



INKSTER CITY COUNCIL

July 7, 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.

July 7, 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
4. Public Hearing

5. Consent Agenda

*Approval of Regular City Council Meeting Minute for June 16, 2025

*Approval of Special City Council Meeting Minutes for June 24, 2025

*Approval of Special City Council Meeting Minutes for June 26, 2025

6. Boards and Commissions

7. Ordinances

1st Reading-

2nd Reading

8. New Business

A. Discussion/Action: (Jerome Bivins, DPS Director) Consider authorizing Administration to enter into an INTERGOVERNMENTAL AGREEMENT with Wayne County for construction and maintenance of approximately 4.5 Acre Greenway Trail in the City of Inkster from Justine Court west to Middlebelt Road and through the Inkster Valley Golf Course owned by the County along the lower Rouge River (Phase III)

B. Discussion/Action: (Georgina L. Holliday, City Clerk) Consider approval for the 6th Annual Ink-Town Ryderz Car & Bike Show. Date: August 3, 2025 Time: 12pm-8pm; Location: 3250 Middlebelt Rd. Inkster, MI 48141

C. Discussion/Action: (Jerome Bivins, DPS Director) Consider authorizing administration to approve the contract with HMC LLC for the Eastern Sewer Reconstruction in the amount of \$495,925.91 plus a 10% contingency of \$49,592.59 for a total of \$545,518.50 for construction

D. Discussion/Action: (Georgina L. Holliday, City Clerk) Consider approval of the Clerk's Office Policy and Procedure Manual, this document is created for the Clerk's Office use only.

E. Discussion/Action: (Sharde Crutchfield, Special Projects Director) Consider approving the City of Inkster to include Payment in Lieu of Taxes (PILOT) for a service charge in lieu of taxes for Parkside Estates and Demby Terrace, a multiple family project for persons of low or moderate income to be financed pursuant to the provisions of the State Housing Development Authority Act of 1966 (PA 346). The service fee will be in the amount of \$75,000 annual payment or 5% of shelter rents, whichever is greater, for the development being led in part by the Inkster Housing Commission.

Public Participation (limit to 3 minutes)

9. City Clerk

10. City Treasurer

City Council Meeting Agenda 07.07.25

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 16, 2025

Regular City Council Meeting – 7:00 PM

The regular meeting of the Council of the City of Inkster, Wayne County, was held on July 16, 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 Councilman Bishop and seconded by Councilwoman Rutledge
@6:35 pm

Closed Session-closed: moved by Councilman Bishop and Second by Councilwoman Scott@6:53pm

ROLL CALL VOTE:

Councilmember Howard	Yea	Councilmember Scott	Yea
Councilmember Rutledge	Yea	Councilmember Bishop	Yea
Mayor Pro Tem Chisholm	Yea	Councilwoman Richardson	Yea

Call Meeting to Order

Mayor Byron Nolen called the meeting to order at 7:03pm

Prayer

Prayer was led by Michael Kelly

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	Present (Inkster, MI)

Approval of Agenda

**Moved by Councilwoman Howard, Seconded by Councilwoman Scott to
approve agenda for June 16, 2025 meeting
Resolution #06-25-95GH-6-0 Motion Carried**

Presentations/Discussion

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

Inkster City Council Regular Meeting
June 16, 2025

Public Hearings

Consent Agenda

Approval of Regular City Council Meeting Minute June 2, 2025

**Moved by Councilwoman Rutledge, Seconded by Councilwoman Scott
Resolution #06-25-96GH – 6-0 Motion carried.**

Boards and Commission

None

Previous Business

Ordinance(s)

A. First Reading(s) (Jerome Bivins, DPS Director) Public Gearing First Reading-Amend the City of Inkster Code of Ordinance, Section 52.00, 52.01, 52.10, and 52.11

Second Reading(s)

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)

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.

New Business

A. Discussion/Action: (Derek Dowdell, Community Development Director) Public Hearing-Second Reading TA-25-01 Consider amendment to Title XV. Chapter 154 (J) of the City's Code of Ordinance as it relates to refusing the maximum amount of retail marijuana locations from eight (8) to four (4) Immediate effect.

**Moved by Councilman Bishop Seconded by Councilwoman Rutledge
6-0 motion carried resolution #06-25-97GH**

B. Discussion/Action: (Derek Dowdell, Community Development Director) Second Reading- Consider Planning Commission recommendation to approve the rezoning of 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.

Moved by Councilwoman Howard Seconded by Councilwoman Scott

6-0 motion carried **-06-25-98GH**

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

Moved by Councilwoman Rutledge Seconded by Councilman Bishop

6-0 motion carried **#06-25-99GH**

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.

Moved by councilwoman Howard Seconded by Councilman Bishop

6-0 motion carried **#06-25-100GH**

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

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.

Moved by Councilwoman Howard Seconded by Councilwoman Scott

6-0 motion carried **#06-25-102GH**

G. Discussion/Action: (Georgina Holliday, City Clerk) Consider approval of Capital Improvement Plan for State Certification Redevelopment ready cities.

Moved by Councilwoman Rutledge Seconded by Councilwoman Scott

6-0 motion carried **#06-25-103GH**

Public Participation

-  Dr. Louise Edje-Library Project-Calendar, activities, friends. The Trustee of Leanna Hicks Library develops a 2026 Calendar. Your story may be added to calendar Jan 14th 1-3 July 12th 1-3 need friends of library; paint and listen July 26th 3-4:45p August 23rd; provide canvas/paint/audible; July 12th Mini Golf history has flyers, library card.
-  Donnie Harris-Dog-Nuisance Law-one neighbor terrorizing whole block various days 6/6,6/12. The Chief informed him: District 1 you need to call me, no parking signs/ball playing in street across from Woodson
-  Cameron Lee Fitz EL-notice of foreclosure and eviction, problem in Inkster squatting in house 3845 Henry took locks off doors and camera.
-  Michael Kelly/Ed Miller-Funkateers Update AGT Thursday @8p 6/17 need support Ch. 4 Peacock one episode when & replay watch party at Gethsemane
-  Maureen Moynihan-Relining sewer line no code reds, water issue on Amherst causing structure issue

- ✚ **Dr. Shatina M. Jones-Community Business Expo on Sunday 1-4p @Booker Dozier need community help put all together Party-Pearls Gem Party 8/23/25 more flyers to come.**
- ✚ **April K. Garrett-Weslyn A. Bennett Foundation-Thank You All that approved the Juneteenth Parade, various activities and events, Famous Daves Meals.**
- ✚ **Barbara Cooper-Inkster Goodfellows Thank you for supporting the Fish Fry and the donations DPS 17 to 18 dinners Oct 18th Pancake Breakfast.**
- ✚ **Tangela Ward- Gift for the Mayor, Juneteenth Thursday at 11**
- ✚ **Gabe Henderson-Inkster Clean Up; June 28th Beautification Wheatley Park, Booker Dozier LeMoyne Park, city looking much better, Love Yall.**
- ✚ **Pastor Jean Overman-Summer Discovery Mothers Pantry open 2 days now 10-3 wed & thurs 18 spots left amazing participation in Inkster.**
- ✚ **Lt. Lebo- speak on upcoming events National Night Out-IPD August 5th, ride with Livingston/Monroe highlight traffic enforcement, June 12th Coffee w/cop July one FB page keep a eye out. Movie Night Mini Station on Middlebelt July 7/7-8/15 Summer Camp Booker Dozier**

Clerk

Welcome my new Deputy Clerk Vachal Moore started June 4, 2025

City Treasurer

Special Council Meeting Tuesday 6/24/25 @5p at City Hall

Mayor and Council

- **Councilmember Rutledge – Thanked Verniece Skeen for the wonderful job she did in the flower bed at city hall. Rodeo was the bomb; fish fry the Mayor had was very nice**
- **Councilmember Scott – no comment**
- **Councilmember Bishop -no comment**
- **Councilmember Howard- no comment**
- **Councilmember Richardson -Thanked citizens and some colleagues for their prayers and kindness some one thought she had a C-Section**
- **Mayor Pro-Tem Chisholm – Friends of Rouge Park did a Paddle down to Colonial first time canoeing**
- **Mayor Nolen-Can't speak voice gone-Seed to Feed Picnic June 22nd 3p-8p in Inkster Park**

Adjournment

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

By Councilwoman Rutledge Seconded by Councilwoman Scott and carried, to conclude the Regular City Council meeting of Monday, June 16, 2025 @ 8:04pm

June 24, 2025

Special City Council Meeting – 5:00 PM

The regular meeting of the Council of the City of Inkster, Wayne County, was held on June 24, 2025 in compliance with the Open Meetings Act.

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

Call Meeting to Order

Mayor Byron Nolen called the meeting to order at 5:00pm

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	Absent (Inkster, MI)

Public Hearings

Proposed City of Inkster Budget for the fiscal year 2025-2026 budget (July 1, 2025 through June 30, 2026) The property tax millage rate proposed to be levied to support the proposed budget will be a subject at this hearing. A copy of the proposed budget shall be on file and available to the public for inspection during office hours at the office of the city clerk.

Ordinance

1st Reading-none

2nd Reading- Amend the City of Inkster Code of Ordinance, Section 52.00, 52.01, 52.10 and 52.11 pertaining to Water Standards of Operation; Service, to hold second public reading of the proposed amended ordinance.

New Business

A. Discussion/Action: (Jerome Bivins, DPS Director) Consider approval to Amend the City of Inkster Code of Ordinance, Section 52.00, 52.01, 52.10 and 52.11 pertaining to Water Standards of Operations: Service, to hold second public reading of the proposed amended ordinance June 24, 2025 effective immediately.

Moved by Councilwoman Rutledge Seconded by Councilwoman Howard

5-0 motion carried #06-25-104SP

Councilwoman Richardson-Absent

B. Discussion/Action: (Darin Carrington, Treasurer) Consider approval to review and discussion of the Mayors Recommended Budget for FY 2025 and Public Hearing on the FY2025-26 budget

Moved by Mayor Pro Tem Chisholm Seconded by Councilman Bishop

5-0 motion carried #06-25-105SP

Councilwoman Richardson-Absent

Adjournment

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

By Councilwoman Howard Seconded by Councilman Bishop and carried, to conclude the Regular City Council meeting of Tuesday June 24, 2025 @ 5:10p

June 26, 2025

Special City Council Meeting – 5:00 PM

The regular meeting of the Council of the City of Inkster, Wayne County, was held on June 26, 2025 in compliance with the Open Meetings Act.

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

Call Meeting to Order

Mayor Byron Nolen called the meeting to order at 5:00pm

Roll Call

Mayor Nolen	Present (Inkster, MI.)
Mayor Pro-Tem Chisholm	Excused (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	Present (Inkster, MI)

New Business

A. Discussion/Action: (Darin Carrington, Treasurer) Consider approving the mayor's budget for City FY25-26 budget

Moved by Councilwoman Scott Seconded by Councilwoman Rutledge

5-0 motion carried

Excused-Mayor Pro Tem Chisholm

Inkster City Council Special Meeting
June 26, 2025

Public Participation (limit to 3 minutes)

Kris Sanders- Be safe too much going on think about locking door to entrance for council meeting and think about someone to let residents in.

Adjournment

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

By Councilwoman Howard Seconded by Councilman Bishop and carried, to conclude the Regular City Council meeting of Tuesday June 26, 2025 @ 8:16p

CITY OF INKSTER

Boards & Commissions

[Made Operative by State Law, City of Inkster Charter Provision or City Of Inkster Ordinance]

AGING COMMISSION

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

2 Year Term

11 Members

Ordinances: 414,457 & 508

Sabrina Lawrence, Director

Tenure

- (Ex-Officio Member)

Rochelle Wells

Exp. 05/06/26

Rosie Allen Thompson

Exp. 09/18/26

Ruth E. Williams

Exp. 04/09/26

Tim Williams

Exp. 12/04/25

Antonio Edmonds

Exp. 05/10/26

Gabe Henderson

Exp. 09/23/26

Jean Liddell

Exp. 09/25/26

Debra Owens

Exp. 09/17/26

Chuck Coleman

Exp. 09/18/26

June Patterson

Exp. 09/25/26

Iris Long

Exp. 10/17/26

BOARD OF REVIEW

[MEETINGS: March, July, and December]

Annual Appointment

3 Members

Charter Provision and State Law

WCA Assessing

Clerk of the Board – Non-Voting

William Miller

Exp. 03/08/26

Lenoria Warmack

Exp. 03/08/26

Vacant (Alternate)

Peggy Bishop

Exp. 03/08/26

BEAUTIFICATION COMMITTEE

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

2 Year Term

Gwendolyn Rogers

Exp. 04/15/27

Dr. Phyllis M. Long

Exp. 04/14/27

Gabe Henderson

Exp. 02/18/27

Vacant

Vacant

Lenoria Warmack

Exp. 02/13/27

Dennard Shaw

Exp. 04/29/26

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Bernice Skeen

Exp. 02/04/27

Vacant

Rory Malley

Exp. 07/01/25

Vacant

Vacant

BUILDING AUTHORITY COMMISSION - INACTIVE

[MEETINGS: Second Monday in January]

3 Year Term

5 Members

State Law and Resolution 74-1-39

CABLE TELEVISION COMMISSION

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

3 Year Term

9 Members

Ordinances 593 and 609

Vacant

Ex. Officio

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

(Mayoral)

Vacant

(At-Large)

Vacant

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

Vacant

Vacant - (Employee Representative)

Vacant (Commission Appointment)

CONDEMNATION BOARD

[MEETINGS: AS NEEDED]

5 Members

Ordinance 150.140 thru 150.145

David Reilly (Building Contractor)

Exp. Tenure

Carolyn Wilson

Tavan Hall (General Member)

Vacant (Contractor)

Vacant (Engineer)

William Miller (Alternate)

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD

[MEETINGS: As required]

3 Year Term

3 Members

Ordinance

Carolyn Wilson Inspector

Exp. Tenure

Tavan Hall

William Miller

Vacant

Vacant

Vacant

+

DOWNTOWN DEVELOPMENT AUTHORITY

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

4 Year Term	12 Members	State Law and Ordinances 687 and 741
Ashley Williams		Exp. 03/13/28
Antonio Edmonds		Exp. 05/10/28
Ava Lindsey		Exp. 06/03/28
Gina Allen		Exp. 06/13/28
Sonya Jennings		Exp. 06/13/28
Randa Davis		Exp. 06/13/28
James A. Eberheart, Jr		Exp. 08/12/28
Rerhi Onomake		Exp. 06/01/27

Vacant

Vacant

Vacant

Vacant

ECONOMIC DEVELOPMENT CORPORATION (BOARD OF DIRECTORS)

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

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

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

ELECTRICAL EXAMINING BOARD-INACTIVE

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

ELECTION COMMISSION

[Per the City Charter; Chapter 4; Section 4.1

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

GRANT WRITING COMMITTEE

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

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

HOUSING AND REDEVELOPMENT

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

5 Year Term	5 Members	State Law and Ordinance 99
Will Miller		Exp. 02/30
Mable Stroman, Treasurer		Exp. 03/27
Evonne Moore, Vice Chair		Exp. 09/26 (Resident Housing)
James Thomas		Exp. 01/27
Gregory Gillette		Exp. 08/27

INKSTER HISTORICAL COMMISSION

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

2 Year Term	7 Members	State Law and Ordinance 196
Vacant	Dist. 1	
Vacant	Dist. 2	
Ruth E. Williams	Dist. 3	Exp. 2/10/27
Vacant	Dist. 4	
Vacant	Dist. 5	
Jean Liddell	Dist. 6	Exp. 03/19/26
Vacant		

LIBRARY BOARD COMMITTEE

[MEETINGS: Third Thursday each month, held in the Study Room, Inkster Library.]

4-Year Term - Elected / 6 Members.

Akindele Akinyemi, President	Exp. 2028
Dr. Heaster Shoats, Vice President	Exp. 2028
Dr. Louise Edje, Secretary	Exp. 2028
Sharon Tate, Director	Exp. 2028
Carolyn Wilson, Director	Exp. 2028
Ruth E. Williams	Exp. 2028

LOCAL BUSINESS ENTERPRISE ADVISORY COMMITTEE

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

2 Year Term	7 Members	Ordinance: 603
Vacant	Dist 1	
Vacant	Dist. 2	
Vacant	Dist. 3	
Vacant	Dist. 4	
Vacant	Dist. 5	
Vacant	Dist. 6	
Vacant	Mayoral	

LOCAL OFFICERS COMPENSATION COMMISSION

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

7 Year Term

7 Members

State Law and Ordinance 409

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

PARKS AND RECREATION COMMISSION

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

2 Year Term

9 Members

Ordinances: 493 & 551

Walter Johnson

Dist. 1

Exp. 02/25/2027

Shirley Hankerson

Dist. 2

Exp. 06/30/2025

Khalidah Muhammad

Dist. 3

Exp. 04/05/2025

Angeline Lawrence

Dist. 4

Exp. 08/13/2026

Vacant

Dist. 5

Rory S. Malley

Dist. 6

Exp. 09/01/2025

Ashwanna Butts

Mayoral

Exp. 03/13/2026

S. Anthony Dooley

Mayoral

Exp. 05/10/2026

Judy Street

Council

Exp. 12/18/2025

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term

6 Members

Vacant

Dist. 1

Vacant

Dist. 2

Vacant

Dist. 3

Vacant

Dist. 4

Vacant

Dist. 5

Vacant

Dist. 6

Vacant

Mayoral

PLANNING COMMISSION

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

3 Year Term

9 Members

State Law and Ordinance 33

Byron H. Nolen (Mayor)

Tenure

Darryl Davis (City Appointee)

Exp. 12/19/26

Tonia Williams, (Vice Chair)

Exp. 12/19/26

Mack Willis

Exp. 12/19/26

Ashley Williams, (Recording Secretary)

Exp. 12/19/26

Norma McDaniel

Exp. 12/19/26

Steven Chisholm (Chair)

Exp. 12/19/26

Sheryl Hayes-Bradford

Exp. 09/30/25

Tavan Hall

Exp. 08/30/25

POLICE AND FIREMAN RETIREMENT SYSTEM BOARD OF TRUSTEES

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

2 Year Term	5 Members	Charter
Juan Bradford	Mayoral	Exp. 12/31/2025
Corey Snyder	Police Rep	Exp. 12/31/2025
Jason Kay	Fire Rep	Exp. 12/31/2025
Sandra Watley	City Council	Exp. 12/31/2026
Velma Overman	Board of Trustee Rep	Exp. 12/31/2026

WATER REVIEW COMMITTEE- INACTIVE

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

Vacant
Vacant
Vacant
Vacant
Vacant
Vacant
Vacant

ZONING BOARD OF APPEALS (ZBA)

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

3 Year Term	7 Members	State Law and Ordinance 277
Norma McDaniel	Dist. 1	Exp. 03/21/27
Ruth E. Williams	Dist. 2	Exp. 03/28/27
Ava Lindsey	Dist. 3	Exp. 06/03/27
Kimberely Johnson	Dist. 4	Exp. 03/21/27
Vanola Williams	Dist. 5	Exp. 03/21/27
Rebecca Daniels	Dist. 6	Exp. 03/19/27
Patrice Patton (At-Large)		Exp. 03/21/27

Nankin Transit

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

Byron Nolen, Mayor - **Tenure**
Barbara Cooper-Mayor Appointee

2015 Community Development Block Grant Advisory Council (CDBG)

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

Council Appointee
(Alternate)

COMMITTEES FORMED BY COUNCIL RESOLUTIONS

TAX INCREMENT FINANCE AUTHORITY

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

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

Vacant

Vacant

Vacant

Vacant

Vacant

Kevin Harrington	Exp. 04/19/27
Kenfentse Mandisa	Exp. 04/19/27
Charmaine Kennedy	Exp. 03/05/27
Jean Overman	Exp. 03/05/27
Vijay Viruppanavar	Exp. 03/05/27
Yolanda Lockett	Exp. 09/08/26

BROWNFIELD REDEVELOPMENT AUTHORITY

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

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

Vacant, City Council Representative	Tenure
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Treasurer	Tenure
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Vacant Community	Tenure
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Vacant

Vacant

NOTES:

____ Vacancies and/or Expired terms

*Has not taken the oath.

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: June 26, 2025

From: Jerome Bivins, DPS Director Date for Council's Consideration: July 7, 2025

ACTION REQUESTED: Consider authorizing Administration to enter into an INTERGOVERNMENTAL AGREEMENT with Wayne County for construction and maintenance of approximately 4.5 Acre Greenway Trail in the City of Inkster from Justine Court west to Middlebelt Road and through the Inkster Valley Golf Course owned by the County along the lower rouge river (Phase III)

Current Action ☒ X Emergency ☐ Future ☐

Funds Budgeted: Yes ☐ Account # 202-501-976.002 No ☐ N/A

Mayor's Approval



BACKGROUND:

The City of Inkster (phase III) of the greenway trail which runs from Justine Court west to Middlebelt road through the Inkster Valley Golf Course, is part of and continued effort to extend our non-motorized path. This trail will provide as unique vantage point of the Rouge River Valley and many of its natural features to bicyclists, joggers, and pedestrians. Much of the trail passes through well-established woodlands, wetlands, and water features. In addition, this phase of the trail will connect to the Dozier Recreation Center (via an existing sidewalk), the Downtown businesses, various residential connections, another public recreation areas.

SCOPE OF SERVICES:

This agreement is made for purpose of establishing the rights and obligations of the parties with respect to the following improvements to be constructed on County owned property.

JUSTIFICATION:

Continuing with the ongoing efforts of this project with ultimate goal of a continuous path through the city from the western to the eastern border.

PROJECT IMPROVEMENTS:

Extension of the greenway trail to improve and promote recreation, along with improve health and welfare of the Inkster residents.

COSTS:

PROJECTED TIMETABLE:

Upon City Council approval and Wayne County approval this intergovernmental agreement will take effect.

RESOLUTION:

Authorization is hereby given to the Administration to enter into an INTERGOVERNMENTAL AGREEMENT with Wayne County for construction and maintenance of approximately 4.5 Acre Greenway Trail in the City of Inkster from Justine Court west to Middlebelt Road and through the Inkster Valley Golf Course owned by the County along the lower rouge river (Phase III)

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

INTERGOVERNMENTAL AGREEMENT

between

THE COUNTY OF WAYNE

and

THE CITY OF INKSTER

for

**Construction and Maintenance of an Approximately 4.5 Acre Greenway
Trail in the City of Inkster from Justine Court West to Middlebelt Road
and Through the Inkster Valley Golf Course Owned by the County Along
the Lower Rouge River (Phase III)**

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INTRODUCTION

THIS AGREEMENT is between the County of Wayne, Michigan, a body corporate and charter county (hereinafter referred to as the "COUNTY") and the City of Inkster (hereinafter referred to as the "CITY").

This Agreement is made for the purpose of establishing the rights and obligations of the parties with respect to the following improvements to be constructed on County owned property (hereinafter referred to as the "Project"):

PROJECT DESCRIPTION

Construction and maintenance of an approximately 4.5-acre greenway trail IN THE City of Inkster from Justine Court West to Middlebelt Road and through the Inkster Valley Golf Course owned by the COUNTY along the Lower Rouge River.

WHEREAS, the CITY is a body corporate located within the COUNTY; and

WHEREAS, Inkster Valley Golf Course is a public park owned and controlled by the COUNTY and is located within the CITY; and

WHEREAS, the Project will significantly enhance the non-motorized travel within and enjoyment of Inkster Valley Golf Course for the citizens of the COUNTY and the CITY; and

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

NOW THEREFORE, in consideration of the mutual understandings of the parties

and in conformity with applicable law, it is agreed:

ARTICLE 1

DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- 1.1 **AGREEMENT** - The written contract between COUNTY and the CITY regarding the Project.
- 1.2 **AS-BUILTS (AS-BUILT DRAWINGS)** – Reproducible Project construction drawings revised to show significant changes made during the construction process; usually based on marked-up prints, drawings and other data.
- 1.3 **BONDS** – Bid, Performance and Payment Bonds, and other instruments of security furnished by the contractor.
- 1.4 **CONSTRUCTION ENGINEERING** - All services necessary to adequately assure that the Project is being constructed in substantial conformance with the Project plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Services include, but are not limited to, contract administration, construction staking, construction inspection and/or consultant services.
- 1.5 **CONSTRUCTION WORK** - All work performed to construct the Project in substantial conformance with the Project plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins.
- 1.6 **PRELIMINARY ENGINEERING** - All services necessary to adequately prepare plans and specifications for the Project, together with any changes, extras, amendments, addendum, and/or bulletins. Preliminary Engineering services may include, but are not limited to, surveys, soil investigations, design, drafting, reviews, permits, and/or consultant services.
- 1.7 **PROJECT** - The planned improvements to construct an approximately 4.5-acre greenway trail in the City of Inkster from Justine Court West to Middlebelt Road and through the Inkster Valley Golf Course owned by the COUNTY along the Lower Rouge River, as described in **Exhibit A**.
- 1.8 **PROJECT COSTS** - See Article 2.
- 1.9 **QUALITY CONTROL TESTING** - All services necessary to adequately assure that the Project materials are being supplied and/or installed in substantial

conformance with the as bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Services include, but are not limited to, sampling onsite, sampling at the source, onsite testing, laboratory testing and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials together with the current appropriate charges for overhead, fringes and benefits.

- 1.10 **CHANGE ORDER** – The written order of the CITY, or its duly authorized representative, for changes in or extras to a contract.

ARTICLE 2

PROJECT COSTS

2.1 As herein used, the term "Project Costs", shall include, but not be limited to, the cost of Preliminary Engineering, Construction Engineering, Quality Control Testing and Construction Work together with any changes, Change Orders, extras, amendments, addendum, and/or bulletins and the ongoing operation and maintenance costs of the Project.

2.2 The CITY shall be responsible for and pay the remaining share of the Project Costs in accordance with Article 3 of this Agreement.

2.3 The CITY shall be responsible for adhering to, obtaining and paying for any necessary permits.

ARTICLE 3

COST SHARING AND TERM OF AGREEMENT

3.1 The parties hereto acknowledge that the current estimated total Project Costs are Three Million Seventy Eight Thousand Fifty One and 53/100 Dollars (\$3,078,051.53).

3.2 The parties hereto acknowledge that Project Costs will be partially funded by

federal aid up to 39.41% and that the balance of the Project Costs will be funded by the local share of 60.59%.

3.3 The County shall pay up to 6.56% of the local share of the Construction Work cost, up to a maximum amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

3.4 The City shall be responsible for and pay all other Project Costs.

3.5 The County's contribution to the local share of the Construction Work is contingent on the estimated funding percentages and amounts remaining as set forth above and in Exhibit A attached hereto. If the estimated Project Costs or any of the estimated funding percentages or amounts shall change, this Agreement shall be null and void and the County shall have no further obligations to the City except any that are expressly provided for in this Agreement. This paragraph is a material term of this Agreement.

3.6 The term of this Agreement shall commence upon approval by the Wayne County Commission, and shall terminate three (3) years after Wayne County Commission approval.

3.7 This Agreement may be extended for two (2) additional, five (5) year terms, each of which may be exercised at the discretion of the County upon Wayne County Commission approval.

ARTICLE 4

CITY'S RESPONSIBILITIES

4.1 Except as set forth in Article 3 of this Agreement, the CITY shall be responsible for, and pay, all Project Costs, including all on-going operation and maintenance

costs of the Project.

4.2 The CITY shall be responsible for the removal and relocation, as required for the Project, of any of its municipal utilities located within the limits of the Project area.

4.3 The CITY agrees to operate, maintain, replace and repair, at its sole cost and expense, the Project in perpetuity for so long as the County holds the Project open to the public. Further, the CITY agrees to operate, maintain, replace and repair the Project in accordance with all applicable, federal, state and local laws and ordinances, including statutes and regulations, and consistent with Wayne County Parks standards. The CITY'S operation, maintenance, replacement and repair obligations shall at a minimum include those items set forth on **Exhibit C**, attached hereto and incorporated herein by reference.

4.4 Prior to undertaking the Project, the CITY shall review the plans with the COUNTY. Additionally, the CITY shall review the plans with the COUNTY minimally at 50% and 75% completion, and whenever a change to the plans is made and furnish the COUNTY with the final plans and details, including but not limited to landscaping details complying with Wayne County Parks standards, of the proposed construction, the construction schedule and the maintenance schedule for the Project, which shall be subject to the acceptance and written approval of the COUNTY and which shall be attached hereto as **Exhibit A** and incorporated herein by reference.

4.5 The CITY shall furnish the COUNTY with all As-Builts in electronic format.

4.6 The CITY must inform the COUNTY as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent meeting the objectives of this Agreement or the Project plans; or
- B. Favorable developments or events that enable meeting time schedules or goals sooner than anticipated.

4.7 The CITY shall advertise, perform competitive contract bidding, arrange for the award of the contract and administer the contract(s) for any and all work to be performed by contractors. Such contract(s) shall be subject to the terms and conditions of this Agreement.

4.8 All the planning, engineering, installing, construction, quality control testing, maintenance, repair, renewal or removal, as the case may be, of the Project, including the furnishing of all labor, materials, tools and equipment, shall be performed by the CITY or its contractor(s) at the CITY's sole cost and expense.

4.9 The CITY shall perform all Preliminary Engineering and Construction Engineering and will appoint a project engineer who shall be responsible for and in charge of the Project.

4.10 The CITY shall ensure that all work performed under this Agreement meets applicable state, federal and local (including county) laws, statutes, ordinances and codes.

4.11 The CITY shall ensure that any planning, installation, construction,

maintenance, repair, renewal or removal of the Project shall be performed with minimal damage to the COUNTY'S property and shall be restored in accordance with the agreed-upon restoration plan to its original condition prior to closing out this Project.

4.12 Upon completion of the construction, the CITY will remove and dispose of any excavated or useless material, rubbish, temporary buildings, and restore in an acceptable manner all property which may have been used or damaged during the prosecution of the work.

CITY will restore landscaping as appropriate to areas affected by the work, and in accordance with the Project plans.

4.13 The CITY shall give thirty (30) calendar days' prior written notice to the COUNTY before beginning any work or making any inspections, repairs, replacements, renewals or removals.

4.14 The CITY shall give reasonable notice to and invite the COUNTY to any and all Preliminary Engineering and Construction Engineering meetings, and Construction progress meetings, including meetings related to contractor bidding, throughout the life of the Project.

4.15 The CITY shall require any contractor or subcontractor performing work on the Project to indemnify, defend and hold the COUNTY harmless against any and all construction liens, and all other claims, liabilities, damages or expenses asserted against the COUNTY arising out of, resulting from, or in any way related to CITY's occupation and use of the license area and the operations conducted thereon by or on behalf of the

CITY pursuant to this Agreement; provided, however, that neither the CITY or its contractors shall be responsible for any claims, liabilities or damages resulting solely from the grossly negligent acts of the COUNTY or its agents, officers or employees. This paragraph is not to be construed as a waiver of any governmental immunity the County, its agencies or employees have as provided by statute, as modified by court decisions. Each party has a duty to mitigate damages for which the other party is responsible. Nothing in this Agreement shall be deemed to relieve the CITY of its duty to defend the COUNTY, as specified, pending a determination of the respective liabilities of the CITY and the COUNTY, by legal proceeding or agreement. The COUNTY shall cooperate with the CITY in the defense against the suit. In no event shall the CITY make any admission of guilt or liability on behalf of the COUNTY without the COUNTY'S prior, written consent.

4.16 The CITY must comply with and must require its employees and contractors to comply with all applicable laws and regulations, including, but not limited to, Wayne County Department of Public Services Parks Division Permit Standards for Site Restoration and Department of Public Services Stormwater Standards and Department of Public Services Permit Standards.

4.17 The CITY must construct and develop the Project or cause the Project to be constructed and developed according to applicable local, state and federal laws, including, but not limited to, Wayne County Department of Public Services Parks Division Permit Standards for Site Restoration and Department of Public Services Stormwater Standards

and Department of Public Services Permit Standards.

4.18 The CITY must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Agreement. The CITY must keep the records according to generally accepted accounting practices and in accordance with the requirements of federal and state regulations for a minimum of seven (7) years after the Agreement's termination and completion. The CITY must also maintain copies of all records, correspondence and documents, including electronically stored information, prepared in anticipation of this Agreement, and for this Agreement, for a period of seven (7) years after the Agreement's termination and completion.

4.19 The County and the Legislative Auditor General have the right to examine and audit all books, records, documents and other supporting data as they deem necessary of the CITY, or any subcontractors, or agents rendering services under this Agreement, whether direct or indirect, which will permit adequate evaluation of the services or the cost or pricing data submitted by the CITY. The CITY must include a similar covenant allowing for audit by the COUNTY and the Legislative Auditor General in any contract it has with any subcontractor, a consultant or agent whose services will be charged directly or indirectly to the COUNTY.

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

4.21 The CITY agrees that representatives of the COUNTY are entitled to make periodic inspections to ascertain that the CITY is properly performing the services. The inspections may be made at any time during normal business hours of the CITY. If, in the course of the inspections, the representatives of the COUNTY should note any deficiencies in the performance of the services of the CITY, or any other mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the CITY, in writing. The CITY agrees to promptly remedy and correct any reported deficiencies within ten (10) days of notification by the COUNTY, or within such other time frame as agreed upon by a duly authorized representatives of the COUNTY and the CITY. Notwithstanding anything in this Agreement or the construction contract documents, the parties acknowledge and agree that any oversight, monitoring, inspections and/or evaluations performed by the COUNTY shall not diminish or relieve in any way the liability of the CITY for any of its duties and responsibilities under this Agreement or the construction contract documents, nor shall the performance of such actions by the COUNTY subject it to any liability as a result thereof.

ARTICLE 5

COUNTY'S RESPONSIBILITIES

5.1 The COUNTY shall cooperate with the CITY in timely reviewing the plans required to carry out the terms of this Agreement and any necessary permits and/or right-of-way agreement(s) for the Project. Said plans, upon approval by the COUNTY, shall be attached hereto as **Exhibit A** and incorporated into the terms and conditions of this Agreement by reference herein.

5.2 The COUNTY will permit the CITY, including the CITY'S contractors and authorized agents and representatives to enter upon the land for the purpose of constructing the Project, on a construction schedule to be agreed upon by the parties.

ARTICLE 6

INSURANCE

6.1 The CITY shall require that all contractors undertaking work on the Project abide the terms, and provide insurance coverage in said amounts, as set forth in **Exhibit B**.

6.2 All insurance and bonds shall name the Charter County of Wayne and the CITY as insured or beneficiary, as applicable.

ARTICLE 7

ETHICS IN CONTRACTING/ NON-DISCRIMINATION PRACTICES

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

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

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to these Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).

- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Elliot-Larson Civil Rights Act (P.A. 1976 No. 453)
- F. The Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- G. The anti-discrimination provisions as required by Section 120-192 of the Wayne County Code of Ordinances.

7.3 All contractors, subcontractors, consultants and agents retained by CITY to perform work related to this Agreement shall not:

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

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

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

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

7.7 CITY acknowledges the right of the COUNTY to sue to enforce the provisions in this Article.

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

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

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

ARTICLE 8

WAIVER

8.1 The parties further agrees that no provision in this Agreement constitutes or acts as a waiver of any governmental immunity either of the parties, its agencies, officers,

employees, agents or elected officials enjoy under applicable statutory or common law.

ARTICLE 9

FORCE MAJEURE

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

ARTICLE 10

HOLD ARMLESS

10.1 The CITY agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, or agents.

10.2 The CITY agrees that it is its responsibility and not the responsibility of the COUNTY to safeguard the property and materials that the employees and contractors of the CITY use in performing this Agreement. The CITY must hold the COUNTY harmless for costs and expenses resulting from any loss of the property and materials used by its employees and contractors pursuant to the performance of the CITY under this Agreement.

10.3 This hold harmless provision must not be construed as a waiver of any governmental immunity by the COUNTY or CITY or any of their agencies, or employees, as

provided by statute or modified by court decisions.

ARTICLE 11

LIABILITY

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

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

ARTICLE 12

NOTICE

12.1 Notification regarding anything in connection with this Agreement shall be sent in writing via first class mail to:

For the COUNTY:

Wayne County Parks
33175 Ann Arbor Trail
Westland, Michigan 48185
Attn: David Cartwright, Deputy Director

and

Director
Wayne County Department of Public Services
400 Monroe, Suite 300
Detroit, Michigan 48226

For the CITY:

City of Inkster
26215 Trowbridge
Inkster, Michigan 48141

ARTICLE 13

TERMINATION

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

13.2 The COUNTY may terminate this Agreement without incurring liability for any of the following:

- A. Failure of the CITY or its contractor(s) to make progress on the Project in accordance with the agreed-upon schedule;
- B. Failure of the CITY or its contractor(s) to conduct the work in a safe, professional and efficient manner, in accordance with applicable law and the highest standards of the energy industry.
- C. Failure on the CITY's part to perform the work in accordance with the terms and conditions of this Agreement and in accordance with the permit issued by the COUNTY and the plans approved thereunder.
- D. Failure of the CITY to adequately and timely notify the COUNTY of Preliminary Engineering, Construction Engineering and Construction progress meetings, including meetings related to contractor bidding.

13.3 The CITY may terminate this Agreement by giving written notice to the COUNTY of the termination. The notice must specify the effective date of termination at least 30 days prior to its occurrence, and this Agreement will terminate as if the date specified were the date originally given for the expiration of this Agreement. Termination of this Agreement by the CITY will not relieve the CITY of its responsibility to restore the Project site to its pre-project condition.

13.4 Regardless of the cause of this Agreement's termination, each party will assist the other in the orderly termination of this Agreement and will participate, in good faith, in all transfers connected with termination, whether of tangibles or intangibles, as will be necessary for the unimpeded continuation of each party's business.

ARTICLE 14

RELATIONSHIP OF PARTIES

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

ARTICLE 15

JURISDICTION AND LAW

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

ARTICLE 16

ENVIRONMENTAL MATTERS

16.1 The CITY shall, and shall require its contractor(s) to (a) comply with all Environmental Laws in connection with the performance of this Agreement and (b) not use any Hazardous Materials in connection with the performance of this Agreement in such manner as would violate any Environmental Law or would cause any damage or risk of any damage to the environment, or in such manner as to leave any residue which could be hazardous to persons or property or cause liability to the COUNTY. "Environmental Laws" mean any applicable federal, state, county or local statutes, laws, regulations, rules, ordinances, or codes relating to environmental matters, including by way of illustration only, the Clean Air Act, the Federal Water Pollution Control Act, the Resource, Conservation and Recovery Act, the Comprehensive Environmental, Response, Compensation and Liability Act, the Superfund

Amendment and Re-authorization Act, the Federal Hazardous Materials Transportation Act, the Toxic Substance Control Act, the State of Michigan Solid Waste Disposal Act, the Michigan Environmental Response Act and Act 201 Amendments and any amendments or extensions thereof, and any rules, regulations, standards or guidelines issued pursuant to any of the aforesaid and all other applicable environmental standards or requirements. "Hazardous Materials" mean any substances, compounds, mixtures, wastes or materials that are defined to be, that are regulated as, that are listed as or that (because of their toxicity, concentration or quantity) have characteristics that are hazardous or toxic under any of the Environmental Laws, or any substances, compounds, mixtures, wastes or materials that are otherwise regulated under any of the Environmental Laws. Without limiting the generality of the foregoing, Hazardous Materials includes: (a) any article or mixture that contains a Hazardous Material; (b) petroleum or petroleum products; (c) asbestos, asbestos-containing materials and presumed asbestos-containing materials; (d) which is radioactive (e) polychlorinated biphenyls; (f) any substance the presence of which requires reporting, investigation, removal or remediation under any Environmental Laws; and (g) which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant, or biologically hazardous material under any governmental regulation. The indemnity obligations of this Agreement shall apply to any and all losses, claims, actions (at law or in equity), proceedings, liabilities, resulting from, arising out of or occurring in connection with the CITY's, or the CITY's contractor(s) violation of this section.

ARTICLE 17
MISCELLANEOUS

17.1 This Agreement, including the Exhibits hereto embodies the entire Agreement and understanding among the parties hereto and supersedes all prior agreements and understandings related to the subject matter thereof. No rights or remedies are or will be acquired by either party, orally, through implication or otherwise, unless set forth herein.

17.2 The park land shall remain the sole property of the COUNTY, and no estate, leasehold or other property rights are created or vested in the CITY.

17.3 Nothing in this Agreement shall create or be deemed to create any rights in favor of a contractor or subcontractor against the COUNTY, nor shall it be deemed or construed to impose upon the COUNTY any obligation, liability or duty to a contractor or subcontractor, or to create any contractual relation whatsoever between a contractor or subcontractor and the COUNTY.

17.4 The ownership of any facilities and/or infrastructure constructed and/or improved under this Agreement will remain with the COUNTY.

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

17.6 The term "COUNTY" includes the Charter County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created,

their agents, and employees.

17.7 The parties agree that upon termination of this Agreement, the following sections shall survive termination and shall remain in full force and effect: Article 6; Article 7; Article 10; Article 11; Article 15; and Article 16. The CITY'S obligation under Section 4.3 above to operate, maintain, replace and repair the Project shall also survive termination of this Agreement.

ARTICLE 18

BINDING EFFECT/INTEGRATION

18.1 This Agreement, including the Exhibits hereto embodies the entire Agreement and understanding among the parties hereto and supersedes all prior agreements and understandings related to the subject matter thereof. No rights or remedies are or will be acquired by either party, orally, through implication or otherwise, unless set forth herein.

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

ARTICLE 19

AUTHORIZATION AND CAPABILITY

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

19.2 Each party warrants that the person signing this Agreement is authorized to

sign on behalf of its principal and is empowered to bind its principal to this Agreement.

SIGNATURES

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

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

APPROVED AS TO FORM:

By: Patricia Moore

DEPT. OF CORPORATION COUNSEL

2/14/2025

[Signatures continue on the following page]

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

EXHIBIT A: PLANS

EXHIBIT B: INSURANCE COVERAGES

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

Commercial General Liability (CGL)

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

Umbrella or Excess Liability

Policy in an amount not less than \$3,000,000. Umbrella or excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

Automobile Liability

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

Workers' Compensation

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

Professional Liability (if Design/Build)

Insurance appropriate to the Contractor's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.

Builder's Risk (Course of Construction)

Insurance utilizing "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards)

Insurance with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Contractor maintains higher limits than the minimum insurance coverage required as stated above in this Exhibit, the Contractor shall maintain the coverage for the higher insurance limits for the duration of this Agreement.

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

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

Claims-made Policies

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

1. The retroactive date must be shown and must be before the date of this Agreement or the date the Contractor starts to perform the services.

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

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

Surety Bonds

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

EXHIBIT C: OPERATION AND MAINTENANCE

The City of Inkster is solely responsible for the perpetual operation and maintenance of the greenway trail in the City of Inkster from Justine Court West to Middlebelt Road and through the Inkster Valley Golf Course owned by the County along the Lower Rouge River. Such responsibilities shall include but not be limited to, the following:

- Removal of fallen trees and woody debris on path upon discovery or after severe weather occurrence.
- Removal of ice and snow on paved path when over 1".
- Mechanically sweep paved path weekly or after severe weather occurrence.
- Repair path as required upon discovery.
- Signage will be inspected and reviewed seasonally and repaired upon discovery.

REQUEST FOR COUNCIL ACTION

To: Byron H. Nolen, Mayor

Date: July 1, 2025

From: Georgina Holliday, City Clerk

Date for Council's Consideration: July 7, 2025

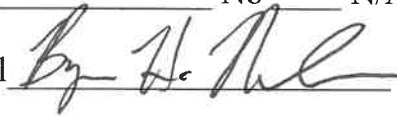
ACTION REQUESTED: Consider approval for the 6th Annual Ink-Town Ryderz Car & Bike Show.

Date: August 31, 2025 **Time:** 12pm-8pm **Location:** 3250 Middlebelt Rd. Inkster MI 48141

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval



BACKGROUND:

SCOPE OF SERVICES:

JUSTIFICATION:

6th Annual Ink-Town Ryderz Annual Car & Bike Show

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: 4/20/25
1:18 PM

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: 6th Annual Ink-Town Ryderz Car & Bike Show
Type of Event: Car & Bike Car Show
Estimated Class Level (please circle): Class 1 Class 2
Event Date (s): Aug 31st Event Hours: 12pm - 8pm
Park Name and Location (if only interested in a portion of a park, please specify the portion):
3250 Middlebelt Rd Inkster, Mich 48141
***Additional days for set up: 1 ***Additional days for clean-up: 1

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

Please name the person(s) principally responsible for this event (applicant):
Name: Tarikh E-mail Address: tarikh.hunter@gmail.com
Phone 1: 313-728-5209 (work/home/cell) Phone 2: _____ (work/home/cell) Fax: _____
Legal name of applicant's organization: Ink-Town Ryderz Car Club 501(c3)

Form of ownership:

☐ Doing Business As

☐ Corporation

☒ Non-Profit

**City of Inkster
Event Permit**

☐ Individual

☐ Association

☐ Partnership

Applicant organization is:

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

Legal address: 1503 Heatherwood Dr Apt 104 Inkster, Mich 48141

Mailing address: 1503 Heatherwood Dr Apt 104 Inkster, Mich 48141

City: Inkster State: Mich Zip: 48141

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

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

CLASSES/CATEGORIES

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

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

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

Please roll over refund
from last event...

DEADLINES

Class 1 Permit Deadlines

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

Class 2 Permit Deadlines

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

INSURANCE REQUIREMENTS

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

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

Class 1 Insurance requirements

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

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

Class 2 Insurance requirements

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

FEES

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

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

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

Park key fee

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

Application Fee (non-refundable)

- Payable to "City of Inkster"

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

Security Deposit (refundable minus any costs incurred)

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

please refund \$300.00 from last event.

Inkster Police Department Service Fees/Auxiliary

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

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

Equipment Rates:

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

Department of Public Works Service Fees

Labor Rates:

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

Fire Department Rates

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

Equipment Rates

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

INVOICE EXAMPLES FROM PREVIOUS YEARS

Department of Public Works (DPW)

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

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

Received: _____

EVENT PERMIT

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

Event Title: Ink-Town Ryders 6th Annual Car & Bike Show

Location: 3250 Middlebelt Rd Inkster, Mich 48141

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

Event Date/time (s):

Date: Aug 31st Start: 12pm AM/PM End: 8:00 AM/PM

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

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

Mailing address: 1503 Heatherwood Dr Apt 104

City: Inkster State: Mich Zip: 48141

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

Cell Phone: _____ Fax: _____

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

President: Tarikh Hunter Secretary: Erica Davis

Vice President: Glenn Turner Treasurer: Maurice Ballard

+++++

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

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

1, 2

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

1a. Ordinance inclusion on Promotional Materials

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

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

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

1b. Ordinance inclusion on Signage:

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

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

1, 2

2. Attendance:

Please estimate the number of people you expect to attend the event: 200

1, 2
DPW

3. Utilities:

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

☐ Yes (see below) ☒ No

☐ Electricity ☐ Water ☐ Other _____

Are the necessary utilities available at the location?

☐ Yes ☐ No (see below)

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

City of Inkster
Event Permit

Section
requirement
by class

1, 2
DPW

4. Street closures:

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

Michigan Ave., is considered a State 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	9/1/13	9/5/13	8/30/13	Noon-3p	N

Street to close	From	To	Date	Time	Trunkline?

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

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

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

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

Name: _____ 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.**

**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? 4 to 6

1, 2
IPD

7. Noise Permit:

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

Type of sound at this event:

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

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

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

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

Date: <u>8-31-2025</u>	Time from: _____	Time to: _____
	<u>12 pm</u>	<u>8 pm</u>

Please attach a scaled layout/set up for the event

Section

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

1, 2
DPW

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

☐ Yes (see below) ☒ No

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

- ☐ Tent (s) ☐ Portable toilet (s)*** ☐ Inflatable devices***
☐ Portable lights ☐ Other _____
☐ Bleacher (s) Number requested from the City _____
☐ Picnic Table (s) Number requested from the City _____

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

1, 2
DPW

9. Trash:
How many trash receptacles (with liners) do you intend to provide 2

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

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

1, 2
DPW

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

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

**City of Inkster
Event Permit**

Event Title: Ink-Town Ryderyz 6th Annual Car & Bike Show
Event Date(s): Aug. 31st 2025 Event Hours: 12 pm - 8 pm

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:

Tarikh Hunter Tarikh Hunter 6-13-2025
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.

No. 71356

City of Inkster

26215 Trowbridge
Inkster, MI 48141

Miscellaneous Cash Receipts

Received
From

TARIKH HUNTER
213-88-5209

DATE

6/20/25

AMOUNT \$

75.00

EXPLANATION:

CHAIRMAN EVENT
with approval Ink-Turn Ryderz / Ink
Presino

ACCOUNT CLASSIFICATION

FUND

701-000-285-215

A/C NO.	AMOUNT
701-000-285-215	75.00
TOTAL \$	75.00

BY

Shogin Hilday

DO NOT WRITE IN THIS BOX

PAID

JUN 20 2025

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: July 2, 2025

From: Jerome Bivins, DPS Director Date for Council's Consideration: July 7, 2025

ACTION REQUESTED: Consider authorizing administration to approve the contract with HMC LLC for the Eastern Sewer Reconstruction in the amount of \$495,925.91 plus a 10% contingency of \$49,592.59 for a total of \$545,518.50 for construction.

Current Action ☒ X ☐ Emergency ☐ Future ☐

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

Mayor's Approval



BACKGROUND:

The City of Inkster has allocated funds for the reconstruction of storm and sanitary sewer systems along Eastern Avenue between O'Henry Court and Emerson Street. The project includes utility adjustments, associated surface restoration, and is being undertaken to improve infrastructure reliability and performance in the area.

SCOPE OF SERVICES:

The reconstruction of storm and sanitary sewers along Eastern Avenue, new concrete roadway, ADA sidewalk ramps, and associated restoration.

JUSTIFICATION:

The existing storm and sanitary sewer systems along Eastern Avenue have failed, resulting in service disruptions and increased flooding risk. Reconstruction is necessary to restore proper drainage, prevent further roadway damage, and improve public safety.

PROJECT IMPROVEMENTS:

Improvements to the City's underground sewer infrastructure to reduce flooding risk and promote the health and welfare of Inkster residents.

COSTS:

Eastern Sewer Reconstruction in the amount of \$495,925.91, plus a 10% contingency of \$49,592.59 for a total of \$545,518.50 for construction. This construction project is to be funded by the City's water bond.

PROJECTED TIMETABLE:

Timetable is two to four months for reconstruction for the sewer infrastructure and roadway.

RESOLUTION:

Authorization is hereby given to administration to enter into contract, with HMC LLC for the Eastern Sewer Reconstruction in the amount of \$495,925.91, plus a 10% contingency of \$49,592.59 for a total of \$545,518.50 for construction.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Benesch
1155 Brewery Park Blvd, Suite 240
Detroit, MI 48207
www.benesch.com
P 313-963-0612
F 313-963-2156

July 2, 2025

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

Attention: Jerome Bivins, Department of Public Services Director

Re: Eastern Sewer Reconstruction Bid Recommendation

Dear Mr. Bivins:

Project 25-04_INK – Eastern Sewer Reconstruction was advertised on the Michigan Inter-Governmental Trade Network (MITN) beginning May 14, 2025. A mandatory pre-bid meeting was held on June 4, 2025, at 1:00 p.m. at Inkster City Hall. A total of six companies attended this mandatory pre-bid meeting. The Bid Opening for the above-referenced project was held on Wednesday, June 25, 2025, at 2:00 p.m. at Inkster City Hall. A total of four contractors submitted bids on the Eastern Sewer Reconstruction Project. The following is a list of the four bidders on the project listed in order from lowest to highest bid:

	Bidder's Name	Bid Total as Read	Bid Total as Tabulated	Percent over Low Bid
1	HMC LLC	\$495,925.91	\$495,926.90	Low bid
2	Eminent Excavating local LLC	\$678,125.51	\$678,125.87	37%
3	DVM Utilities	\$638,775.00	\$730,637.00	47%
4	Major Contracting	\$786,130.87	\$786,130.87	59%

All the bid subtotals and total dollar amounts have been checked and verified for accuracy. According to the bid instructions, the sealed bid was required to include a complete submittal of the bidder's qualifications. All four bidders—HMC LLC, Eminent Excavating Local LLC, DVM Utilities Inc., and Major Contracting—provided the required qualifications form with their sealed bids. Accordingly: (1) all bidders met the bid requirements; and (2) the bid of HMC LLC was found to be complete and should be awarded the contract.

HMC LLC has been identified as the low bidder under consideration for award. HMC LLC met all requirements of the project, including bonds, attendance at the mandatory pre-bid meeting, bidder's qualifications, and acknowledgment of addenda. Benesch agrees with the City that attendance at the mandatory pre-bid meeting was critical to the contractor's understanding of the project scope and complexity.

The engineer's estimate of probable construction cost is \$631,700.52. HMC LLC's bid of \$495,925.91 is approximately 21.5% lower than the engineer's estimate. We recommend awarding the contract to HMC LLC in the amount of \$495,925.91, with a 10% contingency of \$49,592.59, for a total of \$545,518.50.

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

7/2/2025

Jerome Bivins, Department of Public Services Director

Page | 2 of 2



Very truly yours,

A handwritten signature in blue ink, appearing to read "Dan Guastella", with a long horizontal flourish extending to the right.

Dan Guastella, P.E.

Benesch

CC: Inkster City Treasurer Darin Carrington

Attachments:

25-04_INK, Eastern Sewer Reconstruction Bid Tabulation

Bidder	Pre-Bid Meeting Attendance	25-04 INK - Eastern Sewer Reconstruction					Bid Total As Read	Bid Total As Tabulated	Percent over Low Bid
		Bid Bonds		Bidders Qualifications	Addenda				
		Penal Sum							
HMC LLC	Yes	Yes	Yes	Yes	1-4	\$495,925.91	\$495,926.90	Low Bid	
Eminent Excavating local LLC	Yes	Yes	Yes	Yes	Yes	\$678,125.51	\$678,125.87	37%	
DVM Utilities, Inc.	Yes	Yes	Yes	Yes	Yes	\$638,775.00	\$730,637.00	47%	
Major Contracting	Yes	Yes	Yes	Yes	Yes	\$786,130.87	\$786,130.87	59%	

REQUEST FOR COUNCIL ACTION

To: Byron H. Nolen, Mayor

Date: July 1, 2025

From: Georgina Holliday, City Clerk

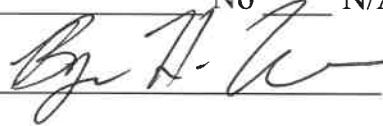
Date for Council's Consideration: July 7, 2025

ACTION REQUESTED: Consider approval of the Clerk's Office Policy and Procedure Manual, this document is created for the Clerk's Office use only.

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval



BACKGROUND:

SCOPE OF SERVICES:

JUSTIFICATION:

Clerk's office Policy and Procedure Manual to ensure that the department is running smoothly and in order, meeting all criteria of the department. To secure the steps that are outlined in the policy is kept updated as policies may change.

PROJECT IMPROVEMENTS:

PROJECTED TIMETABLE:

RESOLUTION:

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Clerk's Office Policy and Procedure Manual

1. Purpose and Scope

Purpose:

This policy and procedure manual is designed to outline the responsibilities, expectations, and procedures for all employees in the Clerk's Office. The purpose is to ensure efficient, accurate, and legally compliant operations, providing exceptional service to the public and maintaining transparency in all clerical processes.

Scope:

This policy applies to all staff within the Clerk's Office, including full-time, part-time, temporary employees, and any contractors who may be hired for specific tasks.

2. Roles and Responsibilities

2.1 Clerk's Office Staff Responsibilities

- **Clerk:** The Clerk serves as the office's lead administrator, overseeing the entire department, ensuring all records are maintained, record keeper for the entire city and ensuring compliance with Local, State, and Federal Laws.
- **Clerk:** The Clerk shall be clerk for council, he/she shall attend all meeting of the Council and shall keep a permanent journal in English language of its proceedings. He/she shall keep a record of all ordinances, resolutions, and regulations of the Council; to follow the City Charter (functions and duties)
- **Clerk:** The Clerk is responsible for all elections, training for election inspectors, and sending information to the county
- **Deputy Clerks:** Support the Clerk by performing administrative and clerical tasks, including record-keeping, document filing, and assisting with public inquiries, FOIA's, Business License, and elections. The Deputy Clerk shall assume the duties of the Clerk in his/her absence.
- **Administrative Assistants/Support Staff:** Perform day-to-day operations, including data entry, document preparation, handling correspondence, and other office support duties.

2.2 Expectations of Clerk's Office Staff:

2.2 Expectations of Clerk's Office Staff:

- Adhere to confidentiality standards when handling sensitive or confidential information.
- Ensure accuracy and timeliness in document processing.
- Provide professional, courteous, and helpful service to the public.
- Follow office procedures and policies to ensure a consistent workflow.

3. Office Hours and Public Interaction

3.1 Office Hours:

The Clerk's Office will be open to the public from Monday-Friday 8:30a.m.-4:00p.m. (staff is to be at workstation by 8:15 a.m.) any variations due to holidays or special circumstances will be communicated on the office's website and posted at the office and front entrance.

3.2 Public Interaction:

Clerk's office staff should maintain professionalism when interacting with the public:

- Treat all individuals with respect and courtesy.
 - Assist with information requests, document filing, and guidance on processes.
 - Ensure that public inquiries are answered in a timely and accurate manner.
-

4. Document Management

4.1 Receipt of Documents:

- All documents received (mail, in-person, electronically) must be date-stamped, logged, and categorized according to the office's filing system.
- Sensitive or confidential documents must be stored in a secure, locked location.

4.2 Document Filing and Retrieval:

- Documents must be filed in an orderly, easy-to-retrieve manner according to the established filing system (e.g., by case number, date, or alphabetical order).
- The filing system should ensure that documents are retrievable within a specified time frame, typically [Insert Time Frame, e.g., 24 hours].
- All documents that are scanned into digital files must be stored in a secure database with backup procedures in place.

4.3 Retention and Destruction of Documents:

- All records must be retained as required by state or federal law, or as specified by the relevant jurisdiction's retention schedule.
- Documents beyond the retention period must be destroyed securely, in compliance with all applicable laws (e.g., shredding paper documents, deleting electronic files).

5. Confidentiality and Data Security

5.1 Confidentiality:

- Clerks must maintain strict confidentiality regarding any personal or sensitive information they come in contact with, including but not limited to, financial data, social security numbers, and personal identification details.
- Employees should sign a confidentiality agreement upon hiring.

5.2 Data Security:

- All digital records must be stored on secured, encrypted servers.
- Access to confidential data should be restricted to authorized personnel only.
- Employees must use strong passwords and follow cybersecurity protocols to prevent unauthorized access to sensitive information.

6. Record Retention and Public Access

6.1 Public Access to Records:

- The Clerk's Office shall provide access to public records in compliance with open records laws, while protecting confidential or exempt information.
- Public requests for documents must be processed within the [Insert Time Frame, e.g., 5 business days], and any exceptions should be clearly communicated.

6.2 Record Retention Schedule:

- The Clerk's Office shall maintain records according to a standardized retention schedule and ensure that all staff are trained on how to handle the retention, storage, and disposal of records.

7. Payment and Fees

7.1 Processing Fees:

- Fees for public records, services, or filings will be assessed according to the [Insert Relevant Law or Policy] and may vary depending on the service provided (e.g., copying, certification, or expedited processing).
 - Payments can be made in person at City Hall (cashier window) via cash, check, or credit card.
-

8. Handling Complaints and Grievances

8.1 Complaint Resolution:

- Any complaints or grievances regarding Clerk's Office services should be submitted in writing or via the office's designated contact method.
- The Clerk's Office will address complaints in a timely manner, typically within 24-48 hours.

8.2 Grievance Procedure:

- A formal grievance procedure should be available for employees or the public, where issues cannot be resolved informally.
 - The grievance procedure will include clear steps for submitting complaints and the timeline for resolution.
-

9. Employee Training and Development

9.1 Training Requirements:

- All Clerk's Office employees must undergo regular training on topics such as record management, public records law, office software, customer service, data security and election laws and criteria.
- New employees will undergo an orientation program covering office policies, procedures, and applicable regulations.

9.2 Performance Evaluation:

- Employees will undergo annual performance evaluations based on adherence to policies, job performance, and ability to meet office goals.
-

10. Compliance with Laws and Regulations

The Clerk's Office is committed to adhering to all relevant local, state, and federal laws, including but not limited to:

- Freedom of Information Act (FOIA) and other public records laws
 - Privacy regulations (e.g., HIPAA, GDPR)
 - Local or state-specific laws governing document retention, notary services, etc.
 - ADA (American Disability Act)
-

11. Emergency Procedures

11.1 Office Closure:

- In the event of office closure due to weather, holidays, or emergencies, the Clerk's Office will notify the public through CODE RED and website.

11.2 Disaster Recovery:

- The Clerk's Office will maintain a disaster recovery plan to protect physical and digital records in case of a fire, flood, or other disasters.
-

12. Amendments and Review

This policy and procedure manual will be reviewed annually and updated as needed to reflect changes in laws, regulations, and office practices. Any amendments will be approved by City Council.

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: July 2, 2025

From: Sharde Crutchfield
Special Projects, Director

Date for Council Consideration: July 7, 2025

ACTION REQUESTED: Consider approving the City of Inkster to include Payment in Lieu of Taxes (PILOT) for a service charge in lieu of taxes for Parkside Estates and Demby Terrace, a multiple family project for persons of low or moderate income to be financed pursuant to the provisions of the State Housing Development Authority Act of 1966 (PA 346). The service fee will be in the amount of \$75,000 annual payment or 5% of shelter rents, whichever is greater, for the development being led in part by the Inkster Housing Commission.

Current Action: ☒ X _____ Emergency: _____ Future: _____

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

Mayor's Approval: _____

BACKGROUND INFORMATION

A PILOT is a tax incentive that calculates property taxes as a percent of rental revenue, instead of tying them to property value. There are currently two parcels within the City of Inkster for Cherry Hill Square Apartments (213 Henry Ruff) and Thompson Towers (27727 Michigan Ave.), both terms are attached. It is acknowledged that such housing for persons of low income is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose; further, that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all ad valorem taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of housing projects that are constructed or rehabilitated with financing extended in reliance on such tax exemption.

SCOPE OF SERVICES

The housing project identified as Parkside Estates and Demby Terrace, and the property on which it is located, shall be exempt from all ad valorem property taxes from and after the commencement of construction or rehabilitation. The City acknowledges that the applicant has established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all ad valorem property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the applicant's offer to rehabilitate and operate the housing project, the City agrees to accept payment of an annual service charge for public

services in lieu of all ad valorem property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to 5% of Tenant-Paid Rents collected by the Project during each operating year.

JUSTIFICATION

The City of Inkster faces a need to modernize its housing stock and expand access to quality, affordable housing. At the same time, the demand for affordable housing continues to outpace supply—over 40% of Inkster renters are cost-burdened, and many families lack stable, long-term housing options.

To address this, we are proposing a Payment In Lieu of Taxes (PILOT) agreement to support affordable housing development that will directly contribute to the city's housing goals. The PILOT will make it possible for the development to move forward by reducing fixed operating costs in exchange for a long-term commitment to affordability. This is not a tax break—it is a strategic tool that allows the City to attract high-quality investment while ensuring rents remain accessible to working families, seniors, and residents on fixed incomes.

This proposal aligns with broader city priorities around neighborhood revitalization, economic development, and equity

PROJECT OR IMPROVEMENT TASKS

1. Improve and promote the health and safety of Inkster residents and stakeholders
2. Improve and promote the image of Inkster
3. Improve and promote the housing stock.

COSTS

The cost of development will be covered by the Inkster Housing Commission and their development partners.

PROJECT TIMETABLE

The proposed PILOT would remain in effect for 30 years, which aligns with the required affordability period for developments financed through the Low-Income Housing Tax Credit (LIHTC) program.

The PILOT will remain active for as long as the property is subject to a regulatory agreement with MSHDA to provide affordable housing. This ensures long-term affordability for residents while allowing the developer to maintain stable operating costs over the life of the agreement.

RESOLUTION

Authorization is hereby given to the City of Inkster to include Payment in Lieu of Taxes (PILOT) for a service charge in lieu of taxes for Parkside Estates and Demby Terrace, a multiple family project for persons of low or moderate income to be financed pursuant to the provisions of the state housing development authority act of 1966 (1966 PA 346, as amended, MCL Section 125.1401 ET.SEQ.). The service fee will be in the amount of \$75,000 annual payment or 5% of shelter rents, whichever is greater, for the development being led in part by the Inkster Housing Commission.

Resolved By: _____ Seconded By: _____

Yes:

No:

Absent:

CITY OF INKSTER

AN ORDINANCE TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR PARKSIDE ESTATES AND DEMBY TERRACE, A MULTIPLE FAMILY PROJECT FOR PERSONS OF LOW OR MODERATE INCOME TO BE FINANCED PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966 (1966 PA 346, AS AMENDED, MCL SECTION 125.1401 ET.SEQ.).

THE CITY OF INKSTER ORDAINS:

Section 1. **Addition to the City of Inkster Ordinances.** The City of Inkster adds this **Tax Exemption for Housing Ordinance with respect to Parkside Estates and Demby Terrace**, which reads in its entirety as follows:

Section 2. **Authority for the Ordinance.**

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966 (1966 PA 346, as amended, MCL 125.1401, *et seq.* hereafter the “Act”). The City of Inkster (the “City”) is authorized by the Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under the Act at the amount it chooses, not to exceed the taxes that would be paid but for the Act. It is further acknowledged that such housing for persons of low income is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose; further, that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of housing projects that are constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City acknowledges that Inkster Housing Solutions Limited Dividend Housing Association, LLC (the “Sponsor”) the owner of the Project, which includes an affiliate of the Inkster Housing Commission (“IHC”) has offered, subject to receipt of an allocation under the LIHTC Program from the Michigan State Housing Development Authority, to acquire, rehabilitate, own and operate Parkside Estates and Demby Terrace. The Project is to be located on certain property in the City as described in the attached Exhibit “A”, to serve Low Income Persons and Families, and that the Sponsor has offered to pay the City on account of this Project an annual service charge for public services in lieu of all *ad valorem* property taxes.

Section 3. Definitions.

All terms shall be defined as set forth in the State Housing Development Authority Act of 1966, Public Act 346 of 1966 of the State of Michigan, as amended, including and in addition to the following:

- A. Act means the State Housing Development Authority Act, Public Act 346 of 1966 of the State of Michigan, as amended.
- B. Authority means the Michigan State Housing Development Authority.
- C. Contract Rents means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development (HUD) in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of the Project during an annual period, exclusive of Utilities.
- D. LIHTC Program means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.
- E. Low Income Persons and Families means persons and families eligible to move into a housing project.
- F. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made or authorized by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of the Project, as secured by a mortgage on the Project.
- G. Project means Parkside Estates and Demby Terrace.
- H. Sponsor means Inkster Housing Solutions Limited Dividend Housing Association, LLC and any entity that receives or assumes the Mortgage Loan.
- I. Tenant-Paid Rents means that portion of Contract Rents that is the tenant-paid portion, exclusive of Utilities and any HUD Section 8 Housing Assistance Payments or other similar subsidies received on behalf of a tenant.
- J. Utilities mean charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the Project.

Section 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan. It is further determined that the Parkside Estates and Demby Terrace is of this class.

Section 5. Establishment of Annual Service Charge.

The housing project identified as Parkside Estates and Demby Terrace and the property on which it is located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction or rehabilitation. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to rehabilitate and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to \$75,000 annual payment or 5% of Tenant-Paid Rents actually collected by the Project during each operating year.

Section 6. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the Project that is tax exempt but which is occupied by other than Low Income Persons or Families, if any, shall be equal to the full amount of the taxes which would be paid on that portion of the Project if the Project were not tax exempt.

Section 7. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

Section 8. Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the and distributed to the several units levying the general property tax in the same proportion as prevail with the general property taxes. The annual payment for each operating year shall be paid on or before _____ of each year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

Section 9. **Duration.**

The provisions of this Ordinance shall become effective upon acquisition of the Project by the Sponsor and shall remain in effect and shall not terminate as long as the Authority, Sponsor or other governmental entity shall have any interest in the Project in the City, or for a period of forty (40) years after this Ordinance becomes effective.

Section 10. **Severability.**

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect the validity of the Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

Section 11. **Inconsistent Ordinances.**

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

Section 12. **Effective Date; Publication.**

This Ordinance shall take effect pursuant to the provisions of Chapter 8 of the City of Inkster Charter.

MADE, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF INKSTER, WAYNE COUNTY, MICHIGAN, THIS ____ DAY OF _____, 20 ____.

ENACTMENT DATE: _____

CERTIFICATION

I, _____, do hereby certify that I am the duly appointed and acting City Clerk of the City of Inkster and that the foregoing ordinance was adopted by the City of Inkster on the ____ day of _____, 2025.

City Clerk



Michigan State Housing Development Authority

James L. Logue III, Executive Director

Plaza One, Fifth Floor
401 South Washington Square, P.O. Box 30044
Lansing, Michigan 48909

State of Michigan
John Engler, Governor

Department of Consumer
and Industry Services
Kathleen M. Wilbur, Director

October 5, 1999

Tax Assessor
City of Inkster
2121 Inkster Road
Inkster, Michigan 48141

Re: Thompson Tower

Dear Local Assessor:

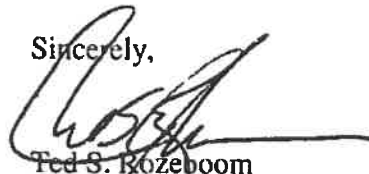
Enclosed please find an executed "Notification to Local Assessor of Exemption" form which is being filed for the above-captioned development pursuant to Section 15(a)(1) of the State Housing Development Authority Act of 1966 (Public Act No. 346 of 1966).

As the Act requires a single filing of the Notification at the start of the exemption, you will not receive any further notification of exemption for this development. We will, however, notify you of any facts which would disqualify the development from tax exemption under Section 15(a).

Please acknowledge receipt of the enclosed Notification by signing the acknowledgment found on the lower lefthand corner of the duplicate of this letter and return the duplicate to Linda Schwartz at the above address.

If you have any questions with regard to this matter, please contact Linda Schwartz at (517) 373-8295.

Sincerely,



Ted S. Rozeboom
Director of Legal Affairs

Enclosure

I hereby acknowledge receipt of the enclosed Notification.



Date: 10/11/99

NOTIFICATION TO LOCAL ASSESSOR OF EXEMPTION

Department of Consumer and Industry Services
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
401 S. Washington Square, Plaza One Building
Lansing, Michigan 48933

STATE OF MICHIGAN)
)ss.
COUNTY OF Wayne)

(Notary Public please fill in name of county)

Gerald A. Krueger (insert name of authorized agent), being duly sworn, deposes and says:

1. This affidavit is made for the purposes of Section 15a of Act No. 346 of the Public Acts of 1966, as amended.

2. Notice is hereby given of exemption from all taxes imposed by the State or by any political subdivision, public body or taxing district in which the property described on Form A attached to and made a part of this Notification is located.

3. The housing development for which exemption is claimed is financed by a (check one):

_____ state-aided X federally-aided

mortgage and is generally identified as Thompson Tower, Inkster, MI
(insert name of housing development).

4. The housing development for which exemption is claimed is for (check one):

X rental
_____ cooperative
_____ subsequent sale to an individual purchaser

5. The housing development is undertaken by TT-98 Limited Dividend Housing Association Limited Partnership (insert name of owner entity), a (check one):

_____ nonprofit housing corporation
_____ consumer housing cooperative
X limited dividend housing association limited partnership
_____ limited dividend housing association limited liability company
_____ limited dividend housing corporation


(Signature of affiant who has been
authorized to make this affidavit)

Gerald A. Krueger, President of American
Communities, Inc., General Partner
(Title)

(This section to be prepared and executed by Notary Public)

Subscribed and sworn to before me this 29th day of September, 1999.

Cynthia A. Jeffery
Cynthia A. Jeffery, Notary
Public, Macomb County, Michigan
My commission expires: July 18, 2000
Acting in Wayne County, MI

(This section to be prepared and executed by
Michigan State Housing Development Authority)

I certify that this affidavit has been submitted to the Michigan State Housing Development Authority (the "Authority") for certification and that the project described in Form A is eligible for exemption. If a federally-aided mortgage or advance is the method of financing disclosed by this affidavit, this certification is based upon documentation on file with the Authority showing that the project is financed with federally-aided financing.

MICHIGAN STATE HOUSING
DEVELOPMENT AUTHORITY

By: James L. Logue III
Its: Executive Director

Subscribed and sworn to before me this 5th day of October, 1999.

Linda A. Schwartz
_____, Notary
Public, _____ County, Michigan
My commission expires:

LINDA A. SCHWARTZ
Notary Public, Clinton County, MI
ACTING IN Ingham CO.
My Commission Expires 03/14/2003

**DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**

FORM A

(Attachment to Notification to
Local Assessor Exemption)

Insert Legal or Tax Roll Description of Land here:

Land in the City of Inkster, County of Wayne, State of Michigan, described as:

That part of the Northeast ¼ of Section 25, Town 2 South, Range 9 East, City of Inkster, Wayne County, Michigan, being a part of "Huck's Subdivision" according to the plat thereof as recorded in liber 49 on page 48 of Plats, Wayne County Records, and of "Leith Subdivision" according to the plat thereof as recorded in liber 46 of Plats, on page 56, Wayne County Records, including vacated alley therein described as follows:

Beginning at a point on the North line of the Pennsylvania Central Railroad Right of Way, said point being also the Southwest corner of said "Huck's Subdivision" and proceeding thence along the West line of said subdivision North 0 degrees 15 minutes 12 seconds East 892.23 feet to a point on the South line of Michigan Avenue North 73 degrees 38 minutes 18 seconds East 428.47 feet; thence South 10 degrees 51 minutes 18 seconds East 916.63 feet to the North line of said Pennsylvania Central Railroad Right of Way; thence along said North line South 79 degrees 08 minutes 42 seconds West 598.39 feet to the point of beginning.

Now known as Lot 1, Robert Simmons Urban Renewal Plat No. 1 as recorded in liber 101, pages 6 and 7 of Plats, Wayne County Records.

Tax I.D. # 007-08-0001-000

C.K.A. 27727 Michigan Ave., Inkster

Insert Description of Building(s) and Improvements here:

<u>Unit Type</u>	<u>No. of Units</u>
1 Bedroom	240
2 Bedroom	60

Insert Description of Social, Recreational and Communal Facilities as may be Incidental or Pertinent here:

The Project includes an Activity Room on each floor, community areas on the ground floor and laundry facilities on four floors.



STATE OF MICHIGAN

JENNIFER M. GRANHOLM
GOVERNOR

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
LANSING

KEITH MOLIN
EXECUTIVE DIRECTOR

JAN 14 2010

January 6, 2010

Local Assessor
City of Inkster
Finance Department
26215 Trowbridge
Inkster, Michigan 48141

RE: Cherry Hill Square

Dear Local Assessor:

Enclosed please find an executed "Notification to Local Assessor of Exemption" form, which is being filed with respect to the above captioned development. This development became eligible for PILOT in December, 2009.

Please acknowledge receipt of the enclosed notification by signing the acknowledgment found in the lower left-hand corner of this letter and return it to the address listed below. If you have any questions with regard to this matter, please contact me at 517-335-4154.

Sincerely,

Libby Burnett
Office of Legal Affairs

Enclosure

I hereby acknowledge receipt of the enclosed notification.

Date: Jan 13, 2010



NOTIFICATION TO LOCAL ASSESSOR OF EXEMPTION

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
735 East Michigan Avenue, Lansing, Michigan 48912

STATE OF MICHIGAN)
)ss.
COUNTY OF Wayne)

(Notary Public please fill in name of county)

Kathy Makino-Leipsitz (insert name of authorized agent), being duly sworn,
deposes and says:

1. This affidavit is made for the purposes of Section 15a of Act No. 346 of the Public Acts of 1966, as amended.

2. Notice is hereby given of exemption from all taxes imposed by the State or by any political subdivision, public body or taxing district in which the property described on Form A attached to and made a part of this Notification is located.

3. The housing development for which exemption is claimed is financed by a (check one):

 state-aided X federally-aided

mortgage and is generally identified as Cherry Hill Square
(insert name of housing development).

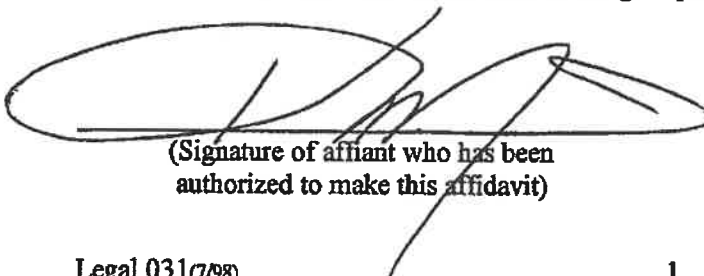
4. The housing development for which exemption is claimed is for (check one):

 X rental
 cooperative
 subsequent sale to an individual purchaser

5. The housing development is undertaken by Cherry Hill Square Limited Dividend Housing

Association Limited Partnership (insert name of owner entity), a (check one):

 nonprofit housing corporation
 consumer housing cooperative
 X limited dividend housing association limited partnership
 limited dividend housing association limited liability company
 limited dividend housing corporation


(Signature of affiant who has been
authorized to make this affidavit)

Member of its G.P.
(Title)

(This section to be prepared and executed by Notary Public)

Subscribed and sworn to before me this 24 day of August, 2009

LINDA R. SHIPMAN
Notary Public, State of Michigan
County of Wayne
My Commission Expires Nov. 29, 2013
Acting in the County of Wayne

[Signature]
Notary Public, Wayne County, Michigan
My commission expires: 11/29/2013
Acting in Wayne County, Michigan

(This section to be prepared and executed by
Michigan State Housing Development Authority)

I certify that this affidavit has been submitted to the Michigan State Housing Development Authority (the "Authority") for certification and that the project described in Form A is eligible for exemption. If a federally-aided mortgage or advance is the method of financing disclosed by this affidavit, this certification is based upon documentation on file with the Authority showing that the project is financed with federally-aided financing.

MICHIGAN STATE HOUSING
DEVELOPMENT AUTHORITY

By: [Signature]
Christopher L. LaGrand
Its: Director of Legal Affairs

Subscribed and sworn to before me this 6th day of January, 2010

OLIVIA L. BURNETT
Notary Public, State of Michigan
County of Eaton
My Commission Expires Apr. 08, 2014
Acting in the County of Wayne

[Signature]
Notary Public, _____ County, Michigan
My commission expires: _____
Acting in _____ County, Michigan

**DEPARTMENT OF LABOR AND ECONOMIC GROWTH
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**

FORM A

(Attachment to Notification to
Local Assessor of Exemption)

Insert Legal or Tax Roll Description of Land here:

See Attached

Insert Description of Building(s) and Improvements here:

(120) one and two bedroom units in one four-story building.

**Insert Description of Social, Recreational and Communal Facilities as
may be Incidental or Pertinent here:**

None

EXHIBIT A

The following described premises situated in the City of Inkster, County of Wayne, State of Michigan:

Land in the City of Inkster, Wayne County, Michigan, more particularly described as:

A parcel of land in the Northwest 1/4 of the Northeast 1/4 of Section 23, Town 2 South, Range 9 East, Michigan Meridian, Nankin Township (now City of Inkster), Wayne County, Michigan, described as:

Beginning at an iron rod on the North and South 1/4 line of said Section 23, distant South 00 degrees 18 minutes 00 seconds West, 687.67 feet from the North 1/4 corner of said Section 23; thence South 89 degrees 46 minutes 20 seconds East, 480.00 feet to an iron rod; thence South 00 degrees 18 minutes 00 seconds West, 406.00 feet to an iron rod; thence North 89 degrees 46 minutes 20 seconds West, 480.00 feet to an iron rod on the said North and South 1/4 line; thence along said North and South 1/4 line North 00 degrees 18 minutes 00 seconds East, 406.00 feet to the point of beginning; reserving the Westerly 33.00 feet for Henry Ruff Road.

**Commonly known as 213 Henry Ruff Road, Inkster, Michigan
Parcel Identification No. 44-001-99-0013-000**