



**CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
May 24, 2021
7:30 PM**

TO PARTICIPATE IN THE MEETING USING ZOOM:

Click the following link: <https://us02web.zoom.us/j/83226836698> Meeting ID: 832 2683 6698

To participate by phone, dial: 1-646-558-8656, Enter the meeting ID, followed by the # sign.

Pledge of Allegiance

Roll Call

1. Agenda

- A. Approval of Agenda

2. Minutes

- A. Approval of minutes from the regular meeting held on Monday, May 10, 2021, at 7:30 p.m.

3. Petitioner

- A. SLU-2021-001; Miller Pipeline (6777 Metroplex)

4. Chairperson's Report, John Barden, Mayor Pro-Tem

- A. Approval of the Chairperson's Report

5. Mayor's Report – LeRoy D. Burcroff, Mayor

- A. Michigan Indigent Defense Commission Grant Independent Contractor-MIDC Administrative Assistant
- B. Beverly Road Phase II - Tri-Party Agreement with State of Michigan, ROWE, and the City of Romulus
- C. Request for No Fee Permit and Road Closure
- D. FYI - No action required

6. Clerk's Report – Ellen L. Craig-Bragg, Clerk

- A. Study Session Request by Roberto Scappaticci, DPW Director, for June 7, 2021 @ 6:00pm to discuss changes in engineering standards
- B. Study Session request by Treasurer Paige for June 7, 2021 @ 7:00pm to discuss the Quarterly Investment Report
- C. Study Session Request by Joshua Monte, Police Captain, for June 14, 2021, at 6:00 p.m. to discuss the leasing of marked patrol vehicles and purchase of Motorola radios for police and dispatch
- D. Approval of the 2021 Honorary Street Sign Dedications
- E. Approval of SLU 2021-001; Miller Pipeline at 6777 Metroplex

7. Treasurer's Report – Stacy Paige, Treasurer

8. Public Comment - Citizens are to limit their comments to three (3) minutes. All citizens wishing to speak will be heard.

9. Unfinished Business

10. New Business

11. Warrant

- A. Approval of Warrant #: 21-10 Checks presented in the amount of \$1,333,460.69

12. Communication

13. Adjournment



RULES REGARDING THE PUBLIC ADDRESSING A CITY MEETING

Any member of the public shall have the right to address the City Council, Board or Commission on any item on the agenda under the following conditions:

1. Individuals requesting to address City Council, a Board or Commission on an agenda item or under public comment must fill out a “*Request to Address*” card provided – listing name, address, phone number and agenda item on which comments are desired to be made and present it to the Clerk or recording secretary.
2. When the agenda item is reached, the clerk or recording secretary shall call upon the person or persons who filed the request to speak. A member of the public shall not be permitted to enter into debate with a petitioner.
3. Individuals that would like to address City Council under the public comment portion of the agenda, must raise their hand and when recognized by the chair, the person shall approach the microphone and state their name and address.
4. Remarks shall be limited to three (3) minutes, subject to being extended an additional three (3) minutes by consent of the chair. There shall be no personal attacks. Remarks shall not contain any profanity, racial, ethnic, religious, sexual or national origin slurs or overtones. Anyone making such remarks shall lose his/her right to address the City Council, Board or Commission.
5. No person shall be permitted to address the group on any item more than once at any one meeting without the approval of a majority of the quorum present.
6. All of the foregoing does not apply to a person previously granted a hearing at the meeting in question.
7. This rule does not permit members of the public to join in debate or discussion with petitioners, members of the body or with other members of the public present at such meeting.
8. Once a motion is on the floor, discussion from the public shall no longer be permitted on that agenda item.
9. The public may make a request to the Chairperson of the Council on a form provided by the Clerk, to be added to the agenda of a future Council meeting to address a subject that Council would have authority to address. If the Chairperson denies the request, the request may be made to the entire Council under the Public Comment section of the Council’s agenda. If the request is granted by a majority of the Council, it will be added as an agenda item at the next regular meeting of the Council.

The meeting will be held in the City Council Chambers, Romulus City Hall, 11111 South Wayne Road, Romulus, MI 48174. NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA), is asked to contact the Clerk’s Office (734-942-7540) 48 hours prior to the meeting – the staff will be pleased to make the necessary arrangements.



City of Romulus

Agenda

Council Meeting Held: **May 24, 2021**

Item No. A.

General Description: Approval of Agenda

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Minutes

Council Meeting Held: **May 24, 2021**

Item No. A.

General Description: Approval of minutes from the regular meeting held on Monday, May 10, 2021, at 7:30 p.m.

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MINUTES OF THE REGULAR ROMULUS CITY COUNCIL MEETING

May 10, 2021

Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174

THE MEETING WAS HELD ELECTRONICALLY VIA ZOOM MEETING TELECOMMUNICATIONS

The meeting was called to order at 7:32 p.m. by Mayor Pro-Tem John Barden

Pledge of Allegiance – Led by Councilperson Wadsworth

Roll Call

Present: **Kathy Abdo** (remote from Romulus, MI), **John Barden** (remote from Romulus, MI), **Celeste Roscoe** (remote from Romulus, MI), **Tina Talley** (remote from Romulus, MI), **William Wadsworth** (remote from Romulus, MI), **Eva Webb** (remote from Romulus, MI), **Virginia Williams** (remote from Romulus, MI)

Absent / Excused:

Administrative Officials in Attendance:

LeRoy Burcroff, Mayor

Stacy Paige, Treasurer

Administrative Staff in Attendance:

D'Sjonaun Hockenhull - Deputy Clerk; Julie Wojtylko - Chief of Staff; Stephen Hitchcock - City Attorney; Maria Farris - Finance Director; Victoria Trush - Assistant Finance Director; Stephen Dudek - Technology Director; Joshua Monte - Police Captain; Kevin Krause - Director of Fire & Emergency Services; Robert McCraight - Director of Public Services & Economic Development; Kathy Hood - Deputy DPW Director; Mike Laskaska - Director of Communications & Community Service; Merrie Druyor - TIFA/DDA Director & Economic Development Coordinator.

1. Agenda

- A. Moved by **Tina Talley**, seconded by **Kathy Abdo** to accept the agenda as presented.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

2. Minutes

- A. **Res. #21-137** Moved by **William Wadsworth**, seconded by **Eva Webb** to approve the minutes from the regular meeting held on Monday, May 3, 2021, at 7:30 p.m.

Roll Call Vote: Ayes - Abdo, Barden, Talley, Wadsworth, Webb, Williams

Nays - None

Abstain - Roscoe

Motion Carried

- B. **Res. #21-138** Moved by **Eva Webb**, seconded by **Tina Talley** to approve the minutes from the public hearing to discuss the Preliminary Budget FY 2021/2022 held on Monday, May 3, 2021, at 6:15 p.m.

Roll Call Vote: Ayes - Abdo, Barden, Talley, Wadsworth, Webb, Williams

Nays - None

Abstain - Roscoe

Motion Carried

3. Petitioner - None

4. Chairperson's Report, John Barden, Mayor Pro-Tem

- A.** Moved by **Celeste Roscoe**, seconded by **Tina Talley** to accept the Chairperson's Report.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

5. Mayor's Report – LeRoy D. Burcroff, Mayor

- A. Res. #21-139** Moved by **Eva Webb**, seconded by **Tina Talley** to concur with administration and grant authorization for the Mayor and Clerk to enter into the lease-purchase agreement with Comerica Leasing for the lease-purchase of one (1) 2019 Ford E-450 Ambulance Demo in the amount of \$206,902.33 at the fixed interest rate of 2.04% for four (4) years with the first payment to be made May 1, 2022. The City would own the vehicle at the term of the lease.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

- B. Res. #21-140** Moved by **William Wadsworth**, seconded by **Eva Webb** to concur with the administration and adopt the General and Special Appropriations Act and Tax Levy authorization for the City of Romulus and 34th District Court Fiscal Year 2021-2022 as submitted by Mayor Burcroff.

CITY OF ROMULUS

GENERAL AND SPECIAL APPROPRIATIONS ACT

A resolution to provide for the adoption of a budget proposed by the Mayor containing estimates of proposed revenues and expenditures for the fiscal year beginning July 1, 2021 and ending June 30, 2022 and millage rates to support this budget.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROMULUS:

SECTION 1. That for the expenditures of the City Government and its activities for the fiscal year, beginning July 1, 2021 and ending June 30, 2022, the amounts in the following sections are hereby appropriated.

SECTION 2. That for the said fiscal year there is hereby appropriated out of the General Fund on an activity basis, the following:

COUNCIL	\$	98,210
MAYOR		689,739
CLERK		675,399
FINANCIAL SERVICES		11,637,364
TREASURER		461,819
PUBLIC SAFETY		1,452,004

	PUBLIC SERVICES	3,321,658
	COMMUNITY & ECONOMIC DEVELOPMENT	128,748
	RECREATIONAL & CULTURAL	653,645
	TOTAL EXPENDITURES	19,118,586
REVENUES		
	PROPERTY TAXES	8,663,230
	BUSINESS LICENSES & PERMITS	216,000
	FEDERAL GRANTS & REVENUES	-
	STATE GRANTS & REVENUES	4,192,300
	CHARGES FOR SERVICES	638,120
	FINES & FORFEITS	900,000
	INTEREST & RENTS	601,380
	OTHER REVENUES	1,529,750
	CONTRIBUTIONS FROM LOCAL UNITS	69,920
	NON-BUSINESS LICENSES & PERMITS	1,259,200
	TOTAL REVENUES	18,069,900
	APPROPRIATION - FUND BALANCE	1,048,686
	TOTAL REVENUES & APPROPRIATED FUND BALANCE	19,118,586

SECTION 3. That for the said fiscal year there is hereby appropriated out of the Major Roads Fund on an activity basis, the following:

MAJOR ROADS FUND EXPENDITURES	1,798,112
TRANSFER TO LOCAL STREETS	285,000
TRANSFER TO DEBT FUND	205,780
TOTAL EXPENDITURES & CONTINGENCIES	2,288,892
REVENUES	2,377,750

SECTION 4. That for the said fiscal year there is hereby appropriated out of the Local Streets Fund on an activity basis, the following:

LOCAL STREETS FUND EXPENDITURES	981,057
REVENUES	973,700
APPROPRIATION - FUND BALANCE	7,357
TOTAL REVENUES & APPROPRIATED FUND BALANCE	981,057

SECTION 5. That for the said fiscal year there is hereby appropriated out of the Public Safety Fund on an activity basis, the following:

PUBLIC SAFETY FUND	14,271,020
REVENUES	14,271,020

SECTION 6. That for the said fiscal year there is hereby appropriated out of the Romulus Athletic Center Fund on an activity basis, the following:

ROMULUS ATHLETIC CENTER	2,191,530
REVENUES	2,196,440

SECTION 7. That for the said fiscal year there is hereby appropriated out of the Cemetery Perpetuation Fund on an activity basis, the following:

CEMETERY FUND	8,000
REVENUES	100
APPROPRIATION - FUND BALANCE	7,900
TOTAL REVENUES & APPROPRIATED FUND BALANCE	8,000

SECTION 8. That for the said fiscal year there is hereby appropriated out of the Cable Television Fund on an activity basis, the following:

CABLE TELEVISION	327,686
REVENUES	369,620

SECTION 9. That for the said fiscal year there is hereby appropriated out of the Merriman Road Special Assessment Fund on an activity basis, the following:

MERRIMAN RD SPECIAL ASSESSMENT	101,740
REVENUES	99,740
APPROPRIATION - FUND BALANCE	2,000
TOTAL REVENUES & APPROPRIATED FUND BALANCE	101,740

SECTION 10. That for the said fiscal year there is hereby appropriated out of the Street Lighting Fund on an activity basis, the following:

STREET LIGHTING	<u>627,840</u>
REVENUES	<u>609,406</u>
APPROPRIATION - FUND BALANCE	18,434
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>627,840</u>

SECTION 11. That for the said fiscal year there is hereby appropriated out of the Oakwood Special Assessment District on an activity basis, the following:

OAKWOOD SPECIAL ASSESSMENT DISTRICT	<u>15,500</u>
REVENUES	<u>20,810</u>

SECTION 12. That for the said fiscal year there is hereby appropriated out of the Community/Employee Activity Fund on an activity basis, the following:

COMMUNITY/EMPLOYEE ACTIVITY FUND	<u>2,300</u>
REVENUES	<u>10,700</u>

SECTION 13. That for the said fiscal year there is hereby appropriated out of the Sanitation Fund on an activity basis, the following:

SANITATION	<u>1,343,440</u>
REVENUES	<u>1,347,100</u>

SECTION 14. That for the said fiscal year there is hereby appropriated out of the Community Development Block Grants Fund on an activity basis, the following:

COMMUNITY DEVELOPMENT BLOCK GRANTS	<u>35,000</u>
REVENUES	<u>35,000</u>

SECTION 15. That for the said fiscal year there is hereby appropriated out of the Michigan Indigent Defense Fund on an activity basis, the following:

MICHIGAN INDIGENT DEFENSE FUND	<u>398,360</u>
REVENUES	<u>398,240</u>
APPROPRIATION - FUND BALANCE	120
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>398,360</u>

SECTION 16. That for the said fiscal year there is hereby appropriated out of the 9 1 1 Fund on an activity basis, the following:

9 1 1 FUND	165,920
REVENUES	135,460
APPROPRIATION - FUND BALANCE	30,460
TOTAL REVENUES & APPROPRIATED FUND BALANCE	165,920

SECTION 17. That for the said fiscal year there is hereby appropriated out of the Federal Law Enforcement Fund on an activity basis, the following:

FEDERAL LAW ENFORCEMENT	23,760
REVENUES	-
APPROPRIATION - FUND BALANCE	23,760
TOTAL REVENUES & APPROPRIATED FUND BALANCE	23,760

SECTION 18. That for the said fiscal year there is hereby appropriated out of the State Law Enforcement Fund on an activity basis, the following:

STATE FORFEITURE	151,880
REVENUES	51,000
APPROPRIATION - FUND BALANCE	100,880
TOTAL REVENUES & APPROPRIATED FUND BALANCE	151,880

SECTION 19. That for the said fiscal year there is hereby appropriated out of the Municipal Library Fund on an activity basis, the following:

MUNICIPAL LIBRARY	1,129,165
REVENUES	859,373
APPROPRIATION - FUND BALANCE	269,792
TOTAL REVENUES & APPROPRIATED FUND BALANCE	1,129,165

SECTION 20. That for the said fiscal year there is hereby appropriated out of the Special Assessment - Beverly Road Fund on an activity basis, the following:

SPECIAL ASSESSMENT - BEVERLY ROAD	82,540
REVENUES	2,000
APPROPRIATION - FUND BALANCE	80,540
TOTAL REVENUES & APPROPRIATED FUND BALANCE	82,540

SECTION 21. That for the said fiscal year there is hereby appropriated out of the 2017B Court Building Debt Service Fund on an activity basis, the following:

2017B COURT BUILDING CAPITAL IMPROVEMENT BONDS	<u>1,044,425</u>
REVENUES	<u>888,250</u>
APPROPRIATION - FUND BALANCE	156,175
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>1,044,425</u>

SECTION 22. That for the said fiscal year there is hereby appropriated out of the 2017A Ecorse/Vining Capital Improvement Debt Service Fund on an activity basis, the following:

2017A ECORSE/VINING CAPITAL IMPROVEMENT BONDS	<u>1,199,680</u>
REVENUES	<u>1,278,923</u>

SECTION 23. That for the said fiscal year there is hereby appropriated out of the 2014 Capital Improvement Debt Service Fund on an activity basis, the following:

2014 CAPITAL IMPROVEMENT BONDS	<u>205,780</u>
REVENUES	<u>205,780</u>

SECTION 24. That for the said fiscal year there is hereby appropriated out of the Sewer Debt Service Fund on an activity basis, the following:

SEWER DEBT SERVICE	<u>320,000</u>
REVENUES	<u>95,000</u>
APPROPRIATION - FUND BALANCE	225,000
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>320,000</u>

SECTION 25. That for the said fiscal year there is hereby appropriated out of the Water Debt Service Fund on an activity basis, the following:

WATER DEBT SERVICE	<u>-</u>
REVENUES	<u>500</u>

SECTION 26. That for the said fiscal year there is hereby appropriated out of the Ecorse Construction & Vining Road Extension Fund on an activity basis, the following:

ECORSE CONSTRUCTION & VINING ROAD EXTENSION	<u>981,853</u>
REVENUES	<u>5,000</u>
APPROPRIATION - FUND BALANCE	976,853
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>981,853</u>

SECTION 27. That for the said fiscal year there is hereby appropriated out of the Tax Increment Finance Authority Vining Road Construction Fund on an activity basis, the following:

TIFA-VINING CONSTRUCTION	<u>37,746</u>
REVENUES	<u>100</u>
APPROPRIATION - FUND BALANCE	<u>37,646</u>
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>37,746</u>

SECTION 28. That for the said fiscal year there is hereby appropriated out of the Sewer and Water Fund on an activity basis, the following:

SEWER AND WATER	<u>16,935,138</u>
REVENUES	<u>14,199,203</u>
APPROPRIATION - FUND BALANCE	<u>2,735,935</u>
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>16,935,138</u>

SECTION 29. That for the said fiscal year there is hereby appropriated out of the Vehicle and Equipment Fund on an activity basis, the following:

MOTOR VEHICLE AND EQUIPMENT	<u>1,914,270</u>
REVENUES	<u>1,325,550</u>
APPROPRIATION - FUND BALANCE	<u>588,720</u>
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>1,914,270</u>

SECTION 30. That for the said fiscal year there is hereby appropriated out of the Technology Services Fund on an activity basis, the following:

TECHNOLOGY SERVICES	<u>689,939</u>
REVENUES	<u>705,040</u>

SECTION 31. That for the said fiscal year there is hereby appropriated out of the Property and Liability Self-Insurance Fund on an activity basis, the following:

PROPERTY AND LIABILITY SELF INSURANCE	<u>644,860</u>
REVENUES	<u>651,250</u>

SECTION 32. That for the said fiscal year there is hereby appropriated out of the Retirement Insurance Benefit Fund on an activity basis, the following:

RETIREE INSURANCE BENEFITS	<u>2,868,160</u>
REVENUES	<u>2,980,680</u>

SECTION 33. That for the said fiscal year there is hereby appropriated out of the Brownfield Redevelopment Authority Fund on an activity basis, the following:

BROWNFIELD REDEVELOPMENT AUTHORITY	<u>3,610</u>
REVENUES	<u>9,760</u>

SECTION 34. That for the said fiscal year there is hereby appropriated out of the Downtown Development Authority Fund on an activity basis, the following:

DOWNTOWN DEVELOPMENT AUTHORITY	<u>615,604</u>
REVENUES	<u>501,090</u>
APPROPRIATION - FUND BALANCE	114,514
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>615,604</u>

SECTION 35. That for the said fiscal year there is hereby appropriated out of the Tax Increment Finance Authority Funds on an activity basis, the following:

TIFA DISTRICT II	<u>8,661,431</u>
REVENUES	<u>5,755,300</u>
APPROPRIATION - FUND BALANCE	2,906,131
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>8,661,431</u>

SECTION 36. That for the said fiscal year there is hereby appropriated out of the 34th District Court on an activity basis, the following:

34th DISTRICT COURT	<u>4,549,500</u>
REVENUES	<u>4,549,500</u>

SECTION 37. That for the said fiscal year there is hereby appropriated the following Capital Budget expenditures:

CAPITAL BUDGET	<u>8,630,260</u>
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SECTION 38. That amounts budgeted for specific items or purposes and not required to be utilized for such items or purposes may be spent by the Mayor for other items or purposes within the same activity for which such allocations are made.

SECTION 39. Be it further resolved that the following millage rates as provided by charter or statute be assessed:

OPERATING MILLAGE	9.4063
P.A. 359 MILLAGE	0.0464
FIRE AND POLICE SERVICES MILLAGE	4.0000
LIBRARY MILLAGE	0.7000
SANITATION MILLAGE	1.5500
EPA LEVY MILLAGE	0.1682

SECTION 40. Be it further resolved that the Property Tax Administration Fee and any type of late penalty charge as provided for by charter or statute be assessed.

Roll Call Vote: Ayes - Barden, Roscoe, Talley, Wadsworth, Webb,
Nays - Abdo, Williams

Motion Carried

6. Clerk's Report – Ellen L. Craig-Bragg, Clerk

- A. Res. #21-141** Moved by **Celeste Roscoe**, seconded by **William Wadsworth** to adopt a resolution to approve the ballot language to be placed on the ballot for November 2, 2021, General Election.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb,
Nays - Williams

Motion Carried

- B. Res. #21-142** Moved by **William Wadsworth**, seconded by **Celeste Roscoe** to approve the Proposed 2021-2022 Fee Schedule.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams
Nays - None

Motion Carried Unanimously

7. Treasurer's Report – Stacy Paige, Treasurer - No Report

8. Public Comment - None

9. Unfinished Business - None

10. New Business

Councilperson Wadsworth commended a DPW worker for his careful explanation to residents about the water project on Barth Road.

11. Warrant

- A. Res. #21-143** Moved by **Kathy Abdo**, seconded by **Tina Talley** to approve Warrant #: 21-9 Checks presented in the amount of \$941,327.46.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams
Nays - None

Motion Carried Unanimously

- B. Res. #21-144** Moved by **Kathy Abdo**, seconded by **Virginia Williams** to approve Warrant #: 21-9E Checks presented in the amount of \$12,268.75.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

12. Communication

Councilperson Roscoe reminded residents of the paper shred day on May 15th from 9:00 a.m. to 12:00 p.m. at the City Hall Complex. She also reminded residents of the Free Dumping Days on May 20th through the 22nd from 8:30 a.m. to 3:00 p.m. and from 8:30 a.m. to 2:00 p.m. on Saturday. Councilperson Talley expressed gratitude for the ribbon-cutting event at the new 34th District Court building. She reminded residents that Romulus High School is looking for donations for "swag bags" for high school seniors. May 24th is the deadline for donations. Councilperson Talley commended the ceremony for the merger of two VFW posts.

Res. #21-145 Moved by **Virginia Williams**, seconded by **William Wadsworth** to adopt a resolution celebrating the 90th birthday of Carmelita Johnson.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

Councilperson Williams also reminded residents that Forgotten Harvest will be at the Romulus High School every Tuesday from 11:00 a.m. to 1:30 p.m.

13. Adjournment

Moved by **William Wadsworth**, seconded by **Kathy Abdo** to adjourn the meeting at 8:22 p.m.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the regular meeting of the Romulus City Council held on May 10, 2021.



Ellen L. Craig-Bragg, City Clerk
City of Romulus, Michigan



City of Romulus

Petitioner

Council Meeting Held: **May 24, 2021**

Item No. A.

General Description: SLU-2021-001; Miller Pipeline (6777 Metroplex)

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

PLANNING DEPARTMENT MEMORANDUM

DATE: May 17, 2021
TO: Ellen Craig-Bragg, City Clerk
FROM: Carol Maise, City Planner
SUBJECT: SLU-2021-001; **Miller Pipeline** (6777 Metroplex)
Special Land Use Request

At a meeting held April 19, 2021, the Planning Commission considered a special land use request for a contractor's outdoor storage yard for Miller Pipeline at 6777 Metroplex and recommended approval to the Romulus City Council.

Please find the attached for City Council consideration at their May 24, 2021 meeting:

Planning Department Summary Report to the City Council,
Planning Commission Summary Report,
Minutes of the April 19, 2021 Planning Commission meeting, and
Application and site plan for SLU-2021-001; Miller Pipeline

Note that this special land use request may sound familiar. A similar request at their current location, 6911 Metroplex, was approved in 2019. The business has grown and they need more space so they are relocating to a larger site down the street.

Should you have any questions, or desire additional information, please do not hesitate to contact this office.



PLANNING COMMISSION SUMMARY REPORT TO THE CITY COUNCIL

SLU-2021-001, Miller Pipeline Special Land Use

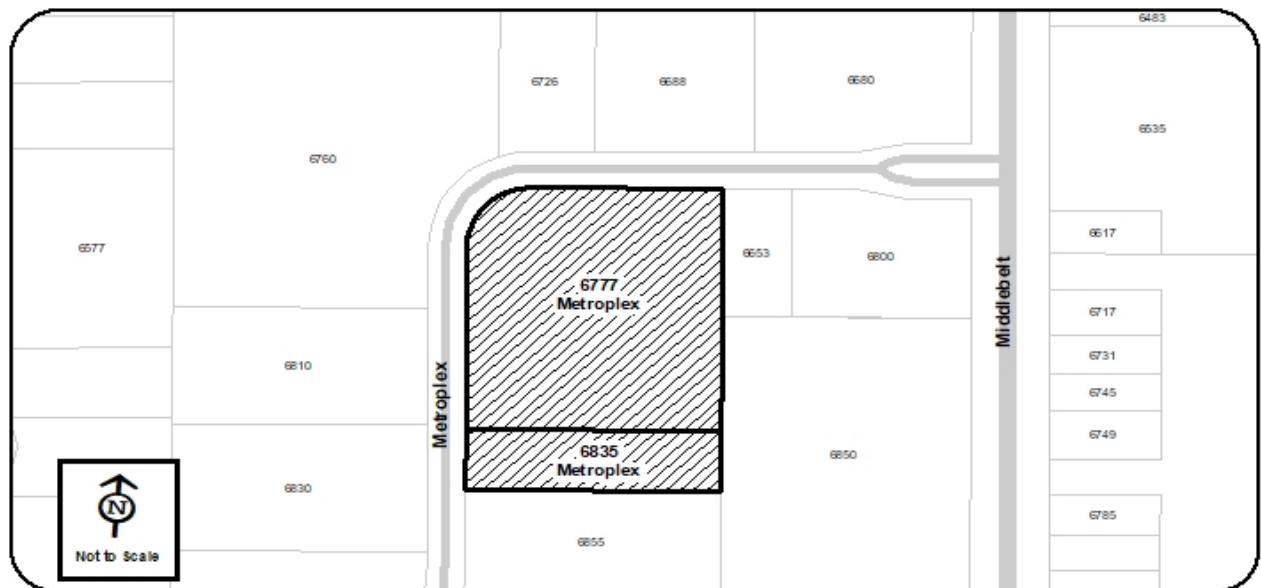
6777 Metroplex

Issued by Carol Maise, City Planner

12600 Wayne Road, Romulus MI 48174 Phone: (734) 955-4530 www.romulusgov.com

DATE: May 17, 2021
SUBJECT: SLU-2021-001; **Miller Pipeline**
LOCATION: 6777 Metroplex
TYPE OF REVIEW: *Special Land Use*
REQUEST: Outdoor storage yard for pipeline utility contractor
DATE OF APPLICATION: 3/26/21
APPLICANT: Josh Sargent, Miller Pipeline, LLC

SITE INFORMATION: The 4.59-acre property is located at the northeast corner of Metroplex Dr. in the Metroplex Industrial Park which is west of Middlebelt, north of Ecorse. The property is zoned, M-1, Light Industrial District and contains a 39,764-sq. ft. light industrial building constructed in 2006. It was previously occupied by AT&T. The adjacent lot to the south (Lot 52) was previous occupied by the Taplin Group and included environmental clean-up storage containers.



BACKGROUND:

The applicant has been leasing the building at 6911 Metroplex, which is south of the subject property, for the past several years and received special land use approval from the Planning Commission and City Council in 2019 for the outdoor storage of contractor's supplies and equipment. They are relocating to a larger site to the north in the industrial park. The Planning Commission reviewed the application and held a public hearing on April 19, 2021 and recommended approval of the special land use for the pipeline utility contractor to the City Council and approved the site plan (see attached minutes and summary report.)

PLANNING COMMISSION ACTION ON SPECIAL LAND USE

At the April 19, 2021 meeting, after a public hearing the Planning Commission took the following action:

***MOTION by McAnally, support by Glotfelty,** that the Planning Commission recommend to the Romulus City Council special land use approval of SLU-2021-001, Miller Pipeline, at 6777 Metroplex Dr., based upon the findings that the contractor's outdoor storage is consistent with the Master Plan and the standards of the Zoning Ordinance, and the use is compatible with adjacent land uses. The proposed use will not negatively impact the environment, traffic or public services. The approval is subject to site plan approval by the Planning Commission.*

Roll Call Vote:** Ayes – McAnally, Glotfelty, Paul, Frederick, Talon-Jemison, Roscoe, Gbogboade, Crova, and Freitag. Nays – None. **Motion carried 9-0.

SUMMARY AND RECOMMENDATION

To concur with the recommendation of the Planning Commission and approve the Special Land Use request for SLU-2021-001; Miller Pipeline at 6777 Metroplex for a contractor's outdoor storage yard.



Carol Maise, City Planner



PLANNING COMMISSION SUMMARY REPORT

SLU-2021-001/SPR-2021-002; Miller Pipeline

Issued by Carol Maise, City Planner

12600 Wayne Road, Romulus MI 48174 Phone: (734) 955-4530 www.romulusgov.com

DATE: April 12, 2021

SUBJECT: SLU-2021-001/SPR-2021-002; **Miller Pipeline**

TYPE OF REVIEW: *Special Land Use/Site Plan (2)*

DATE OF APPLICATION: 03/05/2021, 03/26/21

LOCATION: 6777/6835 Metroplex Dr. (#80-008-01-0053-000 & 008-01-0052-000)

ZONING: M-1, Light Industrial District

REQUEST: Outdoor storage for pipeline utility contractor

APPLICANT: Josh Sargente, Miller Pipeline, LLC

SITE INFORMATION: The 4.59-acre property is located on the at the northeast corner of Metroplex Dr. in the Metroplex Industrial Park which is west of Middlebelt, north of Ecorse. The property is zoned, M-1, Light Industrial District and contains 39,764-sq. ft. light industrial building constructed in 2006. It was previously occupied by AT&T. The adjacent lot to the south (Lot 52) was previous occupied by the Taplin Group.



BACKGROUND:

The applicant has been leasing the building at 6911 for the past several years and received special land use approval from the Planning Commission and City Council in 2019. They are relocating to a larger site to the north in the industrial park.

REVIEW COMMENTS

The special land use application and site plan have been reviewed in accordance with the standards and requirements of the Zoning Ordinance. Article 18 addresses special land uses and Article 17 identifies procedures, submittal requirements and review standards for site plans. Note that the applicant and their design professionals are responsible for the accuracy and validity of the information presented with the application and site plan. Any modifications to the site plan that have not been identified by either the applicant or the city are hereby not approved. Based on this information, compliance with the requirements of the Zoning Ordinance has been addressed as follows:

SPECIAL LAND USE REVIEW – General Requirements

Section 18.05 Special Land Use General Standards of the Zoning Ordinance identifies the review criteria for Special Land Use applications as follows. Please also see the applicant's responses as provided in the special land use application.

1. **Master Plan.** The Master Plan Future Land Use Map identifies this parcel for Light Industrial where outdoor storage should be limited and have no adverse impact upon neighboring land uses. With appropriate screening as proposed and compliance with site plan review standards, this condition has been met.
2. **Zoning Ordinance.** Outdoor storage for a contractor's establishments is allowed as a special land use in the M-1, Light Industrial zoning district subject to the conditions of *Section 11.11.(b)* as addressed below.
3. **Compatibility with Adjacent Uses.** The proposed development has a location, size and character that is compatible and in harmony with adjacent uses in the industrial park. There have not been any reported negative impacts regarding the contractor's yard use at their existing location to the south.
4. **Traffic Impacts.** Vehicular and pedestrian traffic is likely less hazardous than normal for the M-1, Light Industrial District based on the nature of the use which is more limited than other uses with larger volumes of truck traffic.
5. **Environmental Impact.** There have been no environmental impacts associated with the property reported by the City Engineer or DPW Department.
6. **Public Services.** The site is adequately served by existing facilities.

SPECIAL LAND USE - Specific Requirements

Outdoor storage for contractor's establishments must meet the following special land use requirements of Section 11.11(b) as follows:

1. *In the M-1, Light Industrial District:*
 - a. *Lot size shall not exceed ten (10) acres; the use will occupy 4.5 acres.*
 - b. *A building of at least 1,000 square feet must be provided; the existing 39,764-sq. ft. building will be utilized.*
 - c. *Outdoor storage shall not exceed 125% of the floor area of the building. The proposed outdoor storage will occupy 38.3% of the floor area of the building.*
2. *In the M-2, General Industrial District....not applicable.*
3. *All structures, vehicle, and equipment storage and stockpiles of materials shall meet the setback requirements of the district. No outdoor storage shall be permitted in any required yard (setback). The east and south setback areas contain pavement in the 10' setback areas. Since this is an existing site where the pavement extends into the setback, the applicant is requesting a waiver from the Planning Commission to this standard as noted on Sheet 1.0. Compliance with the setback requirements could negatively impact circulation and therefore utilizing the existing pavement for storage is recommended.*
4. *All outdoor storage of raw materials, supplies, equipment, products, stored vehicles and trailers shall be screened from adjoining lots, streets, and highways by an un-pierced minimum six (6) foot masonry wall, as regulated by Section 13.02, or with a dense row of evergreen landscaping and/or black vinyl coated fencing with a 5-foot high berm or combination thereof to provide the same level of screening as determined by the Planning Commission or ARC. Screening along side and rear lot lines where the adjacent land use is industrial will be as determined by the Planning Commission or ARC.*
 - a. *The existing barbed wire fence around the pavement area on the north side of the site will be painted black and supplemented with black vinyl slats for screening of the outdoor storage. Details and material samples have been provided to the Building Department and found acceptable and will be shown to the Planning Commission at the public hearing.*
 - b. *Tall evergreens (26, 8' – 10' pine trees) to help obscure the view of the outdoor storage and barbed wire fence will also be provided for screening from Metroplex as well as help meet the intent of the greenbelt requirement.*
5. *Where setbacks and greenbelts are required by Section 8.04, the wall or fence shall meet the setback requirement and the greenbelt shall be provided outside of the wall along the roadway. The existing fence is at the front building line along the west side of Metroplex however it is nonconforming at the front parking setback line on the north side. This is allowed to continue and as noted above, the addition of evergreens for screening will help meet the intent of the required greenbelt as well as provide screening. The fence will be painted black and vinyl slats will be added. Note that repairs where needed are required.*
6. *Materials shall not be stacked or stored so as to exceed twenty (20) feet in height, not including vehicles or construction equipment. All cranes must be lowered when not in use. The outdoor storage will not exceed the height of the fence as noted on the site plan.*

7. *Non-operable and wrecked trucks, trailers, and equipment shall be prohibited. All stored products, materials, supplies and other inventory must be useable and related to the business.* Condition met as noted on the site plan.
8. *All outdoor storage areas shall be paved with a permanent, durable and dustless surface and shall be graded and drained to dispose stormwater without negatively affecting adjacent property...* The outdoor storage is on existing pavement.
9. *Six (6) inch tall concrete curbing shall be provided around the storage area.* The site does not contain curbs and therefore a waiver to this requirement from the Planning Commission is warranted as noted on the site plan.
10. *Storage shall not be permitted to occupy required parking lots.* In compliance as noted on the site plan.
11. *Storage areas providing trailer staging shall either be concrete or provide a minimum ten (10)-foot concrete apron to accommodate the trailer landing gear. Wider aprons may be required for angled storage areas.* No trailer storage is proposed.
12. *Plans for outdoor storage areas shall provide a twenty (20) foot wide fire lane for emergency vehicle access to all areas of the storage yard.* The Fire Chief and OHM have approved the proposed circulation and associated fire lane.

SITE PLAN REVIEW COMMENTS

1. **Zoning and Use** (*Section 8.02*). The property is zoned M-1, Light Industrial District. The utility contractor with outdoor storage is considered a special land use in this district.
2. **Dimensional Requirements** (*Section 8.04*)
 - a. **Property Area.** The two parcels are proposed to be combined as noted on the site plan.
 - b. **Setbacks.** The property was developed in 1976 and therefore some setbacks are nonconforming, specifically the parking setbacks on the east, west and south sides. These are not being expanded and therefore they are allowed to continue. Other setbacks are in compliance.
 - c. **Lot Coverage.** Building and total impervious coverage calculations have been noted and are in compliance. It is assumed that these include the total site area which includes Lot 52.
 - d. **Outdoor Storage.** The outdoor storage of trucks, trailers, vehicles, equipment, supplies, etc. shall not exceed 125% of the square footage of the building which is 39,764 sq. ft. The area proposed for the outdoor storage of fleet trucks and plastic pipes is 15,226 sq. ft. or 38.3% of the building which is less than the 49,705 sq. ft. allowed.

3. **Parking and Loading** (*Article 14*). Parking is in compliance as follows:

Required	Provided	Comments
a. Parking Spaces		
- 1 space per 1,500 SF UFA (warehouse) 39,764SF @ 80%=31,811/1,500 = 21 spaces; - 1 space per 550 SF UFA (industrial) 39,764SF @ 80% =31,811/550 = 59 spaces or 1 space per employee (warehouse) = 12 or 1.5 spaces per employee (industrial) = 18 TOTAL = 12 – 59 spaces	105 spaces	While the number of existing parking spaces exceeds that allowed, they are existing and allowed to remain
b. Truck Spaces		
10' x 50'	- 10' x 50' - 10' x 40' fleet truck spaces	Meets standard
c. Parking Space Dimensions		
10' x 20' (or 18' if adjacent to 7' sidewalk or landscaped area)	10' x 20' (employee parking)	Meets standard
d. Aisle Dimensions		
22' (two-way) 26' on one side for buildings over 30 feet tall (Fire Dept. req.)	22'	Meets standard
e. Barrier-Free Parking		
5 spaces	5 spaces	*Meets standard

* Compliance with ANSI requirements for location and design will be determined by the Building Department; dimensions must be provided

- f. **Delivery/Loading and Unloading.** The use statement has been updated to describe delivery operations and loading and unloading.
 - g. **Construction Details.** See the Building Department and OHM comments regarding the condition of the pavement and required improvements. As noted above, there are no existing curbs and therefore that requirement may be waived.
4. **Access and Circulation/Loading and Unloading** (*Section 14.03, 14.04 and 14.06*). Access to the site is provided by existing driveways. Circulation is shown on the site plan and storage areas have been relocated per OHMs comments for improved circulation.
 5. **Waste Receptacle** (*Section 13.06*). A dumpster with split face block enclosure has been added to the rear yard.
 6. **Pedestrian Circulation** (*Section 13.04*). There is a sidewalk along Lot 52 but not the remainder of the property. Since the development is not being expanded, no additional sidewalk is required.
 7. **Signs.** Any signs will require approval from the Building Department.

8. **Lighting** (Section 13.05). Lighting is existing. A note has been added to the plan stating that all lighting will be directed downward.
9. **Fence** (Section 13.03). The existing barbed wire fence will be repaired, painted black and slats added for required screening.
10. **Landscaping** (Section 13.02). Since the proposed use is a special land use, in accordance with the standards for contractor's establishments, a greenbelt along the street frontage and screening of the outdoor storage is required. Existing site conditions include some landscaping that will be improved to meet the intent of these standards including the addition of 26, 8' – 10' pine trees. These will be planted in the front greenbelt that is currently lawn area which will help obscure the parking lot and outdoor storage.

RECOMMENDATION

Based on the comments above and those of other departments and agencies, the following recommendation should be considered:

*"To recommend to the Romulus City Council special land use **approval** of SLU-2021-001, **Miller Pipeline** at 6777 Metroplex Dr. based upon the findings that the contractor's outdoor storage is consistent with the Master Plan and the standards of the Zoning Ordinance, and the use is compatible with adjacent land uses. The proposed use will not negatively impact the environment, traffic or public services. The approval is subject to site plan approval by the Planning Commission.*

*Based on the comments above and those of other departments and agencies, the site plan for SPR-2021-002; **Miller Pipeline** at 6777 Metroplex be **approved** subject to:*

1. *Special land use approval from the City Council;*
2. *Waivers to the following:*
 - a. *Section 11.11(b)(3) to allow the outdoor storage to encroach into the existing setbacks on the on east and south side of the property;*
 - b. *Section 11.11(b)(9) to waive the requirement for 6" curbs since the existing site is not curbed.*
3. *Combination of the two parcels;*
4. *Repair of the parking lot and fence as determined by the Building Department;*
5. *All lighting to be directed downward; and*
6. *Comments of other agencies and departments to be addressed during construction review and prior to occupancy.*



Carol Maise, City Planner

4. Approval of Minutes

- A. Approval of the minutes of the regular Planning Commission meeting held on March 15, 2021.

Motion by Frederick, support by Talon-Jemison, to approve the minutes of the regular Planning Commission meeting held on March 15, 2021.

Roll Call Vote: Ayes – Frederick, Talon-Jemison, Crova, Gbogboade, Roscoe, McAnally. Nays – none. Abstain – Glotfelty, Paul. **Motion Carried 6-0-2.**

Chair Freitag joined the meeting at 7:05 pm and assumed the Chair.

5. Comments from Public on Non Agenda Items

None

6. Public Hearings

- A. SLU-2021-001/SPR-2021-002; **Miller Pipeline**

Applicant: Josh Sargente, Applicant
John Romano, Property Owner
Request: Special Land Use/Site Plan Approval
Location: 6777 Metroplex (DP# 80-008-01-0053-000 & #80-008-01-0052-000)
Project: Outdoor storage of pipeline contractor supplies

(Action required Special Land Use: Recommend approval, approval with conditions or denial to the City Council; **Action to be taken by Roll Call Vote**)

(Action required Site Plan: approve, approve with conditions or deny site plan; **Action to be taken by Roll Call Vote**)

John Romano, D & G Building, property owner, and Josh Sargente, Miller Pipeline, were present on behalf of this application for Special Land Use/Site Plan Approval.

Mr. Romano made the following points:

- Miller Pipeline was seeking to purchase two parcels on Metroplex: 6777 Metroplex (old AT&T property) and the vacant parcel to the south, in order to relocate Miller Pipeline to this site.
- Miller Pipeline was requesting Special Land Use for the outside storage. As shown on their drawings, outside storage would be located on the east side of the lot. Parking would be on the south side, and the north side would be used for equipment storage.

City Planner Maise said that any necessary pavement repairs will be handled in accordance with the Building Department process.

The application met screening requirements as follows:

- The existing barbed wire fence around the pavement area on the north side will be painted black and supplemented with black vinyl slats for screening.

- Tall evergreens as described will be planted to help obscure the view of the outdoor storage and barbed wire fence, to provide screening from Metroplex as well as to help meet the intent of the greenbelt requirement.

Noting that an affidavit of 1st class mail had been provided, Chair Freitag opened the public hearing. Seeing that no public indicated they wanted to speak on this matter, Chair Freitag brought the matter back to the Commission.

- Commissioner Glotfelty noted that there had been security issues at Miller Pipeline's current location at 6911 Metroplex, a short distance north of this site. Would security be an issue at this location?

Mr. Sargente said there would not be the same security concerns. As indicated on the plan, the site will be one way in/one way out, with the gates accessible to the Fire Department.

- Commissioner Paul asked if the applicant had examined the storm sewers on the site.

Mr. Romano said they had looked at the storm sewers. Everything seemed to be draining correctly and there were no apparent issues.

MOTION by McAnally, support by Glotfelty, that the Planning Commission recommend to the Romulus City Council special land use approval of SLU-2021-001, Miller Pipeline, at 6777 Metroplex Dr., based upon the findings that the contractor's outdoor storage is consistent with the Master Plan and the standards of the Zoning Ordinance, and the use is compatible with adjacent land uses. The proposed use will not negatively impact the environment, traffic or public services. The approval is subject to site plan approval by the Planning Commission.

Roll Call Vote: Ayes – McAnally, Glotfelty, Paul, Frederick, Talon-Jemison, Roscoe, Gbogboade, Crova, and Freitag. Nays – None. **Motion carried 9-0.**

MOTION by Glotfelty, support by Frederick, that based on the comments in the April 12, 2021 Planning Commission Summary Report, and those of other departments and agencies, the site plan for SPR-2021-002, Miller Pipeline, at 6777 Metroplex be approved, subject to the following conditions:

1. Special land use approval from the City Council.
2. Waivers to the following:
 - a. Section 11.11.(b)(3) to allow the outdoor storage to encroach into the existing setbacks on the east and south side of the property.
 - b. Section 11.11(b)(9) to waive the requirement for 6" curbs since the existing site is not curbed.
3. Combination of the 2 parcels.
4. Repair of the parking lot and fence as determined by the Building Department.
5. All lighting to be directed downward.

6. Comments of other agencies and departments to be addressed during construction review and prior to occupancy.

Roll Call Vote: Ayes –Glotfelty, Frederick, Talon-Jemison, McAnally, Paul, Roscoe, Crova, Gbogboade, and Freitag. Nays – None. **Motion carried 9-0.**

7. Old Business

A. SPR-2019-004; **Kade's Truck Repair/Milestone Trailer Leasing**

Applicant: Derrick Long, Property Owner

Gary Lamarand, Engineer

Request: Site plan approval

Location: Harrison DP #80-051-99-0007-000, #80-051-99-0008-000, #80-051-99-0008- 002, and #80-051-99-0014-000 (North of Goddard and South of Hildebrandt)

Project: Construction of a 13,200-sq. ft. truck repair facility (Site A) and trailer storage (Site B)

(Action required: Approve, approve with conditions or deny site plan extension; **Action to be taken by Roll Call Vote**)

Derrick Long, owner, and Gary Lamarand, Engineer, were present on behalf of this application.

City Planner Maise gave the background for this request for site plan approval, which had been postponed at the March meeting:

- The aerial map showed the location of the Kade's Truck Repair parcels being discussed this evening, as well as the Milestone Trailer Leasing Property.
- Staff had been working with the City Attorney and OHM regarding this proposal. While those conversations were not yet complete, the applicants did want to move forward with tonight's review.
- The plan tonight was a proposal for access from Harrison Road for both the front use of Kade's Truck Repair, and for the back Milestone Trailer Leasing Property. The plan now complies with the Zoning Ordinance and is ready for site plan approval, as noted in the April 14, 2021 Planning Commission Summary Report, subject to the conditions as listed.
- Several comments in the Planning Commission Summary Report and the OHM review letter referred to items that would be addressed during final engineering review.
- Engineering plans still had to be reviewed, and the owner also needed to seek variances from the BZA, as described.
- If Milestone's lease is finalized by the time Kade's Truck Repair applies for a C of O, and if access is going to be continued from the Hildebrandt property as it is today, a revised site plan and an amendment to the site plan will be required.

In response to questions from Commissioner Paul, City Planner Maise gave the following information:

- The applicant had not yet applied for a variance.
- The applicant could not request a lot combination until a site plan had been approved. In any event, the lot combination would not take effect until January 2022.
- The applicant can apply for an address at any time.

City of Romulus

SPECIAL LAND USE REVIEW APPLICATION

MAR 05 2021

Planning Department 12600 Wayne Road, Romulus MI 48174 Phone: (734) 955-4530 Fax (734) 941-5842 Romulusgov.com

All Information must be filled out on the application.

Applications to the Planning Commission must be administratively reviewed by staff and found "substantially complete" prior to being placed on the Planning Commission agenda. The application must be accompanied by the data specified in the Zoning Ordinance, the Development Review Guidelines and Application, plus the required review fees. Incomplete applications **WILL NOT** be accepted, and will delay processing.

Project Information: This Section to be filled out by City

Case Number: SLU-_____

Date Submitted: _____

Fee: New SLU: \$1,200 + SPR Fee
Single-family Residential = \$350 + SPR Fee

Applicant Information:

Name: Miller Pipeline LLC

Street: 8850 Crawfordville Road

City: Indianapolis

State: IN Zip: 46234

Phone: () 317-607-8361

Email/Fax: josh.sargente@millerpipeline.com

Property Owner Information:

Name: D&G Building Co.

Street: 30735 Cypress, Suite 600

City: Romulus, Mi 48174

State: MI Zip: 48174

Phone: () 734-467-8046

Email/Fax: john@dgbuilding.com

Notary for Applicant:

Subscribed and sworn before me, this _____ day of _____, 20____. A Notary Public in and for _____ County, Michigan.

(Signature)
Notary Public

My Commission expires _____, 20____.

Notary for Property Owner:

Subscribed and sworn before me, this 4 day of MARCH, 2021. A Notary Public in and for WAYNE County, Michigan.

(Signature)
Notary Public

My Commission expires JULY 31, 2021.

ANTONELLA DIDOMENICO
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES JUL 31, 2021
ACTING IN COUNTY OF

Site Information:

Property Address: 6777 & 6835 Metroplex Drive

Parcel ID#s: 800008010053000 & 52000

Brief Description of Proposed Use:

Operation Center for Utility Contractor

Project Name: Miller Pipeline

Affidavit of Petitioner:

I, The undersigned petitioner, being duly sworn, depose and say that the statements and information herewith submitted are true and correct to the best of his/her knowledge, information and belief; further that s/he is authorized to submit this petition. I further acknowledge that the City and its employees shall not be held liable for any claims that arise as a result of acceptance, processing, or approval of this special land use application. I also understand that by signing this application I authorize City staff and/or its representatives to conduct visits to the subject property and allow for reasonable access to the premises.

Josh Sargent

Print Applicant Name

Josh Sargent Digitally signed by Josh Sargent
Date: 2021.03.04 13:59:10 -05'00'

Signature of Applicant

3/4/21

Date

Date

John Romano
(Signature)

Print Property Owners Name

Signature of Property Owner

3/4/21

Date

Date

City of Romulus

SPECIAL LAND USE REVIEW APPLICATION Pg. 2

Attachment Checklist: (Please refer to the tips for submission sheet for more detail) The following must also be provided.

- One (1) written detailed **use statement** on the company letterhead and signed by an authorized representative of the company describing the proposed operation, hours of operation, number of employees, number of employee vehicles, and any other pertinent information regarding the proposed use of the property. The use statement must also be included on the site plan.
- A complete **site or sketch plan** in accordance with Article 17.
- Is a **Transportation Impact Study** required per Section 23.02(a)(3) YES/NO
- The **General Criteria** responses on the sheet below.

Hours of Operation: 7 AM TO 7 PM

Days of Operation: MONDAY TO SATURDAY

Number of Employees: 12

General Criteria: Please complete the following (if needed on a separate sheet of paper) and demonstrate how the application satisfies each provision. Please refer to **Section 18.05** of the Zoning Ordinance for complete text.

1. Explain how the proposed use is compatible with and in accordance with the general principles and objectives of the City's Master Plan.

M1 zoning allows contractor yards which provide for indoor and outdoor storage of equipment
and supplies as a approved special use.

2. Explain how the use has been designed, constructed, operated, maintained to meet the stated intent of the zoning district and how the use shall be in harmony with the general purpose and intent of the Zoning Ordinance.

The existing facility has adiquate existing parking, fencing, access, utilities,
and paved outdoor storage areas for the intended use with only minor
modifications to the existing parking lot stripping

3. Explain how the proposed use has a location, size and character that will be in harmony with the appropriate and orderly development of the surrounding neighborhood and/or vicinity. Describe how the use complies with all applicable regulations of the Zoning Ordinance. Explain how the location, size and height of buildings or structures, walls, fences, landscaping and height of signs for the proposed use will not interfere with or discourage the appropriate development and use of adjacent land and buildings or unreasonably affect their value.

All surrounding uses are industrial, a pipeling contractor storage yard is a much
less intense use then other industrial uses in this same area of the City.

4. Explain how the proposed use has been designed to make vehicular and pedestrian traffic no more hazardous than is normal for the district. Description should take into consideration vehicular turning movements in relation to routes of traffic flow, proximity and relationship to intersections, adequacy of sight distances, location and access of off-street parking and provisions for pedestrian traffic, with particular attention to minimizing child-vehicle conflicts.

There are no connected public sidewalks in this area. We have a safe and adequate parking layout that does not inhibit vehicular turning movements. See submitted site plan.

5. Explain how the location, size, intensity, site layout and periods of operation of the proposed use shall be designed and arranged to minimize any possible nuisance which might be noxious to the occupants of any other nearby permitted use, whether by reason of dust, noise, fumes, vibration, smoke or lights.

See submitted site plan. Miller Pipeline hours of operation do not result in nuisance, dust, noise, fumes, smoke, or noxious lighting.

6. Explain how the use will not have an adverse effect on the quality of the natural environment in comparison to other permitted uses in the district. If the anticipated impact creates or contributes to a significant environmental problem, mitigation shall be provided to alleviate the impacts associated with the requested use to ensure the end result is at least similar to the pre-existing conditions. May illustrate impact by overlaying the development plan on a natural features map.

Miller Pipelin operations at this location passes all environmental requirements, proven by a recent environmental audit performed by our company owner completed in late 2018

7. Describe how the proposed use has been located where it can be adequately served by essential public facilities and services, such as streets, pedestrian or bicycle facilities, police and fire protection, drainage systems, water and sewage facilities, and schools.

Per submitted site plan, adequate access and vehicular turning movements are available for public services such as police and fire departments. All public services have access through the exsting driveways entrances and parking areas around the existing building and facilities.



AN ARTERA COMPANY

March 4, 2021

John Romano, Partner
D&G Building
30735 Cypress Rd Suite 600
Romulus, MI 481745555 Clark Road

Dear Mr. Romano,

On behalf of Miller Pipeline LLC, please consider this as our written use statement for our operations to be located at 6777 Metroplex Dr. Romulus, MI 48174.

Founded in 1953, Miller Pipeline has grown to provide a comprehensive range of pipeline contracting and rehabilitation services for natural gas, liquids, water, and wastewater pipelines. We have been a leader in building and maintaining America's infrastructure for over 65 years. Our broad knowledge of repair, replacement, and installation techniques enables us to evaluate projects and make recommendations which often result in alternative cost-saving solutions. Our workforce is made up of highly trained and skilled employees totaling 3,000+, with office locations in over 20 states around the U.S.

As a diverse provider of utility infrastructure solutions in Michigan, Miller Pipeline is the largest natural gas contractor for DTE Energy with operational hubs in many locations. Our current Detroit operations hub is located in Romulus at 6911 Metroplex Dr. We actively hold an approved Special Land Use Permit for 6911 Metroplex Dr. Due to growth, we intend to move two doors down to 6777 Metroplex.

- We believe our use of this property promotes continued access to vital public utilities, while minimizing impact and quality of life for residents.
- As we've done at our current location, it is our intent to harmoniously operate per zoning requirements by utilizing fenced outside storage with limited visibility from the road at our new location.
- Positioned in an industrial park, Miller Pipeline's operations at 6777 Metroplex Dr. will comply with zoning regulations, setbacks and ratios. None of the property components, buildings and signage will interfere with development, or affect adjacent property value.

Our operational details are as follows:

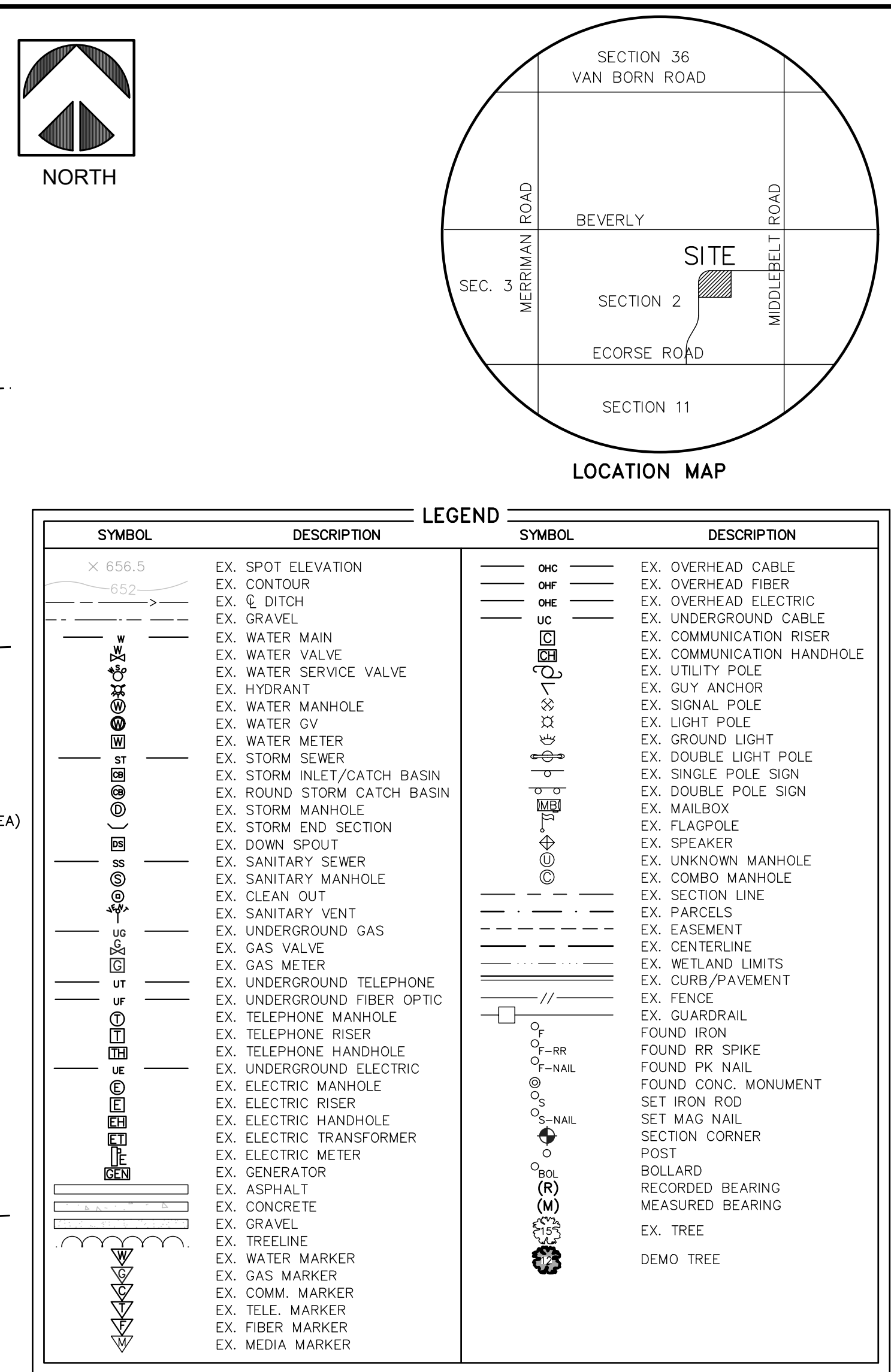
- Hours of Operation: 7 AM – 5 PM, Monday – Sunday, 7 days per week
- Number of employees on site daily: 12
- Our operation includes occupation of the office/warehouse building for daily operations and material storage for natural gas pipeline contracting.
- Outdoor storage locations conform to Appendix A Zoning Amendment 1.239 Section 11.11 of the City Zoning Ordinance.

Please reach out to me with any questions or concerns. Thank you for your partnership.

Sincerely,

A handwritten signature in black ink that reads 'J. Sargent'.

Josh Sargent
Vice President of Construction Services
(317) 607-8361 mobile
Josh.Sargent@MillerPipeline.com



LEGAL DESCRIPTION:
Land in the City of Romulus, Wayne County, MI, described as follows:
PARCEL 1

Lot(s) 53 to 56, both inclusive of METROPLEX INDUSTRIAL PARK SUBDIVISION NO 1 according the plat thereof recorded in Liber 92 of Plats, Pages 59, 60, 61 and 62 of Wayne County Records.

PARCEL 2
Lot 52, inclusive of METROPLEX INDUSTRIAL PARK SUBDIVISION NO 1 according to the plat thereof recorded in Liber 92 of Plats, Pages 59, 60, 61 and 62 of Wayne County Records.

COMBINED PARCEL
 Lot(s) 52 to 56, both inclusive of METROPLEX INDUSTRIAL PARK SUBDIVISION NO 1 according to the plat thereof recorded in Liber 92 of Plats, Pages 59, 60, 61 and 62 of Wayne County Records.

SURVEYOR'S NOTES:

BASIS OF BEARING: RIGHT OF WAY AND LOT LINE BEARINGS AND DISTANCES WERE TAKEN FROM THE METROPOLIS INDUSTRIAL PARK SUBDIVISION NO 1., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN.

(M) FIELD MEASURED BEARINGS AND DISTANCES REQUIRED TO FORCE PROPER CLOSURE OF DESCRIPTION

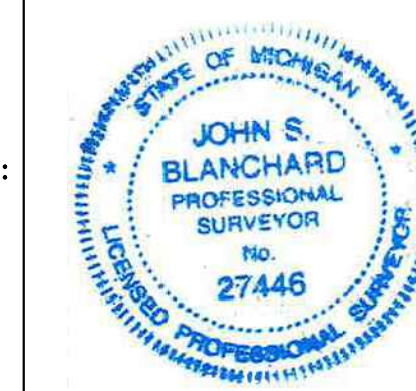
(R) RECORDED BEARINGS AND DISTANCES PER SUBDIVISION PLAT

SURVEYOR'S NOTES

PERTAINING TO FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT FOR
TITLE INSURANCE FILE NO. 918130 EFFECTIVE DATE: OCTOBER 28, 2020

REFERENCE NUMBER	DESCRIPTION RECORDING REFERENCE	STATUS ON PLAT	
	Covenants, conditions, restrictions and other provisions Liber 17633, page 534	NOT PLOTTED	AFFECTS PARCEL
	Joint Underground Easement Detroit Edison Company and the Michigan Bell Telephone Company Liber 19447, page 507	PLOTTED	AFFECTS LOT 55

SEAL



CERTIFICATE
To: D&G Building Co. Inc., a Michigan corporation, Horizon Bank, Fidelity National Title Company LLC, and First American Title Insurance Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(i), 7(c), 8, 9, 10(a), 11, 13, 14, 15, 16, 17, 18, 19, and 20 of Table A thereof. The field work was completed on February 3, 2021. Date of Plat or Map March 24, 2021.


John Blanchard, Professional Surveyor
PS#4001027446

C:\DES\D&G CONSTRUCTION\6777 METROPLEX\BASE-ALTA.DWG

TABLE "A"

16. EARTH MOVING WORK, BUILDING CONSTRUCTION WERE OBSERVED AT THE TIME OF THIS SURVEY.

17. NO STREET RIGHT-OF-WAY CHANGES ARE PROPOSED ALONG THE MICHIGAN AVENUE FRONTAGE, NEW DRIVE ENTRANCES AND NEW SIDEWALKS HAVE BEEN CONSTRUCTED ALONG MICHIGAN AVENUE AND MOON ROAD FRONTAGES TO PROVIDE ACCESS TO EACH SITE.

18. NO EVIDENCE OF SOLID WASTE DUMPING, SUMP OR SANITARY LANDFILLS WERE OBSERVED AT THE TIME OF THIS SURVEY.

ENCROACHMENTS - NONE

NO CEMETERIES OR BURIAL GROUNDS WERE OBSERVED AT THE TIME OF THIS SURVEY.

CONSTRUCTION	CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.	THE LOCATION WAY ONLY REPRESENTING EXISTING UTILITIES FOR ANY FAILURE TO
COPYRIGHT © 2021 DIFFIN ENGINEERING & SURVEYING; ALL RIGHTS RESERVED.		

FLOODPLAIN NOTE:
ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL
NUMBER 26163C0240F DATED DECEMBER 3, 2013 THE SUBJECT PARCEL IS
LOCATED IN ZONE "X" WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE
OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

UNDERGROUND UTILITY LOCATIONS
AS SHOWN ON THE PLAN, WERE
OBTAINED FROM UTILITY OWNER
AND NOT FIELD LOCATED.

811 Know what's **below**.
Call before you dig.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND/OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION.

[illegible]

CLIENT: MILLER PIPELINE LLC
8850 CRAWFORDVILLE ROAD
INDIANAPOLIS, IN 46234

ALTA | NSPS LAND TITLE SURVEY
6777 METROPLEX DRIVE, ROMULUS, MI

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SECTION 2	TOWN 3 SOUTH, RANGE 9 EAST	CITY OF ROMULUS	WAYNE COUNTY, MICHIGAN
DATE: 3-30-21 Drawn By: XX P.E.: MD			
1" = 40' 			
Job No.: 210302 Sheet No. 1.2			

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

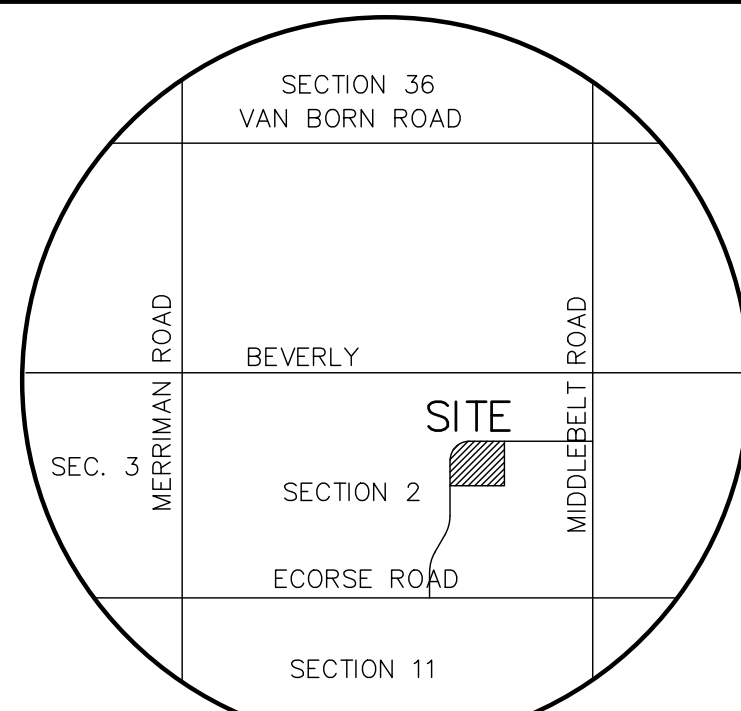
1. NO OUTDOOR STORAGE SHALL BE PERMITTED IN ANY REQUIRED YARD (SETBACK) EXCEPT AS NOTED PROVIDED A PLANNING COMMISSION WAIVER IS GRANTED OR OUTSIDE OF ANY SETBACK.
2. NO STORAGE OF IN-OPERABLE WRECKED VEHICLES/EQUIPMENT.
3. ALL OUTDOOR STORAGE TO BE PAVED WITH A PERMANENT SURFACE.
4. STORAGE SHALL NOT BE PERMITTED TO OCCUPY REQUIRED PARKING LOTS.
5. PROVIDE AT MINIMUM A TWENTY (20) FOOT WIDE FIRE LANE FOR EMERGENCY VEHICLES AT ALL AREAS.
6. NO SIGNS ARE APPROVED AS PART OF THIS SITE PLAN APPROVAL AND PRIOR TO ERECTING A SIGN, AN APPLICATION AND APPROPRIATE SIGNING CONDITIONS SHALL BE MADE TO THE PLANNING DEPARTMENT FOR REVIEW, APPROVAL AND ISSUANCE OF A SIGN PERMIT.
7. ALL LIGHTING WILL BE DIRECTED DOWNWARD.
8. PARKING LOT REPAIR WORK SHALL BE IN ACCORDANCE WITH THE BUILDING DEPARTMENT REPAIR REQUIREMENTS. REPAIRS SHALL BE COMPLETED PRIOR TO FINAL CERTIFICATE OF OCCUPANCY.

811 Know what's below.
Call before you dig.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND/OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION.

FLOODPLAIN NOTE:
ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER
26163C0240F DATED DECEMBER 3, 2013 THE SUBJECT PARCEL IS LOCATED IN ZONE "X" WHICH
IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN

NORTH



LOCATION MAP

LEGEND			
SYMBOL		DESCRIPTION	
	EX. SPOT ELEVATION		EX. OVERHEAD CABLE
	EX. CONTOUR		EX. OVERHEAD FIBER
	EX. DITCH		EX. OVERHEAD ELECTRIC
	EX. GRAVEL		EX. UNDERGROUND CABLE
	EX. WATER MAIN		EX. COMMUNICATION RISER
	EX. WATER VALVE		EX. COMMUNICATION HANDHOLE
	EX. WATER SERVICE VALVE		EX. UTILITY POLE
	EX. HYDRANT		EX. GUY ANCHOR
	EX. WATER MANHOLE		EX. SIGNAL POLE
	EX. WATER GY		EX. LIGHT POLE
	EX. WATER METER		EX. GROUND LIGHT
	EX. STORM SEWER		EX. DOUBLE LIGHT POLE
	EX. STORM INLET/CATCH BASIN		EX. SINGLE POLE SIGN
	EX. ROUND STORM CATCH BASIN		EX. DOUBLE POLE SIGN
	EX. STORM MANHOLE		EX. MAILBOX
	EX. STORM END SECTION		EX. FLAGPOLE
	EX. DOWN SPOUT		EX. SPEAKER
	EX. SANITARY SEWER		EX. UNKNOWN MANHOLE
	EX. SANITARY MANHOLE		EX. COMBO MANHOLE
	EX. CLEAN OUT		EX. SECTION LINE
	EX. SANITARY VENT		EX. PARCELS
	EX. UNDERGROUND GAS		EX. EASEMENT
	EX. GAS VALVE		EX. CENTERLINE
	EX. GAS METER		EX. WETLAND LIMITS
	EX. UNDERGROUND TELEPHONE		EX. CURB/PAVEMENT
	EX. UNDERGROUND FIBER OPTIC		EX. FENCE
	EX. TELEPHONE MANHOLE		EX. GUARDRAIL
	EX. TELEPHONE RISER		FOUND IRON
	EX. TELEPHONE HANDHOLE		FOUND RR SPIKE
	EX. UNDERGROUND ELECTRIC		FOUND PK NAIL
	EX. ELECTRIC MANHOLE		FOUND CONC. MONUMENT
	EX. ELECTRIC RISER		SET IRON ROD
	EX. ELECTRIC HANDHOLE		SET MAG NAIL
	EX. ELECTRIC TRANSFORMER		SECTION CORNER
	EX. ELECTRIC METER		POST
	EX. GENERATOR		BOLLARD
	EX. ASPHALT		RECORDED BEARING
	EX. CONCRETE		MEASURED BEARING
	EX. GRAVEL		EX. TREE
	EX. TRELNE		DEMO TREE
	EX. WATER MARKER		
	EX. GAS MARKER		
	EX. COMM. MARKER		
	EX. TELE. MARKER		
	EX. FIBER MARKER		
	EX. MEDIA MARKER		

Land in the City of Romulus, Wayne County, MI, described as follows:

Lot(s) 53 to 56, both inclusive of METROPLEX INDUSTRIAL PARK SUBDIVISION NO 1 according to the plat thereof recorded in Liber 92 of Plats, Pages 59, 60, 61 and 62 of Wayne County Records.

Lot 52, inclusive of METROPLEX INDUSTRIAL PARK SUBDIVISION NO 1 according to the plat thereof recorded in Liber 92 of Plats, Pages 59, 60, 61 and 62 of Wayne County Records

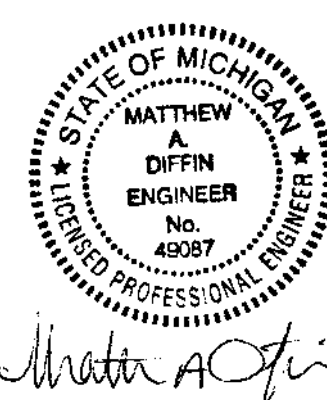
Lot(s) 52 to 56, both inclusive of METROPLEX INDUSTRIAL PARK SUBDIVISION NO 1 according to the plat thereof recorded in Liber 92 of Plats, Pages 59, 60, 61 and 62 of Wayne County Records.

EXISTING ZONING	M1 – LIGHT INDUSTRIAL
EX. GROSS SITE AREA	±4.59 ACRES
BUILDING HEIGHT	22 FEET
BUILDING AREA	39,764 SQ.FT.
BUILDING COVERAGE	19.9%
IMPERVIOUS AREA	11,415±-SQ.FT.
IMPERVIOUS COVERAGE	57.1%
OUTDOOR STORAGE AREA	15,226±-SQ.FT. (38.3% TOTAL BUILDING AREA)
<u>BUILDING SETBACKS</u>	<u>REQUIRED</u> <u>PROVIDED</u>
METROPLEX DR. NORTH SETBACK	30' 197.4'
METROPLEX DR. WEST SETBACK	30' 49.3'
SOUTH SIDE SETBACK	10' 120.3'
EAST SIDE SETBACK	10' 99.7'
<u>PARKING SETBACKS</u>	<u>REQUIRED</u> <u>PROVIDED</u>
METROPLEX DR. NORTH SETBACK	30' 30.9'
METROPLEX DR. WEST SETBACK	30' 23.8'
SOUTH SIDE SETBACK	10' 0'
EAST SIDE SETBACK	10' 4.2'

1 for every 1½ employees or 550 sq. ft. of UFA,
whichever is greater (39,764—SQ.FT. / 550—SQ.FT. = 73—SPACES)
TOTAL REQUIRED = 73 SPACES

HANDICAP PARKING	= 5 SPACES
STANDARD PARKING	= 100 SPACES
TOTAL PARKING PROVIDED	= 105 SPACES

SEA



REV. PER CITY REVIEWS
DATED 3-26-21

MILLER PIPELINE LLC
3350 CRAWFORDVILLE ROAD
INDIANAPOLIS, IN 46234

SITE PLAN

These documents are instruments of service in respect of the Project and any reuse without verification or adaptation by Diffin Engineering & Surveying (DES) for the specific purposes intended will be at Users sole risk and without liability or legal exposure to DES and User shall indemnify and hold harmless DES from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle DES to further compensation at

OWN 3 SOUTH, RANGE 9 EAST

CITY OF ROMULUS

WAYNE COUNTY, MICHIGAN

DATE: 3-30-21

Drawn By: XX

P.E.: MD

Job No.: 21030

Sheet No.

1.3

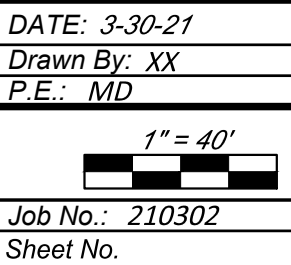


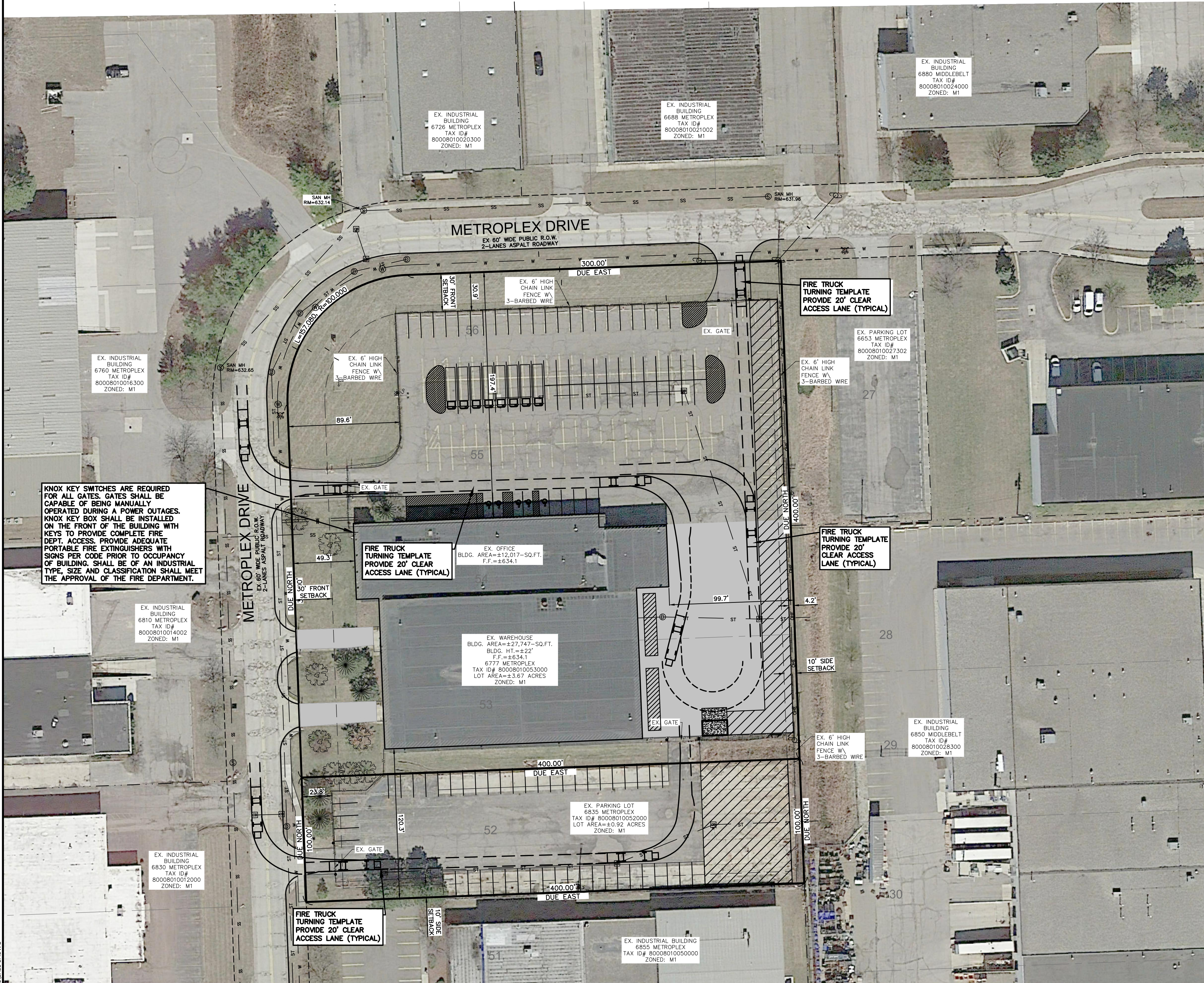
1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE.
2. ALL PLANTS MUST BE CONTAINER GROWN OR BALLED OR BURL APPED AS INDICATED IN THE PLANT LIST.
3. ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
4. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL TREES MUST BE GUYYED OR STAKED AS SHOWN IN THE DETAILS.
6. ALL PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTEANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
8. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
9. THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) OF THE PLANTING AREAS AND LAWN UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE OWNER.
10. THE CONTRACTOR SHALL PROMPTLY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING ON THE DATE OF TOTAL ACCEPTANCE. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD.
11. THE DEVELOPER SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION.
12. AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCLIMATED FOR TWO (2) WEEKS PRIOR TO PLANTING.
13. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
14. STANDARDS SET FORTH IN THE AMERICAN STANDARD FOR NURSERY STOCK REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL BE CONSIDERED MINIMUM REQUIREMENTS FOR PLANT MATERIAL.
15. ALL SHRUB, GROUND COVER AND SEASONAL COLOR ANNUAL PLANTING BEDS ARE TO BE COMPLETELY COVERED WITH PINE BARK MULCH TO A MINIMUM DEPTH OF FOUR INCHES.
16. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE USED TO COMPLY WITH ALL CITY AND STATE REQUIREMENTS. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD.
17. SAFE, CLEARLY MARKED PEDESTRIAN AND VEHICULAR ACCESS TO ALL ADJACENT PROPERTIES MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
18. DURING THE GROWING SEASON ALL ANNUALS SHALL REMAIN IN A HEALTHY, VITAL CONDITION THROUGHOUT THE CONSTRUCTION PERIOD.
19. ALL PLANT MATERIALS QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT PLANTING GROWN.
20. ALL DISTURBED AREAS ARE TO RECEIVE 4" OF TOP SOIL, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. THIS IS EXCLUDING ALL LANDSCAPED ISLANDS AND ENTRANCE AREAS.

1. LOAM USED IN PLANTING BEDS SHALL BE UNIFORM IN COMPOSITION, FREE OF STONES LARGER THAN 1", AND SHALL NOT CONTAIN TOXIC SUBSTANCES HARMFUL TO PLANT GROWTH.
2. CREATE A PLANTING MIX COMPRISED OF 2/3 SCREENED LOAM AND 1/3 PEAT MOSS OR LEAF COMPOST. AMEND WITH "PLANTONE" ORGANIC FERTILIZER, OR EQUAL, AT THE RATE RECOMMENDED BY MANUFACTURER.
3. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING SHOWN ON THIS DRAWING.
4. ALL PLANT MATERIALS SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERMEN, INC.
5. PLANT PITS SHALL BE DUG TWICE THE WIDTH OF THE ROOTBALL. PLANT PITS AND PLANTING BEDS SHALL BE BACKFILLED WITH THE AMENDED PLANTING MIX IN LIFTS TO AVOID AIR POCKETS IN BACKFILL.
6. ALL PLANT MATERIAL TO BE SET PLUMB, AND TO BEAR NATURAL RELATIONSHIP WITH FINISHED GRADE.
7. ALL BIODEGRADABLE BURLAP SHALL BE UNITED AND PULLED DOWN ON THE BALL. WIRE BASKETS AND OTHER NON BIODEGRADABLE MATERIALS ATTACHED TO PLANTS SHALL BE REMOVED PRIOR TO PLANTING. CARE SHALL BE TAKEN NOT TO BREAK OR DISTURB ROOTBALL OF PLANTS.
8. ALL PLANTS SHALL BE WATERED IMMEDIATELY AFTER PLANTING.
9. 3" OF COMPOSTED PINE BARK MULCH SHALL BE SPREAD OVER ALL PLANT BEDS.
10. THE CONTRACTOR SHALL MAINTAIN ALL PLANTS FOR 90 DAYS AFTER THE COMPLETION OF PLANT INSTALLATION. MAINTENANCE SHALL CONSIST OF KEEPING ALL PLANTS IN A HEALTHY GROWING CONDITION.
11. PLANTS SHALL BE GUARANTEED FOR A PERIOD OF 1 YEAR AFTER COMPLETION OF THE PROJECT AND SHALL BE ALIVE AND IN SATISFACTORY GROWTH AT THE END OF THE GUARANTEE PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ALL FAILING PLANT MATERIALS, AND REPLACE THEM WITH THE SAME KIND AND SIZE OF MATERIAL AS SPECIFIED IN THE PLANT LIST, WITH THE SAME GUARANTEE AS INITIAL PLANTING.



PLANTING SCHEDULE FOR SITE LANDSCAPING				
KEY	QUAN.	SIZE	BOTANICAL NAME	COMMON NAME
PS	6	8' to 10'	Picea Strobus	Eastern White Pine
PN	9	8' to 10'	Picea Nigra	Austrian Pine
PP	11	8' to 10'	Picea glauca	White Spruce





NORTH

LEGEND	
SYMBOL	DESCRIPTION
X 656.5	EX. SPOT ELEVATION
---	EX. CONTOUR
---	EX. DITCH
---	EX. GRAVEL
---	EX. WATER MAIN
---	EX. WATER VALVE
---	EX. WATER SERVICE VALVE
---	EX. HYDRANT
---	EX. WATER MANHOLE
---	EX. WATER GV
---	EX. WATER METER
---	EX. STORM SEWER
---	EX. STORM INLET/CATCH BASIN
---	EX. ROUND STORM CATCH BASIN
---	EX. STORM MANHOLE
---	EX. STORM END SECTION
---	EX. DOWN SPOUT
---	EX. SANITARY SEWER
---	EX. SANITARY MANHOLE
---	EX. CLEAN OUT
---	EX. SANITARY VENT
---	EX. UNDERGROUND GAS
---	EX. GAS VALVE
---	EX. GAS METER
---	EX. UNDERGROUND TELEPHONE
---	EX. UNDERGROUND FIBER OPTIC
---	EX. TELEPHONE MANHOLE
---	EX. TELEPHONE RISER
---	EX. TELEPHONE HANDHOLE
---	EX. UNDERGROUND ELECTRIC
---	EX. ELECTRIC MANHOLE
---	EX. ELECTRIC RISER
---	EX. ELECTRIC HANDHOLE
---	EX. ELECTRIC TRANSFORMER
---	EX. ELECTRIC METER
---	EX. GENERATOR
---	EX. ASPHALT
---	EX. CONCRETE
---	EX. GRAVEL
---	EX. TREELINE
---	EX. WATER MARKER
---	EX. GAS MARKER
---	EX. COMM. MARKER
---	EX. TELE. MARKER
---	EX. FIBER MARKER
---	EX. MEDIA MARKER
---	EX. OVERHEAD CABLE
---	EX. OVERHEAD FIBER
---	EX. OVERHEAD ELECTRIC
---	EX. UNDERGROUND CABLE
---	EX. COMMUNICATION RISER
---	EX. COMMUNICATION HANDHOLE
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---	EX. GUY ANCHOR
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---	EX. LIGHT POLE
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---	EX. GUARDRAIL
---	FOUND IRON
---	FOUND RR SPIKE
---	FOUND PK NAIL
---	FOUND CONC. MONUMENT
---	SET IRON ROD
---	SET MAG NAIL
---	SECTION CORNER
---	POST
---	BOLLARD
---	RECORDED BEARING
---	MEASURED BEARING
---	EX. TREE
---	DEMO TREE

FIRE DEPARTMENT NOTES:

20 Ft. Fire Lane required per the IFC with adequate turn around for fire department vehicles.

Truck circulation plan must demonstrate that the largest emergency vehicle can maneuver the site. Truck turning template and information should be obtained from the Planning Department prior to submission of revised plans. Truck circulation plan shall be submitted on a scaled drawing of 1"=60' or larger. Shall comply with the IFC.

Post "NO PARKING" sign(s) near hydrant if needed for access by Fire Department. (To be installed by owner of property.) Parking spaces at the fire hydrant may require hashing out for Fire Department access to that hydrant.

When installing the landscaping, insure that access to fire hydrants, fire department connection and the fire department riser room is not blocked. Please keep in mind, the expected growth of the plantings in the future and the possible removal due to blockage of the above stated items for visual or access for fire department operations.

Knox key switches may be required for gates and provide information on gate operation in an electrical power outage if proposed for this project.

Access drives to remain clear of obstructions for fire department access.

Knox Key Box required to be installed on the building with keys for complete Fire Department access.

Provide adequate amounts of portable fire extinguishers with signs, for the occupancy of the building. Fire Extinguishers are to be currently dated and checked by a vendor. (Shall be f an industrial type, size and classification shall meet the approval of the Fire Department.)

Provide an emergency means of egress lighting in building with an independent power source. (The Electrician is to furnish this department with the foot candlepower measurement AFTER occupancy on all egress areas. The Documentation shall bear the seal of an architect or a letter from the Electrical Contractor on their letterhead and be notarized stating the measurement, and shall meet the criteria of the Department per the IFC) Exterior of exit doors also require emergency lighting.

The Building is required to have illuminated exit lighting with an independent power source to indicate all means of egress and placement shall be such that no point in an exit access corridor or exit passageway is more than 100 feet or the listed viewing distance for the sign, whichever is less, from the next visible sign.

Exiting shall be provided from the exterior to a public-way and shall be kept free of any obstructions up to and including landscaping, trees, bushes and ice and snow. Sidewalks shall be required unless exiting leads to a paved public area.

The Address numbers are to be at least four (4") inches high and required on the front of the building, and shall be visible from the street. (Due to a building being set back, larger numerals may be required to be visible from the street. Numerals are to "stand out" and are not to be as a same color scheme as the building.)

The Owner is to insure that the occupants are of compatible Use Groups.

(Provide information if rack storage or high piled storage is to be utilized within the building.)

First Responder radio coverage required in the building which may require a 700-800 MHz BOA (radio equipment) and antennas to be installed in the building at the owners' expense per the IFC. Testing of firefighter radio communications are required to ensure a minimum of 90% coverage throughout the facility. Submittal of Communication Proposal to the Fire Department shall be required for approval/permit.

Additional items may be required upon inspection. A more detailed review will be conducted with the submittal of Building Plans.

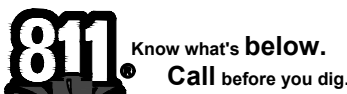
Omissions of reference to any provision of the code(s) shall not nullify any requirement of the code(s), nor exempt any structure or any other work performed from such requirement(s).

FIRE TRUCK ACCESS PLAN

UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN, WERE OBTAINED FROM UTILITY OWNER AND NOT FIELD LOCATED.



THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND/OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION.



CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

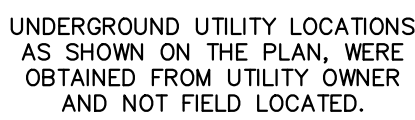
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811 Know what's below.
Call before you dig.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND/OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION.



REVISIONS

REV. PER CITY REVIEWS
DATED 3-26-21

CLIENT: MILLER PIPELINE LLC
8850 CRAWFORDVILLE ROAD
INDIANAPOLIS, IN 46234

EMI-TRUCK | FLEET VEHICLE ACCESS PLAN
6777 METROPLEX DRIVE, ROMULUS, MI

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SECTION 2

SOUTH, RANGE 9 EAST

CITY OF ROMULUS

WAYNE COUNTY, MICHIGAN

DATE: 3-30-21

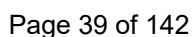
Drawn By: XX

P.E.: MD

Job No.: 2103

Sheet No.

1.6

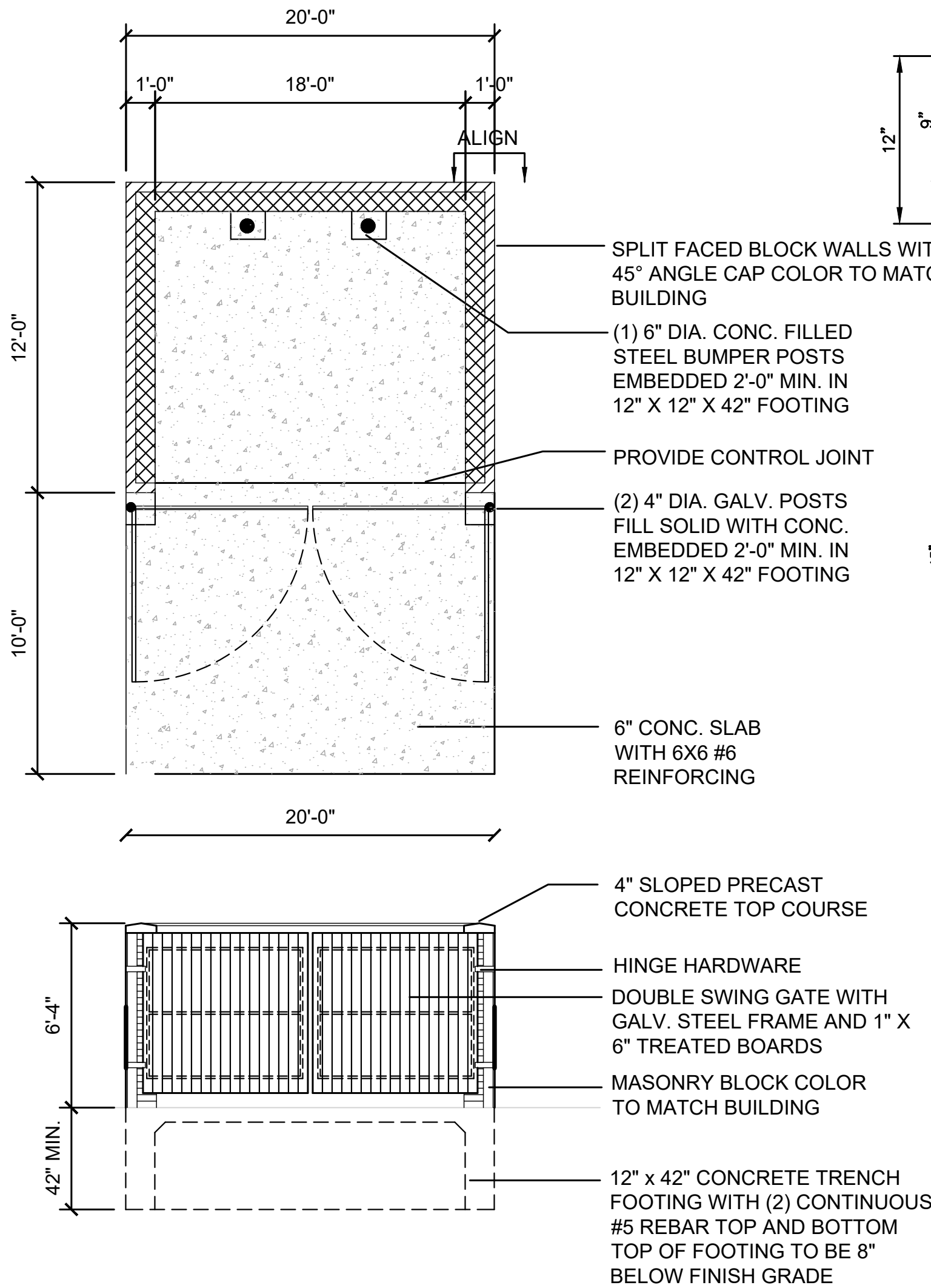


GENERAL NOTES

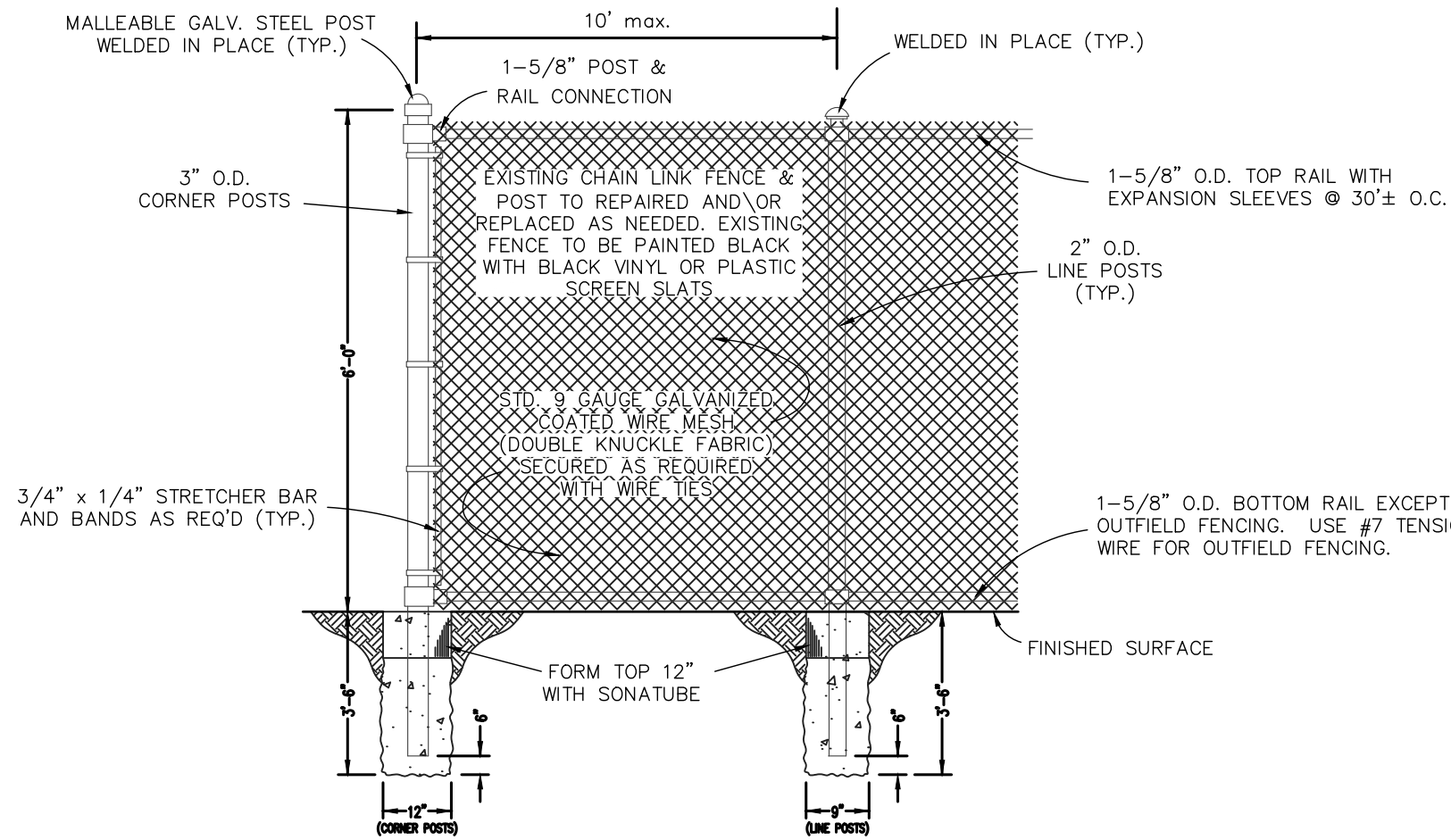
- ALL WORK TO BE DONE IN ACCORDANCE WITH MICHIGAN DEPARTMENT OF TRANSPORTATION, MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY, CITY OF ROMULUS, WAYNE COUNTY, STANDARDS & SPECIFICATIONS.
- ALL SURPLUS FILL MATERIAL AND TOPSOIL SHALL BE REMOVED FROM SITE.
- CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS FROM INDEPENDENCE TWP. & OAKLAND COUNTY PRIOR TO THE START OF CONSTRUCTION.
- THE EXISTING UTILITIES SHOWN ON THE DRAWINGS ARE APPROXIMATE LOCATIONS. THE CONTRACTOR SHOULD CONTACT THE APPROPRIATE UTILITY COMPANY FOR THE EXACT LOCATION AND DEPTH OF EACH UTILITY.
- THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR PROTECTION OF ALL EXISTING UTILITIES DURING CONSTRUCTION. ALL COSTS FOR LOCATING, REMOVING, REPLACING, OR RELOCATING THESE UTILITIES SHALL BE INCIDENTAL TO CONSTRUCTION. ALL UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED WITH LIKE MATERIAL AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR SHALL VERIFY THE DEPTH AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES BEFORE ANY WORK IS STARTED. THE EXACT LOCATION OF EXISTING UTILITIES SHALL BE DETERMINED BY HAND DIGGING.
- CONTRACTOR SHALL NOTIFY PROPER GOVERNMENTAL INSPECTION AGENCY 48 HOURS PRIOR TO STARTING CONSTRUCTION.
- COMPACTED SAND BACKFILL M.D.O.T CLASS II LIMITED TO 1" MAXIMUM SIZE OR APPROVED EQUAL IS TO BE USED EXCLUSIVELY IN ALL UTILITY TRENCHES UNDER ALL PAVED AREAS OR WITHIN A 1 ON : 1 INFLUENCE OF THE PAVED AREAS THROUGHOUT THE COURSE OF THE PROJECT UNLESS OTHERWISE SPECIFIED COMPACT TO 95% OF ITS MAXIMUM UNIT WEIGHT AS DETERMINED BY ASTM D 1557-78.
- THE CONTRACTOR SHALL ABIDE BY ALL REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION REGARDING CONSTRUCTION, MAINTAINING TRAFFIC, BARRICADING, BORING, BACKFILL AND RESTORATION. THERE WILL BE NO ADDITIONAL COMPENSATION DUE THE CONTRACTOR FOR COMPLYING WITH THESE REQUIREMENTS.
- THE CONTRACTOR SHALL BE REQUIRED TO COMPLETE ALL WORK IN AN EXPEDITIOUS MANNER AND SHALL NOT STOP CONSTRUCTION FOR EXTENDED PERIODS ONCE CONSTRUCTION HAS BEGUN.
- THE CONTRACTOR SHALL FURNISH THE OWNER & THE CITY OF ROMULUS ONE COMPLETE SET OF "AS-BUILT" MYLARS UPON COMPLETION
- THE CONTRACTOR SHALL MAINTAIN IN SERVICE, ALL EXISTING SANITARY SEWER, WATER OR STORM SEWER SERVICE CONNECTIONS.
- THE CONTRACTOR SHALL REMOVE OFF SITE ALL TREES, VEGETATION, CONCRETE, STUMPS, FOOTING, AND FOUNDATIONS FROM PROJECT SITE AND DISPOSED OF AT A DISPOSAL SITE APPROVED TO ACCEPT THIS DEBRIS. PROVIDE OWNER WITH LOCATION(S) OF DISPOSAL SITE(S).
- DUMPSTER ENCLOSURE TO BE CMU CONSTRUCTION . CONTRACTOR TO SUBMIT FENCE GATE AND ENCLOSURE DETAILS TO ENGINEER PRIOR TO CONSTRUCTION.
- THE CONTRACTORS SHALL NOT ADJUST STRUCTURES TO FINAL GRADE UNTIL FINAL CURB AND PAVEMENT ELEVATIONS HAVE BEEN STAKED.
- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL STRUCTURES, AND MATERIAL CERTIFICATIONS FOR APPROVAL PRIOR TO ORDERING MATERIALS.

GENERAL NOTES: BITUMINOUS PAVING

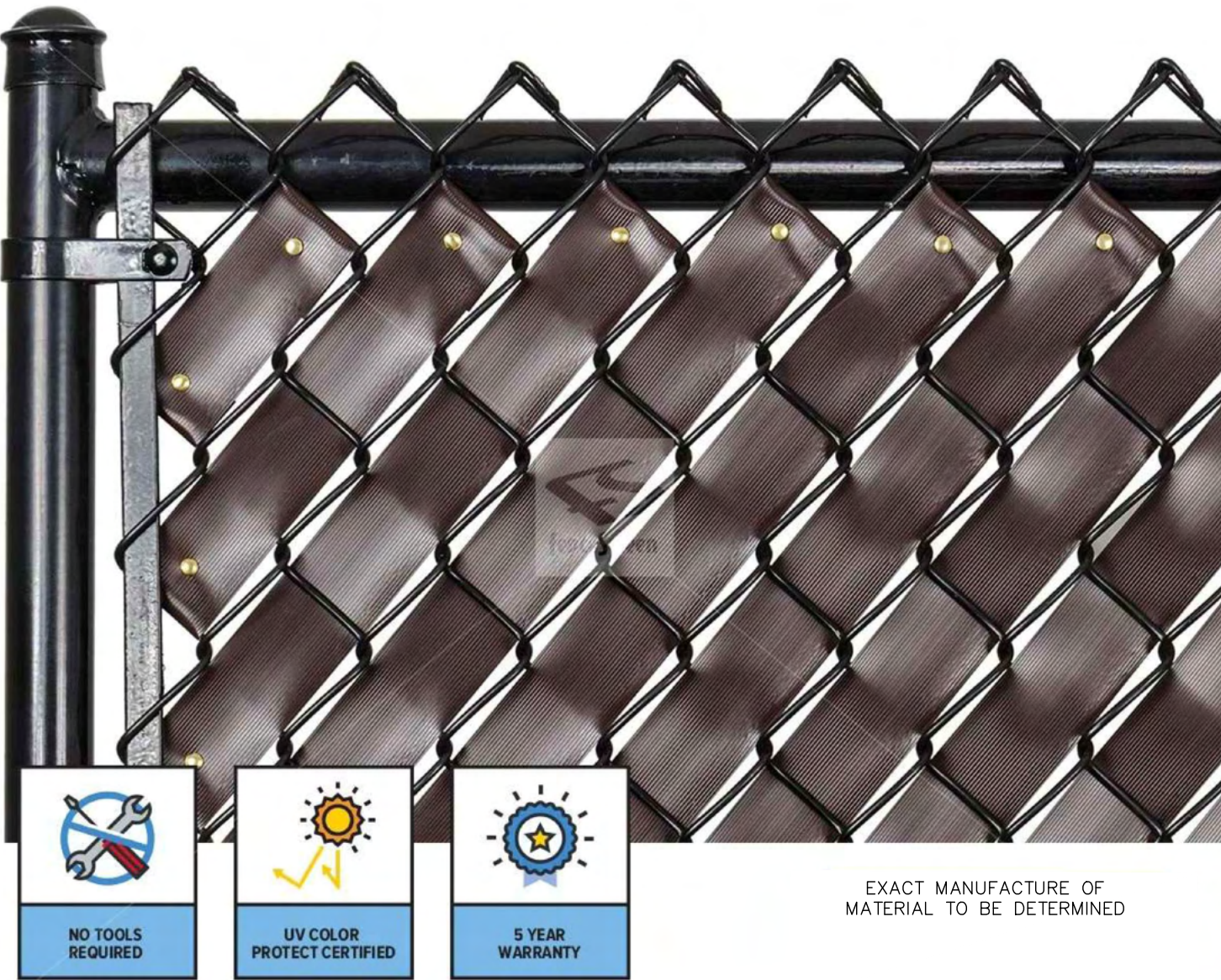
- CONTRACTOR TO THOROUGHLY CLEAN PAVEMENT PRIOR TO PLACEMENT OF FINAL LIFT BITUMINOUS SURFACING.
- ALL WORK TO BE DONE IN ACCORDANCE WITH M.D.O.T. 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- BITUMINOUS MIXTURE TO BE IN ACCORDANCE WITH M.D.O.T 7.10.06, TABLE 7.10.2.
- BITUMINOUS MIX TO BE M.D.O.T. NO. 1100T 36A AND M.D.O.T. NO. 1100L 20AA, A-C 120-150 OR APPROVED EQUAL. THICKNESS IS SPECIFIED ON DETAIL.
- ALL TRAFFIC CONTROL SIGNS AND PAVEMENT MARKINGS SHALL COMPLY WITH THE DESIGN AND PLACEMENT REQUIREMENTS OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- PAVEMENT STRIPING SHALL BE MDOT FAST DRY PAVEMENT MARKING. ALL ARROWS, STOP BARS, AND LANE LINES (4" WIDE SINGLE LINE) BETWEEN TURN LANES AND LANES IN THE SAME DIRECTION OF TRAVEL SHALL BE WHITE. LINES SEPARATING OPPOSITE DIRECTIONS OF TRAFFIC SHALL BE 4" WIDE DOUBLE YELLOW. NON-BARRIER-FREE SPACE MARKING SHALL BE WHITE. BARRIER-FREE SPACE MARKINGS AND HATCHING SHALL BE BLUE. INTERNATIONAL SYMBOLS OF ACCESSIBILITY (WHEELCHAIR SYMBOLS) ON THE PAVEMENT SHALL BE PAINTED WHITE. ALL PEDESTRIAN CROSS WALKS SHALL BE STRIPED WITH 12" WIDE WHITE DIAGONAL LINES AT 45° ANGLES SPACED 24" APART (TYP.). LOADING AREAS SHALL BE STRIPED WITH 4" WIDE YELLOW DIAGONAL LINES AT 45° ANGLES SPACED 6" APART (TYP.).



DUMPSTER DETAIL
NOT TO SCALE



TYPICAL 6'-0" HIGH CHAIN LINK FENCE DETAIL
NOT TO SCALE



CHAIN LINK FENCE SCREENING DETAIL
NOT TO SCALE

UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN, WERE OBTAINED FROM UTILITY OWNER AND NOT FIELD LOCATED.



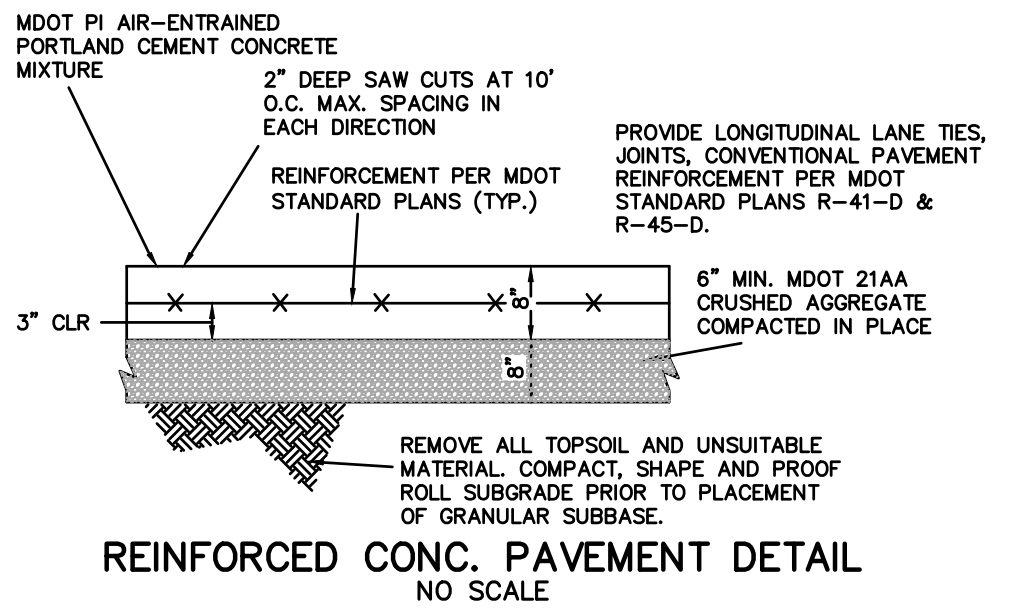
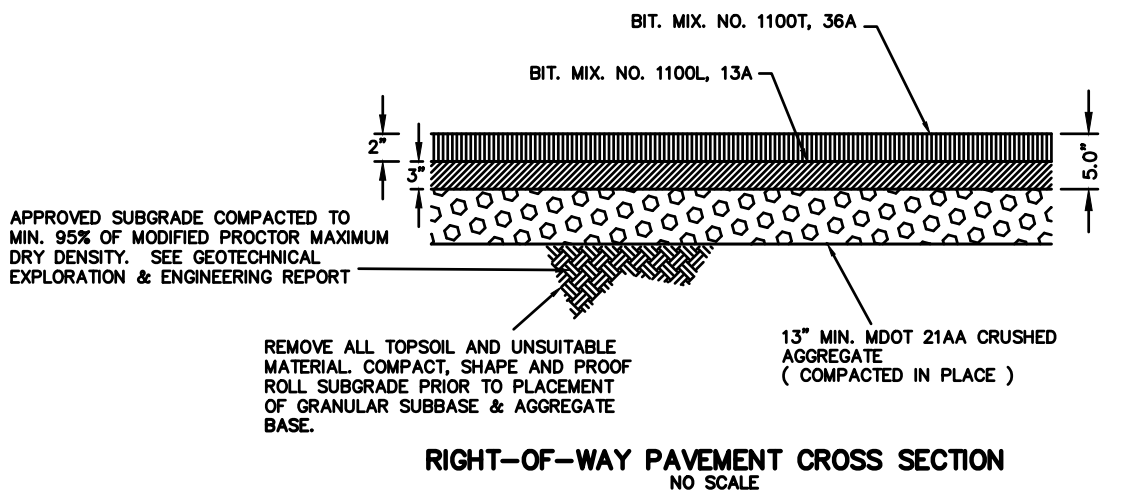
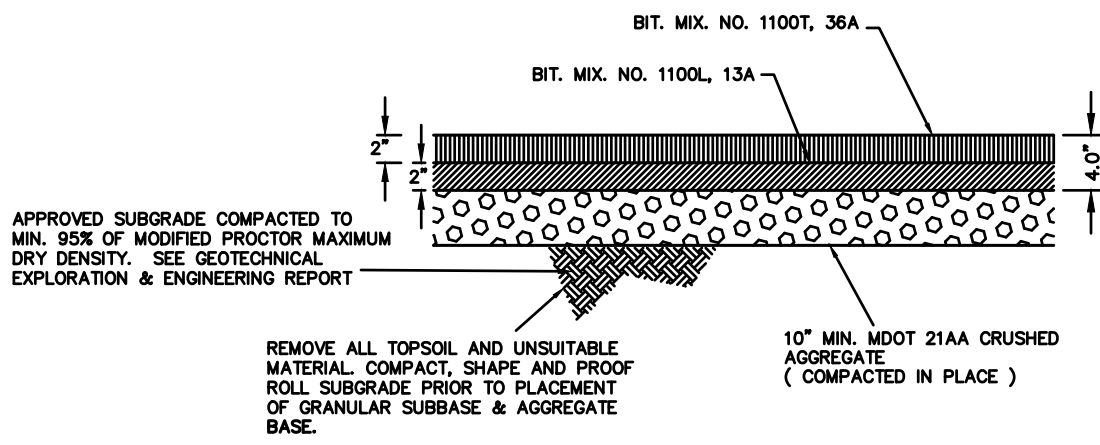
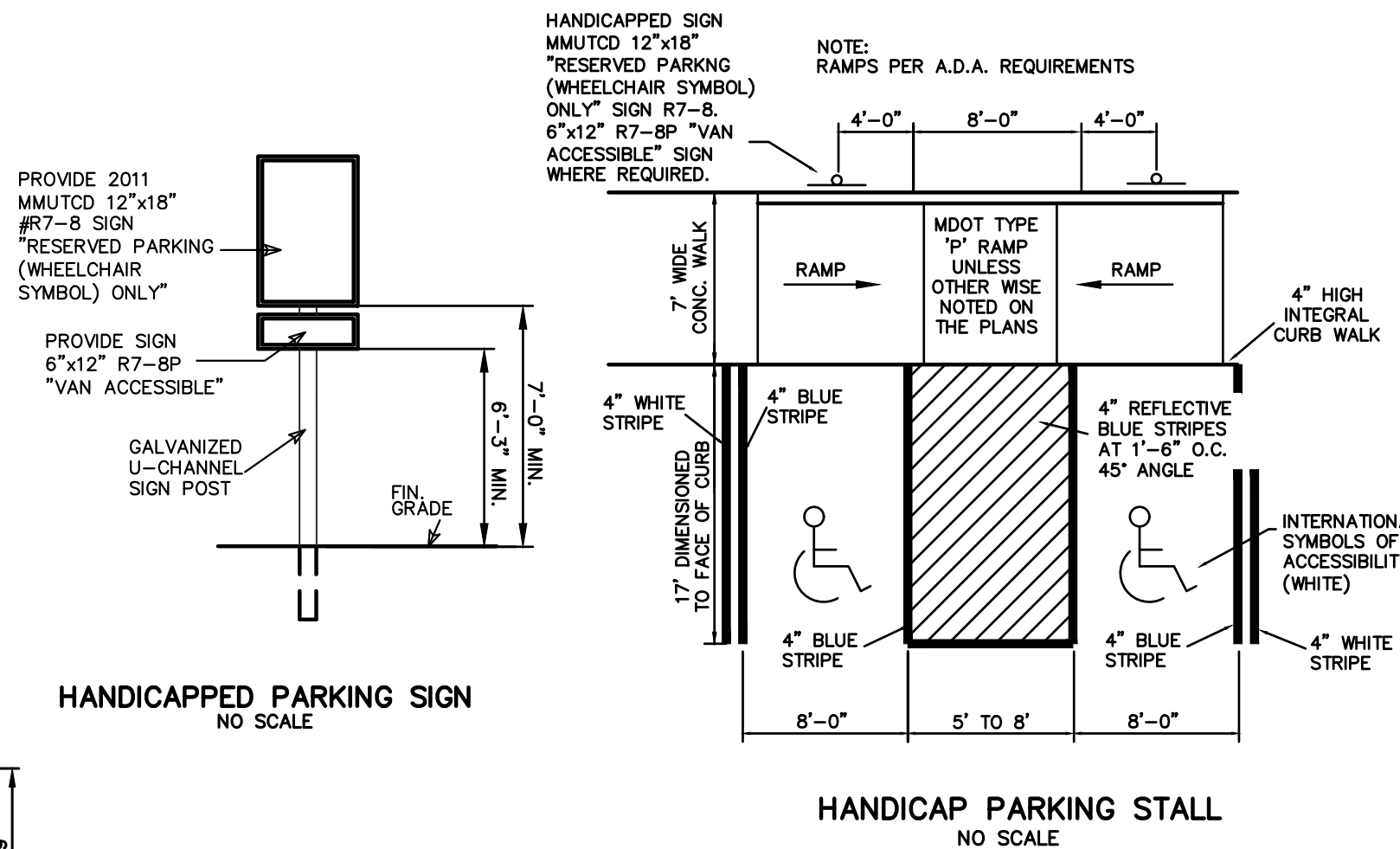
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SEAL



REVISIONS
REV. PER CITY REVIEWS
DATED 3-26-21

CLIENT: MILLER PIPELINE LLC
8850 CRAWFORDVILLE ROAD
INDIANAPOLIS, IN 46234
DETAIL SHEET
6777 METROPLEX DRIVE, ROMULUS, MI

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SECTION 2
TOWN 3 SOUTH, RANGE 9 EAST
CITY OF ROMULUS
WAYNE COUNTY, MICHIGAN

DATE: 3-30-21
Drawn By: XX
P.E.: MD
Job No.: 210302
Sheet No.



City of Romulus

Chairperson's Report, John Barden, Mayor Pro-Tem

Council Meeting Held: **May 24, 2021**

Item No. A.

General Description: Approval of the Chairperson's Report

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **May 24, 2021**

Item No. A.

General Description: Michigan Indigent Defense Commission Grant Independent Contractor-MIDC
Administrative Assistant

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: Michigan Indigent Defense Commission (MIDC) Grant
Independent Contractor – Administrative Assistant
DATE: May 19, 2021

I concur with the recommendation of Joshua Monte, Police Captain and legal counsel, and respectfully request Council authorize the Mayor and Clerk to enter into the attached Contract for Services of Independent Contractor with the Michigan Indigent Defense Commission (MIDC) Administrative Assistant, Mary Ellen Bohn.

Victoria Trush, Assistant Finance Director has verified grant funds for this acquisition are available in the Michigan Indigent Defense Fund account #260-000-702.000.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to enter into the attached Contract for Services of Independent Contractor with the Michigan Indigent Defense Commission (MIDC) Administrative Assistant, Mary Ellen Bohn.



Romulus Police Department

Memo

To: LeRoy D. Burcroff, Mayor
From: Joshua Monte, Police Captain
Date: May 18, 2021
Re: Michigan Indigent Defense Commission (MIDC) Grant Independent Contractor-MIDC
Administrative Assistant

In December of 2020 the City of Romulus, as the fiduciary of the 34th District Court, received grant funding from the State of Michigan to administer indigent defense standards in compliance with PA214 of 2018.

The compliance plan, approved by the MIDC contains a grant funded Administrative Assistant to assist Teresa Patton, the MIDC Managed Assigned Counsel Coordinator (MACC) in administering and ensuring compliance by the 34th District Court as it serves indigent defendants. I am respectfully requesting authorization to enter into the attached contract for "Services of Independent Contractor" with Mary Ellen Bohn.

The specific duties of the position are contained in the attached contract.

This Independent Contractor position is contingent on grant funding; should grant funds cease to exist, the position will be terminated.

City Attorney, Steve Hitchcock, has approved of the "Contract For Services of Independent Contractor".

Assistant Finance Director Victoria Trush, has reviewed the budget and concurs that sufficient grant funds exist for this position.

If you concur with my request, please seek Council's approval to enter into this agreement with Mary Ellen Bohn as an Administrative Assistant to the MACC.

Thank you.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS CONTRACT is made this 14 day of May, 2021, between the City of Romulus (herein referred to as "City"), whose address is 11111 Wayne Road, Romulus, Michigan 48174, and MARY ELLEN BOHM (herein referred to as "Contractor") whose address is 1835 PARKWEST DR #203, MONROE, MI.

WHEREAS, Contractor is to assist the Managed Assigned Counsel Coordinator (MACC) of the 34th District Court's Michigan Indigent Defense Commission Program in carrying out various administrative program functions under the terms and conditions set forth in this contract;

WHEREAS, the City is the funding unit for the 34th Judicial District Court under an agreement with the other municipalities located within the jurisdiction of the Court;

WHEREAS, the City is administering the grant fund from the Michigan Indigent Defense Commission to provide legal representation to indigent defendants charged with offenses in the 34th Judicial District Court and weekend and holiday arraignments;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between City and Contractor as follows:

SECTION I **DESCRIPTION OF WORK**

The work to be performed includes, but is not limited to:

- Support the MACC in retrieving and recording various data to include attorney docket sheets and court case statistics
- Retrieving new case information from the court and disseminating to the MACC and/or the assigned counsel
- Aid the MACC with screening for indigency
- Aid in obtaining requests for and/or waivers of assigned counsel
- Aid the MACC in disseminating case assignments to assigned counsel
- Aid the MACC in updating the case database
- Aid the MACC in updating the attorney scheduling App
- Aid the MACC in processing request for investigators and experts
- Aid the MACC in verifying attorney pay invoices

SECTION II **COMPENSATION**

The City agrees to pay Contractor according to the following fee schedule:

Twelve (\$12.00) dollars per hour, up to eleven hours per week, not to exceed 572 hours annually for carrying out various MIDC administrative program functions under the terms and conditions set forth in Section I above.

Contractor shall submit detailed monthly invoices to the MACC, in a format approved by the City.

Contractor agrees to defend (including reasonable attorney fees and bona fide litigation costs), pay on behalf of, indemnify and hold harmless, City for any and all claims, demands, suits or losses which may be asserted or claimed against City arising out of Contractor's performance of legal services to indigent defendants within the scope of Contractor's duties under this Agreement.

SECTION III **RELATIONSHIP OF PARTIES**

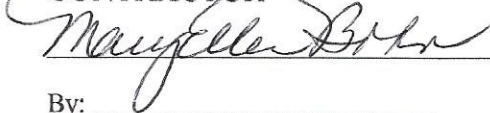
The parties agree that an independent contractor relationship is created by this contract. The City of Romulus is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Contractor. Contractor understands that the City does not agree to use Contractor exclusively, and the City understands that Contractor is free to contract for similar services to be performed for other entities while under contract with the City of Romulus. Contractor agrees that it will perform all the work described in this Agreement and will not use subcontractors or employees to perform the work.

SECTION IV **DURATION**

Either party may cancel this contract without cause with thirty (30) days written notice; otherwise, the contract shall remain in force for a period of twelve (12) months.

IN WITNESS WHEREOF, the parties have executed this agreement at 11111 Wayne Road, Romulus MI, on the above referenced date.

CONTRACTOR



By: _____

Its: MIDC Administrative Assistant

CITY OF ROMULUS

By: LeRoy D. Burcroff
Its: Mayor

By: Ellen Craig-Bragg
Its: Clerk

Monte, Joshua

From: Steve Hitchcock <sjh@gmhlaw.com>
Sent: Wednesday, May 12, 2021 5:43 PM
To: Monte, Joshua
Subject: RE: MIDC Administrative Assistant-2021

Josh,
The contract is fine.

Steve Hitchcock

Giarmarco, Mullins & Horton, P.C.
Tenth Floor Columbia Center
101 West Big Beaver Road
Troy, Michigan 48084-5280
Phone: (248) 457-7024
Fax: (248) 404-6324
Email: sjh@gmhlaw.com
www.gmhlaw.com



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From: Monte, Joshua <jmonte@romulusgov.com>
Sent: Wednesday, May 12, 2021 2:08 PM
To: Steve Hitchcock <sjh@gmhlaw.com>
Subject: MIDC Administrative Assistant-2021

Steve-Can you please review this Independent Contractor Contract and advise if you concur with its contents.

In the FY2021 MIDC grant, we received \$7,390 (including FICA) for a twelve (\$12) dollar per hour Administrative Assistant for the MIDC program.

The position was also included in the FY2022 grant request.

Thank you.

Captain Joshua A. Monte
Romulus Police Department
11165 Olive
Romulus, MI 48174
www.romulusgov.com



FUNDS VERIFICATION FORM

DEPARTMENT:

Police Department

FUND NAME:

MIDC-Contractual Services

ACCOUNT NUMBER/S:

260-000-702.000

PURPOSE FOR REQUEST:

MIDC Administrative Assistant

AMOUNT OF EXPENDITURE:

\$3,600

SIGNATURE OF DEPARTMENT HEAD:

Joshua A. Monte

FUNDS CURRENTLY AVAILABLE:

\$ 17,689.96

FINANCE DEPARTMENT APPROVAL:

Victoria Trush

DATE:

May 13, 2021



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **May 24, 2021**

Item No. B.

General Description: Beverly Road Phase II - Tri-Party Agreement with State of Michigan, ROWE, and the City of Romulus

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: Beverly Road Phase II (Beverly Court to 1500' east of Merriman) – Tri Party Agreement with State of Michigan, ROWE, and the City of Romulus
DATE: 5/20/2021

I concur with the recommendation of Roberto Scappaticci, DPW Director and Stephen Hitchcock, legal counsel and respectfully request that Council authorize the Mayor and Clerk to enter into the attached construction inspection MDOT tri-party agreement with ROWE Engineering for the Beverly Road Phase II (Beverly Court to 1500' east of Merriman) project. The attached agreement proposal outlines a construction service plan with a cost of \$182,863.39. Please note that 80% of this cost will be paid by the State of Michigan.

Victoria Trush, Assistant Finance Director has confirmed that funds are available in the 20/21 Capital Outlay/Major Roads account #202-463-980.000.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to enter into the attached construction inspection MDOT tri-party agreement with ROWE Engineering for the Beverly Road Phase II (Beverly Court to 1500' east of Merriman) project. The attached agreement proposal outlines a construction service plan with a cost of \$182,863.39. Please note that 80% of this cost will be paid by the State of Michigan.

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Mayor LeRoy D. Burcroff

FROM: Roberto J. Scappaticci, Director of Department of Public Works

CC: Robert McCraight, Director of Public Services
Kathy Ritter, Assistant Director of Public Works

DATE: May 11th, 2021

SUBJECT: Beverly Road Phase II (Beverly Court to 1500 east of Merriman) – Tri Party Agreement with State of Michigan, ROWE, and the City of Romulus

Mayor,

Attached is the Tri Party Consultant agreement for Construction Inspection on the Beverly Road Phase II Project. This agreement is between ROWE, the City of Romulus and the State of Michigan.

The attached agreement proposal outlines a construction service plan with a cost of **\$182,863.39**. **Please note that 80% of this cost will be paid by the State of Michigan.** The DPW has reviewed the service plan and agrees with the outline.

At this time, the DPW recommends execution of the attached MDOT Tri Party Contract and approval by City Council. Steve Hitchcock has reviewed the agreement and agrees with its approval as well.

Funding for this project has been secured in the following account: 202-463-980.000 in fiscal 20/21

Should there be any questions regarding this matter please feel free to contact me.

Sincerely,



Roberto J. Scappaticci, Director of Public Works

y:\admin documents\roads\beverly road_merriman_middlebelt\beverly phase ii\tri party and proposal\recommendation_memo_dpw.docx

"This "Third Party Agreement" sample is comprised of standard MDOT contract language. Local Agencies or their consultants utilizing this agreement are advised to seek legal counsel to determine impacts to either organization."

SUBCONTRACT NO. 20-5036 S1
CONTROL SECTION NO. STU 82000
JOB NO. 205842

FED. PROJECT NO. 21A0275
FED. ITEM NO. _____

THIRD PARTY AGREEMENT

City of Romulus
Beverly Road Reconstruction

(Preliminary Engineer, Construction Engineering, Testing Services)
LOCAL AGENCY CONTRACT

THIS CONTRACT, made and entered into as of this date, February 2, 2021, by and between ROWE Professional Services Company, 27280 Haggerty Rd Suite C-2, Farmington Hills, MI 48331, hereinafter referred to as the “CONSULTANT,” and the City of Romulus, DPW, 12600 Wayne Road, Romulus, MI 48174 hereinafter referred to as the “LOCAL AGENCY.”

WITNESSETH:

WHEREAS, the LOCAL AGENCY is planning to Reconstruct Beverly Road from 1500' East of Merriman Road to Beverly Plaza a Surface Transportation - Urban project within its limits; and

WHEREAS, the LOCAL AGENCY has assigned Roberto Scappaticci, DPW Director to be the designated full-time public employee to be in Responsible Charge in accordance with 23 CFR 172.9 (d).

WHEREAS, the LOCAL AGENCY desires to engage the professional services and assistance of the CONSULTANT to perform certain construction engineering, staking and testing services and other related work, said work to be hereinafter referred to as the “SERVICES,” required in connection with the construction of the following Beverly Road Reconstruction - Phase 2 improvements, said improvements to be hereinafter referred to as the “PROJECT:”

Reconstruct Beverly Road from 1500' East of Merriman Road to Beverly Plaza

WHEREAS, the LOCAL AGENCY has programmed the PROJECT with the Michigan DEPARTMENT of Transportation, hereinafter referred to as the “MDOT,” for the use of Federal Surface Transportation – Urban administered by the United States DEPARTMENT of Transportation, Federal Highway Administration, hereinafter referred to as the “FHWA;” and

WHEREAS, the CONSULTANT is willing to render the SERVICES desired by the LOCAL AGENCY for the considerations hereinafter expressed; and

WHEREAS, the CONSULTANT was selected utilizing a qualifications based selection (QBS) process, as applicable; and CONSULTANT performance evaluations will be completed, as defined in Exhibit D.

WHEREAS, the terms and conditions of the PRIME CONTRACT between the MDOT and the LOCAL AGENCY for the PROJECT shall be incorporated by reference as part of this SUBCONTRACT to ensure that if any discrepancies occur between the PRIME CONTRACT and SUBCONTRACT, the PRIME CONTRACT shall prevail; and

WHEREAS, the parties hereto have reached an understanding as to the scope of the work and the performance of the SERVICES on the PROJECT and desire to set forth this understanding in the form of a written contract;

NOW THEREFORE, it is hereby agreed by and between the parties hereto that:

The CONSULTANT will:

1. Perform the work set forth in Exhibit A, dated February 2, 2021, attached hereto and made a part hereof (SERVICES). The LOCAL AGENCY specifically agrees that it will not perform SERVICES that are not included in the scope of SERVICES in Exhibit A.
2. Perform all SERVICES by the applicable codes, laws, and standards of the LOCAL AGENCY and the MDOT and the FHWA.
3. During the performance of the SERVICES herein provided for, be responsible for any loss or damage to the documents, owned by the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANTS expense.
4. Furnish qualified personnel, as per 23 CFR Part 172, to assist the PROJECT Engineer/Supervisor in solving problems, when so requested.
5. Attend conferences and make such trips as necessary to the LOCAL AGENCY'S offices and to the site of the work to confer with representative of the LOCAL AGENCY and the MDOT or the FHWA as may be necessary in the carrying out of the work under THIS CONTRACT.
6. Provide and maintain public liability, property damage, and workers' compensation insurance, insuring as they may appear the interests of all parties to THIS CONTRACT against any and all claims that may arise out of the LOCAL AGENCY'S operation hereunder. In addition, provide professional liability insurance, as further defined in Exhibit B, attached hereto and made a part hereof.

7. Commence work on the PROJECT as set forth in and following execution of THIS CONTRACT only upon receipt of written notice from the PROJECT Engineer/Supervisor.
8. Submit billings to the LOCAL AGENCY as set forth in Section 17.
9. Perform all PROJECT work under the direction of the PROJECT Engineer who will be assigned by the LOCAL AGENCY as provided in Section 14.
10. Provide such reports and maintain such records of the PROJECT as are required to document the work to the satisfaction of the PROJECT Engineer, the LOCAL AGENCY, the MDOT, and the FHWA.
11. Permit the LOCAL AGENCY, the MDOT, the FHWA, and other public agencies interested in the plans and designs for the PROJECT to have full access thereto during the progress of the SERVICES being performed thereon.
12. Have their professional endorsement upon all plans, specifications, estimates, and engineering data furnished to the LOCAL AGENCY.
13. Follow standard accounting practices and permit representatives of the LOCAL AGENCY and MDOT, FHWA, U.S. DEPARTMENT OF Transportation's Inspector General, and the Controller General of the United States to audit and inspect its PROJECT books and records at any reasonable time.
 - a. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under THIS CONTRACT.
 - b. In the event of a dispute with regard to the allowable expenses or any other issue under THIS CONTRACT, the CONSULTANT shall thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - c. In the event of a dispute with regard to the allowable expenses or any other issue under THIS CONTRACT, the CONSULTANT shall thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - d. If any part of the work is subcontracted, the conditions for the responsibilities of the CONSULTANT apply to the CONSULTANT and their SUBCONSULTANTS (or affiliates).

The LOCAL AGENCY shall:

14. Assign a PROJECT Engineer/Supervisor in responsible charge of the PROJECT.
15. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in THIS CONTRACT, pay the CONSULTANT on the basis of actual cost plus a fixed fee (profit) amount which shall not exceed one hundred eight two thousand, eight hundred sixty three dollars and 39 cents (**\$182,863.39**). The fixed fee (profit) shall be the amount of seventeen thousand, nine hundred twenty five dollars and 73 cents (\$17,925.73), which amount is included in the total amount of one hundred eight two thousand, eight hundred sixty three dollars and 39 cents (\$182,963.39) as shown in Exhibit "A," attached hereto and made part hereof.
16. Pay for actual costs for SERVICES. Work required and performed will be determined in accordance with the following terms, subject to the cost criteria set forth in the Federal Acquisition Regulations, 48 CFR, Part 31.
 - a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES work. This cost will be based on the employees' actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by employee time records.
 - b. Direct Costs: Actual costs of materials and SERVICES, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals, and shall be supported by proper receipts.

Overhead (Indirect Costs): For A pro-rated portion of the actual overhead incurred by the CONSULTANT during performance of the PROJECT work shall be computed as set forth in 48 CFR, Federal Acquisition Regulations, Part 31, see Attachment C. The amount of overhead payment, including payroll overhead, will be calculated as a percentage of all direct labor costs related to staff personnel and members of the firm. Overhead shall include those costs, which because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. If a certified overhead rate, attachment C, has not been established, a provisional overhead rate, which will be applied to direct labor costs for progress payments, is set forth in Exhibit A. Use the provisional overhead rate until the actual overhead rate has been determined.

- c. Non MDOT Pre-Qualified CONSULTANT:
It is agreed that the use of the provisional overhead rate set forth in Exhibit A sets neither a minimum nor maximum to the actual overhead costs to be paid the CONSULTANT. Any overpayments or underpayments made to the CONSULTANT for SERVICES performed resulting from usage of the provisional overhead rate, will be corrected in the first billing submitted subsequent to the CONSULTANT'S calculations of an actual overhead rate for the financial year end applicable to the reported direct labor cost. The audit at the completion of THIS CONTRACT or at such time as THIS CONTRACT is terminated, will verify the propriety of reporting overhead.

MDOT Pre-Qualified CONSULTANT:

When work occasioned at the LOCAL AGENCY'S request is contracted with the CONSULTANT to perform the SERVICES, the actual overhead costs incurred by the CONSULTANT at the MDOT-accepted rate during work, computed as set forth in 48 CFR, Federal Acquisition Regulations, Part 31, The amount of overhead payment, including payroll overhead, will be calculated as applied rates to direct labor costs. Overhead costs will include those costs that, because of their incurrence for common or joint objectives, are not readily subject to treatment as direct costs. The MDOT-accepted overhead rate is not subject to adjustment for overhead costs, but the LOCAL AGENCY and MDOT retains the right to audit the records of the CONSULTANT at any reasonable time.

Contract LOCAL AGENCY Work:

When work occasioned at the LOCAL AGENCY'S request is contracted with another LOCAL AGENCY to perform the SERVICES, the actual overhead costs incurred by the LOCAL AGENCY shall be computed as set forth in 2 CFR 200.414. The LOCAL AGENCY must submit a 2 CFR 200.414 compliant overhead (indirect) cost rate proposal/plan to MDOT, prior to claiming any overhead (indirect) costs. The LOCAL AGENCY and MDOT retains the right to audit the records of the CONSULTANT at any reasonable time.

Reimbursement for costs incurred is subject to the cost criteria set forth in 48 CFR Part 31, and/or 2 CFR 200Subpart E-Cost Principles as applicable, is incorporated herein by reference as if the same were repeated in full herein.

- d. Facilities Cost of Capital: A pro-rated portion of the actual facilities costs of capital incurred by the CONSULTANT during work is reimbursable only if the estimated facilities cost of capital was specifically identified in the cost proposal, included in the Scope of Services for this work (Exhibit A).
- e. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein.
- f. Fixes Fee (Profit): In addition to the payments for direct and overhead costs as hereinbefore provided, the LOCAL AGENCY agrees to pay the CONSULTANT a fixed amount for profit for the SERVICES performed. It is agreed and understood that such amount constitutes full compensation to the CONSULTANT for profit and will not vary because of any differences between the estimated cost and the actual cost for work performed, except that in the event THIS CONTRACT is terminated, payment of a fixed fee (profit) in respect to the PROJECT shall be in an amount which can be established by the CONSULTANT from its accounts and records and subject to the provisions of Section 30.

- g. SUBCONSULTANT Costs: Actual costs of SUBCONSULTANTS performing SERVICES under THIS CONTRACT. Amounts for fixed fees paid by the CONSULTANT to the SUBCONSULTANT will not be considered an actual cost of the CONSULTANT, but will be considered a part of the fixed fee of the CONSULTANT.

17. Make payments to the CONSULTANT in accordance with the following procedures:

- a. Progress payments may be made for reimbursement of amounts earned to date and shall include direct costs, other direct costs, calculated amounts for overhead using overhead, and facilities cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee. The portion of the fixed fee which may be included in progress payments shall be equal to the total fixed fee multiplied by the percentage of the work which has been completed to date of billing.
- b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the LOCAL AGENCY. Partial payments shall be made only one a month.
- c. Final billing under THIS CONTRACT shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billing for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the MDOT and the FHWA.

In the event such audit indicates an overpayment, the CONSULTANT will repay the LOCAL AGENCY within 30 days of the date of the invoice.

It is further agreed that:

- 18. Upon completion or termination of THIS CONTRACT, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of SERVICE, shall become property of the LOCAL AGENCY.
- 19. No portion of the PROJECT work, hereto before defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent for the LOCAL AGENCY and approval by MDOT and the FHWA. Consent to sublet, assign or otherwise dispose of any portion of the SERVICES shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of THIS CONTRACT.
- 20. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the LOCAL AGENCY'S PROJECT Engineer/Supervisor.

All questions as to the satisfactory and acceptable fulfillment of the terms of THIS CONTRACT shall be decided by the LOCAL AGENCY.

21. This agreement is to be governed by the laws of the State of Michigan. All disputes between the LOCAL AGENCY and CONSULTANT shall be resolved per the Dispute Resolution in Appendix C.
22. Any change in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY and approved by the MDOT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to THIS CONTRACT.
23. The CONSULTANT and the LOCAL AGENCY specifically agree that in the event problems arise that may be the result of errors and/or omissions by the CONSULTANT or due to a failure of the CONSULTANT to otherwise perform in accordance with THIS CONTRACT, the CONSULTANT will be held responsible with no cost to the LOCAL AGENCY or in accordance with Dispute Resolution in Appendix C.
24. In addition, the CONSULTANT shall comply with, and shall require any CONTRACTOR or SUBCONTRACTOR to comply with, the following:
 - a. In connection with the performance of the PROJECT under THIS CONTRACT, the CONSULTANT (hereinafter in Appendix "A" referred to as the "CONTRACTOR") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix "A," attached hereto and made a part hereof and will require a similar covenant on the part of any CONTRACTOR or SUBCONTRACTOR employed in the performance of THIS CONTRACT.
 - b. During the performance of THIS CONTRACT, the CONSULTANT, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "CONTRACTOR"), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the DEPARTMENT of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to THIS CONTRACT.
 - c. The parties hereto further agree that they accept the MDOT'S Minority Business Enterprises/Women's Business Enterprises (MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof, being an excerpt from Title 42 C.F.R. Part 23, more specifically 23.43(a)(1) and (2) thereof.

25. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT to solicit or secure THIS CONTRACT and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of THIS CONTRACT. For breach or violation of this warranty, the LOCAL AGENCY will have the right to annul THIS CONTRACT without liability or, at its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
26. The CONSULTANT specifically agrees that in the performance of the SERVICES herein enumerated, by itself, by an approved SUBCONTRACTOR, or by anyone acting on its behalf, it will comply with any and all state, federal, and local statutes, ordinances, and regulations and will obtain all permits applicable to the entry into the performance of THIS CONTRACT.
27. No charges or claims for damages shall be made by the CONSULTANT for delays or hindrances from any cause whatsoever during the progress of any portions of the SERVICES specified in THIS CONTRACT, except as hereinafter provided.

In case of a substantial delay on the part of the LOCAL AGENCY in providing to the CONSULTANT either the necessary information or approval to proceed with the work, resulting, through no fault of the CONSULTANT, in delays of such extent as to require the CONSULTANT to perform its work under changed conditions not contemplated by the parties, the LOCAL AGENCY will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data. Authorization of such supplemental compensation shall be by an amendment to THIS CONTRACT subject to prior approval by the MDOT.

When delays are caused by circumstances or conditions beyond the control of the CONSULTANT, as determined by the LOCAL AGENCY, the CONSULTANT may be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties. However, that permitting of the CONSULTANT to proceed to complete the SERVICES, or any part of them, after the date through which the time of completion may have been extended, will in no way operate as a waiver on the part of the LOCAL AGENCY of any of its rights herein set forth.

28. In case the CONSULTANT deems extra compensation will be due it for work or materials not clearly covered in THIS CONTRACT, or not ordered by the LOCAL AGENCY as a change, or due to changed conditions, the CONSULTANT shall notify the LOCAL AGENCY in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any way be construed to establish the validity of the claim. Such

extra compensation shall be provided only by amendment to THIS CONTRACT with approval of the MDOT and the FHWA.

29. In addition to the protection afforded by any policy of insurance, the CONSULTANT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, the FHWA, and all officers, agents, and employees thereof:
- a. From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the CONSULTANT in connection with the CONSULTANT'S performance of the SERVICES; and
 - b. From any and all costs or claims for additional compensation or damages, or injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, response and cleanup cost, including attorney fees and related costs, caused by errors and/or omissions attributable to the CONSULTANT'S performance of the SERVICES under THIS CONTRACT unless the CONSULTANT proves that notwithstanding the error or omission, the CONSULTANT met generally accepted standards of care. In addition to excusing consultants from liability for errors or omissions that the CONSULTANT proves occurred despite its compliance with generally accepted standards of care, the CONSULTANT will only be responsible for the percentage of the damages and costs that corresponds to the proportion of the total damages and costs caused by the errors and/or omissions attributable to the CONSULTANT for which the CONSULTANT is otherwise liable under this subparagraph.

LOCAL AGENCY will not be subject to any obligations or liabilities by CONTRACTORS of the CONSULTANT or their SUBCONTRACTORS or any other person not a party to THIS CONTRACT without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the CONSULTANT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under THIS CONTRACT that results in claims being asserted against or judgments being imposed against the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, and/or the FHWA, as applicable. In the event that the same occurs, it will be considered as a breach of THIS CONTRACT, thereby giving the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, and/or the FHWA, as applicable, a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

30. LOCAL AGENCY may terminate THIS CONTRACT and/or any AUTHORIZATION(S) under THIS CONTRACT for convenience or cause, as set forth below, before the SERVICES are completed. Written notice of termination will be sent to the CONSULTANT. The CONSULTANT will be reimbursed in accordance with the following:

a. Termination for Convenience:

FOR COSTS TO BE REIMBURSED ON AN ACTUAL COST PLUS FIXED FEE BASIS: The CONSULTANT will be reimbursed for all costs incurred up to the termination date set forth in the notice of termination. Such reimbursement will be as set forth in Sections 16 and 17. The CONSULTANT will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete as determined by LOCAL AGENCY. LOCAL AGENCY will receive the work product produced by the CONSULTANT under THIS CONTRACT up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

b. Termination for Cause:

The LOCAL AGENCY may terminate this CONTRACT whenever the CONSULTANT causes any of the following events to occur: fails to complete any of the SERVICES in a manner satisfactory to LOCAL AGENCY, and/or discloses LOCAL AGENCY'S confidential information, and/or replaces any Key People without prior written approval from LOCAL AGENCY, and/or fails to find an acceptable replacement to the Project Team within thirty (30) days, (or within the extension of time granted by LOCAL AGENCY, if any), and/or makes any public relations communications, (and/or products) that are intended for external audience without prior written approval from the LOCAL AGENCY.

AUTHORIZATION(S) pursuant to THIS CONTRACT for cause. Written notice of termination will be sent to the CONSULTANT. The CONSULTANT will be reimbursed as follows:

FOR COSTS TO BE REIMBURSED ON AN ACTUAL COST PLUS FIXED FEE BASIS: The CONSULTANT will be reimbursed for SERVICES completed up to receipt of the notice of termination. LOCAL AGENCY may pay a proportionate share for a partially completed work product. The value of such partially completed work product will be determined by LOCAL AGENCY based on actual costs incurred up to the estimated value of the work product received by LOCAL AGENCY, as determined by LOCAL AGENCY. Such actual costs will be as set forth in Section 16.

The CONSULTANT will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete, as determined by LOCAL AGENCY. LOCAL AGENCY will receive the work product produced by the CONSULTANT under THIS CONTRACT up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of the SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

The value of such partially completed work product will be determined by LOCAL AGENCY based on actual costs incurred up to the estimated value of the work product received by LOCAL AGENCY as determined by LOCAL AGENCY.

In the event that termination by LOCAL AGENCY is necessitated by any wrongful breach, failure, default, or omission by the CONSULTANT, LOCAL AGENCY will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to the CONSULTANT under THIS CONTRACT, as well as any other existing or future contracts between the CONSULTANT and LOCAL AGENCY, for any and all damages and costs incurred or sustained by LOCAL AGENCY as a result of its termination of THIS CONTRACT due to the wrongful breach, failure, default, or omission by the CONSULTANT.

In the event of termination of THIS CONTRACT and/or any AUTHORIZATION(S), LOCAL AGENCY may procure the professional SERVICES from other sources and hold the CONSULTANT responsible for any damages or excess costs occasioned thereby.

In the event that the CONSULTANT disagrees with LOCAL AGENCY regarding a determination of the completeness or value of SERVICES performed or the amount of reimbursement for which the CONSULTANT is eligible under the provisions of this section, the CONSULTANT may invoke the dispute process defined in Exhibit C.

31. The CONSULTANT'S signature on THIS CONTRACT constitutes the CONSULTANT'S certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549.

The certification included as a part of THIS CONTRACT as Attachment A is Appendix A of 49 CFR Part 29 and applies to the CONSULTANT (referred to in Appendix A as "the prospective primary participant").

The CONSULTANT is responsible for obtaining the same certification from all SUBCONTRACTORS under THIS CONTRACT by inserting the following paragraph in all subcontracts:

"The SUBCONTRACTOR'S signature on THIS CONTRACT constitutes the SUBCONTRACTOR'S certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549. The certification included as a part of THIS CONTRACT as Attachment B is Appendix B of 49 CFR Part 29."

This certification is required of all SUBCONTRACTORS, testing laboratories, and other lower tier participants with whom the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in THIS CONTRACT.

32. The CONSULTANT'S signature on THIS CONTRACT constitutes the CONSULTANT'S certification that to the best of his or her knowledge and belief no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, removal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

The CONSULTANT will require that the language of this certification be included in the award documents for all third-party agreements (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

33. The CONSULTANT agrees to pay each SUBCONTRACTOR for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the CONSULTANT receives from MDOT. This requirement is also applicable to all sub-tier SUBCONTRACTORS and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a SUBCONTRACTOR against MDOT. This provision applies to both DBE and non-DBE SUBCONTRACTORS.

The CONSULTANT further agrees that it will comply with 49 CFR Part 26, as amended, and will report any and all DBE SUBCONTRACTOR payments to MDOT semi-annually in the format set forth in Appendix G, dated July 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

34. The CONSULTANT agrees that the costs reported to LOCAL AGENCY for THIS CONTRACT will represent only those items that are properly chargeable in accordance with THIS CONTRACT. The CONSULTANT also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of THIS CONTRACT that apply to the reporting of costs incurred under the terms of THIS CONTRACT.

The following exhibits, appendices, and attachments are included on page 14 of THIS CONTRACT, IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duty authorized agents and representative the day and year first above written.

ROWE Professional Services Company

By: Jack Wheatley Jack Wheatley
Feb 3 2021 4:49 PM
Jack Wheatley, PE, Vice President, Sr. Project Manager

City of Romulus

By: _____
Roberto Scappaticci, DPW Director

List of Exhibits/Appendixes/Attachments

Exhibit A – Scope of Services

Exhibit B – Professional Liability Insurance

Exhibit C – The Dispute Resolution Process

Exhibit D – Consultant Performance Evaluations

Appendix A – Prohibition of Discrimination in State Contracts

Appendix B – TITLE VI Assurance

Appendix C – Assurances that Recipients and Contractors Must Make

Appendix D – Local Consultant Conflict of Interest

Appendix E – Public Relations Communications, and Use of Project Information for External Audiences

Appendix G – Prime Consultant State of DBE Sub-Consultant Payments

Attachment A – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
– Primary Covered Transactions

Attachment B – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusions-Lower Tier Covered Transactions

Attachment C – Transportation Certification of Indirect Rate

EXHIBIT A

Scope of Services

- Coordinate and run the pre-construction meeting.
- Provide full-time construction observation services.
- Provide construction staking for the alignment, storm sewer and curb and gutter. Develop cut sheets or electronic grading files for the contractor.
- Prepare documentation and paperwork per MDOT guidelines utilizing the Field Manager / ProjectWise software. Our observer in the field will utilize a laptop to track quantities and prepare daily reports in Field Book which will then be uploaded into Field Manager.
- Prepare bi-weekly pay estimates and any contract modifications to be submitted to MDOT. All pay estimates and contract modifications must be reviewed and approved by the city.
- Coordinate between the contractor, the city and property owners within the project limits.
- Develop contractor outstanding documentation correspondence on a weekly basis.
- Approve all construction materials per the MDOT Material Source Guide.
- Perform soil erosion and sedimentation control inspection and reporting.
- Perform on-site and off-site material testing for aggregate, concrete and hot mix asphalt.
- Perform density testing of utility trench areas and for the aggregate base under pavement reconstruction areas.
- Perform payroll review to confirm the contractor is paying prevailing wages as required by the funding source.
- Facilitate and prepare meeting minutes for bi-weekly construction progress meetings.
- Complete a project walkthrough with the contractor and the city to identify the punch list items and coordinate with the contractor for their completion.
- Complete and finalize paperwork required by MDOT to close-out the project including Final Acceptance documents and the file audit process.
- Provide record drawing information to the city for storm sewer utilities.

SUMMARY OF TOTAL PROJECT COSTS BY JOB NUMBER

EXHIBIT A - 1

All Prime and Subconsultant Costs for ALL JOB NUMBERS (including phases). For amendment or revision, complete this form showing all job numbers for all services provided. Report Tier 2 Subconsultant costs with Tier 1 Subconsultants. For use with all Priced Proposals. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS 82000 - JN 205842								CONTRACT / AUTHORIZATION NUMBER:		
PRIME CONSULTANT NAME: ROWE Professional Services Company						DBE Goal:		PROJECT DESCRIPTION: Beverly Road Reconstruction Phase 2		

Consultant	Firm Role:	Contracted to:	Payment Method:	Job Number 205842	Job Number	Job Number	Job Number	DBE (Y/N)	Total	% of Contract
HOURS				1,698	-	-	-		1,698	
ROWE Professional Services Company	P	MDOT	ACFF	1,482	-	-	-		1,482	
PSI	T1	ROWE	ACFF	216	-	-	-		216	
LABOR				\$ 60,016.78	\$ -	\$ -	\$ -		\$ 60,016.78	
ROWE Professional Services Company	P	MDOT	ACFF	\$ 53,563.50	\$ -	\$ -	\$ -		\$ 53,563.50	
PSI	T1	ROWE	ACFF	\$ 6,453.28	\$ -	\$ -	\$ -		\$ 6,453.28	
OVERHEAD				\$ 102,944.38	\$ -	\$ -	\$ -		\$ 102,944.38	
ROWE Professional Services Company	P	MDOT	ACFF	\$ 93,934.31	\$ -	\$ -	\$ -		\$ 93,934.31	
PSI	T1	ROWE	ACFF	\$ 9,010.07	\$ -	\$ -	\$ -		\$ 9,010.07	
F.C.C.M.				\$ 321.70	\$ -	\$ -	\$ -		\$ 321.70	
ROWE Professional Services Company	P	MDOT	ACFF	\$ 294.60	\$ -	\$ -	\$ -		\$ 294.60	
PSI	T1	ROWE	ACFF	\$ 27.10	\$ -	\$ -	\$ -		\$ 27.10	
OTHER DIRECT EXPENSES				\$ 1,654.80	\$ -	\$ -	\$ -		\$ 1,654.80	
ROWE Professional Services Company	P	MDOT	ACFF	\$ 982.80	\$ -	\$ -	\$ -		\$ 982.80	
PSI	T1	ROWE	ACFF	\$ 672.00	\$ -	\$ -	\$ -		\$ 672.00	
FIXED FEE				\$ 17,925.73	\$ -	\$ -	\$ -		\$ 17,925.73	
ROWE Professional Services Company	P	MDOT	ACFF	\$ 16,224.76	\$ -	\$ -	\$ -		\$ 16,224.76	
PSI	T1	ROWE	ACFF	\$ 1,700.97	\$ -	\$ -	\$ -		\$ 1,700.97	
TOTAL COSTS SUMMARY										
Consultant Totals	Firm Role:	Contracted to:	Payment Method:	Job Number 205842	Job Number	Job Number	Job Number	DBE (Y/N)	Total	% of Contract
ROWE Professional Services Company	P	MDOT	ACFF	\$ 164,999.97	\$ -	\$ -	\$ -	N	\$ 164,999.97	90.2%
PSI	T1	ROWE	ACFF	\$ 17,863.42	\$ -	\$ -	\$ -	Y	\$ 17,863.42	9.8%
Firm Role Key: P = Prime Firm, T1 = Tier 1 Sub, T2 = Tier 2 Sub										
TOTAL COSTS				\$ 182,863.39	\$ -	\$ -	\$ -		\$ 182,863.39	100.0%

DERIVATION OF PRIME CONSULTANT COSTS

Exhibit B

Summary of all Prime Costs for ALL JOB NUMBERS (including phases) for all services provided. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS 82000 - JN 205842	CONTRACT / AUTHORIZATION #:	FIRM ROLE: Prime Firm
PRIME CONSULTANT NAME: ROWE Professional Services Company	PROJECT DESCRIPTION: Beverly Road Reconstruction Phase 2	

PRIME LABOR:

CLASSIFICATION	CODE	HOURS	X	RATE/HR	=	LABOR COST
Project Manager	PM	120	X	\$ 37.50	=	\$ 4,500.00
QA/QC Manager	QA/QC	40	X	\$ 87.60	=	\$ 3,504.00
Office Technician	OT	168	X	\$ 31.25	=	\$ 5,250.00
Senior Field Technician	SFT	640	X	\$ 31.00	=	\$ 19,840.00
Senior Field Technician - OTP	SFT	320	X	\$ 46.50	=	\$ 14,880.00
Material Testing Technician	MT	60	X	\$ 23.00	=	\$ 1,380.00
Project Surveyor	PS	20	X	\$ 39.00	=	\$ 780.00
Crew Chief	CC	60	X	\$ 33.25	=	\$ 1,995.00
Survey Field Technician II	SFT2	20	X	\$ 26.25	=	\$ 525.00
Survey Office Technician II	SOT2	34	X	\$ 26.75	=	\$ 909.50
Total Hours:		1482			Total Labor	\$ 53,563.50

PRIME OVERHEAD: (Total Labor x Overhead Rate)

Overhead Rate:	175.37%	Total Overhead	\$ 93,934.31
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PRIME FACILITIES CAPITAL COST OF MONEY (F.C.C.M.): (Total Labor x F.C.C.M. Rate)

F.C.C.M. Rate:	0.55%	Total F.C.C.M.	\$ 294.60
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PRIME OTHER DIRECT EXPENSES: (List each item once at Actual Cost - NO MARKUP.)

Items	Quantity	@	Unit Price	Unit	=	Item Price
Mileage	1,755.00	@	\$ 0.560	Mile	=	\$ 982.80
Total Other Direct Expenses						\$ 982.80

PRIME FIXED FEE FOR PROFIT: ((Total Labor + Total Overhead) x 11%)

Fixed Fee Rate:	11%	Total Fixed Fee	\$ 16,224.76
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TOTAL PRIME FIRM COSTS	\$ 164,999.97
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Firm Role: Prime Firm

Note: Payment Method = ACFF

DERIVATION OF SUBCONSULTANT COSTS

Exhibit C

Summary of all Sub Costs for ALL JOB NUMBERS (including phases) for all services provided. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS 82000 - JN 205842	CONTRACT / AUTHORIZATION #:	FIRM ROLE: Tier 1 Sub
SUBCONSULTANT NAME: PSI	PROJECT DESCRIPTION: Beverly Road Reconstruction Phase 2	

SUB LABOR:

CLASSIFICATION	CODE	HOURS	X	RATE/HR	=	LABOR COST
Laboratory Technician	6020	32	X	\$ 27.00	=	\$ 864.00
Engineering Technician	6020	32	X	\$ 25.00	=	\$ 800.00
Laboratory Technician 2	6020	40	X	\$ 18.00	=	\$ 720.00
Laboratory Technician 3	6020	64	X	\$ 25.72	=	\$ 1,646.08
Project Engineer	6020	24	X	\$ 40.87	=	\$ 980.88
Sr. Project Manager	6020	16	X	\$ 55.29	=	\$ 884.64
Project Administrator, QA	6020	8	X	\$ 69.71	=	\$ 557.68
Total Hours:		216		Total Labor		\$ 6,453.28

SUB OVERHEAD: (Total Labor x Overhead Rate)

Overhead Rate: **139.62%** Total Overhead **\$ 9,010.07**

SUB FACILITIES CAPITAL COST OF MONEY (F.C.C.M.): (Total Labor x F.C.C.M. Rate)

F.C.C.M. Rate: **0.42%** Total F.C.C.M. **\$ 27.10**

SUB OTHER DIRECT EXPENSES: (List each item once at Actual Cost - NO MARKUP.)

Items	Quantity	@	Unit Price	Unit	=	Item Price
Mileage	1,200.00	@	\$ 0.560	Mile	=	\$ 672.00
Total Other Direct Expenses						\$ 672.00

SUB FIXED FEE FOR PROFIT: ((Total Labor + Total Overhead) x 11%)

Fixed Fee Rate: **11%** Total Fixed Fee **\$ 1,700.97**TOTAL SUBCONSULTANT COSTS **\$ 17,863.42**

Firm Role: Tier 1 Sub to ROWE

Note: Payment Method = ACFF

EXHIBIT B

PROFESSIONAL LIABILITY INSURANCE

June 27, 1996

The CONSULTANT specifically agrees to maintain professional liability insurance for protection from claims arising out of the performance of SERVICES under THIS CONTRACT.

This insurance will be maintained in an amount not less than One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such insurance will be in effect for the life of THIS CONTRACT and for the period through the construction and DEPARTMENT acceptance of such construction, resulting from the SERVICES provided by THIS CONTRACT, whichever is later.

As evidence of said coverage, the CONSULTANT will submit to the DEPARTMENT certificates of insurance. All required insurance will be in effect and all documents required by this section will be submitted to the DEPARTMENT prior to the commencement of the SERVICES. All such approvals will include a provision for a cancellation notice of not less than thirty (30) days, directed to the DEPARTMENT. The CONSULTANT specifically agrees to immediately provide written notification of any change to its professional liability insurance coverage.

THE DISPUTE RESOLUTION PROCESS

November, 2015

BACKGROUND

During the design and construction phases of projects, there are quality assurance and quality assessment procedures required of CONSULTANTS and the LOCAL AGENCY that are intended to minimize the occurrence of errors and/or omissions. Even so, there are often valid changes required during construction in order to complete the project. These changes may or may not be the result of the Design or Construction Engineering Consultant's errors or omissions.

Some of the changes may be due to errors and/or omissions in the Design Plans or Construction Engineering Services resulting in cost increases to the project or degradation of quality of the road project. When changes to a project result in errors or omissions and cause additional costs or reduction in quality, an assessment must be made to determine the extent of the Design and/or Construction Engineering consultant's responsibility for the errors and/or omissions, including the CONSULTANT'S share of the additional costs.

LOCAL AGENCY personnel must keep in mind that Design Plans and Construction Engineering Services will normally contain minor deficiencies that do not materially (*an issue is considered material when the perceived cost of the error and/or omission is greater than the administrative cost of the dispute resolution process*) affect the cost or quality of the project. The steps to assign responsibility are intended to be used in those cases where LOCAL AGENCY personnel have reason to believe that, in their professional judgment, a Design and/or Construction Engineering CONSULTANT did not adhere to recognized professional standards of care in the performance of its duties, resulting in substantial additional costs to the LOCAL AGENCY.

It is also important to understand that the cost of correcting an error and/or omission should be compared to the estimated first-time cost that would have been incurred had the services or contract documents been correct to begin with. For example, the omission of a pay item that has to be added during construction will cause an increase in the construction cost, but the cost would have been higher had the pay item been included from the beginning. In this case, the cost of the omission depends on how much more it costs to include the item during construction than it would have cost had the item been included when the project was bid. This is known as premium cost. Premium costs are the additional cost of a contract that would not have been incurred if the work had been included in the original contract. More specifically, premium costs are dollar amounts paid for non value added work. Delays, inefficiencies, rework, or extra work as shown below, other than those caused by the CONTRACTOR or his or her SUBCONTRACTORS or suppliers, will be considered as non-value added work. Non-value added work can occur in three distinct situations.

- Work delays or inefficiencies. The premium costs are the total delay/inefficiencies damages paid to the CONTRACTOR.
- Rework. The premium costs are the dollar amounts paid for the original items of work that have to be removed plus the costs to remove these items.
- Extra work. The premium costs are the net difference between the final, agreed-upon price paid to the CONTRACTOR and the Engineer's Estimate i.e., what the cost would have been had the extra work been included in the original bid at letting.

Premium costs associated with Errors and Omissions shall be Federal-aid Non-Participating.

Another example is improper or missing testing documentation. In this case, the cost of the omission depends on whether or not the Federal Aid or State participation will remain as the quality of the construction may not be able to be determined and was affected by the missing or improper acceptance documentation to support payment.

THE PROCESS – OVERVIEW

PROJECTS will be built as designed and let. Furthermore, field staff will not revise the design for purposes of enhancement or personal choice. In the event the PROJECT cannot be practically built or let as designed, due to omissions or errors, then the steps of this procedure will govern.

There are three (3) possible categories of potential errors, omissions, or questions of a material nature.

Category 1 – Design Issues The first category is when potential errors, omissions, or questions of a material nature are related to the Design Plans only. These events will be referred to as “Design Issues” until such time as the cause, effect, and responsibility have been determined. *[Any issue is material when the cost of the error and/or omission is perceived to be greater than the administrative cost of the dispute resolution process.]*

Category 2 – Design/Construction Engineering Issues The second category is when it cannot be determined whether the potential errors, omissions, or questions of a material nature are encountered in the Construction Engineering Services or in the Design Plans. These events will be referred to as “Construction Engineering/Design Issues” until such time as the cause, effect, and responsibility have been determined.

Category 3 – Construction Engineering Issues The third category is when the potential errors, omissions, or questions of a material nature are encountered in Construction Engineering Services and not related to the Design Plans. These events will be referred to as “Construction Engineering Issues” until such time as the cause, effect, and responsibility have been determined.

In the event that the **MDOT TSC Construction Engineer** decides that the Design and/or Construction Engineering Issue is not material, the Local Agency Project Supervisor will proceed unilaterally. A copy of the Design Issue decision, changes, and/or other relevant documents must be sent immediately to the **LOCAL AGENCY**, and the Construction Engineering CONSULTANT, if applicable. Typically, this will be a e-mail of the work order. The **LOCAL AGENCY** will forward these decisions, changes, and/or other documents to the Design Consultant. This step is important for two reasons. First, the Design CONSULTANT, and/or the **LOCAL AGENCY** will have an opportunity to review the change and take action if they disagree. Second, this will give an opportunity for everyone to learn of the deficiencies in order to improve the product in the future.

In the event that the **MDOT TSC Construction Engineer** is uncertain regarding the designer’s intent, he/she must contact the **LOCAL AGENCY** to determine the intent. The **LOCAL AGENCY** will contact the CONSULTANT staff when appropriate.

The process will initially focus on solving the problem with the objective of minimizing the impact on construction. After that, the process will focus on responsibility according to the multi-step procedure that follows. The step of determining responsibility must be taken any time the Design and/or Construction Engineering CONSULTANT is brought into the process and incurs costs. These steps must also be taken any time errors and/or omissions in consultant prepared Design Plans or Construction Engineering Services result in increased cost during construction or decrease in the quality of the project.

The determination of the degree of responsibility for substandard work must include a review of the CONSULTANT'S scope of work, the standards in effect when the work was done, design information provided to the CONSULTANT, and directions provided by the LOCAL AGENCY. In making this determination, the LOCAL AGENCY must discuss the error and/or omission with the CONSULTANT and any involved LOCAL AGENCY personnel to obtain all information and points of view. The LOCAL AGENCY is to make a record of conversations and other documentation that support whatever determination is made and then place copies of those records in the project files. Separate budgets will be created for payment to Design and Construction Engineering CONSULTANTS for their correction of Design or Construction Engineering Issues that are judged not to be their responsibility and for changes by the LOCAL AGENCY for their activities during this process.

PROCESS – DISPUTE RESOLUTION

For levels one and two of these proceedings, the first focus should be on resolving the Design or Construction Engineering Issue in order to minimize the impact on construction. The LOCAL AGENCY and the consultant will attempt to jointly determine the solution. In the event that such agreement cannot be reached, the LOCAL AGENCY alone will decide on the appropriate solution. In the event that the Design and/or Construction Engineering CONSULTANT does not agree with any of these decisions, it may appeal its financial responsibility to the next level. After the Design or Construction Engineering Issue is resolved, the focus shifts to responsibility and financial implications. All decisions must be completely agreed upon by the representatives of the LOCAL AGENCY.

Level 1 – Omissions and Errors Identification and Correction

Step A – Notify the Design or Construction Engineering CONSULTANT of the first notice of the issue in either design or construction.

Step B – The LOCAL AGENCY and CONSULTANT personnel will collaborate on the safest, cost efficient solution to construct the project within the character of the scope of work. If consensus cannot be reached the LOCAL AGENCY is then charged with determining the appropriate resolution to the issue to get the project back under design or construction. This issue resolution should be discussed with the MDOT TSC Construction Engineer with regards to appropriateness and potential project financial participation implications prior to any final decisions being made.

Step C – Issue Work Order/Contract Modification that resolves issue so that design or construction work may continue. Processes for contract modifications will follow those

set forth in the MDOT Construction Manual or other guidance documents pertaining to revisions to the contract.

Level 2 – Cost Responsibility Determination

Step A – Mutually determine, between the LOCAL AGENCY and the CONSULTANT, if the issue was caused by a plan error or omission.

If it is determined that a plan error created the issue, the financial responsibility for the correction and associated design and construction costs will be borne 100% by the CONSULTANT.

If it is determined that an omission created the issue, only the premium cost above what the LOCAL AGENCY would have expected to pay, if the work was included in the original bid construction documents, will be borne by the CONSULTANT.

Step B – If the CONSULTANT disagrees with the determination in Step 2 A, then the disputed items are sent to the mutually agreed upon review PANEL for a recommendation of cost responsibility. The LOCAL AGENCY will facilitate the development of the members of the review PANEL.

The LOCAL AGENCY and the CONSULTANT will each select a member of their choosing, the two selected members will then mutually agree to select one more member. The review PANEL will be made up of three members. The LOCAL AGENCY will then notify, a PANEL of impartial and non-interested individuals to mediate a resolution to the issue. The cost for the PANEL members should be shared between the LOCAL AGENCY and the CONSULTANT. Example participants could be members ACEC, CRA, MML, etc. The PANEL will guide the LOCAL AGENCY and the CONSULTANT toward an agreement. The staff from MDOT may also be present as observers. At such time as the PANEL determines that the LOCAL AGENCY and the CONSULTANT are not making reasonable progress toward resolving one or more issues, the PANEL will render a non-binding written decision of those issues. In the event the non-binding written decision is not acceptable to either party, then other legal remedies may be sought.

Level 3 – Cost Recovery or Payment

Upon the conclusion of the level 2 process, the LOCAL AGENCY will do one of the following in accordance with the results of this process:

Cost Recovery The LOCAL AGENCY will prepare a billing to the Design or Construction Engineering Consultant for its share of the costs incurred for work performed during this process plus its share of any increased costs of construction, in accordance with the Design Consultant's determined share of responsibility; or

Payment The LOCAL AGENCY will prepare a payment to the Design or Construction Engineering Consultant for a share of its costs incurred for work performed during this process in accordance with its determined share of responsibility.

Upon the conclusion of this process, the LOCAL AGENCY will do one of the following in accordance with the results of this process:

- a. The LOCAL AGENCY will prepare a billing to the Design or Construction Engineering Consultant for its share of the costs incurred for work performed during this process plus its share of any increased costs of construction, in accordance with the Design Consultant's determined share of responsibility; or
- b. The LOCAL AGENCY will prepare a payment to the Design or Construction Engineering Consultant for a share of its costs incurred for work performed during this process in accordance with its determined share of responsibility.

EXHIBIT D

CONSULTANT PERFORMANCE EVALUATIONS

May 20, 2015

The purpose of the Consultant Performance Evaluation process is to: provide CONSULTANTS documented feedback of their performance on local federal-aid projects; promote project management/consultant communication; identify and document areas of potential improvements of CONSULTANT performance, improve the overall quality of local projects, and to obtain ratings for use in future project selections.

The performance evaluation process is required for all types of CONSULTANT services utilizing federal-aid. An evaluation must be prepared for the prime vendor, as well as separate evaluations for each sub-vendor. Evaluations of both prime and SUB-CONSULTANTS are critical because their evaluation scores affect future selection scoring and ranking. The performance evaluation should include, but not be limited to, an assessment of timely completion of work, adherence to contract scope and budget, and the quality of the work conducted.

The LOCAL AGENCY specifically agrees to complete and maintain CONSULTANT performance evaluations at the end of THIS CONTRACT and submit them to MDOT before the final reimbursement will be processed in LARS.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under THIS CONTRACT; the CONTRACTOR agrees as follows:

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

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

Revised June 2011

APPENDIX B

TITLE VI ASSURANCE

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

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

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

Revised June 2011

APPENDIX C

Assurances that Recipients and CONTRACTORs Must Make

(Excerpts from US DOT Regulation 49 CFR § 26.13)

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

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

2. Each contract MDOT signs with a CONTRACTOR (and each subcontract the prime CONTRACTOR signs with a SUBCONTRACTOR) must include the following assurance:

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

(Revised October 1, 2005)

APPENDIX D

LOCAL CONSULTANT CONFLICT OF INTEREST

The CONSULTANT and its Affiliates agree not to have any public or private interest, and shall not acquire directly or indirectly any such interest in connection with the project, that would conflict or appear to conflict in any manner with the performance of SERVICES under THIS CONTRACT. "Affiliate" means a corporate entity linked to the CONSULTANT through common ownership. The CONSULTANT and its Affiliates agree not to provide any services to a construction CONTRACTOR or any entity that may have an adversarial interest in a project for which it has provided services to the MDOT OR LOCAL AGENCY. The CONSULTANT and its Affiliates agree to disclose to the LOCAL AGENCY and the MDOT all other interests that the prime or SUBCONSULTANT have or contemplate having during each phase of the project. The phases of the PROJECT include, but are not limited to, planning, scoping, early preliminary engineering, design engineering, real estate acquisition, and construction engineering. In all situations, the MDOT will decide if a conflict of interest exists. If the MDOT concludes that a conflict of interest exists, it will inform the LOCAL AGENCY and CONSULTANT and its Affiliates. If the CONSULTANT and its Affiliates choose to retain the interest constituting the conflict, the MDOT may require the LOCAL AGENCY to terminate the Contract for cause if a conflict of interest finding is upheld.

Appendix E

Public Relations Communications, and Use of Project Information for External Audiences

Any public relations communications and/or products pertaining to this CONTRACT or the SERVICES hereunder that are intended for an external audience will not be made without prior written approval from LOCAL AGENCY, and then only in accordance with explicit instructions from LOCAL AGENCY. Examples of public relations communications and/or products may include the following:

Use of the LOCAL AGENCY logo;

Brochures, flyers, invitations, programs, or any other printed materials intended for external audiences;

Posting on social media sites or web sites;

New or updated video, digital versatile disk (DVD), or video sharing productions;

Exhibits or presentations.

A violation of this provision will be considered a breach of this CONTRACT, and LOCAL AGENCY may terminate this CONTRACT under provisions of Section 30(b).

Appendix G

Prime Consultant State of DBE Sub-Consultant Payments

ATTACHEMENT A

(This is a reproduction of Appendix A of 49 CFR Part 29)
**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters -- Primary Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the DEPARTMENT or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the DEPARTMENT or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DEPARTMENT or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DEPARTMENT or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the DEPARTMENT or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal DEPARTMENT or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[60 FR 33042, 33064, June 26, 1995]

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION—LOWER
TIER COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification

is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-
- Lower
Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal DEPARTMENT or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.] March 9, 1989

CERTIFICATION OF OVERHEAD COST RATE

- This Certification is required per U.S. Department of Transportation, Federal Highway Administration (FHWA) Order 4470.1A, and dated October 27, 2010. FHWA has issued this new policy to be **effective January 1, 2011**, requiring consultants provide certification that costs used to establish overhead cost rates for Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable; and that the overhead cost rate was established only with allowable costs.

- This certification is to provide assurance that the overhead costs rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.

- This form shall be completed and submitted by the prime consultant and each subconsultant (first and second tier subconsultant(s)) that have a derivation of cost sheet as part of this priced proposal where an overhead rate was proposed. Please note that the Certifying Official is defined as the firm's Executive (President, Vice President or equivalent) of Chief Financial Officer.

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBER(S):

CS 82000 - JN 205842

CONTRACT / AUTHORIZATION NUMBER:

PROJECT DESCRIPTION:

Beverly Road Reconstruction Phase 2

DECLARATION OF CERTIFICATION

OVERHEAD COST RATE:

175.37%

DATE MDOT ACCEPTED OVERHEAD COST RATE:

7/30/2020

FISCAL YEAR COVERED FOR RATE CALCULATION:

8/1/2020

to

7/31/2021

I, the undersigned, certify that I have reviewed the overhead rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included to establish the above overhead cost rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This overhead cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

Has the firm been approved to use the SAFE HARBOR INDIRECT COST RATE of 110% with the understanding that the Safe Harbor Rate will be used for the life of the agreement?

N

All known material transactions or events that have occurred affecting the firm's ownership, organization and overhead cost rates have been disclosed. All supplied wage rates contained within this submittal are true, accurate, and compliant with the guidelines established by 48 CFR 31.201-3.

CONSULTANT INFORMATION

LEGAL BUSINESS NAME:

ROWE Professional Services Company

FEDERAL ID NUMBER: (Must match prequalification file)

38-1867099

ROLE: (Prime/Tier 1/Tier 2)

Prime Firm

COMPANY ADDRESS:

27280 Haggerty Road, Suite C-2

CITY:

Farmington Hills

STATE:

MI

ZIP CODE:

48331

EMAIL (AUTHORIZED CONTRACT SIGNER):

jwheatley@rowepsc.com

PHONE NO.:

248-675-1096

EMAIL (FOR SIGNED CONTRACT DISTRIBUTION):

bsarkella@rowepsc.com

By signature on this form, the consultant agrees that information provided in the consultant priced proposal does not contradict the scope of services or violate the contract terms and conditions.

CERTIFYING OFFICIAL: (Printed Name - Title)

**Jack Wheatley, PE
Vice President**

DIGITAL SIGNATURE OF CERTIFYING OFFICIAL AND DATE:

Jack Wheatley

Jack Wheatley
Feb 3 2021 4:50 PM

CERTIFICATION OF OVERHEAD COST RATE

- This Certification is required per U.S. Department of Transportation, Federal Highway Administration (FHWA) Order 4470.1A, and dated October 27, 2010. FHWA has issued this new policy to be **effective January 1, 2011**, requiring consultants provide certification that costs used to establish overhead cost rates for Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable; and that the overhead cost rate was established only with allowable costs.

- This certification is to provide assurance that the overhead costs rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.

- This form shall be completed and submitted by the prime consultant and each subconsultant (first and second tier subconsultant(s)) that have a derivation of cost sheet as part of this priced proposal where an overhead rate was proposed. Please note that the Certifying Official is defined as the firm's Executive (President, Vice President or equivalent) or Chief Financial Officer.

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBER(S):

CS 82000 - JN 205842

CONTRACT / AUTHORIZATION NUMBER:

PROJECT DESCRIPTION:

Beverly Road Reconstruction Phase 2

DECLARATION OF CERTIFICATION

OVERHEAD COST RATE:

139.62%

DATE MDOT ACCEPTED OVERHEAD COST RATE:

6/23/2020

FISCAL YEAR COVERED FOR RATE CALCULATION:

1/1/2019

to

12/31/2019

I, the undersigned, certify that I have reviewed the overhead rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included to establish the above overhead cost rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This overhead cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

Has the firm been approved to use the SAFE HARBOR INDIRECT COST RATE of 110% with the understanding that the Safe Harbor Rate will be used for the life of the agreement?

N

All known material transactions or events that have occurred affecting the firm's ownership, organization and overhead cost rates have been disclosed. All supplied wage rates contained within this submittal are true, accurate, and compliant with the guidelines established by 48 CFR 31.201-3.

CONSULTANT INFORMATION

LEGAL BUSINESS NAME:

PSI

FEDERAL ID NUMBER: (Must match prequalification file)

37-0962090

ROLE: (Prime/Tier 1/Tier 2)

Tier 1 Sub

COMPANY ADDRESS:

37483 Interchange Dr

CITY:

Farmington Hills

STATE:

MI

ZIP CODE:

48335

EMAIL (AUTHORIZED CONTRACT SIGNER):

mahmoud.el-gamal@intertek.com

PHONE NO.:

248-957-9911

EMAIL (FOR SIGNED CONTRACT DISTRIBUTION):

>

By signature on this form, the consultant agrees that information provided in the consultant priced proposal does not contradict the scope of services or violate the contract terms and conditions.

CERTIFYING OFFICIAL: (Printed Name - Title)

Mahmoud E. El-Gamal
Regional Vice President

DIGITAL SIGNATURE OF CERTIFYING OFFICIAL AND DATE:

Mahmoud El-Gamal

Mahmoud El-Gamal
Feb 2 2021 9:02 AM

DocuSign

From: Hitchcock, Stephen
Sent: Monday, May 10, 2021 5:07 PM
To: Scappaticci, Roberto
Subject: RE: Emailing - Romulus - Beverly Road Phase 2 - Tri Party Agreement.pdf

Roberto,
I have reviewed the Beverly Road Phase 2 Tri Party Agreement and I do not have any proposed changes.
I recommend it for Council approval.

Steve Hitchcock
Giarmarco, Mullins & Horton, P.C.
Tenth Floor Columbia Center
101 West Big Beaver Road
Troy, Michigan 48084-5280
Phone: (248) 457-7024
Fax: (248) 404-6324
Email: sjh@gmhlaw.com
www.gmhlaw.com

* Confidential: This electronic message and all contents contain information from the law firm of Giarmarco, Mullins & Horton, P.C. which may be privileged, confidential or otherwise protected from disclosure. Any recipient other than the intended recipient is hereby notified that any disclosure, copy, distribution or use of the contents of this message or any attachments is strictly prohibited. If you have received this electronic message in error, please notify us immediately by reply e-mail or by phone and destroy the original message, attachments and all copies.*

From: Scappaticci, Roberto
Sent: Monday, May 10, 2021 10:13 AM
To: Steve Hitchcock
Subject: Emailing - Romulus - Beverly Road Phase 2 - Tri Party Agreement.pdf

Steve,

Please review the attached contract. It is the typical SOM format from the past. If you see anything outstanding please let me know. Otherwise please offer you approval of signature. The costs are fine.

Roberto J. Scappaticci, B.S., S-1
City of Romulus
Director of Department of Public Works
12600 Wayne Road

Romulus, MI 48174
(734) 955-8752 - Office
rscappaticci@romulusgov.com



FUNDS VERIFICATION FORM

DEPARTMENT: DPW

FUND NAME: Capital Outlay/Major Roads

ACCOUNT NUMBER/S: 202-463-980.000 Bev Ph2

PURPOSE FOR REQUEST:

Secure funds for Beverly Road Phase II Tri-Party Contract

AMOUNT OF EXPENDITURE: \$182,863.39

SIGNATURE OF DEPARTMENT HEAD:

FUNDS CURRENTLY AVAILABLE: \$246,200.00

FINANCE DEPARTMENT APPROVAL: *Victoria Trush*

DATE: 05/20/2021



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **May 24, 2021**

Item No. C.

General Description: Request for No Fee Permit and Road Closure

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: Request of No Fee Permit and Road Closures
DATE: May 19, 2021

I concur with the request of Merrie Druyor, DDA Director, and respectfully request that City Council authorize no fee permits for activities during the 2021 Summer Events taking place on the first, second, and fourth Friday in June, July, and August.

I, also, concur with Merrie Druyor and respectfully request that City Council authorize the closure of Hunt Street between Goddard Road and Bibbins Street beginning at 3:00 p.m. and ending at 10:00 p.m. on the first, second and fourth Fridays in June, July and August.

Two motions are required:

Motion by _____ supported by _____ to concur with the administration and authorize no fee permits for activities during the 2021 Summer Events taking place on the first, second, and fourth Friday in June, July, and August.

Motion by _____ supported by _____ to concur with the administration and authorize the following road closures: Hunt Street between Goddard Road and Bibbins Street beginning at 3:00 p.m. and ending at 10:00 p.m. on the first, second and fourth Fridays in June, July and August.

Memo

To: Mayor LeRoy D. Burcroff and Honorable City Council

From: Merrie Druyor, Downtown Development Authority Director/

Subject: Downtown Development Authority Sponsored 2021 summer events

Date: May 10, 2021

The summer 2021 Downtown Development Authority sponsored events will be held on the first, second and fourth Fridays in June, July and August in the Romulus Historical Park. I am respectfully requesting that Council authorize a no-fee permit for activities during these events, as well as the following road closures:

The closure of Hunt Street between Goddard Road and Bibbins Street beginning at 3:00 p.m. and ending at 10:00 p.m. on the first, second and fourth Fridays in June, July and August. Coordination and placement of the barricades would allow for traffic in and out of the Romulus Post Office

Romulus Fire Department, Police Department and Department of Public Works have signed off on the request. CDC guidelines will be followed.

I will be available at the council meeting for questions.

C: City Council
DDA
Julie Wojtylko
Romulus PD
Romulus Fire
DPW

.



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **May 24, 2021**

Item No. D.

General Description: FYI - No action required

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

Memo

To: Mayor Burcroff
Honorable Elected Officials
Cc: Julie Wojtylko, Chief of Staff
From: Fire Chief Kevin Krause
Date: 04/23/2021
Re: START Training

Specialized Training in Advanced Rescue Techniques or START is a heavy vehicle and machinery rescue technician training with a two day immersive seminar and extrication workshop. Hosting START training is a great opportunity for the City of Romulus Fire Department as it is only offered twice a year by only one agency in the State of Michigan. Additionally, most of the cost to provide START training is reimbursable through the Michigan Fire Fighter Training Council Fire Works Reimbursement Fund.

The cost of the training will be approximately \$14,000.00. This training qualifies as an exception to competition in the Purchasing Ordinance, specifically Section 39-11(d)(1) f. (Exceptions to Competition-f. Employee training and memberships and dues.) Also, because the majority of the cost will be reimbursed prior to the end of the fiscal year (June 30, 2021), and the cost to the city will fall below \$12,000.00, an action of council will not be necessary.

The seminar and extrication workshop will have occurred May 15 and 16, 2021. The City of Romulus Fire Department offers this Memo as an informational tool as the details of the training reimbursement have been reviewed by the City of Romulus attorney as well as the Purchasing Director.

If you have any questions, please contact me directly.

Thank you.



City of Romulus

Clerk's Report – Ellen L. Craig-Bragg, Clerk

Council Meeting Held: **May 24, 2021**

Item No. A.

General Description: Study Session Request by Roberto Scappaticci, DPW Director, for June 7, 2021 @ 6:00pm to discuss changes in engineering standards

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, City Clerk

Date: May 24, 2021

Re: Study Session Request to discuss the review of Engineering Standards

Roberto Scappaticci, Director of DPW, is requesting a 1 hr. study session for June 7, 2021 at 6:00pm to discuss the review changes in Engineering Standards.

The date and time are available for the study session request.

Interoffice Memorandum

TO: Ellen Craig-Bragg, City Clerk

FROM: Roberto J. Scappaticci, DPW Director *RJS*

CC: D’Sjonaun Hockenhull, Deputy City Clerk
Kathy Hood, Assistant DPW Director

DATE: May 10, 2021

SUBJECT: Request to Schedule Study Session – Review of Changes in Engineering Standards

I would like to request a Study Session to be held on, Monday, June 7th, 2021, at 6:00 pm with an allotted time frame of one (1) hour. The purpose of this Study Session will be to review changes in engineering standards.

If you have any questions, please feel free to contact me.

RJS/bmm

s:\dpw_admin\admin documents\2021 memos\study session changes in engineering standards.docx



City of Romulus

Clerk's Report – Ellen L. Craig-Bragg, Clerk

Council Meeting Held: **May 24, 2021**

Item No. B.

General Description: Study Session request by Treasurer Paige for June 7, 2021 @ 7:00pm to discuss the Quarterly Investment Report

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, City Clerk

Date: May 24, 2021

Re: Study Session Request to discuss Quarterly Investment Report

Treasurer Paige is requesting a 30 min study session for June 7, 2021 at 7:00pm to discuss the Quarterly Investment Report.

The date and time are available for the study session request.

INTEROFFICE MEMORANDUM

TO: ELLEN CRAIG-BRAGG, CITY CLERK
FROM: STACY PAIGE, CITY TREASURER
SUBJECT: REQUEST FOR STUDY SESSION
DATE: MAY 7, 2021

I am respectfully requesting a Study Session with Romulus City Council for the purpose of discussing our quarterly investment report.

Mr. Greg Prost from Robinson Capital Mgmt. will be presenting the quarterly report to City Council. Questions are encouraged, as Mr. Prost is very knowledgeable and can help us understand the volatile market and expectations for this fiscal year. We need 30 minutes and I have confirmed availability on Monday, June 7, 2021 from 7:00 pm to 7:30 p.m.

Thank you for your consideration.



City of Romulus

Clerk's Report – Ellen L. Craig-Bragg, Clerk

Council Meeting Held: **May 24, 2021**

Item No. C.

General Description: Study Session Request by Joshua Monte, Police Captain, for June 14, 2021, at 6:00 p.m. to discuss the leasing of marked patrol vehicles and purchase of Motorola radios for police and dispatch

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, City Clerk

Date: May 24, 2021

Re: Study Session Request to discuss the purchasing & leasing of patrol vehicle and equipment

Joshua Monte, Police Captain, is requesting a forty-five (45) minute study session for June 14, 2021 at 6:00pm to discuss the leasing of marked patrol vehicles and the purchase of Motorola radios for police and dispatch.

The date and time are available for the study session request.



Romulus Police Department

Memo

To: D'sjonaun Hockenhull, Deputy City Clerk
From: Joshua Monte, Police Captain
Date: May 19, 2021
Re: Requested Study Session

I am respectfully requesting that a study session be scheduled with City Council before the June 14th, 2021 meeting. There will be two topics of the study session; first will be the leasing of marked patrol vehicles and second will be the purchase of Motorola radios for police and dispatch.

I am anticipating that the session will last approximately 30-45 minutes.

Thank you.

CC: Ellen Craig-Bragg, City Clerk



City of Romulus

Clerk's Report – Ellen L. Craig-Bragg, Clerk

Council Meeting Held: **May 24, 2021**

Item No. D.

General Description: Approval of the 2021 Honorary Street Sign Dedications

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, City Clerk

Date: May 24, 2021

Re: Approval of 2021 Honorary Street Sign Dedication Applications

At the March 22, 2021 regular meeting, Council approved the Honorary Street Sign Dedication Policy (Resolution No. 21-087).

The first five (5) applications have been successfully vetted through various city departments.

For your review and approval are the 2021 Honorary Street Sign Dedications for the following honorees:

1. **MaryAnn Ryznar** with location of proposed sign on Wahrman Rd. between Grant St. & Northline Rd.
2. **Sheldon Chandler** with location of proposed sign on Ozga Rd. between Tyler Rd & Wick Rd.
3. **Ella Coleman** with location of proposed sign on Vinewood St. between Vinewood St. & Wayne Rd.
4. **Nathaniel E. Butler** with location of proposed sign on Gabriel St. between Goddard Road & Bibbins St.
5. **Duwayne Martin** with location of proposed sign on Goddard Rd between Wahrman Rd & Goddard Rd, Delano St. & Goddard Rd.



RECEIVED
2021 APR - 5 A 8:19
CITY OF ROMULUS
CLERK'S OFFICE

Honorary Street Naming Dedication Application

1. APPLICANT INFORMATION

***Please print clearly**

Applicants Name: KATHY ABDO

Street Address: 36899 MARIO ANN CT

Relationship to nominee: NONE

Telephone: 734-558-8618 E-mail: KSABDO@comcast.net

2. HONORARY NAME REQUEST

NAME OF HONOREE (PLEASE PRINT):

MARYANN RYZNAR
(As it would appear on the Street Name Sign)

LOCATION OF PROPOSED SIGN (MUST BE A CITY LOCAL STREET WHERE THE HONOREE LIVED):

WAHRMAN ROAD

INTERSECTING STREETS AT EACH END OF THE ONE BLOCK AREA:

GRANT AND NORTHLINE

YEARS NOMINEE HAS RESIDED IN ROMULUS (MUST BE A MINIMUM OF 35 YEARS total) 92 years LIFE LONG RESIDENT

Please list the City addresses the nominee has resided:

12394 WAHRMAN ROAD (for 71 years)
10386 STERLING ST
DELANO ST



Honorary Street Naming Dedication Application

Please check all that apply to the honoree and include a brief explanation for each of the applicable criteria. (Use additional pages if necessary)

☒ (Check Here) Significant Contribution to the City:

MARYANN VOLUNTEERED MAKING + PACKING MEALS FOR MEALS ON WHEELS. SHE THEN VOLUNTEERED AND DELIVERED THESE MEALS TO SENIORS IN OUR COMMUNITY. ACCORDING TO ROSE AT THE SENIOR CENTER, MARYANN DID THIS FOR 20 YEARS (UNTIL SHE WAS PHYSICALLY UNABLE DUE TO HER ADVANCED AGE)

☒ (Check Here) Historical Impact or Service to the City (ties to the City):

MARYANN ALSO VOLUNTEERED AT THE SENIOR CITIZEN "FUN DAYS". THESE WERE HELD ON WEDNESDAYS. SHE WOULD PURCHASE DESSERTS AND TREATS AND SERVE THEM TO THE SENIORS WHO WERE PARTICIPATING IN THE ACTIVITIES.

- SHE ALSO REGULARLY VOLUNTEERED AT THE BINGOS FOR THE ANIMAL SHELTER

☒ (Check Here) Humanitarian Efforts or other:

SHE WAS A LUNCHMOM AT ST ALOYSIUS AS WELL AS A GIRL SCOUT LEADER AND SOFTBALL COACH. SHE WAS A MEMBER OF THE ALTAR SOCIETY, + ORGANIZED FUNERAL LUNCHESES. SHE WORKED IN THE KITCHEN FOR THE ST ALOYSIUS FESTIVALS. SHE DID ALL THE SHOPPING FOR THE FUNERAL LUNCHESES. ONE OF HER PROUDEST ACCOMPLISHMENTS WAS TEACHING 5 OF THE NUNS TO DRIVE. EVERYTHING SHE DID WAS ON A VOLUNTEER BASIS. SHE LOVED GIVING BACK TO HER COMMUNITY

3. SUBMIT APPLICATION AND FEE:

My application consists of the following items necessary for a complete application. Please check:

☒ Completed Application Form, plus a \$25 fee (make checks payable to "City of Romulus" and submit to the City Clerk's Office), City of Romulus, 11111 Wayne Road, Romulus, MI 48174

Signature of Applicant: Kathy Abdo Date: 4/4/2021



Honorary Street Naming Dedication Application

OFFICE USE ONLY:

Application approved by Clerk's Office: 4/5/21 - Reg. voter since 1950 DA

Location approved by DPW: 5/4/2021

Application approved by Chief of Police: 5/4/2021

Application approved by Mayor: 5/10/2021

Date approve by City Council: _____

Resolution Number: _____

Date sign to be installed by: _____

Date sign to be removed by: _____

Sign Installation fee of \$25.00 paid to Treasurer's Office.

Receipt #: _____

Date: _____

MAILED
APR 13 2021
CITY OF ROMULUS



Honorary Street Naming Dedication Application

1. APPLICANT INFORMATION

*Please print clearly

Applicants Name: KATHY Abdo
Street Address: 36899 MARIO ANN CT ROMULUS
Relationship to nominee: NONE
Telephone: 734-558-8618 E-mail: KSABDO@COMCAST.NET

RECEIVED
2021 APR -5 A 8:19
CITY OF ROMULUS
CLERK'S OFFICE

2. HONORARY NAME REQUEST

NAME OF HONOREE (PLEASE PRINT):

SHELDON CHANDLER
(As it would appear on the Street Name Sign)

LOCATION OF PROPOSED SIGN (MUST BE A CITY LOCAL STREET WHERE THE HONOREE LIVED):

OZGA Rd

INTERSECTING STREETS AT EACH END OF THE ONE BLOCK AREA:

TYLER AND WICK

YEARS NOMINEE HAS RESIDED IN ROMULUS (MUST BE A MINIMUM OF 35 YEARS total) 90 yrs LIFE LONG RESIDENT

Please list the City addresses the nominee has resided:

9261 Ozga (64 years)
10275 OZGA
38047 (GLD) NORTHLINE



Honorary Street Naming Dedication Application

Please check all that apply to the honoree and include a brief explanation for each of the applicable criteria. (Use additional pages if necessary)

☒ (Check Here) Significant Contribution to the City:
HE IS CURRENTLY THE CHAIR OF THE BZ.A. HE SERVES ON THE CONSTRUCTION BOARD OF APPEALS. HE IS ALSO ON THE PUMPKIN FESTIVAL COMMITTEE AS WELL AS THE CEMETARY COMMISSION. HE ALSO PREVIOUSLY SERVED ON THE PLANNING COMMISSION

☒ (Check Here) Historical Impact or Service to the City (ties to the City):
SHELDON IS AN ACTIVE MEMBER OF THE ROMULUS HISTORICAL SOCIETY. HE PERSONALLY RESTORED THE WINDMILL IN HISTORICAL PARK. HE ALSO HELPED WITH THE RESTORATION OF THE PETER C. BIRD HOUSE

☒ (Check Here) Humanitarian Efforts or other:
FROM 1950-1954 HE SERVED IN U.S. NAVY. SHELDON REGULARLY GOES THRU THE CEMETARY, PICKS UP ANY TRASH OR FALLEN BRANCHES. HE TAKES IT UPON HIMSELF TO HELP WITH THE MAINTENANCE AND UP KEEP. AT LEAST ONCE A WEEK YOU CAN FIND HIM THERE, RAKING LEAVES, PICKING UP TRASH OR ANYTHING ELSE THAT NEED TO BE DONE.

3. SUBMIT APPLICATION AND FEE:

My application consists of the following items necessary for a complete application. Please check:

- ☐ Completed Application Form, plus a \$25 fee (make checks payable to "City of Romulus" and submit to the City Clerk's Office), City of Romulus, 11111 Wayne Road, Romulus, MI 48174

Signature of Applicant: Kathy Aludo Date: 4/4/2021



Honorary Street Naming Dedication Application

OFFICE USE ONLY:

Application approved by Clerk's Office: 4/5/21 - Reg. Voter since 1957 - ~~DA~~

Location approved by DPW: 5/5/2021

Application approved by Chief of Police: 5/4/2021

Application approved by Mayor: 5/10/2021

Date approve by City Council: _____

Resolution Number: _____

Date sign to be installed by: _____

Date sign to be removed by: _____

Sign Installation fee of \$25.00 paid to Treasurer's Office.

Receipt #: _____

Date: _____

MAILED 12 12

12 12 2020



RECEIVED

2021 APR 20 A 10:40

CITY OF ROMULUS
CLERK'S OFFICE

Honorary Street Naming Dedication Application

1. APPLICANT INFORMATION

***Please print clearly**

Applicants Name: Dwight Coleman

Street Address: 35335 Vinewood St.

Relationship to nominee: Son

Telephone: 734 888-9166 (c) E-mail: Gemini.lady59@gmail.com
734 728-2516 (h)

2. HONORARY NAME REQUEST

NAME OF HONOREE (PLEASE PRINT):

Ella Coleman
(As it would appear on the Street Name Sign)

LOCATION OF PROPOSED SIGN (MUST BE A CITY LOCAL STREET WHERE THE HONOREE LIVED):

Vinewood St.

INTERSECTING STREETS AT EACH END OF THE ONE BLOCK AREA:

Vinewood St. / Wayne Rd

YEARS NOMINEE HAS RESIDED IN ROMULUS (MUST BE A MINIMUM OF 35 YEARS total) 68 yrs.

Please list the City addresses the nominee has resided:

35335 Vinewood



Honorary Street Naming Dedication Application

Please check all that apply to the honoree and include a brief explanation for each of the applicable criteria. (Use additional pages if necessary)

☒ (Check Here) Significant Contribution to the City:

Ella Coleman was a dedicated, hard
working employee. She was employed for
29 years at Romulus Community Schools. At the
age of 80, she ended her employment at Romulus
Community Schools with a medical retirement.

☒ (Check Here) Historical Impact or Service to the City (ties to the City):

Worked at Mt. Pleasant, North Junior
High and Senior High School.
Worked Graduations and beautification
of the fieldhouse and atrium for many years.

☒ (Check Here) Humanitarian Efforts or other:

She held positions at her local church as
president of the usher board and she served
on the mother's board. Ella Coleman offered
words of encouragement to students and to all
that needed it.

3. SUBMIT APPLICATION AND FEE:

My application consists of the following items necessary for a complete application. Please check:

- ☐ Completed Application Form, plus a \$25 fee (make checks payable to "City of Romulus" and submit to the City Clerk's Office), City of Romulus, 11111 Wayne Road, Romulus, MI 48174

Signature of Applicant: Ella Coleman Date: 4-19-2021

Romulus Community School District

BOARD OF EDUCATION RESOLUTION

WHEREAS, Ella Coleman has worked for the Romulus Community Schools for 29 years as an outstanding custodian; and

WHEREAS, Ella Coleman had work assignments at Mt. Pleasant, North Junior High and the Senior High School; and

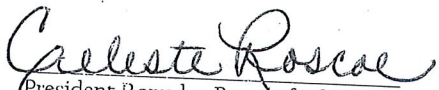
WHEREAS, Ella Coleman received commendations for her "hard work and dedication" and for her frequent perfect attendance records; and

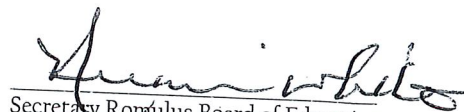
WHEREAS, Ella Coleman attended and completed the Asbestos Awareness Training Program; and

WHEREAS, Ella Coleman was additionally commended for the "great job" she did at Graduations including beautiful presentations of the fieldhouse and the atrium; and

WHEREAS, Ella Coleman has further been recognized for her excellent daily work efforts and for the cleanliness of her work areas.

NOW, THEREFORE, BE IT RESOLVED THAT THE ROMULUS BOARD OF EDUCATION, speaking on behalf of all the people of this community, does hereby render this official resolution of gratitude and appreciation to Ella Coleman for her dedicated service to the Romulus Community School District since 1977.


President Romulus Board of Education


Secretary Romulus Board of Education

Given this Thirteenth Day of November Two Thousand Six

4/26/21 uploaded to JIRA for
Processing by Mayor's
Office — DA



Honorary Street Naming Dedication Application

OFFICE USE ONLY:

Application approved by Clerk's Office: 4/20/2021 - Reg. voter since 1960. DA

Location approved by DPW: 5/4/2021

Application approved by Chief of Police: 5/4/2021

Application approved by Mayor: 5/10/2021

Date approve by City Council: _____

Resolution Number: _____

Date sign to be installed by: _____

Date sign to be removed by: _____

Sign Installation fee of \$25.00 paid to Treasurer's Office.

Receipt #: _____

Date: _____



RECEIVED

2021 APR 26 P 2:10

CITY OF ROMULUS
CLERK'S OFFICE

Honorary Street Naming Dedication Application

1. APPLICANT INFORMATION

***Please print clearly**

Applicants Name: BYRON BUTLER

Street Address: 11074 GABRIEL ST

Relationship to nominee: SON

Telephone: 734 730 7615 E-mail: THEB6B333@gmail.com

2. HONORARY NAME REQUEST

NAME OF HONOREE (PLEASE PRINT):

NATHANIEL E. BUTLER
(As it would appear on the Street Name Sign)

LOCATION OF PROPOSED SIGN (MUST BE A CITY LOCAL STREET WHERE THE HONOREE LIVED):

GABRIEL ST.

INTERSECTING STREETS AT EACH END OF THE ONE BLOCK AREA:

GODDARD ROAD & BIBBINS

YEARS NOMINEE HAS RESIDED IN ROMULUS (MUST BE A MINIMUM OF 35 YEARS total) 70

Please list the City addresses the nominee has resided:

11029 GABRIEL ST, 11037 GABRIEL ST, 11297 GROVER ST.



RECEIVED

2021 APR 26 P 2:40

Honorary Street Naming Dedication Application

Please check all that apply to the honoree and include a brief explanation for each of the applicable criteria. (Use additional pages if necessary)

CITY OF ROMULUS
CLERK'S OFFICE

(Check Here) Significant Contribution to the City:

FIRST BLACK WAYNE COUNTY SHERIFF
MEMBER OF CITY OF ROMULUS POLICE, FIRE & SAFETY COMMISSION

(Check Here) Historical Impact or Service to the City (ties to the City):

HOMETOWN HERO, SAVED A 16YR BOY FROM BELLEVILLE LAKE. E.
BUILT & VOLUNTEERED BUILDING HOMES & ADDITIONS WITHIN
THE CITY OF ROMULUS

(Check Here) Humanitarian Efforts or other:

VOLUNTEERED BUILDING TRADES @ ROMULUS H.S.
HELPED SEVERAL LOCAL FAMILIES IN NEED!!!
CHAIRMAN OF FIRST BAPTIST CHURCH DEACON BOARD

3. SUBMIT APPLICATION AND FEE:

My application consists of the following items necessary for a complete application. Please check:

☒ Completed Application Form, plus a \$25 fee (make checks payable to "City of Romulus" and submit to the City Clerk's Office), City of Romulus, 11111 Wayne Road, Romulus, MI 48174

Signature of Applicant:

Date:

4-26-21



4/21/21 - submitted to Mayor's
Office for processing via
JIRA - *[Signature]*

Honorary Street Naming Dedication Application

OFFICE USE ONLY:

Application approved by Clerk's Office: *Feb 4/27/2021*

Location approved by DPW: _____

Application approved by Chief of Police: *5/4/2021*

Application approved by Mayor: *5/10/2021*

Date approve by City Council: _____

Resolution Number: _____

Date sign to be installed by: _____

Date sign to be removed by: _____

Sign Installation fee of \$25.00 paid to Treasurer's Office.

Receipt #: _____

Date: _____



RECEIVED

2021 APR 29 P 2:44

CITY OF ROMULUS
CLERK'S OFFICE

Honorary Street Naming Dedication Application

1. APPLICANT INFORMATION

***Please print clearly**

Applicants Name: Elizabeth ("Betty") Martin, Gary Martin, Kevin Martin

Street Address: 35801 Goddard Road, Romulus

Relationship to nominee: Wife (widow) and sons

Telephone: (734) 941-3594 E-mail: _____

2. HONORARY NAME REQUEST

NAME OF HONOREE (PLEASE PRINT):

Duwayne Martin
(As it would appear on the Street Name Sign)

LOCATION OF PROPOSED SIGN (MUST BE A CITY LOCAL STREET WHERE THE HONOREE LIVED):

Goddard Road

INTERSECTING STREETS AT EACH END OF THE ONE BLOCK AREA:

Wahrman Rd and Goddard Rd, Delano St and Goddard Rd

YEARS NOMINEE HAS RESIDED IN ROMULUS (MUST BE A MINIMUM OF 35 YEARS total) 60

Please list the City addresses the nominee has resided:

Park Place ; 35801 Goddard Road



Honorary Street Naming Dedication Application

Please check all that apply to the honoree and include a brief explanation for each of the applicable criteria. (Use additional pages if necessary)

 (Check Here) Significant Contribution to the City:

 X (Check Here) Historical Impact or Service to the City (ties to the City):

See attachment

 X (Check Here) Humanitarian Efforts or other:

See attachment

3. SUBMIT APPLICATION AND FEE:

My application consists of the following items necessary for a complete application. Please check:

- ☐ Completed Application Form, plus a \$25 fee (make checks payable to "City of Romulus" and submit to the City Clerk's Office), City of Romulus, 11111 Wayne Road, Romulus, MI 48174

Signature of Applicant: Betty Martin Date: 4/29/21

Honorary Street Naming Dedication Application

 X Historical Impact or Service to the City (ties to the City):

During his lifetime as a resident of Romulus, Duwayne served on multiple City boards and commissions: Planning Commission, Recreation Commission, Board of Review, Romulus Historical Commission (Vice Chairman), Mayor's Drug Task Force (Chairman), and Mayor's Advisory Commission.

He served as the Director of Department of Recreation for 4 years, retiring in 1993

In addition, he served as the Moderator for the Mayor's Chair Talk Show and as a Special Advisor for the Mayor's Chair Cable TV Program.

Duwayne also served as Mentor to the Economic Development Director for the City of Romulus (R. Marsh).

 X Humanitarian Efforts or other:

Duwayne was dedicated to supporting youth in the communities where he worked and lived. He organized and led the first Boy Scout Troop for the State of Michigan Department of Mental Health where he worked for 37 years. Additionally, the City of Romulus Drug Task Force Committee named the Duwayne Martin Scholarship after him approximately 2 years after his death.

4/30/21 - uploaded to JIRA for
Mayor's Office to process. 



Honorary Street Naming Dedication Application

OFFICE USE ONLY:

Application approved by Clerk's Office: 4/30/21 -  - Honoree deceased.

Location approved by DPW: _____

Application approved by Chief of Police: 5/4/2021

Application approved by Mayor: 5/10/2021

Date approve by City Council: _____

Resolution Number: _____

Date sign to be installed by: _____

Date sign to be removed by: _____

Sign Installation fee of \$25.00 paid to Treasurer's Office.

Receipt #: _____

Date: _____



City of Romulus

Clerk's Report – Ellen L. Craig-Bragg, Clerk

Council Meeting Held: **May 24, 2021**

Item No. E.

General Description: Approval of SLU 2021-001; Miller Pipeline at 6777 Metroplex

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, City Clerk

Date: May 24, 2021

Re: Approval of SLU-2021-001; Miller Pipeline

Petitioners for Miller Pipeline have requested Council action on their Special Land Use request.

Therefore it is requested that Council concur with the recommendation of the Planning Commission and approve the Special Land Use request for SLU-2021-001; Miller Pipeline at 6777 Metroplex for a contractor's outdoor storage yard.

PLANNING DEPARTMENT MEMORANDUM

DATE: May 17, 2021
TO: Ellen Craig-Bragg, City Clerk
FROM: Carol Maise, City Planner
SUBJECT: SLU-2021-001; **Miller Pipeline** (6777 Metroplex)
Special Land Use Request

At a meeting held April 19, 2021, the Planning Commission considered a special land use request for a contractor's outdoor storage yard for Miller Pipeline at 6777 Metroplex and recommended approval to the Romulus City Council.

Please find the attached for City Council consideration at their May 24, 2021 meeting:

Planning Department Summary Report to the City Council,
Planning Commission Summary Report,
Minutes of the April 19, 2021 Planning Commission meeting, and
Application and site plan for SLU-2021-001; Miller Pipeline

Note that this special land use request may sound familiar. A similar request at their current location, 6911 Metroplex, was approved in 2019. The business has grown and they need more space so they are relocating to a larger site down the street.

Should you have any questions, or desire additional information, please do not hesitate to contact this office.



PLANNING COMMISSION SUMMARY REPORT TO THE CITY COUNCIL

SLU-2021-001, Miller Pipeline Special Land Use

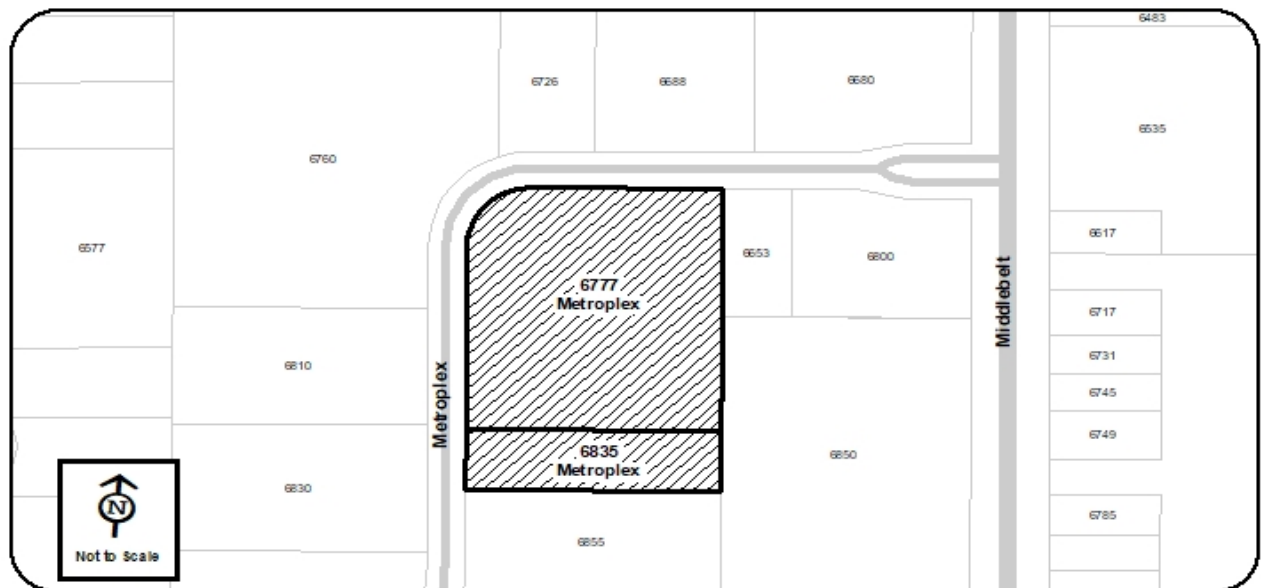
6777 Metroplex

Issued by Carol Maise, City Planner

12600 Wayne Road, Romulus MI 48174 Phone: (734) 955-4530 www.romulusgov.com

DATE: May 17, 2021
SUBJECT: SLU-2021-001; **MillerPipeline**
LOCATION: 6777 Metroplex
TYPE OF REVIEW: *Special Land Use*
REQUEST: Outdoor storage yard for pipeline utility contractor
DATE OF APPLICATION: 3/26/21
APPLICANT: Josh Sargent, Miller Pipeline, LLC

SITE INFORMATION: The 4.59-acre property is located at the northeast corner of Metroplex Dr. in the Metroplex Industrial Park which is west of Middlebelt, north of Ecorse. The property is zoned, M-1, Light Industrial District and contains a 39,764-sq. ft. light industrial building constructed in 2006. It was previously occupied by AT&T. The adjacent lot to the south (Lot 52) was previous occupied by the Taplin Group and included environmental clean-up storage containers.



BACKGROUND:

The applicant has been leasing the building at 6911 Metroplex, which is south of the subject property, for the past several years and received special land use approval from the Planning Commission and City Council in 2019 for the outdoor storage of contractor's supplies and equipment. They are relocating to a larger site to the north in the industrial park. The Planning Commission reviewed the application and held a public hearing on April 19, 2021 and recommended approval of the special land use for the pipeline utility contractor to the City Council and approved the site plan (see attached minutes and summary report.)

PLANNING COMMISSION ACTION ON SPECIAL LAND USE

At the April 19, 2021 meeting, after a public hearing the Planning Commission took the following action:

***MOTION by McAnally, support by Glotfelty,** that the Planning Commission recommend to the Romulus City Council special land use approval of SLU-2021-001, Miller Pipeline, at 6777 Metroplex Dr., based upon the findings that the contractor's outdoor storage is consistent with the Master Plan and the standards of the Zoning Ordinance, and the use is compatible with adjacent land uses. The proposed use will not negatively impact the environment, traffic or public services. The approval is subject to site plan approval by the Planning Commission.*

Roll Call Vote:** Ayes – McAnally, Glotfelty, Paul, Frederick, Talon-Jemison, Roscoe, Gbogboade, Crova, and Freitag. Nays – None. **Motion carried 9-0.

SUMMARY AND RECOMMENDATION

To concur with the recommendation of the Planning Commission and approve the Special Land Use request for SLU-2021-001; Miller Pipeline at 6777 Metroplex for a contractor's outdoor storage yard.



Carol Maise, City Planner



City of Romulus

Warrant

Council Meeting Held: **May 24, 2021**

Item No. A.

General Description: Approval of Warrant #: 21-10 Checks presented in the amount of \$1,333,460.69

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

CITY OF ROMULUS

WARRANT REGISTER SUMMARY

Council Meeting Date: May 24, 2021

Warrant Number: 21-10

TOTAL WARRANT REGISTER

1,333,460.69

P.O.#	CHECK #	PAYEE	AMOUNT

TOTAL DELETIONS

TOTAL ADJUSTED WARRANT (IF ANY DELETIONS)

REWARRANTED ITEMS: (not included in above totals)

P.O.#	CHECK #	PAYEE	AMOUNT

COUNCIL AUTHORIZATION

DATE

The obligations of transfer of funds described on the attached warrant register including the required interfund advances have been authorized by the Council. We hereby authorize the Treasurer of the City of Romulus to disburse funds as listed in payment thereof with the exception of deleted items listed above.

MAYOR

CLERK

05/19/2021 CHECK DISBURSEMENT REPORT FOR CITY OF ROMULUS
CHECK DATE FROM 05/07/2021 - 05/19/2021

Fund		Amount
Total for fund 101	General Fund	110,860.97
Total for fund 202	Major Street Fund	2,691.32
Total for fund 203	Local Street Fund	14,063.21
Total for fund 205	Public Safety Fund	49,956.98
Total for fund 211	Cable TV	1,072.00
Total for fund 218	Merriman Rd. Spec. Assess	169.03
Total for fund 220	Oakwood SAD	90.78
Total for fund 226	Garbage & Rubbish Collection Fund	4,704.79
Total for fund 261	911 Service Fund	9,996.87
Total for fund 268	Narc Forfeiture - State	442.03
Total for fund 271	Library Fund	10,061.93
Total for fund 295	DDA	11,369.17
Total for fund 297	T.I.F.A. District #2	2,056.75
Total for fund 592	Water & Sewer Fund	694,499.66
Total for fund 661	Motor Vehicle	7,395.88
Total for fund 664	Technology Services	269.35
Total for fund 676	Retiree's Ins. Benefits	133,586.20
Total for fund 701	Revolving Fund	1,542.50
Total for fund 705	Delq. Pers. Prop. Fund	65,191.24
Total for fund 750	Payroll Fund	213,440.03
	TOTAL - ALL FUNDS	1,333,460.69

05/19/2021

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 05/07/2021 - 05/19/2021

Check Date	Check	Vendor Name	Description	Amount
Bank POOL POOLED CASH				
05/12/2021	75169	NAVIA BENEFIT SOLUTIONS - LOCKBOX	NAVIA FOR APRIL 2021	180.00
05/12/2021	75170	THE HARTFORD-PRIORITY ACCOUNTS	MAY 2021 CUST # 008758520001-	7,118.44
05/19/2021	626(E)	BLUE CARE NETWORK	JUNE 2021 HEALTH INSURANCE	976.27
05/19/2021	627(E)	BLUE CROSS/BLUE SHIELD OF MICH	JUNE 2021 BLUE CROSS	192,505.04
05/19/2021	628(E)	CITY OF ROMULUS	37200 GODDARD WATER BILL, 11/11 - 4/30/2	20.18
05/19/2021	629(E)	CITY OF ROMULUS	28777 EUREKA WATER BILL, 4/1-4/30/2021	167.81
05/19/2021	630(E)	CITY OF ROMULUS	11111 WAYNE WATER BILL, 4/1-4/30/2021	302.19
05/19/2021	631(E)	CITY OF ROMULUS	7221 MIDDLEBELT WATER BILL, 4/1-4/30/202	131.16
05/19/2021	632(E)	CITY OF ROMULUS	11165 OLIVE B WATER BILL, 4/1-4/30/2021	49.66
05/19/2021	633(E)	CITY OF ROMULUS	35255 GODDARD FINAL WATER BILL 4/1- 4/30	25.23
05/19/2021	634(E)	CITY OF ROMULUS	11189 SHOOK WATER BILL, 4/1- 4/30/2021	24.32
05/19/2021	635(E)	CITY OF ROMULUS	36525 BIBBINS WATER BILL, 4/1- 4/30/2021	64.28
05/19/2021	636(E)	CITY OF ROMULUS	12600 WAYNE WATER BILL, 4/1- 4/30/2021	191.59
05/19/2021	637(E)	CITY OF ROMULUS	11165 OLIVE A WATER BILL, 4/1- 4/30/2021	49.66
05/19/2021	638(E)	CITY OF ROMULUS	11121 WAYNE WATER BILL, 4/1- 4/30/2021	70.39
05/19/2021	639(E)	CITY OF ROMULUS	11147 HUNT WATER BILL, 4/1- 4/30/2021	48.76
05/19/2021	640(E)	CITY OF ROMULUS	37230 NORTHLINE WATER BILL, 4/1- 4/30/20	112.84
05/19/2021	641(E)	CITY OF ROMULUS	6900 WAYNE WATER BILL 4/1- 4/30/2021	106.73
05/19/2021	642(E)	CITY OF ROMULUS	12300 WAYNE WATER BILL, 4/1- 4/30/2021	167.81
05/19/2021	643(E)	COMERICA COMM. CARD SERV.	Inventory Order	241.85
			APRIL 2021 ALL CITY CREDIT CARDS	3,795.54
				4,037.39
05/19/2021	644(E)	DTE ENERGY	6241 DEXTER - BOICE PARK	36.13
			7219 MIDDLEBELT - FIRE #2	572.58
			37230 NORTHLINE- FS #1	171.69
			10202 SHOOK RD - CEMETERY	26.22
			11189 SHOOK - CHAMBER BLDG	149.00
			11147 HUNT - HISTORICAL PAVILLION	45.24
			11120 HUNT - SCHOOL HOUSE @ HISTORICAL P	36.24
			12300 WAYNE - ANIMAL SHELTER	422.10
			VINING RD HOT BOX - 34155 GODDARD	474.68
			6800 WAYNE -FIRE STATION # 3 APR 2, THRU	134.50
			38205 BARTH - EMERGENCY SIREN- APRIL 2,	25.21
			OAKWOOD STORM SEWER PUMP STATION - 15409	90.78
			7506 MERRIMAN - LANDSCAPING APRIL 6 THR	169.03
			9755 OZGA - ELMER JOHNSON PARK - MAR 6	50.01
			9755 OZGA - ELMER JOHNSON PARK - APR 7	5.00
			29551 GODDARD - GODDARD RD HOT BOX - APR	350.87
			31558 GODDARD - WATER PUMP - APR 7 - MAY	590.61
			38834 HURON RIVER DR - WATER PUMP APR 9	60.01
				3,409.90
05/19/2021	645(E)	INVOICE CLOUD INC.	INVERTED PO FOR MONTHLY FEES FOR CREDIT	470.25
05/19/2021	646(E)	MIL. CONF. OF TEAMSTERS WELFARE FUND	JUNE 2021 INSURANCE	99,590.65
05/19/2021	647(E)	TOSHIBA FINANCIAL SERVICES	LOAN PAYMENT MAY 2021	2,122.87
05/19/2021	648(E)	VARIPRO BENEFIT ADMINSTRATORS	MAY 2021 RETIREE HEALTH	46,657.63
05/19/2021	75171	ALAN R. STYLES	CONTINUING EDUCATION - HOW TO BE A HIP	600.00

05/19/2021	75172	AMAZON.COM LLC	AMAZON OFFICE SUPPLY ORDER 4/29/21	158.84
			COMMUNITY GARDEN SUPPLY ORDER 5/13/2021	85.98
			PRINTER SUPPLIES	209.10
			WIRELESS MOUSE FOR CITY COUNCIL	9.99
			ORD. IPMC BOOK	46.25
			OFFICE SUPPLY ORDER 4/29/21	16.99
			SUPPLY ORDER 3-17-21	10.59
			OFFICE SUPPLY ORDER 4/29/2021	41.44
			OFFICE SUPPLY ORDER 5/7/2021	8.76
			PD OFFICE SUPPLIES	136.62
			PD OFFICE SUPPLIES	50.97
			PD OFFICE SUPPLIES	9.96
			UNDER THE DESK PRINTER STADN FOR RECORDS	55.81
			OFFICE SUPPLIES AND NITRILE GLOVES	751.34
			OFFICE SUPPLIES AND NITRILE GLOVES	69.25
			OFFICE SUPPLIES AND NITRILE GLOVES	31.96
			PD/ RECORDS OFFICE SUPPLIES	31.73
			PD/ RECORDS OFFICE SUPPLIES	286.33
				2,011.91
05/19/2021	75173	APOLLO FIRE APPARATUS REPAIR	HURST REPAIR	83.70
05/19/2021	75174	APPLIED IMAGING	CONTRACT BASE FOR MAY 2021	522.77
05/19/2021	75175	ASSOC OF PUBLIC TREASURERS US&CANAD	2021 ANNUAL CONFERENCE REGISTRATION FOR	998.00
05/19/2021	75176	ASSOCIATED NEWSPAPERS OF MICHIGAN	ITB 20/21-10 20/21 INVERTED P.O 01-01-2	196.56
			ITB 20/21-10 20/21 INVERTED P.O 01-01-2	71.48
				268.04
05/19/2021	75177	ATCHINSON FORD SALES, INC.	20/21 BLANKET PO MISC VEHICLE REPAIRS -	194.59
05/19/2021	75178	AUTO VALUE OF ROMULUS	20/21 BLANKET PO FOR MISC MECHANIC PURCH	22.18
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	115.59
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	10.00
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	26.98
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	325.98
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	39.39
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	16.99
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	467.56
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	28.90
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	106.08
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	28.90
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	24.18
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	13.39
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	13.39
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	26.98
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	140.69
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	132.58
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	129.58
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	6.58
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	64.79
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	12.59
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	2.99
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	54.10
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	5.99
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	16.10
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	6.44
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	23.96
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	7.89
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	(569.00)
				1,301.77

05/19/2021	75179	BAKER & TAYLOR	ACCOUNT # 251637 L154147 2 B00000 - QTY:	3,156.64
			ACCOUNT # 251637 L154147 2 B00000 - QTY:	700.10
			ACCOUNT # 251637 L154147 2 B00000 - QTY:	448.55
			ACCOUNT # 251637 L154147 2 B00000 - QTY:	261.73
				4,567.02
05/19/2021	75180	BLUE RIBBON CONTRACTING INC.	20/21 BLANKET PO FOR TOPSOIL & SAND - DP	90.00
			INSTALL 4' DIAMETER CONCRETE MANHOLE OVE	9,484.00
			20/21 BLANKET PO FOR TOPSOIL & SAND - DP	270.00
				9,844.00
05/19/2021	75181	BOUND TREE MEDICAL LLC	ADDITIONAL EMS SUPPLIES	101.34
05/19/2021	75182	BRYCE MOON	REIMBURSEMENT FOR MEALS FOR EVIDENCE TEC	111.90
05/19/2021	75183	BSB COMMUNICATIONS, INC.	ONSITE SERVICE TO GET THE NON-EMERGENCY	242.50
05/19/2021	75184	CADILLAC ASPHALT LLC	20/21 INVERTED PO - ITB 19/20-19 COLD P	4,632.20
05/19/2021	75185	CATHERINE MORSE	REIMBURSEMENT FOR 2021 MICHIGAN CHAMBER	99.00
05/19/2021	75186	CENTER POINT LARGE PRINT	CHRISTIAN SERIES, PLATINUM FICTION SERIE	137.82
05/19/2021	75187	CHAPP & BUSHEY OIL CO., INC	HEAVY TRUCKS AND EQUIPMENT	313.46
05/19/2021	75188	CHARLES MILLER	AVA JAMES BAND FOR SOUNDS IN DOWNTOWN JU	700.00
05/19/2021	75189	COMCAST	MAY 10, THRU JUNE 09 2021 SERVICE TO AD	8.10
05/19/2021	75190	COMCAST	BUSINESS CABLE MAY 18 - JUN 17, 2021 ACC	128.46
05/19/2021	75191	COMCAST PROCESSING CENTER	20/21 INVERTED PO FOR ETHERNET NETWORK T	1,060.13
05/19/2021	75192	CONSTANT CONTACT, INC	CONSTANT CONTACT - EMAIL - PREPAY	588.00
05/19/2021	75193	CORE & MAIN	20/21 BLANKET PO FOR MISC WATER SUPPLIES	156.45
05/19/2021	75194	CROVA SALES & SERVICE	20/21 BLANKET PO FOR CROVA SALES - DPW	128.80
05/19/2021	75195	DAWN KARKOSKI	ADDITIONAL EMS SUPPLIES	280.20
05/19/2021	75196	JACK DOHENY SUPPLIES INC	20/21 BLANKET PO - MECHANICS AND WATER D	182.85
05/19/2021	75197	DORNBOS SIGN & SAFETY INC	MATERIAL FOR SIGN STOCK	185.00
			SIGN BLANKS TO EXPAND AND REPLENISH STOC	1,695.00
				1,880.00
05/19/2021	75198	DTE ENERGY	12055 WAYNE - BIRD HOUSE	9.38
			16869 BRANDT - CREEKSIDE PUMP STATION -	52.56
				61.94
05/19/2021	75199	DTE ENERGY	MUNICIPAL COMPLEX APRIL 2021	9,573.73
05/19/2021	75200	DOWNRIVER UTILITY WASTEWATER AUTHOR	WASTEWATER DISPOSAL CHARGES DECEMBER 202	150,294.23
05/19/2021	75201	DOWNRIVER UTILITY WASTEWATER AUTHOR	MAY 2021 EXCESS FLOW	104,704.00
05/19/2021	75202	ENTERPRISE LEASING CO OF DETROIT	REFUND 2020 JBOR - 2019 TAX YEAR REF: 80	29,390.78
05/19/2021	75203	FEDERAL EXPRESS CORP.	FED EX Invoice 7-354-46525	63.96
05/19/2021	75204	FOSTER BLUE WATER OIL, LLC	20/21 INVERTED PO - ITB 19/20-21 2 YEAR	750.08
05/19/2021	75205	FOSTER SWIFT COLLINS & SMITH,	PROFESSIONAL SERVICES THRU MAR 31, 2021	42.00
05/19/2021	75206	FRIED SAPERSTEIN SAKWA, PC	APRIL 2021 CITY PROSECUTION SERVICES	3,847.50
05/19/2021	75207	G.V. CEMENT CONTRACTING CO.	ITB 18/19-26 REMOVE AND REPLACE CONCRATE	10,109.44
05/19/2021	75208	GALE/CENGAGE LEARNING	ACCT# 194418 BESTSELLER CHOICE 3 PLAN -	60.78
			ACCT# 194418 BESTSELLER CHOICE 3 PLAN -	30.39
				91.17
05/19/2021	75209	GAYLE HJELMBERG	REF: CASE NO. 21-016 PET NAME WAGGS	25.00
05/19/2021	75210	GENERAL FUND	AFLAC 3% ADMIN FEE FOR MAY 2021	174.72
			COLONIAL LIFE 2% ADMIN FEE FOR MAY 2021	3.48
				178.20

05/19/2021	75211	GIARMARCO, MULLINS, & HORTON, PC	APRIL 2021 ACCT# 70085.011 CLERK'S OFFI	850.50
			APRIL 2021 ACCT# 70085.010 BUILDING DEPA	148.50
			APRIL 2021 ACCT # 70085-008B DPW	600.75
			APRIL 2021 ACCT# 70085.000B DOWNRIVER SE	837.00
			APRIL 2021 ACCT# 70085-015 B PLANNING DE	290.25
			APRIL 2021 ACCT# 70085.004 GENERAL	8,376.96
			APRIL 2021 ACCT# 70085.005 HUMAN RESOURC	1,485.00
			APRIL 2021 ACCT# 70085.006 POLICE DEPAR	850.50
				<u>13,439.46</u>
05/19/2021	75212	GREAT LAKES WATER AUTHORITY	ACCT # 100-2451-W WHOLESALE WATER - MARC	369,656.47
05/19/2021	75213	HALLAHAN & ASSOCIATES, P.C.	ATTORNEY SERVICES FOR TAX ISSUES SEVICES	807.84
05/19/2021	75214	HILLARD'S GLASS, INC.	20/21 BLANKET PO FOR MISC VEHICLE WINDSH	100.00
05/19/2021	75215	HOME DEPOT	HOME DEPOT SUPPLIES FOR SENIOR GARDEN BO	2,388.18
			20/21 BLANKET PO FOR MISC SUPPLIES - DPW	9.78
			20/21 BLANKET PO FOR MISC SUPPLIES - DPW	137.81
			20/21 BLANKET PO FOR MISC SUPPLIES - DPW	62.24
			20/21 BLANKET PO FOR MISC SUPPLIES - DPW	587.00
			20/21 BLANKET PO - HOME DEPOT - FIRE DEP	483.32
			20/21 BLANKET PO - HOME DEPOT - FIRE DEP	449.70
			20/21 BLANKET PO FOR MISC SUPPLIES - DPW	19.52
			20/21 BLANKET PO FOR MISC SUPPLIES - DPW	87.78
			20/21 BLANKET PO FOR MISC SUPPLIES - DPW	114.28
			20/21 BLANKET PO FOR MISC SUPPLIES - DPW	77.96
			20/21 BLANKET PO FOR MISC SUPPLIES - DPW	22.82
			HOME DEPOT SUPPLIES FOR SENIOR GARDEN BO	79.74
				<u>4,520.13</u>
05/19/2021	75216	HONEYWELL BUILDING SOLUTIONS	20/21 INVERTED PO - MONTHLY CONTRACT PA	7,818.66
05/19/2021	75217	HURON SOD FARMS	20/21 BLANKET PO FOR - BUILDING & GROUND	82.90
			20/21 BLANKET PO FOR - BUILDING & GROUND	217.60
			20/21 BLANKET PO FOR - BUILDING & GROUND	(20.00)
			20/21 BLANKET PO FOR - BUILDING & GROUND	(40.00)
				<u>240.50</u>
05/19/2021	75218	HYDROCORP, INC.	20/21 INVERTED PO - ITB 17/18-25 5 YR C	6,822.00
			20/21 INVERTED PO - ITB 17/18-25 5 YR C	1,900.00
				<u>8,722.00</u>
05/19/2021	75219	H2OMETRICS	SOLE SOURCE - H2OMETRICS SUBSCRIPTION SE	5,000.00
05/19/2021	75220	INTEGRITY BUSINESS SOLUTIONS LLC	PAPER, COPY CASE 8 1/2"X11" 20 LB	1,159.60
			PAPER, COPY CASE 8 1/2"X11" 20 LB	289.90
				<u>1,449.50</u>
05/19/2021	75221	J & B MEDICAL SUPPLY CO. INC	20/21 BLANKET PO - MEDICAL SUPPLIES FOR	338.94
			20/21 BLANKET PO - MEDICAL SUPPLIES FOR	98.50
			20/21 BLANKET PO - MEDICAL SUPPLIES FOR	(244.38)
				<u>193.06</u>

05/19/2021	75222	JAM BEST ONE FLEET SERVICE	LOW STOCK - POLICE TIRES	1,570.08
05/19/2021	75223	JOHNSTON ENTERPRISES LLC	MILITARY TRIBUTE BANNER BROCHURE INSERT	110.00
05/19/2021	75224	KELLER THOMA PC	PROF SVCS THROUGH 4/30/2021- GENERAL MAT	262.50
05/19/2021	75225	KENNEDY INDUSTRIES, INC.	INSTALLATION AND TESTING OF FARMS PUMP	2,375.00
05/19/2021	75226	KERR, RUSSELL AND WEBER PLC	Invoice # 576480	3,400.00
05/19/2021	75227	LABRIT JACKSON	2/15 - 3/21/2021 MGT 818 TALENT MANAGEM	2,180.00
			01/11 - 04/25/2021 MGT 801 ANALYZING YOU	2,180.00
			03/22 - 04/25/2021 MGT 801 MANAGING DIVE	2,180.00
				6,540.00
05/19/2021	75228	LASERCOM , LLC	20/21 INVERTED PO ITB 17/18-37 WATER BI	2,145.93
05/19/2021	75229	LOWER HURON CHEM & SUPPLY CO., INC.	20/21 BLANKET PO FOR MISC CLEANING SUPP.	53.16
			Inventory Order	1,147.60
			20/21 BLANKET PO FOR MISC CLEANING SUPP.	(45.32)
				1,155.44
05/19/2021	75230	LUSTER CLEANERS, INC	20/21 BLANKET PO PRISONERS BLANKET CLEAN	80.00
			20/21 BLANKET PO PRISONERS BLANKET CLEAN	80.00
				160.00
05/19/2021	75231	MAURER'S TEXTILE RENTAL SERVICES	INVERTED PO - FY 20/21, BUILDING DEPT U	18.23
			INVERTED PO - FY 20/21, BUILDING DEPT U	18.23
			INVERTED PO - FY 20/21, BUILDING DEPT U	18.23
			INVERTED PO - FY 20/21, BUILDING DEPT U	18.23
			20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	2.23
			20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	108.01
			20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	24.12
			20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	2.23
			20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	24.12
			20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	108.01
			20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	28.89
			20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	28.89
				399.42
05/19/2021	75232	CHERYL MCGUIRE	20/21 FY - CHERYL MCGUIRE - RECORDING SE	212.00
05/19/2021	75233	MESSENGER PRINTING SERVICE INC.	TOW TAGS STICKERS	215.00
05/19/2021	75234	METRO AIRPORT TRUCK SALES & SERVICE	SPEED SENSOR	106.39
05/19/2021	75235	MICHIGAN CAT	20/21 BLANKET PO FOR MISC EQUIPMENT PURC	50.00
05/19/2021	75236	MML WORKER'S COMP FUND	INSTALLMENT #1 - POLICY #5000050-20 POLI	35,939.00
05/19/2021	75237	MICHIGAN MUNICIPAL TREASURERS ASSOC	2021 ADVANCED INSTITUTE APRIL 8, MAY 18,	690.00
05/19/2021	75238	MICHIGAN PIPE & VALVE INC.	ITB 18/19-34 LOW STOCK WATER/SEWER	2,150.01
05/19/2021	75239	MICHIGAN STATE POLICE	20/21 BLANKET PO FOR LIVESCAN USAGE 07/1	43.25
			20/21 BLANKET PO-SEX OFFENDER REG 07/1/2	120.00
				163.25
05/19/2021	75240	DITCH WITCH SALES OF MICHIGAN, INC.	PURCHASE PART FOR MAKING WATER TAPS	268.07
05/19/2021	75241	KIMBALL MIDWEST	PURCHASE SHOP SUPPLIES FOR WATER CREW -H	315.00
			SHOP SUPPLIES	273.20
				588.20
05/19/2021	75242	MIDWEST TAPE	CUSTOMER# 2000005771 QTY:11	445.89
			CUSTOMER# 2000005771 QTY:7	131.18
			CUSTOMER# 2000005771 QTY:7	267.93
			CUSTOMER# 2000005771 QTY:2	37.48
				882.48

05/19/2021	75243	D & G BUILDING CO	BD Bond Refund	500.00
05/19/2021	75244	MARTINEZ, MARCO	BD Bond Refund	992.50
05/19/2021	75245	MKSK, INC.	MKSK Invoice # 2210288	1,155.00
			MKSK Invoice # 2210444	<u>713.86</u>
				1,868.86
05/19/2021	75246	MUCHMORE HARRINGTON SMALLEY & ASSOC	LEGISLATIVE SERVICES FOR MAY 2021	2,000.00
			LEGISLATIVE SERVICES FOR FY 20/21 12 @	<u>2,000.00</u>
				4,000.00
05/19/2021	75247	NORTHSIDE TRUE VALUE HARDWARE	Inventory Order	97.15
05/19/2021	75248	NYE UNIFORM CO	ITB 20/21-06 INVERTED FIREFIGHTER UNIFORM	425.98
05/19/2021	75249	OAKLAND COUNTY	20/21 INVERTED PO FIRE INCIDENT REPORTING	460.50
			20/21 QUARTERLY APR-JUNE 2021 QTRLY CLEM	<u>7,970.20</u>
				8,430.70
05/19/2021	75250	ON DUTY GEAR LLC	ARMOR EXPRESS RAZOR LEVEL II REVVEST FO	990.00
05/19/2021	75251	ORCHARD, HILTZ & MCCLIMENT	OHM Invoice #332295	1,542.00
			Engineering OHM invoice #333149	1,461.00
			PROFESSIONAL SERVICES FOR HURON RIVER DR	<u>7,072.25</u>
				10,075.25
05/19/2021	75252	PARKWAY SERVICES, INC.	20/21 INVERTED PO FOR PORTA JOHNS IN DOW	280.00
			PORTA POTTY SERVICES FOR ST. JOHN'S LODG	110.00
			PORTA POTTY SERVICES FOR ST. JOHN'S LODG	110.00
			PORTA POTTY SERVICES FOR ST. JOHN'S LODG	<u>110.00</u>
				610.00
05/19/2021	75253	PARTRIDGE ENTERPRISES	20/21 BLANKET PO FOR ANIMAL DISPOSAL	204.00
05/19/2021	75254	PEGGY STATEN	REF: CASE NO. 21-014 PET NAME WILLOW STA	25.00
05/19/2021	75255	PHOENIX SAFETY OUTFITTERS, LLC.	ITB 18/19-20 EXTENSION OF BID PLUS 5% -	9,648.00
			TURNOUT BOOT FOR WOJTYLKO, MILLS, GENTNE	<u>1,160.00</u>
				10,808.00
05/19/2021	75256	PRAXAIR DISTRIBUTION, INC.	20/21 BLANKET PO MISC MECHANIC WELDING S	130.55
			20/21 BLANKET PO MISC MECHANIC WELDING S	<u>42.85</u>
				173.40
05/19/2021	75257	PRIORITY ONE EMERGENCY	MOBILE FIELD FORCE UNIFORM FOR OFFICER GO	203.96
05/19/2021	75258	RITTER GIS	20/21 INVERTED- GIS SUPPORT SERVICES JAN	3,463.75
			ZONING MAP UPDATES SEPTEMBER 2020 - APRIL	<u>446.25</u>
				3,910.00
05/19/2021	75259	ROMULUS COMMUNITY SCHOOLS	DELINQUENT PERSONAL PROPERTY DISBURSEMENT	7,395.96
05/19/2021	75260	ROSE PEST SOLUTIONS	20/21 INVERTED PO FOR ROSE PEST SOLUTION	68.00
			20/21 INVERTED PO FOR ROSE PEST SOLUTION	68.00
			20/21 INVERTED PO FOR ROSE PEST SOLUTION	68.00
			20/21 INVERTED PO FOR ROSE PEST SOLUTION	78.00
			20/21 INVERTED PO FOR ROSE PEST SOLUTION	68.00
			PEST CONTROL CONTRACT - LIBRARY	<u>68.00</u>
				418.00

05/19/2021	75261	S & F FOODS, INC.	20/21 BLANKET PO FOR PIZZA CALZONE 12CT	61.83
05/19/2021	75262	SERVICE ELECTRIC SUPPLY INC	20/21 BLANKET PO FOR - MISC. BUILDING RE	181.80
05/19/2021	75263	SHELBY PRODUCTS, LLC	YEAR 1 OF 3 LEASING AGREEMENT FOR CONCEP	724.04
05/19/2021	75264	SIRCHIE FINGERPRINT LABORATORIES	POLICE EVIDENCE TECH SUPPLIES	235.26
05/19/2021	75265	START RESCUE LLC	START RESCUE HEAVY VEHICLE TRAINING SEMI	13,035.00
05/19/2021	75266	SUBURBAN OCCUPATIONAL HEALTH	DRUG SCREENS/PHYSICALS	190.00
			MCOLES PHYSICAL	249.00
				439.00
05/19/2021	75267	UNITED PARCEL SERVICE	20/21 BLANKET PO FOR SHIPPING CHARGES PO	12.84
05/19/2021	75268	UNITED PARCEL SERVICE	20/21 BLANKET PO FOR SHIPPING CHARGES PO	13.03
05/19/2021	75269	VERIZON CONNECT NWF INC.	20/21 INVERTED PO- NETWORKFLEET GSA HARD	194.28
05/19/2021	75270	VERIZON WIRELESS	CELLPHONE ACCT # 342127256-00001 APR 02	1,172.79
			DATA ACCT # 342127256-00002 USB&MIFI AP	460.13
			CITY SMARTPHONES APR 8 - MAY 7, 2021 ACC	748.71
				2,381.63
05/19/2021	75271	VERSALIFT MIDWEST	LIFT #223 B-CAN BOX NOT WORKING	795.25
			RECERTIFICATION ON THE BUCKET TRUCK AND	745.00
				1,540.25
05/19/2021	75272	GRAINGER INC.	20/21 BLANKET PO - FOR MISCELLANEOUS PUR	23.76
05/19/2021	75273	GRAINGER INC.	20/21 BLANKET PO - FOR MISCELLANEOUS PUR	144.46
05/19/2021	75274	WAL-MART COMMUNITY	HEDGEHOG FOOD & SUPPLIES	125.82
05/19/2021	75275	WASTE MANAGEMENT	20/21 INVERTED PO FOR DUMPSTER CHARGES	810.00
			20/21 INVERTED PO FOR DUMPSTER CHARGES	551.70
			20/21 INVERTED PO FOR DUMPSTER CHARGES	744.50
				2,106.20
05/19/2021	75276	WAYNE COUNTY DOE	APRIL 2021 RV FIXED SEWAGE CUST #500373	32,421.49
05/19/2021	75277	WAYNE COUNTY TREASURER	DELINQUENT PERSONAL PROPERTY DISBURSEMEN	57,795.28
05/19/2021	75278	WAYNE LAWN & GARDEN CENTER, INC.	20/21 BLANKET PO FOR MECH & GROUNDS - DP	61.98
05/19/2021	75279	WESTLAND FIRE EXTINGUISHER, INC.	HYDROTEST FIRE DEPT EXTINGUISHERS	203.00
05/19/2021	75280	WINDER POLICE EQUIPMENT, INC.	20/21 BLANKET PO FOR MISC PARTS FOR EMER	424.50
POOL TOTALS:				
Total of 135 Checks:				1,333,460.69
Less 0 Void Checks:				-
Total of 135 Disbursements:				
				1,333,460.69