CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
September 26, 2022
7:30 PM

Members of the public can view the Regular City Council Meetings live via the Romulus Public Access Channel 12 and YouTube at www.youtube.com/cityofromulus. Public comments can also be emailed to publiccomment@romulusgov.com

Pledge of Allegiance

Roll Call

1. Agenda

A. Approval of Agenda

2. Minutes

A. Approval of Minutes from the Regular Meeting held on Monday, September 12, 2022, at 7:30 p.m.

B. There were no special meetings held on Monday, September 12, 2022.

3. Petitioner

A. Rezoning Request: RZ-2022-002; Salvation Army (Romulus Development, LLC)

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

A. Approval of the Chairperson's Report

5. Mayor's Report – Robert A. McCraight, Mayor

A. Revised - Wayne County Sub-Recipient Agreement for HUD CDGB program for 2021-2026 Project Years

B. Amended Employee Policy #17 (Non-Exempt Employees) and #18 (Exempt Employees)

C. Request to increase bid award to Demolition List 20-01 - Additional cost for abatement of hazardous materials

D. Piggyback on Sourcewell contract #110421-CMW Ditch Witch D10 Bore Machine

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

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 #: 22-18 for checks presented in the amount of $1,357,612.03.

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: **September 26, 2022**

Item No. A.
General Description: Approval of Agenda

Resolution No. ___________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

---

Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED UNANIMOUSLY — MOTION CARRIED — MOTION FAILED

City of Romulus

Minutes

Council Meeting Held: **September 26, 2022**

Item No. A.

General Description: Approval of Minutes from the Regular Meeting held on Monday, September 12, 2022, at 7:30 p.m.

Resolution No. __________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

---

Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

MINUTES OF THE REGULAR ROMULUS CITY COUNCIL MEETING

September 12, 2022

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

The meeting was called to order at 7:30 p.m. by Mayor Pro-Tem John Barden.

Pledge of Allegiance

Roll Call

Present: Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth, Eva Webb, Virginia Williams
Absent / Excused:

Administrative Officials in Attendance:
Robert McCraight, Mayor
Ellen L. Craig-Bragg, Clerk
Administrative Staff in Attendance:
Julie Wojtylko – Chief of Staff; Stephen Hitchcock – City Attorney; Maria Farris – Finance Director

1. Agenda

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

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

2. Minutes

A. **Res. #22-238** Moved by **William Wadsworth**, seconded by **Tina Talley** to approve the Minutes from the Regular Meeting held on Tuesday, September 6, 2022, at 7:30 p.m.

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

B. **Res. #22-239** Moved by **William Wadsworth**, seconded by **Tina Talley** to approve the Minutes from the Special Meeting - Executive Session held on Tuesday, September 6, 2022, at 6:45 p.m. to discuss pending legal matters.

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

3. Petitioner - NONE

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

Res. #22-240 Moved by **William Wadsworth**, seconded by **Virginia Williams** to adopt a resolution acknowledging Paul and Theresa Golembiewski's 60th Wedding Anniversary.

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

Merrie Druyor recognized and presented certificates to the young students who volunteered to water the senior gardens and the donated flower pots located in the historical park and downtown area.

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 – Robert A. McCraight, Mayor

State Representative Alex Garza and State Senator Erica Geiss presented a check in the amount of $1,000,000.00 (one million) to Mayor McCraight and the City of Romulus for Walkways and Sidewalk projects.

Res. #22-241 Moved by **Virginia Williams**, seconded by **Celeste Roscoe** to adopt resolutions for State Rep Alex Garza and State Senator Erika Geiss for their years of service to the residents of Romulus as State Legislative Representatives.

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

A. **Res. #22-242** Moved by **Eva Webb**, seconded by **Kathy Abdo** to concur with the Administration and authorize the Mayor and Clerk to enter into the Plante & Moran, PLLC - Professional Services Agreement for assistance with creating a revised version of the City's chart of accounts in compliance with the State of Michigan Uniform Chart of Accounts

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

B. **Res. #22-243** Moved by **William Wadsworth**, seconded by **Eva Webb** to concur with the Administration and authorize the Fiscal Year 21/22 encumbrances for capital outlay purchases and various city projects in the amount of $3,095,314.40 to be rolled over in the FY 2022/2023 budget and paid accordingly.

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

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

A. **Res. #22-244** Moved by **Celeste Roscoe**, seconded by **Virginia Williams** to approve the Study Session Request from Human Resources for Monday, September 26, 2022, at 6:00 p.m. to discuss employee matters.

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

7. Treasurer's Report – Stacy Paige, Treasurer

8. Public Comment - NONE

9. Unfinished Business - NONE

10. New Business - NONE

11. Warrant

A. Res. #22-245 Moved by **Kathy Abdo**, seconded by **Tina Talley** to approve Warrant #: 22-17 for checks presented in the amount of $1,857,052.27.

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

12. Communication

Councilmembers Abdo, Talley, Webb, and Williams commented and announced upcoming community activities and events.

13. Adjournment

Moved by **William Wadsworth**, seconded by **Celeste Roscoe** to adjourn the Regular Council Meeting at 8:29 pm

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 September 12, 2022.

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

City of Romulus

Petitioner

Council Meeting Held: **September 26, 2022**

Item No. A.

General Description: Rezoning Request: RZ-2022-002; Salvation Army (Romulus Development, LLC)

Resolution No. ___________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

---

Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

Romulus
Home of Opportunity

MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, Clerk

Date: September 26, 2022

Re: First Reading & Introduction to Zoning Map Amendment 1.258

It is requested that Council concur with the recommendation of the Planning Commission and approve the first reading and introduction of Zoning Map Amendment 1.258 for RZ-2022-002; Salvation Army as requested by Romulus Development, LLC to rezone 18.27 acres of property at 5931 Middlebelt Road, Parcel ID#80-002-99-0020-703, from R-M, Multiple-Family Residential to M-1, Light Industrial.

PLANNING DEPARTMENT MEMORANDUM

DATE: September 21, 2022

TO: Ellen Craig-Bragg, City Clerk

FROM: Carol Maise, City Planner

SUBJECT: RZ-2022-002; **Salvation Army Rezoning (Romulus Development LLC)**
Rezoning of 18.27 acres of property at 5931 Middlebelt from **R-M, Multiple-Family Residential** to **M-1, Light Industrial**

At a meeting held August 15, 2022 the Planning Commission considered a Zoning Map Amendment (rezoning) requested by Romulus Development, LLC for the former Salvation Army property at 5931 Middlebelt to rezone 18.27 acres of property from R-M, Multiple-Family Residential to M-1, Light Industrial. After holding a public hearing and discussion, the Planning Commission recommended **approval** of the rezoning request to the Romulus City Council.

Please find the attached Planning Department Summary Report to the City Council; MKSK (Planning Consultant) report to the Planning Commission dated August 11, 2022; and the use statement, ALTA survey, concept plan, and traffic study summary, for City Council consideration at their September 26, 2022 meeting.

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

RZ-2022-002; **Salvation Army (Romulus Development, LLC) Rezoning**

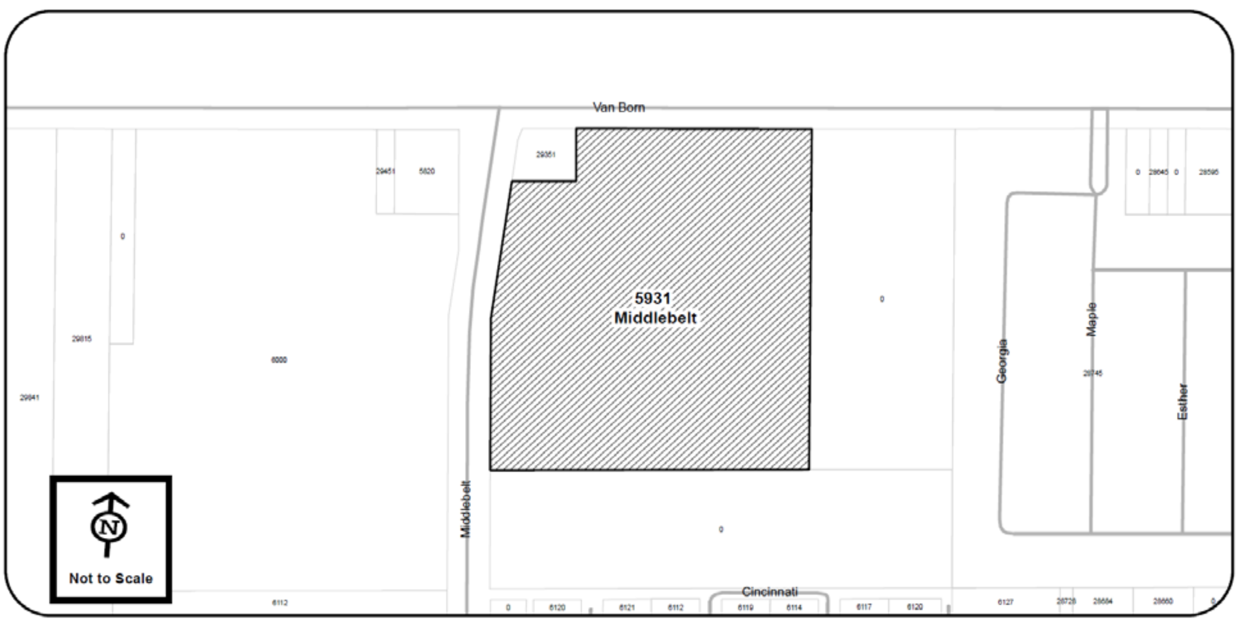
Issued by Carol Maise, City Planner

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

DATE:	September 21, 2022
SUBJECT:	RZ-2022-002; **Salvation Army (Romulus Development LLC) Rezoning**
LOCATION:	5931 Middlebelt (Parcel ID #80-002-99-0020-703)
TYPE OF REVIEW:	Zoning Map Amendment (Rezoning)
REQUEST:	To rezone 18.37 acres from **R-M, Mulitiple-Family Residential District** to **M-1, Light Industrial District**
APPLICANT:	Masoud Yono on behalf of Romulus Development, LLC

BACKGROUND

The applicant, Romulus Development, LLC is seeking a rezoning from R-M, Multiple-Family Residential to M-1, Light Industrial to allow for the redevelopment of the former Salvation Army property for light industrial uses. The property is located on the south side of Van Born Road and east side of Middlebelt Road. Surrounding zoning includes M-1, Light Industrial to the south and east and C-3, Highway Commerical at the corner of Van Born and Middlebelt Roads. The site was previous used as the Salvation Army Rehabiliation Center.



The rezoning application has been reviewed by the ARC committee including MKSK, the City's planning consultant. The Planning Commission held a public hearing on the rezoning request on August 15, 2022. There were no comments from the public at the hearing. The Planning Commission discussed intended use, redevelopment of the property, traffic generation; and wetlands.

PLANNING COMMISSION ACTION ON REZONING

At the August 15, 2022 meeting, after a public hearing and based on the findings for the City's rezoning criteria (*Section 23.04*) outlined in the MKSK report dated August 11, 2022, the Planning Commission took the following action:

MOTION by Frederick, support by Long, *to recommend* ***approval*** *to City Council RZ-2022-002; Romulus Development LLC – fka Salvation Army Property, 4931 Middlebelt, (Parcel # 80-002-99-0020-703), applicant Masoud Yono, Romulus Development LLC and Jim Butler, PEA Group, request for an amendment to the City of Romulus Zoning Map to rezone 18.37 acres from RM, Multiple Family to M-1, Light Industrial, with the following findings and conditions as listed in the August 11, 2022 MKSK review letter:*

1. *That in general, the application is generally consistent with the recommendations in the City's Master Plan.*
2. *The rezoning of the property is required to permit the proposed warehousing use which will include two adjacent parcels that are already zoned M-1.*
3. *Middlebelt Road and Van Born Road can support the proposed use. Sewer and water are also available to the site.*
4. *In future submittals for re-occupancy or redevelopment, truck traffic will be analyzed further to determine any necessary improvements associated with the proposed use and user.*
5. *Further study as part of the site plan approval process will be needed to evaluate the presence of regulated wetlands on the property and whether or not a mitigation/preservation plan should be included as part of the site plan submittal, to ensure that the wetlands are partially preserved and/or mitigated to another appropriate location.*

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

SUMMARY AND RECOMMENDATION

We respectfully recommend that the City Council make a motion to concur with the recommendation of the Planning Commission based on their findings and introduce and approve the first reading of RZ-2022-002; Salvation Army (Romulus Development, LLC) as follows:

> *"To* ***approve*** *the first reading of Zoning Map Amendment 1.258 for* ***RZ-2022-002; Salvation Army*** *as requested by* ***Romulus Development, LCC*** *to rezone 18.27 acres of property at 5931 Middlebelt Road, Parcel ID #80-002-99-0020-703, from R-M, Multiple-Family Residential to M-1, Light Industrial.*

Carol Maise

Carol Maise, City Planner

August 11, 2022

City of Romulus Planning Commission
c/o Carol Maise, City Planner
City of Romulus Planning Department
11111 Wayne Road
Romulus, Michigan 48174

MKSK
4219 Woodward Ave, Ste 305 Detroit, MI 48201

RE: RZ-2022-002; Romulus Development (fka Salvation Army)
Rezoning application to rezone **18.37 acres** from **RM**, Multiple-Family to **M-1**, Light Industrial at **5931 Middlebelt Road**, Parcel ID #80-002-99-0020-703

Dear Planning Commissioners,

At the City's request, we have reviewed the proposed Rezoning application for the above referenced application for 5931 Middlebelt Road (dated July 5, 2022). Keep in mind that while the application includes a concept plan, this is a rezoning application. The concept plan is intended to show how the site could be developed with the requested rezoning. But once rezoned, the property can be developed with any use permitted in the zoning district and with a different layout, as long as it meets the site plan and other city standards. Therefore, our report considers both the proposed use and the other uses permitted in the M-1 District. If the City Council approves the rezoning, the owner would then be required to submit a site plan for review and Planning Commission approval.

Background on the Zoning and Use of the Property and Surrounding Area: The rezoning submission is for an 18.37-acre site along Middlebelt Road and Van Born Road. The request intends to allow for the development of a warehousing facility that would include the requested parcel as well as two additional parcels to the east and south (totaling over 36 acres).

The subject property was rezoned to RM, Multiple-Family in 1993 from C-2, General Commercial and M-1, Light Industrial to accommodate the Salvation Army Rehabilitation Center that currently resides on the parcel. While currently not in operation, the Rehab Center included residential, a church, retail (thrift store), and a warehouse. While the warehouse building is present on the property, the use is not grandfathered and therefore cannot be reoccupied because the warehouse use was accessory to the residential component of the Rehab Center. The applicant desires to utilize the existing warehouse building for the short-term with future plans to construct two, 250,000 square foot warehouse buildings on the larger site (which includes the eastern and southern parcels as described earlier).

Figure 1: Site Location

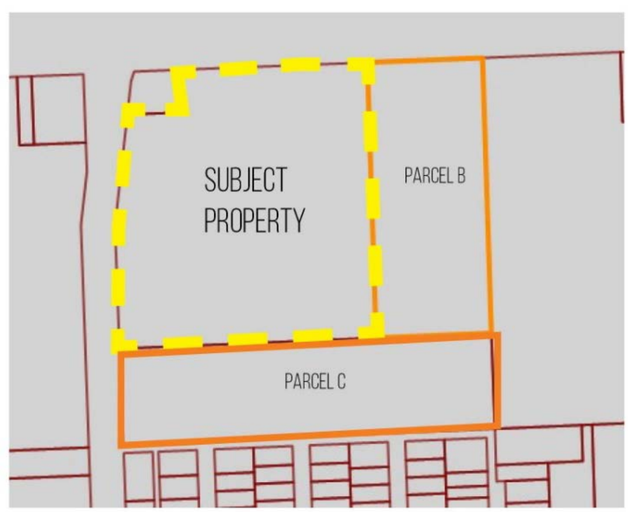


Figure 2: Adjacent Parcels

The subject parcel is currently zoned RM, Multiple Family. Surrounding zoning includes M-1, Light Industrial to the east, west, and south and a small parcel to the west that is zoned C-3 Highway Business. Van Born Road borders the City of Romulus and Westland in this vicinity; the parcels to the north of this site are zoned for Commercial in the City of Westland.

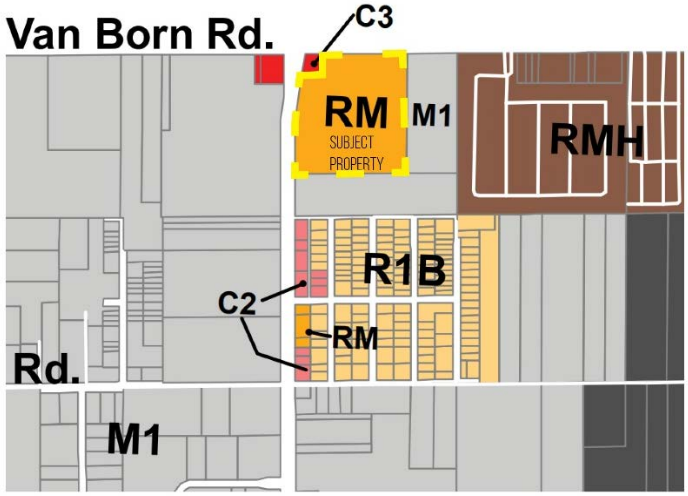


Figure 3: Zoning Map

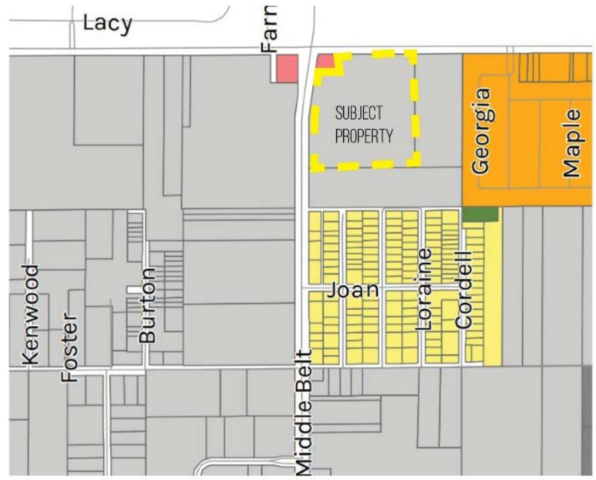


Figure 4: Future Land Use Map

Adjacent land uses include a large trucking logistics center to the west, some small commercial uses (gas station) and storage uses to the north, and then vacant, forested land to the east and south. When reviewing this in the context of the entire site that is planned to be developed (including the two adjacent parcels to the east and south), there are also some residential neighborhoods to the south of those parcels and a manufactured home area to the east.

The Future Land Use Map designates the subject property as **Light Industrial**, and also designates the adjacent parcels to the east and south (which are included in the concept plan) as **Light Industrial**.

CONSISTENCY WITH REZONING CRITERIA. Section 23.04 of the Zoning Ordinance lists the criteria for an amendment to the zoning map (i.e. a rezoning). Those standards are listed below with our related comments for this proposal. Please note that the standards listed in this report have been modified for brevity.

(1) Consistency with the goals, policies and Future Land Use Map of the City of Romulus Master Plan, including all applicable subarea and corridor studies. If conditions have changed significantly since the Master Plan was adopted, then consistency with recent development trends in the area and the overall intent and policies of the Master Plan shall be considered.

This rezoning request is consistent with the Master Plan as the Future Land Use Map identifies this property as Light Industrial. Light Industrial is a "*designation that serves a transition to less intensive uses…*" and "*operations for this category should be limited to light manufacturing and assembly…and industrial uses that have no adverse impact upon neighboring land uses*." Important site design and appearance expectations are required as part of the Zoning Ordinance to ensure greater compatibility adjacent to, or across from residential uses. Specifically, proper buffering and screening are required by the Zoning Ordinance (per Section 13.02) as part of a site plan to ensure that industrial uses are properly screened from residential areas.

This rezoning is consistent with several goals and objectives in the Master Plan. Under Land Use Goal No. 1 which states that "…a diversified and balanced mixture of land uses that will support the economic vitality, tax base, and livability of the city" is desired, one of the objectives further indicates that "designat[ing] areas for…light industrial…in proper locations to minimize impacts on remaining development" supports the higher level of market demand in the city for those types of uses.

In consideration of neighboring residential areas, the Master Plan further elaborates that light industrial areas "should have limited outdoor storage and limited distribution/trucking. Uses in this district must have less of an impact on surrounding uses and generate less truck traffic than the other industrial developments."

(2) Whether development under current zoning is impractical or less reasonable than requested or other zoning district given factors such as development trends and other factors.

The current zoning of the property (RM) does not permit warehousing type uses which is what is desired for the future principal use of this property (as well as adjacent parcels). The M-1 zoning designation permits this use outright, as long as the uses meet the zoning and site plan standards as set forth in the Zoning Ordinance. The current zoning designation of RM was put in place to accommodate a specific use (the Salvation Army Rehabilitation Center). Additionally, as shown on the Future Land Use Map, this property is intended to be designated for light industrial uses.

(3) Capability of the site's physical, geological, hydrological, and other environmental features to accommodate the host of potential uses allowed in the proposed zoning district based on the proposed concept plan.

The easterly southern portion of the proposed parcel to be rezoned includes part of a regulated wetland area as identified by Michigan Department of Environment, Great Lakes, and Energy (EGLE). The concept plan shows that the proposed two warehousing-type buildings (especially Building B) will significantly impact the regulated wetland area. Further study as part of the site plan approval process will be needed to evaluate the presence of regulated wetlands on the property and whether or not a mitigation/preservation plan should be included.

(4) Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, noise, density, nature of use, traffic impacts, aesthetics, infrastructure, impact on ability to develop adjacent properties under existing zoning, and potential influence on property values…and the
(8) Compatibility with the basic intent and purpose of the Zoning Ordinance.

The proposed M-1 Light Industrial zoning designation for this property permits industries that are typically more intense in use than the currently zoned RM zoning designation. Some of those permitted uses could have a greater impact on the property and to the surrounding area.

If the future development of the site includes the parcels to the east and south that are already zoned for M-1, consideration would need to be given for buffering between the adjacent residential uses to the south and east. Proper buffering and screening are required by the Zoning Ordinance (per Section 13.02) as part of a site plan to ensure that residents are not negatively impacted by proposed industrial uses.

(5) Capacity of city infrastructure and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety, and welfare of the City, and
(6) The extent to which traffic impacts can be accommodated to maintain at least a Level of Service D by the existing road system or programmed improvement.

While a trip generation study is not required at this site at this time, a preliminary examination was made based on anticipated trip generation numbers. It was determined that (even though the existing development does not fit perfectly into the standard ITE trip generation land uses) the proposed development will generate *fewer* trips than the existing development. Additional information was recently submitted and the trip figures provided in the Fishbeck correspondence are accurate. But industrial development will have a lot of trucks vs the multiple family (an occasional moving van and deliveries) so while the overall trips are less, the traffic impact may be greater with industrial development. In future submittals for reoccupancy or redevelopment, the truck traffic will need to be split out separately from the vehicle traffic as required by the Zoning Ordinance. Information on specific future tenants will also need to be considered.

(7) The apparent public need for the types of uses permitted in the requested zoning district in the City in relation to the amount of land in the City currently zoned to accommodate that need.

This criterion is intended to permit consideration of whether there is already sufficient available land zoned for this zoning district instead of rezoning additional property into this classification. While there are already other properties in the City of Romulus that can accommodate M-1 Light Industrial uses, this property in particular has previous history of being partially zoned for light industrial and was rezoned to RM to accommodate the current Salvation Army's Rehabilitation Center use. Additionally, immediate surrounding properties area already zoned for M-1, which is a reasonable zoning designation given the types of adjacent uses present adjacent to this site, but also along Middlebelt Road. Therefore, we believe the requested rezoning is consistent with this standard.

CONCLUSION: Given the factors and evaluation above, in terms of our review as community planners for the City, we **recommend that the Planning Commission recommend to City Council approval of the rezoning application** in consideration of the factors listed below. In forming its recommendation to the City Council, the Planning Commission should also consider reports from other departments/consultants, public comment at the Public Hearing, and information provided by the applicant.

1. That in general, the application is generally consistent with the recommendations in the City's Master Plan.
2. The rezoning of the property is required to permit the proposed warehousing use which will include two adjacent parcels that are already zoned M-1.
3. Middlebelt Road and Van Born Road can support the proposed use. Sewer and water are also available to the site.
4. In future submittals for reoccupancy or redevelopment, truck traffic will be analyzed further to determine any necessary improvements associated with the proposed use and user.
5. Further study as part of the site plan approval process will be needed to evaluate the presence of regulated wetlands on the property and whether or not a mitigation/preservation plan should be included as part of the site plan submittal to ensure that the wetlands are partially preserved and/or mitigated to another appropriate location.

I am available to respond to any questions you may have about this evaluation as a result of my comments or Planning Commission discussion.

Respectfully submitted,

Ann Marie Kerby

Ann Marie Kerby, AICP
Urban Planner, MKSK

1. Public Hearings

A. RZ-2022-002; Romulus Development LLC – fka Salvation Army Property

Applicant: Masoud Yono, Romulus Development LLC
Jim Butler, PEA Group

Request: A proposed amendment to the City of Romulus Zoning Map to rezone 18.37 acres from RM, Multiple Family to M-1, Light Industrial

Location: 5931 Middlebelt (Parcel # 80-002-99-0020-703)

(Action required: Recommend City Council approve, approve with conditions, deny or postpone action on the proposed rezoning (Zoning Map Amendment))

Jim Butler, PEA Group, Auburn Hills, was present on behalf of this request to rezone 18.37 acres located at 5931 Middlebelt from R-M, Multiple-Family, to M-1, Light Industrial. Jacob Bacall and Masoud Yono, Romulus Development LLC, were also present.

Mr. Butler made the following points:

- The current zoning of this parcel of R-M, Multiple-Family was due to a residential use that was previously proposed as a part of the prior Salvation Army development.
- The parcel is surrounded by parcels zoned M-1, which are currently owned by the applicant. The Future Land Use Map denotes the parcel as M-1. In order to potentially develop this parcel for industrial development, the applicant would like to rezone it to M-1.
- The M-1 zoning would have little impact to the surrounding area. Middlebelt and Van Born Roads are designed to handle an industrial use on this site. There are ample utilities available to accommodate an industrial use.

Mr. Butler concluded his remarks.

Noting that an affidavit of first class mail was on file, Chair Freitag opened the public hearing. Seeing that no public indicated they wished to speak, Chair Freitag closed the public hearing and brought the matter back to the Commission for discussion and/or a motion.

City Planner Maise explained that the warehouse building was not a "grandfathered" use because the warehouse was accessory to the residential component of the former Salvation Army Rehabilitation Center, and therefore it could not be re-occupied without the proper zoning. The applicant wanted to lease the warehouse building for the short-term, while they develop future plans for new construction on the site. If the property was rezoned, the re-occupancy permitting process could be handled administratively.

Engineering Consultant Katers explained that a traffic study wasn't required at this point. However, upon re-occupancy or upon a site plan being submitted for new construction, depending upon the tenant and/or use, a traffic study might be triggered.

Commissioner Glotfelty said he had been on site Sunday evening around 7:00pm and exiting the property was very difficult from both the Van Born and Middlebelt driveways, due to the traffic load that evening. He had also been surprised to see outdoor storage of automotive racks scattered throughout the site.

Mr. Bacall said the site was basically as it was when Romulus Development acquired it. They had not done much other than cleaning it up and cutting the weeds.

Chair Freitag said she had also been on site when there were lighting contractor vans there and the building door was open. She asked if the building was in use?

Mr. Bacall said someone checked on the building from the time to time.

In response to a further questions, Mr. Bacall said he had not personally talked with the Building Department about starting to use the site. A management company was currently taking care of the property. He did not know where the automotive racks had come from.

City Planner Maise said the Building Department would follow up regarding the outdoor storage of racks on the site; this would need to be resolved before this rezoning request went to City Council.

Regarding traffic, Commissioner Roscoe said there was significant road construction in the area, temporarily increasing the traffic on Middlebelt and Van Born.

Commissioner Crova noted that the property had been zoned C-2 General Commercial in 1993. To rezone it now to M-1 seemed appropriate.

In response to questions from Commissioners Long and Frederick, Mr. Bacall said he was not aware of any current residential use of the property. He did not have a timeline for demolition of the residential structure; the timeline would depend on potential warehouse interest in this location.

City Planner Maise said that residential use had been discontinued, and would not be allowed under M-1 zoning.

Commissioner Glotfelty spoke to the importance of conforming to the Master Plan guidelines that light industrial areas should have limited outdoor storage and limited distribution and trucking uses in this district, in order to have less of an impact on surrounding uses, and generate less truck traffic than other industrial developments. The City's interest needed to be protected in this regard.

City Planner Maise said traffic would be reviewed when the site plan was brought to the Commission as part of a site plan.

In response to comments from Chair Freitag, City Planner Maise said impact on surrounding wetlands would also be part of site plan review.

Commissioner Long asked how the rezoning would impact the use of the existing building. City Planner Maise explained that any proposed use would need to go through the permitting and re-occupancy processes.

MOTION by Frederick, support by Long, to recommend approval to City Council RZ-2022-002; Romulus Development LLC – fka Salvation Army Property, 4931 Middlebelt, (Parcel # 80-002-99-0020-703), applicant Masoud Yono, Romulus Development LLC and Jim Butler, PEA Group, request for an amendment to the City of Romulus Zoning Map to rezone 18.37 acres from RM, Multiple Family to M-1, Light Industrial, with the following findings and conditions as listed in the August 11, 2022 MKSK review letter:

1. That in general, the application is generally consistent with the recommendations in the City's Master Plan.
2. The rezoning of the property is required to permit the proposed warehousing use which will include two adjacent parcels that are already zoned M-1.
3. Middlebelt Road and Van Born Road can support the proposed use. Sewer and water are also available to the site.
4. In future submittals for re-occupancy or redevelopment, truck traffic will be analyzed further to determine any necessary improvements associated with the proposed use and user.
5. Further study as part of the site plan approval process will be needed to evaluate the presence of regulated wetlands on the property and whether or not a mitigation/preservation plan should be included as part of the site plan submittal, to ensure that the wetlands are partially preserved and/or mitigated to another appropriate location.

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

2. Old Business

None

3. New Business

A. SPR-2022-024; Xtra Lease Parking Lot Expansion

Applicant: John Mueller, Xtra Lease, LLC
Michael Brock, Hennessey Engineers, Inc.

Request: Site Plan Approval

Location: 28350 Beverly Road (Parcel # 80-001-99-0017-001)

Project: Parking lot expansion for trailer parking

(Action required: Approve, approve with conditions or deny site plan request)

Michael Brock, Hennessy Engineers, 13500 Reeck Road, Southgate, was present on behalf of this request for site plan approval for a parking lot expansion for trailer parking at 28350 Beverly Road. John Mueller, Xtra Lease, 7911 Forsyth Boulevard, St. Louis, was also present.

Mr. Brock made the following points:
- The property to the east of the subject parcel is developed as a trailer rental and leasing facility for Xtra Lease. Xtra Lease would like to purchase the 4.88 subject site, to the west of their existing property, to add trailer parking for their business. The trailers would all be empty.
- As indicated on their site plan, the new parcel will be paved and developed according to the new Wayne County stormwater management ordinance.
- Regarding landscaping, they were proposing a screening landscaped berm at the front and rear of the property. The rear would be heavily landscaped, to buffer from the residential development to the north.

- They would submit a revised landscape plan to address the deficiency in trees as noted in the review letters.

City of Romulus Rezoning Application

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

Project Name: Van Born and Middlebelt **Current Zoning:** RM **Requested Zoning:** M1

Property Address:
Parcel ID#'s: 80-002-99-0020-703

The property is located on the NORTH/SOUTH/EAST/WEST side of Van Born Road; between Middlebelt Road and Inkster Road.
Total Gross Acres: ~~36.78~~ 18.37
Existing Use of Property: Salvation Army

Project Information: ***This Section to be completed by City***
Case Number:
Date Submitted:
Planning Fee: **$700.00; +** Consultant Escrow: **$800**
Traffic Study Initial Review Fee: **$1000.00 (if applicable)**
Total Fee*:
Public Hearing Date:
Public Hearing Publish Date: ( )

Applicant Information:
Name: Romulus Development, LLC (Masoud Yono)
Street: 7486 Lakepoint Street
City: West Bloomfield
State: Michigan Zip: 48323
Phone: ( ) (248) 420-0729
E-mail Address msy87@aol.com

Property Owner Information:
Name: Romulus Development, LLC (Masoud Yono)
Street: 7486 Lakepoint Street
City: West Bloomfield
State: Michigan Zip: 48323
Phone: ( ) (248) 420-0729
E-mail Address msy87@aol.com

Project Description:
Existing Zoning: RM
Future Land Use Designation: M1
Proposed Zoning: M1
Brief Description of Rezoning Proposal: Rezoning to M1

Traffic Analysis:
- Is the project expected to have 50 or more peak hour directional trips per day? ☐ **YES** X **NO**
- Is the project expected to have 500 or more vehicle trips per day? ___ **YES** X **NO**

If **YES** answered above a Traffic Impact Analysis Study consistent with Section 23.02 (3) must be submitted with application and the required review fee.

Attachment Checklist:
Application information per Section 23.02 of the Zoning Ordinance must be provided at the time of submittal. Ten (10) copies are required for initial administrative (ARC) review; additional/revised copies will be required for Planning Commission and City Council review

X	Signed and notarized rezoning application	X	Legal Description copied on plans for entire area of rezoning
X	Proof of ownership; statement of applicant's interest in subject property	X	Written description of environmental characteristics of the site prior to development and following development (may also use aerial photo of site to accompany written analysis)
X	Written Justification for Rezoning on plans or as written attachment	N/A	Site illustration of the maximum development permitted under current zoning
X	Site analysis plan or aerial photograph at a scale not less than 1"=100', illustrating existing conditions on the site and adjacent properties within 200 feet.	N/A	Conceptual plan at a scale not less than 1"=100', demonstrating that the site could be developed with representative uses permitted in proposed rezoning
		N/A	Traffic Analysis if criteria met.

Applicant Acknowledgements: The applicant must acknowledge the following by initialing each statement.

- The applicant understands that the Planning Department shall schedule the Public Hearing date only after the application is found substantially complete and the proper sign and staking of the property is confirmed. MY **Applicant Initial**
- Applicant is required to obtain a **temporary sign permit** from the Building Department prior to placement of the sign on site.
- Applicant is required to submit a copy of the **temporary sign permit** to the Planning Department and notifying the Planning Department that the required sign has been installed and is ready for site inspection. MY **Applicant Initial**
- Applicant is required to remove **temporary sign** from property within three (3) days following the public hearing by the Planning Commission. MY **Applicant Initial**
- The applicant or the designated representative must be present at all meetings or the request may be tabled or no action taken due to lack of representation. MY **Applicant Initial**

Justification for Rezoning: Please address how the requested rezoning meets the following criteria:

1. *The requested rezoning is consistent with the goals, policies and Future Land Use Map of the City of Romulus Master Plan, including all applicable sub area and corridor studies. If conditions have changed since the Master Plan was adopted, explain how the requested rezoning is consistent with recent development trends in the area.*

   The rezoning to M1 is consistent with the future land use map

2. *Explain how development under the current zoning is impractical or less reasonable than the requested zoning or other zoning districts given factors such as demand v. supply, development trends, and other factors.*

   The current zoning RM will not allow for the development of an industrial use which the parcels immediately adjacent are zoned for (M1). Having all the pacels similarly zoned will allow for an orderly development of the subject parcel

3. *Are the sites's physical, geological, hydrological, and other environmental features capable of accommodating the potential uses allowed in the proposed zoning district based on the proposed concept plan.*

   The site is currently developed with two (2) existing buildings

4. *Are all the potential uses allowed in the proposed zoning district compatible with surrounding uses and zoning in terms of land suitability, impacts on the environment, noise density, nature or use, traffic impacts, aesthetics, infrastructure, impact on ability to develop adjacent properties under existing zoning, and potential influence on property values.*

   The potential uses in the M1 district compatible with the parcels immediately adjacent which are zoned for (M1). Any use proposed for the parcel would need to meet the zoning ordinance requirements for environment, noise, traffic and aesthetics. The development will increase the property values.

5. *Are the capacities of the City infrastructure and services sufficient to accommodate the uses permitted in the requested district without compromising the "health, safety, and welfare" of the City.*

   The parcel has access to existing utilities and adjacent roadways (Van Born and Middlebelt). Any use permitted in the M1 district should not compromise health, safety and welfare of the City.

6. *Explain the extent to which traffic impacts can be accommodated to maintain at least a level of service D by the existing road system or programmed improvement.*

   At this point there is no conceptual plan developed for the parcels, so traffic impacts are unknown

7. *Explain the apparent public demand for the types of uses permitted in the requested zoning district in the City in relation to the amount of land in the City currently zoned to accommodate the demand.*

   Industrial zoned land in the City of Romulus is currently in high demand

8. *Explain how the requested rezoning is compatible with the basic intent and purpose of the Zoning Ordinance.*

   The rezoning is consistent with the future land use map and is compatible with the parcels immediately adjacent which are zoned for (M1)

Statement of Rezoning Justification:

The subject parcel is currently zoned RM (Multi-Family). It is our understanding, the reason for the zoning of the subject parcel was to allow for a residential use as a part of the previously approval development. The subject parcel is surrounded by parcels that are zoned M1, which are owned by the applicant (80-002-99-0020-704 and -705). The City of Romulus Future Land Use Plan denotes the subject parcel as M1 zoning. In order to develop in the future, the applicant would like to rezone the subject parcel from RM to M1 to allow for a larger industrial development. The existing uses along Van Born and Middlebelt are primarily industrial.

The proposed use of this property will generate little to no impact to the area. Middlebelt Road and Van Born Road are designed to accommodate an industrial use and there is ample sanitary sewer, water main, gas and electric to accommodate the industrial use.

Since the requested rezoning of the subject parcel is consistent with the City of Romulus Future Land Use Map, we respectfully request favorable consideration to the rezoning of the subject parcel from RM to M1

39500 MacKenzie Drive, Suite 100
Novi, Michigan 48377

248.324.2090 | fishbeck.com

Memo

TO: James Butler, PE – PEA Group

FROM: Jill Bauer, PE, PTOE

DATE: August 3, 2022 **PROJECT NO.:** 220691

RE: Trip Generation Comparison – Middlebelt Road and Van Born Road

The City of Romulus has requested a comparison of the trip generation potential between the existing zoning RM (Multifamily Housing) and the proposed zoning M-1 (Light Industrial) of parcel number 80-002-99-0020-703 located in the southeast corner of the Middlebelt Road and Van Born Road intersection.

Using the information and methodologies specified in the latest version of Trip Generation (Trip Generation Manual, 11th Edition, 2021), Fishbeck forecast the weekday a.m. and p.m. peak hour trips associated with the existing RM zoning and the proposed M-1 zoning.

The magnitude of each zoning was determined by calculating the allowed building coverage of the approximate 20-acre parcel. For the multifamily housing, the zoning ordinance allows 30 percent site coverage, which is 6 acres. The ordinance further allows 15 dwelling units per acre resulting in 90 dwelling units. For the light industrial, the zoning ordinance allows 35 percent site coverage, which is 7 acres or approximately 305,000 square foot (sft).

Table 1 presents the resulting trip generation comparison for the maximum allowed building coverage for the existing RM zoning and proposed M-1 zoning. Refer to the attached calculations for additional details related to the trip generation.

Table 1 – Trip Generation Comparison - Parcel

ITE Land Use	Land Use Code	Units		a.m. Peak Hour			p.m. Peak Hour			Weekday
				In	Out	Total	In	Out	Total	
RM (Multifamily Housing)										
Multifamily Housing (Low-Rise)	220	90	DU	12	39	51	37	22	59	652
M-1 (Light Industrial)										
Warehousing	150	305,000	SFT	46	14	60	18	45	63	520
Difference in Driveway Trip Potential				**+34**	**-25**	**+9**	**-19**	**+23**	**+4**	**-132**

DU = dwelling unit
SFT = square foot

Overall, for a weekday, proposed warehousing is expected to generate 132 less trips than the multifamily housing. The proposed warehousing is expected to generate 9 more trips in the a.m. peak hour and 4 more trips in the p.m. peak hour than the multifamily housing.

Once rezoned, it is understood that 3 parcels (numbers 80-002-99-0020-703, 80-002-99-0020-704, and 80-002-99-0020-705) will be combined to allow for two 250,000 sft warehouse buildings on the combined sites. Using the information and methodologies specified in the latest version of Trip Generation (Trip Generation Manual, 11th Edition, 2021), Fishbeck forecast the weekday a.m. and p.m. peak hour trips associated with the proposed development. Additionally, Fishbeck forecast the trips associated with the parcels developed as zoned.

Table 2 presents the resulting trip generation for the proposed development compared to the resulting trip generation for the maximum allowed building coverage for the existing parcels as zoned. Refer to the attached calculations for additional details related to the trip generation.

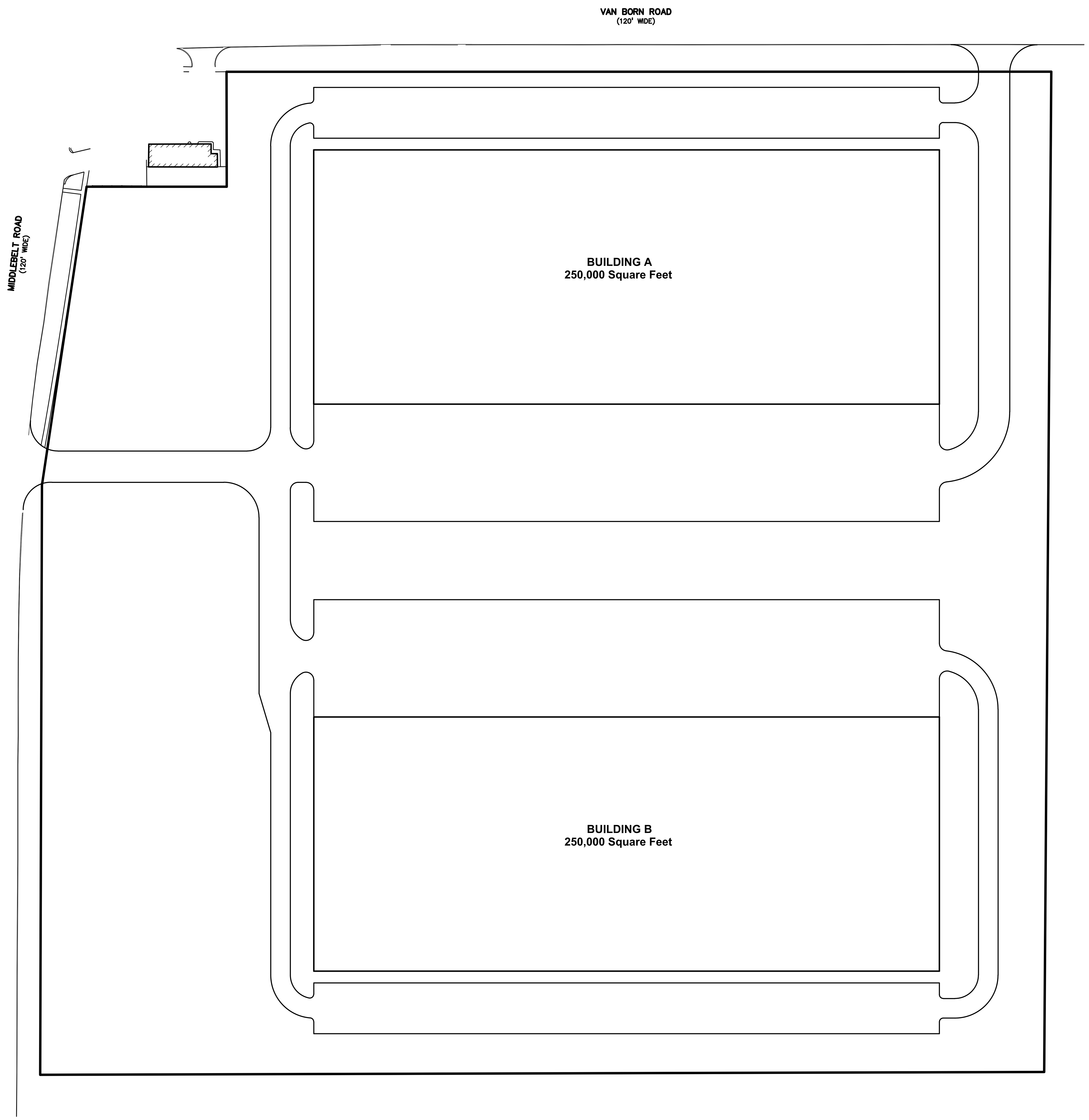
Table 2 – Trip Generation Comparison – Proposed Development

ITE Land Use	Land Use Code	Units		a.m. Peak Hour			p.m. Peak Hour			Weekday
				In	Out	Total	In	Out	Total	
Existing Zoning										
Multifamily Housing (Low-Rise)	220	90	DU	12	39	51	37	22	59	652
Warehousing	150	305,000	SFT	46	14	60	18	45	63	520
Total New Trips				58	53	111	55	67	122	1,172
Proposed Zoning										
Warehousing	150	500,000	SFT	64	20	84	24	62	86	828
Difference in Driveway Trip Potential				**+6**	**-33**	**-27**	**-31**	**-5**	**-36**	**-344**

DU = dwelling unit
SFT = square foot

Overall, for a weekday, the proposed development is expected to generate 344 less trips than the parcels developed as zoned. The proposed development is expected to generate 27 less trips in the a.m. peak hour and 36 less trips in the p.m. peak hour than the parcels developed as zoned.

Attachments
By email



PRELIMINARY

PEA GROUP

TROY ■ WASHINGTON TWP
BRIGHTON ■ DETROIT
LANSING
HOUSTON, TX
t: 844.813.2949
www.peagroup.com

NORTH
SCALE: 1" = 80'

CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CLIENT

Romulus Development, LLC
PO BOX: 252451
WEST BLOOMFIELD, MICHIGAN 48325

PROJECT TITLE

SEC MIDDLEBELT AND VAN BORN
ROMULUS, MICHIGAN

REVISIONS

-	-

ORIGINAL ISSUE DATE:
JULY 25, 2022

DRAWING TITLE

CONCEPTUAL SITE PLAN

PEA JOB NO.	2022-0073
P.M.	JPB
DN.	JPB
DES.	JPB

DRAWING NUMBER:
C-1.0

SCHEDULE "B" ITEMS

6. STORM SEWER AGREEMENT IN FAVOR OF THE CITY OF ROMULUS, RECORDED IN LIBER 28217, PAGE 738. APPLIES & EFFECTS, COVERS STORM SEWER IN MIDDLEBELT ROAD RIGHT OF WAY.

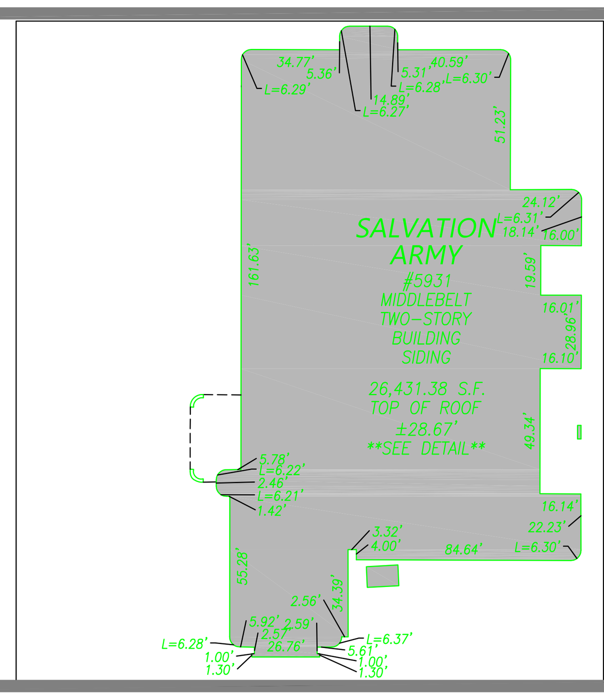
7. AGREEMENT FOR STORM WATER RETENTION AND DISCHARGE RESTRICTION SYSTEM IN FAVOR OF THE CITY OF ROMULUS, RECORDED IN LIBER 28217, PAGE 756 AND LIBER 28217, PAGE 761. APPLIES & EFFECTS, PLOTTED AS SHOWN.

8. STORM WATER RETENTION AND DISCHARGE RESTRICTION SYSTEM AGREEMENT, RECORDED IN LIBER 28442, PAGE 716. APPLIES & EFFECTS, PLOTTED AS SHOWN.

9. RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: THE DETROIT EDISON COMPANY, A MICHIGAN CORPORATION
RECORDING NO: LIBER 29028, PAGE 305. APPLIES & EFFECTS, PLOTTED AS SHOWN.

#5931 DETAIL:

SCALE: 1"=60'

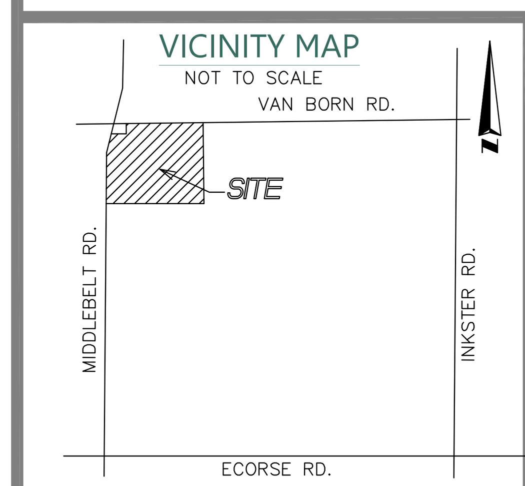


STATEMENT OF ENCROACHMENTS

ADJOINING CONC. CURB & GUTTER WITH ASPHALT SURFACE AS NOTED; SEE PLAN FOR DETAIL

VICINITY MAP

NOT TO SCALE



LAND AREA

TOTAL AREA
1,602,265.19 SQ. FT.

36.783 ACRES

PARKING STALLS

HANDICAP= 6 REGULAR= 96
TOTAL= 102

BEARING BASIS

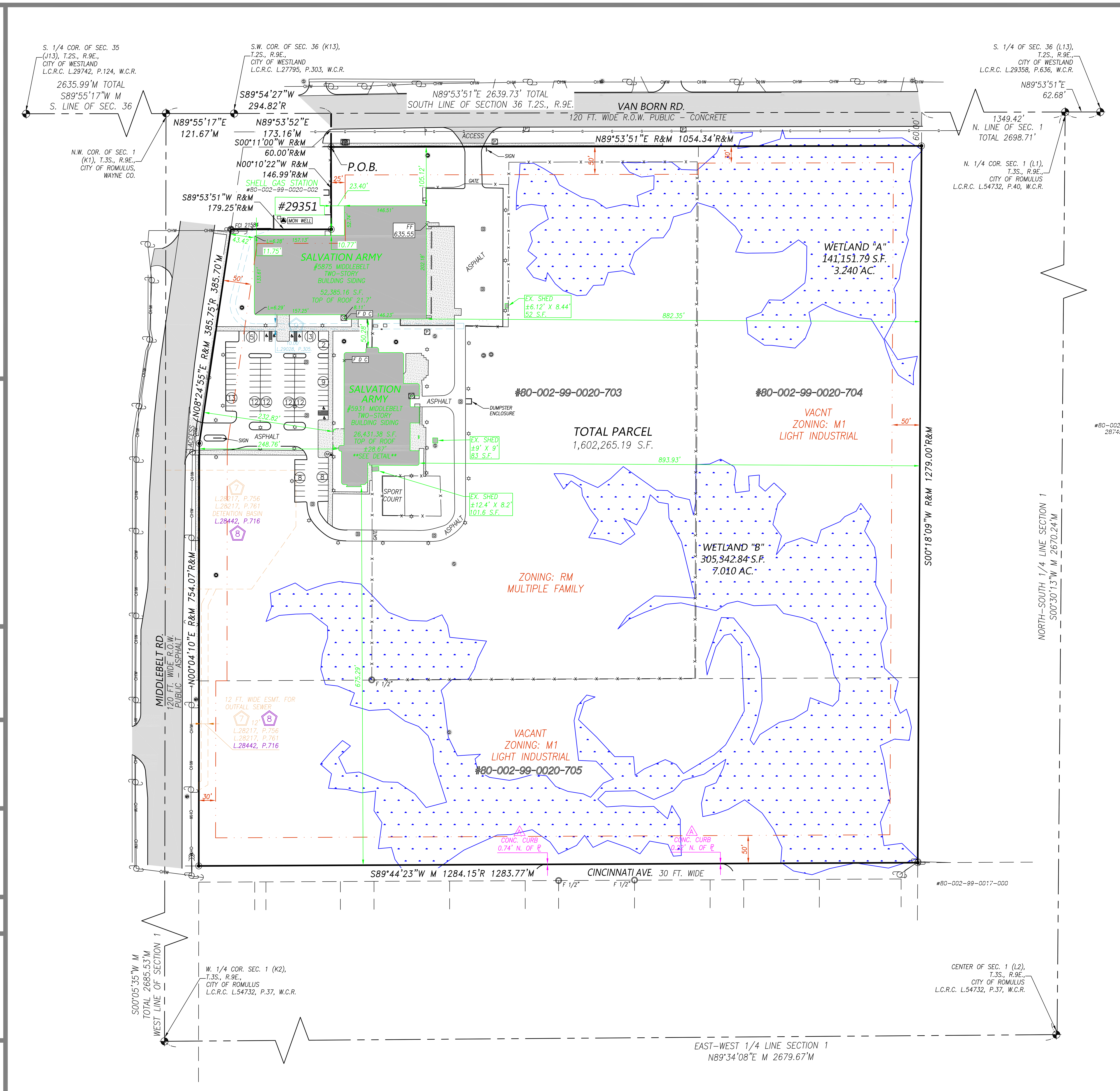
THE NORTH LINE OF SECTION 1 PER DESCRIPTION (N89°53'51"E)

FLOOD NOTE

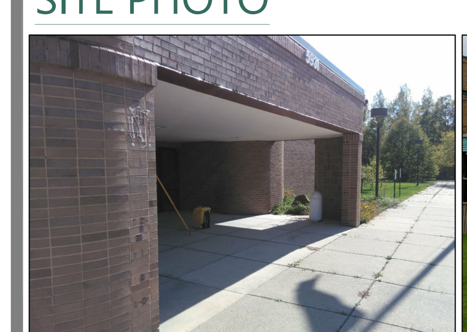
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, MAP NUMBER 26163C0240F, WHICH BEARS AN EFFECTIVE DATE OF 12/3/2013, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

LEGEND

- FOUND IRON – FCI (FOUND CAPPED IRON), FI (FOUND IRON), FIP (FOUND IRON PIPE)
- SET IRON – SCI#55923
- R RECORD DISTANCE
- M MEASURED DISTANCE
- EXISTING WATERMAIN
- EXISTING OVERHEAD WIRES
- EXISTING WIRE FENCE
- EXISTING VINYL FENCE
- EXISTING STORM SEWER
- EXISTING UTILITY PED
- EXISTING LIGHT POLE
- EXISTING STREET SIGN
- EXISTING UTILITY POLE
- EXISTING GATE VALVE
- GUY WIRE
- C.O. EXISTING CLEAN OUT
- HVAC.= HEATING VENTILATION, A/C
- SQ. FT., S.F.= SQUARE FEET
- MONITORING WELL
- 6 PARKING COUNT
- EXISTING HYDRANT
- EXISTING WELL
- EXISTING SANITARY STRUCTURE
- EXISTING STORM STRUCTURE
- EXISTING STORM CATCH BASIN
- EXISTING MANHOLE (UNKNOWN)
- EXISTING CONCRETE
- EXISTING ASPHALT
- EXISTING BUILDING
- DOOR MAN DOOR
- G GAS METER
- E ELEC. METER
- C CHARGING STATION



SITE PHOTO



JOB NUMBER: 21-133
SCALE: 1" = 100'
DRAWN BY: G.H.R.
APPROVED BY: B.G.R.

SCALE: 1" EQ.100'

SHEET 1 OF 1

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROMULUS, COUNTY OF WAYNE, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PART OF THE NORTHWEST 1/4 OF SECTION 1, TOWN 3 SOUTH, RANGE 9 EAST, CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A POINT ON THE SOUTH LINE OF VAN BORN ROAD (120 FEET WIDE), DISTANT N.89°53'51"E., 294.82 FEET AND S.00°11'00"E., 60.00 FEET FROM THE NORTHWEST CORNER OF SECTION 1 AND PROCEEDING THENCE N.89°53'51"E., 1054.34 FEET ALONG SAID SOUTH LINE OF VAN BORN ROAD; THENCE S.00°18'09"W., 1279.00 FEET; THENCE S.89°44'23"W., 1284.15 FEET TO THE EAST LINE OF MIDDLE BELT ROAD (120 FEET WIDE); THENCE N.00°04'10"E., 754.07 FEET ALONG THE EAST LINE OF MIDDLE BELT ROAD; THENCE N.08°28'19"E., 385.75 FEET; THENCE N.89°53'51"E., 179.25 FEET; THENCE N.00°10'22"W., 146.99 FEET TO THE POINT OF BEGINNING.

APN: 80–002–99–0020–703, 80–002–99–0020–704, 80–002–99–0020–705

ZONING DATA

NO ZONING REPORT PROVIDED

ITEM	REQUIRED	OBSERVED
PERMITTED USE	RM – MULTIPLE FAMILY (BUILDING SITE) M–1 – LIGHT INDUSTRIAL (VACANT)	COMMERCIAL BUILDING
MINIMUM LOT AREA	12,000 S.F. (RM)	1,602,265.19 S.F.
MINIMUM FRONTAGE	N/A (RM)	1054.34 FT.
MINIMUM LOT WIDTH	100'(RM)	1054.34 FT.
MAX BUILDING COVERAGE	30%(RM)	4.93%
MAX BUILDING HEIGHT	35' – 3 STORIES (RM)	28.67'
MINIMUM SETBACKS		
FRONT	50' (RM)	43.42'
SIDE	25' (RM) – 50'(M1)	10.77'
REAR	20' (RM) – 50'(M1)	882.35'
PARKING REQUIREMENTS		

TITLE COMMITMENT INFORMATION

THE PROPERTY HEREON DESCRIBED IS THE SAME AS THE PERTINENT PROPERTY AS DESCRIBED IN FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 42925MI–508–508–JKO WITH AN EFFECTIVE DATE OF DECEMBER 23, 2020 AT 8:00 A.M.

GENERAL NOTES

1. NO UNDERGROUND UTILITIES ARE SHOWN ON THIS SURVEY, ONLY ABOVE GROUND VISIBLE EVIDENCE OF UTILITIES ARE SHOWN.
2. ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO: UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, SERVITUDES, AND ENCROACHMENTS ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
3. THIS SURVEY MEETS OR EXCEEDS THE SURVEY STANDARDS/STANDARDS OF CARE AS SET FORTH IN SECTION 3 OF THE 2021 ALTA/NSPS SURVEY REQUIREMENTS.
4. THE SUBJECT PROPERTY HAS ACCESS TO VAN BORN ROAD AND MIDDLEBELT ROAD, BOTH ARE PUBLIC STREETS OR HIGHWAYS.
5. THERE IS NO VISIBLE EVIDENCE OF CEMETERIES ON SUBJECT PROPERTY.
6. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
7. THE PARCEL CONTAINED IN THE LEGAL DESCRIPTION ARE CONTIGUOUS WITHOUT ANY GAPS, GORES OR OVERLAPS.
8. BUILDING AREAS SHOWN HEREON ARE FOR THE FOOTPRINT OF THE BUILDING ONLY.
9. NO APPARENT CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED, AND AVAILABLE FROM THE CONTROLLING JURISDICTION. NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
10. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A MICHIGAN/SEAL OF A LICENSED SURVEYOR AND MAPPER. ADDITIONS AND DELETIONS TO SURVEY MAPS, SKETCHES, OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
11. WETLANDS WERE DETERMINED AND SHOWN. NO ATTEMPT WAS MADE TO DETERMINE OTHER ENVIRONMENTAL ISSUES, UNLESS OTHERWISE NOTED.

REVISION HISTORY

DATE	BY:

ALTA/ACSM LAND TITLE SURVEY

PROJECT NAME
THE SALVATION ARMY
5875 AND 5931 MIDDLEBELT ROAD
WAYNE COUNTY ROMULUS, MI 48174

SURVEYOR'S CERTIFICATE

TO: ROMULUS DEVELOPMENT, LLC, OBO AN ENTITY TO BE FORMED, SALVATION ARMY, AN ILLINOIS CORPORATION AND FIDELITY NATIONAL 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 2021 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, 6A, 6B, 7A, 7B1, 7C, 8, 9, 11, 13, 14, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON OCTOBER 18, 2021.

DATE OF PLAT OR MAP: NOVEMBER 16, 2021

STATE OF MICHIGAN BRADLEY GEORGE REICHERT PROFESSIONAL SURVEYOR NO. 4001055923 LICENSED PROFESSIONAL SURVEYOR

Bradley G Reichert 10/26/21

REGISTERED SURVEYOR: BRADLEY G. REICHERT DATE
PROFESSIONAL LAND SURVEYOR NO.: 4001055923
STATE OF MICHIGAN

REICHERT SURVEYING INC.
140 Flumerfelt Lane - Rochester, MI 48306
P 248.651.0592 F 248.656.7099 Mail@ReichertSurveying.com

City of Romulus

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

Council Meeting Held: **September 26, 2022**

Item No. A.

General Description: Approval of the Chairperson's Report

Resolution No. __________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

---

Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED UNANIMOUSLY　　MOTION CARRIED　　MOTION FAILED

City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **September 26, 2022**

Item No. A.

General Description: Revised - Wayne County Sub-Recipient Agreement for HUD CDGB program for 2021-2026 Project Years

---

Resolution No. __________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

---

Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	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 Robert A. McCraight

SUBJECT: Revised-Wayne County Sub-Recipient Agreement for HUD Community Development Block Grant (CDBG) program with Wayne County for 2021-2026 CDBG project years

DATE: September 20, 2022

I concur with the recommendation of Maria Lambert, CDBG Director and legal counsel, and respectfully request City Council's approval of the revised sub-recipient agreement with Wayne County, for HUD Community Development Block Grant (CDBG) for the FYs 2021 to 2026.

Motion by______________, supported by _______________, to concur with the administration and approve the revised sub-recipient agreement with Wayne County, for HUD Community Development Block Grant (CDBG) for the FYs 2021 to 2026.

City of Romulus

Memo

To: Mayor Robert McCraight, Clerk Ellen Craig-Bragg and City Council

From: Maria Lambert, Director of Resident Services/CDBG Director

Subject: ***Revised***-Wayne County Sub-recipient Agreement for HUD Community Development Block Grant (CDBG) program with Wayne County for ***2021-2026 CDBG project years***

Date: September 8, 2022

This revised sub-recipient agreement with Wayne County, Community Development Block Grant (CDBG) for the FYs 2021 to 2026 was reviewed and approved by our City Attorney, Steve Hitchcock.

This annual agreement with the County-wide CDBG program was not sent to us earlier. The agreement that was recently sent to us for the 2021 allocations included another municipality's contract number and we were waiting for the revisions. Since those were made, I am respectfully requesting City Council's approval of this revised agreement so we may deliver it to Wayne County as soon as possible.

We have recently received a letter informing us that we were awarded the 2022 allocations for Senior Services and for a portion of the Brandt Road reconstruction. The new sub-recipient agreement for this year will be sent by Wayne County very soon and will also need approval.

I will be available for questions, or I may be reached before the meeting at (734) 955-4533.

SUBRECIPIENT AGREEMENT FOR

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

BETWEEN THE

CHARTER COUNTY OF WAYNE

AND

CITY OF ROMULUS

Term July 1, 2021 through June 30, 2026

Catalog of Federal Domestic Assistance (CFDA)
14.218 Community Development Block Grants/Entitlement Grants

THIS SUBRECIPIENT AGREEMENT (“the “ Agreement”) is made effective as of the 1st day of July, 2021, by and between the Charter County of Wayne, acting through the Community Development Department a Division of the Economic Development Department whose address is the Guardian Building, 500 Griswold, Detroit, Michigan 48226 (hereinafter referred to as the “Recipient or County”) and the **City of Romulus, whose address is 12600 Wayne Road, Romulus MI 48174 (the “Subrecipient”).**

Mutual Understandings

A. Wayne County has entered into an agreement with the U.S. Department of Housing and Urban Development (“**HUD**”) to be the recipient of Community Development Block Grant (“**CDBG**”) Funds as an “Urban County” pursuant to the Housing and Community Development Act of 1974, as amended (the **“Act**”), Wayne County will receive these Funds to effect the purposes of its CDBG Program, pursuant to which it will make grants to eligible subrecipients to engage in community development activities.

B. The Subrecipient has applied to the Recipient for a grant pursuant to the CDBG Program to provide financing for specific activities outlined in an application submitted to the Recipient for the HUD Program Year 2021 starting July 1, 2021 (“Program Year”).

C. The Subrecipient may apply to the Recipient for additional grant Funds pursuant to the CDBG Program that are approved by the Wayne County Community Development Division for specific CDBG-eligible activities as Funds are available.

D. Both the Subrecipient and the Recipient (**“Parties**”) by entering into this Agreement are bound in accordance with 24 CFR Part 570.503,

E. The Work to be performed under this Agreement must be completed within eighteen (18) months of July 1 of the respective HUD Program Year unless otherwise extended through the Recipient's administrative review process.

F. The Parties are entering into this Agreement to memorialize the terms and conditions under which the grant will be made and administered.

G. The exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement.

Section 1

Definitions

In addition to the words and terms elsewhere defined in this Agreement and the exhibits hereto, the following words and terms as used in this Agreement shall have the following meanings for the purposes of this Agreement unless the context or use indicates another or different meaning or intent. Furthermore, any definition that conflicts with a definition as provided for in any laws, rules, and regulations applicable to Community Development Block Grants and a specific context shall supersede the definition or portion of the definition that conflicts below:

1.01 “**Agreement**” means this document in its final form, including all exhibits, as executed by the County and Subrecipient.

1.02 **“CDBG**” means Community Development Block Grant pursuant to the Housing and Community Development Act of 1974, as amended.

1.03. “**CDBG Funds**” means Community Development Block Grant Funds made available to the County pursuant to the Housing and Community Development Act of 1974, as amended for the purpose of dispensing these Funds for eligible CDBG Activities under this Agreement. **The CDBG Funds contemplated for this Agreement are $20,000 (Twenty Thousand Dollars).**

1.04. **“City**” means the following:

(i) Any unit of general local government located in Wayne County that is classified as a municipality by the Unites States Bureau of the Census, or

(ii) Any other unit of general local government located in Wayne County that is a town or township.

1.05. **"Closing** or **Closing Date**" shall mean the date and time, which shall be mutually agreed upon by the Subrecipient and the County, at which the Subrecipient shall execute this Agreement and any other documents deemed necessary by the County in connection with this transaction and Project.

1.06. “**Contractor"** shall mean an entity or person paid with CDBG Funds in return for a specific service (e.g., construction, program management). Contractors must be selected through a competitive procurement process by the Subrecipient unless otherwise noted in this Agreement.

1.07. "**Counsel"** shall mean a person admitted to practice law in the State of Michigan and who may be the legal advisor for the County or the Subrecipient.

1.08. **“LMA**” shall mean low and moderate income area benefiting all residents of a primarily residential area in which at least 51% of the residents have incomes at or below 80% of area income.

1.09. **”LMI**” shall mean low and moderate income.

1.10. “**LMH**” shall mean low and moderate housing activities that will be occupied by a household whose income is at or below 80% of area median income.

1.11. **“LMC**” shall mean low and moderate limited clientele activities whose income is at or below 80% of area median income.

1.12 **“LMJ**” shall mean low and moderate job creation and retention LMI benefit national objective addresses activities designed to create or retain permanent jobs, at least 51 percent of which will be made available to or held by LMI persons.

1.13. **“Program Income”** means revenue (i.e., gross income) received by a state, unit of general local government, or Subrecipient that is directly generated from the use of CDBG Funds.

1.14. “**Program Manager**” means the Wayne County staff person currently managing the Wayne County CDBG program.

1.15. **“Recipient**” or “**County”** shall mean the County of Wayne, Michigan.

1.16 **“Records”** shall mean all records, data, notes, reports, discs, and documents in whatever format related to this Agreement and the Work under this Agreement and as further defined in Section 5 of this Agreement.

1.17. **"Regulations**" shall mean the regulations relating to the CDBG Program promulgated by HUD.

1.18. “**Rehabilitation”** shall mean any rehabilitation of residential property to the extent necessary to comply with applicable laws, codes, and other requirements relating to housing safety, quality and habitability, in order to sell, or redevelop such homes and properties. Rehabilitation may include improvements to increase the energy efficiency or conservation of such homes and properties or provide a renewable energy source for such homes and properties.

1.19. **“Subrecipient”** shall mean the **City of Romulus**, a unit of local government or municipality that the County has awarded CDBG Funds to perform eligible activities under the CDBG Program.

Section 2

Statement of Purpose and Eligible Activities of the Housing and Community Development Act

2.01 CDBG Objective

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the community development program of each grantee, is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. By executing this Agreement the Subrecipient agrees with the Recipient to provide housing and community development activities in accordance with the objectives of the Act.

2.02 Compliance With CDBG Eligible Activity Requirements

The Subrecipient will be responsible for administering the CDBG Program in a manner satisfactory to the County and consistent with any standards as a condition of providing these Funds. The following is a list of eligible activities for CDBG under this Agreement:

Public services. Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the

State in which it is located) in the 12 calendar months before the submission of the action plan;

2.03 **National Objectives.**

Each eligible activity funded with CDBG Funds must meet one of the three national objectives:

1. Benefits low and moderate income persons

a. (LMA) Area Benefit -- activity provides benefit to area where at least 51% of residents receive low- to moderate-incomes:

1) Area is primarily residential and activity meets LMI needs.
2) Income levels are documented by Census or an approved substitute.
3) Exceptions apply under special circumstances.

b. (LMC) Limited Clientele -- activity benefits a limited number of persons who are at least 51% (LMI) Low and Moderate Income:

1) Persons are presumed to be LMI (abused children, elderly, homeless).
2) Assistance is for LMI persons owning or developing microenterprises.
3) Activity is a job training or placement activity. (Conditions do apply.)

c. (LMH) Housing -- activity provides or improves residential structures to be occupied by LMI persons:

1) At least 51% of units must be occupied by LMI.
2) Exceptions to the 51% rule are possible under limited circumstances.

d. (LMJ) Jobs -- activity creates or retains jobs:

1) At least 51% of the jobs must be held by or available to LMI persons.

2. Aids in the prevention or elimination of slums or blight

The area in which the activity occurs must be designated as slum or blighted. The following tests apply:

a. The delineated area in which the activity occurs must meet a definition of a slum, blighted, deteriorated or deteriorating area under state or local law;

b. The area must also meet either one of the two conditions specified below:
   1) At least 25 percent of the properties throughout the area exhibit the following:
      i. Physical deterioration of buildings/improvements;
      ii. Abandonment of properties;
      iii. Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings;
      iv. Significant declines in property values or abnormally low property values relative to other areas in the community; or
      v. Known or suspected environmental contamination. •
   2) Public improvements throughout the area are in a general state of deterioration.

c. Documentation must be maintained by the State on the boundaries of the area and the conditions that qualified the area at the time of its designation. The designation of an area as slum or blighted must be re-determined every 10 years for continued qualifications

3. Meets a need having a particular urgency (referred to as urgent need).

1) Conditions are a serious and immediate threat to health and welfare and are of recent origin
2) It cannot fund activity on its own as other sources of money are unavailable.

Section 3

<u>Statement of Work/Budget, Payment Guidelines, and Due Diligence Requirements</u>

3.01 <u>Description of Work and Deadlines</u>

The term of this Agreement is July 1, 2021 to June 31, 2026. The work to be performed for the eligible CDBG activities under this Agreement is set forth in the attached Appendix A (“Work”) and shall, at the election of Recipient, also conform to any submittals (i.e. RFPs or applications) by Subrecipient to Recipient in the process of receiving the CDBG Funds. Any Work shall be completed on or before eighteen (18) months from July 1 of the respective HUD Program Year unless otherwise extended through Recipient's approved modification process. The Subrecipient agrees that this deadline may be unilaterally shortened by the Recipient, at the Recipient's sole discretion, if a more expeditious schedule is required for the Recipient to comply with any HUD regulations, including, but not limited to, 24 CFR 570.902.

3.02 <u>CDBG Activity Description</u>

The description of each CDBG activity shall be in sufficient detail as to provide a sound basis for the Recipient to effectively monitor performance under this Agreement. Such description will, at minimum, allow for a clear understanding of the need and benefit of the activity and the proposed eligible activity and National Objective. Recipient may ask for a written clarification of the work and CDBG activity at any time during this Agreement before making a payment under this Agreement. If such clarification does not reasonably indicate compliance with CDBG standards, Recipient will not be required to release any payment until a sufficient clarification is provided. The Subrecipient shall submit to the Recipient a budget covering the costs for the CDBG eligible activities.

3.03 <u>Transfer or Reallocation</u>

During the term of this Agreement, Subrecipient may transfer or reallocate the budget covering costs between different eligible activities that were originally set up in the application. However, if an activity was not set up in the original application, then Subrecipient must follow the rules for public hearings to add such new activity. All transfers of eligible activities are limited to transfer within the CDBG Program only and with consent from the County.

3.04 <u>Payment Restrictions</u>

It is expressly agreed and understood that the total amount to be paid by the Recipient under this Agreement shall not exceed the CDBG Funds amount **<u>actually awarded and received by Recipient</u>** for this Agreement as specifically noted in Section 1 (Definitions) of this Agreement. It is also expressly agreed and understood that all amounts allocated hereunder to the Subrecipient by the Recipient shall be on a reimbursement basis for monies already spent by the Subrecipient on approved (or pre-approved in writing if required by 2 CFR 200.407) eligible activities for projects meeting National Objectives. Subrecipient shall have no claim for detrimental reliance or otherwise for expenses it incurs for ineligible activities or projects not meeting National Objectives as interpreted by HUD or for claims for funds that have not been actually awarded to Recipient. All requests for payment reimbursements shall be submitted on a monthly basis with all the required documentations and certifications of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-85. All incomplete payment requests will not be processed and will be returned to the Subrecipient to complete.

3.05 Payment Disputes

In the event that there is a disagreement over the eligibility of a payment by Recipient to Subrecipient of CDBG Funds under this Agreement, Recipient will not be required to make any such payment until a clear written ruling by HUD has been obtained. If the payment has already been made and the funds are still in the possession of Subrecipient or its agents, the funds will be returned to Recipient immediately until a written ruling by HUD has been obtained. Recipient may waive this requirement in writing or require another reasonable alternative such as escrow if it deems it in the best interest of the Recipient. In any event, Subrecipient must repay Recipient for any payment made by Recipient to Subrecipient subsequently disallowed by HUD. Such repayment will be with interest and administrative fees if HUD has demanded repayment and Recipient has already paid HUD.

3.06 Timely Execution of Agreement Required

The CDBG Funds are subject to strict timelines for eligible expenditure or they are subject to recapture. Accordingly, strict adherence to deadlines is required to avoid such recapture and penalties. Subrecipients must return properly authorized and executed copies of this Agreement, with any accompanying resolutions required for proper authorization, within 30 days of receipt of the Agreement. Recipient will have the right to re-assign the CDBG Funds allocated to Subrecipient if Subrecipient does not comply with the provisions of this sub-section and Subrecipient will have no claim against Recipient.

3.07 <u>Due Diligence Requirements</u>

Recipient may require Subrecipient to provide certain documents and documentation to ensure that the work is in compliance with CDBG Requirements and this Agreement. Subrecipient must provide such documentation in a reasonable and timely manner. Recipient may condition any payment under this Agreement on the provision of such documentation. All such requests will be made in writing by the Subrecipient.

Section 4

<u>Contractors</u>

4.01 <u>Using Contractors</u>

Subrecipient may only use a contractor for work performed with CDBG Funds in compliance with all applicable laws, rules, and regulations governing contractors for CDBG projects. Any request for reimbursement for a non-conforming use of contractors will be denied and may also require recoupment by Subrecipient of any compensation of the contractor in violation of any laws, rules, or regulations.

4.02 <u>Contractor Procurement</u>

Contractors must be procured competitively according to Federal Office of Management and Budget (OMB) rules, 2**4 CFR 85.36, and 2 CFR 200.320**. If the Subrecipient is acquiring goods and services, such as professional consulting, environmental review or planning, totaling no more than **$100,000** then small purchase procurement (24 CFR 85.36(d)(1) and 84.44(e)(2)) can be used which allows Subrecipient to obtain quotes from potential vendors with a detailed description of the goods or services needed without publishing a formal request for proposals or invitation for bids. This method cannot be used if the amount of contract exceeds $100,000 in value. In general, the small purchases procedures also should not be used to acquire construction Contractors. It is recommended that these acquisitions occur under the sealed bid approach.

4.03 Agreements with Contractors

Subrecipients must enter into written agreements with Contractors.

In order to meet HUD and County CDBG Program requirements, agreements with Contractors must address the following:

1. Scope of services to be provided, consistent with this Agreement.
2. Identification of intended beneficiaries, if applicable.
3. Schedule for work completion.
4. Budget and payment schedule.
5. Provisions for termination for nonperformance or poor performance.
6. Other provisions required regarding:
   a. Equal opportunity
   b. Nondiscrimination
   c. Labor standards
   d. Anti-lobbying
   e. Conflict of interest
7. Provisions for maintenance of workers' compensation insurance.
8. Provisions for maintenance of unemployment, disability and liability insurance as required.
9. Provisions for records retention (min. 4 yrs. from submittal of final expenditure report or conclusion of any audit or litigation).
10. Provision permitting monitoring/auditing by County and Subrecipient.
11. Provision requiring Contractor to abide by the covenants of this Agreement.
12. Provisions requiring appropriate bonds where required or reasonable.

4.04 Limitation on Term of Contractor Agreements

In compliance with federal procurement rules, the term of and agreements between Subrecipient and Contractors may not exceed three years.

Section 5

Records and Reports

5.01 Records Requirements

The Subrecipient shall comply with 24 CFR Part 570.506 and maintain full and complete books, ledgers, journals, accounts, or records wherein are kept all entries reflecting its operation pursuant to this Agreement. The records shall be kept in accordance with generally accepted accounting principles and practices and according to the provisions of the 2 CFR 200 and the provisions of 24 CFR Part 85, as modified by 24 CFR 570.502(a). The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

A. Records providing a full description of each activity undertaken;

B. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

C. Records required to determine the eligibility of activities;

D. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

F. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and

G. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

5.02 Retention of Records

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Recipient's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

5.03 Recipient Right to Examine and Audit

The Recipient, including the Legislative Auditor General, shall have the right to examine and audit all books, records, documents and other supporting data of the Subrecipient, or any consultants or agents rendering services under this Agreement, whether directly or indirectly, which will permit adequate evaluation of the services, the cost, or pricing data submitted by the Subrecipient. The Subrecipient shall include a similar covenant allowing for Recipient audit in any contract it has with a Contractor, consultant or agent whose services will be charged directly or indirectly to the Recipient. This right to audit shall include, but shall not be limited to, the Recipient's right to request, and to be supplied in a timely manner, copies of any and all such books, documents, records and other supporting data. The Recipient may delay payment to the Subrecipient pending the receipt of such records and the results of any related audit without penalty or interest.

5.04 Activity Description Records

The records shall contain a full description of each activity assisted or being assisted with CDBG Funds. This description shall include its location and the amount of CDBG Funds budgeted and expended for the activity; and whether (i) the activity assists persons who qualify as Low-to-Moderate-Income persons; (ii) will aid in the prevention or elimination of blight or slums; (iii) or is designed to alleviate conditions which pose a serious and immediate threat to the health or welfare of the community.

5.05 Program Related Reports

The Subrecipient shall prepare in a timely manner and submit, to the Recipient, all program-related reports required by the Wayne County CDBG Manual. These reports include, but are not limited to, a year-end report and the Program Income report described in Section 6 below.

Section 6
Program Income

6.01 Treatment of Program Income

Program Income (as defined at 24 CFR 570.500(a) and as further clarified in 2 CFR 200.80 if applicable) generated by activities carried out with CDBG Funds made available under this Agreement may be retained by the Subrecipient upon written permission of Recipient via its authorized director of CDBG Programs if the income is treated as additional CDBG Funds subject to all applicable requirements governing the use of CDBG Funds, the Recipient's Procedures for Reporting Program Income and Direct Benefit Activities. The Recipient's Procedures for Reporting Program Income and Direct Benefit Activities are subject to change with reasonable notice to the Subrecipient. The use of Program Income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Subrecipient may only use such Program Income during the Agreement period and only for activities permitted under this Agreement and shall reduce requests for additional CDBG Funds by the amount of any such Program Income balance on hand.

6.02 Interest Bearing Account Requirement

Program Income in the form of repayments to, or interest earned on, a revolving fund shall be deposited into an interest-bearing account and any interest earned by such funds accumulating in this account must be remitted annually, at the end of each program year, to the Recipient.

6.03 Remittance Guidelines

Program Income cash balances or investments thereof in excess of one-twelfth of the CDBG Funds amount under this Agreement, except for those needed immediately, those in revolving loan Funds, those resulting from lump-sum draw-downs authorized under 24 CFR Part 570.513, and those invested or held as additional security for a Section 108 loan guarantee, must be remitted to the Recipient annually, at the end of each program year. The amount to be remitted will be calculated based on the total Program Income balances (with the exceptions noted above) held by the Subrecipient and all of its subrecipients as of the last day of the Recipient's Program Year.

Section 7

Use of Real Property

7.01 Use Restrictions

Without properly authorized permission from Recipient, the Subrecipient may not change the use of any real property acquired or improved with CDBG Funds in excess of $25,000 from the use for which the acquisition or improvement was made. Permission for an exception to this rule from Recipient will not be given unless the Subrecipient provides affected citizens with reasonable notice of any proposed change and the new use meets one of the objectives of the program earlier set forth and authorized under this Agreement. If such new use does not qualify under those objectives, the new use may be permitted, provided that the CDBG fund is reimbursed for the current fair market value of the property, less any portion of the value attributable to expenditure of non-CDBG Funds.

7.02 Security Requirement

In the event that the Subrecipient intends to perform an activity that involves real property, Wayne County may require a mortgage, note, or other instrument to secure the National Objective.

7.03 Requirement of Notice and Permission for Sale of Property

Subrecipient may not sell any property acquired with CDBG Funds without providing adequate advance written notice to Recipient and obtaining duly authorized written permission from Recipient for such a sale.

Section 8

Compliance with Federal Laws, Rules, and Regulations

8.01 General Compliance With Law and Specifically Federal Law

Subrecipient shall comply with all Regulations including 24 CFR Part 570.502 and the Uniform Administrative Requirements and shall carry out each activity in compliance with all Federal, State and local laws, rules, and regulations, including but not limited to the following:

A. Subrecipient will affirmatively further fair housing and shall comply with the letter and spirit of Title VIII of the Civil Rights Act of 1968, as amended.

B. Subrecipient shall insure that all contracts involving the employment of laborers and mechanics comply with the provisions of the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, and the Fair Labor Standards Act.

C. Subrecipient shall comply with the National Environmental Policy Act of 1969, and its associated regulations and Executive Orders.

D. Subrecipient shall provide reasonable relocation assistance to any persons displaced as a result of any Work performed under this Agreement. All assistance must meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

E. Subrecipient will comply with the Single Audit Act of 1984 and 2 CFR 200.

F. Subrecipient will insure that no CDBG Funds will be expended for acquisition or construction purposes in an area that has been designated as having special flood hazards, unless the community in which the area is situated is participating in a National Flood Insurance Program.

G. Subrecipient shall not discriminate in the sale, leasing, financing, or the provision of brokerage services for housing, because of race, color, religion, sex, national origin or disability.

H. Subrecipient shall not exclude any person from participation in the program on the basis of race, color, national origin, sex, age, or disability.

I. Subrecipient shall not discriminate against any person on the basis of race, color, religion, sex, national origin or disability in all phases of construction during the performance of any federally-assisted construction contracts.

J. Subrecipient agrees that no lead paint shall be used in any residential structure constructed or rehabilitated with CDBG Funds.

K. Subrecipient agrees to all terms of Executive Order 12549 regarding suspension or debarment outlined through 24 CFR Part 570.609 and 24 CFR Part 24 and agrees to execute the Certification Regarding Debarment and Suspension in Appendix D. In addition, the Subrecipient agrees to require all contractors and subcontractors under this Agreement to execute the Certification Regarding Debarment and **Suspension in Appendix D**

L. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Recipient may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

M. Subrecipient must comply with the requirements of 2 CFR Part 200 (OMB-87) and any of its provisions or requirements that override any other regulation or circular listed in this Agreement will supersede the requirements of those restrictions in this Agreement.

N. In compliance with 2 CFR, Section 200.338 Subrecipient must make proper disclosures of all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award under this Agreement.

O. Subrecipient is subject to other applicable regulations governing the use of the CDBG Funds, whether set forth herein or not, and any amendments or policy revisions thereto which may become effective during the term of this Agreement.

8.02 Compliance With State and Local Law

Subrecipient is deemed to be aware of all applicable State and Local laws, rules and regulations and must comply with all such laws, rules, and regulations. The laws, rules, and regulations include, but are not limited to:

A. Wayne County Ethics Ordinance

B. Wayne County Contracting Requirements

C. Wayne County Legislative Auditor General audit requirements.

D. For any property funded by CDBG, state and local regulations governing construction, rehabilitation, and rental of that property.

E. All state and local permitting requirements.

F. All state and local laws regarding participation and inclusion of minority and women owned businesses or individuals.

G. All state and local laws prohibiting business with certain entities.

H. All applicable state and local environmental laws, rules, and regulations.

I. All applicable state and local human and civil rights laws.

Section 9
Suspension and Termination

9.01 Termination For No Cause

The County may terminate this Agreement without cause at any time in accordance with 24 CFR Part 85.43 and 24 CFR Part 85.44, without incurring any further liability, other than as stated in this Article by giving written notice to the Subrecipient of the termination. The notice must specify the effective date, at least 30 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Subrecipient for the eligible and authorized services rendered prior to notice of termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Subrecipient accepts the payment, the Agreement is satisfied.

9.02 Termination for Material Breach

The County may terminate this Agreement because the Subrecipient has failed to materially comply with any term of this Agreement, or any award or grant it receives. The grant or award may be suspended or terminated according to the specifications or within the time limit provided in this Agreement. The County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated, and the Subrecipient shall be liable to the County for any costs to obtain and transition similar services, provided the Subrecipient shall continue the performance of this Agreement to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Subrecipient shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Agreement. Such expenses shall be deducted from any monies due or which may become due to the Subrecipient under the Agreement. If such expense exceeds the sum which would have been payable under the Agreement, then the Subrecipient shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may, to the extent allowed by law, offset such a deficiency against any compensation or reimbursement due or allocated by County or any of its component units to the Subrecipient in any context. . All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Agreement.

9.03 Subrecipient's Duties After Termination

After receipt of a Notice of Termination and except as otherwise directed by the County, the Subrecipient must:

A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.

B. Obligate no additional CDBG Funds for payroll costs and other costs beyond the date as the County specifies.

C. No later than the date the termination is effective but sooner if County requests, present all Agreement records and submit to the County all Records as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.

D. Submit within 30 days a final report of receipts and expenditures of CDBG Funds relating to this Agreement.

E. Place no further orders on contracts or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under this Agreement as is not terminated;

F. Terminate all orders and subcontracts to the extent that they relate to the portion of Work so terminated;

G. Submit within 30 days a listing of all creditors, Contractors, lessors, and other parties with which the Subrecipient has incurred financial obligations pursuant to the Agreement.

H. Secure any Work to prevent any damage or waste.

9.04 <u>Records Upon Termination</u>

Upon termination of this Agreement, all Records prepared by the Subrecipient under this Agreement or in anticipation of this Agreement shall, at the option of the County, become County's exclusive property, whether or not in the possession of the Subrecipient. The Records are free from any claim or retention of rights on the part of the Subrecipient except as specifically provided. The Subrecipient must return all properties of the County to County.

9.05 <u>Failure to Deliver Records</u>

Any intentional failure or delay by the Subrecipient to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Subrecipient will pay the County $100.00 per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Subrecipient consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

9.06 <u>Access to Records Upon Termination</u>

Access to Records prior to delivery must be restricted to authorized representatives of the County and the Subrecipient. The Subrecipient has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

9.07 Assistance to Terminate

In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

Section 10

Reversion of Assets

10.01 Return of Unspent CDBG Funds

Upon expiration of this Agreement, Subrecipient shall transfer to the Recipient any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds at the time of expiration.

10.02 Unused Equipment

In all cases in which equipment acquired, in whole or in part, with CDBG Funds is sold, the proceeds shall be Program Income (prorated to reflect the extent that CDBG Funds were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement may be retained after compensating the Recipient for the current fair market value of the equipment less the percentage of non-CDBG Funds used to acquire the equipment.

Section 11

Expenditure of Community Development Block Grant Funds

11.01 Compliance With CDBG Spending Requirements

The Subrecipient agrees to expend any CDBG Funds received under this Agreement only in compliance with the Housing and Community Development Act of 1974, as amended, and the regulations of the Department of Housing and Urban Development as set forth in Volume 24, CFR Part 570, and in particular, Sections 570.200 through 570.208. The Subrecipient also specifically acknowledges that the Recipient is bound by 24 CFR 570.902, which requires the Recipient to spend its available Funds in a timely manner. The Subrecipient agrees to fully cooperate with the Recipient's efforts to comply with this section, which may require the Subrecipient to either expedite the spending of it CDBG Funds prior to the date shown in Section 3.01 hereof, or possibly return unspent CDBG

Funds to the Recipient. Those regulations are incorporated in this Agreement by reference.

Section 12
Amendment

12.01 Amendment Requirements

This Agreement may be amended by written instruments signed by authorized representatives by both parties. Any amendments or changes to the projects or budget shall be in writing, consistent with the Consolidated Plan and Annual plan of the County on file with HUD, and shall only need the approval of the Director of Community Development of Wayne County, or his designee, an authorizing representative of the Subrecipient, and must also comply with the Housing and Community Development Act of 1974, as amended.

Section 13
Indemnification

13.01 General Indemnification and Hold Harmless Requirement

The Subrecipient agrees, to the extent allowed by law, to indemnify and hold harmless the Recipient against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Recipient by reason of any of the following occurring during the term of this Agreement or related to this Agreement or its implementation:

A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Subrecipient, or any of its personnel, employees, consultants, agents or any entities associated, affiliated (directly or indirectly), or subsidiary to the Subrecipient now existing or hereafter created, their agents and employees for whose acts any of them might be liable.

B. Any failure by the Subrecipient, its Contractors, or any of its associates, to perform its obligations either implied or expressed under this Agreement.

13.02 <u>Responsibility for Property Loss</u>

The Subrecipient agrees that it is its responsibility and not the responsibility of the Recipient to safeguard the property and materials that its employees, Contractors, or its associates use in performing this Agreement. The Subrecipient shall hold the Recipient harmless for costs and expenses resulting from any loss of such property and materials used by its employees, Contractors and associates pursuant to the Subrecipient's performance under this Agreement.

13.03 <u>Coverage of the term "Recipient"</u>

For purposes of the hold-harmless provisions, the term "Recipient" shall be deemed to include the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or hereafter created, their agents, Program Manager and employees.

13.04 <u>Independent Contractor Relationship between Recipient and Subrecipient</u>

The relationship of the Subrecipient to the Recipient is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights, or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent, subcontractor or employee as a result of the performance of this Agreement. No relationship, other than that of independent contractor shall be implied between the parties or either party's agent, employee, or contractor. The Subrecipient agrees to hold the Recipient harmless from any such claims and any related costs or expenses.

13.05 Comprehensive Duty to Defend, Indemnify, and Hold Harmless

To the extent permitted by law, the Subrecipient must defend, indemnify and hold harmless the County, its employees, agents, officer and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorneys' and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or related in any way by the Work undertaken by the Subrecipient.

Section 14
Insurance

14.01 The Subrecipient shall maintain at all times, at its expense, during the term of this Agreement the following insurance. The Subrecipient will be responsible for acquiring the same insurance of their contractors. Any shortfalls in insurance for contractors, specific to housing rehabilitation and new construction, will be the responsibility of the Subrecipient:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

B. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

C. Workers' Compensation: insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

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

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

F. Professional Liability (if Design/Build), Insurance appropriate to the Subrecipient's profession, with limits no less than $3,000,000 per occurrence or claim, $3,000,000 aggregate.

G. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

If the Subrecipient maintains higher limits than the minimum insurance coverage required in Section 14.01, the Subrecipient shall maintain the coverage for the higher insurance limits for the duration of the Contract.

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

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

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

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

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

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

14.08 Claims-made Policies. If any of the required policies provide coverage on a claims-made basis:

A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Subrecipient starts to perform the services.

B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract.

C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Subrecipient must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.

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

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

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

14.12 The Subrecipient must submit certificates evidencing the insurance to the Risk Management Division at the time the Subrecipient executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Section 15

<u>Assignment and Subcontract</u>

15.01 <u>Restrictions on Transfer or Assignment</u>

The Subrecipient shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement, and shall not transfer any interest therein (whether by assignment or novation), without the prior written consent of the Recipient. Any such consent given in any one instance shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the Recipient to any further assignment.

15.02 Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any Contractor, without the written consent of the Recipient prior to the execution of such agreement. Such approval shall not constitute a basis for privity between the Recipient and the Contractor. The Subrecipient agrees to hold harmless the Recipient from any such claims initiated pursuant to any subcontracts it enters into in performance of this Agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient further agrees to comply with these “Section 3” requirements as embodied in the following language if applicable to Subrecipient and to include the following language in all contract or subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

d. Selection Process

The Subrecipient shall undertake to insure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements of **24 CFR 85.36**. Executed copies of all contracts and subcontracts shall be forwarded to the Recipient along with documentation concerning the selection process.

15.03 Succession

This Agreement shall inure in all particulars to the parties, their agents, successors and assignees to the extent permitted by law.

Section 16

Conflict of Interest

16.01 Covenant of No Conflict of Interest

The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Subrecipient.

16.02 Warranty of Non-Solicitation of County Employees

The Subrecipient also warrants that it will not and has not employed any Wayne County employee to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the Recipient may, at its option, terminate this Agreement without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Subrecipient, the amount of any such commission, percentage, brokerage, or contingent fee.

16.03 Compliance With Conflict of Interest Laws, Rules, and Regulations

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42, 570.611 and 2 CFR 200.318, which include (but are not limited to) the following:

A. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

B. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, the Subrecipient, or any designated public agency.

C. Maintaining a written conflict of interest policy in accordance with 2 CFR 200.318 prohibiting Employee and Organizational Conflicts of Interest including non-Federal, State, or local government parent, affiliate, or subsidiary organizations.

Section 17

Notices

17.01 Manner of Notice

All notices, consents, approvals, requests and other communications (called "Notices") required or permitted under this Agreement shall be given in writing and mailed by first-class mail and addressed as follows:

If to the Subrecipient:

Robert McCraight
12600 Wayne Road MI 48174
(734) 942-7545

If to the Recipient:

The Charter County of Wayne
Community Development Department
28th Floor, Wayne County Building
500 Griswold
Detroit, Michigan 48226-2831
Attention: Terry Carroll-Director of Community Development

17.02 Effect of Notice and Requirements

All notices shall be deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

17.03 Special Notices

Notwithstanding the requirement above as to the use of first-class mail, termination notices and change of address notices shall be sent by registered or certified mail, postage prepaid, return receipt requested.

17.04 Point of Contact

Subrecipient shall designate a point of contact who is an authorized employee of Subrecipient to communicate with County regarding this Agreement and the Work ("Point of Contact"). All communications on behalf of Subrecipient to Recipient regarding this Agreement and the Work should include the Point of Contact. County is not obligated to communicate with any individual or entity regarding the Agreement, Work, or CDBG Program that is not an employee or political appointee of Subrecipient.

Section 18
Severability of Provisions

18.01 Provisions Enforceable Despite Disallowed Provisions

If any provision of this Agreement or the application to any person or circumstance shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 19
Jurisdiction

19.01 Jurisdiction and Venue in Wayne County, State of Michigan

This Agreement, and all actions arising hereunder, shall be governed by, subject to, and construed according to the law of the State of Michigan. The Subrecipient agrees consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. The Subrecipient agrees that service of process at the address and in the manner specified in this Agreement will be sufficient to put the Subrecipient on notice. The Subrecipient also agrees it will not commence any action against the Recipient because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

Section 20
CDBG Certification

20.01 Ongoing Certification Compliance Required

Subrecipient shall execute and comply with all the CDBG Certifications attached as Appendix C to this Agreement. Subrecipient understands it may be required to comply with future certifications as issued.

Section 21
Authorization / Misc

21.01 Proper Authorization

Each party represents and warrants that all corporate actions and all governmental approvals necessary for the authorization, execution, delivery and performance of this Agreement have been taken and that each is ready and capable to perform its obligations. Each party further warrants that the person signing this Agreement is authorized to do so on behalf of its principal and is empowered to bind the principal to this Agreement.

21.02 Signage Requirement

For projects exceeding $25,000, the Subrecipient shall erect a sign on the project site stating that the project is being financed in part by HUD and the Wayne County CDBG Program and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the project site shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising.

21.03 <u>Effectiveness</u>

This Agreement is effective subject to an authorizing resolution by the Wayne County Commission and subsequent execution by the Wayne County Executive or his designee.

[SIGNATURES ON NEXT PAGE]

Section 22

Signature

22.01 Duly Authorized Signatures

The Recipient and the Subrecipient, by and through their duly authorized officers and representatives have executed this Agreement as of the dates below.

CITY OF ROMULUS

By: ______________________________________

Certifying Officer

Date:

CHARTER COUNTY OF WAYNE

By: __________________________________
Warren C. Evans
Wayne County Executive

Date:

County Commission approved and
Execution Authorized
by Resolution

No.______________________

Date:____________________

APPENDIX A

CDBG PROJECTS

Grantee	PY 2021 Grant Amount	Activity	Amount	Activity Matrix No.	National Objective	Limited Clientele	Census Tract	Benefit	Performance Measure	Contract No.
Romulus		Rehabilitation of Public Building	$20,000	05A	LMC	Elderly	N/A	City wide	Enhance Suitable Living	21/24/05 A

*Transfers amounting more than fifteen percent (15%) of total allotment will require a public hearing per the Wayne County Citizen Participation Plan.

APPENDIX B

PROGRAM INCOME

WAYNE COUNTY CDBG PROGRAM INCOME REPORT

COMMUNITY/ENTITY:		**COMPLETE HIGHLIGHTED**
GRANT YEAR:	**July 1, 2021 to June 30, 2026**	**SPACES ONLY**
QUARTER:		

		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	TOTALS
Beg Bal	$ - (June 30th only)	-	-	-	-	

INCOME SOURCES	Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	TOTALS
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-		-
	-	-	-	-	-
	-	-	-		-
	-	-	-	-	-
Total Income Sources	-	-	-	-	-

EXPENDITURES - Stipulate Contract No. and Activity Name	Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	TOTALS
Planning Expenditures Summary Only - Attach Detail Listing					
	-	-	-	-	-
Administrative Expenditures Summary Only - Attach Detail Listing					
	-	-	-	-	-
Public Service Expenditures Summary Only - Attach Detail Listing					
	-	-	-		-
	-	-	-	-	-
	-	-	-	-	-
Non-Cap Expenditures Summary - Attach Detail Listing					
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-		-
	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-

Instructions for Completing the Quarterly Program Income Report

Income received by your organization directly generated from the use of Community Development Block Grant (CDBG) Funds, such as revolving loans, lien repayments, and sales from disposition of CDBG property, must be reported to the Wayne County Community Development Division. At the end of each quarter (June, September, December, March), complete and submit this Program Income Form to Wayne County Community Development Division, 500 Griswold 10th floor, Detroit, Michigan, 48226.

Use the Program Income Report in Excel to electronically the amount of Program Income received during the quarter, and the amount received year to date (year beginning July). Also record the amount of Program Income that was spent on an eligible activity during the quarter being reviewed and year to date. The cumulative balance space should reflect the total amount of Program Income on hand at the end of the current reporting period (this would include any unspent Program Income received during the previous reporting period).

There is also a space provided on the form for you to record the source of the Program Income received in the quarter being reviewed. If the Funds are coming from more than one source, please identify how much is coming from each source.

A CDBG Request for Payment with all required supporting documentation for the expenses paid using Program Income must accompany the Program Income Report.
Any form not received by the tenth business day after the end of the quarter review may result in the suspension of payment on vouchers submitted to the County for reimbursement. Make certain the form is signed and dated on the bottom of the form.

Please remember to clear with our office any activity requiring the use of Program Income <u>before</u> Program Income is expended.

APPENDIX C

CERTIFICATIONS

Local Government Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the local government, as the Subrecipient of the jurisdiction, certifies that:

Affirmatively Further Fair Housing -- The Subrecipient understands that the jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. The local government will fully cooperate with the jurisdiction in this regard.

Anti-Displacement and Relocation Plan – The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs. The local jurisdiction will fully cooperate with the jurisdiction in this regard.

Drug Free Workplace – The local government will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the local government's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about -

   (a) The dangers of drug abuse in the workplace;

   (b) The local government's policy of maintaining a drug-free workplace;

   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and

   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the activities supported by the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -

   (a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the jurisdiction in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

   (a) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   (b) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying – As a Subrecipient of the jurisdiction, to the best knowledge and belief of the local government:

1. No Federal appropriated Funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any Funds other than Federal appropriated Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts,

subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the consolidated plan of the jurisdiction is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with Plan – As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA Funds are consistent with the consolidated plan.

Section 3 – The local government shall, and as a Subrecipient of the jurisdiction, to the best of the local government's knowledge, the jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

____________________________________ ____________
Certifying Officer Date

Specific CDBG Certifications

As a Subrecipient to the Entitlement Community, the local government certifies that:

Citizen Participation -- To the best of its knowledge, the entitlement community is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – To the best of its knowledge, the entitlement community's consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income (see CFR 24 Part 570.2 and CFR 24 Part 570).

Following a Plan – To the best of its knowledge, the entitlement community is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- To the best of its knowledge, the entitlement community has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG Funds, and to its best knowledge, the local government certifies that the entitlement community has developed its Action Plan so as to give maximum feasible priority to activities that benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities, which the entitlement community certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;

2. Overall Benefit. To the best of its knowledge, the aggregate use by the entitlement community of CDBG Funds including section 108 guaranteed loans during program year(s) 2018, 2019, 2020 (a period specified by the local government consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. To the best of its knowledge, the entitlement community will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108 loan guaranteed Funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

   However, if CDBG Funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG Funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds.

To the best of the local government's knowledge, the jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108, unless CDBG Funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG Funds if the jurisdiction certifies that it lacks CDBG Funds to cover the assessment.

Excessive Force – The local government, and to its best knowledge, the jurisdiction, has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-Discrimination laws – To the best of its knowledge, the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint – To the best of its knowledge, the activities of the local government and jurisdiction concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws – The local government, and to the best of its knowledge, the jurisdiction, will comply with applicable laws.

________________________________ ____________

Certifying Officer Date

Appendix To Certifications

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

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 shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.

2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. For grantees other than individuals, Alternate I apply. (This is the information to which jurisdictions certify.)

4. For grantees who are individuals, Alternate II applies. (Not applicable jurisdictions.)

5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees

in each local unemployment office, performers in concert halls or radio stations).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).

8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

   Place of Performance (Street address, city, county, state, zip code)

   <NONE>

   Check _X_ if there are workplaces on file that are not identified here; The certification with regard to the drug free workplace required by 24 CFR part 24, subpart F.

9. Definitions of terms in the Non-Procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

   "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

   "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

   "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

   "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

APPENDIX D

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Subrecipient: **City of Romulus**
Agreement: **2021 CDBG Subrecipient Agreement**
Agreement Year: **July 1, 2021 through June 30, 2026**

1. The Subrecipient certifies to the best of its knowledge and belief, that:

   a. The Subrecipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;

   b. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, 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 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. The Subrecipient and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and;

   d. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

2. The certification in this clause is a material representation of fact upon which reliance was placed. When the Recipient determines that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Recipient, the Recipient may terminate this Agreement for cause or default.

3. The Subrecipient shall provide immediate written notice to the Recipient if, at any time, Recipient 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", "Grantee", "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: 45 CFR Part 76.

5. The Subrecipient agrees that 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 Recipient.

6. The Subrecipient further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the Recipient, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A Subrecipient may rely upon a certification of a 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 Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each Subrecipient may, but is not required to, check the Non-procurement List (of excluded parties).

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 Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. If a Subrecipient is in a 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 Recipient, the Recipient may terminate this transaction for cause or default.

EXECUTION

IN WITNESS WHEREOF, the Subrecipient has executed this Certification on the dates set forth below.

WITNESSES: **SUBRECIPIENT**

______________________________ By: ______________________________

______________________________ Dated: ______________________________

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on ____________________ by ______________________, on behalf of ________________________.

____
Notary Public,
Wayne County, Michigan
My Commission Expires:_______________
Acting in County of __________, Michigan

EXHIBIT E
FFATA FORMS

INFORMATION REQUEST FORM
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
200.331 Checklist
COUNTY DEPARTMENT: ____
FISCAL YEAR: ____

AWARD ID #	AMOUNT

Please complete the following information:

Subawardee
DUNS:____

Subawardee Name (must match name in DUNS):_____________________________________

Subawardee Address:____

Amount of subaward (obligated amount):____

Subaward Obligation/Action Date:____

Identification of whether the award is R&D (yes or no):__________________________________

Subaward Period of Performance Start and End Date _______________________

Federal Funding Agency ID **Leave Blank**

Federal Funding Agency Name **Leave Blank**

Federal Award Identification Number (FAIN) **Leave Blank**

NAICS code for contracts/CFDA program number for grants:)____________________________

Subawardee Number:____

Location of entity (including congressional district):____________________________________

Subawardee Principal Place of Performance (including congressional district):_______________

____

As provided to you by your subawardee, in your subawardee's business or organization's preceding completed fiscal year, did its business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80% or more of its annual gross revenues in U.S. fedral contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000.000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Please answer YES or NO:_________

As provided to you by your subawardee, does the public have access to information about the compensation of the executives in the subawardees's business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or Section 6104 of the Internal Revenue Code of 1986? Please answer YES or NO:________________________

Required Subrecipient Disclosure Under 2 CFR 200

Required information includes:

(1) Federal Award Identification:

a. Subrecipient name (which must match registered name in DUNS);

b. Subrecipient's DUNS number (see Section 200.32 Data Universal Numbering System DUNS) number.

c. Federal Award Identification Number (FAIN);

d. **Federal Award Date (see Section 200.39 Federal award date);**

e. Subaward Period of Performance Start and End Date;

f. **Amount of Federal Funds Obligated by this action**

g. Total Amount of Federal Funds Obligated to the subrecipient;

h. **Total Amount of the Federal Award;**

i. **Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);**

j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official; U.S. Department of Housing and Urban Development;

k. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;

l. Identification of whether the award is R&D,

m. Indirect cost rate for the Federal award (including if the de minimus rate is charged per Section 200.414 Indirect (F&A) costs)

Warren C. Evans
Wayne County Executive

August 13, 2021

The Honorable LeRoy Burcroff, Mayor
City of Romulus
11111 Wayne Road
Romulus, Michigan 48174

Dear Mayor Burcroff:

As a Participating Jurisdiction of the Urban County of Wayne for purposes of receiving federal Community Development Block Grant funds from the U.S. Department of Housing and Urban Development, I am pleased to inform you of funding for Program Year 2021 for the following activity:

$20,000 Senior Citizen Services (Subrecipient Agreement Enclosed)

Your Project Manager for this activity will be Darcel Brown from our staff. Please execute the enclosed Subrecipient Agreement and return it as soon as possible.

I would be happy to discuss any questions you may have and you may reach me at (313) 224-6046.

Sincerely,

Terry Carroll, Director
Community Development

Cc: Community Development Staff

ETHICS IN CONTRACTING VENDOR FORM

(DISCLOSURE OF RELATIONSHIPS WITH COUNTY CONTRACT MANAGERS BY OWNERS AND OFFICERS OF BUSINESS SUBMITTING QUOTE)

- This form must be completed by a person holding a key position in the business, such as, an officer, director, trustee, partner, senior engineer or sales manager and have influence in making this bid or response or in performing the contract if the County awards it to your business.
- **Please fill out this form to the best of your knowledge and belief.**
- Detach and make additional copies of this form if needed.
- If you are unsure about what to disclose, contact the Purchasing Division at (313) 224-5151.
- **You are not required to question family members beyond what you already know of their affairs.**
- Submit this form with your quote/bid/proposal. A copy will be kept on file by the County Clerk & the Purchasing Director.
- If you fail to fully disclose the required information below, the County may terminate your contract if your business is awarded one.

1. Are you an immediate family member of a County employee? ☐ YES ☐ NO

   If Yes: Name: ______________________ Relationship: __________

   Department: ____________________ Title: ______________

2. Without any further inquiry, are you aware if your business has employed an immediate family member of a County employee within the previous twelve (12) months? ☐ YES ☐ NO

   If Yes: Name: ______________________________

   Department: ____________________ Title: ______________

3. Without any further inquiry, are you aware if your business has discussed hiring an immediate family member of a contract manager within the past twelve (12) months? ☐ YES ☐ NO

   If Yes: Name of Contract Manager: ____________________________

   Department: ____________________ Title: ______________

4. Do you and a contract manager each have a substantial financial interest in one or more of the same business ventures?
   ☐ YES ☐ NO

   If Yes: Name of Contract Manager: ____________________________

   Department: ____________________ Title: ______________

Revised 6-20-12

ETHICS CERTIFICATION

I certify that I have disclosed all information within my knowledge, which is required by this disclosure form.

Name (Please Print): ______________________________

Signature: ______________________________ Date: ______________

Company Name: ______________________________

Company Tax ID #: ______________________________

ETHICS DEFINITIONS

Contract Manager

An elected or appointed Wayne County official identified as having significant discretion over County contracts.

Immediate Family

YOUR FATHER, MOTHER, SON, DAUGHTER, BROTHER, SISTER, UNCLE, AUNT, GREAT AUNT, GREAT UNCLE, FIRST COUSIN, NEPHEW, NIECE, HUSBAND, WIFE, GRANDFATHER, GRANDMOTHER, GRANDSON, GRANDDAUGHTER, FATHER-IN-LAW, MOTHER-IN-LAW, SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, STEPFATHER, STEPMOTHER, STEPSON, STEPDAUGHTER, STEPBROTHER, STEPSISTER, HALF BROTHER, HALF SISTER, AND INCLUDING THE GRANDFATHER OR GRANDMOTHER OF AN INDIVIDUAL'S SPOUSE. IT SHALL ALSO INCLUDE A FORMER SPOUSE OR AN INDIVIDUAL WITH WHOM THE PUBLIC SERVANT HAS HAD A CHILD IN COMMON.

Substantial Financial Interest

- Ownership of any interest or involvement in any relationship, which results in the receipt of $500 or more per year. Exceptions: Market-rate from a financial institution; income from the ownership of less than $10,000 of stocks and bonds traded on the national stock exchanges.
- Holding a key position in a business such as officer, director, trustee, partner or sales manager. Exceptions: Officers who serve without compensation on the boards of charitable organizations.

WAYNE COUNTY HUMAN RELATIONS DIVISION **FIRST TIER SUBCONTRACTOR DESIGNATION FORM** ***To be completed by Prime Contractors for "First Tier" Subcontractors Only***

This form Must be completed by all prime contractors receiving a contract of more than $50,000 (supplies/services) or more that $100,000 (construction) from Wayne County regardless of the dollar amount at which the subcontractor participates.

****THIS PAGE MUST BE COMPLETED EVEN IF NO SUBCONTRACTORS WILL BE USED****

1. CONTRACT NUMBER:______ - _____ -__________(Number on Bid Announcement)

TCM Number: _______-_______-__________ (Internal use only)

2. CHECK ONE:

This is a: ☐ **SUPPLY/SERVICE** contract **(over $50,000?** ☐ **YES** ☐ **NO)**

OR

☐ **CONSTRUCTION** contract **(over $100,000?** ☐ **YES** ☐ **NO)**

3. WILL SUBCONTRACTORS BE USED FOR THIS CONTRACT? (Check One)

☐ **YES *** ☐ **NO**

*** If you answered "YES" complete the next page.**

Prime Company Name:			Fed Tax ID:
Address:			
City:	County:	State:	Zip:
Phone:	Fax:		
Authorized Contact Person:		Email:	

I declare that all of the information contained in this form is complete and accurate to the best of my knowledge.

Print Name________________________________Title ___________________________

Signature_________________________________Date____________________________

SUBCONTRACTOR LIST

(MAKE ADDITIONAL COPIES OF THIS PAGE TO LIST ADDITIONAL SUBCONTRACTORS)

Prime Contractor Name ______________________________ **Contract #**_____-_____-_____

TCM#_____-_____-_____ **(Internal use only)**

Subcontractor #______

Company Name			Fed Tax ID:
Address			
City:	County:	State	Zip
Authorized contact:	Phone:	Fax	
Subcontract Amount: $	% of Contract		
Work to be performed:			

Subcontractor #______

Company Name			Fed Tax ID:
Address			
City:	County:	State	Zip
Authorized contact:	Phone:	Fax:	
Subcontract Amount: $	% of Contract		
Work to be performed:			

Subcontractor #______

Company Name			Fed Tax ID:
Address			
City:	County:	State	Zip
Authorized contact:	Phone:	Fax:	
Subcontract Amount: $	% of Contract		
Work to be performed:			

Subcontractor #______

Company Name			Fed Tax ID:
Address			
City:	County:	State	Zip
Authorized contract:	Phone:	Fax:	
Subcontract Amount: $	% of Contract		
Work to be performed:			

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
06/(

PRODUCER
[illegible]
Insurance company

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFO ONLY AND CONFERS NO RIGHTS UPON THE CEI HOLDER. THIS CERTIFICATE DOES NOT AMEND, EX ALTER THE COVERAGE AFFORDED BY THE POLICIES E

INSURERS AFFORDING COVERAGE	NAI
INSURER A: [illegible]	390:
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
[illegible]
Renter

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	Y	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC Retail Liquor Liability		06/11/2016 Rental	06/12/2016 date(s)	EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DEDUCTIBLE	\$ \$ \$ \$ \$ \$ \$
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$ \$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE	\$ \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 \$ \$ \$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.
Attendance: 20, Event Type: Photo Shoot.

CERTIFICATE HOLDER

Camera Ready Studios
Mary Erickson
14203 Proton Rd
Dallas, TX 75244

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE TI DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO~~ MAIL 30 D NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS A REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

michigan municipal league

Liability & Property Pool

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

Name and Address of Participant:
City of Romulus

11111 Wayne Rd.
Romulus, MI 48174

Coverage Afforded:
Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:
Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
General Liability	MML001417024	7/1/2023	$10,000,000
Automobile Liability			Bodily Injury & Property Damage Combined Single Limit
Other			

Description of Operations/Locations/Vehicles:

Holder Additional Insured solely with respect to: Agreement of Community Development Block Grant, CDBG, between the Charter County of Wayne and its Subrecipients dated 7/1/10 for the purposes of specific community block grant activities which are approved by Wayne County and outlined by the contract.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:
Wayne Cnty. Comm. Development Division
500 Griswold, 10th Floor
Detroit, MI 48226

Date Issued: 5/23/2022
By: Judith A. Thomason-Ta
Authorized Representative

MML-1(11/99)

City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **September 26, 2022**

Item No. B.

General Description: Amended Employee Policy #17 (Non-Exempt Employees) and #18 (Exempt Employees)

Resolution No. ___________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

---

Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	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 Robert A. McCraight

SUBJECT: Amended Employee Policy #17 (Non-Exempt Employees) and #18 (Exempt Employees)

DATE: 9/22/2022

I concur with the recommendation of Kevin Losen, Human Resources Director and legal counsel and request that City Council adopt the amended employee policy and procedure manual – policy #17 and policy #18.

Motion by ____________supported by __________________ to concur with the administration and legal counsel and adopt the amended employee policy and procedure manual – policy #17 and policy #18.

CITY OF ROMULUS
HUMAN RESOURCES

MEMORANDUM

TO: Honorable Members of City Council

FROM: Kevin B. Losen, Director of Human Resources

DATE: September 12, 2022

SUBJECT: Amended Policy #17 (Non-Exempt Employees) and #18 (Exempt Employees)

Dear Council,

Attached, please find copies of proposed City Policies #17 and #18.

We have scheduled a Study Session for "Employee Matters" at 6:00pm on September 26, 2022.

We are providing copies in advance for your review, since both policies are lengthy. We will be ready to answer any of your questions at the Study Session. Should you have any questions before that evening, please feel free to contact me at 955.4550 or Assistant H.R. (Benefits) Director Angela Bennett at 955.4552. It is our intent to place the matter on the agenda for Council approval on September 26, 2022.

The following is a synopsis of the significant changes, which have been reviewed by the Mayor, Chief of Staff and City Attorney:

- Policy 17 has been clarified to apply to full-time "at will" non-exempt, non-supervisory employees.
- Policy 18 has been clarified to apply to full-time "at will" exempt, Department Heads and Directors.
- We standardized and clarified verbiage and formatting between the two policies for ease of reading.
- We added language to allow flexibility with bereavement time for employees due to limitations caused by the pandemic.
- With only one exception in Policy 17, there were no increases in benefits or paid time off and other benefits were decreased in both policies. All changes to benefits were made to match those of Teamsters employees.

- Policy 17 was changed from receiving healthcare benefits after 30 days of continuous employment to 90 days, which is consistent with Teamsters.

- We standardized paid time off guidelines in Policy 17 and Long Term Disability (LTD) timelines in Policy 17 & 18, consistent with Teamsters.

- We decreased LTD salary percentages and limited benefits to 2 years, consistent with Teamsters.

- We included a requirement for exempt and non-exempt employees to be employed for 2 years prior to being eligible to receive LTD, consistent with Teamsters.

- We added that exempt and non-exempt employees will not accrue vacation, sick or personal business time while on LTD leave, nor will the City make pension contributions during that time, consistent with Teamsters.

- We added waiver of health care payouts for retirees.

- We added a requirement that dependents on retiree healthcare contracts must have been eligible for benefits at least three years prior to the employee's retirement, consistent with Teamsters.

- We ended health care contributions from retirees who are paying for Medicare supplemental coverage. This applies to former employees who retired with full years of service and applies to union and non-union. This provision has not been uniformly applied previously.

- We added verbiage concerning vacation payouts, to match those of all union employees.

These policy modifications have been a work in progress for the past year. The changes are intended to provide fairness and equity among all employees, while reducing future unfunded liability and legacy costs for the City.

POLICY # 17

Policy: BENEFIT ADMINISTRATION

Applies to: NON-UNION NON-EXEMPT EMPLOYEES

Revised: MARCH 2021, OCTOBER 2022

This policy applies to all full-time Non-Union Non-Exempt employees not in supervisory roles. It also covers Union employees whose benefits are not specifically addressed in their CBA. Non-Exempt are "employees at will" and thus may resign their employment at any time for any or no reason, with or without notice. They may also be terminated at any time for any or no reason, with or without notice. No statement in this policy manual is intended to change the basic "employment at will" relationship between the City and its employees. Procedures regarding misconduct or poor performance of employees will be instituted at the sole discretion of City management. No policy in this manual is intended to alter the right of the City of Romulus to discharge its employees at any time and for any reason and are not to be construed in any way to constitute a contractual relationship between the City and its employees.

It is the policy of the City to compensate their Non-Union Non-Exempt employees under the Fair Labor Standards in the following manner.

FRINGE BENEFITS

The following is a brief overview of the fringe benefits intended to inform the employee of the benefits available and the procedures for the use of the benefits.

VACATION TIME

The employer may establish the available vacation periods for each employee. Vacation schedules will be arranged as far in advance as possible. Seniority shall be the main consideration for granting vacation requests. All requests shall be considered in light of impact on services rendered by the department.

An employee may request to utilize vacation time by completing the appropriate form and submitting it to his/her immediate supervisor. If approved, a copy of the approved vacation slip must be sent to Payroll to be filed. The immediate supervisor must record the employee's vacation on the employee's timekeeping record.

1. Each full-time Non-Exempt employee covered by this policy shall be accorded vacation time as outlined below:

A. Such employees who complete one (1) year of service shall be granted one (1) week of vacation.
B. Such employees who complete two (2) years of service shall be granted two (2) weeks of vacation.
C. Such employees who complete five (5) years of service shall be granted three (3) weeks of vacation.
D. Such employees who complete ten (10) years of service shall be granted three (3) weeks of vacation plus one (1) day for each additional year of complete service up to a maximum of five (5) weeks
E. In the event an employee who is eligible for vacation with pay under one of the preceding subsections shall retire, resign, die, or be terminated for other than just cause, he/she or his/her surviving spouse or estate will, at the time of termination, be paid:
   1) For any unused portion of vacation time which has been granted to the employee on an annual basis as provided above, plus:
   2) The pro-rated amount of the annual vacation earned by the employee in the period between the employee's last anniversary and the date of termination, based on full calendar months worked during that period.

For the purpose of defining "for each month worked during this period," employees hired the first (1st) through the fifteenth (15th) of the month, their prorated days will be figured to the end of the preceding month, and employees hired the sixteenth (16th) through the last day of the month, their pro-rated days will be figured to the first of the next month.

2. Employees eligible for vacation must take vacation within the eligibility year ending with their anniversary date and not in advance of the time such vacation is earned.

3. An employee who is absent from work on personal unpaid leave for more than thirty (30) calendar days will not accumulate vacation time. Any employee whose personal unpaid leave time exceeds thirty (30) calendar days, except for on-the-job disability, will have their anniversary date extended the amount of days they were off on leave in excess of thirty (30) calendar days to allow for the elimination of proration of vacation time. As a result, the anniversary date (for vacation purposes only) will be permanently changed.

4. Upon an employee's anniversary date, the City shall annually and automatically without request from the employee, pay the employee up to eighty (80) hours of excess vacation time at his or her current rate of pay. If the employee has not utilized at least eighty (80) hours of his or her credited vacation time during the preceding twelve (12) months as required, the vacation payout will be reduced by the number of hours less than eighty (80) that the employee utilized.

5. If the employee and the Employer mutually agree, the employee may extend previously earned vacation time and take vacation within six (6) months after said anniversary date provided a written request to extend was submitted, approved and

forwarded to payroll prior to the employee's anniversary date. Only vacation time in excess of the eighty (80) hour usage requirement is eligible to be extended or paid off. The use of any extended vacation time does not count toward any subsequent eighty (80) hour usage requirement. Approved extended vacation time must be utilized first and any extended vacation time not used by the employee within six (6) months of the extension shall be forfeited.

6. Newly appointed Non-Exempt employees who have existing accrued benefit time shall, at the discretion of the Mayor, carry forward or be compensated for any unused vacation, personal business or sick time. Balances will be paid out at 100% of the last rate of pay.

PERSONAL BUSINESS LEAVE DAYS

Non-Union Non-Exempt employees shall earn 32 hours of Personal Business time per fiscal year after a qualification period of 30 calendar days of service. No Personal Business hours are earned or may be taken during the 30 day qualification period.

Each full-time Non-Exempt employee covered by this policy shall be accorded personal business leave days on a fiscal year basis. This time is not cumulative and may not be carried over. The Personal Business hours are accrued on a prorated basis. The proration is based on the number of months until the next July 1st, when 32 Personal Business hours will be allocated.

For example:

Employee's date of hire is August 1st.

- End of 30-day period would August 30. PB time would be prorated beginning August 31.
- Number of months until July 1st is 10.
- 32 hours divided by 12 months is 2.67
- 2.67 multiplied by 10 (number of months until July 1st) equals 26.7
- Round off 26.7 to nearest hour
- Employee would receive 27 hours Personal Business for use through June 30th.
- On July 1st the employee would receive 32 hours Personal Business for use.

1. The personal business hours shall be accrued annually on July 1st.

2. An employee may schedule Personal Business time by completing the appropriate form and submitting it to his/her immediate supervisor for approval at least two (2) hours prior to the use. A copy of the approved form must be sent to Payroll to be filed. The immediate supervisor must record all Personal Business time on the employee's time card.

3. PB hours are not eligible for pay outs.

UNPAID EXCUSED ABSENCE

During the thirty (30)-calendar day qualification period, the employee may use one (1) unpaid excused absence for previously scheduled health maintenance appointments or actual illness. The one (1) unpaid excused absence expires after the thirty 30-calendar day qualification period with no liability to the City.

SICK LEAVE DAYS

Non-Union Non-Exempt employees earn 96 hours of Sick Leave per fiscal year after a qualification period of 30 calendar days of service. No Sick Leave time is earned or may be taken during the 30 day qualification period. Absences during the 30 day qualification period will be unpaid.

Sick Leave hours are accrued on a prorated basis.

Each full-time NON-EXEMPT employee, covered by this policy shall be accorded sick leave days as outlined below:

1. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but can only be used as follows:

   A. Actual Sickness or disability
   B. Illness of immediate family member

2. Sick leave may also be used for other medical prevention measures upon advance approval from their Department Head.

3. Sick leave call-in will be required as follows:

   A. Notification to the Department Head or his Designee that sick time will be used.
   B. Notification to be made prior to scheduled reporting time, at least one hour in advance, except in emergency situations.

4. After a thirty (30)-calendar day qualification period the employee will receive a pro-rated number of Sick Leave hours for use. On the following July 1st, the employee will receive the full 80 Sick Leave hours.

   On the pay period following July 1st, the employee shall be paid for ½ of their previous remaining sick leave balance. Sick leave hours will not be carried over.

5. All sick time call-ins will be documented and the Department Head or Designee will immediately fill out the sick time form for payroll purposes.

6. Employees who separate for other than just cause termination will receive a 50%

payment of their sick leave bank. Just cause terminations do not qualify for sick leave pay outs.

HOLIDAYS

All employees that have completed a thirty (30)-calendar day qualification period will be eligible to receive holiday pay. Employees will be paid their current rate based on an eight (8) hour day for the specified holidays.

The employee must work the preceding workday before each holiday and the succeeding workday after each holiday, or be on approved leave, otherwise no holiday pay will be received.

Designated holidays are:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Good Friday
5. Memorial Day
6. Fourth of July
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Eve
12. Christmas Day
13. New Year's Eve

BEREAVEMENT LEAVE

Employees shall be allowed up to five (5) work days for bereavement leave in the event of the death of a spouse, parent, spouse's parent, child, stepchild, brother/brother-in-law or sister/sister-in-law, with pay. Employees shall be allowed up to two (2) days to attend the funeral of a grandparent or grandchild of the employee or spouse with pay. These times shall not be deducted from accumulated sick time or vacation time, providing an employee furnishes the Employer with written verification of attendance at the funeral by the funeral director.

Time granted pursuant to this Section should be taken consecutively at the time of the death. However, in situations where a memorial service or other event takes place at a future date, employees may be allowed to split the days up to accommodate the given situation, subject to the approval of the Human Resource Director.

Employees that are on approved vacation or personal business leave time when a death occurs that is covered by this Section, will be entitled to convert this time to funeral leave.

LONG TERM DISABILITY

Each employee covered by this policy shall be accorded long term disability benefits as provided in the insurance policy maintained by the City after two years of continuous employment. LTD Benefits shall be the same as Teamsters Local 214.

Qualified employees shall be entitled to up to 24 months of LTD benefits, during which time the employee shall remain on City-paid health, dental, vision and life insurance, except for which benefits the employee has waived coverage. Employees must continue making their regular contributions to premiums to remain on coverage.

1. The waiting period for Long Term Disability is 30 working days, during which time the eligible employee remains on payroll using benefit time.

2. During the 30-working day waiting period, each employee is required to use their Sick, Personal Business and Vacation time. Employees who exhaust their bank time will be on unpaid status for the remainder of the 30-working day waiting period. The 30 working day waiting period must be used in conjunction with the long term disability leave. The leave must be documented by a doctor's authorization of disability for an extended period of time. It allows the employee to remain on the City payroll for 30 working days after which the long term disability takes effect.

   A. If the employee goes on military leave, all City-paid LTD benefits cease during the period of time the employee is on military leave.
   B. The benefits shall be offset against any statutory or common law benefits the employee may receive, including the reimbursement to the City of any judgment or settlement the employee may receive which is associated with his/her disabling injury or illness. This provision shall remain even if the employee is no longer an employee of the City.

3. After the "30 Working Day Waiting Period of Illness or Injury", a qualified employee shall receive the following wages:

   A. 85 percent of his/her current hourly rate of pay for the first 12months of injury or illness.
   B. 67 percent of his/her current hourly rate of pay for the second 12 months of injury or illness.

4. The employee will not accrue the following benefits during the time an employee is receiving long-term disability benefits:

   A. Vacation Leave
   B. Personal Business Leave
   C. Sick Leave

D. Employer's contribution to Pension Plan

5. The City shall not pay LTD benefits while an employee is receiving either of the following:

   A. Worker's Compensation Benefits
   B. Unemployment Compensation Benefits

6. Maternity Leave is covered under this provision.

7. Non-Exempt employee's anniversary dates are adjusted due to medical leaves.

8. Leave periods on LTD do not count toward an employee's total years of service credit for purposes of retirement or retiree benefits (OPEB).

9. After an employee has received LTD benefits for the maximum period provided above or if the LTD claim is denied, the employee must provide a doctor's clearance for "return to work without restrictions" or employment and health insurance benefits will be terminated by the City, subject to FMLA law.

HEALTH / MEDICAL AND PRESCRIPTION INSURANCE

Effective July 1, 2019, the City will pay for medical and prescription insurance for employees and eligible dependents according to P.A. 152, hereby referred to as the State-Established "Hard Cap." Coverage shall begin after 90-days of continuous employment. The Hard Cap adjusts each January 1st consistent with the changes made by the State Treasurer based upon the changes in the medical care component of the United States consumer price index for the most recent 12-month period for which data is available from the United States Department of Labor, Bureau and Labor Statistics.

The City will implement new Hard Cap rates at the next insurance policy rate renewal. Employees laid off will be eligible for continued medical, prescription, dental, optical, and life insurance paid by the City for the first 60 days of lay off. After that, the employee must apply for COBRA coverage and pay the premium and applicable administrative fees to receive any City benefits.

Sick Leave – Employees on approved sick leave, not eligible for FMLA or LTD, will receive medical, prescription, dental and optical as provided by the insurance policy in place not to exceed 30 calendar days.

It is the policy of the City that married couples who are both employed by the City, Court or any agency funded by the City, shall select one medical/prescription insurance contract to be covered under. Married couples must be on the same contract.

1. All full time employees shall be covered by the City's medical/prescription insurance policy.

2. All full time Non-Union employees may elect to waive medical/prescription insurance after presenting proof of credible coverage to the Human Resources Department and will receive a taxable waiver payment based on their coverage as listed below:

   A. 1 person = $2,000
   B. 2 person = $3,000
   C. Family = $4,000

3. All employees are required to pay any contributions to premiums, which are established by the City or by State law.

4. Upon City Council approval of each CBA, health/prescription insurance coverage and RAC/Wellness benefits shall be the same as Teamsters Local 214.

DENTAL INSURANCE/OPTICAL INSURANCE

Effective on the 1st day after 90-days of continuous employment, the City will pay the optical and dental premium for the employee and eligible dependents.

LIFE INSURANCE

Effective on the 1st day after 90-days of continuous employment, the City will pay a life insurance policy for the employee as follows:

A. $20,000 Term Life Insurance
B. $20,000 Accidental Death and Dismemberment insurance

PENSION BENEFITS (Non-Exempt)

All full-time regular employees of the City are required to be members of the pension system unless the City rehires an employee that has retired or terminated and, upon rehiring, is receiving either a City of Romulus Defined Benefit or Defined Contribution Pension, in which case they will not be eligible for a second City of Romulus pension. Non-Exempt employees are enrolled upon date of hire. Benefits shall be administered in accordance with City Ordinance except as defined above. Pension benefits and contributions shall be the same as Teamsters Local 214, except as stated below under "OPEB" subsections.

DEFERRED COMPENSATION

The City provides a deferred compensation plan by which employees may defer a portion of their compensation, as defined by the plan, under the same terms and conditions as those provided to employees of the City covered by Collective Agreements.

WAGE CONTINUATION INSURANCE

Employees may participate, by way of payroll deduction, in a City sponsored Wage Continuation Insurance Program.

OTHER POST EMPLOYMENT BENEFITS (OPEB)

The below OPEB benefit provisions are applicable to eligible full time employees unless otherwise waived as provided in this policy. The provisions also apply to spouses and dependents of employees, to the extent required by law. Spouse and dependents must have been eligible for coverage for three years prior to the date of retirement to qualify for OPEB.

Eligibility for benefits will begin when the employee retires or separates employment, unless the employee is terminated for:

1. Stealing of City funds or property, or
2. Impairment due to alcohol or non-prescription drugs which caused serious injury or death to any person

in which case benefits will not be paid.

OPEB Healthcare – *Employees Last Hired* PRIOR *to July 1, 2008*

Employees last hired **prior to July 1, 2008 with ten (10) years** of accumulated service upon separation, prior to July 1, 2019, the City will pay **fifty percent (50%)**of the premium for medical, prescription, dental, optical, and life insurance benefits offered by the City to retirees. Employees retiring on or after July 1, 2019, the City will pay the amount of the Hard Cap, as referenced above, or 50% of the premium, whichever is less.

Employees last hired **prior to July 1, 2008 with fifteen (15) years** of accumulated service upon retirement, the City will pay **seventy-five percent (75%)** of the premium for medical, prescription, dental, optical and life insurance benefits offered by the City to retirees. Employees retiring on or after July 1, 2019, the City will pay the amount of the Hard Cap as referenced above, or 75% of the premium, whichever is less.

For employees last hired **prior to July 1, 2008 with twenty (20) years** of accumulated service upon retirement prior to July 1, 2019, the City will pay the full amount of the premium for medical, prescription, dental, optical and life insurance benefits offered by the City to retirees. Employees retiring on or after July 1, 2019, the City will pay the amount of the Hard Cap as referenced above.

OPEB – *Employees Last Hired* Between July 1, 2008 and June 30, 2014

Employees last hired **between July 1, 2008 and June 30, 2014 with fifteen (15) years** of accumulated service upon retirement prior to July 1, 2019, the City will pay **fifty**

percent (50%) of the premium for medical, prescription, dental, optical and life insurance benefits offered by the City to retirees. Employees retiring on or after July 1, 2019, the City will pay the amount of the Hard Cap as referenced above or 50% of the premium, whichever is less.

Employees last hired **between July 1, 2008 and June 30, 2014 with twenty (20) years** of accumulated service upon retirement, prior to July 1, 2019, the City will pay **seventy-five percent (75%)** of the premium for medical, prescription, dental and life insurance benefits offered by the City to retirees. For Employees retiring on or after July 1, 2019, the city will pay the amount of the Hard Cap referenced above or (75%) of the premium, whichever is less.

Employees last hired **between July 1, 2008 and June 30, 2014 with twenty-five (25) years** of accumulated service upon retirement before July 1, 2019, the City will pay the amount of the premium for medical, prescription, dental, optical and life insurance benefits offered by the City to retirees. For employees retiring on or after July 1, 2019, the City will pay the amount of the Hard Cap referenced above.

OPEB – *Employees Last Hired On or After July 1, 2014*

Beginning July 1, 2014, the City shall implement a Health Care Savings Program for new hires and re-hires funded by employee/employer contributions, in accordance with applicable IRS regulations. The City shall contribute one percent (1%) of the employee's base wage and the employee shall contribute two percent (2%) of their base wage to the retiree Health Care Savings Program.

BUY-OUT EMPLOYEES - Employees who have previously waived and received a lump sum "buy-out" for any retiree benefits will never again be eligible for those same retiree benefits.

Employees who have taken a lump sum buy-out will then be enrolled in the Health Care Savings Program, as defined above, upon the next payroll period.

WAIVER OF BENEFITS – Non-Medicare eligible retirees on regular healthcare coverage may elect to waive all fringe benefits (health, prescription, optical, dental and life) offered by this policy annually during open enrollment (June) and receive a taxable payment of $2,000 annually. If retiring mid-year, the retiree will receive a prorated waiver amount. Retirees wishing to reenroll in healthcare benefits during open enrollment may be required to present supporting documentation for adding qualified beneficiaries to their healthcare plan.

If the separated employee is deceased, eligible spouses and/or dependents that waived fringe benefits as defined above will not be allowed to return to the plan and will no longer be eligible for the annual opt-out payment.

LIFE INSURANCE - If eligible at the time of retirement, retiree life insurance coverage is

$10,000. No life insurance shall be offered to spouses or dependents.

ACCUMULATED SERVICE – Accumulated service, as it relates to health care, means all of the combined service as a full-time employee, not including periods of any break in service. LTD leaves, or any other unpaid leave exceeding 30 days, are considered breaks in service and do not count as accumulated service.

ELIGIBILITY FOR OPEB BENEFITS - Only a spouse and/or qualified dependent(s) who has been eligible for medical, prescription, dental and/or optical insurance benefits under a City employee (who is eligible for OPEB benefits) for at least three years prior to separation from employment shall be eligible for benefits upon the employee's separation. Spouses or dependents added to coverage within three years of separation shall not be eligible for benefits once the employee separates from the City. The separated employee, or surviving spouse, will be provided an annual statement, as well as notice of any premium changes, and will be required to have the premium contribution automatically deducted from their personal bank account.

All benefits for dependents terminate upon date of death of the separated employee or eligible spouse (if applicable), whoever dies last.

In order to be eligible for the benefits set forth in this section, retirees and/or spouses must apply for all Medicare insurance coverage available to them - or any other federal insurance program, including paying any cost required of the retiree or spouse. Application must be made so that Medicare coverage is effective on the first date of eligibility. Retirees and/or spouses who do not apply for and maintain in effect any Medicare Part A & B insurance or other federal insurance program for which they are eligible and/or pay any portion of the premium required will not receive any of the continued coverages provided by this section. Retirees on Medicare coverage shall be enrolled in a City-sponsored Medicare supplement insurance (Medigap coverage).

If the retiree establishes residency in any other country outside of the jurisdiction of the US, no Medigap coverage will be paid by the City unless the retiree maintains Medicare Part A & B while outside the jurisdiction of Medicare Coverage and the service is provided in the United States or a territory thereof.

If an employee who maintained the health insurance coverage for his/her spouse/dependents is retiring, and the spouse or dependents are also City employees, the retirement shall be considered a "qualifying event" and the insurance coverage shall be transferred to the spouse/dependent still actively employed. This circumstance shall not qualify as a "waiver" for the retiree because they are still receiving City-paid insurance benefits.

Employees who qualified to retire under a collective bargaining agreement which has since expired shall be provided healthcare benefits, prescription, dental and optical benefits as are approved by this policy. Union and Non-Union retirees who were contributing a percentage toward their Medigap premium prior to December 1, 2022 due to provisions of a collective bargaining agreement or policy in force at the time they retired shall no longer pay a percentage of the contribution effective December 1, 2022, so long as the premium does not exceed the state-established hard cap. Council reserves the right to modify or eliminate healthcare, prescription, and other retiree benefits at any time.

All of the details of the terms, conditions, and eligibility for the separated employee medical, dental, optical and life insurance benefits are set forth in the City of Romulus' Retiree Health Care Plan and Trust, adopted by City Council and may be amended periodically.

Nothing in this policy is intended to add to or increase benefits beyond those contained in the insurance policies the City has obtained to provide the benefits set forth herein. If there is any conflict between the language of this policy and the insurance policies, the insurance policies shall control. Nothing in this policy is intended to supersede any coverage provided in a CBA during the life of that CBA.

POLICY # 18

Policy: BENEFIT ADMINISTRATION

Applies to: NON-UNION EXEMPT/EXECUTIVE EMPLOYEES

Revised: JULY 2014, NOVEMBER 2017, OCTOBER 2022

This policy applies to all full-time Non-Union Exempt employees in supervisory roles. All department heads as defined in the City Charter, and all other Exempt employees are "employees at will", with the exception of Elected Officials, and thus may resign their employment at any time for any or no reason, with or without notice. They may also be terminated at any time for any or no reason, with or without notice. No statement in this policy manual is intended to change the basic "employment at will" relationship between the City and its employees. Procedures regarding misconduct or poor performance of employees will be instituted at the sole discretion of the City management. No policy in this manual is intended to alter the right of the City of Romulus to discharge its employees at any time and for any reason and are not to be construed in any way to constitute a contractual relationship between the City and its employees. No supervisory employee or department head is authorized to create a contractual relationship with the City.

Executive employees include full-time Elected Officials (Mayor, Treasurer and Clerk) whose healthcare (including dental/optical), life insurance, LTD, pension, deferred compensation and OPEB benefits are the same as outlined below. No other benefits in this policy apply to the above Elected Officials.

It is the policy of the City to compensate their executives, department heads, assistant department heads, coordinators, and all other employees considered Exempt under the Fair Labor Standards Act, in the following manner:

FRINGE BENEFITS

The following is a brief overview of the fringe benefits intended to inform the employee of benefits available and the procedures for the use of the benefits.

Except as modified below, employees in the EXEMPT and EXECUTIVE category shall receive fringe benefits as provided to NON-EXEMPT employees. Restrictions or procedural regulations pertaining to NON-EXEMPT employees also apply to EXEMPT, unless otherwise stated below.

VACATION TIME

The employer may establish the available vacation periods for each employee. Vacation schedules will be arranged as far in advance as possible.

Each full-time Exempt/Executive employee covered by this policy shall be accorded vacation time as outlined below:

1. Exempt employees shall receive the following vacation:

    - 6 Months of service: 2 weeks of vacation
    - 1 Year of service: Additional 3 weeks of vacation (Total per year: 5 weeks)

2. Department Heads may request to utilize vacation time by completing the appropriate form and submitting it to the Chief of Staff for approval. All other Exempt employees shall submit requests to Department Heads. If approved, the vacation time must be entered by the employee into their timekeeping record and a copy of the approved vacation slip must be sent to Payroll to be filed. The immediate supervisor must approve the employee's vacation on the employee's timekeeping record.

3. Exempt employees eligible for vacation must take vacation within the eligibility year ending with their anniversary date and not in advance of the time such vacation is earned.

4. Upon an employee's anniversary date, the City shall annually and automatically without request from the employee pay the employee up to eighty (80) hours of excess vacation time at his or her current rate of pay on their anniversary date. If the employee has not utilized at least eighty (80) hours of his or her credited vacation time during the preceding twelve (12) months as required, the vacation payout will be reduced by the number of hours less than eighty (80) that the employee utilized.

5. If the employee and the Employer mutually agree, the employee may extend previously earned vacation time and take vacation within six (6) months after said anniversary date, provided a written request to extend was submitted, approved and forwarded to Payroll prior to the employee's anniversary date. Only vacation time in excess of the eighty (80) hour usage requirement is eligible to be extended or paid off. The use of any extended vacation time does not count toward any subsequent eighty (80) hour usage requirement. Approved extended vacation time must be utilized first and any extended vacation time not used by the employee within six (6) months of the extension shall be forfeited.

6. Newly appointed Exempt employees who have existing accrued benefits shall, at

the discretion of the Mayor, carry forward or be compensated for any unused vacation time. Personal business and sick time balances will be paid out at 100% of the last rate of pay.

7. In the event an employee who is eligible for vacation with pay under one of the preceding subsections shall retire, resign, die, or be terminated for other than just cause, he/she or his/her surviving spouse or estate will, at the time of termination, be paid:
    A. For any unused portion of vacation time which has been granted to the employee on an annual basis as provided above, plus:
    B. The pro-rated amount of the annual vacation earned by the employee in the period between the employee's last anniversary and the date of termination, based on full calendar months worked during that period.

8. An employee who is absent from work on personal unpaid leave for more than thirty (30) calendar days will not accumulate vacation time. Any employee whose personal unpaid leave time exceeds thirty (30) calendar days, except for an on-the-job disability, will have their anniversary date extended the amount of days they were off on leave in excess of thirty (30) calendar days to allow for the elimination of proration of vacation time. As a result, the anniversary date (for vacation purposes only) will be permanently changed.

PERSONAL BUSINESS / SICK LEAVE DAYS

An employee may schedule Personal Business/Sick time by completing the appropriate form and submitting it to his/her immediate supervisor or to the Chief of Staff, in the case of Directors, for approval. If the Chief of Staff is not available, requests may be submitted to the Director of Human Resources. *All absences must be accounted for by the completion of appropriate documentation and must be approved.* Use of any Sick or PB time must also be indicated by utilizing the Sick and PB lines in Timesheets. Department Heads shall comply with the notification procedure as directed by the Chief of Staff.

HOLIDAYS (Executive and Exempt)

Each employee covered by this policy shall be afforded holiday pay. Employees will be paid their current rate based on an eight (8) hour day for the specified holidays.

The employee must work the preceding workday before each holiday and the succeeding workday after each holiday, or be on approved leave, otherwise no holiday pay will be received.

Designated holidays are:

1. New Year's Day
2. Martin Luther King's Birthday

3. President's Day
4. Good Friday
5. Memorial Day
6. Fourth of July
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Eve
12. Christmas Day
13. New Year's Eve

<u>BEREAVEMENT LEAVE</u>

Employees shall be allowed up to five (5) work days for bereavement leave in the event of the death of a spouse, parent, spouse's parent, child, stepchild, brother/brother-in-law or sister/sister-in-law; with pay. Employees shall be allowed up to two (2) work days to attend the funeral of a grandparent or grandchild of the employee or spouse with pay. These times shall not be deducted from accumulated vacation time, providing an employee furnishes the Employer with written verification of attendance at the funeral by the funeral director.

Time granted pursuant to this Section should be taken consecutively at the time of the death. However, in situations where a memorial service or other event takes place at a future date, Employees may be allowed to split the days up to accommodate the given situation, subject to the approval of the Human Resources Director.

Employees that are on approved vacation leave when a death occurs that is covered by this Section may be permitted to convert this time to bereavement leave, with approval.

<u>LONG TERM DISABILITY (Executive and Exempt)</u>

Each Employee covered by this policy shall be accorded long term disability benefits as provided in the insurance policy maintained by the City after two years of continuous employment. LTD benefits shall be the same as Teamsters Local 214.

Qualified employees shall be entitled to up to 24 months of LTD benefits, during which time the Employee shall remain on City-paid health, dental, vision and life insurance, except for which benefits the employee has waived coverage. Employees must continue making their regular contributions to premiums to remain on coverage.

1. The waiting period for long term disability is 30 working days, during which time the employee will remain on paid leave.

2. The leave must be documented by a Doctor's authorization of disability for an

extended period of time. It allows the employee to remain on the City payroll for 30 working days after which the long term disability takes effect.

A. If the Employee goes on military leave, all City-paid LTD benefits cease during the period of time the Employee is on military leave.

B. The benefits shall be offset against any statutory or common law benefits the employee may receive, including the reimbursement to the City of any judgment or settlement the employee may receive which is associated with his/her disability, injury or illness. This provision shall remain even if the employee is no longer an employee of the City.

3. After the 30 working day waiting period of illness or injury, a qualified employee shall receive the following wages:

A. 85 percent of his/her current hourly rate of pay for the first 12 months of injury or illness.
B. 67 percent of his/her current hourly rate of pay for the next 12 months.

4. The employee will not accrue the following benefits during the time an employee is receiving long-term disability benefits:

A. Vacation Leave
B. Employer's contribution to the Pension Plan

5. The City shall not pay LTD benefits while an employee is receiving either of the following:

A. Unemployment Compensation Benefits
B. Worker's Compensation Benefits

6. Maternity Leave is covered under this provision.

7. Exempt Employee's anniversary dates are adjusted due to medical leaves.

8. Leave periods on LTD do not count toward an employee's total years of service credit for purposes of retirement or retiree benefits (OPEB).

9. After an employee has received LTD benefits for the maximum period provided above or if the LTD claim is denied, the employee must provide a doctor's clearance for "return to work without restrictions" or employment will be terminated by the City, subject to FMLA law.

HEALTH / MEDICAL AND PRESCRIPTION INSURANCE (Executive and Exempt)

Medical and prescription coverage shall begin on the date of hire.

Effective July 1, 2019, the City will pay the premium for medical and prescription insurance for employees and eligible dependents according to P.A. 152, hereby referred to as the State-Established "Hard Cap". The Hard Cap adjusts each January 1st consistent with the changes made by the State Treasurer based upon the changes in the medical care component of the United States consumer price index for the most recent 12-month period for which data is available from the United States Department of Labor, Bureau and Labor Statistics.

The City will implement new Hard Cap rates at the next insurance policy rate renewal. Employees laid off will be eligible for continued medical, prescription, dental, optical and life insurance paid by the City for the first 60 days of layoff. After that, the employee must apply for COBRA coverage and pay the premium and applicable administrative fees to receive any City benefits.

Sick Leave – Employees on approved sick leave, not eligible for FMLA or LTD, will receive medical, prescription, dental and optical as provided by the insurance policy in place, not to exceed 30 calendar days.

It is the policy of the City that married couples who are both employed by the City, Court or any agency funded by the City, shall select one medical/prescription insurance contract to be covered under. Married couples must be on the same contract.

1. All full-time employees shall be covered by the City's medical/prescription insurance policy.

2. All full-time non-union employees may elect to waive health/prescription insurance coverage after presenting proof of alternative coverage to the Human Resources Department and will receive a taxable waiver payment based on their coverage as listed below:

    A. 1 person = $2,000
    B. 2 person = $3,000
    C. Family = $4,000

3. All employees are required to pay any contributions to premiums, which are established by the City or by State law.

4. Upon City Council approval of each CBA, health and prescription insurance coverage and RAC/Wellness benefits shall be the same as Teamsters Local 214.

DENTAL/OPTICAL INSURANCE

Effective on the date of hire, the City will pay the optical and dental premium for the employee and eligible dependents.

LIFE INSURANCE

Effective on the date of hire, the City will pay a life insurance policy for the employee as follows:

1. $20,000 Term Life Insurance
2. $20,000 Accidental Death and Dismemberment Insurance

PENSION BENEFITS (Executive and Exempt)

All full-time, regular employees of the City are required to be members of the pension system, unless the City rehires an employee that has retired or terminated and upon rehiring, is receiving either a City of Romulus Defined Benefit or Defined Contribution Pension, in which case they will not be eligible for a second City of Romulus pension. Executive and Exempt employees are enrolled upon date of hire. Benefits shall be administered in accordance with City Ordinance except as defined above. Pension benefits and contributions shall be the same as Teamsters Local 214, except as stated below under "OPEB" subsections.

DEFERRED COMPENSATION

The City provides a deferred compensation plan by which employees may defer a portion of their compensation, as defined by the plan under the same terms and conditions as those provided to employees of the City covered by Collective Bargaining Agreements.

WAGE CONTINUATION INSURANCE

Employees may participate, by way of payroll deduction, in a City-sponsored Wage Continuation Insurance Program.

OTHER POST EMPLOYMENT BENEFITS (OPEB)

The below OPEB benefit provisions are applicable to eligible full time employees unless otherwise waived as provided in this policy. The provisions are also applicable to spouses and dependents of employees to the extent required by law. Spouse and dependents must have been eligible for coverage for three years prior to the date of retirement to qualify for OPEB.

Eligibility for benefits will begin when the employee retires or separates employment, unless the employee is terminated for:

1. Stealing of City funds or property, or
2. Impairment due to alcohol or non-prescription drugs which caused serious injury or death to any person in which case benefits will not be paid.

OPEB – *Employees Last Hired* PRIOR *to July 1, 2008*

Employees last hired **prior to July 1, 2008 with ten (10) years** of accumulated service upon separation, prior to July 1, 2019, the City will pay **fifty percent (50%**of the premium for medical, prescription, dental, optical and life insurance benefits offered by the City to retirees. Employees retiring on or after July 1, 2019, the City will pay the amount of the Hard Cap, as referenced above, or 50% of the premium, whichever is less.

Employees last hired **prior to July 1, 2008 with fifteen (15) years** of accumulated service, the City will pay **seventy-five percent (75%)** of the premium for medical, prescription, dental, optical and life insurance benefits offered by the City to retirees. Employees retiring on or after July 1, 2019, the City will pay the amount of the Hard Cap as referenced above, or 75% of the premium, whichever is less.

For employees last hired **prior to July 1, 2008 with twenty (20) years** of accumulated service upon retirement prior to July 1, 2019, the City will pay the full amount of the premium for medical, prescription, dental, optical and life insurance benefits offered by the City to retirees. Employees retiring on or after July 1, 2019, the City will pay the amount of the State-established Hard Caps referenced above.

OPEB – *Employees Last Hired* Between *July 1, 2008 and June 30, 2014*

Employees last hired **between July 1, 2008 and June 30, 2014 with fifteen (15) years** of accumulated service upon separation prior to July 1, 2019, the City will pay **fifty percent (50%)** of the premium for medical, prescription, dental, optical and life insurance benefits offered by the City to retirees. Employees retiring on or after July 1, 2019, the City will pay the amount of the Hard Cap as referenced above, or 50% of the premium, whichever is less.

Employees last hired **between July 1, 2008 and June 30, 2014 with twenty (20) years** of accumulated service upon separation prior to July 1, 2019, the City will pay seventy-five percent (75%) of the premium for medical, prescription, dental, optical and life insurance benefits offered by the City to retirees. Employees retiring on or after July 1, 2019, the City will pay the amount of the Hard Cap as referenced above, or 75% of the premium, whichever is less.

Employees last hired **between July 1, 2008 and June 30, 2014 with twenty-five (25) years** of accumulated service upon retirement before July 1, 2019, the City will pay the full amount of the premium for medical, prescription, dental, optical and life insurance benefits offered by the City to retirees. Employees retiring on or after July 1, 2019, the City will pay the amount of the Hard Cap as referenced above.

OPEB – *Employees Last Hired on or After July 1, 2014*

Beginning July 1, 2014, the City shall implement a Health Care Savings Program for new hires and re-hires funded by employee/employer contributions, in accordance with applicable IRS regulations. The City shall contribute one percent (1%) of the employee's base wage and the employee shall contribute two percent (2%) of their base wage to the retiree health care savings program.

BUYOUT EMPLOYEES - Employees who have previously waived and received a lump sum "buy-out" for any retiree benefits will never again be eligible for those same retiree benefits.

Employees who have taken a lump sum buy-out will then be enrolled in the Health Care Savings Program, as defined above, upon the next payroll period.

WAIVER OF BENEFITS – Non-Medicare retirees on regular healthcare coverage may elect to waive all fringe benefits (health, prescription, optical, dental and life) offered by this policy annually during open enrollment (June) and receive a taxable payment of $2000 annually. If retiring mid-year, the retiree will receive a prorated waiver payment.

Retirees wishing to reenroll in healthcare benefits during open enrollment may be required to present supporting documentation for adding qualified beneficiaries to their healthcare plan.

If the separated employee is deceased, eligible spouses and/or dependents that waived fringe benefits as defined above will not be allowed to return to the plan and will no longer remain eligible for the annual opt-out payment.

LIFE INSURANCE - If eligible upon retirement retiree life insurance coverage is $10,000. No life insurance shall be offered to spouses or dependents.

ACCUMULATED SERVICE – Accumulated service, as it relates to health care, means all of the combined service as a full-time employee, not including periods of any break in service. LTD leaves, or any other unpaid leave exceeding 30 days, are considered breaks in service and do not count as accumulated service.

ELIGIBILITY FOR OPEB BENEFITS – Only a spouse and/or qualified dependent(s) who has been eligible for medical, prescription, dental and/or optical insurance benefits under a City employee (who is eligible for OPEB benefits) for at least three years prior to separation from employment shall be eligible for benefits upon the employee's separation. Spouses or dependents added to coverage within three years of separation shall not be eligible for benefits once the employee separates from the City. The separated employee, or surviving spouse, will be provided an annual statement, as well as notice of any premium changes, and will be required to have the premium contribution automatically deducted from their personal bank account.

All benefits for dependents terminate upon the date of death of the separated employee or eligible spouse (if applicable), whoever dies last.

In order to be eligible for the benefits set forth in this section, retirees and/or spouses must apply for all Medicare insurance coverage available to them – or any other federal insurance program, including paying any cost required of the retiree or spouse. Application must be made so that Medicare coverage is effective on the first date of eligibility. Retirees and/or spouses who do not apply for and maintain in effect any Medicare Part A&B insurance or other federal insurance program for which they are eligible and/or pay any portion of the premium required will not receive any of the continued coverages provided by this section. Retirees on Medicare coverage shall be enrolled in a City-sponsored Medicare supplement insurance (Medigap coverage).

If the retiree establishes residency in any other country outside of the jurisdiction of the US, no Medigap coverage will be paid by the City unless the retiree maintains Medicare Parts A & B while outside the jurisdiction of Medicare Coverage and the service is provided in the United States or a territory thereof.

If an employee who maintained the health insurance coverage for his/her spouse/dependents is retiring, and the spouse or dependents are also City employees, the retirement shall be considered a "qualifying event" and the insurance coverage shall be transferred to the spouse/dependent still actively employed. This circumstance shall not qualify as a "waiver" for the retiree because they are still receiving City-paid insurance benefits.

Employees who qualified to retire under a collective bargaining agreement which has since expired shall be provided healthcare benefits, prescription, dental and optical benefits as are approved by this policy. Union and Non-Union retirees who were contributing a percentage toward their Medigap premium prior to December 1, 2022 due to provisions of a collective bargaining agreement or policy in force at the time they retired shall no longer pay a percentage of the contribution effective December 1, 2022, so long as the premium does not exceed the state-established hard cap. Council reserves the right to modify or eliminate healthcare, prescription, and other retiree benefits at any time.

All of the details of the terms, conditions and eligibility for separated employee's medical, dental, optical and life insurance benefits are set forth in the City of Romulus' Retiree Health Care Plan and Trust, adopted by City Council, and may be amended periodically.

Nothing in this policy is intended to add to or increase benefits beyond those contained in the insurance policies the City has obtained to provide the benefits set forth herein. If there is any conflict between the language of this policy and the insurance policies, the insurance policies shall control. Nothing in this policy is intended to supersede any coverage provided in a CBA during the life of that CBA.

City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **September 26, 2022**

Item No. C.

General Description: Request to increase bid award to Demolition List 20-01 - Additional cost for abatement of hazardous materials

---

Resolution No. ___________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

---

Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	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 Robert A. McCraight

SUBJECT: Request to increase bid award to Demolition List 20-01 – Additional cost for abatement of hazardous materials

DATE: September 21, 2022

I concur with the recommendation of Gary Harris, Purchasing Director, James Wegienka, Building Official, and legal counsel and respectfully request Council increase awarded Bid ITB 21/22-06 to Blue Ribbon Contracting, Inc. by $31,250.00 to cover additional cost of abatement of hazardous materials. This will bring the total award to $113,970.00 which is the initial $82,720.00 and the $31,250.00 increase

Victoria Trush, Assistant Finance Director has verified that funds for this acquisition have been budgeted for and are available in the General Fund, Building Department, Demolitions Account, 101-371-814.000.

Motion by__________, supported by _________, to concur with the administration and increase awarded Bid ITB 21/22-06 to Blue Ribbon Contracting, Inc. by $31,250.00 to cover additional cost of abatement of hazardous materials. This will bring the total award to $113,970.00 which is the initial $82,720.00 and the $31,250.00 increase

MEMORANDUM

DATE: September 21, 2022
TO: Mayor Robert A. McCraight
FROM: Gary Harris, Purchasing Director
SUBJECT: Request to increase bid award to Demolition List 20-01- Additional cost for abatement of hazardous materials

---

The City of Romulus Building Department is requesting to increase the award of ITB 21/22-06, Demolition List 20-01, to cover additional cost of abatement of hazardous materials. ITB 21/22-06 was awarded to Blue Ribbon Contracting Inc. at the October 25, 2021 via resolution 21-303.

The initial award was for $82,720.00, however it was found an additional $31,250.00 will be needed to properly abate hazardous materials per State of Michigan standards.

It is the recommendation of myself and City of Romulus Building Official James Wegienka to allow for the increase to the contract. If you concur, please request Council's permission to increase the award of ITB 21/22-06 to Blue Ribbon Contracting Inc. by $31,250. This will bring the total award to a total of $113,970.00 including the initial $82,720.00 and the increase of $31,250.00.

Victoria Trush, Assistant Financial Services Director, has verified that funds for this purpose are currently available in the General Fund, Building Department Demolitions Expense Account (101-371-814.000).

If I can be of any further assistance to you regarding this matter, please contact me.

Gary Harris
Purchasing Director

Department of Building & Safety
MEMORANDUM

TO: Gary Harris, Purchasing Director/Lynn Conway, Asst. Purchasing Director

FROM: James Wegienka, Building Official

DATE: 8/15/22

SUBJECT: Demolition Bid ITB 21/22-06 Demolition list 20-01 additional cost for abatement of hazardous materials

On October 25, 2021, City Council awarded Demolition Bid ITB 21/22-06 to Blue Ribbon Contracting in the amount of $82,720.00 for the demolition of the properties on demolition list 20-01 (City Council Resolution # 21-303).

State of Michigan requires abatement of hazardous materials of structures being demolished. Blue Ribbon Contracting mistakenly did not include the cost of abatement of hazardous materials in their bid pricing. We are requesting City Council to increase the original bid award amount of $82,720.00 by adding the abatement cost in the amount of $31,250.00 for a total cost of $113,970.00.

Blue Ribbon Contracting will be utilizing BDS Environmental as their abatement contractor. Insurance, per the bid documents will be provided by BDS Environmental.

Please find attached spreadsheet showing the bid award amount and additional abatement amount for each property.

Should you have any questions or need additional information please contact me.

bs

Demolition Bid ITB 21/22-06 Demolition List 20-01
Additional Cost for Abatement of hazardous materials

	ADDRESS	BID APPROVAL COST	ADDITIONAL ABATEMENT COST
1	6980 & 6984 Birchdale	$ 10,996.00	N/A
2	32185 Ecorse	$ 19,760.00	$ 22,200.00
3	11398 Harrison	$ 9,856.00	$ 1,320.00
4	35053 Park Place	$ 7,500.00	N/A
5	5873 Wayne Road	$ 10,560.00	$ 1,850.00
6	6031 Wayne Road	$ 7,548.00	$ 5,880.00
7	11528 Whitehorn	$ 11,072.00	N/A
8	37147 Wick	$ 5,428.00	N/A
	TOTAL	**$ 82,720.00**	**$ 31,250**

FUNDS VERIFICATION FORM

DEPARTMENT: Building Department
FUND NAME: Demolitions
ACCOUNT NUMBER/S: 101-371-814.000
PURPOSE FOR REQUEST: Additional cost for asbestos removal of 32185 Ecorse Rd, 11398 Harrison, 5873 Wayne Rd, 6031 Wayne Rd. Bid awarded to Blue Ribbon Contracting (Bid # ITB 21/22-06, CC Resolution 21-303). Blue Ribbon Contracting mistakenly did not include the cost of abatement hazardous materials in their bid pricing.
AMOUNT OF EXPENDITURE: $ 31,250.00
SIGNATURE OF DEPARTMENT HEAD:
FUNDS CURRENTLY AVAILABLE: $100,000.00
FINANCE DEPARTMENT APPROVAL:
DATE: 8/15/22

X:\Demolitions\2020\BLUE RIBBON - ASBESTOS ADD ON\FUNDS VERIFICATION FORM.doc

BDS ENVIRONMENTAL

www.bdsenvironmental.com

24422 Ryan Road
Warren, Michigan
48091

Tel: (586) 755-9030
Fax: (586) 755-9068

December 7, 2021

Mat Treder
Blue Ribbon Contracting, Inc.
38210 West Huron River Drive
Romulus, MI 48174

RE: Asbestos Abatement Proposal
(4) Vacant Single-Family Houses, Romulus, Michigan 48174
BDS Proposal No. 21-1007

Dear Mr. Treder:

BDS Environmental is pleased to submit a proposal for the asbestos abatement services at the structures referenced above. The bid consists of the following general items:

- Supervision & Labor
- Material & Equipment
- Occurrence Abatement and G/ L Insurance ($1,000,000)
- Open Shop Wages

Specific Scope: BDS Environmental will abate the asbestos containing materials as identified and quantified in the ETC Environmental Asbestos Surveys emailed to us:

1. 6031 Wayne Rd., Romulus – **$5,880.00**
2. 32185 Ecorse, Romulus - **$22,200.00**
3. 11398 Harrison, Romulus – **$1,320.00**
4. 5873 Wayne Rd., Romulus – **$1,850.00**

Concrete Removal: $1,500.00 per day to supply competent person to line trucks and perform air monitoring activities while Blue Ribbon Contracting removes asbestos containing concrete. Blue Ribbon to supply water source during concrete removal activities.

Add Alternate: If Transite is identified behind brick or brick veneer surfaces, **an additional charge of $1,750.00 will apply.**

Exterior Work: Structures with exterior work will require a ten-foot clear space around the structure prior to BDS arrival.

Excluded: Hazardous materials, general debris from work areas. Excessive contents to be moved prior to BDS arrival.

Please feel free to contact our office at (586) 755-9030 if you have any questions.

Sincerely,

BDS Environmental

Ron Lawler

Ron Lawler
Sales Manager

Please let us know if you are accepting our proposal (BDS No. 21-1007) by signing below where indicated and faxing or mailing this page back to our office. Invoice is due upon completion of project.

This proposal is accepted by:

Name (Please Print) ____________________ Date ____________________

Signature ____________________ Amount ____________________

BUILDING DECOMMISSION SERVICES, LLC

City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **September 26, 2022**

Item No. D.

General Description: Piggyback on Sourcewell contract #110421-CMW Ditch Witch D10 Bore Machine

---

Resolution No. ___________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

---

Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	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 Robert A. McCraight

SUBJECT: Piggyback on Sourcewell contract #110421-CMW Ditch Witch D10 Bore Machine

DATE: September 21, 2022

I concur with the recommendation of Roberto Scappaticci, DPW Director and Gary Harris, Purchasing Director, and respectfully request Council's authorization to piggyback on the Sourcewell contract #110421-CMW for the purchase of a Ditch Witch D10 Bore Machine from Ditch Witch Sales of Michigan for a total of $177,437.36.

Victoria Trush, Assistant Finance Director, has verified that funds for the purchase are currently available in the Motor Vehicle Fund, Capital Outlay Machinery & Equipment Expense account#661-258-970.138.

Motion by__________, supported by __________, to concur with the administration and consent to piggyback on the Sourcewell contract #110421-CMW for the purchase of a Ditch Witch D10 Bore Machine from Ditch Witch Sales of Michigan for a total of $177,437.36.

MEMORANDUM

DATE: September 21, 2022
TO: Mayor Robert A. McCraight
FROM: Gary Harris, Purchasing Director
SUBJECT: Piggyback on Sourcewell Contract #110421-CMW Ditch Witch D10 Bore Machine

---

The City of Romulus Department of Public Works has requested to purchase a Ditch Witch D10 Bore Machine to replace the current wore and defective equipment by piggybacking on Sourcewell contract # 110421-CMW. Sourcewell RFP #110421 was awarded to The Charles Machine Works, the parent company of Ditch Witch, via Resolution 2022-03 on January 18, 2022 with the contract expiring December 27, 2025. This contract grants all Sourcewell members a 10% discount on all equipment.

Sourcewell is a State of Minnesota local Government unit and service cooperative that offers cooperative procurement solutions to government entities. Sourcewell membership is available to all government entities; public and private K-12 schools, colleges, and universities; and nonprofit organizations.

Please be advised that the City is not required to solicit competitive bids for this purchase under the exception to competition clause of the Romulus Purchasing Ordinance which allows for the piggybacking on a contract solicited and awarded by another agency and as further outlined in in subsection 39-11(d)(10) of the Ordinance:

> "The city's procurement by competitive sealed bids shall be waived and the city may piggyback on an existing extendable contract, where the materials, services or goods in combination with services are purchased from a state or local governmental agency's bid that has been sufficiently advertised and was the subject of sealed bids so that in the opinion of the purchasing director or their designee the procedure meets the intent of competitive sealed bidding under this chapter."

It is the recommendation of myself and DPW Director Roberto Scappaticci to proceed with this purchase. If you concur, please request Council's permission to piggyback on the Sourcewell contract #114021-CMW for the purchase of a Ditch Witch D10 Bore Machine from Ditch Witch Sales of Michigan for a total of $177,437.36.

Victoria Trush, Assistant Financial Services Director, has verified that funds for this purpose are currently available in the Motor Vehicle Fund, Capital Outlay Machinery & Equipment Expense Account (661-258-970.138).

If I can be of any further assistance to you regarding this matter, please contact me.

Gary Harris
Purchasing Director

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO:	**Honorable City Council**
FROM:	**Roberto J. Scappaticci, Director of Department of Public Works**
CC:	**Mayor Robert McCraight** **Kathy Hood, Assistant Director, Department of Public Works**
DATE:	**September 12th, 2022**
SUBJECT:	**Sourcewell Piggyback Purchase Approval of Bore Machine (D10 Ditch Witch)**

Dear Honorable City Council,

I am requesting your approval to piggyback a purchase on Sourcewell contract#110421-CMW (Ditch Witch Underground Utility & Landscape Grounds Equipment) for the purchase of a Ditch Witch D10 Bore Machine. This is to replace our current wore and defective equipment. The amount of $177,437.36 will be charged from account# 661-258-970.138 for the purchase.

If you should have any questions regarding this matter please feel free to contact me at 734-955-8752 or rscappaticci@romulusgov.com.

Sincerely,

Roberto J. Scappaticci, Director of Public Works

s:\public works\administrative\admin documents\2022 memos\memo to council - piggyback sourcewell.docx

Sourcewell

Solicitation Number: RFP #110421

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Charles Machine Works, Inc., 1959 West Fir Ave., Perry, OK 73077 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Utility Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

FUNDS VERIFICATION FORM

CITY OF ROMULUS

DEPARTMENT: Department of Public Works	
FUND NAME: Motor Vehicle & Equipment – Capital Outlay – Machinery & Equipment	
ACCOUNT NUMBER/S: 661-258-970.138	
PURPOSE FOR REQUEST: To piggyback a purchase on Sourcewell contract# 110421-CMW for the purchase of a Ditch Witch D10 Bore Machine.	
AMOUNT OF EXPENDITURE: 180,000.00	
SIGNATURE OF DEPARTMENT HEAD:	
FUNDS CURRENTLY AVAILABLE:	$180,000
FINANCE DEPARTMENT APPROVAL:	
DATE: 9-12-22	

C:\Users\gharris\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\SU6YS1FF\FUNDS VERIFICATION FORM - Ditch Witch D10 Bore Machine.doc

DitchWitch®
CORPORATE ACCOUNTS

Quotation

The Charles Machine Works
1959 West Fir Avenue
P.O.Box PO BOX 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617
Email : global@ditchwitch.com

Sold-to Party Address

CITY OF ROMULUS
SOURCEWELL MEMBER 32926
11111 WAYNE ROAD
ROMULUS MI 48174

Information

Quotation No.	20188196
Document Date	08/31/2022
Customer No.	513999
Dealership	DITCH WITCH SALES OF MICHIGAN HOWELL
PO	
Created by	Todd Miller

Global Account Price Quote
Quote Valid until : 10/31/2022

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
	********** *SOURCEWELL CONTRACT* *110421-CMW* ********** *JT10/DP/DHT $128,752.22* *FM5X(300) $9,113.30* *ELECTRONICS $25,334.84* *FELLING FT14 $13,000.00* *EQPT TOTAL $176,200.36* **********			
1EA	JT10A - JT10A With the following configuration: Engine Highly Regulated Mud Pump 16 Gallon JT Auger 4in Auger Hydraulic Oil Standard Exit Pit tooling Exit pit tool			
1EA	JT10A-PREP - JT10 Equipment Prep			
50EA	355-1150 - POWER PIPE HD FM 1.58 X 2.00 1. 30-5 6'			
1EA	TD-RECON - TD-RECON			

DitchWitch
CORPORATE ACCOUNTS

Quotation

The Charles Machine Works
1959 West Fir Avenue
P.O.Box PO BOX 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617
Email : global@ditchwitch.com

Sold-to Party Address

CITY OF ROMULUS
SOURCEWELL MEMBER 32926
11111 WAYNE ROAD
ROMULUS MI 48174

Information

Quotation No.	20188196
Document Date	08/31/2022
Customer No.	513999
Dealership	DITCH WITCH SALES OF MICHIGAN HOWELL
PO	
Created by	Todd Miller

Global Account Price Quote
Quote Valid until : 10/31/2022

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
	With the following configuration: Radio Option North America Radio			
2EA	300-3986 - STABILIZER PAD			
1EA	918-0760 - STRTR ROD ASSY, LG HAWK 275(B) X 1.30(P)			
1EA	918-0715 - Collar Hawkeye 275			
1EA	918-0751 - ADAPTER Asmbly Hkeye 275 M x 2" IF M			
1EA	400-3139 - 2.5" PWRHOUSE XD/5H-12MM/DW/2.0 " I.F.			
1EA	369-729 - 3-5/12-63-10 TUFF BIT			
1EA	369-709 - CLEVIS ASSEMBLY			
1EA	400-2544 - 6.5-2.75 FLUTED HD (2.0 API-IF, F/12K FLG			
1EA	190-2360 - 12K SWIVEL KIT (12K TAB)			
1EA	185-918 - PULLING GRIP (1 1/4"-2")			

Ditch Witch®
CORPORATE ACCOUNTS

Quotation

The Charles Machine Works
1959 West Fir Avenue
P.O.Box PO BOX 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617
Email : global@ditchwitch.com

Sold-to Party Address

CITY OF ROMULUS
SOURCEWELL MEMBER 32926
11111 WAYNE ROAD
ROMULUS MI 48174

Information

Quotation No.	20188196
Document Date	08/31/2022
Customer No.	513999
Dealership	DITCH WITCH SALES OF MICHIGAN HOWELL
PO	
Created by	Todd Miller

Global Account Price Quote
Quote Valid until : 10/31/2022

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	400-3056 - 10K SWIVEL			
1EA	FM5XB - FM5XB With the following configuration: Decals English Fluid Tank 300 Gallon Tank			
1EA	MARKSMAN-PLUS - Marksman-Plus With the following configuration: Radio Option North America Radio			
1EA	220-2847 - MARKSMAN SWIVEL BASE MOUNT			
1EA	222-6212 - EVA CASE, TRACKER COMBO			
1EA	102-2572 - M17-PLUS BEACON			
1EA	NON DW TRAILER - TOWMASTER T14D HDD TRAILER			
		Corporate Account Price		176,200.36
		Total Freight		1,197.00
		Total Tax		10,574.42
		Installation Charge		40.00
		Total Amount		$ 188,011.78

City of Romulus

Clerk's Report

Ellen L. Craig-Bragg, Clerk

Council Meeting Held: **September 26, 2022**

Item No. 6

General Description: ____

Resolution No.__________

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes:	All	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb Williams
Nays:	All	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb Williams
Abstain:	All	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb Williams

MOTION CARRIED UNANIMOUSLY　　MOTION CARRIED　　MOTION FAILED

City of Romulus

Treasurer's Report

Council Meeting Held: **September 26, 2022**

Item No. 7.

General Description: ____

____

Resolution No.______

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

Ayes:	All	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	All	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	All	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED UNANIMOUSLY   MOTION CARRIED   MOTION FAILED

City of Romulus

Public Comment

Council Meeting Held: **September 26, 2022**

Item No. 8.

General Description: ____

____

Resolution No.______

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

Ayes:	All	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	All	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	All	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

Unfinished Business

Council Meeting Held: **September 26, 2022**

Item No. 9.

General Description: ____

____

Resolution No.______

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

Ayes:	All	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	All	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	All	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

New Business

Council Meeting Held: **September 26, 2022**
Item No. 10.

General Description: ____

____

Resolution No.______

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

Ayes:	All	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	All	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	All	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED UNANIMOUSLY MOTION CARRIED MOTION FAILED

City of Romulus

Warrant

Council Meeting Held: **September 26, 2022**

Item No. A.

General Description: Approval of Warrant #: 22-18 for checks presented in the amount of $1,357,612.03.

Resolution No. ___________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

---

Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED UNANIMOUSLY — MOTION CARRIED — MOTION FAILED

CITY OF ROMULUS
WARRANT REGISTER SUMMARY

Council Meeting Date: September 26, 2022
Warrant Number: 22-18

TOTAL WARRANT REGISTER **1,357,612.03**

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

9/21/2022 **CHECK DISBURSEMENT REPORT FOR CITY OF ROMULUS**
CHECK DATE FROM 09/08/2022 - 09/21/2022

Fund		Amount
Total for fund 101	General Fund	103,652.76
Total for fund 202	Major Street Fund	101,151.04
Total for fund 203	Local Street Fund	35,763.90
Total for fund 205	Public Safety Fund	19,520.48
Total for fund 211	Cable TV	430.28
Total for fund 218	Merriman Rd. Spec. Access	14,249.11
Total for fund 220	Oakwood SAD	85.25
Total for fund 226	Garbage & Rubbish Collection Fund	100,090.39
Total for fund 261	911 Service Fund	957.30
Total for fund 268	Narc Forfeiture - State	733.95
Total for fund 271	Library Fund	6,591.32
Total for fund 295	DDA	19,474.37
Total for fund 297	T.I.F.A. District #2	28,792.66
Total for fund 352	2014 Capital Improvement Bonds	24,034.00
Total for fund 592	Water & Sewer Fund	526,982.11
Total for fund 661	Motor Vehicle	55,582.36
Total for fund 664	Technology Services	2,027.34
Total for fund 676	Retiree's Ins. Benefits	174,211.50
Total for fund 701	Revolving Fund	5,763.00
Total for fund 703	Current Tax	24,560.02
Total for fund 750	Payroll Fund	112,958.89
TOTAL - ALL FUNDS		1,357,612.03

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 09/08/2022 - 09/21/2022

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank POOL POOLED CASH						
09/15/2022	POOL	79731	3900	BCICAPITAL, INC	LEASE PAYMENT 1 OF 5 2021 FORD E 450 AM	45,753.88
09/15/2022	POOL	79732	1980	COMCAST	BUSINESS CABLE 9/18/22-10/17/22 ACCOUNT	129.31
09/15/2022	POOL	79733	0012	DTE ENERGY	7506 MERRIMAN - LANDSCAPING AUG 4 - SEI	142.11
09/15/2022	POOL	79734	0772	DTE ENERGY	MUNICIPAL COMPLEX AUGUST 2022	12,694.60
09/15/2022	POOL	79735	4161	EARTH ANGELS PERFORMING ARTS	SUMMER NIGHTS EVENT "GREASE" MOVIE NI	500.00
09/15/2022	POOL	79736	4164	PHILLIP CLEMONS	P. FEST SAT BAND FUNK OPUS 9/17/22	400.00
09/15/2022	POOL	79737	0960	POSTMASTER	PRE-PAID POSTAGE ACCT 659010, BRM 48-00	2,000.00
09/15/2022	POOL	79738	0670	VERIZON WIRELESS	CELLPHONE ACCT # 342127256-00001 AUG 0	1,981.11
09/15/2022	POOL	79739	0670	VERIZON WIRELESS	DATA ACCT # 342127256-00002 USB&MIFI AU	2,758.75
09/21/2022	POOL	1047(E)	0016	BLUE CROSS/BLUE SHIELD OF MICH	OCTOBER 2022 INV. 148471236/269/289/111	218,412.74
09/21/2022	POOL	1048(E)	0581	COMERICA COMM. CARD SERV.	AUGUST 2022 COMERICA CARD PURCHASES F	1,441.73
					AUGUST 2022 COMERICA CARD PURCHASES F	760.00
					AUGUST 2022 COMERICA CARD PURCHASES F	3,180.18
					DPW INVENTORY ORDER SAM'S CLUB	71.04
					AUGUST 2022 COMERICA CARD PURCHASES F	1,619.38
					AUGUST 2022 COMERICA CARD PURCHASES F	437.00
					AUGUST 2022 COMERICA CARD PURCHASES F	1,178.14
					AUGUST 2022 COMERICA CARD PURCHASES F	467.35
					AUGUST 2022 COMERICA CARD PURCHASES F	114.87
					AUGUST 2022 COMERICA CARD PURCHASES F	179.99
					AUGUST 2022 COMERICA CARD PURCHASES F	97.33
						9,547.01
09/21/2022	POOL	1049(E)	0012	DTE ENERGY	6900 WAYNE - FIRE STATION #3 AUG 2 - AUG	85.67
					OAKWOOD STORM SEWER PUMP STATION - :	85.25
					6241 DEXTER - BOICE PARK 8/5/22-9/2/22	34.89
					7219 MIDDLEBELT - FIRE #2 AUG 4 - SEP 1,	603.19
					37230 NORTHLINE- FS #1 AUG 5 - SEP 2, 20	51.86
					11120 HUNT - SCHOOL HOUSE @ HISTORICAL	54.18
					16869 BRANDT - CREEKSIDE PUMP STATION 7	47.28
					10202 SHOOK RD - CEMETERY AUG 5 - SEP 2	29.30
					11147 HUNT - HISTORICAL PAVILLION AUG 5	72.43
					12300 WAYNE - ANIMAL SHELTER AUG 5 - SEI	1,105.18
					12055 WAYNE - BIRD HOUSE AUG 5 - SEP 2,	12.18
					VINING RD HOT BOX - 34155 GODDARD AUG	30.46
					11189 SHOOK - CHAMBER BLDG AUG 5 - SEP	204.30
					9755 OZGA - ELMER JOHNSON PARK AUG 5 -	56.24
					38205 BARTH - EMERGENCY SIREN AUG 2 - AU	25.04
						2,497.45
09/21/2022	POOL	1050(E)	3992	INVOICE CLOUD INC.	AUGUST 2022 FEES FOR CREDIT CARD PAYME	764.50
09/21/2022	POOL	1051(E)	1014	THE HARTFORD-PRIORITY ACCOUNTS	SEPTEMBER 2022 HARTFORD CUST # 0087585	6,897.79
09/21/2022	POOL	1052(E)	3612	TOSHIBA FINANCIAL SERVICES	COPIER LEASE PAYMENT SEPTEMBER 2022	2,122.87
09/21/2022	POOL	1053(E)	3021	VARIPRO BENEFIT ADMINSTRATORS	OCTOBER 2022 RETIREE HEALTH	59,671.09
09/21/2022	POOL	79740	2771	AEROTROPOLIS DEVELOPMENT CORP.	PAYMENT OF 2022/2023 (JULY 1, 2022 THRU	25,000.00
09/21/2022	POOL	79741	2942	AIRGAS, INC.	OXYGEN REFILL AND CYL RENT - FIRE DEPT	32.80
					OXYGEN REFILL AND CYL RENT - FIRE DEPT	70.29
						103.09
09/21/2022	POOL	79742	MISC	AISHA THOMAS	PARK DEPOSIT REFUND, ELMER JOHNSON, EV	25.00
09/21/2022	POOL	79743	4116	ALFRED BENESCH & COMPANY	RFP 21/22-01 FIELD INVESTIGATION OF WATE	34,789.00
09/21/2022	POOL	79744	3336	ALLIE BROTHERS, INC	CAPTAIN RETIREMENT BADGE (D. HULL)	182.61

09/21/2022	POOL	79745	4021	ALLIED BUILDING SERVICE COMPANY	PIGGYBACK ON MIDEAL CONTRACT #00861 A	8,388.19
09/21/2022	POOL	79746	4027	AMAZON CAPITAL SERVICES	NOVEMBER 8, 2022 ELECTION SUPPLIES	473.53
					MISCELLANEOUS SUPPLIES	88.30
					NOVEMBER 8, 2022 ELECTION SUPPLIES	226.46
					NOVEMBER 8, 2022 ELECTION SUPPLIES	186.92
					FRIDGE FILTERS, PEN CUP, SHEET PROTECTOF	135.05
					OFFICE SUPPLIES & ELECTION SUPPLIES	130.62
					FIRE OFFICER HANDBOOK, SHREDDER, NOTEE	294.14
					ELECTION & OFFICE SUPPLIES	156.27
					TAPE, FOLDERS, WHITE BOARD CLEANER, 3.0	(14.99)
						1,676.30
09/21/2022	POOL	79747	4027	AMAZON CAPITAL SERVICES	TAPE, FOLDERS, WHITE BOARD CLEANER, 3.0	86.80
09/21/2022	POOL	79748	4027	AMAZON CAPITAL SERVICES	WHITEBOARD, HEAVY DUTY STAPLER, EXPAN:	242.95
09/21/2022	POOL	79749	4027	AMAZON CAPITAL SERVICES	DISPATCH TONER & JUMP STARTER	246.79
09/21/2022	POOL	79750	2903	APPLIED INNOVATION	ROMULU01-004, 8/1/22-8/31/22, ADDTL JUL'	926.72
					ROMULU01-004, 9/1/22-9/30/22, ADDTL PAG	886.67
						1,813.39
09/21/2022	POOL	79751	3503	ARIFA JAVED	ROMULUS PUBLIC LIBRARY - SEASON IN THE I	35.00
09/21/2022	POOL	79752	3649	AUTO VALUE OF ROMULUS	DPW GOLFCART 16X650 8 TR13	20.99
					GOLF CART RED ELECTRIC 36 VOLT CHARGER	81.49
					MECH SHOP 7 CHISEL BLANK	23.09
					MECH SHOP 3/4 COLD CHISEL	22.69
					MECH STOCK OIL FILTER	78.60
					W/S 41-18 REMAN STARTER	317.79
					WATR METER VAN17	49.95
					ROADS 126 DYNAJACK TANK	254.19
					ROADS 123 GR. FITTING ASST., MET. GRS. F	91.78
					POLICE CHIEF F DISC BRAKE KIT, BRAKE ROT	229.99
					PD CHIEF R DISC BRAKE KIT, BRAKE ROTOR,	139.99
					DPW OLD 100 BRAKE SUPPLIES	347.29
					MECH STOCK 6TON JACK STANDS	92.79
					ASSESSORS LONG LIFE MINI	6.29
					MECH STOCK 5 MIN EPOXY	3.89
					W/S 17 3/8 RATCHET KIT, ABS SENSOR	32.72
					POLICE R26 IINTERSTATE BATTERY	159.49
					PD KLINES CAR HUB ASSEMBLY	172.88
					PD CHIEF F WHEEL NUT	17.82
					M1 PD BIKE 12V 12V 18 AH	87.00
					POLICE M-1 BATTERY, CORE CREDIT	(73.00)
						2,157.72
09/21/2022	POOL	79753	MISC	AYUA HORTON	SENIOR CENTER RENTAL REFUND, EVENT DAT	25.00
09/21/2022	POOL	79754	2349	AZTECA SYSTEMS LLC	CITYWORKS ONLINE ANNUAL LICENSE AND SI	30,762.50
09/21/2022	POOL	79755	1683	BAKER & TAYLOR	251637 L154147 2 B00000, QTY 29	369.91
					251637 L154147 2 B00000, QTY 29	320.58
					251637 L154147 2 B00000, QTY 44	508.74
						1,199.23
09/21/2022	POOL	79756	0885	BLINDU CONSTANTIN	2022 SUM TAX REFUND 80 118 99 0009 000,	11.47
09/21/2022	POOL	79757	0417	BLUE RIBBON CONTRACTING INC.	TOPSOIL & SAND - DPW - NO MULCH	32.00
09/21/2022	POOL	79758	0064	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES AND EQUIPMENT - FIRE D	652.38
09/21/2022	POOL	79759	3092	CENTER POINT LARGE PRINT	ROMULUS PUBLIC LIBRARY QTY 8	194.16
09/21/2022	POOL	79760	2965	CLEAR RATE COMMUNICATIONS, INC.	ACCOUNT # 4876633, 9/21/22-10/20/22	7,004.51
09/21/2022	POOL	79761	3857	COMMERCIAL GROUNDS SERVICES	RFP 19/20-14 MERRIMAN RD LANDSCAPING J	14,107.00

09/21/2022	POOL	79762	0572	CONTRACTORS CONNECTION	TRUPER CHROME CEREMONIAL SHOVEL	135.00
09/21/2022	POOL	79763	3546	CORE & MAIN	MISC WATER SUPPLIES - DPW	99.25
09/21/2022	POOL	79764	2500	COSTAR REALTY INFORMATION, INC.	MONTHLY REAL ESTATE CONSULTING SEPTEM	455.00
09/21/2022	POOL	79765	0225	CROVA SALES & SERVICE	SHOP SUPPLIES - DPW	124.50
					MECH 40 LB FLOOR DRY	315.00
						439.50
09/21/2022	POOL	79766	1497	CSX TRANSPORTATION, INC.	ANNUAL FEE FOR CROSSING SIGNAL MAINTEI	10,440.00
09/21/2022	POOL	79767	0584	DEMCO	CUST. 210024610, BOOK TAPE & LAMINATE	363.46
09/21/2022	POOL	79768	MISC	DENASHA WALKER	SENIOR CENTER DEPOSIT REFUND, EVENT DA	100.00
09/21/2022	POOL	79769	3209	DESHAWN JEFFERSON	BD BOND REFUND, 7239 DODGE	1,250.00
09/21/2022	POOL	79770	4044	DETROIT METRO AIRPORT CENTER LLC	12 MO LEASE FOR CITY RECORDS ROMULUS 8	1,236.98
09/21/2022	POOL	79771	1763	DETROIT SALT COMPANY	ROCK SALT	33,386.00
					ROCK SALT	19,403.97
					ROCK SALT	25,248.94
						78,038.91
09/21/2022	POOL	79772	3495	DOMINION VOTING SYSTEMS, INC.	5 YEAR EXTENDED MAINTENANCE CONTRACT	9,255.00
09/21/2022	POOL	79773	3253	DORRIS BENNETT	REIMBURSEMENT FOR SEPTEMBER 2022 RETI	364.79
09/21/2022	POOL	79774	3209	EDWARDS MARVIN L	BD BOND REFUND, 33331 SAND PIPER	4,238.00
09/21/2022	POOL	79775	2557	ELECTION SOURCE	AUGUST 2020 ELECTION TEST DECK CHART &	700.00
09/21/2022	POOL	79776	MISC	FATIMA NAHHAL	ANIMAL STERILIZATION FOR BOWTIE, TOM, I	75.00
09/21/2022	POOL	79777	3475	FERGUSON WATERWORKS #3386	NEW HYDRANT METERS	1,822.98
					MISC METER REPAIR PARTS - DPW	430.00
						2,252.98
09/21/2022	POOL	79778	3829	FOSTER BLUE WATER OIL, LLC	DIESEL FUEL	2,870.36
					TANK RENTAL	60.00
						2,930.36
09/21/2022	POOL	79779	0885	FREE ROBERT T	2022 SUM TAX REFUND 80 052 99 0014 000,	885.06
09/21/2022	POOL	79780	4120	FUTURE IQ, INC.	RFP 21/22-16 2022 VISIONING PROCESS 20%	11,600.00
09/21/2022	POOL	79781	2703	GALE/CENGAGE LEARNING	ACCOUNT #194418, ORDER 43200568S#	61.58
09/21/2022	POOL	79782	0951	GANDOL INC	FACADE PROGRAM 36539 GODDARD	1,450.00
09/21/2022	POOL	79783	0128	GIARMARCO, MULLINS, & HORTON, PC	ACCT 70085-042B GATEWAY 7/15/22 - 8/10/2	120.00
					ACCT 70085-004B GENERAL 8/12/22-9/14/22	6,675.00
					7/14/22-8/5/22, ACCT. 70085-005B, HUMAN	0.50
					ACCT 70085-045B MOTOWN SPORTS 7/6/22 (	60.00
					ACCT 70085-045B MOTOWN SPORTS 7/20/22	772.50
					ACCT 70085-015B PLANNING DEPT 6/22/22 -	195.00
					ACCT 70085-015B PLANNING DEPT 6/22/22 -	45.00
					ACCT 70085-015B PLANNING DEPT 7/18/22 -	22.50
					ACCT 70085-015B PLANNING DEPT 7/18/22-8	142.50
					ACCT 70085-044B ROMULUS TRADE CENTER 7	1,117.50
					70085-010B LEGAL SERVICES FOR 8/11/22-9/	390.00
					70085-011B LEGAL SERVICES 9/2/22-9/10/22	322.50
					70085-007B LEGAL SERVICES 8/22-9/10/22 F	300.00
					70085-042B LEGAL SERVICES 8/22/22-9/14/2	465.00
					70085-005B LEGAL SERVICES 8/24/22-9/14/2	1,065.00
					70085-006B LEGAL SERVICES 8/12/22-9/7/22	135.00
					70085-044B LEGAL SERVICES 8/30/22 ROMUL	75.00
						11,903.00
09/21/2022	POOL	79784	0631	GORDON FOOD SERVICE, INC.	CUSTOMER # 712400021, WOODHAVEN, MI 9	64.09
09/21/2022	POOL	79785	0338	GRAINGER INC.	FOR MISCELLANEOUS PURCHASES - DPW - AL	13.98

09/21/2022	POOL	79786	4158	GRANICUS	SUBSCRIPTION; FOIA MANAGEMENT SOFTW/	5,096.00
09/21/2022	POOL	79787	3575	GREAT LAKES POWER & LIGHTING	REPAIR SIX LIGHTS THAT ARE OUT INTHE LOC	2,952.76
09/21/2022	POOL	79788	3264	GREAT LAKES WATER AUTHORITY	ACCT # 100-2451-W WATER USAGE/FIXED CH	417,593.02
09/21/2022	POOL	79789	3433	GROUP 31 SUPPLY	WELDING SUPPLIES	387.55
09/21/2022	POOL	79790	2076	HASTINGS AIR-ENERGY CONTROL, INC.	SOLE SOURCE - PLYMOVENT WIRELESS RECEI\	689.95
					SOLE SOURCE - PLYMOVENT WIRELESS RECEI\	610.00
						1,299.95
09/21/2022	POOL	79791	1150	HERITAGE-CRYSTAL CLEAN LLC	20 GALLON DRUM USED PARTS CLEANER MA	301.40
09/21/2022	POOL	79792	2789	HILLARD'S GLASS, INC.	INSTALL WINDOW ON #455 - GROUNDS MOV	375.00
09/21/2022	POOL	79793	0891	HOME DEPOT	SWIVEL BOLT SNP	38.96
					DISINFECTANT CITRUS, ODOR ABSORB	23.39
					1 GAL LIQUID FOG, PURPLE & ORANGE MINI L	59.90
					DIABLE BITS, TAPCON	31.39
						153.64
09/21/2022	POOL	79794	3209	Huda Alomari	BD BOND REFUND, 36608 GODDARD	200.00
09/21/2022	POOL	79795	1420	HYDROCORP, INC.	NON RESIDENTIAL CROSS CONNECTION INSPI	1,900.00
					RESIDENTIAL CROSS CONN. INSPECTION PRO(	6,822.00
						8,722.00
09/21/2022	POOL	79796	MISC	JESSICA WILHOITE	MILEAGE REIMBURSEMENT FOR WILLOW SCH	6.35
09/21/2022	POOL	79797	3721	KELLER THOMA PC	CLIENT 005018, GENERAL MATTERS AUGUST	1,350.00
09/21/2022	POOL	79798	3072	KIMBALL MIDWEST	SHOP SUPPLIES	488.51
					REPLENISH INVENTORY OF FASTENING MATE	1,401.25
					HYDRAULIC HOSE FOR EQUIPMENT & SALT TF	401.00
						2,290.76
09/21/2022	POOL	79799	3736	KRZYSKE BROS CO	CATCH BASIN REBUILDS	1,698.32
09/21/2022	POOL	79800	4144	L&R SANDBLASTING INC.	SANDBLAST POLES & CONCRETE AROUND PO	1,950.00
09/21/2022	POOL	79801	0023	LIBERTY PLUMBING SUPPLY	WATER & SEWER MISC REPAIRS - DPW - ALL E	556.07
09/21/2022	POOL	79802	0212	LOWER HURON CHEM & SUPPLY CO., INC	Inventory Order	2,043.68
09/21/2022	POOL	79803	3592	MACEO	FALL MINI CONFERENCE	70.00
					FALL MINI CONFERENCE	70.00
						140.00
09/21/2022	POOL	79804	2666	MAURER'S TEXTILE RENTAL SERVICES	EMPLOYEE UNIFORM EXPENSE - ITB 21/22-1	25.14
					EMPLOYEE UNIFORM EXPENSE - ITB 21/22-1	133.24
					EMPLOYEE UNIFORM EXPENSE - ITB 21/22-1	27.57
					EMPLOYEE UNIFORM EXPENSE - ITB 21/22-1	1.57
					EMPLOYEE UNIFORM EXPENSE - ITB 21/22-1	1.57
					EMPLOYEE UNIFORM EXPENSE - ITB 21/22-1	27.57
					EMPLOYEE UNIFORM EXPENSE - ITB 21/22-1	25.14
					EMPLOYEE UNIFORM EXPENSE - ITB 21/22-1	133.24
						375.04
09/21/2022	POOL	79805	3814	MELISSA BEHRING TOBIAS	ROMULUS PUBLIC LIBRARY, EVENT DATE 10/2	250.00
09/21/2022	POOL	79806	0088	MESSENGER PRINTING SERVICE INC.	ENVELOPES, CITY RETURN ADDRESS WINDOW	419.00
					ENVELOPES, CITY RETURN ADDRESS	395.00
					BUSINESS CARDS FOR ASSESSOR	74.50
						888.50
09/21/2022	POOL	79807	0048	MICHIGAN CAT	MISC EQUIPMENT PURCHASES - DPW SEAL	51.56

09/21/2022	POOL	79808	0427	MIDWEST TAPE	CUST# 2000015943 DIGITAL	542.96
					CUST # 2000005771 ELVIS	26.24
					CUST # 2000005771 BOOKS/DVDS	449.62
						1,018.82
09/21/2022	POOL	79809	0427	MIDWEST TAPE	CUST # 2000005771 AUDIO/DVD	168.95
09/21/2022	POOL	79810	0006	MOORE, SHERRY	UB REFUND FOR ACCOUNT: 020957, 16284 T/	130.29
09/21/2022	POOL	79811	0068	MUCHMORE HARRINGTON SMALLEY & AS	LEGISLATIVE SERVICES FOR SEPTEMBER 2022	4,000.00
09/21/2022	POOL	79812	2947	NATIONAL VISION ADMINISTRATORS, LLC	VISION COVERAGE FOR SEPTEMBER 2022	1,623.98
09/21/2022	POOL	79813	3740	NAVIA BENEFIT SOLUTIONS - LOCKBOX	NAVIA FOR AUGUST 2022	300.00
09/21/2022	POOL	79814	1629	NIGP	OCTOBER 5, 2022 INFLATION & HIGHER PRICE	79.00
09/21/2022	POOL	79815	1131	OUTDOOR EXPERTS, INC	FIELD CUTTING JULY 2022 CITY PROPERTIES	636.00
09/21/2022	POOL	79816	0148	PARAGON LABORATORIES INC	FIRE STATION #4	184.00
					WATER TESTING @ 11131 DELANO	75.00
						259.00
09/21/2022	POOL	79817	0984	PARKWAY SERVICES, INC.	PORTA JOHNS HISTORICAL PARK	480.00
					PORTA POTTY SERVICES FOR FERNANDEZ PAF	120.00
					PORTA POTTY SERVICES FOR ST. JOHN'S LODC	120.00
					2022 PUMPKIN FESTIVAL PORTA-JOHNS FOR	4,330.00
					PORTA POTTY SERVICES FOR ELMER JOHNSOI	300.00
						5,350.00
09/21/2022	POOL	79818	MISC	PATTY BRADEN	ZOOM ONE PRO ANNUAL 9/9/22-9/8/23	149.90
09/21/2022	POOL	79819	3209	PLUMBSTAR PLUMBING	BD PAYMENT REFUND, 11131 DELANO	25.00
09/21/2022	POOL	79820	MISC	PLUMBSTAR PLUMBING	PERMIT FEE REFUND - WATER LINE REPLACEN	235.00
09/21/2022	POOL	79821	0062	PROPANE SERVICES	MISC. FOR MECHANICS - DPW	53.77
09/21/2022	POOL	79822	MISC	RENEE BROWN	PARK RENTAL DEPOSIT REFUND, MARY ANN E	25.00
09/21/2022	POOL	79823	0688	REY-MART ASPHALTING CO.	ITB-20/21-16 REPAVE ROADWAY FROM CROS	2,779.02
					ASPHALT REPAIR @ 35450 VINEWOOD	5,808.32
						8,587.34
09/21/2022	POOL	79824	1952	RITTER GIS, INC.	GIS SUPPORT SERVICES AUGUST 2022	3,485.00
09/21/2022	POOL	79825	MISC	ROCHELLE MADDOX	SENIOR CENTER DEPOSIT REFUND, EVENT DA	100.00
09/21/2022	POOL	79826	2941	ROWE PROFESSIONAL SERVICES COMPAN	BEVERLY ROAD PHASE III - MERRIMAN RD EAS	42,430.84
09/21/2022	POOL	79827	0204	SERVICE ELECTRIC SUPPLY INC	MISC. BUILDING REPAIRS - DPW	70.80
					MISC. BUILDING REPAIRS - DPW	53.99
					MISC. BUILDING REPAIRS - DPW	49.64
					MISC. BUILDING REPAIRS - DPW	25.68
						200.11
09/21/2022	POOL	79828	2498	SHERWIN WILLIAMS	PAINTING SUPPLIES FOR HISTORIC FREIGHT H	41.86
					PAINTING SUPPLIES FOR HISTORIC FREIGHT H	41.86
						83.72
09/21/2022	POOL	79829	4040	STAPLES	OFFICE SUPPLIES SEPT 2022	63.03
					OFFICE SUPPLIES SEPT 2022	(12.37)
						50.66
09/21/2022	POOL	79830	2518	STATE OF MICHIGAN	QUALITY ASSURANCE QRTLY AMBULANCE AS	911.05
09/21/2022	POOL	79831	MISC	STATE OF MICHIGAN	DISBURSE 2022 C.T. FOR AUGUST 16-31, 202	22,358.99
09/21/2022	POOL	79832	0503	STERICYCLE, INC.	REMOVAL OF PD MEDICAL WASTE SEPTEMBE	19.97

09/21/2022	POOL	79833	3617	SUBURBAN OCCUPATIONAL HEALTH	DRUG SCREENING	95.00
					SUBURBUN OCCUPATIONAL HEALTH	60.00
					DRUG SCREENING	95.00
					DRUG OCCUPATIONAL HEALTH	95.00
					EMPLOYEE PROCESSING FOR SHOTS & TESTIN	93.00
						438.00
09/21/2022	POOL	79834	3617	SUBURBAN OCCUPATIONAL HEALTH	REQUIRED EMPLOYEE TESTING	38.00
09/21/2022	POOL	79835	3617	SUBURBAN OCCUPATIONAL HEALTH	REQUIRED VOLUNTEER TESTING	55.00
09/21/2022	POOL	79836	3235	SUNGLO CARPET CLEANING	CLEAN CARPETS AT THE POLICE STATION	994.35
09/21/2022	POOL	79837	3057	THE ACCUMED GROUP	AUGUST 2022 EMS/FIRE SERVICES	4,687.33
09/21/2022	POOL	79838	1947	THE BANK OF NEW YORK MELLON	2014 CAPITAL IMPROVEMENT BONDS (LTGO)	68,825.00
09/21/2022	POOL	79839	MISC	THOMAS THOMPSON	PARK DEPOSIT REFUND, HISTORICAL PARK, EV	25.00
09/21/2022	POOL	79840	2951	UNIQUE MANAGEMENT SERVICES, INC.	PROJECT 1773 ERK	116.50
09/21/2022	POOL	79841	3368	VERIZON CONNECT NWF INC.	NETWORKFLEET GSA HARDWARE AUGUST 20	259.04
09/21/2022	POOL	79842	0670	VERIZON WIRELESS	480989000-00001 8/10/22-9/9/22 FPR POLIC	697.94
09/21/2022	POOL	79843	0670	VERIZON WIRELESS	CITY SMARTPHONES AUG 08-SEP 07, 2022 AC	730.08
09/21/2022	POOL	79844	0670	VERIZON WIRELESS	ACCT # 242053368-00001 M2M POLICE CAR M	957.30
09/21/2022	POOL	79845	0659	WASTE MANAGEMENT	18-50792-63006 ROMULUS MEMORIAL CEME	107.45
					6-98284-42000 DUMPSTER CHARGES & TIRE	749.54
					7-00887-32007 DUMPSTER CHARGES & TIRE	425.40
					6-99272-72005 -RESIDENTIAL TRASH PICKUP	95,751.08
					7-00887-32007 DUMPSTER CHARGES & TIRE	850.02
					6-98284-42000 DUMPSTER CHARGES & TIRE	605.45
						98,488.94
09/21/2022	POOL	79846	0945	WAYNE COUNTY	500373, 03/22PRISONERS HOUSING MAINTEI	1,715.00
09/21/2022	POOL	79847	0945	WAYNE COUNTY	500373 4/22 PRISONERS HOUSING MAINTEN.	875.00
09/21/2022	POOL	79848	0657	WAYNE COUNTY LAND BANK	DISBURSE 2022 C.T. FOR AUGUST 16-31, 202	1,304.50
09/21/2022	POOL	79849	0065	WAYNE LAWN & GARDEN CENTER, INC.	MECH & GROUNDS - DPW	239.66
09/21/2022	POOL	79850	3209	WEST JR, CALVIN	BD PAYMENT REFUND, 34970 MICHELE	70.00
09/21/2022	POOL	79851	0198	WINDER POLICE EQUIPMENT, INC.	R 27 SHAFT & HEAD ASSYM	106.66
09/21/2022	POOL	79852	0651	WOODLAND MEADOWS LANDFILL	4/23247-02007 ROMULUS RESIDENTS 11111	672.40
					4-23247-02007 ROMULUS RESIDENT DUMP P	524.80
					4-23247-02007 RESIDENT DUMP PASSES ITB 1	508.40
						1,705.60
09/21/2022	POOL	79853	3536	ZIEBART OF MICHIGAN - M122	W/S 05-22 UNDERCOATING FOR 2 NEW 2022	479.45
					W/S 18-22 UNDERCOATING FOR 2 NEW 2022	479.45
						958.90

POOL TOTALS:	
Total of 130 Checks:	1,357,612.03
Less 0 Void Checks:	0.00
Total of 130 Disbursements:	1,357,612.03

LOCATION	FUND	DEPT #	ADDRESS	NEW ELEC ACCT #		Jun-22	Jul-22	Aug-22		TOTAL
						ACCOUNT BALANCE AS OF:				
PRIMARY SUPPLY-CITY HALL	***101***	***265***	***11111 WAYNE ROAD***	***910000054361***		***12,523.79***	***12,568.78***	***12,694.60***		***37,787.17***
CITY HALL - ELECTRIC	101	265				3,373.83	3,720.97	3,758.22		***10,853.02***
COURT BUILDING (Allocation of Primary)	101	265				2,390.47	2,636.43	2,662.82		***7,689.72***
LIBRARY (ALLOCATION OF PRIMARY)	*271*	*790*				*1,059.41*	*1,168.42*	*1,180.11*		***3,407.94***
New 34tH Distrcit Court	*101*	*265*				*4,572.49*	*5,042.96*	*5,093.44*		***14,708.89***

City of Romulus

Communication

Council Meeting Held: **September 26, 2022**
Item No. 12

Councilperson Abdo: ______________________________

____

Councilperson Barden: ______________________________

____

Councilperson Roscoe: ______________________________

____

Councilperson Talley: ______________________________

____

Councilperson Wadsworth: ______________________________

____

Councilperson Webb: ______________________________

____

Councilperson Williams: ______________________________

____

City of Romulus

Adjournment

Council Meeting Held: **September 26, 2022**

Item No. 13

General Description: ____

Resolution No.______

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

Ayes:	All	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	All	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	All	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED UNANIMOUSLY   MOTION CARRIED   MOTION FAILED