CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
February 6, 2023
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, January 23, 2023, at 7:30 p.m.
   - B. Approval of Minutes from the Special Meeting - Executive Session held on Monday, January 23, 2023, at 6:00 p.m. to discuss the pending litigation of Gilmore v. City of Romulus and Romulus Police Department; and the Special Meeting - Study Session held on Monday, January 23, 2023, at 6:30 p.m. to hear Future IQ's final report finding and recommendation for the City's Visioning Project.
3. **Petitioner**
4. **Chairperson's Report, John Barden, Mayor Pro-Tem**
   - A. State of the Library Presentation - Romulus Public Library
   - B. Approval of the Chairperson's Report
5. **Mayor's Report – Robert A. McCraight, Mayor**
   - A. DDA Board Appointment
   - B. Recreation Commission Appointment and Re-Appointments
   - C. Resolution to accept the Michigan Department of Health and Human Services Workforce Development Grant
   - D. Master Settlement Agreement and Meijer Settlement Participation Agreement
   - E. Brandt Street - Oakbrook Subdivision CDBG Funding Agreement
   - F. Introduction to Budget Amendment 22/23-11
6. **Clerk's Report – Ellen L. Craig-Bragg, Clerk**
   - A. First Reading and Introduction of Zoning Ordinance Text Amendment TA-2022-002, Articles 7, Business District and 8, Industrial Districts, Southern Gateway Overlay District
   - B. First Reading and Introduction to Zoning Ordinance Text Amendment TA-2022-003; Article 9, Airport District - Drive-through Restaurants
   - C. **FOR YOUR INFORMATION:** 2022 Planning Commission Year-End Report
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. Communication

12. 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: **February 6, 2023**

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

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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: **February 6, 2023**

Item No. A.

General Description: Approval of Minutes from the Regular Meeting held on Monday, January 23, 2023, 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

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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

January 23, 2023

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
Stacy Paige, Treasurer
Administrative Staff in Attendance:
D'Sjonaun Hockenhull - Deputy Clerk; Julie Wojtylko - Chief of Staff; Stephen Hitchcock - City Attorney; Colleen Dumas - Recreation Director; Kevin Krause - Director of Community Safety and Development; Maria Lambert - Director of Resident Services & Design Coordinator

1. Agenda

A. Moved by **Tina Talley**, seconded by **Eva Webb,** to accept the agenda as presented.

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

2. Minutes

A. **Res. #23-010** Moved by **Kathy Abdo**, seconded by **Celeste Roscoe,** to approve the Minutes from the Regular Meeting held on Monday, January 9, 2023, at 7:30 p.m.

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

B. **Res. #23-011** Moved by **Tina Talley**, seconded by **Virginia Williams,** to approve the Minutes from the Special Meeting - Public Hearing held on Monday, January 9, 2023, at 6:00 p.m. to hear comments and/or objections to the creation of a special assessment district for the reconstruction of Brandt St. and Cypress St. and the Special Meeting - Study Session held on Monday, January 9, 2023, at 6:45 p.m. for the audit presentation for the fiscal year ending June 30, 2022.

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

3. Petitioner - None

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

Res. #23-012 Moved by **William Wadsworth**, seconded by **Tina Talley,** to approve the settlement of the Gilmore matter as presented by the City attorneys.

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

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

A. **Res. #23-013** Moved by **Tina Talley**, seconded by **Virginia Williams,** to concur with the Administration and authorize a no-fee permit for the use of the Elmer Johnson's Park pavilion on August 12, 2023, for First Baptist Church Annual Family and Fun Day.

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. The deputy clerk summarized the series of events that led to the request.
Res. #23-014 Moved by **Virginia Williams**, seconded by **Celeste Roscoe,** to adopt a resolution to create a Special Assessment District containing the above-listed parcels for the purpose of reconstructing Brandt St. and Cypress St. between Beverly Road and Ecorse Road.

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

Res. #23-015 Moved by **Tina Talley**, seconded by **William Wadsworth**, to let for bids for the construction for the Special Assessment District.

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

B. **Res. #23-016** Moved by **Eva Webb**, seconded by **Virginia Williams,** to approve the 2023 Citywide Spring Yard Sale for Thursday, May 18th through Sunday, May 21st, with rain dates of Thursday, June 1st through Sunday, June 4th.

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

Res. #23-017 Moved by **Tina Talley**, seconded by **William Wadsworth**, to approve the 2023 Citywide Fall Yard Sale for Thursday, September 21st through Sunday, September 24th, with rain dates of Thursday, September 28th through Sunday, October 1st.

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

C. **Res. #23-018** Moved by **Eva Webb**, seconded by **Kathy Abdo,** to amend the 22/23 Fee Schedule for the Senior Center to the rates as indicated in the schedule.

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

D. **Res. #23-019** Moved by **Celeste Roscoe**, seconded by **Tina Talley,** to approve the Study Session Request from the Planning Department for Monday, February 6, 2023, at 7:00 p.m. to discuss the proposed amendments for the Southern Gateway Overlay District and Airport District uses.

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

7. Treasurer's Report – Stacy Paige, Treasurer

Treasurer Paige reminded residents that winter taxes are due on February 14th. The Treasurer's office will also collect all back taxes as well. She encouraged residents to contact her office with any questions.

8. Public Comment

A resident addressed the City Council regarding the funding model for the courts in the state.

9. Unfinished Business - None

10. New Business

Councilperson Wadsworth announced the Cat & Dog Inoculation Day for February 18th.

11. Warrant

A. **Res. #23-020** Moved by **Kathy Abdo**, seconded by **Tina Talley** to approve Warrant #: 23-02, for checks presented in the amount of $498,666.01

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

12. Communication

Councilperson Talley congratulated U.S. Representative Shri Thanedar on his inauguration and commented on past community events.
Councilperson Williams encouraged residents to stay engaged and communicate with their elected leaders and reminded residents of the Forgotten Harvest program at the high school.
Mayor McCraight updated the Council on the bike paths in the city.

13. Adjournment

Moved by **William Wadsworth**, seconded by **Virginia Williams,** to adjourn the meeting at 8:30 p.m.

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

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan, hereby certify the foregoing to be a true copy of the minutes of the Regular Meeting of the Romulus City Council held on January 23, 2023.

Ellen L Craig Bragg

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

City of Romulus

Minutes

Council Meeting Held: **February 6, 2023**

Item No. B.

General Description: Approval of Minutes from the Special Meeting - Executive Session held on Monday, January 23, 2023, at 6:00 p.m. to discuss the pending litigation of Gilmore v. City of Romulus and Romulus Police Department; and the Special Meeting - Study Session held on Monday, January 23, 2023, at 6:30 p.m. to hear Future IQ's final report finding and recommendation for the City's Visioning Project.

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 ROMULUS CITY COUNCIL SPECIAL MEETING – EXECUTIVE SESSION
January 23, 2023
Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174

The meeting was called to order at 6:02 p.m. by Mayor Pro-Tem John Barden.

1. **Roll Call**
   Present: Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth, Eva Webb (attended the meeting at 6:06 p.m.)**, Virginia Williams**
   Absent / Excused:

   Administrative Officials in Attendance:
   Robert McCraight, Mayor
   Ellen L. Craig-Bragg, Clerk
   Stacy Paige, Treasurer
   Administrative Staff in Attendance:
   D'Sjonaun Hockenhull - Deputy Clerk; Julie Wojtylko - Chief of Staff; Stephen Hitchcock - City Attorney; Audrey Forbush - Litigation Attorney

2. Moved by **Tina Talley**, seconded by **Kathy Abdo,** to accept the Special Meeting agenda as presented.

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

3. Moved by **Kathy Abdo**, seconded by **William Wadsworth,** to convene to closed session to discuss the pending litigation of Gilmore v. City of Romulus and Romulus Police Department.

   Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Williams
   Nays - None
   Motion Carried Unanimously
   For the record, Councilwoman Webb attended the meeting at 6:06 p.m.

4. **Discussion: Attorney Opinion**
   NO BUSINESS WAS CONDUCTED DURING THE CLOSED SESSION.

5. **Clerk's review closed session minutes, City Clerk**

6. Reconvened into Open Session

7. **Public Comment -** None

8. Moved by **William Wadsworth**, seconded by **Kathy Abdo,** to adjourn the Special Meeting at 6:33 p.m.

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

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan, hereby certify the foregoing to be a true copy of the minutes of the Special Meeting – Executive Session of the Romulus City Council held on January 23, 2023.

Ellen L. Craig-Bragg

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

MINUTES OF THE ROMULUS CITY COUNCIL SPECIAL MEETING – STUDY SESSION
January 23, 2023
Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174

The meeting was called to order at 6:33 p.m. by Mayor Pro-Tem John Barden.

1. **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
   Stacy Paige, Treasurer
   Administrative Staff in Attendance:
   D'Sjonaun Hockenhull - Deputy Clerk; Julie Wojtylko - Chief of Staff; Stephen Hitchcock - City Attorney; Roberto Scappaticci - DPW Director; Kevin Krause - Director of Community Safety & Development

2. Moved by **Tina Talley**, seconded by **William Wadsworth,** to accept the Special Meeting - Study Session Agenda as presented.

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

3. **Discussion: Future IQ's final report findings and recommendation**
   Mayor McCraight introduced David Beurle, CEO & Founder, and Celine Beurle, Chief Operating Officer of Future IQ. Mr. Beurle presented a PowerPoint on the city's visioning project findings. He reviewed the phases of the entire project and the five (5) pillars resulting from the community survey: One Romulus, Geographic Advantage, Neighborhood areas & corridors, Thriving Families, and Future Workforce. It is recommended that the city get a seat at the regional economic development table, focus on place-making in neighborhoods, invest in communication, and build on the "One Romulus" motto.

4. **Public Comment -** None

5. Moved by **William Wadsworth**, seconded by **Tina Talley,** to adjourn the Special Meeting-Study Session at 7:22 p.m.

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

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan, hereby certify the foregoing to be a true copy of the minutes of the Special Meeting – Study Session of the Romulus City Council held on January 23, 2023.

Ellen L. Craig-Bragg

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

City of Romulus

Petitioner

Council Meeting Held: **February 6, 2023**

Item No. 3

General Description: ____

Resolution No.__________

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

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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

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

Council Meeting Held: **February 6, 2023**

Item No. A.

General Description: State of the Library Presentation - Romulus Public Library

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Resolution No. ___________________

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

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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 Public Library

State of the Library

JULY 1, 2021 – JUNE 30, 2022

Library Leadership

Jim Napiorkowski
President

Jennifer Johnson
Vice President
Huron Twp Representative

Candace Lewkowicz
Secretary

Debra Hoffman
Treasurer

Councilwoman
Kathy Abdo
Council Liaison

Patty Braden
Director

Overview

- Capital Improvement Project
- Other Accomplishments
- Grants Awarded
- 2022-23 Strategic Plan Goals

Capital Improvement Project

Based on requests from patrons and other residents

Built a functional modern service desk with improved lighting and a more user-friendly shape, size, and placement

Created a larger public computer area with power and data outlets on the floor for a more functional space and more accessible internet access

Expanded the meeting room space, adding a sink, large screens for presentations and designed to serve as one large room or two smaller rooms.
Renamed Community Room 1 and Community Room 2.

Installed new carpeting in public service area and into the adult section

Shifted shelving to be compliant with the Americans with Disabilities Act

Added storage space for easy access to meeting room furniture and supplies

Other Accomplishments

- Binge Box DVD Collection
- Teen Advisory Board
- Laptops and Chromebooks for checkout (grant-funded)
- Homebound Delivery Service
- Notary Public Service
- VHS to DVD Digitizing Service
- Outreach component to staff
- Infobase video streaming service subscription

Other Accomplishments

- Wi-fi throughout the parking lot (grant-funded)
- Digitized library historical documents – photos, maps, correspondence
- Completed 65 of 74 Strategic Plan Goals to date
- Room booking and event scheduling software – streamlines booking process
- Filming promotional videos with equipment received from an ARPA Grant
- Four new Read Boxes for local parks in partnership with Romulus Rotary
- Butterfly Garden (donation-funded) – Thank you Romulus Garden Club and the 34th District Court staff

Grants Awarded 2021-22

- **Computing Technology Kit, Outdoor Programming Kit and an Online Programming Kit**:
  - ARPA Grant through The Library Network (Kits include Chromebooks, camera, tripod, green screen, large tent, microphones, and speakers)
- **$21,281** Library Services and Technology Act Grant for wi-fi extension and laptops
- **$1,500** Public Library Services Grant for Youth Makerspace

What is a Makerspace?

- *A makerspace is a collaborative work space inside a school, library or other facility for making, learning, exploring and sharing using high tech or no tech tools.*
- *Includes arts and crafts supplies, building toys, and electronics like digital cameras and 3D printers. Try out coding, video production, fashion design, jewelry making, slime making, and more.*
- *Makerspaces encourage creativity and STEM learning.*

Youth Makerspace Programs held regularly at the Library

2022-23 Strategic Plan Goals

Resume Outreach to area schools and organizations serving youth and teens

- EMU’s Bright Futures - after school programs
- Huron and Romulus Schools
- Story Time at local daycare centers
- National Honor Society

2022-23 Strategic Plan Goals

Upgrades to the Adult Section

- Modernize – updated lighting and furnishings
- Study Rooms for quiet study
- Lounge Area for reading, working, studying, or meeting friends
- Power in floor for patrons to charge laptops
- Stand-up computers for quick use

2022-23 Strategic Plan Goals

- Outreach to Senior Living facilities
- 100th Anniversary Celebration 1923 - 2023

There's no limit to how big your dream is. Most people say the sky is the limit, but we say it’s not the limit. It's the first step." —Berry Gordy, Jr.

Thank you!

Romulus Public Library 11121 Wayne Road Romulus, MI 48174
734-942-7589
romuluslibrary.org

City of Romulus

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

Council Meeting Held: **February 6, 2023**

Item No. B.

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

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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: **February 6, 2023**

Item No. A.
General Description: DDA Board Appointment

Resolution No. ___________________

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

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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: DDA Board Appointment

DATE: 2/2/2023

I am hereby requesting approval to appoint Danielle Gibson to the Downtown Development Authority with a term to expire on July 31, 2026.

Motion by____________________ supported by __________________, to concur with the administration and approve the appointment of Danielle Gibson to the Downtown Development Authority with a term to expire on July 31, 2026.

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CITY OF ROMULUS | CLERK'S OFFICE | 11111 WAYNE RD. | ROMULUS, MI 48174
734-942-7540 | FAX: 734-942-2224 | E-MAIL: CLERK@ROMULUSGOV.COM

City of Romulus Michigan
Home of Opportunity

Application for Boards and Commissions

Thank you for your interest in serving on a Board or Committee.
This form provides the Mayor and City Council basic applicant information to be considered for appointment.
(PLEASE PRINT OR TYPE)

Mr. / Mrs. / Ms. First Name	Middle or Nick Name			Last Name
Danielle				Gibson

Address	City	State	Zip Code	Home #
30785 Halecreek	Romulus	mi	48174	

Email Address	Cell #
dani22301@yahoo.com	7346376783

Employer	Title
Daves Barber Shop	owner

Address	City	State	Zip Code	Work #
37148 Goddard	romulus	m i	48174	7349410123

How long have you lived continuously in the City of Romulus? 20 years

Are you a registered voter in the City of Romulus? Yes ☑ No ☐ *(Verified by Clerk's Office)*

Are you a graduate of Romulus' Citizen Academy? Yes ☐ No ☑

Are you related to anyone employed by, or an elected official of the City of Romulus? Yes ☐ No ☑

If yes, please provide the person's name and your relationship: ____________________

Have you ever been convicted of a felony? Yes ☐ No ☑

Do you have access to electronic resources (home computer, email, Internet access)? Yes ☑ No ☐

(Many boards and committees use electronic methods to distribute meeting information.)

Select UP TO three (3) boards or committees you wish to apply for in the order of your preference:
1=First Choice, 2=Second Choice, 3=Third Choice

— Arts Council & Commission
— Beautification Committee
— Board of (Zoning) Appeals
— Board of Review
— Brownfield Development Authority Board
— Cemetery Board of Trustees
— Charter Committee
1 Downtown Development Authority (DDA)
— Construction Board of Appeals
— Electronic Sign Commission
— Environmental Protection Board
— Historical Commission
— Housing Commission
— Municipal Library Board
— Officer Compensation Commission
— Planning Commission
— Police, Fire & Safety Commission
— Property Disposition Committee
— Recreation Commission
— Tax Increment Finance Authority Committee (TIFA)

Professional Qualifications and/or Work Experience Relevant to the Board or Commission:

Community Activities and/or Other Experience:

Educational Background:

Three Personal or Business References (List name and contact information):

John Osborn (312) 304-4386
Stacy Paige (734) 476-2654
Dave Rakotny 734 941-0123

Why are you interested in this particular board or commission?:

because i own a business, i love this city, and want to try and help make it better

Any other additional information you'd like to share:

Supplemental Information: Please review the attached "Boards and Commissions Application Attachment" for the desired qualifications for each board and commission. Check the appropriate box or boxes to indicate whether you have experience or professional credentials that may be needed to fill a specific seat. Resumes are encouraged and may be attached to your **completed** application.

Some boards and commissions are a mix of citizens with certain qualifications and others are citizens representing the general public. Even if you do not have any of the experience or professional background listed below, we urge you to apply for consideration. Romulus needs citizens with diverse backgrounds on its boards and commissions.

Expectations: If appointed, members are expected to make every effort to be an active member of the board, committee or commission. This includes:

1. Attending meetings on a regular basis.
2. Reviewing meeting materials prior to the meeting.
3. Adhering to the city's ethics policy
4. Representing the interests of the Romulus community as a whole.
5. Learning and utilizing key tools such as plans, policies and input from public engagement.

Important Public Records Information: All information submitted in this application is public information and subject to disclosure in response to a public records request made pursuant to the Freedom of Information Act. Please contact the City Clerk's office at 734-942-7540 if you have any questions or concerns about the disclosure of specific information.

Truth and Accuracy: I certify that the information contained on this form is accurate and complete to the best of my knowledge. I understand that all information disclosed on this form will be available to the public as part of a Freedom of Information Act request.

Danielle Gibson
Applicant's Signature

1-31-23
Date

Return completed forms to:

Romulus City Hall, Attn. City Clerk
11111 Wayne Rd.
Romulus, MI 48174

FOR OFFICE USE ONLY

Received by: ______________________ Date: ______________

- ☐ Confirmed voter status
- ☐ Confirmed current *Full Disclosure Statement* on file
- ☐ Confirmed compliance with applicable federal, state and local statutes
- ☐ Confirmed receipt of Affidavit for Election Commission

Confirmed by: ______________________

NOTE: Your application will be kept on file for two (2) years.

City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **February 6, 2023**

Item No. B.
General Description: Recreation Commission Appointment and Re-Appointments

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Resolution No. __________________

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

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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: Appointment and Re-Appointments to the Recreation Commission

DATE: January 31, 2023

I am requesting approval of the appointment of Leah Cholette to the Recreation Commission and request the reappointments of Sandy Tenney, Ruby Paisley, William Wadsworth, and Diane Poet all with terms to expire on December 31, 2026.

Motion by __________________ supported by ________________________, to concur with the administration and approve the appointment of Leah Cholette to the Recreation Commission and request the reappointments of Sandy Tenney, Ruby Paisley, William Wadsworth, and Diane Poet all with terms to expire on December 31, 2026.

INTER-OFFICE MEMORANDUM

DATE: January 26, 2023

TO: Mayor Robert A. McCraight

FROM: Colleen Dumas, Director of Parks and Recreation

SUBJECT: Parks and Recreation Commission Appointment and Re-Appointment

The parks and recreation commission shall consist of (9) members appointed by the Mayor and confirmed by the City Council. The parks and recreation commission meets on the third Tuesday of each month at 5:30 p.m. in the City Council Chambers.

The following recreation commission members' term expired on:

Sandy Tenney December 31, 2022
Ruby Paisley December 31, 2022
William Wadsworth December 31, 2022
Diane Poet December 31, 2022

The parks and recreation commission members listed above have requested to be re-appointed to the parks and recreation commission. This re-appointment will expire three years from the expired terms on the month and date stated in the year, 2026

We currently have three (3) vacancies on the parks and recreation commission that have terms that expired December 31, 2022,

The following Romulus resident has requested to be appointed to the parks and recreation commission to fill one of the vacancies with a three year term from February 6, 2023 for a new appointment term to expire on December 31, 2026.

Leah Cholette

CITY OF Romulus MICHIGAN Home of Opportunity

CITY OF ROMULUS | CLERK'S OFFICE | 11111 WAYNE RD. | ROMULUS, MI 48174
734-942-7540 | FAX: 734-942-2224 | E-MAIL: CLERK@ROMULUSGOV.COM

Application for Boards and Commissions

Thank you for your interest in serving on a Board or Committee.
This form provides the Mayor and City Council basic applicant information to be considered for appointment.

(PLEASE PRINT OR TYPE)

Leah Cecelia Cholette
Mr. / Mrs. / Ms. First Name — Middle or Nick Name — Last Name

37530 Barth ST. Romulus MI 48174
Address — City — State — Zip Code — Home #

Leahcholette@Gmail.Com 734.674.1700
Email Address — Cell #

Self
Employer — Title

Address — City — State — Zip Code — Work #

How long have you lived continuously in the City of Romulus? Life Long

Are you a registered voter in the City of Romulus? Yes ☒ No ☐ *(Verified by Clerk's Office)*

Are you a *graduate of Romulus' Citizen Academy*? Yes ☐ No ☒

Are you related to anyone employed by, or an elected official of the City of Romulus? Yes ☐ No ☒

If yes, please provide the person's name and your relationship: ______

Have you ever been convicted of a felony? Yes ☐ No ☒

Do you have access to electronic resources (home computer, email, Internet access)? Yes ☒ No ☐

(Many boards and committees use electronic methods to distribute meeting information.)

Select UP TO three (3) boards or committees you wish to apply for in the order of your preference:
1=First Choice, 2=Second Choice, 3=Third Choice

RECEIVED
2022 NOV 21 P 2:41
CITY OF ROMULUS
CLERK'S OFFICE

— Arts Council & Commission
— Beautification Committee
— Board of (Zoning) Appeals
— Board of Review
— Brownfield Development Authority Board
— Cemetery Board of Trustees
— *Charter Committee*
X Downtown Development Authority (DDA) 2
— Construction Board of Appeals
— Electronic Sign Commission
— Environmental Protection Board
— Historical Commission
— Housing Commission
— Municipal Library Board
— Officer Compensation Commission
— Planning Commission
— Police, Fire & Safety Commission
— *Property Disposition Committee*
X Recreation Commission 1
— Tax Increment Finance Authority Committee (TIFA)

Professional Qualifications and/or Work Experience Relevant to the Board or Commission:

Secretarial
ownership
Age

Community Activities and/or Other Experience:

too many to list
I Love my community.

Educational Background:

Romulus graduate 1983
Beauty school graduate 1984
Herbalist certified 2004
novice writer's course 2011

Three Personal or Business References (List name and contact information):

Lynn Ostrowski 734.775.1616
Lisa Brothers 734.787.0341
Susan Williams 734.991.3156

Why are you interested in this particular board or commission?:

I was Asked. I Love Romulus.

Any other additional information you'd like to share:

Open book, Ask Anything.

* on second thought, There is... If appointed, I'd like to propose "Christmas Carroling" Thru Selected Sub-divisions, horse pulled by horse possibly and on a wagon :) Ba... lol. ♡

Supplemental Information: Please review the attached "Boards and Commissions Application Attachment" for the desired qualifications for each board and commission. Check the appropriate box or boxes to indicate whether you have experience or professional credentials that may be needed to fill a specific seat. Resumes are encouraged and may be attached to your **completed** application.

Some boards and commissions are a mix of citizens with certain qualifications and others are citizens representing the general public. Even if you do not have any of the experience or professional background listed below, we urge you to apply for consideration. Romulus needs citizens with diverse backgrounds on its boards and commissions.

Expectations: If appointed, members are expected to make every effort to be an active member of the board, committee or commission. This includes:

1. Attending meetings on a regular basis.
2. Reviewing meeting materials prior to the meeting.
3. Adhering to the city's ethics policy
4. Representing the interests of the Romulus community as a whole.
5. Learning and utilizing key tools such as plans, policies and input from public engagement.

Important Public Records Information: All information submitted in this application is public information and subject to disclosure in response to a public records request made pursuant to the Freedom of Information Act. Please contact the City Clerk's office at 734-942-7540 if you have any questions or concerns about the disclosure of specific information.

Truth and Accuracy: I certify that the information contained on this form is accurate and complete to the best of my knowledge. *I understand that all information disclosed on this form will be available to the public as part of a* Freedom of Information Act request.

Beak C. Cholette — Nov. 19, 2022

Applicant's Signature — Date

Return completed forms to:

Romulus City Hall, Attn. City Clerk
11111 Wayne Rd.
Romulus, MI 48174

FOR OFFICE USE ONLY

Received by: ______________________ Date: ______________

- ☐ Confirmed voter status
- ☐ Confirmed current *Full Disclosure Statement* on file
- ☐ Confirmed compliance with applicable federal, state and local statutes
- ☐ Confirmed receipt of Affidavit for Election Commission

Confirmed by: ______________________

NOTE: Your application will be kept on file for two (2) years.

City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **February 6, 2023**

Item No. C.

General Description: Resolution to accept the Michigan Department of Health and Human Services Workforce Development Grant

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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: Resolution to accept the Michigan Department of Health and Human Services Workforce Development Grant

DATE: January 31, 2023

I concur with the recommendation of Kevin Krause, Director of Community Safety and Development and request City Council adopt the attached resolution accepting the Michigan Department of Health and Human Services Workforce Development Grant in the amount of $75,000 to cover specified expenses, to include tuition expenses for Paramedic Classes for Romulus Firefighters enrolled in accredited courses with a binding employment agreement with the City of Romulus.

Motion by__________, supported by __________, to concur with the administration and adopt the attached resolution accepting the Michigan Department of Health and Human Services Workforce Development Grant in the amount of $75,000 to cover specified expenses, to include tuition expenses for Paramedic Classes for Romulus Firefighters enrolled in accredited courses with a binding employment agreement with the City of Romulus.

MEMORANDUM

TO: Mayor Robert A. McCraight

FROM: Kevin Krause, Director of Community Safety & Development

DATE: January 31, 2023

SUBJECT: Acceptance of the Michigan Department of Health and Human Services Workforce Development Grant

I respectfully request the approval to authorize the Romulus Fire Department to accept the $75,000 from the Michigan Department of Health and Human Services Workforce Development Grant for specified covered expenses, to include tuition expenses for Paramedic Classes for Romulus Firefighters enrolled in accredited courses with a binding employment agreement with the City of Romulus.

City attorney Steve Hitchcock has reviewed the attached contract and has found no issues and recommends for resolution.

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

Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
ROMULUS FIRE DEPARTMENT
28777 Eureka Road Romulus Fire Department - Station #4 Headquarters
Romulus MI 48174
Federal I.D.#: 38-6006334, Unique Entity Identifier: HN5LT6DXMRA1
hereinafter referred to as the "Grantee"
for
Emergency Medical Services Workforce - 2023
Part 1

1. **Period of Agreement:**

This Agreement will commence on the date of the Grantee's signature or February 1, 2023, whichever is later, and continue through September 30, 2023. No activity will be performed and no costs to the state will be incurred prior to February 1, 2023 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or February 1, 2023, whichever is later, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

2. **Program Budget and Agreement Amount:**

   A. **Agreement Amount**

   The total amount of this Agreement is $75,000.00. Under the terms of this Agreement, the Department will provide funding not to exceed $75,000.00. The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (http://egrams-mi.com/mdhhs).

   The Agreement is designated as a:
   Subrecipient relationship (federal funding); or
   X Recipient (non-federal funding).

   The Agreement is designated as:
   Research and development project; or
   X Not a research and development project.

B. **Equipment Purchases and Title**

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. Title to items having a unit acquisition cost of less than $5,000 will vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of $5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. **Deviation Allowance**

A deviation allowance modifying an established budget category by $10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

3. **Purpose:**

The focus of the program is to establish, implement, and operate a workforce development program to be used for training people in emergency medical services to address the critical shortage of paramedics statewide and to increase accessibility to EMS education programming, specifically paramedic programs in Michigan.

4. **Statement of Work:**

The Grantee agrees to undertake, perform and complete the activities described in Attachment A, which is part of this Agreement.

5. **Financial Requirements:**

The financial requirements must be followed as described in Part 2 and Attachment B, which are part of this Agreement.

6. **Performance/Progress Report Requirements:**

The progress reporting methods must be followed as described in Part 2 and Attachment C, which are part of this Agreement.

7. **General Provisions:**

The Grantee agrees to comply with the General Provisions as described in Part 2, which is part of this Agreement.

8. **Administration of the Agreement:**

The person acting for the Department in administering this Agreement (hereinafter referred to as the Contract Manager) is:

Name	Title	Telephone No.	Email Address
Emily Bergquist	Division Director	(517) 449-9225	bergquiste@michigan.gov

9. **Grantee's Financial Contact for the Agreement:**

The financial contact acting on behalf of the Grantee for this Agreement is:

Name	Title
Victoria Trush	Assistant Director

E-Mail Address	Telephone No.
vtrush@romulusgov.com	(734) 955-4567 x 456

10. Special Conditions:

A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.

B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.

C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.

D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.

E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

11. Special Certification:

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official or Grantee.

12. Signature Section:

FOR the GRANTEE
ROMULUS FIRE DEPARTMENT

Kevin Krause Director

Name Title Date

For the Michigan Department of Health and Human Services

Jeanette Hensler 01/27/2023

Jeanette Hensler, Grants Division Director Date
Bureau of Grants and Purchasing

Part 2

General Provisions

I. Responsibilities - Grantee

The Grantee, in accordance with the general purposes and objectives of this Agreement, must:

A. Publication Rights

1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee provides the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from the Department's Office of Communications for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The state of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Obtain written authorization, at least 14 days in advance, from the Department's Office of Communications and give recognition to the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from the Department's Office of Communications.

B. **Fees**

1. Guarantee that any claims made to the Department under this Agreement will not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

C. **Grant Program Operation**

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not commingled.

D. **Reporting**

Utilize all report forms and reporting formats required by the Department at the start date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

E. **Record Maintenance/Retention**

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. **Authorized Access**

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their

duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.

3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section II. A.).

1. Required Audit or Audit Exemption Notice

   Submit to the Department either a Single Audit, Financial Related Audit or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with 2 CFR 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

   a. Single Audit

      Grantees that are a state, local government or non-profit organization that expend $750,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described 2 CFR 200.512 (c).

   b. Financial Related Audit

      Grantees that are for-profit organizations that expend $750,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

   c. Audit Exemption Notice

      Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within nine months of the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed $200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding from any payment from Department to the Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

The Department or federal agencies may also conduct or arrange for agreed upon procedures or additional audits to meet their needs.

H. Subrecipient/Contractor Monitoring

1. When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:
   a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.
   b. Ensure the subrecipient complies with all the requirements of this Agreement.
   c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).
   d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
   e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.
2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.
3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
4. Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements.

I. Notification of Modifications

Provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

J. Software Compliance

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement must be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access.

K. Human Subjects

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

L. Mandatory Disclosures

1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
    a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
    b. A criminal Proceeding;
    c. A parole or probation Proceeding;
    d. A Proceeding under the Sarbanes-Oxley Act;
    e. A civil Proceeding involving:
        1. A claim that might reasonably be expected to

adversely affect Grantee's viability or financial stability; or

2. A governmental or public entity's claim or written allegation of fraud; or
3. Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or

f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.

2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Statement of Work Progress Reports

Submit quarterly Statement of Work progress reports to the Department via the http://egrams-mi.com/mdhhs website by the 15th day of the month following the end of the quarter and a final report no later than 15 days following the end of this Agreement.

N. Conflict of Interest and Code of Conduct Standards

1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).
2. Uphold high ethical standards and be prohibited from the following:
   a. Holding or acquiring an interest that would conflict with this Agreement;
   b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
   c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
   d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

O. Travel Costs

1. Be reimbursed for travel costs (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.
   a. If the Grantee has a documented policy related to travel

reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.

b. State of Michigan travel rates may be found at the following website: http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.

c. International travel must be pre-approved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:

   a. The Grantee's federal revenue was 80% or more of the Grantee's annual gross revenue; AND

   b. Grantee's gross revenue from federal awards was $25,000,000 or more; AND

   c. The public does not have access to the information about executive officers' compensation through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.

2. The FFATA Executive Compensation report template can be found in EGrAMS documents.

Q. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:

   a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;

   b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and

   c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.

2. Insurance Types

   a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG

20 37 12 19.

If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.

b. Workers' Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.

c. Employers Liability Insurance or Governmental Self-Insurance.

d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

3. Require that subcontractors maintain the required insurances contained in this Section.

4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.

5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

R. Fiscal Questionnaire

1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the Agreement.

2. The fiscal questionnaire template can be found in EGrAMS documents.

S. Criminal Background Check

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.

   a. ICHAT: http://apps.michigan.gov/ichat

   b. Michigan Public Sex Offender Registry: http://www.mipsor.state.mi.us

   c. National Sex Offender Registry: http://www.nsopw.gov

2 Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.

a. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html

3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.

4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.

5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.

6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

II. Responsibilities - Department

The Department in accordance with the general purposes and objectives of this Agreement will:

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this Agreement based upon appropriate reports, records and documentation maintained by the Grantee.

B. Report Forms

Provide any report forms and reporting formats required by the Department at the start date of this Agreement and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act (31 U.S.C. 1352) as revised by the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services, and Education, and Related Agencies section of the current fiscal year Omnibus Consolidated Appropriations Act. Further, the Grantee must require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.
2. The Grantee will comply with all federal and state statutes relating to

nondiscrimination. These include but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color or national origin;

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,

i. The requirements of any other nondiscrimination statute(s) which may apply to the application.

3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee must include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

The Grantee will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;

2. Have not within a five-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) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. **Federal Requirement: Pro-Children Act**

1. The Grantee will comply with the Pro-Children Act of 1994 (P.L. 103-227; 20 U.S.C. 6081, et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.
2. The Grantee also assures, in addition to compliance with P.L. 103-227, any activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking must not be permitted anywhere in the facility, or those parts of the facility under the

control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities must be smoke-free.

F. **Hatch Act and Intergovernmental Personnel Act**

The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508, 5 U.S.C. 7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (P.L. 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. **Employee Whistleblower Protections**

The Grantee will comply with 41 U.S.C. 4712 and must insert this clause in all subcontracts.

H. **Clean Air Act and Federal Water Pollution Control Act**

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended.

This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. **Victims of Trafficking and Violence Protection Act**

The Grantee will comply with the Victims of Trafficking and Violence Protection Act of 2000 (P.L. 106-386), as amended.

This Agreement and anyone working on this Agreement will be subject to P.L. 106-386 and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

J. **Procurement of Recovered Materials**

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (P.L. 89-272), as amended.

This Agreement and anyone working on this Agreement will be subject to section 6002 of P.L. 89-272, as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

K. **Subcontracts**

For any subcontracted activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity or delivery of any subcontracted product. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.
2. That any executed subcontract to this Agreement must require the

subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement will prevail.

A conflict between this Agreement and a subcontract, however, will not be deemed to exist where the subcontract:

a. Contains additional non-conflicting provisions not set forth in this Agreement;
b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.

3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. Procurement

1. Grantee will ensure that all purchase transactions, whether negotiated or advertised, are conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200.
2. Funding from this Agreement must not be used for the purchase of foreign goods or services.
3. Preference must be given to goods and services manufactured or provided by Michigan businesses, if they are competitively priced and of comparable quality.
4. Preference must be given to goods and services that are manufactured or provided by Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality.
5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of four years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Website Incorporation

The Department is not bound by any content on Grantee's website or other internet communication platforms or technologies, unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee must not refer to the Department on the Grantee's website or other internet communication platforms or technologies without the prior written approval of the Department.

O. **Survival**

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

P. **Non-Disclosure of Confidential Information**

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

For the purpose of this Agreement the term "confidential information" means all information and documentation that:

a. Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
c. Should reasonably be recognized as confidential information of the disclosing party;
d. Is unpublished or not available to the general public; or
e. Is designated by law as confidential.

3. The term "confidential information" does not include any information or documentation that was:

a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
b. Already in the possession of the receiving party without an obligation of confidentiality;
c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or

e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party).

4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential information. The Grantee will cooperate with the Department in every way possible to regain possession of the confidential information and prevent further unauthorized use or disclosure.

Q. Cap on Salaries

None of the funds awarded to the Grantee through this Agreement will be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, http://www.opm.gov, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

IV. Financial Requirements

A. Operating Advance

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part 1, Section VIII. The operating advance will be administered as follows:

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. The advance must not exceed 16.67 percent of operating expenses. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
2. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records until fully recovered by the Department.
3. The reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

The Department may obtain the Michigan Department of Treasury's assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

a. An offer from the Department of a hearing to dispute the debt, identifying the time, place and date of such hearing.

b. A hearing by an impartial official.

c. An opportunity for the Grantee to examine the Department's associated records.

d. An opportunity for the Grantee to present evidence in person or in writing.

e. A hearing official with full authority to correct errors and decide not to forward debt to Treasury.

f. Grantee representation by an attorney and presentation of witnesses if necessary.

5. If the Grantee has a recurring agreement with the Department, the Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs) and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

C. Financial Status Report Submission

The Grantee must electronically prepare and submit FSRs to the Department via the EGrAMS website http://egrams-mi.com/mdhhs.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the EGrAMS website http://egrams-mi.com/mdhhs. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site: https://www.michigan.gov/sigmavss.

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of unbilled expenditures for the entire Agreement period. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

2. Department-wide Payment Suspension

A temporary payment suspension is in effect on agreements during the Department's year-end closing period. The Department will notify the Grantee of the date by which FSRs should be submitted to ensure payment prior to the payment suspension period.

3. Final FSRs

Final FSRs are due 30 days following the end of the Agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in a potential reduction in a subsequent year's Agreement amount.

F. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Governmental Grantees with an existing cost allocation plan may budget accordingly in lieu of an indirect cost rate. Non-governmental Grantees may use a cost allocation plan only if the plan was in place prior to December 26, 2014.

V. Agreement Termination

This Agreement may be terminated without further liability or penalty to the Department for any of the following reasons:

A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.

B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.

C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.

VI. Stop Work Order

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses, or any additional compensation during a stop work period.

VII. Final Reporting Upon Termination

Should this Agreement be terminated by either party, within 30 days after the termination, the Grantee must provide the Department with all financial, performance and other reports required as a condition of this Agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee must immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

VIII. Severability

If any part of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining parts of the Agreement will continue in full force and effect.

IX. Waiver

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

X. Amendments

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department immediately upon determining the need for such change. The Department has sole discretion to approve or deny the amendment request. The Grantee must, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

XI. Liability

The Grantee assumes all liability to third parties, loss, or damage because of claims, demands, costs, or judgments arising out of activities, such as but not limited to direct activity delivery, to be carried out by the Grantee in the performance of this Agreement, under the following conditions:

A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, or anyone directly or indirectly employed by the Grantee.

B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

XII. State of Michigan Agreement

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Grantee waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint an agent in Michigan to receive service of process.

A Attachment A - Statement of Work

Objective :	• Increase the number of licensed Paramedics on the Romulus Fire Department
Activity :	Recruit, Process and Hire Candidates for the Vacant positions (to date, interviews have been conducted and candidates selected to move on in the process. All are in the background process)
Responsible Staff :	Kevin Krause
Date Range :	02/01/2023 - 09/30/2023
Expected Outcome :	8 Firefighters/EMTs will be sworn in and will be eligible for this workforce grant opportunity if awarded
Measurement :	Successful completion of the hiring process. (There are other applicants on file if for any reason any of the selected candidates is not able to successfully complete the hiring process)

Objective :	• Provide Incentives and Assistance that will result in the Department's ability to retain Paramedics
Activity :	Provide mentorship, guidance, encouragement and balance that with accountability, ethical and professional performance in carrying out the function of the job
Responsible Staff :	Kevin Krause
Date Range :	02/01/2023 - 09/30/2023
Expected Outcome :	Selected applicants will become Probationary Romulus Firefighters enrolled in a Paramedic Course with positive results in terms of progress and eventual successful completion and State Licensure
Measurement :	Student Progress in terms of grades and on the job work performance

Objective :	Prepare to Open and Staff a 3rd Fire Station on the West Side of the City
Activity :	Train and License an adequate number of personnel to operate a safe model of deployment of resources Budget for necessary upgrades to Fire Station #3
Responsible Staff :	Kevin Krause
Date Range :	02/01/2023 - 09/01/2023
Expected Outcome :	Substantial Progress towards Three staffed stations capable of ALS Response and Transport Activities
Measurement :	Facility Inspections are conducted to determine specific necessary repairs and upgrades Firefighters/Paramedics consistently pass courses and probationary period(s) SAFER Grant requirements continue to be met/exceeded

B1 Attachment B1 - Program Budget Summary

PROGRAM Emergency Medical Services Workforce - 2023		**DATE PREPARED** 1/27/2023	
CONTRACTOR NAME ROMULUS FIRE DEPARTMENT		**BUDGET PERIOD** From : 2/1/2023 To : 9/30/2023	
MAILING ADDRESS (Number and Street) 11111 Wayne Road Romulus Fire Department - Station #4 Headquarters		**BUDGET AGREEMENT** ☑ Original ☐ Amendment	**AMENDMENT #** 0
CITY Romulus	**STATE** MI **ZIP CODE** 48174	**FEDERAL ID NUMBER** 38-6006334	

	Category	Total	Amount
DIRECT EXPENSES			
Program Expenses			
1	Salary & Wages	9,330.00	9,330.00
2	Fringe Benefits	0.00	0.00
3	Travel	0.00	0.00
4	Supplies & Materials	49.00	49.00
5	Contractual	0.00	0.00
6	Subawards - Subrecipient Services	0.00	0.00
7	Equipment	0.00	0.00
8	Other Expense	65,621.00	65,621.00
Total Program Expenses		75,000.00	75,000.00
TOTAL DIRECT EXPENSES		75,000.00	75,000.00
INDIRECT EXPENSES			
Indirect Costs			
1	Indirect Costs	0.00	0.00
2	Cost Allocation Plan	0.00	0.00
Total Indirect Costs		0.00	0.00
TOTAL INDIRECT EXPENSES		0.00	0.00
TOTAL EXPENDITURES		**75,000.00**	**75,000.00**

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	**Source of Funds**				
	Fees and Collections	0.00	0.00	0.00	0.00
	State Agreement	75,000.00	75,000.00	0.00	0.00
	Local	0.00	0.00	0.00	0.00

	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	Total Source of Funds	75,000.00	75,000.00	0.00	0.00
	Totals	75,000.00	75,000.00	0.00	0.00

B2 **Attachment B2 - Program Budget - Cost Detail Schedule**

	Line Item	Qty	Rate	Units	UOM	Total
DIRECT EXPENSES						
Program Expenses						
1	**Salary & Wages**					
	Student Notes : Classroom 35 hrs x $15	35.0000	15.000	0.000	HRS	525.00
	Student Notes : Classroom 35 hrs x $15	35.0000	15.000	0.000	HRS	525.00
	Student Notes : Winter / Semester #2 – 16 weeks Monday, Wednesday, Thursday 5pm-9pm through April Semester #2 a total of 192 hours. Spring / Semester #3 – 8 weeks Monday, Wednesday, Thursday 5-8pm through July Semester #3 a total of 72 hours.	264.0000	15.000	0.000	HRS	3,960.00
	Student Notes : Winter / Semester #2 16 weeks Monday & Wednesday from 8:30-3:00 p.m. April Semester #2 a total of 208 Spring / Semester #3 – 8 weeks Monday, Wednesday 8-1:00 pm through July Semester #3 a total of 80 hours.	288.0000	15.000	0.000	HRS	4,320.00
Total for Salary & Wages						9,330.00
2	**Fringe Benefits**					
3	**Travel**					
4	**Supplies & Materials**					
	Educational Supplies Notes : BOOKS PARAMEDIC $49.00 Adv Cardiovascular Life	0.0000	0.000	0.000		49.00

	Line Item	Qty	Rate	Units	UOM	Total
	Support Provider Man (Nw15-1005) Amer Heart Assn ISBN 9781616694005 Copyright: 15 Binding: Paperback Required					
5	**Contractual**					
6	**Subawards - Subrecipient Services**					
7	**Equipment**					
8	**Other Expense**					
	Training/Conference Notes : Tuition Costs for Firefighters #18 and #19 currently in Paramedic Class - $1500 Tuition Balance each remain	0.0000	0.000	0.000		3,000.00
	Training/Conference Notes : Candidates for Firefighter Positions 19 & 20 currently enrolled in Paramedic classes February and August 2023	0.0000	0.000	0.000		9,500.00
	Training/Conference Notes : Henry Ford Tuition 4 students x $13280.25 tuition/each $53,121 Firefighter 22, 23, 24, 25 In Hiring Process, Currently pending enrollment in Paramedic Class at henry Ford	0.0000	0.000	0.000		53,121.00
Total for Other Expense						65,621.00
Total Program Expenses						75,000.00
TOTAL DIRECT EXPENSES						75,000.00
INDIRECT EXPENSES						
Indirect Costs						
1	**Indirect Costs**					
2	**Cost Allocation Plan**					
Total Indirect Costs						0.00

	Line Item	Qty	Rate	Units	UOM	Total
TOTAL INDIRECT EXPENSES						0.00
TOTAL EXPENDITURES						**75,000.00**

B3 **Attachment B3 - Equipment Inventory Schedule**

Attachment B3 - Equipment Inventory Schedule

C **Attachment C - Performance Report Requirements**

Attachment C - Performance/Progress Report Requirements

CITY OF ROMULUS
Resolution

Present:
Absent:

At the regular meeting of the Romulus City Council of Romulus, Michigan held at the Romulus City Hall on ___________________________, the following resolution was offered by Councilman ______________________, supported by Councilman ____________________:

Resolution to Accept the State of Michigan, Department of health and Human Services EMS Workforce Development Grant.

WHEREAS, the City of Romulus recognizes the value in advanced training of its Firefighters/EMS Personnel; and

WHEREAS, the City of Romulus recognizes the shortage of qualified paramedics for hire across the State of Michigan; and

WHEREAS, the City of Romulus acknowledges its need of additional resources to aid in the recruitment and retention of firefighter/paramedics; and

Now, therefore, be it resolved that:
The City of Romulus City Council shall exercises its authority and discharge the responsibilities vested in them by this resolution, therefore be it resolved, that the City of Romulus hereby approves acceptance of $75,00 in grant funds from the State of Michigan for EMS Workforce Development and authorizes the administration to enter into Agreement #E20234965-00 this date.

I hereby certify the foregoing is a true and exact copy of the resolution enacted by **(<u>jurisdiction's governing body</u>)** at an official meeting held on **(<u>date</u>).**

____
Name, Title

Date:

YEAS:______________ NEAS:______________

RESOLUTION DECLARED ADOPTED

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City of Romulus at a regular meeting on ____________________, 2023 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act 267 of the Michigan Public Acts of 1976, as amended and that the minutes of said meeting were kept and have been made available as required by the Act.

By: ______________________________
Its: City Clerk

City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **February 6, 2023**

Item No. D.

General Description: Master Settlement Agreement and Meijer Settlement Participation Agreement

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Resolution No. ___________________

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

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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: Master Settlement Agreement and Meijer Settlement Participation Agreement

DATE: January 31, 2023

I concur with the recommendation of Steve Hitchcock, City Attorney and respectfully request that Council authorize the Mayor and Clerk to enter into the attached Master Settlement Agreement and Meijer Settlement Participation Agreement and accept the net payment of $6,979.70 as a final settlement as set forth in the attached documents.

Motion by_______________, supported by ________________, to concur with administration and grant authorization for the Mayor and Clerk to enter into the attached Master Settlement Agreement and Meijer Settlement Participation Agreement and accept the net payment of $6,979.70 as a final settlement as set forth in the attached documents.

From: Steve Hitchcock
To: McCraight, Robert; Wojtylko, Julie
Cc: Lambert, Jill
Subject: Meijer Opioid Settlement
Date: Friday, January 27, 2023 9:31:25 AM
Attachments: image002.png
2023.01.25 Meijer Settlement Participation Agreement - Ex. 1 to Settlement Agreement.pdf
2023.01.05 Meijer BTS Ex B - form of Settlement Agreement (1).pdf
2023.01.05 Meijer Settlement - BTS Exhibit A - Table of Actions Plaintiffs and Settlement Allocations (3).xlsx

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Mayor,
Meijer is one of the defendants in the National Opioid litigation. They only sold opioid prescriptions in Mi, Ky, IN, Il and Oh. There is a proposed settlement for $35,000,000 to be divided based on prescriptions filled by residents of each community where Meijer has stores. While Romulus does not have a Meijer within the City, resident did fill prescriptions in stores outside the City which are Plaintiffs in the lawsuit.
The net amount to Romulus is $6,979.70 which will be paid in lump sum. Attached is a spread sheet that shows the distribution to various communities in the five states.
I have also attached the Master settlement Agreement and the Meijer Settlement Participation Agreement. I recommend Council approve the following resolution.

Motion by ___________ to approve the Master Settlment Agreement and Meijer Settlement Participation Agreement and authorize the Mayor and Clerk to sign all necessary documents to carry out this resolution and accept the net payment of $6,979.70 as a final settlement as set forth in the above documents, seconded by ________.

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

EXHIBIT 1 to Meijer Settlement Agreement

Meijer Settlement Participation Agreement

Governmental Entity: CITY OF ROMULUS

State: MICHIGAN

Authorized Official: MAYOR

Address 1: 11111 WAYNE ROAD

Address 2:

City, State, Zip: ROMULUS, MICHIGAN 48174

Phone: (734) 955-4545

Email: rmccraight@romulusgov.com

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Meijer Settlement Agreement (Exhibit B to the Binding Term Sheet effective as of November 16, 2022, between Meijer and Plaintiffs' Counsel), and acting through the undersigned authorized official, hereby elects to participate in the Meijer Settlement Agreement and release all Released Claims against all Released Entities,[1] and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Meijer Settlement Agreement, understands all terms in the Meijer Settlement Agreement, and agrees that by the Meijer Settlement Agreement, the Governmental Entity elects to become a Releasor as defined therein.

2. The Governmental Entity shall promptly, and in any event within 7 business days of the Effective Date and payment of the settlement funds dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Meijer Settlement Agreement pertaining to Releasors as defined therein.

4. The Governmental Entity has the right to enforce the Meijer Settlement Agreement as provided therein.

5. The Governmental Entity, as a Party to the Meijer Settlement Agreement, hereby becomes a Releasor for all purposes in the Meijer Settlement Agreement, including but not limited to all provisions of Section 5 of the Meijer Settlement Agreement (Release), and along with all

[1] Capitalized terms shall have the same meaning as in the Meijer Settlement Agreement.

departments, agencies, divisions, boards, commissions, subdivisions, districts, corporations, courts, institutes, offices, instrumentalities of any kind, attorneys, and any entities over which such Governmental Entity exercises governing, fiscal, or budgetary authority or control, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Meijer Settlement Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Meijer Settlement Agreement shall be a complete bar to any Released Claim.

6. Nothing herein is intended to modify in any way the terms of the Meijer Settlement Agreement, to which the Governmental Entity hereby agrees. To the extent this form is interpreted differently from the Meijer Settlement Agreement in any respect, the Meijer Settlement Agreement controls.

IN WITNESS WHEREOF, this Meijer Settlement Participation Agreement has been read and signed by the duly authorized representative of the Governmental Entity signing below.

Signed: ________________________

By: Robert McCraight

Its: Mayor

Date: ________________________

Signed: ________________________

By: Ellen Craig Bragg

Its: Clerk

Date: ________________________

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement" or "Meijer Settlement Agreement") is entered by and between Plaintiffs (as identified in Exhibit A to the Binding Term Sheet effective as of November 16, 2022, between Meijer and Plaintiffs' Counsel ("BTS"))[1] and Meijer, Inc., Meijer Distribution, Inc., Meijer Stores Limited Partnership, and Meijer Great Lakes Limited Partnership (collectively "Meijer"). Plaintiffs and Meijer are referred to as the "Parties."

I. RECITALS

WHEREAS, Plaintiffs have filed lawsuits against Meijer and other parties as identified in Exhibit A to the BTS (the "Actions" and each an "Action"), raising Claims (defined below) and/or allegations concerning, related to, based upon, or in connection with the Alleged Harms (defined below) or Covered Conduct (defined below);

WHEREAS, Meijer (i) denies each and all of the Claims and allegations of wrongdoing made by Plaintiffs in the Actions and maintains that it has meritorious defenses; (ii) denies all assertions of wrongdoing or liability against Meijer arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Actions already brought or that could be brought by Plaintiffs related to the Covered Conduct and/or Alleged Harms and contends that the factual allegations made in the Actions relating to Meijer are false and materially inaccurate; (iii) denies that Plaintiffs or any resident thereof was harmed by any conduct of Meijer; (iv) denies liability, denies any wrongdoing, and denies it violated any federal or state statute or common law; and (v) maintains that Meijer would be able to successfully defend against Plaintiffs' claims and allegations at trial, that the facts do not support the allegations, that Meijer engaged in no misconduct or unlawful activity, and that Meijer caused no harm to Plaintiffs or any resident thereof;

WHEREAS, the Parties have investigated the facts and analyzed the relevant legal issues regarding the Claims and defenses that have been or could have been asserted in the Actions;

WHEREAS, without any admission of wrongdoing, fault, culpability or liability of any kind, and without any concession as to the strength or weakness of any actual or potential Claims or defenses, the Parties desire to (a) avoid the delay, uncertainty, inconvenience, and expense of litigation, and (b) fully and finally resolve, settle, release and discharge any and all Claims Plaintiffs brought or could have brought against Meijer in the Actions and all Claims related in any way to the Alleged Harms or Covered Conduct;

WHEREAS, the Parties have agreed to the terms herein for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing or lack thereof;

[1] As used herein, "Plaintiff" refers to each Plaintiff that participates in this Agreement and that signs a Meijer Settlement Participation Agreement (Exhibit 1, hereto), and "Plaintiffs" refer to all such Plaintiffs.

WHEREAS, no part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing, or of any lack thereof;

WHEREAS, unless the contrary is expressly stated, this Agreement is not intended for use by any Party or any third party for any purpose not expressly stated herein, including submission to any court for any purpose other than any required court approval(s) associated with this Agreement and the enforcement of this Agreement;

WHEREAS, the Parties acknowledge, agree to, and understand the terms set forth herein;

WHEREAS, Plaintiffs have determined the terms of this Agreement are fair, reasonable and adequate and in the public interest; and

WHEREAS, the Parties engaged in arm's-length negotiations between counsel in good faith, intending to be legally bound.

NOW, THEREFORE, in consideration of the above recitals and the promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

II. AGREEMENT

1. Recitals Incorporated. The foregoing Recitals are incorporated herein and constitute express terms of this Agreement.

2. Definitions.

   a. "Alleged Harms" means the alleged past, present, and future financial and societal harms and related expenditures arising out of the alleged misuse and abuse of Products (defined below), and/or alleged physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, other related diseases and disorders, and death, that allegedly have been caused by Meijer, non-exclusive examples of which are described in the reports and opinions submitted in connection with the case captioned *In re: National Prescription Opiate Litigation*, No. 1:17-md-2804 (N.D. Ohio), including without limitation, those submitted by G. Caleb Alexander; David Cutler; Jonathan Gruber; David Herzberg; Katherine M. Keyes, Ph.D.; Anna Lembke, M.D.; Jeffrey Liebman; Thomas McGuire; Ted Miller; Harvey Rosen; and Nancy Young.

   b. "Claim" means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

c. "Covered Conduct" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to: (a) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of any Product; (b) orders, prescriptions, formularies, guidelines, payments or rebates for any Product; (c) policies, practices and/or operating procedures, insurance, claim or benefit administration, claim adjudication, plan design, data and/or sales thereof, relating to, any Product; (d) any system, plan, policy or advocacy relating to any Product, including, but not limited to, any promotion, marketing, programs, or campaigns relating to any Product; (e) the characteristics, properties, risks, or benefits of any Product; (f) the reporting, disclosure, nonreporting or non-disclosure to federal, state or other regulators of orders or prescriptions; (g) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, or converting of any Product; or (h) controls against diversion, corresponding responsibility, and/or suspicious order monitoring.

d. "Effective Date" means, for each Plaintiff, the later of (i) the date Plaintiff signs the Meijer Settlement Participation Agreement, (ii) the date Plaintiff signs this Agreement, and (iii) the date Meijer signs this Agreement.

e. "Product" means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is (1) an opioid or opiate, as well as any product containing any such substance; (2) a benzodiazepine, a muscle relaxer, carisoprodol, zolpidem, or gabapentin; or (3) a combination or "cocktail" of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, dihydrocodeine, fentanyl, hydrocodone, hydromorphone, levorphanol, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, alprazolam, chlordiazepoxide, clobazam, clorazepate, diazepam, estazolam, lorazepam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, cyclobenzaprine, orphenadrine, tizanidine, gabapentin, or any variant of these substances or any similar substance.

f. "Released Claims" means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct and/or Alleged Harms occurring prior to the Effective Date. Without limiting the foregoing, "Released Claims" include any Claims that have been asserted against the Released Entities by Releasors (whether judicial, arbitral, or administrative) based on, arising out of, or relating to, in whole or in part, the Covered Conduct and/or Alleged Harms, or any such Claims that could be or could have been asserted, now or in the future, in those actions or in any comparable action or proceeding brought by Plaintiffs or Releasors. The Parties intend that "Released Claims" be interpreted broadly.

g. "Released Entities" means Meijer, Inc., Meijer Distribution, Inc., Meijer Stores Limited Partnership, and Meijer Great Lakes Limited Partnership and: (1) all of their past and present direct or indirect parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns (including without limitation Meijer Companies, Ltd., Meijer Group, Inc., MSP Holdings, LLC, SP Operations LLC, Town Total Holdings, Inc., Town Total Health, LLC and RX Biotech Pharmacy LLC); (2) the past and present direct or indirect subsidiaries, divisions, affiliates, predecessors, successors, and assigns of any of the foregoing; and (3) the foregoing entities' respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, representatives and attorneys (for actions that occurred during and related to their work for, or employment with, Meijer).

h. "Releasors" means and includes each Plaintiff and its departments, agencies, divisions, boards, commissions, subdivisions, districts, corporations, courts, institutes, offices, instrumentalities of any kind, attorneys, and any entities over which such Plaintiff exercises governing, fiscal or budgetary authority or control, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing. Each Plaintiff also shall sign and deliver to Meijer the Meijer Settlement Participation Agreement (Exhibit 1, hereto) providing for a release to the fullest extent of such Plaintiff's authority.

3. Settlement Amount. Subject to Paragraph 6 of the BTS, within thirty (30) days after the Effective Date, Meijer shall pay to counsel for each Plaintiff the "Net Settlement Amount" and "Attorney's Fees Amount"[2] applicable to such Plaintiff, as set forth in Exhibit A to the BTS. The Parties agree that, subject to all of the terms, conditions, recitals, and provisions of this Agreement, the Settlement Amount (including the Attorney's Fee Amount and Common Benefit Fund Holdback) is a reasonable compromise of the matters in dispute.[3]

4. Nature of Payment. The Parties acknowledge and agree that, notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

a. They have entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;

b. (i) Plaintiffs sought restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i), (ii)) as damages for the Alleged Harms; and (ii) the Settlement Amounts are less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by Plaintiffs and Releasors;

c. The payment of the Settlement Amounts by Meijer constitutes restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i), (ii)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by Meijer in order to restore, in whole or in part, Plaintiffs and the Releasors to the same position or condition that they would be in had they not suffered the Alleged Harms, and constitutes

[2] Pursuant to the Ongoing Common Benefit Order, Case No. 1:17-cv-02804-DAP (N.D. Ohio), Dkt. No. 4428 (May 9, 2022), Meijer will hold back 7.5% of the Settlement Amount for each Plaintiff entering into this Agreement ("Common Benefit Fund Holdback") and will cause the held back funds to be paid into the Court's Common Benefit Fund. The parties agree that any holdback from the Settlement Amounts set forth in Exhibit A for purposes of compliance with the Court's common benefit orders is not a breach of any obligation under this Agreement.

[3] "Settlement Amount" is the amount allocated to Plaintiff in the Settlement Amount column in Exhibit A to the BTS and includes Attorney's Fees and the Common Benefit Fund Holdback.

restitution and remediation for alleged damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law; and

d. For the avoidance of doubt: (a) no portion of the Net Settlement Amounts represents reimbursement to Plaintiffs or any Releasor for the fees or costs of any investigation or litigation, including without limitation attorneys' fees, (b) no portion of the Settlement Amounts represents the disgorgement of any allegedly ill-gotten gains, and (c) no portion of the Settlement Amounts is paid for or in place of any fine, penalty, punitive damages, or other punitive assessments.

5. Release.

a. *Scope.* As of the Effective Date, the Released Entities are hereby released and forever discharged from all of the Releasors' Released Claims. Plaintiffs (for themselves and the Releasors) hereby absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim; or to cause, assist in bringing or permit to be brought, filed, or claimed; or to otherwise seek to establish liability for any Released Claim against any Released Entity in any forum whatsoever. The releases provided for in this Agreement are broad, shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to any Released Claim and any Alleged Harms within Plaintiffs' territorial boundaries, and extend to the full extent of the power of Plaintiffs to release claims. This Agreement shall be a complete bar to any Released Claim.

b. *Sole Payment*. It is the intent of the Parties that:

i. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Alleged Harms and/or Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);

ii. Claims by Releasors against non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and

iii. the Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

c. *General Release*. In connection with the releases provided for in this Agreement, each Plaintiff (for itself and its Releasors) expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any State or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent**. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims and/or Alleged Harms, but each Plaintiff hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date even if Releasors do not know or suspect such claims to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and even if knowledge of the existence of such claims would materially affect each Plaintiff's decision to enter into this Agreement.

d. *Res Judicata*. Nothing in this Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in this Agreement gives rise to under applicable law.

e. *Representation and Warranty*. Each Plaintiff expressly represents and warrants that it has authority to settle and release all Released Claims of Releasors.

f. *Effectiveness*. The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Amount or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Amount or any portion thereof.

g. Plaintiffs represent that, as of the Effective Date, and other than the Actions, they have not prepared or brought, and have no intention of preparing or bringing, any other case(s) or claim(s) against any Released Party.

h. *Cooperation*. Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity, and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.

6. Dismissal with Prejudice. Within seven (7) business days of Meijer's payment of the Net Settlement Amount, each Plaintiff will dismiss its respective Action as to Meijer with

prejudice. To the extent necessary or useful, Meijer will join Plaintiffs' submissions to effectuate the dismissals with prejudice of the Actions.

7. Expenses. Except as otherwise set forth in this Agreement, each Party shall bear its own costs (including but not limited to legal fees and expenses) incurred in connection with this Agreement and in prosecuting or defending the Actions. The dismissal with prejudice referred to in Paragraph 6 above shall state that each Party is to bear its own costs, fees and expenses, including attorney fees.

8. No Further Payments. Other than as set forth in Paragraph 3 above, Meijer shall have no obligation to make any further or additional payments in connection with this Agreement or the matters addressed herein.

9. No Admission. The Parties intend the settlement as described herein to be a final and complete resolution of all disputes between Meijer and all Releasors. Meijer is entering into this Agreement solely for the purposes of settlement, to resolve each Action and all Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Meijer denies the allegations in the Actions and denies any civil or other liability in the Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Meijer of: (i) any violation of any law, regulation, or ordinance; (ii) any fault, liability, or wrongdoing; (iii) the strength or weakness of any Claim or defense or allegation made in any Action, or in any other past, present or future proceeding relating to any Covered Conduct, Alleged Harms, or any Product; (iv) the legal viability of the claims and theories in any Action, including but not limited to the legal viability of the relief sought; or (v) any other matter of fact or law. Nothing in this Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Product.

10. Public Disclosure. After the Execution Date, this Settlement Agreement will be subject to public disclosure pursuant to public records laws, open meetings laws, and/or other laws or regulations that require disclosure to the public of information about Plaintiffs ("Public Disclosure Laws"). Nothing herein shall prevent any Party from disclosing the terms of this Settlement Agreement prior to the Execution Date (a) as required by law, or (b) to its actual or prospective attorneys, accountants, auditors, insurers, lenders, acquirers, investors, shareholders, or financial advisors.

11. Statements to the Press; No Solicitation of Publicity. No Party or attorney, agent or representative acting and communicating on behalf of any Party may make public statements that contradict provisions in this Settlement Agreement, including without limitation Paragraph 17 (Non-Admissibility). It is agreed that the Parties' private counsel shall not make any comments or statements to the press, issue any press release, convene any press conference or otherwise initiate publicity with the media, including but not limited to newspapers, publications, or other mass media, nor post to internet websites or any social media information concerning the terms of the Agreement.

12. Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever,

other than the right of each Released Entity to use and enforce this Agreement as if it were a party hereto.

13. No Waiver. This Agreement is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. This Agreement shall not be construed or used as a waiver of any jurisdictional defense Meijer may raise in any other proceeding, or as a waiver or limitation of any defense otherwise available to Meijer in any other action. This Agreement shall not be construed or used as a waiver of Meijer's right to defend itself from, or make any arguments in, any other regulatory, governmental, private individual, or class claims or suits relating to the subject matter or terms of this Agreement. No waiver of any breach, waiver of any failure of any condition, or waiver of any right or remedy contained in or granted by this Agreement shall be effective unless in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other prior, subsequent, or contemporaneous breach, failure, right, or remedy, whether or not similar; nor shall any waiver constitute a continuing waiver unless the writing so specifies.

14. Entire Agreement; Integration. This Agreement and the BTS constitute the entire understanding and agreement of the Parties with respect to the matters addressed herein. This Agreement and the BTS supersede any prior agreements or understandings, whether written or oral, between or among the Parties. No representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement other than those contained herein and in the BTS. Each Party to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion. No reliance was placed upon any representation other than those contained in this Agreement and the BTS.

15. Construction. None of the Parties shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not affect the meaning of this Agreement.

16. No Prevailing Party. The Parties each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement.

17. Non-Admissibility. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (i) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Actions, the strength or weakness of any claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Released Entities; or (ii) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Released Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this

Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of this Agreement, and except that Released Entities may file or use this Agreement in any action (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Released Entities; (iii) to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (iv) to support a claim for contribution and/or indemnification; or (v) to support any other argument or defense by a Released Entity that the Settlement Amounts (including the Attorney's Fees Amounts and Common Benefit Fund Holdbacks) provide a measure of compensation for Alleged Harms or otherwise satisfy the relief sought.

18. Amendment; Modification. This Agreement shall not be varied, modified or amended in any respect, except by a subsequent written agreement executed by all Parties through their authorized representatives.

19. Authority to Enter Agreement and Ownership of Released Claims. Each Party specifically represents and warrants that this Agreement constitutes a legal, valid, and binding obligation of such Party. Each signatory to this Agreement on behalf of a Party specifically represents and warrants that they have full authority to enter into this Agreement on behalf of such Party. Each Plaintiff for itself and its related Releasors specifically represent and warrant that they have concluded that the terms of this Agreement are fair, reasonable, adequate, and in the public interest, and that they have satisfied all conditions and taken all actions required by law in order to validly enter into this Agreement. Each Plaintiff for itself and its related Releasors further represent and warrant that (a) they are the owner and holder of the Released Claims; (b) they have not sold, assigned, conveyed, pledged, encumbered, or otherwise in any way transferred the Released Claims, or any portion thereof or rights related thereto, to any third party nor have they granted or shall they grant any license or other right that would conflict with the rights and obligations set forth herein; and (c) through this Agreement they have the power and authority to bind all persons and entities with an interest in the Released Claims.

20. Dispute Resolution. In the event of a dispute arising out of or relating to the Agreement, the Parties shall first seek settlement of that dispute by mediation before David R. Cohen (or another mediator if agreed by the Parties). If the dispute is not settled by mediation, the dispute shall be referred to and finally resolved by arbitration before David R. Cohen (or another single arbitrator if agreed by the Parties) under the AAA Commercial Rules and Mediation Procedures.

21. Notices. All notices under this Agreement shall be provided in writing to the following via email and overnight delivery through a recognized national courier:

If to Plaintiffs:

____________________________ ____________________________
____________________________ ____________________________
____________________________ ____________________________
____________________________ ____________________________

If to Meijer:

Joseph M. Vanek, jvanek@sperling-law.com
Greg Shinall, shinall@sperling-law.com
Sperling & Slater, P.C.
55 West Monroe Street, Suite 3200
Chicago, Illinois 60603

With a copy to:

Cynthia Rogowski, Cynthia.Rogowski@meijer.com
Meijer, Inc.
2929 Walker Avenue NW
Grand Rapids, Michigan 49544

Any Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Paragraph.

22. Further Assurances. Each Party agrees to take all reasonable steps necessary to effectuate the terms of this Agreement.

23. Counterparts. This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

[*signatures on page(s) to follow*]

IN WITNESS WHEREOF, this Agreement has been read and signed by the duly authorized representatives of each of the Parties.

Meijer, Inc.

Signed: ____________________________

By: Christine M. Dekker

Its: Sr. Vice President, General Counsel & Corporate Secretary

Date: ____________________________

Meijer Distribution, Inc.

Signed: ____________________________

By: Christine M. Dekker

Its: Sr. Vice President, General Counsel & Corporate Secretary

Date: ____________________________

Meijer Stores Limited Partnership

Signed: ____________________________

By: Meijer Group, Inc.

Its: General Partner

By: Christine M. Dekker

Its: Sr. Vice President, General Counsel & Corporate Secretary

Date: ____________________________

Meijer Great Lakes Limited Partnership

Signed: ____________________________

By: Meijer Group, Inc.

Its: General Partner

By: Christine M. Dekker

Its: Sr. Vice President, General Counsel & Corporate Secretary

Date: ____________________________

Meijer Settlement Agreement – Plaintiff Signature Page

Plaintiff: ________________________________
(Identity of Governmental Entity)

Signed: ________________________________

By: ________________________________

Its: ________________________________

Date: ________________________________

City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **February 6, 2023**

Item No. E.

General Description: Brandt Street - Oakbrook Subdivision CDBG Funding Agreement

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Resolution No. ___________________

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

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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: Brandt Street –Oakbrook Subdivision CDBG Funding Agreement for Execution

DATE: January 31, 2023

I concur with the recommendation of Roberto Scappaticci, DPW Director and legal counsel, and respectfully request City Council's approval of the attached Sub-recipient Community Block Grant (CDBG) agreement between the Charter County of Wayne and the City of Romulus to secure partial funding for Brandt Street Phase II (Oakbrook Subdivision) in the amount of $536,000.00 with the remaining balance funded by the City of Romulus following an approved budget amendment.

Motion by______________, supported by _______________, to concur with the administration and approve the attached Sub-recipient Community Block Grant agreement between the Charter County of Wayne and the City of Romulus to secure partial funding for Brandt Street Phase II (Oakbrook Subdivision) in the amount of $536,000.00 with the remaining balance funded by the City of Romulus following an approved budget amendment.

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Robert A. McCraight, Mayor

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

CC: Kathy Hood, Assistant Director, Department of Public Works

DATE: January 24th, 2023

SUBJECT: Brandt Street (South of Eureka) – Wayne County CDBG Funding Agreement for Execution

Dear Mayor,

Attached is the agreement between Community Development Block Grant (CDBG), Wayne County and the City of Romulus. At this time, the DPW would like to request approval, to enter into this agreement to secure partial funding for Brandt Street Phase II. As you know, the partial project amount requested of CDBG is $536,000. Additionally, the remaining balance will be funded by the City and a budget amendment will be submitted to council.

Please note the agreement has been reviewed and approved by our City Attorney, Steve Hitchcock. The DPW recommends signature for final execution of this document, to secure funds through Wayne County for the construction of Brandt Street, south of Eureka Road.

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\roads\brandt phase ii est\agreement\cdbg funding memo brandt phase ii.docx

SUBRECIPIENT AGREEMENT FOR

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

BETWEEN THE

CHARTER COUNTY OF WAYNE

AND

CITY OF ROMULUS

Term July 1, 2022, through June 30, 2027

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, 2022, 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 11111 Wayne Road, Munro, 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 2022 starting July 1, 2022 ("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 $536,000 (Five Hundred Thirty-Six 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, childcare, 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, 2022, to June 31, 2027. 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 Due Diligence Requirements

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

Contractors

4.01 Using Contractors

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 Contractor Procurement

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. <u>4 yrs. from submittal of final expenditure report or conclusion of any audit or litigation)</u>.
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 <u>Limitation on Term of Contractor Agreements</u>

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

Section 5

<u>Records and Reports</u>

5.01 <u>Records Requirements</u>

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 ensure 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 Records Upon Termination

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 Failure to Deliver Records

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 Access to Records Upon Termination

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 Responsibility for Property Loss

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 Coverage of the term "Recipient"

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 Independent Contractor Relationship between Recipient and Subrecipient

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 <u>Comprehensive Duty to Defend, Indemnify, and Hold Harmless</u>

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
<u>Insurance</u>

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 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 affected 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 <u>Subcontracts</u>

a. <u>Approvals</u>

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. <u>Monitoring</u>

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. <u>Content</u>

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 ensure 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:

Maria DeVita Lambert
City of Romulus
11111 Wayne Road, Romulus MI 48174
(734) 955-4533

If to the Recipient:

The Charter County of Wayne
Community Development Department
28th Floor, Wayne County Building
500 Griswold
Detroit, Michigan 48226-2831
Attention: Tuesday Redmond- 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-premises 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, Mayor Robert A. McCraight

By: ______________________________________
Certifying Officer, Clerk Ellen Craig-Bragg

Date:

Date:

CHARTER COUNTY OF WAYNE

By: ________________________________
Warren C. Evans
Wayne County Executive

Date:

County Commission approved and
Execution Authorized
by Resolution

No._____2022-524________

Date: August 5, 2022,_____

APPENDIX A

CDBG PROJECTS

Grantee	PY 2022 Grant Amount	Activity	Amount	Activity Matrix No.	National Objective	Low Mod Area	Census Tract	Benefit	Performance Measure	Contract No.
Romulus		Brandt Road Improvements	$536,000	03K	LMA	Public Facility Street Improve-ments	5862-3	Low Mod Area Benefit	Reconstruct Public Infra-structure	22-24-03K

*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, 2022 to June 30, 2027**	**SPACES ONLY**
QUARTER:		

		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	TOTALS
Beg Bal	$ - (June 30th only)	-	-	-	-	
INCOME SOURCES						
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-		-
		-	-	-	-	-
		-	-	-		-
		-	-	-	-	-
Total Income Sources		-	-	-	-	-
EXPENDITURES - Stipulate Contract No. and Activity Name						
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 28th 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.

By: ______________________________________
Certifying Officer, Mayor Robert A. McCraight

Date:

By: ______________________________________
Certifying Officer, Clerk Ellen Craig-Bragg

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. <u>Maximum Feasible Priority</u>. 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. <u>Overall Benefit</u>. 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) 2010, 2011, 2013 (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. <u>Special Assessments</u>. 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.

By: ______________________________________ By: ______________________________________

Certifying Officer, Mayor Robert A. McCraight | Certifying Officer, Clerk Ellen Craig-Bragg

Date: ______________________________________ Date: ______________________________________

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: **2022 CDBG Subrecipient Agreement**
Agreement Year: **July 1, 2022, through June 30, 2027**

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**-City of Romulus

________________________________ ________________________________

By: Mayor Robert A. McCraight

Dated: ________________________________

____

WITNESSES:

________________________________ ________________________________

By: Clerk, Ellen Craig-Bragg

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: **08-833-0022**

Subawardee Name (must match name in DUNS): **City of Romulus**

Subawardee Address: **11111 Wayne Road, Romulus, Michigan 48174**

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)

City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **February 6, 2023**

Item No. F.

General Description: Introduction to Budget Amendment 22/23-11

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: Introduction of Budget Amendment 22/23 - 11

DATE: January 31, 2023

I am hereby requesting introduction of Budget Amendment 22/23-11 to recognize a budget amendment for completion of Brandt Road project.

Motion by______________________, supported by _____________________ to concur with the administration and introduce Budget Amendment 22/23-11 to recognize a budget amendment for completion of Brandt Road project.

Memorandum

To: Mayor Robert A. McCraight

From: Victoria Trush

Date: December 27, 2022

Re: Budget Amendment 22-23-11

Attached please find a copy of requested Budget Amendment 22-23-11 to be added to the agenda for the January 9, 2023 City Council meeting.

This budget amendment is to transfer funds from the General Fund to Local Roads and to recognize the CDBG grant funding for the Brandt Road project

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

MEMORANDUM

TO: Mayor Robert A. McCraight

FROM: Finance Department

DATE: December 27, 2022 VNT

SUBJECT: Budget Amendment 22/23 -11

FUND/DEPT. ACCOUNT NO.	ACCOUNT NAME	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET
General				
Revenue				
101-371-477.000	Build Permit/City Cert	1,000,000.00	$ 356,000.00	$ 1,356,000.00
Expense				
101-966-999.203	Transfer Out - Local Roads	-	$ 356,000.00	$ 356,000.00
CDBG				
Revenue				
252-000-501.100	Grant Rev Federal	-	$ 536,000.00	$ 536,000.00
Expense				
252-000-980.000-Brandt	Project Cost	-	$ 536,000.00	$ 536,000.00
Local Roads				
Revenue				
203-000-699.101-Brandt	Grant Rev Federal	-	$ 356,000.00	$ 356,000.00
Expense				
203-463-980.000-Brandt	Project Cost	-	$ 356,000.00	$ 356,000.00

To recognize a Budget Amendment for completion of Brandt Road project

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
Maria Farris, Finance Director
Victoria Trush, Assistant Finance Director

DATE: **December 28th, 2022**

SUBJECT: **Brandt Street (South of Eureka) Budget Amendment for Reconstruction**

Dear Honorable City Council,

As you are aware, the City is partnering with Wayne County for the reconstruction of the Brandt Street south of Eureka Road. In order to complete the reimbursement portion of the CDBG grant funding from Wayne County, the City needs cash flow to credit the local street account during the construction payment portion until the appropriate funds can be reimburse from Wayne County.

The attached budget amendment allows for this cash flow short fall to occur. At this time it is estimated that $356,000.00 of the costs will not be recovered and will be contributed by the general fund.

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

y:\admin documents\roads\brandt phase ii est\design\memo to council - ba.docx

BUDGET AMENDMENT FORM

INCREASE		INCREASE	
Account Number /Name	Amount	Account Number /Name	Amount
101-371-477.000 Build Permit/City Cert	$ 356,000	101-966-999.203 Transfer Out - Local Streets	$ 356,000
203-000-699.101 Transfer In -General Fund	$ 356,000	203-463-980.000-Brandt Project Cost	$ 356,000
252-000-501.100-Brandt Grant Rev Federal	$ 536,000	252-000-980.000-Brandt Project Cost	$ 536,000
TOTAL	**$ 1,248,000**	**TOTAL**	**$ 1,248,000**

PURPOSE:

To recognize a budget amendment for the completion of the Brandt Road project

V. Trush 1/30/2023

DATE: 1/30/2023

Department Head Signature: Robert Jorgensen

Mayor's Authorization:

THIS FORM IS TO BE USED WHEN THE TOTAL AMOUNT OF EXPENDITURES WITHIN A DEPARTMENT IS REQUESTED TO BE INCREASED. IT REQUIRES PRIOR APPROVAL FROM THE MAYOR AND THE FINANCE DEPARTMENT WILL DETERMINE IF THE FUNDS ARE AVAILABLE EITHER FROM FUND BALANCE/RETAINED EARNINGS OR YOU MAY ALSO REQUEST FUNDS TO BE TRANSFERRED FROM ANOTHER ONE OF YOUR DEPARTMENTAL BUDGETS. THIS REQUEST REQUIRES COUNCIL APPROVAL.

City of Romulus

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

Council Meeting Held: **February 6, 2023**

Item No. A.

General Description: First Reading and Introduction of Zoning Ordinance Text Amendment TA-2022-002, Articles 7, Business District and 8, Industrial Districts, Southern Gateway Overlay District

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Resolution No. ___________________

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

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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

MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, City Clerk

Cc: D'Sjonaun Hockenhull, Deputy City Clerk

Date: February 2, 2023

Re: First Reading and Introduction to Zoning Amendment TA-2022-003

It is requested that Council approve the First Reading and Introduction of the text amendment to the Zoning Ordinance TA-2022-002 to add to ARTICLE 7, BUSINESS DISTRICTS, Section 7.06 and ARTICLE 8, INDUSTRIAL DISTRICTS, Section 8.04(b)(9), Southern Gateway Overlay District.

PLANNING DEPARTMENT MEMORANDUM

DATE: January 31, 2023
TO: City Council
FROM: Carol Maise, City Planner
SUBJECT: Zoning Ordinance Text Amendments
TA-2022-002; Articles 7, Business District and 8, Industrial Districts, **Southern Gateway Overlay District**
TA-2022-003; **Article 9, Airport District – Drive-through Restaurants**

Attached for your consideration are drafts of proposed Zoning Ordinance amendments for the following:

- To add to ARTICLE 7, BUSINESS DISTRICTS, *Section 7.06* and to ARTICLE 8, INDUSTRIAL DISTICTS, *Section 8.04(b)(9)*, *Southern Gateway Overlay District* and
- To amend ARTICLE 9, AIRPORT DISTRICT, Table 9.02, *Schedule of Uses* to include drive-through restaurants as special land uses.

The **Southern Gateway Overlay District** amendment will provide standards for the area designated in the City of Romulus Master Plan as "Southern Gateway", located between Eureka and Pennsylvania on both sides of I-275 to Wayne Road. Design standards for high quality architecture, landscaping and screening along with requirements for truck traffic are included.

The **AP, Airport District** list of permitted uses currently does not allow drive-thru restaurants and the proposed amendment would permit them as special land uses.

The Planning Commission held a public hearing on the amendments on January 18, 2023 and recommended approval to the City Council. Please find attached the following:

- ARTICLE 7, BUSINESS DISTRICTS, *Section 7.06* and to ARTICLE 8, INDUSTRIAL DISTICTS, *Section 8.04(b)(9)*, *Southern Gateway Overlay District* draft text amendment
- City of Romulus Master Plan – Southern Gateway
- ARTICLE 9, AIRPORT DISTRICT, Table 9.02, *Schedule of Uses* draft text amendment
- Planning Commission draft minutes from the January 18, 2023 meeting;

City Planning Consultant Brad Strader from MKSK will be presenting the proposed amendments. We look forward to discussing these with you at the study session on February 6, 2023.

RECOMMENDATION

If the City Council determines that action on the proposed amendments for the Southern Gateway Overlay District and the Airport District are warranted, the following motion should be considered:

*To **approve the first reading** of the following text amendments to the Zoning Ordinance: TA-2022-002; Southern Gateway Overlay District and TA-2022-003; Article 9, Airport District, Section 9.02, Schedule of Uses.*

Should you have any questions, or desire additional information, please do not hesitate to contact the Planning Department at 734-955-4530.

ORDINANCE 2023-___
CITY OF ROMULUS
APPENDIX A – ZONING
Amendment 1.___

AN ORDINANCE AMENDING ARTICLE 7, BUSINESS MTS, TO ADD SECTION 7.06, SOUTHERN GATEWAY OVERLAY DISTRICT OF THE ZONING ORDINANCE FOR THE CITY OF ROMULUS.

THE CITY OF ROMULUS ORDAINS:

SECTION 1. Article 7, Business Districts, to add Section 7.06 and Section 8.04(b)(9), to add Southern Gateway Overlay District to read as follows:

Section 7.06 Southern Gateway Overlay District
Section 8.04(b)(9) Southern Gateway Overlay District

(a) **Statement of Purpose and Provisions**

(1) **Purpose**. The Southern Gateway Overlay District is intended to serve as one of the primary entry points into the City of Romulus. This area, adjacent to I-275, is planned to contain a commercial node and concentrated employment center that complements airport-related technology, research, and industrial uses, while also limiting excessive truck traffic and truck parking and storage. The standards in this section ensure the properties along I-275 are treated with a second "front yard" so that the sites and buildings visible from the expressway have higher quality architecture, landscaping, and screening treatments.

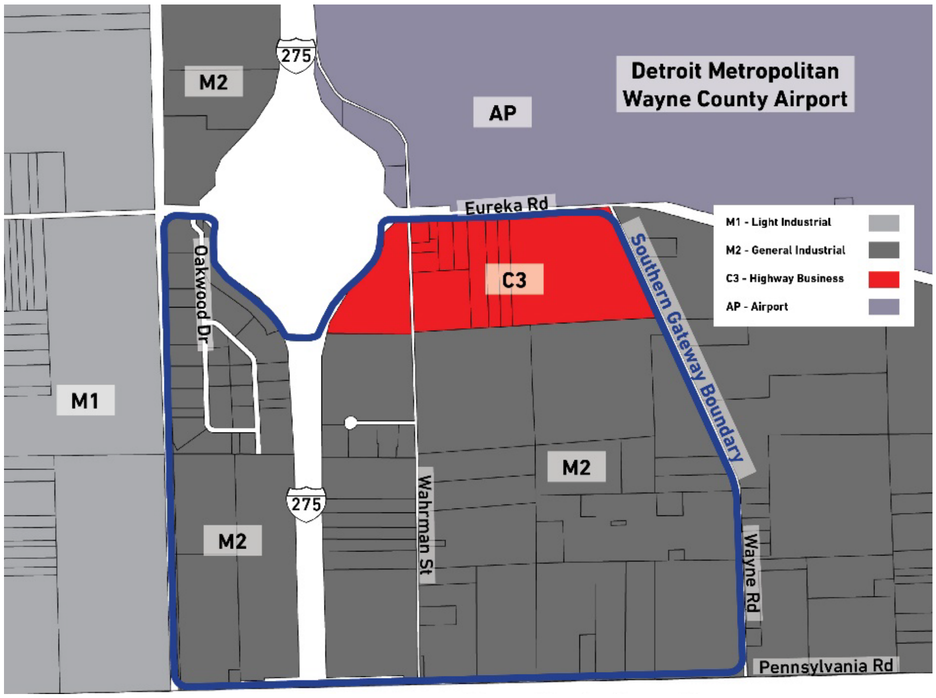
(2) **General Provisions and Applicability**. The overlay district in this Section applies in combination with the underlying base zoning districts to impose regulations and standards that address the specific uses in the overlay district. The underlying zoning districts still apply to the area, but with the addition of the overlay district's permitted uses and design standards.

In the event of a conflict between the overlay district regulations and the regulations of the underlying base zoning district, the overlay district regulations govern. In all other cases, both the overlay district and the base zoning district regulations, along with other regulations in the Zoning Ordinance, apply.

(3) **Application to Previously Developed Sites**. Specifically, these standards apply to new construction, changes of uses and/or expansion of a use. When an existing use expands its parking area, storage area, or gross floor area of a building on the site by more than 125% of the original square footage area, than the expansion must comply with the overlay standards.

If a property's changes or expansion falls below the 125% threshold, but is still nonconforming with these regulations, the landscaping standards shall still apply in this chapter to bring the site into greater conformance.

(4) **Romulus Southern Gateway Overlay District Zoning Map**



(b) **Uses Permitted**

This Overlay District shall align with the underlying zoning districts' uses. In cases where a Traffic Impact Study is required per this Overlay District, as noted below, a Permitted use shall become a Special Land Use in terms of traffic and truck impacts. The Special Land Use shall be evaluated on whether the volume of vehicle and truck traffic will negatively impact traffic operations, and the degree to which the impacts have been mitigated. Mitigation could include changes to traffic signals, improvements to intersections, road paving, additional right-of-way for roadway or non-motorized improvements, or other changes endorsed by the City.

(c) **Traffic Impact Study Requirements**

A traffic impact study as described in Section 23.02(a)(3)06 is required with the exception that a distinct analysis of truck traffic shall be provided wherever a use will generate either 50 daily or 10 or more truck trips in a peak hour. The projection of trucks shall be based on the ITE Trip Generation and/or counts taken at similar facilities to what is proposed using ITE methodology, or when required by the City's transportation consultants. The study should follow the methodology of the ITE Trip Generation Manual and Handbook, and be prepared by a qualified transportation engineer.

The analysis shall be based on provide recent traffic counts, and provide a projection and distribution of future trips onto the network, with a review of the condition and capability of the roads to handle those trucks. The staging or travel to and from the site, and its impact, also needs to be addressed. A comparison of the existing conditions to the future conditions should be provided at site access points, adjacent driveway operations, intersections and expressway ramps in the study area. The study area should be approved by the City's Transportation Consultants.

The Study should outline improvements that may be required, and the means to implement those changes. Changes to traffic signal timing may only be suggested where it can be demonstrated that the overall effect on the transportation system will be improved, and other changes that do not include changes to traffic signal timing may be required.

(d) **Dimensional Standards**

(1) This section only applies to industrial uses within this Overlay District. For all other uses, the underlying zoning dimensional standards apply.

(2) For industrial uses along I-275 in the Southern Gateway Overlay District, the setback is 80 feet regardless of whether it is for parking, storage, or a front, side or rear yard. All other setbacks in the overlay district shall abide by the underlying zoning district standards.

(e) **Design Standards**

(1) **Building Design and Materials**. The primary purpose of building design standards is to promote and enforce high-quality architectural design, protect community identity, and enhance quality of life through design that complements natural surroundings. All buildings shall meet the following requirements:

a. **Exterior Façade and Material Delineation**

i. **Horizontal**. Long lengths of building façade wall planes over 100 feet shall be broken up by using different building materials and offset of planes to serve as a visual breakup.

b. **Building Materials**

i. Durable building materials which provide an attractive, quality appearance shall be utilized at least on the building frontage, corner articulations, and for parts of the building that may face or be visible from I-275. The visibility shall be based on what motorists can view while traveling along a public street or the expressway. Landscaping, preservation of streets, or other approved screening may be used to meet the intent as well as architectural treatments. Please refer to Article 13.01 of this Zoning Ordinance for additional building appearance standards, particularly Section 13.01(h) Allowance for Other Materials.

ii. For facades that are visible from Warhman Road or I-275, at least 25% of the building material shall consist of quality materials such as earth-toned brick, decorative tilt-up panels, wood, native stone, and tinted/textured concrete masonry units and/or glass products.

iii. For facades that are visible from Warhman Road or I-275, other materials such as smooth-faced concrete block, undecorated tilt-up concrete dryvit panels, or pre-fabricated steel panels shall only be used as accents and not dominate the building exterior of the structure.

c. **Building and Sign Colors**

i. Exterior colors shall be of low reflectance, subtle, neutral, or earth tone colors. The use of high intensity colors such as neon, metallic, or fluorescent for the facade and/or roof of the building are prohibited except as approved by the Planning Commission for building trim.

ii. Mechanical and service features such as gutters, ductwork, service doors, etc. that cannot be screened must be of a color that blends in with the color of the building.

d. **Business Signs**. For a use with frontage along I-275, a separate freestanding business sign, for the main business on the premise, may be allowed by the Planning Commission if it is shown on the site plan, is not taller than 10 feet and 200 square feet in area, and the design is integrated with the building. The Planning Commission may require renderings to show the appearance of the sign as part of their evaluation for design approval. Final sign design and lighting shall be approved by the Building Department.

(2) **Sightline Requirements**. Utilities, maintenance areas, service and storage areas, and dock doors shall be screened from public view using landscaping and/or architectural elements subject to the following minimum requirements:

a. All mechanical installations shall be adequately screened from street view or view from nearby public spaces. These shall be screened with a solid material that is of the same materials as the Principal Structure.

b. Outdoor storage, trash collection and/or compaction, loading or other such uses shall be located in the rear of the lot. The location of these areas shall be indicated on the site plan. These areas are shall not be located within 20 feet of any sidewalk. For properties along I-275, these areas are preferred to be located in the side yard and shall be screened in accordance with the landscaping section of this overlay district. Outdoor storage is subject to the site design standards of Section 11.17 (B) of the Zoning Ordinance to the extent not in conflict with the Overlay District requirements.

c. Dock doors must be located in the side or rear yard and shall be setback at least 100 feet from the lot line if located in a side yard. For properties that abut I-275, dock doors shall be located in the side yard where possible. If dock doors are located in the rear yard that faces I-275, dock doors must be set back at least 150 feet.

(3) **Pedestrian Sidewalks and Shared Use Paths**. Sidewalks with a minimum 5-foot-wide clear sidewalk area (or the sidewalk area may need to be wider if adjacent to parking spaces) shall be provided to connect parking areas with building entrances and public sidewalks or pathways along the streets. Shared use paths shall be provided along public streets (not I-275) with a minimum of eight (8) feet in width, built in accordance with current the American Association of State Highway and Transportation Officials (AASHTO) guidelines.

(4) **Landscaping**. Landscaping requirements are set forth to protect and preserve the appearance, character and value of properties within the Southern Gateway Overlay District; to increase water retention and absorption to reduce storm water run-off, flooding and soil erosion; and to assure sufficient buffering and screening of incompatible uses or offensive or unattractive views. All site landscaping shall include native vegetation and support the surrounding natural landscape. Landscaping shall be used to visually break up paved areas and be located directly adjacent to the building.

Please refer to *Article 13* of this Zoning Ordinance for additional landscaping standards, especially for parking lot screening, detention landscaping, and screening for accessory structures. For modifications to the following requirements, please refer to Section *13.02 (u) Modifications and Waivers* of this Zoning Ordinance.

a. **Greenbelt Landscaping (Adjacent to Street Frontage).** All yards adjacent to roads and rights-of-way shall be landscaped along the entire frontage (except access points) in accordance with the following requirements:

Table XXX: Greenbelt Requirements

				Minimum Plantings per 100 linear ft.			
Type	Application	Greenbelt Depth	Berm[1]	Deciduous Trees	Evergreen Trees	Ornamental Trees	Shrubs
A	Public Street Frontage: Where commercial, office, and uses permitted in this overlay are mixed	30 ft.	NA	2	1	1	20
B	Public Street Frontage: Industrial uses permitted in this Overlay	50 ft.	3 ft. in height	3	3	1	30

Footnote: [1]Berms may be used to improve visual quality and screen activities. Berms shall be undulating and designed to have a natural appearance.

b. **Buffer Zone Landscaping**. The following buffers shall be required. Additional buffers may be required per Article 13 of this Zoning Ordinance:

Table XXX: Required Buffer Zones[1]			
Buffer Zone	Min Width	Wall/Berm	Min. Plant Materials
Industrial Side or Rear yards adjacent to I-275	60 ft.	4 foot high berm[2,3,4]	1 canopy tree, 2 evergreen trees and 4 shrubs per each 30 linear feet along the property line, rounded upward

Footnotes to Table XXX

1. Vertical and horizontal cross sections, at the same scale, of the buffer zones shall be provided with the site plan.
2. Berms shall be of consistent height with a meandering shape along its length.
3. Canopy, ornamental, and evergreen trees are to be planted at the bottom 50% of berm.
4. Evergreen trees shall be planted in masses on the development side of berm/wall, in strategic locations for privacy and screening purposes. Deciduous trees shall be placed at regular intervals on public side of berm/wall. Ornamental trees may be placed on either side.

SECTION 2. Severability.

Should any word, sentence, phrase or any portion of this ordinance be held in any manner invalid by any court of competent jurisdiction or by any state agency having authority to do so for any reason whatsoever, such holdings shall be construed and limited to such words, sentence, phrase, or any portion of the ordinance held to be so invalid and shall not be construed as effecting the validity of any of the remaining words, sentences, phrases or portions of this ordinance.

SECTION 3. Conflicting Ordinances.

All prior existing ordinances adopted by the City of Romulus inconsistent or in conflict with the provisions of this ordinance are, to the extent of such conflict or inconsistency hereby expressly repealed.

SECTION 4. Effective Date.

This ordinance shall take effect upon publication thereof in an official newspaper, which publication shall be made when the minutes passing the ordinance are published subject to revocation at will of the City of Romulus at any time.

ADOPTED, APPROVED AND PASSED by the City Council of the City of Romulus this __________ day of ___________, 2023.

____

____

ROBERT A. MCCRAIGHT, MAYOR

____

____

ELLEN L. CRAIG-BRAGG, CMC, City Clerk

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council of the City of Romulus at a regular Council Meeting held in the City Council Room in said City of the ______ day of ____________, 2023.

____

____

ELLEN L. CRAIG-BRAGG, CMC, City Clerk

I further certify that the foregoing was published in Associated/Journal Newspaper, a newspaper of general circulation in the City of Romulus, on the ______ day of _____________, 2023.

____

____

ELLEN L. CRAIG-BRAGG, CMC, City Clerk

Within forty-five- (45) days after publication of any ordinance duly passed by the Council, a petition may be presented to the Counsel protesting such ordinance continuing effect. Said petition shall contain the text of such ordinance and shall be signed by not less than six percent (6%) of the registered electors registered at the last preceding election which a Mayor of the City was elected. Said ordinance shall thereupon and thereby be suspended from operation and the Council shall immediately reconsider such ordinance.

Introduced: February 6, 2023
Adopted:
Published:
Effective:

- Proximity to airport and expressways
- Concentrated employment center
- Mixture of commercial and industrial

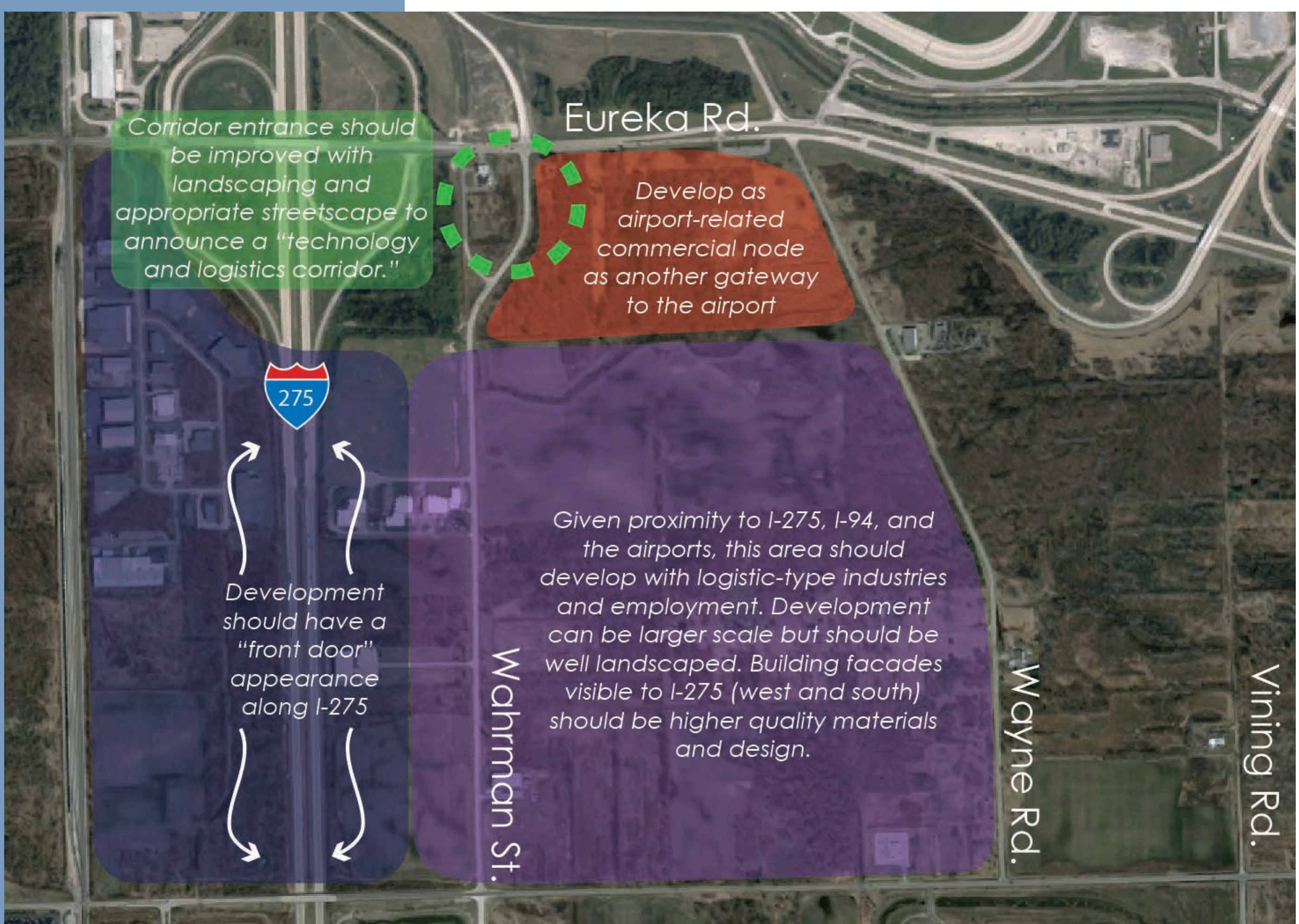
For specific descriptions of land uses, please see Section C: Future Land Use.

E. Southern Gateway

The Southern Gateway sub-area is located south of the airport, along the east and west sides of I-275 and the south side of Eureka Road. Over time this sub-area has been targeted for different types of airport-related technology, research, and general industrial, with a modest amount of commercial at the interchange. Most of this area is currently vacant.

Land Use

- Prime opportunity for airport-related businesses and industries.
- The intent is to create a concentrated employment center that will compliment surrounding existing and planned land uses in this area of the city and neighboring Huron Township.
- The planned commercial area along Eureka Road primarily is intended to serve expressway travelers, airport employees, and those using the airport. No airport parking should be allowed. It is not intended to create a new commercial center in this area that would detract from development of the primary airport-related commercial along Vining and Merriman Roads north of the airport.



Design Concepts

Transportation

- *Gateway:* In order to enhance the image of the entrance to Romulus from the I-275 intersection directional signage, city welcome signs, public art, and landscaping should be incorporated to the intersection and adjacent open space.

Landscape

- A buffer should be created between the commercial uses along Eureka and the industrial to the south.
- Additional landscape should be provided along Eureka consisting of a landscaped island with low plantings as median and landscape buffers along both sides of the street.

Site Design

- *Industrial park:* New industrial uses should be in the style of an industrial park that contains high quality design, adequate lighting, shared access, and any truck parking or outdoor activity screened from views.
- *Outdoor storage:* Sites should not have outdoor storage or large areas for long-term truck storage visible from I-275, Eureka or Warhman Roads.

6. Public Hearings

A. **TA-2022-002; Zoning Ordinance Text Amendment** for Article 7, Business Districts and Article 8, Industrial Districts to include overlay standard for the Southern Gateway

(Action required: Recommendation to City Council)

Planning Consultant Strader, MKSK, gave the background for this agenda item:

- The proposed Zoning Ordinance text amendment will create an overlay zoning district for the Southern Gateway. The area is south of Eureka, north of the southern City limit lines (Pennsylvania Road), and is on both sides of I-275 and Wahrman Road, with Wayne Road forming the eastern boundary.
- The area has been targeted for airport-related technology, research and general industrial, with some commercial uses along Eureka. The overlay is being proposed to help enhance views and ensure that the targeted uses for the area are aligned with Master Plan goals.
- The area contains gas stations, the new Kroger distribution center and other industrial buildings along Wahrman Road.
- The City was looking at this area in tandem with Huron Township to the south; there was a desire for consistent standards for high quality development on either side of Pennsylvania Road.
- The overlay district would include additional architectural standards for buildings along with enhanced views from City streets as well as from I-275; I-275 can provide an attractive front door to the City. Signage might include a frontage sign as well as a sign along I-275.
- Another new standard would include an analysis of truck traffic as part of a traffic impact study for any use that will generate either 50 daily or 10 or more truck trips in a peak hour. If that threshold is met, the use becomes a special land use, and there would be further consideration in terms of design and how the trucks are routed and monitored, to ensure that the truck traffic goes to and from the I-275 interchange, and not through residential neighborhoods.
- While not part of the overlay district, Wayne County is looking at constructing a bridge on Pennsylvania Road so that trains will not stop traffic. This would change Pennsylvania from a Class B to a Class A road.
- The overlay standards would apply to redevelopment as well as new development.
- If a business will have greater setbacks from I-275 along with additional landscaping to screen the views, they would not have to fully comply with the architectural standards.
- Sidewalks and pathways will be required. Landscaping requirements will be increased.
- There would be two sets of standards:
  1. I-275 frontage standards, creating a front door to the City in the area.
  2. Dock doors would need to be in side yards, only facing I-275 if they are screened and set back at least 150 feet, and not facing Wahrman at all.
- To summarize, the Southern Gateway Overlay District would focus on traffic, truck traffic, architecture, views from I-275, and landscaping.

Noting that there was on file an affidavit of first class mailing, Chair Freitag opened the public hearing. While there were approximately 10 residents and property owners in the audience, no public indicated they wished to speak so Chair Freitag closed the public hearing and brought the matter back to the Commission.

Commission discussion included:

- Currently the roads would not support significant development in this area.
- The permitted uses for the area would not change. With applications coming in for this area, it was important to make provisions for a detailed traffic study, to correct truck routing, and to make sure truck-bearing roads are built to class A standards.
- Outdoor storage might be allowed on properties next to I-275, but it would have to be screened. Renderings would be required of proposed developments.
- Screening and design standards would have similarities to the Vining Road Overlay District.
- There would be a learning curve as developers learned the requirements of the new overlay district.
- The Southern Gateway Overlay District was fairly straightforward in that it focused on landscaping, building design, truck impacts, and storage.

MOTION by McAnally, support by Talon-Jemison, to recommend to City Council Approval of **TA-2022-002; Zoning Ordinance Text Amendment** for Article 7, Business Districts and Article 8, Industrial Districts to include overlay standard for the Southern Gateway.

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

B. **TA-2022-003; Zoning Ordinance Text Amendment** for Section 9.02, Schedule of Uses to add drive- through restaurants as a special land use to the Airport District

(Action required: Recommendation to City Council)

Referencing her January 12, 2023 memorandum, City Planner Maise gave the background for this agenda item. A site plan has been submitted for a gas station; convenience store with a Tim Horton's drive-through; oil change; car wash; and EV (electric vehicle) charging station for airport rental cars on Wayne County Airport Authority property on the west side of Middlebelt Road.

Table 9.02, Schedule of Uses in the Airport District does not include drive-through restaurants. This standard was likely due to potential negative impact on traffic on Middlebelt Road. Also, at the last time Table 9.02 was adopted, the City had wanted to concentrate its gas stations and fast food restaurants in other parts of the City.

Commission members asked about tax implications for this type of development in the Airport District. Was the property taxable for the City if the Wayne County Airport Authority is the landlord? City Planner Maise believed that it was taxable but will be following-up with the City Assessor to confirm.

Noting that there was on file an affidavit of first class mailing, Chair Freitag opened the public hearing. As no public indicated they wished to speak, Chair Freitag closed the public hearing and brought the matter back to the Commission.

MOTION by McAnally, support by Glotfelty, to recommend to City Council **TA-2022-003; Zoning Ordinance Text Amendment** for Section 9.02, Schedule of Uses to add drive- through restaurants as a special land use to the Airport District.

Roll call vote: Ayes – McAnally, Glotfelty, Roscoe, Talon-Jemison, Gbogboade, Crova, Freitag. Nays – Long, Frederick. **Motion carried 7-2.**

7. Old Business

8. New Business

A. 2022 Planning Commission End of Year Report

City Planner Maise thanked Department Secretary Kayla Hubbard for her work on the Planning Commission End of Year Report. Planner Maise noted that reoccupancies were down somewhat, but activity within the Planning Department remained strong.

MOTION by McAnally, support by Talon-Jemison, that the Planning Commission accept the Planning Commission End of Year Report as written and recommend that the Report be submitted to the Mayor and City Council.

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

9. PC – Cases Involving Advice or Input from the Planning Commission

A. Project Introduction - RZ-2021-001/SLU-2021-002/SPR-2021-006; Wayne Road Gas Station

Applicant:	Ghassan Khalaf, GK Consulting Inc.
Request:	Rezoning/Special Land Use/Site Plan Review
Location:	7099 Wayne Road (DP# 80-020-99-0063-700)
Project:	Addition of gas station with diesel pumps and drive-through restaurant to liquor store retail center

(Action required: No official action; Planning Commission feedback requested by applicant)

City Planner Maise introduced this agenda item. This potential development had come to the Planning Department about 2 years ago, and since then significant discussions had been held with the applicant, city staff, and consultants.

The applicants were including diesel and truck fueling with this application, which involved a change of use. Traffic and circulation were outstanding issues. Tonight the applicants were seeking input from the Planning Commission.

Ghassan Khalaf, GK Consulting, was present representing this request for discussion relative to a potential request for rezoning/special land use/site plan review for 7099 Wayne Road. Developer Issam Ghazdi, Dearborn Heights, was also present.

The applicants made the following points:

City of Romulus

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

Council Meeting Held: **February 6, 2023**

Item No. B.

General Description: First Reading and Introduction to Zoning Ordinance Text Amendment TA-2022-003; Article 9, Airport District - Drive-through Restaurants

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Resolution No. ___________________

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

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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

MEMORANDUM

To: **Honorable City Council**

From: **Ellen L. Craig-Bragg, City Clerk**

Cc: **D'Sjonaun Hockenhull, Deputy City Clerk**

Date: **February 2, 2023**

Re: **First Reading and Introduction to Zoning Amendment TA-2022-003**

It is requested that Council approve the First Reading and Introduction of the text amendment to the Zoning Ordinance TA-2022-003 to amend ARTICLE 9, AIRPORT DISTRICT, Table 9.02, Schedule of Uses to include drive-through restaurants as special land uses.

PLANNING DEPARTMENT MEMORANDUM

DATE: January 31, 2023
TO: City Council
FROM: Carol Maise, City Planner
SUBJECT: **Zoning Ordinance Text Amendments**
TA-2022-002; Articles 7, Business District and 8, Industrial Districts, **Southern Gateway Overlay District**
TA-2022-003; **Article 9, Airport District – Drive-through Restaurants**

Attached for your consideration are drafts of proposed Zoning Ordinance amendments for the following:

- To add to ARTICLE 7, BUSINESS DISTRICTS, *Section 7.06* and to ARTICLE 8, INDUSTRIAL DISTICTS, *Section 8.04(b)(9)*, *Southern Gateway Overlay District* and
- To amend ARTICLE 9, AIRPORT DISTRICT, Table 9.02, *Schedule of Uses* to include drive-through restaurants as special land uses.

The **Southern Gateway Overlay District** amendment will provide standards for the area designated in the City of Romulus Master Plan as "Southern Gateway", located between Eureka and Pennsylvania on both sides of I-275 to Wayne Road. Design standards for high quality architecture, landscaping and screening along with requirements for truck traffic are included.

The **AP, Airport District** list of permitted uses currently does not allow drive-thru restaurants and the proposed amendment would permit them as special land uses.

The Planning Commission held a public hearing on the amendments on January 18, 2023 and recommended approval to the City Council. Please find attached the following:

- ARTICLE 7, BUSINESS DISTRICTS, *Section 7.06* and to ARTICLE 8, INDUSTRIAL DISTICTS, *Section 8.04(b)(9)*, *Southern Gateway Overlay District* draft text amendment
- City of Romulus Master Plan – Southern Gateway
- ARTICLE 9, AIRPORT DISTRICT, Table 9.02, *Schedule of Uses* draft text amendment
- Planning Commission draft minutes from the January 18, 2023 meeting;

City Planning Consultant Brad Strader from MKSK will be presenting the proposed amendments. We look forward to discussing these with you at the study session on February 6, 2023.

RECOMMENDATION

If the City Council determines that action on the proposed amendments for the Southern Gateway Overlay District and the Airport District are warranted, the following motion should be considered:

*To **approve the first reading** of the following text amendments to the Zoning Ordinance: TA-2022-002; Southern Gateway Overlay District and TA-2022-003; Article 9, Airport District, Section 9.02, Schedule of Uses.*

Should you have any questions, or desire additional information, please do not hesitate to contact the Planning Department at 734-955-4530.

ORDINANCE 2023-___
CITY OF ROMULUS
APPENDIX A – ZONING
Amendment 1.___

AN ORDINANCE AMENDING ARTICLE 9, AIRPORT DISTRICT, TO AMEND SECTION 9.02, SCHEUDLE OF USES, TABLE 9.02 OF THE ZONING ORDINANCE FOR THE CITY OF ROMULUS.

THE CITY OF ROMULUS ORDAINS:

SECTION 1. Article 9, Airport District, Section 9.02 Table 9.02, Schedule of Uses to add the following:

Section 9.02 Schedule of Uses

(a) No building or land shall be used and no building shall be erected except for one (1) or more of the following specified uses, unless otherwise provided for in this Ordinance. Land and/or buildings in the districts indicated at the top of Table 9.02 may be used for the purposes denoted by the following abbreviations:

P: **Permitted Use:** Land and/or buildings in this district may be used for the purposes listed by right.

SLU: **Special Land Use:** The use may be permitted by obtaining Special Land Use approval when all applicable standards cited in Article 18 and Specific Standards of Section 9.04 are met.

"Other Requirements" indicates additional requirements or conditions applicable to the use. In addition the standards of Part III may also be applicable, in particular Article 13 General Site Development Requirements, Article 14 Off-Street Parking, Loading, Access and Circulation Requirements, and Article 17 Site Plan Review Requirements and Procedures.

Table 9.02 Schedule of Uses		
Use	**AP**	**Other Requirements**
Institutional and Educational		
Law enforcement facilities, customs, homeland security and emergency services including fire stations and medical care units	P	
Municipal buildings and uses	P	
Human Care and Medical		
Child day care centers, nursery schools and day nurseries (more than 12 children less than 24 hours per day)	P	11.03(c)
Medical or dental clinics	P	

Table 9.02 Schedule of Uses		
Use	**AP**	**Other Requirements**
Medical, optical and pharmaceutical laboratories	P	
Retail		
Retail and service business located at or within the airport intended to serve airport travelers	P	
Services		
Hotel, motel, bed and breakfast inns	P	
Restaurants and Bars		
Carryout restaurants	P	
Restaurants, taverns, brewpubs, and microbreweries	P	
Drive-thru restaurants	SLU	11.06(a)
Vehicle Repair, Service and Parking		
Cell phone commuter lots for airport pickup	P	
Long-term parking facilities	P	14.05
Vehicle rental establishments	P	14.05
Vehicle service centers/fueling stations	SLU	11.07(f)
Vehicle wash, automatic, self serve or auto-detailing	SLU	11.07(g)
Office/Professional/Financial		
Office buildings	P	
Corporate headquarter offices, administrative, professional, and/or business offices of permitted principal uses, legal, engineering, surveying, accounting, architectural and similar professional offices	P	
Data processing and computer centers, including incidental service and maintenance of electronic data processing	P	
Design and educational facilities whose principal function is the research and development of new products and processes and technical training	P	
Financial establishments such as banks, credit unions, savings and loan associations	P	
Financial establishments with drive-through tellers	P	

<table>
<tr><th colspan="4">Table 9.02 Schedule of Uses</th></tr>
<tr><th colspan="2">Use</th><th>AP</th><th>Other Requirements</th></tr>
<tr><td colspan="2">Management and conference centers, convention facilities, corporate education and training facilities</td><td>P</td><td></td></tr>
<tr><td colspan="2">Planned office research parks</td><td>P</td><td></td></tr>
<tr><td colspan="2">Research, development, and testing facilities for technological, scientific and business establishments, including the development of prototypes</td><td>P</td><td></td></tr>
<tr><td colspan="2">Specialized or customized photographic or graphic design services</td><td>P</td><td></td></tr>
<tr><th colspan="4">Industrial Manufacturing</th></tr>
<tr><td colspan="2">Manufacture, assembling, compounding, fabrication or packaging of products from previously prepared materials such as: electronics, food goods, candy, pharmaceuticals, cosmetics, toiletries, musical instruments, optical goods, toys, electrical equipment, and appliances, pottery, hardware, cutlery and small automobile parts, including tool and dye machine shops - Up to 80,000 sq. ft. GFA</td><td>P</td><td></td></tr>
<tr><td colspan="2">Manufacture, assembling, compounding, fabrication or packaging of products - Over 80,000 sq. ft. GFA</td><td>SLU</td><td>11.10(a)</td></tr>
<tr><td colspan="2">Publishing and printing establishments</td><td>P</td><td></td></tr>
<tr><td colspan="2">Research, experimental or testing laboratories</td><td>P</td><td></td></tr>
<tr><th colspan="4">Transportation and Warehousing</th></tr>
<tr><td rowspan="2">Distribution facilities, air freight forwarders expediting and delivery services, and warehousing establishments providing storage for a single company - may include multiple warehouses in multi-tenant buildings</td><td>Up to 80,000 sq. ft. GFA</td><td>P</td><td rowspan="2">11.12(c)</td></tr>
<tr><td>Over 80,000 sq. ft. GFA</td><td>SLU</td></tr>
<tr><td colspan="2">Bus, railroad and transit terminals</td><td>P</td><td></td></tr>
<tr><td colspan="2">Taxi dispatching</td><td>P</td><td></td></tr>
<tr><th colspan="4">Utilities</th></tr>
<tr><td colspan="2">Utility distribution facilities such as water mains, sewer mains, electrical, gas, distribution lines, and associated structures that are designed to serve the immediate vicinity</td><td>P</td><td></td></tr>
<tr><td colspan="2">Utility buildings, substations, including pump stations and transformer substations that are necessary to serve the immediate vicinity</td><td>P</td><td>11.13(a)</td></tr>
<tr><th colspan="4">Airport</th></tr>
</table>

Table 9.02 Schedule of Uses		
Use	**AP**	**Other Requirements**
Airports, including aircraft landing areas, runways, taxiways, control towers, tie-down areas, aircraft hangars, aircraft fuel, and maintenance facilities, passenger terminals and similar airport related facilities, and structures	P	
Airport administrative offices and governmental offices	P	
Airport equipment storage yards	P	11.17(b)
Offices for airlines, airport contractors and airport-related uses	P	
Vocational and technical training schools for pilots, flight attendants, aircraft maintenance and other airline, and airport operations	P	
Accessory		
Accessory buildings and uses customarily incidental to any of the above permitted uses	P	
Accessory above ground storage tanks and silos ~~for on-site vehicles and equipment~~	P	11.17(a)
Accessory above ground fuel storage and dispensing tanks for on-site vehicles and equipment		
Accessory ~~minor~~ maintenance and repair of trucks and equipment used by the business where it is located	SLU	
Accessory outdoor storage of raw materials, supplies, equipment and products - Occupying an area not exceeding 25% of the floor area of the principal building	P	11.17(b)
Accessory parking, staging and storage of semi truck tractors or trailers - For a period not exceeding 24 hours	P	
Accessory parking, staging and storage of semi truck tractors or trailers - For a period exceeding 24 hours	SLU	11.17(b)

Notes:

(1) Where noted in Table 9.02, uses shall be requirement to meet the use regulations of Article

SECTION 2. Severability.

Should any word, sentence, phrase or any portion of this ordinance be held in any manner invalid by any court of competent jurisdiction or by any state agency having authority to do so for any reason whatsoever, such holdings shall be construed and limited to such words, sentence, phrase, or any portion of the ordinance held to be so invalid and shall not be construed as effecting the validity of any of the remaining words, sentences, phrases or portions of this ordinance.

SECTION 3. Conflicting Ordinances.

All prior existing ordinances adopted by the City of Romulus inconsistent or in conflict with the provisions of this ordinance are, to the extent of such conflict or inconsistency hereby expressly repealed.

SECTION 4. Effective Date.

This ordinance shall take effect upon publication thereof in an official newspaper, which publication shall be made when the minutes passing the ordinance are published subject to revocation at will of the City of Romulus at any time.

ADOPTED, APPROVED AND PASSED by the City Council of the City of Romulus this ___________ day of ____________, 2023.

_______ ____

ROBERT A. MCCRAIGHT, MAYOR

_______ ____

ELLEN L. CRAIG-BRAGG, CMC, City Clerk

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council of the City of Romulus at a regular Council Meeting held in the City Council Room in said City of the ______ day of _____________, 2023.

_______ ____

ELLEN L. CRAIG-BRAGG, CMC, City Clerk

I further certify that the foregoing was published in Associated/Journal Newspaper, a newspaper of general circulation in the City of Romulus, on the ______ day of _____________, 2023.

____

____

ELLEN L. CRAIG-BRAGG, CMC, City Clerk

Within forty-five- (45) days after publication of any ordinance duly passed by the Council, a petition may be presented to the Counsel protesting such ordinance continuing effect. Said petition shall contain the text of such ordinance and shall be signed by not less than six percent (6%) of the registered electors registered at the last preceding election which a Mayor of the City was elected. Said ordinance shall thereupon and thereby be suspended from operation and the Council shall immediately reconsider such ordinance.

Introduced: February 6, 2023
Adopted:
Published:
Effective:

6. Public Hearings

A. **TA-2022-002; Zoning Ordinance Text Amendment** for Article 7, Business Districts and Article 8, Industrial Districts to include overlay standard for the Southern Gateway

(Action required: Recommendation to City Council)

Planning Consultant Strader, MKSK, gave the background for this agenda item:

- The proposed Zoning Ordinance text amendment will create an overlay zoning district for the Southern Gateway. The area is south of Eureka, north of the southern City limit lines (Pennsylvania Road), and is on both sides of I-275 and Wahrman Road, with Wayne Road forming the eastern boundary.
- The area has been targeted for airport-related technology, research and general industrial, with some commercial uses along Eureka. The overlay is being proposed to help enhance views and ensure that the targeted uses for the area are aligned with Master Plan goals.
- The area contains gas stations, the new Kroger distribution center and other industrial buildings along Wahrman Road.
- The City was looking at this area in tandem with Huron Township to the south; there was a desire for consistent standards for high quality development on either side of Pennsylvania Road.
- The overlay district would include additional architectural standards for buildings along with enhanced views from City streets as well as from I-275; I-275 can provide an attractive front door to the City. Signage might include a frontage sign as well as a sign along I-275.
- Another new standard would include an analysis of truck traffic as part of a traffic impact study for any use that will generate either 50 daily or 10 or more truck trips in a peak hour. If that threshold is met, the use becomes a special land use, and there would be further consideration in terms of design and how the trucks are routed and monitored, to ensure that the truck traffic goes to and from the I-275 interchange, and not through residential neighborhoods.
- While not part of the overlay district, Wayne County is looking at constructing a bridge on Pennsylvania Road so that trains will not stop traffic. This would change Pennsylvania from a Class B to a Class A road.
- The overlay standards would apply to redevelopment as well as new development.
- If a business will have greater setbacks from I-275 along with additional landscaping to screen the views, they would not have to fully comply with the architectural standards.
- Sidewalks and pathways will be required. Landscaping requirements will be increased.
- There would be two sets of standards:
  1. I-275 frontage standards, creating a front door to the City in the area.
  2. Dock doors would need to be in side yards, only facing I-275 if they are screened and set back at least 150 feet, and not facing Wahrman at all.
- To summarize, the Southern Gateway Overlay District would focus on traffic, truck traffic, architecture, views from I-275, and landscaping.

Noting that there was on file an affidavit of first class mailing, Chair Freitag opened the public hearing. While there were approximately 10 residents and property owners in the audience, no public indicated they wished to speak so Chair Freitag closed the public hearing and brought the matter back to the Commission.

Commission discussion included:

- Currently the roads would not support significant development in this area.
- The permitted uses for the area would not change. With applications coming in for this area, it was important to make provisions for a detailed traffic study, to correct truck routing, and to make sure truck-bearing roads are built to class A standards.
- Outdoor storage might be allowed on properties next to I-275, but it would have to be screened. Renderings would be required of proposed developments.
- Screening and design standards would have similarities to the Vining Road Overlay District.
- There would be a learning curve as developers learned the requirements of the new overlay district.
- The Southern Gateway Overlay District was fairly straightforward in that it focused on landscaping, building design, truck impacts, and storage.

MOTION by McAnally, support by Talon-Jemison, to recommend to City Council Approval of **TA-2022-002; Zoning Ordinance Text Amendment** for Article 7, Business Districts and Article 8, Industrial Districts to include overlay standard for the Southern Gateway.

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

B. **TA-2022-003; Zoning Ordinance Text Amendment** for Section 9.02, Schedule of Uses to add drive- through restaurants as a special land use to the Airport District

(Action required: Recommendation to City Council)

Referencing her January 12, 2023 memorandum, City Planner Maise gave the background for this agenda item. A site plan has been submitted for a gas station; convenience store with a Tim Horton's drive-through; oil change; car wash; and EV (electric vehicle) charging station for airport rental cars on Wayne County Airport Authority property on the west side of Middlebelt Road.

Table 9.02, Schedule of Uses in the Airport District does not include drive-through restaurants. This standard was likely due to potential negative impact on traffic on Middlebelt Road. Also, at the last time Table 9.02 was adopted, the City had wanted to concentrate its gas stations and fast food restaurants in other parts of the City.

Commission members asked about tax implications for this type of development in the Airport District. Was the property taxable for the City if the Wayne County Airport Authority is the landlord? City Planner Maise believed that it was taxable but will be following-up with the City Assessor to confirm.

Noting that there was on file an affidavit of first class mailing, Chair Freitag opened the public hearing. As no public indicated they wished to speak, Chair Freitag closed the public hearing and brought the matter back to the Commission.

MOTION by McAnally, support by Glotfelty, to recommend to City Council **TA-2022-003; Zoning Ordinance Text Amendment** for Section 9.02, Schedule of Uses to add drive- through restaurants as a special land use to the Airport District.

Roll call vote: Ayes – McAnally, Glotfelty, Roscoe, Talon-Jemison, Gbogboade, Crova, Freitag. Nays – Long, Frederick. **Motion carried 7-2.**

7. Old Business

8. New Business

A. 2022 Planning Commission End of Year Report

City Planner Maise thanked Department Secretary Kayla Hubbard for her work on the Planning Commission End of Year Report. Planner Maise noted that reoccupancies were down somewhat, but activity within the Planning Department remained strong.

MOTION by McAnally, support by Talon-Jemison, that the Planning Commission accept the Planning Commission End of Year Report as written and recommend that the Report be submitted to the Mayor and City Council.

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

9. PC – Cases Involving Advice or Input from the Planning Commission

A. Project Introduction - RZ-2021-001/SLU-2021-002/SPR-2021-006; Wayne Road Gas Station

Applicant:	Ghassan Khalaf, GK Consulting Inc.
Request:	Rezoning/Special Land Use/Site Plan Review
Location:	7099 Wayne Road (DP# 80-020-99-0063-700)
Project:	Addition of gas station with diesel pumps and drive-through restaurant to liquor store retail center

(Action required: No official action; Planning Commission feedback requested by applicant)

City Planner Maise introduced this agenda item. This potential development had come to the Planning Department about 2 years ago, and since then significant discussions had been held with the applicant, city staff, and consultants.

The applicants were including diesel and truck fueling with this application, which involved a change of use. Traffic and circulation were outstanding issues. Tonight the applicants were seeking input from the Planning Commission.

Ghassan Khalaf, GK Consulting, was present representing this request for discussion relative to a potential request for rezoning/special land use/site plan review for 7099 Wayne Road. Developer Issam Ghazdi, Dearborn Heights, was also present.

The applicants made the following points:

City of Romulus

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

Council Meeting Held: **February 6, 2023**

Item No. C.

General Description: **FOR YOUR INFORMATION:** 2022 Planning Commission Year-End Report

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Resolution No. ___________________

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

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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 **Planning Commission**

2022 Annual Report

The Planning Commission of the City of Romulus is governed by the Michigan Planning Enabling Act P.A. 33 of 2008, as amended and Chapter 42 of the Romulus Code of Ordinances.

The Planning Enabling Act requires that the Planning Commission provide an annual report to the City Council as the legislative body of the City. This report discusses Planning Commission membership and staffing; operations during the past year; the status of on-going planning activities; and future projects.

PLANNING COMMISSION MEMBERSHIP

In 2022 the Planning Commission membership was as follows:

Member	Designation	Term	
Cathy M. Freitag, Chairperson	Public Health	1-31-25	(Res#22-019)
Daniel McAnally, Vice Chairperson	Education	1-31-26	(Res#22-312)
Celeste Roscoe, Liaison to City Council	Government	CC Term	(Res#21-328)
James Crova, Commissioner	Aviation	1-31-26	(Res#22-312)
Mike Glotfelty, Commissioner	Agriculture	1-31-24	(Res#21-004)
Jerry Frederick, Commissioner	Industry & Commerce	1-31-24	(Res#21-004)
Edna Talon-Jemison, Commissioner	Natural Resources	1-31-24	(Res#21-004)
Adewunmi Gbogboade, Commissioner	Transportation	1-31-24	(Res#21-004)
Emery Long, Commissioner	Recreation	1-31-24	(Res#21-004)

PLANNING DEPARTMENT STAFFING

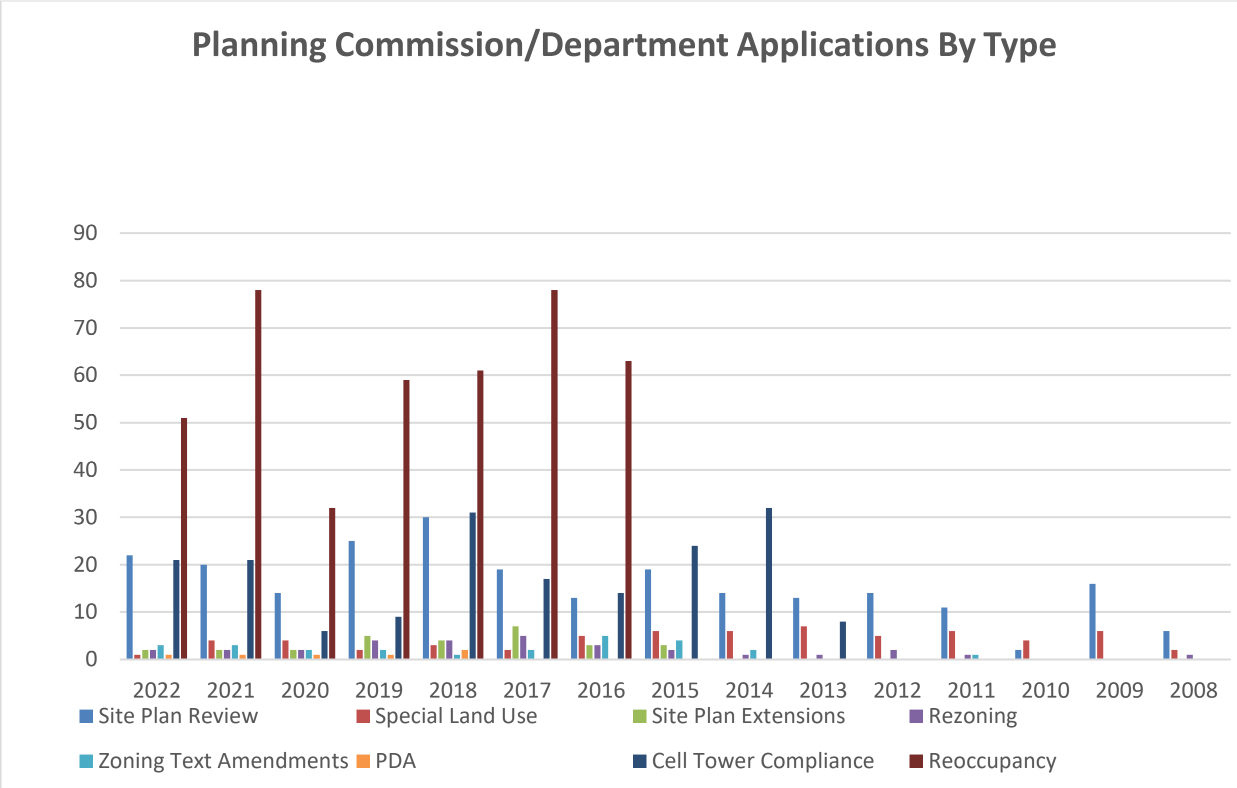
In 2022, the Planning Commission was staffed by the Planning Department, comprised of Carol Maise, City Planner and Kayla Hubbard, Senior Secretary. When needed, the Planning Department utilized the consulting services of MKSK Studio for planning and zoning, and traffic assistance. MKSK (Brad Strader and Anne Marie Kirby) assisted on rezoning, special land use, and site plan reviews, and zoning interpretations. The department also utilized The SmithGroup (Kathleen Duffy), who updated the formatting of the web-based, interactive Zoning Ordinance. OHM, Engineering Advisors (Jessica Katers and Lindsey Hakala), the City's consulting engineers, performed engineering, traffic, architectural, lighting and landscape reviews on development proposals. Ritter GIS, Inc. updated the City's Zoning Map and prepares other maps as requested. All of OHM's and MKSK's fees associated with development review were covered by developer review fees.

PLANNING COMMISSION ACTIVITY

The Planning Commission met 6 times during 2022 to review site plans, special land uses, conditional rezoning, extensions and waivers; and to discuss zoning ordinance amendments. They held 3 public hearings, Romulus Development LLC fka Salvation Army, Fairways at Gateway PDA and text amendments for Articles 3 – 6, *Residential and CBD Districts*; Article 7, *Business Districts*; Article 8, *Industrial Districts*; Article 11, *Use Standards*; and Article 24, D*efinitions*. Despite the continued impacts of the COVID-19 pandemic, development activity with associated applications ready for Planning Commission review was steady while development inquires and administrative reviews increased. Reoccupancy applications for the reuse of existing buildings declined, making overall development applications decrease from 2021 levels.

Planning Commission/Department Applications By Type

Year	**2022**	**2021**	**2020**	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**	**2010**	**2009**	**2008**
Site Plan Review	22	20	14	25	30	19	13	19	14	13	14	11	2	16	6
Special Land Use	1	4	4	2	3	2	5	6	6	7	5	6	4	6	2
Site Plan Extensions	2	2	2	5	4	7	3	3							
Zoning Map Amendment (Rezoning)	2	2	2	4	4	5	3	2	1	1	2	1			1
Zoning Text Amendment	3	3	2	2	1	2	5	4	2			1			
Residential Plats/Site Condo/PDAs	1	1	1	1	2										
Cell Tower Compliance Reports	21	21	6	9	31	17	14	24	32	8					
Reoccupancy/Zoning	51	78	32	59	61	78	63								
Total Applications	**103**	**131**	**63**	**107**	**136**	**130**	**106**	**58**	**55**	**29**	**42**	**23**	**0**	**22**	**9**



2022 Planning Department Submittals	
Project Number and Name	**Review Status**
RZ-2022-001/SPR-2022-010; Wayne Luxe Estate Townhomes	Revised Site Plan Review
RZ-2022-002; Romulus Development LLC fka Salvation Army	Rezoning Conditionally Approved
SLU-2022-001/SPR-2022-007; SoZo Granny's Daycare	Withdrawn
SPR-2022-001; Global Truck Repair	Revised Site Plan Review
SPR-2022-002; RGL Expansion	Site Plan Conditionally Approved
SPR-2022-003; NorthPoint Condo	Part of Site Plan Approval
SPR-2022-004; DISH 11127 Wayne Road Suite #400	ARC/Sketch Plan Approved
SPR-2022-005; RCP Building A & B	Site Plan Conditionally Approved
SPR-2022-006; Legacy Learning Center	ARC/Sketch Plan Approved
SPR-2022-008; Jason Zambeck Car Rental	Revised Site Plan Review
SPR-2022-009; PMG SealMaster Parking Lot	Revised Site Plan Review
SPR-2022-011; STI Parking Lot Expansion	Site Plan Conditionally Approved
SPR-2022-012; Jay Kay Industrial	Site Plan Conditionally Approved
SPR-2022-013 and 014; Fairways at Gateway PDA Condo	Part of PDA Approval
SPR-2022-015; Millennium Technologies – Storage Building	Site Plan Conditionally Approved
SPR-2022-016; Kroger Bus Access	Revised Site Plan Review
SPR-2022-017; Romulus Self Storage	Revised Site Plan Review
SPR-2022-018; Express Auto Repair	Revised Site Plan Review
SPR-2022-019; Romulus Wayne Tire and Oil Change	Site Plan Conditionally Approved/RR

2022 Planning Department Submittals	
Project Number and Name	**Review Status**
RZ-2022-001/SPR-2022-010; Wayne Luxe Estate Townhomes	Revised Site Plan Review
RZ-2022-002; Romulus Development LLC fka Salvation Army	Rezoning Conditionally Approved
SLU-2022-001/SPR-2022-007; SoZo Granny's Daycare	Withdrawn
SPR-2022-001; Global Truck Repair	Revised Site Plan Review
SPR-2022-002; RGL Expansion	Site Plan Conditionally Approved
SPR-2022-003; NorthPoint Condo	Part of Site Plan Approval
SPR-2022-004; DISH 11127 Wayne Road Suite #400	ARC/Sketch Plan Approved
SPR-2022-005; RCP Building A & B	Site Plan Conditionally Approved
SPR-2022-020; DTE Remote Control Valve	Revised Site Plan Review
SPR-2022-021; Ashley Capital	Pre-Application
SPR-2022-022; The Convenient Spot	Incomplete submittal
SPR-2022-023; Nashat Yaldo – Parking Lot Expansion	Revised Site Plan Review
SPR-2022-024; Xtra Lease Parking Lot Expansion	Site Plan Conditionally Approved/RR
SPR-2022-025; AMC Logistics	Revised Site Plan Review
SPR-2022-026; Charger Logistics	Pre-Application
SPR-2022-027; Pritula Properties	Pre-Application
SPR-2022-028; Great Lakes Logistics	Revised Site Plan Review
SPR-2022-029; Scotty's Potties	Revised Site Plan review
SPR-2022-030; RSS Trailer Leasing	Site Plan Review
SPR-2022-031; ALI Collision Shop	Pre-Application
SPR-2022-032; Amazon DTW-1 Security Improvements	Revised Site Plan review
SPR-2022-033; West Properties	Pre-Application
SPR-2022-034; Seven Hundred Auto, LLC	Pre-Application
SPR-2022-035; Sheraton Hotel Park & Fly Security	Site Plan Conditionally Approved
SPR-2022-036; Safeway Oil Service Center	Site Plan Review

ON-GOING PLANNING ACTIVITY

The Planning Commission and Planning Department were involved in the following activities during 2022:

Redevelopment Ready Certification. The Planning Department is proud to have been part of the City's becoming certified as a Redevelopment Ready Community! We will continue to work with Economic Development in 2023 to continue to implement redevelopment ready strategies to maintain certification status.

Zoning Ordinance Text Amendments. The Planning Commission approved amendments for Articles 3 – 6, ***Residential and CBD Districts***; Article 7, ***Business Districts***; Article 8, ***Industrial***

Districts; Article 11, ***Use Standards***; and Article 24, ***Definitions*** to better align with the Master Plan in regard to multiple family housing.

Reoccupancy and Zoning Compliance Reviews. The Planning Department processed 51 applications for the reoccupancy of nonresidential buildings in 2022. Use determination and zoning compliance are reviewed which can result in site plan amendments, some of which were reviewed by the Planning Commission in 2022.

Enforcement Initiatives. The Planning Department continued to assist the Building and Safety Department with the enforcement of the Zoning Ordinance utilizing BS&A, Building.Net software. Several unauthorized occupancies are now seeking site plan and reoccupancy approval to continue operating in the City.

BS&A/PZE Module. The Planning Department better utilized the City's software system for electronic data storage and project management. This allows for improved efficiency and better communication with other City departments. Updates to the planning and building process steps were added and input of Planning Department files have been part of the system utilization.

Inter-Department Activity. The Planning Department assisted the Clerk's Office in the reviews of liquor licenses, business registrations and kennel licenses; the Assessor's Office with land divisions and address changes; and the Building Department with signs, re-occupancies, woodlands and cell tower reviews; the Mayor's Office with special projects and resident complaints; the Ordinance Department with enforcement; and the DDA with development proposals, use determinations and ordinance interpretation.

City Website. Planning Department staff continues the updating of Planning Department applications and development activity on the City's website.

FUTURE PROJECTS

Some of the major projects that will be completed, continued or initiated in 2023 include:

Zoning Ordinance Update. The 2019 update of the Master Plan of Land Use has resulted in ongoing amendments needed to the Zoning Ordinance. In addition to other minor modifications, reformatting, and codification, the current 2017 Zoning Ordinance has areas that due to changing economic conditions need review and updating. In response to MEDC (Michigan Economic Development Corporation) Redevelopment Ready Best Practices, sections of the ordinance will be amended to better accommodate the reuse of vacant and underutilized buildings and sites and more variety in housing types. Use standards need to be analyzed to provide more flexibility and reasonableness and updates based on recent legislation will also need to be included.

Non-motorized Plan. As identified as a top priority in the Master Plan of Land Use, a non-motorized plan that coordinates with Wayne County, MDOT and adjacent communities' regional pathway plans was approved in 2021. As part of this process, use of the City's payment-in-lieu of construction of sidewalks fund will be analyzed and project areas prioritized. During 2021, $23,337.20 was collected as part of three development projects (M&M Express Trucking, Penske Truck Center and Play-off Sports Grill) where monies were placed in this fund in lieu of construction of sidewalks. Local and state funding to complete planned sidewalk improvement projects will also be pursued.

Ordinance Updates. In addition to the Zoning Ordinance, updates to the Sign Ordinance, Parking Ordinance, and Woodlands Ordinance will be considered and coordinated with the Building and Safety and Ordinance Departments and Clerk's Office.

GIS/Zoning. With the BS&A software update, the Planning Department will continue to work with Ritter GIS and the City Assessor to add the zoning, master plan and existing land use layer to the City's GIS system and to update the associated maps.

ACTION

The Planning Commission received this report at its January 18, 2023 meeting. A motion was made by McAnally and supported by Talon-Jemison to accept the report as written and recommend that the report be submitted to the Mayor and City Council. The motion was carried.

City of Romulus

Treasurer's Report

Council Meeting Held: **February 6, 2023**

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: **February 6, 2023**

Item No. 8.

General Description: ____

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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: **February 6, 2023**

Item No. 9.

General Description: ____

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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: **February 6, 2023**
Item No. 10.

General Description: ____

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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

Communication

Council Meeting Held: **February 6, 2023**
Item No. 11

Councilperson Abdo: ______________________________

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Councilperson Barden: ______________________________

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Councilperson Roscoe: ______________________________

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Councilperson Talley: ______________________________

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Councilperson Wadsworth: ______________________________

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Councilperson Webb: ______________________________

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Councilperson Williams: ______________________________

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City of Romulus

Adjournment

Council Meeting Held: **February 6, 2023**

Item No. 12

General Description: ______________________________

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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