



**CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
December 4, 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, November 27, 2023, at 7:30 p.m.
 - B. There were no special meeting(s) held on Monday, November 27, 2023.**
- 3. Petitioner**
- 4. Chairperson's Report, John Barden, Mayor Pro-Tem**
 - A. Approval of the Chairperson's Report
- 5. Mayor's Report – Robert A. McCraight, Mayor**
 - A. DDA Board Re-Appointments
 - B. GEM Services Agreement for HVAC
 - C. Piggyback on MiDeal Contract and Rochester Hills Cooperative Contract for the Purchase of One Freightliner Conventional Chassis Truck and Dump Body
- 6. Clerk's Report – Ellen L. Craig-Bragg, Clerk**
 - A. Second Reading and Final Adoption of Budget Amendment 23/24-9
 - B. Second Reading and Final Adoption of Budget Amendment 23/24-10
 - C. Reappointment to the Romulus Board of Review
- 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: **December 4, 2023**

Item No. A.

General Description: Approval of Agenda

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Minutes

Council Meeting Held: **December 4, 2023**

Item No. A.

General Description: Approval of Minutes from the Regular Meeting held on Monday, November 27, 2023, at 7:30 p.m.

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MINUTES OF THE REGULAR ROMULUS CITY COUNCIL MEETING

November 27, 2023

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

Pledge of Allegiance

Roll Call

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

Present: Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth

Absent / Excused: Eva Webb, Virginia Williams

Administrative Officials in Attendance:

Robert McCraight, Mayor

Stacy Paige, Treasurer

Administrative Staff in Attendance:

D'Sjonaun Hockenhull - Deputy Clerk; Julie Wojtylko - Chief of Staff; Stephen Hitchcock - City Attorney;

Jerome Frayer - DDA Director; Colleen Dumas - Recreation Director

1. Agenda

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

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth

Nays - None

Motion Carried Unanimously.

2. Minutes

- A. **Res. #23-298** Moved by **William Wadsworth**, seconded by **Tina Talley** to approve the Minutes from the Regular Meeting held on November 13, 2023, at 7:30 p.m.

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth

Nays - None

Motion Carried Unanimously.

- B. **There were no special meeting(s) held on Monday, November 13, 2023.**

3. Petitioner - None

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

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

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth

Nays - None

Motion Carried Unanimously.

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

Mayor McCraight provided updates on road construction projects in the city.

- A. **Res. #23-299** Moved by **Celeste Roscoe**, seconded by **William Wadsworth** to concur with the Administration and authorize the Mayor and Clerk to enter into the Agreement for Consulting Services with Carlisle Wortman Association, Inc., to assist with supporting planning, zoning, and building.

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth

Nays - None

Motion Carried Unanimously.

- B. Res. #23-300** Moved by **William Wadsworth**, seconded by **Kathy Abdo** to concur with the Administration and consent to piggyback on GSA contract GL-07F-173CA for the purchase of a security door access system and cameras for video conferencing setup from Actron Security Alarm Systems, Inc. in the amount of \$95,364.49.

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth
Nays - None

Motion Carried Unanimously.

- C. Res. #23-301** Moved by **Tina Talley**, seconded by **Celeste Roscoe** to concur with the Administration and introduce budget amendment 23/24-9 for additional funding needed for two (2) part-time staff members for the Recreation Department through FY24.

<u>FUND/DEPT. ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT BUDGET</u>	<u>AMENDMENT</u>	<u>AMENDED BUDGET</u>
101 Recreation				
<u>Fund Balance</u> 101-000-390.000	Fund Balance	\$10,030,739.00	\$22,606.00	\$10,008,133.00
<u>Expense</u> 101-751-703.000	Part-Time wages	\$-	\$22,606.00	\$22,606.00

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth
Nays - None

Motion Carried Unanimously.

- D. Res. #23-302** Moved by **Tina Talley**, seconded by **Celeste Roscoe** to concur with the Administration and introduce budget amendment 23/24-10 for additional funding needed for one (1) part-time IT staff member through FY24.

<u>FUND/DEPT. ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT BUDGET</u>	<u>AMENDMENT</u>	<u>AMENDED BUDGET</u>
664 Tech. Serv.				
<u>Fund Balance</u> 664-000-395.000	Retained Earnings	\$340,116.00	\$19,200.00	\$320,916.00
<u>Expense</u> 664-000-703.000	Part-Time wages	\$-	\$19,200.00	\$19,200.00

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth
Nays - None

Motion Carried Unanimously.

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

- A. Res. #23-303** Moved by **Celeste Roscoe**, seconded by **Kathy Abdo** to approve the Study Session Request for Monday, December 4, 2023, at 6:45 p.m. to discuss the Quarterly Investment Report.

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth
Nays - None

Motion Carried Unanimously.

7. Boards & Commissions Report

- A. Local Officers Compensation Commission Report/Determination**
No action is necessary unless the determination by the commission is rejected by 2/3 vote of the Council-elect (MCL 117.5c(c))
No action was taken by the Council.

8. Treasurer's Report – Stacy Paige, Treasurer

Treasurer Paige reminded residents that winter tax bills will be delivered to the residents' mailboxes by December 1st and are due on February 14th. She encouraged residents to contact her office with any questions.

9. Public Comment

A resident addressed the City Council regarding the truck traffic on Wick Road.
A resident addressed the City Council regarding the Ashley Capital Development between Wick Road and Ecorse Road.

10. Unfinished Business

The Mayor addressed concerns raised by residents under the public comment portion of the agenda.

11. New Business

Councilperson Wadsworth asked the city attorney and administration to look into the lack of payment from the 34th District Court into the retiree healthcare fund.

12. Warrant

- A. Res. #23-304** Moved by **Kathy Abdo**, seconded by **Tina Talley** to approve Warrant #: 23-22 for checks presented in the amount of \$931,620.96.

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth
Nays - None

Motion Carried Unanimously.

13. Communication

Councilperson Abdo commented on upcoming community events.
Councilperson Talley commented on previous community events.
Councilperson Wadsworth encouraged listeners to consider the Animal Shelter if they want to gift an animal to someone for the holiday.
Councilperson Barden informed the listening audience that Helping Hands are looking for donations of toys and ham for the holiday season.
Mayor McCraight commented on a previous community event and the community newsletter.

14. Adjournment

Moved by **William Wadsworth**, seconded by **Tina Talley** to adjourn the meeting at 8:19 p.m.

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth
Nays - None

Motion Carried Unanimously.

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the regular meeting of the Romulus City Council held on November 27, 2023.



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



City of Romulus

Petitioner

Council Meeting Held:

December 4, 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

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: **December 4, 2023**

Item No. **A.**

General Description: Approval of the Chairperson's Report

Resolution No. _____

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

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

**MOTION CARRIED
UNANIMOUSLY**

MOTION CARRIED

MOTION FAILED



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **December 4, 2023**

Item No. A.

General Description: DDA Board Re-Appointments

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: DDA Board Re-appointments
DATE: 11/30/2023

I am hereby requesting approval to reappoint the following to the Downtown Development Authority:

Keith Johnston with a term to expire on July 31, 2027

Craig Greca with a term to expire on August 26, 2027

Arianna LeSure with a term to expire on August 26, 2027

Three motions required:

Motion by _____ supported by _____, to concur with the administration and approve the reappointment of Keith Johnston to the Downtown Development Authority with a term to expire on July 31, 2027.

Motion by _____ supported by _____, to concur with the administration and approve the reappointment of Craig Greca to the Downtown Development Authority with a term to expire on August 26, 2027.

Motion by _____ supported by _____, to concur with the administration and approve the reappointment of Arianna LeSure to the Downtown Development Authority with a term to expire on August 26, 2027.

INTER-OFFICE MEMORANDUM

DATE: November 14, 2023

TO: Mayor Robert A. McCraight

FROM: Jerry Frayer, DDA Director and Economic Development Liaison

SUBJECT: **DDA Board Re-Appointments**

The DDA Board Members listed below have requested to be re-appointed to the Board. Re-appointments will expire four years from the expired terms on the month and date stated in the year 2027.

Keith Johnston July 31, 2027, Craig Greca August 26, 2027, and Arianna LeSure August 26, 2027

Should you concur, I respectfully request the re-appointments be presented to City Council for approval.

cb

Y:\DDA\Appointments-terms\re-appt letters\Memo to Mayor regarding Board re- appointment 11 23.docx

November 8, 2023

Mayor Robert McCraight
City of Romulus
11111 Wayne Rd.
Romulus, MI 48174

Re: Downtown Development Authority Board

Dear Mayor McCraight:

Please accept this as my official letter of interest and request to be re-appointed to the City of Romulus Downtown Development Authority. It would be my honor to serve the community on this board.

Sincerely,

A handwritten signature in blue ink, appearing to read "Keith Johnston", followed by a long horizontal flourish.

Keith Johnston
11334 Hunt Street
Romulus, MI 48174

November 8, 2023

Mayor Robert McCraight
City of Romulus
11111 Wayne Rd.
Romulus, MI 48174

Re: Downtown Development Authority Board

Dear Mayor McCraight:

Please accept this as my official letter of interest and request to be re-appointed to the City of Romulus Downtown Development Authority. It would be my honor to serve the community on this board.

Sincerely,



Craig Greca
36547 Goddard Road
Romulus, MI 48174

November 8, 2023

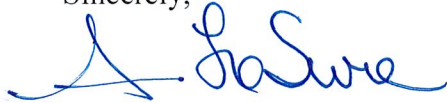
Mayor Robert McCraight
City of Romulus
11111 Wayne Rd.
Romulus, MI 48174

Re: Downtown Development Authority Board

Dear Mayor McCraight:

Please accept this as my official letter of interest and request to be re-appointed to the City of Romulus Downtown Development Authority. It would be my honor to serve the community on this board.

Sincerely,

A handwritten signature in blue ink, appearing to read "A. LeSure", with a stylized flourish at the end.

Arianna LeSure
11189 Shook Road
Romulus, MI 48174



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: December 4, 2023

Item No. B.

General Description:

GEM Services Agreement for HVAC

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: GEM Services Agreement for HVAC
DATE: November 29, 2023

I concur with the recommendation of Roberto Scappaticci, DPW Director and legal counsel and respectfully request City Council authorize the Mayor and Clerk to enter into the attached contract with GEM Industrial, Inc. for 463 hours of preventative maintenance for filters and belts for all City facilities (excluding the RAC under separate contract), 96 hours of trouble shooting software, hardware needs as required, and \$2,500.00 material allowance to address nuisance repairs to eliminate call back charges at a total price of \$96,100.00.

Maria Farris, Finance Director, has verified funds for this acquisition have been budgeted for and are available in the accounts #101-265-932.000, 101-441-932.000, 101-430-932.000, 101-752-932.000, 205-301-932.000, 205-336-932.000, and 271-790-932.000.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to enter into the attached contract with GEM Industrial, Inc. for 463 hours of preventative maintenance for filters and belts for all City facilities (excluding the RAC under separate contract), 96 hours of trouble shooting software, hardware needs as required, and \$2,500.00 material allowance to address nuisance repairs to eliminate call back charges at a total price of \$96,100.00.

Interoffice Memorandum

TO: Mayor Robert McCraight

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

CC: Don Straub, Assistant Director of Public Works

DATE: November 29th, 2023

SUBJECT: GEM Services Agreement for HVAC

Dear Mayor,

Per our conversations regarding the performance of our current HVAC contractor, the DPW would like to request the approval of the following services contract with GEM Services. The current contractor, Campbell Mechanical, has voluntarily denied service to the City without any prior notification from the City to terminate any agreement. This has left the City no other choice but to move forward with another vendor.

The attached agreement provides the following services:

- 463 hours of preventative maintenance for filters and belts in all City facilities.
- 96 hours of trouble shooting software, hardware needs as required.
- \$2500.00 material allowance to address nuisance repairs to eliminate call back charges.

The total price for these services is **\$96,100.00** per year. This is a substantial savings from the current contract the City holds with Campbell. The City Attorney has drafted this agreement and it has been approved by both the DPW, and GEM Services. At this time we are requesting the mayor to present this to city council for approval.

Funding for this project has been secured in the following accounts: 101-265-932.000, 101-441-932.000.
In FY 23/24

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

Sincerely,



Roberto J. Scappaticci, Director of Public Works

y:\admin documents\hvac\2023 hvac start over\recommendation_memo_dpw.docx

HVAC MAINTENANCE CONTRACT

THIS CONTRACT is made and entered into on November 28, 2023, by and between GEM Industrial Inc., ("GEM"), an Ohio Corporation, whose address is 6842 Commodore Drive, Walbridge, Ohio 43465 and the City of Romulus a Municipal Corporation (the "Customer" or "City"), whose address is 11111 S. Wayne Road, Romulus, Michigan 48174.

Work to be performed out of GEM's Michigan office located at 47461 Clipper Street, Plymouth, Michigan 48170.

WHEREAS GEM is a company engaged in the business of servicing and maintaining Commercial HVAC mechanical systems and is willing to provide such services to Customer as per the terms herein.

WHEREAS Customer desires to have GEM provide preventative maintenance for all HVAC equipment of Customer in all buildings owned or operated by Customer ("Properties").

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows.

1. Maintenance Services.

GEM shall provide the described preventative maintenance ("Maintenance Program") located in Customer's Properties as set forth in Exhibit A and service when needed the equipment (the "Equipment") located in Customer's Properties and to keep the Equipment in good working order. GEM shall provide the scheduled preventative maintenance during regular business hours with the schedule to be based on the specific needs of the Equipment as set forth by the Customer and equipment manufacturers recommendations. In addition, GEM shall provide unscheduled remedial maintenance ("on call service") as and when needed twenty-four hours, seven days a week (24/7).

2. Excluded Services

Unless authorized in writing by the Customer, GEM shall not be required to provide any other services not described in this contract unless authorized by the Customer, and if GEM agrees to perform them, an additional reasonable charge will be made for the service.

3. Trained Employees

Trained personnel directly employed and supervised by GEM will perform all services required by the terms of this Contract. GEM agrees that each of its employees will be properly qualified and will use reasonable care in the performance of his or her duties.

4. Working Hours

- (a) The services required of GEM under this Contract, including emergency service, which shall be performed during the regular working hours of its regular working days, consisting of Monday through Friday, 8:00 a.m. to 4:00 p.m. except as provided in (b) below. Customer shall be charged \$125.00 per hour for work performed during regular working hours (labor rates are subject to change).

- (b) If the Customer requests that GEM perform any of its services at times other than during its regular working hours, then for the services performed outside the regular working hours (“overtime hours”), the Customer shall be charged \$187.50.00 per hour beyond the days and time set forth above and \$250.00 for double-time Sunday and holiday days as adjusted periodically to compensate for changes in the cost of labor. (Except for preventative maintenance which is exclusively covered by paragraph 5.)

5. Contract Price

- (a) The Customer shall pay GEM at the affixed price for the 1st year of \$96,100.00 for the performance of the Maintenance Program payable 1/4 per quarter in advance by City Properties.
- (b) Under the terms of this contract, the Contractor shall supply Time and Material Repair Invoices. The Time and Material Repairs shall be provided at the following terms:
 - a. 30% straight mark up on parts. No other addition to all costs acquiring the part shall be placed on the part including freight, shipping (excludes the additional costs above the normal costs for expedited shipping), taxes & supplier added pass-through mark-ups.
- (c) Costs for equipment including but not limited to scaffolds, ladders, hoists, cranes and equipment to complete the repairs shall be considered paid under the 30% mark-up in parts.
- (d) Should GEM require the use of a subcontractor to perform a portion of the work, the same terms in payment shall govern and no additional compensation will be paid including any mark-up on the labor of a subcontractor.

6. Deliverable and Requirements of the Undersigned Contractor

The contractor shall be required to meet on a monthly basis and provide a status of the contract and work performed. At the meetings the contractor shall have printed reports from a software package designed to track maintenance of the hours spent at each location, the days and times and the types and costs of repairs made, and a total accrual of the hours spent under this Contract to date.

- (a) **Account Management:** This Contract shall be managed by a software system chosen by GEM.
- (b) **Access to Staff:** GEM shall provide emergency contact for staff capable of performing repairs to the system, as well as contact information for the account representative.

7. Warranties

Warranty Terms: All Major Components Labor & Material shall have the greater of the manufacturer’s warranty or a 1-year warranty from date of commissioning. Regular minor repairs shall have a 90-day warranty from the date of repair.

SERVICE PROVIDED WARRANTS THAT ITS SERVICES WILL BE PROVIDED IN A GOOD AND WORKMANLIKE MANNER FOR A PERIOD OF ONE (1) YEAR.

8. Term of Contract

The term of this Contract shall commence on _____, 2023, and shall continue in full force and effect until it is terminated. Either party, by giving 30 days' written notice to the other party, may terminate this Contract with or without cause. The Contract may be extended by the parties for additional one (1) year intervals for up to five (5) additional years. See Exhibit B.

- (a) Schedule of Service Plan to be approved and provided to DPW within one (1) month of Agreement signature.

9. Insurance

The Company, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this section, and shall keep such insurance in force during the entire life of this contract. If requested, proof of insurance as stated below must be submitted within five (5) business days of the written request from the City's Purchasing Director. **Company's name as it appears in the proposal documents must be listed as the named insured on the insurance certificate that is submitted.**

If any of the above coverages expire during the term of this contract, GEM shall deliver renewal certificates and amendatory endorsements to the City of Romulus at least ten (10) days prior to the expiration date. The requirements below should not be interpreted to limit the liability of GEM. All deductibles and SIR's are the responsibility of GEM. Failure to obtain the required documents prior to the work beginning shall not waive the GEM's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

INSURANCE REQUIREMENTS – Romulus Code of Ordinances Sec. 39-15 – Insurance Coverages All vendors/contractors with the city shall maintain during the time period of their purchase order or contract the following minimum insurance coverages. The administration, along with the applicable department heads, may increase or decrease the amount of the coverage required in specific situations where, in the administration's, along with the applicable department heads', discretion, it deems a different amount is appropriate based on the services to be performed, risk, prior experience or other special circumstances.

- (a) Commercial General Liability (CGL). Insurance Services Office Form GC 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.
- (b) Umbrella or Excess Liability. Policy in an amount not less than \$3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an

occurrence basis. Lower amounts of umbrella or excess coverage may be allowed if higher CGL coverage is provided so the combination of the coverages is equal to \$4,000,000.

- (c) Automobile Liability. Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- (d) Workers' Compensation. Insurance as required by the State of Michigan, with statutory limits, and employer's liability insurance with limits of no less than \$1,000,00 per accident for bodily injury or disease.

If GEM maintains higher limits than the minimum insurance coverage required as stated above, the contractor shall maintain the coverage for the higher insurance limits.

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

Certificate of Liability Insurance Verbiage

General Liability Insurance limits must contain the following verbiage in verbatim; "*The City of Romulus and its past, present, and future elected officials, trustees, appointed commissions and boards, agents and employees shall be named as "additional named insured" on the General Liability policy with respect to the services provided under this contract.*" Prior to contract execution.

Primary Coverage. For all claims the contractor's insurance coverage shall be primary insurance as respect to the city, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the city, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy shall state that coverage shall not be canceled, except with thirty (30) days' written notice to the city.

Waiver of Subrogation. Except for Workers' Compensation, GEM grants the City a waiver of any right to subrogation which any insurer of the contractor may acquire against the city by virtue of the payment of any loss under such insurance. GEM agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the city has received a waiver of subrogation endorsement from the insurer.

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

All insurance must be 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 policy holder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

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

- (1) The Retroactive Date must be shown and must be before the date of the Agreement or the date the contractor starts to perform the services.
- (2) Insurance must be maintained, and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- (3) If coverage provided on a “claims made basis” is canceled or non-renewed, and not replaced with another claims made policy form with a retroactive date prior to the agreement’s effective date, the contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of agreement work.

Verification of Coverage. GEM shall furnish the City with original certificates of coverage and amendatory endorsements or copies of the applicable policy language affecting coverage required by this section. The city shall receive and approve all certificates and endorsements before the contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

The contractor must submit certificates evidencing the insurance to the purchasing director prior to the time the contractor executes an agreement with the city, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance with limits typically required of such subcontractor for the work being performed, and contractor shall ensure that the city is an additional insured on insurance required from subcontractors and shall present copies to the city for acceptance.

Legal Review

All Certificates of Insurance are subject to the final approval of the City of Romulus Legal Counsel.

10. Miscellaneous Provisions

- (a) **Applicable Law:** This Contract shall be construed under and in accordance with the laws of the State of Michigan and all obligations of the parties created under this Contract are performable in Wayne County, Michigan.
- (b) **Parties Bound:** This Contract shall be binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assign as permitted by this Contract.
- (c) **Legal Construction:** In the event any one of more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
- (d) **Prior Contracts Superseded:** This Contract constitutes the sole and only Contract of the parties and supersedes any prior understandings or written or oral Contracts between the parties respecting the subject matter of this Contract.

- (e) **Amendments:** This Contract may be amended by the parties only by a written Contract.
- (f) **Attorneys' Fees:** If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

11. City Responsibilities:

- (a) Customer shall permit GEM free and timely access to areas and equipment and allow GEM to start and stop equipment and/or processes as necessary to perform the Work. Unless otherwise agreed upon in writing, all planned work under this Agreement will be performed during City's normal working hours.
- (b) Customer shall be responsible for all taxes applicable to the service and/or materials hereunder.
- (c) Unless otherwise agreed upon in writing, GEM will submit progress invoices for the Work performed hereunder.
- (d) Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become ten (10) days or more delinquent, GEM may stop all work and cancel this Contract upon written notice, and the entire amount of any performed but unpaid work shall become due and payable immediately upon demand. Unless otherwise noted in the scope of work, GEM reserves the right to submit progress invoices.
- (e) Costs associated with any materials or labor necessary as a result of alternation to, or deviation from, the Work set forth in this Contract will become a separate change (fixed price amount to be negotiated or on a time-and-material basis at GEM's preferred customer rates then in effect).
- (f) In the event GEM prevails in legal action in order to recover any amount payable under this Contract, Customer shall pay GEM all court costs and attorney's fees incurred by GEM.
- (g) Any legal action relating to this Contract, or the breach of thereof, shall be commenced within one (1) year from the date of the Work.

12. Force Majeure Events:

GEM shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by GEM's employees, lockouts, civil or military authority, priority regulation, insurrection or riot, action of the elements, forces of nature, abnormal weather conditions or by any other cause beyond its control. In addition to any other provisions that permit GEM to obtain an equitable adjustment of the Contract time to the extent of the delay to GEM, plus the time necessary to obtain materials and labor to recover from the delay. Additionally, GEM will also be entitled to an adjustment of the contract value to the extent government restrictions,

unavailability of materials, epidemics, Acts of God or other reasons beyond its control result in demonstrable cost increases above three percent (3%).

13. Indemnity:

To the fullest extent permitted by law, each party (the “Indemnifying Party”) shall indemnify and hold harmless the other party, its agents and employees (the “Indemnified Party”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance under this Contract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Indemnifying Party, its contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, loss or expense is caused in part by the Indemnified Party. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section.

14. Customer shall make available to GEM’s personnel all pertinent Safety Data Sheets (SDS) pursuant to OSHA’s Hazard Communication Standard Regulations.
15. GEM’s obligation under this Contract and any subsequent contract does not include the identification, abatement or removal of asbestos products or other hazardous substances. In the event such products or substances are encountered, GEM’s sole obligation will be to notify the Customer of the existence of such products and materials. GEM shall have the right thereafter to suspend its work until such products or materials and the resultant hazards are removed.
16. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will GEM be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of customers, tenants or clients, or any other special, indirect, incidental or consequential damages.
17. GEM expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer’s facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the provision of Work under this Agreement.

GEM INDUSTRIAL INC.

By:  Date: 11/28/2023

Doug Heyman, its Senior VP & CFO
CITY OF ROMULUS

By: _____ Date: _____

Robert McCraight, its Mayor

By: _____
Ellen L. Craig-Bragg, _____ its Clerk

EXHIBIT A

This Contract includes 4 filter changes per year using MERV 8 filters.

This Contract includes preventative maintenance to be done four (4) times per year. This

Contract includes annual coil cleaning.

City will have 24/7 access to manage its account online through GEM's website.

GEM agrees that the City of Romulus system can be serviced by GEM in its current condition.

Buildings covered by this Agreement are:

DPW Building
City Hall
Library
Old 34th District Court Building
New 34th District Court Building
Police Building
Fire Stations 1, 2, 3 and 4
Senior Center
Animal Shelter
Kingsley House
School House

These Buildings will have all HVAC Equipment covered regardless of the type of the Equipment. It is GEM's responsibility to have identified the Equipment and any replacement Equipment on site at the time of Contract execution which is not identified by GEM is included in this Contract. The cost of all equipment needed to make necessary repairs such as but not limited to scaffold, ladders, hoists, cranes, necessary to make the repairs are included in the 30% mark-up on parts and incidentals.

All work requiring site visits are to be scheduled with Roberto Scappaticci.

The Fixed Price shall include up to 463 hours of preventative maintenance and 96 hours of troubleshooting and making repairs for a total of 559 hours per year of the Contract.

If all the hours for preventative maintenance are not used, the City can elect to assign a portion of those hours to pay for hours performed troubleshooting and repairs. Unused hours for preventative maintenance and troubleshooting and repairs may be rolled over to the next Contract year.

A total annual \$2,500.00 materials allowance is provided by GEM for small repairs.

If new equipment is added by the City to any building (that is not a replacement of existing equipment) the parties will agree upon any increase in the Fixed Price that may be necessary.

EXHIBIT A (continued)

CONTRACT MAJOR COMPONENTS:

Routine Preventative Maintenance. The contractor shall provide Routine Preventative Maintenance to the entire system at least quarterly cycles as determined by GEM to keep the equipment and facilities running in an orderly operation with HVAC climate control through the seasons. Below are the parameters required for the Routine Preventative Maintenance:

The types of tasks to be performed shall include but not be limited to the following as preventative maintenance:

- i. Cleaning of fins of towers and chillers.
- ii. Cleaning condensers unit screening.
- iii. Checking boiler setting and operating system controls.
- iv. Checking Ignition systems and flame sensors.
- v. Lubricating bearing, fans and blowers.
- vi. Checking gas pressure on equipment supplied with natural gas.
- vii. Checking voltages on electrical equipment.
- viii. Treatment of boiler systems shall be included routine maintenance.
- ix. There shall be routine inspection of the compressors, heat pumps and heat exchangers in the unit to verify proper performance and safety to occupants.
- x. All covered HVAC equipment shall be inspected on routine schedules to ensure proper cycling and performance of safe operation for occupants of the facilities.
- xi. Any other as deemed necessary by GEM.
- xii. Monitor all boiler Ph levels within acceptable limits year-round.

GEM shall provide routine schedules quarterly to replace all filters and belts with the HVAC equipment to keep equipment operating properly. This is included in the fixed price per year in this Contract. All replacement parts for the replacement of the filter and belts shall be included in the yearly fee. The following shall be maintained with the filter and belts component:

- i Quarterly filter and belt replacement, cost of parts shall be included in yearly Fixed Fee of maintaining their Contract.
- i Tracking of records of when filter and belts were replaced shall be provided on a monthly basis.

GEM shall provide Contact Administration and documentation as included in the yearly maintenance bid of the Contract. GEM will be required to provide the following at a minimum.

- (a) GEM shall provide a work order system for their technicians depicting what was completed at each building location including hours worked and day of the week of work task took place. These shall be signed off by a representative of the City including a foreman, or director.
- (b) GEM's technician shall "check in" with the City's Building Foreman each and every day that the technician is onsite.
- (c) GEM shall provide the following staffing representatives for the account:

- i. Designated Contract Administration Representative on the account

EXHIBIT A (continued)

1. Responsible for billing
 2. Documentation of account work
 - ii. Dedicated Technician for Repairs, Preventative Maintenance
- (d) Progress Meetings:
- i. GEM should allow for monthly update meetings with DPW Director responsible for this Contract. The following documentation shall be provided to the Directors at these meetings:
 1. Monthly T&M reports of the costs approved and completed to date prior to that meeting.
 2. Preventative Maintenance reports of the previous month's work that was completed withing the system at each facility, including hours spent at each location.
 3. A yearly to date accounting of total hours spent at each location on T&M or preventative maintenance.
 4. Filter and Belts Exchange hours and time spent at each location with the exchange.
- (e) GEM shall provide supervision, inspection, labor, materials, tools, equipment and subcontracted items necessary for the execution and completion of work.
- (f) GEM shall provide equipment warranties from the manufacturer, labor and installation warranties and complete clear title to equipment installed.
- (g) GEM shall supply insurance and be responsible for all subcontractors required to perform tasks within the City of Romulus account. Any subcontracted work shall not be marked up by GEM for invoicing to the City. See additional criteria for subcontractor use:
- i. Should GEM use a subcontractor to perform any of the work outlined in this Contract, then the Subcontractor shall be covered by the terms and conditions of the original Contract with the awarded contractor and the City of Romulus.
 - ii. No markup will be allowed from the subcontractor to the primary contractor passing through to the City of Romulus.
 - iii. The City of Romulus reserves the right to disapprove of any of the proposed subcontractors used on the account and when and if a subcontractor is disapproved it shall bear no cost on the City of Romulus with choosing an alternative subcontractor with any price quoted to the City.
1. City shall permit GEM free and timely access to areas and equipment and allow GEM to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during GEM's normal working hours.
 2. In case of any failure to perform its obligations under this Agreement, GEM's liability is limited to repair or replacement at its option and such repair or replacement shall be the City's sole remedy. This warranty is conditioned upon proper operation and maintenance by the City and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse and shall not extend beyond the term of this Agreement.

EXHIBIT A (continued)

3. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
4. The City shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. The City will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, GEM may stop all work under this Contract.
6. If there is any alteration to, or deviation from, this Contract involving extra work, the cost of materials and/or labor will become an extra charge (fixed price amount to be negotiated or on a time and material basis at Contractor's rates then in effect) over the sum stated in this Contract.
7. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Contract.
8. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Contract or eliminate the involved items of equipment from inclusion in this Contract.
9. In the event Contractor must commence legal action in order to recover any amount payable under this Contract, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
10. Any legal action against the Contractor relating to this Contract, or the breach thereof, shall be commenced within one (1) year from the date of work.
11. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
12. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) and/or Safety Data Sheets (SDS) pursuant to OSHA's Hazard Communication Standard Regulations.
13. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation injury or illness to occupants of the facility of third parties, arising out of or in connection with the Contractor's work under this Contract.
14. Contractor's obligations under this Contract and any subsequent contracts do not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify to customer of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work under the Contract shall be extended to the extent caused by the suspension and the Contract price equitably adjusted.

EXHIBIT A (continued)

15. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASES OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

RFP 23/27 5 YEAR HVAC MAINTENCE CONTRACT FOR A PRICING SHEET

Yearly Contract Cost-Origianl Contract Terms
Years 1-5

<u>Building/Location</u>	Year 1	Year 2	Year 3	Year 4	Year 5
DPW BUILDING	12,852.00	13,388.00	13,945.00	14,526.00	15,132.00
CITY HALL	18,948.00	19,738.00	20,560.00	21,417.00	22,309.00
LIBRARY	5,412.00	5,638.00	5,872.00	6,117.00	6,372.00
OLD 34TH DISTRICT COURT	9,870.00	10,281.00	10,710.00	11,156.00	11,621.00
NEW 34TH DISTRICT COURT	12,588.00	13,113.00	13,659.00	14,228.00	14,821.00
POLICE DEPARTMENT	7,068.00	7,363.00	7,669.00	7,989.00	8,322.00
FIRE STATION #1	885.00	922	960	1000	1,042.00
FIRE STATION #2	4,900.00	5,104.00	5,317.00	5,538.00	5,769.00
FIRE STATION #3	885.00	922	960	1000	1,042.00
FIRE STATION #4	4,140.00	4,313.00	4,492.00	4,679.00	4,874.00
SENIOR CENTER	7,260.00	7,563.00	7,878.00	8,206.00	8,548.00
ROMULUS ATHLETIC CENTER	N/A	N/A	N/A	N/A	N/A
ANIMAL SHELTER	2,388.00	2,488.00	2,591.00	2,699.00	2,812.00
BYRD HOUSE	N/A	N/A	N/A	N/A	N/A
HISTORICAL PARK	1,930.00	2,011.00	2,094.00	2,182.00	2,272.00

(Kingsley & School House)

TOTAL ANNUAL ALL BUILDINGS 96,100.00 100,104.00 104,275.00 108,620.00 113,146.00

This price includes 96 additional hours for trouble shooting and a \$2500.00 material allowance per year.

ROMULUS ATHLETIC CENTER is on a different contract

BYRD HOUSE has no equipment at that location

LL CITY BUILDINGS



FUNDS VERIFICATION FORM

DEPARTMENT: DPW

FUND NAME: Heating and Cooling

ACCOUNT NUMBER/S: 101-265-932.000, 101-441-932.000, 101-430-932.000, 101-752-932.000, 205-301-932.000, 205-336-932.000, 271-790-932.000

PURPOSE FOR REQUEST:

Secure funds for GEM HVAC Contract

AMOUNT OF EXPENDITURE: \$96,100

SIGNATURE OF DEPARTMENT HEAD:

FUNDS CURRENTLY AVAILABLE:

Each Fund has budget to cover Heating and Cooling not to exceed \$96,100 cumulative of all funds for FY23/24

FINANCE DEPARTMENT APPROVAL:

Maria Farris

DATE:

November 29, 2023



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: December 4, 2023

Item No. C.

General Description: Piggyback on MiDeal Contract and Rochester Hills Cooperative Contract for the Purchase of One Freightliner Conventional Chassis Truck and Dump Body

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Piggyback on MiDeal Contract #071B7700086 and Rochester Hills Cooperative Contract RFP-RH-20-023 for the Purchase of One (1) Freightliner Conventional Chassis Truck with a Crysteel 14' Select Dump Body for the Water and Sewer Department
DATE: November 29, 2023

I concur with the recommendation of Roberto Scappaticci, DPW Director, and Gary Harris, Purchasing Director, and respectfully request Council's authorization to piggyback on the Rochester Hills cooperative contract RFP-RH-20-023 for the purchase of one (1) 2023 M2 106 Plus Conventional Freightliner Chassis from Wolverine Freightliner with extended warranty for a total cost of \$109,457.00.

Additionally, I concur with the recommendation of Roberto Scappaticci, DPW Director and Gary Harris and request to piggyback on MiDeal Contract #071B7700086 for the purchase of the Crysteel 14' Select Dump Body and upfitting the chassis from Truck & Trailer Specialties, Inc. for a total cost of \$59,785.00.

Maria Farris, Finance Director, has verified that funds for the two purchases are currently available in the Motor Vehicle Fund, Capital Outlay-Machinery & Equipment expense account #661-258-970.138.

Two motions are required:

Motion by _____, supported by _____, to concur with the administration and consent to piggyback on the Rochester Hills cooperative contract RFP-RH-20-023 for the purchase of one (1) 2023 M2 106 Plus Conventional Freightliner Chassis from Wolverine Freightliner with extended warranty for a total cost of \$109,457.00.

Motion by _____, supported by _____, to concur with the administration and consent to piggyback on MiDeal Contract #071B7700086 for the purchase of the Crysteel 14' Select Dump Body and upfitting the chassis from Truck & Trailer Specialties, Inc. for a total cost of \$59,785.00.



MEMORANDUM

DATE: November 28, 2023
TO: Mayor Robert A. McCraight
FROM: Gary Harris, Purchasing Director
SUBJECT: Piggyback on MiDeal contract #071B7700086 and Rochester Hills cooperative contract RFP-RH-20-023 for the purchase of one (1) Freightliner Conventional Chassis Truck with a Crysteel 14' Select Dump Body for the Water & Sewer Department

Director of the Department of Public Works, Roberto Scappaticci, has requested to purchase one (1) conventional chassis Freightliner truck with a Crysteel 14' Select dump body by piggybacking on Rochester Hills cooperative contract RFP-RH-20-023 and the State of Michigan's MiDeal Contract #071B7700086.

Please be informed that the requirement of the City of Romulus Purchasing Ordinance to solicit competitive bids for this purchase is exempt under the exception to competition clause allowing piggybacking on a contract solicited and awarded by another agency and as further outlined in subsection 39-11(d)(10) of the Ordinance:

"The city's procurement by competitive sealed bids shall be waived and the city may piggyback on an existing extendable contract, where the materials, services or goods in combination with services are purchased from a state or local governmental agency's bid that has been sufficiently advertised and was the subject of sealed bids so that in the opinion of the purchasing director or their designee the procedure meets the intent of competitive sealed bidding under this chapter."

The State of Michigan through its MiDeal Program, competitively requested bids for large equipment upfitting via extendable contract. This resulted in contract #071B7700086 being awarded to Truck & Trailer Specialties, Inc. on January 13, 2017 and expiring January 12, 2024.

The City of Rochester Hills let for a cooperative bid (RFP-RH-20-023) for Tandem Axle Dump Trucks and awarded the contract to Wolverine Freightliner on April 26, 2021 to expire April 25, 2026.

It is the recommendation of myself and DPW Director Roberto Scappaticci to proceed with this purchase. If you concur, please request Council's permission to piggyback on Rochester Hills cooperative contract RFP-RH-20-023 for the purchase of one (1) 2023 M2 106 Plus Conventional Freightliner Chassis with extended warranty for a total cost of \$109,457.00.

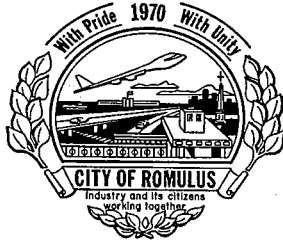
Additionally, please request council's permission to purchase the Crysteel 14' Select Dump Body and upfit the chassis by piggybacking on State of Michigan MiDeal contract #071B7700086 from Truck & Trailer Specialties, Inc. for a total cost of \$59,785.00.

Maria Farris, Financial Services Director, has verified that funds for the two purchases totaling \$169,257.00 are currently available in the Motor Vehicle Fund, Capital Outlay-Machinery & Equipment expense account (661-258-970.138).

This vehicle will be replacing current DPW truck 211, a 2003 Chevy Dump Truck that is in severe disrepair. Truck 211 is currently at a repair shop and the cost of repairs are in excess of what the DPW is recommending putting into the vehicle. Truck 211 will eventually be brought to auction.

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

Gary Harris
Purchasing Director



FUNDS VERIFICATION FORM

DEPARTMENT: DPW

FUND NAME: Capital Outlay Motor Vehicle

ACCOUNT NUMBER/S: 661-258-970.138

PURPOSE FOR REQUEST:

Replacement of W&S dump truck

AMOUNT OF EXPENDITURE: \$169,257

SIGNATURE OF DEPARTMENT HEAD:

FUNDS CURRENTLY AVAILABLE:

\$169,257

FINANCE DEPARTMENT APPROVAL:

Maria Farris

DATE: Nov 22, 2023

Interoffice Memorandum

TO: Gary Harris, Director of Purchasing
FROM: Roberto J. Scappaticci, Director of Department of Public Works
CC: Mayor Robert McCraight
DATE: November 22nd, 2023
SUBJECT: Rochester Hills, MI Piggyback Purchase Approval of 2023 Freightliner Truck Chassis for Water & Sewer Department

Dear Mr. Harris,

I am requesting your approval to piggyback on 2023 vehicle pricing provided to Rochester Hills, MI, Rochester Hills Co-op RFP-RH-20-023 to replace our current worn Dump Truck. The pricing for a 2023 Freightliner Chassis in the amount of \$109,472.00 will be funded from account# 661-258-970.138 for the purchase.

If you should have any questions regarding this matter please feel free to contact me at 734-955-8752 or rscappaticci@romulusgov.com.

Sincerely,



Roberto J. Scappaticci, Director of Public Works

s:\public works\administrative\admin documents\2023 memos\memo to council - piggyback rochester hills
dump chassis purchase.docx

Prepared for:
City of Romulus
ROCH HILLS COOP
1000 Rochester Hills
Rochester Hills, MI 48309
Phone: 248-841-2537

Prepared by:
Steven Sexton
WOLVERINE FREIGHTLINER
EASTSIDE INC
107 SOUTH GROESBECK
HIGHWAY
MOUNT CLEMENS, MI 48043
Phone:

QUOTATION

M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	18,000# FLAT LEAF FRONT SUSPENSION
CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB- FT @ 1200 RPM	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	5075MM (200 INCH) WHEELBASE
MT-40-14XP 40,000# R-SERIES TANDEM REAR AXLE	NO FIFTH WHEEL
AIRLINER 40,000# EXTRA DUTY REAR SUSPENSION	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
MFS-18-133A 18,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	1600MM (63 INCH) REAR FRAME OVERHANG

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 106,140	\$ 106,140
EXTENDED WARRANTY		\$ 3,317	\$ 3,317
DEALER INSTALLED OPTIONS		\$ 0	\$ 0
CUSTOMER PRICE BEFORE TAX		\$ 109,457	\$ 109,457

TAXES AND FEES

TAXES AND FEES	\$ 15	\$ 15
OTHER CHARGES	\$ 0	\$ 0

TRADE-IN

TRADE-IN ALLOWANCE	\$ (0)	\$ (0)
--------------------	--------	--------

BALANCE DUE	(LOCAL CURRENCY) \$ 109,472	\$ 109,472
-------------	-----------------------------	------------

COMMENTS: The following is Freightliner chassis pricing information per your request. Pricing and conditions are per the Rochester Hills Co-op RFP-RH-20-023 agreement.

M2 106 Plus, 58,000 GVW, Tandem Axle, 2025 Model

\$ 175,000

Application Version 11.9.305
Data Version PRL-28M.020
Romulus TA M2 106 Plus



11/10/2023 1:55 PM

Page 1 of 2

Prepared for:
City of Romulus
ROCH HILLS COOP
1000 Rochester Hills
Rochester Hills, MI 48309
Phone: 248-841-2537

Prepared by:
Steven Sexton
WOLVERINE FREIGHTLINER
EASTSIDE INC
107 SOUTH GROESBECK
HIGHWAY
MOUNT CLEMENS, MI 48043
Phone:

QUOTATION DETAILS

TAXES AND FEES

Title

\$

15

\$

15

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.



Interoffice Memorandum

TO: Gary Harris, Director of Purchasing

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

CC: Mayor Robert McCraight

DATE: November 22nd, 2023

SUBJECT: MiDeal 071B7700086 Piggyback Purchase Approval of 2023 Dump Body for Freightliner Chassis for Water & Sewer Department

Dear Mr. Harris,

I am requesting your approval to piggyback on 2023 vehicle equipment pricing provided to the State of Michigan, MiDeal 071B7700086 to replace our current worn Dump Body. The pricing for this equipment in the amount of \$59,785.00 will be funded from account# 661-258-970.138 for the purchase.

If you should have any questions regarding this matter please feel free to contact me at 734-955-8752 or rscappaticci@romulusgov.com.

Sincerely,



Roberto J. Scappaticci, Director of Public Works

s:\public works\administrative\admin documents\2023 memos\memo to council - piggyback som dump body.docx

TRUCK & TRAILER Specialties, Inc.

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

November 3, 2023

City of Romulus
12600 Wayne Road, Romulus, MI 48174
Attn: Brian Norman, ph: (734) 955-8729
HQO003183

Tandem

MiBEAL

State Contract Hyperlink No: 071B7700086

Equipment Quotation utilizing the state contract awarded to Truck & Trailer Specialties, Inc.

- Install Crysteel 14' Select Dump Body including the following:**
168" body length, 96" outside width, 84" inside width
62" front height, 38" side height, 46" rear height (11.5 – 14 cubic yard capacity)
Body construction throughout is AR450 steel
3/16" sides and front including tailgate and ¼" floor with 8" radius
Rear pillars constructed of 7-gauge A1011 steel
Single panel, pressed-in horizontal side braces
Construction of the sides shall include a boxed top rail
Crossmemberless understructure shall have 8" trapezoidal ¼" A1011 longsills
9-panel tailgate design
Tailgate will be air-operated
16" cabshield constructed of 10-gauge A1011 steel
Install body prop kit on each side of the frame
Install Cougar model 3200 DC box vibrator
Install 10" hardwood sideboards
Install license plate bracket in upper left corner of tailgate
Install fixed steps and grab handles, side-mounted on streetside rear of dump
Install two (2) shovel holders at bulkhead of dump, streetside
- Install Heated Body Design including the following:**
Trapezoidal longsills and floor/side radius with heated design exiting at top of rear pillars with exit covers
Heated Body Kit includes diverter box, spring box, air cylinder & on/off switch
- Install Mailhot model G4130-5-3 DA Telescopic Hoist including the following:**
Greaseable rear hinge and replaceable rear pin
Hoist is double-acting and trunnion-mounted
Install remote lube grease line manifold kit for Mailhot hoists
- Install Roll-Rite Electric Tarp System including the following:**
Direct-drive motor/gear box assembly
Aluminum wind deflector
Aluminum tarp and tension bows
4-spring tarp offset arms
Mesh-type tarp cover
- Install Central Hydraulic System including the following:**
Hot-shift PTO with direct-mounted Permco 3.94 CID gear pump
Low oil shutdown system wired into PTO to disengage PTO when a low oil situation exists
32-gallon Slimline (part# TPH30210) steel oil reservoir
Tank-mounted filter & sight/temp gauge on end of tank
Ball valve shut-off on supply port

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

Low oil sensor in tank
Filled with AW-32 hydraulic oil
Tank painted Black
Tank mounted behind cab
All necessary hoses & fittings

Install Rexroth m4-12 control valve including the following sections:

Unloader section for gear pump operation (2,500 PSI)
Air-controlled hoist DA section with LS relief w/500 PSI A port relief (34 GPM)

Stainless steel valve enclosure

Install Apsco single-axis air lever mounted in center console for Dump Hoist up/down with safety detent

Install Custom Lighting & Electrical including the following:

OEM chassis 6-pack of switches:

PTO switch
Air tailgate switch
Amber flashers
Green rear flashers
Exhaust control box heat

Indicators for body-up light and low-oil light on control console

Console switches for tarp open/close and vibrator

Six (6) SoundOff mPower (mo. EMPC2SMS4) amber/green LED flashers flush-mounted:

Two (2) chassis grille-mounted
Two (2) cabshield-mounted front-facing at top of cabshield
Two (2) cabshield-mounted side-facing at bottom of cabshield

4-oval hole tapered stainless steel light boxes welded on rear pillar posts of dump body:

Two (2) SoundOff LED green flashers mounted in top holes
Two (2) SoundOff LED stop/turn/tail lights mounted in second holes
Two (2) SoundOff LED backup lights mounted in third holes
Two (2) SoundOff LED amber flashers mounted in bottom holes

Betts junction box mounted at the rear of the dump body

Backup alarm

LED marker light kit for dump body

Proximity switch for body-up light

Install Rear Pintle Hitch including ¾" steel mounting plate including the following:

Heavy-duty D-rings for safety chains

PH-30 pintle hook mounted with multiple holes for adjustment

7-way round trailer plug on left-side of hitch plate

Install Minimizer Floor Mats for Freightliner 108 SD (mo. FKFRTL2B-MIN / 10002265)

Install Electric Brake Controller (chassis to have electrical to the rear)

Install Mudflaps in front of and behind the drive tires

Paint Dump body single color Black

Bottom of the body, body hinge, body props, oil tank and attaching hardware painted Black

Above installed and painted pricing: \$59,785.00 ea.

Payment Terms: Net 30. Pricing effective for 30 days.

FOB: City of Romulus

Delivery: 360 days ARO, depending on chassis arrival

Minimum full 1-year warranty on parts and labor on all equipment.

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

Crysteel dump body includes a 3-year 100% parts and labor warranty with additional 2 years, 50% parts and labor.

Chassis requirements to be confirmed prior to order entry:

CT: 124"

Chassis 6-pack of switches

PTO provision

Stationary grille

60-gallon round tank under the driver's door

13-gallon DEF mounted behind the fuel tank streetside

Battery box mounted driver side behind fuel tank

Horizontal DPF mounted under the curbside door with a vertical tailpipe

52" axle spacing

Trailer wiring for electric brake controller

Chassis dealer-installed output wire for regen mode to disable heated dump option

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Brian Bouwman



City of Romulus

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

Council Meeting Held: **December 4, 2023**

Item No. **A.**

General Description: Second Reading and Final Adoption of Budget Amendment 23/24-9

Resolution No. _____

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

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

**MOTION CARRIED
UNANIMOUSLY**

MOTION CARRIED

MOTION FAILED

Administrative Officials

Robert McCraight, Mayor

Ellen L. Craig-Bragg, City Clerk

Stacy Paige, City Treasurer

City Council

John Barden, Mayor Pro Tem

Virginia Williams, Councilwoman

Tina Talley, Councilwoman

William Wadsworth, Councilman

Celeste Roscoe, Councilwoman

Kathleen Abdo, Councilwoman

Eva Webb, Councilwoman



CITY COUNCIL AGENDA ITEM REQUEST FORM

Submitted to: Choose an ite

Date Submitted:

Submitted by:

Department:

Council Meeting of:

TITLE/DESCRIPTION OF ITEM

--

ACTION REQUESTED

Contract/Agreement	☐	New/Amended Ordinance	☐
Bid/Piggyback	☐	Public Hearing Request	☐
Budget Amendment	☐	Resolution	☐
Board Appointment	☐	Rezoning	☐
Fee Waiver	☐	Special Meeting Request	☐
Other	☐	Special Land Use Request	☐

RECOMMENDED RESOLUTION/ACTION

--

City of Romulus

11111 Wayne Road

Romulus, MI 48174

(734) 942-7500

www.romulusgov.com

OFFICE USE ONLY

Approved for Council Agenda: ☐

AGENDA ITEM # .

MEMORANDUM

TO: Mayor Robert A. McCraight
FROM: Finance Department
DATE: 11/14/2023
SUBJECT: Budget Amendment 23-24.9

MEF

<u>FUND/DEPT.</u> <u>ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT</u> <u>FUND BALANCE</u>	<u>AMENDMENT</u>	<u>AMENDED</u> <u>BUDGET</u>
101 Recreation				
<u>Fund Balance</u>				
101-000-390.000	Fund Balance	10,030,739	22,606	10,008,133
<u>Expense</u>				
101-751-703.00	Part-Time wages	-	22,606	22,606

Additional funding needed for 2 part-time support staff members through FY24.

BUDGET AMENDMENT FORM			
Fund Balance		Expenditure	
Account Number /Name	Amount	Account Number /Name	Amount
101-000-390.000 Fund Balance	\$22,606.00	101-751-703.000 Part-time wages	\$ 22,606
TOTAL	\$ 22,606	TOTAL	\$ 22,606
PURPOSE: Additional funding needed for 2 part-time support staff members through FY24.			
DATE: 11/21/2023			
Department Head Signature:		Colleen L Dumas 11/21/2023	
Finance Approval		Maria Farris 11/21/2023	
Mayor's Authorization:			

Page 30 of 54



City of Romulus

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

Council Meeting Held: **December 4, 2023**

Item No. B.

General Description: Second Reading and Final Adoption of Budget Amendment 23/24-10

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

Administrative Officials

Robert McCraight, Mayor

Ellen L. Craig-Bragg, City Clerk

Stacy Paige, City Treasurer

City Council

John Barden, Mayor Pro Tem

Virginia Williams, Councilwoman

Tina Talley, Councilwoman

William Wadsworth, Councilman

Celeste Roscoe, Councilwoman

Kathleen Abdo, Councilwoman

Eva Webb, Councilwoman

City of Romulus

11111 Wayne Road

Romulus, MI 48174

(734) 942-7500

www.romulusgov.com



CITY COUNCIL AGENDA ITEM REQUEST FORM

Submitted to: Choose an ite

Date Submitted:

Submitted by:

Department:

Council Meeting of:

TITLE/DESCRIPTION OF ITEM

--

ACTION REQUESTED

Contract/Agreement	☐	New/Amended Ordinance	☐
Bid/Piggyback	☐	Public Hearing Request	☐
Budget Amendment	☐	Resolution	☐
Board Appointment	☐	Rezoning	☐
Fee Waiver	☐	Special Meeting Request	☐
Other	☐	Special Land Use Request	☐

RECOMMENDED RESOLUTION/ACTION

--

OFFICE USE ONLY

Approved for Council Agenda: ☐

AGENDA ITEM # .

MEMORANDUM

TO: Mayor Robert A. McCraight
FROM: Finance Department
DATE: 11/14/2023 *MEF*
SUBJECT: Budget Amendment 23-24.10

<u>FUND/DEPT.</u> <u>ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT</u> <u>FUND BALANCE</u>	<u>AMENDMENT</u>	<u>AMENDED</u> <u>BUDGET</u>
664 Technology Services				
<u>Fund Balance</u>				
664-000-395.000	Retained Earnings	340,116	19,200	320,916
<u>Expense</u>				
664-000-703.000	Part-Time wages	-	19,200	19,200

Additional funding needed for 1 part-time IT staff member through FY24.

BUDGET AMENDMENT FORM

Retained Earnings		Expenditure	
Account Number /Name	Amount	Account Number /Name	Amount
664-000-395.000 Retained Earnings	\$19,200.00	664-228-703.000 Part-Time wages	\$ 19,200
TOTAL	\$ 19,200	TOTAL	\$ 19,200

PURPOSE:

Additional funding needed for 1 part-time IT staff member through FY24.

DATE: 11/21/2023

Department Head Signature:



Finance Approval

Maria Harris 11/21/2023

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



City of Romulus

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

Council Meeting Held: **December 4, 2023**

Item No. C.

General Description: Reappointment to the Romulus Board of Review

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

Administrative Officials

Robert McCraight, Mayor

Ellen L. Craig-Bragg, City Clerk

Stacy Paige, City Treasurer

City Council

John Barden, Mayor Pro Tem

Virginia Williams, Councilwoman

Tina Talley, Councilwoman

William Wadsworth, Councilman

Celeste Roscoe, Councilwoman

Kathleen Abdo, Councilwoman

Eva Webb, Councilwoman

City of Romulus

11111 Wayne Road

Romulus, MI 48174

(734) 942-7500

www.romulusgov.com



CITY COUNCIL AGENDA ITEM REQUEST FORM

Submitted to: Choose an ite

Date Submitted:

Submitted by:

Department:

Council Meeting of:

TITLE/DESCRIPTION OF ITEM

--

ACTION REQUESTED

Contract/Agreement	☐	New/Amended Ordinance	☐
Bid/Piggyback	☐	Public Hearing Request	☐
Budget Amendment	☐	Resolution	☐
Board Appointment	☐	Rezoning	☐
Fee Waiver	☐	Special Meeting Request	☐
Other	☐	Special Land Use Request	☐

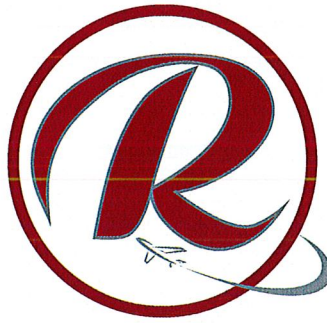
RECOMMENDED RESOLUTION/ACTION

--

OFFICE USE ONLY

Approved for Council Agenda: ☐

AGENDA ITEM # .



Memorandum

To: Executive Advisory Commission
From: Julie Albert, Director of Assessing & Financial Services
cc: Ellen Craig-Bragg, City Clerk via email
D'Sjonaun Hockenhull, Deputy Clerk via email
Julie Wojtylko, Chief of Staff via email
Date: November 22, 2023
Subject: Appointment to the Board of Review for approval on the **City Council Agenda for December 4, 2023**

I respectfully request that the Executive Advisory Commission recommend to the Honorable City Council that Reverend Edward Thomas Jr. be re-appointed to the Romulus Board of Review. His term will commence January 1, 2024 and expire December 31, 2025. Attached please find a letter of interest from Rev. Thomas.

This Board typically meets six times per year (as required by the General Property Tax Act). The *tentative* schedule is as follows:

March 05, 2024	9:30 to noon – Organizational Meeting
March 11, 2024	9:00 to 4:00 pm – Taxpayer Appeals
March 12, 2024	6:00 to 9:00 pm – Taxpayer Appeals
March 13, 2024	1:00 to 4:00 pm – Taxpayer Appeals
July 16, 2024	9:30 to noon – Corrections, PREs & Poverty Apps
December 13, 2024	9:30 to noon – Corrections, PREs & Poverty Apps

Section 11.7 of the City of Romulus Charter requires that each “member shall be appointed by the Council” for a term of three (3) years commencing on the following January 1st during the month of November. However, according to MCL 211.28 “members appointed to the Board of Review shall serve for terms of 2 years”. According to legal counsel, state statute is the controlling factor so the term shall run for two years.

If you require additional information, please contact me at (734) 955-4520.

October 5, 2023

Honorable City Council
11111 Wayne Road
Romulus, Michigan 48174

Mayor Pro-Tem Barden and Members of the City Council:

This letter serves to notify you that as of December 31, 2023 my term as Board of Review member expires. At this time, I would like to inform you that I am interested in continuing as a Board of Review member and ask to be re-appointed for another term to commence January 1, 2024 and expire December 31, 2025.

Sincerely,

A handwritten signature in dark ink, reading "Rev. Edward Thomas Jr." in a cursive script.

Rev. Edward Thomas Jr.
15654 Springhill
Romulus, Michigan 48174



City of Romulus

Treasurer's Report

Council Meeting Held:

December 4, 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:

December 4, 2023

Item No. 8.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Unfinished Business

Council Meeting Held:

December 4, 2023

Item No. 9.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

New Business

Council Meeting Held:
Item No. 10.

December 4, 2023

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

Communication

Council Meeting Held:
Item No. 11

December 4, 2023

Councilperson Abdo: _____

Councilperson Barden: _____

Councilperson Roscoe: _____

Councilperson Talley: _____

Councilperson Wadsworth: _____

Councilperson Webb: _____

Councilperson Williams: _____



City of Romulus

Adjournment

Council Meeting Held:

December 4, 2023

Item No. 12

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