



**CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
March 11, 2024
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, March 4, 2024, at 7:30 p.m.
- B. There were no special meeting(s) held on Monday, March 4, 2024.

3. Petitioner

- A. SPR-2023-033; OPUS Condominium (33100 and 33200 Smith Road)
- B. SLU-2023-004; Romulus Distribution Center (36711 Ecorse Road)

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. Introduction of Budget Amendment 23/24-13

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

- A. Approval of 2024 Citywide Yard Sale Dates
- B. Special Meeting - Study Session Request for Monday, March 25, 2024, at 6:30 p.m.
- C. Approval of 2024 Regular Council Meeting Schedule
- D. Appointment to the Executive Advisory Committee

7. Treasurer's Report – Stacy Paige, Treasurer

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

9. Unfinished Business

10. New Business

11. Warrant

- A. Approval of Warrant #: 24-05 for checks presented in the amount of \$2,634,241.32.

12. Communication

13. Adjournment



RULES REGARDING THE PUBLIC ADDRESSING A CITY MEETING

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

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

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



City of Romulus

Agenda

Council Meeting Held: **March 11, 2024**

Item No. **A.**

General Description: Approval of Agenda

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Minutes

Council Meeting Held: **March 11, 2024**

Item No. A.

General Description: Approval of Minutes from the Regular Meeting held on Monday, March 4, 2024, at 7:30 p.m.

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MINUTES OF THE REGULAR ROMULUS CITY COUNCIL MEETING

March 4, 2024

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

Pledge of Allegiance

Roll Call

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

Present: Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth, Virginia Williams, Allen Wilson

Absent / Excused:

Administrative Officials in Attendance:

Robert McCraight, Mayor

Ellen L. Craig-Bragg, Clerk

Administrative Staff in Attendance:

D'Sjonaun Hockenhull - Deputy Clerk; Julie Wojtylko - Chief of Staff; Stephen Hitchcock - City Attorney; Ken Chapman - Deputy Fire Chief; Kevin Krause - Director of Community Safety & Development; Donald Straub - Assistant DPW 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 - Abdo, Barden, Roscoe, Talley, Wadsworth, Williams, Wilson

Nays - None

Motion Carried Unanimously

2. Minutes

- A. **Res. #24-055** Moved by **William Wadsworth**, seconded by **Tina Talley** to approve the Minutes from the Regular Meeting held on February 26, 2024, at 7:30 p.m.

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

Nays - None

Motion Carried Unanimously

- B. There were no special meetings held.

3. Petitioner - NONE

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

- A. 2022-2023 State of the Library

Patty Braden, Library Director, presented a PowerPoint on the State of the Library for the 2022/2023 fiscal year that reviewed the 100-year celebration, building improvements, service to the community, partnership with area schools, services collection enhancement, library usage statistics, current projects, and 2023-2024 goals.

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

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

Nays - None

Motion Carried Unanimously

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

Dr. Benjamin Edmondson, Superintendent of the Romulus Community School District, addressed the City Council to speak on past and upcoming collaborations with the City and a steering committee created to establish a multi-year strategic plan for the district.

- A. **Res. #24-056** Moved by **Tina Talley**, seconded by **Virginia Williams** to concur with the Administration and approve the appointment of Cheyenne Hicks to the Recreation Commission with a term to expire on December 31, 2026.

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

Nays - None

Motion Carried Unanimously

- B. **Res. #24-057** Moved by **William Wadsworth**, seconded by **Celeste Roscoe** to concur with the Administration and consent to piggyback on the NPPGov cooperative contract #PS20065 for the purchase of six (6) sets of PPE for the Romulus Fire Department for a total cost of \$23,184.00 (\$3,864.00 per set) from Phoenix Safety Outfitters.

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

Nays - None

Motion Carried Unanimously

- C. **Res. #24-058** Moved by **Celeste Roscoe**, seconded by **Tina Talley** to concur with the Administration and consent to piggyback on the GSA Schedule #47QSWA18D for the purchase of eCIVIS Cloud Based Grant Management Solution & Annual Costs at a cost of \$23,775.00. Subsequent years recurring cost of \$20,000.00 will be approved and budgeted for by the TIFA board.

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

Nays - None

Motion Carried Unanimously

- D. **Res. #24-059** Moved by **William Wadsworth**, seconded by **Kathy Abdo** to concur with the Administration and award ITB 23/24-6 to Cadillac Asphalt (Year one at \$135.00 per ton, Year two at \$140.00 per ton) and Ajax Paving (Year one at \$130.00 per ton, Year two at \$140.00 per ton) for two (2) year pricing for UPM – Cold Patch with a term to expire on February 28, 2026, and approve the additional request to extend the bid for not more than three additional one-year terms per the terms of the original bid and upon written mutual agreement.

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

Nays - None

Motion Carried Unanimously

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

- A. **Res. #24-060** Moved by **Celeste Roscoe**, seconded by **William Wadsworth** to approve the Study Session Request for Monday, March 11, 2024, at 6:30 pm to discuss the Quarterly Investment Report, ending 12/31/23.

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

Nays - None

Motion Carried Unanimously

Res. #24-061 Moved by **William Wadsworth**, seconded by **Virginia Williams** to adopt a memorial resolution for the family of Barbara Eliza Anderson.

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

Nays - None

Motion Carried Unanimously

7. Treasurer's Report – Stacy Paige, Treasurer

8. Public Comment

A resident addressed the City Council requesting a reprieve in costs associated with excessive water running on her property from surrounding properties.

9. Unfinished Business

Mayor McCraight responded to the resident's inquiry under public comment.

10. New Business - NONE

11. Communication

Councilperson Talley commended Director Dumas for the work she does in the Recreation Department and announced upcoming community events.

Councilperson Williams inquired about reimbursement of grave blankets damaged or destroyed by actions of members of the Cemetery Board. She also reminded residents of the Forgotten Harvest program.

12. Adjournment

Moved by **William Wadsworth**, seconded by **Kathy Abdo** to adjourn the meeting at 8:47 p.m.

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

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 March 4, 2024.



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



City of Romulus

Petitioner

Council Meeting Held: **March 11, 2024**

Item No. **A.**

General Description: SPR-2023-033; OPUS Condominium (33100 and 33200 Smith Road)

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

PLANNING DEPARTMENT MEMORANDUM

DATE: March 4, 2024
To: Ellen Craig-Bragg, City Clerk
FROM: Carol Maise, City Planner
SUBJECT: City Council Action
SPR-2023-033; Opus Group Preliminary Condominium Plan approval to divide a 22.7 acre parcel into two condominium units (Unit 1, Building A - 33200 Smith, 9.03 acres and Unit 2, Building B – 33100 Smith, 13.67 acres)

At a meeting held January 17, 2024, the Planning Commission recommended **approval** of the Opus Group Preliminary Condominium Plan to the Romulus City Council.

Please find the attached Planning Department Summary Report to the City Council; January 17th, 2024 Planning Commission Minutes, OHM report dated December 5, 2023 and GMH correspondence dated December 4, 2023 along with the Opus Group Preliminary Condominium Plan application and associated exhibits, for City Council consideration at their **March 11, 2023** meeting.

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



PLANNING COMMISSION SUMMARY REPORT TO THE CITY COUNCIL
SPR-2023-033; Opus Group Condominium
Preliminary Condominium Plan

Issued by the City of Romulus Planning Department
12600 Wayne Road, Romulus MI 48174 Phone: (734) 955-4530 www.romulusgov.com

DATE: March 4, 2024

SUBJECT: SLU-2023-033; Opus Group Condominium

APPLICANT: Mike Robinson, Opus Development Company

LOCATION: 33100 and 33200 Smith Road
Parcel ID #80-038-99-0002-705

REQUEST: City Council Action
Preliminary Condominium Plan approval to divide a 22.7 acre parcel into two condominium units (Unit 1, Building A - 33200 Smith, 9.03 acres and Unit 2, Building B – 33100 Smith, 13.67 acres)

SITE INFORMATION/BACKGROUND

The subject property contains 22.70 acres and is located at the northeast corner of Vining and Smith Roads in the Vining Road Overlay District. The site was conditionally zoned M-1, Industrial as part of the Romulus Corporate Park conditional rezoning in 2020. The future land use designation is identified as Regional Business in the Vining Road Development District.



Site plan approval for Building “A”, 100,000 SF and Building “B”, 174,000 SF was conditionally approved by the Planning Commission on July 18, 2022. Variances for building height were granted Board of Zoning Appeals on August 3, 2022.

Conditions of the site plan and variance approvals include:

1. *Submittal of information on users of the buildings prior to occupancy regarding operations and associated traffic information to determine if further mitigation will be needed.*
2. *If outdoor storage (trucks and trailers) is visible, additional landscaping may be required for screening.*
3. *No future dock doors are allowed without an amendment to the site plan approved by the Planning Commission and the Conditional Rezoning Agreement.*

Construction of Buildings A and B began in the summer of 2023 and site development is nearing completion. At this time we are not aware of any occupants.

CONDOMINIUM PLAN REVIEW PROCESS

- The proposed **Preliminary Condominium Plan** shall be submitted for review by the Planning Commission with recommendation to the City Council.
 - o Detailed engineering plans are then submitted in accordance with the City of Romulus Engineering Design and Construction Standards Manual for review and approval.
 - o All applicable permits and/or approvals for the proposed development shall be obtained and copies submitted. The City Engineer shall assist the applicant in obtaining appropriate permits for construction of any proposed City owned utilities such as public water main or public sanitary sewer.
- The Final Condominium Plan shall be submitted with all parts updated to reflect the site as it is constructed. The site shall have been substantially completed prior to submittal with all paving, utilities and units completed.

PLANNING COMMISSION ACTION ON PRELIMINARY CONDOMINIUM PLAN

On January 17, 2024, after reviewing the application for the Opus Group Preliminary Condominium Plan, the Planning Commission made the following motion:

MOTION by Frederick, support by Glotfelty, that based on the comments in the January 17, 2024 Planning Commission Summary Report and those of other departments and agencies, the Planning

Commission recommends Preliminary Condominium Plan approval for SPR-2023-033; Opus Group Condominium – Romulus Industrial Park to the City Council, subject to the comments in OHM’s letter dated December 5, 2023.

Roll call vote:

Ayes – Frederick, Glotfelty, McAnally, Talon-Jemison, Gbogboade, Crova, Long, and Freitag. Nays – None.

Motion passed 8-0.

SUMMARY AND RECOMMENDATION

Based on the action of the Planning Commission as noted above, we respectfully recommend that the City Council make a motion as follows:

*To concur with the recommendation of the Planning Commission and **approve** the Preliminary Condominium Plan for SPR-2023-033; **Opus Group Condominium** at 33100 and 33200 Smith Rd. subject to the comments in the OHM report dated December 5, 2023.*



Carol Maise, City Planner

7. New Business

B. SPR-2023-033; OPUS Group Condominium

Applicant: Mike Robinson, The Opus Group
Request: Preliminary Condominium Plan
Location: 33100 and 33200 Smith Road (DP#80-038-99-0002-705)
Project: Industrial Condominium Subdivision for Opus Group

(Action required: Recommendation to City Council to approve, approve with conditions, or deny the Preliminary Condominium Plan)

Michael Robinson, Opus Development Company, 9700 Higgins Road, Suite 900, Rosemont IL, was present on behalf of this application for a recommendation to City Council for a preliminary condominium plan for SPR-2023-033; OPUS Group Condominium, 33100 and 33200 Smith Road.

Mr. Robinson showed the current site plan, comprised of 22 acres with two buildings constructed at the same time. The buildings were substantially complete, with an open house scheduled for next week. It was likely the buildings will be leased at separate times, with sales to separate buyers sometime in the future as well.

Opus Development was requesting to split the site into a condominium development, having worked with local counsel Bill Friedman and with the PEA Engineering Group to establish this plan.

Commissioner Crova asked what the benefits were of having a condominium plan versus splitting the buildings into 2 separate lots.

Engineering Consultant Katers explained that the condominium concept is a development tool that allows for shared areas and shared infrastructure use. In the current instance, the two buildings will be sharing a detention basin. The condominium concept creates an entity that is responsible for the maintenance of the basin. The two parcels will also have shared ingress and egress, and shared stormwater facilities. The condominium concept will give the building owners a way to maintain the infrastructure and finance that maintenance in a way that doesn't have to be policed by the community.

MOTION by Frederick, support by Glotfelty, that based on the comments in the January 17, 2024 Planning Commission Summary Report and those of other departments and agencies, the Planning Commission recommends Preliminary Condominium Plan approval for SPR-2023-033; Opus Group Condominium – Romulus Industrial Park to the City Council, subject to the comments in OHM's letter dated December 5, 2023.

Roll call vote:

Ayes – Frederick, Glotfelty, McAnally, Talon-Jemison, Gbogboade, Crova, Long, and Freitag. Nays – None.

Motion passed 8-0.



December 5, 2023

Carol Maise
City Planner
City of Romulus
12600 Wayne Road
Romulus, MI 48174

RE: Building A&B Romulus Corporation
32250 Smith Road
Condominium Document Review No. 1
OHM Project Number: 0155221040

Dear Ms. Maise:

The applicant, Opus Development Company, is requesting final condominium plan approval for a proposed development located on the north side of Smith Road east of Vining. We have completed our review from an engineering standpoint and offer the following comments.

1. The proposed legal descriptions have been verified for closure.
2. The Exhibit B document grants an easement to the City of Romulus for the ownership and maintenance of the public water main. The water main services, irrigation system, sanitary sewer leads, and storm sewer system are to remain private and the ownership and maintenance responsibility for said systems are outlined in the master deed.
3. The Exhibit B document shall be signed and sealed by the licensed surveyor that oversaw the creation of said document. Please note the Surveyor's Certificate statement is included on sheet 2 of Exhibit B but isn't signed.

We defer further review of the Master Deed and Bylaws to the City Attorney.

Sincerely,
OHM Advisors

A handwritten signature in black ink, appearing to read "Jessica Katers", written over a horizontal line.

Jessica Katers, PE

From: [Steve Hitchcock](#)
To: [Hubbard, Kayla](#); [Shyraw Smith](#)
Cc: [Maise, Carol](#)
Subject: RE: SPR-2023-033; Opus Condominium (33100/33200 Smith Road)
Date: Monday, December 4, 2023 11:56:21 AM

Kayla,

I am fine with the condominium documents. I do not require any changes.

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

From: Hubbard, Kayla <kahubbard@romulusgov.com>
Sent: Monday, December 4, 2023 10:48 AM
To: Steve Hitchcock <sjh@gmhlaw.com>; Shyraw Smith <ssmith@gmhlaw.com>
Subject: RE: SPR-2023-033; Opus Condominium (33100/33200 Smith Road)

Good morning Steve,

I was wondering if you've had a chance to look at the documents for the Opus Condo? Do you need me to resend them?

Kayla Hubbard, Planning Secretary
City of Romulus
Planning Department
12600 Wayne Road
Romulus, MI 48174
(734) 955-4534
kahubbard@romulusgov.com
www.romulusgov.com

From: Hubbard, Kayla
Sent: Thursday, November 2, 2023 1:16 PM
To: Hitchcock, Stephen <sjh@gmhlaw.com>; 'Shyraw Smith' <ssmith@gmhlaw.com>
Subject: RE: SPR-2023-033; Opus Condominium (33100/33200 Smith Road)

Small update on the transmittal, see attached.

Kayla Hubbard, Planning Secretary
City of Romulus
Planning Department
12600 Wayne Road
Romulus, MI 48174
(734) 955-4534
kahubbard@romulusgov.com
www.romulusgov.com

From: Hubbard, Kayla
Sent: Thursday, November 2, 2023 12:57 PM
To: Hitchcock, Stephen <sjh@gmhlaw.com>; Shyraw Smith <ssmith@gmhlaw.com>
Subject: SPR-2023-033; Opus Condominium (33100/33200 Smith Road)

Good afternoon,
Please see attached for review of the Opus Condominium.

Thank you,

Kayla Hubbard, Planning Secretary

City of Romulus

Planning Department

12600 Wayne Road

Romulus, MI 48174

(734) 955-4534

kahubbard@romulusgov.com

www.romulusgov.com

City of Romulus

SITE PLAN REVIEW APPLICATION

RECEIVED

By kahubbard at 12:42 pm, Nov 02, 2023

Planning Department - Dept of Public Services - 12600 Wayne Road, Romulus MI 48174

Phone: (734) 955-4530 - Planning@Romulusgov.com - Romulusgov.com

Applications to the Planning Commission must be administratively reviewed by staff and found "substantially complete" prior to being placed on the Planning Commission agenda. The application must be accompanied by the data specified in the Zoning Ordinance, the Development Review Guidelines and Application, plus the required review fees.

Site Information:

Property Address: 32200/33100 Smith Road, Romulus, MI

Parcel ID#s: 80 038 99 0002 705

80 038 99 0002 705

The property is located on the NORTH/SOUTH/EAST/WEST side of

Smith Road; between

Vining Road & Merriman Road.

Frontage of 980.93 feet and a depth of varies feet.

Total Gross Acreage: 22.70 Total Net Acreage: 22.70

Total Acreage of Development Area: 22.70

Project Description:

Name of Project: Airport Corporate Center

Property Zoning: Conditional Rezoned

Proposed Use: Office/Warehousing

A written description of the **existing** and **proposed uses**, including but not limited to the hours of operation, number of employees on largest shift, number of company vehicles MUST be included on the Site Plan

Is this Use considered a **Special Land Use**? YES/x NO
(if yes a separate application must be filed)

Are there any public roads, alleys or utilities, which must be **vacated** by the City? YES/x NO
(if yes, approval of the vacation must be approved prior to site plan approval)

Project Information: This Section to be filled out by CityCase Number: SPR- **SPR-2023-033**Date Submitted: **11/2/2023**Non-refundable Planning Fee: **\$600**Initial Escrow Fee: **\$1,510**Total Fee: **\$2,110****Project Detail: Check Use:**

☐ Industrial ☐ Commercial ☐ Office
☐ Institutional ☐ Cell Tower/WECS
☒ Condominium
☐ Subdivision Plat - Tentative Preliminary Plat
☐ Subdivision Plat Final Preliminary Plat
☐ Part of PDA
☐ New Construction
☐ Expansion/Modification to Existing Building/Site

Sq. Ft. of Existing Buildings N/aSq. Ft. of Addition/Expansion: Sq. Ft. of Proposed Buildings 274,000 SF TotalNo. of Units/Lots/Buildings Proposed 2No. of Units/Lots/Buildings Existing **Tree and Woodland Information:**

Each Application must comply with Chapter 38 of the Code of Ordinances

Does the site contain regulated trees or woodland area?
YES/x NO

If there are no trees and/or no regulated trees on site then a "No Tree Affidavit" must be submitted with this application signed by a licensed engineer, forester or other qualified individual.

Wayne County Roads:

Does the project require any curb cuts onto any Wayne County roads? YES/x NO

Please contact Wayne County DPS-Permits at 734-595-6504 for a permit application.

Applicant Information:

Name: Opus Development Company
Street: 9700 W Higgins Road
Suite 900
City: Rosemont
State: IL Zip: 60018
Phone: () 847-692-4444
Email/Fax: () Mike.Robinson@opus-group.com

Project Representative:

Name: Same as Applicant
Street: 9700 W Higgins Road
Suite 900
City: Rosemont
State: IL Zip: 60018
Phone: () 847-692-4444
Email/Fax: () Mike.Robinson@opus-group.com

Property Owner Information:

Name: Same as Applicant
Street: 9700 W Higgins Road
Suite 900
City: Rosemont
State: IL Zip: 60018
Phone: () 847-692-4444
Email/Fax: () Mike.Robinson@opus-group.com

Affidavit of Petitioner:

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

<u>Michael Robinson</u>	<u>11/1/23</u>
Print Applicant Name	Date
<u>[Signature]</u>	<u>11/1/23</u>
Signature of Applicant	Date
<u>Michael Robinson</u>	<u>11/1/23</u>
Print Property Owners Name	Date
<u>[Signature]</u>	<u>11/1/23</u>
Signature of Property Owner	Date

Property Restrictions:

Legally binding development constraints such as a Planned Development Agreement, deed restrictions or court rulings may limit the developmental capacity of your site. It is your responsibility to be aware of such restriction.

[Signature]
Applicants Initial

Notary for Applicant:

Subscribed and sworn before me, this 1st day of November 2023. A Notary Public in and for Cook County, Illinois.
[Signature]
(Signature)
Notary Public
My Commission expires 9.15, 2026.

Notary for Property Owner:

Subscribed and sworn before me, this 1st day of November 2023. A Notary Public in and for Cook County, Illinois.
[Signature]
(Signature)
Notary Public
My Commission expires 9.15, 2026.



2022

MASTER DEED

ROMULUS INDUSTRIAL PARK

This Master Deed is made and executed on this ___ day of _____, 2023, by Opus Development Company, L.L.C., a Delaware limited liability company hereinafter referred to as the "Developer," the address of which is 10350 Bren Road West, Minnetonka, Minnesota 55343, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit "A" and the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a business condominium project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Romulus Industrial Park as a Condominium Project under the Act and does declare that Romulus Industrial Park Condominium shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Romulus Industrial Park, Wayne County Condominium Subdivision Plan No. _____. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan. The Project consists of a total of 2 Units. Each Unit has been designed for commercial/industrial use purposes and is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the General Common Elements of the Condominium Project.

ARTICLE II LEGAL DESCRIPTION

Part of the Northwest 1/4 of Section 10, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as:

Commencing at the West 1/4 corner of said Section 10; thence along the West line of said Section 10, as monumented, N01°10'07"W 75.00 feet to the Westerly extension of the North line of Smith Road (150 feet wide); thence along said North line of Smith Road and extension thereof N88°58'01"E 75.00 feet to the Easterly line of proposed Vining Road, as set forth in a deed recorded in Liber 33974, Page 806, Wayne County Records, also being the Point of Beginning; thence along said Easterly line N01°10'07"W 856.03 feet; thence N88°49'53"E 66.50 feet to the approximate centerline of the North Branch of the Ecorse Creek Drain; thence along the approximate centerline of said North Branch of the Ecorse Creek Drain the following three courses: (1) N52°12'18"E 334.10 feet; (2) N64°00'18"E 407.82 feet; (3) N76°51'05"E 208.18 feet; thence S01°01'59"E 1,271.93 feet to said North line of Smith Road; thence along said North line of Smith Road S88°58'01"W 905.39 feet to the Point of Beginning.

ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Romulus Industrial Park Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Romulus Industrial Park Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means Romulus Industrial Park Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium

Section 3. Bylaws. "Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. City. "City" means the City of Romulus.

Section 5. Common Elements. "Common Elements," where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 6. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibit "A" and "B" hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 7. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Romulus Industrial Park Condominium as described above.

Section 8. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" each mean Romulus Industrial Park Condominium as a Condominium Project established in conformity with the Act.

Section 9. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" hereto.

Section 10. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Romulus Industrial Park Condominium Romulus Industrial Park Condominiums a completed Condominium Project and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, shall be recorded in the office of the Wayne County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event that there is no need to modify the terms of the Master Deed or Bylaws and if the only changes required are revisions to the Condominium Subdivision Plan, then there shall be no need to re-record the Master Deed and Bylaws, but any such revisions may be reflected by the recording of an amendment for the purposes of evidencing the locations of Units, Common Elements and utilities as actually built.

Section 11. Construction and Sales Period. "Construction and Sales Period," for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale, or for so long as the Developer is entitled to construct or proposes to construct additional Units, or for so long as the Developer retains its right to exercise convertibility rights pursuant to Article VII hereof, whichever is longer.

Section 12. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner".

Section 13. Developer. "Developer" means Opus Development Company, L.L.C., a Delaware limited liability company, which has made and executed this Master Deed, and its successors and assigns to which Developer has specifically or generally assigned all or some portion of its rights and obligations hereunder as reflected in an instrument or instruments duly recorded in the Office of the Wayne County Register of Deeds. All Development Rights of Developer reserved herein are assignable in writing pursuant to Article XI; provided, however, that conveyance of Units by Developer, including conveyances to a "successor developer" as defined in Section 135 of the Act, shall not serve to assign Developer's Developmental Rights unless the instrument of conveyance or other recorded instrument signed by the Developer expressly so states. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such term is used in the Condominium Documents.

Section 14. Development Rights. "Development Rights" means Developer's right to develop the Condominium as distinguished from Developer's rights as a Unit Owner of one or more Units. Development Rights include, without limitation, all rights arising from the Act or the right to conduct sales operations on the Condominium Premises, the right to amend the Condominium Documents and all easements and similar rights to use the Condominium for purposes related to its development.

Section 15. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are conveyed, or (b) mandatorily within (i) 54 months after the first conveyance of legal or equitable title to a non-developer co-owner of a Unit in the Project, or (ii) 120 days after 75% of all Units which may be created are conveyed, whichever first occurs.

Section 16. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 17. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in Romulus Industrial Park Condominium, as such space may be described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. Units may be subdivided and/or divided into additional units or a separate condominium may be created and placed on top of a Unit. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. The Developer may, but is not obligated to, install any structures whatsoever within the Units or their appurtenant Limited Common Elements, if any.

ARTICLE IV COMMON ELEMENTS

The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements are:

- (a) **Electrical.** The electrical transmission system throughout the Project up to the point of lateral connection for Unit service.
- (b) **Exterior Common Lighting.** The exterior common lighting system throughout the Project, including all electrical transmission lines, lighting fixtures, common meters and related equipment which is not otherwise attached to a Limited Common Element or controlled by a particular Unit.
- (c) **Telecommunications/Telephone.** The telephone or telecommunications system throughout the Project, if and when it may be installed, up to the point of lateral connection for Unit service.
- (d) **Gas.** The gas distribution system throughout the Project up to the point of lateral connection for Unit service.
- (e) **Water.** The water distribution system throughout the Project up to the point of lateral connection for Unit service. If a common lawn irrigation system is installed by Developer, that system, including all related lines, fittings, meters and equipment shall be General Common Elements.

- (f) **Sanitary Sewer.** The sanitary sewer system throughout the Project up to the point of lateral connection for Unit service.
- (g) **Storm Sewer.** The storm sewer system throughout the Project including detention basins.
- (h) **Signage.** All signage identifying the Condominium, but not any signage identifying a single Unit or its occupants. If individual Co-owners are identified on a common sign, each Co-owner shall be allotted such space on the common signage based upon each Unit's relative percentage of value as provided in Article V herein.
- (i) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owner's interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

- (a) **Utility Leads.** All utility leads from the point of lateral connection for Unit service shall be Limited Common Elements appurtenant to the Units which they serve.
- (b) **Signage.** All custom ground mounted signage identifying a single Unit or its occupants.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

- (a) **Units and Limited Common Elements.** It is anticipated that separate structures are constructed or will be constructed within the Units depicted on Exhibit "B" hereto. The cost of and responsibility for design, construction, repair, and replacement of all structures within a Unit and appurtenant Limited Common Elements, subject to the provisions of this Master Deed, shall be borne by the Co-owner of the Unit to which they are appurtenant and/or which surround the Unit. All improvements of any nature located within a Unit shall be constructed, maintained, repaired and replaced by the Co-owner(s) thereof. Co-owners shall maintain their Units and any structures thereon and any Limited Common Elements appurtenant thereto in first-class condition and repair (including the making of all necessary replacements thereto). Failure of any Co-owner to adhere to maintenance and aesthetic standards shall entitle the Association, or other Co-owner, to enter upon such Co-owner's Unit and Limited Common Elements in accordance with the provisions of Article IX, Section 4 of this Master Deed.
- (b) **General Common Elements.** The cost of maintenance repair and replacement of all General Common Elements shall be borne by the by the Co-owners in proportion to the

Percentage of Value for their Unit, as set forth in Article V, subject to any provisions of the Bylaws expressly to the contrary.

- (c) **Utility Systems.** Some or all of the utility lines, systems (including mains and service leads) and equipment and any telecommunications, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and any telecommunications, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's responsibility will be to see to it that telephone, water, electric and natural gas mains are existing or installed within reasonable proximity to, but not necessarily within, the Units.
- (d) **Utility Upgrade.** Unit Co-owners may, at the individual Unit Co-owner's exclusive expense, upgrade any utility within the Project upon approval of the Developer during the Construction and Sales Period and thereafter with the approval of the Association. Upon approval of the upgrade, either by the Developer during the Construction and Sales Period or thereafter with the Association, such upgraded utility shall be a General Common Element as defined herein and shall become the responsibility of the parties as defined in this Section.
- (e) **Use of Units and Common Elements.** No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purpose of the Project or in any manner that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Romulus Industrial Park Condominium as prepared by PEA Group, 1849 Pond Run, Auburn Hills, MI 48326, attached hereto as Exhibit B. Each Unit shall consist of the land located within Unit boundaries as shown on Exhibit B hereto and delineated with heavy outlines together with all appurtenances thereto.

Section 2. Percentage of Value. The percentage of value assigned to each Unit shall be as set forth below. The determination of the percentages of value was made after reviewing the comparative characteristics of each Unit in the Project, including without limitation, market value, square footage, location and allocable expenses of maintenance. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

<u>Unit</u>	<u>Percentage of Value</u>
1	39.8%
2	60.2%

ARTICLE VI
SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed as set forth in Article X.

Section 1. **By Developer.** Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Unit Co-owner or any mortgagee of any Unit to take the following action:

- (a) **Subdivide Units.** Subdivide or resubdivide any Units which it owns, including overlaying a condominium on top of a Unit or Units and in connection therewith to construct building structures, including walls, floors, ceilings, utility conduits, and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements. Such construction shall not adversely affect the structural integrity of the adjacent Units, nor disturb any utility connections serving Units other than temporarily. Such subdivision or resubdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed, or by recording of a Master Deed overlaying the Unit, in the manner provided by law, which amendment(s) shall be prepared by and at the sole discretion of Developer, its successors or assigns.
- (b) **Consolidate Contiguous Units.** Consolidate under single ownership two or more Units. In connection with such consolidation, Developer may alter or remove all or portions of any structures located or existing on the Units to be consolidated, provided that the structural integrity of any adjacent Unit is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.
- (c) **Relocate Boundaries.** Relocate any boundaries between adjoining Units, or other Common Elements not necessary for the reasonable use of adjoining Units. In connection with such relocation, Developer may alter or remove all or portions of any structures located or existing on the Units to be relocated, provided that the structural integrity of any adjacent Unit is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

Section 2. **By Co-owners.** One or more Co-owners may undertake:

- (a) **Subdivision of Units.** Upon receipt of the request of a Co-owner desiring to subdivide his Unit, the president of the Association shall present the request to the Board of Directors for review and, if approved by the Board, the president shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value (if

necessary) in accordance with the Co-owner's request. The president shall be authorized to execute such amendment. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment has been recorded.

- (b) **Relocation of Boundaries.** Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the president of the Association. Upon receipt of such request, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, the president shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyance between or among the Co-owners involved in relocation of boundaries. Such amendment shall also specify a reasonable reallocation between the Condominium Units of the percentage of value and the percentage of votes in the Association. The president shall be authorized to execute such amendment. The Co-owners that request relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective until the amendment has been recorded.

ARTICLE VII CONVERTIBLE AREAS

Section 1. Right to Convert. As of the date this Master Deed is recorded the Developer intends to establish a Condominium Project consisting of 2 Units on the land described in Article II herein. In future recorded amendments to this Master Deed, however, Developer may elect to convert or withdraw from the Project all or some of the Units all of which shall be designated as "convertible area" for so long as they are owned by either of the Developers. Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the Developer reserves the right, in its sole discretion, from time to time, within a period ending no later than six years from the conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, to utilize the convertible area to modify or add Units and/or General or Limited Common Elements appurtenant or geographically proximate to such Units so long as such Units are reasonably compatible with existing Units.

Section 2. Withdrawal of Land. The Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land as may be hereinafter described in any amendment to this Article VII as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted including the area shown on the Condominium Subdivision Plan identified as "convertible area". Developer reserves the right to use any portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but within a period ending no later than six years from the conveyance of legal or equitable title to a non-developer co-owner of a Unit in the Project, to expand the Project as so reduced to include all or any portion of the land so withdrawn. In connection with any land withdrawn from the Condominium Project, the portions of the Project withdrawn shall automatically be granted easements for utility and access purposes through the Condominium Project for the benefit of the land withdrawn.

Section 3. Contraction Not Mandatory. In connection with such convertible area, there is no obligation on the part of the Developer to withdraw from the Condominium all or any portion of the convertible area described in this Article, nor is there any obligation to withdraw portions thereof in any

particular order, nor is there any limit to the number of amendments or modifications that the Developer may undertake with respect to the convertible areas as provided under this Article.

Section 4. Right to Expand Units. In future recorded amendments to this Master Deed, Developer may, from time to time, elect to increase the number of Units in the Project, within a period ending no later than six years from the conveyance of legal or equitable title to a non-developer co-owner of a Unit in the Project, as determined by the Developer in its sole judgment. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project or increase the number of Units beyond three.

ARTICLE VIII OPERATIVE PROVISIONS

Any subdivision, consolidation, conversion, withdraw of land, contraction, or other modification in the Project pursuant to Articles VI & VII above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such subdivision, consolidation, conversion, withdraw of land, contraction or expansion, or other modification of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. Overlaying a Master Deed on top of a Unit shall not result in an increase in the percentages of value, except to the extent determined by the Developer and the precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to (or withdrawn from) the Project by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways, driveways and sidewalks, if any, in the Project to any roadways, driveways and sidewalks that may be located on, or planned for the convertible area(s), as the case may be, and to provide access to any Unit that is located on, or planned for convertible area(s) from the roadways, driveways and sidewalks located in the Project.

Section 3. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development and all Units and Common Elements therein, as established, and that shall express percentages of value pertinent to each Unit as finally readjusted. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. In the event that there is no need to modify the terms of the Master Deed or Bylaws and if the only changes required are revisions to the Condominium Subdivision Plan, then there shall be no need to re-record the Master Deed and Bylaws, but any such revision(s) may be reflected by the recording of an amendment for the purposes of evidencing the locations of Units, Common Elements and utilities as actually built.

Section 4. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Articles VI and VII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

Section 5. Waiver of Limitations. Sections 31(g), 32(c), and 33(c) of the Act limits to six years after the initial recording the Master Deed, the time within which Condominium Project converted and/or contracted as provided in Articles VI and VII above. Inasmuch as this Condominium is a business condominium project that may take considerably longer than six years to develop, the ordinary six-year limitation period is inappropriate for this Project. All Co-owners, mortgages and other persons interested or to become interested in the Condominium from time to time, hereby expressly waive any right which they or any of them, may have under the Act to limit to six years the Developer's exercise of convertibility, expandability and/or contractibility rights as provided in Articles VI and VII. All Co-owners, mortgages and other persons interested or to become interested in the Condominium from time to time, hereby expressly agree that the Developers rights may be exercised by the Developer after the period ending six (6) years after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project.

ARTICLE IX EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings and improvements for the continuing maintenance and repair of all utilities in the Condominium.

Section 2. Easements Retained by Developer.

- (a) Driveway Easements.** The Developer reserves for the benefit of itself, its successor and assigns, and all future owners of the Units to be created in the Condominium or any portions thereof, an easement for the unrestricted use of all roads, driveways, walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the Units or Common Elements in the Condominium.
- (b) Utilities Easements.** The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the Units or any portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains and detention ponds located in the Condominium, including, but not limited to, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the

expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, typing-in, extension or enlargement.

- (c) **Granting Utility Rights to Agencies.** The Developer reserves the right at any time during the Construction and Sale Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgage or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Wayne County Records. All of the Co-owners and mortgages of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 3. Grant of Easement by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, right-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land; subject, however, to the approval of the Developer during the Construction and Sales Period.

Section 4. Easement for Maintenance, Repair and Replacement. The Developer, the Association, the Co-owners, the City and all public or private utility companies shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements as may be necessary to develop, construct, market, access and operate any Units within the land described in Article II hereof, and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of its Unit and all Limited Common Elements appurtenant to its building or other appurtenant Limited Common Elements in a manner and in accordance with the standards set forth in this Master Deed or the Bylaws, to properly and adequately maintain, repair, and replace, or otherwise keep its Unit and Limited Common Elements in the condition required under the Condominium Documents, the Association (and/or the Developer during the Construction and Sales Period) shall have the right and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, repair or replace the exterior Limited Common Elements, all at the expense of the Co-owner of the Unit. The Association shall give a Co-owner written notice at least 10 days in advance of its intention to exercise its rights pursuant to this Section. If the Co-owner to whom such notice is given objects to the action proposed by the Association, the dispute shall be arbitrated by a panel of three arbitrators, one appointed by the Association, one appointed by the Co-owner to whom notice was given and those two arbitrators shall appoint a mutually acceptable third arbitrator. Notwithstanding any provisions herein or in the Bylaws to the contrary, the Association may exercise its rights pursuant to this Section based on a majority vote of the Units, not counting the Units owned or controlled by the Co-owner to whom notice was given. Neither the Developer nor the Association shall be liable to the Co-owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of such rights pursuant to the provisions of this Section or in any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his or her regular assessment next falling due;

further the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines. With respect to the Association rights and obligations hereunder, the Co-owner of Unit 2 shall be entitled to perform said functions, in addition to maintenance of the General Common Elements, as if it were the Association, and charge the Co-owner of Unit 1 for its share of the cost in accordance with Article V.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights on entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna, fiber optic and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law ordinance. Any and all sums paid be any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Developer.

Section 6. Construction Easements. In connection with any construction work to be performed in the development of the Project, temporary easements are hereby reserved for the benefit of the Developer and each Co-owner for encroachments upon the General Common Elements which may occur as a result of the use of ladders, scaffolding, construction equipment and similar facilities and equipment resulting in temporary obstructions of portions of the General Common Elements; provided, however, such temporary easements shall be in effect only during period when actual construction is being performed and such temporary easements shall not be used in a manner that will unreasonably interfere with the use and operation of any Unit. Any Co-owner availing itself of the temporary easement shall promptly pay all costs and expenses associated with such work, shall complete the work as quickly as reasonably possible and shall promptly clean the area and restore and/or repair the affected area to a condition which is equal to or better than the condition which existed prior to the commencement of such work.

ARTICLE X AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagee generally, then such amendments shall require the approval of 66-2/3% of all first mortgagees of record, allocating one vote for each mortgage held.

Section 3. By the Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner or mortgagee consent shall be required as provided above.

Section 4. Change the Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or in the Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer during the Construction and Sales Period and not less than 80% of non-developer Co-owners and 80% of first mortgagees.

Section 6. Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer.

ARTICLE XI ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Wayne County Register of Deeds.

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BY ITS SIGNATURE BELOW AND BY RECORDING OF THIS MASTER DEED THE DEVELOPER ESTABLISHES ROMULUS INDUSTRIAL PARK CONDOMINIUM, as a Condominium under the provisions of the Michigan Condominium Act.

OPUS DEVELOPMENT COMPANY, L.L.C.,
a Delaware limited liability company,

By: _____

Its:

On this ___ day of _____, 2023, the foregoing Master Deed was acknowledged before me by
_____ on behalf of Opus Development Group, L.L.C.

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

NO INTEREST IN REAL ESTATE IS BEING CONVEYED BY THIS MASTER DEED. NO REVENUE STAMPS ARE REQUIRED.

Master Deed drafted by and when recorded return to:

H. William Freeman
Lumberg Freeman Gleeson
Hicks Khalil & Koppelman PLLC
121 W. Long Lake Road
Ste. 250
Bloomfield Hills, MI 48304
248.724.3706

EXHIBIT “A”

ROMULUS INDUSTRIAL PARK

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Romulus Industrial Park, a commercial Condominium Project located in the City of Romulus, Wayne County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the “Association”, organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. In the event that any Unit is subdivided by overlaying a secondary condominium and is managed by an association of co-owners, the president of the association’s board of directors shall represent and act on behalf of the interests of those Unit Co-owners. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

All expenses arising from management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the General Common Elements or the administration of shared expenses for the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the General Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act. In lieu of the Association collecting assessments for all expenses as set forth above, or in the Master Deed, the Co-owner of Unit 2 may pay said expenses and collect a prorated share

therefore from the Co-owner of Unit 1. References in this Article II to the Association may be replaced by the Owner of Unit 2.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

- (a) **Budget; Regular Assessments.** The Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those General Common Elements and shared facilities that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 2(c) below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a non-cumulative basis. Upon adoption of an annual budget by the Association, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget. The annual assessments as so determined and levied shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Association at any time decide, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient (1) to pay the costs of operation and management of the Condominium, (b) to provide replacements of existing General Common Elements, (c) to provide additions to the Common Elements not exceeding \$10,000 annually for the entire Condominium Project, or (2) that an emergency exists, the Association shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Association also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Association to levy assessments pursuant to this subparagraph shall rest solely with the Association for the benefit of the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.
- (b) **Special Assessments.** Special assessments, in addition to those required in subparagraph (a) above, may be made by the Association from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$10,000 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Association) shall not be levied without the prior approval of more than 60% of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.
- (c) **Apportionment of Assessments.** All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in

accordance with each Co-owner's proportionate share of the expenses of administration as provided in Article V, Section 2 of the Master Deed and without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit except as otherwise specifically provided in the Master Deed. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in periodic installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means.

Section 3. Developer's Responsibility for Assessments. During the Construction and Sales Period as defined in Article III, Section 11 of the Master Deed, the Developer of the Condominium, even though a member of the Association, shall not be responsible for payment of the regular monthly Association assessments or for any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments. The Developer, however, shall at all times pay all expenses of maintaining Units that it owns, together with a proportionate share of all current expenses of administration relative thereto which are actually incurred by the Association from time to time. For purposes of the foregoing sentence, the Developer's share of such expenses shall be based upon the sum of the total expenses less the proportionate share of such expenses paid by Unit Co-Owners as set forth herein. The Developer shall in no event be liable for any assessment levied in whole or in part for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to occupied Units owned by the Developer. Any assessments levied by the Association against the Developer for other purposes without the Developer's consent shall be void. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, including any cost of investigating and preparing such litigation or claim or any similar or related costs.

Section 4. Penalties for Default. The payment of an assessment shall be in default if any installment thereof is not paid to the Association in full on or before the due date for such installment. A late charge not to exceed \$250.00 per installment may be assessed automatically by the Association upon each installment in default for ten or more days until paid in full. The Association may, pursuant to Article XVIII, Section 4, or as otherwise provided by the Condominium Document, levy fines for late payment of assessments in addition to such late charge. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follow: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 5. Liens for Unpaid Assessments. Sums assessed to the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges that the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act.

Section 6. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit.

Section 7. Enforcement.

- (a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provision of Article XVIII, Section 4 of these Bylaws. All of these remedies shall be cumulative and not alternative.
- (b) **Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.
- (c) **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the

legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Wayne County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

- (d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

Section 8. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act.

Section 9. Liability of Mortgagee. If the mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage, such person, its successors, and assigns, are not liable for any unpaid assessments chargeable to the Unit that became due prior to the acquisition of title to the Unit by such person except for assessments that have priority over the first mortgage as provided in Section 108 of the Condominium Act.

Section 10. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 11. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 12. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 13. Assessments During Construction. Notwithstanding anything to the contrary contained herein, until such time as a certificate of occupancy has been issued for a particular Unit, Co-owners shall only be responsible for payment of their proportionate share of actual expenses incurred by the Association. Statements from the Association or the Developer setting forth such proportionate share of actual expenses shall be paid within 10 days of receipt or shall be considered delinquent and shall be subject to remedies set forth in this Article.

**ARTICLE III
ARBITRATION AND LITIGATION**

Section 1. Arbitration Among or Between Co-Owners or Co-Owners and the Association.

- (a) **Scope and Election.** Disputes, claims, or grievances arising out of or relating to the interpretation of the application of the Condominium Documents, or any disputes, claims or grievances arising out of disputes among or between Co-owners or between Co-Owners or the Association, shall be submitted to Arbitration upon the election and written consent of the parties to any such disputes, claims or grievances and upon written notice to the Association.
- (b) **Arbitration.** With respect to all arbitration under this Section: (i) judgment of the circuit court of the State of Michigan for the jurisdiction in which the Condominium Project is located may be rendered upon any award pursuant to such arbitration and the parties thereto shall accept the arbitrator's decision as final and binding; (ii) the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration; (iii) the period of limitations prescribed by law for the bringing of a civil action shall apply equally to the requirement or agreement to settle by arbitration; (iv) all costs of arbitration shall be allocated in the manner provided by the arbitration association; (v) the method of appointment of the arbitrator or arbitrators shall be pursuant to rules of the arbitration association; (vi) the arbitration shall proceed according to section 5001 to 5065 of Act No. 236 of the Public Acts of 1961, being sections 600.5001 to 600.5065 of the Michigan Compiled Laws, as amended, which may be supplemented by the rules of the arbitration association, and (vii) the agreement to arbitrate precludes the parties from litigating such claims in the courts.
- (c) **Judicial Relief.** In the absence of the election and written consent of the parties to arbitrate as provided pursuant to Section 1(a) above, no Co-owner or the Association adversely affected by a violation of or failure to comply with the Act or rules promulgated under the Act, or a provision of an agreement or Master Deed shall be precluded from petitioning a court of competent jurisdiction to resolve any dispute, claim or grievances.
- (d) **Election of Remedies.** The election by the parties to submit any dispute, claim, or grievance to arbitration prohibits the parties from petitioning the courts regarding that dispute, claim, or grievance.

Section 2. Arbitration Between the Developer and Co-owner(s) and/or the Association.
By purchase of a Unit, Co-owners agree as follows:

- (a) **Arbitration Between the Developer and Co-owner(s).** With respect to any claim that might be the subject of a civil action between a purchaser, Co-owner, or person occupying a restricted unit under Section 104(b) of the Act and the Developer, which claim involves an amount of Two Thousand Five Hundred Dollars (\$2,500.00) or less and arises out of or relates to the Common Elements of the Project, such claim shall be settled by arbitration at the exclusive option of the purchaser, Co-owner, or person occupying a restricted unit under Section 104(b) of the Act. All other claims may be settled by arbitration at the exclusive option of Developer.

- (b) **Arbitration Between the Developer and the Association.** With respect to any claim that might be the subject of a civil action between the Association and the Developer, which claim arises out of or relates to the Common Elements of the Condominium Project, if the amount of the claim is Ten Thousand Dollars (\$10,000.00) or less such claim shall be settled by arbitration, at the exclusive option of the Association. All other claims may be settled by arbitration at the exclusive option of the Developer.
- (c) **Arbitration.** With respect to all arbitration under this Section: (i) judgment of the circuit court of the State of Michigan for the jurisdiction in which the Condominium Project is located may be rendered upon any award pursuant to such arbitration and the parties thereto shall accept the arbitrator's decision as final and binding; (ii) the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration; (iii) the period of limitations prescribed by law for the bringing of a civil action shall apply equally to the requirement or agreement to settle by arbitration; (iv) all costs of arbitration shall be allocated in the manner provided by the arbitration association; (v) the method of appointment of the arbitrator or arbitrators shall be pursuant to rules of the arbitration association; (vi) the arbitration shall proceed according to section 5001 to 5065 of Act No. 236 of the Public Acts of 1961, being sections 600.5001 to 600.5065 of the Michigan Compiled Laws, as amended, which may be supplemented by the rules of the arbitration association, and (vii) the agreement to arbitrate precludes the parties from litigating such claims in the courts.
- (d) **Section 107 Action by Co-owners.** Nothing in this Section shall, however, prohibit a Co-owner from maintaining an action in court against the Association and its officers and directors to compel these persons to enforce the terms and provisions of the Condominium Documents, nor to prohibit a Co-owner from maintaining an action in court against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

Section 3. Litigation/Arbitration on behalf of Association. Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend, or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action or arbitration (other than one to enforce these Bylaws or to collect delinquent assessments) shall require the approval of a majority of the Co-owners in number and in value, and shall be governed by the requirements of this Section. The requirements of this Section will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the costs of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation through additional or special assessments where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Section. The following procedures and requirements apply to the Associations commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

- (a) **Pre-Litigation/Arbitration Requirements.** Prior to commencing a civil action/arbitration on behalf of the Association, the Board of Directors shall (i) call a special meeting of the Co-owners for the express purpose of evaluating the merits of the

proposed litigation/arbitration ("Litigation Evaluation Meeting"); (ii) at least 10 days prior to the date scheduled for the Litigation Evaluation Meeting, issue a written report to all Co-owners outlining the Board's recommendation that a civil suit/arbitration be filed, such report shall include a full disclosure of all attempts made by the Board to settle the controversy; (iii) present to the Co-owners, prior to or at the Litigation Evaluation Meeting, the Board of Directors' written recommendation of the proposed attorney for the civil action/arbitration. Such recommendation shall include, the name and affiliations of the attorney, the number of years the attorney has practiced law, the name and address of every condominium and homeowner association for which the attorney has filed a civil action/arbitration together with the case number, county, and court in which each action was filed, the attorney's proposed written fee agreement, the attorney's total estimated cost of the civil action through a trial on the merits or conclusion of arbitration, including legal fees, court/arbitration costs, expert witness fees, and all other expenses expected to be incurred, the attorney's written estimate of the amount the Association is likely to recover in the suit/arbitration, net of legal fees, court/arbitration costs, expert witness fees and all other expenses expected to be incurred in the litigation/arbitration, the attorney's billing and payment policies and the litigation attorney's commitment to provide written status reports of the litigation/arbitration, settlement progress and updated cost and recovery estimates no less than every 30 days; (iv) present to the Co-owners prior to or at the Litigation Evaluation Meeting the amount to be specially assessed against each Unit in the Condominium to fund the total estimated cost of the civil action through a trial on the merits or to conclusion of arbitration, in both total and on a monthly per Unit basis.

- (b) **Co-owner Litigation Approval.** At the Litigation Evaluation Meeting, the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action/arbitration and whether the matter should be handled by the attorney proposed by the Board of Directors. The commencement of any civil action/arbitration by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) must be approved by 66 2/3% in number and value of the Co-owners.
- (c) **Litigation Assessment.** All fees estimated to be incurred in pursuit of any civil action/arbitration subject to paragraph (a) above shall be paid only by special assessment of the Co-owners, which special assessment must be approved at the Litigation Evaluation Meeting. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months. If at any time during the course of action, the Board of Directors determines that the approved special litigation assessment is inaccurate or requires revision, the Board of Directors shall immediately prepare a revised estimate of the total cost of litigation/arbitration. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation/arbitration, and to allow the Co-owners to vote on whether to continue the civil action/arbitration and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as the Litigation Evaluation Meeting.
- (d) **Independent Expert Opinion.** If the lawsuit/arbitration relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion, the Board of Directors shall conduct its own investigation as to the qualification

of any expert and shall not retain any expert recommended by the litigation/arbitration attorney or any other attorney with whom the Board of Directors consults concerning the lawsuit/arbitration. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the Litigation Evaluation Meeting.

- (e) **Litigation Review Meetings.** The Board of Directors shall meet monthly during the course of any civil action/arbitration to discuss and review: (i) the status of the litigation/arbitration; (ii) the status of settlement efforts, if any; and (iii) the attorney's written report. In addition, a copy of the minutes from the Litigation Review Meeting, together with a copy of any reports submitted to the Board of Directors, shall be mailed to each Co-owner within 30 days of each Litigation Review Meeting.
- (f) **Disclosure of Litigation Expenses.** The litigation/arbitration expenses, including attorney's fees, court costs, expert witness fees and all other expenses of any civil action/arbitration filed by the Association shall be fully disclosed to Co-owners in the Association's annual budget. In addition, litigation/arbitration expenses shall be made reasonably available for Co-owner review on written request of a Co-owner.

ARTICLE IV INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate given the nature of the General Common Elements of the Condominium, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the General Common elements, together with such other insurance as the Board of Directors deems advisable with respect to the General Common Elements and such other insurance required under the Master Deed with respect to the General Commons Elements, and all such insurance shall be carried and administered in accordance with the following provisions:

- (a) **Responsibilities of Association.** All such insurance shall be purchased by the Association for the benefit of the Association, and the Owners and Occupants and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Owners. Copies of all such insurance policies or certificates evidencing the existence thereof shall be available for inspection and copying by Co-owners and Eligible Tenants during normal business hours and upon reasonable prior notice.
- (b) **Amount of Insurance on General Common Elements.** All General Common Elements of the Condominium shall be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, in an amount equal to the appropriate percentage of maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

- (c) **Liability Insurance.** The Association shall obtain and maintain at all times public liability insurance insuring against claims on account of death, bodily injury, or property damages that may arise from or be occasioned by the condition, use, or occupancy of all General Common Elements. The Association's insurance shall be obtained and maintained with a financially responsible insurance company or companies licensed in Michigan, with a minimum Best's rating of A:VIII, such insurance to provide for a combined single limit of not less than Two Million Dollars (\$2,000,000.00). Additionally, at a minimum such insurance: (i) shall provide coverage on an occurrence basis; (ii) shall provide that the policy may not be canceled or materially reduced in amount or coverage without at least thirty (30) days prior written notice by the insurer to the Co-owners; (iii) shall include all Owners and their mortgagees as additional insured; (iv) shall provide for severability of interests; and (v) shall provide that an act or omission of one of the insureds or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other additional insureds or the insured, respectively.
- (d) **Premium Expenses.** All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.
- (e) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and promptly distributed to the Association and the Co-owner and their Mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair, replacement or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Condominium.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit, shall be deemed to appoint the Association as the Co-owner's true and lawful attorney-in-fact to act in connection with all matter concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the General Common Elements, with such insurer as may, from time to time, be designated to provide such insurance for the Condominium. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees as their interest may appear (subject always to the condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibilities of Co-owners.

(a) **Insurance.**

- (i) **Casualty Loss Insurance.** Each Co-owner shall obtain or cause to be obtained fire and extended coverage and vandalism and malicious mischief insurance for all Limited Common Elements appurtenant to its Unit and all improvements located within its Unit, if any, together with all improvements therein. All such

insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs.

- (ii) **Liability Insurance.** Each Co-owner also shall be obligated to obtain or cause to be obtained insurance coverage for its personal liability for occurrences within or on its Limited Common Elements, its Unit and improvements thereto. All liability insurance policies shall name all Co-owners, their mortgagees and at the request of the Association, the Occupants of the Condominium, as a group with initial policy limits of not less than \$2,000,000 for any single occurrence, but such minimum may be increased from time to time by agreement of a majority of the Board of Directors of the Association.

- (b) **Certificates of Insurance; Failure to Obtain Insurance or Provide Certificate.** Each Co-owner shall deliver certificates of insurance to the Association, as provided above from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner under this Section 3. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence hereof to the Association, the Association may obtain such insurance on behalf of such Co-owner, and the premiums therefor shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner the Association assessments may be collected in accordance with Article II hereof. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so. All insurance required to be obtained and maintained herewith by each Co-owner shall, be obtained and maintained with a financially sound insurance company or companies authorized to do business in the State of Michigan rated by Best Insurance Reports not less than A: VIII.

Section 4. Waiver of Right of Subrogation. The Association and all Owners shall use commercially reasonable efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 5. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claims arising out of an occurrence on or within such individual Co-owner's Unit or Limited Common Elements and each Co-owner shall carry such insurance to secure this indemnity if so required by the Association (of the Developer during the Construction and Sales Period). This Section 5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner.

ARTICLE V RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

- (a) **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired by the Association unless all of the Co-

owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary.

- (b) **Unit or Limited Common Element.** In the event any of the Unit or the improvements to a Unit or the Unit's appurtenant Limited Common Elements are damaged by fire or other casualty (whether insured or not), the Co-owner of such Unit shall promptly remove the debris resulting from such event and provide a sightly barrier and within forty-five (45) days after delivery of the notice provided for in this subparagraph and shall either: (i) commence to and diligently complete repair and restoration of the building improvements so damaged, such repair or restoration to be performed in accordance with all provisions of this Master Deed; (ii) commence to and diligently complete erection of other building improvements in such location, provided provisions of this Master Deed are complied with; or (iii) demolish the damaged portion or all of such building improvements and have restored the area to a safe, sightly and secure condition consisting of landscaping or paving done in a fashion that will maintain the first class appearance of the Project. A Co-owner shall have the option to choose which of the foregoing alternatives to perform, but the Co-owner shall be obligated to perform one of such alternatives. A Co-owner shall give notice to the Association and all other Owners within thirty (30) days from the date of such casualty of which alternative it elects, provided, however, that due allowance for delivery of such notice shall be made for collection of insurance proceeds; provided, however, a Co-owner may rescind such election and choose another of the foregoing alternatives at any time or times after its initial election. If any such Unit is to be leased to a third party, the Co-owner shall remain responsible for such restoration or razing if not performed by the occupant, notwithstanding the terms of any such lease.

Section 2. Repair in Accordance with Master Deed. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and plans and specifications approved by the local municipality, the Association (if and to the extent required by the Condominium Documents) and the Developer. The Association and Developer shall be deemed to have approved a Co-owner's plans and specifications if they comport entirely with the structure as it existed immediately prior to the occurrence causing the damage and such plans and specifications were previously approved by the Association and Developer, as applicable.

Section 3. Association Responsibility for Repair. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost or repair.

Section 4. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

- (a) **Taking of Unit or Appurtenant Limited Common Element.** In the event of any taking by eminent domain, of all or any portion of a Unit, any Limited Common Elements appurtenant thereto or the land thereunder, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is

taken by eminent domain, such Co-owner and its mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

- (b) **Taking of General Common Elements.** If there is any taking of any portion of the General Common elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the General Commons Elements.
- (c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after a taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Units based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owners.
- (d) **Applicability of the Act.** To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 5. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner, or any other person, priority over any rights of first mortgagees of Condominium Units pursuant to its mortgage with respect to such Unit in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or taking of Units and/or Common Elements, if applicable.

Section 6. Notification of Mortgagees. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the units in the Condominium.

ARTICLE VI RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. General Use of Units. Units in the Condominium may be used for any purpose as permitted pursuant to the current or future zoning classification of the Project as established by the City of Romulus or as otherwise permitted in the governmental jurisdiction where the Unit is located and the Common Elements and Limited Common Elements shall be used only for purposes consistent therewith.

Section 2. Prohibited Uses. Except in connection with the construction, maintenance, repair, replacement and renovation of improvement to Units, no use, activity or operation, will be made, conducted or permitted on or with respect to all or any part of the Project, which use or operation is obnoxious to, or out of harmony with, the development or operation of the Project.

Section 3. Leasing and Rental. A Co-owner (including the Developer) may lease its Unit and improvements thereon or portions thereof for the purposes set forth in Section 1 of this Article VI without notice to or consent from any Co-owner or other person interested in the Project or the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. All Co-owners, including the Developer, waive their right as members of the Association to receive from any Co-owner notice of its intent to lease its Unit and a copy of the proposed lease form, as provided in Section 112 of the Act. A Co-owner that leases its Unit shall notify the Association of the name and address of the tenant under such lease.

Section 4. General Architectural Control. Except for improvements to the interior of buildings, no building, structure or other improvement shall be constructed upon a Unit or elsewhere within the Condominium nor shall any exterior modification be made to any Unit, buildings, structures of improvements, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, unless plans and specification therefor, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer. The required detail shall include, but not be limited to, the nature, kind, shape, height, materials, color, scheme, location and approximate cost of the proposed structure of improvement and the grading or landscaping plan of the area affected. Developer's rights and powers under this Section include, but are not limited to the following: (a) all of the individual buildings to be located upon a Unit shall be constructed using materials approved by Developer ("Approved Materials"), in a manner which provides for an integrated and consistent architectural appearance, including, without limitation, architectural detailing; (b) all exterior materials and elevations shall be Approved Materials and be compatible with the other structures and buildings located within the Condominium; and (c) all elevations shall be subject to the prior written approval of Developer. Construction of any building or other improvements upon a Unit must be in conformance with the terms and provisions of the Master Deed and must also receive any necessary approvals from the local public authority. The Developer shall have the sole and unfettered discretion to refuse to approve any such plans or specifications, or grading or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. The Developer may, in its sole discretion, assign in whole or in part, to any person or entity with an interest in the Project, the rights reserved to Developer in this Section. Such assignment shall become effective upon recording with the Wayne County Register of Deeds.

Section 5. Activities. No unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements, anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved.

Section 6. Aesthetics. The General Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. No unsightly condition shall be maintained on any Unit. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the General Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 7. Signage. Signage visible from the General Common Elements must be approved by the Developer. If local ordinances limit the amount of signage available for individual Units or tenants therein, the Co-owners shall share the sign allocation based upon Unit square footage. After the Construction and Sales Period, signage shall be permitted in accordance with rules and limitations established by the Association as provided in Section 8.

Section 8. Rules and Regulations. It is intended that the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by the Association, including the period of time prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 9. Right of Access of Association. Subject to the rights of occupants and the other provisions of the Condominium Documents, the Association or its duly authorized agents shall have access to each Unit, improvements thereon and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon reasonable advance written notice (other than in the case of an emergency) to the Co-owner thereof, for the purpose of inspecting the Condominium Project and taking whatever corrective action may be deemed necessary or proper by the Board of Directors consistent with the provisions of these Bylaws, including providing necessary repairs or maintenance of Common Elements, inspecting and reading of any special utility metering devices and correcting any emergency originating in or threatening the Units or improvements thereon; but the Association shall have no duty or obligation should it fail to do so. Subject to the foregoing and other provisions in the Master Deed and these Bylaws, each Co-owner shall be entitled to exclusive occupancy and control over its Unit, all improvements therein and all Limited Common Elements appurtenant thereto.

Section 10. Co-owner Maintenance. Each Co-owner shall maintain his Unit, improvements thereon and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the General Common Elements including, but not limited to, the telephone, water, gas, electrical or other utility mains and systems and any other common Elements which may affect any other Unit.

Section 11. Non-Co-owner Compliance. All non-Co-owner occupants of or visitors to any Unit shall comply with all of the terms and conditions of the Condominium Documents and the provisions of the Act. If the Association determines that a non-Co-owner occupant or visitor has failed to comply with the conditions of the Condominium documents, or the provisions of the Act, the Association may take the following action; (i) the Association shall advise the appropriate Co-owner by certified mail of the alleged violation by a person occupying or visiting the Unit, and the Co-owner shall have seven (7) days after receipt of the notice to investigate and correct the alleged breach or advise the Association the alleged violation has not occurred (ii) if after seven (7) days the Association believes that the alleged breach has not been cured or may be repeated, it may institute on its behalf, or derivatively by the Developer on behalf of the Association if it is under the control of the Developer, an action for eviction against the non-Co-owner occupant or visitor and, simultaneously, for money damages, including attorney fees and costs, against the Co-owner and non-Co-owner occupant or visitor for breach of the conditions of the Condominium Documents or of the Act. If the violation is determined to be of an emergency nature, the Association may apply to the appropriate court for, and obtain injunctive relief, in addition to any other remedies including money damages as above.

Section 11. Reserved Rights of Developer.

- (a) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period in connection with the Developer's sales, leasing and construction activities, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Nothing contained herein shall be construed to permit the Developer to conduct business in the Condominium in contravention of Section 1 of this Article. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain for sale and for lease signs in Units owned by the Developer, a construction office, storage areas and reasonable parking incident to the foregoing in areas which do not unreasonably interfere with the appearance and operation of the Condominium as a first-class project, or of any of the Units, and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer or Units owned by Developer; and may continue to do so during the entire Construction and Sales period. Developer shall restore the areas so utilized to substantially the same status prior to its use by Developer upon termination of use.
- (b) **Enforcement of Bylaws.** The Condominium Project shall at all times be maintained in a manner consistent with other developments of comparable size and character in the general geographic area of the Project for the benefit of the Co-owners and all persons interest in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then, during the Construction and Sales Period, Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any General Common Elements and to charge the cost thereof to the Association as an expense of administration.
- (c) **Waiver.** During the Construction and Sales Period, the Developer, and thereafter the Association, may waive the restrictions contained herein if it reasonably determines that the harmony and appearance of the community and Project will not be adversely affected thereby.

Section 12. Use of Shared Facilities. Sidewalks, landscaped areas, driveways, roads, parking areas and entrances shall not be obstructed nor shall they be used for purposes other than those for which they are reasonably and obviously intended.

ARTICLE VII MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the co-owner of such Unit. If a Co-owner fails to provide the information required in this section the Association may charge the Co-owner for any costs it incurs in collecting the information for its records and the cost incurred may be collected from the Co-owner in the same manner as assessments are collected under the Bylaws.

Section 2. Insurance. If requested, the Association shall notify each mortgagee appearing in said book of the name of each company, if any, insuring the Condominium and the amounts of such coverage.

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII VOTING

Section 1. Vote. Each Co-owner shall be entitled to one vote for each Condominium Unit owned.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communication from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of 51% of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority herein above set forth of designated voting representatives

present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Association. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% of the Units that may be created in Romulus Industrial Park have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of member. The date, time and place of such meeting shall be set by the Association, and at least 10 days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include the Condominium.

Section 3. Annual Meeting. Annual meetings of members of the Association shall be held each year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Association; provided, however, that the second annual meeting shall not be held sooner than eight months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a board of directors in accordance with the requirements of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the president to call a special meeting of the Co-owners as directed by resolution of the Association or upon a petition signed by 1/3 of the Co-owners presented to the secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the secretary (or other Association officer in the secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called with notice to all Co-Owners.

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing directors or officers); (g) election of directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be president, vice president, secretary and treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) a number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the president or secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of two members, one from each Unit. Directors shall serve without compensation.

Sections 2. Selection of Directors. Each Co-owner shall be entitled to vote for one director of the Association. Directors shall serve for one-year terms extending between each annual meeting.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

- (a) To manage and administer the affairs of and to maintain the General Common Elements.
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild General Common Elements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the General Common Elements.
- (f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) owned by the Association, on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 66 2/3% of the members of the Association.
- (h) To make Rules and Regulations in accordance with Article VI of these Bylaws.
- (i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the General Common Elements and to delegate to such committees any functions or responsibilities that are not by law or the Condominium Documents required to be performed by the Board.
- (j) To enforce the provisions of the Condominium Documents.

Section 5. Management Agreement. The Board of Directors may enter into a management agreement (the "Management Agreement") with a management company to supervise, operate, manage, repair, replace, and maintain the General Common Elements, including without limitation, the parking areas, interior drives and lanes, curb cuts, entrances, exits, sidewalks, landscaped areas, lighting facilities, common utility and drainage facilities, and any other areas and facilities, intended for and available for the common use of all the Co-owners, and to keep in good repair and in a safe, sound, and functional condition, free from refuse, rubbish, and dirt, in conformity with all governmental regulations and

consistent with the standard of office parks of comparable size and character in the general geographic area of the project. No such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors shall be filled by vote of the Co-owner of the Unit represented. Each person so selected shall be a Director until a successor is selected at the next annual meeting of the Association.

Section 7. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days and at such place as shall be fixed by the Directors, upon selection of at least 2 Directors. No notice shall be necessary to the newly selected Directors to legally constitute such meeting, provided a majority of the whole Board shall be present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph, at least 10 business days prior to the date named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on 10 days' notice to each Directors, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of any Director.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purposes of determining a quorum.

Section 12. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 13. Civil Actions. The Association has the authority to commence civil actions on behalf of the Co-owners subject to the provisions of Article III of these Bylaws.

ARTICLE XI OFFICERS

Section 1. Officers. The principal officers of the Association shall be a president, who shall be a member of the board of directors, a vice president, a secretary and a treasurer. The directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary. Any two offices except that of president and vice president may be held by one person.

- (a) **President.** The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the board of directors. He shall have all of the general powers and duties which are usually vested in the office of the president of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.
- (b) **Vice President.** The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor vice president is able to act, the board of directors shall appoint some other member of the board to do so on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed upon him by the board of directors.
- (c) **Secretary.** The secretary shall keep the minutes of all meetings of the board of directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the board of directors may direct; and he shall, in general, perform all duties incident to the office of the secretary.
- (d) **Treasurer.** The treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the board of directors.

Section 2. Election. The officers of the Association shall be elected annually by the board of directors at the organizational meeting of each new board and shall hold office at the pleasure of the board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the board of directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the board of directors, or at any special meeting of the board called for such purpose. No such removal action may be taken, however unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the board of directors.

ARTICLE XII SEAL

The Association may (but need not) have a seal. If the board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XIII FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the directors. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Association from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XIV INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except for willful and wanton misconduct, gross negligence, or as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification, the indemnification herein shall apply only if the Association (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or

officer may be untitled. At least ten days prior to payment of any indemnification which it has approved, the Association shall notify all Co-owners thereof. Further, the Association is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XV AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Association acting upon the vote of the majority of the directors or may be proposed by 1/3 or more of the Co-owners by instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than a majority of all Co-owners. No consent of mortgages shall be required to amend these Bylaws unless such amendment does not materially alter or change the rights of such mortgages, in which event the approval of any mortgages so affected shall be required.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

Section 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Wayne County Register of Deeds.

Section 6. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

Section 7. Developer's Consent. During the Construction and Sales Period, no amendment shall be effective without the written consent of the Developer.

ARTICLE XVI COMPLIANCE

The Association and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVII DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE XVIII REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. If any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorney's fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association of monetary fines for such violations in accordance with Article XIX of these Bylaws.

Section 5. Non-waiver of Rights. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against

any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XIX ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. Procedures. Upon any such violation being alleged by the Association, the following procedures will be followed:

- (a) **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.
- (b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Association and offer evidence in defense of the alleged violation. The appearance before the Association shall be at its next scheduled meeting, but no event shall the Co-owner be required to appear less than ten days from the date of the notice.
- (c) **Default.** Failure to respond to the notice of violation constitutes a default.
- (d) **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Association shall, by majority vote of a quorum of the board, decide whether a violation has occurred. The Association's decision's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Association as recited above, the following fines shall be levied:

- (a) **First Violation.** No fine shall be levied.
- (b) **Second Violation.** Five Hundred Dollar (\$500.00) fine.
- (c) **Third Violation.** One Thousand Dollar (\$1,000.00) fine.
- (d) **Forth Violation and Subsequent Violations.** Two Thousand Dollar (\$2,000.00) fine.

Each month in which a violation occurs shall be deemed a separate violation for which a fine may be levied.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assured against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitations, those described in Article II and Article XVIII of the Bylaws.

ARTICLE XX RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in Article III of the Master Deed unless otherwise specified. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be constructed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXI SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

WAYNE COUNTY CONDOMINIUM SUBDIVISION
PLAN NO. _____
EXHIBIT "B" TO THE MASTER DEED OF

ROMULUS INDUSTRIAL PARK

CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN.

LEGAL DESCRIPTION:

Part of the Northwest 1/4 of Section 10, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as:

Commencing at the West 1/4 corner of said Section 10; thence along the West line of said Section 10, as monumented, N01°10'07"W 75.00 feet to the Westerly extension of the North line of Smith Road (150 feet wide); thence along said North line of Smith Road and extension thereof N88°58'01"E 75.00 feet to the Easterly line of proposed Vining Road, as set forth in a deed recorded in Liber 33974, Page 806, Wayne County Records, also being the Point of Beginning; thence along said Easterly line N01°10'07"W 856.03 feet; thence N88°49'53"E 66.50 feet to the approximate centerline of the North Branch of the Ecorse Creek Drain; thence along the approximate centerline of said North Branch of the Ecorse Creek Drain the following three courses: (1) N52°12'18"E 334.10 feet; (2) N64°00'18"E 407.82 feet; (3) N76°51'05"E 208.18 feet; thence S01°01'59"E 1,271.93 feet to said North line of Smith Road; thence along said North line of Smith Road S88°58'01"W 905.39 feet to the Point of Beginning.

ATTENTION: WAYNE COUNTY REGISTER OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE SHOWN PROPERLY IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE SHOWN ON SHEET NO. 2.

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

INDEX OF DRAWINGS

- 1. COVER SHEET
- 2. SURVEY PLAN
- 3. FLOODPLAIN PLAN
- 4. SITE PLAN
- 5. UTILITY PLAN
- 6. EASEMENT PLAN - WATER MAIN
- 7. SHARED AGREEMENT COMMON ELEMENT PLAN
- 8. SHARED AGREEMENT COMMON ELEMENT - STORM

SURVEYOR AND PREPARER

PEA GROUP
1849 POND RUN
AUBURN HILLS, MI 48326

DEVELOPER

OPUS DEVELOPMENT
COMPANY, LLC
10350 BREN ROAD WEST
MINNETONKA, MN 55343

PROJECT TITLE

ROMULUS INDUSTRIAL PARK

DATE:

JUNE 23, 2023

DRAWING TITLE

COVER SHEET

PEA GROUP

t: 844.813.2949
1849 Pond Run
Auburn Hills, MI 48326
www.peagroup.com

PEA JOB NO.

2019-435B

P.M.

JBT

DN.

EH

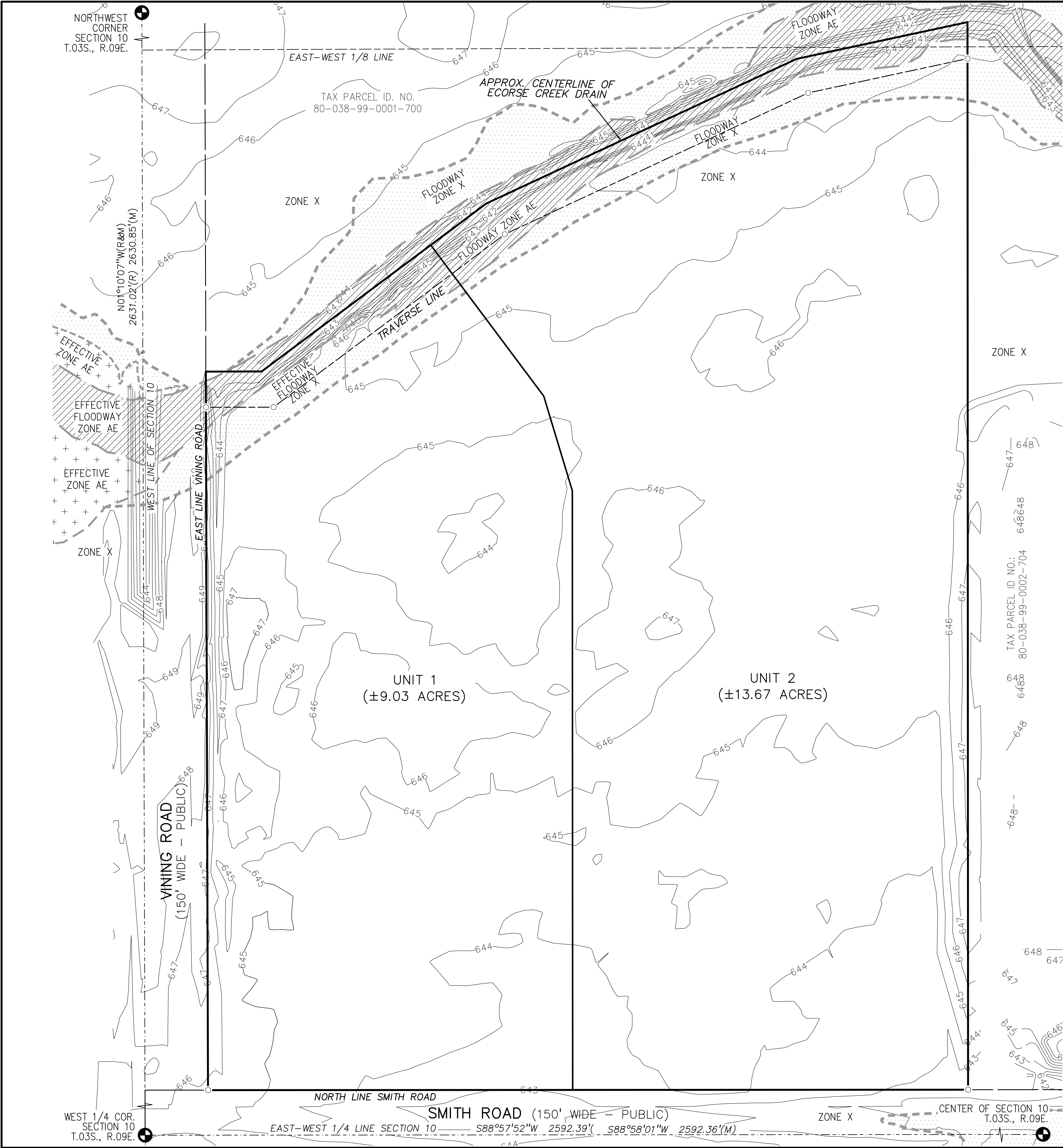
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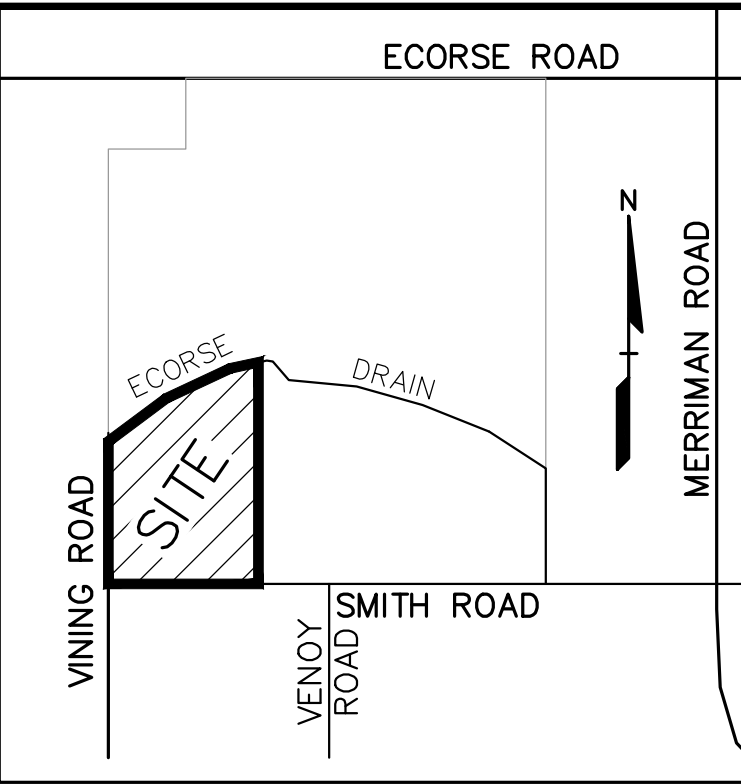
DRAWING NUMBER:

1

PROPOSED DATED JUNE 23, 2023

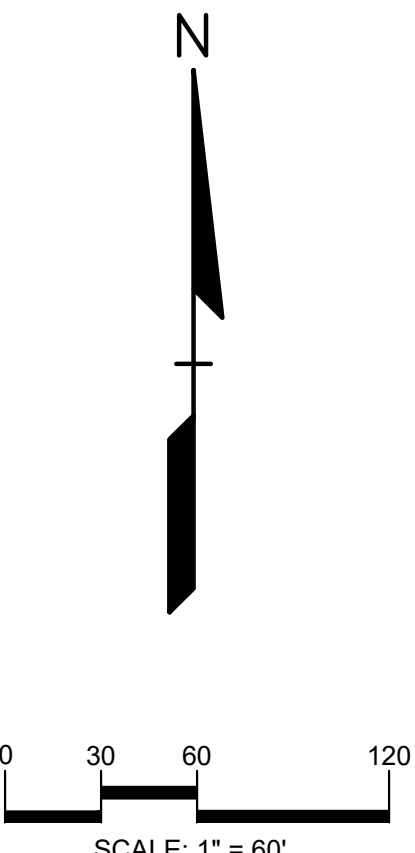


- NOTES:
1. BASIS OF BEARING: EAST LINE OF PROPOSED VINING ROAD PER DEED RECORDED IN LIBER 33974, PAGE 806, WAYNE COUNTY RECORDS.
 2. THE AREA OF THE PARCEL IS 22.70 ACRES.



LEGEND:

- SECTION CORNER FOUND
- MONUMENT SET – 1/2" DIAMETER STEEL ROD, 36" LONG, ENCASED IN A 4" CONCRETE CYLINDER
- MONUMENT FOUND – SEE LOCATION AS SHOWN FOR SPECIFIC SIZING
- IRON BAR (IB) FOUND – SEE LOCATION AS SHOWN FOR SPECIFIC SIZING



FLOODPLAIN:
Per Flood Insurance Rate Map Numbers 26163C0240F & 26163C0376F, dated December 3, 2013, REVISED TO REFLECT LOMR EFFECTIVE: JANUARY 8, 2016.

BY GRAPHICAL PLOTTING, THE SITE LIES WITHIN:

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD
The 1% annual chance flood (100 year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

OTHER FLOOD AREAS
ZONE X – Area of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS
ZONE X – Area to be determined outside of the 0.2% annual chance floodplain.

PROJECT TITLE
ROMULUS INDUSTRIAL PARK

DATE:
JUNE 23, 2023

DRAWING TITLE
FLOODPLAIN PLAN

PEA GROUP
t: 844.813.2949
1849 Pond Run
Auburn Hills, MI 48326
www.peagroup.com

PEA JOB NO. 2019-435B

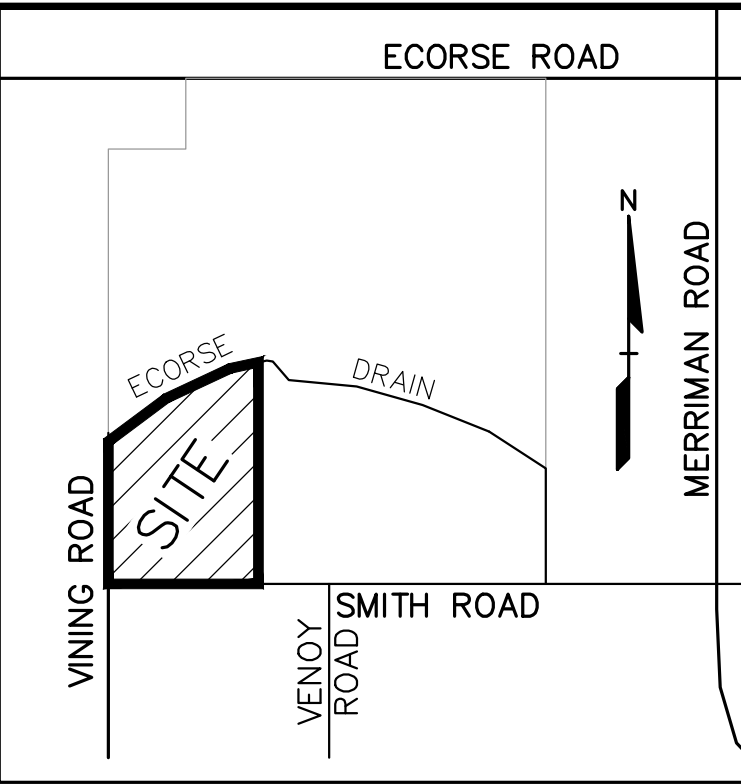
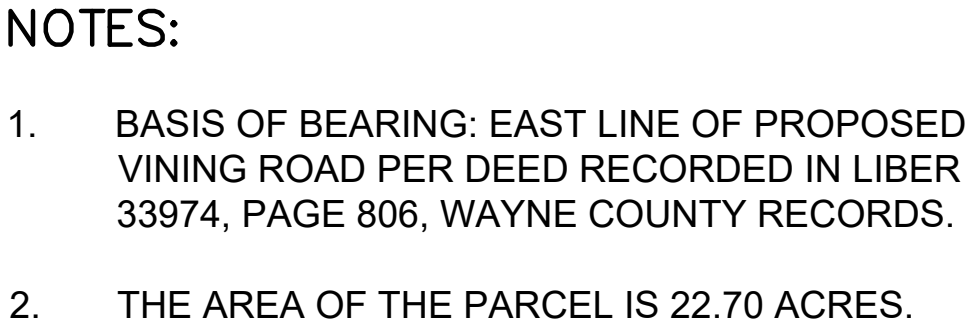
P.M. JBT

SUR. KTR

DN. EH

DRAWING NUMBER:
3

PROPOSED DATED JUNE 23, 2023

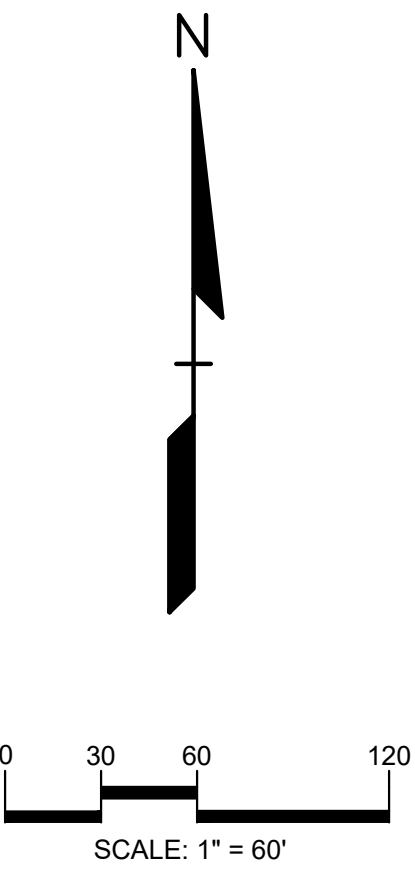


LOCATION MAP - NOT TO SCALE

LEGEND:

- SECTION CORNER FOUND
MONUMENT SET - 1/2"
DIAMETER STEEL ROD, 36"
LONG, ENCASED IN A 4"
CONCRETE CYLINDER
COORDINATE POINT NUMBER

Point Table		
Point #	Northing	Easting
1	10000.007	10000.010
2	10046.740	12591.940
3	12630.299	9946.345
4	10076.337	10073.458
5	10889.695	10056.867
6	10891.339	10137.415
7	11102.014	10409.065
8	11276.736	10767.377
9	11320.930	10956.565
10	10092.661	10978.714
11	10084.169	10507.788
12	10797.853	10494.918
13	10910.191	10458.866
14	11054.088	10347.268



PROJECT TITLE

ROMULUS INDUSTRIAL PARK

DATE:
JUNE 23, 2023

DRAWING TITLE

SITE PLAN

PEA
GROUP

t: 844.813.2949
1849 Pond Run
Auburn Hills, MI 48326
www.peagroup.com

PEA JOB NO. 2019-435B

P.M. JBT

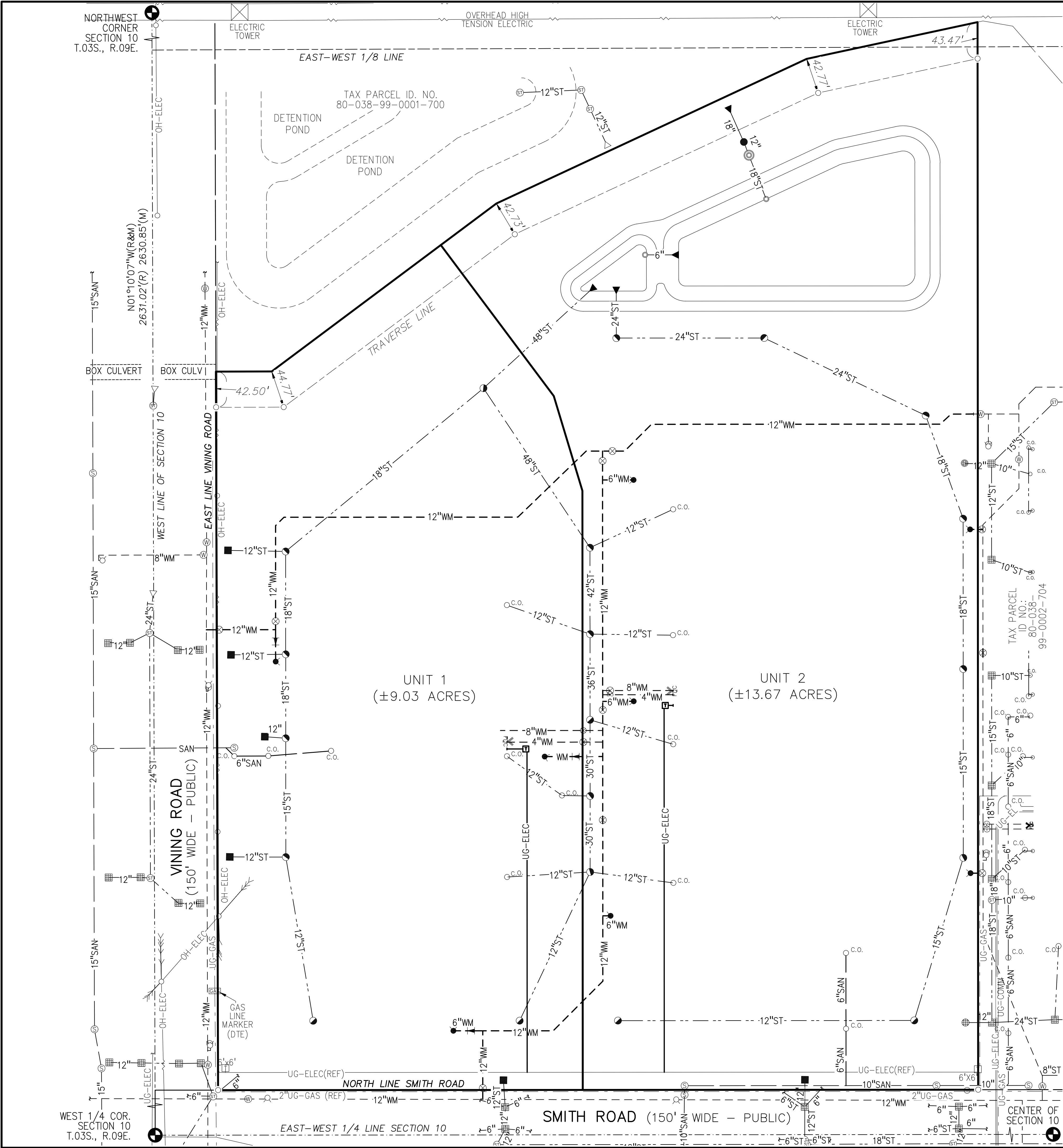
SUR. KTR

DN.	EH
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DRAWING NUMBER:

PROPOSED DATED JUNE 23, 2023

4



UTILITY NOTES:

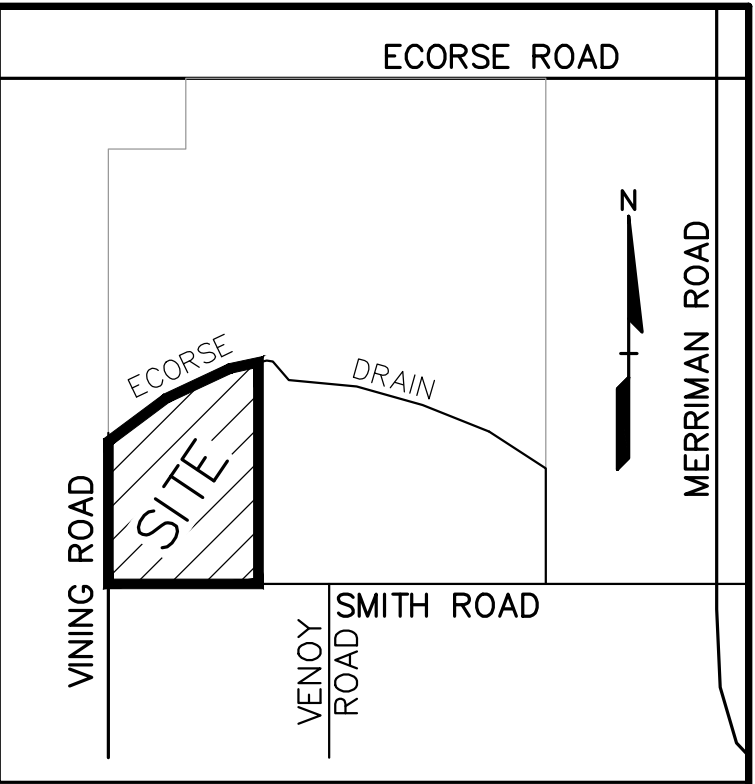
- ALL UTILITY MAIN IMPROVEMENTS ON THIS SHEET "MUST BE BUILT". ALL OTHER IMPROVEMENTS ON THIS SHEET, INCLUDING ANY UTILITY SERVICE LEADS, "NEED NOT BE BUILT".
- ALL UNITS TO BE SERVICED WITH PRIVATE SANITARY & STORM SEWER OWNED & MAINTAINED BY THE DEVELOPER AND WITH PUBLIC WATER MAIN OWNED & MAINTAINED BY THE CITY OF ROMULUS.
- ALL UNITS TO BE SERVICED WITH CABLE TV, GAS, PHONE AND ELECTRIC. THE PROVIDER OF THESE SERVICES HAS NOT BEEN DETERMINED AS OF THIS DATE.
- THE LOCATION OF ALL PROPOSED UTILITIES ARE APPROXIMATE. UTILITY LOCATIONS & INFORMATION ARE PER APPROVED CONSTRUCTION PLANS BY PEA GROUP, LAST REVISED 06-05-2023.

LEGEND

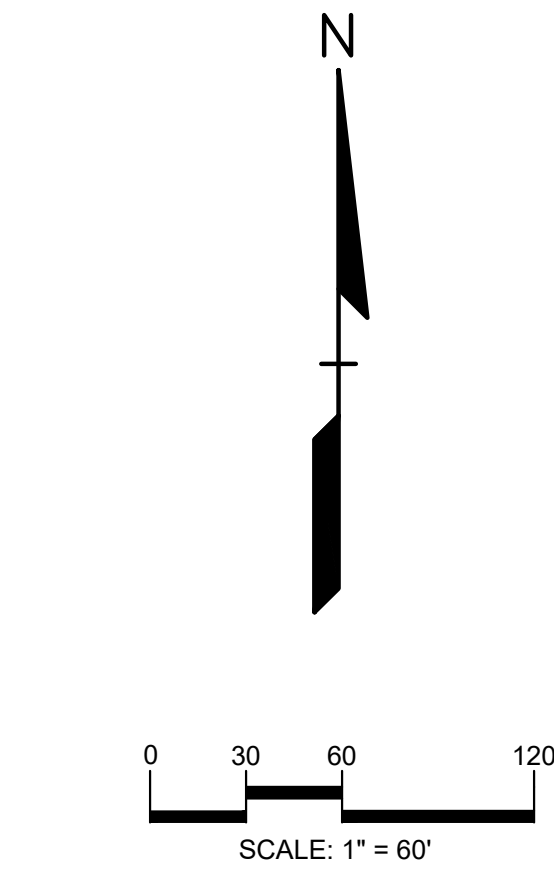
EXISTING	
	WATERMAIN, HYD., GATE VALVE, TAPPING SLEEVE & VALVE
	SANITARY SEWER, CLEANOUT & MANHOLE
	STORM SEWER, CLEANOUT & MANHOLE
	FIRE DEPARTMENT CONNECTION, PHONE BOX, END SECTION, CATCH BASINS
	OVERHEAD WIRES, TRASFORMER POLE, POWER LIGHT POLE, GUY WIRE
	GAS LINE, GAS LINE MARKER, COMMUNICATION MANHOLE, ELECTRIC MANHOLE

LEGEND:

- SECTION CORNER FOUND
- MONUMENT SET - 1/2" DIAMETER STEEL ROD, 36" LONG, ENCASED IN A 4" CONCRETE CYLINDER



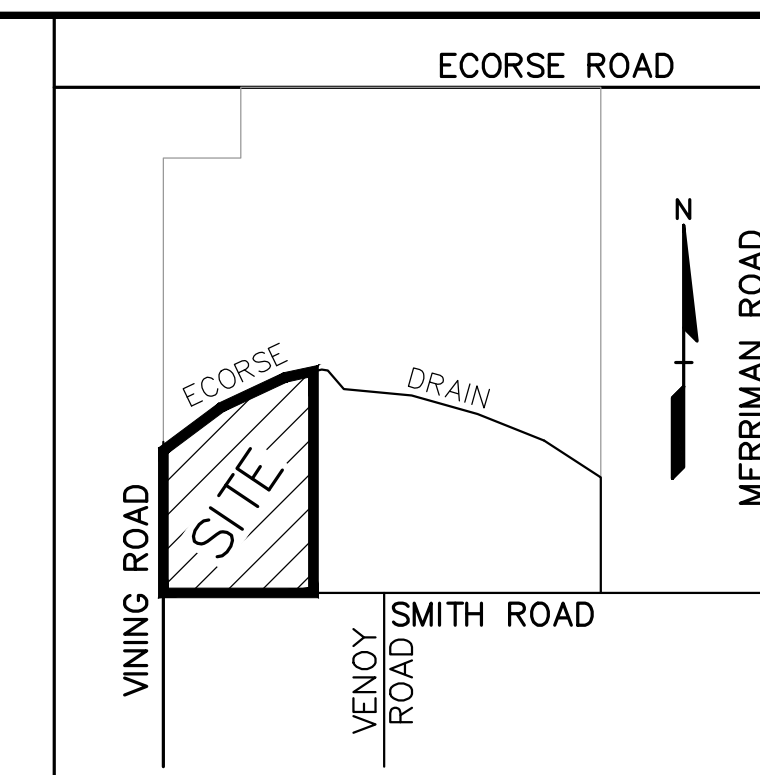
LOCATION MAP - NOT TO SCALE



PROJECT TITLE	ROMULUS INDUSTRIAL PARK
DATE:	JUNE 23, 2023
DRAWING TITLE	UTILITY PLAN
PEA GROUP	
t: 844.813.2949 1849 Pond Run Auburn Hills, MI 48326 www.peagroup.com	
PEA JOB NO.	2019-435B
P.M.	JBT
SUR.	KTR
DN.	EH
DRAWING NUMBER:	5

PROPOSED DATED JUNE 23, 2023

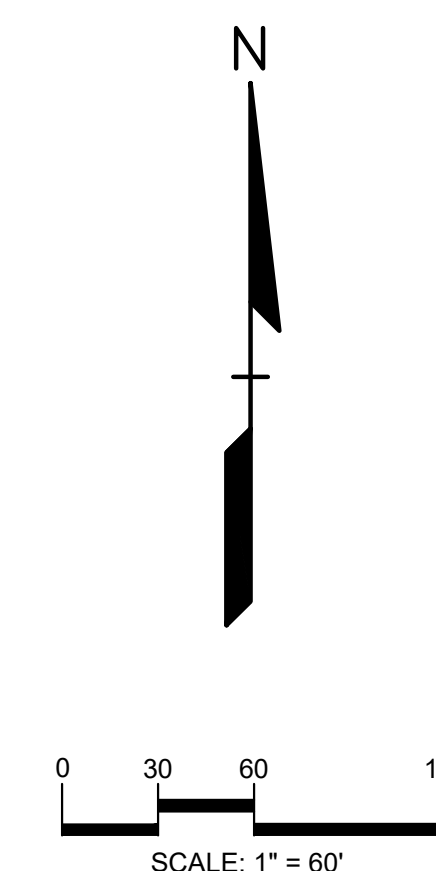
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LEGEND:

 SECTION CORNER FOUND

- MONUMENT SET - 1/2" DIAMETER STEEL ROD, 36" LONG, ENCASED IN A 4" CONCRETE CYLINDER



PROJECT TITLE

**ROMULUS
INDUSTRIAL
PARK**

DATE:
JUNE 23, 2023

DRAWING TITLE

EASEMENT PLAN - WATER MAIN

PEA
GROUP

t: 844.813.2949
1849 Pond Run
Auburn Hills, MI 48326
www.peargroup.com

PEA JOB NO. 2019-435F

2019-435F

P.M.
JB

JB²

SUR.	KTF
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KTR

DN.	EF
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E

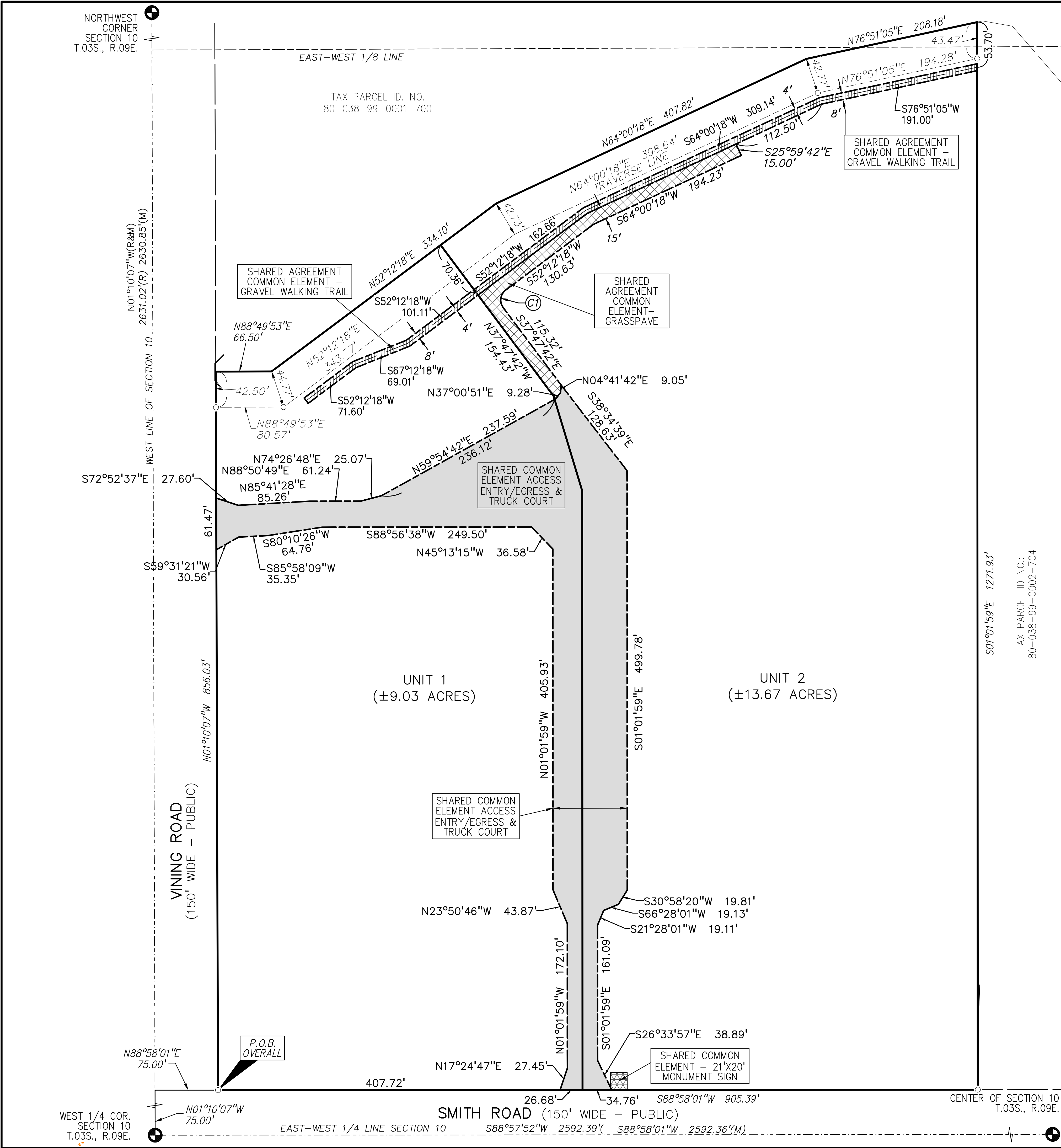
DRAWING NUMBER:

6

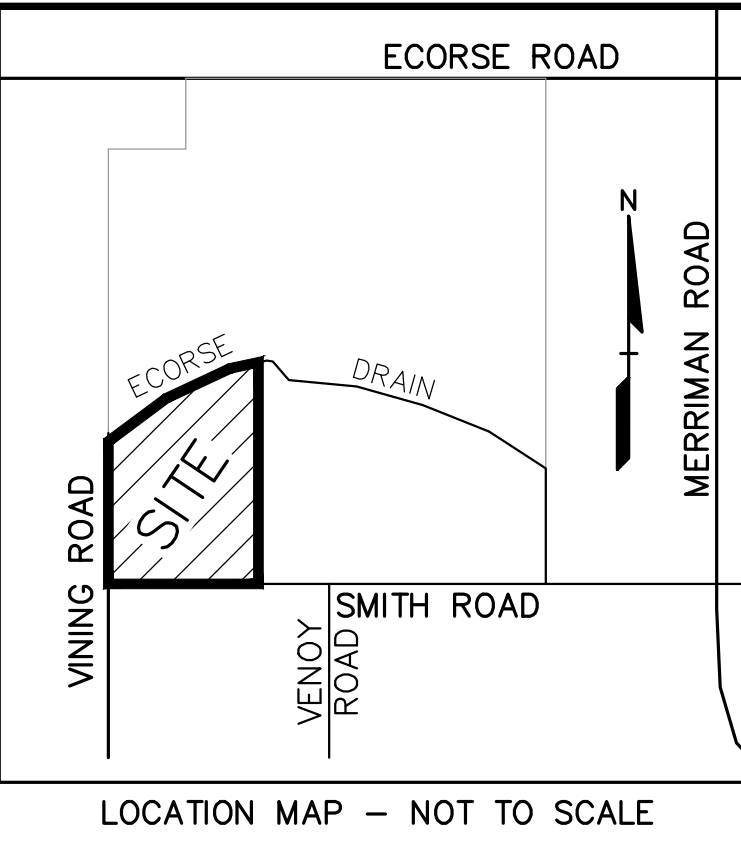
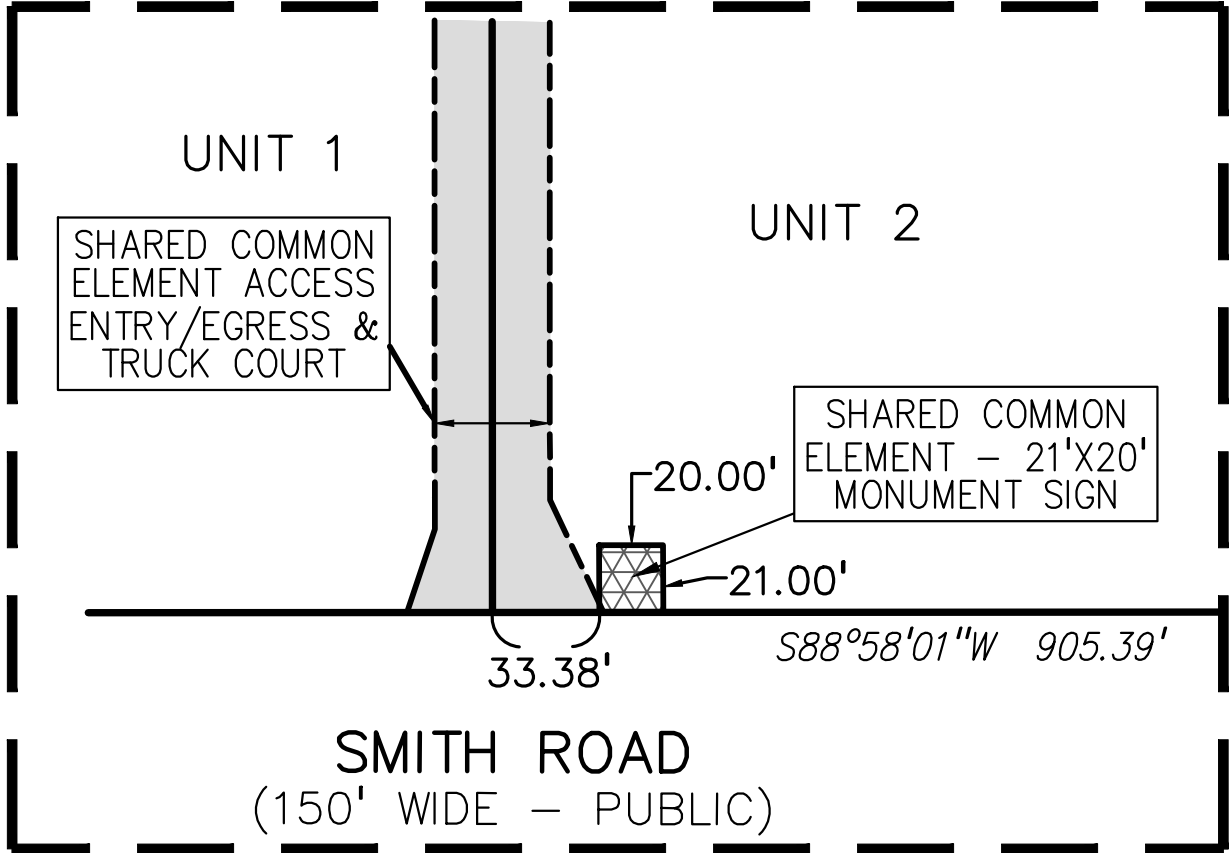
PROPOSED DATED JUNE 23, 2023

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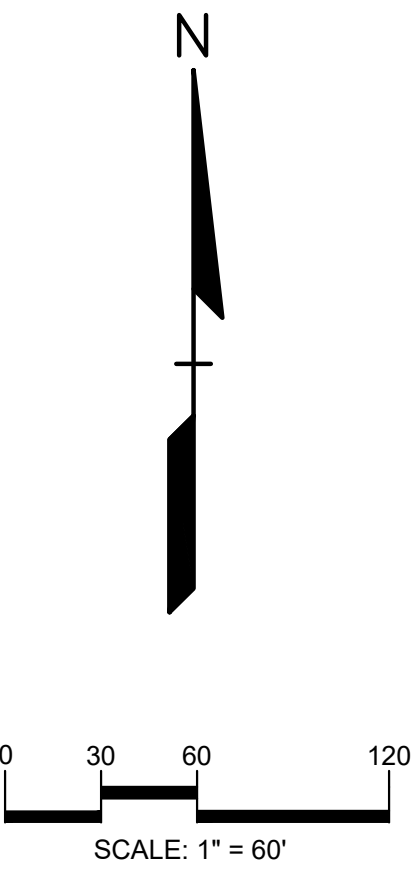
Page 65 of 162



Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C1	23.57'	14.98'	90°06'58"	S07°12'18"W	21.21'



- LEGEND:
- SECTION CORNER FOUND
 - MONUMENT SET - 1/2" DIAMETER STEEL ROD, 36" LONG, ENCASED IN A 4" CONCRETE CYLINDER



PROJECT TITLE
ROMULUS INDUSTRIAL PARK

DATE:
JUNE 23, 2023

DRAWING TITLE
SHARED AGREEMENT COMMON ELEMENT PLAN

PEA GROUP

t: 844.813.2949
1849 Pond Run
Auburn Hills, MI 48326
www.peagroup.com

PEA JOB NO. 2019-435B

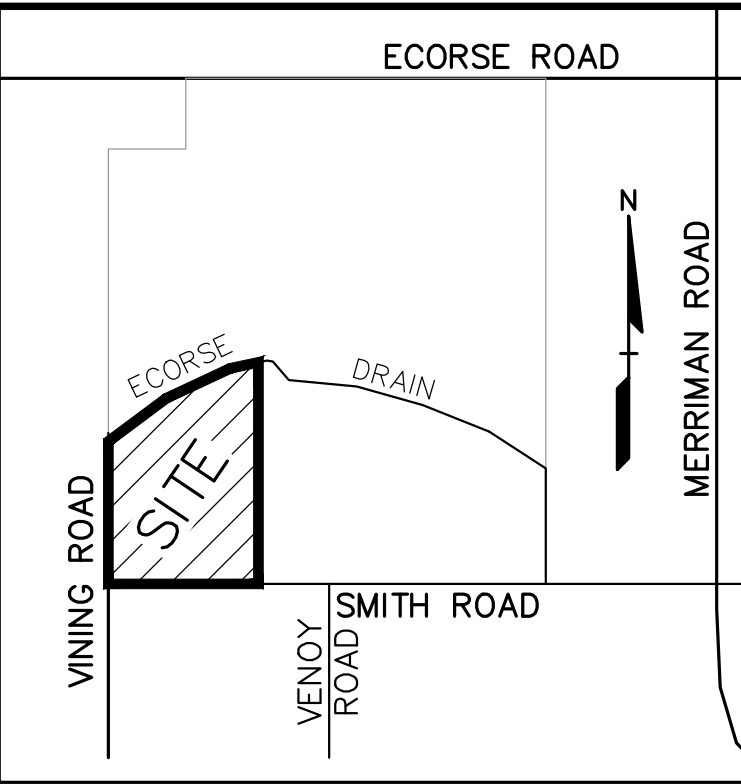
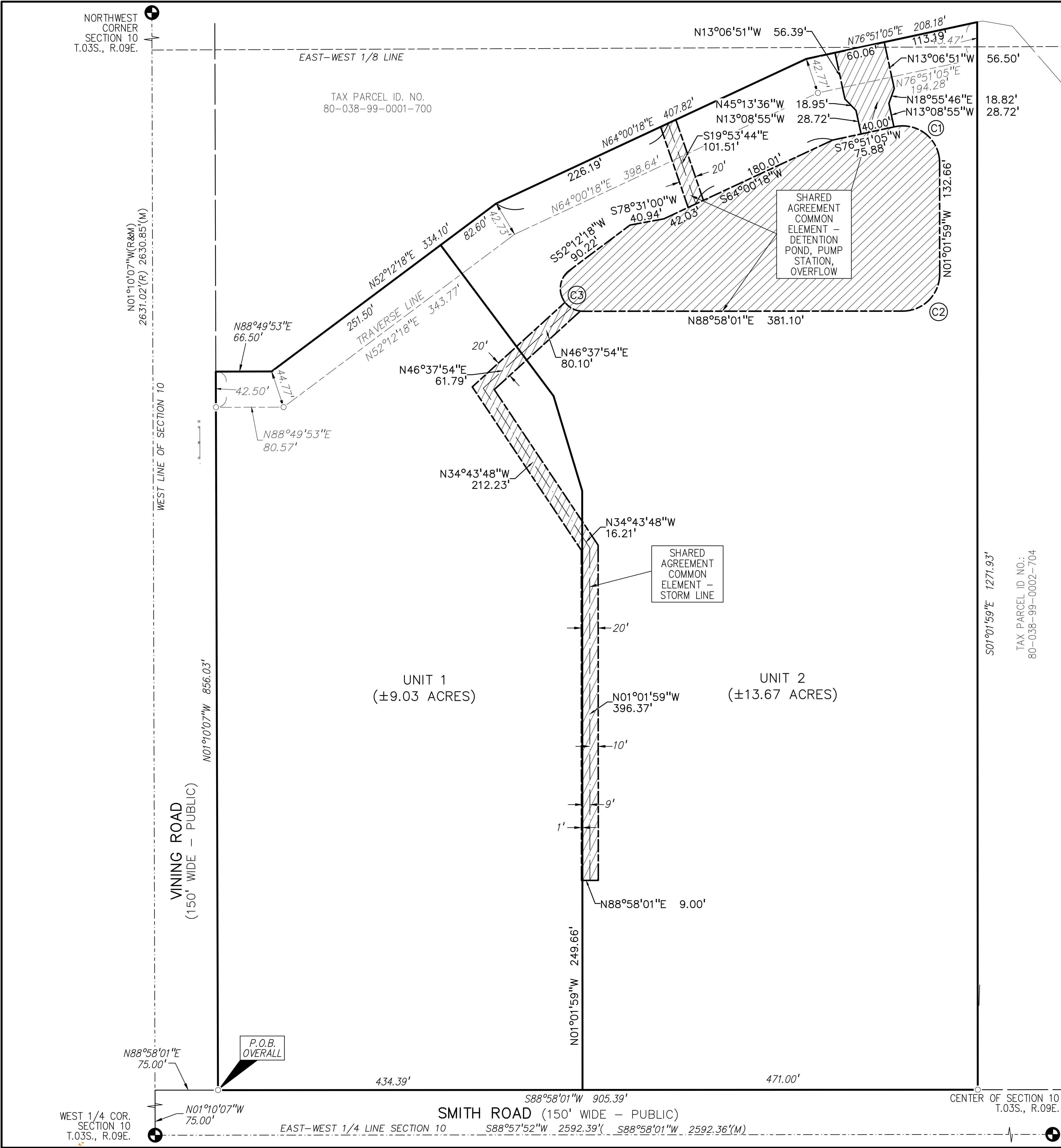
P.M. JBT

SUR. KTR

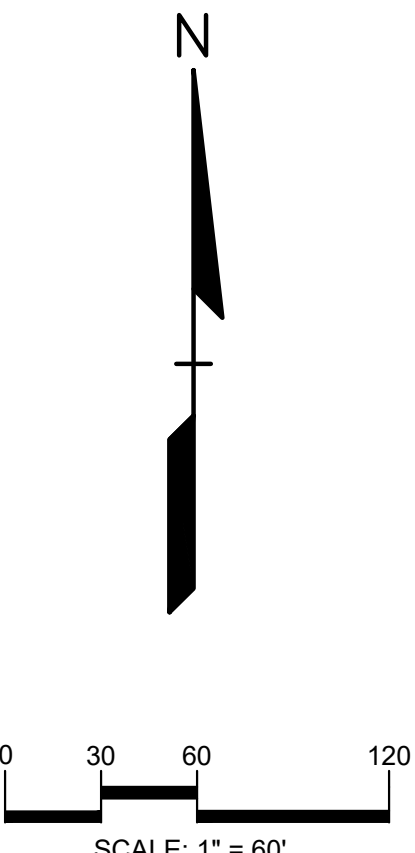
DN. EH

DRAWING NUMBER:

PROPOSED DATED JUNE 23, 2023



- LEGEND:
- SECTION CORNER FOUND
 - MONUMENT SET - 1/2" DIAMETER STEEL ROD, 36" LONG, ENCASED IN A 4" CONCRETE CYLINDER



Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C1	78.42'	44.00'	102°06'55"	N52°05'27"W	68.44'
C2	69.12'	44.00'	90°00'00"	N43°58'01"E	62.23'
C3	67.50'	27.00'	143°14'17"	S19°24'51"E	51.24'

PROJECT TITLE
ROMULUS INDUSTRIAL PARK

DATE:
JUNE 23, 2023

DRAWING TITLE
**SHARED AGREEMENT
COMMON ELEMENT
- STORM**

PEA GROUP
t: 844.813.2949
1849 Pond Run
Auburn Hills, MI 48326
www.peagroup.com

PEA JOB NO. 2019-435B

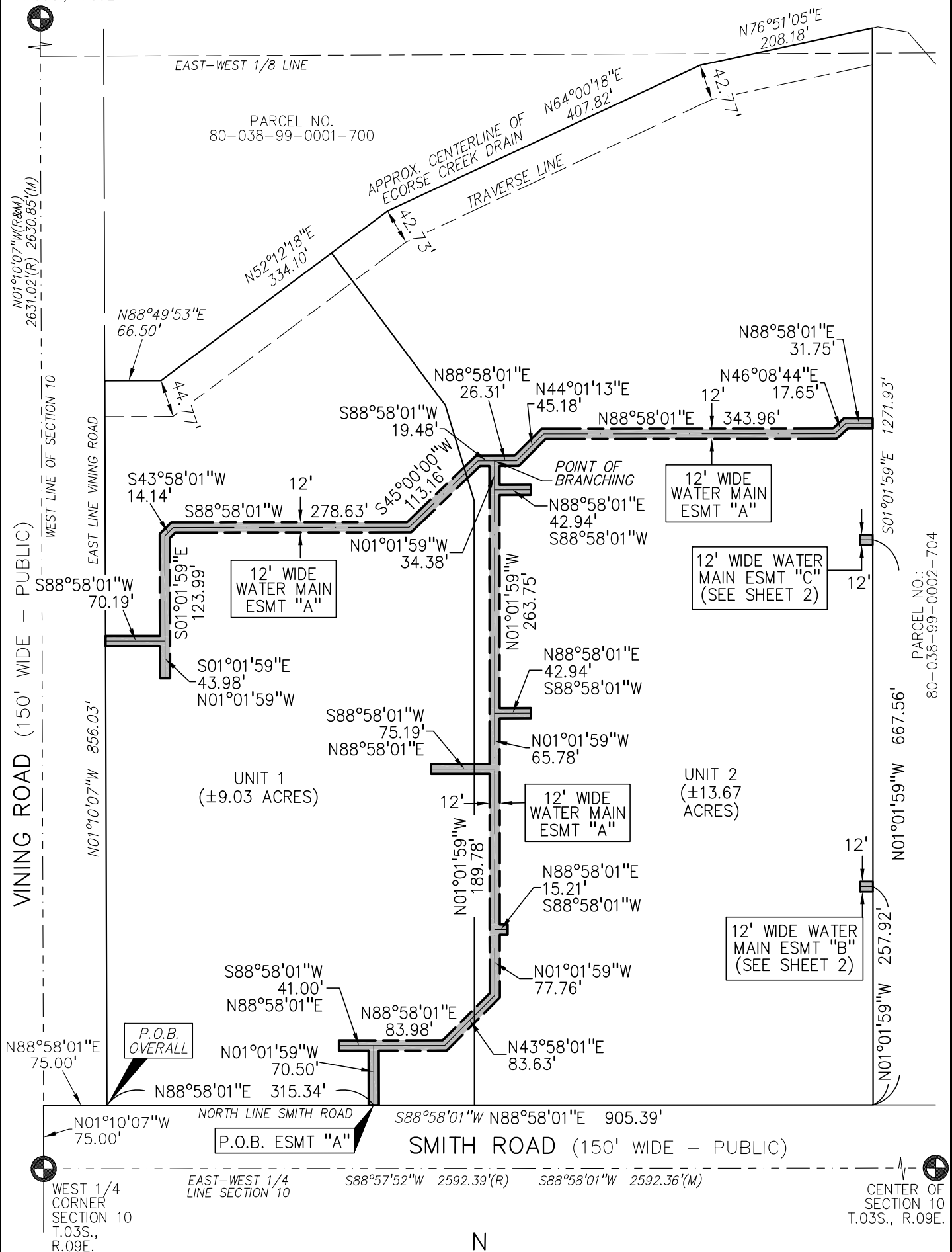
P.M. JBT

SUR. KTR

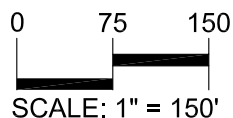
DN. EH

DRAWING NUMBER:
8

NORTHWEST
CORNER
SECTION 10
T.03S., R.09E.



**OPUS DEVELOPMENT
COMPANY, LLC**
10350 BREN ROAD WEST
MINNETONKA, MN 55343



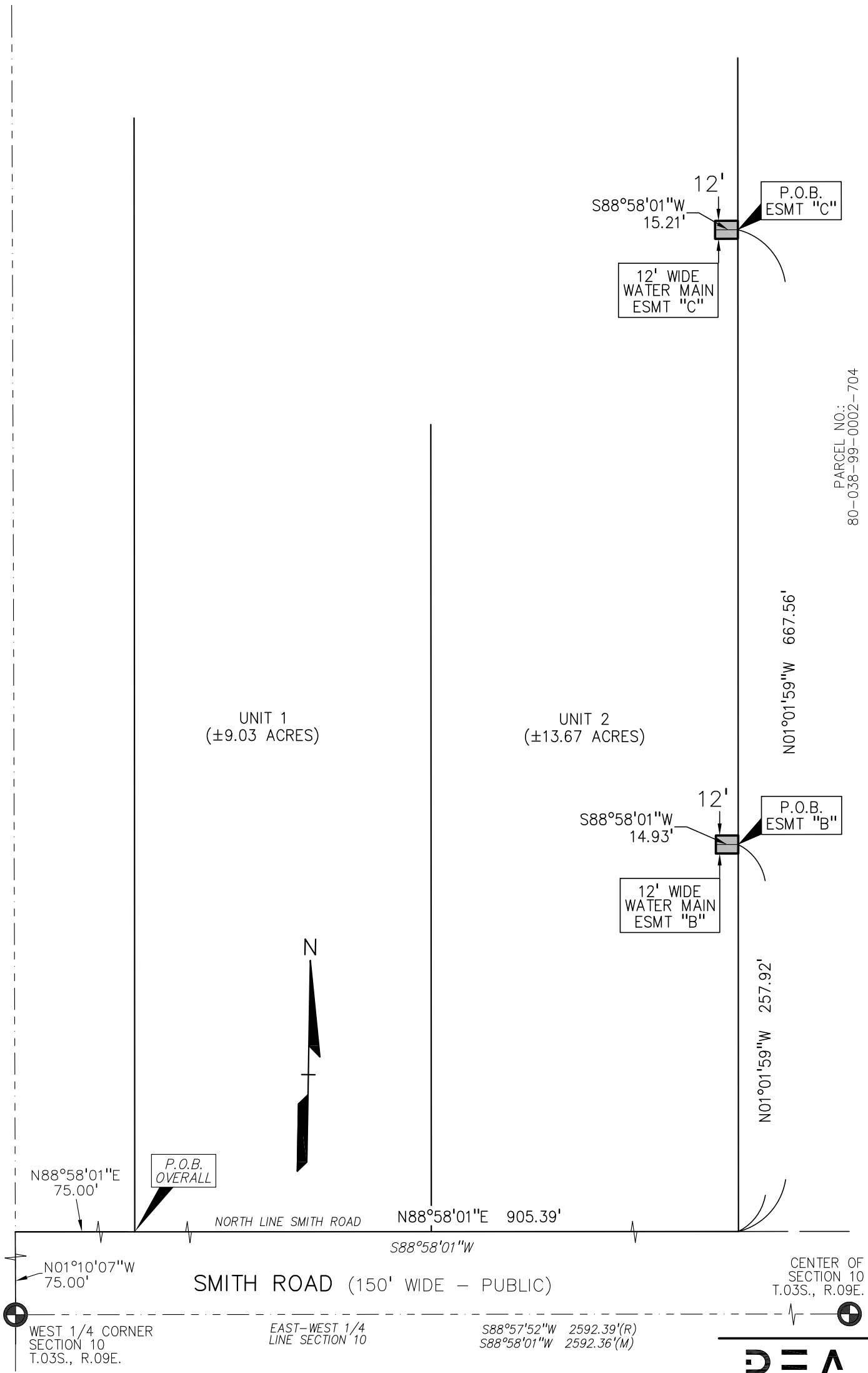
SHEET 1 OF 4
AUGUST 16, 2023
19-435B

PEA
GROUP

t: 844.813.2949
www.peagroup.com

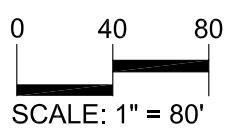
S:\PROJECTS\2019\2019-435B ROMULUS BUILDING 01\SURVEY-DEPT\19435B-ESMT\DWG\19435B-ESMT-WM.dwg EH

SKETCH OF 12' WIDE WATER MAIN EASEMENTS



PARCEL NO.:
80-038-99-0002-704

**OPUS DEVELOPMENT
COMPANY, LLC**
10350 BREN ROAD WEST
MINNETONKA, MN 55343



SHEET 2 OF 4
AUGUST 16, 2023
19-435B

**PEA
GROUP**

t: 844.813.2949
www.peagroup.com

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION:
(Per PEA Group)

OVERALL PARCEL

Part of the Northwest 1/4 of Section 10, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as:

Commencing at the West 1/4 corner of said Section 10; thence along the West line of said Section 10, as monumented, N01°10'07"W 75.00 feet to the Westerly extension of the North line of Smith Road (150 feet wide); thence along said North line of Smith Road and extension thereof N88°58'01"E 75.00 feet to the Easterly line of proposed Vining Road, as set forth in a deed recorded in Liber 33974, Page 806, Wayne County Records, also being the Point of Beginning; thence along said Easterly line N01°10'07"W 856.03 feet; thence N88°49'53"E 66.50 feet to the approximate centerline of the North Branch of the Ecorse Creek Drain; thence along the approximate centerline of said North Branch of the Ecorse Creek Drain the following three courses: (1) N52°12'18"E 334.10 feet; (2) N64°00'18"E 407.82 feet; (3) N76°51'05"E 208.18 feet; thence S01°01'59"E 1,271.93 feet to said North line of Smith Road; thence along said North line of Smith Road S88°58'01"W 905.39 feet to the Point of Beginning.

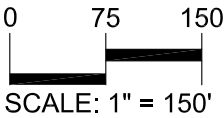
LEGAL DESCRIPTION (Per PEA Group)

12' WIDE WATER MAIN EASEMENT "A"

A 12 foot wide water main easement over part of the Northwest 1/4 of Section 10, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, the centerline of said easement being more particularly described as:

Commencing at the West 1/4 corner of said Section 10; thence along the West line of said Section 10, as monumented, N01°10'07"W 75.00 feet to the Westerly extension of the North line of Smith Road (150 feet wide); thence along said North line of Smith Road and extension thereof N88°58'01"E 75.00 feet to the Easterly line of proposed Vining Road, as set forth in a deed recorded in Liber 33974, Page 806, Wayne County Records; thence along said north line, N88°58'01"E, 315.34 feet to the POINT OF BEGINNING;
thence N01°01'59"W, 70.50 feet;
thence S88°58'01"W, 41.00 feet;
thence N88°58'01"E, 41.00 feet;
thence continuing N88°58'01"E, 83.98 feet;
thence N43°58'01"E, 83.63 feet;
thence N01°01'59"W, 77.76 feet;
thence N88°58'01"E, 15.21 feet;
thence S88°58'01"W, 15.21 feet;
thence N01°01'59"W, 189.78 feet;
thence S88°58'01"W, 75.19 feet;
thence N88°58'01"E, 75.19 feet;
thence N01°01'59"W, 65.78 feet;
thence N88°58'01"E, 42.94 feet;
thence S88°58'01"W, 42.94 feet;
thence N01°01'59"W, 263.75 feet;
thence N88°58'01"E, 42.94 feet;
thence S88°58'01"W, 42.94 feet;
thence N01°01'59"W, 34.38 feet to a Point of Branching;
thence S88°58'01"W, 19.48 feet;
thence S45°00'00"W, 113.16 feet;
thence S88°58'01"W, 278.63 feet;
thence S43°58'01"W, 14.14 feet;
thence S01°01'59"E, 123.99 feet;
thence continuing S01°01'59"E, 43.98 feet;
thence N01°01'59"W, 43.98 feet;
thence S88°58'01"W, 70.19 feet to the aforementioned east line of Vining Road and a POINT OF ENDING.
Thence continuing from said Point of Branching, N88°58'01"E, 26.31 feet;
thence N44°01'13"E, 45.18 feet;
thence N88°58'01"E, 343.96 feet;
thence N46°08'44"E, 17.65 feet;
thence N88°58'01"E, 31.75 feet to the POINT OF ENDING.

OPUS DEVELOPMENT
COMPANY, LLC
10350 BREN ROAD WEST
MINNETONKA, MN 55343



SHEET 3 OF 4
AUGUST 16, 2023
19-435B

PEA
GROUP
t: 844.813.2949
www.peagroup.com

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION (Per PEA Group)

12' WIDE WATER MAIN EASEMENT "B"

A 12 foot wide water main easement over part of the Northwest 1/4 of Section 10, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, the centerline of said easement being more particularly described as:

Commencing at the West 1/4 corner of said Section 10; thence along the West line of said Section 10, as monumented, N01°10'07"W 75.00 feet to the Westerly extension of the North line of Smith Road (150 feet wide); thence along said North line of Smith Road and extension thereof N88°58'01"E 75.00 feet to the Easterly line of proposed Vining Road, as set forth in a deed recorded in Liber 33974, Page 806, Wayne County Records; thence along said north line, N88°58'01"E, 905.39 feet; thence N01°01'59"W, 257.92 feet to the POINT OF BEGINNING; thence S88°58'01"W, 14.93 feet to the POINT OF ENDING.

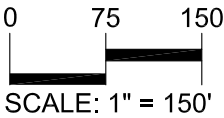
LEGAL DESCRIPTION (Per PEA Group)

12' WIDE WATER MAIN EASEMENT "C"

A 12 foot wide water main easement over part of the Northwest 1/4 of Section 10, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, the centerline of said easement being more particularly described as:

Commencing at the West 1/4 corner of said Section 10; thence along the West line of said Section 10, as monumented, N01°10'07"W 75.00 feet to the Westerly extension of the North line of Smith Road (150 feet wide); thence along said North line of Smith Road and extension thereof N88°58'01"E 75.00 feet to the Easterly line of proposed Vining Road, as set forth in a deed recorded in Liber 33974, Page 806, Wayne County Records; thence along said north line, N88°58'01"E, 905.39 feet; thence N01°01'59"W, 667.56 feet to the POINT OF BEGINNING; thence S88°58'01"W, 15.21 feet to the POINT OF ENDING.

OPUS DEVELOPMENT
COMPANY, LLC
10350 BREN ROAD WEST
MINNETONKA, MN 55343



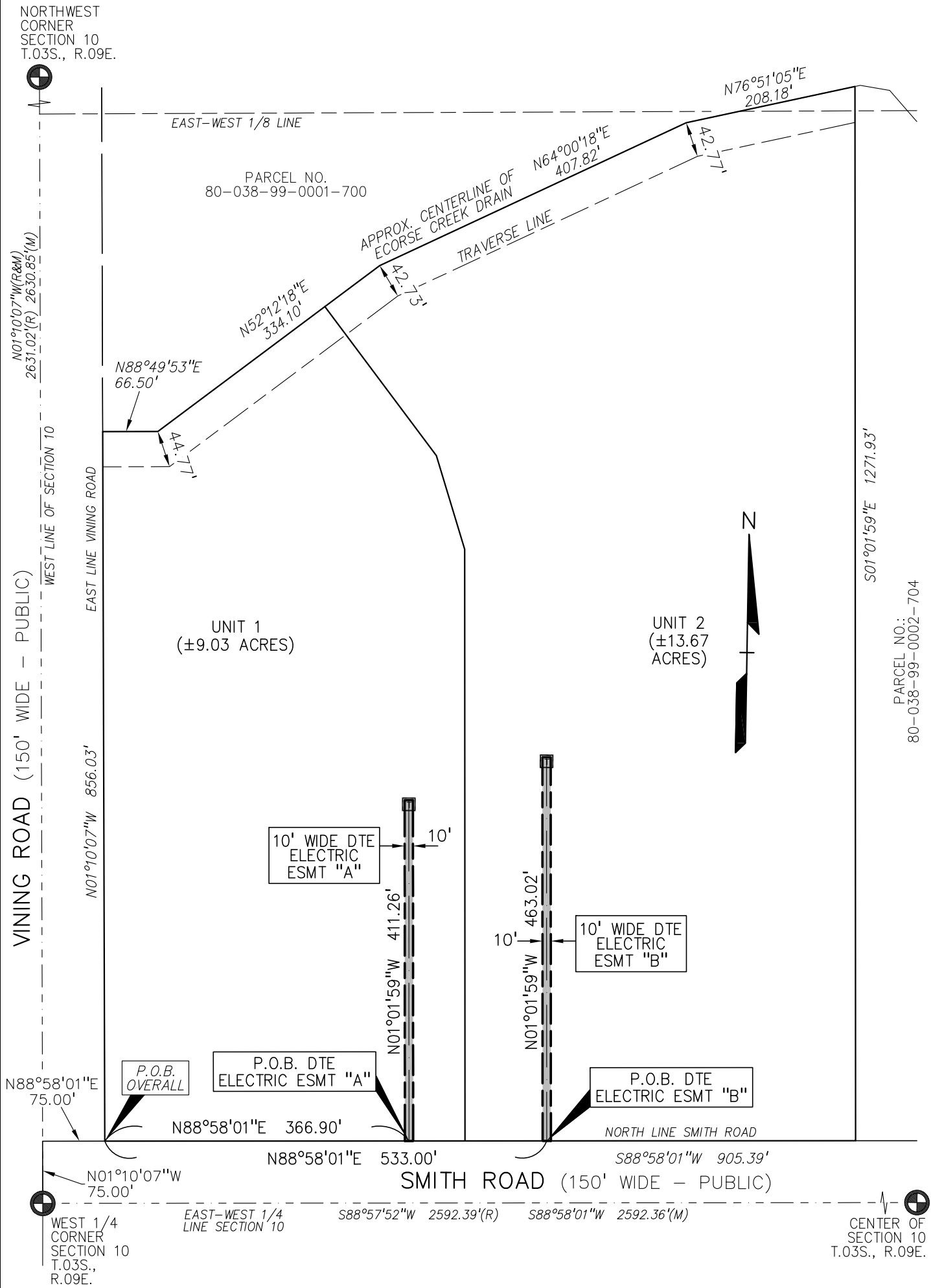
SHEET 4 OF 4
AUGUST 16, 2023
19-435B

PEA

GROUP

t: 844.813.2949
www.peagroup.com

SKETCH OF 10' WIDE DTE ELECTRIC EASEMENTS

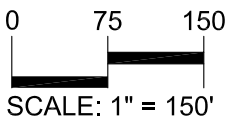


CENTERLINE OF A 10' WIDE EASEMENT
NOTE: THE EASEMENT CENTERLINE MAY VARY IF FIELD CONSTRUCTION PROBLEMS ARISE. THEREFORE, FOR THE AS-INSTALLED EASEMENT CENTERLINE CALL MISS DIG 1-800-482-7171 OR 811.

LEGEND

 ELECTRIC TRANSFORMER

OPUS DEVELOPMENT COMPANY, LLC
10350 BREN ROAD WEST
MINNETONKA, MN 55343



SHEET 1 OF 2
AUGUST 16, 2023
19-435B

PEA GROUP

t: 844.813.2949
www.peagroup.com

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION:
(Per PEA Group)

OVERALL PARCEL

Part of the Northwest 1/4 of Section 10, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as:

Commencing at the West 1/4 corner of said Section 10; thence along the West line of said Section 10, as monumented, N01°10'07"W 75.00 feet to the Westerly extension of the North line of Smith Road (150 feet wide); thence along said North line of Smith Road and extension thereof N88°58'01"E 75.00 feet to the Easterly line of proposed Vining Road, as set forth in a deed recorded in Liber 33974, Page 806, Wayne County Records, also being the Point of Beginning; thence along said Easterly line N01°10'07"W 856.03 feet; thence N88°49'53"E 66.50 feet to the approximate centerline of the North Branch of the Ecorse Creek Drain; thence along the approximate centerline of said North Branch of the Ecorse Creek Drain the following three courses: (1) N52°12'18"E 334.10 feet; (2) N64°00'18"E 407.82 feet; (3) N76°51'05"E 208.18 feet; thence S01°01'59"E 1,271.93 feet to said North line of Smith Road; thence along said North line of Smith Road S88°58'01"W 905.39 feet to the Point of Beginning.

LEGAL DESCRIPTION (Per PEA Group)

10' WIDE DTE ELECTRIC EASEMENT "A"

A 10 foot wide DTE Electric easement over the above described parcel, being part of the Northwest 1/4 of Section 10, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, the centerline of said easement being more particularly described as:

Commencing at the West 1/4 corner of said Section 10; thence along the West line of said Section 10, as monumented, N01°10'07"W 75.00 feet to the Westerly extension of the North line of Smith Road (150 feet wide); thence along said North line of Smith Road and extension thereof N88°58'01"E 75.00 feet to the Easterly line of proposed Vining Road, as set forth in a deed recorded in Liber 33974, Page 806, Wayne County Records; thence along said north line, N88°58'01"E, 366.90 feet to the POINT OF BEGINNING; thence N01°01'59"W, 411.26 feet to the POINT OF ENDING.

LEGAL DESCRIPTION (Per PEA Group)

10' WIDE DTE ELECTRIC EASEMENT "B"

A 10 foot wide DTE Electric easement over the above described parcel, being part of the Northwest 1/4 of Section 10, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, the centerline of said easement being more particularly described as:

Commencing at the West 1/4 corner of said Section 10; thence along the West line of said Section 10, as monumented, N01°10'07"W 75.00 feet to the Westerly extension of the North line of Smith Road (150 feet wide); thence along said North line of Smith Road and extension thereof N88°58'01"E 75.00 feet to the Easterly line of proposed Vining Road, as set forth in a deed recorded in Liber 33974, Page 806, Wayne County Records; thence along said north line, N88°58'01"E, 533.00 feet to the POINT OF BEGINNING; thence N01°01'59"W, 463.02 feet to the POINT OF ENDING.

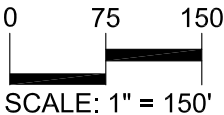
GENERAL SURVEY NOTES:

1) BEARINGS BASED ON THE EAST LINE OF PROPOSED VINING ROAD PER DEED RECORDED IN LIBER 33974, PAGE 806, WAYNE COUNTY RECORDS.

2) SUBSURFACE UTILITIES NOT LOCATED FOR THIS SURVEY MAY EXIST. IT IS THE RESPONSIBILITY OF THE OWNER OF THE RESPECTIVE UTILITY TO ACCURATELY LOCATE SUCH UTILITIES.

3) EASEMENTS OR RESTRICTIONS OF RECORD NOT DEPICTED ON THIS DRAWING MAY EXIST.

OPUS DEVELOPMENT
COMPANY, LLC
10350 BREN ROAD WEST
MINNETONKA, MN 55343



SHEET 2 OF 2
AUGUST 16, 2023
19-435B

PEA
GROUP

t: 844.813.2949
www.peagroup.com



City of Romulus

Petitioner

Council Meeting Held: **March 11, 2024**

Item No. **B.**

General Description: SLU-2023-004; Romulus Distribution Center (36711 Ecorse Road)

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

PLANNING DEPARTMENT MEMORANDUM

DATE: March 4, 2024
To: Ellen Craig-Bragg, City Clerk
FROM: Carol Maise, City Planner
SUBJECT: City Council Action **SLU-2023-004; Romulus Distribution Center**
***Special Land Use** approval to allow two industrial warehouse buildings larger than 80,000 sq. ft. Building 1 is 469,780 sq. ft. and Building 2 is 546,881 sq. ft.*

At a meeting held June 19, 2023, the Planning Commission recommended **approval** of the special land use request for Romulus Distribution Center to the Romulus City Council.

Please find the attached Planning Department Summary Report to the City Council; MKSK report dated June 14, 2023 and OHM report dated June 15, 2023; Police Department report dated June 14, 2023; June 19, 2023 Planning Commission Minutes and August 2, 2023 Board of Zoning Appeals Minutes; along with the Romulus Distribution Center site plan and special land use applications, aerial renderings, site plan page C2.0 and letters of support from Aerotropolis and Detroit Regional Partnership, for City Council consideration at their **March 11, 2023** meeting. There is also included the applicant's presentation to the City Council.

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



PLANNING COMMISSION SUMMARY REPORT TO THE CITY COUNCIL **SPR-2023-009; Romulus Distribution Center**

Ashley Capital - 36711 Ecorse Road

Issued by the City of Romulus Planning Department
12600 Wayne Road, Romulus MI 48174 Phone: (734) 955-4530 www.romulusgov.com

DATE: March 4, 2024

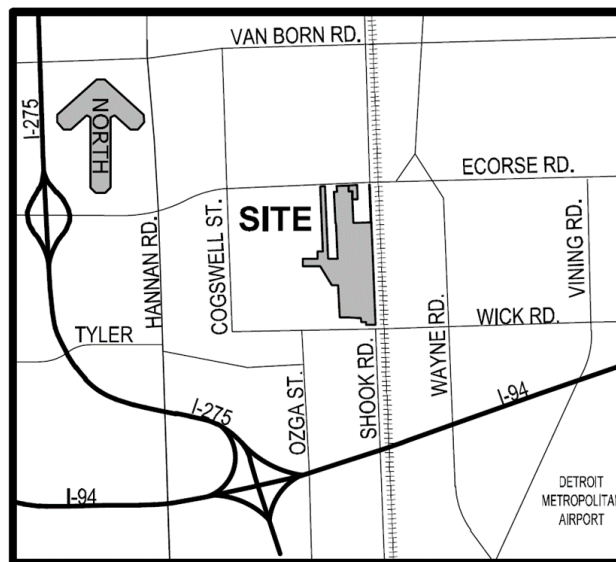
SUBJECT: SLU-2023-004; **Romulus Distribution Center**

LOCATION: 36711 Ecorse Road (DP #80-030-99-0005-700, #80-030-99-0002-700, #80-028-99-0012-703 and #80-028-99-0012-704)

REQUEST: City Council Action
Special Land Use approval to allow two industrial warehouse buildings larger than 80,000 sq. ft. Building 1 is 469,780 sq. ft. and Building 2 is 546,881 sq. ft.

SITE INFORMATION/BACKGROUND

The proposed 81.6-acre development area is on the east side of the 285.63-acre parcel located between Ecorse and Wick, and Cogswell and the railroad.



A large portion (224.37 acres) of the overall property including a former landfill, was owned by the City until sold to Ashley Capital in the fall of 2020 after approval from the City Council. Development potential at the time consisted of approximately 2 million sq. ft. of quality distribution space in 3 buildings, noting that of this property including in the sale, approximately 188 of the 224 acres is encumbered by a Conservation Easement and Wetland Preservation including a Long-Term Management Agreement with the State of Michigan.

In 2022, the Brownfield Redevelopment Authority and City Council unanimously approved a Brownfield Redevelopment Plan and associated Brownfield Reimbursement Agreement for Romulus Distribution Center 2. Potential development on the property included two large-scale warehouse distribution buildings. In May of 2023, the City Council unanimously concurred with the recommendation of the Brownfield Redevelopment Authority and adopted an amendment to the Brownfield Plan to include two additionally acquired properties.

A Special Land Use application and Site Plan for the development of two large-scale warehouse distribution buildings were submitted to the Planning Department on March 10, 2023. Revised plans were provided on May 23, 2023 for the June 19, 2023 Planning Commission public hearing.

SPECIAL LAND USE REVIEW PROCESS

- Planning Commission reviews the special land use application and site plan along with recommendations from City staff and consultants.
- Planning Commission holds a public hearing on the special land use request and makes a recommendation to the City Council on the special land use along with any conditions deemed necessary.
- The minutes of the hearing along with all associated communications supporting the findings of fact that support the recommendation are forward to the City Council for their review.
- The City Council shall review the application and upon a finding that the application meets the General Standards of Section 18.05 and Specific Standards of Section 11.12(d), approve, approve with conditions, or deny the application.

PLANNING COMMISSION ACTION ON SPECIAL LAND USE

The Planning Commission held a public hearing on the Special Land Use request on June 19, 2023. Approximately 7 nearby residents provided comments (see minutes). After discussion, the Planning Commission considered the following findings from the MKSK (Planning Consultant) report:

1. That in general, the Special Land Use application is consistent with the recommendations in the City's Master Plan.
2. The Special Land Use of the property is required to permit the proposed warehouse distribution/light manufacturing uses in buildings greater than 80,000 sq. ft.
3. Ecorse Road can support the proposed uses. Sewer and water are also available to the site.
4. Overall, the proposed warehouse distribution/light manufacturing buildings will meet the M-1 zoning district standards including landscaping, setbacks, building materials, and pedestrian connections.

and made the following motion:

MOTION by McAnally, support by Long, that the Planning Commission recommend to City Council approval of the Special Land Use application for SLU-2023-004; Romulus Distribution Center for two warehouse distribution buildings greater than 80,000 sq. ft. in area at 36711 Ecorse Road, subject to the following:

- 1. Submission of a revised site plan addressing all outstanding comments as noted by the Planning Commission and other agencies and departments;*
- 2. Use variance being granted by the BZA to allow the detention basin on property zoned R-1A, Single-Family Residential;*
- 3. Variances granted by the BZA for building height and light pole height; and*
- 4. Waiver to allow payment in lieu of construction of sidewalk in the amount of \$69,795.00 for a portion of the development.*

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

PLANNING COMMISSION ACTION ON SITE PLAN

After recommending approval of the Special Land Use to City Council, the Planning Commission approved the **Site Plan** as follows:

*MOTION by McAnally, support by Long, that the Planning Commission approve the **Site Plan** based on the June 14, 2023 MKSK report (Site Plan) and other staff reports, subject to the following:*

- 1. Special Land Use approval by City Council;*
- 2. Use variance being granted by the BZA to allow the detention basin on property zoned R-1A, Single-family Residential; the use variance was granted August 8, 2023 with conditions (see above);*
- 3. Variances granted by the BZA for building height and light pole height; granted August 8, 2023 (see above);*
- 4. Waiver to allow payment in lieu of construction of sidewalk in the amount of \$69,795.00 for a portion of the development;*
- 5. Waiver to reduce curb height in the trailer storage area based on the applicant providing evidence of maintenance on other sites, from 12" x 36" to 7" x 12";*
- 6. Waiver to substitute double row of evergreens instead of Type A buffer screening along the South, East and West sides of the development;*

7. Once a tenant is known and prior to occupancy, anticipated truck and vehicle trips must be provided for review to verify if any additional improvements will be required; and
8. Submission of a revised site plan addressing all outstanding items as noted by the Planning Commission and other agencies and departments.

BZA ACTION ON USE VARIANCE AND DIMENSIONAL VARIANCES

As required as part of the Special Land Use and Site Plan, the applicant petitioned the Board of Zoning Appeals (BZA) for a use variance to utilize property zoned R-1A, Single-family Residential for a detention basin for an industrial development, and dimensional variances to increase the allowed building height from 35' to 47' and the allowed light pole height from 14' to 25' as follows:

MOTION by Morris, support by Frederick, in the matter of BZA-2023-010, Romulus Distribution Center (Ashley Capital) – Use Variance, 36711 Ecorse Road, that based on the analysis and findings in the July 24, 2023 Board of Zoning Appeals Summary Report, and the discussion held during this meeting, the Board of Zoning Appeals grants the request for a use variance in accordance with Section 22.03(d) Use Variances of the Zoning Ordinance, to allow a detention basin associated with a warehouse/distribution development on 5.7 acres of property zoned R-1A, Single Family Residential where M-1, Light Industrial zoning is required, subject to the following conditions:

1. The use variance is for SPR-2023-009; Romulus Distribution Center only as approved by the Planning Commission, City Council and ARC (Administrative Review Committee); any modifications to the approved site plan are subject to city review and approval;
2. The area associated with the use variance is limited to approximately 5.7 acres as identified on the site plan; any expansion will require city review and approval;
3. Submittal of a revised site plan for administrative review prior to review of the special land use by City Council; and
4. Once a tenant is known and prior to occupancy, anticipated truck and vehicle trips must be provided for city review to verify if any additional improvements will be required.

Roll call vote: Ayes – Morris, Frederick, Lloyd, Jones, Chandler. Nays – none. Motion carried 5-0.

MOTION by Morris, support by Frederick, in the matter of BZA-2023-008, Romulus Distribution Center (Ashley Capital) – Building Height, 36711 Ecorse Road, that based on the analysis and findings in the July 24, 2023 Board of Zoning Appeals Summary Report, and the discussion held during this meeting, the Board of Zoning Appeals grants the request for a variance from Section 8.04(a) Area, Height and Placement Requirements of the Zoning Ordinance to increase the height of two buildings from the allowable 35' to 47', for the construction of two speculative light-industrial cross-dock buildings, totaling 470,00 square feet and 547,000 square feet, with the following conditions:

1. Special Land Use approval by City Council;

2. *Use variance being granted by the BZA to allow the detention basin on property zoned R-1A, Single-family Residential;*
3. *Submission of a revised site plan addressing all outstanding items as noted by the Planning Commission, BZA and ARC.*

Roll call vote: Ayes – Morris, Frederick, Lloyd, Chandler. Nays – Jones. Motion carried 4-1.

MOTION by Morris, support by Frederick, in the matter of BZA-2023-009, Romulus Distribution Center (Ashley Capital) – Pole Height, 36711 Ecorse Road, that based on the analysis and findings in the July 24, 2023 Board of Zoning Appeals Summary Report, and the discussion held during this meeting, the Board of Zoning Appeals grants the request for a variance from Section 13.05(e) Lighting Regulations of the Zoning Ordinance to increase the light pole height from the allowable 14' within 300' of a residential district to 25', for the construction of two speculative light-industrial cross-dock buildings, totaling 470,00 square feet and 547,000 square feet, with the following conditions:

1. *Special Land Use approval by City Council;*
2. *Use variance being granted by the BZA to allow the detention basin on property zoned R-1A, Single-family Residential;*
3. *Submission of a revised site plan addressing all outstanding items as noted by the Planning Commission, BZA and ARC.*

Roll call vote: Ayes – Morris, Frederick, Chandler. Nays – Lloyd, Jones. Motion carried 3-2.

SUMMARY AND RECOMMENDATION

Based on the action of the Planning Commission as noted above, we respectfully recommend that the City Council make a motion as follows:

*To concur with the recommendation of the Planning Commission and **approve** the Special Land Use request for SLU-2023-009; **Romulus Distribution Center** at 36711 Ecorse Rd. to allow two industrial warehouse buildings larger than 80,000 sq. ft . based on the findings of fact noted in the minutes of the Planning Commission and associated consultant and staff reports and subject to the conditions of site plan approval.*



Carol Maise, City Planner

June 14, 2023

MKSK

To: Carol Maise, Planner, City of Romulus
From: Ann Marie Kerby, AICP, Senior Associate; James Goff, PLA, Landscape Architect;
Kevin Miller, Planner
Subject: SPR-2023-009; **Romulus Distribution Center**
Type of Review: Site Plan (2)
Date of Plan: 3/1/23, 5/23/23
Location: 81.6 acres +/- of 288.22-acre site
Applicant: Kyle Morton, Ashley Capital

At the City's request, we have reviewed the special land use application and site plan for the above referenced proposed development that includes two cross-dock, warehouse distribution buildings on 81.6 acres of 288.22 acres if of property owned by Ashley Capital.

REVIEW COMMENTS

Article 17 identifies procedures, submittal requirements and review standards for site plan review. Based on this information, compliance with the requirements of the Zoning Ordinance has been addressed as follows.

1. **Zoning and Use** (*Section 8.02*). The applicant is proposing the construction of two speculative industrial cross-dock warehouse distribution buildings. Building #1 is 469,780-sq. ft. and Building #2 is 546,881-sq. ft. The subject site is zoned both M-1, Light Industrial District and R-1A, Single-Family Residential district, with most of the development area being within the M-1 portion located adjacent to the railroad track between Ecorse Rd and Wick Rd. The buildings are permitted in the M-1 District subject to special land use approval since they exceed 80,000 sq. ft.
 - a. A proposed detention pond to service the development is located on property zoned R-1A, Single-family Residential. **The applicant is requesting a use variance from the Board of Zoning Appeals (BZA) to locate the site's storm water basin on the residentially zoned property.**
 - b. The speculative warehouse distribution/light manufacturing uses are subject to the standards of *Section 11.10(a)* for industrial manufacturing uses and *Section 11.12(d)* for warehouse distribution uses, as follows:

- (1) *The site shall be designed so that all vehicles are able to enter and leave the site without having to back-out onto the street. **The site is designed with a 36' wide access drive into the site from Ecorse Rd plus that connects to an existing 22' wide emergency access drive for secondary access that is located along the east side of the property. The plan package includes a "Truck Maneuvering Plan" to show the turning performance and pathway for trucks on the site. See OHM and Fire Department comments regarding further access, circulation, and conditions of the surface conditions.***
 - (2) *The Planning Commission shall determine that traffic operations will remain acceptable for the road or roads involved, taking into consideration vehicular turning movements in relation to routes of traffic flow, proximity and adequacy of nearby access points, intersections, and interchanges. The City may require a traffic impact study as described in Section 23.02(a)(3) to demonstrate compliance with this criterion. All access to the site shall be from class A roads or a City road identified as a truck route on the City's truck route map. **Ecorse Rd is designated as a Wayne County Class A road. See F&V's Traffic Impact Study and response letter regarding impact to the railroad crossing to the east.***
 - (3) *The minimum setbacks, greenbelts and landscape buffer zones for the site shall be increased by fifty percent (50%) above the minimum front, side and rear yards setbacks required in Section 8.04. The amount of plant material required by Section 13.02 for landscape greenbelts and buffer zones shall be increased by fifty percent (50%). **See Dimensional Requirements Standards and Landscaping Standards in this letter.***
- c. Outdoor storage is subject to the standards of Section 11.17(b), *Accessory Outdoor Storage* as follows:
- (1) *Allowed Area:* The outdoor storage of trucks and trailers will occupy approximately 51% of the square footage of the buildings which is significantly lower than the 125% allowed.
 - (2) *Setbacks:* Setbacks for the outdoor storage are following the building setbacks of the M-1, Light Industrial District.
 - (3) *Screening:* Screening, especially of trucks, trailers and overhead doors, is a significant concern that was addressed at the ARC meeting and also in the OHM report. Additional screening around the entire site to screen the trailer storage and loading docks from the residential development to the east, and along Ecorse and Wick Roads is needed. A

condition of any approval will include that upon completion of construction, if any outdoor storage is visible, additional screening, landscape or otherwise, may be required at the discretion of the Planning Department. **This has been noted on the site plan.**

- (4) *Height:* **The owner does not anticipate the outside storage areas will be used for material other than truck trailers.** Outdoor storage shall not be stacked or stored so as to exceed 20', not including trucks, trailers or construction equipment, unless screening is provided and approved by the City of Romulus. As noted on Sheet C2.0, a condition of any approval will include that any outdoor storage other than truck trailers will be limited to 20' in height and screened.
- (5) *Non-operable Vehicles and Useable Storage:* Non-operable and wrecked trucks, trailers, or construction equipment shall be prohibited from being stored on site. All stored products, materials, supplies and other inventory must be usable and related to the business. **This is noted on the site plan.**
- (6) *Storage Surface:* **See OHM report for details on pavement types.**
- (7) *Curbs:* **See OHM report for curbing types.**
- (8) *Storage in Parking Lots:* Storage shall not be permitted to occupy required parking areas as noted on the site plan.
- (9) *Fire Lanes:* Fire lanes exceeding 20' are included and a 26' lane has been provided between the two buildings. **We defer to the Fire Chief and OHM for any further comment.**

2. Dimensional Requirements (Section 8.04) – All standards are met.

M-1, Light Industrial	Required/Allowed	Provided	Comments
Front Yard Setback (Ecorse)			
Building 1	30' + 15" = 45'	1,615.7'	Meets standard
Parking/Driveway	30' + 15" = 45'	1,423.6+'	Meets standard
Detention/Rain Garden	30' + 15" = 45'	45'	Meets standard
Side Yard Setback (east)			
Building 1	10' + 5' = 15'	276.2+'	Meets standard
Building 2	10' + 5' = 15'	265+'	Meets standard
Driveway/Parking (existing)	10' + 5' = 15'	39.2'	Meets standard
Trailer Storage	10' + 5' = 15'	75' – 86.4'	Meets standard

M-1, Light Industrial	Required/Allowed	Provided	Comments
Side Yard Setback (west)			
Building 1	50' + 25' = 75'	559.6'	Meets standard
Building 2	50' + 25' = 75'	526.2'	Meets standard
Driveway	50' + 25' = 75'	313.5'	Meets standard
Trailer Storage	50' + 25' = 75'	75' - 89.1'	Meets standard
Side Yard Setback (west)			
Driveway -36555 Ecorse	10' + 5' = 15'	40'±	Meets standard
Side Yard Setback (north)			
Driveway -36555 Ecorse	10' + 5' = 15'	85.8'	Meets standard
Rear Yard Setback (south)			
Building	10' + 5' = 15'	811.9'	Meets standard
Driveway	10' + 5' = 15'	616.8'	Meets standard
Spacing between Buildings	30'	350'±	Meets standard
Building Coverage	35%	8.2 %	Meets standard
Total Impervious Surface	75%	21.2 %	Meets standard
Outdoor Storage Coverage			
125% of 1,016,661 SF=1,270,826 SF	734,009 SF	647,540 SF (51%)	Meets standard
Building Height	35'	47'	VARIANCE REQUIRED (1)

(1) See OHM comment on building height; approval on height must also be approved by the FAA.

3. **Parking** (Article 14). The Site Plan meets the Zoning Ordinance Requirements:

Required	Provided	Comments
a. Parking Spaces (1)		
1 space per 550 (warehouse) - 1,500 (lt ind) SF UFA Bldg #1: 469,780 SF @ 80% = 375,824/550 & 1,500 = 683 – 251 spaces Bldg #2: 546,881 SF @80% = 437,505/550 & 1,500 = 795 – 292 spaces	Bldg #1 - 494 spaces Bldg #2 - 469 spaces	Meets standard; <u>totals are inconsistent from sheet to sheet</u>
b. Parking Space Dimensions		
10' x 20' (or 18' if adjacent to 7' sidewalk or landscaped area)	10' x 18' /20' (adj to 7' sidewalk and landscaping)	Meets standard
c. Aisle Dimensions		
22' (two-way) 26' on one side for buildings over 30 feet tall (Fire Dept. req.)	See OHM and Fire Dept comments	
d. Barrier-Free Parking		

Required	Provided	Comments
Bldg #1 North side: 246 spaces = 7 spaces South side: 248 spaces = 7 spaces Bldg #2 North side: 248 spaces = 7 spaces South side: 221 paces = 7 spaces	Bldg #1 North side: 7 spaces South side: 7 spaces Bldg #2 7 spaces 7 spaces	Compliance with ANSI requirements for location and design will be determined by the Building Department;
e. Truck Spaces		
10' x 50'	13-14' x 70' (loading dock) 11' x 55' (trailer parking)	Meets standard
f. Dock Doors/Trailer Parking		
	816	Meets outdoor storage standards

4. **Loading/Unloading (14.03 (b)):** Note #11 on Sheet C2.0 states loading and unloading will occur at proposed loading docks and grade level doors shown on site plan.
 - Building #1: 6 spaces required – 114 spaces shown. **Meets standards.**
 - Building #2: 15 spaces required – 118 spaces shown. **Meets standards.**
5. **Access and Circulation/Traffic:** The site plan (Sheets C4.0) shows the access points into and out of the site as well as vehicle circulation around site (fire truck and delivery truck). See OHM's and Fire Department's comments.
6. **Pedestrian Circulation:** The applicant notes that pedestrian sidewalk along Wick Rd and a portion of the frontage along Ecorse Rd will be installed and paid for by the developer (Note #39 on Sheet C2.0). The site plan needs to show where these pedestrian connections will be located on the site. See OHM comments for additional pedestrian circulation.
7. **Waste Enclosure (13.06):** Note #12 on Sheet C2.0 states that trash compactors and/or dumpsters will be located within the recessed truck dock area.
8. **Fences/Walls (13.03):** Boulder wall is located to the south of the existing ITC Tower on the site plan and landscape plan. Proposed gates are also shown on plan view by the existing/proposed emergency access drive (north and south ends) to prevent use. See landscape section for further comments.
9. **Lighting (13.05):** See OHM letter.

10. **Landscaping** (Section 13.02, Section 7.05). See OHM comments on greenbelt, buffer zone, parking lot, truck parking and detention pond landscaping and overall screening requirements.
- Calculations: Both Site Plan and Landscape Plan show 963 car spaces and 816 truck spaces (docks and spaces).
 - Plant Sizes: The proposed shrubs do not meet the minimum starting size of 30-36". **Sheets LS-2 and LS-10 still call for starting install sizes smaller than 30-36" – please revise.**
 - Installation and Maintenance: All required landscape notes have been added to Sheet C2.0 or the landscape plan.
 - Cost Estimate: A cost estimate of the proposed plantings and installation must be provided. **Please include a cost estimate in the plant set.**
11. Additional Landscaping required around the entire site (from OHM letter):
- Provide screening of significant height for the proposed dock doors and truck storage for residential to the east of the site. A waiver has been requested to provide two evergreens at 15' on center staggered row along perimeter of truck parking area (east, west, and south perimeter) in-lieu of buffer required. Applicant has provided 826 - 8' Ht. evergreen trees, a 4' high berm, and existing vegetation to screen proposed dock doors. MKSK finds this as an acceptable alternative to the required buffer between adjacent uses while also adequately screening dock doors.*
 - Provide additional evergreens along the south end for year-round screening for the residential district along Wick Road. A waiver has been requested to provide two evergreens at 15' on center staggered row along perimeter of truck parking area (east, west, and south perimeter) in-lieu of buffer required. Applicant has provided 826 - 8' Ht. evergreen trees, a 4' high berm, and existing vegetation to screen proposed dock doors. MKSK finds this as an acceptable alternative to the required buffer between adjacent uses while also adequately screening dock doors.*
 - Provide additional screening along the school property. It is recommended that the applicant meet with the school to add additional screening on the school property if it is determined that there is limited availability for additional landscape on the site. A waiver has been requested to provide two evergreens at 15' on center staggered row along perimeter of truck parking area (east, west, and south perimeter) in-lieu of buffer required. Applicant has provided 826 - 8' Ht. evergreen trees, a 4' high berm, and existing vegetation to screen proposed dock doors. MKSK finds this as an acceptable alternative to the required buffer between adjacent uses while also adequately screening dock doors.*

- d. *Provide additional screening at the proposed generator and transformer locations. Applicant has adequately screened proposed mechanical equipment with a mix of deciduous and evergreen plant material.*
- e. *Provide additional tree screening from all existing houses, i.e., structures along Ecorse Road whose trees in the winter months will not have foliage to provide screening. The required greenbelt plantings along Ecorse Road do help provide year-round screening with 25 evergreen trees located on the greenbelt berm. However, there is still an opportunity to provide additional screening north of building 1 between adjacent property line of M1 zoned parcel and back of curb on east-west internal road. **It is recommended to add trees in this area. Additional evergreen trees in this area would help screen building 1 from Ecorse Road in the winter months.***
12. *The landscape plan shall be reviewed and revised to ensure there are no proposed trees within public easements. Additionally, ensure all proposed trees are a minimum of 15-feet from proposed fire hydrants for example on the northwest side of building 2 a tree is proposed less than the allowable 15-feet). Utility lines and labels have been added to landscape sheets. **It is recommended that the utility line weights are darkened slightly for legibility.***
13. *Landscape plans shall state the percentage of existing trees to be removed. A percentage has been provided for total acreage of trees to be removed (21%) and acreage of trees to be preserved (79%). Since over 10% is being preserved, no replacement is required. **However, a tree inventory needs to be provided with size, species, and condition and whether each tree is to be preserved or removed.***
14. *The applicant shall review the buffer landscape requirements. Please reference table 13.02(d)(1) which states that the area shall meet the type A buffer zone requirements including specifics for the berm and planting material requirements per tale 13.02(d)(2). A buffer has been provided to help screen the development from residential on the Northeast corner of the property with – Buffer Type A used. While the plant quantities are correct the buffer is still deficient of a 4' high berm or 6' wall. **Please revise plans to show a wall or berm in this location.** Also, the location of the plant material is incorrect. **It is known that there is a wetland in the area but please locate as much material as possible near the property line to meet the intent of the ordinance. Also, it is recommended that the rain garden basin be treated as a detention basin with those associated calculations to provide plant material quantities. For the plant buffer between uses around the remainder of the site, refer to comments 1a – 1c.***

15. *The applicant shall note that they must be granted a tree removal permit before any construction commences as per Romulus Code of Ordinances, Chapter 64, Woodlands and Trees.*
16. *The all easements shall be shown on the landscape plans. Utility lines, easements and labels have been added to landscape sheets. It is recommended that the utility line weights and easements are darkened slightly for legibility.*
17. Additional Comments
- a. Detention Pond Table on sheet LS-1 states there are 515 shrubs around the basin. There are only 510 shrubs around the basin. **Please revise the plan and add 5 shrubs to be compliant with required ordinance.**
 - b. Sheet LS-2. There is an incorrect label on the plan “AS-9” but only a quantity of 6 shown. The landscape chart states there are 16 Abies Concolor but the plan shows 22. The landscape chart states there are 23 Picea Glauca but the plan shows 10. The landscape chart states there are 33 Thuja Plicata but the plan shows 26. **Please revise all plan and landscape chart quantity discrepancies accordingly.**
 - c. Sheet LS-5. There are two separate line items for Tilia Americana ‘Redmond’. **Please consolidate into 1 line item.** The landscape chart states there are 42 Picea Glauca ‘Densata’ but the plan shows 52. **Please revise plan and landscape chart quantity discrepancies accordingly.**
 - d. Sheet LS-6. The landscape chart states there are 12 Tilia Americana ‘Redmond’ but the plan shows 14. The landscape chart states there are 14 Quercus Bicolor but the plan shows 13. The landscape chart shows there are 7 Liriodendron Tulipifera but the plan shows 10. The landscape chart shows 77 Abies Concolor but the plan shows 79. The landscape chart shows 80 Picea Glauca but the plan shows 77. **Please revise all plan and landscape chart quantity discrepancies accordingly.** There is an incorrect plan label on the east side of the parking lot labeled “PA-10” but there are only 7 shown on plan. There is an incorrect plan label on the south side of the parking lot labeled “AW-10” but there are 12 shown on plan. **Please adjust plan labels to match symbols on plan.**
 - e. Sheet LS-7. The landscape chart states there are 100 Cornus stolonifera but the plan shows 95. The landscape chart states there are 120 Forsythia x intermedia but the plan shows 115. **Please revise all plan and landscape chart quantities accordingly. Please add 5 shrubs to be compliant with the detention basin landscape requirements.**
 - f. Plant Species Diversity. The overall landscape plan shall not contain more than thirty three percent (33%) of any one plant species. The use of trees native to the area, and

mixture of trees from the same species association, is encouraged. **Please provide percentages next to species to ensure no plant exceeds 33%.**

Recommendation:

To approve the site plan, the following is required:

- Special Land Use approval by City Council
- Use variance or conditional rezoning to allow the detention basin on property zoned R-1A, Single-family Residential
- We recommend that the applicant provides an updated landscape plan based on the comments provided before approval of the site.

June 15, 2023

Planning Department
Carol Maise, City Planner
City of Romulus
12600 S. Wayne Road
Romulus, Michigan 48174

Re: Romulus Distribution Center (SLU-2023-004 and SPR-2023-009)
Site Plan Review No. 2
Received by OHM: May 24, 2023
OHM Job No. 0155-22-1120

Dear Ms. Maise:

We have completed our review of the Romulus Distribution Center site plan, dated May 23, 2023. The plans were prepared by Webb Engineering and were reviewed with respect to the City's Zoning Ordinance and the City's Engineering Standards.

SITE CONDITIONS:

The site is located along the CN Railroad between Ecorse Road and Wick Road within Section 08 of the City of Romulus. This site is zoned M1 - Light Industrial and R1A – Single Family Residential. The surrounding sites are currently zoned M1, R1B, RM, R1A and M2. The overall development comprises of 288.22 acres.

The applicant has proposed to construct two buildings: one 469,780 square foot building and the other 546,881 square foot building to be used as warehouse/light industrial. The site is currently comprised of tall grasses with several trees and regulated wetlands.

It shall be noted that large scale industrial facilities (over 80,000 sf) require 50% greater setbacks, greenbelts, and buffer zones within the M-1 district. The amount of required plant material shall also be increased by 50% in the corresponding greenbelts. Furthermore, elevations facing an adjacent residential zoning district must meet requirements specified for the front façade outlined in Section 13.01.f.

GENERAL COMMENTS:

The following are general plan comments and information:

1. The applicant is strongly encouraged to meet with the Wayne County Permit Office early in the site plan process to discuss items under their jurisdiction (e.g., County Drain, traffic signals, stormwater management). We acknowledge that the applicant has begun coordinating with the County and an onsite meeting is scheduled for Tuesday, June 20th, 2023.
2. The project proposes to combine all the parcels impacted by the project with improvements or wetland conservation easements. The master planned ROW on both Ecorse and Wick is proposed to be dedicated.
3. Revise legends on each page such that: proposed building line type matches plans, public utilities are shown, no hydrants are shown on private water mains, differentiate sanitary and watermain line-types clearly, and all line-types/hatches shown on each plan sheet are included in each corresponding legend.

VARIANCES & WAIVERS:

All waivers and variances requested must be shown on the cover sheet. The following has been requested and should be listed on the cover sheet:



1. The applicant is requesting a variance for the maximum building height from 35' to 47'. Given the proposed distance the buildings are set back from the street and current market expectations for a building of this nature, we **support this variance**.
2. The applicant is requesting a variance for the maximum light pole height from 14' (within 300' of a residential district) to 25'. As the buildings are set back further than 300' from any residential buildings, we **support this variance**.
3. The applicant is requesting a variance for the location of the detention basin to be located within property that is zoned R1A. As the proposed area is adjacent to area that is encumbered by a conservation easement and will not be developed with a residential use, we **support this variance**.
4. The applicant is requesting a waiver of a revised curb design in the trailer storage area. As the applicant is proposing an increased curb height and gutter pan from the standard curb requirements and has other developments that are successfully maintained with these specifications, we **support this variance**.
5. The applicant is requesting a waiver for buffer zone landscaping. We defer to the MKSK recommendation regarding this request.
6. The applicant is requesting a waiver for payment in lieu of a portion of the construction of sidewalk. The applicant proposes to install only a portion of the sidewalk due to it being non-contiguous and crossing wetlands and a conservation easement. We **support the waiver** for the 743' of frontage along Wick Road and the 808' portion along Ecorse Road west of the proposed crosswalk and the calculated payment in lieu of amount of \$69,795 (1,551' * \$45/lf). We do note that the discussion of this issue on the plan set should be revised to fall under the waiver request section as the ability to provide in lieu of payment must be granted by the PC.

WATER MAIN AND SANITARY SEWER

Existing 12" watermain runs along the south side of Ecorse Road and an existing 12" watermain runs along the north side of Wick Road. The applicant has proposed two domestic water service lines as well as two fire services to each of the two proposed buildings, connecting to the proposed 12" water main traversing the site and tapping both Ecorse Road and Wick Road.

A 12" sanitary sewer exists along the south side of Ecorse Road. The applicant has proposed connecting to the existing sewer with a 10" sewer collection system for the site.

A private watermain will be proposed between the two buildings and is to be pressurized for the fire suppression system. Please note that there shall be no hydrants on the boosted main and it cannot be connected directly to the public watermain. It is currently depicted in compliance with these requirements.

The following shall be addressed during engineering plan review process:

1. The applicant shall ensure that a maximum of 300' is between each sanitary manhole per City of Romulus Standards.
2. The water main material type is currently proposed as fused HDPE. In the event this material type changes, an access path to both ends of the wetland crossing area may be required.
3. Watermain and sanitary profiles shall be provided for review with the engineering plan submittal.
4. The private water line for the fire suppression system shall be located at least 10' from any other public utility (sanitary sewer manholes).

STORMWATER MANAGEMENT

The applicant is proposing a stormwater management system within the landscaped and parking areas. This system is detained within a proposed rain garden and detention basin on the west side of the site.



The following shall be addressed during engineering plan review process:

1. The profile of the detention basin shall be revised such that:
 - a. Slopes match what is shown on plans
 - b. The profile includes all outlets.
2. Stormwater calculations will be evaluated during the engineering submittal.
3. Storm sewer profiles shall be provided with the engineering plan submittal.

PAVING AND GRADING

The proposed site includes a new drive connection to Ecorse Road and one existing connection for emergency use also on Ecorse Road. The plans include 497 parking spaces for Building 1 and 471 parking spaces for Building 2 including fourteen (14) accessible spaces for each building, more than the required number from parking calculations. Proposed cross-sections were provided for review along with design calculations for said cross-sections. The cross-sections meet the intent of the engineering standards and include technology such as Tensar TX8 Geo-Grid which provides additional pavement integrity illustrated in the calculations.

The following shall be addressed during engineering plan review process:

1. We recommend the use of additional signage at all ingress points to the proposed car parking to restrict truck traffic from making turns into areas that are not designated for their use. It is understood that no current tenants are known and this recommendation should be taken into account when reoccupancy applications are made.
2. Additional grading shall be proposed and verified during the engineering plan review. Some areas of the site require more detailed grading information to ensure proper drainage (along property lines, in open areas of pavement and greenspace, etc.).
3. Grading of all proposed sidewalks and parking spaces for ADA compliance will be verified during the engineering plan review.
4. The applicant shall determine the location of the proposed signal poles at the entrance as the existing utilities within the right-of-way may make the process difficult.

ARCHITECTURE

The applicant is requesting a variance for the proposed building height to be 47' (maximum in M-1 zoning shall be 35'). Additionally, a Special Land Use (SLU) application will be required for the increased overall building footprint above the allowable 80,000 sft.

The proposed building material is primarily painted precast tilt up panels. A material summary has been provided for each building with building material percentages listed. A color legend has also been added and the proposed color scheme consists of muted and neutral tones that are acceptable. There are several egress doors proposed around the buildings along with separate employee/office entrances. *It should be noted that building height approval is subject to FAA review.*

LIGHTING

The provided lighting plan proposes lighting poles and wall-mounted fixtures throughout the site. All fixtures are proposed to be LED and full cutoff fixtures. Minimum light levels are not met in many areas of the site.

The lighting plans are acceptable as proposed and we have no further technical comments.

TRAFFIC

A traffic impact study (TIS) and the related Synchro model was provided as part of the submittal, prepared by Fleis and VanderBrink.(F&V), dated August 4, 2022 with an addendum dated March 6, 2023 and additional information provided May 24, 2023.



We are in agreement with the TIS findings and note that the proposed mitigation recommendations have been shown as improvements in this submittal. We have the following comments regarding signaling that should be addressed during the design process for the proposed signal:

- a. Signal timing permits for the three signal optimization locations must be submitted to MDOT and WCDPS, as appropriate, for their review and concurrence.
- b. A new traffic signal is proposed at the site driveway to Ecorse Road; this must be submitted to and approved by Wayne County.
- c. Coordination with Wayne County regarding the implementation of railroad preemption should occur during the traffic signal design phase.
- d. A signal timing permit must be provided with the recommended settings for the new signal.

CONCLUSION

We have completed our review of the documents from an engineering standpoint and recommend conditional site approval at this time. A revised site plan package should be submitted for administrative review that addresses the comments listed above.

Sincerely,
OHM Advisors

Jessica Katers, P.E.

Memo

To: Planning Department
From: Robert Pfannes, Police Chief
Date: June 14, 2023
Re: Site Plan Review

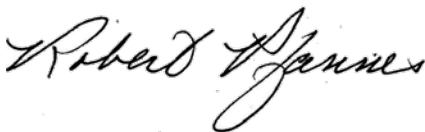
The following Site Plan Review has been reviewed by Lieutenant Eric Smith for any potential traffic, or parking complications.

SLU-2023-004/SPR-2023-009; *Romulus Distribution Center 2, LLC*

Location: 36711 Ecorse (DP# 80-030-99-0005-700)

Zoning: M-1; Light Industrial

Status: LT. Smith reviewed the site plan regarding the proposed changes to 36711 Ecorse Rd. It appears that the applicants for this project have considered traffic flow on Ecorse Rd. and submitted very detailed plans on how it will be addressed. The traffic light (pending approval), curb cut and widening the turning lanes should help with some of the increased traffic. He does not anticipate any issues with the company constructing a distribution facility at the proposed site. His only ask is if the schools to the south of the property will be affected in any way by the construction or permanent facility being where it is. If there is no need to have input from someone on the schoolboard, he does not see any other traffic related factors that would affect the city in a negative way.



Robert Pfannes
Police Chief

6. Public Hearings

A. SLU-2023-004/SPR-2023-009; Romulus Distribution Center

Applicant: Kyle Morton, Ashley Capital
Request: Special Land Use/Site Plan
Location: 36711 Ecorse Road (DP#80-028-99-0012-704)
Project: Construction of two industrial warehouse/distribution buildings that exceed 80,000 sq. ft. in size (Building 1 is 469,780 sq. ft. and Building 2 is 546,881 sq. ft.)

(Action Required: Recommendation to City Council to approve, approve with conditions, deny or postpone action on the Special Land Use request; approve, approve with conditions, deny or postpone on the Site Plan request)

Members of the development team present this evening included:

- Kyle Morton, Ashley Capital, 2575 S. Haggerty Road, Ste 500, Canton MI
- Mark Quimby, Ashley Capital, 2575 S. Haggerty Road, Ste 500, Canton MI
- Julie Kroll, Fleis & Vandenbrink
- Joe Webb, Webb Engineering, Ann Arbor MI
- Brandon Kritzman, Detroit Architectural Group, 30445 NW Highway, Farmington Hills.

Utilizing a PowerPoint presentation, Mr. Morton, Ashley Capital, made the following points:

- This project has been about four years in the making; the applicants first started talking to the City in mid to late 2019.
- The property is the largest M-1 property left in the City.
- The property had challenges associated with its historic use as an unregulated landfill.
- Ashley Capital has been in the Detroit market for over 30 years, specializing in bulk warehouse buildings. Their average building in Metro Detroit is over 500,000sf. They currently own about 40 buildings, with over 22 million square feet, spread across the Tri-County area.
- Ashley Capital was known for brownfield redevelopment. This will be their 3rd brownfield site, with the two proposed buildings their 6th and 7th buildings on landfills. They have a team of experts – both internally and externally – that are used to working with complicated projects such as this one. Recent examples of their work included redevelopment of the Hazel Park Racetrack, and redevelopment of the Liberty Park of America softball field in Sterling Heights.
- The subject site was very large – about 280 acres. However, only about 80 acres on the eastern portion of the site are useable. The rest of the land is encumbered by a conservation easement, which was put in place when the Pinnacle Racetrack was built in Huron Township. The conservation easement requires state inspection every three years. Ashley Capital has been working with the State, and nothing being proposed will impact the conservation easement. Ashley Capital was not seeking to lift the conservation easement or change anything in that area.
- Ashley Capital had spent considerable time working on land assemblage. The main parcel came from the City, which was basically everything that was a conservation easement as well as the southern landfill. Other parcels had been acquired in order to provide appropriate access to this site.

- The prior site had two access points which would not be adequate for the proposed plan. The applicants were now able to provide new access as well as a new circulation plan, which will include installing a traffic signal that will line up with the General Motors access drive across the street.
- Historically, as shown in two aerial photos from the 1960's, there had been two separate landfill/dumping operations on the property; both were unlicensed and therefore were not handled through a state regulatory agency. The approximately 75' elevation change on the site was caused by the long-term dumping that went on there.
- Ashley Capital will be seeking a variance from the Zoning Board of Appeals in order to put a detention pond on the west side – on the part of the parcel that is zoned residential. Originally they had hoped to put the detention pond toward Ecorse Road, but that ended up being regulated wetlands. The detention pond will be a dry pond.
- Ashley Capital had been before the Romulus Brownfield Development Authority and the City Council at least twice regarding this project.
- The biggest concern with the site was its combination of environmental pollution including methane and fill. This was never a municipal waste site, but was more a landfill operation for construction solid waste, such as 55-gallon drums, car parts, and so on. This material will not settle over time.
- Ashley Capital was proposing to level out the southern landfill to match the northern landfill, in order to create a single flat site. 750,000 cubic yards of soil needs to be moved south to north.
- Ashley Capital was proposing to construct two speculative buildings. One would be 470,000sf and the second would be 546,000sf.
- There would be two points of access from Ecorse Road, with no access to Wick Road.
- The watermain will be looped and will need to be extended from Wick Road; the applicants will restore any portion of Wick Road that will be disturbed.
- The buildings were set back 800' from the Wick property lines, allowing the applicants to leave most of the vegetation on the south side of the site undisturbed. A county drain runs through the area.
- In terms of proximity to residential uses, the development was 1,000' from the property line to the east, and 1,300' from the closest residential building.
- Ashley Capital was not proposing a rail spur on the site. The plans do show the neighbor's inactive rail spur crossing a corner of this site.
- Ashley Capital was requesting a waiver to provide 8' tall evergreens at 15' on center in a staggered row along the perimeter of the truck parking area (east, west, and south perimeters), in lieu of the required buffer. They were proposing 826 8'-high evergreens, a 4'-high berm, and existing vegetation to screen the proposed dock doors.
- Trees to be removed are shown circled in red on the plans, and calculations have been provided for tree replacement, per City ordinance.

Ms. Kroll, traffic engineer, Fleis & Vandenbrink, provided the following information:

- Fleis & Vandenbrink started working on this project in 2020, after working with the City to come up with a scope of work.
- As already stated, the project had two points of ingress and egress to the site, with no access to Wick Road.
- A signal will be added to the primary point of access, to facilitate truck movements in and out and to provide gaps in traffic that will allow trucks to get in and out of the site without

impacting traffic on Ecorse. Purchasing the residential properties as part of the property assemblage allowed the applicants to design a driveway that will share access and accommodate a signal for both the GM facility and this new facility.

- The bypass lanes will be widened and extended out to provide left turn lanes, so that traffic will not be backed up on Ecorse Road. Ashley Capital will also be working with the railroad to provide preemption, to avoid any issues where there might be a red light when a train comes through and traffic is backed up across the tracks. The signal design will incorporate the operations of the railroad tracks.
- Other mitigation will include signal timing optimizations, specifically on Ecorse and Wayne, as well as other locations, to improve the operations of the intersections over current conditions.

Mr. Morton described the project status further:

- The applicants had worked with EGLE (Michigan Department of Environment, Great Lakes and Energy) over the last 3 years to do extensive environmental testing, and extensive geotechnical work to ensure that the buildings' structure can be supported.
- The applicants had worked through the brownfield plan and tax increment financing. The project was on the MEDC/Michigan Strategic Fund (MSF) July agenda to request approval.
- Regarding the wetlands, the applicants were proposing just under 5 acres of wetland impacts on the site, largely in the area between the two landfills. This area had been left to be overgrown for the last 50 years, and has tires, random auto parts, and some kind of white suspended fluid in the water. From the State's perspective, this was not a high-quality wetland.
- Should special land use and site plan approval be granted, the applicants were hoping to start construction fall 2023.
- As noted in the MKSK and OHM reports, Ashley Capital was requesting 3 waivers:
 1. Landscape waiver, related to adding more evergreens in lieu of shrubs, in order to enhance screening of the site.
 2. Sidewalk payment in lieu of constructing additional sidewalk beyond the access from the railroad tracks west to the new traffic signal. Fractured land ownership to the west as well as an error in the conservation easement boundary prevented further sidewalk installation. Ashley Capital was not proposing a sidewalk on Wick Road per the City's request.
 3. Variances granted by the Board of Zoning Appeals: 1) to allow the detention basin on property zoned R-1A, and 2) variances for building height and light pole height.

Mr. Quimby, Ashley Capital, summarized the brownfield request as presented to the Brownfield Development Authority Board and City Council:

- The Brownfield Plan was approved in 2022, and was subsequently amended to include the newly acquired parcels. Since that time the combination of parcels has been approved, so that all the land was now one parcel.
- Mr. Quimby reviewed the history of brownfield development in Michigan, and described the purpose of and processes regarding brownfield development. Brownfield development helped provide funding through a TIF (tax increment financing) in order to allow polluted sites to be cleaned up and redeveloped, so that older, compromised sites could compete with new greenfields in terms of development potential.

- The subject site had several issues, chief among them the explosive levels of methane being generated by the organics within the landfill.
- From a geotechnical perspective, the site was completely inconsistent, which means the site cannot structurally withstand the proposed building loads without significant structural support and work. The applicants were proposing geopiers to act as foundations for the buildings.
- The buildings will have mitigation protocols to prevent the methane from accumulating in the buildings. Also, any pipes will need to be sealed with chemically resistant materials so that no groundwater contamination or leachate in the landfill can infiltrate the storm water system.
- The landfill itself will be capped, which essentially means to cover everything in order to control the contaminants and allow the actual construction process to move forward. A vapor barrier will be placed underneath the entire building slab so that methane can't come in through the floor.
- The TIF plan was approved for \$25M. About \$10.6M of that amount is for non-environmental activities, and \$14.5M is for environmental activities. The reimbursement period is for 23 years as currently estimated.
- Ashley Capital will continue to own the buildings after the project is complete.
- The brownfield law allows a developer to keep 100% of the tax increment; Ashley Capital was proposing to capture 90% of the tax increment, with 10% of the tax capture to go to Romulus and the applicable taxing jurisdictions.
- A Brownfield plan pays for activities that are necessary to make the site buildable, including earthwork, special utilities, methane controls, etc. The developer pays for those costs up front, and over the period of the plan the developer is reimbursed from the TIF. If at any point the development does not go forward after money has been spent on brownfield development, the developer will be out that money; the City will not be involved.
- Using graphs and charts, Mr. Quimby explained in some detail how a brownfield plan and TIF financing works. The 10% of the TIF that will go to Romulus and other taxing jurisdictions exceeds the current taxes being paid for this site. After the 23-year term of the brownfield is up, all the taxes will revert to the taxing jurisdictions.
- Ashley Capital's view was that this contaminated property can be redeveloped into productive use for the City, and after completion the development will generate at least 640 jobs. The brownfield mitigating process will control the entire site into perpetuity.
- Regarding the size of the buildings, this site had many issues, and there was a certain amount of money that will be needed to just get the site to ground zero so it can be developed, and the size of the buildings can offset that cost. Developing this site without brownfield funding would be impossible from an economic point of view.

Mr. Kritzman, Detroit Architectural Group, showed renderings of the existing conditions on site, including the residential neighbors and nearby schools, as well as renderings of the proposed buildings from different views including aerial views. The renderings showed the new access road, the new intersection, the rail line, the new berm and landscape buffer. Elevations of the proposed buildings were also provided, with some architectural articulation near the entrance doors, and windows on the south side of the buildings' facades. Mr. Kritzman pointed out the additional landscaping that was being purposefully located along the main thoroughfares to provide additional screening from many public vantage points.

The entire site was physically modeled, with the model included as part of tonight's PowerPoint presentation showing the proposed topography and grades of the entirety of the site, as well as the existing conditions on the site.

Mr. Kritzman pointed out that the existing residential homes had a significant amount of tree coverage immediately behind their properties. Some of the existing and new tree cover will lose leaves in the winter, which is why the applicants were proposing evergreen trees to help further screen the property.

The applicants completed their presentation.

Engineering Consultant Katers said that the lighting question noted in her June 15 written comments was in error – lighting plans are now acceptable as proposed, as long as the variance is granted by the BZA for the light pole height.

Engineering Consultant Katers offered review comments as follows:

- There were some waivers not included in the planning report that the Commission needed to discuss this evening:
 - a. The applicant had asked to decrease the typical trailer storage area curb from 12"x36" to 7"x12", which would still be greater than the standard curb and gutter. The applicant had indicated that this type of curb and gutter is used throughout their projects in Southeast Michigan. Engineering Consultant Katers had asked for pictures or additional items that show that those other developments were being successfully maintained, without trash running off the back of the curb, for instance. Engineering Consultant Katers said she could support this waiver request, but the additional items did need to be provided.
 - b. The landscaping waivers need to be added to the motion. The three property lines to the east, the south and the west all require a Type A buffer between the residential use and the industrial use; this needs to be clarified on the engineer's list of waiver requests. The applicant has proposed to put the double row of evergreens around the three property lines in order to provide screening. The buffer request was for a reduction in or a substitution for the Type A buffer to be evergreen rather than the mixture that is typically required of deciduous trees and shrubs. Engineering Consultant Katers also supported this waiver request.
- The building appearance needs to follow the appearance requirements in Section 13.01 of the Zoning Ordinance. Certain modifications in building appearance and materials can be allowed if the amount of required landscape materials within the frontage greenbelt is increased by 50%. That 50% was not calculated in the landscaping calculations, but Engineering Consultant Katers thought the applicants did have the ability to get the 50% increased landscaping in the frontage. After this modification, the plan would need to be reviewed again.
- The rain gardens in the front were not treated as detention; the applicant should provide the calculations to make sure the detention intent for landscaping was met.
- The amount of greenbelt frontage was reduced with the wetland. While plantings cannot occur there because of the conservation easement, the frontage as defined in the zoning ordinance needs to include the entire length of the property, with the landscaping dispersed over the rest of the remaining section of the frontage that can have plantings. If the Planning Commission allowed a decrease in the frontage length, that would also require a waiver.

Noting that this was a public hearing, and that an affidavit of first-class mail was on file, Chair Freitag opened the meeting to public comment.

Geri Schaudt, 36739 Wick Road, said she lived across the street from the proposed development. While the applicant stated this project would have no impact on traffic, currently the residents dealt with semi-trucks going up down the road on a constant basis. The traffic has increased dramatically. Wick Road has signs that said “No Commercial Vehicles” but they were inundated with commercial vehicles. The applicants were claiming this development would have no impact on the railroad, yet currently trains stopped for 20-30 minutes. Ms. Schaudt found it hard to believe there would be no impact on the railroad. The residents were looking at over 1,016,661sf of industrial building going in across the street from their homes, next to the schools. She would rather see overgrown trees than this development.

Teresa Pokorny, Cogswell, was concerned about the views that the elementary school and junior high would have of this property. Also, while the applicant would not have an entrance onto Wick Road, how long would it take before an entrance was constructed there? There was a lot of traffic on Wick Road now due to the detour. What would stop people from using Wick Road when the detour was no longer needed? People did not want to stop at the light would continue to use Wick Road. She did not want this development in her neighborhood.

James Garrison, Ozga Street, said he lived across the street from the Romulus engine plant. He found it hard to believe that the described new access drive will support the amount of traffic that these buildings will generate. He was concerned about the impact on the conservation easement. Mr. Garrison was also concerned about the impact on his back yard of disturbing that site with its toxic waste – would the contamination migrate to his property? His children all walked through the woods on a regular basis. Mr. Garrison said it was difficult to pull out from his street on to Ecorse right now. Again, he found it hard to believe that traffic would not be impacted by increased semi-traffic and more employee traffic. Mr. Garrison was concerned as to what this development would do to his property values, and whether the zoning would be expanded and he would be pushed out of his home.

Coralie Gelormino, Cogswell, agreed with the previous speakers. It was difficult to walk across the street right now to get to her mailbox because of the traffic. This was a commercial site being placed in a residential neighborhood, close to schools. The ambience of the area will not be the same. Children will look out their school windows and see a large commercial warehouse.

Franklin Schaudt, 36739 Wick Road, was concerned about an increase in train traffic. Trains park there for an hour or more at a time. Ashley Capital said they would not use the train, but this was hard to believe. The subject site was not a landfill, and it was not honest to call it one. Mr. Schaudt said the after the Ecorse intersection construction was complete, people will still use the easier way down Wick. He wondered if anyone on the development team would want this in their back yard. Ashley Capital mentioned jobs but Amazon had made the same promise, yet only a few people from Romulus worked at Amazon. The brownfield plan was for 23 years – would the City get nothing from this development for 23 years? Would the buildings be empty in 23 years? Mr. Schaudt mentioned the protected Michigan massasauga rattle snake which lived on the subject site, and the eagles nesting in the trees. A hundred acres of trees would be cut down, to be replaced a by few rows of trees and landscaping. He thought this development was a big mistake.

Stanley Stanek said he lived on Ecorse Road between Ozga and this site. The residents were plagued with flooding issues, and the McCoy Drain could not keep up with its current volume. What will happen to his home value when this project is constructed? Will the dry detention pond hold?

Leah Garrison, Ozga Street, asked how disturbing the soil will impact the residents, schools, and drains in the area. What will be the typical noise pollution levels for a development of this size? While some hazardous materials will be removed or capped, more will be brought in with this development. How will capping an entire property impact the wetlands? Lighting will impact wildlife. Will the lighting light up the sky? The GM plant down the road lights up her backyard. Was the proposed AT&T cell tower part of this development? The renderings made it difficult to see where the detention pond will be in relation to its residential neighbors.

Seeing that no other public indicated they wished to speak, Chair Freitag closed public comment and brought the matter back to the Commission.

Commission questions and discussion

In response to questions from the Commission, the applicants provided the following further information:

- The process for moving materials and soil around the site or moved off site will be regulated by EGLE, and EGLE is currently reviewing the applicant's workplan. EGLE review and approval was part of the tax financing plan/brownfield plan.
- Detroit pipes that are deteriorating are very old and constructed of wood, brick, etc. Newer materials, such as high-density plastic, have a much longer life expectancy. The pipes for this project will not be encapsulated in high-density plastic material that is chemically resistant, but will be constructed of that material. The life expectancy for these materials is very long – longer than the life expectancy of the building.
- The geopier system that will be under the buildings will absorb and spread the load across the entire footprint of the building. A traditional slab is constructed over the top of the geopier system. In a sense the weight of the building is floated across the piers, but the building is not really floating.
- The vapor barrier materials are regulated and EGLE has to approve them. EPA (Federal Environmental Protection Agency) also has guidelines relative to vapor barrier materials. The vapor barrier is made out of specific materials that are chemically resistant, with long life expectancies that are expected to be longer than the life of the building. Everything will be encapsulated underneath the building.
- All materials on site will comply with industry standards.
- Ecorse Road will be widened, and the turn signals and dedicated turn lanes are definitely going in. Fleis & Vandenbrink staff are meeting with Wayne County, DTE, and the City tomorrow.
- In response to comments that a more future-oriented traffic study would suggest mitigation based on the long-term growth of the City, Ms. Kroll explained the process and protocols for the traffic studies that were done. The traffic study encompassed 15 intersections on Ecorse Road. The traffic volumes used pre-COVID traffic counts, with COVID adjustments made on top of that. An annual growth rate was applied to the COVID adjusted volumes to account for additional traffic volume that is anticipated throughout the network, not just for this project, but for all the development that is anticipated to be in the area. This is why the

recommendations include off-site mitigations for signal timing optimization, in addition to the signal that will accommodate the future traffic generated by this site and the existing traffic from the GM facility.

- Romulus requires that if a tenant comes in that is a heavy traffic generator (heavier than the assumptions in the study), the site will have to be completely re-evaluated.
- Fleis & Vandenbrink applied a .96% growth rate to the build-out year; this growth rate was provided by the City. Again, the study used pre-COVID traffic adjusted volumes, and then applied the background growth rate to those volumes, and added the site-generated traffic on top of that.
- Mr. Morton said that Ashley Capital will commit to put language in the leases that Romulus residents will get a “first shot” at jobs through advertising, job fairs, and/or a local hiring preference. Ashley Capital had done this in other municipalities as well.
- The new evergreen trees (such as arborvitae) will be 8’ tall, 15’ on center, and will provide a year-round landscape buffer. The applicants were in communication with the school in order to make landscaping improvements against the school’s fence line.
- The berm is 4’ tall, so the trees when first planted will be at a visual height of 12’. The building will have a maximum height of 47’.
- In terms of the end user, the applicants were targeting tenants such as those in their Van Buren projects and in the Romulus Business Center. There will be no heavy manufacturing/stamping plants, etc., which in any event were not allowed in the M-1 district. There could possibly be light assembly/automobile sub-assembly uses in the buildings.
- The buildings were not intended to be true cross-dock truck terminals, where trucks would enter one side of the building and exit out the other within 20 minutes, for instance.
- In response to specific questions about the traffic study, Ms. Kroll reviewed background traffic volumes in Figure 4, site generated traffic volumes for cars in Figure 5, and site generated traffic volumes for trucks in figure 6, all of which led to future traffic volumes in Figure 7. The increase in volume was about 16% for certain intersections and turning movements. This increase did not represent an “in totality” percentage, however. Table 6 (p. 9 of the Study) showed the Site Trip Distribution that was used to send all the cars through the transportation network. The majority of the trips generated by the site will be cars used by employees or others accessing the site. Truck distribution was also shown on Table 6, with 50% of truck traffic anticipated to go to the west, and 50% to the south. Cars and trucks did not have similar distribution systems. The traffic study evaluates a.m. and p.m. peak hours.
- The two access points would allow trucks and cars to exit the site by turning left to I-275 should a train be backed up on the tracks.
- Both traffic signals that will handle GM traffic on Ecorse will be actuated and coordinated.
- The extension of the watermain will cross the wetland and go on to school property in what will be a “straight shot.” No trees are being removed for the watermain extension, which will run parallel to the east line of the school.
- The applicants will look at why trees to be removed on the southwest corner of the property were not indicated on the plans by a red circle as other trees to be removed were.
- The watermain extension will not come from Ecorse because they were creating a looped system, with the water connection on Wick Road much better for this purpose compared to Ecorse. The watermain extension will travel down school property, and have nothing to do with Wick Road. The watermain is 30’-40’ off the centerline of Wick.

- The geopiers would be driven into the ground about 20' deep, and filled with stone. The typical construction time for the piers would be about a month, with minimal offsite vibrations. These piers were different than those used for multi-story buildings.
- The applicants had met on site with the facility staff for the school, regarding how best to do this work with minimal impact to the school. They were working with the school on some other drainage improvements also. The applicants were obligated to repair anything on school property that might be damaged; they were aware of the new driveway and curbs that were recently put in. The only thing that might have a material impact was the new light pole that will need to be worked around or possibly relocated, but this would not require ripping up the new driveway.

Discussion:

- Commissioner Talon-Jemison thought the traffic studies should be based on future growth beyond the two-year build-out period.

Engineering Consultant Katers said that the process for obtaining an occupancy or re-occupancy permit will look at the trip generation for the known user to determine whether or not there will be any additional adverse impact. At that point, the City will require additional mitigation measures, if needed.

- After a series of questions and answers reflected in the discussion above, Commissioner Gbogboade noted that with two very large buildings on this site, there would undoubtedly be an increase in truck traffic on the local roads. How would truck drivers be incentivized to use the correct truck routes? How would the applicants reduce trucks turning right so that they did not fill up Wayne Road?

Mr. Morton said they had worked with tenants in other municipalities to make sure the lease language included enforceability of the requirement that trucks must stay on Class A roads. They would do the same in this case.

- Commissioner Frederick noted that large fires on the site had burned for about a week several decades ago, around 1989 and 1992.
- Chair Freitag pointed out that until the tenants were known, all conversation about traffic was to some extent hypothetical.

Mr. Morton said that the assumptions for the traffic study were based on maximum utilization of the buildings. Additionally, once tenants were in place the traffic studies would be redone based on the needs of the specific tenant. No changes were contemplated relative to a railroad spur, access to Wick Road, etc., and in any event those changes could not occur without a public hearing.

- Commissioner Long said he understood the concerns made in public comment regarding traffic and the impact on the environment. He did think that property values might actually increase as this area was improved. Based on his professional experience, he did not think the impact would be as negative as the neighbors feared.

The Chair recognized Jim Garrison, Ozga Street, and allowed Mr. Garrison to speak again.

Mr. Garrison spoke at length and in some detail regarding the fact that the residents had already seen the negative impact of development on traffic in their area. This was a huge development with employee shift traffic combining with other shift traffic in the area.

Additionally, the nearby homes were subject to repeated extensive flooding; flooding was horrible in this area. Widening roads eliminated drainage, and would likely increase the flooding.

Nothing had been done to address either the traffic or the flooding in the neighborhood. It was difficult to trust any promises made that things would not be harmed or that they might even be improved, or that the toxic waste/contamination from the site would not migrate to nearby residential properties. There was no built-in safety net for the residential properties.

In response to comments from the Commission, Mr. Garrison said every agency and municipal body, including the County, had been contacted regarding their flooding issues, and he had worked with the City and County for years trying to get the situation improved. The McCorry drain cannot keep up with current demand. And while Ecorse Road belongs to the County, the residents were surrounded by City property, and nothing had been done.

Mr. Morton said Ashley Capital had similar flooding issues on their property off Van Born Road, and had petitioned the County without success to take care of the situation. They were spending considerable money on the Van Born property to redo some of the detention ponds to try and improve the situation themselves. Tonight was the first they knew of the problems the residents were having, and they will do what they can with the County to work on improving the situation; they would be meeting with the County tomorrow.

Engineering Consultant Katers reiterated that the background traffic on the traffic study does include all the new traffic from the Trade Center, Sheetz, and the new development on the north side of Smith road.

Chair Freitag indicated she was ready for a motion, and after discussion and amendment, the following motions were offered:

MOTION by McAnally, support by Long, that the Planning Commission recommend to City Council approval of the Special Land Use application for *SLU-2023-004; Romulus Distribution Center* for two warehouse distribution buildings greater than 80,000 sq. ft. in area at 36711 Ecorse Road, subject to the following:

- 1. Submission of a revised site plan addressing all outstanding comments as noted by the Planning Commission and other agencies and departments;**
- 2. Use variance being granted by the BZA to allow the detention basin on property zoned R-1A, Single-Family Residential;**
- 3. Variances granted by the BZA for building height and light pole height; and**
- 4. Waiver to allow payment in lieu of construction of sidewalk in the amount of \$69,795.00 for a portion of the development.**

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

MOTION by McAnally, support by Long, that the Planning Commission approve the Site Plan based on the June 14, 2023 MKSK report (Site Plan) and other staff reports, subject to the following:

- 1. Special Land Use approval by City Council;**
- 2. Use variance being granted by the BZA to allow the detention basin on property zoned R-1A, Single-family Residential;**
- 3. Variances granted by the BZA for building height and light pole height;**
- 4. Waiver to allow payment in lieu of construction of sidewalk in the amount of \$69,795.00 for a portion of the development;**
- 5. Waiver to reduce curb height in the trailer storage area based on the applicant providing evidence of maintenance on other sites, from 12" x 36" to 7" x 12";**
- 6. Waiver to substitute double row of evergreens instead of Type A buffer screening along the South, East and West sides of the development.**
- 7. Once a tenant is known and prior to occupancy, anticipated truck and vehicle trips must be provided for review to verify if any additional improvements will be required; and**
- 8. Submission of a revised site plan addressing all outstanding items as noted by the Planning Commission and other agencies and departments.**

Motion discussion:

- The applicants should increase the landscaping to the 50% requirement per the zoning ordinance; this is included in condition #8 above. Mr. Morton said they would make sure the calculations reflected this requirement.
- In response to comments, Mr. Morton said they were not requesting a waiver from the frontage calculation in terms of the wetland frontage discussed above.
- The rain gardens will be included in the calculations for detention.

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

B. SLU-2023-005/SPR-2023-013; Sheetz

Applicant:	David Bruckelmeyer, Sheetz, Inc. Johnny Sweeney, NorthPoint Becky Klein, PEA Group
Request:	Special Land Use/Site Plan
Location:	33380 Wick Road (DP#80-039-99-0001-707)
Project:	Drive-thru as part of a proposed fueling station, convenience store and restaurant

(Action Required: Recommendation to City Council to approve, approve with conditions, deny or postpone action on the Special Land Use request; approve, approve with conditions, deny or postpone on the Site Plan request)

Members of the development team present this evening included:

- Drew Miller, Skilken Gold Real Estate Development Company, 4270 Morse Road, Columbus OH
- David Bruckelmeyer, Scheetz, Inc. 6430 Morrison Rd., Suite 150, Gahanna OH

MOTION by Frederick, support by Lloyd, that based on the above analysis and findings, the request for a variance for BZA-2023-013; Christopher Leduc, 13450 Cogswell Street, to allow a pole barn that exceeds the total allowable accessory buildings square footage by 400 square feet, be granted subject to:

- 1. The total square footage of accessory buildings on the site shall not exceed 1,900 sq. ft;**
- 2. No home occupation or other commercial use shall be permitted in the accessory building, and any home occupation is subject to the standards of *Section 11.17(c)* of the Zoning Ordinance.**

Roll call vote: Ayes – Frederick, Lloyd, Morris, Jones, Chandler. Nays – none. Motion carried 5-0.

C. BZA-2023-008; Romulus Distribution Center (Ashley Capital) – Building Height

Location: 36711 Ecorse Road
Request: Variance from Section 8.04(a) Area, Height and Placement Requirements of the Zoning Ordinance to increase the height of two buildings from the allowable 35' to 47'.
Project: Construction of two speculative light-industrial cross-dock buildings, totaling 470,000 SF and 547,000 SF

D. BZA-2023-009; Romulus Distribution Center (Ashley Capital) – Pole Height

Location: 36711 Ecorse Road
Request: Variance from *Section 13.05(e) Lighting Regulations* of the Zoning Ordinance to increase the light pole height from the allowable 14' within 300' of a residential district to 25'.
Project: Construction of two speculative light-industrial cross-dock buildings, totaling 470,000 SF and 547,000 SF

E. BZA-2023-010; Romulus Distribution Center (Ashley Capital) – Use Variance

Location: 36711 Ecorse Road
Request: Use variance in accordance with *Section 22.03(d) Use Variances* of the Zoning Ordinance to allow a detention basin associated with a warehouse/distribution development on 5.7 acres of property zoned R- 1A, Single Family Residential where M-1, Light Industrial zoning is required.
Project: Construction of two speculative light-industrial cross-dock buildings, totaling 470,000 SF and 547,000 SF

Cases C, D, and E were heard together.

Chair Chandler invited the applicants to make their presentation.

Kyle Morton, Ashley Capital, Canton MI was present on behalf of tonight's requests for variances that were necessary to move forward with the development and construction of two

speculative light-industrial cross-dock buildings, totaling 470,000sf and 547,000sf, at 36711 Ecorse Road. Joe Webb, Webb Engineering, Ann Arbor MI was also present.

Utilizing a PowerPoint presentation, Mr. Morton made the following points:

- This project has been before the Planning Commission, the Brownfield Development Authority Board, and City Council.
- Ashley Capital specializes in developing speculative buildings on brownfield sites. Ashley Capital had already been through the TIF (Tax Increment Financing) process with Romulus and EGLE (Michigan Department of Environment, Great Lakes, and Energy).
- The 159-acre site is located between Ecorse, Wick, and Cogswell roads and the CSX railroad. Ashley Capital purchased most of the property from the City in 2020, followed by 5 separate private party transactions involving properties that front Ecorse Road, as well as the pallet operation [Auto Pallets & Boxes] that sits behind the LKQ building and a vacant field.
- Over half the property is encumbered by a state conservation easement that will not be disturbed. There were two unregulated/unlicensed landfills on the property, dating from the mid-1960s. There had been automotive-related dumping on the landfills.
- There will be no access to Wick Road from this property; all vehicles will go north to Ecorse Road.
- Soil and geotechnical borings were complete.
- 82 acres of the 286-acre site will be used for this project. The majority of the property is zoned M-1, with 5.7 acres zoned R-1A.
- There will be no railroad spurs servicing this project. The existing rail lines will not be part of the proposal.
- Ashley Capital has spent almost 3 years working with State and local brownfield authorities, in order to get a tax increment financing plan in place and to ensure the site can safely be redeveloped. The biggest challenge outside of the environmental and geotechnical results of the landfill conditions relate to the site's location and the "hodgepodge" of zoning and conservation easements that have been created over the years.
- Ashley Capital had modified their original concept plans, reducing the scope of the project by removing a 3rd building, increased the setbacks beyond what the zoning ordinance and special land use requires, and moved back significantly from Wick Road. Wick Road homes were 1000' from the building, and the building was 1300' from the closest residential building to the east. A 4' berm is being constructed with 8' tall evergreens 15' on center, for additional screening to the east, south, and west.
- The detention basin that was the reason for the use variance will be a dry detention basin, and is not intended to hold standing water.
- The 3 variances requested were summarized as follows:
 1. Height variance, for a building height of 47' vs. 35' allowed. The request is based on the current standard for bulk distribution buildings being 36' clear height inside. This request is consistent with other granted heights for similar facilities.
 2. Light pole height of 25' vs 14' allowed in the residential district. The request is based on market need. 25' height is allowed in the district, except when within 300' of a residential use. 14' is not high enough to cast light above semi-trailers that have a height of 13'.
 3. Use variance, for a dry detention pond located in clay soil in R-1A zoning. The request is based on prior landfill use/surrounding zoning. A dry pond will help with mosquito control. There will be tree cover between the detention basin and the school property.

Chair Chandler noted that this meeting had been noticed by first class mail per City and State requirements, and an affidavit of mailing was on file.

Chair Chandler opened the meeting for public comment.

Coralie Gelormino, 8855 Cogswell, gave some history of her property, which had been owned by her husband's family for 60 years. Most of the people who lived in this area had moved here to be away from commercial and business uses. There were schools in very close proximity to this proposed project. Ms. Gelormino referenced the school millage bonds approved by the local property owners, and strongly questioned the appropriateness of this type of development next to school properties.

Geri Schaudt, 36739 Wick Road, said her home is across the street from this proposed 1 million square feet of industrial building space. At the last meeting [Planning Commission], it was established that none of the developers live in Romulus, and none would want to have this development in their back yard. Ms. Schaudt asked how long Ashley Capital would not have to pay full taxes. Ms. Schaudt believed that what Ashley Capital was asking for had changed since the last [Planning Commission] meeting, including the need for a retention pond, an increase in building height, and an increase in light pole height. How many taxpayers were notified of this proposal? The Schaudts had chosen to buy a home here because of the location; now it is a nightmare. Ms. Schaudt said projects like this one were turning neighborhoods into industrial zones.

Teresa Pokorny, 9429 Cogswell Street, was concerned about the number of truck bays at the proposed facilities, and if there would be truck parking with semi-truck trailers running all night long. Ms. Pokorny also moved to the area because of its country setting. People are putting their homes up for sale rather than live in this kind of neighborhood.

Patricia Ann Leigh, 6503 Merriman Road, was concerned about the proposed development, especially as her daughter had just purchased a home on Tyler Road, with no knowledge of this proposed development. Another daughter lives by St. Aloysius. Both had young children who will be attending Romulus schools in this area. Ms. Leigh was concerned about air pollution and noise pollution, especially as those things affected young children. Ms. Leigh supported all of Ms. Gelormino's comments.

Speaking again, Ms. Gelormino said she had 90-100 signatures from people in this area which she would be presenting to City Hall tomorrow. She emphasized that the issues involved were bigger than just nearby property boundaries.

Elizabeth Phillips, 32800 Wick Road, said that she had moved to Romulus 14 years ago for the peace and beauty of the area, and the sense of community here. Her grandmother had moved to Romulus about a year ago for the same reasons. Now they were seeing more noise, more traffic, and a loss of community. It was not acceptable to approve this type of development near schools and residential areas.

William Brewer, 39164 Clocktower Drive, supported the comments already made. They had moved to this area in 2011 because of the peace, the community, the scenery, and the schools. When does industrial development stop?

Franklin Schaudt, 36739 Wick Road, was opposed to the proposed lighting, the diesel fuel smells from the trucks, and the cross-docks in the proposed development. He drove trucks for many years and did not believe trucks would not be idling all night at this location. The proposed development would be dangerous for curious kids. He did not believe the dry detention pond would be dry, but would instead breed mosquitos. Ashley Capital had many other places available for development in the Detroit area; this did not need to be in the residents' back yards.

Jim Garrison, 7245 Ozga Street, lived 1300' to the east of this building. He had expressed his concerns at the Planning Commission meeting. He remained concerned regarding drainage issues, including drainage at Wick Elementary School. This development would reduce property values in the area. If this area was going to change to an industrial area, the residential homeowners should be bought out so they could move rather than deal with the fallout from the development.

Virginia Williams, Romulus resident and City Councilwoman, said she had been in Romulus since it was a township. Romulus had grown, but not for the residents, who did not need more industrial growth, especially when new industrial development was placed in residential neighborhoods. Ashley Capital was not here to enhance the lifestyle of Romulus residents; they are here to make money. The City needed to support the health and safety of the residents, rather than place industrial uses, such as the Amazon facility and this facility, in the middle of residential neighborhoods.

Ms. Williams was concerned that the proposed development was going to be located next to 2 schools, adding traffic and noise. Based on experience at other locations, she doubted the dry pond would be "dry." The residents should be considered before speculative buildings are built. The City needed family dining, a grocery store, and sidewalks, not more industrial development. What had the large industrial facilities done for Romulus? She did not support granting variances from Romulus' standards, and she did not support Ashley Capital coming back and asking for more.

Ms. Williams spoke to Romulus' reputation in southeast Michigan, which she believed was as a "dumping ground." The City needed to require respect and position itself to provide those things residents want. Romulus had to do better. Money meant nothing if there was a loss of peace, or a loss of clean air to breathe. She sympathized with the residents who spoke this evening, who have a right to be heard over any business that chose to come in and dump their plans in Romulus' back yards. Businesses make promises, but have no intention of keeping them.

Ms. Williams said the applicants had purchased the land being discussed tonight, knowing it is contaminated. This did not mean that Romulus had to accept what they were proposing.

Stanley Stanek, 37325 Ecorse Road, thought that Ashley Capital had not come in with a plan that met ordinance requirements the first time [before the Planning Commission], and now had to add more requests. The BZA had the opportunity to say no.

Dale Justice, 13501 Inkster Road, spoke of his experience with new detention ponds around his property resulting in ditches surrounding his property being full of water, where previously this was not the case. Dry ponds did not work, and the blame was passed on to the County, so nothing was done. The City needed to take care of its residents.

Nicola Brewer, 39164 Clocktower Drive, said she attended Metro Charter Academy, and had been tardy many times because of the heavy truck traffic that impacted her ability to get to school on time. Schools that are by truck areas will be negatively impacted by the noise.

Speaking again, a resident pointed out that the Deranged Haunted House applicant knew that the Haunted House Attraction could not have lights shining into neighbors' properties. Yet tonight there was a proposal that could end up doing that very thing.

Seeing that no other public indicated they wished to speak, Chair Chandler closed public comment and brought the matter back to the Board.

Chair Chandler said that he had lived in Romulus his entire life and witnessed its change from a farming community to an industrial hub. He had lived with these changes and understood that even more changes would come; it was the nature of what was happening in Romulus, and to a certain extent people had to live with it. Chair Chandler lived less than a mile from the site being discussed this evening; he had lived in his home since 1965. Even though residents wanted a Meijer or a Walmart, that was unlikely to happen in Romulus. The site in question had been a toxic dump for years, and needed to be cleaned up.

The Chair acknowledged residents who wished to speak. Additional comments included:

- Such sentiments as expressed by the Chair were unjustifiable. People moved to Romulus for its quietness; those residents mattered.
- Residents made big decisions to purchase homes in Romulus. They needed to be protected from industrial development.
- Several residents said that if they knew this area would transition to such industrial uses, they would have made a different decision when purchasing their property.
- Did any public officials gain financially from this proposed development? Was the City stuck with this land if the development did not move forward?

In response, Mr. Morton said no public officials benefited from this development. Ashley Capital owned the land, and would suffer the consequences if their plan was unable to proceed.

Chair Chandler again brought the matter back to the Board.

In response to questions, Mr. Morton and Mr. Webb provided the following further information:

- The request for light pole height at 25' rather than something shorter was because 25' was allowed in traditional industrial zoning districts, and was necessary to disperse the light. The closest residential structure to the building is either – depending on which direction you go – 900' or 1300', or 3-4 football fields in length. The fixtures will use LED lights which will disperse light down. Side shields can be added if required.
- The typical tenant for this type of building in the M-1 District is warehouse distribution or light assembly space. Uses at other similar locations included automotive, FedEx, etc.
- The north and south sides of the buildings have car parking next to them. The dock doors of the building are on the east and west sides.
- A complete traffic impact study had been provided. There was no traffic access road on the site to Wick Road. Truck traffic will use Ecorse Road.

- Ashley Capital had met with the Wayne County Department of Public Services team, Romulus Public Works, Economic Development staff, and the Mayor relative to the drainage on this site. The County was looking at a substantial road project on Ecorse and major drainage update impacting the McClaughrey drain system.
- The base of the dry retention pond will be about 7' deep and will be allowed to store water 5' deep, or about 900,000 cubic feet of water. Currently the water just sheet drains off the landfill. There are low areas between the two landfills that hold water, and which contained old tires, cars, etc.
- The dry pond was designed to be sloped to one common low point, which discharges to a drain. A storm event may cause the pond to fill up, but then the pond will drain dry to the low point, with the water draining off site. Ashley Capital has done extensive testing to discover what needs to be done to keep stormwater and groundwater separated, and a low permeable clay liner on the bottom of the basin will keep the two from interacting.
- Per Wayne County requirements, the stormwater system is designed so that the first half inch of water over the site will be released within 24 hours; the water released will be cleaner water. A 100-year flood event will take up to 2 days for the pond to drain dry.
- From memory, the closest house to the pond is over 1000 feet away.
- Should something happen and mosquitoes breed in the pond, the pond can be treated under the supervision of the County and EGLE. Since this is a conservation easement piece, the pond can be treated but nothing else can be.
- In response to comments that the applicants had changed their design and therefore had to ask for "more," the design – including requirements for variances – were on the plans from the initial submittal, and approval by the Planning Commission was conditioned on the applicants receiving the variances requested this evening. These were the same plans reviewed and approved by the Planning Commission and City Council.
- A large portion of the conservation easement is wetlands. The 80-acre development piece probably contained about 20 acres of wetlands. The portion impacted by this development is the low lying portion between the two landfills, which has standing water, and which contained significant debris, including auto debris, as already mentioned. Ashley Capital had an outstanding wetland permit; they were working through the final pieces of that with EGLE.
- In response to an audience question, the applicants again showed an aerial of the site, with the portion purchased from the City so labeled, and with portions purchased from private parties also labeled. The purchases from private parties were necessary in order to align the traffic signal at the GM driveway.

Member Frederick pointed out that when the General Motors engine plant, across the street from the subject site, was built in 1976 it was in the Guinness Book of World Records as the largest continuous indoor space; now it was #3 on the list. The area was already industrial, and people continued to move into homes in the area. Tonight's proposal was for a dirty site that would be cleaned up, and that would provide jobs for the community.

Mr. Morton added that one of the conditions of Planning Commission approval was that Romulus residents would get a first chance at the jobs created on this site through a job fair and/or other processes.

Chair Chandler indicated he was ready to entertain motions regarding tonight's request.

MOTION by Morris, support by Frederick, in the matter of BZA-2023-008, Romulus Distribution Center (Ashley Capital) – Building Height, 36711 Ecorse Road, that based on the analysis and findings in the July 24, 2023 Board of Zoning Appeals Summary Report, and the discussion held during this meeting, the Board of Zoning Appeals grants the request for a variance from Section 8.04(a) Area, Height and Placement Requirements of the Zoning Ordinance to increase the height of two buildings from the allowable 35' to 47', for the construction of two speculative light-industrial cross-dock buildings, totaling 470,00 square feet and 547,000 square feet, with the following conditions:

- 1. Special Land Use approval by City Council;**
- 2. Use variance being granted by the BZA to allow the detention basin on property zoned R-1A, Single-family Residential;**
- 3. Submission of a revised site plan addressing all outstanding items as noted by the Planning Commission, BZA and ARC.**

Roll call vote: Ayes – Morris, Frederick, Lloyd, Chandler. Nays – Jones. Motion carried 4-1.

MOTION by Morris, support by Frederick, in the matter of BZA-2023-009, Romulus Distribution Center (Ashley Capital) – Pole Height, 36711 Ecorse Road, that based on the analysis and findings in the July 24, 2023 Board of Zoning Appeals Summary Report, and the discussion held during this meeting, the Board of Zoning Appeals grants the request for a variance from *Section 13.05(e) Lighting Regulations* of the Zoning Ordinance to increase the light pole height from the allowable 14' within 300' of a residential district to 25', for the construction of two speculative light-industrial cross-dock buildings, totaling 470,00 square feet and 547,000 square feet, with the following conditions:

- 1. Special Land Use approval by City Council;**
- 2. Use variance being granted by the BZA to allow the detention basin on property zoned R-1A, Single-family Residential;**
- 3. Submission of a revised site plan addressing all outstanding items as noted by the Planning Commission, BZA and ARC.**

Roll call vote: Ayes – Morris, Frederick, Chandler. Nays – Lloyd, Jones. Motion carried 3-2.

MOTION by Morris, support by Frederick, in the matter of BZA-2023-010, Romulus Distribution Center (Ashley Capital) – Use Variance, 36711 Ecorse Road, that based on the analysis and findings in the July 24, 2023 Board of Zoning Appeals Summary Report, and the discussion held during this meeting, the Board of Zoning Appeals grants the request for a use variance in accordance with *Section 22.03(d) Use Variances* of the Zoning Ordinance, to allow a detention basin associated with a warehouse/distribution development on 5.7 acres of property zoned R- 1A, Single Family Residential where M-1, Light Industrial zoning is required, subject to the following conditions:

- 1. The use variance is for SPR-2023-009; Romulus Distribution Center only as approved by the Planning Commission, City Council and ARC (Administrative Review**

- Committee); any modifications to the approved site plan are subject to city review and approval;
2. The area associated with the use variance is limited to approximately 5.7 acres as identified on the site plan; any expansion will require city review and approval;
 3. Submittal of a revised site plan for administrative review prior to review of the special land use by City Council; and
 4. Once a tenant is known and prior to occupancy, anticipated truck and vehicle trips must be provided for city review to verify if any additional improvements will be required.

Roll call vote: Ayes – Morris, Frederick, Lloyd, Jones, Chandler. Nays – none. Motion carried 5-0.

F. BZA-2023-011; Sheetz

Location: 33380 Wick Road
Request: Variance from *Section 14.01(f), Off Street Parking Requirements* of the Zoning Ordinance to allow 4 additional parking spaces, increasing the maximum allowable spaces from 51 to 55 spaces for a drive-thru restaurant, convenience store and fueling station.
Project: Construction of Gas Station, Convenience Store with Restaurant

Chair Chandler read the case, and invited the applicants to make their presentation.

Members of the development team present this evening included:

Aman Walia, Sheetz Real Estate Team
Scott Armstrong, Sheetz Real Estate Team
Rebecca Klein, PEA Group

Utilizing a PowerPoint presentation, Mr. Walia offered the following information:

- Sheetz was founded in 1952 in Altoona, PA, starting as a convenience store with a deli, eventually adding fuel. Today Sheetz offers MTO (made to order) customized food, ordered via screens. Sheetz offered a variety of foods such as Mexican food, salads, burgers, sandwiches, etc.
- Sheetz was in six states; Michigan will be its seventh. They had close to 700 stores and over 28,000 employees.
- Views of the exterior and interior of the store were presented. Sheetz offered food service as well as fuel 24/7. The business was family oriented, and community oriented, offering a \$2,500 check to the local Special Olympics upon opening, and cooperating with local food banks to avoid food waste.

Ms. Klein described the proposed layout, which was similar to the prior approved Royal Farms gas station. Diesel fueling will be on the north side of the site, with passenger vehicle fueling on the south. The center of the site will have the convenience store/restaurant, with a queuing area on the east (where Royal Farms had proposed a car wash, something Sheetz will not have).

City of Romulus

SPECIAL LAND USE REVIEW APPLICATION

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

RECEIVED

By kahubbard at 2:50 pm, May 14, 2023

All Information must be filled out on the application.

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

Project Information: This Section to be filled out by City

Case Number: SLU- 2023-004

Date Submitted: 3-14-2023

Fee: New SLU: \$1,600 + SPR Fee
Single-family Residential = \$350 + SPR Fee

Applicant Information:

Name: Romulus Distribution Center 2, LLC

Street: 2575 South Haggerty Road

City: Canton

State: Michigan Zip: 48188

Phone: () 734-394-1900

Email/Fax: 734-436-0256

Property Owner Information:

Name: Romulus Distribution Center 2, LLC

Street: 2575 South Haggerty Road

City: Canton

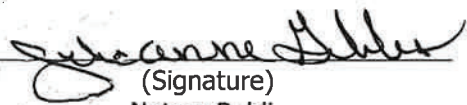
State: Michigan Zip: 48188

Phone: () 734-394-1900

Email/Fax: 734-436-0256

Notary for Applicant:

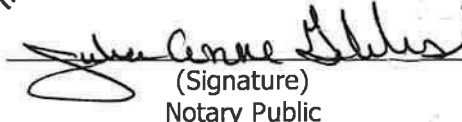
Subscribed and sworn before me, this 13th day of March, 2023. A Notary Public in and for Wayne County, Michigan.


(Signature)
Notary Public

My Commission expires December 20, 2027

Notary for Property Owner:

Subscribed and sworn before me, this 13th day of March, 2023. A Notary Public in and for Wayne County, Michigan.


(Signature)
Notary Public

My Commission expires December 20, 2027

Site Information:

Property Address: 36711 Ecorse Road

Parcel ID#s: Pending Lot Split/Combination

Approval from The City of Romulus

Brief Description of Proposed Use:

The site is zoned M1-Light Industrial.

We will be building 2 warehouse buildings

Totaling 1,016,661 SF +/-

Project Name: Romulus Distribution Center

Affidavit of Petitioner:

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

Kyle Morton
Print Applicant Name

3/10/23
Date

Kyle Morton
Print Property Owners Name

3/10/23
Date


Signature of Applicant

3/10/23
Date


Signature of Property Owner

3/10/23
Date

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

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

Hours of Operation: TBD - Speculative Industrial Building

Days of Operation: TBD - Speculative Industrial Building

Number of Employees: TBD - Speculative Industrial Building (estimated at 625 at completion)

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

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

The site was rezoned by the City as light industrial and this is a speculative light industrial development.

The proposed buildings are consistent with the building design criteria laid out in the 2019

Master Plan or industrial development. The Conservation easement portions of the property will remain so.

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

The proposed development's building design, lot coverage, landscaping and overall site design

meets the requirements found in M1 Zoning except for building size (SLU) and

building height (seeking variance).

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

The proposed development is bordered on the east by a 100-ft railroad right-of-way, to the

west by developer's owned land (under a permanent conservation easement), to the north,

Ecorse Road and heavy industrial. To the south is residentially property and the

developer is proposing to maintain a 618+ foot natural (heavily treed) buffer between said

residential properties and its paved access drive.

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

The vehicle infrastructure will add safety by allowing vehicles in and out of the site access to a traffic light to make direct left turns. The proposed traffic 4-way traffic light will be aligned with the existing industrial drive approach on the north side of Ecorse Road, this will further contribute to the safety of vehicles. The site distance for all roads and driveways exceeds the minimum requirements.

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

The development is speculative and hours of operation are being considered as 24/7. All loading / unloading of trucks is to occur within the truck docks. The distance between the grade door and nearest residential dwelling is in excess of 1,060 feet. A heavily treed / natural buffer is being maintained between the proposed warehouse and residential zoning.

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

The development site is an unregulated landfill that had no overall grading plan. This unplanned grading has created very poor quality wetlands within the limits of the landfill. There also exist better quality wetlands & woodland outside the limits of the landfill. The developer has revised the site plan (decreased size of building and impervious areas) to greatly limit disturbance to the better quality wetlands / woodlands and will be mitigating the poor quality wetland through their EGLE permit. .

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

The proposed development will utilize existing public water & sanitary located within the Ecorse Road right-of-way. The developer is proposing to extend public water to the Wick Road right-of-way completing a looped system, benefiting both the development & City. The site's access point is to Ecorse Road (Class A) and the site's storm water will drain to the Post Drain (located to the south of the site).

City of Romulus

SITE PLAN REVIEW APPLICATION

RECEIVED

By kahubbard at 2:50 pm, May 14, 2023

Planning Department - Dept of Public Services - 12600 Wayne Road, Romulus MI 48174

Phone: (734) 955-4530 - Planning@Romulusgov.com - Romulusgov.com

Applications to the Planning Commission must be administratively reviewed by staff and found "substantially complete" prior to being placed on the Planning Commission agenda. The application must be accompanied by the data specified in the Zoning Ordinance, the Development Review Guidelines and Application, plus the required review fees.

Site Information:

Property Address: 36711 Ecorse Road

Parcel ID#'s: Pending Lot Split /Combination approval from City of Romulus

Pending Lot Split /Combination approval from City of Romulus

The property is located on the NORTH/SOUTH/EAST/WEST side of

Ecorse Road Road; between

Cogswell Road & Wayne Road.

Frontage of 884 feet and a depth of 5125 feet.

Total Gross Acreage: 159.2 Total Net Acreage: 157.86

Total Acreage of Development Area: 81.6

Project Description:

Name of Project: Romulus Distribution Center 2, LLC

Property Zoning: M1 - Light Industrial

Proposed Use: Light manufacturing

A written description of the **existing** and **proposed uses**, including but not limited to the hours of operation, number of employees on largest shift, number of company vehicles MUST be included on the Site Plan

Is this Use considered a **Special Land Use**? YES/ ☒ NO
(if yes a separate application must be filed)

Are there any public roads, alleys or utilities, which must be **vacated** by the City? YES/ ☒ NO
(if yes, approval of the vacation must be approved prior to site plan approval)

Project Information: This Section to be filled out by City

Case Number: SPR- 2023-009

Date Submitted: 3/14/2023

Non-refundable Planning Fee: \$1,000

Initial Escrow Fee: \$12,700

Total Fee: \$13,700

Project Detail: Check Use:

☒ Industrial ☐ Commercial ☐ Office
☐ Institutional ☐ Cell Tower/WECS
☐ Condominium
☐ Subdivision Plat - Tentative Preliminary Plat
☐ Subdivision Plat Final Preliminary Plat
☐ Part of PDA
☒ New Construction
☐ Expansion/Modification to Existing Building/Site

Sq. Ft. of Existing Buildings

Sq. Ft. of Addition/Expansion:

Sq. Ft. of Proposed Buildings 1,016,661 SF

No. of Units/Lots/Buildings Proposed 2

No. of Units/Lots/Buildings Existing 0

Tree and Woodland Information:

Each Application must comply with Chapter 38 of the Code of Ordinances

Does the site contain regulated trees or woodland area?
YES/ NO

If there are no trees and/or no regulated trees on site then a "No Tree Affidavit" must be submitted with this application signed by a licensed engineer, forester or other qualified individual.

Wayne County Roads:

Does the project require any curb cuts onto any Wayne County roads? ☒ YES/ NO

Please contact Wayne County DPS-Permits at 734-595-6504 for a permit application.

Applicant Information:

Name: Romulus Distribution Center 2, LLC
Street: 2575 South Haggerty Road, Suite 500
Romulus Distribution Center 2 LLC
City: Canton
State: Michigan Zip: 48188
Phone: () 734-394-1900
Email/Fax: () 734-436-0256

Project Representative:

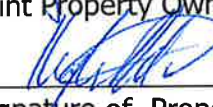
Name: Kyle Morton
Street: 2575 South Haggerty Road, Suite 500
Romulus Distribution Center 2 LLC
City: Canton
State: Michigan Zip: 48188
Phone: () 734-394-1900
Email/Fax: () kmorton@ashleycapital.com 734-436-0256

Property Owner Information:

Name: Romulus Distribution Center 2, LLC
Street: 2575 South Haggerty Road
City: Canton
State: Michigan Zip: 48188
Phone: () 734-394-1900
Email/Fax: () 734-436-0256

Affidavit of Petitioner:

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

<u>Kyle Morton</u>	<u>3/10/23</u>
Print Applicant Name	Date
	<u>3/10/23</u>
Signature of Applicant	Date
<u>Kyle Morton</u>	<u>3/10/23</u>
Print Property Owners Name	Date
	<u>3/10/23</u>
Signature of Property Owner	Date

Property Restrictions:

Legally binding development constraints such as a Planned Development Agreement, deed restrictions or court rulings may limit the developmental capacity of your site. It is your responsibility to be aware of such restriction.

KM
Applicants Initial

Notary for Applicant:

Subscribed and sworn before me, this 10 day
of March 2023. A Notary Public in
and for Wayne County, Michigan.

Sharane A Funk
(Signature)

Notary Public

My Commission expires March 24, 2026.

Notary for Property Owner:

Subscribed and sworn before me, this 10 day
of March 2023. A Notary Public in and
for Wayne County, Michigan.

Sharane A Funk
(Signature)

Notary Public

My Commission expires March 24, 2026.

SHARANE A. FUNK
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Mar 24, 2026
ACTING IN COUNTY OF Wayne

SHARANE A. FUNK
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Mar 24, 2026
ACTING IN COUNTY OF Wayne

2022



Planning Department 12600 Wayne Road, Romulus MI 48174 Phone: (734) 955-4530 Fax (734) 941-5842 Building
and Safety Department 12600 Wayne Road, Romulus MI 48174 Phone: (734) 942-7550 Fax (734) 941-5799
www.romulusgov.com

The Environmental Protection Ordinance Screening Application **MUST** accompany all applications to the Planning Commission/Planning Department. Any YES answer will automatically be referred to the Environmental Protection Board prior to being placed on the Planning Commission or Board of Appeals (where applicable) agenda.

The Environmental Protection Board is administered through the Building and Safety Department and can be reached at (734) 942-7550 for further information.

Name of Development/Project: Romulus Distribution Center
Property Address: 36711 Ecorse Road
Parcel ID#'s: _____
Pending Lot Split /Combination approval from City of Romulus _____

The property is located on the NORTH/SOUTH/EAST/WEST side
of south side of Ecorse Road; Between
Wayne Road and Cogswell Road.
The property has a frontage of 884 feet and a
Depth of 3827 Feet.

Property Zoning: M1 - Light Industrial Proposed Use/Development:
speculative light industrial building

This Section to be filled out by City

Case Number: _____

Date Submitted: _____

Date Filed: _____

Are any of the boxes below checked **YES**? If so, transmit to
Building Department.

Date Transmitted
to Building Department: _____

Environmental Screening Questionnaire: All Questions MUST be answered.

Please answer if the proposed use of the site will involve construction/modification and/or operation of any of the following:	YES	NO
1. A hazardous waste disposal facility, as defined in MCL 324.11102(b)		X
2. A hazardous waste treatment facility, as defined in MCL 324.11104(a)		X
3. A hazardous waste storage facility, as defined in MCL 324.11104(4)		X
4. A hazardous waste limited storage facility, as defined in MCL 324.11103(7)		X
5. A hazardous waste transfer facility as defined in Michigan Administrative Code R 299.9108 (f)		X
6. A solid waste disposal area, as defined in MCL 324.11503 (2)		X
7. A liquid industrial waste disposal area, as defined in MCL 324.1210 (7)		X
8. A waste disposal well, as defined in MCL 324.62501 (c)		X
9. A source or sources of any contaminants which require(s) a renewal operating permit pursuant to MCL 324.5506		X
10. Will the proposed use of the site involve the presence of any extremely hazardous substances identified under 40 CFR Part 355 at or above threshold planning levels for those substances?		X

City of Romulus

ENVIRONMENTAL PROTECTION SCREENING APPLICATION Pg. 2

Property Owner Information:

Name: Romulus Distribution Center 2 LLC
Street: 2575 South Haggerty Road, Suite 500
City: Canton
State: Michigan Zip: 48188
Phone: () 734-394-1900
E-mail: kmorton@ashleycapital.com

Applicant Information:

Name: Romulus Distribution Center 2 LLC
Street: 2575 South Haggerty Road, Suite 500
City: Canton
State: Michigan Zip: 48188
Phone: () 734-394-1900
E-mail: kmorton@ashleycapital.com

Affidavit of Petitioner:

I, The undersigned petitioner, being duly sworn, depose and say that the statements and information herewith submitted are true and correct to the best of his/her knowledge, information and belief; further that s/he is authorized to submit this petition. I further acknowledge that the City and its employees shall not be held liable for any claims that arise as a result of acceptance, processing, or approval of this site plan application.

Kyle Morton 3/10/23
Print Property Owners Name Date

[Signature] 3/10/23
Signature of Property Owner Date

Kyle Morton 3/10/23
Print Applicant Name Date

[Signature] 3/10/23
Signature of Applicant Date

Notary for Property Owner:

Subscribed and sworn before me, this 10th day
of March 2023. A Notary Public in and for
Wayne County, Michigan.

Sharane A. Funk
(Signature)

Notary Public

My Commission expires March 24, 2026

Notary for Applicant:

Subscribed and sworn before me, this 10th day
of March 2023. A Notary Public in and for
Wayne County, Michigan.

Sharane A. Funk
(Signature)

Notary Public

My Commission expires March 24, 2026

SHARANE A. FUNK
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Mar 24, 2026
ACTING IN COUNTY OF Wayne

SHARANE A. FUNK
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Mar 24, 2026
ACTING IN COUNTY OF Wayne



Nonresidential Development Project Form

Please complete this form for each new nonresidential construction project in your community. Return form(s) via email or fax using contact information on bottom of this page. Thank you.

Name of Project Romulus Distribution Center 2, LLC

Location (please provide parcel id if address not assigned yet)

Address: 36711 Ecorse Road

Parcel Number/APN: Pending Lot Split/Combination by City of Romulus

Status COMPLETED
Year _____

UNDER CONSTRUCTION

☐

PROPOSED
Projected Start 2023

Building Type

☐ Hotel (# of rooms _____)

☐ Institutional (schools/churches)

☐ Mixed-Use

☐ Retail/Commercial

☒ Industrial or Warehouse

☐ Medical/Hospital (# of beds _____)

☐ Office

☐ Transportation

Investment Value

\$75,000,000

Construction Type and Building Size – please circle one and provide square feet of floorspace

NEW or REDEVELOPMENT
(demolish and rebuild)

Square Feet of Project 2 buildings totaling 1,000,000 SF +/-

ADDITION
(to an existing structure)

Square Feet of Project _____

RENOVATION
(of an existing structure)

Square Feet of Project _____

JOBS ADDED 625 +/-

JOBS RETAINED _____

If no nonresidential construction occurred, please check box and fill in your community name below.

☐

No Construction
to Report _____



SITE PLAN NOTES

1. ZONING OF PARCEL IS M1 (LIGHT INDUSTRIAL) AND R1-A (RESIDENTIAL)
2. PROPERTY I.D. NUMBERS: PENDING LOT COMBINATION / SPLIT
3. PROPOSED USE IS WAREHOUSE / LIGHT MANUFACTURING
4. HOURS OF OPERATION: 24-HOURS A DAY, SEVEN DAYS A WEEK
5. SETBACKS
PER ZONING ORDINANCE 11.12(d), ALL BUILDINGS, PARKING, LOADING, DRIVEWAYS, CIRCULATION AISLES, AND STORAGE AREAS SETBACKS ARE TO BE INCREASED BY 50% FOR PROPOSED BUILDINGS THAT EXCEED 80,000 SF

LOCATION	REQUIRED (FEET)	PROVIDED BUILDING (FEET)	PROVIDED PAVEMENT (FEET)	PROVIDED BASIN (FEET)
FRONT	30 x 150' = 45	1,615.7	1,423.6+	45
SIDE (INDUSTRIAL)	10 x 150' = 15	265+	39.2+	N/A
SIDE (RESIDENTIAL)	50 x 150' = 75	526.2+	75+	N/A
REAR (INDUSTRIAL)	10 x 150' = 15	N/A	N/A	N/A
REAR (RESIDENTIAL)	50 x 150' = 75	811.9+	616.8+	N/A

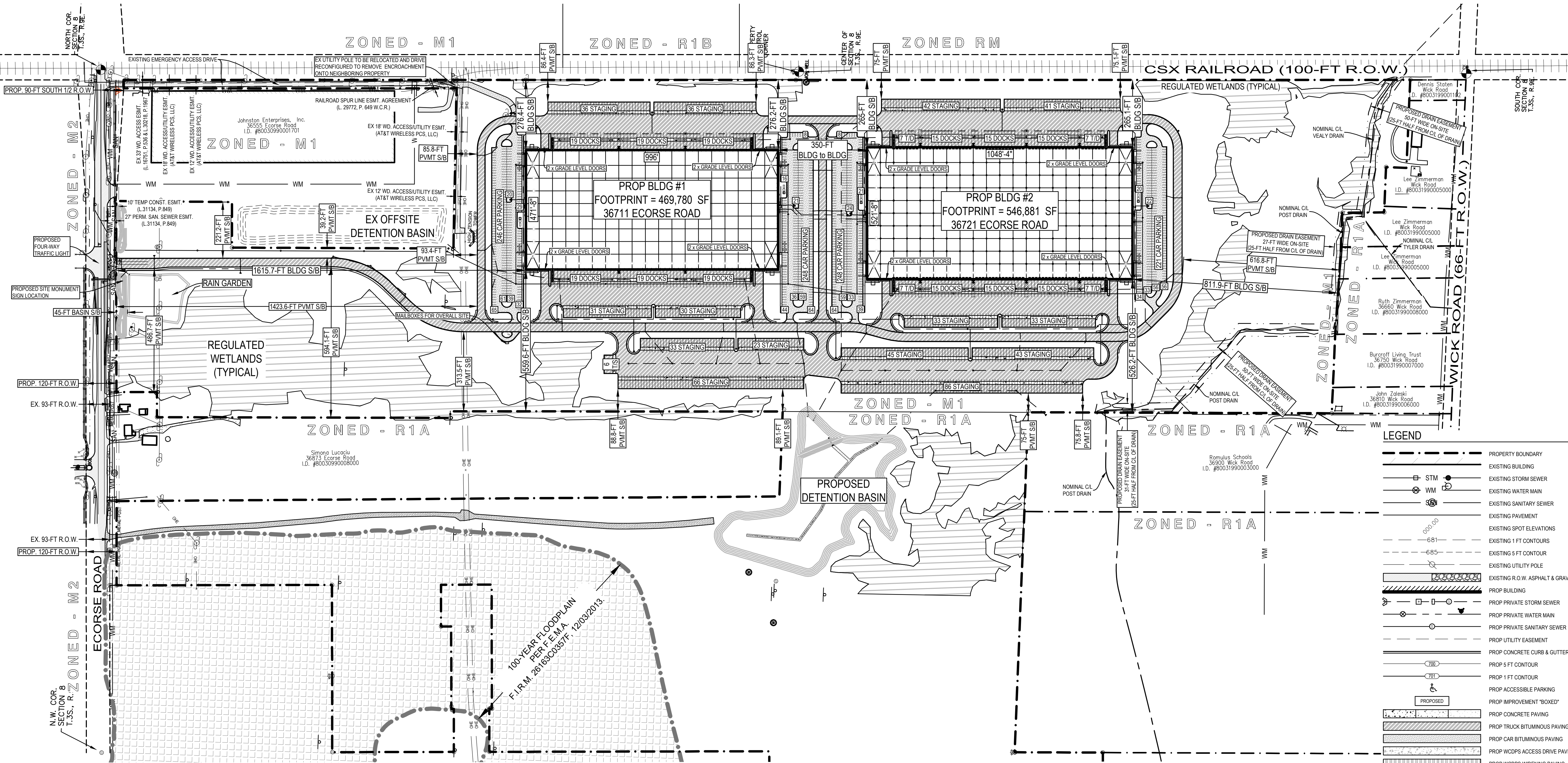
6. SITE & BUILDING AREAS:
- A. SITE GROSS 288.22 ACRES
B. ECORSE & WICK ROADS' R.O.W. 2.59 ACRES
C. SITE NET = A - B 285.63 ACRES
D. BUILDING FOOTPRINTS = D1 + D2 1,016,661 SF
D1. BUILDING ONE 469,780 SF
D2. BUILDING TWO 546,881 SF
E. SITE OFFICE AREA = E5 x E6 95,600 SF
E1. AREA OF SINGLE FLOOR OFFICE 6,012 SF
E2. OFFICES / BUILDING 4
E3. FLOOR AREA / BUILDING = E1 x E2 24,048 SF / BUILDING
E4. FLOORS / OFFICE 2
E5. OFFICE AREA / BUILDING = E3 x E4 48,096 SF / BUILDING
E6. NUMBER OF BUILDINGS 2
F. SITE WAREHOUSE AREA = F1 + F2 968,565 SF
F1. BUILDING ONE = D1 - E3 445,732 SF
F2. BUILDING TWO = D2 - E3 522,833 SF
G. IMPERVIOUS (PAVEMENTS) 1,615,768 SF
H. BUILDING COVERAGE RATIO = D / C 8.2%
I. IMPERVIOUS COVERAGE RATIO = (D + G) / C 21.2%

7. OUTSIDE STORAGE FOR OVERALL SITE (TWO BUILDINGS)
- J. MAXIMUM OUTSIDE STORAGE = 125% x D 1,270,826 SF
K. TRAILER STAGING @ DOCKS = AREA / SPACE (11'W x 55'D) 605 SF / SPACE
L. TRAILER STAGING @ DOCKS PROPOSED 282 SPACES
M. TRAILER STAGING @ DOCKS AREA PROPOSED = K x L 282 SPACES
N. TRAILER REMOTE STAGING AREA / SPACE (11'W x 75'D) 825 SF / SPACE
O. TRAILER REMOTE STAGING AREA PROPOSED 302 SPACES
P. TRAILER REMOTE STAGING AREA PROPOSED = N x O 249,150 SF
Q. TRUCK DOCK AREA / SPACE (13.1'W x 70'D) 917 SF / SPACE
R. TRUCK DOCKS PROPOSED 232 SPACES
S. TRUCK DOCK AREA PROPOSED = Q x R 212,744 SF
T. PROPOSED OUTDOOR STORAGE = M + P + S 632,504 SF
* COUNTS DO NOT INCLUDE SPACES BEING USED FOR HYDRANTS & EGRESS DOORS *
8. PARKING REQUIREMENTS
- U. ZONING ORDINANCE OFFICE PARKING PARKING REQ'T 1 SPACE / 250 SF U.F.A.
V. OFFICE USABLE FLOOR AREA (U.F.A.) RATIO 80%
W. OFFICE USABLE FLOOR AREA
W1. BUILDING ONE = E5 x V 38,477 SF
W2. BUILDING TWO = E5 x V 38,477 SF
X. OFFICE PARKING REQUIRED
X1. BUILDING ONE = U x W1 154 SPACES
X2. BUILDING TWO = U x W2 154 SPACES
Y. Z.O. WAREHOUSE PARKING REQ'T 1 SPACE / 1,500 SF
Z. WAREHOUSE PARKING REQUIRED
Z1. BUILDING ONE = Y x F1 298 SPACES
Z2. BUILDING TWO = Y x F2 349 SPACES
AA. ZONING ORDINANCE PARKING REQUIRED
AA1. BUILDING ONE = X1 + Z1 452 SPACES
AA2. BUILDING TWO = X2 + Z2 503 SPACES
AB. PARKING PROVIDED
AB1. BUILDING ONE 480 + 14 ADA = 494 SPACES**
AB2. BUILDING TWO 455 + 14 ADA = 469 SPACES**
** IF ADDITIONAL PARKING SPACES ARE REQUIRED BY TENANT; THE TRUCK DOCKS AND/OR TRAILER STAGING WILL BE RE-STRIPED AS CAR PARKING **

9. ACCESSIBLE PARKING SPACES AND SIDEWALK RAMPS TO MEET THE AMERICAN WITH DISABILITIES ACT (ADA) AND LOCAL REQUIREMENTS
10. ACCESSIBLE PARKING SPACES TO HAVE "ACCESSIBLE PARKING" SIGN SET IN FRONT OF PARKING SPACE
11. LOADING AND UNLOADING WILL OCCUR AT PROPOSED LOADING DOCKS AND GRADE LEVEL DOORS
12. TRASH COMPACTORS AND/OR DUMPSTERS TO BE LOCATED WITHIN RECESSED TRUCK DOCK AREA
13. WITHIN DESIGNATED DRIVE LANES; "NO PARKING - FIRE LANE" SIGNS SHALL BE PLACED AT 100 FT ON-CENTER AND AT HYDRANTS SHALL BE POSTED "NO PARKING" SIGNS OR AS DIRECTED BY THE CITY OF ROMULUS FIRE MARSHALL
14. ON-SITE SIGNS (I.E. "FIRE LANE - NO PARKING", "STOP", "DIRECTIONAL", ETC.) SHALL BE PAID FOR & INSTALLED BY THE DEVELOPER
15. THE PROPOSED PROJECT'S (MONUMENT) SIGN LOCATION IS SHOWN ON THIS SITE PLAN. A SEPARATE APPLICATION & PERMIT FROM THE CITY OF ROMULUS BUILDING DEPARTMENT WILL BE REQUIRED
16. BUSINESS SIGNS - "NO SIGNS ARE APPROVED AS PART OF THIS SITE PLAN APPROVAL AND PRIOR TO ERECTING A SIGN, AN APPLICATION AND APPROPRIATE SUBMISSIONS SHALL BE MADE TO THE BUILDING DEPARTMENT FOR REVIEW, APPROVAL AND ISSUANCE OF A SIGN PERMIT
17. A PERMIT WILL BE REQUIRED FROM THE WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES, LAND RESOURCE MANAGEMENT FOR SOIL EROSION
18. A PERMIT WILL BE REQUIRED FROM THE WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES FOR WORK WITHIN THE ECORSE ROAD RIGHT-OF-WAY & STORM WATER MANAGEMENT
19. A PERMIT WILL BE REQUIRED FROM THE THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES & ENERGY (EGLE) FOR PUBLIC WATERMAIN & PUBLIC SANITARY SEWER
20. LANDSCAPING MAINTENANCE - LANDSCAPING SHALL BE MAINTAINED IN GOOD CONDITION TO PRESENT A HEALTHY, NEAT, AND ORDERLY APPEARANCE FREE FROM REFUSE AND DEBRIS. ALL UNHEALTHY AND DEAD MATERIAL SHALL BE REPLACED WITHIN ONE (1) YEAR OF THE NEXT APPROPRIATE PLANTING PERIOD
21. LANDSCAPING SUBSTITUTION - "ANY SUBSTITUTIONS OF PLANT MATERIAL FROM APPROVED SITE PLAN WILL BE APPROVED BY THE PLANNING DEPARTMENT PRIOR TO INSTALLATION"
22. ABOVE GROUND UTILITIES, IF LOCATIONS ARE UNKNOWN- "FUTURE LOCATIONS AND LANDSCAPE SCREENING WILL BE REVIEWED AND APPROVED BY BOTH THE BUILDING AND PLANNING DEPARTMENTS PRIOR TO INSTALLATION"

23. SEE PHOTOMETRIC PLAN (BY OTHERS) FOR SITE LIGHTING AND DETAILS
24. LIGHTING - ALL FIXTURES SHALL BE VETICAL WARM WHITE LED, HAVE FULL CUT-OFF FIXTURES AND BE DIRECTED DOWNWARD AWAY FROM ROADWAYS AND ADJACENT PROPERTIES
25. NO UNDERGROUND STORAGE TANKS ARE PROPOSED BY THIS PLAN
26. NO HAZARDOUS MATERIALS TO BE STORED ON-SITE ARE PROPOSED AS PART OF THIS PLAN
27. THE GENERAL CONTRACTOR IS TO COORDINATE THE UNDERGROUND INSTALLATION OF TELEPHONE, INTERNET, AND CABLE TV SERVICES WITH THEIR RESPECTIVE UTILITY COMPANY. VERIFY PROPOSED INSTALLATION LOCATION AND SERVICE PROVIDERS WITH OWNER'S REPRESENTATIVE
28. THE PROPOSED IMPROVEMENT AREA (LIMITS OF CONSTRUCTION) IS NOT WITHIN A REGULATED FLOOD ZONE PER F.E.M.A. FLOOD INSURANCE RATE MAP 26163C0357F, 12/03/2013
29. TOPOGRAPHIC SURVEY COMPLETED BY THE UMLOR GROUP (PROJECT NO. 210820, DATED APRIL 8, 2022)
• HORIZONTAL DATUM BASED ON MICHIGAN STATE PLANE COORDINATES, SOUTH ZONE.
• VERTICAL DATUM BASED ON NORTH AMERICAN DATUM, 1983 (NAD '83)
30. WETLAND DELINEATION WAS FLAGGED/COMPLETED BY BARR CONSULTANTS (PROJECT NO. 22821208.00, SEPTEMBER 27, 2022), EGLE APPLICATION NO. HPH-EKB6-D1M7S
31. VACANT AREAS OF SITE - "NOT FOR OUTDOOR STORAGE"
32. STORAGE SHALL NOT BE PERMITTED TO OCCUPY REQUIRED PARKING AREAS
33. OUTDOOR STORAGE SHALL NOT BE STACKED OR STORED SO AS TO EXCEED 20 FEET, NOT INCLUDING TRUCKS, TRAILERS OR CONSTRUCTION EQUIPMENT, UNLESS SCREENING IS PROVIDED AND APPROVED BY THE CITY OF ROMULUS
34. UPON COMPLETION OF CONSTRUCTION, IF ANY OUTDOOR STORAGE IS VISIBLE, ADDITIONAL SCREENING, LANDSCAPE OR OTHERWISE, MAY BE REQUIRED AT THE DISCRETION OF THE PLANNING DEPARTMENT. THIS INCLUDES BUT IS NOT LIMITED TO MECHANICAL UNITS, TRANSFORMERS, DUMPSTERS, ETC. BEING ABOVE GROUND, BUILDING, OR ROOF-MOUNTED
35. NON-OPERABLE AND WRECKED TRUCKS, TRAILERS, OR CONSTRUCTION EQUIPMENT SHALL BE PROHIBITED FROM BEING STORED ON SITE. ALL STORED PRODUCTS, MATERIALS, SUPPLIES AND OTHER INVENTORY MUST USABLE AND RELATED TO THE BUSINESS
36. THE SITE IS A MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES & ENERGY (EGLE) PART 201 FACILITY. ALL CONTRACTORS ARE REQUIRED TO FOLLOW THE DUE CARE PLAN FOR CONSTRUCTION ACTIVITIES
37. THE DEVELOPER / OWNER WILL BE RESPONSIBLE FOR PAVEMENT REPAIRS RESULTING FROM THE CITY OF ROMULUS MAINTAINING / REPAIRING PUBLIC WATERMAIN AND PUBLIC SANITARY SEWER
38. THE PROPOSED BUILDINGS WILL NOT HAVE ANY BASEMENTS

39. VARIANCES REQUIRED
• 8.04(e) MAXIMUM BUILDING HEIGHT WITHIN M1 ZONING = 35'-0"
PROPOSED BUILDING 1 = 47'-0" **VARIANCE REQUIRED**
PROPOSED BUILDING 2 = 47'-0" **VARIANCE REQUIRED**
• 13.05(e) MAXIMUM LIGHT POLE HEIGHT OF 14'-0" WITHIN 300'-0" OF RESIDENTIAL DISTRICT PROPOSED LIGHT POLE HEIGHT = 25'-0" **VARIANCE REQUIRED**
• PER CITY OF ROMULUS UTILITY STORM WATER DETENTION BASIN SITE'S STORM WATER DETENTION BASIN IS PROPOSED TO BE LOCATED ON A PORTION OF THE PROPERTY THAT IS ZONED R1A **USE VARIANCE REQUIRED**
40. PLANNING COMMISSION WAIVERS REQUESTED
• 12" CURB & 36" GUTTER PAN (PER CITY ENGINEERING STANDARDS)
PROPOSED DEVELOPER'S TYPICAL 7" CURB & 12" GUTTER PAN
• 13.02(d)(1) BUFFER ZONE LANDSCAPING REQUIRED
- ALONG SOUTH & WEST PROPERTY LINES = TYPE A
- ALONG EAST PROPERTY LINE = NONE
PROPOSED BUFFER / LANDSCAPING ALONG EAST / WEST / SOUTH PROPERTY LINES
- 75-FT MINIMUM SETBACK
- A 4-FT TALL BERM BEHIND STAGING @ DRIVES***
- TWO ROWS OF EVERGREEN TREES @ 15-FT ON-CENTER
- EXISTING TREE CANOPIES TO REMAIN OUTSIDE LIMITS OF DISTURBANCE
*** TO THE EAST OF THE S.E. CORNER OF BUILDING No.2, THE BERM ALONG THE PROPOSED ACCESS DRIVE IS LESS THAN 4-FEET IN HEIGHT. THIS WAS TO MINIMIZE IMPACT TO EXISTING WETLANDS. A THIRD ROW OF TREES IS PROPOSED WITHIN THIS AREA
• IN LIEU OF CONSTRUCTING A PEDESTRIAN SIDEWALK ALONG WICK ROAD AND A PORTION OF THE ECORSE ROAD FRONTAGES, THE DEVELOPER WILL MAKE A PAYMENT TO THE CITY'S SIDEWALK FUND BASED UPON:
AC. PERCENT INCREASE OF PAVEMENT 100%
AD. LENGTH OF FRONTAGE (ECORSE) 1,119 LF
AE. LENGTH OF FRONTAGE (WICK) 743 LF
AF. LENGTH OF PROPOSED ECORSE ROAD SIDEWALK 311 LF
AG. COST PER FOOT OF SIDEWALK \$45 / LF
AG. SIDEWALK PAYMENT = AC x (AD + AE) x AF = \$68,795
41. AS PART OF INDIVIDUAL TENANT OCCUPANCY, ANTICIPATED TRAFFIC COUNTS FOR TRACTOR/TRAILERS AND CARS WILL BE PROVIDED TO THE CITY FOR REVIEW



civil site design & planning
Webb Engineering
314 Pauline Boulevard
Ann Arbor, Michigan 48103
office 248.783.1105
fax 248.783.1109
email info@webbeng.com

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

NOTE: AS AN AID TO THE CONTRACTOR, VARIOUS UTILITIES AND UNDERGROUND STRUCTURES ARE SHOWN ON THESE PLANS AND PROFILES. ALL INFORMATION CONCERNING UTILITIES SHOWN ON THESE PLANS AND PROFILES IS BASED ON AVAILABLE TOPOGRAPHY AND AVAILABLE RECORDS, BUT THE OWNER AND ENGINEER DO NOT GUARANTEE THE LOCATION & ELEVATION AND THAT ADDITIONAL EXCAVATION OR STRUCTURES OR UTILITIES MAY BE ENCOUNTERED. IF THE CONTRACTOR DOES EXCAVATE AN UNIDENTIFIED UTILITY OR STRUCTURE, OR DETERMINES THAT ONE OF THE UTILITIES OR STRUCTURES SHOWN ON THESE PLANS IS INCORRECTLY LOCATED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND ENGINEER FOR DIRECTION ON HOW TO PROCEED.
THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL UTILITIES TO EXISTING UTILITIES, NOTIFY "811" DIAL FREE @ 800.482.7373 OR 811, THREE (3) DAYS PRIOR TO THE START OF ANY CONSTRUCTION.

AshleyCapital
ROMULUS DISTRIBUTION CENTER 2, LLC
2575 South Haggerty Road, Suite 500
Canton, Michigan 48106
office 734.384.1900
fax 734.384.1901
email detroit.office@ashleycapital.com

SUBMITTALS & REVISIONS

03/10/23	SPA SUBMITTAL / REVIEW TO THE CITY OF ROMULUS
05/23/23	REVISED PER CITY'S SPA REVIEW COMMENTS - 1
07/25/23	REVISED PER CITY'S SPA REVIEW COMMENTS - 2

OVERALL SITE PLAN
ROMULUS DISTRIBUTION CENTER
CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN

LEGEND

PROPERTY BOUNDARY	EXISTING BUILDING	EXISTING STORM SEWER	EXISTING WATER MAIN	EXISTING SANITARY SEWER	EXISTING PAVEMENT	EXISTING SPOT ELEVATIONS	EXISTING 1 FT CONTOURS	EXISTING 5 FT CONTOUR	EXISTING UTILITY POLE	EXISTING R.O.W. ASPHALT & GRAVEL	PROP BUILDING	PROP PRIVATE STORM SEWER	PROP PRIVATE WATER MAIN	PROP PRIVATE SANITARY SEWER	PROP UTILITY EASEMENT	PROP CONCRETE CURB & GUTTER	PROP 5 FT CONTOUR	PROP 1 FT CONTOUR	PROP ACCESSIBLE PARKING	PROP IMPROVEMENT "BOXED"	PROP CONCRETE PAVING	PROP TRUCK BITUMINOUS PAVING	PROP CAR BITUMINOUS PAVING	PROP WCDS ACCESS DRIVE PAVING	PROP WCDS WIDENING PAVING	PROP WCDS GRAVEL SHOULDER
---	▬	—	—	—	—	—	—	—	—	—	▬	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

1 INCH = 200 FEET

WEI PROJECT No. 22-341
ROMULUS SLU-2023-004
ROMULUS SPR-2023-009

C2.0
SITE PLAN

NOT TO BE USED FOR CONSTRUCTION



Detroit Regional Partnership

March 3rd, 2024

Romulus City Council
11111 Wayne Road
Romulus, MI 48174

Dear Members of the Romulus City Council,

I am writing on behalf of the [Detroit Regional Partnership](#) (DRP) to express our strong support for the proposed development of the Romulus Distribution Center. The DRP is the regional economic development organization representing the City of Detroit and the surrounding 11 counties to market, grow, and support the region, helping businesses from around the world invest and create jobs here.

As an organization committed to fostering economic growth, creating jobs, attracting investments, and promoting sustainable development in our region, we recognize that sites like the Romulus Distribution Center present unparalleled opportunities for advancing these objectives. The site's strategic location, size, and redevelopment potential make it a key focal point for our shared mission.

Our organization supports the special land use, recognizing the need for large sites based on end user requirements we observe in the substantial number of requests for information we respond to and clients we support. The DRP also places a significant emphasis on supporting the redevelopment of brownfield sites as part of our commitment to sustainable development, and we firmly believe in the myriad of benefits presented by brownfield properties in our region.

In conclusion, we believe that the Romulus Distribution Center industrial development aligns with our shared goals for economic growth, environmental stewardship, and community well-being. We respectfully request your support for the special land use to move this project forward, bringing about positive change and progress for our region.

Thank you for your time and consideration. We look forward to witnessing the positive impacts that this development will undoubtedly have.

Sincerely,

Maureen Donohue Krauss
President & CEO
[Detroit Regional Partnership](#)



DETROIT REGION AEROTROPOLIS®

11895 S. WAYNE RD. SUITE 101A | ROMULUS, MI 48174 | 734.992.2286 | DETROITAERO.ORG

February 29, 2024

Romulus City Council
11111 Wayne Road
Romulus, MI 48174

RE: Romulus Distribution Center

Dear Romulus City Council,

The Detroit Region Aerotropolis Development Corporation (Aerotropolis) is a two-county, four-community economic development partnership. Aerotropolis actively engages with the MEDC, Detroit Regional Partnership (DRP), Wayne County and the City of Romulus team to drive economic development to your community.

The proposed Romulus Distribution Center will remediate a brownfield site and provide new job growth for Romulus residents. Importantly, many advanced manufacturers are looking to consolidate operations into a single building. Whether it's cost savings that come with operating a single facility, or employing from a talent rich environment, our goal is to help construct 500,000+ sq. ft. facilities in the Aerotropolis region to capture these jobs locally.

In addition, new racking technology allows manufacturers to store their products at the same facility they manufacture in. Building heights over 45 feet allows for improved storage efficiencies and reduced transport costs for advanced manufacturers.

Please let me know if I can provide additional information. You can reach me directly at cgirdwood@detroitaero.org or (734) 992-2286.

Sincerely,

Christopher J Girdwood
CEO
Detroit Region Aerotropolis Development Corp.

Romulus Distribution Center

36711 and 36721 Ecorse Road

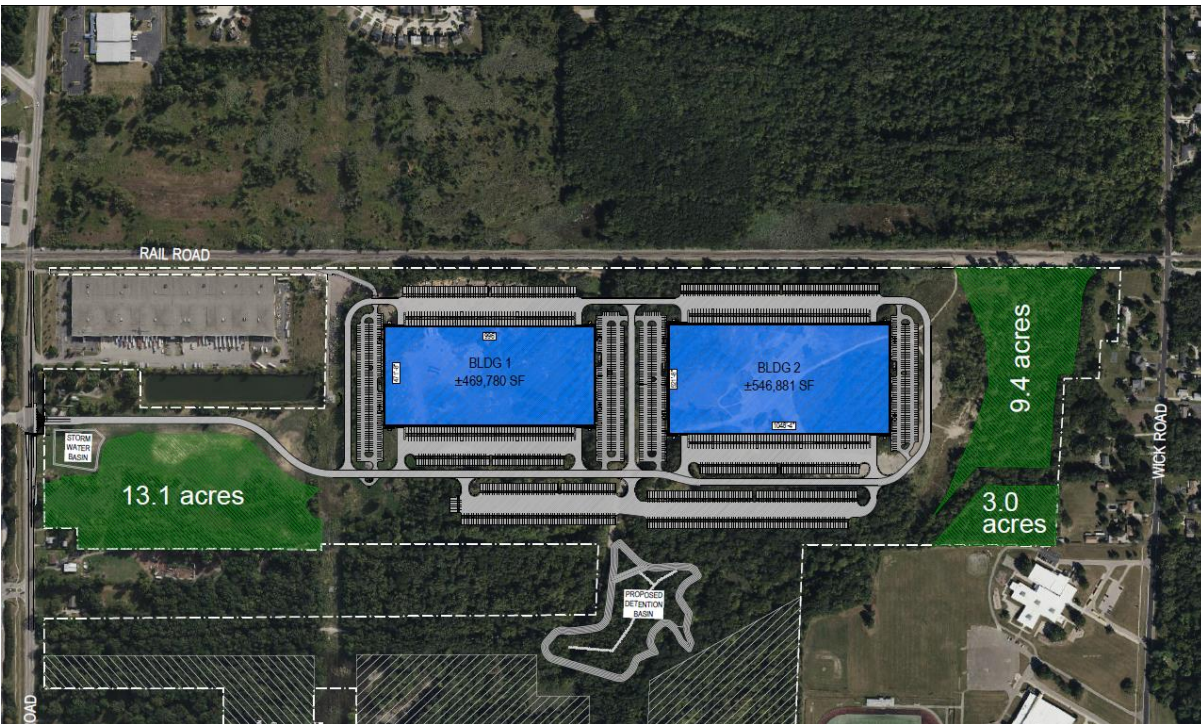


- Two proposed buildings:
Building 1 (470,000 SF)
Building 2 (547,000 SF)
- 2024 Construction Start
- Speculative construction:
no tenants currently identified
- Site is zoned M1–Light Industrial
- Last approval needed is Special
Land use for buildings over 80K sf
- Former unlicensed landfills from
1960's with extensive
contamination
- Site is not suitable for residential

- No access to Wick Road - all traffic must go to Ecorse Road
- Buildings are ~1000' from Wick Road and ~1300' from residential to the east
- Ashley Capital to plant over 1450 new trees on site, including 800 trees on a 4' berm around the perimeter of the site
- Existing trees at the south and northwest of the site will be placed in conservation easement
- A total of 32 acres will be placed in a conservation easement where no development can occur
- Light Poles: maximum height of 25' with shielded LED fixtures
- Building Height: maximum height of 47'



Questions? Please email Ashley Capital with Kyle Morton at kmorton@ashleycapital.com



AshleyCapital

opportunity into value

Romulus Distribution Center
(SLU-2023-004)
36711 & 36721 Ecorse Road

Romulus City Council – March 11, 2024

**Yellow area is
approximate extent of
Conservation Easements**

**Ashley Capital not
impacting the
conservation areas**

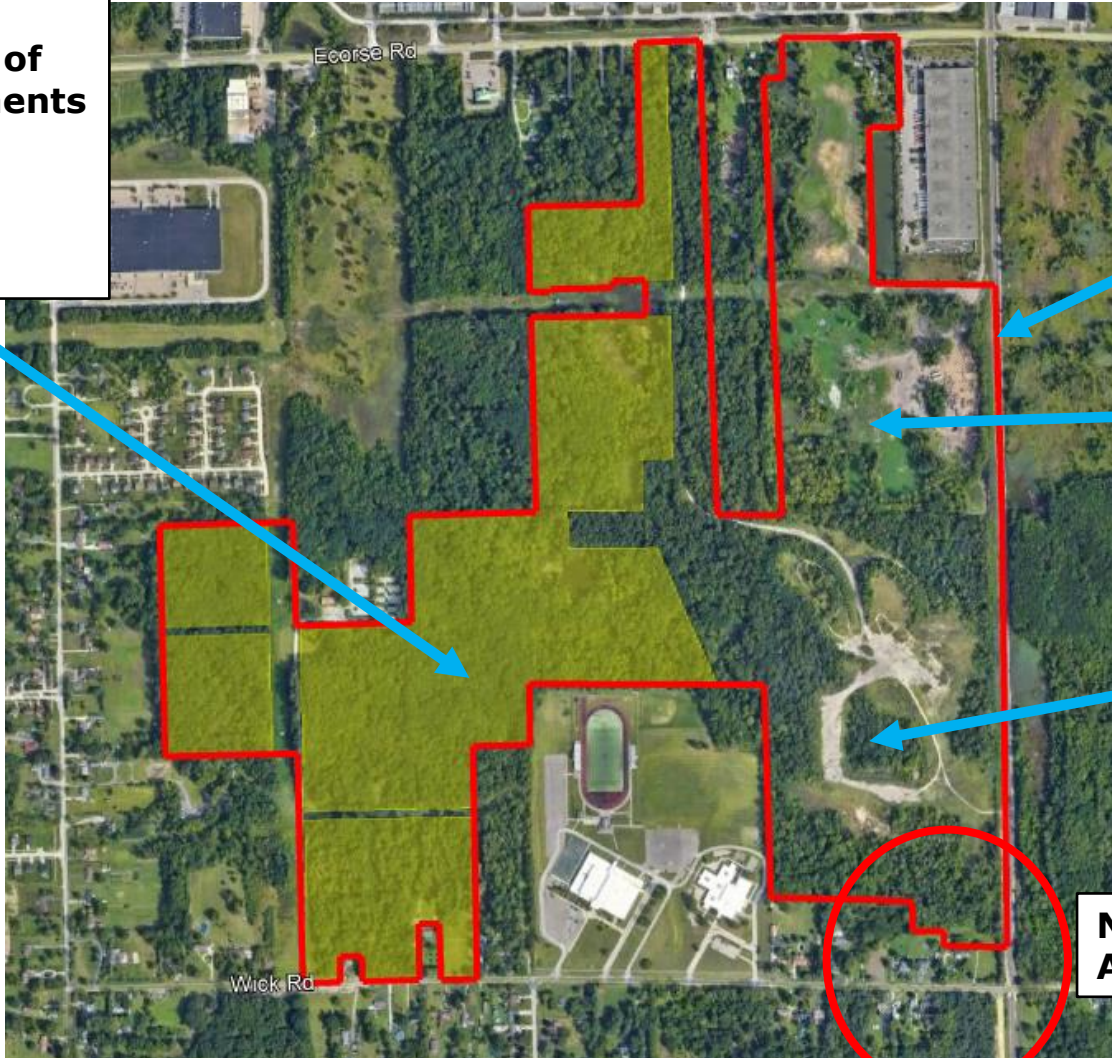
**Development combines land from
two former landfills and repurposes
them for productive use**

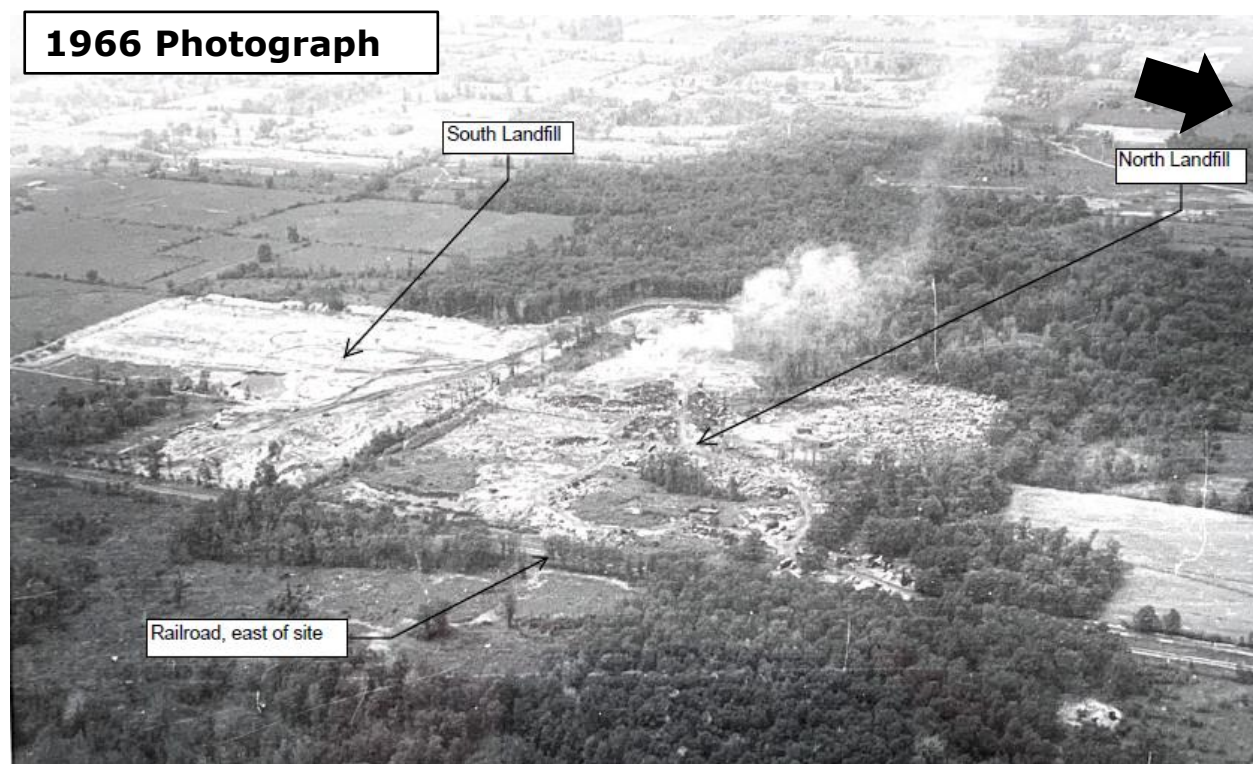
Approximate Property Boundary

Former North Landfill

Former South Landfill

**No Wick Road Vehicle
Access**





- Environmental and structural challenges due to extensive filling
- Significant grade changes between north landfill (670' elevation) and south landfill (676'-727' elevation) – more than 50 feet
- Eliminate City liability (when sold) and provide closure through redevelopment
- Redevelopment will properly cap & contain formerly unlicensed landfill
- Improve stormwater management, limit infiltration, & offsite runoff

No rail spurs to project
Only access points are from Ecorse Road (no Wick Road Access)

Areas in green will be placed in EGLE conservation easement preventing future development



Why Does This Go to City Council Again?

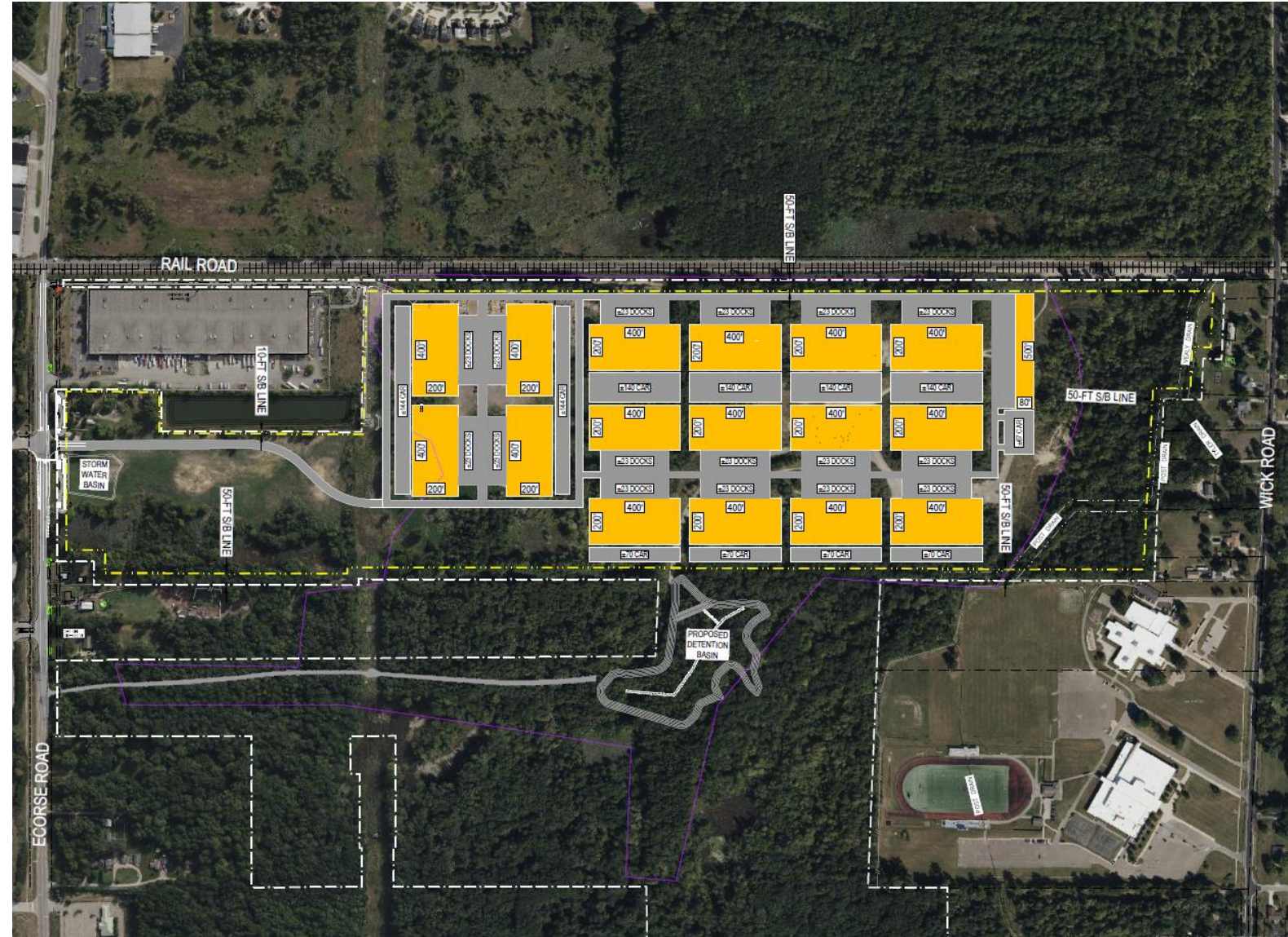
- Zoned M1- Light Industrial

Why is special land use needed?

- Warehouse/Distribution over 80K sf
 - 50% additional setbacks & 50% more landscaping
 - Typical: 50' setback to property line, but 75' setback for SLU (50% increase)

No special land use

- 20+ buildings under 80k sf
- Smaller setbacks



SLU Landscape Plan

- Removed 3rd building closer to School and Wick Road to maintain existing vegetation at south end
- ~1000' from Wick Road houses to building
- ~1300' from closest residential building to east to the building



Two rows of 8' minimum evergreens
15' on center on top of 4' berm

1400+ shrubs
1400+ trees

Buffer Zone	Minimum Width	Vegetation	Minimum Plant Materials
A	50 ft.	Continuous 6 foot wall or 4 foot high berm (Type A)	1 canopy tree, 2 evergreen trees and 4 shrubs per each 20 linear feet along the property line, rounded upward

Project Status Approvals

Land Purchased – City Council in June & Sept 2020, then private purchases in 2020-2022

Planning Commission – June 19, 2023

- Special Land Use for over 80,000 sf
- Site Plan Approval
- Waivers
 - Landscape Waiver (increased evergreen alternative)
 - Sidewalk Payment-in-Lieu
 - Curb Height Waiver within trailer staging

Board of Zoning Appeals – August 2, 2023

- BZA-2023-008, -009, & -010
- Use variance for detention basin in the R1-A zoned portion of the site.
- Variance for building height (47' vs. 35' in M1) & light pole height (25' vs 14' – 300' of residential).

City Council for SLU

- Timing **March 11, 2024**

Brownfield Plan Approval

- Brownfield Redevelopment Authority – June 8, 2022
- City Council – June 27, 2022

Brownfield Plan Amendment #1 Approval

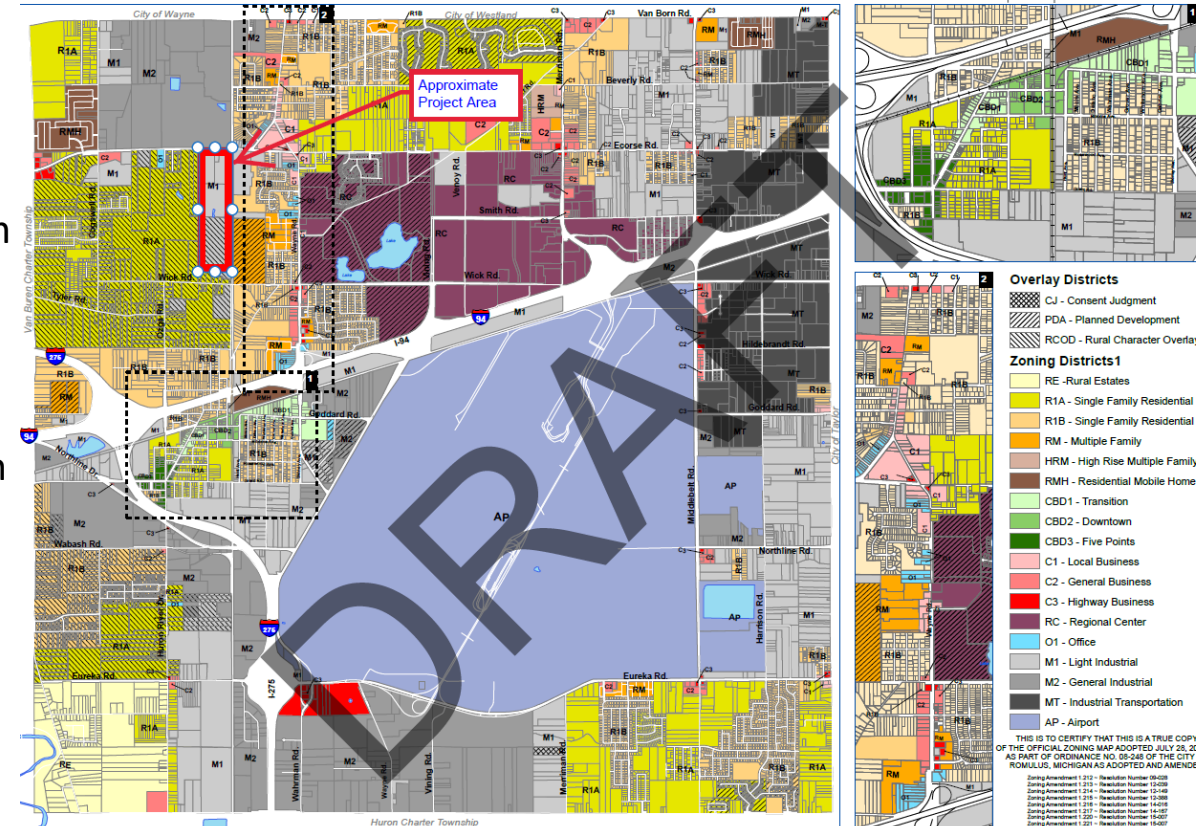
- Brownfield Redevelopment Authority – April 20, 2023
- City Council – May 1, 2023
- MSF Board Meeting – July 25, 2023

- **EGLE Wetlands Permit was issued in Feb 2024**
- **EGLE Work Plan approval in March 2024**



Why This Site?

- In 2020, Ashley Capital wanted to rezone a portion of Metroworld site at Wick & Vining Roads (across from Northpoint). After conversations with City Administration, Staff, and Council, Ashley decided to pursue other options within the City, specifically sites with existing industrial zoning
- Ashley Capital has been working with Ken Bardwell and Motown Sports since 2021 (latest contract), supporting in efforts to develop a long-term vision
- Ashley Capital worked with City to find a site with M-1 zoning in-place that was supported by the Administration, Council, & Staff
- City owned portion of the development site was a historical landfill with contamination and liability issues
- Ashley Capital was able to acquire several sites adjacent including a vacant field (largely wetlands) and the pallet operation
- Development would have access to Ecorse Road (Class A) and no access to Wick Road (residential & school)
- The site is behind a warehouse, along the railroad tracks, and has a very large conservation easement to the west, all of which provide screening





City of Romulus

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

Council Meeting Held: **March 11, 2024**

Item No. A.

General Description: Approval of the Chairperson's Report

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **March 11, 2024**

Item No. A.

General Description: Introduction of Budget Amendment 23/24-13

Resolution No. _____

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

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

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 23/24 - 13
DATE: March 7, 2024

I am hereby requesting introduction of Budget Amendment 23/24-13 to recognize the Visit Detroit donation for the On the Clock Tour event on April 6, 2024 at the Romulus Athletic Center.

Motion by _____, supported by _____ to concur with the administration and introduce budget amendment 23/24-13 to recognize the Visit Detroit donation for the On the Clock Tour event on April 6, 2024 at the Romulus Athletic Center.

MEMORANDUM

TO: Mayor Robert A. McCraight
FROM: Finance Department
DATE: 3/7/24 VNT
SUBJECT: Budget Amendment 23-24.13

<u>FUND/DEPT. ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT FUND BALANCE</u>	<u>AMENDMENT</u>	<u>AMENDED BUDGET</u>
101 General Fund				
<u>Revenue</u>				
101-728-675.007	Donations - B2B Event	15,000	7,500	22,500
<u>Expense</u>				
101-728-880.000	Community Promotions	4,375	7,500	11,875

Recognize Visit Detroit donation

Memorandum

To: Mayor Robert A. McCraight
From: Victoria Trush, Assistant Finance Director
Date: March 7, 2024
Re: Budget Amendment 23-24.13

Attached please find a copy of requested Budget Amendment 23/24-13 to be added to the agenda for the March 11, 2024 City Council meeting.

This budget amendment is to recognize the donations being made by VisitDetroit for the On Clock Tour Event on April 6, 2024. This will be an increase to 101-725-675.007 Donations and increase to 101-728-880.000 Community Promotions.

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

BUDGET AMENDMENT FORM

INCREASE		INCREASE	
Account Number /Name	Amount	Account Number /Name	Amount
101-728-675.007 Donations - B2B Event	\$ 7,500	101-728-880.000 Community Promotions	\$7,500.00
TOTAL	\$ 7,500	TOTAL	\$ 7,500

PURPOSE:

To recognize donotions fund from VisitDetroit for the On the Clock Tour on 4/6/2024 at the RAC

Crush 3/7/2024

DATE: 3/7/2024

Department Head Signature: *Kim W. Kram*

Mayor's Authorization: *Robert A. McPherson*

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.

INTEROFFICE MEMORANDUM

TO: Maria Farris, Finance Director
FROM: Kevin Krause, Director of Community Safety & Development
SUBJECT: VisitDetroit On the Clock Tour Event Donations
DATE: March 7, 2024

Dear Ms. Farris,

The Romulus Economic Development Department is receiving donations from local businesses for the 2024 Visit Detroit On The Clock Tour event on April 6th. The department would to submit a budget amendment to recognize the expenses and the corresponding donations for the event.

I would like to submit a request to City Council for a budget amendment for funds to be made available to Community Promotions account # 101-728-880.000 in the amount of \$7,500.00 and the Donations- B2B Event account # 101-728-675.007 in the amount of \$7,500.00.

If you have any questions or require further information, please feel free to contact me.

Thank you,

Kevin Krause

Cc: Victoria Trush, Assistant Finance Director



City of Romulus

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

Council Meeting Held: **March 11, 2024**

Item No. A.

General Description: Approval of 2024 Citywide Yard Sale Dates

Resolution No. _____

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

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

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: March 7, 2024

Re: 2024 Citywide Yard Sale

Every year the Clerk's Office, by approval of City Council, sponsors a fee-free Citywide Yard Sale event for the spring and fall seasons to the residents.

The Clerk's Office is requesting two actions from the City Council:

1. To approve the **2024 Citywide Spring Yard Sale** for Thursday May 16th through Sunday, May 19th with rain dates of Thursday May 23rd through Sunday May 26th.
2. To approve the **2024 Citywide Fall Yard Sale** for Thursday, September 26th through Sunday, September 29th with rain dates of Thursday, October 3rd through Sunday, October 6th.



City of Romulus

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

Council Meeting Held: **March 11, 2024**

Item No. B.

General Description: Special Meeting - Study Session Request for Monday, March 25, 2024, at 6:30 p.m.

Resolution No. _____

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

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

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: March 7, 2024

Re: Special Meeting – Study Session Request

Roberto Scappaticci, DPW Director, is requesting a 45 minute Study Session for Monday, March 25, 2024 at 6:30 pm. to present information regarding the City's 2024 Infrastructure Update.

The date and time are available for this request.

Interoffice Memorandum

TO: Ellen Craig-Bragg, City Clerk

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

CC: D’Sjonaun Hockenhull, Deputy City Clerk
Don Straub, DPW Assistant Director

DATE: February 27th, 2024

SUBJECT: Request to Schedule Study Session – Department of Public Works
Infrastructure Update 2024 Presentation

I would like to request a Study Session to be held on, Monday, March 25th, 2024, at 6:30 pm with an allotted time frame of 45 minutes. The purpose of this Study Session will be to present information about our 2024 Infrastructure Update.

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

RJS/bmm

s:\public works\administrative\admin documents\2024 memos\study session 2024 infrastructure update presentation.docx



City of Romulus

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

Council Meeting Held: **March 11, 2024**

Item No. C.

General Description: Approval of 2024 Regular Council Meeting Schedule

Resolution No. _____

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

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

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: March 7, 2024

Re: 2024 City Council Regular Meeting Calendar Dates.

On September 25, 2023, the City Council adopted a resolution placing a proposed charter amendment on the February 27, 2024, Presidential Primary ballot for the residents to consider. This proposal would amend the city charter establishing a minimum of two (2) council meetings each month instead of three (3).

At the February 27, 2024, Presidential Primary Election the voters affirmed the charter amendment by 62.65% of the vote.

After consultation with the Administration and City Departments, it is requested that the City Council adopt a resolution to set the Regular Meetings of Council to the second (2nd) and fourth (4th) Monday of each month and approve the attached meeting calendar, effective July 1, 2024, as set forth in Chapter 6, Section 6.4 of the Romulus City Charter (as amended).



CITY OF ROMULUS
CITY COUNCIL MEETING SCHEDULE FOR 2024
Effective July 1, 2024

**City Council meets on the Second and Fourth Monday
of each month at 7:30 p.m.**

**Romulus City Hall Council Chambers
11111 Wayne Road,
Romulus, Michigan 48174**

JULY

Monday, July 08, 2024
Monday, July 22, 2024

AUGUST

Monday, August 12, 2024
Monday, August 26, 2024

SEPTEMBER

Monday, September 09, 2024
Monday, September 23, 2024

OCTOBER

Monday, October 14, 2024
Monday, October 28, 2024

NOVEMBER

Tuesday, November 11, 2024**
Monday, November 25, 2024

DECEMBER

Monday, December 09, 2024
Monday, December 23, 2024

**Indicates Council Meeting scheduled the day following a Holiday.

A handwritten signature in black ink, reading "Ellen L. Craig-Bragg".

Ellen L. Craig-Bragg, Clerk



City of Romulus

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

Council Meeting Held: **March 11, 2024**

Item No. D.

General Description: Appointment to the Executive Advisory Committee

Resolution No. _____

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

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

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: March 7, 2024

Re: Appointment to Executive Advisory Committee

It is requested that the Council concur with the recommendation of Mayor Pro Tem John Barden, Council Chairman, and appoint Councilwoman Tina Talley to the Executive Advisory Committee, as established by Council Resolution No. 97-556, to fill the vacancy that exists from the passing of the late Councilwoman Eva Webb.

From: [Craig-Bragg, Ellen](#)
To: [Hockenhull, D'Sjonaun](#)
Subject: FW: Appointment recommendation to the Executive Advisory Committee Councilwoman Tina Talley.
Date: Thursday, March 7, 2024 11:15:20 AM

From: barurq@aol.com [mailto:barurq@aol.com]
Sent: Tuesday, February 27, 2024 11:58 AM
To: Craig-Bragg, Ellen <ebragg@romulusgov.com>
Subject: Appointment recommendation to the Executive Advisory Committee Councilwoman Tina Talley.

Appointment of Councilwoman Tina Talley.



City of Romulus

Treasurer's Report

Council Meeting Held:

March 11, 2024

Item No. 7.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Seconded by: Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Ayes: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Nays: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Abstain: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Public Comment

Council Meeting Held:

March 11, 2024

Item No. 8.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Seconded by: Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Ayes: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Nays: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Abstain: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Unfinished Business

Council Meeting Held:

March 11, 2024

Item No. 9.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Seconded by: Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Ayes: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Nays: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Abstain: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

New Business

Council Meeting Held:
Item No. 10.

March 11, 2024

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Seconded by: Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Ayes: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Nays: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Abstain: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Warrant

Council Meeting Held: **March 11, 2024**

Item No. A.

General Description: Approval of Warrant #: 24-05 for checks presented in the amount of \$2,634,241.32.

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

CITY OF ROMULUS WARRANT REGISTER SUMMARY

Council Meeting Date: March 11, 2024
Warrant Number: 24-05

TOTAL WARRANT REGISTER

2,634,241.32

P.O.#	CHECK #	PAYEE	AMOUNT

TOTAL DELETIONS

TOTAL ADJUSTED WARRANT (IF ANY DELETIONS)

REWARRANTED ITEMS: (not included in above totals)

P.O.#	CHECK #	PAYEE	AMOUNT

COUNCIL AUTHORIZATION

DATE

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

MAYOR

CLERK

3/6/2024

CHECK DISBURSEMENT REPORT FOR CITY OF ROMULUS
CHECK DATE FROM 02/22/24 - 03/06/24

Fund		Amount
Total for fund 101	General Fund	169,835.50
Total for fund 202	Major Street Fund	31,982.99
Total for fund 203	Local Street Fund	4,074.11
Total for fund 205	Public Safety Fund	31,520.24
Total for fund 211	Cable TV	728.24
Total for fund 219	Street Lighting Fund	58,808.86
Total for fund 226	Garbage & Rubbish Collection Fund	99,041.12
Total for fund 260	Michigan Indigent Defense Fund	15,936.00
Total for fund 261	911 Service Fund	3,785.50
Total for fund 271	Library Fund	22,088.23
Total for fund 295	DDA	1,192.81
Total for fund 297	T.I.F.A. District #2	30,391.44
Total for fund 306	Ecorse & Vining - Capital Improve Bonds	575.00
Total for fund 592	Water & Sewer Fund	986,709.13
Total for fund 661	Motor Vehicle	31,756.35
Total for fund 676	Retiree's Ins. Benefits	140,954.31
Total for fund 701	Revolving Fund	649,339.10
Total for fund 703	Current Tax	68,286.01
Total for fund 750	Payroll Fund	287,236.38
TOTAL - ALL FUNDS		2,634,241.32

03/06/2024

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 02/22/2024 - 03/06/2024

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank POOL POOLED CASH						
02/23/2024	POOL	84510	4315	BUBBIE'S PIZZA & CATERING	CATERING SERVICES FOR ELECTION WORKERS	750.00
02/27/2024	POOL	84511	4296	JAI A SIMON	YOUTH BASKETBALL OFFICIATING	50.00
02/27/2024	POOL	84512	4296	JAI A SIMON	YOUTH BASKETBALL OFFICIATING	50.00
03/06/2024	POOL	1586(E)	0016	BLUE CROSS/BLUE SHIELD OF MICH	MARCH 2024 HEALTH INSURANCE	247,190.00
03/06/2024	POOL	1587(E)	2965	CLEAR RATE COMMUNICATIONS, INC.	ACCT# 4876633, 02/21/24 - 03/20/24	7,102.60
03/06/2024	POOL	1588(E)	0581	COMERICA COMM. CARD SERV.	TRANSMISSION OF 1094/1095 DATA TO IRS	588.00
					MIKE LASKASKA COMERICA CARD PURCHASES FO	490.94
					KEN CHAPMAN COMERICA CARD PURCHASES FOR	2,941.52
					FEBRUARY 2024 COMERICA CARD PURCHASE FOR	25.00
					ROBERT PFANNES COMERICA CARD PURCHASES F	2,078.00
					JEFF KEMP COMERICA CARD PURCHASES FOR FE	1,716.00
					ELLEN CRAIG-BRAGG COMERICA CARD PURCHASE	1,499.47
						9,338.93
03/06/2024	POOL	1589(E)	0020	DELTA DENTAL PLAN OF MICHIGAN	MARCH 2024 DELTA DENTAL INSURANCE	14,732.82
03/06/2024	POOL	1590(E)	0012	DTE ENERGY	28777 EUREKA - FS #4, - 01/12/24 - 02/1	1,108.48
					12600 WAYNE - DPW - 01/12/24 - 02/12/24	2,639.19
					11165 OLIVE - POLICE STATION - 01/12/24	2,617.30
					36525 BIBBINS - SR CTR - 01/12/24 - 02/1	1,961.09
					10942 WAYNE - WELCOME TO ROMULUS SIGN -	21.03
					7690 WAYNE WATER PUMP, 01/17/24 - 02/14/	94.31
					35257 GODDARD - AMBULANCE BUILDING - 01/	177.09
					PUMP STATION - 16326 HARRISON 01/17/24 -	116.81
					7930 AMBER PUMP STATION 01/18/24 - 02/15	112.89
					MARY ANN BANKS (RESTROOM) - 37350 GODDAR	19.06
					PAVILION DOWNTOWN DDA - 36095 GODDARD 01	22.49
					37200 GODDARD-MARY ANN BANKS PARK - 01/1	115.61
						9,005.35
03/06/2024	POOL	1591(E)	3034	MI. CONF. OF TEAMSTERS WELFARE FUND	MCTWF INSURANCE - MARCH 2024	151,469.30
03/06/2024	POOL	1592(E)	1014	THE HARTFORD-PRIORITY ACCOUNTS	MARCH 2024 HARTFORD INSURANCE CUST # 008	7,968.87
					MARCH 2024 VOLUNTARY LIFE BENEFIT	599.32
						8,568.19
03/06/2024	POOL	84513	0092	34TH DISTRICT COURT	OPERATIONAL EXPENSES FOR COURT MONTH ENDING 01/31/24	77,772.36
03/06/2024	POOL	84514	MISC	ACCURATE CONSTRUCTION SERVICES	REF HYDRANT DEPOSIT #70050219	2,357.96
03/06/2024	POOL	84515	2942	AIRGAS, INC.	23/24 BLANKET PO- AIRGAS INC -FOR OXYGE	45.72
03/06/2024	POOL	84516	4270	AIRSPACE LINK, INC.	SOLE SOURCE PURCHASES UAS INTEGRATION SU	3,999.94
03/06/2024	POOL	84517	1279	AJAX MATERIALS CORPORATION	ITB 21/22-10 UPM COLD PATCH FOR 23/24 FY	5,479.14
03/06/2024	POOL	84518	3336	ALLIE BROTHERS, INC	UNIFORM ITEMS	64.99
					SCHOOLCRAFT FIRE ACADEMY UNIFORM - PSA C	557.92
						622.91
03/06/2024	POOL	84519	2926	ALLIED, INC.	REPAIR OF VEHICLE LIFTS #1, 2, 3	2,120.75
03/06/2024	POOL	84520	2804	AMAZON CAPITAL SERVICES	BOOKS, DVDS, AUDIO / VISUAL	186.41
					THE SECRET HISTORY BOOK	7.31
					DEADPOOL CORPS: 1	25.70
					BATMAN LEGO MOVIE, SUPERMAN VS BATMAN VO	30.13
					MIRM PRIZES - DONATION ACCOUNT	65.98
					BEAD STORAGE CONTAINERS 6 PIECE	12.97
					FULLER HOUSE DVD	15.24
					THERMAL PAPER, LYSOL, PAPER CLIPS	62.06
					KEYRING TAGS, STAMP, RECEIPT BOOK, SHELF	165.37
					STRESS RESETS, NEVER MARRY YOUR BESTFRIE	55.04
					FULL HOUSE DVD	14.99
					COFFEE BOY, RED WHITE AND BLUD NOVEL, BL	109.50
					AFRICA, NATIVE AMERICA, EGYPTIAN, ROMAN	391.93
					ELECTRIC STAPLER	55.08
					COIN WRAPPERS FOR PENNIES AND DIMES	22.78
					LAMINATING POUCHES	27.89
					PARTY BLOWERS 25 PC	7.29
					CLEAR PLASTIC STORAGE BINS	19.99
					AMAZON FACE TISSUES 18 PACKS	14.57
					TALES FROM JAPAN, WOMEN OF MYTH, GREEK M	360.29
					FABRIC STORAGE BINS	25.99
					FABRIC STORAGE CUBE BINS	31.99
					WAR OF THE WORLDS, BUFFY, GILDA, AFTER H	309.41
					THERMAL PAPER	22.94
					OSIRIS AND THE EGYPTIAN RESSURECTION	32.01

03/06/2024

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 02/22/2024 - 03/06/2024

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
						2,072.86
03/06/2024	POOL	84521	4027	AMAZON CAPITAL SERVICES	BEAUTIFUL HOME RECOGNITION AWARD SUPPLIE	76.69
					LED TUBE LIGHTING KIT FOR CABLE STUDIO	712.30
					OFFICE SUPPLIES	23.92
					ELECTION SUPPLIES	153.61
					ELECTION SUPPLIES	252.37
					OFFICE SUPPLIES	98.61
					ELECTION SUPPLIES	79.42
					MISC SUPPLIES FOR CHIEF'S OFFICE & ISB	127.16
					ASSESSOR OFFICE SUPPLY	25.30
					HANDLES FOR NEW CABINETS - FIRE STATION	91.58
					MISC SUPPLIES	46.28
					BULLETIN BOARD AND PHONE CASE	54.83
					AMAZON ORDER - DPW 2/7/24	186.06
					NEW LOCATOR FOR INSPECTION DEPARTMENT	1,135.00
					TO REPLACE WRONG PARTS THATARE BEING RET	412.20
					BATTERY ADAPTER FOR WATER MAIN BREAK ARE	12.59
					ELECTION/OFFICE SUPPLIES	92.21
					OFFICE SUPPLIES - PLANNING DEPARTMENT	33.94
					SAFETY VESTS FOR CLEAN SWEEP	220.70
					ELECTION SUPPLIES	(58.14)
					TO REPLACE WRONG PARTS THATARE BEING RET	(289.80)
						3,486.83
03/06/2024	POOL	84522	4078	ANCONA CONTROLS, INC.	ITB 21/22-07 PREVENTITIVE MAINTENANCE AN	350.00
					ITB 21/22-07 PREVENTITIVE MAINTENANCE AN	375.00
						725.00
03/06/2024	POOL	84523	MISC	ANN SZLINIS	ANN SZLINIS - MARCH 2024 RETIREE HEALTHC	336.41
03/06/2024	POOL	84524	MISC	ANNE LAMMERS	FOOD FOR ELECTION TRAINING - HAD TO USE	115.70
03/06/2024	POOL	84525	2903	APPLIED INNOVATION	HP COLOR LASERJET ENTERPRISE MANAGED PRI	785.00
03/06/2024	POOL	84526	3209	APRILL THOMAS	BD BOND REFUND 16806 BRAEBURN	200.00
03/06/2024	POOL	84527	MISC	ARTHUR WILLIS	DRUG TASK FORCE MEETING LUNCH REIMBURSEM	67.60
03/06/2024	POOL	84528	MISC	ASHLEY ROMULUS, LLC	RELEASE OF PERFORMANCE BOND JOB COMPLETI	460,000.00
03/06/2024	POOL	84529	0554	AT&T	ACCT. 734 941-0666 375 3, FEB 22 - MAR 2	607.67
03/06/2024	POOL	84530	3649	AUTO VALUE OF ROMULUS	23/24 BLANKET PO FOR MISC MECHANIC PURCH	179.49
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	50.96
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	5.09
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	6.69
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	145.39
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	3.99
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	11.96
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	12.27
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	17.84
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	27.64
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	142.00
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	12.69
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	27.99
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	95.99
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	194.07
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	20.58
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	20.58
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	8.32
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	241.93
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	37.43
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	37.43
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	63.74
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	68.53
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	51.48
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	45.82
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	60.11
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	69.98
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	136.52
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	15.58
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	74.60
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	24.69
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	11.17
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	4.98
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	18.51
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	77.59
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	12.34
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	180.37

03/06/2024

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 02/22/2024 - 03/06/2024

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	381.43
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	437.98
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	47.18
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	168.56
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	(18.00)
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	(40.10)
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	(140.00)
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	(68.53)
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	(18.00)
						<u>2,966.86</u>
03/06/2024	POOL	84531	3649	VOID		V
03/06/2024	POOL	84532	1683	BAKER & TAYLOR	ACCOUNT # 251637 L154147 2 B00000	222.66
					ACCOUNT # 251637 L154147 2 B00000	264.21
					ACCOUNT # 251637 L154147 2 B00000	<u>424.67</u>
						911.54
03/06/2024	POOL	84533	3429	BAYSCAN TECHNOLOGIES	6 DVD CASE QTY 100, DVD CASE QUAD QTY 10	1,068.65
03/06/2024	POOL	84534	4188	BEST PRACTICES CONSULTING SERVICES	PROFESSIONAL SERVICES BEST PRACTICES MAR	7,500.00
03/06/2024	POOL	84535	0064	BOUND TREE MEDICAL LLC	23/24 BLANKET PO - MEDICAL SUPPLIES AND	603.29
					23/24 BLANKET PO - MEDICAL SUPPLIES AND	14.16
					23/24 BLANKET PO - MEDICAL SUPPLIES AND	<u>153.13</u>
						770.58
03/06/2024	POOL	84536	4321	BRAUN CONSTRUCTION GROUP	LIBRARY RENOVATION PRECONSTRUCTION SERVI	6,944.70
03/06/2024	POOL	84537	1270	CARLISLE WORTMAN ASSOCIATES	REVIEW REZONING, SPECIAL LAND USE REVIEW	1,622.50
					MEETING W/ BLDG RE: OPTIONS/ALTERNATIVES	<u>135.00</u>
						1,757.50
03/06/2024	POOL	84538	1828	CDW GOVERNMENT INC	PIGGYBACK MIDEAL CONTRACT 071B6600110 IP	249.64
03/06/2024	POOL	84539	3092	CENTER POINT LARGE PRINT	CHRISTIAN SERIES LEVEL I, FICTION, MYSTE	194.16
03/06/2024	POOL	84540	3679	CHERYL MCGUIRE	23/24 INVERTED PO - CHERYL MCGUIRE - REC	295.00
03/06/2024	POOL	84541	1980	COMCAST	ACCT # 8529 10 214 0290387, UNIT COURTES	21.62
03/06/2024	POOL	84542	3386	CONSTELLATION NEWENERGY	CITY GAS BILLS 02/21/24	17,319.98
03/06/2024	POOL	84543	0885	CORELOGIC	2023 Sum Tax Refund 80 016 99 0013 000	933.08
03/06/2024	POOL	84544	0885	CORELOGIC	2023 Sum Tax Refund 80 003 01 0005 001	1,227.70
03/06/2024	POOL	84545	0885	CORELOGIC	2023 Sum Tax Refund 80 013 02 0044 000	1,520.17
03/06/2024	POOL	84546	4311	DETROIT PISTONS	JR PISTON LEAGUE JERSEYS	1,440.00
03/06/2024	POOL	84547	2594	DOWNRIVER UTILITY WASTEWATER AUTHOR	APRIL 1, 2024 SRF BOND PAYMENTS	488,750.82
03/06/2024	POOL	84548	2594	DOWNRIVER UTILITY WASTEWATER AUTHOR	WASTEWATER DISPOSAL CHARGES OCTOBER 2023	124,365.44
03/06/2024	POOL	84549	0772	DTE ENERGY	FEBRUARY 2024 STREET LIGHTING	62,561.17
03/06/2024	POOL	84550	0595	ECORSE QUALITY ELECTRIC SERVICE INC	23/24 BLANKET PO FOR ELECTRICAL SUPPLIES	426.22
03/06/2024	POOL	84551	3475	FERGUSON WATERWORKS #3386	INVENTORY ORDER SMALL WATER PARTS-UNIONS	36.99
					ITB 22/23-21 LARGER WATER MAIN PROJECTS	2,552.00
					INVENTORY ORDER GATE VALVE SUPPLIES & M	53.82
					INVENTORY ORDER SMALL WATER PARTS-UNIONS	<u>(14.99)</u>
						2,627.82
03/06/2024	POOL	84552	3053	FIRST CHOICE COFFEE SERVICES	23/24 BLANKET PO FOR WATER PURIFIER AT P	62.95
03/06/2024	POOL	84553	4244	FOCUS INSTRUCTIONAL SOLUTIONS	POLICE LIEUTENANT EXAM	4,595.00
03/06/2024	POOL	84554	3829	FOSTER BLUE WATER OIL, LLC	23/24 INVERTED PO - ITB 19/20-21 2 YEAR	1,743.25
03/06/2024	POOL	84555	2703	GALE/CENGAGE LEARNING	FEBRUARY WESTERN 2 PLAN	48.73
03/06/2024	POOL	84556	3209	GARCIA MIREYA L	BD BOND REFUND 35770 WICK	262.50
03/06/2024	POOL	84557	0875	GENERAL FUND	AFLAC FEBRUARY 2024 3% ADMIIN FEE	195.04
					COLONIAL LIFE FEBRUARY 2024 2% ADMIN FEE	<u>6.49</u>
						201.53
03/06/2024	POOL	84558	0128	GIARMARCO, MULLINS, & HORTON, PC	70085-006B LEGAL SERVICES 01/04/24 - 01/	337.50
					SBA GRANT & BIG STEVES DESIGNZ ATTORNEY	285.00
					SBA GRANT & BIG STEVES DESIGNZ ATTORNEY	<u>157.50</u>
						780.00
03/06/2024	POOL	84559	0338	GRAINGER INC.	23/24 BLANKET PO - FOR MISCELLANEOUS PUR	167.92
03/06/2024	POOL	84560	3575	GREAT LAKES POWER & LIGHTING	IDENTIFY AND REPLACE CIRCUITS IN DISPATC	3,785.50
03/06/2024	POOL	84561	3264	GREAT LAKES WATER AUTHORITY	300-2451-S INDUSTRIAL WASTE CONTROL FOR	800.80

03/06/2024

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 02/22/2024 - 03/06/2024

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					ACCT # 100-2451-W WATER USAGE/FIXED CHAR	331,209.26
						332,010.06
03/06/2024	POOL	84562	2995	HALLAHAN & ASSOCIATES, P.C.	PROFESSIONAL SERVICES RENDERED THROUGH 2	658.92
03/06/2024	POOL	84563	4320	HI HOSPITALITY INC, DBA HOLIDAY INN	QUARTERLY HOTEL MANAGER MEETING WITH MAY	37.82
03/06/2024	POOL	84564	2928	INTEGRITY BUSINESS SOLUTIONS LLC	PAPER 8.5X11, 10RM/CT	79.98
03/06/2024	POOL	84565	2567	J & B MEDICAL SUPPLY CO. INC	23/24 BLANKET PO - J&B MEDICAL - FIRE D	250.65
					23/24 BLANKET PO - J&B MEDICAL - FIRE D	102.35
						353.00
03/06/2024	POOL	84566	0075	J & M TOWING	23/24 BLANKET PO TOWING FOR DISABLED CIT	175.00
					23/24 BLANKET PO TOWING FOR DISABLED CIT	175.00
						350.00
03/06/2024	POOL	84567	0141	JACK DOHENY SUPPLIES INC	23/24 BLANKET PO - MECHANICS AND WATER D	248.25
					CAMERA REPAIR CAMERA TRUCK ORPHEUS V4004	1,337.32
					23/24 BLANKET PO - MECHANICS AND WATER D	20.39
					23/24 BLANKET PO - MECHANICS AND WATER D	398.80
						2,004.76
03/06/2024	POOL	84568	1896	JAM BEST ONE FLEET SERVICE	LOW STOCK - TRAILERS/GROUNDS DUMP/POLICE	1,312.02
					ITB 21/22-13 TIRES FOR 1-TON DUMP #126	1,255.20
					REPLACE DRIVE TIRE ON #109 SALT TRUCK	706.84
					TIRES FOR WATER/SEWER 221	416.61
					TIRES FOR NEW TRAILER 113B-24	196.36
						3,887.03
03/06/2024	POOL	84569	3785	JEFFREY E. BOWDICH	MIDC SERVICE HOURS ATTORNEY JEFFREY BOWDICH	280.00
03/06/2024	POOL	84570	4261	KANOPY INC	101 TICKETS, 1 CREDIT	90.10
03/06/2024	POOL	84571	4314	KEITH FIELDS LLC	MAGIC OF STORIES BY LADY SARAH	360.00
03/06/2024	POOL	84572	MISC	KELLEY SHERWOOD	ANIMAL BOND SPAY / NEUTER REFUND 02/01/2	50.00
03/06/2024	POOL	84573	0078	KENNEDY INDUSTRIES, INC.	CITY HALL ANNUAL PREVENTATIVE MAINTENANC	1,195.00
03/06/2024	POOL	84574	MISC	KYLE VARNER	CDL LICENSE RENEWAL REIMBURSEMENT	30.00
03/06/2024	POOL	84575	3775	LAW OFFICE OF DANIEL A. BITAR, PLLC	MIDC SERVICE HOURS ATTORNEY DANIEL BITAR	2,270.00
03/06/2024	POOL	84576	4119	LAW OFFICES OF JOSHUA L. HADLEY	MIDC SERVICE HOURS ATTORNEY JOSHUA HADLEY	1,450.00
03/06/2024	POOL	84577	3777	LAW OFFICES OF SAMER N. JADALLAH	MIDC SERVICE HOURS ATTORNEY SAMER JADALLAH	820.00
03/06/2024	POOL	84578	3777	LAW OFFICES OF SAMER N. JADALLAH	MIDC SERVICE HOURS ATTORNEY SAMER JADALLAH	3,270.00
03/06/2024	POOL	84579	0023	LIBERTY PLUMBING SUPPLY	23/24 BLANKET PO FOR WATER & SEWER MISC	4.31
					23/24 BLANKET PO FOR WATER & SEWER MISC	11.70
						16.01
03/06/2024	POOL	84580	MISC	LISA TAFRALIAN	ANIMAL BOND SPAY / NEUTER REFUND 03/01/2	25.00
03/06/2024	POOL	84581	0212	LOWER HURON CHEM & SUPPLY CO., INC.	23/24 BLANKET PO FOR MISC CLEANING SUPP.	59.42
03/06/2024	POOL	84582	1680	LUSTER CLEANERS, INC	23/24 BLANKET PO FOR PRISONER BLANKET CL	160.00
03/06/2024	POOL	84583	MISC	M & M EXPRESS TRUCKING INC	RELEASE OF PERFORMANCE BOND	173,500.00
03/06/2024	POOL	84584	4172	MACQUEEN EQUIPMENT, LLC	REPLACEMENT HOSES FOR FIRE TRUCKS	1,529.96
03/06/2024	POOL	84585	3209	MARSHALL, ANGELA-NEVILLE, DEBORAH	BD Bond Refund 9428 BARRY	15,009.00
03/06/2024	POOL	84586	2666	MAURER'S TEXTILE RENTAL SERVICES	23/24 INVERTED PO - ITB 21/22-17 UNIFORM	13.78
					23/24 INVERTED PO - ITB 21/22-17 UNIFORM	13.78
					23/24 INVERTED PO - ITB 21/22-17 UNIFORM	13.78
					23/24 INVERTED PO - ITB 21/22-17 UNIFORM	13.78
					23/24 INVERTED PO FOR EMPLOYEE UNIFORM E	30.91
					23/24 INVERTED PO FOR EMPLOYEE UNIFORM E	27.50
					23/24 INVERTED PO FOR EMPLOYEE UNIFORM E	1.57
					23/24 INVERTED PO FOR EMPLOYEE UNIFORM E	135.49
					23/24 INVERTED PO FOR EMPLOYEE UNIFORM E	30.91
					23/24 INVERTED PO FOR EMPLOYEE UNIFORM E	27.50
					23/24 INVERTED PO FOR EMPLOYEE UNIFORM E	1.57
					23/24 INVERTED PO FOR EMPLOYEE UNIFORM E	135.49
					23/24 INVERTED PO FOR EMPLOYEE UNIFORM E	1.57
					23/24 INVERTED PO FOR EMPLOYEE UNIFORM E	27.50
					23/24 INVERTED PO FOR EMPLOYEE UNIFORM E	30.91
					23/24 INVERTED PO FOR EMPLOYEE UNIFORM E	135.49
						641.53
03/06/2024	POOL	84587	0885	MC GEE NICOLE	2023 Sum Tax Refund 80 143 01 0109 000	532.93

03/06/2024

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 02/22/2024 - 03/06/2024

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
03/06/2024	POOL	84588	0088	MESSENGER PRINTING SERVICE INC.	1,000 11X8.5 WELCOME BROCHURES	359.00
03/06/2024	POOL	84589	0048	MICHIGAN CAT	23/24 BLANKET PO FOR MISC EQUIPMENT PURC 23/24 BLANKET PO FOR MISC EQUIPMENT PURC	158.49 77.52
						236.01
03/06/2024	POOL	84590	1104	MICHIGAN STATE POLICE	23/24 BLANKET PO-SEX OFFENDER REG 07/1/2	90.00
03/06/2024	POOL	84591	0427	MIDWEST TAPE	CUSTOMER # 2000005771 BOOKS CUSTOMER # 2000005771 BOOKS CUSTOMER # 2000005771 BOOKS CUSTOMER # 2000005771 BOOKS	20.98 50.99 19.49 936.36
						1,027.82
03/06/2024	POOL	84592	3209	MIKAL MCDOWELL	BD BOND REFUND 16837 HEATHER	200.00
03/06/2024	POOL	84593	4107	MONEYGREEN LAWN SERVICE LLC	RED LIGHTS FOR MERRIMAN ROAD NFL DRAFT	1,400.00
03/06/2024	POOL	84594	0068	MUCHMORE HARRINGTON SMALLEY & ASSOC	23/24 INVERTED PO FOR LEGISLATIVE SERVIC	4,000.00
03/06/2024	POOL	84595	MISC	NICOLE HARRIS	INTERNAL AFFAIRS TRAINING	130.44
03/06/2024	POOL	84596	3564	NORMAN CATERING AND EVENTS	WESTERN WAYNE COUNTY CHIEFS MEETING 1/18	85.00
03/06/2024	POOL	84597	3041	NORTHSTAR MAT SERVICES, INC.	ACCOUNT # 1862-11121	63.28
03/06/2024	POOL	84598	0736	ORCHARD, HILTZ & MCCLIMENT	NORTHLINE ROAD REHABILITATION SMITH ROAD WATER MAIN REPLACEMENT I-94 AND MERRIMAN ROAD BRANDING OAKMONT AT GATEWAY WEST CENTER PARKING SHEETZ SERVICES THRU 01/13/24 SELF STORAGE PFEE24-001 SERVICES THRU 2/10/24 SHEETZ PFEE23-0012 SERVICES THRU 2/10/24 TAPLIN ISSA BEVERLY PLAZA SERVICES THRU 2/10/24 YALDO PARKING LOT PFEE23-009 ROMULUS TRADE CENTER SERVICES THRU 2/10/24 M&M TRUCKING CONST ESCROW CITY WORKS 614 MAVERIK (KUM & GO) PROFESSIONAL SERVICES SAVOY ENERGY RYZNAR PROFESSIONAL SERVICE SINGH TRUCKING PROFESSIONAL SERVICES THR QUIK TRIP PROFESSIONAL SERVICES THRU 2/2 QUIK TRIP PROFESSIONAL SERVICES THRU 2/2 QUIK TRIP PROFESSIONAL SERVICES THRU 2/2 QUIK TRIP PROFESSIONAL SERVICES THRU 2/2 FEDEX DISTRIBUTION ESCROW CITY WORKS # 6 SMITH RD A&B ESCROW CITY WORKS #61439 DTE REMOTE VALUE ESCROW CITY WORKS #6144 SMITH BUILDING 3 ESCROW CITY WORKS #6144 ROMULUS TRADE CENTER ESCROW CITY WORKS # 2023 TAMP REPORT SHEETZ II SERVICES THRU 2/10/24 SHEETZ II PARTIAL PAYMENT	8,934.75 11,163.75 2,893.00 5,312.50 1,235.00 4,487.50 4,115.00 7,335.00 3,805.00 2,997.50 1,600.00 17,171.00 2,363.50 2,025.00 1,505.00 500.00 687.50 187.50 42.50 5,689.75 1,522.00 931.00 400.00 2,814.00 5,903.75 1,999.75 506.50
						98,127.75
03/06/2024	POOL	84599	3002	OVERDRIVE, INC.	EXTERNAL SERVICE	5.98
03/06/2024	POOL	84600	0984	PARKWAY SERVICES, INC.	23/24 JAN-JUNE INVERTED PO FOR PORTA JOH 23/24 JAN-JUNE INVERTED PO FOR PORTA JOH PORTABLE TOILET AT WICK & SHOOK 23/24 JAN-JUNE INVERTED PO FOR PORTA JOH	75.00 200.00 195.00 300.00
						770.00
03/06/2024	POOL	84601	4294	PARTY N PLAY LLC	MOTHER AND SON NIGHT DECORATION	150.00
03/06/2024	POOL	84602	MISC	PAUL BANKS	CDL LICENSE RENEWAL REIMBURSEMENT	25.00
03/06/2024	POOL	84603	MISC	PHILIP LIGGINS	DEPOSIT REFUND, OVERPAID FOR YOUTH BASEB	30.00
03/06/2024	POOL	84604	1293	PIRTEK METRO DETROIT	23/24 BLANKET PO FOR HYDRAULIC TUBING -	310.40
03/06/2024	POOL	84605	4029	PLUNKETT COONEY, PC	FRANCIS ROMEO VS. CITY OF ROMULUS FRANCIS ROMEO VS. CITY OF ROMULUS	1,387.50 185.00
						1,572.50
03/06/2024	POOL	84606	3636	POWERDMS, INC	ANNUAL CLOUD BASE SOFTWARE - (2) YEAR SU	600.00
03/06/2024	POOL	84607	3959	PRETTY FACE CLEANING SERVICES	11189 SHOOK RD CLEANING- FY23/24 GROWTH WORKS CLEANING -REIMBURSED THROUG GROWTH WORKS CLEANING -REIMBURSED THROUG	150.00 100.00 200.00
						450.00

03/06/2024

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 02/22/2024 - 03/06/2024

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
03/06/2024	POOL	84608	3867	QUADIENT INC	IX7 POSTAGE MACHINE INK	200.45
03/06/2024	POOL	84609	0172	R&R FIRE TRUCK REPAIR	E1 FRONT SUSPENSION REPAIR	493.85
03/06/2024	POOL	84610	1952	ITTER GIS, INC.	2023-2024 PARCEL UPDATES AND TAX MAPS 23/24 GIS SUPPORT SERVICES FOR FD OPS -	1,545.00 <u>297.50</u>
						1,842.50
03/06/2024	POOL	84611	3984	ROMULUS FLOWERS AND GIFTS	MOTHER AND SON FLOWERS 2024	49.45
03/06/2024	POOL	84612	MISC	ROMULUS PUBLIC LIBRARY	PETTY CASH REPLENISHMENT FOR 11/20/23 -	138.43
03/06/2024	POOL	84613	2941	ROWE PROFESSIONAL SERVICES COMPANY	2021 GWA INKSTER ROAD WATER MAIN PROJECT GRANT ROAD DESIGN GRANT ROAD DESIGN	424.00 17,197.00 <u>3,594.50</u>
						21,215.50
03/06/2024	POOL	84614	1551	S & F FOODS, INC.	23/24 BLANKET PO FOR PIZZA CALZONE 12CT	75.00
03/06/2024	POOL	84615	MISC	SCHOLL STEVEN	REF SEVER/PLUG DEPOSIT FOR 6021 NEWBERRY	459.02
03/06/2024	POOL	84616	0204	SERVICE ELECTRIC SUPPLY INC	23/24 BLANKET PO FOR - MISC. BUILDING RE	67.38
03/06/2024	POOL	84617	MISC	SOLE CONSTRUCTION	REF HYDRANT RENTAL#49169972	2,035.63
03/06/2024	POOL	84618	0885	SOUTHRUP PARTNERS LLC	2023 Sum Tax Refund 80 062 01 0035 000	4,947.71
03/06/2024	POOL	84619	0885	SOUTHRUP PARTNERS LLC	2023 Win Tax Refund 80 062 01 0035 000	872.38
03/06/2024	POOL	84620	4040	STAPLES	PAPER, COPY CASE 8 1/2"x11" 20 LB	150.60
03/06/2024	POOL	84621	0763	STATE OF MICHIGAN	2/20/2024 WHEEL LOAD WEIGHER CALIBRATION	290.00
03/06/2024	POOL	84622	1127	STATE OF MICHIGAN	DUSBURSE 2024 C.T FOR FEB 01-15, 2024 WI	38.59
03/06/2024	POOL	84623	1127	STATE OF MICHIGAN	DUSBURSE 2024 C.T FOR FEB 01-15, 2024 WI	56,022.82
03/06/2024	POOL	84624	0503	STERICYCLE, INC.	23/24 BLANKET PO REMOVAL OF PD MEDICAL W	22.65
03/06/2024	POOL	84625	4034	SUPERIOR MEDICAL WASTE DISPOSAL	MEDICAL WASTE DISPOSAL CONTRACT FY 23/24	180.00
03/06/2024	POOL	84626	4254	TAYLOR H2O WORX LLC	METER TEST BENCH EVALUATION & CALIBRATIO METER TEST BENCH EVALUATION & CALIBRATIO	1,630.68 <u>81.10</u>
						1,711.78
03/06/2024	POOL	84627	1947	THE BANK OF NEW YORK MELLON	AGENT FEES - CAPITAL IMPROVEMENT BONDS L	575.00
03/06/2024	POOL	84628	4104	THE KAPLAN LAW FIRM	MIDC SERVICE HOURS ATTORNEY JOSHUA KAPLAN	1,280.00
03/06/2024	POOL	84629	4324	THE KHUJA LAW FIRM, PLLC	MIDC SERVICES HOURS ATTORNEY JAMIL KHUJA	4,630.00
03/06/2024	POOL	84630	1739	THE LIBRARY NETWORK	ACCOUNT # ROMS #22	6,981.12
03/06/2024	POOL	84631	3780	THE NUNLEY LAW GROUP, PLLC	MIDC SERVICE HOURS ATTORNEY ROYCE NUNLEY	1,936.00
03/06/2024	POOL	84632	MISC	TIMOTHY CLARK	ANIMAL BOND SPAY / NEUTER REFUND 04/01/2	25.00
03/06/2024	POOL	84633	4048	TOTAL BINDING & FLOORS	PIGGYBACK NCPA #02-60 FIRE STATION 4 - I	3,195.00
03/06/2024	POOL	84634	MISC	TRANS OVERSEAS	REF SEVER WA DEPOSIT FOR 27800 GODDARD	839.83
03/06/2024	POOL	84635	3281	TRUCK & TRAILER SPECIALISTS INC	WATER REPAIR SUPPLIES CURB GUARD FOR FLOW TRUCKS 105 & 109	249.88 <u>341.96</u>
						591.84
03/06/2024	POOL	84636	0659	WASTE MANAGEMENT	23/24 INVERTED PO FOR DUMPSTER CHARGES 23/24 INVERTED PO FOR DUMPSTER CHARGES 23/24 INVERTED PO-RESIDENTIAL TRASH PICK	872.00 639.80 <u>96,754.22</u>
						98,266.02
03/06/2024	POOL	84637	0106	WAYNE COUNTY	500373, ROUGE VALLEY STCAP PRINCIPAL & I	5,581.14
03/06/2024	POOL	84638	0657	WAYNE COUNTY	23/24 INVERTED PO-TRAFFIC SIGNAL MAINTEN 23/24 INVERTED PO-TRAFFIC SIGNAL MAINTEN	1,105.79 <u>871.51</u>
						1,977.30
03/06/2024	POOL	84639	0657	WAYNE COUNTY LAND BANK	DISBURSE 2024 C.T. FOR FEB 01-15, 2024 S	650.26
03/06/2024	POOL	84640	0657	WAYNE COUNTY LAND BANK	DISBURSE 2024 C.T. FOR FEB 01-15, 2024 W	1,016.55
03/06/2024	POOL	84641	0877	WAYNE COUNTY TREASURER'S ASSOC.	2024 MEMBERSHIP DUES	50.00
03/06/2024	POOL	84642	0877	WAYNE COUNTY TREASURER'S ASSOC.	2024 MEMBERSHIP DUES	50.00
03/06/2024	POOL	84643	0885	WELLS FARGO	2023 Sum Tax Refund 80 003 01 0020 002	523.82
03/06/2024	POOL	84644	0601	WEX BANK	INVERTED PO FY 23/24 ACCT 0462-00-398910	17,027.53
03/06/2024	POOL	84645	0198	WINDER POLICE EQUIPMENT, INC.	23/24 BLANKET PO FOR MISC PARTS FOR EMER	370.00
03/06/2024	POOL	84646	0651	WOODLAND MEADOWS LANDFILL	23/24 INVERTED PO FOR RESIDENT DUMP PASS	554.40
03/06/2024	POOL	84647	2945	ZONES, LLC	SCHEDULE ANYWHERE - 1 YR CONTRACT 2/1/24	<u>2,500.00</u>
POOL TOTALS:						
Total of 145 Checks:						2,634,291.32
Less 2 Void Checks:						<u>50.00</u>
Total of 143 Disbursements:						2,634,241.32

WEX/Speedway City Fleet Gas Distribution by Function month ending 02/29/2024

Department	Transactions	Total Amount	Total Fuel Units	Rebate	Total Invoice
ANIMAL CONTROL	2	139.07	53.75		
Building Dept	7	236.97	92.95		
CITY HALL	3	95.67	37.08		
DPW	115	6000.51	2213.89		
FIRE	66	3416.41	1287.74		
Mayor's Office	1	45.75	16.7		
ORDINANCE	3	110.41	41.5		
POLICE	284	6822.37	2569.53		
SENIORS	10	593.22	212.37		
	491	17460.38	6525.51	432.85	<u>17027.53</u>

City hall includes employees without a defined department.

1 transaction Kevin Krause, 1 transaction Gary Harris, and 1 Rae Lipkowski



City of Romulus

Communication

Council Meeting Held:
Item No. 12

March 11, 2024

Councilperson Abdo: _____

Councilperson Barden: _____

Councilperson Roscoe: _____

Councilperson Talley: _____

Councilperson Wadsworth: _____

Councilperson Williams: _____

Councilperson Wilson: _____



City of Romulus

Adjournment

Council Meeting Held:

March 11, 2024

Item No. 13

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Seconded by: Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Ayes: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Nays: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Abstain: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED