CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA

March 25, 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 11, 2024, at 7:30 p.m.
   - **B.** Approval of the Minutes from the Special Meeting - Study Sessions held on Monday, March 11, 2024, at 6:30 p.m. to discuss the Quarterly Investment Report and at 7:00 p.m. to discuss amendments to the Pension Ordinance.
3. **Petitioner**
   - **A.** **Petitioner**: Brandie Whalin **Petition**: Block Party & Street Closure Request
     Action: Approval of a Block Party Event for Saturday, August 24, 2024, from 10 a.m. to midnight and the closing of California Avenue at Oakbrook Street and Brandt Street with access granted for emergency vehicles for the stated event.
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.** Disposal of Obsolete, Worn, or Surplus Property
   - **B.** Municipal Library Board Reappointment
   - **C.** Michigan Department of Agriculture and Rural Development - 2024 Animal Welfare Grant Award
   - **D.** No Fee Permit for Elmer Johnson's Park - Romulus Middle School 8th Grade Picnic
   - **E.** Amended Employee Policies #17 and #18
6. **Clerk's Report – Ellen L. Craig-Bragg, Clerk**
   - **A.** Second Reading & Final Adoption of Budget Amendment 23/24-13
   - **B.** First Reading & Introduction to amendments to Appendix B, Chapter 38, Pension Plan, of the City of Romulus Code of Ordinances.
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 #: 24-06 for checks presented in the amount of $1,148,650.75.

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 25, 2024**

Item No. A.
General Description: Approval of Agenda

Resolution No. __________________

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

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

MOTION CARRIED UNANIMOUSLY   MOTION CARRIED   MOTION FAILED

City of Romulus

Minutes

Council Meeting Held: **March 25, 2024**

Item No. A.

General Description: Approval of Minutes from the Regular Meeting held on Monday, March 11, 2024, at 7:30 p.m.

Resolution No. ___________________

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

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

MOTION CARRIED UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

MINUTES OF THE REGULAR ROMULUS CITY COUNCIL MEETING
March 11, 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, Tina Talley, William Wadsworth, Virginia Williams, Allen Wilson
Absent / Excused: Celeste Roscoe

Administrative Officials in Attendance:
Robert McCraight, Mayor
Ellen L. Craig-Bragg, Clerk
Stacy Paige, Treasurer
Administrative Staff in Attendance:
Julie Wojtylko - Chief of Staff; Stephen Hitchcock - City Attorney

1. Agenda

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

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

2. Minutes

A. **Res. #24-062** Moved by **William Wadsworth**, seconded by **Tina Talley** to approve the Minutes from the Regular Meeting held on Monday, March 4, 2024, at 7:30 p.m.

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

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)
Mike Robinson from Opus Development Company made a presentation to the Council requesting approval of SPR-2023-033.

Res. #24-063 Moved by **William Wadsworth**, seconded by **Tina Talley** 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.

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

B. SLU-2023-004; Romulus Distribution Center (36711 Ecorse Road)
Jeff Kemp, Director of Building & Planning, gave a brief overview and timeline of the property. Kyle Morton from Ashley Capital presented a PowerPoint and fielded questions from the Council.

Three (3) residents addressed the City Council in opposition to the special land use request and Ashley Capital project.

Chris Girdwood of Aerotropolis addressed the City Council in support of the special land use request and Ashley Capital project.

Moved by **Tina Talley**, seconded by **Allen Wilson** 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.

Roll Call Vote: Ayes - John Barden, Tina Talley, Allen Wilson
Nays - Kathy Abdo, William Wadsworth, Virginia Williams
Motion Failed

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

Res. #24-064 Moved by **Kathy Abdo**, seconded by **Virginia Williams** to approve a no-fee permit for the Good Friday Event and Procession on March 29, 2024, from 11:00 a.m. to 12:00 p.m.

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

A. Moved by **Tina Talley**, seconded by **Kathy Abdo** to accept the Chairperson's Report.

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

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

A. **Res. #24-065** Moved by **William Wadsworth**, seconded by **Virginia Williams** 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.

FUND/DEPT. ACCOUNT NO.	ACCOUNT NAME	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET
101 General Fund				
Fund Balance 101728-675.007	Donations – B2B Event	$15,000.00	$7,500.00	$22,500.00
Expense 101-728-880.000	Community Promotions	$4,375.00	$7,500.00	$11,875.00

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

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

A. **Res. #24-066** Moved by **Tina Talley**, seconded by **Kathy Abdo** 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 and approval of 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.

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

B. **Res. #24-067** Moved by **Kathy Abdo**, seconded by **William Wadsworth** to approve the Special Meeting - Study Session Request for Monday, March 25, 2024, at 6:30 p.m. to discuss information regarding the City's 2024 Infrastructure Update.

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

C. **Res. #24-068** Moved by **Tina Talley**, seconded by **William Wadsworth** to adopt a resolution to set the Regular Meetings of Council to the second (2nd) and fourth (4th) Monday of each month and approve the meeting calendar, effective July 1, 2024, as set forth in Chapter 6, Section 6.4 of the Romulus City Charter as amended.

Roll Call Vote: Ayes - Abdo, Barden, Talley, Wadsworth, Wilson
Nays - Williams
Motion Carried

D. **Res. #24-069** Moved by **William Wadsworth**, seconded by **Kathy Abdo** to concur with the recommendation of Mayor Pro Tem John Barden, 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.

Roll Call Vote: Ayes - Abdo, Barden, Talley, Wadsworth, Wilson
Nays - Williams
Motion Carried

7. Treasurer's Report – Stacy Paige, Treasurer

8. Public Comment

A resident addressed the City Council regarding the removal of grave blankets from graves at the Romulus Memorial Cemetery.
A resident addressed the City Council to get an update regarding her sump pump and recommendations from her contractor.
A resident addressed the City Council regarding the flooding on Ecorse Road.

9. Unfinished Business

Mayor McCraight responded to inquiries made under public comment.

10. New Business

Res. #24-070 Moved by **Virginia Williams**, seconded by **William Wadsworth** to adopt a memorial resolution.

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

11. Warrant

A. Res. #24-071 Moved by **Kathy Abdo**, seconded by **Tina Talley** to approve Warrant #: 24-05 for checks presented in the amount of $2,634,241.32.

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

12. Communication

Councilperson Talley commented on previous and upcoming events.

13. Adjournment

Moved by **Kathy Abdo**, seconded by **Tina Talley** to adjourn the meeting at 10:38 p.m.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Wilson
Nays - None
Motion Carried
Councilperson Williams was not present during the roll call vote.

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 11, 2024.

Ellen L Craig Bragg

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

City of Romulus

Minutes

Council Meeting Held: **March 25, 2024**

Item No. B.

General Description: Approval of the Minutes from the Special Meeting - Study Sessions held on Monday, March 11, 2024, at 6:30 p.m. to discuss the Quarterly Investment Report and at 7:00 p.m. to discuss amendments to the Pension Ordinance.

Resolution No. ________________

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

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

MOTION CARRIED UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

MINUTES OF THE ROMULUS CITY COUNCIL SPECIAL MEETING – STUDY SESSION
March 11, 2024
Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174

1. **Roll Call**
   Mayor Pro Tem John Barden called the meeting to order at 6:30 p.m.
   Present: Kathy Abdo, John Barden, Tina Talley, William Wadsworth, Allen Wilson
   Absent / Excused: Celeste Roscoe, Virginia Williams

   Administrative Officials in Attendance:
   Robert McCraight, Mayor
   Ellen L. Craig-Bragg, Clerk
   Stacy Paige, Treasurer
   Administrative Staff in Attendance:
   Julie Wojtylko - Chief of Staff; Stephen Hitchcock - City Attorney

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

   Roll Call Vote: Ayes - Kathy Abdo, John Barden, Tina Talley, William Wadsworth, Allen Wilson
   Nays - None
   Motion Carried Unanimously.

3. **Discussion: Quarterly Investment Report**
   Treasurer Paige led the discussion. She presented a PowerPoint prepared by PFM Asset Management LLC. In the presentation, Treasurer Paige reviewed the interest rates, money market accounts, and investments for the City. She mentioned that the 1-3 year benchmark would be extended to 5 years. Treasurer Paige further reviewed the Federal Dot Plot and Issuer Diversification, noting that the city accounts have outperformed the benchmarks. She concluded the presentation with a brief overview of the City's securities and portfolios.

4. **Public Comment** – None

5. Moved by **Kathy Abdo**, seconded by **William Wadsworth** to adjourn the Special Meeting - Study Session at 6:49 p.m.

   Roll Call Vote: Ayes - Kathy Abdo, John Barden, Tina Talley, William Wadsworth, Allen 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 Special Meeting – Study Session of the Romulus City Council held on March 11, 2024.

Ellen L. Craig-Bragg

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

MINUTES OF THE ROMULUS CITY COUNCIL SPECIAL MEETING – STUDY SESSION
March 11, 2024
Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174

1. **Roll Call**
Mayor Pro Tem John Barden called the meeting to order at 7:00 p.m.
Present: Kathy Abdo, John Barden, Tina Talley, William Wadsworth, Allen Wilson
Absent / Excused: Celeste Roscoe, Virginia Williams

Administrative Officials in Attendance:
Robert McCraight, Mayor
Ellen L. Craig-Bragg, Clerk
Stacy Paige, Treasurer
Administrative Staff in Attendance:
Julie Wojtylko - Chief of Staff; Stephen Hitchcock - City Attorney; Gary Harris, Purchasing Director

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

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Tina Talley, William Wadsworth, Allen Wilson
Nays - None
Motion Carried Unanimously.

3. **Discussion: Amendments to the City of Romulus Pension Ordinance**
The discussion was led by Gary Harris, Pension Committee Chair. Mr. Harris reviewed the intent of the ordinance amendments. The amendments were to add the Secure Act language into the ordinance to make the ordinance in compliance with the law. Also, language regarding participation in MERS was removed. The changes affect all current and future nonunion and union employees, excluding police personnel, as their pensions are administered through MERS.

4. **Public Comment –** None

5. Moved by **William Wadsworth**, seconded by **Kathy Abdo** to adjourn the Special Meeting - Study Session at 7:09 p.m.

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Tina Talley, William Wadsworth, Allen 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 Special Meeting – Study Session of the Romulus City Council held on March 11, 2024.

Ellen L Craig Bragg

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

City of Romulus

Petitioner

Council Meeting Held: **March 25, 2024**

Item No. A.

General Description: **Petitioner**: Brandie Whalin **Petition**: Block Party & Street Closure Request
Action: Approval of a Block Party Event for Saturday, August 24, 2024, from 10 a.m. to midnight and the closing of California Avenue at Oakbrook Street and Brandt Street with access granted for emergency vehicles for the stated event.

Resolution No. ___________________

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

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

MOTION CARRIED UNANIMOUSLY MOTION CARRIED MOTION FAILED

Home of Opportunity

MEMORANDUM

To: **Honorable City Council**

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

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

Date: **March 25, 2024**

Re: **Block Party Petition – Brandie Whalin**

On March 14, 2024, the Clerk's Office received a Block Party Petition Request by petitioner Brandie Whalin, with the signatures of the property owners affected by the request. The petition was forwarded to the Assessing, Police/Ordinance, Public Works, and Fire Departments for their input and/or objections.

The above departments raised no objections.

The recommendation is to approve the Block Party Petition for Saturday, August 24, 2024, from 10 a.m. to midnight and the closing of California Avenue at Oakbrook Street and Brandt Street with access granted for emergency vehicles for the stated event.

City of Romulus
Administrative Offices
11111 Wayne Rd. Romulus MI 48174

CITY COUNCIL AGENDA REQUEST FORM

Today's Date: 3-14-24 Proposed Agenda Date: 3-25-24

Name of person(s) proposing item: Brandie Whalin
Please Print

Title: MRS

Name of Business / Organization (if applicable) Block Party

Address: 16209 Oakbook St. Romulus

Contact Number: 734-664-3910 Email Address:

Item request is for:
○ Information Only ○ Action Item ☒ Discussion/Action ○ Report ○ Other

Brief description /summary of the agenda item (as you would like it to appear on the agenda): I would like the two coners of Brandt/California & California/Oakbrook closed. From 10am to midnight

Does the subject concern a City Department? If so, please include name of department: DPW

Does the subject concern a City Ordinance? If so, please include the Ordinance name or number.

Have you addressed your issue(s) with city/administrative staff? ☐ Yes ☐ No

Desired Outcome: Grant what I am asking of you.

This request must be submitted to the City Clerk no later than the Wednesday prior to the City Council meeting. Council meetings are held on the 1st, 2nd and 4th Mondays at 7:30pm. Items submitted after this deadline, will be scheduled for the following City Council meeting.

Brandie Whalin
Signature of person submitting agenda item

3-14-24
Date

cc: Mayor
Mayor Pro Tem
Chief of Staff

Assessor Use Only
Number of Properties Affected:
Number of Signatures Required:

BLOCK PARTY PETITION

We, the undersigned of the 16209 block(s) of Oakbrook between Oakbrook/California and Brandt request the closing of our street in the City of Romulus on 8-24-24 from 10am am/pm to midnight am/pm.

ADDRESS	MUST PRINT NAME	SIGNATURE	
30536 California Ave	Nicole Carroll	Nicole Carroll	734 776-8062
30523 Leroy St	BARBARA Pooley	Barbara Pooley	616-201-6835
30571 leroy	Krista Bennett	[illegible]	734 7573011
30586 Leroy	Cheryl Allion	Cheryl Alleon	734-7756439
30535 Leroy	Chuck Navarr	[illegible]	734 68 8294
30546 Leroy	Mary Kauth	[illegible]	7342192312
30559 Leroy	Charles Kuster	[illegible]	3136571982
30508 Leroy	Doris Nichols	Doris Nichols	734-787-7704
16208 Brandt	Shira Banfacl	[illegible]	734-431-2521
Rothandria Burkett		30548 California ave	(313) 946-7243
30524 California		Linda Johnson	
Linda Johnson 734 552. 3207			
16243 Brandt	Kevin Kendrick Sr.	Kevin Kendrick Jr.	3137273136

SIGNATURE OF CIRCULATOR: [illegible]

ADDRESS: 16209 Oakbrook PHONE NUMBER: 734-604-3910

EMAIL: ____________________

(Please use back of this form for additional signatures.)

Completed petition must be submitted with copy of application and flyer to the Office of the Clerk by the Monday the week prior to the next scheduled City Council Meeting.

OFFICE USE ONLY

		Approved	
Rec'don:	________		
Assessor verified on:	______	Y___	N___
Sent to RPD:	________	Y___	N___
Sent to RFD:	________	Y___	N___
Sent to DPW:	_______	Y___	N___

30510 CALIFORNIA

Dennis J Pierce

DENNIS J PIERCE

734-502-0639

16264 BRANDT

Bernie Beard BENNIE BEARD

734, ~~2~~ 86-4982

Diana Pool - diana Pool

16442 BrandT.

734-~~5~~78-2640

16439 Brandt st Zach Kowalerski

Zach Kowalevski 734-365-2338

16477 BRANDT ST

LUCAS ASHER 313 208 0994

16422 Taft St. Romulus, mi Kimberly Antolak

Kimberly antolak

734 596 3709

16470 Oakbrook street Cecil A Gines 734-686-8380

16456 OAKBROOK Romulus. MI MARK BATE

734 757 5076

16444 OAKbrook Romulus mi - Karee Boltz

16431 Oakbrook Romulus mi Connie Creighton

734-787-5196

16418 OAKBROOK ROMULUS MI Samantha Hughes

734 941-0246

Assessor Use Only
Number of Properties Affected:
Number of Signatures Required:

BLOCK PARTY PETITION

We, the undersigned of the ______________ block(s) of __________________ between
Number Street

__________________ and __________________ request the closing of our street in the
Street Street

City of Romulus on __________________ from __________ am/pm to __________ am/pm.
Date Time Time

ADDRESS	MUST PRINT NAME	SIGNATURE
16405 Oakbrooke	Josh B 313 2446680	
16238 oakbrook	Dave Onan 616 337 3299	Dave Onan
16224 oAKbrook	Shauna Canady	734-306-6367
30606 CALifornia AVE	Donna Repp	Donna Repp 734/941/4019
16210 Oakbrook St	313 761-7091 Tanisha Smith	Smith
16223 OaKrook st	Lori L. Moore Lori L. Moore	Lori L Moore (313) 283-7065

SIGNATURE OF CIRCULATOR: ______________

ADDRESS: ~~30... CA...~~ PHONE NUMBER: ~~734...~~

EMAIL: ______________

(Please use back of this form for additional signatures.)

Completed petition must be submitted with copy of application and flyer to the Office of the Clerk by the Monday the week prior to the next scheduled City Council Meeting.

OFFICE USE ONLY

Rec'don: ________ Approved

Assessor verified on: _____ Y___ N___

Sent to RPD: ________ Y___ N___

Sent to RFD: ________ Y___ N___

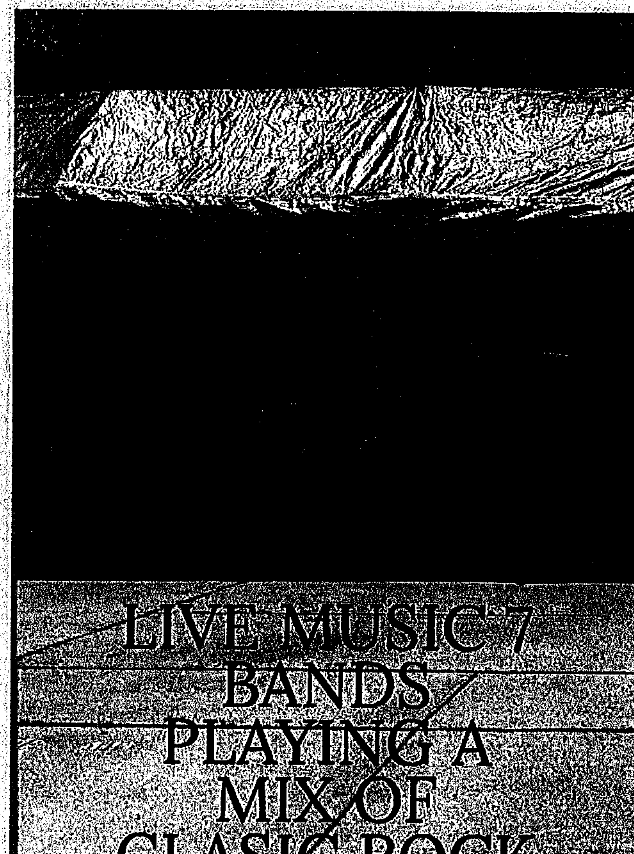
Sent to DPW: ________ Y___ N___

BLOCK PARTY

Hosted by : The Whalin's @
16209 Oakbrook St.
August 24th, 2024

Bring your coolers (BYOB)
Water will be AVAILABLE.
BRING YOUR LAWN SEATS.
Folding chairs WILL BE PROVIDED.
2 Porta John

Water Slide
2 Basket balls nets



LIVE MUSIC 7 BANDS PLAYING A MIX OF CLASIC ROCK ,BLUES, MODERN ROCK

Gas and Charcoal Grills available..SO BRING YOUR MEATS.

Contact Brandie Whalin @ 734-664-3910 for any questions or if you would like to help. Thank You

Sponsored by : Whalin Construction & Spot On Home Cleaning Services

Property Address	Owner of Record	signature obtained	confirmed	comments
16209 Oakbrook	Erick - Brandi Whalin	Brandi Whalin	X	
16208 Brandt	Daljit Singh - Sukhjinder Kaur	Shira Banford		Not the owner on record
30524 California	Harless Johnson	Linda Johnson	X	
30536 California	Nicole Carroll	Nicole Carroll	X	
30548 California	Anthony Lewis	Ruthandria Burkett		Not the owner on Record
Block closure of California from Brandt to Oakbrook impacts five driveways (see aerial).				


Niemi Ave
Taft Ave
Taft Ave
California Ave
Oakbrook Av
California Ave
Brandt St
Brandt St
POWERED BY ThinkGeo

City of Romulus

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

Council Meeting Held: **March 25, 2024**

Item No. A.

General Description: Approval of the Chairperson's Report

Resolution No. ___________________

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

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Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Williams	Wilson
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Williams	Wilson
Abstain:	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 25, 2024**

Item No. A.
General Description: Disposal of Obsolete, Worn, or Surplus Property

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Resolution No. ___________________

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

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Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Williams	Wilson
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Williams	Wilson
Abstain:	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: Disposal of Obsolete, Worn, or Surplus Property Policy

DATE: March 5, 2024

I concur with the recommendation of Roberto Scappaticci, DPW Director, and respectfully request City Council authorize the DPW to dispose of the listed vehicles (see table below) through Martin's Towing, with a disposal fee of $50.00 per vehicle with all other proceeds deposited into the appropriate City fund.

EQUIPMENT	VEH #	VIN/SN	RESERVE	MILEAGE	DEPT.	PURCHASE PRICE
2004 CHEVY SILVERADO	400	1GCEK19T84E193705	$2,152	175,444	ROADS	$23,428.00
2000 CHEVY DUMP	109	1GBL7H1C5YJ518454		48,268	ROADS	$74,665.00
2014 FORD EXPLORER	43	1FM5K8AT7EGC37909	$2,667	157,321	WATER	$38,664.05
2009 DODGE CHARGER	613	2B3LA43T59H641940	$1,364	119,549	DPW POOL	$27,894.67
2007 FORD EXPLORER	CAPT. 2	1FMEU72E66UB54396	$309	205,660	DPW/MECH	$20,122.00
2014 FORD EXPLORER	R25-14	1FM5K8AT5EGC37908	$3,830	165,779	DPW DIR.	$38,664.05
2006 GMC SIERRA	41	1GTEC19Z26Z262658	$2,554	128,849	SENIOR'S	$16,750.00
2009 DODGE CHARGER	25-09	2B3CA4CT9AH128758	$1,680	101,624	ORDINANCE	$27,894.67
2018 FORD EXPLORER	R20-18	1FM5K8AT9JGC18272	$8,636	114,710	POLICE	$41,182.00
2014 FORD EXPLORER	R31-14	1FM5K8AT5EGC37911	$4,031	164,954	POLICE	$38,664.05
2014 FORD TAURUS	R49-14	1FAHP2MT0EG185556	$6,404	63,402	POLICE	$36,289.03

Motion by____________________, supported by ____________________ to concur with the administration and authorize the DPW to dispose of the listed vehicles through Martin Towing, with a disposal fee of $50.00 per vehicle with all other proceeds deposited into the appropriate City fund.

CITY OF ROMULUS

DEPARTMENT OF PUBLIC WORKS **Memorandum**

TO: **Mayor Robert McCraight**

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

CC: ***Donald Straub, Assistant Director***

DATE: **January 31, 2024**

SUBJECT: **Disposal of Obsolete, Worn or Surplus Property Policy**

I would like to request permission from City Council, according to the "Disposal of Obsolete, Worn or Surplus Property Policy" for the disposal of the following vehicles and equipment to Martin's Towing, with a disposal fee of $50.00 per vehicle and all other proceeds going to the appropriate City fund per table below. The auction is scheduled for March 27th for municipal equipment and vehicle sales. Removal of these vehicles and equipment from the City fleet inventory will save the insurance premiums for the next fiscal year. The following vehicles/equipment will be submitted:

EQUIPMENT	VEH #	VIN/SN	RESERVE	MILEAGE	DEPT.	PURCHASE PRICE
2004 CHEVY SILVERADO	400	1GCEK19T84E193705	$2,152	175,444	ROADS	$23,428.00
2000 CHEVY DUMP	109	1GBL7H1C5YJ518454		48,268	ROADS	$74,665.00
2014 FORD EXPLORER	43	1FM5K8AT7EGC37909	$2,667	157,321	WATER	$38,664.05
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2014 FORD EXPLORER	R25-14	1FM5K8AT5EGC37908	$3,830	165,779	DPW DIR.	$38,664.05
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2009 DODGE CHARGER	25-09	2B3CA4CT9AH128758	$1,680	101,624	ORDINANCE	$27,894.67
2018 FORD EXPLORER	R20-18	1FM5K8AT9JGC18272	$8,636	114,710	POLICE	$41,182.00
2014 FORD EXPLORER	R31-14	1FM5K8AT5EGC37911	$4,031	164,954	POLICE	$38,664.05
2014 FORD TAURUS	R49-14	1FAHP2MT0EG185556	$6,404	63,402	POLICE	$36,289.03

Should there be any questions regarding this matter please feel free to contact me at 734-955-8752 or rscappaticci@romulusgov.com.

Sincerely,

Roberto J. Scappaticci, Director of Public Works
RS/CL

S:\PUBLIC WORKS\MOTOR VEHICLE DATA\AUCTION\AUCTION MEMO TO MAYOR FOR COUNCIL SPRING 2024.DOCX

400

2004 Chevrolet Silverado 1500 Crew Cab Pricing Report

Style: LS Pickup 4D 5 3/4 ft

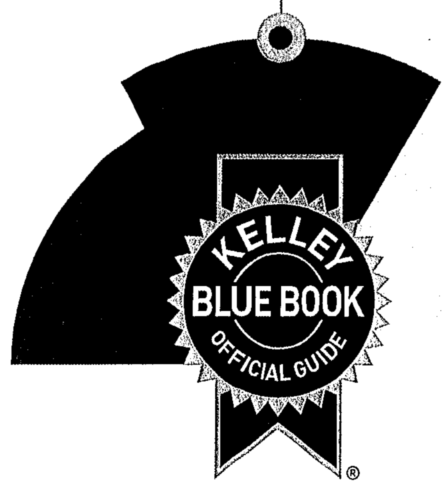
Mileage: 175,444

KBB.com Consumer Rating: 4.5/5

Trade in to a Dealer

Trade-in Range
$2,152 - $3,371

Trade-in Value
$2,762



Valid for **ZIP code 48174** through **01/31/2024**

#43

2014 Ford Explorer Pricing Report

Style: Sport Utility 4D

Mileage: 157,321

KBB.com Consumer Rating: 4.2/5

Trade in to a Dealer

Trade-in Range
$2,667 - $4,286

Trade-in Value
$3,477

Valid for **ZIP code 48174** through **01/31/2024**

Kelley Blue Book
THE TRUSTED RESOURCE

#613

2009 Dodge Charger Pricing Report

Style: Sedan 4D

Mileage: 118,938

KBB.com Consumer Rating: 4.6/5

Trade in to a Dealer

Trade-in Range
$1,364 - $1,919

Trade-in Value
$1,642

Valid for **ZIP code 48174** through **01/31/2024**

#Capt. 2

2006 Ford Explorer Pricing Report

Style: XLS Sport Utility 4D

Mileage: 201,441

KBB.com Consumer Rating: 4.3/5

Trade in to a Dealer

Trade-in Range
$309 - $564

Trade-in Value
$437

Valid for **ZIP code 48174** through **01/31/2024**

#R25-14

2014 Ford Explorer Pricing Report

Style: Limited Sport Utility 4D

Mileage: 165,779

KBB.com Consumer Rating: 4.2/5

Trade in to a Dealer

Trade-in Range
$3,830 - $6,349

Trade-in Value
$5,090

Valid for **ZIP code 48174** through **01/31/2024**

#41

2006 GMC Sierra 1500 Extended Cab Pricing Report

Style: Work Truck Pickup 4D 6 1/2 ft

Mileage: 128,849

KBB.com Consumer Rating: 4.6/5

Trade in to a Dealer

Trade-in Range
$2,554 - $3,707

Trade-in Value
$3,131

Valid for **ZIP code 48174** through **01/31/2024**

#25-09

2009 Dodge Charger Pricing Report

Style: Sedan 4D

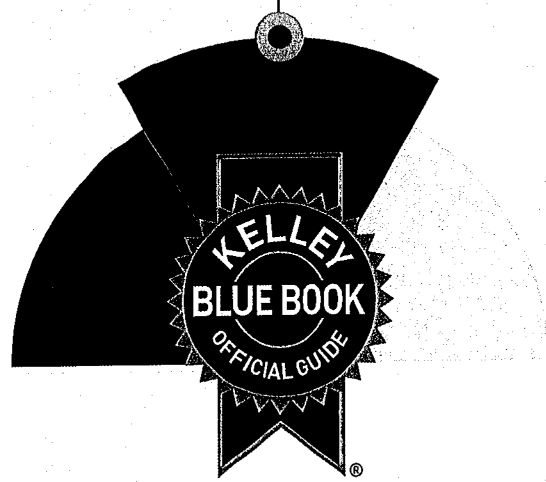
Mileage: 100,107

KBB.com Consumer Rating: 4.6/5

Trade in to a Dealer

Trade-in Range
$1,680 - $2,235

Trade-in Value
$1,958



Valid for **ZIP code 48174** through **01/31/2024**

#R31-14

2014 Ford Explorer Pricing Report

Style: Limited Sport Utility 4D

Mileage: 164,954

KBB.com Consumer Rating: 4.2/5

Trade in to a Dealer

Trade-in Range
$4,031 - $6,550

Trade-in Value
$5,291

Valid for **ZIP code 48174** through **01/31/2024**

Kelley Blue Book
THE TRUSTED RESOURCE

#R49-14

2014 Ford Taurus Pricing Report

Style: SEL Sedan 4D

Mileage: 63,402

KBB.com Consumer Rating: 4.5/5

Trade in to a Dealer

Trade-in Range
$6,404 - $7,697

Trade-in Value
$7,051

Valid for **ZIP code 48174** through **01/31/2024**

City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **March 25, 2024**

Item No. B.

General Description: Municipal Library Board Reappointment

Resolution No. ___________________

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

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Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Williams	Wilson
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Williams	Wilson
Abstain:	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: Municipal Library Board Reappointment

DATE: March 13, 2024

I am hereby requesting approval to reappoint Jennifer Johnson to the Municipal Library Board, as the Huron Township Representative with a term to expire on April 11, 2026.

Motion by__________, supported by _________, to concur with the administration and approve the re-appointment of Jennifer Johnson to the Municipal Library Board, as the Huron Township Representative with a term to expire on April 11, 2026.

From:	Wojtylko, Julie
To:	Lambert, Jill
Subject:	FW: Library Board Reappointment for Jennifer Johnson
Date:	Friday, March 8, 2024 3:59:13 PM
Attachments:	Johnson Library Board Reappointment Letter 3-2024.pdf image001.png image002.png

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Julie A. Wojtylko

Julie A. Wojtylko, CPM, Chief of Staff
Office of the Mayor
jwojtylko@romulusgov.com
734-955-4501

1ROMULUS

**** integrity and transparency * solution oriented * endeavor to improve and simplify process * inclusive service and opportunity for all***

From: Patty Braden [mailto:pbraden@romuluslibrary.org]
Sent: Friday, March 8, 2024 2:23 PM
To: McCraight, Robert <rmccraight@romulusgov.com>
Cc: Wojtylko, Julie <jwojtylko@romulusgov.com>; jenniferjohnson31 <jenniferjohnson31@live.com>; Dave Glaab <dglaab@hurontownship-mi.gov>
Subject: Library Board Reappointment for Jennifer Johnson

Good afternoon Mayor,
Attached please find a letter from Supervisor David Glaab requesting that Huron Township Board Representative and current Board President, Jennifer Johnson be reappointed to the Board. Jennifer's term is up for renewal on April 11, 2024. She serves a two-year term which, once renewed would run until April 11, 2026.

Please let us know if you need anything further.

Thank you,

Patty

Patty Braden, Director
Romulus Public Library
11121 Wayne Road
Romulus, MI 48174
734-955-4516
www.romuluslibrary.org
Serving Romulus and Huron Township

Huron Charter Township

22950 Huron River Drive
New Boston, MI 48164-9791
(734) 753-4466 • Fax (734) 753-4111

www.hurontownship-mi.gov

March 7, 2024

The Honorable Mayor Robert A. McCraight
11111 Wayne Road
Romulus, MI 48174

Dear Mayor McCraight:

I respectfully request the re-appointment of Huron Township representative Jennifer Johnson to the Romulus Public Library Board. Ms. Johnson has served with distinction and is committed to the long-term viability of the library and its mission.

Thank you for considering this re-appointment.

Sincerely,

David A. Glaab, Supervisor

City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **March 25, 2024**

Item No. C.

General Description: Michigan Department of Agriculture and Rural Development - 2024 Animal Welfare Grant Award

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Resolution No. ___________________

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

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Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Williams	Wilson
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Williams	Wilson
Abstain:	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: Michigan Department of Agriculture and Rural Development 2024 Animal Welfare Grant Award

DATE: March 20, 2024

I concur with the recommendation of Roger Salwa, Police Captain, and City Attorney Stephen Hitchcock and respectfully request City Council adopt a resolution authorizing the Mayor and Clerk to enter into the attached Inter-Governmental Agreement with the Michigan Department of Agriculture and Rural Development for the spaying and neutering grant awarded to the Romulus Animal Shelter.

Motion by__________, supported by _________, to concur with the administration and authorize the Mayor and Clerk to enter into the attached Inter-Governmental Agreement with the Michigan Department of Agriculture and Rural Development for the spaying and neutering grant awarded to the Romulus Animal Shelter.

Romulus Police Department Investigative Service Bureau

Memo

To: **Mayor Robert McCraight**

Cc: **Chief Pfannes, Maria Farris and Victoria Thrush**

From: **Roger Salwa, Captain**

Date: **March 13th, 2024**

Re: **Michigan Department of Agriculture and Rural Development 2024 Animal Welfare Grant Award GG24*1873**

I am requesting and seeking council approval for the City of Romulus to enter into an Intergovernmental Agreement with the Michigan Department of Agriculture and Rural development.

The Romulus Animal Shelter has been awarded partial funding for the 2024 Animal Welfare Fund Grant in the amount of $4,000.00. The funds are intended to be used for spaying and neutering.

City Attorney Steve Hitchcock has reviewed the contract and approved its language.

The funds will be distributed in the form of reimbursements after receipts and other forms of proper documentation have been submitted and received by the State of Michigan.

GG 24*1873

Grant Agreement

Regarding the

Animal Welfare Fund

Between the

Michigan Department of Agriculture and Rural Development

and

City of Romulus Animal Shelter

Michigan Department of Agriculture and Rural Development
Animal Welfare Fund

By authority granted under Act No. 119 of the Public Acts of 2023, the Michigan Department of Agriculture and Rural Development, (hereinafter the "Grantor") hereby agrees to provide the City of Romulus Animal Shelter (hereinafter, the "Grantee") with grant assistance subject to the terms and conditions, and limitations as set forth herein.

The maximum amount of grant assistance hereby offered is $4,000.
The grant shall be effective from February 1, 2024 – September 1, 2024.

If the project is not completed in the initial period, a grant extension may be considered by the Grantor. Approval of an extension is not guaranteed and is dependent on the Grantee's compliance with the enclosed Terms and Conditions.

If the Grantee requires an extension, the Grantee must contact the Grant Administrator with an extension request in writing as soon as it is evident an extension is needed and no later than September 1, 2024. By September 15, 2024, any Grantee with an approved extension shall submit an estimated billing for expenditures incurred and not reimbursed for in the fiscal year ending September 30, 2024.

Funds will be made available for this program in accordance with the attached Terms and Conditions.

This grant is valid contingent upon the availability of funds. If the Grantor's funds are reduced by the Legislature as part of a budget reduction or reduced for any other reason, this grant may be reduced or canceled.

This grant does not commit the State of Michigan or the Department of Agriculture and Rural Development to approve requests for additional funds not contained in this grant.

Grantee accepts the grant and agrees that the funds made available through the grant will be used only as set forth herein.

Dated: 2024-01-02 13:15:23 UTC

____

Christine Knight

Dated: 2024-01-03 15:27:27 UTC

____

Tim Slawinski
Acting Division Director
Animal Industry Division

Michigan Department of Agriculture and Rural Development
Grant Agreement

TITLE:
Animal Welfare Fund

GRANTEE INFORMATION:
Registration #: 30302
Christine Knight
City of Romulus Animal Shelter
12300 Wayne Rd
Romulus MI 48174
Phone: 734-942-6851
E-mail: cknight@romulusgov.com

SIGMA VENDOR INFORMATION:
Vendor #: CV0048269
DONAVON MCGUIRE/STACY PAIGE
City of Romulus
City Treasurer
11111 Wayne Rd
Romulus, MI 48174
Phone: 313-942-7556
E-mail:

GRANT ADMINISTRATOR:
Kate Turner
Michigan Department of Agriculture
and Rural Development
Animal Industry Division
P.O. Box 30017
Lansing, Michigan 48909
Phone: 517-248-5684
E-Mail: animalshelters@michigan.gov

TOTAL AUTHORIZED BUDGET:
$4,000

GRANT NUMBER:
24*1873

ACCOUNTING TEMPLATE:
791AID4ANWLFGRNT

I. GENERAL TERMS AND CONDITIONS

A. Record Retention

Grantee shall retain all financial reports, supporting documents and statistical records for a period of seven years after the close of the grant. Grantee shall also require all subcontractors retained for the performance of this grant to retain all financial reports, supporting documents and statistical records for a period of seven years after the close of the grant. The retention period starts from the date of receipt of the Final Report by the Grant Administrator. Examples of documents to be retained might include but are not limited to: original and/or electronic invoices, billings, packing slips, reports, checking account statements, accounts payable records, contracts and sub-contracts.

B. Procurement

The Grantee agrees that all procurement transactions involving the use of funds from this grant shall be conducted in a manner that provides maximum open and free competition.

C. Grant Changes

The Grantee must obtain prior written approval for program changes from the Grant Administrator. Grant changes include:

1. Changes in substance in the program activities.
2. Additions or deletions in the project work plan or location.
3. Any single or cumulative change in the budget of 20% or more of the grant amount.

D. Regulation Compliance

The Grantee and Grantee's contractors and subcontractors are responsible for compliance with all federal and state laws and municipal ordinances and regulations that in any manner affect the work or performance of this grant and shall at all times carefully observe and comply with all rules, ordinances and regulations.

E. Non-Discrimination Clause

In the performance of this grant, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract entered into for the performance of this Grant Agreement will contain a provision requiring non-discrimination in employment, as herein specified, that is binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101, *et seq.* Any breach of this covenant may be regarded as default under Section P and grounds for cancelling the Grant Agreement.

F. Unfair Labor Practices

The Grantee shall abide by Act No. 278 of the Public Acts of 1980, as amended, MCL 423.321 *et seq*.

G. Liability Insurance

The Grantee shall provide and maintain insurance in an amount sufficient to protect from claims that may arise out of or result from the Grantee's operations under this grant, or for anyone whose acts they are legally liable.

H. Indemnification

Each party to this Grant Agreement must seek its own legal representation and bear its own costs in any litigation that may arise from performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation and that each party shall be responsible for any judgments entered against it.

I. Use of Material

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

J. Assignability

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

K. Iran Sanctions Act

By signing this Agreement the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

L. Prevailing Wage

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over $2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

M. Subcontracts

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

N. Anti-Lobbying

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

O. Conflict of Interest

No member of the legislative, judicial, or executive branch of state or federal governments or any local unit of government official shall personally benefit from this Grant Agreement. No member of the Grantee's Board of Directors, its employees, partner agencies or their families shall have any personal benefit from this Grant Agreement.

P. Cancellation

This Grant Agreement may be canceled by 30 day written notice by either party. If canceled, Grantee must provide a Final Report and invoice within 30 days of cancellation.

Cancellation or reduction of the grant by the Grantor may be for default by the Grantee, lack of further need for the service at the location named in the contract, or conviction of criminal offense(s) as set forth below.

Default is defined as the failure of the Grantee to fulfill the obligations of the Grant Agreement. In case of default by the Grantee, the Grantor may cancel the Grant Agreement immediately and all unused grant funds must be returned by the Grantee immediately. All disallowed costs and overpayments shall also be returned by the Grantee within 30 days of cancellation.

In the event the Grantor no longer needs the service specified in the grant due to department changes, changes in laws, rules or regulations, relocation of offices, or no longer has appropriations to fund the grant, the Grantor may cancel or reduce the grant by giving the Grantee written notice of such cancellation or reduction 30 days prior to the date of cancellation or reduction. All costs incurred by the Grantee between the grant cancellation or reduction notice and the cancellation or reduction date, with the exception of previously budgeted personnel costs and non-cancelable obligations, must be approved by the Grant Administrator prior to their incurrence. No costs shall be allowed after the grant has been cancelled.

The Grantor may immediately cancel the grant without further liability to the State, its departments, agencies and employees if the Grantee, an officer of the Grantee, or an owner of the Grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement; theft; forgery; bribery; falsification or destruction of records; receiving stolen property; attempting to influence a public employee to breach the ethical conduct standards for State employees; violation of a state or federal antitrust statute; or any other criminal offense which in the sole discretion of the Grantor, reflects on the Grantee's business integrity.

Q. Closeout

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

R. Electronic Funds Transfer

Payments under this Agreement are encouraged to be processed by Electronic Funds Transfer (EFT). The Grantee can register to receive payments by EFT at the SIGMA Vendor Self Service web site (www.michigan.gov/SIGMAVSS)

S. Freedom of Information

This is a grant from public funds and records associated with it are subject to disclosure under Michigan's Freedom of Information Act.

II. SPECIAL TERMS AND CONDITIONS

A. Statement of Purpose

The goal of this program is to support projects that increase the number of shelter dogs and cats that are sterilized and adopted in Michigan. Projects could also enhance knowledge and skills of animal control officers and animal shelter personnel involved with enforcement of animal related laws in Michigan as well as projects that serve to educate the public in proper animal care per anticruelty laws and the value of spay neuter. Projects could also support and enhance programs that provide for the care and protection of animals, especially those housed for animal neglect or cruelty.

B. Statement of Work

To increase the number of shelter dogs and cats that are sterilized and adopted including the purchase of sterilization equipment and supplies.

C. Budget

This is a cost reimbursement or deliverable-based grant funded by state or restricted revenue. Reimbursement funding for this project is approved by the Grantor up to and including the following allowance:

Item/Service	Quantity	Cost	Total
Canine & Feline Spay/Neuter	40+	$ 60-105	$ 4,000
Total			$ 4,000

D. Payment Schedule

Payments will not be made until reports have been received by the Grant Administrator as required in Section II-G. Grantee's invoice must include a reconciliation of actual expenses incurred during the reporting period for reimbursement.

E. Audit

The project will be subject to audit by the State who may review the adequacy of the financial management/reporting system during or at any time subsequent to the award.

F. Reporting

Final Reimbursement Request: Due no later than September 15, 2024.
Grantee must complete the provided Reimbursement Request as provided by the Grantor for payment. If the provided Reimbursement Request is not used, payment may be delayed or denied.

At a minimum, each report shall contain an invoice and:

a. A summary and status of the goals and objectives outlined in the proposal.

b. A financial summary as compared to the budget submitted. Summary must include a reconciliation of actual expenses incurred during the reporting period for reimbursement.

In the event of an extension, by September 15, 2024, Grantee shall submit an estimated billing for expenditures incurred and not reimbursed for in the fiscal year ending September 30, 2024.

City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **March 25, 2024**

Item No. D.

General Description: No Fee Permit for Elmer Johnson's Park - Romulus Middle School 8th Grade Picnic

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Resolution No. ___________________

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

---

Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Williams	Wilson
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Williams	Wilson
Abstain:	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: No Fee Permit for Elmer Johnson's Park/Romulus Middle School 8th Grade Picnic

DATE: March 20, 2024

I concur with the request of Colleen Dumas, Recreation Director, and respectfully request that City Council authorize a no fee permit to the Romulus Middle School for the use of the Elmer Johnson's Park pavilion on June 7, 2024 for their end of the year eighth grade picnic.

Motion by __________________ supported by ___________________ to concur with the administration and authorize a no fee permit for the use of the Elmer Johnson's Park pavilion on June 7, 2024 for their end of the year eighth grade picnic.

INTEROFFICE MEMORANDUM

TO: Mayor Robert A. McCraight

FROM: Colleen Dumas, Recreation Department Director
Community Services Department

SUBJECT: No Fee Permit for Elmer Johnson's Park/Romulus Middle School 8th grade Picnic

DATE: MARCH 14, 2024

Romulus Middle school has requested a No Fee permit to use the Elmer Johnson's Park pavilion on June 7, 2024, for their end of the year eighth grade picnic. The picnic is a celebration for the eighth grade class of 2024 students.

Should you concur, I respectfully request you forward this document to City Council for approval on March 25, 2024.

If I can provide any further information, please do not hesitate to contact me.

C Julie Wojtylko, Chief of Staff

Mike Laskaska, Director of Communication and Community Services

City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **March 25, 2024**

Item No. E.
General Description: Amended Employee Policies #17 and #18

Resolution No. __________________

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

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Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Williams	Wilson
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Williams	Wilson
Abstain:	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: Amended Employee Policies #17 and #18

DATE: 3/21/2024

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

Motion by _____________supported by ___________________ to concur with the administration and legal counsel and adopt the amendments to employee policy and procedure manual – policies #17 and #18.

CITY OF ROMULUS
HUMAN RESOURCES

MEMORANDUM

TO: Robert A. McCraight, Mayor

FROM: Kevin B. Losen, Director of Human Resources

CC: Steve Hitchcock, City Attorney

DATE: March 20, 2024

SUBJECT: Request for Council Approval – City Policies 17 and 18

Sir,

I respectfully request your concurrence regarding the proposed modifications to City of Romulus employee policies 17 and 18, applicable to non-union exempt and non-union non-exempt employees respectively. The aforementioned policies are attached, along with a brief synopsis of the changes.

If you concur, I request that the issue be placed on the agenda for consideration by Romulus City Council at the March 25, 2024 regular meeting.

Our City Attorney has reviewed the modifications and will be present at the meeting to answer any questions that may come up.

Synopsis of Policy Changes

<u>The following modifications were made to BOTH Non-Union Employee Policies (17 and 18)</u>:

- Added Juneteenth holiday
- Added clarifying language for holiday pay, in conjunction with use of sick time.
- Added clarifying language defining who is eligible for healthcare waivers.
- Modified annual health care waivers from $2000 (single) $3000 (2 person) $4000 (family) **to** $4000 (single) $5000 (2 person) $6000 (family).
- Modified "Other Post-Employment Benefits" (OPEB) language from Medicare Supplement Plan to Medicare Advantage Plan.
- Added OPEB language specific to employees separating from city employment without having full years of service as defined by policy. (Must defer city health care benefits until attaining age 60)

<u>The following additional modifications were made to Policy 17 ONLY (Non-Union Non-Exempt)</u>:

- Added language that non-exempt employees shall be paid at the overtime rate for all hours worked in excess of 40 hours in one week.
- Added clarifying language defining paid breaks during a workday.
- Added language to provide two weeks of vacation after one year of service, consistent with Teamsters changes (was previously one week).
- Added language to allow employees earning less than 80 hours of vacation annually to carryover remaining vacation balances, for up to six months. (previously time was forfeited if not taken before anniversary)

<u>The following additional modification was made to Policy 18 ONLY (Non-Union - Exempt)</u>:

- Added language that exempt employees are not eligible for overtime wages.

POLICY # 17

Policy: BENEFIT ADMINISTRATION

Applies to: NON-UNION NON-EXEMPT EMPLOYEES

Revised: MARCH 2024

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

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

<u>FRINGE BENEFITS</u>

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

<u>WAGES</u>

Non-Exempt employees are entitled to overtime pay (one and one half times the regular hourly rate) if they exceed forty (40) hours of work in a week, defined as Sunday through Saturday for payroll purposes.

<u>PAID BREAKS</u>

1. Paid breaks shall be provided as follows:
    - *If working an eight (8) hour work day*: A paid lunch period, not to exceed thirty (30) minutes, and one (1) fifteen (15) minute break both during the morning and afternoon.
    - *If working less than an eight (8) hour work day*: One (1) paid fifteen (15) minute

break for between 4 and 6 hours of work, OR one (1) paid fifteen (15) minute break and one (1) paid thirty (30) minute lunch period for at least six (6) but less than eight (8) hours of work.

VACATION TIME

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

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

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

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

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

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

3. An employee who is absent from work on personal unpaid leave for more than thirty (30) calendar days will not accumulate vacation time. Any employee whose

personal unpaid leave time exceeds thirty (30) calendar days, except for on-the-job disability, will have their anniversary date extended the amount of days they were off on leave in excess of thirty (30) calendar days to allow for the elimination of pro-ration of vacation time. As a result, the anniversary date (for vacation purposes only) will be permanently changed.

4. Upon an employee's anniversary date, the City shall annually and automatically without request from the employee, pay the employee up to eighty (80) hours of excess vacation time at his or her current rate of pay. If the employee has not utilized at least eighty (80) hours of his or her credited vacation time during the preceding twelve (12) months as required, the vacation payout will be reduced by the number of hours less than eighty (80) that the employee utilized. Employees earning 80 hours or less of vacation time annually are not eligible for payouts; they may only extend their balance under the following section.

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

    A. For employees earning more than 80 hours of Vacation annually: Only vacation time in excess of the eighty (80) hour usage requirement is eligible to be extended or paid off. The use of any extended vacation time does not count toward any subsequent eighty (80) hour usage requirement. Approved extended vacation time must be utilized first and any extended vacation time not used by the employee within six (6) months of the extension shall be forfeited.
    B. For employees earning 80 hours or less of Vacation annually: There is no minimum hour usage requirement. Approved extended vacation time must be utilized first and any extended vacation time not used by the employee within six (6) months of the extension shall be forfeited.

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

PERSONAL BUSINESS LEAVE DAYS

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

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

For example:
Employee's date of hire is August 1st.

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

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

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

3. PB hours are not eligible for pay outs.

UNPAID EXCUSED ABSENCE

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

SICK LEAVE DAYS

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

Sick Leave hours are provided on a prorated basis.

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

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

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

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

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

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

4. After a thirty (30)-calendar day qualification period the employee will receive a pro-rated number of Sick Leave hours for use. On the following July 1st, the employee will receive the full 96 Sick Leave hours.

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

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

6. Employees who separate for other than just cause termination will receive a 50% payment of their sick leave bank. Just cause terminations do not qualify for sick leave pay outs.

HOLIDAYS

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

The employee must work the preceding workday before each holiday (including 2-day holidays) and the succeeding workday after each holiday, or be on approved vacation or personal leave, provided the leave is approved at least 24 hours in advance of the holiday, otherwise no holiday pay will be received. An employee who uses sick leave on the day before or after a holiday will only receive the holiday pay upon providing sufficient proof of the need for sick leave. Employees who are on leave status without pay will not be entitled to holiday pay.

Designated holidays are:

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

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

BEREAVEMENT LEAVE

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

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

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

LONG TERM DISABILITY

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

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

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

2. During the 30-working day waiting period, each employee is required to use their Sick, Personal Business and Vacation time. Employees who exhaust their bank

time will be on unpaid status for the remainder of the 30-working day waiting period. The 30 working day waiting period must be used in conjunction with the long term disability leave. The leave must be documented by a doctor's authorization of disability for an extended period of time. It allows the employee to remain on the City payroll for 30 working days after which the long term disability takes effect.

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

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

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

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

A. Vacation Leave
B. Personal Business Leave
C. Sick Leave
D. Employer's contribution to Pension Plan

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

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

6. Maternity Leave is covered under this provision.

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

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

9. After an employee has received LTD benefits for the maximum period provided above or if the LTD claim is denied, the employee must provide a doctor's clearance

for “return to work without restrictions” or employment and health insurance benefits will be terminated by the City, subject to FMLA law.

HEALTH / MEDICAL AND PRESCRIPTION INSURANCE

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

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

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

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

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

2. All full time Non-Union employees, not otherwise covered by City insurance, may elect to waive medical/prescription insurance after presenting proof of credible coverage to the Human Resources Department and will receive a taxable waiver payment based on their coverage as listed below:

   A. 1 person = $4,000
   B. 2 person = $5,000
   C. Family = $6,000

If two or more employees are eligible for coverage under the same contract, only one waiver payment will be paid. Only employees receiving health insurance from another employer-sponsored plan or who have coverage from the Veterans Administration are eligible for waiver payments.

3. All employees are required to pay any contributions to premiums, which are

established by the City or by State law.

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

DENTAL INSURANCE/OPTICAL INSURANCE

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

LIFE INSURANCE

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

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

PENSION BENEFITS (Non-Exempt)

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

DEFERRED COMPENSATION

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

WAGE CONTINUATION INSURANCE

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

OTHER POST EMPLOYMENT BENEFITS (OPEB)

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

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

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

in which case benefits will not be paid.

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

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

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

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

Anyone separating from service after June 30, 2024 with less than 20 years of service under this section will not be eligible to receive benefits until age 60.

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

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

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

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

Anyone separating from service after June 30, 2024 with less than 25 years of service under this section will not be eligible to receive benefits until age 60.

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

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

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

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

WAIVER OF BENEFITS – **Non-Medicare eligible** retirees on regular healthcare coverage may elect to waive all fringe benefits (health, prescription, optical, dental and life) offered by this policy annually during open enrollment (June) and receive an annual taxable payment of $4000 Single, $5000 2-Person or $6000 Family based on qualifying dependents. If retiring mid-year, the retiree will receive a prorated waiver amount.

Medicare eligible retirees may waive coverage for an annual taxable payment of $2000. However, once Medicare coverages are waived, you are forever prohibited from returning to the City's healthcare plans.

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

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

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

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

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

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

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

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

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

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

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

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

POLICY # 18

Policy: BENEFIT ADMINISTRATION

Applies to: NON-UNION EXEMPT/EXECUTIVE EMPLOYEES

Revised: MARCH 2024

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

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

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

<u>FRINGE BENEFITS</u>

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

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

WAGES

Exempt employees are paid by salary and are not entitled to overtime pay.

VACATION TIME

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

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

1. Exempt employees shall receive the following vacation:

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

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

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

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

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

within six (6) months of the extension shall be forfeited.

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

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

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

PERSONAL BUSINESS / SICK LEAVE DAYS

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

HOLIDAYS (Executive and Exempt)

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

The employee must work the preceding workday before each holiday (including 2-day holidays) and the succeeding workday after each holiday, or be on approved vacation or personal leave, provided the leave is approved at least 24 hours in advance of the holiday, otherwise no holiday pay will be received. An employee who uses sick leave on the day before or after a holiday will only receive the holiday pay upon providing sufficient proof of the need for sick leave. Employees who are on a leave status without pay will not be entitled to holiday pay.

Designated holidays are:

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

BEREAVEMENT LEAVE

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

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

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

LONG TERM DISABILITY (Executive and Exempt)

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

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

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

2. The leave must be documented by a Doctor's authorization of disability for an extended period of time. It allows the employee to remain on the City payroll for 30 working days after which the long term disability takes effect.

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

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

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

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

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

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

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

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

6. Maternity Leave is covered under this provision.

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

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

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

HEALTH / MEDICAL AND PRESCRIPTION INSURANCE (Executive and Exempt)

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

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

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

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

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

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

2. All full-time non-union employees, not otherwise covered by City insurance, may elect to waive health/prescription insurance coverage after presenting proof of alternative coverage to the Human Resources Department and will receive a taxable waiver payment based on their coverage as listed below:

   A. 1 person = $4,000
   B. 2 person = $5,000
   C. Family = $6,000

If two or more employees are eligible for coverage under the same contract, only one waiver payment will be made. Only employees receiving health insurance from another employer-sponsored plan or who have coverage from the Veterans Administration are eligible for waiver payments.

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

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

DENTAL/OPTICAL INSURANCE

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

LIFE INSURANCE

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

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

PENSION BENEFITS (Executive and Exempt)

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

DEFERRED COMPENSATION

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

WAGE CONTINUATION INSURANCE

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

OTHER POST EMPLOYMENT BENEFITS (OPEB)

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

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

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

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

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

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

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

Anyone separating from service after June 30, 2024 with less than 20 years of service under this section will not be eligible to receive benefits until age 60.

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

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

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

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

Anyone separating from service after June 30, 2024 with less than 25 years of service under this section will not be eligible to receive benefits until age 60.

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

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

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

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

WAIVER OF BENEFITS – **Non-Medicare** retirees on regular healthcare coverage may elect to waive all fringe benefits (health, prescription, optical, dental and life) offered by this policy annually during open enrollment (June) and receive an annual taxable payment of $4000 Single, $5000 2-Person or $6000 Family based on qualifying dependents. If retiring mid-year, the retiree will receive a prorated waiver payment.

Medicare eligible retirees may waive coverage for an annual taxable payment of $2000. However, once Medicare coverages are waived, you are forever prohibited from returning to the City's healthcare plans.

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

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

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

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

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

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

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

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

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

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

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

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

City of Romulus

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

Council Meeting Held: **March 25, 2024**

Item No. A.

General Description: Second Reading & Final Adoption of Budget Amendment 23/24-13

Resolution No. ___________________

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

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

MOTION CARRIED UNANIMOUSLY MOTION CARRIED MOTION FAILED

[Do

Administrative Officials

Robert McCraight, Mayor

Ellen L. Craig-Bragg, City Clerk

Stacy Paige, City Treasurer

City Council

John Barden, Mayor Pro Tem

Virginia Williams, Councilwoman

Tina Talley, Councilwoman

William Wadsworth, Councilman

Celeste Roscoe, Councilwoman

Kathleen Abdo, Councilwoman

Allen R. Wilson, Councilman

City of Romulus

11111 Wayne Road

Romulus, MI 48174

(734) 942-7500

www.romulusgov.com

Romulus
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CITY COUNCIL AGENDA ITEM

REQUEST FORM

Submitted to: **Romulus City Council** Date Submitted: **3/20/2024**

Submitted by: **Ellen L. Craig-Bragg, City Clerk**
cc: D'Sjonaun Hockenhull, Deputy City Clerk

Department: **Clerks Office**

Council Meeting of: **March 25, 2024**

TITLE/DESCRIPTION OF ITEM
Second Reading & Final Adoption to Budget Amendment 23/24-13

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

RECOMMENDED RESOLUTION/ACTION

To approve the Second Reading & Final Adoption to Budget Amendment 23/24-13 in the amount of $7,500.00 to recognize Visit Detroit donation for the On the Clock Tour event on April 6, 2024 at the Romulus Athletic Center.

This budget amendment was introduced at the March 11th Regular Council Meeting.

OFFICE USE ONLY

Approved for Council Agenda: ☑

AGENDA ITEM # **6A**

MEMORANDUM

TO: Mayor Robert A. McCraight

FROM: Finance Department

DATE: 3/7/24 VNT

SUBJECT: Budget Amendment 23-24.13

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

Recognize Visit Detroit donation

C:\Users\jwojtylko\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\TDOTH3TN\BA 23-24.13 Memo

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

V. Crush 3/7/2024

DATE: 3/7/2024

Department Head Signature: Kevin W. Krause

Mayor's Authorization: Robert A. McCraight

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

City of Romulus

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

Council Meeting Held: **March 25, 2024**

Item No. B.

General Description: First Reading & Introduction to amendments to Appendix B, Chapter 38, Pension Plan, of the City of Romulus Code of Ordinances.

Resolution No. __________________

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

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

MOTION CARRIED UNANIMOUSLY   MOTION CARRIED   MOTION FAILED

[Do

Administrative Officials

Robert McCraight, Mayor

Ellen L. Craig-Bragg, City Clerk

Stacy Paige, City Treasurer

City Council

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CITY COUNCIL AGENDA ITEM

REQUEST FORM

Submitted to: **Romulus City Council** Date Submitted: **3/20/2024**

Submitted by: **Ellen L. Craig-Bragg, City Clerk**
cc: D'Sjonaun Hockenhull, Deputy City Clerk

Department: **Clerks Office**

Council Meeting of: **March 25, 2024**

TITLE/DESCRIPTION OF ITEM

First Reading & Introduction to amendments to Appendix B, Ch. 38, Pension Plan, of the City of Romulus Code of Ordinances

ACTION REQUESTED

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

RECOMMENDED RESOLUTION/ACTION

On Monday, March 11, 2024, the City Council held a Special Meeting - Study Session to discuss amendments to the pension ordinance.

It is requested that the Council concur with the recommendations of legal counsel to the pension committee, and approve the first reading & introduction to amendments to Appendix B, Chapter 38, Pension Plan, of the City of Romulus Code of Ordinances.

OFFICE USE ONLY

Approved for Council Agenda: ☑

AGENDA ITEM # .**6B**

BUTZEL
ATTORNEYS AND COUNSELORS

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February 29, 2024

VIA EMAIL ONLY

City Council
City of Romulus
11111 Wayne Road
Romulus, MI 48174
C/o: Gary Harris, Pension Committee Chairperson

RE: Amended and Restated Pension Plan

Dear City Council Members:

We are legal counsel to the Pension Committee of the City of Romulus, which recently undertook a project to update the provisions of the existing Pension Ordinance for the *City of Romulus Employees' Pension Plan* (the "Plan.") In addition to the general update, we have worked on amendments to the Plan to reflect recent changes to the laws that apply to the Plan.

1. Attached is a description of the changes, for review and approval of the City Council.

2. If these proposed amendments meet your approval, as reflected in a City Council Consent Resolution, an amended and restated Pension Ordinance can be finalized to reflect those changes. Attached is a draft of an amended and restated Pension Ordinance.

If further information is needed, please do not hesitate to contact me.

Best Regards,

BUTZEL LONG, a professional corporation

Lynn F. McGuire

Lynn F. McGuire

LFM
Enclosures
cc: Gary Harris, Pension Committee Chairperson (via email only)

CITY OF ROMULUS

APPENDIX B
CHAPTER 38
ROMULUS EMPLOYEES PENSION PLAN

An Ordinance to amend the City of Romulus Code of Ordinances Chapter 38 Romulus Employees' Pension Plan.

THE CITY OF ROMULUS ORDAINS:

Section 1: **Short Title**

This ordinance shall be known and cited as the Romulus Employees' Pension Plan.

Section 2: An updated, amended and restated Chapter 38, Appendix B, Article 1 through Article 10, Sections 38.1-1 through Section 38.10-12 is hereby adopted and shall read as follows:

Section 3: **Repealer**

All Ordinances or part of ordinances in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect.

Section 4: **Savings**

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect are saved and may be consummated according to the law in force when they were commenced.

Section 5: **Severability**

Should any clause, sentence, paragraph, subsection or section of this Article be declared void or otherwise invalid, for any reason, by any court, such declaration shall not affect any portion of this Article other than the part specifically declared to be void.

Section 6: **Effective Date**

This ordinance shall become effective immediately upon publication in the official newspaper.

Passed and adopted by the City Council by the City of Romulus, County of Wayne, State of Michigan, on ____.

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan, do hereby certify that the foregoing is a true copy of an ordinance duly adopted by the Romulus City Council at its regular meeting held on_______day of___________________, 2024.

____

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

ATTEST: ____
Robert A. McCraight, Mayor

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

INTRODUCTED:

ADOPTED:

PUBLISHED:

100609635.v2

DESCRIPTION OF AMENDMENTS
TO THE CITY OF ROMULUS EMPLOYEES' PENSION PLAN

The changes reflected in the amended and restated City of Romulus Employees' Pension Plan are as follows:

1. Effective on or after March 11, 2024, **Section 38.1.1 Name, establishment**, is amended to update the list of federal laws for which the Plan has been amended, adding the SECURE Act and SECURE 2.0.

2. Effective on or after March 11, 2024 **Section 38.1.2, Definitions**, is amended to update the definitions of Effective Date and Highly Compensated Participant.

3. Effective on or after March 11, 2024, **Sec. 38.2.1., Eligibility,** is amended to reflect changes in eligibility for POAM Employees, Police Command Officer Employees, and 34th District Court Employees following their previous switch to the state MERS pension system.

4. Effective on or after March 11, 2024, **Sec. 38.2.2., Reemployment of Participant,** is amended to clarify that former employees who are reemployed must be eligible employees in order to be eligible to recommence active Plan participation.

5. Effective on or after March 11, 2024 **Sec. 38.2.2.A, Reemployment of Participant—intervening military service,** is amended to clarify that reemployment as a 34th District Court Employee does not entitle the employee to recommence active Plan participation due to the previous switch to the state MERS pension system.

6. Effective on or after March 11, 2024, **Sec. 38.2.4., Transfers,** is amended to clarify that transferred employees must still be eligible employees in order to participate in the Plan following their transfer.

7. Effective on or after March 11, 2024 **Sec. 38.2.5., Participation in MERS,** is deleted, as the historical information in that section is not needed prospectively.

8. Effective on or after March 11, 2024 **Sec. 38.3.1., City Contributions,** is amended to reflect previously-negotiated changes to eliminate employer contributions for 34th District Court employees.

9. Effective on or after March 11, 2024 **Sec. 38.3.2., Participant Contributions,** is amended to clarify that picked-up Participant Contributions (mandatory contributions treated as if they are Employer contributions for tax purposes) are not subject to an employee election.

10. Effective on or after March 11, 2024, **Sec. 38.3.23, After-tax Contributions,** is amended to clarify that only eligible Participants may elect to make After-tax contributions to the Plan.
11. Effective on or after March 11, 2024, **Sec. 38.4.5, Maximum Annual Additions under Code Section 415,** is amended to update the limit to reflect cost-of-living adjustments.
12. Effective on or after March 11, 2024 **Sec. 38.5.6, Required Minimum Distributions and Other Distribution Rules under Code Section 401(a)(9),** is amended to reflect the changes to the Required Minimum Distributions Rules arising under the SECURE Act and SECURE 2.0, updating the age at which Required Minimum Distributions must commence and the updating the timing for distributions to a surviving spouse or beneficiary effective as of the effective dates that apply under those statutes.
    - The Required Beginning Date of a Participant who attains age 70½ during 2019 shall be the later of April 1 of the year following the year the Participant terminates or April 1, 2020;
    - The Required Beginning Date of a Participant who attains age 72 after December 31, 2019 shall be April 1 of the calendar year following the calendar year in which the later of termination or attainment of age 72 occurs; and
    - The Required Beginning Date of a Participant who attains age 72 after December 31, 2022 shall be April 1 of the calendar year following the calendar year in which the later of termination or attainment of age 73 occurs; and
    - The Required Beginning Date of a Participant who attains age 75 after December 31, 2032 shall be April 1 of the calendar year following the calendar year in which the later of termination or attainment of age 75 occurs.
13. Effective on or after March 11, 2024 **Sec. 38.6.2, Committee members and voting rights,** is amended to reflect the removal of seats for representatives of nonunion and collectively bargained employees of the 34th District Court, due to the previous switch to the state MERS pension system.
14. Effective on or after March 11, 2024, **Sec. 38.8.3, Selection of investment funds,** is amended to provide that the Corporate Trustee, Committee or investment manager, as applicable, may designate a default investment, from time-to-time, from the investments made available under the Plan, for use in the event a Participant fails to submit a proper timely investment election.

Appendix B PENSION PLAN[1]

ARTICLE I. IN GENERAL

Sec. 38.1.1. Name; establishment.

The City of Romulus Employees' Pension Plan (the "Plan"), was established in 1968 and is maintained by the City of Romulus. The Plan was amended and restated effective July 1, 1989, for compliance with the Tax Reform Act of 1986. The Plan was amended and restated effective July 1, 1997, for compliance with the General Agreement on Tariffs and Trade, the Small Business Job Protection Act of 1996, the Taxpayer Relief Act of 1997, the Community Renewal Tax Relief Act of 2000, and the Economic Growth and Tax Reconciliation Act of 2001, and was restated effective July 1, 2009 for the Economic Growth and Tax Reconciliation Act of 2001. The Plan was restated for the Pension Protection Act of 2006, WRERA, the HEART Act, and subsequent legally required changes. This amendment and restatement of the Plan is intended to comply with the SECURE Act and SECURE 2.0, as well as current applicable federal and state tax law relating to qualified retirement plans and trusts maintained by a governmental unit.

The provisions of this amended and restated Plan shall be effective as of March 11, 2024, except as otherwise specified herein. The Plan as amended and restated applies to all Employees (as defined in the Plan) who have not terminated employment prior to March 11, 2024. If a Participant terminated employment prior to March 11, 2024 (or other applicable effective date), benefits shall be determined and paid in accordance with the provisions of the Plan in effect as of the date the termination of employment occurred except as provided in section 38.5.4(a). All existing Participants shall retain all service and Account balances accrued to the date of adoption of this amended and restated Plan. All business of the Plan shall be transacted in the name of the City of Romulus Employees' Pension Plan.

Sec. 38.1.2. Definitions.

Whenever used in this Plan, the following words and phrases shall have the meanings stated below unless a different meaning is plainly required by the context:

(a) *Accounts* means for any Participant, all of the separate accounts maintained for him pursuant to section 38.4.1.

(b) *Adjusted Balance* means the balance in a Participant's Account or Accounts, as determined from time to time under the daily valuation system used by the Plan.

(c) *AFSCME Employee* or *AFSCME Participant* means an employee or a Participant who is a member of Local 1917, Romulus D.P.W., Chapter of A.F.S.C.M.E. affiliated with the Council No. 25.

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[1]Editor's note(s)—Ord. No. 2023-___, adoptedMarch 11, 2024, amended App. B in its entirety to read as herein set out. Former App. B, §§ 38.1.1—38.10.12, pertained to similar subject matter, and derived from an ordinance adopted Jan. 25, 2016; an Ordinance adopted Oct. 4, 2010; an ordinance adopted Sept. 26, 2011; an ordinance of May 28, 2013, § 2; and Ord. No. 2014-007, §§ 2, 3, adopted Sept. 8, 2014. Obvious misspellings and punctuation errors have been corrected without notation. For stylistic purposes numbers in text appear as set out in the Code of Ordinances. Additions made for clarity are indicated by brackets. Amendments to Ord. No. 2016-001 are indicated by parenthetical history notes.

(d) *After-tax Contributions* means a Participant's voluntary contributions made by payroll deduction with after-tax dollars.

(e) *After-tax Contribution Account* means the record of a Participant's fully vested interest in the Trust Fund attributable to his voluntary After-tax Contributions.

(f) *Annual Additions for a Limitation Year* means the sum of:

(i) City Contributions;

(ii) Participant Contributions;

(iii) The Participant's After-tax Contributions;

(iv) Forfeitures allocated to a Participant's Accounts;

(v) Amounts allocated after March 31, 1984, to an individual medical account, as defined in Section 415(l)(2) of the Internal Revenue Code, which is part of a pension or annuity plan;

(vi) Amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits allocated to the separate account of a key employee, as defined in Section 419A(d)(3) of the Internal Revenue Code, under a welfare benefit fund as defined in Section 419(e) of the Internal Revenue Code; plus

(vii) Allocations under a simplified employee pension.

Contributions under a Section 457 plan are not required to be included as an Annual Addition under this Plan. However, any elective deferrals (within the meaning of Code Section 402(g)) under any qualified defined contribution plan maintained by the City must be included as an Annual Addition for purposes of applying the limitation of section 38.4.5.

In addition, Annual Additions do not include restorative payments made to restore losses to the Plan in connection with an action taken (or not taken) by a fiduciary of the Plan that creates a reasonable risk of liability for breach of fiduciary duty other than a breach resulting from a failure to remit contributions to the Plan.

For purposes of this section, employee contributions under subsection (ii) above shall be determined without regard to any rollover contributions (as defined in Code Sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)), and without regard to employee contributions to a simplified employee pension plan which are excludable from gross income under Code Section 408(k)(6).

(g) *Beneficiary* means the person, persons, or entity designated or determined pursuant to the provisions of section 38.5.2(b) of this Plan.

(h) *City* means the City of Romulus or, where appropriate, the 34th District Court.

(i) *City Contribution* means a contribution made by the City pursuant to the provisions of section 38.3.1 of the Plan.

(j) *City Contribution Account* means the record of a Participant's interest in the Plan attributable to City Contributions made on his behalf to the Trust.

(k) *Code* means the Internal Revenue Code of 1986, as amended from time to time. Any reference to a section of the Code shall be deemed to include any applicable regulations and rulings pertaining to that section and any comparable section or sections of any future legislation that amends, supplements or supersedes such section.

(l) *Committee* means the Pension Committee described in division I of Article VI of the Plan.

(m) *Compensation* means the following:

For all purposes except applying the limitation of Code Section 415, "Compensation" means for the period in question a Participant's base pay from the City for services rendered, including Participant Contributions to this Plan and elective contributions on behalf of the Participant to any eligible deferred compensation plan described in Code Section 457, but excluding bonuses, overtime pay, Code section 132(f)(4) qualified transportation fringe benefits, any City Contribution made to this Plan, any contribution made by the City to any other pension, profit sharing, insurance, hospitalization or other policy maintained by the City for the benefit of such Participant, and all other extraordinary and unusual payments, provided that for AFSCME Participants, base pay shall be calculated by multiplying such Participant's hourly rate times eight for each day worked and for each day for which such Participant is entitled to compensation even though such Participant does not work. Compensation as defined under this paragraph shall exclude any amount attributable to a period while the individual in question was not a Participant in the Plan.

For the purpose of applying the limitation of Code Section 415, "Compensation" for a Limitation Year means the sum of (1) and (2) as follows:

(1) The total earned income, wages, salaries and other amounts actually received (without regard to whether or not the amount is paid in cash) by the Participant from the City for personal services rendered in the course of employment with the City, as reportable for federal income tax purposes, excluding in any event the following:

(a) Contributions to a plan of deferred compensation which are not includable in the employee's gross income for the taxable year in which contributed, or City contributions under a simplified employee pension plan to the extent such contributions are deductible by the employee, or any distributions from a plan of deferred compensation;

(b) Amounts realized from the exercise of a nonqualified stock option, or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

(c) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option;

(d) Other amounts which received special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includable in the gross income of the employee), or contributions made by the City (whether or not under a salary reduction agreement) towards the purchase of an annuity described in Section 403(b) of the Internal Revenue Code (whether or not the amounts are actually excludable from the gross income of the employee);

plus,

(2) The following types of salary deferrals attributable to such Participant;

(a) All elective contributions made under an Internal Revenue Code Section 401(k) plan, an Internal Revenue Code Section 125 cafeteria plan, a simplified employee pension plan as defined in Section 402(h)(1)(B) of the Internal Revenue Code, or an Internal Revenue Code Section 403(b) tax deferred annuity;

(b) All compensation deferred under an eligible deferred compensation plan as defined in Internal Revenue Code Section 457;

(c) All employee contributions under government plans that are treated as employer contributions under Internal Revenue Code Section 414(h)(2), including Participant Contributions picked up and paid by the City under this Plan; and

(d) Any amounts not included in taxable income by reason of Section 132(f) of the Internal Revenue Code.

For purposes of subparagraph (2)(a) above, elective contributions made under an Internal Revenue Code Section 125 cafeteria plan shall include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that such Participant has other health coverage (deemed Internal Revenue Code Section 125 compensation). An amount shall be treated as an elective contribution made under an Internal Revenue Code Section 125 cafeteria plan only if the City does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

For purposes of applying the Annual Additions limitation set forth in Code Section 415 and section 38.4.5 of this Plan, Compensation for a particular Limitation Year with respect to a Participant shall be those amounts actually paid or made available to a Participant within the Limitation Year and while he is an Employee. Likewise, for other purposes under the Plan, a Participant's Compensation with respect to a particular period shall mean his Compensation actually paid or otherwise made available to the Participant during such period and while he is an Employee. Except as otherwise specifically provided in the following paragraph, amounts accrued but not yet paid shall only be taken into account when actually paid or otherwise made available.

Notwithstanding the provisions of the preceding paragraph to the contrary, for purposes of Code Section 415 and Sec. 38.4.5 of this Plan, Compensation determined with respect to any Participant for any Limitation Year or Plan Year commencing on or after July 1, 2007, may include certain post-termination compensation amounts paid to him by the City by the later of: two and one-half months after his termination of employment with the City or by the end of the limitation year that includes the date of his termination of employment with the City. Such post-termination compensation amounts shall include amounts that would have been payable to such Participant for service during regular working hours or outside regular working hours (such as overtime or shift differential), commissions, bonuses or other similar amounts, if he had continued in the employment of the City. In addition, post-termination compensation amounts attributable to accrued bona fide sick, vacation, or other leave, shall also be recognized as Compensation under the Plan to the extent the Participant would have been able to use the accrued leave if his employment with the City had continued.

The annual Compensation of each Participant taken into account for any purpose under the Plan for any Plan Year or Limitation Year commencing on or after January 1, 2002, shall not exceed $265,000.00 as adjusted for increases in the cost of living after 2015 in accordance with Section 401(a)(17)(B) of the Internal Revenue Code. The cost of living adjustment in effect for a calendar year applies to the Plan Year or Limitation Year beginning in such calendar year.

If a Plan Year or Limitation Year consists of fewer than 12 months, the Compensation limit in effect for the calendar year in which such Plan Year or Limitation Year begins shall be multiplied by a fraction, the numerator of which is the number of months in the Plan Year or Limitation Year, and the denominator of which is 12.

(n) *Court Employee* or *Court Participant* means an elected or appointed judge or official or an employee of the 34th District Court.

(o) *Effective Date* means March 11, 2024 except as otherwise expressly stated herein.

(p) *Employee* means a full-time employee of the City of Romulus, including elected officials except persons who are members of the City Council who are not otherwise employees of the City. An individual classified as an independent contractor shall not be eligible to participate in the Plan.

(q) *Highly Compensated Participant* means a Participant who, during the preceding Plan Year, (i) received Compensation, as defined in section 38.1.2(m), from the Employer in excess of $150,000 (or such greater amount as determined by the Secretary of the Treasury pursuant to Section 414(q) of the Code), and (ii) was in the top-paid group of Employees for such Year. The provisions of Section 414(q) of the Code shall apply in determining whether a Participant is a Highly Compensated Participant.

(r) *Limitation Year* means the Plan Year for purposes of applying the Annual Additions limitation of Code Section 415.

(s) *Normal Retirement Date* means the date the Participant terminates employment with the City or the Court and satisfies the applicable age and/or service requirements as follows:

(i) With respect to Teamsters Participants, completion of at least 25 years of service or a combination of attained age and years of service equal to at least 80 points, where each completed year of age equals one point and each completed year of service equals one point;

(ii) With respect to AFSCME Participants, any age with at least 25 years of service; and

(iii) With respect to all other Participants, attainment of age 50 and completion of at least 20 years of service.

For purposes of this subsection(s), years of service shall be determined under section 38.4.6(b).

(t) *Participant* means an Employee who has met the requirements of section 38.2.1 of the Plan.

(u) *Participant Contributions* means the mandatory before-tax contributions which are deducted from a Participant's Compensation, picked-up by the City and paid to this Plan.

(v) *Participant Contribution Account* means the record of a Participant's fully vested interest in the Plan attributable to Participant Contributions made on his behalf to the Trust.

(w) *Plan* means the City of Romulus Employees' Pension Plan as described in this ordinance.

(x) *Plan Year* means each 12-consecutive-month period beginning on July 1 and ending on June 30.

(y) *POAM Employee* means an employee who is a member of the Police Officers Association of Michigan.

(z) *Police Command Officer Employee* means an employee who is a member of the Fraternal Order of Police, State Lodge of Michigan, Labor Council and Romulus Command Officers Association.

(aa) *Spouse* means the person who is legally married to a Participant on the earlier of (i) the date payments commence to be paid to the Participant, or (ii) the date of death of the Participant.

(bb) *Teamsters Employee* or *Teamsters Participant* means an Employee who is a member of the Teamster State, County and Municipal Workers Local 214.

(cc) *Trust* or *Trust Fund* means all money, securities and other property held by the Committee as Trustee pursuant to this Plan or by a corporation or individual as Trustee pursuant to a Trust agreement, subject to the provisions of this Plan.

(dd) *Trustee* means the pension Committee or the corporation or individuals appointed by the pension Committee to administer the Trust.

(ee) *Valuation Date* means every day the New York Stock Exchange is open for trading during regular business hours.

ARTICLE II. PARTICIPATION

Sec. 38.2.1. Eligibility.

Each Employee who was a Participant in the Plan on March 10, 2024, shall remain a Participant on March 11, 2024 the Effective Date of the restated Plan. On and after the Effective Date of this restated Plan:

(1) No 34th District Court Employee, POAM Employee, or Police Command Officer Employee shall be entitled to have City, Participant or 34th District Court contributions (as applicable) made to the Plan on their behalf, but a 34th District Court Employee may continue as a Participant in this Plan as long as they have an accrued benefit remaining under the Plan.

(2) Each other Employee shall become a Participant in the Plan on the date such Employee is first employed by the City. Except as otherwise provided in section 38.2.5, after an Employee becomes a Participant, participation in the Plan shall continue until the Employee's employment with the City is terminated.

Sec. 38.2.2. Reemployment of Participant.

If a Participant terminates employment with the City and thereafter is reemployed by the City, he shall recommence participation in the Plan on the date he resumes employment as an Eligible employee. An employee who was not a Participant at the time he terminated employment with the City and who is thereafter reemployed by the City, must satisfy the requirements for eligibility in section 38.2.1 above as if he had never previously been employed by the City.

Sec. 38.2.2.A. Reemployment of Participant—intervening military service.

Any Employee who is on a leave of absence by reason of military duty with the Armed Forces of the United States shall receive contributions, benefits, and service credit with respect to qualified military service in accordance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and Section 414(u) of the Code. Upon such Employee's reemployment by the City of Romulus within the period prescribed by USERRA, the employee shall be treated as having received the compensation and hours of service that would have been paid or credited to the employee as an active employee for the entire period of the employee's armed service.

Sec. 38.2.3. One-time election.

The ability to decline to participate previously provided under this section 38.2.3, was repealed effective July 1, 1993.

Sec. 38.2.4. Transfers.

An eligible Employee or Participant who transfers from one category of eligible Employee or Participant (for example, but not by way of limitation, from a unit of employees covered by one collective bargaining agreement to a different unit) shall not be treated as having terminated employment, and his participation in the Plan on and after the date of such transfer shall be governed by the provisions of this Plan which apply to such Employee's or Participant's new category on and after the date of such transfer.

ARTICLE III. CONTRIBUTIONS

Sec. 38.3.1. City Contributions.

The City shall contribute to the Trust for each Plan Year the following amounts:

(a) Eleven and one-half percent of Compensation for AFSCME Participants;

(b) Eleven and one-half percent of Compensation for Teamsters Participants;

(c) Eleven and one-half percent of Compensation for eligible Participants who are non-union City Employees and elected City officials not otherwise included in the one of the foregoing groups.

The amount of City Contributions provided hereunder shall be amended from time to time in accordance with section 38.9.2 for Participants covered by a collective bargaining agreement and by resolution of the City Council in accordance with section 38.9.1 for all other Participants.

Sec. 38.3.2. Participant Contributions.

Pursuant to Code Section 414(h)(2) and in accordance with the guidance issued by the Internal Revenue Service in Revenue Ruling 2006-43, the Participant Contributions required under this section shall be picked up by the City and paid to the Trust in lieu of being paid by the Participant. As picked-up required contributions, no separate Participant Contribution election will be permitted. Such picked-up contribution amounts shall be treated as contributions made by the City for purposes of any tax treatment with respect to the Participants for whom such contributions are contributed to the Trust. For recordkeeping purposes, such amounts shall be accounted for separately under the Plan as Participant Contributions. Notwithstanding the foregoing, Participant Contributions made to the Trust prior to October 7, 1990, shall be treated as mandatory after-tax contributions for all purposes under this Plan.

For each Plan Year, the City shall reduce the Compensation of Participants and contribute such amounts to the Trust on their behalf as follows:

(a) Zero percent for Court Participants;

(b) One percent for Teamsters Participants;

(c) One percent for AFSCME Participants;

(d) One percent of Compensation for all eligible non-union City Employees and elected City officials not otherwise included in one of the groups specified above.

The rate of Participant Contributions specified under this section shall be amended, from time to time, in accordance with section 38.9.2 for Participants covered by a collective bargaining agreement and by resolution of the City Council in accordance with section 38.9.1 for all other Participants.

Sec. 38.3.3. After-tax Contributions.

By entering into a payroll deduction agreement with the City, each eligible Participant may elect to make voluntary After-tax Contributions to the Plan in an amount equal to any percentage of his Compensation up to a maximum of ten percent. Such After-tax Contributions shall not be deducted from the Participant's Compensation for the purpose of calculating taxes on such Compensation in the Plan Year of the contribution. The Committee shall adopt such rules governing the time and manner for making the election, and the number of elections which may be made in a Plan Year, as it deems advisable in its discretion.

Sec. 38.3.4. Time for making contributions.

The City shall pay to the Trustee the City Contribution hereunder each pay period, and in any event not later than 30 days following the date on which the Participant receives the Compensation on which the City Contribution is based. The City shall pay Participant Contributions and After-tax Contributions to the Trustee by the end of the month following the month in which such contributions were deducted from the Participant's Compensation.

Sec. 38.3.5. Rollovers and transfers from other Plans.

(a) This Plan shall accept rollover distributions or direct transfers of funds ("rollovers") from eligible retirement plans under the following conditions:

(1) The rollover is made by a Participant who is an active employee of the City;

(2) The rollover is an "eligible rollover distribution" as defined in Code Section 402(c) from an "eligible retirement plan" as defined in Code Section 402(c)(8)(B). The Committee may, from time to time and in uniform and nondiscriminatory manner, limit the eligible retirement plans from which rollovers will be accepted.

(3) The rollover consists of cash.

(4) The Participant provides such evidence as the Committee may require that the rollover meets the requirements of this Section and Code Section 402(c).

(5) The Committee shall establish rules to administer this Section on a nondiscriminatory basis and shall revise such rules from time to time in the Committee's discretion.

(6) The Plan shall not accept any rollover which jeopardizes the tax-qualified status of the Plan.

(b) Rollovers shall be held in a rollover account for the benefit of the Participant and the Participant's beneficiary (the "rollover account") and shall be 100 percent vested at all times.

(1) A Participant's rollover account shall be distributed at the same time and in the same manner as provided in Article V of this Plan.

(2) Amounts in a rollover account shall be available for loans as provided in section 38.5.9 and in accordance with the Plan's loan rules.

Sec. 38.3.6. Exclusive benefit of employees.

All contributions made pursuant to the Plan shall be held by the Trustee in accordance with the terms of this Plan and the Trust Agreement (if any) for the exclusive benefit of those employees who are Participants under the Plan, including former employees and their beneficiaries, and shall be applied to provide benefits under the Plan and to pay expenses of administration of the Plan and the Trust, to the extent that such expenses are not otherwise paid. At no time prior to the satisfaction of all liabilities with respect to such Employees and their Beneficiaries shall any part of the Trust Fund (other than such part as may be required to pay administration expenses and taxes), be used for, or diverted to, purposes other than for the exclusive benefit of such Employees and their Beneficiaries. However, without regard to the provisions of this section:

(a) If a contribution or any portion thereof is made by the City by a mistake of fact, the Trustee shall, upon written request of the City, return the contribution or such portion to the City within one year after the date of payment to the Trustee; and

(b) Earnings attributable to amounts to be returned to the City pursuant to subsection (a) above shall not be returned, and losses attributable to amounts to be returned pursuant to subsection (a) shall reduce the amount to be so returned.

ARTICLE IV. ALLOCATIONS TO PARTICIPANTS' ACCOUNTS

Sec. 38.4.1. Separate accounts.

The Committee shall create and maintain such separate accounts for each Participant as shall be needed, including a City Contribution Account, a Participant Contribution Account, and an After-tax Contribution Account. The Committee shall also create and maintain a suspense account in the event that such an account is required pursuant to section 38.4.5. Such Accounts are primarily for accounting purposes and do not require segregation within the Trust Fund. The Committee may delegate the responsibility for the maintenance of the Accounts to the Trustee, a third party recordkeeper, or to the City.

Sec. 38.4.2. Allocations of City Contributions.

City Contributions made with respect to a Participant shall be allocated to and recorded in his City Contribution Account upon receipt of such contribution in the Trust Fund. The amount allocated to the City Contribution Account for each Participant shall be determined in accordance with the provisions of section 38.3.1.

Sec. 38.4.3. Allocations of Participant Contributions.

Participant Contributions picked up and paid to the Trust on behalf of a Participant shall be allocated to and recorded in his Participant Contribution Account upon receipt of such contributions in the Trust Fund. The amount allocated to the Participant Contributions Account for each Participant shall be determined in accordance with section 38.3.2.

Sec. 38.4.4. Allocations of After-tax Contributions.

After-tax Contributions made by a Participant shall be allocated to and recorded in his After-tax Contribution Account upon receipt of such contributions in the Trust Fund.

Sec. 38.4.5. Maximum Annual Additions under Code Section 415.

(a) For any Limitation Year commencing on or after January 1, 2023, the Annual Additions made on behalf of a Participant under a Plan for a Limitation Year shall not exceed the lesser of (1) $69,000.00 (as adjusted for cost of living in accordance with the provisions of Section 415(d) of the Internal Revenue Code), or (2) 100 percent of the Participant's Compensation (as defined in section 38.1.2(m) for purposes of this limitation) for such Limitation Year.

(b) In a Limitation Year of less than 12 months, including the Limitation Year in which the Plan is terminated if the date of Plan termination is other than the last day of the Limitation Year, the Annual Additions limitation for such Limitation Year shall be multiplied by a fraction with a numerator equal to the number of months in the short Limitation Period and a denominator equal to 12.

(c) Notwithstanding any provisions of the Plan to the contrary, in the event the maximum Annual Addition allocable to any Participant for a Limitation Year would exceed the limitation described in the preceding subsection (a) of this Section, the excess may be corrected under an available correction method in accordance with applicable guidance, including the Employee Plans Compliance Resolution System and such other guidance as may be made available from time to time.

(d) All defined contribution plans maintained by the City shall be treated as one defined contribution plan.

Sec. 38.4.6. Vesting.

(a) Each Participant shall have a vested interest in the Adjusted Balance of his City Contribution Account in accordance with the following formula:

Months of Service	Vested Percentage	Forfeitable Percentage
Less than 20	0%	100%
20 or more	100%	0%

(b) For purposes of determining a Participant's vested percentage, all months of service with the City shall be counted, beginning with the date the Participant was first employed by the City and ending on the date the Participant's employment with the City terminated or the date of determining the Participant's vested percentage, if the Participant's employment has not yet terminated, provided that:

(i) Partial months of service shall be counted as partial months;

(ii) A Participant whose employment with the City terminates before he is 100 percent vested and who is thereafter reemployed by the City shall be credited with months of service he accrued before such termination if he did not receive a distribution of the vested portion of his accounts or if he repays the amount distributed to him in accordance with section 38.5.4(b); and

(iii) A Participant whose employment with the City terminates after he is 100 percent vested and who is thereafter reemployed by the City shall be 100 percent vested in his City Contributions Account accumulated before and after his reemployment.

(iv) Each complete 12 months of service shall equal one year of service for purposes of section 38.1.2(5).

(c) In the event a Participant dies or becomes disabled within the meaning of section 38.5.3 while an Employee or while performing qualified military service (as defined in Code Section 414(u)) on or after January 1, 2007, he shall be 100 percent vested in the Adjusted Balance of his City Contribution Account as of the date of his death or disability.

(d) In the event the Plan is terminated or upon the complete discontinuance of contributions to the Plan, each Participant shall become 100 percent vested in the Adjusted Balance of his City Contribution Account, provided that the forfeitable percentage of the unpaid balance of such Account of a Participant whose employment has terminated prior to the date of such Plan termination or discontinuance shall be forfeited on the effective date of such termination or discontinuance and shall not be vested.

(e) Each Participant shall, at all times, be fully vested in the Adjusted Balance of his Participant Contribution Account and his After-tax Contribution Account, if any.

(f) Each Participant who is laid off by the City (but not terminated voluntarily) on or after January 1, 2010, shall be 100 percent vested in the Adjusted Balance of this City Contribution Account as of his layoff date.

(g) Notwithstanding anything in this Plan to the contrary, a Participant shall be 100 percent vested in all his Accounts in the Plan on the date he completes the requirements for Normal Retirement other than termination of employment with the City or Court, as described in the definition of Normal Retirement Date in Sec. 38.1.2(s) above.

Sec. 38.4.7. Valuation of funds and allocation of earnings.

Appropriate adjustments and charges shall be made to Participants' Accounts as of each business day to reflect Trust earnings attributable to such Accounts as invested under the daily valuation system utilized by the recordkeeper at the direction of the Committee.

Sec. 38.4.8. Special allocation provisions.

Whenever an Adjusted Account Balance is distributable in installments, the undistributed balance of such Account shall participate in the valuation provided in section 38.4.7 until fully distributed.

ARTICLE V. PAYMENT OF BENEFITS

Sec. 38.5.1. Payments on retirement.

Upon the retirement of a Participant at or after his Normal Retirement Date, the Committee shall notify the Trustee in writing of the Participant's retirement and shall direct the Trustee to make payment of the Adjusted Balance of the Participant's Accounts as of the Valuation Date coinciding with or immediately preceding the date distribution is made to the Participant. A Participant who attains his Normal Retirement Date and continues to be an Employee shall continue to share in the allocation of City Contributions and Participant Contributions, and may continue to make After-tax Contributions.

Sec. 38.5.2. Payments on death.

(a) Upon the death of a Participant, the Committee shall promptly notify the Trustee in writing of the Participant's death and the name of his Beneficiary (or spouse, if applicable) and shall direct the Trustee to make payment of the adjusted balance of the Participant's Accounts (reduced by any security interest held by the Plan by reason of a loan outstanding to a Participant as of the date of his death pursuant to section 38.5.9) as of the valuation date coinciding with or immediately preceding the date distribution is made to his Beneficiary or spouse.

(b) Each Participant shall have the right to designate in writing on a form provided by the Committee a person or persons or entity as Beneficiary to receive the death benefit provided under this section 38.5.2. Successive designations may be made, and the last designation received by the Committee prior to the death of the Participant shall be effective and shall revoke all prior designations. If a designated Beneficiary shall die before the Participant, the Beneficiary's interest shall terminate, and, unless otherwise provided in the Participant's designation if the designation included more than one Beneficiary, such interest shall be paid in equal shares to those Beneficiaries, if any, who survive the Participant. A Participant to whom this subsection applies shall have the right to designate different Beneficiaries to receive the adjusted balance of his Accounts under the Plan and shall have the right to revoke the designation of any Beneficiary without the consent of the Beneficiary.

(c) If a Participant fails to designate a Beneficiary, if such designation is for any reason illegal or ineffective, or if no Beneficiary survives the Participant, his death benefits otherwise payable pursuant to subsection (b) shall be paid:

   (i) To his spouse;

   (ii) If there is no spouse, to his descendants (including legally adopted children or their descendants) by right of representation;

   (iii) If there is no spouse nor surviving descendants, to the Participant's estate.

(d) The Committee may determine the identity of the distributees of any death benefit payable under the Plan and in so doing may act and rely upon any information it may deem reliable upon reasonable inquiry, and upon any affidavit, certificate, or other paper believed by it to be genuine, and upon any evidence believed by it sufficient. The Committee's determination of death and the right of any person to receive payment shall be conclusive.

(e) As provided in section 38.4.6(c), effective with respect to deaths occurring on or after January 1, 2007, the survivors of a Participant who dies while performing qualified military service (as defined in Code Section 414(u)) are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment with the Employer on account of his death.

Sec. 38.5.3. Payments on disability.

Upon the termination of a Participant's employment with the City by reason of a disability, the Committee shall notify the Trustee in writing of the disability termination, and shall direct the Trustee to make payment of the adjusted balance of the Participant's Accounts (reduced by any security interest held by the Plan by reason of a loan outstanding to the Participant as of the date of disability retirement) as of the valuation date coinciding with or immediately preceding the date a distribution is made to the Participant. For purposes of this section, "disability" means a physical or mental condition which is expected to render the Participant permanently unable to perform his usual duties or any comparable duties for the City. The determination of the existence of such disability shall be made by the City and shall be final and binding upon the Participant and all other parties. The City may require the submission of such medical evidence as it may deem necessary in order to arrive at its determination. The City's determination of the existence of a disability will be made with reference to the nature of the injury without regard to the period the Participant is absent from work.

Sec. 38.5.4. Payments on termination for other reasons.

(a) Upon the termination of a Participant's employment with the City for any reason other than retirement on or after his Normal Retirement Date, death, or permanent disability, the Committee shall notify the Trustee in writing of the termination and shall direct the Trustee to make payment of the adjusted balances of his Participant Contribution Account and his After-tax Contribution Account and the vested portion of the Adjusted Balance of his City Contribution Account (less the unpaid balance of any outstanding loan pursuant to section 38.5.9) as of the date of distribution. The vested portion of a Participant's City Contribution Account shall be determined in accordance with section 38.4.6. The non-vested portion, if any, of the adjusted balance of his City Contribution Account shall be deemed a forfeiture on the earlier of (i) the date of distribution of the Participant's vested Accounts or (ii) the end of the Plan Year following the Plan Year in which termination of employment occurs, if earlier, and shall be applied to pay administrative expenses of the Plan or reduce the City Contribution for that Plan Year.

Notwithstanding anything in this Plan to the contrary, the provisions of this section 38.5.4(a) and section 38.5.5 shall apply to vested terminated Participants who have not received the distribution of their entire pension benefits as of the date of the initial adoption of this ordinance.

(b) If a Participant who has terminated employment with the City and received a distribution pursuant to this section returns to employment with the City, any amount forfeited pursuant to (a) above shall be reinstated to his City Contribution Account upon repayment by the Participant of the amount of the distribution. Such repayment must be made before the first anniversary of the date on which the Participant is reemployed by the City. Upon a subsequent termination of employment or retirement, the Participant's vested interest shall be determined in accordance with the foregoing vesting schedule as if no termination of employment had occurred.

(c) Restoration of a forfeiture shall be made from the following sources in the order listed:

(i) Forfeitures which have become available to reduce City Contributions pursuant to paragraph (a) above; and

(ii) A contribution made by the City for such purpose.

(d) A Participant who at the time of his termination of employment does not have any vested interest in his City Contribution Account shall be deemed to have received a distribution of his entire City Contribution Account.

Sec. 38.5.5. Methods of payment.

(a) *Payment for reasons other than death.*

(i) Notwithstanding any other provisions contained herein, upon termination of a Participant's employment with the City for any reason other than death, the Committee shall direct the Trustee to pay the vested portion of the adjusted balance of his Accounts in one of the following ways as the Participant shall determine by written notice delivered to the Committee during the election period:

(1) In a lump sum payable within a reasonable time after termination of the Participant's employment; or

(2) In installments payable in substantially equal amounts commencing within a reasonable time after termination of the Participant's employment and continuing over a period that complies with section 38.5.6, but in no event over a period exceeding ten years in the case of a Participant whose termination occurs prior to age 65.

(3) In an annuity in one of the following forms purchased with the vested portion of the Adjusted Balance of the Accounts of the Participant from a commercial insurance company selected by the Committee after consulting with appropriate advisors:

(A) A life annuity payable for the life of the Participant;

(B) A life annuity with five years certain, payable for the life of the Participant with payments continuing to a Beneficiary designated by the Participant for the remainder of 60 months if the Participant dies before receiving 60 monthly payments;

(C) A life annuity with ten years certain, payable for the life of the Participant with payments continuing to a Beneficiary designated by the Participant for the remainder of 120 months if the Participant dies before receiving 120 monthly payments;

(D) A joint and 50 percent survivor annuity with monthly payments to the Participant for his life and with 50 percent of the monthly amount payable to the Participant during his lifetime paid to a surviving Beneficiary designated by the Participant for the life of that Beneficiary; or

(E) Any other form of annuity requested by the Participant which can be purchased from a commercial insurance company.

(ii) If a Participant does not elect a method of payment pursuant to this subsection (a), then payment of the Adjusted Balance of his Accounts will be made to him in a lump sum.

(iii) For purposes of this subsection (a), the term "election period" means the 90-day period ending on the date payments commence to the Participant. Any election pursuant to this paragraph (a) may be modified or revoked during the election period and shall be automatically revoked if the Participant dies before payment commences.

(b) *Payment by reason of death.* Notwithstanding any other provisions contained herein, upon the death of a Participant prior to commencement of payment of his Accounts to him, the Committee shall direct the Trustee to pay the adjusted balance of his Accounts to his Beneficiary in a lump sum.

(c) *Small amount.* Effective as of March 28, 2005, and notwithstanding the preceding provisions of this section to the contrary, if the vested portion of the Adjusted Balance payable to a Participant, Spouse, Beneficiary or alternate payee under a qualified domestic relations order does not exceed $1,000.00, then the vested portion of the Adjusted Balance will be paid in a lump sum.

(d) *Time of payment.* Payments shall be made or commence as follows:

(i) A Participant who terminates employment with the City prior to his Normal Retirement Date may elect to have the vested portion of the adjusted balance of his Accounts paid either (A) as soon as administratively feasible after the date which coincides with or immediately follows the date on which he terminated employment or (B) at any time thereafter, up to the time he would have reached his Normal Retirement Date had he continued in employment with the City.

(ii) Payments to a Participant who terminates employment with the City on his Normal Retirement Date shall commence on such date or as soon thereafter as is administratively feasible, and, if the payment is in a form other than a lump sum, shall be retroactive to the Participant's Normal Retirement Date.

Sec. 38.5.6. Required Minimum Distributions and Other Distribution Rules under Code Section 401(a)(9).

(a) *General Rules:*

(1) *Precedence.* The requirements of this section 38.5.6 will take precedence over any inconsistent provisions of the Plan.

(2) *Requirements of Internal Revenue Code and Treasury Regulations Incorporated.* All distributions required under this section 38.5.6 will be determined and made in accordance with Section 401(a)(9) of the Internal Revenue Code, including the incidental death benefit requirements of Section 401(a)(9)(G) and the Treasury regulations under Section 401(a)(9) of the Internal Revenue Code.

(3) *TEFRA Section 242(b)(2) Elections.* Notwithstanding the other provisions of this Section, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act ("TEFRA") and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(b) *Time and Manner of Distribution.*

(1) *Required Beginning Date.* The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date (as hereinafter defined).

(2) *Death of Participant Before Distributions Begin.* If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(A) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary (as hereinafter defined), distributions to such surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70-1/2), if later.

Effective January 1, 2020, the date on which the distributions to the Participant’s surviving spouse are required to begin shall not be earlier than the date on which the Participant would have attained age 72. If the Spouse dies after the Participant but before the distributions to that Spouse begin, then this Section shall be applied as if the Spouse were the Participant.

Effective January 1, 2023, the date on which the distributions to the Participant’s surviving spouse are required to begin shall not be earlier than the date on which the Participant would have attained age 73.

Effective January 1, 2033, the date on which the distributions to the Participant’s surviving spouse are required to begin shall not be earlier than the date on which the Participant would have attained age 75.

(B) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then, distributions to such Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(C) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant's death.

(D) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (b)(2), other than subsection (A) above, shall apply as if the surviving spouse were the Participant.

For purposes of subsections (b) and (e), unless the preceding subparagraph (D) applies, distributions are considered to begin on the Participant's Required Beginning Date. If subparagraph (D) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under the preceding subparagraph (A). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under the preceding subparagraph (A)), the date distributions are considered to begin is the date distributions actually commence.

(c) *Forms of Distribution.* As of the first distribution calendar year, distributions will be made in accordance with subsections (d) and (e) of this section unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and Treasury regulations thereunder.

(d) *Required Minimum Distributions During Participant's Lifetime.*

(1) *Amount of Required Minimum Distribution for each Distribution Calendar Year.* During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

(A) The quotient obtained by dividing the Participant's Account Balance by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or

(B) If the Participant's sole Designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year.

(2) *Lifetime Required Minimum Distributions Continue Through Year of Participant's Death.* Required minimum distributions will be determined under this subsection (d) beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

(e) *Required Minimum Distributions After Participant's Death.*

(1) *Death On or After Date Distributions Begin.*

(A) *Participant Survived by Designated Beneficiary.* If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:

(i) The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving spouse's death, the remaining Life Expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(iii) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining Life Expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

Effective January 1, 2022, notwithstanding the foregoing, for purposes of distributions following the Participant’s death, the following rule shall apply:

(iv) If the Participant dies after distribution to him or her has commenced but before the Participant’s entire interest in the Plan has been distributed, then the remaining portion of that interest shall be distributed at least as rapidly as under the method of distribution being used under the Plan at the date of his death.

(B) *No Designated Beneficiary.* If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) *Death Before Date Distributions Begin.*

(A) *Participant Survived by Designated Beneficiary.* If the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in the preceding subsection (e)(1).

(B) *No Designated Beneficiary.* If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant's death.

(C) *Death of Surviving Spouse Before Distributions to Surviving Spouse are Required to Begin.* If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under the preceding subsection (b)(2)(A), this subsection (e)(2) will apply as if the surviving spouse were the Participant.

(D) Effective January 1, 2022, notwithstanding the foregoing, for purposes of distributions following the Participant's death, the following rules shall apply:

(1) If the Participant dies before distributions have commenced, then except as provided herein in subsection (3) below, the Participant's entire interest in the Plan shall be distributed within five (5) years after the Participant's death.

(2) If the Participant dies before Required Minimum Distributions have begun, the Participant's interest must either be: (i) Distributed (in accordance with regulations) over the life or life expectancy of the Designated Beneficiary with the distributions generally beginning no later than 1 year after the date of the employee's death; or (ii) distributed within 5 years after the death of the Participant.

(3) Notwithstanding the provisions of subsection (1) or (2) above, if the Designated Beneficiary is the Spouse of the Participant, then:

(A) the date on which the distributions are required to begin under the Required Minimum Distribution rules shall not be earlier than the date on which the Participant would have attained the Required Beginning Date; and

(B) if the Spouse dies after the Participant but before the distributions to that Spouse begin, then this subsection shall be applied as if the Spouse were the Participant.

(f) *Definitions.*

(1) "Designated Beneficiary" means the individual who is designated as the Beneficiary for benefits under the Plan as described in section 1.01 of the Plan and is the Designated Beneficiary under Section 401(a)(9) of the Internal Revenue Code and Treasury Regulation Section 1.401(a)(9)-4.

(2) "Distribution Calendar Year" means the calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under the preceding subsection (b)(2). The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

(3) "Life Expectancy" means the remaining life of an individual as computed using the Single Life Table in Treasury regulation section 1.401(a)(9)-9.

(4) "Participant's Account Balance" means the balance in the Participant's Accounts under the Plan as of the last Valuation Date in the calendar year immediately preceding the Distribution Calendar Year (the "Valuation Calendar Year").

(5) "Required Beginning Date" means the date distributions are required to begin under Code Section 401(a)(9). For purposes of the Plan, this term means the later of (i) April 1 of the calendar year following the calendar year in which the Participant attains age seventy and one-half (70-1/2) or (ii) April 1 of the calendar year following the calendar year in which the Participant terminates employment with the City.

Effective January 1, 2020, notwithstanding the preceding sentence,

(A) the Required Beginning Date of a Participant who attains age 70½ during 2019 shall be the later of April 1 of the year following the year the Participant terminates or April 1, 2020;

(B) the Required Beginning Date of a Participant who attains age 72 after December 31, 2019 shall be April 1 of the calendar year following the calendar year in which the later of termination or attainment of age 72 occurs; and

(C) the Required Beginning Date of a Participant who attains age 72 after December 31, 2022 shall be April 1 of the calendar year following the calendar year in which the later of termination or attainment of age 73 occurs; and

(D) the Required Beginning Date of a Participant who attains age 75 after December 31, 2032 shall be April 1 of the calendar year following the calendar year in which the later of termination or attainment of age 75 occurs.

(g) *Five-Year Rule Regarding Distributions to Designated Beneficiaries.* Notwithstanding the preceding provisions of subsections (b)(2) and (e)(2) to the contrary, if the Participant dies before distributions begin and there is a Designated Beneficiary, distribution to the Designated Beneficiary is not required to begin by the date specified in subsection (b)(2), but the Participant's entire interest will be distributed to the Designated Beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death if the Participant or Beneficiary so elects under the following subsection (h). If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to either the Participant or the surviving spouse begin, this election will apply as if the surviving spouse were the Participant.

(h) *Election to Allow Participants or Beneficiaries to Elect Five-Year Rule.* Participants or Beneficiaries may elect on an individual basis whether the five-year (5-year) rule in the preceding subsection (g) or the life expectancy rule in the preceding subsections (b)(2) and (e)(2) applies to all distributions after the death of a Participant who has a Designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under preceding subsection (b)(2), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death. If neither the Participant nor Beneficiary makes an election under this Section, distributions will be made in accordance with the preceding subsections(b)(2) and (e)(2).

Sec. 38.5.7. Incapacity of Participant, Beneficiary or spouse.

In the event a guardian of any Participant, Beneficiary or spouse shall be appointed by a court of competent jurisdiction, payment may be made to such guardian provided that proper proof of appointment and continuing qualification is furnished. Any payment made pursuant to this section shall be in complete discharge of the obligation therefore under the Plan.

Sec. 38.5.8. Direct Rollovers.

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(a) *Definitions.* For purposes of this section 38.5.8, the following terms shall have the following meanings:

(i) A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(ii) A "Distributee" includes: (i) an Employee, (ii) former Employee, (iii) the Employee's or former Employee's surviving spouse, (iv) the Employee's or former Employee's alternate payee under a qualified domestic relations order, and (v) the Employee's or former Employee's Designated Beneficiary.

(iii) An "Eligible Retirement Plan" means:

(1) An individual retirement account described in Code Section 408(a) or 408(A);

(2) An individual retirement annuity (other than an endowment contract) described in Code Section 408(b);

(3) A qualified plan described in Code Section 401(a) if it is defined contribution plan which permits the acceptance of rollover distributions;

(4) An annuity plan described in Code Section 403(a);

(5) An annuity contract described in Code Section 403(b); or

(6) An eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan.

(It is noted that only Items (1) and (2) of this subsection (a)(i) shall apply to a Designated Beneficiary who is not the Participant's spouse.)

(iv) An "Eligible Rollover Distribution" means any distribution of all or any portion of the balance to the credit of the Distributee subject to the following exceptions:

(1) Any distribution that is one of a series of substantially equal periodic payments (paid not less frequently than annually) paid over any one of the following periods: the life of the Distributee (or the joint lives of the Distributee and the Distributee's Designated Beneficiary), the life expectancy of the Distributee (or the joint life and last survivor expectancy of the Distributee and the Distributee's Designated Beneficiary), or a specified period of ten years or more;

(2) Any distribution to the extent the distribution is required under Code Section 401(a)(9) relating to the minimum distribution requirements;

(3) The portion of any distribution that is not includable in gross income; provided, however, a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because

the portion consists of after-tax employee contributions which are not includable it gross income. However, such portion may be paid only to an Eligible Retirement Plan that is an individual retirement account or annuity described in Code Section 408(a) or (b), or to a qualified defined contribution plan described in Code Section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includable in gross income and the portion of such distribution which is not so includable.

(4) Loans treated as distributions under Code Section 72(p) and not excepted by Code Section 72(p)(2);

(5) Loans in default that are deemed distributions;

(6) The P.S. 58 costs of life insurance coverage;

(7) Any distribution made on account of hardship; or

(8) Similar items designated in Revenue Rulings, Notices, and other guidance from the Treasury Department of general applicability.

(b) *Procedures.* If a Distributee follows the procedures set forth below, then the distribution shall be paid as a direct rollover:

(i) The Plan Administrator shall provide to the Distributee a notice as required by Code Section 402(f) at least 30 days, but not more than 90 days before the distribution is to occur.

(ii) Following receipt of such notice, on a form provided by the Plan Administrator, the Distributee may elect a direct rollover of all or part of the distribution. The Distributee may elect a direct rollover up until the date set for the distribution. The election is revocable until the date set for the distribution. If no election is made by the Distributee prior to the date set for the distribution, then the distribution shall be paid directly to the Distributee, subject to any withholding required by Code Section 3405. (It is noted that an Eligible Rollover Distribution that is distributed from the Plan to a Designated Beneficiary who is not the Participant's spouse (i.e., not paid as a Direct Rollover) shall be subject to applicable income tax withholding rules, but not the mandatory 20 percent income tax withholding otherwise required under Q&A-1 as contained in Treasury Regulation Section 1.401(a)(31)-1.)

(iii) The Distributee electing a direct rollover must supply to the Plan Administrator the following information:

(a) The name of the eligible retirement plan;

(b) A statement from the plan designated by the Distributee to receive the direct rollover stating that:

(l) The plan is, or is intended to be, an Eligible Retirement Plan as defined in section 38.5.8(a)(iii); and

(2) The plan will accept the direct rollover for the benefit of the Distributee;

(c) Additional information in order for the Plan Administrator to effectuate the direct rollover including, but not limited to, the name and address of the trustee or custodian of the qualified Eligible Retirement Plan if the distribution is to be paid by check mailed to such trustee or custodian or sufficient information to effectuate a wire transfer if the direct rollover is to be made by wire transfer.

(iv) The Plan Administrator shall have complete discretion to choose the means for payment of a direct rollover. Payment may be by check mailed to the trustee or custodian of the Eligible Retirement Plan, a check delivered to the Distributee payable to the trustee or custodian of the Eligible Retirement Plan, or by wire transfer to the trustee or custodian of the Eligible Retirement Plan. Under no circumstances shall a wire transfer or a check be directed to or made payable to the Distributee for purpose of a direct rollover.

(c) *Limitations.*

(i) In electing a direct rollover, the Distributee shall specify only one Eligible Retirement Plan to which a Direct Rollover shall be made.

(ii) If the aggregate of all distributions from the Plan in any calendar year is less than $200.00, then the Distributee shall not be entitled to elect a Direct Rollover.

(iii) A Distributee may elect a Direct Rollover of a portion of the distribution with the balance of the distribution to be received by the Distributee (less applicable withholding); provided, however, that in no event shall the portion of the distribution for which a Direct Rollover is elected be less than $500.00.

(iv) A Distributee's election with respect to one payment in a series of periodic payments will apply to all subsequent payments in the series, provided that:

(a) The Distributee may change the election at any time with respect to subsequent payments; and

(b) The Distributee will receive the required notice under Code Section 402(f) at least annually and the required notice explains the limitations described in this section 38.5.8(c)(iv).

Sec. 38.5.9. Loans to Participants.

(a) *General rules.*

(i) The Trustee is hereby authorized to establish a Participant loan program according to the terms and conditions provided in this section 38.5.9 and in the loan program rules adopted by the Committee or its delegee.

(ii) The Committee is authorized to administer the Participant loan program. The Committee may, in its discretion, delegate the duty to administer the loan program, in which case, references to the Committee in this section 38.5.9 shall be deemed to refer to the person or persons to whom the Committee has delegated this duty. All applications for loans shall be made by a Participant to the Committee or the third-party administrator on forms which the Committee will make available for such purpose.

(iii) Loans shall be made available to all Participants on a reasonably equivalent basis.

(iv) Loans shall not be made available to Highly Compensated Participants in an amount greater than the amount made available to other Participants.

(b) *Loan amounts.* With regard to any loan made pursuant to this program, the following rules and limitations shall apply:

(i) The Committee shall set a minimum amount for loans.

(ii) All loans made pursuant to this program shall be considered a directed investment from the Account(s) of the Participant maintained under the Plan. As such, all payments of principal and interest made by the Participant shall be credited only to the Account(s) of such Participant. Loans shall be deducted pro-rata from each of a Participant's investments.

(iii) In no event shall any loan made pursuant to this section 38.5.9 to any Participant be in an amount that shall cause the outstanding aggregate balance of all loans made to such Participant under this Plan and all other qualified employer plans (as defined in Section 72(p)(4) of the Code) maintained by the City or any related employer (as defined in Section 72(p)(2)(D) of the Code) to exceed the lesser of:

(1) Fifty thousand dollars, reduced by the excess (if any) of:

(a) The highest outstanding balance of loans from the Plan to the Participant during the one-year period ending on the day before the date such loan is made, over;

(b) The outstanding balance of loans from the Plan to the Participant on the date on which such loans are made, or

(2) One-half of the vested portion of the total of the Participant's Accounts.

(iv) Notwithstanding the preceding provisions of this section 38.5.9, in no event shall the aggregate balance of all loans made to the Participant under this Plan exceed 50 percent of the present value of the Participant's vested Accounts under the Plan on the date the loan request is approved by the Committee.

(c) *Repayment of loans.*

(i) All loan repayments under this section (including payments of principal and interest) shall be credited to the borrowing Participant's account and shall not be allocated pursuant to section 38.4.7 as earnings of the Trust. All such loan repayments shall be invested based upon the borrowing Participant's current investment election.

(ii) All loans made under this section 38.5.9 shall mature and be payable in full within five years after the date such loan is made, except that a loan to a Participant used to acquire any dwelling unit that within a reasonable time after the loan is made is to be used (determined at the time the loan is made) as the principal residence of the Participant shall mature and be payable in full within ten (10) years after the date the loan is made.

(iii) Payments of principal and interest shall be made through payroll deductions for Participants who are active employees. Such Participants shall irrevocably authorize payroll deductions in writing on a form supplied by the Committee at the time the loan is made. Such payroll deductions shall be sufficient to amortize the principal and interest payable pursuant to the loan during the term thereof on a substantially level basis in equal quarterly (or more frequent) installments. Upon termination of employment, the loan will become immediately due and payable in full.

(d) *Interest rate.* Any loan granted or renewed under this program shall bear a reasonable rate of interest. In determining such rate of interest, the Plan shall require a rate of return commensurate with the prevailing interest rate charged on similar commercial loans under like circumstances by persons in the business of lending money. Such prevailing interest rate standard shall permit the Committee to consider factors pertaining to the opportunity for gain and risk of loss that a professional lender would consider on a similar arms-length transaction, such as the credit worthiness of the Participant and the security given for the loan.

(e) *Security.* Adequate security shall be provided by the Participant before a loan is granted. For this purpose, the Plan shall consider a Participant's interest under the Plan to be adequate security. It shall be the policy of the Plan not to make loans which require security other than the Participant's vested interest in the Plan.

(f) *Miscellaneous terms.*

(i) The borrowing Participant shall have the right to prepay all of the interest and principal of such loan without penalty.

(ii) The loans shall be evidenced by such forms of obligations, and shall be made upon such additional terms as to default, prepayment, security and otherwise as the Committee shall determine.

(iii) The Committee may charge a borrowing Participant such reasonable administrative fees with respect to each loan as the Committee shall, in its discretion, decide.

(g) *Default.*

(i) The entire unpaid balance of any loan made under this section 38.5.9 and all interest due thereon, including all arrearages thereon, shall immediately become due and payable without further notice of demand, if, with respect to the borrowing Participant, any of the following events of default occurs:

(1) Any payments of principal or accrued interest on the loan remain due and unpaid for a period after ten days after the same becomes due and payable under the terms of the loan;

(2) A proceeding in bankruptcy, receivership, or insolvency is commenced by or against the borrowing Participant; or

(3) The Participant's employment with the City terminates for any reason.

Any payments of principal or interest on the loan not paid when due shall bear interest thereafter, to the extent permitted by law, at the rate specified by the terms of the loan. The payment and acceptance of any sum or sums at any time on account of the loan after an event of default, or any failure to act or enforce the rights granted hereunder upon an event of default, shall not be a waiver of the right of acceleration set forth in this paragraph.

(ii) If an event of default and an acceleration of the unpaid balance of the loan and interest due thereon shall occur, the Committee shall have the right to direct the Trustee to pursue any remedies available to a creditor at law or under the terms of the loan, including the right to execute on the security for the loan.

(iii) The Trustee shall not be required to commence such actions immediately upon a default. Instead, the Trustee may grant the Participant reasonable rights to cure any default, provided such actions would constitute a prudent and reasonable course of conduct for a professional lender in like circumstances.

(iv) If (1) any portion of a loan or loans shall be outstanding and (2) an event occurs pursuant to which the Participant, his estate or his Beneficiary will receive a lump sum distribution from the Accounts of such Participant under the provisions of the Plan, then such Participant, if living, shall pay to the Trustee an amount equal to the portion of the loan or loans then outstanding, including all accrued interest thereon, and such Participant shall then receive the full amount of the distribution under the provisions of the Plan to which he is otherwise entitled. If such Participant is not then living, or if such Participant does not make full payment of the portion of the loan or loans then outstanding within 30 days after the date of the event pursuant to which the distribution is to be made, then such distribution shall be made to the Trustee as payment on the loan or loans to the extent necessary to liquidate the unpaid portion of the loan or loans. No distribution shall be made to a Participant or his estate or his spouse or his beneficiary from his accounts in an amount greater than the excess of the portion of his accounts otherwise distributable over the aggregate of the amounts owing with respect to such loan or loans plus interest, if any, thereon, taking into consideration any portion of the loan or loans paid by the Participant pursuant to the provisions of this subsection (iv).

(v) All loans made pursuant to this section 38.5.9 shall be funded from the borrowing Participant's Accounts as set forth in section 38.5.9(b)(ii). The Accounts of a Participant shall, to the extent used to fund such loan, not participate in the allocation of earnings and losses pursuant to section 38.4.7. All interest paid by a Participant with respect to a loan shall be credited to the borrowing Participant's Accounts and shall not be allocated pursuant to section 38.4.7 as earnings of the Trust.

(h) *Grant of loan.* Upon satisfaction of the criteria established for granting a loan, the Committee shall inform the Trustee that the Participant has qualified to receive a loan under the Plan.

(i) *CARES Act loan provisions.* To the extent permitted under and consistent with the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), including any subsequent regulations issued under the CARES Act, the following provisions shall apply, superseding any conflicting provision set forth above in this section.

(i) A "CARES Act-Eligible Participant" is a Participant that meets, as evidenced by the Participant's self-certification, one or more of the following criteria:

(1) The Participant is diagnosed with the virus SARS-Co-V-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention;

(2) The Participant's spouse or dependent (as defined in section 152 of the Internal Revenue Code) is diagnosed with such virus or disease by such a test; or

(3) The Participant experienced adverse financial consequences as a result of being quarantined, being furloughed or laid off or having work hours reduced due to such virus or disease, being unable to work due to lack of child care due to such virus or disease, closing or reducing hours of a business owned or operated by the individual due to such virus or disease, or other factors as determined by the Secretary of the Treasury.

The Plan Administrator may rely on an employee's certification that the employee satisfies one or more of the above conditions in determining whether the Participant is a CARES Act-Eligible Participant.

(ii) During the period between March 27, 2020 and September 23, 2020, a Participant who is a CARES Act-Eligible Participant may obtain a second loan from the Plan, subject to all of the loan limitations of subsection (b) of this section, including, but not limited to, the subsection (b)(iv) limit on the aggregate balance of all loans made to the Participant under this Plan.

(iii) During the period between March 27, 2020 and December 31, 2020, a Participant who is a CARES Act-Eligible Participant who has a Plan loan that is not in default, or who obtains a new Plan loan prior to September 23, 2020, may make a one-time election by following the procedure adopted by the Plan, to:

(1) Stop loan repayments for the remainder of calendar year 2020; and

(2) Have his or her loan balance as of the end of the 2020 calendar year reamortized over the remainder of the loan term as of December 31, 2020 plus up to an additional 12 months.

ARTICLE VI. PLAN ADMINISTRATION

DIVISION 1. PENSION COMMITTEE

Sec. 38.6.1. Pension Committee.

Except as otherwise expressly provided herein, the City of Romulus Pension Committee shall be responsible for and shall control and manage the operation and administration of the Plan. It shall be the "Plan Administrator" and shall be subject to service of process on behalf of the Plan.

Sec. 38.6.2. Committee members and voting rights.

The Committee shall consist of the following members with the following voting rights:

(a) The mayor of the City—non-voting member.

(b) City treasurer—voting member.

(c) City personnel director—voting member.

(d) One member of City council—voting member.

(e) One member representing each collective bargaining unit of City employees who are active Participants in the Plan—voting members.

(f) One member representing all City employees who are not members of a collective bargaining unit, and all housing commission employees—voting member.

(g)

(i) A recording secretary—non-voting member.

A Participant who has terminated employment but who has not yet received a distribution of all of the vested portion of the Participant's Accounts shall be represented by the Committee member who represents the group of active Employees to which the Participant belonged before termination of employment.

There shall be one initial member for each 30 (or fewer) Employees in the groups described in subparagraphs (e) through (h) above and then one additional member for every membership increase in 30-employee increments. For example, a collective bargaining unit with 67 employees shall have two Committee members representing such bargaining unit. Each additional Committee member shall serve a term of office in accordance with the terms outlined in section 38.6.3.

An Employee group which has increased to the extent to require an additional Committee member shall advise the pension Committee at any regularly scheduled Committee meeting. The Committee shall thereafter advise such Employee group to hold a special election to elect a new Committee member, who shall take office as of the following regularly scheduled pension Committee meeting. The pension Committee may, at its sole discretion, permit a new Committee member to take office on an earlier date.

In the event one or more of the groups described in subparagraphs (e) through (h) above decreases, so that such group should have fewer Committee members but in any event not less than one in accordance with the schedule shown above, a Committee member representing such constituency shall resign in accordance with the terms outlined in section 38.6.5.

A Participant who has terminated employment but who has not yet received a distribution of all of the vested portion of the Participant's accounts shall be represented by the Committee member who represents the group of active employees to which the Participant belonged before termination of employment.

Sec. 38.6.3. Selection of Committee members and term of office.

(a) The Mayor and the City Treasurer shall be standing members of the Committee and shall serve throughout their respective terms of office.

(b) The City Council member shall be appointed annually by the City Council, or at such other intervals as the City Council regularly makes appointments to other City committees and boards of review, and shall serve until the City Council appoints the member's successor to the Committee, the member's City Council term expires; or until the member resigns from the Committee, whichever occurs first.

(c) Each Committee member representing Employees, former Employees, retirees or Beneficiaries (collectively called the "Participants") shall be elected by a majority vote of the group of Participants which they represent. Each Committee member representing Participants shall serve for four years. An election shall be held on the second Wednesday in January every four years for terms to begin the following February 1. Such elections may be held by mail ballot or through the most administratively expedient method as determined under the rules and regulations of the Committee so as to include all Participants. The election procedure shall be set forth in writing within 30 days of being enacted by the Committee and shall be made available to any Participant who requests a copy of the procedures.

(d) The recording secretary shall be elected by the majority vote of the other members of the Committee, to serve until the recording secretary's resignation, death, or removal by majority vote of the other members of the Committee.

Sec. 38.6.4. Alternate members.

There shall be an alternate appointed for each member of the Committee to attend Committee meetings and vote in the Committee member's absence. The Mayor, City Treasurer and Personnel Director shall each designate an alternate member. The City Council shall designate its alternate member. Each group of Employees electing a Committee member shall elect an alternate member at the same time, for the same term and in the same fashion as the Committee member is elected.

Sec. 38.6.5. Removal, resignation and vacancies.

(a) A member of the Committee (other than the Mayor or the City Treasurer) may resign at any time upon not less than ten (10) days' written notice to the City Council, specifying the effective date of resignation. A member elected by a group of Participants may be removed by a vote of the majority of that group of Participants provided the Committee member has served a minimum of one hundred eighty (180) days of his or her elected term. A member elected by a group of Participants who ceases to be a member of such group by reason of transfer to a different group, shall be deemed to have resigned. Vacancies in the Committee resulting from the death, resignation, removal, or expiration of the term of a member elected by a group of Participants shall be promptly filled by a majority vote of the appropriate group of Participants pursuant to the election procedures to be enacted by the Committee. The City Council may remove and replace the City Council Committee member, with or without cause, at any regular meeting of the City Council. The term of any Committee member elected to fill a vacancy shall expire at the end of the term of the Committee member whose seat has been vacated. The Committee may exercise its powers and authority notwithstanding the existence of vacancies.

(b) (i) Additionally, and not withstanding anything to the contrary in subsection (a) of this Section, a member of the Committee may be removed in the following ways:

(A) A unanimous vote of all of the members of the Committee, other than the member who is the subject of the vote for removal; or

(B) An order of a circuit court with jurisdiction entered in an appropriate action authorized by a majority vote of the members of the Committee.

(ii) The Committee shall give notice and hold a hearing on the removal of a member of the Committee for any of the following reasons:

(A) For an elected member of the Committee, upon receipt of a petition requesting the removal of the member, which petition is signed by two-thirds of the individuals eligible to vote in the election of the member of the Committee;

(B) The member is legally incapacitated from executing his or her duties as a member of the Committee and neglects to perform those duties;

(C) The member has committed a material breach of Plan provisions or Plan policies or procedures and the removal of the member is in the interests of the Plan or the interests of Participants or Beneficiaries; or

(D) The member is convicted of a violation of law and the removal of the member is in the interests of the Plan or the interests of Participants or Beneficiaries.

(iii) Upon the removal of a member of the Committee under this subsection (b) before expiration of the member's term, a new successor member shall fill the vacancy as follows:

(A) For an elected member of the Committee, by election in the same manner as the removed member for the remainder of that term of office;

(B) For an appointed member of the Committee, by appointment by the appointing authority of the removed member for the remainder of that term of office; and

(C) For an ex officio member serving by virtue of his or her office, by appointment by the City Council until the time that a new individual is elected or appointed to the office from which the removed member served as a member.

(iv) An individual who is removed from office as a member of the Committee under this subsection (b) may appeal the removal to the circuit court with jurisdiction if the removal is by the Committee or, if the removal is by the circuit court, to the appropriate court with jurisdiction. A successor member of the Committee may be elected or appointed during the pendency of an appeal of a removed member under this subsection until the appeal is withdrawn or there is a final judgment in the matter.

If, upon an appeal under this subparagraph (iv), the court finds that the petition for removal of the member was filed in bad faith and that removal is contrary to the interests of the Plan or the interests of Participants or Beneficiaries, the court may order that the individuals seeking the removal of the member pay all or a portion of the costs of the proceedings, including reasonable attorney fees.

Sec. 38.6.6. Meetings.

(a) All meetings shall be held in accordance with the Michigan Open Meetings Act, M.C.L.A. section 15.261 et seq., which Act is incorporated by reference in this Plan.

(b) The Committee shall hold regular meetings on a date specified in the by-laws adopted by the Committee.

(c) Special meetings may be held (i) pursuant to a vote of the majority of Committee members, or (ii) if called by the Mayor, subject to the restrictions of the Open Meetings Act as provided in paragraph (a) above.

(d) The majority of the voting members of the Committee in office at the time shall constitute a quorum for the conduct of business. The Committee shall act by the vote of a majority of its voting members in office at the time who are present at a duly constituted meeting. A member of the Committee shall not vote or act on any matter relating solely to himself.

(e) The Secretary shall distribute to Committee members the minutes of each meeting by the earlier of (i) 20 days after such meeting or (ii) two working days prior to the next scheduled meeting. All minutes shall be available for public review as required by the Michigan Freedom of Information Act, M.C.L.A. section 15.231 et seq., which act is incorporated by reference into this Plan.

Sec. 38.6.7. Officers.

The Committee shall, by a majority vote, elect from among its members a chair to preside at its meetings and a secretary to keep records of its meetings and activities and to perform such other duties and functions as the Committee may prescribe. The chair and the secretary shall serve for a term of four (4) years or until resignation, death, or removal by a majority vote of the other members of the Committee. The Committee may in like manner designate any one (1) or more of its members or its secretary to execute any instrument or document on its behalf, and the action of such person shall have the same force and effect as if taken by the entire Committee. In the event of such authorization, the Committee shall notify the Trustee or investment manager in writing, and such parties shall be entitled to rely upon such notification until the Committee shall give written notification to the contrary.

Sec. 38.6.8. Compensation.

Members of the Committee shall not be entitled to any compensation for their attendance at meetings or for engaging in other activities on behalf of the Committee other than their regular compensation paid by the City. All members shall be entitled to reimbursement by the City for out-of-pocket expenses incurred on behalf of the Committee in accordance with City policy, upon presentation of proper documentation to the City Treasurer.

Sec. 38.6.9. Powers and duties of Committee.

The Committee shall have any and all powers, authority, and duties which shall be necessary and proper to enable it to carry out its obligations under the Plan, including by way of illustration and not limitation, the power and duty:

(a) To construe and interpret the Plan, decide all questions of eligibility for the Plan and benefits, decide questions concerning calculation of service credits, and to determine the amount, manner and time of payment of any benefits hereunder and the Beneficiaries to whom payment shall be made; any determination by the Committee shall be conclusive and binding on all persons; all rules and determinations of the Committee shall be uniformly and consistently applied to all persons in similar circumstances;

(b) To prescribe procedures to be followed by Participants or Beneficiaries for applications to participate, elections, designation of Beneficiary forms, applications for benefits, if any, and any other forms required or desirable under the Plan;

(c) To act as Trustee or to appoint a corporation or one or more individual(s) to act as Trustee;

(d) To direct the Trustee concerning all payments which shall be made out of the Trust pursuant to the Plan;

(e) To prepare and distribute, in such manner as the Committee determines to be appropriate, information explaining the Plan;

(f) To receive from the City and from Participants such information as shall be necessary for the proper administration of the Plan;

(g) To furnish the City, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(h) To receive and review the periodic valuation of accounts made by the Trustee;

(i) To receive, review and keep on file (as it deems convenient and proper) reports of account allocations and benefit payments by the Trustee and reports of disbursements for expenses directed by the Committee;

(j) To appoint or employ individuals to assist in the administration of the Plan and any other agents it deems advisable, including legal, accounting, and benefit consultant counsel, and City employees, departments, and committees, and to pay the expenses and fees for such services from the Trust, to the extent such amounts are not paid by the City; and

(k) To adopt such by-laws and regulations as it deems desirable for the conduct of its affairs.

Sec. 38.6.10. Delegation of duties; reliance.

(a) The Committee may authorize any of its members or any other person to execute any document or documents on behalf of the Committee, in which event the Committee shall notify the Trustee in writing of such action and the name or names of such member or person. The Trustee thereafter shall accept and rely upon any document executed by such members or persons as representing action by the Committee, until the Committee shall file with the Trustee a written revocation of such designation.

(b) The Committee shall be entitled to rely conclusively upon, and shall be fully protected in any action taken by it in good faith in relying upon any opinions or reports which shall be furnished to it by any accountant, counsel, specialist, or other person. The regularly kept records of the City shall be conclusive and binding upon all persons with respect to an employee's date and length of employment, time and amount of compensation and the manner of payment thereof, type and length of any absence from work and all other matters contained therein relating to employees.

Sec. 38.6.11. Records and reports of Committee.

The Committee shall keep a record of all its proceedings and acts and shall keep all such books of account, records, and other data as may be necessary for proper administration of the Plan. The Committee shall notify the Trustee and the City of any action taken by the Committee and, when required, shall notify any other interested person or persons.

Sec. 38.6.12. Claims procedure.

Claims for benefits under the Plan shall be made in writing to the Committee. In the event a claim for benefits is wholly or partially denied by the Committee, the Committee shall, within a reasonable period of time, but not later than 90 days after receipt of the claim, notify the claimant in writing of the denial of the claim. If the claimant shall not be notified in writing of the denial of the claim within 90 days after it is received by the Committee, the claim shall be deemed denied. A notice of denial shall be written in a manner calculated to be understood by the claimant, and shall contain (i) the specific reason or reasons for denial of the claim, (ii) a specific reference to the pertinent Plan provisions upon which the denial is based, (iii) a description of any additional material or information necessary for the claimant to perfect the claim, together with an explanation of why such material or information is necessary, and (iv) an explanation of the Plan's review procedure.

Within 60 days of the receipt by the claimant of the written notice of denial of the claim or within 60 days after the claim is deemed denied as set forth above, if applicable, the claimant may file a written request with the Committee that it conduct a full and fair review of the denial of the claimant's claim for benefits, including the conducting of a hearing, if deemed necessary by the Committee. In connection with the claimant's appeal of the denial of his benefit, the claimant may review pertinent documents and may submit issues and comments in writing. The Committee shall render a decision on the claim appeal promptly, but not later than 60 days after the receipt of the claimant's request for review, unless special circumstances (such as the need to hold a hearing, if necessary), require an extension of time for processing, in which case the 60 days prior may be extended to 120 days. The Committee shall notify the claimant in writing of any such extension. The decision upon review shall (i) include specific reasons for the decision, (ii) be written in a manner calculated to be understood by the claimant and (iii) contain specific references to the pertinent Plan provisions upon which the decision is based.

Sec. 38.6.13. Indemnity of Committee members.

The City shall indemnify and defend each member of the Committee and each of its other employees against any and all claims, loss, damages, expenses (including reasonable attorney fees), and liability arising in connection with the administration of the Plan, except when the same is judicially determined to be due to the gross negligence or willful misconduct of such member or other employee.

Sec. 38.6.14. Payment for Expenses.

The Committee shall be entitled to receive payment for reasonable expenses for administering the Plan, including (but not limited to) fees charged by the Trustee, Plan consultant, legal counsel, or other service providers in connection with administration of the Plan. The City agrees to indemnify and save harmless each Committee member against every cost, expense, and liability (including any sum paid in settlement of any claim with the approval of the City) arising out of any act or omission as a Committee member, excepting only acts and omissions representing willful misconduct, fraud, or lack of good faith. The right of indemnity described in the preceding sentence shall be conditioned upon (i) the timely receipt of notice by the City of any claim asserted against the Committee member, which notice, in the event of a lawsuit shall be given within ten days after receipt by the Committee member of the complaint, and (ii) the receipt by the City of an offer from the Committee member of an opportunity to participate in the settlement or defense of such claim. Any premiums for individual fiduciary liability insurance on the persons of Committee members shall be payable by the City. Any other expenses or fees shall be allocable among Participants' Accounts and payable out of the Trust Fund in a reasonable and nondiscriminatory manner.

DIVISION 2. POWERS AND DUTIES OF CITY

Sec. 38.6.15. Powers and duties of the City.

The City shall have the following powers, authority, and duties with respect to the Plan:

(a) To amend and/or to terminate the Plan as provided in section 38.9.4;

(b) To make contributions as required by article III and the terms of any collective bargaining agreement covering Participants;

(c) In its sole discretion, as determined by the City Council, to pay out of City funds the expenses of administration of the Plan including, but not limited to, the reasonable fees and expenses of the Trustee and of any agents employed or appointed by the Committee pursuant to section 38.6.9(j);

(d) To keep such records of employment and Compensation of Employees and Participants, contributions to the Plan, and such other records as are necessary for proper administration of the Plan; and

(e) To indemnify the members of the Committee as provided in section 38.6.13.

ARTICLE VII. TRUSTEE

Sec. 38.7.1. Custody of assets.

The Committee, as Trustee, or the Trustee appointed by the Committee, shall be the custodian of all of the assets and funds of this Trust, unless the Committee, as Trustee, or the Trustee appointed by the Committee, designates a corporate custodian. To be eligible for designation, a corporate custodian shall be a custodian bank which is a member of the federal reserve system or a clearing corporation. As custodian of all assets and funds of this Trust, the Trustee shall accept and receive all sums of money paid to it from time to time by the City pursuant to the terms of this Plan, and shall hold, invest, reinvest, manage and administer those monies and the increment, earnings and income thereof on the Trust Fund for the exclusive benefit of Participants and their Beneficiaries.

Sec. 38.7.2. Payment of benefits.

The Trustee shall pay benefits to such persons, at such times, and in such amounts as shall be set forth in written instructions furnished to it by the Committee; provided, however, that in no event shall the Trustee be under any obligation to make any payment other than from the funds in this Trust. The Trustee shall have no right or obligation to inquire whether the terms of any instructions furnished to it by the Committee are in conformity with this Plan. The liability of the Trustee with respect to matters contained in such instructions is expressly limited to any failure on its part to comply with instructions.

Sec. 38.7.3. Investments authorized.

The Trustee shall collect the income of the Trust Fund, and shall invest and reinvest the assets of the Trust Fund without distinction between principal and income, except such amounts as may be estimated, from time to time, to be required for current payments and expenses. The Trustee is authorized to invest the Trust Fund in any interest permitted by the provisions of P.A. 1965, No. 314, as amended by P. A. 1982, No. 55, being Section 38.1132 et seq. of the Michigan Compiled Laws Annotated (the "Investment of Funds of Public Employee Retirement Systems Act"), provided that the powers of the Trustee shall be subject to and limited by the provisions of such act. Notwithstanding the above, the limitations on the percentages of total assets for investment provided in the Act do not apply to the Plan to the extent a Participant directs the investment of assets in his or her own individual Accounts, and the Participant is not considered an investment fiduciary under the Act. Except as provided in section 38.7.4 for an investment manager and in Article VIII for Participant-directed investments, the Trustee shall exercise its own discretion in the investment of the Trust Fund.

Sec. 38.7.4. Investment manager.

The Committee may, by resolution, assume from, the Trustee and transfer to the Committee or an investment manager the authority and duty to direct the investment and management of all or a portion of the Trust Fund; provided that:

(a) A certified copy of any such Committee action shall be delivered to the Trustee whereupon the Committee or the investment manager, as the case may be, shall be the fiduciary with respect to the investment and management of the Trust Fund (or designated portion thereof) and the Trustee shall have no responsibility there for.

(b) Any transfer of investment and management authority to the Committee or to an investment manager may be revoked upon receipt by the Trustee of a written notice to that effect by the Committee.

(c) The appointment, selection, and retention of a qualified investment manager shall be solely the responsibility of the Committee unless such investment manager has been retained by the Trustee pursuant to section 38.7.5(vii) below. During such period or periods of time, if any, as the Committee or any investment manager is authorized to direct the investment and management of all or a part of the Trust Fund:

(i) The Trustee is authorized and entitled to rely upon the fact that the investment manager is authorized to direct the investment and management of the Trust Fund until such time as the Committee shall notify the Trustee in writing that another investment manager has been appointed in the place and stead of the investment manager named or, in the alternative, that the investment manager named has been removed and the responsibility for the investment and management of the Trust Fund has been assumed by the Committee or has been transferred back to the Trustee, as the case may be.

(ii) The Trustee shall not be liable or responsible for losses or unfavorable results arising from the Trustee's compliance with proper directions of the Committee which are made in accordance with this Plan and which are not contrary to the provisions of the Investment of Funds of Public Employee Retirement Systems Act regulating such investment and management of the assets of this Trust. The Trustee shall not be liable or responsible in any way for any losses or other unfavorable results arising from the Trustee's compliance with investment or management directions received by the Trustee from the investment manager.

(iii) All directions concerning investments made by the Committee or the investment manager shall be signed by such person or persons, acting on behalf of the Committee or the investment manager, as the case may be, as may be duly authorized in writing; provided, however, that the transmission to the Trustee of such directions by photostatic teletransmission with duplicate or facsimile signature or signatures shall be considered a delivery in writing of the aforesaid directions until the Trustee is notified in writing by the Committee that the use of such devices with duplicate or facsimile signatures is no longer authorized.

(iv) The Trustee shall, as promptly as possible, comply with any written directions given by the Committee or an investment manager hereunder and, where such directions are given by photostatic teletransmission with facsimile signature or signatures, the Trustee shall be entitled to resume that any directions so given are fully authorized.

(v) The Trustee shall not be liable for its failure to invest any or all of the Trust Fund in the absence of such written directions.

(vi) The Trustee shall have no obligation to determine the existence of any conversion, redemption, exchange, subscription or other right relating to any of the securities purchased, of which notice was given prior to the purchase of such securities, and shall have no obligation to exercise any such right unless the Trustee is informed of the existence of the right and is instructed to exercise such right, in writing, by the Committee or the investment manager, as the case may be, within a reasonable time prior to the expiration of such right.

(vii) Neither the Committee nor any investment manager referred to above shall direct the purchase, sale, or retention of any assets of the Trust Fund if such directions are not in compliance with the applicable provisions of the Investment of Funds of Public Employee Retirement Systems Act.

(d) For purposes of this Section, the term "Investment Manager" means, in accordance with the Public Employees Retirement Systems Investment Act, a person (other than (1) the Committee, (2) any other person named herein as a fiduciary, and (3) a Participant directing the investment of the assets of his or her own individual Accounts) who:

(i) Exercises any discretionary authority or control in the investment of any property of the Trust,

(ii) Has the power to manage, acquire or dispose of any property of the Trust, or

(iii) Renders investment advice for a fee or other direct or indirect compensation; and

(iv) Registers as an investment advisor in accordance with the provisions of the Investment Advisors Supervision Coordination Act under the National Securities Markets Improvement Act of 1996 and the rules promulgated thereunder with either:

(1) The Securities and Exchange Commission under the Investment Advisors Act of 1940, or

(2) The State of Michigan under the Michigan Uniform Securities Act, Act No. 265 of the Public Acts of 1964, as amended,

provided, however, any Investment Manager who is required to register under the Investment Advisors Act of 1940 shall not also register under the Michigan Uniform Securities Act, but shall register with the State of Michigan as a "Notice Filer";

(v) Is a bank as defined under the Investment Advisors Act of 1940; or

(vi) Is an insurance company qualified under Section 16(3) of the Public Employee Retirement Systems Investment Act; and

(vii) Has acknowledged in writing that he/it is a fiduciary with respect to the Plan and Trust.

Sec. 38.7.5. Powers of Trustee.

The Trustee shall have the following powers, rights, and duties in addition to those vested in it elsewhere in this Plan, provided that such powers, rights, and duties are not in contravention of the Investment of Funds of Public Employee Retirement Systems Act:

(i) To retain, manage, improve, repair, operate and control all property, real or personal, at any time comprising part of the Trust fund;

(ii) To manage, sell, contract to sell, grant options to purchase, convey, exchange, partition, lease for any term (even though such term commences in the future or may extend beyond the duration of the Trust), and (otherwise dispose of the Trust Fund, from time to time, in such manner, for such consideration, and upon such terms and conditions as the Trustee, in its discretion, shall determine;

(iii) To vote any corporate stock either in person or by proxy for any purpose; to exercise or sell any stock subscription or conversion right; to participate in voting trusts; to consent to, take any action in connection with, and receive and retain any securities resulting from, any merger, consolidation, reorganization, readjustment of the financial structure, liquidation, sale, lease or other organization the securities of which may constitute a portion of the Trust Fund;

(iv) To keep any property in the name of a nominee with or without disclosure of any fiduciary relationship;

(v) To borrow money, and to mortgage, pledge or otherwise encumber the Trust Fund or any part thereof;

(vi) To take any action with respect to conserving or realizing upon the value of any property in the Trust Fund; to collect, pay, contest, compromise, or abandon demands of or against the Trust Fund, to pay any tax, assessment or other charge attributable to the interest of any Beneficiary;

(vii) To appoint or remove agents, attorneys, investment managers, auditors, depositories, and proxies (who may also be appointed or removed by the Committee), and any other persons as they deem necessary or desirable in connection with the administration of this Plan, with or without discretionary powers, and to pay them reasonable compensation out of the Trust Fund, provided that if the

Committee designates a corporate custodian and/or investment manager, the Trustee may not modify, limit or change such corporate custodian and/or investment manager without specific authorization by the Committee; and

(viii) To transfer any assets of the Trust to a common, collective or commingled Trust fund exempt from tax under the Internal Revenue Code maintained by the Trustee to be held and invested subject to all of the terms and conditions thereof, and such Trust shall be deemed adopted as part of the Trust and the Plan to the extent that assets of the Trust are invested therein, including any such Trust fund maintained by the Trustee.

(ix) To perform any and all acts in its judgment necessary or desirable for the proper and advantageous administration and distribution of the Trust Fund.

Sec. 38.7.6. Administration.

The Trustees, in the event more than one Trustee is appointed, shall act by majority vote of their number, from time to time, and such action may be taken either at a meeting or in writing without a meeting. The Trustee shall elect a chairman and such other officers as it may deem appropriate. The chairman and such other officers shall hold office at the pleasure of the Trustee and shall have and perform such powers and duties as shall be prescribed, from time to time, by the Trustee. The Trustee may adopt such bylaws and regulations as it deems desirable for the conduct of its duties. The Trustee, with the consent of the Committee, shall determine the depositories in which Trust assets shall be kept.

Sec. 38.7.7. Expenses and compensation.

The Trustee is authorized and directed to pay from the Trust Fund all of its expenses, taxes and charges, including reasonable fees and expenses of its attorneys and agents, incurred in connection with collection, administration, management, investment, protection and distribution of the Trust Fund, to the extent that such amounts are not paid by the City. If the Committee is acting as the Trustee, the Committee shall serve without compensation for its services as Trustee.

Sec. 38.7.8. Reports and audits.

The Trustee shall render an annual report to the Committee and to the City Council containing information concerning the Trust and its administration by the Trustee. The Trustee shall also render such further reports as the City Council or the Committee may request, from time to time. The approval by the Committee and the City Council (or the lack of receipt of written objections from the Committee or the City Council with 90 days after the submission of any such report to the Committee and the City Council), of any report of accounting by the Trustee, including, but not limited to, an accounting by a resigned or removed Trustee, shall be a complete release and discharge of the Trustee or such resigned and removed Trustee, as the case may be, which release and discharge shall be binding upon the City, the Committee, and all Participants and persons claiming in their place and stead. The Committee or City Council may designate auditors and examine and audit the accounts of the Trustee annually and at such other times as the Committee or City Council may designate.

Sec. 38.7.9. Limitation on duties and liabilities.

The Trustee shall have no right or duty to examine the records of the City to determine whether the amount of any contribution to the Plan has been correctly computed, or to compel the performance of any duty imposed upon the City or the Committee by this Plan. The Trustee shall be fully protected in relying and acting upon any notice, instruction, certification or other document in writing which was made or purports to have been made in accordance with this Plan, is believed by the Trustee to be genuine, and has been signed and delivered by the proper person or persons; and the Trustee shall be under no duty to make any investigation or inquiry as to the truth and accuracy of the statements contained therein. No Trustee shall be liable for the act or omissions of any other Trustee if without knowledge of such act or omission, or for the acts or omissions of any attorney, agent or assistant of such other Trustee.

Sec. 38.7.10. Succession of Trustee.

Any Trustee may resign by mailing a letter of resignation to the Committee and to the remaining Trustees, if any, such resignation to take effect on any specified date after the expiration of 60 days following the mailing of such letter. If a successor Trustee is appointed prior to the expiration of the 60-day period, the resignation shall take effect upon the appointment of the successor Trustee. Any Trustee may be removed at any time by the Committee. Notice of such removal shall be in writing and mailed to the Trustee at his or her address of record on file with the Committee. In the event a vacancy shall arise in the Trusteeship for any cause, a successor Trustee may, in the discretion of the Committee, be appointed by the Committee; provided that, at all times, at least one Trustee shall be acting. Upon the appointment of a successor Trustee, written notice of such appointment shall be delivered promptly to any remaining individuals acting as Trustee, to the retiring Trustee and to the successor Trustee. Any successor Trustee shall execute an instrument accepting the appointment and agreeing to be bound by this agreement, one executed copy to be delivered to the Committee, one to the remaining Trustees, if any, and one to the retiring Trustee. At the request of the Committee, upon the removal or resignation of any Trustee, such Trustee shall file with the Committee and the City a final account to which the provisions relating to annual accounts shall be applicable.

Sec. 38.7.11. Rights of successor Trustee.

In the event of the appointment of a successor Trustee, such successor Trustee will succeed as of the effective date of its appointment to all the rights, title and estate of the succeeded Trustee, and no instrument of transfer, conveyance or assignment or order of any court shall be necessary in connection therewith. Notwithstanding the foregoing, however, the succeeded Trustee shall deliver to the successor Trustee or Trustees such instruments of transfer, conveyance, assignment and further assurance as it may reasonably require. No successor Trustee or Trustees shall be personally liable for any act or omission which occurred prior to the time it became a Trustee.

Sec. 38.7.12. Indemnification of Trustee.

The City shall indemnify and defend each person acting as Trustee against any and all claims, loss, damages, expenses (including reasonable attorneys fees), and liability arising in connection with the administration of the Plan or the Trust, except when the same is judicially determined to be due to the gross negligence or willful misconduct of such person. If there exists insurance coverage which covers the subject matter of this indemnity by the City, such insurance shall be primary and the City's obligation to indemnify shall be secondary to such insurance, and shall be in the nature of excess coverage for any claims covered by such insurance.

Sec. 38.7.13. Incapacity of Committee.

If, at any time, the Committee shall be incapable of giving the Trustee directions, instructions, or authorizations as herein provided, the Trustee may act as it, in its sole discretion, deems appropriate and advisable in the circumstances for the carrying out of the provisions of the Plan and Trust.

ARTICLE VIII. PARTICIPANT-DIRECTED INVESTMENTS

Sec. 38.8.1. Investment funds.

The Adjusted Balance of each Participant's Accounts will be invested at the sole discretion of the Participant, in the various investment funds selected, from time to time, by the corporate Trustee, the Committee, or the investment manager.

Sec. 38.8.2. Initial investment.

All contributions received by the Trustee will be initially invested in such short-term investment obligations as selected by the corporate Trustee, Committee or investment manager from time to time pending investment pursuant to section 38.8.3. These deposits and earnings will be allocated between the investment funds as of the valuation date next following receipt by the Trustee of such deposits and earnings in accordance with Participants' selection of investment funds pursuant to section 38.8.3.

Sec. 38.8.3. Selection of investment funds.

(a) Each Participant shall have the right to file an initial investment direction form with the Committee directing that his Participant Contributions, City Contributions, and After-tax Contributions be invested, in specified multiples of one percent, in any one or more of the investment funds. In the absence of timely and proper ~~default of any~~ Participant's direction, such contributions will be automatically invested ~~at the sole discretion of the Trustee~~ in a default investment vehicle as selected from time-to-time by the corporate Trustee, Committee or investment manager, as applicable, such as an age-appropriate target-date fund~~unless and until the Participant directs otherwise~~.

(b) Each Participant shall have the right to modify the direction made in subsection (a) with respect to subsequent Participant contributions, City contributions, and after-tax contributions under the Plan.

(c) Each Participant shall have the right to direct that the portion of his accounts held in any one investment fund be transferred, in whole or in part, to any other investment fund made available under the Plan. This direction shall be made by designating the percentage (which shall not be less than one percent) of the adjusted balance of such accounts that is to be divided among the various applicable funds (in multiples of one percent as of the date set forth in subsection (d)).

(d) The Committee through the Plan's third party recordkeeper, will maintain individual accounts representing the interest of Participants in the several investment funds. Each investment fund may be invested as a single fund, however, without segregation of fund assets to the accounts of Participants.

(e) The Committee, Trustee, or investment manager shall have no liability for any investment directed by a Participant or for following any instruction by a Participant. No Participant shall, however, direct an investment that would violate the Investment of Funds of Public Employee Retirement Systems Act.

(f) Upon the death of a Participant and to the extent investment responsibility is allocated to Participants, any reference to a Participant in any provision of the Plan pertaining to investment direction shall be construed as a reference to the deceased Participant's Beneficiary.

(g) The Committee shall establish such rules governing the direction of investment of Accounts as the Committee deems necessary and advisable, provided that such rules shall be uniform and nondiscriminatory.

(h) A Participant may direct and modify, the investment of his Participant contributions, City contributions, and after-tax contributions through the recordkeeper's website, or by other electronic means, pursuant to uniform rules established by the Committee or by the recordkeeper. Investment directions and modifications shall be effective in accordance with rules established by the Committee or by the recordkeeper. All funds will be traded and posted in accordance with the custodian's settlement dates.

ARTICLE IX. AMENDMENT AND TERMINATION

Sec. 38.9.1. Amendment of Plan by ordinance.

The City shall have the right to amend the Plan, at any time and from time to time, by ordinance duly adopted by the City Council. Further, the City shall have the right to amend sections 38.3.1 (City Contributions) and 38.3.2 (Participant Contributions) for all Participants who are not covered by a collective bargaining agreement, by resolution duly adopted at a validly convened meeting of the City Council, and any amendment to the Plan pursuant to this second sentence of section 38.9.1 shall be incorporated into this Plan by revising the appropriate page or pages of this ordinance. All Employees and any other persons claiming any interest hereunder shall be bound by such amendments.

Sec. 38.9.2. Amendment of Plan by collective bargaining agreement.

Any provision of this Plan which applies to a Participant who is a member of a unit of Employees covered by a collective bargaining agreement shall be amended, without further action by the City, by adoption by the City and ratification by such unit of Employees, of a collective bargaining agreement which expressly amends this Plan, effective on the effective date of such agreement, provided that the effective date for any amendment to the amount of Participant Contributions under this Plan shall not be earlier than the first day of the first payroll period which occurs after the adoption and ratification of such collective bargaining agreement. Any amendment to the Plan pursuant to this section 38.9.2 shall be incorporated into this Plan by revising the appropriate page or pages of this ordinance.

Sec. 38.9.3. Prohibited amendments.

Notwithstanding sections 38.9.1 and 39.9.2 above, no amendment shall have the effect of: (1) directly or indirectly divesting the interest of any Participant in any amount that he would have received had he terminated his employment with the City immediately prior to the effective date of such amendment, or the interest of any Beneficiary as such interest existed immediately prior to the effective date of such amendment; (ii) vesting in the City any right, title or interest in or to any Plan assets; (iii) causing or effecting discrimination in favor of Highly Compensated Participants; or (iv) causing any part of the Plan assets to be used for any purpose other than for the exclusive benefit of the Participants and their Beneficiaries, and to defray the expenses of Plan administration.

Sec. 38.9.4. Voluntary termination of or permanent discontinuance of contributions to Plan.

Except to the extent the terms of this Plan are established pursuant to an existing and ratified collective bargaining agreement, the City shall have the right to terminate the Plan in whole or in part, or to permanently discontinue contributions to the Plan, at any time by ordinance duly adopted by the City Council and by giving written notice of such termination or permanent discontinuance to the Trustee. Such ordinance shall specify the date of termination or permanent discontinuance, which shall not be earlier than the first day of the Plan Year which includes the date of the resolution.

Sec. 38.9.5. Payments on termination of or permanent discontinuance of contributions to Plan.

If the Plan is terminated as herein provided, or if it should be partially terminated, or upon the complete discontinuance of City Contributions to the Plan, the following procedure shall be followed, except that, in the event of a partial termination, it shall be followed only in cases of those Participants and Beneficiaries directly affected:

(i) The Committee may continue to administer the Plan, but if it fails to do so, its records, books of account and other necessary data shall be turned over to the Trustee and the Trustee shall act on its own motion as hereinafter provided.

(ii) Notwithstanding any other provisions of the Plan, all interests of Participants shall become fully vested and nonforfeitable.

(iii) The value of the Trust and the shares of all Participants and Beneficiaries shall be determined as of the date of termination or discontinuance.

(iv) Distribution to Participants and Beneficiaries shall be made at such time after termination of or discontinuance of contributions to the Plan as shall be determined by the Committee (or the Trustee if no Committee is then acting) not later than the time specified in section 38.5.6.

ARTICLE X. MISCELLANEOUS PROVISIONS

Sec. 38.10.1. Duty to furnish information and documents.

Participants and their Beneficiaries must furnish to the Committee such evidence, data or information as the Committee considers necessary or desirable for the purpose of administering the Plan, and the provisions of the Plan for each person are upon the condition that he will furnish promptly full, true, and complete evidence, data, and information requested by the Committee. All parties to, or claiming any interest under, the Plan hereby agree to perform any and all acts, and to execute any and all documents and papers, necessary or desirable for carrying out the Plan and the Trust.

Sec. 38.10.2. Committee's annual statements and available information.

The Committee shall advise employees of the eligibility requirements and benefits under the Plan. As soon as practicable after making the annual valuations and allocations provided for in the Plan, and at such other times as the Committee may determine, the Committee shall provide each Participant, and each former Participant and Beneficiary with respect to whom an account is maintained, with a statement reflecting the current status of his Accounts. No Participant, except a member of the Committee, shall have the right to inspect the records reflecting the Account of any other Participant. The Committee shall make available for inspection at reasonable times by Participants and Beneficiaries copies of the Plan, any amendments thereto, and all reports of Plan and Trust operations required by law.

Sec. 38.10.3. No enlargement of employment rights.

Nothing contained in the Plan shall be construed as a contract of employment between the City and any person, nor shall the Plan be deemed to give any person the right to be retained in the employment of the City or limit the right of the City to hire or discharge any person with or without cause, or to discipline any Employee.

Sec. 38.10.4. Applicable law.

All questions pertaining to the validity, construction and administration of the Plan shall be determined in conformity with the laws of the State of Michigan.

Sec. 38.10.5. No guarantee.

Neither the Trustee, the Committee, nor the City in any way guarantee the Trust Fund from loss or depreciation or the payment or any benefits which may be or become due to any person from the Trust Fund. No Participant or other person shall have any recourse against the Trustee, the City or the Committee if the Trust Fund is insufficient to provide Plan benefits in full. Nothing herein contained shall be deemed to give any Participant, former Participant, or Beneficiary an interest in any specific part of the Trust Fund or any other interest except the right to receive benefits out of the Trust Fund in accordance with the provisions of the Plan and Trust.

Sec. 38.10.6. Unclaimed funds.

Each Participant shall keep the Committee informed of his current address and the current address of his Beneficiary or Beneficiaries. Neither the City, the Committee nor the Trustee shall be obligated to search for the whereabouts of any person. If the location of a Participant is not made known to the Committee after the mailing of a registered letter, return receipt requested, to the last known address, and after further diligent effort, three years after the date on which distribution of the Participant's Accounts may first be made, distribution may be made as though the Participant had died at the end of the three-year period. If, within one additional year after such three-year period has elapsed, or, within three years after the actual death of a Participant, the Committee is unable to locate any individual who would receive a distribution under the Plan upon the death of the Participant pursuant to section 3.8.5.2 of the Plan, the Adjusted Balance of the Participant's Accounts shall be deemed a forfeiture and shall be used to reduce City Contributions to the Plan for the Plan Year next following the year in which the forfeiture occurs; provided, however, that in the event that the Participant or a Beneficiary makes a claim for any amount which has been forfeited, the benefits which have been forfeited shall be reinstated.

Sec. 38.10.7. Interest nontransferable.

(a) Except as provided in section 38.5.9 in this section, no interest of any person or entity in, or right to receive distributions from, the Trust Fund shall be subject in any manner to sale, transfer, assignment, pledge, attachment, garnishment, or other alienation or encumbrance of any kind; nor may such interest or right to receive distributions be taken, either voluntarily or involuntarily, for the satisfaction of the debts of, or other obligations or claims against, such person or entity, including claims in bankruptcy proceedings. The preceding sentence shall also apply to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order, except as specifically provided for eligible domestic relations orders ("EDROs") pursuant to the Michigan Compiled Laws 38.1701-38.1711 and except as set forth below.

(b) Benefits under the Plan may be assigned pursuant to a domestic relations order which meets the requirements of Section 414(p) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (as if the Plan were the qualified retirement plan of a private employer rather than of a government) (a "QDRO") in whichever of the following methods is specified in such order:

    (i) Unless the Participant has already commenced to receive benefits in an annuity form, a QDRO may divide the value of the Participant's benefits between the Participant and the alternate payee, in which case, the value of the benefits payable to the alternate payee shall be deducted from the Participant's benefits. The alternate payee shall have the right to receive such benefits in any form available to a Participant, except a joint and survivor annuity for the alternate payee and his or her subsequent spouse, and commencing at any time after the Participant attains earliest retirement age, but prior to the Participant's Required Distribution Date, and, as specified in the QDRO or as specified by the alternate payee if the QDRO does not specify a form and/or time for payment. Effective July 1, 2002, the benefits payable to an alternate payee pursuant to a QDRO and this Section shall be paid as soon as administratively feasible after the Committee determines that the order meets the requirements of

Section 414(p) of the Code. Benefits awarded to the alternate payee in the QDRO shall be paid whether or not the Participant dies prior to such payment, and the alternate payee shall have the right to designate a Beneficiary to receive benefits in the event of the alternate payee's death to the extent permitted for a Participant electing the same form of payment, unless the QDRO provides otherwise.

(ii) If a Participant has already started to receive his benefits, the form of payment may not be changed, and if the form of payment is a joint and survivor annuity, the joint annuitant may not be changed.

(iii) An order shall not be an EDRO or a QDRO unless it includes directions with respect to the Participant's benefits. An order shall (a) direct that all, any, or no portion of the Participant's benefits be awarded to the alternate payee; (b) direct the form of payment of the alternate payee's share of the benefits, which may only be as an annuity if the order is an EDRO, but which may be in another form if the order is a QDRO.

(iv) The Committee may charge for the cost to review the EDRO or QDRO by the Plan's attorney. An order shall not be an EDRO or QDRO unless it includes directions on who will pay such charges. In the event a portion of a Participant's benefit is assigned to an alternate payee pursuant to an EDRO or QDRO, the alternate payee's choice of a form of payment shall not affect the right of the Participant to independently elect a form of payment of the remainder of benefits, unless the alternate payee is designated as the Participant's surviving spouse in an EDRO or unless the Participant's benefits are already in pay status (in which case the form of payment is already fixed.)

Notwithstanding anything in this Plan to the contrary, the benefits payable to an alternate payee pursuant to a qualified domestic relations order and this section 38.10.7 may be paid in a lump sum as soon as administratively feasible after the Committee determines that the order meets the requirements of Section 414(p) of the Code (a QDRO), if so directed in such order.

Sec. 38.10.8. Prudent Person rule.

Notwithstanding any other provision of this Plan, the Trustee, the Committee and the City shall exercise their powers and discharge their duties under this Plan solely in the interest of the Participants and their Beneficiaries, and to act with the same care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a similar capacity and familiar with those matters would use in the conduct of a similar enterprise with similar aims. Subject to the terms of the preceding sentence, the Trustee or investment manager shall diversify investments of the Trust Fund so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so, and shall invest the Trust Fund for the exclusive purposes of providing benefits to Participants and their Beneficiaries and of defraying reasonable expenses of investing the Trust Fund, and shall further discharge its duties in accordance with the Investment of Funds of Public Employee Retirement Systems Act.

Sec. 38.10.9. Limitations on liability.

Notwithstanding any other of the preceding provisions of the Plan the Trustee, the City, the Committee and each individual acting as an employee or agent of any of them shall not be liable to any Participant, former Participant or Beneficiary for any claim, loss, liability or expense incurred in connection with the Plan, except when the same shall have been judicially determined to be due to the gross negligence or willful misconduct of such person. The City shall, to the extent permitted by law, indemnify and hold harmless each individual acting as an employee or agent of the City (including Committee members) from any and all claims, liabilities, costs and expense (including attorneys' fees) arising out of any actual or alleged act or failure to act with respect to the administration of the Plan, except that no indemnification or defense shall be provided to any person with respect to conduct which has been judicially determined, or agreed by the parties, to have constituted bad faith or willful misconduct on the part of such person, or to have resulted in his receipt of personal profit or advantage to which he is not entitled.

Sec. 38.10.10. Headings.

The headings in this Plan are inserted for convenience of reference only and are not to be considered in construction of the provisions hereof.

Sec. 38.10.11. Gender and number.

Except when otherwise required by the context, any masculine terminology in this document shall include the feminine, and any singular terminology shall include the plural.

Sec. 38.10.12. Severability.

If a court of competent jurisdiction holds any provision of this Plan to be invalid or unenforceable, the remaining provisions of the Plan shall continue to be fully effective.

City of Romulus

Treasurer's Report

Council Meeting Held: **March 25, 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 25, 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 25, 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: **March 25, 2024**
Item No. 10.

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 25, 2024**

Item No. A.

General Description: Approval of Warrant #: 24-06 for checks presented in the amount of $1,148,650.75.

Resolution No. ___________________

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

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

MOTION CARRIED UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

CITY OF ROMULUS
WARRANT REGISTER SUMMARY

Council Meeting Date: March 25, 2024
Warrant Number: 24-06

TOTAL WARRANT REGISTER **1,148,650.75**

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

3/20/2024 **CHECK DISBURSEMENT REPORT FOR CITY OF ROMULUS**
CHECK DATE FROM 03/07/24 - 03/20/24

Fund		Amount
Total for fund 101	General Fund	143,499.35
Total for fund 202	Major Street Fund	5,253.19
Total for fund 203	Local Street Fund	18,449.82
Total for fund 205	Public Safety Fund	78,633.73
Total for fund 211	Cable TV	404.54
Total for fund 218	Merriman Rd. Spec. Assess	14,482.14
Total for fund 220	Oakwood SAD	82.61
Total for fund 226	Garbage & Rubbish Collection Fund	100,620.49
Total for fund 260	Michigan Indigent Defense Fund	5,530.00
Total for fund 261	911 Service Fund	51,082.18
Total for fund 268	Narc Forfeiture - State	1,933.00
Total for fund 271	Library Fund	7,936.53
Total for fund 295	DDA	935.66
Total for fund 297	T.I.F.A. District #2	63,097.13
Total for fund 402	Vining Road Exten - Ecorse Const	22,221.51
Total for fund 592	Water & Sewer Fund	246,424.12
Total for fund 661	Motor Vehicle	153,129.97
Total for fund 664	Technology Services	3,438.18
Total for fund 676	Retiree's Ins. Benefits	2,677.02
Total for fund 701	Revolving Fund	28,183.00
Total for fund 703	Current Tax	11,399.54
Total for fund 705	Delq. Pers. Prop. Fund	46,787.03
Total for fund 750	Payroll Fund	142,450.01
TOTAL - ALL FUNDS		1,148,650.75

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank POOL POOLED CASH						
03/12/2024	POOL	84648	1980	COMCAST	8529 10 214 0281543 BUSINESS CABLE 03/18	166.02
03/12/2024	POOL	84649	0772	DTE ENERGY	MUNICIPAL COMPLEX FEB 2024	11,090.87
03/12/2024	POOL	84650	0006	MDHHS BUREAU OF FINANCE	PAYMENT FOR INKSTER RESIDENT	349.11
03/12/2024	POOL	84651	0670	VERIZON WIRELESS	342127256-00001 02/02/24 - 03/01/24 ALL	3,903.66
03/12/2024	POOL	84652	3740	NAVIA BENEFITS	REFUND OVERPAYMENT MADE BY NAVIA BENEFIT	65.34
03/13/2024	POOL	84653	MISC	STATE OF MICHIGAN	DISBURSE 2023 C.T. FOR SEPT 16-30, 2023	2,063.64
03/20/2024	POOL	1593(E)	1468	CITY OF ROMULUS	11147 HUNT WATER BILL, 02/01/24 - 02/29/	17.71
03/20/2024	POOL	1594(E)	1468	CITY OF ROMULUS	37230 NORTHLINE WATER BILL 02/01/24 - 02	101.50
03/20/2024	POOL	1595(E)	1468	CITY OF ROMULUS	11165 OLIVE B WATER BILL 02/01/24 - 02/2	86.83
03/20/2024	POOL	1596(E)	1468	CITY OF ROMULUS	11165 OLIVE A WATER BILL 02/01/24 - 02/2	65.37
03/20/2024	POOL	1597(E)	1468	CITY OF ROMULUS	11189 SHOOK WATER BILL 02/01/24 - 02/29/	24.86
03/20/2024	POOL	1598(E)	1468	CITY OF ROMULUS	36525 BIBBINS WATER BILL, 02/01/24 - 02	115.07
03/20/2024	POOL	1599(E)	1468	CITY OF ROMULUS	12300 WAYNE WATER BILL 02/01/24 - 02/29/	122.99
03/20/2024	POOL	1600(E)	1468	CITY OF ROMULUS	11111 WAYNE WATER BILL 02/01/24 - 02/29/	165.95
03/20/2024	POOL	1601(E)	1468	CITY OF ROMULUS	7221 MIDDLEBELT WATER BILL 02/01/24 - 02	137.31
03/20/2024	POOL	1602(E)	1468	CITY OF ROMULUS	12600 WAYNE WATER BILL 02/01/24 - 02/29	259.22
03/20/2024	POOL	1603(E)	1468	CITY OF ROMULUS	28777 EUREKA WATER BILL 02/01/24 - 02/29	151.62
03/20/2024	POOL	1604(E)	1468	CITY OF ROMULUS	6900 WAYNE WATER BILL 02/01/24 - 02/29/2	101.50
03/20/2024	POOL	1605(E)	1468	CITY OF ROMULUS	11121 WAYNE WATER BILL 02/01/24 - 02/29/	100.76
03/20/2024	POOL	1606(E)	1468	CITY OF ROMULUS	11131 WAYNE WATER BILL 02/01/24 - 02/29/	122.99
03/20/2024	POOL	1607(E)	1468	CITY OF ROMULUS	11129 WAYNE, NEW 34TH DIST. COURT 02/01/	327.43
03/20/2024	POOL	1608(E)	0581	COMERICA COMM. CARD SERV.	KEVIN KRAUSE COMERICA CARD PURCHASES FOR	25.00
					PATTY BRADEN COMERICA CARD PURCHASES FOR	34.09
					GARY HARRIS COMERICA CARD PURCHASES FOR	1,492.67
					ELLEN CRAIG-BRAGG COMERICA CARD PURCHASE	3,640.75
					ROBERTO SCAPPATICCI COMERICA CARD PURCHA	3,693.94
					ROBERTO SCAPPATICCI COMERICA CARD PURCHA	87.98
					MIKE LASKASKA COMERICA CARD PURCHASES FO	725.00
						9,699.43
03/20/2024	POOL	1609(E)	0012	DTE ENERGY	6900 WAYNE - FIRE STATION #3 02/01/24 -	60.82
					OAKWOOD STORM SEWER PUMP STATION - 15409	82.61
					38205 BARTH - EMERGENCY SIREN 02/01/24 -	29.73
					16869 BRANDT - CREEKSIDE PUMP STATION 02	63.09
					12055 WAYNE - BIRD HOUSE 02/03/24 - 03/	10.55
					VINING RD HOT BOX - 34155 GODDARD - 02/0	1,087.51
					12300 WAYNE - ANIMAL SHELTER 02/03/24 -	661.23
					11147 HUNT - HISTORICAL PAVILLION - 02/	65.07
					10202 SHOOK RD - CEMETERY - 02/03/24 -	37.39
					11120 HUNT - SCHOOL HOUSE @ HISTORICAL P	58.04
					9755 OZGA - ELMER JOHNSON PARK 02/03/24	65.07
					11189 SHOOK - CHAMBER BLDG 02/03/24 - 03	217.47
					7506 MERRIMAN - LANDSCAPING SERVICE PERI	281.72
					7219 MIDDLEBELT - FIRE #2 02/02/24 - 03	901.49
					6241 DEXTER - BOICE PARK 02/03/24 - 03/	45.90
					37230 NORTHLINE- FS #1 02/03/24 - 03/05	131.09
					38834 HURON RIVER DR - WATER PUMP 02/08/	79.92
					6061 COLUMBUS - FERNANDEZ PARK 02/09/24	17.63
					10942 WAYNE - WELCOME TO ROMULUS SIGN -	20.42
					36525 BIBBINS - SR CTR - 02/13/24 - 03/1	1,669.95
					12600 WAYNE - DPW - 02/13/24 - 03/12/24	2,181.91
					11165 OLIVE - POLICE STATION - 02/13/24	2,474.07
					28777 EUREKA - FS #4, - 02/13/24 - 03/1	911.35
					35257 GODDARD - AMBULANCE BUILDING - 02/	105.94
						11,259.97
03/20/2024	POOL	1610(E)	0012	DTE ENERGY	31558 GODDARD - WATER PUMP 02/03/24 - 03	1,614.80
03/20/2024	POOL	1611(E)	0891	HOME DEPOT	23/24 BLANKET PO FOR MISC SUPPLIES - DPW	139.47
					23/24 BLANKET PO FOR MISC SUPPLIES - DPW	298.04
					23/24 BLANKET PO FOR MISC SUPPLIES - DPW	12.45
					23/24 BLANKET PO FOR MISC SUPPLIES - DPW	39.99
					23/24 BLANKET PO FOR MISC SUPPLIES - DPW	36.19
					23/24 BLANKET PO FOR MISC SUPPLIES - DPW	13.00
					23/24 BLANKET PO FOR MISC SUPPLIES - DPW	8.96
					23/24 BLANKET PO FOR MISC SUPPLIES - DPW	7.56
					23/24 BLANKET PO FOR MISC SUPPLIES - DPW	39.97
					DOOR LOCK REPLACEMENT AT CHAMBER BLDG	63.47
					LIBRARY PURCHASE LIGHT BULBS	18.60
					LIBRARY PURCHASE WALL PLATE	3.57

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					LIBRARY PURCHASE SST BLANK WALLPLT, AMP	11.97
					LIBRARY PURCHASE CREDIT	(2.23)
						691.01
03/20/2024	POOL	1612(E)	3992	INVOICE CLOUD INC.	INVERTED PO FOR MONTHLY FEES FOR CREDIT	839.75
03/20/2024	POOL	1613(E)	3034	MI. CONF. OF TEAMSTERS WELFARE FUND	MCTWF INSURANCE - APRIL 2024	140,819.40
03/20/2024	POOL	1614(E)	2947	NATIONAL VISION ADMINISTRATORS, LLC	VISION COVERAGE FOR FEBRUARY 2024	1,813.96
					VISION COVERAGE FOR MARCH 2024	1,807.44
						3,621.40
03/20/2024	POOL	1615(E)	3740	NAVIA BENEFIT SOLUTIONS - LOCKBOX	NAVIA FOR FEBRUARY 2024	150.00
03/20/2024	POOL	84654	2942	AIRGAS, INC.	23/24 BLANKET PO- AIRGAS INC -FOR OXYGE	77.99
03/20/2024	POOL	84655	3336	ALLIE BROTHERS, INC	UNIFORM GROMMETS ADDED TO VEST CARRIERS	140.00
					UNIFORM ITEMS (SWAT)	160.00
					UNIFORM ITEMS	1,011.66
					CAMERA MOUNT & UNIFORM GROMMETS ADDED TO	70.00
						1,381.66
03/20/2024	POOL	84656	1567	ALPHA PSYCHOLOGICAL SERVICES, PC	NEW HIRE PSYCH EXAMINATION	775.00
					NEW HIRE PSYCH EXAMINATION	775.00
						1,550.00
03/20/2024	POOL	84657	2804	AMAZON CAPITAL SERVICES	AVERY LABELS	286.30
					AFTERMARKET AFTERLIFE	17.00
					STORAGE BINS, SEED PACKS, MURDER MYSTERY	241.95
					SNOW ANGELS DVD	11.58
					CRAFT SUPPLIES, BEADS, JEWELRY MAKING KI	142.19
					PLASTIC DESK ORGANIZER	23.08
					TIME CARDS WEEKLY 2 SIDED	32.20
					WIFI BOOSTER CASE, HOT GLUE STICKS, GLUE	98.85
					HAND SANITIZER	13.49
					THE MAGIC SCHOOL BUS COMPLETE SERIES	49.96
					STACKABLE PLASTIC STORAGE BINS	34.99
					STICKER PAPER FOR INKJET PRINTER	37.52
					2-TIER TRAYS CRAFT STORAGE	24.98
					ETHIC 6	23.02
					ACRYLIC PAINT SET	75.37
					DUNE BOOK 1, CHILDREN OF DUNE	114.24
					ETHIC 1-6	212.91
						1,439.63
03/20/2024	POOL	84658	4027	AMAZON CAPITAL SERVICES	BOOKS FOR FIRE & EMERGENCY SERVICES CLAS	129.22
					ON THE CLOCK TOUR EVENT ITEMS	225.89
					BLDG DEPT OFFICE SUPPLIES	155.15
					TRASH PICKERS	842.80
					LAPTOP BAG, DRY ERASE BOARD AND OFFICE S	392.72
					OFFICE SUPPLIES	34.86
					CITY CERT INSPECTION PAPER	75.68
					COM DEV OFFICE SUPPLIES	67.96
					OFFICE SUPPLIES	28.72
					JUMP STARTER BATTERY PACK - STATION #4	54.89
					FIRE DEPT: STATION 4 CABINET KNOBS & AIR	35.92
					PENS AND STAPLES FOR ASSESSOR OFFICE	41.26
					REPLACEMENT TOOLS	116.90
					NAME PLATE FOR COUNCILMAN WILSON	20.46
					SANITIZING WIPES FOR PRECINCTS AND EARLY	80.97
					SUPPLIES FOR ELECTION & EARLY VOTING	146.78
					CHAIR COVER - PLANNING DEPARTMENT	10.99
					COM DEV OFFICE SUPPLIES	58.63
					OFFICE SUPPLIES, TRAINING ROOM AND MECHA	55.84
						2,575.64
03/20/2024	POOL	84659	4317	AMY AGIUS	ON THE CLOCK TOUR AIRBRUSH TATTOO ARTIST	1,300.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
03/20/2024	POOL	84660	4078	ANCONA CONTROLS, INC.	ITB 21/22-07 PREVENTITIVE MAINTENANCE AN	350.00
					ITB 21/22-07 PREVENTITIVE MAINTENANCE AN	350.00
					ITB 21/22-07 PREVENTITIVE MAINTENANCE AN	350.00
					ITB 21/22-07 PREVENTITIVE MAINTENANCE AN	450.00
					ITB 21/22-07 PREVENTITIVE MAINTENANCE AN	375.00
					ITB 21/22-07 PREVENTITIVE MAINTENANCE AN	425.00
					ITB 21/22-07 PREVENTITIVE MAINTENANCE AN	375.00
						2,675.00
03/20/2024	POOL	84661	3209	ANTHONY HOTI	BD BOND REFUND 35831 BEVERLY	375.00
03/20/2024	POOL	84662	2903	APPLIED INNOVATION	CONTRACT BASE RATE MARCH 2024 ADDITIONAL	738.71
03/20/2024	POOL	84663	4323	ARTISAN RESERVE, INC	SBA GRANT RECIPIENT 2024 - WINDOW 1	10,000.00
03/20/2024	POOL	84664	0529	ASSOCIATED NEWSPAPERS OF MICHIGAN	ITB 22/23-11 ASSOC. NEWS PUBLICATION 7/1	178.13
					ITB 22/23-11 ASSOC. NEWS PUBLICATION 7/1	83.13
					ITB 22/23-11 ASSOC. NEWS PUBLICATION 7/1	59.38
					ITB 22/23-11 ASSOC. NEWS PUBLICATION 7/1	219.69
						540.33
03/20/2024	POOL	84665	1081	ATCHINSON FORD SALES, INC.	23/24 BLANKET PO MISC VEHICLE REPAIRS -	114.97
03/20/2024	POOL	84666	3649	AUTO VALUE OF ROMULUS	23/24 BLANKET PO FOR MISC MECHANIC PURCH	5.56
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	168.56
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	38.09
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	176.36
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	15.98
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	178.99
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	21.39
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	159.27
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	92.46
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	30.82
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	98.00
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	276.12
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	31.27
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	18.51
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	16.11
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	55.28
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	39.99
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	42.19
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	41.78
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	17.98
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	184.96
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	113.78
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	32.22
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	4.19
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	52.19
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	141.19
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	48.04
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	(47.18)
						2,054.10
03/20/2024	POOL	84667	1683	BAKER & TAYLOR	ACCOUNT # 251637 L154147 2 B00000	597.65
					ACCOUNT # 251637 L154147 2 B00000	291.31
					ACCOUNT # 251637 L154147 2 B00000	220.02
					ACCOUNT # 251637 L154147 2 B00000	146.38
					ACCOUNT # 251637 L154147 2 B00000	217.51
						1,472.87
03/20/2024	POOL	84668	0417	BLUE RIBBON CONTRACTING INC.	DPW SPOILS STOCKPILE REMOVAL	11,625.00
03/20/2024	POOL	84669	0231	BOOMER CO.	23/24 BLANKET PO FOR MISC SUPPLIES LOCAL	292.32
03/20/2024	POOL	84670	0064	BOUND TREE MEDICAL LLC	23/24 BLANKET PO - MEDICAL SUPPLIES AND	63.68
					23/24 BLANKET PO - MEDICAL SUPPLIES AND	671.72
						735.40
03/20/2024	POOL	84671	2956	BSB COMMUNICATIONS, INC.	BLANKET PO FY 23/24 TECH SERVICES BSB EM	175.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					BLANKET PO FY 23/24 TECH SERVICES BSB EM	87.50
					BLANKET PO FY 23/24 TECH SERVICES BSB EM	93.75
					WORK DONE BY BSB COMMUNICATIONS ON E9-1-	1,950.25
						2,306.50
03/20/2024	POOL	84672	3705	CABLING AND MORE	INSTALLATION OF SECURITY CAMERA @ SR. CT	200.00
03/20/2024	POOL	84673	MISC	CAITLIN VERSELE	REIMBURSE MILEAGE SPRING INSTITUTE CONFE	146.04
03/20/2024	POOL	84674	1270	CARLISLE WORTMAN ASSOCIATES	QUICK TRIP SLU#2023-012 PERIOD ENDING 1/	781.50
					QUICK TRIP SLU#2023-012 PERIOD ENDING 1/	202.50
					GENERAL CONSULATION	1,102.50
					SAVOY OIL WELL PERIOD ENDING 1/31/24	381.50
					SAFEWAY OIL PERIOD ENDING 1/31/24	714.00
					MAVERICK SLU / REZONING PERIOD ENDING 1/	2,474.00
					MAVERICK SLU / REZONING PERIOD ENDING 1/	270.00
					CLIENT NO:374 AVIS CAR STORAGE LOT	135.00
					CLIENT NO:374 PILOT REZONING AND SLU	2,671.50
					CLIENT NO:374 SAVOY OIL WELL	810.00
					CLIENT NO: 374 MAVERICK SLU / REZONING	1,695.00
					CLIENT NO: 374 SAFEWAY OIL	337.50
					CLIENT NO: 374 SUPER Y	174.00
						11,749.00
03/20/2024	POOL	84675	3092	CENTER POINT LARGE PRINT	CHRISTIAN SERIES	46.74
03/20/2024	POOL	84676	3606	CITY OF LIVONIA	2024 FISCAL YEAR WESTERN WAYNE COUNTY M	1,500.00
03/20/2024	POOL	84677	4215	COMMERCIAL REAL ESTATE EXCHANGE, IN	MONTHLY REAL ESTATE CONSULTING FY 23/24	139.00
03/20/2024	POOL	84678	3060	CONSTANT CONTACT, INC	CONSTANT CONTACT - EMAIL	680.40
03/20/2024	POOL	84679	0885	COPELAND MICHAEL - SHIRLEY	2023 Win Tax Refund 80 141 01 0077 000	14.27
03/20/2024	POOL	84680	0885	COPELAND MICHAEL - SHIRLEY	2023 Sum Tax Refund 80 141 01 0077 000	73.56
03/20/2024	POOL	84681	0885	CORELOGIC COMMERCIAL REAL	2023 Win Tax Refund 80 999 00 2017 077	1,309.42
03/20/2024	POOL	84682	4283	COVETRUS NORTH AMERICA	MEDICATION FOR ANIMAL SHELTER	65.88
03/20/2024	POOL	84683	0225	CROVA SALES & SERVICE	23/24 BLANKET PO FOR CROVA SALES - DPW	153.00
03/20/2024	POOL	84684	3209	DANIEL BOHNETT	BD BOND REFUND 37217 ECORSE	5,000.00
03/20/2024	POOL	84685	3791	DAVID L KING JR.	DJ SERVICE FOR ON THE CLOCK TOUR APRIL 6	450.00
03/20/2024	POOL	84686	3495	DOMINION VOTING SYSTEMS, INC.	BLANKET PO - ELECTION CODING	1,975.00
03/20/2024	POOL	84687	0411	DORNBOS SIGN & SAFETY INC	INVENTORY STOCK - REPLENISH & NEW ITEMS	1,331.50
03/20/2024	POOL	84688	3253	DORRIS BENNETT	MARCH 2024 RETIREE HEALTH INS REIMBURSEM	420.89
03/20/2024	POOL	84689	2979	DORSEY EMERGENCY MEDICAL ACADEMY	CPR AED INSTRUCTOR CLASS ALLGOOD 3/01/20	186.00
03/20/2024	POOL	84690	2594	DOWNRIVER UTILITY WASTEWATER AUTHOR	MARCH 2024 EXCESS FLOW	169,970.20
03/20/2024	POOL	84691	3475	FERGUSON WATERWORKS #3386	20" REPAIR CLAMP	800.00
					METER ACCURACY TESTING	1,500.00
						2,300.00
03/20/2024	POOL	84692	1346	FERRELLGAS, LP	23/24 BLANKET PO FOR - MECHANICS - DPW	172.54
03/20/2024	POOL	84693	4220	FLOCK GROUP INC	SOLE SOURCE PURCHASE AND INSTALLATION OF	31,797.77
03/20/2024	POOL	84694	3829	FOSTER BLUE WATER OIL, LLC	23/24 INVERTED PO - ITB 19/20-21 2 YEAR	155.00
					23/24 INVERTED PO - ITB 19/20-21 2 YEAR	1,814.24
						1,969.24
03/20/2024	POOL	84695	4280	FUN FLICKS PHOTO BOOTH LLC	ON THE CLOCK TOUR PHOTOBOOTH RENTAL APRI	600.00
03/20/2024	POOL	84696	2703	GALE/CENGAGE LEARNING	MARCH BESTSELLERS	63.98
03/20/2024	POOL	84697	0951	GANDOL INC	RFQ 23/24-01 HANDICAP DOOR OPERATOR FOR	9,250.00
03/20/2024	POOL	84698	0128	GIARMARCO, MULLINS, & HORTON, PC	ACCOUNT 70085-004B 2/5/24 - 2/28/24 General	7,656.80
					ACCOUNT 70085-012B 2/14/24 Treasurer	75.00
					ACCOUNT 70085-010B 2/7/24 - 2/22/24 Building	247.50
					ACCOUNT 70085-011B 2/6/24 - 2/26/24 Clerks	1,147.50
					ACCOUNT 70085-055B 2/7/24 - 2/22/24 Building / Police	300.00
					ACCOUNT 70085-005B 2/7/24 - 2/29/24 Human Resources	1,875.00
					ACCOUNT 70085-000B 2/8/24 - 2/29/24 DPW	1,105.00
					ACCOUNT 70085-008B 2/5/24 - 2/23/24 DPW	502.50
					ACCOUNT 70085-070B 2/20/24 Planning	360.00
					ACCOUNT 70085-056B 2/9/24 - 2/27/24 Planning	450.00
					ACCOUNT 70085-072B 2/28/24 Planning	195.00
					ACCOUNT 70085-015B 2/13/24 - 2/21/24 Planning	885.00
						14,799.30

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
03/20/2024	POOL	84699	2625	GLG PRINT	COR ITB 21/22-11 23/24 WATER BILL PRINTI	2,029.97
					ITB 21/22-11 ASSESSMENT NOTICE	5,065.38
						7,095.35
03/20/2024	POOL	84700	0631	GORDON FOOD SERVICE, INC.	EASTER LUNCHEON SALAD MASH POTATOES	272.34
03/20/2024	POOL	84701	2822	GORNO FORD	PIGGYBACK MIDEAL #071B7700181 (3) 2023 F	143,457.00
					REPAIRS FOR #210 - WATER DEPARTMENT	1,041.62
						144,498.62
03/20/2024	POOL	84702	0338	GRAINGER INC.	23/24 BLANKET PO - GRAINGER - MISC. MAI	15.76
03/20/2024	POOL	84703	3575	GREAT LAKES POWER & LIGHTING	LIGHT POLE REPAIR IN FRONT OF LEONARDOS	7,845.42
03/20/2024	POOL	84704	4307	GRECO LAW PLLC	LEGAL SERVICES FOR FEBRUARY 2024	11,967.36
03/20/2024	POOL	84705	3433	GROUP 31 SUPPLY	TOOL KITS FOR NEEDED REPAIR	526.15
03/20/2024	POOL	84706	2995	HALLAHAN & ASSOCIATES, P.C.	PROFESSIONAL SERVICES THROUGH FEBRUARY 2	155.04
03/20/2024	POOL	84707	1420	HYDROCORP, INC.	23/24 INVERTED PO - ITB 17/18-25 5 YR C	6,805.00
03/20/2024	POOL	84708	4206	IMAGE PRINTING	ENVELOPES, CITY RETURN ADDRESS	725.00
03/20/2024	POOL	84709	3209	INFINITY - PRESERVES OF ROMULUS LLC	BD BOND REFUND 33376 GAINSBORO CT	200.00
					BD BOND REFUND 33322 SADDLEBACK	300.00
					BD BOND REFUND 33298 SADDLEBACK	300.00
					BD BOND REFUND 7244 CORAL	200.00
					BD BOND REFUND 7244 CORAL	1,000.00
					BD BOND REFUND 33484 GAINSBORO CR	300.00
					BD BOND REFUND 33436 GAINSBORO CT	200.00
					BD BOND REFUND 33249 SADDLEBACK	200.00
						2,700.00
03/20/2024	POOL	84710	3209	INFINITY CONSTRUCTION SERVICES LLC	BD BOND REFUND 33307 SIENNA	475.00
03/20/2024	POOL	84711	3209	INFINITY-GATEWAY LLC	BD BOND REFUND 6190 INVERNESS	200.00
					BD BOND REFUND 6141 INVERNESS	538.00
					BD BOND REFUND 33519 SAND PIPER	200.00
						938.00
03/20/2024	POOL	84712	3209	INFINITY-GATEWAY LLC	BD BOND REFUND 6073 BAY HILL CT	250.00
03/20/2024	POOL	84713	0738	INTERNATIONAL CONTROLS & EQUIPMENT	REPLACE BROKEN GATE OPENER AT POLICE	285.00
03/20/2024	POOL	84714	2567	J & B MEDICAL SUPPLY CO. INC	23/24 BLANKET PO - J&B MEDICAL - FIRE D	234.00
03/20/2024	POOL	84715	0075	J & M TOWING	23/24 BLANKET PO TOWING FOR DISABLED CIT	175.00
					23/24 BLANKET PO TOWING FOR DISABLED CIT	150.00
					23/24 BLANKET PO TOWING FOR DISABLED CIT	250.00
						575.00
03/20/2024	POOL	84716	1896	JAM BEST ONE FLEET SERVICE	ITB 21/22-13 TIRES FOR C3 VANS	497.92
03/20/2024	POOL	84717	3785	JEFFREY E. BOWDICH	MIDC SERVICE HOURS ATTORNEY JEFFREY BOWD	2,850.00
03/20/2024	POOL	84718	3209	JENKINS JR, BENNY	BD BOND REFUND 12851 HARRISON	250.00
03/20/2024	POOL	84719	4131	JENNIFER KRAFT	POP A CARD FOR NFL DRAFT EVENT 4.6.2024	100.00
					POP A CARD- 2024 EASTER EGG HUNT	80.00
						180.00
03/20/2024	POOL	84720	0885	JOHNSON-WASHINGTON LISA	2023 Win Tax Refund 80 027 03 0075 000	0.52
03/20/2024	POOL	84721	0108	K & K MAINTENANCE SUPPLY INC.	SOAP FOR CLEANING ANIMAL SHELTER	775.00
03/20/2024	POOL	84722	3820	K-M LAW PLLC	MIDC SERVICE HOURS ATTORNEY KRYSTAL-MARI	1,230.00
03/20/2024	POOL	84723	3721	KELLER THOMA PC	CLIENT 005018, GENERAL; PROFESSIONAL SER	2,392.50
03/20/2024	POOL	84724	3072	KIMBALL MIDWEST	NEEDED SHOP SUPPLIES	515.13
					SUPPLIES NEEDED FOR PICNIC TABLE REPAIRS	212.00
						727.13
03/20/2024	POOL	84725	3209	LARRY & MATTIE DUNLAP	BD BOND REFUND 16278 BRANDT	250.00
03/20/2024	POOL	84726	3777	LAW OFFICES OF SAMER N. JADALLAH	MIDC SERVICE HOURS ATTORNEY SAMER JADALL	290.00
03/20/2024	POOL	84727	3777	LAW OFFICES OF SAMER N. JADALLAH	MIDC SERVICE HOURS ATTORNEY SAMER JADALL	1,160.00
03/20/2024	POOL	84728	0023	LIBERTY PLUMBING SUPPLY	23/24 BLANKET PO FOR WATER & SEWER MISC	127.52
03/20/2024	POOL	84729	3477	LINDE GAS & EQUIPMENT INC.	23/24 BLANKET PO MISC MECHANIC WELDING S	188.90

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
03/20/2024	POOL	84730	MISC	MARK CORTES	CDL LICENSE RENEWAL REIMBURSEMENT	25.00
03/20/2024	POOL	84731	2666	MAURER'S TEXTILE RENTAL SERVICES	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	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
						390.94
03/20/2024	POOL	84732	3704	MECHANICAL SPECIALTIES, INC.	NEW FLOATS FOR SUMP PUMPS @ CITY HALL	366.85
03/20/2024	POOL	84733	0088	MESSENGER PRINTING SERVICE INC.	BUSINESS CARDS FOR RAE LIPKOWSKI	69.50
					BUSINESS CARDS FOR COUNCILWOMAN WILLIAMS	69.50
						139.00
03/20/2024	POOL	84734	3988	METRO ALARM SYSTEMS LLC	SYSTEM MONITORING - DPW, SENIOR CENTER F	65.98
					MONITORING CITY HALL & LIBRARY FIRE ALAR	445.98
					COMMERCIAL FIRE SERVICE, INSTALLATION PL	445.98
						957.94
03/20/2024	POOL	84735	2916	MI ASSOC OF MUNICIPAL CEMETERIES	2024 MAMC - CEMETERY MEMBERSHIP DUES FOR	45.00
					2024 MAMC CONFERENCE REGISTRATION FOR SE	318.00
						363.00
03/20/2024	POOL	84736	3023	MI CUSTOM SIGNS	BANNER SIGNS MERRIMAN RD	2,520.00
03/20/2024	POOL	84737	3204	MICHIGAN LIBRARY ASSOCIATION	SPRING INSTITUTE FOR YOUTH SERVICES 2024	295.00
03/20/2024	POOL	84738	1104	MICHIGAN STATE POLICE	23/24 BLANKET PO FOR LIVESCAN USAGE 07/1	129.75
03/20/2024	POOL	84739	0427	MIDWEST TAPE	CUSTOMER # 2000005771 BOOKS	82.21
03/20/2024	POOL	84740	0885	MILLENNIUM TECHNOLOGY INC	2023 Win Tax Refund 80 051 99 0019 701	6,155.91
03/20/2024	POOL	84741	2902	MONAGHAN, PC	WAYNE RD SIDEWALK PROJECT BILLING THRU 2	22,221.51
03/20/2024	POOL	84742	2619	MOTOROLA SOLUTIONS, INC.	PIGGYBACK ON MIDEAL CONTRACT#19000000154	50,433.80
					PIGGYBACK ON MIDEAL CONTRACT#19000000154	580.44
						51,014.24
03/20/2024	POOL	84743	MISC	NICHOLAS PACE	CDL LICENSE RENEWAL REIMBURSEMENT	25.00
03/20/2024	POOL	84744	0442	NORTHSIDE TRUE VALUE HARDWARE	KEYS FOR CHAMBER BUILDING	8.07
					23/24 BLANKET PO FOR MISC BUILDING MAINT	15.29
						23.36
03/20/2024	POOL	84745	3917	NYE UNIFORM CO	ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	389.00
					ITB 20/21-06 HELQUIST & UPHOFF UNIFORM J	150.00
					ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	455.50
					ITB 20/21-06 WALLER & DABBS NEW HIRE UNI	252.00
						1,246.50
03/20/2024	POOL	84746	4316	OCCMED CONNECT	PHYSICALS, DRUG SCREENS	909.00
03/20/2024	POOL	84747	0736	ORCHARD, HILTZ & MCCLIMENT	2024 CONCRETE REPAIR PROGRAM	12,221.25
					HERMAN/GODDARD HMA REPAIRS	1,128.75
					I-94 AND MERRIMAN ROAD BRANDING	7,668.00
					I-94 AND MERRIMAN ROAD BRANDING	20,344.50
					SMITH ROAD WATER MAIN REPLACEMENT	23,847.75
					NORTHLINE ROAD REHABILITATION	6,781.25
					GODDARD ROAD RECONSTRUCTION	4,229.25
						76,220.75
03/20/2024	POOL	84748	0266	OSBORNE CONCRETE COMPANY INC.	23/24 BLANKET PO FOR MISC.CONCRETE PURCH	1,028.00
03/20/2024	POOL	84749	0148	PARAGON LABORATORIES, INC.	HAA5/THM FIRE STATION #4 WO#391788	184.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
03/20/2024	POOL	84750	3104	PETE'S AUTO UPHOLSTERY & TRIM	CAPT 6 DOOR REPAIR	150.00
03/20/2024	POOL	84751	2960	PHOENIX SAFETY OUTFITTERS, LLC.	TURNOUT BOOTS FOR DABBS & HAYNES (NEW HI	375.00
					ITB 18/19-20 TURNOUT GEAR RENTAL FY 23/2	1,000.00
					TURNOUT BOOTS FOR (NEW HIRE)	375.00
					TURNOUT GEAR RENTAL 3/24-6/24	100.00
						1,850.00
03/20/2024	POOL	84752	0716	PLANTE & MORAN, PLLC	CLIENT 42069, SERVICES RENDERED THRU FEB	4,930.00
03/20/2024	POOL	84753	4242	PPM TREE SERVICE & ARBOR CARE LLC	ITB 22/23-18 MERRIMAN SAD TREE TRIMMING	3,835.00
					ITB 22/23-18 REMOVAL OF DEAD TREE 9740 S	1,700.00
					DPW LOT RID OF 2023 AUGUST STORM DAMAGE	5,100.00
						10,635.00
03/20/2024	POOL	84754	3959	PRETTY FACE CLEANING SERVICES	GROWTH WORKS CLEANING -REIMBURSED THROUG	200.00
					11189 SHOOK RD CLEANING- FY23/24	150.00
					GROWTH WORKS CLEANING -REIMBURSED THROUG	200.00
						550.00
03/20/2024	POOL	84755	4271	RACHEL LEONARD PHOTOGRAPHY	PHOTOGRAPHY SERVICE FOR NFL DRAFT EVENT	300.00
03/20/2024	POOL	84756	0885	REAL ESTATE TITLE AGENCY	2023 Win Tax Refund 80 143 03 0201 000	8.69
03/20/2024	POOL	84757	1952	RITTER GIS, INC.	23/24 INVERTED- GIS SUPPORT SERVICES 7/0	3,697.50
03/20/2024	POOL	84758	0885	ROMULUS COMMUNITY SCHOOLS	DELINQUENT PERSONAL PROPERTY DISBURSEMEN	17,623.57
03/20/2024	POOL	84759	3984	ROMULUS FLOWERS AND GIFTS	2024 WINDOW 1 SMALL BUSINESS GRANT RECIP	10,000.00
03/20/2024	POOL	84760	3209	RONNISCH CONSTRUCTION GROUP	BD BOND REFUND 830 METRO AIRPORT	500.00
					BD BOND REFUND 830 METRO AIRPORT	17,445.00
						17,945.00
03/20/2024	POOL	84761	0189	ROSE PEST SOLUTIONS	23/24 INVERTED PO FOR ROSE PEST SOLUTION	85.00
					23/24 INVERTED PO FOR ROSE PEST SOLUTION	74.00
					23/24 INVERTED PO FOR ROSE PEST SOLUTION	74.00
					23/24 INVERTED PO FOR ROSE PEST SOLUTION	74.00
					23/24 INVERTED PO FOR ROSE PEST SOLUTION	74.00
					23/24 INVERTED PO FOR ROSE PEST SOLUTION	57.00
					23/24 INVERTED PO FOR ROSE PEST SOLUTION	74.00
						512.00
03/20/2024	POOL	84762	MISC	ROSE SWIDAN	CHICKEN FOR EASTER LUNCHEON	70.83
03/20/2024	POOL	84763	0968	SCHOOLCRAFT COLLEGE	WAYNE COUNTY REGIONAL POLICE ACADEMY SPO	19,443.73
					REIMBURSABLE TUITION FROM GRANT FUND: PA	5,465.00
					FIRE ACADEMY: 2/19/24-4/19/24	4,854.93
						29,763.66
03/20/2024	POOL	84764	0885	SECURITAS CRITICAL INFRASTRUCTURE	2020 Sum Tax Refund 80 999 00 2018 016	1,268.77
03/20/2024	POOL	84765	3897	SPECTRUM PRINTERS, INC.	BLANKET PO - BALLOT PRINTING/ELECTION SU	986.86
03/20/2024	POOL	84766	4040	STAPLES	TREASURER OFFICE SUPPLIES MARCH 2024	105.02
					FINANCE SUPPLIES MARCH 2024	35.65
						140.67
03/20/2024	POOL	84767	2518	STATE OF MICHIGAN	23/24 BLANKET PO -MDHHS - QUALITY ASSURA	2,201.16
03/20/2024	POOL	84768	0503	STERICYCLE, INC.	23/24 BLANKET STERICYCLE SHARPS PICK UP	20.26
					23/24 BLANKET PO REMOVAL OF PD MEDICAL W	22.65
						42.91
03/20/2024	POOL	84769	0885	SUZANNE ROKSANDICH-MCDERMOTT	2023 Win Tax Refund 80 079 01 0018 000	6.97
03/20/2024	POOL	84770	4322	SUZY Q LLC	SBA GRANT RECIPIENT 2024 - WINDOW 1	10,000.00
03/20/2024	POOL	84771	3645	TELEFLEX LLC	SOLE SOURCE EZ-IO NEEDLES AND STABILIZER	1,115.50
03/20/2024	POOL	84772	1739	THE LIBRARY NETWORK	MERAKI MR ENTERPRISE LICENSE 3 YR FEB 20	511.74
03/20/2024	POOL	84773	4025	TIME TO PLAY LLC	INFLATABLES FOR NFL DRAFT EVENT 4.6.2024	1,280.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
03/20/2024	POOL	84774	3494	TRUCK PRO LLC	23/24 BLANKET PO FOR MECHANICS - DPW	742.37
03/20/2024	POOL	84775	4042	TRUSTED JOURNEY	23/24 BLANKET PO FOR ANIMAL DISPOSAL	351.00
03/20/2024	POOL	84776	2951	UNIQUE MANAGEMENT SERVICES, INC.	FEBRUARY PLACEMENTS	139.80
03/20/2024	POOL	84777	0885	V1 TITLE AGENCY LLC	2023 Win Tax Refund 80 098 01 0026 000	15.57
03/20/2024	POOL	84778	3604	VELOCITYEHS, INC.	ITB 17/18-27 ONLINE HAZARDOUS COMM. SAF	3,899.00
03/20/2024	POOL	84779	3368	VERIZON CONNECT FLEET USA LLC	23/24 INVERTED PO- NETWORKFLEET GSA HARD	552.34
03/20/2024	POOL	84780	0253	VORTECH PHARMACEUTICALS LTD	FATAL PLUS SOLUTION	1,085.97
03/20/2024	POOL	84781	0659	WASTE MANAGEMENT	23/24 INVERTED PO-RESIDENTIAL TRASH PICK	96,933.03
					23/24 INVERTED PO FOR DUMPSTER CHARGES	639.80
					23/24 INVERTED PO FOR DUMPSTER CHARGES	270.00
					23/24 INVERTED PO FOR DUMPSTER CHARGES	1,444.29
						99,287.12
03/20/2024	POOL	84782	0106	WAYNE COUNTY	500373, MAR 2024 FIXED SEWAGE ROUGE VALL	36,127.33
03/20/2024	POOL	84783	0657	WAYNE COUNTY	12/23 PRISONERS HOUSING MAINTENANCE CHAR	280.00
					1/24 PRISONERS HOUSING MAINTENANCE CHARG	280.00
						560.00
03/20/2024	POOL	84784	0657	WAYNE COUNTY LAND BANK	DISBURSE 2023 C.T. FOR FEB 16-29, 2024 S	264.84
03/20/2024	POOL	84785	0657	WAYNE COUNTY LAND BANK	DISBURSE 2023 C.T. FOR FEB 16-29, 2024 W	217.38
03/20/2024	POOL	84786	0885	WAYNE COUNTY TREASURER	DELINQUENT PERSONAL PROPERTY DISBURSEMEN	29,163.46
03/20/2024	POOL	84787	0809	WEST METRO DOOR INC.	23/24 BLANKET PO - MISC MAINT & BLDG SUP	375.00
03/20/2024	POOL	84788	0158	WESTLAND FIRE EXTINGUISHER, INC.	FIRE EXTINGUISHER INSPECT AND RECHARGE	186.00
					FIRE EXTINGUISHER INSPECT AND RECHARGE	229.00
					FIRE EXTINGUISHER INSPECT AND RECHARGE	104.00
					FIRE EXTINGUISHER INSPECT AND RECHARGE	155.00
					FIRE EXTINGUISHER INSPECT AND RECHARGE	116.00
					FIRE EXTINGUISHER INSPECT AND RECHARGE	56.00
					FIRE EXTINGUISHER INSPECT AND RECHARGE	64.00
					FIRE EXTINGUISHER INSPECT AND RECHARGE	28.00
					FIRE EXTINGUISHER INSPECT AND RECHARGE	56.00
					FIRE EXTINGUISHER INSPECT AND RECHARGE	36.00
					REPLACE OUT-DATED FIRE EXTINGUISHERS	1,800.00
					ABC 10 INSP, 10 MAINT, 20 INSP	52.00
						2,882.00
03/20/2024	POOL	84789	0233	WESTLAND LOCK & KEY, INC.	DUPLICATE KEYS, LABOR TO STAMP	181.50
					LIBRARY PURCHASE LEUS - FIRE ALARM PANEL	20.00
					SERVICE CALL: ALARM LOCK FOR BOOKING ROO	2,880.00
						3,081.50
03/20/2024	POOL	84790	0651	WOODLAND MEADOWS LANDFILL	23/24 INVERTED PO FOR RESIDENT DUMP PASS	756.00
03/20/2024	POOL	84791	0647	ZEP SALES & SERVICE	WEED KILLER FOR THE CITY GROUNDS	2,745.54
					FOR CITY SEWERS	2,334.85
						5,080.39
03/20/2024	POOL	84792	2945	ZONES, LLC	NEW LAPTOP FOR UTILITY BILLING STAFF	1,585.00
					REPLACEMENT HARD DRIVE FOR NETWORK ATTAC	330.00
					BLUEBEAM SOFTWARE MAINTENANCE RENEWAL	129.00
						2,044.00

POOL TOTALS:	
Total of 168 Checks:	1,148,650.75
Less 0 Void Checks:	0.00
Total of 168 Disbursements:	1,148,650.75

DTE	23-Dec	24-Jan	24-Feb
CITY HALL - 11111 Wayne	$3,172.65	$3,302.29	$3,283.44
COURT BUILDING - 11131 Wayne	$2,247.92	$2,339.78	$2,326.42
LIBRARY - 11121 Wayne	$996.24	$1,036.95	$1,031.03
New Court - 11129 Wayne	$4,299.82	$4,475.53	$4,449.98
Total for all municipal complex:	**$10,716.63**	**$11,154.55**	**$11,090.87**

City of Romulus

Communication

Council Meeting Held: **March 25, 2024**
Item No. 12

Councilperson Abdo: ______________________________

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Councilperson Barden: ______________________________

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Councilperson Roscoe: ______________________________

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Councilperson Talley: ______________________________

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Councilperson Wadsworth: ______________________________

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Councilperson Williams: ______________________________

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Councilperson Wilson: ______________________________

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City of Romulus

Adjournment

Council Meeting Held: **March 25, 2024**

Item No. 13

General Description: ____

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Resolution No.______

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

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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