



**CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA**

May 6, 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, April 22, 2024, at 7:30 p.m.
- B. Approval of the Minutes from the Special Meeting - Study Session held on Monday, April 22, 2024, at 6:00 p.m. to discuss the Proposed 24/25 FY City Budgets.

3. Petitioner

- A. SLU-2023-001, 002 and 003; Safeway Oil Service Center (9700 Middlebelt Road)

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

- A. Approval of the Chairperson's Report

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

- A. FY23/24 Municipal Credit and Community Credit SMART Contract
- B. No Fee Permit - Elmer Johnson's Park/Carrie Hurn - Wick Elementary
- C. Request to Amend the 457(b) Plan
- D. Tax Increment Finance Authority Appointment
- E. Downtown Activities Street Closures
- F. Agreement for Water Service between the City of Romulus and the Charter Township of Huron - 29945 Pennsylvania Road
- G. Sole Source Purchase of four (4) Security Carts from PrintElect for Elections
- H. 2024 Concrete Repair Project - ITB 23/24-07 - Change Order #1
- I. ITB 23/24-13 HMA Road Rehab 2024 - Herman, Goddard & The Highland Estates Subdivision

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

- A. Second Reading and Final Adoption of RZ-2023-003; Sheetz II (8227 Middlebelt Road)
- B. Second Reading and Final Adoption to Budget Amendment 23/24-15
- C. Second Reading and Final Adoption to Budget Amendment 23/24-16

7. Treasurer's Report – Stacy Paige, Treasurer

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

9. Unfinished Business

10. New Business

11. Communication

12. Adjournment



RULES REGARDING THE PUBLIC ADDRESSING A CITY MEETING

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

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

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



City of Romulus

Agenda

Council Meeting Held: **May 6, 2024**

Item No. **A.**

General Description: Approval of Agenda

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Minutes

Council Meeting Held: **May 6, 2024**

Item No. A.

General Description: Approval of Minutes from the Regular Meeting held on Monday, April 22, 2024, at 7:30 p.m.

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MINUTES OF THE REGULAR ROMULUS CITY COUNCIL MEETING

April 22, 2024

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

Pledge of Allegiance

Roll Call

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

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

Absent / Excused:

Administrative Officials in Attendance:

Robert McCraight, Mayor

Stacy Paige, Treasurer

Administrative Staff in Attendance:

D'Sjonaun Hockenhull - Deputy Clerk; Julie Wojtylko - Chief of Staff; Stephen Hitchcock - City Attorney; Kevin Krause - Director of Community Safety & Development; Jerome Frayer - DDA Director; Kenneth Chapman - Deputy Fire Chief; Roberto Scappaticci - DPW Director; Jeffrey Kemp - Director of Building & Planning; Carol Maise - City Planner; Patricia Braden - Library Director; Jessica Katers - OHM

1. Agenda

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

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

Nays - None

Motion Carried Unanimously

2. Minutes

- A. **Res. #24-097** Moved by **William Wadsworth**, seconded by **Tina Talley** to approve the Minutes from the Regular Meeting held on Monday, April 8, 2024, at 7:30 p.m.

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

Nays - None

Motion Carried Unanimously

- B. **Res. #24-098** Moved by **William Wadsworth**, seconded by **Tina Talley** to approve the Minutes from the Special Meeting - Study Session held on Monday, April 8, 2024, at 6:00 p.m. to discuss the proposed 24/25 FY Budgets from the 34th District Court and Romulus Public Library.

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

Nays - None

Motion Carried Unanimously

3. Petitioner

- A. Drew Miller from Skilken Gold presented a PowerPoint regarding the petitioner's request for special land use and to rezone the property located at 8227 Middlebelt Road.

Res. #24-099 Moved by **Celeste Roscoe**, seconded by **William Wadsworth** to concur with the recommendation of the Planning Commission and approve the first reading for RZ-2023-003; Sheetz II, a Zoning Map Amendment and associated Conditional Rezoning Agreement to conditionally rezone 0.811 acres of property from M-T, Industrial Transportation to C-3, Highway Service for the purpose of constructing a vehicle fueling station with a drive-through. The property includes portions of parcels #80-047-99-0006-702 and #80-047-99-0011-701.

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

Motion Carried

Res. #24-100 Moved by **Celeste Roscoe**, seconded by **Tina Talley** to concur with the recommendation of the Planning Commission and approve SLU-2023-010; Vehicle Fueling Station and SLU-2023-011; Drive-through Restaurant for Sheetz II, located at 8227 Middlebelt subject to the rezoning, conditional rezoning agreement and site plan.

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

Motion Carried

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

- A. Presentation: U.S. Small Business Administration - Disaster Loans
 Timothy Watson from the U.S. Small Business Administration presented information regarding the availability of disaster loans to individuals and businesses impacted by the August 2023 tornadoes and flooding in the region.
- B. Moved by **Celeste Roscoe**, seconded by **Tina Talley** to accept the Chairperson's Report.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Williams, Wilson
 Nays - None

Motion Carried Unanimously

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

- A. **Res. #24-101** Moved by **William Wadsworth**, seconded by **Virginia Williams** to concur with the Administration and authorize a no-fee permit for the Horseshoe Club to use the Elmer Johnson Horseshoe Pit on Wednesdays starting May 8, 2024, through September 25, 2024, at 5:00 p.m.
- B. **Res. #24-102** Moved by **Kathy Abdo**, seconded by **Virginia Williams** to concur with the Administration and approve the reappointment of Candace Lewkowicz to the Romulus Municipal Library Board with a term to expire April 11, 2025.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Williams, Wilson
 Nays - None

Motion Carried Unanimously

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Williams, Wilson
 Nays - None

Motion Carried Unanimously

- C. **Res. #24-103** Moved by **Celeste Roscoe**, seconded by **Tina Talley** to concur with the Administration and adopt the revised resolution to file a petition for the partial abandonment of the Texas Marsh Drain with the Wayne County Drain Commissioner on Airport property.

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

Nays - None

Motion Carried Unanimously

- D. **Res. #24-104** Moved by **Celeste Roscoe**, seconded by **William Wadsworth** to concur with the Administration and introduce budget amendment 23/24-15 to recognize revenue and corresponding expenditures in the amount of \$39,980.00 for the sidewalks and pathways at Mary Ann Banks Park.

<u>FUND/DEPT. ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT BUDGET</u>	<u>AMENDMENT</u>	<u>AMENDED BUDGET</u>
101 General Fund				
<u>Revenue</u>				
101-444-674.000	Contributions from Developers	\$-	\$39,980.00	\$39,980.00
<u>Expense</u>				
101-444-823.000	Sidewalk Engineering	\$-	\$39,980.00	\$39,980.00

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

Nays - None

Motion Carried Unanimously

- E. **Res. #24-105** Moved by **Celeste Roscoe**, seconded by **Virginia Williams** to concur with the Administration and introduce budget amendment 23/24-16 to recognize fund balance in the amount of \$60,000.00 for expenses related to the renovations at Mary Ann Banks Park.

<u>FUND/DEPT. ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT BUDGET</u>	<u>AMENDMENT</u>	<u>AMENDED BUDGET</u>
101 General Fund				
<u>Revenue</u>				
101-000-390.000	Fund Balance	\$13,617,772.00	\$23,955.00	\$13,593,817.00
101-000-389.751	Fund Balance – Park Renovation Maint.	\$36,045.00	\$36,045.00	\$-
<u>Expense</u>				
101-751-971.000	Capital Outlay	\$-	\$60,000.00	\$60,000.00

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

Nays - None

Motion Carried Unanimously

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

- A. Res. #24-106** Moved by **William Wadsworth**, seconded by **Kathy Abdo** to approve the Second Reading and Final Adoption of Budget Amendment 23/24-14 in the amount of 4,000.00 to recognize the 2024 Animal Welfare Grant revenue and expenditure

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

Nays - None

Motion Carried Unanimously

- B. Res. #24-107** Moved by **Celeste Roscoe**, seconded by **Tina Talley** to authorize a no-fee permit for the use of the Romulus Historical Park for activities during the 2nd Annual Juneteenth Community Celebration to be held on Saturday, June 22, 2024, as well as the closure of Hunt Street beginning at Bibbins Street and ending at the entrance to the Post Office on Hunt beginning at 12:00 p.m. on Saturday, June 22, 2024 and re-opening at 5:00 p.m. Saturday, June 22, 2024, to accommodate the event activities.

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

Nays - None

Motion Carried Unanimously

- C. Res. #24-108** Moved by **Celeste Roscoe**, seconded by **William Wadsworth** to deem it advisable to consider the vacation of Harriet Avenue and Harrison Avenue with any associated alleys located north of Ecorse Rd in the Gordons Detroit Park Subdivision; and to schedule a public hearing on Monday, June 10, 2024, at 6:45 p.m. to hear public input on said vacations.

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

Nays - None

Motion Carried Unanimously

7. Treasurer's Report – Stacy Paige, Treasurer

8. Public Comment

A member of the public addressed the City Council regarding an early childhood event at the Senior Center.
A resident inquired about federal announcement on extending the deadline to file taxes in Wayne County.
A member of the public addressed the City Council to announce her candidacy for the 13th U.S. Congressional District.

9. Unfinished Business

Councilperson Wadsworth inquired about the funding secured in Detroit to remove trees.
Councilperson Talley gave an update regarding the senior service bus being out of commission.
Councilperson Wilson summarized an article regarding a federal lawsuit filed against Sheetz.

10. New Business – None

11. Warrant

- A. Res. #24-109** Moved by **Kathy Abdo**, seconded by **Tina Talley** to approve Warrant #: 24-08 for checks presented in the amount of \$736,285.22.

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

Nays - None

Motion Carried Unanimously

12. Communication

Councilperson Wilson commented on a past city event.

Councilperson Talley commented on past and upcoming events and commended the Mayor on his State of the City address.

Councilperson Williams reminded residents of the Forgotten Harvest Program.

Mayor McCraight commented on the 2024 Clean Sweep Event.

Treasurer Paige communicated that residents in Wayne County have until 6/17/24 to file their state and federal taxes.

13. Adjournment

Moved by **William Wadsworth**, seconded by **Celeste Roscoe** to adjourn the meeting at 9:22 p.m.

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

Nays - None

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the regular meeting of the Romulus City Council held on April 22, 2024.



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



City of Romulus

Minutes

Council Meeting Held: **May 6, 2024**

Item No. B.

General Description: Approval of the Minutes from the Special Meeting - Study Session held on Monday, April 22, 2024, at 6:00 p.m. to discuss the Proposed 24/25 FY City Budgets.

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MINUTES OF THE ROMULUS CITY COUNCIL SPECIAL MEETING – STUDY SESSION
April 22, 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 6:00 p.m.

Present: Kathy Abdo, John Barden, Celeste Roscoe (arrived at 6:57 p.m.), Tina Talley, William Wadsworth, Virginia Williams, Allen Wilson

Absent / Excused:

Administrative Officials in Attendance:

Robert McCraight, Mayor

Stacy Paige, Treasurer

Administrative Staff in Attendance:

D'Sjonaun Hockenhull - Deputy Clerk; Julie Wojtylko - Chief of Staff; Maria Farris - Finance Director; Roberto Scappaticci - DPW Director; Kevin Krause - Director of Community Safety & Development; Jeffrey Kemp - Director of Building & Planning; Carol Maise - City Planner; Gary Harris - Purchasing Director; Ken Chapman - Deputy Fire Chief; Robert Pfannes - Police Chief; Jerome Frayer - DDA Director; Maria Lambert - Director of Resident Services; Rose Swidan - Director of Senior Services; Steve Dudek - Technology Services Director; Julie Albert - Director of Assessing & Financial Services; Colleen Dumas - Recreation Director; Roger Kadau - Cable Co-Director; Nicole Harris - Police Captain

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

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

Nays - None

Motion Carried Unanimously

3. Discussion: Proposed FY 24/25 City Budgets

Finance Director Maria Farris led the discussion and presented a PowerPoint on the Preliminary 24/25 FY Budget. She reviewed by fund summaries the estimated revenues and projected expenditures from the General Fund. She reviewed the Special Revenue Fund comprising the Major and Local Street Fund and the Component Units comprising the Brownfield Redevelopment Authority, DDA, and TIFA. Director Farris briefly touched on the Debt Service Funds and Capital Project Funds. She concluded the presentation with an overview of the Enterprise, Fiduciary, and Internal Services Funds.

4. Public Comment

A resident addressed the City Council regarding the Court's capital improvement bond.

A resident addressed the City Council regarding the readiness to serve charge for water and sewer collections.

For the record, Councilperson Roscoe attended the meeting at 6:57 p.m.

- 5.** Moved by **William Wadsworth**, seconded by **Kathy Abdo** to adjourn the Special Meeting - Study Session at 7:14 p.m.

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

Nays - None

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the Special Meeting – Study Session of the Romulus City Council held on April 22, 2024.

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



City of Romulus

Petitioner

Council Meeting Held: **May 6, 2024**

Item No. **A.**

General Description: SLU-2023-001, 002 and 003; Safeway Oil Service Center (9700 Middlebelt Road)

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

PLANNING DEPARTMENT MEMORANDUM

DATE: May 1, 2024

To: Ellen Craig-Bragg, City Clerk
D'Sjonaun Hockenhull, Deputy clerk

FROM: Carol Maise, City Planner

SUBJECT: Petitioner Request:
SLU-2023-001; **Safeway Oil Gas Station**,
SLU-2023-002; **Safeway Oil Drive-through Restaurant**
SLU-2023-003; **Safeway Oil Car Wash**
*Special Land Use approval for **Safeway Oil Service Center** for a vehicle fueling station,
drive-thru restaurant and car wash located at 9700 Middlebelt*

At a meeting held March 20, 2024 the Planning Commission considered three Special Land Use requests for Safeway Oil Service Center. After holding a public hearing and discussion, the Planning Commission recommended **approval** of the Special Land Use requests to the Romulus City Council. Please find the attached: Planning Department Summary Report to the City Council; Planning Commission draft minutes (March 20, 2024); Email from City Assessor; Safeway Oil correspondence dated January 3, 2023; Safeway Oil Special Land Use application; and Safeway Oil City Council Presentation for City Council consideration at their **May 6, 2024** meeting.

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



Planning Commission Summary Report to the City Council Special Land Use Requests for

Safeway Oil Service Center -9700 Middlebelt

Issued by the City of Romulus Planning Department

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

DATE: May 1, 2024

SUBJECT:

1. **SLU-2023-001; Safeway Oil (Gas Station)** requesting special land use approval for a vehicle fueling station;
2. **SLU-2023-002; Safeway Oil (Drive-thru)** requesting special land use approval for a drive-thru restaurant;
3. **SLU-2023-003; Safeway Oil (Car Wash)** requesting special land use approval for an automated tunnel car wash

ACTION REQUESTED: Special Land Use approval for a fueling station, drive-thru and car wash as part of an automobile service establishment.

APPLICANT: Sam Beydoun, Safeway Oil Company; Marques Thomey, on behalf of Wayne County Airport Authority (property owner)

ZONING: AP, Airport District

SITE INFORMATION

The project is proposed to be built on property owned by the Wayne County Airport Authority located along the west side of Middlebelt Road between Lucas Dr. and Hildebrandt St. The 6.5-acre site to be leased to and developed by Safeway Acquisition Co. LLC is zoned AP, Airport District and the area to the north, south and west is also zoned AP. The Future Land Use Designation per the City of Romulus Master Plan is also Airport. The property across Middlebelt Road includes C-3, Highway Service (Shell gas station/Chillbox convenience store and Wendy's drive-thru); C-2, General Business (American Inn and Suites) and M-T, Industrial Transportation (US Park) property. The only remains on the lease area site are concrete pads and we understand the area previously contained Butler Aviation hangar.

PROJECT DESCRIPTION

The applicant is proposing the development of a 5-pump fuel station and 5,400 SF convenience store, a Tim Horton's or Dunkin Donuts drive-thru restaurant accompanying the convenience store, 15 accessory EV charging stations, a 3-bay oil lube center and an automated car washing tunnel with 7 vacuum stations. Note that Phase 2 of the development will include an additional 45 EV charging stations which are subject to special land use and site plan approval.



SPECIAL LAND USE REVIEW PROCESS

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

PLANNING COMMISSION FINDINGS & ACTION ON SPECIAL LAND USES

Special Land Use approval for a vehicle fueling station (gas station), drive-thru restaurant, and car wash were considered by the Planning Commission after a public hearing on March 20, 2024. There were no public comments. After discussion, the Planning Commission made the following findings:

- *Consistent with the Master Plan:* The Master Plan is consistent with the zoning for the subject site since the Plan calls for this part of the City to be developed as airport facilities and accessory uses as follows: “.....uses on this site include airport terminals, runways/taxiways, aircraft hangars, and maintenance facilities, services for passengers such as retail, restaurants, parking, car rental, and hotels and other operations incidental to airports...” The mixed-use project as planned is permitted as a special land use in the underlying AP zoning district and could be considered as “services for passengers.” While others will be able to utilize this facility, the proximity to the airport would lend itself to being considered accessory to the airport.
- *Consistent with Zoning Ordinance Intent:* The purpose statement of the AP Airport District states that the district “....is designed to permit those uses, activities, facilities, and structures necessary for the safe and efficient operation of aircraft and for providing the services and facilities required to accommodate passengers and employees of the Airport. The AP District provides locations that will accommodate complementary commercial, industrial and transportation facilities that are compatible and customarily associated with the Airport.” The vehicle service center / fueling station fits into the intent of the Zoning Ordinance subject to compliance with all ordinance requirements as verified on the site plan.
- *Compatibility with adjacent uses:* Property to the north, south, and west are all used and zoned AP Airport. The uses in question would be compatible with those adjacent properties. Properties to the east across Middlebelt Road are a combination of commercial and industrial transportation uses and zoning including the US Park long term airport parking lot, a hotel, and two existing gasoline service stations. Based on the existing land uses and zoning we believe the anticipated uses in question would be compatible with this part of the City.
- *Traffic Impacts and Impacts to Adjacent Uses:* We defer discussion regarding traffic impacts to the City Engineer. Due to the intensive use of the adjacent properties as noted above, we do not believe that this use will cause unreasonable impacts on adjacent properties.
- *Environmental Impact:* The development of the site should not cause environmental impacts as it was previously used for airport services. Due to the previous land use and developed nature of this site, there are no significant natural features found on site that would be impacted by the proposed development. As this is a vehicle service center / fueling station we would expect some information regarding fuel storage, as well as waste oils storage and disposal to be addressed by the City Engineer and Building Department during construction review.
- *Public Service, and Regarding Essential Public Facilities and Services:* According to the site plan

the project will be served by City sewer and water service. We defer review of the adequacy of these services to the City Engineer.

The Planning Commission then made the following motion:

*MOTION by McAnally, support by Talon-Jemison, that in the matter of SLU-2023-001, -002, and -003/SPR-2022-036; Safeway Oil Service Center, the Planning Commission **recommends to City Council approval** for special land use 2023-001; Safeway Oil Fueling Station, SLU 2023-002; Safeway Oil Drive-through, and SLU 2023-003; Safeway Oil Vehicle Wash, subject to:*

- 1. Waivers for driveway width (from 30' to 45') and driveway spacing; and*
- 2. Submission of a complete revised site plan addressing all outstanding comments as noted by the Planning Commission and other agencies and departments.*

Roll call vote: Ayes – McAnally, Talon-Jemison, Roscoe, Long, Glotfelty, Frederick, Crova, Gbogboade, and Freitag. Motion passes 9-0.

PLANNING COMMISSION ACTION ON SITE PLAN

After recommending approval of special land uses to City Council, the Planning Commission took the following action on the **Site Plan**:

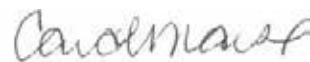
*MOTION by McAnally, support by Talon-Jemison, **to postpone action** on SPR-2022-036 Safeway Oil Service Center site plan to give the applicant time to submit a complete revised site plan addressing all outstanding issues. Roll call vote: Ayes – McAnally, Talon-Jemison, Crova, Frederick, Gbogboade, Glotfelty, Long, Roscoe, and Freitag. Motion passes 9-0.*

The revised site plan and landscape plan are currently under administrative review and will be considered by the Planning Commission at the May 20th meeting.

SUMMARY & RECOMMENDATION

Based on the actions of the Planning Commission as noted above and the findings of fact noted in the minutes of the Planning Commission and associated consultant and staff reports, we respectfully recommend that the City Council make the following motion:

*To concur with the recommendation of the Planning Commission and **approve SLU-2023- 001; Vehicle Fueling Station, SLU-2023-002; Drive-thru Restaurant, and SLU-2023-003; Car Wash** for Safeway Oil, located at 9700 Middlebelt subject to site plan approval by the Planning Commission.*



Carol Maise, City Planner

5. Comments from the Public on Non Agenda Items

None

6. Public Hearings

A. SLU-2023-001, -002, and -003/SPR-2022-036; Safeway Oil Service Center

Applicant: Sam Beydoun, Safeway Oil; Brian Davies, Engineer, HRC; Ali Dagher, Attorney, DGD Legal

Request: Special Land Use and Site Plan approval for a vehicle fueling station, drive thru restaurant, and vehicle wash as part of site plan approval for a vehicle service center development

Location: 9700 Middlebelt Road (DP#80-189-99-0099-000)

Project: Construction of a vehicle service center including a 5-pump fueling station with 5,400 SF convenience store with drive-thru café/restaurant and 15 accessory EV charging stations and 5,595 SF oil lube shop and tunnel vehicle wash

(Action Required: Hold a public hearing and make a recommendation to City Council to approve, approve with conditions, deny or postpone action on the special land use requests and approve, approve with conditions, deny, or postpone action on the site plan).

Commissioner Crova disclosed that he worked for the landowner of this project, the Wayne County Airport Authority. The City Attorney had advised that it was up to the Commission whether Commissioner Crova should be recused. Commissioner Crova said he had no direct interest in the outcome of tonight's decision. Commissioner Glotfelty also disclosed that he works for the Wayne County Airport Authority as well and also does not have any direct interest in the outcome of the decision.

The consensus of the Commission was that as Commissioners Crova and Glotfelty have no direct interest in this case, there was no conflict of interest and they did not need to be recused.

Applicant presentation

- Members of the development team present this evening included:
 - Mo Beydoun, Safeway Oil Company
 - Sam Beydoun, Safeway Oil Company
 - Brian Davies, Engineer, Hubbell, Roth & Clark, Inc.
- Marcus Thomey, Director of Business Development and Real Estate for the Wayne County Airport Authority, was also present.

The development team made the following points:

- The site consists of 6.5 acres of a leased portion of the Wayne County Airport Authority-owned property, on the west side of Middlebelt Road, south of Wick Road. This project is the first of its kind on airport property

- The project includes a gas service station, car wash, oil change, accessory electric vehicle car installation, and drive-through restaurant. It offers amenities and services that the airport does not currently have, and per conversations with the Airport Authority, are much needed. The applicants have worked closely with the Airport Authority on this project, which will add 30 jobs to the community.
- The objective is to offer a state-of-the-art vehicle service experience catering to current needs and future demands. The vision and community benefit includes:
 - Enhancing local infrastructure with a modern service center,
 - Supporting the community with additional amenities and services that it does not currently have,
 - Strengthening the local economy through job creation, offering over 30 quality jobs to the members of the Romulus community.
- Support and Collaboration: :
 - AK Construction
 - OHM advisors
 - Nagy Devlin Land Design
 - Hubbell, Roth, & Clark, Inc.
 - The Wayne County Airport Authority
- Renderings showed the elevations of the buildings on the site; the site plan showed the proposed layout, and landscape plan showed the protective berm with plantings along the roadway, as well as landscaping throughout the site.
- DTE is not available to support all of the long-term electric vehicle charging stations at this time, but as EV vehicles become more popular in the industry and the necessity for EV charging stations grows and demand for gasoline decreases, this site will be ready to install new facilities.

Mr. Thomey made remarks regarding the Wayne County Airport Authority's long-standing relationship with the City of Romulus, and the Airport's numerous awards for customer experience.

- The current proposal presented an opportunity for a gas station, a car wash, an oil change, and a restaurant, all amenities that the Airport Authority does not have on its property except for at the terminals. This project provided the opportunity for the community to also use these amenities on the airport property.
- The Airport Authority will be signing a 20-year lease with Safeway, giving the Authority the opportunity to collect revenue, thereby allowing them to offer lower costs to air carriers, which in turn results in lower prices for everyone that travels through the airport.
- The proposed development gave folks who normally wait on the curb front for their passengers a place to go to wait for airplanes to arrive. Drivers arriving for passenger pick-up are not supposed to be parking within 300 feet of the terminal unless they are actively loading or unloading; this proposal allowed the airport to pull that traffic off until the arriving passengers are ready. In the meantime, people can get coffee, a sandwich, a gas fill up, while helping the airport with security features that help keep everyone safe.

Public Hearing

Noting that an affidavit of first-class mail was on file, Chair Freitag opened the public hearing for this item. Seeing that no public indicated they wished to speak, Chair Freitag closed the public hearing.

Commission comments and questions

Commissioner Long asked Mr. Thomey, Wayne County Airport Authority, if this development will be located further south of the Aviation Building
Mr. Thomey noted that it will just north of the Nomads building.

- Commissioner Long noted to his understanding the City of Romulus does not receive revenues on approximately 80% of the Wayne County Airport Authority properties. With that being the case, how would this proposed development be beneficial to the City?

Mr. Thomey explained that in addition to benefits to the traveling public and airport employees in terms of available amenities, due to the approximate location to the rental car agencies, there will be an opportunity for reduced travel to and from the rental car locations. The rental car agencies will also use this site for fueling, oil changes, etc. thereby reducing emissions, idle time, and drive time. They will also be incorporating a roadway that will allow the Airport's public safety personnel to more quickly access the center of the Airport. They are trying to find other ways outside the terminal to provide amenities not just to travelers but to passer-by traffic as well. The aesthetically pleasing facility presents a unique opportunity for the City.

- Commissioner Long asked if a Wendy's restaurant was attached to this proposal. He noted that there is a Wendy's across the street.

Sam Beydoun, Safeway Oil, said there was no Wendy's attached to this proposal.

- Commissioner Gbogboade mentioned that the City's Engineering Consultant stated in their review that there was not sufficient information to justify a recommendation for site plan approval.

Engineering Consultant Katers (OHM) said the landscaping plan that was part of tonight's presentation had not been submitted in time to be reviewed. The application was not complete at the time of packet distribution.

- Commissioner Frederick mentions stormwater management was reviewed on page 12 of the OHM report. The applicant is proposing a storm sewer system throughout the site that connects to the existing system under Middlebelt Road. Was this site exempt from the requirement to detain stormwater on site?

Mr. Davies explained that the project will not be exempt from stormwater standards. The airport is still negotiating their stormwater agreement with EGLE (Michigan Department of Environment, Great Lakes, and Energy), who will make a determination as to how much detention will be required. The intent is to provide an underground stormwater system to collect stormwater on site. The water will be channeled through a

hydrodynamic separator underground to provide for water quality, and the amount of detention will be determined based on the discharge rate and the storm year event that EGLE will require the system be sized for.

- Commissioner Crova asked if there will be diesel fuel stations on this site?

Sam Beydoun said there will not be large semi-truck/tractor-trailer refueling stations on this site.

- Commissioner Crova asked if the landscape plan could be approved administratively.

Engineering Consultant Katers said that a brief look through the landscape plans showed:

- Some of the calculations were based on an improper length of frontage that excluded the driveways; more trees will be required.
- Some of the berm will have to be relocated as it is on top of the 24" water main.
- It appears the applicants are not planning on using irrigation; this will require a waiver request from the Planning Commission, but the waiver request is not listed.

Sam Beydoun said they would work with the City to meet landscape requirements.

Mr. Thomey said that the Airport had very restrictive landscaping requirements. There could be no standing water that will attract birds, and no fruit-bearing trees for the same reason.

Planning Consultant Enos said that issues regarding landscaping needed to be resolved, especially regarding any trees that might be required in the ordinance but would not be allowed by the Airport.

Commissioner McAnally said that he would like to see the landscape plan again before it was voted on.

- Commissioner McAnally asked for clarification of the vehicles services that will be provided on site. Will there be vehicle repairs beyond oil changes? Will there be tire sales?

Sam Beydoun responded there would be no other car service except for the car wash and oil change. Safeway Oil owns 50% of the Jiffy Lube facilities in Michigan. They never store anything outside nor do they market merchandise outside. Everything, including waste oil, is stored inside the facility.

- Commissioner Gbogboade asked if there will be a traffic signal added at the drive just north of the Wendy's on the east side of Middlebelt. Per 7.1 of the Fleis & VandenBrink (F&V) report, during the AM peak hour, the Synchro intersection analysis of the egress left-turn movement at the N. Site Drive/Wendy's is expected to operate at Level of Service "F".

Mr. Davies said that no additional traffic signals are warranted or proposed. The F&V review of SimTraffic microsimulations indicates an acceptable operation during the AM peak hour. Another signal so close to the proximity to the Lucas Drive intersection would likely reduce the level of service. At the request of Wayne County Road Commission, the N. Site Driveway will align to the Wendy's driveway, and this will help reduce conflicts.

The airport is working on future plans for other parts of the airport site so that this site will have direct access to the airport, but that activity is not a part of this project.

Commissioner Gbogboade wanted the record to show his concerns about traffic congestion at the N. Site Drive/Wendy's drive, and his concern about the use of the service drive. Was it possible to have a curb cut that directed traffic to turn south only out of the S. Site Drive? Commissioner Talon-Jemison shared this concern, and wondered if the connecting road to Lucas Drive could be used.

Engineering Consultant Katers said there had been multiple discussions in regards to Lucas drive; the road to the north of this development that connects with Lucas Drive is in very rough shape, without proper pavement markings, signage, or lighting, and would not be adequate in its current condition to take public traffic. Additionally, the road will have to be moved west in order to operate safely. The Airport Authority is in process of doing some upgrades overall on the site, and once that road is in usable condition, it will be appropriate to use it as another access point.

Mr. Thomey said the Airport Authority is committing to repairing the connecting road to Lucas Drive and to moving it to the west. They would like to complete the road repair by the end of the year. He understood the concern about north turns into southbound traffic on Middlebelt. However, the traffic data did not support requiring mitigation for this.

Engineering Consultant Katers pointed out that both in the OHM letter and in Chief Allison's letter, it was noted that the stacking design for the car wash and oil change does not allow free movement of a fire truck, if all the stacking spaces are filled. It was possible for the applicants to pull the curb in to allow for enough width for the fire truck to make an appropriate turn if necessary.

- Commissioner Frederick mentioned that the OHM report urged the Planning Commission to require the submission of a Pollution Incident Protection Plan. Has this been submitted?

City Planner Maise said a Pollution Incident Protection Plan has not been submitted. Fire Chief Allison had noted in his comments that the Pollution Incident Protection Plan could be submitted during final engineering.

- Commissioner Glotfelty mentioned that traffic backs up from Hildebrandt Street to Wendy's to the north, and this new development will add to that traffic. The Police Report also mentions Lt. Miller's concerns about stacking: *"He has concerns with traffic*

in the area that may or may not be apparent in the data. There is a potential for conflict with vehicle traffic visiting the existing businesses and the truck traffic utilizing Hildebrandt. His main concerns are with left turning traffic exiting the two Middlebelt driveways that may have to contend with southbound vehicles queuing in the left turn lane to enter U.S. Park or Hildebrandt. At times there are two or more truck trailers waiting to turn left from southbound Middlebelt to Hildebrandt, which could block any vehicles from exiting the south driveway to head north."

Mr. Davies said that circulation on the site allows for use of the N. Site Drive if traffic were to back up beyond the entry of the S. Site Drive access. The Airport is prioritizing reconfiguring the driveway to the north to get traffic to Lucas Drive.

Commissioner Crova supported improving the north access road to Lucas Drive.

- Commissioner Frederick mentioned that the applicants had mentioned "rental car consolidation." What does this mean?

Mr. Thomey said that two major companies own the different rental car brands. The Airport will be spending about \$125M to redesign the area around Lucas Drive, allowing each company to operate on different sides of the road, creating a more efficient access to the rental car sites.

- Commission Gbogboade asked the applicant what the timetable is for completion of the proposed project.

Sam Beydoun said the permits will be pulled this summer, and the gas station and other components would be open by spring 2025. Hopefully the northern road to Lucas Drive will be finished about the same time. Mr. Thomey agreed with this timetable.

- In response to continued concern from Commissioner Gbogboade regarding left hand turns on to Middlebelt, especially from the S. Side Drive, Engineering Consultant Katers said that if the service drive is improved soon, the level of service at the driveways will subsequently improve.

Commission deliberation and action

Chair Freitag said she could support special land use approval this evening, but the site plan was not yet ready for approval; there were many items that still needed to be addressed, including waivers that only the Planning Commission could approve.

Planning Consultant Enos concurred with this conclusion.

Commissioner McAnally also agreed that the site plan could not be approved this evening.

MOTION by McAnally, support by Talon-Jemison, that in the matter of SLU-2023-001, -002, and -003/SPR-2022-036; Safeway Oil Service Center, the Planning Commission recommends to City Council approval for special land use 2023-001 Safeway Oil Fueling

Station, SLU 2023-002 Safeway Oil Drive-through, and SLU 2023-003 Safeway Oil Vehicle Wash, subject to:

- 1. Waivers for driveway width (from 30' to 45') and driveway spacing; and**
- 2. Submission of a complete revised site plan addressing all outstanding comments as noted by the Planning Commission and other agencies and departments.**

Roll call vote:

Ayes – McAnally, Talon-Jemison, Roscoe, Long, Glotfelty, Frederick, Crova, Gbogboade, and Freitag.

Motion passes 9-0.

MOTION by McAnally, support by Talon-Jemison, to postpone action on SPR-2022-036 Safeway Oil Service Center site plan to give the applicant time to submit a complete revised site plan addressing all outstanding issues.

Roll call vote:

Ayes – McAnally, Talon-Jemison, Crova, Frederick, Gbogboade, Glotfelty, Long, Roscoe, and Freitag.

Motion passes 9-0.

7. Old Business

None.

8. New Business

A. SPR-2023-020; Motown Sports Group

Applicant: Kenneth Bardwell, Chairman & Chief, Motown Sports Group; James Renne, JLL; Almir Omerovic, JLL; Glen DeSimone, Prime Design Systems
Request: Conceptual Site Plan Review
Location: Vining/Wick/Smith Roads (DP#80-033-99-0012-701)
Project: Construction of an entertainment campus consisting of an arena, youth sports facility, family fun center including restaurant, arcade, laser tag, bowling, IMAX theatre, expo center, fitness center, day care, spa, rehabilitation center, dance/aerobic studio, adult day care, retail, food court as well as a surf/swim park, football/soccer facility, golf center, co-gen facility, tech center, and pet hotel. Future use to include 3 hotels and retail.

Members of the development team present included:

- Glen DeSimone, President, Prime Design Systems and architect for this project.
- Robert Mihelich, Senior Vice President, JLL (Jones Lane LaSalle), 200 East Randolph Drive, Chicago IL 60601, Project & Development Services
- Kenneth Bardwell, Chairman of the Motown Sports Group
- Almir Omerovic, Senior Project Manager, JLL (Jones Lane LaSalle), 200 East Randolph Drive, Chicago IL 60601

Mr. DeSimone provided the following:

future 189-99-????-000

Albert, Julie
Sent: Monday, December 12, 2022 3:42 PM
To: 'SAFEWAY OIL COMPANY I Beydoun'; Marques Thomey
Subject: Re: AIRPORT COMPLEX

Good Afternoon,

I have attempted to cost this project out based on site plan info forwarded to me. I can account for everything but the equipment associated with the charging stations. I believe they would be assessed as personal property not real property. If so, the owner (potentially DTE) would be reporting them as their assets. The contract that you have with that vendor would dictate the tax obligation for the charging station equipment.

In my analysis, I have included land at 6.5 acres, conc/asph (50,000 SF each), a gas station/c-store (5,400 SF), oil change/one tunnel car wash (1,950 SF lube center + car wash) and canopies for the gas station (3,000 SF) and the charging stations (19,440 SF). The estimated TCV (true cash value) based on today's cost manual information is \$3,100,000. The associated annual property tax obligation for this TCV would be approx. \$101,000.

This estimate is subject to change pending changes in the real estate market, construction costs schedules, as-builts, physical inspection, etc. Please keep in mind that this is a very basic estimate of value.

Thank you,
Julie

From: SAFEWAY OIL COMPANY I Beydoun [mailto:safewayoil@comcast.net]
Sent: Monday, December 12, 2022 1:58 PM
To: Marques Thomey <Marques.Thomey@wcaa.us>
Cc: Albert, Julie <jalbert@romulusgov.com>
Subject: [SPAM] Re: FW: [EXTERNAL SENDER] : Fwd: AIRPORT COMPLEX

Hi Julie,

Hope these answers will help.

1. Do you have the SF of the canopy for the gas station? about 3000 sf
2. For the car wash, how many self-service bays and/or automatic? one automatic tunnel.
3. What is the SF for asphalt and/or concrete? about 100,000 mix between Asphalt and concrete.
4. Will the "actual" charging stations be owned by DTE? we have not received a commitment from DTE.

Jun

Safeway Oil Company

19855 W. Outer Dr, Suite 207 W

Dearborn, MI 48124

Office: (313)-624-9911 | Fax: (313)-624-9955

safewayoil@comcast.net

www.safewayoilco.com

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On 12/12/2022 1:46 PM Marques Thomey <marques.thomey@wcaa.us> wrote:

Hi Sam,

Please see the following four questions below from City of Romulus Assessor Julie Albert. If you would please Reply All and answer these questions, Julie will be able to help with providing a general idea of what the taxes will be for the development.

Thank you.

Marques Thomey, C.M.

Director, Business Development & Real Estate

Wayne County Airport Authority

11050 Rogell Drive, Bldg. 602, Detroit, MI 48242-5004

Office: 734.247.7274 | Mobile: 734.276.9001



Safeway Oil Company
19855 W. Outer Dr. STE 207
Dearborn, MI 48124

January 3, 2023

To the Officials of the City of Romulus,

The following is a proposal for the use of the property located at the corner of Lucas Drive and Middlebelt Road of the Detroit Metropolitan Airport.

Safeway Oil Company is committed to developing only the highest quality gas service stations to the Metro Detroit area. We have set our footprint in more than twenty-five cities within the State of Michigan. It is our hope that this proposal will reflect Safeway Oil Company's willingness and ability to integrate our vision and initiative of Grade A gas service stations into the Detroit Metropolitan Airport.

The intended purpose of this proposal is to give the City of Romulus a general expectation as to what the City may expect of Safeway Oil Company's development of the gas service station project at the mentioned parcel.

It is our hope to enjoin our values and quality of work with the Detroit Metropolitan Airport community.

Respectfully yours,

Safeway Oil Company

The Safeway Flagship Project

Safeway Oil Company

Development and Proposed Use Provisions

Gas Service Station: Safeway Oil Company plans to develop an extraordinary structure for the sale of fuel and convenience store items open to the visitors of the Detroit Metropolitan Airport and to the general public. An overhead canopy will be constructed to cover the entirety of the fueling stations located outside. This is to provide protection for our visitors of the gas service station from the weather, provide protection for the electronic fueling pumps, and provide lighting over the fueling pumps upon dusk in order to ensure a safe environment for our patrons. Parking and ingress and egress points will be strategically planned to optimize the flow of traffic within the gas service station and for the adjacent road running within the Detroit Metropolitan Airport. Our efforts are not only to provide an architectural masterpiece, but to also ensure safety for our visitors and to provide the most pleasant shopping experience for our customers. The gas service station will be open 24-hours of the day (subject to change based on market studies and an annual opening report).

Convenience Store: Within the structure, a convenience store will be constructed using high-quality development and design materials. Safeway Oil Company spares no cost when it comes to the overall selection of goods sold within our gas service stations. Accordingly, the gas service station will offer snacks, beverages, grocery items, vehicle maintenance products, State of Michigan Lottery, etc. to our customers. Safeway Oil Company fulfills any requests by our customers for goods wished to be offered within our locations only increasing our inventory and selection of goods sold at our service stations.

Restaurant: The convenience store will be accompanied by a restaurant chain open to the general public and to our customers. The selection of the restaurant will be determined by comprehensive studies that may indicate the preferred restaurant choice for the demographic of our customers. Based on the selection of the restaurant chain, 24-hour services may be offered. Safeway Oil Company only deals with high quality restaurant chains in order to offer our customers and community the highest quality food and beverages available. This restaurant will be accessible from within the convenience store. It is our hope to include a drive-thru for the restaurant in order to efficiently direct traffic and to offer our

customers a quick and easy solution to retrieving their food and beverage.

Oil Lube Center: An adjacent structure to the convenience store will be constructed for an Oil Lube Center open to our customers and the general public. Within this facility, customers can receive basic maintenance to their vehicle offering services such as: oil changes, replacement of damaged windshield wipers, refilling of vehicle oils, solutions, and lubricants (brake fluid, windshield washer fluid, transmission fluid, engine coolant, etc.), lightbulb replacement, etc. Our hope is to offer such services in a timely fashion so customers may do their shopping while their vehicles are being maintained.

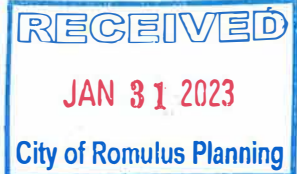
Car Wash: A car washing tunnel will be installed using leading industry car washing systems. This system will be entirely automated to effectively offer vehicle cleaning to our customers and the general public. Using the leading industry car washing systems not only offers overall safety for users and their vehicles but also offer effective and timely cleaning solutions for all vehicles processed within the wash. It is our hope to yield an output of 60-80 car washes per hour. An attendant will be present to ensure all vehicle washes are performed properly and safely.

Electric Vehicle Charging Stations: Safeway Oil Company is committed to adapting to changing conditions of all industries. Accordingly, level 2 electric vehicle charging stations will be offered to our customers and to the general public with electric vehicles. These chargers are able to offer full charges for all electric vehicles within a span of one hour. In order to reduce the chances of users taking advantage of these spaces for use of long-term parking, users will be put on notice of towing provisions and towing will be enforced, if necessary, for users that attempt to use such spaces for any unintended purposes and for extended stays.

City of Romulus

SPECIAL LAND USE REVIEW APPLICATION

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



All Information must be filled out on the application.

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

Project Information: This Section to be filled out by City

Case Number: SLU- 2023-001

Date Submitted: 01/04/2023

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

Applicant Information:

Name: Safeway Acquisition Company LLC

Street: 19855 W Outer Dr. Suite 207 W

City: Dearborn

State: MI Zip: 48124

Phone: () 313-624-9911

Email/Fax: safewayoil@comcast.net

Property Owner Information:

Name: Wayne County Airport Authority

Street: 11050 Rogell Dr. #602

City: Detroit

State: MI Zip: 48242

Phone: () 734-247-7274

Email/Fax: marques.thomey@wcaa.us

Notary for Applicant:

Subscribed and sworn before me, this 31st day of January, 2023. A Notary Public in and for Wayne County, Michigan.

Kayla Hubbard
(Signature)

Notary Public

My Commission expires April 19, 2026

Notary for Property Owner:

Subscribed and sworn before me, this 30 day of January, 2023. A Notary Public in and for Wayne County, Michigan.

Julie Bottorff
(Signature)

Notary Public

My Commission expires 5-29, 2021

Site Information:

Property Address: S/W Lucas & Middelbelt

Parcel ID#s: Part of Parcel 80 053 99 0001 700

Brief Description of Proposed Use:

Gas Station, Drive-Thru and Car Wash

Project Name: Safeway Oil Service Center

Affidavit of Petitioner:

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

Kossem Beydoun
Print Applicant Name

1-31-23

Date

Chad Newton
Print Property Owners Name

01/30/23

Date

[Signature]
Signature of Applicant

Date

[Signature]
Signature of Property Owner

01/30/23
Date

City of Romulus

SPECIAL LAND USE REVIEW APPLICATION Pg. 2

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

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

Hours of Operation: 24 Hours

Days of Operation: 7 Days a week

Number of Employees: 5

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

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

The proposed use of the site from gas station, convenient store, restaurant, lube center, car wash and EV charging station are within the general principles and objectives of the existing zoning AP (airport). Please see attached letter of intent for details.

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

Gas Station,

The proposed uses are within the guidelines of the city zoning ordinance and the Airport

Authority will accept the uses approved by the zoning board of appeals in relationship

to the location, building heights, and area, parking, lighting, drainage, and landscaping along with monument sign (special permit).

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

The site is zoned AP (airport). The proposed uses are within the guidelines of the city zoning ordinance and the Airport Authority will accept the uses approved by the zoning board of appeals in relationship to the location, building heights, and area, parking, lighting, drainage, and landscaping along with monument sign (special permit)

The proposed development will enhance the value of the adjacent properties

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

The proposed site circulation of vehicles, fueling trucks, and fire trucks is demonstrated on site plan with clear traffic without conflict to site movement and pedestrians. Along with a wide green belt from Middlebelt to provide an adequate site distance for the proposed approaches. This is an internal site not at road intersection.

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

The proposed multi uses are laid out to ensure proper circulation of vehicles entering and leaving the site. Proposed services for the proposed lube carwash will be conducted in door. The car wash is extended by 20 feet for additional noise protection. Proposed light pole fixtures are shielded down from adjacent properties. The site will be paved to eliminate dust and protect the nearby properties.

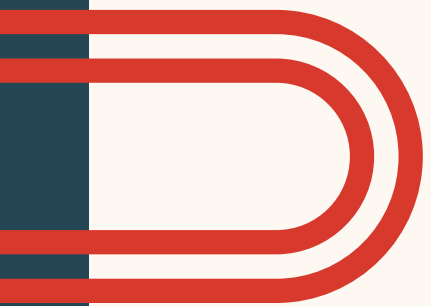
6. Explain how the use will not have an adverse effect on the quality of the natural environment in comparison to other permitted uses in the district. If the anticipated impact creates or contributes to a significant environmental problem, mitigation shall be provided to alleviate the impacts associated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

The existing site not under regulated wetland or 100 year floodplain.

The proposed site plan includes a lube center with a car wash. The discharge from the lube center is controlled by oil-water separator while the car wash is controlled by sand-oil trap. Minimum 25% of the site area will be landscaped trees and shrubs are provided along the perimeter of the site.

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

The proposed use of a gas station is an essential service to the public for providing fuels and electric charge station. The proposed gas station will be accessed by drive approach from Middlebelt Road. The site will be serviced by WCAA storm and sanitary sewers connected to existing public sewers and waterline will be connected to the existing public watermain.



SAFEWAY FUELING CENTER

REVOLUTIONIZING VEHICLE SERVICE IN ROMULUS

PRESENTED TO:
ROMULUS CITY COUNCIL

Date: May 6, 2024

GENERAL INFORMATION

Location: Approximately 6.4 acres of vacant Wayne County Airport Authority (WCAA) owned property on the west side of Middlebelt Road, south of Lucas Drive

Features: Gas Service Station with Convenience Store, Drive-Through Restaurant, Oil Change, Vehicle Wash, Electric Vehicle Charging Stations

Zoning: Airport District (AP)

SAFEWAY FUELING CENTER



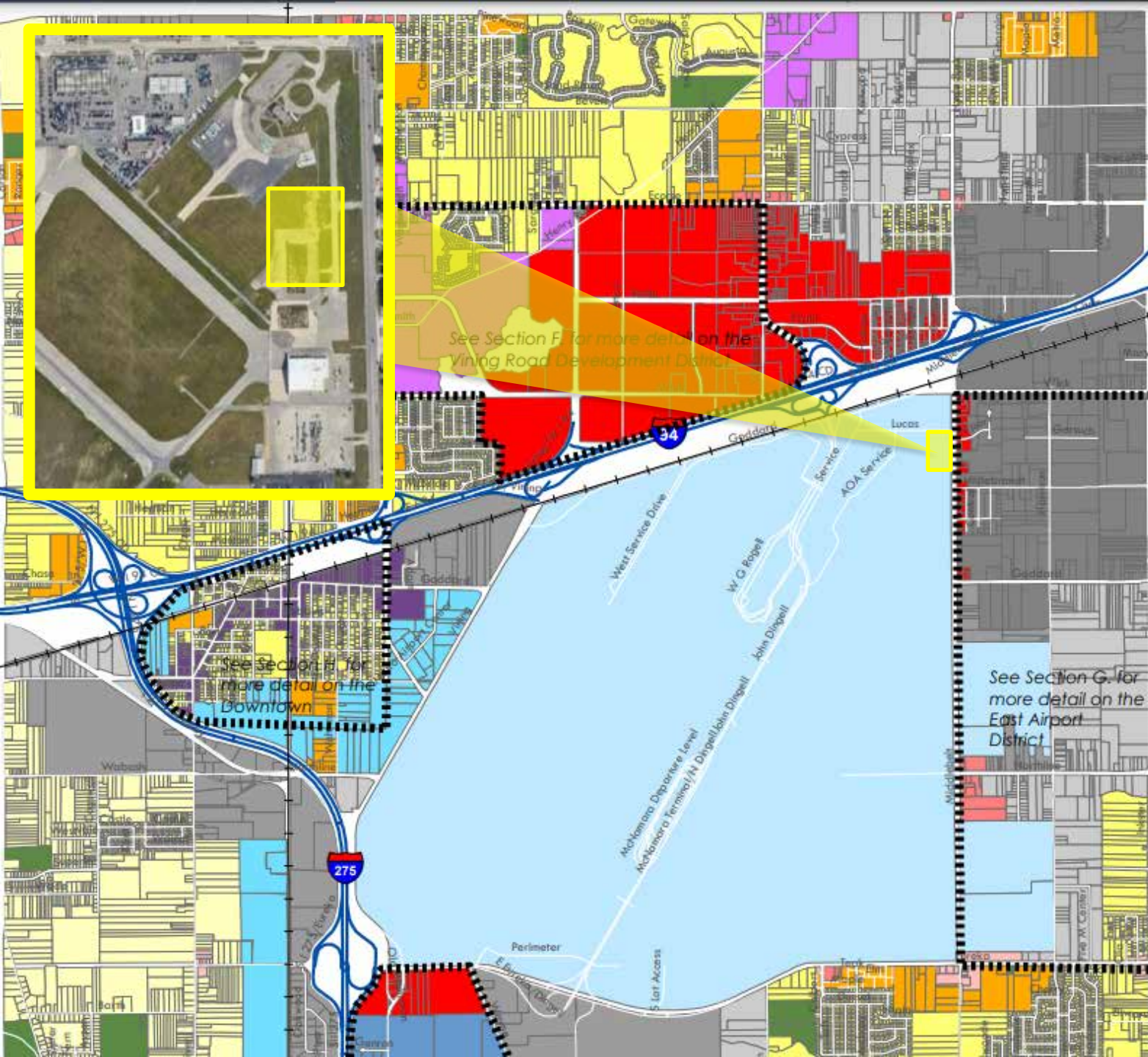
SPECIAL LAND USE REQUEST

- The proposed use is on airport property within the Airport District zone, and it will be appropriate and in harmony with the surrounding developments while meeting applicable regulations of the zoning district.
- The proposed use is necessary for the public convenience at the proposed location within the Airport District.
- The proposed use shall make vehicular and pedestrian traffic no more hazardous than is normal for the Airport District.
- The proposed use shall be designed as to eliminate any possible nuisance which might be disruptive to the immediate community.
- The proposed use shall be such that the proposed location and height of buildings or structures, nature and height of walls, fences and landscaping will not interfere with or discourage land and buildings or unreasonably affect their value.
- The proposed use shall compliment the aspects of adjacent land uses within the Airport District relating to prevailing shopping habits, convenience of access by prospective patrons, continuity of development, and need for services and facilities.

AREAS OF OPPORTUNITY

Across the street from the East Airport District, the area will support airport related commercial uses with design standards that limit adverse impacts on adjacent residential districts

- No outdoor storage
- Consistent lighting and signage
- Landscaping to enhance the aesthetics of the site that meet both Romulus and WCAA requirements



PROJECT GOALS

- Provide the airport and local community with a comprehensive vehicle service center
- To offer a state-of-the-art vehicle service experience catering to current needs and future demands including:
 - Fueling station with gas and diesel (no semi-trucks)
 - 4,000 SF 24/7 convenience store selling household items, vehicle products, etc.
 - Drive-thru café/restaurant
 - EV charging stations
 - Oil lube shop
 - Vehicle wash

GOALS CONTINUED

- Redevelop the site previously occupied by two airport buildings (demolished in 2012)
- Construction of four buildings – convenience store, oil lube, car wash, and café/restaurant using high quality, durable building construction and design
- Construction of 61 surface parking lot spaces, with future expansion to 106 to accommodate EV charging stations (no overnight parking)
- Initial \$10M development funded by Safeway
- 20-year lease agreement with two (2) 5-year renewals
- Required mid-term refurbishment of facilities

Typical Gas Station with Gas Pumps, Canopy, Convenience Store





Safeway Oil - 6495 Orchard Lake Rd, West Bloomfield Township, MI



Safeway Oil - 6495 Orchard Lake Rd, West Bloomfield Township, MI



SCALE: 3/16" = 1'-0"



SCALE: 3/16" = 1'-0"

SCALE: $218^{\circ} \pm 5^{\circ}$ 

SCALE: 3/16" = 1'-0"

- | | |
|----|--|
| 1 | STORMPROOF WINDOWS |
| 2 | FTS METAL DOOR AND FRAME |
| 3 | BFS ACCENT BAND |
| 4 | BRICK VENEER (CONK SPACE) |
| 5 | ACCENT BRICK VENEER SOULDS COURSE 1 (ENTRANCE) |
| 6 | NEW FRONTAL METAL RAMPART CAP |
| 7 | SECTIONAL DOOR WITH POLY GLASS PANELS |
| 8 | FRS BRK METAL SCREENING FOR PORCHES & BACK LOCATION |
| 9 | NO TO BE DETERMINED WHEN UNITS ARE SELECTED. CITY TO REVIEW & APPROVE FINAL DESIGN |
| 10 | SIGNAGE - TO BE SUBMITTED UNDER SEPARATE PERMIT |
| 11 | FRONT METAL AWNING - ONCE BACK DOOR FOR REVIEW APPROVAL |
| 12 | WALL MOUNT LIGHT FIXTURES - SEE ELECTRICAL SHEETS |

[illegible]

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HUBBELL, ROTH & CLARR, INC.
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225 AUSTIN TOWER
4000 WILLOW HILL, MOBILE, AL 36686-1001

PHONE: (204) 434-0300
FAX (704) 769-0000
FAX (204) 434-0212
FAX (204) 434-0300

MOB (978) 361-1111 <http://www.hrcinc.com>



**Not to be Used as
Construction Drawing*

02-12-2002	PLANNING CONSTRUCTION DESIGN
02-12-2002	DRG. PLAN REVIEW SUBMITTAL
DATE	DESCRIPTION - APPROVAL - REVISION
02/12/2002	AMR
02/12/2002	AMR
02/12/2002	AMR
02/12/2002	SEAL & SIGNATURE



SAFeway OIL SERVICE CENTER	
8000 88th Ave. Kenosha, WI 53142 NE 1/4 147 SEC. 34 TOWNSHIP 3 E. RANGE 23 E. 800/888-7422 (24 HRS.)	
OIL CHANGE & CAR WASH BUILDING ELEVATIONS	
10/11/88 002221111	8/10" x 7/10" 8/10" x 7/10" 8/10" x 7/10" 8/10" x 7/10"
1/1/89 JANUARY 1989	8/10" x 7/10" 8/10" x 7/10" 8/10" x 7/10" 8/10" x 7/10"

DTW OIL CHANGE & CAR WASH

AIRPORT PROPERTY
800-969-0001 FAX
AP - ZONING

DESCRIPTION OF PROPOSED LEASE AREA:

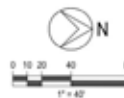
TWENTY PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWN 3 SOUTH,
RANGE 1 EAST, CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN DESCRIBED AS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 14; THENCE ALONG THE
EAST LINE OF SAID SECTION AND CENTRAL LINE OF ROADABLE 7 ROAD (16 FEET
WIDE), SOUTHWEST 1/2 SECTION 14, NORTHWEST 1/4 SECTION 14 TO THE POINT
OF BEGINNING; THENCE SOUTHWEST 1/4 SECTION 14, 75.00 FEET; THENCE NORTHWEST 1/4
SECTION 14, 173.30 FEET TO THE WEST LINE OF ROADABLE 7 ROAD (16 FEET
WIDE); THENCE ALONG SAID LINE SOUTHWEST 1/4 SECTION 14 TO THE POINT
OF BEGINNING; BEING 3.4 ACRES OF LAND, ALL BEING PART OF PARCELS
80-033-00-000-000.

BENCH-MARKS		LOGS NAVD83
BENCH-MARK 302 "I" IN TRANSVERSE ON W.D. DOME FOR 100' W. OF WOODSBURY ROAD OFFSHORE US PARKWAY ELEVATION = 621.19	BENCH-MARK 301 CHISELED "D" E. END OF CR-57 W. OF WOODSBURY ROAD 340' W. E. OF HILSDORF RD. ELEVATION = 621.32	BENCH-MARK 303 NAIL FLANGE BOLT ON FIRE HYDRANT 100' W. W. OF WOODSBURY ROAD AT THE NE COR. OF AN FLIGHT BLDG. #1100 ELEVATION = 620.40

STACKING CALCULATIONS		
USE	RATIO	CALCULATION
(WAVE + TURN)	10 MIN STACKING	15 PROVIDED
CAR WASH	+ 15 STACKING	15 PROVIDED
LUM	2 PER STALL	2 X 3 = 6 PROVIDED

APPROXIMATE
RECEIVED
APR 20 1964



SITE DATA		
AP AIRPORT DISTRICT PROJECT YARD SETBACK (ADD/DELET)	REQUIRED	PROVIDED
CONVENIENCE STORE (DRIVE-THRU GAS STATION CANOPY GAS STATION PUMP ISLANDS PARKING (PAVEMENT) EV STATIONS OIL CHANGE CAR WASH EV CHARGING (STATION PARKING)	40 547 103 107 86 102 114	179 547 103 107 86 102 114
SIDE YARD SETBACK (NORTH)		
BUILDING (CONVENIENCE STORE) GAS STATION CANOPY GAS STATION PUMP ISLANDS PARKING (PAVEMENT) EV STATIONS PARKING	15 15 15 15 15	130 BF 114.6 F 124.8 F 15 F 248 F
SIDE YARD SETBACK (SOUTH)		
PARKING (PAVEMENT) EV STATIONS PARKING	15 15	15 F 368.5 F
SIDE YARD SETBACK (WEST)		
PARKING (PAVEMENT) EV STATIONS PARKING	15 15	15 F 51.66 F
LOT COVERAGE (BUILDINGS)		
TWO BUILDINGS	35%	4.3%
LOT COVERAGE (IMPERVIOUS)		
TOTAL IMPERVIOUS (PAVEMENT 1)	75%	67.6%
TOTAL IMPERVIOUS (PAVEMENT 2)	75%	66.8%
BUILDING HEIGHT		
CONVENIENCE STORE / DRIVE-THRU OIL CHANGE / CAR WASH PUMP CANOPY	40 40 40	30 30 21
BUILDING SQUARE FOOTAGE		
GAS STATION & RESTAURANT CONVENIENCE STORE RESTAURANT CARWASH & OIL CHANGE CARWASH PUMP SPILL OIL CHANGE	1400 SFT 3448 SFT 2000 SFT 1000 SFT 3600 SFT 1000 SFT	1400 SFT 3448 SFT 2000 SFT 1000 SFT 3600 SFT 1000 SFT
OPEN SPACE LOT COVERAGE		
WITH/OUT FUTURE EV BETWEEN FUTURE EV	25% 25%	41.1 F 37.3 F

HRC
HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS SINCE 1911
505 WALLET DRIVE
BLOOMFIELD HILLS, MICH.
P.O. BOX 521
48302 • 248/354-1000

PHONE: (248) 454-6300
FAX (Toll-Free): (248) 454-6372
FAX (2nd. Floor): (248) 454-6308

WEB SITE: <http://www.hrceng.com>



*Not to be Used as
Construction Drawing

02-12-2024	PLANNING COMMISSION REVIEW
02-09-2024	SITE PLAN REVIEW SUBMITTAL
DATE	ISSUED FOR: ADDITIONS / REVISIONS
DESIGNED	S. SALTER
DRAWN	S. SALTER
CHECKED	B. DRAVES

SAFeway OIL
SERVICE CENTER

BROOKBELT RD
ROMA, UT, 84
NE 1/4 OF SEC 14, TOWN 1 S, RANGE 1 E
C. COUNTY

PROPOSED
PLAN

ERIC JOB NO. 20220171	SCALE 1" = 40'
DATE JANUARY 2024	SHEET NO. C-01

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or 811
(TOLL FREE)

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THE SALE OR RENTAL OF NEW OR USED CARS IS PROHIBITED.

IF THE SITE WERE TO BE ABANDONED IN THE FUTURE, THE LESSOR OR OWNER IS RESPONSIBLE TO REMOVE ALL UNDERGROUND FUEL TANKS.

NO VEHICLES ARE TO BE PARKED ON THE SITE BETWEEN THE HOURS 8 AM TO 4 PM.

THERE WILL BE NO OUTDOOR STORAGE ON THE SITE.

NO DISCHARGE OF THE DISCHARGING OR RECYCLING OF AUTOMOBILES ON THE SITE IS USED PERMITTED.

DRIVING OF VEHICLES GROUND THROUGH THE C&N CANAL IS PERFORMED AT THE END OF THE BUILDING PROCESS.

THE DIESEL PUMP ON THE NORTH-END OF THE FUELING STATION IS NOT FOR SEWER USE. IT IS TO BE USED FOR CEMETARY CANAL DUMPY TRUCKS AND TRUCKS.

THE PROPERTY OWNER IS RESPONSIBLE FOR ANY PAYMENT REQUIRED SAID TO CITY MAINTENANCE ON PUBLIC UTILITIES THAT BE UNDER THE PAYMENT BETWEEN SITE BOUNDARIES.

ADDITIONAL SCREENING MAY BE REQUIRED FOR ABOVE OR GROUND LEVEL UTILITY LOCATIONS.

CONSTRUCT ALL POINTS JOINTS FOR WATERING CANALS, RE-USE OR AS DIRECTED BY THE COUNTY ENGINEER.

UTILITY BOUNDARY DETAIL CAN BE FOUND ON THE DETAIL SHEETS.

INTERNAL SIGNS SHALL MEET CITY STANDARDS AND SHALL BE PAID FOR AND INSTALLED BY THE OWNER.

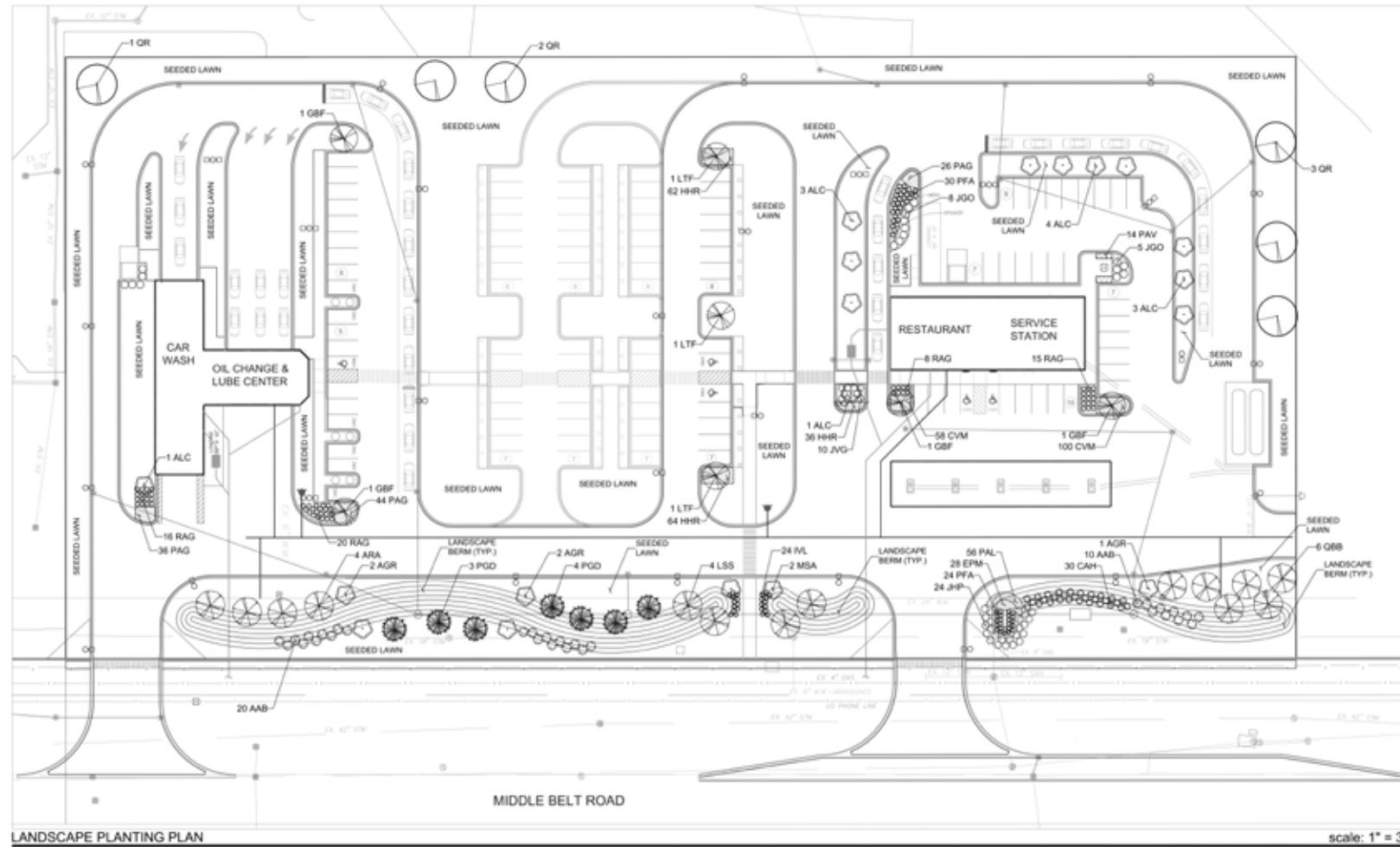
PARKING CALCULATIONS		
USE	PARKING RATIO	CALCULATION
GALE	1 PER EMPLOYEE	$6 \times 1 = 6$ SPACES
GALE - EV CHARGING	1/2 PER PULPING POSITION	$18 \times 1/2 = 9$ EV SPACES
CARE	1 PER 30 SF OF WAITING	$300 / 30 = 10$ SPACES
	2 SEATS PER SPACE	$32 / 2 = 16$ SPACES
	20 SPACES PROVIDED (1 H.C.)	20 SPACES REQUIRED

PARKING CALCULATIONS		
USE	PARKING RATIO	CALCULATION
GAS STATION	1 PER EMPLOYEE	4 X 1 = 4 SPACES
	1/2 PER FUELING POSITION	10 X 1/2 = 5 SPACES
CONVENIENCE STORE	1 PER 250 SF OF U.P.A.	2720 / 250 = 11 SPACES
	10 SPACES PROVIDED (1 IN C.)	10 SPACES REQUIRED

PARKING CALCULATIONS		
USE	PARKING RATIO	CALCULATION
CAR WASH	4 : 1 PER EMPLOYEE	4 x 3 = 7 SPACES
LOBBY	1 PER EMPLOYEE	5 x 1 = 5 SPACES
	10 SPACES PROVIDED (11 N.C.)	12 SPACES REQUIRED

NOTICE:
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC
SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND
RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE
OR SHOULD BE ASSURED AS TO THE COMPLETENESS OR
ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING.
PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY
THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.

DTW LANDSCAPING



COST ESTIMATE

TOTAL MATERIALS SPECIFIED:			
* Deciduous Trees:	30	\$350	\$10,500.00
* Evergreen Trees:	7	\$300	\$2,100.00
* Ornamental Trees:	19	\$250	\$4,750.00
* Deciduous Shrubs:	201	\$50	\$10,050.00
* Evergreen Shrubs:	49	\$50	\$2,450.00
* Perennials:	560	\$8	\$4,480.00
* Seeded Lawn (sq. yds.):	13,150	\$1.00	\$13,150.00
* Underground Irrigation:			\$10,000.00
* Planting Soil:	68 cu. yds.	\$40	\$2,720.00
* Shredded Hardwood Bark:	90 cu. yds.	\$35	\$3,150.00
TOTAL:			\$63,350.00

date: March 18, 2024
revised:



NOTE:
* See Sheet LP - 3: LANDSCAPE NOTES & DETAILS for landscape development notes, landscape planting details, and landscape construction details.



PLANT LIST

%	KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	%	KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
12%	AGR	30	<i>Aronia arbutifolia</i> 'Brilliantissima'	Brilliantissima Red Chokeberry	36" H., 5 gal. pot	30%	ALC	12	<i>Amelanchier laevis</i> 'Cumulus'	Cumulus Allegheny Serviceberry	2" cal. S&B
12%	AGR	5	<i>Amelanchier x grandiflora</i> 'Rubin Hf'	Robin Hill Apple Serviceberry	6' - 12' H. S&B	10%	GBF	4	<i>Gingko biloba</i> 'Fastigiate'	Fastigiate Maidenhair Tree	3" cal. S&B
5%	MSA	2	<i>Malus sp.</i> 'Admiral'	Admiral Crabapple	2" cal. S&B	4%	JVO	10	<i>Juniperus virginiana</i> 'Grey Guardian'	Grey Guardian Spreading Juniper	24" spr., 3 gal. pot
15%	ARA	6	<i>Acer rubrum</i> 'Armstrong Gold'	Armstrong Gold Red Maple	2" cal. S&B	7%	LTF	3	<i>Liriodendron tulipifera</i> 'Fastigiate'	Fastigiate Tuliptree	2" cal. S&B
12%	CAH	30	<i>Ceanothus arborea</i> 'Hummelgold'	Hummelgold Summervine	36" H., 5 gal. pot	24%	RAG	59	<i>Rhus aromatica</i> 'Gro-Low'	Gro-Low Fragrant Sumac	24" H., 3 gal. pot
10%	RL	28	<i>Rosa virginica</i> 'Little Henry'	Little Henry Sweetrose	24" H., 3 gal. pot	CVM	158	<i>Coverup verticillata</i> 'Moonbeam'	Moonbeam Threelobed Cornopsis	1 gal. pot, 24" o.c.	
10%	JP	25	<i>Juniperus horizontalis</i> 'Thurmount'	Anderson Spreading Juniper	24" spr., 3 gal. pot	WRE	352	<i>Hemerocallis sp.</i> 'Happy Returns'	Happy Returns Dwarf Daylily	1 gal. pot, 30" o.c.	
10%	LSS	4	<i>Liquidambar styraciflua</i>	Slender Silhouette		PAG	80	<i>Pennisetum setaceum</i> 'Ginger Love'	Ginger Love Fountain Grass	1 gal. pot, 30" o.c.	
9%	PFA	24	<i>Potentilla fruticosa</i> 'Abbotswood'	American Sweetgum	2-1/2" cal. S&B	GENERAL SITE LANDSCAPING					
17%	PGO	7	<i>Picea glauca</i> 'Demaris'	Black Hills White Spruce	24" H., 3 gal. pot	2%	JCH	5	<i>Juniperus chinensis</i> 'Nana Columnaris'	Nana Columnar Upright Juniper	4' - 5' H. S&B
17%	GBS	7	<i>Quercus bicolor</i> 'Beacon'	Beacon Swamp White Oak	2-1/2" cal. S&B	5%	JVO	13	<i>Juniperus virginiana</i> 'Grey Owl'	Grey Owl Spreading Juniper	24" spr., 3 gal. pot
EPH	6	<i>Echinacea purpurea</i> 'Magnus'	Magnus Purple Coneflower		1 gal. pot, 24" o.c.	12%	PFA	30	<i>Potentilla fruticosa</i> 'Abbotswood'	Abbotswood Shrub Cinquefoil	24" H., 3 gal. pot
PAL	56	<i>Pennisetum setaceum</i>	Little Bunny			15%	OR	6	<i>Quercus rubra</i>	Red Oak	2-1/2" cal. S&B
						PAG	26	<i>Pennisetum setaceum</i> 'Ginger Love'	Ginger Love Fountain Grass	1 gal. pot, 30" o.c.	
						PAV	14	<i>Pennisetum alpinum</i> 'Wildescence'	Black Flowered Fountain Grass	1 gal. pot, 30" o.c.	

LANDSCAPE CALCULATIONS

GREENBELT LANDSCAPING ADJACENT TO STREET FRONTAGE
Middle Belt Road (B71 L1.)
* Two (2) deciduous trees / 100 l.f. = 6.71 x 2 = 13.42 trees = 14 trees
* One (1) evergreen tree / 100 l.f. = 6.71 x 7 trees
* One (1) ornamental tree / 100 l.f. = 6.71 x 7 trees
* Twenty (20) shrubs / 100 l.f. = 6.71 x 20 = 134 shrubs
* Three foot (3') height landscape berm
PARKING LOT LANDSCAPING (67 parking spaces)
* One (1) canopy tree shall be provided for every ten (10) parking spaces
* One (1) tree per ten (10) spaces at sixty-seven (67) spaces equals 6.71 trees = 7 trees
* One hundred (100) square feet of landscape area shall be provided shall be provided for every ten (10) parking spaces
* One hundred (100) sq. ft. of landscape area per ten (10) spaces at sixty-seven (67) spaces equals 671 sq. ft. of landscape area

LANDSCAPE PLAN FOR: PROJECT LOCATION:
Safeway Oil Company Safeway Oil Service
19655 West Outer Drive West Side of
Suite 207 W Middle Belt Road
Dearborn, Michigan 48124 South of Wick Road
Mr. Sam Beydoun Romulus, Michigan
(313) 624-9911

LANDSCAPE PLAN BY:
Nagy Devlin Land Design, L.L.C.
31736 West Chicago Ave.
Livonia, Michigan 48150
(734) 634-9208

LP - 1: LANDSCAPE PLANTING PLAN
* Base data provided by Hubbell, Roth, and Clark.

FUTURE EV CHARGING STATIONS

- Installation is typically 6 months, with most of this time spent getting approval by DTE
- Level 3, 240-watt electric chargers will be installed
- These are the fastest and most effective on the market and typically fully charge a vehicle within 30-40 minutes



TRAFFIC & ENVIRONMENTAL IMPACTS

Traffic

- Impact study was performed showing no need for additional signals or to prevent left turns from the site onto Middlebelt Road

Environmental

- All assessments were completed, and the site will conform to all requirements, including Wayne County Stormwater Management

COMMUNITY BENEFIT

- Enhancing local infrastructure with a modern service center
- Supporting the community with additional amenities and services
- Added revenue to Romulus tax rolls

AIRPORT AUTHORITY BENEFIT

- DTW is a residual budgeted airport, meaning the funding to operate comes from the airlines with zero public tax dollars used
- Revenues offset expenses, leading to lower operating costs to airlines
- DTW is one of the most efficient airports, and a leader in offering low operating costs to airlines
- Additional revenue from Safeway will continue the trend of efficient operations at DTW

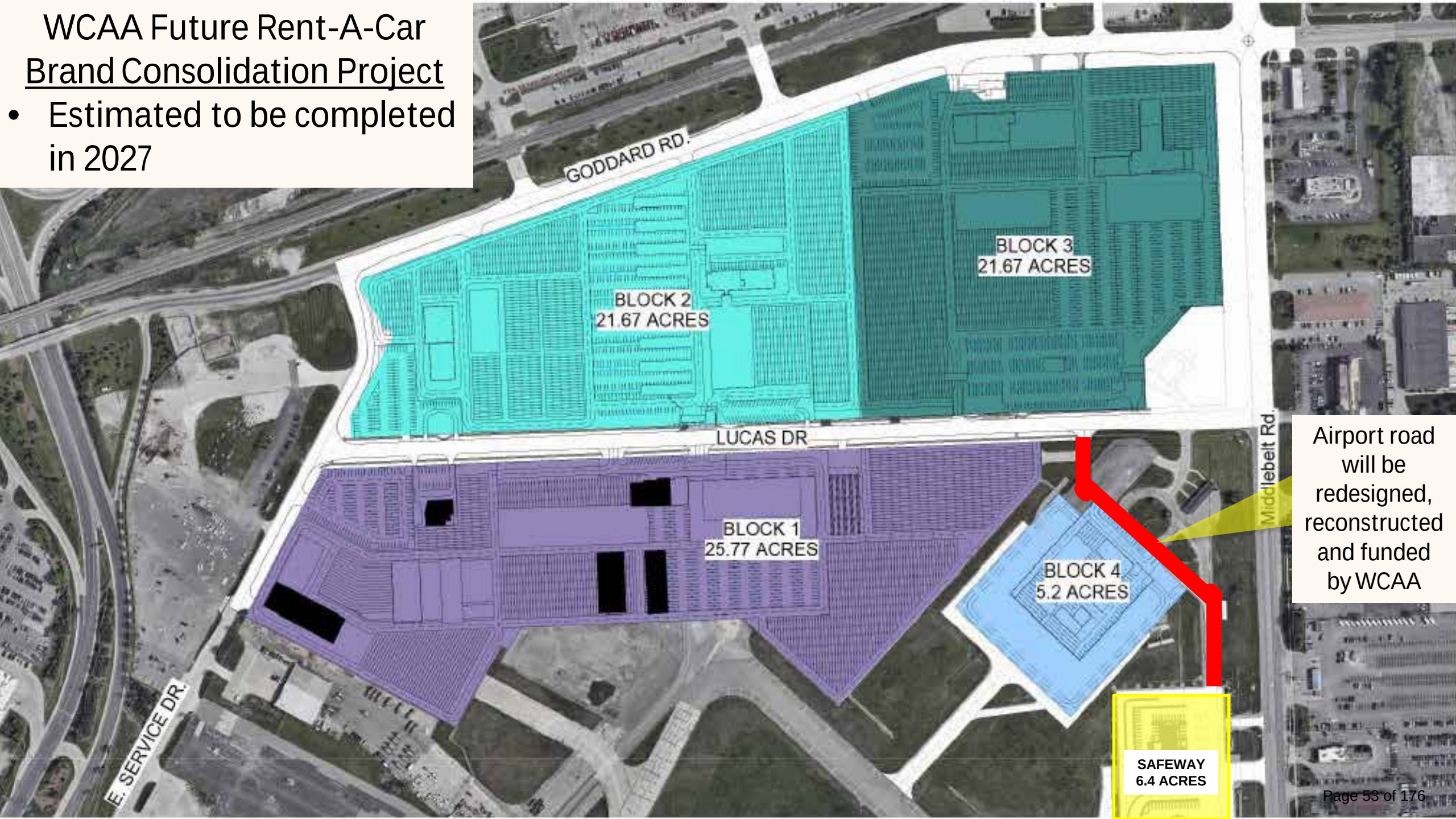
WCAA Existing Rent-A-Car Operation on Lucas Drive

- Hertz, Thrift/Dollar
- Enterprise, National, Alamo
- Avis, Budget/Payless



WCAA Future Rent-A-Car Brand Consolidation Project

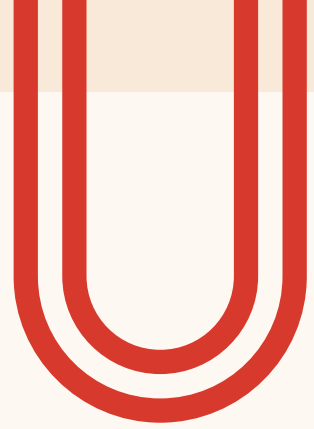
- Estimated to be completed in 2027



Airport road will be redesigned, reconstructed and funded by WCAA

DTW AWARDS & RECOGNITION

- J.D. Power 2019 and 2023 North America Airport Satisfaction Study Highest Customer Satisfaction – Mega Airport
- Airports Council International's 2018, 2020 and 2022 Airport Service Quality Award for Best Airport by Size and Region (25 to 40 million passengers per year in North America)
- Air Transport Research Society 2022 and 2023 Airport Efficiency Excellence Award
- Many more awards and accreditations in air cargo, construction, sustainability, snow removal and financial reporting



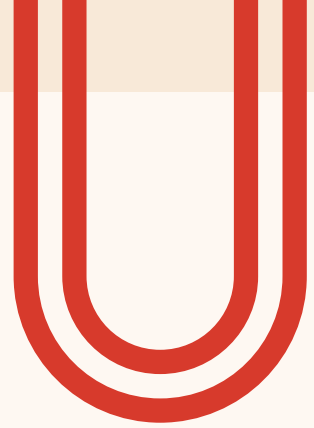
NEXT STEPS

MAY 6 – ROMULUS CITY COUNCIL APPROVAL

MAY 17 – WCAA BOARD APPROVAL

MAY 20 – ROMULUS PLANNING COMMISSION APPROVAL

GROUNDBREAKING UPON PERMITTING APPROVAL



SAFEWAY FUELING CENTER

THANK YOU FOR YOUR
CONSIDERATION



City of Romulus

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

Council Meeting Held: **May 6, 2024**

Item No. A.

General Description: Approval of the Chairperson's Report

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **May 6, 2024**

Item No. A.

General Description: FY23/24 Municipal Credit and Community Credit SMART Contract

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: FY2023/2024 Municipal Credit and Community Credit SMART Contract
DATE: April 30, 2024

I concur with the recommendation of Rose Swidan, Senior Services Director, and respectfully request City Council's authorization for the Mayor and Clerk to enter into the attached agreements for the community credit program and the local transit program between SMART and the City of Romulus for the 2023/2024 fiscal year.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to enter into the attached agreements for the community credit program and the local transit program between SMART and the City of Romulus for the 2023/2024 fiscal year.

CITY OF ROMULUS - INTEROFFICE MEMORANDUM

TO: Mayor Robert A. McCraight
FROM: Rose Swidan, Senior Services Director
SUBJECT: FY 2023/2024 SMART contract
DATE: April 22, 2024

The FY2023/24 SMART Municipal and Community Credit contract is attached for your review and approval. The City of Romulus receives Community Credit funds from the transit millage collected by Wayne County and the Municipal Credits from the State of Michigan.

This year the Community Credit funds are \$39,070 which includes a slight increase and the Municipal Credits, funded by MDOT also shows a slight increase at \$23,570 for and annual total of \$60,780.

This contract was just received for this fiscal year, from SMART. We should also be receiving the contract for the FY2024-25 before July 2024.

If you have any questions or require further information, please feel free to contact me at (734) 955-4130.

C Maria Lambert, Director of Resident Services
 Kevin Krause, Director of Community Development and Safety

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2024

I, _____, as the _____ of **the City of Romulus** (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period July 1, 2023 through June 30, 2024 (Section 1 below), and **Community Credits** available for the period July 1, 2023 to June 30, 2024 (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use **\$23,570** in **Municipal Credit** funds as follows:

- (a) Transfer to _____ Funding of: \$ _____
TRANSFeree COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ _____
(Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Services Purchased from Subcontractor At the cost of: \$ _____

(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total \$23,570

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State's approved budget. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature

to SMART. All Municipal Credit funding must be spent by June 30, 2026; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use **\$39,070** in **Community Credit** funds available as follows:

(a) Transfer to _____ Funding of: \$ _____

TRANSFeree COMMUNITY

(b) Van/Bus Operations At the cost of: \$ _____
(Including Charter and Taxi services)

(c) Services Purchased from SMART At the cost of: \$ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)

(d) Capital Purchases At the cost of: \$ _____

(e) Services Purchased from Subcontractor At the cost of: \$ _____

(NAME OF SUBCONTRACTOR)

(See attached Subcontractor Service Agreement)

Total \$39,070

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2024, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2027; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This Agreement shall be binding once signed by both parties.

**SUBURBAN MOBILITY AUTHORITY FOR
REGIONAL TRANSPORTATION**

CITY OF ROMULUS

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

PROJECT DESCRIPTION

Overall Project Description (Provide a descriptive narrative):

Service Area (Provide geographic boundaries):

Service Times (Provide days and hours of service):

Eligible User Groups (Users eligible to use the service):

Fare Structure: (Cost to use service)

Service Mode (Describe the amount and type of vehicles available, and whether they are wheelchair lift-equipped):

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: City of Romulus

Contract Period: July 1, 2023 through June 30, 2024

Account Number: 48130

OPERATING EXPENSES:

Administrative Fee: *(All employees
other than drivers and dispatchers)*

(10% max. of MC & CC funds)

Driver Wages

Fringe Benefits

Gasoline & Lubricants

Vehicle Insurance

Parts, Maintenance Supplies

Mechanic Wages

Fringe Benefits

Dispatch Wages

Other (Specify)

Sub-Total (Operating Expenses)

PURCHASED SERVICE:

Taxi Service

Charter Service

SMART Bus Tickets

SMART Shuttle Service

SMART Dial-A-Ride

Other (Specify) _____

Sub-Total (Purchased Service)

CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment

Software

Vehicle

Maintenance Equipment

Other (Specify)

Sub-Total (Capital Equipment)

**TOTAL EXPENSES _____ Operating
Expenses, Purchased Service, and Capital
Equipment:**

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	\$23,570
Community Credit Funds	\$39,070
Specialized Services Funds	
General Funds	
Farebox Revenue	
In-Kind Service	
Special Fares (Contracted Service)	
Other (Specify)	

TOTAL REVENUE:

(Note: ***TOTAL EXPENSES*** must equal ***TOTAL REVENUE***)

Suburban Mobility Authority for Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Agency/Community Information		
Program Type: Community Partnership Program (CPP) ☐ Specialized Service ☐ New Freedom ☐ JARC ☐ 5310 ☐		
Name of Agency/Community:		
Address:		
City:	State:	Zip:
Agency/Community Data		

	Employees	Male	Female	Minority	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers																		
Professionals																		
Technicians																		
Office and Clerical Staff																		
Craftsmen (Skilled)																		
Operators (Semi-Skilled)																		
Laborers (Unskilled)																		
Service Workers																		
Journey Workers																		
Apprentices																		
Total																		
Certification																		
How was this information obtained? Visual Survey: Yes ☐ No ☐ Employment Records: Yes ☐ No ☐																		
Name of Authorizing Official (Print):											Title:							
Signature:											Date:							
Contact person for report:											Title:							
Telephone:					Ext:					Email:								



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: May 6, 2024

Item No. B.

General Description: No Fee Permit - Elmer Johnson's Park/Carrie Hurn - Wick Elementary

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: No Fee Permit for Elmer Johnson's Park/Carrie Hurn – Wick Elementary 3rd and 4th Grade Picnic
DATE: April 30, 2024

I concur with the request of Colleen Dumas, Recreation Director, and respectfully request that City Council authorize a no fee permit to Carrie Hurn (Wick Elementary) for the use of the Elmer Johnson's Park pavilion on Thursday, June 6, 2024 to for their end of the year 3rd and 4th grade picnic.

Motion by _____ supported by _____ to concur with the administration and authorize a no fee permit to Carrie Hurn (Wick Elementary) for the use of the Elmer Johnson's Park pavilion on Thursday, June 6, 2024 to for their end of the year 3rd and 4th 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 / Carrie Hurn
DATE: THURSDAY, JUNE 6, 2024

Carrie Hurn (Wick Elementary), has requested a no fee permit to use the Elmer Johnson pavilion on Thursday, June 6, 2024 for 3rd and 4th grade picnic to celebrate the end of the 2024 school year.

Should you concur, I respectfully request you forward this document to City Council for approval on May 6, 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: May 6, 2024

Item No. C.

General Description: Request to Amend the 457(b) Plan

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Request to Amend the 457(b) Plan
DATE: April 30, 2024

I concur with the recommendation of Keven Losen, Human Resources Director and legal counsel and respectfully request Council authorize the Mayor and Clerk to enter into the attached Amended and Restated City of Romulus 457(b) Plan to provide employees the additional ability to voluntarily invest post-tax dollars to a Roth account using approved investment advisors. This modification does not result in any cost to the City.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to enter into the attached Amended and Restated City of Romulus 457(b) Plan to provide employees the additional ability to voluntarily invest post-tax dollars to a Roth account using approved investment advisors. This modification does not result in any cost to the City.

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: April 30, 2024

SUBJECT: Request for Council Approval – Amendment to 457b Plan

Mayor,

I respectfully request your concurrence to a proposed amendment to the existing City of Romulus 457b plan currently offered to employees. The amendment seeks to provide employees the additional ability to voluntarily invest *post-tax* dollars to a Roth account using our approved investment advisors. I have attached a recommendation letter from City Attorney Stephen Hitchcock. The proposed modification does not result in any cost to the City.

If you concur, I request that the issue be placed on the agenda for consideration by Romulus City Council at the May 6, 2024 meeting. Mr. Hitchcock will be present to answer any questions that may arise.

Troy ▼ Lansing ▼ Detroit ▼ Florida

John A. Anderson
Peter J. Bill
Michael L. Bosnic
Robert A. Bryant
Thomas P. Cavanaugh
Kenneth B. Chapie
Anthony K. Chubb
John C. Clark
Travis M. Comstock
George A. Contis
Kellie S. DeVito

Samantha S. Faulkner
Elizabeth A. Favaro
Kara S. Ferrara
Timothy D. Finegan
John R. Fleming
Anne R. Gabbert
John J. Giarmarco
Julius H. Giarmarco
Bruce W. Haffey
Lindsay P. Hazen
William H. Heritage, III

Stephen J. Hitchcock
William H. Horton
Keela P. Johnson
Salvatore J. LaMendola
Alexander Lebedinski
Victoria S. Lehman
Adam Levitsky
Ryan P. McNeil
Christopher D. Messing
John L. Miller
Karie Miller

Robert A. Mills
Courtney Q. Moore
Timothy J. Mullins
David A. Occhiuto
Ryan L. Perry
Dennis M. Rauss
James Y. Rayis
Annabel F. Shea
Lauren M. Studley
Paul A. Thursam
Jared M. Trust

Geoffrey S. Wagner
Donald K. Warwick
Matthew S. Weaver
Richard A. Wojewoda
LeRoy H. Wulfmeier, III

Of Counsel
David G. Gorcycya
Albert Taylor Nelson, Jr.
Peter J. Sarkesian
Lawrence F. Schiller

Direct Dial: (248) 457-7024
Email : sjh@gmhlaw.com

April 29, 2024

**CONFIDENTIAL ATTORNEY-CLIENT
COMMUNICATION SUBJECT TO PRIVILEGE**

Kevin Losen, Human Resources Director
11111 Wayne Road
Romulus, MI 48174

Re: Amendment to the 457(b) Plan

Dear Mr. Losen:

As you know, there was a request by the investment advisors that the City add a Roth account choice for the employee contributions to the 457(b) Plan.

Currently employees can voluntarily contribute pre-tax dollars to an account during their employment. That money is taxed when it is withdrawn from the plan. Contributions to a Roth account are not pre-tax, therefore, taxes would be withheld at the time of the contribution but both the earning on the fund and the original amount contributed can be withdrawn without taxes.

Attached please find the amended plan for Council's approval. Page 6, Section 2.3 adds the Roth Account choice to the Plan.

Very truly yours,

GIARMARCO, MULLINS & HORTON, P.C.



Stephen J. Hitchcock
City Attorney

Enc:
cc:

Amended and Restated
City of Romulus 457(b) Plan
Effective Date of This Document - 2024

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457(b) PLAN DOCUMENT

DEFERRED COMPENSATION PLAN

PREAMBLE

Adoption of Plan

The City of Romulus 457(b) Plan (hereinafter “the Plan”), an eligible deferred compensation plan within the meaning of Section 457(b) of the Internal Revenue Code of 1986, as amended (hereinafter the “Code”), of a State or local government as described in Code Section 457(e)(1)(A), that meets the requirements of Code Section 401(a)(37), originally adopted by City of Romulus (hereinafter the “Employer”) effective April 1, 1982 and hereby amended effective as of October 1, 2018.

Purpose of Plan

The primary purpose of this Plan is to permit Employees of the Employer to enter into an agreement which will provide for deferral of a portion of payment of his or her current compensation until death, retirement, Severance from Employment , or other event, in accordance with the provisions of the Code Section 457(b), with other applicable provisions of the Code, and in accordance with the General Statutes of the State.

Status of Plan

It is intended that the Plan shall qualify as an eligible deferred compensation plan within the meaning of Code Section 457(b) sponsored by an eligible employer within the meaning of Code Section 457(e)(1)(A), i.e., a State, political subdivision of a State, or agency or instrumentality of a State or political subdivision of a State.

The Plan shall be administered and maintained as a separate and independent eligible deferred compensation plan for each Employer that adopts the Plan.

Tax Consequences of Plan

The Employer does not and cannot represent or guarantee that any particular federal or State income, payroll, or other tax consequence will occur by reason of participation in this Plan. A Participant should consult with his or her own counsel or other representative regarding all tax or other consequences of participation in this Plan.

SECTION I DEFINITIONS

1.1 Plan Definitions

For purposes of this Plan, the following words and phrases have the meaning set forth below, unless a different meaning is plainly required by the context:

An “**Account Balance**” means the bookkeeping account maintained with respect to each Participant which reflects the value of the deferred Compensation credited to the Participant, including the Participant’s Annual Deferrals, the earnings or loss of the Trust Fund (net of Trust Fund expenses) allocable to the Participant, any transfers for the Participant’s benefit, and any distribution made to the Participant or the Participant’s Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant’s death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section VII for rollover contributions made for a Participant, the account established for a Beneficiary after a Participant’s death, and any account or accounts established for an alternate payee (as defined in Code Section 414(p)(8)).

The “**Administrator**” means the Employer. The term Administrator includes any person or persons, committee, or organization appointed by the Employer to administer the Plan.

An “**Annual Deferral**” means the amount of Compensation deferred in any calendar year.

The “**Beneficiary**” of a Participant means the person or persons (or, if none, the Participant’s surviving spouse, or if the Participant has no surviving spouse, the Participant’s surviving children in equal shares, or if there are no surviving children, the Participant’s estate) who is entitled under the provisions of the Plan to receive a distribution in the event the Participant dies before receiving distribution of his or her entire interest under the Plan. If a married Participant designates his or her spouse as Beneficiary under the Plan, such designation shall automatically become null and void as of the date of any final divorce or similar decree or order; except that the Participant may re-designate such former spouse as his or her Beneficiary after the date of the final decree or order.

The “**Code**” means the Internal Revenue Code of 1986, as now in effect or as hereafter amended from time to time. Reference to a Code Section includes such section and any comparable section or sections of any future legislation that amends, supplements, or supersedes such section.

The “**Compensation**” of a Participant means all cash compensation for services to the Employer that is includible in the Employee’s gross income for the calendar year, including, as applicable, compensation attributable to services as an independent contractor, plus amounts that would be cash compensation for services to the Employer includible in the Employee’s gross income for the calendar year but for a compensation reduction election under Code Section 125, 132(f), 401(k), 403(b), or 457(b) (including an election to defer compensation under Section II).

Any payments described below made to a Participant after a Severance from Employment shall qualify as Compensation for purposes of the Plan, but only if the payments are made by the later

of (a) the end of the calendar year in which the Severance from Employment occurred or (b) within 2 ½ months of such Severance from Employment:

- (a) Compensation that, absent a Severance from Employment, would have been paid to the Participant while the Participant continued in employment with the Employer, but only if such payments constitute regular compensation for services during the Participant's regular working hours, compensation for services outside the Participant's regular working hours (such as overtime or a shift differential), commissions, bonuses or other similar payments that would otherwise be included in determining Compensation under the Plan.
- (b) Payments for accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued.

Any payment that is not described above shall not be considered Compensation if it is paid after the date of the Participant's Severance from Employment, even if it is paid within 2 ½ months of such date. Thus, for example, Compensation does not include severance pay.

For years beginning after December 31, 2008, (a) a Participant receiving a differential wage payment, as defined by Code Section 3401(h)(2), by reason of qualified military service (within the meaning of Code Section 414(u)), is treated as an Employee of the Employer making the payment and (b) the differential wage payment is treated as Compensation.

An “**Employee**” means each natural person who is employed by the Employer as a common law employee on a full time basis or on a part-time basis and any employee in an elected or appointed position; provided, however, that the term Employee shall not include a leased employee or any employee who is included in a unit of employees covered by a collective bargaining agreement that does not specifically provide for participation in the Plan.

Any individual who is not treated by the Employer as a common law employee of the Employer shall be excluded from Plan participation even if a court or administrative agency determines that such individual is a common law employee of the Employer, unless the Employer has included the individual in Plan participation as an independent contractor.

An “**Employer**” means the eligible employer (within the meaning of Code Section 457(e)(1)) that has adopted the Plan. In the case of an eligible employer that is an agency or instrumentality of a political subdivision of a State within the meaning of Code Section 457(e)(1)(A), the term Employer shall include any other agency or instrumentality of the same political subdivision that has adopted the Plan.

The term Employer shall also include any Participating Employer that adopts the Plan, except as otherwise provided.

An “**Employer Contribution**” means Annual Deferrals made to the Account Balance of a Participant by the Employer on a non-elective basis.

“**Includible Compensation**” means, with respect to a taxable year, the Participant's compensation as defined in Code Section 415(c)(3) and the regulations thereunder, for services performed for

the Employer. The amount of Includible Compensation is determined without regard to any community property laws.

“Normal Retirement Age” means age 70 ½, unless the Participant has elected an alternate Normal Retirement Age and delivered such election to the Administrator. Such date shall be no earlier than the earliest date that the Participant will become eligible to retire and receive, under the basic defined benefit pension plan of the Employer (or a money purchase plan in which the Participant also participates if the Participant is not eligible to participate in a defined benefit plan) immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age, but not greater than age 70 ½. If a Participant continues employment after attaining age 70 ½, not having previously elected an alternate Normal Retirement Age, the Participant’s alternate Normal Retirement Age shall not be later than the mandatory retirement age, if any, established by the Employer, or any age at which the Participant actually has a Severance from Employment if the Employer has no mandatory retirement age. If the Participant will not become eligible to receive benefits under a basic defined benefit pension plan (or money purchase pension plan, if applicable) maintained by the Employer, the Participant’s alternate Normal Retirement Age may not be earlier than age 65 and may not be later than age 70 ½.

In the event a Participant is a qualified police or firefighter (as defined under Code Section 41 5(b)(2)(H)(ii)(I)) Normal Retirement Age means age 70 ½, unless the Participant has elected an alternate Normal Retirement Age and delivered such election to the Administrator, which may not be earlier than age 40 and may not be later than age 70 ½.

A Participant’s Normal Retirement Age must be the same as his or her Normal Retirement Age under any other eligible deferred compensation plan or plans sponsored by the Employer. The designation of a Normal Retirement Age under the Plan does not compel retirement with the Employer.

The **“Participant”** means an individual who is currently deferring Compensation, or who has previously deferred Compensation under the Plan by salary reduction and who has not received a distribution of his or her entire benefit under the Plan. Only individuals who perform services for the Employer as an Employee may defer Compensation under the Plan.

“Participating Employer” means an eligible employer (within the same classification of eligible employer under Code Section 457 (e)(1)(A) or (B) as the Employer (not including, for this purpose, and the Participating Employer) that adopts the Plan by executing a Participating Employer Agreement.

A **“Plan Year”** means the calendar year.

“Severance from Employment” means the date that the Employee dies, retires, or otherwise has a severance from employment with the Employer, as determined by the Administrator (and taking into account guidance issued under the Code). Solely for the purpose of determining whether the Participant is entitled to receive a distribution of his or her Account Balance pursuant to Section 6.2, a Participant shall be treated as having incurred a Severance from Employment during any period the Participant is performing service in the uniformed services (as defined in chapter 43 of title 38, United States Code) while on active duty for a period of more than 30 days.

The “**State**” means the State of Michigan, that is the Employer or of which the Employer is a political subdivision, agency, or instrumentality, including any agency or instrumentality of a political subdivision of the State, or the State in which the Employer is located.

The “**Trust Fund**” means the trust fund created under and subject to a trust agreement or a custodial account or contract described in Code Section 401(f) held on behalf of the Plan.

The Trust Fund created or established with respect to any Employer is a separate trust fund, independent of the Trust Fund of any other Employer under the Plan.

The “**Valuation Date**” means each business day.

SECTION II PARTICIPATION AND CONTRIBUTIONS

2.1 Eligibility

Each Employee shall be eligible to participate in the Plan and defer Compensation hereunder immediately upon becoming employed by the Employer.

2.2 Election

An Employee may elect to become a Participant by executing an election to defer a portion of his or her Compensation (and to have that amount contributed as an Annual Deferral on his or her behalf) and filing such election with the Administrator. This participation election shall be made on the deferral agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. Any such election shall remain in effect until a new election is filed or until terminated. The Administrator may establish a minimum deferral amount and may change such minimums from time to time. The deferral agreement shall also include designation of investment funds and a designation of Beneficiary.

- (a) **Special Deferral Election of Sick, Vacation or Back Pay:** A Participant who has not had a Severance from Employment may authorize a special election to defer accumulated sick pay, accumulated vacation pay, and back pay for any calendar month if an election to defer is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the Participant is an Employee on the date the amounts would otherwise be paid or made available. For this purpose, Compensation that would otherwise be paid for a payroll period that begins before Severance from Employment is treated as an amount that would otherwise be paid or made available before an Employee has a Severance from Employment. In addition, a Participant who is a former Employee may elect to defer accumulated sick pay, accumulated vacation pay, and back pay that is paid by the later of 2½ months following the date of the Participant's Severance from Employment or the end of the calendar year in which the Severance from Employment occurred, provided that the special election to defer is entered into before the amount is currently available.
- (b) **Special Deferral Election of Bonuses:** A Participant who has not had a Severance from Employment may authorize a special election to defer that portion of his or her Compensation attributable to Employer paid cash bonuses up to 100% of such bonuses if an election to defer is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the Participant is an Employee on the date the bonus would otherwise be paid or made available.

2.3 Designated Roth Contributions

- (a) Each Participant may make Designated Roth Contributions; provided, however, that a Participant shall not make a Roth Contribution to the Plan for any Plan Year to the extent such Roth Contributions combined with any pre-tax deferrals to the Plan would exceed the limitations of maximum allow total contributions.

(1) General Application. This Subsection will apply to Designated Roth Contributions beginning on or after July 1, 2024.

(A) As of the effective date under (1), the Plan will accept elective deferrals designated as Roth Contributions made on behalf of Participants. A Participant's designated Roth Contributions will be allocated to a separate account and maintained for such Participants.

(B) Unless specifically stated otherwise, designated Roth Contributions will be treated as Deferrals for all purposes under the Plan.

(2) Separate Counting. Contributions and withdrawals of designated Roth Contributions will be credited and debited to the Roth Contribution Account maintained for each Participant.

(A) The Plan will maintain a record of the amount of designated Roth Contributions in each Participant's Roth Contribution Account.

(B) Gains, losses and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Contribution Account and the Participant's other accounts under the Plan.

(C) No contributions other than designated Roth Contributions and properly attributable earnings will be credited to each Participant's Roth Contribution Account.

2.4 Commencement of Participation

An Employee shall become a Participant as soon as administratively practicable following the date the Employee files an election pursuant to Section 2.2. Such election shall become effective no earlier than the calendar month following the month in which the election is made. A new Employee may defer Compensation payable in the calendar month during which the Participant first becomes an Employee if an agreement providing for the deferral is entered into on or before the first day on which the Participant performs services for the Employer.

2.5 Amendment of Annual Deferral Election, Investment Direction, or Beneficiary Designation

Subject to other provisions of the Plan, a Participant may at any time revise his or her participation election, including a change of the amount of his or her Annual Deferrals, his or her investment direction and his or her designated Beneficiary. Unless the election specifies a later effective date, a change in the amount of the Annual Deferrals shall take effect as of the first day of the next following month or as soon as administratively practicable if later. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Administrator.

2.6 Information Provided by the Participant

Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including, without limitation, whether the Employee is a participant in any other eligible plan under Code Section 457(6).

2.7 Contributions Made Promptly

Annual Deferrals by the Participant under the Plan shall be transferred to the Trust Fund within a period that is not longer than is reasonable for the proper administration of the Participant's Account Balance. For this purpose, Annual Deferrals shall be treated as contributed within a period that is not longer than is reasonable for the proper administration if the contribution is made to the Trust Fund within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant, or earlier if required by law.

2.8 Employer Contributions

Employer Contributions shall not apply. Employer Contributions to the Plan are not permitted.

2.9 Leave of Absence

Unless an election is otherwise revised, if a Participant is absent from work by leave of absence, Annual Deferrals under the Plan shall continue to the extent that Compensation continues.

2.10 Disability

A disabled Participant (as determined by the Administrator) may elect Annual Deferrals during any portion of the period of his or her disability to the extent that he or she has actual Compensation (not imputed Compensation and not disability benefits) from which to make contributions to the Plan and has not had a Severance from Employment.

2.11 Protection of Persons Who Serve in a Uniformed Service

An Employee whose employment is interrupted by qualified military service under Code Section 414(u) or who is on a leave of absence for qualified military service under Code Section 414(u) may elect to make additional Annual Deferrals upon resumption of employment with the Employer equal to the maximum Annual Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Annual Deferrals, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

2.12 Corrective Measures

In the event that an otherwise eligible Employee is erroneously omitted from Plan participation, or an otherwise ineligible individual is erroneously included in the Plan, the Employer shall take such corrective measures as may be permitted by applicable law.

2.13 Vesting of Account Balance

A Participant's vested interest in his Account Balance shall be at all times 100%.

SECTION III LIMITATIONS ON AMOUNTS DEFERRED

3.1 Basic Annual Limitation

- (a) The maximum amount of the Annual Deferral under the Plan for any calendar year shall not exceed the lesser of:
 - (i) The “applicable dollar amount” (as defined in paragraph (b) below); or
 - (ii) The Participant’s Includible Compensation (as defined in Code Section 415(c)(3)) for the calendar year.
- (b) The “applicable dollar amount” means the amount established under Code Section 457(e)(15), as indexed.
- (c) Rollover amounts received by the Plan under Treasury Regulation Section 1.457-10(e) and any plan-to-plan transfer into the Plan made pursuant to Section 7.2 shall not be applied against the Annual Deferral limit.

3.2 Age 50 Catch-up Annual Deferral Contributions

A Participant who will attain age 50 or more by the end of a calendar year is permitted to elect an additional amount of Annual Deferral for the calendar year, up to the maximum age 50 catch-up Annual Deferral limit under §414(v)(2), as indexed.

The amount of the age 50 catch-up Annual Deferral for any calendar year cannot exceed the amount of the Participant’s Compensation, reduced by the amount of the elective deferred compensation, or other elective deferrals, made by the Participant under the Plan.

The age 50 catch-up Annual Deferral limit is not available to a Participant for any calendar year for which the Special Section 457 Catch-up Limitation described in Section 3.3 is available and applied.

3.3 Special Section 457 Catch-up Limitation

Notwithstanding the provisions of Sections 3.1 and 3.2, with respect to a year that is one of a Participant’s last three (3) calendar years ending before the year in which the Participant attains Normal Retirement Age and the amount determined under this Section 3.3 exceeds the amount computed under Sections 3.1 and 3.2, then the Annual Deferral limit under this Section 3.3 shall be the lesser of:

- (a) An amount equal to two (2) times the Section 3.1 Applicable Dollar Amount for such year;
or
- (b) The sum of:

- (i) An amount equal to (A) the aggregate Section 3.1 limit for the current year plus each prior calendar year beginning after December 31, 2001, during which the Participant was an Employee under the Plan, minus (B) the aggregate amount of Compensation that the Participant deferred under the Plan during such years, plus
- (ii) An amount equal to (A) the aggregate limit referred to in Code Section 457(b)(2) for each prior calendar year beginning after December 31, 1978, and before January 1, 2002, during which the Participant was an Employee (determined without regard to Sections 3.2 and 3.3, minus (B) the aggregate contributions to Pre-2002 Coordination Plans (as defined in Section 3.4(c)) made by or on behalf of the Participant for such years.

However, in no event can the deferred amount be more than the Participant's Compensation for the year.

3.4 Special Rules

For purposes of this Section III, the following rules shall apply:

- (a) Participant Covered By More Than One Eligible Plan. If the Participant is or has been a participant in one or more other eligible plans within the meaning of Code Section 457(b), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section III. For this purpose, the Administrator shall take into account any other such eligible plan maintained by the Employer and shall also take into account any other such eligible plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan.
- (b) Pre-Participation Years. In applying Section 3.3, a year shall be taken into account only if (i) the Participant was eligible to participate in the Plan during all or a portion of the year and (ii) Compensation deferred, if any, under the Plan during the year was subject to the Basic Annual Limitation described in Section 3.1 or any other plan ceiling required by Code Section 457(b).
- (c) Pre-2002 Coordination Years. For purposes of Section 3.3(b)(ii)(B), "contributions to Pre-2002 Coordination Plans" means any Employer contribution, salary reduction or elective contribution under any other eligible Code Section 457(b) plan, or a salary reduction or elective contribution under any Code Section 401(k) qualified cash or deferred arrangement, Code Section 402(h)(1)(B) simplified employee pension (SARSEP), Code Section 403(b) annuity contract, and Code Section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in Code Section 501(c)(18), including plans, arrangements or accounts maintained by the Employer or any employer for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of Section 3.3(b)(ii)(B) to the extent that the total of such contributions does not exceed the aggregate limit referred to in Code Section 457(6)(2) for that year.

- (d) Disregard Excess Deferral. For purposes of Sections 3.1, 3.2, and 3.3, an individual is treated as not having deferred compensation under a plan for a prior taxable year if excess deferrals under the plan are distributed, as described in Section 3.5. To the extent that the combined deferrals for pre-2002 years exceeded the maximum deferral limitations, the amount is treated as an excess deferral for those prior years.

3.5 Correction of Excess Deferrals

If the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another eligible deferred compensation plan under Code Section 457(b) for which the Participant provides information that is accepted by the Administrator, then the Annual Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant as soon as administratively practicable after the Administrator determines that the amount is an excess deferral.

SECTION IV INVESTMENT RESPONSIBILITIES

4.1 Investment of Deferred Amount

Each Participant or Beneficiary shall direct the investment of amounts held in his or her Account Balance under the Plan among the investment options of the Trust Fund. The investment of amounts segregated on behalf of an alternate payee pursuant to a Plan qualified domestic relations order (as defined under Code Section 414(p)) may be directed by such alternate payee to the extent provided in such order. In the absence of such direction, such amounts shall be invested in the same manner as they were immediately before such segregation was made on account of such order. Each Account Balance shall share in any gains or losses of the investment(s) in which such account is invested.

4.2 Investment Election for Future Contributions

A Participant may amend his or her investment election at such times and by such manner and form as prescribed by the Administrator. Such election will, unless specifically stated otherwise, apply only to future amounts contributed under the Plan.

4.3 Investment Changes for an Existing Account Balance

The Participant, Beneficiary, alternate payee, or Administrator may elect to transfer amounts in his Account Balance among and between those investments available under the Trust Fund at such times and by such manner and form prescribed by the Administrator, subject further to any restrictions or limitations placed on any investment by the Administrator to be uniformly applied to all Participants.

4.4 Investment Responsibility

To the extent that a Participant, Beneficiary, or alternate payee exercises control over the investment of amounts credited to his Account Balance, the Employer, the Administrator, and any other fiduciary of the Plan shall not be liable for any losses that are the direct and necessary result of investment instructions given by a Participant, Beneficiary or an alternate payee.

4.5 Default Investment Fund

The Employer may designate a default investment fund. Any Participant who does not make an investment election on the deferral agreement provided by the Administrator will have his contributions invested in the default investment fund until such time he provides investment direction under Sections 4.2 and 4.3.

4.6 Statements

The Administrator will cause statements to be issued periodically to reflect the contributions and actual earnings posted to the Account Balances.

SECTION V LOANS

5.1 No Loans

There shall be no loans made to Participants from the Plan.

Section 5.2 CARES Act Loan Provisions.

1. 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 may apply for a loan a distribution superseding any conflicting provision set forth in Section 5.1 or Section 6.1.

- (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:
 - (a) 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.
 - (b) 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
 - (c) 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 a virus or disease, closing or reducing hours of a business owned or operated by the individual due to such virus, or other factors as determined by the Secretary of the Treasury.
- (ii.) During the period between March 27, 2020 and September 22, 2020, a Participant who is a CARES Act-Eligible Participant may obtain a loan from the Plan, subject to all the loan limitations of \$50,000.
- (iii.) During the period between March 27, 2020 and December 31, 2020, a Participant who is a CARES Act-Eligible Participant may obtain a Plan loan prior to September 22, 2020, and may make a one-time election by following the procedure adopted by the Plan, to:

- a. Stop loan repayments for the remainder of calendar year 2020; and
 - b. 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.
- (iv.) Other than the above, there shall be no loans made to the Participant from the Plan.

SECTION VI DISTRIBUTIONS

6.1 Distributions from the Plan

- (a) Earliest Distribution Date. Payments from a Participant's Account Balance shall not be made earlier than:
- (i) the Participant's Severance from Employment pursuant to Section 6.2
 - (ii) the Participant's death pursuant to Section 6.3
 - (iii) Plan termination under Section 10.3
 - (iv) an unforeseeable emergency withdrawal pursuant to Section 6.10(a), if permitted under the Plan
 - (v) a de minimis Account Balance distribution pursuant to Section 6.10(b), if permitted under the Plan
 - (vi) a rollover account withdrawal pursuant to Section 6.10(c), if permitted under the Plan
 - (vii) attainment of age 70 ½ withdrawal pursuant to Section 6.10(d), if permitted under the Plan
 - (viii) Qualified Military Service Deemed Severance withdrawal pursuant to Section 6.10(e), if permitted under the Plan
 - (ix) Qualified Distributions for Retired Public Safety Officers pursuant to Section 6.11, if permitted under the Plan
 - (x) Coronavirus related distributions. A participant may take a coronavirus distribution that does not exceed \$100,000 in aggregate amount from all plans the participant participates in. A coronavirus related distribution must be for the reason set forth in Section 5.1 of the Plan for Cares Act Eligible Participants. The distribution must be taken before December 31, 2020.
- (b) Latest Distribution Date. In no event shall any distribution under this Section VI begin later than the Participant's "required beginning date." Such required minimum distributions must be made in accordance with Section 6.6.
- (c) Amount of Account Balance. Except as provided in Section 6.3, the amount of any payment under this Section VI shall be based on the amount of the Account Balance as of the Valuation Date.

6.2 Benefit Distributions Upon Severance from Employment

Distributions required to commence under this section shall be made in the form of benefit provided under Section 6.5. Distributions postponed until the Participant's "required beginning date" will be made in a manner that meets the requirements of Section 6.6.

6.3 Distributions on Account of Participant's Death

Upon receipt of satisfactory proof of the Participant's death, the designated Beneficiary may file a request with the Administrator to elect a form of benefit provided under Section 6.5 and made in a manner that meets the requirements of Section 6.6.

- (a) Death of Participant Before Distributions Begin. If the Participant dies before his or her distributions begin, the designated Beneficiary may elect to have distributions to be made (i) in full within 5 years of the Participant's death (5-year rule) or (ii) in installments over the designated Beneficiary's "life expectancy" (life expectancy rule).

If the designated Beneficiary does not make an election by September 30 of the year following the year of the Participant's death, the Participant's Account Balance will be distributed in a lump sum payment by December 31 of the calendar year containing the fifth anniversary of the Participant's death or if the Participant's spouse is the sole designated Beneficiary by December 31 of the year the Participant would have attained age 70 ½.

- (b) Death of Participant on or After Date Distributions Begins. If the Participant dies on or after his or her distributions began, the Participant's Account Balance shall be paid to the Beneficiary at least as rapidly as under the payment option used before the Participant's death.

For purposes of this Section, a Participant who dies on or after January 1, 2007, while performing qualified military service (as defined in Code Section 414(u)) will be deemed to have resumed employment in accordance with the Participant's reemployment rights under chapter 43 of title 38, United States Code, on the day preceding death and to have terminated employment on the actual date of death for purposes of determining the entitlement of the Participant's survivors to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan, in accordance with the provisions of Code Sections 401(a)(37), 414(u)(9), and 457(g)(4).

6.4 Distribution of Small Account Balances Without Participant's Consent

Notwithstanding any other provision of the Plan to the contrary, if the amount of a Participant's or Beneficiary's Account Balance is not in excess of the amount specified below on the date that payments commence under Section 6.2 or on the date the Administrator is notified of the Participant's death, the Administrator may direct payment without the Participant's or Beneficiary's consent as soon as practicable following the Participant's retirement, death, or other Severance from Employment.

- (a) If the Participant's or Beneficiary's Account Balance (including the rollover contribution separate account) does not exceed \$5,000 (or the dollar limit under Code Section 411(a)(11), if greater), distribution shall be made as follows:
 - (i) If the Participant's or Beneficiary's Account Balance (including the rollover contribution separate account) is \$1,000 or less, distribution shall be made in a lump sum payment, unless the Participant or Beneficiary affirmatively elects distribution through a direct rollover to the "eligible retirement plan" (as defined under Section 6.9(b)) selected by the Participant or Beneficiary;
 - (ii) If the Participant's or Beneficiary's Account Balance (including the rollover contribution separate account) exceeds \$1,000, distribution shall be made through a direct rollover to an individual retirement account selected by the Administrator, unless the Participant or Beneficiary affirmatively elects rollover to a different "eligible retirement plan" (as defined under Section 6.9(b)) or distribution in a lump sum payment.

6.5 Forms of Distribution

In an election to commence benefits under Section 6.2, a Participant entitled to a distribution of benefits under this Section VI may elect to receive payment in any of the forms of distribution offered under the Plan. Such election may be made or modified by the date 30 days prior to commencement of payment. If the Participant fails to elect a distribution option then the benefit shall be paid in the form of a lump sum payment to the Participant or Beneficiary. The forms of distribution available under the Plan are as follows:

- (a) a lump sum payment of the Participant's total Account Balance.
- (b) partial distribution of the Participant's Account Balance in a lump sum payment.
- (c) in a series of installments over a period of years (payable on a monthly, quarterly, semi-annual or annual basis) which extends no longer than the life expectancy of the Participant as permitted under Code Section 401(a)(9).

6.6 Minimum Distribution Requirements

- (a) General Rules.

Notwithstanding anything in this Plan to the contrary, distributions from this Plan shall commence and be made in accordance with Code Section 401(a)(9) and the regulations promulgated thereunder. Additionally, the requirements of this Section 6.6 will take precedence over any inconsistent provisions of the Plan.

- (b) Time and Manner of Distribution.

- (i) 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".
- (ii) 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", then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 ½, if later.
 - (B) If the Participant's surviving spouse is not the Participant's sole "designated Beneficiary" (i.e., multiple beneficiaries), then distributions to the "designated Beneficiaries" will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (C) If the Participant's sole "designated Beneficiary" is not the Participant's spouse, then distributions to the "designated Beneficiary" will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (D) If there is no "designated Beneficiary" as of September 30 of the year following the year of the Participant's death, the Participant's Account Balance will be distributed in a lump sum payment by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (E) 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 subparagraph (b)(ii), other than subsection (b)(ii)(A), will apply as if the surviving spouse were the Participant.

For purposes of this subparagraph (ii) and paragraph (d), unless subsection (b)(ii)(D) applies, distributions are considered to begin on the Participant's "required beginning date." If subsection (b)(ii)(E) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under subsection (b)(ii)(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 subsection (b)(ii)(A)), the date distributions are considered to begin is the date distributions actually commence.

- (iii) Death of Participant on or After Distributions Begin. If the Participant dies on or after distributions begin and before depleting his or her Account Balance, distributions must commence to the “designated Beneficiary” by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (iv) Forms of Distribution. Unless the Participant’s Account Balance is distributed in the form of an annuity contract or in a lump sum on or before the Participant’s “required beginning date” as of the first distribution calendar year, distributions will be made in accordance with paragraphs (c) and (d) if the Participant’s interest is distributed in the form of an annuity contract, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9).
- (c) Required Minimum Distributions During the Participant’s Lifetime.
- (i) 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, Q&A-2 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 and the spouse is more than 10 years younger than the Participant, the quotient obtained by dividing the “Participant’s Account Balance” by the distribution period in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9, Q&A-3 using the Participant’s and spouse’s attained ages as of the Participant’s and spouse’s birthdays in the “distribution calendar year”.
 - (ii) Lifetime Required Minimum Distributions Continue Through Year of Participant’s Death. Required minimum distributions will be determined under this paragraph (c) beginning with the first “distribution calendar year” and up to and including the “distribution calendar year” that includes the Participant’s date of death.
- (d) Required Minimum Distributions After Participant’s Death.
- For purposes of this Section 6.6(d), the Participant’s and Beneficiary’s life expectancy” determination will use the Single Life Table set forth in Treasury Regulation Section 1.401(a)(9)-9, Q&A-1.
- (i) 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:

- (1) 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.
- (2) 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.
- (3) If the Participant’s surviving spouse is not the Participant’s sole “Designated Beneficiary” (i.e., multiple beneficiaries), the “designated Beneficiary’s” remaining “life expectancy” is calculated using the age of the oldest Beneficiary in the year following the year of the Participant’s death, reduced by one for each subsequent year.
- (4) If the Participant’s sole “designated Beneficiary” is not the Participant’s spouse, 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.

(B) No Designated Beneficiary.

If the Participant dies on or after the date distributions begin and there is no “designated Beneficiary” then as of September 30 of the year after the year of the Participant’s death, the minimum amount that will be distributed to the beneficiary designated in this Plan 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.

(ii) Death Before Date Distributions Begin.

(A) Participant Survived by Designated Beneficiary.

Except as provided in this Section, 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 follows:

- (1) 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.
- (2) If the Participant’s surviving spouse is not the Participant’s sole “designated Beneficiary” (i.e., multiple beneficiaries), the “designated Beneficiary’s” remaining “life expectancy” is calculated using the age of the oldest Beneficiary in the year following the year of the Participant’s death, reduced by one for each subsequent year.
- (3) If the Participant’s sole “designated beneficiary” is not the Participant’s spouse, 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.

(B) No Designated Beneficiary.

If the Participant dies before the date distributions begin and there is no “designated Beneficiary” then as of September 30 of the year following the year of the Participant’s death, distribution of the Participant’s entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant’s death to the beneficiary designated in this Plan.

(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 subsection (b)(ii)(A), this subparagraph (d)(ii) will apply as if the surviving spouse were the Participant.

(e) Definitions.

- (i) A Participant's "required beginning date" is April 1 of the year that follows the later of (1) the calendar year the Participant attains age 70 ½ or (2) retires due to Severance from Employment. If the Participant postpones the required distribution due in calendar year he or she attains age 70 ½ or severs employment, to the "required beginning date", the second required minimum distribution must be taken by the end of that year.
- (ii) Participant's "designated Beneficiary" means the individual who is designated as the Beneficiary under Section 8.1 and is the designated Beneficiary under Code Section 401(a)(9) and Treasury Regulation Section 1.401(a)(9)-4.
- (iii) A "distribution calendar year" means a 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 the Participant attains age 70 ½ or retires, if later. 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 subparagraph (b)(ii).

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".

- (iv) A married Participant's "life expectancy", whose spouse is the sole Beneficiary and is more than 10 years younger than the Participant, means the Participant's and spouse Beneficiary's life expectancy as computed by use of the Joint and Last Survivor Life Table under Treasury Regulation Section 1.401(a)(9)-9, Q&A 3. All other Participants will have his or her life expectancy computed by use of the Uniform Lifetime Table under Treasury Regulation Section 1.401(a)(9)-9, Q&A 2. A deceased Participant's or Beneficiary's "life expectancy" means his or her life expectancy as computed by use of the Single Life Table under Treasury Regulation Section 1.401(a)(9)-9, Q&A 1.
- (v) A "Participant's Account Balance" means the Account Balance as of the last Valuation Date in the calendar year immediately preceding the "distribution calendar year" (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the Valuation Date and decreased by distributions made in the valuation calendar year after the Valuation Date. The

Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the “distribution calendar year” if distributed or transferred in the valuation calendar year.

(f) **Special Provision Applicable to 2009 Required Minimum Distributions.**

A Participant who would otherwise be required to receive a minimum distribution from the Plan in accordance with Code Section 401(a)(9) for the 2009 “distribution calendar year” will not receive any such distribution that is payable with respect to the 2009 “distribution calendar year” unless the Participant elects otherwise.

Notwithstanding the provisions of Section 6.9(b)(iii), the Administrator may permit a Participant who receives a minimum distribution from the Plan for the 2009 “distribution calendar year” to make a direct rollover of such distribution to an “eligible retirement plan” in accordance with the provisions of Section 6.9.

The Administrator may also permit a Participant or former Participant who has received a minimum distribution for the 2009 “distribution calendar year” to roll over such distribution back into the Plan, provided the requirements of Code Section 402(c), as modified by Notice 2009-82, extending the 60-day rollover deadline, and the requirements of Section 7.1 are otherwise satisfied. If the distribution received by the Participant included amounts in addition to the minimum required under Code Section 401(a)(9), the Administrator may allow the Participant to include a portion or all of the amount that was not a minimum distribution in the Rollover Contribution made to the Plan in accordance with this paragraph.

The provisions of this Section 6.6(±) are effective for minimum payments made for the 2009 “distribution calendar year” and do not include any minimum payment that is made in 2009, but is attributable to a different year (i.e., the Participant reached his required beginning date in 2008, but payment of the 2008 minimum is not made until 2009).

6.7 Payments to Minors and Incompetents

If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as a court of competent jurisdiction may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

6.8 Procedure When Distributee Cannot Be Located

The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant’s Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address

shown in the Administrator's records; (b) use of a commercial locator service, the internet or other general search method; (c) use such other methods as the Administrator believes prudent.

If the Participant or Beneficiary has not responded within 6 months, the Plan shall continue to hold the benefits due such person until, in the Administrator's discretion, the Plan is required to take other action under applicable law.

Notwithstanding the foregoing, if the Administrator is unable to locate a person entitled to benefits hereunder after applying the search methods set forth above, then the Administrator, in its sole discretion, may pay an amount that is immediately distributable to such person in a direct rollover to an individual retirement plan designated by the Administrator.

6.9 Direct Rollover

- (a) A Participant or spouse Beneficiary (or a Participant's spouse or former spouse who is the alternate payee under a domestic relations order, as defined in Code Section 414(p)) who is entitled to an "eligible rollover distribution" may elect, at the time and in the manner prescribed by the Administrator, to have all or any portion of the distribution paid directly to an "eligible retirement plan" specified by the Participant or spouse Beneficiary in a direct rollover.
- (b) For purposes of this Section 6.9, an "eligible rollover distribution" means any distribution of all or any portion of a Participant's Account Balance, except that an eligible rollover distribution does not include (i) any distribution that is one of a series of substantially equal periodic payment made not less frequently than annually for the life or life expectancy of the Participant or the joint lives or life expectancies of the Participant and the Participant's designated Beneficiary, or for a specified period of ten years or more (ii) any distribution made as a result of an unforeseeable emergency, or (iii) any distribution that is a required minimum distribution under Code Section 401(a)(9).

In addition, an "eligible retirement plan" with respect to the Participant, the Participant's spouse, or the Participant's spouse or former spouse who is an alternate payee under a domestic relations order as defined in Code Section 414(p) means any of the following:

- (i) an individual retirement account described in Code Section 408(a), (ii) an individual retirement annuity described in Code Section 408(b), (iii) an annuity plan described in Code Section 403(a), (iv) a qualified defined contribution plan described in Code Section 401(a), (v) an annuity contract described in Code Section 403(b), (vi) an eligible deferred compensation plan described in Code Section 457(b) that is maintained by a State, political subdivision of a State, or any agency or instrumentality of a State or political subdivision of a State, or (vii) effective for distributions made on or after January 1, 2008, a Roth IRA, as described in Code Section 408A, provided, that for distributions made before January 1, 2010, such rollover shall be subject to the limitations contained in Code Section 408A(c)(3)(B).

- (c) A Beneficiary who is not the spouse of the deceased Participant may elect a direct rollover of a distribution to an individual retirement account described in Code Section 408(b) or to a Roth individual retirement account described in Code Section 408A(b) (“IRA”), provided that the distributed amount satisfies all the requirements to be an eligible rollover distribution. The direct rollover must be made to an IRA established on behalf of the designated non-spouse Beneficiary that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11). The IRA must be established in a manner that identifies it as an IRA with respect to a deceased Participant and also identifies the deceased Participant and the non-spouse Beneficiary. This Section applies to distributions made on or after December 31, 2006.

6.10 Inservice Distributions

- (a) Unforeseeable Emergency Distributions. If the Participant who has not incurred a Severance from Employment or Beneficiary has an unforeseeable emergency, the Administrator may approve a single sum distribution of the amount requested or, if less, the maximum amount determined by the Administrator to be permitted to be distributed under this Section 6.10(a), Treasury Regulation Section 1.457-6(c) or other regulatory guidance. The Administrator shall determine whether an unforeseeable emergency exists based on relevant facts and circumstances, and Treasury Regulation Section 1.457-6(c) or other regulatory guidance.
 - (i) An unforeseeable emergency is defined as a severe financial hardship resulting from the following:
 - (A) an illness or accident of the Participant or Beneficiary, the Participant’s or Beneficiary’s spouse, or the Participant’s or Beneficiary’s dependent;
 - (B) loss of the Participant’s or Beneficiary’s property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner’s insurance, e.g., as a result of a natural disaster);
 - (C) the need to pay for the funeral expenses of a Participant’s or Beneficiary’s spouse, Participant’s or Beneficiary’s dependent or “primary Beneficiary” of the Participant;
 - (D) the need to pay for medical expenses of the Participant or Beneficiary, the Participant’s or Beneficiary’s spouse, Participant’s or Beneficiary’s dependent or the Participant’s “primary Beneficiary” which are not reimbursed or compensated by insurance or otherwise, including non-refundable deductibles, as well as for the cost of prescription drug medication;
 - (E) the imminent foreclosure of or eviction from the Participant’s or Beneficiary’s primary residence; or

- (F) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary. However, except as otherwise specifically provided in this Section 6.10(a), certain circumstances are not considered an unforeseen emergency such as the purchase of a home or the payment of college tuition or credit card debt.

For purposes of this paragraph, if the Participant is not deceased, a “primary Beneficiary” shall be limited to a primary Beneficiary under the Plan, which is an individual who is named as a Beneficiary pursuant to Section 8.1 and has an unconditional right to all or a portion of the Participant’s Account Balance upon the death of the Participant, and which shall not include a contingent Beneficiary. Additionally, dependent shall be limited to the definition under Code Section 152(a), and, for taxable years beginning on or after January 1, 2005, without regard to Code Sections 152(b)(1),(b)(2), and (d)(1)(B).

- (ii) Unforeseeable emergency distribution standard. A distribution on account of unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise; by liquidation of the Participant’s assets, to the extent the liquidation of such assets would not itself cause severe financial hardship; or by cessation of deferrals under the Plan if the cessation of deferrals would alleviate the financial need.
 - (iii) Distribution necessary to satisfy emergency need. Distributions because of an unforeseeable emergency may not exceed the amount reasonably necessary to satisfy the emergency need (which may include any amounts necessary to pay any federal, State, or local income taxes or penalties reasonably anticipated to result from the distribution).
- (b) De minimis Account Balance Distributions. A Participant may request a distribution of his or her total Account Balance before Severance of Employment if all of the following requirements are satisfied:
- (i) the Participant’s total Account Balance (including the rollover contribution separate account) does not exceed \$5,000 (or the dollar limit under Code Section 401(a)(9)(B), if greater);
 - (ii) the Participant has not previously received a distribution of his or her total Account Balance in accordance with the provisions of this Section 6.10(b); and
 - (iii) no Annual Deferral has been made with respect to the Participant during the two-year period ending immediately before the date of the distribution.

Distribution shall be made as soon as practical following the request in a lump sum payment or through a direct rollover to the “eligible retirement plan” (as defined under Section 6.9(b)) selected by the Participant or Beneficiary.

The Administrator may direct payments under this Section 6.10(b) if the requirements of (i), (ii), and (iii) above are met. If the Administrator directs payment, distribution shall be made as follows:

- (iv) If the total Account Balance (including the rollover contribution separate account) is \$1,000 or less, distribution shall be made in a lump sum payment, unless the Participant affirmatively elects distribution through a direct rollover to the “eligible retirement plan” (as defined under Section 6.9(b)) selected by the Participant.
- (v) If the total Account Balance (including the rollover contribution separate account) exceeds \$1,000, distribution shall be made in a direct rollover to an individual retirement account selected by the Administrator, unless the Participant affirmatively elects rollover to a different “eligible retirement plan” (as defined under Section 6.9(b)) or distribution in a lump sum payment.
- (c) Rollover Account Distributions. The Plan does not permit rollover account distributions.
- (d) Age 70 ½ Distributions. Prior to Severance from Employment, a Participant may withdraw all or a portion of his or her Account Balance on or after the first day of the calendar year in which the Participant shall attain age 70½.
- (e) Qualified Military Service Deemed Severance Distributions. Notwithstanding any other provision of the Plan to the contrary, a Participant before Severance of Employment who is absent from employment because of service with the uniformed services (as described in United States Code, Title 38, Chapter 43) for more than 30 days shall be treated as if he or she had incurred a Severance from Employment for purposes of receiving a distribution. A Participant who is deemed to have incurred a Severance from Employment hereunder may elect to receive a withdrawal from his or her Annual Deferrals.

If a Participant receives a distribution in accordance with this Section 6.10(e) and would not otherwise be entitled to receive a distribution under the Plan other than pursuant to this section, his or her Annual Deferrals shall be suspended for at least 6 months after receipt of the withdrawal.

6.11 Qualified Distributions for Retired Public Safety Officers

The Plan does not permit qualified distributions for retired public safety officers.

SECTION VII ROLLOVERS

7.1 Eligible Rollover Contributions to the Plan

- (a) A Participant who is an Employee and who is entitled to receive an eligible rollover distribution from another 457(b) plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. The Administrator may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code Section 402 and to confirm that such plan is an “eligible retirement plan” within the meaning of Code Section 402(c)(8)(B).
- (b) If an Employee makes a rollover contribution to the Plan of amounts that have previously been distributed to him or her, the Employee must deliver to the Administrator the cash that constitutes his or her rollover contribution within 60 days of receipt of the distribution from the distributing “eligible retirement plan.” Such delivery must be made in the manner prescribed by the Administrator.
- (c) The Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan from any “eligible retirement plan” that is an eligible governmental plan under Code Section 457(b).

7.2 Permissive Service Credit Transfers

- (a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code Section 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant’s Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 7.2(a) may be made before the Participant has had a Severance from Employment and without regard to whether the defined benefit governmental plan is maintained by the Employer. The distribution rules applicable to the defined benefit governmental plan to which any amounts are transferred under this Section 7.2(a) shall apply to the transferred amounts and any benefits attributable to the transferred amounts.
- (b) A transfer may be made under Section 7.2(a) only if the transfer is either for the purchase of permissive service credit (as defined in Code Section 415(n)(3)(A)) under the receiving defined benefit governmental plan, including service credit for periods for which there is no performance of services, service credited in order to provide an increased benefit for service credit which a participant is receiving under the plan, and service (including parental, medical, sabbatical, and similar leave) as an employee (other than as an employee described in Code Section 415(n)(3)(C)(i)) of an educational organization described in Code Section 170(6)(1)(A)(ii) which is a public, private, or sectarian school which provides elementary or secondary education (through grade 12) or a comparable level of education, as determined under the applicable law of the jurisdiction in which the service was performed, without application of the limitations of Code Section 415(n)(3)(B) in determining whether the transfer is for the purchase of permissive service credit, or a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3).

SECTION VIII BENEFICIARY

8.1 Beneficiary Designation

A Participant has the right, by written notice filed with the Administrator, to designate one or more Beneficiaries to receive any benefits payable under the Plan in the event of the Participant's death prior to the complete distribution of benefits. The Participant accepts and acknowledges that he or she has the burden for executing and filing, with the Administrator, a proper Beneficiary designation form.

The form for this purpose shall be provided by the Administrator. The form is not valid until it is signed, filed with the Administrator by the Participant, and accepted by the Administrator. Upon the Participant filing the form and acceptance by the Administrator, the form revokes all Beneficiary designations filed prior to that date by the Participant. If a married Participant designates his or her spouse a Beneficiary under the Plan, such designation shall automatically become null and void as of the date of any final divorce or similar decree or order; except that the Participant may re-designate such former spouse or his or her Beneficiary after the date of the final decree or order.

If no such designation is in effect upon the Participant's death, or if no designated Beneficiary survives the Participant, the Beneficiary shall be the Participant's surviving spouse, or if the Participant has no surviving spouse, the Participant's surviving children in equal shares, or if there are no surviving children, the Participant's estate. If a Beneficiary dies after becoming entitled to receive a distribution under the Plan but before distribution is made to him or her in full, the estate of the deceased Beneficiary shall be the Beneficiary as to the balance of the distribution.

SECTION IX ADMINISTRATION AND ACCOUNTING

9.1 Administrator

The Administrator shall have the responsibility and authority to control the operation and administration of the Plan in accordance with the terms of the Plan, the Code and regulations thereunder, and any State law as applicable.

The Administrator may contract with a financially responsible independent contractor to administer and coordinate the Plan under the direction of the Administrator. The Administrator shall have the right to designate a plan coordinator or other party of its choice to perform such services under this agreement as may be mutually agreed to between the Administrator and the plan coordinator or other party.

The Administrator has full and complete discretionary authority to determine all questions of Plan interpretation, policy, participation, or benefit eligibility in a manner consistent with the Plan's documents; such determinations shall be conclusive and binding on all persons except as otherwise provided by law.

9.2 Administrative Costs

All reasonable expenses of administration may be paid out of the Plan assets unless paid (or reimbursed) by the Employer. Such expenses shall include any expenses incident to the functioning of the Administrator, or any person or persons retained or appointed by the Administrator or the Employer incident to the exercise of his or her duties under the Plan, including, but not limited to, fees of accountants, counsel, investment managers, agents (including nonfiduciary agents) appointed for the purpose of assisting the Administrator in carrying out the instructions of Participants as to the directed investment of his or her accounts and other specialists and his or her agents, and other costs of administering the Plan. In addition, unless specifically prohibited under statute, regulation or other guidance of general applicability, the Administrator may charge to the Account Balance of an individual a reasonable charge to offset the cost of making a distribution to the Participant, Beneficiary, or alternate payee. If liquid assets of the Plan are insufficient to cover the fees of the Administrator, then Plan assets shall be liquidated to the extent necessary for such fees. In the event any part of the Plan assets becomes subject to tax, all taxes incurred will be paid from the Plan assets. Until paid, the expenses shall constitute a liability of the Trust Fund described in Section 11.1.

9.3 Paperless Administration

The Administrator may use telephonic or electronic media to satisfy any notice requirements required by this Plan, to the extent permissible under regulations (or other generally applicable guidance). In addition, a Participant's consent to immediate distribution may be provided through telephonic or electronic means, to the extent permissible under regulations (or other generally applicable guidance). The Administrator also may use telephonic or electronic media to conduct plan transactions such as enrolling Participants, making (and changing) salary reduction elections,

electing (and changing) investment allocations, and other transactions, to the extent permissible under regulations (or other generally applicable guidance).

SECTION X AMENDMENTS

10.1 Amendment

The Employer may at any time either prospectively or retroactively amend the Plan. The Employer shall not have the right to reduce or affect the value of any Participant's Account Balance or any rights accrued under the Plan prior to amendment.

10.2 Conformation

The Employer shall amend and interpret the Plan to the extent necessary to conform to the requirements of Code Section 457 and any other applicable law, regulation or ruling, including amendments that are retroactive. In the event the Plan is deemed by the Internal Revenue Service to be administered in a manner inconsistent with Code Section 457, the Employer shall correct such inconsistency within the period provided in Code Section 457(b).

10.3 Plan Termination

In the event of the termination of the Plan, all Account Balances shall be disposed to or for the benefit of each Participant or Beneficiary in accordance with the provisions of Section VI or Section VII as soon as reasonably practicable following the Plan's termination. The Employer shall not have the right to reduce or affect the value of any Participant's account or any rights accrued under the Plan prior to termination of the Plan. The Participant's or Beneficiary's written consent to the commencement of distribution shall not be required regardless of the value of his or her Account Balance.

The distribution in the event of termination of the Plan may, at the discretion of the Employer, be made in the form of a lump sum payment of the Participant's total Account Balance, without regard to the form of distribution elected by the Participant.

SECTION XI TRUST FUND

11.1 Trust Fund

All amounts in a Participant's or Beneficiary's Account Balance, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights shall be held and invested in the Trust Fund in accordance with this Plan. The Trust Fund, and any subtrust established under the Plan, shall be established pursuant to a written agreement that constitutes a valid trust, custodial agreement, annuity contract, or similar agreement under the laws of the State of residence of the Employer, to the extent not superseded by federal law. All investments, amounts, property, and rights held under the Trust Fund shall be held in trust for the exclusive benefit of Participants and their Beneficiaries and defraying reasonable expenses of the Plan and of the Trust Fund. Prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, no part of the assets and income of the Trust Fund may be used for, or diverted to, for purposes other than for the exclusive benefit of Participants and their Beneficiaries. The Employer has no beneficial interest in the Trust Fund and no part of the Trust Fund shall ever revert to the Employer, directly or indirectly, provided, however, that a contribution or any portion thereof made by the Employer through a mistake of fact under Section 12.4 shall upon written request of the Employer, reduced by losses attributable thereto, shall be returned to the Employer.

SECTION XII MISCELLANEOUS

12.1 Non-Assignability

Except as provided in Sections 12.2 and 12.3, no benefit under the Plan at any time shall be subject in any manner to anticipation, alienation, assignment (either at law or in equity) , encumbrance , garnishment, levy , execution, or other legal or equitable process; and no person shall have power in any manner to anticipate, transfer, assign (either law or in equity), alienate or subject to attachment, garnishment, levy, execution, or other legal or equitable process, or in any way encumber his or her benefits under the Plan, or any part thereof, and any attempt to do so shall be void except to such extent as may be required by law.

12.2 Domestic Relation Orders

The Employer shall establish reasonable procedures to determine the status of domestic relations orders and to administer distributions under domestic relations orders which are deemed to be qualified orders. Such procedures shall be in writing and shall comply with the provisions of Code Section 414(p) and regulations issued thereunder.

Notwithstanding Section 12.1, the Administrator may affect a Participant's Account Balance for a "qualified domestic relations order" as defined in Code Section 414(p), and those other domestic relations orders permitted to be so treated by the Administrator under the provisions of the Retirement Equity Act of 1984. The amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the qualified domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan.

12.3 IRS Levy

Notwithstanding Section 12.1, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service to the Plan with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

12.4 Mistaken Contributions

Notwithstanding any other provision of the Plan or the Trust Fund to the contrary, in the event any contribution of an Employer is made under a mistake of fact (and not a Plan operational error), such contribution may be returned to the Employer within one year after the payment of the contribution. Earnings attributable to the excess contribution may not be returned to the Employer (and instead shall be applied otherwise as determined by the Administrator), but losses attributable thereto must reduce the amount to be so returned.

12.5 Employment

Neither the establishment of the Plan nor any modification thereof, nor the establishment of any account, nor the payment of any benefits, shall be construed as giving to any Participant or other person any legal or equitable right against the Employer except as herein provided; and, in no event, shall the terms or employment of any Employee be modified or in any way affected hereby.

12.6 Successors and Assigns

The Plan shall be binding upon and shall inure to the benefit of the Employer, its successors and assigns, all Participants and Beneficiaries and their heirs and legal representatives.

12.7 Written Notice

Any notice or other communication required or permitted under the Plan shall be in writing, and if directed to the Administrator shall be sent to the designated office of the Administrator, and, if directed to a Participant or to a Beneficiary, shall be sent to such Participant or Beneficiary at his or her last known address as it appears on the Administrator's record. To the extent permitted by law, regulation or other guidance from an appropriate regulatory agency, the Administrator, Employer or any other party may provide any notice or disclosure, obtain any authorization or consent, or satisfy any other obligation under the Plan through the use of any other medium acceptable to the Administrator. Such other medium may include, but is not necessarily limited to, electronic or telephonic medium. In addition, any communication or disclosure to or from Participants or Beneficiaries that is required under the terms of the Plan to be made in writing may be provided in any other medium (electronic, telephonic, or otherwise) that is acceptable to the Administrator and permitted under applicable law. The Administrator shall be entitled to reliance on any such communication from a Participant or Beneficiary, including any data or consent included in such communication, provided in any such manner.

12.8 Total Agreement

This Plan and Participant deferral election, and any subsequently adopted Plan amendment thereof, shall constitute the total agreement or contract between the Employer and the Participant regarding the Plan. No oral statement regarding the Plan may be relied upon by the Participant.

12.9 Gender

As used herein the masculine shall include the neuter and the feminine where appropriate.

12.10 Controlling Law

This Plan is created and shall be construed, administered and interpreted in accordance with Code Section 457 and the regulations thereunder, and under laws of the State of residence of the Employer, to the extent not superseded by federal law as the same shall be at the time any dispute or issue is raised. If any portion of this Plan is held illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder shall be unaffected.

IN WITNESS WHEREOF, the Employer has executed this Plan document this ____ day of _____, _____.

City of Romulus

SEAL

By _____

Name Robert M. McCraight

Title Mayor

Attest: _____

Title

(Witness)

Employer Address: 11111 Wayne Road
Romulus, MI 48174-1485

Employer EIN: 38-6006334

Contract Number: ROM-002

**ADDITIONAL PARTICIPATING EMPLOYER AGREEMENT
WITH RESPECT TO City of Romulus 457(b) Plan (the "Plan")**

The following eligible employer will participate in the Plan as a Participating Employer:

PARTICIPATING EMPLOYER INFORMATION:

Name: 34th District Court

Address: 11131 South Wayne Road

City, State, Zip Code: Romulus, Michigan 48174-1485

EMPLOYER IDENTIFICATION NUMBER (BIN): 38-1883899

TYPE OF ENTITY: Government

EFFECTIVE DATE:

☐ New plan. The Participating Employer is adopting the Plan as a new plan effective:

☒ Amended and Restated plan. The Participating Employer is adopting the Plan as an amended and restatement of City of Romulus 457(b) Plan:

(a) The amendment and restatement is effective October 1, 2018

(b) The original effective date of the plan(s) being amended and restated is: April 1, 1982

SIGNATURE: By signing this Additional Participating Employer Agreement, the Participating Employer agrees to adopt (or to continue its participation in) the Plan. The Participating Employer agrees to be bound by all provisions of the Plan and Adoption Agreement as completed by the signatory Employer. The Participating Employer also agrees to be bound by any future amendments (including any amendments to terminate the Plan) as adopted by the signatory Employer.

NAME OF PARTICIPATING EMPLOYER: 34th District Court

NAME OF AUTHORIZED REPRESENTATIVE: Brian Oakley

TITLE OF AUTHORIZED REPRESENTATIVE: Chief Judge of 34th District Court

SIGNATURE: _____
Brian Oakley

DATE: _____



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: May 6, 2024

Item No. D.

General Description: Tax Increment Finance Authority Appointment

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

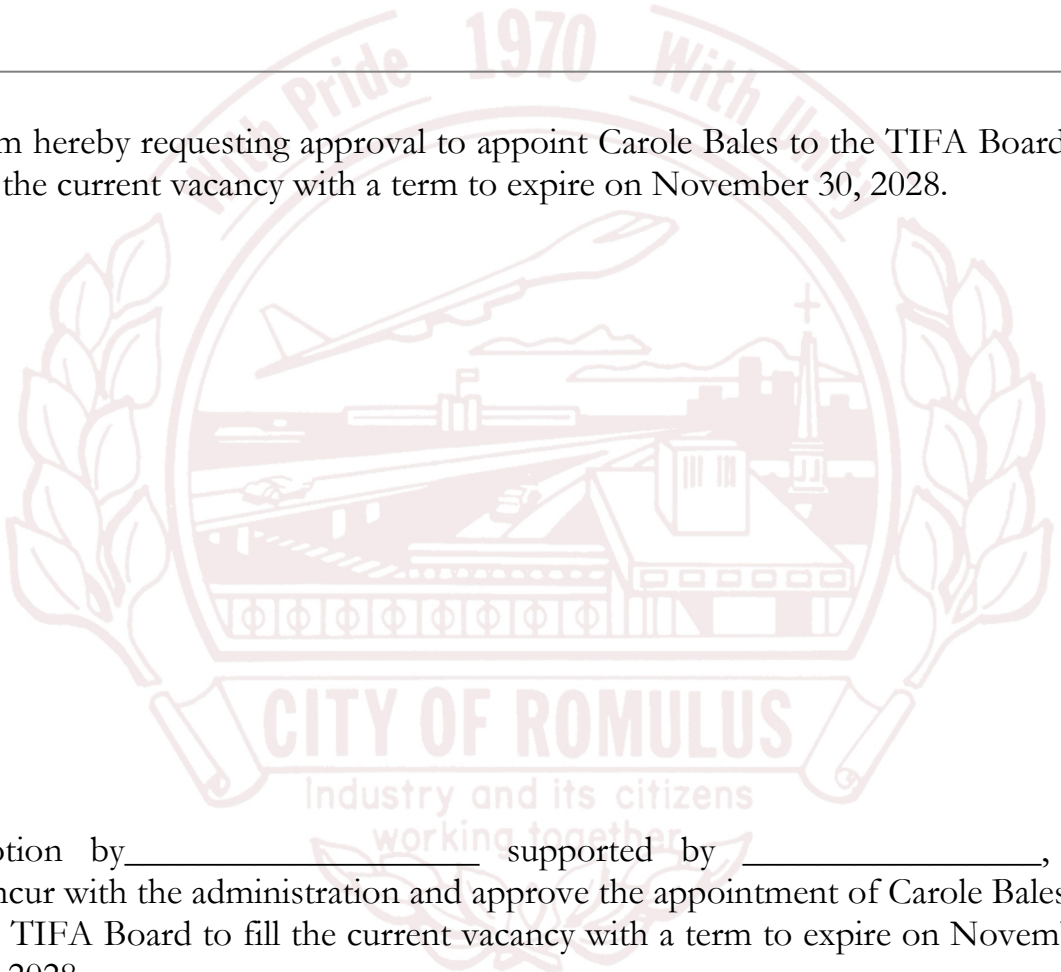
MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Tax Increment Finance Authority Appointment
DATE: 5/2/2024

I am hereby requesting approval to appoint Carole Bales to the TIFA Board to fill the current vacancy with a term to expire on November 30, 2028.



Motion by _____ supported by _____, to concur with the administration and approve the appointment of Carole Bales to the TIFA Board to fill the current vacancy with a term to expire on November 30, 2028.

INTER-OFFICE MEMORANDUM

DATE: April 30th, 2024
TO: Mayor Robert A. McCraight
FROM: Kevin Krause, TIFA Director
SUBJECT: New TIFA Board Appointment

The Tax Increment Finance Authority (TIFA) shall consist of not less than (11) members appointed by the Mayor and approved by City Council. The Authority meets on the second Wednesday of each month at 11:30 a.m. in the City Council Chambers.

We currently have one vacancy on the TIFA Board that needs to be filled, due to a board member passing away on April 22, 2024. Each member shall serve a term of four (4) years. Carole Bales has requested to fill the vacant spot on the board. This appointment will fill the position that expired on April 22, 2024. The appointment term will expire November 30, 2028.

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



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: May 6, 2024

Item No. E.

General Description: Downtown Activities Street Closures

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Downtown Activities Street Closures
DATE: April 23, 2024

I concur with the recommendation of Jerry Frayer, DDA Director and respectfully request that City Council authorize a no fee permit for the *Summer Music* programs and activities in R-District along with the closure Hunt Street from Bibbins to the Post Office entrance from 6:00 pm to 10 pm, on Friday, June 14th, July 12th and August 9th, 2024.

Further, I am requesting authorization for the following road closures for the After Sounds in R-District events on Friday, June 14, 2024 and Friday, August 9, 2024 as follows: Hunt Street beginning at Bibbins Street and ending at the entrance of the Post Office from 6:00 p.m. to 10:00 p.m. and closure of Goddard Road between Shook Road and Sterling Street beginning at 9:00 p.m. and ending at 12:00 a.m. (June 15th and August 10th) to ensure the safety of all participants.

Two motions are required:

Motion by _____ supported by _____ to concur with the administration and authorize a no fee permit for the *Summer Music* programs and activities in R-District along with the closure Hunt Street from Bibbins to the Post Office entrance from 6:00 pm to 10 pm, on Friday, June 14th, July 12th and August 9th, 2024.

Motion by _____ supported by _____ to concur with the administration and authorize the following road closures for the After Sounds in R-District events on Friday, June 14, 2024 and Friday, August 9, 2024 as follows: Hunt Street beginning at Bibbins Street and ending at the entrance of the Post Office from 6:00 p.m. to 10:00 p.m. and closure of Goddard Road between Shook Road and Sterling Street beginning at 9:00 p.m. and ending at 12:00 a.m. (June 15th and August 10th) to ensure the safety of all participants.

Memo

To: Mayor Robert A. McCraight and Honorable City Council
From: Jerry Frayer, Downtown Development Authority Director
Subject: Downtown Activities and Street Closures
Date: April 22nd 2024

I am respectfully requesting that Council authorize a no-fee permit for the following downtown activities on the day of Friday, June 14th, July 12th, and August 9th 2024.

The closure of Hunt Street beginning at Bibbins Street ending at the entrance of the Post Office on Hunt Street beginning at 6:00 p.m. on Friday June 14th, July 12th, and August 9th 2024 and re-opening at 10:00 p.m. Friday, June 14th, July 12th, and August 9th 2024 for the Sounds in R-District.

After Sounds in R-District, I am requesting the closure of Goddard Road beginning at Shook Road ending at Sterling Street beginning at 9:00 p.m. on Friday June 14th and August 9th 2024 and re-opening at 12:00 a.m. Saturday, June 15th 2024 for the “Alumni Night in the Alley” event and Saturday August 10th 2024 for the “70’s Disco in the Alley” event.

I will be available at the council meeting for questions.



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: May 6, 2024

Item No. F.

General Description: Agreement for Water Service between the City of Romulus and the Charter Township of Huron - 29945 Pennsylvania Road

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Agreement for Water Service between the City of Romulus and the Charter Township of Huron at 29945 Pennsylvania Road
DATE: April 30, 2024

I concur with the recommendation of Roberto Scappaticci, DPW Director, and City Attorney Stephen Hitchcock and respectfully request City Council authorize the Mayor and City Clerk to enter into the attached agreement with the Charter Township of Huron to provide water service to 29945 Pennsylvania Road, with acknowledgment from Huron Township that they will become our water services customer.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and City Clerk to enter into the attached agreement with the Charter Township of Huron to provide water service to 29945 Pennsylvania Road, with acknowledgment from Huron Township that they will become our water services customer.

Interoffice Memorandum

TO: Honorable City Council

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

CC: Mayor Robert A. McCraight
Don Straub, Assistant Director, Department of Public Works

DATE: April 22nd, 2024

SUBJECT: Water Service Agreement between the City of Romulus and the Charter Township of Huron at 29945 Pennsylvania Road

Dear Honorable City Council,

At this time, the DPW is requesting approval, to enter into an agreement with the Charter Township of Huron. The agreement will allow for access to water services at 29945 Pennsylvania Road, Huron Township. Huron Township is in agreement with the customer's new service. Also, City Attorney, Steve Hitchcock has reviewed and approved this agreement.

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

Sincerely,



Roberto J. Scappaticci, Director of Public Works

s:\public works\administrative\admin documents\2024 memos\memo to council - water agreement 29945
pennsylvania road.docx

**AN AGREEMENT BY AND BETWEEN THE CHARTER TOWNSHIP OF
HURON, MICHIGAN, A MICHIGAN MUNICIPAL CORPORATION, AND
THE CITY OF ROMULUS, A MICHIGAN MUNICIPAL CORPORATION FOR
THE PROVISION OF WATER SERVICES**

THIS AGREEMENT, made and entered into on the ____ day of ____, 2024, by and between the Charter Township of Huron, a Michigan municipal corporation of the State of Michigan, whose address is 22950 Huron River Drive ,Huron Township Mi. 48164 (hereinafter referred to as Huron), and the City of Romulus, a Michigan municipal corporation of the State of Michigan, whose address is 11111 Wayne Road, Romulus, Michigan 48111, (hereinafter referred to as “Romulus”) (collectively, the “Parties”), both of whom agree and understand as follows:

A. WHEREAS, there is located within the boundaries of the Charter Township of Huron, a certain parcel of real estate (hereinafter referred to as the “Serviced Parcel”), which is currently owned by Ashley Lionte and Eric Lionte (hereinafter referred to the “Title Holder”), which parcel is commonly known as 29945 Pennsylvania, Huron Charter Township, Michigan 48164 and is more particularly described as follows:

SEE ATTACHED EXHIBIT A

Commonly known as 29945 Pennsylvania, Huron Township, Michigan
Parcel ID No. Tax ID: 75-005-99-0003-003.

for which water services are not available;

B. WHEREAS, within the boundaries of Romulus, and in close proximity to the Serviced Parcel in Huron Township, Romulus owns certain water facilities; and

C. WHEREAS, Romulus is desirous of allowing the Title Holder of the Serviced Parcel to connect to the available water facilities owned by Romulus, and the parties wish to reduce the agreement to writing.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Romulus shall allow a connection to the Romulus water facilities to provide service to the Serviced Parcel by the Title Holder, whose address is 29945 Pennsylvania Huron Township Mi. 48164 and Huron Township agrees to Romulus providing such service. Romulus shall require, in this agreement with the Title Holder, that:

(A) Title Holder shall provide written notice to Romulus if (i) their address changes, which notice shall provide their new address; or (ii) if Title Holder transfers ownership of the Serviced Parcel, in which case such notice will identify the current name, address and phone number of the new owner of the Serviced Parcel. The notices shall be provided within five (5) business days of the event triggering the notice requirement;

(B) Prior to commencing any work for the connection of said water connection, Title Holder shall submit site development plans, if necessary, for the water connection to Romulus for review and approval.

(C) Title Holder or its contractor will indemnify and hold harmless Romulus from any injury or damage to persons or property related to the work performed during the water connection, and that said damages or injury is the responsibility of the contractor or Title Holder.

2. The duration of this Agreement shall be until Huron Township supplies its own water facility system to the Serviced Parcel, or unless terminated as set forth herein.

3. The connection into the Romulus water facilities and any installation of service lead pipes shall be accomplished by a contractor acceptable to Romulus, which contractor shall be responsible for acquisition and cost of such right-of-way permits as may be applicable.

4. Romulus will be responsible for the collection of all applicable water tap and inspection fees, debt and any other applicable charges set forth in the applicable Romulus Ordinances, and shall also be responsible for the post-construction inspection of the water connection. Romulus shall bill Title Holder for the water service on a bi-monthly basis. Title Holder shall pay to Romulus the billed amount within thirty (30) business days from the date the bill is received. Romulus shall obtain water meter readings from the Serviced Parcel on a monthly basis in order for Romulus to prepare the aforementioned water bills to Title Holder.

5. The Parties to this Agreement represent that the same was negotiated and drafted mutually by both parties, and neither shall claim otherwise. This Agreement contains the entire agreement between the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, entered into prior to the execution of this Agreement, will alter the covenants, agreements and undertakings herein set forth.

6. The Parties agree that any dispute arising under this Agreement shall be governed by the laws of Michigan and that venue is proper in the appropriate State court in the County of Wayne, Michigan, and the Parties waive any right to a trial by jury regarding the interpretation of this Agreement or any dispute thereunder between the Parties.

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

8. The Parties warrant and represent that each have full power and lawful authority to enter into this Agreement; and that the execution of this Agreement by the individuals who have signed below is legally binding on the Parties. No agent of the Parties shall have the power to revoke, alter, enlarge or relax the stipulations or requirements of this Agreement without the

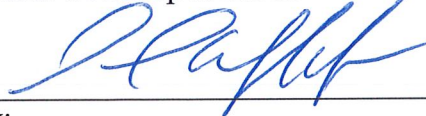
prior formal written authorization to do so, by ordinance, resolution or official action of its City Council.

9. This Agreement, and any modification may be executed in counterparts and by facsimile or e-mail (in .PDF format) transmitted signatures, each of which shall be deemed original for all purposes. Facsimile or e-mail copies of signatures shall be effective upon transmission, and the receipt of a facsimile or e-mail copy (in .PDF format) containing a signature shall be effective and treated as an executed original.

10. The "Effective Date" of this Agreement shall be the date that the last party executes this Agreement.

IN WITNESS WHEREOF, Charter Township of Huron, Romulus and title holder have caused this Agreement to be executed by the person authorized to do so, as of the day and year first above written.

Charter Township of Huron


By: _____

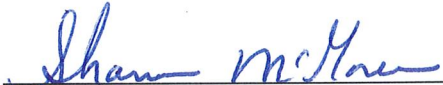
Its: Supervisor


By: _____

Its: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this 17 day of April, 2024, before me personally appeared, David Haab, Supervisor and Jeremy Cady, Clerk, of the Charter Township of Huron known to me to be the same persons described herein and who executed the within instrument, and who have acknowledged the same to be their free act and deed.


_____, Notary Public
Wayne, County, Michigan
My Commission Expires: 8-16-26
Acting in Wayne County, Michigan.

SHANNON MCGOVERN
Notary Public, State of Michigan
County of Wayne
My Commission Expires 08-16-2026
Acting in the County of Wayne

CITY OF ROMULUS

By: Robert McCraight
Its: Mayor

By: Ellen L. Craig-Bragg
Its: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this ____ day of _____, 2024, before me personally appeared, Robert McCraight, Mayor and Ellen L. Craig-Bragg, Clerk, of the City of Romulus known to me to be the same persons described herein and who executed the within instrument, and who have acknowledged the same to be their free act and deed.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan.

Eric Lionte

Ashley Lionte

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this _____ day of _____, 2024, before me personally appeared, Eric Lionte and Ashley Lionte, known to me to be the same persons described herein and who executed the within instrument, and who have acknowledged the same to be their free act and deed.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan.

DRAFTED BY:
Stephen J. Hitchcock, Esq.
Giarmarco, Mullins & Horton, P.C.
101 W. Big Beaver Rd., 10th Floor
Troy, MI 48084
(248) 457-7024

WHEN RECORDED RETURN TO:
City Clerk
City of Romulus
11111 Wayne Road
Romulus, MI 48174

EXHIBIT A



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **May 6, 2024**

Item No. G.

General Description: Sole Source Purchase of four (4) Security Carts from PrintElect for Elections

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Sole Source Purchase of four (4) Security Carts from PrintElect for Elections
DATE: April 30, 2024

I concur with the recommendation of D'Sjonaun Hockenhull, Deputy Clerk and Gary Harris, Purchasing Director, and respectfully request City Council authorize the sole source purchase of four (4) Voter's Choice EX Cart 4000 Security Carts from PrintElect for the City of Romulus Clerk's Office in the amount of \$12,105.00.

Maria Farris, Finance Director has verified that funds for this acquisition are available in the General Fund, Elections, Capital Outlay Expense account #101-262-971.000.

Motion by _____, supported by _____, to concur with the administration, and authorize the sole source purchase of four (4) Voter's Choice EX Cart 4000 Security Carts from PrintElect for the City of Romulus Clerk's Office in the amount of \$12,105.00.



MEMORANDUM

DATE: April 30, 2024
TO: Mayor Robert A. McCraight
FROM: Gary Harris, Purchasing Director
SUBJECT: Sole Source Purchase of four (4) Security Carts from PrintElect for Elections

Under the terms of Chapter 39 of the City of Romulus Code of Ordinances (Section 39-11(d)(1)c.1., Exceptions to Competition-Sole Source Purchase-only one known source that can provide the commodity), I respectfully request that Council authorize the Sole Source purchase of four (4) Voter's Choice EX Cart 4000 Security Carts from PrintElect for the City of Romulus Clerk's department for a total of \$12,105.00.

I concur with the recommendation of Deputy Clerk D'Sjonaun Hockenhull to proceed with this purchase. If you concur, please request Council's authorization for the purchase of four (4) Voter's Choice EX Cart 4000 Security Carts from PrintElect for the City of Romulus Clerk's department for a total of \$12,105.00 under the terms of Sole Source Purchases Exception in Section 39-11(d)(1)c.1 of the City of Romulus Purchasing Ordinance.

Financial Services Director Maria Farris, has verified that funds are available in the General Fund, Elections, Capital Outlay Expense Account (101-262-971.000).

Gary Harris
Purchasing Director



MEMORANDUM

To: Gary Harris, Purchasing Director

From: D'Sjonaun Hockenhull, Deputy City Clerk

Cc: Ellen Craig-Bragg, City Clerk

Date: April 22, 2024

Re: Purchase of four (4) Security Carts from PrintElect

I am requesting approval to purchase four (4) Voter's Choice EZ Cart 4000 from PrintElect in the amount of \$12,105.00. These security carts are custom-made and distributed exclusively by PrintElect. A sole-source letter has been included with this memo.

As materials and supplies for the administration of election increase, concise delivery and storage are a concern for many municipalities in Michigan. The EZ Cart 4000 provides a compact storage solution for the city's record storage facility and allows DPW personnel to deliver election materials, supplies, and equipment in less trips, while also providing an additional layer of security.

Funds for this purchase will be deducted from GL Account #101-262-971.000 (Elections – Capital Outlay) pending approval of an intra-fund transfer.

If you concur, please submit to the Mayor's Office for inclusion under the Mayor's Report requesting Council's authorization for the purchase of for (4) Voter's Choice EZ Cart 4000 from PrintElect in the amount of \$12,105.00 under the terms of Sole Source Purchases Exception in Section 39-11(d)(1)c.1 of the City of Romulus Purchasing Ordinance.

If you have any questions, please do not hesitate to contact myself or Ellen.



FUNDS VERIFICATION FORM

DEPARTMENT:
CLERK

FUND NAME:
ELECTIONS- CAPITAL OUTLAY

ACCOUNT NUMBER/S:
101-262-971.000

PURPOSE FOR REQUEST:
To purchase four (4) Voter's Choice EZ Cart 4000 for elections

AMOUNT OF EXPENDITURE:

\$12,105.00

SIGNATURE OF DEPARTMENT HEAD:

Ellen L. Craig Bragg

FUNDS CURRENTLY AVAILABLE:

\$12,105.00 (pending intra-fund transfer)

FINANCE DEPARTMENT APPROVAL:
W. M. Jarvis

DATE:
4/30/2024

OWEN G DUNN CO., INC/PRINTELECT
PO Box 13216
New Bern, NC 28561 US
(252) 633-3197



BILL TO
City of Romulus
1111 Wayne Road
Romulus, MI 48174

SHIP TO
City of Romulus
11677 Wayne Road
STE 105
Romulus, MI 48174

INVOICE # 32691
DATE 04/23/2024
DUE DATE 05/23/2024
TERMS Net 30

ACTIVITY	DATE	QTY	RATE	AMOUNT
2260-01		4	2,600.00	10,400.00T
Voter's Choice EZ Cart 4000				
FRT		1	1,705.00	1,705.00T
Shipping and Handling				

ORDER 233263A	SUBTOTAL	12,105.00
	TAX	0.00
	TOTAL	12,105.00
	BALANCE DUE	\$12,105.00

QUESTIONS: Send e-mail to:
billingquestions@printelect.com



Valley Craft Industries
201 US Highway 61
Lake City, MN 55041
651-345-3386

Date: 1/1/2024

To Whom It May Concern:

RE.

- Model # F87808A6
- Model # F87811A3

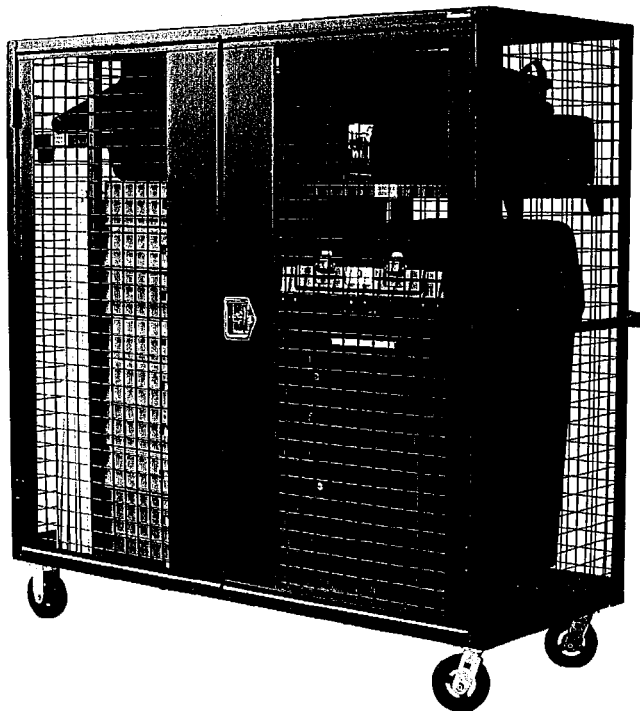
This letter is to confirm that the Valley Craft Model F87808A6 and Model F87811A3 are sole source products, manufactured by Valley Craft, sold and distributed exclusively by Printelect. No division of Valley Craft nor any other company, makes this exact cart. These products can only be acquired from Printelect at this time. There are no other agents or dealers authorized to represent these products at this time.

Thank you for your interest in our product(s), provided to you through Printelect.

Sincerely,

Ryan Stark
Director of Sales & Marketing | Valley Craft

ryanstark@valleycraft.com
651-345-6627



Voter's Choice EZ Cart 4000

\$2,600.00

The Voter's Choice EZ Cart 4000 Security Truck is the perfect storage, security, and deployment solution for all of your Election supplies and equipment.

Add To Cart

1

SKU: 2260-01

Categories: Equipment Carts & Storage, Featured Products

Tags: Election Cart, Metal Cart, Precinct Cart, Voter's Choice

Description

Additional information

Reviews (0)

NOTE: Cart ships via freight truck. Pricing also subject to change due to uncertain steel prices. Contact Printelect via phone or email to finalize purchase of cart at shipping and pricing estimates. The Voter's Choice EZ Cart 4000 Security Truck is uniquely equipped to secure and store an entire polling site worth of booths, etc. in a durable, steel cart. Featuring all-welded 2"x2" steel wire grid panels, this truck offers total security and see-through viability. This security truck features three adjustable shelves that can be moved easily along the grid panels using plastic clips (4) that are each rated for 250 pounds of weight. The cart has been compartmentalized to maximize storage space for ballot boxes, tabulators, signage, electronic pollbooks, and more. Additional features include a removable push handle, 6" mold-on casters (2 rigid, 2 swivel), recessed locking latches, and a 1000-pound load capacity. Shipping fully assembled (casters, push handle, and shelves require minimal assembly), this durable powder coated security truck can secure all of your election equipment and supplies. Minimum Order Quantities may apply. **PLEASE ORDER VIA PHONE OR EMAIL ONLY.**

Features

- Fits DS200 and ExpressVote
- 3 divided sections allow for an adjustable, tailored fit
- Constructed of heavy-duty steel
- Ships preassembled
- 6" casters feature locks of swivel casters

Specifications

- 72"L x 28"W x 72"H
- Weight: 435 lbs.

Contact us for any questions



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **May 6, 2024**

Item No. H.

General Description: 2024 Concrete Repair Project - ITB 23/24-07 - Change Order #1

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: 2024 Concrete Repair Project – ITB 23/24-07 – Change Order #1
DATE: May 2, 2024

I concur with the recommendation of Roberto Scappaticci, DPW Director, and respectfully request Council approve Change Order #1 to Bid Award ITB 23/24-07 for additional concrete work within the City of Romulus as outlined in Change Order #1 for Division A – Huron Valley and Division B – Huron Hills/Niagara subdivisions in the amount of \$143,083.36 for a total revised contract amount of \$901,838.36.

Maria Farris, Finance Director, has verified funds for this acquisition have been budgeted for and are available in the Local Streets Funds, Routine Maintenance Expense Account #203-463-980.000.

Motion by _____, supported by _____, to concur with the administration and approve Change Order #1 to Bid Award ITB 23/24-07 for additional concrete work within the City of Romulus as outlined in Change Order #1 for Division A – Huron Valley and Division B – Huron Hills/Niagara subdivisions in the amount of \$143,083.36 for a total revised contract amount of \$901,838.36.

Interoffice Memorandum

TO: Mayor Robert A. McCraight

FROM: Roberto J. Scappaticci, Director of Public Works

CC: Don Straub, Assistant Director of Public Works

DATE: May 1st, 2024

SUBJECT: 2024 Concrete Repair Project - ITB 23/24-07 – Change Order #1

Dear Mayor,

The DPW would like to process the following change order #1 to extend additional work within the City of Romulus for concrete repairs. The two locations that the change order #1 addresses are as follows:

- Division A – Huron Valley – 38 National Concrete – Type 1L - \$10,999.96
- Division B – Huron Hills/Niagara – 30 Pavement Repair, Non-reinforced Concrete 8 Inch Modified - \$132,083.40

The DPW is requesting to add more work per resident requests. Due to low unit pricing bid by contractor, additional funds are available. This change order #1 is in the amount of **\$143,083.36**. The total revised contract amount **\$901,838.36**.

Funds have been budgeted in fiscal 23/24 account 203-463-980.000. Please reference the attached funds verification form signed by the Finance Department.

Upon your concurrence, we recommend presenting this change order to City Council for approval of the expenditure.

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

Thank you,



Roberto J. Scappaticci, Director of Public Works

s:\public works\administrative\admin documents\roads\2024 concrete paving\award\change order 1.docx

CHANGE ORDER



Project: City of Romulus - 2024 Concrete Repair Program

Job Number: 0155-23-0070

Client Job Number: ITB 23/24-07

Change Order Number: 1

Date: 4/25/2024

Print Date: 4/30/2024

Owner: City of Romulus
11111 Wayne Road
Romulus, MI 48174

Contractor: Hartwell Cement Company
21650 Fern Avenue
Oak Park, MI 48237
(248) 548-5858

Note:

TO THE CONTRACTOR:

You are hereby directed to comply with the changes to the contract documents. This change order reflects work completed or anticipated.

OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
(734) 522-6711

CURRENT PROJECT PLANS AND SPECIFICATIONS WILL BE ADHERED TO UNLESS SPECIFICALLY CHANGED BY THIS CHANGE ORDER DOCUMENT.

THE CONTRACT AMOUNT WILL BE CHANGED BY THE SUM	\$143,083.36
OF:	
Original Contract Amount:	\$758,755.00
Contract Amount Including Previous Change Orders:	\$758,755.00
Amount of this Change Order:	<u>\$143,083.36</u>
REVISED CONTRACT AMOUNT:	\$901,838.36

Accepted By

Daniel Omalley
Hartwell Cement Company

Date 5/1/24

Approved By

Roberto Scappaticci - DPW
Director - City of Romulus

Date _____

Prepared By

Michael McNutt, Construction
Group Manager

Michael McNutt

Digitally signed by Michael McNutt
DN: c=US, e=Michael.McNutt@ohm-advisors.com,
o=OHM Advisors, cn=Michael McNutt
Date: 2024.05.01 06:13:41 -0400

Date _____

Items

Item No.	Description	Previous Authorized Quantity	Quantity Change	New Authorize d Quantity	Unit Price	Total Increase	
THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT							
Division: A - Huron Valley							
Additional Items to the Contract:							
38	National Concrete - Type 1L	0.00	Cyd	541.87	541.87	\$20.30	\$10,999.96
SUB-TOTAL INCREASES DIVISION A - Huron Valley:						\$10,999.96	
Division: B - Huron Hills / Niagra							
30	Pavt Repr, Nonreinf Conc, 8 inch, Modified	3500.00	Syd	1518.20	5018.20	\$87.00	\$132,083.40
SUB-TOTAL INCREASES DIVISION B - Huron Hills / Niagra:						\$132,083.40	



FUNDS VERIFICATION FORM

DEPARTMENT: DPW

FUND NAME: Local Street Fund Routine Maint.

ACCOUNT NUMBER/S: 203-463-980.000

PURPOSE FOR REQUEST: Additional work based on resident requests.

AMOUNT OF EXPENDITURE: \$143,083.36

FUNDS CURRENTLY AVAILABLE: \$193,369.50

FINANCE DEPARTMENT APPROVAL:

Maria Farris

DATE:
May 2, 2024



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **May 6, 2024**

Item No. I.

General Description: ITB 23/24-13 HMA Road Rehab 2024 - Herman, Goddard & The Highland Estates Subdivision

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: ITB 23/24-13 HMA Road Rehab 2024 Herman, Goddard & The Highland Estates Subdivision
DATE: April 30, 2024

I concur with the recommendation of Roberto Scappaticci, DPW Director, and Gary Harris, Purchasing Director and respectfully request Council award ITB 23/24-13 for the 2024 HMA Road Repairs and Joint Sealing Project on Herman Street, Goddard Road and within the Highland Estates Subdivision to the lowest, most responsive and responsible bidder, Hutch Paving Inc., in the amount of \$213,145.00 with an additional 10 percent contingency (\$21,314.50) for a total of \$234,459.50.

Maria Farris, Finance Director, has verified funds for this acquisition have been budgeted and are available in the Local Street Fund, Routine Maintenance, Capital Outlay Expense account #203-463-971.000.

Motion by _____, supported by _____, to concur with the administration and award ITB 23/24-13 for the 2024 HMA Road Repairs and Joint Sealing Project on Herman Street, Goddard Road and within the Highland Estates Subdivision to the lowest, most responsive and responsible bidder, Hutch Paving Inc., in the amount of \$213,145.00 with an additional 10 percent contingency (\$21,314.50) for a total of \$234,459.50.



MEMORANDUM

DATE: April 29, 2024
TO: Mayor Robert A. McCraight
FROM: Gary Harris, Purchasing Director
SUBJECT: ITB 23/24-13 HMA ROAD REHAB 2024 HERMAN & GODDARD

Bids were solicited to contract for the 2024 HMA Road Repairs and Joint Sealing Project on Herman & Goddard Roads for the City of Romulus, Department of Public Works.

In addition to being advertised in the 4/11/2024 issue of The Associated Newspaper Eagle, bid documents were made available to down load from the MITN Purchasing Group page of BidNet Direct at www.mitn.info. The MITN System notified 742 companies of the bid and of them, 31 companies downloaded the bid specifications.

On 4/23/2024, 3 bids were received and publicly opened.

I concur with the recommendation of Director, Roberto Scappaticci to award the contract to the lowest, most responsive & responsible bidder, Hutch Paving Inc. in the amount of \$213,145.00. Additionally a 10 percent contingency in the amount of \$21,314.50 is requested to cover any unforeseen issues that may arise in the field, bringing the total requested award to \$234,459.50.

Finance Director Maria Farris has verified that funds for this acquisition have been budgeted for and are available in the Local Street Fund, Routine Maintenance, Capital Outlay Expense Account, (203-463-971.000).

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

Gary Harris,
Purchasing Director

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Mayor Robert McCraight

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

CC: Don Straub, Assistant Director of Public Works
Gary Harris, Purchasing Director

DATE: April 29th, 2024

SUBJECT: Herman, Goddard and Highland Estates Repair and Sealing Contract – Contract Award ITB 23/24 - 13

Mayor,

Bids were recently received for the 2024 HMA Road Repair Program along Herman, Goddard and the Highland Estates Subdivision. 3 contractors submitted bids for the contract. Please see the attached recommendation from OHM for the lowest qualified bidder. **Hutch Paving Inc. submitted the lowest bid in the amount of \$213,145.00.**

DPW has reviewed all documentation submitted for this contract and recommends that the contract be presented to council for approval. The contract has been reviewed by the City attorney's office and is the typical contract OHM has produced in the past for our projects. Should anyone desire to review a copy it can be furnished through my office.

Funds have been budgeted in fiscal 23/24 under account 203-463-971.000. Upon your concurrence, we recommend award of ITB 23/24-13 to **Hutch Paving Inc. in the amount of \$213,145.00.** In addition, we would like to receive approval for 10% contingency for any unforeseen issues that may arise in the field.

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

Sincerely,



Roberto J. Scappaticci, Director of Public Works

y:\admin documents\roads\herman street\herman_goddard\award\recommendation memo dpw.docx

MINUTES OF ITB 23/24-13 HMA Road Rehab 2024 Herman & Goddard

The public opening of the afore mentioned solicitation was held at 2:00 PM, in the Council Chambers at Romulus City Hall on Tuesday, 4/23/2024.

The following were present for the opening:

Gary Harris – Purchasing Director
Audrey Stahrr- OHM

3 sealed bids were received and publicly opened.

Ajax Paving Industries, Inc.
Hutch Paving, Inc.
Pro-Line Asphalt Paving Corp

A copy of the tabulation sheet is attached.

Respectfully submitted,



Gary Harris,
Purchasing Director

I, Gary Harris, Purchasing Director for the City of Romulus, do hereby certify the foregoing to be a true copy of the minutes of ITB 23/24-13 held on 4/23/2024.



Gary Harris,
Purchasing Director



April 26, 2024

Mr. Roberto Scappaticci
DPW Director
City of Romulus
12600 Wayne Road
Romulus, Michigan 48174

Regarding:

OHM Job No. 0155-24-0010
City of Romulus – ITB 23/24-13
2024 HMA Road Rehab
Bid Results

Dear Mr. Scappaticci:

A total of three bids for the above-referenced project were received on April 23, 2024. The work includes HMA road repairs on Herman Street and Goddard Road as well as joint sealing within the Highland Estates subdivision. The results of the bidders are listed below. A detailed bid tabulation is attached that includes the total bid price of all bidders and an itemized breakdown of the bids.

Contractor	Total Bid Amount
Hutch Paving, Inc.	\$213,145.00
Ajax Paving Industries, Inc.	\$249,080.00
Pro-Line Asphalt Paving Corp.	\$296,260.00

This project required bidders to submit a statement of qualifications, including project references. Below is a summary of findings based on our review of the qualifications and references submitted for the low two bidders.

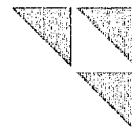
Hutch Paving, Inc. is an HMA paving contractor and has performed work in the City of Farmington Hills, the Village of Carleton, the City of Rochester, and the City of Hamtramck. They are MDOT pre-qualified and project references included similar HMA roadway and parking lot paving projects.

Both Ajax Paving Industries, Inc. and Pro-Line Asphalt Paving Corp. are also MDOT prequalified and have completed similar projects in several local communities.

We would be happy to coordinate with the City to obtain additional information and references from the bidders if deemed necessary.

Upon award of the contract by City Council, OHM will deliver the contracts to the contractor for signature and preparation of the appropriate bonds and insurances. Once the contractor has returned the signed books with the appropriate bonds and insurances, the contract can be executed, and work can begin.

If you have any questions or require additional information, please feel free to contact this office.



Sincerely,
OHM Advisors

Richard R. Hobgood, P.E.

cc: Gary Harris, Purchasing Director
Don Straub, Assistant DPW Director

Encl: Bid Tab

Tabulation for Bids Received on 4/23/24
 2024 HMA Road Rehab
 City of Romulus ITB 23/24-13
 OHM Job Number: 0155-24-0010

Hutch Paving, Inc.
 3000 East Ten Mile Rd
 Warren, MI 48091
 Phone: (586) 427-7283

Ajax Paving Industries, Inc.
 1957 Crooks Road, Suite A
 Troy, MI 48064
 Phone: (248) 244-3300

Pro-Line Asphalt Paving Corp.
 11797 29 Mile Road
 Washington, MI 48095
 Phone: (586) 752-7730

Item	Description	Estimated Quantity	Unit	Price	Amount	Unit	Price	Amount	Unit	Price	Amount
1	Mobilization, 5% Max	1	LSUM	\$8,000.00	\$8,000.00						
2	Irrigation Allowance	1	Dir	\$1,000.00	\$1,000.00		\$11,000.00	\$11,000.00		\$13,000.00	\$13,000.00
3	Permit Fee Allowance	1	Dir	\$2,000.00	\$2,000.00		\$1,000.00	\$1,000.00		\$1,000.00	\$1,000.00
4	Audio Video Route Survey	1	LSUM	\$4,500.00	\$4,500.00		\$2,000.00	\$2,000.00		\$2,000.00	\$2,000.00
5	Sidewalk, Rem	30	Syd	\$30.00	\$900.00		\$1,760.00	\$1,760.00		\$2,000.00	\$2,000.00
6	Erosion Control Measures	1	LSUM	\$22,000.00	\$22,000.00		\$25.00	\$750.00		\$150.00	\$4,500.00
7	Cold Milling HMA Surface	745	Syd	\$5.00	\$3,725.00		\$9,100.00	\$9,100.00		\$500.00	\$500.00
8	HMA Repairs	20	Ton	\$150.00	\$3,000.00		\$12.00	\$8,940.00		\$30.00	\$22,350.00
9	HMA, 5EML	120	Ton	\$185.00	\$22,200.00		\$260.00	\$5,200.00		\$700.00	\$14,000.00
10	HMA Crack Treatment, Mill 18" Wide, 2" HMA	3,600	Ft	\$13.00	\$46,800.00		\$195.00	\$23,400.00		\$250.00	\$30,000.00
11	Detectable Warning Surface	10	Ft	\$40.00	\$400.00		\$12.00	\$43,200.00		\$15.00	\$54,000.00
12	Sidewalk, Conc, 4 inch	90	Sft	\$13.00	\$1,170.00		\$75.00	\$750.00		\$150.00	\$1,500.00
13	Curb Ramp, Conc, 6 inch	120	Sft	\$14.00	\$1,680.00		\$20.00	\$1,800.00		\$28.00	\$2,520.00
14	Sign, Type B, Temp, Furn and Oper	240	Sft	\$8.00	\$1,920.00		\$20.00	\$2,400.00		\$28.00	\$3,360.00
15	Barricade, Type III, Furn and Oper	10	Ea	\$80.00	\$800.00		\$8.00	\$1,920.00		\$8.00	\$1,920.00
16	Channeling Device, 42 inch, Furn and Oper	20	Ea	\$25.00	\$500.00		\$75.00	\$750.00		\$75.00	\$750.00
17	Traffic Maintenance and Control	1	LSUM	\$8,500.00	\$8,500.00		\$23.00	\$460.00		\$23.00	\$460.00
18	Surface Restoration, Top Soil, Seed and Mulch	80	Syd	\$10.00	\$800.00		\$53,050.00	\$53,050.00		\$50,000.00	\$50,000.00
19	Concrete Joint Sealing	45,000	Lb	\$1.85	\$83,250.00		\$30.00	\$2,400.00		\$30.00	\$2,400.00
							\$1.76	\$79,200.00		\$2.00	\$90,000.00

Total Bid Amount (Items 1-41):

\$213,145.00

\$249,080.00

\$296,260.00

CONSTRUCTION/ENGINEERING PROJECTS AUTHORIZATION & REQUEST FOR COMPETITIVE BIDS FORM

ENGINEERING INFORMATION SECTION

DEPARTMENT: DPW

DATE: 3/15/2024

I HEREBY REQUEST APPROVAL TO PROCEED WITH THE ENGINEERING/DESIGN FOR THE FOLLOWING CONSTRUCTION OR ENGINEERING PROJECT:

HMA Repair Project 2024

(Herman & Goddard)

PURPOSE OF PROJECT:

EXPENSE ESTIMATES	PROJECT #	ESTIMATE COST FOR PROJECT
ESTIMATED DESIGN FEES		\$
ESTIMATED INSPECTION FEES		\$
ESTIMATED CONSTRUCTION ENGINEERING FEES		\$25000
ESTIMATED LAYOUT FEES		\$
ESTIMATED CONTRACT AD FEES		\$
ESTIMATED CONSTRUCTION TESTING FEES		\$
		\$
ESTIMATED CONSTRUCTION COSTS		\$ 170000
ESTIMATED PROJECT TOTAL		\$ 195000.00

ESTIMATED PROJECT START DATE: 5/01/2024

ESTIMATED COMPLETION DATE: 9/30/2024

BUDGET YEAR AND LINE ITEM/S AND AMOUNT BUDGETED?

203-463-971,000 FY 23/24 \$250,000.00

SIGNATURE OF DEPARTMENT HEAD:

Robert J. ...

Date: 3/15/2024

FINANCE DEPARTMENT APPROVAL

FUNDS CURRENTLY AVAILABLE FOR THIS PROJECT - LIST AMOUNTS BY FUND AND ACCOUNT:

203-463-971,000- \$250,000.00 as of 3/15/2024

SIGNATURE OF FINANCE DIRECTOR:

Leticia ...

Date: 3-15-2024

ADMINISTRATION APPROVAL

I HAVE REVIEWED THE REQUEST AND AUTHORIZE THE SOLICITATION OF COMPETITIVE BIDS:

SIGNATURE OF MAYOR:

[Signature]

Date: 3-15-24

CITY OF ROMULUS BID NUMBER ASSIGNED BID #:

FINANCE DEPARTMENT VERIFICATION OF FUNDS FOR AWARD

THE RECOMMENDED BID AWARD IS \$ 213,145.00 plus 10% contingency - \$ 234,459.50

I AFFIRM THAT THE FUNDS ARE AVAILABLE IN THE ABOVE MENTIONED ACCOUNT/S

SIGNATURE OF FINANCE DIRECTOR:

LM Jannis

Date: 4/29/2024



City of Romulus

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

Council Meeting Held: **May 6, 2024**

Item No. A.

General Description: Second Reading and Final Adoption of RZ-2023-003; Sheetz II (8227 Middlebelt Road)

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

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 Wilson, Councilman

City of Romulus

11111 Wayne Road

Romulus, MI 48174

(734) 942-7500

www.romulusgov.com



CITY COUNCIL AGENDA ITEM REQUEST FORM

Submitted to: **Romulus City Council** Date Submitted: **5/2/2024**

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

Department: **Clerks Office**

Council Meeting of: **May 6, 2024**

TITLE/DESCRIPTION OF ITEM

Second Reading & Final Adoption of RZ-2023-003

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 concur with the recommendation of the Planning Commission and approve the 2nd reading & final adoption of RZ-2023-003; Sheetz II, a Zoning Map Amendment and associated Conditional Rezoning Agreement to conditionally rezone 0.811 acres of property from M-T, Industrial Transportation to C-3, Highway Service for the purpose of constructing a vehicle fueling station with a drive-through. The property includes portions of parcels #80-047-99-0006-702 and #80-047-99-0011-701.

OFFICE USE ONLY

Approved for Council Agenda: ☒

AGENDA ITEM # **.6A**

ORDINANCE No. 2024-005
CITY OF ROMULUS
APPENDIX A – ZONING
AMENDMENT 1.261

An Ordinance to amend the Official Zoning Map of the City of Romulus by rezoning certain property from M-T, Industrial Transportation to C-3, Highway Service District.

THE CITY OF ROMULUS ORDAINS:

SHORT TITLE: This Ordinance shall be known and cited as the Amended Zoning Ordinance.

SECTION 1: To rezone 0.811 acres. The property includes the west 73.7' of parcel 80-047-99-0006-702 which is 0.547 acres of Tract 1 (29225 Smith) and the west 140' of parcel 80-047-99-0011-701 which is 0.264 acres of Tract.

LEGAL DESCRIPTION – PROPOSED PARCEL A

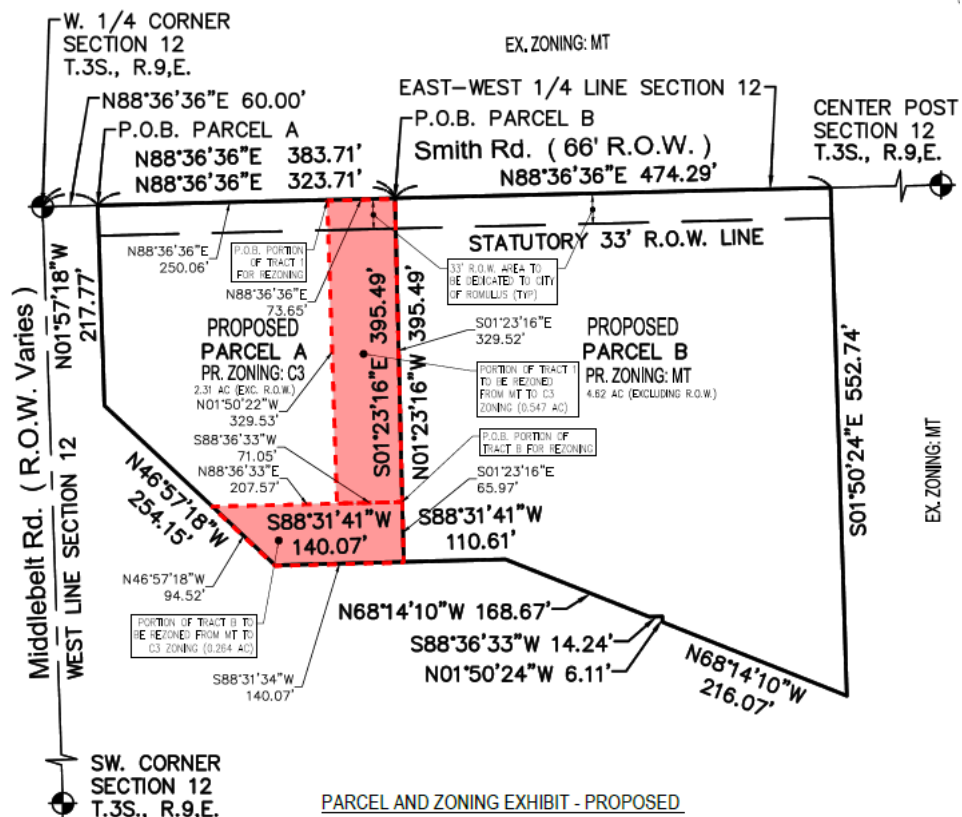
LAND SITUATED IN THE CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

PART OF THE SOUTHWEST 1/4 OF SECTION 12, TOWN 3 SOUTH, RANGE 9 EAST, COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 12; THENCE N.88°36'36"E. 60.00 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 12 TO THE POINT OF BEGINNING; THENCE CONTINUING N.88°36'36"E. 323.71 FEET ALONG SAID EAST-WEST 1/4 LINE; THENCE S.01°23'16"E. 395.49 FEET; THENCE S.88°31'41"W. 140.07 FEET; THENCE N.46°57'18"W. 254.15; THENCE N.01°57'18"W. 217.77 FEET TO THE POINT OF BEGINNING.

CONTAINING:

111,310 SQUARE FEET OR 2.56 ACRES OF LAND (GROSS)

100,633 SQUARE FEET OR 2.31 ACRES OF LAND (NET)



SECTION 2: Severability. Should any word, sentence, phrase or any portion of this ordinance be held in any manner invalid by any court of competent jurisdiction or by any state agency having authority to do so for any reason whatsoever, such holdings shall be construed and limited to such words, sentence, phrase, or any portion of the ordinance held to be so invalid and shall not be construed as effecting the validity of any of the remaining words, sentences, phrases or portions of this ordinance.

SECTION 3: Conflicting Ordinances. All prior existing ordinances adopted by the City of Romulus inconsistent or in conflict with the provisions of this ordinance are, to the extent of such conflict or inconsistency hereby expressly repealed.

SECTION 4: Effective Date. This ordinance shall take effect upon publication thereof in an official newspaper, which publication shall be made when the minutes passing the ordinance are published subject to revocation at will of the City of Romulus at any time.

ADOPTED, APPROVED AND PASSED by the City Council at the City of Romulus this 6th day of May, 2024.

Robert A. McCraight, Mayor

Ellen L. Craig-Bragg, City Clerk

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council of the City of Romulus at a regular Council Meeting held in the City Council Chambers in said City on the 6th day of May, 2024.

Ellen L. Craig-Bragg, City Clerk

Introduced: April 22, 2024
Adopted: May 6, 2024
Published:



City of Romulus

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

Council Meeting Held: **May 6, 2024**

Item No. B.

General Description: Second Reading and Final Adoption to Budget Amendment 23/24-15

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

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



CITY COUNCIL AGENDA ITEM REQUEST FORM

Submitted to: **Romulus City Council** Date Submitted: **5/2/2024**

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

Department: **Clerks Office**

Council Meeting of: **May 6, 2024**

TITLE/DESCRIPTION OF ITEM

Second Reading & Final Adoption of Budget Amendment 23/24-15

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

It is requested that the Council approve the Second reading & Final Adoption of Budget Amendment 23/24-15 to recognize revenue and corresponding expenditures in the amount of \$39,980.00 for sidewalks and pathways at Mary Ann Banks Park.

This amendment was introduced at the April 22nd Regular Council Meeting.

OFFICE USE ONLY

Approved for Council Agenda: ☒

AGENDA ITEM # **.6B**

MEMORANDUM

TO: Mayor Robert A. McCraight
FROM: Finance Department
DATE: April 10, 2024 *MEF*
SUBJECT: Budget Amendment 23/24 -15

<u>FUND/DEPT.</u> <u>ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT</u> <u>BUDGET</u>	<u>AMENDMENT</u>	<u>AMENDED</u> <u>BUDGET</u>
General Fund				
<u>Revenue</u>				
101-444-674.000	Contributions from Developers	-	39,980	39,980
<u>Expense</u>				
101-444-823.000	Sidewalk Engineering	-	39,980	39,980

Sidewalk pathways for Mary Ann Banks Park.

BUDGET AMENDMENT FORM

INCREASE		INCREASE	
Account Number /Name	Amount	Account Number /Name	Amount
101-444-674.000 Contributions from Developers	\$ 39,901	101-444-823.000 Sidewalk Engineering	\$ 39,901
Total	\$ 39,901		\$ 39,901

PURPOSE:

To use contribution in lieu of sidewalk funds to add pathways for Mary Ann Banks Park.

DATE: 4/10/2024

Approved , Maria Farris 4.11.2024

Department Head Signature: _____

Mayor's Authorization: _____

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



City of Romulus

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

Council Meeting Held: **May 6, 2024**

Item No. C.

General Description: Second Reading and Final Adoption to Budget Amendment 23/24-16

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

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



CITY COUNCIL AGENDA ITEM REQUEST FORM

Submitted to: **Romulus City Council** Date Submitted: **5/2/2024**

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

Department: **Clerks Office**

Council Meeting of: **May 6, 2024**

TITLE/DESCRIPTION OF ITEM

Second Reading & Final Adoption of Budget Amendment 23/24-16

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

It is requested that the Council approve the Second reading & Final Adoption of Budget Amendment 23/24-16 to recognize fund balance in the amount of \$60,000.00 for expenses related to renovations at Mary Ann Banks Park.

This amendment was introduced at the April 22nd Regular Council Meeting.

OFFICE USE ONLY

Approved for Council Agenda: ☒

AGENDA ITEM # **.6C**

MEMORANDUM

TO: Mayor Robert A. McCraight
FROM: Finance Department
DATE: April 15, 2024 *MEF*
SUBJECT: Budget Amendment 23/24 -16

<u>FUND/DEPT.</u> <u>ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT</u> <u>BUDGET</u>	<u>AMENDMENT</u>	<u>AMENDED</u> <u>BUDGET</u>
General Fund				
<u>Fund Balance</u>				
101-000-390.000	Fund Balance	13,617,772	23,955	13,593,817
101-000-389.751	Fund Balance-Park Renovations Maint	36,045	36,045	-
<u>Expense</u>				
101-751-971-000	Capital Outlay	-	60,000	60,000

Mary Ann Banks Park Renovation and Park Maintenance.

BUDGET AMENDMENT FORM

Fund Balance		Expenditure	
Account Number /Name	Amount	Account Number /Name	Amount
101-000-390.000 Fund Balance	\$ 23,955	101-751-971.000 Capital Outlay	\$ 60,000
101-000-389.751 Fund Balance	\$ 36,045		
TOTAL	\$ 60,000	TOTAL	\$ 60,000

PURPOSE:

To use fund balance for the Mary Ann Banks DNR Grant project in excess of the grant reimbused amount.

DATE: 4/17/2024

Department Head Signature:



Finance Approval

Maria Farris 4/17/2024

Mayor's Authorization:



THIS FORM IS TO BE USED WHEN THE TOTAL AMOUNT OF EXPENDITURES WITHIN A DEPARTMENT IS REQUESTED TO BE INCREASED. IT REQUIRES PRIOR APPROVAL FROM THE MAYOR AND THE



City of Romulus

Treasurer's Report

Council Meeting Held:

May 6, 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:

May 6, 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:

May 6, 2024

Item No. 9.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Seconded by: Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Ayes: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Nays: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Abstain: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

New Business

Council Meeting Held:
Item No. 10.

May 6, 2024

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Seconded by: Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Ayes: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Nays: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Abstain: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Communication

Council Meeting Held:
Item No. 11

May 6, 2024

Councilperson Abdo: _____

Councilperson Barden: _____

Councilperson Roscoe: _____

Councilperson Talley: _____

Councilperson Wadsworth: _____

Councilperson Williams: _____

Councilperson Wilson: _____



City of Romulus

Adjournment

Council Meeting Held:

May 6, 2024

Item No. 12

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