



**CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
July 8, 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, June 24, 2024, at 7:30 p.m.
- B. Approval of the Minutes from the Special Meeting - Study Session held on Monday, June 24, 2024, at 6:45 p.m. to discuss and review applications received for the 2024 Honorary Street Sign Dedication Program.

3. Petitioner

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

- A. Approval of the Chairperson's Report

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

- A. Piggyback on GSA Contract GL-07F-173CA Acron Security Alar Systems, Inc. - Upgrade for Door Security at 11131 Wayne Road Building
- B. Wayne County Sub-Recipient Agreement for HUD Community Development Block Grant (CDBG) program with Wayne County for 2023-2025 CDBG project years
- C. Piggyback on Omnia Partners Contract 01-152 Zones LLC for the purchase of Cisco Meraki Network Switches and Wireless Access Points
- D. Intergovernmental Agreement with Romulus Schools - Building Use Lease Agreement for Recreation Programming

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

- A. Second Reading & Final Adoption of Budget Amendment 23/24-20
- B. Second Reading & Final Adoption of Budget Amendment 23/24-21
- C. Resolution determining the necessity for improvement of Brandt St. and Cypress St. & Request for Special Meeting - Public Hearing for Monday, August 26, 2024, at 6:45 p.m.

7. Treasurer's Report – Stacy Paige, Treasurer

- A. Updated Depository Resolution

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

9. Unfinished Business

10. New Business

11. Warrant

- A. Approval of Warrant #: 24-13 for checks presented in the amount of \$2,069,052.09.

12. Communication

13. Adjournment



RULES REGARDING THE PUBLIC ADDRESSING A CITY MEETING

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

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

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



City of Romulus

Agenda

Council Meeting Held: **July 8, 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: **July 8, 2024**

Item No. A.

General Description: Approval of Minutes from the Regular Meeting held on Monday, June 24, 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

June 24, 2024

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

Pledge of Allegiance

Roll Call

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

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

Absent / Excused:

Administrative Officials in Attendance:

Robert McCraight, Mayor

Ellen L. Craig-Bragg, Clerk

Administrative Staff in Attendance:

D'Sjonaun Hockenhull - Deputy Clerk; Julie Wojtylko - Chief of Staff; Kevin Krause - Director of Community Safety & Development; Robert Pfannes - Police Chief; Roberto Scappaticci - DPW Director; Steve Dudek - Technology Services Director; Jennifer Madison - Asst. Technology Services Director; Maria Farris - Finance Director; Gary Harris - Asst. Finance Director; Mike Laskaska - Director of Communications & Community Service

1. Agenda

- A.** Moved by **Tina Talley**, seconded by **William Wadsworth** 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. #24-167** Moved by **Kathy Abdo**, seconded by **Tina Talley** to approve the Minutes from the Regular Meeting held on Monday, June 10, 2024, at 7:30 p.m.

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

Nays - None

Abstain - Wadsworth

Motion Carried Unanimously.

- B. Res. #24-168** Moved by **Tina Talley**, seconded by **Kathy Abdo** to approve the Minutes from the Special Meeting - Public Hearing held on Monday, June 10, 2024, at 6:45 p.m. to provide public input on the proposed vacation of Harriet Ave. & Harrison Ave. and the associated east-west & north-south alleys located between said streets.

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

Nays - None

Abstain - Wadsworth

Motion Carried Unanimously.

For the Record: No quorum was present for the Special Meeting - Study Session scheduled for Monday, June 10, 2024, at 6:00 p.m.

3. Petitioner

- A. **Petitioner:** Jennifer Madison **Petition Request:** Approval of Block Party & Road Closure for Thursday, July 4, 2024

Res. #24-169 Moved by **William Wadsworth**, seconded by **Virginia Williams** to approve the Block Party Petition for Thursday, July 4, 2024, from 3:00 p.m. to 10:30 p.m. and the closing of Hearst Ave. at Dexter St. to the property line of 6225 Chamberlain and the closing of Horace Jackson St. at Martin Pl. to the property line of 6318 Horace Jackson St. with access granted for emergency vehicles for the stated event.

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

Nays - None

Motion Carried Unanimously

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

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

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

Nays - None

Motion Carried Unanimously

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

- A. **Res. #24-170** Moved by **Tina Talley**, seconded by **William Wadsworth** to concur with the Administration and adopt a resolution in support of House Bill 5695 to direct the Michigan Department of Health and Human Services to enroll in the GEMT program through the Centers for Medicare and Medicaid Services State Plan Amendment and Process and urge the Michigan State Legislature to include funding to administer the GEMT (Ground Emergency Medical Transportation) program in the Michigan Department of Health and Human Services Appropriations bill (HB5556/SB767).

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

Nays - None

Motion Carried Unanimously

- B. **Res. #24-171** Moved by **Tina Talley**, seconded by **Celeste Roscoe** to concur with the Administration and consent to piggyback on the HGAC Buy contract AM10-23 with Kodiak Emergency Vehicles for the purchase of a 2024 Chevy 2168 Superior Warrior III G4500 Ambulance and a stretcher/unloading system with the total cost not to exceed \$375,000.

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

Nays - None

Motion Carried Unanimously

- C. **Res. #24-172** Moved by **William Wadsworth**, seconded by **Tina Talley** to concur with the Administration, and authorize the Sole Source Agreement with ESRI (Environmental Systems Research Institute) for the annual cost of \$13,160.00, with an additional request to continue with the agreement for subsequent fiscal years for the life of the software or until the cost is no longer able to be budgeted for and the increase in the annual cost does not exceed CPI (Consumer Price Index).

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

Nays - None

Motion Carried Unanimously

- D. Res. #24-173** Moved by **Kathy Abdo**, seconded by **Tina Talley** to concur with the Administration and consent to piggyback on the MiDeal Contract #071B6600111 for the purchase of a Dell PowerEdge R450 Server for the BS&A Software for a total of \$13,496.58.

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

Motion Carried Unanimously

- E. Res. #24-174** Moved by **Celeste Roscoe**, seconded by **Tina Talley** to concur with the administration and authorize the Mayor and Clerk to enter into the attached contract with MDOT, for the construction of a sidewalk on Wayne Road from Smith Road to Van Born Road with a grant award of \$988,000.00 and a local match to be determined upon final bid.

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

Motion Carried Unanimously

- F. Res. #24-175** Moved by **Kathy Abdo**, seconded by **Celeste Roscoe** to concur with the Administration and consent to piggyback on the Sourcewell contract #110421-VRM for the purchase of a Vermeer D10 Bore Machine from Vermeer Midwest for a total cost of \$195,789.19.

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

Motion Carried Unanimously

- G. Res. #24-176** Moved by **Tina Talley**, seconded by **Kathy Abdo** to concur with the administration and approve Change Order #1 to Bid Award ITB 23/24-02 for additional concrete work within the City of Romulus as outlined in Change Order #1 for work that was completed in the Oakbrook and Meadows Subdivisions in the amount of \$72,367.46.

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

Motion Carried Unanimously

- H. Res. #24-177** Moved by **William Wadsworth**, seconded by **Kathy Abdo** to concur with the administration and award ITB 23/24-05 to Kemp Builders Inc., to reconstruct the Veteran's Memorial in the amount of \$143,000.00 with a contingency of \$15,000.00 for unforeseen issues at a total cost of \$158,000.00.

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

Motion Carried Unanimously

- I. Res. #24-178** Moved by **Tina Talley**, seconded by **Kathy Abdo** to concur with the Administration and authorize the Mayor and Clerk to enter into the attached Professional Services Contract with Partners in Architecture, PLC to begin Phase One for Programming/Site Facility Analysis/Conceptual Design for the Romulus Police Department at a cost not to exceed \$37,550.00.

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

Motion Carried

- J. Res. #24-179** Moved by **Celeste Roscoe**, seconded by **Tina Talley** to concur with the Administration and consent to piggyback on the MiDeal Contract #071B6600126 to purchase ammunition for both practice at the range and on-duty purposes in the amount of \$14,989.80 from Vance Outdoor Inc.

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

Motion Carried Unanimously

- K. Res. #24-180** Moved by **Tina Talley**, seconded by **Kathy Abdo** to approve the Sole Source Purchase Vector Solutions' Guardian Tracking Software

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

Motion Carried Unanimously

- L. Res. #24-181** Moved by **Celeste Roscoe**, seconded by **William Wadsworth** to concur with the Administration, and authorize the purchase of 25 Tasers, along with 15 holsters and associated software, under the terms of Axon's "Taser 10 Bundling Program" at the reduced price of \$144,625 over the next five (5) years (\$28,925 per year).

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

Motion Carried Unanimously

- M. Res. #24-182** Moved by **William Wadsworth**, seconded by **Celeste Roscoe** to concur with the administration and introduce budget amendment 23/24-20 to amend the FY24 Budget to account for cellular/mobile services related to Digital Ally overages.

FUND/DEPT. ACCOUNT NO.	<u>ACCOUNT NAME</u>	<u>CURRENT BUDGET</u>	<u>AMENDMENT</u>	<u>AMENDED BUDGET</u>
265 Federal Law Enforcement Fund				
<u>Fund Balance</u> 265-000-390.000	Retained Earnings	\$30,982.00	\$(6,000.00)	\$24,982.00
<u>Expense</u> 265-301-851.000	Cellular/Mobile Services	\$8,230.00	\$6,000.00	\$14,230.00

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

Motion Carried Unanimously

- N. **Res. #24-183** Moved by **Kathy Abdo**, seconded by **Tina Talley** to concur with the Administration and introduce budget amendment 23/24-21 to record additional projected revenues and expenses for the Romulus Athletic Center as of May 31, 2024, for the 23/24 budget.

<u>FUND/DEPT. ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT BUDGET</u>	<u>AMENDMENT</u>	<u>AMENDED BUDGET</u>
Romulus Athletic Center				
<u>Revenues</u>				
208-000-587.001	TIFA – Capital Reserve Cost	\$372,000.00	\$228,000.00	\$600,000.00
208-751-651.001	Reimb.	\$717,000	\$50,365.00	\$767,365.00
208-751-651.010	Memberships	\$12,000.00	\$28,277.00	\$40,277.00
208-751-651.020	Sports Leagues	\$207,150.00	\$170,659.00	\$377,809.00
208-751-651.021	Drop in/Day Passes Parties/Birthday	\$30,000.00	\$63,339.00	\$93,339.00
			\$540,639.00	\$1,878,789.00
<u>Expenditures</u>				
208-751-702.000		\$150,000.00	\$83,313.00	\$233,313.00
208-751-703.000	Regular	\$500,000.00	\$201,144.00	\$701,144.00
208-751-718.000	Part Time	\$25,000.00	\$12,133.00	\$37,133
208-751-727.000	Health Insurance	\$6,000.00	\$7,631.00	\$13,631.00
208-751-730.000	Supplies	\$64,500.00	\$39,138.00	\$103,638.00
208-751-751.000	Operating Supplies	\$30,000.00	\$21,956.00	\$51,956.00
208-751-920.000	Software	\$308,500.00	\$43,253.00	\$351,753.00
208-751-955.208	Utilities	\$17,000.00	\$6,603.96	\$23,604.00
208-751-971.000	Payroll Expenses	\$-	\$64,842.00	\$64,842.00
	Capital Outlay		\$480,014.00	\$1,581,014.00

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. #24-184** Moved by **William Wadsworth**, seconded by **Tina Talley** to approve the Second Reading and Final Adoption of TA-2023-001; a proposed text amendment to Section 3.04(a)(3), Accessory Buildings and Structures - Detached Accessory Building Size and Section 3.05(a)(3), Fences - Location and Height, of the City of Romulus Zoning Ordinances.

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

Motion Carried Unanimously

- B. Res. #24-185** Moved by **Celeste Roscoe**, seconded by **Tina Talley** to approve the request for a Special Meeting - Study Session on Monday, July 8, 2024, at 6:45 p.m. to discuss the Quarterly Investment Report.

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

Nays - None

Motion Carried Unanimously

- C. Res. #24-186** Moved by **Kathy Abdo**, seconded by **Celeste Roscoe** to approve the request for a Special Meeting - Public Hearing on Monday, July 22, 2024, at 7:00 p.m. to provide public input on the proposed assessment roll for the Special Assessment District for the Merriman, Smith, Wick, Wickham, and Vining Enhancement Project.

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

Nays - None

Motion Carried Unanimously

- D.** Moved by **Tina Talley**, seconded by **William Wadsworth** to concur with the recommendation of the City Attorney and the Administration and approve the First Reading & Introduction to amendments to Chapter 62 - Water & Sewer System, Article IV - Combined Systems, Sections 62-357 through 62-369, of the City of Romulus Code of Ordinances.

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

Nays - Roscoe, Williams, Wilson

Motion Failed – 2/3 majority vote required

- E.** Notice of Water & Sewer Rate Changes – No Action Taken

- F. Res. #24-187** Moved by **Kathy Abdo**, seconded by **Virginia Williams** to amend the Honorary Street Sign Dedication Policy to approve applications that exceed the five-application limit set in the policy.

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

Nays - None

Motion Carried Unanimously

Res. #24-188 Moved by **Celeste Roscoe**, seconded by **William Wadsworth** to approve the Honorary Street Sign Dedication Program applications honoring the following:

Eddie Jones; Lela M. Carter; Melvin Carter; Harry Scott, Jr.; Celester Warren; Ron & Debbie Dick; Eva W. Webb; Ben Robbins; Rob Jesko; Mary Franklin; and Florence Rupert – effective 2025

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

Nays - None

Motion Carried Unanimously

7. Treasurer's Report – Stacy Paige, Treasurer

8. Public Comment

A resident addressed the City Council regarding an ordinance violation.

Two residents addressed the City Council regarding parking on Chamberlain St.

A resident addressed the City Council regarding development in the City.

A resident addressed the City Council regarding the City Charter and violations of it.

A resident addressed the City Council regarding animals around her property.

A resident addressed the City Council regarding removing a sign on his property.

9. Unfinished Business – None

10. New Business

Councilman Wadsworth inquired about the status of some city roads.
Councilman Wilson inquired about Swan Lake Rd. and its repairs.

11. Warrant

- A. Res. #24-189** Moved by **Kathy Abdo**, seconded by **Tina Talley** to approve Warrant #: 24-12 for checks presented in the amount of \$1,592,731.99.

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

Motion Carried Unanimously

12. Communication

Councilperson Talley commented on previous events and the upcoming Relay for Life event.
Councilperson Williams reminded residents of the Forgotten Harvest Program.
Mayor McCraight reminded the Council that his office submitted a memo answering questions from the Council from the previous Regular Meeting.
Councilperson Wilson inquired about an update on his request to the Mayor's Office.

13. Adjournment

Moved by **William Wadsworth**, seconded by **Virginia Williams** to adjourn the meeting at 10:07 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 June 24, 2024.



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



City of Romulus

Minutes

Council Meeting Held: **July 8, 2024**

Item No. B.

General Description: Approval of the Minutes from the Special Meeting - Study Session held on Monday, June 24, 2024, at 6:45 p.m. to discuss and review applications received for the 2024 Honorary Street Sign Dedication Program.

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
June 24, 2024

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

1. Roll Call

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

Absent / Excused:

Administrative Officials in Attendance:

Ellen L. Craig-Bragg, Clerk

Administrative Staff in Attendance:

D'Sjonaun Hockenhull - Deputy Clerk

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

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

Nays - None

Motion Carried Unanimously

3. Discussion: 2024 Honorary Street Sign Dedication Program Applications

Clerk Bragg reviewed the purpose of the meeting. Deputy Clerk Hockenhull reviewed the program report of the administrative departments and spoke about each administrative department's role and the current policy's limitations. He further informed the Council that a deep discussion of the policy could not be done at the meeting since the meeting was noticed for discussing the program applications and not the policy. The Council agreed that a study session is needed to review and modify the current policy. The Council further decided to approve all applications received; however, the application honoring Florence Rupert would be approved for 2025 since the proposed location of the honoree's street sign conflicts with another honoree's location.

4. Public Comment

A resident and applicant addressed the City Council regarding his father's contribution to the City.

- 5.** Moved by **William Wadsworth**, seconded by **Celeste Roscoe** to adjourn the Special Meeting - Study Session at 7:07 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 June 24, 2024.

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

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



City of Romulus

Petitioner

Council Meeting Held:

July 8, 2024

Item No. 3

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

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

Council Meeting Held: **July 8, 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: **July 8, 2024**

Item No. A.

General Description: Piggyback on GSA Contract GL-07F-173CA Acron Security Alar Systems, Inc. - Upgrade for Door Security at 11131 Wayne Road Building

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: Piggyback on GSA Contract GL-07F-173CA Actron Security Alarm Systems, Inc. – Upgrade for Door Security at 11131 Wayne Road Building
DATE: July 1, 2024

I concur with the recommendation of Ellen Craig-Bragg, City Clerk, Christina Parker, Purchasing Director, Steve Dudek, Technology Services Director, and respectfully request Council's authorization to piggyback on the GSA contract GL-07F-173CA for the purchase of a new door security system for the city's early voting site compliance at 11131 Wayne Road (former 34th District Court building) from Actron Security Alarm Systems, Inc. in the amount of \$12, 666.14

Gary Harris, Assistant Finance Director, has verified that funds for the purchase are currently available in the Technology Services Fund, Capital Outlay-Machinery & equipment Expense Account #664-228-971.138.

Motion by _____, supported by _____, to concur with the administration and consent to piggyback on the GSA contract GL-07F-173CA for the purchase of a new door security system for the city's early voting site compliance at 11131 Wayne Road (former 34th District Court building) from Actron Security Alarm Systems, Inc. in the amount of \$12, 666.14



MEMORANDUM

DATE: July 1, 2024
TO: Mayor Robert A. McCraight
FROM: Christina Parker, Purchasing Director
SUBJECT: Piggyback on GSA Contract GL-07F-173CA Actron Security Alarm Systems, Inc. – Upgrade for Door Security at 11131 Wayne Road building

The old 34th District Court was established as the city's early voting site by resolution of the Romulus City Council (Resolution No. 23-246) on September 11, 2023, and is currently on a standalone door security system. Upgrading the security door system will allow the city to be in compliance with election law MCL 168.720j(10). The upgraded door security system is centrally-controlled and is currently in place for multiple city buildings on the Actron Security Alarm Systems, Inc. This upgrade is necessary. As a government entity, we are able to piggyback on GSA (General Services Administration) contract GL-07F-173CA for this purchase. This contract was awarded to Actron Security Alarm Systems June 16, 2020 and expires June 15, 2025.

The General Services Administration (GSA) is an independent agency of the United States government established in 1949 to help manage and support the basic functioning of federal agencies. GSA supplies products and communications for U.S. government offices, provides transportation and office space to federal employees, and develops government-wide cost-minimizing policies and other management tasks.

Please be advised that the City is not required to solicit competitive bids for this purchase under the exception to competition clause of the Romulus Purchasing Ordinance which allows for the piggybacking on a contract solicited or awarded by another agency and as further outlined in subsection 39-11(d)(10) of the Ordinance:

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

It is the recommendation of myself and Technology Services Director, Steve Dudek to proceed with this purchase. If you concur, please request Council's permission to piggyback on the GSA contract GL-07F-173CA for the purchase of new door security system from Actron Security Alarm Systems, Inc. for \$12,666.14.

Gary Harris, Assistant Financial Services Director, has verified that funds for this purpose are currently available in the Technology Services Fund, Capital Outlay-Machinery & Equipment Expense Account (664-228-971.138).

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

Christina Parker

Christina Parker
Purchasing Director

INTEROFFICE MEMORANDUM

TO: Christina Parker, Purchasing Director
FROM: Stephen E. Dudek, Technology Services Director
SUBJECT: Request for Upgrade to Door Security System for Old Court Building
DATE: July 1, 2024

I am requesting to door security upgrade for the old 34th District Court building approved.

This would entail a hardware and networking upgrade to integrate the old 34th District Court building's door security system and connect it to the system that currently controls several other City buildings, and combine it into a centrally-controlled system, rather than the standalone system it is currently on.

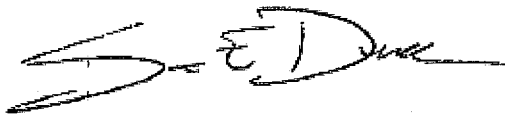
We would be piggybacking off of GSA contract GL-07F-173CA with Actron Security Alarm Systems for the door security upgrade.

The moneys have been budgeted and approved in the several accounts for various departments budgeted under Capital Outlay – Machinery & Equipment.

If you concur with my recommendation, please present to City Council for their approval.

If you require any additional information, please do not hesitate to contact me.

Thank you,

A handwritten signature in black ink, appearing to read "S. E. Dudek", with a stylized flourish at the end.

Stephen E. Dudek
Technology Services Director
City of Romulus

INTEROFFICE MEMORANDUM

TO: Steve E. Dudek, Technology Services Director

FROM: Ellen L. Craig-Bragg, City Clerk

CC: Christina Parker, Purchasing
D'Sjonaun Hockenhull, Deputy Clerk
Julie Wojtylko, Chief of Staff

SUBJECT: Request for Upgrade to Door Security System for Old Court Building

DATE: July 1, 2024

The old 34th District Court building was established as the city's early voting site by resolution of the Romulus City Council (Resolution No. 23-246) on September 11, 2023, pursuant to the authority granted in Public Act 81 of 2023.

An upgrade to the security door system at the old 34th District Court building complies with election law MCL 168.720j (10) which requires that during the required early voting period, the municipal clerk or the early voting site supervisor, as appropriate, shall take all necessary steps to secure the electronic voting equipment, ballot containers, blank ballots, and other election materials after the close of early voting each day until the opening of early voting on the following day, in accordance with guidance provided by the secretary of state.

The City Clerk's offices would like to offer our appreciation for your diligence to ensure that our city buildings and facilities are efficiently and securely safe.

If we can be of any assistance please do not hesitate to reach out to our office.

Actron Systems, Inc.
 1056 Dix Hwy
 Lincoln Park, MI 48146
 313-383-0770
 sales@actronsystems.com
 www.actronsystems.com

Estimate



ADDRESS
City of Romulus

SHIP TO
City of Romulus

ESTIMATE #	DATE	
1139	06/27/2024	

ITEM	DESCRIPTION	QTY
RS2-LP-1502	RS2 Intelligent two portal two reader combination controller with 10/100Base-T Ethernet connectivity and dual reader interface module, 6MB RAM (non-expandable) - 1RS-232 secondary host port for redundancy, 1 two wire RS-485 channel for communication to a maximum of 31 I/O modules, support for up to two magstripe or Wiegand readers.	1
Rs2-MR-52-S3B	MR-52-S3B - Series 3B Two Portal Four Reader SIO Two portal four reader B SIO with reader interface capable of Wiegand, clock and data, OSDP, magstripe, keypad, LCD, and biometric technologies	11
NCL-12	NCL-12 - Enclosure NEMA Type 1 lockable enclosure 24(H) x 18(W) x 4.5(D) 110VAC direct wire ready, 18 gauge steel vented hardware enclosure for up to 12 readers with built in cable management	2

Romulus Old Court

SUBTOTAL	12,666.14
TAX	0.00
TOTAL	\$12,666.14

Accepted By

Accepted Date



FUNDS VERIFICATION FORM

DEPARTMENT:

Technology Services

FUND NAME:

Capital Outlay

ACCOUNT NUMBER/S:

664-228-971.138

PURPOSE FOR REQUEST:

Upgrade to the existing door security system at the old 34th District Court building.

AMOUNT OF EXPENDITURE:

\$12,666.14

FUNDS CURRENTLY AVAILABLE:

\$162,685.06 FY 24/25

FINANCE DEPARTMENT APPROVAL:

Gary Harris

DATE:

June 28, 2024



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **July 8, 2024**

Item No. B.

General Description: Wayne County Sub-Recipient Agreement for HUD Community Development Block Grant (CDBG) program with Wayne County for 2023-2025 CDBG project years

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: Wayne County Sub-Recipient Agreement for HUD Community Development Block Grant (CDBG) program with Wayne County for 2023-2025 CDBG project years
DATE: June 28, 2024

I concur with the recommendation of Maria Lambert, Director of Resident Services/CDBG Director and legal counsel, and respectfully request City Council's approval of the attached sub-recipient agreement with Wayne County, for HUD Community Development Block Grant (CDBG) for the FYs 2023 to 2025 in the amount of \$20,000.00.

Motion by _____, supported by _____, to concur with the administration and approve the attached sub-recipient agreement with Wayne County, for HUD Community Development Block Grant (CDBG) for the FYs 2023 to 2025 in the amount of \$20,000.00.

City of Romulus

Memo

To: Mayor Robert McCraight, Clerk Ellen Craig-Bragg and City Council

From: Maria Lambert, Director of Resident Services/CDBG Director

Subject: Wayne County Sub-recipient Agreement for HUD Community Development Block Grant (CDBG) program with Wayne County for ***2023-2024CDBG Senior Services Allocation of \$20,000.***

Date: June 14, 2024

This year the annual agreement with the County-wide CDBG program was sent on June 11, 2024, at the end of this fiscal year. Their office would like a signed copy by our administration within 30 days.

This sub-recipient agreement with Wayne County, Community Development Block Grant (CDBG) for the FY2023-24 was reviewed and approved by our City Attorney, Steve Hitchcock.

I will be available for questions, or I may be reached before the meeting at (734) 955-4533.

SUBRECIPIENT AGREEMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BETWEEN THE
CHARTER COUNTY OF WAYNE
AND
CITY OF ROMULUS

Term July 1, 2023 through June 30, 2025

Catalog of Federal Domestic Assistance (CFDA)
14.218 Community Development Block Grants/Entitlement Grants

THIS SUBRECIPIENT AGREEMENT (“the “ Agreement”) is made effective as of the 1st day of July, 2023, by and between the Charter County of Wayne, acting through the Community Development Department a Division of the Economic Development Department whose address is the Guardian Building, 500 Griswold, Detroit, Michigan 48226 (hereinafter referred to as the “Recipient or County”) and the **City of Romulus, whose address is 11111 Wayne Road, romulus, MI 48192 (the “Subrecipient”)**.

Mutual Understandings

- A. Wayne County has entered into an agreement with the U.S. Department of Housing and Urban Development (“**HUD**”) to be the recipient of Community Development Block Grant (“**CDBG**”) Funds as an “Urban County” pursuant to the Housing and Community Development Act of 1974, as amended (the “**Act**”), Wayne County will receive these Funds to effect the purposes of its CDBG Program, pursuant to which it will make grants to eligible subrecipients to engage in community development activities.
- B. The Subrecipient has applied to the Recipient for a grant pursuant to the CDBG Program to provide financing for specific activities outlined in an application submitted to the Recipient for the HUD Program Year 2023 starting July 1, 2023 (“Program Year”).
- C. The Subrecipient may apply to the Recipient for additional grant Funds pursuant to the CDBG Program that are approved by the Wayne County Community Development Division for specific CDBG-eligible activities as Funds are available.
- D. Both the Subrecipient and the Recipient (“**Parties**”) by entering into this Agreement are bound in accordance with 24 CFR Part 570.503,
- E. The Work to be performed under this Agreement must be completed within twenty-four (24) months of July 1 of the respective HUD Program Year unless otherwise extended through the Recipient's administrative review process.
- F. The Parties are entering into this Agreement to memorialize the terms and conditions under which the grant will be made and administered.
- G. The exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement.

Section 1

Definitions

In addition to the words and terms elsewhere defined in this Agreement and the exhibits hereto, the following words and terms as used in this Agreement shall have the following meanings for the purposes of this Agreement unless the context or use indicates another or different meaning or intent. Furthermore, any definition that conflicts with a definition as provided for in any laws, rules, and regulations applicable to Community Development Block Grants and a specific context shall supersede the definition or portion of the definition that conflicts below:

- 1.01. **"Agreement"** means this document in its final form, including all exhibits, as executed by the County and Subrecipient.
- 1.02. **"CDBG"** means Community Development Block Grant pursuant to the Housing and Community Development Act of 1974, as amended.
- 1.03. **"CDBG Funds"** means Community Development Block Grant Funds made available to the County pursuant to the Housing and Community Development Act of 1974, as amended for the purpose of dispensing these Funds for eligible CDBG Activities under this Agreement. **The CDBG Funds contemplated for this Agreement are \$20,000 (Twenty Thousand Dollars).**
- 1.04. **"City"** means the following:
 - (i) Any unit of general local government located in Wayne County that is classified as a municipality by the United States Bureau of the Census, or
 - (ii) Any other unit of general local government located in Wayne County that is a town or township.
- 1.05. **"Closing or Closing Date"** shall mean the date and time, which shall be mutually agreed upon by the Subrecipient and the County, at which the Subrecipient shall execute this Agreement and any other documents deemed necessary by the County in connection with this transaction and Project.
- 1.06. **"Contractor"** shall mean an entity or person paid with CDBG Funds in return for a specific service (e.g., construction, program management). Contractors must be selected through a competitive procurement process by the Subrecipient unless otherwise noted in this Agreement.
- 1.07. **"Counsel"** shall mean a person admitted to practice law in the State of Michigan and who may be the legal advisor for the County or the Subrecipient.

- 1.08. **"LMA"** shall mean low and moderate income area benefiting all residents of a primarily residential area in which at least 51% of the residents have incomes at or below 80% of area income.
- 1.09. **"LMI"** shall mean low and moderate income.
- 1.10. **"LMH"** shall mean low and moderate housing activities that will be occupied by a household whose income is at or below 80% of area median income.
- 1.11. **"LMC"** shall mean low and moderate limited clientele activities whose income is at or below 80% of area median income.
- 1.12. **"LMJ"** shall mean low and moderate job creation and retention LMI benefit national objective addresses activities designed to create or retain permanent jobs, at least 51 percent of which will be made available to or held by LMI persons.
- 1.13. **"Program Income"** means revenue (i.e., gross income) received by a state, unit of general local government, or Subrecipient that is directly generated from the use of CDBG Funds.
- 1.14. **"Program Manager"** means the Wayne County staff person currently managing the Wayne County CDBG program.
- 1.15. **"Recipient"** or **"County"** shall mean the County of Wayne, Michigan.
- 1.16. **"Records"** shall mean all records, data, notes, reports, discs, and documents in whatever format related to this Agreement and the Work under this Agreement and as further defined in Section 5 of this Agreement.
- 1.17. **"Regulations"** shall mean the regulations relating to the CDBG Program promulgated by HUD.
- 1.18. **"Rehabilitation"** shall mean any rehabilitation of residential property to the extent necessary to comply with applicable laws, codes, and other requirements relating to housing safety, quality and habitability, in order to sell, or redevelop such homes and properties. Rehabilitation may include improvements to increase the energy efficiency or conservation of such homes and properties or provide a renewable energy source for such homes and properties.

- 1.19. **“Subrecipient”** shall mean the **City of Romulus** a unit of local government or municipality that the County has awarded CDBG Funds to perform eligible activities under the CDBG Program.

Section 2

Statement of Purpose and Eligible Activities of the Housing and Community Development Act

2.01 CDBG Objective

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the community development program of each grantee, is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. By executing this Agreement the Subrecipient agrees with the Recipient to provide housing and community development activities in accordance with the objectives of the Act.

2.02 Compliance With CDBG Eligible Activity Requirements

The Subrecipient will be responsible for administering the CDBG Program in a manner satisfactory to the County and consistent with any standards as a condition of providing these Funds. The following is a list of eligible activities for CDBG under this Agreement:

Public services. Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State

in which it is located) in the 12 calendar months before the submission of the action plan;

2.03 National Objectives.

Each eligible activity funded with CDBG Funds must meet one of the three national objectives:

1. Benefits low and moderate income persons

a. (LMA) Area Benefit -- activity provides benefit to area where at least 51% of residents receive low- to moderate-incomes:

- 1) Area is primarily residential and activity meets LMI needs.
- 2) Income levels are documented by Census or an approved substitute.
- 3) Exceptions apply under special circumstances.

b. (LMC) Limited Clientele -- activity benefits a limited number of persons who are at least 51% (LMI) Low and Moderate Income:

- 1) Persons are presumed to be LMI (abused children, elderly, homeless).
- 2) Assistance is for LMI persons owning or developing microenterprises.
- 3) Activity is a job training or placement activity. (Conditions do apply.)

c. (LMH) Housing -- activity provides or improves residential structures to be occupied by LMI persons:

- 1) At least 51% of units must be occupied by LMI.
- 2) Exceptions to the 51% rule are possible under limited circumstances.

d. (LMJ) Jobs -- activity creates or retains jobs:

- 1) At least 51% of the jobs must be held by or available to LMI persons.

2. Aids in the prevention or elimination of slums or blight

The area in which the activity occurs must be designated as slum or blighted. The following tests apply:

a. The delineated area in which the activity occurs must meet a definition of a slum, blighted, deteriorated or deteriorating area under state or local law;

- b. The area must also meet either one of the two conditions specified below:
 - 1) At least 25 percent of the properties throughout the area exhibit the following:
 - i. Physical deterioration of buildings/improvements;
 - ii. Abandonment of properties;
 - iii. Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings;
 - iv. Significant declines in property values or abnormally low property values relative to other areas in the community; or
 - v. Known or suspected environmental contamination. •
 - 2) Public improvements throughout the area are in a general state of deterioration. |
- c. Documentation must be maintained by the State on the boundaries of the area and the conditions that qualified the area at the time of its designation. The designation of an area as slum or blighted must be re-determined every 10 years for continued qualifications

3. Meets a need having a particular urgency (referred to as urgent need).

- 1) Conditions are a serious and immediate threat to health and welfare and are of recent origin
- 2) It cannot fund activity on its own as other sources of money are unavailable.

Section 3

Statement of Work/Budget, Payment Guidelines, and Due Diligence Requirements

3.01 Description of Work and Deadlines

The term of this Agreement is July 1, 2023 to June 30, 2025 The work to be performed for the eligible CDBG activities under this Agreement is set forth in the attached Appendix A (“Work”) and shall, at the election of Recipient, also conform to any submittals (i.e. RFPs or applications) by Subrecipient to Recipient in the process of receiving the CDBG Funds.

Any Work shall be completed on or before twenty-four (24) months from July 1 of the respective HUD Program Year unless otherwise extended through Recipient's approved modification process. The Subrecipient agrees that this deadline may be unilaterally shortened by the Recipient, at the Recipient's sole discretion, if a more expeditious schedule is required for the Recipient to comply with any HUD regulations, including, but not limited to, 24 CFR 570.902.

3.02 CDBG Activity Description

The description of each CDBG activity shall be in sufficient detail as to provide a sound basis for the Recipient to effectively monitor performance under this Agreement. Such description will, at minimum, allow for a clear understanding of the need and benefit of the activity and the proposed eligible activity and National Objective. Recipient may ask for a written clarification of the work and CDBG activity at any time during this Agreement before making a payment under this Agreement. If such clarification does not reasonably indicate compliance with CDBG standards, Recipient will not be required to release any payment until a sufficient clarification is provided. The Subrecipient shall submit to the Recipient a budget covering the costs for the CDBG eligible activities.

3.03 Transfer or Reallocation

During the term of this Agreement, Subrecipient may transfer or reallocate the budget covering costs between different eligible activities that were originally set up in the application. However, if an activity was not set up in the original application, then Subrecipient must follow the rules for public hearings to add such new activity. All transfers of eligible activities are limited to transfer within the CDBG Program only and with consent from the County.

3.04 Payment Restrictions

It is expressly agreed and understood that the total amount to be paid by the Recipient under this Agreement shall not exceed the CDBG Funds amount **actually awarded and received by Recipient** for this Agreement as specifically noted in Section 1 (Definitions) of this

Agreement. It is also expressly agreed and understood that all amounts allocated hereunder to the Subrecipient by the Recipient shall be on a reimbursement basis for monies already spent by the Subrecipient or its contractors on approved (or pre-approved in writing if required by 2 CFR 200.407) eligible activities for projects meeting National Objectives. Subrecipient shall have no claim for detrimental reliance or otherwise for expenses it incurs for ineligible activities or projects not meeting National Objectives as interpreted by HUD or for claims for funds that have not been actually awarded to Recipient. All requests for payment reimbursements shall be submitted on a monthly basis with all the required documentations and certifications of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-85. All incomplete payment requests will not be processed and will be returned to the Subrecipient to complete.

3.05 Payment Disputes

In the event that there is a disagreement over the eligibility of a payment by Recipient to Subrecipient of CDBG Funds under this Agreement, Recipient will not be required to make any such payment until a clear written ruling by HUD has been obtained. If the payment has already been made and the funds are still in the possession of Subrecipient or its agents, the funds will be returned to Recipient immediately until a written ruling by HUD has been obtained. Recipient may waive this requirement in writing or require another reasonable alternative such as escrow if it deems it in the best interest of the Recipient. In any event, Subrecipient must repay Recipient for any payment made by Recipient to Subrecipient subsequently disallowed by HUD. Such repayment will be with interest and administrative fees if HUD has demanded repayment and Recipient has already paid HUD.

3.06 Timely Execution of Agreement Required

The CDBG Funds are subject to strict timelines for eligible expenditure or they are subject to recapture. Accordingly, strict adherence to deadlines is required to avoid such recapture and penalties. Subrecipients must return properly authorized and executed copies of this Agreement, with any accompanying resolutions required for proper authorization, within 30 days of receipt of the Agreement. Recipient will have the right to re-assign the CDBG

Funds allocated to Subrecipient if Subrecipient does not comply with the provisions of this sub-section and Subrecipient will have no claim against Recipient.

3.07 Due Diligence Requirements

Recipient may require Subrecipient to provide certain documents and documentation to ensure that the work is in compliance with CDBG Requirements and this Agreement. Subrecipient must provide such documentation in a reasonable and timely manner. Recipient may condition any payment under this Agreement on the provision of such documentation. All such requests will be made in writing by the Subrecipient.

Section 4

Contractors

4.01 Using Contractors

Subrecipient may only use a contractor for work performed with CDBG Funds in compliance with all applicable laws, rules, and regulations governing contractors for CDBG projects. Any request for reimbursement for a non-conforming use of contractors will be denied and may also require recoupment by Subrecipient of any compensation of the contractor in violation of any laws, rules, or regulations.

4.02 Contractor Procurement

Contractors must be procured competitively according to Federal Office of Management and Budget (OMB) rules, **24 CFR 85.36, and 2 CFR 200.320**. If the Subrecipient is acquiring goods and services, such as professional consulting, environmental review or planning, totaling no more than **\$100,000** then small purchase procurement (24 CFR 85.36(d)(1) and 84.44(e)(2)) can be used which allows Subrecipient to obtain quotes from potential vendors with a detailed description of the goods or services needed without publishing a formal request for proposals or invitation for bids. This method cannot be used if the amount of contract exceeds \$100,000 in value. In general, the small purchases

procedures also should not be used to acquire construction Contractors. It is recommended that these acquisitions occur under the sealed bid approach.

4.03 Agreements with Contractors

Subrecipients must enter into written agreements with Contractors.

In order to meet HUD and County CDBG Program requirements, agreements with Contractors must address the following:

1. Scope of services to be provided, consistent with this Agreement.
2. Identification of intended beneficiaries, if applicable.
3. Schedule for work completion.
4. Budget and payment schedule.
5. Provisions for termination for nonperformance or poor performance.
6. Other provisions required regarding:
 - a. Equal opportunity
 - b. Nondiscrimination
 - c. Labor standards
 - d. Anti-lobbying
 - e. Conflict of interest
7. Provisions for maintenance of workers' compensation insurance.
8. Provisions for maintenance of unemployment, disability and liability insurance as required.
9. Provisions for records retention (min. 4 yrs. from submittal of final expenditure report or conclusion of any audit or litigation).
10. Provision permitting monitoring/auditing by County and Subrecipient.
11. Provision requiring Contractor to abide by the covenants of this Agreement.
12. Provisions requiring appropriate bonds where required or reasonable.

4.04 Limitation on Term of Contractor Agreements

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

Section 5
Records and Reports

5.01 Records Requirements

The Subrecipient shall comply with 24 CFR Part 570.506 and maintain full and complete books, ledgers, journals, accounts, or records wherein are kept all entries reflecting its operation pursuant to this Agreement. The records shall be kept in accordance with generally accepted accounting principles and practices and according to the provisions of the 2 CFR 200 and the provisions of 24 CFR Part 85, as modified by 24 CFR 570.502(a). The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- A. Records providing a full description of each activity undertaken;
- B. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- C. Records required to determine the eligibility of activities;
- D. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- F. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- G. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

5.02 Retention of Records

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years. The retention period begins on the date of the submission of the Recipient's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is

litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

5.03 Recipient Right to Examine and Audit

The Recipient, including the Legislative Auditor General, shall have the right to examine and audit all books, records, documents and other supporting data of the Subrecipient, or any consultants or agents rendering services under this Agreement, whether directly or indirectly, which will permit adequate evaluation of the services, the cost, or pricing data submitted by the Subrecipient. The Subrecipient shall include a similar covenant allowing for Recipient audit in any contract it has with a Contractor, consultant or agent whose services will be charged directly or indirectly to the Recipient. This right to audit shall include, but shall not be limited to, the Recipient's right to request, and to be supplied in a timely manner, copies of any and all such books, documents, records and other supporting data. The Recipient may delay payment to the Subrecipient pending the receipt of such records and the results of any related audit without penalty or interest.

5.04 Activity Description Records

The records shall contain a full description of each activity assisted or being assisted with CDBG Funds. This description shall include its location and the amount of CDBG Funds budgeted and expended for the activity; and whether (i) the activity assists persons who qualify as Low-to-Moderate-Income persons; (ii) will aid in the prevention or elimination of blight or slums; (iii) or is designed to alleviate conditions which pose a serious and immediate threat to the health or welfare of the community.

5.05 Program Related Reports

The Subrecipient shall prepare in a timely manner and submit, to the Recipient, all program-related reports required by the Wayne County CDBG Manual. These reports

include, but are not limited to, a year-end report and the Program Income report described in Section 6 below.

Section 6

Program Income

6.01 Treatment of Program Income

Program Income (as defined at 24 CFR 570.500(a) and as further clarified in 2 CFR 200.80 if applicable) generated by activities carried out with CDBG Funds made available under this Agreement may be retained by the Subrecipient upon written permission of Recipient via its authorized director of CDBG Programs if the income is treated as additional CDBG Funds subject to all applicable requirements governing the use of CDBG Funds, the Recipient's Procedures for Reporting Program Income and Direct Benefit Activities. The Recipient's Procedures for Reporting Program Income and Direct Benefit Activities are subject to change with reasonable notice to the Subrecipient. The use of Program Income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Subrecipient may only use such Program Income during the Agreement period and only for activities permitted under this Agreement and shall reduce requests for additional CDBG Funds by the amount of any such Program Income balance on hand.

6.02 Interest Bearing Account Requirement

Program Income in the form of repayments to, or interest earned on, a revolving fund shall be deposited into an interest-bearing account and any interest earned by such funds accumulating in this account must be remitted annually, at the end of each program year, to the Recipient.

6.03 Remittance Guidelines

Program Income cash balances or investments thereof in excess of one-twelfth of the CDBG Funds amount under this Agreement, except for those needed immediately, those in revolving loan Funds, those resulting from lump-sum draw-downs authorized under 24 CFR Part 570.513, and those invested or held as additional security for a Section 108 loan

guarantee, must be remitted to the Recipient annually, at the end of each program year. The amount to be remitted will be calculated based on the total Program Income balances (with the exceptions noted above) held by the Subrecipient and all of its subrecipients as of the last day of the Recipient's Program Year.

Section 7

Use of Real Property

7.01 Use Restrictions

Without properly authorized permission from Recipient, the Subrecipient may not change the use of any real property acquired or improved with CDBG Funds in excess of \$25,000 from the use for which the acquisition or improvement was made. Permission for an exception to this rule from Recipient will not be given unless the Subrecipient provides affected citizens with reasonable notice of any proposed change and the new use meets one of the objectives of the program earlier set forth and authorized under this Agreement. If such new use does not qualify under those objectives, the new use may be permitted, provided that the CDBG fund is reimbursed for the current fair market value of the property, less any portion of the value attributable to expenditure of non-CDBG Funds.

7.02 Security Requirement

In the event that the Subrecipient intends to perform an activity that involves real property, Wayne County may require a mortgage, note, or other instrument to secure the National Objective.

7.03 Requirement of Notice and Permission for Sale of Property

Subrecipient may not sell any property acquired with CDBG Funds without providing adequate advance written notice to Recipient and obtaining duly authorized written permission from Recipient for such a sale.

Section 8

Compliance with Federal Laws, Rules, and Regulations

8.01 General Compliance With Law and Specifically Federal Law

Subrecipient shall comply with all Regulations including 24 CFR Part 570.502 and the Uniform Administrative Requirements and shall carry out each activity in compliance with all Federal, State and local laws, rules, and regulations, including but not limited to the following:

- A. Subrecipient will affirmatively further fair housing and shall comply with the letter and spirit of Title VIII of the Civil Rights Act of 1968, as amended.
- B. Subrecipient shall insure that all contracts involving the employment of laborers and mechanics comply with the provisions of the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, and the Fair Labor Standards Act.
- C. Subrecipient shall comply with the National Environmental Policy Act of 1969, and its associated regulations and Executive Orders.
- D. Subrecipient shall provide reasonable relocation assistance to any persons displaced as a result of any Work performed under this Agreement. All assistance must meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
- E. Subrecipient will comply with the Single Audit Act of 1984 and 2 CFR 200.
- F. Subrecipient will insure that no CDBG Funds will be expended for acquisition or construction purposes in an area that has been designated as having special flood hazards, unless the community in which the area is situated is participating in a National Flood Insurance Program.

- G. Subrecipient shall not discriminate in the sale, leasing, financing, or the provision of brokerage services for housing, because of race, color, religion, sex, national origin or disability.
- H. Subrecipient shall not exclude any person from participation in the program on the basis of race, color, national origin, sex, age, or disability.
- I. Subrecipient shall not discriminate against any person on the basis of race, color, religion, sex, national origin or disability in all phases of construction during the performance of any federally-assisted construction contracts.
- J. Subrecipient agrees that no lead paint shall be used in any residential structure constructed or rehabilitated with CDBG Funds.
- K. Subrecipient agrees to all terms of Executive Order 12549 regarding suspension or debarment outlined through 24 CFR Part 570.609 and 24 CFR Part 24 and agrees to execute the Certification Regarding Debarment and Suspension in Appendix D. In addition, the Subrecipient agrees to require all contractors and subcontractors under this Agreement to execute the Certification Regarding Debarment and Suspension in **Appendix D**.
- L. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Recipient may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

- M. Subrecipient must comply with the requirements of 2 CFR Part 200 (OMB-87) and any of its provisions or requirements that override any other regulation or circular listed in this Agreement will supersede the requirements of those restrictions in this Agreement.
- N. In compliance with 2 CFR, Section 200.338 Subrecipient must make proper disclosures of all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award under this Agreement.
- O. Subrecipient is subject to other applicable regulations governing the use of the CDBG Funds, whether set forth herein or not, and any amendments or policy revisions thereto which may become effective during the term of this Agreement.

8.02 Compliance With State and Local Law

Subrecipient is deemed to be aware of all applicable State and Local laws, rules and regulations and must comply with all such laws, rules, and regulations. The laws, rules, and regulations include, but are not limited to:

- A. Wayne County Ethics in Public Contracting Ordinance
- B. Wayne County Contracting Requirements
- C. Wayne County Legislative Auditor General audit requirements.
- D. For any property funded by CDBG, state and local regulations governing construction, rehabilitation, and rental of that property.
- E. All state and local permitting requirements.
- F. All state and local laws regarding participation and inclusion of minority and women owned businesses or individuals.
- G. All state and local laws prohibiting business with certain entities.
- H. All applicable state and local environmental laws, rules, and regulations.

- I. All applicable state and local human and civil rights laws.

Section 9

Suspension and Termination

9.01 Termination For No Cause

The County may terminate this Agreement without cause at any time in accordance with 24 CFR Part 85.43 and 24 CFR Part 85.44, without incurring any further liability, other than as stated in this Article by giving written notice to the Subrecipient of the termination. The notice must specify the effective date, at least 30 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Subrecipient for the eligible and authorized services rendered prior to notice of termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Subrecipient accepts the payment, the Agreement is satisfied.

9.02 Termination for Material Breach

The County may terminate this Agreement because the Subrecipient has failed to materially comply with any term of this Agreement, or any award or grant it receives. The grant or award may be suspended or terminated according to the specifications or within the time limit provided in this Agreement. The County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated, and the Subrecipient shall be liable to the County for any costs to obtain and transition similar services, provided the Subrecipient shall continue the performance of this Agreement to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Subrecipient shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Agreement. Such expenses shall be deducted

from any monies due or which may become due to the Subrecipient under the Agreement. If such expense exceeds the sum which would have been payable under the Agreement, then the Subrecipient shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may, to the extent allowed by law, offset such a deficiency against any compensation or reimbursement due or allocated by County or any of its component units to the Subrecipient in any context. . All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Agreement.

9.03 Subrecipient's Duties After Termination

After receipt of a Notice of Termination and except as otherwise directed by the County, the Subrecipient must:

- A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional CDBG Funds for payroll costs and other costs beyond the date as the County specifies.
- C. No later than the date the termination is effective but sooner if County requests, present all Agreement records and submit to the County all Records as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.
- D. Submit within 30 days a final report of receipts and expenditures of CDBG Funds relating to this Agreement.
- E. Place no further orders on contracts or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under this Agreement as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of Work so terminated;
- G. Submit within 30 days a listing of all creditors, Contractors, lessors, and other parties with which the Subrecipient has incurred financial obligations pursuant to the Agreement.

H. Secure any Work to prevent any damage or waste.

9.04 Records Upon Termination

Upon termination of this Agreement, all Records prepared by the Subrecipient under this Agreement or in anticipation of this Agreement shall, at the option of the County, become County's exclusive property, whether or not in the possession of the Subrecipient. The Records are free from any claim or retention of rights on the part of the Subrecipient except as specifically provided. The Subrecipient must return all properties of the County to County.

9.05 Failure to Deliver Records

Any intentional failure or delay by the Subrecipient to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Subrecipient will pay the County \$100.00 per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Subrecipient consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

9.06 Access to Records Upon Termination

Access to Records prior to delivery must be restricted to authorized representatives of the County and the Subrecipient. The Subrecipient has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

9.07 Assistance to Terminate

In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

Reversion of Assets

10.01 Return of Unspent CDBG Funds

Upon expiration of this Agreement, Subrecipient shall transfer to the Recipient any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds at the time of expiration.

10.02 Unused Equipment

In all cases in which equipment acquired, in whole or in part, with CDBG Funds is sold, the proceeds shall be Program Income (prorated to reflect the extent that CDBG Funds were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement may be retained after compensating the Recipient for the current fair market value of the equipment less the percentage of non-CDBG Funds used to acquire the equipment.

Section 11

Expenditure of Community Development Block Grant Funds

11.01 Compliance With CDBG Spending Requirements

The Subrecipient agrees to expend any CDBG Funds received under this Agreement only in compliance with the Housing and Community Development Act of 1974, as amended, and the regulations of the Department of Housing and Urban Development as set forth in Volume 24, CFR Part 570, and in particular, Sections 570.200 through 570.208. The Subrecipient also specifically acknowledges that the Recipient is bound by 24 CFR 570.902, which requires the Recipient to spend its available Funds in a timely manner. The Subrecipient agrees to fully cooperate with the Recipient's efforts to comply with this section, which may require the Subrecipient to either expedite the spending of its CDBG

Funds prior to the date shown in Section 3.01 hereof, or possibly return unspent CDBG Funds to the Recipient. Those regulations are incorporated in this Agreement by reference.

Section 12

Amendment

12.01 Amendment Requirements

This Agreement may be amended by written instruments signed by authorized representatives by both parties. Any amendments or changes to the projects or budget shall be in writing, consistent with the Consolidated Plan and Annual plan of the County on file with HUD, and shall only need the approval of the Director of Community Development of Wayne County, or his/her designee, an authorizing representative of the Subrecipient, and must also comply with the Housing and Community Development Act of 1974, as amended.

Section 13

Indemnification

13.01 General Indemnification and Hold Harmless Requirement

The Subrecipient agrees, to the extent allowed by law, to indemnify and hold harmless the Recipient against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Recipient by reason of any of the following occurring during the term of this Agreement or related to this Agreement or its implementation:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Subrecipient, or any of its personnel, employees, consultants, agents or any entities associated, affiliated (directly or indirectly), or subsidiary to the Subrecipient now existing or hereafter created, their agents and employees for whose acts any of them might be liable.

B. Any failure by the Subrecipient, its Contractors, or any of its associates, to perform its obligations either implied or expressed under this Agreement.

13.02 Responsibility for Property Loss

The Subrecipient agrees that it is its responsibility and not the responsibility of the Recipient to safeguard the property and materials that its employees, Contractors, or its associates use in performing this Agreement. The Subrecipient shall hold the Recipient harmless for costs and expenses resulting from any loss of such property and materials used by its employees, Contractors and associates pursuant to the Subrecipient's performance under this Agreement.

13.03 Coverage of the term "Recipient"

For purposes of the hold-harmless provisions, the term "Recipient" shall be deemed to include the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or hereafter created, their agents, Program Manager and employees.

13.04 Independent Contractor Relationship between Recipient and Subrecipient

The relationship of the Subrecipient to the Recipient is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights, or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent, subcontractor or employee as a result of the performance of this Agreement. No relationship, other than that of independent contractor shall be implied between the parties or either party's agent, employee, or contractor. The Subrecipient agrees to hold the Recipient harmless from any such claims and any related costs or expenses.

13.05 Comprehensive Duty to Defend, Indemnify, and Hold Harmless

To the extent permitted by law, the Subrecipient must defend, indemnify and hold harmless the County, its employees, agents, officer and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorneys' and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or related in any way by the Work undertaken by the Subrecipient.

Section 14

Insurance

14.01 The Subrecipient shall maintain at all times, at its expense, during the term of this Agreement the following insurance. The Subrecipient will be responsible for requiring the same insurance of its contractors. Any shortfalls in insurance for contractors, specific to services related to this Agreement, will be the responsibility of the Subrecipient. If the Subrecipient maintains insurance through the Michigan Municipal Risk Association or the Michigan Municipal League the County will accept such insurance if it substantively meets the coverage requirements below, as determined by the County Risk Management Division:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.
- B. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

- C. Workers' Compensation: insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- D. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the subrecipient has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- E. Umbrella or Excess Liability Policy in an amount not less than \$3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Subrecipient's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.
- F. Professional Liability (if Design/Build), Insurance appropriate to the Subrecipient's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.
- G. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Subrecipient maintains higher limits than the minimum insurance coverage required in Section 14.01, the Subrecipient shall maintain the coverage for the higher insurance limits for the duration of the Contract.

14.02 Additional Insured Status. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in

the form of an endorsement to the Subrecipient's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

- 14.03** Primary Coverage. For any claims related to this Contract, the Subrecipient's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.
- 14.04** Notice of Cancellation. Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.
- 14.05** Waiver of Subrogation. Subrecipient grants to the County a waiver of any right to subrogation which any insurer of the Subrecipient may acquire against the County by virtue of the payment of any loss under such insurance. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 14.06** Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Subrecipient to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 14.07** All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.
- 14.08** Claims-made Policies. If any of the required policies provide coverage on a claims-made basis:

- A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Subrecipient starts to perform the services.
- B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Subrecipient must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Contract work.

14.09 Verification of Coverage. Entity shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Subrecipient begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Subrecipient's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

14.10 Subcontractors. Subrecipient shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Subrecipient shall ensure that the County is an additional insured on insurance required from subcontractors.

14.11 Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

14.12 The Subrecipient must submit certificates evidencing the insurance to the Risk Management Division at the time the Subrecipient executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Section 15

Assignment and Subcontract

15.01 Restrictions on Transfer or Assignment

The Subrecipient shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement, and shall not transfer any interest therein (whether by assignment or novation), without the prior written consent of the Recipient. Any such consent given in any one instance shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the Recipient to any further assignment.

15.02 Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any Contractor, without the written consent of the Recipient prior to the execution of such agreement. Such approval shall not constitute a basis for privity between the Recipient and the Contractor. The Subrecipient agrees to hold harmless the Recipient from any such claims initiated pursuant to any subcontracts it enters into in performance of this Agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient further agrees to comply with these "Section

3” requirements as embodied in the following language if applicable to Subrecipient and to include the following language in all contract or subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

d. Selection Process

The Subrecipient shall undertake to insure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements of **24 CFR 85.36**. Executed copies of all contracts and subcontracts shall be forwarded to the Recipient along with documentation concerning the selection process.

15.03 Succession

This Agreement shall inure in all particulars to the parties, their agents, successors and assignees to the extent permitted by law.

Section 16
Conflict of Interest

16.01 Covenant of No Conflict of Interest

The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Subrecipient.

16.02 Warranty of Non-Solicitation of County Employees

The Subrecipient also warrants that it will not and has not employed any Wayne County employee to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the Recipient may, at its option, terminate this Agreement without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Subrecipient, the amount of any such commission, percentage, brokerage, or contingent fee.

16.03 Compliance With Conflict of Interest Laws, Rules, and Regulations

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42, 570.611 and 2 CFR 200.318, which include (but are not limited to) the following:

- A. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- B. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract,

subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, the Subrecipient, or any designated public agency.

- C. Maintaining a written conflict of interest policy in accordance with 2 CFR 200.318 prohibiting Employee and Organizational Conflicts of Interest including non-Federal, State, or local government parent, affiliate, or subsidiary organizations.

Section 17

Notices

17.01 Manner of Notice

All notices, consents, approvals, requests and other communications (called "Notices") required or permitted under this Agreement shall be given in writing and mailed by first-class mail and addressed as follows:

If to the Subrecipient:

City of Romulus
11111 Wayne Road
Romulus, MI 48174
Maria Lambert
mlambert@romulususgov.com

If to the Recipient:

The Charter County of Wayne
Community Development Department
28th Floor, Wayne County Building
500 Griswold
Detroit, Michigan 48226-2831
Attention: Director of Community Development

17.02 Effect of Notice and Requirements

All notices shall be deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other

as provided. Any notice given by a party must be signed by an authorized representative of such party.

17.03 Special Notices

Notwithstanding the requirement above as to the use of first-class mail, termination notices and change of address notices shall be sent by registered or certified mail, postage prepaid, return receipt requested.

17.04 Point of Contact

Subrecipient shall designate a point of contact who is an authorized employee of Subrecipient to communicate with County regarding this Agreement and the Work ("Point of Contact"). All communications on behalf of Subrecipient to Recipient regarding this Agreement and the Work should include the Point of Contact. County is not obligated to communicate with any individual or entity regarding the Agreement, Work, or CDBG Program that is not an employee or political appointee of Subrecipient.

Section 18

Severability of Provisions

18.01 Provisions Enforceable Despite Disallowed Provisions

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

Section 19

Jurisdiction

19.01 Jurisdiction and Venue in Wayne County, State of Michigan

This Agreement, and all actions arising hereunder, shall be governed by, subject to, and construed according to the law of the State of Michigan. The Subrecipient agrees consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. The Subrecipient agrees that service of process at the address and in the manner specified in this Agreement will be sufficient to put the Subrecipient on notice. The Subrecipient also agrees it will not commence any action against the Recipient because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

Section 20

CDBG Certification

20.01 Ongoing Certification Compliance Required

Subrecipient shall execute and comply with all the CDBG Certifications attached as Appendix C to this Agreement. Subrecipient understands it may be required to comply with future certifications as issued.

Section 21

Authorization / Misc

21.01 Proper Authorization

Each party represents and warrants that all corporate actions and all governmental approvals necessary for the authorization, execution, delivery and performance of this Agreement have been taken and that each is ready and capable to perform its obligations. Each party further warrants that the person signing this Agreement is authorized to do so on behalf of its principal and is empowered to bind the principal to this Agreement.

21.02 Signage Requirement

For projects exceeding \$25,000, the Subrecipient shall erect a sign on the project site stating that the project is being financed in part by HUD and the Wayne County CDBG Program and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the project site shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising.

21.03 Effectiveness

This Agreement is effective subject to an authorizing resolution by the Wayne County Commission and subsequent execution by the Wayne County Executive or his designee.

[SIGNATURES ON NEXT PAGE]

Section 22

Signature

22.01 Duly Authorized Signatures

The Recipient and the Subrecipient, by and through their duly authorized officers and representatives have executed this Agreement as of the dates below.

SUBRECIPIENT: City of Romulus

By: _____ By: _____

[Mayor Robert A McCraight

[Clerk, Ellen Craig-Bragg

Date:

Date:

CHARTER COUNTY OF WAYNE

By: _____

Warren C. Evans

Wayne County Executive

Date:

APPENDIX A

CDBG PROJECTS

Grantee	PY 2023 Grant Amount	Activity	Amount	Activity Matrix No.	National Objective	Limited Clientele	Census Tract	Benefit	Performance Measure	Contract No.
Romulus		Public Services	\$20,000	No. 05A	IMC	Elderly	N/A	City wide	Enhance Suitable Living	23/18/05 A

*Transfers amounting more than fifteen percent (15%) of total allotment will require a public hearing per the Wayne County Citizen Participation Plan.

APPENDIX B

PROGRAM INCOME

Instructions for Completing the Quarterly Program Income Report

Income received by your organization directly generated from the use of Community Development Block Grant (CDBG) Funds, such as revolving loans, lien repayments, and sales from disposition of CDBG property, must be reported to the Wayne County Community Development Division. At the end of each quarter (June, September, December, March), complete and submit this Program Income Form to Wayne County Community Development Division, 500 Griswold 10th floor, Detroit, Michigan, 48226.

Use the Program Income Report in Excel to electronically the amount of Program Income received during the quarter, and the amount received year to date (year beginning July). Also record the amount of Program Income that was spent on an eligible activity during the quarter being reviewed and year to date. The cumulative balance space should reflect the total amount of Program Income on hand at the end of the current reporting period (this would include any unspent Program Income received during the previous reporting period).

There is also a space provided on the form for you to record the source of the Program Income received in the quarter being reviewed. If the Funds are coming from more than one source, please identify how much is coming from each source.

A CDBG Request for Payment with all required supporting documentation for the expenses paid using Program Income must accompany the Program Income Report.

Any form not received by the tenth business day after the end of the quarter review may result in the suspension of payment on vouchers submitted to the County for reimbursement. Make certain the form is signed and dated on the bottom of the form.

Please remember to clear with our office any activity requiring the use of Program Income before Program Income is expended.

APPENDIX C
CERTIFICATIONS

Local Government Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the local government, as the Subrecipient of the jurisdiction, certifies that:

Affirmatively Further Fair Housing -- The Subrecipient understands that the jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. The local government will fully cooperate with the jurisdiction in this regard.

Anti-Displacement and Relocation Plan -- The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs. The local jurisdiction will fully cooperate with the jurisdiction in this regard.

Drug Free Workplace -- The local government will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the local government's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The local government's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the activities supported by the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and

- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5. Notifying the jurisdiction in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying – As a Subrecipient of the jurisdiction, to the best knowledge and belief of the local government:

- 1. No Federal appropriated Funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any Funds other than Federal appropriated Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the consolidated plan of the jurisdiction is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with Plan – As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA Funds are consistent with the consolidated plan.

Section 3 – The local government shall, and as a Subrecipient of the jurisdiction, to the best of the local government's knowledge, the jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Certifying Officer

Date

Certifying Officer

Date

Specific CDBG Certifications

As a Subrecipient to the Entitlement Community, the local government certifies that:

Citizen Participation -- To the best of its knowledge, the entitlement community is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – To the best of its knowledge, the entitlement community's consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income (see CFR 24 Part 570.2 and CFR 24 Part 570).

Following a Plan – To the best of its knowledge, the entitlement community is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- To the best of its knowledge, the entitlement community has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG Funds, and to its best knowledge, the local government certifies that the entitlement community has developed its Action Plan so as to give maximum feasible priority to activities that benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities, which the entitlement community certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. Overall Benefit. To the best of its knowledge, the aggregate use by the entitlement community of CDBG Funds including section 108 guaranteed loans during program year(s) 2010, 2011, 2013 (a period specified by the local government consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. To the best of its knowledge, the entitlement community will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108 loan guaranteed Funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG Funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG Funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds.

To the best of the local government's knowledge, the jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108, unless CDBG Funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG Funds if the jurisdiction certifies that it lacks CDBG Funds to cover the assessment.

Excessive Force – The local government, and to its best knowledge, the jurisdiction, has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-Discrimination laws – To the best of its knowledge, the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint – To the best of its knowledge, the activities of the local government and jurisdiction concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws – The local government, and to the best of its knowledge, the jurisdiction, will comply with applicable laws.

Certifying Officer

Date

Certifying Officer

Date

Appendix To Certifications

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I apply. (This is the information to which jurisdictions certify.)
4. For grantees who are individuals, Alternate II applies. (Not applicable jurisdictions.)
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

<NONE>

Check X if there are workplaces on file that are not identified here; The certification with regard to the drug free workplace required by 24 CFR part 24, subpart F.

9. Definitions of terms in the Non-Procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

APPENDIX D

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Subrecipient: City of Romulus
Agreement: 2023 CDBG Subrecipient Agreement
Agreement Year: July 1, 2023 through June 30, 2025

1. The Subrecipient certifies to the best of its knowledge and belief, that:
 - a. The Subrecipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
 - b. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. The Subrecipient and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and
 - d. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the Recipient determines that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Recipient, the Recipient may terminate this Agreement for cause or default.
3. The Subrecipient shall provide immediate written notice to the Recipient if, at any time, Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “Grantee”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

5. The Subrecipient agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Recipient.
6. The Subrecipient further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the Recipient, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Subrecipient may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each Subrecipient may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Subrecipient is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Recipient, the Recipient may terminate this transaction for cause or default.

EXECUTION

IN WITNESS WHEREOF, the Subrecipient has executed this Certification on the dates set forth below.

WITNESSES:

SUBRECIPIENT

By: _____
[Mayor Robert A McCraight
Dated: _____

WITNESSES:

SUBRECIPIENT

By: _____
[Clerk, Ellen Craig-Bragg
Dated: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by
_____, on behalf of _____.

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

**EXHIBIT E
FFATA FORMS**

INFORMATION REQUEST FORM

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

200.331 Checklist

COUNTY DEPARTMENT: _____ **FISCAL**

YEAR: 23-24

AWARD ID #	AMOUNT

Please complete the following information:

Subawardee UEI: HN5LT6DXMRA1

Subawardee Name (must match name in SAM): CITY OF ROMULUS

Subawardee Address: 11111 WAYNE ROAD, ROMULUS, MI 48174

Amount of subaward (obligated amount): \$20,000.

Subaward Obligation/Action Date: JULY 1, 2023 TO JUNE 30, 2025

Identification of whether the award is R&D (yes or no): _____

Subaward Period of Performance Start and End Date JULY 1, 2023 TO JUNE 30, 2025

Federal Funding Agency ID

Leave Blank

Federal Funding Agency Name

Leave Blank

Wayne County CDBG Program

Subrecipient Contract

Page E-1

Federal Award Identification Number (FAIN)

Leave Blank

NAICS code for contracts/CFDA program number for grants:) 921110-CDBG

Subawardee Number:22-24-05A

Location of entity (including congressional district): CITY OF ROMULUS / 13TH DISTRICT

Subawardee Principal Place of Performance (including congressional district):_CITY OF ROMULUS / 13TH

As provided to you by your subawardee, in your subawardee's business or organization's preceding completed fiscal year, did its business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80% or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000.000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Please answer YES or NO: __NO__

As provided to you by your subawardee, does the public have access to information about the compensation of the executives in the subawardees's business or organization (the legal entity to which the UEI it provided belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or Section 6104 of the Internal Revenue Code of 1986? Please answer YES or NO: _____YES_____

Required Subrecipient Disclosure Under 2 CFR 200

Required information includes:

- (1) Federal Award Identification:
 - a. Subrecipient name (which must match registered name in SAM); **CITY OF ROMULUS**
 - b. Subrecipient's UEI number (see 2 CFR 25 Universal Identifier and System for Award Management). **HN5LT6DXMRA1**
 - c. Federal Award Identification Number (FAIN); 23-24-05A / B22 46 26 0003
 - d. **Federal Award Date (see Section 200.39 Federal award date); 7-1-23**
 - e. Subaward Period of Performance Start and End Date; **7-1-23 TO 6-30-25**
 - f. **Amount of Federal Funds Obligated by this action \$20,000.**
 - g. Total Amount of Federal Funds Obligated to the subrecipient; \$20,000.
 - h. **Total Amount of the Federal Award; COUNTY: _____**
 - i. **Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA); SENIOR SERVICES-CDBG**
 - j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official; U.S. Department of Housing and Urban Development; WAYNE COUNTY HUD
 - k. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement; _____
 - l. Identification of whether the award is R&D, R
 - m. Indirect cost rate for the Federal award (including if the de minimus rate is charged per Section 200.414 Indirect (F&A) costs) N/A



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **July 8, 2024**

Item No. C.

General Description: Piggyback on Omnia Partners Contract 01-152 Zones LLC for the purchase of Cisco Meraki Network Switches and Wireless Access Points

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: Piggyback on Omnia Partners Contract 01-152 Zones LLC for the purchase of Cisco Meraki Network Switches and Wireless Access Points
DATE: July 1, 2024

I concur with the recommendation of Stephen Dudek, Director of Technology Services, and Christina Parker, Purchasing Director, and respectfully request Council's authorization to piggyback on the Omnia Partners Contract 01-152 for the purchase of 8 (eight) Cisco Meraki Network Switches and 15 (fifteen) Wireless Access Points from Zones, LLC., at a total cost of \$35,335.00 for the City's network, including all computers, telephones, security cameras, wireless access points, printers and other critical components.

Gary Harris, Assistant Finance Director, has verified that funds for the purchase are currently available in the Technology Services Fund, Capital Outlay Machinery & Equipment expense account #664-228-970.138.

Motion by _____, supported by _____, to concur with the administration and consent to piggyback on the Omnia Partners Contract 01-152 for the purchase of 8 (eight) Cisco Meraki Network Switches and 15 (fifteen) Wireless Access Points from Zones, LLC., at a total cost of \$35,335.00 for the City's network, including all computers, telephones, security cameras, wireless access points, printers and other critical components.



MEMORANDUM

DATE: July 1, 2024
TO: Mayor Robert A. McCraight
FROM: Christina Parker, Purchasing Director
SUBJECT: Piggyback on Omnia Partners Contract 01-152 Zones LLC for the purchase of Cisco Meraki Network Switches and Wireless Access Points

Please be advised that the City is not required to solicit competitive bids for this purchase under the exception to competition clause of the Romulus Purchasing Ordinance which allows for the piggybacking on a contract solicited and awarded by another agency and as further outlined in subsection 39-11(d)(10) of the Ordinance:

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

Stephen Dudek, Technology Services Director, has requested to purchase 8 Cisco Meraki Network Switches and 15 wireless access points from Zones, LLC by piggybacking on OMNIA Partners Public Sector contract 01-152. The network switches and the wireless access points are critical in the operation of the City's Network including all computers, telephones, security cameras, wireless access points, printers, and other critical components. This competitively bid OMNIA contract for Technology Solutions, Products, & Services was awarded to Zones, LLC December 1, 2022 and will expire November 30, 2030.

Omnia Partners Public Sector is a nationally approved cooperative purchasing organization for the public sector. All cooperative purchasing contracts available through Omnia Partners, Public Sector are competitively solicited and publicly awarded by a lead agency using applicable procurement laws and regulations.

It is the recommendation of myself and Technology Services Director Stephen Dudek to proceed with this purchase. If you concur, please request Council's permission to piggyback on the OMNIA Partners Contract 01-152 for the purchase of 8 Cisco Meraki Network Switches and 15 Wireless Access Points from Zones, LLC for a total cost of \$35,335.00.

The purchase includes a five-year license agreement and support for each network switch and wireless access points.

Gary Harris, Assistant Financial Services Director, has verified that funds for this purpose are currently available in the Technology Services Fund, Capital Outlay-Machinery & Equipment Expense Account (664-228-971.138).

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

Christina Parker

Christina Parker
Purchasing Director

INTEROFFICE MEMORANDUM

TO: Christina Parker, Purchasing Director
FROM: Stephen E. Dudek, Technology Services Director
SUBJECT: Replacement Hardware for Meraki Network Switches and Wireless Access Points
DATE: July 1, 2024

I am requesting to get the purchase of a replacement of eight Cisco Meraki network switches and fifteen wireless access points approved.

The network switches provide the backbone of the City network and attached devices, including all computers, telephones, security cameras, wireless access points, printers, and other critical components. These will replace the eight switches in use at the Animal Shelter (1), City Hall (3), Library (1), Police Department (1), and Public Services (2). This also includes five-year licenses and support for each of the network switches.

The wireless access points provide essential wireless connectivity for laptops, cell phones, body-worn cameras, certain printers, and other network devices, including for guests authorized to use the City wireless network. These will replace 15 older wireless access points in use at City Hall (8), Police Department (5), Public Services building (1), and Fire Station 4 (1). This also includes five-year licenses and support for each of the wireless access points.

We would be piggybacking off of the Omnia Partners contract 01-152-Zones with Zones, Inc. for the purchase of these items.

The moneys have been budgeted and approved in the several accounts for various departments budgeted under Capital Outlay – Machinery & Equipment.

If you concur with my recommendation, please present to City Council for their approval.

If you require any additional information, please do not hesitate to contact me.

Thank you,

ZONES™

6/25/2024

Bill To:

CITY OF ROMULUS
11111 WAYNE ROAD
ROMULUS, MI 481743403
Phone : (734) 942-7540

Ship To:

STEVE DUDEK
CITY OF ROMULUS
11111 WAYNE ROAD
ROMULUS, MI 48174
USA

Account # 0071291249

Quote : K2293405
PO# :

Software prices subject to change

Hardware quotes are valid for 7 business days

Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES LLC
PO Box 737040
DALLAS TX 75373-7040

PLEASE SEND PURCHASE
ORDERS DIRECTLY TO YOUR
ZONES LLC ACCOUNT MANAGER
VIA FAX OR EMAIL

Kyle Stapleton
Account Manager
Phone: 253-288-6354

Email: Kyle.Stapleton@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
007757038-NEW	13	CISCO SYSTEMS INC.	MR36 WI-FI 6-INDOOR AP	MR36-HW	\$525.00	\$6,825.00
007757114-NEW	1	CISCO SYSTEMS INC.	Meraki MR46 WI-Fi 6 Indoor AP	MR46-HW	\$1,300.00	\$1,300.00
009789590-NEW	1	CISCO SYSTEMS INC.	Meraki MR56 WI-Fi 6 Indoor AP	MR56-HW	\$1,585.00	\$1,585.00
006412861-NEW	15	CISCO SYSTEMS INC.	MR ENT CLOUD CTL LICENSE-5 YEARS	LIC-ENT-5YR	\$375.00	\$5,625.00
Non-returnable item						

ASK US ABOUT

Installation Services

On-site Technical Services and Hourly Service Rates

Remote Help Desk and Remote Network OS Support

Sub-Total: \$15,335.00

Estimated Sales Tax: \$0.00

FedEx Ground: \$0.00

Grand Total: \$15,335.00

Visit us on the web: <http://www.zones.com>

FINANCING, LEASING AND SUBSCRIPTION OPTIONS AVAILABLE ! CONTACT
LEASING@ZONES.COM FOR MORE INFORMATION !

ZONES LLC
1102 15th Street S.W. Suite 102
Auburn, USA 98001
Phone: (800) 419-9663



CERTIFIED
as an NMBC
MINORITY BUSINESS
ENTERPRISE
by the NMSDC

IN THE EVENT THAT YOU HAVE AN AGREEMENT ("AGREEMENT") IN PLACE WITH ZONES, LLC, THAT GOVERNS THE SALE ASSOCIATED HEREWITH, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT WWW.ZONES.COM/TERMSOFSALE ("TERMS AND CONDITIONS"), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN ANY OF CUSTOMER'S DOCUMENTS OR COMMUNICATIONS. ZONES EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES.

WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!

ZONES™

6/25/2024

Bill To:

CITY OF ROMULUS
11111 WAYNE ROAD
ROMULUS, MI 481743403
Phone : (734) 942-7540

Ship To:

STEVE DUDEK
CITY OF ROMULUS
11111 WAYNE ROAD
ROMULUS, MI 48174
USA

Account # 0071291249

Quote : K2293398
PO# :

Software prices subject to change

Hardware quotes are valid for 7 business days

Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES LLC
PO Box 737040
DALLAS TX 75373-7040

PLEASE SEND PURCHASE
ORDERS DIRECTLY TO YOUR
ZONES LLC ACCOUNT MANAGER
VIA FAX OR EMAIL

Kyle Stapleton
Account Manager
Phone: 253-288-6354

Email: Kyle.Stapleton@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
011121573-NEW	3	CISCO SYSTEMS INC.	Cisco Meraki MS130-24P - Switch - managed - 24 x 10/100/1000Base-T + 4 x Gigabit SFP	MS130-24P-HW	\$1,625.00	\$4,875.00
011121529-NEW	1	CISCO SYSTEMS INC.	Cisco Meraki MS130-12X - Switch - managed - 8 x 10/100/1000Base-T + 2 x 2.5GBase-T + 4 x 10Gb	MS130-12X-HW	\$1,490.00	\$1,490.00
011121572-NEW	2	CISCO SYSTEMS INC.	Cisco Meraki MS130-8P - Switch - managed - 8 x 10/100/1000Base-T + 2 x Gigabit SFP	MS130-8P-HW	\$750.00	\$1,500.00
011121524-NEW	3	CISCO SYSTEMS INC.	Meraki MS130-24 Enterprise License and Support, 5 Year	LIC-MS130-24-5Y	\$350.00	\$1,050.00
011121625-NEW	3	CISCO SYSTEMS INC.	Meraki MS130-CMPT Enterprise License and Support, 5 Year	LIC-MS130-CMPT-5Y	\$135.00	\$405.00
009799820-NEW	2	CISCO SYSTEMS INC.	Cisco Meraki Enterprise - Subscription license (5 years) + 5 Years Enterprise Support - 1 switch - for P/N: MS225-48LP-HW	LIC-MS225-48LP-5YR	\$1,040.00	\$2,080.00
010518198-NEW	2	CISCO SYSTEMS INC.	Cisco Meraki Cloud Managed MS225-48LP - Switch - managed - 48 x 10/100/1000 (PoE+) + 4 x 10 Gigabit	MS225-48LP-HW	\$4,300.00	\$8,600.00

ZONES LLC
1102 15th Street S.W. Suite 102
Auburn, USA 98001
Phone: (800) 419-9663



CERTIFIED
as an NMBC
MINORITY BUSINESS
ENTERPRISE
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Phone : (734) 942-7540

Ship To:

STEVE DUDEK
CITY OF ROMULUS
11111 WAYNE ROAD
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Account Manager
Phone: 253-288-6354

Email: Kyle.Stapleton@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
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ASK US ABOUT

Installation Services

On-site Technical Services and Hourly Service Rates

Remote Help Desk and Remote Network OS Support

Sub-Total: \$20,000.00

Estimated Sales Tax: \$0.00

FedEx Ground: \$0.00

Grand Total: \$20,000.00

Visit us on the web: <http://www.zones.com>

FINANCING, LEASING AND SUBSCRIPTION OPTIONS AVAILABLE | CONTACT
LEASING@ZONES.COM FOR MORE INFORMATION !

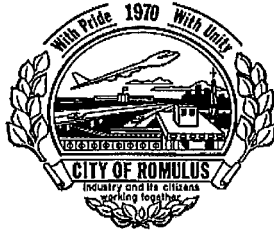
ZONES LLC
1102 15th Street S.W. Suite 102
Auburn, USA 98001
Phone: (800) 419-9663



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FUNDS VERIFICATION FORM

DEPARTMENT:

Technology Services

FUND NAME:

Capital Outlay

ACCOUNT NUMBER/S:

664-228-971.138

PURPOSE FOR REQUEST:

Replacements for Meraki hardware, including network switches and wireless access points which will no longer be supported after July of 2024. Purchase also includes five-year licenses for all hardware.

AMOUNT OF EXPENDITURE:

\$35,335.00

FUNDS CURRENTLY AVAILABLE:

\$162,685.06 FY 24/25

FINANCE DEPARTMENT APPROVAL:

Gary Harris

DATE:

June 28, 2024



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **July 8, 2024**

Item No. D.

General Description: Intergovernmental Agreement with Romulus Schools - Building Use Lease Agreement for Recreation Programming

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

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Intergovernmental Agreement with Romulus Schools –
Building Use Lease Agreement for Recreation Programming
DATE: July 1, 2024

I concur with the recommendation of Colleen Dumas, Recreation Director, and legal counsel, and respectfully request City Council adopt a resolution authorizing the Mayor and Clerk to enter into the Inter-Governmental Agreement with Romulus Community Schools for the use of Romulus School Buildings for the purpose of City recreation programming at a cost of \$1.00 per year, per building through December 31, 2034.

Motion by _____, supported by _____, to authorize the Mayor and Clerk to enter into the Inter-Governmental Agreement with Romulus Community Schools for the use of Romulus School Buildings for the purpose of City recreation programming at a cost of \$1.00 per year, per building through December 31, 2034.

INTEROFFICE MEMORANDUM

TO: Mayor Robert A. McCraight
FROM: Colleen Dumas, Parks and Recreation Director
SUBJECT: Intergovernmental Agreement with Romulus Community
Schools- Building Use Lease Agreement for Recreation Programming
DATE: July 1, 2024

Please find attached a renewal of a proposed building use lease agreement by Romulus Community Schools and approved by our legal counsel, Steve Hitchcock, for the use of Romulus Community Schools buildings for Recreation programming.

Should you concur, I respectfully request you forward this document to Romulus City Council for approval. With Council and the school board's approval, the agreement for use is for \$1.00 per year, per building through December 31, 2034.

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

C Colleen L Dumas, Parks and Recreation

Cc: Mike Laskaska, Director of Communication and Community Services

COMMERCIAL LEASE FOR RECREATION AND OTHER SERVICES

THIS COMMERCIAL LEASE FOR RECREATION SERVICES ("Lease") is made between the Parties hereinafter identified in Sections 1 hereof, respectively, and constitutes a non-exclusive Lease between the parties of the "Demised Premises" as defined in Sections 2.1 and 2.2 hereof, respectively, on the terms and conditions and with and subject to the covenants and agreements of the parties hereinafter set forth.

WITNESSETH:

1. Basic Lease Provisions:

The following are certain basic lease provisions which are part of and in certain instances referred to in subsequent provisions of this Lease:

1.1. Date of Lease: May 10, 2024

1.2. Landlord: ROMULUS COMMUNITY SCHOOLS, a Michigan public school district, whose address is 36540 Grant Road, Romulus, Michigan 48174 ("City of Romulus").

1.3. Tenant: CITY OF ROMULUS, a Michigan municipal corporation, and its RECREATION DEPARTMENT, whose address is 11111 South Wayne Road, Romulus, Michigan 48174 ("Romulus Community Schools").

1.4. Demised Premises: The non-exclusive and limited use of six (6) buildings and grounds related thereto, as listed in Exhibit A, attached hereto and made a part hereof, with all their amenities, in their current conditions, "as is," "where is".

1.5. Commencement Date: May 10, 2024

1.6. Expiration Date: December 31, 2034; provided, however, either party may terminate as set forth in this Lease.

1.7. Basic Rental: ONE (\$1.00) Dollar per year, per building, as enumerated in Exhibit A, payable in advance for the Demised Premises.

1.8. Tenant's Use: Under the supervision of Landlord's custodial staff, which will remain responsible for opening and closing the respective buildings and facilities, the Demised Premises shall be used by Tenant, for its Recreation Department, non-exclusively, through the use of the school scheduling system along with the continued use by Landlord and its students. School use shall have precedence over Tenant's usage. The interior areas of usage include: gymnasiums, cafeterias, art rooms, swimming pool (with locker room accessibility), media centers, dance room, and classrooms. The exterior areas of usage include: outside tracks, soccer fields, and baseball fields. as a not-for-profit association, recognized by the State of Michigan and the United States Internal Revenue Service, to provide nutritional food bank services to those who

qualify, along with incidental services related thereto and all in compliance with federal, state and local building and use ordinances, zoning, occupancy and safety requirements as imposed by law.

1.9. Tenant's Address for Notices:

CITY OF ROMULUS and its RECREATION DEPARTMENT
11111 Wayne Road
Romulus, Michigan 48174

Landlord's Address for Notices:

ROMULUS COMMUNITY SCHOOLS
Attention: Office of the Superintendent
36540 Grant Road, Romulus, Michigan 48174

with copy to:

ROMULUS COMMUNITY SCHOOLS
Attention: Office of the Business Manager
36540 Grant Road, Romulus, Michigan 48174

2. Demised Premises:

2.1 Landlord is the owner of certain land and improvements, as identified in Exhibit A (hereinafter referred to as the "Demised Premises") together with certain general exterior common and public areas and facilities, including parking and loading dock facilities, if any. Along with Landlord's continued usage, Tenant shall be able to reasonably use the parking areas and driveways for its employees' vehicles, business invitees, delivery and service trucks and other vehicles that are related to the community recreation services provided by Tenant, in its ordinary course of business.

2.2 Subject to the terms, covenants, agreements and conditions herein set forth, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, those certain Demised Premises designated in Section 4 hereof.

2.3 Landlord reserves (a) the right from time to time to make changes, alterations, additions, improvements, repairs or replacements in or to the Demised Premises and the fixtures and equipment thereof, to erect, maintain, and use pipes, ducts and conduits in and through the Demised Premises, all as Landlord may reasonably deem necessary or desirable, and (b) the right from time to time to remove existing improvements and/or to construct additional improvements.

3. Term:

The Term shall commence on that date (hereinafter referred to as the "Commencement Date") being the date set forth in Section 1.5 hereof and, unless sooner terminated as hereinafter provided, shall end on the "Expiration Date" set forth in Section 1.6 hereof; provided, however, such Term may be extended, for a period of year to year, unless either party has notified the other, in writing, more than 60 days prior to the Expiration Date, or any subsequent date of March 1 each year thereafter, that such Term of this Lease shall not be extended.

4. Delivery for Usage of Demised Premises, Condition of Demised Premises:

Tenant acknowledges and agrees that Landlord has not made any agreements, representations or warranties, whether expressed, implied, or otherwise, regarding the physical nature or environmental condition of the Demised Premises, the suitability of the Demised Premises for the uses and purposes contemplated by Tenant, the adequacy or availability of any roadways, drives or easements which may service (or may be needed to service) the Demised Premises, the compliance of the Demised Premises with any laws, statutes, ordinances, codes, rules, regulations, or orders, and/or any other fact or matter pertaining to the Demised Premises or otherwise. Furthermore, Tenant represents to Landlord that as of the date of this Lease, neither Landlord nor any agent attorney, employee, or representative of Landlord has made any representation whatsoever regarding the subject matter of the Lease of the Demised Premises by Landlord to Tenant or any part thereof, including, without limiting the generality of the foregoing, representations as to the physical nature or environmental condition of the Demised Premises; and that Tenant in executing, delivering and/or performing this Lease has not relied upon any statement and/or information to whomsoever made or given directly or indirectly, orally, or in writing, by any individual, firm or corporation. Tenant further represents and agrees that in proceeding to execution of this Lease, Tenant is leasing the Demised Premises in their "as is," "where is" conditions, respectively, as of the date hereof without any right of action, under contract or under any law or common law, against Landlord regarding the physical nature or environmental condition of the Demised Premises. Landlord agrees to remain responsible for all cleaning, maintenance, and repairs, to equipment fixtures and facilities at the Demised Premises, in the customary fashion provided by Landlord to all its buildings and properties, including, but not limited to, the parking lot, playground and exterior facilities; provided, however, Landlord shall not be responsible for upgrading or otherwise providing any extraordinary maintenance, repairs or replacement to the Demised Premises and tenant shall be responsible for any additional custodian costs of the Landlord because of tenant's use of premises, unless otherwise agreed to in writing. Tenant hereby releases and discharges Landlord from any and all claims or causes of action which Tenant may now or hereafter have against Landlord in connection with, or arising out of the physical and environmental condition of, the Demised Premises. Tenant's acceptance of use, along with Landlord, of the Demised Premises shall be deemed to be Tenant's acknowledgment that it is satisfied with the condition of the Demised Premises. The provisions of this section shall survive the expiration or sooner termination of this Lease.

5. Rental:

5.1 Tenant shall pay to Landlord as rental for the Demised Premises the Basic Rental set forth in Section 1.7 hereof, in advance.

5.2 Tenant shall pay as additional rental any money and charges required to be paid by Tenant pursuant to the terms of this Lease, whether or not the same may be designated "additional rental" or "additional rent."

5.3 Except as above provided, Basic Rental, rental and additional rental shall be paid to Landlord without notice or demand and without deduction or offset, in lawful money of the

United States of America at Landlord's address, for notices hereunder or to such other person or at such other place as Landlord may from time to time designate in writing. All amounts payable by Tenant to Landlord hereunder, if not paid when due, shall bear interest from the due date until paid in full at the rate equal to one and one-half (1.5%) per month, but, in any event, not in excess of the maximum rate permitted by law.

6. Use:

6.1 The Premises shall be non-exclusively used only for the purposes of "Tenant's Use" as set forth in Section 1(8) hereof, and for no other purpose or purposes whatsoever.

6.2 Notwithstanding anything to the contrary in this Lease, Tenant shall not do or permit to be done in or about the Demised Premises any acts not permitted to be done by Landlord or its employees, agents or representatives, as a Michigan public school, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated, or which is prohibited by the standard form of fire insurance policy, or will in any way increase the existing rate of or affect any fire or other insurance upon the Demised Premises or any of its contents, or cause a cancellation of any insurance policy covering the Demised Premises or any part thereof or any of its contents, or adversely affect or interfere with any services required to be furnished by Landlord to Tenant, or to any other tenants or occupants of the Demised Premises, or with the proper and economical rendition of any such service. Tenant shall not do or permit anything to be done in or about the Demised Premises which will injure or annoy, nor use or allow the Demised Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Demised Premises or commit or suffer to be committed any waste in, on or about the Demised Premises. If anything done, omitted to be done or suffered to be done by Tenant, or kept or suffered by Tenant to be kept in, upon or about the Demised Premises shall cause the rate of fire or other insurance on the Demised Premises in companies acceptable to Landlord to be increased beyond the minimum rate from time to time applicable to the Demised Premises, Tenant shall immediately pay the amount of any such increases, as requested in writing by Landlord.

6.3 Before assigning any individual to perform services in any of the buildings that are the subject of this lease, Tenant shall have conducted a criminal background check on the individual, and report the results of that criminal background check to the Landlord. The Landlord shall have the right to request the exclusion of any individual from the premises as a result of the criminal background check, and the Tenant shall comply with that request.

7. Environmental and Similar Matters:

7.1 Tenant warrants and agrees that Tenant, including Tenant's employees, agents and contractors, shall not use, treat, store or dispose of any hazardous substances, hazardous wastes or toxic substances, as those terms are defined under or used in CERCLA, 42 U.S.C. '9601 et M., RCRA, 42 U.S.C. '6901 et seq., or TSCA, 15 U.S.C. '2601 et seq. or any other Federal, State or local law or ordinance, on, around or below the Demised Premises without first advising Landlord and obtaining its written consent therefor which may be granted or withheld in Landlord's sole

discretion; provided, however, subject to the remaining provisions of this Section 7, Tenant may use and store in reasonable amounts janitorial supplies and office supplies if the same are properly disposed of.

7.2 Tenant warrants and agrees that it will comply with all applicable federal, state and local environmental laws, regulations and ordinances, including satisfying any reporting requirements, in connection with its use of or operations conducted at the Demised Premises.

7.3 Tenant acknowledges and agrees that Landlord has the right to inspect the Demised Premises from time to time to observe Tenant's compliance with applicable federal, state and local laws, regulations and ordinances. This right of inspection does not constitute a duty on the Landlord's part to so inspect and in no event relieves Tenant of its compliance obligations under this Lease or under law.

7.4 Tenant warrants and agrees that it shall obtain any necessary federal, state and local permits, licenses, registrations and authorizations required to conduct its operation at or use of the Demised Premises and further warrants and agrees to comply with all requirements thereunder.

7.5 Tenant warrants and agrees that it shall not introduce any PCB-containing fluids or other chemical contaminants in any equipment used at or operations conducted at the Demised Premises.

7.6 Tenant warrants and agrees that it shall promptly notify the appropriate agency (as required) and Landlord, in writing, of any releases or threatened releases of hazardous substances, hazardous wastes or toxic substances, as herein defined, which may constitute a violation of any federal, state or local environmental laws, regulations or ordinances. Tenant warrants and agrees that it shall promptly undertake cleanup or remediation of all releases and threatened releases which require cleanup or remediation under applicable law, ordinance or regulation and shall document to Landlord's reasonable satisfaction, including providing Landlord with copies of any correspondence with appropriate agencies and any data, test results or environmental reports generated, that such cleanup or remediation has been properly completed.

7.7 Tenant acknowledges that the Demised Premises may contain asbestos-containing material and/or possible asbestos-containing material and Tenant shall conduct all activities at the Demised Premises in a prudent and safe manner and shall comply with applicable laws and regulations, including but not limited to OSHA regulations at 29 CFR 1910.1001 and 29 CFR 1923.1001. Tenant acknowledges that the Demised Premises may contain lead-based paint and other lead containing materials and Tenant shall conduct all activities at the Demised Premises in a prudent and safe manner so as to prevent exposure of persons to lead-based paint or materials resulting from activities involving lead-based paint and other lead containing materials.

7.8 To the extent permitted by law, Tenant shall indemnify, defend and hold Landlord harmless from and against any liability, damage, penalties, losses or fines to which Landlord may be subjected to the extent such matters result from Tenant's breach of any warranties contained herein or as a result of a release or threatened release by Tenant or anyone with a contractual or other relationship with Tenant.

8. Services:

8.1 Landlord shall maintain and repair the Demised Premises in good order and condition (but no better than existing as of the date hereof) as reasonably determined by Landlord, in its sole discretion. Any damages occasioned by Tenant, or its business invitees, shall be the responsibility of Tenant. Tenant agrees to remit in full to Landlord such costs of damages experienced by Landlord and occasioned by the acts or omissions of Tenant (or anyone with a contractual or other relationship with Tenant), upon written request, within 30 days thereof.

8.2 Landlord shall continue to be responsible for and pay for all utility services with respect to the Demised Premises during the term of this lease, unless otherwise stated, including, but not limited to, natural gas, water and sewer, electric, telephone, Internet cable and rubbish removal.

8.3 Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the rental herein reserved be abated by reason of (a) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services or of any utilities, (b) failure to furnish or delay in furnishing any such services or any utilities when such failure or delay is caused by accident or any other condition or by the making of necessary repairs or improvements to the Demised Premises or to the Demised Premises, or (c) any limitation, curtailment, rationing or restriction on use of water, electricity, steam, gas or any other form of energy serving the Demised Premises or the Demised Premises.

9. Alterations, Maintenance and Repairs:

9.1 Tenant shall not make or suffer to be made any alterations, additions or improvements to or of the Demised Premises or any part thereof, or attach any fixtures or equipment thereto.

9.2 Tenant shall, at all times during its times of usage, keep the Demised Premises orderly, neat, safe, clean and free from rubbish and dirt. Tenant shall not commit or suffer to be committed any waste upon the Demised Premises. Tenant shall not commit or suffer to be committed any nuisance or other act or thing which may disturb any other occupant of the Development.

9.3 Upon the expiration or termination of this Lease, if applicable, Tenant shall deliver to Landlord the Demised Premises "broom clean."

10. Liens:

Any construction lien recorded against the Demised Premises for work claimed to have been done or materials claimed to have been furnished to Tenant shall be discharged by Tenant within thirty (30) days thereafter. For the purposes hereof, the bonding of such lien by a reputable casualty or insurance company reasonably satisfactory to Landlord shall be deemed the equivalent of a discharge of any such lien. Should any action, suit, or proceeding be brought upon any such lien for the enforcement or foreclosure of the same, Tenant shall defend Landlord therein, by

counsel satisfactory to Landlord, and pay any damages and satisfy and discharge any judgment entered therein against Landlord.

11. Destruction or Damage:

11.1 In the event the Demised Premises or any portion thereof necessary for Tenant's occupancy are damaged by fire, earthquake, act of God, the elements or other casualty and, if in Landlord's sole opinion the cost of making such repairs far outweigh benefits, from the viewpoint of the Landlord, Landlord may terminate this Lease, in which case this Lease shall be deemed no longer in force and effect; except, however, any portion of the Demised Premises that shall be deemed usable by Tenant in the conduct of its business, with Landlord's written consent, such occupancy may continue. If in the sole opinion of Tenant that the Demised Premises shall be deemed unusable, in that event, Tenant may elect to terminate this Lease upon written notice to Landlord.

11.2 A total or substantial destruction of the Demised Premises shall automatically terminate this Lease.

12. Subrogation:

Landlord and Tenant each hereby release each other, and any member, officer, agent or employee, of and from any liability resulting from loss, damage or injury caused by fire or other casualty (irrespective of such fire or other casualty) for which insurance is carried or is required to be carried by the injured party under this Lease.

13. Eminent Domain:

If all or any part of the Demised Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so taken as of the date of taking, and, in the case of partial taking, either Landlord or Tenant shall have the right to terminate this Lease as to the balance of the Demised Premises by notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Demised Premises taken shall be of such extent and nature as substantially to handicap, impede or impair Tenant's use of the balance of the Demised Premises. In the event of any taking, Landlord shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, and Tenant shall have no claim against Landlord nor the condemning authority for the value of any unexpired term of this Lease or otherwise; provided, however, that Tenant may make a claim against the condemning authority, but not Landlord, for its moving expenses, cost of removal of Tenant's stock and trade fixtures and loss of business. In the event of a partial taking of the Demised Premises which does not result in a termination of this Lease, no terms or conditions of the parties' rights and duties under this Lease, in any other way, shall be altered or amended.

14. Indemnification, Tenant's Insurance and Tenant's Reimbursement for Landlord's Insurance Costs:

14.1 To the extent permitted by law, Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability, cost and expense, including reasonable attorneys' fees, in connection with all losses, including loss of life, personal injury and/or damage to property, arising from or out of (a) any occurrence related to the operation of the Tenant of the facility, but not to building defects in, upon or at the Demised Premises, (b) the occupancy or use by Tenant of the Demised Premises or any part thereof, (c) Tenant's failure to comply with the terms of this Lease, or (d) any act or omission of Tenant, its agents, contractors, suppliers, employees, servants, business invitees, and any person or entity occupying any part of the Demised Premises. The provisions of this Section 14.1 shall survive the termination of this Lease with respect to any damage, injury or death occurring prior to such termination.

14.2. Tenant shall procure and keep in effect comprehensive general liability insurance, including contractual liability, with minimum limits of liability of ONE MILLION and 00/100 Dollars (\$1,000,000.00) per occurrence for bodily injury or death, and ONE MILLION and 00/100 Dollars (\$1,000,000.00) per occurrence for property damage. From time to time, Tenant shall increase the limits of such policies to such higher limits as Landlord shall reasonably require, but no more than once per calendar year. Such insurance shall name Landlord as an ADDITIONAL INSURED, shall enumerate the six (6) buildings and property comprising the Demised Premises, shall specifically include the liability assumed hereunder by Tenant, shall provide that it is primary insurance and not excess over or contributory with any other valid, existing and applicable insurance in force for or on behalf of Landlord, and shall provide that Landlord shall receive thirty (30) days' notice from the insurer prior to any cancellation or change of coverage.

14.3. Tenant shall procure and keep in effect all risks insurance for the full replacement cost of Tenant's trade fixtures, equipment, personal property and leasehold improvements.

14.4. Tenant shall deliver policies of the insurance required pursuant to Sections 14.2 and 14.3 hereof or certificates thereof to Landlord on or before the Commencement Date, and thereafter at least thirty (30) days before the expiration dates of expiring policies.

14.5. Within ten (10) days after receipt by Tenant of Landlord's statement of insurance premium and costs for the Demised Premises, Tenant shall reimburse Landlord the cost of insurance carried by Landlord for the Demised Premises.

15. Compliance with Legal Requirements:

Tenant shall promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, with the requirements of any board of fire underwriters or other similar body now or hereafter constituted; with any occupancy certificate or directive issued pursuant to any law by any public officer or officers, as well as the provisions of all recorded documents affecting the Demised Premises, insofar as any thereof relate to or affect the condition, use or occupancy of the Demised Premises.

16. Assignment and Subletting Precluded.

Because of shared usage by Landlord and Tenant, Tenant shall not assign, encumber or hypothecate this Lease or any interest herein or sublet the Demised Premises or any part thereof, or permit the use of the Demised Premises by any party other than Tenant. This Lease shall not, nor shall any interest herein, be assignable as to the interest of Tenant by operation of law.

17. Entry by Landlord:

17.1 Landlord and its designees may enter the Demised Premises at any time during Tenant's scheduled usage. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Demised Premises or any other loss occasioned by such entry.

17.2 Landlord, through its custodial staff, shall at all times have and retain keys for access all of the areas of ingress and egress in, on or about the Demised Premises, for both Landlord's use, as well as Tenant's scheduled use.

18. Default:

18.1 In the event of any act or omission to act which is deemed a breach of performance by Tenant, Landlord shall, in addition to its other remedies provided by law, have the remedies set forth in Section 18.3 hereof

18.2 If Tenant shall be in default in performing any of the terms of this Lease, Landlord shall give Tenant written notice of such default, and if Tenant shall fail to cure such default within fourteen (14) days after the receipt of such notice, or if the default is of such a character as to require more than fourteen (14) days to cure, then if Tenant shall fail, within said fourteen (14) day period, to commence and thereafter proceed diligently to cure such default, but in no event shall the cure period exceed sixty (60) days, then and in either of such event, or in the event of an emergency situation (or a threat to life or property), with such shorter notice and cure period as Landlord deems necessary, Landlord may (at its option and in addition to its other legal remedies) cure such default for the account of Tenant, and any sum so expended by Landlord plus interest shall be additional rent for all purposes hereunder, including Section 18.1 hereof, and shall be paid by Tenant pursuant to the provisions of Section 5 herein.

18.3 If any rent shall be due and unpaid or Tenant shall be in default upon any of the other terms of this Lease, and such default has not been cured after notice and within the time provided in Section 18.1 and 18.2 hereof, then Landlord, in addition to its other remedies, shall have the immediate right of re-entry, as allowed by law. Should Landlord re-enter or take sole and exclusive possession pursuant to legal proceedings or any notice provided for by law, Landlord may either terminate this Lease; or, from time to time, without terminating this Lease, re-let the Demised Premises or any part thereof on such terms and conditions as Landlord shall in its reasonable discretion deem advisable.

18.4 All rights and remedies of Landlord hereunder shall be cumulative and none shall be exclusive of any other rights and remedies allowed by law.

19. Attorneys' Fees:

If Landlord uses the services of an attorney in connection with any activity or action brought by Landlord against Tenant, any activity or action against Landlord by Tenant, or as a result of Tenant's act or failure to act, to the extent that Landlord prevails, Tenant shall reimburse Landlord for any and all reasonable attorneys' fees and expenses so incurred by Landlord.

20. Subordination:

20.1. This Lease is and shall be subject and subordinate, at all times, to (a) the lien of any mortgage or mortgages which may now or hereafter affect the Landlord's Demised Premises and the Demised Premises, and to all advances made or hereafter to be made upon the security thereof and to the interest thereon, and to any agreements at any time made modifying, supplementing, extending or replacing any such mortgages, and (b) any ground or underlying lease which may now or hereafter affect the replacements and extensions thereof. Notwithstanding the foregoing, at the request of the holder of any of the aforesaid mortgage or mortgages or the lessor under the aforesaid ground or underlying lease, this Lease may be made prior and superior to such mortgage or mortgages and/or such ground or underlying lease.

20.2. At the request of Landlord, Tenant agrees to execute and deliver such further instruments as may be reasonably required to implement the provisions of this Article 20.

21. Non-liability of Landlord:

21.1. In the event the Landlord hereunder or any successor owner of the Demised Premises shall sell or convey the Demised Premises, all liabilities and obligations on the part of the original Landlord or such successor owner under this Lease accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding upon the new owner. Tenant shall attorn to such new owner.

21.2. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of any third parties or for any loss or damage resulting to Tenant or its property from theft or a failure of the security systems in the Demised Premises, or for any damage or loss of property within the Demised Premises from any cause whatsoever. No such occurrence shall be deemed to be an actual or constructive eviction from the Demised Premises or result in the abatement of any rent or additional rents due from Tenant to Landlord. Tenant acknowledges that Landlord shall have no obligation to secure the Demised Premises. Tenant shall be solely responsible for providing all security relating to the Demised Premises.

22. Estoppel Certificate:

At any time and from time to time upon ten (10) days prior request by Landlord, Tenant will promptly execute, acknowledge and deliver to Landlord, a certificate indicating (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification), (b) the date, if any, to which rental and other sums payable hereunder have been paid, (c) that no notice has been received by Tenant of any default which has not been cured, except as to defaults specified in said certificate, and (d) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser or mortgagee of the Demised Premises, the Demised Premises or any part thereof. Notwithstanding anything herein contained to the contrary, such certificate shall not constitute an amendment to this Lease.

23. Abandonment:

If Tenant shall abandon or surrender the Demised Premises, or be dispossessed by process of law or otherwise, any personal property belonging to Tenant and left on the Demised Premises shall be deemed to be abandoned, or, at the option of Landlord, may be removed by Landlord at Tenant's expense, without any liability on the part of Landlord.

24. Waiver:

The waiver of any agreement, condition or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition or provision herein contained, nor shall any custom or practice which may grow up between the parties in the administration of the terms hereof be construed to waive or to lessen the right to insist upon the performance of the terms hereof in strict accordance with said terms. The subsequent acceptance of rental or other expenses, as deemed additional rent, hereunder by Landlord shall not constitute a waiver of any preceding breach by Tenant of any agreement, condition or provision of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of proceeding, or counterclaim brought by Landlord or Tenant against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord to Tenant, the use or occupancy of the Demised Premises by Tenant or any person claiming through or under Tenant, any claim of injury or damage, and any emergency or other statutory remedy; provided, however, the foregoing waiver shall not apply to any action for personal injury or property damage.

25. Notices:

All notices, consents, requests, demands, designations or other communications which may or are required to be given by either party to the other hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or deposited in the United States mail, certified or registered, postage prepaid, or recognized overnight delivery service and addressed as follows: to Tenant as the address set forth in Section 1.9 hereof, or to such other place as Tenant may from time to time designate in a notice to Landlord; to Landlord at the address set forth in

Section 1.9 hereof, or to such other place as Landlord may from time to time designate in a notice to Tenant.

26. Complete Agreement:

There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between Landlord and Tenant or displayed by Landlord to Tenant with respect to the subject matter of this Lease or the Demised Premises. There are no representations between Landlord and Tenant relating to the lease of the Demised Premises other than those contained in this Lease and all reliance with respect to any representations is solely upon such representations, if any, contained in this Lease.

27. Inability to Perform:

27.1. If, by reason of the occurrence of unavoidable delays due to acts of God, governmental restrictions, strikes, labor disturbances, shortages of materials or supplies or for any other cause or event beyond Landlord's reasonable control, Landlord is unable to furnish or is delayed in furnishing any utility or service required to be furnished by Landlord under the provisions of Article 8 hereof or any other provisions of this Lease or any collateral instrument, or is unable to perform or make or is delayed in performing or making any installations, decorations, repairs, alterations, additions, or improvements, whether required to be performed or made under this Lease or under any collateral instrument, or is unable to fulfill or is delayed in fulfilling any of Landlord's other obligations under this Lease or any collateral instrument, no such inability or delay shall constitute an actual or constructive eviction in whole or in part, or entitle Tenant to any abatement or diminution of rental or other charges due hereunder or relieve Tenant from any of its obligations under this Lease, or impose any liability upon Landlord or its agents by reason of inconvenience or annoyance to Tenant, or injury to or interruption of Tenant's business, or otherwise.

27.2. In the event that Landlord, for any reason whatsoever, determines the need for it to return to singular and exclusive occupancy of the Demised Premises, at any one or more of the six (6) buildings and property therein, in its sole opinion, Landlord may provide notice to Tenant as provided for in Articles 3 and 26.

28. Covenant of Quiet Enjoyment:

Upon Tenant paying the rental and other charges due hereunder and performing all of Tenant's obligations under this Lease, along with Landlord and its students, Tenant may peacefully and quietly enjoy the Demised Premises during the term of this Lease; subject, however, to the provisions of this Lease and to any mortgages or ground or underlying leases referred to in Article 20 hereof and to the provisions of and rights of any parties under any documents recorded as to the Demised Premises, as of the date hereof and any other documents and rights of parties as of the date hereof of which Tenant is aware or is subject to by contract with Tenant.

29. Patriot Act Compliance

29.1 Tenant is not named, and is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub L 107-56, 115 Stat 272 (AUSA Patriot Act), Executive Order #13224 or any other Executive Order or the United States Treasury Department as a terrorist, A Specially Designated Nation and Blocked Person, or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control. Tenant is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

30. Security Deposit:

The Landlord shall not require a security deposit of the Tenant.

31. Signs:

Tenant shall not erect or install any ground, Demised Premises, or roof signs except as expressly permitted, in writing, by Landlord. All signs installed by Tenant shall comply with all requirements of appropriate governmental authority, and all necessary permits or licenses shall be obtained by Tenant. Tenant shall maintain all signs in good condition and repair at all times, and shall save Landlord harmless from injury to person or property, arising from the erection, installation, and maintenance of said signs. Upon vacating the Premises, Tenant shall remove all signs and repair all damage caused by such removal.

32. Advertising for New Tenant:

The Tenant hereby agrees that for a period commencing ninety (90) days prior to the termination of this lease, the Landlord may show the premises to prospective Tenants, and sixty (60) days prior to the termination of this lease, may display in and about said premises and in the windows thereof, the usual and ordinary A FOR SALE or A TO RENT signs.

33. Truth in Renting Act Provisions:

Landlord and Tenant specifically agree that this lease shall not, is not intended, nor shall it be construed, to violate any of the provisions of the Truth in Renting Act. If, however, any provision of this lease does in fact reach any such result, then such provision shall be null and void, but the other provisions of this lease shall continue to remain in full force and effect.

34. Miscellaneous:

34.1 Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

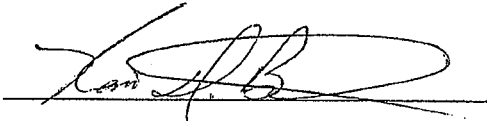
34.2 The agreements, conditions and provisions herein contained shall, subject to the provisions as to assignment, set forth in Article 16 hereof, apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

34.3 If any provisions of this Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provisions of this Lease and all such other provisions shall remain in full force and effect.

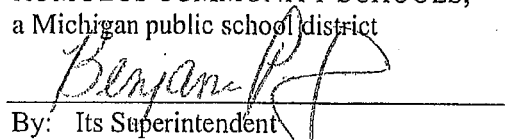
34.4 This Lease shall be governed by and construed pursuant to the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date set forth in Section I, on this 10th day of May, 2024.

WITNESSES:



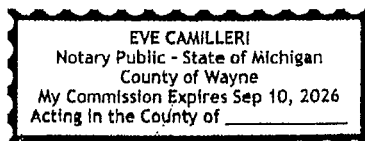
LANDLORD:
ROMULUS COMMUNITY SCHOOLS,
a Michigan public school district


By: Its Superintendent

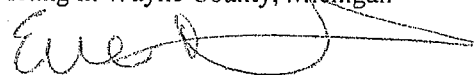
STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in the above State and County by Dr. Edmondson, in ^{his} ~~her~~ capacity as Superintendent of ROMULUS COMMUNITY SCHOOLS, a party hereto and was executed and acknowledged by him/her to be him/her free and voluntary act and deed.

WITNESS my signature this 10th day of May, 2024.



Eve Camilleri
Notary Public
Wayne County, Michigan
My Commission Expires: 9/10/2026
Acting in Wayne County, Michigan



TENANT:
CITY OF ROMULUS,
a Michigan municipal corporation and its
RECREATION DEPARTMENT

By _____
Its: Mayor

By _____
Its: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in the above State and County by _____, as authorized and designated agent for the CITY OF ROMULUS and its RECREATION DEPARTMENT, a party hereto and was executed and acknowledged by him/her to be him/her free and voluntary act and deed.

WITNESS my signature this 10th day of May, 2024.

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

EXHIBIT "A"

Plan of Demised Premises, commonly referenced as:

1. City of Romulus City Hall, 11111 Wayne Rd., Romulus, MI 48174
2. City of Romulus Athletic Center, 35765 Northline Rd., Romulus, MI 48174



City of Romulus

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

Council Meeting Held: **July 8, 2024**

Item No. A.

General Description: Second Reading & Final Adoption of Budget Amendment 23/24-20

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 COUNCIL AGENDA ITEM REQUEST FORM

Submitted to: Choose an ite

Date Submitted:

Submitted by:

Department:

Council Meeting of:

TITLE/DESCRIPTION OF ITEM

--

ACTION REQUESTED

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

RECOMMENDED RESOLUTION/ACTION

--

City of Romulus

11111 Wayne Road

Romulus, MI 48174

(734) 942-7500

www.romulusgov.com

OFFICE USE ONLY

Approved for Council Agenda: ☐

AGENDA ITEM # .

MEMORANDUM

TO: Mayor Robert A. McCraight
FROM: Finance Department
DATE: June 14, 2024 **MEF**
SUBJECT: Budget Amendment 23/24 -20

<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>
265 Federal Law Enforcement Fund				
<u>Fund Balance</u>				
265-000-390.000	Retained Earnings	30,982	(6,000)	24,982
				-
<u>Expense</u>				
265-301-851.000	Cellular / Mobile Services	8,230	6,000	14,230
				-

To amend the FY24 Budget to account for cellular/mobile services related to Digital Ally overages.

BUDGET AMENDMENT FORM

INCREASE		DECREASE	
Account Number /Name	Amount	Account Number /Name	Amount
265-301-851.000 Cellular/ Mobile Services	\$ 6,000	265-000-390.000 Fund Balance	\$ 6,000
TOTAL	\$ 6,000	TOTAL	\$ 6,000

PURPOSE: To cover overage charges we incurred when switching the body camera services in late January 2023 from Digital Ally to Polaris

DATE: 6/12/2024

Department Head Signature:



 6/12/2024 *Maria Farris*

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: **July 8, 2024**

Item No. B.

General Description: Second Reading & Final Adoption of Budget Amendment 23/24-21

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 COUNCIL AGENDA ITEM REQUEST FORM

Submitted to: Choose an ite

Date Submitted:

Submitted by:

Department:

Council Meeting of:

TITLE/DESCRIPTION OF ITEM

ACTION REQUESTED

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

RECOMMENDED RESOLUTION/ACTION

City of Romulus

11111 Wayne Road

Romulus, MI 48174

(734) 942-7500

www.romulusgov.com

OFFICE USE ONLY

Approved for Council Agenda: ☐

AGENDA ITEM # .

MEMORANDUM

TO: Mayor Robert A. McCraight

FROM: Finance Department

DATE: June 18, 2024

SUBJECT: Budget Amendment 23/24.21

<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>
Romulus Athletic Center				
<u>Revenues</u>				
208-000-587.001	TIFA - Capital Reserve Cost Reimbursement	372,000	228,000	600,000
208-751-651.001	Memberships	717,000	50,365	767,365
208-751-651.010	Sports Leagues	12,000	28,277	40,277
208-751-651.020	Drop in/Day Passes	207,150	170,659	377,809
208-751-651.021	Parties/Birthday	30,000	63,339	93,339
			540,639	1,878,789
<u>Expenditures</u>				
208-751-702.000	Regular	150,000	83,313	233,313
208-751-703.000	Part Time	500,000	201,144	701,144
208-751-718.000	Health Insurance	25,000	12,133	37,133
208-751-727.000	Supplies	6,000	7,631	13,631
208-751-730-000	Operating Supplies	64,500	39,138	103,638
208-751-751.000	Software	30,000	21,956	51,956
208-751-920.000	Utilites	308,500	43,253	351,753
208-751-955.208	Payroll Expenses	17,000.00	6,603.96	23,604
208-751-971.000	Capital Outlay	-	64,842	64,842
			480,014	1,581,014

To record additional projected revenues and expenses as of 5/31/2024 for the FY23/24 budget.

BUDGET AMENDMENT FORM

INCREASE

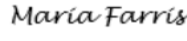
Account Number /Name	Amount	Account Number /Name	Amount
208-000-587.001 TIFA - Capital Reserve Cost Reimbursement	\$ 228,000	208-451-702.000 Regular wages	\$ 83,313
208-751-651.001 Memberships	\$ 50,365	208-751-703.000 Part-time wages	\$ 201,144
208-751-651.001 Sports Leagues	\$ 28,277	208-751-718.000 Health Insurance	\$ 12,133
208-751-651.020 Drop in/Day passes	\$ 170,659	208-751-727.000 Supplies	\$ 7,631
208-7851-651.021 Parties/Birthday	\$ 63,339	208-751-730.000 Operating supplies	\$ 39,138
		208-751-751.000 Software	\$ 21,956
		208-751-920.000 Utilities	\$ 43,253
		208-751-955.208 Payroll Expenses	\$ 6,604
		208-751-971.000 Capital Outlay	\$ 64,842
TOTAL	\$ 540,640	TOTAL	\$ 480,014

PURPOSE: To record additional projected revenues and expenses as of 5/31/2024 for the Romulus Athletic Center FY23/24 budget.

DATE: 6/18/2024

Department Head Signature:

 6/18/2024

 6/18/2024

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 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: **July 8, 2024**

Item No. C.

General Description: Resolution determining the necessity for improvement of Brandt St. and Cypress St. & Request for Special Meeting - Public Hearing for Monday, August 26, 2024, at 6:45 p.m.

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, City Clerk

Cc: D'Sjonaun Hockenhull, Deputy City Clerk
Julie Albert, Director of Assessing & Financial Services
Roberto Scappaticci, DPW Director
Julie Wojtylko, Chief of Staff

Date: July 3, 2024

Re: Special Assessment District Petition for the reconstruction of Brandt & Cypress

A Special Assessment District Petition was refiled in the Clerk's Office on May 31, 2024, with signatures of 70.43% of property owners within proposed special assessment district, petitioning the Romulus City Council to reconstruct Brandt St. and Cypress St. between Ecorse Rd and Beverly Rd.

In accordance with the Romulus Code of Ordinance Chapter 50, Council shall by resolution determine the necessity for the improvement within the city for any public use or purpose or to bring about the abatement of public nuisance.

Two actions are required from Council to proceed forward with this petition:

1. **It is requested that Council adopt a resolution determining the need for the improvement of Brandt St and Cypress St. between Ecorse Rd. and Beverly Rd. and further direct the city engineers to prepare a report ascertaining the quantities of materials necessary for the completion of such improvement and prepare a detailed estimate of all the expenses incidental to the improvement.**
2. **It is also requested that Council schedule a public hearing to be held in the Romulus City Hall Council Chambers on Monday, August 26, 2024 at 6:45 p.m. for the purpose of discussing and hearing any objections to the proposed improvements.**

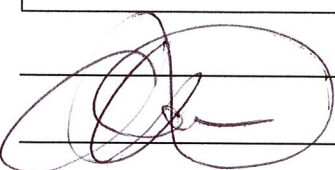
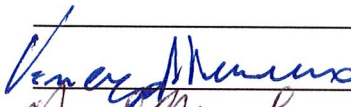
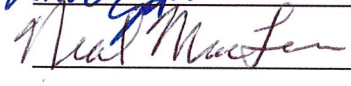
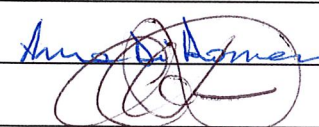
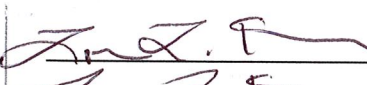
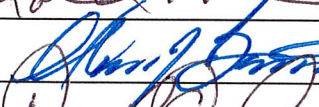
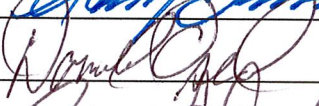
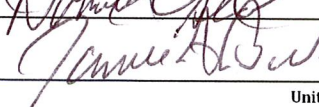
Taxpayers in the special assessment district will be notified by mail of the public hearing in addition to its advertisement in the newspaper in accordance with the Romulus Code of Ordinance.

At the next Regular Council Meeting after the public hearing (September 9, 2024), the City Council shall by resolution determine whether to proceed with the special assessment district. If Council determines to proceed with the improvement, the city assessor shall prepare the proposed assessment roll and another public hearing will be requested to discuss and hear objections to the proposed assessment roll.

BRANDT & CYPRESS PAVING
SPECIAL ASSESSMENT DISTRICT (SAD) PETITION
CITY OF ROMULUS
11111 WAYNE RD, ROMULUS, MI 48174
Pg. 1 of 2

We, the undersigned being at least (51%) of the recorded legal owners by acreage of property in the PROPOSED paving district hereinafter described, petition the City of Romulus to (re)construct Brandt and Cypress between Ecorse and Beverly, with the understanding that the incurred cost for (re)-construction will be placed on the property tax bills of ALL property owners in the proposed paving area.

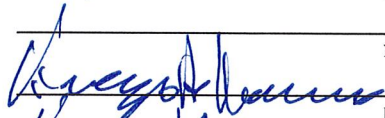
The methodology to assess reconstruction costs will be by square footage of land for each property.

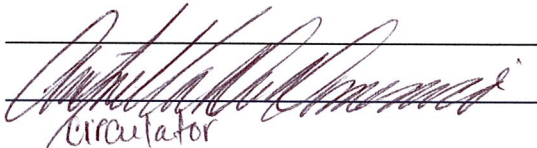
Signature of Property Owner	Printed Name	Address	Date
	ETD LLC (Frank Tsou)	67339 Cypress	
	80 007 01 0900 305		
	G&N LLC (Gian Romano)	6801 Cypress	5/8/24
	80 007 01 0900 307		
	Sam Rajae	6740 Cypress	
	80 007 01 0901 300		
	AVD Investments LLC (Antonella DiDomenico)	6800 Cypress	
	80 007 01 0901 301		
	MVD Investments LLC (Vincenzo DiDomenico)	30735 Cypress	
	80 007 01 0989 303		
	30665 Beverly LLC (Janet Budhu, CSC-Lawyers Inc.)	30665 Beverly	
	80 007 01 0990 301		
	JTW Investments LLC (Registered Agents Inc.)	30691 Cypress	
	80 007 01 0990 302		
	Vincenzo Di Domenico	Cypress	
	80 007 01 0990 303		
	Ecorse Road Romulus LLC (Neal MacLean)	30550 Ecorse	
	80 007 02 0001 000		
	Bad to the Bond LLC (Ashley Nelson)	6924 Brandt	
	80 007 02 0007 000		
	Bad to the Bone LLC (Ashley Nelson)	Brandt	
	80 007 02 0008 000		
	F & L Building Co LLC (Anna DiDomenico)	6774 Brandt	
	80 007 02 0009 300		
	G & N LLC (Gian Romano)	6754 Brandt	5/8/24
	80 007 02 0011 301		
	Realty Inc	6734 Brandt	
	80 007 02 0012 300		
	Quality Warehousing Unlimited (Lori Fleissner)	Brandt	5/17/24
	80 007 02 0013 000		
	Quality Warehousing Unlimited (Lori Fleissner)	6680 Brandt	5/17/24
	80 007 02 0014 300		
	B & B Concrete Placement Inc (David L. Baiocco)	6685 Brandt	
	80 007 02 0016 000		
	Donald Opland	6715 Brandt	
	80 007 02 0017 002		
	Aces Properties LLC (James Bush)	6735 Brandt	
	80 007 02 0019 001		
	United Properties II LLC/ Campbell Family LLC (Ryan Macvoy /Scott Campbell)	Brandt	
	80 007 02 0019 002		
	Brandt Street Investments LLC (Neal MacLean)	6775 Brandt	
	80 007 02 0021 300		
	Store Capital Acquisitions LLC (Mandy Hendricks, POA)	6685 Brandt	
	80 007 02 0025 000	30350 Ecorse??	
	Cypress Properties LLC (Neal MacLean)	30500 Cypress	
	80 007 99 0001 000		

BRANDT & CYPRESS PAVING
SPECIAL ASSESSMENT DISTRICT (SAD) PETITION
CITY OF ROMULUS
11111 WAYNE RD, ROMULUS, MI 48174
Pg. 2 of 2

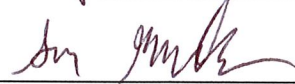
We, the undersigned being at least (51%) of the recorded legal owners by acreage of property in the PROPOSED paving district hereinafter described, petition the City of Romulus to (re)construct Brandt and Cypress between Ecorse and Beverly, with the understanding that the incurred cost for (re)-construction will be placed on the property tax bills of ALL property owners in the proposed paving area.

The methodology to assess reconstruction costs will be by square footage of land for each property.

	American Commercial Trust (Lori Fairchild)	30255 Beverly
	80 008 99 0001 701	
	Joint Clutch & Gear Service Inc (Jason Sierocki)	30200 Cypress
	80 008 99 0001 702	
	LNA Investments (Vincenzo DiDomenico)	30100 Cypress
	80 008 99 0001 703	
	LNA Investments (Vincenzo DiDomenico)	30300 Cypress
	80 008 99 0001 704	

 Antonella DiDomenico 5/3/24
Circulator

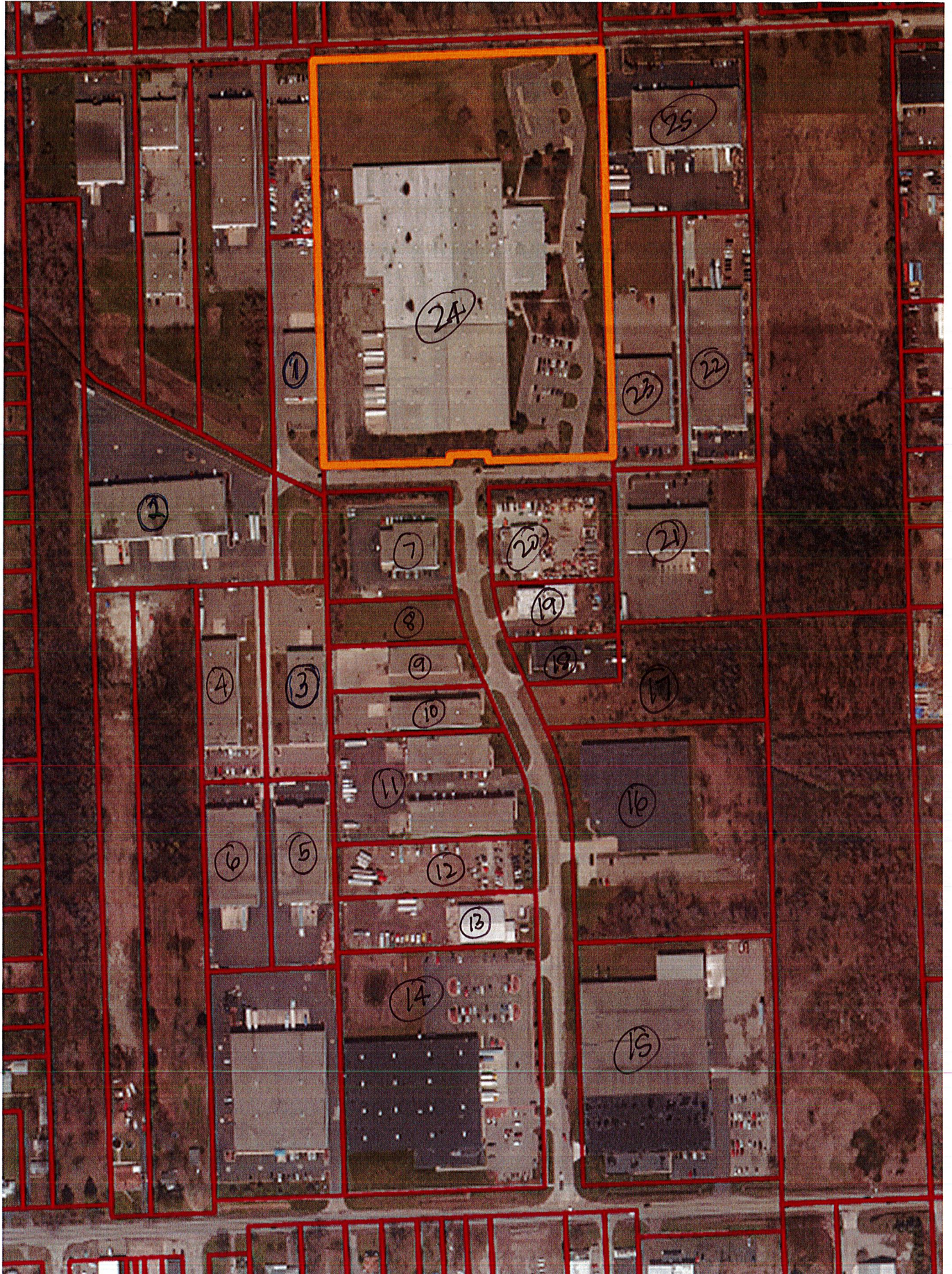
Antonella DiDomenico, being duly sworn states that the signature(s) contained therein, are the signature(s) of the property owner(s) of record. Subscribed and sworn before me a notary public in and for the County of Wayne, State of Michigan this 31st day of May, 2024.

NOTARY PUBLIC 

SEAN MULLINS
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jan. 14, 2028
Acting in the County of Wayne

							Petition				
Taxpayer's Name		Mailing Address				Acres	Signed				
G & N LLC - Gian Romano	6801 Cypress	30735 Cypress Ste 600	Romulus	MI	48174	1.450	X				
AVD Investments LLC - Antonella DiDomenico	6800 Cypress	26468 Mandalay Court	Novi	MI	48374	1.380	X				
MVD Investments LLC - Vincenzo DiDomenico	30735 Cypress	30735 Cypress	Romulus	MI	48174	3.500	X				
Ecorse Road Romulus LLC - Neal McClean	30550 Ecorse	PO Box 810	Royal Oak	MI	48068	5.568	X				
F & L Building Co LLC - Anna Ddomenico	6774 Brandt	51244 W Nine Mile Rd	Novi	MI	48374	2.345	X				
G & N LLC - Gian Romano	6754 Brandt	30735 Cypress Ste 600	Romulus	MI	48174	0.879	X				
Quality Warehousing Unlimited - Lori Fleissner	Brandt	27035 N Dixboro Rd	South Lyon	MI	48178	0.687	X				
Quality Warehousing Unlimited - Lori Fleissner	6680 Brandt	27035 N Dixboro Rd	South Lyon	MI	48178	1.586	X				
B & B Concrete Placement Inc - David Baiocco	6685 Brandt	6685 Brandt	Romulus	MI	48174	1.362	X				
Donald Opland	6715 Brandt	7865 Sunset Ct	Saline	MI	48176	0.760	X				
Aces Properties LLC - James Bush	6735 Brandt	6735 Brandt	Romulus	MI	48174	0.547	X				
Brandt Street Investments LLC - Neal McClean	6775 Brandt	PO Box 810	Royal Oak	MI	48068	5.060	X				
Cypress Properties LLC - Neal McClean	30500 Cypress	PO Box 810	Royal Oak	MI	48068	13.421	X				
Joint Clutch & Gear Service Inc - Jason Sierocki	30200 Cypress	30200 Cypress	Romulus	MI	48174	2.110	X				
LNA Investments - Vincenzo DiDomenico	30100 Cypress	47565 Capri Ct	Northville	MI	48167	2.130	X				
LNA Investments - Vincenzo DiDomenico	30300 Cypress	47565 Capri Ct	Northville	MI	48167	2.528	X	45.313	acres		
American Commercial Trust - Lori Fairchild	30255 Beverly	30255 Beverly	Romulus	MI	48174	2.793					
ETD LLC - Frank Tsou	6739 Cypress	2187 S Valadez	Las Vegas	NV	89117	1.447					
Sam Rajae	6740 Cypress	6740 Cypress Ste 100	Romulus	MI	48174	1.437					
30665 Beverly LLC - CSC-Lawyers Inc Svc	30665 Beverly	2130 S Wolf Rd	Des Plaines	IL	60018	0.988					
JTW Investments LLC - Registered Agents Inc	30691 Cypress	1920 N Walnut St	Dover	OH	44622	1.394					
Melody of Michigan LLC	6924 Brandt	6749 Columbus Rd	Mississauga	ON - CA	L5T 2J	2.466					
Realty Inc	6734 Brandt	815 Wernsing Rd	Jasper	IN	47546	0.782					
United Properties II LLC / Campbell Family LLC R McAvoy & S Campbell	Brandt	23171 Groesbeck Hwy	Warren	MI	48089	2.197					
Store Capital LLC	30350 Ecorse	8377 E Hartford Dr Ste 100	Scottsdale	AZ	85255	5.517					
Total Acres in proposed SAD						64.334		70.43%			

80 007 01 0990 302	JTW Investments LLC	30691 Cypress	1.394
80 007 01 0989 303	MVD Investments	30735 Cypress	3.500
80 007 01 0900 305	ETD LLC	6739 Cypress	1.447
80 007 01 0901 300	Sam Rajae	6740 Cypress	1.437
80 007 01 0900 307	G & N LLC	6801 Cypress	1.450
80 007 01 0901 301	AVD Investments LLC	6800 Cypress	1.380
80 007 02 0014 300	Quality Warehousing Unlimited	6680 Brandt	1.586
80 007 02 0013 000	Quality Warehousing Unlimited	Brandt	0.687
80 007 02 0012 300	Realty Inc	6734 Brandt	0.782
80 007 02 0011 301	G & N LLC	6754 Brandt	0.879
80 007 02 0009 300	F & L Building Co LLC	6774 Brandt	2.345
80 007 02 0007 300	Melody of Michigan LLC	Brandt	2.466
80 007 02 0001 000	Ecorse Road Romulus LLC	30550 Ecorse	5.568
80 007 02 0025 000	Store Capital LLC	30350 Ecorse	5.517
80 007 02 0021 300	Brandt Street Investments LLC	6775 Brandt	5.060
80 007 02 0019 002	United Properties II LLC / Campbell Family LLC	Brandt	2.197
80 007 02 0019 001	Aces Properties LLC	6735 Brandt	0.547
80 007 02 0017 002	Donald Opland	6715 Brandt	0.760
80 007 02 0016 000	B & B Concrete Placement Inc	6685 Brandt	1.362
80 008 99 0001 704	LNA Investments	30300 Cypress	2.528
80 008 99 0001 703	LNA Investments	30100 Cypress	2.130
80 008 99 0001 702	Joint Clutch & Gear Service Inc	30200 Cypress	2.110
80 007 99 0001 701	Cypress Properties LLC	30500 Cypress	13.421
80 008 99 0001 701	American Commercial Trust	30255 Beverly	2.793
			63.35



Sec. 50-1. - Necessity for improvements or abatements.

Whenever the city council shall by resolution determine the necessity for the improvement of certain lands within the city for any public use or purpose or to bring about the abatement of a public nuisance, it shall direct the city assessor to prepare a list of all of the lots, subdivisions and parcels of real property making up the total area of property affected by such improvement. The list shall contain the name of the owner, or other party in interest of each parcel, subdivision or lot to the best of the city assessor's knowledge.

(1971 Comp., Ch. XI, Art. 1, § 1; Code 1999, § 31-1)

Sec. 50-2. - City engineer's report.

- (a) Upon the adoption of the resolution declaring an improvement to be a necessity, the city engineer shall proceed to ascertain the quantities of materials necessary for the completion of such improvement and to prepare a detailed estimate of all the expenses incidental to the improvement, and shall make a report of such estimates to the city council and the city assessor. The city engineer may also recommend either that the improvement be constructed by the city or by independent contractors or in part by both.
- (b) In the cases of municipal street lighting, the city may also rely on DTE Energy's determination of the quantities of materials necessary for the completion of such street lighting and DTE Energy's detailed estimate of all the expenses incidental to the improvement. DTE Energy shall provide same to the city assessor. Upon receipt of such determination and estimate from DTE Energy, the city assessor shall report same to the city council.

(1971 Comp., Ch. XI, Art. 1, § 2; Code 1999, § 31-2)

Sec. 50-3. - Hearing; notification of interested parties.

The city council shall establish a time and place for a public hearing to discuss and hear objections to the proposed improvement. Notice of such public hearing shall be published once in the official city newspaper at least ten days prior to the proposed hearing date and shall contain the time, place and purpose of such hearing, including the type of improvement and the proposed assessment district to be affected. The city assessor shall, at least ten days before the date of such hearing, notify all property owners or other parties of interest whose names appear upon the last tax assessment records of the city within the proposed assessment district of such hearing by sending a copy of the notice by first class mail, addressed to the addresses shown upon the last tax assessment records, which has been reviewed by the board of review as supplemented by any subsequent changes in the names or addresses of the owners or parties listed thereon. The notice of hearing shall include a statement that appearance and protest at the hearing in the special assessment proceedings is required in order to appeal the amount of the special assessment to the

state tax tribunal and shall describe the manner in which an appearance and protest shall be made. An owner or party in interest, or his agent may appear in person at the hearing to protest the special assessment, or shall be permitted to file his appearance or protest by letter and his personal appearance shall not be required. The city assessor shall, upon making the mailing, file with the city clerk a certificate of the mailing. The notice of the special assessment sent to the property owner or person responsible for payment of the ad valorem property taxes under the General Property Tax Act (MCL 211.1 et seq.) shall include a statement that the owner or any person having an interest in the real property may file a written appeal of the special assessment with the state tax tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

(1971 Comp., Ch. XI, Art. 1, § 3; Code 1999, § 31-3)

State Law reference— Similar provisions, MCL 211.741, 211.746.



City of Romulus

Treasurer's Report – Stacy Paige, Treasurer

Council Meeting Held: **July 8, 2024**

Item No. A.

General Description: Updated Depository Resolution

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

INTEROFFICE MEMORANDUM

TO: HONORABLE CITY COUNCIL
FROM: STACY PAIGE, CITY TREASURER
SUBJECT: DEPOSITORY RESOLUTION
DATE: JUNE 14, 2024

In accordance with Section 6.14 of the Romulus City Charter and Michigan Compiled Law 211.43B, the Council shall select a depository or depositories in which the funds of the City shall be deposited.

I am therefore, requesting adoption of the attached depository resolution.

Depositories for City of Romulus

COMERICA BANK

Payroll Account

Checking

Savings

PORTFOLIO FUNDS

American Deposit Management Co.

BAIRD (Robert W. Baird & Co. Incorporated)

Fifth Third Bank

Flagstar Bank

GovMIC (Governments of Michigan Investing Cooperatively)

Hilltop Securities

Huntington National Bank

Independent Bank

Michigan Class

Michigan Liquid Asses Fund Plus

PFM Asset Management LLC

Public Service Credit Union

Robinson Capital, LLC



City of Romulus

Public Comment

Council Meeting Held:

July 8, 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:

July 8, 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.

July 8, 2024

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Seconded by: Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Ayes: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Nays: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Abstain: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Warrant

Council Meeting Held: **July 8, 2024**

Item No. A.

General Description: Approval of Warrant #: 24-13 for checks presented in the amount of \$2,069,052.09.

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

CITY OF ROMULUS WARRANT REGISTER SUMMARY

Council Meeting Date: July 8, 2024
Warrant Number: 24-13

TOTAL WARRANT REGISTER

2,069,052.09

P.O.#	CHECK #	PAYEE	AMOUNT

TOTAL DELETIONS

TOTAL ADJUSTED WARRANT (IF ANY DELETIONS)

REWARRANTED ITEMS: (not included in above totals)

P.O.#	CHECK #	PAYEE	AMOUNT

COUNCIL AUTHORIZATION

DATE

The obligations of transfer of funds described on the attached warrant register including the required interfund advances have been authorized by the Council. We hereby authorize the Treasurer of the City of Romulus to disburse funds as listed in payment thereof with the exception of deleted items listed above.

MAYOR

CLERK

7/3/2024

CHECK DISBURSEMENT REPORT FOR CITY OF ROMULUS
CHECK DATE FROM 06/18/24 - 07/03/24

Fund		Amount
Total for fund 101	General Fund	138,330.26
Total for fund 202	Major Street Fund	68,511.21
Total for fund 203	Local Street Fund	101,671.49
Total for fund 205	Public Safety Fund	51,264.17
Total for fund 211	Cable TV	33.50
Total for fund 218	Merriman Rd. Spec. Assess	5,800.00
Total for fund 226	Garbage & Rubbish Collection Fund	13,004.57
Total for fund 247	Tax Increment Finance Authority	498,742.18
Total for fund 248	Downtown Development Authority	11,003.65
Total for fund 260	Michigan Indigent Defense Fund	1,730.00
Total for fund 261	911 Service Fund	5,780.00
Total for fund 271	Library Fund	5,887.11
Total for fund 403	Vining Road Exten - Ecorse Const	452.21
Total for fund 592	Water & Sewer Fund	737,686.95
Total for fund 661	Motor Vehicle	74,816.80
Total for fund 664	Technology Services	4,938.36
Total for fund 676	Retiree's Ins. Benefits	138,174.34
Total for fund 677	Prop & Liability Ins Fund	8,297.00
Total for fund 701	Revolving Fund	25.00
Total for fund 704	Imprest Payroll Fund	202,903.29
TOTAL - ALL FUNDS		2,069,052.09

07/03/2024

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 06/18/2024 - 07/03/2024

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank POOL POOLED CASH						
06/21/2024	POOL	85580	3959	PRETTY FACE CLEANING SERVICES	11189 SHOOK RD CLEANING- FY23/24	150.00
					GROWTH WORKS CLEANING -REIMBURSED THROUG	200.00
					GROWTH WORKS CLEANING -REIMBURSED THROUG	200.00
						<u>550.00</u>
06/21/2024	POOL	85581	3959	PRETTY FACE CLEANING SERVICES	WINDOW 3- SBA GRANT RECIPIENT	10,000.00
07/03/2024	POOL	1717(E)	0017	BLUE CARE NETWORK	JULY 2024 HEALTH INS	927.52
07/03/2024	POOL	1718(E)	0016	BLUE CROSS/BLUE SHIELD OF MICH	JULY 2024 HEALTH INSURANCE	270,749.74
07/03/2024	POOL	1719(E)	0581	COMERICA COMM. CARD SERV.	MIKE LASKASKA COMERICA CARD PURCHASES FO	279.75
					MAY 2024 COMERICA CARD PURCHASE FOR ROBE	2,093.63
					ELLEN CRAIG-BRAGG COMERICA CARD PURCHASE	966.88
					PATTY BRADEN COMERICA CARD PURCHASES FOR	208.48
					KEVIN LOSEN COMERICA CARD PURCHASES MAY	1,075.88
					CHRISTINA PARKER COMERICA CARD PURCHASES	30.00
					ROGER SALWA COMERICA CARD PURCHASES FOR	250.00
					ROBERT PFANNES COMERICA CARD PURCHASES F	88.12
					NICOLE HARRIS COMERICA CARD PURCHASES FO	458.40
					STACY PAIGE JUNE 2024 COMERICA CARD PURC	30.00
						<u>5,481.14</u>
07/03/2024	POOL	1720(E)	0012	DTE ENERGY	35257 GODDARD - AMBULANCE BUILDING - 05/	79.73
					10942 WAYNE - WELCOME TO ROMULUS SIGN -	21.06
					7690 WAYNE WATER PUMP, 05/16/24 - 06/14/	88.98
					PUMP STATION - 16326 HARRISON 5/17/24 -	117.07
					7930 AMBER PUMP STATION 05/17/24 - 06/17	49.99
					37200 GODDARD-MARY ANN BANKS PARK - 05/1	42.01
					MARY ANN BANKS (RESTROOM) - 37350 GODDAR	20.12
					PAVILION DOWNTOWN DDA - 36095 GODDARD 05	26.01
						<u>444.97</u>
07/03/2024	POOL	1721(E)	3034	MI. CONF. OF TEAMSTERS WELFARE FUND	MCTWF INSURANCE - JULY 2024	27,679.80
07/03/2024	POOL	1722(E)	3740	NAVIA BENEFIT SOLUTIONS - LOCKBOX	NAVIA FOR MAY 2024	150.00
07/03/2024	POOL	85582	2996	ABS STORAGE PRODUCTS, INC.	ITB 22/23-25 UPFITTING REMAINING 2 VEHIC	734.00
					ITB 22/23-25 UPFITTING REMAINING 2 VEHIC	17,143.50
					ITB 22/23-25 UPFITTING REMAINING 2 VEHIC	4,936.00
						<u>22,813.50</u>
07/03/2024	POOL	85583	1984	ACRISURE, LLC	FIDUCIARY LIABILITY POLICY 7/11/24	8,297.00
07/03/2024	POOL	85584	2942	AIRGAS, INC.	23/24 BLANKET PO- AIRGAS INC -FOR OXYGE	28.34
07/03/2024	POOL	85585	4270	AIRSPACE LINK, INC.	SOLE SOURCE AIRSPACE LINK FLYSAFE PROGRA	24,000.00
					SOLE SOURCE PURCHASAE UAS INTEGRATION SU	1,428.55
						<u>25,428.55</u>
07/03/2024	POOL	85586	0330	ALERT-ALL CORPORATION	23/24 BLANKET PO - ALERT ALL CORP - FIIR	497.50
					23/24 BLANKET PO - ALERT ALL CORP - FIIR	537.50
						<u>1,035.00</u>
07/03/2024	POOL	85587	3336	ALLIE BROTHERS, INC	UNIFORM ITEMS	15.96
					UNIFORM ITEMS	16.33
					UNIFORM ITEMS	140.00
					W.C.R.P.A UNIFORM ITEMS	284.95
					W.C.R.P.A UNIFORM ITEMS	565.93
						<u>1,023.17</u>
07/03/2024	POOL	85588	2926	ALLIED, INC.	LEAKING LOWERING CONTROL VALVE ON MECHAN	860.15
07/03/2024	POOL	85589	1567	ALPHA PSYCHOLOGICAL SERVICES, PC	NEW HIRE PSYCH EXAMINATIONS	1,550.00
					NEW HIRE PSYCH EXAM	775.00
						<u>2,325.00</u>

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						2,325.00
07/03/2024	POOL	85590	2804	AMAZON CAPITAL SERVICES	HOMESCHOOL KIDS WILD AND FREE	11.86
					KIDS REPLACEMENT PUPPY PLACE	5.39
					SONS OF ANARCHY SERIES	39.98
					THERMAL PAPER	30.37
					METAL SUPPORT BRACKET	14.86
						<u>102.46</u>
07/03/2024	POOL	85591	4027	AMAZON CAPITAL SERVICES	HYDRANT METER ASSEMBLIES	2,661.87
					OFFICE & ELECTION SUPPLIES	152.64
					POST IT NOTES	7.96
					MISC & PROPERTY AND EVIDENCE SUPPLIES	535.60
					FIRE DEPARTMENT - WEED CONTROL FOR STATI	79.99
					DPW OFFICE SUPPLIES 6/13/24	96.61
					OFFICE SUPPLIES - PLANNING DEPT.	6.95
					INK CARTRIDGE FOR CHECK PRINTER	68.99
					MISC ISB SUPPLIES	560.46
					OFFICE SUPPLIES - PLANNING DEPT.	257.96
					OFFICE SUPPLIES	170.03
					OFFICE SUPPLIES - PLANNING DEPT.	117.93
					OFFICE SUPPLIES - PLANNING DEPT.	45.54
					PUMPKIN FESTIVAL HOPPER BALLS	137.64
					OFFICE CHAIRS	319.98
					OFFICE SUPPLIES	121.88
					OFFICE SUPPLIES	47.65
					MISC FIREARMS SUPPLIES	1,118.90
					GAS CAN & AIR GUN FOR GROUNDS AND FLASH	111.96
					FIRE ALARM PANEL BATTERY	37.60
					TOOLS TO CLEAN HVAC DRAIN LINES	47.94
					REPLACE BROKEN SEAT ON TRACTOR #413	113.34
					GAS LIFT CYLINDERS FOR COUNCIL DAIS CHAI	158.97
					SUPPLIES FOR AUGUST PRIMARY ELECTION	42.00
					CD/DVD ROM DRIVES - USB	101.56
					OFFICE SUPPLIES - PLANNING DEPT.	<u>(158.15)</u>
						6,963.80
07/03/2024	POOL	85592	0178	AMERI-TIME LLC	RENEWAL MAINTENANCE AGREEMENT TIME CLOCK	350.00
					RENEWAL MAINTENANCE AGREEMENT TIME CLOCK	<u>525.00</u>
						875.00
07/03/2024	POOL	85593	4078	ANCONA CONTROLS, INC.	CITY HALL - GENERATOR REPAIR	1,112.00
					TROUBLE SHOOT & REPAIR GENERATOR 34TH DI	<u>756.00</u>
						1,868.00
07/03/2024	POOL	85594	MISC	ANN SZLINIS	ANN SZLINIS - JULY 2024 RETIREE HEALTHCA	336.41
07/03/2024	POOL	85595	0529	ASSOCIATED NEWSPAPERS OF MICHIGAN	ITB 22/23-11 ASSOC. NEWS PUBLICATION 7/1	59.38
					ITB 22/23-11 ASSOC. NEWS PUBLICATION 7/1	201.88
					ITB 22/23-11 ASSOC. NEWS PUBLICATION 7/1	154.38
					ITB 22/23-11 ASSOC. NEWS PUBLICATION 7/1	783.75
					ITB 22/23-11 ASSOC. NEWS PUBLICATION 7/1	<u>71.25</u>
						1,270.64
07/03/2024	POOL	85596	0554	AT&T	ACCT. 734 941-0666 375 3, MAY 23 - JUNE	606.67
07/03/2024	POOL	85597	3649	AUTO VALUE OF ROMULUS	23/24 BLANKET PO FOR MISC MECHANIC PURCH	306.38
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	12.49
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	39.70
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	18.51
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	24.75
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	52.11
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	12.27
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	129.00
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	69.90

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					23/24 BLANKET PO FOR MISC MECHANIC PURCH	69.90
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	32.98
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	33.28
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	182.00
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	82.58
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	2.99
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	8.97
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	12.99
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	66.10
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	52.40
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	49.92
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	18.51
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	12.49
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	1,137.28
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	29.46
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	20.79
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	22.15
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	53.88
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	212.31
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	24.42
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	169.99
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	151.99
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	24.58
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	(162.00)
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	(18.00)
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	(169.99)
						2,787.08
07/03/2024	POOL	85598	1683	BAKER & TAYLOR	ACCOUNT # 251637 L154147 2 B00000	105.17
					ACCOUNT # 251637 L154147 2 B00000	329.37
					ACCOUNT # 251637 L154147 2 B00000	300.91
					ACCOUNT # 251637 L154147 2 B00000	179.99
						915.44
07/03/2024	POOL	85599	0239	BIO-CARE INC	ITB 22/23-23 CONTRACT FOR ANNUAL NFPA FI	15,815.00
07/03/2024	POOL	85600	0417	BLUE RIBBON CONTRACTING INC.	23/24 BLANKET PO FOR TOPSOIL & SAND - DP	336.00
07/03/2024	POOL	85601	0231	BOOMER CO.	23/24 BLANKET PO FOR MISC SUPPLIES LOCAL	239.16
07/03/2024	POOL	85602	0064	BOUND TREE MEDICAL LLC	23/24 BLANKET PO - MEDICAL SUPPLIES AND	107.25
					23/24 BLANKET PO - MEDICAL SUPPLIES AND	35.76
					23/24 BLANKET PO - MEDICAL SUPPLIES AND	173.00
					23/24 BLANKET PO - MEDICAL SUPPLIES AND	59.86
						375.87
07/03/2024	POOL	85603	2956	BSB COMMUNICATIONS, INC.	ADDITIONAL USER/VM LICENSING AAND SCADA	504.93
07/03/2024	POOL	85604	0848	BURTON'S PLUMBING & HEATING CO.	ITB 19/20-18 BACK FLOW TESTING	4,350.00
07/03/2024	POOL	85605	1270	CARLISLE WORTMAN ASSOCIATES	AVIS CAR STORAGE LOT MAY 24	472.50
					GLOBAL TRUCKING REPAIR MAY 24	540.00
					MOTOWN SPORTS CENTER MAY 24	1,435.00
					PILOT REZONING AND SLU MAY 24	1,012.50
					SHEETZ II MAY 24	202.50
					STARTLE PROPERTIES MAY 24	39.00
					TESLA MAY 24	444.00
					QUICK TRIP SLU MAY 24	877.50
					GENERAL CONSULTATION MAY 24	607.50
					GENERAL CONSULTATION MAY 24	135.00
						5,765.50
07/03/2024	POOL	85606	3092	CENTER POINT LARGE PRINT	CHRISTIAN SERIES LEVEL 1	46.74
07/03/2024	POOL	85607	3679	CHERYL MCGUIRE	23/24 INVERTED PO - CHERYL MCGUIRE - REC	600.00
07/03/2024	POOL	85608	MISC	CITADEL EXCAVATING	REF SEVER/PLUG DEP 29245 NORTHLINE	244.38
07/03/2024	POOL	85609	1172	CITY OF ROMULUS	37230 NORTHLINE 2024 SUMMER PROPERTY TAX	5,701.18
					35425 ECORSE 2024 SUMMER PROPERTY TAXES	452.21
					11111 WAYNE SUMMER PROPERTY TAXES	12,704.65
					HANNAN 2024 SUMMER PROPERTY TAXES	7,884.76
						26,742.80

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07/03/2024	POOL	85610	1172	CITY OF ROMULUS	10202 SHOOK 2024 SUMMER PROPERTY TAXES	5,327.76
07/03/2024	POOL	85611	0917	CITY OF WAYNE	36345 VAN BORN RD SW/WF MAY 2024	5,221.82
07/03/2024	POOL	85612	4329	CLARK HILL PLC	LEGAL SERVICES THROUGH MARCH 31, 2024	5,448.80
					PROFESSIONAL SERVICES THROUGH MAY 31, 20	<u>13,617.20</u>
						19,066.00
07/03/2024	POOL	85613	0043	CMP DISTRIBUTORS INC	MAGAZINES & HANDRAIL	1,540.00
					MAGAZINES & HANDRAIL	<u>239.25</u>
						1,779.25
07/03/2024	POOL	85614	0572	CONTRACTORS CONNECTION	BARRICADES FOR PROJECTS & REPAIRS	3,194.00
07/03/2024	POOL	85615	0225	CROVA SALES & SERVICE	23/24 BLANKET PO FOR CROVA SALES - DPW	56.00
07/03/2024	POOL	85616	MISC	D'SJONAUN HOCKENHULL	MAMC ANNUAL CONFERENCE MILEAGE REIMBURSE	169.51
07/03/2024	POOL	85617	4361	DAKOTA TACTICAL LLC	UMP ARMOUR	781.00
07/03/2024	POOL	85618	4044	DETROIT METRO AIRPORT CENTER LLC	12 MO LEASE FOR CITY RECORDS ROMULUS & D	1,236.98
07/03/2024	POOL	85619	4238	DJ'S LANDSCAPE MANAGEMENT	RFP 22/23-13 2023- 2024 SAD LANDSCAPING	5,800.00
07/03/2024	POOL	85620	0411	DORNBOS SIGN & SAFETY INC	SIGN DEMO FOR ANTI LITTERING	60.45
07/03/2024	POOL	85621	3253	DORRIS BENNETT	JUNE 2024 RETIREE HEALTH INS REIMBURSEME	431.52
07/03/2024	POOL	85622	1916	DOUGLAS ELECTRIC COMPANY	REPLACE PENDANT LIGHT DRIVER	120.00
07/03/2024	POOL	85623	2594	DOWNRIVER UTILITY WASTEWATER AUTHOR	WASTEWATER DISPOSAL CHARGES MARCH 2024	106,065.85
07/03/2024	POOL	85624	2594	DOWNRIVER UTILITY WASTEWATER AUTHOR	WASTEWATER DISPOSAL CHARGES APRIL 2024	196,759.43
07/03/2024	POOL	85625	MISC	ELLEN L. CRAIG-BRAGG	MAMC CONFERENCE MILEAGE REIMBURSEMENT	171.52
07/03/2024	POOL	85626	2577	ENVIRONMENTAL SYSTEMS RESEARCH	SOLE SOURCE ANNUAL SOFTWARE MAINTENANCE	13,160.00
07/03/2024	POOL	85627	MISC	ERIKA LISISCKI	FOOTBALL REFUND	175.00
07/03/2024	POOL	85628	1677	FAMILY HEATING CO INC	NEW DUCT ALTERATIONS AT 37133 & 37135 GO	5,295.00
					NEW DUCT ALTERATIONS AT 37133 & 37135 GO	<u>4,195.00</u>
						9,490.00
07/03/2024	POOL	85629	3475	FERGUSON WATERWORKS #3386	Inventory Order	659.92
07/03/2024	POOL	85630	2735	FIFER INVESTIGATIONS, LLC	NEW HIRE BACKGROUND INVESTIGATIONS	3,600.00
07/03/2024	POOL	85631	3997	FIRE CATT LLC	ANNUAL FIRE LADDER & HOSE TESTING	4,398.80
07/03/2024	POOL	85632	4265	FLINT INST. OF SCIENCE AND HISTORY	WIZARDS, WANDS, AND POTIONS LIBRARY EVEN	250.00
07/03/2024	POOL	85633	3829	FOSTER BLUE WATER OIL, LLC	23/24 INVERTED PO - ITB 19/20-21 2 YEAR	1,518.49
					23/24 INVERTED PO - ITB 19/20-21 2 YEAR	95.00
					23/24 INVERTED PO - ITB 19/20-21 2 YEAR	<u>60.00</u>
						1,673.49
07/03/2024	POOL	85634	2703	GALE/CENGAGE LEARNING	JUNE WESTERN 2 PLAN	49.48
07/03/2024	POOL	85635	0374	GALLS, LLC	PRISONER ANKLE CUFFS	331.90
07/03/2024	POOL	85636	0875	GENERAL FUND	AFLAC JUNE 2024 3% ADMIN FEE	192.64
					COLONIAL LIFE JUNE 2024 2% ADMIN FEE	<u>6.21</u>
						198.85
07/03/2024	POOL	85637	MISC	GEORGE SIMKO	PRESCRIPTION REIMBURSEMENT APR-JUN 2024	5.00
07/03/2024	POOL	85638	MISC	GERALD GAUSS	WINTER 24 CLASS FIRE ARSON INVESTIGATION	725.00
07/03/2024	POOL	85639	0128	GIARMARCO, MULLINS, & HORTON, PC	ACCOUNT 70085-046B 14 TIFA	187.50
					ACCOUNT 70085-076B AVIS BUDGET CAR RENTA	330.00
					ACCOUNT 70085-072B SHEETZ II	135.00
					ACCOUNT 70085-045B MOTOWN SPORTS	802.50
					ACCOUNT 70085-077B PILOT TRAVEL CENTER	441.00
					ACCOUNT 70085-074B SAFEWAY OIL GAS STATI	45.00
					ACCOUNT 70085-043B M&M EXPRESS TRUCKING	112.50
					ACCOUNT 70085-056B SAVOY ENERGY	<u>990.00</u>
						3,043.50
07/03/2024	POOL	85640	1866	GMIS	GMIS MEMBERSHIP FOR 2025 FISCAL YEAR - 7	250.00
07/03/2024	POOL	85641	0338	GRAINGER INC.	23/24 BLANKET PO - GRAINGER - MISC. MAI	8.57
					23/24 BLANKET PO - GRAINGER - MISC. MAI	7.88
					HVAC UNIT FOR SERVER ROOM AT POLICE STAT	<u>2,008.60</u>

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						2,025.05
07/03/2024	POOL	85642	3264	GREAT LAKES WATER AUTHORITY	300-2451-S INDUSTRIAL WASTE CONTROL FOR ACCT # 100-2451-W WATER USAGE/FIXED CHAR	800.80 <u>357,738.19</u>
						358,538.99
07/03/2024	POOL	85643	MISC	GROUP TEN MANAGMENT	REF SEVER/WA DEPOSIT 28759 HILDEBRANDT	89.07
07/03/2024	POOL	85644	4310	HARTWELL CEMENT COMPANY	ITB 23/24-07 2024 CONCRETE PATCH PROGRAM	92,418.46
07/03/2024	POOL	85645	2567	J & B MEDICAL SUPPLY CO. INC	23/24 BLANKET PO - J&B MEDICAL - FIRE D 23/24 BLANKET PO - J&B MEDICAL - FIRE D	98.90 <u>36.00</u>
						134.90
07/03/2024	POOL	85646	0075	J & M TOWING	23/24 BLANKET PO TOWING FOR DISABLED CIT POLICE CAR AND 2023 FORD EXPLORER POLICE CAR AND 2023 FORD EXPLORER	225.00 225.00 <u>175.00</u>
						625.00
07/03/2024	POOL	85647	4169	JAC LED LIGHTING INC.	36542 GODDARD LIGHT REPLACEMENT WITH LED 11189 SHOOK ROAD LIGHT REPLACEMENT WITH 37133 GODDARD LIGHT REPLACEMENT WITH LED 37135 GODDARD LIGHT REPLACEMENT WITH LED	683.00 5,040.98 1,802.98 <u>1,494.00</u>
						9,020.96
07/03/2024	POOL	85648	0141	JACK DOHENY SUPPLIES INC	PUMP TO REPLACE LEAKING PUMP ON VACTOR #	10,500.00
07/03/2024	POOL	85649	1896	JAM BEST ONE FLEET SERVICE	GROUNDS BRUSH HOG TIRES (2) FOAM FILL TRUCK 106 TIRES	610.00 <u>670.00</u>
						1,280.00
07/03/2024	POOL	85650	MISC	JAMES CURTIS ELSWICK	PARK RENTAL DEPOSIT REFUND 449149	25.00
07/03/2024	POOL	85651	4131	JENNIFER KRAFT	PATRIOTS IN "R" PARK JULY 12, 2024 POP A	90.00
07/03/2024	POOL	85652	MISC	JOHN THIEDE	PARAMEDIC LICENSE & EMS CERT RENEWALS	50.00
07/03/2024	POOL	85653	0108	K & K MAINTENANCE SUPPLY INC.	SOAP FOR CLEANING ANIMAL SHELTER	775.00
07/03/2024	POOL	85654	4261	KANOPY INC	84 TICKETS, 4 CREDITS	88.40
07/03/2024	POOL	85655	MISC	KEVIN POCOCK	ANIMAL BOND SPAY / NEUTER REFUND 7/1/24	25.00
07/03/2024	POOL	85656	3777	LAW OFFICES OF SAMER N. JADALLAH	MIDC SERVICE HOURS ATTORNEY SAMER JADALL	1,730.00
07/03/2024	POOL	85657	3701	LECLERC DISPLAY CO, INC.	50 AMERICAN FLAGS DISPLAYED IN THE DOWNT	5,000.00
07/03/2024	POOL	85658	0023	LIBERTY PLUMBING SUPPLY	23/24 BLANKET PO FOR WATER & SEWER MISC 23/24 BLANKET PO FOR WATER & SEWER MISC	8.24 <u>180.85</u>
						189.09
07/03/2024	POOL	85659	2266	LINDA CHOATE	APR - JUNE 2024 PRESCRIPTION REIMBURSEME	54.65
07/03/2024	POOL	85660	2267	LINDA WEGIENKA	APR - JUNE 2024 PRESCRIPTION REIMBURSEME	13.82
07/03/2024	POOL	85661	3477	LINDE GAS & EQUIPMENT INC.	23/24 BLANKET PO MISC MECHANIC WELDING S	186.90
07/03/2024	POOL	85662	MISC	LOIS DOUGLAS	APR - JUNE 2024 PRESCRIPTION REIMBURSEME	158.86
07/03/2024	POOL	85663	4172	MACQUEEN EQUIPMENT, LLC	PIGGYBACK MIDEAL CONTRACT 071B7700091 ST	13,000.00
07/03/2024	POOL	85664	2666	MAURER'S TEXTILE RENTAL SERVICES	23/24 INVERTED PO FOR EMPLOYEE UNIFORM E 23/24 INVERTED PO FOR EMPLOYEE UNIFORM E 23/24 INVERTED PO FOR EMPLOYEE UNIFORM E 23/24 INVERTED PO FOR EMPLOYEE UNIFORM E 23/24 INVERTED PO FOR EMPLOYEE UNIFORM E 23/24 INVERTED PO FOR EMPLOYEE UNIFORM E 23/24 INVERTED PO FOR EMPLOYEE UNIFORM E 23/24 INVERTED PO FOR EMPLOYEE UNIFORM E 23/24 INVERTED PO FOR EMPLOYEE UNIFORM E 23/24 INVERTED PO - ITB 21/22-17 UNIFORM 23/24 INVERTED PO - ITB 21/22-17 UNIFORM 23/24 INVERTED PO - ITB 21/22-17 UNIFORM 23/24 INVERTED PO - ITB 21/22-17 UNIFORM 23/24 INVERTED PO - ITB 21/22-17 UNIFORM 23/24 INVERTED PO FOR EMPLOYEE UNIFORM E 23/24 INVERTED PO FOR EMPLOYEE UNIFORM E 23/24 INVERTED PO FOR EMPLOYEE UNIFORM E	1.57 27.50 30.91 134.41 134.41 1.57 27.50 30.91 26.54 26.54 26.54 26.54 1.57 27.50 <u>30.91</u>

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						554.92
07/03/2024	POOL	85665	4360	MERMAID MOLLY ENTERTAINMENT LLC	MOANA EVENT AT LIBRARY 7/30/24	250.00
07/03/2024	POOL	85666	0088	MESSENGER PRINTING SERVICE INC.	1000 CT VICTIM'S RIGHTS BUSINESS CARDS	147.00
07/03/2024	POOL	85667	4249	MICHAEL OAKES	BALLOON GUY FOR SOUNDS IN R-DISTRICT 7-1	150.00
07/03/2024	POOL	85668	2084	MICHIGAN ASSOCIATION OF PLANNING	ANNUAL MEMBERSHIP JULY 1, 2024 - JUNE 30	520.00
					ANNUAL MEMBERSHIP JULY 1, 2024 - JUNE 30	65.00
					ANNUAL MEMBERSHIP JULY 1, 2024 - JUNE 30	65.00
					MICHIGAN ASSOCIATION OF PLANNING	440.00
						1,090.00
07/03/2024	POOL	85669	0048	MICHIGAN CAT	23/24 BLANKET PO FOR MISC EQUIPMENT PURC	81.88
					23/24 BLANKET PO FOR MISC EQUIPMENT PURC	73.39
						155.27
07/03/2024	POOL	85670	3204	MICHIGAN LIBRARY ASSOCIATION	MEMBERSHIP RENEWAL THRU JUNE 30, 2025	1,008.00
07/03/2024	POOL	85671	0096	MICHIGAN MUNICIPAL LEAGUE	POLICY PREMIUM 7/1/24 - 7/1/25 5000050-2	37,177.00
07/03/2024	POOL	85672	1667	MICHIGAN TRUCK PARTS, INC	PARTS NEEDED TO REPAIR TRUCK #103	1,000.00
07/03/2024	POOL	85673	0427	MIDWEST TAPE	CUSTOMER # 2000005771 BOOKS	30.74
					CUSTOMER # 2000005771 BOOKS	67.98
					CUSTOMER # 2000005771 BOOKS	882.11
					CUSTOMER # 2000005771 BOOKS	44.99
						1,025.82
07/03/2024	POOL	85674	4107	MONEYGREEN LAWN SERVICE LLC	TEAR OUT AND DISPOSE OF LANDSCAPING AT S	2,500.00
					REMOVE/DISPOSE OF TREES AT STATION 4	1,200.00
						3,700.00
07/03/2024	POOL	85675	1211	MRWA	MRWA ASSOCIATE COMMUNITY RENEWAL DUES -	990.00
07/03/2024	POOL	85676	4253	NAT SPINZ	LIBRARY EVENT HULA HOOPS, SPINNING, DANC	250.00
07/03/2024	POOL	85677	4123	NEARMAP US INC.	SOLE SOURCE - NEARMAP IMAGERY 12-MONTH S	6,250.00
07/03/2024	POOL	85678	0442	NORTHSIDE TRUE VALUE HARDWARE	23/24 BLANKET PO FOR MISC BUILDING MAINT	40.49
					23/24 BLANKET PO FOR MISC BUILDING MAINT	48.55
					23/24 BLANKET PO FOR MISC BUILDING MAINT	46.94
						135.98
07/03/2024	POOL	85679	3041	NORTHSTAR MAT SERVICES, INC.	ACCOUNT # 1862-11121	68.15
07/03/2024	POOL	85680	3917	NYE UNIFORM CO	ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	73.86
					ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	282.90
					ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	265.99
					ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	175.00
					ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	109.50
					ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	826.00
						1,733.25
07/03/2024	POOL	85681	4316	OCCMED CONNECT	NEW HIRE DRUG SCREENS AND PHYSICALS	743.00
07/03/2024	POOL	85682	4198	ONE STOP COLLISION SHOP	REPAIR 2019 ECONOLINE CUTAWAY E-450 (INS	6,179.49
07/03/2024	POOL	85683	0736	ORCHARD, HILTZ & MCCLIMENT	GODDARD ROAD RECONSTRUCTION	953.75
					I-94 AND MERRIMAN ROAD BRANDING	1,017.50
					SMITH ROAD WATER MAIN REPLACEMENT	2,766.25
					NORTHLINE ROAD REHAB- CONSTRUCTION ENGIN	50,597.25
					QUICK & CLEAN TRUCK WASH THRU APR 6, 202	907.00
					UNITED RENTALS THRU MAY 24	672.00
					ENERGY TRANSFER PARTNERS APR 24	965.00
					WOODSPRING SUITES FEB 24	400.00
					AVIS BUDGET JUNE 24	1,382.00
					TESLA JUNE 24	1,004.00
					FIRST CLASS SELF STORAGE JUNE 24	952.00
						61,616.75

07/03/2024

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 06/18/2024 - 07/03/2024

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
07/03/2024	POOL	85684	0266	OSBORNE CONCRETE COMPANY INC.	23/24 BLANKET PO FOR MISC.CONCRETE PURCH	684.00
					23/24 BLANKET PO FOR MISC.CONCRETE PURCH	<u>141.00</u>
						825.00
07/03/2024	POOL	85685	1131	OUTDOOR EXPERTS, INC	MAY 2024 WEED CUTTING COR ITB 20/21-12	1,311.24
					MAY 2024 WEED CUTTING COR ITB 20/21-12	<u>9,436.88</u>
						10,748.12
07/03/2024	POOL	85686	0984	PARKWAY SERVICES, INC.	HISTORICAL PARK HC PORTAJOHNN 6/17/24-7/1	200.00
07/03/2024	POOL	85687	2291	PEGGY SLATER	APR - JUNE 2024 PRESCRIPTION REIMBURSEME	15.00
07/03/2024	POOL	85688	2960	PHOENIX SAFETY OUTFITTERS, LLC.	TURNOUT GEAR RENTAL 4/24-6/2	100.00
07/03/2024	POOL	85689	0006	PIOTR JEDRZEJOWSKI	UB REFUND FOR ACCOUNT: 003587	119.60
07/03/2024	POOL	85690	0716	PLANTE & MORAN, PLLC	CLIENT 42069, SERVICES RENDERED THRU JUN	1,050.00
07/03/2024	POOL	85691	3959	PRETTY FACE CLEANING SERVICES	11189 SHOOK RD CLEANING- FY23/24	150.00
					GROWTH WORKS CLEANING -REIMBURSED THROUG	100.00
					GROWTH WORKS CLEANING -REIMBURSED THROUG	<u>200.00</u>
						450.00
07/03/2024	POOL	85692	1576	PRINTING SYSTEMS, INC.	BLANKET PO - ELECTION SUPPLIES & MATERIA	188.45
07/03/2024	POOL	85693	4195	PRIORITY DISPATCH CORP.	SOLE SOURCE EMD SOFTWARE, LICENSE RENEWA	5,530.00
07/03/2024	POOL	85694	4312	PRO-LINE ASPHALT	ITB 23/24-04 NORTHLINE ROAD PAVEMENT REP	410,858.04
07/03/2024	POOL	85695	3867	QUADIENT INC	IX7 POSTAGE MACHINE INK & SEALER Solutio	237.50
07/03/2024	POOL	85696	4295	REMBRANT ENTERTAINMENT	SOUNDS IN R-DISTRICT FIFTY AMP FUSE 7-12	3,500.00
07/03/2024	POOL	85697	0688	REY-MART ASPHALTING CO.	ITB 20/21-16 ASPHALT REPAIR MULTIPLE LOC	3,496.20
					ITB 20/21-16 ASPHALT REPAIR MULTIPLE LOC	4,301.40
					ITB 20/21-16 ASPHALT REPAIR MULTIPLE LOC	3,143.10
					ITB 20/21-16 ASPHALT REPAIR MULTIPLE LOC	2,917.05
					ITB 20/21-16 ASPHALT REPAIR MULTIPLE LOC	4,588.48
					ELMER JOHNSON PARK ENTRANCE ASPHALT REPA	<u>7,369.92</u>
						25,816.15
07/03/2024	POOL	85698	0008	ROMULUS ATHLETIC CENTER	2023 / 2024 CITY EMPLOYEES MEMBERSHIP D	2,968.60
07/03/2024	POOL	85699	2785	ROMULUS, CITY OF	DPW PETTY CASH THROUGH 6/30/24	215.71
07/03/2024	POOL	85700	2305	ROSEMARY MAZZOLA	APR - JUNE 2024 PRESCRIPTION REIMBURSEME	10.00
07/03/2024	POOL	85701	0204	SERVICE ELECTRIC SUPPLY INC	23/24 BLANKET PO FOR - MISC. BUILDING RE	487.74
07/03/2024	POOL	85702	2307	SHARON WALKER	APR - JUN 2024 PRESCRIPTION REIMBURSEMEN	17.41
07/03/2024	POOL	85703	4040	STAPLES	OFFICE SUPPLIES FOR PLANNING DEPT.	86.82
					SENIOR CENTER OFFICE SUPPLIES	167.26
					PAPER, COPY CASE 8 1/2"X11" 20 LB	354.90
					PAPER, COPY CASE 8 1/2"X11" 20 LB	354.90
					PAPER, COPY CASE 8 1/2"X11" 20 LB	35.49
					PAPER, COPY CASE 8 1/2"X11" 20 LB	354.90
					PAPER, COPY CASE 8 1/2"X11" 20 LB	<u>(35.49)</u>
						1,318.78
07/03/2024	POOL	85704	1127	STATE OF MICHIGAN	HURON RIVER DRIVE PAVING	35,567.13
07/03/2024	POOL	85705	1801	STATE OF MICHIGAN-MDOT	BEVERLY ROAD PHASE I CONSTRUCTION	31,098.68
07/03/2024	POOL	85706	3015	STEVENSON'S CYCLE	PM MAINTENANCE ON 3 MOTORCYCLES	336.95
					PM MAINTENANCE ON 3 MOTORCYCLES	<u>336.60</u>
						673.55
07/03/2024	POOL	85707	4368	STONEWALL COLLISION	NEW DOOR JACKET AND PAINT FOR DON'S 15 F	2,288.13
07/03/2024	POOL	85708	3057	THE ACCUMED GROUP	JUNE 2024 EMS/FIRE SERVICES	4,603.08
07/03/2024	POOL	85709	1739	THE LIBRARY NETWORK	ACCOUNT # ROMS #22	1,404.14
07/03/2024	POOL	85710	4352	UNMANNED SAFETY INSTITUTE, INC	DRONE TRAINING- PART 107	6,933.34
07/03/2024	POOL	85711	2406	VANCE OUTDOORS, INC	MISC FIREARM ACCESSORIES	194.90
					MISC FIREARM ACCESSORIES	<u>1,919.90</u>
						2,114.80
07/03/2024	POOL	85712	4250	VCA ALLEN PARK #284	SICK KITTENS	126.22

07/03/2024

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 06/18/2024 - 07/03/2024

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
07/03/2024	POOL	85713	3722	VERSALIFT MIDWEST	LIFT TRUCK RECERTIFICATION	1,020.00
07/03/2024	POOL	85714	0106	WAYNE COUNTY	500373, JULY 2024 FIXED SEWAGE ROUGE VAL	36,127.33
07/03/2024	POOL	85715	0601	WEX BANK	INVERTED PO FY 23/24 ACCT 0462-00-398910	20,506.93
07/03/2024	POOL	85716	2656	WOLVERINE FREIGHTLINER	TRUCK #106 DIAGNOSIS	1,696.04
07/03/2024	POOL	85717	4297	XTREME COVER BANDS	THE SHAGADELICS BAND 8/9/24	1,600.00
07/03/2024	POOL	85718	4348	ZENNER USA, INC	HYDRANT METERS	2,217.30
07/03/2024	POOL	85719	3536	ZIEBART OF MICHIGAN - M122	DB-6 TINT REPLACEMENT - DETECTIVE KLINE	78.75
07/03/2024	POOL	85720	2945	ZONES, LLC	BLANKET PO FY 23/24 TECH SERVICES ZONES	330.00
					BLANKET PO FY 23/24 TECH SERVICES ZONES	1,454.00
					BLANKET PO FY 23/24 TECH SERVICES ZONES	426.00
					BLANKET PO FY 23/24 TECH SERVICES ZONES	<u>345.00</u>
						2,555.00
07/03/2024	POOL	85721	2945	ZONES, LLC	3-YEAR SWITCH LICENSE FOR MERAKI MS350-4	<u>750.00</u>
POOL TOTALS:						
Total of 148 Checks:						2,069,052.09
Less 0 Void Checks:						<u>0.00</u>
Total of 148 Disbursements:						2,069,052.09

WEX/Speedway City Fleet Gas Distribution by Function month ending 06/31/2024

Department	Transactions	Total Amount	Total Fuel L	Rebate	Total Invoice
ANIMAL CONTROL	1	52.42	65.01		
Building Dept	13	488.52	595.12		
CITY HALL	8	394.58	482.78		
DPW	139	6684.97	8136.25		
FIRE	66	4425.59	5339.03		
Mayor's Office	2	92.88	110.52		
ORDINANCE	4	167.61	205.21		
POLICE	301	8011.71	9726.16		
Recreation	1	78.55	97		
SENIORS	10	564.53	696.23		
	545	20961.36	25453.31	454.43	<u>\$20,506.93</u>

City Hall includes employees without a defined department.

6 transactions by Kevin Krause, 1 by Gary Harris, & 1 by Jerry Frayer.



City of Romulus

Communication

Council Meeting Held:
Item No. 12

July 8, 2024

Councilperson Abdo: _____

Councilperson Barden: _____

Councilperson Roscoe: _____

Councilperson Talley: _____

Councilperson Wadsworth: _____

Councilperson Williams: _____

Councilperson Wilson: _____



City of Romulus

Adjournment

Council Meeting Held:

July 8, 2024

Item No. 13

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Seconded by: Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Ayes: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Nays: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Abstain: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED