



**CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
July 22, 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, July 8, 2024, at 7:30 p.m.
- B. Approval of the Minutes from the Special Meeting - Study Session held on Monday, July 8, 2024, at 6:45 p.m. to discuss the Quarterly Investment Report.

3. Petitioner

- A. **Petitioner:** Tanya Cofield & Jason Malloy **Petition:** Road Closure Request - Romulus Community Baptist Church
To authorize a no-fee permit for the road closure of Boise Walkway and Colorado Street from Fourth Street to the church property line for the Romulus Community Baptist Church (6200 Fourth Street) Annual Picnic on August 31, 2024, from 11:00 a.m. to 4:00 p.m.
- B. SLU-2024-005/SPR-2023-037; Tesla Supercharger EV Charging Station (9400 Beverly J McAnally Drive)

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. 2024 Pumpkin Festival Activities/Fees
- B. No Fee Permit for Elmer Johnson's Park/Class of 2024 Class Reunion Picnic
- C. Wayne County Park Improvement Grant Award - Elmer Johnson, St. John's Lodge and Oakbrook Park
- D. Annual Community Resolution Accepting Long-Term Maintenance of Storm Water Management System
- E. Opioid Settlement
- F. Animal Shelter Intergovernmental Agreements - Van Buren Township and Garden City
- G. Sole Source Purchase - RPD PSAP V-Viper 911 Equipment & Software Upgrade
- H. Sole Source Purchase - Membership Approval Transportation Improvement Software
- I. Sole Source Purchase of five (5) Security Carts from PrintElect for Elections
- J. Piggyback MiDeal Contract - Dell 24 Electronic Pollbooks
- K. Aerotropolis Interlocal Agreement
- L. Introduction of Budget Amendment 24/25-2

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

- A. Certification of Proposed Special Assessment Roll - Merriman, Wickham, Wick, Smith & Vining Roads Enhancement District.

B. FOR YOUR INFORMATION: MML Annual Meeting Notice

- 7. Treasurer's Report – Stacy Paige, Treasurer**
- 8. Public Comment** - Citizens are to limit their comments to three (3) minutes. All citizens wishing to speak will be heard.
- 9. Unfinished Business**
- 10. New Business**
- 11. Warrant**
 - A.** Approval of Warrant #: 24-14 for checks presented in the amount of \$1,431,735.73
 - B.** Approval of Warrant #: 24-14A for checks presented in the amount of \$10,550.00
- 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 22, 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 22, 2024**

Item No. A.

General Description: Approval of Minutes from the Regular Meeting held on Monday, July 8, 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

July 8, 2024

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

Pledge of Allegiance

Roll Call

Councilwoman Virginia Williams, Chair Pro Tem, called the meeting to order at 7:30 p.m.

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

Absent / Excused: John Barden

Administrative Officials in Attendance:

Robert McCraight, Mayor

Ellen L. Craig-Bragg, Clerk

Stacy Paige, Treasurer

Administrative Staff in Attendance:

D'Sjonaun Hockenhull - Deputy Clerk; Julie Wojtylko - Chief of Staff; Kevin Krause - Director of Community Development & Safety; Stephen Dudek - Technology Services Director; Mike Laskaska - Director of Communications & Community Service

1. Agenda

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

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

Nays - None

Motion Carried Unanimously

2. Minutes

- A. **Res. #24-190** Moved by **William Wadsworth**, seconded by **Kathy Abdo** to approve the Minutes from the Regular Meeting held on Monday, June 24, 2024, at 7:30 p.m.

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

Nays - None

Motion Carried Unanimously

- B. **Res. #24-191** Moved by **William Wadsworth**, seconded by **Kathy Abdo** to approve 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.

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

Nays - None

Motion Carried Unanimously

3. Petitioner - None

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

Res. #24-192 Moved by **Celeste Roscoe**, seconded by **William Wadsworth** to adopt a memorial resolution for the family of Jessie Marie Kinnard.

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

Nays - None

Motion Carried Unanimously

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

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

Nays - None

Motion Carried Unanimously

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

- A. **Res. #24-193** Moved by **Celeste Roscoe**, seconded by **Allen Wilson** 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.

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

Nays - None

Motion Carried Unanimously

- B. **Res. #24-194** Moved by **William Wadsworth**, seconded by **Celeste Roscoe** to concur with the Administration and approve the 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.

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

Nays - None

Motion Carried Unanimously

- C. **Res. #24-195** Moved by **Celeste Roscoe**, seconded by **Kathy Abdo** to concur with the Administration and consent to piggyback on the Omnia Partners Contract 01-152 for the purchase of eight (8) Cisco Meraki Network Switches and fifteen (15) 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.

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

Nays - None

Motion Carried Unanimously

- D. **Res. #24-196** Moved by **Celeste Roscoe**, seconded by **Kathy Abdo** 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.

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

Nays - None

Motion Carried Unanimously

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

- A. **Res. #24-197** Moved by **William Wadsworth**, seconded by **Celeste Roscoe** to approve the Second Reading & Final Adoption of Budget Amendment 23/24-20 in the amount of \$6,000.00 to amend the FY24 Budget to account for cellular/mobile services related to Digital Ally overages.

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

Nays - None

Motion Carried Unanimously

- B. Res. #24-198** Moved by **Celeste Roscoe**, seconded by **Kathy Abdo** to approve the Second Reading & Final Adoption of Budget Amendment 23/24-21 in the amount of \$540,639.00 to record additional projected revenues and expenses for the Romulus Athletic Center as of May 31, 2024, for the 23/24 FY budget.

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

Nays - None

Motion Carried Unanimously

- C. Res. #24-199** Moved by **Celeste Roscoe**, seconded by **Kathy Abdo** to adopt a resolution determining the need for 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.

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

Nays - None

Motion Carried Unanimously

Res. #24-200 Moved by **Celeste Roscoe**, seconded by **Kathy Abdo** to schedule a Special Meeting - Public Hearing for Monday, August 26, 2024, at 6:45 p.m. to discuss and hear any objections to the proposed improvements.

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

Nays - None

Motion Carried Unanimously

7. Treasurer's Report – Stacy Paige, Treasurer

- A. Res. #24-201** Moved by **Celeste Roscoe**, seconded by **Kathy Abdo** to adopt the Updated Depository Resolution per Section 6.14 of the Romulus City Charter as requested by Treasurer Stacy Paige.

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

Nays - None

Motion Carried Unanimously

8. Public Comment

A resident addressed the City Council regarding checks issued in the warrant report.

A resident addressed the City Council regarding commercial parking on her street.

Moved by **Allen Wilson**, seconded by **Virginia Williams** to have Traffic Control Signs of No Parking on Dexter St.

Motion was withdrawn by Councilman Wilson

Res. #24-202 Moved by **Celeste Roscoe**, seconded by **Allen Wilson** to install temporary no parking signs on the East side of Dexter for the maximum allowable time without a traffic control order study.

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

Nays - None

Motion Carried Unanimously

A resident addressed the City Council regarding a parking ticket she received.

A resident addressed the City Council regarding the city's parking ordinance.

A resident addressed the City Council to request a memorial resolution for a former reporter of the Romulus Roman.

Res. #24-203 Moved by Kathy Abdo, seconded by **William Wadsworth** to adopt a memorial resolution for the family of Tom Mooradian

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

Nays - None

Motion Carried Unanimously

9. Unfinished Business

Councilman Wadsworth requested an update on the repair of railroad tracks throughout the City.

Councilman Wilson requested an update on the status of roads within the Gateway Subdivision.

10. New Business - None

11. Warrant

- A. Res. # 24-204** Moved by **Kathy Abdo**, seconded by **Tina Talley** for Approval of Warrant #: 24-13 for checks presented in the amended amount of \$2,058,502.09. (Minus check #85580 in the amount of \$550 and check #85581 in the amount of \$10,000.00)

Roll Call Vote:

Ayes - Abdo, Roscoe, Talley, Wadsworth, Williams, Wilson

Nays - None

Motion Carried Unanimously

12. Communication

Councilwoman Talley commented on upcoming events.

Councilwoman Williams reminded residents of the Forgotten Harvest Program.

Councilman Wilson requested the salaries of the Mayor, Clerk, Treasurer, and all department heads.

13. Adjournment

Moved by **William Wadsworth**, seconded by **Celeste Roscoe** to adjourn the meeting at 9:16 p.m.

Roll Call Vote: Ayes - Abdo, 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 July 8, 2024



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



City of Romulus

Minutes

Council Meeting Held: **July 22, 2024**

Item No. B.

General Description: Approval of the Minutes from the Special Meeting - Study Session held on Monday, July 8, 2024, at 6:45 p.m. to discuss the Quarterly Investment 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



**MINUTES OF THE ROMULUS CITY COUNCIL SPECIAL MEETING – STUDY SESSION
July 8, 2024**

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

1. Roll Call

Councilwoman Virginia Williams, Chair Pro Tem, called the meeting to order at 6:50 p.m.

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

Absent / Excused: John Barden

Administrative Officials in Attendance:

Robert McCraight, Mayor

Ellen L. Craig-Bragg, Clerk

Stacy Paige, Treasurer

Administrative Staff in Attendance:

D'Sjonaun Hockenhuill - Deputy Clerk; Julie Wojtylko - Chief of Staff; Steve Dudek - Technology Services Director; Kevin Krause - Director of Community Development & Safety

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

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

Nays - None

Motion Carried Unanimously

3. Discussion: Quarterly Investment Report

Treasurer Paige introduced Grey Lepley, who took over as Managing Director of PFM Asset Management LLC after the retirement of Brian Quinn.

Ms. Lepley reviewed the Labor Market Update that included year-over-year changes in the Consumer Price Index, the U.S. GDP, the Implied Fed. Fund Rate, updated Dot Plot, U.S. Treasury Yield Curve, Fixed-Income Index Total Returns for 1st Quarter of 2024, and the Fixed Income Sector Outlook for 2nd Quarter of 2024. She spoke about the Portfolio Review including Bank Deposits & Investment Securities Maturity Distribution, Portfolio Composition, and Credit Quality Distribution. Finally, Ms. Lepley concluded with the Portfolio Snapshot, Portfolio Summary, Portfolio Activity, Portfolio Performance, and Accrual Basis Earnings.

4. Public Comment – None

- 5. Moved by William Wadsworth, seconded by Kathy Abdo to adjourn the Special Meeting - Study Session at 7:17 p.m.**

Roll Call Vote: Ayes - Abdo, 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 July 8, 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 22, 2024**

Item No. **A.**

General Description: **Petitioner:** Tanya Cofield & Jason Malloy **Petition:** Road Closure Request - Romulus Community Baptist Church

To authorize a no-fee permit for the road closure of Boise Walkway and Colorado Street from Fourth Street to the church property line for the Romulus Community Baptist Church (6200 Fourth Street) Annual Picnic on August 31, 2024, from 11:00 a.m. to 4:00 p.m.

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, City Clerk

Cc: D'Sjonaun Hockenhull, Deputy City Clerk

Date: July 19, 2024

Re: No-Fee Permit – Romulus Community Baptist Church Annual Picnic

On July 10, 2024, the Clerk's Office received a request for a no-fee permit – road closure request by petitioner Tanya Cofield & Jason Malloy, for the Romulus Community Baptist Church Annual Picnic.

The petition was forwarded to the Police/Ordinance, Public Works, and Fire Departments for their input and/or objections.

The above departments raised no objections.

The recommendation is to authorize a no-fee permit for the road closure of Boise Walkway and Colorado Street from Fourth Street to the church property line for the Romulus Community Baptist Church (6200 Fourth Street) Annual Picnic on August 31, 2024, from 11:00 a.m. to 4:00 p.m.

CITY COUNCIL AGENDA REQUEST FORM

Today's Date: 7/10/24

Proposed Agenda Date: 7/22/24

Name of person(s) proposing item: Tanya M. Lofield / Jason Malloy
Please Print

Title: members Romulus Community Baptist Church

Name of Business / Organization (if applicable) Romulus Community Baptist Church

Address: 6200 Fourth Street

Contact Number: 734 635 6995 Email Address: tllofield1963@gmail.com

Item request is for:

☐ Information Only ☒ Action Item ☐ Discussion/Action ☐ Report ☐ Other

Brief description /summary of the agenda item (as you would like it to appear on the agenda):

No Fee Permit - Community Picnic - Road closures
August 31, 2024

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

Does the subject concern a City Ordinance? If so, please include the Ordinance name or number. no

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

Desired Outcome: granted No Fee Permit & Road Closures

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

Tanya M. Lofield
Signature of person submitting agenda item

7/10/24
Date

cc: Mayor
Mayor Pro Tem
Chief of Staff



SPECIAL EVENT APPLICATION

TEMPORARY USE PERMIT REQUIRED BY CITY CODE OF ORDINANCE
PLEASE CONTACT CLERK'S OFFICE FOR CHARGES PERTAINING TO YOUR EVENT

Please include the following with this application:

- ✓ Copy of State of Michigan License or Permit (If applicable)
- ✓ Copy of Driver's Licenses

RECEIVED
2024 JUL 10 2:42
CITY OF ROMULUS
CLERK'S OFFICE

Name of Business:

Corporation /Other Name: Romulus Community Baptist Church

Business Address: 6200 Fourth Street

Suite:

Business Phone: 734 635 6995

Business Fax:

Business E-mail: tcofield1963@gmail

Business Website: RCBCme@

Are you required to have a State of Michigan License or Permit for this type of business? YES ☒ NO If yes, please describe:

Type of Permit/license: _____

Permit/Lic #: _____ Date Issued _____ Date Expires _____

I (We) Tanya M. Cofield am the OWNER/AGENT of said business making application for this Business Registration Certificate and/or am otherwise an authorized representative of said business. I (We) authorize the verification of the information provided on this application. I (We) am a citizen of the United States of America and otherwise authorized to do business under the laws of the state of Michigan and the United States of America. I (We) depose and state that all of the information provided in the foregoing application is true to the best of my knowledge, information, and belief.

1. Signature of applicant:

Tanya M. Cofield

Date: 7/10/24

2. Signature of applicant:

Date:

NOTARY ACKNOWLEDGEMENT

STATE OF: Michigan

COUNTY OF: Wayne

On this 10th day of July 2024 before me personally appeared Tanya Cofield who being duly sworn, deposes and says that the statements and answers contained therein are true.

1-14-28
My Commission Expires

Seal
Notary Public, Wayne County, Michigan

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

MEMORANDUM

TO: Mayor Robert McCraight/Colleen Dumas/Ellen Bragg
FROM: Tanya Cofield, Member, Romulus Community Baptist Church
SUBJECT: No fee permit for Romulus Community Baptist Church Annual Church Picnic
DATE: JULY 9, 2024,
ANNUAL COMMUNITY WIDE PICNIC, August 31, 2024

The Romulus Community Baptist Church would like to request road closures for our Annual Church Picnic (Community Wide), on Saturday, August 31, 2024, from 11:00 to 4:00pm. We will be utilizing our parking lot, Boise Pathway and the street crossing on Colorado Street from Fourth Street to the end of our property. We would like the DPW Department to assist us with 4 sets of barricades and 4 to 5 garbage cans if possible.

Should you concur, I respectfully request you forward this document to City Council for approval on July 22, 2024.

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

Sincerely,

Pastor Hiram McBurrows/Tanya M. Cofield
Romulus Community Baptist Church
6200 Fourth Street
Romulus, MI 48174

INSTRUCTIONS FOR PUBLIC AGENDA REQUEST FORMS

The City of Romulus Council meets on the first, second and fourth Mondays of each month at 7:30pm in the City Council Chambers in City Hall. All meetings are open to the public. The yearly schedule of meetings for the City Council may be found on the City website.

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.

Members of the public desiring to present matters to the council on the public agenda must submit a request in writing to the office of the City Clerk by the Wednesday, prior to the City Council meeting, no later than 12:00 noon. This can be done in person, regular mail, fax or email. The request forms are located in the Clerk's Office and on the City's website at www.romulusgov.com under "City Council".

If the request is received by mail, fax or e-mail, the City Clerk will confirm with the individual that the request was received and notify them of the date of the Council meeting, in which they will be on the agenda.

The Council meeting agenda is posted on the public bulletin board at City Hall and on the City's website, the Friday before each scheduled meeting.

The request should state the name of the individual(s) desiring to be heard and the matter to be presented. Item requests may be referred at the discretion of the Administration, to appropriate staff for mediation prior to being placed on the agenda.

If presenting any handouts or documents pertaining to the topic, please plan to provide at least 12 copies with this form. If using other forms of media (PowerPoint Presentation, DVD, CD and or Flash Drive), the final version must be submitted to the Clerk's office, before the council meeting. Electronic documents can be emailed to Clerk@romulusgov.com. (File types allowed: PDF, JPG, DOC, DOCX, and RTF).

According to City Council policy, it is mandatory that the petitioner be present to be heard by Council.

Matters pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided on the back of the Council meeting agenda will be observed.



City of Romulus

Petitioner

Council Meeting Held: **July 22, 2024**

Item No. B.

General Description: SLU-2024-005/SPR-2023-037; Tesla Supercharger EV Charging Station (9400 Beverly J McAnally Drive)

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

PLANNING DEPARTMENT MEMORANDUM

DATE: July 16, 2024, 2024

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

FROM: Carol Maise, City Planner

SUBJECT: Petitioner Request:
SLU-2024-005; **TESLA Supercharger EV Charging Station**
*Special Land Use approval for **Tesla** to allow a supercharger EV (electric vehicle)
charging station facility with 44 charging stalls located at 9100 Beverly J. McAnally
Drive in the Romulus Trade Center Condominium.*

At a meeting held June 17, 2024 the Planning Commission considered a Special Land Use request for a Tesla Supercharger EV Charging Station facility. After holding a public hearing and discussion, the Planning Commission recommended **approval** of the Special Land Use request to the Romulus City Council. Please find the attached: Planning Department Summary Report to the City Council; Planning Commission approved minutes; Tesla Special Land Use application and site plan; and Tesla Presentation for City Council consideration at their **July 22, 2024** meeting.

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



Planning Commission Summary Report to the City Council
Special Land Use Request for
TESLA Supercharger EV Charging Station
9100 Beverly J. McAnally Drive
Issued by the City of Romulus Planning Department
12600 Wayne Road, Romulus MI 48174 Phone: (734) 955-4530 www.romulusgov.com

DATE: July 16, 2024

SUBJECT: **SLU-2024-005; TESLA Supercharger EV Charging Station** requesting special land use approval for a supercharger EV (electric vehicle) charging station facility with 44 charging stalls

ACTION REQUESTED: Special Land Use approval for a long-term parking facility

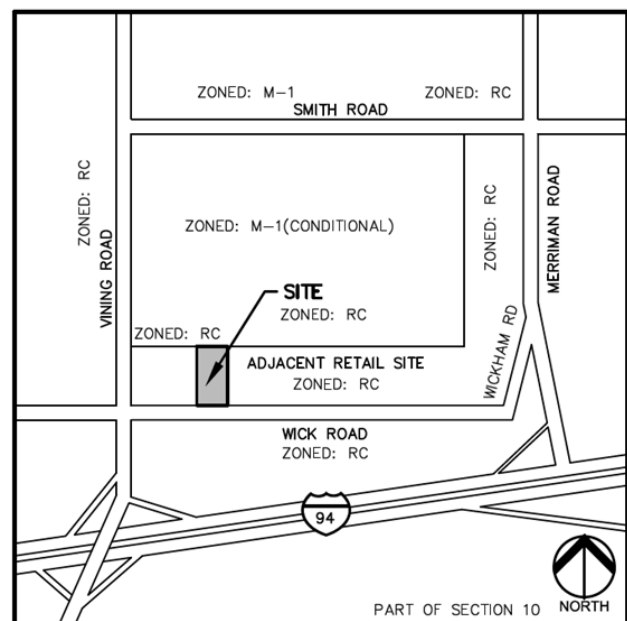
APPLICANT: Tess Sanchez , Mike Henderson, Tesla; Rachel Smith, PEA Group

LOCATION: 9100 Beverly J. McAnally Drive

ZONING: RC, Regional Center

SITE INFORMATION

The 2.0-acre site is located on the north side of Wick Road, east of Vining Road in the Romulus Trade Center Condominium. The Sheetz fueling station is under construction to the east while the property to the north contains three warehouse distribution buildings that are part of Phase 1 of Northpoint's Romulus Trade Center development. Property to the east is vacant however site plans for two extended stay hotels have been submitted and are currently under review. The property along the north and south Wick Road frontages is zoned RC, Regional Center and to the north is conditional M-1, Light Industrial. The Master Plan of Land Use designates the subject site and surrounding area for Regional Business.



LOCATION MAP
NO SCALE

PROJECT DESCRIPTION

The electric vehicle (EV) Tesla Supercharging facility will be a Level 3 DC fast-charging station, open to the public 24 hours, 7 days a week. The EV charging site will be provide charging to all EV's as the Tesla network was opened to other vehicles this year. The facility will include 32 EV charging stalls in Phase I with 12 additional vehicle charging stalls, 4 pull-through pickup truck charging stalls, and 2 parking spaces in Phase II.

SIMILAR USE DETERMINATION

EV (electric vehicle) charging stations as a principal use are not specifically cited in the Zoning Ordinance and therefore in accordance with *Section 12.01, Uses Permitted*, a similar use determination must be made. While the operations of the proposed Tesla Supercharger EV charging station are similar to a vehicle fueling station, the land development (parking lot) is most similar to a long-term parking facility.

Note that many of the specific special land use conditions for both vehicle fueling stations and long-term parking are not applicable to EV charging stations and therefore future amendments to the Zoning Ordinance will be forthcoming for Planning Commission and City Council review and approval. In the meantime, staff, with the assistance with the City's planning consultants and confirmation by the Planning Commission, has determined that the proposed Tesla Supercharger EV charging station is found to be most similar to a long-term parking facility with the caveat that several of the specific standards are not applicable and will need to be waived by the Planning Commission as part of the special land use review. Note also that a condition of any special land use for a long-term parking facility must be as described and presented as a Tesla Supercharging station only. Any other uses would require an amendment to the special land use.

SPECIAL LAND USE REVIEW PROCESS

- Planning Commission reviews the special land use application and site plan along with recommendations from City staff and consultants.
- Planning Commission holds a public hearing on the special land use request and makes a recommendation to the City Council on the special land use along with any conditions deemed necessary.
- The minutes of the hearing along with all associated communications supporting the findings of fact that support the recommendation are forward to the City Council for their review.

- The City Council shall review the application and upon a finding that the application meets the General Standards of *Section 18.05* and Specific Standards of *Section 14.05* approve, approve with conditions, or deny the application.

PLANNING COMMISSION FINDINGS

Special Land Use approval for a long-term parking facility, specifically a Tesla Supercharger EV Charging Station was considered by the Planning Commission after a public hearing on June 17, 2024. There were no public comments. After discussion, the Planning Commission made the following findings based on the **General Standards** of *Section 18.05* as follows:

- *Consistent with the Master Plan:* The Master Plan's Future Land Use map calls for the subject property and all surrounding property as "Regional Business." The subject property is in conformance with the City's Master Plan and Future Land Use map. In addition to the map, the text of the Master Plan describes the "Regional Business" designation as "commercial operations that are regional destinations and are often linked with the market created by the airport. Uses in this area include hotels, restaurants, conference centers, entertainment uses, car rental, and long-term parking facilities...." The proposed Tesla Supercharging facility would certainly seem to meet the intent of this part of the Master Plan in that it will be regional in nature with people with EV's seeking out this location and utilizing nearby commercial facilities while their car charges.
- *Consistent with Zoning Ordinance Intent:* : The RC, Regional Center District is intended to promote large scale commercial and office developments which can take advantage of the potential trade of passengers, visitors, and employees at the Metro Airport. The use of the subject site for an EV charging facility would seem to fit into this purpose. While not a large-scale commercial development, this use will certainly take advantage of "the potential trade of passengers, visitors and employees at Metro Airport." We believe this use will draw those with EV's and will help create a little synergy to this part of the City.
- *Compatibility with adjacent uses:* The subject use will be a low intensity use with no substantial structures and little (almost no) offsite impacts. We believe the use as planned will be compatible and complimentary with adjacent uses. In some respects, the use will function in a similar fashion to a gasoline filling station, however there are no accessory uses planned, only the refueling of vehicles. As noted in the applicant's Use Statement letter "Tesla anticipates customers will use Sheetz as the primary amenity for food, beverage, and restroom use. Tesla has an existing relationship with Sheetz and partners with them for other EV charging sites in the region. Pedestrian access and traffic have been planned and coordinated with Sheetz for the Romulus site."

- *Traffic Impacts:* We note that the applicant is proposing a waiver of the required traffic impact study that is required for long-term parking facilities. While a full traffic study may not be needed in this case, we would expect that at least some traffic impact and/or traffic generation information would be provided. EV charging is a relatively new use, but we assume that Tesla's experience in these facilities should help to shed some light on what the City can expect in the way of overall traffic. The applicant does note that "only passenger vehicles and pickup trucks with small trailers will be able to utilize this site."
- *Impacts to Adjacent Uses:* As noted above, impacts to adjacent uses will be minimal and in fact should be complimentary to the proposed Sheetz fueling and convenience store directly to the west.
- *Environmental Impact:* The subject site is a vacant cleared parcel with no significant natural features to be impacted by the development. The use itself as noted above is a low intensive use with very few if any negative environmental impacts.
- *Adequacy of Public Services:* The site will have no staffed structures. As noted, the subject EV facility plans to utilize the adjacent Sheetz facility to the west for convenience as well as bathrooms. Other facilities including stormwater detention will be reviewed by the City Engineer. It would be our anticipation that public services are adequate for this use.

The **Specific Standards** for Long-term Parking in accordance with *Section 14.05(b)* have been satisfied as follows:

- (1) *Long-term Parking is permitted only in the RC, MT, and AP Districts as a special land use.* The subject site is zoned RC – Regional Center and *long-term parking facilities must obtain a Class I Parking License from the City Council.* The applicant is requesting and the Planning Commission approved a waiver from this requirement since this license is for airport parking and the associated State of Michigan tax and therefore not applicable.
- 2) *Any application for a new Long-term Parking Facility must be accompanied by a market study.* The applicant received a waiver from this condition from the Planning Commission based on the nature of the property use.
- 3) *Long-term parking facilities, in excess of 50 parking spaces, must be entirely contained within a parking structure.* The proposed facility will not exceed 50 spaces (50 spaces are proposed).

- 4) *All Long-term Parking Facilities must have access to an arterial roadway that has a right-of-way width of at least 120 feet. The Wick Road right-of-way is 120'.*
- 5) *All structures shall be located at least 400 feet from the right-of-way. The applicant received a waiver from this condition from the Planning Commission based on the nature of the property use.*
- 6) *The frontage on the arterial roadway shall be capable of development for uses permitted in the district in which the proposed facility is located. The applicant received a waiver from this condition from the Planning Commission since it is not applicable to this development.*
- 7) *The access drive to the site shall be at least three (3) traffic lanes wide with a minimum of two (2) incoming lanes. A waiver from this condition from the Planning Commission was granted since it is not applicable to this development.*
- 8) *Traffic impact study. A waiver to the traffic impact study has been requested. OHM, the City Engineer, has indicated that a TIS will not be required however anticipated trips must be addressed in the use statement.*
- 9) *Compatibility with proposed land uses, possible impacts, and Master Plan. Addressed under General Standards.*
- 10) *The entrance to the parking area shall be landscaped along both sides of the entrance road. A greenbelt C meeting the requirements of Section 13.02 shall be provided around the entire perimeter of the parking area. The applicant received a waiver from this condition from the Planning Commission based on the location of the proposed long-term parking facility.*
- 11) *Overnight or long-term parking is prohibited for commercial vehicles such as delivery vans or trucks, truck tractors, over-the-road hauling trucks, semi-trucks, trailers or construction equipment, or similar vehicles, and recreational vehicles such as motor homes, travel trailers and similar vehicles. The site plan and application notes indicate that only automobiles and pick-up trucks with trailers will utilize the site.*
- 12) *Long-term parking facilities may be prohibited at highly visible locations that may have a negative influence on the character and appearance of the surrounding area. Added screening requirements may be imposed to reduce the visibility of parking facilities. Due to the existing and proposed uses in the vicinity of the subject location we do not believe this location would have a negative influence on the character and appearance of the surrounding area.*

- 13) Existing long-term facilities ...This criteria is not applicable.
- 14) A long-term parking facility may not be expanded to cover a larger land area unless all of the requirements of this section are met. This section is not applicable.
- 15) All long-term parking facilities shall provide security including fencing and lighting of the site and security guards approved by the Planning Commission, adequate security camera systems with storage of the security video for thirty (30) days as approved by the Police Department and other conditions necessary to protect the health, safety, welfare of the inhabitants of the City. A waiver from this request was approved by the Planning Commission since the operation of the charging station facility will be coordinated with the Sheetz facility next door, providing pedestrian access for convenience retail items as well as restroom facilities,

PLANNING COMMISSION ACTION ON SPECIAL LAND USE

Based on the findings above, the Planning Commission made the following motion:

MOTION by Crova, support by Gbogboade, that the Planning Commission recommends to City Council approval of the Special Land Use request for SLU-2024-005, Tesla Supercharger EV Charging Facility, subject to the following;

1. *Waivers from Section 14.05(b) Long-term parking facilities: (1) Class I parking license; (2) market study; (5) 400' from right-of-way; (6) associated development; (7) 3 lanes of traffic; (8) traffic impact study; (10) Greenbelt C around perimeter of parking area (north side); and (15) security including fencing and security guards.*
2. *The only uses allowed are as presented and described by the applicant and as depicted in the site plan; the principal use being an EV charging station facility. Any other uses would require an amendment to the special land use.*
3. *Site plan approval subject to a revised site plan addressing all outstanding comments as noted by the Planning Commission and other agencies and departments.*

Roll call vote: Ayes – Crova, Gbogboade, Roscoe, Glotfelty, and Freitag. Nays – None. Motion passed 5-0.

PLANNING COMMISSION ACTION ON SITE PLAN

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

MOTION by Crova, support by Glotfelty, that based on the findings in the ARC (Administrative Review Committee) reports, the Planning Commission approves the Site Plan for SPR-2023-037; Tesla Supercharger EV Charging Facility, subject to the following:

1. *The only uses allowed are as depicted in the site plan; the principal use being an EV charging station facility.*
2. *Waivers from the following:*
 - a. *Section 14.05(b) Long-term parking facilities, (1), (2), (5), (6), (7), (8), (10), and (15);*
 - b. *Section 13.02: Landscaping Requirements,*
 - *(c) greenbelt along Beverly J. McAnally;*
 - *(h)(1)a. Interior parking lot trees and*
 - *(m)(3) Irrigation.*
3. *A revised site plan being submitted for administrative review of all outstanding items of the Planning Commission and other agencies and departments.*
4. *Ground maintenance and security plan be described on the plans.*

Roll call vote: Ayes – Crova, Glotfelty, Roscoe, Gbogboade, and Freitag. Nays – None. Motion passed 5-0.

The revised site plan is currently under administrative review.

SUMMARY AND RECOMMENDATION

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

*To concur with the recommendation of the Planning Commission and **approve** SLU-2024-005; for Tesla Supercharger EV Charging Station located at 9100 Beverly J. McAnally Drive subject to the only uses allowed are as depicted in the site plan and administrative approval of the site plan.*



Carol Maise, City Planner

5. **Additional landscaping may be required if overhead doors and docks are visible once the building is constructed; and**
6. **All other items noted by other agencies and departments to be addressed during engineering and construction review.**

Roll call vote: Ayes – Crova, Glotfelty, Roscoe, Gbogboade, and Freitag. Nays – None. Motion passed 5-0.

6. Public Hearings

A. SLU-2024-005/SPR-2023-037; TESLA Supercharger EV Charging Station Facility

Applicant: Tessa Sanchez, Tesla; Mike Henderson, Tesla; Rachel Smith, PEA Group

Request: Special Land Use and Site Plan Approval

Location: 9100 Beverly J. McAnally Drive (DP#80-039-01-0005-000)

Project: Supercharger EV (electric vehicle) charging station facility with 44 charging stalls

(Action Required: Recommendation to City Council to approve, approve with conditions, deny or postpone/refer back to applicant action on the special land use; and approve, approve with conditions, deny site plan, or postpone action on the site plan).

Members of the development team present this evening included:

John Sweeney, NorthPoint

Rachel Smith, PEA

Kyle Miller, PEA

Mr. Sweeney introduced this request for special land use and site plan approval for the 2.0-acre site located on the north side of Wick Road, east of Vining Road, in the Romulus Trade Center Condominium. The Sheetz fueling station is under construction to the east, and is targeted for a September opening.

Mr. Sweeney explained that NorthPoint was excited to bring this Tesla project forward. Sheetz coupled with Tesla combined two powerful national brands that will help NorthPoint attract additional retail investment. Sheetz and Tesla are a great start for the long-term health of the corridor. This location will serve all electric vehicles with Level 3 DC fast-charging stations, open to the public 24 hours, 7 days a week.

Ms. Smith made the following points:

- The facility will include 32 EV charging stalls in Phase 1 with 16 additional stalls in Phase II, as well as providing two regular parking spaces. A small maintenance shed will hold maintenance equipment and the water meter.
- There will be solar canopies over the charging stations to shield the customers as well as provide additional solar power to the charging stations.
- Per staff, the closest similar use determination is long-term parking, with several provisions in that ordinance that do not apply to this development, and the applicant is asking for appropriate waivers.

- Tesla has an agreement with Sheetz that anyone that comes to the facility to charge their vehicle can go over to Sheetz for restroom use, and to get food and drinks. Pedestrian access is being provided.
- Tesla will monitor the site remotely via security cameras and remote access, so that they will be able to see if a station stops working or if people are parking but not charging. Customers will be charged idling fees if they are sitting in their cars longer than they should be, after receiving their full charge.
- With EV cars there are no emissions, thereby improving air quality. The location between Detroit and Ann Arbor, close to the airport, makes this a perfect location to offer public EV stations. The facility will be open to all.

Director of Community Safety and Development Krause addressed the economic vitality of this project, which will have a significant impact across a number of different spectrums, providing a synergy of use between Sheetz and Tesla charging, and positively impacting the industrial and hotel district in the area. The City has been working with Retail Strategies, to bring retail to the area, and EV charging is also high on the list of desired amenities for retail uses. Many vendors for ride share use leased Hertz Tesla vehicles, and this use will be of direct benefit to them. Additionally, the use follows the State and MDOT's overall EV plan, corresponding to the dedicated EV lane testing that is being installed along I-94, connecting Detroit with Ann Arbor.

Noting that there was an affidavit of first class mail on file, Chair Freitag opened the public hearing. Seeing that no public indicated they wished to speak, Chair Freitag closed the public hearing and brought the matter back to the Commission for discussion and/or a motion.

Commission discussion focused on the following:

- **Trash removal and site maintenance.** Commissioner Glotfelty had experience with the cell phone lots at the airport. These lots require maintenance 3-4 times daily, due to the amount of garbage that comes out of people's cars. During the holidays, even more maintenance is required.

Ms. Smith said that Tesla intends to contract with a third party for maintenance. The dumpsters will be locked so they will only be used by a maintenance person, but there will be smaller trash bins on the site. Tesla monitors their sites, and will do whatever they need to do to make sure the site is maintained.

The Commission was interested in seeing something more attractive than plain trash barrels on site, and in having a maintenance plan or agreement be part of the site plan approval.

City Planner Maise suggested including notes regarding a maintenance plan on the site plan document, as a condition of the special land use. The notes could indicate frequency of site cleaning and trash pick-up and haul away, a requirement for decorative bins, etc.

- **Landscaping on site.** In response to questions as to why irrigation was not being provided on site, Ms. Smith said the landscape architects were proposing native plantings that can make it through Michigan weather. A hose bib will be provided in the small shed for the landscape contractor to use to water the plants while they are being established, or if a severe weather event, such as drought or heat, required that the plants be watered.

Significant landscaping was being proposed, including 250 shrubs and several trees around the basin. A landscaped berm is planned along Wick Road. The parking lot will be screened from Wick Road. Renderings were representative of the landscaping around the parking/charging area.

In response to comments and questions, Ms. Smith provided the following:

- The Level 3 chargers will typically fully charge a vehicle in 20-30 minutes. A phone app will be able to notify a driver when the charge is complete, and will also give a warning if idle fees are going to be imposed.
- A snow storage area was shown on the plan.
- In response to written comments from the Police Department, Ms. Smith said there would be a crosswalk going across to Sheetz, with a sidewalk on the Sheetz site. There will be plenty of signage, all aimed at pedestrian safety.
- The pedestrian path will be maintained for snow removal, on the Tesla site by the Tesla maintenance personnel, and the portion on the Sheetz site would be maintained by Sheetz personnel.
- Sheetz planned on opening in September 2024.

In response to comments and questions, staff gave the following further information:

- Engineering Consultant Katers said that the entirety of the NorthPoint development had a waiver for irrigation, with a condition that temporary irrigation measures had to be used for the first two growing seasons. The initial landscaping on the overall development seemed to be maturing.

Commission discussion:

- Commissioner Crova said that when he first saw this plan he had thought this use was not retail and was not really serving the community. However, he had changed his mind and was now in support of this project, especially as it was offering rapid charge capabilities to the entire community. There was other property in the greater development reserved for retail.
- Chair Freitag agreed with Commissioner Crova's comments. She believed this amenity would draw people from throughout the region, and the facility will be an overall positive for Romulus.
- Commissioner Roscoe noted that the two charging stations at the corner of Wayne and Goddard were in frequent use, and often had vehicles waiting.

MOTION by Crova, support by Gbogboade, that the Planning Commission recommends to City Council approval of the Special Land Use request for SLU-2024-005, Tesla Supercharger EV Charging Facility, subject to the following;

1. **Waivers from Section 14.05(b) Long-term parking facilities: (1) Class I parking license; (2) market study; (5) 400' from right-of-way; (6) associated development; (7) 3 lanes of traffic; (8) traffic impact study; (10) Greenbelt C around perimeter of parking area (north side); and (15) security including fencing and security guards.**

2. The only uses allowed are as presented and described by the applicant and as depicted in the site plan; the principal use being an EV charging station facility. Any other uses would require an amendment to the special land use.
3. Site plan approval subject to a revised site plan addressing all outstanding comments as noted by the Planning Commission and other agencies and departments.

Roll call vote: Ayes – Crova, Gbogboade, Roscoe, Glotfelty, and Freitag. Nays – None. Motion passed 5-0.

MOTION by Crova, support by Glotfelty, that based on the findings in the ARC (Administrative Review Committee) reports, the Planning Commission approves the Site Plan for SPR-2023-037; Tesla Supercharger EV Charging Facility, subject to the following:

1. The only uses allowed are as depicted in the site plan; the principal use being an EV charging station facility.
2. Waivers from the following:
 - a. Section 14.05(b) Long-term parking facilities, (1), (2), (5), (6), (7), (8), (10), and (15);
 - b. Section 13.02: Landscaping Requirements,
 - (c) greenbelt along Beverly J. McAnally;
 - (h)(1)a. Interior parking lot trees and
 - (m)(3) Irrigation.
3. A revised site plan being submitted for administrative review of all outstanding items of the Planning Commission and other agencies and departments.
4. Ground maintenance and security plan be described on the plans.

Roll call vote: Ayes – Crova, Glotfelty, Roscoe, Gbogboade, and Freitag. Nays – None. Motion passed 5-0.

- B. RZ-2024-003/SLU-2024-006/SPR-2024-002; AVIS Budget Rental Car Storage Facility**
Applicant: Jeffrey Luna, Avis Budget; Carmine Avantini, CIB Planning
Request: Conditional Rezoning, Special Land Use and Site Plan Approval
Location: 29245 Wick Road (DP#80-050-01-0004-300)
Project: Conditionally rezone Lots 4, 5, and 6 of the B & B subdivision (a portion of Parcel ID#80-050-01-0004-300) from C-2, General Business District to M-T, Industrial Transportation; and special land use approval to allow long-term parking for accessory car rental storage in accordance with Table 8.02 and Section 14.05 for long-term parking facilities.

(No Action Required: Applicant has requested to postpone the requests)

MOTION by Crova, support by Roscoe, per the applicant's request to postpone RZ-2024-003/SLU-2024-006/SPR-2024-002; AVIS Budget Rental Car Storage Facility.

Roll call vote: Ayes – Crova, Roscoe, Glotfelty, Gbogboade, and Freitag. Nays – None. Motion passed 5-0.

City of Romulus

SPECIAL LAND USE REVIEW APPLICATION

Received 5/10/24
Revised 6/6/2024

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

All Information must be filled out on the application.

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

Applicant Information:

Name: Tesla (Ashley Broek)
Street: 3500 Deer Creek Rd.
City: Palo Alto
State: CA Zip: 94304
Phone: () 913.626.9067
Email/Fax: abroek@tesla.com

Notary for Applicant:

Subscribed and sworn before me, this 29 day of April 2024. A Notary Public in and for Platte County, Michigan. Missouri

Emerson Marie Shafer
(Signature)

Notary Public

My Commission expires 11-06, 2024.

Site Information:

Property Address: 9100 Beverly J. McAnally Dr.
Parcel ID#: part of 039-01-0005-000

Project Information: This Section to be filled out by City

Case Number: SLU- 2024-005

Date Submitted: 5/10/2024

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

Property Owner Information:

Name: NP Lordstown 173, LLC (Chase Muhlbaier)
Street: 3315 N. Oak Trafficway
City: Kansas City
State: MO Zip: 64116
Phone: () 614-572-6558
Email/Fax: cmuhlbaier@northpointkc.com

Notary for Property Owner:

Subscribed and sworn before me, this 30th day of April 2024. A Notary Public in and for Platte County, Michigan. Missouri

Acting in Clay
County, Missouri

**Notarial Seal
on following page**

(Signature)
Notary Public

My Commission expires Sept 10, 2027.

Brief Description of Proposed Use:

Long Term Parking
(EV Charging parking, non-airport related)

Project Name:

Affidavit of Petitioner:

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

Ashley Broek

Print Applicant Name

Signature of Applicant

4/29/24

Date

4/29/24

Date

Nathaniel Hagedorn, Manager of
NorthPoint Development, LLC, Manager
of NP Lordstown 173, LLC

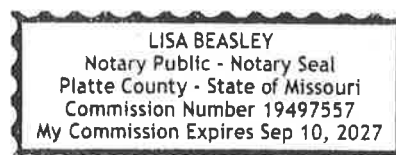
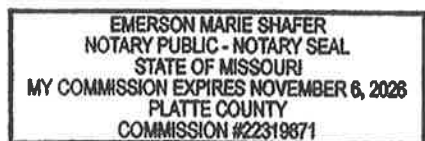
Print Property Owners Name

Signature of Property Owner

Date

Date

Notary Stamp



City of Romulus

SPECIAL LAND USE REVIEW APPLICATION Pg. 2

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

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

Hours of Operation: 24 hours

Days of Operation: 7 days/week

Number of Employees: 0, only maintenance staff of the site

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

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

This area is master planned as regional business. The proposed EV charging use would attract business to the area while providing alternative fueling options for the residents, employees, and patrons to the area businesses.

This development further supports the goals of the Master Plan by providing additional landscaping and pedestrian connectivity throughout the site. The use will spur additional nearby developments such as restaurants and shopping that will benefit the residents.

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

The proposed use meets the intent of the RC, Regional Center District zoning by providing alternative fueling options to compliment the new Sheetz gas station. The use will benefit residents as well as visitors and employees of the area. The EV charging lot will be screened from Wick Road with a berm and landscaping. Solar canopies are proposed to help supplement the power provided by DTE. The proposed use is strategically placed between Detroit and Ann Arbor and close to the airport.

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

No buildings are proposed aside from a small storage/maintenance building located towards the back of the site.

Screening is provided along Wick Road with a berm and landscaping. This area has been master planned as regional business with a mix of industrial and commercial uses. The proposed EV Charging use fits perfectly with this master plan. Landscaping and signage will be compatible with the adjacent developments. The proposed use will help generate more desirable developments nearby that charging customers can walk to such as restaurants.

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

No semi-truck traffic is proposed for this development, only passenger vehicles and pickup trucks with small trailers. A sidewalk along Wick Road as well as a sidewalk connection from Sheetz through this site and extending east for future extension is provided for pedestrian access. A drive connection between the Sheetz and the charging lot is also provided to the north to provide additional connectivity to the industrial development. A berm is provided along Wick Road to help screen the development.

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

The proposed use involves clean alternative fueling (EVs), thereby eliminating typical vehicle exhaust fumes and louder engine noises on the site. The charging spaces and headlights will be screened with landscaping. A berm is provided along Wick Road to help screen the development and provide additional buffer from the roadway.

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

A significant portion of the site will be dedicated to open space and landscaping. In addition, a stormwater management system will be installed to clean, detain and slowly release stormwater from the site in accordance with City and County standards to minimize downstream impacts. Also, the site layout and grading has been designed to minimize impacts to the adjacent County Drain. The intended users of the site will be clean-energy vehicles reducing noise and exhaust pollution in the area.

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

The area has been master planned for regional business uses. Water and sanitary sewer mains have already been extended to service this site. Planned roadway improvements to Wick Road have already been accounted for. No new modifications in the Wick Road right-of-way are planned. The site design includes connections to the planned pedestrian and bicycle network in the area. The stormwater system is designed to meet at City and County standards and will discharge to the existing adjacent County Drain.

PRELIMINARY SITE PLANS

TESLA SUPERCHARGER - ROMULUS MI

PART OF THE ROMULUS TRADE CENTER INDUSTRIAL CONDOMINIUM

ROMULUS, WAYNE COUNTY, MI

PERMIT / APPROVAL SUMMARY		
DATE SUBMITTED	DATE APPROVED	PERMIT / APPROVAL
4/29/2024	6/17/2024	PLANNING COMMISSION APPROVAL

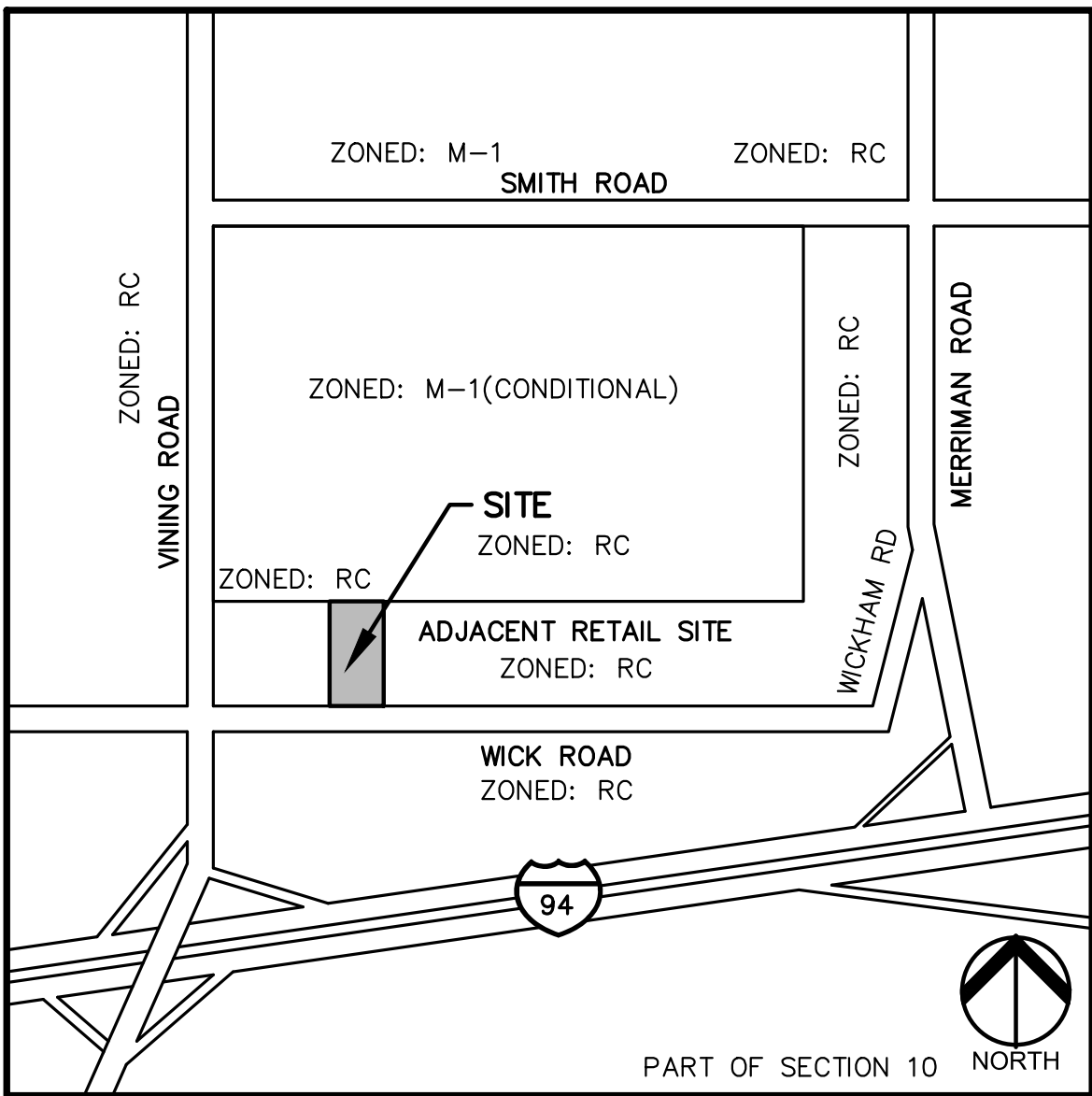
WAIVERS REQUESTED (APPROVED BY PLANNING COMMISSION JUNE 17, 2024)

- 1) SECTION 13.02 - LANDSCAPING
- (c) - GREENBELT ALONG BEVERLY J. McANALLY
 - (h) (1)a - INTERIOR PARKING LOT TREES
 - (M) (3) - IRRIGATION REQUIRED FOR ALL LANDSCAPED AREAS
 - c.a. NO PERMANENT IRRIGATION PROPOSED DUE TO SENSITIVE ELECTRICAL EQUIPMENT AND SOLAR CANOPIES AS WELL AS CONSISTENCY WITH NEIGHBORING DEVELOPMENTS IN THE CONDO HAVING ONLY TEMPORARY IRRIGATION. PRIMARILY NATIVE PLANTINGS ARE PROPOSED WHICH SHOULD THRIVE WITHOUT AN IRRIGATION SYSTEM. TEMPORARY IRRIGATION MEASURES TO BE PROVIDED, IF NEEDED, UNTIL LANDSCAPING IS ESTABLISHED.
- 3) SECTION 14.05 (B) - LONG-TERM PARKING FACILITIES
- (1) - CLASS I PARKING LICENSE REQUIRED FROM CITY COUNCIL PER CHAPTER 58
 - (2) - MARKET STUDY REQUIRED
 - (5) - LOCATED 400 FEET MINIMUM DISTANCE FROM ROAD RIGHT-OF-WAY
 - (6) - FRONTAGE ALONG ARTERIAL ROADWAY SHALL BE CAPABLE OF DEVELOPMENT IN CONJUNCTION WITH THE LONG TERM PARKING
 - (7) - ACCESS DRIVE TO THE SITE MUST BE THREE (3) LANES WIDE WITH A MINIMUM TWO (2) INCOMING LANES
 - (8) - TRAFFIC IMPACT STUDY REQUIRED
 - (10) - ENTRANCE TO PARKING AREA TO BE LANDSCAPED ON BOTH SIDES OF ENTRANCE ROAD. A GREENBELT C MEETING REQUIREMENTS OF SECTION 13.02 SHALL BE PROVIDED AROUND ENTIRE PERIMETER OF PARKING AREA
 - (15) - SHALL PROVIDE SECURITY INCLUDING FENCING, SECURITY GUARDS

INDEX OF DRAWINGS	
NUMBER	TITLE
	COVER SHEET
C-1.1	TOPOGRAPHIC SURVEY
C-1.2	OVERALL AERIAL PLAN
C-3.1	PRELIMINARY SITE PLAN
C-3.2	CIRCULATION PLAN - ROMULUS FIRE TRUCK
C-3.3	CIRCULATION PLAN - GARBAGE TRUCK
C-4.0	PRELIMINARY GRADING PLAN
C-6.0	PRELIMINARY UTILITY PLAN
C-9.1	NOTES AND DETAILS SHEET 1
C-9.2	NOTES AND DETAILS - SHEET 2
C-9.3	TESLA STANDARD DETAILS
C-9.4	TESLA STORAGE SHED AND PHOTOMETRIC DETAILS
C-9.5	TESLA SECURITY CAMERA COVERAGE AND DETAILS
L-1.0	PRELIMINARY LANDSCAPE PLAN
L-1.1	LANDSCAPE DETAILS
	TESLA SHEETS
1 OF 1	SOLAR CANOPY ELEVATIONS

CITY OF ROMULUS STANDARD NOTES:

- PROPERTY OWNER IS RESPONSIBLE FOR ANY PAVEMENT REPAIRS DUE TO CITY MAINTENANCE ON ANY PUBLIC UTILITIES THAT LIE UNDER PAVEMENT WITHIN THE SITE BOUNDARIES.
- A BATCH PLANT WILL NOT BE UTILIZED FOR THIS PROJECT.
- VACANT AREAS OF SITE NOT TO BE USED FOR OUTDOOR STORAGE
- NO SIGNS ARE APPROVED AS PART OF THIS SITE PLAN APPROVAL AND PRIOR TO ERRECTING A SIGN, AN APPLICATION AND APPROPRIATE SUBMISSIONS SHALL BE MADE TO THE BUILDING DEPARTMENT FOR REVIEW, APPROVAL AND ISSUANCE OF A SIGN PERMIT.



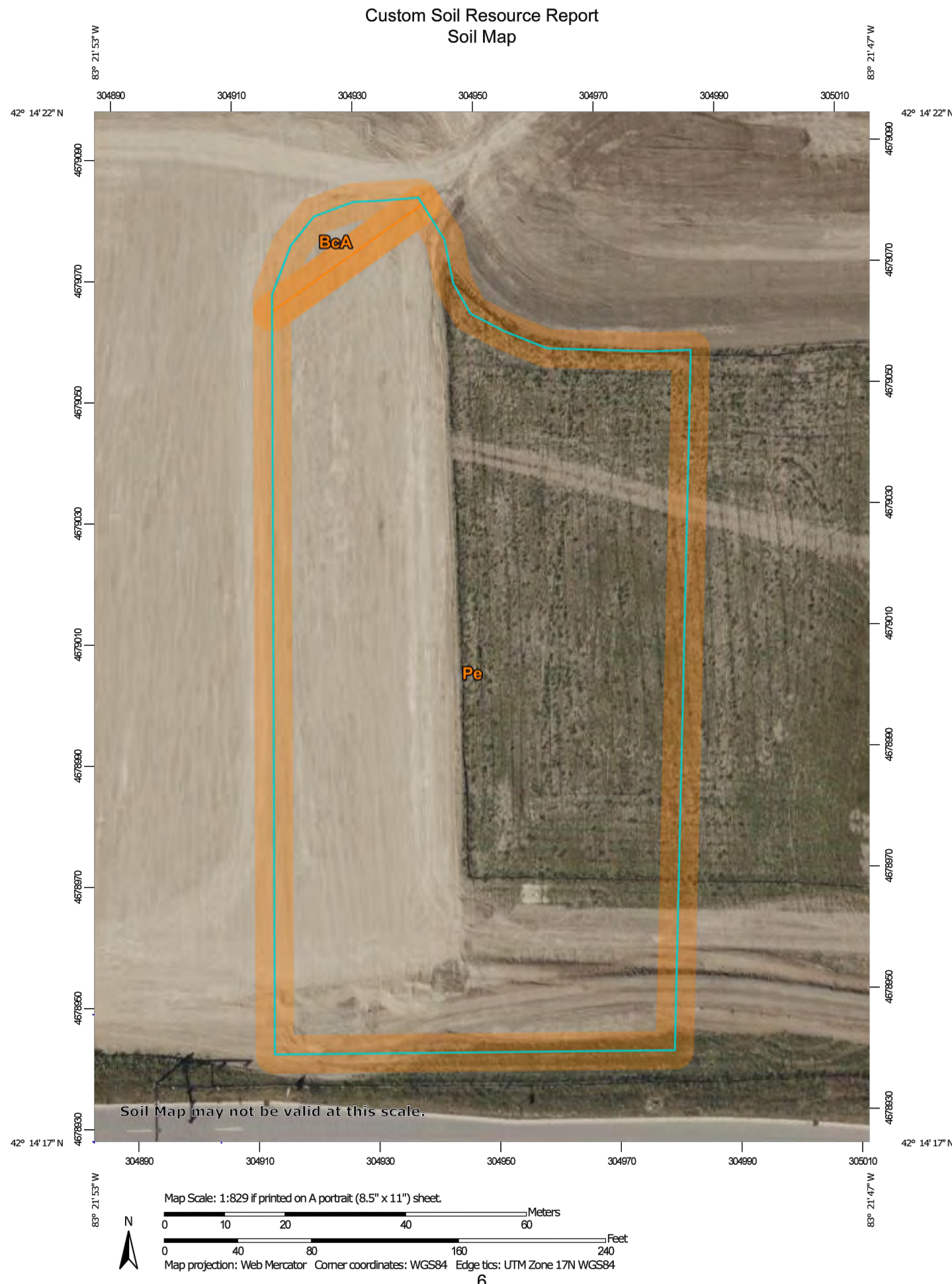
LOCATION MAP
NO SCALE

USE STATEMENT:

THE PROPOSED DEVELOPMENT WILL CONSIST OF A FACILITY TO ALLOW FOR CHARGING OF ELECTRIC VEHICLES. PER A MOST SIMILAR USE DETERMINATION PERFORMED BY THE CITY OF ROMULUS PLANNING DEPARTMENT, THE SITE SHALL BE DESIGNED TO MEET REASONABLE STANDARDS REQUIRED OF THE "LONG TERM PARKING FACILITIES" USE. A SPECIAL LAND USE BEING REQUESTED AT THIS TIME IS TO ALLOW THE DEVELOPMENT OF A "LONG TERM PARKING FACILITY" IN A PARCEL ZONED R-C. THE PARCEL IS ZONED R-C WHICH PERMITS LONG TERM PARKING AS A SPECIAL LAND USE.

THE PROPOSED TESLA ROMULUS SUPERCHARGER SITE WILL BE A LEVEL 3 DC FAST-CHARGING SITE FOR ELECTRIC VEHICLES (EVS). THE SITE WILL BE OPEN TO THE PUBLIC, 24/7 AND SERVE ALL EVS. TESLA WAS FORMERLY A PROPRIETY NETWORK BUT OPENED TO OTHER VEHICLE MANUFACTURERS IN 2024. THE AVERAGE CUSTOMER DWELL TIME AT A SUPERCHARGER IS 20-30 MINUTES. THE MAXIMUM CHARGE TIME BEFORE A CAR INCURS IDLE FEES IS 60 MINUTES. CUSTOMERS WILL PAY FOR CHARGING THROUGH THE TESLA APP; THERE WILL NOT BE POINT-OF-SALE TECHNOLOGY ON SITE.

TESLA ANTICIPATES CUSTOMERS WILL USE SHEETZ AS THE PRIMARY AMENITY FOR FOOD, BEVERAGE AND RESTROOM USE. TESLA HAS AN EXISTING RELATIONSHIP WITH SHEETZ AND PARTNERS WITH THEM FOR OTHER EV CHARGING SITES IN THE REGION. PEDESTRIAN ACCESS AND TRAFFIC HAVE BEEN PLANNED AND COORDINATED WITH SHEETZ FOR THE ROMULUS SITE. KEY OPERATIONAL SITE COMPONENTS INCLUDE CHARGE POSTS AND CANOPIES. THE CHARGE POSTS ARE MONITORED REMOTELY BY A TESLA OPERATIONS 24/7 NOC. IF A CHARGER GOES OFFLINE, THE OUTAGE IS REMOTELY COMMUNICATED TO TESLA OPERATIONS. TESLA HAS A FIELD SERVICE TEAM THAT IS DISPATCHED TO ADDRESS CHARGE POST OUTAGES OR DAMAGE. THE SUPERCHARGER NETWORK HAS A 99.95% UPTIME; THAT REFLECTS THE AVERAGE PERCENTAGE OF SITES GLOBALLY THAT HAD AT LEAST 50% OF THEIR DAILY CAPACITY FUNCTIONAL. THE PROPOSED SITE CANOPIES WILL PROVIDE PROTECTION FROM THE ELEMENTS WHILE CUSTOMERS ARE CHARGING AND WILL ALSO FEATURE SOLAR PANELS. TESLA WILL CONTRACT A THIRD-PARTY MAINTENANCE COMPANY TO MANAGE SNOW REMOVAL, TRASH REMOVAL AND SEASONAL LANDSCAPING NEEDS. STANDARD SCOPE FOR THE MAINTENANCE COMPANY IS TO EMPTY TRASH BINS, PICK UP LITTER, AND WIPE DOWN CHARGE POSTS. CLEAN SITES AND POSITIVE CUSTOMER EXPERIENCE ARE HIGH PRIORITIES FOR TESLA. MAINTENANCE CONTRACTS AND SCHEDULES WILL REFLECT THE NEED TO MAINTAIN THE SITE TO MEET TESLA'S STANDARDS.

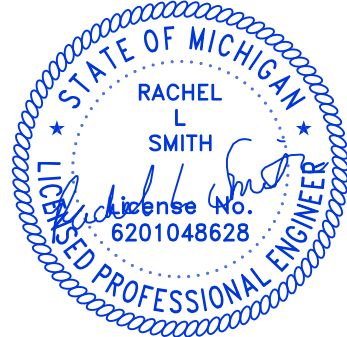


MAP UNIT LEGEND		
MAP UNIT SYMBOL	MAP UNIT NAME	PERCENT OF AOI
BcA	BLOUNT-PEWAMO LOAMS, 0 TO 2 PERCENT SLOPES	2.00%
Pe	PEWAMO LOAM	98.00%

REVISIONS	
DESCRIPTION	DATE
ORIGINAL ISSUE DATE	4/29/2024
SLU/SPA REVIEW #2	6/6/2024
SPA/SLU RESUBMITTAL #1	6/27/2024

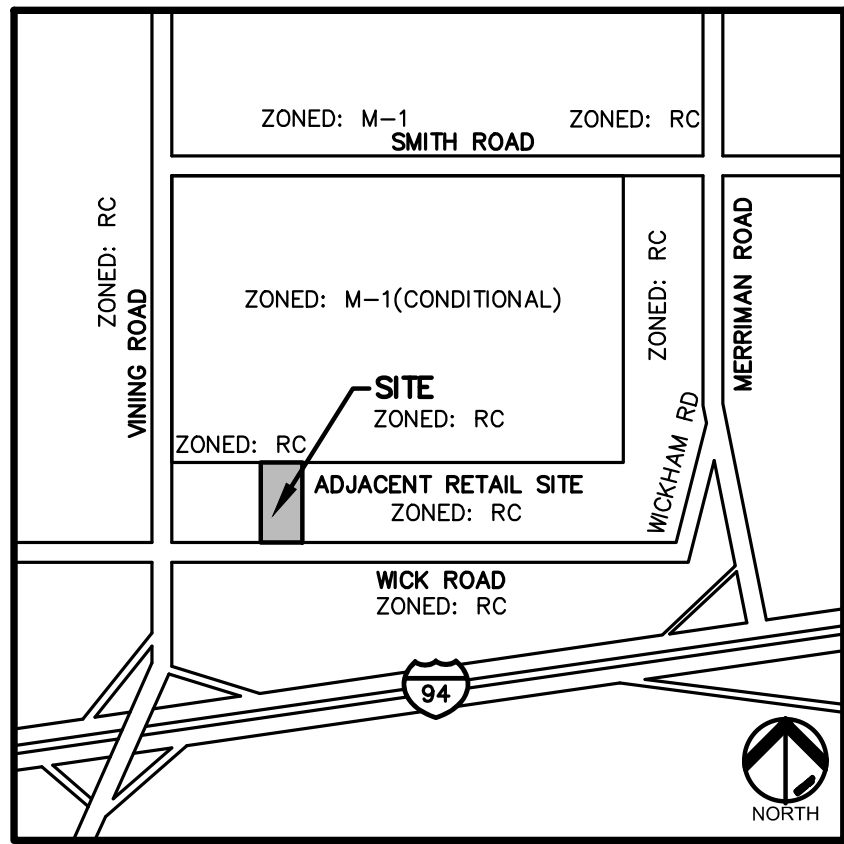
NOT FOR CONSTRUCTION

PEA
GROUP

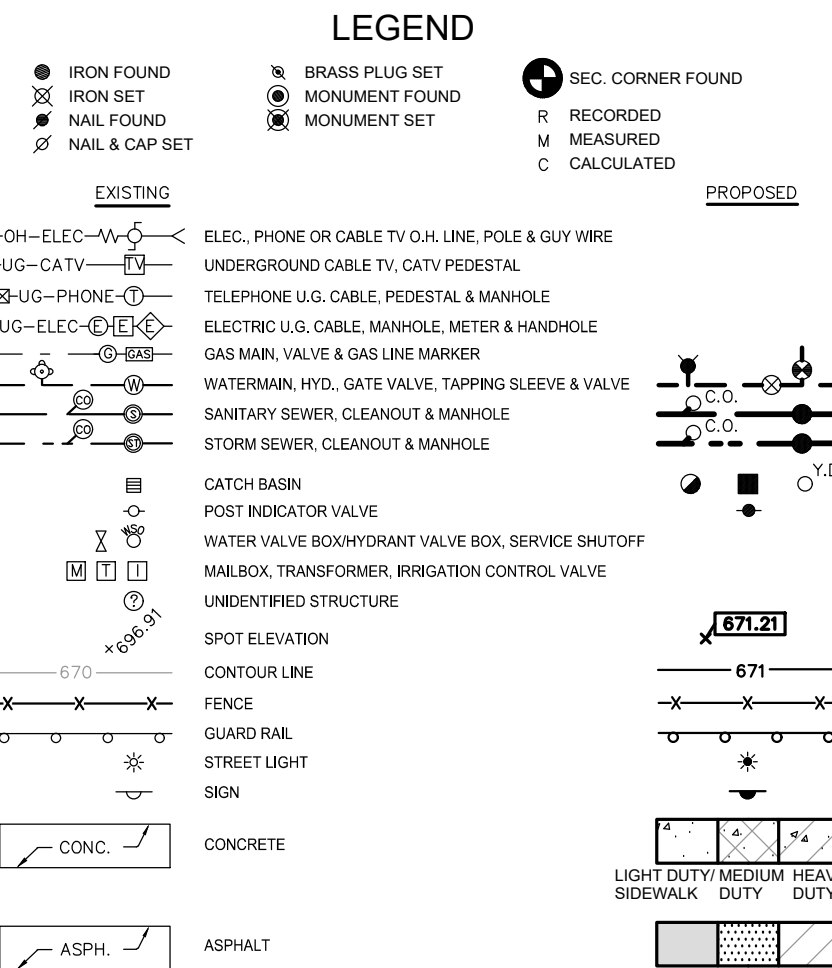


TOPOGRAPHIC SURVEY DISCLAIMER:
TOPOGRAPHIC SURVEY INCLUDING EXISTING UTILITIES, EXISTING ELEVATIONS, EXISTING PHYSICAL FEATURES AND STRUCTURES WAS PROVIDED BY WESTWOOD PROFESSIONAL SERVICES MICHIGAN, LLC.
PEA GROUP WILL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF THE SURVEY OR FOR DESIGN ERRORS/OMISSIONS RESULTING FROM SURVEY INACCURACIES.

- GENERAL NOTES:
- THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THIS PROJECT.
- ALL DIMENSIONS SHOWN ARE TO BACK OF CURB, FACE OF SIDEWALK, OUTSIDE FACE OF BUILDING, PROPERTY LINE, CENTER OF MANHOLE/CATCH BASIN OR CENTERLINE OF PIPE UNLESS OTHERWISE NOTED.
 - "NO PARKING-FIRE LANE" SIGNS SHALL BE POSTED ALONG ALL FIRE LANES AS DIRECTED BY THE FIRE OFFICIAL.
 - REFER TO NOTES & DETAILS SHEET C-9.2 FOR ON-SITE PAVING DETAILS.



PEA GROUP
t: 844.813.2949
www.peagroup.com



0 15 30 60
SCALE: 1" = 30'



CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE AS TO ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

SITE DATA TABLE:			
ZONING: RC "REGIONAL CENTER" DISTRICT			
UNIT 12 AREA = 2.00 AC.			
PROPOSED USE: LONG TERM PARKING FACILITY FOR RECHARGING OF ELECTRIC VEHICLES.			
BUILDING COVERAGE: TOTAL BUILDING AND CANOPY AREA = 16,900 SF BUILDING COVERAGE = 16,900 SF / 87,474 SF = 19.3% < 35% MAXIMUM			
BUILDING HEIGHTS: WET/DRY CONTAINER: 150 FEET MAX SOLAR CANOPY: 8.5' PROPOSED 20' MAX PROPOSED			
BUILDING SETBACK REQUIREMENTS:			
FRONT SETBACK (WICK):	50 FEET REQUIRED	280.64' PROVIDED	
FRONT SETBACK (BEVERLY McANALLY):	50 FEET REQUIRED	169.98' PROVIDED	
SIDE SETBACK (EAST):	20 FEET REQUIRED	50.05' PROVIDED	
REAR SETBACK (NORTH):	35 FEET REQUIRED	73.80' PROVIDED	
PARKING SETBACKS:			
FRONT (WICK):	20 FEET REQUIRED	49.39' PROVIDED	
FRONT (BEVERLY McANALLY):	20 FEET REQUIRED	43.80' PROVIDED	
SIDE (EAST):	10 FEET REQUIRED	14.71' PROVIDED	
REAR (NORTH):	10 FEET REQUIRED	87.13' PROVIDED	
CANOPY SETBACKS:			
FRONT (WICK):	25 FEET REQUIRED	72.41' PROVIDED	
FRONT (BEVERLY McANALLY):	25 FEET REQUIRED	32.01' PROVIDED	
SIDE (EAST):	25 FEET REQUIRED	39.14' PROVIDED	
REAR (NORTH):	25 FEET REQUIRED	112.46' PROVIDED	
PARKING PROVIDED:			
PHASE I: 32 ELECTRIC VEHICLE CHARGING STALLS (INC. 4 BARRIER FREE STALLS)			
2 PARKING STALLS			
PHASE II: 12 ELECTRIC VEHICLE CHARGING STALLS			
4 PULL-THRU TRUCK CHARGING STALLS			
COMBINED TOTAL: 44 ELECTRIC VEHICLE CHARGING STALLS (INC. 4 BARRIER FREE STALLS)			
4 PULL-THRU PICKUP TRUCK CHARGING STALLS			
2 PARKING STALLS			
44 + 4 + 2 = 50 STALLS			
BUILDING LOADING REQUIRED = NONE (LESS THAN 1,400 SF UFA)			
BUILDING LOADING PROVIDED = NONE			
IMPERVIOUS SITE COVERAGE: 46,175 SF / 87,474 SF = 52.8%			
* A SPECIAL LAND USE IS REQUESTED FOR A LONG TERM PARKING FACILITY			
* REFER TO COVER SHEET FOR LIST OF REQUESTED WAIVERS			

SIGN LEGEND:	
'NO PARKING FIRE LANE' SIGN	1
'BARRIER FREE PARKING' SIGN	2
'VAN ACCESSIBLE' SIGN	3
'PAVEMENT ENDS' SIGN	4
'STOP' SIGN	5
REFER TO SHEET C-9.2 FOR SIGN DETAILS	

SIDEWALK RAMP LEGEND:	
SIDEWALK RAMP 'TYPE R'	R
SIDEWALK RAMP 'TYPE D'	D
CURB DROP ONLY	X
REFER TO LATEST MDOT R-28 STANDARD RAMP AND DETECTABLE WARNING DETAILS	

CLIENT
TESLA
3500 DEER CREEK RD
PALO ALTO, CA 94304

PROJECT TITLE
TESLA SUPERCHARGER - ROMULUS MI
EAST OF NE CORNER OF WICK AND VINING ROADS
ROMULUS, MI

REVISIONS	
SPA/SLU REVIEW #2	06-06-2024
SPA/SLU RESUBMITTAL #1	06-27-2024

ORIGINAL ISSUE DATE:
APRIL 29, 2024

DRAWING TITLE
PRELIMINARY SITE PLAN

PEA JOB NO. 24-0167

P.M. RLS

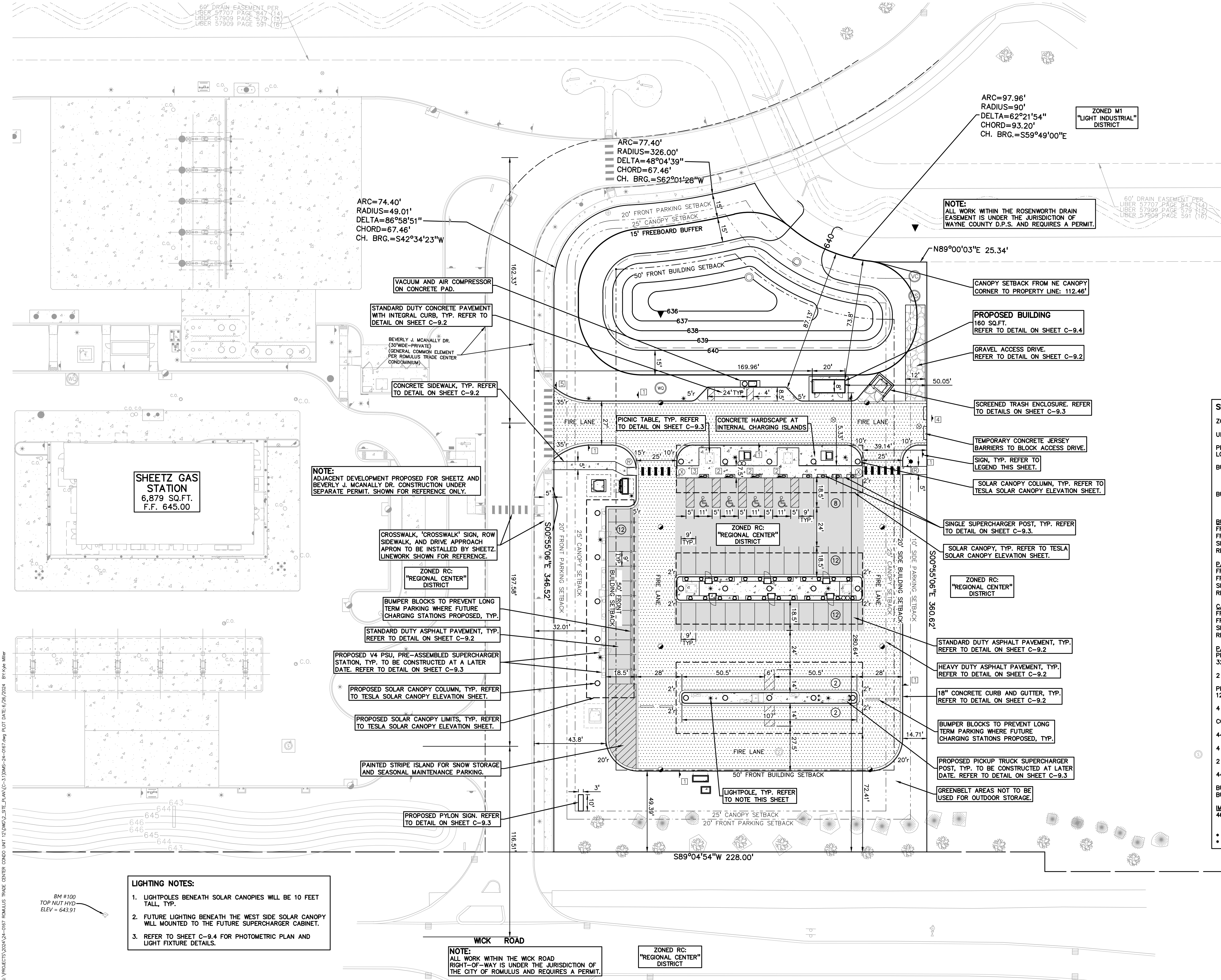
DN. KM

DES. KM

DRAWING NUMBER:

NOT FOR CONSTRUCTION

C-3.1



S:\PROJECTS\2024\24-0167 ROMULUS TRADE CENTER CONDO UNIT 12\DWG\2_SITELPLAN(C-3).DWG-24-0167.dwg PLOT DATE: 6/26/2024 BY: M. M. M.

- LIGHTING NOTES:**
- LIGHTPOLES BENEATH SOLAR CANOPIES WILL BE 10 FEET TALL, TYP.
 - FUTURE LIGHTING BENEATH THE WEST SIDE SOLAR CANOPY WILL MOUNTED TO THE FUTURE SUPERCHARGER CABINET.
 - REFER TO SHEET C-9.4 FOR PHOTOMETRIC PLAN AND LIGHT FIXTURE DETAILS.

NOTE:
ALL WORK WITHIN THE WICK ROAD RIGHT-OF-WAY IS UNDER THE JURISDICTION OF THE CITY OF ROMULUS AND REQUIRES A PERMIT.

PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	DESIGNATION	REMARKS
DECIDUOUS TREES								
BN3	3	BETULA NIGRA	RIVER BIRCH	3" CAL.	B&B	PER PLAN	NATIVE	SINGLE-STEM
NS3	3	NYSSA SYLVATICA	TUPELO	3" CAL.	B&B	PER PLAN	NATIVE	
PO3	3	PLATANUS OCCIDENTALIS	AMERICAN SYCAMORE	3" CAL.	B&B	PER PLAN	NATIVE	
	9	SUBTOTAL:						
ORNAMENTAL TREES								
ACA3	5	AMELANCHIER CANADENSIS	SHADBLow SERVICEBERRY	3" CAL.	B&B	PER PLAN	NATIVE	
MM3	5	MALUS X 'JARMIN'	MARILEE® CRABAPPLE	3" CAL.	B&B	PER PLAN	NON-NATIVE	
	10	SUBTOTAL:						
SHRUBS								
AM36	7	ARONIA MELANOCARPA	BLACK CHOKEBERRY	36" HT.	CONT.	5' O.C.	NATIVE	
AL18	10	ARONIA MELANOCARPA 'UCONNAM165'	LOW SCAPE MOUND® BLACK CHOKEBERRY	24" SPRD	CONT.	24" O.C.	NATIVE	
CA36	11	CEANOTHUS AMERICANUS	NEW JERSEY TEA	36" HT.	CONT.	4' O.C.	NATIVE	
CB36	14	CORNUS SERICEA 'BERGESON'S COMPACT'	BERGESON'S RED TWIG DOGWOOD	36" HT.	CONT.	4' O.C.	NATIVE	
CO36	5	COTINUS OBOVATUS	AMERICAN SMOKE TREE	36" HT.	CONT.	8' O.C.	ADAPTED NATIVE	
DK36	58	DIERVILLA X 'G2X88544'	KODIAK® ORANGE DIERVILLA	36" HT.	CONT.	4' O.C.	NATIVE	
HD36	14	HAMAMELIS X INTERMEDIA 'DIANE'	DIANE WITCH HAZEL	36" HT.	CONT.	6' O.C.	ADAPTED NATIVE	
HA36	12	HYDRANGEA ARBORESCENS 'ANNABELLE'	ANNABELLE HYDRANGEA	36" HT.	CONT.	4' O.C.	ADAPTED NATIVE	
IM36	2	ILEX VERTICILLATA 'MALE'	MALE WINTERBERRY	36" HT.	CONT.	6' O.C.	NATIVE	
IW36	19	ILEX VERTICILLATA 'WINTER RED'	WINTER RED WINTERBERRY	36" HT.	CONT.	6' O.C.	NATIVE	
IVH24	10	ITEA VIRGINICA 'HENRY'S GARNET'	HENRY'S GARNET SWEETSPIRE	36" HT.	CONT.	5' O.C.	ADAPTED NATIVE	
JH6	6	JUNIPERUS CHINENSIS 'HETZII COLUMNARIS'	HETZII COLUMN JUNIPER	6" HT.	B&B	36" O.C.	NON-NATIVE	
POH36	10	PHYSCOCARPUS OPULIFOLIUS 'MONLO'	DIABLO® NINEBARK	36" HT.	CONT.	5' O.C.	NATIVE	
POS36	31	PHYSCOCARPUS OPULIFOLIUS 'SEWARD'	SUMMER WINE® NINEBARK	36" HT.	CONT.	4' O.C.	NATIVE	
PF36	6	POTENTILLA FRUTICOSA 'ABBOTSWOOD'	ABBOTSWOOD BUSH CINQUEFOIL	36" HT.	CONT.	36" O.C.	NATIVE	
TM36	15	TAXUS X MEDIA 'DENSIFORMIS'	DENSE ANGLO-JAPANESE YEW	36" HT.	CONT.	42" O.C.	NON-NATIVE	
TH36	47	TAXUS X MEDIA 'HICKSII'	HICKS ANGLO-JAPANESE YEW	36" HT.	CONT.	30" O.C.	NON-NATIVE	
VH36	9	VACCINIUM CORYMBOSUM	HIGHBUSH BLUEBERRY	36" HT.	CONT.	6' O.C.	NATIVE	
VD36	10	VIBURNUM DENTATUM 'ARROWWOOD'	ARROWWOOD VIBURNUM	36" HT.	CONT.	6' O.C.	NATIVE	
VDC36	5	VIBURNUM DENTATUM 'CHICAGO LUSTRE'	CHICAGO LUSTRE VIBURNUM	36" HT.	CONT.	8' O.C.	NATIVE	
	301	SUBTOTAL:						

NOTE. PER CITY OF ROMULUS:

- LANDSCAPING SHALL BE MAINTAINED IN GOOD CONDITION TO PRESENT A HEALTHY, NEAT AND ORDERLY APPEARANCE FREE FROM REFUSE AND DEBRIS.
- ALL UNHEALTHY AND DEAD MATERIAL SHALL BE REPLACED WITHIN ONE (1) YEAR OF THE NEXT APPROPRIATE PLANTING PERIOD.
- ANY SUBSTITUTES OF PLANT MATERIAL FROM APPROVED SITE PLAN WILL BE APPROVED BY THE PLANNING DEPARTMENT PRIOR TO INSTALLATION.
- FOR ABOVE GROUND UTILITIES, IF LOCATIONS ARE UNKNOWN, FUTURE LOCATIONS AND LANDSCAPE SCREENING WILL BE REVIEWED AND APPROVED BY BOTH THE BUILDING AND PLANNING DEPARTMENTS PRIOR TO INSTALLATION.
- WETLANDS, FLOODPLAINS AND OTHER NATURAL FEATURES ARE NOT BEING IMPACTED BY THE PROPOSED SITE.
- ADDITIONAL PLANTINGS MAY BE REQUIRED AFTER INSTALLATION TO ENSURE SCREENING OF ALL PROPOSED MECHANICAL EQUIPMENT AND UTILITIES.
- PER CITY OF ROMULUS ZONING ORDINANCE SECTION 13.02(O), ALL AREAS NOT OCCUPIED BY BUILDING, PAVEMENT, OR STORAGE SHALL BE LANDSCAPED WITH LIVING PLANT MATERIAL. STONES SHALL NOT BE USED AS GROUND COVER UNLESS PART OF A DRAINAGE EROSION CONTROL.

NOTE:

THE PROPOSED VARIETIES AND QUANTITIES OF SEEDS AND PLANTING MATERIALS SPECIFIED FOR THE FOREBAYS-DETENTION BASIN SYSTEM MEET OR EXCEED THE MINIMUM REQUIREMENTS OF THE WAYNE COUNTY STORM WATER ORDINANCE.

IN AREAS OF NO PERMANENT IRRIGATION:

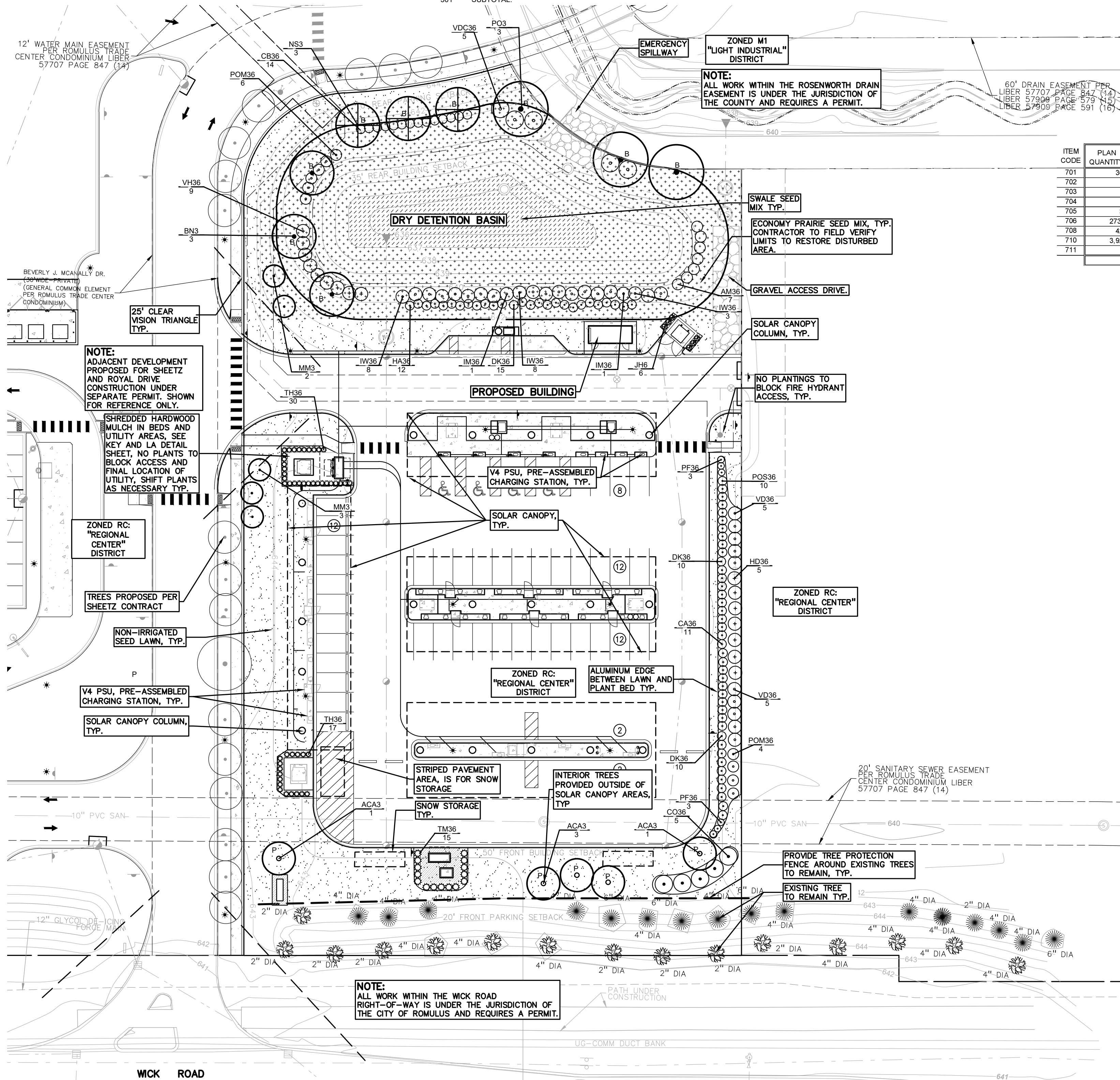
REQUIRED PLANTS AND/OR SEED MUST BE WATERED AS NECESSARY UNTIL THEY ARE ESTABLISHED WITH A TEMPORARY METHOD, HOSE, OR PORTABLE WATER TANKS. LANDSCAPE MUST BE MAINTAINED PER APPROVED FINAL SITE PLAN INCLUDING REPLACEMENT OF ALL DEAD OR A FAILING PLANT MATERIAL WITHIN 3 MONTHS OF ITS DISCOVERY, OR NEXT APPROPRIATE GROWING PERIOD, WHICHEVER COMES FIRST.

MAINTENANCE OF NATIVE SEED AREAS NOTE:

MONITOR NEWLY SEEDED NATIVE AREAS DURING ESTABLISHMENT PERIOD AND MAINTAIN FOR A MINIMUM OF ONE YEAR. THIS INCLUDES VERIFYING SEED ESTABLISHMENT OR SUPPLEMENTAL SEEDING, INSPECTION FOR ERODING AREAS, REMEDIATE INVASIVE SPECIES AND REMOVE IF PRESENT, SUPPLEMENT WATERING DURING DROUGHT, AND REMOVAL OF SILT PROTECTION FENCE AND MAT ON SLOPES WHEN ESTABLISHED.

LANDSCAPING COST OPINION

ITEM CODE	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM PRICE
701	301	EA.	SHRUBS	\$55.00	\$16,555.00
702	10	EA.	SUB CANOPY ORNAMENTAL TREES	\$400.00	\$4,000.00
703	9	EA.	DECIDUOUS TREES	\$550.00	\$4,950.00
704	0	EA.	EVERGREEN TREES	\$500.00	\$0.00
705	32	C.Y.	MULCH AT 3" DEPTH	\$35.00	\$1,120.00
706	273.0	C.Y.	PLANT MIX FOR BEDS (12" DEPTH)	\$15.00	\$4,095.00
708	425	C.Y.	TOPSOIL FOR SEED LAWN AT 4" DEPTH	\$7.00	\$2,975.00
710	3,920	S.Y.	SEED LAWN	\$2.50	\$9,800.00
711	0	EA.	PERENNIALS/ORNAMENTAL GRASSES	\$15.00	\$0.00
TOTAL LANDSCAPING					\$43,495.00



KEY

- EXISTING FRONTAGE GREENBELT TREES AND SHRUBS
- DECIDUOUS TREES
- TREE PROTECTION FENCE
- LETTER DESIGNATION FOR ORDINANCE TREES
 - P = PARKING LOT TREES
 - B = DETENTION BASIN TREES
- SHRUBS
- NON-IRRIGATED SEED LAWN
- 3" DEPTH SHREDDED HARDWOOD MULCH, OVER WEED MAT IN SHRUB BEDS AND AT UTILITY AREAS
- SWALE SEED MIX
 - SEE DTL. SHT. L-1.1 FOR SPECIES INFORMATION
- ECONOMY PRAIRIE SEED MIX
 - SEE DTL. SHT. L-1.1 FOR SPECIES INFORMATION
- SNOW STORAGE AREA

SEE L-1.1 FOR PLANTING NOTES & LANDSCAPE DETAILS.

LANDSCAPE CALCULATIONS:

PER CITY OF ROMULUS ZONING ORDINANCE:
ZONING RC. REGIONAL CENTER DISTRICT, ALONG WICK ROAD

FRONTAGE GREENBELT TYPE B ZONED RC (WICK ROAD: 228 LF)
REQUIRED: 2 DECIDUOUS, 1 EVERGREEN, 1 ORNAMENTAL, AND 20 SHRUBS PER 100 LF (15' DEEP BUFFER AND 3' BERM HEIGHT)

228 LF / 100 LF = 2.28
2.28 (X2 DEC.), (X1 EVG.), (X1 ORN.), (X20 SHRUBS)
=4.56 DEC., 2.28 EVG., 2.28 ORN., 45.6
X 1.5 (50% MORE)
=7 DEC., 4 EVG., 4 ORN., AND 69 SHRUBS

PREVIOUSLY PROVIDED: (EXISTING) 7 DEC., 8 EVG., 3 ORN., AND 75 SHRUBS, GREENBELT LANDSCAPE PREVIOUSLY INSTALLED

PARKING LOT AREA = P
REQUIRED: 100 SF LANDSCAPE AREA, 1 DEC. TREE / PER 10 SPACES (1/3 OF THE TREES TO BE PLACED IN INTERIORS OF PARKING LOT)

44 SPACES / 10 = 4.4 X 1 = 5 DEC. TREES
44 SPACES / 10 = 4.4 X 100 = 440 SF LANDSCAPE AREA

PROVIDED: 5 PROPOSED TREES OUTSIDE SOLAR CANOPY AREA
AND MIN. OF 440 SF LANDSCAPE AREA

BUFFER ZONE TYPE C ZONED RC (WEST PROPERTY LINE: 498 LF)
REQUIRED: 1 CANOPY TREE OR 1 EVERGREEN TREE OR 4 SHRUBS PER 20 LF (10' MIN DEPTH, NO WALL OR BERM REQUIRED)

498 LF - 44 (LESS DRIVE ACCESS) = 454 / 20 LF = 22.75
22.75 (X1 CANOPY) OR (X1 EVG.) OR 91 (X4 SHRUBS)
=23 CANOPY OR EVG. OR 91 SHRUBS

PROVIDED, WEST: 17 PREVIOUSLY PLANTED TREES (SHEETZ CONTRACT) AND 5 PROPOSED TREES OUTSIDE THE SOLAR CANOPY AREAS. WEST PROPERTY LINE HAS SHARED ACCESS, THEREFORE NO ADDITIONAL BUFFER REQUIRED PER SEC. 13.02 (d)(1).

BUFFER ZONE TYPE C ZONED RC (EAST PROPERTY LINE: 361 LF)
REQUIRED: 1 CANOPY TREE OR 1 EVERGREEN TREE OR 4 SHRUBS PER 20 LF (10' MIN DEPTH, NO WALL OR BERM REQUIRED)

EAST: 361 LF = 361 / 20 LF = 18.05
18.05 (X1 CANOPY) OR (X1 EVG.) OR 72.2 (X4 SHRUBS)
=18 CANOPY OR EVG. OR 73 SHRUBS

PROVIDED, EAST: 73 SHRUBS, 30" - 36" HT.

DETENTION BASIN LANDSCAPING = B

REQUIRED: 1 DEC. OR EVG. TREE AND 10 SHRUBS OR ORN. GRASS PER 50 LF TOP OF BANK BASIN PERIMETER

NORTH DRY DETENTION : 416 LF FREEBOARD / 50 LF = 9 TREES
AND 9 X 10 = 90 SHRUBS OR ORN. GRASS

PROVIDED:
NORTH DETENTION: 9 TREES AND 90 SHRUBS/ ORN GRASS;

TREE REPLACEMENT:

PER CITY OF ROMULUS TREE AND WOODLAND PRESERVATION ORDINANCE SECTION 10.09, 10% OF THE EXISTING TREES ON THE SITE SHALL BE PRESERVED.

REQUIRED: 4 TREES/ AC. WHEN 10% CANNOT BE MET
NO EXISTING TREES PRESENT, NONE REQUIRED OR PROVIDED

LIST OF LANDSCAPE WAIVERS REQUESTED AND APPROVED:

SPECIAL LAND USE:
THAT THE PLANNING COMMISSION RECOMMEND TO CITY COUNCIL APPROVAL OF THE SPECIAL LAND USE REQUEST FOR SLU-2024-005; TESLA SUPERCHARGER EV FACILITY SUBJECT TO:

WAIVERS FROM SECTION 14.05
GREENBELT C AROUND PERIMETER OF PARKING AREA (NORTH SIDE)

SITE PLAN:
BASED ON FINDINGS IN THE ARC (ADMINISTRATIVE REVIEW COMMITTEE) REPORTS, WE RECOMMEND THE PLANNING COMMISSION APPROVE THE SITE PLAN FOR SPR-2023-037; TESLA SUPERCHARGER EV FACILITY SUBJECT TO THE FOLLOWING:

SECTION 13.02: LANDSCAPING REQUIREMENTS
(C) - GREENBELT ALONG BEVERLY J McANALLY
(h)(1)a - INTERIOR PARKING LOT TREES
(m)(3) - IRRIGATION

PEA GROUP
t: 844.813.2949
www.peagroup.com



0 15 30 60
SCALE: 1" = 30'



CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE AS TO THE ACCURACY OR IMPROVED TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CLIENT

TESLA
3500 DEER CREEK RD
PALO ALTO, CA 94304

PROJECT TITLE

TESLA SUPERCHARGER - ROMULUS MI
EAST OF NE CORNER OF WICK AND VINING ROADS
ROMULUS, MI

REVISIONS

SPA/SLU REVIEW #2	06-06-2024
SPA/SLU RESUBMITTAL #1	06-27-2024

ORIGINAL ISSUE DATE:
APRIL 29, 2024

DRAWING TITLE

PRELIMINARY LANDSCAPE PLAN

PEA JOB NO. 24-0167

P.M. RLS

DN. CAL

DES. JLE

DRAWING NUMBER:

NOT FOR CONSTRUCTION

L-1.0



TESLA SUPERCHARGER ROMULUS, MI

Our Mission

ACCELERATE THE WORLD'S TRANSITION TO SUSTAINABLE ENERGY



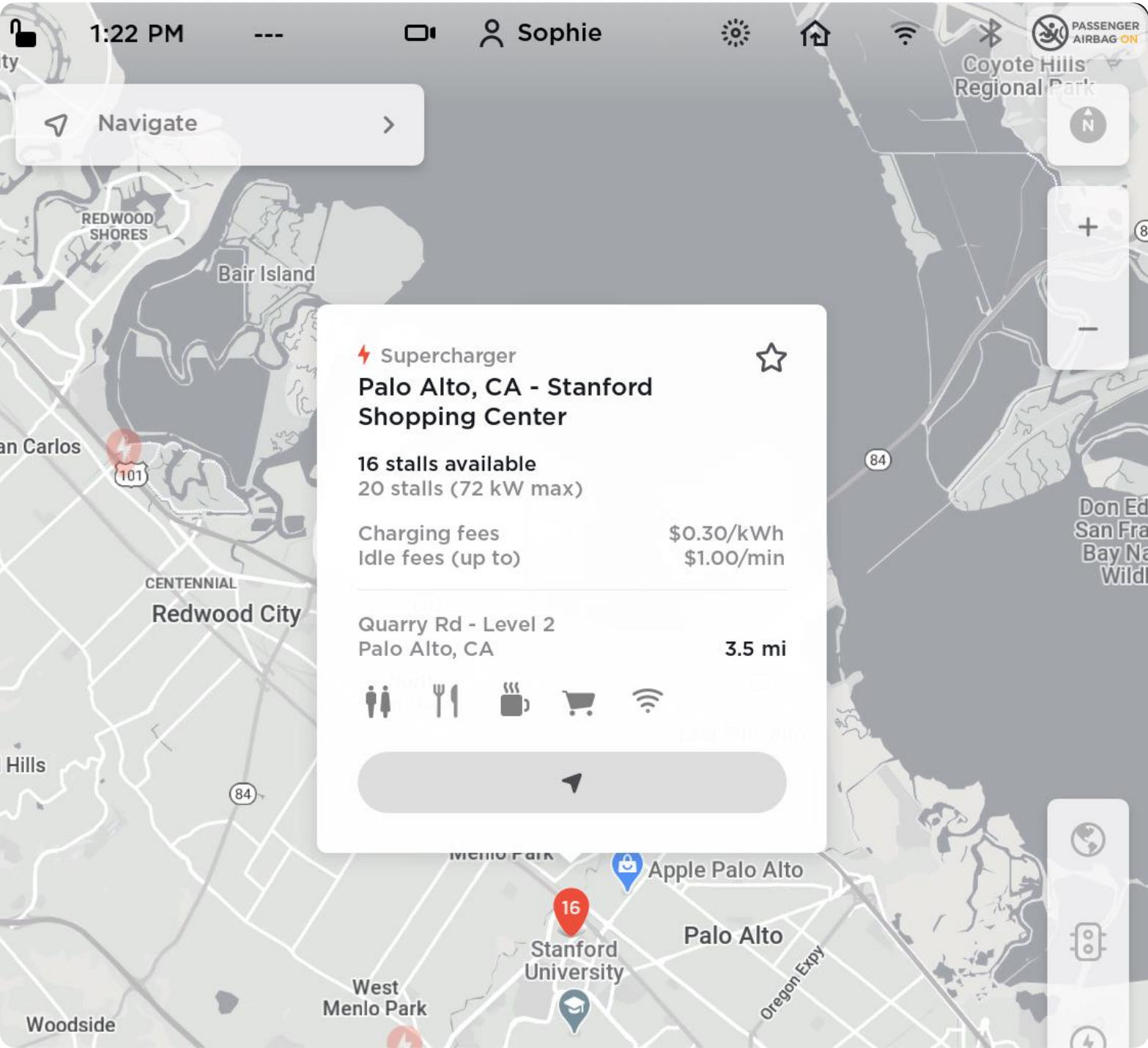
Supercharger Customer Journey

GO ANYWHERE



Automatically route your trip around your next charge, including updated arrival times.

RECHARGE



Plug in for 30 minutes or less and relax with local amenities or in-car entertainment.

CONVENIENCE



View and control your charge from the Tesla app and receive automatic notifications when complete.

Tesla Supercharger drives traffic to your property

~25 mins

Average charge time

~3

Average monthly visit (per unique customer)



Repeat foot traffic, increased revenue and customer loyalty



99.9%+ Supercharging Network Uptime

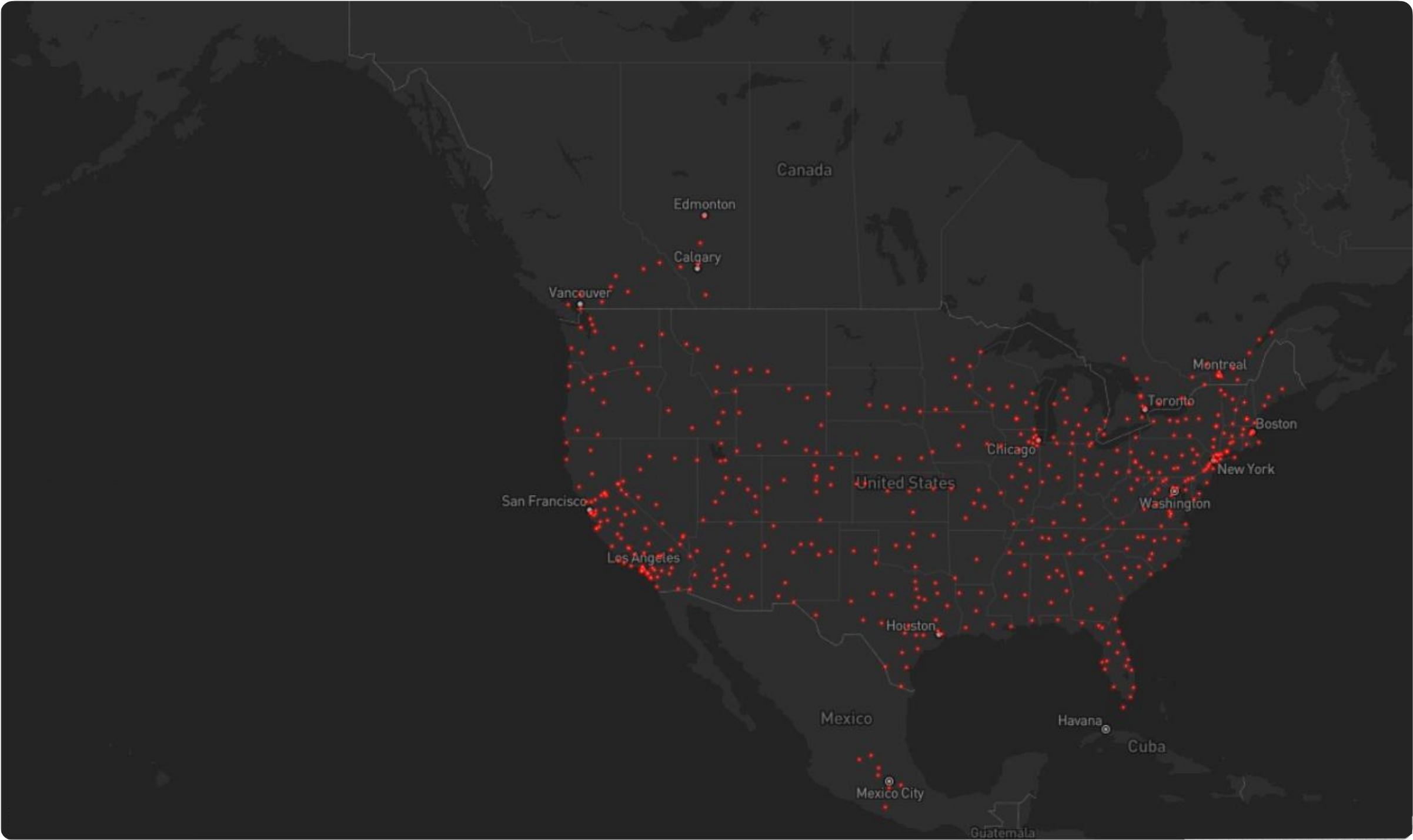


Station uptime is a primary concern for EV drivers. We offer:

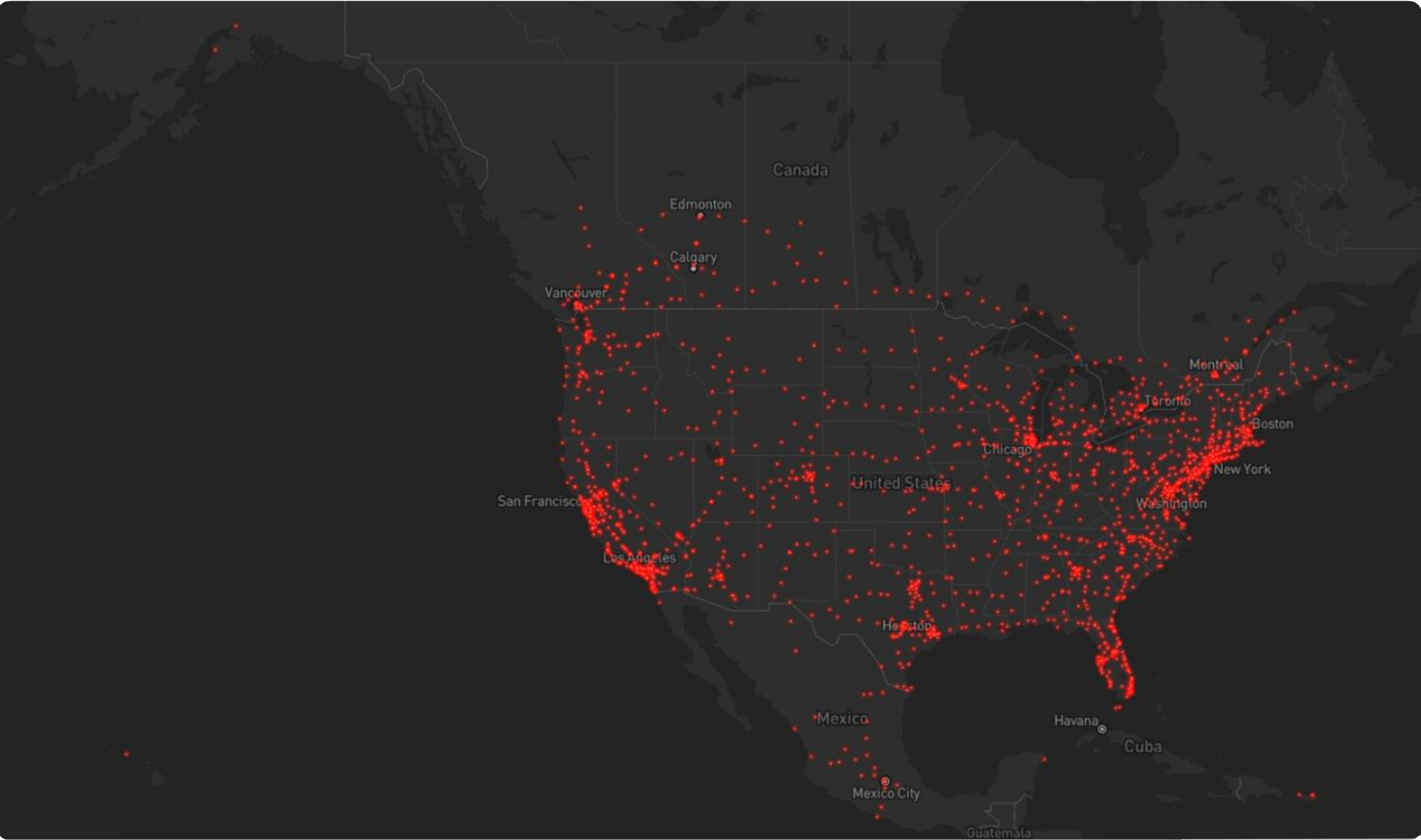
- 24/7 network operations support and technical monitoring
- 24/7 customer support
- Vertically integrated technical field service
- Remote equipment diagnostics

Our network is the largest and most reliable

2017



2023



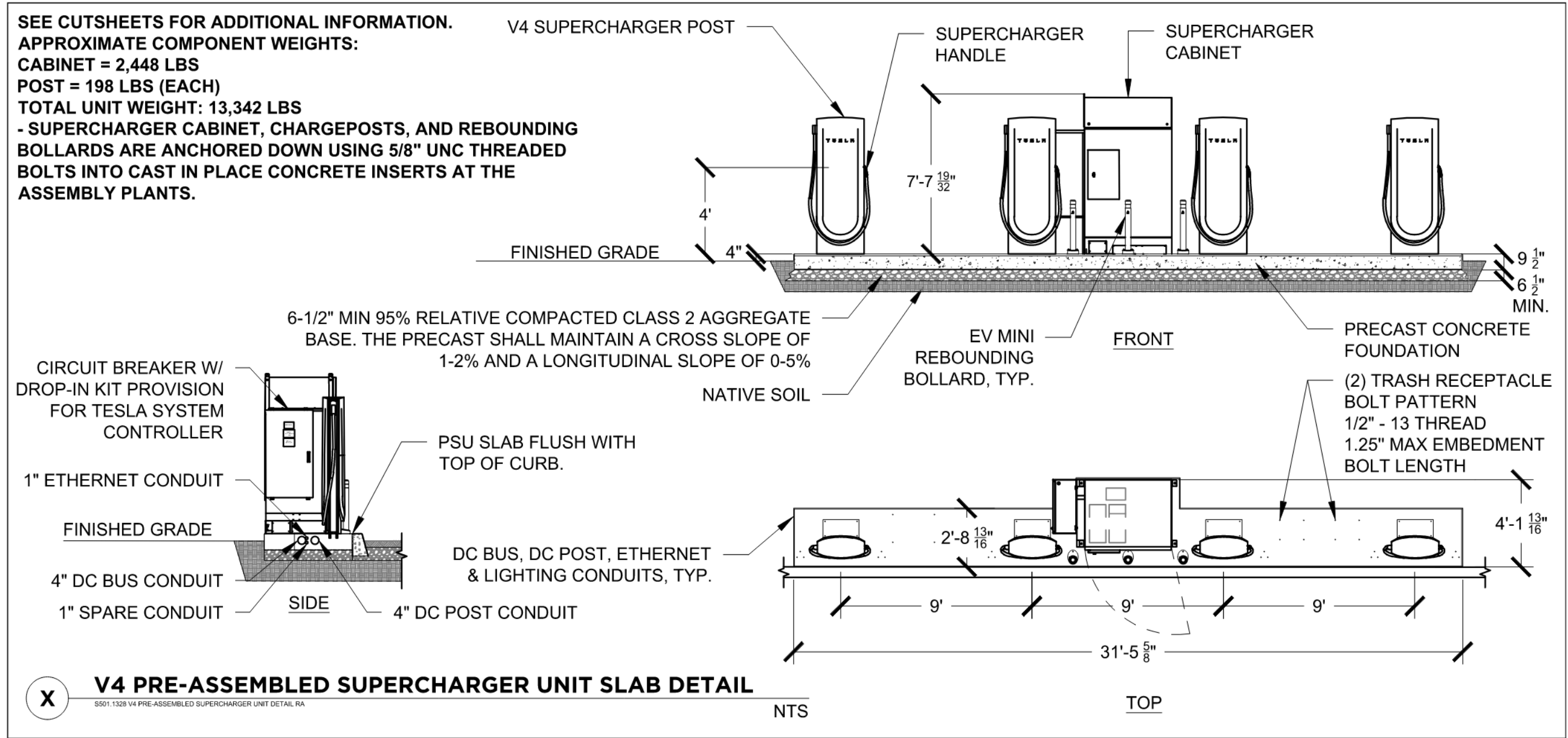
Charging for All

OPENING UP THE NETWORK



Romulus Proposed Supercharger Project

9100 Beverly J. McAnally Drive







City of Romulus

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

Council Meeting Held: **July 22, 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 22, 2024**

Item No. A.

General Description: 2024 Pumpkin Festival Activities/Fees

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: 2024 Pumpkin Festival Activities/Fees
DATE: July 16, 2024

I concur with the recommendation of Jerry Frayer, DDA Director, and Jazmine Danci, Pumpkin Festival Committee Chairperson and respectfully request that Council authorize a no-fee permit for all Pumpkin Festival and Parade of Lights activities during the 26th Annual Pumpkin Festival weekend of September 20– September 22, 2024 as well as the following road closures as requested:

The closure of Hunt Street between Goddard Road and Bibbins Street beginning at 12:00 p.m. Noon on Friday, September 20, 2024 and ending on Sunday, September 22, 2024 at 8:00 p.m. This closure will be for the primary midway of the Pumpkin Festival festivities.

The closure of Goddard Road from Gabriel Street to 5 Points on Friday September 20, 2024 beginning at 6:00 p.m. and re-opening at 11:00 p.m. for the Rotary Parade of Lights.

The closure of Goddard Road from Moore Street to east of the Post Office driveway on Saturday, September 21, 2024 beginning at 8:00 a.m. and re-opening at 8:00 p.m. for the Pumpkin Festival Car Show and Pumpkin Chuckin' competition.

The closure of Goddard Road from Moore Street to east of the Post Office driveway on Sunday, September 20, 2024 beginning at 8:00 a.m. and re-opening at 8:00 p.m.

Four motions are required:

Motion by _____ supported by _____ to concur with the administration and authorize a no-fee permit for all Pumpkin Festival and Parade of Lights activities during the Pumpkin Festival weekend of September 20– September 22, 2024.

Motion by _____ supported by _____ to concur with the administration and authorize the closure of Hunt Street between Goddard Road and Bibbins Street beginning at 12:00 p.m. Noon on Friday, September 20, 2024 and ending on Sunday, September 22, 2024 at 8:00 p.m. for the primary midway of the Pumpkin Festival festivities.

Motion by _____ supported by _____ to concur with the administration and authorize the closure of Goddard Road from Gabriel Street to east of the Post Office driveway on Saturday, September 21, 2024 beginning at 8:00 a.m. and re-opening at 8:00 p.m. for the Pumpkin Festival Car Show and Pumpkin Chuckin' competition.

Motion by _____ supported by _____ to concur with the administration and authorize the closure of Goddard Road from Moore Street to east of the Post Office driveway on Sunday, September 22, 2024 beginning at 8:00 a.m. and re-opening at 8:00 p.m.

Memo

To: Mayor Robert A. McCraight and Honorable City Council

From: Jerry Frayer, Downtown Development Authority Director
Jazmine Danci, 2024 Pumpkin Festival Committee Chairperson

Subject: 2024 Pumpkin Festival Activities/Fees

Date: July 8th, 2024

The 26th Annual DDA Pumpkin Festival and the Rotary Parade of Lights will be held on the weekend of September 20th through the 22nd this year. On behalf of the Pumpkin Festival Committee we are respectfully requesting that Council authorize a no-fee permit for all Pumpkin Festival and Parade of Lights activities during this weekend as well as the following road closures:

The closure of Hunt Street between Goddard Road and Bibbins Street beginning at 12:00 p.m. Noon on Friday, September 20, 2024 and ending on Sunday, September 22, 2024 at 8:00 p.m. This closure will be for the primary midway of the Pumpkin Festival festivities.

The closure of Goddard Road from Gabriel Street to 5 Points on Friday September 20, 2024 beginning at 6:00 p.m. and re-opening at 11:00 p.m. for the Rotary Parade of Lights.

The closure of Goddard Road from Moore Street to east of the Post Office driveway on Saturday, September 21, 2024 beginning at 8:00 a.m. and re-opening at 8:00 p.m. for the Pumpkin Festival Car Show and Pumpkin Chuckin' competition.

The closure of Goddard Road from Moore Street to east of the Post Office driveway on Sunday, September 22, 2024 beginning at 8:00 a.m. and re-opening at 8:00 p.m.

We will be available at the council meeting for questions. Thank you for your support and consideration.

C: City Council
DDA Board
Pumpkin Festival Committee



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **July 22, 2024**

Item No. B.

General Description: No Fee Permit for Elmer Johnson's Park/Class of 2024 Class Reunion Picnic

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: No Fee Permit for Elmer Johnson's Park/Class of 2014 Class Reunion Picnic
DATE: July 16, 2024

I concur with the request of Colleen Dumas, Recreation Director, and respectfully request that City Council authorize a no fee permit to the Romulus High School Class of 2014 for the use of the Elmer Johnson's Park pavilion on September 7, 2024 for their 10 year Class Reunion.

Motion by _____ supported by _____ to concur with the administration and authorize a no fee permit to the Romulus High School Class of 2014 for the use of the Elmer Johnson's Park pavilion on September 7, 2024 for their 10 year Class Reunion

INTEROFFICE MEMORANDUM

TO: Mayor Robert A. McCraight
FROM: Colleen Dumas, Recreation Department Director
Community Services Department
SUBJECT: No Fee Permit for Elmer Johnson's Park/Class of 2014 Class
Reunion picnic
DATE: JULY 11, 2024

Tamyrah Gray a graduate of Romulus High School has requested a No Fee permit to use the Elmer Johnson's Park pavilion on September 7, 2024, for the class of 2014 class picnic. The picnic is a celebration of their 10 year Class Reunion.

Should you concur, I respectfully request you forward this document to City Council for approval on July 22, 2024.

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

C Julie Wojtylko, Chief of Staff

Mike Laskaska, Director of Communication and Community Services



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **July 22, 2024**

Item No. C.

General Description: Wayne County Park Improvement Grant Award - Elmer Johnson, St. John's Lodge and Oakbrook Park

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 Park Improvement Grant Award – Elmer Johnson, St. John’s Lodge and Oakbrook Park
DATE: July 16, 2024

I concur with the recommendation of Colleen Dumas, Parks and Recreation Director and Legal Counsel, and respectfully request City Council authorize the Mayor and Clerk to enter into the attached grant agreement between the County of Wayne and the City of Romulus for improvements to Elmer Johnson’s Park (9755 Ozga), St John’s Lodge #44 (31800 Beverly Rd) and Oakbrook Park (Spain Street) with an allocation to the City of Romulus in the amount of \$31,766.00 to update playground equipment.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to enter into the attached grant agreement between the County of Wayne and the City of Romulus for improvements to Elmer Johnson’s Park (9755 Ozga), St John’s Lodge #44 (31800 Beverly Rd) and Oakbrook Park (Spain Street) with an allocation to the City of Romulus in the amount of \$31,766.00 to update playground equipment.

INTEROFFICE MEMORANDUM

TO: Mayor Robert A. McCraight
FROM: Colleen L Dumas, Parks and Recreation Director
SUBJECT: Wayne County Park Improvement Grant Award (Elmer Johnson, St. John's Lodge and Oakbrook Park)
DATE: July 10, 2024

On June 5, 2024, the Parks and Recreation Department received notice of FY 2023-2024 Wayne County Park Improvement funding allocation in the amount of \$31,766.00.

We submitted a proposal to use these funds at *Elmer Johnson's Park located at 9755 Ozga Road, St. John's Lodge#44 at 31800 Beverly Rd* and *Oakbrook Park located at Spain St., Romulus, MI 48174*, to update aged playground equipment.

At the recommendation of Alicia Bradford, Wayne County Parks Division Director, we are requesting a motion to accept this attached Intergovernmental Agreement with Wayne County for the improvements listed above. Should you concur with the recommendations, please forward to Romulus City Council for a resolution of support for acceptance of this Intergovernmental Agreement and Park Improvement Grant awarded to the City of Romulus.

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

C Julie Wojtylko, Chief of Staff

Mike Laskaska, Director of Communications and Community Services

AGREEMENT

between

THE CHARTER COUNTY OF WAYNE

and

THE CITY OF ROMULUS

for

Improvements to

ELMER JOHNSON PARK, ST. JOHN'S LODGE AND
OAKBROOK PARK

FY 2023-2024

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THIS AGREEMENT (“Agreement”) is between the County of Wayne, Michigan, a public body corporate and Home Rule Charter County, acting through its Department of Public Services, Parks Division (hereinafter the “County”) and the City of Romulus, a Michigan municipal corporation (hereinafter “City”).

1. PURPOSE

1.01 The County and City have an interest in entering into cooperative parks and recreation projects that are mutually beneficial to the citizens of Wayne County.

2. SCOPE OF THE PROJECT

2.01 The County will cooperatively fund the construction of improvements (the “Project”) at Elmer Johnson Park, St. John's Lodge and Oakbrook Park, located in the City (individually, “Site” or collectively, “Sites”), for the citizens of Wayne County, at the location(s) described in **Exhibit A** attached hereto and made a part hereof. The County will finance any improvements agreed upon by the Chief Executive Officer for the County or his/her designee and the Mayor of the City or his/her designee, in creation of the Project under the limitations indicated in Sections 3, 4 and 5.

3. TERM OF CONTRACT

3.01 The term of this Agreement shall commence upon approval by the Wayne County Commission and **shall terminate on September 30, 2026 at 11:59 p.m.**

3.02 If City fails to complete the Project by the termination date as stated in Section 3.01, the parties agree that the County shall be under no further obligation to provide any remaining funds committed hereunder.

4. COUNTY'S COVENANTS

4.01 The County will assist in funding construction of the Project described in **Exhibit B** attached hereto and made a part hereof. The FY 2023-2024 funding provided by the County for the recreational Project **shall not exceed Thirty One Thousand Seven Hundred Sixty Six Dollars (\$31,766).**

5. CITY'S COVENANTS

5.01 Prior to construction of any portion of the Project, City shall provide the County with documents evidencing title to each Site, including, but not limited to, deeds, assignments, leases, land contracts, and mortgage instruments. The documents must specify all covenants, restrictions, easements, or other encumbrances on each Site.

5.02 City warrants that it is the legal owner with good, valid, and clear title to each Site and that each Site is accurately described in **Exhibit A**. City shall hold harmless and defend the County against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including but not limited to, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to an action by a third party to quiet title in any Site described in **Exhibit A**.

5.03 City shall keep accurate records and account of the Project costs that shall be accessible for inspection and audit by a representative of the County.

5.04 City shall submit to the County no more frequently than once every 30 days, a certified application for reimbursement of acceptable Project costs together with all contractor and subcontractor certified invoices and any required supporting documentation for reimbursement, which shall be made upon receipt and approval of the application for reimbursement. The County is under no obligation to reimburse City for any unapproved costs or costs outside the scope of this Agreement.

5.05 City shall be responsible for financing the Project beyond the financial commitment the County has made as indicated in Section 4.01.

5.06 City shall operate and maintain improvements for public recreation, and that it shall allow each park to be open to the public on equal and reasonable terms and that no individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age or handicap.

5.07 City agrees that in consideration of the financial commitment that the County is providing for the Project, City shall operate each Site as a recreational facility for no less than ten (10) years after the Project is completed.

5.08 City will develop signage at its own expense, which recognizes the County as a donor at each Site. The signage shall comply with the specifications described in **Exhibit C** attached hereto and made a part hereof. The County shall have the right to approve the signage. Such approval will not be unreasonably withheld or delayed. City shall install the signage prior to the Project's completion.

5.09 City agrees to provide the County with an opportunity to participate in planning any press conference, ribbon cutting ceremony, opening ceremony, or other public/media announcement related to the Project ("media event"). City further agrees to provide the County with no less than thirty (30) days prior written notice of a proposed media event.

5.10 Breach of any of the provisions contained in this Article may be regarded as a material breach of this Agreement.

6. TERMINATION

6.01 This Agreement can be terminated by either party with or without cause upon thirty (30) days written notice, prior to commencing construction. If terminated prior to commencing construction of the Project, each party is solely responsible for its own costs, fees, and obligations incurred prior to the termination.

6.02 After the Project's construction is commenced, the County may terminate this Agreement with or without cause and shall be responsible for expenses previously approved by the County and incurred by City, not to exceed the amount stated in Section 4.01.

6.03 City may terminate this Agreement, with or without cause, after construction is commenced and shall return to the County any funding provided by the same under this Agreement.

6.04 This Agreement shall terminate if any Site is not operational and regularly open to the public.

7. DATA TO BE FURNISHED

7.01 City must maintain copies of all information, books, data, reports, records, etc., related to the Project. Such information and records shall be maintained for a period of three (3) years from the date City receives its final reimbursement payment under this Agreement.

7.02 Upon the request of the County or its authorized representative, including its Legislative Auditor General, City must furnish, without charge, copies of all information, books, records, data, reports, etc., of City, or any contractors, subcontractors, consultants or agents rendering or furnishing services under this Agreement, whether direct or indirect, that will permit adequate evaluation or audit of the services provided by City or any of its contractors, subcontractors, consultants or agents. City must include a similar covenant allowing for County audit in any agreement it has with a contractor, subcontractor, consultant or agent related to this Agreement. The County may delay reimbursement payments to City pending the results of any such audit without penalty or interest.

7.03 The County may schedule conferences at mutually convenient times with City administrative personnel to gather the information. If, as a result of any audit conducted by or for the County relating to City's performance under this Agreement, a discrepancy should arise as to the amount of compensation due City, City shall pay to the County on demand the amount of compensation in question. If City fails or refuses to make payment, in addition to other legal remedies available to the County, the County may retain said amount from any funds allocated to City but not yet disbursed under this Agreement or may offset such a deficiency against the compensation to be paid City in any concurrent, successive or future agreements between the parties.

7.04 City further acknowledges the right of the Wayne County Commission as a third-party beneficiary of this Agreement to sue for specific performance to enforce the audit rights provided herein for the Legislative Auditor General.

8. ADMINISTRATION

8.01 City must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent meeting the objectives of this Agreement, including changes, transfer, or assignment of any real property interest related to any Site;
- B. Favorable developments or events that enable meeting time schedules or goals sooner than anticipated; or
- C. Any changes or modifications in appropriations and funding for the Project.

9. RELATIONSHIP OF PARTIES

9.01 The parties are independent entities. No liability or benefits, such as Workers' Compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agents, contractors, subcontractors, or employees as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agents, employees, contractors, or subcontractors.

10. INSURANCE

10.1 City will require that all contractors undertaking work on the Project abide the terms, and provide insurance coverage in said amounts, as set forth in **Exhibit D**.

10.2 All insurance and bonds shall name the Charter County of Wayne and the City as insured or beneficiary.

11. HOLD HARMLESS

11.01 City agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, or agents. It is agreed that the County is merely acting as a funding source for the Project and that any negligence, or tortious acts, errors, or omissions on the part of the County shall only arise out of providing these funds or processing reimbursement requests made by City as submitted pursuant to Section 5.04.

11.02 This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or City or any of their agencies, or employees, as provided by statute or modified by court decisions.

12. LIABILITY

12.01 The County does not assume and is not responsible for, payment of any debt service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other obligation, incurred prior to the signing or during the term of this Agreement.

12.02 This Agreement is not intended to create beneficial rights in any third party other than the Wayne County Commission. This Agreement is entered into for the sole benefit of the parties to this Agreement.

13. ENVIRONMENTAL MATTERS

13.01 City warrants to the County that City will not use Hazardous Materials (as defined in Section 13.06) at any Site in violation of any governmental regulation pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

13.02 City warrants that it is not in violation of governmental regulations pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at any Site, and, to the best of City's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects a Site.

13.03 City will keep each Site free of Hazardous Materials except to the extent that the Hazardous Materials are stored or used in compliance with applicable local, state and federal

regulations. City must not cause or permit any Site to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with governmental regulations. City shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of City, any tenant, subtenant or occupant, the release, spill, leak or emission of Hazardous Materials at any Site or onto any other contiguous property.

13.04 Prior to commencing the Project, City must conduct and complete or cause to be conducted and completed an investigation, including a comprehensive environmental audit, studies, sampling, and testing, as the County deems necessary. A copy of any environmental audit, study, sampling or testing shall be provided to the County within ten (10) working days of City's receipt of such audit, study, sampling or testing. If the audit reveals the existence of any Hazardous Material at any Site, City shall immediately disclose the findings to the County. If the County decides to proceed with the Project, City shall do or cause to be done all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Site as required by all applicable governmental regulations, to the satisfaction of the County, and according to all federal, state and local governmental authorities. Any audit conducted by the County is solely for the benefit, protection, and interest of the County. City or any third party cannot rely upon the audit conducted by the County for any purpose.

13.05 It is agreed that the County is merely acting as a funding source for the Project and that the County shall only be responsible for providing these funds and processing reimbursement requests made by City as submitted pursuant to Section 5.04. Therefore, the County shall not be responsible for any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to:

- A. The presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Site or the soil, water, vegetation, buildings, personal property, persons or animals;
- B. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials at a Site;
- C. Any lawsuit brought or threatened, settlement reached or government order relating to the Hazardous Materials with respect to a Site;
- D. Any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of any mortgage, which are based on or related to the Hazardous Materials used at a Site;
- E. This section applies to the presence, disposal, release, leakage, or threatened release of any Hazardous Materials prior to the effective date of this Agreement.

13.06 Hazardous Material means any material or substance:

- A. Which is or becomes defined as a hazardous substance, pollutant, or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) and any amendments thereto and regulations pursuant thereto;

- B. Containing gasoline, oil, diesel, fuel, or other petroleum products;
- C. Which is or becomes defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.) and any amendments thereto and regulations pursuant thereto;
- D. Containing polychlorinated biphenyl;
- E. Containing asbestos;
- F. Which is radioactive;
- G. The presence of which requires investigation or remediation under any governmental regulation; or
- H. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant, or biologically hazardous material under any governmental regulation.

14. COMPLIANCE WITH LAWS

14.01 Each party must comply with and must require its employees to comply with all applicable laws and regulations.

14.02 City must construct and develop the Project or cause the Project to be constructed and developed according to applicable local, state and federal laws.

15. AMENDMENTS

15.01 No amendment to this Agreement is effective unless it references this Agreement, is written and signed by duly authorized representatives of both parties and approved by resolutions adopted by the Romulus City Council and the Wayne County Commission.

16. NONDISCRIMINATION PRACTICES

16.01 City shall require that all contractors, subcontractors, consultants and agents retained to perform work related to this Agreement comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to these Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Elliot-Larson Civil Rights Act (P.A. 1976 No. 453)
- F. The Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- G. The anti-discrimination provisions as required by Section 120-192 of the Wayne County Code of Ordinances.

16.02 All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Section 120-192 of the Wayne County Code of Ordinances, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of prospective employees. City also shall not make or keep a record of that information or disclose such information.
- E. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

16.03 City agrees that it will notify all of its contractors, subcontractors, consultants, or agents of their obligations relative to non-discrimination under this Agreement when soliciting the contractor, subcontractor, consultant, or agent. City will include the provisions of this Article in any contract, as well as provide the County with a copy of any agreement with a contractor, subcontractor, consultant, or agent completing work related to this Agreement.

16.04 All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the County Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon City.

16.05 Breach of any of the covenants in this Article may be regarded as a material breach of this Agreement.

16.06 City acknowledges the right of the County Director of Human Relations to sue to enforce the provisions in this Article.

16.07 If City or any of its contractors, subcontractors, consultants, or agents does not comply with the non-discrimination provisions of this Agreement, the County may impose sanctions, as it determines to be appropriate, including but not limited to the cancellation, termination or suspension of this Agreement, in whole or in part.

16.08 In the event that City is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of federal or state law shall apply and this Agreement shall be interpreted and enforced accordingly. In accordance with the Elliot-Larson Civil Rights Act, P.A. 1976 No. 453, as amended, MCL 37.2101 *et seq.*, City covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Agreement.

17. ETHICS IN CONTRACTING

17.01 City and all of its contractors must comply with Article 12 of Chapter 120 of the Wayne County Code of Ordinances governing "Ethics in Public Contracting" or any similarly existing City ordinances.

18. NOTICES

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

If to City:
Parks and Recreation
City of Romulus
11111 Wayne Road
Romulus, Michigan 48174

If to the County:
Director of Parks
Wayne County Parks
33175 Ann Arbor Trail
Westland, Michigan 48185
and
Director
Wayne County Department of Public Services
400 Monroe, Suite 300
Detroit, Michigan 48226

18.02 All notices are 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.

18.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

19. WAIVER OF ANY BREACH

19.01 No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach constitutes a waiver of any breach of term. No

waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

20. SEVERABILITY OF PROVISIONS

20.01 If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

21. MERGER CLAUSE

21.01 This Agreement, including the Exhibits contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth in this Agreement. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth herein.

21.02 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

22. JURISDICTION AND LAW

22.01 This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Each party will not commence any action against the other because of any matter arising out of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

23. MISCELLANEOUS

23.01 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

23.02 The parties agree that upon termination of this Agreement, the following sections shall survive termination and shall remain in full force and effect: 5.02; 11; 12; 13; 14 and 22.

23.03 The term "County" includes the Charter County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents, and employees.

23.04 This Agreement must not be construed as a waiver of any governmental immunity by the County or City, or any of their agencies, or employees, has as provided by statute or modified by court decisions.

23.05 The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect this Agreement.

24. AUTHORIZATION AND CAPABILITY

24.01 This Agreement has been approved, as evidenced by the attached Resolutions adopted by the Romulus City Council and the County Commission. Copies of such resolutions shall be attached to this Agreement.

24.02 Each party warrants that the person signing this Agreement is authorized to sign on behalf of its principal and is empowered to bind its principal to this Agreement.

25. SIGNATURE

25.01 The County and City, by their authorized officers and representatives have executed this Agreement as of the dates written below.

[SIGNATURES ON THE FOLLOWING PAGES]

City of Romulus

Elmer Johnson Park, St. John's Lodge and Oakbrook Park

County Commission approved and execution authorized by Resolution	CHARTER COUNTY OF WAYNE
No. _____	By: _____
Date: _____	Warren C. Evans
	Its: County Executive
	Date: _____

City of Romulus

Elmer Johnson Park, St. John's Lodge and Oakbrook Park

Romulus City Council approved and execution authorized by Resolution No. _____ Date: _____	CITY OF ROMULUS By: _____ Robert A. McCraith Its: Mayor Date: _____
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EXHIBIT A (LEGAL DESCRIPTIONS)
DEED-ELMER JOHNSON PARK

Bernard J Youngblood
Wayne County Register of Deeds
July 31, 2013 10:59 AM
Inst: 2013346067 Liber: 50938 Page: 932
Electronically Recorded

WAYNE COUNTY TREASURER
QUIT CLAIM DEED

(Issued under Act 206 Public Act of 1893, as Amended by Act 123 of Public Acts of 1999)

Raymond J. Wojtowicz, Treasurer of the Charter County of Wayne, Michigan, hereinafter called the Grantor/Treasurer whose address is 400 Monroe, Suite 520, Detroit, Michigan 48226, by authority of Act 206 of Public Acts of 1893, as amended by Act 123 of Public Acts of 1999, as amended, conveys and quit claims to:

CITY OF ROMULUS TREASURER

hereinafter called the Grantee, whose address is:

11111 WAYNE ROAD ROMULUS, MI 48174

the following

described premises located in the CITY OF ROMULUS, WAYNE COUNTY, MI

Tax Parcel I.D. #: 80066990034000

Legal Description:

1721A1A3 THAT PART OF THE NW 1/4 OF SEC 17 DES AS BEG AT A POINT ON THE W LINE OF SAID SEC DIS DUE NORTH 1481.37 FT FROM THE W 1/4 COR OF SEC 17 AND PROC TH S 87D 59M 10SEC E 846.83 FT. TH N 0D 18M E 477.57 FT. TH N 86D 43M 30SEC W 650.55 FT. TH DUE SOUTH 431.93 FT. TH N 87D 59M 10SEC W 199.44 FT TO THE W LINE OF SEC 17. TH DUE S ALONG SAID W LINE 60.04 FT TO THE POB 7.48 ACRES

Commonly known as: VACANT OZGA ROMULUS, MI 48174

For the full consideration of \$8,359.69 Dollars.

Date: July 31, 2013

Pursuant to the provisions of Section 78k(5)(c) and 78k(5)(e) parcels are subject to visible or recorded easements and rights of way; private deed restrictions; building restrictions of record; all future installments of special assessments and liens recorded by the State or the foreclosing governmental unit or restrictions or other governmental interests imposed pursuant to the Natural Resources and Environmental Protection Act being Public Act 451 of 1994. This conveyance is exempt from taxes pursuant to MCL 207.505(h)(1) and MCL 207.526(h)(1).

Declaration of Conditions Subsequent. This Declaration is made to give record notice of the conditions subsequent to the sale of the Property by imposition of the following restrictions on the sale to the Property:

- A. That Grantee or subsequent Purchaser/Assignee shall keep current the taxes on the Property for the two (2) tax years following the date of the deed conveyed by the Grantor/Treasurer.
- B. That Grantee or subsequent Purchaser/Assignee shall either demolish the property within six months of conveyance of the deed by Grantor or otherwise maintain the Property pursuant to all applicable laws and public safety ordinances.
- C. That failure of the Grantee or subsequent Purchaser/Assignee to comply with clauses A and/or B or to cure the default within 30 days of written notice may result in a reversion of the title and/or possession of the Property either to the city, or township where the property is located. Absent reversionary action by the city or township, Grantor reserves the right to serve notice of a failure to comply with clauses A and/or B and, should the Grantee or subsequent Purchaser/Assignee not cure the default within 30 days of such notice, the property would revert to the Grantor.
- D. These conditions subsequent are intended to run with the land for a period of two (2) years following the date of this deed and be binding on the Grantee and subsequent Purchaser/Assignee.

In Witness Whereof the Grantor, has signed and affixed the seal of the Wayne County Treasurer the day and year first above written.



Raymond J. Wojtowicz

Raymond J. Wojtowicz
Wayne County Treasurer

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 31 day of July, 2013 by Raymond J. Wojtowicz, Wayne County Treasurer.

FELECHA ANN TYLER
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jul. 29, 2019
Acting in the County of Wayne

Felecha A. Tyler

Notary Public, Wayne County Michigan

Prepared by Wayne County Treasurer
400 Monroe Street, Detroit, Michigan 48226

When recorded return to: Grantor
Send subsequent tax bills to: Grantee

23 2006 1000 7554

Li-45430 Pa-200
206486336 10/23/2006 09:00AM
Bernard J. Youngblood
Wayne Co. Register of Deeds

WAYNE COUNTY TREASURER
QUIT CLAIM DEED

(Issued under Act 206 Public Act of 1893, as Amended by Act 123, Section 78m of Public Acts of 1999)

Raymond J. Wojtowicz, Treasurer of the Charter county of Wayne, Michigan, hereinafter called the Grantor, whose address is 400 Monroe, Suite 520, Detroit, Michigan 48226, by authority of Act 206 of Public Acts of 1893, as amended by Act 123 of Public Acts of 1999, as amended conveys and quit claims to:

CITY OF ROMULUS

hereinafter called the Grantee, whose address is:

11111 WAYNE ROAD ROMULUS, MI 48174

the following

described premises located in the CITY OF ROMULUS, WAYNE COUNTY, MI

Tax Parcel I.D.#: 80066990001000

Legal Description:

17G PT OF NW 1/4 OF SEC 17 T3S R9E DESC AS BEG N87DEG 11M 40S W 25.18FT FROM THE N 1/4 COR OF SEC 17 TH N87DEG 11M 40S W 309.23FT TH S0DEG 02M 25S E 1289.72FT TH S87DEG 49M 38S E 301.94FT TH N0DEG 16M 41S E 1286.04FT TO POB 9.03 AC

Commonly Known as:

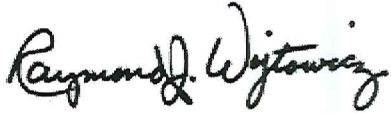
VACANT SHOOK/WICK ROMULUS, MI 48174

For the full consideration of: \$614.35 Dollars.

Pursuant to the provisions of Section 78k(5)(c) and 78k(5)(e) parcels are subject to visible or recorded easements and rights of way; private deed restrictions; building restrictions of record; all future installments of special assessments and liens recorded by the state or the foreclosing governmental unit or restrictions or other governmental interests imposed pursuant to the Natural Resources and Environmental Protection Act being Public Act 451 of 1994. This conveyance is exempt from taxes pursuant to MCL 207.505(h)(1) and MCL 207.526(h)(l).

Date: October 19, 2006

In Witness Whereof the Grantor, has signed and affixed the seal of the Wayne County Treasurer the day and year first above written.



Raymond J. Wojtowicz
Wayne County Treasurer

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss

The foregoing instrument was acknowledged before me this
Raymond J. Wojtowicz, Wayne County Treasurer.

19th day of October, 2006 by

FELECIA ANN TYLER
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jul. 29, 2013
Acting in the County of Wayne



Notary Public, Wayne County Michigan

Prepared by the Wayne County
Treasurer 400 Monroe Street, Detroit
Michigan 48226

When Recorded return to: Grantor
Send subsequent tax bills to: Grantee

QCD 96R 1P9 (A) ECHS 88 NO REVENUE ATTACHED

OCT 23 2006 1000 7556

Li-45430 Pa-199
206486333 10/23/2006 09:00AM
Bernard J. Youngblood
Wayne Co. Register of Deeds

**WAYNE COUNTY TREASURER
QUIT CLAIM DEED**

(Issued under Act 206 Public Act of 1893, as Amended by Act 123, Section 78m of Public Acts of 1999)

Raymond J. Wojtowicz, Treasurer of the Charter county of Wayne, Michigan, hereinafter called the Grantor, whose address is 400 Monroe, Suite 520, Detroit, Michigan 48226, by authority of Act 206 of Public Acts of 1893, as amended by Act 123 of Public Acts of 1999, as amended conveys and quit claims to:

CITY OF ROMULUS

hereinafter called the Grantee, whose address is:

11111 WAYNE ROAD ROMULUS, MI 48174

the following

described premises located in the **CITY OF ROMULUS, WAYNE COUNTY, MI**

Tax Parcel I.D.#: **80066990007000**

Legal Description:

17H2 17J1B 17J2 PT OF THE NW 1/4 OF SEC 17 T3S R9E DESC AS BEG N87DEG 11M 40S W 757.39FT FROM THE N 1/4 COR OF SEC 17 TH N87DEG 11M 40S W 245.78FT TH S0DEG 00M 19S E 1297.10FT TH S87DEG 49M 38S E 669.24FT TH N0DEG 02M 25S W 854.12FT TH N87DEG 11M 40S W 423FT TH N0DEG 02M 25S W 435.60FT TO POB 15.62 AC

Commonly Known as:

VACANT WICK ROMULUS, MI 48174

For the full consideration of: **\$798.58** Dollars.

Pursuant to the provisions of Section 78k(5)(c) and 78k(5)(e) parcels are subject to visible or recorded easements and rights of way; private deed restrictions; building restrictions of record; all future installments of special assessments and liens recorded by the state or the foreclosing governmental unit or restrictions or other governmental interests imposed pursuant to the Natural Resources and Environmental Protection Act being Public Act 451 of 1994. This conveyance is exempt from taxes pursuant to MCL 207.505(h)(1) and MCL 207.526(h)(l).

Date: **October 19, 2006**

In Witness Whereof the Grantor, has signed and affixed the seal of the Wayne County Treasurer the day and year first above written.

Raymond J. Wojtowicz

**Raymond J. Wojtowicz
Wayne County Treasurer**

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss

The foregoing instrument was acknowledged before me this
Raymond J. Wojtowicz, Wayne County Treasurer.

19th day of October, 2006 by

FELECIA ANN TYLER
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jul. 29, 2013
Acting in the County of Wayne

Felecia A. Tyler

Notary Public, Wayne County Michigan

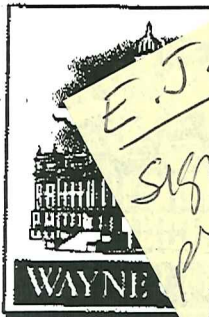
Prepared by the Wayne County
Treasurer 400 Monroe Street, Detroit
Michigan 48226

When Recorded return to: Grantor
Send subsequent tax bills to: Grantee

QCD 96 R 1P9 (A) ECH) SB

NO REVENUE ATTACHED

Wayne County
 Department of Management & Budget
 Assessment & Equalization Division
 Gary L. Evanko, Director
 (313) 224-2325
 FAX 224-4864



Edward H. M.
 County Exec.

FACSIMILE TRANSMISSION

Date:

4-24-02

Time:

To:

Fax Number:

734-941-5

Attention:

Jennifer Nieman

Firm:

City of Romulus - Ass.

From:

Name:

ED CANDELL

Telephone:

313-224-5562

Subject:

Documents

Comments:

MS. NIEMAN, the system we use can only go back to 1986. Anything earlier would have to be searched at the Register of Deeds

Total number of pages (including transmittal sheet):

17

Original:

[] will

☒ will not

be forwarded via U.S. mail.

If you do not receive all parts of this document or have any other problems with transmission, please call the sender immediately.

ASSESSMENT AND EQUALIZATION DIVISION

600 RANDOLPH, SUITE 29 • DETROIT, MI 48226 • (313) 224-2325 • FAX (313) 224-4864

E.J. Park
 sign on private
 prop. - owner sent ltr
 req: we move
 sign.

cannot find
 esmt. indicating
 we have right
 to erect sign
 on that parcel.
 called Betty on
 4/30/02. advised her
 that sign should not
 be on private prop. JA

use file
 T park



WARRANTY DEED

THE GRANTOR SPENCER GRAY and FELICIA GRAY, husband and wife, whose address is 9294 Essex, Romulus, MI 48174
CONVEY(S) and WARRANT(S) to PAUL D. HOLBROOK and MARVAL L. HOLBROOK, husband and wife, whose address is 36940 Goddard, Romulus, MI 48174
the following described premises situated in the City of Romulus, County of Wayne, State of Michigan, to wit:

A part of the South 3/4 of the West 1/2 of the Northwest 1/4 of Section 17, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as:
Beginning at a point on the West line of Section 17, said point being due North 707.38 feet from the West 1/4 corner of said Section 17; thence due North 258.38 feet; thence South 87 degrees 59 minutes 10 seconds East 844.13 feet; thence South 00 degrees 18 minutes 00 seconds West 258.34 feet; thence North 87 degrees 59 minutes 10 seconds West 842.78 feet to the point of beginning.

Tax Item No.80-066-99-0037-000

Commonly known as Vacant Ozga Road

for the sum of EIGHTY THOUSAND and 00/100 (\$80,000.00) DOLLARS
subject or easements and building and use restrictions of record and further subject to such parts thereof taken, deed or used by any governmental unit for street, highway or road purposes

This property is located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The grantor(s) grants to the grantee(s) the right to make all allowable division(s) under Section 108 of the Lund Division Act, Act 288 of the Public Acts of 1967.

Dated this 5th day of October, 2001

Signed in the presence of:

Executed by:

Witness: Richard P. McClure

SPENCER GRAY

FELICIA GRAY

Witness: Peter L. Bee

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 5th day of October, 2001, by SPENCER GRAY and FELICIA GRAY, husband and wife.

This is to certify that there are no tax liens or taxes on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT
No. 5630 Date 10/17/01
WAYNE COUNTY TREASURER Clerk

Richard P. McClure, Notary Public
Oakland County, Michigan
Acting in Wayne County
Commission expires: 12/21/2004

DRAFTED BY:
RICHARD P. MCCLURE P17315
Attorney At Law
122 South Street
Belleville, MI 48111
(313) 697-1181

* When recorded return to:
* Peter E. Bee
* 609 N. WAYNE RD
* Westland MI. 48185

flow #68800

10-17-2001 1019630

DEED'S 4.00

BWD 99019 AL

01145238 OCT 19 2001

Liber-34991 Page-847
201485065 10/19/2001
Bernard J. Youngblood, Wayne Co. Register of Deeds

CERTIFICATE OF DISCHARGE



STOCKTON 155-WaMu #0033537150 "Gray" Lender ID:A17/ Wayne, Michigan
KNOW ALL MEN BY THESE PRESENTS that WASHINGTON MUTUAL BANK, FA whose address is 400 E. Main Street STB1RCN, Stockton, CA 95290 3767 holder of a certain Mortgage, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby cancel and discharge said Mortgage.

Original Grantor: SPENCER GRAY AND FELICIA GRAY, HUSBAND AND WIFE
Original Grantee: WASHINGTON MUTUAL BANK, FA
Dated: 11/17/1999
Date Recorded: 07/25/2000
as Instrument No. 200237896 Book/Reel/Liber 32018, Page/Folio 801,
In the County of WAYNE State of MICHIGAN

Legal: SHOWN ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE

Property Address: Ozga Rd, Romulus, MI, 48174

IN WITNESS WHEREOF, WASHINGTON MUTUAL BANK, FA, by the officer duly authorized, has duly executed as a free act and deed the foregoing instrument;

Washington Mutual Bank, FA
On October 11, 2001

By: [Signature]
MARIE BRAIS, ASSISTANT VICE
PRESIDENT

WITNESS

CAROL RHEA

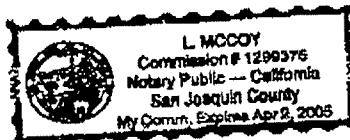
WITNESS

STEPHANIE TEDERMAN

STATE OF California
COUNTY OF San Joaquin

ON October 11, 2001, before me, L. MCCOY, a Notary Public in and for the County of San Joaquin County, State of California, personally appeared MARIE BRAIS, ASSISTANT VICE PRESIDENT being duly sworn, of Washington Mutual Bank, FA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

L. MCCOY
Notary Expires: 04/02/2005 #1299375



(This area for notarial seal)

* Document Prepared By: [Signature]
MEI CHANG, WAMU 400 E Main St STB1RCN, Stockton, CA 95290 800-282-4840
RVT-20011011-0060 MIWAYNE WAYNE MI DAT: 1240000033537150 ICMIR0M1

When Recorded Return To: , Reconveyance Dpt 400 E. Main St., STB1RCN, Stockton, CA, 95290-3767

Dis Arg A

ESCROW NO.: 453978
DATE : November 17, 1999

"EXHIBIT A"
LEGAL DESCRIPTION

A part of South 3/4 of the West 1/2 of the Northwest 1/4 of Section 17, Town 3 South, Range 9 East, Township of Romulus, Wayne County, Michigan, described as: Beginning at a point on the West line of Section 17, said point being due North 707.38 feet from the West 1/4 corner of said Section 17; thence due North 258.38 feet; thence South 87 degrees 59 minutes 10 seconds East 844.13 feet; thence South 00 degrees 18 minutes 00 seconds West 258.34 feet; thence North 87 degrees 59 minutes 10 seconds West 842.78 feet to the point of beginning.
066-99-0037-000

Title One, Inc.

1 00076178 JUL 25 2000

Liber-32018 Page-801
200237898 7/25/2000
F.E. Youngblood, Wayne Co. Register of Deeds
RDJOHCEL

99117404 ~~DEC 30 1999~~

TRANSACTION TITLE INSURANCE CO.

SPACE ABOVE THIS LINE FOR RECORDING DATA

MORTGAGE



Washington Mutual

~~PREPARED BY AND~~
AFTER RECORDING MAIL TO:
Washington Mutual Bank, FA
C/O DATA PLEX
12691 PALA DRIVE - MS156DPCA
GARDEN GROVE, CA 92841

TITLE ONE 000

LOAN NO.: 03-2341-003353715-0

THIS MORTGAGE ("Security Instrument") is given on November 17, 1999.
The mortgagor is SPENCER GRAY AND FELICIA GRAY, HUSBAND AND WIFE,

("Borrower"), whose address is OZGA ROAD

ROMULUS, MI 48174

Washington Mutual Bank, FA

the laws of USA

Stockton, CA 95290

("Lender"). Borrower owes Lender the principal sum of

Hundred Fifty & 00/100

Dollars (U.S. 56,250.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2019. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to Lender, with power of sale, the following described property located in Wayne County, Michigan:

Shown on Exhibit "A" attached hereto and made a part hereof by this reference.

which has the address of OZGA ROAD

ROMULUS

Michigan 48174

("Property Address");

MICHIGAN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3023 9/90

73225A (06-98)

Page 1 of 8

453978

RMT6 33 4R 9P6 ~~XW7~~

A ROD cy

LOAN NO.: 03-2341-003353715-0

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Fund for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

LOAN NO.: 03-2341-003353715-0

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under Paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payments. If under Paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in Paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage

insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded

LOAN NO.: 03-2341-003353715-0

permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any

LOAN NO.: 03-2341-003353715-0

Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale to Borrower in the manner provided in Paragraph 14. Lender shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file a discharge of this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable line(s)]

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ Other(s) (specify) | | |

LOAN NO.: 03-2341-003353715-0

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

WITNESS

x Wanda S. Klomp
WANDA S. KLOMP WITNESS

x M. Lukaszik
M. LUKASIK WITNESS

x Spencer Gray 11-17-99
SPENCER GRAY
x Felicia Gray
FELICIA GRAY

[Space Below This Line for Acknowledgment]

STATE OF MICHIGAN)

County WAYNE) SS.

The foregoing instrument was acknowledged before me this 17TH NOVEMBER, 1999
by SPENCER GRAY AND FELICIA GRAY, HIS WIFE (date)

(person acknowledging)

My Commission expires: 5-11-01

WAYNE County, Michigan

PREPARED BY
VALERIE ALAYNICK
Information Coordinator
650 E. ALGONQUIN ROAD
SCHAUMBURG, IL 60173

Wanda S. Klomp
WANDA S. KLOMP, Notary Public
Notary Public, Wayne County, MI
My Commission Exp. May 11, 2001 Wanda S. Klomp

73225H (06-98)

Page 8 of 8

ESCROW NO.: 453978
DATE : November 17, 1999

"EXHIBIT A"
LEGAL DESCRIPTION

A part of South 3/4 of the West 1/2 of the Northwest 1/4 of Section 17, Town 3 South, Range 9 East, Township of Romulus, Wayne County, Michigan, described as: Beginning at a point on the West line of Section 17, said point being due North 707.38 feet from the West 1/4 corner of said Section 17; thence due North 258.38 feet; thence South 87 degrees 59 minutes 10 seconds East 844.13 feet; thence South 00 degrees 18 minutes 00 seconds West 258.34 feet; thence North 87 degrees 59 minutes 10 seconds West 842.78 feet to the point of beginning.
066-99-0037-000

Title One, Inc.

④ 00076178 JUL 25 2000

99117404 DEC 26 1999

Liber-32018 Page-765
200237860 7/25/2000
F.E. Youngblood, Wayne Co. Register of Deeds
RDJOHCEL



WARRANTY DEED

STATUTORY FORM FOR INDIVIDUALS

453978

Form No. M-960

KNOW ALL MEN BY THESE PRESENTS: That Helen Hayes by Sherry E. McDonough her attorney in fact whose power of attorney is hereto attached and Sherry McDonough, as Joint Tenants with Full Rights of Survivorship *SEE EXHIBIT B

whose street number and post office address is 4912 Monroe Dearborn Heights, Michigan 48123

Convey and Warrant to Spencer Gray and Felicia Gray, husband and wife

whose street number and post office address is 9294 Essex Romulus, Michigan 48174

the following described premises situated in the City of Romulus, County of Wayne and State of Michigan, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

More commonly known as: Vacant Osga, Romulus, Michigan 48174

for the sum of SEVENTY FIVE THOUSAND AND 00/100, (**\$75,000.00*) Dollars

subject to easements, use, building and other restrictions of record, if any;

Dated this 17th day of November, 1999

Signed and Sealed in presence of

Signed and Sealed:

Wanda S. Klomp
WANDA S. KLOMP

Helen Hayes by Sherry E. McDonough her attorney in fact whose power of attorney is hereto attached *SEE EXHIBIT B

Lou Johnson
LOU JOHNSON

Sherry McDonough, as Joint Tenants with Full Rights of Survivorship

STATE OF MICHIGAN)
COUNTY OF Wayne) ss.

The foregoing instrument was acknowledged before me this 17th day of November, 1999 by Helen Hayes by Sherry E. McDonough her attorney in fact whose power of attorney is hereto attached and Sherry McDonough, as Joint Tenants with Full Rights of Survivorship

*SEE EXHIBIT B
WANDA S. KLOMP
Notary Public, Wayne County, MI
My Commission Exp. May 11, 2001

My Commission expires _____, Notary Public, Wayne County, Michigan

County Treasurer's Certificate

City Treasurer's Certificate

After recording return to:
Spencer Gray
9294 Essex
Romulus, Michigan 48174

Drafted By:
Robert W. Curran - C21 Curran & Johnson
24711 Michigan Avenue
Dearborn MI 48124

453978

RMTG 18 4R 4P6 & W7

A Rodey

REV
645.00

RECORDED NO.: 453978
DATE : November 17, 1999

"EXHIBIT A"
LEGAL DESCRIPTION

A part of South 3/4 of the West 1/2 of the Northwest 1/4 of Section 17, Town 3 South, Range 9 East, Township of Romulus, Wayne County, Michigan, described as: Beginning at a point on the West line of Section 17, said point being due North 707.38 feet from the West 1/4 corner of said Section 17; thence due North 258.38 feet; thence South 87 degrees 59 minutes 10 seconds East 844.13 feet; thence South 00 degrees 18 minutes 00 seconds West 288.34 feet; thence North 87 degrees 59 minutes 10 seconds West 842.78 feet to the point of beginning.
066-99-0037-000

This is to certify that there are no tax liens or taxes on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT 1999 1998 1997

No. 1375 *R. R. R.* Date DEC 18 1999
WAYNE COUNTY TREASURER Clerk *[Signature]*

12-16-1999 44CL1375

DEED* S 4.00

Exhibit B

POWER OF ATTORNEY

KNOW ALL THESE MEN BY THESE PRESENTS THAT:

Helen Hayes, a single woman

WHOSE ADDRESS IS: 4912 Monroe Dearborn Heights Michigan 48125

(hereinafter called the "Principal"), does hereby constitute and appoint

Sherry E. McDonough, her daughter

WHOSE ADDRESS IS: 5271 Worcester Drive Swartz Creek Michigan 48473

the Attorney-in-Fact (hereinafter called the "Attorney"), of the Principal and in here name, place and stead, to make, sign, endorse, accept, execute, acknowledge and deliver any and all Purchase Agreements and contracts of sale, promissory notes and mortgages, deeds, land contracts, instruments of conveyance, receipts of mortgage proceeds, assumption papers, closing statements and other instruments of every kind, whether of similar or different nature; and generally to do all things which in the judgment of the Attorney are necessary or advisable to be done for the Principal or on his/her behalf, whether within the State of Michigan or elsewhere in the United States, in connection with the sale/purchase by the Principal of a certain parcel of property (hereinafter called "Premises")

located in the City of Romulus Wayne County, Michigan

Mates & Bounds Attached

SEE EXHIBIT A

commonly known as: Vacant Ozga Romulus Michigan 48174

The Principal hereby gives and grants to the Attorney full power and authority to do and perform every act or thing which the Attorney shall deem necessary or advisable in connection with the sale of the Premises as fully to all intents and purposes as the Principal could do if he/she were personally present and acting, and the Principal hereby ratifies and confirms all that the Attorney shall lawfully do or cause to be done pursuant to the terms hereof.

IN WITNESS WHEREOF, the Principal has executed this instrument this,

31 day of August, 1999

Lois Johnson
Witness

Helen Hayes
Helen Hayes, a single 88# 370-22-5713
Woman

David B. Depowski
Witness

STATE OF Michigan

COUNTY OF Wayne

The foregoing instrument was acknowledged before me this 31 day of August, 1999

David B. Depowski By HELEN HAYES, a single woman
Notary Public David B. Depowski County of Wayne My commission expires 07/25/02

AFFIX NOTARY SEAL

AFFIX NOTARY STAMP

Drafted by:

Robert W. Curran
24711 Michigan Avenue
Dearborn Michigan 48124

After recording return to:

Century 21 Curran & Johnson, Inc.
24711 Michigan Avenue
Dearborn Michigan 48124

453978

ESCROW NO.: 483978
DATE : November 17, 1999

"EXHIBIT A"
LEGAL DESCRIPTION

A part of South 3/4 of the West 1/2 of the Northwest 1/4 of Section 17, Town 3 South, Range 9 East, Township of Romulus, Wayne County, Michigan, described as: Beginning at a point on the West line of Section 17, said point being due North 707.38 feet from the West 1/4 corner of said Section 17; thence due North 258.38 feet; thence South 87 degrees 59 minutes 10 seconds East 844.13 feet; thence South 00 degrees 18 minutes 00 seconds West 258.34 feet; thence North 87 degrees 59 minutes 10 seconds West 842.78 feet to the point of beginning.

066-99-0037-000

483978

QUIT CLAIM DEED

THE GRANTOR HELEN HAYES, a single woman whose address is 4912 Monroe, Dearborn Heights, MI 48125

Quit Claims to:

HELEN HAYES AND SHERRY MCDONOUGH, as Joint Tenants with Full Rights of Survivorship whose address is: 4912 Monroe, Dearborn Heights.. MI 48125

Land in the Township of Romulus, County of Wayne, State of Michigan, more fully described as:

A part of South 3/4 of the West 1/2 of the Northwest 1/4 of Sec. 17, T. 3. S., R. 9. E., Township of Romulus, Wayne County Michigan. Described as beginning at a point on the West line of Sec. 17, said point being due North 707.38 ft. from the West 1/4 cor. of said Sec. 17; thence due North 258.38 ft.; thence South 87 degrees 59'10" East 844.13 ft.; thence South no degrees 18'00" West 258.34 ft.; thence North 87 degrees 59'10" West 842.78 ft.; to the point of beginning. Containing 5.000 acres of land.

In consideration of: One (\$1.00) dollar.
Exempt per MCLA 207.526(a) & 207.505(c)

Vacant Land
\$4.00 RECONCILIATION

\$7.00 DEED

10 APR 96 12:04 P.M. RECEI

RECORDED

FOREST E. YOUNGLOD, REGISTER
WAYNE COUNTY, MI

A

EDB

Dated: April 4, 1996

Signed and Delivered in Presence of:

Russell M. Baker
Russell M. Baker

Helen Hayes
HELEN HAYES

Cassandra Terry
Cassandra Terry

STATE OF MICHIGAN
COUNTY OF WAYNE

On this 4th day of April, 1996, before me personally appeared HELEN HAYES who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Cassandra Terry
Notary Public, Wayne County, Michigan
My Commission Expires: 8/3/2000

Tax Parcel #1:
Recording Fee: \$11
Transfer Tax: \$

Return to and send subsequent tax bills to: HELEN HAYES AND SHERRY MCDONOUGH, 4912 Monroe, Dearborn Heights., MI 48125

Instrument Grafted by: RUSSELL BAKER, P52819, UAW-FORL LEGAL SERVICES PLAN, 5220 Oakman, Dearborn, Michigan 48126

NO REVENUE ATTACHED

140

96099987

MIS
QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: Romulus Land Preservation Inc. A Michigan Nonprofit Corporation whose address is 26431 Wellington Franklin, Michigan, 48025

CONVEYS TO The City of Romulus, a Michigan Municipal Corporation whose address is 11111 Wayne Road, Romulus Michigan, 48174
 The following described premises in the City of Romulus, Wayne County Michigan

The legal description of the property is on the attached Rider

Commonly known as Vacant land no street address at the SW corner of Wick and Shook Roads
 Tax Parcel numbers: 80- 066-99-0001-000 and 80-066-99-0007-000

Subject to easements and restrictions of record and the following restriction which shall run with the land in perpetuity: This land shall be used only for municipal purposes. This restriction may be enforced by appropriate action in a court of competent jurisdiction by any nonprofit organization established to promote environmental quality or improvement.

For the full consideration of NONE
 Dated this 30th day of March, 2001.
 WITNESSES

Print Name DAVID J. BENNETT

Romulus Land Preservation Inc. A Michigan Nonprofit Corporation

By Irving F. Keene
 Irving F. Keene, Its President

Print Name JO ELLEN LASTA

State of Michigan
 County of Wayne

On this 30th day of March, 2001 personally appeared Irving F. Keene, President of Romulus Land Preservation, Inc. A Michigan Nonprofit Corporation who being duly sworn depose and said that he has executed this Deed on behalf of the Corporation and that he is fully authorized by the Articles and By Laws of the Corporation to execute this Deed.

Commission Expires 7-18-03
 DAVID J. BENNETT
 NOTARY PUBLIC OAKLAND CO., MI

Notary Public _____ County Michigan
 Treasurer's Certificate

Treasurer's Certificate

ACTING IN WAYNE COUNTY

Recording Fee \$ _____
 Transfer tax None Exempt
 MCLA 207.526a and 207.508a

DRAFTED BY
IRVING F. KEENE
 26431 Wellington Franklin MI 48025
RETURN TO GRANTEE

REDO
NO REVENUE ATTACHED

LEGAL DESCRIPTION
DEED
ROMULUS LAND PRESERVATION INC.
TO
CITY OF ROMULUS

LAND IN THE CITY OF ROMULUS, WAYNE COUNTY MICHIGAN
PARCEL A

LAND IN THE CITY OF ROMULUS, WAYNE COUNTY, STATE OF MICHIGAN,
DESCRIBED AS PART OF THE NORTHWEST 1/4 OF SECTION 17, BEGINNING
AT A POINT ON THE NORTH LINE OF SAID SECTION DISTANT NORTH 87°
11' 40" WEST 25.18 FEET FROM THE NORTH 1/4 CORNER OF SECTION 17
AND PROCEEDING THENCE NORTH 87° 11' 40" WEST ALONG SAID NORTH
LINE 309.23 FEET, THENCE SOUTH 0° 02' 25" EAST 1289.72 FEET,
THENCE SOUTH 87° 49' 38" EAST 301.94 FEET TO THE WEST LINE OF THE
PERE MARQUETTE RAILROAD RIGHT OF WAY, THENCE NORTH 0° 16' 41"
EAST ALONG THE SAID LINE 1286.04 FEET TO THE POINT OF BEGINNING.

PARCEL B

That part of the Northwest 1/4 of Section 17, described as beginning
at a point on the North line of said Section, distant North 87 degrees
11 minutes 40 seconds West, 757.39 feet from the North 1/4 corner of
Section 17, and proceeding thence North 87 degrees 11 minutes 40
seconds West along said North line, 245.78 feet; thence South 0
degrees 00 minutes 19 seconds East, 1297.10 feet; thence South 87
degrees 49 minutes 38 seconds East, 669.24 feet; thence North 0
degrees 02 minutes 25 seconds West, 854.12 feet; thence North 87
degrees 11 minutes 40 seconds West 423 feet; thence North 0 degrees
02 minutes 25 seconds West, 435.60 feet to the point of beginning,
15.62 Acres, more or less.

mis
QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: Romulus Land Preservation Inc. A Michigan Nonprofit Corporation whose address is 26431 Wellington Franklin, Michigan, 48025

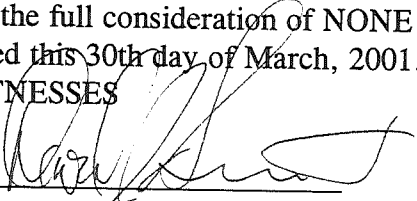
CONVEYS TO The City of Romulus, a Michigan Municipal Corporation whose address is 11111 Wayne Road, Romulus Michigan, 48174
The following described premises in the City of Romulus, Wayne County Michigan

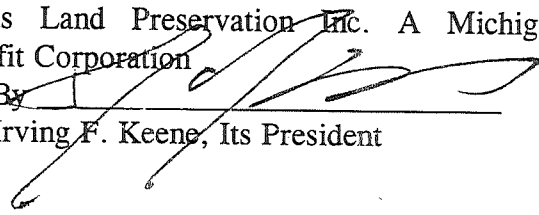
The legal description of the property is on the attached Rider

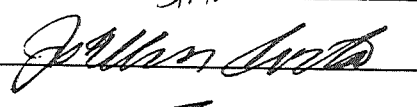
Commonly known as Vacant land no street address at the SW corner of Wick and Shook Roads
Tax Parcel numbers: 80-066-99-0001-000 and 80-066-99-0007-000

Subject to easements and restrictions of record and the following restriction which shall run with the land in perpetuity: This land shall be used only for municipal purposes. This restriction may be enforced by appropriate action in a court of competent jurisdiction by any nonprofit organization established to promote environmental quality or improvement .

For the full consideration of NONE
Dated this 30th day of March, 2001.
WITNESSES

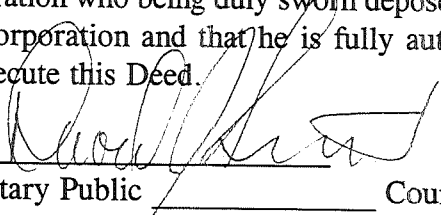

Print Name DAVID J. BENNETT

Romulus Land Preservation Inc. A Michigan Nonprofit Corporation
By 
Irving F. Keene, Its President


Print Name JO ELLEN LASTA
State of Michigan
County of Wayne

On this 30th day of March, 2001 personally appeared Irving F. Keene, President of Romulus Land Preservation, Inc. A Michigan Nonprofit Corporation who being duly sworn deposed and said that he has executed this Deed on behalf of the Corporation and that he is fully authorized by the Articles and By Laws of the Corporation to execute this Deed.

Commission Expires 7-18-03
DAVID J. BENNETT
NOTARY PUBLIC OAKLAND COUNTY
MY COMMISSION EXPIRES 7-18-03


Notary Public _____ County Michigan
Treasurer's Certificate _____

ACTING IN WAYNE COUNTY

Recording Fee \$ _____
Transfer tax None Exempt
MCLA 207.526a and 207.508a

DRAFTED BY
IRVING F. KEENE
26431 Wellington Franklin MI 48025
RETURN TO GRANTEE

RECEIVED
2002 JAN 11 P 2:21
CITY OF ROMULUS
CLERKS OFFICE

REC'D

NO REVENUE ATTACHED

QCD

(2) A-E(A)

LEGAL DESCRIPTION
DEED
ROMULUS LAND PRESERVATION INC.
TO
CITY OF ROMULUS

LAND IN THE CITY OF ROMULUS, WAYNE COUNTY MICHIGAN
PARCEL A

LAND IN THE CITY OF ROMULUS, WAYNE COUNTY, STATE OF MICHIGAN, DESCRIBED AS PART OF THE NORTHWEST 1/4 OF SECTION 17, BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION DISTANT NORTH 87° 11' 40" WEST 25.18 FEET FROM THE NORTH 1/4 CORNER OF SECTION 17 AND PROCEEDING THENCE NORTH 87° 11' 40" WEST ALONG SAID NORTH LINE 309.23 FEET, THENCE SOUTH 0° 02' 25" EAST 1289.72 FEET, THENCE SOUTH 87° 49' 38" EAST 301.94 FEET TO THE WEST LINE OF THE PERE MARQUETTE RAILROAD RIGHT OF WAY, THENCE NORTH 0° 16' 41" EAST ALONG THE SAID LINE 1286.04 FEET TO THE POINT OF BEGINNING.

PARCEL B

That part of the Northwest 1/4 of Section 17, described as beginning at a point on the North line of said Section, distant North 87 degrees 11 minutes 40 seconds West, 757.39 feet from the North 1/4 corner of Section 17, and proceeding thence North 87 degrees 11 minutes 40 seconds West along said North line, 245.78 feet; thence South 0 degrees 00 minutes 19 seconds East, 1297.10 feet; thence South 87 degrees 49 minutes 38 seconds East, 669.24 feet; thence North 0 degrees 02 minutes 25 seconds West, 854.12 feet; thence North 87 degrees 11 minutes 40 seconds West 423 feet; thence North 0 degrees 02 minutes 25 seconds West, 435.60 feet to the point of beginning, 15.62 Acres, more or less.

F788100

L18336 PA470

Furnished by AMERICAN TITLE INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That **JAMES D. GALLAWAY, JR. and GERTRUDE G. GALLAWAY, his wife**
whose address is **3361 Detroit Street, Dearborn, Michigan**

Convey(s) and Warrant(s) to **CITY OF ROMULUS, a Michigan Municipal Corporation**

whose address is **11111 Wayne Road, Romulus, Michigan**

the following described premises situated in the **CITY** of **ROMULUS**
County of **WAYNE** and State of Michigan, to-wit:

That part of the NW 1/4 of Section 17 described as beginning at a point on the West line of the Pere Marquette Railroad Right of Way distant North 88 degrees 28' 15" West 38.89 feet and North 0° 16' 41" East 648.11 feet from the center 1/4 corner of Section 17 and proceeding thence North 0° 16' 41" East along said West line 192.2 feet; thence North 87° 59' 20" West 1303.57 feet; thence South 0° 00' 43" West 196.60 feet; thence South 88° 08' 58" East 1302.56 feet; to the point of beginning except the Northerly 130 feet of the Easterly 575 feet thereof.

RECORDED FEB 13 1973 AT 1256 O'CLOCK
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

for the full consideration of -----\$13,300.00-----

subject to rights of the public and of any governmental unit in any part thereof taken, deeded or used for street, road or highway purposes.

Dated this **30th** day of **January** 1973

Witnesses:

Signed and Sealed:

Edmund Bizek
EDMUND BIZEK

James D. Gallaway Jr. (L.S.)
James D. Gallaway, Jr.

Edward M. Bunn
Edward M. Bunn

Gertrude G. Gallaway (L.S.)
Gertrude G. Gallaway

STATE OF MICHIGAN
COUNTY OF **WAYNE**

WAYNE
COUNTY

STATE OF
MICHIGAN

REAL ESTATE
TRANSFER TAX

ss. of FEB 13 '73
Taxation



14.85
P.B. 10561

(L.S.)

(L.S.)

The foregoing instrument was acknowledged before me this **30th** day of **January** 1973
by **James D. Gallaway, Jr. and Gertrude G. Gallaway, his wife**

My commission expires

AUG. 7, 1976

Notary Public **WAYNE** County, Michigan

Instrument
Drafted by **Chester Podgorny**

Business Address **32508 Michigan, Wayne, Mi.**

This is to certify that there are no tax liens on the property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT

No. **994**
FEB 13 1973
Wayne County Treasurer
Clerk **Louis H. Funk**

City Treasurer's Certificate

Recording Fee
State Transfer Tax **14.85**

When recorded return to **ELSMAN, YOUNG & O'ROURKE**
2050 GUARDIAN BUILDING
DETROIT, MICHIGAN 48226

Send subsequent tax bills

to

Tax Parcel #

990006
990005

WICK RD.

SECTION 8
SECTION 17

BARLOW DRAIN

(X1)

(W)

(K2)

(H1c)
(J1a)

(H1b3)
N. 0.34 Ac.
R. 0.05 Ac.
T. 0.39 Ac.

990027

990026

NET 2.00 Ac.
ROAD 0.24 Ac.
TOTAL 2.24 Ac.

N. 4.82 Ac.
R. 0.26 Ac.
T. 5.08 Ac.

N. 9.59 Ac.
R. 0.51 Ac.
T. 10.10 Ac.

(K1)

(H)
N.
R.
T.

990008

N. 7.47 Ac.
R. 0.02 Ac.
T. 7.49 Ac.

(H2)
(J1b)
(J2)

990007

NET 15.43
ROAD 0.19
TOTAL 15.62

(Z1a1a3)

990034

NET 7.43 Ac.
ROAD 0.05 Ac.
TOTAL 7.48 Ac.

(Z1b)

990039

15.05 Ac.

NET 4.80 Ac.
ROAD 0.20 Ac.
TOTAL 5.00 Ac.

NET 4.80 Ac.
ROAD 0.20 Ac.
TOTAL 5.00 Ac.

NET 9.19 Ac.
ROAD 0.49 Ac.
TOTAL 9.68 Ac.

NET 3.66 Ac.
ROAD 0.19 Ac.
TOTAL 3.85 Ac.

NET 4.80 Ac.
ROAD 0.20 Ac.
TOTAL 5.00 Ac.

(M2b)

990013

NET 3.99 Ac.
ROAD 0.10 Ac.
TOTAL 4.09 Ac.

N. 0.93 Ac., R. 0.04 Ac., T. 0.97 Ac.

(Z)

(Z2c)

990044

(N)

99001

N. 13.
R. 0.

17K1

E124994

17K

WARRANTY DEED

STATUTORY FORM

L12934PA465

17K1

KNOW ALL MEN BY THESE PRESENTS: That JOHN MacDERMAID and MARGARET MacDERMAID, his wife,

Convey and Warrant to TOWNSHIP OF ROMULUS, Wayne County, Michigan

whose Street Number and Postoffice address is 36572 Goddard Road, Romulus, Michigan

the following described premises situated in the Township of Romulus County of Wayne and State of Michigan, to-wit:

Part of the Northwest 1/4 of Section 17, Town 3 South, Range 9 East, Romulus Township, Wayne County, Michigan, described as: Beginning at a point on the North line of Section 17 distant North 87 degrees 11 minutes 40 seconds West 1003.19 feet from the North 1/4 corner of said Section and proceeding thence South 0 degrees 02 minutes 33 seconds East 1297.25 feet; thence North 87 degrees 43 minutes 42 seconds West 334.62 feet; thence North 0 degrees 03 minutes 24 seconds West 990.90 feet; thence South 87 degrees 11 minutes 40 seconds East 314.32 feet; thence North 0 degrees 02 minutes 33 seconds West 310.10 feet; thence South 87 degrees 11 minutes 40 seconds East 20 feet to the point of beginning. 7.485 acres.

together with all and singular the tenements, heriditaments and appurtenances thereunto belonging or in anywise appertaining,

for the sum of \$1.00 - - - - - One Dollar(s)

and other valuable considerations;

subject to

Dated this 26th day of November, A.D. 19 55.

Signed, Sealed and Delivered in Presence of:

Signed and Sealed:

* B. B. MOSHIER

* JOHN MacDERMAID

* M. R. SCHUMPER

* MARGARET MacDERMAID

RECORDED FEB 17 1956 AT 137 O'CLOCK
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY 26. MICHIGAN

STATE OF MICHIGAN {
COUNTY OF Wayne ss.

On this 26th day of November, A.D. 1955 before me personally appeared JOHN MacDERMAID and MARGARET MacDERMAID, his wife,

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My Commission expires October 13, A.D. 19 59. * Notary Public, Wayne County, Michigan

*PRINT, TYPEWRITE OR STAMP names of persons executing this instrument; also names of the Witnesses and Notary Public immediately underneath such signatures. See Act 103, P. A. 1937.

County Treasurer's Certificate

This is to certify that there are no tax liens or titles on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT 1955 TWP not examined
No. 8374 Harold E. Stoll
WAYNE COUNTY TREASURER
FEB 17 1956
Clerk

City Treasurer's Certificate



When recorded return to:

Lawrence Plank
37652-Goddard Road
Romulus Mich

MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING BURTON TITLE INSURANCE

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1866

Section 17

990008

N. 7.47 Ac.
R. 0.02 Ac.
T. 7.49 Ac.

TOTAL 2.31 Ac.

N. 0.89 Ac.
R. 0.18 Ac.
T. 1.07 Ac.

990032

Z1a1a2

N. 0.77 Ac.
R. 0.15 Ac.
T. 0.92 Ac.

990033

Z1a1a3

990034

NET 7.43 Ac.
ROAD 0.05 Ac.
TOTAL 7.48 Ac.

Z1b

990039

15.05 Ac.

Z1a1b

990035

NET 4.80 Ac.
ROAD 0.20 Ac.
TOTAL 5.00 Ac.

Z1a1c

990036

NET 4.80 Ac.
ROAD 0.20 Ac.
TOTAL 5.00 Ac.

Z1a1d

990037

NET 4.80 Ac.
ROAD 0.20 Ac.
TOTAL 5.00 Ac.

Z1a2

990038

N. 0.93 Ac., R. 0.04 Ac., T. 0.97 Ac.

M2b

990013

Z2a1a

990040

NET 4.31 Ac.
ROAD 0.16 Ac.
TOTAL 4.47 Ac.

Z2a1b
Z2a2

Z2c

990044

10.39 Ac.

Z2b1

990042

N. 2.24 Ac.
R. 0.25 Ac.
T. 2.49 Ac.

Z2b2

990043

2.48 Ac.

V2

0.39 Ac.

V1

0.61 Ac.

U

0.6

SEC. 17

990024

990

Mc BRIDE

N.W. 1/4 OF
S.W. 1/4 OF

SEC. 17

0025

E519899 ✓

25c

WARRANTY DEED

This conveyance, made this 19 day of MAY, 1960, m/7

from WAYNE DISPOSAL INC., a Michigan Corporation, as the First Party,
to the TOWNSHIP OF ROMULUS, a body corporate and politic, of Wayne
County, Michigan, as the Second Party,

WITNESSETH: That the First Party, for and in consideration of
the sum of One (\$1.00) Dollar, the receipt of which sum is hereby acknowledged,
and for other good and valuable considerations, has granted, bargained, sold
and conveyed and hereby grants, bargains, sells, and conveys unto the
Second Party, its heirs and assigns, that certain real property situate and
being in the Township of Romulus of the County of Wayne and State of
Michigan, described as:

Commencing at the section corner common to Sections 7,
8, 17 & 18, T. 3 S., R. 9 E., Romulus Township, Wayne
County, Michigan; thence due South along the Section line
common to Sections 17 and 18, 654.80 ft.; thence South
86 deg., 50 min., East 847.78 ft. to a place of beginning
of the following described area: South 0 deg., 07 min.,
10 sec., West 1301.42 ft., thence South 88 deg., 05 min.,
30 sec., East 500.00 ft., thence North 0 deg., 07 min.,
10 sec., East 1290.40 ft., thence North 86 deg., 50 min.,
West 500.46 ft., to the place of beginning. Said area to
include 15.045 acres more or less;

and ALSO:

A part of the South 3/4 of the West 1/2 of the N.W. 1/4
of Sec. 17, T. 3 S., R. 9 E., Romulus Twp., Wayne
County, Michigan; and being more particularly described
as follows: (Beginning at a point on the West line of
Sec. 17, North 657.38 ft., from the West 1/4 corner
of Sec. 17; thence South 87 deg., 59 min., 10 sec.,
East 842.52 ft. to a point; thence North 0 deg., 18 min.,
East 50.0 ft. to a point; thence North 87 deg., 59 min.,
10 sec., East 842.52 ft. to a point; thence North 0 deg.,
18 min., East 50.0 ft. to a point; thence North 87 deg.,
59 min., 10 sec., West 842.52 ft. to a point in the
West line of Sec. 17; thence South 50.0 ft. to a point of
beginning, containing one (1) acre of land, more or less.

TO HAVE AND TO HOLD the described and bargained property, together with
all and singular the rights, members, and appurtenances thereunto belonging
or in anywise appertaining to the Second Party, its heirs and assigns, forever,

Page One

JUN 13 1960 4046 E: 0.00050

RECORDED JUN 13 1960 AT 12:13 P.M.
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY 26, MICHIGAN

THIS IS TO CERTIFY THAT THERE ARE NO TAX LIES OR LIES ON THIS
PROPERTY AND THAT IT IS TO BE PAID FOR FIVE YEARS PREVIOUS
TO DATE OF THIS INSTRUMENT EXCEPT
4046
JUN 13 1960
WAYNE COUNTY
CLERK

upon the express condition that the property be dedicated by the Second Party solely for civic uses and it is to be enjoyed for such purposes by the public generally for not less than twenty-five (25) years. Thereafter the Second Party shall hold said property without right or interest of reversion by First Party. Upon the failure of the Second Party or its successors in interest to fully perform the express condition as to the dedication herein above set forth, such failure shall constitute a defeasance, and the estate herein conveyed to the Second Party shall be forfeited and shall forthwith revert to the First Party, its successors or assigns, with the immediate right of re-entry and possession of the premises herein conveyed; and if any part of the premises herein conveyed be not used for purposes for which they are to be dedicated, or at any time cease to be used for such purposes, or at any time be used for any other purpose, said part or parts shall immediately revert to the First Party, its successors, or assigns; and it shall be lawful for the First Party, its successors or assigns to re-enter and repossess them or any portion thereof, and thereafter to peaceably hold and enjoy them as if this conveyance had not been made; provided however that non-use of the property for civic purposes shall not result in a defeasance of title. The Second Party shall have the right to transfer its interest in the premises herein conveyed to the State of Michigan or to some other lawfully established public authority or public commission, but such conveyance shall nevertheless be subject to all the provisions contained in this instrument.

The First Party hereby warrants and will forever defend the title to the described and bargained real property against the lawful claims of all persons whomsoever; subject, however, to easements and building and use restrictions of record.

Dated this 19 day of MAY, ¹⁹⁶⁰~~1959~~.

Signed in presence of:

Edward S. Padala

Anthony J. Boni

WAYNE DISPOSAL INC.,
a Michigan Corporation

By: Michael J. Ferrantino
Michael J. Ferrantino, its President

Estela Ferrantino
Estela Ferrantino, its Secretary

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS.

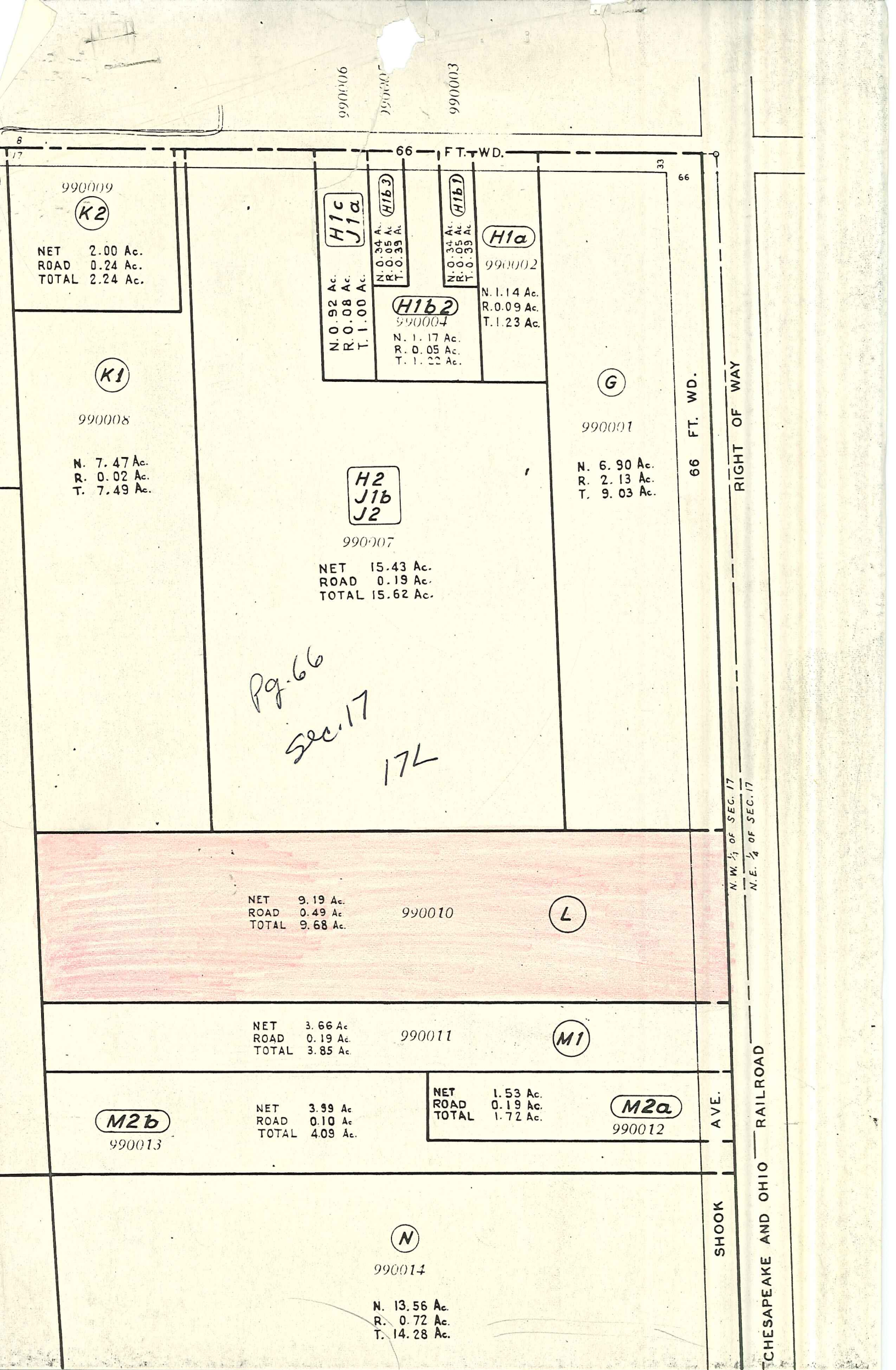
On this 19 day of MAY, 1960, before me a

Notary Public in and for said County, personally appeared MICHAEL J. FERRANTINO and ESTELA FERRANTINO, to me personally known, who, being by me duly sworn, did depose and say that they are respectively the President and Secretary of Wayne Disposal Inc., a Michigan Corporation, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said MICHAEL J. FERRANTINO, President and ESTELA FERRANTINO, Secretary, acknowledged said instrument to be the free act and deed of said corporation.

Betty R. Brown

Notary Public, Wayne County, Michigan

My Commission expires: May 23, 1960



out of which

LI 16584 PA 261

WARRANTY DEED

F261605

STATUTORY FORM

KNOW ALL MEN BY THESE PRESENTS: That ALLEN M. TAMLER, a single man

whose address is* 14631 Sherwood Court, Oak Park, Michigan 48237

Convey S and Warrant S to TOWNSHIP OF ROMULUS, an unincorporated political subdivision of the State of Michigan

whose street number and postoffice address is 36572 Goddard Road, Romulus, Michigan

the following described premises situated in the Township of Romulus County of Wayne and State of Michigan, to-wit: A parcel of land in the east 1/2 of the northwest 1/4 of Section 17, town 3 south, range 9 east, described as: Beginning at a point which is north 87 degrees 11 minutes 40 seconds west 49.5 feet and south 0 degrees 00 minutes 08 seconds East 1286.55 feet from the north 1/4 corner of said section 17, thence north 87 degrees 43 minutes 32 seconds west 1288.98 feet; thence south 0 degrees 03 minutes 24 seconds east 325.25 feet; thence south 87 degrees 54 minutes 43 seconds east 1288.67 feet; thence north 0 degrees 00 minutes 08 seconds west 321.64 feet to point of beginning, containing 10 acres of land, more or less, according to survey by J. D. Benjamin, Registered Civil Engineer, Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,

for the sum of FIFTEEN THOUSAND THREE HUNDRED (\$15,300) -----

and other valuable considerations;

subject ~~to~~ also to easements and restrictions of record.

RECORDED FEB 27 1968 AT 4:26 P
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

Dated this 29th day of JANUARY 19 68

Signed in the presence of:

Signed by:

Margaret Fishman
Margaret Fishman

Allen M. Tamler
Allen M. Tamler, a single man

Herbert M. Eiges

WAYNE COUNTY
017125

STATE OF MICHIGAN REAL ESTATE
TRANSFER TAX
Dept. of FEB 27 '68
Taxation
P.B. 10561
= 17.05

STATE OF MICHIGAN } ss.
COUNTY OF Wayne }

On this 29th day of JANUARY 19 68 before me personally appeared ALLEN M. TAMLER, a single man

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

17L

Margaret Fishman
Margaret Fishman Notary Public,
Wayne County, Michigan

My Commission expires 2/19/71 19

County Treasurer's Certificate

This is to certify that there are no tax liens or titles on the property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT 1967 NOT EXAMINED

No. 3557

FEB 27 1968

Louis H. Frank
WAYNE COUNTY TREASURER
Clerk Chominski

City Treasurer's Certificate

When recorded return to:

Recording Fee
U.S. Rev. Stamps

Drafted by:* HERBERT M. EIGES
Business address: 2950 Guardian Bldg.
Detroit 48226

*See note re P.A. 1963, No.150, on reverse side.

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1886

MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING BURTON TITLE INSURANCE

F261605

FEB 27 1968 3557 A 000650

RECORDED JUN 29 1971 AT 1024
 BERNARD A. YOUNGBLOOD, Register of Deeds
 WAYNE COUNTY, MICHIGAN 48226

F607365

03 Dia
F607365 PA 938

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the Township of
 Romulus, a municipal corporation, the post office address of which is 36572
 Goddard Road, Romulus, Michigan, does hereby quit claim to the County of
 Wayne, Michigan, a body politic and corporate, the post office address of
 which is City-County Building, Detroit, Michigan, the following described
 premises located in the Township of Romulus, County of Wayne, Michigan,
 to wit:

That part of the N. E. 1/4 of Section 3, T. 3 S.,
 R. 9 E., Romulus Township, Wayne County,
 Michigan, described as beginning at the center
 1/4 corner of Section 3 and proceeding thence N.
 0° 06' 19" West along the North and South 1/4
 section line 512.85 feet; thence N. 89° 53' 50" East 1980.80
 feet to the center line of Henry Ruff Road; thence S. 51°
 33' 20" West along center line of Henry Ruff Road 234.79
 feet; thence S. 43° 14' 20" West 504.90 feet to the east and
 west 1/4 line of said Section 3; thence S. 89° 53' 50" West
 1450.10 to the point of beginning, said parcel containing
 20.00 acres,

together with all and singular the tenements, hereditaments and appurtenances
 thereunto belonging or in anywise appertaining, for the sum of One Dollar
 and other good and valuable considerations.

Dated this 2 day of October, 1969.

WITNESSED BY:

Mary M. Sabock
 MARY M. SABOCK

Ruth M. Wood
 RUTH M. WOOD

TOWNSHIP OF ROMULUS
 a municipal corporation

By: Roderick E. Smith
 Roderick E. Smith
 Its Supervisor

By: Alfred J. Perry
 Alfred J. Perry
 Its Clerk

State of Michigan)
) SS.
 County of Wayne)

On this 2 day of October, 1969, before
 me personally appeared Roderick E. Smith and Alfred J. Perry
 known to me to be the Supervisor and its Clerk of said Township, and being
 first duly sworn, said that this instrument was signed in behalf of said
 municipal corporation by authority of its Township Board and its electors and
 acknowledged said instrument to be the free act of said Township.

RETURN TO GRANTEE

Drafted by:

Notary Public, Wayne County, Michigan

My commission expires:

NO REVENUE ATTACHED

John E. Young
 2050 Guardian Bldg., Detroit, MI

DEANNA TOVENDUSKI
 Notary Public, Wayne County, Mich.
 My Commission Expires June 23, 1973

F607365

MAP SUB. LOT SPLIT
 TITLE INSURANCE - ABSTRACTS - ESCROWS

F607364

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the ROMULUS COMMUNITY SCHOOLS, Wayne County, Michigan, a School District organized under the laws of the State of Michigan, the post office address of which is 36540 Grant Road, Romulus, Michigan, does hereby Quit Claim to the COUNTY OF WAYNE, MICHIGAN, a body politic and corporate, the post office address of which is City-County Building, Detroit, Michigan, the following described premises located in the Township of Romulus, County of Wayne, State of Michigan, to-wit:

That part of the Northeast 1/4 of Section 3, Town 3 South, Range 9 East, Romulus Township, Wayne County, Michigan, described as beginning at a point on the North and South 1/4 Section line distant North 0 degrees 06 minutes 19 seconds West 512.85 feet from the center 1/4 corner of Section 3 and proceeding thence North 0 degrees 06 minutes 19 seconds West along said line, 391.02 feet; thence North 89 degrees 53 minutes 50 seconds East 2475.19 feet; thence South 51 degrees 33 minutes 20 seconds West along the center line of Henry Ruff Road, 630.32 feet; thence South 89 degrees 53 minutes 50 seconds West 1980.80 feet to the point of beginning, said parcel containing 20.00 acres,

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One (\$1.00) Dollar and other good and valuable considerations, exempt under Public Act 327 of 1968, as amended, Section 5 (h) (i).

Dated this 24th day of May, 1971.

WITNESSED BY:

Jason P. Lovette
Jason P. Lovette
Gervazio Canejo
Gervazio Canejo

ROMULUS COMMUNITY SCHOOLS

By Carl W. Morris
Carl W. Morris, Its President

By Davis B. Draper
Davis B. Draper, Its Secretary

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss.

RECORDED JUN 29 1971 AT 10:23
BARNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

On the 24th day of May, A. D. 1971, before me personally appeared CARL W. MORRIS and DAVIS B. DRAPER, to me personally known, who being duly sworn, did each for himself say that they are respectively the President and Secretary of Romulus Community Schools, a Michigan Municipal Corporation, that the seal affixed to said instrument is the seal of said Romulus Community Schools, that said instrument was signed and sealed on behalf of the said Romulus Community Schools by authority of its Board of Education, and that the said President and Secretary acknowledged said instrument to be the free act and deed of said Romulus Community Schools.

Drafted by:
B. B. Moshier
Attorney at Law
36830 Goddard Road
Romulus, Michigan

Verona O'Brien Showalter
Verona O'Brien Showalter
Notary Public - Wayne County, Michigan
My Commission expires:
January 23, 1972

NO REVENUE ATTACHED RETURN GRANTEE

F607364

MAP SUB LOT SPLIT

FC07374

03 D1a15

F1E:17746 PA948

QUIT CLAIM DEED

PT 03 D1a2
F2

THIS INDENTURE, made this 17th day of June, 1971,

between the County of Wayne, Michigan, a body politic and corporate,
organized under the laws of the State of Michigan, party of the first part,
whose post office address is City-County Building, Detroit, Michigan, and
the City of Romulus, a municipal corporation, whose post office address
is 36572 Goddard Road, Romulus, Michigan, party of the second part,

WITNESSETH: That the said party of the first part, exempt under
Public Act 327 of 1968, Section 5 (h)(i), for and in consideration of One
Dollar (\$1.00) and other good and valuable consideration, to it in hand paid
by the party of the second part, the receipt of which is hereby confessed and
acknowledged, does by these presents remise, release and forever quit
claim, subject to the reversionary right and possibility of reverter hereinafter
set forth, unto the said party of the second part, and to its successors, the
following described property situated in the County of Wayne, State of
Michigan, to wit:

That part of the N. E. 1/4, Sec. 3, T 3 S., R. 9 E.,
Romulus Township, Wayne County, Michigan, described
as beginning at a point on the East and West 1/4 line of said
Sec. 3 N. 89° 53' 50" E., 947.65 feet from the center 1/4
corner of said Sec. 3 and proceeding from said point of beginning
N. 0° 23' 00" W., 903.87 ft., thence N. 89° 53' 50" E., 1529.09
feet to the center line of Henry Ruff Road; thence S. 51° 32' 25" W.
860.67 ft. and S. 43° 11' 05" W., 507.97 feet along the center
line of said Henry Ruff Road to the East and West 1/4 line of
said Sec. 3; thence S. 89° 53' 50" W., 501.47 feet along the
East and West 1/4 line of said Sec. 3 to the point of beginning.
Containing 20.337 acres more or less.

together with all and singular the tenements, hereditaments and appurtenances
thereunto belonging or in anywise appertaining.

The grantee for itself and for its successors covenants and agrees
that the property herein conveyed pursuant to the Resolution of the Wayne
County Board of Commissioners dated June 4, 1970, will be used for
park, recreation or allied purposes, and if at any time the grantee or its
successors ceases to use it for such purpose or purposes, the title to said
property shall revert to and the said property shall become the property of

NO REVENUE ATTACHED

30
JUN 29 1971
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

FC07374

MAP
SUB.
LOT
SPLIT

QUIT CLAIM DEED

L17746 PA946

F607373

THIS INDENTURE, made this 17th day of June, 1971,

between the COUNTY OF WAYNE, MICHIGAN, a body politic and corporate, organized under the laws of the State of Michigan, party of the first part, whose post office address is City-County Building, Detroit, Michigan, and the ROMULUS COMMUNITY SCHOOLS, Wayne County, Michigan, whose post office address is 36540 Grant Road, Romulus, Michigan 48174, party of the second part,

WITNESSETH: That the said party of the first part, for \$1.00 and other good and valuable consideration, exempt under Public Act 327 of 1968, as amended, Section 5 (h) (i), does by these presents remise, release and forever quit claim, subject to the reversionary right and possibility of reverter hereinafter set forth, unto the said party of the second part, and its successors, the following described property situated in the Township of Romulus, County of Wayne, State of Michigan, to-wit:

That part of the Northeast 1/4, Section 3, Town 3 South, Range 9 East, Romulus Township, Wayne County, Michigan, described as beginning at the center 1/4 corner of said Section 3 and proceeding thence North 0 degrees 23 minutes 00 seconds West, 903.87 feet along the North and South 1/4 line of said Section 3, thence North 89 degrees 53 minutes 50 seconds East, 947.65 feet; thence South 0 degrees 23 minutes 00 seconds East, 903.87 feet to the East and West 1/4 line of said Section 3; thence South 39 degrees 53 minutes 50 seconds West, 947.65 feet along said East and West 1/4 line to the point of beginning. Containing 19.66 acres more or less,

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

The grantee for itself and for its successors covenants and agrees that the property herein conveyed pursuant to the Resolution of the Wayne County Board of Commissioners dated June 4, 1970, will be used for school or allied educational purposes, and if at any time the grantee or its successors ceases to use it for such purpose or purposes, the title to said property shall revert to and the said property shall become the property of the County of Wayne. This covenant shall be construed as a covenant running with the land.

NO REVENUE ATTACHED

RECORDED JUN 29 1971
BERNARD J. YOUNGLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

FC07374

03 D1a15

FILE 17746 PA948

QUIT CLAIM DEED

PT 7 03 D1a15
F2

THIS INDENTURE, made this 17th day of June, 1971,

between the County of Wayne, Michigan, a body politic and corporate,
organized under the laws of the State of Michigan, party of the first part,
whose post office address is City-County Building, Detroit, Michigan, and
the City of Romulus, a municipal corporation, whose post office address
is 36572 Goddard Road, Romulus, Michigan, party of the second part,

WITNESSETH: That the said party of the first part, exempt under
Public Act 327 of 1968, Section 5 (h)(i), for and in consideration of One
Dollar (\$1.00) and other good and valuable consideration, to it in hand paid
by the party of the second part, the receipt of which is hereby confessed and
acknowledged, does by these presents remise, release and forever quit
claim, subject to the reversionary right and possibility of reverter hereinafter
set forth, unto the said party of the second part, and to its successors, the
following described property situated in the County of Wayne, State of
Michigan, to wit:

That part of the N.E. 1/4, Sec. 3, T 3 S., R. 9 E.,
Romulus Township, Wayne County, Michigan, described
as beginning at a point on the East and West 1/4 line of said
Sec. 3 N. 89° 53' 50" E., 947.65 feet from the center 1/4
corner of said Sec. 3 and proceeding from said point of beginning
N. 0° 23' 00" W., 903.87 ft., thence N. 89° 53' 50" E., 1529.09
feet to the center line of Henry Ruff Road; thence S. 51° 32' 25" W.
860.67 ft. and S. 43° 11' 05" W., 507.97 feet along the center
line of said Henry Ruff Road to the East and West 1/4 line of
said Sec. 3; thence S. 89° 53' 50" W., 501.47 feet along the
East and West 1/4 line of said Sec. 3 to the point of beginning.
Containing 20.337 acres more or less.

together with all and singular the tenements, hereditaments and appurtenances
thereunto belonging or in anywise appertaining.

The grantee for itself and for its successors covenants and agrees
that the property herein conveyed pursuant to the Resolution of the Wayne
County Board of Commissioners dated June 4, 1970, will be used for
park, recreation or allied purposes, and if at any time the grantee or its
successors ceases to use it for such purpose or purposes, the title to said
property shall revert to and the said property shall become the property of

NO REVENUE ATTACHED

30
JUN 29 1971
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

OK
7-7

FC07374

MAP
SUB.
LOT
SPLIT

the County of Wayne. This covenant shall be construed as a covenant running with the land.

IN WITNESS WHEREOF, the County of Wayne, the party of the first part, causes these presents to be executed in its name by Robert E. FitzPatrick

FitzPatrick, Chairman of the Board of Commissioners, and

Joseph B. Sullivan, Wayne County Clerk

Dated this 17th day of June, 1971.

WITNESSED BY:

Joseph V. Chacochak
Joseph V. Chacochak
Sophia C. Majocha
Sophia C. Majocha

COUNTY OF WAYNE, a body corporate and politic under the laws of the State of Michigan

By: Robert E. FitzPatrick
Chairman, Wayne County Board of Commissioners

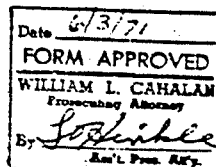
By: Joseph B. Sullivan
Wayne County Clerk
Joseph B. Sullivan

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

On this 17th day of June, 1971, before me personally appeared Robert E. FitzPatrick and Joseph B. Sullivan, to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the Chairman of the Board of Commissioners and Wayne County Clerk of the County of Wayne, Michigan, and that said instrument was signed and sealed on behalf of the County of Wayne, by authority of its Board of Commissioners, and the said Chairman of the Board and Wayne County Clerk acknowledge said instrument to be the free act and deed for said County of Wayne, Michigan.

Carolyn R. Nichols
Notary Public, Wayne County,
Michigan My commission expires:
Jan. 8, 1972
Carolyn R. Nichols

RETURN TO
Drafted by JOHN E. YOUNG
ELSMAN, YOUNG & O'ROURKE
2050 Guardian Building
Detroit, Michigan



RETURN TO

AMENDMENT TO
CONTRACT REGARDING TEMPORARY USE OF LAND

IT IS AGREED between the parties specified below that the following amendment is hereby put into immediate force with respect to the principle agreement made and entered into the 14th day of January, A.D. 1974 between the ROMULUS COMMUNITY SCHOOL DISTRICT and the CITY OF ROMULUS in regards to the land adjacent to land owned by the City of Romulus, known as Romulus Park #1. Said adjacent lands being specified in detail in Section 1), 2) and 3); pages 1 and 2 of the original agreement.

1) That the previous agreement shall remain in full force and effect as originally drawn with the additional provision that in all cases where reference is made to "Winter Recreational Purposes", "Winter Sports Program", or "Winter Sports Recreational Activity" or any other wording of the same effect which implies seasonal limitation on the agreement in question shall not be construed to limit the use of the land for the City of Romulus to the winter season.

2) The obligation of the City of Romulus to maintain, protect and restore the land in question, and it's responsibility to indemnify the Romulus Community School District and to provide insurance and other necessary protections shall not be limited by this amendment.

WITNESSETH:

Carl W. Morris

ROMULUS COMMUNITY SCHOOL DISTRICT,

By: David Badd

Its President

By: Gloria M. Chandler

Its Secretary

Theresa D. Ryan

CITY OF ROMULUS, a Home Rule City

By: Jimmy L. Smith

Its Mayor

Sandra J. Block

By: [Signature]

Its CLERK

CONTRACT REGARDING TEMPORARY USE OF LAND

AGREEMENT made and entered into this 14th day of January, A.D. 1974 by and between the ROMULUS COMMUNITY SCHOOLS DISTRICT, a _____, hereinafter called "First Party" and/or "School District", and the CITY OF ROMULUS, a Michigan home rule city in Wayne County, Michigan, hereinafter called "Second Party" and/or "City",

WHEREAS, the CITY OF ROMULUS proposes the use of three (3) parcels of public land for certain winter recreational purposes designed for the use and benefit of the public, said parcels of land being the following:

1) Said parcel of land is owned by the City of Romulus and is more specifically described as follows:

Part of the Northeast 1/4 of Section 3, Town 3 South, Range 9 East, beginning at a point distant North 89°53'50" East 947.65 feet from the center 1/4 corner of Section 3; thence North 0°23'00" West 903.87 feet; thence North 89°53'50" East 1529.09 feet; thence South 51°32'25" West 8960.67 feet; thence South 43°11'05" West 507.97 feet; thence South 89°53'50" West 501.47 feet to the point of beginning.

Containing 20.34 Acres

2) Parcel 2 of said land is owned by the Romulus Community Schools District, a more specific description of which is as follows:

Part of the Northeast 1/4 Section 3, Town 3 South, Range 9 East, beginning at the center 1/4 corner of Section 3; thence North 0°23'00" West 903.87 feet;

thence North 89°53'50" East 947.65 feet;
thence South 0°23'00" East 903.87 feet;
thence South 89°53'50" West 947.65 feet
to the point of beginning.

Containing 19.66 Acres.

3) Parcel 3 of said land is owned by the County of Wayne, a more specific description of which is as follows:

That part of the Northeast 1/4 of Section 3, described as beginning at a point on the West line of Merriman Road, distant South 0°34'20" West 60 feet and South 89°51'20" West 44.88 feet from the Northeast corner of Section 3 and proceeding thence along said line South 2°24'07" West 381.29 feet and on a tangent curve to the left radius 5,789.58 feet arc 184.89 feet and South 0°34'20" West 1141.86 feet; thence South 51°33'20" West along the center line of Henry Ruff Road 47.43 feet; thence South 89°53'50" West 2,475.19 feet; thence along the North and South 1/4 Section line North 0°6'19" West 437.76 feet and North 0°34'22" West 1,297.30 feet; thence 89°51'20" East along the South line of Van Born Road 2,559.12 feet to the point of beginning.

Containing 100.96 Acres, and

WHEREAS, the City of Romulus contemplates the establishment, upon said parcels, of one or more snowmobile courses with possible areas set aside for toboggan slides, unpowered sleds, with possible areas for cross-country skiing; also with possible areas for the establishment and maintenance of an ice skating rink, and

WHEREAS, the City of Romulus proposes to make certain capital expenditures in connection with said use, including the location of appropriate toilet facilities for men and women,

(2)

warming rooms, barriers to separate possible uses, earth banks for turn areas if deemed advisable or necessary, stump or other hazard removal to minimize danger to public users, and other capital outlays, whether enumerated in this agreement or not, deemed necessary and advisable for the maintenance, supervision, and operation of said total facility, and

WHEREAS, the City of Romulus contemplates a nominal charge for such use by the public, which charge is calculated only to defray initial capital outlay, initial operating expense, and initial charges, but no profit to it, and

WHEREAS, the School District recognizes the public purpose of the proposed use of said land by the City of Romulus and is prepared to permit the use of Parcel 2 by the City of Romulus as a tenant at will subject, however, to defined rights of termination of said use, full indemnification of the School District and each and every agency, commission, officer or employee of the School District against insurance claims in tort, contract, implied contract, or any and all other losses of any kind or nature, and

WHEREAS, the School District also requires the assurance of restoration of land granted to the City as tenant at will in substantially its original state, upon request and at the expense of the City, and

WHEREAS, the City of Romulus consents to all of said terms and conditions, and

(3)

WHEREAS, the School District agrees to make no charge to the City for said use, except the cost of providing the insurance and possible cost of restoration of the land as are contained otherwise in this agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and of ONE (\$1.00) DOLLAR and other good and valuable considerations herein expressed, IT IS AGREED AS FOLLOWS:

1. Both the School District and the City agree that the City will be permitted to occupy the above described land, owned by the School District, as a tenant at will without payment to the School District of any consideration as rent, but that the grant of said use is purely for public purposes and for no other purpose or purposes whatever, to-wit: recreational use for winter sports activities.

2. The School District shall have the right to reclaim said land and to terminate the tenancy at will upon the giving of forty-five (45) days notice to the City of Romulus, which notice requirement is calculated only to permit the City, within said period, to remove any and all improvements installed upon said land in an orderly manner and to restore the land to its original condition or substantially its original condition.

3. The School District shall have the right, but not the duty, to inspect, reinspect and to supervise, if it deems fit, said winter sports recreation program to insure compliance

(4)

with the terms and conditions of this agreement and to enter upon the land, or any portion thereof, including Parcels 1, 2, and 3 as above described, to assure such compliance.

4. Upon the termination of use, should the City for any reason fail, neglect or refuse to remove any installed improvements including fences, barricades, banked areas, toilet facilities, toboggan slides, or any other improvement, whether described herein or not, or should the City fail to restore the land to substantially the same condition as when delivered the School District, acting through any department or agency thereof, shall be permitted to make such restoration and to be held harmless and to be paid for the cost of any such restoration by the City or Romulus promptly upon demand following written notice to the City and an opportunity to forthwith, weather permitting, as soon as is reasonably possible, to make such restoration or removal.

5. The City agrees to full indemnify the School District and each and every department, agency, commission or commissioner, agent or employee, or officer of the School District against claims or losses, demands from the public, or any member thereof, in tort or contract, express or implied, arising out of the use of said land or the operation of said winter sports activity by the public or any member thereof, and the City agrees to insure the School District during the full term of its use with casualty insurance issued by an insurer acceptable to the School District

which shall be in amounts not less than FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS for injuries to each person; ONE MILLION (\$1,000,000.00) DOLLARS for injuries arising out of each incident or accident; ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS for injuries to property; evidence of workmen's compensation insurance of any and all employees employed by the City to construct, operate, maintain, supervise, said winter sports facility and the activities incident thereto and the removal, upon termination, of any capital improvements installed by the City within the framework or contemplation of this agreement.

6. Said policy of insurance shall assure to the School District not only payment of losses but legal counsel to defend, at no expense to the County, any claim or demand whether in tort or contract, express or implied, arising out of the operation of said contemplated winter sports activity program by the City. In addition thereto, should any claim by any member of the public, whether in tort or contract, express or implied, be reduced to judgment by any court of competent jurisdiction, following one or more appeals to the Court of Appeals, Supreme Court of Michigan or the Supreme Court of the United States, which judgment shall exceed the limits of insurance required by the County as a condition to said use, the City agrees to pay any excess amount of the judgment over the policy limits provided in said policy of insurance.

7. The City accepts the land described in Parcel 2,

owned by the School District in its present condition, including any hazards located thereon, whether known or unknown, of every type and description without limitation and to inspect the property, following consent to its use by the County, to eliminate said hazards to the extent that the same are observed and become known to the City.

8. The City agrees to use the land, and each and every portion thereof, only for recreational public purposes in the conduct of a winter sports program for the controlled use of snowmobiles and the establishment of one or more snowmobile courses; the possible construction of one or more separated and protected ice skating rinks; the establishment and construction of separated toboggan slides; areas designed for the use of sleds and other winter sports paraphernalia.

9. In the establishment of said winter sports recreational activity the City agrees to make such installations and improvements of facilities as are deemed by it advisable and necessary for the establishment of said snowmobile courses; skating areas, skiing areas; toboggan slides; areas designed for sleds and other winter sports recreational paraphernalia; and in its sound judgment to separate said uses in a manner calculated to provide for the safety of the user and, in addition thereto, to provide warm-up rooms, if deemed advisable by it, public toilets separated for male and female use, fencing, if deemed advisable by it, to exclude trespassers and to minimize

use of said facilities in a manner which cannot be controlled by the supervisory employees of the City.

10. The City agrees further to make initial and continuing inspections to remove hazards which can be reasonably observed and to provide continuing supervision. In the setting up of said facilities and in the operation of said winter sports program the City agrees that said winter sports program, and each and every improvement or facility installed by it, will be established and maintained in a manner in conformity with any and all state, federal or local laws and, should the School District elect to inspect and/or supervise all or any portion of said sports program by any agency or department of said School District to conform with any additional rules and regulations which the School District, in the furtherance of public safety, health and welfare, shall require as a condition of said continued operation of said winter sports program by the City of Romulus.

11. During the operation of said winter sports recreational program the City, acting by and through its supervisory personnel, agrees with the County to promptly exclude or eject any member of the public refusing to comply with any rule, regulation, state, federal or local law and if necessary to seek the assistance of its police department (the office of the Wayne County Sheriff) in achieving such objectives.

12. The School District shall have the right to have said land restored to it immediately upon violation of the terms of this agreement or any provision thereof; in addition, the City agrees either to comply with any demand of the School District in this respect or to immediately suspend operations until such demands by the School District can be complied with.

13. In the operation of the winter sports program contemplated by the City the City may charge a fee to the public, and each and every member thereof, in an amount calculated only to defray the expenses and costs of operation not normally included within the recreational budget of the City of Romulus, to defray the cost of insurance of improvements designed to install and maintain the snowmobile course, skating rinks, toboggan slides, cross-country ski areas, areas designed for sleds, fencing, if deemed advisable and necessary, and the like, and under no circumstances is the City deliberately to operate said facility for the purpose of making a profit or as a proprietary enterprise.

14. The City also agrees to make reasonable provision for the direction and parking of traffic generated by said use at its own expense and to provide parking areas upon either Parcel 1, 2, or 3 but it shall not be obligated to surface said parking areas, or any portion thereof, since said use is by the express terms of this agreement a temporary, not a permanent use.

It is agreed by both the City and the School District that this agreement is indefinite in term, it is designed solely for the recreational use of the public. In the event that the City of Romulus shall propose, following the uses specifically contemplated by the terms of this agreement, to expand or enlarge the recreational use to other sports or other forms of recreation such as bicycling, walking or any other use, that a complete description of such proposed use, prior to the commencement thereof, shall be submitted in writing to the School District (to the extent that said use contemplates the use of Parcel 2) and that express, written consent of the School District, acting through its appropriate boards, commissions and bodies, will be secured prior to any such enlargement, extension or expansion of said use and that in the event that the School District, in its considered judgment, approves such expanded use, that prior to the commencement thereof, the insurance hereinabove contemplated and the indemnification hereinabove provided beyond the limits of insurance, shall be assured by the City to the School District.

15. Should this use for recreational purposes prove successful and should the School District have no need for the land in successive winter seasons, without the execution of a new agreement, the provisions of this agreement in each and every particular, may be extended upon application by the City to the School District, the approval by the School District

and the furnishing of any and all necessary or reasonable certificates of insurance or other reasonable requirements of whatever nature by the School District.

16. The City agrees to keep books of account of said operation during the period of its continuance which books and records shall be open to the School District, its auditors, agents or employees at any time during reasonable business hours upon demand to assure the School District that said operation is being conducted as a non-profit use consistent with the spirit and intent of this agreement.

17. Both the School District and the City represent that prior to the execution hereof any and all necessary action by any board or body required as a condition precedent to said execution of contract has been secured by the School District and by the City of Romulus.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESSETH:

Thomas G. W. Jones
Therese L. Allen

James C. Stewart
John DeLussier

Delores J. Bradley
Theresa Bryant

ROMULUS COMMUNITY SCHOOLS DISTRICT,
a

By: Donald L. Boyer
Its Pres.

By: Ronald Christensen
Its SEC.

CITY OF ROMULUS, a Home Rule City

By: Terry L. Troutt
Its Mayor

By: Leonard Folmar
Its Clerk

(11)

QUIT CLAIM DEED

E594347

LI14455 PA541

THIS INDENTURE, made this 21st day of April,
A.D., 1961, between the County of Wayne, Michigan, a body
politic and corporate, organized under the laws of the State
of Michigan, party of the first part, and the Township of
Romulus, a municipal corporation, whose post office address
is 36572 Goddard Road, Romulus, Michigan, party of the second
part,

WITNESSETH: That the said party of the first part,
for and in consideration of SEVEN THOUSAND FIFTY AND 00/100
DOLLARS (\$7,050.00), to it in hand paid by the party of the
second part, the receipt of which is hereby confessed and
acknowledged, does by these presents remise, release and
forever quit claim, subject to the reversionary right and
possibility of reverter hereinafter set forth, unto the said
party of the second part, and to its successors, the following
described property situated in the County of Wayne, State of
Michigan, to wit:

That part of the N.E. 1/4 of Section 3,
T. 3 S., R. 9 E., Romulus Township,
Wayne County, Michigan, described as
beginning at the center 1/4 corner of
Section 3 and proceeding thence N.
0° 06' 19" West along the North and
South 1/4 section line 512.85 feet;
thence N. 89° 53' 50" East 1980.80 feet
to the center line of Henry Ruff Road;
thence S. 51° 33' 20" West along center
line of Henry Ruff Road 234.79 feet;
thence S. 43° 14' 20" West 504.90 feet
to the east and west 1/4 line of said
Section 3; thence S. 89° 53' 50" West
1450.10 to the point of beginning, said
parcel containing 20.00 acres,

together with all and singular the tenements, hereditaments
and appurtenances thereunto belonging or in anywise appertaining.

The grantee for itself and for its successors
covenants and agrees that the property herein conveyed pursuant
to the Resolution of the Wayne County Board of Supervisors
dated May 2, 1958, will be used for park, recreation or allied

RECORDED MAY 1 1961 AT 2:53 O'CLOCK
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY 26, MICHIGAN

NO REVENUE ATTACHED

E594347

purposes, and if at any time the grantee or its successors ceases to use it for such purpose or purposes, the title to said property shall revert to and the said property shall become the property of the County of Wayne. This covenant shall be construed as a covenant running with the land.

IN WITNESS WHEREOF, the County of Wayne, the party of the first part, causes these presents to be executed in its name by Ed Carey, Chairman of the Board of Supervisors, and Edgar M. Branigin, Clerk of the Board of Supervisors.

Dated this 21st day of April, A.D., 1961.

WITNESSED BY:

COUNTY OF WAYNE, a body corporate and politic under the laws of the State of Michigan

S. B. Chadman
S. B. Chadman

By Ed Carey
Ed Carey, Chairman

Bernard E. Hanus
Bernard E. Hanus

By Edgar M. Branigin
Edgar M. Branigin, Clerk

STATE OF MICHIGAN }
COUNTY OF WAYNE } SS:

On this 21st day of April, A.D., 1961, before me personally appeared Ed Carey and Edgar M. Branigin to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the Chairman of the Board of Supervisors and Clerk of the Board of Supervisors of the County of Wayne, Michigan, and that said instrument was signed and sealed on behalf of the County of Wayne by authority of its Board of County Supervisors, and the said Ed Carey and Edgar M. Branigin acknowledge said instrument to be the free act and deed for said County of Wayne, Michigan.

Peter Karapetian
Peter Karapetian
Notary Public, Wayne County,
Michigan
My Commission Expires: 12/1/61

44-14-54

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of February, 1954, by and between the TOWNSHIP OF ROMULUS, Wayne County, Michigan, a municipal corporation (hereinafter referred to as "Township"), and ROMULUS TOWNSHIP SCHOOLS, Wayne County, Michigan, a school district (hereinafter referred to as "School District"),

WITNESSETH:

WHEREAS, by Agreement made and entered into between the Township and the School District on June 22, 1953, the Township undertook to provide certain sewer services to the School District and agreed to finance said sewer improvements under the provisions of Act 342, Public Acts of Michigan, 1939, as amended;

AND WHEREAS, by the terms of said Agreement, the School District did approve plans and specifications for the proposed improvements and did approve the estimate of cost of said improvements in the sum of Four Hundred Sixty-Five Thousand (\$465,000.00) Dollars;

AND WHEREAS, among other payments, the School District agreed to pay for sewer and sewage disposal services rendered to the Romulus Township High School building and Elementary School building each year while any of the bonds to be issued by the County of Wayne to finance the acquisition and construction of the sewer and sewage disposal improvements, ten per cent (10%) of the annual principal and interest requirements on said bonds;

AND WHEREAS, bids for the acquisition and construction of the sewer and sewage disposal improvements contemplated in said Agreement dated June 22, 1953, have been received;

AND WHEREAS, said bids are in excess of the engineer's estimate therefor in an amount such that the total cost of the sewer and sewage disposal

improvements contemplated by said Agreement, dated June 22, 1953,
will be Five Hundred Ten Thousand Dollars (\$ 510,000.00)
Dollars;

AND WHEREAS, it will be necessary for the County of Wayne to
issue and deliver additional bonds of equal standing with the \$465,000.00
Wayne County Metropolitan Sewerage and Sewage Disposal System Limited
Obligation Bonds heretofore authorized, in the amount of \$ 45,000.00 ;

NOW, THEREFORE, in consideration of the promises and
covenants of each other, the parties hereto agree as follows:

1. The School District hereby approves the increase in the
estimate of cost set forth in the preamble to this resolution, the total
estimated cost of said improvements hereby approved being \$ 510,000.00 .

2. The Township will as promptly as possible undertake
such steps as are necessary to be taken by it to finance the increased cost
of said sewer and sewage disposal improvements.

3. The School District agrees to make payments for sewer
and sewage disposal services rendered to the Romulus Township High School
building and Elementary School building in addition to the payments required
to be made by the provisions of the Agreement between the Township and
the School District, dated June 22, 1953, in an amount equal to ten per
cent (10%) of the annual principal and interest requirements on the additional
bonds in the amount of \$ 45,000.00 , to be issued to complete the
financing of the sewer and sewage disposal improvements contemplated by
said Agreement of June 22, 1953.

4. Except as modified by the terms of this Agreement,
the
all of the provisions of ~~this~~ Agreement between the School District and the
Township, dated ~~February~~ June 22, 1953, are hereby in all respects ratified
and confirmed.

5. This Agreement shall be binding on the parties hereto until the principal and interest on the bonds of both issues to be issued by the County of Wayne for the purpose of acquiring and constructing the sewer and sewage disposal improvements approved by this Agreement have been paid in full.

6. This Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 14 day of April, A. D., 1954.

TOWNSHIP OF ROMULUS,
Wayne County, Michigan

By Nelson L. Bower
Supervisor

By Eva Ruggan
Clerk

ROMULUS TOWNSHIP SCHOOLS,
Wayne County, Michigan

By Joseph Liddle
President

By Carl W. Morris
Secretary

RESOLUTION

by
SUPERVISOR CONNOR

RESOLVED, by the Board of Supervisors of the County of Wayne this 2nd day of May, 1958, that the Board of County Auditors be and it hereby is authorized and directed to provide for the conveyance of title to the following described lands in accordance with the following terms:

1. Title to the following described 20 acres of land to be conveyed to the Township of Romulus for the consideration of \$7,050.00 and the instrument of conveyance of title shall contain a clause providing said lands shall revert to the county if at any time the Township fails to use said lands for park, recreation or allied purposes:

That part of the N.E. 1/4 of Section 3, T.3 S., R.9 E., Romulus Township, Wayne County, Michigan, described as beginning at the center 1/4 corner of Section 3 and proceeding thence N. 0°06'19" West along the North and South 1/4 section line 512.85 feet; thence N 89°53'50" East 1980.80 feet to the center line of Henry Ruff Road; thence S 51°33'20" West along center line of Henry Ruff Road 234.79 feet; thence S. 43°14'20" West 504.90 feet to the east and west 1/4 line of said Section 3; thence S. 89°53'50" West 1459.10 to the point of beginning, said parcel containing 20.00 acres.

2. Title to the following described 20 acres of land to be transferred to the Romulus Township School District for the consideration of \$7,050.00 and the instrument of conveyance of title shall contain a clause providing said lands shall revert to the County if at any time the School District fails to use said lands for school or allied educational purposes.

That part of the N.E. 1/4 of Section 3, T.3 S., R.9 E., Romulus Township, Wayne County, Michigan, described as beginning at a point on the N. and S. 1/4 section line distant N. 0°06'19" West 512.85 feet from the center 1/4 corner of Section 3 and proceeding thence N. 0°06'19" West along said line, 391.02 feet; thence N 89°53'50" East 2475.19 feet; thence S. 51°33'20" West along the center line of Henry Ruff Road, 630.32 feet; thence S. 89°53'50" West 1980.80 feet to the point of beginning, said parcel containing 20.00 acres.

And be it further

RESOLVED, that the Board of County Auditors be and it hereby is authorized and directed to offer for public sale by advertising for sealed bids on the following parcels of land, reserving the right to reject any or all bids in the best interest of the County of Wayne and further, seeking the approval of the Ways and Means Committee and this Board of Supervisors prior to final acceptance of any bid:

A parcel of land being part of Sections 3 and 4,
Town 3 South, Range 9 East, Romulus Township,
Wayne County, Michigan, containing 338.58 acres,
and being more particularly described as follows:-

Parcel #3

That part of the N.E. 1/4 of Sec. 3, T.3 S., R.9 E.,
described as beginning at a point distant S 0°34'20" W.,
along the E. section line, 60 ft. and S. 89°51'20" W.,
44.88 ft. from the N.E. corner of Sec. 3 and pro-
ceeding thence S 2°24'07" W., 381.29 ft.; thence on a
tangent curve to the left, radius 5789.58 ft., a
distance of 184.89 ft.; thence S 0°34'20" W., 1141.86 ft.;
thence S 51°33'20" W. along the center line of Henry
Buff Road, 47.43 ft.; thence S 89°53'50" W., 2475.19 ft.;
thence along the N and S 1/4 section line, N 0°06'19" W.,
437.76 ft. and N 0°34'22" W., 1297.30 ft.; thence
N 89°51'20" E., along the S. line of Van Born Road,
2559.12 ft. to the point of beginning; also the N.W.
1/4 of Sec. 3, T.3 S., R.9 E., except the N. 60 ft.
thereof; also the E. 1/2 of the N.E. 1/4 of Sec. 4,
T.3 S., R.9 E., except the North 60 ft. thereof and
also except that part thereof described as beginning
at a point on the S. line of Van Born Road distant
due South along the E. section line, 60 ft. and N.
89°52'30" W, 1034.24 ft. from the N.E. corner of Sec.4
and proceeding thence N 89°52'30" W along said S. line,
289.94 ft.; thence S 0°16'17" E., 350 ft.; thence S
89°52'30" E., 288.31 ft.; thence N 0°00'21" W, 350 ft.
to the point of beginning.

Parcel #4

That part of the S.E. 1/4 of Sec. 23
described as beginning at the S. 1/4 cor.
of Sec. 23 and proceeding thence N 0°36' E.
along the N. and S. 1/4 line of said section,
351.50 ft.; thence S 89°24' E, 475.0 ft.;
thence N 0°36' E, 160.0 ft.; thence N
89°24' W, 475.0 ft. to the N. and S. 1/4 line
line of Sec. 23; thence N 0°36' E. along
said line, 440.65 ft.; thence due East
1315.10 ft.; thence due South, 966.41 ft.
to the S. line of Sec. 23. thence N.
89°24' W along said S. line, 1325.40 ft. to
the point of beginning containing 27.33 acres.

Parcel #5

That part of the W. 1/2 of the S.E. 1/4 of
Sec. 26 described as beginning at the S. 1/4
Cor. of Sec. 26 and proceeding thence N'ly.
along the N. and S. 1/4 line, 1355.37 Ft. to
the intersection of said line with the S'ly.
line of the Michigan Central R.R. Right-of-
Way; thence N 79°08' E. along said S'ly line,
1358.05 ft.; thence S 0°31' W, 1625.2 Ft.
to the S. line of Sec. 26; thence N 89°24' W.
along said line, 1318.86 ft. to the point
of beginning, 45.37 acres

And be it further

RESOLVED, that this Board does hereby reaffirm its budgetary
action of providing that the Board of County Auditors is hereby
authorized and directed to pay to the City of Detroit any and all
monies realized from the sale of the lands described in this resolu

RESOLUTION

By Supervisor Connor

RESOLVED, by the Board of Supervisors of the County of Wayne this 2nd day of May, 1958, that the Board of County Auditors be and it hereby is authorized and directed to provide for the conveyance of title to the following described lands in accordance with the following terms:

1. Title to the following described 20 acres of land to be conveyed to the Township of Romulus for the consideration of \$7,050.00 and the instrument of conveyance of title shall contain a clause providing said lands shall revert to the county if at any time the Township fails to use said lands for park, recreation or allied purposes:

That part of the Northeast 1/4 of Section 3, Town 3 South, Range 9 East, Romulus Township, Wayne County, Michigan, described as beginning at the center 1/4 corner of Section 3 and proceeding thence North 0° 06' 19" West along the North and South 1/4 section line 512.85 feet; thence North 89° 53' 50" East 1980.80 feet to the center line of Henry Ruff Road; thence South 51° 33' 20" West along center line of Henry Ruff Road 234.79 feet; thence South 43° 14' 20" West 504.90 feet to the East and West 1/4 line of said Section 3; thence South 89° 53' 50" West 1450.10 feet to the point of beginning, said parcel containing 20.00 acres.

2. Title to the following described 20 acres of land to be transferred to the Romulus Township School District for the consideration of \$7,050.00 and the instrument of conveyance of title shall contain a clause providing said lands shall revert to the County if at any time the School District fails to use said lands for school or allied educational purposes.

That part of the Northeast 1/4 of Section 3, Town 3 South, Range 9 East, Romulus Township, Wayne County, Michigan, described as beginning at a point on the North and South 1/4 section line distant North 0° 06' 19" West 512.85 feet from the center 1/4 corner of Section 3 and proceeding thence North 0° 06' 19" West along said line 391.02 feet; thence North 89° 53' 50" East 2475.19 feet; thence South 51° 33' 20" West along the center line of Henry Ruff Road, 630.32 feet; thence South 89° 53' 50" West 1980.80 feet to the point of beginning, said parcel containing 20.00 acres.

AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of June, 1953, by and between the TOWNSHIP OF ROMULUS, Wayne County, Michigan, a municipal corporation (hereinafter referred to as "Township"), and ROMULUS TOWNSHIP SCHOOLS, Wayne County, Michigan, a school district (hereinafter referred to as "School District"),

WITNESSETH:

WHEREAS, Township proposes to enter into an agreement with the Board of County Road Commissioners of the County of Wayne, Michigan, pursuant to the provisions of Section 5 (a), 5 (b) and 5 (c) of Act 342, Public Acts of Michigan, 1939, as amended, which agreement shall make provision for the acquisition, construction and financing of sewer and sewage disposal improvements in the Township; and

WHEREAS, under the provisions of said agreement the Township will obligate itself to pay to said Board of County Road Commissioners the entire amount of principal and interest on the bonds to be issued by the County of Wayne to finance the cost of acquiring and constructing said sewer and sewage disposal improvements; and

WHEREAS, the School District requires sewage disposal services for the Romulus Township High School building and Elementary School building, and desires to become a user of the sewer and sewage disposal improvements to be acquired, constructed and financed pursuant to the agreement between the Township and the Board of County Road Commissioners of the County of Wayne, Michigan, hereinbefore mentioned:

NOW, THEREFORE, in consideration of the promises and covenants of each other, the parties hereto agree as follows:

1. The School District hereby approves the plans and specifications of the proposed sewer and sewage disposal improvements prepared by the Board of County Road Commissioners of the County of Wayne, which are attached hereto and made a part hereof and are marked "Exhibit A," and the School District hereby approves the estimate of cost of said improvements in the sum of \$465,000.00.

2. The Township will, as promptly as possible, undertake such steps as, by the provisions of Act 342, Public Acts of Michigan, 1939, as amended, are necessary to be taken by it for the acquisition, construction and financing of said sewer and sewage disposal improvements in order to provide an adequate system of sewer and sewage disposal improvements to service the Romulus Township High School building and Elementary School building, as well as all other properties which will be served by said system.

3. The Township agrees that, in the acquisition and construction of said improvements, no substantial variation from the plans and specifications therefor approved by this agreement will be made without the prior approval of the School District.

4. Upon completion of the acquisition and construction of the sewer and sewage disposal improvements, or that portion thereof to be used by the Romulus Township High School building and Elementary School building, the School District will immediately connect the Romulus Township High School building and Elementary School building to the sewer and sewage disposal improvements available for its use and exclusively use such sewer and sewage disposal improvements for the disposal of its sewage. The entire cost of connecting the Romulus Township High School building and Elementary School building to the sewer and sewage disposal improvements shall be paid by the School District.

5. Upon completion of the sewer and sewage disposal improvements or such portion thereof as is necessary to service the Romulus Township High School building and Elementary School building, the Township agrees to furnish sewer and sewage disposal services to the Romulus Township High School building and Elementary School building.

6. For sewer and sewage disposal services rendered to the Romulus Township High School building and Elementary School building and to assure adequate income to the Township to meet the annual obligation of the Township to the County of Wayne under the terms of the agreement between the Township and the Board of County Road Commissioners of the County of Wayne for the acquisition, construction and financing of said sewer and sewage disposal improvements, the School District agrees to pay to the Township each year, while any of the bonds to be issued by the County of Wayne to finance the acquisition and construction of the sewer and sewage disposal improvements approved by this agreement are outstanding and unpaid, ten per cent (10%) of the annual principal and interest requirements on said bonds: Provided, However, that the obligation of the School District shall be limited to a bond issue not in excess of the estimate of cost approved by Section 1 of this agreement or such higher estimate of cost as may be approved by the School District, provided, further, that if, after contracts for the construction of the said improvements are let, it becomes necessary for any reason whatsoever to issue additional bonds of equal standing to complete the said improvements in accordance with the plans and specifications therefor approved by the School District, the School District shall be obligated to pay each year, in addition to the foregoing, ten per cent (10%) of the annual principal and interest on such additional bonds of equal standing. Immediately upon the issuance of any such bonds, the Township shall furnish to the School

District a schedule of payment of principal and interest and the School District shall, not less than forty-five (45) days prior to the date of any principal and/or interest payments on said bonds, remit to the Treasurer of the Township ten per cent (10%) of the principal and/or interest payment next falling due. The School District may pay in advance any of the payments required to be made by this paragraph, in which event the Township shall credit the School District on future due payments to the extent of such advance payment. In the event that the School District makes payments in advance, as aforesaid, the obligation of the School District as provided by this Section shall be reduced by an amount equal to the amount that the annual interest requirements on the bonds are reduced, by use of such advance payments to retire bonds prior to maturity.

7. In addition to the foregoing payments, the School District agrees to pay a pro rata share of the costs of operating and maintaining the sewer and sewage disposal improvements including, but not limited to, costs of sewage treatment and costs of establishing and maintaining a reasonable reserve for replacement and repair of the sewer and sewage disposal improvements. The charges for the School District's pro rata share of the costs of operation and maintenance of the improvements shall be determined by the imposition of rates for sewage disposal services, which rates shall be based on the amount of water consumed and such rates shall be prescribed by ordinance duly adopted by the Township. The rates established by the Township may be revised from time to time as is necessary to produce sufficient funds to pay costs of operation and maintenance. In no event shall the rates for sewer and sewage disposal services charged to the School District include any item for payment of the obligation of the Township to the County of Wayne under the agreement between the Township and Board

of County Road Commissioners of the County of Wayne, it being the intention of this agreement that the School District's obligation under section 6 of this agreement shall constitute its sole obligation with respect to the obligation of the Township to the County of Wayne.

8. This agreement shall be binding on the parties hereto until the principal and interest on bonds to be issued by the County of Wayne for the purpose of acquiring and constructing the sewer and sewage disposal improvements approved by this agreement have been paid in full.

9. The obligations and undertakings of the parties to this agreement shall be conditioned upon the successful financing of the said sewer and sewage disposal improvements under the provisions of Act 342, Public Acts of Michigan, 1939, as amended, and if, for any reason whatsoever, said bonds are not issued and sold prior to _____, 195____, this agreement shall be considered void and of no force and effect.

10. This agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this 22 day of June, A. D., 1953.

TOWNSHIP OF ROMULUS,
Wayne County, Michigan

By Nelson L. Bower
Supervisor

By Eva Dugan
Clerk

ROMULUS TOWNSHIP SCHOOLS,
Wayne County, Michigan

By Joseph Liddle
President

By Carl W. Morris
Secretary

LEASE AGREEMENT OAKBROOK PARK 80 138 99 0006 000

LEASE AGREEMENT

THIS LEASE AGREEMENT by and between the CITY OF ROMULUS, a Municipal corporation, hereinafter referred to as the "Tenant", and the ROMULUS COMMUNITY SCHOOLS DISTRICT, acting by and through the Romulus School Board, hereinafter referred to as the "Landlord";

WITNESSETH:

WHEREAS, the Tenant desires to develop a recreational park for the benefit and enjoyment of the citizens of the City of Romulus and the public at large, and to provide access to and from said park; and

WHEREAS, the Landlord desires that certain lands hereinafter described and which are held by Landlord be utilized for the benefit and enjoyment of the general public;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

That the Landlord for and in consideration of the rents, covenants and agreement hereinafter reserved, mentioned and contained on the part of the Tenant, its successors and administrators, to be paid, kept and performed, has demised and leased, and by these presents does demise and lease unto the Tenant, and Tenant does hereby take and hire upon and subject to the conditions hereinafter expressed, undertake as Tenant the real property described as follows:

A. DESCRIPTION OF PARK AREA

A parcel of land located in the Northwest 1/4 of Section 35, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, being described as distant South 0° 15' 30" East 987.65 feet along the West line of Section 35, (the center line of Merriman Road 120 feet wide) and South 89° 48' 42" East 733.82 feet from the Northwest corner of said Section 35; thence South 89° 48' 42" East 600.00 feet; thence South 0° 01' 57" East 659.85 feet; thence North 89° 45' 01" West 600.00 feet; thence North 0° 01' 57" West 659.21 feet to the point of beginning. Containing 9.084 Acres more or less.

E 600'
db
138-99-0006-000

B. INGRESS AND EGRESS EASEMENT

A parcel of land located in the Northwest 1/4 of Section 35, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, being described as distant South 0° 15' 30" East 1611.08 feet along the West line of Section 35, (the center line of Merriman Road 120 feet wide) and South 89° 45' 01" East 60.00 feet from the Northwest corner of said Section 35; thence South 89° 45' 01" East 671.37 feet; thence South 0° 01' 57" East 34.99 feet; thence North 89° 45' 01" West 671.24 feet; thence North 0° 15' 30" West 35.00 feet to the point of beginning. Containing 0.539 Acres more or less.

ARTICLE I

TERM-RENTAL

Section 1. TO HAVE AND TO HOLD the demised premises unto the Tenant, for a term of NINETY-NINE (99) YEARS commencing on the _____ day of August, 1974, and fully ending on the _____ day of August, 2073, unless this Lease shall be sooner terminated as hereinafter provided.

Section 2. (A) Tenant covenants and agrees to pay to the Landlord rental for the demised premises a sum of One (\$1.00) Dollar per year, payable in advance and before or upon the ____ day of _____ of each year.

(B) Nothing herein contained shall be construed to declare this as a month-to-month lease, and it is agreed between the parties hereto that this Lease shall be construed as a long-term lease for the period of NINETY-NINE (99) YEARS, anything to the contrary notwithstanding.

(C) The leased premises shall automatically revert to Landlord upon assignment, succession, annexation, or any default by Tenant as hereinafter specified.

(D) In addition to rentals as herein set forth, Tenant, by executing this Lease, and in consideration for the use of the premises as hereinafter set forth, agrees and covenants to construct a drain across the Merriman School property the specifications of which must be approved by Landlord. Landlord shall have the right to tap into the drain installed by Tenant at any location as desired by Landlord, such tap-in to be at Landlord's cost and expense. Any ditch on or adjoining school property caused by construction of the drain shall be covered. Tenant shall indemnify and hold harmless Tenant, including the School District, Administration, Board and Board Members, for any liability or loss due to or occasioned by the construction of the drain. Failure to construct the drain in the above-mentioned manner shall constitute a default under this lease.

ARTICLE II
USE OF PREMISES

Section 1. The Tenant shall have the right to use and occupy the portion of the leased premises identified as "DESCRIPTION OF PARK AREA" for lawful recreational purposes, subject to approval of Landlord for each proposed use. As each particular use is contemplated, Tenant will promptly furnish Landlord with proper drawings and specifications indicating in detail what use is contemplated, such drawings and specifications being subject to the approval of Landlord, its employees or agents. The landlord shall have the right to use any recreational facilities which are deemed usable by the School District for the children during school hours. Tenant will not have the right to allow licensed concessionaires to enter upon or otherwise utilize the leased premises except for particular community events.

Section 2. The Tenant shall have the duty to maintain, keep in good repair the leased premises in a manner suitable for recreational purposes and determined by the Tenant subject to the approval of the Landlord and further Tenant shall perform such building maintenance, development and repair in a competent and workmanlike manner.

Section 3. The Tenant shall have the right to develop, use and maintain said aforescribed portion of said premises identified as "INGRESS AND EGRESS EASEMENT" for access to and from the aforementioned portion of said premises identified as "DESCRIPTION OF PARK AREA".

Section 4. The Tenant shall have the right to develop, use and maintain a drainage system upon all of the said leased premises and shall have the right to develop, use and maintain facilities such as water and sewage systems necessary for the public use of the leased premises for recreational purposes.

Section 5. Tenant shall have the duty to develop, maintain and keep in good repair a six-foot concrete walkway extending from Spain Street to the Merriman School property and further construct a fence along both sides of the aforementioned walkway, said fence to be at least 48 inches high, constructed in permanent and well designed sturdy manner. Tenant shall be responsible for keeping this walkway and the fences along both sides of said walkway in good repair throughout the term of this Lease. Tenant shall have the right to locate the walkway and fences wherever Tenant desires subject to the mutual agreement by Landlord.

Section 6. Failure to comply with any one or more sections in Article II shall constitute a default under this lease.

ARTICLE III

PAYMENT OF TAXES, ASSESSMENTS, ETC.

Section 1. The Tenant covenants and agrees to pay, or cause to be paid, as additional rent, before any fine, penalty, interest or cost may be added thereto, all real estate taxes, assessments and other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind or nature whatsoever, including, but not limited to, assessments for public improvements or benefits which are assessed, levied, confirmed, imposed, or become a lien upon the leased premises, or become payable during the term of this Lease; provided,

of such tax, assessments or other charges, the Tenant may pay the same in installments as the same become due, and before any fine, penalty, interest or cost may be added thereto for the non-payment of any such installment and interest.

Section 2. The Tenant shall have the right to contest the amount and/or the validity of any tax assessment or charge referred to in this Article by appropriate legal proceedings, on condition, however, that such legal proceedings shall not operate to prevent the collection of the tax, assessment or charges, and shall not cause the sale of the leased premises or any part thereof, to satisfy the same. Upon the termination of such legal proceedings, the Tenant shall pay any taxes, assessments or other charges that shall be then due, together with any interest or penalty in connection therewith, and the charges and costs accruing in such legal proceedings.

Section 3. The Landlord agrees to join in any such proceeding if the same be required to legally prosecute such contest of the validity of such tax, assessment or other governmental charge referred to in this Article; provided, however, that the Landlord shall not thereby be subjected to any liability for the payment of any cost or expenses in connection with any proceedings brought by the Tenant; and Tenant covenants to indemnify and save harmless the Landlord from any such costs or expenses.

above provided are payable, or may at the option of the taxpayer be paid

in full or in part, and the amount of the payment may be determined by the taxpayer

however, that if, by law, any such tax, assessments, or other charges

ARTICLE IV

COMPLIANCE WITH ORDERS AND ORDINANCES

The Tenant covenants throughout the term of this Lease, at the Tenant's sole cost and expense, promptly to comply with all laws and ordinances, any orders, rules, regulations and requirements of all federal, state and municipal governments, and appropriate departments, commissions, board and officers thereof in any action taken by them pursuant to law. The Tenant will likewise observe and comply with the requirements of all federal, state and municipal governments and appropriate departments, commissions, board and officers thereof.

ARTICLE V

INSURING LEASED PREMISES

At all times subsequent to the date Tenant occupies the leased premises or at the beginning of the term of this Lease, whichever occurs first, Tenant shall keep the property covered at its sole cost and expense by general public liability insurance with limits of at least \$100,000/300,000 for bodily injury and \$50,000 for property damage. The insurance referred to above required to be maintained by Tenant shall be effected by valid and enforceable policies issued by insurers of recognized responsibilities satisfactory to Landlord and name the Tenant and Landlord as the insureds as their respected interests may appear. If the Landlord so elects, the Tenant shall deliver a certificate evidencing the insurance provided for to the Landlord as soon as said insurance policy is issued. When default of the Tenant in paying the

or construed in any way as constituting the consent or request of the Landlord, expressed or implied, by inference or otherwise, to any contractor, sub-contractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of, or to, the leased premises, or any part thereof, nor as giving the Tenant any right, power or authority to contract for, or permit the rendering of, any services or the furnishing of any materials that would give rise to the filing of any mechanics' liens against the fee of the leased premises. The Landlord shall have the right at all reasonable times to post and keep posted on the demised premises any notices that may be provided by law which the Landlord may deem to be necessary for the protection of the Landlord and the leased premises from mechanics' liens. If any such mechanics' liens shall at any time be filed against the leased premises, the Tenant covenants that it will promptly take and diligently prosecute appropriate action to have the same discharged; and, upon its failure to so do, the Landlord, in addition to any other right or remedy that he may have, may take such action as may be reasonably necessary to protect his interest; and, any amount paid by the Landlord in connection with such action, and all reasonable legal and other expenses of the Landlord in connection therewith, including reasonable counsel fees, court costs and other necessary disbursements, with interest thereon at the rate of SEVEN (7%) PER CENT PER ANNUM from the date of payment, shall be repaid by the Tenant to the Landlord on demand.

ARTICLE VIII

EMINENT DOMAIN

If, during the term of this Lease, any partial taking of any part of the leased premises shall be taken as the result of the exercise of the power of eminent domain, for road purposes, sewers or other public improvements, the interests of the Landlord and Tenant shall be dealt with according to law, but in no event shall such partial taking be deemed to negate, impair or invalidate the terms and conditions of this Lease.

ARTICLE IX

DEFAULT PROVISIONS - LIMITATION OF TENANT'S
LIABILITY - CONDITIONAL LIMITATIONS

If, during the term of this Lease, the Tenant shall default in the payment of the basic rent expressed hereunder, or shall fail to properly maintain said leased premises in accordance with applicable law and good practice, or shall cease to use the portion of said leased premises identified as "DESCRIPTION OF PARK AREA", for recreational purposes, and such default or failure to maintain or use is not remedied and shall continue for THIRTY (30) DAYS after written notice thereof by the Landlord to the Tenant, or if such default or failure to maintain is not capable of being remedied in such time and the Tenant does not begin and proceed with due diligence to remedy such default or failure to maintain within a reasonable time, the Landlord shall have the option of declaring this Lease terminated upon giving SIXTY (60) DAYS' written notice to the Tenant of its election so to terminate; and if such latter

notice is so given, the term hereof shall cease, determine and expire, except as hereinafter provided in this Article, at the expiration of said SIXTY (60) DAYS as though such date of termination were originally set for the expiration thereof, and the Tenant's obligations hereunder, except for the payment of past due rentals, shall cease and determine, and Tenant shall be under no further obligation to Landlord hereunder.

ARTICLE X

INVALIDITY OF PARTICULAR PROVISIONS

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

ARTICLE XI

NOTICES

All notices, demands and requests which may or are required to be given by either party to the other party shall be in writing. All notices, demands and requests by either party to the other party may be sent by United States Certified Mail, Return Receipt Requested, postage prepaid, addressed to the other party at such place as either party may from time to time designate, or by delivery in person,

acknowledging a receipt thereof on a copy retained by the party sending the notice.

ARTICLE XII
SURRENDER OF PREMISES

The Tenant shall, upon termination of this Lease for any reason whatsoever, have the right to remove any or all recreational facilities or equipment installed by Tenant upon said leased premises. Tenant shall not, however, remove any of the road improvements, drainage improvements or public water or sewage improvements.

ARTICLE XIII
QUIET ENJOYMENT

The Landlord covenants and agrees that the Tenant, upon paying the basic rent and all other charges herein provided for and observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy said leased premises without hindrance or molestation of the Landlord, during the term of this Lease, or any person or persons claiming under the Landlord, subject, however, to its provisions.

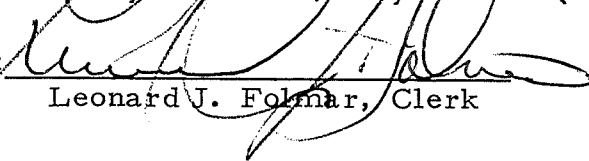
IN WITNESS WHEREOF, we have placed our hands and seals this _____ day of August, 1974.

Dated: _____

Dated: 8/21/74

CITY OF ROMULUS, a Municipal corporation

By:  Terry L. Troutt, Mayor

By:  Leonard J. Folmar, Clerk

ROMULUS COMMUNITY SCHOOL
DISTRICT

Dated: Aug. 26, 1974

By: Carl W. Morris
Carl W. Morris, President
Romulus Board of Education

Dated: Aug 26, 1974

By: Diane L. Boger
Diane L. Boger, Secretary
Romulus Board of Education

ADDENDA TO LEASE AGREEMENT

This Addenda to Lease Agreement by and between the CITY OF ROMULUS, a Municipal corporation, hereinafter referred to as the "Tenant", and the ROMULUS COMMUNITY SCHOOLS DISTRICT, acting by and through the Romulus School Board, hereinafter referred to as the "Landlord", is to be executed simultaneously with the Lease Agreement and said Lease Agreement shall not become effective unless and until this Addenda is consented to and executed by both Landlord and Tenant.

WHEREAS, certain language in the original Lease Agreement of which this Addenda is attached requires clarification,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. That Section (D) on Page 3 of said Lease Agreement shall be deleted in its entirety and the following language shall control.

(D) In addition to rentals as herein set forth, Tenant, by executing this Lease and in consideration for the use of the premises, for the term thereof, as herein set forth, agrees and covenants to construct a drain commencing at Hale Creek Drain on Merriman Road and extending north along Merriman Road to the southwest corner of the Merriman School property of sufficient size and capacity to drain the property upon which the Merriman School is located. The specifications of such drain shall be submitted to and approved by Landlord. The Landlord shall be permitted to tap into the drain contemplated or any drains

accessible to the school property at any one or more points deemed necessary by the School Board as Landlord. In this connection, the School Board through its' agents and representatives shall notify the City of Romulus of the number of taps required by it to adequately drain the Merriman School Property as soon as the necessity and number of such taps may be determined in order to permit the City of Romulus to construct a drain completely adequate in size to service the areas required and to permit engineering that will minimize the costs of multiple taps if the same may be required. Any and all such taps are to be at the Landlords' cost and expense of original installation. Any ditch on or adjoining school property caused by the construction of the drain shall be covered. Tenant shall indemnify and hold harmless Landlord, including the School District, Administration, Board and Board Members, for any liability or loss due to or occasioned by the construction of the drain. On and after the date of construction of the drainage contemplated by the terms of this Addenda, it shall be the obligation of the Tenant to perpetually maintain the same at its' own expense. Failure to construct the drain in the above mentioned manner, or to maintain the same, as herein required, shall constitute a default under the terms of this Lease.

2. ARTICLE II, designated as USE OF PREMISES, Section I. of Lease Agreement shall be eliminated in its' present form and the following substituted Section shall apply.

Section I - The Tenant shall have the right to use

and occupy the portion of the leased premises, identified as "EASEMENT FOR PARK" for all lawful recreational purposes. In so using said premises, no use shall be permitted which is inconsistent the adjoining school use of which is dangerous to children, or which is in any way, disruptive to school activities.

Presently a superintended fishing pond and ice skating rink is contemplated upon a portion of the leased premises to be constructed in conjunction with the Department of Natural Resources. Such pond shall be completely fenced with fencing six feet (6') in height and three or more strands of barbed wire; access thereto shall be permitted by gates which shall be locked except when supervised or when supervisory personnel to superintend the use and enjoyment of such facility are present.

The Landlord shall have the primary right to use any and all recreational facilities which are deemed useable by the school district for the use of school children during school hours. Portions of such park not in use by school children during school hours shall, however, be open to the public.

Tenant will not have the right to allow licensed concessionnaires to enter upon or otherwise utilize the leased premises, except for special events or occasions.

Should any use of the park premises be regarded by the Landlord as dangerous or disruptive of school activities such use shall be called to the attention of the City immediately by notification to the office of the City Clerk and the Department of Parks and Recreation shall forthwith cease such dangerous or disruptive activities unless and until the Landlord, acting through its school board, and the Tenant, acting through its council, shall reach agreement with reference to such use. Failure to reach agreement upon such allegedly dangerous or disruptive activities shall constitute a breach of this Lease Agreement.

3. Section 5 of the Lease Agreement to which this Addenda is attached, shall be deleted in its entirety and its place and stead the following language shall be substituted:

There is presently extending across the leased property a six foot (6') walkway. It shall be the obligation of the Tenant, at all times, to maintain and keep in good repair said six foot (6') walkway without the present necessity of fencing the same as was required in the terms of the original Lease; should either Landlord or Tenant decide at any future time to relocate said walkway, the Tenant shall have the right to construct a six foot walkway around a portion of the perimeter of the leased property and at the time of such election the school board as Landlord

reserves the right to require fencing of either or both sides of said walkway by fencing at least 48" in height constructed in a permanent and well designed manner. The cost of construction of both the walkway and the fencing when, as and if required by the Landlord shall be at the sole cost and expense of Tenant.

In all other respects the Lease Agreement to which this Addenda is attached is confirmed in all respects.

IN WITNESS WHEREOF, we have placed our hands and seals this 1st day of October, 1974.

WITNESS:

Jaqueline I. Moody
Thomas Dwyer

CITY OF ROMULUS, a Municipal corporation

By: Terry L. Treatt
Terry L. Treatt, Mayor

By: Leonard J. Folmar
Leonard J. Folmar, Clerk

WITNESS:

Jaqueline I. Moody
Jaqueline I. Moody

ROMULUS COMMUNITY SCHOOLS DISTRICT

By: Carl W. Morris
Carl Morris, President of the Romulus School Board

By: Diane L. Boger
Diane Boger, Secretary of the Romulus School Board

EXHIBIT B (PROJECT DESCRIPTION)

City of Romulus

Robert A. McCraight
Mayor

ADMINISTRATIVE and LEGISLATIVE OFFICES
11111 Wayne Road • Romulus, Michigan 48174-1485
www.romulusgov.com

ELLEN L. CRAIG-BRAGG
Clerk

STACY A. PAIGE
Treasurer

May 16, 2024

Alicia C. Bradford, Director – Parks Division
Wayne County Parks Division
33175 Ann Arbor Trail
Westland, MI 48185

Re: Park Funding

Dear Mrs. Bradford:

The City of Romulus is proposing to provide project improvements to three of our parks.

- 1 - Elmer Johnson Park, located at 9701 Ozga St, Romulus, Mi.
- 2 - St. Johns Lodge, located at 31800 Beverly Rd. Romulus, Mi.
- 3 - Oakbrook Park, located at Spain St. Romulus, Mi.

The City of Romulus would like to make some updates to the playground equipment. Removing aged equipment and replacing with new, safer equipment and ADA approved. The City of Romulus, Parks and Recreation and staff are working diligently to continue the growth of our community.

Attached is the legal description of the property as well as the cost breakdown for the equipment of the proposed project.

Please contact me if you have any further questions or concerns.

Sincerely,

Colleen Dumas
City of Romulus
Parks and Recreation
11111 Wayne RD.
Romulus, MI 48174
734-955-4521

KATHY ABDO
Councilwoman

JOHN BARDEN
Mayor Pro Tem

CELESTE ROSCOE
Councilwoman

TINA M. TALLEY
Councilwoman

WILLIAM WADSWORTH
Councilman

ALLEN R. WILSON
Councilman

VIRGINIA WILLIAMS
Councilwoman



City of Romulus

Robert A. McCraight
Mayor

ADMINISTRATIVE and LEGISLATIVE OFFICES
11111 Wayne Road • Romulus, Michigan 48174-1485
www.romulusgov.com

ELLEN L. CRAIG-BRAGG
Clerk

STACY A. PAIGE
Treasurer

St. John's Lodge

Parcel ID Number: 80 009 99 0002 002

Legal Description: PT OF NE 1/4 SEC 3 T3S R9E BEG N89DEG 53M 50S E 947.65FT FROM CEN 1/4 COR OF SEC 3 TH N0DEG 23M 00S W 903.87FT TH N89DEG 53M 50S E 1529.09FT TH S51DEG 32M 25S W 860.67FT TH S43DEG 11M 05S W 507.97FT TH S89DEG 53M 50S W 501.47FT POB 20.34 AC

Elmer Johnson Park

Parcel ID Number: 80 066 99 0001 701

BEG N87DEG 11MIN 40S W 25.18FT FROM N 1/4 COR SEC 17 PT OF NW 1/4 SEC 17 T3S R9E DESC AS BEG N87D 11M 40S W 309.23FT S0D 02M 25S E 435.60FT N87 D 11M 40SEC W 423FT N0D 02MIN 25SEC W 435.60FT N87D 11M 40SEC W 265.78FT S0D 02MIN 33SEC E 310.90FT N87D 11M 40S W314.32FT S0DEG 03MIN 24SEC E 349.90 N86D 43MIN 30SEC W 1150.55FT TH DUE S 431.93FT TH N87D 59MIN 0SEC W 199.44FT TO THE W LINE OF SEC 17 TH DUE S ALONG SAID WEST LINE 60.04FT S87D 59M 10SEC E 846.83 FT S0D 18MIN W 774.83FT S87D 59MIN 10SEC W 842.78FT TO A POINT ON THE WEST LINE OF SAID SECTION TH S50FT TH S87D 59MIN 10SEC E 842.52FT S88D 08MIN 58SEC E 1802.56FT TH N0D 16MIN 41SEC E 62.92FT N87D 59M 20S W 575.5FT TH N00DEG 16M 41S 130FT. N87D 59MIN 20S W 728.57FT TH N00D 00M 43SEC E 128.65FT S87D 59M 20SEC E 1304.17FT TH N00D 16M 14S E 1607.59 TO POB 71.54 AC

Oakbrook Park

Parcel ID Number: 80 138 99 0006 000

Proposed cost Breakdown:

Remove aging playground equipment and prepare area for replacement with new playground equipment.

Total for playground equipment: \$25,483

Total contingency for material and labor increase: \$6283

Any additional costs above allocation to be covered by City of Romulus.

Grand Total cost of project \$31,483

Wayne County Allocation \$31,766

KATHY ABDO
Councilwoman

JOHN BARDEN
Mayor Pro Tem

CELESTE ROSCOE
Councilwoman

TINA M. TALLEY
Councilwoman

WILLIAM WADSWORTH
Councilman

ALLEN R. WILSON
Councilman

VIRGINIA WILLIAMS
Councilwoman

EXHIBIT C: SIGNAGE SPECIFICATIONS



WAYNE COUNTY MEMORANDUM PARKS DIVISION

SIGN SPECIFICATIONS

Attached, please find sketch and samples of the sign layout that we are suggesting for all IGA Grant projects. The Specs are as follows:

All parks millage signs must include language that states, made possible through the Wayne County Parks millage in cooperation with *(place your municipality name here)*

- Sign size 48' x 30' $\frac{3}{4}$ ' marine grade plywood or other composite material
- Sign is to be one sided, two sides is optional
- To be cut with "carriage" style top i.e. arched (optional)
- Color options are determined by the municipality
- Font should be traditional styles in Helveticas, Arial, Times New Roman
- Include County Logo (Blue-43 communities) County Executive and County Commissioners
- We suggest using 3M Reflective Adhesive water proof vinyl. Painting is optional
- Vertical post shall be 4x6 weather proof timbers routed on **4'** side to accommodate the sign, staining of posts optional
- Bury post a minimum of 42' into ground and backfill with dirt and compost, concrete footing is optional
- Bottom of sign shall be 2ft. minimum above grade
- Sign will be secured to post with flat head Galvanized wood screws (approx.# 10) 2 per post (min.)
- Proof to be provided of final design prior to fabrication and installation

We are flexible on fabrication and colors as long as it resembles the example attached. Any request to deviate from the signage should be directed to the Parks Director.

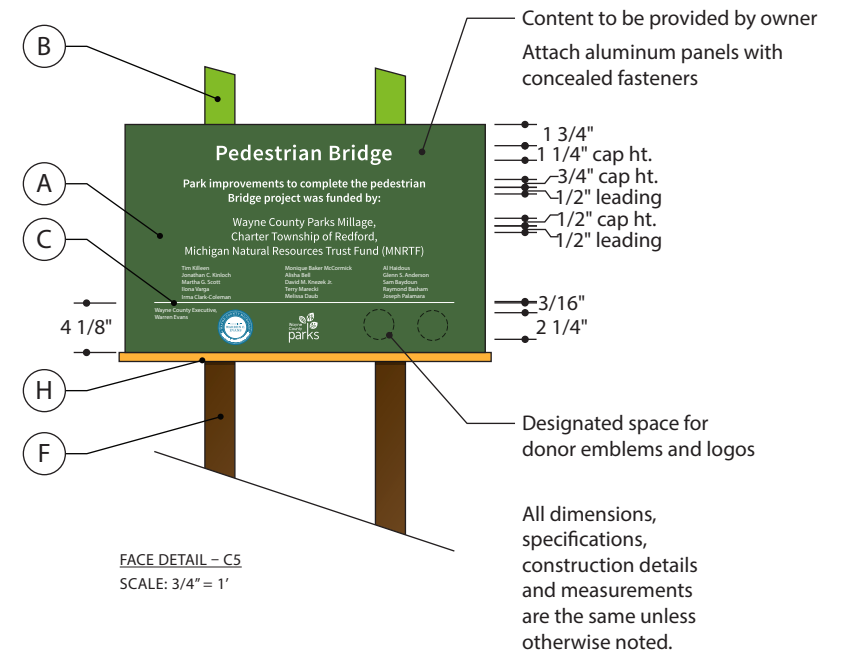
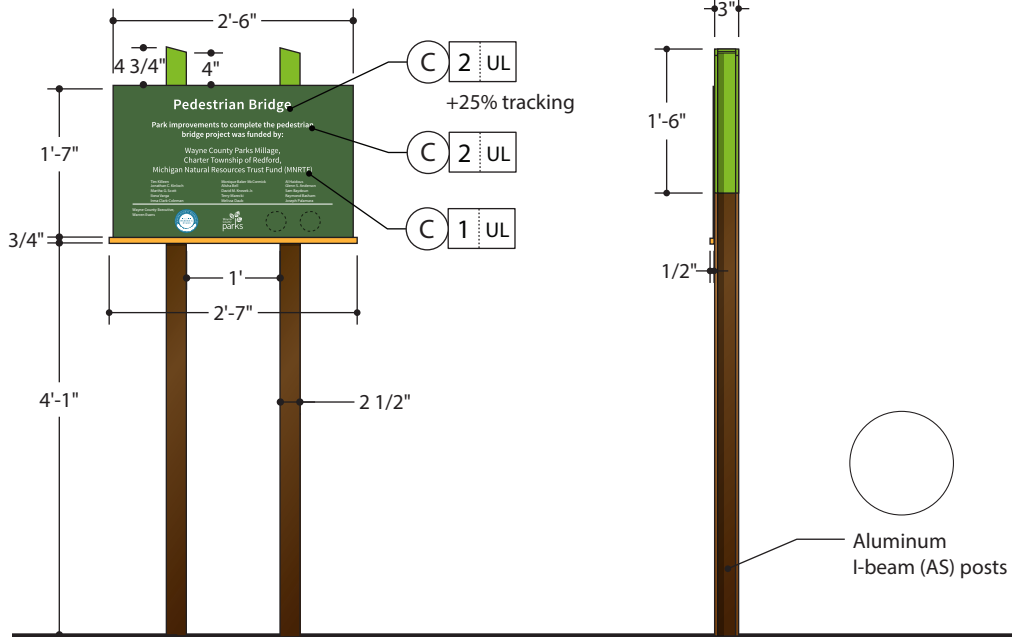


Exhibit D: INSURANCE COVERAGES

City, at its expense, or any contractors, subcontractors, consultants or agents retained by City (each a "Contractor"), at their own expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives or employees. Contractor shall maintain at least the following minimum coverage:

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 \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

Umbrella or Excess Liability

Policy in an amount not less than \$1,000,000. Umbrella or excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

Automobile Liability

Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

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.

Professional Liability (if Design/Build)

Insurance appropriate to the Contractor's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.

Builder's Risk (Course of Construction)

Insurance utilizing "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards)

Insurance with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Contractor maintains higher limits than the minimum insurance coverage required as stated above in this Exhibit, the Contractor shall maintain the coverage for the higher insurance

limits for the duration of this Agreement.

Additional Insured Status

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

Primary Coverage

For any claims related to this Agreement, the Contractor'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 Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor 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.

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 Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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.

Claims-made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be shown and must be before the date of this Agreement or the date the Contractor starts to perform the services.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of this Agreement.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to this Agreement's effective date, the

Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

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

Subcontractors

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

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.

➤ The Contractor must submit certificates evidencing the insurance to the County Risk Management Division at the time the Contractor executes an agreement with the City, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Surety Bonds

The Contractor shall provide the following surety bonds: 1) bid bond; 2) performance bond; 3) payment bond; 4) maintenance bond. The payment bond and the performance bond shall be in a sum equal to the contract price. If the performance bond provides for a one year warranty a separate maintenance bond is not necessary. If the warranty period specified in the contract is for longer than one year a maintenance bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Michigan and secured through an authorized agent with an office in Michigan.



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **July 22, 2024**

Item No. D.

General Description: Annual Community Resolution Accepting Long-Term Maintenance of Storm Water Management System

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: Annual Community Resolution Accepting Long-Term
Maintenance of Storm Water Management System
DATE: July 11, 2024

I concur with the recommendation of Don Straub, Assistant Director of Public Works and Steve Hitchcock, City Attorney and respectfully request Council adopt the attached Annual Community Resolution Accepting Long-Term Maintenance of Storm Water Management System in accordance with Wayne County Ordinance requirements from July 1, 2024 through June 30, 2025.

Motion by _____, supported by _____, to concur with the administration and adopt the attached Annual Community Resolution Accepting Long-Term Maintenance of Storm Water Management System in accordance with Wayne County Ordinance requirements from July 1, 2024 through June 30, 2025.

Interoffice Memorandum

TO: Mayor Robert A. McCraight

FROM: Donald J. Straub Jr., Assistant Director of Department of Public Works

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

DATE: July 2, 2024

SUBJECT: Annual Resolution for Maintenance of Storm Water Management Systems
Wayne County Storm Water Ordinance

Consistent with ordinance, Wayne County Department of Public Service requires the local community to assume maintenance responsibilities of storm water management systems in the event that a property owner fails to perform the necessary activities. For all new developments, this requirement becomes a condition of the Wayne County permit. As opposed to taking each permit to City Council for approval, the County allows an annual resolution accepting the jurisdiction of each site in community as the long-term storm water maintenance agreements are executed.

The attached resolution is similar to the one Council approved in the past and will cover the next fiscal year's constructed sites in the City of Romulus.

Should you have any questions or concerns regarding this issue, please feel free to contact me.

Sincerely,

Donald J. Straub, Jr.

Donald J. Straub Jr.

Y:\Admin Documents\Stormwater\Maintenance Agreement Wayne County\2017_LT approval\Cover_Annual maintenance_2024.doc

RESOLUTION #24-_____

**CITY OF ROMULUS
ANNUAL COMMUNITY RESOLUTION ACCEPTING
LONG-TERM MAINTENANCE OF STORM WATER MANAGEMENT SYSTEM**

At a Regular Meeting of the Romulus City Council, on July _____, 2024, the following resolution was offered:

WHEREAS, Chapter 7 of the Wayne County Storm Water Management Ordinance (2006-1114A), requires storm water management systems to be maintained in perpetuity to ensure that the systems function properly as designed;

WHEREAS, pursuant to Chapter 4 of the Wayne County Ordinance, after reviewing and approving applications for storm water construction approval, Wayne County issues permits for the long-term maintenance of each of the storm water management systems, which permits are executed by Wayne County and the public entity that assumes jurisdiction over and accepts responsibility for long-term maintenance of the storm water management system;

WHEREAS, the City of Romulus has agreed to assume jurisdiction over and accept responsibility in perpetuity for maintenance of all storm water management system(s) constructed within the City of Romulus during the period referenced below, to ensure that the storm water management systems function properly as designed and constructed; and

WHEREAS, the City of Romulus has designated either Roberto Scappaticci, the Director, and Donald Straub, the Assistant Director, respectively, of Public Works as the persons responsible for executing long-term maintenance permits on behalf of the City of Romulus for the period referenced below.

NOW, THEREFORE, BE IT RESOLVED, that the City of Romulus assumes jurisdiction over and accepts responsibility for the long-term maintenance of all storm water management systems constructed within 2024 during the period July 1, 2024 through June 30, 2025, pursuant to the Wayne County Ordinance, the Administrative Rules, long-term maintenance plans for storm water management systems constructed within the City of Romulus, and the storm water construction approvals issued by Wayne County, and

BE IT FURTHER RESOLVED, that approval be and hereby is granted authorizing either Roberto Scappaticci or Donald Straub to enter into and execute, on behalf of the City of Romulus, long-term maintenance permits issued by Wayne County for storm water management systems constructed within the City of Romulus during the period July 1, 2024 through June 30, 2025.

Roll Call Vote: AYES: _____

NAYS: _____

I, Ellen Craig-Bragg, Clerk for the City of Romulus, do hereby certify the foregoing to be a true copy of a resolution duly adopted by Romulus City Council at their meeting held on July _____, 2024.

Ellen Craig-Bragg, City Clerk



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **July 22, 2024**

Item No. E.

General Description: Opioid Settlement

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: Opioid Settlement
DATE: July 17, 2024

I concur with the recommendation of Steve Hitchcock, City Attorney and respectfully request that Council authorize the Mayor and Clerk to sign the attached opioid settlement documents with Kroger.

Motion by _____, supported by _____, to concur with administration and grant authorization for the Mayor and Clerk to sign the attached opioid settlement documents with Kroger.

Troy ▼ Lansing ▼ Detroit ▼ Florida

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

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

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

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

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

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

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

July 8, 2024

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

Robert McCraight, Mayor
City of Romulus
11111 Wayne Road
Romulus, MI 48174

Re: Opioid Settlement Letter with Kroger

Dear Mayor McCraight:

As you are aware, the City is a party with many other communities and State in the combined lawsuit against various manufacturers and distributors of Opioid.

There continues to be settlements negotiated with various defendants.

Kroger has agreed to pay 1.2 billion to be paid over an eleven-year period. While Romulus does not have a Kroger store, there were individuals who received prescription drugs from a Kroger store, so Romulus is included in the settlement. Michigan is receiving 3.4928147567% of the settlement. **See Exhibit F.**

Romulus is receiving .001043054580%. Wayne County is receiving .000938477712%. **See Exhibit F.**

The exact amount Romulus will receive cannot be provided at this time as the amount will vary based on the number of communities that timely request to participate.

I recommend that Council approve this settlement with Kroger and authorize the Mayor and the Clerk to sign the required settlement documents.

Very truly yours,

GIARMARCO, MULLINS & HORTON, P.C.

A handwritten signature in black ink, appearing to read "Stephen J. Hitchcock", written in a cursive style.

Stephen J. Hitchcock
City Attorney

Enc:

Exhibit F

Exhibit F
List of Eligible States and Overall Allocation Percentages

Alabama	1.6384549059%
Alaska	0.8012984736%
Arizona	5.7122518530%
Arkansas	1.1279238585%
California	10.1861592681%
Colorado	5.8155254204%
Delaware	0.2269125546%
District of Columbia	0.1847806185%
Florida	1.4426834003%
Georgia	4.5952042174%
Idaho	0.7995357547%
Illinois	3.4151077333%
Indiana	3.5880508392%
Kansas	2.0316964506%
Kentucky	4.8514037715%
Louisiana	1.5041900036%
Maryland	1.0834678885%
Michigan	3.4928147567%
Mississippi	0.8854488990%
Missouri	2.0591730911%
Montana	0.3208892888%
Nebraska	0.4282874195%
Nevada	2.2265135156%
North Carolina	3.3369934823%
Ohio	11.2417088689%
Oregon	3.2546133019%
South Carolina	1.5803885360%
Tennessee	3.5805961294%
Texas	6.4611654623%
Utah	3.6774956066%
Virginia	2.3409654830%
Washington	3.9618592158%
Wisconsin	1.8051793884%
Wyoming	0.3412605429%

Port Huron Charter Township	Michigan	5939	0.0000862478810000000000
Port Huron City	Michigan	5938	0.0015570980200000000000
Portage City	Michigan	5791	0.0005868954660000000000
Presque Isle County	Michigan	5929	0.0016298467950000000000
Redford Charter Township	Michigan	5982	0.0012666525540000000000
Riverview City	Michigan	5964	0.0002883907740000000000
Rochester City	Michigan	5884	0.0002385365590000000000
Rochester Hills City	Michigan	5891	0.0004038605720000000000
Romulus City	Michigan	5976	0.0010430545820000000000
Roscommon County	Michigan	5928	0.0043018366800000000000
Roseville City	Michigan	5839	0.0025535928020000000000
Royal Oak City	Michigan	5886	0.0015512635400000000000
Saginaw Charter Township	Michigan	5934	0.0004135270020000000000
Saginaw City	Michigan	5927	0.0025740509010000000000
Saginaw County	Michigan	5931	0.0180527643860000000000
Sanilac County	Michigan	5935	0.0038845852230000000000
Sault Ste. Marie City	Michigan	5735	0.0011028617300000000000
Schoolcraft County	Michigan	5936	0.0004718011580000000000
Scio Charter Township	Michigan	5950	0.0000307901410000000000
Shelby Charter Township	Michigan	5849	0.0030268607450000000000
Shiawassee County	Michigan	5932	0.0081260410300000000000
South Lyon City	Michigan	5888	0.0001547384000000000000
Southfield City	Michigan	5893	0.0023508376420000000000
Southfield Township	Michigan	5903	0.0000006650640000000000
Southgate City	Michigan	5973	0.0005308730360000000000
Spring Lake Township	Michigan	5925	0.0000621209000000000000
Springfield Charter Township	Michigan	5909	0.0000267134340000000000
St Clair County	Michigan	5937	0.0223552710100000000000
St Joseph County	Michigan	5943	0.0025489421580000000000
St. Clair Shores City	Michigan	5840	0.0020311040440000000000
Sterling Heights City	Michigan	5838	0.0105364597820000000000
Sturgis City	Michigan	5940	0.0003581199580000000000
Summit Township	Michigan	5789	0.0000879726220000000000
Superior Charter Township	Michigan	5948	0.0000724444200000000000
Taylor City	Michigan	5978	0.0022496241950000000000
Texas Charter Township	Michigan	5794	0.0000311100810000000000
Thomas Township	Michigan	5930	0.0000759563130000000000

Exhibit K

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of Romulus	State: Michigan
Authorized Official: Mayor, Robert McCraight/Clerk, Ellen Craig Bragg	
Address 1: 11111 Wayne Road	
Address 2:	
City, State, Zip: Romulus, MI 48174	
Phone: (734) 942-7500	
Email: rmccraight@romulusgov.com; ebragg@romulusgov.com	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Robert McCraight & Ellen Craig-Bragg

Title: Mayor and Clerk

Date: _____



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **July 22, 2024**

Item No. F.

General Description: Animal Shelter Intergovernmental Agreements - Van Buren Township and Garden City

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: Animal Shelter Intergovernmental Agreements – Van Buren Township and Garden City
DATE: July 16, 2024

I concur with the recommendation of Roger Salwa, Police Captain as well as legal counsel, and respectfully request that Council authorize the Mayor and Clerk to enter into the attached Intergovernmental Agreements with Van Buren Township and Garden City for shared services of our Animal Shelter.

Motion by _____, supported by _____, to adopt the resolution to authorize the Mayor and Clerk to enter into the attached Intergovernmental Agreements with Van Buren Township and Garden City for shared services of our Animal Shelter.

MEMO



To: Robert McCraight, Mayor

From: Roger Salwa, Captain

Date: July 10th, 2024

Re: Animal Shelter Contract

I am respectfully requesting authorization to continue contracting with the city of Garden City and Van Buren Township under the new contract guidelines outlined in the attached contracts. The new contract has increased costs, and addresses allowable dogs per month. I would like to note that there has not been a price increase in the Animal Control Contract since 2014.

Stephen Hitchcock, city attorney, reviewed the attached contracts, and concurs with the content of the agreement.

If you concur with my request, please seek council approval to enter into the contract with the city of Garden City and Van Buren Township.

**INTER-GOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF ROMULUS AND THE VAN BUREN
FOR SERVICES AT THE ROMULUS ANIMAL SHELTER**

This Inter-Governmental Agreement for Services at the Romulus Animal Shelter (the “Agreement”) is hereby entered into on this 2 day of July, 2024, by and between the City of Romulus (hereinafter, “Romulus”) and the Township of Van Buren (hereinafter, “Van Buren”) (collectively, “the Parties”) pursuant to the following terms:

RECITALS

Leon Wright

Whereas

Romulus owns the Romulus Animal Shelter (the "Shelter"), which is operated by the Romulus Ordinance Department (under the auspices of the Romulus Police Department), which Shelter offers temporary housing, food, sanitation, adoption, and other related services for stray, abandoned, donated, and “owner-impounded” dogs within the City of Romulus.

Whereas

Van Buren does not presently have the resources to enable it to effectively deal with stray, abandoned, donated or “owner-impounded” dogs (“dogs” or the “Animals”) within Van Buren.

Whereas

Both Van Buren and Romulus desire to afford their respective citizens the Animal-related services offered by the Shelter and to do so in a cost-effective manner.

Whereas

In keeping with the above, the Parties desire to allow Van Buren to utilize the Shelter, pursuant to the terms and conditions set forth herein.

The above Recitals are contractual in nature and deemed a substantive part of this Agreement.

The Parties agree to the above-listed terms, subject additionally to the following Terms and Conditions:

TERMS AND CONDITIONS

1. **Definitions:** Unless otherwise set forth herein, the following terms are defined as follows:
 - a. *Owner* shall mean every person having the right of property of an animal and who provides any and all proof/acknowledgment of ownership of such animal which may be required by Romulus.
 - b. *Owner-impounded animal* shall mean any animal whose owner has brought it to the Shelter for purposes of relinquishing the animal to the Shelter for purposes of adoption and/or euthanasia. Owners impounding any Animal at the Shelter shall be required to provide any and all proof/acknowledgment of ownership which may be required by Romulus.
2. **Term and Termination:** This Agreement shall be in effect for a period of two (2) years, beginning on the date of the last signature hereto. Either party, upon thirty (30) days' written notice to the other party, may terminate this Agreement.
3. **Acceptance of the Animals at the Shelter and Services Provided:**
 - a. Subject to the other terms and conditions of this Agreement, Romulus agrees to accept dogs brought in by Van Buren to the Shelter and to provide housing, food, sanitation, adoption, and attendant administrative services for such Animals (the Services). Van Buren shall bring no animals to the Shelter other than dogs. The maximum number of days that Romulus shall be obligated to house dogs shall be 37 days unless there is a court order.
 - b. Romulus agrees to assist Van Buren in transporting the Animals to the Shelter upon request by Van Buren, subject to Romulus availability, and provided that the Parties also contemplate that officers of the Van Buren Police Department may additionally provide such transportation, as set forth in this Agreement.
 - c. The Parties agree that Romulus is entitled to ensure that Animals coming from Romulus are given first priority with respect to available space at the Shelter before Romulus assumes any obligation to accept dogs coming from Van Buren. In no instance shall Romulus be obligated to accept more than fifteen (15) total dogs per month or more than three dogs per day from Van Buren, unless expressly agreed otherwise by Romulus.
 - d. Romulus agrees to offer dogs at the Shelter for adoption, subject to the provisions regarding euthanasia herein. In the event that a resident of Van Buren shall seek to adopt any dog at the Shelter, such resident shall obtain a license/permit issued by the Van Buren Treasurer and provide a receipt or other proof of the same to the Shelter. Romulus shall receive any and all applicable impound and adoption fees.

- e. Stray or abandoned dogs housed at the Shelter for seven (7) days or more may be offered for adoption or euthanized by Romulus and/or any of its agents so authorized.

Donated or "owner-impounded" dogs may be offered for adoption or euthanized by Romulus and/or any of its agents so authorized the same day they are brought to the Shelter.

- f. Romulus shall be solely responsible for fulfilling any and all documentation and reporting requirements to local, state, and/or federal agencies with respect to the dogs coming to the Shelter from Van Buren including, without limitation, reporting requirements regarding the number of dogs picked up, adopted, euthanized, and all other applicable reporting requirements.
- g. All dogs housed at the Shelter, and their attendant handling, care, and disposition, shall be subject to the applicable rules, regulations, practices, procedures, and ordinances promulgated and adopted by the City of Romulus and State laws.
- h. Access to the Shelter by Van Buren shall be governed by the following protocol:
 - (1) Only officers of the Van Buren Police Department shall have access to the Shelter;
 - (2) Van Buren shall pick-up the key from the Romulus Police Department for the Animal Shelter's outer garage door and to the interior small kennel area, which would temporarily house dogs. Van Buren shall not be permitted to access any other area of the Shelter;
 - (3) Prior to entry of the Shelter, Van Buren shall contact the Romulus Police Department to inform it of its entry;
 - (4) Upon entry and exit of the Shelter, Van Buren shall record all access to the Shelter by completing a "sign-in/sign-out" form, as provided by the Shelter; and
 - (5) Upon exit of the Shelter, Van Buren shall lock the interior and exterior doors and return the key back to the Romulus Police Department and shall assume full responsibility and liability and to the extent allowed by applicable law, shall indemnify and hold Romulus harmless with respect to the same.

4. Price:

- a. Dogs: With respect to dogs only, as consideration for Romulus' provision of the Services, the adequacy of which is hereby acknowledged, Van Buren shall pay to Romulus an amount of one thousand dollars (\$1,000) per month. In addition, any dogs that are required to be kept beyond seven (7) days, Van Buren shall pay an additional cost of twenty dollars (\$20) per day and a euthanization cost of eighty

dollars (\$80) per dog or animal. Van Buren Shall pay such price on a monthly basis, regardless of whether any dogs actually come in to the Shelter from Van Buren in any given month. Such price is subject to change, depending upon potential changes in price paid by Romulus to its food, and /or other animal care products supplier(s) over the term of this Agreement Romulus shall provide advance written notice to Van Buren of any pricing changes.

- b. Additional Dogs in Excess of the 15-Animal Maximum: In the event that Van Buren requests that Romulus exceed the 15-Animal monthly limit and to the extent Romulus, in its sole discretion, is able to accept from Van Buren additional dogs, Van Buren shall pay to Romulus an amount of fifty dollars (\$50) per dog, in addition to the amounts paid under subsection (a).
- c. The Romulus Animal Shelter will not accept any obvious sick or injured dog(s) from the Van Buren. Sick or injured dog(s) will need to be seen by a veterinarian prior to being brought to the Romulus Animal Shelter. In the event a sick or injured dog is brought into the Romulus Animal Shelter by the Van Buren, Romulus will charge the Van Buren any medical expenses occurred.
- d. If any dog(s) brought in by a Van Buren to the Romulus Animal Shelter that has or is determined to have PARVO, the Van Buren will pay Romulus fifteen hundred dollars (\$1,500) in cleaning fees and euthanization fees of eighty dollars (\$80) per dog or each animal that needs to be euthanized.
- e. Transportation: In the event that Van Buren requests that Romulus transport the Animals, and provided Romulus, in its sole discretion, is able to accommodate such request, Van Buren shall additionally pay Romulus: Sixty dollars (\$60) per hour to cover straight time pay for all Romulus personnel and equipment utilized, ninety dollars (\$90) per hour to cover overtime pay for all Romulus personnel with a two hour minimum for personal, equipment included.

5. Indemnification and Limitation of Liability:

- a. The Parties acknowledge that Romulus and its associated municipal departments, including, without limitation, it's Department of Public Works, Ordinance Department, and Police Department, is a governmental entity and that the ownership and operation of the Shelter and the services provided attendant thereto, as encompassed in this Agreement and otherwise, are government functions.
- b. Under the provisions of this Agreement, Romulus, as a government agency engaged in a government function, is in no way waiving any immunity from liability under the Government Tort Liability Act, or MCL 691.1401, et seq, and in particular, MCL 691.1407(1). No exception to government tort liability immunity, including, but not limited to, the "highway exception" (MCL 691.1402) and the "public

building exception” (MCL 691.1406) shall apply in cases of injury to any Van Buren employee or its agents or any other person, in the discharge of activities within the provisions of this Agreement.

- c. To the extent allowed by applicable law, Van Buren shall indemnify and hold harmless Romulus, its agents, and employees, for any claim, including costs and reasonable attorney fees, arising out of Van Buren’s acts and omissions with respect to the subject matter of this Agreement.
- d. Romulus in no way makes any representations or warranties as to the quality of the Services (provided, however, that Romulus shall comply with Michigan law, as well as the rules, regulations, practices, procedures, and ordinances promulgated and adopted by the City of Romulus), the condition or safety of the Shelter or of the continued availability of space at the Shelter; and
- e. There are no third-party beneficiaries to this Agreement.

6. No Employment Relationship and No Joint Venture: Nothing in this Agreement shall be deemed to create an employment relationship between either party’s respective employees and the other party. Nothing in this Agreement shall be construed to create a joint venture between Romulus and Van Buren.

7. Applicable Law and Dispute Resolution:

- a. Applicable Law: This Agreement shall be governed by the laws of the State of Michigan.
- b. Dispute Resolution: Any dispute arising out of this Agreement shall be subject to binding arbitration located in Wayne County, Michigan; provided, however, that prior to arbitration, the parties shall first attempt to resolve any dispute with a meeting between representatives from each party. Such shall be subject to the following additional terms:
 - (1) Arbitration must be requested by a party in writing;
 - (2) The Parties shall agree upon one (1) neutral arbitrator;
 - (3) The costs of the arbitrator shall be shared equally between the Parties;
 - (4) If, upon written request for arbitration, an arbitrator is not selected within thirty (30) days, either party may petition the Wayne County Circuit Court for appointment of a neutral arbitrator selected by the Court.
 - (5) The rules of evidence will not be applied.

8. Miscellaneous:

- a. In the event of any storm, fire, insurrection or other force majeure or act of God, including any event resulting in catastrophic damage to Facility, Romulus shall be excused from performance under this Agreement.

- b. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder shall remain valid and enforceable.
- c. The headings of the various sections of this Agreement are provided for purposes of reference and convenience and shall not be construed to limit or conflict with any provision contained in the corresponding section or otherwise in this Agreement.
- d. This Agreement shall be considered to have been drafted by both parties.
- e. Notice to either party shall be provided to each party's respective Department of Public Works Director and the Van Buren Director of Public Safety.
- f. This Agreement may not be modified except by mutual written agreement, signed by authorized representatives of both Parties.
- g. This Agreement may not be assigned by either party without the written authorization of the other party.
- h. This Agreement contains the entirety of the Parties' understanding as to the subject matter contained herein. Any prior understandings as to the subject matter of this Agreement are merged and integrated into this Agreement.
- i. The Parties represent that the representative signatories below have been fully authorized by their respective legislative bodies to bind their respective municipalities hereto.

Agreed this 2 day of July, 2024

FOR THE CITY OF ROMULUS:

FOR THE TOWNSHIP OF VAN BUREN:

Signature

By: Robert McCraight
Its: Mayor

Date

Kevin McNamara

Signature

By: Kevin McNamara
Its: Supervisor

July 8, 2024
Date

Signature

By: Ellen Craig-Bragg
Its: Clerk

Date

Leon Wright

Signature

By: Leon Wright
Its: Clerk

July 8, 2024
Date

**INTER-GOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF ROMULUS AND THE GARDEN CITY
FOR SERVICES AT THE ROMULUS ANIMAL SHELTER**

This Inter-Governmental Agreement for Services at the Romulus Animal Shelter (the "Agreement") is hereby entered into on this 21 day of June, 2024, by and between the City of Romulus (hereinafter, "Romulus") and the City of Garden City (hereinafter, "Garden City") (collectively, "the Parties") pursuant to the following terms:

RECITALS

Whereas

Romulus owns the Romulus Animal Shelter (the "Shelter"), which is operated by the Romulus Ordinance Department (under the auspices of the Romulus Police Department), which Shelter offers temporary housing, food, sanitation, adoption, and other related services for stray, abandoned, donated, and "owner-impounded" dogs within the City of Romulus.

Whereas

Garden City does not presently have the resources to enable it to effectively deal with stray, abandoned, donated or "owner-impounded" dogs ("dogs" or the "Animals") within Garden City.

Whereas

Both Garden City and Romulus desire to afford their respective citizens the Animal-related services offered by the Shelter and to do so in a cost-effective manner.

Whereas

In keeping with the above, the Parties desire to allow Garden City to utilize the Shelter, pursuant to the terms and conditions set forth herein.

The above Recitals are contractual in nature and deemed a substantive part of this Agreement.

The Parties agree to the above-listed terms, subject additionally to the following Terms and Conditions:

TERMS AND CONDITIONS

1. **Definitions:** Unless otherwise set forth herein, the following terms are defined as follows:
 - a. *Owner* shall mean every person having the right of property of an animal and who provides any and all proof/acknowledgment of ownership of such animal which may be required by Romulus.
 - b. *Owner-impounded animal* shall mean any animal whose owner has brought it to the Shelter for purposes of relinquishing the animal to the Shelter for purposes of adoption and/or euthanasia. Owners impounding any Animal at the Shelter shall be required to provide any and all proof/acknowledgment of ownership which may be required by Romulus.
2. **Term and Termination:** This Agreement shall be in effect for a period of two (2) years, beginning on the date of the last signature hereto. Either party, upon thirty (30) days' written notice to the other party, may terminate this Agreement.
3. **Acceptance of the Animals at the Shelter and Services Provided:**
 - a. Subject to the other terms and conditions of this Agreement, Romulus agrees to accept dogs brought in by Garden City to the Shelter and to provide housing, food, sanitation, adoption, and attendant administrative services for such Animals (the Services). Garden City shall bring no animals to the Shelter other than dogs. The maximum number of days that Romulus shall be obligated to house dogs shall be 37 days unless there is a court order.
 - b. Romulus agrees to assist Garden City in transporting the Animals to the Shelter upon request by Garden City, subject to Romulus availability, and provided that the Parties also contemplate that officers of the Garden City Police Department may additionally provide such transportation, as set forth in this Agreement.
 - c. The Parties agree that Romulus is entitled to ensure that Animals coming from Romulus are given first priority with respect to available space at the Shelter before Romulus assumes any obligation to accept dogs coming from Garden City. In no instance shall Romulus be obligated to accept more than fifteen (15) total dogs per month or more than three dogs per day from Garden City, unless expressly agreed otherwise by Romulus.
 - d. Romulus agrees to offer dogs at the Shelter for adoption, subject to the provisions regarding euthanasia herein. In the event that a resident of Garden City shall seek to adopt any dog at the Shelter, such resident shall obtain a license/permit issued by the Garden City Treasurer and provide a receipt or other proof of the same to the Shelter. Romulus shall receive any and all applicable impound and adoption fees.

- e. Stray or abandoned dogs housed at the Shelter for seven (7) days or more may be offered for adoption or euthanized by Romulus and/or any of its agents so authorized.

Donated or "owner-impounded" dogs may be offered for adoption or euthanized by Romulus and/or any of its agents so authorized the same day they are brought to the Shelter.

- f. Romulus shall be solely responsible for fulfilling any and all documentation and reporting requirements to local, state, and/or federal agencies with respect to the dogs coming to the Shelter from Garden City including, without limitation, reporting requirements regarding the number of dogs picked up, adopted, euthanized, and all other applicable reporting requirements.
- g. All dogs housed at the Shelter, and their attendant handling, care, and disposition, shall be subject to the applicable rules, regulations, practices, procedures, and ordinances promulgated and adopted by the City of Romulus and State laws.
- h. Access to the Shelter by Garden City shall be governed by the following protocol:
 - (1) Only officers of the Garden City Police Department shall have access to the Shelter;
 - (2) Garden City shall pick-up the key from the Romulus Police Department for the Animal Shelter's outer garage door and to the interior small kennel area, which would temporarily house dogs. Garden City shall not be permitted to access any other area of the Shelter;
 - (3) Prior to entry of the Shelter, Garden City shall contact the Romulus Police Department to inform it of its entry;
 - (4) Upon entry and exit of the Shelter, Garden City shall record all access to the Shelter by completing a "sign-in/sign-out" form, as provided by the Shelter; and
 - (5) Upon exit of the Shelter, Garden City shall lock the interior and exterior doors and return the key back to the Romulus Police Department and shall assume full responsibility and liability and to the extent allowed by applicable law, shall indemnify and hold Romulus harmless with respect to the same.

4. Price:

- a. Dogs: With respect to dogs only, as consideration for Romulus' provision of the Services, the adequacy of which is hereby acknowledged, Garden City shall pay to Romulus an amount of one thousand dollars (\$1,000) per month. In addition, any

dogs that are required to be kept beyond seven (7) days, Garden City shall pay an additional cost of twenty dollars (\$20) per day and a euthanization cost of eighty dollars (\$80) per dog or animal. Garden City Shall pay such price on a monthly basis, regardless of whether any dogs actually come in to the Shelter from Garden City in any given month. Such price is subject to change, depending upon potential changes in price paid by Romulus to its food, and /or other animal care products supplier(s) over the term of this Agreement Romulus shall provide advance written notice to Garden City of any pricing changes.

- b. Additional Dogs in Excess of the 15-Animal Maximum: In the event that Garden City requests that Romulus exceed the 15-Animal monthly limit and to the extent Romulus, in its sole discretion, is able to accept from Garden City additional dogs, Garden City shall pay to Romulus an amount of fifty dollars (\$50) per dog, in addition to the amounts paid under subsection (a).
- c. The Romulus Animal Shelter will not accept any obvious sick or injured dog(s) from the Garden City. Sick or injured dog(s) will need to be seen by a veterinarian prior to being brought to the Romulus Animal Shelter. In the event a sick or injured dog is brought into the Romulus Animal Shelter by the Garden City, Romulus will charge the Garden City any medical expenses occurred.
- d. If any dog(s) brought in by a Garden City to the Romulus Animal Shelter that has or is determined to have PARVO, the Garden City will pay Romulus fifteen hundred dollars (\$1,500) in cleaning fees and euthanization fees of eighty dollars (\$80) per dog or each animal that needs to be euthanized.
- e. Transportation: In the event that Garden City requests that Romulus transport the Animals, and provided Romulus, in its sole discretion, is able to accommodate such request, Garden City shall additionally pay Romulus: Sixty dollars (\$60) per hour to cover straight time pay for all Romulus personnel and equipment utilized, ninety dollars (\$90) per hour to cover overtime pay for all Romulus personnel with a two hour minimum for personal, equipment included.

5. Indemnification and Limitation of Liability:

- a. The Parties acknowledge that Romulus and its associated municipal departments, including, without limitation, it's Department of Public Works, Ordinance Department, and Police Department, is a governmental entity and that the ownership and operation of the Shelter and the services provided attendant thereto, as encompassed in this Agreement and otherwise, are government functions.
- b. Under the provisions of this Agreement, Romulus, as a government agency engaged in a government function, is in no way waiving any immunity from liability under the Government Tort Liability Act, or MCL 691.1401, et seq, and in particular, MCL 691.1407(1). No exception to government tort liability immunity, including,

but not limited to, the “highway exception” (MCL 691.1402) and the “public building exception” (MCL 691.1406) shall apply in cases of injury to any Garden City employee or its agents or any other person, in the discharge of activities within the provisions of this Agreement.

- c. To the extent allowed by applicable law, Garden City shall indemnify and hold harmless Romulus, its agents, and employees, for any claim, including costs and reasonable attorney fees, arising out of Garden City’s acts and omissions with respect to the subject matter of this Agreement.
- d. Romulus in no way makes any representations or warranties as to the quality of the Services (provided, however, that Romulus shall comply with Michigan law, as well as the rules, regulations, practices, procedures, and ordinances promulgated and adopted by the City of Romulus), the condition or safety of the Shelter or of the continued availability of space at the Shelter; and
- e. There are no third-party beneficiaries to this Agreement.

6. **No Employment Relationship and No Joint Venture:** Nothing in this Agreement shall be deemed to create an employment relationship between either party’s respective employees and the other party. Nothing in this Agreement shall be construed to create a joint venture between Romulus and Garden City.

7. **Applicable Law and Dispute Resolution:**

- a. **Applicable Law:** This Agreement shall be governed by the laws of the State of Michigan.
- b. **Dispute Resolution:** Any dispute arising out of this Agreement shall be subject to binding arbitration located in Wayne County, Michigan; provided, however, that prior to arbitration, the parties shall first attempt to resolve any dispute with a meeting between representatives from each party. Such shall be subject to the following additional terms:
 - (1) Arbitration must be requested by a party in writing;
 - (2) The Parties shall agree upon one (1) neutral arbitrator;
 - (3) The costs of the arbitrator shall be shared equally between the Parties;
 - (4) If, upon written request for arbitration, an arbitrator is not selected within thirty (30) days, either party may petition the Wayne County Circuit Court for appointment of a neutral arbitrator selected by the Court.
 - (5) The rules of evidence will not be applied.

8. **Miscellaneous:**

- a. In the event of any storm, fire, insurrection or other force majeure or act of God, including any event resulting in catastrophic damage to Facility, Romulus shall be excused from performance under this Agreement.
- b. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder shall remain valid and enforceable.
- c. The headings of the various sections of this Agreement are provided for purposes of reference and convenience and shall not be construed to limit or conflict with any provision contained in the corresponding section or otherwise in this Agreement.
- d. This Agreement shall be considered to have been drafted by both parties.
- e. Notice to either party shall be provided to each party's respective Department of Public Works Director and the Garden City Director of Public Safety.
- f. This Agreement may not be modified except by mutual written agreement, signed by authorized representatives of both Parties.
- g. This Agreement may not be assigned by either party without the written authorization of the other party.
- h. This Agreement contains the entirety of the Parties' understanding as to the subject matter contained herein. Any prior understandings as to the subject matter of this Agreement are merged and integrated into this Agreement.
- i. The Parties represent that the representative signatories below have been fully authorized by their respective legislative bodies to bind their respective municipalities hereto.

Agreed this _____ day of _____, 2024

FOR THE CITY OF ROMULUS:

Signature

By: Robert McCraight
Its: Mayor

Date

Signature

By: Ellen Craig-Bragg
Its: Clerk

Date

FOR THE CITY OF GARDEN CITY:

Signature

By: Mark Jacobs
Its: Mayor

Date

Signature

By: Bryan C. Smith
Its: Clerk

Date



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **July 22, 2024**

Item No. G.

General Description: Sole Source Purchase - RPD PSAP V-Viper 911 Equipment & Software Upgrade

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Sole Source Purchase – RPD PSAP V-Viper 911 Equipment & Software Upgrade
DATE: July 16, 2024

I concur with the recommendation of Nicole Harris, Police Captain, Christina Parker, Purchasing Director, and legal counsel and respectfully request Council authorize the upgrade of the V-Viper 911 system (including all related hardware and software) and authorize the Mayor and Clerk to enter into both the five (5) year software support/maintenance contract and the 4 year equipment maintenance contract for the PSAP from the sole source provider AT&T at a total cost of \$213,521.80.

Further, I respectfully request Council authorize the extension of contracts for the software maintenance/support contract and for the equipment maintenance contract, following their initial contract terms, until such time that the equipment is replaced.

Maria Farris, Finance Director, has verified that funds for this acquisition are currently available in the 911 Service Fund, Capital Outlay and Maintenance Contracts expense accounts 261-301-970.000 and 261-301-931.000.

Two motions are required:

Motion by _____, supported by _____, to concur with the administration and authorize the upgrade of the V-Viper 911 system (including all related hardware and software) and authorize the Mayor and Clerk to enter into both the five (5) year software support/maintenance contract and the 4 year equipment maintenance contract for the PSAP from the sole source provider AT&T at a total cost of \$213,521.80.

Motion by _____, supported by _____, to concur with the administration and authorize the extension of contracts for the software maintenance/support contract and for the equipment maintenance contract, following their initial contract terms, until such time that the equipment is replaced.



MEMORANDUM

DATE: July 12, 2024
TO: Mayor Robert McCraight
FROM: Christina Parker, Purchasing Director
SUBJECT: Approval Sole Source Purchase – RPD PSAP V-Viper 911 Equipment & Software Upgrade

Please be advised that the equipment, equipment operating system and related software for the public safety answering point (PSAP) 911 equipment was identified as being at end of life by AT&T. Repair parts for equipment at end of life are no longer manufactured and software at end of life is no longer supported or updated by the equipment's manufacturer. As a result, failure of our existing PSAP 911 equipment could result in the loss of 911 services for the City's residents and our public safety departments.

AT&T, the sole source provider for the V-Viper system has provided Captain Nicole Harris of the Romulus Police Department a pricing schedule for the acquisition of the new equipment, all needed software and annual reoccurring costs related to acquiring new equipment for the RPD PSAP.

Steve Hitchcock has reviewed the documents, is in agreement with the sole source purchase and is recommending that the City proceed with the acquisition.

If you concur, please request Council's permission for the sole source purchase of the upgrade to the V-Viper 911 system and all related hardware and software needed for the PSAP and to enter into both the 5 year software support and maintenance contract. The initial year maintenance has cost of \$ 14,914.01, the annual cost for contract years two through five will be \$28,425.77, for a total cost of \$128,617.08. The equipment upgrade for the V-Viper 911 system has a total cost of \$213,521.80.

Additionally, we would like Council's permission to extend the contracts for the software maintenance and support contract and for the equipment maintenance contract, following their initial contract terms, until such time that the equipment is replaced.

Maria Farris, Director of Finance has verified that funds for this acquisition are currently available in The 911 Service Fund, Capital Outlay and Maintenance Contracts expense accounts (261-301-931.000 and 261-301-970.000).

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

Christina Parker

Christina Parker
Purchasing Director

MEMO



To: Purchasing Director Christina Parker
From: Captain Nicole Harris
Date: July 12th, 2024
Re: 911 V-Viper System Upgrade – Maintenance Agreement

The Romulus Police Department needs to upgrade the existing 911 system as it will fall out of warranty in August 2024. This upgrade will expand the current number of call taking positions to four, allowing for an additional EMD dispatch position. This upgrade provides essential 911 emergency services for the citizens of Romulus.

The Romulus Police Department also seeks permission to pay year 1 of the maintenance agreement which will give us 24-7 maintenance to support the V-Viper system. The maintenance contract cost is \$28,430.

The initial year maintenance contract cost is \$ 14,914.01, and annual cost for contract years two through five will be \$ 28,430. The cost of the total upgrade will be \$213,521.80.

Funds for upgrade purchase is budgeted in account 266.301.971.000, Law Enforcement Federal account.

Funds for the maintenance agreement is budgeted in account 261.301.931.000, 911 Service Fund.

If you concur, please seek Councils approval to proceed with this purchase.



Next Generation 9-1-1
Smarter & Safer™



C-Blade System Upgrade for

174

Romulus PD, MI

Quote Number: 74214

Version: 3

22-Jan-24

Summary Romulus PD

Item	Price
Systems	\$101,637.80
Services	\$73,136.82
Total:	\$174,774.62

Configuration Parameters - Romulus PD

Site Configuration

Total Positions	3
Total Number of E9-1-1 CAMA Trunks	0
Total Number of FXO Lines	0
Total Number of ISDN-PRI channels (T1)	0
SIP	Not Included
3rd Party PBX Licenses	Not Included

PowerOPS		0
VIPER ACD		0
Add-on for Radio Recorder	Not Included	
AntiVirus		8

Model #	Description	Qty
VIPER		
911771/BB	VIPER C-Blade Servers Bundle	1
	911830 VIPER Gateway Chassis G3	1
	912807 4 Foot IT Cabinet	1
912811/U	Application Server Position Access License	4
912812/U	PBX Access License Upgrade	3
	911834 AIM G3	2
P10008/U	License to Connect Non-Intrado Recording Device	1
911SIP/U	9-1-1 Ingress via SIP - License per position	3
P10273	Low Profile KVM	1
912716/24	Cisco C2960X-24TS-L 24 port switch (with stacking	2
	950853 Back Room Equipment Staging - Per Cabinet	1

Power Stations		
P10096	21.5" LED Backlit Monitor	3
914600/3	IWS External Programmable Keypad - 24 Buttons	3
911810-1/BB	Power Station Bundle	3
	950852 Front Room Equipment Staging - Per Position	3

Power 911 Setup		
913100/U	Power 911 Client and Server Access License -	3
913152/U	Power 911 Add-on Recorder for Radio Upgrade	3
	911775 C-Blade - Power 911 DB Server	1
P10114/R	Backup Disk Solution for Windows Server (Rack-	1

ECATS Setup Fees		
ECATS-DC-WIN	Data Collector for IP Integrated Deployments	1
ECATS-SETUP	Per Collection Point	1

Peripheral Hardware		
915109/P	Alarm Panel (Includes Power Supply)	1

Project Survey

P10313	Project Survey (per Site)	1
P10319	Living Expense per Day per Person	3
P10351	Travel Fee per Person	1

Installation Services

P10314	Professional Services (per Day)	6
P10319	Living Expense per Day per Person	8
P10351	Travel Fee per Person	1

Training Services

	960780 Administrator Training	1
	960801 User Training	1
P10087	CCS Training	1
P10373	Training Cutover Support	1
P10319	Living Expense per Day per Person	5
P10351	Travel Fee per Person	1

Project Management Services

950510 Project Management Services	1
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AT&T Technician Installation Services

1

Optional Items and Services

Model #	Description	Qty
VIPER		

912925 SIP I/F to 3rd Party PBX License - Per Position	3
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Additional Positions

	912811 Application Server License	1
	912812 PBX Access License	1
	913100 Power 911 Client and Server Access License	1
	913152 Power 911 Add-On Recorder for Radio (ITRR)	1
P10096	21.5" LED Backlit Monitor	1
914600/3	IWS External Programmable Keypad - 24 Buttons	1
	950852 Front Room Equipment Staging - Per Position	1
911SIP	9-1-1 Ingress via SIP - License per position	1
	912925 SIP I/F to 3rd Party PBX License - Per Position	1
911810-1/BB	Power Station Bundle	1
P10349	Total Protection Service, Dark Back-up Position	1

NetClock

Q13403	GPS/GNSS Command Center Package - up to 4	1
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Subtotal	\$54,611.50
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Subtotal	\$27,746.30
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Subtotal	\$17,630.00
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Subtotal	\$0.00
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Subtotal	\$1,650.00
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Subtotal	\$7,762.50
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Subtotal	\$27,408.34
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Subtotal	\$17,345.84
-----------------	--------------------

Subtotal	\$6,760.14
-----------------	-------------------

Subtotal	\$13,860.00
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Total	\$174,774.62
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Total

Subtotal	\$1,435.50
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Subtotal	\$15,498.34
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Subtotal	\$21,813.34
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911 Call Handling Maintenance Quote

General Information:

Customer Name: Romulus Police Department
Site Address: 11165 Olive
Romulus, MI 48174
Equipment: Intrado Viper - 3 Positions
Exclusions: All Optional Parts/Spares, and the reusing of existing hardware / software

Date: October 23, 2023
Valid Through: October 22, 2023
Prepared By: N. Alfke

AT&T Maintenance Services -

Complete (Hardware Mtce)

- Flat Service Rate
- Parts and Labor Coverage
- 24 Hr Emergency Service for Major Failures at No Additional Charge
- Same-day Response Objectives
 - 2 Hr Response for Emergencies
 - 8 Business Hr Response for Routine Repair Service
- Annual System Audits
- Discounted Labor Rates

Viper Hardware Maintenance		Total Term: 5YR's Annual Billing
Warranty - Year 1	\$ -	
Year 2	\$ 13,511.76	
Year 3	\$ 13,511.76	
Year 4	\$ 13,511.76	
Year 5	\$ 13,511.76	
Total 5 Year Term:		\$ 54,047.02

Intrado Total Protection Services		Total Term: 5YR's Annual Billing
Required by Manufacturer		
Warranty - Year 1	\$ 10,031.25	
Year 2	\$ 10,031.25	
Year 3	\$ 10,031.25	
Year 4	\$ 10,031.25	
Year 5	\$ 10,031.25	
Total 5 Year Term:		\$ 50,156.25

Intrado ECATS Recurring Services		Total Term: 5YR's Annual Billing
Warranty - Year 1	\$ 4,882.76	
Year 2	\$ 4,882.76	
Year 3	\$ 4,882.76	
Year 4	\$ 4,882.76	
Year 5	\$ 4,882.76	
Total 5 Year Term:		\$ 24,413.81

This Proposal and Quotation, and any purchase made in response to this Proposal and Quotation, are subject to the terms and conditions set forth in the standard AT&T Equipment Solutions-Voice CPE Resale and Support Services Addendum or in the AT&T Business Service Guide-Voice CPE and Services document.

Maintenance excludes headsets, portable/wireless telephones, answering machines, UPS systems, power conditioners and power supplies (including batteries and chargers), consumables and any software which is at a revision level not supported by the software licensor.

Notations: Intrado S-W Support

Intrado services become effective at system installation and are invoiced at cutover.



FUNDS VERIFICATION FORM

DEPARTMENT:

Police Department

FUND NAME:

Law Enforcement – Federal

ACCOUNT NUMBER/S:

266.301.971.000 & 261-301-931.000

PURPOSE FOR REQUEST:

To upgrade the existing V-Viper 911 system as the current system will go out of warranty in August 2024. The V-Viper system is what allows our citizens to call 911 and those calls to be properly routed to Romulus Dispatch.

AMOUNT OF EXPENDITURE:

\$213,521.80 from 266-301-971.000

\$14,914.01 from 261-301-931.000 total of \$228,435.81 FY 24/25

Maintenance in years 2-5 FY 25/26- FY 28/29 will be \$28,425.77 from 261-301-931.000

SIGNATURE OF DEPARTMENT HEAD:**FUNDS CURRENTLY AVAILABLE:**

Available FY 24/25

FINANCE DEPARTMENT APPROVAL:

Maria Farris

DATE:

July 11, 2024



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **July 22, 2024**

Item No. H.

General Description: Sole Source Purchase - Membership Approval Transportation Improvement Software

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Sole Source Purchase – Membership Approval Transportation Improvement Software
DATE: July 16, 2024

I concur with the recommendation of Nicole Harris, Police Captain, and Gary Harris, Purchasing Director, and respectfully request City Council authorize the sole source purchase of a one (1) year membership with Transportation Improvement Association for the City of Romulus Police Department at a total cost of \$9,308.00 with the option to extend the membership on a yearly basis if services prove to be beneficial under the terms of Sole Source Purchases Exception in Section 39-11 (d)(1)f of the City of Romulus Purchasing Ordinance.

Maria Farris, Finance Director has verified that funds for this acquisition are available in the Police Public Safety Fund, Police Expenditures Capital Outlay JAG Grant Expense account #205-301-971.004.

Motion by _____, supported by _____, to concur with the administration, and authorize the sole source purchase of a one (1) year membership with Transportation Improvement Association for the City of Romulus Police Department at a total cost of \$9,308.00 with the option to extend the membership on a yearly basis if services prove to be beneficial under the terms of Sole Source Purchases Exception in Section 39-11 (d)(1)f of the City of Romulus Purchasing Ordinance.



MEMORANDUM

DATE: July 12, 2024
TO: Mayor Robert A. McCraight
FROM: Christina Parker, Purchasing Director
SUBJECT: Membership Approval Transportation Improvement Software

Under the terms of Chapter 39 of the City of Romulus Code of Ordinances (Section 39-11(d)(1)f, Exceptions to Competition Appropriate documentation of due diligence must be obtained by city departments when making purchases, employee training and memberships and dues where there is only one company available, I respectfully request that Council authorize the Sole Source purchase of a 1 year membership with Transportation Improvement Association (TIA) for the City of Romulus Police Department.

I concur with the recommendation of Police Captain Nicole Harris to proceed with this purchase. If you concur, please request Council's authorization for the purchase of a 1 year membership with Transportation Improvement Association for the City of Romulus Police Department for a total cost of \$9,308, with the option to extend the membership on a yearly basis if services prove to be beneficial, under the terms of the Exemptions to Competition Exception in Section 39- 11 (d)(1)f of the City of Romulus Purchasing Ordinance. . This membership will provide access to a variety of engineering, education, and enforcement services.

Maria Farris, Director of Finance, has verified that funds are available in the Police Public Safety Fund Police Expenditures Capital Outlay JAG Grant Expense Account (205-301-971.004).

If I can be of any further assistance in this matter, please contact me.

Christina Parker

Christina Parker
Purchasing Director



Transportation Improvement Association

100 E Big Beaver Rd Suite 910
Troy, MI 48083-1204 US
(248) 334-4971
www.tiasafety.us

INVOICE

BILL TO
Romulus
Chief Robert Pfannes
11165 Olive St
Romulus, MI 48174

INVOICE 4404
DATE 07/01/2024
TERMS Net 30
DUE DATE 07/31/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	3300	MEMBERSHIP - GOVERNMENT (07/01/2024 - 06/30/2025 - 50% Discount)	1	9,308.00	9,308.00

Thank you for your continued commitment to saving lives and preventing injuries through supporting our award-winning transportation safety engineering, education, and enforcement services!

BALANCE DUE **\$9,308.00**



FUNDS VERIFICATION FORM

DEPARTMENT:

Police Department

FUND NAME:

Capital Outlay

ACCOUNT NUMBER/S:

205-301-971.004

PURPOSE FOR REQUEST:

Cost of membership with the transportation improvement association to assist up with all things traffic related ranging from Education, Enforcement and Engineering.

AMOUNT OF EXPENDITURE:

\$9,308.00

SIGNATURE OF DEPARTMENT HEAD:**FUNDS CURRENTLY AVAILABLE:**

Available FY 24/25

FINANCE DEPARTMENT APPROVAL:

Maria Farris

DATE:

July 11, 2024



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **July 22, 2024**

Item No. I.

General Description: Sole Source Purchase of five (5) Security Carts from PrintElect for Elections

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Sole Source Purchase of five (5) Security Carts from PrintElect for Elections
DATE: July 16, 2024

I concur with the recommendation of D'Sjonaun Hockenhull, Deputy Clerk and Christina Parker, Purchasing Director, and respectfully request City Council authorize the sole source purchase of five (5) Voter's Choice EX Cart 4000 Security Carts from PrintElect for the City of Romulus Clerk's Office in the amount of \$14,955.00.

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

Motion by _____, supported by _____, to concur with the administration, and authorize the sole source purchase of five (5) Voter's Choice EX Cart 4000 Security Carts from PrintElect for the City of Romulus Clerk's Office in the amount of \$14,955.00.



MEMORANDUM

DATE: July 15, 2024
TO: Mayor Robert A. McCraight
FROM: Christina Parker, Purchasing Director
SUBJECT: Sole Source Purchase of five (5) Security Carts from PrintElect for Elections

Under the terms of Chapter 39 of the City of Romulus Code of Ordinances (Section 39-11(d)(1)c.1., Exceptions to Competition-Sole Source Purchase-only one known source that can provide the commodity), I respectfully request that Council authorize the Sole Source purchase of an additional five (5) Voter's Choice EX Cart 4000 Security Carts from PrintElect for the City of Romulus Clerk's department for a total of \$14,955.00. Council recently approved the purchase of four (4) carts (Res. No 24-121) in April 2024.

I concur with the recommendation of Deputy Clerk D'Sjonaun Hockenhull to proceed with this purchase. If you concur, please request Council's authorization for the purchase of five (5) Voter's Choice EX Cart 4000 Security Carts from PrintElect for the City of Romulus Clerk's department for a total of \$14,955.00 under the terms of Sole Source Purchases Exception in Section 39-11(d)(1)c.1 of the City of Romulus Purchasing Ordinance.

Gary Harris, Assistant Finance Director, has verified that funds are available in the General Fund, Elections, Capital Outlay Expense Account (101-262-971.000).

Christina Parker

Christina Parker
Purchasing Director



MEMORANDUM

To: Christina Parker, Purchasing Director

From: D'Sjonaun Hockenhull, Deputy City Clerk

Cc: Ellen Craig-Bragg, City Clerk

Date: July 15, 2024

Re: Purchase of five (5) Security Carts from PrintElect

At the May 6, 2023 Regular Council Meeting, the Romulus City Council unanimously approved the purchase of four (4) Voter's Choice EZ Cart 4000 (Res. No 24-121). I am requesting approval to purchase an additional five (5) Voter's Choice EZ Cart 4000 from PrintElect in the amount of \$14,955.00. These security carts are custom-made and distributed exclusively by PrintElect. A sole-source letter has been included with this memo.

As materials and supplies for the administration of election increase, concise delivery and storage are a concern for many municipalities in Michigan. The EZ Cart 4000 provides a compact storage solution for the city's record storage facility and allows DPW personnel to deliver election materials, supplies, and equipment in less trips, while also providing an additional layer of security. A Voter's Choice EZ Cart 4000 will be assigned to one (1) polling location. Two (2) Voter's Choice EZ Cart 4000s will be assigned to Romulus Elementary and Romulus Middle School polling locations due to the number of precincts in each location.

Funds for this purchase will be deducted from GL Account #101-262-971.000 (Elections – Capital Outlay).

If you concur, please submit to the Mayor's Office for inclusion under the Mayor's Report for the July 22nd Regular Council Meeting requesting Council's authorization for the purchase of five (5) Voter's Choice EZ Cart 4000 from PrintElect in the amount of \$14,955.00 under the terms of Sole Source Purchases Exception in Section 39-11(d)(1)c.1 of the City of Romulus Purchasing Ordinance.

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

OWEN G DUNN CO., INC/PRINTELECT
PO Box 13216
New Bern, NC 28561 US
+12526333197



BILL TO
City of Romulus
11111 Wayne Road
Romulus, MI 48174

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

INVOICE # 33486
DATE 07/10/2024
DUE DATE 08/09/2024
TERMS Net 30

ACTIVITY	DATE	QTY	RATE	AMOUNT
2260-01 Voter's Choice EZ Cart 4000		5	2,600.00	13,000.00T
FRT Shipping and Handling		1	1,955.00	1,955.00T
ORDER 233519A				
SUBTOTAL				14,955.00
TAX				0.00
TOTAL				14,955.00
BALANCE DUE				\$14,955.00



Valley Craft Industries
2001 S Highway 61
Lake City, MN 55041
651-345-3386

Date: 1/4/2024

To Whom It May Concern:

RE:

- Model # F87808A6
- Model # F87811A3

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

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

Sincerely,

Ryan Stark
Director of Sales & Marketing | Valley Craft

ryanstark@valleycraft.com
651-345-6627



Voter's Choice EZ Cart 4000

\$2,600.00

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

Add To Cart

1

SKU: 2260-01

Categories: Equipment Carts & Storage, Featured Products

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

Description

Additional information

Reviews (0)

NOTE: Cart ships via freight truck. Pricing also subject to change due to uncertain steel prices. Contact Printelect via phone or email to finalize purchase of cart and shipping and pricing estimates. The Voter's Choice EZ Cart 4000 Security Truck is uniquely equipped to secure and store an entire polling site worth of booths, etc. in a durable, steel cart. Featuring all-welded 2"x2" steel wire grid panels, this truck offers total security and see-through viability. This security truck features three adjustable shelves that can be moved easily along the grid panels using plastic clips (4) that are each rated for 250 pounds of weight. The cart has been compartmentalized to maximize storage space for ballot boxes, signage, electronic pollbooks, and more. Additional features include a removable push handle, 6" mold-on casters (2 rigid, 2 swivel), recessed locking latches, and a 1,000 pound load capacity. Shipping fully assembled (casters, push handle, and shelves require minimal assembly), this durable powder coated security truck can secure all of your election equipment and supplies. Minimum Order Quantities may apply. **PLEASE ORDER VIA PHONE OR EMAIL ONLY.**

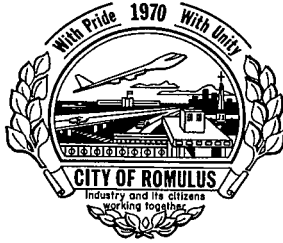
Features

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

Specifications

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

Contact us for any questions



FUNDS VERIFICATION FORM

DEPARTMENT:

CLERK

FUND NAME:

ELECTIONS- CAPITAL OUTLAY

ACCOUNT NUMBER/S:

101-262-971.000

PURPOSE FOR REQUEST:

To purchase five (5) Voter's Choice EZ Cart 4000 for elections

AMOUNT OF EXPENDITURE:

\$14,955.00

SIGNATURE OF DEPARTMENT HEAD:**FUNDS CURRENTLY AVAILABLE:**

\$14,955.00

FINANCE DEPARTMENT APPROVAL:**DATE:**

7/15/2024



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **July 22, 2024**

Item No. J.

General Description: Piggyback MiDeal Contract - Dell 24 Electronic Pollbooks

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 MiDeal Contract #071B6600111 Dell 24 Electronic Pollbooks
DATE: July 17, 2024

I concur with the recommendation of Jennifer Madison, Assistant Director of Technology Services, and Christina Parker, Purchasing Director, and respectfully request Council's authorization to piggyback on the State of Michigan MiDeal Program contract #071B6600111 for the purchase of 24 Dell Electronic Pollbooks for a total cost of \$17,192.16

Gary Harris, Assistant Finance Director, has verified that funds for the purchase are currently available in the Technology Services Fund Tech Supplies Expense account #664-228-750.000 and in Election Fund Election Supplies Expense account #101-262-729.000.

Motion by _____, supported by _____, to concur with the administration and consent to piggyback on the State of Michigan MiDeal Program contract #071B6600111 for the purchase of 24 Dell Electronic Pollbooks for a total cost of \$17,192.16



MEMORANDUM

DATE: July 16, 2024
TO: Mayor Robert A. McCraight
FROM: Christina Parker, Purchasing Director
SUBJECT: Piggyback MiDeal Program Contract#071B6600111Dell 24 Electronic Pollbooks

Jennifer Madison, Assistant Director of Technology Services is requesting to purchase 24 Dell Electronic Pollbooks as a replacement to the current pollbooks that have reached end of life due to manufacturing age and operating system upgrades by the State of Michigan, by piggybacking on the State of Michigan through its MiDeal Program who competitively requested bids for this extendable contract, #071B6600111. The contract for hardware and software was awarded to Dell Marketing L.P. for a term from July 15, 2016 through July 31, 2026. Purchases of products on this contract will grant the city a discounted percentage off the list price, depending on the product. The products and services we will be offered under this extendable contract will be offered at a significantly lower price than the price we could obtain on our own.

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.”

It is the recommendation of myself and Assistant Director of Technology Services, Jennifer Madison to proceed with this purchase. If you concur, please request Council's permission to piggyback on the State of Michigan MiDeal Program contract #071B6600111 for the purchase of 24 Dell Electronic Pollbooks for a total cost of \$ 17,192.16. The total cost will be split among GL's (664-228-750.000) and (101-262-729.000).

Gary Harris, Assistant Finance Director, has verified that funds for this purpose are available in Technology Services Fund Tech Supplies Expense Account (664-228-750.000) and in Election Fund Election Supplies Expense Account (101-262-729.000).

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: Jennifer Madison, Assistant Technology Services Director
CC: Stephen Dudek, Technology Director
SUBJECT: Recommendation Upgrade Romulus Election Electronic Pollbooks
DATE: July 15, 2024

It is my recommendation that the City of Romulus Piggyback off of State of Michigan Contract 071B6600111 with vendor, Dell Technologies to purchase 24 replacement Electronic Pollbooks for Elections at city wide polling locations.

The ePollbooks are a requirement of the Election process set forth by the State of Michigan meeting the required specification of this equipment. The current electronic pollbooks have reached end of life due to manufacturing age and operating system upgrades requested by the State.

The monies have been budgeted and approved for Fiscal Year 2024-25 in the appropriate Technology Services Fund, Tech Supplies – GL# 664-228-750.00 and Election Fund, Election Supplies GL# 101-262-729.00

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,



Jennifer Madison
Technology Services Assistant Director
City of Romulus

From: Emmie.Sweeting@Dell.com
To: [Madison, Jennifer](#)
Subject: Your Dell Quote 3000179025801.1
Date: Monday, July 15, 2024 1:02:58 PM



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Aug. 14, 2024**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote No.	3000179025801.1	Sales Rep	Emmie Sweeting
Total	\$17,192.16	Phone	(800) 456-3355, 80000
Customer #	81062508	Email	Emmie.Sweeting@Dell.com
Quoted On	Jul. 15, 2024	Billing To	ACCOUNTS PAYABLE
Expires by	Aug. 14, 2024		CITY OF ROMULUS
Contract Name	State of Michigan - 071B6600111		11111 WAYNE RD
Contract Code	C000000009850		ROMULUS, MI 48174- 1485
Customer Agreement #	071B6600111		
Deal ID	26849440		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Emmie Sweeting

Product	Unit Price	Quantity	Subtotal
Dell Latitude 3550	\$716.34	24	\$17,192.16
Subtotal:			\$17,192.16

Shipping:	\$0.00
Non-Taxable Amount:	\$17,192.16
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$17,192.16
--------	-------------



Shipping Group Details

Shipping To

TECHNOLOGY SERVICES
CITY OF ROMULUS
11111 WAYNE RD
ROMULUS, MI 48174

Shipping Method

Standard Delivery Free Cost

Shipping Group Details

Shipping To

TECHNOLOGY SERVICES
CITY OF ROMULUS
11111 WAYNE RD
ROMULUS, MI 48174
(734) 955-4505

Shipping Method

Standard Delivery Free Cost

		Unit Price	Quantity	Subtotal
Dell Latitude 3550		\$716.34	24	\$17,192.16
Estimated delivery if purchased today: Jul. 19, 2024 Contract # C000000009850 Customer Agreement # 071B6600111				
Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 3550, BTX	210-BLRD	-	24	-
13th Gen Intel Core i5-1335U (12 MB cache, 10 cores, up to 4.60 GHz Turbo)	379-BFBK	-	24	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	24	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	24	-
Intel 13th Generation i5-1335U, Intel Integrated Iris Xe or UHD Graphics	338-CNSG	-	24	-
Intel Rapid Storage Technology Driver	409-BCXQ	-	24	-
8 GB: 1 x 8 GB, DDR5, 5600 MT/s (5200 MT/s with 13th Gen Intel Core processors)	370-BBTN	-	24	-
256GB, M.2 2230, TLC PCIe Gen 4 NVMe	400-BQZS	-	24	-
15.6" HD (1366x768) Non-Touch, AG, TN, 220 nits, HD Cam, WLAN	391-BHZG	-	24	-
HD Camera, Temporal Noise Reduction, No ExpressSign-In, Camera Shutter, Mic	319-BBID	-	24	-
English US backlit AI hotkey keyboard with numeric keypad, 99-key	583-BLNH	-	24	-
Wireless Intel AX211 WLAN Driver MOD-SRV, + Bluetooth Wireless Card	555-BKKT	-	24	-
Intel Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BKLT	-	24	-
3- cell, 54Wh Battery, Express Charge, Express Charge Boost capable	451-BDGP	-	24	-
65W AC adapter, USB Type-C,	492-BDMN	-	24	-

EcoDesign

Single Pointing Keyboard, No Finger Print Reader, No SIM	346-BKJB	-	24	-
E4 Power Cord 1M for US	450-AMEI	-	24	-
Quick Start Guide for 3550	340-DMKL	-	24	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	24	-
ENERGY STAR Qualified	387-BBLW	-	24	-
Fixed Hardware Configuration	998-GWPX	-	24	-
Dell Additional Software	658-BFQB	-	24	-
Min PKG, 65W Typ C Adpt, RPL	340-DPGP	-	24	-
POD Label, 100% tie to L10 BTS & BTP	389-EFCN	-	24	-
Latitude 3550 Laptop Bottom Door, Integrated Graphics	321-BKQW	-	24	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	24	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	24	-
Dell Limited Hardware Warranty	997-6727	-	24	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	997-6735	-	24	-
Onsite/In-Home Service After Remote Diagnosis, 2 Year Extended	997-6737	-	24	-

Subtotal:	\$17,192.16
Shipping:	\$0.00
Estimated Tax:	\$0.00

Total:	\$17,192.16
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CONNECT WITH DELL:



BROWSE MORE OPTIONS:

IT Transformation

Laptops

Desktops

Servers & Storage

2-in-1's

Electronics & Accessories

Financing Options

Dell Services

Dell Support

Subscription Center

Events

Dell Premier

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecifictterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



FUNDS VERIFICATION FORM

DEPARTMENT: Technology Services and Elections

FUND NAME: Tech Supplies and Election Supplies

ACCOUNT NUMBER/S: GL# 664-228-750.000 and GL# 101-262-729.000 (50/50 split)

PURPOSE FOR REQUEST: Replacement of the Dell (24) Electronic Pollbooks Laptops for all City of Romulus Elections polling locations. Devices have reached end of life, replacements meet the specifications determined by the State of Michigan Elections

AMOUNT OF EXPENDITURE: \$17,192.16

SIGNATURE OF DEPARTMENT HEAD:

Jennifer Madison

FUNDS CURRENTLY AVAILABLE: \$63,540.00

FINANCE DEPARTMENT APPROVAL:

Gary Harris

DATE:

7/15/2024



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **July 22, 2024**

Item No. K.

General Description: Aerotropolis Interlocal Agreement

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: Aerotropolis Interlocal Agreement
DATE: July 17, 2024

I concur with the recommendations of Kevin Krause, Director of Community Safety and Development and legal counsel, and respectfully request that Council authorize the Mayor and Clerk to enter into the attached amended Aerotropolis Interlocal Agreement.

Motion by_____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to enter into the attached amended Aerotropolis Interlocal Agreement.

MEMORANDUM

TO: Mayor Robert McCraight, City of Romulus
FROM: Kevin Krause, Director of Community Safety and Development
DATE: July 12, 2024
SUBJECT: Aerotropolis ILA Amendment

Dear Mayor McCraight,

On June 26th, 2024 the Aerotropolis Board of Directors approved an Interlocal Agreement (ILA) amendment. Specifically, the following amendment included an update to the following language within the ILA:

-
- Two (2) members shall be appointed by the Wayne County Executive and approved by the Wayne County Commission.

I am requesting the signature page provided by Aerotropolis be executed, upon resolution approval, by yourself and sent back to Mr. Christopher Girdwood with Aerotropolis.

Please contact me if you have any questions.

Thank you,



Kevin Krause, Director of Community Safety and Development

AMENDED AND RESTATED

INTERLOCAL AGREEMENT

creating the

DETROIT REGION

AEROTROPOLIS DEVELOPMENT CORPORATION

As amended by Amendment #1 _____, 2024

This **INTERLOCAL AGREEMENT**, as amended, is entered into pursuant to Act 7 (hereinafter defined), by and among the signatory parties hereto (“Parties”) for the purpose of creating the **DETROIT REGION AEROTROPOLIS DEVELOPMENT CORPORATION**, a separate legal entity and public body corporate, to administer the economic development objectives and purposes set forth herein. Each of the Parties is a “public agency” as defined in Act 7 with the power to carry out the programs described in this Agreement.

RECITALS

A. The Parties have determined that attracting businesses that can benefit from proximity to transportation infrastructure such as the Detroit Metropolitan Wayne County Airport and Willow Run Airport (together, the “Airports”) offers significant economic development opportunities and benefits.

B. The Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967, Ex. Sess., MCL 124.501 et seq. (“Act 7”), permits a public agency to exercise jointly with any other public agency any power, privilege or authority which such public agencies share in common and which each might exercise separately.

C. The Parties desire to enter into an interlocal agreement, pursuant to Act 7 to jointly create the Corporation and exercise the economic development powers shared by the Parties.

D. Each Party has the power, privilege and authority to perform various economic development activities and administrative functions supportive of economic development activities, and to enter into this Agreement.

E. To the extent that State law is enacted or amended subsequent to the execution date of this Agreement to provide for powers which may be exercised by the Corporation, the Parties desire and intend that the Corporation created hereby be fully empowered and authorized to exercise such powers to the full extent authorized by law from and after such enactment or amendment, without further amendment to this Agreement, subject only to the limitations set forth in this Agreement.

F. Each Party, pursuant to resolution of its governing body, is authorized to execute and deliver this Agreement.

IN WITNESS WHEREOF, the Parties covenant and agree as follows:

ARTICLE I DEFINITIONS

The following words and expressions, whenever initially capitalized, whether used in the singular or plural, possessive or nonpossessive and/or either within or without quotation marks shall be defined and interpreted as follows:

Section 1.01 “Act 7” means the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967 (Ex Sess), as amended, MCL 124.501 to 124.512.

Section 1.02 “Act 34” means the Revised Municipal Finance Act, Act No. 34 of the Public Acts of Michigan, 2001, as amended, MCL 141.2101 to 141.2821.

Section 1.03 “Act 198” means Act No. 198 of the Public Acts of Michigan, 1974, as amended, MCL 207.551 to 207.572

Section 1.04 “Act 206” means the General Property Tax Act, Act No. 206 of the Public Acts of Michigan, 1893, as amended, MCL 211.1 to 211.157.

Section 1.05 “Act 275” means the Next Michigan Development Act, Act No. 275 of the Public Acts of Michigan, 2010, MCL 125.2951 to 125.2959, as may be hereafter amended.

Section 1.06 “Act 281” means the Local Development Financing Act, Act No. 281 of the Public Acts of Michigan, 1986, as amended, MCL 125.2151 to 125.2174.

Section 1.07 “Act 376” means the Renaissance Zone Act, Act No. 376 of the Public Acts of Michigan, 1996, as amended, MCL 125.2681 to 125.2696.

Section 1.08 “Act 381” means the Brownfield Redevelopment Financing Act, Act No. 381 of the Public Acts of Michigan 1996, as amended, MCL 125.2651 to 125.2672.

Section 1.09 “ADC” or “Corporation” means the Aerotropolis Development Corporation created by this Agreement, a separate legal entity and public body corporate, to administer the economic development objectives and purposes set forth herein.

Section 1.10 “Aerotropolis Development Area” or “ADA” means a Next Michigan Development Area as defined in Act 281.

Section 1.11 “Aerotropolis Development Zone” or “Zone” means a Next Michigan Development Zone as defined in Act 376.

Section 1.12 “Aerotropolis Master Design Plan” means an overall conceptual design plan adopted by the Corporation pursuant to Section 5.03 of this Agreement to encourage the coordinated and orderly development of the aerotropolis, including the recommended designation of land uses by the Local Government Parties under relevant provisions of the Zoning Act. The Aerotropolis Master Design Plan shall have no binding force or effect within or upon any portion of the territory of any Local Government Party except to the extent expressly approved by resolution and any necessary implementing ordinance of the governing body of the Local Government Party.

Section 1.13 “Agreement” means this Interlocal Agreement, dated as of the Effective Date, and any amendments thereto.

Section 1.14 “Agency Party” means any Party that is a public agency as defined in Act 7, is a signatory to this Agreement and is not a County Party or Local Government Party.

Section 1.15 “Authority District” means that term as defined in Act 281.

Section 1.16 “Budget Act” means the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of Michigan, 1968, as amended, MCL 141.421 to 141.440a.

Section 1.17 “Corporation Board” means the board of the Corporation created by section 6.01 of this Agreement.

Section 1.18 “County Party” means any Party organized as a Michigan county.

Section 1.19 “Days” means calendar days, unless otherwise expressly provided.

Section 1.20 “Effective Date” means the later of the dates on which a fully executed copy of this Agreement, pursuant to Section 10 of Act 7, is (i) filed with Michigan Department of State, Office of the Great Seal, and (ii) filed with the County Clerk of each county where a Party to this Agreement is located.

Section 1.21 “Fiscal Year” means the fiscal year of the Corporation, which shall begin on January 1 of each year and end on December 31 of each year, or such other fiscal year as may be determined from time to time by the Corporation Board.

Section 1.22 “FOIA” or “Freedom of Information Act” means the Freedom of Information Act, Act No. 442 of the Public Acts of Michigan, 1976, as amended, MCL 15.231 to 15.246.

Section 1.23 “Local Government Party” shall mean any Party organized as a Michigan city, village or township.

Section 1.24 “Michigan Strategic Fund” or “MSF” means the Michigan Strategic Fund created pursuant to Act No. 270 of the Public Act of Michigan, 1984, as amended, MCL 125.2001 to 125.2094

Section 1.25 “Next Michigan Development Corporation” means that term as defined in Act 275.

Section 1.26 “OMA” or “Open Meetings Act” means the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, MCL 15.261 to 15.275.

Section 1.27 “Party” or “Parties” means, either individually or collectively as applicable, each County Party, Local Government Party and Agency Party which is a signatory to this Agreement.

Section 1.28 “Permit” means a permit, license or approval required to be granted by a Local Government Party as a condition of the operation of a business.

Section 1.29 “Person” means any individual, authority, profit or non-profit corporation, partnership, limited liability company, university, joint venture, trust, association, chamber of commerce, travel and visitors center, Public Agency, or other legal entity.

Section 1.30 “Public Agency” means that term as defined in Act 7.

Section 1.31 “Qualified Aerotropolis Business” means a Qualified Next Michigan Development Business as defined in Act 198, as amended, or other relevant State law.

Section 1.32 “Site Plan” means that term as defined in the Zoning Act.

Section 1.33 “State” means the State of Michigan.

Section 1.34 “Tax Increment Revenues” means that term as defined in Act 281, provided that notwithstanding other provisions of State law, for purposes of the Corporation, “Tax Increment Revenues” shall not include any of the following: The amount of ad valorem property taxes or specific taxes captured by a downtown development authority under Act No. 197, Public Acts of Michigan, 1975, as amended, MCL 125.1651 to 125.1681, a tax increment financing authority under Act No. 450, Public Acts of Michigan, 1980, as amended, MCL 125.1801 to 125.1830, a local development finance authority under Act 281, or a brownfield redevelopment authority under Act 381, if those taxes were being captured by such other authorities on the Effective Date.

Section 1.35 “TIF Plan” means a Development Plan and a tax increment financing plan as those terms are defined and used in Act 281.

Section 1.36 “Voting Member” means either (i) a member of the Corporation Board appointed by and serving on behalf of a Voting Party, or (ii) a non-Party member appointed pursuant to section 6.01(b) of this Agreement.

Section 1.37 “Voting Party” means a Party which is current on all membership fees and is therefore entitled to a vote pursuant to Section 6.04 of this Agreement.

Section 1.38 “Zoning Act” means the Michigan Zoning Enabling Act, Act No. 110 of the Public Acts of Michigan, 2006, as amended, MCL 125.3101 to 125.3702.

ARTICLE II CREATION OF THE AEROTROPOLIS DEVELOPMENT CORPORATION

Section 2.01 Creation and Legal Status of the Aerotropolis Development Corporation. There is hereby created a separate legal entity and public body corporate to be known as the “Detroit Region Aerotropolis Development Corporation” for the purpose of administering and executing this Agreement. The Corporation shall have all of the powers granted by law and in this Agreement.

Section 2.02 Geographic Boundaries. The boundaries of the Corporation within which it may exercise its powers shall be the collective political boundaries of the Local Government Parties. The Corporation shall have no extraterritorial power or authority.

Section 2.03 Principal Office. The initial principal office of the Corporation is 11895 South Wayne Road, Suite 101A, Romulus, Michigan 48174, or such other location as may be designated from time to time by the Corporation Board.

Section 2.04 Title to Corporation Assets. Except as otherwise provided under the terms of a transfer of programs and/or funding from a Party or Person to the Corporation, the Corporation shall have exclusive title to all its property, and no Party or Person shall have an ownership interest in Corporation property.

Section 2.05 Tax-exempt Status. The Parties intend and declare the activities of the Corporation to be governmental functions carried out by an instrumentality or political subdivision of government as described in Section 115 of the Internal Revenue Code of 1986, 26 USC 115, or any corresponding provisions of any future tax code. The Parties also intend and declare the activities of the Corporation to be of the same character as “governmental functions carried out by a political subdivision of this State,” exempt to the extent provided under Michigan law from taxation by this State, including, but not limited to, the business tax under the Michigan Business Tax Act, Act No. 36, Public Acts of Michigan, 2007, as amended, MCL 208.1101 to 208.1601, and ad valorem property taxes under Act 206, and exempt to the extent provided under Michigan law from all governmental assessments and fees otherwise applicable to private entities.

Section 2.06 Compliance with Law. The Corporation shall comply with all federal and state laws, rules, regulations, and orders applicable to this Agreement.

Section 2.07 Independent Contractor. The Parties agree that at all times and for all purposes under the terms of this Agreement each Party’s relationship to each other shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right or benefit arising out of any employer/employee relationship either express or implied shall arise or accrue to any Party as a result of this Agreement.

Section 2.08 No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party’s rights in this Agreement, and/or any other right of any kind, in favor of any Person.

Section 2.09 Ethics; Conflicts of Interest. Members of the Corporation Board and the officers, appointees and employees of the Corporation shall be considered “public servants” as defined in, and shall be subject to, Act No. 317, Public Acts of Michigan, 1968, as amended, MCL 15.321 to 15.330, and shall be subject to the standards of conduct set forth in Act No. 196, Public Acts of Michigan, 1973, as amended, MCL 15.341 to 15.348.

ARTICLE III PURPOSE

Section 3.01 Purpose. The purpose of the Corporation shall be to take advantage of the provisions of State law, now or hereafter enacted, enabling the creation and implementation of economic development activities generally and of Next Michigan Development Corporations in particular, as may be hereafter recognized by statute, and to grow the regional economy, create jobs and attract investment, which includes attracting businesses and facilities engaged in the shipment of tangible personal property via air cargo, supply chain businesses, and other businesses in accordance with State law. The purpose of the Corporation shall include the exercise of power granted by State law and the joint exercise of shared powers, privileges or authority of the Parties to perform successful, effective and efficient economic development programs and functions throughout the geographic boundaries of the Corporation. Shared powers shall include the coordination of complementary local programs and functions of the Parties.

ARTICLE IV GENERAL POWERS OF CORPORATION

Section 4.01 Powers Granted Under Act 7. In carrying out its purposes, the Corporation may perform, or perform with any Person, as applicable, any power, privilege, or authority related to economic development that the Parties share in common and that each might exercise separately to the fullest extent permitted by Act 7 and in accordance with relevant law, except as expressly otherwise provided in this Agreement. The enumeration of a power in this Agreement shall not be construed as a limitation upon the powers of the Corporation, and is in addition to any powers authorized by law. Among other things, the Corporation, in its own name, shall have the power to:

- (a) Make or enter into contracts;
- (b) Employ agencies or employees;
- (c) Acquire, construct, manage, maintain, or operate buildings, works, or improvements;
- (d) Acquire, own, hold, operate, maintain, lease, or sell real or personal property and dispose of, divide, or distribute any property.
- (e) Incur debts, liabilities, or obligations that, except as expressly authorized by the Parties, do not constitute the debts, liabilities, or obligations of any of the Parties;
- (f) Cooperate with a Public Agency, an agency or instrumentality of the Public Agency, or another legal or administrative entity created by the Public Agency under Act 7;

(g) Make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further its purposes;

(h) Form other entities necessary to further the purposes of the Agreement; and

(i) Sue and be sued.

Section 4.02 Additional Powers Granted Under Act 7. The Corporation shall also have the power to:

(a) Employ, engage, compensate, transfer, or discharge necessary personnel, subject to the provisions of applicable civil service and merit systems and Act 7;

(b) Fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans;

(c) Promulgate necessary rules and provision for their enforcement by or with the assistance of the Parties to accomplish the purposes of this Agreement;

(d) Accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this Agreement. The Corporation may apply for and accept grants, loans, or contributions from any source. The Corporation may do anything within its power to secure the grants, loans, or other contributions;

(e) Make claims for federal or state aid payable to a Party on account of the execution of this Agreement;

(f) Respond for any liabilities that might be incurred through performance of the Agreement and insure against any such liability;

(g) Adjudicate disputes or disagreements, the effects of failure of the Parties to pay their shares of the costs and expenses, and the rights of the other Parties in such cases;

(h) Engage auditors to perform independent audits of the financial statements of the Corporation;

(i) Invest surplus funds or proceeds of grants, gifts, or bequests and adopt an investment policy in connection therewith;

(j) Employ legal, financial and technical experts, other officers, agents, or employees, and accept voluntary provision of such services and functions from donor individuals and entities;

(k) Study, develop, and prepare the reports or plans the Corporation considers necessary to further the purposes of this Agreement and to monitor and evaluate performance under this Agreement; and

(l) Indemnify, as permitted by law, and procure insurance indemnifying any members of the Corporation Board or officers or employees of the Corporation from personal loss or accountability from liability asserted by any Person for any acts or omissions of the Corporation.

Section 4.03 Powers Under Other State Law. In addition to all general powers granted under Act 7, the Corporation also shall have all of the powers granted to an aerotropolis development corporation under other applicable State law, now existing or as hereafter amended, including specifically by way of example and not limitation Act 376, Act 281, Act 198 and Act 206, it being the intent of the Parties that the Corporation be empowered to accomplish its purposes to the full extent authorized by law.

Section 4.04 Bonds or Notes; Limitations. The Corporation shall not issue any type of bond in its own name or in any way indebted a Party except as provided below. The Corporation may borrow money and issue bonds or notes in its name for local public improvements or for economic development purposes provided that the Corporation shall not borrow money or issue bonds or notes for a sum that, together with the total outstanding bonded indebtedness of the Corporation, exceeds 2 mills of the taxable value of the taxable property within the Parties as determined under section 27a of The General Property Tax Act, 1893 PA 206, MCL 211.27a, unless otherwise authorized by Act 7. Bonds or notes issued by the Corporation are the debt of the Corporation and not of the Parties. Bonds or notes issued by the Corporation are for an essential public and governmental purpose. Pursuant to section 7(7) of Act 7, bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes. Bonds or notes issued by the Corporation are subject to Act 34 as required by Section 7(8) of Act 7.

Section 4.05 Tax Limitation. The Corporation shall not levy any type of tax within the boundaries of any Party. Nothing contained in this Agreement, however, prevents the Parties from levying taxes in their own right and assigning the revenue from such taxes to the Corporation, to the extent permitted by law.

Section 4.06 Limitation on Political Activities. The Corporation shall not spend any public funds on political activities. This section is not intended to prohibit the Corporation from engaging in informational activities permitted under the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.201 to 169.282.

Section 4.07 No Waiver of Governmental Immunity. The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under Act 7 or other law. In accordance with Act 7, the Corporation shall not be operated for profit, and it shall perform governmental and not proprietary functions.

ARTICLE V SPECIFIC POWERS OF CORPORATION; LIMITATIONS

Section 5.01 Development Criteria. The Corporation shall have the power to develop and establish development criteria and development-ready preconditions for the Parties

for economic development assistance. The development criteria shall apply to proposals made to the Corporation for economic development assistance within all or a part of the geographic territory of the Corporation.

Section 5.02 Design Standards. The Corporation shall promulgate specific design standards to be applied to applications received from property owners and developments which desire to receive economic development incentives from the Corporation under this Agreement and relevant law. The design standards shall be submitted to the Local Government Parties for approval prior to implementation by the Corporation.

Section 5.03 Aerotropolis Master Design Plan. The Corporation, in collaboration with the Local Government Parties, shall have the power to promulgate an Aerotropolis Master Design Plan for that area within the boundaries of the Corporation in which the Corporation shall offer economic development incentives. The Aerotropolis Master Design Plan may include proposed land uses to be recommended to the Local Government Parties' consideration in respect of the Local Government Parties' zoning regulations. The Aerotropolis Master Design Plan shall be submitted to the Local Government Parties for approval prior to implementation.

Section 5.04 Application Criteria and Review; Incentives; Approval. The Corporation shall have the power to promulgate application materials; to seek and accept applications from prospective developers and businesses; to establish criteria for Qualified Aerotropolis Businesses; to establish criteria and review applications for incentives from prospective developers and businesses; to make determinations in its sole discretion in respect of the approval, in whole or in part, of such applications and of economic development incentives under relevant law (including, by way of example and not limitation, under Act 376, Act 281, Act 198 and Act 206), except as such discretion is expressly limited by this Agreement or law; to consult with the State officials having subject matter jurisdiction in respect of applications and approvals; to monitor the performance of applicants; and to make recommendations in respect of applications to the State officials or entities, a Local Government Party, or any other Person having subject matter jurisdiction. In the alternative, if an application for designation as a Qualified Aerotropolis Business or for economic development incentives (i) is presented to the Corporation in writing by the Local Government Party and the County Party within which the applicant proposes to locate, (ii) adheres to the development criteria established pursuant to Section 5.01 and the design standards established pursuant to Section 5.02, and (iii) is consistent with the Aerotropolis Master Design Plan promulgated pursuant to Section 5.03, then it shall be deemed approved without further action by the Corporation as of the date of the application. Notice of the application and approval shall be given in accordance with Sections 5.12 to 5.16 of this Agreement, as appropriate.

Section 5.05 Infrastructure Planning and Development. The Corporation shall have the power to work with State and local government officials in the planning and development of infrastructure within the geographic territory of the Corporation.

Section 5.06 Site Selection. The Corporation shall have the power to assist prospective developers and businesses with selection of development sites within the geographic territory of the Corporation.

Section 5.07 Marketing; Business Attraction. The Corporation shall have the power to conduct marketing and business attraction efforts on behalf of itself and the Detroit metropolitan region.

Section 5.08 Real Estate Development. The Corporation shall have the power to provide consultation to assist any Person in respect of the development of real estate for use by a Qualified Aerotropolis Business within the geographic territory of the Corporation.

Section 5.09 Regulatory Assistance and Processing. The Corporation shall have the power to provide assistance to prospective developers and businesses in respect of applying for and obtaining any necessary or advisable licenses, permits or approvals from federal, State and local government entities.

Section 5.10 Streamlined Permitting Processes. The Parties recognize the need for uniform and streamlined local permitting processes, and therefore the Corporation shall have the power to recommend for approval to the Parties streamlined permitting and approval processes for projects within the geographic territory of the Corporation for consideration by the Parties.

Section 5.11 Local Government Assistance. The Corporation shall have the power to provide assistance to Local Government Parties with the implementation and coordination of economic development programs within the geographic territory of the Corporation.

Section 5.12 Designation of Aerotropolis Development Zones; Criteria; Local Government Party Disapproval. To the extent permitted by Act 376 and herein, the Corporation shall have the power to designate property within the Corporation's geographic territory as a Zone. Prior to any such designation, the Corporation shall receive a resolution of approval from the Local Government Party within which the Zone is proposed to be located. Within the first year following the enactment of the amendatory acts contemplated in this Agreement, each initial Local Government Party shall be entitled to request by resolution and receive the designation by the Corporation of one Zone within its territory, provided: that such Zone shall be consistent with the Aerotropolis Master Design Plan; shall adhere to the permitting, zoning and design standards adopted by the Corporation; each respective Local Government Party shall assist with the preparation of the development plan in respect of such Zone within its territory; and if the number of Zones authorized by State law is fewer than the number of Local Government Parties, this entitlement shall not apply but shall be reviewed by the Corporation and the Local Government Parties to reflect the reduction in the number of Zones authorized. Designation of property as a Zone within the geographic territory of the Corporation shall be accompanied by the development plan. The Corporation shall consider the criteria set forth in section 7 of Act 376, MCL 125.2687, in designating a Zone. The Corporation shall provide written notice of the proposed designation of property as a Zone to each Local Government Party within 10 days of such designation. The Corporation shall have no power to designate, and shall not designate, a Zone if the Local Government Party within which the proposed Zone is to be located delivers to the Corporation, either prior to any such designation by the Corporation or not later than 30 days after the Local Government Party has received written notice from the Corporation of the designation, a resolution from the Local Government Party's governing body stating its

disapproval of a Zone designation; provided, however, that a Local Government Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the Zone designation to which the original disapproval applied.

Section 5.13 Designation of Aerotropolis Development Areas; Criteria; Conditions; Local Government Party Disapproval. To the extent permitted by Act 281 and herein, the Corporation shall establish criteria for and may establish Aerotropolis Development Areas within the Authority District from time to time. Prior to the establishment of an Aerotropolis Development Area, the Corporation shall receive a resolution of approval from the Local Government Party within which the ADA is proposed to be located. Except as provided below, the Corporation shall not use Tax Increment Revenues derived from ad valorem taxes levied by a Local Government Party for any project or purpose outside the territory of the Local Government Party without the Local Government Party's written consent to the use. Notwithstanding the foregoing, the Corporation may use Tax Increment Revenues for the purpose of paying the Corporation's operating expenses to the extent permitted by law. This Agreement shall be deemed to be an agreement with taxing jurisdictions to share a portion of the captured assessed value or to distribute tax increment revenues among taxing jurisdictions as contemplated by section 12(5) of Act 281. The Corporation shall provide written notice of the proposed designation of an ADA to each Local Government Party within 10 days of such designation. The Corporation shall have no power to designate, and shall not designate, an ADA if the Local Government Party within which the proposed ADA is to be located delivers to the Corporation, either prior to any such designation by the Corporation or not later than 30 days after the Local Government Party has received written notice from the Corporation of the designation, a resolution from the Local Government Party's governing body stating its disapproval of ADA designation; provided, however, that a Local Government Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the ADA designation to which the original disapproval applied.

Section 5.14 Designation of Qualified Aerotropolis Business; Local Government Party Disapproval. To the extent permitted by Act 376 and herein, the Corporation shall have the power to designate a business as a Qualified Aerotropolis Business. The Corporation shall provide written notice of the designation of a business as a Qualified Aerotropolis Business to the Local Government Party within which the Qualified Aerotropolis Business intends to locate not more than 10 days following such designation. The Corporation shall have no power to designate, and shall not designate, a business as a Qualified Aerotropolis Business if the Local Government Party within which the proposed Qualified Aerotropolis Business proposes to locate or is located delivers to the Corporation, either prior to any such designation by the Corporation or not later than 30 days after the Local Government Party has received written notice from the Corporation of the designation, a resolution from the Local Government Party's governing body stating its disapproval of a Qualified Aerotropolis Business designation; provided, however, that a Local Government Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the Qualified Aerotropolis Business designation to which the original disapproval applied. A Qualified Aerotropolis Business shall be designated only with respect to a particular proposed project for which tax incentives are

sought. Each separate proposal submitted by a business for consideration for tax incentives shall require that the business be separately designated as a Qualified Aerotropolis Business in respect of that specific proposal, notwithstanding any prior designation as a Qualified Aerotropolis Business in respect of another proposal. For purposes of the foregoing limitation, “particular proposed project” shall mean a project as described by the business applicant with reasonable specificity satisfactory to the Corporation as to location, development components, operating characteristics, site improvements, capital investment, ancillary improvements, and other relevant information. No separate Qualified Aerotropolis Business designation shall be required for any expansion of an existing project which does not exceed a capital investment of 100% of the capital investment previously made by the Qualified Aerotropolis Business in respect of that existing project.

Section 5.15 Approval of Act 198 Tax Abatements; Local Government Party Disapproval. To the extent permitted by Act 198 and herein, the Corporation shall have the power to establish plant rehabilitation districts and industrial development districts and exercise the other powers under Act 198. The Corporation shall provide written notice of the proposed approval of a plant rehabilitation district or an industrial development district to the Local Government Party within which the district is proposed to be established not more than 10 days following such approval. The Corporation shall have no power to approve, and shall not approve, a plant rehabilitation district or an industrial development district if the Local Government Party within which the proposed plant rehabilitation district or industrial development district is located delivers to the Corporation, either prior to any such approval by the Corporation or not later than 30 days after the Local Government Party has received written notice from the Corporation of the approval, a resolution from the Local Government Party’s governing body stating its disapproval of the establishment of the district; provided, however, that a Local Government Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the district to which the original disapproval applied.

Section 5.16 Approval of Personal Property Tax Exemptions; Local Government Party Disapproval. To the extent permitted by Act 206 and herein, the Corporation shall have the power to exempt new personal property under section 9f(1) under Act 206. The Corporation shall provide written notice of the proposed resolution exempting such property to the Local Government Party within which the personal property is located not more than 10 days following the approval of such resolution. The Corporation shall have no power to approve, and shall not approve, any exemption of new personal property under Act 206 if the Local Government Party within which the new personal property proposed to be exempted is located delivers to the Corporation, either prior to any such approval by the Corporation or not later than 30 days after the Local Government Party has received written notice from the Corporation of the approval, a resolution from the Local Government Party’s governing body stating its disapproval of the exemption; provided, however, that a Local Government Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the exemption to which the original disapproval applied.

ARTICLE VI CORPORATION BOARD

Section 6.01 Corporation Board Composition. The Corporation Board shall consist of members representing the Parties, and certain non-Party members, as set forth in this Section. Each member of the Corporation Board shall serve at the pleasure of the appointing entity for a term established by such entity, but not to exceed four (4) years; provided that in the event an appointing entity does not appoint a successor member upon the expiration of its member's term, the current member shall continue to serve until a successor is appointed by such entity.

(a) *Party Members:* Two (2) members shall be appointed by the Wayne County Executive and approved by the Wayne County Commission, and all other Parties shall appoint one (1) member each.

(b) *Non-Party Members:* Two (2) members shall be appointed by the Wayne County Airport Authority (the "Airport Authority"). Additional non-Party members of the Corporation Board may be appointed upon a majority vote of the Voting Members.

Section 6.02 Appointment, Vacancy, Removal of Corporation Board Members.

(a) Each entity entitled to membership on the Corporation Board shall have the ability to appoint one (1) alternate to serve in a permanent member's place and stead if the permanent member is absent from a Corporation Board meeting. Appointment of the alternate shall be made by the appointing authority in writing.

(b) A vacancy on the Corporation Board shall be filled in the same manner as the original appointment for the balance of the unexpired term.

(c) All Corporation Board members may be removed by the appointing entity at will

Section 6.03 Meetings. The Corporation Board shall meet at least annually on the dates as the Corporation Board shall determine. Meetings shall comply with the Open Meetings Act.

Section 6.04 Quorum and Voting. A majority of the Voting Members of Corporation Board then in office shall be required to constitute a quorum for the transaction of business, and a majority vote of those Voting Members present at a meeting at which a quorum is present shall be necessary for the transaction of business

Section 6.05 Voting Members Constitute Executive Committee. The Voting Members of the Corporation Board shall constitute the "executive committee" of the Corporation for purposes of state law and any contracts or other arrangements involving or requiring the participation of the executive committee of the Corporation.

Section 6.06 Corporation Board Powers and Responsibilities. The Corporation Board shall do all of the following by a majority vote of the Voting Members unless otherwise provided:

- (a) Adopt rules of procedure governing the Corporation Board and its actions and meetings. Initial rules of procedure shall be adopted within six (6) months of the first meeting of the Corporation Board;
- (b) Cause to be conducted an annual independent audit of the Corporation in accordance with the Budget Act;
- (c) Upon the recommendation of the Chief Executive Officer, approve the annual budget and any amendments thereto in accordance with the Budget Act;
- (d) Provide for a system of accounts to conform to a uniform system required by law, and review the Corporation's annual budget in accordance with the Budget Act
- (e) Evaluate the Corporation's performance under this Agreement;
- (f) Adopt policies and procedures in respect of ethics and conflicts of interest consistent with Sections 2.09 and 6.08 of this Agreement;
- (g) Approve an investment policy in accordance with Act No. 20, Public Acts of Michigan, 1943, as amended and establish commercial banking arrangements;
- (h) Appoint the Chief Executive Officer of the Corporation in accordance with Section 7.01 of this Agreement who shall administer all programs, funds, personnel, contracts, and all other administrative functions of the Corporation, subject to oversight of the Corporation Board;
- (i) Elect officers of the Corporation, which shall be a Chair, Vice Chair, Secretary and Treasurer, and such other officers or assistant officers as the Corporation Board shall determine from time to time. The offices of Secretary and Treasurer may be combined at the Corporation Board's discretion;
- (j) Carry out, or cause to be carried out, the duties and responsibilities of the Corporation in connection with the economic development incentives and other activities described in Article V;
- (k) Approve policies to implement day-to-day operation of the Corporation, including policies governing the staff of the Corporation;
- (l) Adopt personnel policies and procedures, as well as procedures with respect to contracting and procurement; and
- (m) Take such other actions and steps as shall be necessary or advisable to accomplish the purposes of this Agreement.

Section 6.07 Fiduciary Duty. The members of the Corporation Board are under a fiduciary duty to conduct the activities and affairs of the Corporation in the best interests of the Corporation, including the safekeeping and use of all Corporation monies and assets for the benefit of the Corporation. The members of the Corporation Board shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 6.08 Compensation. The members of the Corporation Board shall receive no compensation for the performance of their duties, but each member shall be reimbursed for such member's reasonable expenses in carrying out those duties. A member of the Corporation Board may engage in private or public employment, or in a profession or business.

Section 6.09 Conflicts of Interest. The Corporation Board may approve policies and procedures requiring periodic disclosure of relationships which may give rise to conflicts of interest. The policies and procedures shall require that a member of the Corporation Board who has a direct interest in any matter before the Corporation disclose the member's interest and any reasons reasonably known to the member of the Corporation Board why the transaction may not be in the best interest of the public before the Corporation Board takes any action with respect to the matter. The disclosure shall become part of the record of the Corporation's proceedings.

Subject to the relevant provisions of State law, the policies and procedures also shall have the objective of precluding the opportunity for and the occurrence of transactions by the Corporation that would create a conflict of interest involving members of the Corporation Board and employees of the Corporation. At a minimum, these policies to be established for the Corporation should include compliance by each member of the Corporation Board and employees of the Corporation who regularly exercise significant discretion over the award and management of Corporation projects with policies governing the following:

(a) Immediate disclosure of the existence and nature of any financial interest of an individual or immediate family member that would reasonably be expected to create a conflict of interest.

(b) Withdrawal by an employee or member from participation in or discussion or evaluation of any recommendation or decision involving a Corporation project that would reasonably be expected to create a conflict of interest for that employee or member.

ARTICLE VII

ARTICLE VIII

CHIEF EXECUTIVE OFFICER

Section 8.01 Appointment of Chief Executive Officer. The Corporation Board shall select and appoint a Chief Executive Officer. The Chief Executive Officer shall administer the Corporation in accordance with the direction of the Corporation Board, the operating budget adopted by the Corporation Board, the general policy guidelines established by the Corporation Board, other applicable governmental procedures and policies, and this Agreement. The Chief

Executive Officer shall be responsible for the day-to-day operation of the Corporation; the control, management and oversight of the Corporation's functions; the preparation of an annual budget in accordance with the Budget Act; and supervision of all Corporation employees. All terms and conditions of the Chief Executive Officer's employment, including length of service, shall be specified in a written contract between the Chief Executive Officer and the Corporation, provided that the Chief Executive Officer shall serve at the pleasure of the Corporation Board, and the Corporation Board may remove or discharge the Chief Executive Officer by a vote of not less than three-fifths (3/5) of its Voting Members then serving in office.

Section 8.02 Fiduciary Duty. The Chief Executive Officer and other officers of the Corporation are under a fiduciary duty to conduct the activities and affairs of the Corporation in the best interests of the Corporation, including the safekeeping and use of all Corporation monies and assets for the benefit of the Corporation. The Chief Executive Officer and other officers of the Corporation shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 8.03 Compensation. The Chief Executive Officer shall receive such compensation as determined by the Corporation Board

ARTICLE IX DURATION OF, WITHDRAWAL FROM, AND TERMINATION OF INTERLOCAL AGREEMENT

Section 9.01 Duration. The Corporation commences on the Effective Date and continues for a term of ninety-nine (99) years unless earlier terminated in accordance with this Article VIII.

Section 9.02 Withdrawal by a Party. Any Party may withdraw from the Agreement at any time upon notice given six (6) months in advance to Corporation, or in accordance with section 14.10 of this Agreement, and the Corporation thereafter shall exercise no power or authority within the territory of the withdrawing Party; provided that if the Corporation has incurred debts or obligations which also are debts or obligations of a Party on account of having been expressly authorized by the Party in accordance with Sec. 7(2) of Act 7 and Sec. 4.01 of this Agreement, the Party shall remain obligated for any such payment following its withdrawal from the Agreement; and provided further that the withdrawal of a Party shall not invalidate nor terminate prior to its stated termination date any Zone, ADA, TIF Plan or the collection of Tax Increment Revenues, or any other economic development incentive previously established or granted prior to the withdrawal of the Party, and the withdrawing Party shall be deemed to remain a Party if necessary for the limited purpose of preserving any of the foregoing incentives, and provided further that in the event of a withdrawal by a Party, the Corporation shall not extend the effective term of any of the foregoing incentives beyond its stated termination date.

Section 9.03 Termination. This Agreement shall continue until terminated by the first to occur of the following:

- (a) When there is one (1) Party;
- (b) Upon the withdrawal of Wayne County;
- (c) A three-fourths (3/4) vote of the Voting Members of the Corporation Board then serving in office; or
- (d) Expiration of the stated term of the Agreement.

Section 9.04 Disposition upon Termination. As soon as possible after termination of this Agreement, the Corporation shall wind up its affairs as follows:

- (a) All of the Corporation's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Corporation and distribution of its assets shall be paid first; and
- (b) The remaining assets, if any, shall be distributed among the remaining Parties in accordance with Act 7 or other relevant law, and otherwise in proportion to their contributions to the Corporation.

ARTICLE X CONTRIBUTIONS

Section 10.01 Entry Fees. Any local government which becomes a Local Government Party to this Agreement shall be required to pay a fixed entry fee. The fixed entry fee shall be waived in its entirety for the initial Local Government Parties to this Agreement in consideration of the in-kind contributions made in support of creating the Corporation and pursuing appropriate supporting legislation. The fixed entry fee for Local Government Parties subsequently joining the Corporation may be waived in whole or in part by the Corporation Board in its sole reasonable discretion in consideration of in-kind contributions.

Section 10.02 Annual Membership Fees. The Corporation Board shall establish and may revise annually a schedule of annual membership fees for the Corporation.

- (a) Each Party's annual membership fee shall be paid by the Party from any funds legally available for such purpose.
- (b) The Corporation Board, in its sole reasonable discretion, may credit the value of in-kind services to the Corporation against the annual membership fees otherwise due and payable from a Party, provided that the credit may not exceed 1/3 of the membership fee otherwise due.
- (c) Long-term payment plans may be entered into for up to three years with approval from the Corporation Board, provided that a good faith cash payment is made each year and provided further that the Party consents to the designation of an ADA within the Party's territory.

(d) Notwithstanding the other provisions of this section, the Corporation Board also may reduce or defer the payment of annual membership fees or make other necessary or convenient accommodations on account of hardship in appropriate cases.

Section 10.03 Personal Property, Assets and Services. Any Party or entity from time to time may make contributions of personal property and assets to the Corporation. The reasonable value of any property, assets and services contributed may be credited against the Party's or other entity's initial annual membership fee as set forth in Section 9.02 and thereafter upon approval by the Corporation Board. Reasonable value shall be determined by the Corporation Board, in its sole discretion, by reference to a published market rate of the items in question, competitive quotes, or other objective measure approved by the Corporation Board.

Section 10.04 Employees. Any Party or entity from time to time may contribute employees to the Corporation. The reasonable value of employees contributed shall be credited against the Party's or other entity's initial annual membership fee as set forth in Section 9.02 and thereafter upon approval by the Corporation Board. Reasonable value shall be determined by the Corporation Board, in its sole discretion, based upon a proration for the time worked of the annual total compensation of the employee being loaned or other objective measure approved by the Corporation Board. The Corporation shall have full discretion to return the employee to the Party or other entity for non-performance, in which case the Party or other entity shall be subject to and shall promptly pay the remaining membership fee.

Section 10.05 Marketing Costs. The Corporation shall include in its annual budget a marketing budget for the Corporation. As part of its annual operating budget, the Corporation and the Airport Authority may enter into an agreement pursuant to which the Airport Authority shall reimburse the corporation for a share of its marketing expenditures, so long as such expenditures were used to promote the airports as regional assets to business attraction prospects, but only to the extent permitted by State and federal law and regulation. Expenditure of such budgeted moneys shall be subject to annual review and audit to assure compliance with State and federal law and regulation.

Section 10.06 Acts and Omissions. The Corporation shall only be liable for its own acts or omissions which occur after the Effective Date and none of the Parties shall be liable for any acts or omissions of the Corporation.

Section 10.07 Execution of Documents. The Corporation and each Party shall cooperate in order to execute and deliver to the Corporation any and all documents including bills of sale, assignments, and certificates necessary or appropriate to effectuate each Party's contribution to the Corporation.

ARTICLE XI ADMISSION OF OTHER PARTIES

Section 11.01 Procedure. Following the Effective Date, a Public Agency may become a Party by submitting a written request to the Chief Executive Officer and pursuant to guidelines established by the Corporation Board, payment of the then applicable membership

fees, and in accordance with law. The Chief Executive Officer may recommend approval to the Corporation Board. The Corporation Board shall approve or deny the request. Approval of this Agreement shall be by resolution of the entity seeking to become a Party.

Section 11.02 Effective Date. The effective date of admission of a Party is the date on which a fully executed copy of this Agreement which contains the name and signatory of the newly admitted Party is filed with Michigan Department of State, Office of the Great Seal, and filed with the County Clerk of each county which is a Party to this Agreement pursuant to Section 10 of Act 7.

Section 11.03 Not an Amendment to Agreement. The admission of additional Parties after the initial Effective Date of this Agreement shall not constitute an amendment to or alternative form of this Agreement nor change the Effective Date. Any amendment to or alternative form of this Agreement may be made only in accordance with Section 13.10.

Section 11.04 Opinion of Legal Counsel. The written request submitted to the Chief Executive Officer shall be accompanied by an opinion of legal counsel to the Public Agency in form and substance satisfactory to counsel to the Corporation, and to the Attorney General of the State if approval by the Attorney General is then required, including but not limited to opinions to the effect that the Public Agency is validly formed, has the powers set forth in Articles IV and V of this Agreement, and that the Agreement, once duly executed and delivered, will be the valid and binding obligation of the Public Agency, enforceable in accordance with its terms.

ARTICLE XII REVENUE SHARING, JOINT PLANNING COMMISSION

Section 12.01 Revenue Sharing. The Parties conceptually agree that the Corporation's success in attracting economic development should be shared among all Parties. The Parties therefore agree to investigate a fair and equitable means of sharing all or a portion of revenue derived by and for the benefit of the Parties in accordance with the provisions of Act 7 and other relevant law.

Section 12.02 Joint Planning Commission. The Parties agree to consider the feasibility of establishing a joint planning commission under the Joint Municipal Planning Act, Act No. 226 of 2003, MCL 125.131 to 125.143.

ARTICLE XIII BOOKS AND REPORTS

Section 13.01 Accrual Basis. The Corporation shall maintain its books of account on an accrual basis of accounting, except as otherwise required by law.

Section 13.02 Corporation Records. The Corporation shall keep and maintain at the principal office of the Corporation all documents and records of the Corporation. The records of the Corporation shall include a copy of this Agreement along with a listing of the

names and addresses of the Parties. Such records and documents shall be maintained until termination of this Agreement.

Section 13.03 Financial Statements and Reports. The Corporation shall cause to be prepared at least annually, at Corporation expense, audited financial statements prepared in accordance with the Budget Act and with generally accepted accounting principles and accompanied by a written opinion of an independent Certified Public Accountant. A copy of the annual financial statement and report shall be filed with the State Department of Treasury within six months after the end of the Corporation's Fiscal Year in accordance with law, with copies filed with each Party.

Section 13.04 Freedom of Information Act. The Corporation is subject to and shall comply with the Freedom of Information Act.

ARTICLE XIV FINANCES

Section 14.01 Annual Budget. The Corporation shall be subject to and comply with the Budget Act. The Chief Executive Officer annually shall prepare and the Corporation Board shall approve a budget for the Corporation for each Fiscal Year. Each budget shall be approved not less than 15 days prior to the beginning of the Fiscal Year.

Section 14.02 Deposits and Investments. The Corporation shall deposit and invest funds of the Corporation, not otherwise employed in carrying out the purposes of the Corporation, in accordance with an investment policy established by the Corporation Board consistent with State law regarding the investment of public funds.

Section 14.03 Disbursements. Disbursements of funds shall be in accordance with guidelines established by the Corporation Board and in accordance with the Budget Act and law.

ARTICLE XV MISCELLANEOUS

Section 15.01 Notices. Notice of all meetings of the Corporation Board shall be given in the manner required by the OMA. In addition, at least three (3) days prior to the date set for the holding of any meeting of the Corporation Board, written notice of the time and place of such meeting shall be sent by email or other electronic means to each Corporation Board member, as the case may be, at the email or other appropriate address of such member appearing on the records of the Corporation. Every notice by email or other electronic means shall be deemed duly served as of 5:00 p.m., prevailing Eastern time, next following the actual time when the notice is transmitted, as recorded by the Corporation's communication system. The Chief Executive Officer or his or her designee may, but shall not be required to, cause additional written notice to be provided to a member or members by mailing such notice via regular U.S.

mail not less than seven (7) days prior to the date set for the holding of the meeting to the address of such member or members appearing on the records of the Corporation. Mailed notice shall be deemed duly served on the second business day following the day when the same has been deposited in the United States mail with postage fully prepaid and addressed to the sendee as provided above.

Any and all correspondence or notices required, permitted or provided for under this Agreement to be delivered to any Party shall be sent to that Party by email or other electronic means at the email or other appropriate address of such Party appearing on the records of the Corporation, with a written copy by first class mail, provided that notices required by Sections 5.12, 5.13, 5.14, 5.15 and 5.16 and notices of withdrawal shall be sent by email or other electronic means and by certified mail, return receipt requested, in lieu of first class mail. All such written notices including any notice of withdrawal as provided herein shall to be sent to each other Party's signatory to this Agreement, or that signatory's successor at the address as set forth above such Party's signature, or to such other address provided by the Party to the Corporation from time to time. All correspondence shall be considered delivered to a Party as of 5:00 p.m., prevailing Eastern Time, next following the actual time when the notice is transmitted, as recorded by the Corporation's communication system.

Section 15.02 Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter hereof, except as expressly stated herein.

Section 15.03 No Presumption. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.

Section 15.04 Severability of Provisions. If any provision of this Agreement, or its application to any Person or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected but will be enforced to the extent permitted by law.

Section 15.05 Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrine of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

Section 15.06 Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement. They are solely for convenience of reference and do not affect this Agreement's interpretation.

Section 15.07 Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 15.08 Cross-References. References in this Agreement to any Article include all Sections, subsections, and paragraphs in the Article; references in this Agreement to any Section include all subsections and paragraphs in the Section.

Section 15.09 Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the courts of the State of Michigan.

Section 15.10 Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement of all Parties. In the event that an amendment to this Agreement or alternative form of Agreement is approved by less than all Parties, any Party which has not approved of the amendment or alternative form of Agreement may withdraw from the Corporation.

Section 15.11 Execution of Agreement; Counterparts. Each Party shall duly execute three (3) counterparts of this Agreement, each of which (taken together) is an original but all of which constitute one instrument.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, this Amended and Restated Agreement, as amended as amended by Amendment #1, is hereby approved by the Parties.

Charter County of Wayne

BY: _____

ITS: _____

DATE: _____

County of Washtenaw

BY: _____

ITS: _____

DATE: _____

City of Romulus

BY: _____

ITS: _____

DATE: _____

City of Taylor

BY: _____

ITS: _____

DATE: _____

Charter Township of Huron

BY: _____

ITS: _____

DATE: _____

Charter Township of Van Buren

BY: _____

ITS: _____

DATE: _____

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IN WITNESS WHEREOF, this Amended and Restated Agreement, as amended as amended by Amendment #1, is hereby approved by the Parties.

Charter County of Wayne

BY: _____

ITS: _____

DATE: _____

County of Washtenaw

BY: _____

ITS: _____

DATE: _____

City of Romulus

BY: _____

ITS: _____

DATE: _____

City of Taylor

BY: _____

ITS: _____

DATE: _____

Charter Township of Huron

BY: _____

ITS: _____

DATE: _____

Charter Township of Van Buren

BY: _____

ITS: _____

DATE: _____

29068963.5\144868-00001

**RESOLUTION APPROVING
AMENDMENT
TO AMENDED AND RESTATED INTERLOCAL AGREEMENT
CREATING THE
DETROIT REGION AEROTROPOLIS DEVELOPMENT CORPORATION**

City of Romulus
County of Wayne, State of Michigan

Minutes of a [regular / special] meeting of the City Council of the City of Romulus (the “City”), County of Wayne, Michigan held on the [] day of [], 2024 at [:] p.m. Eastern Standard Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolution were offered by Member _____ and supported by Member _____.

WHEREAS, the Urban Cooperation Act, Act 7, Public Acts of Michigan, 1967 (ex sess.) (“Act 7”) permits a public agency to exercise jointly with any other public agency any power, privilege, or authority that the agencies share in common and that each might exercise separately; and

WHEREAS, the City is a party to a certain Amended and Restated Interlocal Agreement Creating the Detroit Region Aerotropolis Development Corporation (the “Interlocal Agreement”), by and among itself, the City of Taylor, Charter Township of Huron, Charter Township of Van Buren, Charter County of Wayne and County of Washtenaw (together with the City, the “Parties”) for the purposes described in the Interlocal Agreement; and

WHEREAS, an amendment to the Interlocal Agreement has been proposed; and

WHEREAS, in accordance with Section 10 of Act 7 and pursuant to Section 14.10 of the Interlocal Agreement, the Parties must approve Amendment #1.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Amendment. The Interlocal Agreement, as presented to the City and amended by the following amendment to Section 6.01 of the Agreement (“Amendment #1”) is hereby approved, with amended language represented by bold, underlined text:

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Romulus, County of Wayne, State of Michigan, at a [regular / special] meeting held on [_____], 2024, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

City Clerk

23626268.2\088758-00066



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **July 22, 2024**

Item No. L.

General Description: Introduction of Budget Amendment 24/25-2

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Introduction of Budget Amendment 24/25-2
DATE: July 15, 2024

I am hereby requesting introduction of Budget Amendment 24/25-2 to recognize FY 23/24 Federal SBA Earmark revenue/expenditures extension for the period through December 31, 2024.

Motion by _____, supported by _____ to concur with the administration and introduce budget amendment 24/25-2 to recognize FY 23/24 Federal SBA Earmark revenue/expenditures extension for the period through December 31, 2024.

Memorandum

To: Mayor Robert A. McCraight
From: Maria Farris, Finance Director
Date: July 12, 2024
Re: Budget Amendment 24/25-2

Attached please find a copy of requested Budget Amendment 24/25-2 to be added to the agenda for the July 22, 2024 City Council meeting.

This budget amendment is to recognize FY23/24 unspent Federal SBA Earmark revenue in 101-728-502.000 for \$ 517,184.72 and corresponding expenditures of \$517,184.72 in 101-728-980.000.

If you should have any additional questions, please feel free to contact myself or Gary Harris.

MEMORANDUM

TO: Mayor Robert A. McCraight

FROM: Finance Department

DATE: 7/14/2024 MEF

SUBJECT: Budget Amendment 24/25-2

<u>FUND/DEPT.</u> <u>ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT</u> <u>FUND BALANCE</u>	<u>AMENDMENT</u>	<u>AMENDED</u> <u>BUDGET</u>
101-728 Community& Economic Development				
<u>Revenue</u>				
101-728-502.000	Federal Grants-General	1,000,000	(482,815)	517,185
<u>Expense</u>				
101-728-980.000	Project Cost	1,000,000	(482,815)	517,185

To recognize FY23/24 Federal SBA Earmark revenue/expenditures extension for the period through 12/31/2024.

MEMORANDUM

TO: Maria Farris, Finance Director
CC: Gary Harris, Assistant Finance Director
FROM: Kevin Krause, Director of Community Safety and Development
DATE: July 12, 2024
SUBJECT: Budget Amendment 24/25-2

Dear Ms. Farris,

I would like to submit a request to recognize FY23/24 unspent Federal SBA Earmark revenue in 101-728-502.000 for \$ 517,184.72 and corresponding expenditures of \$ 517,184.72 in 101-728-980.000.

Please contact me if you have any questions.

Thank you,



Kevin Krause, Director of Community Safety and Development

BUDGET AMENDMENT FORM

INCREASE		INCREASE	
Account Number /Name	Amount	Account Number /Name	Amount
101-728-502.000	\$ 517,185	101-728-980.000	\$ 517,185
TOTAL	\$ 517,185	TOTAL	\$ 517,185

PURPOSE:

To recognize FY23/24 Federal SBA Earmark revenue and expenditures extension for the period through
12/31/2024.

DATE: _____

Kevin Krause 7/12/2024 Maria Farris 7/12/2024

Department Head Signature: _____

Mayor's Authorization: _____



**THIS FORM IS TO BE USED WHEN THE TOTAL AMOUNT OF EXPENDITURES WITHIN A DEPARTMENT
IS REQUESTED TO BE INCREASED. IT REQUIRES PRIOR APPROVAL FROM THE MAYOR AND THE
FINANCE DEPARTMENT WILL DETERMINE IF THE FUNDS ARE AVAILABLE EITHER FROM**



City of Romulus

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

Council Meeting Held: **July 22, 2024**

Item No. A.

General Description: Certification of Proposed Special Assessment Roll - Merriman, Wickham, Wick, Smith & Vining Roads Enhancement District.

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

Administrative Officials

Robert McCraight, Mayor

Ellen L. Craig-Bragg, City Clerk

Stacy Paige, City Treasurer

City Council

John Barden, Mayor Pro Tem

Virginia Williams, Councilwoman

Tina Talley, Councilwoman

William Wadsworth, Councilman

Celeste Roscoe, Councilwoman

Kathleen Abdo, Councilwoman

Allen Wilson, Councilman

City of Romulus

11111 Wayne Road

Romulus, MI 48174

(734) 942-7500

www.romulusgov.com



CITY COUNCIL AGENDA ITEM REQUEST FORM

Submitted to: **Romulus City Council** Date Submitted: **7/19/2024**

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

Department: **Clerks Office**

Council Meeting of: **July 22, 2024**

TITLE/DESCRIPTION OF ITEM

Certification of Proposed Special Assessment Roll - Merriman, Wickham, Wick, Smith & Vining Roads Enhancement District

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

Upon hearing comments and/or objections from the Special Meeting - Public Hearing held on Monday, July 22, 2024, at 6:45 p.m. it is requested that Council adopt a resolution to confirm and certify the proposed special assessment roll for the Merriman, Wickham, Wick, Smith & Vining Roads Enhancement District.

OFFICE USE ONLY

Approved for Council Agenda: ☒

AGENDA ITEM # **.6A**

CITY OF ROMULUS
MERRIMAN, WICKHAM, WICK, SMITH, & VINING ROADS ENHANCEMENT PROGRAM
JULY 2024

The Enhancement Project

The enhancement project is an operational and maintenance special assessment program proposed for ongoing maintenance. The project boundaries are:

Merriman Road medians from the commercial development on the north (i.e American's Best Value Inn & Leonardo's Plaza) to the I-94 interchange

Wickham Road from Merriman south to Wick (including the pocket park)

Wick Road from Wickham to Vining including the median immediately west of that intersection

Vining Road medians from the I-94 interchange to Ecorse Road

Smith Road median from Vining to Merriman

The enhancement project consists of streetscape and image improvements including landscape maintenance and restoration such as all mowing, edging, mulch. raking, insect control, fertilizing, pruning, irrigation, reseeding, leaf removal, litter removal, spring and fall cleanup, sweeping and blowing all streets during spring, summer and fall.

Quotes have been obtained and are projected as follows:

Annual landscape maintenance:	\$105,000
Christmas/Special Event lighting:	\$8,000
Banners (annual):	\$4,000
American flag maint/replacement lease:	\$3,500
Pocket park renovation & maint:	\$10,000
Bench/garbage can install/maint:	\$3,000
SAD garbage can service 12 mos:	\$3,500
Merriman electric/water (existing):	\$12,000
Contingency (10%):	<u>\$15,000</u>
	\$164,000

It is proposed that in order to guarantee total participation of all benefitting properties that the City of Romulus renew and expand a Special Assessment District (SAD) to be known as the "Merriman, Wickham, Wick, Vining, and Smith (MWWVS) Improvement and Maintenance SAD".

Project Costs

The projected costs for the first full year (2025) for maintenance and operations are \$164,000. It is proposed that all properties that benefit from the program would pay an

apportioned amount based on a street frontage linear foot method. Costs would be assessed to each property based on the amount of linear footage. There exists a total linear footage measured on both sides of the roads identified above of 42,102.74 linear and assessable feet.

Property Owner Costs

Costs from year to year would be adjusted only if there are increases in costs associated with increases in bid/contract costs.

The SAD would be set up so that annually the amount of the assessment would be included on the winter tax bill sent to each property owner on or before December 1st and payable on or before February 14th of each tax year to commence with the winter 2024 tax collection.

Special Assessment Hearing/Procedures

Under both the City Charter and state law, two public hearings before the Romulus City Council are required in order to implement the program outlined here in. The first public hearing called the “hearing of determination” was held on May 28, 2024. The second public hearing called the “hearing on the proposed special assessment roll” is scheduled for July 22, 2024.

Please contact Kevin Krause at (734) 955-4577 or kkrause@romulusgov.com if you have any questions.

Taxpayer		Parcel Number	Front Footage	Zoning	\$ 164,000.00	Merriman SAD (current levy)
METRO WORLD CENTRE LTD		80 033 99 0001 704	894.35	RC/PDA	\$3,483.70	
METRO WORLD COMMERCE CENTER LLC		80 033 99 0003 702	2,210.54	RC/PDA	\$8,610.57	
METRO WORLD COMMERCE CENTER NW LLC		80 036 99 0005 703	1,658.22	RC-REG	\$6,459.15	
AMERICA'S BEST VALUE INN		80 037 99 0027 707	202.62	RC-REG	\$789.25	\$ 2,508.44
7610 MERRIMAN PLAZA	FADHEL ALGAITHI	80 037 99 0027 708	207.53	RC-REG	\$808.38	\$ 2,569.22
HOLIDAY INN EXPRESS	GROUP 10 MANAGEMENT	80 037 99 0027 709	168.45	RC-REG	\$656.15	\$ 2,085.41
QWIK PARK	GROUP 10 MANAGEMENT	80 037 99 0027 712	123.16	RC-REG	\$479.74	\$ 1,524.72
SHERATON DETROIT METRO AIRPORT		80 037 99 0028 710	1,094.10	RC-REG	\$4,261.77	\$ 8,346.60
FAIRFIELD INN	GROUP 10 MANAGEMENT	80 037 99 0028 714	129.97	RC-REG	\$506.26	\$ 1,609.03
HAMPTON INN & SUITES		80 037 99 0028 715	152.39	RC-REG	\$593.59	
HILTON GARDEN INN		80 037 99 0028 716	403.10	RC-REG	\$1,570.17	
PARKLANE ENTERPRISE LLC	GROUP 10 MANAGEMENT	80 037 99 0035 705	1,287.29	RC-REG	\$5,014.30	
AZ ROMULUS MI INVESTORS LLC		80 038 99 0001 700	1,400.83	M-1/COND	\$5,456.56	
SCANNELL PROPERTIES #610 LLC		80 038 99 0002 703	1,061.72	M-1/COND	\$4,135.65	
FSC PFG ROMULUS MI LLC		80 038 99 0002 704	551.00	M-1/COND	\$2,146.27	
OPUS DEVELOPMENT CO LLC		80 038 99 0002 705	905.39	M-1/COND	\$3,526.71	
DTE ELECTRIC COMPANY		80 038 99 0003 703	215.00	RC-REG	\$837.48	
NP LORDSTOWN 173 LLC		80 039 01 0001 000	2,217.33	RC/M-1	\$8,637.02	
NP LORDSTOWN 173 LLC		80 039 01 0002 000	930.00	RC/M-1	\$3,622.57	
SHEETZ INC		80 039 01 0004 000	891.52	RC/M-1	\$3,472.68	
NP LORDSTOWN 173 LLC		80 039 01 0005 000	545.15	RC/M-1	\$2,123.49	
NP LORDSTOWN 173 LLC		80 039 01 0006 000	1,503.48	RC/M-1	\$5,856.41	
NP LORDSTOWN 173 LLC		80 039 01 0007 000	2,152.31	RC/M-1	\$8,383.75	
NP LORDSTOWN 173 LLC		80 039 01 0008 000	855.12	RC/M-1	\$3,330.89	
RODEWAY INN		80 040 99 0003 008	315.00	RC-REG	\$1,227.00	
EMBASSY SUITES		80 040 99 0003 713	341.26	RC-REG	\$1,329.29	
MAGNUSON HOTEL		80 040 99 0003 716	153.82	RC-REG	\$599.16	\$ 1,904.29
NOFAR ANATOL - JOSEPH		80 040 99 0003 718	765.03	RC-REG	\$2,979.97	
BIG BOY	NEMEH PROPERTIES LLC	80 040 99 0003 719	577.01	RC-REG	\$2,247.59	\$ 4,416.07
SPRINGHILL SUITES	GROUP 10 MANAGEMENT	80 040 99 0003 721	129.31	RC-REG	\$503.69	\$ 1,600.86
MERRIMAN INVESTMENTS LLC	GROUP 10 MANAGEMENT	80 040 99 0003 722	187.69	RC-REG	\$731.10	\$ 2,323.60
FOUR POINTS SHERATON	GROUP 10 MANAGEMENT	80 040 99 0006 701	470.00	RC-REG	\$1,830.76	
BAYMONT INN	GROUP 10 MANAGEMENT	80 040 99 0009 703	202.00	RC-REG	\$786.84	

COMFORT INN		80 040 99 0011 705	240.00	RC-REG	\$934.86	
SKYWAY LODGES LLC	GROUP 10 MANAGEMENT	80 040 99 0011 707	370.46	RC-REG	\$1,443.03	
DELTA HOTEL BY MARRIOTT		80 040 99 0012 701	1,267.33	RC-REG	\$4,936.55	
PUBLIC SERVICE CREDIT UNION		80 042 02 0001 300	173.34	RC-REG	\$675.20	\$ 2,145.95
PUBLIC SERVICE CREDIT UNION		80 042 02 0003 301	402.00	RC-REG	\$1,565.88	\$ 4,976.76
MERRI-FIVE PLAZA LLC	GROUP 10 MANAGEMENT	80 042 02 0009 300	134.00	RC-REG	\$521.96	\$ 1,658.92
MC DONALDS		80 042 03 0011 300	140.04	C2-GEN	\$545.49	\$ 1,733.70
SMITH MERRIMAN INVESTMENT LLC	GROUP 10 MANAGEMENT	80 042 03 0013 300	70.00	C2-GEN	\$272.67	\$ 866.60
DTW AIRPORT SUITES LLC	ALLIE T MALLAD	80 042 03 0014 301	82.00	C2-GEN	\$319.41	\$ 1,015.16
J & V CONSTRUCTION INC	VITO LIPAROTO	80 042 99 0060 000	132.15	C2-GEN	\$514.76	\$ 1,636.02
J & V CONSTRUCTION INC	VITO LIPAROTO	80 042 99 0061 000	92.83	C2-GEN	\$361.59	\$ 1,149.24
AIRPORT HOSPITALITY INC	GROUP 10 MANAGEMENT	80 042 99 0071 701	335.04	RC-REG	\$1,305.06	\$ 4,147.80
MERRI-FIVE PLAZA LLC	GROUP 10 MANAGEMENT	80 043 99 0001 703	1,066.98	RC-REG	\$4,156.14	\$ 13,209.21
SPEEDWAY SUPERAMERICA LLC		80 043 99 0003 700	521.47	C3-HWY	\$2,031.25	\$ 3,985.99
CLARION INN	MOHAMED ELGENDY	80 043 99 0004 701	919.60	RC-REG	\$3,582.06	\$ 6,273.69
ALIKO HOLDINGS LLC	LISANDER ALIKO	80 043 99 0005 001	863.59	RC-REG	\$3,363.88	\$ 10,691.24
WYNDHAM GARDEN HOTEL & TRAVELODGE		80 043 99 0006 706	912.08	RC-REG	\$3,552.76	
TELHORN DEVELOPMENT LLC	GROUP 10 MANAGEMENT	80 043 99 0006 708	674.14	RC-REG	\$2,625.93	\$ 3,393.85
WICK ROAD PARKING LLC	GROUP 10 MANAGEMENT	80 057 99 0001 000	1,268.59	RC-REG	\$4,941.45	
SCHUBINER E C	JODI SCHUBINER TTEE	80 057 99 0002 000	1,298.16	RC-REG	\$5,056.64	
SCHUBINER E C	JODI SCHUBINER TTEE	80 058 99 0001 000	1,320.00	RC-REG	\$5,141.71	
METRO WORLD COMMERCE CENTER NW LLC		80 058 99 0002 704	2,430.57	RC-REG	\$9,467.64	
METRO WORLD COMMERCE CENTER LLC		80 061 99 0001 706	2,486.68	RC/PDA	\$9,686.20	
			42,102.74		\$164,000.00	\$ 85,772.35



City of Romulus

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

Council Meeting Held: **July 22, 2024**

Item No. B.

General Description: **FOR YOUR INFORMATION: MML Annual Meeting Notice**

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

RECEIVED

July 5, 2024

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

2024 JUL 12 A 9:15

CITY OF ROMULUS
CLERK'S OFFICE

Dear Official:

The Michigan Municipal League Annual Convention will be held on Mackinac Island, September 11-13, 2024. The League's "**Annual Meeting**" is scheduled for 4:30 pm on Wednesday, September 11 in the Terrace at the Grand Hotel. The meeting will be held for the following purposes:

1. **Election of Trustees.** To elect five members of the Board of Trustees for terms of four years each (see #1 on page 2).
2. **Policy.** A) **To vote on the Core Legislative Principles document.**

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <https://mml.org/resources-research/delegate/>. If you would like to receive a copy of the proposed principles by fax, please call Monica Druks at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)

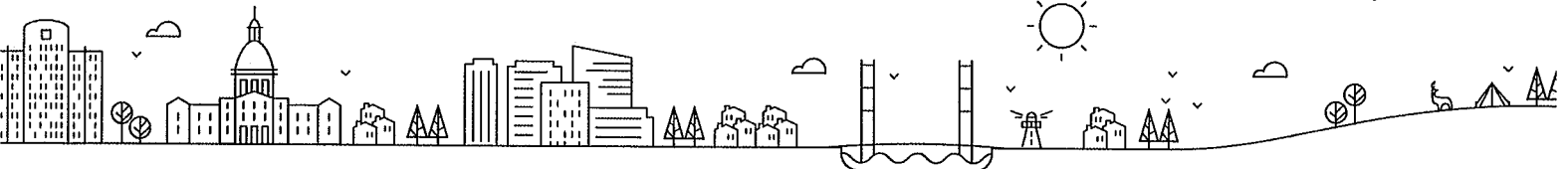
In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by **August 11, 2024.**

3. **Other Business.** To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <https://mml.org/resources-research/delegate/> **no later than August 11, 2024.**

We love where you live.



Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

“Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary Members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative.”

1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, five members of the Board of Trustees will be elected at the annual meeting for a term of four years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus, the deadline this year for the League to receive resolutions is **August 11, 2024**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. **Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.**

Further, “Every proposed resolution submitted to the Board of Trustees by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or a modification thereof.

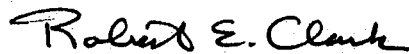


3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, September 10, 2024, at the Grand Hotel for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,

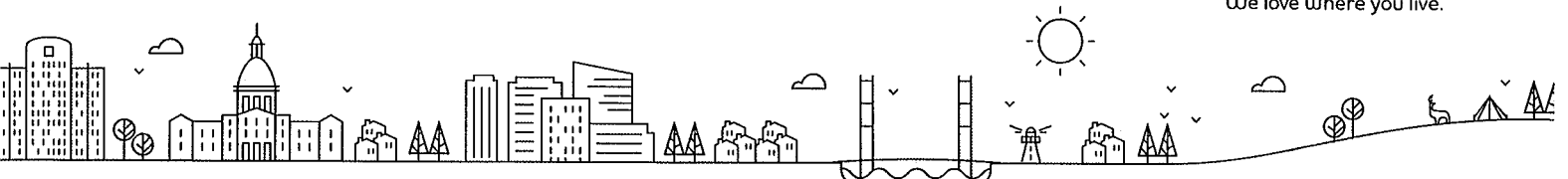


Robert E. Clark
President
Mayor, City of Monroe



Daniel P. Gilmartin
Executive Director & CEO

We love where you live.





City of Romulus

Treasurer's Report

Council Meeting Held:

July 22, 2024

Item No. 7.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Seconded by: Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Ayes: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Nays: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

Abstain: All Abdo Barden Roscoe Talley Wadsworth Williams Wilson

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Public Comment

Council Meeting Held:

July 22, 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 22, 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 22, 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 22, 2024**

Item No. A.

General Description: Approval of Warrant #: 24-14 for checks presented in the amount of \$1,431,735.73

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 22, 2024
Warrant Number: 24-14

TOTAL WARRANT REGISTER

1,431,735.73

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

7/17/2024

CHECK DISBURSEMENT REPORT FOR CITY OF ROMULUS
CHECK DATE FROM 07/03/24 - 07/17/24

Fund		Amount
Total for fund 101	General Fund	197,962.59
Total for fund 202	Major Street Fund	2,358.99
Total for fund 203	Local Street Fund	6,625.29
Total for fund 205	Public Safety Fund	39,188.97
Total for fund 211	Cable TV	40.72
Total for fund 218	Merriman Rd. Spec. Assess	3,478.34
Total for fund 219	Street Lighting Fund	54,993.98
Total for fund 245	Oakwood SAD	231.44
Total for fund 247	Tax Increment Finance Authority	5,614.86
Total for fund 248	Downtown Development Authority	26,174.49
Total for fund 260	Michigan Indigent Defense Fund	11,680.00
Total for fund 261	911 Service Fund	648.94
Total for fund 265	Drug Law Enforcement Fund	432.93
Total for fund 271	Library Fund	40,179.35
Total for fund 389	Sewer Debt Service	1,200.00
Total for fund 396	Water Debt Services	700.00
Total for fund 403	Vining Road Exten - Ecorse Const	5,979.29
Total for fund 592	Water & Sewer Fund	244,911.77
Total for fund 661	Motor Vehicle	164,224.99
Total for fund 664	Technology Services	35,772.54
Total for fund 676	Retiree's Ins. Benefits	10,894.61
Total for fund 677	Prop & Liability Ins Fund	562,830.00
Total for fund 701	Revolving Fund	5,275.00
Total for fund 703	Current Tax	113.13
Total for fund 704	Imprest Payroll Fund	9,558.30
Total for fund 705	Delq. Pers. Prop. Fund	665.21
TOTAL - ALL FUNDS		1,431,735.73

07/17/2024

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 07/03/2024 - 07/17/2024

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank POOL POOLED CASH						
07/15/2024	POOL	85722	4349	MICHIGAN PET ALLIANCE	ANIMAL SHELTER MPA DUES	225.00
07/17/2024	POOL	1723(E)	1468	CITY OF ROMULUS	37200 GODDARD WATER BILL, 06/01/24 - 06/	109.63
07/17/2024	POOL	1724(E)	1468	CITY OF ROMULUS	MERRIMAN SAD 2 WATER BILL, 06/01/24 - 06	2,165.25
07/17/2024	POOL	1725(E)	1468	CITY OF ROMULUS	MERRIMAN SAD 1 WATER BILL, 06/01/24 - 06	1,113.87
07/17/2024	POOL	1726(E)	1468	CITY OF ROMULUS	9755 OZGA WATER BILL, 06/01/24 - 06/30/2	102.08
07/17/2024	POOL	1727(E)	1468	CITY OF ROMULUS	11129 WAYNE, NEW 34TH DIST. COURT 06/01/	341.03
07/17/2024	POOL	1728(E)	1468	CITY OF ROMULUS	11147 HUNT WATER BILL, 06/01/24 - 06/30/	17.71
07/17/2024	POOL	1729(E)	1468	CITY OF ROMULUS	37230 NORTHLINE WATER BILL 06/01/24 - 06	94.35
07/17/2024	POOL	1730(E)	1468	CITY OF ROMULUS	11165 OLIVE B WATER BILL 06/01/24 - 06/3	650.83
07/17/2024	POOL	1731(E)	1468	CITY OF ROMULUS	11165 OLIVE A WATER BILL 06/01/24 - 06/3	69.39
07/17/2024	POOL	1732(E)	1468	CITY OF ROMULUS	11189 SHOOK WATER BILL 06/01/24 - 06/30/	17.71
07/17/2024	POOL	1733(E)	1468	CITY OF ROMULUS	36525 BIBBINS WATER BILL, 06/01/24 - 06	120.70
07/17/2024	POOL	1734(E)	1468	CITY OF ROMULUS	12300 WAYNE WATER BILL 06/01/24 - 06/30/	166.03
07/17/2024	POOL	1735(E)	1468	CITY OF ROMULUS	11111 WAYNE WATER BILL 06/01/24 - 06/30/	213.83
07/17/2024	POOL	1736(E)	1468	CITY OF ROMULUS	7221 MIDDLEBELT WATER BILL 06/01/24 - 06	126.20
07/17/2024	POOL	1737(E)	1468	CITY OF ROMULUS	12600 WAYNE WATER BILL 06/01/24 - 06/30	210.00
07/17/2024	POOL	1738(E)	1468	CITY OF ROMULUS	28777 EUREKA WATER BILL 06/01/24 - 06/30	174.00
07/17/2024	POOL	1739(E)	1468	CITY OF ROMULUS	6900 WAYNE WATER BILL 06/01/24 - 06/30/2	94.35
07/17/2024	POOL	1740(E)	1468	CITY OF ROMULUS	11131 WAYNE WATER BILL 06/01/24 - 06/30/	301.45
07/17/2024	POOL	1741(E)	1468	CITY OF ROMULUS	11121 WAYNE WATER BILL 06/01/24 - 06/30/	136.63
07/17/2024	POOL	1742(E)	0581	COMERICA COMM. CARD SERV.	JERRY FRAYER MAY 2024 COMERICA CARD PURC	30.00
					JERRY FRAYER JUNE 2024 COMERICA CARD PUR	516.80
					KEN CHAPMAN COMERICA CARD PURCHASES FOR	577.92
					KEVIN KRAUSE COMERICA CARD PURCHASES FOR	906.31
					JEFF KEMP COMERICA CARD PURCHASES FOR JU	262.50
					ELLEN CRAIG-BRAGG COMERICA CARD PURCHASE	3,068.87
					KEVIN LOSEN COMERICA CARD PURCHASES JUNE	150.00
						5,512.40
07/17/2024	POOL	1743(E)	0020	DELTA DENTAL PLAN OF MICHIGAN	JULY 2024 DELTA DENTAL INSURANCE	16,255.06
07/17/2024	POOL	1744(E)	0012	DTE ENERGY	6900 WAYNE - FIRE STATION #3 06/01/24 -	53.30
					OAKWOOD STORM SEWER PUMP STATION - 15409	231.44
					38205 BARTH - EMERGENCY SIREN 06/01/24 -	30.34
					7219 MIDDLEBELT - FIRE #2 06/04/24 - 07	764.98
					7506 MERRIMAN - LANDSCAPING SERVICE PERI	199.22
					6241 DEXTER - BOICE PARK 06/06/24 - 07/	41.79
					37230 NORTHLINE- FS #1 06/06/24 - 07/05	92.09
					VINING RD HOT BOX - 34155 GODDARD - 06/0	228.20
					12055 WAYNE - BIRD HOUSE 06/06/24 - 07/	10.51
					12300 WAYNE - ANIMAL SHELTER 06/06/24 -	1,059.60
					11147 HUNT - HISTORICAL PAVILLION - 06/	122.69
					10202 SHOOK RD - CEMETERY - 06/06/24 -	32.78
					16869 BRANDT - CREEKSIDE PUMP STATION 06	58.95
					11120 HUNT - SCHOOL HOUSE @ HISTORICAL P	63.82
					11189 SHOOK - CHAMBER BLDG 06/06/24 - 07	528.77
					9755 OZGA - ELMER JOHNSON PARK 06/06/24	77.71
					6061 COLUMBUS - FERNANDEZ PARK 06/11/24	17.65
						3,613.84
07/17/2024	POOL	1745(E)	0012	DTE ENERGY	31558 GODDARD - WATER PUMP 06/06/24 - 07	454.71
07/17/2024	POOL	1746(E)	0891	HOME DEPOT	23/24 BLANKET PO FOR MISC SUPPLIES - DPW	30.33
					23/24 BLANKET PO FOR MISC SUPPLIES - DPW	47.96
					23/24 BLANKET PO FOR MISC SUPPLIES - DPW	24.48
					23/24 BLANKET PO FOR MISC SUPPLIES - DPW	294.61
					23/24 BLANKET PO FOR MISC SUPPLIES - DPW	30.98
					23/24 BLANKET PO FOR MISC SUPPLIES - DPW	68.57
					23/24 BLANKET PO FOR MISC SUPPLIES - DPW	3.67
					23/24 BLANKET PO FOR MISC SUPPLIES - DPW	39.49
					23/24 BLANKET PO FOR MISC SUPPLIES - DPW	23.50
					23/24 BLANKET PO FOR MISC SUPPLIES - DPW	8.60
					23/24 BLANKET PO FOR MISC SUPPLIES - DPW	26.37
					COOLER FOR SOUNDS IN "R" DISTRICT EVENTS	155.32
					REFRIGERTOR FOR POLICE	699.70
					24/25 BLANKET PO FOR MISC SUPPLIES - DPW	17.81
					LIBRARY BEACH PEBBLES 30LB BAG	38.94
					24/25 BLANKET PO FOR HOME DEPOT - MISC.	42.91
					24/25 BLANKET PO FOR MISC SUPPLIES - DPW	51.95
					23/24 BLANKET PO FOR MISC SUPPLIES - DPW	61.49
					24/25 BLANKET PO FOR MISC SUPPLIES - DPW	38.96

07/17/2024

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 07/03/2024 - 07/17/2024

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					24/25 BLANKET PO FOR MISC SUPPLIES - DPW	32.00
					24/25 BLANKET PO FOR MISC SUPPLIES - DPW	110.56
					HISTORICAL PARK SUPPLIES FOR KINGSLEY HO	416.40
					HISTORICAL PARK SUPPLIES FOR KINGSLEY HO	8.37
					HISTORICAL PARK SUPPLIES FOR KINGSLEY HO	157.72
						2,430.69
07/17/2024	POOL	1747(E)	3992	INVOICE CLOUD INC.	INVERTED PO FOR MONTHLY FEES FOR CREDIT	621.75
07/17/2024	POOL	1748(E)	1327	MICHIGAN MUNICIPAL LEAGUE	POOL RENEWAL PREMIUM 7/01/2024 - 7/01/20	562,830.00
07/17/2024	POOL	1749(E)	2947	NATIONAL VISION ADMINISTRATORS, LLC	VISION COVERAGE FOR JULY 2024	1,818.23
07/17/2024	POOL	1750(E)	4326	TELNET WORLDWIDE, INC	DIGITAL E-FAX BUNDLE JULY 2024	75.84
07/17/2024	POOL	85723	4335	A DESIGN LINE	ROMULUS LOGO KOOLER BAGS FOR SOUNDS 7/12	494.62
07/17/2024	POOL	85724	2942	AIRGAS, INC.	23/24 BLANKET PO- AIRGAS INC -FOR OXYGE	77.99
07/17/2024	POOL	85725	4027	AMAZON CAPITAL SERVICES	ANTI FATIGUE MATS	160.57
					ELECTION AND OFFICE SUPPLIES	357.00
					OFFICE SUPPLIES	80.32
					CITY HALL - USED TO CLEAN OUT CONDENSATE	28.98
					FILE FOLDER LABELS, NAME PLATE, DESK FIL	71.01
					MISC. AMAZON PROMOTIONAL SUPPLIES	173.03
						870.91
07/17/2024	POOL	85726	MISC	AMY ELWART	SENIOR CENTER REFUND ROOM RENTAL 7/1/24	100.00
07/17/2024	POOL	85727	0040	APEX SOFTWARE	ANNUAL SOFTWARE MAINTENANCE FOR APEX SKE	780.00
07/17/2024	POOL	85728	2903	APPLIED INNOVATION	BASE RATE JULY 24 ADDITIONAL PAGES JUNE	761.01
07/17/2024	POOL	85729	0007	ASHLEY MILLS	PARK RENTAL DEPOSIT 455552	50.00
07/17/2024	POOL	85730	4115	ASSABET INTERACTIVE	EVENT / ROOM BOOKING MODULES ANNUAL SUBS	1,250.00
07/17/2024	POOL	85731	0525	ASSOC OF PUBLIC TREASURERS US&CANAD	2024 ANNUAL CONFERENCE REGISTRATION FOR	998.00
07/17/2024	POOL	85732	3649	AUTO VALUE OF ROMULUS	24/25 BLANKET PO FOR MISC MECHANIC PURCH	146.00
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	24.68
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	11.88
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	6.89
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	132.59
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	199.69
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	83.90
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	19.04
					23/24 BLANKET PO FOR MISC MECHANIC PURCH	87.53
						712.20
07/17/2024	POOL	85733	MISC	AUTUMN BROWN	PARK RENTAL DEPOSIT 448447	25.00
07/17/2024	POOL	85734	3900	BCICAPITAL, INC	LEASE PAYMENT 3 OF 5 2021 FORD E 450 AMB	45,753.88
07/17/2024	POOL	85735	0417	BLUE RIBBON CONTRACTING INC.	SENIOR CENTER - ROCK FOR LANDSCAPING	500.00
07/17/2024	POOL	85736	0231	BOOMER CO.	23/24 BLANKET PO FOR MISC SUPPLIES LOCAL	72.00
07/17/2024	POOL	85737	0064	BOUND TREE MEDICAL LLC	23/24 BLANKET PO - MEDICAL SUPPLIES AND	264.86
					23/24 BLANKET PO - MEDICAL SUPPLIES AND	26.88
					24/25 BLANKET PO - MEDICAL SUPPLIES AND	14.45
						306.19
07/17/2024	POOL	85738	2670	BROADCAST MUSIC INC	ANNUAL LICENSING MUSIC FEES 6/01/2024-05	435.00
07/17/2024	POOL	85739	4110	BRYX, INC.	SOLE SOURCE - BRYX STATION ALERTING SYST	5,000.00
07/17/2024	POOL	85740	0539	BS & A SOFTWARE	FINANCE SYS - ANNUAL SERVICE/SUPPORT 8/1	35,452.00
07/17/2024	POOL	85741	3507	CAMERON ZVARA	LIBRARY COMEDY MAGIC FAMILY SHOW 7/23/24	450.00
07/17/2024	POOL	85742	1270	CARLISLE WORTMAN ASSOCIATES	UNITED RENTAL APRIL 2024	1,755.00
07/17/2024	POOL	85743	3209	CHRIS GEORGE	BD BOND REFUND 32034 BRUCE	2,625.00
07/17/2024	POOL	85744	MISC	CHRISTIAN HADDEN	PARK RENTAL DEPOSIT REFUND 454371	50.00
07/17/2024	POOL	85745	1172	CITY OF ROMULUS	11189 SHOOK SUMMER PROPERTY TAXES	1,067.29
					37133 GODDARD SUMMER PROPERTY TAXES	3,831.40
					36539 GODDARD SUMMER PROPERTY TAXES	106.34
					11120 HUNT SUMMER PROPERTY TAXES	15,086.65
						20,091.68
07/17/2024	POOL	85746	1980	COMCAST	ACCT # 8529 10 214 0290387, UNIT COURTES	21.62
07/17/2024	POOL	85747	1980	COMCAST	8529 10 214 0281543 BUSINESS CABLE 07/18	148.09
07/17/2024	POOL	85748	0134	COMERICA LEASING CORPORATION	LEASE/PURCHASE YEAR 4 OF 4 2020 SPARTAN/	112,808.28
07/17/2024	POOL	85749	4215	COMMERCIAL REAL ESTATE EXCHANGE, IN	MONTHLY REAL ESTATE CONSULTING FY 24/25	139.00
07/17/2024	POOL	85750	3546	CORE & MAIN	23/24 BLANKET PO FOR MISC WATER SUPPLIES	35.00

07/17/2024

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 07/03/2024 - 07/17/2024

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
07/17/2024	POOL	85751	MISC	DARYL BRIM	SENIOR CENTER REFUND ROOM RENTAL 06/26/2	100.00
07/17/2024	POOL	85752	MISC	DAVID ALLISON	ROPE FOR FLAG POLE AT STATION 4	104.94
07/17/2024	POOL	85753	3209	DILLON ASHLEY	BD BOND REFUND 6151 LORAIN	625.00
07/17/2024	POOL	85754	0411	DORNBOS SIGN & SAFETY INC	SIGNS/MATERIALS FOR HONORARY SIGN FABRIC	823.50
07/17/2024	POOL	85755	2594	DOWNRIVER UTILITY WASTEWATER AUTHOR	JULY 2024 EXCESS FLOW	210,401.40
07/17/2024	POOL	85756	0772	DTE ENERGY	MUNICIPAL COMPLEX JUNE 2024	13,432.44
07/17/2024	POOL	85757	0772	DTE ENERGY	JUNE 2024 STREET LIGHTING	58,716.72
07/17/2024	POOL	85758	2557	ELECTION SOURCE	ELECTION SUPPLIES	125.48
07/17/2024	POOL	85759	3298	ELECTROCYCLE, INC	ONSITE DOCUMENT DESTRUCTION FOR RECORDS	236.00
07/17/2024	POOL	85760	3475	FERGUSON WATERWORKS #3386	METER TESTING	1,540.00
					METER STOCK & UPCOMING PROJECTS	15,182.50
					METERS	1,214.72
						17,937.22
07/17/2024	POOL	85761	1346	FERRELLGAS, LP	24/25 BLANKET PO FOR - MECHANICS - DPW	202.61
07/17/2024	POOL	85762	2735	FIFER INVESTIGATIONS, LLC	NEW HIRE BACKGROUND INVESTIGATIONS	3,600.00
07/17/2024	POOL	85763	3053	FIRST CHOICE COFFEE SERVICES	24/25 BLANKET PO FOR WATER PURIFIER AT P	62.95
07/17/2024	POOL	85764	3829	FOSTER BLUE WATER OIL, LLC	23/24 INVERTED PO - ITB 19/20-21 2 YEAR	1,795.65
					23/24 INVERTED PO - ITB 19/20-21 2 YEAR	1,722.39
					23/24 INVERTED PO - ITB 19/20-21 2 YEAR	60.00
					23/24 INVERTED PO - ITB 19/20-21 2 YEAR	95.00
						3,673.04
07/17/2024	POOL	85765	0951	GANDOL INC	PARTITION LEVER	25.60
07/17/2024	POOL	85766	0128	GIARMARCO, MULLINS, & HORTON, PC	70085-004B GENERAL JUNE 24	7,696.00
					ACCOUNT 70085-055B RODEWAY INN	3,255.00
					ACCOUNT 70085-010B BUILDING DEPT	112.50
					ACCOUNT 70085-005B HUMAN RESOURCES DEPT	1,087.50
					ACCOUNT 70085-078 BIG STEVE'S DESIGNZ, L	110.00
					ACCOUNT 70085-007B FIRE DEPT	1,350.00
					ACCOUNT 70085-046 TIFA	112.50
					ACCOUNT 70085-044 ROM TRADE CENTER	262.50
					ACCOUNT 70085-021B FINANCE DEPT	75.00
					ACCOUNT 70085-000B DOWNRIVER SEWER	544.58
					ACCOUNT 70085-011B CLERKS OFFICE	45.00
						14,650.58
07/17/2024	POOL	85767	MISC	GLENN ROWE	ANIMAL BOND SPAY / NEUTER REFUND 09/01/2	25.00
07/17/2024	POOL	85768	MISC	GMG LANDSCAPING LLC	SEVER/PLUG DEPOSIT REF 6923 MIDDLEBELT	361.16
07/17/2024	POOL	85769	0338	GRAINGER INC.	24/25 BLANKET PO - GRAINGER - MISC. MAI	9.60
07/17/2024	POOL	85770	2995	HALLAHAN & ASSOCIATES, P.C.	PROFESSIONAL SERVICES RENDERED THROUGH 6	949.62
07/17/2024	POOL	85771	2789	HILLARD'S GLASS, INC.	24/25 BLANKET PO FOR MISC VEHICLE WINDSH	420.00
07/17/2024	POOL	85772	MISC	HULEN YATES	SENIOR CENTER REFUND ROOM RENTAL 6/22/24	100.00
07/17/2024	POOL	85773	3209	INFINITY CONSTRUCTION SERVICES LLC	BD BOND REFUND 8997 HERITAGE	500.00
					BD BOND REFUND 9009 HERITAGE	500.00
					BD BOND REFUND 9057 HERITAGE	500.00
						1,500.00
07/17/2024	POOL	85774	2567	J & B MEDICAL SUPPLY CO. INC	23/24 BLANKET PO - J&B MEDICAL - FIRE D	308.63
07/17/2024	POOL	85775	3209	JAMES BRADY & CAROLYN ERITAND	BD BOND REFUND 36707 GODDARD	275.00
07/17/2024	POOL	85776	3785	JEFFREY E. BOWDICH	MIDC SERVICE HOURS ATTORNEY JEFFREY BOWD	2,730.00
07/17/2024	POOL	85777	MISC	JERRY FRAYER	PARKING FOR SEMCOG CLASS	10.00
07/17/2024	POOL	85778	0006	JOHN HAMEL	WATER & SEWER TAP REFUND	6,090.00
07/17/2024	POOL	85779	3820	K-M LAW PLLC	MIDC SERVICE HOURS ATTORNEY KRISTAL-MARI	660.00
07/17/2024	POOL	85780	4375	KCI	AUGUST PRMARY BALLOT TRACKING	377.27
07/17/2024	POOL	85781	3721	KELLER THOMA PC	CLIENT 005018, GENERAL; PROFESSIONAL SER	1,095.00
07/17/2024	POOL	85782	3775	LAW OFFICE OF DANIEL A. BITAR, PLLC	MIDC PROGRAM SERVICE DANIEL BITAR	2,360.00
07/17/2024	POOL	85783	3777	LAW OFFICES OF SAMER N. JADALLAH	MIDC SERVICE HOURS ATTORNEY SAMER JADALL	3,810.00
07/17/2024	POOL	85784	MISC	LCAA C/O DEERFIELD TOWNSHIP	ASSESSORS CLASS 9/11/24	30.00
07/17/2024	POOL	85785	MISC	LCAA C/O DEERFIELD TOWNSHIP	ASSESSORS CLASS 9/11/24	30.00
07/17/2024	POOL	85786	3453	LEXIPOL, LLC	24/25 POLICEONE ACADEMY TRAINING PLATFOR	3,041.37
07/17/2024	POOL	85787	0120	LIBRARY DESIGN ASSOCIATES, INC.	LABOR TO REMOVE & DISPOSE 6 SHELVING BAC	180.00
					LIBRARY CHAIR, COFFEE TABLE, SHELVING, S	28,599.00
						28,779.00

07/17/2024

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 07/03/2024 - 07/17/2024

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
07/17/2024	POOL	85788	MISC	LIFE LINE SCREENING	REFUND SENIOR ROOM RENTAL 07/13/24	100.00
07/17/2024	POOL	85789	MISC	LORI MCLEAN	SENIOR CENTER REFUND ROOM RENTAL 6/29/24	100.00
07/17/2024	POOL	85790	4255	LUIGI FERDINANDI & SON CEMENT CO	ITB 23/24-02 MEDC SIDEWALK REPLACEMENT	98,234.61
07/17/2024	POOL	85791	1680	LUSTER CLEANERS, INC	23/24 BLANKET PO FOR PRISONER BLANKET CL	160.00
07/17/2024	POOL	85792	3328	MARY OAKLEY	01/01/24 - 06/30/24 RETIREE HEALTH REIM	2,018.46
07/17/2024	POOL	85793	2666	MAURER'S TEXTILE RENTAL SERVICES	ADDITIONAL PO OPENED TO COMPLETE FY 23/2	134.41
					ADDITIONAL PO OPENED TO COMPLETE FY 23/2	30.91
					ADDITIONAL PO OPENED TO COMPLETE FY 23/2	27.50
					ADDITIONAL PO OPENED TO COMPLETE FY 23/2	1.57
					ADDITIONAL PO OPENED TO COMPLETE FY 23/2	134.41
						328.80
07/17/2024	POOL	85794	0430	MBM FABRICATORS CO., INC.	EMERGENCY REPAIR - CITY HALL NORTHSIDE S	32,740.00
07/17/2024	POOL	85795	3209	MBUILD LLC	BD PAYMENT REFUND 14621 NEW YORK	1,365.00
07/17/2024	POOL	85796	0885	MC HUGH LIMITED DIVISION	2024 Sum Tax Refund 80 026 99 0023 000	113.13
07/17/2024	POOL	85797	3988	METRO ALARM SYSTEMS LLC	34TH DISTRICT COURT MONITORING FIRE ALAR	577.94
					34TH DISTRICT COURT MONITORING FIRE ALAR	321.00
						898.94
07/17/2024	POOL	85798	2084	MICHIGAN ASSOCIATION OF PLANNING	MICHIGAN ASSOCIATION OF PLANNING ANNUAL C	440.00
					MICHIGAN ASSOCIATION OF PLANNING ANNUAL C	440.00
						880.00
07/17/2024	POOL	85799	0903	MICHIGAN DEPARTMENT OF TREASURY	DELINQUENT PERSONAL PROPERTY DISBURSEMEN	157.50
07/17/2024	POOL	85800	1104	MICHIGAN STATE POLICE	24/25 BLANKET PO-SEX OFFENDER REGISTRATI	30.00
07/17/2024	POOL	85801	0444	MICHIGAN WATER ENVIRONMENT ASSOC	MEMBERSHIP DUES	95.00
					MEMBERSHIP DUES	95.00
						190.00
07/17/2024	POOL	85802	3670	MIDWEST COLLAB. FOR LIBRARY SERVICE	MCLS ANNUAL MEMBERSHIP FEE	250.00
07/17/2024	POOL	85803	0427	MIDWEST TAPE	CUSTOMER # 2000005771 BOOKS	44.99
07/17/2024	POOL	85804	2902	MONAGHAN, PC	WAYNE RD SIDEWALK PROJECT BILLING THRU 0	5,979.29
07/17/2024	POOL	85805	3209	MOORE SONS PLUMBING	BD PAYMENT REFUND 37565 WESTVALE	15.00
07/17/2024	POOL	85806	0068	MUCHMORE HARRINGTON SMALLEY & ASSOC	24/25 INVERTED PO FOR LEGISLATIVE SERVIC	4,000.00
07/17/2024	POOL	85807	MISC	NICOLE MYERS	ANIMAL BOND SPAY / NEUTER REFUND 08/01/2	25.00
07/17/2024	POOL	85808	3917	NYE UNIFORM CO	ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	795.49
					ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	554.49
					ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	14.50
					ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	263.44
						1,627.92
07/17/2024	POOL	85809	3917	NYE UNIFORM CO	ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	805.50
07/17/2024	POOL	85810	2088	OAKLAND COUNTY	23/24 INVERTED PO - OAKLAND COUNTY - FI	1,808.00
					23/24 INVERTED PO - OAKLAND COUNTY - FI	1,228.00
						3,036.00
07/17/2024	POOL	85811	1491	ON DUTY GEAR LLC	ITB-19/20-07 ARMOR EXPRESS VEST AND UNDE	115.00
07/17/2024	POOL	85812	0736	ORCHARD, HILTZ & MCCLIMENT	DTE REMOTE VALVE ESCROW CITY WORKS 62943	1,134.00
					SMITH RD A & B ESCROW CITY WORKS 62939	200.00
					FEDEX DISTRIBUTION ESCROW CITY WORKS 629	1,502.00
					M&M TRUCKING ESCROW CITY WORKS 62940	927.50
					SMITH BUILDING 3 ESCROW CITY WORKS 62942	200.00
					ROMULUS TRADE CENTER ESCROW CITY WORKS 6	2,633.00
					JUNE ENGINEERING	578.00
						7,174.50
07/17/2024	POOL	85813	0266	OSBORNE CONCRETE COMPANY INC.	SAND FOR BOCCE BALL COURT	95.25
					24/25 BLANKET PO FOR MISC.CONCRETE PURCH	844.00

07/17/2024

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 07/03/2024 - 07/17/2024

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
						939.25
07/17/2024	POOL	85814	1131	OUTDOOR EXPERTS, INC	FIELD CUTTING CITY PROPERTIES - MAY 20	799.82
07/17/2024	POOL	85815	3002	OVERDRIVE, INC.	EXTERNAL SERVICES	2.99
07/17/2024	POOL	85816	0984	PARKWAY SERVICES, INC.	PORTA POTTY SERVICES FOR ST. JOHN'S LODG	130.00
					PORTA POTTY SERVICES FOR ST. JOHN'S LODG	130.00
					PORTA POTTY SERVICES FOR ST. JOHN'S LODG	130.00
					PORTA POTTY SERVICES FOR ST. JOHN'S LODG	130.00
					RED SCHOOL HOUSE PORTAJOHNS 7/4/24-8/3/2	300.00
						820.00
07/17/2024	POOL	85817	2960	PHOENIX SAFETY OUTFITTERS, LLC.	ITB 18/19-20 TURNOUT GEAR RENTAL FY 24/2	1,050.00
07/17/2024	POOL	85818	3636	POWERDMS, INC	ANNUAL CLOUD BASE SOFTWARE SERVICE FOR	3,180.00
07/17/2024	POOL	85819	4231	PREMIER GROUP ASSOCIATES, LC	MONTHLY MAINTENANCE FOR GODDARD/HISTORIC	1,593.33
07/17/2024	POOL	85820	3959	PRETTY FACE CLEANING SERVICES	GROWTH WORKS CLEANING - 7/3/24	200.00
					GROWTH WORKS CLEANING - 7/11/24	200.00
					11189 SHOOK RD CLEANING- FY 24/25	150.00
						550.00
07/17/2024	POOL	85821	1952	ITTER GIS, INC.	23/24 GIS SUPPORT SERVICES FOR FD OPS -	340.00
					23/24 INVERTED- GIS SUPPORT SERVICES 7/0	3,230.00
					WEB MAP & APPLICATION DEVELOPMENT & ANNU	3,983.75
						7,553.75
07/17/2024	POOL	85822	MISC	ROBERT BINGHAM	PARK RENTAL DEPOSIT 450125	25.00
07/17/2024	POOL	85823	0681	ROMULUS COMMUNITY SCHOOLS	COME OUT AND PLAY TRIP TO STATE CAPITOL	687.30
07/17/2024	POOL	85824	0189	ROSE PEST SOLUTIONS	APPL - COMMERCIAL	74.00
07/17/2024	POOL	85825	0968	SCHOOLCRAFT COLLEGE	REIMBURSABLE TUITION FROM GRANT FUND: PA	5,437.00
07/17/2024	POOL	85826	1107	SEMCOG	2024 ANNUAL MEMBERSHIP DUES-SEMCOG	3,994.00
07/17/2024	POOL	85827	4040	STAPLES	8.5X11 COPY PAPER FOR LIBRARY	70.98
					OFFICE SUPPLIES	87.79
						158.77
07/17/2024	POOL	85828	0503	STERICYCLE, INC.	23/24 BLANKET STERICYCLE SHARPS PICK UP	22.22
07/17/2024	POOL	85829	0203	SUBURBAN CALCIUM CHLORIDE SALES	ITB 22/23-10 - 23/24 INVERTED DUST CONTR	5,040.00
07/17/2024	POOL	85830	4034	SUPERIOR MEDICAL WASTE DISPOSAL	MEDICAL WASTE DISPOSAL CONTRACT FY 24/25	180.00
					MEDICAL WASTE DISPOSAL CONTRACT FY 23/24	180.00
						360.00
07/17/2024	POOL	85831	MISC	TAMETA DENTON	FULL PARK REFUND 454728	175.00
07/17/2024	POOL	85832	4104	THE KAPLAN LAW FIRM	MIDC SERVICE HOURS JOSHUA KAPLAN	760.00
07/17/2024	POOL	85833	1739	THE LIBRARY NETWORK	ACCOUNT # ROMS #22	6,981.12
07/17/2024	POOL	85834	3780	THE NUNLEY LAW GROUP, PLLC	MIDC SERVICE HOURS ROYCE NUNLEY	1,360.00
07/17/2024	POOL	85835	3209	THOMPSON CORY M	BD BOND REFUND 15510 WOODMONT	200.00
07/17/2024	POOL	85836	3593	TOSHIBA BUSINESS SOLUTIONS	FY 23/24 MANAGED PRINT COPY CHARGES APR-	4,435.70
07/17/2024	POOL	85837	MISC	TRACY LEININGER	WCTA QUARTERLY MEETING / LUNCH	25.00
07/17/2024	POOL	85838	0007	TRINITY BANKS	PARK RENTAL DEPOSIT 447624	50.00
07/17/2024	POOL	85839	4042	TRUSTED JOURNEY	23/24 BLANKET PO FOR ANIMAL DISPOSAL	162.00
07/17/2024	POOL	85840	3446	ULINE, INC.	FOLDING SECURITY GATE H-2828, 8 X 10 X	474.36
					CREDIT	(324.00)
						150.36
07/17/2024	POOL	85841	2951	UNIQUE MANAGEMENT SERVICES, INC.	JUNE 24 PLACEMENTS	81.55
07/17/2024	POOL	85842	MISC	UNITED STATES TREASURY	FORM 720-V PAYMENT FOR 2022-2023	174.00
07/17/2024	POOL	85843	MISC	VANESSA TOLIVER	REIMBURSEMENT FOR SOC SUPPLIES	11.81
07/17/2024	POOL	85844	3368	VERIZON CONNECT FLEET USA LLC	23/24 INVERTED PO- NETWORKFLEET GSA HARD	594.24
07/17/2024	POOL	85845	0670	VERIZON WIRELESS	342127256-00001 06/02/24 - 07/01/24 ALL	3,914.80
07/17/2024	POOL	85846	0657	WAYNE COUNTY	23/24 INVERTED PO-TRAFFIC SIGNAL MAINTEN	1,598.47
07/17/2024	POOL	85847	0885	WAYNE COUNTY TREASURER	DELINQUENT PERSONAL PROPERTY DISBURSEMEN	602.21
07/17/2024	POOL	85848	1334	WESTERN WAYNE COUNTY FIRE DEPT	WESTERN WAYNE MUTUAL AID DUES JULY 2024-	6,838.24
07/17/2024	POOL	85849	3584	ZOLL MEDICAL CORPORATION	1 YEAR PREV MAINT 07/01/2024 TO 06/30/20	1,360.00

07/17/2024

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 07/03/2024 - 07/17/2024

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
07/17/2024	POOL	85850	2945	ZONES, LLC	4 POWER CORDS SPECIFIC TO THE POWER SUPP	80.00
POOL TOTALS:						
Total of 157 Checks:						1,431,735.73
Less 0 Void Checks:						0.00
Total of 157 Disbursements:						1,431,735.73

DTE	24-Apr	24-May	24-Jun
CITY HALL - 11111 Wayne	3447.24	3664.19	3976.67
COURT BUILDING - 11131 Wayne	2442.48	2596.2	2817.59
LIBRARY - 11121 Wayne	1082.46	1150.59	1248.7
New Court - 11129 Wayne	4671.98	4966	5389.48
Total for all municipal complex:	\$11,644.16	\$12,376.98	\$13,432.44



City of Romulus

Warrant

Council Meeting Held: **July 22, 2024**

Item No. B.

General Description: Approval of Warrant #: 24-14A for checks presented in the amount of \$10,550.00

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: Maria Farris, Finance Director
SUBJECT: Warrant 24-14A – Pretty Face Cleaning
DATE: July 17, 2024

On the June 24, 2024, warrant # 24-12 was presented to City Council and approved by City Council. Included in warrant 24-12 was **Check number 85533** was in the amount of **\$10,550.00** made payable to Pretty Face Cleaning Services.

It was realized after the warrant was completed that **Check# 85533 needed to be voided**, as the payment to Pretty Face Cleaning Services included funds in the amount of \$10,000.00 for a Federal Small Business Grant and \$550.00 for cleaning services at City owned buildings. In compliance with Federal Grant guidelines, *the payments needed to be separated, therefore, the check was voided.*

On July 8, 2024, warrant # 24-13 was presented to City Council and included Check #85581 in the amount of \$10,000.00 and Check #85580 \$550.00 *to replace the voided check.*

Unfortunately, it was not made clear on the print out of all checks presented to City Council on July 8, 2024 that Checks #85581 and Check #85580 were presented for disbursement purposes as a result of voiding check #85533 approved on June 24, 2024.

Subsequently, City Council approved the warrant July 8, 2024 with the removal of Check #85581 and Check #85580.

We are respectfully presenting **Warrant 24-14A** for disbursement purposes only. Payment was approved by City Council on June 24, 2024.

CITY OF ROMULUS WARRANT REGISTER SUMMARY

Council Meeting Date: July 22, 2024
Warrant Number: 24-14-A

TOTAL WARRANT REGISTER \$10,550.00

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

7/17/2024

CHECK DISBURSEMENT REPORT FOR CITY OF ROMULUS

CHECK DATE FROM 06/19/24 - 07/03/24

Fund		Amount
Total for fund 101	General Fund	\$10,400.00
Total for fund 248	Downtown Development Authority	\$150.00
TOTAL - ALL FUNDS		\$10,550.00

07/17/2024

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 06/19/2024 - 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	<u>\$200.00</u>
						\$550.00
06/21/2024	POOL	85581	3959	PRETTY FACE CLEANING SERVICES	WINDOW 3- SBA GRANT RECIPIENT	<u>\$10,000.00</u>
POOL TOTALS:						
Total of 2 Checks:						\$10,550.00
Less 0 Void Checks:						<u>\$0.00</u>
Total of 2 Disbursements:						<u>\$10,550.00</u>



CITY OF ROMULUS

RESOLUTION 24- 204

At the Regular Meeting of the Romulus City Council of Romulus, Michigan, held on Monday, July 8, 2024, the following resolution was offered by Councilwoman **Kathy Abdo**, and seconded by Councilwoman **Tina Talley**

to approve Warrant #24-13 for checks presented in the amended amount of \$2,058,502.09. (Minus check #85580 in the amount of \$550.00 and check #85581 in the amount of \$10,000.)

Roll Call Vote:

Ayes – Abdo, Roscoe, Talley, Wadsworth, Williams, Wilson

Nays – None

Absent - Barden

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan, certify the foregoing to be a true copy of a resolution duly adopted by the Romulus City Council at a Regular Meeting held on the 8th day of July 2024.

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



City of Romulus

Communication

Council Meeting Held:
Item No. 12

July 22, 2024

Councilperson Abdo: _____

Councilperson Barden: _____

Councilperson Roscoe: _____

Councilperson Talley: _____

Councilperson Wadsworth: _____

Councilperson Williams: _____

Councilperson Wilson: _____



City of Romulus

Adjournment

Council Meeting Held:

July 22, 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