



**CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
January 27, 2025
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, January 13, 2025, at 7:30 p.m.
- B. Approval of the Minutes from the Special Meeting - Study Session held on Monday, January 13, 2025, at 6 p.m. to discuss the proposed amendment for storage of recreational vehicles, commercial vehicles, and automobiles in residential districts; and the Special Meeting - Executive Session held on Monday, January 13, 2025, at 6:45 p.m. to discuss an attorney opinion.

3. Petitioner

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

- A. Resolution of Appointment to Fill Current Council Vacancy
- B. Approval of the Chairperson's Report

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

- A. Resolution for Acceptance of the Creekside & Legacy Road Systems - Act 51 Funding
- B. Re-appointments to the Construction Board of Appeals
- C. Lease Agreement between City of Romulus and Detroit Metro Airport Center LLC - First Amendment
- D. Intergovernmental Agreement with Wayne County - 2024 Justice Assistance Grant
- E. State Earmark Grant Award - Swan Lake Drive (Gateway Sub)
- F. Request for Moratorium Resolution - Diesel and Gas Filling Stations
- G. Introduction of Budget Amendment 24/25-13

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

- A. Second Reading and Final Adoption Budget Amendment 24/25-11
- B. Second Reading and Final Adoption of Budget Amendment 24/25-12
- C. First Reading and Introduction to Chapter 36, Article III, adding Section 36-35 to the Romulus Code of Ordinances.
- D. First Reading and Introduction of TA-2024-002; a proposed text amendment to Section 3.06 of the Romulus Zoning Ordinance.
- E. First Reading and Introduction of amendments to Chapter 6, Article III, Section 6-92 of the Romulus Code of Ordinances.
- F. Resolution to declare the adoption of amendment to the Leash Law as an Emergency Ordinance pursuant to Section 7.3(b) of the City of Romulus Charter.

G. Partial Street Vacation of Lorman Ave. (Osberg Airport Estates Subdivision)

H. Study Session Request for Monday, February 10, 2025, at 6:30 p.m.

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 #: 25-2 for checks presented in the amount of \$1,338,075.49

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: **January 27, 2025**

Item No. A.

General Description: Approval of Agenda

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Minutes

Council Meeting Held: **January 27, 2025**

Item No. A.

General Description: Approval of Minutes from the Regular Meeting held on Monday, January 13, 2025, at 7:30 p.m.

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MINUTES OF THE REGULAR ROMULUS CITY COUNCIL MEETING
January 13, 2025

Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174
Councilwoman Tina Talley called the meeting to order at 7:30 p.m.

Pledge of Allegiance

Roll Call

Present: Kathy Abdo, Harry Crout, Celeste Roscoe, Tina Talley, William Wadsworth
Absent / Excused: John Barden

Administrative Officials in Attendance:

Robert McCraight, Mayor
Ellen L. Craig-Bragg, Clerk

Administrative Staff in Attendance:

Julie Wojtylko - Chief of Staff; Stephen Hitchcock - City Attorney

1. Agenda

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

Roll Call Vote: Ayes - Abdo, Crout, Roscoe, Talley, Wadsworth

Nays - None

Motion Carried Unanimously

2. Minutes

- A. Res. #25-001** Moved by **William Wadsworth**, seconded by **Kathy Abdo** to approve the Minutes from the Regular Meeting held on Monday, December 23, 2024, at 7:30 p.m.

Roll Call Vote: Ayes - Abdo, Crout, Roscoe, Talley, Wadsworth

Nays - None

Motion Carried Unanimously

- B. Res. #25-002** Moved by **William Wadsworth**, seconded by **Kathy Abdo** to approve the Minutes from the Special Meeting - Public Hearing held on Monday, December 23, 2024, at 6:45 p.m. to hear comments or objections to establishing a commercial redevelopment district and the Special Meeting - Study Session held on Tuesday, January 7, 2025, at 6:30 p.m. to discuss the filling of a vacancy on City Council.

Roll Call Vote: Ayes - Abdo, Crout, Roscoe, Talley, Wadsworth

Nays - None

Motion Carried Unanimously

3. Petitioner – None

4. Chairperson's Report, Tina Talley, Councilwoman

Res. #25-003 Moved by **Kathy Abdo**, seconded by **Harry Crout** to adopt a memorial resolution for the family of Richard Pastula.

Roll Call Vote: Ayes - Abdo, Crout, Roscoe, Talley, Wadsworth

Nays - None

Motion Carried Unanimously

Res. #25-004 Moved by **William Wadsworth**, seconded by **Kathy Abdo** to adopt a memorial resolution for the family of Dave Rakotz.

Roll Call Vote: Ayes - Abdo, Crout, Roscoe, Talley, Wadsworth

Nays - None

Motion Carried Unanimously

- A. **Res. #25-005** Moved by **Celeste Roscoe**, seconded by **William Wadsworth** to adopt the Resolution to establish procedure to fill current Council vacancy.

Roll Call Vote: Ayes - Abdo, Crout, Roscoe, Talley, Wadsworth

Nays - None

Motion Carried Unanimously

Res. #25-006 Moved by **Celeste Roscoe**, seconded by **Harry Crout** to adopt a resolution in recognition of Jesko Auto Repair's 55 years in business.

Roll Call Vote: Ayes - Abdo, Crout, Roscoe, Talley, Wadsworth

Nays - None

Motion Carried Unanimously

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

Roll Call Vote: Ayes - Abdo, Crout, Roscoe, Talley, Wadsworth

Nays - None

Motion Carried Unanimously

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

- A. **Res. #25-007** Moved by **Celeste Roscoe**, seconded by **Harry Crout** to concur with the Administration and approve the reappointments of Cathy Freitag and Emery Long to the Planning Commission for three (3) year terms that will expire on January 31, 2028.

Roll Call Vote: Ayes - Abdo, Crout, Roscoe, Talley, Wadsworth

Nays - None

Motion Carried Unanimously

- B. **Res. #25-008** Moved by **Celeste Roscoe**, seconded by **William Wadsworth** to concur with the Administration and authorize the Mayor and Clerk to enter into the Amended Michigan Mutual Aid Box Alarm System Association Agreement (MABAS) which is a reciprocal agreement used for deploying mutual aid resources amongst communities.

Roll Call Vote: Ayes - Abdo, Crout, Roscoe, Talley, Wadsworth

Nays - None

Motion Carried Unanimously

Res. #25-009 Moved by **Celeste Roscoe**, seconded by **William Wadsworth** to concur with the Administration and authorize the City's Fire Chief as designated representative for the Michigan Mutual Aid Box Alarm System (MABAS) group.

Roll Call Vote: Ayes - Abdo, Crout, Roscoe, Talley, Wadsworth

Nays - None

Motion Carried Unanimously

- C. **Res. #25-010** Moved by **William Wadsworth**, seconded by **Harry Crout** to concur with the Administration and introduce Budget Amendment 24/25-11 to recognize expenses for the installation of street lighting along Wick Road and Vining.

<u>FUND/DEPT. ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT BUDGET</u>	<u>AMENDMENT</u>	<u>AMENDED BUDGET</u>
247-728 TIFA				
<u>Expense</u> 247-728-980.000	Project Costs	\$-	\$473,773.00	\$473,773.00
<u>Revenue</u> 247-728-390.000	Fund Balance	\$-	\$13,791,354.00	\$13,317,580.00

Roll Call Vote: Ayes - Abdo, Crout, Roscoe, Talley, Wadsworth
Nays - None

Motion Carried Unanimously

- D. **Res. #25-011** Moved by **Celeste Roscoe**, seconded by **William Wadsworth** to concur with the Administration and introduce Budget Amendment 24/25-12 to cover costs associated with a cable studio camera package and an equipment maintenance contract for existing audio/visual equipment in the council chambers.

<u>FUND/DEPT. ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT BUDGET</u>	<u>AMENDMENT</u>	<u>AMENDED BUDGET</u>
211-000 Cable				
<u>Expense</u> 211-000-930.000	Repair & Maintenance	\$3,000.000	\$5,500.00	\$8,500.00
211-000-971.000	Capital Outlay	\$8,759.00	\$9,500.00	\$18,259.00
<u>Fund Balance</u> 211-000-376.000	Fund Balance/PEG Fees	\$1,265,442.00	\$15,000.00	\$1,250,442.00

Roll Call Vote: Ayes - Abdo, Crout, Roscoe, Talley, Wadsworth
Nays - None

Motion Carried Unanimously

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

- A. **Res. #25-012** Moved by **William Wadsworth**, seconded by **Harry Crout** to approve the Public Hearing Request for Monday, February 10, 2025, at 7:00 p.m. to hear comments or objections to the vacation of the north-south alley between Farnum Ave. and Middlebelt Road

Roll Call Vote: Ayes - Abdo, Crout, Roscoe, Talley, Wadsworth
Nays - None

Motion Carried Unanimously

7. Treasurer's Report – Stacy Paige, Treasurer

8. Public Comment

A resident addressed the City Council to comment on the council vacancy procedure.
A resident addressed the City Council to comment on the passing of Councilwoman Virginia Williams and encourage the community to get involved in government.
A representative from Commission Allen Wilson's office introduced himself to the Council.
A resident addressed the City Council to get an update on establishing a leash law for the City.

9. Unfinished Business

Mayor McCraight responded to public comment remarks.

10. New Business – None

11. Warrant

- A. Res. #25-013** Moved by **Kathy Abdo**, seconded by **Harry Crout** to approve Warrant #: 25-01 for checks presented in the amount of \$2,055,969.82.

Roll Call Vote: Ayes - Abdo, Crout, Roscoe, Talley, Wadsworth

Nays - None

Motion Carried Unanimously

12. Communication

Councilwoman Abdo announced the cancellation of Forgotten Harvest due to the weather.

13. Adjournment

Moved by **William Wadsworth**, seconded by **Celeste Roscoe** to adjourn the meeting at 8:20 p.m.

Roll Call Vote: Ayes - Abdo, Crout, Roscoe, Talley, Wadsworth

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 January 13, 2025.



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



City of Romulus

Minutes

Council Meeting Held: **January 27, 2025**

Item No. B.

General Description: Approval of the Minutes from the Special Meeting - Study Session held on Monday, January 13, 2025, at 6 p.m. to discuss the proposed amendment for storage of recreational vehicles, commercial vehicles, and automobiles in residential districts; and the Special Meeting - Executive Session held on Monday, January 13, 2025, at 6:45 p.m. to discuss an attorney opinion.

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MINUTES OF THE ROMULUS CITY COUNCIL SPECIAL MEETING – STUDY SESSION

January 13, 2025

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

Councilwoman Tina Talley called the meeting to order at 6:00 p.m.

1. **Roll Call**

Present: Kathy Abdo, Harry Crout, Celeste Roscoe, Tina Talley, William Wadsworth

Absent / Excused: John Barden

Administrative Officials in Attendance:

Robert McCraight, Mayor

Ellen L. Craig-Bragg, Clerk

Administrative Staff in Attendance:

D'Sjonaun Hockenhull - Deputy Clerk; Julie Wojtylko - Chief of Staff; Stephen Hitchcock - City Attorney;

Jeff Kemp - Director of Building & Planning; Carol Maise - City Planner

2. Moved by **William Wadsworth**, seconded by **Celeste Roscoe** to accept Special Meeting - Study Session Agenda as presented.

Roll Call Vote: Ayes - Abdo, Crout, Roscoe, Talley, Wadsworth

Nays - None

Motion Carried Unanimously

3. **Discussion: Zoning Text Amendment - Section 3.06 Parking and Storage of Recreational Vehicles, Commercial Vehicles, and Automobiles in Residential Districts**

City Attorney Stephen Hitchcock led the discussion and gave an overview of the purpose of the study session. He reviewed the amendment which included clean-up language to the ordinance in addition to, addressing issues originating from residents on Dexter St. Director Kemp further explained the function of the amendment.

4. **Public Comment - None**

5. Moved by **Celeste Roscoe**, seconded by **Kathy Abdo** to adjourn the Special Meeting at 6:13 p.m.

Roll Call Vote: Ayes - Abdo, Crout, Roscoe, Talley, Wadsworth

Nays - None

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the Special Meeting – Study Session of the Romulus City Council held on January 13, 2025.

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

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



MINUTES OF THE ROMULUS CITY COUNCIL SPECIAL MEETING – EXECUTIVE SESSION

January 13, 2025

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

Councilwoman Tina Talley called the meeting to order at 6:45 p.m.

1. Roll Call

Present: Kathy Abdo, Harry Crout, Celeste Roscoe, Tina Talley, William Wadsworth

Absent / Excused: John Barden

Administrative Officials in Attendance:

Robert McCraight, Mayor

Ellen L. Craig-Bragg, Clerk

Administrative Staff in Attendance:

D'Sjonaun Hockenhull - Deputy Clerk; Julie Wojtylko - Chief of Staff; Stephen Hitchcock - City Attorney;

David Greco - Prosecuting Attorney

2. Moved by **Kathy Abdo**, seconded by **Celeste Roscoe** to accept the Special Meeting - Executive Session Agenda as presented.

Roll Call Vote: Ayes - Abdo, Crout, Roscoe, Talley, Wadsworth

Nays - None

Motion Carried Unanimously

3. Moved by **Celeste Roscoe**, seconded by **Kathy Abdo** to convene into Closed Session to discuss an attorney opinion.

Roll Call Vote: Ayes - Abdo, Crout, Roscoe, Talley, Wadsworth

Nays - None

Motion Carried Unanimously

4. Discussion: Attorney Opinion

NO BUSINESS WAS CONDUCTED DURING CLOSED SESSION.

5. Clerk's review closed session minutes, City Clerk

6. Convened into Open Session by unanimous vote.

7. Public Comment - None

8. Moved by **William Wadsworth**, seconded by **Kathy Abdo** to adjourn the Special Meeting at 7:11 p.m.

Roll Call Vote: Ayes - Abdo, Crout, Roscoe, Talley, Wadsworth

Nays - None

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the Special Meeting – Executive Session of the Romulus City Council held on January 13, 2025.

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:

January 27, 2025

Item No. 3

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Crout Roscoe Talley Wadsworth

Seconded by: Abdo Barden Crout Roscoe Talley Wadsworth

Ayes: All Abdo Barden Crout Roscoe Talley Wadsworth

Nays: All Abdo Barden Crout Roscoe Talley Wadsworth

Abstain: All Abdo Barden Crout Roscoe Talley Wadsworth

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

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

Council Meeting Held: **January 27, 2025**

Item No. A.

General Description: Resolution of Appointment to Fill Current Council Vacancy

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

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

Council Meeting Held: **January 27, 2025**

Item No. B.

General Description: Approval of the Chairperson's Report

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **January 27, 2025**

Item No. A.

General Description: Resolution for Acceptance of the Creekside & Legacy Road Systems - Act 51 Funding

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Resolution for the Acceptance of the Creekside & Legacy Road Systems - & Act 51 Funding
DATE: January 22, 2025

I concur with the recommendation of Roberto Scappaticci, Director of Public Works and Steve Hitchcock, City Attorney and respectfully request Council adopt the attached resolution to incorporate the street system in the Creekside Subdivision (north of Pennsylvania Rd.) and Legacy Subdivision (east of Hannan Rd.) into local road network. Upon this action, the street systems would become public, and the City would collect Act 51 revenue from the State of Michigan, and the City could legally begin snow plowing as required.

Motion by _____, supported by _____, to concur with the administration and adopt the attached resolution to incorporate the street system in the Creekside Subdivision (north of Pennsylvania Rd.) and Legacy Subdivision (east of Hannan Rd.) into local road network. Upon this action, the street systems would become public, and the City would collect Act 51 revenue from the State of Michigan, and the City could legally begin snow plowing as required.

Interoffice Memorandum

TO: Mayor Robert A. McCraight

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

CC: Don Straub, Assistant Director of Department of Public Works

DATE: January 10th, 2025

SUBJECT: Resolution for the Acceptance of the Creekside & Legacy Road Systems – & Act 51 Funding

Dear Mayor,

At this time, the DPW is recommending that the City Council adopt, approve and allow signature for the following resolution to incorporate the street systems located in the Creekside Subdivision (north of Pennsylvania Rd.) and Legacy Subdivision (east of Hannan Rd.) into local road network. Upon this action, the street systems would become public, and the City would collect Act 51 revenue from the State of Michigan, and the City could legally begin snow plowing as required.

The street systems contain roughly a mile and three quarters of pavement. The attached resolution has been drafted by Steve Hitchcock, at this time we are recommending to present this to City Council for approval of signature.

Sincerely,



Roberto J. Scappaticci, Director of Public Works

s:\public works\administrative\admin documents\roads\legacy_creekside row\memo to council legacy-creekside.docx

**RESOLUTION FOR ACCEPTANCE OF STREETS AND STREET CERTIFICATION
OF THE ROMULUS CITY COUNCIL**

RESOLUTION 25-

MOTION BY: _____

SUPPORTED BY: _____

At a regular meeting of the City Council of the City of Romulus, Michigan, held at the City Hall on January 27, 2025.

WHEREAS, the roads for the Creekside Subdivision and Legacy Subdivision have been completed and subdivisions plats provided for dedication of the streets as public streets;

WHEREAS, the City of Romulus desires to accept dedication of the streets to the City as public streets, and acquire title to the below listed streets by this Resolution; and

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW THEREFORE IT IS RESOLVED:

1. The following streets in Creekside subdivision are legally described as:

- a. CENTERLINE OF MARY GRACE LANE (60 FT. WIDE)

A centerline of road being situated in the SE 1/4 of Section 35, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as follows:

Commencing at the S 1/4 corner of said Section 35; thence N 00°14'21" W 529.40 feet along the N-S line 1/4 of said Section 35; thence N 89°59'12" E 165.00 feet along the North right of way line of Brandt Road to the Point of Beginning; thence N 00°14'21" W 1025.02 feet along the centerline of Mary Grace Lane Drive to the Point of Ending.

- b. CENTERLINE OF BECKY LANE (60 FT. WIDE)

A centerline of road being situated in the SE 1/4 of Section 35, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as follows:

Commencing at the S 1/4 corner of said Section 35; thence N 00°14'21" W 529.40 feet along the N-S line 1/4 of said Section 35; thence N 89°59'12" E 165.00 feet along the North right of way line of Brandt Road; thence N 00°14'21" W 1025.02 feet along the

centerline of Mary Grace Lane Drive to the Point of Beginning; thence N 89°59'12" E 328.63 feet along the centerline of Becky Lane to the Point of Ending.

c. CENTERLINE OF JESSICA LANE (60 FT. WIDE)

A centerline of road being situated in the SE 1/4 of Section 35, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as follows:

Commencing at the S 1/4 corner of said Section 35; thence N 00°14'21" W 529.40 feet along the N-S line 1/4 of said Section 35; thence N 89°59'12" E 493.63 feet along the North right of way line of Brandt Road to the Point of Beginning; thence N 00°14'21" W 1025.02 feet along the centerline of Jessica Lane Drive to the Point of Ending.

d. CENTERLINE OF KIM LANE (60 FT. WIDE)

(East of Brandt Road)

A centerline of road being situated in the SE 1/4 of Section 35, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as follows:

Commencing at the S 1/4 corner of said Section 35; thence N 00°14'21" W 499.39 feet along the N-S line 1/4 of said Section 35; thence N 89°59'12" E 426.09 feet the Point of Beginning; thence N 89°59'12" E 237.97 feet along the centerline of Kim Lane to the Point of Ending.

e. CENTERLINE OF KIM LANE (60 FT. WIDE)

(West of Brandt Road)

A centerline of road being situated in the SE 1/4 of Section 35, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as follows:

Commencing at the S 1/4 corner of said Section 35; thence N 00°14'21" W 294.00 feet along the N-S line 1/4 of said Section 35; thence S 89°59'55" W 440.54 feet; thence N 0016'46" W 179.29 feet the Point of Beginning; thence N 89°59'12" E 240.12 feet along the centerline of Kim Lane to the Point of Ending.

Are hereby accepted for dedication and under the control of the City of Romulus

f. The following streets in Legacy Subdivision legally described as:

a. CENTERLINE OF SUMMIT DRIVE (60 FT. WIDE)

A centerline of road being situated in the SW 1/4 of Section 7, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as follows:

Commencing at the S 1/4 corner of said Section 7; thence N 00°30'23" W 761.96 feet along the N-S 1/4 line of said Section 7; thence S 89°24'27" W 60.00 feet to the Point of

Beginning; thence S 89°24'27" W 1223.27 feet along the centerline of Summit Drive to the Point of Ending.

b. CENTERLINE OF ELBERT DRIVE (60 FT. WIDE)

A centerline of road being situated in the SW 1/4 of Section 7 and the NW 1/4 of Section 18, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as follows:

Commencing at the S 1/4 corner of said Section 7; thence N 00°30'23" W 731.96 feet along the N-S 1/4 line of said Section 7; thence S 89°24'27" W 1132.50 feet along the South right of way line of Summit Drive to the Point of Beginning; thence S 00°42'50" E 1447.70 feet and S 77°45'30" E 188.16 feet along the centerline of Elbert Drive to the Point of Ending.

c. CENTERLINE OF HERITAGE DRIVE (60 FT. WIDE)

A centerline of road being situated in the SW 1/4 of Section 7 and the NW 1/4 of Section 18, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as follows:

Commencing at the S 1/4 corner of said Section 7; thence N 00°30'23" W 731.96 feet along the N-S 1/4 line of said Section 7; thence S 89°24'27" W 792.75 feet along the South right of way line of Summit Drive to the Point of Beginning; thence S 00°35'33" E 1128.63 feet along the centerline of Heritage Drive to the Point of Ending.

d. CENTERLINE OF CAMILLE DRIVE (60 FT. WIDE)

A centerline of road being situated in the SW 1/4 of Section 7, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as follows:

Commencing at the S 1/4 corner of said Section 7; thence N 00°30'23" W 731.96 feet along the N-S 1/4 line of said Section 7; thence S 89°24'27" W 476.54 feet along the South right of way line of Summit Drive to the Point of Beginning; thence S 00°35'33" E 595.87 feet along the centerline of Camille Drive to the Point of Ending.

e. CENTERLINE OF CHARLOTTE DRIVE (60 FT. WIDE)

A centerline of road being situated in the NW 1/4 of Section 18, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as follows:

Commencing at the S 1/4 corner of Section 7, Town 3 South, Range 9 East, City of Romulus; thence N 00°30'23" W 731.96 feet along the N-S 1/4 line of said Section 7; thence S 89°24'27" W 792.75 feet along the South right of way line of Summit Drive; thence S 00°35'33" E 1128.63 feet along the centerline of Heritage Drive to the Point of Beginning; thence S 89°17'10" W 307.37 feet along the centerline of Charlotte Drive to the Point of Ending.

f. CENTERLINE OF LEGACY DRIVE (100 FT. WIDE)

A centerline of road being situated in the NW 1/4 of Section 18, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as follows:

Commencing at the S 1/4 corner of said Section 7, Town 3 South, Range 9 East, City of Romulus; thence N 00°30'23" W 731.96 feet along the N-S 1/4 line of said Section 7; thence S 89°24'27" W 1132.50 feet along the South right of way line of Summit Drive; thence S 00°42'50" E 1447.70 feet and S 77°45'30" E 188.16 feet along the centerline of Elbert Drive to the Point Beginning; thence S 12°14'30" W 155.17 feet along the centerline of Legacy Drive to the Point of Ending.

are hereby accepted for dedication and under the control of the City of Romulus.

- g. The above streets in Creekside Subdivision and Legacy Subdivision are public streets located within the right of way of the City of Romulus.

Adopted: January 27, 2025

Roll Call Vote: Ayes: _____

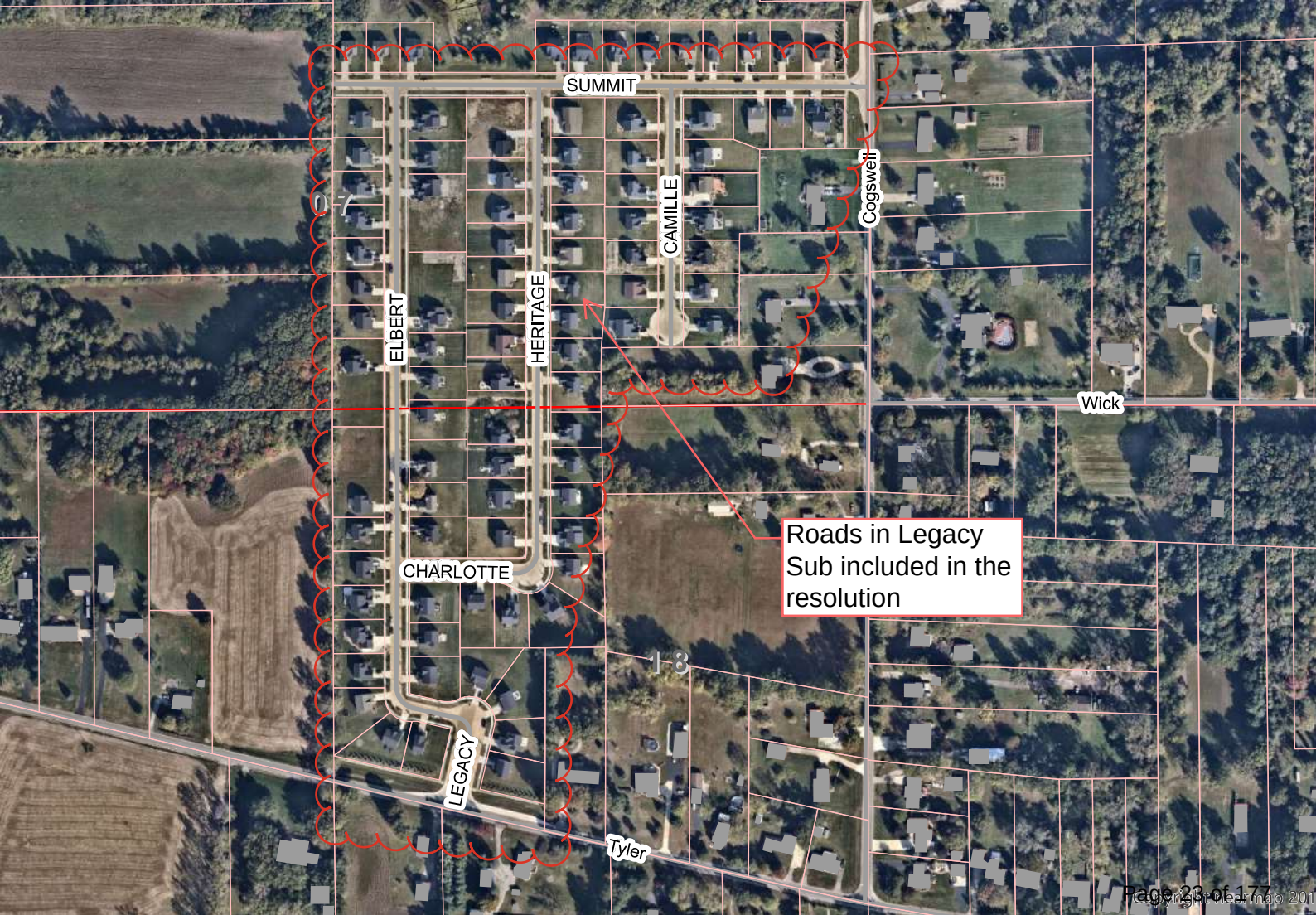
Nays: _____

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 January 27, 2025.

Ellen Craig-Bragg
City Clerk



Roads In
Creekside Sub
Included in
resolution



Roads in Legacy
Sub included in the
resolution

CENTERLINE OF BECKY LANE (60 FT. WIDE)

A centerline of road being situated in the SE 1/4 of Section 35, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as follows:

Commencing at the S 1/4 corner of said Section 35; thence N 00°14'21" W 529.40 feet along the N-S line 1/4 of said Section 35; thence N 89°59'12" E 165.00 feet along the North right of way line of Brandt Road; thence N 00°14'21" W 1025.02 feet along the centerline of Mary Grace Lane Drive to the Point of Beginning; thence N 89°59'12" E 328.63 feet along the centerline of Becky Lane to the Point of Ending.

CENTERLINE OF CAMILLE DRIVE (60 FT. WIDE)

A centerline of road being situated in the SW 1/4 of Section 7, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as follows:

Commencing at the S 1/4 corner of said Section 7; thence N 00°30'23" W 731.96 feet along the N-S 1/4 line of said Section 7; thence S 89°24'27" W 476.54 feet along the South right of way line of Summit Drive to the Point of Beginning; thence S 00°35'33" E 595.87 feet along the centerline of Camille Drive to the Point of Ending.

CENTERLINE OF CHARLOTTE DRIVE (60 FT. WIDE)

A centerline of road being situated in the NW 1/4 of Section 18, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as follows:

Commencing at the S 1/4 corner of Section 7, Town 3 South, Range 9 East, City of Romulus; thence N 00°30'23" W 731.96 feet along the N-S 1/4 line of said Section 7; thence S 89°24'27" W 792.75 feet along the South right of way line of Summit Drive; thence S 00°35'33" E 1128.63 feet along the centerline of Heritage Drive to the Point of Beginning; thence S 89°17'10" W 307.37 feet along the centerline of Charlotte Drive to the Point of Ending.

CENTERLINE OF ELBERT DRIVE (60 FT. WIDE)

A centerline of road being situated in the SW 1/4 of Section 7 and the NW 1/4 of Section 18, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as follows:

Commencing at the S 1/4 corner of said Section 7; thence N 00°30'23" W 731.96 feet along the N-S 1/4 line of said Section 7; thence S 89°24'27" W 1132.50 feet along the South right of way line of Summit Drive to the Point of Beginning; thence S 00°42'50" E 1447.70 feet and S 77°45'30" E 188.16 feet along the centerline of Elbert Drive to the Point of Ending.

CENTERLINE OF HERITAGEE DRIVE (60 FT. WIDE)

A centerline of road being situated in the SW 1/4 of Section 7 and the NW 1/4 of Section 18, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as follows:

Commencing at the S 1/4 corner of said Section 7; thence N 00°30'23" W 731.96 feet along the N-S 1/4 line of said Section 7; thence S 89°24'27" W 792.75 feet along the South right of way line of Summit Drive to the Point of Beginning; thence S 00°35'33" E 1128.63 feet along the centerline of Heritage Drive to the Point of Ending.

CENTERLINE OF JESSICA LANE (60 FT. WIDE)

A centerline of road being situated in the SE 1/4 of Section 35, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as follows:

Commencing at the S 1/4 corner of said Section 35; thence N 00°14'21" W 529.40 feet along the N-S line 1/4 of said Section 35; thence N 89°59'12" E 493.63 feet along the North right of way line of Brandt Road to the Point of Beginning; thence N 00°14'21" W 1025.02 feet along the centerline of Jessica Lane Drive to the Point of Ending.

CENTERLINE OF KIM LANE (60 FT. WIDE)
(East of Brandt Road)

A centerline of road being situated in the SE 1/4 of Section 35, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as follows:

Commencing at the S 1/4 corner of said Section 35; thence N 00°14'21" W 499.39 feet along the N-S line 1/4 of said Section 35; thence N 89°59'12" E 426.09 feet the Point of Beginning; thence N 89°59'12" E 237.97 feet along the centerline of Kim Lane to the Point of Ending.

CENTERLINE OF KIM LANE (60 FT. WIDE)
(West of Brandt Road)

A centerline of road being situated in the SE 1/4 of Section 35, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as follows:

Commencing at the S 1/4 corner of said Section 35; thence N 00°14'21" W 294.00 feet along the N-S line 1/4 of said Section 35; thence S 89°59'55" W 440.54 feet; thence N 00°16'46" W 179.29 feet the Point of Beginning; thence N 89°59'12" E 240.12 feet along the centerline of Kim Lane to the Point of Ending.

CENTERLINE OF LEGACY DRIVE (100 FT. WIDE)

A centerline of road being situated in the NW 1/4 of Section 18, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as follows:

Commencing at the S 1/4 corner of said Section 7, Town 3 South, Range 9 East, City of Romulus; thence N 00°30'23" W 731.96 feet along the N-S 1/4 line of said Section 7; thence S 89°24'27" W 1132.50 feet along the South right of way line of Summit Drive; thence S 00°42'50" E 1447.70 feet and S 77°45'30" E 188.16 feet along the centerline of Elbert Drive to the Point Beginning; thence S 12°14'30" W 155.17 feet along the centerline of Legacy Drive to the Point of Ending.

CENTERLINE OF MARY GRACE LANE (60 FT. WIDE)

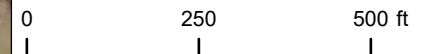
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Commencing at the S 1/4 corner of said Section 35; thence N 00°14'21" W 529.40 feet along the N-S line 1/4 of said Section 35; thence N 89°59'12" E 165.00 feet along the North right of way line of Brandt Road to the Point of Beginning; thence N 00°14'21" W 1025.02 feet along the centerline of Mary Grace Lane Drive to the Point of Ending.

CENTERLINE OF SUMMIT DRIVE (60 FT. WIDE)

A centerline of road being situated in the SW 1/4 of Section 7, Town 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as follows:

Commencing at the S 1/4 corner of said Section 7; thence N 00°30'23" W 761.96 feet along the N-S 1/4 line of said Section 7; thence S 89°24'27" W 60.00 feet to the Point of Beginning; thence S 89°24'27" W 1223.27 feet along the centerline of Summit Drive to the Point of Ending.



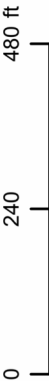
Source: Data provided by OHM Advisors and other entities depending on the community/subject matter. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

Map Published: January 9, 2025



OHM



Source: Data provided by OHM Advisors and other entities depending on the community/subject matter. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere
Map Published: January 9, 2025





City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **January 27, 2025**

Item No. B.

General Description: Re-appointments to the Construction Board of Appeals

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Re-appointments to the Construction Board of Appeals
DATE: January 22, 2025

I am respectfully requesting City Council's concurrence for the reappointment of Phillip Franklin, Frederick Hay, Sheldon Chandler, and Richard Rutherford to the Construction Board of Appeals with two (2) year terms to expire on February 1, 2027.

Motion by _____ supported by _____,
to approve the reappointment of Phillip Franklin, Frederick Hay, Sheldon
Chandler, and Richard Rutherford to the Construction Board of Appeals with
two (2) year terms to expire on February 1, 2027.

**BUILDING DEPARTMENT
INTER-OFFICE MEMORANDUM**

DATE: January 21, 2025

TO: Ellen Craig-Bragg, City Clerk

FROM: Jeff Kemp Jr, Building & Planning Director JK

SUBJECT: Construction Board of Appeals (CBOA) Re-appointments

Please be advised that the current terms of Phillip Franklin, Frederick Hay, Sheldon Chandler and Richard Rutherford, as members of the Construction Board of Appeals, will expire on February 1, 2025. I am recommending that Mr. Franklin, Mr. Hay, Mr. Chandler and Mr. Rutherford be re-appointed as a member of the Construction Board of Appeals. The duration of the appointments are for two (2) years which will expire February 1, 2027.

I have attached their emailed requests to remain a member on the board. Please forward this to City Council so they may act on the appointments for review and approval.

bs

cc: Mayor McCraight
Julie Wojtylko, Chief of Staff

Stanley, Bambie

From: ✖ Sheldon Chandler <sheldonchndlr@aol.com>
Sent: Monday, December 09, 2024 11:17 AM
To: Stanley, Bambie
Subject: Re: Construction Board of Appeals Reappointment

Hello Bambie,

Sorry about the delay with this response, I need to check my emails more often. I would like another term on the Construction Board of Appeals effective 02/01/2025, Sheldon Chandler

On Friday, December 6, 2024 at 11:33:54 AM EST, Stanley, Bambie <bstanley@romulusgov.com> wrote:

Your term on the Construction Board of Appeals expires on 2/1/2025. If you wish to continue to serve, please respond to this email and I will forward to the City Clerk's office for processing. Thank you for your service to our community.

Have A Great Day!!

Bambie Stanley

Senior Secretary - ICC Permit Tech

Department of Building & Safety

City of Romulus

12600 Wayne Road

Romulus MI 48174

Bldg Dept: 734-942-7550

Stanley, Bambi

From: ~~★~~PHILLIP FRANKLIN <pfranklin_22@comcast.net>
Sent: Saturday, December 07, 2024 11:31 PM
To: Stanley, Bambi
Subject: Re: Construction Board of Appeals Reappointment

Hello Bambi's Stanley,

I (Phillip T. Franklin) wish to continue to serve on the Construction Board of Appeals.

Thank you

On 12/06/2024 11:33 AM EST Stanley, Bambi <bstanley@romulusgov.com> wrote:

Your term on the Construction Board of Appeals expires on 2/1/2025. If you wish to continue to serve, please respond to this email and I will forward to the City Clerk's office for processing. Thank you for your service to our community.

Have A Great Day!!

Bambi Stanley

Senior Secretary - ICC Permit Tech

Department of Building & Safety

City of Romulus

12600 Wayne Road

Romulus MI 48174

Bldg Dept: 734-942-7550

Texting with (734) 516-4308 (SMS/MMS)

* Mr. Frederick Hay

Hello Mr Hay, this is Bambie with the Romulus Bldg Dept, I'm texting from our city cellphone. I'm not sure what's going on with the email. I still have not received your email. If you could reply to this message stating that you would like to remain on the Construction Board of Appeals, I will then forward your email onto the Mayors office for processing

Yes.

I would be happy to serve.

Thank you Mr Hay

2:57 PM SMS

Stanley, Bambi

From: ✕ Rick Rutherford <building@belleville.mi.us>
Sent: Tuesday, January 21, 2025 10:25 AM
To: Stanley, Bambi
Subject: RE: Construction Board of Appeals Committee

Good morning, I would like to continue to serve on the construction board of appeals. Rick Rutherford

From: Stanley, Bambi <bstanley@romulusgov.com>
Sent: Thursday, January 16, 2025 10:58 AM
To: Rick Rutherford <building@belleville.mi.us>
Cc: Kemp, Jeff <jkemp@romulusgov.com>
Subject: RE: Construction Board of Appeals Committee

CAUTION: This email originated from outside the City of Belleville. Maintain caution when opening external links/attachments

Hello Rick,

Can you please reply stating you would like to remain on the Construction Board of Appeals. Your previous email reply to me was blank. If you have any questions please let me know.

Have A Great Day!!

Bambi Stanley

Senior Secretary - ICC Permit Tech
Department of Building & Safety
City of Romulus
12600 Wayne Road
Romulus MI 48174
Bldg Dept: 734-942-7550



From: Rick Rutherford [mailto:building@belleville.mi.us]
Sent: Wednesday, December 11, 2024 10:12 AM
To: Stanley, Bambi <bstanley@romulusgov.com>
Subject: RE: Construction Board of Appeals Committee



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **January 27, 2025**

Item No. C.

General Description: Lease Agreement between City of Romulus and Detroit Metro Airport Center LLC - First Amendment

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Lease Agreement between City of Romulus and Detroit Metro
Airport Center LLC – First Amendment
DATE: January 23, 2025

I concur with the recommendation of Ellen Craig-Bragg, City Clerk, and legal counsel, and respectfully request that Council authorize the Mayor and Clerk to enter into the First Amendment to the Lease Agreement between the Detroit Metro Airport Center, LLC and the City of Romulus, for the purpose of storing city and police records.

Motion by _____, supported by _____, to concur with administration and grant authorization for the Mayor and Clerk to enter into the First Amendment to the Lease Agreement between the Detroit Metro Airport Center, LLC and the City of Romulus, for the purpose of storing city and police records.

MEMORANDUM

To: Robert McCraight, Mayor

From: Ellen Craig-Bragg, City Clerk

Cc: D'Sjonaun Hockenhull, Deputy City Clerk
Stephen Hitchcock, City Attorney

Date: January 22, 2025

Re: First Amendment – Lease w/ Detroit Metro Airport Center, LLC

At the December 23, 2024, Regular Council Meeting, the Council unanimously approved a 5 year lease with Detroit Metro Airport Center, LLC for the use of a 3,125 square foot space to house city and police records.

The Detroit Metro Airport Center LLC has submitted an amendment to the lease that removes language regarding the termination of the lease through a 30-day written notice by either party.

City Attorney Stephen Hitchcock has reviewed this amendment and recommended it to the Council as the amendment material changes the agreement.

I request your concurrence for the Council to authorize the City to enter into the First Amendment to Lease Agreement between the Detroit Metro Airport Center, LLC and the City of Romulus, for the purpose of storing city and police records.

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “Amendment”) is made as of the ____ day of _____, 2024, by and between **DETROIT METRO AIRPORT CENTER, LLC**, a Delaware limited liability company (“Landlord”), and **CITY OF ROMULUS** (“Tenant”).

RECITALS:

A. The parties entered into that certain Lease Agreement dated July 6, 2021 (the “Lease”), whereby Landlord leased to Tenant certain premises (the “Premises”), comprising approximately 3,125 square feet known as 105, located at 11677 Wayne Road, Romulus, Michigan.

B. The parties desire to further extend the term of the Lease and further amend the terms of the Lease as provided below.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein and in the Lease contained, it is hereby agreed as follows:

1. **DEFINED TERMS.** Each capitalized term used in this Amendment, but not otherwise defined herein, shall have the same meaning ascribed to each term in the Lease.

2. **EXTENSION.** The Lease term is hereby extended by five (5) years from _____, 2025 to _____, 2030. Landlord and Tenant agree that their mutual rights under the Lease to terminate the Lease and Tenant’s occupancy of the Premises on thirty (30) days prior written notice, are hereby waived and rendered null and void., subject to the right of either party to terminate the Lease and Tenant’s right to occupy the Premises upon thirty (30) days prior written notice to the other party.

3. **BASE RENT.** The Base Rent for the Premises during the Extended Term shall be as follows:

Period	Monthly rent	Annual Rent	rate psf
	\$1,367.19	\$16,406.25	\$5.25
	\$1,432.29	\$17,187.50	\$5.50
	\$1,497.40	\$17,968.75	\$5.75
	\$1,562.50	\$18,750.00	\$6.00
	\$1,629.60	\$19,531.25	\$6.25

Tenant shall no other right or option to extend or renew the term of the Lease beyond or following the Extended Term.

3. **CONDITION OF PREMISES.** Tenant acknowledges that Tenant is in possession of the Premises and Tenant accepts same in their “AS IS, WHERE IS” condition and “WITH ALL FAULTS” and that the Landlord has performed all of its obligations, if any, under the Lease relating to improvements to be provided to the Tenant at the Premises under the Lease. Landlord shall have no obligation to make additional improvements to the Premises as a result of this Amendment.

4. **BROKERS.** Tenant represents that Tenant has not retained, or contracted or otherwise dealt with, any real estate broker, salesperson or finder in connection with this Amendment, and no such

person initiated or participated in the negotiation of this Amendment. Tenant shall indemnify and hold Landlord harmless from and against any and all liabilities and claims for commission and/or fees arising out of a breach of the foregoing representations.

5. **CONFLICT.** If any conflict exists between the terms or provisions of the Lease and the terms or provisions of this Amendment, the terms and provisions of this Amendment shall govern and control.

6. **EXCULPATION OF LANDLORD.** Notwithstanding anything to the contrary contained in this Amendment or the Lease or in any exhibit, Riders or addenda hereto attached (collectively the "Lease Documents"), it is expressly understood and agreed by and between the parties hereto that (a) the recourse of Tenant or its successors or assigns against Landlord with respect to the alleged breach by or on the part of Landlord of any representation, warranty, covenant, undertaking or agreement contained in any of the Lease Documents or otherwise arising out of this transaction or Tenant's use of the Premises or the Building or the Project, if applicable (collectively, "Landlord's Lease Undertakings") shall extend only to Landlord's interest in the Project ("Landlord's Real Estate"), and not to any other assets of Landlord or its officers, members, managers, directors or shareholders; and (b) except to the extent of Landlord's interest in Landlord's Real Estate, no personal liability or personal responsibility of any sort with respect to any of Landlord's Lease Undertakings or any alleged breach thereof is assumed by, or shall at any time be asserted or enforceable against, Landlord or against any of their respective directors, officers, members, managers, shareholders, employees, agents, constituent partners, beneficiaries, trustees or representatives. Tenant shall be required to name Landlord as an additional insured on the liability and property insurance currently maintained by Tenant.

7. **OFAC REPRESENTATIONS.** Tenant represents and warrants that (i) Tenant and each person or entity owning an interest in Tenant is (a) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC, pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), and (b) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (ii) none of the funds or other assets of Tenant constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), (iii) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly), (iv) none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant is prohibited by law or that this Lease is in violation of law, and (v) Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including, but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder, with the result that the investment in Tenant is prohibited by law or Tenant is in violation of law.

Tenant covenants and agrees (i) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (ii) to immediately notify Landlord in writing if any of the representations, warranties or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached, or, if Tenant has a reasonable basis to believe that the same no longer may be true or have been breached, (iii) not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or

Support Terrorism) to make any payment due to Landlord under this Lease and (iv) at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant's compliance with the terms of this section.

Tenant hereby acknowledges and agrees that Tenant's inclusion on the List at any time during the Lease Term shall be a material default of this Lease. Notwithstanding anything herein to the contrary, Tenant shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material default of this Lease.

8. **EFFECT OF AMENDMENT.** This First Amendment contains the entire agreement of the parties with respect to the subject matter hereof, and all preliminary negotiations with respect thereto as merged into and superseded by this Amendment. Except as amended hereby, the Lease shall remain in full force and effect and is ratified by Landlord and Tenant.

9. **GOVERNING LAW.** The Lease, as hereby amended, is governed by federal law, including without limitation the Electronic Signatures in Global and National Commerce Act (15 U.S.C. §§ 7001 et seq.) and, to the extent that state law applies, the laws of the State of Michigan without regard to its conflicts of law rules.

10. **COUNTERPARTS; ELECTRONIC SIGNATURES.** This instrument may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this instrument and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if an a paper original of this instrument had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this instrument is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this instrument based on the foregoing forms of signature. If this instrument has been executed by electronic signature, all parties executing this instrument are expressly consenting under the Electronic Signatures in Global and National Commerce Act ("E-SIGN"), and Uniform Electronic Transactions Act ("UETA"), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

11. **AMENDMENTS.** This instrument may only be amended by a writing signed by the parties hereto, or by an electronic record that has been electronically signed by the parties hereto and has been rendered tamper-evident as part of the signing process. The exchange of email or other electronic communications discussing an amendment to this Agreement, even if such communications are signed, does not constitute a signed electronic record agreeing to such an amendment.

12. **NOTICES.** Notwithstanding the terms and provisions of the Lease pertaining to notice, the parties agree that all notices required under the Lease as hereby amended and other information

concerning the Lease (“Communications”) shall be personally delivered or sent by first class mail, postage prepaid, by overnight courier. In addition, the Landlord may, in its sole discretion, send such Communications to the Tenant electronically, or permit the Tenant to send such Communications to the Landlord electronically, in the manner described in this Section. Such Communications sent by personal delivery, mail or overnight courier will be sent to the addresses on the signature page of this Agreement, or to such other addresses as the Landlord and the Tenant may specify from time to time in writing. Communications shall be effective (i) if mailed, upon the earlier of receipt or five (5) days after deposit in the U.S. mail, first class, postage prepaid, or (ii) if hand-delivered, by courier or otherwise (including telegram, lettergram or mailgram), when delivered.

Such Communications may be sent electronically by the Landlord to the Tenant (i) by transmitting the Communication to the electronic address provided by the Tenant or to such other electronic address as the Tenant may specify from time to time in writing, or (ii) by posting the Communication on a website and sending the Tenant a notice to the Tenant’s postal address or electronic address telling the Tenant that the Communication has been posted, its location, and providing instructions on how to view it. Communications sent electronically to the Tenant will be effective when the Communication, or a notice advising of its posting to a website, is sent to the Tenant’s electronic address.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease as of the date herein above set forth.

TENANT:

CITY OF ROMULUS

By: _____
Name: _____
Title: _____

LANDLORD:

DETROIT METRO AIRPORT CENTER, LLC,
a Delaware limited liability company
By: Principal Real Estate Investors, LLC,
a Delaware limited liability company,
its authorized signatory

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **January 27, 2025**

Item No. D.

General Description: Intergovernmental Agreement with Wayne County - 2024 Justice Assistance Grant

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Intergovernmental Agreement with Wayne County – 2024 Justice Assistance Grant
DATE: January 9, 2025

I concur with the recommendation of Robert Pfannes, Police Chief, and City Attorney Steve Hitchcock, and respectfully request City Council adopt the attached resolution authorizing the Mayor and Clerk to enter into the Inter-Governmental Agreement with Wayne County for the 2024 Justice Assistant Grant funding program award to the City of Romulus and accept monies from Wayne County in the amount of \$14,326.00.

Motion by _____, supported by _____, to concur with the administration and adopt the attached resolution authorizing the Mayor and Clerk to enter into the Inter-Governmental Agreement with Wayne County for the 2024 Justice Assistant Grant funding program award to the City of Romulus and accept monies from Wayne in the amount of \$14,326.00.

Memo



To: Mayor Robert A. McCraight

From: Chief Robert Pfannes

Date: January 5, 2024

Re: Justice Assistance Grant (JAG) Agreement #O-BJA-2024-172239
CDFA#16.738

The Romulus Police Department has been awarded \$14,326 from the Wayne County Department of Homeland Security JAG program through the U.S. Bureau of Justice, Bureau of Justice Assistance.

Given that the Wayne County Department of Homeland Security is the fiduciary of the grant, I am respectfully requesting a signed Intergovernmental Agreement to make application and accept monies from Wayne County Department of Homeland Security as the applicant/fiscal agent for the 2024 JAG funds.

City attorney Steve Hitchcock has reviewed the contract and concurs with its contents.

If you concur, I respectfully request the Mayor's Office seek Council approval to enter into the Intergovernmental Agreement.

JAG 2024
Intergovernmental Agreement
Between
The County of Wayne and The City of Romulus

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**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF ROMULUS AND THE COUNTY OF WAYNE
O-BJA-2024-172239
CFDA #16.738**

THIS AGREEMENT is between the City of Romulus (the Municipality), and the County of Wayne, Michigan, a body corporate and Charter County, acting through the Office of the Wayne County Sheriff (The County).

1. PURPOSE

1.01 The U.S. Department of Justice, Bureau of Justice Services has designated 15 units of local government in Wayne County, as Disparate Jurisdictions and therefore, these communities are eligible to receive a grant under the 2024 Justice Assistance Grant (JAG) program.

1.02 The 2024 Justice Assistance Grant (JAG) solicitation notice outlined the process for application, approval and acceptance of federal funds under the JAG program. All grants must conform to Uniform Grant Regulations (2 CFR 200) Jurisdictions certified as disparate must submit a joint application for the aggregate of funds allocated to them, specifying the amount of the funds that are to be distributed to each of the units of local government and the purposes for which the funds will be used.

1.03 The parties to this agreement authorized and designated the Wayne County Department of Homeland Security as the applicant for the 2024 JAG funds. The Wayne County Sheriff's Office has been designated by the Wayne County Department of Homeland Security to serve as the grant administrator for the program.

1.04 According to the rules and procedures of the JAG award, the Municipality has designated the Wayne County Department of Homeland Security as the applicant for the 2024 JAG funds. The Wayne County Sheriff's Office has been designated by the Wayne County Department of Homeland Security to serve as the grant administrator for the program. As administrator to the program the Wayne County Sheriff's Office will be responsible for monitoring the award; submitting reports including performance measure and program assessment data; and providing ongoing assistance to the sub recipient of the funds.

1.05 The Municipality through its police agency and authorized by its Mayor has accepted participation in the 2024 Justice Assistance Grant (JAG) program. The Mayor must execute this contract and Appendix (H) "Certification Regarding Debarment and Suspension" form return to the Wayne County Sheriff's Office.

2. ENGAGEMENT OF MUNICIPALITY

2.01 The County engages the Municipality and the Municipality agrees to faithfully and diligently purchase JAG eligible equipment and programs for use in local law enforcement in accordance with the terms and conditions contained in this Agreement and consistent with the standard of practice in the community.

3. SCOPE OF SERVICE

3.01 The Municipality must make any purchases described in Appendix A in a satisfactory manner following local procurement rules and, as determined within the discretion of the County.

3.02 The Municipality agrees to accept the 2024 JAG grant and expend the grant according to all rules, regulations, procedures and laws as established by the U.S. Department of Justice, Bureau of Justice Services. The Municipality must establish a trust fund to deposit its share of JAG funds for non-reimbursement expenditures.

3.03 Expenditures requiring prior approval by the Office of Justice Programs are referenced in Appendix B. Allowable expenditures are in accordance with Appendix C and as follows: law enforcement programs; prosecution and court programs; prevention and education programs; corrections and community correction programs; drug treatment programs; planning, evaluation, technology improvement programs and crime victim and witness programs (other than compensation).

3.04 Unallowable costs are detailed in Appendix D. Prohibited uses of grant funds are: directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety; vehicles (excluding police cruisers), vessels

(excluding police boats), or aircraft (excluding police helicopters); luxury items*; real estate*; construction projects, other than penal or correctional institutions*. Funds may be expended in areas marked with an asterisk (*) based on extraordinary or exigent circumstances, and, with pre-approval by BJA and written authorization from the County.

3.05 The Municipality shall expend its grant as described in Appendix B. The Municipality may amend the purpose area of the grant provided it has received pre-authorization from the Wayne County Sheriff's Office and approval of the Bureau of Justice Assistance.

3.06 The Municipality shall provide all fiscal and programmatic reports and documentation including performance measures and program assessment data as established by the Wayne County Sheriff's Office to meet its obligation under the JAG grant.

3.07 The Municipality's legislative body must approve a resolution adopting the terms and conditions of this Agreement prior to this agreement taking effect and shall become a part hereof.

3.08 If there is any dispute between the parties regarding the extent and character of the services to be performed, the interpretation and determination of the County governs.

3.09 The services include all conferences and consultation deemed necessary by the County to properly and fully perform the services.

3.10 All services are subject to review and approval of the County for completeness and fulfillment of the requirements of this Agreement. Neither the County's review, approval, or payment for any of the services shall be construed to operate as a waiver of any rights under the Agreement, and the Municipality shall be and remain liable according to applicable law for all damages to the County caused by the Municipality's negligent performance or nonperformance of any of the Services furnished under this Agreement.

4. TERM OF AGREEMENT

4.01 This Agreement begins upon approval by the Wayne County Commission, execution by the County Executive and approval of Bureau of Justice Services, and ends September 30, 2027. The Municipality must expediently perform the services to achieve the objectives of this Agreement. The Bureau of Justice, at its option may extend the grant for an

additional year with a new expiration date of September 30, 2028. Sub-recipient Disclosure under 2 CFR 200 for the Municipality is provided in Appendix E as required by the grant.

5. ADMINISTRATION

5.01 The Municipality 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 the meeting of the objectives of the Agreement. The Municipality must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and

5.02 The Municipality must regularly inform the County of its activities in connection with its duties and must keep the County informed of the status of any program. The Municipality is not required to perform in a manner materially in conflict with requirements imposed by any applicable law, including any statute, county charter, ordinance, resolution or executive order.

5.03 The Municipality shall have no authority in the name of the County to borrow money, commence or defend litigation, spend money or enter into contracts except as otherwise provided in this Agreement.

6. COMPENSATION

6.01 The County shall pay the Municipality according to the budget in Appendix B, attached. The Municipality must secure prior County approval for any deviations from the budget. The budget includes all remuneration to which the Municipality may be entitled. Maximum compensation shall not exceed \$14,326

6.02 The Municipality must, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative or otherwise, or in any internal County preparatory meetings for the proceeding, in order to assist the County in any matter relating to the purpose or outcome of this Agreement.

7. METHOD OF PAYMENT

7.01 The County will pay the Municipality after the County receives an invoice for payment. The invoice must certify the total cost of the equipment procured to the project to date for that billing period, and must describe the purchases made. The Municipality must sign the invoice and send it to the County to the attention of the individual specified in the Notice provisions, Article 13. This section is limited by the provisions of Article 6 with regard to the amounts payable for performance.

7.02 The Municipality must submit as part of the invoice, a progress report indicating the Municipality's activities and being signed by an authorized officer of the Municipality.

8. RECORDS - ACCESS

8.01 The Municipality must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Agreement. The Municipality must keep the records according to generally accepted accounting practices and for a minimum of 3 years after the Agreement's termination and completion.

8.02 The County has the right to examine and audit all books, records, documents and other supporting data as the County deems necessary of the Municipality, or any subcontractors, or agents rendering services under this Agreement, whether direct or indirect, which will permit adequate evaluation of the services or the cost or pricing data submitted by the Municipality. The Municipality must include a similar covenant allowing for County audit in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the County. The County may delay payment to the Municipality pending the results of any such audit without penalty or interest.

8.03 The Municipality agrees that representatives of the County are entitled to make periodic inspections to ascertain that the Municipality is properly performing the services. The inspections may be made at any time during normal business hours of the Municipality. If, in the course of the inspections, the representatives of the County should note any deficiencies in the performance of the services of the Municipality, or any other mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the Municipality, in writing.

The Municipality agrees to promptly remedy and correct any reported deficiencies within 24 hours of notification by the County.

8.04 If, as a result of any audit conducted by or for a County or Federal agency relating to the Municipality's performance under this Agreement, a discrepancy should arise as to the amount of compensation due the Municipality, the County may retain the amount of compensation in question from any funds allocated to the Municipality but not yet disbursed under the Agreement. Should a deficiency still exist, the County may offset such a deficiency against the compensation to be paid the Municipality in any successive or future Contracts between the parties.

9. RELATIONSHIP OF PARTIES

9.01 The Municipality agrees that the County is acting fiduciary with regard to the instant agreement and that it, the Municipality, must procure the agreed upon equipment as stated in this agreement. The Municipality further understands that it is obligated as is the County to fulfill the terms of this agreement in consideration and for the purpose of receiving the subject grant.

10. INSURANCE

10. 01 Municipality shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Municipality, his agents, representatives, employees or subcontractors.

Minimum Scope and limit of Insurance

Coverage shall be at least as broad as:

1. **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 & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general

aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Municipality has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Municipality, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. If the Municipality maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this agreement, the Municipality's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Municipality's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Municipality hereby grants to Entity a waiver of any right to subrogation which any insurer of said Municipality may acquire against the Entity by virtue of the payment of any loss under such

insurance. Municipality 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 Entity 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 Entity. The Entity may require the Municipality to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Municipality must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of work.

Verification of Coverage

The Municipality shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Municipality's obligation to provide them. The Entity reserves the right to require

complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

11. LIABILITY

11.01 All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of the Municipality under this Agreement are the responsibility of the Municipality, and not the responsibility of the County, if the liability loss, or damage is caused by, or arises out of; the actions or failure to act on the part of the Municipality, any of its departments, or anyone directly or indirectly employed by the Municipality. This article is not a waiver of any governmental immunity the Municipality or its agents or employees have under Michigan law.

11.02 All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of the County under this Agreement are the responsibility of the County and not the responsibility of the Municipality if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agent. This section is not to be construed as a waiver of any governmental immunity the County, its agencies, or employees, is provided by statute or modified court decisions.

11.03 If liability to third parties, loss, or damage arises as a result of activities conducted jointly by the parties in fulfillment of their responsibilities under this Agreement, the liability, loss, or damage must be borne by the parties in relation to each party's responsibilities under these joint activities. This section is not to be construed as a waiver of any governmental immunity by the parties, their agents or their employees. Each party has a duty to mitigate its damages.

11.04 For purposes of these provisions, the term "County" includes, County of Wayne and all other associated, affiliated, or subsidiary departments or division now existing or to be created by their agents and employees.

12. TERMINATION

12.01 If the Municipality violates a condition or conditions of the JAG grant, the County may terminate this Agreement without incurring any further liability, other than as indicated in the Article by giving written notice to the Municipality of the termination. The notice must specify the effective date, at least 14 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Municipality for the programs and/or equipment procured prior to termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the programs and/or equipment procured, and other means which, in the judgment of the County represents a fair value of the programs and/or equipment, less the amount of any previous payments made. The final payment constitutes full payment. The parties agree that no payments under this section will exceed the amount payable under Article 6.

12.02 After receipt of a Notice of Termination each party shall assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

13. NOTICES

13.01 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 the Municipality:

Chief Robert Pfannes
Romulus Police Department
11165 Olive Street
Romulus, MI 48174

If to the County:

Regina Banks-Hall
Wayne County Sheriff's Office
4th Floor
5301 Russell
Detroit, MI 48211

13.02 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. An authorized representative must sign any notice given by a party. 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.

14. LAW AND JURISDICTION

14.01 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. Service of process at the address and in the manner specified in this Agreement will be sufficient for notice. Neither party will commence any action against the other because of any matter arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals. Both parties agree not to commence any action or suit relating to the Agreement more than 3 years after date of termination and to waive any statute of limitation to the contrary.

15. NON-DISCRIMINATION PRACTICES

15.01 Each party must comply with the below and complete the Appendix G Compliance with Equal Employment Opportunity Plan (EEOP) Requirement Certification Form and return to Wayne County.

- 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 those 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 Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- F. The anti-discrimination provisions as required by section 120-194 of the Wayne County Code.

16 MISCELLANEOUS

16.01 The Municipality covenants that it is not, and will not become, in arrears to the County upon any contract, debt, or any other obligation to the County, including real property and personal property taxes.

16.02 Articles 10, 11, and 14 survive termination of the Agreement.

16.03 All the provisions of this Agreement are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

16.04 Neither party is responsible for force majeure events. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the County's reasonable determination is controlling.

16.05 Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Agreement as a whole and not to any particular article, section, or other subdivision.

16.06 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 the Agreement.

16.07 As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

16.08 Neither party may assign this Agreement, nor any part, or subcontract any of the work or services to be performed without the other party's prior written approval. If there is consent to an assignment or subcontract, the assigning party must require the assignee or subcontractor to comply with the provisions of this Agreement.

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

16.10 No amendment to this Agreement is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of both parties.

16.11 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.

16.12 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 the 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.

16.13 This document, including the Appendices, 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. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth.

16.14 The Municipality and the County expressly acknowledge their mutual understanding and agreement that there are and shall be no third party beneficiaries to this Agreement and that this Agreement shall not be construed to benefit any persons other than the Municipality or the County.

17. AUTHORIZATIONS AND CAPABILITY

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

18. SIGNATURE

18.01 The County and the Municipality, by their authorized officers and representatives have executed this Agreement.

CITY OF Romulus

By: Robert A. McCraight

Its: Mayor

Signature

Date

COUNTY OF WAYNE

Warren C. Evans
Its: County Executive

Signature

Date

APPROVED AS TO FORM:

By: _____
Department of Corporation Counsel

Revised 07/02/18

Appendix A

Municipality's JAG 2024 Budget

Romulus

\$14,326

APPENDIX B

JAG Costs Requiring Prior Approval

See attached.

III. Postaward Requirements

3.6 COSTS REQUIRING PRIOR APPROVAL

- If the vehicle(s) was purchased as part of a unit of government fleet by the State local central procurement activities, it is generally accepted as reasonable.

Computing Devices and Software, and Information Technology Systems

The costs of computing devices, software, and information technology systems that are characterized as *equipment* (typically a per-unit acquisition cost of \$10,000 or more) require prior written approval; those that are characterized as *supplies* typically do not. See 2 C.F.R. Part 200.1 definitions, and 2 C.F.R. 200.439 and 200.453. Computing devices, software, and information technology systems must be procured in a manner providing full and open competition, consistent with the standards in 2 C.F.R. 200.319 and 2 C.F.R. 200.320.

Brand names should not be specified in most cases (see Chapter 3.8 Procurement Standards and 2 C.F.R. § 200.319(c)(6) for more information).

Pre-Award Costs

Pre-award costs are costs incurred before the start date of the period of performance and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of the work. These costs are allowable only to the extent that they would be allowed if incurred after the start date of the Federal award and only with prior written approval of the DOJ awarding agency. Direct recipients may approve pre-award costs for subrecipients if incurred after the start date of the Federal award. If approved, these costs must be charged to the initial budget period of the Federal award, unless otherwise specified by the DOJ awarding agency. See 2 CFR §§ 200.210 and 200.458.

Any and all pre-award costs are incurred at the sole risk of an applicant, and will be reimbursed only to the extent that the costs were approved before they were incurred and provided that an award ultimately is made.

Consultant Rates

Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace.

- Each grant-making component periodically establishes a prior approval threshold consultant rate. The current rate for each grant-making DOJ component is \$650 per day or \$81.25 per hour.
- This limit is specified in the terms and special conditions of the award.
- When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required from the grant-making component. Prior approval requests require additional justification.
- An 8-hour day may include preparation, evaluation, and travel time in addition to the time required for actual performance.
- Please note, however, that this does not mean that the rate can or should be the maximum limit for all consultants.
- Rates above the established maximum threshold rate will be reviewed on a case-by-case basis. Justification for exceeding the established maximum rate may include where a rate is established through a competitive bidding process.

III. Postaward Requirements

3.6 COSTS REQUIRING PRIOR APPROVAL

- In order to calculate a rate of compensation for consultants associated with and employed by institutions of higher learning, divide the total compensation projected for 12 months by 260.
 - If the resulting rate of compensation exceeds the maximum consultant rate established by the grant-making component, written prior approval must be obtained.
- Compensation for consultants employed by State and local government will only be allowed when the unit of government will not provide these services without cost.
 - If a State or local government employee has been contracted to provide services that are related to his or her employment with the State or local government, the rate of compensation is not to exceed the daily salary rate for the employee paid by the unit of government.
 - If the State or local government employee has been contracted to provide services that are unrelated to his or her employment with the State or local government, then the rate of compensation is based on the necessary and reasonable cost principles which cannot exceed the maximum rate allowed by the awarding agency without prior written approval.

Conference Costs

All conferences (events whose primary purpose is to disseminate technical information beyond the recipient or subrecipient and is necessary and reasonable for successful performance under the Federal award, e.g., meetings, retreats, seminars, events, trainings) conducted by Cooperative Agreement recipients or contractors funded by DOJ must receive written prior approval. An approved award budget is not a prior approval. All prior approval requests must be submitted within the required number of days (90 or 120) in advance of the start date. See [Chapter 3.10: Conference Approval, Planning, and Reporting](#) for more information.

Foreign Travel (Not Applicable to OVW)

Foreign travel is defined as any travel outside of the United States and its Territories and possessions. However, for organizations located in foreign countries, foreign travel means travel outside of the organization's country. Some requirements for foreign travel:

- Each separate foreign trip must be pre-approved.
- Direct charges for foreign travel costs are not allowable unless the travel has prior approval from the awarding DOJ agency.
- Indirect charges for foreign travel are allowable without prior approval from the awarding agency when they are included as part of a federally approved indirect cost rate and have a beneficial relationship to the project.

Travel (see [Ch. 3.9 Allowable Costs](#), for more details)

III. Postaward Requirements

3.6 COSTS REQUIRING PRIOR APPROVAL

Moving Money between Categories

Moving monies into any budget category with a zero dollar amount is not allowable without prior approval from the grant-making component. A budget modification is required. See 2 C.F.R. § 200.308(f).

► OJP SPECIFIC TIP

Recipients with a federally-approved indirect cost rate may not transfer funds into or out of the indirect cost category without prior approval. A budget modification is required as indicated in Chapter 3.5 Adjustment to Awards. A copy of the current approved indirect cost agreement from the Cognizant Federal Agency must be attached.

Confidential Funds

Confidential funds are subject to prior approval. See section 3.12, OJP's Confidential Funds.

APPENDIX C

JAG Allowable Expenditure Rules

See Attached.

III. Postaward Requirements

3.9 ALLOWABLE COSTS

Introduction

Costs are allowable when they are reasonable, allocable to, and necessary for the performance of the federal award, and when they comply with the funding statute and agency requirements (to include the conditions of the award), including the cost principles set out in the Uniform Requirements 2 C.F.R. Part 200, Subpart E.

► OJP SPECIFIC TIP

For OJP awards for-profit entities and hospitals follow different cost principles – see FAR 31.2, and 2 C.F.R. Part 200 Appendix IX, respectively.

This chapter highlights selected costs that are often allowable under DOJ awards. For more information about specific factors that affect whether costs are allowable, refer to 2 C.F.R. § 200, Subpart E, including the list of specific items of cost in 2 C.F.R. § 200.420 through 200.476. Mentioning, or failing to mention, including as an example in certain sections, a cost is not intended to imply that a cost is either allowable or unallowable in the performance of a specific federal award.

Compensation for Personal Services (Personnel Expenses)

Salaries, Wages, and Fringe Benefits

Compensation for personal services “includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries [and] fringe benefits” 2 C.F.R. 200.430.

Subject to the requirement of the specific award, costs of compensation for personal services generally are allowable where they —

- are reasonable for the services rendered;
- conform to the established written policy of the recipient or subrecipient consistently applied to both Federal and non-Federal activities;
- follow an appointment made in accordance with a recipient’s or subrecipient’s laws, rules, or written policies and meet the requirements of the Federal statute, where applicable; and
- are adequately supported under 2 C.F.R. 200.430(g).

DOJ agencies disallow the use of award funds to compensate for personal services where such compensation exceeds certain amounts.

① FINANCIAL MANAGEMENT TIP

Any additional compensation beyond 110 percent of the U.S. Government SES level will not be considered matching funds where matching requirements apply.

III. Postaward Requirements

3.9 ALLOWABLE COSTS

Support of Salaries, Wages, and Fringe Benefits

Charges made to Federal awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. See 2 C.F.R. § 200.430 and § 200.431.

- Charges must be supported by a system of internal controls that provides reasonable assurance that the charges are accurate, allowable, and properly allocated.
- Documentation for charges must be incorporated into the official records of the organization.
- Support must reasonably reflect the total activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies.
- Where grant recipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.
- In cases where two or more grants constitute one identified activity or program, salary charges to one grant may be allowable after written permission is obtained from the awarding agency.
- The recipient must complete and keep on file, as appropriate in accordance with Federal law, the U.S. Citizenship and Immigration Services' Employment Eligibility Verification Form I-9 for individuals working under the award. This form is to be used by recipients (and any subrecipients) of Federal funds to verify that persons hired under the award are eligible to work in the United States.

FINANCIAL MANAGEMENT TIP

Examples of items that may support salaries and wages can include timesheets, time and effort reports, or activity reports that have been certified by the employee and approved by a supervisor with firsthand knowledge of the work performed. Payroll records should also reflect either after the fact distribution of actual activities or certifications of employee's actual work performed.

OJP SPECIFIC TIP

Added Work

A recipient or subrecipient may employ a State or local government worker to complete tasks in addition to his or her full-time job, provided the work is performed on the employee's own time;

Compensation paid should be reasonable and consistent with that paid for similar work in other activities of State or local government;

The employment arrangement is approved and proper under State or local regulations (e.g., no conflict of interest); and

The time and/or services provided are supported by adequate documentation.

III. Postaward Requirements

3.9 ALLOWABLE COSTS

Limit on Use of Award Funds for Employee Compensation

DOJ grant funds may not be used to pay cash compensation (salary plus bonuses) to any employee at a rate that exceeds 110 percent of the annual maximum salary payable to a member of the Federal Government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year.

► OJP SPECIFIC TIP

With respect to the limitation, compensation for salary plus bonuses are applicable to any award of more than \$250,000.

The latest salary table for SES employees is available on the [U.S. Office of Personnel Management's Salaries & Wages \(opm.gov\)](https://www.opm.gov/policy-data-oversight/salaries/).

A recipient may compensate an employee at a higher rate, provided the amount in excess of the limitation is paid with non-Federal funds. For employees who charge only a portion of their time to an award, the allowable amount to be charged to that award is equal to the percentage of time worked on the grant times the maximum salary limit (110% of SES salary).

► OJP SPECIFIC TIP

The Assistant Attorney General for OJP (or, for certain awards, the official listed in the applicable program solicitation) may exercise discretion to waive, on an individual basis, the limitation on compensation rates allowable under an award. An applicant requesting a waiver should include a detailed justification in the budget narrative of the application. Unless the applicant submits a waiver request and justification with the application, the applicant should anticipate that OJP will request the applicant to adjust and resubmit the budget. The justification should include the particular qualifications and expertise of the individual, the uniqueness of the service the individual will provide, the individual's specific knowledge of the program or project being undertaken with award funds, and a statement explaining that the individual's salary is commensurate with the regular and customary rate for an individual with his/her qualifications and expertise, and for the work to be done.

Overtime Compensation

Unless specifically exempted under the Fair Labor Standards Act, recipient and subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week (usually 40 hours).

- Payment of more than occasional overtime is subject to periodic review by the awarding agency.
- In addition, overtime compensation is typically reviewed during programmatic, financial monitoring and audits.

Executive, administrative and professional employees who meet the criteria for an exemption from the overtime requirements of the Fair Labor Standards Act may not be reimbursed for overtime under grants and cooperative agreements. More information on overtime exemptions under the Fair Labor Standards Act is available on the Department of Labor's website at <https://www.dol.gov/whd/overtime>.

III. Postaward Requirements

3.9 ALLOWABLE COSTS

FINANCIAL MANAGEMENT TIP

In no case is dual compensation allowable. That is, an employee may not receive compensation from his/her organization AND from an award for a single period of time (e.g., 1 to 5 p.m.), even though such work may benefit both activities.

Compensation of Federal Employees (Generally unallowable, see [Ch. 13 Unallowable Costs](#))

Bonuses (see [Ch. 13 Unallowable Costs](#), for more details)

Post-Employment Benefits

Post-employment benefits are allowable costs if funded in accordance with actuarial requirements.

Consultants

Please refer to [Ch. 3.6 \(Prior Approval\)](#), [Consultant Rates](#), for a more complete discussion of the requirements and restrictions for these costs.

Conferences and Workshops

All recipients should see [Chapter 3.10: Conference Approval, Planning, and Reporting](#) for more information.

All conferences (defined an event whose primary purpose is to disseminate technical information beyond the recipient or subrecipient, e.g., meetings, retreats, seminars, symposiums, events, and group trainings) conducted by Cooperative Agreement recipients or contractors funded by DOJ must receive written prior approval. An approved award budget is not a prior approval. All prior approval requests must be submitted within the required number of days (90 or 120) in advance of the start date. See [Chapter 3.10](#)

OJP SPECIFIC TIP

All contracts under an award funded by OJP awards for events that include 30 or more participants (both Federal and non-Federal) must ensure that lodging costs for any number of attendees do not exceed the prevailing Federal per diem rate for lodging. If the lodging rate is not the Federal per diem rate or less, none of the lodging costs associated with the event are allowable costs to the award. As a result, the recipient would be required to pay for all lodging costs for the event with non-award funds, not just the amount in excess of the Federal per diem. For example, if the Federal per diem for lodging is \$78 per night, and the event lodging rate is \$100 per night, the recipient would be required to pay the full \$100 per night, not just the difference of \$22 per night.

Travel

Travel expenses are allowable costs for employees who are in travel status on official business related to the award. These costs must be reasonable and in accordance with the organization's established travel policy.

III. Postaward Requirements

3.9 ALLOWABLE COSTS

In the absence of an established travel policy, the organization must comply with the Federal travel regulations (48 C.F.R. 31.205-46(a), most easily accessible via the U.S. General Services Administration website). See 2 C.F.R. § 200.475.

- The DOJ awarding agency reserves the right to determine the reasonableness of an organization's travel policy.
- Recipients and subrecipients must follow their own established travel policies.
- If a recipient or subrecipient does not have an established travel policy, they must abide by the Federal travel policy including per diem rates.
- The current per diem rate information is available at the Per Diem rates section of the U.S. General Services Administration (GSA) website.

Cost for tips (for example, tips paid to taxi or shuttle services) are allowable. Tips typically must be within the applicable per diem rate for incidental expenses, unless a different organizational travel policy applies.

Tribal Eligibility for Government Travel Related Discounts

Tribal organizations carrying out a contract, grant, or cooperative agreement are eligible to have access to Federal sources of supply, including lodging providers, airlines, and other transportation providers.

Section 201(a) of the Federal Property and Administrative Services Act of 1949, 40 U.S.C. 481(a), indicates that employees of tribal organizations are eligible to have access to sources of supply on the same basis as employees of an executive agency if a request is made by the tribal organization.

► OJP SPECIFIC TIP

Foreign travel requires prior approval by OJP (see Chapter 3.6).

For organizations located inside of the U.S. (including territories and possessions), foreign travel means travel outside of the U.S.

For organizations located outside of the U.S., foreign travel means travel outside that country.)

Federal Agency Employee Travel

- DOJ employee travel is not an allowable use of award funds. (See Ch. 13 Unallowable Costs)
- DOJ does consider to be allowable the travel expenses of other Federal employees, such as those persons serving on advisory committees or other program or project duties or assistance, if travel expenses have been:
 - Approved by the Federal employee's department or agency; and
 - Included as an identifiable item in the funds budgeted approved budget for the project or subsequently approved by the awarding agency.

III. Postaward Requirements

3.9 ALLOWABLE COSTS

Project Site

Rental costs. The rental cost of space in privately or publicly owned buildings used for the benefit of the project is allowable subject to the conditions stated below:

- The total cost of space does not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. See 2 C.F.R. 200.465(a).
- The cost of space procured for project usage is not charged to the program for periods of non-occupancy without authorization of the grant making DOJ component. See 2 C.F.R. 200.446 Idle facilities and idle capacity.
- Rental costs may not be charged to the grant if the recipient owns the building or has a financial interest in the property. See 2 C.F.R. 200.465(b) and (c). (However, the cost of ownership (i.e., depreciation) is an allowable expense – see below and 2 C.F.R. 200.436 Depreciation.)
- Rental costs may not be charged for building purchases or construction originally financed by the Federal Government, during the pendency of the federal interest.
- The rental of any property owned by any individuals or entities affiliated with the recipient or subrecipient, including commercial or residential real estate, for purposes such as the home office is unallowable. See 2 C.F.R. 200.465(f).

The cost of space procured under rental-purchase or a lease-with-option to purchase agreement is allowable with prior written approval by the awarding DOJ agency. See 2 C.F.R. 200.439(b)(1); 200.1 (definitions of *capital expenditures* and *capital assets*.) This type of arrangement may require application of special matching share requirements under construction programs.

Ownership costs

- Where the organization owns the facility, the cost of ownership (e.g. depreciation) is an allowable expense.
- Ownership expenses must be determined on the basis of actual cost (including depreciation based on the useful life of the building, operation and maintenance, and other allowable costs). Where these costs are charged elsewhere such as rental costs, they cannot be charged to the federal award.
- Cost of ownership expenses for a publicly owned building are allowable where “rental rate” systems, or equivalent systems that adequately reflect actual costs, are employed.
- Depreciation or use allowance on idle or excess facilities is not allowable, except when specifically authorized by the Federal awarding agency. See 2 C.F.R. § 200.446.
- Recipients may not use an accelerated method to calculate depreciation without clear evidence indicating that the expected consumption of the asset will be significantly greater in the early portion than in the later portion of its useful life.

Utilities, maintenance, repair, and other facility costs

- The cost of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, ordinary repairs and maintenance, and the like are allowable to the extent they are not otherwise included in rental or other charges for space. See 2 C.F.R. 200.452.

III. Postaward Requirements

3.9 ALLOWABLE COSTS

Costs incurred for rearrangement and alteration of facilities required specifically for the award program, or that materially increase the value or useful life of the facility (i.e., capital improvements), are allowable with prior written approval by the awarding agency. See 2 C.F.R. § 200.462 and § 200.439(b)(3). (NEPA requirements may also be applicable; contact the awarding agency for additional information.)

Land Acquisition (generally unallowable – see Ch. 3.13 Unallowable Costs).

State and Local Sales Taxes

State and local state taxes are generally allowable, subject to the restrictions in 2 C.F.R. 200.470(a)(1).

Publication and Printing

Project costs for publication and printing, including distribution, promotion, and general handling of electronic or print media are allowable. These costs should be allocated as indirect costs to all benefiting activities of the organization. To be considered allowable, publication costs must be incurred in accordance with the terms of the project. Additional guidance for publication and printing costs is set out in 2 C.F.R. § 200.461.

Publication

Recipients publicizing project activities and results must follow applicable conditions on their awards, including those related to required publication disclaimers and to the reservation on the part of the federal agency under 2 C.F.R. 200.315(b) of a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so. This includes the right to require recipients and subrecipients to make such works available through agency-designated public access repositories.

All publication and distribution agreements with a publisher must include provisions giving the Federal Government a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the publication for Federal Government purposes (see Chapter 3.7). The agreements with a publisher should contain also information on any additional agency requirements specific to the project.

Unless otherwise specified in the award, recipients/subrecipients may copyright any books, publications, films, or other copyrightable material developed or purchased as a result of award activities. Copyrighted material will be subject to the same provisions giving the Federal Government a license as described above. See 2 C.F.R. § 200.315 and Chapter 3.7.

► OJP SPECIFIC TIP

Recipients/subrecipients are permitted to display the official awarding agency logo, seal, or any other official awarding agency (or office) insignia in connection with the activities supported by the award, only with the prior written approval of the awarding agency. OJP recipients/subrecipients are expected to review, become familiar with, and adhere to the “Terms of Use” information and all other applicable requirements in the Office of Justice Programs Brand Guidelines.

The logo (or seal or insignia) must appear in a separate space, apart from any other symbol or credit. The words “Funded/Funded in part by DOJ” shall be printed either below or beside the logo (or seal or insignia), each time it is displayed.

III. Postaward Requirements

3.9 ALLOWABLE COSTS

Printing and Duplication

Pursuant to the Government Printing and Binding Regulations, no project may be awarded primarily or substantially for the purpose of having material printed for the awarding agency. The Government Printing and Binding Regulations allow:

- The issuance of a project for the support of non-Government publications, provided such projects were issued pursuant to an authorization of law, and were not made primarily or substantially for the purpose of having material printed for the awarding agency.
- The publication of findings by recipients/subrecipients within the terms of their project provided such publication is not primarily or substantially for the purpose of having such findings printed for the awarding agency.
 - If recipients/subrecipients need to duplicate less than 5,000 units of only one (1) page, or less than 25,000 units in the aggregate of multiple pages, of its findings for the awarding agency, DOJ will not consider this duplication to constitute printing primarily or substantially for the awarding agency (e.g., 5,000 copies of 5 pages, etc.).
 - Duplicated pages may not exceed a maximum image size of 10¾ by 14¼ inches.

Equipment and Other Capital Expenditures (Prior Approval Required)

Equipment and other capital expenditures are allowable with the prior written approval of the awarding DOJ agency or pass-through entity. Please refer to [Ch. 3.6](#) (Prior Approval), [Equipment and Other Capital Expenditures](#), [Ch. 3.7](#) (Property Standards), and [Ch. 3.8](#) (Procurement) for a more complete discussion of the requirements and restrictions for these costs.

Software Development

Recipients can expense costs associated with software development in the period the costs are incurred, subject to the limits outlined in the budget and budget narrative. See [2 C.F.R. 200.439\(b\)\(4\)](#). Please refer to [Ch. 3.6](#) (Prior Approval), [Equipment and Other Capital Expenditures](#), [Ch. 3.7](#) (Property Standards), and [Ch. 3.8](#) (Procurement) for a more complete discussion of the requirements and restrictions for these costs.

Other Allowable Costs

In accordance with [2 C.F.R. § 200.428](#), costs incurred by a recipient or subrecipient to recover improper payments, including improper overpayments, are allowable as either direct or indirect cost, as appropriate.

Closeout Costs

In accordance with [2 C.F.R. § 200.403\(h\)](#), The recipient or subrecipient may charge the Federal award during the closeout for the necessary administrative costs of that Federal award (for example, salaries of personnel preparing final reports, publication and printing costs, costs associated with the disposition of equipment and property, and related indirect costs). These costs may be incurred until the due date of the final report(s). If incurred, these costs must be liquidated prior to the due date of the final report(s) and charged to the final budget period of the award unless otherwise specified by the Federal agency.

APPENDIX D

JAG Unallowable Expenditure Rules

See attached.

III. Postaward Requirements

3.13 UNALLOWABLE COSTS

Introduction

Federal awards generally provide recipients and/or subrecipients with the funds necessary to cover costs associated with the award program. There are other costs, however, categorized as unallowable costs, that will not be reimbursed. Recipients and subrecipients must not use award or match funding for unallowable costs. Also within the category of unallowable costs are any costs considered inappropriate by the awarding DOJ agency. See 2 C.F.R. § 200.1 (Disallowed Cost).

The allowability of certain costs is discussed in 2 C.F.R. § 200, Subpart E - Cost Principles. (For-profit entities and hospitals follow different cost principles – see FAR 31.2, and 2 C.F.R. Part 200b Appendix IX, respectively; and certain nonprofit organizations are exempted from the cost principles in Subpart E, see 2 C.F.R. Part 200 Appendix VIII).

Unallowable cost items that may be of particular relevance for DOJ-funded programs are highlighted below.

Land Acquisition

DOJ grant funds may not be used for land acquisition. See, e.g., 34 U.S.C. 10233.

Compensation of Federal Employees

This category of unallowable costs includes salary payments, consulting fees, or other compensation to full-time Federal employees.

Travel of Department of Justice (DOJ) Employees

Award funds may not be spent on transportation, lodging, subsistence, and related travel expenses of agency DOJ employees.

Bonuses or Commissions

Recipients and subrecipients cannot pay any bonus or commission to any individual or organization to obtain approval of an application for award assistance.

Distribution of earnings in excess of costs, such as when used for bonuses and commissions for certain positions for non-profit organizations, may be unallowable. See 2 C.F.R. § 200.430(h).

☒ ACTION ITEM

Be sure to check the award package to determine which salaries, fringe benefits, and other personnel costs are allowable under the specific award.

Lobbying

Recipients and subrecipients must comply with the provisions in 2 C.F.R. § 200.450 (Lobbying) and 18 U.S.C. 1913, as appropriate. Also, see Chapter 2.1 of this *Guide* for more specifics about restrictions on lobbying.

- The lobbying cost prohibition applies to all award recipients and subrecipients.
- Award funds cannot be used for the following purposes:
 - ▶ Attempting to influence the outcome of any Federal, State, or local election, referendum, initiative, or

III. Postaward Requirements

3.13 UNALLOWABLE COSTS

- similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;
- Establishing, administering, contributing to, or paying for the expenses of a political party, campaign, political action committee, or other organization established to influence the outcome of elections;
 - Attempting to influence (a) the introduction of Federal or State legislation; or (b) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), (c) the enactment or modification of any pending Federal or State legislation by preparing, distributing, or using publicity or propaganda, or by urging members of the general public, or any segment thereof, to contribute to or participate in any mass demonstration, march, rally, fund raising drive, lobbying campaign or letter writing or telephone campaign, or (d) with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
 - Engaging in or supporting the development of publicity or propaganda designed to support or defeat legislation pending before legislative bodies;
 - Paying, directly or indirectly, for any personal service, advertisement, telephone, letter, printed or written matter, or other device, intended or designed to influence a member of Congress or of a State legislature to favor or oppose, by vote or otherwise, any legislation or appropriation by either Congress or a State legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation;
 - Engaging in legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried out in support of or in knowing preparation for an effort to engage in unallowable lobbying;
 - Paying a publicity expert for purposes unallowable under the anti-lobbying rules; or
 - Attempting to improperly influence, either directly or indirectly, an employee or officer of the executive branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter.
- The Anti-Lobbying Act, 18 U.S.C. § 1913, contains significant restrictions on the use of appropriated funding for lobbying.
 - These anti-lobbying restrictions are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per each individual occurrence of lobbying activity.
 - These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. § 1352.
 - All recipients must understand that no federally appropriated funding made available under the grant program may be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express approval of DOJ.
 - Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB guidance.
 - Any question(s) relating to the lobbying restrictions should be submitted in writing to the DOJ agency's ethics official (typically in the awarding DOJ agency's Office of the General Counsel) through the DOJ program manager.

III. Postaward Requirements

3.13 UNALLOWABLE COSTS

► OVW SPECIFIC TIP

OVW has some programs with purpose areas that expressly authorize “developing and promoting state, local, or tribal legislation and policies that enhance best practices for responding to domestic violence, dating violence, sexual assault, and stalking.” Recipients with questions on specific authorized activities should contact their grant manager.

Fundraising

The costs of organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions may not be charged as direct or indirect costs against awards. However, certain fundraising costs for meeting the Federal program objectives may be allowable with the prior approval of the DOJ awarding agency. See 2 C.F.R. § 200.442 for more details.

- The portion of a person’s salary that covers time spent engaged in unallowable fundraising, and any indirect costs associated with those salaries, may not be charged to the award.
- An organization may accept donations (e.g., goods, space, services) towards fundraising, as long as the value of the donations is not charged as a direct or indirect cost to the award.
- Nothing in this section should be read to prohibit a recipient from engaging in fundraising activities, as long as such activities are not financed by Federal or matching funds.

Corporate Formation

The cost for corporate formation (startup costs) may not be charged as either direct or indirect costs against the award except with prior approval from the awarding DOJ agency. See 2 C.F.R. 200.455.

► OVW SPECIFIC TIP

OVW’s Grants to Tribal Domestic Violence and Sexual Assault Coalitions may allow for corporate formation costs to be charged directly to the award.

Other Unallowable Costs

Other categories of unallowable costs include:

- Entertainment, including amusement, diversion, social activities, and any associated costs (e.g., gifts, tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable. Certain exceptions may apply when such costs have a specific and direct programmatic purpose and have been approved by the awarding DOJ agency (2 C.F.R. 200.438);
- Fines and penalties, except when incurred as a result of compliance with specific provisions of an award or contract, or with prior written approval from the awarding DOJ agency (2 C.F.R. 200.441);
- Honoraria is unallowable when the primary intent is to confer distinction on, or to symbolize respect, esteem, or admiration for the recipient of the honorarium. A payment for services rendered, such as a speaker’s fee under an award is allowable.
- Bar charges/alcoholic beverages (2 C.F.R. 200.423), and
- Membership fees to organizations whose primary activity is lobbying (2 C.F.R. 200.454(c))

III. Postaward Requirements

3.13 UNALLOWABLE COSTS

► OJP SPECIFIC TIP

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and all accompanying accessories to support UAS or UAV is unallowable.

Costs Incurred Outside the Project Period

Any costs that are incurred either before the start of the project period or after the expiration of the project period (except for closeout costs, see 2 C.F.R. 200.472(b)) are not allowable, unless written approval covering these costs is granted by the awarding DOJ agency. See Section 3.2, Period of Availability of Funds.

APPENDIX E

Sub-recipient Disclosure under 2 CFR 200

See attached.

APPENDIX F

Compliance with Equal Employment Opportunity Plan (EEOP) Requirement Certification Form

See Attached:

- Municipality receiving less than \$25,000 must complete Section A;
- Municipality receiving more \$25,000 and less than \$500,000 must complete Section B;
- Municipality receiving more than \$500,000 must complete Section C.

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:	
Address:	
Is agency a; ☐ Direct or ☐ Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? ☐ Yes ☐ No
DUNS Number:	Vendor Number (only if direct recipient)
Name and Title of Contact Person:	
Telephone Number:	E-Mail Address:

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| ☐ Less than fifty employees. | ☐ Indian Tribe | ☐ Medical Institution. |
| ☐ Nonprofit Organization | ☐ Educational Institution | ☐ Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title	Signature	Date
------------------------------	-----------	------

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title	Signature	Date
------------------------------	-----------	------

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title	Signature	Date
------------------------------	-----------	------

If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list, including, name, address and DUNS # of each such sub-recipient.

If additional space is necessary, please duplicate this page.

INSTRUCTIONS

Completing the Certification Form Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three. If recipient completes Section A *or* C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Section D

Recipients that (1) receive a single award over \$500,000; *and* (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

APPENDIX G

Certification of Compliance with 8 U.S.C. 1373 & 1644

See attached:

- Local Government:
- Template for use by the Chief Legal Officer of the Local Government

APPENDIX H

Debarment Certification

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
FOR**

Contractor: _____
Contract: _____
Contract Term: _____

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

“proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

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

EXECUTION

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

WITNESSES:

CONTRACTOR

By: _____

Dated: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

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

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

APPENDIX I

Lobbying Certification

1. LOBBYING

As required by 31 U.S.C. 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. 1352.



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **January 27, 2025**

Item No. E.

General Description: State Earmark Grant Award - Swan Lake Drive (Gateway Sub)

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: State Earmark Grant Award – Swan Lake Drive (Gateway Sub)
DATE: January 21, 2025

I concur with the recommendation of Roberto Scappaticci, DPW Director and Steve Hitchcock, City Attorney and respectfully request that Council authorize the Mayor and Clerk to enter into the attached contract with the State of Michigan, for the receipt of a legislative sponsorship grant, in the amount of \$1,000,000.00. This appropriation has been allocated for road repairs to Swan Lake Drive, in the Gateway Subdivision.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to enter into the attached contract with the State of Michigan, for the receipt of a legislative sponsorship grant, in the amount of \$1,000,000.00. This appropriation has been allocated for road repairs to Swan Lake Drive, in the Gateway Subdivision.

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Mayor Robert A. McCraight

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

CC: Honorable City Council
Don Straub, Assistant Director, Department of Public Works

DATE: January 15th, 2024

SUBJECT: State Earmark Grant Award – Swan Lake Drive (Gateway Sub)

Dear Mayor,

The Department of Public Works is requesting approval of a contract between the City and the State of Michigan for receipt of a legislative sponsorship grant, in the amount of \$1,000,000.00. This appropriation of funds has been allocated for road repairs to Swan Lake Drive, in the Gateway Subdivision.

The Contract with the state will be in effect from the date of award through the estimated construction completion date. Funds will be paid on a milestone basis, with lump sums of \$500,000.00 paid as an initial payment and a second payment as the initial payment becomes fully expended.

This Contract has been reviewed and approved by the City Attorney, Steve Hitchcock.

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

Sincerely,



Roberto J. Scappaticci, Director of Public Works

\\ch-it-file-srv2\shared\public works\administrative\admin documents\2025 memos\memo to council swan lake earmark.docx

MICHIGAN DEPARTMENT OF TRANSPORTATION

CITY OF ROMULUS

CONTRACT

This Contract is made and entered into between the Michigan Department of Transportation (MDOT), of 425 West Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909, and the City of Romulus (AGENCY), of 12600 Wayne Road, Romulus, Michigan 48174, in accordance with 2024 Public Act 121, Sections 250 and 1111, effective July 24, 2024, for the purpose of establishing the amount of the Legislative Earmark (EARMARK) to the AGENCY, and setting forth the services to be provided as a result of such earmark. The sponsor of this EARMARK is State Representative Reggie Miller as shown in Appendix B.

The EARMARK is to be expended on approved projects. MDOT is responsible for administering these funds.

MDOT and the AGENCY recognize and affirm that the funds provided under this Contract shall not be used for any purpose other than those provided in 2024 Public Act 121, and as provided herein. No funds may be expended prior to October 1, 2024, unless approved by the State Budget Office, and no expenditures shall be reimbursed outside of the PROJECT purpose. All funds shall be awarded and project completed by September 30, 2029, any unspent funds will be returned to the state treasury at that time. This Contract must be executed by June 1, 2025 or the grant funds will be returned to the state treasury. An extension may be granted by the state budget director.

This Contract sets forth a grant from MDOT to the AGENCY for the completion of the reconstruction of Swan Lake Drive from Doral Drive to Sand Piper Drive (PROJECT).

The Parties agree that:

The AGENCY will:

1. Undertake and complete the PROJECT in accordance with the terms and conditions of this Contract.
2. The PROJECT cost will be paid for by EARMARK funds. EARMARK funds will be applied to the PROJECT costs at a participation ratio of 100 percent up to an amount not to exceed 1,000,000. The AGENCY will be responsible for all costs in excess of the funds shown above.

3. The AGENCY must request payment by submitting a Request for Payment Form (Exhibit A) and a Project Cost Reporting & Certification Form (Exhibit B) to MDOT annually and upon completion of the PROJECT.

The AGENCY agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The AGENCY also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

4. Certify that the PROJECT shall be in compliance with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and the local government(s) in the area(s) in which the PROJECT is performed and obtain all permits, licenses, and other authorizations that are required for the performance of the PROJECT.
5. Ensure that any unspent or misused above-mentioned funds at PROJECT completion are lapsed back to the EARMARK Fund.
6. For auditing processes, all records, including executed contracts, are to be maintained for seven years from the date of the project completion date. MDOT, or its representative, may inspect, copy, or audit the records at any reasonable time after giving reasonable notice. The AGENCY shall respond to all reasonable information requests from MDOT related to PROJECT expenditures and retain PROJECT records for a period of not less than seven years, and the PROJECT may be subject to monitoring, site visits, and audits as determined by MDOT.
7. If the construction of the PROJECT is to be contracted, certify that the contracting procedures followed in connection with the administration of the construction contract for the PROJECT were based on an open competitive bid process and that the construction contract for the PROJECT was publicly advertised and awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State and local statutes, regulations, and ordinances. Selection of Consultants and subcontracts will be in conformance with the AGENCY's contracting process.
8. If the construction of the PROJECT is to be contracted, ensure the contractor who is awarded the contract for the construction of the PROJECT has the appropriate bonds/liability insurance.
9. MDOT will make payments on a milestone basis, with lump sum payments to be made upon the accomplishment of defined milestones, as set forth below, and will not exceed the maximum amount in Section 2.

	Milestones	
Receipt of Exhibit A (Initial Payment)	\$500,000	50%
Initial Payment has been fully expended (Final Payment)	\$500,000	50%
<u>Total</u>	<u>\$1,000,000</u>	<u>100%</u>

10. MDOT may conduct a follow-up review of work activity.

IT IS FURTHER AGREED THAT:

11. 2004 Public Act 533 requires that payments under this Contract be processed by electronic funds transfer (EFT). The AGENCY is required to register to receive payments by EFT at SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).
12. Each party to this Contract will remain responsible for any claims arising out of the performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Contract.

MDOT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to the Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

13. The parties will consider the PROJECT to be complete when certified by the agency. This certification is not intended to nor does it relieve the AGENCY of any of its obligations and responsibilities herein.
14. This Contract will be in effect from the date of award through the estimated construction completion date on Exhibit A. All documented costs associated with this project are eligible for reimbursement, not to exceed the amount shown in Section 2 of this Contract.
15. Prior to expiration, the time for completion of performance under this Contract may be extended by MDOT upon written request and justification from the AGENCY. Upon approval and authorization by MDOT, a written time extension amendment will be prepared and issued by MDOT. Any such extension will not operate as a waiver by MDOT of any of its rights herein set forth.

16. In connection with the performance of SERVICES under this Contract, the AGENCY (hereinafter in Appendix A referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, dated June 2011. This provision will be included in all subcontracts relating to this Contract.
17. This Contract may be terminated at such time as may be agreed upon by both parties or by either party giving thirty (30) days written notice to the other party. Furthermore, it may be modified at any time as agreed upon by both parties. In the event, the AGENCY terminates this Contract; it will make full repayment to MDOT.
18. Failure to submit all required forms and/or failure to comply with Contract terms may result in withholding of future Act 51 funds.
19. In case of any discrepancies between the body of this Contract and any exhibits hereto, the body of this Contract will govern.

20. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the AGENCY and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the AGENCY, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF ROMULUS

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director



APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011



APPENDIX B

31ST DISTRICT
STATE CAPITOL
P.O. BOX 30014
LANSING, MI 48909-7514

MICHIGAN HOUSE OF REPRESENTATIVES

REGGIE MILLER

STATE REPRESENTATIVE

PHONE: (517) 373-0159
FAX: (517) 373-5893
ReggieMiller@house.mi.gov

October 17, 2024

Jennifer L. Flood
State Budget Director
111 South Capitol Avenue
Lansing, MI 48910

Director Wieferich
Department of Transportation
425 W. Ottawa Street
Lansing, MI 48909

Dear Directors:

SUBJECT: Legislative Sponsorship of Public Act 121 of 2024 Grant

In accordance with Public Act 121 of 2024, Article 15, Section 1111, I am pleased to sponsor the grant identified below and I certify that this grant is for a public purpose.

The following information summarizes the grant I am sponsoring:

GRANT SUMMARY

Grant Recipient:	City of Romulus
Grant Amount:	\$1,000,000.00
Boilerplate Section:	Article 15, Sec. 1111(2)(dd)
Authorizing Grant	
Boilerplate Language:	(2)(dd) From the funds appropriated in part 1 for Michigan enhancement grants, the department shall allocate \$1,000,000.00 for road repair to a city with a population between 25,170 and 25,180 according to the latest federal decennial census.
Public Purpose:	For much-needed repairs to local roads in the City of Romulus which has increased truck traffic due to its proximity to an international airport.

Please see attachments for completed grant application form and grant project budget which provide additional detail and contact information for the grant recipient. My office is available for questions should they arise.

Sincerely,

Representative Reggie Miller

REQUEST FOR PAYMENT - EXHIBIT A LOCAL AGENCY PROGRAMS

In order to receive payment, this form must be completed and returned to MDOT Local Agency Programs. E-mail completed form to Kristen Sullivan at SullivanK4@Michigan.gov.

CONTRACT NUMBER	
GRANTEE	
ROUTE NAME	
LOCATION DESCRIPTION	
ESTIMATED CONSTRUCTION COMPLETION DATE	
APPROVED GRANT AMOUNT	
ESTIMATED PROJECT BUDGET	
SPONSOR NAME	

AMOUNT OF PAYMENT REQUEST	
---------------------------	--

CERTIFICATIONS

I certify that the PROJECT complies with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and the local government(s) in the area(s) in which the PROJECT is performed; and further, that all permits, licenses, and other authorizations required for the performance of the PROJECT will be obtained.

FOR CONTRACTED PROJECTS: I certify that the construction contracting procedures followed for the PROJECT will be based on an open competitive bid process; and further, that the construction contract for the PROJECT will be publicly advertised and awarded based on the lowest responsive and responsible bid, in accordance with applicable State and local statutes, regulations, and ordinances.

If this PROJECT will be contracted, initial here

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		PRINTED NAME AND TITLE	
AGENCY FEDERAL ID NUMBER	E-MAIL ADDRESS	PHONE NUMBER	DATE
AGENCY ADDRESS			
VENDOR NUMBER IN SIGMA VSS <i>(If known)</i>			
INITIAL PAYMENT			
FINAL PAYMENT - If the initial 50% of the payment has been fully expended, initial here			
TIME EXTENSION <i>(Requested SBO approval, if applicable)</i>			

FOR MDOT USE ONLY

RECEIVED AND REVIEWED BY MDOT LOCAL AGENCY ANALYST	DATE
--	------

PROJECT COST REPORTING AND CERTIFICATION - EXHIBIT B LOCAL AGENCY PROGRAMS

Complete and return this form annually by November 1st AND within 30 days of completion of the project and final payment of construction costs. E-mail completed form to Kristen Sullivan at SullivanK4@Michigan.gov.

CONTRACT NUMBER	
GRANTEE	
ROUTE NAME	
LOCATION DESCRIPTION	

(1) Total Eligible Project Costs	\$
(2) Total Grant Amount	\$
(3) Unspent Balance of Grant	\$
(1) Total Eligible Project Costs	\$
(2) Total Grant Amount	\$
(3) Total Unspent Funds To Be Returned To MDOT (Total original grant amount <u>minus</u> the total eligible costs.)	\$

CERTIFICATIONS

(1) I certify that the PROJECT is being or has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

(2) I certify that the final costs reported with this form are accurate and that all items for which payment has been requested are eligible for payment with the grant funds.

(3) If construction of the project was contracted, I certify that the contracting procedures followed in connection with the administration of the construction contract for the PROJECT were based on an open competitive bid process and that the construction contract for the PROJECT was publicly advertised and awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State and local statutes, regulations, and ordinances.

If this project was constructed by force account, initial here .

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		PRINTED NAME & TITLE	
AGENCY FEDERAL ID NUMBER	E-MAIL	PHONE NUMBER	DATE

FOR MDOT USE ONLY

RECEIVED BY MDOT LOCAL AGENCY PROGRAM ENGINEER	DATE
--	------

CITY OF ROMULUS
RESOLUTION #25-_____

PRESENT: _____

ABSENT: _____

At a regular meeting of the City of Romulus City Council held in the Romulus City Hall on _____, 2025, the following resolution was offered by Councilperson _____ and supported by Councilperson _____:

WHEREAS, the City of Romulus (the “City”) in accordance with Public Act 121, Section 250 and 1111, effective July 24, 2024 which establish a Legislative Earmark to the City of Romulus in the amount of \$1,000,000 for the completion of the reconstruction of Swan Lake Drive from Doral Drive to Sand Piper Drive, (“Work”); and

WHEREAS, the Michigan Department of Transportation (“MDOT”) is responsible for administration of the Earmark, and has presented the City Contract No. 24-5565 for the Work.

THEREFORE, the City Council:

1. Approves Contract No: 24-5565 (the “Contract”) with MDOT; and
2. Authorizes the Mayor and the Clerk to execute the Contract on behalf of the City.

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 January 27, 2025.

Ellen Craig-Bragg
City Clerk

From: [Steve Hitchcock](#)
To: [Scappaticci, Roberto](#)
Cc: [Marcell, Bobbie](#); [Straub, Donald](#)
Subject: RE: FY 25 State Earmark 24-5565
Date: Wednesday, January 15, 2025 12:22:18 PM
Attachments: [Resolution - City Council - Completion of Reconstruction.pdf](#)

Roberto,
I am fine with the agreement and recommend it for Council consideration. Attached is a resolution for the Council meeting.

Steve Hitchcock

Giarmarco, Mullins & Horton, P.C.
Tenth Floor Columbia Center
101 West Big Beaver Road
Troy, Michigan 48084-5280
Phone: (248) 457-7024
Fax: (248) 404-6324
Email: sjh@gmhlaw.com
www.gmhlaw.com

From: Scappaticci, Roberto <rscappaticci@romulusgov.com>
Sent: Tuesday, January 14, 2025 4:45 PM
To: Steve Hitchcock <sjh@gmhlaw.com>
Cc: Marcell, Bobbie <bmarcell@romulusgov.com>; Straub, Donald <dstraub@romulusgov.com>
Subject: FW: FY 25 State Earmark 24-5565

Steve,

Please review and offer your recommendation for approval of this contract with SOM as soon as possible. I have reviewed and agree.

Thanks!

Roberto J. Scappaticci, S-1
Director, Department of Public Works
City of Romulus
12600 Wayne Road
Romulus MI 48174
rscappaticci@romulusgov.com
Office Phone: 734-955-8752



From: MDOT-eAgreements [<mailto:MDOT-eAgreements@michigan.gov>]
Sent: Tuesday, January 14, 2025 9:20 AM

To: Scappaticci, Roberto <rscappaticci@romulusgov.com>; Straub, Donald <dstraub@romulusgov.com>

Cc: Sullivan, Kristen (MDOT) <SullivanK4@michigan.gov>

Subject: FY 25 State Earmark 24-5565

RE: Contract Number: 24-5565

Location: Swan Lake Road

Attached is the contract 24-5565 for the Fiscal Year (FY) 2025 State Earmark approved per 2024 Public Act 121.

If you have questions on the content of this contract, or revisions are required, please contact Kristen Sullivan, Local Agency Programs at SullivanK4@Michigan.gov or 517-335-1209.

1. If this contract meets with your approval, prepare a certified resolution. The resolution should include:
 - The Contract Number 24-5565
 - The name of official(s) authorized to sign the contract.
2. Email completed Exhibit A and the required certified resolution including the email address(es) of authorized signer(s) within 45 days from the date of this e-mail notification to MDOT-eAgreements@Michigan.gov. The agreement will then be sent to official(s) authorized to sign through the State of Michigan eSignature system to execute the contract.
3. Failure to execute the contract by June 1, 2024 will result in grant funds being returned to state treasury.

The official(s) authorized to sign will be notified through the State of Michigan eSignature system when the agreement is executed and available to download.

Once executed, MDOT staff will begin to process your first half of funds payment. Please contact Kristen Sullivan if you have questions about the payment process.

Attachment

Thank you,
Lynnette Firman



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **January 27, 2025**

Item No. F.

General Description: Request for Moratorium Resolution - Diesel and Gas Filling Stations

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Request for Moratorium Resolution -
Diesel and Gas Filling Stations
DATE: January 22, 2025

I concur with the recommendation of Stephen J. Hitchcock, City Attorney, and respectfully request that Council adopt a resolution for a moratorium directing the City Planner and Planning Commission not accept nor process any requests for fueling stations for a period of one (1) year from today's date except for applications filed and fees paid prior to the date of this resolution within the last nine (9) months.

Motion by _____, supported by _____, to adopt a resolution for a moratorium directing the City Planner and Planning Commission not accept nor process any requests for fueling stations for a period of one (1) year from today's date except for applications filed and fees paid prior to the date of this resolution within the last nine (9) months.

Troy ▼ Lansing ▼ Detroit ▼ Munising

Direct Dial: (248) 457-7024

Email: sjh@gmhlaw.com

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
Jordyn M. Hawk
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
Courtney Q. Moore
Timothy J. Mullins

Allison Nalette
David A. Occhiuto
Sean L. Parent
Ryan L. Perry
Katherine E. Ross
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. Gorceyca
Albert Taylor Nelson, Jr.
Peter J. Sarkesian

January 17, 2025

Mayor Robert McCraight
City of Romulus
11111 Wayne Rd.
Romulus, MI 48174

Re: Moratorium on Diesel and Gas Filling Stations

Dear Mayor:

I recommend Council consider at their January 27, 2025, meeting a resolution for a moratorium on all planning administration and commission's processing of any approvals for diesel and/or gas filling stations for a period of one (1) year. The City would not receive requests for diesel and/or gas fueling stations for a period of one (1) year.

There are currently twenty-six (26) diesel and gas filling stations license in the City of Romulus. There is great interest in such facilities in the City because of the location of the airport. Nationally, there is a reduction in the traditional gas station and more interest in the large facilities providing fuel and other products.

Some of the corridors of the City already have a large number of stations in close proximity to each other.

Staff would like some time to consider and recommend to the Planning Commission and Council changes to the Zoning Ordinance to better control going forward the numbers and locations of fueling stations.

Council has authority to pause processing of applications for such facilities for a reasonable time to allow staff to focus on reviewing and recommending changes.

Therefore, I recommend that Council consider a one (1) year moratorium as follows:

Resolved that the City Planner and Planning Commission not accept nor process any requests for fueling stations for a period of one (1) year from today's date except for applications filed and fees paid prior to the date of this resolution within the last nine (9) months.

Should you have any questions please let me know.

Very truly yours,

A handwritten signature in black ink, appearing to read "Stephen J. Hitchcock", written in a cursive style.

Stephen J. Hitchcock

SJH/ss

cc: Mayor Robert McCraight, Ellen Craig-Bragg, Julie Wojtylko, Jeff Kemp, Kevin Krause and Carol Maise



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **January 27, 2025**

Item No. G.

General Description: Introduction of Budget Amendment 24/25-13

Resolution No. _____

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

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

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 24/25-13
DATE: January 13, 2025

I am hereby requesting introduction of Budget Amendment 24/25-13 to fund the dispatcher overtime GL to cover cost from July 1, 2024 through June 30, 2025.

Motion by _____, supported by _____ to concur with the administration and introduce Budget Amendment 24/25-13 to fund the dispatcher overtime GL to cover cost from July 1, 2024 through June 30, 2025.

Memorandum

To: Mayor Robert A. McCraight
From: Gary Harris, Assistant Finance Director
Date: January 10, 2025
Re: Budget Amendment 24/25-13

Attached please find a copy of requested Budget Amendment 24/25-13 to be added to the agenda for the January 27, 2025 City Council meeting.

This budget amendment is to increase 101-325-710.000 (General Fund-Dispatch Communications-Overtime) in the amount of \$97,800.00 to cover the cost of overtime for dispatchers for fiscal year 2024/2025 (July 1, 2024-June 30, 2025).

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

Memorandum

To: Maria Farris, Finance Director
From: Nicole Harris, Patrol Operations Captain
Date: January 09, 2025
Re: Budget Amendment

Attached please find a request for a budget amendment to cover cost associated with dispatch overtime for the January 27th, 2025 City Council meeting.

This budget amendment is to transfer funds from General Fund- Fund Balance 101-000-390.000 to General Fund – Dispatch Communications - Overtime 101-325-710.000 in the amount of \$97,000.00.

Budgeting for dispatch overtime was an oversight on my part and was identified during projections for the FY 25/26 budget. The increase in overtime for FY 24/25 is solely due to the implementation of emergency medical dispatching (EMD), which requires a minimum of two personnel in the dispatch center. We are now fully staffed with nine dispatchers, which is why you will see a sharp decrease in costs starting in November 2024.

If you should have any additional questions, please feel free to reach out.

BUDGET AMENDMENT FORM			
INCREASE		DECREASE	
Account Number /Name	Amount	Account Number /Name	Amount
101-325-710.000 Dispatch Communications Overtime	\$ 97,800	101-000-390.000 Fund Balance	\$ 97,800
TOTAL	\$ 97,800	TOTAL	\$ 97,800
PURP(To fund the dispatcher overtime GL to cover cost from July 1, 2024- June 30th, 2025			
DATE: <u>1/9/2025</u>		GPH 1/10/2025	
Department Head Signature: <u><i>Ruole Harris</i></u>			
Mayor's Authorization: <u><i>BB</i></u>			

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

MEMORANDUM

TO: Mayor Robert A. McCraight
FROM: Finance Department
DATE: 01/10/2025 GPH
SUBJECT: Budget Amendment 24/25-13

<u>FUND/DEPT.</u> <u>ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT</u> <u>BALANCE</u>	<u>AMENDMENT</u>	<u>AMENDED</u> <u>BUDGET</u>
101-325 General Fund-Dispatch				
<u>Expense</u>				
101-325-710.000	Repair & Maintenance	-	97,800	97,800
<u>Fund Balance</u>				
101-000-390.000	Fund Balance	13,469,299	97,800	13,371,499

To fund the dispatcher overtime GL to cover cost from July 1, 2024- June 30th, 2025



City of Romulus

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

Council Meeting Held: **January 27, 2025**

Item No. A.

General Description: Second Reading and Final Adoption Budget Amendment 24/25-11

Resolution No. _____

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

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

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

Tina Talley, Councilwoman

William Wadsworth, Councilman

Celeste Roscoe, Councilwoman

Kathleen Abdo, Councilwoman

Harry Crout, Councilman



CITY COUNCIL AGENDA ITEM REQUEST FORM

Submitted to: Choose an ite

Date Submitted:

Submitted by:

Department:

Council Meeting of:

TITLE/DESCRIPTION OF ITEM

ACTION REQUESTED

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

RECOMMENDED RESOLUTION/ACTION

City of Romulus

11111 Wayne Road

Romulus, MI 48174

(734) 942-7500

www.romulusgov.com

OFFICE USE ONLY

Approved for Council Agenda: ☐

AGENDA ITEM # .

BUDGET AMENDMENT FORM

INCREASE		DECREASE	
Account Number /Name	Amount	Account Number /Name	Amount
247-728-980.000 Project Cost	\$ 473,773	247-728-390.000 Fund balance	\$ 473,773
TOTAL	\$ 473,773	TOTAL	\$ 473,773

PURPOSE:

To recognize expenses for the installation of street lighting along Wick Road and
Vining. Approved by TIFA Resolution # 24-TIFA-1178

DATE: 12/20/2024

Department Head Signature:



MEF 12/20/24

Mayor's Authorization:



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

MEMORANDUM

TO: Mayor Robert A. McCraight
FROM: Finance Department
DATE: 12/20/2024 MEf
SUBJECT: Budget Amendment 24/25-11

<u>FUND/DEPT.</u> <u>ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT</u> <u>BALANCE</u>	<u>AMENDMENT</u>	<u>AMENDED</u> <u>BUDGET</u>
247-728 TIFA				
<u>Expense</u>				
247-728-980-000	Project Cost	-	473,773	473,773
				-
<u>Fund Balance</u>				
247-728-390.000	Fund Balance	-	13,791,354	13,317,580

To recognize expenses for the installation of street lighting along Wick Road and Vining. Approved by TIFA Resolution # 24-TIFA-1178



City of Romulus

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

Council Meeting Held: **January 27, 2025**

Item No. B.

General Description: Second Reading and Final Adoption of Budget Amendment 24/25-12

Resolution No. _____

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

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

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

Tina Talley, Councilwoman

William Wadsworth, Councilman

Celeste Roscoe, Councilwoman

Kathleen Abdo, Councilwoman

Harry Crout, Councilman



CITY COUNCIL AGENDA ITEM REQUEST FORM

Submitted to: Choose an ite

Date Submitted:

Submitted by:

Department:

Council Meeting of:

TITLE/DESCRIPTION OF ITEM

ACTION REQUESTED

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

RECOMMENDED RESOLUTION/ACTION

City of Romulus

11111 Wayne Road

Romulus, MI 48174

(734) 942-7500

www.romulusgov.com

OFFICE USE ONLY

Approved for Council Agenda: ☐

AGENDA ITEM # .

BUDGET AMENDMENT FORM

INCREASE		DECREASE	
Account Number /Name	Amount	Account Number /Name	Amount
211-000-971.000 Capital Outlay	\$ 9,500.00	211-000-376.000 Fund Balance	\$15,000
211-000-930.000	\$5,500.00		
TOTAL	\$ 15,000	TOTAL	\$ 15,000

PURPOSE:

To cover cost associated for studio camera package and equipment maintenance contract for TEL Sytems.

DATE: 12/19/2024

Department Head Signature: _____

Mayor's Authorization: _____

GPH 12/23/24

[Handwritten Signature]

[Handwritten Signature]

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

MEMORANDUM

TO: Mayor Robert A. McCraight
FROM: Finance Department
DATE: 12/23/2024 GPH
SUBJECT: Budget Amendment 24/25-12

<u>FUND/DEPT. ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT BALANCE</u>	<u>AMENDMENT</u>	<u>AMENDED BUDGET</u>
211-000 Cable				
<u>Expense</u>				
211-000-930.000	Repair & Maintenance	3,000	5,500	8,500
211-000-971.000	Capital Outlay	8,759	9,500	18,259
<u>Fund Balance</u>				
211-000-376.000	Fund Balance / PEG Fees	1,265,442	15,000	1,250,442

To cover costs associated with a cable studio camera package and an equipment maintenance contract for existing audio/visual equipment in the council chambers



December 10, 2024

City of Romulus
11111 Wayne Rd
Romulus, MI 48174

Re: DTE Street Lighting: New SAD-Vining Rd, Wick Rd, Smith Rd

Attached is the agreement for the street lighting installations associated with the New SAD-Vining Rd, Wick Rd, Smith Rd. A detailed description of the project is outlined in the agreements. Please print **TWO** copies. Please sign **BOTH** copies in the designated areas. A check in the amount of **\$473,773.40** is also required at this time. Please return **BOTH** signed agreements (as well as check made payable to **DTE Energy**) to the following address:

DTE Community Lighting
8001 Haggerty Rd.
Belleville, MI 48111
Attn: Brandon Faron

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
Community Lighting

MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between DTE Electric Company ("Company") and the City of Romulus ("Customer") (collectively referred to as the "Parties") as of December 10, 2024.

RECITALS

A. Customer may, from time to time, request Company to furnish, install, operate and/or maintain street lighting equipment for Customer.

B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

AGREEMENT

1. Master Agreement. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties' agreement as to the terms of a specific street lighting transaction, the Parties shall execute and deliver a Purchase Agreement in the form of the attached Exhibit A (a "Purchase Agreement"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.

2. Rules Governing Installation of Equipment and Electric Service. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of Company's Rate Book for Electric Service (the "Tariff"), Rule C 6.1, Extension of Service (or any other successor provision), as amended and approved by the Michigan Public Service Commission ("MPSC") from time to time.

3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the cost of installing Equipment (as defined in the applicable Purchase Agreement) and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount less than or equal to three (3) years' revenue expected from such Equipment, and less an amount equal to the Post Charge revenue if selected by Customer. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such

suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid, at which point the schedule for completion of the work shall be appropriately modified.

5. Post Charge. For newly installed underground-fed lighting systems of greater than five (5) lights, Customer has the option to select a Post Charge, in lieu of paying all or some of the up-front CIAC Amount, pursuant to the terms of the Purchase Agreement. The Post Charge is a monthly rate, calculated based on the portion of the CIAC Amount that is not paid up front (rounded up to the nearest \$1,000.00 increment).

6. Modifications. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

7. Maintenance, Replacement and Removal of Equipment. In accordance with the applicable Orders of the MPSC, under the Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company. To the extent that Customer or any other local government authority requires Company to obtain any permits in order to perform any maintenance, repair, replacement or restoration of Equipment under this Master Agreement, Company shall not be responsible for any delay or interruption of service due to such permitting requirements. Customer acknowledges that compliance with such permitting requirements may result in additional charges to Customer (including, without limitation, trip charges associated with demobilizing and remobilizing personnel and materials to the worksite in connection with the pendency of required permit applications).

8. Street Lighting Service Rate.

a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time (the "Street Lighting Rate"), the terms of which are incorporated herein by reference.

b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.

9. Contract Term. This initial term of this Master Agreement shall commence upon date of installation and terminate on the later of (a) five (5) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. If the optional Post Charge is selected, the initial term of this Master Agreement shall be the later of (a) ten (10) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial

term, this Master Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) calendar days' prior written notice to the other party. Upon termination of this Master Agreement for any reason, before or after the expiration of the initial term, Company shall have the right to disconnect the Equipment and/or remove any Company-owned equipment and a portion of the Equipment corresponding to the extent to which Customer has not paid in full for the Equipment; provided, however, that Company shall not withdraw service, and Customer shall not substitute another source of service, without at least twelve (12) months' written notice to the other party

10. Customer Obligations upon Termination. In the event that this Master Agreement is terminated before the end of the initial term by Company due to an Event of Default or by Customer for convenience, Customer will promptly pay Company which shall include all of the following:

- a. If applicable, the un-recouped portion of the Company Capital Investment pro-rated for the remainder of the initial three-year period;
- b. If applicable, the aggregate total of remaining Post Charge payments that would have come due over the remainder of the applicable period ten (10) years for Post Charge.
- c. The aggregate total of remaining Luminaire Charge payments that would have been charged over the remainder of the applicable initial contract term;
- d. Any Company costs and expenses associated with disconnecting and de-energizing the Equipment from Company power supply sources; and
- e. The cost incurred by the Company to remove Company's Lighting System and restoration of impacted property as commercially reasonable as possible to its original condition.

11. Design Responsibility for Street Light Installation. Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges Company is not responsible for any compliance or noncompliance with IESNA standards or any issues arising therefrom.

12. New Subdivisions. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%, pursuant to a Purchase Agreement. If Customer wishes to have installation occur prior to 80% occupancy pursuant to a Purchase Agreement, then Customer acknowledges that Customer will be financially responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.), and that the CIAC Amount and schedule for completion of the work shall be appropriately modified.

13. Force Majeure. The obligation of Company to perform this Master Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse

weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

14. Subcontractors. Company may sub-contract, in whole or in part, any of its obligations under this Master Agreement.

15. Waiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Master Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Master Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.

16. Notices. All notices required by this Master Agreement shall be in writing. Such notices shall be sent to Company at **DTE Electric Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111** and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

17. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Master Agreement and to carry out the actions required of it by this Master Agreement; (b) the execution and delivery of this Master Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Master Agreement constitutes a legal, valid, and binding agreement of such party.

18. Miscellaneous.

a. This Master Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Master Agreement must be in writing and signed by both parties.

b. Customer may not assign its rights or obligations under this Master Agreement without the prior written consent of Company. This Master Agreement shall be binding

upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Master Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Master Agreement.

c. A waiver of any provision of this Master Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Master Agreement shall not be deemed a waiver of such party's rights hereunder.

d. The section headings contained in this Master Agreement are for convenience only and shall not affect the meaning or interpretation thereof.

e. This Master Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Master Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.

f. This Master Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

g. The invalidity of any provision of this Master Agreement shall not invalidate the remaining provisions of the Master Agreement.

Company and Customer have executed this Master Agreement as of the date first written above.

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Date: _____

Customer:

City of Romulus

By: _____

Name: _____

Title: _____

Date: _____

SIGN HERE

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of December 10, 2024 between DTE Electric Company ("Company") and the City of Romulus ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated December 10, 2024 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	74403505	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	[Vining Rd, Smith Rd, and Wick Rd-Romulus, MI], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	160	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install fifty-one (51) 40' direct buried Code 73 posts with dual arms, and one hundred six (102) 206w LED luminaires. Install fifty-eight (58) 40' direct buried Code 72 posts with single arm, and fifty-eight (58) 206w LED luminaires. Posts and luminaires to have black finish.	
5. Estimated Total Annual Lamp Charges	\$68,369.38	
6. Estimated Total Annual Post Charges if selected	\$0.00	
7. Annual Finance Charge if selected	See paragraph 14 below	\$ 0.00
8. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$678,881.53
	Revenue credit:	\$205,108.13
	CIAC Amount (cost minus revenue)	\$473,773.40
	Credit for Post Charge, if selected	\$0.00
9. Payment of CIAC Amount:	Due promptly upon execution of this Agreement \$473,773.40	
10. Term of Agreement Special Financing Options are available – Please read stipulations within agreement and if desired check the appropriate box below:	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party. If Post Charge "box" is checked the Customer agrees to following term:	

Post Charge Option ☐ Finance Option ☐	10 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.
11. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) ☐ YES ☒ NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices. 
12. Customer Address for Notices:	City of Romulus 11111 Wayne Rd Romulus, MI 48174

13. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) ☐ YES ☒ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts as provided in Section B below. When replacement equipment or spare parts are installed from Customer's inventory, Company will credit Customer in the amount of the then-current material cost of Company standard street lighting equipment in lieu of which the SOM is being used.

B. Customer will maintain an inventory of at least 0 posts and 0 luminaires and any other materials agreed to by Company and Customer, and will replenish the stock by ordering materials no later than thirty (30) calendar days after the materials are drawn from inventory. Costs of initial inventory are included in this Agreement. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for its costs (including the labor costs associated with Company's management of the supply chain for the SOM) no later than thirty (30) calendar days after receipt of Company's invoice for such costs. Customer acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at N/A. Access to Customer's inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. If Company is unable to access the site during such hours for any reason, Company (i) shall be relieved from any obligation or commitment to complete the work as scheduled, and (ii) may, at its option, procure the inventory itself and have Customer to reimburse Company's costs for doing so. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to Company:

Name: N/A Title: N/A
Phone Number: N/A Email: N/A

Customer will immediately notify Company of any changes in the Authorized Customer Representative. Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by Company.

D. In the event that SOM is damaged by a third party, Company may (but is not required to) pursue a damage claim against such third party for all of Company's costs incurred because of the claim, including all labor and replacement materials. Company will notify Customer as to whether Company will pursue such claim within a reasonable time of the SOM being damaged.

E. In the event that SOM becomes obsolete, discontinued, or incompatible with Company's infrastructure, Customer shall select new alternate SOM that is compatible with Company's then-existing infrastructure. If Customer does not select compatible alternate SOM, Company reserves the right to select compatible SOM that is, in its reasonable judgment, substantially similar, or replace the SOM with standard materials, in either case being entitled to reimbursement from Customer for Company's costs in providing such transition of supply (including internal overhead and labor costs).

F. Should Customer experience, in Company's reasonable judgment, excessive LED equipment failures that are not supported by LED manufacturer warranties, Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of Customer.

14. Special Financing Options

A. Post Charge Option:

For new underground-fed installations of 5 lights or more after May 1, 2019, which require investment in excess of three times the annual revenue at the prevailing rate at the time of installation, the customer may elect to pay a post charge for each increment of \$1,000 investment required above three times the annual revenue.

Effective December 15, 2023 - For each increment of \$1,000 of investment which exceeds three times the annual revenue at the prevailing rate at the time of installation, add to rate per year an additional **\$82.56**.

B. Finance Charge Option:

As an alternative, where the required contribution exceeds \$10,000, upon agreement of the customer and the Company, the customer will pay an additional annual charge of the Company's weighted average cost of capital (6.92%) times the contribution amount in lieu of the cash contribution.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Date: _____

Customer:

City of Romulus

By: _____

Name: _____

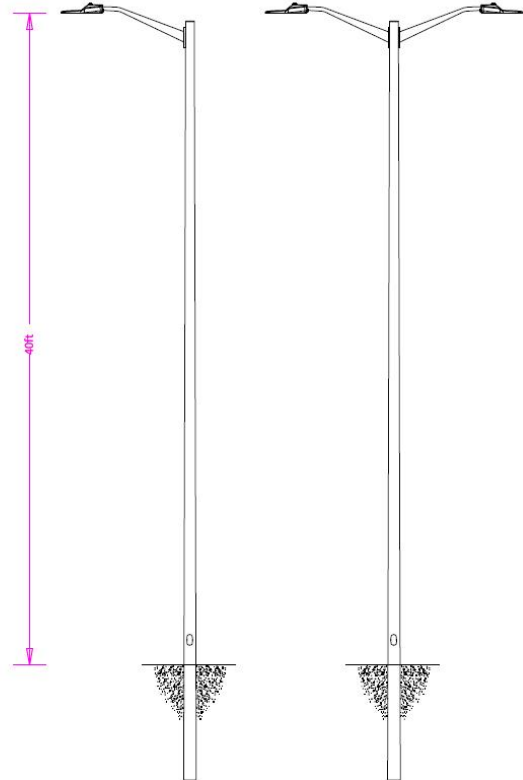
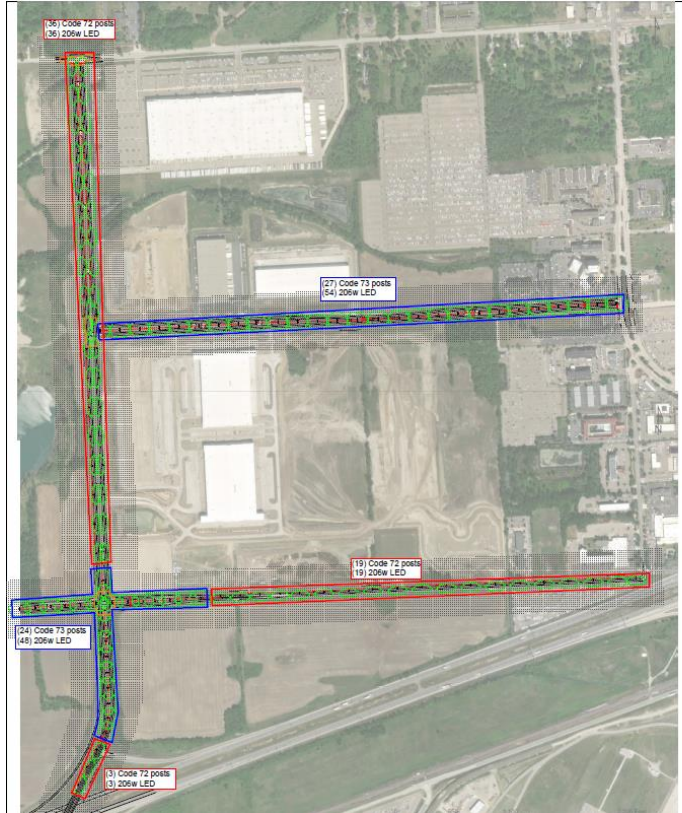
Title: _____

Date: _____

 SIGN HERE

Attachment 1 to Purchase Agreement

Map of Location





City of Romulus

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

Council Meeting Held: **January 27, 2025**

Item No. C.

General Description: First Reading and Introduction to Chapter 36, Article III, adding Section 36-35 to the Romulus Code of Ordinances.

Resolution No. _____

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

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

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

Tina Talley, Councilwoman

William Wadsworth, Councilman

Celeste Roscoe, Councilwoman

Kathleen Abdo, Councilwoman

Harry Crout, Councilman



CITY COUNCIL AGENDA ITEM REQUEST FORM

Submitted to: Choose an ite

Date Submitted:

Submitted by:

Department:

Council Meeting of:

TITLE/DESCRIPTION OF ITEM

--

ACTION REQUESTED

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

RECOMMENDED RESOLUTION/ACTION

--

City of Romulus

11111 Wayne Road

Romulus, MI 48174

(734) 942-7500

www.romulusgov.com

OFFICE USE ONLY

Approved for Council Agenda: ☐

AGENDA ITEM # .

Memo

CONFIDENTIAL

To: Mayor Robert McCraight
From: David F. Greco, Esq.
Date: December 6, 2024
Re: Detention & Identification Ordinance

Mayor McCraight,

I have prepared for your review and presentation to the City Council an amendment to the Code of Ordinances to add a Section requiring individuals to provide their name to Police Officers when they are detained during an investigatory stop under circumstances that reasonably indicate that the person has committed, is committing, or is about to commit a violation of this Code or law of this State. This Ordinance is based upon a decision of the U.S. Supreme Court, *Hiibel v. Sixth Judicial District Court of Nevada, Humboldt County, et. al.*, 124 S.Ct. 2451 (2004). In that case, the Court held that the requirements of Nevada's "stop and identify" law did not violate the Fourth Amendment prohibition against unreasonable searches and seizures, and that the defendant's conviction for refusal to identify himself did not violate his Fifth Amendment right against self-incrimination. A copy of the case being provided to you along with this memo.

To be clear, this obligation to provide a name is only required when a person is detained during an investigatory stop under circumstances that reasonably indicate that the person has committed, is committing, or is about to commit a violation of this Code or law of this State.

If you, your staff, or the City Council have any questions or comments regarding this memo and the attached proposed ordinances, do not hesitate to contact me.

DAVID F. GRECO, ESQ.

Greco Law PLLC

143 Cadycentre, #164

Northville, MI 48167

Tel (248) 380-1975

e-mail: David.Greco@Greco-Law.com

STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF ROMULUS

CONFIDENTIAL

ORDINANCE NO. 2025 - _____

AN ORDINANCE TO AMEND CHAPTER 36 – OFFENSES,
ARTICLE II – OFFENSES AFFECTING GOVERNMENTAL
FUNCTIONS OF THE CODE OF ORDINANCES, CITY OF
ROMULUS, BY ADDING SEC. 36-35 – DETENTION FOR
PURPOSE OF IDENTIFICATION

THE CITY OF ROMULUS ORDAINS:

SECTION 1. Amend the Code of Ordinances of the City of Romulus, by adding
Section 36-35 - Detention for purpose of identification, to Chapter 36, Article II,
which shall read as follows:

Sec. 36-35 - Detention for purpose of identification.

- (1) Any police officer authorized to enforce this Code who encounters a person under circumstances that reasonably indicate that the person has committed, is committing, or is about to commit a violation of this Code or law of this State, may detain the person pursuant to this Section to ascertain the person's identity. Any person so detained shall upon request of the officer state their full name and the proper spelling thereof or, if the person so elects, communicate it to the officer by other effective means. A person detained pursuant to this Section may not be compelled to answer any other inquiry of the officer, except as otherwise required by law.
- (2) Failure to comply with this section shall subject the person to arrest for a violation of Section 36-33 of this Code for interfering, obstructing, resisting, or hindering an officer in the discharge of their duties only if the person refuses or otherwise fails to comply with the officer's request for identification after the person has been personally advised by an officer of their obligation to identify themselves pursuant to this Section.
- (3) Nothing in this Section shall be construed to limit any lawful conduct of a police officer in questioning a suspect or witness or be construed to affect any other lawful arrest or detention powers of an officer.
- (4) Nothing in this section shall be construed to obviate or affect the enforcement of any other legal requirement of a person to provide identification to an officer under other local ordinances or laws of this state.

SECTION 3. SEVERABILITY. If any Section, subsection, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion of this ordinance, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. SAVINGS. All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect are saved and may be consummated according to the law in force when they are commenced.

SECTION 5. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be effective upon the passage by the City Council and the publication of the Ordinance in accordance with the Charter of the City of Romulus and the statutes of the State of Michigan.

ADOPTED, APPROVED, AND PASSED by the City Council of the City of Romulus this ____ day of ____, 2025.

Ordinance 111

ROBERT A. MCCRAIGHT, Mayor

ELLEN L. CRAIG-BRAGG, Clerk

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council of the City of Romulus at a regular Council Meeting held in the City Council Room in said City on the ____ day of ____, 2025.

ELLEN L. CRAIG-BRAGG, Clerk

I further certify that the foregoing was published in Associated Newspaper "The Eagle", a newspaper of general circulation in the City of Romulus, on the ____ day of ____, 2025.

ELLEN L. CRAIG-BRAGG, Clerk

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

Introduced:

Adopted:

Published/Effective:

CONFIDENTIAL



City of Romulus

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

Council Meeting Held: **January 27, 2025**

Item No. D.

General Description: First Reading and Introduction of TA-2024-003; a proposed text amendment to Section 3.06 of the Romulus Zoning Ordinance.

Resolution No. _____

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

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

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

Tina Talley, Councilwoman

William Wadsworth, Councilman

Celeste Roscoe, Councilwoman

Kathleen Abdo, Councilwoman

Harry Crout, Councilman



CITY COUNCIL AGENDA ITEM REQUEST FORM

Submitted to: Choose an ite

Date Submitted:

Submitted by:

Department:

Council Meeting of:

TITLE/DESCRIPTION OF ITEM

ACTION REQUESTED

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

RECOMMENDED RESOLUTION/ACTION

City of Romulus

11111 Wayne Road

Romulus, MI 48174

(734) 942-7500

www.romulusgov.com

OFFICE USE ONLY

Approved for Council Agenda: ☐

AGENDA ITEM # .

PLANNING DEPARTMENT MEMORANDUM

DATE: January 22, 2025

TO: City Council

FROM: Jeff Kemp, Director of Building & Planning

SUBJECT: TA-2024-002; Zoning Ordinance Text Amendment
Single-Family Residential (Section 3.06 Parking and Storage of Recreation Vehicles,
Commercial Vehicles and Automobiles in Residential Districts)

It has been brought to the City's attention that the parking of commercial and recreation vehicles on City streets is making maneuvering of homeowner's vehicles difficult on subdivision streets. After discussion with staff, Planning Commission and City Council, we would like to propose adding language that would prohibit recreation vehicles, commercial vehicles and converted buses from being parked in the street from 5:00 p.m. to 9:00 a.m. regardless of their size. In addition, if these vehicles are longer than 32 feet, they cannot be stored on a lot for more than 48 hours unless a specific permit is issued.

The text amendment was introduced to the Planning Commission on July 15, 2024. A public hearing was held on August 19, 2024. While there were no comments from the public, the Planning Commission, after lengthy discussion, postponed action. The Commission at their September 16, 2024 meeting recommended the following:

MOTION by McAnally, support by Frederick, to recommend to City Council approval of TA-2024-002, Zoning Ordinance Text Amendments, Section 3.06 Parking and Storage of Recreational Vehicles, Commercial Vehicles, and Automobiles in Residential Districts. Motion passed 8-0.

As you are aware, Council discussed the proposed amendment at a Study Session held on January 13, 2025. There were no public comments.

Please find the attached draft amendment for your review along with the draft minutes of the July 15, 2024, August 19, 2024 and September 16, 2024 Planning Commission meetings for the following:

- ARTICLE 3, SINGLE FAMILY RESIDENTIAL, Section 3.06, Single-Family Residential (Section 3.06 Parking and Storage of Recreational Vehicles, Commercial Vehicles and Automobiles in Residential Districts)

RECOMMENDATION

If the City Council determines that action on the proposed amendment for parking and storage of recreation vehicles, commercial vehicles and automobiles in residential districts is warranted, following motion should be considered:

<i>To approve the first reading of TA-2024-002; a proposed text amendment to Section 3.06 Parking and Storage of Recreational Vehicles, Commercial Vehicles and Automobiles in Residential Districts.</i>
--

ORDINANCE NO. 2025- ____
CITY OF ROMULUS
APPENDIX A – ZONING
AMENDMENT 1.264

AN ORDINANCE TO AMEND ARTICLE 3, SINGLE-FAMILY RESIDENTIAL DISTRICTS, SECTION 3.06, PARKING AND STORAGE OF RECREATION VEHICLES, COMMERCIAL VEHICLES, AND AUTOMOBILES IN RESIDENTIAL DISTRICTS, OF THE ZONING ORDINANCE FOR THE CITY OF ROMULUS.

THE CITY OF ROMULUS HEREBY ORDAINS:

SECTION 1. Article 3, Single Family Residential Districts, Section 3.06, *Parking and Storage of Recreation Vehicles, Commercial Vehicles, and Automobiles in Residential Districts* is amended to read as follows:

Section 3.06 Parking and Storage of Recreation Vehicles, Commercial Vehicles, and Automobiles in Residential Districts

(a) **Recreation Vehicles or Converted Buses Less Than Thirty Two (32) Feet Long.**

Recreation vehicles, converted buses, trailers, and boats that are no longer than thirty two (32) feet may be stored or parked in any residential district on a lot on which an occupied residence is located subject to the following requirements:

- (1) A maximum of two (2) recreation vehicles, converted buses, trailers, or boats may be stored or parked on a residential lot or parcel of land.
- (2) Recreation vehicles, converted buses, trailers, or boats may be parked or stored in a garage, the rear yard, or in a non-required side yard (i.e. meeting side yard setback). Recreation vehicles, converted buses, trailers, or boats may not be parked or stored in a required side yard setback, ~~or~~ in the front yard, or in the street right-of-way from 5:00 p.m. to 9:00 a.m. except as provided in (3) below.
- (3) Recreation vehicles, converted buses, trailers, or boats may be parked on any part of the lot or ~~on~~ in the street right-of-way for not more than forty-eight (48) hours for the purpose of loading and unloading as long as the view of driveways or vehicular and pedestrian traffic of adjoining properties is not obstructed.
- (4) Storage or parking of recreation vehicles shall not create an unsafe or dangerous condition.

- (5) Recreation vehicles, converted buses, ~~Travel~~ trailers, or boats and motor homes, if parked or stored, shall not have a fixed connection to electricity, water, gas, or sanitary sewer, and shall not be used for living, sleeping, or housekeeping purposes.

- (b) **Recreation Vehicles, Greater Than Thirty Two (32) Feet Long.** Recreation vehicles, motor homes, ~~travel~~ trailers, converted buses, or boats longer than thirty two (32) feet may not be parked or stored on a lot for more than forty-eight (48) hours, or in the street right-of-way from 5:00 p.m. to 9:00 a.m. except under the following conditions:

- (1) Recreation vehicles, motor homes, trailers, converted buses, or boats longer than thirty two (32) feet may be parked or stored inside an enclosed building.
- (2) On any lot containing an occupied residence, a permit can be issued by the Building Department to store the recreation vehicles, converted buses, trailers, or boats outdoors. The permit shall be valid for not more than ten (10) consecutive days in any ninety (90) day period. The permit shall be conspicuously posted in the parked or stored recreation vehicle.
- (3) The Board of Zoning Appeals may issue a permit to an owner or occupant of land on one (1) acre or more in a district to park or store not more than two (2) recreation vehicles, converted buses, trailers or boats in excess of thirty two (32) feet upon their property for a longer period than (1) above but not more than twelve (12) continuous months subject to the following conditions:
 - (a) The permit approval shall include the location or area in which the unit(s) is to be stored or parked and all conditions set forth by the Board.
 - (b) The permit may be renewed by the Building and Safety Director on an annual basis, if, in the Building and Safety Director's determination, the conditions as originally established to grant the permit are not substantially changed.
 - (c) The permit shall be conspicuously posted in a parked or stored Recreation vehicle, converted bus, trailer, or boat.
 - (d) The additional conditions set forth in Section 3.06 (a) shall be met.

(c) **Commercial Vehicles**

- (1) One (1) commercial vehicle (as defined in this Ordinance) may be parked on a residential lot, where all the following conditions are met:

- (a) The vehicle shall be used as the principal means of transportation for a resident in the conduct of such resident's employment or profession or is the resident's sole means of motor vehicle transportation.

(b) The vehicle shall not exceed a gross vehicle weight ~~of over~~ ten thousand (10,000) pounds.

(c) The vehicle shall not have more than four (4) rear wheels.

(d) No part of the vehicle may exceed ten (10) feet in overall height, measured from grade.

(e) ~~The Any commercial~~ vehicle ~~or commercial trailer~~ shall not be parked overnight (from ~~9~~5:00 p.m. – ~~5~~9:00 a.m.) in the front yard; ~~the driveway~~ or any paved surface in the front yard; or in the street right-of-way except City or private contractor's vehicles while performing work on the residence.

(2) The following commercial vehicles or trailers shall not be parked or stored on a residentially used lot or a residential zoning district or in the ~~adjacent street~~ right-of-way at any time:

(a) Commercial ~~highway~~ vehicles or trailers either of which has a rated capacity greater than ~~one and one-half (1½) tons~~ 10,000 pounds.

(b) A tow-truck, septic tank pumper, or a vehicle that carries flammable or toxic materials or similar utility truck ~~regardless of their weight, may not be parked on a residentially zoned or used property.~~

(c) A utility trailer, dump truck, stake truck, flat-bed truck, ~~wrecker,~~ or semi-tractor regardless of their weight.

(3) Construction or maintenance vehicles that are currently doing work on the property in conjunction with a valid building permit or delivery/moving trucks making deliveries are permitted.

(d) **Passenger Vehicles.** The parking of licensed and operable passenger vehicles shall be permitted, subject to the requirements of *Article 14*. Vehicles may only be parked in a garage, driveway, parking lot or street and may not be parked in lawn areas. The parking or storage of inoperable or unlicensed vehicles shall be prohibited, except within an enclosed building.

SECTION 2. Severability.

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

SECTION 3. Conflicting Ordinances.

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

SECTION 4. Effective Date.

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

ADOPTED, APPROVED AND PASSED by the City Council of the City of Romulus this _____ day of _____ 2025.

ROBERT MCCRAIGHT, Mayor

ELLEN L. CRAIG- BRAGG, City Clerk

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council of the City of Romulus at a regular Council Meeting held in the City Council Room in said City on the ___ day of _____ 2025.

ELLEN L. CRAIG-BRAGG, City Clerk

I further certify that the foregoing was published in ___, a newspaper of general circulation in the City of Romulus, on the ___ day of _____, 2025.

ELLEN L. CRAIG-BRAGG, City Clerk

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

Mayor of the City was elected. Said ordinance shall thereupon and thereby be suspended from operation and the Council shall immediately reconsider such ordinance.

Introduced:

Adopted:

Published:

Effective: _____

Mr. Mangiapane confirmed that when they submitted a permit to EGLE, it would be for the oil and water subcategory. They were not interested in processing organics or heavy metals or anything hazardous; this operation would be for non-hazardous oil and water treatment. Also, all off-loading is regulated by EGLE.

D. TA-2024-001; Zoning Ordinance Text Amendments, Section 17.02 Uses Requiring Site Plan Review and Table 17.02 Plan Review Requirements

(Action required: Discuss amendment and schedule a public hearing for August 19, 2024)

Director of Building and Planning Kemp explained that staff had been reviewing the ordinance relative to the Downtown District to see if there are any potential zoning changes that could encourage growth Downtown.

Planning Consultant Enos said that one goal of the ordinance change is to provide speed to market for smaller expansions within the Downtown. The draft language gives the City an opportunity for smaller projects – up to 15,000 square feet – to go through a more administrative review process, while keeping the Planning Commission informed as well as involving the Planning Commission when appropriate.

Commission discussion focused on:

- The draft language will not change anything having to do with special land uses or larger proposed projects.
- The smaller projects will be reviewed by the City Engineer, the Building Department, Carlisle Wortman, etc. If any aspect raises a concern, the project could be redirected to go through the Planning Commission.
- Projects that ask for consideration regarding the height maximums must be approved by the FAA, as well as the Board of Zoning Appeals.
- Past work on the Central Business District encouraged moving into form-based development, which provides some flexibility for shared parking and might allow for greater heights in the Downtown.
- DDA Plan was updated 2 years ago, with a rollout of a 5-year revitalization plan. An example of an issue that needs to be resolved relates to funds that the DDA has available for façade revitalization, including signage, but the regulations regarding signage are so onerous that few businesses take advantage of the opportunity.
- Feedback from the NEST program (New Entrepreneurial Success Training Center) finds that the City does a great job of fast-tracking larger businesses, but applying the same process to small businesses takes so long that some small businesses have failed before they can even open their doors.
- Another issue is providing workforce housing to people employed in the Downtown, and more senior housing for people who want to use the Downtown amenities.

This item will be set for a public hearing in August.

E. TA-2024-003; Zoning Ordinance Text Amendments, Section 3.06 Parking and Storage of Recreational Vehicles, Commercial Vehicles and Automobiles in Residential Districts

(Action required: Discuss amendment and schedule a public hearing for August 19, 2024)

City Attorney Hitchcock explained that the proposed ordinance changes are being driven by neighborhood complaints of vehicles being parked in the roadway that are recreational or commercial-type vehicles, inhibiting the maneuverability of car traffic, especially in the morning and evening hours when people are leaving for and coming home from work. The time period stated in the draft language was a prohibition from 9pm to 5am; this time period could be discussed and amended.

- “Commercial vehicle” was defined in the ordinance, and includes construction trade vehicles that might be signed. “Recreational vehicle” was also defined; converted buses was added to the definition.
- The idea was to find a reasonable compromise between the owners of these vehicles and the citizens who are impacted by the vehicles being parked in the street.

Commission discussion focused on:

- The types of vehicles being parked in residential neighborhoods, including large construction equipment.
- The difficulty in coming out of a residential driveway and finding your sight line impacted by these vehicles. Also, staggered driveways meant that someone backing out of their driveway might find a commercial vehicle directly across from their driveway, harming their ability to maneuver their car.
- Narrow streets that made travel difficult when commercial and RV vehicles are parked in the street, as well as the difficulty for emergency vehicles, school busses, and other service vehicles navigating the streets.
- The time period for the prohibition might need to be amended to better reflect neighborhood concerns.
- The ordinance will be enforced via a parking ticket, which tickets can be issued by the ordinance officer (who works 8am-4pm) and/or a police officer. Enforcement should also include blocking sidewalks, which is already prohibited.
- Smaller vehicles/trailers used by landscapers could potentially be parked in the rear yard. Ordinance language could limit such storage to one trailer, and the vehicle and trailer must be currently licensed and operable, except for certain larger more rural lots, where more vehicle storage might be allowed.
- It will be good to take comment from the public regarding this issue.

This item will be scheduled for a public hearing in August.

9. PC – Cases Involving Advice or Input from the Planning Commission

None.

10. Reports on Interest Designation

Commissioner/City Council Liaison Roscoe reported on the following:

- Forgotten Harvest – always on Tuesdays 10am-12am at the High School – will not be available tomorrow, July 16, but will return on July 23.
- One Romulus community meetings hosted by Mayor McCraight provide a forum where residents can share ideas and concerns with elected officials, public safety leaders, and neighbors. The next One Romulus meeting is tomorrow night, July 16, at 6:00, at Romulus Elementary School.
- Construction at Mary Ann Banks Park is being funded by a Michigan DNR Passport Grant and will include universal playground equipment, as well as complete renovation of the multi-sport surface. Completion should be mid-September.

- Groundbreaking of the Veterans Monument Restoration Project will be by July 22, 5:30, outside City Hall.
- Mayor McCraight is involved in Foundation 14, which raises funds to help veterans deal with PTSD and combat stress. The Mayor will be participating in the Hoka Hey Motorcycle Challenge, riding from Key West Florida (starting August 4, 2024) to Homer Alaska: 10,000 miles in 10 days. A spaghetti dinner will be held on July 20th at the VFW hall to support this effort.

Commissioner Glotfelty noted that Block's had opened last week, with great sweet corn.

11. Communications

A. Project Status Report

Project Status report in packets.

There will be an August meeting.

12. Adjournment

MOTION by Long, support by Frederick, to adjourn the meeting.

Roll Call Vote: Ayes – Long, Frederick, Glotfelty, Roscoe, Crova, and McAnally. Nays – None.

Motion carried 6-0.

The meeting was adjourned at 9:25pm.

Cheryl McGuire, Recording Secretary

B. TA-2024-002; Zoning Ordinance Text Amendments, Section 3.06 Parking and Storage of Recreational Vehicles, Commercial Vehicles and Automobiles in Residential Districts

(Action required: Recommendation to City Council to approve, approve with conditions, deny or postpone action on the Zoning Ordinance Text Amendments)

Public Hearing

Chair Freitag opened the public hearing and asked if anyone would like to speak on this matter to please come forward and give your name and address.

City Attorney Hitchcock provided the following:

- The intent of this ordinance is to limit the time that certain vehicles can be parked in the street. The ordinance change was driven by citizen complaints about recreational and commercial vehicles being parked in residential streets, particularly at night and early morning, making it difficult for residents to leave their driveways to go to work, and making returning from work difficult. The amendments addressed concerns relative to aesthetics, space usage, and neighborhood compatibility.
- The draft ordinance also clarifies some of the existing terminology. “Converted buses” had been added to the list of vehicle types.
- Times when the vehicles being discussed could not be parked in the street were 9pm to 5am. However, should this schedule be reversed, so that the subject vehicles could not be on the street from 5pm to 9am?
- Did the ordinance need to make a distinction for residents who had acreage?

Commission questions and discussion

- Discussion focused on the nuances of regulating parking and storage of vehicles, particularly commercial vehicles and oversized vehicles, in residential areas. Several points were raised, including the challenges of defining what constitutes a commercial vehicle, the implications of vehicle size and weight limits, and the practical issues residents face with vehicle parking. The conversation highlighted concerns about how specific vehicles, such as company vans and oversized trucks, may impact neighborhoods if parking regulations are too strict or too lenient.
- The Commission discussed whether normal sized vehicles that had commercial signage on them should be regulated under this ordinance. There was tension between addressing commercial vehicles in their many varieties and supporting residents who needed to utilize normal-sized vehicles on a daily basis that were also signed to advertise a business.
- Perhaps gross vehicle weight could be the deciding factor as to what vehicles could be parked on the street. Vehicles over 10,000 pounds require a commercial license; perhaps that is the reasonable definition of a commercial vehicle generally.
- The issue of sidewalk-blocking was raised multiple times during the discussion. Parking larger vehicles in driveways could lead to sidewalk obstruction.
- The ordinance might need to be revisited to balance vehicle weight limits, commercial vehicle classifications, and parking time restrictions. Discussion included lowering the 10,000-pound GVW limit to better capture the types of vehicles that should face restrictions, while still allowing smaller commercial vehicles to park without issue.

- It was important not to arbitrarily and suddenly create a hardship for the everyday person who needs to drive their vehicle to work, only to find that their particular vehicle fell under the definition of a commercial vehicle.

After a lengthy discussion, the following motion was offered:

MOTION by McAnally, support by Talon-Jemison, to postpone item TA 2024-002 Zoning Text Amendment, until such a time as this item can be brought back to the Commission for further discussion and evaluation.

Roll call vote:

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

Nays – None.

Motion passed 8-0.

9. PC – Cases Involving Advice or Input from the Planning Commission

None.

10. Reports on Interest Designation

Commissioner Roscoe reported on the following:

- **Parade of Lights:** Organized by the Rotary, taking place before the Pumpkin Festival. Application deadline is Friday, September 20th. A \$10 donation is suggested. Applications and rules are available on the Romulus website.
- **Pumpkin Festival:** Scheduled for September 20th, 21st, and 22nd in downtown Romulus.
- **Citywide Garage Sale:** Set for September 26th to 29th. To have an address listed on the website and yard sale list, submit to the clerk's office soon.

Commissioner Talon-Jemison noted that a 5K walk will be held the Saturday morning of the Pumpkin Fest. Participants must register ahead of time.

Also in conjunction with the Pumpkin Fest will be the *Romulus Has Talent* event, on September 22.

The Hometown Superhero award ceremony will also be on September 22nd. Please consider submitting someone's name for the various awards that are given.

11. Communications

A. Project Status Report

The Project Status report was in the packets and the Commission discussed various projects in the City.

There will be a September meeting.

12. Adjournment

MOTION by McAnally, support by Talon-Jemison, to adjourn the meeting.

B. TA-2024-002; Zoning Ordinance Text Amendments, Section 3.06 Parking and Storage of Recreational Vehicles, Commercial Vehicles and Automobiles in Residential Districts

(Action required: Recommendation to City Council to approve, approve with conditions, deny or postpone action on the Zoning Ordinance Text Amendments)

Public Hearing

Chair Freitag opened the public hearing and asked if anyone would like to speak on this matter to please come forward and give your name and address.

City Attorney Hitchcock provided the following:

- The intent of this ordinance is to limit the time that certain vehicles can be parked in the street. The ordinance change was driven by citizen complaints about recreational and commercial vehicles being parked in residential streets, particularly at night and early morning, making it difficult for residents to leave their driveways to go to work, and making returning from work difficult. The amendments addressed concerns relative to aesthetics, space usage, and neighborhood compatibility.
- The draft ordinance also clarifies some of the existing terminology. “Converted buses” had been added to the list of vehicle types.
- Times when the vehicles being discussed could not be parked in the street were 9pm to 5am. However, should this schedule be reversed, so that the subject vehicles could not be on the street from 5pm to 9am?
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Commission questions and discussion

- Discussion focused on the nuances of regulating parking and storage of vehicles, particularly commercial vehicles and oversized vehicles, in residential areas. Several points were raised, including the challenges of defining what constitutes a commercial vehicle, the implications of vehicle size and weight limits, and the practical issues residents face with vehicle parking. The conversation highlighted concerns about how specific vehicles, such as company vans and oversized trucks, may impact neighborhoods if parking regulations are too strict or too lenient.
- The Commission discussed whether normal sized vehicles that had commercial signage on them should be regulated under this ordinance. There was tension between addressing commercial vehicles in their many varieties and supporting residents who needed to utilize normal-sized vehicles on a daily basis that were also signed to advertise a business.
- Perhaps gross vehicle weight could be the deciding factor as to what vehicles could be parked on the street. Vehicles over 10,000 pounds require a commercial license; perhaps that is the reasonable definition of a commercial vehicle generally.
- The issue of sidewalk-blocking was raised multiple times during the discussion. Parking larger vehicles in driveways could lead to sidewalk obstruction.
- The ordinance might need to be revisited to balance vehicle weight limits, commercial vehicle classifications, and parking time restrictions. Discussion included lowering the 10,000-pound GVW limit to better capture the types of vehicles that should face restrictions, while still allowing smaller commercial vehicles to park without issue.

- It was important not to arbitrarily and suddenly create a hardship for the everyday person who needs to drive their vehicle to work, only to find that their particular vehicle fell under the definition of a commercial vehicle.

After a lengthy discussion, the following motion was offered:

MOTION by McAnally, support by Talon-Jemison, to postpone item TA 2024-002 Zoning Text Amendment, until such a time as this item can be brought back to the Commission for further discussion and evaluation.

Roll call vote:

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

Nays – None.

Motion passed 8-0.

9. PC – Cases Involving Advice or Input from the Planning Commission

None.

10. Reports on Interest Designation

Commissioner Roscoe reported on the following:

- **Parade of Lights:** Organized by the Rotary, taking place before the Pumpkin Festival. Application deadline is Friday, September 20th. A \$10 donation is suggested. Applications and rules are available on the Romulus website.
- **Pumpkin Festival:** Scheduled for September 20th, 21st, and 22nd in downtown Romulus.
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Commissioner Talon-Jemison noted that a 5K walk will be held the Saturday morning of the Pumpkin Fest. Participants must register ahead of time.

Also in conjunction with the Pumpkin Fest will be the *Romulus Has Talent* event, on September 22.

The Hometown Superhero award ceremony will also be on September 22nd. Please consider submitting someone's name for the various awards that are given.

11. Communications

A. Project Status Report

The Project Status report was in the packets and the Commission discussed various projects in the City.

There will be a September meeting.

12. Adjournment

MOTION by McAnally, support by Talon-Jemison, to adjourn the meeting.



City of Romulus

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

Council Meeting Held: **January 27, 2025**

Item No. E.

General Description: First Reading and Introduction of amendments to Chapter 6, Article III, Section 6-92 of the Romulus Code of Ordinances.

Resolution No. _____

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

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

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

Tina Talley, Councilwoman

William Wadsworth, Councilman

Celeste Roscoe, Councilwoman

Kathleen Abdo, Councilwoman

Harry Crout, Councilman



CITY COUNCIL AGENDA ITEM REQUEST FORM

Submitted to: Choose an ite

Date Submitted:

Submitted by:

Department:

Council Meeting of:

TITLE/DESCRIPTION OF ITEM

ACTION REQUESTED

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

RECOMMENDED RESOLUTION/ACTION

City of Romulus

11111 Wayne Road

Romulus, MI 48174

(734) 942-7500

www.romulusgov.com

OFFICE USE ONLY

Approved for Council Agenda: ☐

AGENDA ITEM # .

**CITY OF ROMULUS
ORDINANCE NO. _____**

AN ORDINANCE TO AMEND CHAPTER 6 - ANIMALS, SECTION 6-92

THE CITY OF ROMULUS ORDAINS:

Section 6-92 is amended to read as follows:

It shall be unlawful for the owner, or any other persons having the possession, care, custody or control thereof, to permit any dog to go or be at large upon the public streets, walks other public places within the city, or off the owner or custodian's property, unless such dog shall be attached to a leash of eight feet or less in length and of sufficient strength to restrain such dog in such a manner as to be kept under the control of the person accompanying it.

ADOPTED, APPROVED AND PASSED by the City Council of the City of Romulus this _____ day of _____, 2025.

ROBERT MCCRAIGHT, Mayor

ELLEN L. CRAIG- BRAGG, City Clerk

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council of the City of Romulus at a regular Council Meeting held in the City Council Room in said City on the _____ day of _____, 2025.

ELLEN L. CRAIG-BRAGG, City Clerk

I further certify that the foregoing was published in _____, a newspaper of general circulation in the City of Romulus, on the _____ day of _____, 2025.

ELLEN L. CRAIG-BRAGG, City Clerk

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

Sec. 6-92. Dog or cat at large. Leash required.

~~It shall be unlawful for any person who is the owner or keeper of any dog or cat to allow, suffer or permit such dog or cat to run at large within the corporate limits of the city. However, any Dog or Cat on a leash or engaged in lawful training which is accompanied by the owner or keeper thereof and under reasonable control shall not be deemed to be running at large.~~

It shall be unlawful for the owner, or any other persons having the possession, care, custody or control thereof, to permit any dog to go or be at large upon the public streets, walks other public places within the city, or off the owner or custodian's property, unless such dog shall be attached to a leash of eight feet or less in length and of sufficient strength to restrain such dog in such a manner as to be kept under the control of the person accompanying it.

(Code 1999, § 4-62; Ord. of 9-2-1975(1), § 7.04(a); Ord. of 3-9-1998, § 1; Ord. of 8-13-2012(2); Ord. No. 2016-002, 3-7-2016)

Ord. No. 2016-002, adopted Mar. 7, 2016, changed the title of § 6-92 from "Dog at large" to read as set out herein.

Sec. 6-93. Barking dog.

No person shall harbor or keep any dog which by loud or frequent barking, yelping or howling shall cause excessive serious noise thereby creating a nuisance and annoyance to any of the residents of the surrounding neighborhood.

(Code 1999, § 4-63; Ord. of 9-2-1975(1), § 7.04(b); Ord. of 8-13-2012(2); Ord. No. 2016-002, 3-7-2016)

Sec. 6-94. Dangerous dog.

- (a) No person shall keep or harbor a dog within the city which is known to kill, worry or injure livestock; to habitually and repeatedly chase vehicles, to habitually and repeatedly chase, snap, attack or bark at pedestrians on the public streets or walkways.
- (b) No person shall own, keep, or harbor any animal which has attacked, bitten or scratched any person, except in defense of his owner, family or property or exhibits a vicious nature and habitually molests passersby when lawfully on the public streets, regardless of whether or not said animal is on the public highway.

(Code 1999, § 4-64; Ord. of 9-2-1975(1), § 7.04(c); Ord. of 3-9-1998, § 1; Ord. of 8-13-2012(2); Ord. No. 2016-002, 3-7-2016)

Ord. No. 2016-002, adopted Mar. 7, 2016, changed the title of § 6-94 from "Dangerous animals" to read as set out herein.

Sec. 6-95. Unsanitary shelter; Nuisance, curtilage kennel, pen and house.

No person shall operate a commercial kennel, boarding stable, animal shelter, pen, corral, pet shop, private kennel, private stable or livestock barn that is an annoyance to nearby residents, and interferes with the reasonable use and enjoyment of their property by reason of noise, stench and unsanitary conditions.

(Code 1999, § 4-65; Ord. of 9-2-1975(1), § 7.04(d); Ord. of 8-13-2012(2); Ord. No. 2016-002, 3-7-2016)



City of Romulus

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

Council Meeting Held: **January 27, 2025**

Item No. F.

General Description: Resolution to declare the adoption of amendment to the Leash Law as an Emergency Ordinance pursuant to Section 7.3(b) of the City of Romulus Charter.

Resolution No. _____

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

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

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

Tina Talley, Councilwoman

William Wadsworth, Councilman

Celeste Roscoe, Councilwoman

Kathleen Abdo, Councilwoman

Harry Crout, Councilman



CITY COUNCIL AGENDA ITEM REQUEST FORM

Submitted to: Choose an ite

Date Submitted:

Submitted by:

Department:

Council Meeting of:

TITLE/DESCRIPTION OF ITEM

ACTION REQUESTED

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

RECOMMENDED RESOLUTION/ACTION

City of Romulus

11111 Wayne Road

Romulus, MI 48174

(734) 942-7500

www.romulusgov.com

OFFICE USE ONLY

Approved for Council Agenda: ☐

AGENDA ITEM # .

RESOLUTION 25-_____

**RESOLUTION TO DECLARE THE ADOPTION OF AMENDMENT TO THE LEASH
LAW AS AN EMERGENCY ORDINANCE PURSUANT TO SECTION 7.3(b) OF THE
CITY OF ROMULUS CHARTER**

MOTION BY: _____

SUPPORTED BY: _____

WHEREAS, it has been brought to the attention of Council by citizens during public comment that some residents are allowing their dogs to roam free without a leash and there are repeated examples of dogs that have attacked or harassed citizens in their own yard;

WHEREAS, this represents a significant safety risk to citizens which requires quick response; and

WHEREAS, the City Charter Section 7.3(b) provided that an ordinance may be adopted at its first reading where it is introduced to the Council by a 2/3 vote of its members declare the Ordinance to be an emergency.

THEREFORE, Council declares the adoption of the Ordinance related to the leash law that requires all dogs at large to be restrained by a leash is declared to be an emergency that may be adopted on its introduction.

Adopted: _____, 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 January __, 2025.

Ellen Craig-Bragg
City Clerk

Section 7.3. - Ordination, amendment, repeal effective dates, penalties.

- (a) The enacting clause of all ordinances shall read "*The City of Romulus* Ordains." Such caption may be omitted when said ordinances are published in book form by authority of the Council. Each proposed ordinance shall be introduced in written or printed form in the English language.
- (b) No ordinance shall be passed at the same meeting at which it is introduced, unless the same is declared to be emergency action by a vote of not less than two-thirds ($\frac{2}{3}$) of the members of the Council.
- (c) An ordinance may be repealed, amended or modified by re-enacting the section or sections of the ordinance to be amended.
- (d) An ordinance may be repealed by reference only to its number and title.
- (e) All ordinances shall become effective immediately after publication and recording pursuant to law; unless a different effective date is provided in the ordinance.
- (f) The Council shall have the authority to provide in any ordinance for the punishment of those who violate the same by a fine not to exceed five hundred dollars (\$500.00), or imprisonment in the City prison, a County jail, or such other penal institution authorized to receive City prisoners for a period not to exceed ninety (90) days, or both such fine and imprisonment in the discretion of the Court.

Editor's note— Insofar as Charter § 7.3 pertains to penalties for ordinance violations, it is superseded by MCL 117.3(k), 117.4l, and 117.4m.



City of Romulus

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

Council Meeting Held: **January 27, 2025**

Item No. G.

General Description: Partial Street Vacation of Lorman Ave. (Osberg Airport Estates Subdivision)

Resolution No. _____

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

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

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

Tina Talley, Councilwoman

William Wadsworth, Councilman

Celeste Roscoe, Councilwoman

Kathleen Abdo, Councilwoman

Harry Crout, Councilman



CITY COUNCIL AGENDA ITEM REQUEST FORM

Submitted to: Choose an ite

Date Submitted:

Submitted by:

Department:

Council Meeting of:

TITLE/DESCRIPTION OF ITEM

ACTION REQUESTED

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

RECOMMENDED RESOLUTION/ACTION

City of Romulus

11111 Wayne Road

Romulus, MI 48174

(734) 942-7500

www.romulusgov.com

OFFICE USE ONLY

Approved for Council Agenda: ☐

AGENDA ITEM # .



PETITIONER'S REQUEST TO VACATE STREET/ALLEY

This form starts the procedure for Romulus City Council to consider vacation of a street or alley in compliance with Article 1, Chapter 52, Section 52-1 of the City Code of Ordinances. There is a **\$200.00 Administrative fee** for this request. Please see the attached flow chart for an understanding of the process/procedure for street/alley vacation requests.

New Malwa Express Inc / 13BB Holdings LLC / Malwa Group Inc

Petitioner's Name

28666 Hildebrandt St

Petitioner's Address

<u>Romulus</u>	<u>MI</u>	<u>48174</u>	<u>(313)707 7787</u>
City	State	Zip Code	Phone Number

mavi@newmalwa.com Is this an alley or street vacation? Street

Email Address

Please state an exact description of the street or alley that is requested to be vacated. *Maps are available in the Assessor's Office.*

Requesting to Vacate Lorman St. South of Hildebrandt St from Loraine St to Hyde Park St.

Manny Mavi

Signature of Petitioner

11/15/2024

Date Signed

WE, THE UNDERSIGNED, BEING AT LEAST SIXTY (51%) PERCENT OF THE PROPERTY OWNERS OF RECORD IN THE SUBDIVISION HEREINAFTER DESCRIBED, PETITION YOUR HONORABLE BODY TO PARTIALLY VACATE THE STREET OF LORMAN AVE. IN THE OSBERG AIRPORT ESTATES SUBDIVISION, EAST OF MIDDLEBELT ROAD, BETWEEN HYDE PARK AVE. AND LORAINA AVE., ABUTTING LOTS 99, 100-103 INCLUSIVE, 104 – 107 INCLUSIVE, 108-113 INCLUSIVE, 119, 120-123 INCLUSIVE, AND 127-128, LOCATED IN THE S.W. ¼ SECTION 13 OF THE CITY OF ROMULUS, COUNTY OF WAYNE RETAINING ALL UTILITY EASEMENTS OF RECORD AND 12 FOOT UTILITY EASEMENT. ADJACENT PROPERTY OWNERS WILL GAIN AN EXTRA THIRTY (30) FEET OF PROPERTY IF STREET IS VACATED.

PETITION			
ADDRESS	NAME	SIGNATURE	DATE
Hyde Park/Lorman Dp# 80 051 01 0099 300	Simarjit Singh		
Hyde Park/Lorman DP# 80 051 01 0100 300	Detroit City Properties LLC Waseem Al-Mawri		
Lorman DP# 80 051 01 0104 300	13BB Holdings LLC Gursewak Singh	<i>GL</i>	12/5/24
29284 Lorman DP# 80 051 01 0108 300	Malwa Group Inc. Majinder Mavi	<i>Majinder Mavi</i>	12-1-24
Lorman DP# 80 051 01 0114 000	13BB Holdings LLC Gursewak Singh	<i>GL</i>	12/5/24
Central/Lorman DP# 80 051 01 0120 300	Malwa Group Inc. Majinder Mavi	<i>Majinder Mavi</i>	12-1-24
Central DP# 80 051 01 0121 300	Malwa Group Inc. Majinder Mavi	<i>Majinder Mavi</i>	12-1-24
Central DP# 80 051 01 0122 300	Malwa Group Inc. Majinder Mavi	<i>Majinder Mavi</i>	12-1-24
Central DP# 80 051 01 0123 300	Malwa Group Inc. Majinder Mavi	<i>Majinder Mavi</i>	12-1-24
Lorman/Loraine DP# 80 051 01 0127 300	Malwa Group Inc. Majinder Mavi	<i>Majinder Mavi</i>	12-1-24
Loraine DP# 80 051 01 0128 000	13BB Holdings LLC Gursewak Singh	<i>GL</i>	12/5/24

I, Majinder Mavi, BEING DULY SWORN, STATE THAT I AM THE CIRCULATOR OF THE SIGNATURES OF THE PROPERTY OWNERS OF RECORD.

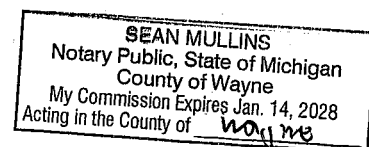
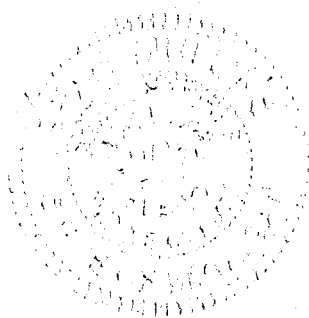
Majinder Mavi
Circulator

12-9-24
Date

Subscribed and sworn before me, a Notary Public, in the County of Wayne, State of Michigan, this 9th day of December, 2024.

Sm *gurdh*, Notary Public

My Commission Expires: 1-14-28



Parcel Number	Site Address	Owner of Record	Resident Agent Name	Frontage	Signed?
80 051 01 0099 300	HYDE PARK/LORMAN	SINGH SIMARJIT	n/a	135	no
80 051 01 0100 300	HYDE PARK/LORMAN	DETROIT CITY PROPERTIES LLC	Waseem Al-Mawri	135	no
80 051 01 0104 300	LORMAN	13BB HOLDINGS LLC	Gursewak Singh	165	X
80 051 01 0108 300	29284 LORMAN	MALWA GROUP INC	Majinder Mavi	195	X
80 051 01 0114 000	LORMAN	13BB HOLDINGS LLC	Gursewak Singh	135	X
80 051 01 0120 300	CENTRAL/LORMAN	MALWA GROUP INC	Majinder Mavi	156	X
80 051 01 0121 300	CENTRAL	MALWA GROUP INC	Majinder Mavi	no frontage	X
80 051 01 0122 300	CENTRAL	MALWA GROUP INC	Majinder Mavi	no frontage	X
80 051 01 0123 300	CENTRAL	MALWA GROUP INC	Majinder Mavi	no frontage	X
80 051 01 0124 000	LORAIN	NEW MALWA EXPRESS INC	Gursewak Singh	no frontage	X
80 051 01 0125 000	LORAIN	NEW MALWA EXPRESS INC	Gursewak Singh	no frontage	X
80 051 01 0126 000	LORAIN	NEW MALWA EXPRESS INC	Gursewak Singh	no frontage	X
80 051 01 0127 000	LORMAN/LORAIN	MALWA GROUP INC	Majinder Mavi	126	X
80 051 01 0128 000	LORAIN	13BB HOLDINGS LLC	Gursewak Singh	135	X
				912	

total frontage along Lorman from Hyde Park to Loraine
% of front footage of those signing petition

1200

76%

S.W. 1/4 OF SECTION 13

OSBERG'S AIRPORT	
112	115
ESTATES SUB. (01)	

HYDE PARK AVE.

LORAINNE AVE.

LORMAN AVE.

previously vacated

990026001
8.66 Ac.

990019701

5.60 Ac.



City of Romulus

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

Council Meeting Held: **January 27, 2025**

Item No. H.

General Description: Study Session Request for Monday, February 10, 2025, at 6:30 p.m.

Resolution No. _____

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

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

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

Tina Talley, Councilwoman

William Wadsworth, Councilman

Celeste Roscoe, Councilwoman

Kathleen Abdo, Councilwoman

Harry Crout, Councilman



CITY COUNCIL AGENDA ITEM REQUEST FORM

Submitted to: Choose an ite

Date Submitted:

Submitted by:

Department:

Council Meeting of:

TITLE/DESCRIPTION OF ITEM

--

ACTION REQUESTED

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

RECOMMENDED RESOLUTION/ACTION

--

City of Romulus

11111 Wayne Road

Romulus, MI 48174

(734) 942-7500

www.romulusgov.com

OFFICE USE ONLY

Approved for Council Agenda: ☐

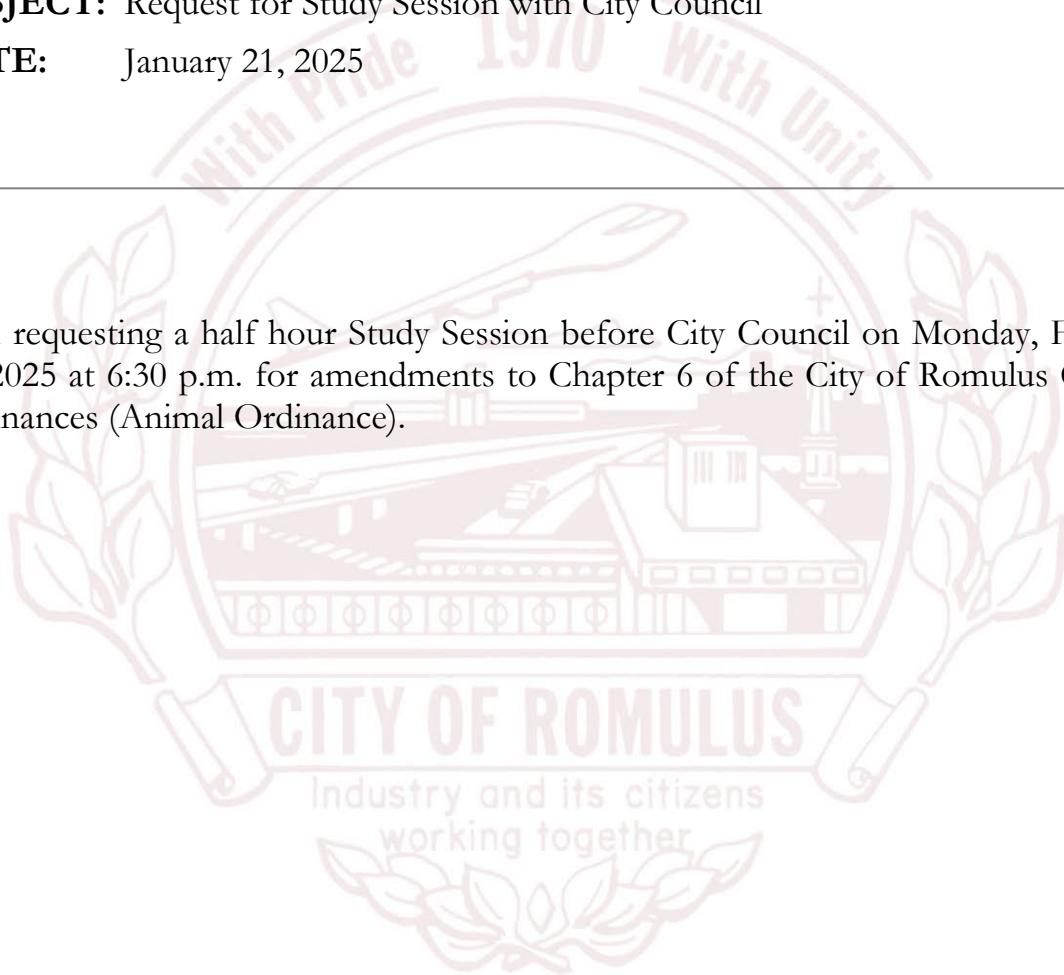
AGENDA ITEM # .

City of Romulus

INTEROFFICE MEMORANDUM

TO: Ellen L. Craig-Bragg, City Clerk
FROM: Mayor Robert A. McCraight
SUBJECT: Request for Study Session with City Council
DATE: January 21, 2025

I am requesting a half hour Study Session before City Council on Monday, February 10, 2025 at 6:30 p.m. for amendments to Chapter 6 of the City of Romulus Code of Ordinances (Animal Ordinance).





City of Romulus

Treasurer's Report

Council Meeting Held:

January 27, 2025

Item No. 7.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Crout Roscoe Talley Wadsworth

Seconded by: Abdo Barden Crout Roscoe Talley Wadsworth

Ayes: All Abdo Barden Crout Roscoe Talley Wadsworth

Nays: All Abdo Barden Crout Roscoe Talley Wadsworth

Abstain: All Abdo Barden Crout Roscoe Talley Wadsworth

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Public Comment

Council Meeting Held:

January 27, 2025

Item No. 8.

General Description: _____

Resolution No. _____

Moved by:	Abdo	Barden	Crout	Roscoe	Talley	Wadsworth
Seconded by:	Abdo	Barden	Crout	Roscoe	Talley	Wadsworth

Ayes:	All	Abdo	Barden	Crout	Roscoe	Talley	Wadsworth
Nays:	All	Abdo	Barden	Crout	Roscoe	Talley	Wadsworth
Abstain:	All	Abdo	Barden	Crout	Roscoe	Talley	Wadsworth

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Unfinished Business

Council Meeting Held:

January 27, 2025

Item No. 9.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Crout Roscoe Talley Wadsworth

Seconded by: Abdo Barden Crout Roscoe Talley Wadsworth

Ayes: All Abdo Barden Crout Roscoe Talley Wadsworth

Nays: All Abdo Barden Crout Roscoe Talley Wadsworth

Abstain: All Abdo Barden Crout Roscoe Talley Wadsworth

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

New Business

Council Meeting Held:
Item No. 10.

January 27, 2025

General Description: _____

Resolution No. _____

Moved by:	Abdo	Barden	Crout	Roscoe	Talley	Wadsworth
Seconded by:	Abdo	Barden	Crout	Roscoe	Talley	Wadsworth

Ayes:	All	Abdo	Barden	Crout	Roscoe	Talley	Wadsworth
Nays:	All	Abdo	Barden	Crout	Roscoe	Talley	Wadsworth
Abstain:	All	Abdo	Barden	Crout	Roscoe	Talley	Wadsworth

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Warrant

Council Meeting Held: **January 27, 2025**

Item No. A.

General Description: Approval of Warrant #: 25-2 for checks presented in the amount of \$1,338,075.49

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

CITY OF ROMULUS WARRANT REGISTER SUMMARY

Council Meeting Date: January 27, 2025
Warrant Number: 25-02

TOTAL WARRANT REGISTER

1,338,075.49

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

1/23/2025

CHECK DISBURSEMENT REPORT FOR CITY OF ROMULUS
CHECK DATE FROM 01/09/25 - 01/23/25

Fund		Amount
Total for fund 101	General Fund	171,822.40
Total for fund 202	Major Street Fund	2,511.97
Total for fund 203	Local Street Fund	15,952.03
Total for fund 205	Public Safety Fund	104,704.39
Total for fund 211	Cable TV	51.23
Total for fund 218	Merriman Rd. Spec. Assess	419.73
Total for fund 219	Street Lighting Fund	58,251.15
Total for fund 226	Garbage & Rubbish Collection Fund	115,156.98
Total for fund 245	Oakwood SAD	112.53
Total for fund 247	Tax Increment Finance Authority	2,677.92
Total for fund 248	Downtown Development Authority	1,700.82
Total for fund 260	Michigan Indigent Defense Fund	8,515.50
Total for fund 261	911 Service Fund	648.26
Total for fund 265	Drug Law Enforcement Fund	9,433.59
Total for fund 271	Library Fund	14,508.72
Total for fund 592	Water & Sewer Fund	609,276.76
Total for fund 661	Motor Vehicle	167,273.44
Total for fund 664	Technology Fund	325.76
Total for fund 676	Retiree's Ins. Benefits	18,993.78
Total for fund 677	Prop & Liability Ins Fund	19,802.00
Total for fund 701	Revolving Fund	4,698.75
Total for fund 703	Current Tax	171.97
Total for fund 704	Imprest Payroll Fund	11,065.81
TOTAL - ALL FUNDS		1,338,075.49

01/23/2025

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 01/09/2025 - 01/23/2025

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank POOL POOLED CASH						
01/14/2025	POOL	86359	1980	COMCAST	8529 10 214 0281543 BUSINESS CABLE 1/18/	183.71
01/14/2025	POOL	86360	0012	DTE ENERGY	29800 SUPERIOR HOT BOX 12/2/24 - 1/1/25	486.32
01/14/2025	POOL	86361	0012	DTE ENERGY	FEDEX HOT BOX ELECTRIC 11/26/24-12/3/24	17.00
01/14/2025	POOL	86362	0012	DTE ENERGY	FEDEX HOT BOX ELECTRIC 12/4/24-1/3/25	64.71
01/14/2025	POOL	86363	0772	DTE ENERGY	MUNICIPAL COMPLEX DEC 2024	10,546.57
01/14/2025	POOL	86364	3209	FIVE STAR ASSET MANAGEMENT LLC	BD BOND REFUND 34872 JULIE	200.00
01/14/2025	POOL	86365	3251	KRIKOR HOLDING LLC	ENCUMBRANCE PO WAYNE ROAD SIDEWALK LOCAL	1,002.00
01/14/2025	POOL	86366	0670	VERIZON WIRELESS	342127256-00001 DEC 24 - JAN 25 ALL DEPA	3,911.14
01/23/2025	POOL	1933(E)	1468	CITY OF ROMULUS	11147 HUNT WATER BILL, 12/1/24-12/31/24	17.71
01/23/2025	POOL	1934(E)	1468	CITY OF ROMULUS	37230 NORTHLINE WATER BILL 12/1/24-12/31	102.32
01/23/2025	POOL	1935(E)	1468	CITY OF ROMULUS	11165 OLIVE B WATER BILL 12/1/24-12/31/2	69.39
01/23/2025	POOL	1936(E)	1468	CITY OF ROMULUS	11165 OLIVE A WATER BILL 12/1/24-12/31/2	77.36
01/23/2025	POOL	1937(E)	1468	CITY OF ROMULUS	11189 SHOOK WATER BILL 12/1/24-12/31/24	17.71
01/23/2025	POOL	1938(E)	1468	CITY OF ROMULUS	36525 BIBBINS WATER BILL, 12/1/24-12/31/	120.70
01/23/2025	POOL	1939(E)	1468	CITY OF ROMULUS	12300 WAYNE WATER BILL 12/1/24-12/31/24	150.10
01/23/2025	POOL	1940(E)	1468	CITY OF ROMULUS	11111 WAYNE WATER BILL 12/1/24-12/31/24	150.10
01/23/2025	POOL	1941(E)	1468	CITY OF ROMULUS	7221 MIDDLEBELT WATER BILL 12/1/24-12/31	142.15
01/23/2025	POOL	1942(E)	1468	CITY OF ROMULUS	12600 WAYNE WATER BILL 12/1/24-12/31/24	281.68
01/23/2025	POOL	1943(E)	1468	CITY OF ROMULUS	28777 EUREKA WATER BILL 12/1/24-12/31/24	174.00
01/23/2025	POOL	1944(E)	1468	CITY OF ROMULUS	6900 WAYNE WATER BILL 12/1/24-12/31/24	94.35
01/23/2025	POOL	1945(E)	1468	CITY OF ROMULUS	11121 WAYNE WATER BILL 12/1/24-12/31/24	104.78
01/23/2025	POOL	1946(E)	1468	CITY OF ROMULUS	11131 WAYNE WATER BILL 12/1/24-12/31/24	277.55
01/23/2025	POOL	1947(E)	1468	CITY OF ROMULUS	11129 WAYNE, NEW 34TH DIST. COURT 12/1/2	325.11
01/23/2025	POOL	1948(E)	2965	CLEAR RATE COMMUNICATIONS, INC.	ACCOUNT # 4876633 1/21/25-2/20/25	6,990.20
01/23/2025	POOL	1949(E)	0581	COMERICA COMM. CARD SERV.	NICOLE HARRIS COMERICA CARD PURCHASES FO	256.33
					J. WOJTYLKO COMERICA CARD PURCHASES FOR	87.99
					ROBERT PFANNES COMERICA CARD PURCHASES F	295.67
					ELLEN CRAIG-BRAGG COMERICA CARD PURCHASE	2,817.48
						3,457.47
01/23/2025	POOL	1950(E)	0012	DTE ENERGY	38205 BARTH - EMERGENCY SIREN 12/3/24 -	29.36
					OAKWOOD STORM SEWER PUMP STATION - 15409	112.53
					6900 WAYNE - FIRE STATION #3 12/3/24 - 1	52.53
					7506 MERRIMAN - LANDSCAPING SERVICE PERI	419.73
					7219 MIDDLEBELT - FIRE #2 12/4/24 - 1/3	826.90
					6241 DEXTER - BOICE PARK 12/5/24 - 1/6/	46.31
					38834 HURON RIVER DR - WATER PUMP 12/6/2	65.88
					37230 NORTHLINE- FS #1 12/4/24-1/6/25	167.29
					12055 WAYNE - BIRD HOUSE 12/5/24-1/6/25	10.53
					10202 SHOOK RD - CEMETERY -12/5/24-1/6/	39.65
					11147 HUNT - HISTORICAL PAVILLION - 12/	73.36
					VINING RD HOT BOX - 34155 GODDARD - 12/5	716.56
					11120 HUNT - SCHOOL HOUSE @ HISTORICAL P	172.71
					12300 WAYNE - ANIMAL SHELTER 12/5/24-1/6	761.01
					16869 BRANDT - CREEKSIDE PUMP STATION 12	61.41
					9755 OZGA - ELMER JOHNSON PARK 12/5/24-1	65.38
					11189 SHOOK - CHAMBER BLDG 12/5/24-1/6/2	404.87
					6061 COLUMBUS - FERNANDEZ PARK 12/10/24-	73.66
					10942 WAYNE - WELCOME TO ROMULUS SIGN -1	21.48
					35257 GODDARD - AMBULANCE BUILDING - 12/	116.48
					28777 EUREKA - FS #4, - 12/19/24-1/10/2	973.24
					11165 OLIVE - POLICE STATION -12/12/24-1	2,534.86
					36525 BIBBINS - SR CTR - 12/12/24-1/10/2	1,670.27
					12600 WAYNE - DPW - 12/12/24-1/10/25	2,482.75
						11,898.75
01/23/2025	POOL	1951(E)	0012	DTE ENERGY	31558 GODDARD - WATER PUMP 12/5/24-1/6/2	1,599.52
01/23/2025	POOL	1952(E)	3992	INVOICE CLOUD INC.	INVERTED PO FOR MONTHLY FEES FOR CREDIT	736.50
01/23/2025	POOL	1953(E)	2947	NATIONAL VISION ADMINISTRATORS, LLC	VISION COVERAGE FOR JANUARY 2025	2,890.98
01/23/2025	POOL	1954(E)	3740	NAVIA BENEFIT SOLUTIONS - LOCKBOX	NAVIA FOR DECEMBER 2024	200.00
01/23/2025	POOL	1955(E)	1014	THE HARTFORD-PRIORITY ACCOUNTS	JANUARY 2024 HARTFORD INSURANCE CUST # 0	10,138.90
					JANUARY 2025 VOLUNTARY LIFE BENEFIT	947.57
						11,086.47
01/23/2025	POOL	87713	3202	1ST AYD CORP	Inventory Order	458.16
01/23/2025	POOL	87714	2942	AIRGAS, INC.	24/25 BLANKET PO FOR AIRGAS INC - FOR OX	77.99
01/23/2025	POOL	87715	3209	AL-MANSOOB AMEER	BD BOND REFUND 11535 WHITEHORN	250.00
01/23/2025	POOL	87716	1158	ALL SEASONS LANDSCAPING	24/25 BLANKET PO - MISC MAINT. SUPPLIES	114.32
01/23/2025	POOL	87717	4412	ALS GROUP USA, CORP.	EPA REQUIRED TESTING	625.00
01/23/2025	POOL	87718	2804	AMAZON CAPITAL SERVICES	MIRM 2025 PRIZES AND SUPPLIES	273.87
					GREEN LEGAL NOTE PADS	8.89

01/23/2025

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 01/09/2025 - 01/23/2025

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					BOBS BOOKS FIRST STORIES	11.98
					KIDS HOLIDAY REPLACEMENTS	32.06
					ACRYLIC SIGN HOLDER	22.99
					THE TEACHER, THE SURROGATE MOTHER	62.67
						<u>412.46</u>
01/23/2025	POOL	87719	4027	AMAZON CAPITAL SERVICES	FIRE DEPARTMENT - EMS IPAD CHARGERS & RE	25.77
					LIGHT TO SEE UNDER HOOD FOR VEHICLE REPA	235.69
					CERTIFICATE FRAME	34.25
					DRONES & SUPPLIES FOR DRONES	336.87
					DRONES & SUPPLIES FOR DRONES	31.98
					OFFICE SUPPLIES	89.99
					SUPPLIES FOR MICHAEL BAKER STUDY SESSION	50.19
					LISEN USB C TO MICRO USB CABLES FOR METE	13.98
					SWEEP AND CLEAN FLOORS	308.74
					TRUCK #106 WIRING REPAIR FOR HEADLIGHT	247.35
					POST CARDS FOR DOG DAYS	65.08
					FLEA MEDICINE AND TOURNIQUE FOR DOGS AND	253.25
					BLDG DEPT SUPPLIES	230.56
					MISC SUPPLIES	135.86
					MISC ISB SUPPLIES	200.12
					FIRE DEPARTMENT: TOW/RECOVERY STRAPS AND	107.63
					OFFICE SUPPLIES & SUPPLIES FOR INSPECTOR	(17.97)
					OFFICE SUPPLIES & SUPPLIES FOR INSPECTOR	(17.97)
						<u>2,331.37</u>
01/23/2025	POOL	87720	MISC	ANN SZLINIS	ANN SZLINIS - JAN 2025 RETIREE HEALTHCAR	336.41
01/23/2025	POOL	87721	MISC	ANN SZLINIS	ANN SZLINIS - FEB 2025 RETIREE HEALTHCAR	336.41
01/23/2025	POOL	87722	0529	ASSOCIATED NEWSPAPERS OF MICHIGAN	ITB 22/23-11 ASSOC. NEWS 7/1/24 TO 12/31	29.69
					ITB 22/23-11 ASSOC. NEWS 7/1/24 TO 12/31	59.38
					ITB 22/23-11 ASSOC. NEWS 7/1/24 TO 12/31	29.69
					ITB 22/23-11 ASSOC. NEWS 7/1/24 TO 12/31	29.69
						<u>148.45</u>
01/23/2025	POOL	87723	4453	ATTY PHYLLIS GAYDEN-ROBINSON	MIDC SERVICE HOURS ATTORNEY PHYLLIS GAYD	1,155.00
01/23/2025	POOL	87724	3649	AUTO VALUE OF ROMULUS	24/25 BLANKET PO FOR MISC MECHANIC PURCH	77.49
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	129.95
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	49.00
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	20.58
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	24.68
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	6.88
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	367.57
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	150.00
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	447.99
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	7.18
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	21.89
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	70.69
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	5.38
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	16.09
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	22.58
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	174.69
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	16.69
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	16.69
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	94.58
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	10.59
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	201.20
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	3.19
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	15.29
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	73.17
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	19.88
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	30.98
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	270.97
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	39.32
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	13.69
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	25.56
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	8.67
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	12.49
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	20.58
					SUPPLIES TO REPLACE OLD BROKEN JACKS	1,779.90
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	(1,033.67)
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	(18.00)
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	(100.00)
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	(11.09)

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Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	(11.99)
					24/25 BLANKET PO FOR MISC MECHANIC PURCH	(27.00)
						3,044.33
01/23/2025	POOL	87725	3649	VOID		V
01/23/2025	POOL	87726	1683	BAKER & TAYLOR	ACCOUNT # 251637 L154147 2 B00000	224.25
					ACCOUNT # 251637 L154147 2 B00000	326.62
					ACCOUNT # 251637 L154147 2 B00000	105.09
					ACCOUNT # 251637 L154147 2 B00000	91.17
					ACCOUNT # 251637 L154147 2 B00000	134.30
						881.43
01/23/2025	POOL	87727	3429	BAYSCAN TECHNOLOGIES	ONE TIME DVD CASE 6 PACK	778.03
					ONE TIME DVD CASE SINGLE	193.64
						971.67
01/23/2025	POOL	87728	0152	BEAVER RESEARCH COMPANY	NEEDED SHOP SUPPLIES	484.86
01/23/2025	POOL	87729	3650	BERT'S TESTING & TRAINING	CDL RANGE AND ROAD	2,000.00
01/23/2025	POOL	87730	4451	BETTINA LITTLE	PEE WEE YOUTH BASKETBALL FALL LEAGUE	60.00
01/23/2025	POOL	87731	0064	BOUND TREE MEDICAL LLC	24/25 BLANKET PO - MEDICAL SUPPLIES AND	529.09
					24/25 BLANKET PO - MEDICAL SUPPLIES AND	8.45
					24/25 BLANKET PO - MEDICAL SUPPLIES AND	622.68
					24/25 BLANKET PO - MEDICAL SUPPLIES AND	607.90
						1,768.12
01/23/2025	POOL	87732	2956	BSB COMMUNICATIONS, INC.	24/25 BLANKET PO FOR TECH SERVICES BSB E	87.50
01/23/2025	POOL	87733	0848	BURTON'S PLUMBING & HEATING CO.	ANNUAL BACKFLOW TESTING - HYDRANT METER	1,900.00
01/23/2025	POOL	87734	1270	CARLISLE WORTMAN ASSOCIATES	GENERAL CONSULTATION DEC 24	415.00
					DECEMBER BLDG CONSULTING	540.00
						955.00
01/23/2025	POOL	87735	3092	CENTER POINT LARGE PRINT	2025 WINTER/SPRING NEWSLETTER - DESIGN/P	47.94
01/23/2025	POOL	87736	1182	CHARTER TWP OF VAN BUREN	LEGAL FEES- LITIGATION AGAINST REPUBLIC	15,000.00
01/23/2025	POOL	87737	3679	CHERYL MCGUIRE	24/25 INVERTED PO - CHERYL MCGUIRE - REC	485.00
01/23/2025	POOL	87738	3606	CITY OF LIVONIA	2025 FISCAL YEAR WESTERN WAYNE COUNTY S	9,000.00
01/23/2025	POOL	87739	1468	CITY OF ROMULUS	35255 GODDARD 10/9/24 - 12/31/24	88.06
01/23/2025	POOL	87740	0917	CITY OF WAYNE	36345 VAN BORN RD SW/WF DEC 2024	7,779.41
01/23/2025	POOL	87741	0885	CLIFFSIDE INVESTMENT LLC	2023 Sum Tax Refund 80 044 01 0394 000	2.32
01/23/2025	POOL	87742	4215	COMMERCIAL REAL ESTATE EXCHANGE	MONTHLY REAL ESTATE CONSULTING FY 24/25	139.00
01/23/2025	POOL	87743	4165	COMMUNITY PUBLISHING & MARKETING LT	2025 WINTER/SPRING NEWSLETTER - DESIGN/P	9,945.00
01/23/2025	POOL	87744	3386	CONSTELLATION NEWENERGY	CITY GAS BILLS 1/16/25	17,075.80
01/23/2025	POOL	87745	0572	CONTRACTORS CONNECTION	INVENTORY ORDER GLOVES & HAMMERS	604.80
					Inventory Order	232.00
						836.80
01/23/2025	POOL	87746	3546	CORE & MAIN	24/25 BLANKET PO FOR MISC WATER SUPPLIES	146.94
01/23/2025	POOL	87747	0225	CROVA SALES & SERVICE	24/25 BLANKET PO FOR CROVA SALES - DPW	165.00
01/23/2025	POOL	87748	4238	DJ'S LANDSCAPE MANAGEMENT	CEMETERY 2024 FALL CLEAN UP	500.00
01/23/2025	POOL	87749	2594	DOWNRIVER UTILITY WASTEWATER AUTHOR	JAN 2025 EXCESS FLOW	210,401.40
01/23/2025	POOL	87750	2594	DOWNRIVER UTILITY WASTEWATER AUTHOR	WASTEWATER DISPOSAL CHARGES NOV 2024	106,301.28
01/23/2025	POOL	87751	2594	DOWNRIVER UTILITY WASTEWATER AUTHOR	WASTEWATER DISPOSAL CHARGES OCT 2024	73,970.10
01/23/2025	POOL	87752	0772	DTE ENERGY	DEC 2024 STREET LIGHTING	61,871.99
01/23/2025	POOL	87753	3611	EAGLE ENGRAVING, INC.	MABAS AND LOCKER TAGS	105.15
01/23/2025	POOL	87754	0226	EASTERN MICHIGAN UNIVERSITY	8ROMPOL EXECUTIVE LEADERSHIP PROGRAM	3,500.00
01/23/2025	POOL	87755	4455	EFFECTIVE FITNESS COMBATIVES	INSTRUCTOR CERTIFICATION COURSE 2/24/25	4,996.00
01/23/2025	POOL	87756	3339	ELSEY CONSTRUCTION PRODUCTS, INC	YARD STOCK	2,743.18
					YARD STOCK	197.97
						2,941.15
01/23/2025	POOL	87757	4220	FLOCK GROUP INC	SOLE SOURCE PURCHASE AND INSTALLATION OF	68,500.00
01/23/2025	POOL	87758	3829	FOSTER BLUE WATER OIL, LLC	24/25 INVERTED PO - ITB 19/20-21 2 YEA	1,575.93
01/23/2025	POOL	87759	0613	GABRIEL, ROEDER, SMITH & CO.	CLIENT 4514 PREPARATION OF GASB STATEMEN	10,500.00
01/23/2025	POOL	87760	2703	GALE/CENGAGE LEARNING	JANUARY BESTSELLERS	65.58
01/23/2025	POOL	87761	4456	GALS AND GHOULS	10 PERSON CLASS INCLUDING SUPPLIES	350.00
01/23/2025	POOL	87762	4273	GEM, INC.	DPW -MULTIPLE CONTROLS ISSUE	625.00

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					RTU 5 NOT HEATING	250.00
					CONTROLS DOWN	500.00
					INSTALLATION OF 6 NEW THERMOSTATS	2,447.64
						<u>3,822.64</u>
01/23/2025	POOL	87763	0128	GIARMARCO, MULLINS, & HORTON, PC	70085-004B GENERAL DEC 24	9,437.60
					70085-010B BUILDING DEC 24	645.00
					70085-005B HR DEC 24	390.00
					70085-006B POLICE DEPT	390.00
						<u>10,862.60</u>
01/23/2025	POOL	87764	2625	GLG PRINT	COR ITB 21/22-11 24/25 WATER BILL PRINTI	2,106.69
01/23/2025	POOL	87765	0631	GORDON FOOD SERVICE, INC.	GORDEN FOOD	271.02
01/23/2025	POOL	87766	0338	GRAINGER INC.	24/25 BLANKET PO - GRAINGER - MISC. MAI	125.93
					24/25 BLANKET PO - GRAINGER - MISC. MAI	153.26
						<u>279.19</u>
01/23/2025	POOL	87767	3575	GREAT LAKES POWER & LIGHTING	VETS MONUMENT - LIGHT POLE AND FIXTURE	4,542.63
01/23/2025	POOL	87768	3264	GREAT LAKES WATER AUTHORITY	300-2451-S INDUSTRIAL WASTE CONTROL FOR	818.40
01/23/2025	POOL	87769	4307	GRECO LAW PLLC	LEGAL SERVICES FOR DECEMBER 2024	12,041.28
01/23/2025	POOL	87770	3433	GROUP 31 SUPPLY	NEEDED WELDING SUPPLIES	408.14
01/23/2025	POOL	87771	2995	HALLAHAN & ASSOCIATES, P.C.	PROFESSIONAL SERVICES THROUGH DECEMBER 3	174.42
01/23/2025	POOL	87772	2789	HILLARD'S GLASS, INC.	24/25 BLANKET PO FOR MISC VEHICLE WINDSH	375.00
01/23/2025	POOL	87773	1420	HYDROCORP, INC.	24/25 INVERTED PO - ITB 17/18-25 COMMER	6,805.00
01/23/2025	POOL	87774	0137	JACK DEMMER FORD	REPAIR R23-FORD INTERCEPTIFM5K8AB1PG8131	6,802.70
					ACCIDENT REPAIR W/S METER TRANSIT #18-22	10,473.37
						<u>17,276.07</u>
01/23/2025	POOL	87775	1896	JAM BEST ONE FLEET SERVICE	LOW STOCK - FOREMAN/INSPECTOR TRUCKS	684.20
01/23/2025	POOL	87776	3785	JEFFREY E. BOWDICH	MIDC SERVICE HOURS ATTORNEY JEFFREY BOWD	1,827.00
					MIDC SERVICE HOURS ATTORNEY JEFFREY BOWD	1,953.00
						<u>3,780.00</u>
01/23/2025	POOL	87777	3820	K-M LAW PLLC	MIDC SERVICE HOURS ATTORNEY KRYSTAL-MARI	252.00
01/23/2025	POOL	87778	3209	Kathleen Randall	BD BOND REFUND 30117 JAMESTOWN	410.00
01/23/2025	POOL	87779	3721	KELLER THOMA PC	CLIENT 005018, GENERAL; PROFESSIONAL SER	255.00
01/23/2025	POOL	87780	2913	KIESLER POLICE SUPPLY INC	SHOTGUN MAINTENANCE REPAIR	81.00
01/23/2025	POOL	87781	3072	KIMBALL MIDWEST	NEEDED SHOP SUPPLIES	460.57
01/23/2025	POOL	87782	MISC	KRYSTINA HALFDAY	REFUND PEEWEE WINTER BASKETBALL	110.00
01/23/2025	POOL	87783	MISC	KYLE HUBBARD	MECHANIC CERTIFICATION RENEWAL	20.00
01/23/2025	POOL	87784	3775	LAW OFFICE OF DANIEL A. BITAR, PLLC	MIDC PROGRAM SERVICE DANIEL BITAR	2,247.00
01/23/2025	POOL	87785	3477	LINDE GAS & EQUIPMENT INC.	24/25 BLANKET PO MISC MECHANIC WELDING S	208.45
01/23/2025	POOL	87786	0212	LOWER HURON CHEM & SUPPLY CO., INC.	24/25 BLANKET PO FOR MISC CLEANING SUPP.	88.98
01/23/2025	POOL	87787	3592	MACEO	MACEO SPRING CONFERENCE	190.00
					MACEO SPRING CONFERENCE	190.00
						<u>380.00</u>
01/23/2025	POOL	87788	4172	MACQUEEN EQUIPMENT, LLC	SWEEPER RENTAL	13,000.00
					REPAIR EPOKE #102	196.47
						<u>13,196.47</u>
01/23/2025	POOL	87789	3620	MARCO TECHNOLOGIES, LLC	WIDE FORMAT PRINT COPIER MAINTENANCE AGR	1,254.00
01/23/2025	POOL	87790	4452	MARGUERITE RAMM	EMANATA SECRET CODE OF COMICS CLASS	150.00
01/23/2025	POOL	87791	3328	MARY OAKLEY	JULY-DEC 2024 RETIREE HEALTH REIMBURSEME	2,018.46
01/23/2025	POOL	87792	2666	MAURER'S TEXTILE RENTAL SERVICES	24/25 INVERTED PO - ITB 21/22-17 UNIFORM	26.54
					24/25 INVERTED PO - ITB 21/22-17 UNIFORM	26.54
					24/25 INVERTED PO - ITB 21/22-17 UNIFORM	26.54
					24/25 INVERTED PO - ITB 21/22-17 UNIFORM	26.54
					24/25 INVERTED PO - ITB 21/22-17 UNIFORM	26.54
					24/25 INVERTED PO FOR EMPLOYEE UNIFORM E	139.76
					24/25 INVERTED PO FOR EMPLOYEE UNIFORM E	30.91
					24/25 INVERTED PO FOR EMPLOYEE UNIFORM E	27.50
					24/25 INVERTED PO FOR EMPLOYEE UNIFORM E	1.57
					24/25 INVERTED PO FOR EMPLOYEE UNIFORM E	141.22
					24/25 INVERTED PO FOR EMPLOYEE UNIFORM E	30.91

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					24/25 INVERTED PO FOR EMPLOYEE UNIFORM E	27.50
					24/25 INVERTED PO FOR EMPLOYEE UNIFORM E	1.57
					24/25 INVERTED PO FOR EMPLOYEE UNIFORM E	141.22
					24/25 INVERTED PO FOR EMPLOYEE UNIFORM E	30.91
					24/25 INVERTED PO FOR EMPLOYEE UNIFORM E	27.50
					24/25 INVERTED PO FOR EMPLOYEE UNIFORM E	1.57
					24/25 INVERTED PO FOR EMPLOYEE UNIFORM E	141.22
					24/25 INVERTED PO FOR EMPLOYEE UNIFORM E	30.91
					24/25 INVERTED PO FOR EMPLOYEE UNIFORM E	27.50
					24/25 INVERTED PO FOR EMPLOYEE UNIFORM E	1.57
						<u>936.04</u>
01/23/2025	POOL	87793	3209	MAX BAKRI	BD BOND REFUND 6180 CORDELL	500.00
01/23/2025	POOL	87794	4360	MERMAID MOLLY ENTERTAINMENT LLC	BELLE BOOK READING 3/11/25	200.00
01/23/2025	POOL	87795	3988	METRO ALARM SYSTEMS LLC	FIRE MONITORING SERVICES & ANNUAL FIRE I	98.97
01/23/2025	POOL	87796	0470	MI. ASSOC OF ANIMAL CONTROL OFFICER	MAACO DUES	100.00
01/23/2025	POOL	87797	1589	MICHIGAN DOWNTOWN ASSOCIATION	MDA ADVOCACY DAY & ANNUAL SPRING WORKSHO	210.00
01/23/2025	POOL	87798	MISC	MID WICK DEVELOPMENT LLC	SEVER WATER DEPOSIT @29245 WICK	6.16
01/23/2025	POOL	87799	0427	MIDWEST TAPE	CUSTOMER # 2000005771 BOOKS	86.22
					CUSTOMER # 2000005771 BOOKS	37.48
					CUSTOMER # 2000005771 BOOKS	88.48
					CUSTOMER # 2000005771 BOOKS	11.99
					CUSTOMER # 2000005771 BOOKS	<u>376.62</u>
						600.79
01/23/2025	POOL	87800	0180	MISS DIG SYSTEM, INC.	MISS DIG 811 2025 MEMBERSHIP AND MAINTEN	6,153.38
01/23/2025	POOL	87801	1327	MML LIABILITY AND PROPERTY POOL	CLAIM DEDUCTIBLE - FRANCIS ROMEO	15,000.00
01/23/2025	POOL	87802	1327	MML LIABILITY AND PROPERTY POOL	CLAIM DEDUCTIBLE - JUSTIN PHILLIPS	4,802.00
01/23/2025	POOL	87803	0068	MUCHMORE HARRINGTON SMALLEY & ASSOC	24/25 INVERTED PO FOR LEGISLATIVE SERVIC	4,000.00
01/23/2025	POOL	87804	3209	NICOLETTE L PETREAN	BD BOND REFUND 38240 WICK	443.75
01/23/2025	POOL	87805	0442	NORTHSIDE TRUE VALUE HARDWARE	24/25 BLANKET PO FOR MISC BUILDING MAINT	49.99
					24/25 BLANKET PO FOR MISC BUILDING MAINT	<u>12.60</u>
						62.59
01/23/2025	POOL	87806	2088	OAKLAND COUNTY	24/25 INVERTED PO - OAKLAND COUNTY (QUA	1,862.25
01/23/2025	POOL	87807	0736	ORCHARD, HILTZ & MCCLIMENT	GET N GO FUEL THRU SEPT 28 2024	210.00
					ESCROW FAIRWAYS AT GATEWAY	19,780.00
					VINING WATER MAIN EASEMENTS - OLD VINING	5,130.00
					INKSTER ROAD WATER MAIN REPLACEMENT DESI	11,634.75
					2024 CONCRETE REPAIR PROGRAM	3,938.00
					DWAM GRANT DESIGNENGINEERING SERVICES	24,114.00
					2025 HMA PROJECT DESIGN	4,752.50
					WAYNE ROAD SIDEWALK INSPECTION	<u>45,571.00</u>
						115,130.25
01/23/2025	POOL	87808	3280	OSBURN INDUSTRIES, INC.	ITB 22/23-20 SAND & LIMESTONE	2,497.46
					ITB 22/23-20 SAND & LIMESTONE	<u>4,630.93</u>
						7,128.39
01/23/2025	POOL	87809	0148	PARAGON LABORATORIES, INC.	FIRE STATION #4 WO#398507	184.00
01/23/2025	POOL	87810	0984	PARKWAY SERVICES, INC.	RED SCHOOL HOUSE PORTAJOHNS 1/4/2025-2/3	180.00
01/23/2025	POOL	87811	2960	PHOENIX SAFETY OUTFITTERS, LLC.	ITB 18/19-20 TURNOUT GEAR RENTAL FY 24/2	700.00
01/23/2025	POOL	87812	1293	PIRTEK METRO DETROIT	24/25 BLANKET PO FOR HYDRAULIC TUBING -	147.79
01/23/2025	POOL	87813	1209	PONTEM SOFTWARE	ANNUAL SUPPORT MAINTENANCE SUBSCRIPTION	2,320.00
01/23/2025	POOL	87814	1299	POSTMASTER	ANNUAL BRM MAINTENANCE	1,020.00
01/23/2025	POOL	87815	4242	PPM TREE SERVICE & ARBOR CARE LLC	6700 WASHINGTON TREE REMOVAL OF TREES IN	5,275.00
01/23/2025	POOL	87816	3959	PRETTY FACE CLEANING SERVICES	11189 SHOOK RD CLEANING- FY 24/25	150.00
					GROWTH WORKS 34TH DISTRICT COURT	100.00
					GROWTH WORKS 34TH DISTRICT COURT	200.00
					GROWTH WORKS 34TH DISTRICT COURT	<u>200.00</u>
						650.00
01/23/2025	POOL	87817	1576	PRINTING SYSTEMS, INC.	ELECTION SUPPLIES	48.50
01/23/2025	POOL	87818	3867	QUADIENT INC	POSTAGE METER SUPPLIES - INK & LABELS	304.95
01/23/2025	POOL	87819	0172	R&R FIRE TRUCK REPAIR	FIRE ENGINE 2 - BAD STEERING SHAFT U-JOI	910.07
01/23/2025	POOL	87820	1952	RITTER GIS, INC.	24/25 INVERTED- GIS SUPPORT SERVICES 7/0	2,550.00
01/23/2025	POOL	87821	0706	SAM'S CLUB DIRECT	TOTES TO STORE THE DOWNTOWN IGLOO'S WHEN	101.88
01/23/2025	POOL	87822	0204	SERVICE ELECTRIC SUPPLY INC	24/25 BLANKET PO FOR - MISC. BUILDING RE	231.47

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01/23/2025	POOL	87823	MISC	STACEY GLORE	PARK RENTAL DEPOSIT REFUND FOR MARY ANN	25.00
01/23/2025	POOL	87824	4040	STAPLES	8.5X11 COPY PAPER	70.98
					PAPER, COPY CASE 8 1/2"X11" 20 LB & OFFI	52.91
					OFFICE SUPPLIES	58.16
						<u>182.05</u>
01/23/2025	POOL	87825	4075	STRYKER SALES, LLC	SOLE SOURCE LOAD SYSTEM & EMS EQUIPMENT	25,460.63
01/23/2025	POOL	87826	3209	SUSAN SIMPSON	BD BOND REFUND 8230 COGSWELL	2,695.00
01/23/2025	POOL	87827	3057	THE ACCUMED GROUP	C-1659 DEC 2024 EMS/FIRE SERVICES	3,150.69
01/23/2025	POOL	87828	1739	THE LIBRARY NETWORK	JAN 25 - MAR 25	7,161.50
01/23/2025	POOL	87829	3780	THE NUNLEY LAW GROUP, PLLC	MIDC SERVICE HOURS FOR ROYCE NUNLEY	829.50
01/23/2025	POOL	87830	4163	THE PAWS CLINIC	SPAY, NEUTER 1 CAT CYPRESS PER GRANT GG	72.00
01/23/2025	POOL	87831	4450	TIMECLOCK PLUS LLC	PIGGYBACK ON OMNIA PARTNERS CONTRACT 14-	2,400.00
01/23/2025	POOL	87832	0007	TINA BURSE	PARK RENTAL DEPOSIT 446657	50.00
01/23/2025	POOL	87833	4152	TK ELEVATOR CORPORATION	34TH COURT - CAT. 3 TESTING ON ELEVATORS	6,597.15
01/23/2025	POOL	87834	3593	TOSHIBA BUSINESS SOLUTIONS	RFP 17/18-01 INVERTED PO FY 24/25 MANAGE	2,906.48
01/23/2025	POOL	87835	4454	TROVIOUS STARR	MIDC PROGRAM SERVICE TROVIOUS STARR	252.00
01/23/2025	POOL	87836	2951	UNIQUE MANAGEMENT SERVICES, INC.	JAN PLACEMENTS	186.40
01/23/2025	POOL	87837	4433	UNIVERSAL LAUNDRY MACHINERY	BID FOR WASHER	11,996.00
01/23/2025	POOL	87838	3368	VERIZON CONNECT FLEET USA LLC	24/25 INVERTED PO- NETWORKFLEET GSA HARD	621.40
01/23/2025	POOL	87839	0106	WAYNE COUNTY	500373, OCT 2019 FIXED SEWAGE ROUGE VALL	37,943.07
01/23/2025	POOL	87840	0106	WAYNE COUNTY	500373, MAR 2020 FIXED SEWAGE ROUGE VALL	37,943.07
01/23/2025	POOL	87841	0106	WAYNE COUNTY	500373, JAN 2025 FIXED SEWAGE ROUGE VALL	36,127.33
01/23/2025	POOL	87842	0106	WAYNE COUNTY DEPT OF ENVIRONMENT	500373 9/14/23 INTEREST & PRINCIPAL STCA	1,580.03
01/23/2025	POOL	87843	0885	WAYNE COUNTY LAND BANK	DECEMBER 16-31, 2024	169.65
01/23/2025	POOL	87844	3174	WAYNE COUNTY PARKS	CROSSWINDS BINGO 3/25/25	125.00
01/23/2025	POOL	87845	1074	WAYNE COUNTY REGISTER OF DEEDS	SHEETZ II ESCROW	63.00
01/23/2025	POOL	87846	0065	WAYNE LAWN & GARDEN CENTER, INC.	24/25 BLANKET PO FOR MECH & GROUNDS - DP	230.14
01/23/2025	POOL	87847	0295	WCAAO	MEMBERSHIP FOR 2021 FOR TAYLOR	15.00
01/23/2025	POOL	87848	0654	WEST SHORE SERVICES, INC.	TOWER ONE NOZZLE REPAIR	3,725.72
					LADDER TRUCK - FIRE	<u>277.21</u>
						4,002.93
01/23/2025	POOL	87849	4337	WILLIAMS EMERGENCY VEHICLES & EQUIP	UPFITTING MEALS ON WHEELS VAN	811.00
01/23/2025	POOL	87850	3209	WJH LLC	BD BOND REFUND 16913 ABERDEEN	200.00
01/23/2025	POOL	87851	0651	WM CORPORATE SERVICES, INC	24/25 INVERTED PO FOR RESIDENT DUMP PASS	550.40
					24/25 INVERTED PO FOR RESIDENT DUMP PASS	498.80
					24/25 INVERTED PO FOR RESIDENT DUMP PASS	<u>(672.00)</u>
						377.20
01/23/2025	POOL	87852	0659	WM CORPORATE SERVICES, INC	24/25 INVERTED PO-RESIDENTIAL TRASH PICK	99,161.11
01/23/2025	POOL	87853	0659	WM CORPORATE SERVICES, INC	24/25 INVERTED PO FOR DUMPSTER CHARGES	893.80
01/23/2025	POOL	87854	0659	WM CORPORATE SERVICES, INC	24/25 INVERTED PO FOR DUMPSTER CHARGES	861.60
01/23/2025	POOL	87855	0659	WM CORPORATE SERVICES, INC	24/25 INVERTED PO FOR DUMPSTER CHARGES	861.60
01/23/2025	POOL	87856	2656	WOLVERINE FREIGHTLINER - WESTSIDE	24/25 BLANKET PO FOR MECHANICS PARTS	27.69
01/23/2025	POOL	87857	2656	WOLVERINE FREIGHTLINER - WESTSIDE	PIGGYBACK ROCHESTER HILLS, MI PURCHASE O	109,472.00
01/23/2025	POOL	87858	4299	WRAP TECHNOLOGIES, INC	BOLAWRAP 150 NYLON HOLSTER - MOLLE ATTAC	437.65
01/23/2025	POOL	87859	MISC	WYNDHAM GARDEN	HYDRANT DEPOSIT REF 70425104	<u>2,884.70</u>
POOL TOTALS:						
Total of 178 Checks:						1,338,075.49
Less 1 Void Checks:						<u>0.00</u>
Total of 177 Disbursements:						1,338,075.49

Constellation charges

		Amount due
34th District Court	11131 WAYNE ROAD	825.81
34th District Court	11131 WAYNE ROAD	37.16
Fire Sta#3	6900 WAYNE RD	140.82
Fire Sta#4	28777 EUREKA RD	655.67
Senior Ctr.	36525 BIBBINS ST	836.17
Police Dept.	11165 OLIVE ST	2,111.26
City Hall	11111 WAYNE RD	1,022.88
Fire Sta#2	7221 MIDDLEBELT RD	607.03
Library	11121 WAYNE RD	2,192.86
RAC	35765 NORTHLINE RD	7,743.48
D.P.W.	12600 WAYNE RD	3,516.12
Occupant-West Shore Fire	37230 NORTHLINE RD	317.59
Cemetery	10210 Shook Road	88.07
Occupant	35257 GODDARD RD	452.96
Animal Shelt.	12300 WAYNE RD	936.63
Hist. PK. School	11120 HUNT ST	163.56
Kingsley H.	11147 HUNT ST	292.23
DDA/Chamber	11189 SHOOK RD	460.59
New 34th District	11129 Wayne Road	2,418.39
		24,819.28
	Total minue RAC	<u>17,075.80</u>



City of Romulus

Communication

Council Meeting Held:
Item No. 12

January 27, 2025

Councilperson Abdo: _____

Councilperson Barden: _____

Councilperson Crout: _____

Councilperson Roscoe: _____

Councilperson Talley: _____

Councilperson Wadsworth: _____



City of Romulus

Adjournment

Council Meeting Held:

January 27, 2025

Item No. 13

General Description: _____

Resolution No. _____

Moved by:	Abdo	Barden	Crout	Roscoe	Talley	Wadsworth
Seconded by:	Abdo	Barden	Crout	Roscoe	Talley	Wadsworth

Ayes:	All	Abdo	Barden	Crout	Roscoe	Talley	Wadsworth
Nays:	All	Abdo	Barden	Crout	Roscoe	Talley	Wadsworth
Abstain:	All	Abdo	Barden	Crout	Roscoe	Talley	Wadsworth

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED