



**CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
June 8, 2026
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.

Pledge of Allegiance

Roll Call

1. Agenda

A. Approval of Agenda

2. Public Comment - FOR AGENDA ITEMS ONLY Citizens are to limit their comments to three (3) minutes. All citizens wishing to speak will be heard.

3. Approval of Consent Agenda (All matters listed under the Consent Agenda are considered routine by the Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the consent agenda and considered under the next agenda item.)

A. Approval of Minutes from the Regular Meeting held on Tuesday, May 26, 2026, at 7:30 p.m.

4. Discussion - Items removed from Consent Agenda Items removed from the Consent Agenda of the previous section will be discussed here.

5. Petitioner

A. PDA-2020-001, Fairways of Gateway - PDA Preliminary Site Plan Second Amendment
SPR-2026-004; The Bluffs at Gateway — Preliminary Condominium Plan Amendment

B. RZ-2024-001; SLU-2024-002; SPR-2023-029; Pilot Travel Center

6. Chairperson's Report, Tina Talley, Mayor Pro-Tem

A. Boards & Commissions Updates

B. Approval of the Chairperson's Report

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

A. Amendment #6 to Water Services Contract with Great Lakes Water Authority

B. MDOT Agreement 26-5252 - I-94 Branding - Merriman Road Sign

C. ITB 25/26-23 DPW Yard Clean Up Cubic Yard Pricing for Debris Hauling

D. Piggyback OMNIA Partners Zones Contract - Replacement of Dell Data Domain Infrastructure

E. Piggyback on Sourcewell Contract - for one (1) DEMERS MXP170E Type I Ambulance for the Romulus Fire Department

F. Resolution Pledging Limited Tax Full Faith and Credit in Support of TIFA for the City of Romulus Tax Increment Bonds, Series 2026

G. Introduction of Budget Amendment 25/26-15

H. Introduction of Budget Amendment 25/26-19

I. Introduction of Budget Amendment 25/26-20

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

A. First Reading & Introduction of amendments to Chapter 48, Signs, of the City Code of Ordinances

9. **Treasurer's Report – Stacy Paige, Treasurer**
10. **Public Comment** - Citizens are to limit their comments to three (3) minutes. All citizens wishing to speak will be heard.
11. **Unfinished Business**
12. **New Business**
13. **Warrant**
 - A. Approval of Warrant #: 26-11 for checks presented in the amount of \$778,185.01
14. **Communication**
15. **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: **June 8, 2026**

Item No. A.

General Description: Approval of Agenda

Resolution No. _____

<i>Moved by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Seconded by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

<i>Ayes:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Nays:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Abstain:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Approval of Consent Agenda

Council Meeting Held:

June 8, 2026

All matters listed under the Consent Agenda are considered routine by the Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is requested, it will be removed from the consent agenda and considered under the next agenda item.

Item No. 3

General Description: _____

Resolution No. _____

<i>Moved by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Seconded by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

Ayes:	All	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
Nays:	All	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
Abstain:	All	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Approval of Consent Agenda

Council Meeting Held: **June 8, 2026**

Item No. **A.**

General Description: Approval of Minutes from the Regular Meeting held on Tuesday, May 26, 2026, at 7:30 p.m.

Resolution No. _____

<i>Moved by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Seconded by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

<i>Ayes:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Nays:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Abstain:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MINUTES OF THE REGULAR ROMULUS CITY COUNCIL MEETING
May 26, 2026
Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174

Pledge of Allegiance

The meeting was called to order at 7:30 pm by Mayor Pro Tem Tina Talley

Roll Call

Present: Kathy Abdo, David Jones, Celeste Roscoe, Tina Talley, William Wadsworth, Mark Wilhide
Absent / Excused: David Bullok

Councilman Bullock was not present during roll call but joined the meeting at 7:35 pm.

Administrative Officials in Attendance:

Ellen L. Craig-Bragg, Clerk
Stacy Paige, Treasurer

Administrative Staff in Attendance:

Julie Wojtylko - Chief of Staff; David Greco - City Attorney; Jerry Frayer - DDA Director & Economic Development Liaison; Gary Harris, Deputy Financial Services Director; Christina Parker, Purchasing Director; Patty Braden, Librarian.

1. Agenda

- A.** Moved by **William Wadsworth**, seconded by **Celeste Roscoe**, to approve the Agenda.

Roll Call Vote: Ayes - Abdo, Jones, Roscoe, Talley, Wadsworth, Wilhide

Nays - None

Motion Carried Unanimously.

2. Public Comment - FOR AGENDA ITEMS ONLY - None

3. Approval of Consent Agenda

Moved by **Celeste Roscoe**, seconded by **David Jones**, to approve the Consent Agenda.

Roll Call Vote: Ayes - Abdo, Bullock, Jones, Roscoe, Talley, Wadsworth, Wilhide

Nays - None

Motion Carried Unanimously.

- A.** **Res. No #26-130** Approval of the Minutes from the Regular Meeting Held on Monday, May 11, 2026, at 7:30 p.m.
- B.** **Res. No #26-131** Approval of the Minutes from the Special Meeting — Public Hearing held on Monday, May 11, 2026, at 6:30 p.m. to hear comments or objections to the proposed 2026/27 FY Budget for the City of Romulus as set forth in Ch. 9, Section 9.3 of the Romulus City Charter.
- C.** **Res. No #26-132** Approval of a Study Session Request for Monday, June 8, 2026, at 6:00 p.m. to discuss the Quarterly Investment Report.
- D.** **Res. No #26-133** Approval of a Study Session Request for Monday, June 22, 2026, at 6:30 p.m. to present information about the 5-Points Roundabout Project.

4. Discussion - Items removed from Consent Agenda - None

5. **Petitioner - None**

6. **Chairperson’s Report, Tina Talley, Mayor Pro-Tem**

A. Boards & Commissions Update

- Councilman Wilhide reported on the Police, Fire & Safety Commission.
- Councilwoman Abdo reported on the Library and Cemetery Boards.
- Councilman Jones reported on the Pension and Healthcare Committee.
- Councilwoman Roscoe reported on the Planning Commission.
- Councilman Wadsworth reported on _____
- Mayor Pro Tem Talley gave an update on Wayne County Commissioner Al Wilson's upcoming Coffee Hour. She also commented on events that occurred, including the RHS Prom Toast, Hook & Ladder, and Veterans Monument Memorial Ribbon Cutting event.

B. Moved by **Celeste Roscoe**, seconded by **David Jones**, to accept the Chairperson's Report.

Roll Call Vote: Ayes - Abdo, Bullock, Jones, Roscoe, Talley, Wadsworth, Wilhide

Nays - None

Motion Carried Unanimously.

7. **Mayor’s Report – Robert A. McCraight, Mayor**

The Chief of Staff, Julie Wojtylko, presented the Mayor's Report.

A. **Res. No. #26-134** Moved by **Mark Wilhide**, seconded by **William Wadsworth**, to concur with the administration and adopt the General and Special Appropriations Act and Tax Levy authorization for the City of Romulus for the Fiscal Year 2026-2027; provided, however, that the appropriation for the 34th District Court shall be in the amount of \$3,979,970.00 rather than the amount proposed in the submitted budget materials.

**CITY OF ROMULUS
GENERAL APPROPRIATIONS ACT**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROMULUS:

That for the expenditures of the **34th District Court** and its activities for the fiscal year beginning July 1, 2026 and ending June 30, 2027, the following amount is hereby appropriated.

OPERATING EXPENDITURES \$4,179,970

**CITY OF ROMULUS
GENERAL AND SPECIAL APPROPRIATIONS ACT**

A resolution to provide for the adoption of a budget proposed by the Mayor containing estimates of proposed revenues and expenditures for the fiscal year beginning July 1, 2026 and ending June 30, 2027 and millage rates to support this budget.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROMULUS:

SECTION 1. That for the expenditures of the City Government and its activities

for the fiscal year, beginning July 1, 2026 and ending June 30, 2027, the amounts in the following sections are hereby appropriated.

SECTION 2. That for the said fiscal year there is hereby appropriated out of the General Fund on an activity basis, the following:

101

COUNCIL	134,260
MAYOR	1,142,270
CLERK	1,124,380
FINANCIAL SERVICES	14,428,780
TREASURER	1,128,450
PUBLIC SAFETY	2,432,700
PUBLIC SERVICES	4,913,050
COMMUNITY & ECONOMIC DEVELOPMENT	119,030
RECREATIONAL & CULTURAL	2,114,160
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TOTAL EXPENDITURES	27,537,080
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REVENUES

PROPERTY TAXES	11,214,000
BUSINESS LICENSES & PERMITS	1,553,400
FEDERAL GRANTS & REVENUES	32,500
STATE GRANTS & REVENUES	4,940,700
CHARGES FOR SERVICES	533,850
FINES & FORFEITS	100,000
INTEREST & RENTS	1,000,000
OTHER REVENUES	2,178,990
CONTRIBUTIONS FROM LOCAL UNITS	66,500
NON-BUSINESS LICENSES & PERMITS	510,000
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TOTAL REVENUES	22,129,940
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APPROPRIATION - FUND BALANCE	5,407,140
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TOTAL REVENUES & APPROPRIATED FUND BALANCE	27,537,080
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SECTION 3. That for the said fiscal year there is hereby appropriated out of the Major Roads Fund on an activity basis, the following:

202 MAJOR ROADS FUND EXPENDITURES	1,609,930
TRANSFER TO LOCAL STREETS	1,412,400
TRANSFER TO DEBT FUND	112,400
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TOTAL EXPENDITURES & CONTINGENCIES	3,134,730
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REVENUES

3,337,100

SECTION 4. That for the said fiscal year there is hereby appropriated out of the Local Streets Fund on an activity basis, the following:

203 LOCAL STREETS FUND EXPENDITURES

4,193,320

REVENUES

4,739,570

SECTION 5. That for the said fiscal year there is hereby appropriated out of the Public Safety Fund on an activity basis, the following:

205 PUBLIC SAFETY FUND EXPENDITURES

20,421,648

APPROPRIATION - FUND BALANCE

1,131,113

REVENUES

19,290,535

TOTAL REVENUES & APPROPRIATED FUND BALANCE

20,421,648

SECTION 6. That for the said fiscal year there is hereby appropriated out of the Romulus Athletic Center Fund on an activity basis, the following:

208 ROMULUS ATHLETIC CENTER FUND EXPENDITURES

3,131,931

REVENUES

3,134,945

SECTION 7. That for the said fiscal year there is hereby appropriated out of the Cemetery Perpetuation Fund on an activity basis, the following:

209 CEMETERY FUND

REVENUES

200

APPROPRIATION - FUND BALANCE

TOTAL REVENUES & APPROPRIATED FUND BALANCE

-

SECTION 8. That for the said fiscal year there is hereby appropriated out of the Cable Television Fund on an activity basis, the following:

211 CABLE TELEVISION

363,200

REVENUES

265,000

APPROPRIATION - FUND BALANCE

98,200

TOTAL REVENUES & APPROPRIATED FUND BALANCE

363,200

SECTION 9. That for the said fiscal year there is hereby appropriated out of the Merriman Road Special Assessment Fund on an activity basis, the following:

218 MERRIMAN RD SPECIAL ASSESSMENT	<u>117,350</u>
REVENUES	<u>166,500</u>

SECTION 10. That for the said fiscal year there is hereby appropriated out of the Street Lighting Fund on an activity basis, the following:

219 STREET LIGHTING	<u>751,700</u>
REVENUES	<u>837,500</u>

SECTION 11. That for the said fiscal year there is hereby appropriated out of the Community/Employee Activity Fund on an activity basis, the following:

225 COMMUNITY/EMPLOYEE ACTIVITY FUND	<u>15,000</u>
REVENUES	<u>42,000</u>

SECTION 12. That for the said fiscal year there is hereby appropriated out of the Sanitation Fund on an activity basis, the following:

226 SANITATION FUND EXPENDITURES	<u>2,044,920</u>
REVENUES	<u>1,906,780</u>
APPROPRIATION - FUND BALANCE	138,140
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>2,044,920</u>

SECTION 13. That for the said fiscal year there is hereby appropriated out of the Oakwood Special Assessment District on an activity basis, the following:

245 OAKWOOD SPECIAL ASSESSMENT DISTRICT	<u>8,700</u>
REVENUES	<u>-</u>
APPROPRIATION - FUND BALANCE	8,700
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>8,700</u>

SECTION 14. That for the said fiscal year there is hereby appropriated out of the Community Development Block Grants Fund on an activity basis, the following:

252 COMMUNITY DEVELOPMENT BLOCK GRANTS	<u>23,180</u>
REVENUES	<u>20,000</u>
APPROPRIATION - FUND BALANCE	3,180
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>23,180</u>

SECTION 15. That for the said fiscal year there is hereby appropriated out of the Michigan Indigent Defense Fund on an activity basis, the following:

260 MICHIGAN INDIGENT DEFENSE FUND	<u>329,700</u>
REVENUES	<u>330,500</u>

SECTION 16. That for the said fiscal year there is hereby appropriated out of the 9 1 1 Fund on an activity basis, the following:

261 9 1 1 FUND	<u>178,240</u>
REVENUES	<u>131,930</u>
APPROPRIATION - FUND BALANCE	46,310
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>178,240</u>

SECTION 17. That for the said fiscal year there is hereby appropriated out of the State Law Enforcement Fund on an activity basis, the following:

265 STATE FORFEITURE FUND	<u>5,200</u>
REVENUES	<u>1,000</u>
APPROPRIATION - FUND BALANCE	4,200
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>5,200</u>

SECTION 18. That for the said fiscal year there is hereby appropriated out of the Federal Law Enforcement Fund on an activity basis, the following:

266 FEDERAL LAW ENFORCEMENT FUND	<u>310,872</u>
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REVENUES	25,000
APPROPRIATION - FUND BALANCE	285,872
TOTAL REVENUES & APPROPRIATED FUND BALANCE	310,872

SECTION 19. That for the said fiscal year there is hereby appropriated out of the Municipal Library Fund on an activity basis, the following:

271 MUNICIPAL LIBRARY	1,238,940
REVENUES	1,274,610

SECTION 20. That for the said fiscal year there is hereby appropriated out of the Opioid Settlement Fund on an activity basis, the following:

284 OPIOID SETTLEMENT	40,000
REVENUES	40,500

SECTION 21. That for the said fiscal year there is hereby appropriated out of the Vetrans Trust fund on an activity basis, the following:

294 VETERAN'S TRUST FUND	500
REVENUES	600

SECTION 22. That for the said fiscal year there is hereby appropriated out of the 2017B Court Building Debt Service Fund on an activity basis, the following:

305 2017B COURT BUILDING CAPITAL IMPROVEMENT BONDS	983,750
REVENUES	983,750

SECTION 23. That for the said fiscal year there is hereby appropriated out of the 2017A Ecorse/Vining Capital Improvement Debt Service Fund on an activity basis, the following:

306 2017A ECORSE/VINING CAPITAL IMPROVEMENT BONDS	976,250
REVENUES	1,015,850

SECTION 24. That for the said fiscal year there is hereby appropriated out of the 2014 Capital Improvement Debt Service Fund on an activity basis, the following:

352 2014 CAPITAL IMPROVEMENT BONDS	<u>112,400</u>
REVENUES	<u>112,400</u>

SECTION 25. That for the said fiscal year there is hereby appropriated out of the Sewer Debt Service Fund on an activity basis, the following:

389 SEWER DEBT SERVICE	<u>200,000</u>
REVENUES	<u>75,000</u>
APPROPRIATION - FUND BALANCE	<u>125,000</u>
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>200,000</u>

SECTION 26. That for the said fiscal year there is hereby appropriated out of the Water Debt Service Fund on an activity basis, the following:

396 WATER DEBT SERVICE	<u>60,000</u>
REVENUES	<u>30,000</u>
APPROPRIATION - FUND BALANCE	<u>30,000</u>
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>60,000</u>

SECTION 27. That for the said fiscal year there is hereby appropriated out of the Court Building Construction on an activity basis, the following:

482 COURT BUILDING CONSTRUCTION	<u>92,810</u>
REVENUES	<u>30,000</u>
APPROPRIATION - FUND BALANCE	<u>62,810</u>
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>92,810</u>

SECTION 28. That for the said fiscal year there is hereby appropriated out of the Ecorse Construction & Vining Road Extension Fund on an activity basis, the following:

403 ECORSE CONSTRUCTION & VINING ROAD EXTENSION	<u>500</u>
REVENUES	<u>30,000</u>

SECTION 29. That for the said fiscal year there is hereby appropriated out of the Tax Increment Finance Authority Vining Road Construction Fund on an activity basis, the following:

495 TIFA-VINING CONSTRUCTION

-

REVENUES

600

SECTION 30. That for the said fiscal year there is hereby appropriated out of the Sewer and Water Fund on an activity basis, the following:

592 SEWER AND WATER

21,432,176

REVENUES

17,919,020

APPROPRIATION - FUND BALANCE

3,513,156

TOTAL REVENUES & APPROPRIATED FUND BALANCE

21,432,176

SECTION 31. That for the said fiscal year there is hereby appropriated out of the Vehicle and Equipment Fund on an activity basis, the following:

661

MOTOR VEHICLE AND EQUIPMENT

2,982,113

REVENUES

2,309,320

APPROPRIATION - FUND BALANCE

672,793

TOTAL REVENUES & APPROPRIATED FUND BALANCE

2,982,113

SECTION 32. That for the said fiscal year there is hereby appropriated out of the Technology Services Fund on an activity basis, the following:

664

TECHNOLOGY SERVICES

1,004,970

REVENUES

1,113,030

SECTION 33 . That for the said fiscal year there is hereby appropriated out of the Property and Liability Self-Insurance Fund on an activity basis, the following:

677

PROPERTY AND LIABILITY SELF INSURANCE

664,730

REVENUES

669,200

SECTION 34. That for the said fiscal year there is hereby appropriated out of the Retirement Insurance Benefit Fund on an activity basis, the following:

676 RETIREE INSURANCE BENEFITS

2,380,900

REVENUES

3,372,310

SECTION 35. That for the said fiscal year there is hereby appropriated out of the Brownfield Redevelopment Authority Fund on an activity basis, the following:

BROWNFIELD REDEVELOPMENT

243 AUTHORITY

2,590

REVENUES

68,480

SECTION 36. That for the said fiscal year there is hereby appropriated out of the Downtown Development Authority Fund on an activity basis, the following:

248 DOWNTOWN DEVELOPMENT AUTHORITY

873,900

REVENUES

706,940

APPROPRIATION - FUND BALANCE

166,960

TOTAL REVENUES & APPROPRIATED FUND BALANCE

873,900

SECTION 37. That for the said fiscal year there is hereby appropriated out of the Tax Increment Finance Authority Funds on an activity basis, the following:

247 TIFA DISTRICT

16,285,290

REVENUES

12,711,310

APPROPRIATION - FUND BALANCE

3,573,980

TOTAL REVENUES & APPROPRIATED FUND BALANCE

16,285,290

SECTION 38. That for the said fiscal year there is hereby appropriated the following Capital Budget expenditures:

CAPITAL BUDGET

19,988,500

SECTION 39. That amounts budgeted for specific items or purposes and not required to be utilized for such items or purposes may be spent by the Mayor for other items or purposes within the same activity for which such allocations are made.

SECTION 40. Be it further resolved that the following millage rates as provided by charter or statute be assessed:

OPERATING MILLAGE	9.4063
P.A. 359 MILLAGE	0.03250
FIRE AND POLICE SERVICES MILLAGE	4.0000
LIBRARY MILLAGE	1.0000
SANITATION MILLAGE	1.5500

SECTION 41. Be it further resolved that the Property Tax Administration Fee and any type of late penalty charge as provided for by charter or statute be assessed.

Roll Call Vote: Ayes - Abdo, Bullock, Jones, Roscoe, Talley, Wadsworth, Wilhide
 Nays - None

Motion Carried Unanimously.

- B. Res. No. #26-135** Moved by **Mark Wilhide**, seconded by **Kathy Abdo** to concur with the administration and authorize the DPW to auction the following equipment on Govdeals.com, with the buyer to pay a 12.50% fee to Govdeals per vehicle, with all other proceeds going to the appropriate City fund.

Roll Call Vote: Ayes - Abdo, Bullock, Jones, Roscoe, Talley, Wadsworth, Wilhide
 Nays - None

Motion Carried Unanimously.

- C. Res. No. #26-136** Moved by **Celeste Roscoe**, seconded by **William Wadsworth**, to concur with the administration and consent to piggyback on the MiDeal Contract #240000001207 for the purchase of one (1) 2025 Chevrolet Traverse AWD LT Utility vehicle in the amount of \$39,718.00 from Todd Wenzel Chevrolet.

Roll Call Vote: Ayes - Abdo, Bullock, Jones, Roscoe, Talley, Wadsworth, Wilhide
 Nays - None

Motion Carried Unanimously.

- D. Res. No. #26-137** Moved by **David Jones**, seconded by **Mark Wilhide** to concur with the administration and consent to piggyback on the TIPS Periscope Holdings Contract #230105 and enter into a three-year contract for bid solicitation development, electronic evaluation, and contract management services at a total cost of \$23,643.75 and authorize continued use and renewal of this agreement beyond the initial term, provided funds are budgeted annually and/or the platform remains operational and supported by the vendor (end of life).

Roll Call Vote: Ayes - Abdo, Bullock, Jones, Roscoe, Talley, Wadsworth, Wilhide
 Nays - None

Motion Carried Unanimously.

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

- A. **Res. No. #26-130** Moved by **Celeste Roscoe**, seconded by **Mark Wilhide** to concur with the recommendation of the Romulus Election Commission and adopt the attached resolution establishing Mt. Olive Baptist Church, located at 35565 Beverly Rd., as a temporary polling location for Precinct 8, and the Thomas J. Coleman Community Center, located at 35351 Beverly Rd.) as a temporary polling location for Precinct 9 for the August 4, 2026, Primary Election pursuant to MCL 168.662(6) of the Michigan Election Law.

Roll Call Vote: Ayes - Abdo, Bullock, Jones, Roscoe, Talley, Wadsworth, Wilhide

Nays - None

Motion Carried Unanimously.

9. Treasurer's Report – Stacy Paige, Treasurer

The City Treasurer commented on the Veteran's Monument Memorial Ribbon Cutting Ceremony and acknowledged and thanked everyone who attended the event.

10. Public Comment -

Three members of the public requested to speak on the DHS Lawsuit / ICE Detention Center.

11. Unfinished Business – None

12. New Business - None

13. Warrant

- A. **Res. No. #26-136** Moved by **Kathy Abdo**, seconded by **William Wadsworth**, to approve the Warrant #: 26-10 for checks presented in the amount of \$1,678,767.63.

Roll Call Vote: Ayes - Abdo, Bullock, Jones, Roscoe, Talley, Wadsworth, Wilhide

Nays - None

Motion Carried Unanimously.

14. Communication - None

15. Adjournment

Moved by **William Wadsworth**, seconded by **David Jones**, to adjourn the meeting at 8:38 pm

Roll Call Vote: Ayes - Abdo, Bullock, Jones, Roscoe, Talley, Wadsworth, Wilhide

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 May 26, 2026.



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



City of Romulus

Discussion – Items Removed from Consent Agenda

Council Meeting Held:
Item No. 4.

June 8, 2026

ITEM # _____ : _____

Motioned By: ___ Abdo ___ Bullock ___ Jones ___ Roscoe ___ Talley ___ Wadsworth ___ Wilhide

Seconded By: ___ Abdo ___ Bullock ___ Jones ___ Roscoe ___ Talley ___ Wadsworth ___ Wilhide

Ayes: ___ All ___ Abdo ___ Barden ___ Crout ___ Jones ___ Roscoe ___ Talley ___ Wadsworth

Nays: _____

_____ Motion Carried Unanimously _____ Motion Carried _____ Motion Failed

ITEM # _____ : _____

Motioned By: ___ Abdo ___ Bullock ___ Jones ___ Roscoe ___ Talley ___ Wadsworth ___ Wilhide

Seconded By: ___ Abdo ___ Bullock ___ Jones ___ Roscoe ___ Talley ___ Wadsworth ___ Wilhide

Ayes: ___ All ___ Abdo ___ Barden ___ Crout ___ Jones ___ Roscoe ___ Talley ___ Wadsworth

Nays: _____

_____ Motion Carried Unanimously _____ Motion Carried _____ Motion Failed

ITEM # _____ : _____

Motioned By: ___ Abdo ___ Bullock ___ Jones ___ Roscoe ___ Talley ___ Wadsworth ___ Wilhide

Seconded By: ___ Abdo ___ Bullock ___ Jones ___ Roscoe ___ Talley ___ Wadsworth ___ Wilhide

Ayes: ___ All ___ Abdo ___ Barden ___ Crout ___ Jones ___ Roscoe ___ Talley ___ Wadsworth

Nays: _____

_____ Motion Carried Unanimously _____ Motion Carried _____ Motion Failed

Res. No. _____

Res. No. _____

Res. No. _____



City of Romulus

Petitioner

Council Meeting Held: **June 8, 2026**

Item No. **A.**

General Description: PDA-2020-001, Fairways of Gateway - PDA Preliminary Site Plan Second Amendment
SPR-2026-004; The Bluffs at Gateway — Preliminary Condominium Plan Amendment

Resolution No. _____

<i>Moved by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Seconded by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

<i>Ayes:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Nays:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Abstain:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



PDA-2020-001; Fairways at Gateway PDA (Second Amendment)
SPR-2026-004; The Bluffs at Gateway (Preliminary Condominium
Plan Amendment)

Subdivision No. 3 (Lots 220, 221 & 222)

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

DATE: May 20, 2026

SUBJECT: PDA-2020-001, Fairways of Gateway
PDA Preliminary Site Plan Second Amendment
SPR-2026-004; The Bluffs at Gateway
Preliminary Condominium Plan Amendment

LOCATION: Merriman Rd between Van Born and Beverly Roads
Subdivision No. 3, Lots 220, 221, and 222 (6.18 acres)

TYPE OF REVIEW: Preliminary PDA Site Plan Amendment
Preliminary Condominium Plan Amendment

DATED of SP: 1/5/2026, *4/10/2026*

ZONING: R-1A/PDA, Single-family Planned Development Area (PDA)

REQUEST: - Amendment to PDA (Planned Development Area) to replace 53 multiple-family attached units in 13 buildings with 31 single-family detached units
- Preliminary Condominium Plan Amendment for 31 single-family detached units

APPLICANT: Rino Soave, Infinity Homes

SITE INFORMATION:

The property is located on the west side of Merriman Road between Van Born and Beverly Roads. The development area comprises 6.18 acres and includes lots 220, 221 and 222, near the intersection of St. Andrews and Augusta Drives, known as The Bluffs Gateway. It is zoned R-1A/PDA, Single-family Residential, Planned Development Area.



BACKGROUND

Recent amendments to the Fairways at Gateway PDA development began in October of 2018 when the Planning Commission reviewed a concept plan to revise two sections of the approved PDA Preliminary Site Plan as follows:

- **The Bluffs** at Gateway (Subdivision No. 3, Lots 220, 221, and 222 (6.18 acres) to replace 56 duplex units and 1 single-family detached unit with 53 attached units in 13 buildings and
- **Oakmont** at Gateway (Parcel ID #80-99-0001-707) to replace 112 duplex units with 91 single family detached units.

While the residential unit mix was changing, the Planning Commission found that the proposed amendments met the intent of the original PDA that was approved in 1997 along with subsequent approvals in 2009. The Planning Commission recommended approval of the amended PDA Preliminary Site Plan and the amended Preliminary Condominium plans for the Oakmont and Bluffs developments to City Council on December 19, 2022. City Council approved the requests on March 6, 2023 and the First amendment to PDA Agreement was recorded on January 12, 2024. Construction began on March 31, 2025 and there are currently 50 units constructed or under construction at this time. There was no further review activity for The Bluffs portion of the development until late 2025. An official PDA amendment request to change the type of residential use from multiple-family to single-family was submitted on January 30, 2026 and a public hearing before the Planning Commission was held on April 20, 2026. There were Gateway residents that attended the public hearing and commented on conditions associated with other areas of the development (see Planning Commission minutes). After discussion, the Planning Commission took the following action:

Preliminary PDA Site Plan Amendment

Motion by McAnally, support by Glotfelty, to recommend approval of PDA-2020-001; Fairways at Gateway amended Preliminary PDA Site Plan and Second Amendment to the PDA Agreement to the City Council subject to conditions identified in the consultant and department reports.

Roll call vote: Ayes – McAnally, Glotfelty, Green, Crova, Gbogboade, Talon-Jemison, Roscoe, Long, Freitag. Nays – None. Motion passed 9-0.

Preliminary Condominium Plan Amendment

Motion by McAnally, support by Glotfelty, to recommend approval of SPR-2026-004; The Bluffs at Gateway Preliminary Condominium Plan Amendment to the City Council, subject to conditions identified in the consultant and department reports.

Roll call vote: Ayes – McAnally, Glotfelty, Gbogboade, Crova, Green, Long, Roscoe, Talon-Jemison, Freitag. Nays – None. Motion passed 9-0.

A revised site plan per the conditions of Planning Commission approval has been provided and is currently under review by ARC. While it appears that all conditions have been met, additional information on tree preservation will need to be reviewed during engineering.

REQUEST

The applicant, Infinity Homes, a current builder in the Fairways at Gateway development, is requesting an amendment to the PDA (Planned Development Area) including the Preliminary PDA Site Plan and Agreement and Preliminary Condominium Plan to allow 31 single-family detached units on Lots 220, 221, and 220 to replace the previously approved 13 multiple-family buildings 53 attached units.

These modifications are based on changed conditions in the real estate market and financing sector.

REVIEW PROCESS

Section 19.10 of the Zoning Ordinance addresses changes to the approved PDA. The proposed amendments to allow single-family units to replace attached units is considered a major change and subject to Planning Commission review and approval. The proposed amendment will also require modifications to the PDA Agreement which will require restatement and approval by the City Council. The following is a brief summary of the review process:

- | | |
|------------------|--|
| <i>4/20/2026</i> | <i>Public hearing for Preliminary PDA Site Plan amendment; and Preliminary Condominium Plan Review (note that this final PDA site plan is considered an amended preliminary condominium plan subject to the requirements of Article 16 for condominiums)</i> |
| <i>4/20/2026</i> | Planning Commission recommendation to City Council on amended PDA Preliminary Site Plan and Preliminary Condominium Plan |
| <i>5/8/2026</i> | City Council review of amended PDA Preliminary Site Plan and Preliminary Condominium Plan and restated PDA Agreement |

An amended Preliminary PDA Site Plan per the requirements of *Articles 17* and *19* has been provided. Note that as part of preliminary PDA site plan review, all deviations from the approved PDA plan and from the Zoning Ordinance have been identified (including: the amended PDA proposes single-family development consistent with the deviations granted in the PDA which allows 60-foot wide lots where the R1-A District requires 70-foot wide lots; side yard setbacks in the PDA are 5 feet and 10 feet where the R-1A District requires 7 feet and a total of 20 feet; and minimum lot size is 7,200 sq. ft. where the R-1A District requires 9,600 sq. ft.)

SUMMARY

The amended PDA Preliminary Site Plan, Preliminary Condominium Plan (final PDA site plan), Master Deed, By-laws, and Second Amendment to Planned Development Area Agreement for the proposed 31 single-family detached unit development (Bluffs at Gateway) have been reviewed by the City's

planning consultant, CWA; engineering consultant, OHM; general legal counsel, Greco Law; as well as appropriate City departments.

If the City Council finds that the plans and information provided concur with the Planning Commission's recommendations that the proposed amendment to the PDA and Condominium Plan does not materially impact the intent of the PDA, and that the amendments are in compliance with Zoning Ordinance standards, the following motions may be considered:

1. **Amended Preliminary PDA Site Plan and Agreement**

To concur with the recommendation of the Planning Commission and approve **PDA-2020-001; Fairways at Gateway** amended Preliminary PDA Site Plan and 2nd Amendment to the PDA Agreement subject to finalization and execution of the PDA Agreement by the City Attorney.

2. **Preliminary Condominium Plan – The Bluffs at Gateway**

To concur with the recommendation of the Planning Commission and approve **SPR-2026-004; The Bluffs at Gateway** Preliminary Condominium Plan Amendment subject to the conditions of the Planning Commission and ARC.



Carol Maise, City Planner

Nays – None
Motion passed 9-0.

5. Comments from the Public on Non Agenda Items

None.

6. Old Business

None

7. Public Hearings

A. PDA-2020-001; Fairways at Gateway PDA Amendment

Applicant: Rino Soave, Infinity Home Corp
Liz Thomas, Infinity Homes Corp
Request: Preliminary PDA Site Plan Amendment – Bluffs at Gateway
Location: South of Van Born, east of Merriman
Subdivision #3 Parcels 80-009-01-0220-000, 80-009-01-0221-000 & 80-009-001-0222 (Lots 220, 221 & 222)
Project: PDA Amendment to allow 31 single family residential homes rather than the previously approved 13 buildings containing 53 attached units in Subdivision #3 (Lots 220, 221 & 222)

(Action Required: **Make Motion** to Recommend to City Council to approve, approve with conditions, deny or postpone action on the proposed Preliminary PDA Site Plan Amendment – Bluffs at Gateway)

City Planner Maise explained that the item before the Commission was a public hearing for a preliminary PDA site plan amendment for the Bluffs at Gateway. The next item on the agenda, under New Business, would be the condominium plan for the Bluffs amendment, which the Commission will have just reviewed. Both agenda items (7.A and 8.A) address the same development.

Applicant Presentation

Rino Soave, Infinity Homes & Co., 42400 Grand River, Suite 112, Novi, was present on behalf of this application. He made the following comments:

- If approved, this would be the final piece of the Gateway development, which has been ongoing since 1995. Infinity became involved in 2012 and has constructed nearly 450 homes in Romulus since 2013, including homes in Gateway and throughout the City.
- The original PDA site plan included approximately 156 condominium units. Infinity later received approval to reduce the development to 91 units, while keeping the subject parcel separate.
- Since sales opened in October 2024, approximately 40 homes have been sold. Sales have averaged approximately one to three homes per month, and Infinity has a fully staffed sales model and a fully staffed onsite construction operation. Construction has been going well and approximately 30 houses are actively under construction. The average sales prices range from approximately \$350,000 to nearly \$500,000.

- The remaining approved piece of the Gateway development consisted of 56 attached ranch style condominiums. Because single family residential sales have been strong, Infinity is requesting to reduce the approved PDA from 56 units to 31 single family homes.
- If the amendment is approved, Infinity would likely begin construction later this year or next spring, when the existing phase would be winding down. Sales for this phase could open next summer, and the development would likely be completed in late 2028 or in 2029. The homes would be very similar to the current plans, with the possibility of introducing a couple of new plans, and pricing would likely remain relatively similar, subject to market conditions.

Public Hearing

Noting that an affidavit of first class mail is on file, Chair Freitag opened the public hearing.

Lazette Stitt, 31726 Pine Valley, said that when they purchased their home, they had not discussed any housing being built outside of the homes currently in place. Homes in her area were purchased for approximately \$400,000 to \$450,000. She was concerned that the proposed homes would decrease the value of existing homes. Ms. Stitt also raised concerns regarding issues with their Infinity built home. She asked whether existing home issues would be addressed before additional homes are built. She described the online ticket process for residents to communicate issues to the developer. She had concerns with the quality of work, noting that she had only lived in her home for six months and had repeatedly had to submit tickets and reach out for resolution. Given the amount she spent on her home, she expects quality in her home and the same quality to continue in the neighborhood.

Erica Ivey, 31712 Pine Valley Drive, identified the concrete application as a concern throughout the subdivision. Many driveways on the street have been broken up. Her concrete has been down less than one year and should not look the way it does. She did not put salt on the concrete because it needed time to cure, but pockmarks are still visible in the concrete along the street. Additionally, her roof remains on her punch list, and her roof issues have not been addressed. She asked that existing home issues be addressed before additional building begins.

Janet Harmon, 32841 Augusta Court, said she has lived in Gateway for more than 25 years. If residents are having problems with the builder, the builder should not be allowed to continue until the existing homeowners' properties are fixed. She stated that Gateway is supposed to be a golf club community, and expressed concern that trees had been removed to build houses, and more houses are now proposed.

Tonya Adams, 31735 Pine Valley Drive, had the same concerns as the prior speakers regarding the concrete. She had a private inspection performed and several trip hazards were identified. She did not use salt or any type of deicing product on the concrete, but the concrete is starting to crumble and has craters throughout. Ms. Adams stated that she submitted a ticket and was told that the issue was due to weather, which made no sense to her. The concrete should be fixed now, before the developer is gone.

Michelle Horsley, 31665 Pine Valley Drive, said that all the residents appeared to have concrete issues. Her driveway had fallen in. Her walkway had previously been replaced because it was

uneven, but is now crumbling again. She understood there may have been EPA changes affecting concrete, but the new residents should not bear the burden of the failing concrete. Given the amount paid for the homes, residents expect the quality that was represented when they purchased their homes.

Close of Public Hearing

As no other public indicated they wanted to speak, Chair Freitag closed the public hearing and brought the matter back to the Commission.

Commission discussion and action

Commissioner Talon-Jemison disclosed that she lives in Gateway on the opposite side of the development and serves as President of the Consolidated HOAs, which includes the HOA associated with the homes affected by this request. She had discussed the matter with the City Attorney, who advised that although she has a personal relationship with the area, it does not constitute a conflict of interest. Accordingly, Commissioner Talon-Jemison stated that she would not recuse herself and would participate in the discussion of the matter.

Commissioner McAnally asked about the process for homeowners to have their properties repaired, and if the City inspects any of that work.

Director of Building and Planning Kemp responded that the City performs a thorough inspection during the construction process. In response to further comments from Ms. Horsley, Director Kemp explained that during the winter, the City allows temporary certificates of occupancy when most work is complete, but some items cannot be completed until weather conditions improve. When seasonal items are later completed, a full certificate of occupancy is issued. Ms. Horsley's full certificate of occupancy was issued after the sidewalk repair was completed.

Ms. Horsley stated that the concrete is now crumbling.

Director Kemp further explained that the City inspects construction during the building process and does not generally return after the fact unless an issue or problem is brought to the City's attention. City inspectors are regularly present during construction and during his time with the City, communication among the inspectors, the developer, and the contractors has been good and construction inspections have gone smoothly.

Commissioner Crova asked whether disputes between the builder, warranty provider, and homeowner are handled through the State of Michigan Licensing and Regulatory Affairs (LARA) and the Bureau of Construction Codes if they are not otherwise resolved. Director Kemp responded that if an issue rises to that level, it may proceed through those channels, but the City is not involved in the developer's warranty process or the ticket program. After a certificate of occupancy is issued, the City would become involved if there is a property maintenance issue, unsafe condition, or other enforcement issue that is reported or observed. In those cases the City typically sends a notice to the homeowner.

In response to a question from Chair Freitag, Ms. Ivy said that there are several homes on her street with similar issues with their concrete. Residents are concerned about what the concrete will look like next year when the community should still look brand new.

In response, Mr. Soave said that Infinity has a warranty process and typically provides up to a two year warranty. The first year generally covers basic common items such as drywall cracks and settling, while the second year covers structural issues such as roof leaks, basement wall leaks, etc.

Mr. Soave stated that concrete has become a significant issue throughout the State and the country. He acknowledged the resident comment regarding EPA guidelines, and said that he has never had as many concrete complaints as in the last 3 years, after the EPA guidelines changed as a result of a federal mandate intended to reduce carbon emissions associated with cement and concrete manufacturing. The change has affected the additives used in concrete and has weakened the concrete. Infinity has recently met with Ready-mix and flatwork companies about the issue. Infinity has a lengthy list of concrete warranty complaints, including pitting that appears within months after homeowners close on new homes. The Michigan Homebuilders Association is also researching this issue.

Mr. Soave explained that there are also maintenance responsibilities for homeowners. The first question manufacturers ask is whether the driveway was sealed.

Mr. Soave stated that he would speak with residents after the meeting, and Infinity would address concrete issues as needed. He noted that even if salt is not placed directly on a driveway, vehicles can carry road salt from Michigan roads home, which is one reason manufacturers cite in denying warranty coverage. However, the onus remains on Infinity because the homeowners purchased their homes from Infinity.

Commissioner McAnally asked Mr. Soave about the eight conditions listed on page 6 of the April 8, 2026 Carlisle Wortman review letter, specifically calling out item #4, *Address the buildability of unit 29*, which was a pie-shaped lot. Mr. Soave responded that site 29 includes a proposed storm sewer unit and that the lot is pie shaped and tapers significantly toward the rear. The issue has been discussed with the City engineer, and Infinity would likely limit the size of the house on that particular site. Director Kemp noted that the City would not approve a house if it did not meet the applicable requirements. The City would review the plot plan, building location, setbacks, easements, yard area, and available space before approval. The lot lines may need to be reviewed to determine whether there is any room for adjustment, and any issues with Unit 29 will be fully resolved. Mr. Soave affirmed that any home placed on the lot would maintain the required setbacks and also would have to be approved before construction.

Chair Freitag asked whether Lots 30 and 31 could be made smaller to allow Lot 29 to be straightened out. Engineering Consultant Katers explained that there is an existing storm sewer that runs between Lots 29 and 30. Even if a portion of Lot 30 or Lot 31 were moved, the storm sewer would still need to be addressed. The structure on Lot 29 could not be made larger because of that limitation. A recently submitted plan that had not yet been reviewed appeared to show a home fitting on Lot 29 within the setbacks and without encroaching on the easement. Director Kemp confirmed that the easement would remain green space and that the owner would not be able to build on it or place anything there.

Commissioner McAnally continued reviewing the 8 outstanding items listed on page 6 of the Carlisle Wortman memorandum, specifically noting that the landscape plan must be revised to include the calculations for street trees and to substitute the Red Maple trees as noted. A lighting plan must be provided if additional streetlights are proposed. The acreage of the PDA amendment must be clarified as the site plan identifies 6.19 acres while the Master Deed identifies 25.26 acres.

Mr. Soave acknowledged that there is still work to be done. City Planner Maise stated that the listed items were resolvable and mostly involved cleaning up the documents. Engineering Consultant Katers said that the acreage discrepancy appeared to be leftover language from the original Fairways at Gateway documents. The Bluffs language needs to be updated so it references the property that is the subject of the current PDA amendment.

City Planner Maise asked whether additional streetlights were proposed. Mr. Soave stated that streetlights are already present for those sections that had already been developed. Director Kemp stated that if any additional streetlights are proposed, a lighting plan would be required.

City Planner Maise asked about the parking spaces and on street parking. Mr. Soave stated that parking would typically be limited to the side of the street opposite the fire hydrants, with “no parking” signs on the side of the street where the hydrants are located, consistent with the existing Phase Five. Director Kemp agreed that one side of the street would allow on street parking and that the other side would be signed as a fire lane with no parking.

Commissioner Talon-Jemison asked about the calculation of street trees. There were tree related issues in the Preserves and also in Treetops when Phase Four was finished, and issues with the trees should be resolved before people move in. In the Preserves, residents were told they would have to plant their own trees, and in Treetops there were not as many trees as anticipated. Phases One, Two, and Three had more of a tree lined appearance, while Phase Four appeared to have approximately half the number of trees. She did not know whether that changed with the PDA, but Gateway should not have changed from the earlier phases.

Mr. Soave confirmed that Commissioner Talon-Jemison was referring to street trees, of which a certain number were required by ordinance. City Planner Maise pointed out that the tree calculation was one of the outstanding review items. The landscape architect will need to identify how many trees are proposed per lot. Director Kemp added that during final inspections the City reviews the approved plan showing where street trees are required and how many street trees must be installed. A final certificate of occupancy is not issued unless the required street trees are planted and in place.

Commissioner Talon-Jemison said that in Gateway there are trees planted immediately next to lights, and in the summer the lights cannot be seen because the trees have overgrown them. She asked that the same issue does not occur in the new portion of the development.

In response to other questions from Commissioner Talon-Jemison, City Planner Maise explained that while R-1A requires a 70' frontage, the 1995 PDA approval granted a deviation to 60' lot width for the overall development.

Commissioner Talon-Jemison stated that some of the lots appeared to be approximately 55 or 56 feet wide on the plans. City Planner Maise explained that lot width is measured at the setback line. Carlisle Wortman had recently reviewed the definition of lot width, and the lots were confirmed to meet the 60 foot minimum at the setback line.

In response to questions, Mr. Soave pointed out that he was not the original developer for this project. Infinity took over the development around 2012 or 2013, after sales had ended around 2007 and the property had been in foreclosure for some time.

Commissioner Talon-Jemison asked Mr. Soave whether senior affordable housing may be brought forward in the future, specifically ranch condominium style housing with no basement. Mr. Soave stated that something may come before the Commission next year for property on Ecorse.

Chair Freitag returned to the driveway issue and asked whether purchasers are told that they must seal their driveways. Mr. Soave stated that driveway care is included in Infinity's due care information and that, in light of the current concrete issues, the company is reinforcing that information. Infinity is taking additional measures and going above the minimum requirements by adding additives to the concrete. He had recently asked a Ready-mix company owner what would happen if Infinity took additional due care measures and still experienced pitting or scaling. The response was that the process is one of trial and error. The manufacturers may ultimately need to be pursued if the problems continue. He noted that there are only two companies in the United States that manufacture the cement used in concrete, which limits available options. Infinity is working with each customer to evaluate their concerns.

Chair Freitag asked whether any of the subject properties have steep driveways or whether they are generally flat. Mr. Soave stated that there is not a significant amount of driveway pitch and that he did not believe any were beyond approximately 8% or 10% .

Commissioner Green asked whether there is a warranty for the concrete. Mr. Soave stated that there is a limited warranty that includes homeowner due care requirements. Commissioner Green stated that the residents appeared to be describing craters, popping, and small circular marks in the concrete. Those conditions can sometimes be caused by over drying, finishing, or air pockets in the concrete, and although Ready-mix issues may be involved, other issues may relate to the finishing work. Mr. Soave reiterated that each warranty claim is reviewed individually because this is not a one size fits all issue.

Commissioner Talon-Jemison pointed out that the State of Michigan has a twelve month warranty on new construction; residents may contact Lansing to learn more.

Chair Freitag recognized Ms. Stitt, who said that her porch finish is cracking and that no salt, sand, or other product has been placed on the porch because it is covered.

Chair Freitag advised that if anyone had moved in less than one year ago and was beginning to see problems, they should contact the developer rather than waiting for the problems to worsen.

Commissioner Long recommended that the residents file written documented complaints through their HOA.

Chair Freitag indicated she was ready to entertain a motion.

Motion by McAnally, support by Glotfelty, to recommend approval of PDA-2020-001; Fairways at Gateway amended Preliminary PDA Site Plan and Second Amendment to the PDA Agreement to the City Council subject to conditions identified in the consultant and department reports.

Roll call vote:

Ayes – McAnally, Glotfelty, Green, Crova, Gbogboade, Talon-Jemison, Roscoe, Long, Freitag

Nays – None

Motion passed 9-0.

8. New Business

A. SPR-2026-004; The Bluffs at Gateway

Applicant: Rino Soave, Infinity Home Corp
Request: Preliminary Condominium Plan Amendment
Location: Subdivision No. 3, Lots 220, 221, and 222 (6.18 acres)
Project: Amendment to allow 31 single-family residential homes, rather than the approved 13 buildings containing 53 attached units in Subdivision No. 3

(Action Required: **Make Motion** to Recommend to City Council to approve, approve with conditions, deny or postpone action on the Preliminary Condominium Plan Amendment)

Based on the discussion just held under Agenda Item 7.1, the following motion was offered:

Motion by McAnally, support by Glotfelty, to recommend approval of SPR-2026-004; The Bluffs at Gateway Preliminary Condominium Plan Amendment to the City Council, subject to conditions identified in the consultant and department reports.

Roll call vote:

Ayes – McAnally, Glotfelty, Gbogboade, Crova, Green, Long, Roscoe, Talon-Jemison, Freitag

Nays – None

Motion passed 9-0.

B. TA-2026-001; Southern Gateway Text Amendment Discussion

Introduction

City Planner Maise explained that this was a discussion item regarding an amendment to the Southern Gateway Overlay. Now that the overlay is being used and applied to incoming projects, staff has identified items that need to be cleaned up. OHM has begun a review, and staff was seeking Planning Commission input so the amendment can be formalized.

Discussion

City of Romulus

PDA AMENDMENT APPLICATION

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

Case No. _____ Date filed: _____ Initial Planning Application Fee: _____ Initial Escrow Fee: _____

PDA # _____ Name of PDA: Fairways at Gateway PDA- Subdivision No. 3 Phase II

Infinity Homes & Co., LLC (Rino Soave)	248-449-8084	RSoave@infinityhomescorp.com
Applicant's Name	Phone No.	E-mail
42400 Grand River Ave. Suite 112, Novi, MI 48375	Owner	
Applicant's Address	Applicants Legal Interest in Property	

Property Owner (s) if Different from Applicant	Phone No.	E-mail
Rino Soave	248-449-8084	RSoave@infinityhomescorp.com

Designated Project Contact Name/Title	Phone No.	E-mail
42400 Grand River Ave. Suite 112, Novi, MI 48375		
Designated Project Contact Mailing Address		

SITE/PROJECT INFORMATION

Property Address: _____ Name of Project: Bluffs at Gateway

Zoning of the Property: R-1A/PDA Parcel Identification No(s): See attached

Area of property 6.18 acres total

RESIDENTIAL DEVELOPMENT:		Land Area of Each Residential Use (in acres):
No. of Single Family Detached Units:	31	varies- see plans
No. of Attached Units:	0	varies- see plans
Area of Open Space (20%) (in acres):		Noted on plans as in accordance of section 3.08

PROPOSED PDA AMENDMENT. On a separate sheet of paper please describe the proposed PDA amendment and provide all necessary supporting documentation for the amendment. In accordance with Section 19.10 of the Zoning Ordinance upon review of the proposed amendment and PDA development agreement, a determination will be made with regard to review process.

ATTACH THE FOLLOWING:

- A written description of the proposed PDA amendment with supporting documentation for the amendment including approval from the condominium, homeowner's or other applicable association.
- A draft amendment to the PDA Development Agreement with modifications clearly indicated.
- Proof of Ownership in the form of a warranty deed, lease agreement or option to purchase. If option or lease agreement is submitted the terms (expiration) of the document must be provided.
- Any plans associated with the proposed amendment.
- Required review fee.

APPLICANT'S ENDORSEMENT

[Handwritten Signature]

1/30/20

Signature of Applicant(s)

Date

PROPERTY OWNER ENDORSEMENT

[Handwritten Signature]

1/30/20

Signature of Property Owner(s)

Date

AFFIDAVIT OF PETITIONER

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

Kino Soane 1/30/20
Print Applicant Name Date

[Handwritten Signature]
Signature of Applicant Date
Authorizing this Application

[Handwritten Signature] 1/30/20
Print Property Owner (s) Name (s) Date

Kino Soane 1/30/20
Signature (s) of Property Owner (s) Date

STATE OF MICHIGAN)
COUNTY OF WAYNE)
Subscribed and sworn before me this 20th day
of January 20 20.

Elizabeth Marie Thomas Notary Public,
Oakland County, Michigan
My Commission Expires
April 17, 20 24.

STATE OF MICHIGAN)
COUNTY OF WAYNE)
Subscribed and sworn before me this 20th day
of January 20 20.

Elizabeth Marie Thomas Notary Public,
Oakland County, Michigan
My Commission Expires
April 17, 20 24.

ELIZABETH MARIE THOMAS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Apr. 17, 2026
Acting in the County of Oakland

ELIZABETH MARIE THOMAS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Apr. 17, 2026
Acting in the County of Oakland

PROPERTY DESCRIPTION - THE BLUFFS AT GATEWAY
PARCEL NO. 80-009-001-0220-000, 80-009-001-0221-000 & 80-009-001-0222-000
LOTS 220, 221 & 222 OF THE FAIRWAYS AT GATEWAY SUB. NO. 3 AS RECORDED IN LIBER
119 OF PLATS, PAGES 37-43 INCLUSIVE.
CONTAINING 6.18 ACRES.

City of Romulus

SITE PLAN REVIEW APPLICATION

Planning Department - Dept of Public Services - 12600 Wayne Road, Romulus MI 48174
 Phone: (734) 955-4530 - Planning@Romulusgov.com - Romulusgov.com

Applications to the Planning Commission must be administratively reviewed by staff and found "substantially complete" prior to being placed on the Planning Commission agenda. The application must be accompanied by the data specified in the Zoning Ordinance, the Development Review Guidelines and Application, plus the required review fees.

Site Information:

Property Address: BLUFFS AT GATEWAY

Parcel ID#s: SEE ATTACHED

SEE ATTACHED

The property is located on the NORTH/SOUTH/EAST/WEST side of
Meriman Road; between VAN BORN
 Road & Beverly Road.

Frontage of _____ feet and a depth of _____ feet.

Total Gross Acreage: N/A Total Net Acreage: 6.18

Total Acreage of Development Area: 6.18

Project Description:

Name of Project: Bluffs @ Gateway
 Property Zoning: RIA-PDA
 Proposed Use: 31 Single family
homes.

A written description of the **existing** and **proposed uses**, including but not limited to the hours of operation, number of employees on largest shift, number of company vehicles MUST be included on the Site Plan

Is this Use considered a **Special Land Use**? ___ YES/ NO
 (if yes a separate application must be filed)

Are there any public roads, alleys or utilities, which must be **vacated** by the City? ___ YES/ NO
 (if yes, approval of the vacation must be approved prior to site plan approval)

Project Information: This Section to be filled out by City

Case Number: SPR- _____

Date Submitted: _____

Non-refundable Planning Fee: _____

Initial Escrow Fee: _____

Total Fee: _____

Project Detail: Check Use:

- Industrial Commercial Office
- Institutional Cell Tower/WECS
- Condominium/Land Division
- Subdivision Plat – Tentative Preliminary Plat
- Subdivision Plat Final Preliminary Plat
- Part of PDA
- New Construction
- Expansion/Modification to Existing Building/Site

Sq. Ft. of Existing Buildings N/A

Sq. Ft. of Addition/Expansion: N/A

Sq. Ft. of Proposed Buildings ≈ 2,000 sq ft.

No. of Units/Lots/Buildings Proposed 31 lots

No. of Units/Lots/Buildings Existing N/A

Tree and Woodland Information:

Each Application must comply with Chapter 38 of the Code of Ordinances

Does the site contain regulated trees or woodland area?
 ___ YES/ NO

If there are no trees and/or no regulated trees on site then a "No Tree Affidavit" must be submitted with this application signed by a licensed engineer, forester or other qualified individual.

Wayne County Roads:

Does the project require any curb cuts onto any Wayne County roads? ___ YES/ NO

Please contact Wayne County DPS-Permits at 734-595-6504 for a permit application.

Applicant Information:

Name: Infinity-Gateway LLC
 Street: 42400 Grand River Ave #112
 City: Novi,
 State: MI Zip: 48375
 Phone: 248 449 8084
 Email/Fax: () LThomas@infinityhomescorp.com

Project Representative:

Name: Rino Soave
 Street: Same as applicant
 City: _____
 State: _____ Zip: _____
 Phone: () _____
 Email/Fax: () _____

Property Owner Information:

Name: same as applicant
 Street: _____
 City: _____
 State: _____ Zip: _____
 Phone: () _____
 Email/Fax: () _____

Affidavit of Petitioner:

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

Rino Soave
 Print Applicant Name _____ Date _____
[Signature]
 Signature of Applicant _____ Date _____
Rino Soave
 Print Property Owners Name _____ Date _____
[Signature]
 Signature of Property Owner _____ Date _____

Property Restrictions:

Legally binding development constraints such as a Planned Development Agreement, deed restrictions or court rulings may limit the developmental capacity of your site. It is your responsibility to be aware of such restriction.

Applicants Initial _____

Notary for Applicant:

Subscribed and sworn before me, this 30th day of January 2020. A Notary Public in and for Oakland County, Michigan.
[Signature]
 (Signature)
 Notary Public
 My Commission expires April 17th, 2020

Notary for Property Owner:

Subscribed and sworn before me, this 30th day of January 2020. A Notary Public in and for Oakland County, Michigan.
[Signature]
 (Signature)
 Notary Public
 My Commission expires April 17th, 2020

MASTER DEED OF BLUFFS AT GATEWAY
(Pursuant to the Condominium Act, PA 59 of 1978 as amended;
MCL 559.101 et seq.)

Wayne County Condominium Subdivision Plan No. _____ containing:

1. Master Deed establishing Bluffs at Gateway;
2. Exhibit A to Master Deed: Condominium Bylaws; and
3. Exhibit B to Master Deed: Condominium Subdivision Plan.

The above-mentioned exhibits are incorporated into and made a part of this Master Deed.

This document is exempt from transfer tax under MCL 207.505(a) and MCL 207.526(t).

This document is drafted by and after recording return to:

Liz Thomas
42400 Grand River Ave. Suite 112
Novi, Michigan 48375

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Exhibit B—Condominium Subdivision Plan for Bluffs at Gateway

MASTER DEED of BLUFFS AT GATEWAY

This Master Deed is signed and delivered on _____, 2026, by INFINITY-GATEWAY, LLC, a Michigan limited liability company, 42400 Grand River Avenue, Suite 112, Novi, Michigan 48375 (Developer), on the terms and conditions set forth below.

Section 1. ESTABLISHMENT OF CONDOMINIUM

1.1 Project. Developer is engaged in the development of a 31 Unit site condominium project known as Bluffs at Gateway (the Project), in the City of Romulus, Wayne County, Michigan, on a parcel of land as described in Section 2 below.

1.2 Establishment of Condominium. Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B to establish the real property described in Section 2 below (the Property), together with the improvements located and to be located on the Property, as a condominium project (the Condominium) under the provisions of the Michigan Condominium Act (the Act). Developer declares that on the recording of this Master Deed, the Condominium shall be a Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act and to the covenants, conditions, restrictions, uses,

limitations, and affirmative obligations in this Master Deed, all of which shall be deemed to run with the land and to be a burden on and a benefit to Developer; its successors and assigns; any persons who may acquire or own an interest in the Condominium; and their grantees, successors, heirs, personal representatives, administrators, and assigns.

1.3 Project Description. The Project is a single family residential site condominium. The Condominium units that may be developed in the Project, including the number, boundaries, dimensions, and area of each unit (Unit), are shown on the Condominium Subdivision Plan set forth in Exhibit B hereof. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a public road.

1.4 Owner Rights. Each owner of a Unit (Owner) in the Project shall have an exclusive property right to Owner's Unit and to the limited common elements that are appurtenant to Owner's Unit and shall have an undivided right to share with other Owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

Section 2. LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property. The land that is being submitted to Condominium ownership in accordance with the provisions of the Act is legally described as follows:

LEGAL DESCRIPTION

LOTS 220, 221 & 222 OF THE FAIRWAYS AT GATEWAY SUB. NO. 3 AS RECORDED IN LIBER 119 OF PLATS, PAGES 37-43 INCLUSIVE. CONTAINING 6.18 ACRES.

2.2 Beneficial Easements. Easements are created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and local units of governments for utilities, the Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility, and other easements described or shown on Exhibit B.

Section 3. DEFINITIONS

3.1 Definitions. Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Project such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and Rules and Regulations of Bluffs at Gateway Condominium Association, a Michigan nonprofit corporation, and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

- a. *Act or Condominium Act* means the Michigan Condominium Act, PA 59 of 1978; MCL 559.101 et seq.
- b. *Association or Association of Owners* means Bluffs at Gateway Condominium Association, the Michigan nonprofit corporation of which all Owners shall be members, which shall administer, operate, manage, and maintain the Project.
- c. *Association Bylaws* means the corporate bylaws of the Association organized to manage, maintain, and administer the Project.
- d. *Common Elements* means the portions of the Project other than the Condominium Units, including all general and limited common elements described in Section 4 of this Master Deed.
- e. *Condominium Bylaws* means Exhibit A to this Master Deed, which are the bylaws that describe the substantive rights and obligations of the Owners.
- f. *Condominium Documents* means this Master Deed with its Exhibits, the Articles of Incorporation and Bylaws of the Association, the Rules and Regulations adopted by the board of directors of the Association, and any other document that affects the rights and obligations of an Owner in the Condominium.
- g. *Condominium Property or Property* means the land referenced in Section 2, as that may be amended, together with all structures, improvements, easements, rights, and appurtenances on or belonging to the Condominium Property.
- h. *Condominium Subdivision Plan or Subdivision Plan* means Exhibit B to this Master Deed, which are the survey and other drawings depicting the real property and improvements to be included in the Project.
- i. *Condominium Unit or Units* means the portion of the Project that is designed and intended for separate ownership and use, as described in this Master Deed.
- j. *Owner* means the person, firm, corporation, partnership, association, trust, other legal entity, or combination of entities that owns a Condominium Unit in the Project, including both the vendees and vendors of any land contract of purchase.
- k. *Developer* means Infinity- Gateway, LLC, a Michigan limited liability company, which has signed, delivered, and recorded this Master Deed, and its successors and assigns.
- l. *Development and Sales Period* means the period continuing for as long as Developer or its successors continue to own and offer for sale any Unit in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.

m. *General Common Elements* means the Common Elements described in Section 4.1, which are for the use and enjoyment of all Owners in the Project.

n. *Limited Common Elements* means the Common Elements described in Section 4.2, which are reserved for the exclusive use of the Owners of a specified Unit or Units. Local unit of government means the City of Romulus of Charter County of Wayne

o. *Master Deed* means this document, together with the exhibits attached to it and all amendments that may be adopted in the future, by which the Project is being submitted to condominium ownership.

p. *Percentage of Value* means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner's vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.

q. *Project or Condominium* means Bluffs at Gateway, a residential site condominium development of Thirty-One (31) Units established under the provisions of the Act.

r. *Transitional Control Date* means the date on which a board of directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Owners unaffiliated with Developer exceed the votes that Developer may cast.

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include both genders where the reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where the reference is appropriate.

Section 4. COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are the following:

a. **Real Estate.** the Property referenced in Section 2 of this Master Deed (except for that portion of the Property described in Section 5.1 constituting a part of a Unit and any portion of the Property designated in Exhibit B as a Limited Common Element), including easement interests appurtenant to the Condominium, including but not limited to easements for ingress, egress, and utility installation over, across, and through non-Condominium property or individual Units in the Project;

b. **Improvements.** the non-public roadways; the common sidewalks (if any); and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit (all structures and improvements located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located and

shall not, unless expressly provided in the Condominium Documents, constitute Common Elements);

c. **Electrical.** the electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit's boundaries;

d. **Gas.** the natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

e. **Water.** the underground sprinkling system for the Common Elements, if any, and the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries; Excluding the waterlines owned by the City of Romulus located in the road right of way built by the Developer to the standards of the City of Romulus

f. **Sanitary Sewer.** the sanitary sewer system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries; Excluding the sewer lines owned by the City of Romulus located on the road right of way built by the Developer to the standards of the City of Romulus

g. **Storm Drainage.** the storm drainage and water retention system throughout the Project;

h. **Telephone.** the telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

i. **Telecommunications.** the cable television and other telecommunications systems installed throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

j. **Project Entrance Improvements.** any entry signage and other improvements located at or near the entrance to the Project;

k. **Delivery Boxes.** the mail and delivery boxes that are to be located on the General Common Elements to serve and be utilized by the Unit Owners; and

l. **Miscellaneous Common Elements.** all other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep, or safety of the Project.

Some or all of the utility lines, equipment, and systems (including mains and service leads) and the telecommunications systems described above may be owned by the local public unit of government or authority or by the company that is providing the pertinent service. Accordingly, such utility or telecommunication lines, equipment, and systems shall be General Common Elements only to the extent of the Owners' interest in them, and Developer makes no warranty with respect to the nature or extent of that interest.

4.2 Limited Common Elements. The Limited Common Elements are

- a. **Utility Service Lines.** the pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television and other utility or telecommunication services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public unit of government or authority or company providing the service;
- b. **Subterranean Land.** the subterranean land located within Unit boundaries, from and below a depth of 20 feet as shown on Exhibit B, including all utility and supporting lines located on or beneath that land;
- c. **Subsurface Improvements.** the portion of any footing or foundation extending more than 20 feet below surrounding grade level;
- d. **Yard Areas.** the portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan in Exhibit B, which is limited in use to the Unit of which it is a part;
- e. **Driveways and Walkways.** the portion of any driveway and walkway, if any, exclusively serving the residence constructed within a Unit, located between the Unit and the paved roadway; and
- f. **Miscellaneous.** any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by Developer or the Association.

If no specific assignment of one or more of the Limited Common Elements described in this section has been made in the Subdivision Plan, Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair, and replacement of the Common Elements will be as follows:

a. **Limited Common Elements.** Each Owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair, and replacement of all Limited Common Elements appurtenant to the Owner's Unit.

b. **Unit Improvements and Other Owner Responsibilities.** Unless otherwise stated in this Master Deed, Unit Owners shall be responsible for the maintenance, repair, and replacement of all structures and improvements and the maintenance and mowing of all yard areas situated within the boundaries of a Unit. Unit Owners shall also be responsible for snow removal of that portion of the General Common Element sidewalk (if any) crossing the Unit. If an Owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements that increase the costs of maintenance, repair, or replacement for which the Association is responsible, those increased costs or expenses may, at the option of the Association, be specially assessed against the Unit.

c. **Association Oversight.** The exterior appearance of all structures, improvements, and yard areas (to the extent visible from any other Unit or from a Common Element) shall be subject at all times to the approval of the Association and to any reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. The Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by Developer or constructed with Developer's approval.

d. **Other Common Elements.** The cost of cleaning, decoration, maintenance, repair, replacement, and snow removal of all Common Elements, open spaces, appurtenant structures, other than that described above, shall be the responsibility of the Association, except for the repair or replacement of a Common Element due to an act or the neglect of an Owner or an Owner's agent, invitee, family member, or pet.

e. **Maintenance by the Association.** If an Owner fails, as required by this Master Deed, the By-laws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace, or otherwise maintain the Owner's Unit, any structure or improvement located within the Unit, or any appurtenant Limited Common Element, the Association (or Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake periodic exterior maintenance functions with respect to improvements constructed or installed within any Unit boundary as it deems appropriate (including, without limitation, painting or other decoration, lawn mowing, snow removal, tree trimming, and replacement of shrubbery and other plantings). The Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.

f. **Assessment of Costs.** All costs incurred by the Association or Developer in performing any maintenance functions that are the primary responsibility of an Owner shall be charged to the affected Owner or Owners on a reasonably uniform

basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of assessments, including, without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

4.4 Assignment of Limited Common Elements. A Limited Common Element may be assigned or reassigned by written application to the board of directors of the Association by all Owners whose interest will be affected by the assignment. On receipt and approval of an application, the board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved and shall deliver the amendment to the Owners of the Units affected on payment by them of all reasonable costs for the preparation and recording of the amendment.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract, or other document of conveyance or encumbrance, all Owners, mortgagees, and other interested parties are deemed to have appointed Developer (during the Development and Sales Period) or the Association (after the Development and Sales Period has expired) as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, Developer or the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and to convey title to the land or improvements constituting the General Common Elements or any part of them; to dedicate as public streets any parts of the General Common Elements; to amend the Condominium Documents to assign or reassign the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to exercise such powers.

4.6 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project or in any other way that might interfere with or impair the rights of other Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

Section 5. UNITS

5.1 Description of Units. The Condominium consists of 31 Units numbered 1 through 31 inclusive. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each Unit shall include all the space within the Unit boundaries and above to a depth of

20 feet below and a height of 50 feet above the surface as shown on Exhibit B, together with all appurtenances to the Unit.

5.2 Percentage of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The determination that Percentages of Value for all Units should be equal was made after reviewing the comparative characteristics of each Unit, including those that may affect maintenance costs, and concluding that the Units should each have an equal Percentage of Value. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Section 10, expressed in an Amendment to this Master Deed and recorded in the register of deeds office in the county where the Project is located.

5.3 Unit Modification. The number, size, style, boundary, or location of a Unit or of any Limited Common Element appurtenant to a Unit may be modified from time to time by Developer or its successors without the consent of any Owner, mortgagee (except as provided in the Act), or other interested person, so long as the modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute of any Unit that adjoins or is proximate to the modified Unit or Limited Common Element. However, no Unit that has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Owner or Purchaser and the mortgagee of the Unit. Developer may also, in connection with any modification, readjust Percentages of Value for all Units in a manner that gives reasonable recognition to the changes based on the method of original determination of Percentages of Value for the Project. All Owners, mortgagees of Units, and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a Power of Attorney to Developer and its successors for any purpose that is similar in nature and effect to that described in Section 4.5 of this Master Deed.

Section 6. EXPANDABILITY OF THE CONDOMINIUM

The Condominium is not an expandable project under the Michigan Condominium Act.

Section 7. CONTRACTIBILITY OF CONDOMINIUM

7.1 Withdrawal of Land. The number of Units in the Project may, at Developer's option, from time to time within a period ending not later than six years after the recording of this Master Deed be decreased by the withdrawal of all or any portion of the lands described in Section 2.1. However, no Unit that has been sold or is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Owner or purchaser and the mortgagee of the Unit. Developer may also, in connection with any contraction, readjust the Percentages of Value for Units in the Project in a manner that gives reasonable recognition to the number of remaining Units, based on the method of original determination of the Percentages of Value. Other than as provided in this Section 7, there are no restrictions or limitations on Developer's right to withdraw lands from the Project or on the portion or portions of land that may be withdrawn, the time or order of

the withdrawals, or the number of Units or Common Elements that may be withdrawn. However, the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to the Units. A minimum of two (2) units- Units #41 & #42- must be built.

7.2 Contraction Not Mandatory. There is no obligation on the part of Developer to contract the Project, nor is there any obligation to withdraw portions of the Project in any particular order or to construct particular improvements on any withdrawn lands. Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will not be detrimental to the adjoining condominium project.

7.3 Amendments to the Master Deed. A withdrawal of lands from this Project by Developer will be given effect by appropriate amendments to the Master Deed, which will not require the consent or approval of any Owner, mortgagee, or other interested person. Amendments will be prepared by and at the sole discretion of Developer and may adjust the Percentages of Value assigned by Section 5.2 to preserve a total value of 100 percent for the entire Project resulting from any amendment.

7.4 Additional Provisions. Any amendments to the Master Deed made by Developer to contract the Condominium may also contain provisions as Developer determines are necessary or desirable (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

Section 8. CONVERTIBLE AREAS

The Condominium does not have any convertible areas.

Section 9. EASEMENTS

9.1 Easements for Maintenance and Repair. If any portion of a Unit or Common Element encroaches on another Unit or Common Element due to the shifting, settling, or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (or Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be

responsible or for which it may elect to assume responsibility, and there shall be easements to, through, and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance, and repair of all utility services furnished to the Project. Public or private utilities shall have access to the Common Elements and to the Units at reasonable times for the installation, repair, or maintenance of those services; and any costs incurred in the opening or repairing of any Common Element or other improvement to install, repair, or maintain common utility services to the Project shall be an expense of administration assessed against all Owners in accordance with the Condominium Bylaws.

- a. **Ingress/Egress Easement.** The roadways that service the Condominium Project are intended to be public.

9. 2 Easements Reserved by Developer. Developer reserves nonexclusive easements for the benefit of itself and its successors and assigns, which may be used at any time or times,

- a. to use, improve, or extend all roadways, drives, and walkways in the Project for the purpose of ingress and egress to and from any Unit or real property owned by it and to and from all or any portion of the land described in Section 6 and

- b. to use, tap, tie into, extend, or enlarge all utility lines and mains, public and private, located on the land described in Section 2

for the benefit of real property in which Developer owns an interest that adjoins the Project. The easements described in this section are subject to payment by the owners of the benefited property of a reasonable share of the cost of maintenance and repair of the improvements constructed on the easements.

9. 3 Easements Reserved to Homeowners Association. Over and through unit 31 as provided in the deed by the Developer conveying lot 31

Section 10. AMENDMENT, TERMINATION, AND WITHDRAWAL

10.1 Preconveyance Amendments. If there is no Owner other than Developer, Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the register of deeds office in the county where the Project is located.

10.2 Postconveyance Amendments. If there is an Owner other than Developer, the recordable or recorded Condominium Documents may be amended for a proper purpose as follows:

a. **Nonmaterial Changes.** An amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to, (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments to facilitate conventional mortgage loan financing for existing or prospective Owners and enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.

b. **Material Changes.** An amendment may be made even if it will materially alter or change the rights of the Owners with the consent of not less than two-thirds of the Owners and, to the extent required by law, mortgagees. However, an Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent, nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes be modified without the consent of each affected Owner and mortgagee. Rights reserved by Developer, including without limitation rights to amend for purposes of contraction or modification of units, shall not be amended without the written consent of Developer so long as Developer or its successors continue to own and to offer for sale any Unit in the Project.

c. **Compliance with Law.** Amendments may be made by Developer without the consent of Owners and mortgagees, even if the amendment will materially alter or change the rights of Owners and mortgagees, to achieve compliance with the Act, administrative rules, or orders adopted by the courts pursuant to the Act or with other federal, state, or local laws, ordinances, or regulations affecting the Project.

d. **Reserved Developer Rights.** Developer may also unilaterally make a material amendment without the consent of any Owner or mortgagee for the specific purposes reserved by Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of Developer or its successors or assigns.

e. **Costs of Amendments.** A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based on a vote of the Owners, the costs of which are expenses of administration. The Owners shall be notified of proposed amendments under this section not less than 10 days before the amendment is recorded.

10.3 Project Termination. If there is an Owner other than Developer, the Project may be terminated only with consent of Developer and not less than 80 percent of the Owners and mortgagees, in the following manner:

a. **Termination Agreement.** Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by the Owners' execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the register of deeds office in the county where the Project is located.

b. **Real Property Ownership.** On recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Owner and their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their Condominium Unit.

c. **Association Assets.** On recordation of a document terminating the Project, any rights the Owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

d. **Notice to Interested Parties.** Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who have deposited funds.

10.4 Withdrawal of Property. Notwithstanding anything in this Master Deed to the contrary, if Developer has not completed development and construction of Units or Improvements in the Project that are identified as "need not be built" during a period ending 10 years after the date of commencement of construction by Developer of the Project, Developer has the right to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any Owners, mortgagees of Units in the Project, or any other person having an interest in the Project. If this Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of Units or Common Elements in the Project, the time period is the greater of (a) the 10-year period set forth above or (b) 6 years after the date Developer exercised its rights with respect to either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements. If Developer does not withdraw the undeveloped portions of the Project from the Project before the time periods expire, those undeveloped lands shall remain part of the Project as General Common Elements, and all rights to construct Units on that land shall cease.

Section 11. ASSIGNMENT OF DEVELOPER RIGHTS

Developer may assign any or all of the rights and powers granted to or reserved by Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, to any other entity or person, including the Association, but the assignee shall be responsible for any and all obligations of the Developer in the Condominium Documents. Any such assignment or transfer shall be made by an appropriate document in writing and shall be duly recorded in the register of deeds office in the county where the Project is located.

This Master Deed has been signed by Developer and shall be effective as of the date set forth below.

DEVELOPER: INFINITY-GATEWAY,
LLC.,
a Michigan Limited Liability Company

/s/ _____
By: Rino Soave
Its: Member

Date: _____

STATE OF MICHIGAN)
WAYNE COUNTY)

Acknowledged before me in Wayne County, Michigan on _____, by Rino Soave, Member of Infinity- Gateway LLC, a Michigan limited liability company, on behalf of the company.

/s/ _____
Notary Public:
Notary public, State of Michigan, County of _____.

PRELIMINARY

WAYNE COUNTY CONDOMINIUM
SUBDIVISION PLAN NO.
EXHIBIT "B" TO MASTER DEED

THE BLUFFS AT GATEWAY

CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN

DEVELOPER:

INFINITY HOMES
42400 GRAND RIVER AVENUE, SUITE 112
NOVI, MICHIGAN 48375

SURVEYOR:

WILLIAM DONNAN
ARPEE/DONNAN, INC.
32233 SCHOOLCRAFT, SUITE 103
LIVONIA, MICHIGAN 48150

ATTENTION WAYNE COUNTY REGISTER OF DEEDS:
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE
ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A
NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT
MUST BE PROPERLY SHOWN IN THE TITLE, SHEET 1,
AND SURVEYOR'S CERTIFICATE, SHEET 2.

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED
TO CONTAIN DETAILED PROJECT DESIGN PLANS
PREPARED BY THE APPROPRIATE LICENSED DESIGN
PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE
FILED, AS PART OF THE CONSTRUCTION PERMIT
APPLICATION, WITH THE ENFORCING AGENCY FOR THE
STATE CONSTRUCTION CODE IN THE RELEVANT
GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY
MAY BE A LOCAL BUILDING DEPARTMENT OR THE
STATE DEPARTMENT OF LICENSING AND REGULATORY
AFFAIRS.

LEGAL DESCRIPTION

LOTS 220, 221 & 222 OF THE FAIRWAYS AT
GATEWAY SUB. NO. 3 AS RECORDED IN LIBER 119
OF PLATS, PAGES 37-43 INCLUSIVE.
CONTAINING 6.18 ACRES.

SHEET INDEX

1. COVER SHEET
2. SURVEY PLAN
3. SITE PLAN
4. UTILITY PLAN



William Donnán

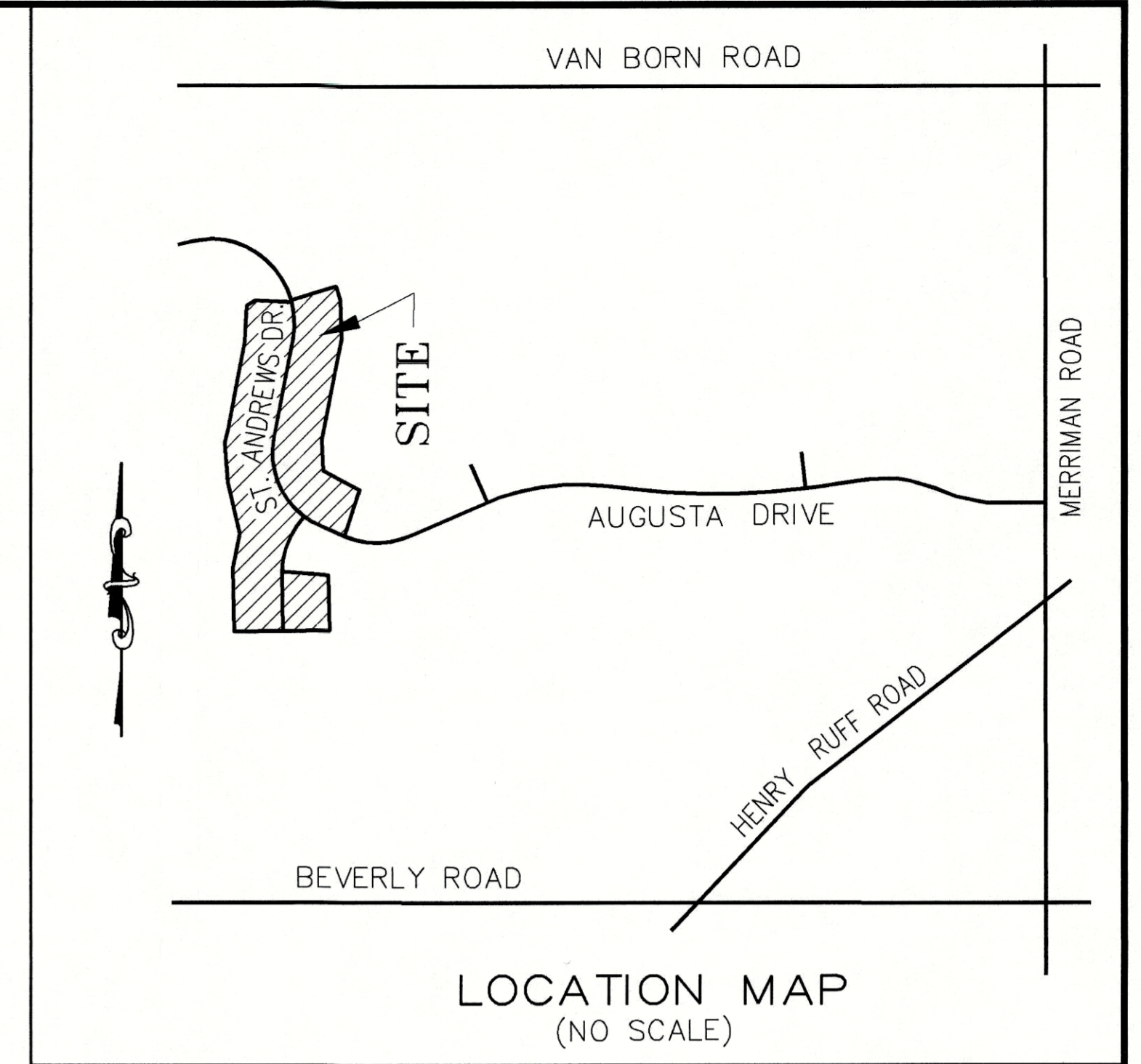
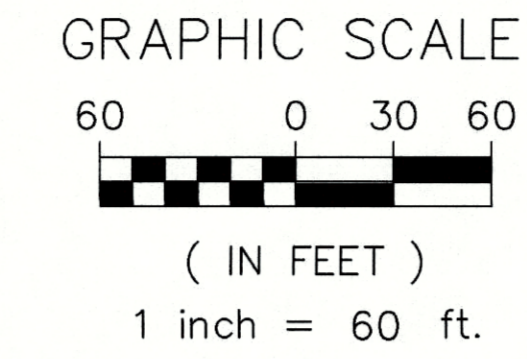
PROPOSED: 01/28/2026

WILLIAM DONNAN
ARPEE/DONNAN, INC.
32233 SCHOOLCRAFT, SUITE 103
LIVONIA, MICHIGAN 48150

PROFESSIONAL SURVEYOR
LICENSE NO. 63483

THE BLUFFS AT GATEWAY SURVEY PLAN

PRELIMINARY



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	169.45	260.00	37°20'33"	S 18°09'38" W 166.47'
C2	296.42	290.01	58°33'44"	S 17°56'55" E 283.68'
C3	314.45	230.01	78°19'56"	S 27°50'00" E 290.53'
C4	145.14	310.00	26°49'35"	N 02°04'47" W 143.82'
C5	119.94	250.00	27°29'20"	N 02°24'40" W 118.80'

BENCH MARK

RIM OF SANITARY MANHOLE
ELEVATION 648.10 NVD29

FLOOD BOUNDARY STATEMENT

THIS PROPERTY IS NOT LOCATED WITHIN THE FLOOD HAZARD AREA INDICATED BY FLOOD INSURANCE RATE MAP FIRM NO. 26163C0230E, DATED FEBRUARY 2, 2012 (ZONE X)

BEARING BASIS

BEARINGS BASED ON THE THE FAIRWAYS AT GATEWAY SUB. NO. 3, L, 119, P. 37-73 W.C.R.

LEGEND

- ⊙ DENOTES A CONCRETE MONUMENT CONSISTING OF A 1/2" DIAMETER STEEL ROD, 36" LONG, ENCASED IN A 4" CONCRETE CYLINDER. TO BE SET AT BOUNDARY CORNERS AS SHOWN.
- ⊕ BENCH MARK
- ⊗ COORDINATE POINT
- ⊙ SECTION CORNER

SURVEYOR'S CERTIFICATE

I, WILLIAM DONNAN, LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED.
 THAT THE REQUIRED MONUMENTS AND IRON MARKERS SHALL BE LOCATED IN THE GROUND BY XX-XX-XXXX, AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.
 THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.
 THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF PUBLIC ACTS OF 1978, AS AMENDED.



William Donnan

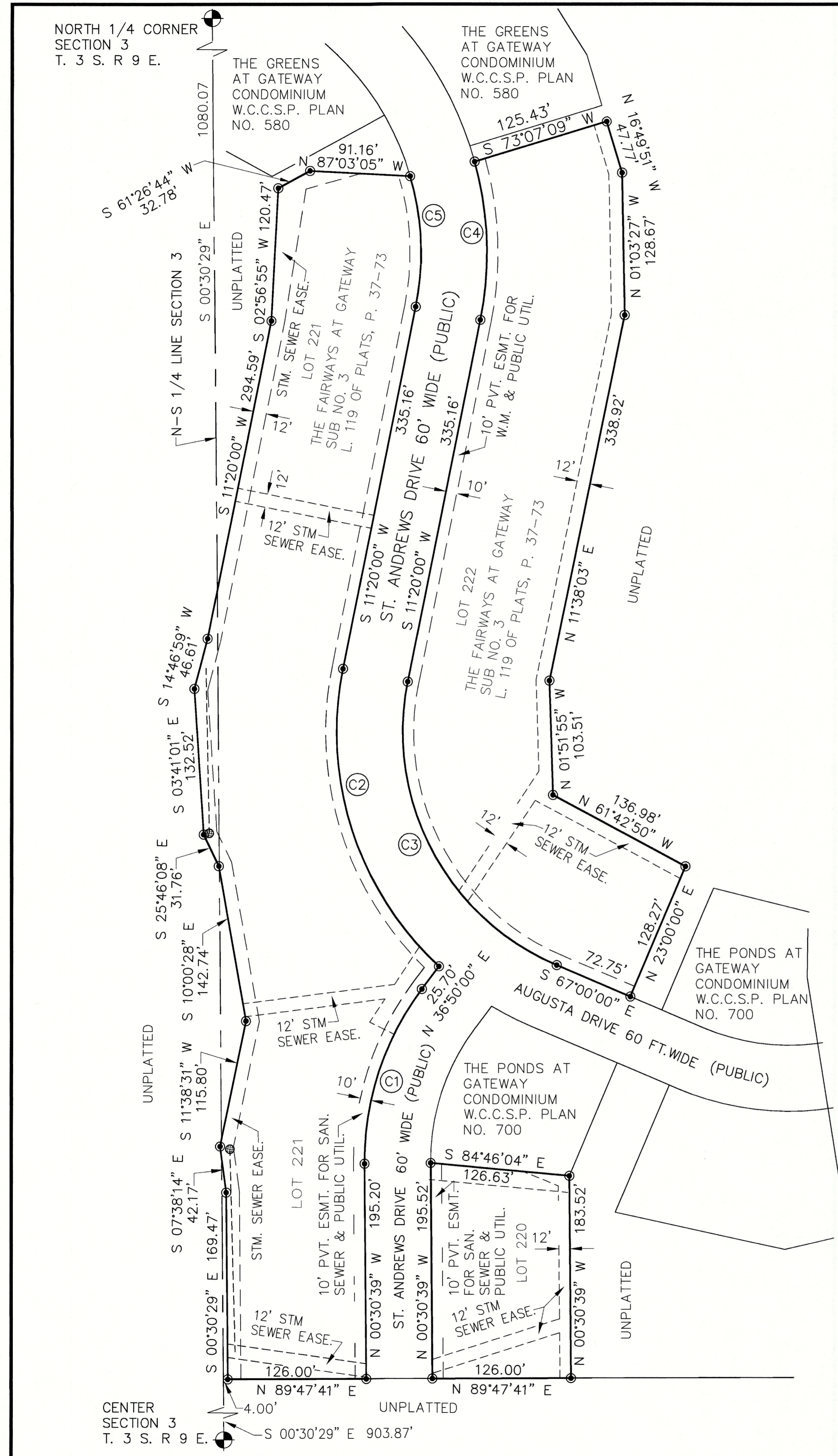
01/28/2026

WILLIAM DONNAN
ARPEE/DONNAN, INC.
32233 SCHOOLCRAFT, SUITE 103
LIVONIA, MICHIGAN 48150

PROFESSIONAL SURVEYOR
LICENSE NO. 63483

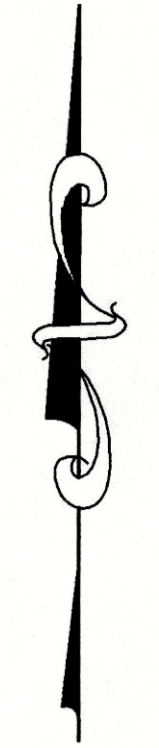
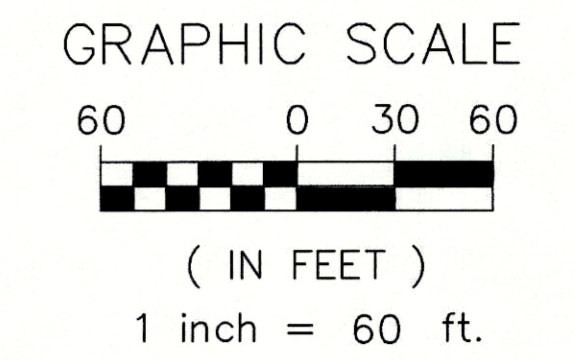
ARPEE/DONNAN, INC.
LAND SURVEYING • ENGINEERING • MAPPING
32233 SCHOOLCRAFT, SUITE 103
LIVONIA, MICHIGAN 48150
PHONE (734) 953-3335 FAX (734) 953-3324

DATE: 01/28/2026
DRAFTED BY: WGD
CHECKED BY: WRD
JOB NO. 18023
SH. 2



THE BLUFFS AT GATEWAY SITE PLAN









PRELIMINARY



UNIT INFORMATION

UNIT	SQ. FT.
1	11,187
2	12,691
3	10,037
4	7,937
5	8,245
6	9,142
7	9,240
8	10,319
9	9,396
10	8,659
11	8,535
12	8,489
13	7,558
14	8,188
15	7,558
16	7,558
17	7,584
18	7,687
19	8,627
20	12,264
21	8,447
22	7,843
23	7,633
24	7,614
25	7,595
26	7,267
27	7,672
28	7,885
29	7,884
30	9,539
31	11,967

LEGEND

-  GENERAL COMMON ELEMENT
-  LIMITS OF OWNERSHIP
-  - DENOTES A CONCRETE MONUMENT CONSISTING OF A 1/2" DIAMETER STEEL ROD, 36" LONG, ENCASED IN A 4" CONCRETE CYLINDER, HAS BEEN SET AT BOUNDARY CORNERS AS SHOWN.
-  - COORDINATE POINT
-  SECTION CORNER
-  15' LANDSCAPING & PUBLIC UTILITY EASEMENT
-  12' STORM SEWER & DRAINAGE EASEMENT
-  12' PUBLIC UTILITY EASEMENT



W.D.

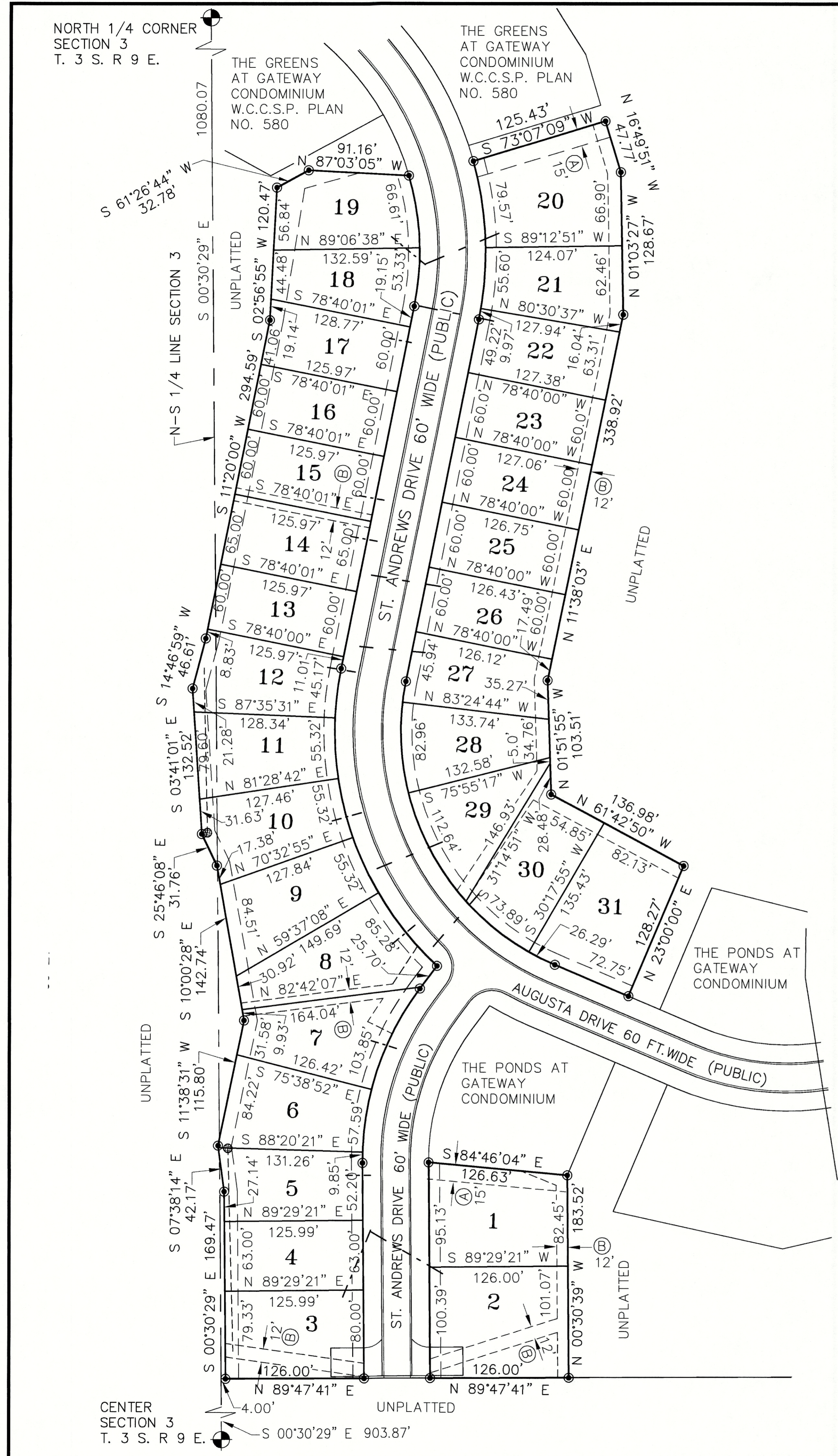
01/28/2026

WILLIAM DONNAN
ARPEE/DONNAN, INC.
32233 SCHOOLCRAFT, SUITE 103
LIVONIA, MICHIGAN 48150

PROFESSIONAL SURVEYOR
LICENSE NO. 63483

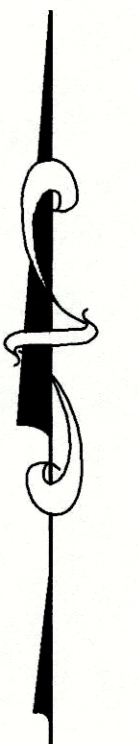
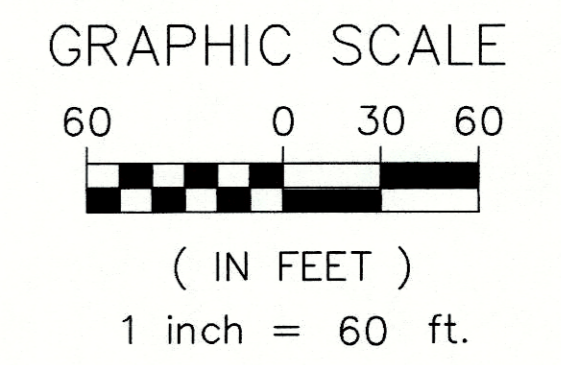
ARPEE/DONNAN, INC.
LAND SURVEYING • ENGINEERING • MAPPING
32233 SCHOOLCRAFT, SUITE 103
LIVONIA, MICHIGAN 48150
PHONE (734) 953-3335 FAX (734) 953-3324

DATE: 01/28/2026
DRAFTED BY: WGD
CHECKED BY: WRD
JOB NO. 18023
SH. 3



THE BLUFFS AT GATEWAY UTILITY PLAN

PRELIMINARY



UTILITY LEGEND

UTILITY	SOURCE OF LOCATION	
WATER SANITARY SEWER STORM SEWER	FROM ENGINEERING PLANS PREPARED BY ARPEE/DONNAN INC.	
ELECTRIC (DTE) TELEPHONE (ATT) CABLE TV (ATT) GAS (CONSUMERS)		TO BE SUPPLIED BY UTILITY COMPANIES AND SHOWN ON AS-BUILT PLANS.
UTILITY METERS		

UTILITY	
WATER	---
SANITARY SEWER	---
STORM SEWER	---

- MANHOLE
- ROAD CATCH BASIN
- ⊕ YARD CATCH BASIN
- ⊗ GATE VALVE & WELL
- ⊕ FIRE HYDRANT
- ▼ END SECTION



W.D.
01/28/2026
WILLIAM DONNAN
ARPEE/DONNAN, INC.
32233 SCHOOLCRAFT, SUITE 103
LIVONIA, MICHIGAN 48150
PROFESSIONAL SURVEYOR
LICENSE NO. 63483

ARPEE/DONNAN, INC. LAND SURVEYING • ENGINEERING • MAPPING 32233 SCHOOLCRAFT, SUITE 103 LIVONIA, MICHIGAN 48150 PHONE (734) 953-3335 FAX (734) 953-3324	DATE: 01/28/2026
	DRAFTED BY: WGD
	CHECKED BY: WRD
	JOB NO. 18023
	SH. 4

ROMULUS ELEMENTARY SCHOOL
PARCEL NO. 80-009-99-0002-00*

EXHIBIT A
CONDOMINIUM BYLAWS OF BLUFFS AT GATEWAY

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CONDOMINIUM BYLAWS

Section 1. ASSOCIATION OF OWNERS

1.1 Organization. Bluffs at Gateway is a residential site condominium project located in the City of Romulus, Wayne County, Michigan, being developed in a single phase, to comprise of Thirty-one (31) building sites. On the recording of the Master Deed, the management, maintenance, operation, and administration of the Project shall be vested in an Association of Owners organized as a nonprofit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective buyers, mortgagees, and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Owners, mortgagees, lessees, or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of the Act, the Master Deed and any amendments, the Condominium Bylaws, the Association's Articles of Incorporation, the Association Bylaws, and other Condominium Documents that pertain to the use and operation of the Project. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

Section 2. MEMBERSHIP AND VOTING

2.1 Membership. Each Owner of a Unit in the Project shall be a member of the Association during the period of ownership, and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged, or transferred only as an appurtenance to a Unit.

2.2 Voting Rights. Each Owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned, when voting by value. Voting shall be by number except when the Master Deed or Bylaws specifically require voting to be by number and value, and no cumulation of votes shall be permitted.

2.3 Eligibility to Vote. No Owner other than Developer will be entitled to vote at any meeting of the Association until the Owner has presented written evidence of ownership of a Unit in the Project, nor shall the Owner be entitled to vote (except for elections pursuant to Section 3.4) before the Initial Meeting of Members. An Owner shall be permitted to vote only if the Owner is not in default in payment of assessments levied against the Owner's unit. Developer shall be entitled to vote only those Units to which Developer still holds title to.

2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of a Unit and filed with the secretary of the Association. The certificate shall state the name and address of the individual representative designated; the number of the Unit owned; and the name and address of the person or persons, firm, corporation, partnership, association, trust, or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit.

2.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment and must be filed with the Association before the appointed time of the meeting.

2.6 Majority. At any meeting of members at which a quorum is present, 51 percent of the Owners entitled to vote and present in person or by proxy (or written vote, if applicable) shall constitute a majority for the approval of the matters presented to the meeting, except when these Bylaws, the Master Deed, or law required a majority exceeding a simple majority.

Section 3. MEETINGS AND QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer and may be called at any time after three or more of the Units in the Project have been sold and the buyers qualified as members of the Association. In no event, however, shall the initial meeting be called later than (a) 120 days after the conveyance of legal or equitable title to non-developer Owners of 75 percent of the total number of Units that may be created in the Project or (b) 54 months after the first conveyance of legal or equitable title to a non-developer Owner of a Unit, whichever first occurs, at which meeting the eligible Owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under Section 6 of the Master Deed shall be included in the calculation of the number of Units that may be created. Developer may call meetings of members of the Association for informational or other appropriate purposes before the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days before the date of an annual meeting, written notice of the date, time, place, and purpose of the meeting shall be mailed or delivered to each member entitled to vote at the meeting; but no less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.3 Advisory Committee. Within one year after the initial conveyance by Developer of legal or equitable title to an Owner of a Unit in the Project or within 120 days after conveyance of one-third of the total number of Units that may be created in the Project, whichever first occurs, Developer shall select two or more persons from the non-developer Owners to serve as an advisory committee to the Board of Directors (the Advisory Committee). The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the nondeveloper Owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at the request of the Advisory Committee, but there shall be not more than two such meetings each year unless both parties agree.

3.4 Board Composition. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 25 percent of the Units that may be created in the Project, at least one director and not less than one-fourth of the Board of Directors of the Association shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 50 percent of the Units that may be created in the Project, not less than one-third of the Board of Directors shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the Units that may be created in the Project and before conveyance of 90 percent of those Units, the nondeveloper Owners shall elect all directors on the board except that Developer shall have the right to designate at least one director as long as Developer owns and offers for sale at least 10 percent of the Units in the Project or as long as 10 percent of the Units remain that may be created.

3.5 Owner Control. If 75 percent of the Units that may be created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner, the nondeveloper Owners shall have the right to elect the percentage of members of the Board of Directors of the Association equal to the percentage of Units they hold, and Developer will have the right to elect the percentage of members of the board equal to the percentage of Units that are owned by Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in Section 3.4. Application of this provision does not require a change in the size of the board as designated in the Association bylaws.

3.6 Mathematical Calculations. If the calculation of the percentage of members of the board that the nondeveloper Owners have a right to elect or the product of the number of members of the board multiplied by the percentage of Units held by the nondeveloper Owners results in a right of nondeveloper Owners to elect a fractional number of members of the board, a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, Developer

shall have the right to elect the remaining members of the board. Application of this provision shall not eliminate the right of Developer to designate at least one member as provided in Section 3.4.

3.7 Quorum of Members. The presence in person or by proxy of 50 percent of the Owners entitled to vote shall constitute a quorum of members. The written vote of an Owner properly furnished at or before a meeting at which the Owner is not present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question on which the vote is cast.

Section 4. ADMINISTRATION

4.1 Board of Directors. The business, property, and affairs of the Association shall be managed by a five (5) member board of directors (the Board of Directors) to be elected in the manner described in these Bylaws. The directors designated in the Articles of Incorporation shall serve until their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to the directors selected by Developer before the initial meeting of members shall be binding on the Association as though the actions had been authorized by a Board of Directors elected by the members of the Association so long as the actions are within the scope of the powers and duties that a Board of Directors may exercise under the Condominium Documents. A service contract or management agreement entered into between the Association and Developer or affiliates of Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within 90 days after the initial meeting has been held and on 30 days' notice at any time for cause.

4.2 Powers and Duties. The Board shall have all powers and duties necessary to administer the affairs of the Association and may take all actions in support of the administration that are not prohibited by the Condominium Documents or specifically reserved to the members, including the following:

- a. care, upkeep, and maintenance of the Common Elements
- b. development of an annual budget and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium
- c. employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property
- d. adoption and amendment of rules and regulations governing the use of the Condominium Property not inconsistent with these Bylaws
- e. opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association and designating signatories required for those purpose

- f. obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration
- g. granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents
- h. authorizing the execution of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the Condominium on behalf of the Owners
- i. making repairs, additions, and improvements to or alterations of the Common Elements and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings
- j. asserting, defending, or settling claims on behalf of all Owners in connection with the Common Elements of the Project and, on written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association
- k. further duties as may be imposed by resolution of the members of the Association or that may be required by the Condominium Documents or the Act

4.3 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. The accounts shall be open for inspection by the Owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at times required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of the review or audit shall be an expense of administration.

4.4 Maintenance, Repair, and Replacement. The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in Section 6.3 of the Bylaws) is as follows:

- a. All maintenance, repair, and replacement of the structures and other improvements located within a Unit or Limited Common Elements that are the responsibility of the Owner of a Unit as set forth in the Master Deed shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from the repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

b. All maintenance, repair, and replacement of the General Common Elements, whether located inside or outside the Units, and of Limited Common Elements to the extent required by the Master Deed shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence, misuse, or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, on notice to the occupant, to maintain, repair, or replace any of the Common Elements located within or accessible only from a Unit that are the responsibility of the Association. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units or the Common Elements.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by MCL 559.205. The fund shall be established in the minimum amount required on or before the Transitional Control Date and shall, to the extent possible, be maintained at a level that is equal to or greater than 10 percent of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this section may prove to be inadequate, and the Board should carefully analyze the Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

4.6 Construction Liens. A construction lien arising as a result of work performed on a Unit or on an appurtenant Limited Common Element shall attach only to the Unit on which the work was performed, and a lien for work authorized by Developer or the principal contractor shall attach only to Condominium Units owned by Developer at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of the Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or Developer.

4.7 Managing Agent. The Board may employ a management company or managing agent at a compensation established by the Board to perform the duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2. Developer or any person or entity related to Developer may serve as managing agent, but any compensation paid to Developer shall be at competitive rates.

4.8 Officers. The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only on the affirmative vote of 67 percent or more of all Owners.

4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association on 10 days notice to all Owners in the manner and to the extent provided by the Association Bylaws. If no judicial determination on indemnification has been made, an opinion of independent counsel on the propriety of indemnification shall be obtained if a majority of Owners vote to procure such an opinion.

Section 5. ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance covering the interests of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Common Elements shall be receipts of administration.

5.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

a. **Initial Budget.** The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extend of such services and reasonable rules and regulations may be promulgated in connection with establishing the initial maintenance budget for the Association. The Association shall collect from each initial purchaser of a Unit a charge of \$450.00, which includes \$250.00 for a management set-up fee and \$200.00 for the Condominium Association management capitalization fee, at closing for the capitalization and management of the Association.

Thereafter, the Board of Directors of the Association shall establish a budget in advance for each fiscal year that will project all expenses for the coming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget shall be delivered to each Owner, although the failure to deliver a copy to each Owner will not affect or in any way diminish the liability of an Owner for any existing or future assessment.

b. **Budget Adjustments.** If the Board of Directors determines at any time, in its sole discretion, that the initial assessments levied are insufficient (i) to pay the costs of operation and maintenance of the Common Elements, (ii) to provide for

the replacement of existing Common Elements, (iii) to provide for additions to the Common Elements not exceeding \$5,000 annually, or (iv) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy any additional assessments it deems necessary for such purposes. The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

c. **Special Assessments.** The Board of Directors may make special assessments in excess of those permitted by subsections (a) and (b) from time to time following the approval of the Owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to (i) assessments for additions to the Common Elements costing more than \$5,000 in any year, (ii) assessments to purchase a Unit on foreclosure of the lien described in Section 5.5, or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of 67 percent or more (in number and in value) of all Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board elects some other periodic payment schedule, annual assessments will be payable by Owners in 4 equal quarterly installments, commencing with the acceptance of a deed to or a land contract vendee's interest in a Unit or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for the payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by Developer, may relieve a Unit Owner who has not constructed a residence within a Unit from payment, for a limited period of time, of all or some portion of the assessment for the Unit's respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident Owners until those Owners begin to use the Common Elements on a regular basis.

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of the amounts the Board deems proper to operate and maintain the Condominium property under the powers and duties delegated to it and may

include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year. Any reserves established by the Board before the initial meeting of members shall be subject to approval by the members at the initial meeting. The Board shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

5.5 Collection of Assessments. Each Owner shall be obligated for the payment of all assessments levied on the Owner's Unit while that person is the Owner of the Unit, and no Owner may become exempt from liability for the Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Unit.

a. **Legal Remedies.** In the event of default by any Owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid on a mortgage of record recorded before the recording of any notice of lien by the Association; and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment as provided by MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the Owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.

b. **Sale of Unit.** On the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the buyer in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A buyer or grantee may request a written statement from the Association for the amount of unpaid assessments levied against the Unit being sold or conveyed, and the buyer or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to, a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. However, unless the buyer or grantee requests a written statement from the Association at least five days before the sale as provided in the Act, the buyer or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorney fees.

c. **Self-Help.** The Association may enter the Common Elements, Limited or General, to remove and abate any condition constituting a violation or may discontinue the furnishing of services to an Owner in default under any of the provisions of the Condominium Documents on seven days' written notice to the Owner of the Association's intent to do so. An Owner in default shall not be entitled to use any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues, but this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's Unit.

d. **Application of Payments.** Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest charges and fines for late payment on the assessments; and third, to installments of assessments in default in order of their due dates.

5.6 Financial Responsibility of Developer. The responsibility of Developer for assessments is as follows:

a. **Pret turnover Expenses.** Before the Transitional Control Date, it will be Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses, but the Developer shall not be responsible for the payment of any general or special assessments. At the time of the initial meeting, Developer will be liable for the funding of any continuing deficit of the Association that was incurred before the Transitional Control Date.

b. **Post turnover Expenses.** After the Transitional Control Date and continuing for any remaining Development and Sales Period, Developer shall NOT be responsible for any payment of either general or special assessments levied by the Association on Units owned by Developer.

c. **Exempted Transactions.** Under no circumstances will Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement, capital improvements, or additions or to finance litigation or other claims against Developer.

Section 6. TAXES, INSURANCE, AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project or any phase of the Project, except for the calendar year in which the Project or phase is established. Taxes and assessments that become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs

shall be assessed only against the individual Units. For tax and special assessment purposes, no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

6.2 Insurance Coverage. The Association shall be appointed as attorney-in-fact for each Owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable, casualty insurance with extended coverage, vandalism, and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use, and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Owners, the mortgagees, and Developer, as their interests may appear. The insurance, other than title insurance, shall be carried and administered according to the following provisions:

a. **Owner Responsibilities.** Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense with respect to the residence and all other improvements constructed or located within the perimeters of the Owner's Unit and for the Limited Common Elements appurtenant to the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property within the Owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Owner's Unit or on the Limited Common Elements appurtenant to the Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the right of subrogation for any claims against any Owner or the Association for insured losses.

b. **Common Element Insurance.** The General Common Elements of the Project shall be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible for maintaining insurance with respect to the Limited Common Elements, the Units themselves, or any improvements located within the Units.

c. **Fidelity Insurance.** The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, employees, and all others who are responsible for handling funds of the Association.

d. **Power of Attorney.** The Board of Directors is irrevocably appointed as the agent for each Owner, each mortgagee, other named insured's and their beneficiaries, and any other holder of a lien or another interest in the Condominium or the Property to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases on the payment of claims.

e. **Indemnification.** Each individual Owner shall indemnify and hold harmless every other Owner, Developer, and the Association for all damages, costs, and judgments, including actual attorney fees, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Owner, Developer, or the Association, which rights are waived.

f. **Premium Expenses.** Unless otherwise provided, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration of the Association.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision whether or not it will be reconstructed or repaired will be made in the following manner:

a. **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80 percent or more of the Owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. However, if the damaged property is common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80 percent or more of the Owners agreeing not to repair or rebuild includes the Owners of all such Units.

b. **Limited Common Elements and Improvements.** If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the Owner shall be responsible for the cost of any reconstruction or repair that the Owner elects to make. The Owner shall in any event remove all debris and restore the Unit and its improvements to a clean and slightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

c. **Reconstruction Standards.** Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for the improvements located within the Unit, unless prior written approval for changes is obtained from the Architectural Review Committee.

d. Procedure and Timing. Immediately after the occurrence of a casualty causing damage that is to be reconstructed or repaired by the Association, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association or if at any time during the reconstruction or repair the funds for the payment of the costs by the Association are insufficient, assessment shall be levied against all Owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

6.4 Eminent Domain. The following provisions will control on any taking by eminent domain:

a. Condominium Units. In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for the taking shall be paid to the Owner of the Unit and any mortgagee, according to their interests. If an Owner's entire Unit is taken by eminent domain, the Owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

b. Common Elements. In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use by or distribution to its members. The affirmative vote of 80 percent or more of the Owners in number and in value shall determine whether to rebuild, repair, or replace the portion taken or to take another action.

c. Amendment to the Master Deed. If the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly; and if any Unit has been taken, Section 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Owners based on the continuing total value of the Condominium of 100 percent. The amendment may be completed by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Owner.

d. Notice to Mortgagees. If any Unit in the Condominium, the Common Elements, or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each holder of a publicly recorded mortgage lien on any of the Units in the Condominium.

e. Inconsistent Provisions. To the extent not inconsistent with the provisions of this section, MCL 559.233 shall control on any taking by eminent domain.

Section 7. CONSTRUCTION REQUIREMENTS

7.1 Design Standards. Design standards for Units in the Project are set forth in this section. Design standards promote quality, value, and stability for Unit Owners. The standards in this section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

7.2 Developer Approvals. During the Development and Sales Period, no residences, buildings, fences, walls, drives, walks, or other improvements shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to Developer, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by Developer. Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plan that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, Developer shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Condominium as a whole.

7.3 Review Committee. Developer has or will establish an architectural review committee (the Review Committee). The mission of the Review Committee is to ensure that all plans submitted for review, and all subsequent exterior changes or modifications, meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image.

7.4 Architectural Review. Following the Development and Sales Period, no residence, structure, or other improvements shall be constructed within a Unit or elsewhere on the Property and no exterior modification shall be made to any existing residence, structure, or improvement unless plans and specifications containing whatever detail the Review Committee reasonably requires has first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans and specifications, color or material applications, grading or landscaping plans, or building location plans that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on the plans and specifications, the Review Committee shall have the right to take into consideration the utility of the proposed structure, improvement, or modification, the site on which it is proposed to be constructed, the proposed location of any improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole.

7.5 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in

writing by Developer or, following the Development and Sales Period, by the Review Committee. If building construction is intended to commence within three months after the date of plan approval, the name of the proposed residential builder must be submitted when the plans and specifications are submitted. If construction is to be delayed beyond three months, the name of the proposed residential builder must be submitted for approval at least 60 days before the commencement of construction. In its approval process, the Review Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not that builder will be approved for participation in the Project. Construction of all other improvements, including swimming pools and landscaping, must also be done by contractors approved in writing by the Review Committee.

7.6 Specific Requirements. All approvals required by this section shall comply with the following requirements:

a. **Construction Materials.** Each residence shall be finished with wood, masonry (brick or stone), or vinyl exterior with a minimum of 65% of the exterior shall be finished in brick or stone for multi-story residences and 80% of the exterior shall be finished in brick or stone for one story residences. Exposed chimneys shall have an exterior finish of brick or stone and on all other visible improvements shall be finished with wood, brick, stone, or vinyl. Roofs must be of shingle construction using fiberglass or asphalt shingles. Driveways must be of brick-pavers or concrete. All exterior paints, stains, and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee on request.

b. **Size and Space Requirements.** No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages, and basements (whether full basements, daylight basements, or walkout basements):

- One-story home (Ranch) – 1,250 sq. ft.
- Multi-story home (Cape Cod or Colonial) – 1,500 sq. ft.

c. **Improvements and Outbuildings.** Each residence must be equipped with an attached front or side entry garage of not less than two stalls and outside parking for a minimum of two vehicles shall be provided on or along the driveway. One additional detached structure of a size as determined by the Review Committee will be permitted for storage or accessory garage space.

d. **Letter and Delivery Boxes.** The Developer or Review Committee will install and determine the location, design, and permitted lettering of all mail and paper delivery boxes which shall be a cluster delivery/mailbox or mailboxes and to be located within the General Common Areas of the Project. Each Owner is

responsible for the pro-rata cost of the cluster mailboxes and the installation thereof which the estimated cost is \$250.00 per Unit Owner and this mailbox fee must be paid at the closing of each Unit.

7.7 Codes and Ordinances. In addition to the construction requirements in this Section, all buildings and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected.

7.8 Time for Construction. At the time of submitting the name of a proposed residential builder for approval, a date for commencement of construction (which shall not be more than two years after the date of approval) must be agreed on and approved by the Review Committee. Once construction has started, work on the building must be diligently pursued and completed within a maximum of 12 months from the date of commencement. The Committee may extend the time for commencement or completion when, in its opinion, conditions warrant an extension.

7.9 Reserved Developer Rights. The purpose of Section 7 is to ensure the continued maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding on both the Association and all Owners in the Project. Developer (or any residential builder to whom Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and to access to, from, and over the Property as may be reasonable to enable development and sale of the entire Project.

7.10 Review Committee Appointment. Following the Development and Sale Periods, if rights of appointment have not previously been assigned to the Association, Developer's representatives shall resign from the Review Committee, and the Board of Directors of the Association shall appoint three new members to the Review Committee. In each succeeding year or at whatever other intervals the Board of Directors decides, the Board of Directors shall appoint or reappoint the three members to serve on the Review Committee.

7.11 Permitted Variance. The Review Committee may, on a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to an extent and in a manner that does not violate the spirit and intent of the requirements.

7.12 Setback Lines. No building will be erected on any Unit nearer to the street line or to either side Unit boundary or closer to the rear Unit boundary than permitted by the setback requirements of the Planned Development District for the Condominium or zoning applicable to the Unit that is in effect at the time of the contemplated construction of any building unless a variance or other permission for the setback is obtained from the applicable authority. If compliance with these setback requirements is impracticable or would create a hardship for a corner Unit or an odd-shaped

building site, the Review Board may specify front yard, side yard, and rear yard widths and depths that are less than those required by this section. When 1^{1/2} or more Units are acquired as a single building site, the side Unit boundaries will refer only to the Unit boundary lines bordering the property of adjoining owners.

7.13 Landscaping Requirement. Each Unit must be completely landscaped as soon as possible during the planting season (April through November) but, in any event, no later than 60 days (weather permitting) after initial occupancy of the Dwelling. The reasonable value of the landscaping surrounding a Dwelling shall be not less than five thousand (\$5,000.00) dollars, excluding landscape architectural fees. The Developer shall have the right to determine the reasonable value of the landscaping. After landscaping has been installed, the Unit Owner shall maintain the landscape in a good and aesthetically pleasing condition. **If at the time of conveyance from Developer, construction of a Dwelling on the Unit has commenced or has been completed, but the landscaping has not been completed, the Developer shall require the Unit Owner, at closing, to escrow two thousand hundred dollars (\$2,000.00) with the title company conducting the closing of the Unit until such time the landscape is installed. All landscape escrow deposits made shall be released to the Unit Owner upon completion of the landscaping as set forth herein. To the extent that the escrow deposit earns interest, the interest shall be paid to the Unit Owner at such time as the landscaping of the Unit has been completed. However, the Developer shall not be required to maintain the escrow deposit in an interest-bearing account or to otherwise generate a return on the escrow deposit.** In the event the Unit Owner fails or refuses to comply with the foregoing, the Developer may, in its sole discretion, instruct the title company to release the escrow deposit amount to Developer and the Unit Owner shall have forfeited all of his or her rights to the landscape escrow deposit.

Section 8. USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence and purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood are permitted as incidental to primary residential use. No building intended for other business uses and no apartment house, rooming house, day care facility, foster care residence, or other commercial or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Unit.

8.2 Common Areas. The Common Elements shall be used only by the Owners of Units in the Condominium and their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective Units and for other

purposes incidental to use of the Units. Any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements.

8.3 Use and Occupancy Restrictions. In addition to the general requirements of Sections 8.1–8.2, the use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

a. **Exterior Changes.** No Owner shall make any additions, alterations, or modifications to any of the Common Elements or any changes to the exterior appearance of the building or other improvements within the perimeters of the Owner’s Unit without prior approval of Developer or the Review Committee. A change in the color of a residence or a significant landscaping change are included within the meaning of a change in exterior appearance.

b. **Unit Rental.** No portion of a Unit may be rented and no transient tenants be accommodated in any building, but this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for single family residential purposes for a period of at least one (1) year in the manner permitted by these Bylaws.

c. **Nuisances.** No nuisances shall be permitted on the Property, nor shall any use or practice be permitted that is a source of annoyance to or that unreasonably interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash or for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units.

d. **Prohibited Uses.** Nothing shall be done or kept in any Unit or on the Common Elements that will increase the rate of insurance for the Project without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner’s Unit or elsewhere on the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements or that will violate any law.

e. **Signs.** No sign or billboard of any kind shall be placed, erected or maintained on any Unit excepting that the provisions of this paragraph shall not apply to such signs as may be for purposes of resale by any Owner. Signs for purposes of resale shall be limited to one sign per Unit not exceeding four square feet and shall be

subject to review and approval of the Association and the Developer so long as the Developer shall hold title to any Unit. Furthermore, signs for the purposes of resale do not include “for rent” and “for lease” signs or any signage that pertains to renting or leasing any Unit. The provisions of this paragraph shall not apply to signs installed or erected on any Common Element or Unit by the Developer, its successors or assigns during such periods as any Unit shall be “for sale” or used as a model or for display purposes by the Developer or other entity. Political signs for a period of three months (90) days prior to an election may be displayed, one sign per candidate, ground-mounted, on the Unit. No political sign shall be permitted on any of the General Common Element areas. No political sign shall exceed four square feet. Garage sale signs may be displayed for three days at a time on any Unit, and one sign may be displayed at the Entrance to the Condominium, but no garage sale sign shall be displayed on any Unit or General Common Element for more than three days. Signs shall be subject to City of Romulus Code of Ordinances.

f. **Fences and Walls.** Fences, walls, or hedges shall not be permitted on any Unit. However, black aluminum decorative fencing or decorative vinyl privacy fencing is permitted in the rear yard only and can only be installed on a Unit so long as a completed home exists on both sides of the proposed Unit requesting a fence. **Additionally, NO fence is permitted to be installed without the prior written consent of the Developer or Review Committee.**

g. **Pets.** No animals or fowl (except common domestic household pets) shall be kept or maintained within the Condominium.

h. **Personal Property.** No Owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other items of personal property outside a residence or ancillary building. This restriction shall not be construed to prohibit a Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony of a Unit, though no such furniture or other personal property shall be stored on any open patio, deck, or balcony that is visible from another Unit or from the Common Elements of the Project.

i. **Firearms and Weapons.** No Owner shall use or permit the use by any occupant, agent, tenant, invitee guest, or member of the Owner’s family of any firearms; air rifles; pellet guns; BB guns; bows and arrows; illegal fireworks; or other dangerous weapons, projectiles, or devices anywhere on or about the Property.

j. **Recreational and Commercial Vehicles.** No recreational vehicles, boats, or trailers shall be parked or stored in any garage if the storage would prevent full closure of the garage door or elsewhere on the Property without the written approval of the Association. No commercial vehicle, mobile home, trailer, house or camping trailer, tent shack, tool storage, shed, barn, tree house or other similar

Structure shall be placed on a Unit at any time either temporary or permanently. No snowmobile, all-terrain vehicle, or other motorized recreational vehicle shall be operated on the Property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence which is totally isolated from public view.

k. **Recreational Facilities.** No above-ground pools, tennis courts, or dog runs will be permitted on any Unit. All exterior hot tubs and spas must be approved by the Developer or the Review Committee before installation.

l. **Trash Containers and Pick Up.** All trash shall be placed in containers approved by the Review Committee and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection.

m. **Use of Common Elements.** The General Common Elements shall not be used for the storage of supplies or personal property (except for the short periods of time that are reasonably necessary to permit the placement of trash for collection the next day). No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or that affects an Association responsibility in any way. In general, no activity shall be carried on or condition maintained by any Owner either in the Owner's Unit or on the Common Elements that despoils the appearance of the Condominium.

n. **Application of Restrictions.** Unless arbitration is elected pursuant to these Bylaws, a dispute or question whether a violation of any specific regulation or restriction in this section has occurred shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision in writing, which shall be binding on all owners and other parties with an interest in the Project.

o. **Decks, Patios, Balconies, and Accessory Structures.** Any deck, patio, balcony, and/or accessory structure located within a Condominium Unit shall not be located on or encroach into any easement or the General Common Elements of the Project. **No Unit Owner shall construct or cause to be constructed any deck, patio, balcony, and/or accessory structure without the prior written approval by the Developer or Review Committee.**

8.4 Zoning Compliance. In addition to the restrictions in Section 8, the use of any Unit or structure on the Property must satisfy the requirements of the zoning ordinances of the municipality where the Project is located in effect at the time of the contemplated use unless a variance for the use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.

8.5 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of Units and Common Elements

may be promulgated and amended by the Board. Copies of the rules and regulations must be furnished by the Board to each Owner at least 10 days before their effective date and may be revoked at any time by the affirmative vote of the Board or 60 percent or more of all Owners.

8.6 Enforcement by Developer. The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community used and occupied for the benefit of the Owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, Developer, or any person to whom it assigns this right, may, at its option, elect to maintain, repair, or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, and this right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any prohibited activity.

8.7 Owner Enforcement. An aggrieved Owner will also be entitled to compel enforcement of the Condominium Documents by an action for injunctive relief or damages against the Association, its officers, or another Owner in the Project.

8.8 Remedies on Breach. In addition to the remedies granted by Section 5.5 for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Section 8, to enter the Unit and to remove or correct the cause of the violation. The entry will not constitute a trespass, and the Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

8.9 Reserved Rights of Developer. The restrictions in this section shall not apply to the commercial activities of Developer during the Development and Sale Period. Developer shall also have the right to maintain a sales office, advertising display sign, storage areas, and reasonable parking incident to its sales efforts and to reasonable access to, from, and over the Property to enable development and sale of the entire Project.

8.10 Assignment and Succession. Developer may be assigned any of the rights granted to or reserved by it in the Condominium Documents or by law to any other entity or to the Association but the assignee shall be responsible for any and all obligations of the Developer in the Condominium Documents. Any assignment or transfer shall be made by an appropriate document in writing, signed by Developer and recorded in the register of deeds office for the county where the Project is located. On qualification, the assignee will have the same rights and powers as those granted to or reserved by Developer in the Condominium Documents.

Section 9. MORTGAGES

9.1 Notice to the Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (in this section, the Mortgagee), and the Association will maintain this information. The information relating to Mortgagees will be made available to Developer or its successors as needed to obtain consent from or give notice to Mortgagees concerning actions requiring consent from or notice to Mortgagees under the Condominium Documents or the Act.

9.2 Insurance. The Association shall notify each of the Mortgagees of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulations, a Mortgagee of a Unit will be granted the following rights:

a. **Inspection and Notice.** On written request to the Association, a Mortgagee will be entitled (i) to inspect the books and records relating to the Project on reasonable notice, (ii) to receive a copy of the annual financial statement that is distributed to Owners; (iii) to notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations that is not cured within 30 days; and (iv) to notice of all meetings of the Association and its right to designate a representative to attend the meetings.

b. **Exemption from Restrictions.** A Mortgagee that comes into possession of a Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure shall be exempt from any option or right of first refusal on the sale or rental of the mortgaged Unit in the Condominium Documents.

9.4 Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association, and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of their participation.

Section 10. LEASES

10.1 Notice of Lease. An Owner, including Developer, who intends to lease a Unit shall disclose that fact in writing to the Association at least 10 days before presenting

a lease form to the prospective tenant and, at the same time, shall supply the Association with a copy of the lease form. No Unit shall be leased for a period of less than one (1) year without the prior written consent of the Association.

10.2 Terms of Lease. All occupants of a Unit shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require compliance.

10.3 Remedies of the Association. If the Association determines that any non-Owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

a. **Notice.** The Association shall notify the Owner by certified mail advising of the alleged violation by the non-Owner occupant.

b. **Investigation.** The Owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the non-Owner occupant or to advise the Association that a violation has not occurred.

c. **Legal Action.** If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the non-Owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Owner and the non-Owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the non-Owner occupant and the Owner liable for any damages to the Common Elements caused by the Owner or the non-Owner occupant in connection with the Unit or the Project.

10.4 Liability for Assessments. If an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non-Owner occupant occupying the Owner's Unit under a lease or rental agreement and the non-Owner occupant, after receiving such notice, shall deduct from rental payments due the Owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the lease agreement by the non-Owner occupant.

Section 11. TRANSFER OF UNITS

11.1 Unrestricted Transfers. An individual Owner may, without restriction under these Bylaws, sell, give, devise, or otherwise transfer the Owner's Unit or any interest in the Unit.

11.2 Notice to Association. Whenever an Owner sells, gives, devises, or otherwise transfers the Owner's Unit or any interest in the Unit, the Owner shall give written

notice to the Association within five days after consummating the transfer. The notice shall be accompanied by documents evidencing the title or interest transferred.

Section 12. ARBITRATION

12.1 Submission to Arbitration. Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws, or other Condominium Documents and any disputes, claims, or grievances arising among or between Owners or between Owners and the Association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the Association, be submitted to arbitration; and the parties shall accept the arbitrator's decision and award as final and binding. The Arbitration Rules for the Real Estate Industry of the American Arbitration Association, as amended and in effect from time to time, shall apply to all such arbitrations.

12.2 Disputes Involving Developer. A contract to settle by arbitration may also be executed by Developer and any claimant for any claim against Developer that might be the subject of a civil action, provided as follows:

a. **Buyer's Option.** At the exclusive option of a Buyer or an Owner in the Project, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that involves an amount less than \$2,500 and arises out of or relates to a purchase agreement, a Unit, or the Project.

b. **The Association's Option.** At the exclusive option of the Association of Owners, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that arises out of or relates to the Common Elements of the Project if the amount of the claim is \$10,000 or less.

12.3 Preservation of Rights. Election by any Owner or by the Association to submit any dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. Except as provided in this section, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim, or grievance in the absence of an election to arbitrate.

Section 13. OTHER PROVISIONS

13.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached or as defined in the Act.

13.2 Severability. If any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, modify, or impair any of the other terms, provisions, or covenants of the documents or the remaining

portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

13.3 Notices. Notices provided for in the Act, Master Deed, or Bylaws shall be in writing and shall be addressed to the Association at its registered office in the State of Michigan and to any Owner at the address in the deed of conveyance or at another address subsequently provided. The Association may designate a different address for notices to it by giving written notice of the change of address to all Owners. Any Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by U.S. mail with postage prepaid or when delivered in person.

13.4 Amendment. These Bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed by Section 10 of the Master Deed.

13.5 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied, and the provisions of the document having the highest priority shall govern:

1. the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws
2. these Condominium Bylaws
3. the Articles of Incorporation of the Association
4. the Association Bylaws
5. the Rules and Regulations of the Association (if any)

**GATEWAY
SECOND AMENDMENT TO PLANNED DEVELOPMENT AREA AGREEMENT**

This Second Amendment to Planned Development Area Agreement (this “Agreement”) is made this ____ day of _____, 2026, by and between the **CITY OF ROMULUS**, a Michigan municipal corporation (the “City”), whose address is 11111 Wayne Road, Romulus, Michigan 48174; **THE FAIRWAYS AT GATEWAY SUBDIVISION ASSOCIATION**, a Michigan nonprofit corporation (the “Fairways Association”), whose registered address is 26711 Woodward Ave., #310B, Huntington Woods, Michigan 48070; **THE PONDS AT GATEWAY ASSOCIATION**, a Michigan nonprofit corporation (the “Ponds Association”), whose registered address is 40000 Grand River Ave., Suite 100, Novi, Michigan 48375; **THE GREENS AT GATEWAY ASSOCIATION**, a Michigan nonprofit corporation (the “Greens Association”), whose registered address is 26711 Woodward Ave., #310, Huntington Woods, Michigan 48070; **INFINITY-GATEWAY, LLC**, a Michigan limited liability company (“Infinity-Gateway”), whose address is 42400 Grand River, Suite 112, Novi, Michigan 48375; and **ROSS GOLF PROPERTIES, LLC**, a Michigan limited liability company (“Golf Course Owner”), whose address is 2134 Fairway Circle, Canton, MI 48188.

RECITALS

- A. On June 8, 2009, Gateway Community, L.L.C., a Michigan limited liability company (“Gateway Community”), Gateway Golf L.L.C., a Michigan limited liability company, and the City entered into a Planned Development Area Agreement (the “PDAA”) in connection with certain property located in the City of Romulus, Michigan. The PDAA was recorded on June 16, 2009, at Liber 47975, Page 1441, Wayne County Records.
- B. Fairways Association, Ponds Association, Greens Association and Golf Course Owner are all successors in interest to Gateway Community.
- C. Effective as of November 27, 2023, the City, Fairways Association, Ponds Association, Greens Association, Infinity-Gateway and Golf Course Owner entered into a First Amendment to Planned Development Area Agreement, which was recorded on January 12, 2024, at Liber 58630, Page 1024, Wayne County Records (the “First Amendment”).
- D. Infinity-Gateway now desires to amend the PDA Site Plan attached as Exhibit B to the First Amendment as provided for below.

ACCORDINGLY, the parties agree as follows:

1. **Revised Infinity-Gateway PDA Plan.** The Infinity-Gateway PDA Plan attached as Exhibit B to the First Amendment is hereby deleted in its entirety and replaced with the revised Infinity-Gateway PDA Plan attached hereto. The revised Infinity-Gateway PDA Plan provides for a total of _____ (____) multi-family units and _____ (____) single family lots. Fairways Association, Ponds Association, Greens Association, Golf Course Owner and the City hereby consent to the revised Infinity-Gateway PDA Plan attached hereto.

2. **Continuous Effect.** To the extent not modified herein, the remaining terms and conditions of the PDAA and the First Amendment remain in full force and effect.

[Signatures on following pages]

DRAFT

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

The Fairways at Gateway Subdivision Association, a Michigan nonprofit corporation

By: _____
Name: _____
Title: President

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was executed before me this ____ day of _____, 2026, by _____, the President of **The Fairways at Gateway Subdivision Association**, a Michigan nonprofit corporation, on behalf of said nonprofit corporation.

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

The Ponds at Gateway Association, a Michigan nonprofit corporation,

By: _____
Name: _____
Title: President

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was executed before me this ____ day of _____, 2026, by _____, the President of **The Ponds at Gateway Association**, a Michigan nonprofit corporation, on behalf of said nonprofit corporation.

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

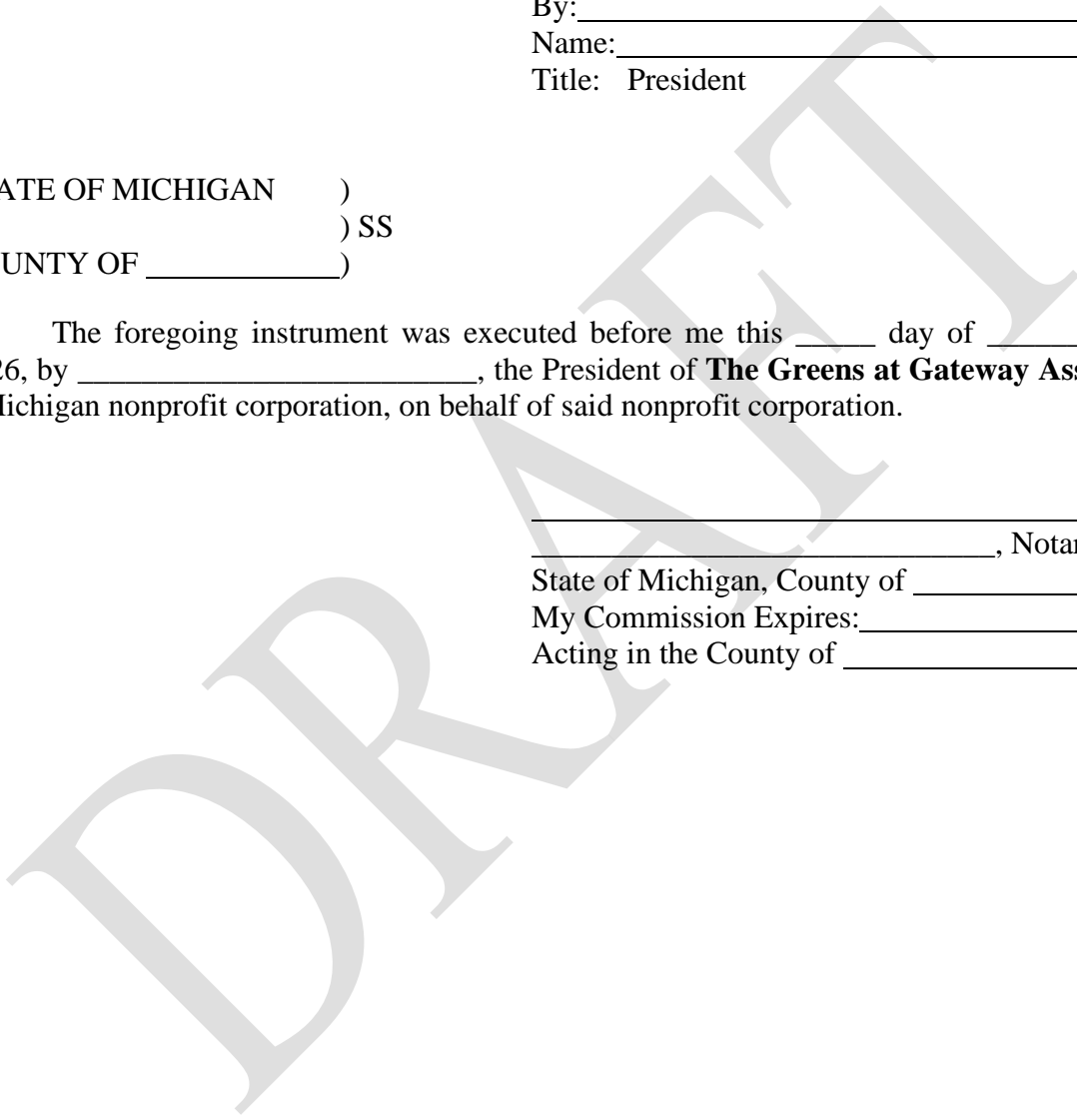
The Greens at Gateway Association, a Michigan nonprofit corporation,

By: _____
Name: _____
Title: President

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was executed before me this _____ day of _____, 2026, by _____, the President of **The Greens at Gateway Association**, a Michigan nonprofit corporation, on behalf of said nonprofit corporation.

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



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Ross Golf Properties, LLC, a Michigan limited liability company

By: _____
Name: _____
Title: _____

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was executed before me this ____ day of _____, 2026, by _____, the _____ of **Ross Golf Properties, LLC**, a Michigan limited liability company, on behalf of said limited liability company.

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

City of Romulus, a Michigan municipal corporation,

By: _____
Name: _____
Title: _____

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

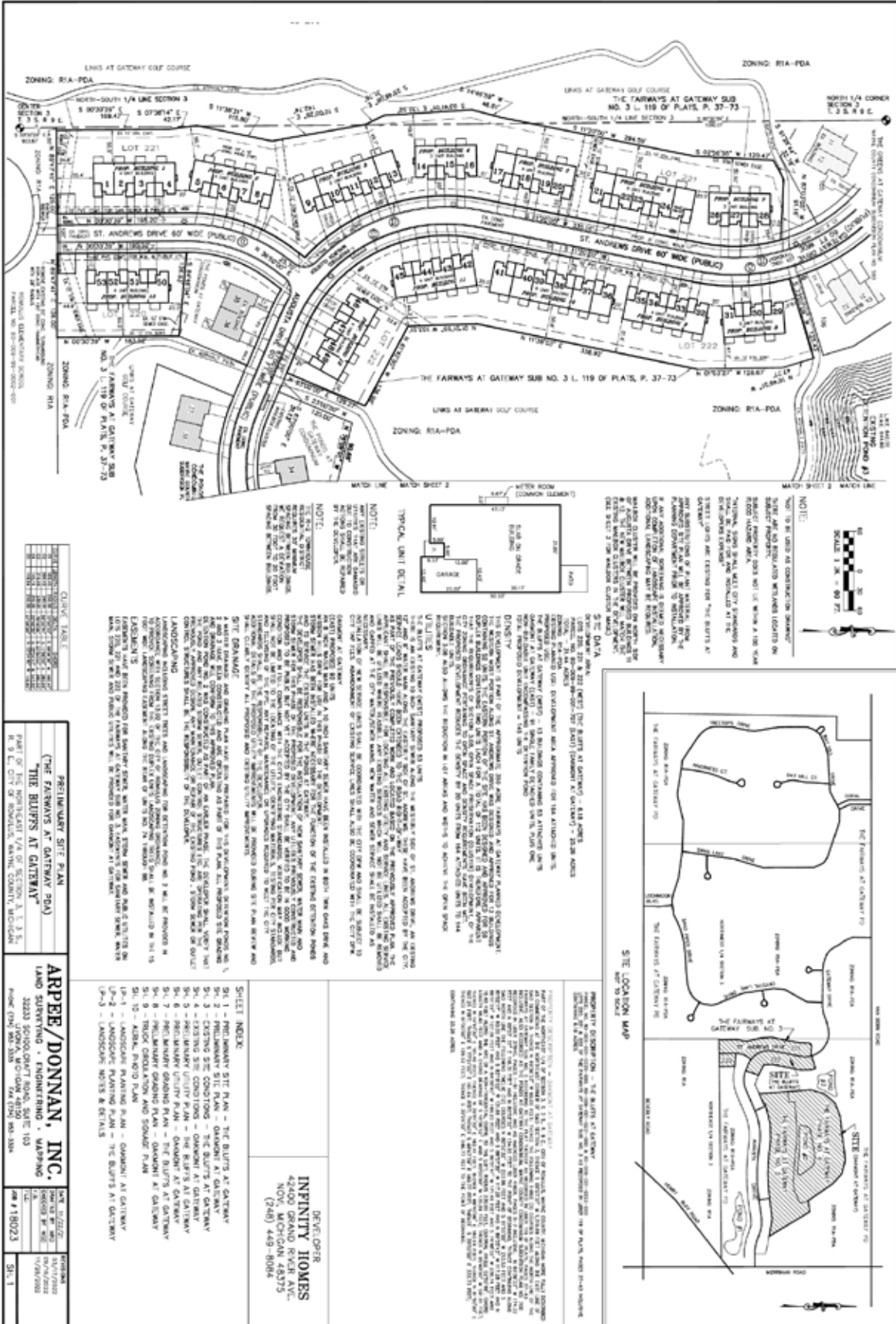
The foregoing instrument was executed before me this _____ day of _____, 2026, by _____, the _____ of the **City of Romulus**, a Michigan municipal corporation, on behalf of said municipal corporation.

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

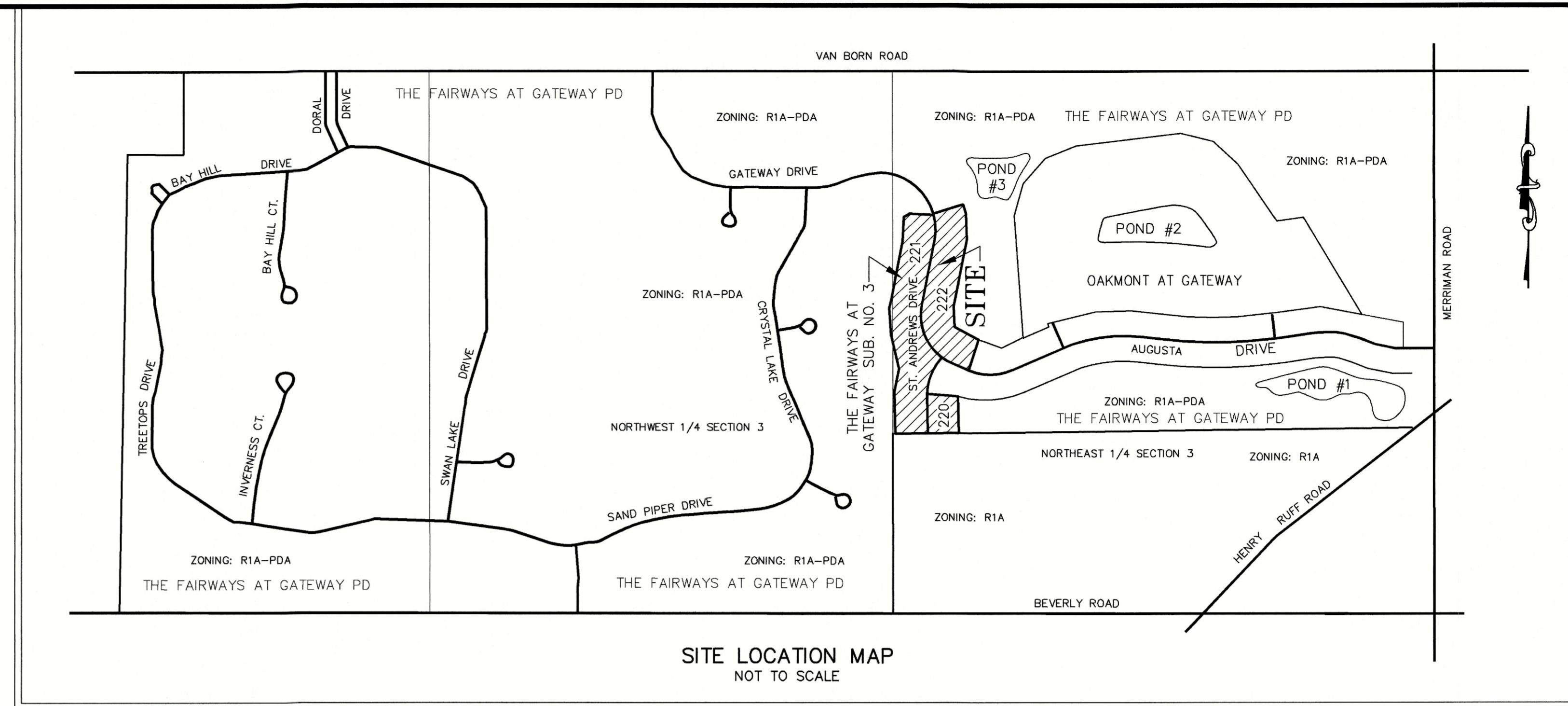
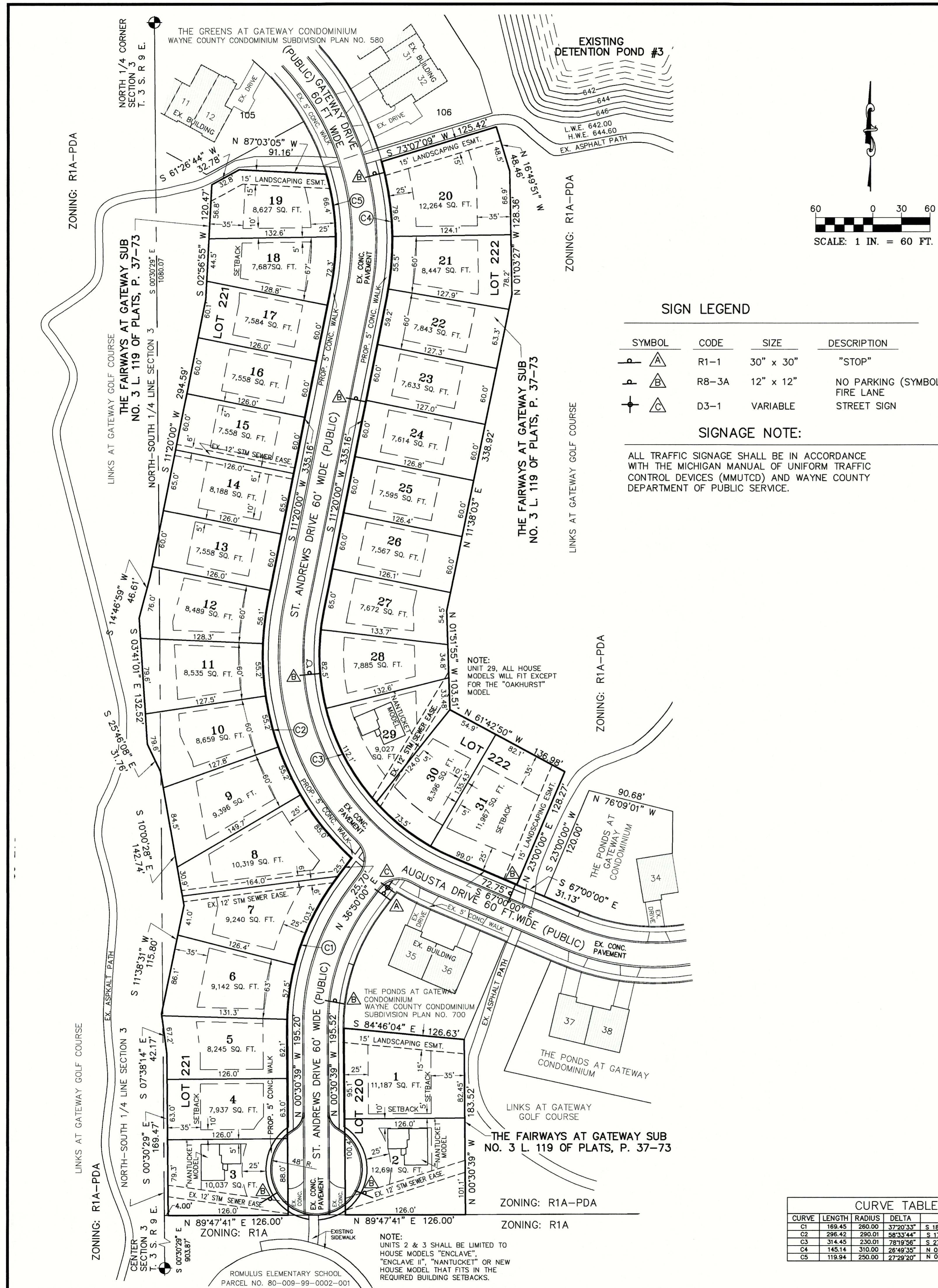
DRAFTED BY AND WHEN
RECORDED RETURN TO:

Scott A. Steinhoff, Esq.
Dykema Gossett PLLC
39577 Woodward Avenue, Suite 300
Bloomfield Hills, MI 48304

[City Signature Page to Second Amendment
to Planned Development Area Agreement]



115826.000005 4916-4289-5755.2



SITE DATA
DEVELOPMENT AREA:
LOTS 220, 221 & 222 (WEST) - 6.18 ACRES
ZONING: R1A-PDA
MINIMUM UNIT SIZE: 7,200 SQ. FT.
MINIMUM WIDTH: 60 FEET.
SETBACKS: FRONT 25 FEET, REAR 35 FEET, SIDE 5 FEET MIN./15 FEET TOTAL

DENSITY
THIS PORTION OF THE DEVELOPMENT ALONG ST. ANDREWS DRIVE WAS ORIGINALLY DESIGNED AND APPROVED FOR 13 BUILDINGS CONTAINING 52 UNITS. THIS PROPOSED LAYOUT SHOWING 31 SINGLE FAMILY UNITS REDUCES THE DENSITY BY 21 UNITS.

UTILITIES
PROPOSED UNITS 1 - 31.
THE CONSTRUCTION DRAWINGS SHOW PROPOSED 10 INCH SANITARY SEWER ALONG THE WESTERLY SIDE OF ST. ANDREWS DRIVE, 12" AND 8" WATER MAIN ALONG THE EASTERLY SIDE OF ST. ANDREWS. THESE HAVE BEEN ACCEPTED BY THE CITY. SERVICE LEADS SHOULD HAVE BEEN EXTENDED TO THE ROAD RIGHT-OF-WAY AS PART OF THE PREVIOUSLY COMPLETED WORK AND LOCATED BASED ON THE PREVIOUSLY APPROVED PLAN. NOT ALL OF THE PROPOSED LOTS WILL HAVE EXISTING WATER AND SEWER SERVICES, AND THE LOCATION OF SOME OF THE EXISTING SERVICES MAY NOT BE IN THE IDEAL LOCATION FOR THE PROPOSED DEVELOPMENT. THE APPLICANT SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITY AND SERVICE LINES. ALL EXISTING SERVICE LINES WILL BE UTILIZED WHERE FEASIBLE. ANY EXISTING SERVICES WHICH WILL NOT BE UTILIZED SHALL BE REMOVED AND CAPPED AT THE CITY WATER/SEWER MAINS. NEW WATER AND SEWER SERVICE SHALL BE INSTALLED AS NECESSARY SO THAT EACH PROPOSED UNIT WILL HAVE SERVICE.
INSTALLATION OF NEW SERVICE LINES SHALL BE COORDINATED WITH THE CITY DPW AND SHALL BE SUBJECT TO CITY TAP FEES. ABANDONMENT OF EXISTING SERVICE LINES SHALL ALSO BE COORDINATED WITH THE CITY DPW.

SITE DRAINAGE
A MASTER DRAINAGE AND GRADING PLAN HAVE BEEN PREPARED FOR THIS DEVELOPMENT. DETENTION PONDS NO. 1, 2 AND 3 HAVE BEEN CONSTRUCTED AND ARE OPERATING AS PART OF THIS PLAN. ALL PROPOSED SITE GRADING AND DRAINAGE WILL CONFORM TO THIS APPROVED PLAN.

EASEMENTS
EASEMENTS HAVE BEEN PROVIDED FOR SANITARY SEWER, WATER MAIN, STORM SEWER AND PUBLIC UTILITIES ON LOTS 220, 221 AND 222 OF THE FAIRWAYS AT GATEWAY SUB NO. 3.

LOT WIDTH NOTE:
ALL LOTS ARE A MINIMUM OF 60 FEET WIDE AS REQUIRED. LOT WIDTHS ARE MEASURED AT THE FRONT SETBACK LINE AS PER THE CITY OF ROMULUS ZONING ORDINANCE SECTION 24.13 (f).

PARKING:
ALL UNITS SHALL HAVE PARKING FOR TWO CARS LOCATED IN GARAGES AND DRIVEWAYS. ON STREET PARKING IS AVAILABLE ON ONE SIDE OF THE ROAD. NO PARKING IS ALLOWED ON THE WATERMAIN SIDE OF THE ROAD AND WILL HAVE "NO PARKING" SIGNS POSTED.

SIDEWALKS:
SIDEWALKS SHALL BE PROVIDED AS SHOWN TO CONNECT THE COMPLETED PHASES OF THE PDA TO THE NORTH AND SOUTH.

MAILBOX CLUSTER:
MAILBOXES FOR THE "BLUFFS AT GATEWAY" SHALL BE ADDED TO THE EXISTING MAILBOX CLUSTER LOCATED ON MISSION HILLS DRIVE IN THE PREVIOUS DEVELOPED OAKMONT AT GATEWAY DEVELOPMENT TO THE EAST.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	184.45	280.00	37.2033°	S 180.9238° W 166.47'
C2	296.42	290.01	56.3344°	S 17.5655° E 283.68'
C3	314.45	230.01	78.1856°	S 27.5000° E 290.53'
C4	145.14	310.00	26.4935°	N 02.9447° W 143.82'
C5	119.94	250.00	27.2920°	N 02.2440° W 118.80'

PRELIMINARY SITE PLAN
(THE FAIRWAYS AT GATEWAY PDA)
"THE BLUFFS AT GATEWAY"
PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN

PROPERTY DESCRIPTION - THE BLUFFS AT GATEWAY
PARCEL NO. 80-009-001-0220-000, 80-009-001-0221-000 & 80-009-001-0222-000 LOTS 220, 221 & 222 OF THE FAIRWAYS AT GATEWAY SUB. NO. 3 AS RECORDED IN LIBER 119 OF PLATS, PAGES 37-43 INCLUSIVE. CONTAINING 6.18 ACRES.

- NOTE:**
- "NOT TO BE USED AS CONSTRUCTION DRAWING"
 - THERE ARE NO REGULATED WETLANDS LOCATED ON SUBJECT PROPERTY.
 - SUBJECT PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD AREA.
 - "INTERNAL SIGNS SHALL MEET CITY STANDARDS AND SHALL BE PAID FOR AND INSTALLED AT THE DEVELOPERS EXPENSE"
 - STREET LIGHTS ARE EXISTING FOR "THE BLUFFS AT GATEWAY" NO NEW STREET LIGHTING IS PROPOSED.
 - ANY SUBSTITUTIONS OF PLANT MATERIAL FROM APPROVED SITE PLAN WILL BE APPROVED BY THE PLANNING DEPARTMENT PRIOR TO INSTALLATION.
 - IF ANY ADDITIONAL SCREENING IS DEEMED NECESSARY UPON COMPLETION OF LANDSCAPE INSTALLATION, ADDITIONAL LANDSCAPING MAY BE REQUIRED.
 - MAILBOX CLUSTER WILL BE PROVIDED ON NORTH SIDE OF AUGUSTA DRIVE BETWEEN PROPOSED BUILDINGS 11 & 12. THE NEW MAILBOX CLUSTER WILL MATCH THE EXISTING MAILBOX CLUSTERS IN THE DEVELOPMENT. (SEE SHEET 3 FOR MAILBOX CLUSTER IMAGE)

DEVELOPER
INFINITY HOMES
42400 GRAND RIVER AVE.
NOVI, MICHIGAN 48375
(248) 449-8084

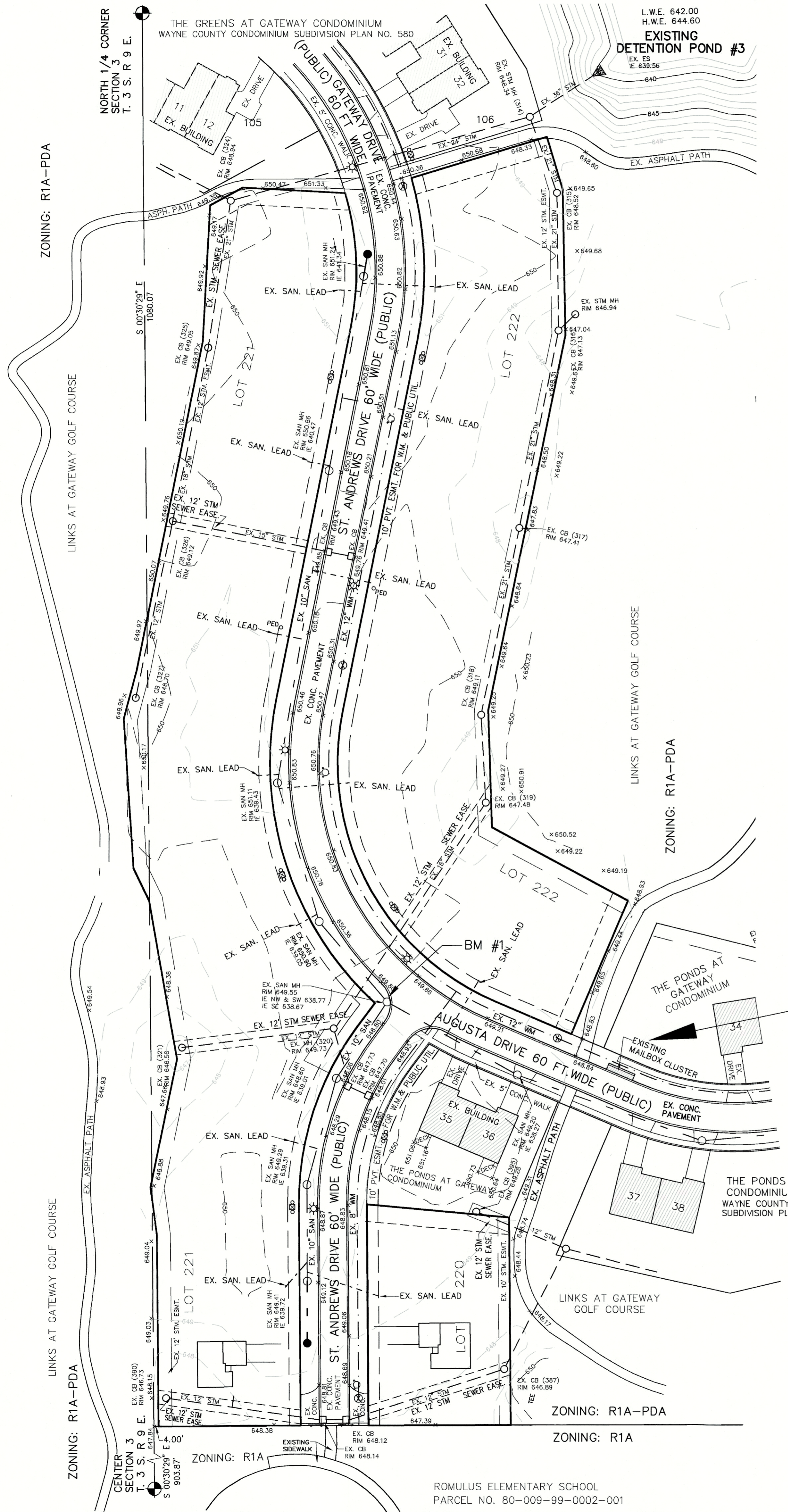
SHEET INDEX:

SH. 1	- PRELIMINARY SITE PLAN - THE BLUFFS AT GATEWAY
SH. 2	- EXISTING SITE CONDITIONS - THE BLUFFS AT GATEWAY
SH. 3	- PRELIMINARY UTILITY PLAN - THE BLUFFS AT GATEWAY
SH. 4	- PRELIMINARY GRADING PLAN - THE BLUFFS AT GATEWAY
SH. 5	- AERIAL PHOTO PLAN
LP-1	- LANDSCAPE PLANTING PLAN - THE BLUFFS AT GATEWAY
LP-2	- LANDSCAPE NOTES & DETAILS

ARPEE/DONNAN, INC.
LAND SURVEYING • ENGINEERING • MAPPING
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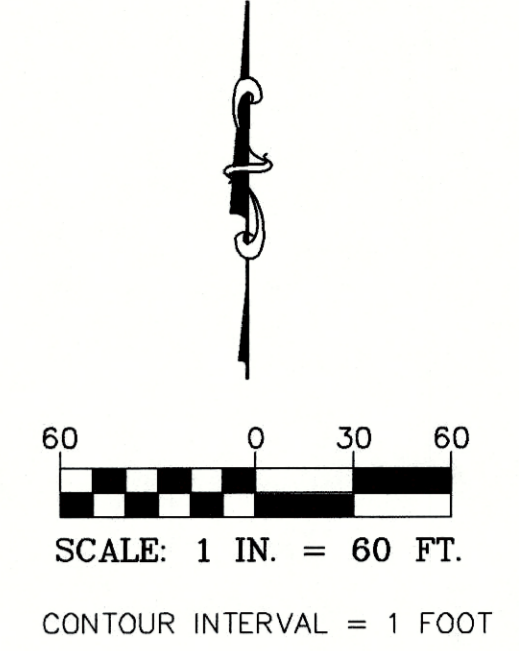
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F.B.
FILE:
JOB # 18023

REVISIONS
04/10/26
SH. 1



L.W.E. 642.00
H.W.E. 644.60
EXISTING
DETECTION POND #3

NOTE:
THERE ARE NO REGULATED WETLANDS
LOCATED ON SUBJECT PROPERTY.
SUBJECT PROPERTY DOES NOT LIE WITHIN
A 100 YEAR FLOOD HAZARD AREA.

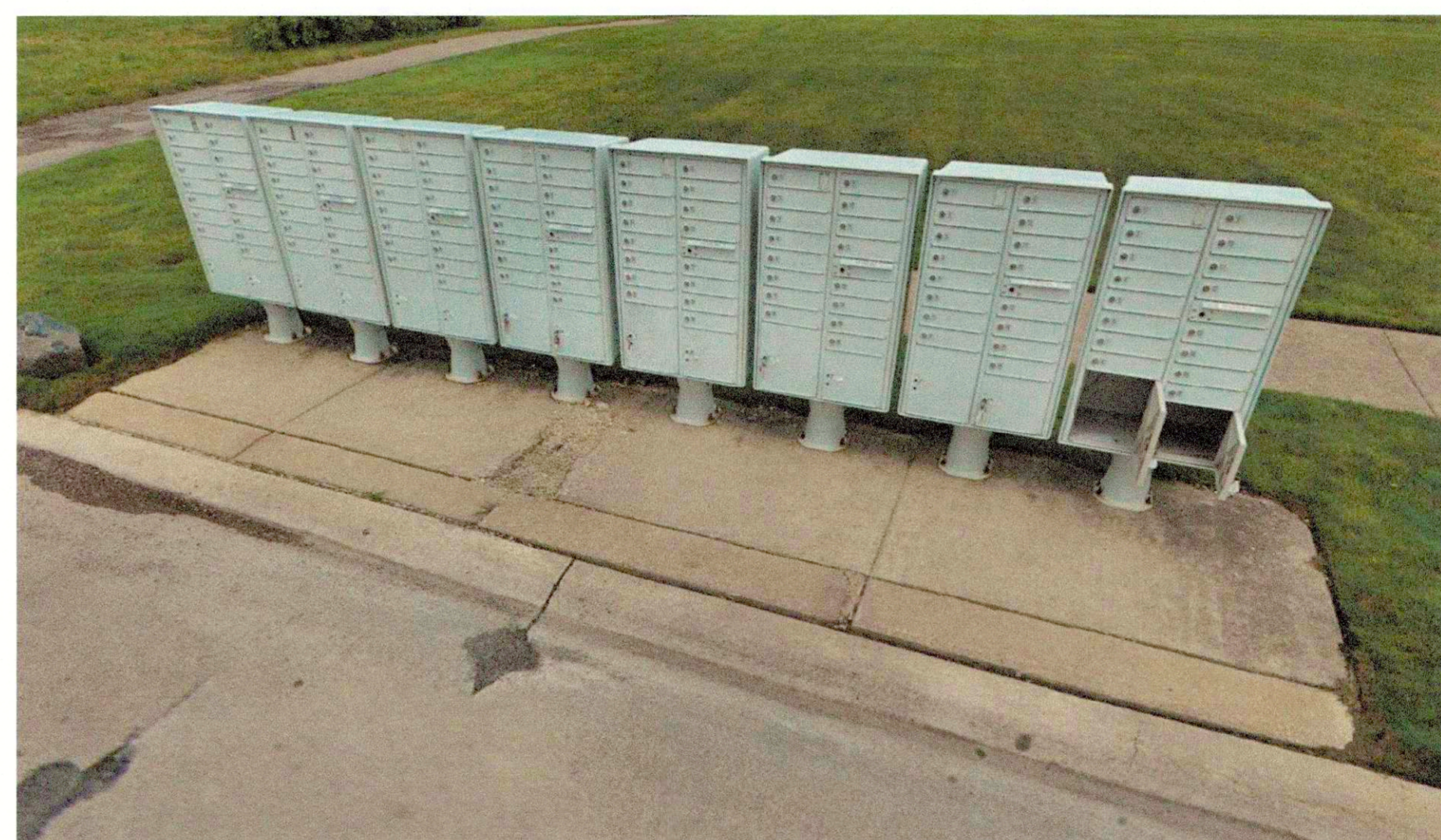


LEGEND

- ⊕ FIRE HYDRANT
 - ⊗ GATE VALVE & WELL
 - SEWER MANHOLE
 - ROAD CATCH BASIN
 - ⊕ YARD CATCH BASIN
 - ⊗ TRANSFORMER & PEDESTALS
 - UTILITY POLE
 - ⊙ LIGHT POLE
 - ← GUY ANCHOR
 - x SPOT ELEVATION
-
- SANITARY SEWER --- SAN ---
 - STORM SEWER --- STM ---
 - WATER --- WAT ---
 - ELECTRIC --- ELEC ---
 - OVERHEAD --- OH ---
 - GAS --- GAS ---

BENCH MARKS:
BM #1 -
RIM OF SANITARY MANHOLE AT
SOUTHWEST CORNER INTERSECTION OF
AUGUSTA DR. & ST. ANDREWS DR.
ELEV. 649.55 NGVD 29

BM #2 -
RIM OF SANITARY MANHOLE AT SOUTH
EAST CORNER INTERSECTION OF AUGUSTA
DR. & TWIN OAKS DR.
ELEV. 647.44 NGVD 29

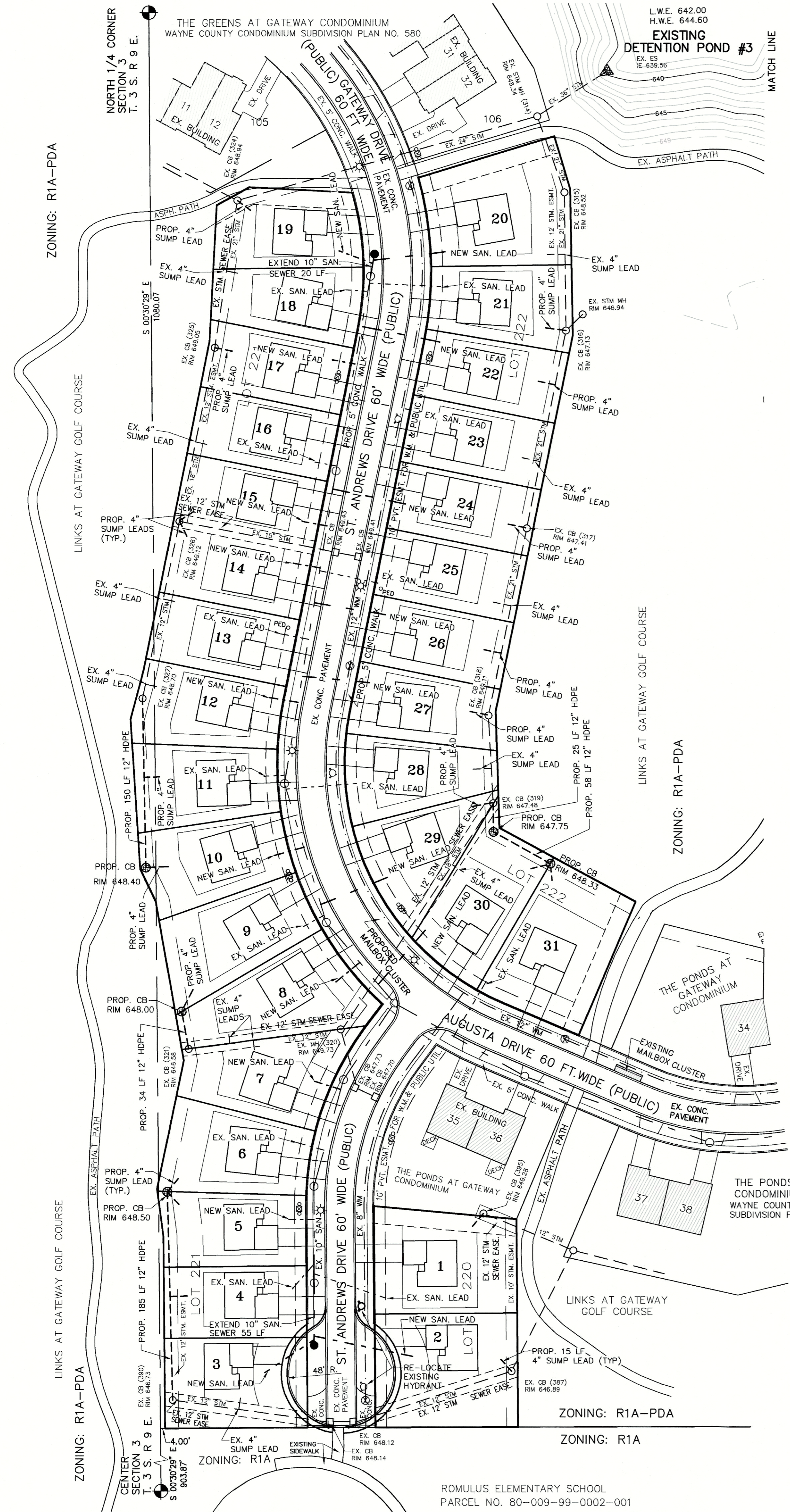


EXISTING MAILBOX CLUSTER

DEVELOPER
INFINITY HOMES
42400 GRAND RIVER AVE.
NOVI, MICHIGAN 48375
(248) 449-8084

EXISTING SITE CONDITIONS (THE FAIRWAYS AT GATEWAY PDA) "THE BLUFFS AT GATEWAY" PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN
--

ARPEE/DONNAN, INC. LAND SURVEYING • ENGINEERING • MAPPING 32233 SCHOOLCRAFT ROAD, SUITE 103 LIVONIA, MICHIGAN 48150 PHONE (734) 953-3335 FAX (734) 953-3324	DATE 01/05/2026	REVISIONS 04/10/26
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JOB # 18023		SH. 2



DEVELOPMENT NARRATIVE FOR THE BLUFFS:

ALL ROADS, SANITARY SEWER, WATER MAIN, PUBLIC UTILITIES, STORM SEWER AND STORM WATER DETENTION PONDS ARE CONSTRUCTED.

AS PER THE ORIGINAL PUD CONSTRUCTION PLAN THERE ARE EXISTING SANITARY LEADS AVAILABLE FOR SOME PROPOSED LOTS. NEW 6" SAN LEADS WILL BE PROVIDED AS SHOWN ON THIS PLAN SHEET.

A NEW 1" WATER SERVICE WILL BE CONSTRUCTED FOR EACH LOT AT THE TIME OF HOUSE CONSTRUCTION.

SANITARY LEAD LISTING

LOT NO.	STATUS
1	USE EXISTING LEAD
2	PROVIDE NEW LEAD - 75 LF
3	PROVIDE NEW LEAD - 65 LF
4	USE EXISTING LEAD
5	PROVIDE NEW LEAD - 25 LF
6	USE EXISTING LEAD
7	PROVIDE NEW LEAD - 25 LF
8	PROVIDE NEW LEAD - 25 LF
9	USE EXISTING LEAD
10	PROVIDE NEW LEAD - 25 LF
11	USE EXISTING LEAD
12	PROVIDE NEW LEAD - 25 LF
13	USE EXISTING LEAD
14	PROVIDE NEW LEAD - 25 LF
15	PROVIDE NEW LEAD - 25 LF
16	USE EXISTING LEAD
17	PROVIDE NEW LEAD - 20 LF
18	USE EXISTING LEAD
19	PROVIDE NEW LEAD - 40 LF
20	PROVIDE NEW LEAD - 72 LF
21	USE EXISTING LEAD
22	PROVIDE NEW LEAD - 70 LF
23	USE EXISTING LEAD
24	PROVIDE NEW LEAD - 70 LF
25	USE EXISTING LEAD
26	PROVIDE NEW LEAD - 65 LF
27	PROVIDE NEW LEAD - 60 LF
28	USE EXISTING LEAD
29	PROVIDE NEW LEAD - 65 LF
30	PROVIDE NEW LEAD - 65 LF
31	USE EXISTING LEAD

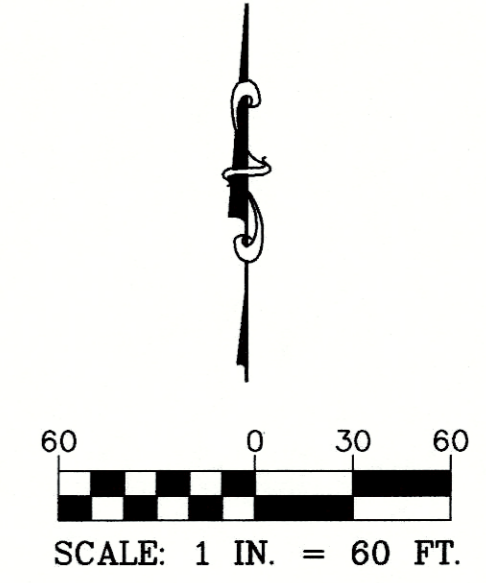
TOTAL: NEW 842 LF 6" SAN. LEAD

SUMP LEAD LISTING

LOT NO.	STATUS
1	PROVIDE NEW LEAD
2	PROVIDE NEW LEAD
3	USE EXISTING LEAD
4	PROVIDE NEW LEAD
5	PROVIDE NEW LEAD
6	PROVIDE NEW LEAD
7	USE EXISTING LEAD
8	USE EXISTING LEAD
9	PROVIDE NEW LEAD
10	PROVIDE NEW LEAD
11	PROVIDE NEW LEAD
12	USE EXISTING LEAD
13	USE EXISTING LEAD
14	PROVIDE NEW LEAD
15	PROVIDE NEW LEAD
16	USE EXISTING LEAD
17	PROVIDE NEW LEAD
18	USE EXISTING LEAD
19	PROVIDE NEW LEAD
20	USE EXISTING LEAD
21	PROVIDE NEW LEAD
22	PROVIDE NEW LEAD
23	USE EXISTING LEAD
24	PROVIDE NEW LEAD
25	USE EXISTING LEAD
26	PROVIDE NEW LEAD
27	PROVIDE NEW LEAD
28	USE EXISTING LEAD
29	PROVIDE NEW LEAD
30	USE EXISTING LEAD
31	PROVIDE NEW LEAD

FIRE DEPARTMENT NOTES:

- THE WATER MAIN SYSTEM IS EXISTING AND LOOPED.
- ALL FIRE HYDRANTS SHALL HAVE ONE QUICK-CONNECT 5" STORZ OUTLET.
- FIRE HYDRANTS ARE EXISTING AND ALL PROPOSED HOUSES ARE WITHIN A 500' RADIUS OF A HYDRANT.
- FIRE HYDRANTS SHALL HAVE HOSE CONNECTIONS FACING THE STREET AND MEET FINAL APPROVAL OF THE FIRE PREVENTION CHIEF.
- "NO PARKING" SIGNS NEAR ALL HYDRANTS SHALL BE INSTALLED BY THE DEVELOPER.
- "NO PARKING FIRE LANE" SIGNS SHALL BE POSTED ON THE HYDRANT SIDE OF THE ROAD AND BOTH SIDES OF THE CUL-DE-SAC AND SHALL BE INSTALLED BY THE DEVELOPER.
- A 96 FOOT DIAMETER CUL-DE-SAC SHALL BE PROVIDED AT THE END OF ST. ANDREWS DRIVE.



NOTE:
"NOT TO BE USED AS CONSTRUCTION DRAWING"

LEGEND

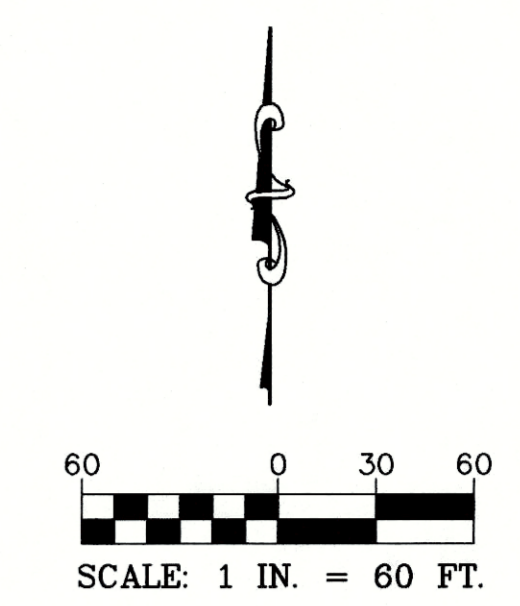
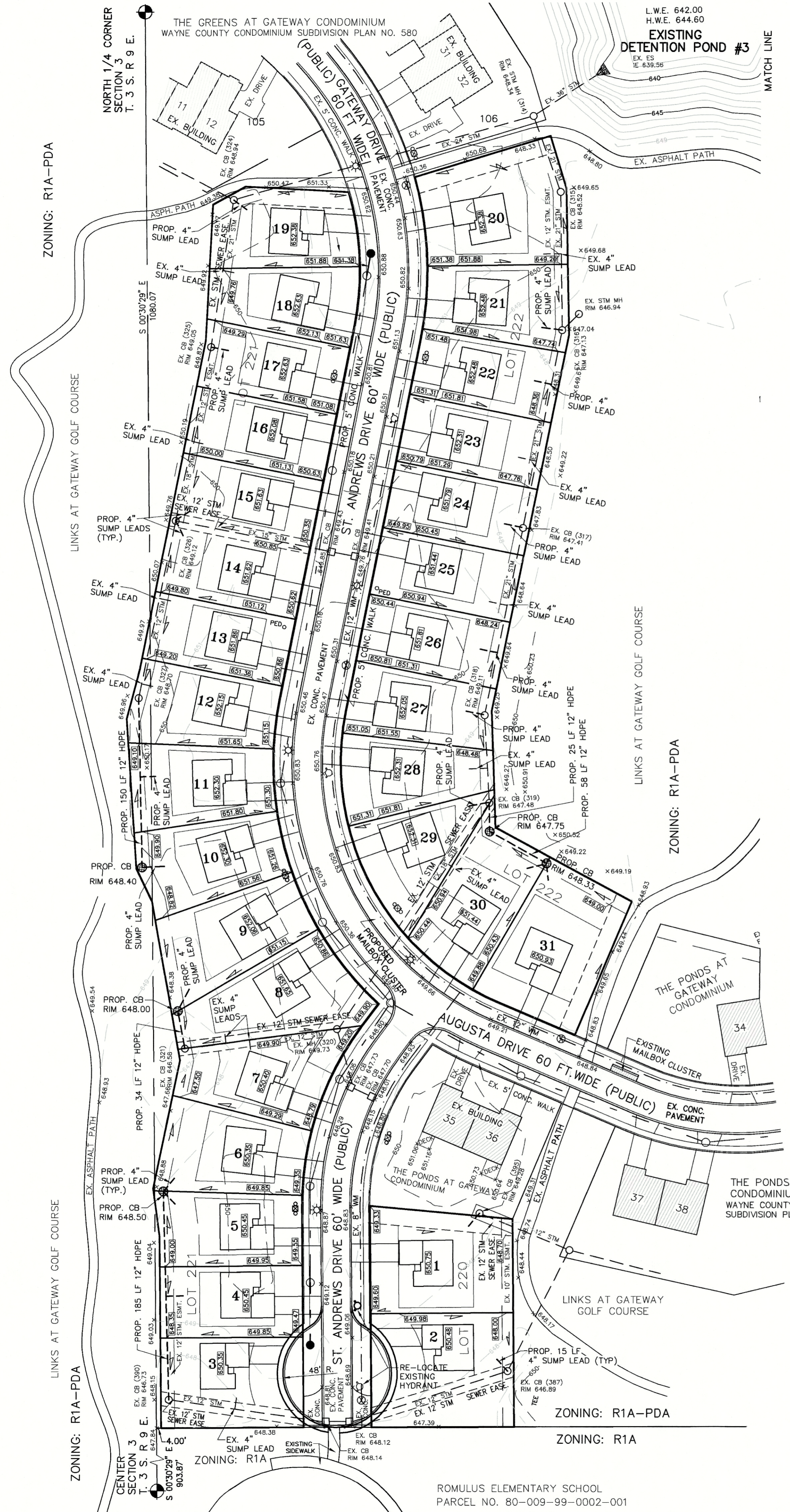
▽	FIRE HYDRANT
⊗	GATE VALVE & WELL
○	SEWER MANHOLE
□	ROAD CATCH BASIN
⊕	YARD CATCH BASIN
⊗	TRANSFORMER & PEDESTALS
○	UTILITY POLE
⊙	LIGHT POLE
⊕	GUY ANCHOR
x	SPOT ELEVATION
---	SANITARY SEWER
- - -	STORM SEWER
---	WATER
---	ELECTRIC
---	OVERHEAD
---	GAS

DEVELOPER
INFINITY HOMES
42400 GRAND RIVER AVE.
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PRELIMINARY UTILITY PLAN
(THE FAIRWAYS AT GATEWAY PDA)
"THE BLUFFS AT GATEWAY"
PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN

ARPEE/DONNAN, INC.
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FILE:	
JOB #18023	SH. 3



NOTE:
 "NOT TO BE USED AS
 CONSTRUCTION DRAWING"

LEGEND:
 648.84 EXISTING ELEVATION
 648.38 PROPOSED ELEVATION

LEGEND

- FIRE HYDRANT
- ⊗ GATE VALVE & WELL
- SEWER MANHOLE
- ROAD CATCH BASIN
- ⊕ YARD CATCH BASIN
- ⊗ TRANSFORMER & PEDESTALS
- UTILITY POLE
- ⊙ LIGHT POLE
- ← GUY ANCHOR
- x SPOT ELEVATION

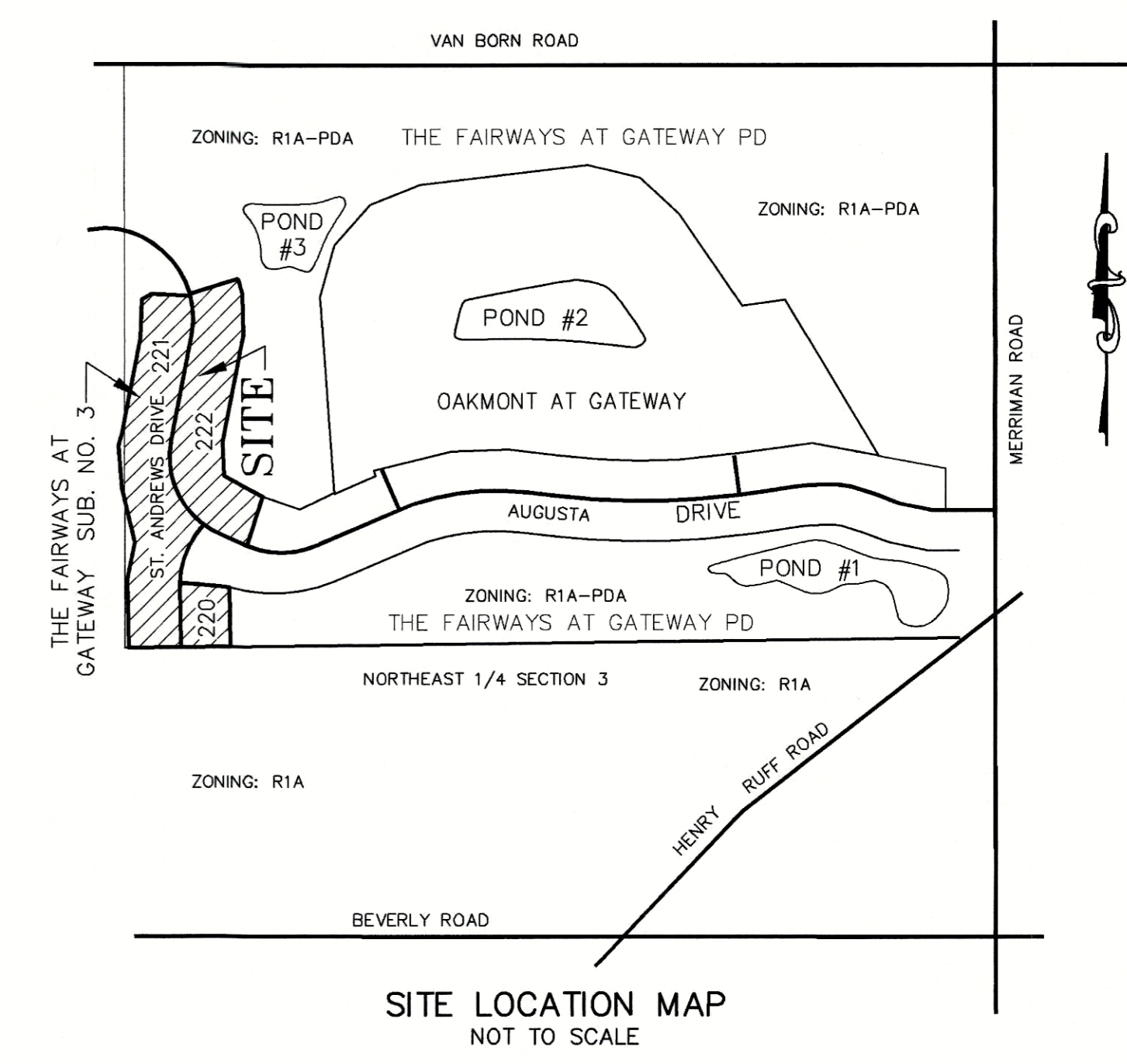
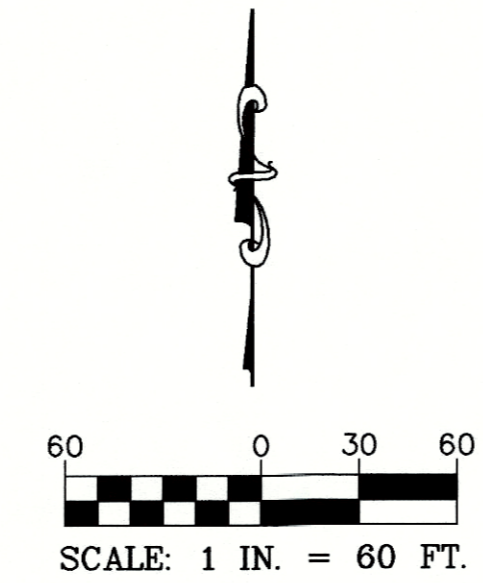
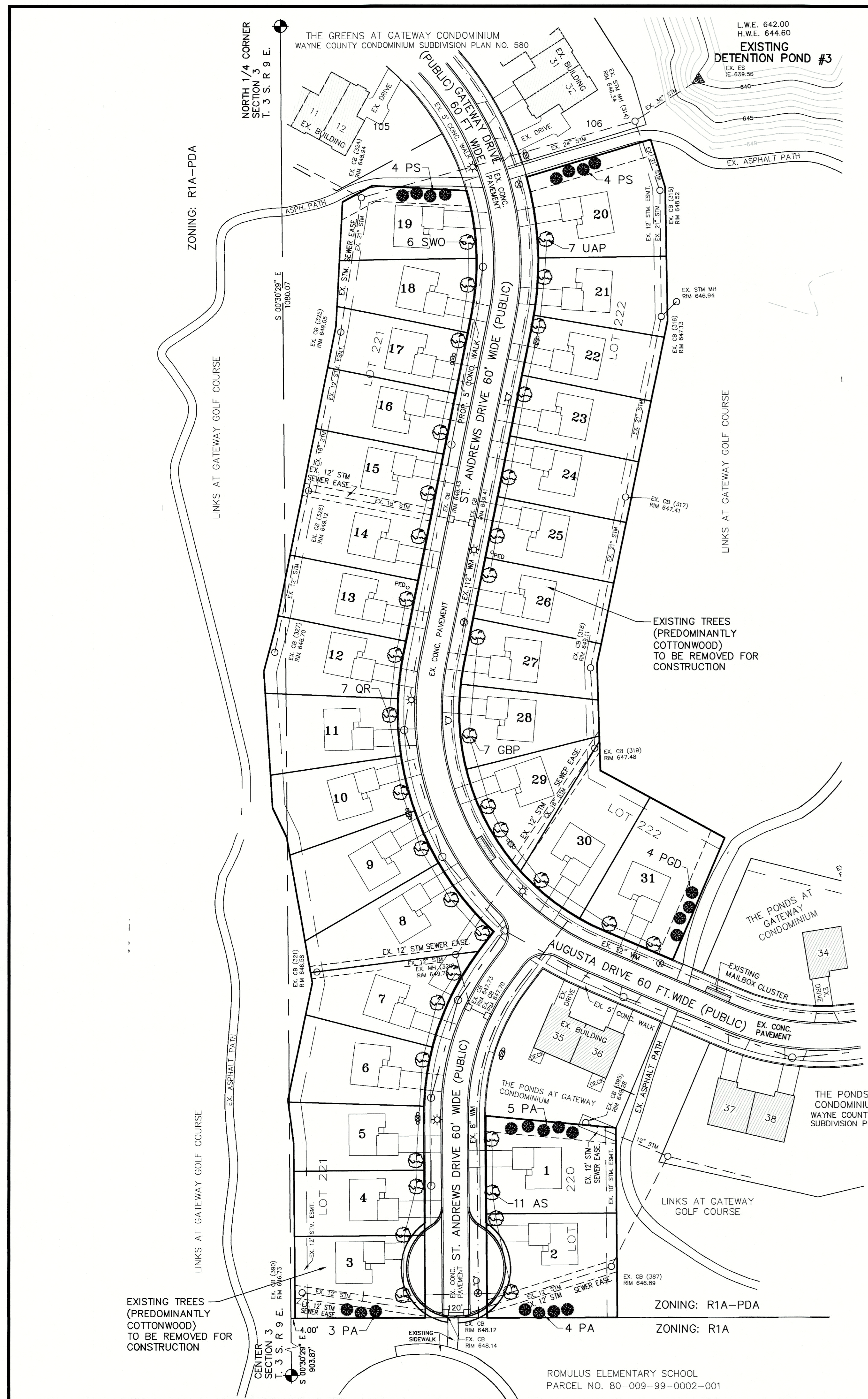
SANITARY SEWER --- SAN ---
 STORM SEWER --- STM ---
 WATER --- WAT ---
 ELECTRIC --- ELEC ---
 OVERHEAD --- OH ---
 GAS --- GAS ---

DEVELOPER
INFINITY HOMES
 42400 GRAND RIVER AVE.
 NOVI, MICHIGAN 48375
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PRELIMINARY GRADING PLAN
 (THE FAIRWAYS AT GATEWAY PDA)
 "THE BLUFFS AT GATEWAY"
 PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S.,
 R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN

ARPEE/DONNAN, INC.
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JOB # 18023	SH. 4



STREET TREES

KEY	QTY.	COMMON NAME	BOTANICAL NAME	SIZE
AS	11	LEGACY SUGAR MAPLE	ACER SACCHARUM 'LEGACY'	3" CAL. B&B
QR	7	RED OAK	QUERCUS RUBRA	3" CAL. B&B
SWO	6	SWAMP WHITE OAK	QUERCUS BICOLOR	3" CAL. B&B
UAP	7	PRINCETON AMERICAN ELM	ULMUS AMERICANA 'PRINCETON'	3" CAL. B&B
GBP	7	PRINCETON SENTRY MAIDENHAIR	GINKO BILOBA 'PRINCETON SENTRY'	3" CAL. B&B

LANDSCAPING EASEMENT TREES

KEY	QTY.	COMMON NAME	BOTANICAL NAME	SIZE
PA	12	NORWAY SPRUCE	PICEA ABIES	8' HT. B&B
PGD	4	BLACK HILLS WHITE SPRUCE	PICEA GLAUCA 'DENSATA'	8' HT. B&B
PS	8	EASTERN WHITE PINE	PINUS STROBUS	8' HT. B&B

LANDSCAPE CALCULATIONS:

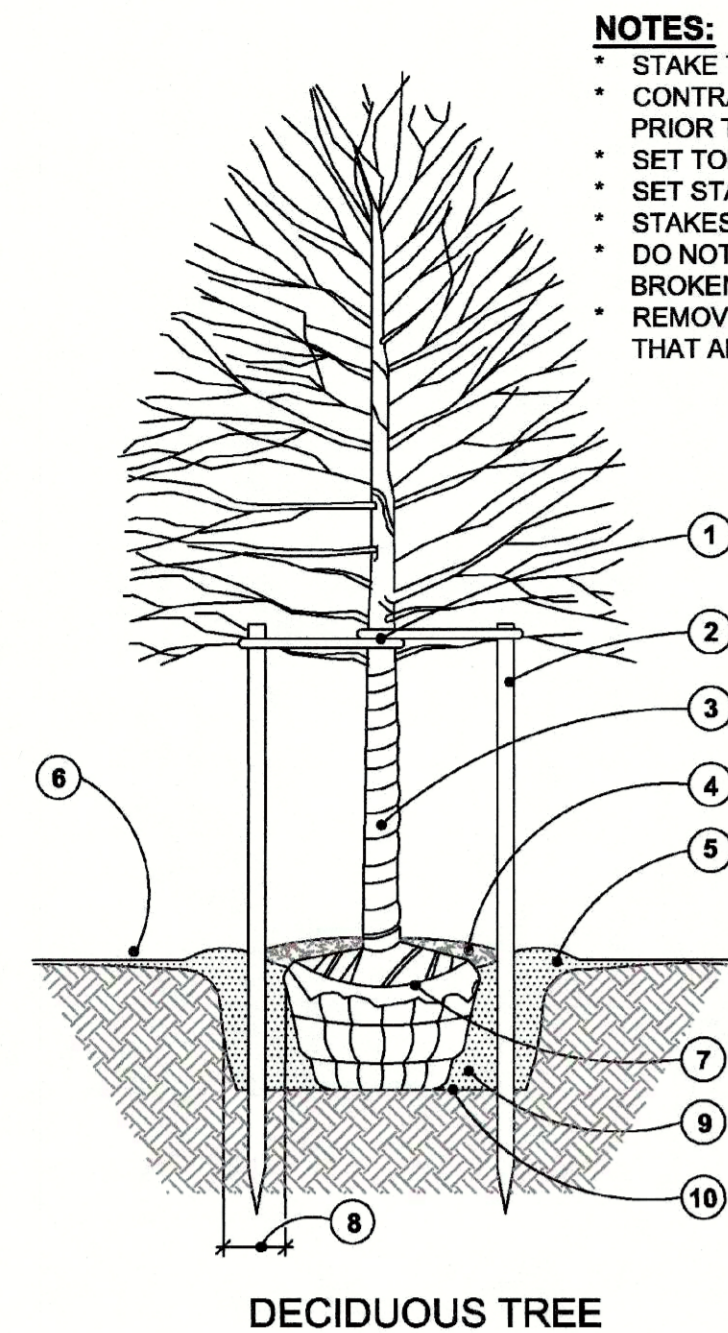
- STREET TREE PLANTING**
- * One (1) deciduous shade tree per lot for lots 65 feet in width and less
 - * Two (2) deciduous shade trees per lot for lots 65 feet to 120 feet in width
 - * Three (3) deciduous shade trees per lot for lots greater than 120 feet in width and corner lots

DEVELOPER
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LANDSCAPE PLAN
(THE FAIRWAYS AT GATEWAY PDA)
"THE BLUFFS AT GATEWAY"
PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S., R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN

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JOB # 18023	SH. LP-1

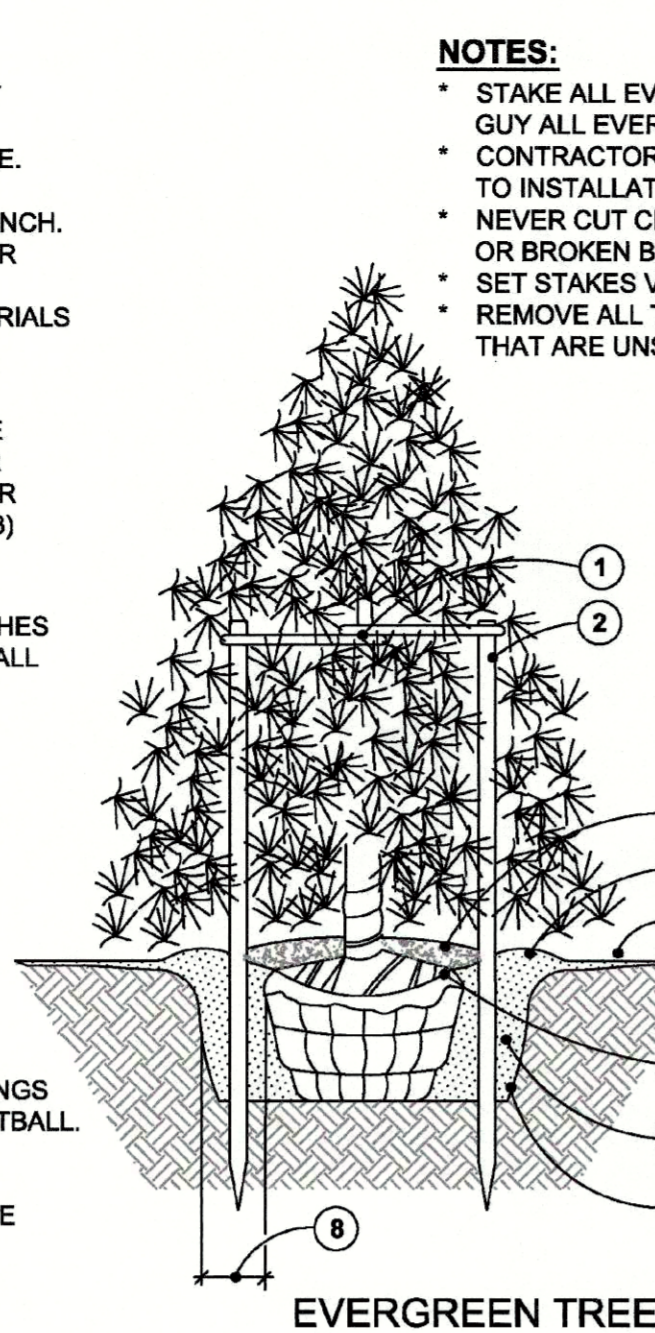


NOTES:

- STAKE TREES UNDER FOUR INCH (4") CALIPER.
- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.
- SET TOP OF BALL THREE INCHES (3") ABOVE FINISH GRADE.
- SET STAKES VERTICAL & EVENLY SPACED.
- STAKES OR GUYS TO BE SECURED ABOVE THE FIRST BRANCH.
- DO NOT PRUNE TERMINAL LEADER. PRUNE ONLY DEAD OR BROKEN BRANCHES.
- REMOVE ALL TAGS, STRING, PLASTICS, AND OTHER MATERIALS THAT ARE UNSIGHTLY OR COULD CAUSE DAMAGE.

- 1 STAKE TREE JUST BELOW FIRST BRANCH USING TWO INCH TO THREE INCH (2"-3") WIDE BELT-LIKE MATERIAL OF NYLON, PLASTIC, OR OTHER ACCEPTABLE MATERIAL. (NO WIRE OR HOSE TO BE USED TO GUY TREES.) THREE (3) GUYS EVENLY SPACED PER TREE. REMOVE AFTER ONE (1) WINTER SEASON.
- 2 2 x 2 HARDWOOD STAKES. POSITION SIX INCHES TO EIGHT INCHES (6"-8") OUTSIDE OF ROOTBALL AND EXTEND EIGHTEEN INCHES (18") BELOW TREE PIT INTO UNDISTURBED SOIL.
- 3 APPLY TREE WRAP AND SECURE WITH A BIODEGRADABLE MATERIAL AT TOP AND BOTTOM. REMOVE AFTER ONE (1) WINTER.
- 4 SHREDDED BARK MULCH OF A NATURAL COLOR AT FOUR INCH (4") MINIMUM DEPTH. LEAVE A THREE INCH (3") CIRCLE OF BARE SOIL AT THE BASE OF THE TREE.
- 5 MOUND TO FORM TREE SAUCER.
- 6 FINISH GRADE SLOPED AWAY FROM TREE.
- 7 CUT AND REMOVE WIRE, BURLAP, AND BINDINGS FROM THE TOP ONE-THIRD (1/3) OF THE ROOTBALL.
- 8 WIDTH OF ROOTBALL ON EACH SIDE.
- 9 PLANTING MIX SHALL BE AMENDED PER SITE CONDITIONS AND PLANT REQUIREMENTS.
- 10 SCARIFY BOTTOM AND SIDES OF PLANTING PIT TO FOUR INCH (4") DEPTH.

DECIDUOUS TREE

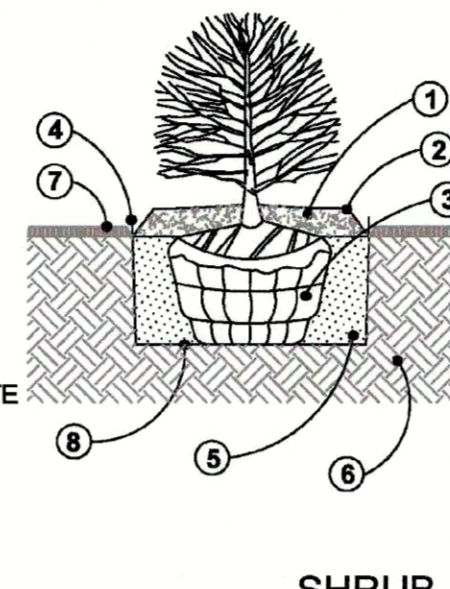


NOTES:

- STAKE ALL EVERGREEN TREES UNDER TWELVE FEET (12) HIGH. GUY ALL EVERGREEN TREES TWELVE FEET (12) HIGH AND OVER.
- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.
- NEVER CUT CENTRAL LEADER. PRUNE ONLY TO REMOVE DEAD OR BROKEN BRANCHES.
- SET STAKES VERTICAL AND EVENLY SPACED.
- REMOVE ALL TAGS, STRING, PLASTICS, AND OTHER MATERIALS THAT ARE UNSIGHTLY OR COULD CAUSE GIRDLING.

- 1 STAKE TREE AS INDICATED USING TWO INCH TO THREE INCH (2"-3") WIDE BELT-LIKE MATERIAL OF NYLON, PLASTIC, OR OTHER ACCEPTABLE MATERIAL. (NO WIRE OR HOSE TO BE USED TO GUY TREES.) THREE (3) GUYS EVENLY SPACED PER TREE. REMOVE AFTER ONE (1) WINTER SEASON.
- 2 2 x 2 HARDWOOD STAKES. POSITION SIX INCHES TO EIGHT INCHES (6"-8") OUTSIDE OF ROOTBALL AND EXTEND EIGHTEEN INCHES (18") BELOW TREE PIT INTO UNDISTURBED SOIL.
- 3 SHREDDED BARK MULCH OF A NATURAL COLOR AT FOUR INCH (4") MINIMUM DEPTH. LEAVE A THREE INCH (3") CIRCLE OF BARE SOIL AT THE BASE OF THE TREE.
- 4 MOUND TO FORM TREE SAUCER.
- 5 FINISH GRADE SLOPED AWAY FROM TREE.
- 6 CUT AND REMOVE WIRE, BURLAP, AND BINDINGS FROM THE TOP ONE-THIRD (1/3) OF THE ROOTBALL.
- 7 PLANTING MIX SHALL BE AMENDED PER SITE CONDITIONS AND PLANT REQUIREMENTS.
- 8 WIDTH OF ROOTBALL ON EACH SIDE.
- 9 SCARIFY BOTTOM AND SIDES OF PLANTING PIT TO FOUR INCH (4") DEPTH.

EVERGREEN TREE

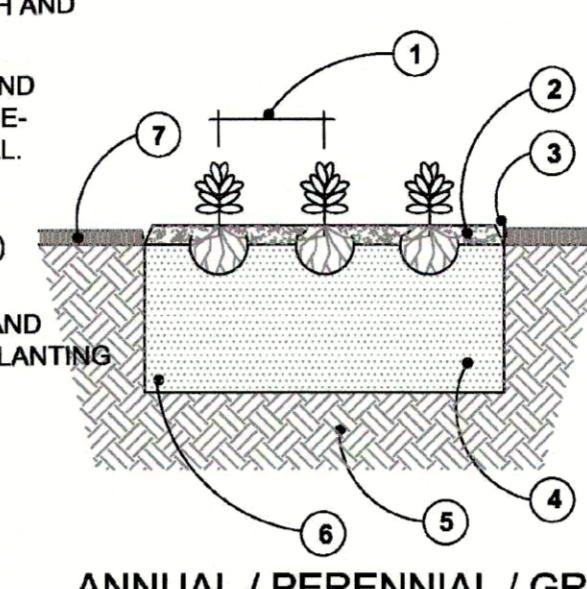


NOTE:

- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.

- 1 SHREDDED BARK MULCH AT FOUR INCH (4") MINIMUM DEPTH. MULCH SHALL BE NATURAL IN COLOR.
- 2 FORM A SAUCER WITH MULCH AND SOIL AROUND SHRUB BED.
- 3 CUT AND REMOVE BURLAP AND BINDINGS FROM THE TOP ONE-THIRD (1/3) OF THE ROOTBALL.
- 4 3/16" x 4" ALUMINUM EDGING (OR APPROVED EQUIVALENT) OR SPADED EDGE.
- 5 EXCAVATE PLANTING HOLE AND BACKFILL WITH PREPARED PLANTING MIX.
- 6 UNDISTURBED SUBGRADE.
- 7 LAWN.
- 8 SCARIFY SUBGRADE.

SHRUB



NOTE:

- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.
- PERENNIALS TO BE PLANTED UP TO THE EDGE OF THE SAUCER AROUND A TREE OR SHRUB BED.

- 1 SEE PLANT LIST FOR SPACING DISTANCE.
- 2 SHREDDED HARDWOOD MULCH OF A NATURAL COLOR MULCH AT FOUR INCH (4") MINIMUM DEPTH.
- 3 3/16" x 4" ALUMINUM EDGING (OR APPROVED EQUIVALENT) OR SPADED EDGE.
- 4 EXCAVATE PLANTING BED AND BACKFILL WITH PREPARED PLANTING MIX AT A TEN INCH (10") DEPTH.
- 5 UNDISTURBED SUBGRADE.
- 6 PLANTING MIX TO CONSIST OF EQUAL PARTS OF SAND, LEAF COMPOST, AND NATIVE SOIL.
- 7 LAWN.

ANNUAL / PERENNIAL / GROUNDCOVER

not to scale

PLANTING DETAILS

LANDSCAPE DEVELOPMENT NOTES:

PLANTING

1. Installation of all plant material shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock* and with the specifications set forth by the City of Romulus, Michigan.
2. The plant materials shall conform to the type stated on the plant list. Sizes shall be the minimum stated on the plant list or larger. All measurements shall be in accordance with the latest edition of the *American Association of Nurserymen Standards for Nursery Stock*.
3. The plant material shall be nursery grown and inspected by the Owner's representative before planting. The Owner's representative reserves the right to reject any plant material at any time.
4. Plants designated "B&B" shall be balled and burlapped with firm balls of earth.
5. Dig shrub pits one foot (1') larger than the shrub rootball, tree pits three (3) times the width of the tree rootball and backfill with one (1) part topsoil and one (1) part soil from excavated pit. Plant trees and shrubs at the same grade level at which they were planted at the nursery. If wet, clay soils are evident, plant trees and shrubs slightly higher.
6. The Contractor is responsible for planting the materials at the correct grades and spacing. The plants shall be oriented to give the best appearance.
7. When the plant has been properly set, the pit shall be backfilled with the topsoil mixture, gradually filling, patting, and settling with water.
8. Trees in lawn areas to have a four foot (4') circle of mulch, four inches (4") deep, and three inches (3") away from the trunk. Shrub beds are to be mulched with shredded hardwood bark mulch to a minimum depth of four inches (4"). Only natural color shredded hardwood bark mulch will be accepted.
9. Remove all twine, wire, and burlap from the top one third (1/3) of tree and shrub root balls and from tree trunks. Remove all non-biodegradable material such as plastic or nylon completely from branches and stems.
10. All plant materials shall be pruned and injuries repaired. The amount of pruning shall be limited to the removal of dead or injured limbs and to compensate for the loss of roots from transplanting. Cuts should be flush, leaving no stubs. DO NOT apply tree paint to freshly cut wounds. Shrubs along the site perimeter shall be allowed to grow together in a natural form.
11. Organic, friable topsoil shall be evenly distributed and fine graded over all areas to receive lawns at uniform depth of four inches (4") after settlement.
12. All lawn areas shall be sodded with a Grade A Kentucky Blue Grass blend over the topsoil.
13. All plantings shall be completed within three (3) months, and no later than November 30, from the date of issuance of a certificate of occupancy if such certificate is issued during the April 1 thru September 30 period; if the certificate is issued during the October 1 thru March 31 period, the planting shall be completed no later than the ensuing May 31; plantings shall thereafter be reasonably maintained, including permanence and health of plant materials to provide a screen to abutting properties and including the absence of weeds and refuse.
14. Plant trees and shrubs no closer than the following minimum distances from sidewalks, curbs, and parking stalls:

a. Shade/Canopy Trees	Three feet (3')
b. Ornamental/Flowering Trees	Five feet (5')
c. Evergreen Trees	Five feet (5')
d. Evergreen/Flowering Shrubs	Four feet (4').
15. Backfill directly behind all curbs and along sidewalks and compact to the top of curbs or walk to support vehicle and pedestrian weight without settling.
16. All landscape areas, especially parking lot islands and landscape beds next to buildings shall be excavated of all building materials and poor soils to a depth of twelve inches to eighteen inches (12"-18") and backfilled with good, medium-textured planting soil (loam or light yellow clay loam). Add four inches to six inches (4"-6") of topsoil over the fill material and crown a minimum of six inches (6") above the top of curbs and/or walks after earth settling unless otherwise noted on the landscape plan.
17. Conversion of all asphalt and gravel areas to landscape planting beds shall be done in the following manner: a. Remove all asphalt, gravel, and compacted earth to a depth of six inches to eighteen inches (6"-18") depending on the depth of the sub base and dispose of off site; b. Call the City for an inspection prior to backfilling; c. Replace excavated material with good, medium-textured planting soil (loam or light yellow clay loam) to a minimum of two inches (2") above the top of the curb and sidewalk, add four inches to six inches (4"-6") of topsoil and crown to a minimum of six inches (6") above the adjacent curb and walk after earth settling, unless otherwise noted on the landscape plan.
18. Edging shall consist of Ryerson Steel edging or approved equivalent.
19. Elevate the rootballs of Yew shrubs to allow for better drainage.

MATERIAL

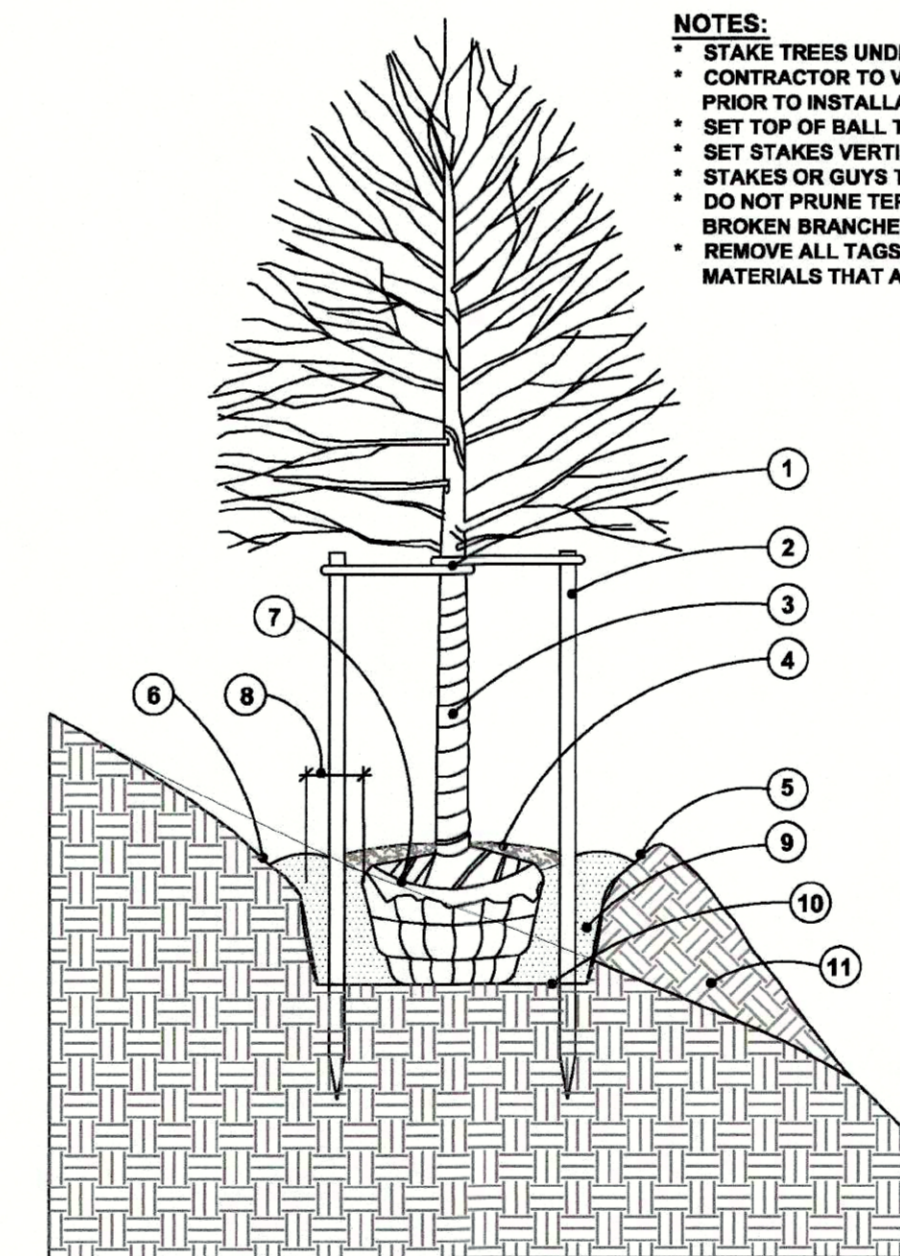
1. Required landscape material shall satisfy the criteria of the American Association of Nurserymen Standards for Nursery Stock and be: a. Nursery grown; b. State Department of Agriculture inspected; c. No. 1 grade material with a straight, unscarred trunk, and well-developed uniform crown (park grade trees will not be accepted); d. Staked, wrapped, watered, and mulched according to the details provided; and e. Guaranteed for one (1) year.
2. Topsoil shall be friable, fertile soil of clayloam character containing at least five percent (5%) but not more than twenty percent (20%) by weight of organic matter with a pH range between 6.0 and 7.0. The topsoil shall be free from clay lumps, coarse sand, plant roots, sticks, and other foreign materials.
3. The seed mixture shall consist of the following types and proportions: Kentucky Blue Grass blend "Baron/Sheri/Adelphi" @ sixty percent (60%), Chewing Fescue @ twenty-five percent (25%), Creeping Red Fescue @ ten percent (10%), and Perennial Rye Grass @ five percent (5%). Weed content shall not exceed one percent (1%). The mix shall be applied at a rate of 200 pounds per acre.
4. Sod shall be two (2) year old "Baron/Sheri/Adelphi" Kentucky Blue Grass blend grown in a sod nursery on loam soil.
5. Callery Pear (*Pyrus calleryana*) and Norway Maple (*Acer platanoides*) shall not be substituted for any tree species in the plant list. Contact the Landscape Architect for acceptable plant substitutions.

GENERAL

1. Do not plant deciduous or evergreen trees directly over utility lines or under overhead wires. Maintain a six foot (6') distance from the centerline of utilities and twenty feet (20') from the centerline of overhead wires for planting holes. Call MISS DIG forty-eight (48) hours prior to landscape construction for field location of utility lines.
2. The Contractor agrees to guarantee all plant material for a period of one (1) year. At that time, the Owner's representative reserves the right for a final inspection. Plant material with twenty-five percent (25%) die back, as determined by the Owner's representative shall be replaced. This guarantee includes the furnishing of new plants, labor, and materials. These new plants shall also be guaranteed for a period of one (1) year.
3. The work shall consist of providing all necessary materials, labor, equipment, tools, and supervision required for the completion as indicated on the drawings.
4. All landscape areas including landscape berms, detention pond, and parking lot islands shall be irrigated by an automatic underground irrigation system. Lawns and shrub/landscape areas shall be watered by separate zones to minimize overwatering.
5. All written dimensions override scale dimensions on the plans.
6. Report all changes, substitutions, or deletions to the Owner's representative.
7. All bidders must inspect the site and report any discrepancies to the Owner's representative.
8. All specifications are subject to change due to existing conditions.
9. The Owner's representative reserves the right to approve all plant material.
10. All ground mounted mechanical units shall be screened on three (3) sides with living plant material.

MAINTENANCE OF GENERAL LANDSCAPE AREAS

1. The Owner of the landscaping shall perpetually maintain such landscaping in good condition so as to present a healthy, neat, and orderly appearance, free from refuse and debris.
2. The Owner shall conduct a seasonal landscape maintenance program including regular lawn cutting (at least once per week during the growing season), pruning at appropriate times, watering, and snow removal during winter.
3. The Contractor is responsible for watering and maintenance of all seed areas until a minimum of ninety percent (90%) coverage, as determined by the Owner's representative.
4. All diseased and/or dead material shall be removed within sixty (60) days following notification and shall be replaced within the next appropriate planting season or within one (1) year, whichever comes first.
5. Any debris such as lawn clippings, fallen leaves, fallen limbs, and litter shall be removed from the site on a weekly basis at the appropriate season.
6. All planting beds shall be maintained by removing weeds, fertilizing, and replenishing mulch as needed.
7. Annual beds shall be kept free of weeds and mulched with sphagnum peat of a neutral pH as needed. Perennial beds shall be kept free of weeds and mulched with fine textured shredded bark as needed. Cut spent flower stalks from perennial plants at regular intervals.



NOTES:

- STAKE TREES UNDER FOUR INCH (4") CALIPER.
- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.
- SET TOP OF BALL THREE INCHES (3") ABOVE FINISH GRADE.
- SET STAKES VERTICAL & EVENLY SPACED.
- STAKES OR GUYS TO BE SECURED ABOVE THE FIRST BRANCH.
- DO NOT PRUNE TERMINAL LEADER. PRUNE ONLY DEAD OR BROKEN BRANCHES.
- REMOVE ALL TAGS, STRING, PLASTICS, AND OTHER MATERIALS THAT ARE UNSIGHTLY OR COULD CAUSE DAMAGE.

- 1 STAKE TREE JUST BELOW FIRST BRANCH USING TWO INCH TO THREE INCH (2"-3") WIDE BELT-LIKE MATERIAL OF NYLON, PLASTIC, OR OTHER ACCEPTABLE MATERIAL. (NO WIRE OR HOSE TO BE USED TO GUY TREES.) THREE (3) GUYS EVENLY SPACED PER TREE. REMOVE AFTER ONE (1) WINTER SEASON.
- 2 2 x 2 HARDWOOD STAKES. POSITION SIX INCHES TO EIGHT INCHES (6"-8") OUTSIDE OF ROOTBALL AND EXTEND EIGHTEEN INCHES (18") BELOW TREE PIT INTO UNDISTURBED SOIL.
- 3 APPLY TREE WRAP AND SECURE WITH A BIODEGRADABLE MATERIAL AT TOP AND BOTTOM. REMOVE AFTER ONE (1) WINTER.
- 4 SHREDDED BARK MULCH OF A NATURAL COLOR AT FOUR INCH (4") MINIMUM DEPTH. LEAVE A THREE INCH (3") CIRCLE OF BARE SOIL AT THE BASE OF THE TREE.
- 5 MOUND TO FORM TREE SAUCER.
- 6 FINISH GRADE SLOPED AWAY FROM TREE.
- 7 CUT AND REMOVE WIRE, BURLAP, AND BINDINGS FROM THE TOP ONE-THIRD (1/3) OF THE ROOTBALL.
- 8 WIDTH OF ROOTBALL ON EACH SIDE.
- 9 PLANTING MIX SHALL BE AMENDED PER SITE CONDITIONS AND PLANT REQUIREMENTS.
- 10 SCARIFY BOTTOM AND SIDES OF PLANTING PIT TO FOUR INCH (4") DEPTH.
- 11 SOIL EXCAVATED FROM TREE PIT COMPACTED TO NINETY-FIVE PERCENT (95%).

TREE PLANTING ON A SLOPE DETAIL

not to scale

DEVELOPER
INFINITY HOMES
42400 GRAND RIVER AVE.
NOVI, MICHIGAN 48375
(248) 449-8074

LANDSCAPE PLAN
(THE FAIRWAYS AT GATEWAY PDA)
"THE BLUFFS AT GATEWAY"
PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 3 S.,
R. 9 E., CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN

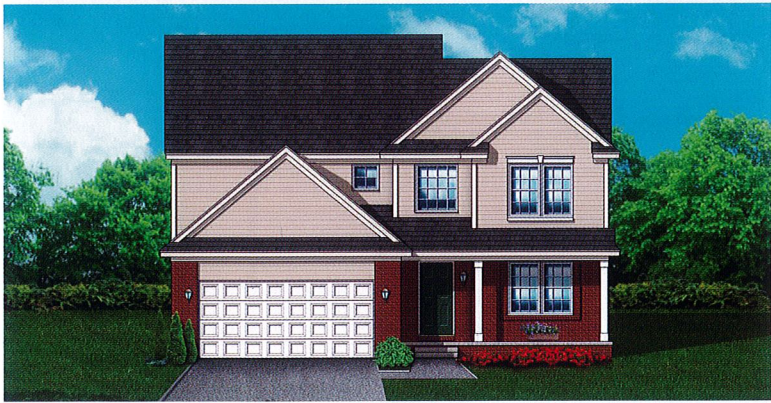
ARPEE/DONNAN, INC.
LAND SURVEYING • ENGINEERING • MAPPING
32233 SCHOOLCRAFT ROAD, SUITE 103
LIVONIA, MICHIGAN 48150
PHONE (734) 953-3335 FAX (734) 953-3324

DATE 01/05/26	REVISIONS
DRAFTED BY WRD	04/10/26
CHECKED BY WGD	
F.B.	
FILE:	
JOB # 18023	SH. LP-2

THE LARCH



Elevation C



Elevation B



Elevation A

INFINITY HOMES & CO

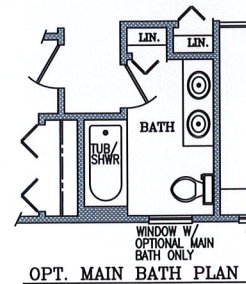
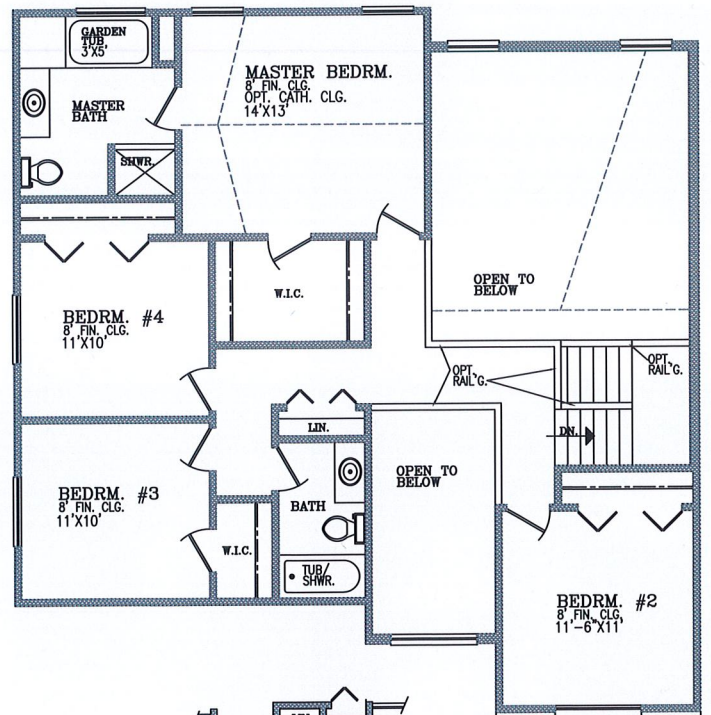
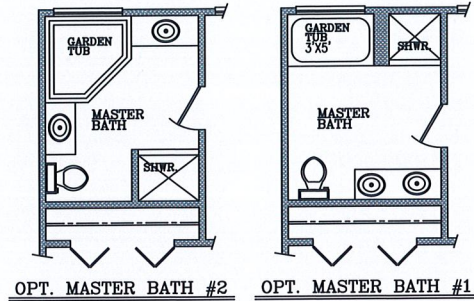
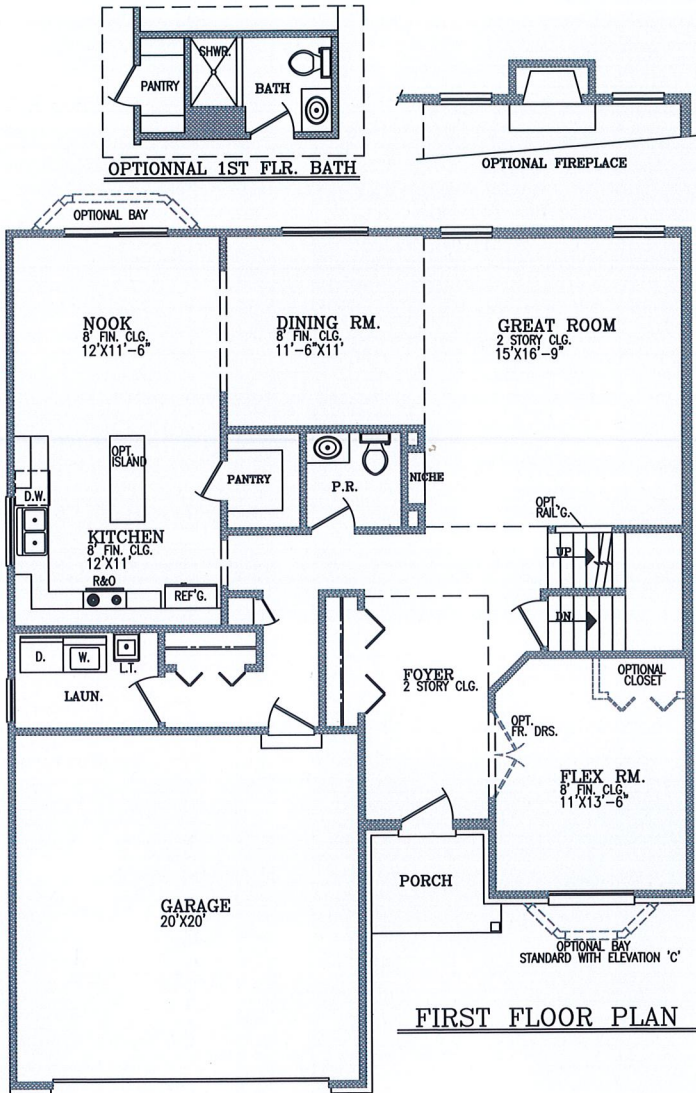
InfinityHomesCorp.com

42400 Grand River Ave. Suite 112 Novi, MI 48375

THE LARCH

The 2318 square foot Larch is a spacious, attractive colonial style home that includes 4 full bedrooms, 2-1/2 baths, a full basement and a 2 car attached garage. The dramatic 2 story foyer flows into to the 2-story great room with a balcony overlooking each area. The large kitchen allows for a walk-in pantry with a nook that opens into the dining room.

Optional master & main bath layouts are provided for larger wash areas.



THE TOWNSEND



Elevation C



Elevation B



Elevation A

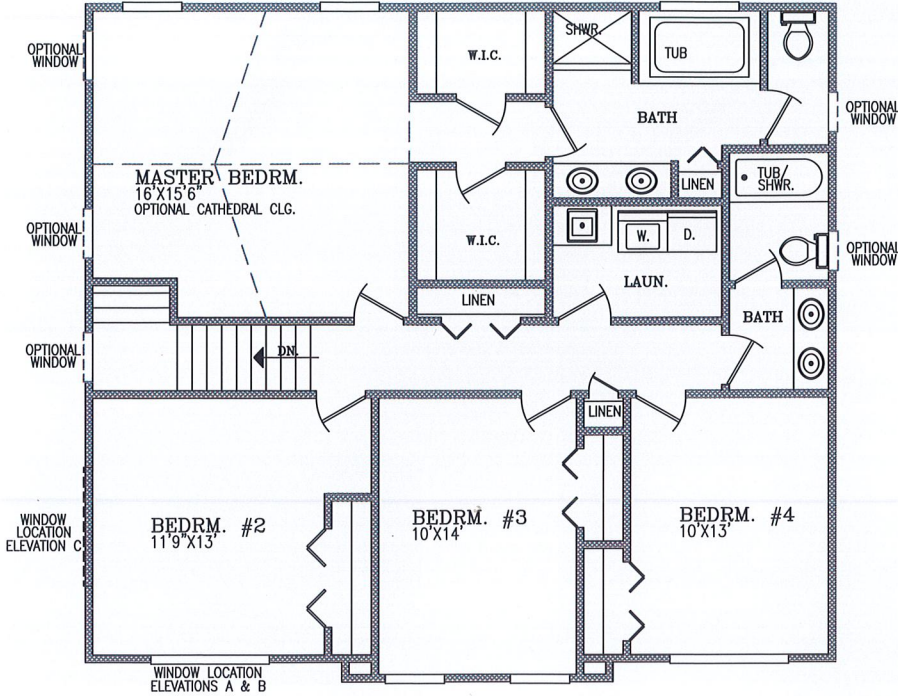
INFINITY HOMES & CO

InfinityHomesCorp.com

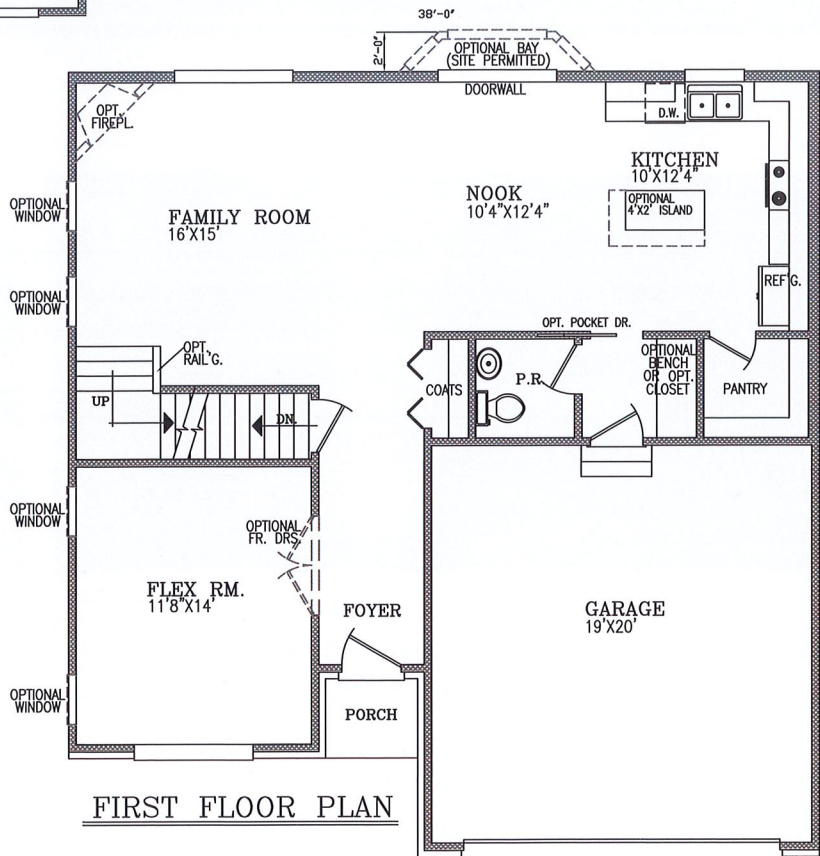
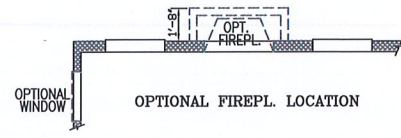
42400 Grand River Ave. Suite 112 Novi, MI 48375

THE TOWNSEND

The 2220 square foot versatile colonial model comes standard equipped with 4 bedrooms, 2 1/2 baths with a useful flex room. The home also comes standard with a full basement and a 2 car garage. This home has a popular open floor plan with a convenient 2nd floor laundry. The beautiful master suite boasts his and her closets with a separate soaking tub and shower.



SECOND FLOOR PLAN



FIRST FLOOR PLAN

THE TRAVERSE



Elevation C



Elevation B



Elevation A

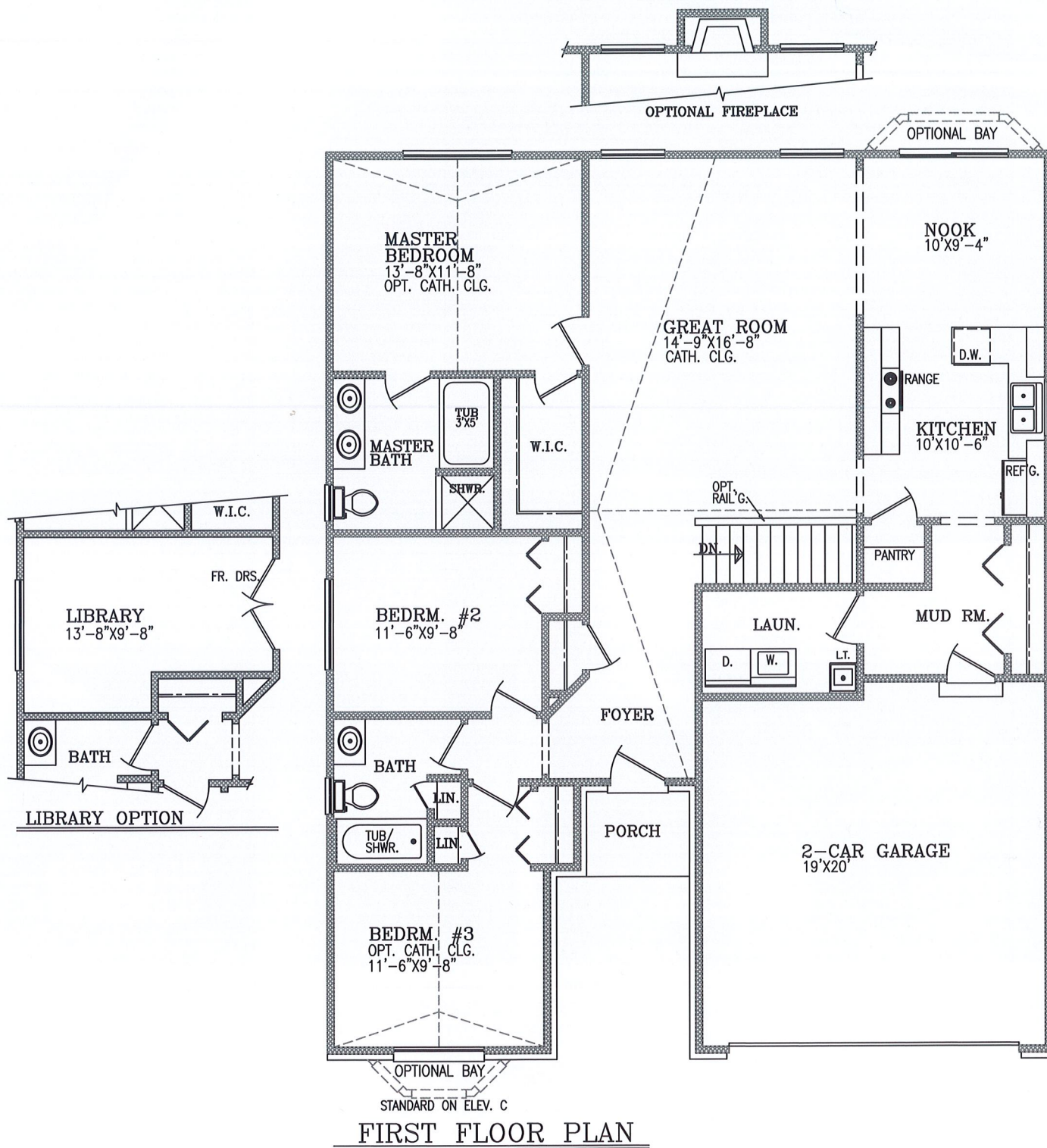
INFINITY HOMES & CO

InfinityHomesCorp.com

42400 Grand River Ave. Suite 112 Novi, MI 48375

THE TRAVERSE

The Traverse is a 1525 square foot, 3 bedroom, 2 full bath ranch style home. This model comes standard with a full basement and a 2 car attached garage. This spacious open floor plan provides for an optional library in place of bedroom 2, along with a vaulted ceiling at the foyer & great room entrance.



THE ENCLAVE



Elevation C



Elevation B



Elevation A

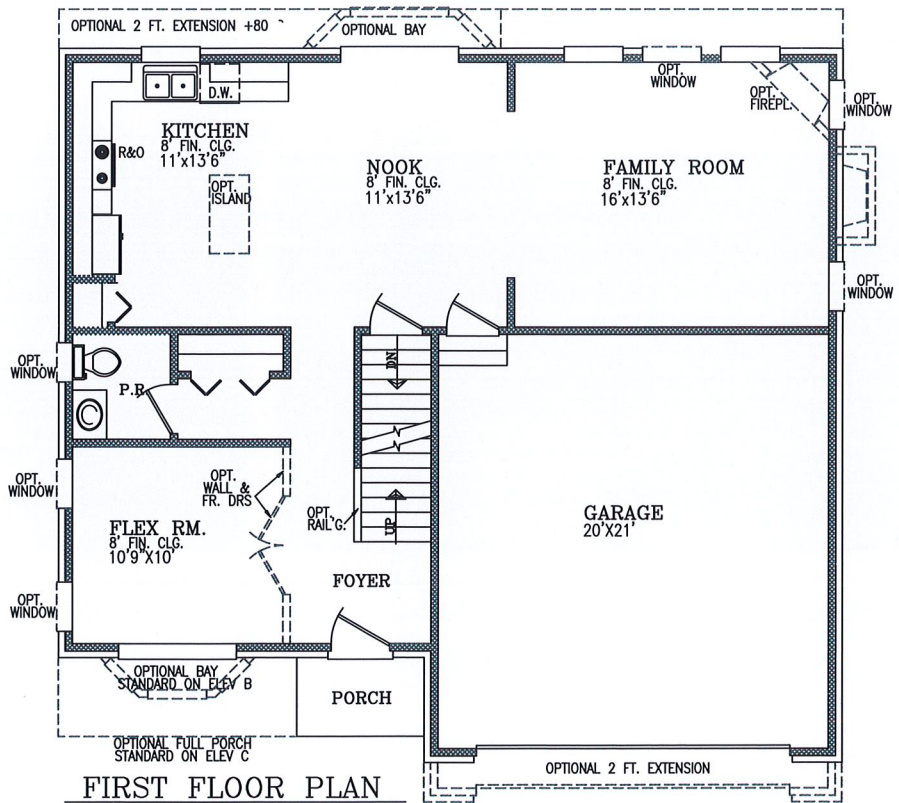
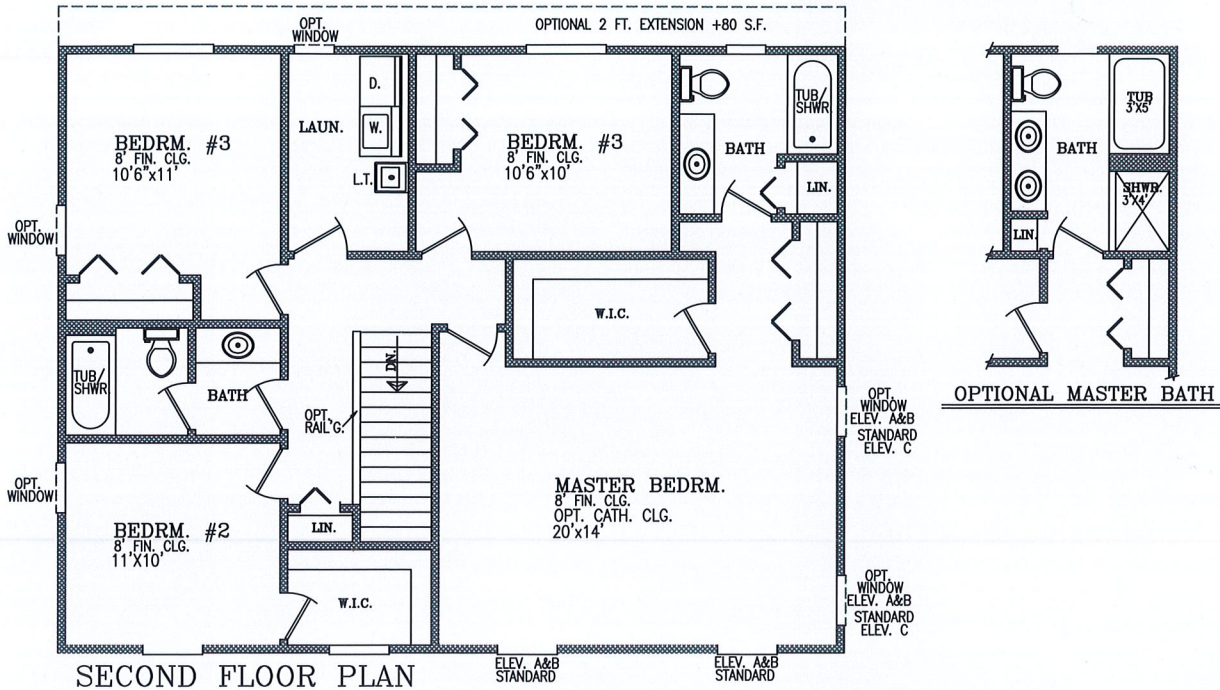
INFINITY HOMES & CO

InfinityHomesCorp.com

42400 Grand River Ave. Suite 112 Novi, MI 48375

THE ENCLAVE

The 2023 square foot Enclave offers a spacious floor plan for the growing family that is looking for some additional space. The home offers 4 full bedrooms and 2-1/2 baths and also features a large master suite with generous closet space.



THE ENCLAVE II



Elevation A



Elevation B



Elevation C

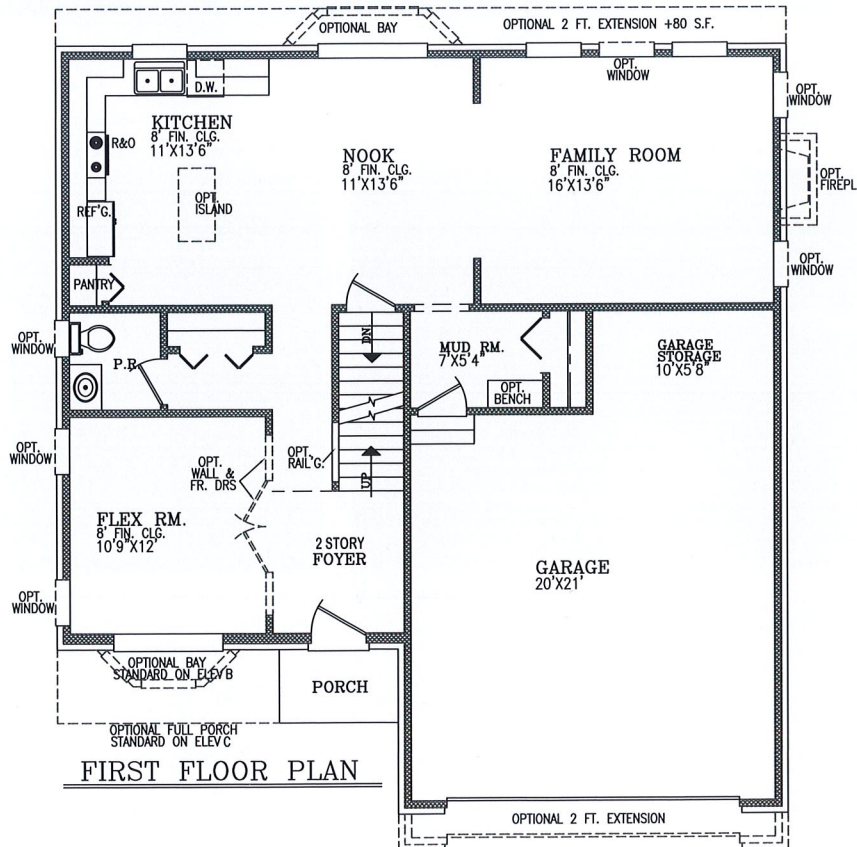
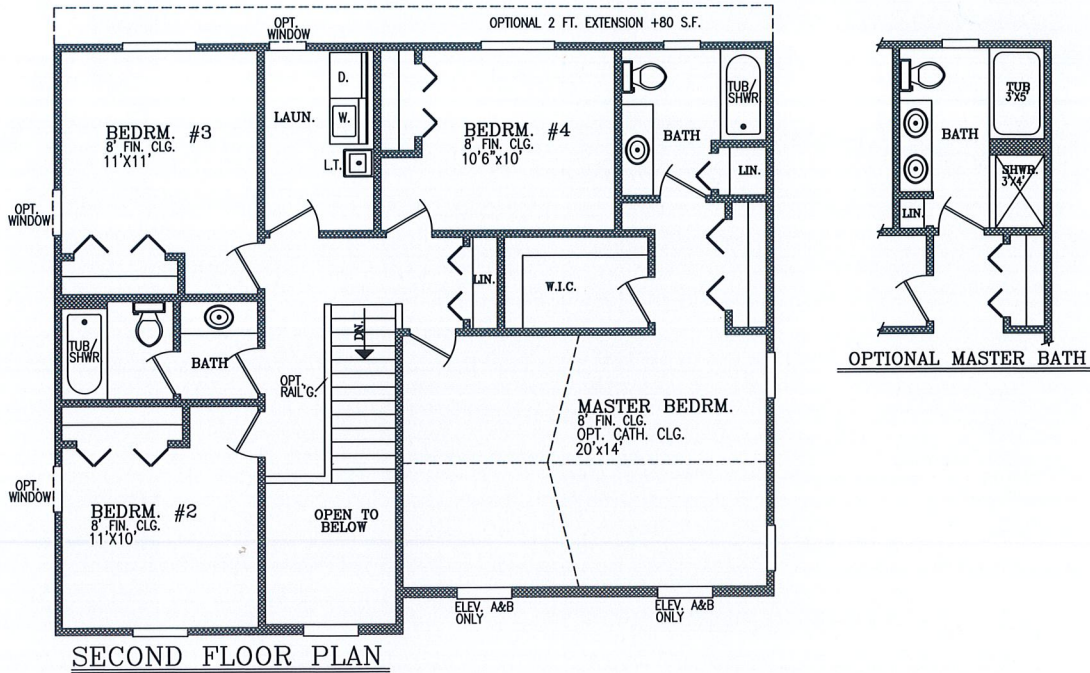
INFINITY HOMES & CO

InfinityHomesCorp.com

42400 Grand River Ave. Suite 112 Novi, MI 48375

THE ENCLAVE II

The enhanced version of our popular Enclave model provides for 2111 square feet, 4 bedrooms and 2-1/2 baths, full basement and a 2 car attached garage. The enhanced plan includes a dramatic 2 story foyer, large mud room off the garage in addition to all of the custom plan features the Enclave allows.



THE COLUMBIA



Elevation C



Elevation B



Elevation A

INFINITY HOMES & CO

InfinityHomesCorp.com

42400 Grand River Ave. Suite 112 Novi, MI 48375

THE OAKHURST



Elevation C



Elevation B



Elevation A

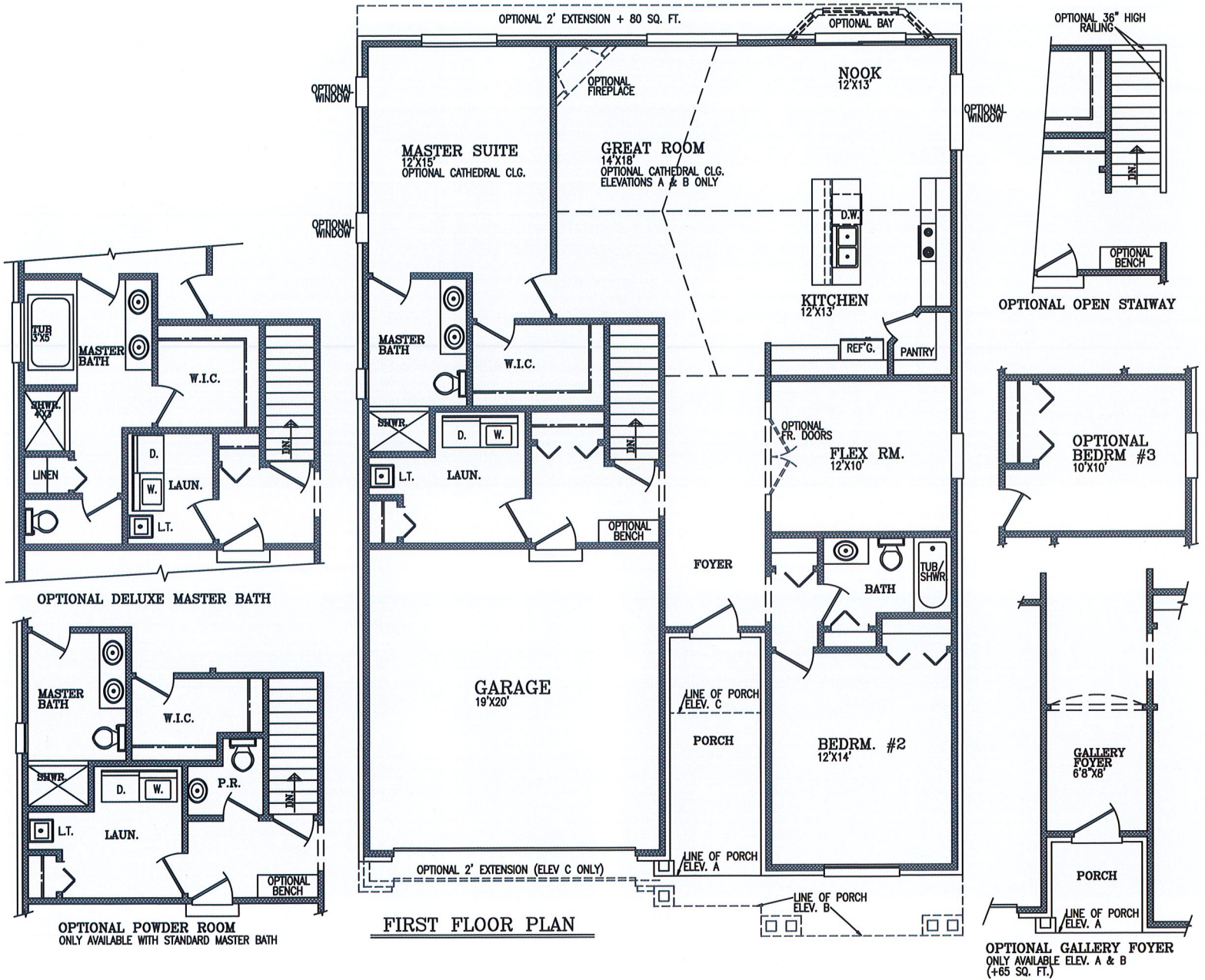
INFINITY HOMES & CO

InfinityHomesCorp.com

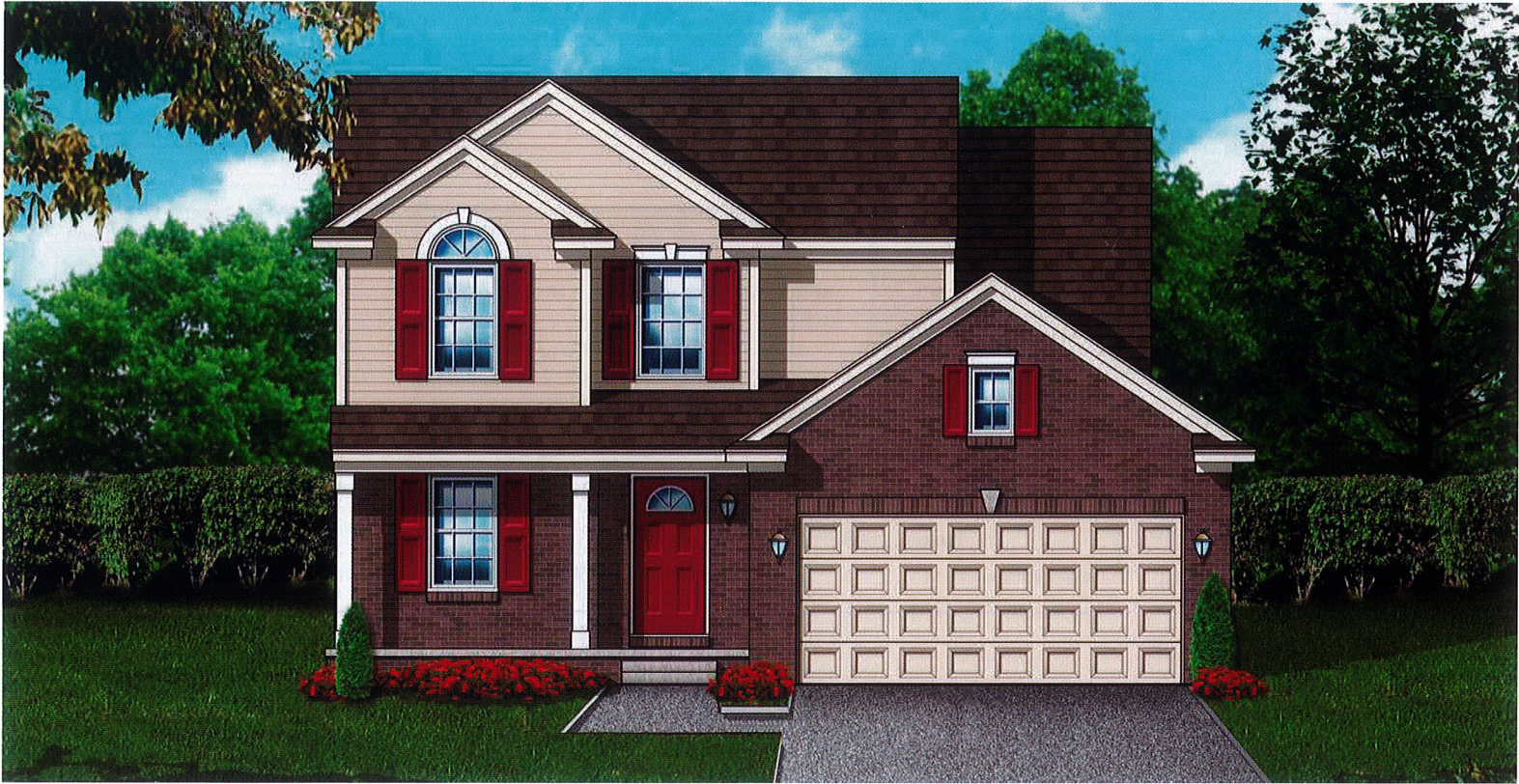
42400 Grand River Ave. Suite 112 Novi, MI 48375

THE OAKHURST

The Oakhurst, our 1688 square foot ranch model allows for a standard two bedroom home with a flex room that can be converted into a third bedroom. This open contemporary layout offers a number of floor plan options which allows for customization and flexibility.



THE NANTUCKET



Elevation C



Elevation B



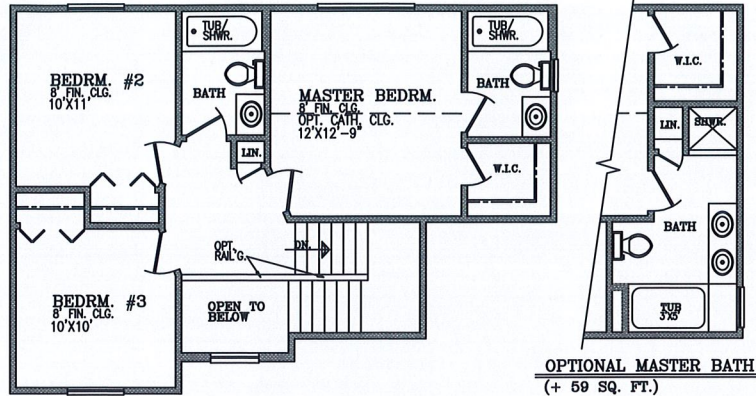
Elevation A

INFINITY HOMES & CO
InfinityHomesCorp.com

42400 Grand River Ave. Suite 112 Novi, MI 48375

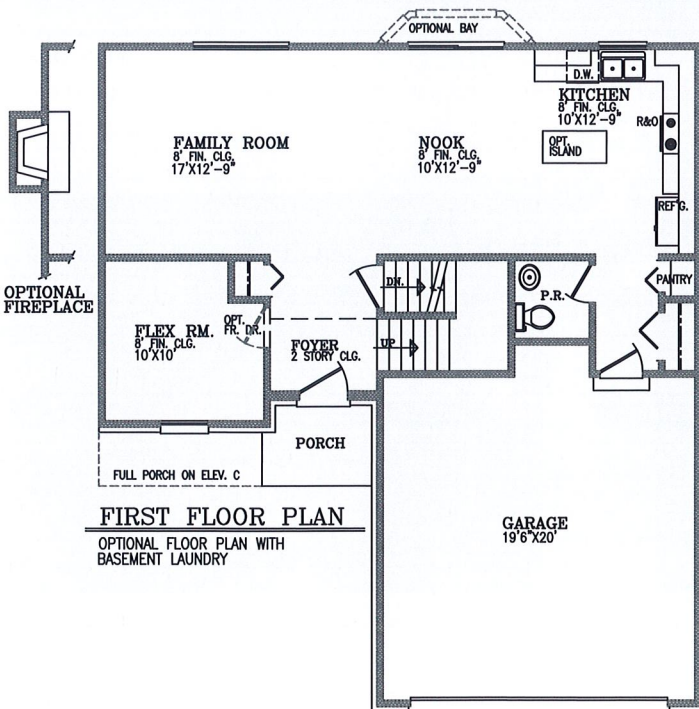
THE NANTUCKET

The Nantucket is a well-designed 1504 square foot colonial model that includes 3 bedrooms, 2 full baths with an open first floor plan, a full basement & a 2 car attached garage. The plan has some flexibility for a larger laundry room with a wash tub and an oversized master suite that has an optional master bath layout with a separate shower & soaking tub.



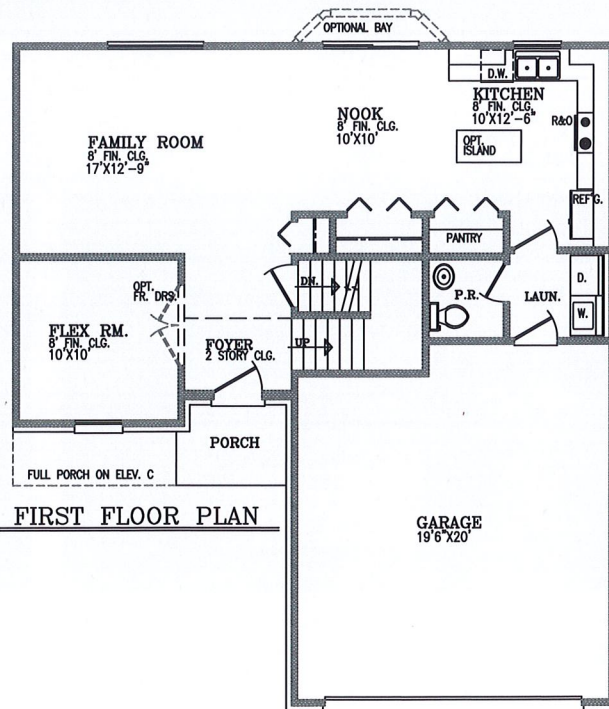
SECOND FLOOR PLAN

OPTIONAL MASTER BATH
(+ 59 SQ. FT.)



FIRST FLOOR PLAN

OPTIONAL FLOOR PLAN WITH
BASEMENT LAUNDRY



FIRST FLOOR PLAN

GARAGE
19'6"x20'

OPTIONAL LAUNDRY

THE PENINSULA

Three Bedroom Elevations Below



Elevation A

Four Bedroom Elevations Below



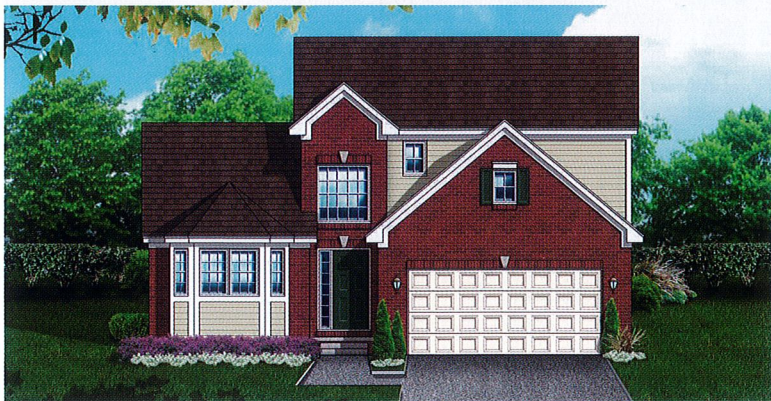
Elevation A



Elevation B



Elevation B



Elevation C



Elevation C

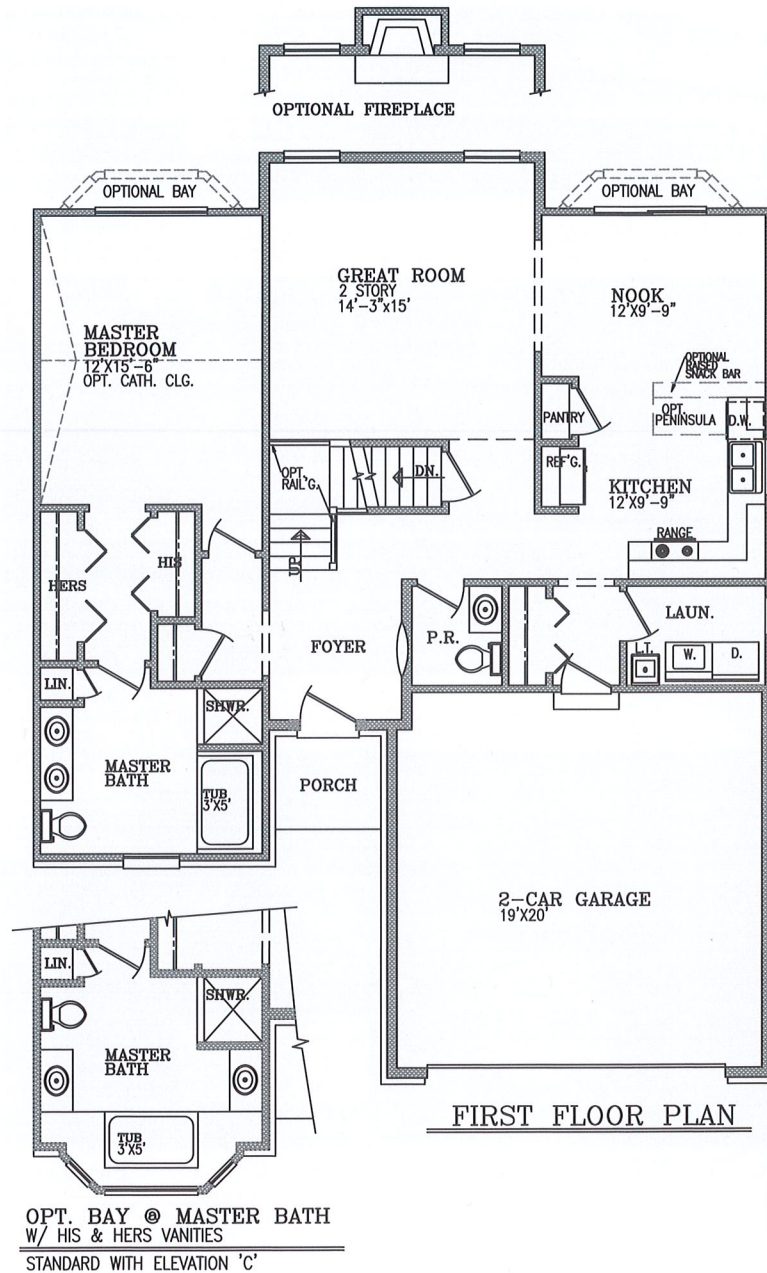
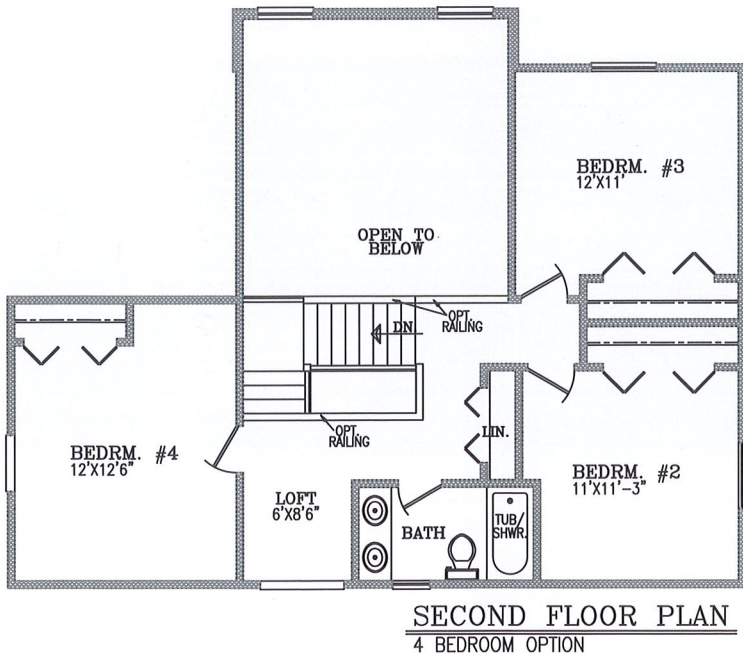
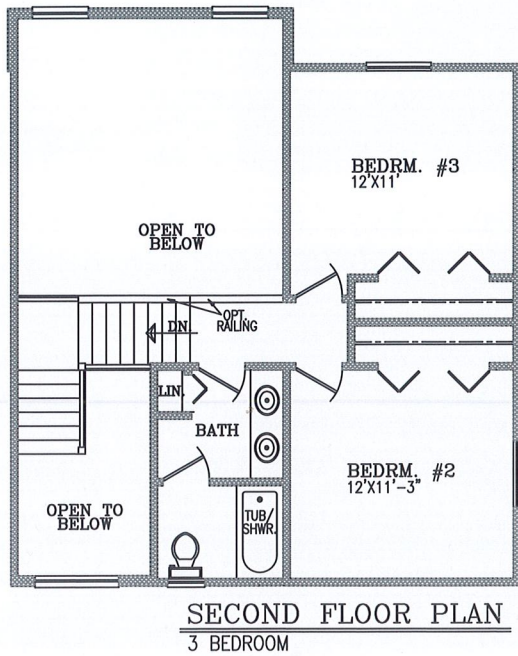
INFINITY HOMES & CO

InfinityHomesCorp.com

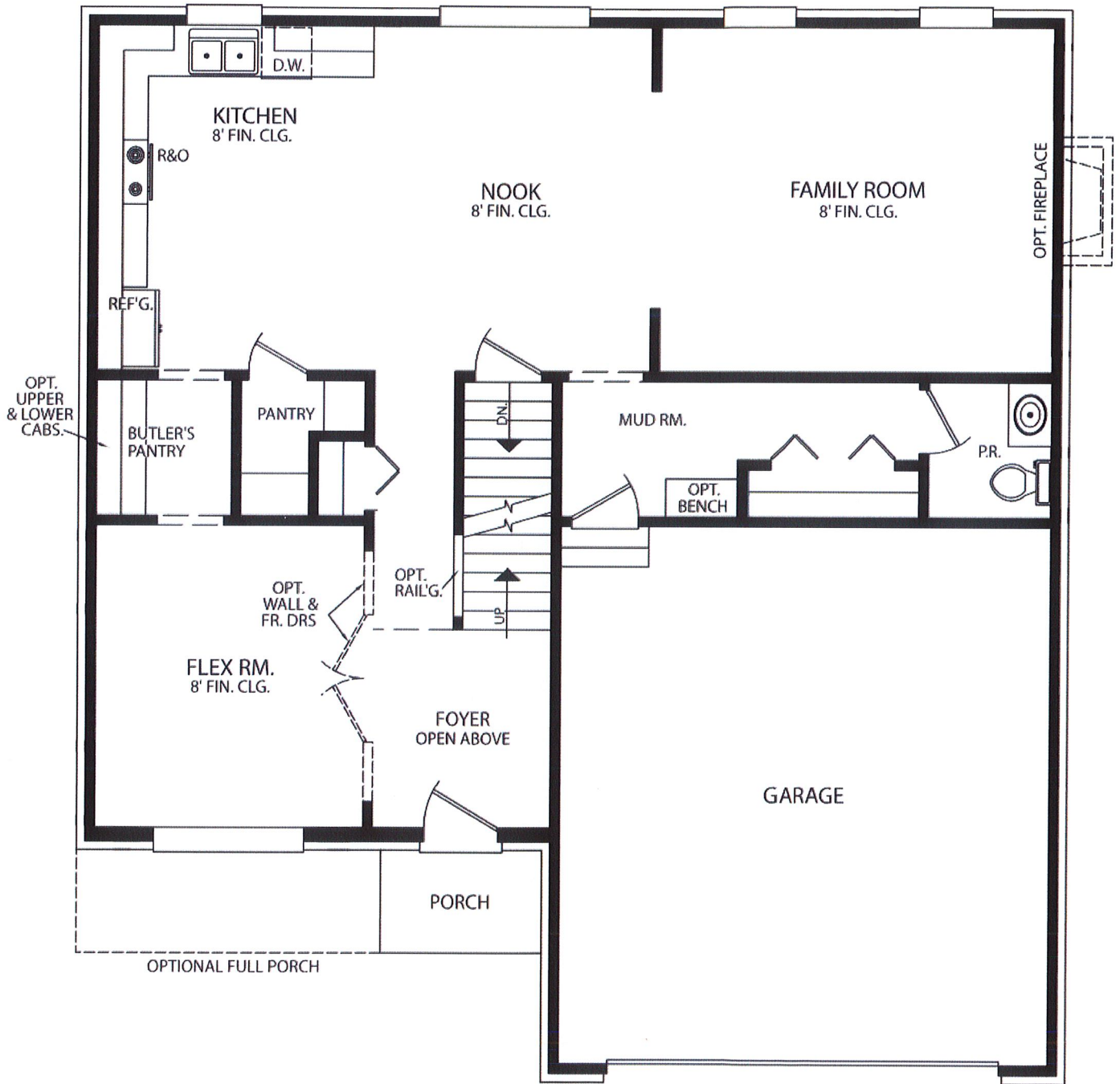
42400 Grand River Ave. Suite 112 Novi, MI 48375

THE PENINSULA

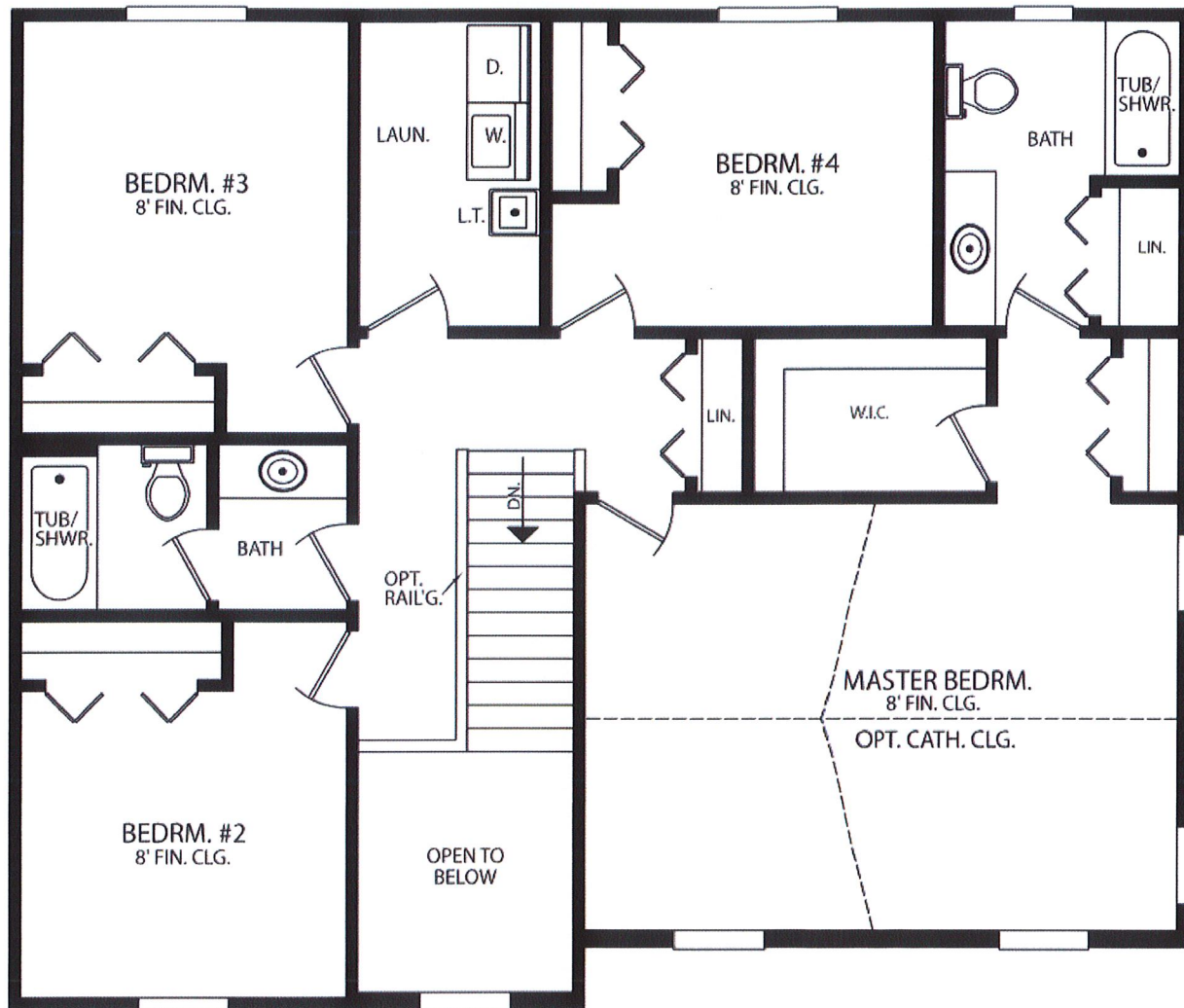
The Peninsula, our 1735 square first floor master bedroom cape cod model of the community, is a 3 bedroom, 2 bath model with a full basement and 2 car attached garage. The entry provides a dramatic 2-story foyer & great room that opens up into the nook/kitchen area. The master suite provides for his/her closets with an option for separate his/her vanities. The plan also allows for an optional 4 bedroom option with an open loft that increases the home size to 1995 square feet.







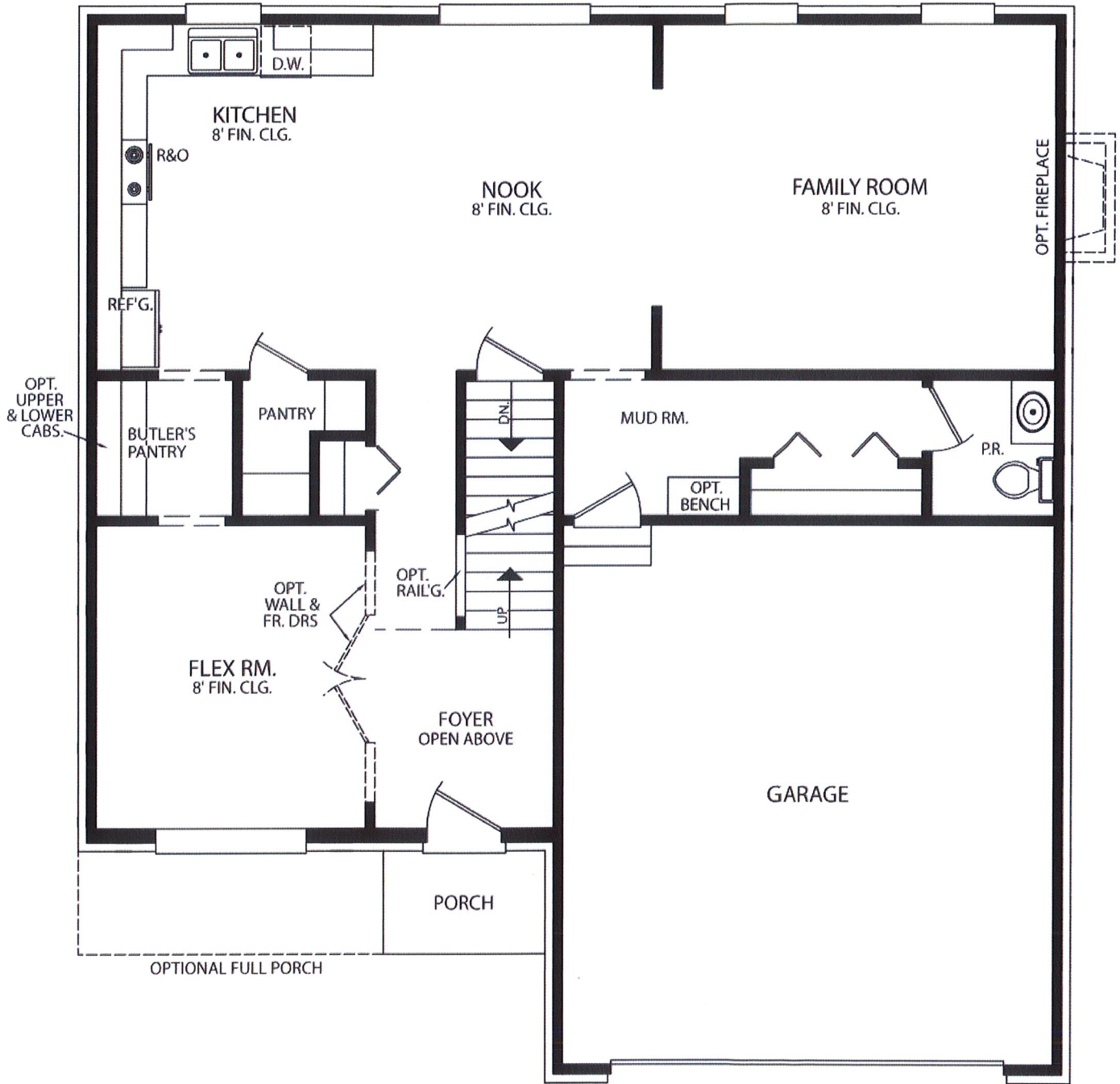
The following options are available but not selected : First Floor 2' Extension, First Floor Windows, 2' Garage Extension, Island at Kitchen, Bay Window(s), Second Floor 2' Extension, Second Floor Windows, Opt. Master Bath



The following options are available but not selected : First Floor 2' Extension, First Floor Windows, 2' Garage Extension, Island at Kitchen, Bay Window(s), Second Floor 2' Extension, Second Floor Windows, Opt. Master Bath

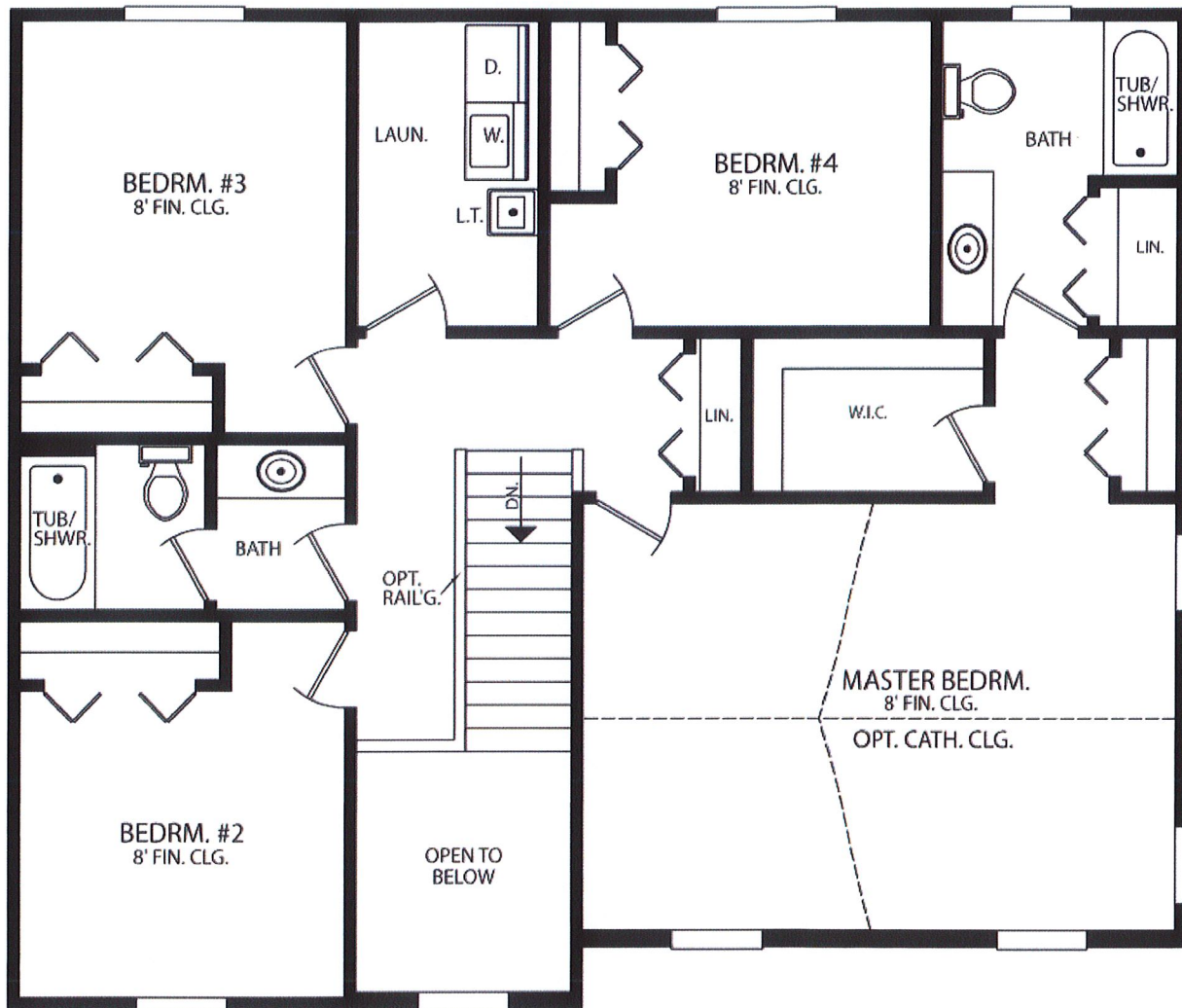
Infinity Homes & Co reserves its right to change floorplan specifications, prices, financing terms and availability without prior notice and may vary by neighborhood, lot location and home series.





The following options are available but not selected : First Floor 2' Extension, First Floor Windows, 2' Garage Extension, Island at Kitchen, Bay Window(s), Second Floor 2' Extension, Second Floor Windows, Opt. Master Bath

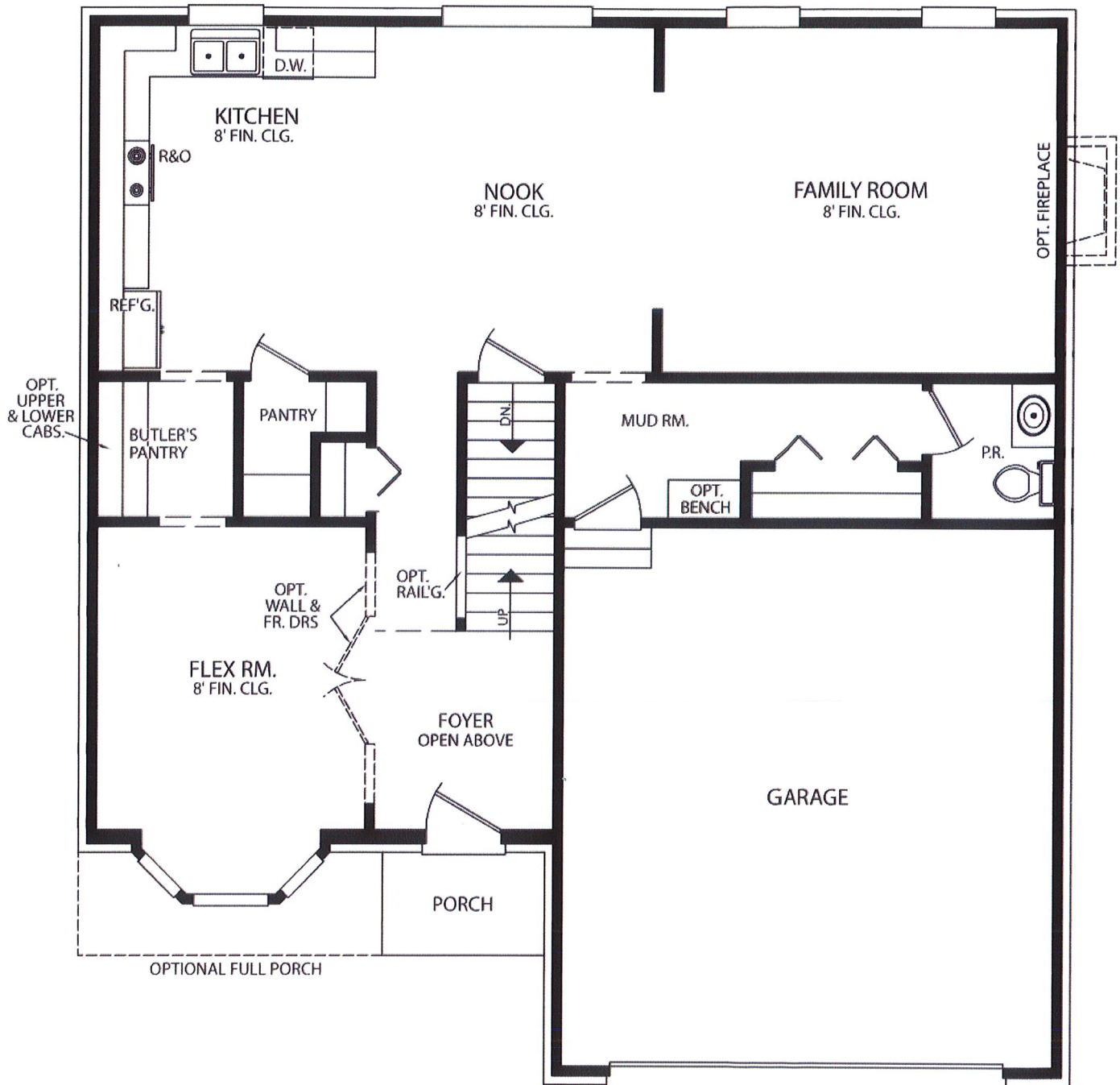
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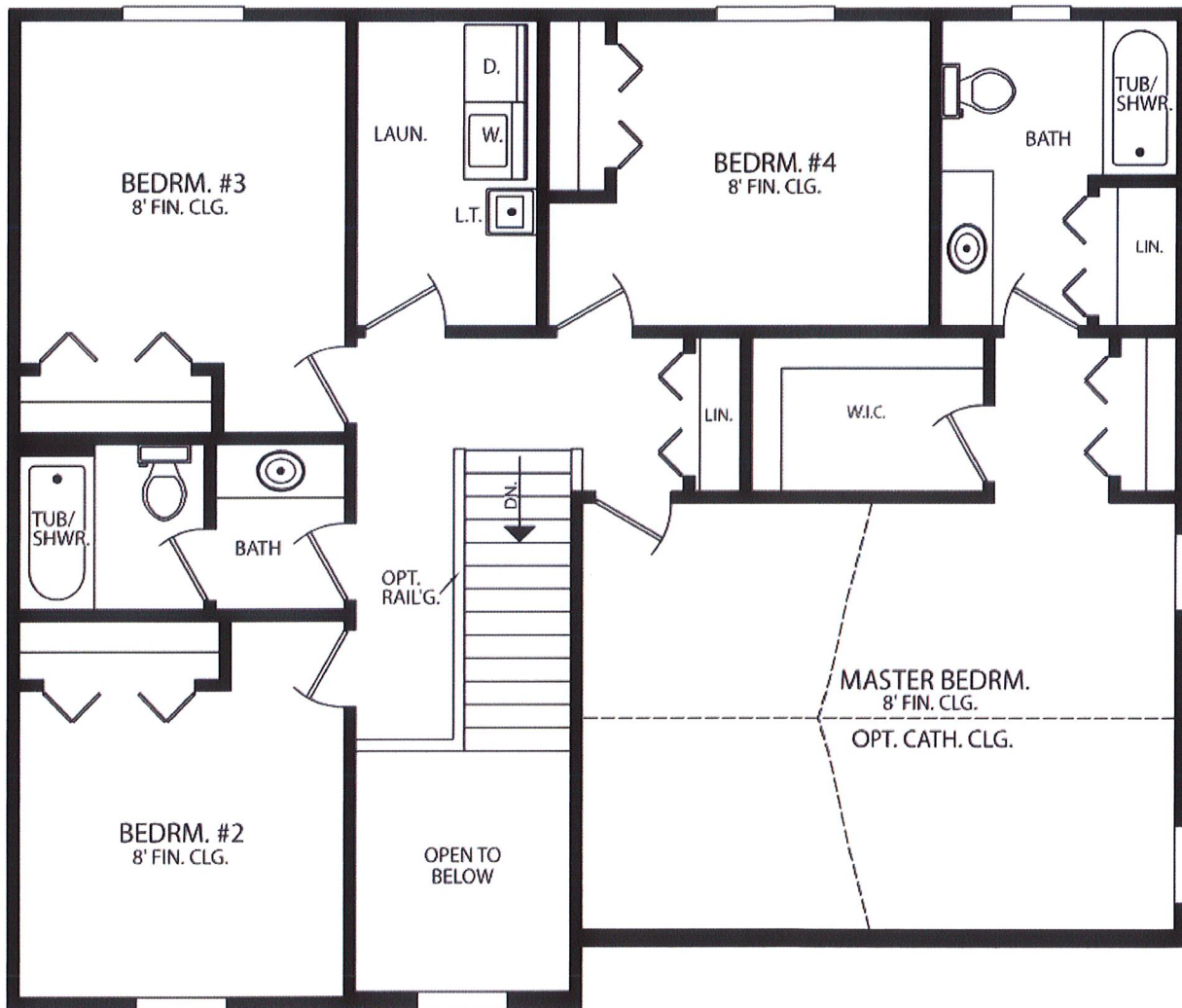
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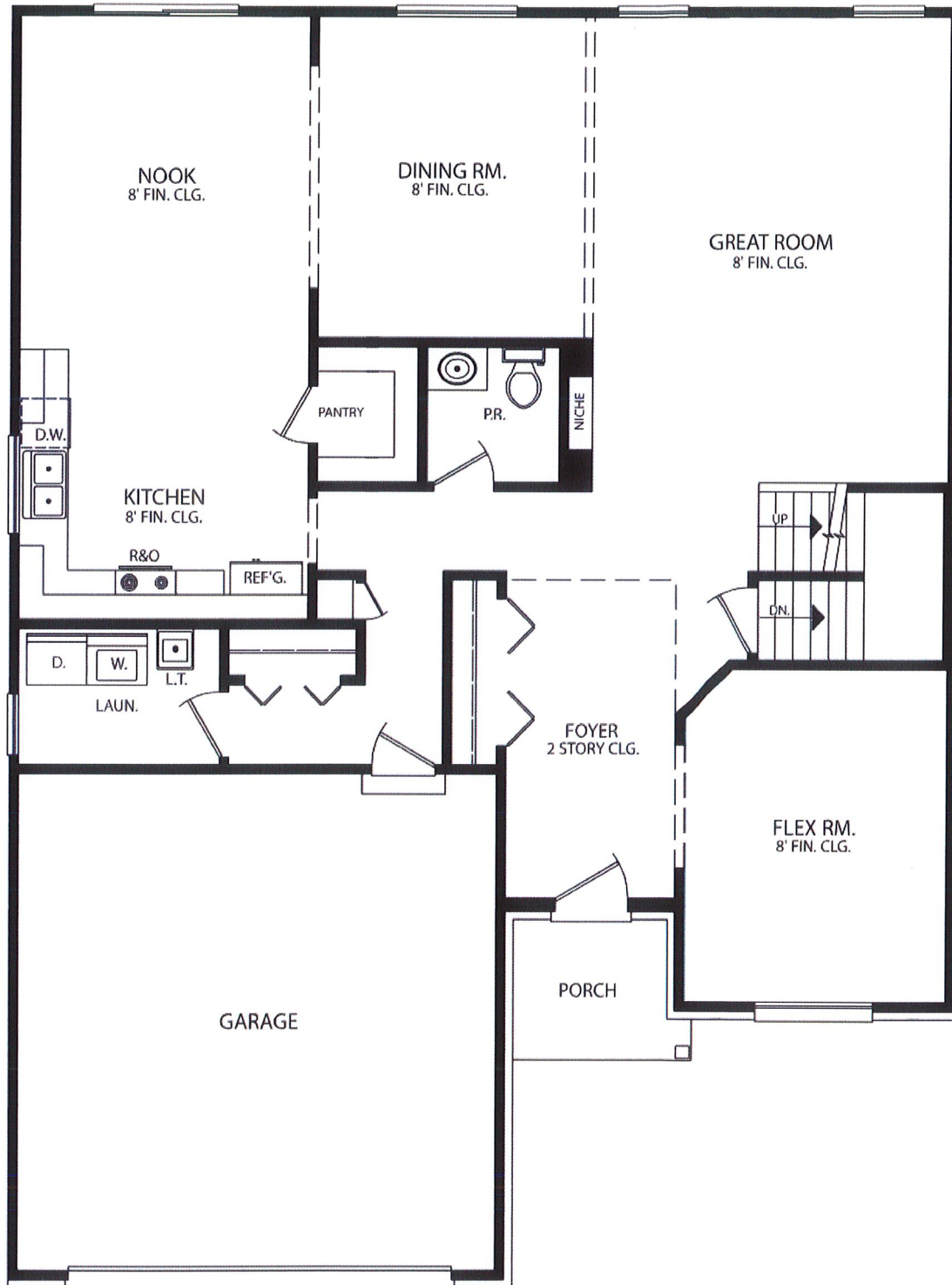


The following options are available but not selected : First Floor 2' Extension, First Floor Windows, 2' Garage Extension, Island at Kitchen, Bay Window(s), Second Floor 2' Extension, Second Floor Windows, Opt. Master Bath

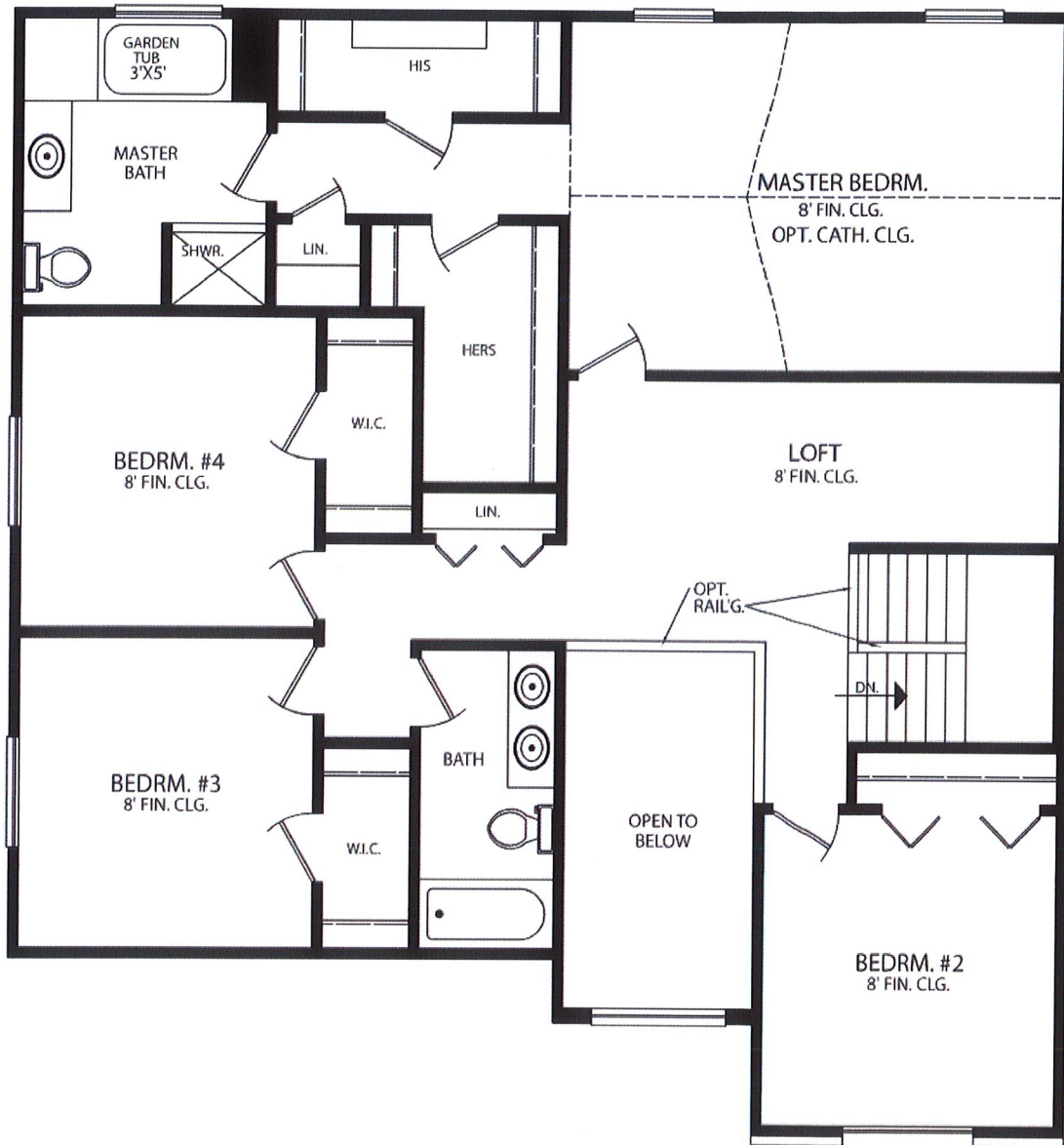


The following options are available but not selected : First Floor 2' Extension, First Floor Windows, 2' Garage Extension, Island at Kitchen, Bay Window(s), Second Floor 2' Extension, Second Floor Windows, Opt. Master Bath



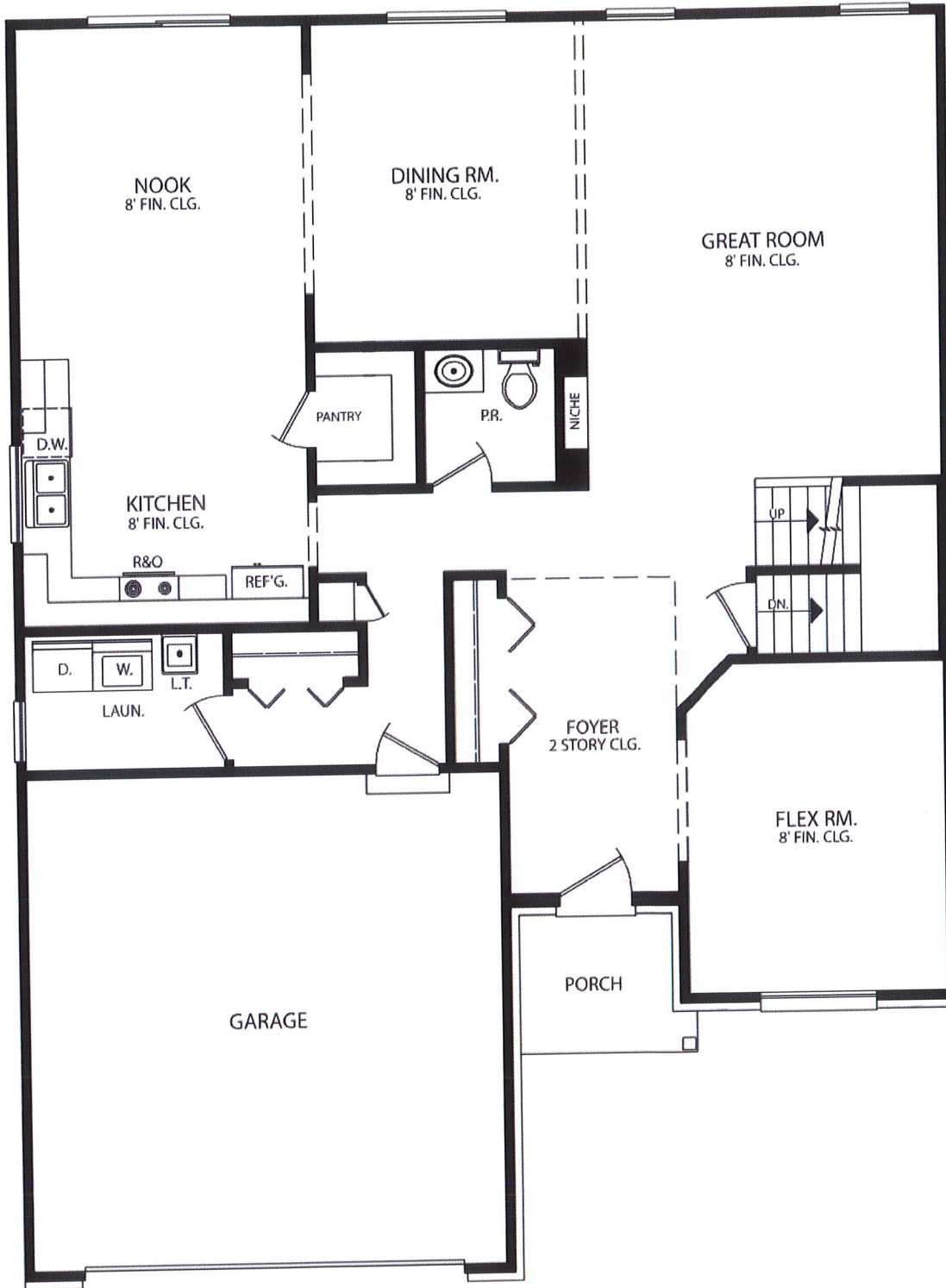


The following options are available but not selected : Opt. Flex Room, Fireplace at Great Room, Island at Kitchen, Bay Window(s), Bath, Opt. Master Bath 1, Opt. Master Bath 2



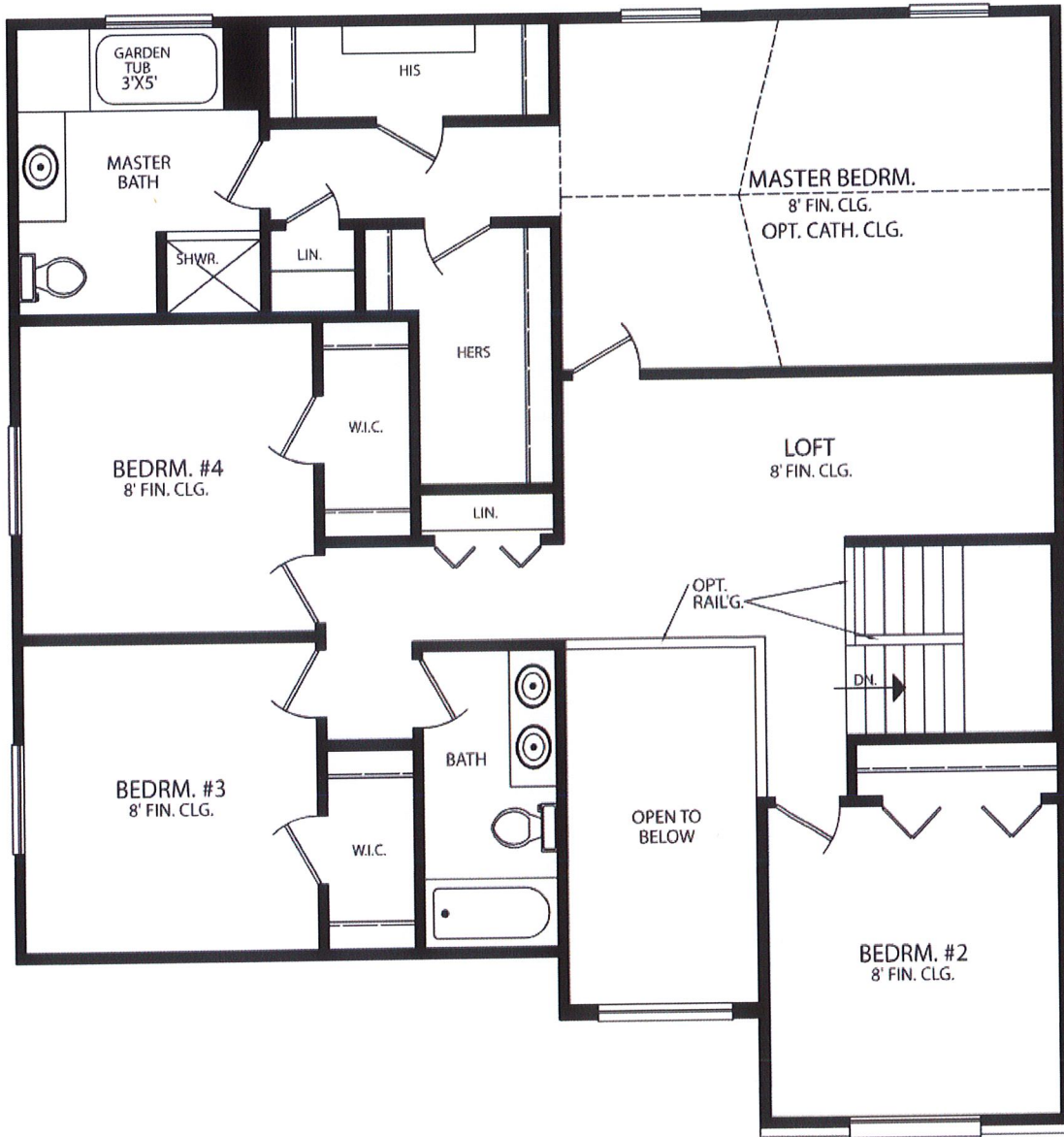
The following options are available but not selected : Opt. Flex Room, Fireplace at Great Room, Island at Kitchen, Bay Window(s), Bath, Opt. Master Bath 1, Opt. Master Bath 2





The following options are available but not selected : Opt. Flex Room, Fireplace at Great Room, Island at Kitchen, Bay Window(s), Bath, Opt. Master Bath 1, Opt. Master Bath 2

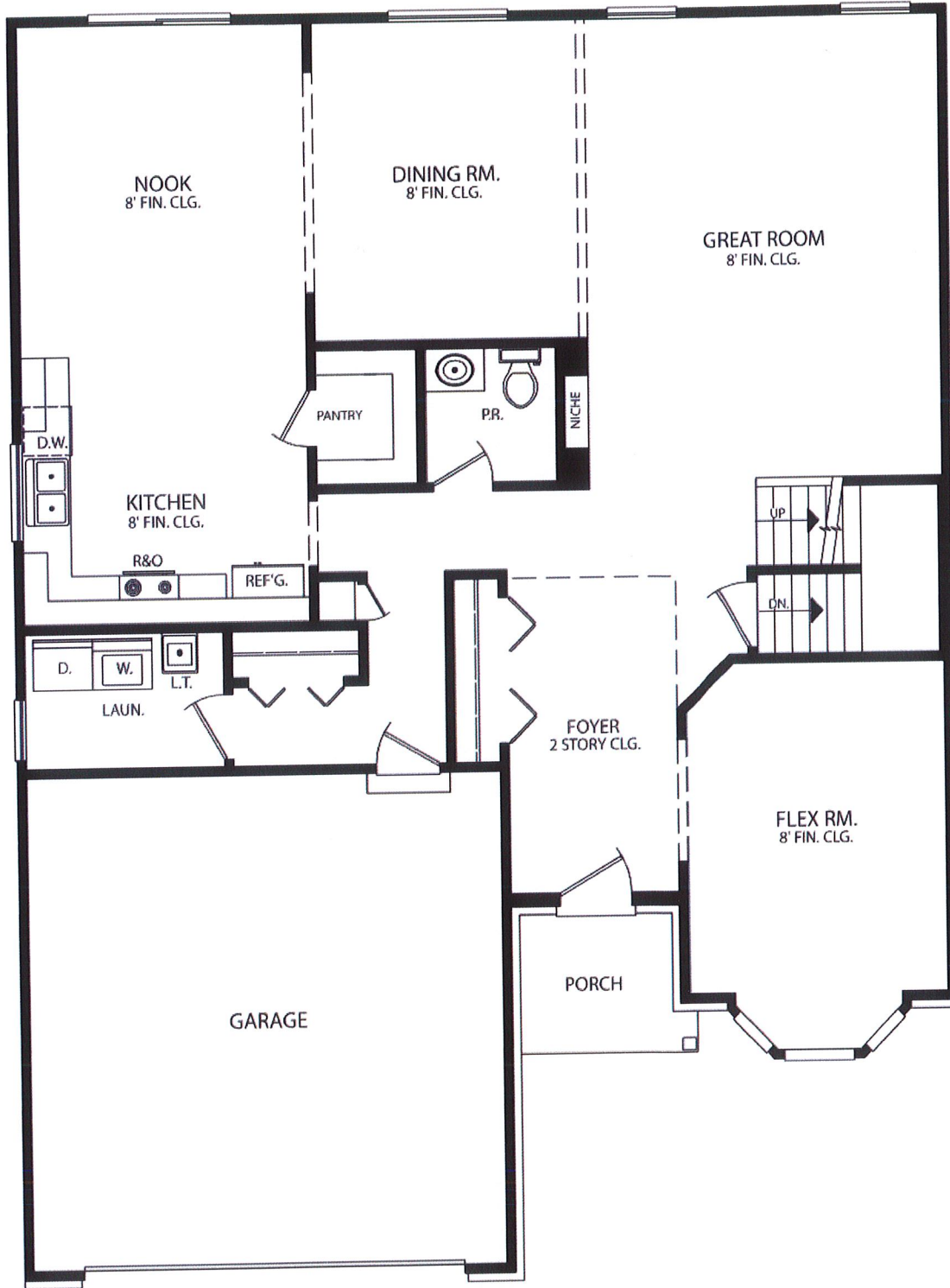
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The following options are available but not selected : Opt. Flex Room, Fireplace at Great Room, Island at Kitchen, Bay Window(s), Bath, Opt. Master Bath 1, Opt. Master Bath 2

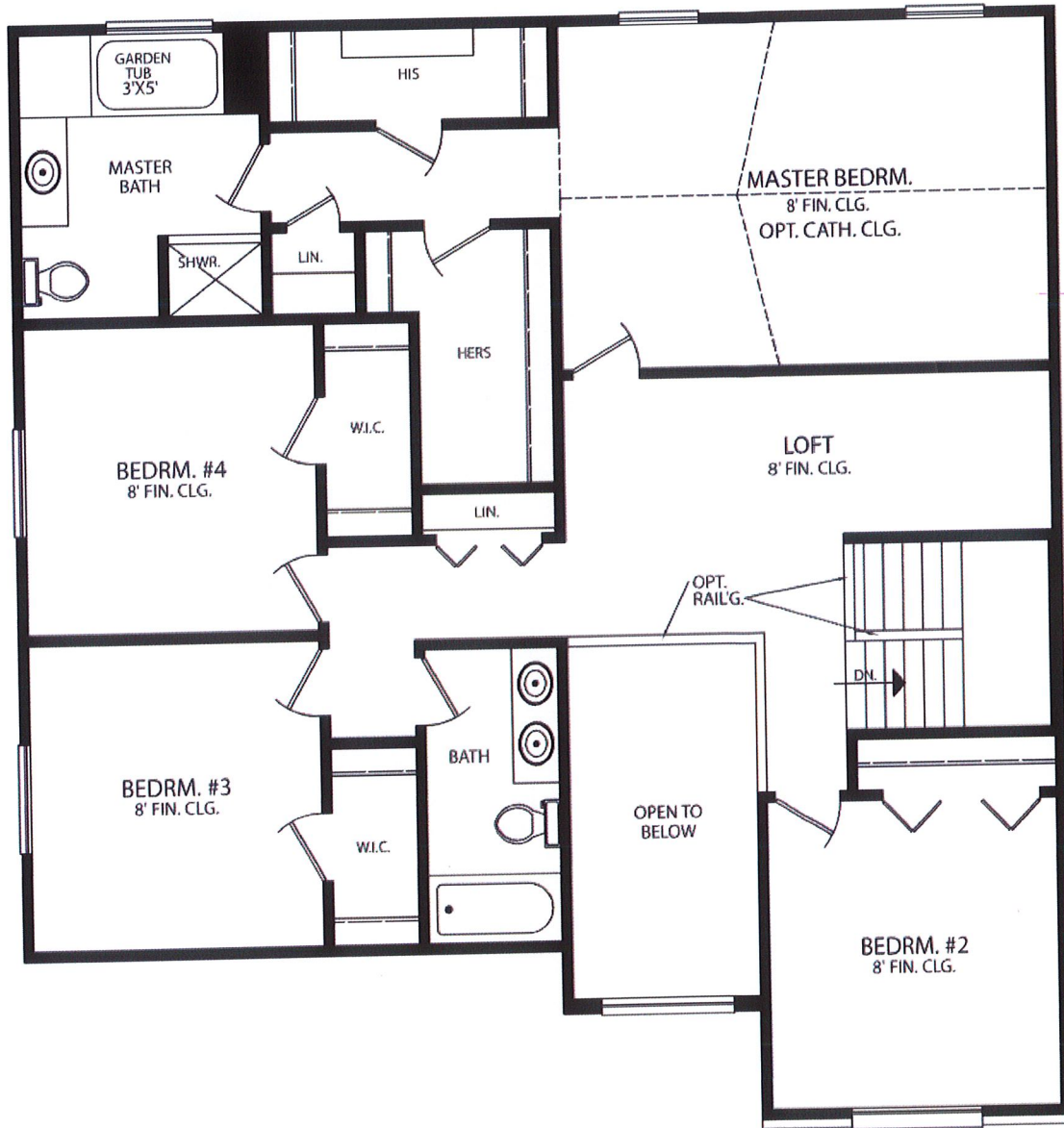
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City of Romulus

Petitioner

Council Meeting Held: **June 8, 2026**

Item No. **B.**

General Description: RZ-2024-001; SLU-2024-002; SPR-2023-029; Pilot Travel Center

Resolution No. _____

<i>Moved by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Seconded by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

<i>Ayes:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Nays:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Abstain:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

**MOTION CARRIED
UNANIMOUSLY**

MOTION CARRIED

MOTION FAILED



PLANNING COMMISSION SUMMARY REPORT TO THE CITY COUNCIL
RZ-2024-001/SLU-2024-002/SPR-2023-029;
Pilot Travel Center

Issued by the City of Romulus Planning Department
12600 Wayne Road, Romulus MI 48174 Phone: (734) 955-4530 www.romulusgov.com

MEETING DATE: June 1, 2026

SUBJECT: RZ-2024-001; and
SLU-2024-002/SPR-2023-029;
Pilot Travel Center
Site Plan Dated 11/7/24

LOCATION: 10250 Vining Road (#80-064-99-0002-700/064-99-0001-000)
25.53 acres

REQUEST: **Conditional Rezoning** from M-2, General Industrial to M-T, Industrial Transportation and **Special Land Use approval** for a Truck Stop

SITE INFORMATION & REQUEST

The subject property is comprised of two (2) separate parcels totaling 25.53 acres found at 10250 Vining Road. The site is triangular in shape and is bounded by Vining Road to the east and the Norfolk Southern Railway to the north, Goddard Road to the south and Vining Road to the east. While currently vacant, two decades ago it was utilized as the City’s DPW facility.

The project area includes 19.96 acres of property to be leased by Pilot; 5.57 acres at the southern tip will remain vacant. Since the subject project site is zoned M-2 General Industrial, the applicant is requesting a conditional rezoning to M-T, Industrial Transportation to accommodate a travel center (truck stop).



PROJECT DESCRIPTION

The applicant proposes a new travel center on the west side of Vining Road south of I-94 Freeway. As defined as a “truck stop” in the Zoning Ordinance, the development will consist of a 14,160 SF building that includes a convenience store, drive-through fast food restaurant (Wendy’s), services for truckers (driver’s lounge, showers, laundry), 8 truck fueling lanes, 6 gas fueling positions, 8 EV charging stations, truck scale, and parking for 150 trucks and 81 passenger vehicles. While a Southern Tire Mart was initially proposed for tire and lube services for trucks, this use has been removed and the area will be utilized for additional truck storage.

BACKGROUND

The Planning Commission held public hearings on September 16, 2024, November 18th, and on December 16, 2024 took the following actions:

CONDITIONAL REZONING

MOTION by McAnally, support by Glotfelty, that based on the finding of facts that were read into the record by Director of Building and Planning Kemp, to recommend to City Council approval of the **Conditional Rezoning** request for RZ-2024-001; Pilot Travel Center to rezone 25.53 acres located at 10250 Vining Road subject to:*

- 1. Conditional Rezoning Agreement (CRA) dated September 9, 2024 to be amended through administrative review, based on the comments made by the Commissioners, and*
- 2. Special land use approval; and*
- 3. Site plan approval subject to a revised site plan addressing all outstanding comments as noted by the Planning Commission and other agencies and departments (ARC Committee).*

Roll Call Vote: Ayes – McAnally, Glotfelty, Frederick, Crova, Freitag. Nays – Long, Roscoe, Talon-Jemison. Motion passed 5-3.

***The findings as read into the record are as follows:**

1. The applicant proposes a conditional rezoning from M-2 General Industrial to M-T Industrial Transportation to allow for a truck stop.
2. The subject site is currently vacant land that was used by the City of Romulus as a public works facility. The surrounding properties are zoned and used for high intensity industrial purposes and airport related uses including the Norfolk southern railroad that borders the norther edge of the subject site. While not an industrial use, a truck stop in this location would be well buffered by high intensity land uses that would have minimal impacts to residential uses.
3. To help address the issue of spot zoning the applicant has provided a draft “Conditional Rezoning Agreement” that limits the use of the site based on the rezoning agreement and site plan, thus limiting possible inconsistencies with adjacent properties.
4. While the Future Land Use Map is not in compliance with the proposed rezoning, the proposed travel center (truck stop) use has similar impacts as those described in the text of the Master Plan’s General Industrial designation. Further, the applicant is limiting the use of the site based on the rezoning agreement and site plan.
5. Based on the site plan provided as a part of the proposed conditional rezoning we find that while the site is to be mass graded, existing wetlands on site as well as existing trees in association with those wetlands will be preserved. We do not find that this development would

have any additional environmental impacts than a similar development proposed under the existing zoning designation.

6. Through a Conditional Rezoning Agreement, the applicant is proposing to limit the use of the site based on the rezoning agreement and site plan.
7. The applicant must address conditions of the TIS to the satisfaction of the City Engineer.
8. The applicant indicates that this development will draw truck traffic from other parts of the City to a concentrated location.

SPECIAL LAND USE

*MOTION by McAnally, support by Glotfelty, that based on the finding of facts** that were read into the record by Director of Building and Planning Kemp, to recommend to City Council approval of the **Special Land Use** request for SLU-2024-002; Pilot Travel Center subject to:*

1. *City Council approval of the Conditional Rezoning and associated Conditional Rezoning Agreement dated September 9, 2024, to be amended;*
2. *Waivers from the following:*
 - a. *Section 11.07(b)(5): Truck Stop Access Drives to allow 2 driveways;*
 - b. *Section 11.07(b)(5): Truck Stop Access Drives to allow the south driveway to be wider than 30' (61' proposed) conditioned up the driveway then being narrowed as recommended by OHM;*
 - c. *Section 13.04(g): Sidewalk and Non-Motorized Pathways to allow payment in lieu of construction of approximately 875' of sidewalk along the northern portion of Vining Road in the amount of \$65,625 (minus the estimate of the offsite improvements at Goddard Road as reviewed and approved by the City Engineer) in return for the applicant's installation of pedestrian facilities up to a crossing at Goddard Road and connecting to the site; and*
 - d. *Section 13.02(c): Greenbelt Landscaping Adjacent to Street Frontage to waive 3'-4' berm along the northern portion of Vining Road due to the County Drain.*
3. *Site plan approval subject to a revised site plan addressing all outstanding comments as noted by the Planning Commission and other agencies and departments.*

Roll Call Vote: Ayes – McAnally, Glotfelty, Frederick, Crova, Frederick, Freitag. Nays – Long, Roscoe, Talon-Jemison . Motion passed 5-3.

****The findings as read into the record are as follows:**

1. While the Master Plan's future land use map is not in conformance with a Truck Stop Use, the text of the General Industrial designation would seem to support a more intensive Truck Stop type use.
2. A draft Conditional Rezoning Agreement has been provided that limits some of the more intensive uses that are permitted by right in the M-T Zoning District that will help maintain the intent of the Zoning Ordinance.
3. With regard to adjacent land uses we (CWA) believe the site as planned will be compatible with the adjacent uses based on new information provided by the applicant with respect to emissions and noise.
4. The applicant has provided a Traffic Impact Study. The study indicates that the proposed Truck Stop will have only minimal impacts on the Level of Service (LOS) of the adjacent roadways.

5. The applicant's updated narrative outlines the other adjacent industrial uses and existing intensity of use, indicating the subject use will be no more impactful than those existing uses. The subject site is found within a rather intensive industrial area including Metro Airport.
6. The site is to be served by City water and sanitation services.

SITE PLAN

*MOTION by McAnally, support by Frederick, that based on the findings in the ARC (Administrative Review Committee) reports, the Planning Commission recommends approval of the **Site Plan** for SPR-2023-029; Pilot Travel Center, subject to the following:*

1. *Approval of the Conditional Rezoning and associated Conditional Rezoning Agreement (CRA) by City Council, to be amended through administrative review, based on the comments made by the Commissioners;*
2. *Approval of the Special Land Use for a Truck Stop by City Council;*
3. *Special land use waivers as approved by the Planning Commission;*
4. *A revised site plan being submitted for administrative review of all outstanding items of the Planning Commission and other agencies and departments prior to review by the City Council.*

A revised site plan was submitted on March 3, 2026 for review by ARC. The following are conditions of approval:

1. Conditional rezoning and special land use approval by City Council;
2. Waivers from the following:
 - a. *Section 11.07(b)(5): Truck Stop Access Drives* to allow 2 driveways;
 - b. *Section 11.07(b)(5): Truck Stop Access Drives* to allow the south driveway to be wider than 30' (61' proposed) conditioned up the driveway then being narrowed as recommended by OHM;
 - c. *Section 13.04(g): Sidewalk and Non-Motorized Pathways* to allow payment in lieu of construction of approximately 875' of sidewalk along the northern portion of Vining Road in the amount of \$65,625 (minus the estimate of the offsite improvements at Goddard Road as reviewed and approved by the City Engineer) in return for the applicant's installation of pedestrian facilities up to a crossing at Goddard Road and connecting to the site; and
 - d. *Section 13.02(c): Greenbelt Landscaping Adjacent to Street Frontage* to waive 3'-4' berm along the northern portion of Vining Road due to the County Drain.
3. A revised site plan being submitted for administrative review addressing all outstanding ARC comments

CITY COUNCIL INTRODUCTION AND FIRST READING

SUMMARY

The Conditional Rezoning and Special Land Use Applications with a draft associated Conditional Rezoning Agreement (CRA) and revised Site Plan have been reviewed by Carlisle Wortman Associates (CWA) the City's Planning Consultant; OHM, the City's Engineering, Traffic, Lighting and Architectural Consultant; the City Attorney (GMH); and City ARC committee (Administrative Review Committee consisting of Planning, Building, DPW, Assessing, Fire and Police departments). The following recommendations are as follows:

Conditional Rezoning and Conditional Rezoning Agreement

The Planning Department respectively recommends that the City Council concur with the Planning Commission's findings and approve the first reading of the conditional rezoning request for **RZ-2024-001; Pilot Travel Center** to rezone 25.53 acres located at 10250 Vining Road, from M-2, General Industrial to M-T, Industrial Transportation for the purpose of developing a truck stop, subject to:

3. Finalization and execution of the Conditional Rezoning Agreement by the City Attorney;
4. Special land use approval for a truck stop;
5. Revised site plan approval by ARC (Administrative Review Committee).

Special Land Use

The Planning Department respectively recommends that the City Council concur with the Planning Commission's findings and approve the **Special Land Use** request to allow a truck stop for **SLU-2024-002; Pilot Travel Center** subject to:

1. City Council approval of the Conditional Rezoning and associated Conditional Rezoning Agreement dated April 21, 2026 or as amended;
2. Waivers from the following:
 - a. *Section 11.07(b)(5): Truck Stop Access Drives* to allow 2 driveways;
 - b. *Section 11.07(b)(5): Truck Stop Access Drives* to allow the south driveway to be wider than 30' (61' proposed) conditioned up the driveway then being narrowed as recommended by OHM;
 - c. *Section 13.04(g): Sidewalk and Non-Motorized Pathways* to allow payment in lieu of construction of approximately 875' of sidewalk along the northern portion of Vining Road in the amount of \$65,625 (minus the estimate of the offsite improvements at Goddard Road as reviewed and approved by the City Engineer) in return for the applicant's installation of pedestrian facilities up to a crossing at Goddard Road and connecting to the site; and
 - d. *Section 13.02(c): Greenbelt Landscaping Adjacent to Street Frontage* to waive 3'-4' berm along the northern portion of Vining Road due to the County Drain.
3. Site plan approval subject to a revised site plan addressing all outstanding comments as noted by the Planning Commission and other agencies and departments.



Carol Maise, City Planner



City of Romulus Conditional Rezoning Application

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

planning@romulusgov.com

Project Name: Pilot Travel Center #1431 **Current Zoning:** M2 **Requested Zoning:** MT

Property Address: 10250 Vining Road Romulus, MI
Parcel ID#s: 80 064 99 0002 700; 80 064 99 0001 000
The property is located on the NORTH/SOUTH/EAST/**WEST** side of Vining Road Road; between Goddard Road and I-94 Road.
Total Gross Acres: +/- 25 acres
Existing Use of Property: Vacant

Project Information: This Section to be completed by City
Case Number: RZ-2024-001
Date Submitted: 2/2/2024
Planning Fee: \$800 **Escrow:** \$2,500 = **\$3,300**
Traffic Study Initial Review Fee (if applicable): **\$2,000**
Total Fee*: **\$5,300**
Public Hearing Date: _____
Public Hearing Publish Date: (_____)

Applicant Information:
Name: Pilot Travel Centers LLC - Kristi Snyder
Street: 5508 Lonas Road
City: Knoxville
State: TN **Zip:** 37909
Phone: () 865-230-2939
E-mail Address: kristi.snyder@pilottravelcenters.com

Property Owner Information:
Name: Ali Dagher
Street: 14207 Ford Road
City: Dearborn
State: MI **Zip:** 48126
Phone: (313) 846-1900
E-mail Address: adaher@dgdlegal.com

Project Description:
Existing Zoning: M2
Future Land Use Designation: General Industrial
Proposed Zoning: MT
Brief Description of Rezoning Proposal: Property needs to be rezoned to MT in order to support Pilot Travel Centers use as a Truck Stop. Current zoning does not include Truck Stops

Traffic Analysis:
• Is the project expected to have 50 or more peak hour directional trips per day? YES NO
• Is the project expected to have 500 or more vehicle trips per day? YES NO
If YES answered above a Traffic Impact Analysis Study consistent with Section 23.02 (3) must be submitted with application and the required review fee.

Attachment Checklist:

Application information per Section 23.02 and 23.06 of the Zoning Ordinance must be provided at the time of submittal. Ten (10) copies are required for initial administrative (ARC) review; additional/revise copies will be required for Planning Commission and City Council review

<input checked="" type="checkbox"/>	Signed and notarized rezoning application	<input checked="" type="checkbox"/>	Legal Description copied on plans for entire area of rezoning
<input checked="" type="checkbox"/>	Proof of ownership; statement of applicant's interest in subject property	<input checked="" type="checkbox"/>	Written description of environmental characteristics of the site prior to development and following development (may also use aerial photo of site to accompany written analysis)
<input checked="" type="checkbox"/>	Written Justification for Rezoning on plans or as written attachment	<input checked="" type="checkbox"/>	Site illustration of the maximum development permitted under current zoning
<input checked="" type="checkbox"/>	Site analysis plan or aerial photograph at a scale not less than 1"=100', illustrating existing conditions on the site and adjacent properties within 200 feet.	<input checked="" type="checkbox"/>	Conceptual plan at a scale not less than 1"=100', demonstrating that the site could be developed with representative uses permitted in proposed rezoning
<input checked="" type="checkbox"/>	Draft Conditional Zoning Agreement	<input checked="" type="checkbox"/>	Traffic Analysis if criteria met.

Applicant Acknowledgements: The applicant must acknowledge the following by initialing each statement.

- The applicant understands that the Planning Department shall schedule the Public Hearing date only after the application is found substantially complete and the proper sign and staking of the property is confirmed. KS **Applicant Initial**
- Applicant is required to obtain a **temporary sign permit** from the Building Department prior to placement of the sign on site. KS
- Applicant is required to submit a copy of the **temporary sign permit** to the Planning Department and notifying the Planning Department that the required sign has been installed and is ready for site inspection. KS **Applicant Initial**
- Applicant is required to remove **temporary sign** from property within three (3) days following the public hearing by the Planning Commission. KS **Applicant Initial**
- The applicant or the designated representative must be present at all meetings or the request may be tabled or no action taken due to lack of representation. KS **Applicant Initial**

Justification for Rezoning: Please address how the requested rezoning meets the following criteria:

1. *The requested rezoning is consistent with the goals, policies and Future Land Use Map of the City of Romulus Master Plan, including all applicable sub area and corridor studies. If conditions have changed since the Master Plan was adopted, explain how the requested rezoning is consistent with recent development trends in the area.*

See Attached Supplement

2. *Explain how development under the current zoning is impractical or less reasonable than the requested zoning or other zoning districts given factors such as demand v. supply, development trends, and other factors.*

See Attached Supplement

3. *Are the sites's physical, geological, hydrological, and other environmental features capable of accommodating the potential uses allowed in the proposed zoning district based on the proposed concept plan.*

See Attached Supplement

4. *Are all the potential uses allowed in the proposed zoning district compatible with surrounding uses and zoning in terms of land suitability, impacts on the environment, noise density, nature or use, traffic impacts, aesthetics, infrastructure, impact on ability to develop adjacent properties under existing zoning, and potential influence on property values.*

See Attached Supplement

5. *Are the capacities of the City infrastructure and services sufficient to accommodate the uses permitted in the requested district without compromising the "health, safety, and welfare" of the City.*

See Attached Supplement

6. *Explain the extent to which traffic impacts can be accommodated to maintain at least a level of service D by the existing road system or programmed improvement.*

See Attached Supplement

7. *Explain the apparent public demand for the types of uses permitted in the requested zoning district in the City in relation to the amount of land in the City currently zoned to accommodate the demand.*

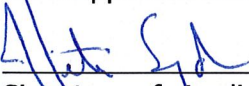

See Attached Supplement

8. *Explain how the requested rezoning is compatible with the basic intent and purpose of the Zoning Ordinance.*

See Attached Supplement

Affidavit of Petitioner:

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

<u>Kristi Snyder</u>	<u>1/25/24</u>	<u>Ali Dagher</u>	
Print Applicant Name	Date	Print Property Owners Name	Date
	<u>1/25/24</u>		<u>1/29/24</u>
Signature of Applicant	Date	Signature of Property Owner	Date

Notary for Applicant:

Subscribed and sworn before me, this 25 day of January 2024. A Notary Public in and for Knox County, Michigan. TN

Billy Suttell

(Signature)
Notary Public

My Commission expires 8-29, 2026.

Notary for Property Owner:

Subscribed and sworn before me, this 29 day of January 2024. A Notary Public in and for Wayne County, Michigan.

O'Connell/KhaFall

(Signature)
Notary Public

My Commission expires Apr 4, 2029.



* Note that in accordance with the City of Romulus Fee Schedule adopted 7-1-2014, additional fees for conditional rezoning and cost of consultant services may be applicable.



City of Romulus Conditional Rezoning Application Supplement

10250 Vining Road, Romulus, MI

Parcel ID #s: 80 064 99 0002 700; 80 064 99 0001 000

The following is a supplemental response to Pilot Travel Center #1431 proposed rezoning application.

Introduction:

Pilot Travel Center (a/ka) Flying J is the nation’s leading company in servicing the traveling public and is a major facilitator of commerce on American Roads. The company has a national reputation for efficient and professional operations at every one of the facilities throughout the country. The Travel Cetner site is intended to be used to service current and existing fleet customers with fuel as well as the general public.

Justification For Rezoning.

1. **Consistencies of Proposed Rezoning With Romulus Mater Plan.** The site on Vining Road is the former triangular shaped Romulus Public Works facility tucked between Goddard Road and I-94 freeway and consisting of 25 acres. After the sale by the City to the Airport Authority over 20 years ago, the property was used as the staging location for the construction of the Vining Road exit from I-94 which is approximately 200 yards away from the cite. The property’s limitations include the Wolverine Pipeline on its Vining Road frontage and another Pipeline along with railway to the West and Northern portion of the property and two wetland sites on the property.

As stated in the Master Plan developed in 2019, Romulus has experienced its anticipated boom as its “prime accessibility has elevated the desirability of Romulus as a location for business and residential development.” Indeed, “Goal No. 1 of the Masterplan to provide “create a diversified and balanced mixture of land uses that will support the economic vitality, tax base, and livability of the city and “Goal No. 4” of the Masterplan, is to “*provide an organized pattern of various industrial land uses that is flexible for business development, properly minimizes negative impacts such as noise **and truck traffic**, is located away from residential areas, and reflects a quality image of the city.*” [Emphasis added].

As can be noted Goal No. 1 of the Master Plan, the creation of a balanced mixture of development requires proper organization of traffic flow particularly those of the vast trucking traffic that exists and will continue to grow within the city.

As further explained below, we are requesting that the rezoning of the parcel be conditionally changed from M2 (general industrial) to MT (trucking) for to allow for truck traffic to be diverted away from city streets into a facility that would be accommodating for fueling and allow the trucks to await their loading/unloading away from the city’s streets and thoroughfares. This is consistent with intended uses of MT as outlined in the Master Plant in that “uses in this area [MT area] will generate more truck traffic than light

industrial uses and therefore need to be located where convenient access can be provided without truck traffic passing through residential areas.” See page 22 of Master Plan.

2. **Impracticability of current zoning and demand for MT zoning.** As mentioned above, the limitation of site for an M2 use includes the existence of two pipelines, the railway and two wetland sites along with its triangular shape.

Moreover, the city of Romulus does not have any other MT site that to accommodate multi-use needs allowing (a) proper direction of truck traffic that is minimizes truck traffic throughout city roads, (b) refueling for trucks that is easily accessible to I-94 with no interruption of traffic pattern, (c) minor repair facilities and (d) food facilities in a singular and organized fashion located directly adjacent to I-94 that would also provide minimal impact on any surrounding areas.

Therefore, rezoning the parcels would allow better control of truck traffic to accommodate industrial growth that is expected over the next decade with the construction on the Vining Road section as described by the City’s Master Plan.

3. **Sites physical, geological, hydrological and other environmental features.** Yes. As described above, the property historical use as DPW and staging site for the construction of Vining Road exit, because of its isolated location and proximity to I-94 makes all the physical, geological, hydrological and other existing environmental features a perfect location for the Travel Center.
4. **Compatibility With Surrounding Uses.** Yes. The MT use is compatible with the current M2 uses. Please note that MTT zoning currently exists west of the airport and the site’s proximity to I-94 (property being first parcel off the freeway) is the ideal use to direct truck traffic in a way that would facilitate harmony within the growing industrial, warehousing and transportation of the city. Indeed, the proximity of to I-94 allows the containment of truck traffic in and out of the city to fuel and for the site to be used as a means of allowing all truck traffic a staging location that would prevent such trucks from parking or waiting on the city’s roadways. This use would strongly benefit the city and would prevent accidents resulting from trucks loitering on the city’s streets and thoroughfares.
5. **City Infrastructure and Services.** The creation of the Travel Center would greatly benefit the health, safety and welfare of the city in that it would direct the increasing Truck traffic away from any residential areas and would encourage truck traffic into this “pocket site” and away from blockading the city’s streets and freeway while waiting for loads or obtaining fuel.
6. **Traffic Impact.** A traffic study has been completed and the current plan calls for the creation of deceleration and flare lanes to accommodate the site. These improvements would benefit the Vining Road.

7. **Public Demand For MT Use.** As the city's Master Plan is being implemented to increase warehousing and industrial uses to create jobs, there is a strong need to (a) organize truck traffic and fueling away from residential properties in coordination with airport traffic as set forth in the Master Plan; (b) prevent trucks from blockading existing traffic lanes by loitering while waiting for loads as suggested by Romulus police and Fire departments. As stated above, the location and size of available truck parking will allow this site to aid in that effort.

8. **Compatibility of Zoning Ordinance.** As stated in this application, this is a conditional rezoning request intended to remedy an existing need for the City's growing infrastructure. As such, the zoning ordinance is designed to accommodate exactly such adaptability requirements.

City of Romulus

SPECIAL LAND USE REVIEW APPLICATION



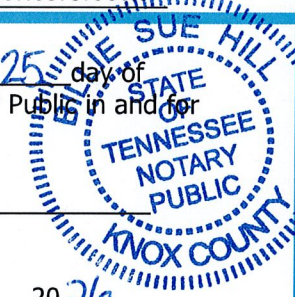
Planning Department 12600 Wayne Road, Romulus MI 48174 Phone: (734) 955-4530 Fax (734) 941-5842 Romulusgov.com

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

Project Information: *This Section to be filled out by City*
 Case Number: SLU- 2024-002
 Date Submitted: 2/2/2024
 Fee: New SLU: \$1,600 + SPR Fee
 Single-family Residential = \$350 + SPR Fee

Applicant Information:
 Name: Kristi Snyder
 Street: 5508 Lonas Road
 City: Knoxville
 State: TN Zip: 37909
 Phone: (865) 230-2939
 Email/Fax: kristi.snyder@pilottravelcenters.com

Property Owner Information:
 Name: Vinning Road Investments, LLC
 Street: 14207 Ford Road
 City: Dearborn
 State: MI Zip: 48126
 Phone: (313) 846-1900
 Email/Fax: adagher@dglegal.com

Notary for Applicant:
 Subscribed and sworn before me, this 25 day of January 2024. A Notary Public in and for Knox County, Michigan. TN

Belle Smith
 (Signature)
 Notary Public
 My Commission expires 8-29, 2026

Notary for Property Owner:
 Subscribed and sworn before me, this 25 day of January 2024. A Notary Public in and for Wayne County, Michigan.
Ciera Yasha Abel
 (Signature)
 Notary Public
 My Commission expires Apr 4, 2029

Site Information:
 Property Address: 10250 Vining Road Romulus, MO
 Parcel ID#s: 80-064-99-0002-700, 80-064-99-0001-000

Brief Description of Proposed Use:
New Pilot Travel Center to include truck fueling lanes, auto fueling lanes; Wendy's restaurant w/drive thru, convenience store, and a Truck Shop
Project Name: Pilot Travel Center #1431

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

<u>Kristi Snyder</u>	<u>1/25/24</u>	<u>P. Ali Dagher</u>	<u>1/25/24</u>
Print Applicant Name	Date	Print Property Owners Name	Date
<u>[Signature]</u>	<u>1/25/24</u>	<u>[Signature]</u>	
Signature of Applicant	Date	Signature of Property Owner	Date

City of Romulus

SPECIAL LAND USE REVIEW APPLICATION Pg. 2

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

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

Hours of Operation: 24

Days of Operation: 7

Number of Employees: 35-40; 10 per shift

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

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

See Attached Supplement

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

See Attached Supplement

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

See Attached Supplement

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

See Attached Supplement

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

See Attached Supplement

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

See Attached Supplement

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

See Attached Supplement

City of Romulus Special Land Use Review Application P. 2 Supplement

10250 Vining Road, Romulus, MI

Parcel ID #s: 80 064 99 0002 700; 80 064 99 0001 000

Hours of Operation: 24 hours;
Days of Operation: 365 days
Number of Employees: 35-40_____

The following is a supplemental response to Pilot Travel Center #1431 proposed rezoning application.

1. Proposed Use Is Compatible To General Principals and Objectives of City's Master Plan. The site on Vining Road is the former triangular shaped Romulus Public Works facility tucked between Goddard Road and I-94 freeway and consisting of 25 acres. After the sale by the City to the Airport Authority over 20 years ago, the property was used as the staging location for the construction of the Vining Road exit from I-94 which is approximately 200 yards away from the cite. The property's limitations include the Wolverine Pipeline on its Vining Road frontage and another Pipeline along with railway to the West and Northern portion of the property and two wetland sites on the property.

As stated in the Master Plan developed in 2019, Romulus has experienced its anticipated boom as its "prime accessibility has elevated the desirability of Romulus as a location for business and residential development." Indeed, "Goal No. 1 of the Masterplan to provide "create a diversified and balanced mixture of land uses that will support the economic vitality, tax base, and livability of the city and "Goal No. 4" of the Masterplan, is to *"provide an organized pattern of various industrial land uses that is flexible for business development, properly minimizes negative impacts such as noise and truck traffic, is located away from residential areas, and reflects a quality image of the city."* [Emphasis added].

As can be noted Goal No. 1 of the Master Plan, the creation of a balanced mixture of development requires proper organization of traffic flow particularly those of the vast trucking traffic that exists and will continue to grow within the city.

As further explained below, we are requesting that the special land use to allow property to be used as an MT (trucking) cite to allow for truck traffic to be diverted away from city streets into a facility that would be accommodating for fueling and allow the trucks to await their loading/unloading away from the city's streets and thoroughfares. This is consistent with intended uses of MT as outlined in the Master Plant in that "uses in this area [MT area] will generate more truck traffic than light industrial uses and therefore need to be

located where convenient access can be provided without truck traffic passing through residential areas.” See page 22 of Master Plan.

2. Design and Use Conform to General Purpose and Intent of Zoning Ordinance. The MT zoning use is compatible with the current M2 uses. The traffic flow design of the site perfectly suits this site because of the proximity of the site to I-94 allowing the containment of truck traffic in and out of the city to fuel and for the site to be used as a means of allowing all truck traffic a staging location that would prevent such trucks from parking or waiting on the city’s roadways. This use would strongly benefit the city and would prevent accidents resulting from trucks loitering on the city’s streets and thoroughfares. Therefore, the intended use is in harmony with other nearby uses that rely on extensive truck traffic.
3. Harmony of Proposed Use and facilitation of orderly development of the surrounding neighborhood and/or vicinity. As stated above, this site is intended to aid in the betterment of truck traffic flow into the city. The construction of buildings as single story is in full conformity with height and size requirements of city and airport regulations. The fact that this property is within proximity of I-94 and tucked within the triangular shape surrounded by the railroads and petroleum pipelines, maximizes the proper use of the property for the benefit of keeping orderly truck traffic within the city. Moreover, the landscaping necessary will allow the continued preservation of wetlands located on the frontage of the property located at Vining Road.
4. Use and Design of Vehicular Traffic. The location of the property does not in any way interfere with any type of pedestrian traffic. The traffic flow of the property is conveniently “in and out” of the I-94 corridor without any hinderance to either vehicular or pedestrian traffic. Moreover, there will be no intersection interference(s) because site is directly adjacent to I-94.
5. Minimization of Nuisance and Noise. The property is significantly distanced from any residential or other low intensity uses. Therefore, there will be minimal impact upon the surrounding area. The surrounding area contains warehousing and other high use developments. North and West of the property contains railroad tracks and directly south contains is DST Industries that is a heavy use facility with almost 5 acres of vehicle parking.
6. Environmental Impact. The property was historically used as DPW for city of Romulus and staging site for the construction of Vining Road exit. As a result of such use, the property contains some level of contamination which will be mitigated and therefore improve the environmental quality of the property. Moreover, the property’s wetlands will be preserved and protected per EGLE and Federal Regulations.
7. Service of Site By Essential Public Facilities. The proposed plans would be in conformity with requirements of the Fire Marshal to meet all necessary needs for access by city and all other authorities of the essential services to be provided including drainage system, water and sewage facilities. Furthermore, the property and business will be fully monitored by security.

CONDITIONAL REZONING AGREEMENT
RZ-2024-001: Pilot Travel Centers LLC

This CONDITIONAL REZONING AGREEMENT (“Agreement”) is made this ____ day of _____, 2026 between **PILOT TRAVEL CENTERS LLC**, a Delaware limited liability company, whose address is 5508 Lonas Drive, Knoxville, Tennessee 37909 (“Developer”) **VINNING ROAD INVESTMENT, LLC** with address located at 14207 Ford Road, Dearborn, Michigan 48126 (“Owner”), and the **CITY OF ROMULUS**, a Michigan Municipal Corporation, whose address is 11111 Wayne Road, Romulus, Michigan 48174 (“City”).

RECITALS

- A. Owner is the owner of certain real property located at 10250 Vining Road in Romulus, Wayne County, Michigan, further identified as Parcel IDs 80 064 99 0002 700 and 80 064 99 0001 000 and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (collectively, “Subject Property”).
- B. Owner, as landlord, and Developer, as tenant, are parties to a long-term ground lease ("Lease") for a portion of the Subject Property as approximately depicted on **Exhibit B** attached hereto and incorporated herein by reference ("Leased Property"), a memorandum of the Lease will be recorded in the Wayne County Register of Deed upon commencement of the same.
- C. The Subject Property consists of a triangular shape of approximately twenty-five (25) acres, and is comprised of (i) the Leased Property, and (ii) the remaining undeveloped frontage on Vining Road near the south-eastern portion of the Subject Property reserved by Owner for future development (“Retained Frontage”). It is understood and agreed that the future development of the Retained Frontage will require its own site plan by way of a separate application, review and approval process.
- D. Developer desires to construct a travel center on the Leased Property consisting of a primary building for use as a convenience store, which includes the following “Permitted Uses”: the operation of one or more restaurants, retail merchandise and food sales, showers and laundry; parking for operable commercial and passenger vehicles which are ancillary to these Permitted Uses; vehicle fueling facilities for passenger and commercial vehicles, indoor storage, dispensers and other and related equipment necessary for the retail sale of petroleum and electricity. No outdoor storage is allowed except for products for sale in the convenience store that may be located near the front entrance as located on the Site Plan attached as **Exhibit C**.
- E. The parties agree that uses for the Retained Frontage are restricted for a period of twenty four (24) months from the date of this Agreement to only the following uses for the M-T District set forth in Section 8.02 of the Zoning Ordinance: Human Care and Medical; Retail; Services; Restaurant and Bars; and, Office/Professional/Financial (“Retained Frontage Permitted Uses”). Any proposed Retained Frontage Permitted Uses must be reviewed and approved by the Planning Commission.

After the 24-month period ends, the Retained Frontage may be developed and used in accordance with the uses generally permitted in the M-T Zoning District.

- F. Developer and Owner acknowledge that any proposed use of the Subject Property that is inconsistent with the Permitted Uses or the Retained Frontage Permitted Uses is prohibited without the City’s prior written consent and an amendment of this Agreement.
- G. The Subject Property is currently zoned M-2 (“M-2 - General Industrial District”), as set forth in the City of Romulus Zoning Ordinance (“Zoning Ordinance”).
- H. Developer and Owner have requested the City conditionally rezone the Subject Property to M- T (“M-T - Industrial Transportation District”) to facilitate the Permitted Uses and Retained Frontage Permitted Uses.
- I. The Michigan Zoning Enabling Act (“MZEA”) and the Zoning Ordinance allow for the rezoning of property, and the MZEA, at MCL 125.3405, provides that an owner and/or developer of land may voluntarily offer in writing, and the City may approve, certain uses and development of the land as a condition to a rezoning or an amendment to a zoning map.
- J. Developer submitted its conditional rezoning application to the City along with its initial site plans for the Leased Property. Attached to this Agreement as **Exhibit C** and incorporated herein by reference are the site plans approved by the City (“Site Plan”) for the proposed development for the Permitted Uses (“Proposed Development”).
- K. Owner and Developer have voluntarily offered in writing to condition the rezoning upon a use of the Subject Property for the Permitted Uses and Retained Frontage Permitted Uses and Owner and Developer are willing to accept the conditional rezoning conditions proposed herein.
- L. After giving proper notice, the City of Romulus Planning Commission held a public hearing on Owner and Developer’s proposed conditional rezoning of the Subject Property on _____, 2026, as required by the MZEA, MCL 125.3101 et. seq. and the Zoning Ordinance and voted to recommend to the City Council to approve the conditional rezoning of the Subject Property to the M-T - Industrial Transportation District, to accept Owner and Developer's conditions set forth in this Agreement, and to approve Developer’s special land use applications required for the Permitted Uses and Proposed Development (collectively, the “Necessary Approvals”).
- M. On _____, 2026, the City Council approved the requested conditional rezoning to the M-T – Industrial Transportation District, accepted Owner and Developer's proposed conditions, and approved the terms and conditions of this Agreement and Developer’s special land use application.

- N. Owner, Developer and the City wish to set forth their understandings with respect to the conditional rezoning to facilitate the Permitted Uses, Proposed Development, and Retained Frontage Permitted Uses.
- O. Therefore, to facilitate the Proposed Development, Permitted Uses, and Retained Frontage Permitted Uses of the Subject Property, Owner, Developer and the City have agreed to conditionally rezone the Subject Property from the M-2 - General Industrial District to the M-T - Industrial Transportation District, under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and rights reserved, herein, and in order to accomplish the forgoing purposes, the undersigned Owner, Developer and City agree as follows:

- 1. Conditional Rezoning. Pursuant to MCL 125.3405, the City hereby agrees to the conditional rezoning of the Subject Property from the M-2 - General Industrial District to the M-T - Industrial Transportation District and to permit the Permitted Uses and the Proposed Development of the Leased Property in conformance with the conditions set forth in Section 4 of this Agreement, below.

This Agreement shall not be binding upon either party, until, all Necessary Approvals have been received.

- 2. New Zoning District. The use and development of the Subject Property shall conform hereafter to all of the requirements regulating use and development consistent with the M-T - Industrial Transportation District as modified by the conditions in Section 4 of this Agreement.
- 3. Voluntary Offer of Conditions / Zoning Objectives. This Agreement is the result of voluntary conditions offered by Owner and Developer and is approved by the City for the achievement of legitimate zoning objectives asset forth in the MZEA and the Zoning Ordinance. This Agreement arose out of an offer of conditions under MCL 125.3405.
- 4. Rezoning Conditions. The parties acknowledge and agree that the Subject Property has been granted conditional rezoning approval by the City subject to the following conditions (“Rezoning Conditions”):
 - a. The Subject Property may only be used for the Permitted Uses and Retained Frontage Permitted Uses as provided for in this Agreement, including, without limitation, as shown in the approved Site Plan for the Leased Property, attached as **Exhibit C** and dated _____ for the Proposed Development.
 - b. The Leased Property may be developed only for the Permitted Uses, which shall be subject to the conditions placed on this conditional rezoning. Owner’s future development of the Retained Frontage shall be subject to the terms of this Agreement and limited to the Retained Frontage Permitted Uses.

- c. The Subject Property shall not be used for any uses other than those specifically set forth as Permitted Uses and Retained Frontage Permitted Uses under this Agreement.
 - d. Upon any change in use of the Subject Property that removes Vehicle Fueling, Owner shall remove all underground storage tanks and piping installed upon the Subject Property if so required by the City.
 - e. A security guard shall be present at the Subject Property from 10:00pm to 6:00am daily. There shall be seven (7) security cameras that will provide camera coverage of the entire truck parking lot.
5. Issuance of Approval or Permits. No approvals or permits shall be granted for any use or development of the Subject Property that does not conform with this Agreement.
 6. Effective Date. The conditional rezoning approved by City Council shall be effective upon the publication by City of an amendment to the Zoning Ordinance and Zoning Map, conditionally rezoning the Subject Property to the M-T - Industrial Transportation District (“Rezoning Effective Date”), which rezoning shall be a conditional rezoning pursuant to MCL 125.3405, and subject to the terms and conditions set forth in this Agreement.
 7. Reversion of Zoning. This Agreement shall expire two (2) years after the Rezoning Effective Date (“Expiration Date”) unless substantial construction on the Proposed Development of the Leased Property pursuant to building and other required permits issued by the City commences within the two (2) year period and proceeds diligently to completion, unless extended by the City Council for good cause. In the event that substantial construction on the Proposed Development has not commenced within the aforementioned two (2) years, the Agreement shall be void and of no effect and the Subject Property shall automatically be reverted back to its original zoning classification as set forth in Section 23.06(e) of the Zoning Ordinance. Notwithstanding the above, if the Owner or Developer applies in writing for an extension of the this Agreement at least thirty (30) days prior to the Expiration Date and demonstrates good cause for such extension (ie, delay in issuance of governmental permits despite Developer diligently applying for the pursuing such permits; force majeure), the City Council shall grant an extension of one (1) year.
 8. Amendments / Integration. This Agreement and its Exhibits set forth the entire agreement between the parties relative to development and use of the Subject Property and the subject matter hereof, with the exception of the future development of the Retained Frontage as set forth in this Agreement. No prior or contemporaneous oral or written representations, statements, promises, agreements or undertakings made by either party or agent of either party that are not contained in this Agreement shall be valid or binding. This Agreement, including, but not limited to the Rezoning Conditions, Permitted Uses, and Retained Frontage Permitted Uses may not be amended except in writing signed by the parties and recorded in the same manner as this Agreement. Remedial amendments to correct errors and omissions, as well as minor technical changes to the Site Plans shall be permitted as long as such minor technical changes are consistent with the spirit and intent of this Agreement, as determined by the City administration in the exercise of its reasonable judgment.

9. Binding Effect. This Agreement shall covenant and run with the Subject Property and bind and inure to the benefit of the parties, their heirs, successors and assigns. It is also understood that the members of the City Planning Commission and Council and/or its departments may change, but the City shall nonetheless remain bound by this Agreement.
10. Recording in Wayne County Records. The Agreement shall be recorded in the office of the Wayne County Register of Deeds by the Owner and/or the Developer and a certified copy of the recorded Agreement shall be delivered to the City.
11. Counterparts. This Agreement and any future amendment to this Agreement may be executed by the parties in one or more counterparts, each of which shall be deemed to be an original, and it shall not be necessary for the same counterpart to be signed by all signatories in order for this amendment or any amendment to this Agreement to be binding upon all of the parties. When counterparts have been executed by all parties, it shall have the same effect as if one original had been signed by all parties.
12. Severability. It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any statute, ordinance, rule, regulation or other applicable law, the validity of the remaining portions or provisions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.
13. Governing Law. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any breach or enforcement of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Wayne, State of Michigan.
14. Waiver. A party to this Agreement does not waive any default, condition, promise, obligation, or requirement applicable to any other party hereunder, unless such waiver is in writing, signed by an authorized representative of that party, and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation, or requirement in any past or future instance. No failure of a party to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to the exercise of any right or remedy in the event of a default shall constitute a waiver of any such default in such covenant, agreement, term or condition.
15. Conflicts. In the event of conflict between the provisions of this Agreement and the provisions of the Ordinance, and any other codes, ordinances, establishment or any enabling authority of the City, the provisions of this Agreement shall prevail.
17. Authority. The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals or entities and the authority to bind each

party to this Agreement according to its terms. Further, each of the parties represent that the execution of this Agreement has been duly authorized and is binding on such party.

[Signatures on the following pages]

In Witness Whereof, the parties hereto have set their hands and seals as of the day and year first written above.

OWNER:
Vinning Road Investment, LLC

By: Ali H. Dagher
Its: Member

The foregoing instrument was acknowledged before me this ____ day of _____ 20__, by _____
_____, the _____ of **Vinning Road Investments, LLC**, a
Michigan Limited Liability Company.

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

DEVELOPER
Pilot Travel Centers LLC:

By: Bradley Anderson
Its: Authorized Representative

The foregoing instrument was acknowledged before me this ____ day of _____ 20__, by _____
_____, the _____ of **Pilot Travel Centers LLC**, a Delaware
Limited Liability Company.

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

CITY:
City of Romulus

By: Robert A. McCraight
Its: Mayor

And

By: Ellen Craig-Bragg _____
Its: Clerk

As approved at the City Council Meeting held
On _____, 202__

The foregoing instrument was acknowledged before me this ____ day of _____ 20__, by
Robert A. McCraight and Clerk, Ellen Craig-Bragg _____, as the _____ of and
for the City of Romulus, a Michigan Municipal Corporation.

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

Drafted by:
Ali H. Dagher
Dagher Law
14207 Ford Road
Dearborn, Michigan 48126

When recorded return to:
Ellen Craig-Bragg
Clerk, City of Romulus
11111 Wayne Road
Romulus, Michigan 48174

EXHIBIT A

Legal Description of the Subject Property

EXHIBIT B

Legal Description of the Leased Property

EXHIBIT C

Site Plans Approved by City

Please see attached

COMMUNITY BENEFITS AGREEMENT

This Community Benefits Agreement (“Agreement”) is made as of the ___ day of April 2026 (“Effective Date”), by and between Vinning Road Investment, LLC, a Michigan limited liability company, whose address is 14207 Ford Road, Dearborn, Michigan 48126 (“Owner”), and the City of Romulus, a Michigan municipal corporation, whose address is 11111 Wayne Road, Romulus, Michigan 48174 (“City”). Owner and City may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Owner is the fee owner of certain real property commonly known as 10250 Vining Road, Romulus, Michigan, consisting of approximately twenty-five (25) acres and identified by Tax Parcel Nos. 80-064-99-0002-700 and 80-064-99-0001-000 (“Property”);

B. Owner has entered into a long-term ground lease with Pilot Travel Centers LLC for the development and operation of a commercial use on a portion of the Property;

C. Owner and Developer have requested a conditional rezoning of the Property pursuant to a separate Conditional Rezoning Agreement, identified by City application number RZ-2024-001 (“CRA”);

D. In anticipation of development of the Property, Owner desires to voluntarily provide certain community benefits to residents of the City; and,

E. The City desires to accept such voluntary commitments, provided that they are memorialized in an agreement that is independent of, and not a condition precedent to, any zoning or land-use approval.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. PURPOSE AND SEPARATION FROM ZONING

1.1 Purpose.

The purpose of this Agreement is to memorialize voluntary community benefit commitments to be provided by Owner for the benefit of City residents.

1.2 No Zoning Effect.

This Agreement does not grant, modify, or guarantee any zoning classification or land-use entitlement; Is separate from and independent of the CRA; and, shall not be interpreted as a condition of rezoning, site plan approval, permitting, or any other land-use approval.

2. COMMUNITY BENEFIT OBLIGATIONS

2.1 Annual Charitable Contribution.

Beginning January 1, 2027, Owner shall make an annual charitable contribution in an amount not less than Five Thousand Dollars (\$5,000.00) per year, for five (5) consecutive calendar years.

2.2 Eligible Recipients.

Each contribution shall be made to one or more charitable non-profit organizations located within the City of Romulus and providing services or benefits to City residents. Selection of recipient organizations shall be made by Owner in reasonable consultation with the City.

2.3 Proof of Payment.

Within thirty (30) days after each annual contribution is made, Owner shall provide written confirmation to the City reasonably demonstrating compliance with this Section.

3. TERM

This Agreement shall commence on the Effective Date and shall expire automatically upon Owner's full satisfaction of the contribution obligations set forth in Section 2.

4. ENFORCEMENT AND REMEDIES

4.1 Good-Faith Compliance.

The Parties shall act in good faith in carrying out their obligations under this Agreement.

4.2 Enforcement; Jurisdiction.

In the event of a material breach of this Agreement, the non-breaching Party may bring an action in any court of competent jurisdiction in the County of Wayne, State of Michigan.

4.3 Limited Remedies.

No monetary damages, penalties, or injunctive relief affecting land use or zoning shall be available under this Agreement, except as necessary to compel compliance with the contribution obligations expressly set forth herein.

5. BINDING EFFECT; TRANSFERS

5.1 Binding Obligation.

This Agreement shall be binding upon Owner and its successors and assigns, provided that such binding effect shall be limited to the duration of the obligations set forth in Section 2.

5.2 No Third-Party Beneficiaries.

This Agreement does not create any rights in favor of any third party.

6. MISCELLANEOUS

6.1 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

6.2 Severability.

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

6.3 Entire Agreement.

This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to community benefits and supersedes all prior discussions or representations related thereto.

6.4 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

6.5 Authority.

Each signatory represents that they are authorized to execute this Agreement on behalf of the respective Party.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the day and year set forth below.

OWNER:
Vining Road Investment, LLC

By: Ali H. Dagher
Its: Member

The foregoing instrument was acknowledged before me this ____ day of _____ 20__, by _____, the _____ of Vining Road Investments, LLC, a Michigan Limited Liability Company.

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

CITY:
City of Romulus

By: Robert A. McCraight
Its: Mayor

And

By: Ellen Craig-Bragg
Its: Clerk

As approved at the City Council Meeting held

On _____, 202__

The foregoing instrument was acknowledged before me this ____ day of _____
20__, by Robert A. McCraight and Clerk, Ellen Craig-Bragg _____, as the _____
_____ of and for the City of Romulus, a Michigan Municipal Corporation.

_____, Notary Public

_____ County, Michigan

My Commission Expires: _____

Acting in _____ County, Michigan

EXHIBIT A

Legal Description of Property



PILOT TRAVEL CENTER ROMULUS, MI



DISCLAIMER

This presentation is confidential and is intended, among other things, to present a general outline of Pilot Travel Centers LLC ("Pilot"). The contents are not to be reproduced or distributed to the public or press. Each person who has received a copy of this presentation is deemed to have agreed to the following: (i) not to reproduce or distribute this presentation, in whole or in part, without the prior written consent of Pilot, (ii) not to disclose any information contained in this presentation except to the extent that such information was (a) previously known by such person through a source (other than Pilot) not bound by any obligation to keep such information confidential, (b) in the public domain through no fault of such person, or (c) lawfully contained at a later date by such person from sources (other than Pilot) not bound by any obligation to keep such information confidential, and (iii) to be responsible for any disclosure of this presentation, or the information contained herein, by such person or any of its employees, agents or representatives.

Existing Zoning Classification

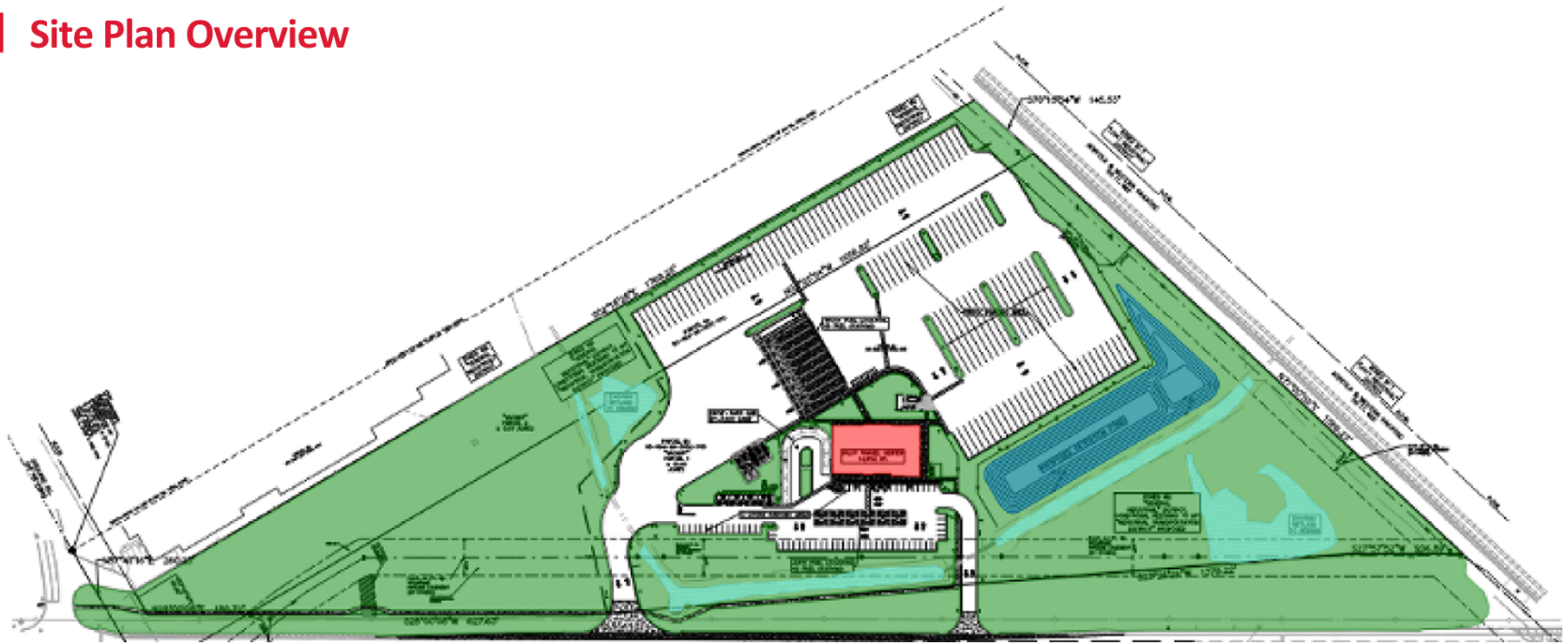
- Current zoning classification:
 - General Industrial District (M-2)
- Surrounding properties are zoned M-2 and are developed with a variety of industrial uses, most of which are truck intensive.

Proposed Zoning Classification

- The site is proposed to be zoned Industrial Transportation District (M-T) with a Conditional Rezoning Agreement and Special Land Use (SLU) permit.
 - Aligns with existing industrial development along Goddard Road.
 - Based on language in the Master Plan, an M-T use aligns with the Master Plan and complements adjacent M-2 uses.



➤ Site Plan Overview



Site Plan Highlights

- 14,792 sf Travel Center building with Wendy's Restaurant & drive thru
- 8 Diesel Fueling Positions
- 12 auto fueling positions
- 8 EV charging stalls
- 141 Truck Parking Spaces
- 73 Car Parking Spaces
- Dog park

Natural Buffering & Preserving Wetlands

- Setbacks and landscape buffering was increased by 50%
- Working with EGLE to keep disturbance of existing wetlands and trees to a minimum

↗ Building Exterior



➤ Building Exterior



↗ Building Exterior



- 4/27/26 Study Session Concerns on Traffic Response:
 - Vining Road Gap Study
 - Vining Road Crash Analysis
 - I-94 Modernization Project Summary
 - NB-to-SB Crossing North of I-94 Truck Turning Movement



➤ Vining Road Improvements

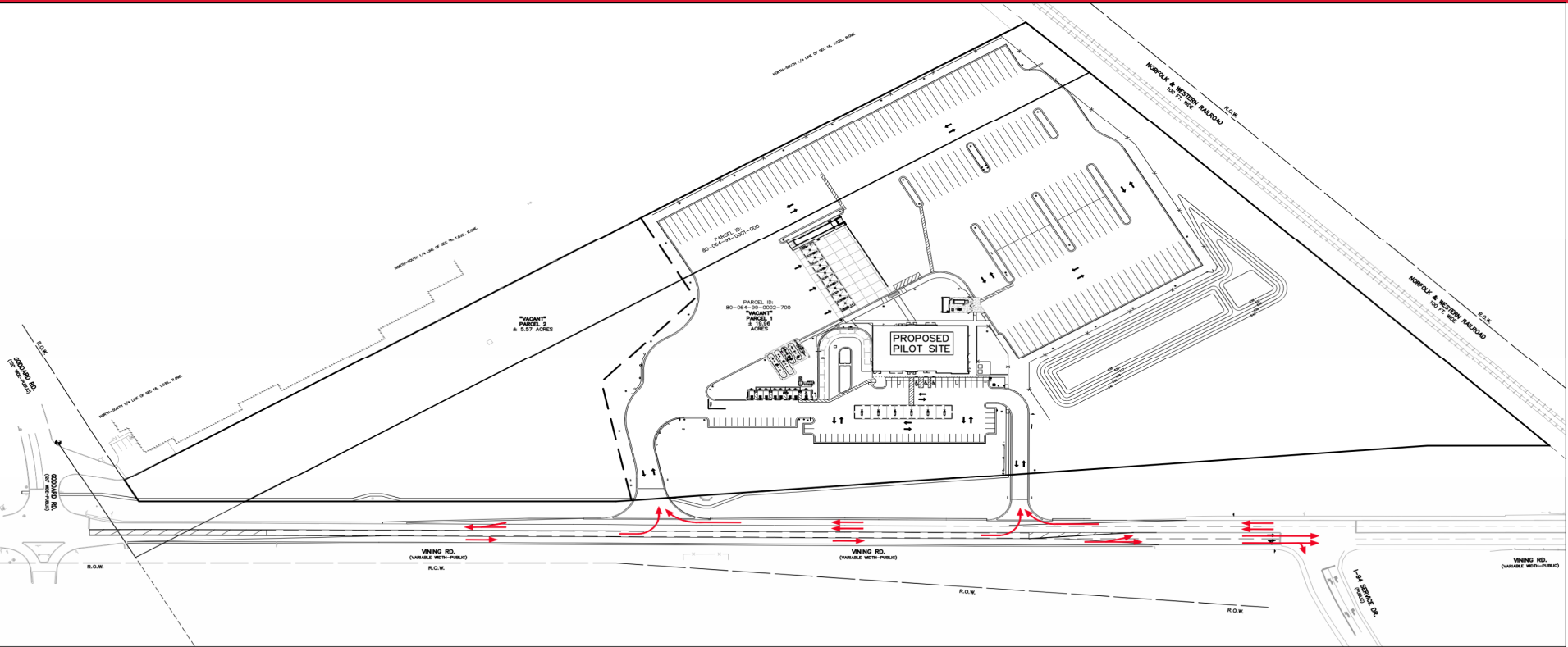
Proposed Improvements Along Vining Road Include:

- Continuation of two (2) south bound lanes with the right lane being a right turn only lane to access site
- Addition of a center left turn lane extending between both access drives to the site
- Proposed striping and signage for through traffic in left lane and through-right traffic in right lane at I-94 service drive intersection

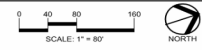




Proposed Overall Plan



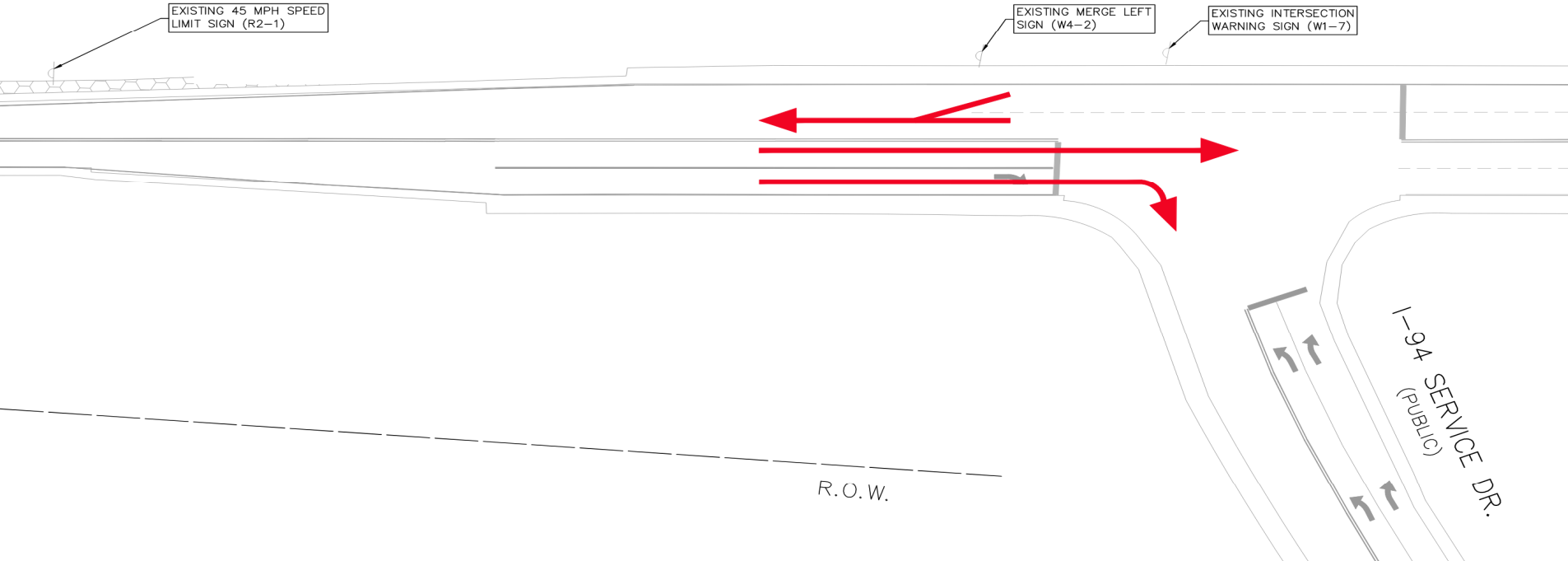
OVERALL PLAN



LEGEND:

DIRECTION OF PROPOSED TRAFFIC FLOW

Existing Road Conditions - North



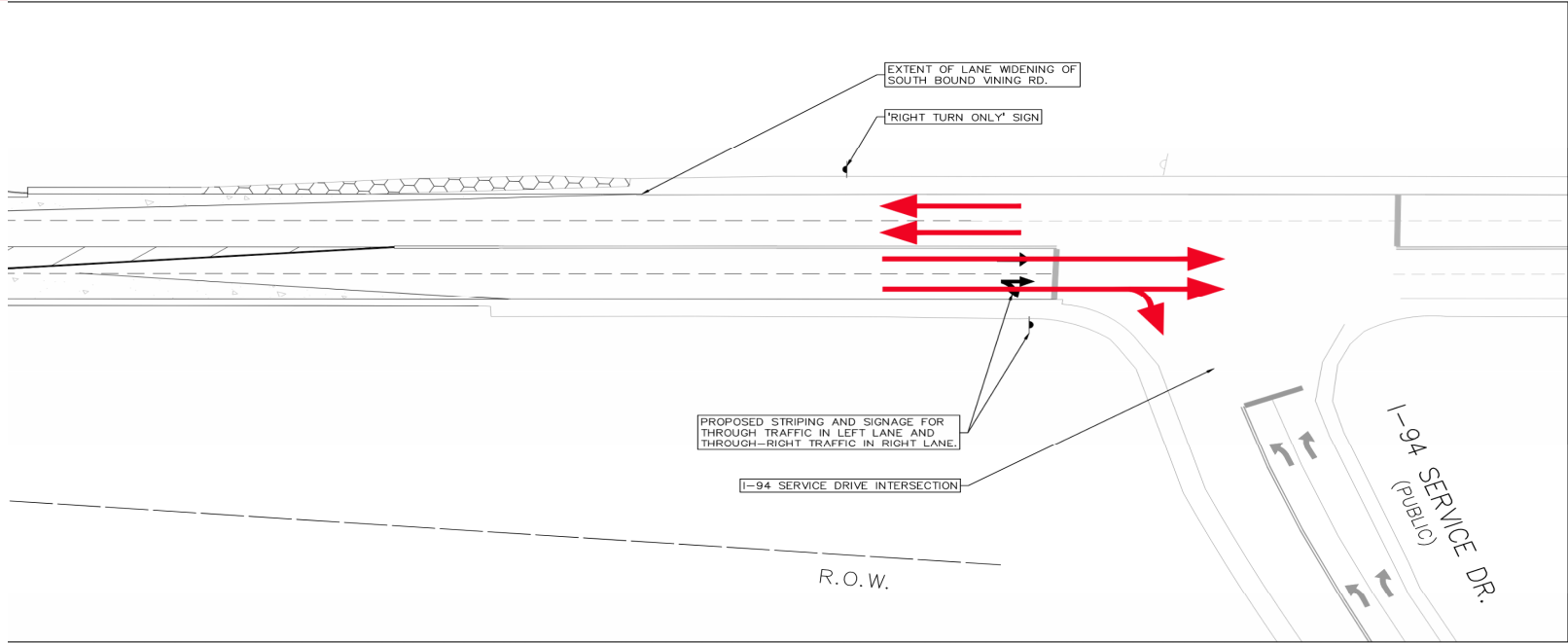
EXISTING ROAD CONDITIONS - NORTH



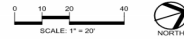
LEGEND:



➤ Proposed Road Conditions - North



PROPOSED ROAD IMPROVEMENTS - NORTH

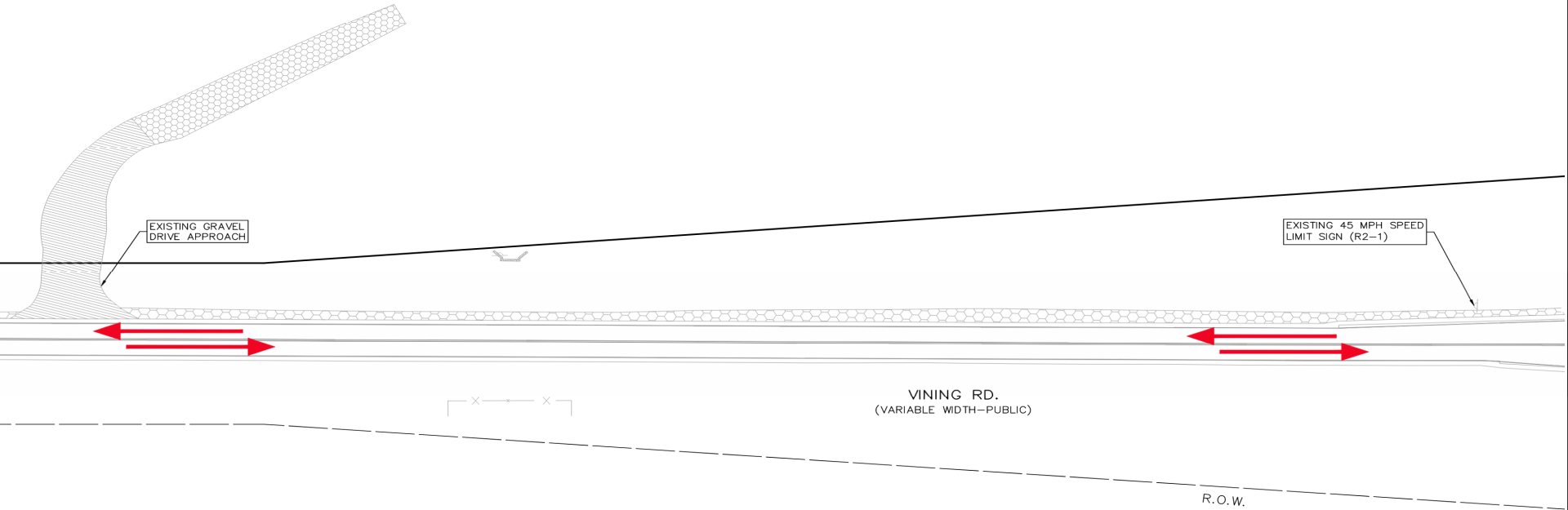


LEGEND:

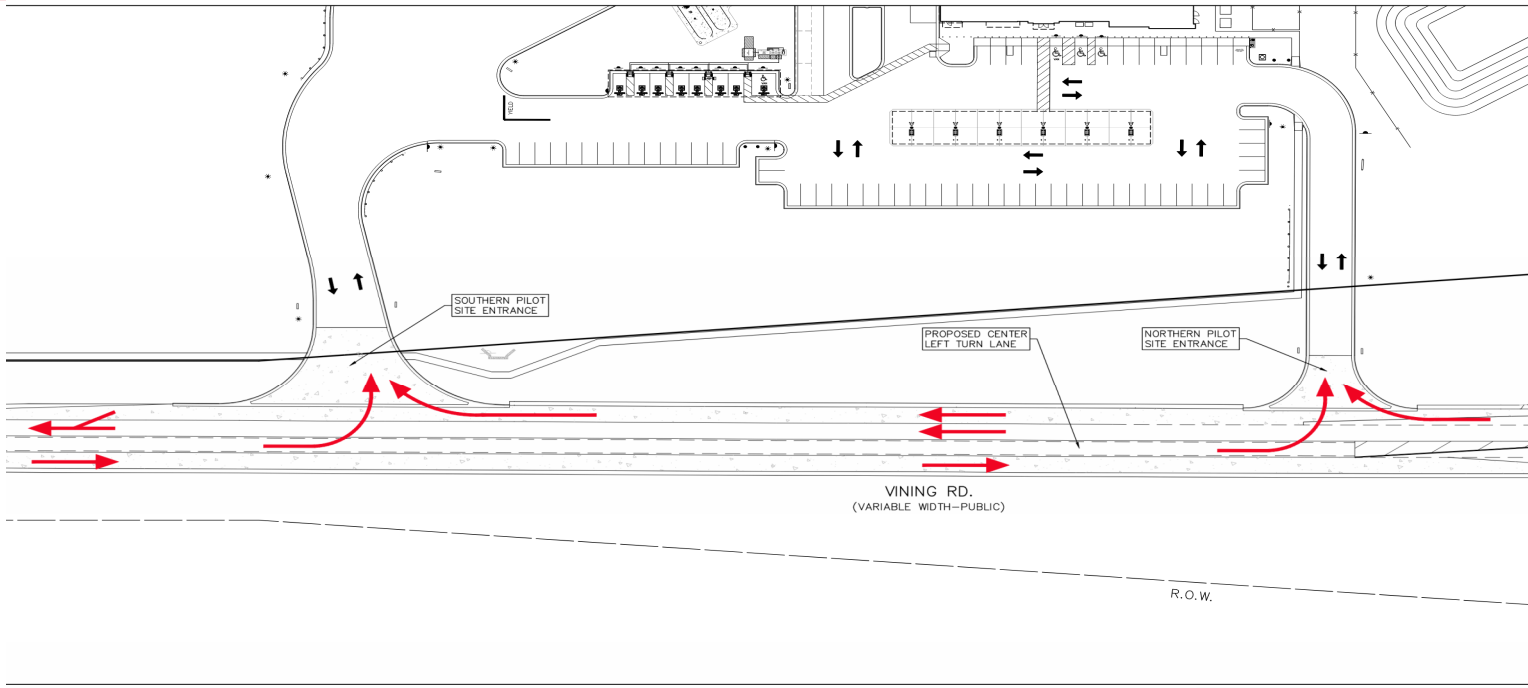
➔ DIRECTION OF PROPOSED TRAFFIC FLOW

- VINLING ROAD IMPROVEMENT NOTE:**
- THE PROPOSED IMPROVEMENTS ALONG VINLING ROAD CONSIST OF THE FOLLOWING:
- CONTINUATION OF TWO (2) SOUTH BOUND LANES WITH THE RIGHT LANE BEING A RIGHT TURN ONLY LANE TO ACCESS THE SITE
 - ADDITION OF A CENTER LEFT TURN LANE EXTENDING BETWEEN BOTH ACCESS DRIVES TO THE SITE
 - PROPOSED STRIPING AND SIGNAGE FOR THROUGH TRAFFIC IN LEFT LANE AND THROUGH-RIGHT TRAFFIC IN RIGHT LANE AT I-94 SERVICE DRIVE INTERSECTION

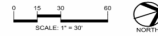
Existing Road Conditions - South



➤ Proposed Road Conditions - South



PROPOSED ROAD IMPROVEMENTS - SOUTH



LEGEND:

➔ DIRECTION OF PROPOSED TRAFFIC FLOW

VINLING ROAD IMPROVEMENT NOTE:

THE PROPOSED IMPROVEMENTS ALONG VINLING ROAD CONSIST OF THE FOLLOWING:

- CONTINUATION OF TWO (2) SOUTH BOUND LANES WITH THE RIGHT LANE BEING A RIGHT TURN ONLY LANE TO ACCESS THE SITE
- ADDITION OF A CENTER LEFT TURN LANE EXTENDING BETWEEN BOTH ACCESS DRIVES TO THE SITE
- PROPOSED STRIPING AND SIGNAGE FOR THROUGH TRAFFIC IN LEFT LANE AND THROUGH-RIGHT TRAFFIC IN RIGHT LANE AT I-94

Data

- Study conducted on 4/29/26 on Vining Rd in vicinity of proposed truck access driveway
- Study was performed to determine number of acceptable gaps in traffic to accommodate ingress and egress truck left-turn movements
- Study was performed on a typical weekday for a period of 12 hours (6:00AM to 6:00PM)

Results

- The number of available acceptable gaps exceeds the projected truck traffic demand generated by the proposed development.
- At the peak hour, there are **90+ gaps per hour** of sufficient size to accommodate 22 trucks per hour turning left out of the site

Table 1: Vining Road & Site Drives – Gap Data

Movement		Left-Turn onto Vining Road	Right-Turn onto Vining Road	Left-Turn from Vining Road
Critical Headway (sec)		12.2	10.5	7.5
Number of Available Gaps	6:00 AM to 7:00 AM	104	117	143
	7:00 AM to 8:00 AM	110	126	145
	8:00 AM to 9:00 AM	107	131	158
	9:00 AM to 10:00 AM	111	128	151
	10:00 AM to 11:00 AM	115	136	158
	11:00 AM to 12:00 PM	104	128	166
	12:00 PM to 1:00 PM	95	121	158
	1:00 PM to 2:00 PM	110	132	153
	2: 00 PM to 3:00 PM	99	136	168
	3:00 PM to 4:00 PM	94	122	156
	4:00 PM to 5:00 PM	91	112	153
	5:00 PM to 6:00 PM	91	114	154
AM Peak Hour Truck Demand		18	3	3
PM Peak Hour Truck Demand		22	4	4

Traffic Simulation

Study Data

- Study area: Vining Road between Goddard Road and WB I-94 Exit-Ramp
- Study time period: January 1, 2020 to December 31, 2024
- Data source: Michigan Traffic Crash Facts (MTCF) historical crash database

Vining Road Locations	2020		2021		2022		2023		2024		Total Crashes	HV In Crash
	Total	HV	Total	HV	Total	HV	Total	HV	Total	HV		
WB I-94 Exit-Ramp (Intersection)	2	0	4	0	3	2	3	1	4	0	16	3
EB I-94 Exit-Ramp (Intersection)	0	0	1	0	1	0	1	0	1	1	4	1
I-94 Service Drive (Intersection)	0	0	0	0	4	1	3	0	1	0	8	1
Goddard Road (Intersection)	0	0	4	1	2	0	0	0	1	0	7	1
WB I-94 Exit-Ramp to Goddard Road (Segment)	3	0	1	0	0	0	2	0	1	0	7	0
Total Crashes	5	0	10	1	10	3	9	1	8	1	42	6
Truck Crashes (%)	0%		10%		30%		11%		13%		14%	

Results

- Over a 5 year period, 42 total crashes occurred.
- Only 6 crashes involved heavy vehicles.
- Only 1 of the crashes resulted in an injury.

Vining Road Locations	Fatalities	"A" Injuries	"B" Injuries	"C" Injuries
WB I-94 Exit-Ramp (Intersection)	0	0	1	0
EB I-94 Exit-Ramp (Intersection)	0	0	0	0
I-94 Service Drive (Intersection)	0	0	0	0
Goddard Road (Intersection)	0	0	0	0
WB I-94 Exit-Ramp to Goddard Road (Segment)	0	0	0	0
Total	0	0	1	0

Interchanges & Ramps

Interchanges and Ramps will be modernized to improve traffic flow and reduce weaving and merge conflicts

Additional Travel Lane

Additional capacity improvements are intended to improve traffic operations and reduce congestion-related safety concerns along the corridor

Freeway Courtesy Patrol

Incident response programs intended to assist disabled vehicles and reduce traffic disruptions will be implemented.

Traffic Management Improvements

Operational improvements such as ramp management, incident response, and traffic management technology to improve operations and safety

Improved Shoulders and Geometry

Roadway geometry and shoulder improvements to improve vehicle recovery areas and incident management operations are proposed.

Shoulders and Geometry

Data Source: MDOT Environmental Impact Statement and Record of Decision

↗ NB to SB Crossover Turning Movement

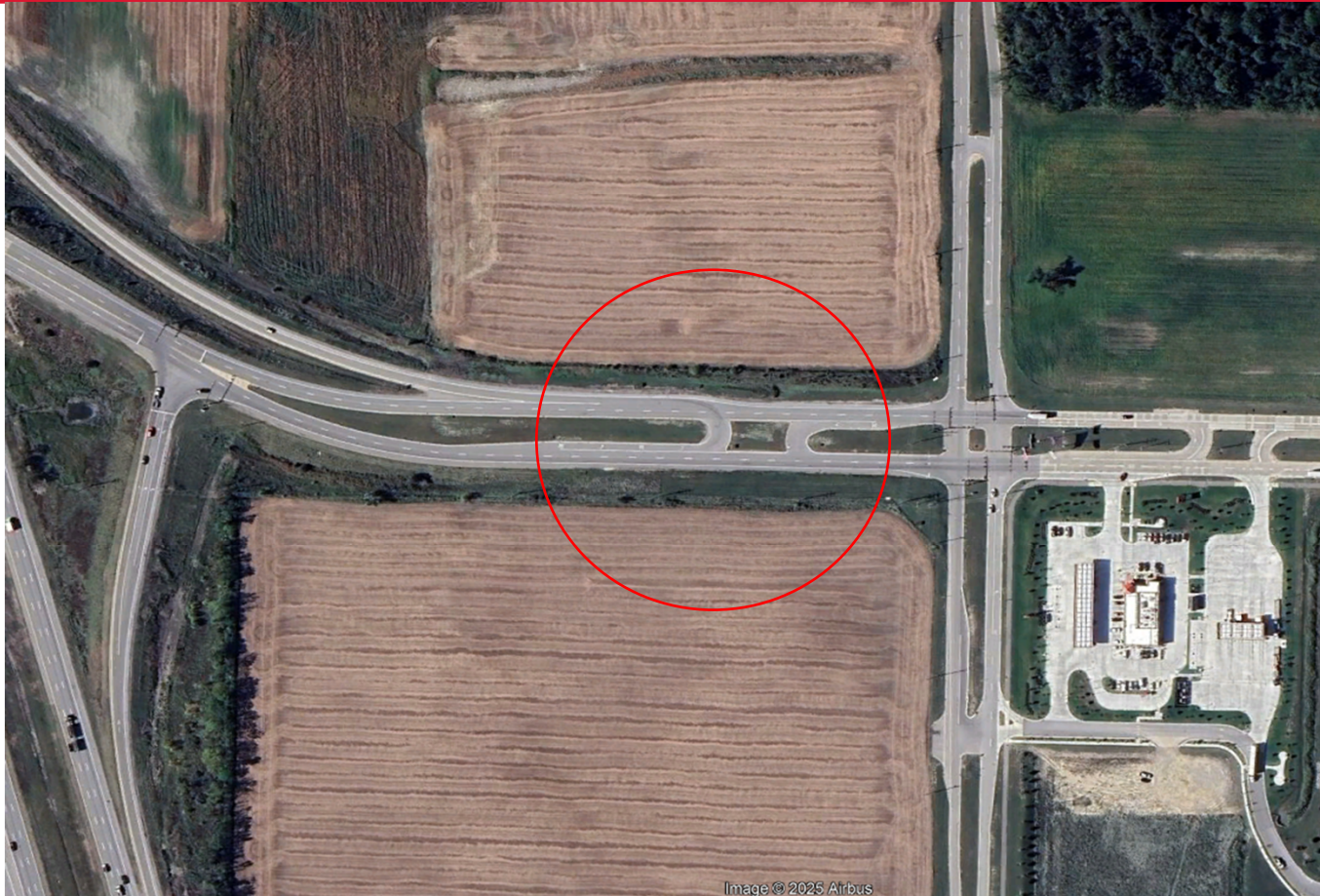


Image © 2025 Airbus

↗ NB to SB Crossover Turning Movement



Gap Study

- Adequate gaps for truck turning movements exist on Vining Road.

Crash Analysis

- The Vining Road corridor does not have a high crash-rate history for cars or heavy vehicles.
- The proposed development will not contribute to an increased crash rate based on proposed mitigation measures and available gaps for turning movements.

MDOT I-94 Project

- The MDOT I-94 project design's primary goal is to improve safety and reduce crash potential on the corridor

NB-to-SB X/O Truck Turning Movement

- Current geometry of the NB – SB crossover on Vining Road north of I-94 does not adequately accommodate WB-67 turning movements.
- This has existed for more than 20 years.
- The Pilot project will not cause any deterioration to this condition.





+



An aerial photograph of a winding asphalt road with yellow double lines, cutting through a dense, lush green forest. The road curves from the bottom center towards the top right. A few small white cars are visible on the road. In the center of the image, there is a red rectangular box containing the word "pilot" in white lowercase letters with a registered trademark symbol. Below the box, the text "SEE YOU OUT HERE™" is written in white. At the bottom center, there is a small white truck icon on the road.

pilot®

SEE YOU OUT HERE™



PILOT TRAVEL CENTER ROMULUS, MI



DISCLAIMER

This presentation is confidential and is intended, among other things, to present a general outline of Pilot Travel Centers LLC ("Pilot"). The contents are not to be reproduced or distributed to the public or press. Each person who has received a copy of this presentation is deemed to have agreed to the following: (i) not to reproduce or distribute this presentation, in whole or in part, without the prior written consent of Pilot, (ii) not to disclose any information contained in this presentation except to the extent that such information was (a) previously known by such person through a source (other than Pilot) not bound by any obligation to keep such information confidential, (b) in the public domain through no fault of such person, or (c) lawfully contained at a later date by such person from sources (other than Pilot) not bound by any obligation to keep such information confidential, and (iii) to be responsible for any disclosure of this presentation, or the information contained herein, by such person or any of its employees, agents or representatives.

Existing Zoning Classification

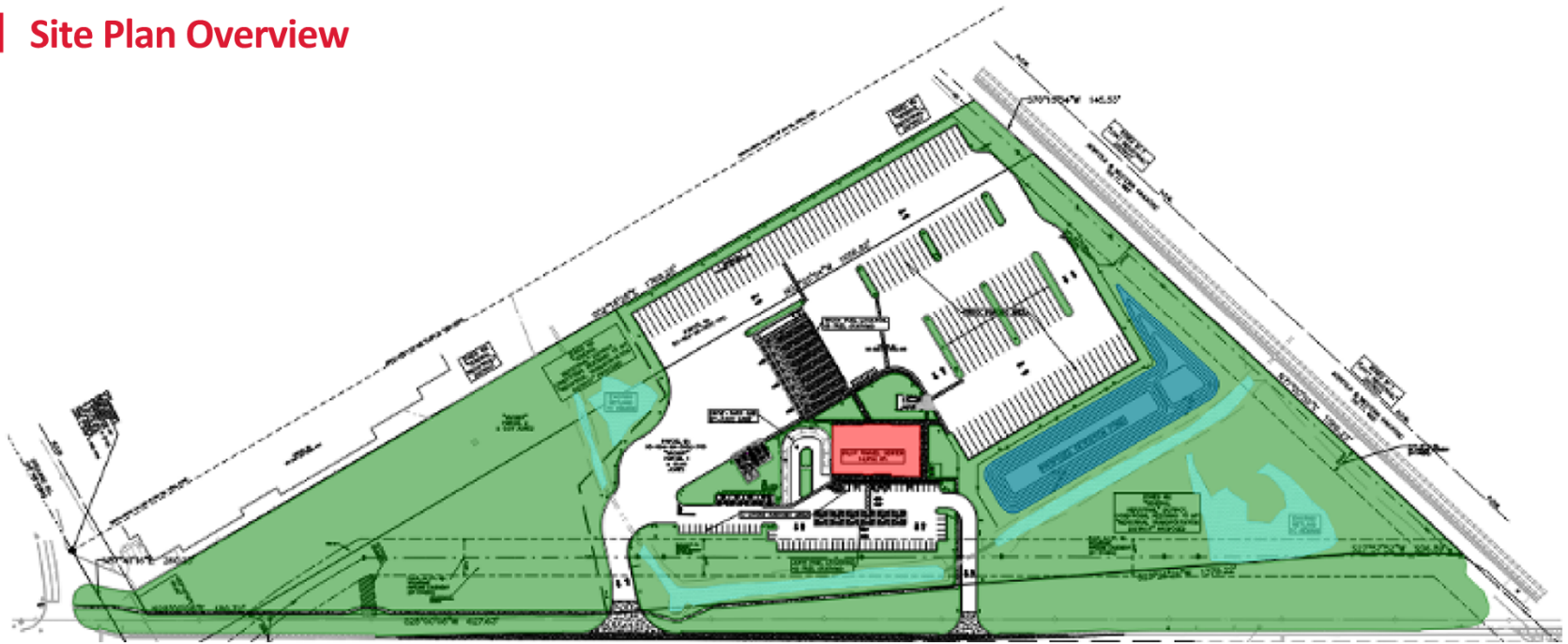
- Current zoning classification:
 - General Industrial District (M-2)
- Surrounding properties are zoned M-2 and are developed with a variety of industrial uses, most of which are truck intensive.

Proposed Zoning Classification

- The site is proposed to be zoned Industrial Transportation District (M-T) with a Conditional Rezoning Agreement and Special Land Use (SLU) permit.
 - Aligns with existing industrial development along Goddard Road.
 - Based on language in the Master Plan, an M-T use aligns with the Master Plan and complements adjacent M-2 uses.



Site Plan Overview



Site Plan Highlights

- 14,792 sf Travel Center building with Wendy's Restaurant & drive thru
- 8 Diesel Fueling Positions
- 12 auto fueling positions
- 8 EV charging stalls
- 141 Truck Parking Spaces
- 73 Car Parking Spaces
- Dog park

Natural Buffering & Preserving Wetlands

- Setbacks and landscape buffering was increased by 50%
- Working with EGLE to keep disturbance of existing wetlands and trees to a minimum

➤ Building Exterior



➤ Building Exterior



- 4/27/26 Study Session Concerns on Traffic Response:
 - Vining Road Gap Study
 - Vining Road Crash Analysis
 - I-94 Modernization Project Summary
 - NB-to-SB Crossing North of I-94 Truck Turning Movement



➤ Vining Road Improvements

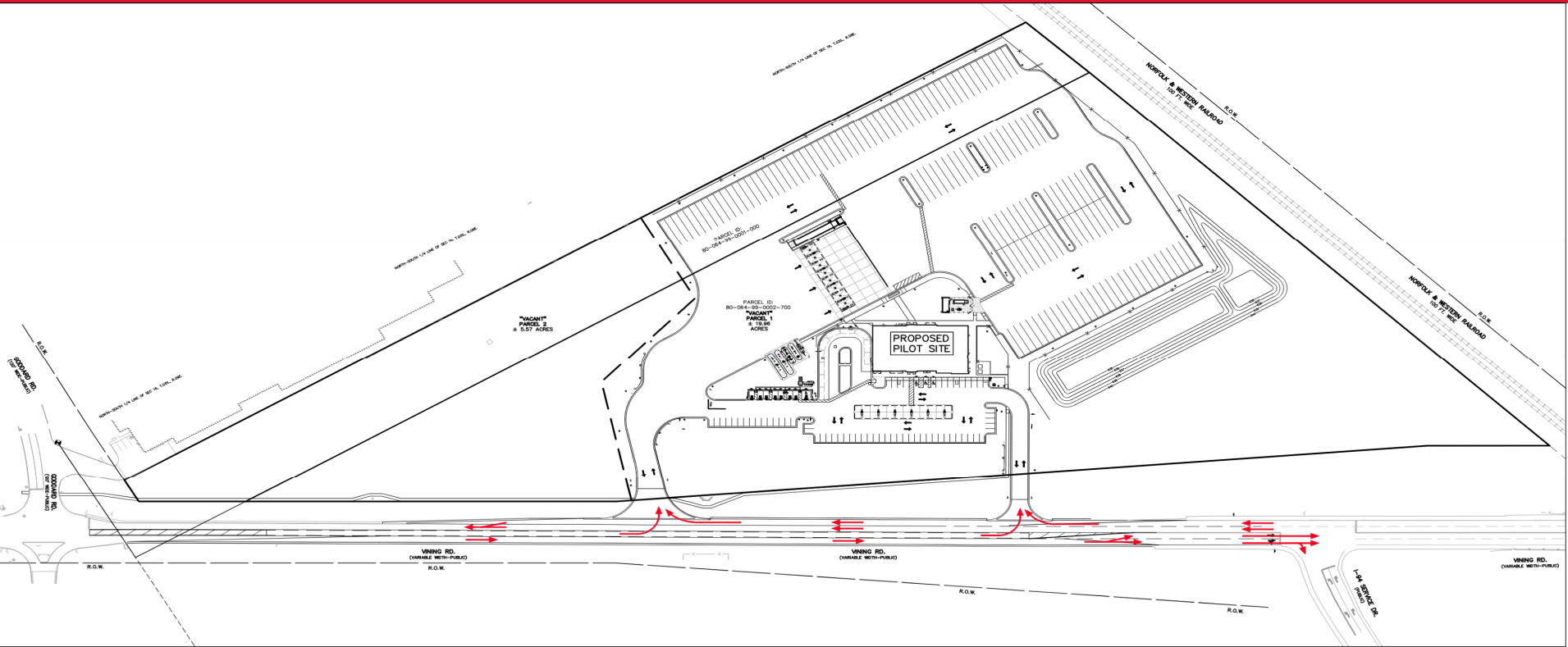
Proposed Improvements Along Vining Road Include:

- Continuation of two (2) south bound lanes with the right lane being a right turn only lane to access site
- Addition of a center left turn lane extending between both access drives to the site
- Proposed striping and signage for through traffic in left lane and through-right traffic in right lane at I-94 service drive intersection





Proposed Overall Plan



OVERALL PLAN

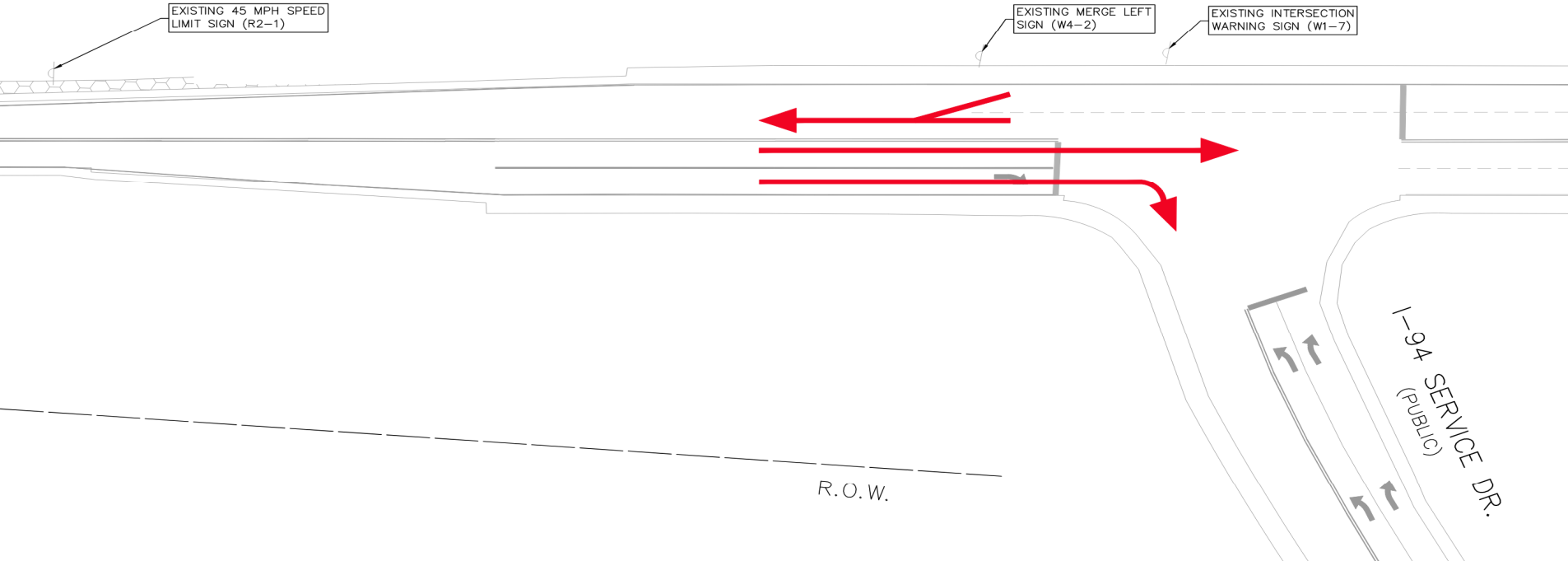


LEGEND:



DIRECTION OF PROPOSED TRAFFIC FLOW

Existing Road Conditions - North



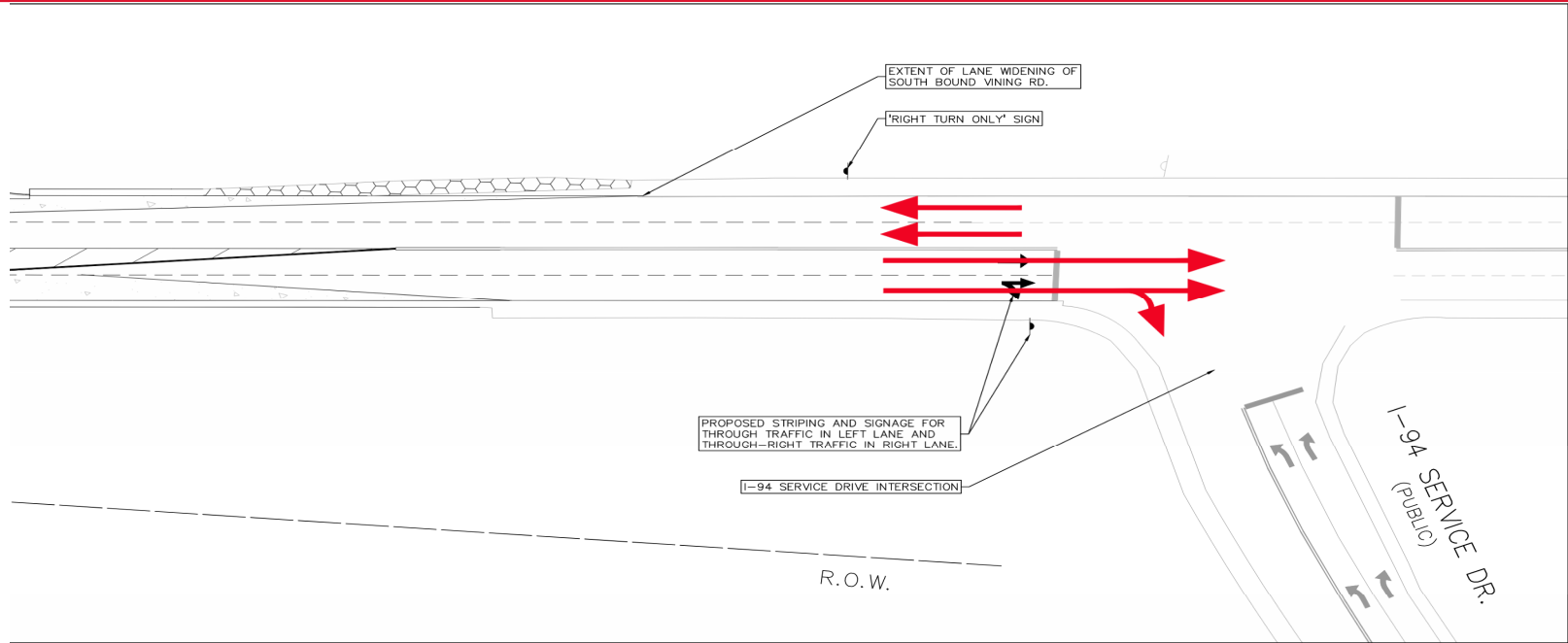
EXISTING ROAD CONDITIONS - NORTH



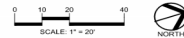
LEGEND:



Proposed Road Conditions - North



PROPOSED ROAD IMPROVEMENTS - NORTH

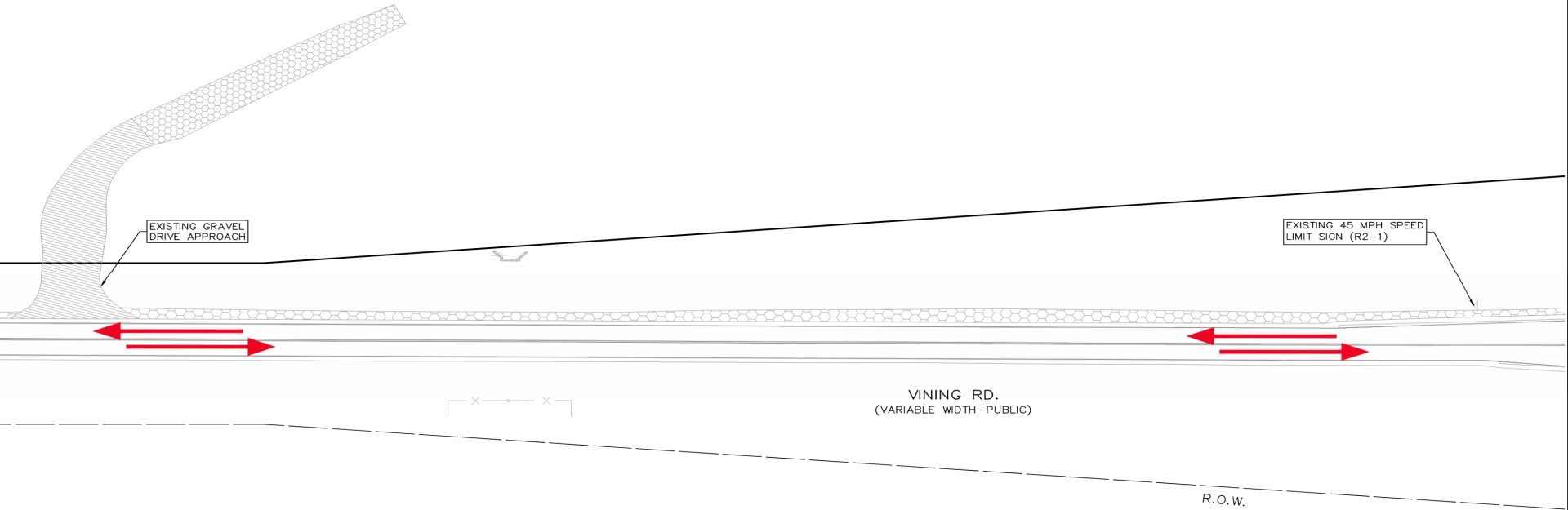


LEGEND:

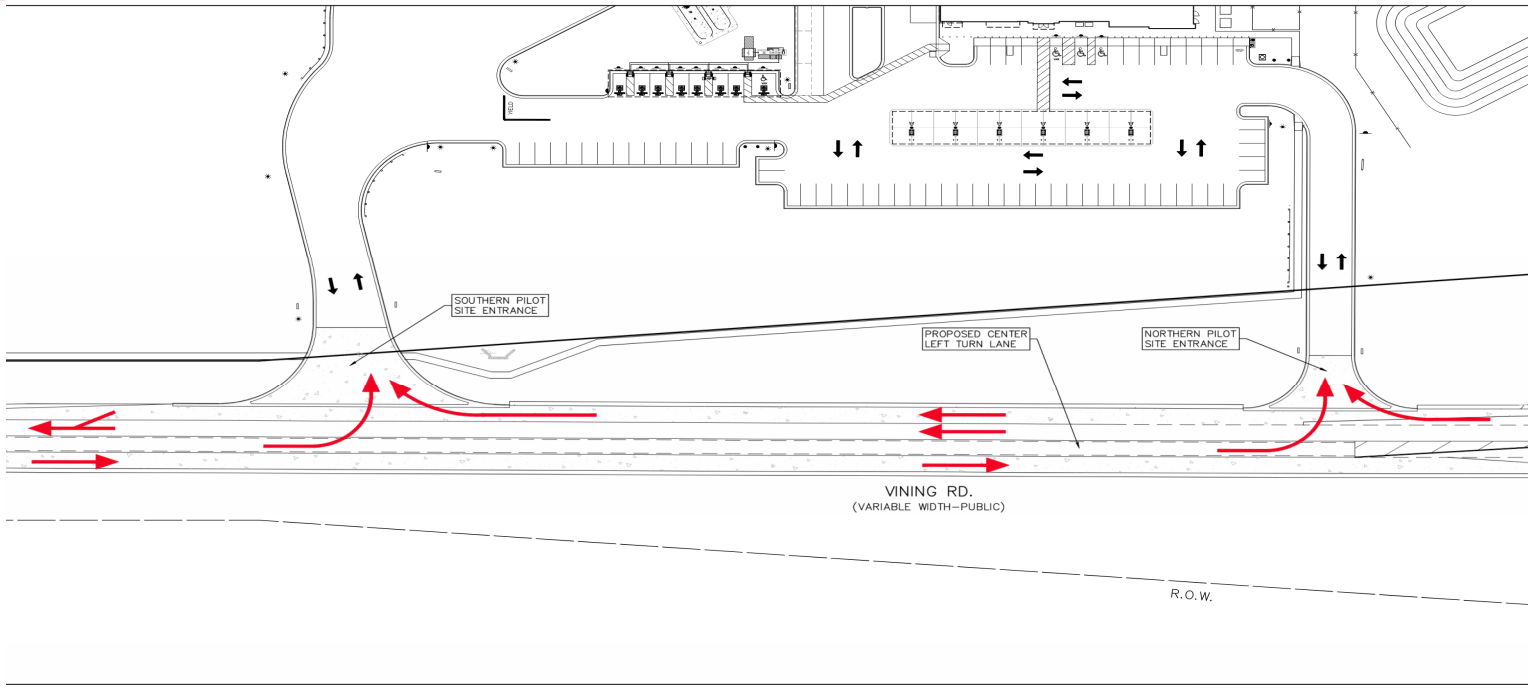
 DIRECTION OF PROPOSED TRAFFIC FLOW

- VINLING ROAD IMPROVEMENT NOTE:**
- THE PROPOSED IMPROVEMENTS ALONG VINLING ROAD CONSIST OF THE FOLLOWING:
- CONTINUATION OF TWO (2) SOUTH BOUND LANES WITH THE RIGHT LANE BEING A RIGHT TURN ONLY LANE TO ACCESS THE SITE
 - ADDITION OF A CENTER LEFT TURN LANE EXTENDING BETWEEN BOTH ACCESS DRIVES TO THE SITE
 - PROPOSED STRIPING AND SIGNAGE FOR THROUGH TRAFFIC IN LEFT LANE AND THROUGH-RIGHT TRAFFIC IN RIGHT LANE AT I-94 SERVICE DRIVE INTERSECTION

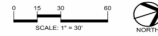
Existing Road Conditions - South



➤ Proposed Road Conditions - South



PROPOSED ROAD IMPROVEMENTS - SOUTH



LEGEND:

➔ DIRECTION OF PROPOSED TRAFFIC FLOW

VINLING ROAD IMPROVEMENT NOTE:

THE PROPOSED IMPROVEMENTS ALONG VINLING ROAD CONSIST OF THE FOLLOWING:

- CONTINUATION OF TWO (2) SOUTH BOUND LANES WITH THE RIGHT LANE BEING A RIGHT TURN ONLY LANE TO ACCESS THE SITE
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- PROPOSED STRIPING AND SIGNAGE FOR THROUGH TRAFFIC IN LEFT LANE AND THROUGH-RIGHT TRAFFIC IN RIGHT LANE AT I-94

Data

- Study conducted on 4/29/26 on Vining Rd in vicinity of proposed truck access driveway
- Study was performed to determine number of acceptable gaps in traffic to accommodate ingress and egress truck left-turn movements
- Study was performed on a typical weekday for a period of 12 hours (6:00AM to 6:00PM)

Results

- The number of available acceptable gaps exceeds the projected truck traffic demand generated by the proposed development.
- At the peak hour, there are **90+ gaps per hour** of sufficient size to accommodate 22 trucks per hour turning left out of the site

Table 1: Vining Road & Site Drives – Gap Data

Movement		Left-Turn onto Vining Road	Right-Turn onto Vining Road	Left-Turn from Vining Road
Critical Headway (sec)		12.2	10.5	7.5
Number of Available Gaps	6:00 AM to 7:00 AM	104	117	143
	7:00 AM to 8:00 AM	110	126	145
	8:00 AM to 9:00 AM	107	131	158
	9:00 AM to 10:00 AM	111	128	151
	10:00 AM to 11:00 AM	115	136	158
	11:00 AM to 12:00 PM	104	128	166
	12:00 PM to 1:00 PM	95	121	158
	1:00 PM to 2:00 PM	110	132	153
	2: 00 PM to 3:00 PM	99	136	168
	3:00 PM to 4:00 PM	94	122	156
	4:00 PM to 5:00 PM	91	112	153
	5:00 PM to 6:00 PM	91	114	154
AM Peak Hour Truck Demand		18	3	3
PM Peak Hour Truck Demand		22	4	4

Traffic Simulation

Study Data

- Study area: Vining Road between Goddard Road and WB I-94 Exit-Ramp
- Study time period: January 1, 2020 to December 31, 2024
- Data source: Michigan Traffic Crash Facts (MTCF) historical crash database

Vining Road Locations	2020		2021		2022		2023		2024		Total Crashes	HV In Crash
	Total	HV	Total	HV	Total	HV	Total	HV	Total	HV		
WB I-94 Exit-Ramp (Intersection)	2	0	4	0	3	2	3	1	4	0	16	3
EB I-94 Exit-Ramp (Intersection)	0	0	1	0	1	0	1	0	1	1	4	1
I-94 Service Drive (Intersection)	0	0	0	0	4	1	3	0	1	0	8	1
Goddard Road (Intersection)	0	0	4	1	2	0	0	0	1	0	7	1
WB I-94 Exit-Ramp to Goddard Road (Segment)	3	0	1	0	0	0	2	0	1	0	7	0
Total Crashes	5	0	10	1	10	3	9	1	8	1	42	6
Truck Crashes (%)	0%		10%		30%		11%		13%		14%	

Results

- Over a 5 year period, 42 total crashes occurred.
- Only 6 crashes involved heavy vehicles.
- Only 1 of the crashes resulted in an injury.

Vining Road Locations	Fatalities	"A" Injuries	"B" Injuries	"C" Injuries
WB I-94 Exit-Ramp (Intersection)	0	0	1	0
EB I-94 Exit-Ramp (Intersection)	0	0	0	0
I-94 Service Drive (Intersection)	0	0	0	0
Goddard Road (Intersection)	0	0	0	0
WB I-94 Exit-Ramp to Goddard Road (Segment)	0	0	0	0
Total	0	0	1	0

Interchanges & Ramps

Interchanges and Ramps will be modernized to improve traffic flow and reduce weaving and merge conflicts

Additional Travel Lane

Additional capacity improvements are intended to improve traffic operations and reduce congestion-related safety concerns along the corridor

Freeway Courtesy Patrol

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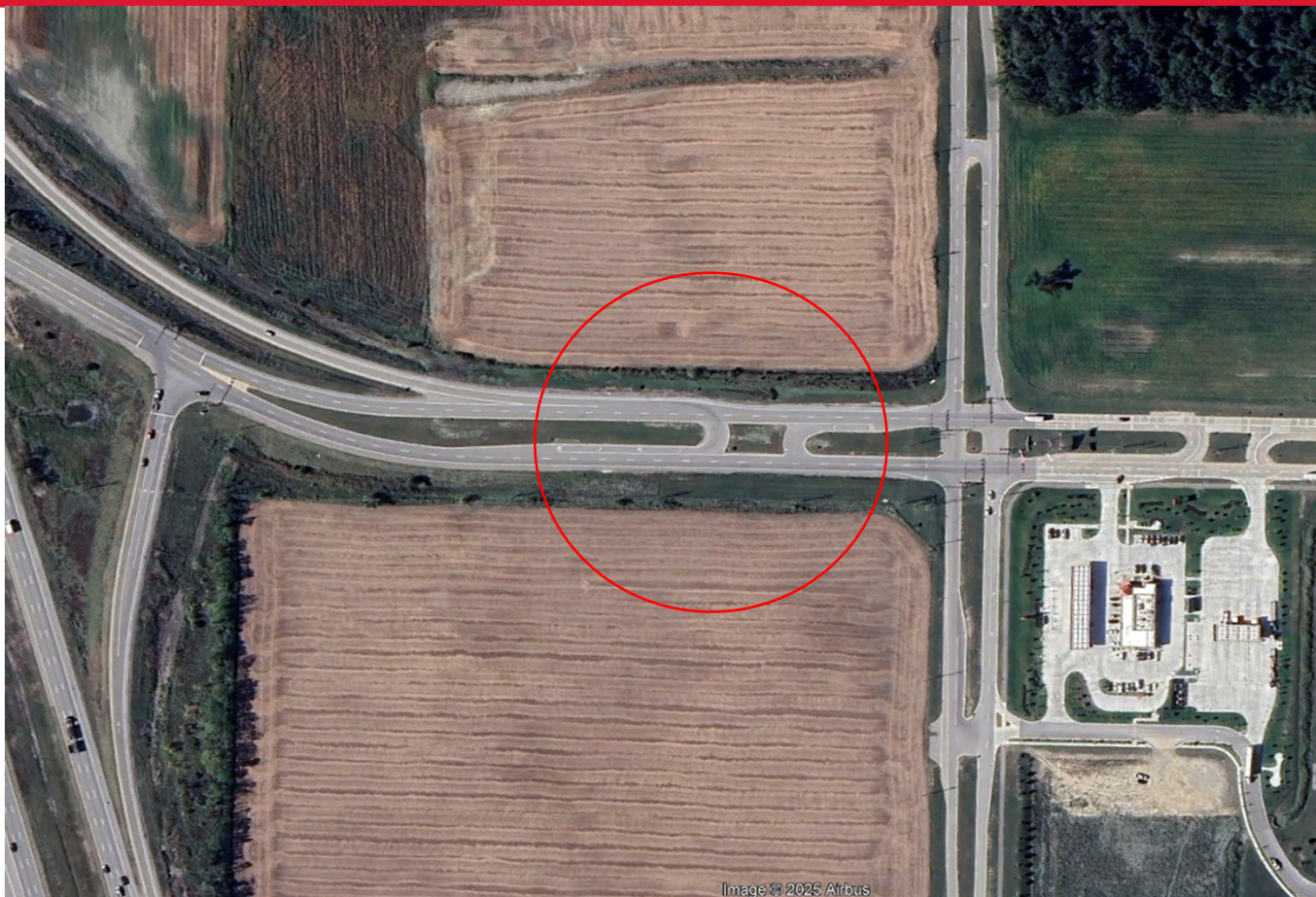


Image © 2025 Airbus

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SEE YOU OUT HERE™



City of Romulus

Chairperson’s Report, Tina Talley, Mayor Pro-Tem

Council Meeting Held: **June 8, 2026**

Item No. **A.**

General Description: Boards & Commissions Updates

Resolution No. _____

<i>Moved by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Seconded by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

<i>Ayes:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Nays:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Abstain:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

**MOTION CARRIED
UNANIMOUSLY**

MOTION CARRIED

MOTION FAILED



City of Romulus

Chairperson's Report, Tina Talley, Mayor Pro-Tem

Council Meeting Held: **June 8, 2026**

Item No. B.

General Description: Approval of the Chairperson's Report

Resolution No. _____

<i>Moved by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Seconded by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

<i>Ayes:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Nays:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Abstain:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

**MOTION CARRIED
UNANIMOUSLY**

MOTION CARRIED

MOTION FAILED



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **June 8, 2026**

Item No. **A.**

General Description: Amendment #6 to Water Services Contract with Great Lakes Water Authority

Resolution No. _____

<i>Moved by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Seconded by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

<i>Ayes:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Nays:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Abstain:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Amendment #6 to Water Services Contract with Great Lakes Water Authority
DATE: June 2, 2026

I concur with the recommendation of Roberto Scappaticci, DPW Director and legal counsel, and respectfully request Council adopt the attached Amendment #6 to the Water Service Contract between Great Lakes Water Authority and the City of Romulus.

Motion by _____, supported by _____, to concur with the administration and adopt the attached Amendment #6 to the Water Service Contract between Great Lakes Water Authority and the City of Romulus.

Interoffice Memorandum

TO: Mayor Robert McCraight

FROM: Roberto J. Scappaticci, Director of Public Service & Works

CC: Don Straub, Deputy Director of Public Works
Maria Farris, Director of Finance

DATE: June 1st, 2026

**SUBJECT: Amendment #6 to Water Services Contract with Great Lakes
Water Authority (GLWA)**

Dear Mayor,

We are asking City Council approval of the amendment #6 of the Water Services Contract between the City of Romulus and Great Lakes Water Authority (GLWA). GLWA scheduled a contract re-opener for the City of Romulus DPW in April 2026.

Below is a summary of the new Max Day and Peak Hour Demands that have been negotiated with GLWA based on our recent consumption since our last contract modification:

Max Day decreased from 7.71 MGD to 7.43 MGD.
Peak Hour decreased from 9.73 MGD to 9.05 MGD.

This reduced consumption & demand will most likely result in our over revenue requirements being reduced leading to a favorable purchase price from GLWA. Our new rate will be calculated in spring of 2027.

Please see the attached approval letter from City Attorney David Greco approving the contract amendment. At this time, the DPW recommends that the resolution and agreements are executed.

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

y:\admin documents\water\contract\2026 reopener\memo to council.docx

**AMENDMENT NO. 6 TO WATER SERVICE CONTRACT
BETWEEN
GREAT LAKES WATER AUTHORITY
AND
CITY OF ROMULUS**

This Amendment No. 6 (“Amendment”) is made between the Great Lakes Water Authority, a municipal authority and public body corporate (“GLWA”), and the City of Romulus, a municipal corporation (“Member Partner”). GLWA and Member Partner are collectively referred to as the “Parties”.

RECITALS

- A. GLWA leases, operates, and maintains the public water supply system owned by the City of Detroit (“System”); and
- B. On April 28, 2009, the Parties entered a Water Service Contract (“Contract”) reflecting the terms and conditions governing the delivery and purchase of potable water, as subsequently amended and assigned; and
- C. The Contract provides for periodic reopening on a four-year schedule, of which the Parties wish to avail themselves; and
- D. Article 15 of the Contract permits the Parties to amend the Contract by mutual agreement; and
- E. In consideration of the mutual undertakings of the Parties and for the benefit of the public, it is the mutual desire of the Parties to enter this Amendment to amend the Contract as set forth in detail in the following sections.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

- 1. Exhibit A of the Contract is amended by deleting in its entirety the existing Exhibit A and substituting the attached Exhibit A in its place.
- 2. Exhibit B of the Contract is amended by deleting in its entirety the existing Exhibit B and substituting the attached Exhibit B in its place.
- 3. Except for the provisions of the Contract specifically contained in this Amendment, all other terms, conditions, and covenants contained in the Contract shall remain in full force and effect and as set forth in the Contract.
- 4. This Amendment to the Contract shall be effective and binding upon the Parties when it is signed and acknowledged by the duly authorized representatives of both Parties and is approved by Member Partner’s governing body and the GLWA Board of Directors.

(Signatures appear on next page)

Accordingly, GLWA and Member Partner, by and through their duly authorized officers and representatives, have executed this Amendment.

City of Romulus:

By: _____
Robert A. McCraight
Mayor

By: _____
Ellen L. Craig-Bragg
City Clerk

APPROVED BY
ROMULUS CITY COUNCIL ON: _____
Date

Great Lakes Water Authority:

By: _____
Suzanne R. Coffey, P.E.
Chief Executive Officer

Dated: _____

APPROVED BY
GLWA BOARD OF DIRECTORS ON: _____
Date

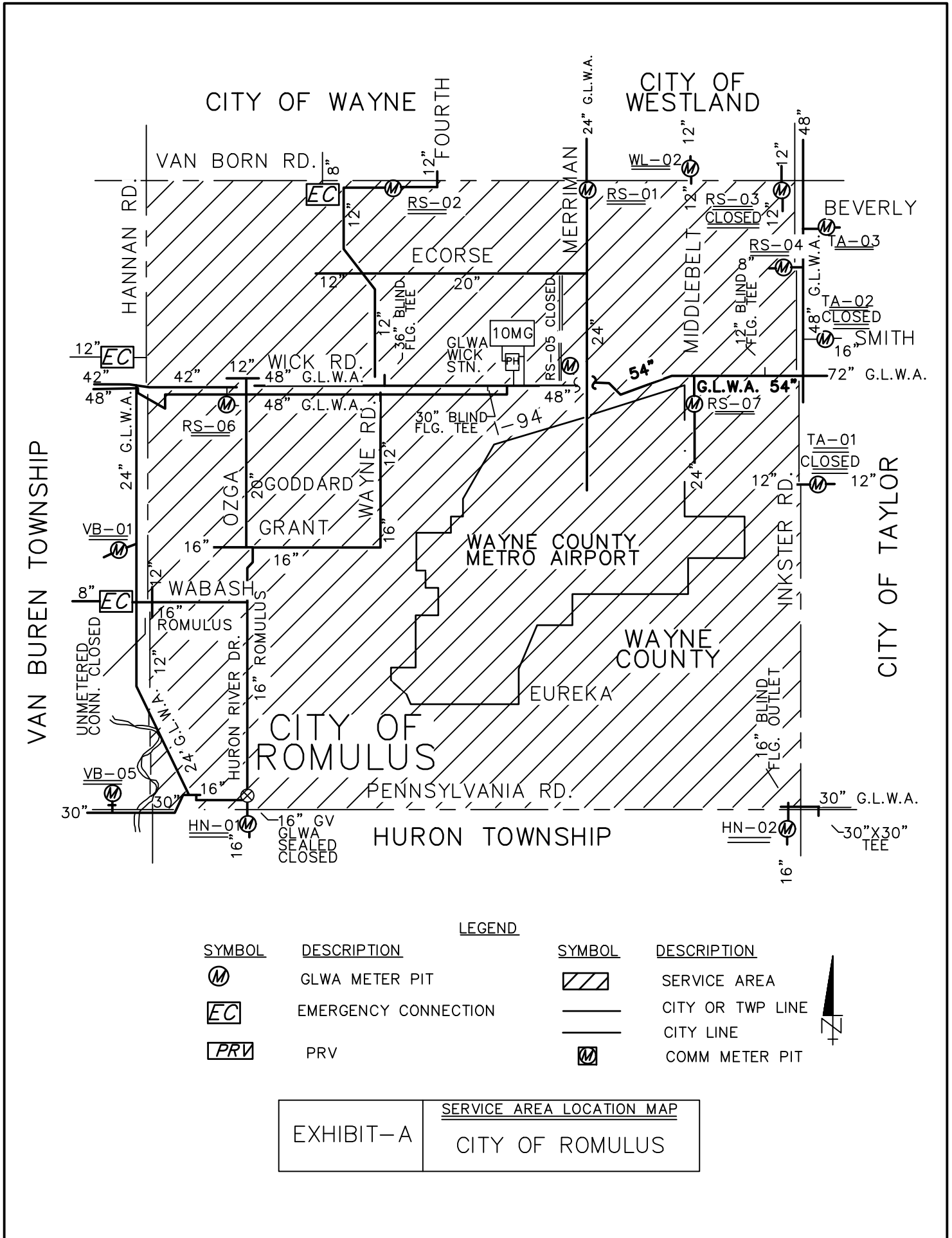
APPROVED AS TO FORM BY
GLWA GENERAL COUNSEL ON: _____
Signature/Date

EXHIBIT A

Customer's Water Distribution Points

This Exhibit contains the following information:

1. The corporate limits of Customer;
2. The agreed upon water Service Area of Customer which (a) may or may not be entirely within the corporate limits of Customer and (b) which may or may not include the entire area within the Customer's corporate limits;
3. The specific location of the Water Distribution Points, including any Board approved emergency connections;
4. The designation of appurtenances to be maintained by Customer and those to be maintained by the Board; and
5. A list of any closed meter locations.



SYMBOL		DESCRIPTION	
(M)	GLWA METER PIT	(Hatched Box)	SERVICE AREA
(EC)	EMERGENCY CONNECTION	(Solid Line)	CITY OR TWP LINE
(PRV)	PRV	(Dashed Line)	CITY LINE
		(M)	COMM METER PIT



EXHIBIT-A SERVICE AREA LOCATION MAP
CITY OF ROMULUS

EXHIBIT A

City of Romulus Emergency Connections:

Connection to Van Buren Twp

8" GV&W at the intersection of Wabash and Hannan

Connection to Van Buren Twp

12" GV&W at the intersection of Tyler and Hannan

Connection to City of Wayne

6" GV&W at the intersection of Woodward St. and Van Born

Connection to City of Wayne

8" GV&W at the intersection of Wayne Road and Van Born

City of Romulus Master Meters Not In Service:

RS-03

RS-05

City of Romulus Water Customers Outside Corporate Limits:

VAN BUREN TOWNSHIP

13610	HANNAN	8090	HANNAN	12800	HANNAN	14510	HANNAN
14354	HANNAN	7900	HANNAN	12662	HANNAN	12692	HANNAN
13304	HANNAN	15200	HANNAN	11172	HANNAN	15090	HANNAN
13552	HANNAN	9600	HANNAN	12084	HANNAN	13156	HANNAN
13670	HANNAN	8432	HANNAN	8310	HANNAN	13430	HANNAN
16084	HANNAN	15350	HANNAN	13390	HANNAN	8812	HANNAN
16300	HANNAN	9680	HANNAN	14018	HANNAN	8880	HANNAN
15070	HANNAN	8200	HANNAN	7830	HANNAN	16060	HANNAN
9440	HANNAN	9500	HANNAN	13066	HANNAN	14540	HANNAN
16550	HANNAN	12208	HANNAN	12154	HANNAN	15504	HANNAN A
13760	HANNAN	10826	HANNAN	12904	HANNAN	15504	HANNAN B
13650	HANNAN	10910	HANNAN	8250	HANNAN	16580	CHRISTY LANE
14560	HANNAN	12624	HANNAN	14640	HANNAN	16620	CHRISTY LANE
14102	HANNAN	10350	HANNAN	13190	HANNAN	16640	CHRISTY LANE
14850	HANNAN	12260	HANNAN	16190	HANNAN	39445	PRICE
14144	HANNAN	12426	HANNAN	13688	HANNAN	39576	PRICE
15150	HANNAN	12448	HANNAN	16450	HANNAN	39582	PRICE
14228	HANNAN	12234	HANNAN	7880	HANNAN	39523	PRICE
13800	HANNAN	16230	HANNAN	13130	HANNAN	39591	PRICE
15000	HANNAN	15454	HANNAN	12462	HANNAN	39650	WABASH
13900	HANNAN	7850	HANNAN	13558	HANNAN		
12970	HANNAN	15100	HANNAN	12286	HANNAN		

TAYLOR

6147	INKSTER	5977	INKSTER	6945	INKSTER	6163	INKSTER
6123	INKSTER	6041	INKSTER	5915	INKSTER	27327	VAN BORN
6191	INKSTER	6111	INKSTER	8900	INKSTER		
8831	INKSTER	5943	INKSTER	7155	INKSTER		
6273	INKSTER	6675	INKSTER	6917	INKSTER		

HURON TOWNSHIP

28255	PENNSYLVANIA	28601	PENNSYLVANIA	30935	PENNSYLVANIA
32505	PENNSYLVANIA	30409	PENNSYLVANIA	30877	PENNSYLVANIA
32649	PENNSYLVANIA	32285	PENNSYLVANIA	31005	PENNSYLVANIA
29915	PENNSYLVANIA	28095	PENNSYLVANIA	28275	PENNSYLVANIA
28645	PENNSYLVANIA	28545	PENNSYLVANIA	32629	PENNSYLVANIA
28801	PENNSYLVANIA	27791	PENNSYLVANIA	32223	PENNSYLVANIA
28711	PENNSYLVANIA	31831	PENNSYLVANIA	30965	PENNSYLVANIA
27905	PENNSYLVANIA	28401	PENNSYLVANIA	28805	PENNSYLVANIA
28151	PENNSYLVANIA	29965	PENNSYLVANIA	30847	PENNSYLVANIA
28105	PENNSYLVANIA	31985	PENNSYLVANIA		

WAYNE

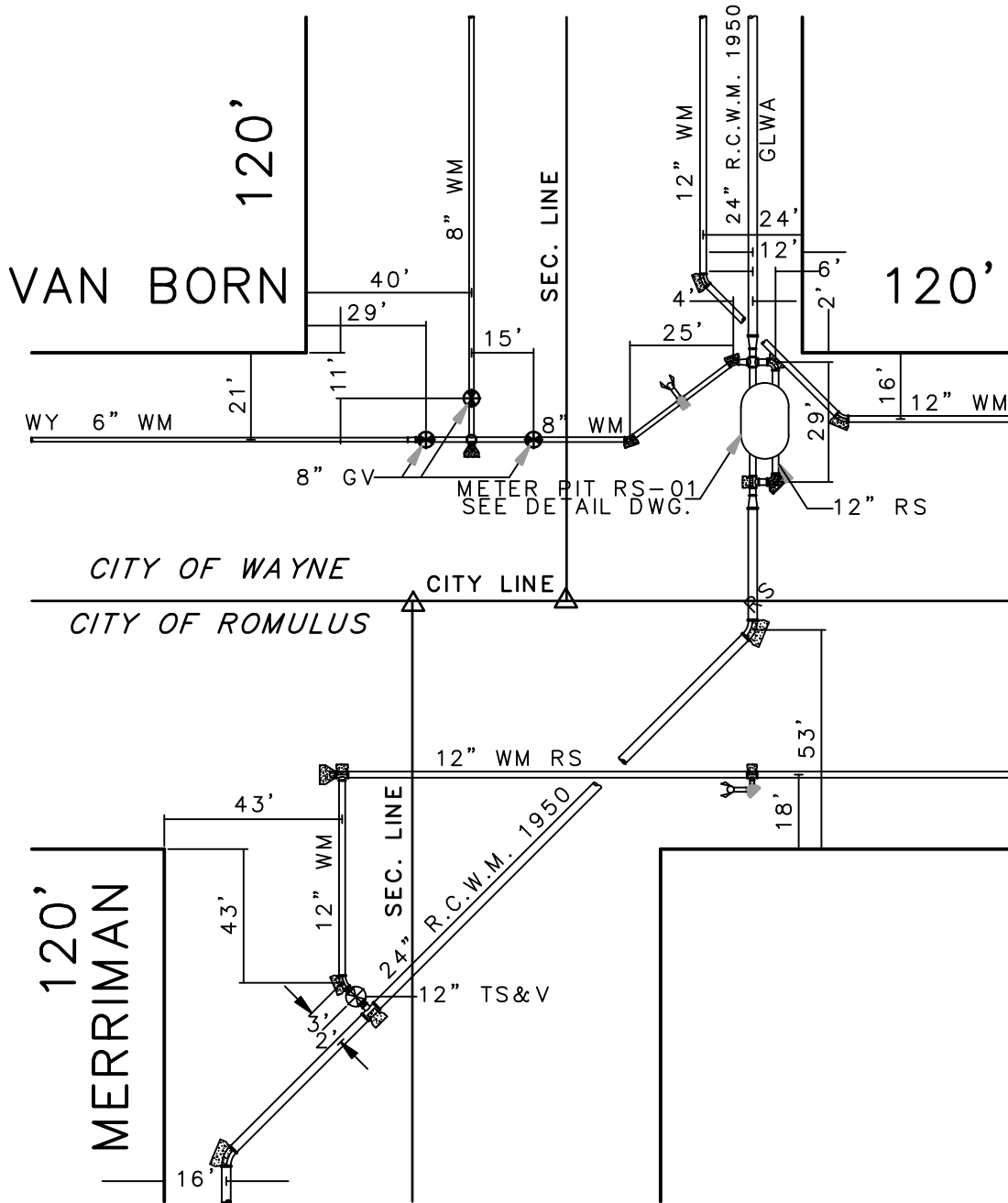
7880	HANNAN	36110	VAN BORN	35728	VAN BORN
35820	VAN BORN	36150	VAN BORN		

WESTLAND

30870	VAN BORN	30888	VAN BORN		
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EXHIBIT-A RS-01

CITY OF ROMULUS



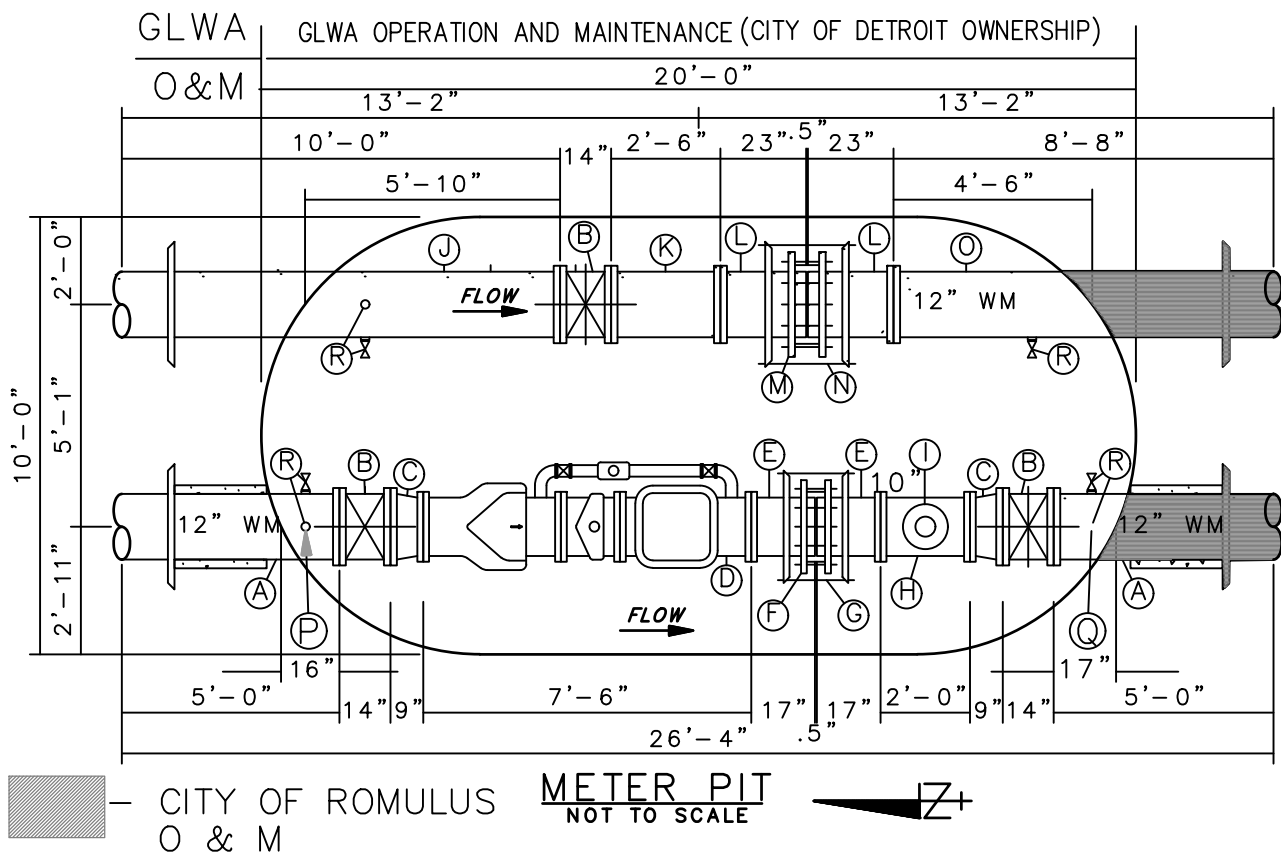
- RS- CITY OF ROMULUS OWNERSHIP AND MAINTENANCE
- WY- CITY OF WAYNE OWNERSHIP AND MAINTENANCE
- GLWA-GREAT LAKES WATER AUTHORITY OWNERSHIP AND MAINTENANCE (CITY OF DETROIT OWNERSHIP)

LOCATIONS SUBJECT TO VERIFICATION IN THE FIELD.

SITE PLAN
NOT TO SCALE



EXHIBIT-A RS-01 VAN BORN AND MERRIMAN CITY OF ROMULUS



LEGEND			
TAG	QTY.	DESCRIPTION OF MAJOR NEW EQUIPMENT	SIZE
A	2	F-PE PIPE, ANCHOR PLATE, RESTRAINT EARS	12" x 5'-0"
B	3	FLGD. GATE VALVES, 14" F-F, 'A.F.C.'	12"
C	2	FLDG. CONCENTRIC REDUCERS, 9" F-F	12" x 10"
D	1	FLDG. SENSUS FIRELINE METER, W5500 HSP, 90" F-F	10" x 2"
E	2	F-PE PIPE, RESTRAINT EARS, GADR	10" x 1'-5.5"
F	1	DRESSER STYLE PIPE COUPLING	10"
G	LOT	COUPLING RESTRAINT: (4) 30" LONG THRD. RODS	1" EACH
H	1	FLGD. TEST TEE, 24.5" F-F	10" x 3"
I	1	TEST TEE ASSEMBLY	-
J	1	F-PE PIPE, RESTRAINT EARS	12" x 10'-0.25"
K	1	F-F PIPE	12" x 2'-6"
L	2	F-PE PIPE, RESTRAINT EARS, GADR	12" x 1'-11.5"
M	1	DRESSER STYLE PIPE COUPLING	12"
N	LOT	COUPLING RESTRAINT: (4) 36" LONG THRD. RODS	1" EACH
O	1	F-PE PIPE, RESTRAINT EARS	12" x 8'-8.25"
R	8	CORP. STOP	1"

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
MAG	0
TURBINE	4 TO 6

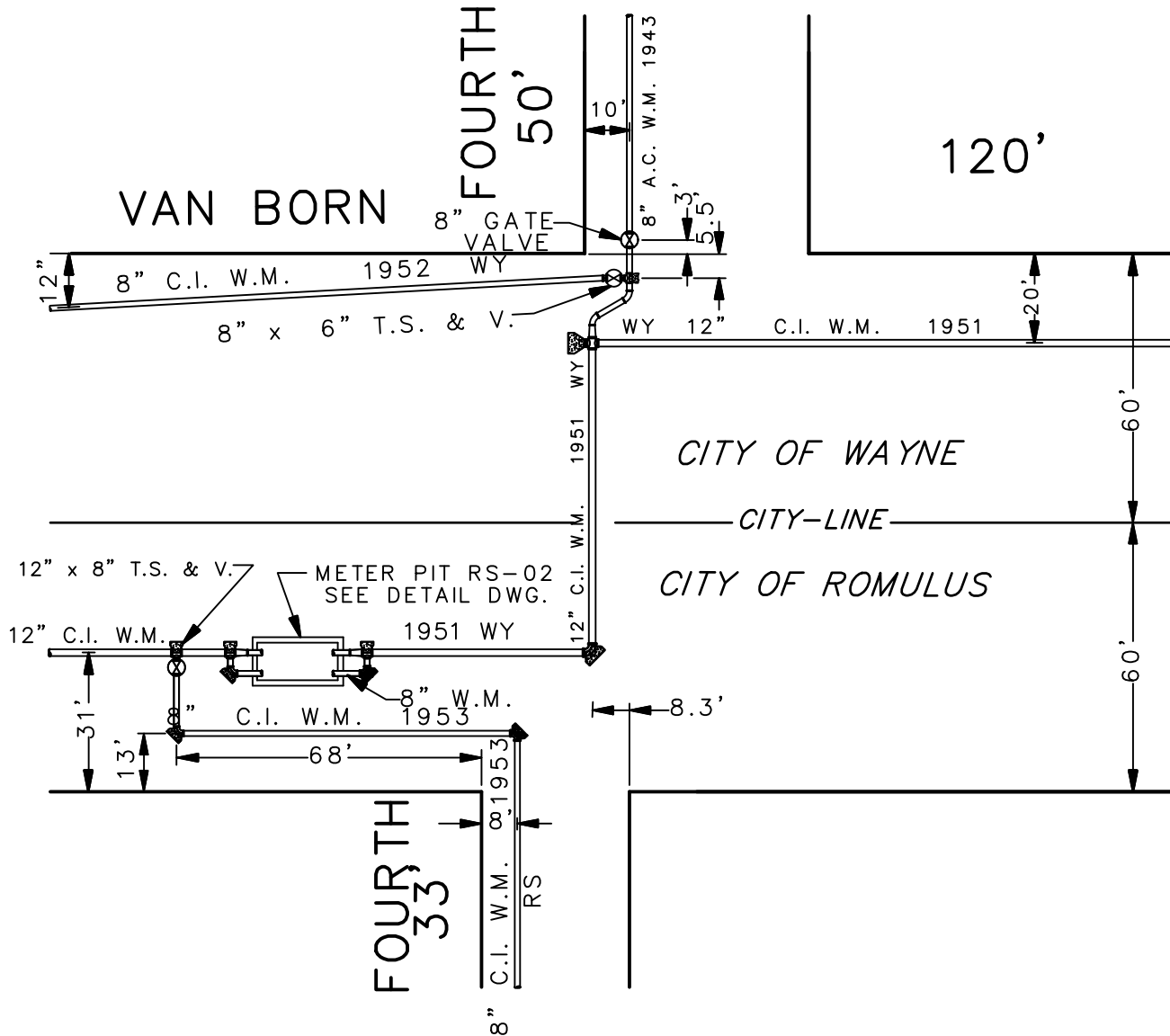
Ⓟ - UPSTREAM PRESSURE TRANSMITTER, G.L.W.A. OPERATION & MAINTENANCE (CITY OF DETROIT OWNERSHIP)

Ⓠ - DOWNSTREAM PRESSURE TRANSMITTER, G.L.W.A. OPERATION & MAINTENANCE (CITY OF DETROIT OWNERSHIP)

ADDRESS _____ 31340 VAN BORN
 FEED TO _____ CITY OF ROMULUS, DEDUCT
 FEED FROM _____ 12" METER MAIN
 TYPE OF METER _____ SENSUS TURBO
 SIZE OF METER _____ 10" x 2"
 METER NUMBER _____ 10") 1565973 & 2") 1565806
 DATE METER SET _____ 10-05-1999
 METER PIT SIZE & CONSTRUCTION _____ 18' x 9' STEEL VAULT
 GATE BOOK NO. _____ W-1768
 REMARKS _____ NONE

RS
01

EXHIBIT-A RS-02 VAN BORN AND FOURTH CITY OF ROMULUS



SITE PLAN
NOT TO SCALE



- RS- CITY OF ROMULUS
OWNERSHIP AND MAINTENANCE
- WY-CITY OF WAYNE
OWNERSHIP AND MAINTENANCE
- GLWA-GREAT LAKES WATER AUTHORITY
OWNERSHIP AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

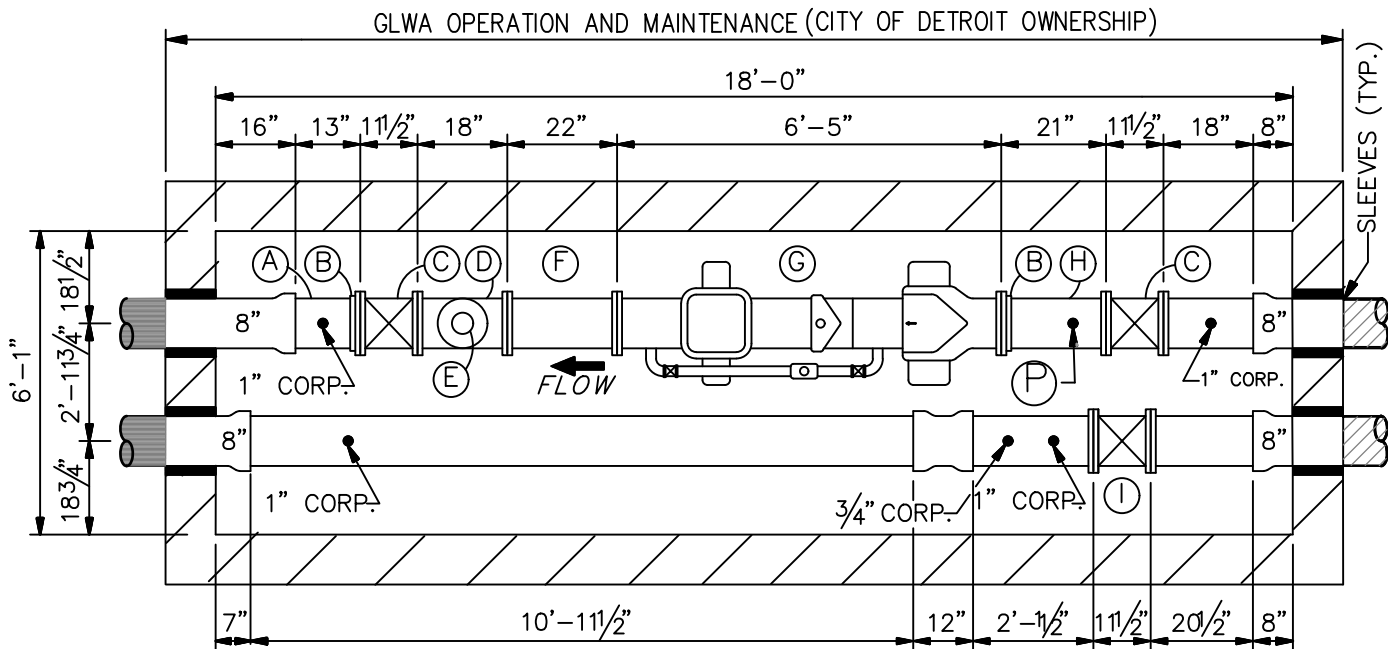
**LOCATIONS SUBJECT
TO VERIFICATION IN
THE FIELD.**



EXHIBIT-A RS-02

VAN BORN AND FOURTH

CITY OF ROMULUS



CITY OF ROMULUS O&M **METER PIT DETAIL**
 O&M IS NOT DWSD'S
 NOT TO SCALE

LEGEND			
TAG	QTY	DESCRIPTION	SIZE
A	1	1'-1" PE-PE PIPE D.I.	8"
B	2	'MEGALUG' FLANGED ADAPTERS	8"
C	2	FLGD. GATE VALVES, RESILIENT SEAT, 11½" F-F, A.F.C.	8"
D	1	FLGD. TEST TEE D.I., 9" C-F	8" x 3"
E	1	TEST TEE ASSEMBLY w/ 3" COMPANION FLANGE	-
F	1	F-F PIPE D.I.	8" x 1'-10"
G	1	FLGD. FIRELINE TURBINE METER, W3500 HSP, 77" F-F	8" x 2"
H	1	F-PE PIPE w/ 1" TAP FOR CORP. STOP, D.I.	8" x 1'-9"
I	1	GATE VALVE	8"

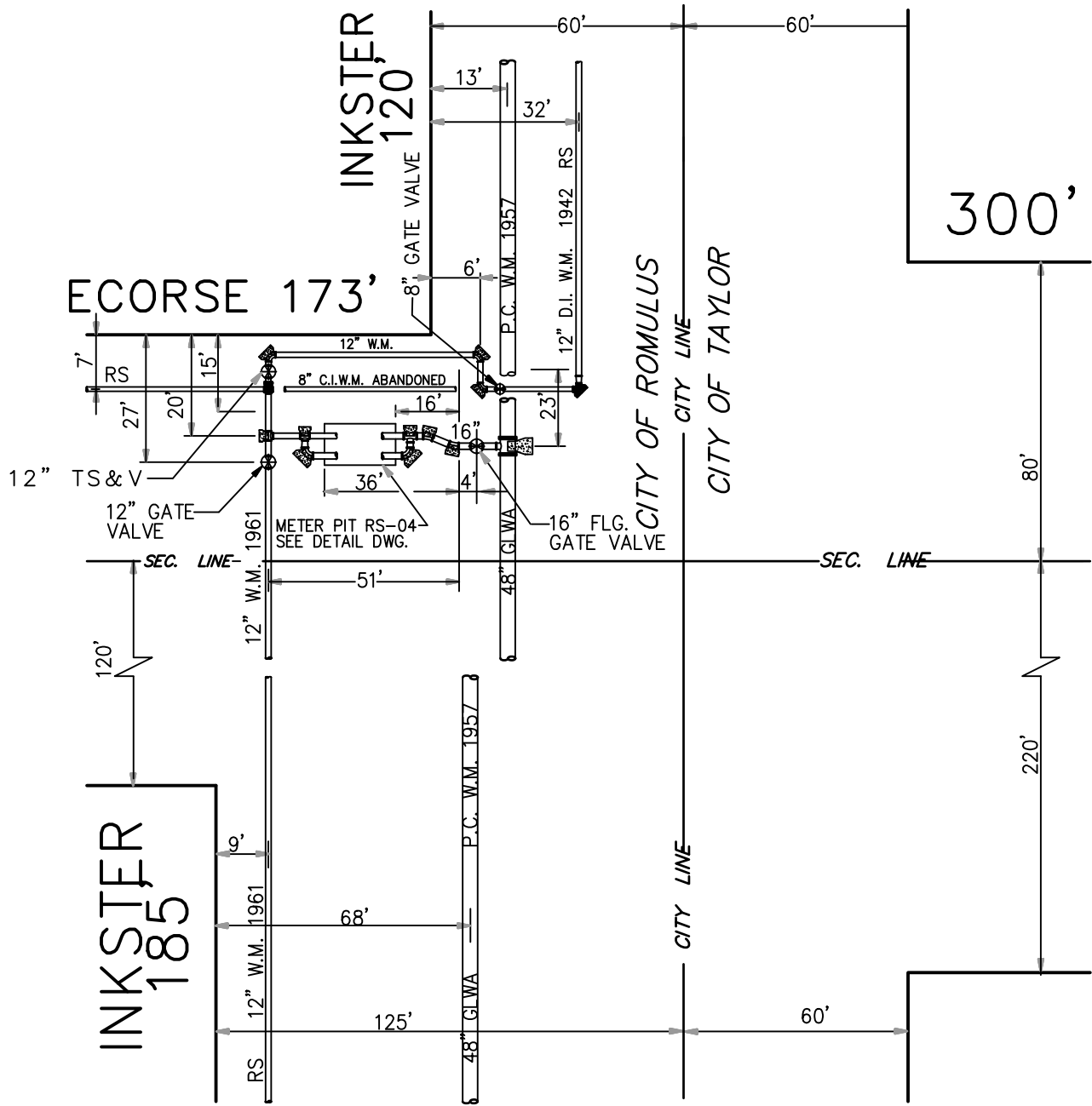
TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
MAG	0
TURBINE	4 - 6

(P) -UPSTREAM PRESSURE TRANSMITTER, G.L.W.A. OPERATION & MAINTENANCE (CITY OF DETROIT OWNERSHIP)

ADDRESS _____ 34403 VAN BORN
 FEED TO _____ CITY OF ROMULUS
 FEED FROM _____ 12" CITY OF WAYNE WATER MAIN, DEDUCT
 TYPE OF METER _____ SENSUS TURBO
 SIZE OF METER _____ 8" x 2"
 METER NUMBER _____ 8") 1565447 2")1564951
 DATE OF METER SET _____ 8/7/1999
 METER PIT SIZE & CONST. _____ 18'-0" x 6'-1" I.D. CONCRETE BLOCK
 GATE BOOK NO. _____ NONE
 REMARKS _____ NONE



EXHIBIT-A RS-04 INKSTER AND ECORSE CITY OF ROMULUS



RS- CITY OF ROMULUS
OWNERSHIP AND MAINTENANCE

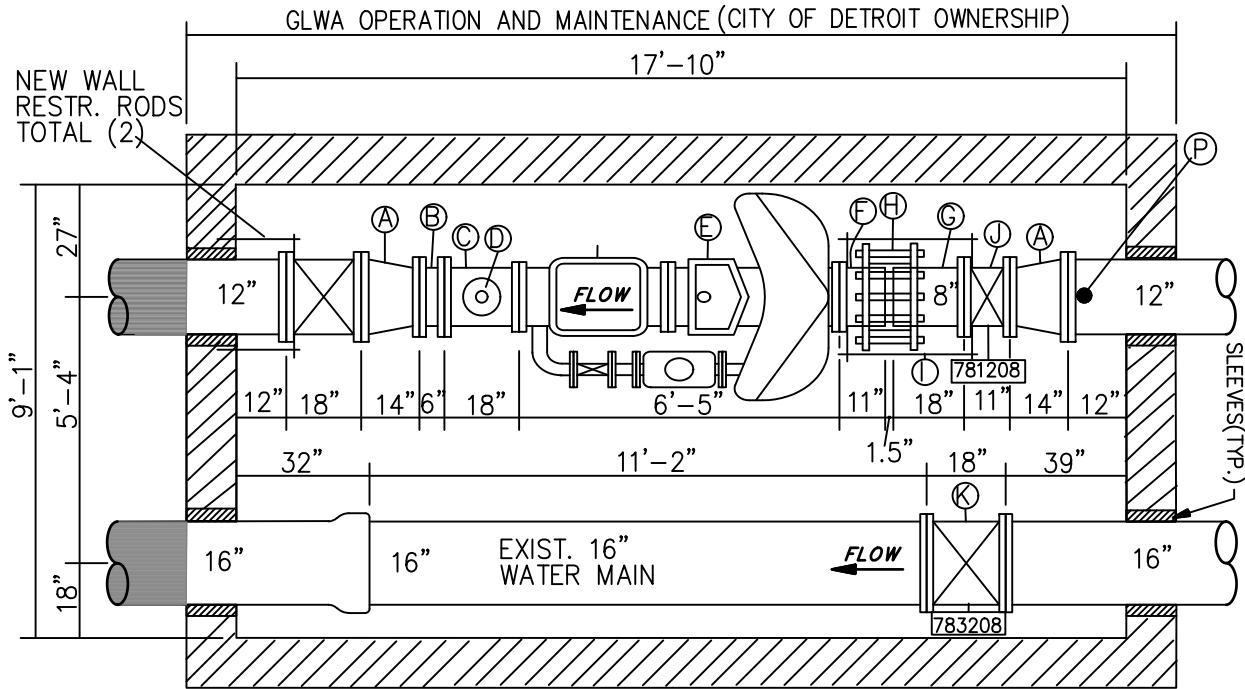
GLWA-GREAT LAKES WATER AUTHORITY
OWNERSHIP AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

LOCATIONS SUBJECT
TO VERIFICATION IN
THE FIELD.

SITE PLAN
NOT TO SCALE



EXHIBIT-A RS-04 INKSTER & ECORSE CITY OF ROMULUS



METER PIT DETAIL

CITY OF ROMULUS O&M

NOT TO SCALE



LEGEND			
TAG	QTY	DESCRIPTION	SIZE
A	2	FLGD. CONCENTRIC REDUCERS, D.I., 14" F-F	12"x8"
B	1	F-F PIPE, D.I.	8"x6"
C	1	FLGD. TEST TEE, D.I., 9" C-F	8"x3"
D	1	TEST TEE ASSEMBLY w/3" COMPANION FLANGE	-
E	1	FLGD. SENSUS FIRELINE METER, W3500, 77" F-F	8"x2"
F	1	F-PE, PIPE GADR, D.I.	8"x11.25"
G	1	F-PE PIPE, GADR, D.I.	8"x1'-6"
H	1	"DRESSER STYLE" PIPE COUPLING	8"
I	LOT	COUPLING RESTRAINTS: (4) 42" LONG THRD. RODS, (8) EAR PLATES	3/4" DIA.
J	1	FLDG. GATE VALVE, RESILIENT SEAT, 11.5" F-F, 'A.F.C.'	8"
K	2	GATE VALVE	12" & 16"

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
MAG	0
TURBINE	4 - 6

Ⓟ-UPSTREAM PRESSURE TRANSMITTER,
G.L.W.A. OPERATION & MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

ADDRESS _____ 27412 ECORSE
 FEED TO _____ CITY OF ROMULUS
 FEED FROM _____ 48" G.L.W.A. TRANS. MAIN
 TYPE OF METER _____ SENSUS TURBO
 SIZE OF METER _____ 8" x 2"
 METER NUMBER _____ 8")1565449 & 2)1565747
 DATE METER SET _____ 5 / 20 / 2000
 METER PIT CONST & SIZE _____ 17'-10" x 9'-1" I.D. BRICK
 REMARKS _____ SUN OIL CO.
 GATE BOOK _____ W-1487

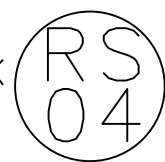
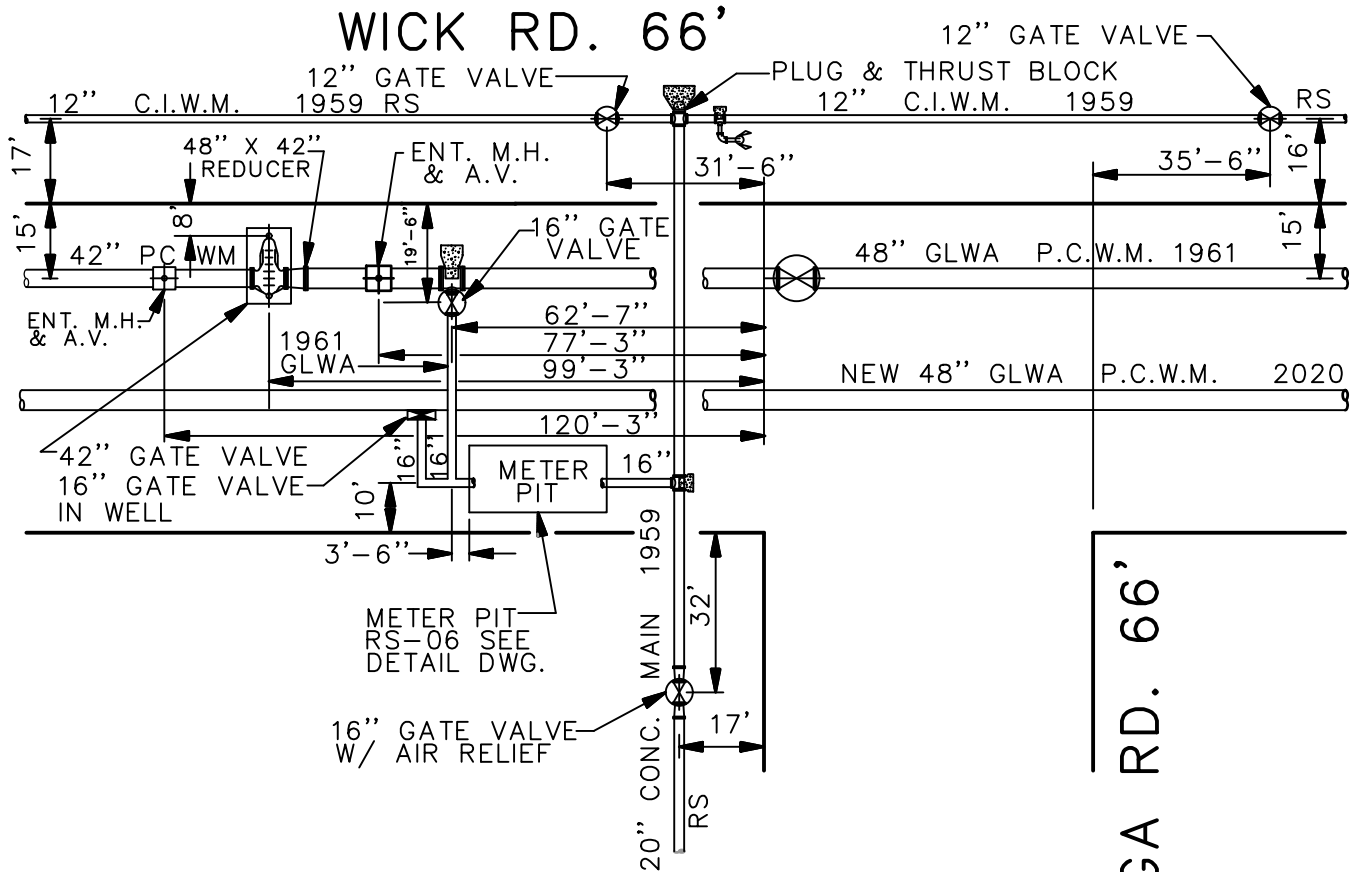


EXHIBIT-A

RS-06

WICK AND OZGA

CITY OF ROMULUS



RS- CITY OF ROMULUS
OWNERSHIP AND MAINTENANCE

GLWA-GREAT LAKES WATER AUTHORITY
OWNERSHIP AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

LOCATIONS SUBJECT
TO VERIFICATION IN
THE FIELD.



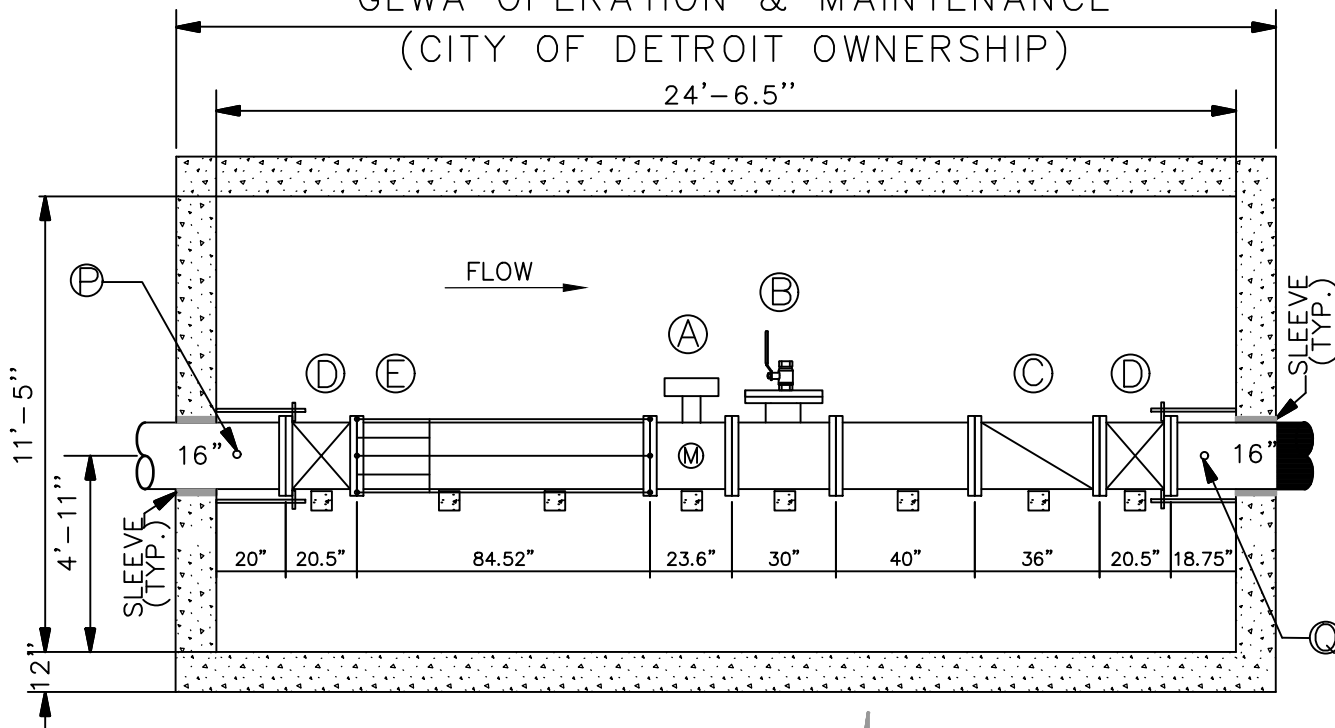
EXHIBIT-A

RS-06

WICK AND OZGA

CITY OF ROMULUS

GLWA OPERATION & MAINTENANCE
(CITY OF DETROIT OWNERSHIP)



METER PIT DETAIL
NOT TO SCALE

LEGEND			
TAG	QTY	DESCRIPTION	SIZE
A	1	MAG METER	16"
B	1	TEST TEE	16"X8"
C	1	CHECK VALVE	16"
D	2	GATE VALVE	16"
E	1	RFCA	16"

- CITY OF ROMULUS O&M
- P - UPSTREAM PRESSURE TRANSMITTER
GLWA OPERATION AND MAINTENANCE
CITY OF DETROIT OWNERSHIP
- Q - DOWNSTREAM PRESSURE TRANSMITTER
GLWA OPERATION AND MAINTENANCE
CITY OF DETROIT OWNERSHIP

ADDRESS _____ 9200 OZGA ROAD
 FEED TO _____ CITY OF ROMULUS
 FEED FROM _____ 48" DWSD TRANS, MAIN
 TYPE OF METER _____ SIEMENS MAG5100W
 SIZE OF METER _____ 16"
 METER NUMBER _____ PBD-M5194529
 DATE METER SET _____ 5/13/2021
 METER PIT CONST & SIZE _____ 24'-6.5" X 11'-5" ID REINF. CONC
 GATE BOOK _____ W-1736
 FIELD BOOK _____ 1969-Q-13
 REMARKS _____

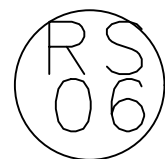
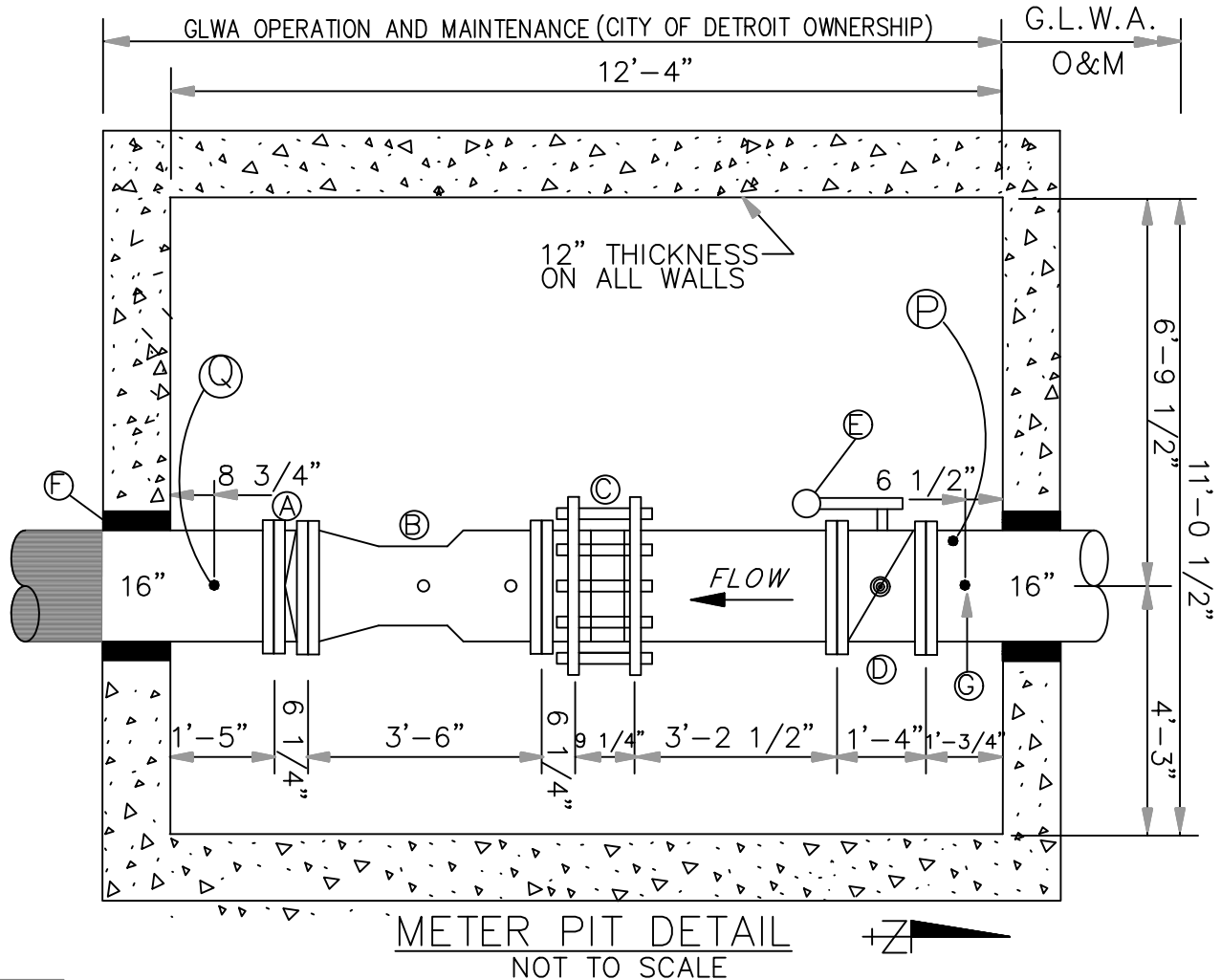


EXHIBIT-A RS-07

MIDDLEBELT RD. SOUTH OF WICK ROAD CITY OF ROMULUS



CITY OF ROMULUS O&M

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
MAG	0
TURBINE	4 - 6

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	1	MISSION DUO CHECK VALVE	16"
B	1	B.I.F. VENTURI TUBE	16" X 10.15"
C	1	DRESSER COUPLING	16"
D	1	B'FLY. VALVE W / 3.644 ORIFICE	16"
E	2	HYDRAULIC OPERATOR	-
F	2	SLEEVE	-
G	1	CORPORATION STOP	1"

Ⓟ-UPSTREAM PRESSURE TRANSMITTER,
G.L.W.A. OPERATION & MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

Ⓠ-DOWNSTREAM PRESSURE TRANSMITTER,
G.L.W.A. OPERATION & MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

FEED TO _____ CITY OF ROMULUS
 FEED FROM _____ 54" G.L.W.A. TRANS. MAIN
 TYPE OF METER _____ B.I.F. VENTURI / B.I.F. ORIFICE
 SIZE OF METER _____ 16" X 10.150" & 16.75" X 3.644"
 METER NUMBER _____ 16") 22035-1 & 16.75") 220361
 DATE METER SET _____ NOVEMBER 19, 1976
 METER PIT CONST & SIZE _____ 12'-4" X 11'-0.5" I.D. REINF. CONC.
 GATE BOOK _____ C-1716
 FIELD BOOK NO. _____ 1930-K-61; 1941-U-19; 1962- I -27
 REFERENCE _____ 1974-B-72



EXHIBIT B

Projected Annual Volume and Minimum Annual Volume (Table 1)
Pressure Range and Maximum Flow Rate (Table 2)
Flow Split Assumptions (Table 3)
Addresses for Notice (Table 4)

Table 1 and Table 2 set forth the agreed upon Projected Annual Volumes, Minimum Annual Volumes, Pressure Ranges and Maximum Flow Rates for the term of this Contract provided that figures in bold type face are immediately enforceable pursuant to the terms of Section 5.07 and italicized figures are contained for planning purposes only but will become effective absent the negotiated replacements anticipated in Section 5.07.

The approximate rate of flow by individual meter set forth in Table 3 is the assumption upon which the Pressure Range commitments established in Table 2 have been devised. Should Customer deviate from these assumptions at any meter(s), the Board may be unable to meet the stated Pressure Range commitments in this Contract or in the contract of another customer of the Board and Section 5.08 of this Contract may be invoked.

EXHIBIT B

Table 1
 Projected Annual Volume and Minimum Annual Volume

Fiscal Year Ending June 30	Projected Annual Volume (Mcf)	Minimum Annual Volume (Mcf)
2009	270,000	135,000
2010	270,000	135,000
2011	213,200	106,600
2012	213,200	106,600
2013	227,000	113,500
2014	227,000	113,500
2015	217,000	108,500
2016	217,000	108,500
2017	217,000	108,500
2018	217,000	108,500
2019	217,000	108,500
2020	217,000	108,500
2021	217,000	108,500
2022	217,000	108,500
2023	217,000	108,500
2024	217,000	108,500
2025	217,000	108,500
2026	217,000	108,500
2027	217,000	108,500
2028	205,000	102,500
2029	205,000	102,500
2030	205,000	102,500
2031	205,000	102,500
2032	<i>205,000</i>	<i>102,500</i>
2033	<i>205,000</i>	<i>102,500</i>
2034	<i>205,000</i>	<i>102,500</i>
2035	<i>205,000</i>	<i>102,500</i>
2036	<i>205,000</i>	<i>102,500</i>
2037	<i>205,000</i>	<i>102,500</i>
2038	<i>205,000</i>	<i>102,500</i>
2039	<i>205,000</i>	<i>102,500</i>

EXHIBIT B

Table 2
Pressure Range and Maximum Flow Rate

Calendar Year (Reopener Schedule in bold type)	Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Maximum Flow Rate (mgd)	
	Meter RS-01 (deduct)		Meter RS-02 (deduct)		Meter RS-04		Meter RS-06		Meter RS-07		Max Day	Peak Hour
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max		
2009	NA	NA	NA	NA	40	61	67	97	41	62	10.20	12.50
2010	NA	NA	NA	NA	40	61	67	97	41	62	10.20	12.50
2011	NA	NA	NA	NA	40	61	67	97	41	62	8.02	10.44
2012	NA	NA	NA	NA	40	61	67	97	41	62	8.59	10.60
2013	NA	NA	NA	NA	40	61	67	97	41	62	8.59	10.60
2014	NA	NA	NA	NA	40	61	67	97	41	62	8.59	10.60
2015	NA	NA	NA	NA	40	61	67	97	41	62	8.59	10.60
2016	NA	NA	NA	NA	40	61	67	97	41	62	8.59	10.60
2017	NA	NA	NA	NA	40	61	67	97	41	62	8.59	10.60
2018	NA	NA	NA	NA	40	61	67	97	41	62	8.59	10.60
2019	NA	NA	NA	NA	40	61	67	97	41	62	8.92	11.0
2020	NA	NA	NA	NA	40	61	67	97	41	62	8.92	11.0
2021	NA	NA	NA	NA	40	61	67	97	41	62	8.92	11.0
2022	NA	NA	NA	NA	40	61	67	97	41	62	8.92	11.0
2023	NA	NA	NA	NA	40	61	67	97	41	62	7.71	9.73
2024	NA	NA	NA	NA	40	61	67	97	41	62	7.71	9.73
2025	NA	NA	NA	NA	40	61	67	97	41	62	7.71	9.73
2026	NA	NA	NA	NA	40	61	67	97	41	62	7.71	9.73
2027	NA	NA	NA	NA	40	61	67	97	36	62	7.43	9.05
2028	NA	NA	NA	NA	40	61	67	97	36	62	7.43	9.05
2029	NA	NA	NA	NA	40	61	67	97	36	62	7.43	9.05
2030	NA	NA	NA	NA	40	61	67	97	36	62	7.43	9.05
2031	NA	NA	NA	NA	40	61	67	97	36	62	7.43	9.05
2032	NA	NA	NA	NA	40	61	67	97	36	62	7.43	9.05
2033	NA	NA	NA	NA	40	61	67	97	36	62	7.43	9.05
2034	NA	NA	NA	NA	40	61	67	97	36	62	7.43	9.05
2035	NA	NA	NA	NA	40	61	67	97	36	62	7.43	9.05
2036	NA	NA	NA	NA	40	61	67	97	36	62	7.43	9.05
2037	NA	NA	NA	NA	40	61	67	97	36	62	7.43	9.05
2038	NA	NA	NA	NA	40	61	67	97	36	62	7.43	9.05

EXHIBIT B

Table 3
Flow Split Assumptions

Meter	Assumed Flow Split (2027-2030)
RS-01	0 – 5 %
RS-02	0 – 10 %
RS-04	0 – 5 %
RS-06	90 – 100 %
RS-07	0 – 1 %

Table 4
Addresses for Notice

If to the Board: General Counsel Great Lakes Water Authority 735 Randolph, Suite 1901 Detroit, Michigan 48226	If to Customer: City Clerk City of Romulus 11111 Wayne Road Romulus, Michigan 48174 cc: Director, Department of Public Works City of Romulus 12600 Wayne Road Romulus, Michigan 48174
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City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **June 8, 2026**

Item No. B.

General Description: MDOT Agreement 26-5252 - I-94 Branding - Merriman Road Sign

Resolution No. _____

<i>Moved by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Seconded by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

<i>Ayes:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Nays:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Abstain:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: MDOT Agreement 26-5252 – I-94 Branding – Merriman Road Sign
DATE: June 3, 2026

I concur with the recommendation of Robeto Scappaticci, Director of Department of Public Services and Public Works, and legal counsel and respectfully request City Council authorize the Mayor and Clerk to enter into the attached MDOT Contract #26-5252 between the City of Romulus and the Michigan Department of Transportation (MDOT) for the installation, maintenance, and operation of a gateway sign in the median of Merriman Road, north of I-94.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to enter into the attached MDOT Contract #26-5252 between the City of Romulus and the Michigan Department of Transportation (MDOT) for the installation, maintenance, and operation of a gateway sign in the median of Merriman Road, north of I-94.

Interoffice Memorandum

TO: Mayor Robert A. McCraight

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

CC: Kevin Krause, Director of Development and Safety
Don Straub, Deputy Director, Department of Public Works

DATE: June 1st, 2026

SUBJECT: MDOT Agreement 26-5252 – I-94 Branding – Merriman Road Sign

Dear Mayor,

The Department of Public Works is requesting approval of the attached contract between the City and the Michigan Department of Transportation (MDOT) to execute MDOT Contract No. 26-5252 for the installation, maintenance, and operation of a gateway sign.

The City of Romulus is proposing the installation of a landmark Gateway Sign and accompanying landscaping to enhance community branding and beautify a major entry point into the City. The project is located within the corporate limits of Romulus in the median of Merriman Road, north of Highway I-94. Because this location sits within a state trunkline limited access Right-of-Way (ROW), a formal contract and a temporary ROW breach approval from MDOT and the Federal Highway Administration (FHWA) are required to proceed.

The City of Romulus will be solely responsible for 100% of the cost of construction, inspection, operation, and ongoing maintenance of the gateway sign and landscaping. There is no cost to MDOT. This project has been approved and is funded by the Tax Increment Finance Authority. Funds are secured in the TIFA Budget.

Per standard state clauses (Section 7 & 8), MDOT retains paramount rights to the ROW. If the state requires the land for future trunkline expansions or operations, the contract can be terminated, and the City must remove the sign at its own expense.

This Contract has been reviewed and approved by the City Attorney, Dave Greco.

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

Sincerely,

c:\administrative\admin documents\roads\i-94 branding\merriman road sign\memo to council mdot contract 26-5252.docx

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

PERMIT
SPECIAL TRUNKLINE
MAINTENANCE

DA
Control Section 82022
Permit Reference Number 108314
Contract 26-5252

THIS Contract is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF ROMULUS, a Michigan municipal corporation, hereinafter referred to as the "AGENCY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the maintenance and operation a gateway sign installed by the AGENCY.

WITNESSETH:

WHEREAS, the AGENCY is proposing the installation of a gateway sign within the trunkline roadway limit access right-of-way (ROW); and

WHEREAS, the DEPARTMENT and the Federal Highway Administration have approved a temporary breach in limited access ROW for the construction of a gateway sign; and

WHEREAS, the DEPARTMENT has determined it to be acceptable to have the AGENCY construct the proposed work which is hereinafter referred to as the "PROJECT" and are further described and located as follows:

Gateway sign installation work in the median of Merriman Road north of Highway I-94, including landscaping work; together with necessary related work, located within the corporate limits of the AGENCY; and

WHEREAS, the AGENCY will be responsible for the entire cost of the PROJECT; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and the maintenance and operation of the facility to be constructed as the PROJECT and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The AGENCY will construct the PROJECT at no cost to the DEPARTMENT.

05/19/26

2. The AGENCY shall cause to be performed all the PROJECT work as defined in the permit obtained from the DEPARTMENT. It is understood that portions or all of the PROJECT work will be placed under contract by the AGENCY. The performance of the PROJECT work will be subject to the conditions established in PERMIT REFERENCE NUMBER 108314.

3. Upon completion of construction, the AGENCY will, at its sole cost and expense, inspect, maintain and operate the facility constructed as the PROJECT in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction. All future maintenance activities will require a ROW construction permit from the DEPARTMENT. The AGENCY shall conform with all DEPARTMENT permit requirements for any work to be performed within the state trunkline ROW. As built plans will be provided to the Taylor Transportation Service Center.

- A. The AGENCY agrees that the PROJECT location will be maintained so as to assure that any Trunkline facilities, structures and the area within the Trunkline ROW boundaries will be kept in good condition, both as to safety and appearance. All unauthorized drawings, graffiti and vandalism shall be removed by the AGENCY at no cost the DEPARTMENT. The maintenance of the facilities by the AGENCY will be accomplished in a manner so as not to cause interference with the reconstruction, maintenance or operation of the Trunkline facility and ROW.
- B. The DEPARTMENT reserves the right to enter the PROJECT location for the purpose of inspection, maintenance or reconstruction of the Trunkline facility when necessary. Additionally, the DEPARTMENT reserves the right to access the PROJECT location as deemed necessary for inspection relating to the DEPARTMENT'S interests. Such inspections are made for the DEPARTMENT'S own purposes and shall not relieve AGENCY of its duties and obligations under the terms of this Contract. Any deficiencies discovered will be corrected or repaired by the AGENCY at no cost to the DEPARTMENT.
- C. Prior to occupancy and/or use of the PROJECT location, the DEPARTMENT will inspect and approve the construction of the PROJECT.

4. The parties hereto agree to comply with all applicable requirements of the Natural Resources and Environmental Protection Act, 1994 P.A., 451, MCL 324.01 et. Seq. for all PROJECT work performed under this Contract and future maintenance work, and the AGENCY shall require its contractors and subcontractors to comply with the same.

5. The AGENCY will not store, allow the storage of or discharge of any radioactive, toxic, flammable, poisonous, explosive or other dangerous, hazardous materials, or waste on the said premises. In addition, the AGENCY will not permit objectionable smoke, fumes,

05/19/26

vapors, or odors to rise above the grade line of the Trunkline. No signs, displays or devices may be erected on the ROW for the PROJECT unless specified herein or approved by the DEPARTMENT.

6. It is expressly understood and agreed that in case of non-performance of any of the covenants herein made by the AGENCY and after said AGENCY has been furnished written notice of same by the DEPARTMENT and has been granted a reasonable period of time as determined by the DEPARTMENT for performance or correction thereof, this Contract shall be terminated and said AGENCY shall lose and be barred from all rights, remedies, and actions both at law and in equity upon or under this Contract.

7. It is expressly understood that use of the trunkline ROW is subject to the paramount right of the DEPARTMENT and that upon a determination by the DEPARTMENT that such ROW is required for the construction, operation, and/or maintenance of any present or proposed trunkline or trunkline use, this Contract may be terminated at the discretion of the DEPARTMENT and the facility constructed as the PROJECT may be removed without reimbursement to the AGENCY.

8. Upon termination of this Contract, the AGENCY will peacefully yield up said PROJECT in as good order and condition as when delivered to the AGENCY at no cost to the DEPARTMENT. In the event this Contract is terminated and if the DEPARTMENT deems it necessary to request the removal of any facility occupying the premises, such removal shall be accomplished by the AGENCY in a manner as prescribed by the DEPARTMENT, at no cost to the DEPARTMENT or the Federal Highway Administration.

9. Any removal or modification of the facilities of the AGENCY, when necessary for Trunkline purposes, shall be performed by the AGENCY at no cost to the DEPARTMENT. Upon failure to so perform, the DEPARTMENT at its discretion may perform such work at the cost of the AGENCY or terminate this Contract.

10. The AGENCY recognizes and acknowledges that private and/or public utility companies may require the modification of the AGENCY'S facilities and it shall cooperate with the utility when requested by the DEPARTMENT at no cost to the DEPARTMENT, or interference with the Trunkline ROW and Trunkline facility.

11. It is understood that if the AGENCY discontinues, abandons or changes the usage of the PROJECT ROW, then this Contract shall be terminated and the DEPARTMENT shall have the right to immediately remove the facility constructed as the PROJECT without reimbursement to the AGENCY.

12. Each party to this Contract will remain responsive for any and all claims arising out of its own acts and/or omissions during the performance of the Contract, as provided by this Contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This Contract is also 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.

05/19/26

13. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the AGENCY and for the DEPARTMENT and upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the AGENCY, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF ROMULUS

By

Title:

By

Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By

for Department Director MDOT



If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

05/19/26



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **June 8, 2026**

Item No. C.

General Description: ITB 25/26-23 DPW Yard Clean Up Cubic Yard Pricing for Debris Hauling

Resolution No. _____

<i>Moved by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Seconded by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

<i>Ayes:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Nays:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Abstain:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: ITB 25/26-23 DPW Yard Clean Up Cubic Yard Pricing for Debris Hauling
DATE: June 2, 2026

I concur with the recommendation of Christina Parker, Purchasing Director and Don Straub, Deputy Director of Public Works, and respectfully request City Council award Bid ITB 25/26-23 to the lowest most responsive and responsible bidder, Pizzo Development Group, LLC., for DPW yard clean up cubic yard pricing for debris hauling at a cost not to exceed \$10,500.00.

Gary Harris, Deputy Finance Director, has verified that funds for this acquisition have been budgeted for and are available in the Water & Sewer Fund, Water Department, Contractual Services Expense account #592-591-818.000.

Motion by _____, supported by _____, to concur with the administration and award Bid ITB 25/26-23 to the lowest most responsive and responsible bidder, Pizzo Development Group, LLC., for DPW yard clean up cubic yard pricing for debris hauling at a cost not to exceed \$10,500.00.



MEMORANDUM

DATE: June 1, 2026
TO: Mayor Robert A. McCraight
FROM: Christina Parker, Purchasing Director
SUBJECT: ITB 25/26-23 DPW Yard Clean Up Cubic Yard Pricing for Debris Hauling

Bids were solicited to contract for the DPW Yard Clean Up Cubic Yard Pricing for Debris Hauling for the City of Romulus Department of Public Works.

In addition to being advertised in the 04/09/2026 issue of The Associated Newspaper Eagle, bid documents were made available to download from the MITN Purchasing Group page of BidNet Direct at www.mitn.info. The MITN System notified 1,647 companies of the bid and of them, 67 companies downloaded the bid specifications and 7 companies were informed by email of the bidding opportunity (See Bidder's list attached).

On 04/28/2026, 2 bids were received and publicly opened.

I concur with the recommendation of Deputy DPW Director, Donald Straub to award the contract to lowest most responsive and responsible bidder Pizzo Development Group, LLC. The contract is not to exceed the budgeted funds of \$10,500.00.

Gary Harris, Deputy Finance Director, has verified that funds for this acquisition have been budgeted for and are available in the Water & Sewer Fund, Water Department, Contractual Services Expense Account, (592-591-818.000).

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

Christina Parker

Christina Parker,
Purchasing Director

Interoffice Memorandum

TO: Christina Parker, Purchasing Director

FROM: Don Straub, Deputy DPW Director *ds*

CC: Roberto Scappaticci, Director of Public Services & Public Works

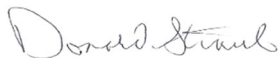
DATE: May 26, 2026

SUBJECT: Bid Award – Bid ITB 25/26-23 DPW Yard Clean-up – Cubic Yard One Year Pricing for Debris Hauling

It is the recommendation of the DPW to award Bid ITB – 25/26 23 DPW Yard Clean-up Cubic Yard Pricing for Debris Hauling to Pizzo Development Group, LLC. Pizzo Development Group, LLC was the lowest responsive bidder and reference verifications were positive.

Funds were budgeted for this service in account # 592-591-818.000.

Don Straub *ds*



Deputy DPW Director
City of Romulus

VENDOR LIST
ITB 25/26-23 DPW Yard Clean Up-Cubic Yard Pricing for Debris Hauling

accounting@brcontracting.net
afarmer@farmerunderwoodtrucking.com
deanna.osborne@osborne-inc.com
freeporttrucking@sbcglobal.net
jemoosesandandgravel@yahoo.com
mike@osburninc.com
mtreader@brcontracting.net
jemoosesandandgravel@yahoo.com

MINUTES OF ITB 25/26-23 DPW Yard Clean Up-Cubic Yard Pricing for Debris Hauling

The public opening of the afore mentioned solicitation was held at 3:00 PM, in the Council Chambers at Romulus City Hall on Tuesday,04/28/2026.

The following were present for the opening:

Christina Parker – Purchasing Director
Dawn Taylor – Assessing Technician
Angella Pizzo – Pizzo Development Group

Two(2) sealed bids were received and publicly opened.

PWD Contracting
Pizzo Development Group

A copy of the tabulation sheet is attached.

Respectfully submitted,

Christina Parker

Christina Parker,
Purchasing Director

I, Christina Parker, Purchasing Director for the City of Romulus, do hereby certify the foregoing to be a true copy of the minutes of ITB 25/26-23 held on 04/28/2026.

Christina Parker

Christina Parker,
Purchasing Director

TABULATION SHEET
ITB 25/26-23
DPW Yard Clean Up-Cubic Yard Pricing for Debris Hauling

COMPANY:	PWD Contracting	Pizzo Development Group	
Cubic Yard Transportation and Disposal Fee- Year One:	\$ 38.95	\$25.00	
Optional Bid Extension Pricing - Cubic Yard Transportation and Disposal Fee- Year Two:	\$41.95	\$27.50	
Optional Bid Extension Pricing - Cubic Yard Transportation and Disposal Fee- Year Three:	\$45.95	\$30.25	
Size of vehicle Contractor shall use to transport debris removed from the City of Romulus' DPW Yard:	Quad Axle and Dump Trailer	Mac Semi 25 yd Dump Trailer & Steel Box	
Intended Debris Disposal Location/s: 1. 2. 3.	Woodland Meadows 14390 Wyoming Ave Detroit, MI 48238	Demolition Sites/Landfill	
Can comply with insurance requirements of the Bid	Yes & No Checked	Yes	
Payment Terms	Not provided	Net 30	
CERTIFIED?	Yes	Yes	
Addendum	Yes	Yes	

PUBLICLY OPENED AT, APPROXIMATELY 3:00 pm, Tuesday, 04/28/2026 IN THE ROMULUS CITY COUNCIL CHAMBERS.

THOSE IN ATTENDANCE:

#	NAME	COMPANY	TITLE
1	Christina Parker	CITY OF ROMULUS	Purchasing Director
2	Dawn Taylor	CITY OF ROMULUS	Assessing Technician
3	Angella Pizzo	Pizzo Development Group	Office Manager
4			
5			
6			
7			
8			
9			

REQUEST FOR COMPETITIVE BIDS

DO NOT FILL THIS FORM IN AND SAVE A COPY TO THIS FOLDER!!!!

- You can save a copy to the Completed forms from Departments Folder or to your own Department's folder.
- Email the completed form to Christina Parker

DEPARTMENT NAME:	DPW	DATE:	3/31/2026
I HEREBY REQUEST THAT COMPETITIVE BIDS BE LET FOR THE FOLLOWING MATERIAL,			
PURPOSE: DPW Yard Clean-up			
IF REPLACEMENT, WILL EQUIPMENT BE (CHECK ONE IF APPLICABLE):			
<input type="checkbox"/> Traded in <input type="checkbox"/> Sold at auction <input type="checkbox"/> Transferred for use elsewhere, if so where? _____ <input type="checkbox"/> Used for parts <input type="checkbox"/> Disposed of			
BUDGET YEAR	25-26		
ACCOUNT INFORMATION			
ACCOUNT/S NUMBER	\$ AMOUNT BUDGETED		
592-591-818.000	\$ 10,500		
	\$		
	\$		
SIGNATURE OF DEPARTMENT HEAD:		DATE:	
Don Straub		3/31/26	

FINANCE DEPARTMENT APPROVAL

FUNDS AVAILABILITY			
ACCOUNT/S NUMBER	\$ FUNDS AVAILABLE		
592-591-818.000	\$ 10,500		
	\$		
	\$		
SIGNATURE OF FINANCE DEPARTMENT:		DATE:	
Dany Hair		4/1/2026	

ADMINISTRATIVE APPROVAL

I HAVE REVIEWED THE REQUEST AND AUTHORIZE TO LET FOR COMPETITIVE BIDS.

SIGNATURE OF MAYOR:	Robert G. McCaffrey	DATE:	4/1/2026
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AVAILABILITY OF FUNDS FOR AWARD

THE BID SHALL BE AWARDED IN THE AMOUNT OF \$ Not to Exceed Budgeted Amount

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

FINANCE DEPT. APPROVAL:	Dany Hair	DATE:	6/1/2026
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City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **June 8, 2026**

Item No. D.

General Description: Piggyback OMNIA Partners Zones Contract - Replacement of Dell Data Domain Infrastructure

Resolution No. _____

<i>Moved by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Seconded by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

<i>Ayes:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Nays:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Abstain:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Piggyback OMNIA Partners Zones Contract 01-152 –
Replacement of Dell Data Domain Infrastructure
DATE: June 2, 2026

I concur with the recommendation of Stephen Dudek, Technology Services Director, and Christina Parker, Purchasing Director, and respectfully request City Council's authorization to piggyback on the Omnia Partners Contract 01-152 for the purchase of a replacement Dell Data Domain from Zones, Inc. for a total cost of \$48,800.00, this purchase will include five (5) years of support.

Council approval is also requested for ongoing replacement and/or required upgrades of the Dell Data Domain Infrastructure until it is no longer budgeted for or until end of life for the equipment.

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

Motion by _____, supported by _____, to concur with the administration and consent to piggyback on the Omnia Partners Contract 01-152 for the purchase of a replacement Dell Data Domain from Zones, Inc. for a total cost of \$48,800.00, this purchase will include five (5) years of support and authorize ongoing replacement and/or required upgrades of the Dell Data Domain Infrastructure until it is no longer budgeted for or until end of life for the equipment.



MEMORANDUM

DATE: May 22, 2026
TO: Mayor Robert A. McCraight
FROM: Christina Parker, Purchasing Director
SUBJECT: Piggyback Omnia Partners Zones Contract 01-152 - Replacement of Dell Data Domain Infrastructure

Technology Services Director, Steve Dudek, has requested to piggyback on OMNIA Partners Contract 01-152 to replace the current Dell Data Domain Infrastructure installed in 2019 from Zones, Inc. This provides backup storage for the virtual servicer environment.

Please be informed that the requirement of the City of Romulus Purchasing Ordinance to solicit competitive bids for this purchase is exempt under the exception to competition clause allowing piggybacking on a contract solicited and awarded by another agency and as further outlined in subsection 39-11(d)(10) of the ordinance:

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

OMNIA Partners Sector is a nationally approved cooperative purchasing organization for the public sector. All cooperative purchasing contracts available through OMNIA Partners, Public Sector are competitively solicited and publicly awarded by the lead agency using applicable procurement. This competitively bid OMNIA contract for Technology Solutions, Products, & Services was awarded to Zones, LLC December 1, 2022 and will expire November 30, 2030. Purchases of products on this contract will grant the city a discounted percentage off the list price. The prices offered under this national extendable contract are significantly lower priced than we could obtain on our own.

It is the recommendation of myself and Technology Services Director Steve Dudek to proceed with this purchase. If you concur, please request Council's permission to piggyback on the OMNIA Partners Contract 01-152 for the purchase of a replacement Dell Data Domain from Zones Inc. for a total cost of \$48,800.00. This purchase will include five (5) years of support.

Additionally, we are requesting Council's approval for the ongoing replacement and/or required upgrades of the Dell Data Domain Infrastructure until it is no longer budgeted for or until end of life for the equipment.

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

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

Christina Parker

Christina Parker
Purchasing Director

INTEROFFICE MEMORANDUM

TO: Christina Parker, Purchasing Director
FROM: Stephen E. Dudek, Technology Services Director
SUBJECT: Request for Replacement of Dell Data Domain
DATE: May 21, 2026

I am requesting to get the Council Approval for the replacement of our Dell Data Domain infrastructure.

The Dell Data Domain product provides backup storage for the virtual server environment for the City of Romulus. The system we currently have was purchased and installed in 2019 and are looking to replace the system.

The total cost of the system would be \$48,800.00 and includes five years of support.

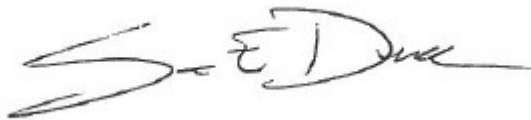
We would be piggybacking off the Omnia Partners contract 01-152-Zones with Zones, Inc. for the purchase of these items.

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

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

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

Thank you,



Stephen E. Dudek
Technology Services Director
City of Romulus

ZONES™

05/13/2026

Bill To :
CITY OF ROMULUS
11111 WAYNE ROAD

ROMULUS, MI 481743403
Phone : (734) 942-7540

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

Account#0071291249
Quote :K3347715
PO# :

Software prices subject to change

Hardware quotes are valid for 7 business days

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

REMIT PAYMENT TO:	PLEASE SEND PURCHASE	Kyle Stapleton
ZONES LLC	ORDERS DIRECTLY TO YOUR	AE, Field
PO Box 737040	ZONES LLC ACCOUNT MANAGER	Phone 12532886354
DALLAS TX 75373-7040	VIA FAX OR EMAIL	

Email:kyle.stapleton@zones.com

Item #	Qty.	Mfr.Name	Description	Manufacturers Part #	Unit Price	Total
302484564-COR	1	DELL PUBLIC	DD6410 REG_30944937_3000201458484.2	SWS16980381-V2	USD 48,800.00	USD 48,800.00

ASK US ABOUT
 Installation Services
 On-site Technical Services and Hourly Service Rates
 Remote Help Desk and Remote Network OS Support

Sub-Total: USD 48,800.00
Estimated Sales Tax: USD 0.00
Shipping: USD 0.00
Grand Total: USD 48,800.00

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

Numerous Financing & Leasing Options Available

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



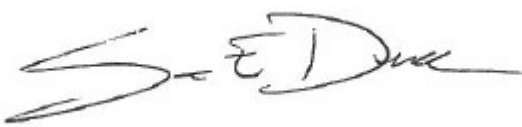
IN THE EVENT THAT YOU HAVE AN AGREEMENT ("**AGREEMENT**") IN PLACE WITH ZONES, LLC, THAT GOVERNS THE SALE ASSOCIATED HEREWITH, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT WWW.ZONES.COM/TERMSOFSALE ("**TERMS AND CONDITIONS**"), SHALL GOVERN.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

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

Line	Item Number	Description	Supplier	Qty Quoted
1	210-BTRF	DD3410 Base Appliance Controller	DELL	1
2	384-BFKY	DD3410 PSNT	DELL	1
3	800-BBQV	Informational Purposes Only	DELL	1
4	726-4921	ProSupport 4-Hour 7x24 Technical Support and Assistance 5 Years	DELL	1
5	726-4926	ProSupport 4-Hour 7x24 Onsite Service 3 Years	DELL	1
6	726-4927	ProSupport 4-Hour 7x24 Onsite Service 2 Years Extended	DELL	1
7	726-7209	Dell Hardware Limited Warranty Plus On-Site Service	DELL	1
8	955-9041	Dell Hardware Limited Warranty Plus On Site Service Extended Year	DELL	1
9	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	DELL	1
10	461-BBCP	DD3410 Server Components	DELL	1
11	461-BBCQ	DD3410 Appliance Components - SDPM	DELL	1
12	658-BFYQ	DD3410 DDOS 8.7	DELL	1
13	149-BCBM	iDRAC9, Datacenter 16G	DELL	1
14	540-BFNG	Intel X710-T4L Quad Port 10GbE Base-T, OCP 3.0 Version 2	DELL	1
15	540-BFDT	Intel E810-DA4 25GbE SFP28 PCIe FH	DELL	1
16	450-BGMC	Dual, Hot-Plug RDNT PSU 1100W MM	DELL	1
17	350-BDJF	DD3410 Branding	DELL	1
18	338-CVCN	DD3410 Motherboard - DAO	DELL	1
19	461-BBCN	DD3410 Trusted Platform Module	DELL	1
20	153-BLMJ	DD3410 Base License 1TB 60Mo SU=IA	DELL	1
21	726-3406	60 Months ProSupport Operating Env Sub Sftwr Spt-Maint	DELL	1
22	726-3408	60 Months ProSupport Capacity Bundle 1TB Raw Sub Sftwr Spt-Contract	DELL	1
23	389-FQVP	PowerProtect DD3410 Shipping - DAO	DELL	1
24	389-FQVN	PowerProtect DD3410 CE and CCC Marking	DELL	1
25	817-BBYZ	Info for DD3410	DELL	1
26	892-4912	ProDeploy Plus Data Domain DD3XXX Appliance	DELL	1
27	800-BBQV	Informational Purposes Only	DELL	12
28	400-BTXX	DD3410 Hard Drive DDOS 8.7	DELL	10
29	407-BDVJ	Dell Transceiver SFP+ 10GbE SR 850nm Wavelength 300m Reach	DELL	4
30	450-AALV	Power Cord - NEMA 5-15P to C13 3M 125V 15A (North America Guam North Marianas Philippines Samoa Vietnam)	DELL	2
31	153-BLMG	DD3410 Capacity License 1TB 60Mo SU=CC	DELL	12
32	726-3382	60 Months ProSupport Capacity Bundle 1TB Raw Sub Sftwr Spt-Maint	DELL	12



FUNDS VERIFICATION FORM

<u>DEPARTMENT:</u> Technology Services
<u>FUND NAME:</u> Technology Services Fund, Capital Outlay – Machinery & Equipment
<u>ACCOUNT NUMBER/S:</u> 664-228-971.138
<u>PURPOSE FOR REQUEST:</u> Replacement hardware with 5-year support option.
<u>AMOUNT OF EXPENDITURE:</u> \$48,800.00
<u>SIGNATURE OF DEPARTMENT HEAD:</u> 
<u>FUNDS CURRENTLY AVAILABLE:</u> \$95,685.00
<u>FINANCE DEPARTMENT APPROVAL:</u> <i>Maria Farris</i>
<u>DATE:</u> 5-21-2026



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **June 8, 2026**

Item No. E.

General Description: Piggyback on Sourcewell Contract - for one (1) DEMERS MXP170E Type I Ambulance for the Romulus Fire Department

Resolution No. _____

<i>Moved by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Seconded by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

<i>Ayes:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Nays:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Abstain:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Piggyback on Sourcewell Contract #122123-DEM for one (1) DEMERS MXP170E Type I Ambulance for the Romulus Fire Department
DATE: June 3, 2026

I concur with the recommendation of David Heavener, Fire Chief and Christina Parker, Purchasing Director, and respectfully request City Council's authorization to piggyback on the Sourcewell Cooperative Contract #122123-DEM to purchase one (1) DEMERS MXP170E Type I Ambulance from MacQueen Equipment, LLC in the amount of \$359,997.00.

Gary Harris, Deputy Finance Director, has verified that funds for the purchase have been budgeted for in the FY 26/27 Motor Vehicle Fund, Motor Vehicle & Equipment Department, Capital Outlay Machinery & Equipment Expense account #661-572-971.138.

Motion by _____, supported by _____, to concur with the administration and consent to piggyback on the Sourcewell Cooperative Contract #122123-DEM to purchase one (1) DEMERS MXP170E Type I Ambulance from MacQueen Equipment, LLC in the amount of \$359,997.00.



MEMORANDUM

DATE: June 2, 2026
TO: Mayor Robert A. McCraight
FROM: Christina Parker, Purchasing Director
SUBJECT: Piggyback Sourcewell Contract #122123-DEM for (1) DEMERS MXP170E Type I Ambulance for the Romulus Fire Department

Fire Chief David Heavener has requested to piggyback on the Sourcewell Cooperative Contract #122123-DEM to purchase one (1) DEMERS MXP170E Type I Ambulance for an amount not to exceed \$359,997.00. The purchase of the vehicle will include the associated Stryker patient handling equipment which includes the MTS Power-LOAD System and the 6507 Power-PRO 2 High Configuration Cot. The total cost of the vehicle will be funded from the City's 2026-2027 Motor Vehicle Fund, capital Outlay Machinery and Equipment expenditure account # 661-572-971.138. The existing ambulance (Rescue 3) will be inspected to determine if the cost to repair is economically feasible, otherwise, Rescue 3 will be sold at auction.

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

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

It is the recommendation of myself and Fire Chief David Heavener, to proceed with the purchase of this vehicle. If you concur, please request Council's permission to Piggyback on the Sourcewell Cooperative Contract #122123-DEM to purchase one (1) DEMERS MXP170E Type I Ambulance from MacQueen Equipment, LLC in the amount of \$359,997.00.

Sourcewell is a State of Minnesota local Government unit and service cooperative that offers cooperative procurement solutions to government entities. Sourcewell membership is available to all government entities; public and private K-12 schools, colleges, and universities; and nonprofit organizations. The Sourcewell Contract #122123-DEM expires 02/28/2028.

Deputy Finance Director, Gary Harris has verified that funds for this acquisition have been budgeted for and are available in FY 2026-2027 Motor Vehicle Fund, Vehicle & Equipment, Capital Outlay Expenditures Account (661-572-971.138). It is noted that delivery and acceptance of the vehicle shall not occur prior to July 1, 2026.

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

Christina Parker

Christina Parker,
Purchasing Director

**Fire Chief
Dave Heavener**



**Fire Prevention
Chief David Allison**

TO: Christina Parker
FROM: Dave Heavener, Fire Chief
DATE: 6/1/2026
SUBJECT: Approval to Order Replacement Ambulance

I am requesting approval to purchase one (1) DEMERS MXP170E Type I Ambulance through the Sourcewell Contract #122123-DEM, including the associated Stryker patient handling equipment consisting of the MTS Power-LOAD System and the 6507 Power-PRO 2 High Configuration Cot, in an amount not to exceed the approved budget allocation.

The current ambulance was approved and budgeted for replacement as part of the FY 2026-2027 capital replacement plan. Due to the extended lead times associated with ambulance manufacturing and upfitting, authorization to proceed at this time is necessary to ensure delivery following the start of the new fiscal year.

This purchase will provide the department with a modern, reliable emergency response vehicle equipped with the latest patient transport and safety technology. The inclusion of the Stryker Power-LOAD and Power-PRO 2 systems will enhance firefighter and paramedic safety by reducing lifting-related injuries while improving patient care and operational efficiency.

Replacing this ambulance will ensure the department maintains a dependable frontline emergency medical response capability while continuing to provide safe, effective, and high-quality service to the community.

Your approval of this purchase is respectfully requested.


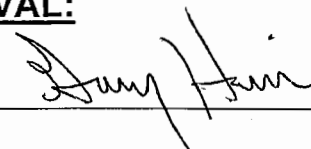
Please let me know if you require any additional information.

Respectfully,

Dave Heavener
Fire Chief
Romulus Fire Department



FUNDS VERIFICATION FORM

<u>DEPARTMENT:</u> Fire Department
<u>FUND NAME:</u> Motor Vehicle
<u>ACCOUNT NUMBER/S:</u> 661-572-971.138
<u>PURPOSE FOR REQUEST:</u> Purchase 1 Demers MXP 170E Type 1 Ambulance
<u>AMOUNT OF EXPENDITURE:</u> \$359,997.00
<u>SIGNATURE OF DEPARTMENT HEAD:</u>  Dave Heavener
<u>FUNDS CURRENTLY AVAILABLE:</u> Funds are available As of 7/1/2027 FY 2026/2027
<u>FINANCE DEPARTMENT APPROVAL:</u> 
<u>DATE:</u> 6/1/2026

Purchase & receipt of vehicle cannot
occur prior to 7/1/2026. GH



MACQUEEN™

**New
Proposal & Agreement**

Presented To

ROMULUS FIRE DEPARTMENT

Presented by
MATT CREECH
MacQueen



Proposal Date
May 1, 2026

PROPOSAL

Presented to: ROMULUS FIRE DEPARTMENT
 28777 EUREKA RD
 ROMULUS, MI 48174

Proposal for: Qty 1 - DEMERS MXP170E Type I Ambulance

Total Sales Price

Sale Price	\$	359,997.00
Down Payment at Order	\$	-
	\$	-

Total Due at Delivery **\$ 359,997.00**

****Sourcewell Contract Pricing****

- Includes:**
- DELIVERY
 - Graphics Budget \$3200
 - Radio Install Budget \$500

- Stryker Equipment
- MTS POWER LOAD
 - 6507 POWER PRO 2, HIGH CONFIG

- Sourcewell Contract #122123-DEM

Does not include: This proposal does not include the following but each can be added::





Delivery timeline: AVAILABLE NOW UNTIL SOLD

Delivery Location: ROMULUS, MI

Payment Terms: Balance due at time of delivery.

Proposal valid until May 31, 2026

Pricing subject to change after this date

Terms and Conditions

The purchase of the Products is subject to the Standard Terms and Conditions of Sale, available electronically at: <https://www.macqueengroup.com/terms-and-conditions>



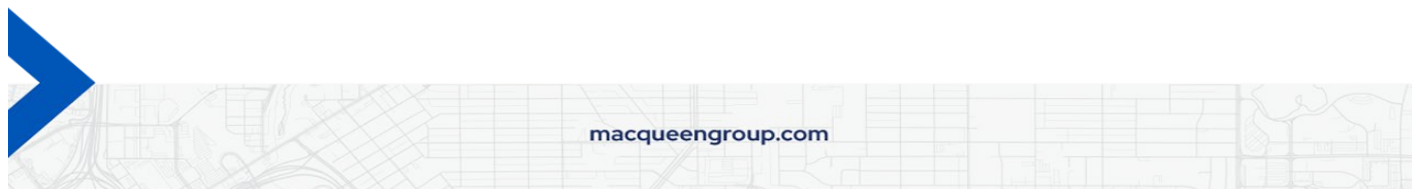
We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 248-703-0563 or MATT.CREECH@MACQUEENGROUP.COM.

We wish to thank the ROMULUS FIRE DEPARTMENT for the opportunity to submit our proposal.

Respectfully,

MATT CREECH

MATT CREECH
Ambulance Sales
MacQueen



This Purchase Agreement (together with all attachments referenced herein, the 'Agreement'), is made and entered into on May 17, 2026, (the 'Effective Date') by and between MacQueen Equipment, LLC, a Delaware limited liability company ('MacQueen'), and ROMULUS FIRE DEPARTMENT, 28777 EUREKA RD ROMULUS, MI 48174 ('Customer'). Each of MacQueen and Customer is sometimes referred to as a 'Party' and collectively as the 'Parties'.

1. Product Details.

Customer agrees to purchase the equipment identified in Exhibit A to this Agreement (the 'Product(s)'). Pursuant to Customer's request, the Product(s) will align with the general specifications, technical specifications, orientation, and testing requirements for the Product(s) (the 'Specifications') contained in Exhibit B. The purchase of the Products is subject to the Standard Terms and Conditions of Sale, available electronically at: <https://www.macqueengroup.com/terms-and-conditions> and any additional terms set forth herein.

2. Term of Agreement.

This Agreement will become effective on the Effective Date and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's acceptance and payment in full of the purchase price.

The Customer agrees to purchase the Product(s) for the purchase price outlined in Exhibit A ('Purchase Price'). The Purchase Price is in U.S. dollars and all payments shall be made in U.S. dollars.

4. Future Changes.

Customer acknowledges and agrees that various federal or state laws and regulations, such as those set forth by the National Highway Traffic Safety Administration, Department of Transportation or Environmental Protection Agency, may require changes to the Specifications and/or the Product(s). In such event, any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drivetrain upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. MacQueen reserves the right to update pricing in response to manufacturer-imposed increases as a result of Producer Price Index inflation. MacQueen will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty or cancellation fee.

5. Agreement Changes.

The Customer may request that MacQueen incorporate a change to the Products or the Specifications or options for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change ("Change Order"). Within seven (7) business days of receipt of a Change Order, MacQueen will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. MacQueen shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by MacQueen's authorized representative. Only Customer's authorized representative, who executed this Agreement and is specified on Exhibit A, may authorize and sign the Change Order.

6. Cancellation/Termination.

In the event this Agreement is cancelled or terminated by the Customer before completion, MacQueen may charge a cancellation fee as set forth in Exhibit A.

7. Delivery, Inspection, and Acceptance.

a. Delivery. MacQueen strives to deliver the Products on the date set forth in Exhibit A, but due to global supply chain constraints and unforeseen events, Customer acknowledges and agrees that any delivery date contained herein is a good faith estimate as of the date of this Agreement and merely an approximation based on current information. MacQueen will provide delivery updates when available, and a final firm delivery date will be provided as soon as possible. Under no circumstances shall MacQueen be required to deliver the Products prior to its receipt of the full Purchase Price from Customer. 'Delivery' shall be defined by the terms in Exhibit A. MacQueen may demand that Customer's authorized representative sign for the Products at the designated location for effective delivery to occur.

b. Risk of Loss. Risk of loss shall pass to Customer upon Delivery, unless otherwise set forth in the Exhibits. Title documentation shall pass upon Customer's complete fulfillment of its obligations arising under Section 3 hereof. Customer assumes all risk and liability for loss, damage or injury to the person or property of Customer or other arising out of use or possession of any Products sold hereunder. MacQueen retains a security interest in all Products delivered hereunder until MacQueen receives payment in full for all outstanding invoices issued to Customer. MacQueen's remedies for non-payment of its invoice shall include, in addition to all other remedies provided by law, the right to repossess any Products in the possession of Customer. Customer shall surrender such Products upon demand to MacQueen or MacQueen's agent. If any Products sold hereunder are damaged or destroyed in whole or in part, for any reason, while in the possession of or being used by Customer or any carrier, and before payment in full therefore, and MacQueen suffers any loss by virtue thereof, then Customer agrees to indemnify and hold MacQueen harmless for any such loss. If any such loss is covered by insurance to which Customer is a beneficiary and/or by recourse by Customer against any other party, then any such claim and any proceeds payable respect thereof shall automatically vest in MacQueen.

c. Inspection and Acceptance. Upon Delivery, Customer shall immediately inspect the Product(s) for substantial conformance to the material Specifications. Customer shall have ten (10) days to provide MacQueen written notice in the event of substantial non-conformance to the material Specifications ('Notice of Defect'). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within ten (10) days of Delivery, the Product(s) will be deemed to be in conformance with Specifications and Customer will have waived any and all claims with respect to the Products.

8. Representations and Warranties of Customer. Customer represents and warrants to MacQueen as follows:

a. Customer and its representative executing this Agreement have all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by Customer of this Agreement and the consummation of the transactions provided herein have been duly and validly authorized by all necessary corporate action of Customer.

b. The execution, delivery, and performance of this Agreement, the consummation of the transactions contemplated by this Agreement and the fulfillment of and compliance with the terms and conditions of this Agreement do not and shall not: (i) violate or conflict with or result in a breach of any term or provision of the articles of incorporation, operating agreement, or charter of Customer, (ii) conflict with, constitute a breach of or default under, permit the acceleration of any obligation under or create in any person or entity the right to terminate, modify or cancel, or otherwise require any notice of consent under any contract of Customer, (iii) violate any approval, order, authorization, registration, declaration or filing with respect to, any court or government entity by which Customer of the Products are bound, or (iv) violate any permit, law, or arbitration award of any government entity applicable to Customer of the Products.

c. Customer does not require consent, notice, or other action by any individual, entity, or governmental entity.

9. Notice.

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

MacQueen Equipment, LLC
1125 7th Street East
Saint Paul, MN 55106

ROMULUS FIRE DEPARTMENT
FIRE CHIEF HEAVENER
28777 EUREKA RD
ROMULUS, MI 48174

10. Limited Warranty.

Customer acknowledges and agrees that MacQueen is not a vehicle manufacturer and that the Product(s) is manufactured by the original equipment manufacturer ('OEM').

a. **Disclaimer.** Other than as expressly set forth in this Agreement or its Exhibits, neither MacQueen, the OEM, its and their parent companies, affiliates, subsidiaries, licensors, suppliers, distributors, dealers, including without limitation, or their respective officers, directors, employees, shareholders, agents or representatives, make any express or implied warranties with respect to the Product(s) provided hereunder or otherwise regarding this Agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty against infringement, and the implied warranty of condition of fitness for a particular purpose are expressly excluded and disclaimed. Statements made by sales representatives or in promotional materials do not constitute warranties.

b. **Exclusions of Incidental and Consequential Damages.** In no event shall MacQueen be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from MacQueen's own negligence, or otherwise.

11. Insurance.

a. MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$ 2,000,000

Each Occurrence: \$ 2,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$ 5,000,000

Each Occurrence: \$ 5,000,000

b. The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.

12. Indemnity.

The Customer shall indemnify, defend, and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising from or in connection with: (a) the acts or omissions of Customer and Customer's employees, agents, or representatives; (b) the Specifications provided by Customer; (c) use of the Product(s) by Customer or other third parties; (d) Customer's breach of this Agreement; or (e) Customer's modification or alteration of the Product(s).

13. Force Majeure.

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen's performance impracticable, including but not limited commercial impracticability, fire, flood, act of war, terrorism, civil disorder or disobedience, act of public enemies, problems associated with transportation (including car or truck shortages), acts or failure to act of any state, federal or foreign governmental or regulatory authorities, labor disputes, strikes, shortages in materials or supplies, or failure of suppliers to make timely deliveries of materials, Products or services to MacQueen. In the event of a shortage of Products and/or delay in shipment or Delivery occasioned by a force majeure event, MacQueen may allocate the available Products in such a manner as MacQueen determines in its discretion among its Customers, its own internal users, and its affiliates, without liability to MacQueen therefor.

14. Default.

The occurrence of one or more of the following shall constitute a default under, and allow for termination of, this Agreement:

- a. The Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement;
- b. Either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings;
- c. Any representation made by either party to induce the other to enter into this Agreement is false in any material respect;
- d. The Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or
- e. The Customer is in default or has breached any other contract or agreement with MacQueen.

15. Relationship of Parties.

The relationship of Customer and MacQueen shall, at all times, be that of an independent contractors. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, or employer/employee relationship between the Parties. No agent or representative of Customer has authority to make any representations, statements, warranties, or agreements on behalf of MacQueen.

16. Assignment.

Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction; Dispute Resolution.

a. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Delaware, without giving effect to the conflicts or choice of law provisions thereof.

b. Jurisdiction and Disputes. Unless otherwise provided herein, any and all disputes arising out of or relating to this Agreement shall be settled in the state or federal courts located in Wilmington, Delaware, and the Parties, by execution of this Agreement or acceptance of the Products, consent to the exclusive exercise of jurisdiction and venue over any matter arising in connection with this Agreement in said Court(s). Notwithstanding the foregoing, nothing herein shall bar the Parties from mutually agreeing to resolve a matter or dispute by alternative dispute resolution, including but not limited to mediation or arbitration.

18. Facsimile & Electronic Verified Signatures.

The delivery of signatures to this Agreement by facsimile transmission and/or electronic verified shall be binding as original signatures.

19. Entire Agreement.

This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen's authorized representative.

20. Order of Precedence.

In the event of a conflict between this Purchase Agreement including its Exhibits, the Standard Terms and Conditions of Sale, a proposal/bid, and/or any purchase order, the following order of precedence shall apply: (a) this Purchase Agreement and its Exhibits; (b) the Standard Terms and Conditions of Sale; (c) any purchase order or other ordering document; and (d) the proposal/bid.

21. Additional Orders.

MacQueen, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). MacQueen will allow tag on / additional orders for up to three (3) years from the date of contract execution, provided that each additional order is evidenced by its own completed Exhibit A. To facilitate pricing, MacQueen will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by MacQueen. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Customer, any new tag-on / additional orders that require a "separate" Performance bond will be separately priced.

22. Signatures.

MacQueen Equipment, LLC

ROMULUS FIRE DEPARTMENT

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A-PRODUCTS AND PURCHASE PAYMENT TERMS & CONDITIONS

MacQueen Equipment, LLC
1125 7th Street East, Saint Paul, MN 55106

Customer Name: ROMULUS FIRE DEPARTMENT Date: May 17, 2026

1. ORDERED PRODUCTS New DEMERS MXP170E Type I FORD F550 GAS 4X4

Qty	Make	Model	Price Per Unit
1	DEMERS	MXP170E	\$ 359,997.00

Total Sales Price:	\$	359,997.00
Down payment at order:	\$	-
Trade in Option	\$	-
Due at time of delivery:	\$	359,997.00

****Sourcewell Consortium Pricing****

2. DELIVERY

Delivery shall be deemed to have occurred with signed acceptance documentation

3. PURCHASE PAYMENT TERMS AND CONDITIONS

THIS EXHIBIT A IS EXPRESSLY SUBJECT TO THE STANDARD TERMS AND CONDITIONS OF SALE AND THE PURCHASE AGREEMENT BETWEEN MACQUEEN AND CUSTOMER.

a. Taxes. Federal, state, and local taxes are not included in the Purchase Price. MacQueen shall not be liable for any tax, excise, or other governmental charge imposed upon the sale, transportation, or any use of any Product(s) sold hereunder, and any such charges shall be the sole and exclusive responsibility of Customer. If Customer is tax-exempt, Customer shall provide MacQueen with evidence of such status.

b. Late Payment. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first thirty (30) days. The late fee increases to .044% per day until the payment is received.

c. Cancellation Charges. Upon request for cancellation/termination, MacQueen will identify and notify Customer of the cancellation fee accordingly based on costs incurred as the order has progressed through the process. Customer agrees to pay MacQueen the cancellation fee prior to the cancellation or termination of any order. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale. Any costs associated with returning the unit to customer will be the responsibility of the Customer.

d. Municipalities. This Agreement is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the Purchase.



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **June 8, 2026**

Item No. F.

General Description: Resolution Pledging Limited Tax Full Faith and Credit in Support of TIFA for the City of Romulus Tax Increment Bonds, Series 2026

Resolution No. _____

<i>Moved by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Seconded by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

<i>Ayes:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Nays:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Abstain:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

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 Pledging Limited Tax Full Faith and Credit in Support of TIFA of the City of Romulus Tax Increment Bonds, Series 2026
DATE: June 3, 2026

I concur with the recommendation of Kevin Krause, Director of Community Safety and Development the City's bond attorney and respectfully request that Council adopt the attached Resolution authorizing its Tax Increment Bond, Series 2026 (Limited Tax General Obligation) in the aggregate principal amount of \$45,000.00 to pay the cost of acquiring, constructing, furnishing, and equipping a new public safety headquarters.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to enter into the attached Resolution authorizing its Tax Increment Bond, Series 2026 (Limited Tax General Obligation) in the aggregate principal amount of \$45,000.00 to pay the cost of acquiring, constructing, furnishing, and equipping a new public safety headquarters.

INTER-OFFICE MEMORANDUM

DATE: Wednesday, May 20, 2026

TO: Mayor Robert A. McCraight

FROM: Kevin Krause, TIFA Director

SUBJECT: **Resolution Pledging Limited Tax Full Faith and Credit in Support of Tax Increment Finance Authority of the City of Romulus Tax Increment Bonds, Series 2026 (Limited Tax General Obligation)**

On May 13, 2026, the City of Romulus Tax Increment Finance Authority adopted a resolution authorizing its Tax Increment Bond, Series 2026 (Limited Tax General Obligation) in the aggregate principal amount of \$45,000.00 to pay the cost of acquiring, constructing, furnishing, and equipping a new public safety headquarters.

This memorandum serves as a formal request for City Council to concur with TIFA's resolution.

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

Thank you,



Kevin Krause

**RESOLUTION PLEDGING LIMITED TAX FULL FAITH AND CREDIT IN SUPPORT OF
TAX INCREMENT FINANCE AUTHORITY OF THE CITY OF ROMULUS
TAX INCREMENT BONDS, SERIES 2026
(LIMITED TAX GENERAL OBLIGATION)**

CITY OF ROMULUS
County of Wayne, State of Michigan

Minutes of a regular meeting of the City Council of the City of Romulus, County of Wayne, Michigan held on June 8, 2026, at 7:30 o'clock p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolution were offered by Member _____ and supported by Member _____.

WHEREAS, the City Council of the City of Romulus, Michigan (the "City") established the Tax Increment Finance Authority of the City of Romulus (the "Authority") and has previously adopted an Amendment to the Authority's Development Plan and Tax Increment Financing Plan (as amended, the "Plan") for its Development Area (the "Development Area") pursuant to Act 450, Public Acts of Michigan, 1980, as amended, as recodified pursuant to Act 57, Public Acts of Michigan, 2018, as amended ("Act 57"); and

WHEREAS, the Authority desires to issue a series of bonds pursuant to Section 315(2) of Act 57 to finance the costs of acquiring, constructing, furnishing and equipping a new public safety headquarters in the Development Area, together with all related site improvements (the "Project") as provided in the Plan; and

WHEREAS, on May 13, 2026, the Authority adopted a resolution authorizing its Tax Increment Bonds, Series 2026 (Limited Tax General Obligation) in the aggregate principal amount of not to exceed Forty-Five Million Dollars (\$45,000,000) (the "Bonds"), to be payable in the first instance from Tax Increment Revenues received by the Authority (the "Tax Increment Revenues") pursuant to the Plan; and

WHEREAS, Section 315(2) of Act 57 provides that the City may, by majority vote of the City Council, pledge its full faith and credit for the payment of the principal of and interest on the Authority's Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Limited Tax Pledge. The City hereby irrevocably pledges its limited tax full faith and credit and resources to the payment of the Bonds. If at any time the Debt Retirement Fund (as that fund is established by the Authority) is insufficient to pay the principal of and interest on the Bonds

as the same become due, the City upon notification by the Authority's Treasurer, shall as a first budget obligation advance from its available funds a sufficient amount to pay the principal and interest, or in the event of insufficiency of the City's general funds, levy ad valorem taxes on all taxable property within the boundaries of the City in an amount sufficient to pay the principal and interest, providing such tax levy shall be within applicable constitutional, statutory and charter tax rate limitations. In the event that the City pays for any insufficiency of the Debt Retirement Fund for the Bonds to pay debt service on the Bonds, the City expects and the Authority shall be obligated to reimburse the City from Tax Increment Revenues for such payment.

2. Authorization for Further Actions. The Mayor, City Clerk, Finance Director and Economic Development Director (the "Authorized Officers") and other officers, agents and employees of the City are each authorized and directed to take all other actions necessary or advisable to enable the issuance, sale and delivery of the Bonds.

3. Continuing Disclosure Undertaking. The City covenants to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Bonds in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, and the Authorized Officers are each individually authorized to execute such undertaking prior to delivery of the Bonds.

4. Tax Covenant. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on each issue of the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds.

5. Notice of Meeting. The City hereby confirms that the posting required pursuant to Section 308, Act 34, Public Acts of Michigan, 2001, as amended, as set forth in Exhibit A attached hereto, was done in due time and form as required by Act 34.

6. Conflict; Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

RESOLUTION DECLARED ADOPTED.

YEAS: _____

NAYS: _____

ABSTAIN: _____

Ellen Craig-Bragg
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Romulus, County of Wayne, State of Michigan, at a regular meeting held on June 8, 2026, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of the meeting were kept and will be or have been made available as required by the Open Meetings Act.

Ellen Craig-Bragg
City Clerk

EXHIBIT A

**MEETING NOTICE
CITY COUNCIL OF THE
CITY OF ROMULUS
COUNTY OF WAYNE, STATE OF MICHIGAN**

At the Regular meeting of the City Council of the City of Romulus, Michigan to be held on June 8, 2026 at 7:30 p.m. Eastern Time, in the City Council Chambers at the City Hall, 11111 Wayne Road, Romulus, Michigan, the City Council will consider a resolution to pledge the City's limited tax full faith and credit for the payment of the principal of and interest on the Tax Increment Bonds, Series 2026 (Limited Tax General Obligation) to be issued by the Tax Increment Finance Authority of the City of Romulus to finance a new public safety headquarters.

If approved, the Bonds will be issued in an amount not to exceed \$45,000,000 and will be payable in the first instance from certain tax increment revenues captured by the TIFA in the TIFA Development Area under the TIFA Plan.

This notice is given pursuant to the requirements of Section 308, Act 34, Public Acts of Michigan, 2001, as amended.

Ellen Craig-Bragg, City Clerk
City of Romulus

50897980.1/076157.00051



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **June 8, 2026**

Item No. G.

General Description: Introduction of Budget Amendment 25/26-15

Resolution No. _____

<i>Moved by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Seconded by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

<i>Ayes:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Nays:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Abstain:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

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 25/26-15
DATE: June 3, 2026

I am hereby requesting introduction of Budget Amendment 25/26-15 to cover costs associated with the repair of the parking lot and roof at the Municipal Annex (former 34th District Court).

Motion by _____, supported by _____ to concur with the administration and introduce Budget Amendment 25/26-15 to cover costs associated with the repair of the parking lot and roof at the Municipal Annex (former 34th District Court).

Industry and its citizens
working together


BUDGET AMENDMENT FORM

INCREASE		DECREASE	
Account Number /Name	Amount	Account Number /Name	Amount
211-000-971.000 Capital Outlay	\$ 322,210	211-000-376.000 Fund Balance	\$ 322,210
TOTAL	\$ 322,210	TOTAL	\$ 322,210

PURPOSE:

To cover emergency roof repair and parking lot reconstruction at Municipal Annex (former 34th District Court)

DATE: _____ 6/3/2026

Department Head Signature: _____ 

Mayor's Authorization: _____

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

Memorandum

To: Mayor Robert A. McCraight

From: Gary Harris, Deputy Finance Director

Date: June 3, 2026

Re: Budget Amendment 25/26-15

Attached please find a copy of the requested Budget Amendment 25/26-15 to be added to the agenda for the June 8, 2026, City Council meeting.

This budget amendment is to increase capital outlay (211-000-971.000) in the amount of \$322,210 to repair the parking lot & roof at the Municipal Annex (Formerly 34th District Court). Also, use cable fund balance (211-000-376.000) in the amount of \$322,210.

Please note, the costs of this project will be shared evenly between the building department, cable department and TIFA.

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

Memorandum

To: Maria Farris, Finance Director / Gary Harris Deputy Finance Director
From: Mike Laskaska, Director of Communication and Community Services
Date: June 3, 2026
Re: Budget Amendment

Attached is a request for a budget amendment to cover costs for emergency roof repair and parking lot reconstruction at the Municipal Annex (former 34th district court). This item is to be added to the agenda for the June 8, 2026, City Council meeting.

This budget amendment will transfer funds from PEG Fee Fund Balance (211-000-376.000) to Capital Outlay (211-000-971.000) in the amount of \$322,210.00.

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

MEMORANDUM

TO: Mayor Robert A. McCraight
FROM: Gary Harris, Deputy Finance Director
DATE: 6/3/2026 ^{GPH}
SUBJECT: Budget Amendment 25/26-15

<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>				
211-000-971.000	Capital Outlay	284,500	322,210	606,710
<u>Fund Balance</u>				
211-000-376.000	Fund Balance / PEG Fees	1,404,352	322,210	1,082,142

To cover costs associated with the repair of the parking lot & roof at the Municipal Annex (Formerly 34th District Court)



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **June 8, 2026**

Item No. H.

General Description: Introduction of Budget Amendment 25/26-19

Resolution No. _____

<i>Moved by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Seconded by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

<i>Ayes:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Nays:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Abstain:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

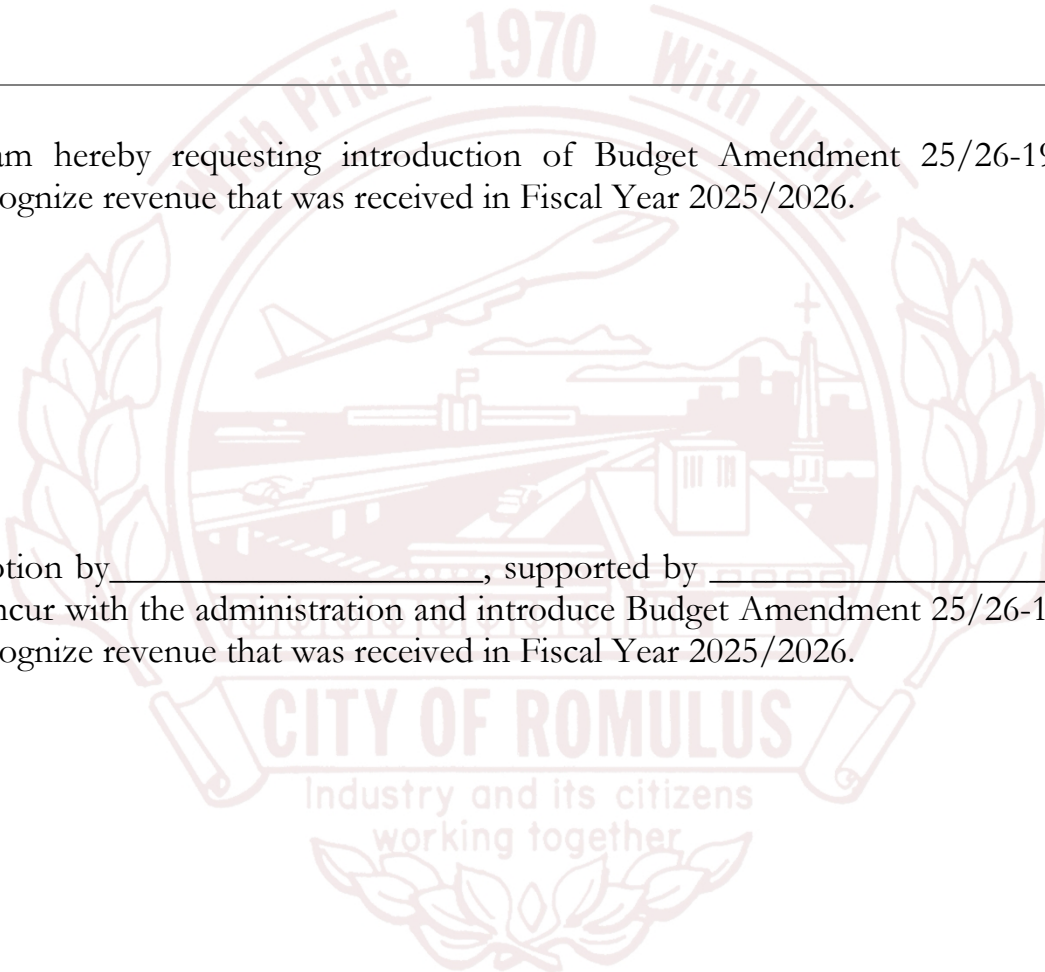
City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Introduction of Budget Amendment 25/26-19
DATE: June 3, 2026

I am hereby requesting introduction of Budget Amendment 25/26-19 to recognize revenue that was received in Fiscal Year 2025/2026.

Motion by _____, supported by _____ to concur with the administration and introduce Budget Amendment 25/26-19 to recognize revenue that was received in Fiscal Year 2025/2026.



Memorandum

To: Mayor Robert A. McCraight
From: Maria Farris, Finance Director
Date: June 3, 2026
Re: Budget Amendment 25/26-19

Attached please find a copy of requested Budget Amendment 25/26-19 to be added to the agenda for the June 8, 2026, City Council meeting.

This budget amendment is to recognize revenue in the amount of \$206,560 in 266-301-505-001 that was not originally accounted for.

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

BUDGET AMENDMENT FORM


INCREASE		DECREASE	
Account Number /Name	Amount	Account Number /Name	Amount
266-301-505.001 Federla Forfeiture- Revenue	\$ 206,560	266-000-390.000 Fund Balance	\$ 206,560
TOTAL	\$ 206,560	TOTAL	\$ 206,560

PURPOSE:

Recognize revenue that was received in FY25/26

DATE: 6/3/2026

Department Head Signature: Maria Farris

Mayor's Authorization: 

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

MEMORANDUM

TO: Mayor Robert A. McCraight
FROM: Finance Department
DATE: June 3, 2026 *MSF*
SUBJECT: Budget Amendment 25-26.19

<u>FUND/DEPT. ACCOUNT NO.</u> General	<u>ACCOUNT NAME</u>	<u>CURRENT FB</u>	<u>AMENDMENT</u>	<u>AMENDED FB/Budget</u>
Fund Balance 266-000-390.000	Fund Balance	-	\$ 206,560.00	\$ 206,560.00
Revenue 266-301-505.001	Federal Forfeiture-Funds revenue	-	\$ 206,560.00	\$ 206,560.00

Recognize revenue that was received in FY25/26



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **June 8, 2026**

Item No. I.

General Description: Introduction of Budget Amendment 25/26-20

Resolution No. _____

<i>Moved by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Seconded by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

<i>Ayes:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Nays:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Abstain:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

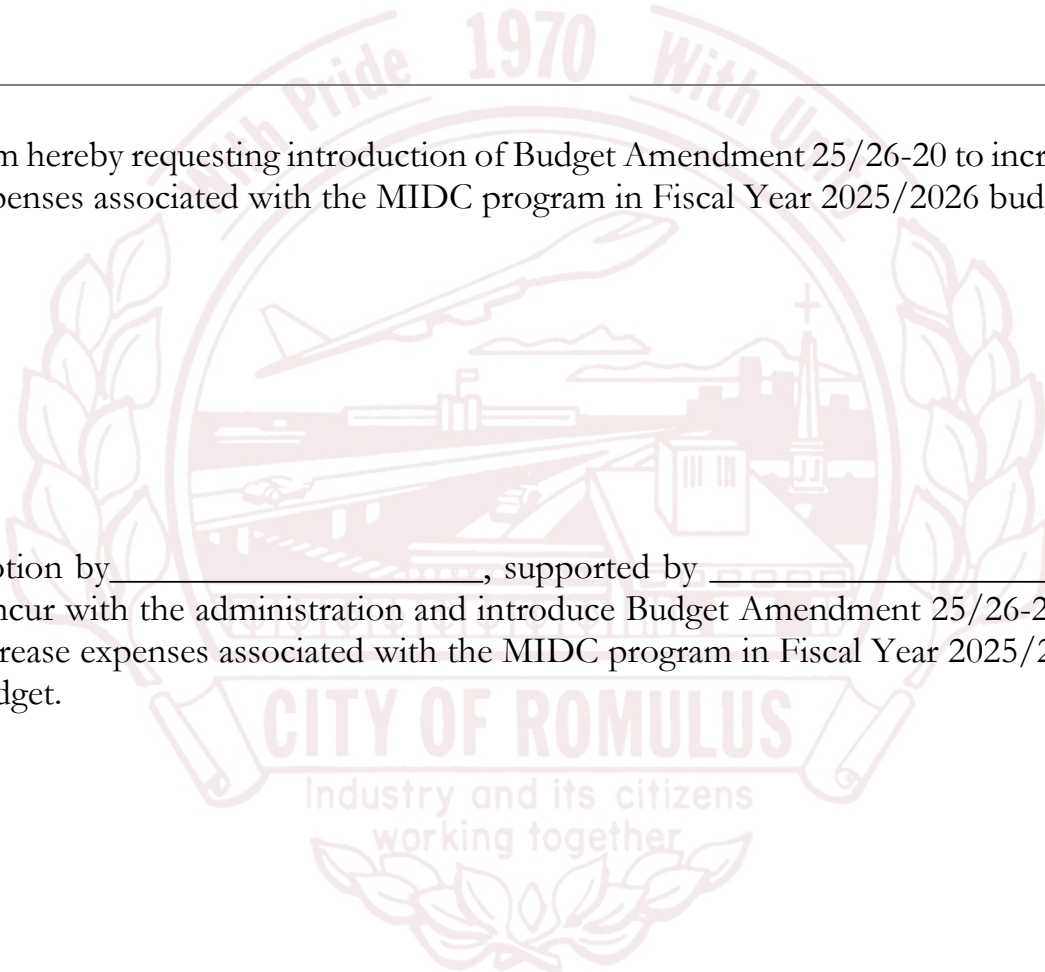
City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Introduction of Budget Amendment 25/26-20
DATE: June 3, 2026

I am hereby requesting introduction of Budget Amendment 25/26-20 to increase expenses associated with the MIDC program in Fiscal Year 2025/2026 budget.

Motion by _____, supported by _____ to concur with the administration and introduce Budget Amendment 25/26-20 to increase expenses associated with the MIDC program in Fiscal Year 2025/2026 budget.



Memorandum

To: Mayor Robert A. McCraight
From: Maria Farris, Finance Director
Date: June 3, 2026
Re: Budget Amendment 25/26-20

Attached please find a copy of requested Budget Amendment 25/26-20 to be added to the agenda for the June 8, 2026, City Council meeting.

This budget amendment is to recognize revenue in the amount of \$85,000 in 260-000-539-286 and additional expenses in the amount of \$85,000 in 260-000-817.000. This budget amendment is to increase expenses associated with the MIDC program in FY25/26 budget.

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

MEMORANDUM

TO: Mayor Robert A. McCraight
FROM: Finance Department
DATE: June 3, 2026 *MSF*
SUBJECT: Budget Amendment 25-26.20

<u>FUND/DEPT. ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT FB</u>	<u>AMENDMENT</u>	<u>AMENDED FB/Budget</u>
<u>General</u>				
Expense 260-000-817.000	Contractual Services	225,000.00	\$ 85,000.00	\$ 310,000.00
Revenue 260-000-539.286	State Grant-MIDC Reimbursement	225,260.00	\$ 85,000.00	\$ 310,260.00

Recognize revenue and additional expenses in FY25/26

BUDGET AMENDMENT FORM


INCREASE		INCREASE	
Account Number /Name	Amount	Account Number /Name	Amount
260-000-539-286 MIDC StateReimb Revenue	\$ 85,000	260-000-817.000 Contractual Services	\$ 85,000
TOTAL	\$ 85,000	TOTAL	\$ 85,000

PURPOSE:

Recognize revenue and expenses for MIDC in FY25/26

DATE: 6/3/2026

Department Head Signature: Maria Farris

Mayor's Authorization: 

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



City of Romulus

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

Council Meeting Held: **June 8, 2026**

Item No. A.

General Description: First Reading & Introduction of amendments to Chapter 48, Signs, of the City Code of Ordinances

Resolution No. _____

<i>Moved by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Seconded by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

<i>Ayes:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Nays:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Abstain:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



**CITY COUNCIL AGENDA ITEM
REQUEST FORM**

**Administrative
Officials**

Robert McCraight, Mayor
Ellen L. Craig-Bragg, City Clerk
Stacy Paige, City Treasurer

City Council

Tina Talley Mayor Pro Tem
Celeste Roscoe, Councilwoman
David Jones, Councilman
Kathleen Abdo Councilwoman
William Wadsworth Councilman
James Bullock Councilman
Mark Wilhide, Councilman

Submitted to: Choose an ite

Date Submitted:

Submitted by:

Department:

Council Meeting of:

TITLE/DESCRIPTION OF ITEM

[Empty box for Title/Description of Item]

ACTION REQUESTED

- | | | | |
|--------------------|--------------------------|--------------------------|--------------------------|
| Contract/Agreement | <input type="checkbox"/> | New/Amended Ordinance | <input type="checkbox"/> |
| Bid/Piggyback | <input type="checkbox"/> | Public Hearing Request | <input type="checkbox"/> |
| Budget Amendment | <input type="checkbox"/> | Resolution | <input type="checkbox"/> |
| Board Appointment | <input type="checkbox"/> | Rezoning | <input type="checkbox"/> |
| Fee Waiver | <input type="checkbox"/> | Special Meeting Request | <input type="checkbox"/> |
| Other | <input type="checkbox"/> | Special Land Use Request | <input type="checkbox"/> |

RECOMMENDED RESOLUTION/ACTION

[Empty box for 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 # .



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

TO: Jeff Kemp, Director of Building and Planning
FROM: John L. Enos and Douglas J. Lewan, Community Planners
DATE: April 8, 2026
RE: Sign Ordinance Revisions – Chapter 48

Find attached the proposed amendment to the City’s sign ordinance. We amended the ordinance to be as content neutral as possible to help avoid any challenges to the current language. While reviewing the content neutrality we also made a number of changes to help clarify the current language and to provide more current language and made the minor changes suggested by your office.

We also looked at the current language and how it may be amended to accommodate business owners in the Central Business District area.

While the overall organization of the existing ordinance was maintained, we changed the formatting of several of the sections, removing unnecessary tables and replacing them with more descriptive text and notes. We have removed some of the pictures and have added a simplified overall sign graphic that covers many of the graphics that were removed. To that end, we would be happy to add back any graphics that the City would like to see, but in a more consistent manner than the current regulations.

The following are a summary of the changes that have been made. Please note that the fully new sections are shown as underlined. Due to the amount of re-arranging, it is not possible to provide a full strike-through and underline the existing ordinance. This memo should provide a summary of all the changes:

1. Section 48-1 Purpose and Intent: A new and expanded Purpose and Intent section of the sign ordinance has been provided. Less is not more when it comes to a sign ordinance’s purpose and intent. The more descriptive this section the more defensible the provisions are. We believe this change provides a defensible base for the sign ordinance.
2. Section 48-2 Definitions: Several definitions that were not content neutral were deleted. We also deleted several terms that were defined but not included in the existing (or proposed) ordinance language. The following definitions were deleted:
 - Animated sign

Benjamin R. Carlisle, *President* John L. Enos, *Vice President*
Paul Montagno, *Principal* Megan Masson-Minock, *Principal* Laura Kreps, *Principal* Brent Strong, *Principal*
David Scurto, *Principal* Sally M. Elmiger, *Principal* Craig Strong, *Principal* Douglas J. Lewan, *Principal*
Richard K. Carlisle, *Past President/Senior Principal* R. Donald Wortman, *Past Principal*

- Billboard sign
- Community special event sign
- Gasoline price sign
- Incombustible material
- Off-premises advertising sign
- On-premises advertising sign
- Real estate development sign
- Real estate sign

We also added a comprehensive definition of Electronic Message Sign (EMS). This definition goes along with the new EMS portion of the ordinance.

3. Section 48-7 Requirements by Type of Sign: This section is completely reformatted with a new table that we believe is more user friendly. The table has been simplified and is now used in conjunction with a series of “footnotes” to the table. The use of footnotes allows for more description of the regulation than what would be possible in a simple table.

In addition to reformatting, a second table has been added that pulls out the residential sign standards. Previously nonresidential and residential standards were mixed in a single table.


4. Section 49-8 Electronic Message Signs: This is a completely new section that replaces the text contained in the old “Type of Sign” table with a more comprehensive and current take on these types of signs.
5. Section 48-9 Temporary Signs: This is a completely new section that addresses temporary signs in a single location of the ordinance. This is also the section that most helps to address content neutrality. Many temporary signs were regulated by the type of sign that can only be determined by reading the content of the sign. This was the crux of the current content neutrality issue, specifically a lawsuit over a church bulletin board. We have tried to the greatest extent possible to remove as much of this type of language as possible but understand that a fully content neutral ordinance is difficult to achieve. This section takes a big step towards that neutral ordinance.
6. Section 48-11 Freeway Sign Restriction Overlay: This is a completely new section. This is another area where content neutrality has been challenged. The term off-site and on-site signs have been challenged. The thinking is that if you need to read the content to know if the sign relates to an on-site business or an off-site business it is probably not content neutral. We were involved in a court case regarding this issue where the municipality lost. That said, this new section allows large billboard type signs along the freeways within a 100-foot overlay zone. This is a new concept that should be reviewed carefully by the City.

7. Other Miscellaneous Changes:


- The new provisions address political signs. The current ordinance is silent on this issue.
- Changed “Memorial Sign” to “Integral Building Sign” and increased the area from 4 square feet up to 15 square feet.
- Changed “Nameplate” to “Accessory Residential.”
- Removed “Painted Wall Sign.” The proposed provisions would treat this simply as a part of the permitted wall signs.
- Removed redundant language regarding clear vision area. In some cases, the language was conflicting.
- Increased projecting signs from 8 square feet to 16 square feet and now indicates a clear distance of 9 feet from the sidewalk or roadway. The previous standard was 15 feet above the ground which was reported to me as excessive. The projection from the face of the building has increased from 2 feet to 5 feet.
- The changeable copy portion of a sign is proposed as up to 50% of the sign area. Currently it is limited to 30 square feet. This percentage can go up or down based on the desire of the City.
- Awning/Canopy signs are now to be treated as a part of the overall wall signage allotment and not as a separate sign and permitted in all non-residential districts including the CBD. Canopy signs were not allowed in the CBD previously, but we propose that they be permitted. We also removed the gas station canopy sign prohibition, as it conflicts with the Truck Stop ordinance language that specifically permits such signs. We could add this back in if the City wants it, but the Truck Stop regulations should also be changed.
- Increased the temporary “Grand Opening” sign from 16 square feet to 24 square feet.
- Changed the window sign requirement to indicate that wall signs may cover 25% of the window area without counting toward total wall signage. Window signs would only count toward wall signage if they covered over 25% of the window. This provides a wall signage increase particularly in the CBD area of the City.

We look forward to discussing the changes moving forward with the City. In the meantime, if you have any specific questions about the draft ordinance, please give one of us a call.

Sincerely,



CARLISLE/WORTMAN ASSOC., INC.
John L. Enos, AICP
Vice-President



CARLISLE/WORTMAN ASSOC., INC.
Douglas J. Lewan, AICP
Principal

City of Romulus

Chapter 48 Signs

Section 48-1. Purpose and intent.

- (a) The intent of this article is to regulate the location, size, construction, and manner of display of signs in order to minimize their harmful effects on the public health, safety, and welfare. While this article recognizes that signs are necessary to satisfy the needs of sign users for adequate identification and communication, failure to regulate them may lead to poor identification of individual businesses, deterioration and blight of the business and residential areas of the City, conflicts between different types of land use, reduction in traffic safety to pedestrians and motorists, and other impacts that are contrary to the purposes, intent, and interests identified in this section.
- (b) The principal features are the restriction of certain characteristics of signs and the restriction of the total sign area permissible per site. It is intended that the display of signs will be appropriate to the land, building, or use to which they are appurtenant. It is specifically intended, among other things, to avoid excessive competition and clutter among sign displays.
- (c) The following municipal interests are considered by the City to be compelling government interests. Each interest is intended to be achieved under this Article in a manner that represents the least restrictive means of accomplishing the stated interest, and in all events is intended to promote an important government interest that would not be effectively achieved absent the regulations in this Article. Regulating the location, size, construction, and manner of display of signage in the most narrowly tailored manner represents the least restrictive means of addressing the targeted government interests of avoiding unsafe and nuisance-like conditions while maintaining and improving pedestrian and vehicular safety and efficiency; character and quality of life; economic development and property values; property identification for emergency response and wayfinding purposes; and unique character of areas of the City.
- (1) Public Safety. Maintaining pedestrian and vehicular safety are predominant and compelling government interests throughout the City, with particular emphasis on the safety of pedestrians. In most areas of the City pedestrians typically travel along the edge of the roadways.

Since most signage on the private properties is intended and designed to attract the attention of operators of motor vehicles, thereby creating distractions that can jeopardize traffic and pedestrian safety, this article is intended to regulate signs so as to reduce such distractions and, in turn, reduce the risk of crashes, property damage, injuries, and fatalities, particularly considering the rate of speed at which the vehicles are traveling in the districts identified in this article.

This Article is also intended to protect public safety by requiring signs that are poorly maintained and/or structurally unsafe to be repaired or removed to protect against fallen signs or deteriorating sign debris from entering improved roadways, and pedestrian areas and causing dangerous conditions for vehicular traffic and pedestrians.

- a. The City encourages signage that will inform motorists and pedestrians of their desired destinations without conflicting with other structures and improvements. These interests are legitimately supported by limiting the maximum size of signage, providing setbacks, and specifying sign area that allows for efficient perception by motorists and pedestrians, while minimizing distractions that could put pedestrians at risk.
- b. In some circumstances, adjusting the size, setback, and other regulations applicable to signage may be important to avoid confusion and promote clarity where vehicular speeds vary on commercial/business thoroughfares.
- c. In multi-tenant buildings and centers, it is compelling and important to provide distinct treatment with a gradation of regulation for individual identification depending on base sign size, amount of frontage (road and building), and the like, all intending to provide clarity to alleviate confusion and thus additional traffic maneuvers, provide a minimum size of characters to allow identification, and maintain maximum-sized overall signage to prevent line-of-sight issues.
- d. Maximum size and minimum setback of signage is compelling and important to maintain clear views for both traffic and pedestrian purposes.

- (2) Character and Quality of Life. Achieving and maintaining attractive, orderly, and desirable places to conduct business, celebrate civic events, entertain people, and provide for housing opportunities is directly related to the stability of property values needed to provide and finance quality public services and facilities within the City. This article intends to allow signs that are of sufficient, but not excessive, size to perform their intended function as necessary to provide

and maintain the City's character and support neighborhood stability. Signs that contribute to the visual clutter, contribute to the potential conflict between vehicular and pedestrian traffic, and distract from scenic resources and views, will be prohibited in efforts to preserve the character, aesthetic qualities, and unique experience within the City. It is also the intent of this article that signs will reflect the character of unique districts as may be established by the City's Master Plan, other adopted plans, or this article and other parts of the zoning ordinance.

- (3) Economic Development and Property Values. The establishment of the restrictions in this article has a direct relationship to creating stability and predictability, allowing each private interest to secure reasonable exposure of signage, and thus promoting business success. The application of the restrictions in this article allows businesses to reasonably command attention to the content and substance of their messages while concurrently allowing the promotion of other visual assets, including (without limitation) landscaping and architecture, all of which contribute to economic development and property value enhancement.

- (4) Avoidance of Nuisance-Like Conditions. Due to the concentration of people and activities, there is a potential for, and it is a compelling interest to avoid, blight, physical clutter, and visual clutter in the City. The result of these conditions leads to diminished property values, reduced attractiveness of the community, and reduced quality of life within the districts. Minimum regulations that substantially relate to signage are important and necessary for the maintenance and well-being of positive conditions, good character, and quality of life in the City. Ultimately, these regulations are compelling and important for the protection of all police power values.
 - a. An excessive number of signs in one location creates visual blight and clutter, as well as confusion of the public. Thus, limiting the number of signs on properties, establishing setbacks from property lines, and requiring reasonable spacing between signs are compelling interests that can be directed with minimum regulation.

 - b. Signs that are too large can lead to confusion, undermine the purposes of the signs, and ultimately lead to physical and visual clutter. Establishing maximum sizes can be the subject of clear and effective regulations that address this compelling and important interest.

 - c. Requiring maintenance specifications for signs can minimize the creation of blight and clutter due to the deterioration of signs that are not durable

or otherwise well-constructed, and such regulations would be consistent with construction codes for other structures.

- d. There is a compelling governmental interest that signs avoid glare, light trespass, safety, and skyglow. The selection of proper fixture type(s) and location, use of supportive lighting technology, and control of light levels in a reasonable fashion is consistent with regulations that are narrowly tailored to achieve the City's interests.
- (5) Property Identification for Emergency Response and Wayfinding Purposes. Locating a business or residence by police, fire, and other emergency responders can be a matter of life and death, and thus it is a compelling interest to ensure that proper, understandable, unambiguous, and coordinated signage be permitted and required, and specifications for such purposes can be accomplished in a simple and narrow manner. Wayfinding for vehicular and pedestrian purposes is also a compelling interest to avoid confusion in public rights-of-way, and unnecessary intrusions on private property. Sign specifications for such wayfinding can be coordinated with property identification for such emergency and other purposes.
- (6) Maintaining Unique Character of Areas of the City. Acknowledge the unique character of certain areas and districts, and establish special time, place and manner regulations that reflect the unique aesthetic, historical, and/or cultural characteristics of these areas/districts.
- (7) Protection of the Right to Receive and Convey Messages. The important governmental interests and regulations contained in this article are not intended to target the content of messages to be displayed on signs but instead seek to achieve *non-speech* objectives. In no respect do the regulations of signage prohibit a property owner or occupant from an effective means of conveying the desired message. Nothing in this article is intended to prohibit the right to convey and receive messages protected by the First Amendment of the United States Constitution.

Section 48-2 Definitions

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory sign means a sign that pertains to the use of the premises on which it is located.

Awning sign means a sign which is painted on, printed on, or attached flat against the surface of an awning constructed of fabric material.

Back lit signs means a sign that is illuminated by an internal light source or lighting behind the sign lettering. An example of a back lit sign is a monument sign that is illuminated by several fluorescent bulbs that are located within the sign cabinet.

Banner sign means a sign made of fabric, cloth, paper, or other non-rigid material that is typically not enclosed in a frame.

Canopy sign means a sign which is painted on, printed on, or attached flat against the surface of a canopy constructed of rigid material such as plastic or metal.

Changeable message sign means a sign on which the message is changed mechanically, electronically, or manually. An Electronic Message Sign (EMS) is a type of changeable message sign and means that part of a sign that has a message board that can be electronically programmed to display information.

Directional sign means a sign installed to direct traffic flow, regulate traffic operations and provide information in conformance with the Michigan Manual of Uniform Traffic Control Devices.

Display sign means a structure or device that is arranged, intended, designed, or used as an advertisement, announcement, or direction.

Electronic Message Sign (EMS) means a sign or portion of a sign, that displays an electronic image or video, which may or may not include text, introducing any sign or portion of a sign that uses changing lights or similar forms of electronic display such as LED to form a sign message with text and or images wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic

processes. This definition includes without limitation television screens, plasma screens, digital screens, flat screens, LED displays, video boards, and holographic displays. The following additional definitions shall apply to an EMS:

Display Time: The amount of time a message and/or graphic is displayed on an Electronic Message Sign.

Dissolve: A mode of messaging transition on an Electronic Message Sign accomplished by varying the light intensity or pattern, in which the first message gradually appears to dissipate and lose legibility with the gradual appearance and legibility of the second message.

Dynamic Frame Effect: AN Electronic Message Sign frame effect in which the illusion of motion and/or animation is used.

Fade: A mode of message transition on an Electronic Message Sign accomplished by varying the light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

Frame: A complete, static display screen on an Electronic Message Sign.

Frame Effect: A visual effect on an Electronic Message Sign applied to a single frame. See also Dynamic Frame Effect.

LED: Light emitting diode.

Scroll: A mode of message transition on an Electronic Message Sign in which the message appears to move vertically across the display surface.

Transition: A visual effect used on an Electronic Message Sign to change from one message to another.

Travel: A mode of message transition on an Electronic Message Sign in which the message appears to move horizontally across the display surface.

Entranceway sign means a sign which marks the entrance to a subdivision, apartment complex, condominium development, industrial park, or other development complex.

Erect means to build, construct, attach, hang, place, suspend or affix.

Flashing sign means a sign which contains an intermittent or sequential flashing light source.

Front lit signs means a sign that is illuminated by an external light source. An example of a front lit sign is a monument sign that is illuminated by a spotlight that is located several feet in front of the sign.

Ground or monument sign means a three-dimensional, base-mounted freestanding display sign, that is supported by uprights or braces in or upon the ground surface or mounted on a base, and consisting of two or more sides extending up from the base, and upon which a message, business, group of businesses or center name is affixed.

Illegal sign means a sign which does not meet the requirements of this chapter, and which has not received legal nonconforming status.

Incidental sign means a small sign, emblem, or decal informing the public of goods, facilities, or services available on the premises. Examples of incidental signs include credit card signs, signs indicating the hours of business, no smoking signs, signs used to designate bathrooms, and signs providing information on credit cards and business affiliations.

Mansard means a slope roof or roof-like facade. Signs mounted on the face of a mansard roof shall be considered wall signs.

Marquee means a permanent roof-like structure or canopy, supported by and extending from the face of the building.

Marquee sign means a display sign attached to or hung from a theater, performing arts or other similar use marquee, canopy or other covered structure projected from and supported by the building and extending beyond the building wall, or street lot line.

Moving image sign means an electronic changeable message sign that includes the presentation of computerized animation, pictorials and graphics on a displayed in a progression of frames which give the illusion of motion, including but not limited to the illusion of moving objects, moving patterns or bands of light, or expanding or contracting shapes. This does not include signs that indicate only time, temperature, or date or a flashing sign.

Moving sign means a sign in which the sign itself or any portion of the sign moves or

revolves. A "rotating sign" is a type of moving sign. Such motion does not refer to the method of changing the message on the sign. Moving signs include any sign which has any visible moving parts, visible revolving parts, visible mechanical movement, or other visible movement achieved by electrical, electronic, or mechanical means, including intermittent electric pulsations or movement caused by normal wind current.

Mural means a design or representation which is painted or drawn on the wall of a structure and which does not advertise a business, product, service, or activity.

Nameplate means an on-premises identification sign giving only the name, address, and/or occupation of an occupant or group of occupants.

Neon sign means a sign consisting of glass tubing, filled with a gas such as neon, which glows when electric current is sent through it.

Nonconforming sign means:

(1) A sign which is prohibited under the terms of this chapter but was erected lawfully and was in use on the date of enactment of the ordinance from which this chapter is derived, or amendment thereto.

(2) A sign which does not conform to the requirements of this chapter, but for which a variance has been granted.

Obsolete sign means a sign that advertises a product that is no longer made or that advertises a business that has closed.

Parapet means the extension of a false front or wall above a roofline. Signs mounted on the face of a parapet shall be considered wall signs.

Pole or pylon sign means a type of freestanding sign that is elevated above the ground on poles or braces and not attached to any building or other structure.

Political sign means a sign expressing a political opinion or message or relating to matters to be voted on in a local, state, or national election or referendum.

Portable or movable sign means any sign of light construction capable of being moved from one location to another, whether or not it is permanently attached to the ground or structure, used for directing attention to a business, commodity, service, or entertainment that is conducted, sold, or offered on the premises. This includes hot-air and gas filled balloons, pennants, streamers, ribbons, pinwheels, searchlights, and signs mounted on a portable structure, including those with wheels.

Poster panel sign means a sign that is used to draw attention to matters that are temporary in nature, such as sales or a menu. "A" frame or sandwich signs are types of poster panel signs.

Projecting sign means a sign other than a flat wall sign that is affixed to a building or structure, other than a marquee, and any part of which extends more than 12 inches beyond the building wall.

Public sign means a sign erected in the public interest by or upon orders from a local, state, or federal public official. Examples of public signs include: legal notices, safety signs, traffic signs, memorial plaques, signs of historical interest, and similar signs.

Roofline means the top edge of a roof or building parapet, whichever is higher, excluding cupolas, pylons, chimneys, or similar minor projections.

Sandwich sign: See *Poster panel sign*.

Sign means any device, structure, fixture, or placard which uses words, numbers, figures, graphic designs, logos or trademarks for the purpose of informing or attracting the attention of persons. Unless otherwise indicated, the definition of "sign" includes interior and exterior signs which are visible from any public street, sidewalk, alley, park, or public property, but not signs which are primarily directed at persons within the premises upon which the sign is located.

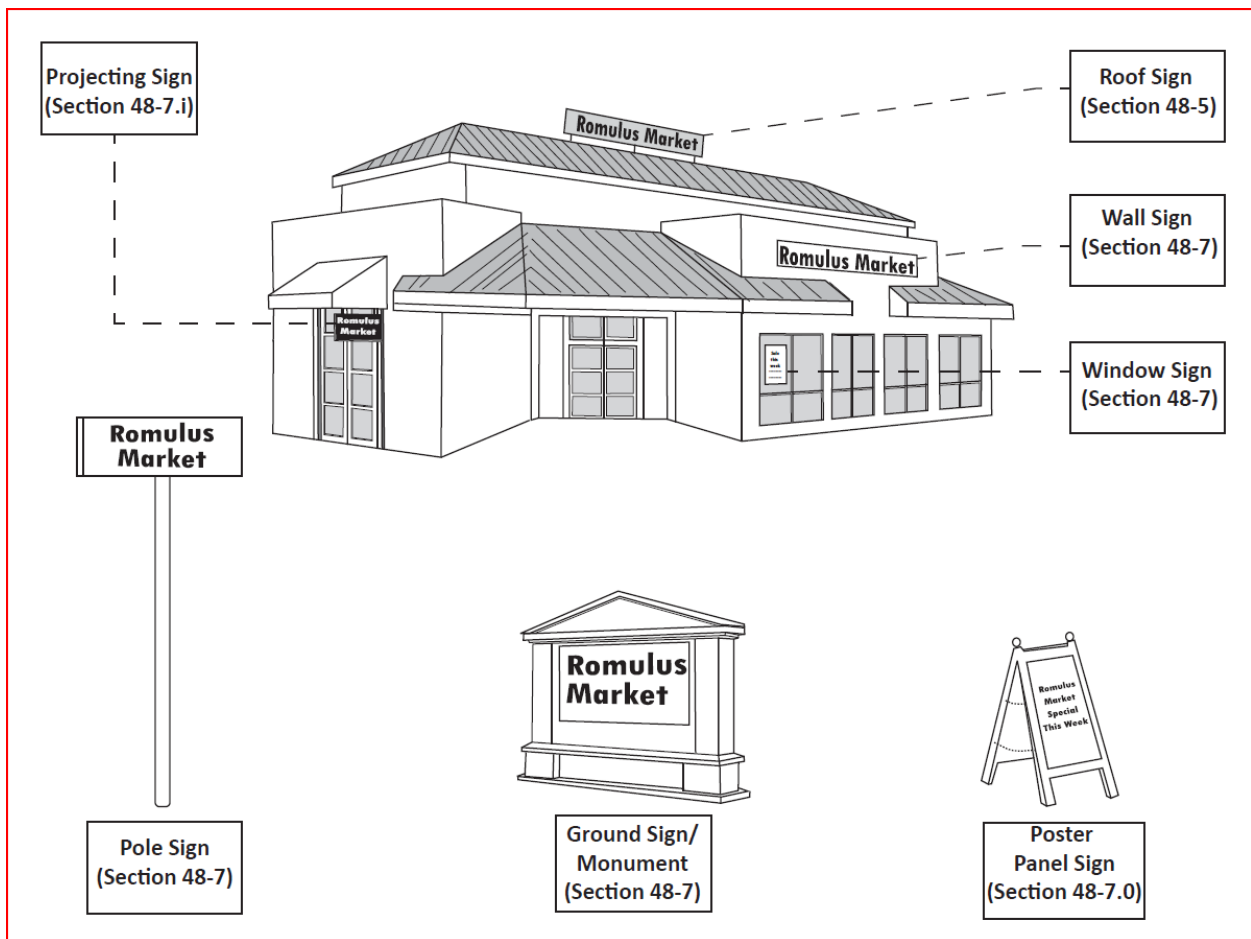
Surface means the part of the sign upon, against or through which the message is displayed or illustrated.

Temporary sign means a display sign, banner or other advertising device not constructed or intended for long term use constructed of cloth, canvas, paper, fabric, or other light temporary material, with or without a structural frame, intended for a limited period of display.

Vehicle sign means a sign painted or mounted on the side of a vehicle, including signs on the face of a truck trailer.

Wall sign means a display sign attached parallel to the wall of a building. Painted signs, signs which consist of individual letters, cabinet signs, and signs mounted on the face of a mansard roof or parapet shall be considered wall signs. Permanent signs which are not affixed directly to a window or are positioned next to a window so that they are visible from the outside shall also be considered wall signs. Awning and canopy signs shall be considered a wall sign for the purpose of permissible sign area.

Window sign means a sign located in or on a window or glass door which is intended to be viewed from the outside.



Section 48-3 Scope of Requirements

It shall be unlawful for any person, firm, or corporation to erect, repair, alter, relocate, or maintain within the city any sign except in conformance with the provisions of this chapter subject to issuance of a permit, except as otherwise provided herein.

Section 48-4 Signs Exempt from Permit

The following signs are specifically exempt from the permit requirements of this chapter, provided such signs are outside of the public street right-of-way and are located to ensure adequate sight distance.

- (a) Address sign. Numerical height of no greater than six inches for residences and 18 inches for businesses.
- (b) Device signs. Signs located on vending machines, gas pumps, or ice containers provided that the sign area of each device shall not exceed three square feet in area with a limit of one sign per vending machine, gas pump, or ice container.
- (c) Employment sign. "Help wanted" signs soliciting employees for the place of business where posted, provided that the maximum area for all such signs shall be six square feet with a maximum height of four feet.
- (d) Flag. The maximum height of the flagpole is 35 feet, measured from the average surrounding grade.
- (e) Historical marker. Includes plaques or signs not exceeding 12 square feet in area.
- (f) Incidental sign. Signs not exceeding a total of two square feet, a total of two signs per business indicating acceptance of credit cards, the location of restrooms, restrictions on smoking and restrictions on building entrances or describing business affiliations and are attached to a permitted sign, exterior wall, building entrance, or window.
- (g) Interior signs. Any sign which is located completely within an enclosed building, and which is not visible from outside the building, or which is primarily directed at persons within the premises upon which the sign is located.
- (h) Integral building signs. Messages when carved into stone, concrete, or similar material or made of other permanent-type construction and made an integral part of the structure, of no more than fifteen (15) square feet in area.
- (i) Accessory residential. Signs shall not exceed two square feet in area and shall be attached to an exterior building wall located solely on single family residential structures.

- (j) Road furniture signs. Signs on street furniture, such as benches and trash receptacles and which are no larger than one square foot.
- (k) Vehicle sign. A sign on a licensed and operable vehicle while operated and used for transport in the normal course of business and shall not include parked vehicles with the primary purpose of providing additional signage where parked.
- (l) Traffic control signs. Traffic or other municipal or private signs which conform to the requirements of the Michigan Manual of Uniform Traffic Control Devices and as may be approved by the City.
- (m) Warning sign. Publicly authorized warning signs, such as no trespassing, warning of electrical currents or animals, provided such signs do not exceed two square feet in area.
- (n) Rezoning Sign. Signs required for the notice of a rezoning request pursuant to Section 23.02.a.2.b.

Section 48-5 Prohibited Signs

- (a) Any sign not expressly permitted.
- (b) Illegal signs. Any sign unlawfully installed, erected, or maintained.
Moving signs.
- (c) Obsolete signs.
- (d) Portable or movable signs, as defined, except where expressly permitted in this chapter.
- (e) Roof signs.
- (f) Signs that confuse traffic. Any sign which makes use of the words "stop," "look," or "danger," or any other words, phrases, symbols, or characters, in such a manner as to interfere with, mislead, or confuse traffic.
- (g) Signs that obstruct access. Signs which obstruct free access to or egress from any building.
- (h) String lights. String lights used for commercial purposes, other than holiday decorations.
- (i) Unsafe signs. Any sign or sign structure which:
 - (1) Is structurally unsafe.
 - (2) Constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, or abandonment.
 - (3) Is capable of causing electric shock to person who comes in contact with it.

- (4) Is not kept in good repair, such that it has broken parts, missing letters, or non-operational lights.

Section 48-6 General Standards for Permitted Signs

(a) General provisions; surface of front. No nails, tacks or wires shall be permitted to protrude in or from the front of any sign. This shall not exclude, however, the use of block letters, electrical reflectors or other devices that may extend over the top and in front of the advertising structure.

(b) Measurement of signs.

(1) Sign Area.

- a. Sign area shall be measured as the square footage of the sign face.
- b. When a sign consists of lettering or other sign elements printed, painted, or mounted on a wall or a window, the sign area shall be measured by enclosing the edges of the sign elements (i.e., letters, logos) within a parallelogram or rectangle.

(2) Sign height.

- a. The permitted height of all signs supported by the ground shall be measured from the level of the ground, finished surface, adjacent to the sign.
- b. Sign height shall not be measured from an area of the ground that has been built-up or constructed in a manner that would have the effect of allowing a higher sign height than permitted by these regulations (e.g., the height of signs erected on a berm shall be measured from the finished grade adjacent to the berm).

(3) Setback and distance measurements. The following shall be used to determine compliance with setback and distance measurements:

- a. *Front yard.* All signs, unless otherwise provided for, shall be set back a minimum of 15 feet from any public or private street right-of-way line or access drive in all districts. This distance shall be measured from the nearest edge of the sign structure, measured at a vertical line perpendicular to the ground to the right-of-way.
- b. *Side yard.* Side yard setbacks for signs shall be the same as that required for the principle structure or building, provided that all business signs shall be set back at least 100 feet from any residential district.
- c. *Clear vision area.* No sign shall be located within, project into, or overhang the triangular area formed at the intersection of any two road right-of-way lines (existing or proposed) by a straight line drawn between said right-of-way lines at a distance

along each line of 30 feet from their point of intersection. For driveways, a 25-foot clear vision area shall be maintained from the intersection of the right-of-way lines and the driveway.

(c) Design and construction standards.

- (1) *Number, date, and voltage to be on sign.* Every sign hereafter erected shall have placed in a conspicuous place thereon, in letters not less than one-half inch in height, the date of erection, the permit number, the voltage of any electrical apparatus used in connection therein and the name and current telephone number of the person owning, erecting or operating the sign.
- (2) *Materials.* All signs, as permitted, shall be designed to be compatible with the character of the principal building's materials and the site's landscaping to promote an overall unified and aesthetic effect in accordance with the standards set forth herein.
- (3) *Compliance with codes.* Signs shall be constructed in a safe and stable manner in accordance with the city's ordinances and any adopted building, fire, electrical, or other applicable codes. All electrical wiring associated with a freestanding sign shall be installed underground.
- (4) *Screening of supports.* All signs shall be designed so that the supporting framework is contained within or behind the face of the sign or within the building to which it is attached so as to be totally screened from view.
- (5) *Clearance from utilities.* All signs, including any cables, guy wires, or supports shall have a minimum clearance of four feet from any electric fixture, streetlight, or other public utility pole.

(d) Illumination

- (1) Unless otherwise permitted, signs shall be illuminated only by steady, stationary, shielded light sources directed solely at the sign (i.e., front lit signs) or internal to it (i.e., back lit signs).
- (2) The background of front lit signs may be any color, provided they are not reflective at night. However, such signs may use light reflecting lettering and messaging.
- (3) Use of glaring undiffused lights or bulbs is prohibited.
- (4) Illumination by bare bulbs, neon, luminous tubing, or flames is prohibited, except that bare bulbs are permitted on theater marquees.

(5) Lights shall be shielded so as not to project onto adjoining properties or thoroughfares.

Section 48-7 Requirements by Type of Sign

(a) Nonresidential zoning districts. The following sign standards are for all nonresidential zoning districts.

Type of Sign	Max. Height	Max. Area	Footnote
Wall Sign	N/A	2 square feet per linear foot of building or 100 square feet whichever is less.	(a),(b),(m)
Ground Sign or Monument Sign	9 feet	<p>Single Business Sign 45 square feet per face – includes up to a maximum of 50% changeable copy signage. 90 square feet total (both sides)</p> <p>Multi-Tenant Sign 65 square feet per face – includes up to a maximum of 50% changeable copy signage. 130 square feet total (both sides)</p>	(c),(d),(e), (n)
Entrance way Sign	4 feet	48 square feet per face 96 square feet total (both sides)	(e),(p)
Pole or Pylon Sign	20 feet in RC District or 15 feet All other Districts	<p>RC District 64 square feet per side 128 square feet (both sides)</p> <p>All other nonresidential districts 40 square feet per side 80 square feet total (both sides)</p> <p>Multi-tenant signs 60 square feet per side 120 square feet total (both sides)</p>	(c),(d),(f), (n)
Marquee Sign	No higher	40 square feet	(g)(h)

	than building		
Projecting Sign	N/A	16 square feet per side 32 square feet total (both sides), and shall be included in total permitted wall sign square footage.	(i)
Awning/Canopy Sign	N/A	Included in total permitted wall sign square footage.	(j),(k)
Window Sign	N/A	25% of window surface	(l)
Poster Panel (Sandwich Signs, A-Frames)	4 feet	8 square feet per side, 16 square feet total.	(o)
Temporary Signs	Varies by Type	Varies by type.	Sec. 48-9

(b) Residential zoning districts. The following sign standards are for approved nonresidential land uses either permitted through the site plan review process or as a special land use.

Type of Sign	Max. Height	Max. Area	Footnote
Wall Sign	N/A	1 square feet per linear foot of building or 50 square feet whichever is less.	(a)
Ground Sign or Monument Sign	5 feet	Single Sign 32 square feet per face 64 square feet total (both sides)	(c),(e)
Entrance Way Sign	4 feet	48 square feet per side 96 square feet (both sides)	(e),(p)
Temporary Sign	Varies by Type	Varies by Type	Sec. 48-9

(a) One (1) wall sign is permitted per wall facing a street or access drive. Wall signs shall not extend more than 12 inches from the face of the wall.

- (b) Multi-tenant buildings or shopping centers may have one wall sign per tenant having an individual means of public access. Combined area of signs to be no more than two square feet for each lineal foot of building wall.
- (c) One (1) is permitted per lot. In the case of a corner lot, one additional sign is permitted.
- (d) One (1) additional sign is permitted along a lot line which has more than 300 feet of frontage, provided the signs are at least 100 feet apart.
- (e) Ground or Monument signs shall incorporate a masonry base.
- (f) Only one pole or pylon sign shall be permitted for multi-tenant buildings for shopping centers, but the sign area may be allocated for use by individual tenants. In the case of a corner lot, one additional pole or pylon sign is permitted.
- (g) Marquee signs are permitted only in the City's commercial zoning districts.
- (h) Permitted on building containing a theater only.
- (i) One (1) Projecting sign permitted per business. Projecting signs must provide a clear distance of nine feet from the sidewalk or private drive or parking lot to the bottom edge of the sign. Projecting signs that extend into the road right-of-way shall require approval from the City or other applicable public agency. The leading edge of a projecting sign shall not extend more than five feet from the face of the building to which it is attached.
- (j) No awning or canopy sign shall extend above the roof or parapet of the structure to which it is attached by more than one foot and shall not be internally illuminated.
- (k) Not permitted on gas station or drive-thru canopy.
- (l) The area of window signage in excess of 25% of all windows that face one public or private street and shall be included in total permitted wall sign square footage.
- (m) For businesses that face directly onto an adjacent public street right-of-way or private access drive, the maximum allowable wall sign area may be increased as indicated in the table below up to a maximum of 140 square feet.

Distance of Sign from ROW line (feet)	Allowable Increase in Wall Sign Area (Percent)
200-300	25
301-400	30
401-500	35
501 plus	40

(n) All signs shall be setback at least 50 feet from any residential district.

(o) One (1) Poster Panel sign is permitted for each customer entrance. Poster Panel signs shall not be illuminated in any manner and shall be located a minimum of two feet from the edge of the curb and must be located so that at least a five-foot-wide sidewalk is maintained between the sign and the building wall for pedestrian traffic flow and safety. The sign is permitted only during operating business hours and must be stored inside when the business is not open. Poster Panel signs must be constructed of weather-proof, durable material and kept in good repair.

(p) One entrance way sign is permitted per approved entrance drive.

Section 49-8 Electronic Message Signs.

Electronic message signs, where permitted, shall be subject to the following standards and requirements:

(a) Electronic message signs shall only be permitted in nonresidential zoning districts.

(b) The area devoted to an electronic message sign (EMS) shall not exceed fifty percent (50%) of the permissible ground sign area.

(c) The ground sign in which the EMS is incorporated shall be in complete conformity with the ground sign requirements of the district in which the premise is located.

(d) There shall be no window sign permitted, maintained, or installed on a premise with an EMS.

(e) The EMS must comply with all sign display and illumination standards of this ordinance.

(f) Message Display and Communication Requirements:

(1) The display time of an EMS shall not be less than thirty (30) seconds per message display.

(2) The transition or change of message shall appear instantaneous without the use of special effects such as dissolve or fade.

(3) An EMS shall not exhibit any characteristics of movement or flashing and shall not use techniques defined as dynamic frame effect, scroll, or travel.

(4) No EMS message display shall resemble or simulate any warning or danger signal, or any official traffic control device, sign, signal, or light or have the brilliance or intensity that will interfere with any official traffic sign, device, or signal.

(5) An EMS shall be limited to a dark background with lighter letters. A white or bright background with dark letters shall not be permitted.

(6) An EMS shall not include any audio message or audible sound.

(g) Miscellaneous Requirements.

(1) No EMS shall be permitted to operate unless it is certified as follows and equipped with all the following mechanisms, programming, and equipment in proper working order at all times:

a. A default mechanism that will cause the EMS to revert immediately to a default static display to zero lumens if the EMS or any component thereof malfunctions.

b. A non-glare panel covering the electronic changeable copy display or other equivalent method approved by the City to substantially reduce glare.

c. A sensor or other device that automatically determines the ambient illumination and is programmed to automatically dim according to ambient light conditions.

d. A written certification from a sign manufacturer or other approved testing agency that the light intensity has been preset to conform to the brightness, illumination, and display standards established in this article and that the preset levels are protected from end user manipulation by password protected software or other method with certification shall be provided to the City.

e. The owner or controller must either turn off or adjust the sign to meet the brightness and illumination standards set forth in this ordinance. The adjustment must be made within twelve (12) hours of a notice of non-compliance from the City.

f. EMS signs shall not be allowed within 300 feet of an intersection or interchange or collector or arterial roadway.

Section 48-9 Temporary Signs

(a) Standards for All Temporary Signs.

- (1) Permit required. Unless noted within this section a sign permit is required for all temporary signs.
- (2) Temporary signs shall be constructed of durable, all-weather materials and designed to remain in place and in good repair so long as they remain on display.
- (3) The maximum display time of temporary signs is 30 days unless additional time is granted under subsection 3 below. After this time expires, the sign shall be removed. Once the temporary sign is removed, there shall be a gap of at least thirty (30) days between display of a temporary sign on the same property.
- (4) In recognition that there is a need for additional expression of speech prior to a scheduled election, the following applies for a period of sixty (60) days prior to and three (3) days after a City-designated election day on which there is at least one ballot item: the maximum allowable area of temporary signs shall be increased to sixty-four (64) square feet per premise in all districts. The maximum area of an individual sign remains as stated in Section (b) below.

(b) Specific Standards.

- (1) For new residential developments one sign for each public street frontage of a recorded subdivision or development shall be permitted. Each sign shall not exceed 64 square feet in area and shall not exceed 15 feet in height. Each sign shall be removed within 30 days after all units or lots are sold or leased.
- (2) One sign shall be permitted on sites under construction, such sign shall not exceed 24 square feet in area, and not more than one sign shall be permitted on a site. Signs shall have a maximum height of ten feet and shall be confined to the site of the construction, construction shed or construction trailer and shall be removed within 14 days after the issuance of a certificate of occupancy.
- (3) Temporary signs for an event or function shall be permitted. Maximum sign area shall not exceed 24 square feet. Signs shall be allowed for up to thirty (30) days prior to the event or function and two (2) days after it is over. These temporary signs are allowed for no more than 30 days in a calendar year. If building-mounted, signs shall be flat wall signs and shall not project above the roofline. If

ground-mounted, signs shall not exceed six feet in height. Signs shall be set back in accordance with the provisions of this section.

- (4) Banners, pennants, searchlights, balloons, or other gas-filled figures shall be permitted at the opening of a new business in a commercial or industrial district, for a period not to exceed 14 consecutive days. Such signs shall not obstruct pedestrian or vehicular view and shall not interfere in any way with safe traffic flow.
- (5) In residential districts one temporary sign, located on the property that is for sale, lease or rent and not exceeding six square feet in area shall be permitted. Two (2) additional signs not exceeding six square feet in area may be placed on routes leading the property for sale subject to the approval of the property owner. In all other zoning districts one sign located on property for sale, lease or rent shall be permitted, provided it does not exceed 32 square feet in area and is set back in accordance with the provisions of this section.

If the lot has multiple frontages, one additional sign not exceeding six square feet in area in residential districts or 32 square feet in area in all other districts shall be permitted. Under no circumstances shall more than two such signs be permitted on a lot.

Such signs must be removed within 30 days of the property's sale. A sign permit shall not be required for these types of signs.

- (6) Garage sale and estate sale signs announcing the sale of household goods, provided the following: There is only one sign per premises; that they are on-premises only; entirely on private property; that they do not exceed six square feet in area; and that they are erected no more than three business days before and are removed within one business day after the announced sale. A sign permit shall not be required for these types of signs.

Section 48-10 *(Future Provisions as Requested)*

(For discussion)

Section 48-11 Freeway Sign Restriction Overlay.

- (a) Intent. The Intent of the Freeway Sign Restriction Overlay is to promote safety and quality community aesthetics along the I-94 and I-275 corridors by limiting the size and number of signs placed in proximity of the interstate right-of-way.
- (b) Location. The provisions of the Freeway Sign Restriction Overlay shall apply on private property within 100 feet of the right-of-way of Interstate I-94 and I-275, regardless of the underlying Zoning District. The Overlay provisions shall only apply within the 100-foot area. The remainder of the lot shall not be subject to the Overlay.
- (c) Relationship to Other Regulations. All regulations of this Article shall apply within the Overlay, in addition to the regulations of the Overlay itself. In the event of a conflict, the more restrictive regulation shall govern.
- (d) Regulations. Signs within the I-94 and I-275 Sign Restriction Overlay shall be permitted only in accordance with the following regulations:
 - (1) Signs within the Sign Restriction Overlay shall be permitted in M-1, M-2, and MT zoning districts, and shall be considered the principal use of such lots. Signs shall not be placed on a lot with any other building thereon, and no other structure shall be placed on a lot where such sign is located.
 - (2) Where two or more signs within the Sign Restriction Overlay are located along the frontage of a street or highway, they shall be not less than 1,000 feet apart. The double face (back-to-back) of a V-type structure is permitted, but only one side shall be visible to traffic proceeding from any given direction.
 - (3) The total surface area, facing in the same direction, of any Signs within the Sign Restriction Overlay, shall not exceed 300 square feet.
 - (4) Signs within the Sign Restriction Overlay shall not exceed 45 feet in height from ground level within the overlay.
 - (5) Signs within the Sign Restriction Overlay shall not be erected on the roof of any building nor have one sign above another.
 - (6) Signs must be at least 500 feet from park, playground, school, church, residential use, or residential district.

- (7) Signs must be at least 50 feet from any public R.O.W. lines.
- (8) The applicant must demonstrate that all permits required by the state have been obtained.
- (9) Freeway signs may be comprised, in whole or in part, of a LED moving image sign, as defined in this chapter.
- (10) Up to 25 percent of the sign may consist of a moving sign, as defined in this chapter.
- (11) Signs within the Sign Restriction Overlay shall meet the lighting standards found in this section.

Section 48-12 Nonconforming Signs

(a) Nonconforming signs are those signs that do not comply with the size, placement, construction or other standards or regulations of this chapter, but were lawfully established prior to the adoption of the ordinance from which this chapter is derived. The intent of this chapter is to encourage eventual elimination of nonconforming signs in a timely manner. This objective is considered as much a subject of public health, safety, and welfare as the prohibition of new signs in violation of this chapter. Therefore, the purpose of administering this chapter is to remove illegal nonconforming signs while avoiding any unreasonable invasion of established private property rights.

(b) No nonconforming sign shall be altered or reconstructed, unless the alteration or reconstruction is in compliance with this chapter, except that nonconforming signs shall comply with the following regulations:

(1) *Repairs and maintenance.* Normal maintenance shall be permitted, provided that any nonconforming sign that is destroyed by any means to an extent greater than 50 percent of the sign's pre-catastrophe fair market value, exclusive of the foundation, shall not be reconstructed. Normal maintenance shall include painting of chipped or faded signs; replacement of surface panels provided the new panels are no larger than the existing panels; or repair or replacement of electrical wiring or electrical devices.

(2) *Nonconforming changeable message signs.* The message on a nonconforming changeable message sign or nonconforming bulletin board sign may be changed, provided that the change does not create any greater nonconformity.

(3) *Substitution.* No nonconforming sign shall be replaced with another nonconforming sign.

(4) *Modifications to the principal building.* Whenever the principal building on a site on which a nonconforming sign is located is modified to the extent that site plan review and approval is required, the nonconforming sign shall be removed.

(5) *Discontinuance.* A nonconforming sign shall not be re-established after the activity, business, or use to which it related has been discontinued for 90 days or longer.

(6) *Continued use of nonconforming sign structure.*

- a. Where the city's building code official determines that a nonconforming sign structure and frame are in good condition and can be reused by a new occupant in a leased or rented building, the building owner shall not be required to remove the sign structure and frame in the interim periods when the building is not occupied.
- b. If the building is unoccupied for less than 30 days, the previous business' sign information may be retained.
- c. If the building is unoccupied for more than 30 days, the previous business' sign information must be removed. In such cases, the sign must be maintained in good condition and any openings must be covered with appropriate panels.

(7) *Application of building ordinance and other adopted codes.*

- a. Nothing in this chapter shall be construed to supplant or supersede the requirements of chapter 8, any state, national, or international code adopted by the city, or any other ordinance setting forth requirements or procedures pertaining to the use, repair, or demolition of the principal building or other structure on which a nonconforming sign is located.
- b. To the extent any such principal building or structure is demolished pursuant to any applicable city ordinance or adopted code, any nonconforming sign thereon or on the premises shall likewise be demolished or otherwise removed and shall not be replaced in any nonconforming fashion.

Section 48-13 Dangerous, unsafe, abandoned and illegally erected signs.

(a) *Dangerous signs.* Notwithstanding subsection (e) of this section, any sign constituting an immediate hazard to health or safety shall be deemed a nuisance and may be immediately removed by the city and the cost thereof charged against the owner of the property on which it was installed.

(b) Unsafe signs. Any sign that becomes insecure, in danger of falling, or otherwise unsafe but not considered an immediate danger by the building code official to the health or safety of the public shall be removed or repaired according to the process outlined in subsection (e) of this section.

(c) Abandoned signs. Any sign that advertises a business that has been discontinued for at least 90 days or that advertises a product or service that is no longer offered shall be deemed abandoned. Permanent signs applicable to a business temporarily suspended by a change in ownership or management shall not be deemed abandoned unless the structure remains vacant for at least six months. An abandoned sign shall be removed by the owner or lessee of the premises. If the owner or lessee fails to remove the sign, the building code official shall initiate the process noted in subsection (e) of this section.

(d) Illegally erected signs. The building code official shall order the removal of any sign erected illegally **in** violation of this chapter, according to the process outlined in subsection (e) of this section.

(e) Process for enforcing violations. For violations of this chapter the building code official shall send notice, by certified mail addressed to the property owner and to the owner of the sign if not the property owner, at their last known address. The notice shall describe the violation and allow seven days for removal. Should the sign not be removed or repaired within the time specified, the building code official shall have the authority to remove the sign, and the property owner shall be liable for the cost thereof, in addition to the penalties described in section 1-15.

Section 48-14 Administration.

(a) Sign permits. Except where otherwise noted, sign permits shall be required for signs as indicated in Table 48-7. Where required, permits shall be processed according to the following:

(1) Application. Applications for sign permits shall be made upon forms provided by the building code official, and shall contain or have attached thereto the following information:

- a. Name, address, telephone number and copy of both sides of driver's

license of the applicant.

- b. Location of building, structure or lot to or upon which the sign or other advertising structure is to be attached or erected.
- c. Position of the sign or other advertising structure in relation to nearby buildings or structures.
- d. Two blueprints or ink drawings or the plans and specifications and the method of construction and attachment to the building or in the ground.
- e. Copy of stress sheets and calculations showing the structure is designed for dead load and wind pressure in any direction in the amount required by this and all other laws and ordinances of the city; provided that where the building code official deems it advisable, he may require the approval of the structural design by a registered engineer;
- f. Name of the person erecting the structure.
- g. Written consent of the owner as to where the sign is to be erected on vacant land.
- h. Color renderings including lettering, graphics, logos, etc.
- i. Details for sign components, including mechanical and electrical systems.
- j. Such other information as the building code official shall deem necessary to show full compliance with this and all other laws and ordinances of the city.

(2) *Fee.* Every applicant, before being granted a sign permit, shall pay to the city treasurer a permit fee as shall be established by resolution of the city council from time to time.

(b) Appeal to the zoning board of appeals.

(1) Any party who has been refused a sign permit for a proposed sign may file an appeal with the zoning board of appeals in accordance with this chapter and article 22 of the zoning ordinance. In determining whether a variance is appropriate, the zoning board of appeals shall study the sign proposal, giving consideration to any extraordinary circumstances, such as those listed below, that would cause practical difficulty in complying with the sign standards. The presence of any of the circumstances listed may

be sufficient to justify granting a variance; however, the zoning board of appeals may decline to grant a variance even if certain of the circumstances are present.

(2) In granting a variance, the zoning board of appeals may attach such conditions regarding the location, character, and other features of the proposed sign as it may deem reasonable. In granting a variance, the zoning board of appeals shall state the grounds and findings upon which it justifies granting the variance.

- a. Permitted signage could not be easily seen by passing motorists due to the configuration of existing buildings, trees, or other obstructions.
 - b. Permitted signage could not be seen by passing motorists in sufficient time to permit safe deceleration and exit. In determining whether such circumstances exist, the zoning board of appeals shall consider the width of the road, the number of moving lanes, the volume of traffic, and speed limits.
 - c. Existing signs on nearby parcels would substantially reduce the visibility or advertising impact of a conforming sign on the subject parcel.
 - d. Construction of a conforming sign would require removal or severe alteration to natural features on the parcel, such as, but not limited to removal of trees, alteration of the natural topography, filling of wetlands, or obstruction of a natural drainage course.
 - e. Construction of a conforming sign would obstruct the vision of motorists or otherwise endanger the health or safety of passers-by.
 - f. Variance from certain sign regulations would be offset by increased building setback, increased landscaping, or other such enhancements, so that the net effect is an improvement in appearance of the parcel, compared to the result that would be otherwise achieved with construction of a conforming sign.
 - g. A sign which exceeds the permitted height or area standards of this chapter would be more appropriate in scale because of the large size or frontage of the parcel or building.
- (c) *Waivers.* Nothing in this chapter shall restrict the granting of sign waivers within a planned development area (PDA), where deemed appropriate by the planning commission.
- (d) *Review of application and issuance of permits.*

1) *Building code official review.* The building code official shall review the sign permit application for any sign proposed on a site or existing building where no other new construction is proposed.

2) *Issuance of a permit.* Following review and approval of a sign application by the building code official, the building code official shall have the authority to issue a sign permit.

3) *Exceptions.* A sign shall not be enlarged or relocated except in conformity with the provisions set forth herein for new signs, nor until a proper permit has been secured. However, a new permit shall not be required for ordinary servicing or repainting of an existing sign message, cleaning of a sign, or changing of the message on the sign where the sign is designed for such changes (such as lettering on a marquee or numbers on a gasoline price sign).

(e) *Inspection and maintenance.*

1) *Inspection of new signs*

a. All signs for which a permit has been issued shall be inspected by the building code official when erected. Approval shall be granted only if the sign has been constructed in compliance with the approved plans and applicable city ordinances and adopted codes.

b. In cases where fastenings or anchorages are to be eventually bricked in or otherwise enclosed, the sign erector shall advise the building code official when such fastenings are to be installed so that inspection may be completed before enclosure.

2) *Inspection of existing signs.* The building code official shall have the authority to routinely enter onto property to inspect existing signs. In conducting such inspections, the building code official shall determine whether the sign is adequately supported, painted to prevent corrosion, and so secured to the building or other support as to safely bear the weight of the sign and pressure created by the wind.

3) *Correction of defects.* All dangerous, unsafe, poorly maintained, improperly constructed, or defective signs shall be corrected as outlined in this ordinance.



City of Romulus

Treasurer's Report

Council Meeting Held:

June 8, 2026

Item No. 9.

General Description: _____

Resolution No. _____

Moved by: Abdo Bullock Jones Roscoe Talley Wadsworth Wilhide

Seconded by: Abdo Bullock Jones Roscoe Talley Wadsworth Wilhide

Ayes: All Abdo Bullock Jones Roscoe Talley Wadsworth Wilhide

Nays: All Abdo Bullock Jones Roscoe Talley Wadsworth Wilhide

Abstain: All Abdo Bullock Jones Roscoe Talley Wadsworth Wilhide

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Unfinished Business

Council Meeting Held:

June 8, 2026

Item No. 11.

General Description: _____

Resolution No. _____

Moved by:	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
Seconded by:	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

Ayes:	All	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
Nays:	All	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
Abstain:	All	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

New Business

Council Meeting Held:
Item No. 12.

June 8, 2026

General Description: _____

Resolution No. _____

Moved by:	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
Seconded by:	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

Ayes:	All	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
Nays:	All	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
Abstain:	All	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Warrant

Council Meeting Held: **June 8, 2026**

Item No. A.

General Description: Approval of Warrant #: 26-11 for checks presented in the amount of \$778,185.01

Resolution No. _____

<i>Moved by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Seconded by:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

<i>Ayes:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Nays:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide
<i>Abstain:</i>	Abdo	Bullock	Jones	Roscoe	Talley	Wadsworth	Wilhide

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

CITY OF ROMULUS WARRANT REGISTER SUMMARY

Council Meeting Date: June 8, 2026
Warrant Number: 26-11

TOTAL WARRANT REGISTER

\$778,185.01

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

6/3/2026

CHECK DISBURSEMENT REPORT FOR CITY OF ROMULUS
CHECK DATE FROM 05/21/26 - 6/03/26

Fund		Amount
Total for fund 101	General Fund	\$45,117.37
Total for fund 205	Public Safety Fund	\$27,957.58
Total for fund 211	Cable TV	\$10.93
Total for fund 218	Merriman Rd. Spec. Assess	\$6,955.45
Total for fund 225	Community Employee Activity Fund	\$400.00
Total for fund 247	Tax Increment Finance Authority	\$78,354.49
Total for fund 248	Downtown Development Authority	\$4,760.14
Total for fund 260	Michigan Indigent Defense Fund	\$7,923.50
Total for fund 271	Library Fund	\$4,900.46
Total for fund 396	Water Debt Services	\$700.00
Total for fund 592	Water & Sewer Fund	\$470,314.63
Total for fund 661	Motor Vehicle	\$31,131.97
Total for fund 664	Technology Services	\$17,963.26
Total for fund 676	Retiree's Ins. Benefits	\$6,077.64
Total for fund 701	Revolving Fund	\$3,035.00
Total for fund 702	General Tax Fund	\$67,777.07
Total for fund 704	Imprest Payroll Fund	\$4,805.52
TOTAL - ALL FUNDS		\$778,185.01

6/03/2026

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 5/21/2026 - 6/03/2026

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank POOL POOLED CASH						
05/21/2026	POOL	94976	3754	LAURIE JAMES	12.5 DOZ COOKIES PATRIOTIC DESIGNS	300.00
06/03/2026	POOL	2742(E)	2965	CLEAR RATE COMMUNICATIONS, INC.	ACCOUNT # 4876633 5/21/26-6/20/26	7,391.35
06/03/2026	POOL	2743(E)	0012	DTE ENERGY	35257 GODDARD - HOOK & LADDER THEATER BU WELCOME TO ROMULUS SIGN 4/16/26-5/14/26 10942 WAYNE - WELCOME TO ROMULUS SIGN 4/ 7690 WAYNE WATER PUMP, 4/17/26-5/15/26 MARY ANN BANKS (RESTROOM) - 37350 GODDAR PAVILION DOWNTOWN DDA - 36095 GODDARD 4/ 37200 GODDARD-MARY ANN BANKS PARK - 4/21 PUMP STATION - 16326 HARRISON - 4/18/26- 7930 AMBER PUMP STATION - 4/18/26-5/18/	67.35 29.95 20.36 103.69 18.70 23.08 83.96 138.18 32.04
						517.31
06/03/2026	POOL	2744(E)	0891	HOME DEPOT	11189 SHOOK RD BUILDING REPAIRS & SUPPLI SUPPLIES FOR EAGLE ALLEY DRAIN - 36539 G FIRE DEPARTMENT: NEW ENGINE (E3) EQUIPME	103.22 29.34 1,555.71
						1,688.27
06/03/2026	POOL	2745(E)	2947	NATIONAL VISION ADMINISTRATORS, LLC	VISION COVERAGE FOR MARCH 2026 VISION COVERAGE FOR FEB 2026	3,267.78 3,217.06
						6,484.84
06/03/2026	POOL	2746(E)	4326	TELNET WORLDWIDE, INC	DIGITAL E-FAX BUNDLE MAY 2026 DIGITAL E-FAX BUNDLE JUNE 2026	73.78 73.78
						147.56
06/03/2026	POOL	94977	MISC	30739 EUREKA LLC	2024 WEED CUT PYMT REF/TRANS WINTER TX24	859.60
06/03/2026	POOL	94978	0092	34TH DISTRICT COURT	REF: DAKOTA SCHULTZ	500.00
06/03/2026	POOL	94979	MISC	ALEXIS FERGUSON	ANIMAL BOND SPAY / NEUTER REFUND 9/8/26	50.00
06/03/2026	POOL	94980	MISC	ALYSSA HOEHINH	SCHOLARSHIP RECIPIENT ROMULUS DRUG TASK	500.00
06/03/2026	POOL	94981	2804	AMAZON CAPITAL SERVICES	THE DORIANS OUR DINING TABLE SECONDS PLEASE BUSINESS SOURCE TAPE EXCELMARK CUSTOM STAMP PRAGMATA PS5 BIRDS IN THE SKY YOU THE COMPLETE FOURTH SEASON PRINTER PAPER, THERMAL PAPER RAFFLE TICKETS YOUTH ORDER YOTSUBA VOL.16 DEAD MANS HAND PAXCOO 100 PACK EXPLODING KITTENS FIRBON PAPER CUTTER	15.95 8.99 9.57 24.68 59.99 84.94 25.84 139.06 4.94 507.26 7.80 17.72 129.49 106.92 12.97
						1,156.12
06/03/2026	POOL	94982	4027	AMAZON CAPITAL SERVICES	FLEXIBLE METAL GARDEN HOSE 100 FT BANKER BOXES AND LAPTOP BAG MISC SUPPLIES FOR RECORDS, ISB, & EV TEC PUMPKIN PAINTING TENT SUPPLIES PUMPKIN FEST GAMES MISC SUPPLIES FOR RECORDS, ISB, & EV TEC MISC SUPPLIES: 3 MONITOR DESK MOUNT (CHI CAMERAS FOR METER READERS STICKERING SHRED BAGS FOR OLD FILED- COM DEV SUPPLIES FOR COMMUNITY DEVELOPMENT OFFIC FIREARMS MAINTENANCE: MISC SUPPLIES EV TECH: CANON EOS 6 MARK II MIRRORLESS FIREARMS MAINTENANCE: MISC SUPPLIES	57.94 123.88 13.91 41.19 247.45 218.84 284.98 149.94 14.99 479.97 396.06 2,299.00 204.21

6/03/2026

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 5/21/2026 - 6/03/2026

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
						4,532.36
06/03/2026	POOL	94983	MISC	AMBER HARGROVE	REFUND SENIOR ROOM RENTAL 5/24/26	100.00
06/03/2026	POOL	94984	MISC	ANN SZLINIS	ANN SZLINIS - MAY 2026 RETIREE HEALTHCAR	423.18
06/03/2026	POOL	94985	4633	ASTS, INC.	CHAIN OF CUSTODY FORMS - DRUG SCREENS	5.00
06/03/2026	POOL	94986	0064	BOUND TREE MEDICAL LLC	25/26 BLANKET PO - MEDICAL SUPPLIES AND	61.53
06/03/2026	POOL	94987	4551	CHRISTOPHER R. SHEMKE	MIDC PROGRAM SERVICE CHRISTOPHER SHEMKE	1,007.50
06/03/2026	POOL	94988	0086	CINTAS FAS	25/26 BLANKET MEDICINE CABINET RESTOCK	69.95
					25/26 BLANKET PO FOR WATER PURIFIER/ICE	225.00
						294.95
06/03/2026	POOL	94989	0917	CITY OF WAYNE	36345 VAN BORN RD SW/WF APRIL 2026	12,034.91
06/03/2026	POOL	94990	3386	CONSTELLATION NEWENERGY	CITY GAS BILLS 5/21/2	13,077.32
06/03/2026	POOL	94991	MISC	COREY CHANDLER	MEAL REIMBURSEMENT FOR INVESTIGATOR CLAS	63.33
06/03/2026	POOL	94992	0584	DEMCO	VISTAFOIL LAMINATE GLOSS	251.90
06/03/2026	POOL	94993	3209	DIRECT CONSTRUCTION SERVICES, LC DR	BD BOND REFUND 12175 HANNAN	200.00
06/03/2026	POOL	94994	2594	DOWNRIVER UTILITY WASTEWATER AUTHOR	WASTEWATER DISPOSAL CHARGES APRIL 2026	95,159.91
06/03/2026	POOL	94995	0012	DTE ENERGY	36542 GODDARD RD 4/21/26-5/19/26	79.25
06/03/2026	POOL	94996	3209	DYLAN LUPRO	BD BOND REFUND 10536 INKSTER	400.00
06/03/2026	POOL	94997	3298	ELECTROCYCLE, INC	25/26 BLANKET PO FOR TECH SERVICE ELECTO	66.00
					25/26 BLANKET PO FOR TECH SERVICE ELECTO	138.75
					SPRING COMMUNITY SHRED DAY AND ELECTRONI	1,800.00
						2,004.75
06/03/2026	POOL	94998	4613	EMILY HOWARD	THEE FOX AND THE FIDDLE ENTERTAINMENT FO	400.00
06/03/2026	POOL	94999	4319	EPH THREE LLC	LABOR & MATERIAL FOR SIDEWALK ART TOUCH-	1,306.95
06/03/2026	POOL	95000	3681	ESO SOLUTIONS INC	SCHEDULING & CARIDAC MONITOR INTEGRATION	2,804.43
06/03/2026	POOL	95001	4223	FASTSIGNS OF LINCOLN PARK, MI	FAT HEAD FOR COMMUNITY DEVELOPMENT OFFIC	113.77
06/03/2026	POOL	95002	0875	GENERAL FUND	COLONIAL LIFE MAY 2026 2% ADMIN FEE	5.92
					AFLAC MAY 2026 3% ADMIIN FEE	258.83
						264.75
06/03/2026	POOL	95003	2625	GLG PRINT	COR ITB 21/22-11 25/26WATER BILL PRINTIN	2,185.33
06/03/2026	POOL	95004	3264	GREAT LAKES WATER AUTHORITY	300-2451-S INDUSTRIAL WASTE CONTROL FOR	855.83
06/03/2026	POOL	95005	3264	GREAT LAKES WATER AUTHORITY	ACCT # CUS-0000068 WATER USAGE/FIXED CHA	352,370.10
06/03/2026	POOL	95006	MISC	JASON CRAMPTON	PARK RENTAL DEPOSIT 104420597	50.00
06/03/2026	POOL	95007	4630	JOHN SAWYERS	FIRE OFFICER 1 CLASS	3,850.00
06/03/2026	POOL	95008	4261	KANOPY INC	151 TICKETS 3 CREDITS	143.65
06/03/2026	POOL	95009	MISC	KIMMAIA MARTIN	SCHOLARSHIP RECIPIENT ROMULUS DRUG TASK	500.00
06/03/2026	POOL	95010	MISC	LASHONTA SMITH	REFUND SENIOR ROOM RENTAL 5/23/26	100.00
06/03/2026	POOL	95011	4588	LAW OFFICE OF DIONE C. PATILLO	MIDC PROGRAM SERVICE DIONE PATILLO	97.50
					MIDC PROGRAM SERVICE DIONE PATILLO	1,631.50
						1,729.00
06/03/2026	POOL	95012	4436	LENOVO (UNITED STATES) INC	LAPTOP FOR COMMUNITY DEVELOPMENT NEW HIR	1,886.00
06/03/2026	POOL	95013	4628	LENEX PLUMBING, LLC.	BOTTLE FILLING STATION FOR STATION 4	2,999.00
06/03/2026	POOL	95014	3209	M & B REALTY	BD BOND REFUND 16083 HOLLYWOOD	200.00
06/03/2026	POOL	95015	4172	MACQUEEN EQUIPMENT, LLC	FIRE DEPARTMENT: 4 GAS MONITOR CALIBRATI	647.08
06/03/2026	POOL	95016	MISC	MELISSA COOK	FILLING READBOXES MILEAGE REIMBURSEMENT	9.43
06/03/2026	POOL	95017	0088	MESSENGER PRINTING SERVICE INC.	BUSINESS CARDS FOR COMMUNITY DEVELOPMENT	283.00
					EMPLOYEE BUSINESS CARDS	119.00
						402.00
06/03/2026	POOL	95018	0470	MI. ASSOC OF ANIMAL CONTROL OFFICER	TRAINING ACO FIELD SEDATION CLASS	175.00
					TRAINING ACO FIELD SEDATION CLASS	175.00
						350.00
06/03/2026	POOL	95019	0398	MICH ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL	100.00
06/03/2026	POOL	95020	0903	MICHIGAN DEPARTMENT OF TREASURY	2025 MSHDA DISTRIBUTION	41,862.72
06/03/2026	POOL	95021	0427	MIDWEST TAPE	CUSTOMER # 2000005771 BOOKS	47.99
					CUSTOMER # 2000005771 BOOKS	74.97
					CUSTOMER # 2000005771 BOOKS	582.57

6/03/2026

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 5/21/2026 - 6/03/2026

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					CUSTOMER # 2000005771 BOOKS	122.23
						827.76
06/03/2026	POOL	95022	MISC	MOHAMMAD MASA	REFUND FOR TAP. NOT DOING CONNECTION.	7,354.00
06/03/2026	POOL	95023	2088	OAKLAND COUNTY	CLEANING SUPPLIES FOR LIVE SCAN MACHINE	700.00
06/03/2026	POOL	95024	4598	OOMA, INC	AIRDIAL SERVICE APRIL 2026	36.37
06/03/2026	POOL	95025	4597	PETER GRANATA	MIDC SERVICE HOURS ATTORNEY PETER GRANAT	964.17
06/03/2026	POOL	95026	2960	PHOENIX SAFETY OUTFITTERS, LLC.	ITB 18/19-20 TURNOUT GEAR RENTAL FY 25/2	550.00
06/03/2026	POOL	95027	3117	QUADIENT LEASING USA INC	PIGGYBACK MIDEAL #17118000000009 IX-7 S	1,107.54
06/03/2026	POOL	95028	0172	R&R FIRE TRUCK REPAIR	E3 - FOAM SYSTEM	255.45
06/03/2026	POOL	95029	MISC	ROBAKIEWICZ FARMS	REF HYDRANT METER DEPOSIT #70050219	2,850.79
06/03/2026	POOL	95030	0681	ROMULUS COMMUNITY SCHOOLS	2025 MSHDA DISTRIBUTION	9,328.98
06/03/2026	POOL	95031	MISC	ROMULUS ROTARY	HOT DOGS FOR THE PARADE OF LIGHTS	555.15
06/03/2026	POOL	95032	MISC	STACY PAIGE	PHOTOGRAPHY FOR VETERANS MEMORIAL MONUME	166.74
06/03/2026	POOL	95033	3209	STEPHANIE LEWIS	BD BOND REFUND 15171 HARRISON	200.00
06/03/2026	POOL	95034	0503	STERICYCLE, INC.	25/26 BLANKET PO STERICYCLE SHARPS PICK	25.44
06/03/2026	POOL	95035	MISC	STEVE BRUMMER	REIMBURSEMENT FOR EXPENSES	53.97
06/03/2026	POOL	95036	MISC	STEWART REYNOLDS	ANIMAL BOND SPAY / NEUTER REFUND 6/4/25	50.00
06/03/2026	POOL	95037	MISC	TAMARA SHANK	ANIMAL BOND SPAY / NEUTER REFUND 4/9/26	50.00
06/03/2026	POOL	95038	3209	TODD BREUER	BD BOND REFUND 12140 SHARON	275.00
06/03/2026	POOL	95039	3593	TOSHIBA BUSINESS SOLUTIONS	INVERTED PO MONTHLY COPY CHARGES FY 25/2	138.52
					INVERTED PO MONTHLY COPY CHARGES FY 25/2	3,229.20
						3,367.72
06/03/2026	POOL	95040	0936	WAYNE COUNTY TREASURER	2025 MSHDA DISTRIBUTION	16,585.37
06/03/2026	POOL	95041	4601	WCA ASSESSING	ASSESSING MONTHLY SERVICES	9,375.00
06/03/2026	POOL	95042	0601	WEX BANK	INVERTED PO FY 25/26 ACCT 0462-00-398910	31,131.97
06/03/2026	POOL	95043	2945	ZONES, LLC	ENDPOINT PATCH MANAGEMENT NINJA ADVANCED	6,480.00
					REPLACEMENT NMC3 CARDS WITH UNIVERSAL I/	2,400.00
					REPLACEMENT NMC3 CARDS WITH UNIVERSAL I/	7,995.00
					25/26 BLANKET PO TECH SERVICES ZONES FOR	868.00
						17,743.00
06/12/2026	POOL	2747(A)	0038	A TO Z TOTAL HEATING	11189 SHOOK RD (CHAMBERS) EMERGENCY HVAC	860.92
06/12/2026	POOL	2748(A)	3336	ALLIE BROTHERS, INC	UNIFORM CAMERA HOLE	250.00
					UNIFORM ITEMS	150.00
						400.00
06/12/2026	POOL	2749(A)	2077	BREATHING AIR SYSTEMS	SEMI-ANNUAL TESTING, PM & REPAIRS TO CO	1,062.91
06/12/2026	POOL	2750(A)	4558	CORY WESTMORELAND	MIDC SERVICE HOURS ATTORNEY COREY WESTMO	877.50
06/12/2026	POOL	2751(A)	1550	CQC INC	RFP 24/25-07 2 YEAR MAINTENANCE FOR SAD	6,320.00
					FLOWERBED MAINTENANCE ON VINING & INSTAL	380.50
					FLOWERBED MAINTENANCE ON VINING ROAD	225.00
						6,925.50
06/12/2026	POOL	2752(A)	3307	CROWN AWARDS	PUMPKIN FEST- PUMPKIN CHUCKIN AWARDS	29.48
06/12/2026	POOL	2753(A)	4206	IMAGE PRINTING	ENVELOPES, CITY RETURN ADDRESS WINDOW	870.00
06/12/2026	POOL	2754(A)	2913	KIESLER POLICE SUPPLY INC	MISC FIREARM SUPPLIES	20.09
06/12/2026	POOL	2755(A)	4119	LAW OFFICES OF JOSHUA L. HADLEY	MIDC PROGRAM SERVICE JOSHUA L. HADLEY	1,737.66
06/12/2026	POOL	2756(A)	3777	LAW OFFICES OF SAMER N. JADALLAH	MIDC SERVICE HOURS ATTORNEY SAMER JADALL	1,332.50
06/12/2026	POOL	2757(A)	4617	MEDPRO WASTE DISPOSAL, LLC	MEDICAL WASTE REMOVAL EVERY 3 MONTHS - 1	49.75
06/12/2026	POOL	2758(A)	4608	MICRO MARKETING, LLC	HARDCOVER BOOKS	183.08
					HARDCOVER BOOKS	98.40
					HARDCOVER BOOKS	29.58
					HARDCOVER BOOKS	391.10
						702.16
06/12/2026	POOL	2759(A)	4489	MILES J. GEROU	MIDC SERVICE HOURS ATTORNEY MILES GEROU	275.17
06/12/2026	POOL	2760(A)	0068	MUCHMORE HARRINGTON SMALLEY & ASSOC	25/26 INVERTED PO FOR LEGISLATIVE SERVI	4,000.00
06/12/2026	POOL	2761(A)	4606	MVP PHOTOS	FRAME RESIZINGS AND ADDITIONAL COMPOSITE	1,390.00
06/12/2026	POOL	2762(A)	3041	NORTHSTAR MAT SERVICE	ACCOUNT # 1862-11121	53.68
06/12/2026	POOL	2763(A)	0736	ORCHARD, HILTZ & MCCLIMENT	FINAL DESIGN ENGINEERING SERVICES FOR 1-	2,728.50
					FINAL DESIGN ENGINEERING SERVICES FOR 1-	17,666.00

6/03/2026

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 5/21/2026 - 6/03/2026

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					ROMULUS ATHLETIC CENTER- BUILDING ADDITI	51,868.50
						72,263.00
06/12/2026	POOL	2764(A)	0984	PARKWAY SERVICES, INC.	FIRE DEPARTMENT: PORTA JOHN FOR STATION	130.00
					PORTA JOHN SERVICES FOR ST. JOHN'S LODGE	130.00
					RED SCHOOL HOUSE PORTAJOHN 5.30.26-6.28.	220.00
					PORTA JOHN SERVICES FOR ST. JOHN'S LODGE	480.00
					PORTA JOHN SERVICES FOR ST. JOHN'S LODGE	130.00
					PORTA JOHN SERVICES FOR ST. JOHN'S LODGE	130.00
					HISTORICAL PARK HC PORTAJOHN (6.1.26-6.3	130.00
						1,350.00
06/12/2026	POOL	2765(A)	4242	PPM TREE SERVICE & ARBOR CARE LLC	DEAD TREE REMOVAL FOR THE CEMETERY	3,400.00
					DEAD TREE REMOVAL FOR THE CEMETERY	2,600.00
						6,000.00
06/12/2026	POOL	2766(A)	3959	PRETTY FACE CLEANING SERVICES	GROWTH WORKS 34TH DISTRICT COURT	200.00
					FY 25/26 BLANKET PO 11189 SHOOK RD CLEAN	150.00
					GROWTH WORKS 34TH DISTRICT COURT	100.00
						450.00
06/12/2026	POOL	2767(A)	0234	PRIORITY ONE EMERGENCY	UNIFORMS	191.98
					FIRE DEPARTMENT: BADGES	311.97
						503.95
06/12/2026	POOL	2768(A)	0189	ROSE PEST SOLUTIONS	ANN SZLINIS - MAY 2026 RETIREE HEALTHCAR	84.00
06/12/2026	POOL	2769(A)	1551	S & F FOODS, INC.	25/26 BLANKET PO FOR PRISONER FOOD	75.00
06/12/2026	POOL	2770(A)	0968	SCHOOLCRAFT COLLEGE	SPONSORSHIP 5473 STUDENT 0914572	2,985.00
06/12/2026	POOL	2771(A)	4527	SCHULTZ AND YOUNG P.C.	00013 - LEGAL SERVICES APRIL 2026	5,190.00
06/12/2026	POOL	2772(A)	4616	SPURT INDUSTRIES	SPURT COMPOST/DIRT FOR SENIOR BEDS	599.34
06/12/2026	POOL	2773(A)	4163	THE PAWS CLINIC	25/26 BLANKET PO SPAY / NEUTER RABIE SHO	122.00
POOL TOTALS:						
Total of 100 Checks:						778,185.01
Less 0 Void Checks:						0.00
Total of 100 Disbursements:						778,185.01

Fleet Gasoline Charges for May 2026

Department	Transactions	Total Amount	Total Fuel	Rebate	Total Invoice
ANIMAL	3	\$194.65	229.71		
Building Dept	20	\$990.92	1167.82		
CITY HALL	4	\$266.93	317.07		
DPW	108	\$7,564.27	8879.78		
FIRE	63	\$6,158.07	7158.77		
Mayor's Office	3	\$144.82	171.08		
ORDINANCE	5	\$261.52	306.44		
Ordinance	3	\$123.86	145.07		
POLICE	419	\$14,849.92	17411.66		
Recreation	2	\$117.11	138.71		
SENIORS	15	\$1,018.73	1183.66		
	645	\$31,690.80	37109.77	\$558.83	<u><u>\$31,131.97</u></u>

City hall includes 4 transactions. 3 by Kevin Krause and 1 by Jerry Frayer.

April 2026 Constellation charges		Amount due
34th District Court	11131 WAYNE ROAD	1,171.43
34th District Court	11131 WAYNE ROAD	18.25
Fire Sta#3	6900 WAYNE RD	148.34
Fire Sta#4	28777 EUREKA RD	475.14
Senior Ctr.	36525 BIBBINS ST	812.21
Police Dept.	11165 OLIVE ST	1,650.75
City Hall	11111 WAYNE RD	1,412.19
Fire Sta#2	7221 MIDDLEBELT RD	268.01
Library	11121 WAYNE RD	1,653.44
RAC	35765 NORTHLINE RD	7,998.75
D.P.W.	12600 WAYNE RD	2,889.92
Occupant-West Shore	37230 NORTHLINE RD	90.28
Cemetery	10210 Shook Road	19.11
Occupant-Hook & Lad	35257 GODDARD RD	225.57
Animal Shelt.	12300 WAYNE RD	450.86
Hist. PK. School	11120 HUNT ST	58.38
Kingsley H.	11147 HUNT ST	91.26
DDA/Chamber	11189 SHOOK RD	153.06
New 34th District	11129 Wayne Road	1,404.44
36542 Goddard	36542 GODDARD RD	84.68
Total invoice		\$21,076.07
Total minus RAC		\$13,077.32



City of Romulus

Communication

Council Meeting Held:
Item No. 14

June 8, 2026

Councilperson Abdo: _____

Councilperson Bullock: _____

Councilperson Jones: _____

Councilperson Roscoe: _____

Councilperson Talley: _____

Councilperson Wadsworth: _____

Councilperson Wilhide: _____



City of Romulus

Adjournment

Council Meeting Held:

June 8, 2026

Item No. 15

General Description: _____

Resolution No. _____

Moved by: Abdo Bullock Jones Roscoe Talley Wadsworth Wilhide
Seconded by: Abdo Bullock Jones Roscoe Talley Wadsworth Wilhide

Ayes: All Abdo Bullock Jones Roscoe Talley Wadsworth Wilhide
Nays: All Abdo Bullock Jones Roscoe Talley Wadsworth Wilhide
Abstain: All Abdo Bullock Jones Roscoe Talley Wadsworth Wilhide

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED