



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

May 26, 2020

7:30 PM

Pledge of Allegiance

Roll Call

1. Agenda

- A. Approval of Agenda

2. Minutes

- A. Approval of the Minutes from the Regular Council Meeting held on 5/11/2020

3. Petitioner

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

- A. Approval of the Chairperson's Report

5. Mayor's Report – LeRoy D. Burcroff, Mayor

- A. Extension of Cell Tower Agreement
- B. Bureau of Justice Agreement Award
- C. Introduction of Budget Amendment 19/20-18
Public Safety Fund

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

7. Treasurer's Report – Stacy Paige, Treasurer

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

9. Unfinished Business

10. New Business

11. Warrant

- A. Approval of Warrant #:20-10, Checks presented in the amount of \$ 1,086,668.38

12. Communication

13. Adjournment



RULES REGARDING THE PUBLIC ADDRESSING A CITY MEETING

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

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

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



City of Romulus

Agenda

Council Meeting Held: **May 26, 2020**

Item No. 1A.

General Description: Approval of Agenda

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Minutes

Council Meeting Held: **May 26, 2020**

Item No. 2A.

General Description: Approval of the Minutes from the Regular Council Meeting held on 5/11/2020

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MINUTES OF THE REGULAR ROMULUS CITY COUNCIL MEETING
May 11, 2020
MEETING HELD ELECTRONICALLY – VIA ZOOM TELECONFERENCING

Meeting called to order at 7:30 p.m. by Mayor Pro Tem, John Barden.

Pledge of Allegiance – Led by Councilman William Wadsworth

The council meeting was held in accordance to Governor Whitmer's Executive Order 2020-48, (1) (a), that a meeting of a public body may be held electronically, by telephone or video conferencing, in a manner in which both the general public and the members of the public body may participate by electronic means.

Roll Call

Present: Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth, Eva Webb, Virginia Williams,
Absent / Excused: None

Administrative Officials in Attendance:

Leroy Burcroff, Mayor
Ellen L. Craig-Bragg, Clerk
Stacy Paige, Treasurer

1. Agenda

A. Moved by **Kathy Abdo**, seconded by **Tina Talley** for Approval of the Agenda as presented.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams
Nays - None
Motion Carried Unanimously

2. Minutes

A. Res. # 20-119 Moved by **William Wadsworth**, seconded by **Eva Webb** for Approval of the Minutes from the Regular Council Meeting held on May 4, 2020.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams
Nays - None
Motion Carried Unanimously

B. Res. #20-120 Moved by **Kathy Abdo**, seconded by **Tina Talley** for Approval of the Minutes from the Public Hearing held on May 4, 2020 at 6:30 p.m. to discuss the FY 2020/21 Preliminary Budget.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams
Nays - None
Motion Carried Unanimously

3. Petitioner - None

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

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

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams
Nays - None
Motion Carried Unanimously

5. Mayor's Report – LeRoy D. Burcroff, Mayor

Mayor Burcroff acknowledged and thanked Abbie Akins, the Financial and Administrative Teams, and the City Council for working collaboratively on the FY 2020/21 Budget.

- A. Res. # 20-121** Moved by **Eva Webb**, seconded by **Celeste Roscoe** to concur with the Administration and adopt the General and Special Appropriations Act and Tax Levy Authorization for the City of Romulus and the 34th District Court Fiscal Year 2020-2021 as submitted by Mayor Burcroff.

**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, 2020 and ending June 30, 2021 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, 2020 and ending June 30, 2021, 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:

COUNCIL	\$ 99,770
MAYOR	754,610
CLERK	689,550
FINANCIAL SERVICES	11,567,320
TREASURER	451,460
PUBLIC SAFETY	1,440,850
PUBLIC SERVICES	3,757,490
COMMUNITY & ECONOMIC DEVELOPMENT	314,220
RECREATIONAL & CULTURAL	<u>669,600</u>
TOTAL EXPENDITURES	<u>19,744,870</u>

REVENUES

PROPERTY TAXES	\$ 8,676,500
BUSINESS LICENSES & PERMITS	216,000
FEDERAL GRANTS & REVENUES	-
STATE GRANTS & REVENUES	4,181,040
CHARGES FOR SERVICES	814,770
FINES & FORFEITS	1,300,000
INTEREST & RENTS	620,880
OTHER REVENUES	1,793,260
CONTRIBUTIONS FROM LOCAL UNITS	63,770
NON-BUSINESS LICENSES & PERMITS	<u>1,274,200</u>
TOTAL REVENUES	<u>18,940,420</u>
APPROPRIATION - FUND BALANCE	804,450
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>19,744,870</u>

SECTION 3. That for the said fiscal year there is hereby appropriated out of the Major Roads Fund on an activity basis, the following:

MAJOR ROADS FUND EXPENDITURES	\$ 3,131,650
TRANSFER TO LOCAL STREETS	-
TRANSFER TO DEBT FUND	<u>205,730</u>
TOTAL EXPENDITURES & CONTINGENCIES	<u>3,337,380</u>
REVENUES	<u>2,382,290</u>
APPROPRIATION - FUND BALANCE	955,090
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>3,337,380</u>

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

LOCAL STREETS FUND EXPENDITURES	\$ <u>1,018,780</u>
REVENUES	<u>786,330</u>
APPROPRIATION - FUND BALANCE	232,450
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>1,018,780</u>

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

PUBLIC SAFETY FUND	\$ <u>14,029,510</u>
REVENUES	<u>14,029,510</u>

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:

ROMULUS ATHLETIC CENTER	\$ <u>2,661,757</u>
REVENUES	<u>2,662,648</u>

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

CEMETERY FUND	\$ <u>8,000</u>
REVENUES	<u>80</u>
APPROPRIATION - FUND BALANCE	7,920
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>8,000</u>

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

CABLE TELEVISION	\$ <u>371,600</u>
REVENUES	<u>373,330</u>

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:

MERRIMAN RD SPECIAL ASSESSMENT	\$ <u>131,720</u>
REVENUES	<u>99,740</u>
APPROPRIATION - FUND BALANCE	31,980
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>131,720</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:

STREET LIGHTING	\$ <u>625,010</u>
REVENUES	<u>621,380</u>
APPROPRIATION - FUND BALANCE	3,630
TOTAL REVENUES & APPROPRIATED FUND BALANCE	<u>625,010</u>

SECTION 11. That for the said fiscal year there is hereby appropriated out of the Oakwood Special Assessment District on an activity basis, the following:

OAKWOOD SPECIAL ASSESSMENT DISTRICT	\$	<u>8,500</u>
REVENUES		<u>20,910</u>

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

COMMUNITY/EMPLOYEE ACTIVITY FUND	\$	<u>2,300</u>
REVENUES		<u>3,700</u>

SECTION 13. That for the said fiscal year there is hereby appropriated out of the Sanitation Fund on an activity basis, the following:

SANITATION	\$	<u>1,304,930</u>
REVENUES		<u>1,352,580</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:

COMMUNITY DEVELOPMENT BLOCK GRANTS	\$	<u>39,560</u>
REVENUES		<u>39,560</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:

MICHIGAN INDIGENT DEFENSE FUND	\$	<u>514,370</u>
REVENUES		<u>561,990</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:

9 1 1 FUND	\$	<u>162,200</u>
REVENUES		<u>154,760</u>
APPROPRIATION - FUND BALANCE		7,440
TOTAL REVENUES & APPROPRIATED FUND BALANCE		<u>162,200</u>

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

FEDERAL LAW ENFORCEMENT	\$	<u>57,160</u>
REVENUES		<u>1,800</u>
APPROPRIATION - FUND BALANCE		55,360
TOTAL REVENUES & APPROPRIATED FUND BALANCE		<u>57,160</u>

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

STATE FORFEITURE	\$	<u>125,000</u>
REVENUES		<u>52,000</u>
APPROPRIATION - FUND BALANCE		73,000
TOTAL REVENUES & APPROPRIATED FUND BALANCE		<u>125,000</u>

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

MUNICIPAL LIBRARY	\$	<u>986,040</u>
REVENUES		<u>870,340</u>
APPROPRIATION - FUND BALANCE		115,700
TOTAL REVENUES & APPROPRIATED FUND BALANCE		<u>986,040</u>

SECTION 20. That for the said fiscal year there is hereby appropriated out of the Special Assessment - Beverly Road Fund on an activity basis, the following:

SPECIAL ASSESSMENT - BEVERLY ROAD	\$	<u>86,620</u>
REVENUES		<u>76,770</u>
APPROPRIATION - FUND BALANCE		9,850
TOTAL REVENUES & APPROPRIATED FUND BALANCE		<u>86,620</u>

SECTION 21 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:

2017B COURT BUILDING CAPITAL IMPROVEMENT BONDS	\$	<u>1,041,980</u>
REVENUES		<u>1,053,980</u>

SECTION 22. 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:

2017A ECORSE/VINING CAPITAL IMPROVEMENT BONDS	\$	<u>1,282,880</u>
REVENUES		<u>1,283,380</u>

SECTION 23. 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:

2014 CAPITAL IMPROVEMENT BONDS	\$	<u>205,730</u>
REVENUES		<u>205,740</u>

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

SEWER DEBT SERVICE	\$	<u>320,000</u>
REVENUES		<u>90,000</u>
APPROPRIATION - FUND BALANCE		230,000
TOTAL REVENUES & APPROPRIATED FUND BALANCE		<u>320,000</u>

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

WATER DEBT SERVICE		
REVENUES	\$	<u>25,500</u>

SECTION 26. 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:

ECORSE CONSTRUCTION & VINING ROAD EXTENSION	\$	<u>899,340</u>
REVENUES		<u>5,000</u>
APPROPRIATION - FUND BALANCE		894,340
TOTAL REVENUES & APPROPRIATED FUND BALANCE		<u>899,340</u>

SECTION 27. 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:

TIFA-VINING CONSTRUCTION	\$	<u>29,420</u>
REVENUES		<u>500</u>
APPROPRIATION - FUND BALANCE		28,920
TOTAL REVENUES & APPROPRIATED FUND BALANCE		<u>29,420</u>

SECTION 28. That for the said fiscal year there is hereby appropriated out of the Sewer and Water Fund on an activity basis, the following:

SEWER AND WATER	\$	<u>17,530,070</u>
REVENUES		<u>17,268,340</u>
APPROPRIATION - FUND BALANCE		261,730
TOTAL REVENUES & APPROPRIATED FUND BALANCE		<u>17,530,070</u>

SECTION 29 That for the said fiscal year there is hereby appropriated out of the Vehicle and Equipment Fund on an activity basis, the following:

MOTOR VEHICLE AND EQUIPMENT	\$	<u>2,912,970</u>
REVENUES		<u>1,130,150</u>
APPROPRIATION - FUND BALANCE		1,782,820
TOTAL REVENUES & APPROPRIATED FUND BALANCE		<u>2,912,970</u>

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

TECHNOLOGY SERVICES	\$	<u>803,010</u>
REVENUES		714,490
APPROPRIATION - FUND BALANCE		<u>88,520</u>
TOTAL REVENUES & APPROPRIATED FUND BALANCE		<u>803,010</u>

SECTION 31. 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:

PROPERTY AND LIABILITY SELF INSURANCE	\$	<u>612,600</u>
REVENUES		<u>619,720</u>

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

RETIREE INSURANCE BENEFITS	\$	<u>2,868,160</u>
REVENUES		<u>2,980,680</u>

SECTION 33. 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 AUTHORITY	\$	<u>3,590</u>
REVENUES		<u>9,760</u>

SECTION 34. That for the said fiscal year there is hereby appropriated out of the Downtown Development Authority Fund on an activity basis, the following:

DOWNTOWN DEVELOPMENT AUTHORITY	\$	<u>630,250</u>
REVENUES		<u>500,160</u>
APPROPRIATION - FUND BALANCE		130,090
TOTAL REVENUES & APPROPRIATED FUND BALANCE		<u>630,250</u>

SECTION 35. That for the said fiscal year there is hereby appropriated out of the Tax Increment Finance Authority Funds on an activity basis, the following:

TIFA DISTRICT II	\$	<u>8,574,260</u>
REVENUES		<u>6,806,240</u>
APPROPRIATION - FUND BALANCE		1,768,020
TOTAL REVENUES & APPROPRIATED FUND BALANCE		<u>8,574,260</u>

SECTION 36. That for the said fiscal year there is hereby appropriated out of the 34th District Court on an activity basis, the following:

34th DISTRICT COURT	\$	<u>4,902,300</u>
REVENUES		<u>4,902,300</u>

SECTION 37. That for the said fiscal year there is hereby appropriated the following Capital Budget expenditures:

CAPITAL BUDGET	\$	<u>11,475,620</u>
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SECTION 38. 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 39. 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	0.0465
FIRE AND POLICE SERVICES MILLAGE	4.0000
LIBRARY MILLAGE	0.7000
SANITATION MILLAGE	1.5500
EPA LEVY MILLAGE	0.0640

SECTION 40. 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 - Barden, Roscoe, Talley, Wadsworth, Webb

Nays - Kathy Abdo, Virginia Williams

Motion Carried

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

7. Treasurer's Report – Stacy Paige, Treasurer

The City Treasurer reported that tax and water payments made through May 8th have been processed and credited to accounts.

8. Public Comment - None

9. Unfinished Business

10. New Business

11. Warrant

A. Res. # 20-122 Moved by **Kathy Abdo**, seconded by **William Wadsworth** for Approval of Warrant # 20-9 for checks presented in the amount of \$1,067,547.66.

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

Nays - None

Motion Carried Unanimously

12. Communication

Councilwoman Talley announced the Food Benefit Card program for families with students enrolled in Romulus Community Schools. Cards will be issued in the amount of \$193.80 per student for the months of March and April and \$182.40 for the months of May and June. Families do not need to apply, the card(s) will automatically be mailed to each household. Talley also gave an update on the 2020 Census response rate for the City of Romulus which is currently at 66.9%.

Councilwoman Williams announced the Forgotten Harvest food distribution on Tuesdays at RHS, beginning at 1:00pm until the food is gone and the Gleaners food distribution services.

13. Adjournment

A. Moved by **William Wadsworth**, seconded by **Virginia Williams** for Adjournment.

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

Motion Carried Unanimously.

Meeting adjourned at 8:23 p.m.

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 11, 2020.



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



City of Romulus

Petitioner

Council Meeting Held:

May 26, 2020

Item No. 3

General Description: _____

Resolution No._____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

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

Council Meeting Held: **May 26, 2020**

Item No. 4A.

General Description: Approval of the Chairperson's Report

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **May 26, 2020**

Item No. 5A.

General Description: Extension of Cell Tower Agreement

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: Renewal of Cell Tower Lease Agreement 6900 Wayne Road
DATE: May 19, 2020

I concur with the recommendation of Vern Morse, Assistant Finance Director and legal counsel and respectfully request City Council adopt a resolution authorizing the Mayor and Clerk to enter into the attached renewal agreement for the cellular tower located at 6900 Wayne Road.

Motion by _____, supported by _____ to concur with the administration and authorize Mayor and Clerk to enter into the attached renewal agreement for the cellular tower located at 6900 Wayne Road.

City of Romulus

Date: May 15, 2020

To: Mayor Burcroff

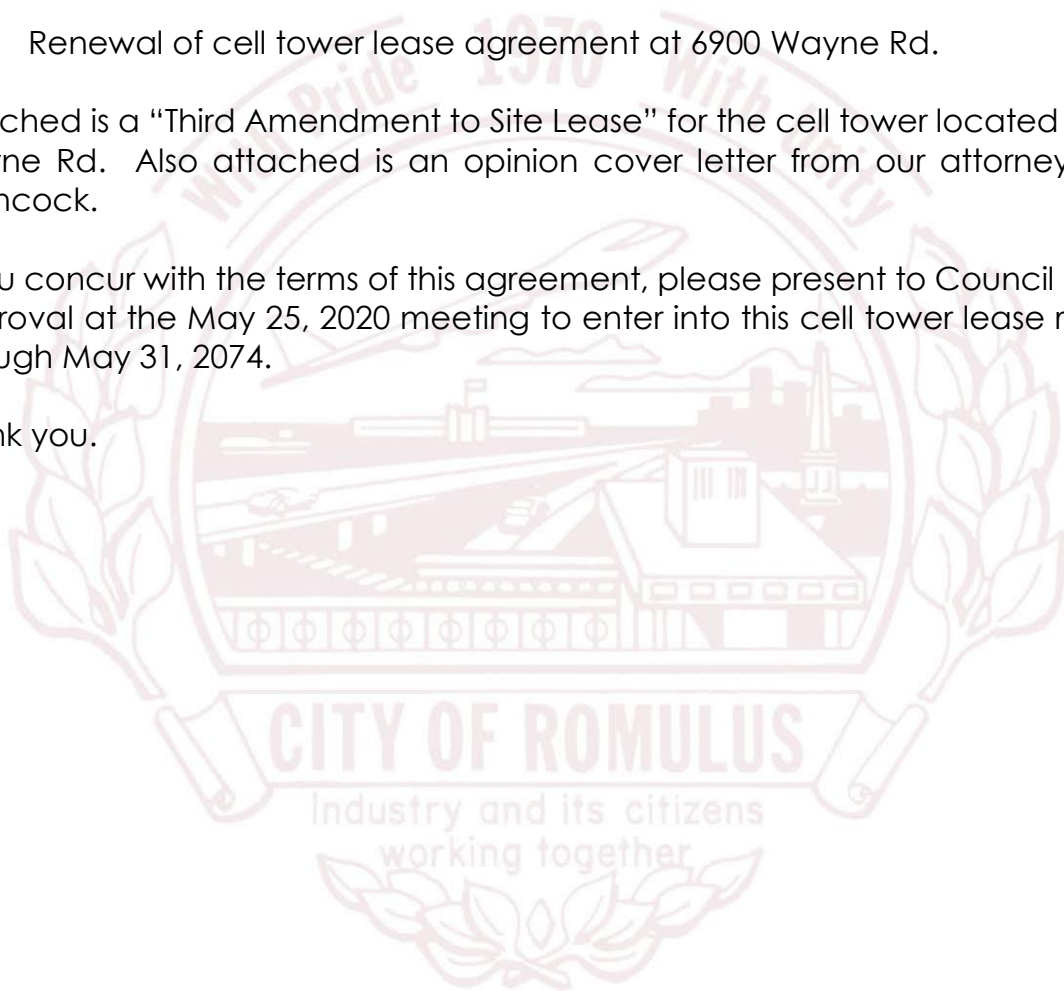
From: Vernon Morse
Assistant Finance Director

Re: Renewal of cell tower lease agreement at 6900 Wayne Rd.

Attached is a "Third Amendment to Site Lease" for the cell tower located at 6900 Wayne Rd. Also attached is an opinion cover letter from our attorney, Steve Hitchcock.

If you concur with the terms of this agreement, please present to Council for their approval at the May 25, 2020 meeting to enter into this cell tower lease renewal through May 31, 2074.

Thank you.



Detroit ▼ Troy ▼ Florida

Salvatore A. Amodeo
John A. Anderson
Andrew T. Baran
Thomas W. H. Barlow
Bruce E. Bigler
Peter J. Bill
Michael L. Bosnic
Robert A. Bryant
Thomas P. Cavanaugh
Kenneth B. Chapie
Anthony K. Chubb
John C. Clark

George A. Contis
Kellie S. DeVito
Jill A. Duffy
Elizabeth A. Favaro
Kara S. Ferrara
John R. Fleming
John J. Giarmarco
Julius H. Giarmarco
Alexis M. Gipson-Goodnough
Bruce W. Haffey
William H. Heritage, III
Stephen J. Hitchcock

William H. Horton
Nina M. Jankowski
Alexis F. Johnson
Keela P. Johnson
Salvatore J. LaMendola
Alexander Lebedinski
Victoria S. Lehman
Adam Levitsky
Wallace G. Long
John L. Miller
Karie Miller
Samir A. Mouawad

Timothy J. Mullins
Paul J. Paigut
Mark S. Papazian
Ryan L. Perry
Dennis M. Rauss
James Y. Rayis
Annabel F. Shea
Paul A. Thursam
Jared M. Trust
Geoffrey S. Wagner
Donald K. Warwick
Matthew S. Weaver

Richard A. Wojewoda
LeRoy H. Wulfmeier, III

Of Counsel
Lance T. Denha (Florida)
David G. Gorcyca
Albert Taylor Nelson, Jr
Peter J. Sarkesian
Lawrence F. Schiller

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March 9, 2020

RECEIVED
MAY 5 2020
FINANCE DEPARTMENT
CITY OF ROMULUS

Mr. Vernon Morse
Assistant Financial Director
City of Romulus
11111 Wayne Road
Romulus, MI 48174

RE: Cell Tower Agreement

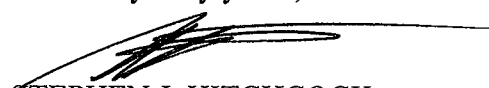
Dear Vern:

I realized I do not have any information on who at American Tower this lease goes to, so I am returning it to you.

The only change is in paragraph 14 where I changed the personal property taxes for the leased premises are paid directly by the tenant American Tower.

Please forward this lease back to American Tower.

Very truly yours,



STEPHEN J. HITCHCOCK

SJH: mtk
Enclosure

THE THIRD AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

This Third Amendment to Communications Site Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between The City of Romulus, a Michigan municipal corporation ("**Landlord**"), and American Towers LLC, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease Agreement dated March 10, 2009 (the "**Original Lease**"), as amended by that certain Agreement Regarding Communications Site Lease Agreement dated September 15, 2011 (hereinafter referred to as the "**First Amendment**"), as amended by that certain First Amendment to Communications Site Lease Agreement dated October 7, 2013 (hereinafter referred to as the "**Second Amendment**") (collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on Exhibit A; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00), payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before ~~April 6, 2020~~ MAY 31, 2020 (m); (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on June 1, 2009 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on May 31, 2034. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of eight (8) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease, as amended herein, at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease, as amended herein, only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty

(60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "Rent") shall continue in full force and effect through the New Renewal Term(s). In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid to Landlord under the Lease shall be paid to CITY OF ROMULUS MI by Tenant.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of this Lease, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.

6. **Limited Right of First Refusal.** The Parties acknowledge and agree that Section 23 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's right of first refusal shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease, as modified by this Amendment, to a Third Party Competitor (any such offer, the "***Offer***"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
8. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any

information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.

9. **Notices.** The Parties acknowledge and agree that Section 22 of the Original Lease and Section 6 of the First Amendment is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 11111 Wayne Rd., Romulus, MI 48174; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Governing Law.** The Parties acknowledge and agree that Section 24(d) of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
12. **Waiver.** From and after the Effective Date and notwithstanding anything to the contrary contained herein or in the Lease, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
13. **Tenant's Securitization Rights: Estoppel.** Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's interest in the Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise

of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.

14. **Taxes.** The Parties acknowledge and agree that Section 12 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Landlord shall pay when due all real property, and tenant shall pay all personal property, and other taxes, fees and assessments attributable to the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.
15. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

**The City of Romulus,
a Michigan municipal corporation**

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

American Towers LLC,
a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

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

The part of the S. E. 1/4 of Section 5, described as beginning at a point on the West line of Wayne Road distant North 30 degrees 49 minutes West 71.52 feet North 87 degrees 50 minutes 50 seconds, West 71.52 feet, North 30 degrees 49 minutes West 927.07 feet from the intersection of the center line of Wayne Road with the center line of Ecorse Road, thence North 87 degrees 07 minutes 30 seconds, West 367.15 feet to the Southeasterly line of Waynecorse Boulevard, thence along said Southeasterly line North 36 degrees 38 minutes 30 seconds, East 108.15 feet, thence South 87 degrees 07 minutes 30 seconds, East 246.85 feet to the Southwesterly line of Wayne Road, thence South 30 degrees 49 minutes East 108.15 feet along said Southwesterly line to the point of beginning.

AND BEING the same property conveyed to Township of Romulus, a municipal corporation from Raymond Sinkiewicz and Lottie Sinkiewicz, his wife by Warranty Deed dated December 18, 1959 and recorded March 22, 1960 in Deed Book 14172, Page 687.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) 2,280 square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

All that part of the Southeast ¼ of Section 5, Township 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as: Commencing at the Southeast corner of said Section 5; thence North 87°50'50" West 1146.02 feet along the south line of said Section 5; thence North 02°45'32" East 842.58 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence North 02°45'32" East 38.00 feet; thence South 87°14'28" East 60.00 feet; thence South 02°45'32" West 38.00 feet; thence North 87°14'28" West 60.00 feet to the place of beginning of this description.

Wayne County APN: 80-415-99-0054-001

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A 20.00 foot wide easement in that part of the Southeast ¼ of Section 5, Township 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, the centerline of which is described as: Commencing at the Southeast corner of said Section 5; thence North 87°50'50" West 1162.03 feet along the south line of said Section 5; thence North 02°45'32" East 844.08 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 02°45'32" East 54.67 feet to point "A"; thence North 87°14'28" West 24.30 feet to the Northeasterly right of way line of Waynecourse Boulevard for the place of ending of this centerline description; thence recommencing at the aforescribed point "A" FOR THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence South 87°14'28" East 48.09 feet to the place of ending of this centerline description. The sidelines should be lengthened or shortened to intersect the southeasterly right of way line of Wayne course Boulevard.

And:

A variable width easement in all that part of the Southeast ¼ of Section 5, Township 3 South, Range 9 East, City of Romulus, Wayne County, Michigan described as: Commencing at the Southeast corner of said Section 5; thence North 87°50'50" West 1162.03 feet along the south line of said Section 5; thence North 02°45'32" East 844.08 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 87°14'28" East 60.00 feet; thence North 02°45'32" East 8.62 feet; thence South 87°09'23" East 56.74 feet; thence North 41°40'34" East 31.62 feet; thence South 86°41'04" East 41.30 feet; thence South 60°11'28" East 53.95 feet; thence South 87°06'46" East 42.59 feet to the westerly right of way line of Wayne Road; thence South 30°49'00" East 23.95 feet along said right of way line; thence North 87°11'14" West 60.67 feet; thence North 60°11'28" West 54.03 feet; thence North 86°41'04" West 26.92 feet; thence South 41°40'34" West 31.58 feet; thence North 87°07'30" West 132.32 feet; thence North 02°53'44" East 11.27 feet; thence South 87°14'28" East 6.05 feet to the place of beginning of this description.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Michael A. Saur, Esq.
ATC Site No: 283483
ATC Site Name: ROMULUS MI
Assessor's Parcel No(s): 80-415-99-0054-001

Prior Recorded Lease Reference:

Liber 47795, Page 1457
Document No: 209097745
State of Michigan
County of Wayne

MEMORANDUM OF LEASE

This Memorandum of Lease (the "*Memorandum*") is entered into as of the latter signature date hereof, by and between The City of Romulus, a Michigan municipal corporation ("*Landlord*"), and American Towers LLC, a Delaware limited liability company ("*Tenant*").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "*Parent Parcel*"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease Agreement dated March 10, 2009 (as the same may have been amended from time to time, collectively, the "*Lease*"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "*Leased Premises*"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be May 31, 2074. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Right of First Refusal.** There is a right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 11111 Wayne Rd., Romulus, MI 48174; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

The City of Romulus,
a Michigan municipal corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202__, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

American Towers LLC,
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202__, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

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

The part of the S. E. 1/4 of Section 5, described as beginning at a point on the West line of Wayne Road distant North 30 degrees 49 minutes West 71.52 feet North 87 degrees 50 minutes 50 seconds, West 71.52 feet, North 30 degrees 49 minutes West 927.07 feet from the intersection of the center line of Wayne Road with the center line of Ecorse Road, thence North 87 degrees 07 minutes 30 seconds, West 367.15 feet to the Southeasterly line of Wayne Road, thence along said Southeasterly line North 36 degrees 38 minutes 30 seconds, East 108.15 feet, thence South 87 degrees 07 minutes 30 seconds, East 246.85 feet to the Southwesterly line of Wayne Road, thence South 30 degrees 49 minutes East 108.15 feet along said Southwesterly line to the point of beginning.

AND BEING the same property conveyed to Township of Romulus, a municipal corporation from Raymond Sinkiewicz and Lottie Sinkiewicz, his wife by Warranty Deed dated December 18, 1959 and recorded March 22, 1960 in Deed Book 14172, Page 687.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) 2,280 square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

All that part of the Southeast 1/4 of Section 5, Township 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as: Commencing at the Southeast corner of said Section 5; thence North 87°50'50" West 1146.02 feet along the south line of said Section 5; thence North 02°45'32" East 842.58 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence North 02°45'32" East 38.00 feet; thence South 87°14'28" East 60.00 feet; thence South 02°45'32" West 38.00 feet; thence North 87°14'28" West 60.00 feet to the place of beginning of this description.

Wayne County APN: 80-415-99-0054-001

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A 20.00 foot wide easement in that part of the Southeast ¼ of Section 5, Township 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, the centerline of which is described as: Commencing at the Southeast corner of said Section 5; thence North 87°50'50" West 1162.03 feet along the south line of said Section 5; thence North 02°45'32" East 844.08 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 02°45'32" East 54.67 feet to point "A"; thence North 87°14'28" West 24.30 feet to the Northeasterly right of way line of Wayne course Boulevard for the place of ending of this centerline description; thence recommencing at the aforescribed point "A" FOR THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence South 87°14'28" East 48.09 feet to the place of ending of this centerline description. The sidelines should be lengthened or shortened to intersect the southeasterly right of way line of Wayne course Boulevard.

And:

A variable width easement in all that part of the Southeast ¼ of Section 5, Township 3 South, Range 9 East, City of Romulus, Wayne County, Michigan described as: Commencing at the Southeast corner of said Section 5; thence North 87°50'50" West 1162.03 feet along the south line of said Section 5; thence North 02°45'32" East 844.08 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 87°14'28" East 60.00 feet; thence North 02°45'32" East 8.62 feet; thence South 87°09'23" East 56.74 feet; thence North 41°40'34" East 31.62 feet; thence South 86°41'04" East 41.30 feet; thence South 60°11'28" East 53.95 feet; thence South 87°06'46" East 42.59 feet to the westerly right of way line of Wayne Road; thence South 30°49'00" East 23.95 feet along said right of way line; thence North 87°11'14" West 60.67 feet; thence North 60°11'28" West 54.03 feet; thence North 86°41'04" West 26.92 feet; thence South 41°40'34" West 31.58 feet; thence North 87°07'30" West 132.32 feet; thence North 02°53'44" East 11.27 feet; thence South 87°14'28" East 6.05 feet to the place of beginning of this description.



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **May 26, 2020**

Item No. 5B.

General Description: Bureau of Justice Agreement Award

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: Coronavirus Emergency Supplemental Funding Award
DATE: May 19, 2020

I concur with the recommendation of Josh Monte, Police Captain, and legal counsel and respectfully request City Council authorize the Mayor and Clerk to accept the attached Bureau of Justice Assistance (BJA) Coronavirus Emergency Supplemental Funding Program grant award to the City of Romulus in the amount of \$47,550.00.

Motion by _____, supported by _____ to concur with the administration and authorize Mayor and Clerk to accept the attached Bureau of Justice Assistance (BJA) Coronavirus Emergency Supplemental Funding Program grant award to the City of Romulus in the amount of \$47,550.00.



Romulus Police Department

Memo

To: LeRoy D. Burcroff, Mayor
From: Joshua Monte, Police Captain
Date: May 20, 2020
Re: Coronavirus Emergency Supplemental Funding Award

The Romulus Police Department has been awarded a \$47,550 grant from the Bureau of Justice Assistance (BJA) Coronavirus Emergency Supplemental Funding Program.

The grant monies will be used on expenditures associated with the coronavirus pandemic. The funding will go towards personnel, supplies, and personal protective equipment, which will allow for the continuance of our aggressive COVID-19 cleaning and protective protocols ensuring the department can continue to meet the Public Safety needs of the community.

The \$47,550 grant does not require matching local funds.

City attorney, Steve Hitchcock has reviewed the attached award agreement and concurs with its contents.

I am respectfully requesting authorization for the City of Romulus to accept the award.

If you concur with my request, please seek Council's approval to enter into this agreement with the Department of Justice to accept the grant monies.

CC: Robert Pfannes, Chief of Police
Julie Wojtylko, Chief of Staff

Monte, Joshua

From: Steve Hitchcock <sjh@gmhlaw.com>
Sent: Wednesday, May 20, 2020 7:43 AM
To: Monte, Joshua
Cc: Burcroff, Leroy
Subject: RE: PD-2020 BJA Coronavirus Emergency Supplemental Grant

Josh,

I have reviewed the grant and recommend it for Council approval. It does have a lot of regulations that need to be followed in administering the grant. Including both the Point of Contact and the Financial Point of Contact in the City must complete OJP financial training program. The items purchased with the grant can not be claimed on any other grants and the City must use the DOJ

System for award management.

From: Monte, Joshua <jmonte@romulusgov.com>
Sent: Tuesday, May 19, 2020 11:30 AM
To: Steve Hitchcock <sjh@gmhlaw.com>
Subject: PD-2020 BJA Coronavirus Emergency Supplemental Grant
Importance: High

Steve,

I submitted for a COVID Supplemental Funding Grant a couple of weeks ago.

Yesterday, I was notified that we were awarded \$47,550 for COVID related expenses.

Can you please review and approve the contents of the award, so I can forward to the Mayor for concurrence and ask council for authorization.

Thank you.

Captain Joshua A. Monte
Romulus Police Department
11165 Olive
Romulus, MI 48174
www.romulusgov.com
Phone: 734-955-8858
Fax: 734-941-3251
E-mail: jmonte@romulusgov.com

NOTICE: The information contained in this message is privileged and/or confidential. It is intended solely for the use of the individual or entity to which it is addressed. Any unauthorized review, use, distribution, saving, printing, or copying is strictly prohibited. If you have received this message in error, please immediately advise the sender by reply mail and delete all copies.



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

May 18, 2020

The Honorable Leroy Burcroff
City of Romulus
11165 Olive Street
Romulus, MI 48174-1220

Dear Mayor Burcroff:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Romulus for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$47,550. These funds are for the project entitled FY 2020 Romulus Police Department COVID-19 Response Plan.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Romulus accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Lesley Walker, Program Manager at (202) 307-0863; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan", is located below the "Sincerely," text.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)

Office of Justice Programs

Office of Civil Rights

Washington, DC 20531

May 18, 2020

The Honorable Leroy Burcroff
City of Romulus
11165 Olive Street
Romulus, MI 48174-1220

Dear Mayor Burcroff:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 16

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Romulus
11165 Olive Street
Romulus, MI 48174-1220

4. AWARD NUMBER: 2020-VD-BX-0727

5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022
BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022

6. AWARD DATE 05/18/2020

7. ACTION

Initial

2a. GRANTEE IRS/VENDOR NO.

386006334

8. SUPPLEMENT NUMBER

00

2b. GRANTEE DUNS NO.

196092217

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

FY 2020 Romulus Police Department COVID-19 Response Plan

10. AMOUNT OF THIS AWARD

\$ 47,550

11. TOTAL AWARD

\$ 47,550

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH
ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.034 - Coronavirus Emergency Supplemental Funding Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Leroy Burcroff
Mayor

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT
X	B	VD	80	00	00		47550

21. VVDUGT0637



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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Grant**

PAGE 2 OF 16

PROJECT NUMBER 2020-VD-BX-0727

AWARD DATE 05/18/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-0727

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SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



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**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-0727

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SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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Office of Justice Programs
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**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-0727

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SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



Department of Justice (DOJ)
Office of Justice Programs
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**AWARD CONTINUATION
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SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



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33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



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39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bjagov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account(including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



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42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

45. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.

46. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.

47. Missing Attachment: Disclosure of lobbying

The recipient must complete a Disclosure of Lobbying Activities (SF-LLL) form, and submit it to the grant manager for this award. Award closeout will not be possible until OJP has issued a Grant Adjustment Notice to remove this special condition.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for City of Romulus

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

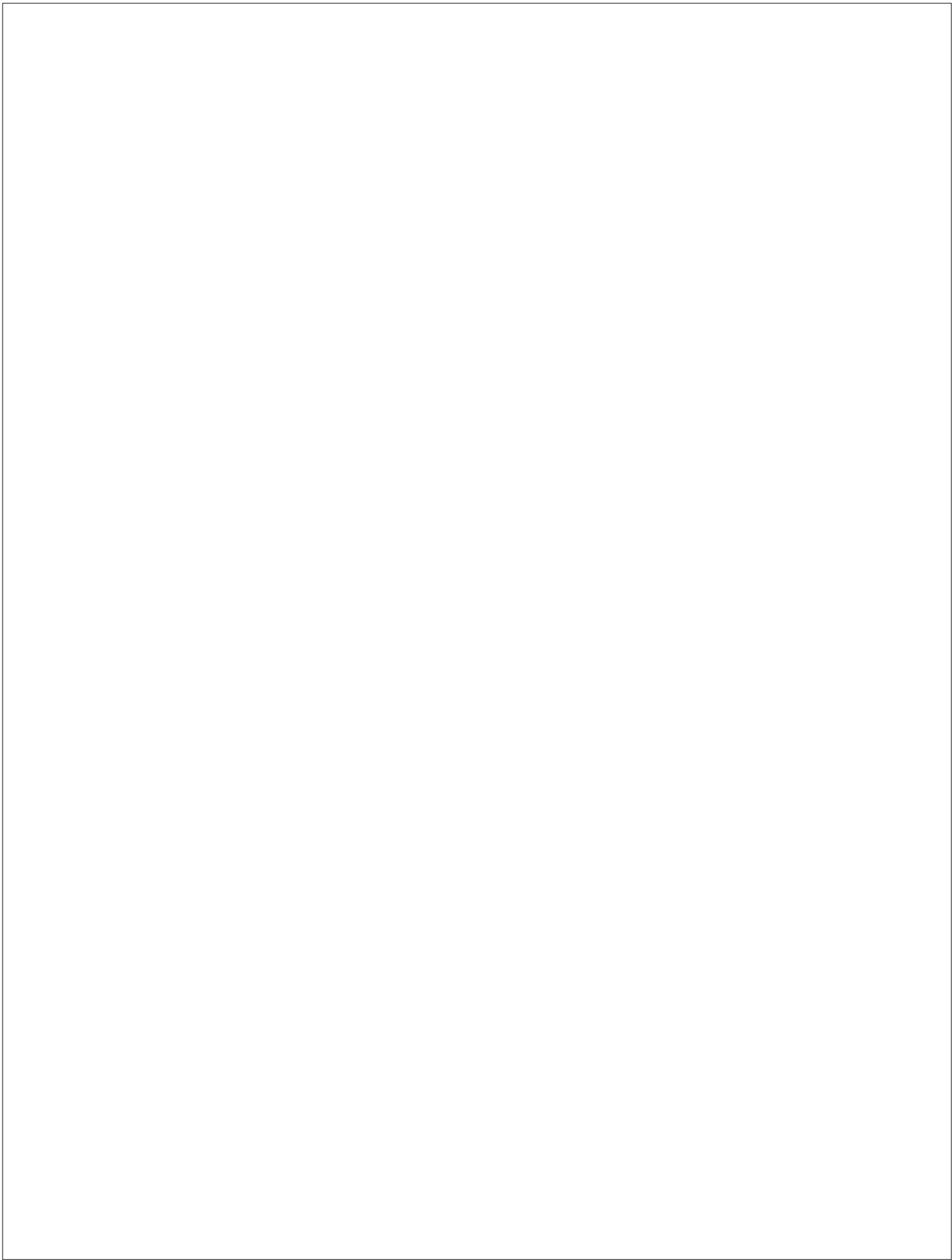
- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.

 Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY	
	Grant	
	PROJECT NUMBER 2020-VD-BX-0727	PAGE 1 OF 1
This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C		
1. STAFF CONTACT (Name & telephone number) Lesley Walker (202) 307-0863	2. PROJECT DIRECTOR (Name, address & telephone number) Joshua Monte Police Captain 11165 Olive Street Romulus, MI 48174-1220 (734) 955-8858	
3a. TITLE OF THE PROGRAM BJA FY 20 Coronavirus Emergency Supplemental Funding Program		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT FY 2020 Romulus Police Department COVID-19 Response Plan		
5. NAME & ADDRESS OF GRANTEE City of Romulus 11165 Olive Street Romulus, MI 48174-1220	6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD FROM: 01/20/2020 TO: 01/31/2022	8. BUDGET PERIOD FROM: 01/20/2020 TO: 01/31/2022	
9. AMOUNT OF AWARD \$ 47,550	10. DATE OF AWARD 05/18/2020	
11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers. NCA/NCF		





City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **May 26, 2020**

Item No. 5C.

General Description: Introduction of Budget Amendment 19/20-18 Public Safety Fund

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: Introduction of Budget Amendment 19/20-18
DATE: May 21, 2020

I am hereby requesting introduction of Budget Amendment 19/20-18 to recognize anticipated revenues to be received from the Bureau of Justice Assistance (BJA) Coronavirus Emergency Supplemental Funding Program to the City of Romulus, for the “Romulus Police Department COVID Response Plan” combating the spread of COVID-19. Any excess in funding received from the BJA and expenses incurred, as of June 30, 2020, will be utilized for the remainder of the grant period.

Motion by _____, supported by _____ to concur with the administration and introduce budget amendment 19/20-18 to recognize anticipated revenues to be received from the Bureau of Justice Assistance (BJA) Coronavirus Emergency Supplemental Funding Program to the City of Romulus, for the “Romulus Police Department COVID Response Plan” combating the spread of COVID-19. Any excess in funding received from the BJA and expenses incurred, as of June 30, 2020, will be utilized for the remainder of the grant period.

MEMORANDUM

TO: Mayor LeRoy D. Burcroff
FROM: Finance Department
DATE: May 21, 2020
SUBJECT: Budget Amendment 19/20 - 18

<u>FUND/DEPT.</u> <u>ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT</u> <u>BUDGET</u>	<u>AMENDMENT</u>	<u>AMENDED</u> <u>BUDGET</u>
Public Safety Fund				
<u>Revenue</u>				
205-301-516.000 COVIDP	RPD Response Plan (CESFP)	-	47,550	47,550
<u>Expense</u>				
205-301-710.000 COVIDP	Overtime Wages	-	18,000	18,000
205-301-724.999 COVIDP	Fringes	-	5,200	5,200
205-301-730.000 COVIDP	Operating Supplies	-	13,350	13,350
205-301-818.000 COVIDP	Contractual Services	-	11,000	11,000

To recognize anticipated revenues to be received from the Bureau of Justice Assistance (BJA) Coronavirus Emergency Supplemental Funding Program to the City of Romulus, for the "Romulus Police Department COVID Response Plan" combating the spread of COVID-19. Any excess in funding received from the BJA and expenses incurred, as of June 30, 2020, will be utilized for the remainder of the grant period.

Memo

To: Abbie Akins, Finance Director
From: Joshua Monte, Police Captain
Date: May 20, 2020
Re: FY2019/20 Budget Amendment Request – RPD COVID Response Plan

I am requesting a Budget Amendment to recognize anticipated revenues to be received from the Bureau of Justice Assistance (BJA) Coronavirus Emergency Supplemental Funding Program to the City of Romulus, for the “Romulus Police Department COVID Response Plan” combating the spread of COVID-19.

The RPD COVID Response Plan 205-301-516.000-COVIDP will increase by \$47,550, Overtime 205-301-724.999-COVIDP will increase by \$18,000, Operating Supplies 205-301-730.000-COVIDP will increase \$13,350, and Contractual Services 205-301-818.000-COVIDP will increase \$11,000.

Any excess in funding received from the BJA and expenses incurred, as of June 30, 2020, will roll over into fund balance to be utilized for the remainder of that grant period.

If you concur, please seek permission for the budget amendment.

CC: Robert Pfannes, Chief of Police
Vern Morse, Assistant Finance Director
Julie Wojtylko, Chief of Staff

BUDGET AMENDMENT FORM

INCREASE		INCREASE	
Account Number /Name	Amount	Account Number /Name	Amount
205-301-516.000-COVIDP RPD COVID RESPONSE PLAN	\$47,550	205-301-710.000-COVIDP Overtime	\$18,000
		205-301-724.999-COVIDP Fringe Grant Allocation	\$5,200
		205-301-730.000-COVIDP Operating Supplies	\$13,350
		205-301-818.000-COVIDP Contractual Services	\$11,000
Total	\$47,550		\$47,550

PURPOSE: To recognize anticipated revenues to be received from the Bureau of Justice Assistance (BJA) Coronavirus Emergency Supplemental Funding Program to the City of Romulus, for the "Romulus Police Department COVID Response Plan" combating the spread of COVID-19. Any excess in funding received from the BJA and expenses incurred, as of June 30, 2020, will roll over into fund balance to be utilized for the remainder of that grant period.

DATE: 5/20/2020

Department Head Signature: Joshua A. Monte

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

Council Meeting Held:

May 26, 2020

Item No. 6

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Treasurer's Report

Council Meeting Held:

May 26, 2020

Item No. 7.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Public Comment

Council Meeting Held:

May 26, 2020

Item No. 8.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Unfinished Business

Council Meeting Held:

May 26, 2020

Item No. 9.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

New Business

Council Meeting Held:
Item No. 10.

May 26, 2020

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Warrant

Council Meeting Held: **May 26, 2020**

Item No. 11A.

General Description: Approval of Warrant #:20-10, Checks presented in the amount of \$ 1,086,668.38

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

CITY OF ROMULUS

WARRANT REGISTER SUMMARY

Council Meeting Date: May 26, 2020

Warrant Number: 20-10

TOTAL WARRANT REGISTER \$ 1,086,668.38

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

05/19/2020 CHECK DISBURSEMENT REPORT FOR CITY OF ROMULUS				
CHECK DATE FROM 05/07/2020 - 05/20/2020				
Fund		Amount		
Total for fund 101	General Fund	45,065.29		
Total for fund 202	Major Street Fund	849.10		
Total for fund 203	Local Street Fund	649.00		
Total for fund 205	Public Safety Fund	19,184.62		
Total for fund 211	Cable TV	6,959.50		
Total for fund 218	Merriman Rd. Spec. Assess	260.09		
Total for fund 219	Street Lighting Fund	51.23		
Total for fund 220	Oakwood SAD	110.52		
Total for fund 226	Garbage & Rubbish Collection Fund	252.00		
Total for fund 261	911 Service Fund	6,922.02		
Total for fund 268	Narc Forfeiture - State	879.47		
Total for fund 271	Library Fund	10,597.56		
Total for fund 295	DDA	687.54		
Total for fund 297	T.I.F.A. District #2	1,076.43		
Total for fund 592	Water & Sewer Fund	578,415.01		
Total for fund 661	Motor Vehicle	63,909.85		
Total for fund 664	Technology Services	4,136.58		
Total for fund 676	Retiree's Ins. Benefits	214,431.28		
Total for fund 701	Revolving Fund	579.30		
Total for fund 702	General Tax Fund	6,115.00		
Total for fund 705	Delq. Pers. Prop. Fund	10,481.51		
Total for fund 750	Payroll Fund	115,055.48		
TOTAL - ALL FUNDS		1,086,668.38		

05/19/2020

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 05/07/2020 - 05/20/2020

Check Date	Check	Vendor Name	Description	Amount
Bank POOL POOLED CASH				
05/19/2020	326(E)	BLUE CARE NETWORK	JUNE 2020 HEALTH INSURANCE	7,723.32
05/19/2020	327(E)	BLUE CROSS/BLUE SHIELD OF MICH	JUNE 2020 BLUE CROSS	283,253.08
05/19/2020	328(E)	TOSHIBA FINANCIAL SERVICES	LOAN PAYMENT MAY 2020	2,122.87
05/19/2020	329(E)	VOID		V
05/19/2020	71546	ACCUFORM PRINTING & GRAPHICS INC.	MAILER TO RESIDENTS IN PRECINCTS 1,7,10	2,824.39
05/19/2020	71547	ALCLEAR LLC	DELINQUENT PERSONAL PROPERTY DISBURSEMEN	849.45
05/19/2020	71548	ALPHA PSYCHOLOGICAL SERVICES, PC	PSYCHOLOGICAL EXAM - S. FOX / PD	725.00
			BILL FOR CRITICAL INCIDENT STRESS DEBRIF	475.00
				1,200.00
05/19/2020	71549	APPLIED IMAGING	COPIER CHARGES FOR LIBRARY 5/1/20 - 5/31	470.96
			4/15/20 - 7/14/20 ADDT'L 1/15/20 -4/14/2	164.90
				635.86
05/19/2020	71550	ATCHINSON FORD SALES, INC.	HEADLAMP - MISC VEHICLE REPAIRS - DPW	513.08
			SWITCH - MISC VEHICLE REPAIRS - DPW	76.64
			HEADLAMP/WIRE - MISC VEHICLE REPAIRS - D	630.74
			WIRE - MISC VEHICLE REPAIRS - DPW	26.07
				1,246.53
05/19/2020	71551	AUTO VALUE OF ROMULUS	UPPER BALL JOINT/LOWER BALL JOINT - MISC	85.18
			AIR FILTER & OIL FILTER - MISC MECHANIC	24.01
			DISC PADS (2) - MISC MECHANIC PURCHASES	70.38
			BATTERIES MISC MECHANIC PURCHASES - DPW	50.99
			REFRIGERANT - MISC MECHANIC PURCHASES -	43.19
			REFRIGERANT - MISC MECHANIC PURCHASES -	43.19
				316.94
05/19/2020	71552	BAKER & TAYLOR	22 BOOKS ACCOUNT # 251637 L154147 2 B000	253.02
			12 BOOKS ACCOUNT # 251637 L154147 2 B000	170.05
				423.07
05/19/2020	71553	COMCAST	MAY 16 - JUNE 15, 2020 POLICE XFINITY TV	53.15
			MAY 10 - JUNE 9, 2020 SERVICE TO ADDT'L	10.81
				63.96
05/19/2020	71554	COMCAST	BUSINESS CABLE 5/18/20 - 6/17/20 ACCOUNT	120.42
05/19/2020	71555	COMCAST PROCESSING CENTER	MAY 15 - JUNE 14, 2020 ETHERNET NETWORK	972.02
05/19/2020	71556	CONSTELLATION NEW ENERGY	CITY GAS BILLS SERVICE FOR 2020	7,448.15
05/19/2020	71557	DAMIAN HULL	TUITION: WINTER 2020	6,360.00
05/19/2020	71558	DAWDA MANN MALCAHY& SADLER PLC	ENVIRONMENTAL GEOTECHINCAL TECH 9489.000	960.00
05/19/2020	71559	DELTA DENTAL PLAN OF MICHIGAN	PANDEMIC RELIEF CREDIT DELTA DENTAL INS	64.10
05/19/2020	71560	DORNBOS SIGN & SAFETY INC	SIGN BLANKS TO EXPAND & REPLENISH INVENT	955.59
05/19/2020	71561	DORRIS BENNETT	MAY 2020 RETIREE HEALTH	330.92
05/19/2020	71562	DOWNRIVER UTILITY WASTEWATER AUTHOR	MAY 2020 EXCESS FLOW	100,585.00
05/19/2020	71563	DTE ENERGY	15409 PINE APR 1 - MAY 1, 2020	110.52
			38205 BARTH MAR 3 - MAY 1, 2020	47.16
			11120 HUNT APR 3 - MAY 5, 2020	54.22
			12300 WAYNE APR 3 - MAY 5, 2020	423.86
			11147 HUNT APR 3 - MAY 5, 2020	64.65
			16869 BRANDT APR 3 - MAY 5, 2020	39.05
			9755 OZGA APR 3 - MAY 5, 2020	66.99
			6241 DEXTER APR 3 - MAY 5, 2020	35.10
			29551 GODDARD APR 3 - MAY 4, 2020	341.50
			7219 MIDDLEBELT APR 2 - MAY 4, 2020	687.20
			37230 NORTHLINE APR 3 - MAY 5, 2020	177.73
			11189 SHOOK APR 3 - MAY 5, 2020	206.17
			7506 MERRIMAN APR 2 - MAY 4, 2020	260.09
			12055 WAYNE FEB 4 - MAY 5, 2020	31.53
			6800 WAYNE APR 1 - MAY 1, 2020	213.64
			34155 GODDARD APR 3 - MAY 5, 2020	391.82
				3,151.23
05/19/2020	71564	DTE ENERGY	38834 HURON RIVER DR APR 7 - MAY 7, 2020	71.81
			31558 GODDARD APR 3 - APR 28, 2020	669.15

Check Date	Check	Vendor Name	Description	Amount
				740.96
05/19/2020	71565	DTE ENERGY	2019 SYSTEM PENALTY FOR CIVIC CENTER ELE 11111 WAYNE/11121 WAYNE - APRIL 2020 8888 WICKHAM APRIL 2020	9,000.00 8,503.26 51.23
				17,554.49
05/19/2020	71566	WEX BANK	MAY 2020 EXXON/MOBIL FUEL ACCOUNT # 369-	6,781.22
05/19/2020	71567	FERGUSON WATERWORKS #3386	HYDRANT METER CALIBRATION	1,650.00
05/19/2020	71568	GIARMARCO, MULLINS, & HORTON, PC	APRIL/MAY 2020 ACCT# 70085-004B GENERAL APRIL/MAY 2020 ACCOUNT 70085-005B HUMAN APRIL 2020 ACCT # 70085-006B POLICE DEPT APRIL/MAY 2020 ACCT # 70085-008B DPW APRIL/MAY 2020 ACCT#70085-00B DOWNRIVER MARCH - MAY 2020 ACCT # 70085-011B CLERK MARCH - MAY 2020 BUILDING DEPT ACCT # 70 MARCH/APRIL 2020 ACCT#70085-012B TREASUR APRIL 2020 ACCT#70085-015B PLANNING	7,591.05 1,694.25 243.00 445.50 661.50 621.00 270.00 263.25 40.50
				11,830.05
05/19/2020	71569	GO SPOTLESS CLEANING LLC	5/2/20 COVID-19 WEEKLY DECONTAMINATING/F 5/9/20 COVID-19 WEEKLY DECONTAMINATING/F	350.00 350.00
				700.00
05/19/2020	71570	GREAT LAKES WATER AUTHORITY	ACCT # 100-2451-W WHOLESALE WATER	352,371.99
05/19/2020	71571	HOME DEPOT	SCREWS/WASHERS/TAPE - MISC SUPPLIES - DP TOILET SHIMS/JIGSAW - MISC SUPPLIES - DP DOORSTOPS - MISC SUPPLIES - DPW - ALL BL	36.29 28.55 36.96
				101.80
05/19/2020	71572	INTEGRITY BUSINESS SOLUTIONS LLC	10 CASES OF PAPER FOR SENIOR CENTER- NOT	279.90
05/19/2020	71573	IRON MOUNTAIN RECORDS MANAGEMENT	POLICE RECORDS STORAGE 5/1/2020-5/31/202	930.82
05/19/2020	71574	J & B MEDICAL SUPPLY CO. INC	MEDICAL SUPPLIES FOR EMS SERVICES JULY 2 MEDICAL SUPPLIES FOR EMS SERVICES JULY 2	369.75 91.45
				461.20
05/19/2020	71575	JAM BEST ONE TIRE & SERVICE	LOW STOCK & TIRE REPLACEMENT FOR JOHN DE	193.96
05/19/2020	71576	JENDCO, INC.	MULTI GAS DETECTORS FROM MARATHON GRANT	3,714.00
05/19/2020	71577	KELLER THOMA PC	ATTORNEY PROFESSIONAL SERVICES THROUGH 4	4,237.50
05/19/2020	71578	KIMBALL MIDWEST	PURCHASE SHOP SUPPLIES	274.32
05/19/2020	71579	LABRIT JACKSON	TUITION: FEB 10 - MAR 15, 2020	2,180.00
05/19/2020	71580	LUSTER CLEANERS, INC	4/30/20 PRISONERS BLANKET CLEANING	40.00
05/19/2020	71581	MAINGEAR, INC.	RFQ 19/20-02 MAINGEAR VYBE PRO MK. V WOR	6,950.00
05/19/2020	71582	MALAICA NEWSON	DEPOSIT RENTAL REFUND AT SENIOR CENTER O	100.00
05/19/2020	71583	MAURER'S TEXTILE RENTAL SERVICES	19/20 INVERTED PO FOR EMPLOYEE UNIFORM E 19/20 INVERTED PO FOR EMPLOYEE UNIFORM E 19/20 INVERTED PO FOR EMPLOYEE UNIFORM E 19/20 INVERTED PO FOR EMPLOYEE UNIFORM E 19/20 INVERTED PO FOR EMPLOYEE UNIFORM E	29.52 109.55 31.59 2.23 31.59
				204.48
05/19/2020	71584	MAURER'S TEXTILE RENTAL SERVICES	19/20 INVERTED PO FOR EMPLOYEE UNIFORM E 19/20 INVERTED PO FOR EMPLOYEE UNIFORM E 19/20 INVERTED PO FOR EMPLOYEE UNIFORM E	29.52 109.55 2.23
				141.30
05/19/2020	71585	MECHANICAL INSPECTORS ASS. OF MI	2020 MIAM ANNUAL DUES FOR R.MCCRAIGHT	75.00
05/19/2020	71586	MI. CONF. OF TEAMSTERS WELFARE FUND	COBRA 5/31/20 - 6/27/20 WALTER ORME ID:1	1,704.20
05/19/2020	71587	MI. CONF. OF TEAMSTERS WELFARE FUND	COBRA 5/31/20 - 6/27/2020 GERALD CARNEY	1,704.20
05/19/2020	71588	MI. CONF. OF TEAMSTERS WELFARE FUND	COBRA 5/31/20 - 6/27/20 JADIE SETTLES ID	1,704.20
05/19/2020	71589	MICHIGAN STATE POLICE	APRIL 2020 LIVESCAN USAGE 07/1/2019 TO 0	43.25
05/19/2020	71590	MKSK	KAJOIAN PFG REZONING PROF SRVCS THROUGH	579.30
05/19/2020	71591	NATIONAL ASSOCIATION OF SCHOOL	BASIC SRO TRAINING RODNEY COFIELD SEPTEM	495.00
05/19/2020	71592	NATIONAL VISION ADMINISTRATORS, LLC	VISION FOR MAY 2020	1,680.79
05/19/2020	71593	NAVIA BENEFIT SOLUTIONS - LOCKBOX	NAVIA FOR APRIL 2020	180.00
05/19/2020	71594	VOID		
05/19/2020	71595	NORTHSIDE TRUE VALUE HARDWARE	IRON - MISC BUILDING MAINTENANCE	29.67

Check Date	Check	Vendor Name	Description	Amount
			PLEXI GLASS CUT - MISC BUILDING MAINTENA	108.00
				137.67
05/19/2020	71596	NORTHSTAR MAT SERVICES, INC.	MAT SERVICES AT LIBRARY ACCOUNT # 1862-1	44.39
05/19/2020	71597	ORCHARD, HILTZ & MCCLIMENT	ROMULUS 2023 FAC APP 0155-20-0030 PROF S BARTH ROAD RECONSTRUCTION (WATER/SEWER P	427.50 576.00
				1,003.50
05/19/2020	71598	PRAXAIR DISTRIBUTION, INC.	3/20/20 - 4/20/20 MISC MECHANIC WELDING	101.28
05/19/2020	71599	RICOH USA, INC	4/24/20 - 7/23/20 QUARTERLY MAINTENANCE	572.07
05/19/2020	71600	RITTER GIS	ZONING MAP CONVERSION/DATA ANALYSIS JAN-	1,920.00
05/19/2020	71601	ROMULUS COMMUNITY SCHOOLS	DELINQUENT PERSONAL PROPERTY DISBURSEMEN	3,548.66
05/19/2020	71602	SARA WARD	DEPOSIT RENTAL REFUND AT SENIOR CENTER O	100.00
05/19/2020	71603	TD EQUIPMENT FINANCE INC	DELINQUENT PERSONAL PROPERTY DISBURSEMEN	10.32
05/19/2020	71604	THE BANK OF NEW YORK MELLON	2016 TIFA REFUNDING BONDS LTGO 6/16/20 -	750.00
05/19/2020	71605	THE LIBRARY NETWORK	DATABASE INV (RB DIGITAL MAGAZINE 5/1/20 SHARED AUTOMATION QTR APR 1 - JUNE 30, 2	1,108.64 6,377.56
				7,486.20
05/19/2020	71606	THE PHILLIP CHARLES GROUP	TEMP SERVICES AT CITY HALL THROUGH 3/15/	860.03
05/19/2020	71607	TODD WENZEL BUICK GMC OF WESTLAND	ITB 19/20-17 PURCHASE SIGN SHOP TRUCK	53,181.00
05/19/2020	71608	VARIPRO BENEFIT ADMINSTRATORS	JUNE 2020 RETIREE HEALTH	31,321.95
05/19/2020	71609	VERIZON WIRELESS	APR 2 - MAY 1, 2020 DATA ACCT # 3421272 MAR 10 - APR 9, 2020 POLICE CELLULAR SER CITY SMARTPHONES APR 8 - MAY 7, 2020 ACC CELLPHONE APR 2 - MAY 1, 2020 ACCT # 342	362.45 843.46 1,429.15 1,063.61
				3,698.67
05/19/2020	71610	VERSALIFT MIDWEST	RECERTIFICATION ON THE LIFT TRUCKS	745.00
05/19/2020	71611	WAYNE COUNTY DOE	RETURN EPA LEVY PORTION OF 2018 SETTLEME	56,307.18
05/19/2020	71612	WAYNE COUNTY TREASURER	3RD QUARTER FY 19/20 TRAILER TAX DISBURS	6,115.00
05/19/2020	71613	WAYNE COUNTY TREASURER	WCAA SHARE OF 2020 JUDGEMENT LEVY	60,429.29
05/19/2020	71614	WAYNE COUNTY TREASURER	DELINQUENT PERSONAL PROPERTY DISBURSEMEN	6,073.08
05/19/2020	71615	WEINGARTZ SUPPLY CO. , INC.	PARTS NEEDED FOR LAWN MOWER REPAIR	1,000.26
05/19/2020	71616	WEST METRO DOOR INC.	COMMERCIAL HINGE & STEEL ROLLER - MISC M COMMERCIAL HINGE (3) & STEEL ROLLER - M	30.00 120.00
				150.00
05/19/2020	71617	WEST SHORE SERVICES, INC.	2020 SOLE SOURCE ANNUAL INSPECTION & MAI	5,950.00
05/19/2020	71618	WOODLAND MEADOWS LANDFILL	3/16/20 - 3/31/20 RESIDENT DUMP PASSES I 4/1/20 - 4/15/20 RESIDENT DUMP PASSES IT	224.00 28.00
				252.00
05/19/2020	71619	YOLI INC DBA MI COSTENITA	OVERPAYMENT ON FIRE INV 90300, CHECK #23	150.00
05/19/2020	71620	ZONES, LLC	EXCHANGE SERVER POWER EDGE R730 WARRANTY KASPERSKY HYBRID CLOUD SECURITY - SUBSCR	1,300.00 2,250.00
				3,550.00
POOL TOTALS:				
Total of 79 Checks:				1,086,668.38
Less 2 Void Checks:				0.00
Total of 77 Disbursements:				1,086,668.38



City of Romulus

Communication

Council Meeting Held:
Item No. 12

May 26, 2020

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Adjournment

Council Meeting Held:

May 26, 2020

Item No. 13

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED