



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

June 1, 2020

7:30 PM

Pledge of Allegiance

Roll Call

1. Agenda

A. Approval of Agenda

2. Minutes

A. Approval of Minutes from the Regular Meeting held on Tuesday, May 26, 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. Hunt Street and Historical Park - DTE Contract

B. Municipal Library Board Reappointment

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

A. Second Reading and Final adoption of Budget Amendment 19/20-18, Public Safety Fund

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. Communication

12. Adjournment



RULES REGARDING THE PUBLIC ADDRESSING A CITY MEETING

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

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

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



City of Romulus

Agenda

Council Meeting Held: **June 1, 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: **June 1, 2020**

Item No. 2A.

General Description: Approval of Minutes from the Regular Meeting held on Tuesday, May 26, 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 26, 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 **Virginia Williams** for the Approval of Agenda.

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

Nays - None

Motion Carried Unanimously

2. Minutes

A. Res. # 20-123 Moved by **William Wadsworth**, seconded by **Kathy Abdo** for Approval of the Minutes from the Regular Council Meeting held on 5/11/2020.

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 **Eva Webb**, 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

- A. Res. # 20-124** Moved by **Celeste Roscoe**, seconded by **William Wadsworth** to approve the Renewal of the Cell Tower Lease Agreement located, 6900 Wayne Road.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb
Nays - Williams
Motion Carried.

- B. Res. # 20-125** Moved by **William Wadsworth**, seconded by **Eva Webb** to approve the Bureau of Justice Assistance (BJA) Coronavirus Emergency Supplemental Funding Program Grant Award to the City of Romulus in the amount of \$47,550.00.

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

- C. Res. # 20-126** Moved by **Eva Webb**, seconded by **Celeste Roscoe** to approve Introduction of Budget Amendment 19/20-18 Public Safety Fund 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.

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

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

7. Treasurer's Report – Stacy Paige, Treasurer

8. Public Comment - None

9. Unfinished Business

10. New Business

11. Warrant

- A. Res. # 20-127** Moved by **Kathy Abdo**, seconded by **Virginia Williams** for Approval of Warrant #:20-10 for checks presented in the amount of \$ 1,086,668.38

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

12. Communication

Councilwoman Talley reminded everyone of the 2020 Census.

Councilwoman Williams reminded everyone that the Forgotten Harvest food distribution will be on June 2nd at RHS starting at 12noon and on June 3rd at Cory Elementary School starting at 10am. In addition, any Romulus resident in need of masks and/or gloves can call 734-673-8396.

Councilwoman Webb reminded the community to stay safe, wear their mask, pray, and remember the first responders.

Councilman Barden reiterated the importance of completing the 2020 Census survey.

13. Adjournment

Moved by **William Wadsworth**, seconded by **Eva Webb** for Adjournment.

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

Nays - None

Motion Carried Unanimously

Meeting adjourned at 8:08 pm.

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the regular meeting of the Romulus City Council held on May 26, 2020.



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



City of Romulus

Petitioner

Council Meeting Held:

June 1, 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: **June 1, 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: **June 1, 2020**

Item No. 5A.

General Description: Hunt Street and Historical Park - DTE Contract

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: Hunt Street and Historical Park – DTE Contract Execution
DATE: May 27, 2020

I concur with the recommendation of Merrie Druyor, DDA Director, and legal counsel and respectfully request City Council authorize the Mayor and Clerk to enter into the attached Master Agreement for Municipal Street Lighting with DTE to remove 18 existing light poles located on the west side of Hunt Street in the park area and to replace and install 15 new 39w LED acorn style luminaries, as well as 10 new 39w LED acorn style luminaries on the east side of Hunt Street in the amount of \$98,778.00.

This was approved by the Downtown Development Authority at their May 13, 2020 meeting.

Abbie Akins, Finance Director has confirmed that funds are available in the 20/21 Street Lighting Expense account # 295-728-921.000.

Motion by _____, supported by _____ to concur with the administration and authorize the Mayor and Clerk to enter into the attached Master Agreement for Municipal Street Lighting with DTE to remove 18 existing light poles located on the west side of Hunt Street in the park area and to replace and install 15 new 39w LED acorn style luminaries, as well as 10 new 39w LED acorn style luminaries on the east side of Hunt Street in the amount of \$98,778.00.

MEMORANDUM

TO: LeRoy D. Burcroff, Mayor

FROM: Merrie Druyor, Downtown Development Authority Director

CC: Julie Albert, Assessor
Jazmine Danci, Director of Marketing and Community Development

DATE: May 18, 2020

SUBJECT: Hunt Street and Historical Park – DTE Contract Execution

Attached is a contract from DTE to remove 18 existing light poles located on the west side of Hunt Street in the park area and to replace and install 15 new 39w LED acorn style luminaries, as well as to install 10 new 39w LED acorn style luminaries on the east side of Hunt Street, all light posts will be 14' black cement.

The contract has been reviewed by Steve Hitchcock, the city attorney and recommended for approval. I respectfully recommend the execution of the attached contract and approval from City Council.

The Downtown Development Authority has approved at their May 13, 2020 meeting to fund this project. These funds are available in account number 295-728-921.000 for FY 20/21.

20-DDA-884

Motion by Botu, supported by O'Leary to approve the \$98,778.00 cost associated with the changeover of the current light poles in the Historical Park on the west side of Hunt and the installation of the new poles on the east side of Hunt Street to be paid in monthly installments of \$661.00 for the No Money Down option, as well as to pay the regular monthly payment for energy and maintenance of \$493.00, for a total monthly amount of \$1,154.00. Motion carried.

Should there be any questions regarding this matter, please feel free to contact me.

Ignore
 Delete
 Reply
 Reply All
 Forward
 More
 Meeting
 Move
 OneNote
 Actions
 Rules
 Mark Unread
 Categorize
 Follow Up
 Tags



Fri 5/15/2020 8:19 AM

Steve Hitchcock <sjh@gmhlaw.com>

RE: Hunts Street and the Park Quote

To: Druyor, Merrie

Cc: Danci, Jazmine

Merrie,
I do not have any proposed changes to the agreement. I recommend it for Council approval.

From: Druyor, Merrie <mdruyor@romulusgov.com>
Sent: Thursday, May 14, 2020 3:04 PM
To: Danci, Jazmine <jdanci@romulusgov.com>; Steve Hitchcock <sjh@gmhlaw.com>
Cc: Albert, Julie <jalbert@romulusgov.com>
Subject: RE: Hunts Street and the Park Quote

I've requested that from Debra, will definitely need that prior to taking it to council.

From: Danci, Jazmine
Sent: Thursday, May 14, 2020 3:02 PM
To: Druyor, Merrie <mdruyor@romulusgov.com>; Hitchcock, Stephen <sjh@gmhlaw.com>
Cc: Albert, Julie <jalbert@romulusgov.com>
Subject: RE: Hunts Street and the Park Quote

Merrie,

Do you also have the updated map/diagram for light pole placement?

Jaz

From: Druyor, Merrie
Sent: Thursday, May 14, 2020 2:53 PM
To: Hitchcock, Stephen <sjh@gmhlaw.com>
Cc: Albert, Julie <jalbert@romulusgov.com>; Danci, Jazmine <jdanci@romulusgov.com>

MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between DTE Electric Company ("Company") and City of Romulus ("Customer") (collectively referred to as the "Parties") as of May 14, 2020.

RECITALS

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

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

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

AGREEMENT

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

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

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

subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid.

5. Post Charge. For newly installed underground-fed lighting systems of greater than five (5) lights, Customer has the option to select a Post Charge, in lieu of paying all or some of the up-front CIAC Amount, pursuant to the terms of the Exhibit A Purchase Agreement. A Post Charge is a monthly rate available per \$1,000.00 increments of the CIAC Amount not paid up-front.

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

7. Maintenance, Replacement and Removal of Equipment. In accordance with the applicable Orders of the MPSC, under the Municipal Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company.

8. Street Lighting Service Rate.

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

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

9. Contract Term. This Agreement shall commence upon execution and terminate on the later of (a) five (5) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. If the optional Post Charge is selected, the contract term shall be the later of (a) ten (10) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.

10. Design Responsibility for Street Light Installation. The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA")

recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges the Company is not responsible for lighting design standards.

11. New Subdivisions. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%. If Customer wishes to have installation occur prior to 80% occupancy, then Customer acknowledges it will be financially responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

12. Force Majeure. The obligation of Company to perform this Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

13. Subcontractors. Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and any replacement Equipment.

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

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

16. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and

deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.

17. Miscellaneous.

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

b. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Agreement.

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

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

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

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

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

.....

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

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Customer:

City of Romulus

By: _____

Name: LeRoy D. Burcroff

Title: Mayor

By: _____

Name: Ellen Craig-Bragg

Title: Clerk

By: _____

Name: Merrie Druyor

Title: DDA Director

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of May 14, 2020 between DTE Electric Company ("Company") and City of Romulus ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated May 14, 2020 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

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

1. DTE Work Order Number:	1.TBD	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: [##### or N/A]	
2. Location where Equipment will be installed:	[Hunt St and the Park], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	[25]	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Removal of 18 Existing Streetlights Installation of 25- 39w stock LED acorn fixtures Installation of 25 -14' black cement stock posts	
5. Estimated Total Annual Lamp Charges	\$ 5,919.00	
6. Estimated Total Annual Post Charges if selected	\$7,936.00	
7. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$116,535.00
	Credit for 3 years of lamp charges:	\$17,757.00
	CIAC Amount (cost minus revenue)	\$98,778.00
	Credit for Post Charge, if selected	\$98,778.00
8. Payment of CIAC Amount:	Due promptly upon execution of this Agreement \$0.00	
9. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party. If Post Charge "box" ☒ is checked the Customer agrees to following term: 10 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	

10. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) ☒ YES ☐ NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices
11. Customer Address for Notices:	11111 Wayne Rd. Romulus, MI 48174 Merrie Druyor

12. Special Order Material Terms:

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

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

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

B. Customer will maintain an initial inventory of at least 0 posts and 0 luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____. Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

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

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

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

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

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Customer:

City of Romulus

By: _____

Name: LeRoy D. Burcroff

Title: Mayor

By: _____

Name: Ellen Craig-Bragg

Title: Clerk

By: _____

Name: Merrie Druyor

Title: DDA Director

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

● = New 39W LED Acorn Fixture and Pole (25)



DTE ENERGY OUTDOOR LIGHTING

Acorn Series



Acorn Series post-top luminaires are offered in LED and HPS technology, and in assorted configurations:

- Glass globe only
- Glass globe with ribs and band
- Glass globe with full cover, ribs and band

These luminaires are designed for roadways, walkways and parking lots in residential, municipal, and commercial developments.

Lighting Applications

- Residential and urban boulevards
- City streets
- Parking lots
- Campuses
- Commercial developments
- Plazas
- Historic districts
- Village squares
- Parks
- Walkways and roadways

Product Information

Luminaire Housing Color	Wattage	Light Source	Correlated Color Temperature (CCT) ¹	Initial Delivered Lumens ²	Pole Height Options
Black	39	LED	4,000	5,246	11.5' or 14.5'
Black	60	LED	4,000	7,438	11.5' or 14.5'
Black	100	HPS	2,100	9,277	11.5' or 14.5'

Questions?

Our lighting professionals are available to answer your questions, and to provide a FREE, no-obligation estimate.

Visit dteenergy.com/lighting to get started today.

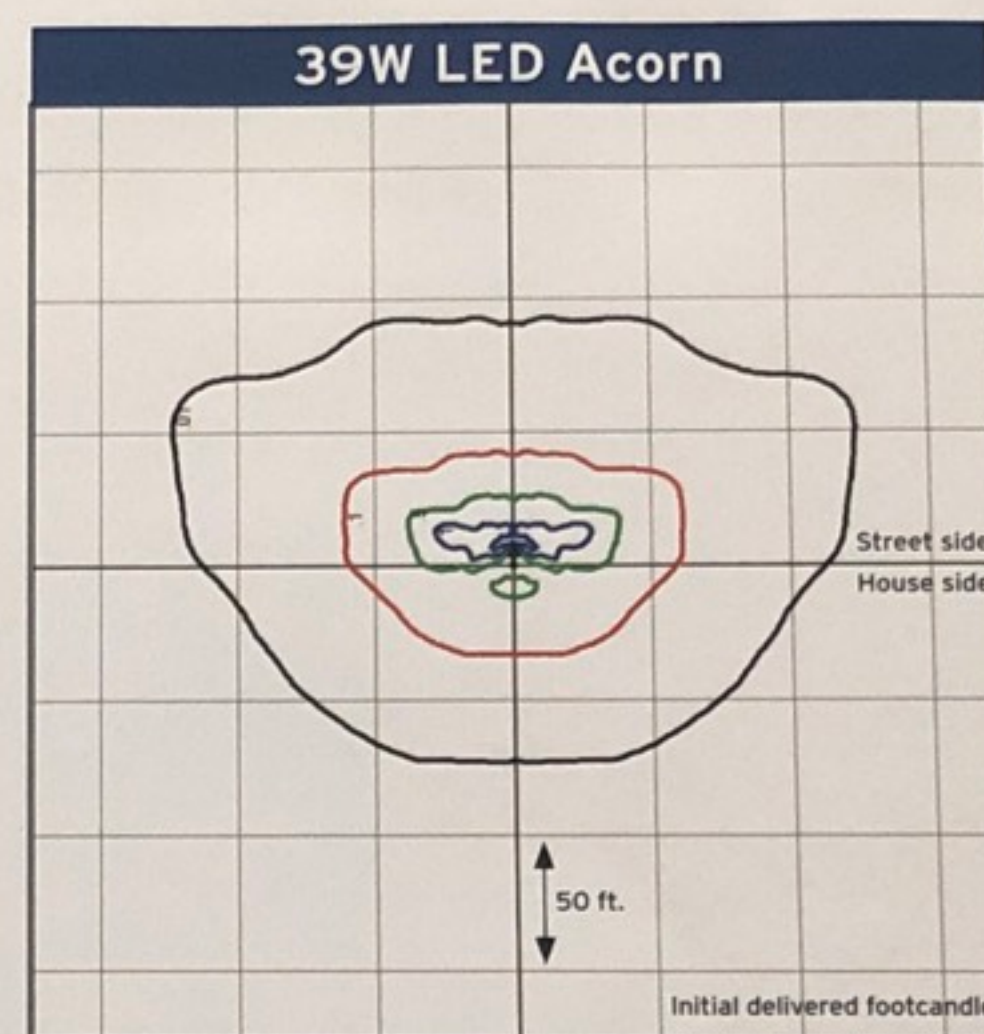


DTE Energy

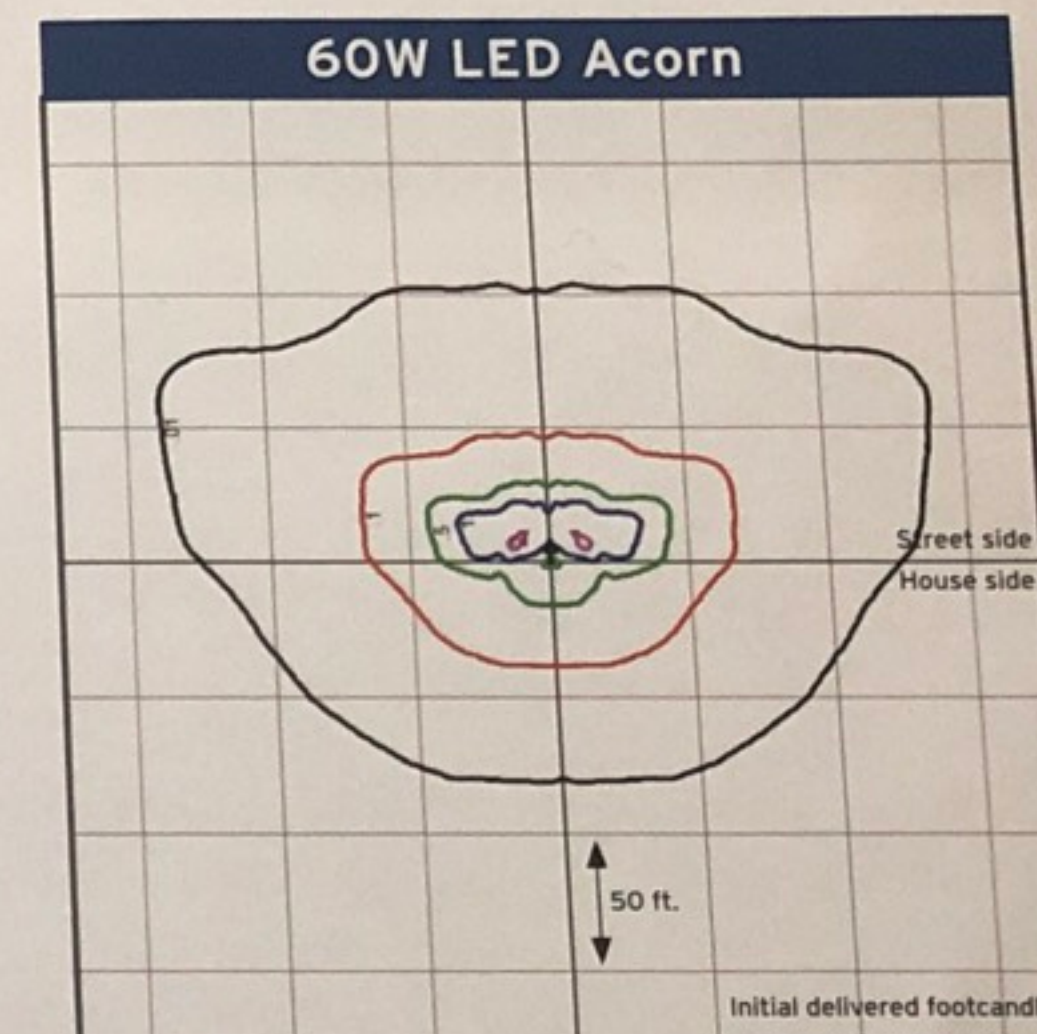
Acorn Series

Lighting Distribution

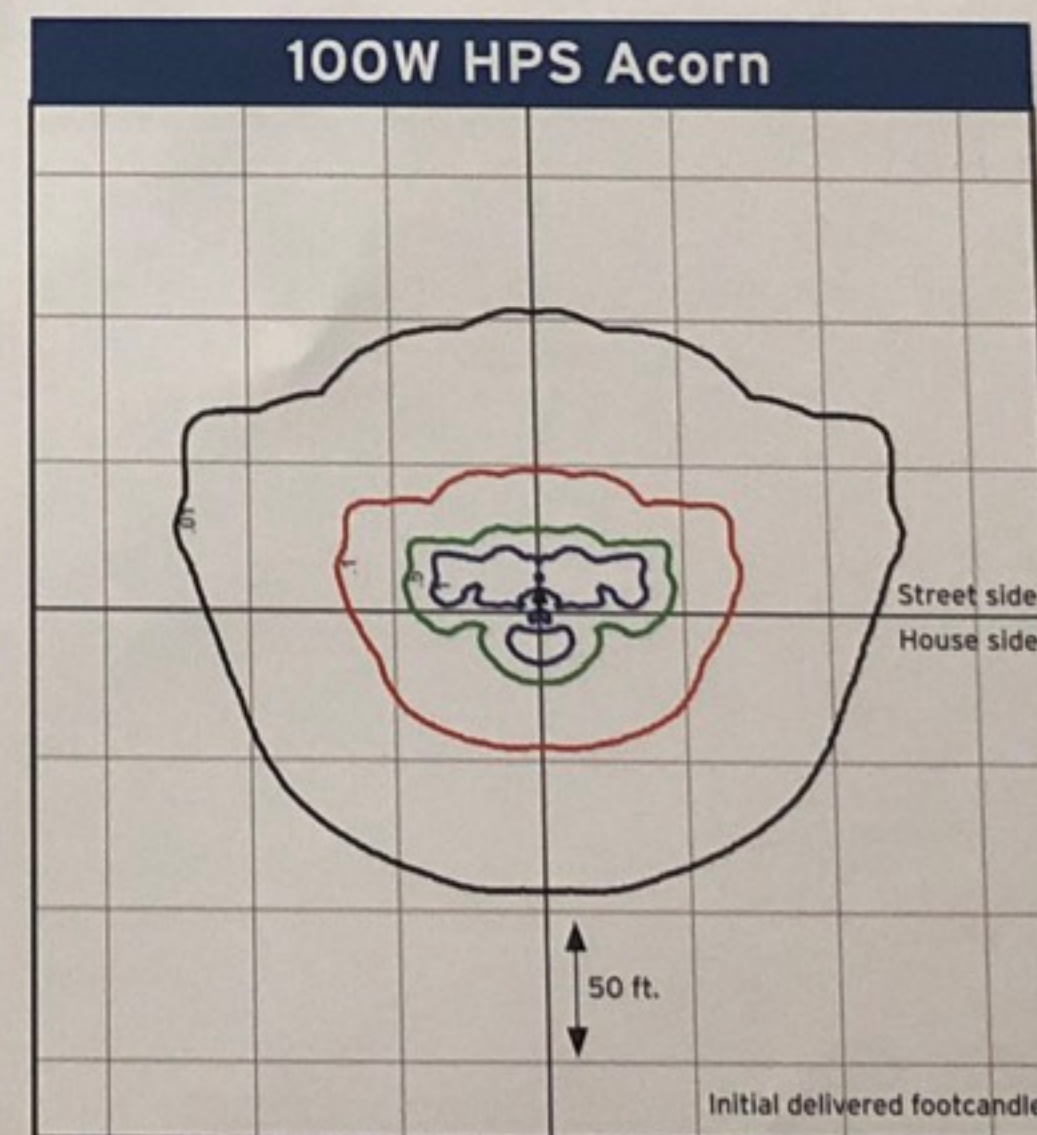
Initial delivered luminance levels are shown at ground level and are measured in footcandles (fc). A footcandle is a unit of measure for luminance equal to a uniformly distributed flux of one lumen incident upon one square foot of surface area. Initial delivered footcandle distribution may depreciate over time.



Distribution: type 3 roadway
Initial delivered lumens: 5,246
Luminaire mounting height: 13.5 feet



Distribution: type 3 roadway
Initial delivered lumens: 7,438
Luminaire mounting height: 13.5 feet



Distribution: type 3 roadway
Initial delivered lumens: 9,277
Luminaire mounting height: 13.5 feet

Legend for Luminaire Lighting Distribution

fc	Contour Color
2	Blue
1	Green
0.5	Yellow
0.1	Red
0.01	Black

Typical Lighting Levels for Natural Outdoor Conditions

Lighting Condition	fc
Sunlight	10,000
Full Daylight	1,000
Overcast Day	100
Very Dark Day	10
Twilight	1
Deep Twilight	0.1
Full Moon	0.01
Quarter Moon	0.001
Starlight	0.0001
Overcast Night	0.00001



DTE Energy



FUNDS VERIFICATION FORM

DEPARTMENT:

FUND NAME:

ACCOUNT NUMBER/S:

PURPOSE FOR REQUEST:

AMOUNT OF EXPENDITURE:

FUNDS CURRENTLY AVAILABLE:

FINANCE DEPARTMENT APPROVAL:

Abbie Atkins

DATE:



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **June 1, 2020**

Item No. 5B.

General Description: Municipal Library Board Reappointment

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

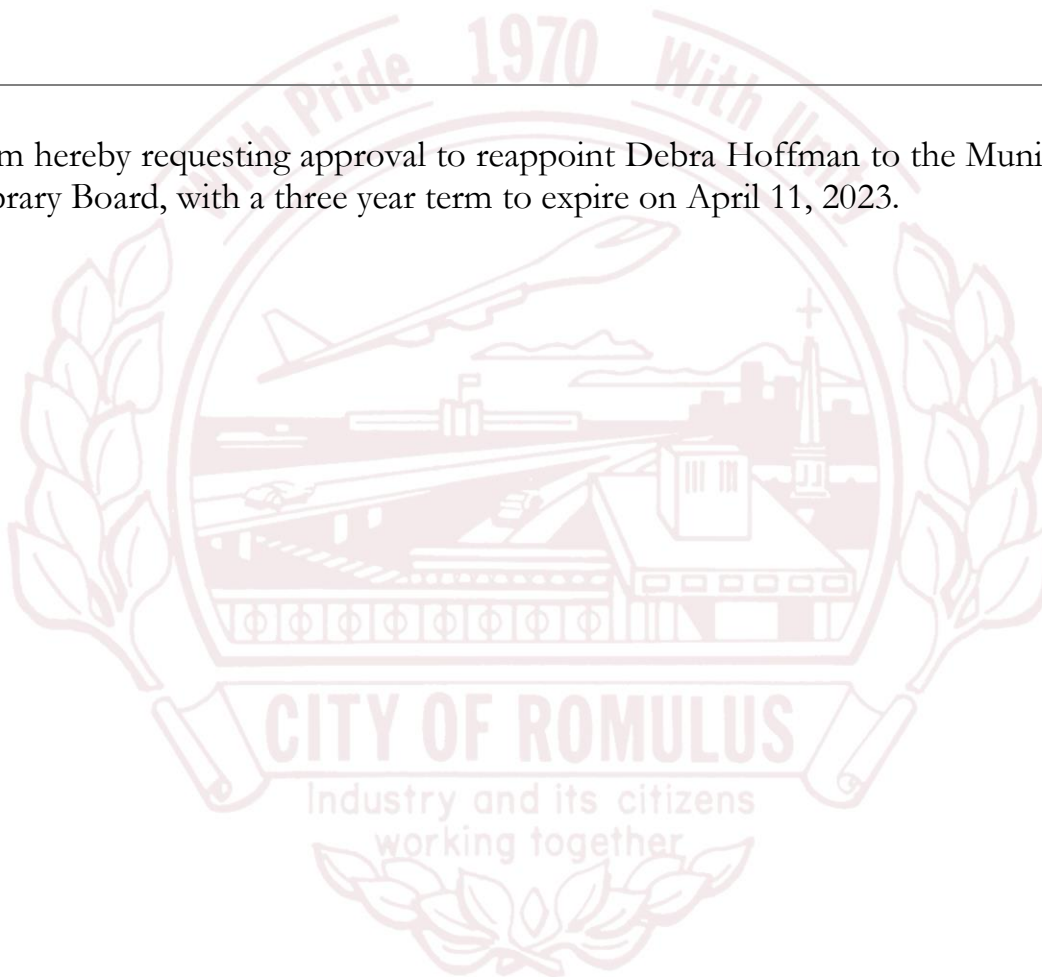
MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: Municipal Library Board Re-Appointment
DATE: May 27, 2020

I am hereby requesting approval to reappoint Debra Hoffman to the Municipal Library Board, with a three year term to expire on April 11, 2023.



Motion by _____, supported by _____, to concur with the administration and approve the reappointment of Debra Hoffman to the Municipal Library Board, with a three year term to expire on April 11, 2023.

May 8, 2020

To Whom it May Concern:

I would like to continue to serve the City of Romulus as a Library Board Member and therefore would like to be reappointed at your earliest convenience. I have enjoyed serving as a Board Member and would appreciate the opportunity to continue to serve.

Thank you for your consideration,

A handwritten signature in cursive script that reads "Debra A. Hoffman". The signature is written in black ink and is positioned above the printed name.

Debra A. Hoffman



City of Romulus

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

Council Meeting Held: **June 1, 2020**

Item No. 6A.

General Description: Second Reading and Final adoption 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



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, Clerk

Date: June 1, 2020

Re: Second Reading and Final Adoption of Budget
Amendment 19/20-18, Public Safety Fund

.....

For second reading and final adoption is Budget Amendment 19/20-18, Public Safety Fund in the amount of \$47,550.

This budget amendment was introduced at the council meeting held on Tuesday, May 26, 2020.

Approval is requested.

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

Treasurer's Report

Council Meeting Held:

June 1, 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:

June 1, 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:

June 1, 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.

June 1, 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

Communication

Council Meeting Held:
Item No. 11

June 1, 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:

June 1, 2020

Item No. 12

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