CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
August 24, 2020
7:30 PM

TO PARTICIPATE IN THE MEETING USING ZOOM:
Click the following link: **https://us02web.zoom.us/j/84616199848, Meeting ID: 846 1619 9848**
To participate by phone, dial: **1-646-558-8656,** Enter the Meeting ID, followed by the # sign.

Pledge of Allegiance

Roll Call

1. **Agenda**
   A. Approval of Agenda
2. **Minutes**
   A. Approval of the Minutes from the Regular Meeting held on August 10, 2020
   B. Approval of the Minutes from the Special Meeting(s) held on August 10, 2020 - 6:00pm Study Session, Invoice Cloud Presentation; 6:30pm Study Session, Aerotropolis; 7:00pm Public Hearing - Alley Vacation
   C. Approval of the Minutes from the Special Meeting-Closed Session held on August 20, 2020 to discuss Attorney Opinion.
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. Employee Health Care Plan and Trust Committee
   B. ITB 19/20-33 2020 Sidewalk Program - Van Born Road
   C. ITB 20/21-03 Zero Turn Commercial Lawnmowers
   D. Mucci Pac Site Development - Water and Sewer Agreement
   E. Agreement with Invoice Cloud
   F. Introduction of Budget Amendment 20/21-5
6. **Clerk's Report – Ellen L. Craig-Bragg, Clerk**
   A. Second Reading and Final Adoptoin of Budget Amendment 20/21-3
   B. Second Reading and Final Adoption of Budget Amendment 20/21-4
   C. Resolution to Adopt Opinion of the Corporation Counsel that Ballot Initiative regarding Medical Marihuana Facilities and Recreational Marihuana Establishments is Illegal in form.
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 #:20-16 for Checks presented in the amount of $1,864,343.40.
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: **August 24, 2020**

Item No. 1A.
General Description: Approval of Agenda

Resolution No. ___________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

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Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED UNANIMOUSLY　　MOTION CARRIED　　MOTION FAILED

City of Romulus

Minutes

Council Meeting Held: **August 24, 2020**

Item No. 2A.
General Description: Approval of the Minutes from the Regular Meeting held on August 10, 2020

Resolution No. ___________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

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Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

MINUTES OF THE REGULAR ROMULUS CITY COUNCIL MEETING

August 10, 2020

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

Pledge of Allegiance

Roll Call

Meeting was called to order by Chairwoman Pro-Tem Tina Talley
Present: Kathy Abdo, Tina Talley, Eva Webb, Virginia Williams
Absent / Excused: John Barden, Celeste Roscoe, William Wadsworth

Administrative Officials in Attendance:
Leroy Burcroff, Mayor
Ellen L. Craig-Bragg, Clerk
Stacy Paige, Treasurer

1. Agenda

A. Approval of Agenda

Moved by **Eva Webb**, seconded by **Kathy Abdo** for Approval of Agenda

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

2. Minutes

A. Approval of minutes from the Regular Meeting held on Monday, August 3, 2020

Res. # 20-191 Moved by **Kathy Abdo**, seconded by **Eva Webb** for Approval of minutes from the Regular Meeting held on Monday, August 3, 2020

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

B. Approval of AMENDED Minutes from the Regular Council Meeting held on Monday, July 27, 2020

Res. # 20-192 Moved by **Kathy Abdo**, seconded by **Eva Webb** for Approval of AMENDED Minutes from the Regular Council Meeting held on Monday, July 27, 2020

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

3. Petitioner

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

Chairwoman Pro Tem Talley asked that everyone keep the Barden in prayer during their time of bereavement and gave an update on the Census 2020 statistics for the City of Romulus.

A. Approval of the Chairperson's Report

Moved by **Kathy Abdo**, seconded by **Eva Webb** for Approval of the Chairperson's Report

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

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

A. Request for no-fee permit.

Andy McKay from the Romulus Athletic Center (RAC) spoke about gyms being the last entities allowed to re-open during the Covid-19 pandemic. He said many changes have been made - such as screening policies for employees and members of the RAC upon entering the building.
Res. # 20-193 Moved by **Eva Webb**, seconded by **Kathy Abdo** to concur with the administration and authorize a no-fee permit for the use of the Historical Park for the Downriver Historical Organizations' next meeting on August 15, 2020.

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

B. Four (4) Year Lease Purchase Agreement - Comerica Leasing

Res. # 20-194 Moved by **Kathy Abdo**, seconded by **Eva Webb** to concur with the administration and grant authorization for the mayor and clerk to enter into a lease-purchase agreement with Comerica Leasing for the lease-purchase of a 2020 Spartan S-180 Pumper Truck in the amount of $430,274.00 at a fixed interest rate of 1.93% for four years with the first payment to be made on or about August 15, 2021. The City would own the vehicle at the term of the lease.

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

C. ITB 17/18-05 with West Metro Door for Replacement and Modification of Doors (Firehouse)

Res. # 20-195 Moved by **Eva Webb**, seconded by **Kathy Abdo** to concur with the administration and award the contract from Bid ITB 17/18-05 for the replacement and modifications of the Garage Doors at 35255 Goddard Road to the lowest, most responsible and responsive bidder, West Metro Door.

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

D. Extension of ITB 17/18-05 with RJ Perry Company for the Building Rehab of the Former Firehouse

Res. # 20-196 Moved by **Eva Webb**, seconded by **Kathy Abdo** to concur with administration and extend ITB 17/18-05 with RJ Perry Carpentry, Inc. for the modification and repairs of the bathrooms at the former "Firehouse" in the amount of $28,367.00

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

E. Piggyback on MiDeal Contracts for the Purchase of Freightliner Conventional Chassis Salt Truck and Radius Dump Body

Res. #20-197 Moved by **Kathy Abdo**, seconded by **Eva Webb** to approve the Piggyback on the MiDeal Contract #071B6600119 for the Purchase of one (1) Freightliner Conventional Chassis Salt Truck from D & K Truck Company in the amount of $87,662.00.

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

Res. # 20-198 Moved by **Kathy Abdo**, seconded by **Eva Webb** to approve the Piggyback on MiDeal Contract #200000000034 for he purchase and installation of a Monroe 10' Radius Dump Body from Truck and Trailer Specialties, Inc. in the amount of $94,605.00 for the Department of Public Works.

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

F. RFP 19/20-32 - 12 Month Contractual Services Contract for Disinfecting Services

Res. # 20-199 Moved by **Eva Webb**, seconded by **Kathy Abdo** to award RFP 19/20-32 for as-needed sanitation and disinfecting services for city facilities and vehicles to the lowest most responsible and responsive bidder, Go Spotless Cleaning LLC, with a cost of $0.07 per square foot and $25 per vehicle, for RPD and as needed for other City buildings.

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

G. Justice Assistance Grant (JAG) Application - 2020

Res. # 20-200 Moved by **Kathy Abdo**, seconded by **Eva Webb** to concur with the administration and authorize Wayne County to apply for the JAG funds grant on behalf of the City of Romulus.

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

H. Introduction of Budget Amendment 20/21-3 State Forfeiture

Res. # 20-201 Moved by **Eva Webb**, seconded by **Kathy Abdo** to concur with the administration and approve the Introduction of Budget Amendment 20/21-3 for the purchases of a CLEMIS compatible Biometric Fingerprint computer which was approved under resolution #18-210 on June 11, 2018.

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

I. Introduction of Budget Amendment 20/21-4

Res. # 20-202 Moved by **Eva Webb**, seconded by **Virginia Williams** to approve the Introduction of Budget Amendment 20/21-4 to cover costs associated with Farms Sub Lift Station - rebuilding of pump and replacement of the circuit board running alternate pump.

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

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

City Clerk Ellen Craig-Bragg thanked all those who helped with the Primary Election.

Res. # 20-203 Moved by **Eva Webb**, seconded by **Kathy Abdo** to adopt a Resolution of Appreciation for Mr. Anthony Yates' hard work and dedicated service during the August 4, 2020 Primary Election.

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

7. Treasurer's Report – Stacy Paige, Treasurer

8. Public Comment -

Two residents requested to speak.
Councilwoman Eva Webb informed that a water truck should be on site every day during the construction on Middlebelt Road.

9. Unfinished Business

Mayor Burcroff responded to comments made under the Public Comment section of the meeting:
The City of Romulus received $47,000 in grants from the Department of Justice for the purpose of sanitizing during the pandemic.
Mayor Burcroff suggested that people who frequent the RAC to view a video of the new procedures put in place for safety reasons. Said video can be found on the City of Romulus website.
The mayor also agreed that he will meet with the resident and the city attorney regarding Middlebelt Road construction.
The mayor said there will be an upcoming study session scheduled regarding Aerotropolis.

10. New Business

11. Warrant

A. Approval of Warrant # 20-15 for checks presented in the amount of $1,499,409.16

Res. # 20-204 Moved by **Kathy Abdo**, seconded by **Eva Webb** for the Approval of Warrant # 20-15 for checks presented in the amount of $1,499,409.16

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

B. Approval of Warrant 20-15E, for checks presented in the amount of $15,913.00, for the August 4, 2020 Election Workers Pay.

Res. # 20-205 Moved by **Kathy Abdo**, seconded by **Eva Webb** for the Approval of Warrant 20-15E, for checks presented in the amount of $15,913.00, for the August 4, 2020 Election Workers Pay.

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

12. Communication

Councilwoman Virginia Williams announced that Forgotten Harvest will be at Romulus High School on Tuesday, Aug. 11, 2020 from 12 Noon until 3:00 p.m. She also announced that there will be a Drive-Thru and Walk-Up Covid-19 Testing site at Mt. Olive Baptist Church, 35565 Beverly Road from 1:00 p.m. until 5:00 p.m. for those 12 years of age and older. Photo identification is required along with insurance information; however, there is no charge for those without insurance.

13. Adjournment

Moved by **Eva Webb**, seconded by **Virginia Williams** to adjourn the Council meeting at 8:51 p.m.

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

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the regular meeting of the Romulus City Council held on August 10, 2020.

Ellen L. Craig-Bragg

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

City of Romulus

Minutes

Council Meeting Held: **August 24, 2020**

Item No. 2B.

General Description: Approval of the Minutes from the Special Meeting(s) held on August 10, 2020 - 6:00pm Study Session, Invoice Cloud Presentation; 6:30pm Study Session, Aerotropolis; 7:00pm Public Hearing - Alley Vacation

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Resolution No. ___________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

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Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED UNANIMOUSLY   MOTION CARRIED   MOTION FAILED

MINUTES OF THE ROMULUS CITY COUNCIL SPECIAL MEETING – STUDY SESSION
August 10, 2020
Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174

The Meeting was called to Order at 6:00 p.m. by Chairwoman Pro-Tem Tina Talley

1. **Roll Call**
   Present: Kathy Abdo, Tina Talley, Eva Webb, Virginia Williams
   Absent: John Barden, Celeste Roscoe, William Wadsworth

   Administrative Officials in Attendance:
   Leroy Burcroff, Mayor
   Ellen L. Craig-Bragg, Clerk
   Stacy Paige, Treasurer

   Administrative Staff in Attendance:
   City Attorney Steve Hitchcock and city administrative staff joined the meeting electronically by zoom: Chief of Staff Julie Wojtylko, Community Development/Marketing Director Jazmine Danci, City Planner Carol Maise, Building Director, Robert McCraight, and Fire Chief Kevin Krause.

2. Moved by **Eva Webb**, seconded by **Kathy Abdo** to accept the Study Session Agenda as presented.

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

3. **Discussion:** Rich Plese, Upper Midwest Regional Director from Invoice Cloud gave an overview of the software from BS & A which expedites and expands the payment process for City of Romulus employees to invoice customers. The software would also provide various options to customers to make their payments; thus, making it an overall positive experience for both the City and the residents/customers.

4. **Public Comment** – **None.**

5. Moved by **Celeste Roscoe**, seconded by **Kathy Abdo** to adjourn the Special Meeting at 6:25 p.m.

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

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the Minutes of the **Special Study Session Meeting** of the Romulus City Council held on **August 10, 2020**.

Ellen L. Craig-Bragg

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

MINUTES OF THE ROMULUS CITY COUNCIL SPECIAL MEETING – STUDY SESSION
August 10, 2020
Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174

The Meeting was called to Order at 6:45 p.m. by Chairwoman Pro-Tem Tina Talley

1. **Roll Call**
   Present: Kathy Abdo, Tina Talley, Eva Webb, Virginia Williams
   Absent: John Barden, Celeste Roscoe, William Wadsworth

   Administrative Officials in Attendance:
   Leroy Burcroff, Mayor
   Ellen L. Craig-Bragg, Clerk
   Stacy Paige, Treasurer

   Administrative Staff in Attendance:
   City Attorney Steve Hitchcock, and city administrative staff joined the meeting electronically via zoom: Chief of Staff Julie Wojtylko, Community Development/Marketing Director Jazmine Danci, City Planner Carol Maise, Building Director Robert McCraight, and Fire Chief Kevin Krause.

2. Moved by **Kathy Abdo**, seconded by **Virginia Williams** to accept the Study Session Agenda as presented.

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

3. **Discussion:** Christopher Girdwood, Executive Director, Detroit Region Aerotropolis, gave an overview and explained the Aerotropolis incentives for the City of Romulus.

4. **Public Comment** – **None.**

5. Moved by **Kathy Abdo**, seconded by **Virginia Williams** to adjourn the Special Meeting at 6:58 p.m.

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

   I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the Minutes of the **Special Study Session Meeting** of the Romulus City Council held on **August 10, 2020**.

   Ellen L Craig Bragg

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

MINUTES OF THE ROMULUS CITY COUNCIL SPECIAL MEETING – PUBLIC HEARING
August 10, 2020
Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174

ALLEY VACATION REQUEST

Vacation of the entire alley in the Junction Sub, Block 6 abutting lots 1-24 and lots 32-55 inclusive.

The Meeting was called to Order at 7:00 p.m. by Chairwoman Pro-Tem Tina Talley

1. **Roll Call**
   Present: Kathy Abdo, Tina Talley, Eva Webb, Virginia Williams
   Absent: John Barden, Celeste Roscoe, William Wadsworth

   Administrative Officials in Attendance:
   Leroy Burcroff, Mayor
   Ellen L. Craig-Bragg, Clerk
   Stacy Paige, Treasurer

   Administrative Staff in Attendance:
   City Attorney Steve Hitchcock, and city administrative staff jointed the meeting electronically via zoom: Chief of Staff Julie Wojtylko, Community Development/ Marketing Director, Jazmine Danci, City Planner Carol Maise, Building Director Robert McCraight, and Fire Chief Kevin Krause

2. Moved by **Kathy Abdo,** seconded by **Eva Webb** to accept the Public Hearing Agenda as presented.

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

3. **Discussion:**
   City Attorney Steve Hitchcock led the discussion and provided some background information regarding the alley vacation request. The requestor, Mr. Youngblood, was not able to attend the public hearing; however, he provided a letter to City Council explaining the reasoning for the alley vacation request which the clerk read into the record

4. **Public Comment** – One resident who joined the meeting electronically commented and asked questions about the alley vacation request and the city clerk answered the questions.

5. Moved by **William Wadsworth**, seconded by **Eva Webb** to adjourn the Public Hearing at 7:25 p.m.

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

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the Minutes of the **Special Meeting Public Hearing** of the Romulus City Council held on **August 10, 2020**.

Ellen L. Craig-Bragg

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

City of Romulus

Minutes

Council Meeting Held: **August 24, 2020**

Item No. 2C.

General Description: Approval of the Minutes from the Special Meeting-Closed Session held on August 20, 2020 to discuss Attorney Opinion.

Resolution No. __________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

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Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED UNANIMOUSLY MOTION CARRIED MOTION FAILED

MINUTES OF THE ROMULUS CITY COUNCIL SPECIAL MEETING
August 20, 2020
Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174

The Special Meeting was called to order at 6:00pm by Chair Pro Tem, Tina Talley.

The Clerk announced that the open session part of the meeting was available to the public electronically via Zoom Meeting App.

1. Roll Call

Present: Kathy Abdo, Celeste Roscoe, Tina Talley, William Wadsworth, Eva Webb, Virginia Williams
Absent / Excused: John Barden

Administrative Officials in Attendance:
Ellen L. Craig-Bragg, Clerk
Stacy Paige, Treasurer - Joined meeting electronically
Steve Hitchcock, City Attorney
Julie Wojtylko, Chief of Staff

2. Approval of Agenda

A. Moved by **Celeste Roscoe**, seconded by **Kathy Abdo** to accept the Special Meeting Agenda

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

3. Convene to Closed Session

A. Moved by **William Wadsworth**, seconded by **Kathy Abdo** to Convene to Closed Session to discuss Attorney Opinion.

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

FOR THE RECORD: No business was conducted or voted on during Closed Session.

4. Reconvene to Open Session.

Moved by **Kathy Abdo**, seconded by **Celeste Roscoe** to approve the Reconvene to Open Session.

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

Moved by **Celeste Roscoe**, seconded by **William Wadsworth** to place a Resolution to Adopt the Opinion of the Corporation Counsel that the Ballot Initiative Regarding Medical Marihuana Facilities and Recreational Marihuana Establishments is illegal in Form on the August 24, 2020, Regular Council Meeting Agenda.

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

5. Adjournment

A. Moved by **William Wadsworth**, seconded by **Virginia Williams** to Adjourn the Special Meeting

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

Meeting adjourned at 8:14 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 August 20, 2020.

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

City of Romulus

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

Council Meeting Held: **August 24, 2020**

Item No. 4A.

General Description: Approval of the Chairperson's Report

Resolution No. __________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

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Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	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: **August 24, 2020**

Item No. 5A.

General Description: Employee Health Care Plan and Trust Committee

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Resolution No. ___________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

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Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	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: Employee Health Care Plan and Trust Committee

DATE: 8/20/2020

I am hereby requesting approval to reappoint Councilman William Wadsworth and Donald Morris for two year terms to expire on August 24, 2022.

Motion by____________________ supported by _________________, to concur with the administration and approve the reappointments of Councilman William Wadsworth and Donald Morris for two year terms to expire on August 24, 2022.

City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **August 24, 2020**

Item No. 5B.

General Description: ITB 19/20-33 2020 Sidewalk Program - Van Born Road

Resolution No. __________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	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: ITB 19/20-33 2020 Sidewalk Program – Van Born Road

DATE: August 18, 2020

I concur with the recommendation of Roberto Scappaticci, DPW Director, and Gary Harris, Purchasing Director and respectfully request Council award Bid ITB 19/20-33 to the lowest bidder, Century Cement Company, for the installation of approximately 2,000 feet of sidewalk along the south side of Van Born Road in the amount of $115,635.00 with an additional 10% contingency for any unforeseen work required for the completion of the project.

Maria Farris, Finance Director, has verified funds for this purpose are currently available in the Major Streets Fund, Non-Motorized Improvements Routine Maintenance account #203-463-873.000 and the General Fund, Sidewalks Project Costs Expense account #101-444-980.000.

Motion by__________, supported by _________, to concur with the administration and award Bid ITB 19/20-33 to the lowest bidder, Century Cement Company, for the installation of approximately 2,000 feet of sidewalk along the south side of Van Born Road in the amount of $115,635.00 with an additional 10% contingency for any unforeseen work required for the completion of the project.

MEMORANDUM

DATE: **August 18, 2020**

TO: **Mayor LeRoy D. Burcroff**

FROM: **Gary Harris, Purchasing Director**

SUBJECT: **ITB 19/20-33 2020 SIDEWALK PROGRAM - VAN BORN RD**

Bids were solicited to contract for the installation of approximately 2,000 feet of sidewalk along the south side of VanBorn Road for the City of Romulus DPW.

The bid documents were made available to download from the MITN Purchasing Group page of BidNet Direct at www.mitn.info. The MITN System notified 532 companies of the bid and of them, 54 companies downloaded the bid specifications.

On August 11, 2020 bids were received and publicly opened via a Zoom Meeting.

I concur with the recommendations of DPW Director, Roberto Scappaticci, to award the contract to the lowest bidder, Century Cement Company in the amount of $115,635.00. Additionally, Mr. Scappaticci is requesting that Council approve for up to an additional 10% contingency for any unforeseen work required for the completion of the work.

Maria Farris, Finance Director has verified that funds in the amount of $28,750 for this project have been budgeted for and are available in the Major Streets Fund, Non-Motorized Improvements Routine Maintenance Account (203-463-873.000) and the balance of $86,885 and any contingency used (up to $11,563.50) have been budgeted for and currently available in the General Fund, Sidewalks Project Costs Expense Account (101-444-980.000).

If I can be of any further assistance to you regarding this matter, please contact me.

Gary Harris,
Purchasing Director

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Gary Harris, Purchasing Director

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

CC: Mayor LeRoy D. Burcroff
Robert McCraight, Director of Public Services
Kathy Hood, Assistant Director of Department of Public Works

DATE: August 17th, 2020

SUBJECT: Van Born Sidewalk Project (4th Street to Washington Street) – ITB 19/20-33 – Recommendation of Award

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Dear Gary,

We have reviewed the documents provided by OHM in their investigation of their contractors that bid on the above referenced project. Based on their analysis, it appears that the most qualified, responsive bidder is **Century Cement Company**.

Century Cement Company has performed work previously in City of Romulus and their work was satisfactory. Based on this, the DPW is recommending award of the contract to **Century Cement Company,** in the amount of **$115,635.00**. In addition, at this time the DPW would like to request a **10% contingency** added to the Purchase Order for this project to mitigate any unforeseen changes in the field.

Funds for this project are secured in the following account numbers; **202-463-873.000 & 101-444-980.000**. Should there be any questions, please do not hesitate the contact my office.

Sincerely,

Roberto J. Scappaticci, Director of Public Works

y:\admin documents\sidewalk\2020 van born sidewalk\cace\memo to council.docx

ARCHITECTS. ENGINEERS. PLANNERS.

OHM
Advancing Communities®

August 17, 2020

Mr. Roberto Scappaticci
DPW Director
City of Romulus
12600 Wayne Road
Romulus, Michigan 48174

Regarding:
OHM Job No. 0155-19-0170
City of Romulus – ITB 19/20-33
2020 Sidewalk Program
Bid Results

Dear Mr. Scappaticci:

A total of twelve bids for the above-referenced project were received on August 11, 2020. This project includes approximately 2000 feet of proposed sidewalk installation on the south side of Van Born Road. The results of the top four bidders are listed below. A detailed bid tabulation is attached that includes the total bid price of all bidders as well as an itemized breakdown of the bids.

Contractor	Total Bid Amount
Century Cement Company, Inc.	$115,635.00
Winstar Contracting, LLC	$159,905.30
GM & Sons, Inc.	$174,490.00
Mattioli Cement Co., LLC	$180,255.00

This project required bidders to submit a statement of qualifications, including project references. Below is a summary of findings based on our review of the qualifications and references submitted with the bids.

Century Cement Company, Inc. is a road construction corporation that has been qualified to do business for 58 years and are MDOT qualified. The references mentioned that Century Cement Company, Inc. has performed acceptable work in the City of Inkster, the City of Detroit, and Wayne County. The references provided were specific to concrete roadwork, concrete sidewalk, and ADA ramps.

Winstar Contracting, LLC is limited liability corporation that has been qualified to do business for 2 years. The references provided that Winstar Contracting, LLC has performed acceptable work in the City of Detroit, the City of Utica, and the City of Romulus. The references provided are not specific to sidewalk installation projects.

GM & Sons, Inc. is a concrete contractor corporation that has been qualified to do business for 28 years. GM & Sons, Inc. did not provide any references. Based on past projects, GM & Sons, Inc has performed work in many municipalities and with MDOT.

Mattioli Cement Co., LLC is a concrete contractor partnership. Mattioli Cement Co., LLC did not provide any references or past projects.

We would be happy to coordinate with the City to get additional information and references from the bidders if deemed necessary.

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150
T 734.522.6711
F 734.522.6427
OHM-Advisors.com

Upon approval of the contract by City Council, OHM will deliver the contracts to the contractor for signature and preparation of the appropriate bonds and insurances. Once the contractor has returned the signed books with the appropriate bonds and insurances, the contract can be executed, and work can begin.

If you have any questions or require additional information, please feel free to contact this office.

Sincerely,
OHM Advisors

Richard R Hobgood

Richard R. Hobgood, P.E.

cc: Gary Harris, Purchasing Director
Kathy Hood, Assistant DPW Director
File

Tabulation for Bids Received on 8/11/2020
2020 Sidewalk Program
City of Romulus, Wayne County, State of Michigan
OHM Job No.: 0155-19-0170
ITB 19/20-33

Item No.	Description	Estimated Quantity	Century Cement Company, 12600 Sibley Road, Riverview, MI 48193, Phone: (734) 284-8770 Unit Price	Amount	Winstar Contracting, LLC, 17770 Mack Avenue, Suite A, Gross Pointe, MI 48230, Phone: (313) 247-4319 Unit Price	Amount	GM & Sons, Inc., 6784 Whitmore Lake Road, Whitmore Lake, MI 48189, Phone: (734) 929-1259 Unit Price	Amount	Mattioli Cement Co., LLC, 6085 McGuire Road, Fenton, MI 48430, Phone: (313) 215-1001 Unit Price	Amount	Fonson Company, Inc., 7644 Whitmore Lake Road, Brighton, MI 48116, Phone: Unit Price	Amount	JB Contractors, Inc., 2933 Military Street, Detroit, MI 48209, Phone: (313) 995-8301 Unit Price	Amount
1)	Permit Fee Allowance	1 Dlr	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
2)	Mobilization, Max 5%	1 LSUM	$5,500.00	$5,500.00	$7,650.00	$7,650.00	$8,400.00	$8,400.00	$6,300.00	$6,300.00	$9,000.00	$9,000.00	$8,000.00	$8,000.00
3)	Tree, Rem, 19 inch to 36 inch	1 Ea	$1,500.00	$1,500.00	$1,200.00	$1,200.00	$2,200.00	$2,200.00	$2,000.00	$2,000.00	$650.00	$650.00	$1,840.00	$1,840.00
4)	Tree, Rem, 37 or Larger	1 Ea	$2,000.00	$2,000.00	$3,000.00	$3,000.00	$2,750.00	$2,750.00	$3,200.00	$3,200.00	$1,050.00	$1,050.00	$1,840.00	$1,840.00
5)	Curb and Gutter, Rem	92 Ft	$10.00	$920.00	$10.50	$966.00	$20.00	$1,840.00	$10.00	$920.00	$15.00	$1,380.00	$19.60	$1,803.20
6)	Sidewalk, Rem	330 Syd	$9.00	$2,970.00	$10.00	$3,300.00	$30.00	$9,900.00	$10.00	$3,300.00	$10.00	$3,300.00	$10.00	$3,300.00
7)	Misc Obstruction, Rem	45 Cyd	$1.00	$45.00	$33.00	$1,485.00	$90.00	$4,050.00	$66.00	$2,970.00	$55.00	$2,475.00	$5.00	$225.00
8)	Erosion Control, Inlet Protection, Fabric Drop	12 Ea	$150.00	$1,800.00	$95.00	$1,140.00	$130.00	$1,560.00	$150.00	$1,800.00	$165.00	$1,980.00	$100.00	$1,200.00
9)	Erosion Control, Silt Fence	1,200 Ft	$0.50	$600.00	$3.00	$3,600.00	$3.50	$4,200.00	$2.25	$2,700.00	$4.00	$4,800.00	$2.50	$3,000.00
10)	Misc Erosion Control Stone Filter at Structure	5 Ea	$200.00	$1,000.00	$375.00	$1,875.00	$850.00	$4,250.00	$300.00	$1,500.00	$310.00	$1,550.00	$500.00	$2,500.00
11)	Aggregate Base, 4 inch	1,360 Syd	$4.20	$5,712.00	$11.00	$14,960.00	$6.50	$8,840.00	$8.00	$10,880.00	$10.50	$14,280.00	$9.75	$13,260.00
12)	Sewer, Cl E, 12 inch, Tr Det B	35 Ft	$75.00	$2,625.00	$64.50	$2,257.50	$175.00	$6,125.00	$87.00	$3,045.00	$53.00	$1,855.00	$110.00	$3,850.00
13)	Misc Inlet A, Cover S	1 Ea	$1,500.00	$1,500.00	$1,850.00	$1,850.00	$2,000.00	$2,000.00	$3,000.00	$3,000.00	$1,575.00	$1,575.00	$2,000.00	$2,000.00
14)	Misc Mh D, 48 inch Dia, Cover C	1 Ea	$3,000.00	$3,000.00	$2,935.00	$2,935.00	$3,250.00	$3,250.00	$3,700.00	$3,700.00	$2,150.00	$2,150.00	$3,000.00	$3,000.00
15)	Detectable Warning Surface	50 Ft	$40.00	$2,000.00	$40.00	$2,000.00	$45.00	$2,250.00	$60.00	$3,000.00	$40.00	$2,000.00	$35.00	$1,750.00
16)	Curb Ramp Opening, Conc	92 Ft	$25.00	$2,300.00	$28.15	$2,589.80 [1]	$40.00	$3,680.00	$40.00	$3,680.00	$40.00	$3,680.00	$40.00	$3,680.00
17)	Sidewalk Ramp, Conc, 6 inch	660 Sft	$5.30	$3,498.00	$6.95	$4,587.00 [1]	$7.00	$4,620.00	$7.25	$4,785.00	$6.50	$4,290.00	$7.50	$4,950.00
18)	Sidewalk, Conc, 4 inch	9,000 Sft	$5.30	$47,700.00	$5.25	$47,250.00 [1]	$4.50	$40,500.00	$5.75	$51,750.00	$4.40	$39,600.00	$5.00	$45,000.00
19)	Sidewalk, Grading, Modified	1,900 Ft	$10.00	$19,000.00	$9.75	$18,525.00	$12.00	$22,800.00	$10.00	$19,000.00	$20.00	$38,000.00	$18.50	$35,150.00
20)	Water, Sodding/Seeding	115 Unit	$1.00	$115.00	$29.00	$3,335.00	$75.00	$8,625.00	$75.00	$8,625.00	$70.00	$8,050.00	$30.00	$3,450.00
21)	Turf Establishment, Performance, Modified	3,300 Syd	$0.50	$1,650.00	$8.00	$26,400.00	$5.50	$18,150.00	$9.00	$29,700.00	$7.25	$23,925.00	$8.00	$26,400.00
22)	Anchor Guy	1 Ea	$700.00	$700.00	$500.00	$500.00	$1,500.00	$1,500.00	$2,500.00	$2,500.00	$4,000.00	$4,000.00	$6,800.00	$6,800.00
23)	Maintaining of Traffic	1 LSUM	$3,500.00	$3,500.00	$1,500.00	$1,500.00	$7,500.00	$7,500.00	$3,000.00	$3,000.00	$4,500.00	$4,500.00	$5,000.00	$5,000.00
24)	Tree Trimming	1 LSUM	$2,000.00	$2,000.00	$3,000.00	$3,000.00	$1,500.00	$1,500.00	$4,900.00	$4,900.00	$2,850.00	$2,850.00	$1,000.00	$1,000.00
	TOTAL BID AMOUNT			$115,635.00		$159,905.30 [2]		$174,490.00		$180,255.00		$180,940.00		$182,998.20

CORRECTIONS

[1] Amount adjusted to reflect bidder's multiplication error
[2] Total adjusted to reflect bidder's above errors
[3] Total adjusted to reflect bidder's summation error
[4] Total adjusted to reflect bidder's summation error
[5] Total adjusted to reflect bidder's summation error
[6] Total adjusted to reflect bidder's summation error

Tabulation for Bids Received on 8/11/2020 2020 Sidewalk Program City of Romulus, Wayne County, State of Michigan OHM Job No.: 0155-19-0170 ITB 19/20-33	Audia Concrete Construction, Inc 2985 Childs Lake Road Milford, MI 48381 Phone: (248) 676-9570		Great Lakes Contracting Solution 2300 Edinburgh Road Waterford, MI 48328 Phone: (313) 962-0400		Dominic Gaglio Construction, Inc. 15347 Drysdale Southgate, MI 48195 Phone: (734) 281-7453		HMC, LLC 4755 Rochester Road Troy, MI 48085 Phone: (586) 651-9089		Merlo Construction Co., Inc. 4964 Technical Drive Milford, MI 48381 Phone: (248) 640-2147		Lacaria Concrete Construction, Inc 3720 Central Avenue Detroit, MI 48210 Phone: (313) 843-3865	
Item No. Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1) Permit Fee Allowance	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
2) Mobilization, Max 5%	$4,500.00	$4,500.00	$9,500.00	$9,500.00	$10,500.00	$10,500.00	$10,000.00	$10,000.00	$10,500.00	$10,500.00	$10,000.00	$10,000.00
3) Tree, Rem, 19 inch to 36 inch	$1,700.00	$1,700.00	$2,550.00	$2,550.00	$2,500.00	$2,500.00	$1,250.00	$1,250.00	$1,500.00	$1,500.00	$1,800.00	$1,800.00
4) Tree, Rem, 37 or Larger	$2,700.00	$2,700.00	$2,900.00	$2,900.00	$4,000.00	$4,000.00	$3,600.00	$3,600.00	$4,500.00	$4,500.00	$3,300.00	$3,300.00
5) Curb and Gutter, Rem	$25.00	$2,300.00	$18.00	$1,656.00	$20.00	$1,840.00	$18.50	$1,702.00	$20.00	$1,840.00	$30.00	$2,760.00
6) Sidewalk, Rem	$20.00	$6,600.00	$13.00	$4,290.00	$45.00	$14,850.00	$13.80	$4,554.00	$15.00	$4,950.00	$30.00	$9,900.00
7) Misc Obstruction, Rem	$100.00	$4,500.00	$50.00	$2,250.00	$50.00	$2,250.00	$30.00	$1,350.00	$20.00	$900.00	$50.00	$2,250.00
8) Erosion Control, Inlet Protection, Fabric Drop	$175.00	$2,100.00	$150.00	$1,800.00	$100.00	$1,200.00	$100.00	$1,200.00	$160.00	$1,920.00	$350.00	$4,200.00
9) Erosion Control, Silt Fence	$4.00	$4,800.00	$5.00	$6,000.00	$5.00	$6,000.00	$2.00	$2,400.00	$3.00	$3,600.00	$9.00	$10,800.00
10) Misc Erosion Control Stone Filter at Structure	$600.00	$3,000.00	$375.00	$1,875.00	$300.00	$1,500.00	$300.00	$1,500.00	$250.00	$1,250.00	$600.00	$3,000.00
11) Aggregate Base, 4 inch	$9.00	$12,240.00	$16.50	$22,440.00	$5.00	$6,800.00	$13.20	$17,952.00	$13.00	$17,680.00	$19.00	$25,840.00
12) Sewer, Cl E, 12 inch, Tr Det B	$200.00	$7,000.00	$110.00	$3,850.00	$90.00	$3,150.00	$100.00	$3,500.00	$150.00	$5,250.00	$100.00	$3,500.00
13) Misc Inlet A, Cover S	$850.00	$850.00	$2,000.00	$2,000.00	$2,500.00	$2,500.00	$550.00	$550.00	$1,600.00	$1,600.00	$350.00	$350.00
14) Misc Mh D, 48 inch Dia, Cover C	$3,500.00	$3,500.00	$2,900.00	$2,900.00	$5,000.00	$5,000.00	$1,500.00	$1,500.00	$3,500.00	$3,500.00	$4,000.00	$4,000.00
15) Detectable Warning Surface	$180.00	$9,000.00	$50.00	$2,500.00	$20.00	$1,000.00	$50.00	$2,500.00	$40.00	$2,000.00	$60.00	$3,000.00
16) Curb Ramp Opening, Conc	$40.00	$3,680.00	$32.00	$2,944.00	$20.00	$1,840.00	$46.00	$4,232.00	$22.00	$2,024.00	$30.00	$2,760.00
17) Sidewalk Ramp, Conc, 6 inch	$11.00	$7,260.00	$11.85	$7,821.00	$9.50	$6,270.00	$9.00	$5,940.00	$7.00	$4,620.00	$13.50	$8,910.00
18) Sidewalk, Conc, 4 inch	$7.70	$69,300.00	$6.50	$58,500.00	$8.00	$72,000.00	$7.00	$63,000.00	$5.50	$49,500.00	$8.00	$72,000.00
19) Sidewalk, Grading, Modified	$8.00	$15,200.00	$16.00	$30,400.00	$12.00	$22,800.00	$28.00	$53,200.00	$15.00	$28,500.00	$20.00	$38,000.00
20) Water, Sodding/Seeding	$1.00	$115.00	$76.50	$8,797.50	$50.00	$5,750.00	$75.00	$8,625.00	$460.00	$52,900.00	$5.00	$575.00
21) Turf Establishment, Performance, Modified	$8.00	$26,400.00	$7.50	$24,750.00	$11.00	$36,300.00	$8.50	$28,050.00	$8.75	$28,875.00	$13.00	$42,900.00
22) Anchor Guy	$800.00	$800.00	$8,500.00	$8,500.00	$4,000.00	$4,000.00	$5,000.00	$5,000.00	$500.00	$500.00	$3,000.00	$3,000.00
23) Maintaining of Traffic	$9,500.00	$9,500.00	$4,500.00	$4,500.00	$4,000.00	$4,000.00	$3,000.00	$3,000.00	$10,000.00	$10,000.00	$15,000.00	$15,000.00
24) Tree Trimming	$3,500.00	$3,500.00	$3,850.00	$3,850.00	$3,000.00	$3,000.00	$625.00	$625.00	$700.00	$700.00	$5,000.00	$5,000.00
TOTAL BID AMOUNT		$204,545.00 [3]		$220,573.50		$223,050.00		$229,230.00 [4]		$242,609.00 [5]		$276,845.00 [6]

CORRECTIONS

[1] Amount adjusted to reflect bidder's multiplication error
[2] Total adjusted to reflect bidder's above errors
[3] Total adjusted to reflect bidder's summation error
[4] Total adjusted to reflect bidder's summation error
[5] Total adjusted to reflect bidder's summation error
[6] Total adjusted to reflect bidder's summation error

MINUTES OF ITB 19/20-33 2020 SIDEWALK PROGRAM VAN BORN RD

The public opening of the afore mentioned solicitation was held via a Zoom meeting at 3:00 PM, in the Council Office at Romulus City Hall on August 11, 2020.

The following were present for the opening:

Gary Harris – Purchasing Director
Lynn A. Conway – Purchasing Advisor
Gary Smolinski – OHM
Barry Gates – OHM
Kyle Finnerty – Merlot Construction
Sean Morrisey – GM & Sons
Shannon Plate – JB Contractors
Shenoy – Winstar Construction
Jema Rawahneh – Fonson
Tom Wall – Great Lakes Contracting
Al Bigon - Century Cement

Twelve sealed bids were received and publicly opened.

Century Cement Company, 12600 Sibley Road, Riverview, MI 48193
Winstar Contracting, Inc. 17770 Mack Avenue, Suite A, Gross Pointe, MI 48230
GM & Sons, Inc., 6784 Whitmore Lake Road, Whitmore Lake, MI 48189
Mattioli Cement Co., LLC, 6085 McGuire Road, Fenton, MI 48430
Fonson Company, Inc., 7644 Whitmore Lake Road, Brighton, IM 48116
JB Contractors, Inc., 2933 Military Street, Detroit, MI 48209
Audia Concrete Construction, Inc., 2985 Childs Lake Road, Milford, MI 48361
Great Lakes Contracting Solution, 2300 Edinburgh Road, Waterford, MI 48328
Dominic Gaglio Construction, Inc., 15347 Drysdale, Southgate, MI 48195
HMC, LLC, 4755 Rochester Road, Troy, MI 48085
Merlo Construction, Co., Inc., 4964 Technical Drive, Milford, MI 48381
Lacaria Concrete Construction, Inc., 3720 Central Avenue, Detroit, MI 48210

A copy of the tabulation sheet is attached.

Respectfully submitted,

Gary Harris

Gary Harris,
Purchasing Director

I, Gary Harris, Purchasing Director for the City of Romulus, do hereby certify the foregoing to be a true copy of the minutes of ITB held on August 11, 2020 .

Gary Harris

Gary Harris,
Purchasing Director

CONSTRUCTION/ENGINEERING PROJECTS
AUTHORIZATION & REQUEST FOR COMPETITIVE BIDS FORM

ENGINEERING INFORMATION SECTION

DEPARTMENT: DPW | DATE: 6/3/2020

I HEREBY REQUEST APPROVAL TO PROCEED WITH THE ENGINEERING/DESIGN FOR THE FOLLOWING CONSTRUCTION OR ENGINEERING PROJECT: **2020 Van Born Road Sidewalk**

FY 20/21

PURPOSE OF PROJECT: Building a sidewalk where it doesn't exist and pedestrians are complaining

EXPENSE ESTIMATES	PROJECT #	ESTIMATE COST FOR PROJECT
ESTIMATED DESIGN FEES		$26,000.00
ESTIMATED INSPECTION FEES		$
ESTIMATED CONSTRUCTION ENGINEERING. FEES		$38,000.00
ESTIMATED LAYOUT FEES		$
ESTIMATED CONTRACT AD FEES		$
ESTIMATED CONSTRUCTION TESTING FEES		$
		$
ESTIMATED CONSTRUCTION COSTS		$256,000.00
ESTIMATED PROJECT TOTAL		$320,000.00

ESTIMATED PROJECT START DATE: July 2020 | ESTIMATED COMPLETION DATE: Dec 2020

BUDGET YEAR AND LINE ITEM/S AND AMOUNT BUDGETED?
FY 20/21 Notes
202-463-873.000- $75,000.00
101-444-980.000 -$235,000.00

SIGNATURE OF DEPARTMENT HEAD: [signature] Date:6/3/2020

FINANCE DEPARTMENT APPROVAL

FUNDS CURRENTLY AVAILABLE FOR THIS PROJECT - LIST AMOUNTS BY FUND AND ACCOUNT:

FY 20/21 Notes
202-463-873.000- $75,000.00
101-444-980.000 -$235,000.00

SIGNATURE OF FINANCE DIRECTOR: Vernon Morse Date: 6/3/2020

ADMINISTRATION APPROVAL

I HAVE REVIEWED THE REQUEST AND AUTHORIZE THE SOLICITATION OF COMPETITIVE BIDS:

SIGNATURE OF MAYOR: [signature] Date:

CITY OF ROMULUS BID NUMBER ASSIGNED | BID #:

FINANCE DEPARTMENT VERIFICATION OF FUNDS FOR AWARD

THE RECOMMENDED BID AWARD IS $ $28,750. " 202-463-873.000
98,446.50 101-444-980.000

I AFFIRM THAT THE FUNDS ARE AVAILABLE IN THE ABOVE MENTIONED ACCOUNT/S

SIGNATURE OF FINANCE DIRECTOR: Maria Dallas Date: Aug 18, 2020

Solicitation Document Report - ITB 19/20-33 - ITB 19/20-33 2020 Sidewalk Program - Van Born Rd

Suppliers who have downloaded a document

#	Company			ST				
1	Ace Cutting Equip. & Supply Inc	25806 Novi Road	Novi	MI	Ron Measel	248-449-4944	rmeasel@acecutting.com	Partial 1/5
2	All Star Power	P.O. Box 871576	Canton	MI	MARK KORNEFFEL	7343081044	kebra1121@gmail.com	Partial 1/5
3	Audia Concrete Construction, Inc.	P.O. Box 72	Milford	MI	Ronetta Audia	248-676-9570	raudia@audiaconstructioninc.com	Full 5/5
4	August Mack Environmental, Inc.	11902B Farmington Road	Livonia	MI	Curt Chapman	734-464-1716	cchapman@augustmack.com	Partial 1/5
5	Century Cement Co. Inc.	12600 Sibley Road	Riverview	MI	AJ Pighin	734-284-8770	Centurycementco@sbcglobal.net	Full 5/5
6	Cheryl Moore Enterprises	558 Valencia Dr	Pontiac	MI	Cheryl Moore	248-991-7271	CherylMooreEnterprises@justicecherylmoore.com	Partial 2/5
7	City of Romulus	11111 Wayne Rd	Romulus	MI	Gary Harris	7349554561	zyeah3344@gmail.com	Partial 2/5
8	Cleaners	11414 Olive St	Romulus	MI	Gary Harris	7345070947	zyeah3344@yahoo.com	Partial 1/5
9	Climate Surival Solutions, Inc. PBC	PO Box 40445	Grand Junction	CO	Tim Loncarich	970-245-7945	bids@climatesurvivalsolutions.com	Partial 3/5
10	Core and Main	6575 23 Mile Road	Shelby Tnshp	MI	Christopher Climie	7343985950	Christopher.Climie@coreandmain.com	Partial 2/5
11	Dan K's Inc.	20720 Sibley Rd.	Brownstown	MI	Justin FKeenan	734 552-8280	JustinKeenan@DanKsInc.com	Partial 4/5
12	Dominic Gaglio Construction, Inc.	15347 Drysdale	Southgate	MI	Dominic Gaglio	734-281-7453	dgaglio@sbcglobal.net	Full 5/5
13	Dykstra Landscape Mgmt, Inc.	1805 Industrial Dr.	Grand Haven	MI	Mike Dykstra	6168421331	Office@dykstralandscape.com	Partial 1/5
14	Edw. C. Levy Co.	8800 Dix Avenue	Detroit	MI	Jeff Lockwood	313-429-5389	JLOCKWOOD@edwclevy.net	Partial 1/5
15	Etna Supply Co	29949 Beck Rd	Wixom	MI	Roger Ash	2486245000	rash@etnasupply.com	Partial 3/5
16	FERGUSON WATERWORKS	4040 EAGLES NEST RD	FLUSHING	MI	James MCGonnell	810 410 1441	james.mcgonnell@ferguson.com	Partial 4/5
17	FORTE CONTRACTING, INC.	26780 JOY ROAD	REDFORD	MI	Otto Kalmbach	7344697200	office@forteinc.co	Partial 3/5
18	Ferguson Water Works	4040 Eagles Nest	Flushing	MI	Michael Deneen	8106910535	michael.deneen@ferguson.com	Partial 3/5
19	Fonson Company, Inc.	7644 Whitmore Lake Road	Brighton	MI	Kirk Cooley	810-231-5188	estimating@fonsoninc.com	Full 5/5
20	G.V. Cement	20000 Dix-Toledo	Brownstown	MI	Vince Vitale	734-479-2180	gvcement@sbcglobal.net	Partial 3/5
21	GM & SONS, INC.	6784 Whitmore Lake Rd.	Whitmore Lake	MI	Karl Schweitzer	734-929-1259	bids@gmandsons.com	Full 5/5
22	Great Lakes Cont. Sol. LLC	2300 Edinburgh	WATERFORD	MI	Tom Wall	313-962-0400	tom@greatlakescont.com	Partial 4/5
23	HMC, LLC	4755 Rochester Road	Troy	MI	John Tiseo	586-651-9089	john@contracthmc.com	Full 5/5
24	Hutch Paving, Inc.	3000 EAST TEN MILE	Warren	MI	Michael Campbell	586-427-7283	sales@hutchpaving.com	Partial 2/5
25	J. Ranck Electric, Inc.	1993 Gover Parkway	Mt. Pleasant	MI	Adam Ranck	800-792-3822	ajranck@jranck.com	Full 5/5
26	JB Contractors Inc.	2933 MILITARY ST	DETROIT	MI	Juan Lopez	313-995-8301	jbcontractors@outlook.com	Full 5/5
27	Jensen Bridge & Supply Company	400 Stoney Creek Drive	Sandusky	MI	Dale Chambers	810-648-3000	dalec@jensenbridge.com	Partial 2/5
28	LMSD	13380 Telegraph Rd	Flat Rock	MI	Rich Fanti	3133168753	rfanti@lakemichiganexcavating.com	Partial 2/5
29	Lacaria Concrete Construction Inc.	3720 Central Ave.	Detroit	MI	Sal Lacaria	313-843-3865	sal@lacariaconcrete.com	Full 5/5
30	Lawrence M. Clarke, Inc.	50850 Bemis Road	Belleville	MI	Lynn Harmala	734-481-1565	lharmala@lmclarke.com	Partial 1/5
31	Major Cement Co	PO Box 23740	Detroit	MI	Michael Scappaticci	313-220-6560	michael@majorcementco.com	Partial 2/5
32	Marc Dutton Irrigation, Inc.	4720 Hatchery Rd.	Waterford	MI	Stephen Dutton	248-674-4470	sdutton@marcduttonirr.com	Partial 1/5
33	Mattioli Cement Company	6085 McGuire	Fenton	MI	John Mattioli	810-629-3851	jtmattioli@charter.net	Full 5/5
34	McCoig Materials	PO Box 6349	Plymouth	MI	Tim Mostoller	734-357-2113	tmostoller@mccoig.biz	Partial 2/5
35	Merlo Construction Co. Inc.	4964 Techical drive	Milford	MI	Brian Gustin	248-486-3989	Brian@merlomi.com	Full 5/5
36	Michigan Concrete Association	2937 Atrium Drive	Okemos	MI	Daniel DeGraaf	517-347-7720	jvance@miconcrete.net	Partial 2/5
37	Myranda Kelly, llc	25118 Territorial Ct	Veneta	OR	Joshua Meyer	2482107684	squoshua@gmail.com	Partial 2/5
38	Officepartners360	7500 Brooktree Road	Pittsburgh	PA	Tim Boylan	412 267 1529	deteam@officepartners360.com	Full 5/5
39	Owen Tree Service, Inc.	225 N. Lake George Road	Attica	MI	Pamela SShaver	810-724-6651	pshaver@owentree.com	Partial 3/5
40	P.K.Contracting inc	1965 Barrett	Troy	MI	David Moriarty	248-362-2130	dave@pkcontracting.com	Partial 2/5
41	Pamar Enterprises, Inc.	31604 Pamar Court	New Haven	MI	Susan Mazza	586-749-8593	sue@pamarenterprises.com	Partial 1/5
42	Poco Sales Inc.	4850 S Sheldon	Canton	MI	john clarke	734-397-1677	john.clarke@pocoinc.com	Partial 4/5
43	Pre-Construction Media	6681 Torybrooke Circle	West Bloomfield	MI	Bharat Doshi	248-320-3018	estimates@preconstructionmedia.com	Partial 4/5
44	Precision Concrete Cutting	1896 Goldeneye Drive	Holland	MI	Mark Bonkowski	616-403-0205	MBonkowski@PCCMich.com	Partial 2/5
45	Rotondo Construction Corp.	20771 Randall	Farmington Hills	MI	Joe Rotondo	248-474-0707	alice@rotondoco.com	Partial 4/5
46	SUPERIOR MATERIALS, LLC	30701 W. 10 MILE ROAD	FARMINGTON HILLS	MI	JOHN WERNER	313-215-1873	jmwerner@superiormaterials.net	Partial 2/5
47	Site Sol., Lawn&Landscape Rest.	4337 E. Grand River	Howell	MI	Bradley Holmes	810-923-0555	BradH@SiteSolutionsLLC.net	Partial 4/5
48	Spicer Group	230 S. Washington Ave.	Saginaw	MI	Aaron Bedford	989-754-4717	aaronb@spicergroup.com	Partial 1/5
49	State Barricades, Inc.	24806 Industrial Hwy	Warren	MI	Tony Maggiano	586-756-8282	tony@statebarr.com	Partial 1/5
50	Sweeney Construction Materials	25265 Trans x Rd	Novi	MI	Rudy Rasho	2483741111	rudy@tsweeneyandcompany.com	Partial 3/5
51	Turek Photography & Video	1715 Bradford NE	GRAND RAPIDS	MI	CARL TUREK	616-888-0761	Carl@Turekphoto.com	Partial 2/5
52	Washtenaw Contractors Assoc.	3135 S State St #350-H	Ann Arbor	MI	Rachel Newton	734-662-2570	rcopple@wcaonline.org	Full 5/5
53	Winstar Contracting, LLC	17770 Mack Avenue	Grosse Pointe	MI	Vinay Shenoy	3132474319	vinay@winstarcontracting.com	Full 5/5
54	luigi ferdinandi & son cement	16481 common rd	roseville	MI	rosanna sniezek	586-774-1000	info@luigicement.com	Partial 3/5

City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **August 24, 2020**

Item No. 5C.
General Description: ITB 20/21-03 Zero Turn Commercial Lawnmowers

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Resolution No. __________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

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Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	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: ITB 20/21-03 Zero Turn Commercial Lawnmowers

DATE: August 18, 2020

I concur with the recommendation of Kathy Hood, Asst. DPW Director, and Gary Harris, Purchasing Director and respectfully request Council award Bid ITB 20/21-03 to the lowest, most responsive and responsible bidder, Abutilon Co. Inc., for three Zero Turn Rider gas riding lawn mowers in the amount of $27,837.00.

Vern Morse, Asst. Financial Director, has verified funds for this purpose are currently available in the Motor Vehicle Fund, Capital Outlay – Machinery & Equipment Expense account #661-258-970.138.

Motion by__________, supported by __________, to concur with the administration and award Bid ITB 20/21-03 to the lowest, most responsive and responsible bidder, Abutilon Co. Inc., for three Zero Turn Rider gas riding lawn mowers in the amount of $27,837.00.

MEMORANDUM

DATE: **August 14, 2020**

TO: **Mayor LeRoy D. Burcroff**

FROM: **Gary Harris, Purchasing Director**

SUBJECT: **ITB 20/21-03 ZERO TURN COMMERCIAL LAWNMOWERS**

Bids were solicited for the acquisition of three Zero Turn Rider gas riding lawn mowers for the City of Romulus Department of Public Works.

Bid documents were made available to down load from the MITN Purchasing Group page of BidNet Direct at www.mitn.info. The MITN System notified 115 companies of the bid and of them, 14 companies downloaded the bid specifications and 4 companies were informed by email of the bidding opportunity (See Bidder's list attached).

On 8/11/2020, 7 bids were received and publicly opened via a Zoom Meeting.

I concur with the recommendation of Assistant Director, Kathryn Hood to award the bid to the lowest, most responsive and responsible bidder, Abutilon Co. Inc., in the amount of $27,837.00.

Vern Morse, Assistant Finance Director has verified that funds for this acquisition have been budgeted for and are available in the Motor Vehicle Fund, Capital Outlay- Machinery & Equipment Expense Account, (661-258-970.138).

If I can be of any further assistance to you regarding this matter, please contact me.

Gary Harris
Gary Harris,
Purchasing Director

MINUTES OF 20/21/03 ZERO TURN COMMERCIAL LAWNMOWERS

The public opening of the afore mentioned solicitation was held via a Zoom meeting at 3:00 PM, in the Council Office at Romulus City Hall on Tuesday, 8/11/2020.

The following were present for the opening:

Gary Harris – Purchasing Director
Lynn A. Conway – Purchasing Advisor
Kathy Hood – Assistant DPW Director

7 sealed bids were received and publicly opened.

Bader & Sons Co
Wayne Lawn & Garden (2 Bid Submissions)
Abutilon Co Inc
Sell's Equipment
Weingartz (2 Bid Submissions)

A copy of the tabulation sheet is attached.

Respectfully submitted,

Gary Harris

Gary Harris,
Purchasing Director

I, Gary Harris, Purchasing Director for the City of Romulus, do hereby certify the foregoing to be a true copy of the minutes of ITB 20/21-03 held on 8/11/2020.

Gary Harris

Gary Harris,
Purchasing Director

TABULATION SHEET - ITB 20/21-03 ZERO TURN COMMERCIAL LAWNMOWERS

COMPANY	Abutilon Co. Inc. dba Abco Truck Equp.	Sell's Equipment	Weingartz Farmington Hills	Weingartz Livonia	Bader & Sons Co.	Wayne Lawn & Garden	Wayne Lawn & Garden
Make & Model of Lawnmower Bid	Gravely Pro-Turn 272 992270	Exmark LZX921GKA726C1	Exmark LZX921GKA726C1	Exmark LZX921GKA726C1	John Deere 2960M 72" deck	Gravely Proturn 472-992276	Scag Cheetah 2 SCZ11-72v-31fx
Unit Price:	$9,279.00	$12,639.00	$12,639.00	$13,429	$10,100.00	$11,000	$11,133
List Any Additional Reimbursable Charges:	None	None	None	None	None	None	None
Exceptions	Yes	NO	NO	NO		Yes	No
Payment Terms:				Net 30			
Comments or Variations from ITB Specifications	• Gas Tank 13.4 gals. • Ogura GT3.5 Electric Clutch • Chair • 4-Pt. Floating Deck • Belt tension system • 7 gauge steel; w/1.4" spindle reinf, • 18,000 RPM • 1.5"-5.5" cutting height • Dim & Weight • Warranty	None	None	None	• 3,600 RPM • 11.5 gal. Fuel Tank • 225 ft. lb. clutch • Steel channel mainframe • 12 volt 20 amp PTO • Full 7 gauge stamped deck • 1.5 – 5" cutting ht. • Dim & Weight • Warranty	• Ex1000V V-turn engine • 35 HP • 13.4-Double tank • Ogura GT3.5 300llb. • 2 Positions Steering • Air Ride Suspension seat • XFector 2 deck w/ DH spindle • Blade Speed 18,633fpm • Dim & Weight • Warranty	•
Delivery	90 Days ARO	5 Days	7 Days	5-7 Days		30-60 days	30 Days
Warranties been attached	YES	YES	YES	YES	YES	YES	Yes
Manufacturer's Product Brochure/Literature been attached	YES	YES	YES	YES	YES	YES	Yes
Certified?	YES	YES	YES	YES	YES	YES	Yes
	YES	YES	YES	YES	YES	YES	Yes

PUBLICLY OPENED VIA ZOOM MEETING, 3:00 PM, Tuesday, 8/11/2020 IN THE ROMULUS COUNCIL OFFICE.

THOSE IN ATTENDANCE:

#	NAME	COMPANY	TITLE
1	Gary Harris	CITY OF ROMULUS	PURCHASING DIRECTOR
2	Lynn A. Conway	CITY OF ROMULUS	PURCHASING ADVISOR
3	Kathy Hood	CITY OF ROMULUS	ASSIST. DPW DIRECTOR

VENDOR LIST
ITB 20/21-03 - ZERO TURN COMMERCIAL LAWNMOWERS

Bader and Sons
South Lyon Michigan
Erich Petzold
epetzold@greentractors.com

Sell's Equipment
Wood Haven Michigan
jeff@sellsequipment.com

Wayne Lawn and Garden
Canton Michigan
sales@waynelawn.com

WEINGARTZ - LIVONIA
32098 Plymouth RD
Livonia, MI 48150
P: (734) 525-0980
ronweingartz@weingartz.com
mvankoughnet@weingartz.com

CITY OF ROMULUS

DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: **Gary Harris, Purchasing Director**

FROM: **Kathryn Hood, Assistant DPW Director**

DATE: **August 12, 2020**

SUBJECT: **Bid Award-Bid ITB-20/21-03 Three (3) Zero Turn Lawn Mowers**

It is the recommendation of the DPW to award Bid ITB – 20/21-03 for Three (3) zero-turn lawn mowers to the lowest most responsive, responsible bidder Abutilon Co. Inc., for the total amount of $27,837.00.

Funds were budgeted for this purchase in accounts #661-258-970.138.

If you have any questions, please feel free to contact me.

KWH/kh

REQUEST FOR COMPETITIVE BIDS

DO NOT FILL THIS FORM IN AND SAVE A COPY TO THIS FOLDER!!!!!

- **You can save a copy to the Completed forms from Departments Folder or to your own Department's folder.**
- **Email the *completed* form to Lynn Conway.**

DEPARTMENT NAME:	**DPW**	**DATE:**	**06/10/2020**

I HEREBY REQUEST THAT COMPETITIVE BIDS BE LET FOR THE FOLLOWING MATERIAL, EQUIPMENT OR SERVICE: **Lawn Mowers**

PURPOSE: **replace 3 worn/old lawnmowers**

IF REPLACEMENT, WILL EQUIPMENT BE (CHECK ONE IF APPLICABLE):

- ☐ Traded in
- ☐ Sold at auction
- ☐ Transferred for use elsewhere, if so where? ______
- ☐ Used for parts
- ☐ Disposed of

BUDGET YEAR	**2020/2021**

ACCOUNT INFORMATION

ACCOUNT/S NUMBER	$ AMOUNT BUDGETED
661-258-970.138	$ 30,000.00
	$
	$

SIGNATURE OF DEPARTMENT HEAD: Kathryn Hood 6-10-2020

FINANCE DEPARTMENT APPROVAL

FUNDS AVAILABILITY

ACCOUNT/S NUMBER	$ FUNDS AVAILABLE
661 258 970 138 FY 20/21	$ 1,357,510.00
	$ * $30,000.00 in notes
	$

SIGNATURE OF FINANCE DEPARTMENT: Abbie Akins **DATE:** 6-10-20

ADMINISTRATIVE APPROVAL

I HAVE REVIEWED THE REQUEST AND AUTHORIZE TO LET FOR COMPETITIVE BIDS.

SIGNATURE OF MAYOR: [signature] **DATE:** 6-10-20

AVAILABILITY OF FUNDS FOR AWARD

THE BID SHALL BE AWARDED IN THE AMOUNT OF $ 27,837.00

I AFFIRM THAT THE FUNDS ARE AVAILABLE IN THE ABOVE MENTIONED ACCOUNT/S

FINANCE DEPT. APPROVAL: Vernon Morse **DATE:** 8/14/2020

C:\Users\khood\Desktop\REQUEST FOR COMPETITIVE BIDS - Lawnmowers.docx

City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **August 24, 2020**

Item No. 5D.

General Description: Mucci Pac Site Development - Water and Sewer Agreement

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Resolution No. __________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

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Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	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: Mucci Pac Site Development – Agreement between City of Romulus and City of Taylor to Supply Public Water and Sewer to the Project

DATE: 8/20/2020

I concur with the recommendation of Roberto Scappaticci, DPW Director and Stephen Hitchcock, legal counsel and respectfully request that Council authorize the Mayor and Clerk to enter into the attached agreement for the City of Taylor to provide water and sewer to the Mucci Pac Site Development.

Motion by____________________, supported by __________________, to concur with the administration and authorize the Mayor and Clerk to enter into the attached agreement for the City of Taylor to provide water and sewer to the Mucci Pac Site Development.

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: **Mayor LeRoy D. Burcroff**

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

CC: **Kathy Ritter, Assistant Director of Public Works**

DATE: **August 19th, 2020**

SUBJECT: **Mucci Pac Site Development – Agreement between City of Romulus and City of Taylor to supply public water and sewer to the project**

Dear Mayor,

Attached is an agreement drafted by Steve Hitchcock, City attorney, for the City of Taylor to provide water and sewer to the above referenced development. As you may know, the City of Romulus does not have public utilities available along this portion of Inkster Road. Hence the development will become the customer of the City of Taylor for water and sewer only.

At this time, the agreement has been approved by the City of Taylor. Please present this to City council for approval. Should there be any questions regarding this matter please feel free to contact me.

Sincerely,

Roberto J. Scappaticci, Director of Public Works

y:\admin documents\dpw general\sites\mucci\recommendation_memo_dpw.docx

AN AGREEMENT BY AND BETWEEN THE CITY OF TAYLOR, MICHIGAN, A MICHIGAN MUNICIPAL CORPORATION, THE CITY OF ROMULUS, A MICHIGAN MUNICIPAL CORPORATION, AND NORTHLINE INVESTMENTS, LLC., FOR THE PROVISION OF WATER AND SEWER SERVICES

THIS AGREEMENT, made and entered into on the_ day of ,2020, by and between the City of Taylor, a Michigan municipal corporation of the State of Michigan, whose address is 23555 Goddard Road, Taylor, Michigan. (hereinafter referred to as "Taylor"), and the City of Romulus, a Michigan municipal corporation of the State of Michigan, whose address is 11111 Wayne Road, Romulus, Michigan 48174, (hereinafter referred to as "Romulus") (collectively, the "Parties"), both of whom agree and understand as follows:

WITNESSETH:

A. WHEREAS, there is located within the boundaries of the City of Romulus, a certain parcel of real estate (hereinafter referred to as the "Serviced Parcel"). The Serviced Parcel is currently owned by Northline Investments, LLC (hereinafter referred to as the "Title Holder"), which parcel is commonly known as City of Romulus, Michigan 48174 and is more particularly described as follows:

SEE ATTACHED EXHIBIT A
Commonly known as Romulus, Michigan
Parcel ID No. Tax ID:__________.

For which water and sewer services are not available;

B. WHEREAS, within the boundaries of Taylor, and in close proximity to the Serviced Parcel in Romulus, Taylor owns certain water and sewer facilities; and

C. WHEREAS, the parties are desirous of allowing the Title Holder of the Serviced Parcel to connect to the available water and sewer facilities owned by Taylor, and the parties wish to reduce the agreement to writing.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Taylor shall allow a connection to the Taylor water and sewer facilities to provide service to the Serviced Parcel by the Title Holder, whose address is Romulus, Michigan and Romulus agrees to Taylor providing such services. Taylor shall require, in this agreement with the Title Holder, that:

A. Title Holder shall provide written notice to Taylor if (i) their address changes, which notice shall provide their new address; or (ii) if Title Holder transfers ownership of the Serviced Parcel, in which such notice will identify the current name, address and phone number of the new owner of the Serviced Parcel. The notices shall be provided within five (5) business days of the event triggering the notice requirement.

B. Prior to commencing any work for the connection of said water and sewage connection, Title Holder shall submit site development plans, if necessary, for the water and sewer connection to Taylor for review and approval.

C. Title Holder or its contractor will indemnify and hold harmless Taylor from any injury or damage to persons or property related to the work performed during the water and sewer connection, and that said damages or injury is the responsibility of the contractor or Title Holder.

D. Title Holder has reviewed and received a copy of this Agreement between Romulus and Taylor and agrees to abide by the same.

2. The duration of this Agreement shall be until City of Romulus supplies its own water and sewer facility system to the Serviced Parcel, or unless terminated as set forth herein.

3. The Title Holder shall be solely responsible for all costs associated with the connection into the Taylor Water and Sewer Facilities. The connection into the Taylor water and sewer facilities and any installation of services lead pipes shall be accomplished by a contractor acceptable to Taylor, which contractor shall be responsible for acquisition and cost of such right-of-way permits as may be applicable.

4. Taylor will be responsible for the collection of all applicable water tap and inspection fees, debt, and any other applicable charges set forth in the applicable Taylor Ordinances, and shall also be responsible for the post-construction inspection of the water connection. Taylor will assume responsibility for repairs from the water main to the property line (stop box) for water service only. Taylor will not be responsible for any repairs in the lead from the building to the property line (stop box). The shut off valve shall be located in the Romulus and Taylor right of way for the water service lead. Fire Service; the City of Taylor shall be responsible for winterization of the hydrant only and the property owner shall provide easements and access for winterizing the hydrant. For sewer service, Taylor shall not be responsible for or maintain risers or connections from the point of connection into the Serviced Parcel. Taylor shall not be responsible for any connections by a property owner to Taylor sewer. Taylor shall bill Title Holder for the water service on the same basis that it bills all other City water customers. Title holder shall pay to Taylor the billed amount within thirty (30) business days from the date the bill is received. Taylor shall obtain water and sewer meter readings from the Serviced Parcel on a as they do all commercial properties in order for Taylor to prepare the aforementioned water bills to

Title Holder. Upon the request of Taylor, Romulus will add delinquent water and sewer bills to property taxes for the serviced parcel. Taylor shall review and approve any and all future expansion for the water and sewer service provided by Taylor.

5. The Parties to this Agreement represent that the same was negotiated and drafted mutually by both parties, and neither shall claim otherwise. This Agreement contains the entire agreement between the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, entered into prior to the execution of this Agreement, will alter the covenants, agreements and undertakings herein set forth.

6. The Parties agree that any dispute arising under this Agreement shall be governed by the laws of Michigan and that venue is proper in the appropriate State court in the County of Wayne, Michigan, and the Parties waive any right to a trial by jury regarding the interpretation of this Agreement or any dispute thereunder between the Parties.

7. If any term or portion of this Agreement, or the application thereof, to any person or circumstance shall, to any extent, judicially be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. This Agreement shall be binding on the Parties, their successors and assigns and any subsequent owner of the Serviced Parcel. If any subsequent owner of the Serviced Parcel fails or refuses to be bound by and/or fully perform the terms and conditions of this Agreement, the Agreement may be terminated upon ten (10) days prior written notice.

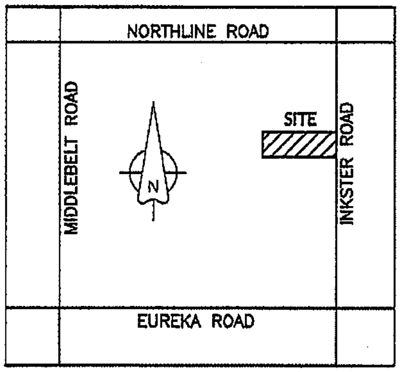
9. The Parties warrant and represent that each have full power and lawful authority to enter into this Agreement; and that the execution of this Agreement by the individuals who have signed below is legally binding on the Parties. No agent of the Parties shall have the power to revoke, alter, enlarge or relax the stipulations or requirements of this Agreement without theprior formal written authorization to do so, by ordinance, resolution or official action of its legislative body.

10. This Agreement, and any modification may be executed in counterparts and by facsimile or e-mail (in .PDF format) transmitted signatures, each of which shall be deemed original for all purposes. Facsimile or e-mail copies of signatures shall be effective upon transmission, and the receipt of a facsimile or e-mail copy (in .PDF format) containing a signature shall be effective and treated as an executed original.

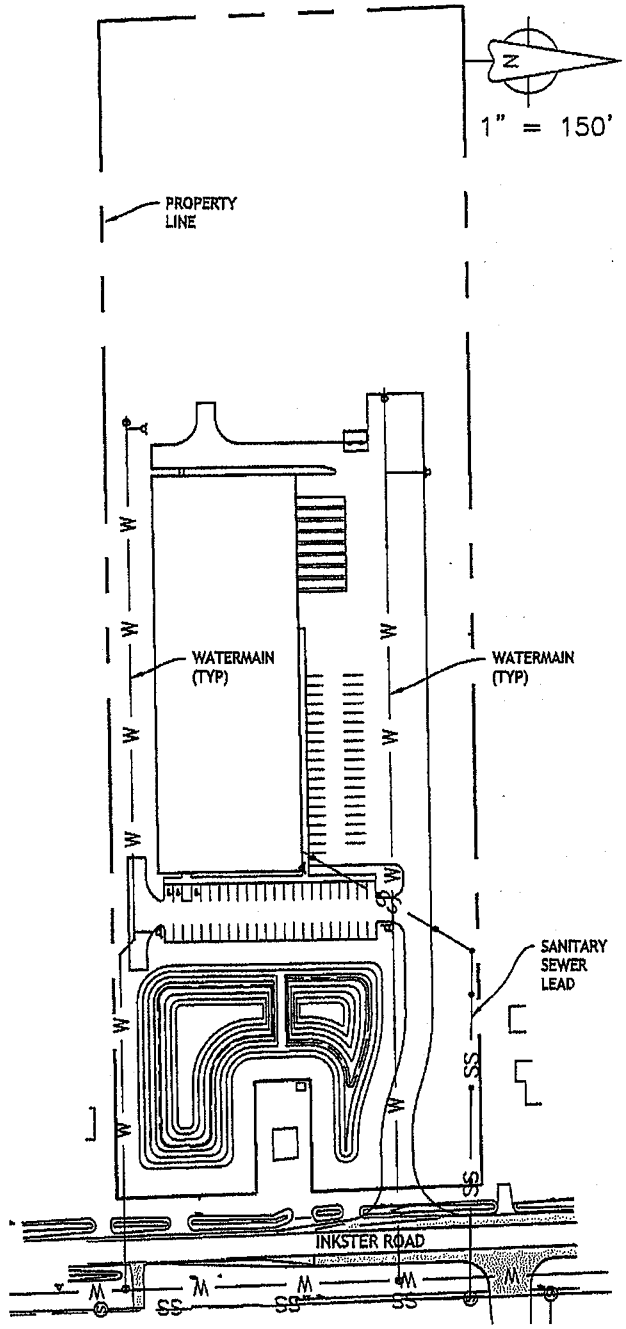
11. The "Effective Date" of this Agreement shall be the date that the last party executes this Agreement.

IN WITNESS THEREOF, City of Taylor, Romulus and Title Holder have caused this

EXHIBIT A



LOCATION MAP
NO SCALE



WATERMAIN ——W——

SANITARY ——SS——

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHEAST ¼ OF SECTION 25, TOWN 3 SOUTH, RANGE 9 EAST, CITY OF ROMULUS, WAYNE COUNTY, MICHIGAN, DESCRIBED AS ALL OF LOT 12, LOT 13 EXCLUDING THE EASTERLY 120 FEET OF THE NORTHERLY 60 FEET OF THE SOUTHERLY 79.15 FEET, AND ALL OF LOT 14 THEREOF, SCHERERS VICTORY GARDENS SUBDIVISION AS RECORDED IN LIBER 69 OF PLATS, PAGE 58, WAYNE COUNTY RECORDS CONTAINING 11.28 ACRES OF LAND AND BEING SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

PARCEL ID NUMBERS
80–097–01–0012–000 &
80–09–701–0014–000

PROPERTY INFORMATION:	PROPERTY OWNER:	ENGINEER:	DATE: 5 / 7 / 2020
Mucci Pac 13490 Inkster Road Romulus, Wayne County, Michigan	VCM Cold Storage Michigan 5251 DTC Parkway, Suite 1001 Greenwood Village, CO 80111 Contact: Greg Davine Phone: (303) 570-4397	Hennessey Engineers, Inc. 13500 Reeck Road Southgate, MI 48195 Phone: (734) 759-1600 Fax: (734) 282-6566	SHEEET 1 OF 1

Agreement to be executed by the person authorized to do so, as of the day and year first above written.

CITY OF TAYLOR

By: Rick Sollars
Its: Mayor

By: Cynthia A Bower
Its: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this 13 day of August, 2020, before me personally appeared, Mayor and Clerk, of the City of Taylor, known to me to be the same persons described herein and who executed the within instrument, and who have acknowledged the same to be their free act and deed.

Adam Sutyak, Notary Public
Wayne County, Michigan.
My Commission Expires: November 19, 2025
Acting in Wayne County, Michigan.

CITY OF ROMULUS

____
By: Leroy Burcroff
Its: Mayor

____
By: Ellen Craig-Bragg
Its: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this_______day of _______________, 2019, before me personally appeared, Leroy Burcroff, Mayor, and Ellen Craig-Bragg, City Clerk, known to me to be the same persons described herein and who executed the within instrument, and who have acknowledged the same to be their free act and deed.

____
_________________________, Notary Public
__________________County, Michigan.
My Commission Expires: ______________
Acting in___________County, Michigan.

____
Northline Investments, LLC

STATE OF MICHIGAN)
) ss.

On this________day of_________________, 2019, before me personally appeared, ________________on behalf of Northline Investments, LCC, known to me to be the same persons described herein and who executed the within instrument, and who have acknowledged the same to be their free act and deed.

____
_________________________, Notary Public
__________________County, Michigan.
My Commission Expires: ______________
Acting in___________County, Michigan.

DRAFTED BY:
Stephen J. Hitchcock, Esq.
Giarmarco, Mullins & Horton, P.C.
101 W. Big Beaver Rd., 10th Floor
Troy, MI 48084
(248) 457-7024

WHEN RECORDED RETURN TO:
City Clerk
City of Romulus
11111 Wayne Road
Romulus, MI 48174

City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **August 24, 2020**

Item No. 5E.
General Description: Agreement with Invoice Cloud

Resolution No. ___________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	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: Agreement with Invoice Cloud

DATE: 8/20/2020

I concur with the recommendation of City Treasurer, Stacy Paige, and legal counsel, and respectfully request City Council adopt a resolution authorizing the Mayor and Clerk to enter into the attached agreement with Invoice Cloud.

Motion by__________, supported by _________, to concur with the administration and authorize the Mayor and Clerk to enter into the attached agreement with Invoice Cloud.

INTEROFFICE MEMORANDUM

TO: LEROY BURCROFF, MAYOR

FROM: STACY PAIGE, CITY TREASURER

SUBJECT: AGREEMENT WITH INVOICE CLOUD

DATE: AUGUST 17, 2020

This is a request for Mayor and Clerk to enter into an agreement with Invoice Cloud.

Attached please find a copy of the questions and responses from the 4 references that Mr. Rich Plese provided.

Attached please find a copy of the Invoice Cloud Agreement for Romulus. City Attorney, Steve Hitchcock has reviewed the agreement and did recommend it for Council approval.

Please contact me with any questions or concerns that you may have.

Thank you for your consideration.

Invoice Cloud
Statement of Work
City of Romulus, MI

Overview
The Invoice Cloud (IC) suite of services (The Service) will give the City of Romulus, MI (Biller) and its customers the ability to accept online payments for invoiced and non-invoiced items. The Service will allow the City of Romulus, MI to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

Definitions:
1. Biller – Merchant / City of Romulus, MI
2. Payer – Client customer, resident, person paying a bill or invoice
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes

1. Security and Industry Compliance
Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.

a. **PCI** - Invoice Cloud will provide compliant storage of Biller's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
c. **Browser Compatibility** - Invoice Cloud supports the most current version of the industry's most common browsers.

2. Data Integration
Invoice Cloud does maintain an integration with BS&A. The integration for the City of Romulus, MI will include the functionality found in Appendix B.

3. Payer Portal
The Payer Portal is an electronic bill presentment and online payment portal where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

a. Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.
d. The Service may provide the Payer the option of making a payment via credit card (Visa, MasterCard, and Discover) or electronic check (also referred to as ACH, eCheck, EFT).

e. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
f. A Payer will have the ability to choose their payment date (also known as scheduled payments).
g. The system will accept partial, full, or overpayments as defined by the Biller.
h. The Payer will register with the Service using the authentication method designated by Biller.
i. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
j. The Payer will receive an email confirmation of payment after any payment process.
k. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.
l. Biller has the option of allowing the Payer to pay via different payment methods which include online, IVR, IC Biller Portal, Pay by Text, CloudCSRConnect and CloudPOSConnect.
m. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
n. The Service includes shopping cart functionality.
o. The Service will allow the Payer the option to elect paperless billing.
p. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.
q. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online self-service.

4. <u>Biller Portal</u>

The Biller Portal is an administrative portal where Biller staff will have access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

a. Biller can log in as the Payer on either the Biller or Payer Portal and make a payment on behalf of the Payer. There is an audit trail for who made the payment, and the source of every payment (CSR, Pay by Text, AutoPay, Web, IVR, etc.).
b. Biller will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or eCheck (ACH).
c. **Permissions** – The Biller Portal includes a table of role based permissions, determined by the Biller's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.
d. **Administrative Email Notifications** - Biller may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner. The notifications include:
    - ACH Reject Notifications
    - Batch Close Notifications
    - Daily Management Report
    - File Processing Notifications
    - Month End Billing Invoice
    - Paperless Customer Email Bounce Daily Report

- Request System Notifications (this is the ticketing system available in the Invoice Cloud payer portal).
- Status Notifications (notifications of planned outages, new features, etc.)

e. **Biller Controlled Configuration Options** – The Biller Portal includes several Biller controlled configurable options to customize the way payments and customer accounts are handled. The Biller will be able to configure for:
- allowing AutoPay and scheduled payments
- allowing customers to update their phone or mailing address through the Payer Portal
- allowing customers to pay less than, or more than the balance due based on receivable type
- updating Refund Policy description
- updating customer service phone number

5. <u>Biller Portal - Reporting</u>

Biller can access a selection of pre-configured reports. Biller can request reports for daily, monthly, or date range activity. Most reports can be exported to Excel files or scheduled for download as a custom report, as indicated by asterisk (*) in the report name. All stored payment data is truncated, and this is reflected in all reports.

a. Reports:
b. Search Customers*
c. Search Invoices
d. Search Payment Transactions*
e. Monthly Summary
f. Registration Report*
g. AutoPay Report*
h. Paperless Report*
i. Data Synchronization History
j. EFT/ACH Rejects*
k. View Scheduled Payments*
l. Invoice File History
m. Import Errors
n. Daily Payments Received*
o. Total Outstanding Invoices
p. Email Notification Summary
q. Email Statistics
r. Email Tracking
s. Bounced Email Report
   - Email Statistics
   - Email Tracking
   - Bounced Email Report

6. <u>Payer Email Notifications</u>

Invoice Cloud provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletters or bill inserts, and/or variable fields selected from the Biller's data file.

a. Three (3) email notifications can be scheduled. The first notification is based on the number of days from the invoice due date. Second and third notifications will only be sent to Payers with an outstanding balance, a scheduled payment, or Payers who have signed up for AutoPay.
b. At the discretion of Biller, Payer email notifications can be delivered for each of the following events.

- First Invoice Email Notification
- Second Invoice Email Notification
- Third Invoice Email Notification
- Payment Transaction Receipt
- Declined AutoPay Transaction
- Late Fee Email Notification (if configured)
- Declined Scheduled Payment Notification
- Registered Customer Welcome Email
- AutoPay Registration Notification
- Paperless Registration Notification
- ACH Reject/Chargeback Notices (with reason codes and descriptors)
- Credit Card Expiration Notification
- Scheduled Payment Confirmation
- AutoPay Reminder Notification
- FlexPay Confirmation Notification
- Scheduled Payment Reminder
- Paperless Off Confirmation
- Online Bank Direct Payment Receipt
- Check 21 Payment Receipt
- Linked Accounts First Notice Notification
- Linked Accounts Second Notice Notification
- Linked Accounts Third Notice Notification
- AutoPay Off Confirmation
- Conveyed Customer Notification
- Multiple Registered Customers Welcome Email
- Recurring Scheduled Payment Confirmation
- Recurring Scheduled Payment Canceled

7. <u>Business Rules</u>

The Invoice Cloud solution is designed for flexibility for customers and Billers. There are many rules currently available and we will also undertake the creation of new business rules as we both agree. Each bill type operates independently and can accept different payment types as well as other business rules. At Biller's option, multiple business rules can be applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:

a. Ability to allow partial payments, over payments, full balance only, or late fees.
b. Ability to allow payments beyond the due date - The Service is designed to accommodate biller specific business rules like allowing payments beyond their due date.
c. Ability to allow for multiple payment types for one customer for the same bill - The Service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and eCheck (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.

8. **Implementation Process**

Invoice Cloud assigns an Implementations Manager (IM) to each Biller. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, Invoice Cloud, and any sub-contractors. The IM will provide the Biller with the following documents to facilitate the project:

a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
b. **Project Timeline** – Details project schedule and milestones.
c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

9. **Support & Training**

a. **Business Hours** – The business hours will be Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time. Note: Biller Support hours are 8 a.m. to 8 p.m. EST. Payer Support hours are currently 8 a.m. to 4 p.m. EST.
b. **Help Desk -** The Service will provide a helpdesk ticketing system for Biller within the Biller Portal to get help from Invoice Cloud client support team. This tool will allow Biller to track and retain resolutions for historical reference.
c. **Payer Support** – The Payer Support is two tiered with Biller staff as the first line of support regarding account, registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Biller helpdesk ticket.
d. **Biller Support** - If Biller encounters an inquiry which they cannot resolve, Biller will create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and, if applicable, provide training to Biller to allow the address of tickets in a timely matter; often within twenty-four (24) business hours. Biller and technical support are available during business hours.
   i. **Routine Technical Support** - Technical Support is available during business hours. Biller may call customer support directly; however, the use of the helpdesk ticketing system is encouraged as the preferred method of contact. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.
   ii. **Emergency After-Hours Support** – The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer payment issues. Biller may request email notification be provided in the event the system is down and inoperable.
e. **Service Enhancements** - Most enhancements do not require action on the part of Biller. Upgrades as agreed are done at the Invoice Cloud server level, so there are no mandatory actions for Biller to take. Support levels are not affected by enhancements.
f. **Biller Training**- Biller staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.
   - All standard training will be done remotely. Invoice Cloud's training personnel will provide sessions for both Payer and Biller portals for Biller's staff.
   - Separate training is conducted for Biller's technical staff regarding the uploading of bill files and any other applicable processes.
   - Ongoing phone and Go-To-Meeting training will be provided during the first *month of use at no additional cost to Biller.*

10. **Marketing**

Invoice Cloud provides marketing support that our Billers can use to promote the EBPP and IC payment solutions to its Payers, at no charge. Invoice Cloud's marketing group will schedule a 1-hour conference call to review Invoice Cloud's recommended best practices for promoting the service. Sample templates will be provided for each item and customizations can be made upon request. The marketing collateral that Invoice Cloud provides may include:

- Bill Inserts
- Newsletters
- Envelope Teasers
- Pay Button Link
- Posters with Acrylic Stands for Payment Counters
- Business card sized take-away cards with QR code
- Local cable/TV station announcement

11. **CloudIVRConnect™**
The IC CloudIVRConnect allows Billers to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). The following options are available:
    - Provides for a toll-free call and a caller ID number set by the Biller
    - Supports messaging in both English and Spanish
    - Provides for a customizable initial greeting (includes City/County/Company name) – all remaining prompts are standard
    - Ability to pay with credit card (Visa, MasterCard, Discover), debit card, or eCheck (ACH)
    - Replays information with Invoice Cloud generated confirmation #

12. **CloudSMSConnect™**
The IC CloudSMSConnect allows Billers to accept payments via SMS text messaging. The following options are available:
    - Provides interactive registration and service sign-up confirmation
    - Sends notification when new bills are available for payment
    - Ability to pay with credit card (Visa, MasterCard, Discover), debit card, or eCheck (ACH)
    - Allows for payment utilizing a stored-payment method

13. **CloudStore™**
The IC CloudStore allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:
    - Accept electronic check and or credit/debit cards.
    - Customer receives immediate email confirmation of payment.
    - Department receives email notification of purchase event for instant fulfillment of services.
    - Ability to apply convenience fees, if required.
    - Reporting by service type.
    - Linked to Biller branded payment portal.
    - Each service type can have its own online registration form.
    - Can be setup to accept payments over the counter.

14. **Online Bank Direct™**
The IC Online Bank Direct (OBD) allows Billers to electronically import eCheck (ACH) payments initiated from consumer bank bill sites. The following options are available:
    - Auto-matching of payments with open invoices
    - Email consumer a payment notification for those customers with an email address on file
    - Ability to apply a single payment to multiple invoices

- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding echecks

This SOW contains many products, services and payment methods. Only the specific products, services and payment methods selected by the City of Romulus, MI, as outlined in the Biller Order Form, are included in the delivery of products, services and payment methods.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

City of Romulus, MI	**Invoice Cloud, Inc.**
By: ____	By: ____
Printed Name: Leroy Burcroff	Printed Name: Robert Lapides
Title: Mayor	Title: President, Government, Utilities Business Services
Date: ____	Date: ______________________________________
By: ____	
Printed Name: Ellen Craig-Bragg	
Title: City Clerk	
Date: ____	

Appendix A: System Modifications

As outlined below, Invoice Cloud has agreed to make the following changes to the setup and functionality of our platform:

NONE

Appendix B: Integration Supported Features

Modules & Features	BS&A	
PRODUCTS		
Invoice Types	#42 – Utility; #7 – Tax – Summer; #8 – Tax – Winter	
EBPP	Supported	
Cloud IVR Connect	Supported	
Pay by Text	Supported	
Cloud POS Connect	Not Supported	
Cloud CSR Connect	Not Supported	
KIOSK	Not Supported	
Pay Near Me	Supported	
DATA EXCHANGE	**Method**	**Frequency**
Invoices	Invoice Cloud FTP	Each billing cycle
Payments	Lockbox/Payment File	Daily
AutoPay Flags	IC Change Log File	Daily
Paperless Flags	IC Change Log File	Daily
Account Balances	Adjustment/Balance File - FTP	Daily
Block Payment Method (Credit/ACH)	Manually within Biller Portal	As needed
INVOICE FILES		
IC Translates file	Supported	
Historical Data (2 years shown online)	Supported	
BILL PRESENTMENT		
PDF Extraction (Partial/Full)	Supported	
Templates	Supported	
Link to PDFs	Supported	
BATCH CLOSE		
Standard or Custom	Standard	
CUSTOM OPTIONS		
Single Sign-on	Not Supported	
Branded Biller Portal	Supported	
Branded Payer Portal	Supported	

Appendix C: Biller Deliverables

Deliverable
Sample Invoice File (BIF)
Sample Adjustment/Balance File (BAF)
Sample Payment/Lockbox file
Sample Images of Bills
AutoPay Conversion data, if applicable
Paperless conversion data, if applicable

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will sign all third party applications and agreements required for the Service including without limitation payment and credit card processing agreements and merchant agreements. For invoice types listed on the Order Form (e.g. real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions for each electronic payment type selected in the Biller Order Form throughout the term of this Agreement.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at http://www.invoicecloud.com/privacy.html. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud reserves the right to remove and/or discard Customer Data with 30 days notice except as prohibited by applicable law or in the event of exigent circumstances which makes prior notice impracticable, and in which case, notice will be provided promptly thereafter.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers considers confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as required to perform the Services under this Agreement or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, customer and/or prospective customer information, product features and plans, marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

5. Billing and Renewal. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are non-cancellable and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify any pricing with respect to fees owed by the Biller upon thirty days written notice to Biller based on increases incurred by Invoice Cloud on fees, assessments, and the like from credit card processers, bank card issuers, payment associations, ACH and check processers.

6. Term and Termination. The initial term of this Agreement shall commence of the execution date of the Biller Order Form and continue for a period of three (3) years after the date that the first transactions are processed through the Service (**"Initial Term"**) and will automatically renew for each of additional successive three (3) year terms ("**Renewal Term**") unless terminated as set forth herein. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. For example, any unauthorized use of the Invoice Cloud Technology or Service by Biller, or its authorized users will be deemed a material breach of this Agreement. Upon any early termination of this Agreement by Invoice Cloud as a result of the breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise bill Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Order Form under normal use and circumstances and that. Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided that the Biller shall maintain immediately accessible backups of the Customer Data. In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty EXCEPT AS PROVIDED IN SECTION 7, THE SERVICES AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT DELAY IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"),during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/ cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law

10. Indemnification. Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out**:** (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data**;** or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees.

Invoice Cloud will not charge fees related to the initial setup, initial implementation and personalization of its standard Service unless a fee is included in the Biller Order Form. Invoice Cloud will charge the Biller or payer fees as provided in the Biller Order Form. In addition, Invoice Cloud reserves the right to charge for changes to the setup, implementation or personalization performed after the completion of initial setup or implementation and any other requested work or changes including the following services, at its then standard rates:

- new file/biller set up
- template changes
- custom reports and other custom development
- new bill printer support
- invoice file format changes resulting in revision of integration/data translation
- re-implementation of a site/system and/or new billing system
- payment file revisions
- loading pdfs and importing/loading invoices
- conversion of biller customer registrations/passwords (post initial implementation)
- balance forward of invoices
- other out of scope services

12. Limitation of Liability. INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

13. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

14. Notice. Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form, or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184 Attention: Client Services. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the term of the Agreement, at its own cost, the following coverages:

a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million ($1,000,000) each occurrence and Two Million ($2,000,000) general aggregate.

b. Umbrella Liability Insurance with minimum combined single limits of Five Million ($5,000,000) each occurrence and Five Million ($5,000,000) general aggregate.

c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million ($1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.

d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars ($1,000,000) per claim and in the aggregate.

17. Immigration Laws. For Services performed within the United States, Invoice Cloud will assign only personnel who are either citizens of the United States or legally eligible to work in the United States. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. Beta Products. In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED $10.

19. General. With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than aBiller Order, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19 shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the edition of the Service that Biller is using.

Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/termsandconditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

Paige, Stacy Rich Plese provided the references below.

From: Rich Plese <rplese@invoicecloud.com>
Sent: Wednesday, August 12, 2020 12:11 PM
To: Paige, Stacy
Subject: Invoice Cloud References

Hi Stacy,

Thank you for inviting me to present to the City of Romulus City Council. I feel that it went well and everyone enjoyed the enhancements the Invoice Cloud platform will bring to the City and its residents.

I have provided 4 Invoice Cloud references below along with a little background on each.

1. City of Madison Heights, MI – Linda Kunath, Finance Director/Treasurer, lindakunath@madison-heights.org, 248-837-2639 – the City of Madison Heights also used G2G from Oakland County before they switched to Invoice Cloud.
2. City of Monroe, MI – Ed Sell, Finance Director, Edward.sell@monroemi.gov, 734-384-9133 – we are currently working with Ed on a case study that we can share with other prospective BS&A accounts. The City of Monroe has seen very good growth in both online payments and paperless enrollments since going live with Invoice Cloud at the end of last year. The City of Monroe is using Invoice Cloud for invoice types other than utility and tax, too, such as permits, licenses, etc.
3. City of Southfield, MI – Allyson Bettis, Deputy Treasurer, abettis@cityofsouthfield.com, 248-796-5221 – the City of Southfield recently went live with Invoice Cloud for tax only. (They don't use BS&A for utility billing). I thought Allyson would be good to call since she recently went through the Invoice Cloud implementation process.
4. City of Ann Arbor, MI – Michael Pettigrew, Deputy Treasurer, mpettigrew@a2gov.org, 734-794-6543 – we process utility payments only at the City of Ann Arbor and they do not use BS&A for generating water bills. We have been working on getting their tax payments over to Invoice Cloud but it has been a long process. They are a large account so I thought I would provide them if you wanted to call.

Please let me know if you have any questions or if any comments were raised at the Council meeting after I left.

Thank you!

Rich

Rich Plese
Upper Midwest Regional Director
rplese@invoicecloud.com
P 781-353-3702
M 847-337-8071
InvoiceCloud

Paige, Stacy Email that I sent to all 4 references.

From: Paige, Stacy
Sent: Thursday, August 13, 2020 11:00 AM
To: 'abettis@cityofsouthfield.com'
Subject: Invoice Cloud

I am interested in working with Invoice Cloud as our provider for payment choices to our customers. You were listed as a reference. I have provided some questions and I would appreciate any feedback that you may have regarding Invoice Cloud.

1. How long have you been using Invoice Cloud?
2. What feedback have you received from your customers?
3. What do you like most about Invoice Cloud?
4. What would you like to see change about Invoice Cloud?
5. How was the Invoice Cloud implementation process?
6. Can you tell me about Invoice Cloud customer service?
7. Are you satisfied with Invoice Cloud?

Thank you for your time. I appreciate and look forward to your answers and comments.
Have a great day!

Stacy Paige, CPFA, ACPFIM, MICPT
Treasurer, City of Romulus
11111 Wayne Rd.
Romulus, MI 48174
734-942-7580
spaige@romulusgov.com

Paige, Stacy Responses to questions I emaild

From: Bettis, Allyson <abettis@cityofsouthfield.com>
Sent: ~~Friday~~, August 14, 2020 9:07 AM
To: Paige, Stacy
Subject: RE: Invoice Cloud

Hi Stacy,
See my responses below. Hope this helps. Let me know if you have other questions.

Allyson M. Bettis
Deputy Treasurer, City of Southfield
26000 Evergreen Road, P.O. Box 2055
Southfield, MI 48037-2055
(248) 796-5221 Fax (248) 796-5215
abettis@cityofsouthfield.com
www.cityofsouthfield.com
Stay Connected:

From: Paige, Stacy [mailto:spaige@romulusgov.com]
Sent: Thursday, August 13, 2020 11:00 AM
To: Bettis, Allyson <abettis@cityofsouthfield.com>
Subject: [EXTERNAL] Invoice Cloud

Good Morning Allyson -

I am interested in working with Invoice Cloud as our provider for payment choices to our customers. You were listed as a reference. I have provided some questions and I would appreciate any feedback that you may have regarding Invoice Cloud.

1. How long have you been using Invoice Cloud? We just went live June 1st.
2. What feedback have you received from your customers? Mostly positive. We are getting a lot of use. Some like the registration feature so that they get reminders. A few were used to our old vendor, Official Payments, and didn't appreciate the change.
3. What do you like most about Invoice Cloud? I like the various features customers can use to pay. I also like the registration features. Their customer support is very responsive.
4. What would you like to see change about Invoice Cloud? Their reporting features are basic. Most reports are custom, and exported into a raw Excel spreadsheet.
5. How was the Invoice Cloud implementation process? There was lot of paperwork, but the implementation manager I work with was excellent and made it easy. A lot of the information and training is online and accessible in your own time.
6. Can you tell me about Invoice Cloud customer service? So far, very good. Available by phone, email/support ticket. Extended hours.
7. Are you satisfied with Invoice Cloud? Yes

Thank you for your time. I appreciate and look forward to your answers and comments.
Have a great day!

Stacy Paige, CPFA, ACPFIM, MICPT
Treasurer, City of Romulus
11111 Wayne Rd.
Romulus, MI 48174
734-942-7580
spaige@romulusgov.com

Paige, Stacy

From:	Linda Kunath <LindaKunath@Madison-Heights.org>
Sent:	Thursday, August 13, 2020 11:59 AM
To:	Paige, Stacy
Subject:	RE: Invoice Cloud

Hi Stacy, please responses below each question and contact me with any other questions. We have been pleased with the flexibility and options for our customers. Good luck with decision. Linda

Linda A. Kunath
Finance Director/Treasurer

City of Madison Heights
300 W. Thirteen Mile Road
Madison Heights, MI 48071
LindaKunath@Madison-Heights.org
Direct: 248-837-2639
Main: 248-588-1200 x2639

From: Paige, Stacy [mailto:spaige@romulusgov.com]
Sent: Thursday, August 13, 2020 10:58 AM
To: Linda Kunath
Subject: Invoice Cloud

Good Morning Linda -

I am interested in working with Invoice Cloud as our provider for payment choices to our customers. You were listed as a reference. I am currently using G2G. I really like the small percentage the City receives back from them, but the pricing to our customers is high.
I have provided some questions and I would appreciate any feedback that you may have regarding Invoice Cloud.

1. How long have you been using Invoice Cloud?
   Implemented IC July 1, 2019
2. What feedback have you received from your customers?
   Typical customer calls are about how to set up auto-pay or confirm auto-pay was set up properly. Customers like the pay by phone option.
3. What do you like most about Invoice Cloud?
   Customer service, quick response; coordination with BS&A utility billing is very helpful
4. What would you like to see change about Invoice Cloud?
   Daily reporting is not as flexible with details as we would like; however customer service is prompt with response when there are questions.
5. How was the Invoice Cloud implementation process?
   Very hands on with implementation, had dedicated coordinated through the first 3 months (tax bills & each UB billing cycle) and available after for calls/questions as well
6. Can you tell me about Invoice Cloud customer service?

We find BS&A customer service to be very responsive and helpful, IC is the same level of service and BS&A and IC coordinate well with each other.

7. Are you satisfied with Invoice Cloud?
   Yes, we are very satisfied with IC

Thank you for your time. I appreciate and look forward to your answers and comments.
Have a great day!

Stacy Paige, CPFA, ACPFIM, MICPT
Treasurer, City of Romulus
11111 Wayne Rd.
Romulus, MI 48174
734-942-7580
spaige@romulusgov.com

Paige, Stacy

From: Edward Sell <edward.sell@monroemi.gov>
Sent: Thursday, August 13, 2020 11:31 AM
To: Paige, Stacy
Cc: Michelle LaVoy
Subject: Re: Invoice Cloud

Michelle, see question 2 and feel free to comment on anything else.

1. How long have you been using Invoice Cloud? Since November 2019.

2. What feedback have you received from your customers? Probably a better question for our Treasurer's office. I've only received a couple of comments that the service is easy to use. Copying Michelle LaVoy for a comment here.
3. What do you like most about Invoice Cloud? The ability to accept an on line payment for any of our BS&A invoices. Also, the Cloud store feature that allows accepting payments for non-invoiced items.

4. What would you like to see change about Invoice Cloud? Some customers have had a difficult time finding their accounts through the portal set up by Invoice Cloud. Some of our website links take you to the BS&A Online services site for that reason. Could be a user issue, and I don't know what the change would be, but that's the main issue I've seen from a customer's stand point.
5. How was the Invoice Cloud implementation process? It was good. A good portion of the learning is listening to video presentations on your own time. It would have been better to have a presenter taking us through it that we could have answered questions of.
6. Can you tell me about Invoice Cloud customer service? They seem good and responsive to me.
7. Are you satisfied with Invoice Cloud? Overall, yes. Our on line payments have definitely increased with Invoice Cloud.

On Thu, Aug 13, 2020 at 10:58 AM Paige, Stacy <spaige@romulusgov.com> wrote:

Good Morning Ed -

I am interested in working with Invoice Cloud as our provider for payment choices to our customers. You were listed as a reference. I have provided some questions and I would appreciate any feedback that you may have regarding Invoice Cloud.

1. How long have you been using Invoice Cloud?

2. What feedback have you received from your customers?

3. What do you like most about Invoice Cloud?

4. What would you like to see change about Invoice Cloud?

5. How was the Invoice Cloud implementation process?

6. Can you tell me about Invoice Cloud customer service?

7. Are you satisfied with Invoice Cloud?

Thank you for your time. I appreciate and look forward to your answers and comments.

Have a great day!

Stacy Paige, CPFA, ACPFIM, MICPT

Treasurer, City of Romulus

11111 Wayne Rd.

Romulus, MI 48174

734-942-7580

spaige@romulusgov.com

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Edward J. Sell Jr.
Assistant City Manager/Finance Director at the City of Monroe

Address 120 East First St. Monroe MI 48161
Direct 734-384-
9133 **Phone** 734.243.0700 **Email** edward.sell@monroemi.gov **Website** monroemi.gov

Download Our App - MyMonroe On The Go

Continued Page 2

Paige, Stacy

From: Michelle LaVoy <michelle.lavoy@monroemi.gov>
Sent: Thursday, August 13, 2020 11:59 AM
To: Edward Sell
Cc: Paige, Stacy
Subject: Re: Invoice Cloud

Hi, Feedback from customers is about the same and relates to Question 4 about what I would change. Basically customers seem to be happy with the system except for the times that they can't find the info that they are looking for. This seems to happen with taxes especially taxes

On Thu, Aug 13, 2020 at 11:31 AM Edward Sell <edward.sell@monroemi.gov> wrote:

Michelle, see question 2 and feel free to comment on anything else.

1. How long have you been using Invoice Cloud? Since November 2019.

2. What feedback have you received from your customers? Probably a better question for our Treasurer's office. I've only received a couple of comments that the service is easy to use. Copying Michelle LaVoy for a comment here.
3. What do you like most about Invoice Cloud? The ability to accept an on line payment for any of our BS&A invoices. Also, the Cloud store feature that allows accepting payments for non-invoiced items.

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7. Are you satisfied with Invoice Cloud? Overall, yes. Our on line payments have definitely increased with Invoice Cloud.

On Thu, Aug 13, 2020 at 10:58 AM Paige, Stacy <spaige@romulusgov.com> wrote:

Good Morning Ed -

I am interested in working with Invoice Cloud as our provider for payment choices to our customers. You were listed as a reference. I have provided some questions and I would appreciate any feedback that you may have regarding Invoice Cloud.

1. How long have you been using Invoice Cloud?
2. What feedback have you received from your customers?
3. What do you like most about Invoice Cloud?
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5. How was the Invoice Cloud implementation process?
6. Can you tell me about Invoice Cloud customer service?
7. Are you satisfied with Invoice Cloud?

Thank you for your time. I appreciate and look forward to your answers and comments.

Have a great day!

Stacy Paige, CPFA, ACPFIM, MICPT

Treasurer, City of Romulus

11111 Wayne Rd.

Romulus, MI 48174

734-942-7580

spaige@romulusgov.com

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Edward J. Sell Jr.
Assistant City Manager/Finance Director at the City of Monroe

Address 120 East First St. Monroe MI 48161
Direct 734-384-
9133 **Phone** 734.243.0700 **Email** edward.sell@monroemi.gov **Website** monroemi.gov

Paige, Stacy

From: Pettigrew, Michael <MPettigrew@a2gov.org>
Sent: Saturday, August 15, 2020 12:11 PM
To: Paige, Stacy
Subject: Re: Invoice Cloud

Good Afternoon!

I hope you are doing well during these crazy days.

We have been using invoice cloud for about four years Live music invoice cloud for about four years. We use it exclusively for our utility billing customers. We have received a lot of positive feedback as it integrates completely with our utility billing system. This has greatly increased the functionality of our customer portal. What I like most about invoice cloud is the real time integration with our utility billing system. Payments made online can be reflected in the near real time in our software. I'm not sure I can suggest any changes they should make it this time. They've been very receptive of changes we requested and followed through on their implementation. Overall, I would say they were satisfied with invoice cloud.

Michael J. Pettigrew, ACPFA, ACPFIM, MiCPT | City Treasurer, City of Ann Arbor | Guy C. Larcom City Hall | 301 E. Huron, 1st Floor · Ann Arbor · MI · 48104 734.794.6543 (O) | Internal Extension 45401 mpettigrew@a2gov.org| www.a2gov.org

Sent from my iPad

On Aug 13, 2020, at 11:05 AM, Paige, Stacy <spaige@romulusgov.com> wrote:

Good Morning Michael -

Hi Michael, I hope all is well. I am interested in working with Invoice Cloud as our provider for payment choices to our customers. You were listed as a reference. I have provided some questions and I would appreciate any feedback that you may have regarding Invoice Cloud.

1. How long have you been using Invoice Cloud?
2. What feedback have you received from your customers?
3. What do you like most about Invoice Cloud?
4. What would you like to see change about Invoice Cloud?
5. How was the Invoice Cloud implementation process?
6. Can you tell me about Invoice Cloud customer service?
7. Are you satisfied with Invoice Cloud?

Thank you for your time. I appreciate and look forward to your answers and comments.
Have a great day!

City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **August 24, 2020**

Item No. 5F.

General Description: Introduction of Budget Amendment 20/21-5

Resolution No. ___________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	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 20/21-5

DATE: August 18, 2020

I am hereby requesting introduction of Budget Amendment 20/21-5 to complete the M-Park project in the 20/21 budget year that wasn't completed in 19/20 due to COVID-19.

Motion by____________________, supported by ____________________ to concur with the administration and introduce budget amendment 20/21-5 to complete the M-Park project in the 20/21 budget year that wasn't completed in 19/20 due to COVID-19.

MEMORANDUM

TO: Mayor LeRoy D. Burcroff

FROM: Finance Department

DATE: August 17, 2020

SUBJECT: Budget Amendment 20/21 - 5

FUND/DEPT. ACCOUNT NO.	ACCOUNT NAME	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET
GENERAL				
Revenue				
101-751-589.000	M-Parks Grant	-	14,400.00	14,400.00
Expense				
101-751-970.751	Capital Outlay-Rec Grants (Local)	-	14,400.00	14,400.00

To Complete the M-Park project in the 20/21 budget year that wasn't completed in 19/20 due to COVID-19.

U:\Budget\Amendments\FY21\BA 20-21.5 M-Park project completion

INTEROFFICE MEMORANDUM

TO: Mayor LeRoy D. Burcroff

FROM: Tanya Cofield, Recreation Department Coordinator
Community Services Department

SUBJECT: Request Budget amendment for mParks Building Healthy Places grant.

DATE: August 17, 2020

The Recreation Department has received a Building Healthy Places grant for project year 2019/20. The project was to start in March of 2020, but due to COVID-19, the project has not been completed. This has no effect on the General Fund's balance. All purchase orders have to be entered before August 31st and submitted in order for reimbursement. We would like to request a budget amendment to transfer funds into the 20/21 budget.

Should you concur, I respectfully request you forward this document to City Council for approval on August 24, 2020.

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

C Julie Wojtylko, Chief of Staff

Jazmine Danci, Community Development/Services Director

20/21

BUDGET AMENDMENT FORM

INCREASE		INCREASE	
Account Number /Name	Amount	Account Number /Name	Amount
101-751-589.000 M-Parks Grant	$ 14,400	101-751-970.751 Capital Outlay-Rec Grants (Local)	$ 14,400
TOTAL	**$ 14,400**	**TOTAL**	**$ 14,400**

PURPOSE:

To complete the M-Park project in the 20/21 budget year that wasn't completed in 19/20 due to COVID-19

This has no effect on the General Fund's fund balance

DATE: 8/14/2020

Department Head Signature: Tanya M. Cofield

Mayor's Authorization: LeRoy D Burcroff/M

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

City of Romulus

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

Council Meeting Held: **August 24, 2020**

Item No. 6A.

General Description: Second Reading and Final Adoptoin of Budget Amendment 20/21-3

Resolution No. __________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

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Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	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: August 24, 2020

Re: Second Reading and Final Adoption of Budget Amendment 20/21-3

For second reading and final adoption is Budget Amendment 20/21-3 to cover the cost of the purchases of a CLEMIS compatible Biometric Fingerprint computer which was approved under Resolution # 18-210 on June 11, 2018.

The budget amendment was introduced at the August 10, 2020 Council meeting.

BUDGET AMENDMENT FORM

INCREASE		DECREASE	
Account Number /Name	Amount	Account Number /Name	Amount
268-301-851.000 State Narcotics Forf. Capital Outlay	$ 12,000	268-000-390.000 State Narcotics Fund Balance	$ 12,000
TOTAL	**$ 12,000**	**TOTAL**	**$ 12,000**

PURPOSE: Move funds from the State Narcotics Fund Balance Acc# 268-000-390.000 to State Narcotics Forf. Capital Outlay Acc# 268-000-390.000, for the purchase of a CLEMIS Compatable Biometric Fingerprint computer which was approved under resolution #18-210 on June 11, 2018.

DATE: 7/31/2020

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 – Ellen L. Craig-Bragg, Clerk

Council Meeting Held: **August 24, 2020**

Item No. 6B.

General Description: Second Reading and Final Adoption of Budget Amendment 20/21-4

Resolution No. ___________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

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Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	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: August 24, 2020

Re: Second Reading and Final Adoption of Budget Amendment 20/21-4

For second reading and final adoption is Budget Amendment 20/21-4 to cover the cost associated with Farms Sub Lift Station – rebuilding of pump and replacement of the circuit board running alternate pump.

The budget amendment was introduced at the August 10, 2020 Council meeting.

BUDGET AMENDMENT FORM

INCREASE		DECREASE	
Account Number /Name	Amount	Account Number /Name	Amount
101-445-934.401 Farms1	$ 15,500	101-000-390.000	$ 15,500
Total	$ 15,500		$ 15,500

PURPOSE:

To cover costs associated with Farms Sub Lift Station- rebuilding of pump and replacement of the circuit board running alternate pump.

DATE: 8/4/2020

Department Head Signature:

Mayor's Authorization:

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

City of Romulus

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

Council Meeting Held: **August 24, 2020**

Item No. 6C.

General Description: Resolution to Adopt Opinion of the Corporation Counsel that Ballot Initiative regarding Medical Marihuana Facilities and Recreational Marihuana Establishments is Illegal in form.

Resolution No. ___________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

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Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	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: August 24, 2020

Re: Resolution to Adopt Opinion of corporation Counsel – Ballot Initiative regarding Medical and Recreational Marihuana Establishments and Facilities Illegal in form.

On August 20, 2020, a Special Meeting - Closed Session was held to discuss Attorney Opinion. During the open session portion of the meeting the following action was taken by Council:

Motion by Councilwoman Roscoe and Seconded by Councilman Wadsworth to place the following resolution on the August 24, 2020 Regular Council Meeting Agenda.

A Resolution to adopt the opinion of the Corporation Counsel that the Ballot Initiative regarding Medical Marihuana Facilities and Recreational Marihuana Establishments is Illegal in form.

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

RESOLUTION NO. ____

CITY OF ROMULUS
WAYNE COUNTY, MICHIGAN

A RESOLUTION TO ADOPT THE OPINION OF THE CORPORATION COUNSEL THAT THE BALLOT INITIATIVE REGARDING MEDICAL MARIHUANA FACILITIES AND RECREATIONAL MARIHUANA ESTABLISHMENTS IS ILLEGAL IN FORM

Present: ____

Absent: ____

AT A REGULAR meeting of the City Council of the City of Romulus, Michigan, held at Romulus City Hall on Monday, August 24, 2020, at 7:30 p.m., the following resolution was offered by ____________________, and supported by ____________________.

WHEREAS an Initiative Petition for Adoption of an Ordinance For Medical Marihuana Facilities and Recreational Marihuana Establishments, within the City was submitted to the City Clerk on July 28, 2020 that would permit a number of Medical Marihuana Facilities and Recreational Marihuana Establishments, to be licensed within the City of Romulus; and

WHEREAS, Pursuant to City Charter Section 7.8(b), the Corporation Counsel has reviewed the petition, including the form and purpose of the ordinance attached thereto, to determine its legality in form or otherwise; and

WHEREAS, the Corporation Counsel has determined that the petition is illegal in form and lacks legal standing for reasons including:

1. This Petition should have been two separate petitions because only one issue is permitted in an initiative petition.
2. The Michigan Regulation and Taxation of Marihuana Act and the City Charter do not authorize initiative petitions where Council has approved a resolution prohibiting Medical Marihuana Facilities and by ordinance prohibited Recreational Marihuana Establishments.
3. If the Michigan Regulation and Taxation of Marihuana Act and City Charter do allow petitions that are in conflict with an in-force ordinance prohibiting Medical Marihuana Facilities and Recreational Marihuana Establishments, the Petition must be in a form of a proposed referendum which repeals existing contradictory provisions of the City of Romulus Code

NOW THEREFORE, BE IT RESOLVED that the Romulus City Council adopts the determination of the Corporation Counsel that the referenced Petition is illegal in form, and further directs the City Clerk to return said petition immediately to the person designated as to filing it, without prejudice to filing a new petition for the same purpose and to include a copy of this Resolution therewith.

RESOLUTION DECLARED ADOPTED.

Adopted: August 24, 2020

Roll Call Vote: Ayes: ______________________________

Nays: ______________________________

I, Ellen Craig-Bragg, Clerk for the City of Romulus, do hereby certify the foregoing to be a true copy of a resolution duly adopted by Romulus City Council at their meeting held on August 24, 2020.

____
Ellen Craig-Bragg
City Clerk

City of Romulus

Treasurer's Report

Council Meeting Held: **August 24, 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: **August 24, 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: **August 24, 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: **August 24, 2020**
Item No. 10.

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: **August 24, 2020**

Item No. 11A.

General Description: Approval of Warrant #:20-16 for Checks presented in the amount of $1,864,343.40.

Resolution No. ___________________

Moved by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Seconded by:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

Ayes:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Nays:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
Abstain:	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED UNANIMOUSLY   MOTION CARRIED   MOTION FAILED

CITY OF ROMULUS
WARRANT REGISTER SUMMARY

Council Meeting Date: August 24, 2020
Warrant Number: 20-16

TOTAL WARRANT REGISTER .... **$ 1,864,343.40**

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

08/20/2020 CHECK DISBURSEMENT REPORT FOR CITY OF ROMULUS				
CHECK DATE FROM 08/07/2020 - 08/20/2020				
Fund		**Amount**		
Total for fund 101	General Fund	85,515.33		
Total for fund 202	Major Street Fund	41,059.98		
Total for fund 203	Local Street Fund	73,843.71		
Total for fund 205	Public Safety Fund	21,485.73		
Total for fund 211	Cable TV	83.87		
Total for fund 218	Merriman Rd. Spec. Assess	203.80		
Total for fund 219	Street Lighting Fund	45,176.43		
Total for fund 220	Oakwood SAD	174.27		
Total for fund 226	Garbage & Rubbish Collection Fund	675.00		
Total for fund 260	Michigan Indigent Defense Fund	875.00		
Total for fund 261	911 Service Fund	10,783.78		
Total for fund 268	Narc Forfeiture - State	611.69		
Total for fund 271	Library Fund	13,894.53		
Total for fund 295	DDA	20,958.73		
Total for fund 297	T.I.F.A. District #2	4,734.65		
Total for fund 352	2014 Capital Improvement Bonds	20,275.00		
Total for fund 401	Court Building Construction Fund	2,683.84		
Total for fund 592	Water & Sewer Fund	1,238,335.82		
Total for fund 661	Motor Vehicle	141,365.94		
Total for fund 664	Technology Services	46,291.83		
Total for fund 676	Retiree's Ins. Benefits	31,055.45		
Total for fund 701	Revolving Fund	6,887.33		
Total for fund 703	Current Tax	261.88		
Total for fund 705	Delq. Pers. Prop. Fund	18,897.81		
Total for fund 750	Payroll Fund	38,212.00		
TOTAL - ALL FUNDS		1,864,343.40		

Check Date	Check	Vendor Name	Description	Amount
Bank POOL POOLED CASH				
08/20/2020	48(S)	AUTO VALUE OF ROMULUS	CATALYTIC CONVERTOR - MISC MECHANIC PURC	5.29
			MISC MECHANIC PURCHASES - DPW	21.21
			STARTER - MISC MECHANIC PURCHASES - DPW	153.59
			CONNECTOR KIT/CONNECTOR/BLADE RV PLUG -	38.57
			HEX SET/KEY SET - MISC MECHANIC PURCHASE	19.48
			SMOOTHING HAMMER - MISC MECHANIC PURCHAS	18.59
			SUPRESSOR/COIL ON PLUG BOOT - MISC MECHA	62.56
			CREDIT FOR MISC MECHANIC PURCHASES - DPW	(96.18)
			CREDIT FOR MISC MECHANIC PURCHASES - DPW	(223.11)
				0.00
08/20/2020	406(E)	COMERICA COMM. CARD SERV.	JUNE 2020 ALL CITY CREDIT CARDS	2,356.82
08/20/2020	407(E)	TOSHIBA FINANCIAL SERVICES	LOAN PAYMENT AUGUST 2020	2,122.87
08/20/2020	408(E)	VOID		V
08/20/2020	409(E)	VARIPRO BENEFIT ADMINSTRATORS	SEPTEMBER 2020 RETIREE HEALTH	30,657.93
08/20/2020	72357	ALL SEASONS LANDSCAPING	BED REDEFINER - MISC MAINT. SUPPLIES - D	249.95
08/20/2020	72358	ALLIE BROTHERS, INC	POLICE OFFICERS NEW UNIFORMS HAT BADGES	855.00
08/20/2020	72359	ALLIE BROTHERS, INC	NEW HIRE UNIFORM FOR OFFICER CAMERON TIM	1,601.57
08/20/2020	72360	VOID		V
08/20/2020	72361	ALLIED, INC.	SHOP HOIST REPAIR HYDAULIC CYLINDER LABO	2,046.75
08/20/2020	72362	AMAZON.COM LLC	SIT-STAND DESK AND ACCESSORIES - HR	399.98
			PAINTERS/COLOR COPY - CLERK, COUNCIL OFF	149.97
			FELT TIP PENS - CLERK, COUNCIL OFFICE &	1,324.44
			SIT-STAND DESK AND ACCESSORIES - HR	24.99
			CLERK, COUNCIL OFFICE & ELECTIONS SUPPLI	171.62
			KITTEN CHOW - MISC ANIMAL SHELTER SUPPLI	52.30
			DIVIDERS - OFFICE SUPPLIES FOR FINANCE D	48.18
			DOG FOOD - MISC ANIMAL SHELTER SUPPLIES	159.92
			2020 ELECTION SUPPLIES	1,200.84
			AMAZON OFFICE SUPPLY ORDER 7/15/2020	81.84
			TONER REPLACEMENT (DPW) - AMAZON OFFICE	12.99
			AMMONIA CLEANER - MISC ANIMAL SHELTER SU	96.74
				3,723.81
08/20/2020	72363	AMAZON.COM LLC	2020 ELECTION SUPPLIES	103.49
			REPLACEMENT FILTER FOR AIR PURIFIER AND	253.64
			OFFICE SUPPLIES FOR FINANCE DEPT	55.68
			OFFICE SUPPLIES FOR FINANCE DEPT	19.99
			WEBCAM FOR ZOOM MEETINGS FOR ROBERT MCCR	59.00
			BANKER BOXS AND LAPTOP COVERS	153.75
			AMAZON OFFICE SUPPLY ORDER 7/15/2020	64.37
			2020 ELECTION SUPPLIES	19.95
				729.87
08/20/2020	72364	AMAZON.COM LLC	MISC. OFFICE SUPPLIES	149.58
			2020 ELECTION SUPPLIES	1,367.89
			OFFICE SUPPLIES	69.84
			2 LAPTOP BAGS, 2 WIRELESS MICE, 100-PK I	29.98
			2 LAPTOP BAGS, 2 WIRELESS MICE, 100-PK I	26.47
			2 LAPTOP BAGS, 2 WIRELESS MICE, 100-PK I	53.97
			PURCHASING OFFICE SUPPLIES LAPTOP CHARGE	139.96
			CLERK AND ELECTION SUPPLIES	835.89
				2,673.58
08/20/2020	72365	AMAZON.COM LLC	SELF INKING STAMP/LARGE RETURN ADDRESS -	24.48
			FLASH DRIVE - OFFICE SUPPLIES	62.36
			VACTOR 120 SUPPLIES	29.10
			RESTOCK SIGN MATERIALS FOR SIGN SHOP	17.50
			CLERK/ELECTION SUPPLIES	318.23
			PLANNING OFFICE SUPPLIES	59.00
			OFFICE SUPPLIES	27.06
			LAPTOP CHARGER CORD FOR CITY CLERK'S LAP	23.88
			LAUNDRY DETERGENT FOR ANIMAL SHELTER	88.86
			POLICE OFFICE SUPPLIES,	118.94
			RESTOCK SIGN MATERIALS FOR SIGN SHOP	79.75
				849.16
08/20/2020	72366	AMAZON.COM LLC	5 WIRELESS KEYBOARDS, OFFICE MAT	387.26

Check Date	Check	Vendor Name	Description	Amount
08/20/2020	72367	ANN SZLINIS	REIMBURSE AUGUST 2020 RETIREE HEALTH	332.33
08/20/2020	72368	APPLIED IMAGING	COPIER CHARGES FOR LIBRARY 8/1/20 - 8/31	522.77
08/20/2020	72369	ARCHIVESOCIAL, INC.	SOLE SOURCE ARCHIVE SOCIAL ANNUAL RENEWA	4,788.00
08/20/2020	72370	ASSOCIATED NEWSPAPERS OF MICHIGAN	ITB 19/20-13 RES# 19-351 19/20 INVERTED	40.57
			ITB 19/20-13 RES# 19-351 19/20 INVERTED	66.05
			ITB 19/20-13 RES# 19-351 19/20 INVERTED	41.81
			ITB 19/20-13 RES# 19-351 19/20 INVERTED	94.67
			ITB 19/20-13 RES# 19-351 19/20 INVERTED	95.33
			ITB 19/20-13 RES# 19-351 19/20 INVERTED	102.48
			ITB 19/20-13 RES# 19-351 19/20 INVERTED	49.23
			ITB 19/20-13 RES# 19-351 19/20 INVERTED	70.50
			ITB 19/20-13 RES# 19-351 19/20 INVERTED	40.57
			ITB 19/20-13 RES# 19-351 19/20 INVERTED	89.15
			ITB 19/20-13 RES# 19-351 19/20 INVERTED	91.39
			ITB 19/20-13 RES# 19-351 19/20 INVERTED	61.60
			ITB 19/20-13 RES# 19-351 19/20 INVERTED	86.50
				929.85
08/20/2020	72371	ATCHINSON FORD SALES, INC.	R-22 CHECK ENGINE LIGHT DIAGNOSIS AND TU	501.35
			FORD E150 - SUPER DUTY ALIGNMENT - MISC	99.95
			GMC SAVANA - MISC VEHICLE REPAIRS - DPW	99.95
			VALVE/WHEEL - MISC VEHICLE REPAIRS - DPW	409.48
			CHEVY SILVERADO SUPER DUTY ALIGNMENT - M	99.95
			FORD EXPLORER, TEMPERATURE CONTROLS - MI	233.43
			MISC VEHICLE REPAIRS - DPW	483.07
			FORD EXPLORER REFRIGERANT MISC VEHICLE R	142.18
			INSULATORS (2)/ HOSE - MISC VEHICLE REPA	169.35
			FLEET CREDIT	(294.24)
				1,944.47
08/20/2020	72372	AUTO VALUE OF ROMULUS	UPPER BALL JOINT/LOWER BALL JOINT - MISC	166.16
			TIRE MOUNT COMP - MISC MECHANIC PURCHASE	66.99
			FRONT HUB ASSEMBLY - MISC MECHANIC PURCH	164.89
			SUPPRESSOR/COIL ON PLUG BOOT - MISC MECH	168.84
			LOWER BALL JOINT - MISC MECHANIC PURCHAS	68.18
			TIRE/TUBE TANK - MISC MECHANIC PURCHASES	87.19
			STEERING KNUCKLE - MISC MECHANIC PURCHAS	202.79
			OUTER TIE ROD END - MISC MECHANIC PURCH	94.68
			MISC MECHANIC PURCHASES - DPW	99.99
			MISC MECHANIC PURCHASES - DPW	146.24
			KWIK CONN BLADE - MISC MECHANIC PURCHASE	46.68
			FLANGE O RING - MISC MECHANIC PURCHASES	2.27
			BRAKE CALIPER (2) - MISC MECHANIC PURCHA	275.98
			BLOWER MOTOR RESISTOR/BLOWER MOTOR ASSEM	163.38
			POWERATED BELT - MISC MECHANIC PURCHASES	34.49
			SUPRESSOR/COIL ON PLUG BOOT - MISC MECHA	168.84
			BALL JOINTS (2) - MISC MECHANIC PURCHASE	170.36
				2,127.95
08/20/2020	72373	BAKER & TAYLOR	14 BOOKS ACCOUNT # 251637 L154147 2 B000	144.81
			19 BOOKS ACCOUNT # 251637 L154147 2 B000	255.67
			14 BOOKS ACCOUNT # 251637 L154147 2 B000	204.50
				604.98
08/20/2020	72374	BRIAN STARKS	DEPOSIT REFUND AT ST. JOHN'S ON 8/9/20	25.00
08/20/2020	72375	BS & A SOFTWARE	FINANCE SYS - ANNUAL SERVICE/SUPPORT 8/1	28,730.00
08/20/2020	72376	CADILLAC ASPHALT LLC	ITB 19/20-15 2020 HMA PAVING PROGRAM BEV	54,478.37
08/20/2020	72377	CHERYL LASURE	CASE NO: 20-071	25.00
08/20/2020	72378	CLEAR RATE COMMUNICATIONS, INC.	8/21/20 - 9/20/20 ACCOUNT # 4876633	7,859.34
08/20/2020	72379	COMCAST	AUG 3 - SEPT 2, 2020 HIGHSPEED INTERNET	114.85
			AUG 10 - SEPT 9, 2020 SERVICE TO ADDT'L	10.80
			AUG 16 - SEPT 15, 2020 POLICE XFINITY TV	63.05
				188.70
08/20/2020	72380	DAVID JONES SR.	DEPOSIT REFUND FOR RENTAL AT MARY ANN BA	25.00
08/20/2020	72381	DAWN KARKOSKI	CARE OF HEDGEHOGS THROUGH 6/30/20 CASE N	250.61
			CARE OF HEDGEHOGS CASE THROUGH 7/23/20 N	157.32
				407.93

Check Date	Check	Vendor Name	Description	Amount
08/20/2020	72382	DIGITAL ALLY INC,	FVHD EXTENDED WARRANTY RENEW FOR 3RD YEA	2,709.00
08/20/2020	72383	DOWNRIVER UTILITY WASTEWATER AUTHOR	JULY 2020 EXCESS FLOW	104,704.00
			AUGUST 2020 EXCESS FLOW	104,704.00
			WASTEWATER DISPOSAL CHARGES AUGUST 2019	12,099.51
			WASTEWATER DISPOSAL CHARGES SEPTEMBER 20	14,175.17
			WASTEWATER DISPOSAL CHARGES OCTOBER 2019	7,751.97
			WASTEWATER DISPOSAL CHARGES NOVEMBER 201	6,636.96
			WASTEWATER DISPOSAL CHARGES DECEMBER 201	6,134.04
			WASTEWATER DISPOSAL CHARGES JANUARY 2020	6,194.33
			WASTEWATER DISPOSAL CHARGES FEBRUARY 202	39,843.07
			WASTEWATER DISPOSAL CHARGES MARCH 2020	195,526.44
			WASTEWATER DISPOSAL CHARGES APRIL 2020	210,329.52
			WASTEWATER DISPOSAL CHARGES MAY 2020	200,600.28
			WASTEWATER DISPOSAL CHARGES JUNE 2020	184,848.40
				1,093,547.69
08/20/2020	72384	DTE ENERGY	6061 COLUMBUS JUL 11 - AUG 10, 2020	14.00
			31558 GODDARD JUL 7 - AUG 5, 2020	70.23
			38834 HURON RIVER DR JUL 10 - AUG 7, 202	52.03
			6800 WAYNE JUL 2 - AUG 3, 2020	288.75
			10942 WAYNE JUNE 16 - JUL 15, 2020	15.67
			38205 BARTH JUL 2 - AUG 3, 2020	24.34
			15409 PINE JUL 2 - AUG 3, 2020	174.27
			12055 WAYNE JUL 7 - AUG 5, 2020	9.22
			11120 HUNT JUL 7 - AUG 5, 2020	73.31
			37230 NORTHLINE JUL 7 - AUG 5, 2020	102.45
			7506 MERRIMAN JUL 3 - AUG 4, 2020	203.80
			9755 OZGA JUL 7 - AUG 5, 2020	56.78
			11147 HUNT JUL 7 - AUG 5, 2020	133.92
			11189 SHOOK JUL 7 - AUG 5, 2020	194.30
			7219 MIDDLEBELT - JUL 3 - AUG 4, 2020	645.67
			12300 WAYNE JUL 7 - AUG 5, 2020	1,075.25
			10202 SHOOK RD JUL 7 - AUG 5, 2020	21.25
				3,155.24
08/20/2020	72385	DTE ENERGY	6241 DEXTER JUL 7 - AUG 5, 2020	32.25
			29551 GODDARD JUL 3 - AUG 4, 2020	49.18
				81.43
08/20/2020	72386	DTE ENERGY	JULY 2020 STREETLIGHTING	46,755.82
			11111 WAYNE/11121 WAYNE - JULY 2020	13,312.87
			8888 WICKHAM JULY 2020	44.07
				60,112.76
08/20/2020	72387	WEX BANK	AUGUST 2020 EXXON/MOBIL FUEL ACCOUNT # 3	13,753.40
08/20/2020	72388	FERGUSON WATERWORKS #3386	DPW INVENTORY ORDER	3,499.50
			ADDITION PARTS FOR METER REPAIR AT CLARI	405.48
				3,904.98
08/20/2020	72389	FIRST AMERICAN TITLE INSURANCE COMP	UB refund for account: 012721	178.45
08/20/2020	72390	FIRST CHOICE COFFEE SERVICES	AUGUST 2020 WATER PURIFIER AT P.D.- POLI	62.95
08/20/2020	72391	FOSTER BLUE WATER OIL, LLC	TANK RENTAL - ITB 19/20-21 2 YEAR PRICI	60.00
			TB 19/20-21 2 YEAR PRICING FOR DIESEL F	834.67
				894.67
08/20/2020	72392	FRIED SAPERSTEIN SAKWA, PC	JUNE 2020 CITY PROSECUTION SERVICES	1,788.75
			JULY 2020 CITY PROSECUTION SERVICES	4,860.00
				6,648.75
08/20/2020	72393	GALE/CENGAGE LEARNING	2 BOOKS ACCOUNT #194418 AUGUST BESTSELLE	61.58
08/20/2020	72394	GIARMARCO, MULLINS, & HORTON, PC	JULY/AUGUST 2020 ACCT# 70085.021 FINANCE	479.25
			AUGUST 2020 ACCT# 70085.020 PURCHASING	202.50
			JULY/AUGUST 2020 ACCT# 70085.005 HUMAN R	337.50
			JULY/AUGUST 2020 ACCT# 70085.011 CLERK'S	384.75
			JULY 2020 ACCT# 70085.010 BUILDING DEPAR	94.50
			JULY/AUGUST 2020 ACCT# 70085.006 POLICE	175.50

Check Date	Check	Vendor Name	Description	Amount
			JULY/AUGUST 2020 ACCT# 70085.004 GENERAL	19,541.25
			JULY/AUGUST 2020 ACCT# 70085.012 TREASUR	344.25
			JULY 2020 ACCT# 70085.013 ECONOMIC DEVEL	101.25
			JULY/AUGUST 2020 ACCT# 70085.000 DOWNRIV	344.25
			JULY/AUGUST 2020 ACCT# 70085.015 PLANNIN	567.00
			SEPTEMBER 2019 ACCT# 70085.012 TREASURER	180.25
				22,752.25
08/20/2020	72395	GMIS	GMIS MEMBERSHIP FOR 2020/2021 FISCAL YEA	200.00
08/20/2020	72396	GO SPOTLESS CLEANING LLC	7-25-20 COVID-19 WEEKLY DECONTAMINATING/	350.00
			8/1/20 COVID-19 WEEKLY DECONTAMINATING/F	350.00
				700.00
08/20/2020	72397	GRAINGER INC.	HANG/STACK BIN - MAY 2020 PURCHASES	55.14
			HAND SANITIZER - MAY 2020 PURCHASES	42.48
			SPLICE CONNECTOR - MAY 2020 PURCHASES	7.12
				104.74
08/20/2020	72398	GREAT LAKES WATER AUTHORITY	ACCT # 300-2451-S IWC CHARGES JUNE 2020	880.49
			ACCT # 300-2451-S IWC CHARGES JULY 2020	880.49
				1,760.98
08/20/2020	72399	HALLAHAN & ASSOCIATES, P.C.	PROFESSIONAL SERVICES THRU JULY 31, 2020	696.15
08/20/2020	72400	HILLARD'S GLASS, INC.	WINDSHIELD REPAIR - MISC VEHICLE WINDSHI	50.00
08/20/2020	72401	HOME DEPOT	PERENNIAL (2) - MISC SUPPLIES - DPW - AL	129.72
			EXTREME MOUNTING TAPE - MISC SUPPLIES -	7.98
			ORTHO GROUNDCLEAR - MISC SUPPLIES - DPW	87.82
			DRILLING HAMMER(2)/SWIVEL BOLT SNAP - M	91.55
			PRIME (2) MISC SUPPLIES - DPW - ALL BLDS	56.72
				373.79
08/20/2020	72402	HOWELL NATURE CENTER	FANTASTICAL BEAST (VIRTUAL) JULY 21, 202	200.00
08/20/2020	72403	HURON SOD FARMS	SOD/PALLET DEPOSIT - BUILDING & GROUNDS,	82.90
08/20/2020	72404	HYDRO CORP	JULY 2020- ITB 17/18-25 5 YR COMMERCIAL	6,822.00
			JULY 2020 - ITB 17/18-25 5 YR COMMERCIA	1,900.00
				8,722.00
08/20/2020	72405	IRON MOUNTAIN RECORDS MANAGEMENT	POLICCE RECORDS STORAGE PERIOS 8/01/2020	918.36
08/20/2020	72406	J & B MEDICAL SUPPLY CO. INC	O.B. KIT - MEDICAL SUPPLIES FOR EMS SERV	78.85
			MEDICAL SUPPLIES FOR EMS SERVICES JULY 2	330.33
				409.18
08/20/2020	72407	JAM BEST ONE TIRE & SERVICE	MAGNUM BALANCE COMPOUND - FRONT END ALI	63.80
08/20/2020	72408	JESSICA WILHOITE	TARGET GIFT CARDS FOR SUMMER READING PRO	50.00
08/20/2020	72409	JOHNSTON ENTERPRISES LLC	2500-ENV-BLDG DEPT-RETURN ADDRESS UPPER	136.00
08/20/2020	72410	JOSE CORREA	CASE NO: 20-022	25.00
08/20/2020	72411	KATHLEEN HAYNES	CASE NO: 20-22 1/7 7/7	25.00
08/20/2020	72412	KATHLEEN HAYNES	CASE NO: 20-22 1/7 7/7	25.00
08/20/2020	72413	KELLER THOMA PC	ATTORNEY PROFESSIONAL SERVICES THROUGH 7	7,200.00
08/20/2020	72414	LABRIT JACKSON	TUITION: JUNE 8 - JULY 12, 2020	2,180.00
08/20/2020	72415	LEE STEEL CORP	ESCROW REFUND LEE STEEL AT 36320 EUREKA	4,269.83
08/20/2020	72416	LIBERTY PLUMBING SUPPLY	COUPLING CLAY - WATER & SEWER MISC REPAI	29.13
08/20/2020	72417	LINDA CHOATE	OCTOBER - DECEMBER 2019 PRESCRIPTION REI	35.59
			JANUARY - MARCH 2020 PRESCRIPTION REIMBU	29.60
				65.19
08/20/2020	72418	LOWER HURON CHEMICAL SUPPLY	DPW INVENTORY ORDER	916.56
			COVID-19 CLEANING SUPPLIES (WIPES, DISIN	374.40
				1,290.96
08/20/2020	72419	LUSTER CLEANERS, INC	7/20/20 & 7/23/20 PRISONERS BLANKET CLEA	80.00
			7/13/20 & 7/16/20 PRISONERS BLANKET CLEA	80.00
			7/27/20 & 7/30/20 PRISONERS BLANKET CLEA	80.00

Check Date	Check	Vendor Name	Description	Amount
			8/3/20 & 8/6/20 PRISONERS BLANKET CLEANI	80.00
			7/6/20 & 7/9/20 PRISONERS BLANKET CLEANI	80.00
				400.00
08/20/2020	72420	MAURER'S TEXTILE RENTAL SERVICES	INVERTED PO - FY 20/21, BUILDING DEPT U	18.23
			INVERTED PO - FY 20/21, BUILDING DEPT U	18.23
			INVERTED PO - FY 20/21, BUILDING DEPT U	18.23
			INVERTED PO - FY 20/21, BUILDING DEPT U	18.23
			20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	107.64
			20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	29.52
			20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	21.94
			20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	2.23
				234.25
08/20/2020	72421	MELLISSA FITZWILLIAMS	CASE NO: 20-022 5/7	25.00
08/20/2020	72422	MESSENGER PRINTING SERVICE INC.	BUSINESS CARDS FOR ROGER SALWA, NICOLE H	175.50
08/20/2020	72423	MICHAEL FREDERICK	FIRE OF GRACE BOOK 1: NEBRASKA	24.00
08/20/2020	72424	MICHIGAN DOWNTOWN ASSOCIATION	CITY OF ROMULUS PUBLIC AGENCY MEMBERSHIP	475.00
08/20/2020	72425	MICHIGAN LIBRARY ASSOCIATION	MEMBERSHIP RENEWAL THROUGH 8/31/21 - JES	85.00
08/20/2020	72426	MML WORKER'S COMP FUND	INSTALLMENT #2 - POLICY #5000050-20 POLI	38,212.00
08/20/2020	72427	MICHIGAN STATE POLICE	HAZARDOUS MATERIALS TECHNICIAN COURSE RE	900.00
			20/21 BLANKET PO FOR LIVESCAN USAGE 07/1	86.50
				986.50
08/20/2020	72428	MIDWEST TAPE	48 ITEMS CUSTOMER # 2000005771 BOOKS	1,845.02
			12 ITEMS CUSTOMER # 2000005771 BOOKS	447.88
			3 ITEMS CUSTOMER # 2000005771 BOOKS	113.97
			2 ITEMS CUSTOMER # 2000005771 BOOKS	79.98
			HOOPLA THROUGH 7/31/20 CUSTOMER # 200001	394.26
			8 ITEMS CUSTOMER # 2000005771 BOOKS	305.17
			1 ITEM CUSTOMER # 2000005771 BOOKS	39.99
			1 ITEM CUSTOMER # 2000005771 BOOKS	39.99
			1 ITEM CUSTOMER # 2000005771 BOOKS	34.99
				3,301.25
08/20/2020	72429	ARCHEY KEVIN	BD BOND REFUND - 15508 HARRISON	200.00
08/20/2020	72430	BARBERA, JOHNATHON	BD BOND REFUND - 16454 BRANDT	200.00
08/20/2020	72431	MATTHEW COLEMAN	BD BOND REFUND - 30012 SPAIN	200.00
08/20/2020	72432	ADAMS LYDIA	BD BOND REFUND - 14212 COGSWELL	100.00
08/20/2020	72433	28585 SMITH LLC	BD BOND REFUND - 28585 SMITH	200.00
08/20/2020	72434	MKSK	ROMULUS: NORTHPOINT PROF SRVCS THROUGH 5	832.50
			ROMULUS: NORTHPOINT PROF SRVCS THROUGH 6	735.00
				1,567.50
08/20/2020	72435	MPPOA	2021 MEMBERSHIPS LYNN CONWAY & GARY HARR	150.00
08/20/2020	72436	MUCHMORE HARRINGTON SMALLEY & ASSOC	AUGUST 2020 LEGISLATIVE SERVICES FY 20/2	2,000.00
			AUGUST 2020 LEGISLATIVE SERVICES FOR FY	2,000.00
			JUNE 2020 LEGISLATIVE SERVICES FOR FY 19	2,000.00
				6,000.00
08/20/2020	72437	NICOLE HARVEY	CDL LICENSE RENEWAL FEE	73.00
08/20/2020	72438	NORTHSIDE TRUE VALUE HARDWARE	GLASS/SCREEN REPAIR - MISC BUILDING MAIN	62.00
08/20/2020	72439	NORTHSTAR MAT SERVICES, INC.	MAT SERVICES AT LIBRARY ACCOUNT # 1862-1	68.30
08/20/2020	72440	O'CONNOR, DEGRAZIA, TAMM & O'CONNOR	FINAL ODTO BILLING. SERVICES THROUGH 3/3	1,987.00
08/20/2020	72441	O'REILLY AUTO PARTS	HYDRO-BOOST - MISC AUTO PARTS - MECHANIC	237.42
08/20/2020	72442	OAKLAND COUNTY	CLEMIS 3RD QTR 2020 LEADS ONLINE ANNUAL	2,467.24
			FIRE INCIDENT REPORTING SOFTWARE VIA CLE	1,286.78
			APR - JUN 2020 & JUL-SEP 2020 QTRLY CLEM	8,166.54
				11,920.56
08/20/2020	72443	OFFICE DEPOT, INC.	OFFICE SUPPLIES 7/16/20 - 7/23/20	50.04
			OFFICE SUPPLIES 7/13/20 - 7/23/20	61.82
			OFFICE SUPPLIES 7/13/20 - 7/23/20	185.65
			OFFICE SUPPLIES 7/13/20 - 7/30/20	69.23
			OFFICE SUPPLIES 7/13/20 - 7/30/20	787.01
				1,153.75

Check Date	Check	Vendor Name	Description	Amount
08/20/2020	72444	ORCHARD, HILTZ & MCCLIMENT	ZONING ORDINANCE CONDO REVIEW THROUGH 3/	274.00
			PFG_VISTAR ENGINEERING SERVICES THROUGH	9,342.50
			MUCCI PAC ENGINEERING SERVICES THROUGH 7	1,751.50
			ECORSE COMMONS ENGINEERING SERVICES THRO	1,679.00
			ECORSE COMMONS ESCROW THROUGH 7/1/2020	1,069.00
			GLWA WICK ROAD 48" WATER MAIN 0155-19-01	9,959.00
			BEVERLY ROAD RECONSTRUCTIONS PHASE II TH	21,929.50
			ITB 19/20-15 2020 HMA PAVING PROGRAM INS	12,264.75
			ECORSE AND MIDDLEBELT WATER MAIN REPLACE	6,293.50
			UPDATE WATER & SEWER ENGINEERING MANUAL	724.25
			MERRIMAN PLACE CONSTRUCTION SERVICES THR	10,707.50
			PROFESSIONAL SERVICES RENDERED THROUGH 7	5,299.50
			PROFESSIONAL SERVICES RENDERED THROUGH 7	437.50
				81,731.50
08/20/2020	72445	OSBORNE CONCRETE COMPANY INC.	SCREENED TOPSOIL (3) - FOR MISC. PURCHAS	300.00
			SCREENED TOPSOIL - MISC. PURCHASES	30.00
			CONCRETE/EXPANSION JOINT/FIBER MIX - MIS	1,457.00
				1,787.00
08/20/2020	72446	PARAGON LABORATORIES INC	WATER TESTING @ 12120 SHARON	75.00
08/20/2020	72447	PARKWAY SERVICES, INC.	PORTA POTTY SERVICES BEHIND SENIOR CENTE	110.00
			PORTA POTTY SERVICES FOR FERNANDEZ PARK	110.00
			PORTA POTTY SERVICES FOR ST. JOHN'S LODG	110.00
			PORTA JOHN FOR ELMER JOHNSON PARK 8/8/20	110.00
			8/4/20 - 9/3/20 PORTA JOHNS IN DOWNTOWN	135.00
				575.00
08/20/2020	72448	PETE'S AUTO UPHOLSTERY & TRIM	REPAIR DOOR PANEL FOR POLICE EXPLORER R1	35.00
08/20/2020	72449	PLAYCORE WISCONSIN INC DBA GAMETIME	PIGGYBACK OMNIA CONTRACT 2017001134 PARK	5,411.57
08/20/2020	72450	PRAXAIR DISTRIBUTION, INC.	6/20/20 - 7/20/2020 MISC MECHANIC WELDIN	98.01
08/20/2020	72451	QUADIENT INC	POSTAGE METER LABELS - 1000 COUNT	36.05
08/20/2020	72452	R&R FIRE TRUCK REPAIR	ITB 18/19-03 YEAR 1 & 2 OF TEN YEAR MAIN	1,890.00
			ITB 18/19-03 YEAR 1 & 2 OF TEN YEAR MAIN	1,890.00
			DOWN PAYMENT - ITB 18/19-03 EXTENSION FI	113,300.00
				117,080.00
08/20/2020	72453	RESCUE SOUTH	SWIFT WATER RESCUE GEAR	93.13
08/20/2020	72454	REY-MART ASPHALTING CO.	ITB 16/17-35 ASPHALT PATCH FROM WATER MA	2,619.10
			ITB 16/17-35 ASPHALT PATCH FROM WATER MA	11,708.00
				14,327.10
08/20/2020	72455	RICOH USA, INC	7/24/20 - 10/23/20 FOR QUARTERLY MAINTEN	961.72
08/20/2020	72456	ROGER KADAU	SUPPLIES FOR AUGUST 4, 2020 PRIMARY ELEC	162.93
08/20/2020	72457	ROMULUS COMMUNITY SCHOOLS	DELINQUENT PERSONAL PROPERTY DISBURSEMEN	5,430.95
08/20/2020	72458	ROMULUS, CITY OF	CLERK'S PETTY CASH 2/5/19 - 10/29/20	155.34
08/20/2020	72459	ROWE PROFESSIONAL SERVICES COMPANY	2020 BEVERLY ROAD RECONSTRUCTION - PHASE	17,298.05
08/20/2020	72460	S & F FOODS, INC.	20/21 BLANKET PO FOR PIZZA CALZONE 12CT	75.00
08/20/2020	72461	SHERWIN WILLIAMS	PURCHASE PAINT FOR R&R CROSSINGS AND CRO	1,043.55
08/20/2020	72462	THE BANK OF NEW YORK MELLON	2014 CAPITAL IMPROVEMENT BONDS (LTGO), P	78,350.00
08/20/2020	72463	THE LIBRARY NETWORK	EQUIP INV: MS OFFICE PRO PLUS, JUNIPER L	1,661.77
			TECH SRVCS - EMAIL ACCOUNT (PRORATED) AC	12.00
			BOOKS, SUBS & DATABASE:PROQUEST (JUL20-J	3,805.91
				5,479.68
08/20/2020	72464	THE OFFICE SUPPLY GUYS	OFFICE SUPPLIES FOR NEW 34TH DISTRICT CO	2,683.84
08/20/2020	72465	TERESA PATTON	7 SERVICE HOURS, WKND, MIDC PROGRAM	875.00
08/20/2020	72466	THE PHILLIP CHARLES GROUP	M. LUPPINO THROUGH 8/2/20 - TECHNOLOGY S	1,384.00
			M. LUPPINO THROUGH 8/9/20 - TECHNOLOGY S	1,384.00
				2,768.00
08/20/2020	72467	TRACCI DOBREFF	CASE NO: 19-373	25.00
08/20/2020	72468	TRACTOR SUPPLY CREDIT PLAN	GASKET/NOZZLE - MISC DPW PURCHASES	25.98
08/20/2020	72469	TREDROC TIRE SERVICES	SPARE TIRE FOR VACTOR 120	530.59
08/20/2020	72470	UNITED PARCEL SERVICE	20/21 BLANKET PO FOR SHIPPING CHARGES PO	29.66

Check Date	Check	Vendor Name	Description	Amount
08/20/2020	72471	VERIZON CONNECT NWF INC.	OSV000002132107 MAY 2020- NETWORKFLEET G	197.40
			OSV000002187425 JULY 2020 - NETWORKFLEET	194.28
				391.68
08/20/2020	72472	VERIZON WIRELESS	JUL 2 - AUG 1, 2020 DATA ACCT # 34212725	289.08
			JULY 2 - AUGUST 1, 2020 CELLPHONE ACCT #	1,305.93
			JUL 8 - AUG 7, 2020 CITY SMARTPHONES ACC	767.45
				2,362.46
08/20/2020	72473	WAL-MART COMMUNITY	WATER & MISC FOOD ITEMS FOR FIRE DEPT AC	91.07
08/20/2020	72474	WAYNE COUNTY	CONSTRUCTION INSPECTION COSTS SERVICE PE	206.38
			07/19 PRISONER HOUSING MAINTENANCE CHARG	2,170.00
			JUNE 2020 - TRAFFIC SIGNAL MAINTENANCE	980.95
				3,357.33
08/20/2020	72475	WAYNE COUNTY DOE	JULY 2020 RV FIXED SEWAGE	37,943.07
08/20/2020	72476	WAYNE COUNTY LAND BANK	DISBURSE 2020 C.T. FOR JULY 16 - 31, 202	261.88
08/20/2020	72477	WAYNE COUNTY TREASURER	DELINQUENT PERSONAL PROPERTY DISBURSEMEN	13,466.86
08/20/2020	72478	WAYNE LAWN & GARDEN CENTER, INC.	BELT/CARBURETOR - MECH & GROUNDS - DPW	108.66
08/20/2020	72479	WEINGARTZ SUPPLY CO. , INC.	PARTS NEEDED FOR EXMARK LAWNMOWERS	1,940.15
08/20/2020	72480	WEST SHORE SERVICES, INC.	SERVICE CALL FOR WARNING SIREN SHOWING A	150.00
08/20/2020	72481	WESTLAND LOCK & KEY, INC.	ALARM LOCK & PUSH BUTTON REPLACEMENT	1,620.00
08/20/2020	72482	WOODLAND MEADOWS LANDFILL	7/1/20 - 7/15/20 RESIDENT DUMP PASSES IT	675.00
08/20/2020	72483	WT. COX SUBSCRIPTIONS	MAGAZINE SUBSCRIPTIONS, ACCT #2056181	1,408.18
08/20/2020	72484	ZONES, LLC	2 LENOVO LAPTOPS FOR BUILDING DEPT	1,431.98
			2 LENOVO LAPTOPS FOR BUILDING DEPT	141.98
			UPS NETWORK MANAGEMENT CARDS (3)	900.00
			DELL LATITUDE 3510 - 15.6" - INTEL CORE	675.00
			RACK-MOUNT UPS TO REPLACE AGING FLOOR UN	1,200.00
			DOCKING STATION FOR FINANCE DEPT	250.00
			COVID-19 LAPTOP FOR FINANCE DEPT	2,100.00
				6,698.96

POOL TOTALS:	
Total of 133 Checks:	1,864,343.40
Less 2 Void Checks:	0.00
Total of 131 Disbursements:	1,864,343.40

City of Romulus

Communication

Council Meeting Held: **August 24, 2020**
Item No. 12

General Description: ____

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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: **August 24, 2020**

Item No. 13

General Description: ____

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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