



**CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
December 7, 2020
7:30 PM**

TO PARTICIPATE IN THE MEETING USING ZOOM:

Click the following link: <https://us02web.zoom.us/j/83226836698> Meeting ID: **832 2683 6698**

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 minutes from the regular meeting held on November 23, 2020
- B. Approval of minutes from the Special Meeting - Study Session held on November 23, 2020 @ 7:00pm for discussion of amendment to Section 8-20 of the City Code of Ordinance

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. Michigan Employees Retirement System (MERS) Agreement
- B. Non-Motorized Pathway Grant Agreement
- C. Piggyback on Omnia Partners Public Sector Contract with Weather Proofing Technologies, Inc.
- D. ITB 20/21-07 Five Year Contractual Services Contract - GIS/Cityworks
- E. ITB 20/21-10 Official Publications - Newspaper 2021
- F. Introduction of Budget Amendment 20/21-11
DPW
- G. Introduction of Budget Amendment 20/21-12
Clerk

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

- A. Second Reading, Final Adoption of Budget Amendment 20/21-10 Water & Sewer fund, introduced at 11/23/20 regular City Council meeting
- B. Approval of appointments to Board of Review - Alternate Members
- C. Study Session Request from Mayor's Office for 12/14/20 @ 6:00pm

7. Treasurer's Report – Stacy Paige, Treasurer

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

9. Unfinished Business

10. New Business

11. Communication

12. Adjournment



RULES REGARDING THE PUBLIC ADDRESSING A CITY MEETING

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

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

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



City of Romulus

Agenda

Council Meeting Held: **December 7, 2020**

Item No. A.

General Description: Approval of Agenda

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Minutes

Council Meeting Held: **December 7, 2020**

Item No. A.

General Description: Approval of minutes from the regular meeting held on November 23, 2020

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MINUTES OF THE REGULAR ROMULUS CITY COUNCIL MEETING

November 23, 2020

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

MEETING HELD ELECTRONICALLY VIA ZOOM MEETING/TELECOMMUNICATION

Pledge of Allegiance

Led by Councilwoman Abdo

Roll Call

Present: Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, Eva Webb, Virginia Williams

Absent / Excused: William Wadsworth

Administrative Officials in Attendance:

LeRoy Burcroff, Mayor

Ellen L. Craig-Bragg, Clerk

Stacy Paige, Treasurer

Administrative Staff in Attendance:

D'Sjonaun Hockenhull - Deputy Clerk; Julie Wojtylko - Chief of Staff; Roberto Scappaticci - DPW Director; Maria Farris - Finance Director; Joshua Monte - Police Captain; Kevin Krause - Fire Chief; Merrie Druyor - DDA Director; Stephen Dudek - Technology Director; Robert McCraight - DPS Director; Stephen Hitchcock - City Attorney; Carol Maise - City Planner

1. Agenda

- A.** Moved by **Tina Talley**, seconded by **Eva Webb** to accept the agenda as presented

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

Nays - None

Motion Carried Unanimously

2. Minutes

- A. Res. #20-303** Moved by **Tina Talley**, seconded by **Eva Webb** to amend the minutes from the regular meeting held on November 9, 2020 to correct the Communication section of the minutes

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, Eva Webb, Virginia Williams

Nays - None

Motion Carried Unanimously.

Res. #20-304 Moved by **Tina Talley**, seconded by **Eva Webb** to approve the minutes from the regular meeting held on November 9, 2020 as amended

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

Nays - None

Motion Carried Unanimously

- B. Res. #20-305** Moved by **Kathy Abdo**, seconded by **Tina Talley** to approve the minutes from the special meeting(s) closed sessions held on November 9, 2020 at 6:30p & 6:45p to discuss attorney opinion and pending litigation

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

Nays - None

Motion Carried Unanimously

3. Petitioner

No petitions/petitioners at this time

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

Res. #20-306 Moved by **Tina Talley**, seconded by **Kathy Abdo** to approve the Consent Judgement presented and recommended by legal counsel in the matter of M&M Express Trucking, Inc. v City of Romulus.

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

Nays - None

Motion Carried Unanimously

Res. #20-307 Moved by **Tina Talley**, seconded by **Virginia Williams** to approve a resolution in support of the street signing for Clara Williams.

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

Nays - None

Motion Carried Unanimously

Councilwoman Webb extended her congratulations to Judge-Elect Lisa Martin

Moved by **Celeste Roscoe**, seconded by **Tina Talley** to accept the Chairperson's Report

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

Nays - None

Motion Carried Unanimously

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

- A. Res. #20-308** Moved by **Eva Webb**, seconded by **Tina Talley** to concur with the administration and grant authorization for the Mayor and Clerk to enter into the attached grant agreement between the State of Michigan - Michigan Indigent Defense Commission (MIDC) and the Department of Licensing and Regulatory Affairs (LARA) and the City of Romulus from October 1, 2020 to September 30, 2021 with a local share of \$55,261.63

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

Nays - None

Motion Carried Unanimously

- B. Res. #20-309** Moved by **Kathy Abdo**, seconded by **Tina Talley** to concur with the administration and approve the appointment of Beth Maze with a term to expire on March 11, 2023 to the Downtown Development Authority

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

Nays - None

Motion Carried Unanimously

Res. #20-310 Moved by **Kathy Abdo**, seconded by **Eva Webb** to concur with the administration and approve the appointment of Jeffrey Lowrey, with a term to expire on July 31, 2023, to the Downtown Development Authority.

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

Nays - None

Motion Carried Unanimously

- C. Res. #20-311** Moved by **Celeste Roscoe**, seconded by **Eva Webb** to concur with the administration and adopt the Wayne County Hazard Mitigation Plan dated September 14, 2020.

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

Nays - None

Motion Carried Unanimously

- D. Res. #20-312** Moved by **Tina Talley**, seconded by **Virginia Williams** to adopt the resolution to authorize the Mayor and Clerk to use the Capital Improvement Bond, Series 201 A Construction Fund for property acquisition and road improvement costs for the intersection of Ecorse and Wayne Roads in the City of Romulus in an amount not to exceed the remaining balance in this account which is approximately \$1,693,631.59.

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

Nays - None

Motion Carried Unanimously

- E. Res. #20-313** Moved by **Tina Talley**, seconded by **Celeste Roscoe** to concur with the administration and adopt the resolution to use public funds to replace residential lead private water service lines in the City of Romulus.

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

Nays - None

Motion Carried Unanimously

- F. Res. #20-314** Moved by **Tina Talley**, seconded by **Kathy Abdo** to concur with the administration and introduce budget amendment 20/21-10 for the Barth Road Water Main Project.

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

Nays - None

Motion Carried Unanimously

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

Res. #20-315 Moved by **Tina Talley**, seconded by **Virginia Williams** to concur with recommendation of the Executive Advisory Committee and approve the reappointments to the Board of Review for Deborah Hoffman and Shirley Lamberson for term(s) starting 01/01/2021 and ending 12/31/2022.

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

Nays - None

Motion Carried Unanimously

Res. #20-316 Moved by **Celeste Roscoe**, seconded by **Eva Webb** to adopt a memorial resolution for the family of Norman McClendon

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

Nays - None

Motion Carried Unanimously

7. Treasurer's Report – Stacy Paige, Treasurer

A. Treasure Paige briefly reviewed the Quarterly Investment Report and referred any additional inquiries to her office.

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

A resident submitted an email to publiccomment@romulusgov.com to inquire about the order and placement of her community for street repairs, specifically Sand Piper Drive and Swan Lake. The email was read into the record by the Clerk and forwarded to the Mayor's Office for response.

9. Unfinished Business

No unfinished business at this time

10. New Business

No New Business at this time

11. Warrant

A. Res. #20-317 Moved by **Kathy Abdo**, seconded by **Tina Talley** to approve Warrant #: 20-22 Checks presented in the amount of \$1,008,287.40

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

Nays - None

Motion Carried Unanimously

12. Communication

Councilwoman Roscoe wished everyone a wonderful and safe Thanksgiving. She announced the winners of the Cutest Baby Contest, Cutest Pets Contest, and Fall Porch and House Decorating Contest. She further thanked all the participants in the contests. Councilwoman Talley thanked Brian O'Connor and Fire Chief Krause for their efforts, in coordination with MDHHS, in the delivery of 1700 face masks to multiple churches. She also thanked city officials for the invite of the swearing in of a police officer. Councilwoman Williams informed the residents of an event, by one of the sons of the owner of Metro Meets, called Bring up Hope. Event organizers are asking for monetary donations as well as donations of hats, gloves, scarves, and coats. The date of the event is December 5th. She also announced that Forgotten Harvest will be at Romulus Community High School on November 24 and will be giving away one turkey per car.

13. Adjournment

Moved by **Eva Webb**, seconded by **Tina Talley** to adjourn the meeting at 8:45pm

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, 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 November 23, 2020.

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



City of Romulus

Minutes

Council Meeting Held: **December 7, 2020**

Item No. B.

General Description: Approval of minutes from the Special Meeting - Study Session held on November 23, 2020 @ 7:00pm for discussion of amendment to Section 8-20 of the City Code of Ordinance

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MINUTES OF THE ROMULUS CITY COUNCIL SPECIAL MEETING – STUDY SESSION
November 23, 2020

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

MEETING HELD ELECTRONICALLY VIA ZOOM MEETING/TELECOMMUNICATION

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

Administrative Officials in Attendance:

LeRoy Burcroff, Mayor

Ellen L. Craig-Bragg, Clerk

Stacy Paige, Treasurer

Administrative Staff in Attendance:

D'Sjonaun Hockenhull - Deputy Clerk; Robert McCraight - DPS Director; Julie Wojtylko - Chief of Staff; Stephen Hitchcock - City Attorney; Stephen Dudek - Technology Director; Carol Maise - City Planner

2. Moved by **Tina Talley**, seconded by **Kathy Abdo** to accept the Special Meeting Study Session Agenda as presented

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

Nays - None

Motion Carried Unanimously

3. DPS Director Robert McCraight opened the discussion with a PowerPoint presentation to explain the need for amending Section 8-20 of the City Code of Ordinance to add a misdemeanor penalty, with the goal of increasing compliance and curing violations issued by building inspectors. Councilperson Williams inquired as to why initial violation notices will not be included in the amended language and Director McCraight responded that the notices were department policy and not included in the original language of the ordinance but courtesy practices of the department that will continue. Councilperson Webb questioned who will be empowered to issue misdemeanor penalties and the consequences of the penalty were disproportionate to the violation. She also objected to the language of the proposed amendment as presented. City Attorney Hitchcock provided an explanation on entry of conviction of a misdemeanor vs. citation of a misdemeanor. Councilperson Abdo inquired if, upon curing the violation, would the misdemeanor charge be automatically dismissed. Director McCraight deferred the answer to the prerogative of the 34th District Court. Councilperson Talley spoke to clarification of the proposed amendment, that the addition of a misdemeanor penalty does not absolve any civil infraction penalties in the current ordinance, but only speeds up the issuance of a misdemeanor violation as opposed to following the penalty protocols of the current ordinance. Director McCraight confirmed Councilperson Talley's clarification. Chairperson Barden requested that future study sessions, to discuss proposed amendments, be given more time to accommodate the input of councilmembers.
4. A resident commented on his disagreement with the proposed amendment and did not want building inspectors to have the authority to issue misdemeanor violations. He recommended that, if approved, a building inspector and building director be present to issue a misdemeanor violation on noncompliance to the building ordinances.

5. Moved by **Celeste Roscoe**, seconded by **Tina Talley** to adjourn the Special Meeting at 7:39pm

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, 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 November 23, 2020.



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



City of Romulus

Petitioner

Council Meeting Held:

December 7, 2020

Item No. 3

General Description: _____

Resolution No._____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

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

Council Meeting Held:

December 7, 2020

Item No. A.

General Description: Approval of the Chairperson's Report

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **December 7, 2020**

Item No. A.

General Description: Michigan Employees Retirement System (MERS) Agreement

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: Michigan Employees Retirement System (MERS) Agreement Addendums
DATE: 12/3/2020

I concur with the recommendation of Kevin Losen, Human Resources Director, and Gregg Schultz, Labor Attorney, and respectfully request that Council authorize the Mayor and Human Resources Director to sign the Michigan Employees Retirement System Agreement Addendums due on or before December 15, 2020.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Human Resources Director to sign the Michigan Employees Retirement System Agreement Addendums due on or before December 15, 2020.

CITY OF ROMULUS
HUMAN RESOURCES

MEMORANDUM

TO: Mayor LeRoy D. Burcroff

FROM: Kevin B. Losen, Director of Human Resources

DATE: December 1, 2020

SUBJECT: Michigan Employees Retirement System (MERS) Agreement Addendums

Dear Mayor,

Recently, MERS sent out Defined Benefit Plan Adoption Agreement Addendums to all participating Michigan entities. The addendums are simply a request for additional information regarding the specific retirement plans for each municipality according to their Collective Bargaining Agreements. The addendums do not reflect any changes to the five (5) MERS retirement plans currently in place in the City of Romulus.

I have completed the addendum paperwork with our Labor Attorney Gregg Schultz. I must submit the information to MERS before December 15, 2020. The addendums require the approval of City Council before I can submit them.

Thank you for your consideration.

Defined Benefit Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit (DB) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name Romulus, City of

Municipality number 822501

This is an amendment of the existing Adoption Agreement for the MERS Defined Benefit.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 82250150

Division name on file with MERS Fire New Hires 1/1/2012

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS. For example, if Division is "General," please insert specific classifications that are eligible for MERS such as "Clerical Staff," "Elected Officials," "Library Director," etc.:

Employee classification contains **public safety employees**: ☒ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Romulus, City of

DIV: 82250150

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification as defined under section IV (Provisions) in order to earn a month of service. Excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than ____ months in total.	☐	☐	☒
Part-Time Employees: Those who regularly work fewer than ____ per ____.	☐	☒	☐
Seasonal Employees: Those who will work for the municipality from ____ to ____ only.	☐	☐	☒
Voter-Elected Officials	☐	☐	☒
Appointed Officials: An official appointed to a voter-elected office.	☐	☐	☒
Contract Employees	☐	☐	☒

Probationary Periods (select one):

- ☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.

The probationary period will be ____ month(s).

Comments:

- ☒ Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Romulus, City of

DIV: 82250150

IV. Provisions

1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working)

120 hours in a month.

2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For **contributory divisions**, employee contributions are required for service credit to be retained. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee's current hourly rate (prior to leave). For example if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee's hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee's start and end date per month, along with the employee's hourly rate.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short- and Long-Term Disability	☐	☒
Workers' Compensation	☒	☐
Unpaid Family Medical Leave Act (FMLA)	☐	☒
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	☐	☒
Other 2: _____ Additional leave types as above	☐	☒

Leaves of absence due to military service are governed by the Federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Benefit Plan Adoption Agreement Addendum

SKIP PAGE

EMPLOYER NAME: Romulus, City of

DIV: 82250150

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	☐ Base Wages	☐ Box 1 Wages	☐ Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions Defined Benefit employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Romulus, City of

DIV: 82250150

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

☒ Salary or hourly wage X hours

☒ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)

☐ On-call pay

☐ Other: _____

Other Wages apply: YES ☐ NO ☒
☐ Shift differentials

☐ Overtime

☐ Severance issued over time (weekly/bi-weekly)

☐ Other: _____

Lump Sum Payments apply: YES ☒ NO ☐
☐ PTO cash-out

☐ Longevity

☐ Bonuses

☐ Merit pay

☐ Job certifications

☐ Educational degrees

☐ Moving expenses

☐ Sick payouts

☐ Severance (if issued as lump sum)

☒ Other: VACATION PAYOUTS
Taxable Payments apply: YES ☐ NO ☒
☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)

☐ Prizes, gift cards

☐ Personal use of a company car

☐ Car allowance

☐ Other: _____

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒
☐ Gun, tools, equipment, uniform

☐ Phone

☐ Fitness

☐ Mileage reimbursement

☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement)

☐ Other: _____

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☐ NO ☒
☐ 457 employee and employer contributions

☐ 125 cafeteria plan, FSAs and HSAs

☐ IRA contributions

☐ Other: _____

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒
☐ Health plan, dental, vision benefits

☐ Workers compensation premiums

☐ Short- or Long-term disability premiums

☐ Group term or whole life insurance < \$50,000

☐ Other: _____

Mandatory Contributions apply: YES ☐ NO ☒
☐ Defined Benefit employee contributions

☐ MERS Health Care Savings Program employee contributions

☐ Other: _____

Taxable Fringe Benefits apply: YES ☐ NO ☒
☐ Clothing reimbursement

☐ Stipends for health insurance opt out payments

☐ Group term life insurance > \$50,000

☐ Other: _____

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒
☐ Workers compensation settlement payments

☐ Other: _____

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Romulus, City of

DIV: 82250150

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Romulus

at a Board Meeting which took place on: _____
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



Defined Benefit Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit (DB) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name Romulus, City of

Municipality number 822501

This is an amendment of the existing Adoption Agreement for the MERS Defined Benefit.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 82250102

Division name on file with MERS Police POAM HIRED BEFORE 7-11-2011

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS. For example, if Division is "General," please insert specific classifications that are eligible for MERS such as "Clerical Staff," "Elected Officials," "Library Director," etc.:

Employee classification contains **public safety employees**: ☒ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Romulus, City of

DIV: 82250102

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification as defined under section IV (Provisions) in order to earn a month of service. Excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than ____ months in total.	☐	☐	☒
Part-Time Employees: Those who regularly work fewer than ____ per ____.	☐	☐	☒
Seasonal Employees: Those who will work for the municipality from ____ to ____ only.	☐	☐	☒
Voter-Elected Officials	☐	☐	☒
Appointed Officials: An official appointed to a voter-elected office.	☐	☐	☒
Contract Employees	☐	☐	☒

Probationary Periods (select one):

- ☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.

The probationary period will be ____ month(s).

Comments:

- ☒ Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Romulus, City of

DIV: 82250102

IV. Provisions

1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working)

80 hours in a month.

2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For **contributory divisions**, employee contributions are required for service credit to be retained. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee's current hourly rate (prior to leave). For example if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee's hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee's start and end date per month, along with the employee's hourly rate.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short- and Long-Term Disability	☐	☒
Workers' Compensation	☒	☐
Unpaid Family Medical Leave Act (FMLA)	☐	☒
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	☐	☒
Other 2: _____ Additional leave types as above	☐	☒

Leaves of absence due to military service are governed by the Federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Benefit Plan Adoption Agreement Addendum

SKIP PAGE

EMPLOYER NAME: Romulus, City of

DIV: 82250102

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	☐ Base Wages	☐ Box 1 Wages	☐ Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions Defined Benefit employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Romulus, City of

DIV: 82250102

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

☒ Salary or hourly wage X hours☒ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)☐ On-call pay☐ Other: _____Other Wages apply: YES ☒ NO ☐☒ Shift differentials☒ Overtime☐ Severance issued over time (weekly/bi-weekly)☐ Other: _____Lump Sum Payments apply: YES ☒ NO ☐☐ PTO cash-out☐ Longevity☐ Bonuses☐ Merit pay☐ Job certifications☐ Educational degrees☐ Moving expenses☐ Sick payouts☐ Severance (if issued as lump sum)☒ Other: VACATION PAYOUTSTaxable Payments apply: YES ☐ NO ☒☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)☐ Prizes, gift cards☐ Personal use of a company car☐ Car allowance☐ Other: _____Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒☐ Gun, tools, equipment, uniform☐ Phone☐ Fitness☐ Mileage reimbursement☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement)☐ Other: _____

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☐ NO ☒☐ 457 employee and employer contributions☐ 125 cafeteria plan, FSAs and HSAs☐ IRA contributions☐ Other: _____

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒☐ Health plan, dental, vision benefits☐ Workers compensation premiums☐ Short- or Long-term disability premiums☐ Group term or whole life insurance < \$50,000☐ Other: _____Mandatory Contributions apply: YES ☐ NO ☒☐ Defined Benefit employee contributions☐ MERS Health Care Savings Program employee contributions☐ Other: _____Taxable Fringe Benefits apply: YES ☐ NO ☒☐ Clothing reimbursement☐ Stipends for health insurance opt out payments☐ Group term life insurance > \$50,000☐ Other: _____Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒☐ Workers compensation settlement payments☐ Other: _____

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Romulus, City of

DIV: 82250102

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Romulus

at a Board Meeting which took place on: _____
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



Defined Benefit Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit (DB) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name Romulus, City of

Municipality number 822501

This is an amendment of the existing Adoption Agreement for the MERS Defined Benefit.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 82250105

Division name on file with MERS Fire HIRED BEFORE 1-1-12

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS. For example, if Division is "General," please insert specific classifications that are eligible for MERS such as "Clerical Staff," "Elected Officials," "Library Director," etc.:

Employee classification contains **public safety employees**: ☒ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Romulus, City of

DIV: 82250105

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification as defined under section IV (Provisions) in order to earn a month of service. Excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than ____ months in total.	☐	☐	☒
Part-Time Employees: Those who regularly work fewer than ____ per ____.	☐	☒	☐
Seasonal Employees: Those who will work for the municipality from ____ to ____ only.	☐	☐	☒
Voter-Elected Officials	☐	☐	☒
Appointed Officials: An official appointed to a voter-elected office.	☐	☐	☒
Contract Employees	☐	☐	☒

Probationary Periods (select one):

- ☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.

The probationary period will be ____ month(s).

Comments:

- ☒ Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Romulus, City of

DIV: 82250105

IV. Provisions

1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working)

120 hours in a month.

2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For **contributory divisions**, employee contributions are required for service credit to be retained. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee's current hourly rate (prior to leave). For example if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee's hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee's start and end date per month, along with the employee's hourly rate.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short- and Long-Term Disability	☐	☒
Workers' Compensation	☒	☐
Unpaid Family Medical Leave Act (FMLA)	☐	☒
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	☐	☒
Other 2: _____ Additional leave types as above	☐	☒

Leaves of absence due to military service are governed by the Federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Benefit Plan Adoption Agreement Addendum

SKIP PAGE

EMPLOYER NAME: Romulus, City of

DIV: 82250105

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	☐ Base Wages	☐ Box 1 Wages	☐ Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions Defined Benefit employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Romulus, City of

DIV: 82250105

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ CUSTOM: If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.	
Types of Compensation	
Regular Wages	
☒ Salary or hourly wage X hours	☐ On-call pay
☒ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)	☐ Other: _____
Other Wages apply: YES ☒ NO ☐	
☐ Shift differentials	☐ Severance issued over time (weekly/bi-weekly)
☒ Overtime	☐ Other: _____
Lump Sum Payments apply: YES ☒ NO ☐	
☐ PTO cash-out	☐ Educational degrees
☐ Longevity	☐ Moving expenses
☐ Bonuses	☐ Sick payouts
☐ Merit pay	☐ Severance (if issued as lump sum)
☐ Job certifications	☒ Other: <u>VACATION PAYOUTS</u>
Taxable Payments apply: YES ☐ NO ☒	
☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)	☐ Car allowance
☐ Prizes, gift cards	☐ Other: _____
☐ Personal use of a company car	
Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒	
☐ Gun, tools, equipment, uniform	☐ Mileage reimbursement
☐ Phone	☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement)
☐ Fitness	☐ Other: _____
Types of Deferrals	
Elective Deferrals of Employee Premiums/Contributions apply: YES ☐ NO ☒	
☐ 457 employee and employer contributions	☐ IRA contributions
☐ 125 cafeteria plan, FSAs and HSAs	☐ Other: _____
Types of Benefits	
Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒	
☐ Health plan, dental, vision benefits	☐ Group term or whole life insurance < \$50,000
☐ Workers compensation premiums	☐ Other: _____
☐ Short- or Long-term disability premiums	
Mandatory Contributions apply: YES ☐ NO ☒	
☐ Defined Benefit employee contributions	☐ Other: _____
☐ MERS Health Care Savings Program employee contributions	
Taxable Fringe Benefits apply: YES ☐ NO ☒	
☐ Clothing reimbursement	☐ Group term life insurance > \$50,000
☐ Stipends for health insurance opt out payments	☐ Other: _____
Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒	
☐ Workers compensation settlement payments	☐ Other: _____

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Romulus, City of

DIV: 82250105

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Romulus

at a Board Meeting which took place on: _____
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



Defined Benefit Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit (DB) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name Romulus, City of

Municipality number 822501

This is an amendment of the existing Adoption Agreement for the MERS Defined Benefit.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 82250120

Division name on file with MERS Police Cmnd

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS. For example, if Division is "General," please insert specific classifications that are eligible for MERS such as "Clerical Staff," "Elected Officials," "Library Director," etc.:

Employee classification contains **public safety employees:** ☒ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Romulus, City of

DIV: 82250120

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification as defined under section IV (Provisions) in order to earn a month of service. Excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than _____ months in total.	☐	☐	☒
Part-Time Employees: Those who regularly work fewer than _____ per _____.	☐	☐	☒
Seasonal Employees: Those who will work for the municipality from _____ to _____ only.	☐	☐	☒
Voter-Elected Officials	☐	☐	☒
Appointed Officials: An official appointed to a voter-elected office.	☐	☐	☒
Contract Employees	☐	☐	☒

Probationary Periods (select one):

- ☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.

The probationary period will be _____ month(s).

Comments:

- ☒ Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Romulus, City of

DIV: 82250120

IV. Provisions

1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working)

80

hours in a month.

2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For **contributory divisions**, employee contributions are required for service credit to be retained. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee's current hourly rate (prior to leave). For example if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee's hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee's start and end date per month, along with the employee's hourly rate.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short- and Long-Term Disability	☐	☒
Workers' Compensation	☒	☐
Unpaid Family Medical Leave Act (FMLA)	☐	☒
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	☐	☒
Other 2: _____ Additional leave types as above	☐	☒

Leaves of absence due to military service are governed by the Federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Benefit Plan Adoption Agreement Addendum

SKIP PAGE

EMPLOYER NAME: Romulus, City of

DIV: 82250120

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	☐ Base Wages	☐ Box 1 Wages	☐ Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions Defined Benefit employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Romulus, City of

DIV: 82250120

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

☒ Salary or hourly wage X hours

☒ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)

☐ On-call pay

☐ Other: _____

Other Wages apply: YES ☒ NO ☐
☐ Shift differentials

☒ Overtime

☐ Severance issued over time (weekly/bi-weekly)

☐ Other: _____

Lump Sum Payments apply: YES ☒ NO ☐
☐ PTO cash-out

☐ Longevity

☐ Bonuses

☐ Merit pay

☐ Job certifications

☐ Educational degrees

☐ Moving expenses

☐ Sick payouts

☐ Severance (if issued as lump sum)

☒ Other: VACATION PAYOUT
Taxable Payments apply: YES ☐ NO ☒
☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)

☐ Prizes, gift cards

☐ Personal use of a company car

☐ Car allowance

☐ Other: _____

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒
☐ Gun, tools, equipment, uniform

☐ Phone

☐ Fitness

☐ Mileage reimbursement

☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement)

☐ Other: _____

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☐ NO ☒
☐ 457 employee and employer contributions

☐ 125 cafeteria plan, FSAs and HSAs

☐ IRA contributions

☐ Other: _____

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒
☐ Health plan, dental, vision benefits

☐ Workers compensation premiums

☐ Short- or Long-term disability premiums

☐ Group term or whole life insurance < \$50,000

☐ Other: _____

Mandatory Contributions apply: YES ☐ NO ☒
☐ Defined Benefit employee contributions

☐ MERS Health Care Savings Program employee contributions

☐ Other: _____

Taxable Fringe Benefits apply: YES ☐ NO ☒
☐ Clothing reimbursement

☐ Stipends for health insurance opt out payments

☐ Group term life insurance > \$50,000

☐ Other: _____

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒
☐ Workers compensation settlement payments

☐ Other: _____

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Romulus, City of

DIV: 82250120

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Romulus

at a Board Meeting which took place on: _____
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



Defined Benefit Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit (DB) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name Romulus, City of

Municipality number 822501

This is an amendment of the existing Adoption Agreement for the MERS Defined Benefit.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 82250123

Division name on file with MERS POAM hired after 7/1/2011

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS. For example, if Division is "General," please insert specific classifications that are eligible for MERS such as "Clerical Staff," "Elected Officials," "Library Director," etc.:

Employee classification contains **public safety employees**: ☒ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Romulus, City of

DIV: 82250123

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification as defined under section IV (Provisions) in order to earn a month of service. Excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than ____ months in total.	☐	☐	☒
Part-Time Employees: Those who regularly work fewer than ____ per ____.	☐	☐	☒
Seasonal Employees: Those who will work for the municipality from ____ to ____ only.	☐	☐	☒
Voter-Elected Officials	☐	☐	☒
Appointed Officials: An official appointed to a voter-elected office.	☐	☐	☒
Contract Employees	☐	☐	☒

Probationary Periods (select one):

- ☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.

The probationary period will be ____ month(s).

Comments:

- ☒ Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Romulus, City of

DIV: 82250123

IV. Provisions

1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working)

80 hours in a month.

2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For **contributory divisions**, employee contributions are required for service credit to be retained. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee's current hourly rate (prior to leave). For example if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee's hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee's start and end date per month, along with the employee's hourly rate.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short- and Long-Term Disability	☐	☒
Workers' Compensation	☒	☐
Unpaid Family Medical Leave Act (FMLA)	☐	☒
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	☐	☒
Other 2: _____ Additional leave types as above	☐	☒

Leaves of absence due to military service are governed by the Federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Benefit Plan Adoption Agreement Addendum

Skip Page

EMPLOYER NAME: Romulus, City of

DIV: 82250123

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	☐ Base Wages	☐ Box 1 Wages	☐ Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions Defined Benefit employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Romulus, City of

DIV: 82250123

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

☒ Salary or hourly wage X hours☒ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)☐ On-call pay☐ Other: _____Other Wages apply: YES ☒ NO ☐☒ Shift differentials☐ Overtime☐ Severance issued over time (weekly/bi-weekly)☐ Other: _____Lump Sum Payments apply: YES ☒ NO ☐☐ PTO cash-out☐ Longevity☐ Bonuses☐ Merit pay☐ Job certifications☐ Educational degrees☐ Moving expenses☐ Sick payouts☐ Severance (if issued as lump sum)☒ Other: VACATION PAYOUTSTaxable Payments apply: YES ☐ NO ☒☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)☐ Prizes, gift cards☐ Personal use of a company car☐ Car allowance☐ Other: _____Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒☐ Gun, tools, equipment, uniform☐ Phone☐ Fitness☐ Mileage reimbursement☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement)☐ Other: _____

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☐ NO ☒☐ 457 employee and employer contributions☐ 125 cafeteria plan, FSAs and HSAs☐ IRA contributions☐ Other: _____

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒☐ Health plan, dental, vision benefits☐ Workers compensation premiums☐ Short- or Long-term disability premiums☐ Group term or whole life insurance < \$50,000☐ Other: _____Mandatory Contributions apply: YES ☐ NO ☒☐ Defined Benefit employee contributions☐ MERS Health Care Savings Program employee contributions☐ Other: _____Taxable Fringe Benefits apply: YES ☐ NO ☒☐ Clothing reimbursement☐ Stipends for health insurance opt out payments☐ Group term life insurance > \$50,000☐ Other: _____Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒☐ Workers compensation settlement payments☐ Other: _____

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Romulus, City of

DIV: 82250123

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Romulus

at a Board Meeting which took place on: _____
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____





City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **December 7, 2020**

Item No. B.

General Description: Non-Motorized Pathway Grant Agreement

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: Non-Motorized Pathway Grant Agreement
DATE: December 2, 2020

I concur with the recommendation of Roberto Scappaticci, DPW Director, and legal counsel, and respectfully request City Council authorize the Mayor and Clerk to enter into the attached Pass Through Agreement with Southeast Michigan Council of Governments accepting the awarded \$40,000.00 grant, which includes a federal share of \$32,740.00, and a local share for the City of Romulus of \$7,260.00 for the creation of a pathway system master plan. This plan will include corridor studies for sidewalk and future connections to the Turtle Cove Water Park as well as the Metro Parks.

Abbie Akins, Assistant Finance Director, has verified funds for the City's local share are secured in the Sidewalks and Engineering Fees account #101-444-823.000.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to enter into the attached Pass Through Agreement with Southeast Michigan Council of Governments accepting the awarded \$40,000.00 grant, which includes a federal share of \$32,740.00, and a local share for the City of Romulus of \$7,260.00 for the creation of a pathway system master plan. This plan will include corridor studies for sidewalk and future connections to the Turtle Cove Water Park as well as the Metro Parks.

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: Robert McCraight, Director of Public Services
Kathy Hood, Assistant Director of Department of Public Works

DATE: November 23rd, 2020

SUBJECT: Non-Motorized Pathway Grant Agreement

Dear Mayor,

The City has been awarded a Grant in the amount of \$40,000.00 which includes a federal share of **\$32,740.00**, and a local share for the City of Romulus of \$7,260.00, for the creation of a pathway system master plan. This plan will include corridor studies for sidewalk and future connections to the Turtle Cove Water Park as well as the Metro Parks.

This is a good opportunity for the City to consolidate all previous work completed through the years and provide one plan document which summarizes the City's intent to build more walking facilities, and obtain more grant money to defer the costs.

Please present the attached grant agreement to City Council for its approval to be signed. Steve Hitchcock has reviewed and approved the document for its approval. Funds for the City's local share of the costs involved with developing this plan are secured in account number: 101-444-823.000.

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

Sincerely,



Roberto J. Scappaticci, Director of Public Works

y:\admin documents\sidewalk\non motorized pathway system\memo to council - pass through agreement.docx

From: Steve Hitchcock
To: Scappaticci, Roberto
Cc: Hood, Kathy; Marcell, Bobbie; Burcroff, Leroy
Subject: RE: SEMCOG Grant Agreement
Date: Monday, November 23, 2020 11:27:35 AM

Roberto,

I do not have any changes to the agreement and recommend it for approval. I note that this grant is highly regulated by the Federal and State governments and requires certain reporting to SEMCOG. In addition any contract the City enters into with a vendor to perform services under this grant will require inclusion in that contract language mandated in the City contract with SEMCOG.

From: Scappaticci, Roberto <rscappaticci@romulusgov.com>
Sent: Wednesday, November 18, 2020 9:29 AM
To: Steve Hitchcock <sjh@gmhlaw.com>
Cc: Hood, Kathy <khood@romulusgov.com>; Marcell, Bobbie <bmarcell@romulusgov.com>
Subject: SEMCOG Grant Agreement

Steve,

Attached is an agreement with SEMCOG and MDOT awarding the City of Romulus \$40,000 for a grant to create a sidewalk master plan. Please review the language and make sure there is nothing you cannot live without. These agreements are cookie cutter and SEMCOG can rarely change them, however if you see something that poses a liability then we will approach them for changes.

I reviewed the costs and they are acceptable compared to our grant request.

Thanks!

Roberto J. Scappaticci, B.S., S-1
Director of Department of Public Works
12600 Wayne Road
Romulus, MI 48174
(734) 955-8752 – Office
rscappaticci@romulusgov.com



Home of Opportunity

PASS THROUGH AGREEMENT BETWEEN
CITY OF ROMULUS AND
SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS

THIS AGREEMENT, made and entered into this 1st day of November 2020 by and between CITY OF ROMULUS (here in after, together with its assignees and successors in interest, called the "GRANT RECIPIENT") and SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS - a Michigan Regional Planning Commission; 1001 Woodward - Suite 1400, Detroit, Michigan 48226 (hereinafter called SEMCOG). All terms and conditions of the prime contract **2021-0009**, between SEMCOG and the Michigan Department of Transportation are incorporated in this Agreement. In the event of a conflict between the terms and conditions of the subcontract and the prime contract, **2021-0009**, the prime contract prevails.

WITNESSETH:

WHEREAS, SEMCOG, in cooperation with MDOT, FHWA and the FTA, desires to enter into an agreement with the GRANT RECIPIENT;

NOW, THEREFORE, SEMCOG and GRANT RECIPIENT agree that:

GRANT RECIPIENT WILL:

1. GRANT SPECIFICATIONS

- a. The grant award was developed in response to SEMCOG's Planning Assistance Program and approved by the Regional Review Committee.
- b. **SCOPE OF WORK:** GRANT RECIPIENT shall do, perform and complete in a satisfactory manner, as determined by SEMCOG, the work described in the narrative and budget described in Section 27 of this agreement.
- c. **MODIFICATIONS:** Unless prior written approval of SEMCOG is obtained, the GRANT RECIPIENT may not modify or change the proposal, timeline, or budget.
- d. **METRICS and DELIVERABLES:** GRANT RECIPIENT is responsible for the metrics and deliverables proposed in their narrative.

2. ACCOUNTS AND RECORDS

- a. GRANT RECIPIENT will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Agreement.
- b. GRANT RECIPIENT will maintain the RECORDS for at least three (3) years from the date of final payment made by SEMCOG under this Agreement. In the event of a dispute with regard to the

allowable expenses or any other issue under this Agreement, GRANT RECIPIENT will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. SEMCOG and MDOT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, GRANT RECIPIENT will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

3. AUDIT OF ACCOUNTS AND RECORDS

- a. The GRANT RECIPIENT will require audits to be made to determine, at a minimum, the fiscal integrity of financial transactions and reports and the compliance with laws, regulations, and administrative requirements. Audits will be scheduled in accordance with the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended.
- b. Audits are to be performed by an independent accounting firm and must conform to the regulations and procedures established by the federal Office of Management and Budget as set forth in 49 CFR Part 18, as amended, 2 CFR Part 200, as amended, and such other regulations and procedures established by MDOT, the FHWA, and the FTA. All such audits are subject to review and approval by MDOT, the FHWA, the FTA, and the Office of Inspector General.
- c. Audit and Inspection. The GRANT RECIPIENT will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507), and the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended, and the provisions of 1951 PA 51, MCL 247-660h, as applicable, that are in effect at the time of Agreement award with regard to audits.
 - i. Grant recipients expending a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The Seven Hundred Fifty Thousand Dollars (\$750,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.
 - ii. Grant recipients expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds must submit a letter to MDOT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the MDOT federal programs, and the Catalog of Federal Domestic Assistance (CFDA) grant number(s).
 - iii. Grant recipients must complete their single audits electronically through the Federal Audit Clearinghouse website (<http://harvester.census.gov/fac/>). Users are instructed to create an online report ID and then to complete Form SF-SAC prior to submitting their reporting packages. The audit will be completed and submitted electronically within thirty (30) days after receipt of the agency's report(s) or within nine (9) months after the end of the agency's fiscal year, whichever is earlier.
 - iv. Grant recipients will also comply with applicable state laws and regulations relative to audit requirements.

- v. Grant recipients will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.
- vi. All grant recipients are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
- d. The provisions set forth in subsections (a), (b), and (c) above will be included in all contracts and subcontracts relating to this Agreement.

4. BILLINGS AND PROGRESS REPORTS

Submit monthly billing and progress reports to SEMCOG on work accomplished based on the approved grant award narrative and budget. Progress reports will be in a form and manner acceptable to SEMCOG. A billing and progress report will be submitted not later than fifteen (15) days after the end of each billing period.

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

5. FINAL REPORT

Submit a final performance report covering the grant award accomplishments not later than ninety (90) days following the end of the grant award time period.

6. INDEMNIFY AND SAVE HARMLESS

In addition to the protection afforded by any policy of insurance, GRANT RECIPIENT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, MDOT, FHWA, FTA, SEMCOG, and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms or corporations for labor, services, materials, or supplies provided to GRANT RECIPIENT in connection with GRANT RECIPIENT performance under this Agreement; and
- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage or degradation, response and clean-up costs, and for attorney fees and related costs arising out of, under, or by reasons of GRANT RECIPIENT performance under this Agreement, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees; and
- c. Against all claims, suites, costs, damages, and expenses that the State of Michigan, the Michigan State Transportation Commission, MDOT, SEMCOG, FHWA, and/or the FTA may sustain by reason of any scandalous, libelous or unlawful matter obtained or alleged to be obtained in the work, or any infringement or violation by the work of any copyright or property right.

SEMCOG will not be subject to any obligations or liabilities by contractors of GRANT RECIPIENT or its GRANT RECIPIENTS or any other person not a party to the Agreement without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that GRANT RECIPIENT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Agreement that results in claims being asserted against or judgments being imposed against the State of Michigan, SEMCOG, MDOT, the Michigan State Transportation Commission, FHWA, and/or the FTA, as applicable.

In the event that the same occurs, it will be considered as a breach of this Agreement, thereby giving the State of Michigan, MDOT, SEMCOG, the Michigan State Transportation Commission, FHWA, and/or the FTA a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

GRANT RECIPIENT will provide, at grant award cost, public liability, property damage, and workers' compensation insurance, insuring as they may appear all claims that may arise out of the GRANT RECIPIENT operations under this Agreement.

7. APPRAISAL OF GRANT AWARD

Through the SEMCOG staff representative, reserve the right to advise and recommend changes to each task and activity appearing in the narrative and the basic study methods, procedures, and analytical techniques to be applied in carrying out those portions of each portion of the narrative that, in total or in part, are financed with funds from FHWA, or the FTA.

8. STAFF REPRESENTATIVE

Provide a SEMCOG staff representative to assist or otherwise advise GRANT RECIPIENT in the performance of its transportation planning responsibilities as provided herein.

9. DOCUMENT APPROVAL

Develop and maintain appropriate procedures to reflect the various responsibilities of document review and approval at the state and federal levels.

10. REIMBURSABLE COSTS

Reimburse GRANT RECIPIENT for costs properly chargeable in accordance with this Agreement and eligible for federal reimbursement under the provisions of OMB Circular A-87. Reimbursements will be based on actual costs.

11. REIMBURSEMENT TO GRANT RECIPIENT FOR COSTS INCURRED

SEMCOG hereby agrees that payment to the GRANT RECIPIENT shall be made within (10) days of the receipt of payment from the State of Michigan.

12. AUDIT

In the event that an audit performed by or on behalf of SEMCOG indicates an adjustment to the costs reported under this Agreement or questions the allowability of an item of expense, SEMCOG will promptly submit to GRANT RECIPIENT a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to GRANT RECIPIENT at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, GRANT RECIPIENT will (a) respond in writing to SEMCOG indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT and SEMCOG a written explanation as to any questioned or no opinion expressed item of expense hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, GRANT RECIPIENT may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by SEMCOG and MDOT. The RESPONSE will refer to and apply the language of the Agreement. GRANT RECIPIENT agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes SEMCOG and MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT and SEMCOG will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If SEMCOG determines that an overpayment has been made to GRANT RECIPIENT, GRANT RECIPIENT will repay that amount to SEMCOG or reach agreement with SEMCOG on a repayment schedule within thirty (30) days after the date of an invoice. If GRANT RECIPIENT fails to repay the overpayment or reach agreement with SEMCOG on a repayment schedule within the thirty (30) day period, GRANT RECIPIENT agrees that SEMCOG will deduct all or a portion of the overpayment from any funds then or thereafter payable by SEMCOG, to GRANT RECIPIENT under this Agreement or any other agreement or payable to GRANT RECIPIENT under the terms of 1951 PA, as applicable. Interest will be assessed on any partial payments or repayments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by SEMCOG and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. GRANT RECIPIENT expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest SEMCOG's decision only as to any item of expense the disallowance of which was disputed by GRANT RECIPIENT in a timely filed RESPONSE.

13. PROMPT PAYMENT

GRANT RECIPIENT agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment GRANT RECIPIENT receives from SEMCOG. This requirement is also applicable to all sub-tier GRANT RECIPIENTs and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a GRANT RECIPIENT against the SEMCOG or

MDOT. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE GRANT RECIPIENTS.

GRANT RECIPIENT further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE GRANT RECIPIENT payments to MDOT semi-annually in the format set forth in Appendix D, dated July 2010, attached hereto and made a part hereof, or any other format acceptable to MDOT.

14. FHWA AND FTA PARTICIPATION

Certain funding under this Agreement is contingent on participation from year to year by FHWA or FTA. No obligations for such costs not reimbursable by FHWA or FTA will be knowingly entered into and billed to SEMCOG for reimbursement. Incurred costs that are not reimbursable by FHWA or FTA will be the sole responsibility of the GRANT RECIPIENT.

15. FEDERAL LAWS AND REGULATIONS

All applicable federal, state, and local laws, regulations, and ordinances are incorporated into and made a part of this Agreement, and the parties will comply therewith.

16. NONDISCRIMINATION, DBE, AND ENVIRONMENTAL REQUIREMENTS

GRANT RECIPIENT will comply with and will require any contractor or GRANT RECIPIENT to comply with the following:

- a. In connection with the performance of the Agreement, GRANT RECIPIENT (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated March 2010, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.
- b. During the performance of this Agreement, GRANT RECIPIENT, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor"), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR, Part 21) issued pursuant to said Act, including Appendix B, dated March 2010, attached hereto and made a part hereof.
- c. GRANT RECIPIENT will carry out the applicable requirements of the MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof, with respect to the UWP, said UWP allowing GRANT RECIPIENT to operate under the provisions of its own MDOT-approved DBE program.
- d. GRANT RECIPIENT will make achieving environmental justice a part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low income populations.

- e. GRANT RECIPIENT further certifies that it agrees to use the E-Verify system to verify that all persons hired during the contract term by the Contractor are legally present and authorized to work in the United States.

17. REPORT LANGUAGE

All reports published by GRANT RECIPIENT will contain the following statement in the credit line if MDOT or FHWA or FTA does not subscribe to the findings:

"The contents of this _____ (report) reflect the view of _____ (the author), who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view or policies of _____ (the name of nonconcurring party.) This _____ (reports) does not constitute a standard, specification, or regulation."

18. OWNERSHIP OF DATA

Ownership of data collected hereunder will be vested in GRANT RECIPIENT with full rights of free access and use thereto guaranteed to SEMCOG, MDOT, FHWA and FTA, and/or all other participating agencies.

19. PATENT RIGHTS AND COPYRIGHTS

Patent rights and copyrights will be the property of GRANT RECIPIENT. GRANT RECIPIENT will obtain the written approval of the MDOT prior to submitting applications in the name of GRANT RECIPIENT for copyrights or patents on any papers, reports, forms, or other materials that are a part of the GRANT RECIPIENT work as above noted under this Agreement, said approval being necessary before, during, and after the performance of said work by GRANT RECIPIENT with respect to this Agreement. SEMCOG, MDOT, and FHWA and/or FTA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for governmental purposes.

20. UNFAIR LABOR PRACTICES

In accordance with 1980 PA 278, MCL 423.321 *et seq.*; MSA 17.458(22) *et seq.*, GRANT RECIPIENT, in performance of this Agreement, will not enter into a contract with a GRANT RECIPIENT, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Agreement if the name of GRANT RECIPIENT or the name of a GRANT RECIPIENT, manufacturer, or supplier utilized by GRANT RECIPIENT in the performance of this Agreement subsequently appears in the register during the performance of this Agreement.

21. INDIVIDUALS WITH DISABILITIES

GRANT RECIPIENT agrees that not otherwise qualified individuals with disabilities in the United States, as defined in Section 1630.2 of the Americans with Disabilities Act, Title 42, USC 12101, will,

solely by reason of their disabilities, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving benefits under this Agreement.

22. CERTIFICATION

GRANT RECIPIENT signature on this Agreement constitutes GRANT RECIPIENT certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549.

The certification included as a part of this Agreement as Attachment A is Appendix A of 49 CFR Part 29 and applies to GRANT RECIPIENT (referred to in Appendix A as "the prospective primary participant").

GRANT RECIPIENT is responsible for obtaining the same certification from all GRANT RECIPIENTS under this Agreement by inserting the following paragraph in all subcontracts:

"The GRANT RECIPIENT's signature on this Agreement constitutes the GRANT RECIPIENT's certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification included as a part of this Agreement as Attachment B is Appendix B of 49 CFR Part 29."

This certification is required of all GRANT RECIPIENTS, testing laboratories, and other lower tier participants with which GRANT RECIPIENT enters into a written arrangement for the procurement of goods or services provided for in this Agreement.

23. APPROVALS, REVIEWS, AND INSPECTIONS

Any approvals, acceptances, reviews, and inspections of any nature by SEMCOG and MDOT will not be construed as a warranty or assumption of liability on the part of SEMCOG and MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of SEMCOG and MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the performance of the UWP under this Agreement.

Any such approvals, acceptances, reviews, and inspections by SEMCOG and MDOT will not relieve GRANT RECIPIENT of its obligations hereunder, nor are such approvals, acceptances, reviews and inspections by SEMCOG and MDOT to be construed as a warranty as to the propriety of GRANT RECIPIENT performance but are undertaken for the sole use and information of SEMCOG and MDOT.

24. TERMINATION

SEMCOG may terminate this Agreement for convenience or cause, as set forth below, before the services are completed. Written notice of termination will be sent to GRANT RECIPIENT. GRANT RECIPIENT will be reimbursed in accordance with the following:

a. Termination for Convenience:

If SEMCOG terminates this Agreement for convenience, SEMCOG will give GRANT RECIPIENT written notice of such termination thirty (30) days prior to the date of such

termination, and GRANT RECIPIENT will be reimbursed for all costs incurred for work accomplished on the UWP up to receipt of the notice of termination. Such reimbursement will be as set forth in Section 16, but not to exceed the amount set forth in the grant award. SEMCOG will receive the work product produced by GRANT RECIPIENT under this Agreement up to the time of termination, prior to GRANT RECIPIENT being reimbursed. In no case will the compensation paid to GRANT RECIPIENT for partial completion of services exceed the amount GRANT RECIPIENT would have received had the services been completed.

b. Termination for Cause:

In the event GRANT RECIPIENT fails to complete any of the services in a manner satisfactory to SEMCOG, SEMCOG may terminate this Agreement. Written notice of termination will be sent to GRANT RECIPIENT. GRANT RECIPIENT will be reimbursed as follows:

GRANT RECIPIENT will be reimbursed for all costs incurred for work accomplished based upon the grant award narrative and budget up to receipt of the notice of termination. SEMCOG may pay a proportional share for a partially completed work product. The value of such partially completed work product will be determined by SEMCOG based on actual cost incurred up to the estimated value of the work product received by SEMCOG, as determined by SEMCOG. Such actual costs will be as set forth in Section 16, but not to exceed the amount set forth in the grant award. SEMCOG will receive the work product produced by GRANT RECIPIENT under this Agreement up to the time of termination, prior to GRANT RECIPIENT being reimbursed. In no case will the compensation paid to GRANT RECIPIENT for partial completion of the services exceed the amount GRANT RECIPIENT would have received had the services been completed.

In the event that termination by SEMCOG is necessitated by any wrongful breach, failure, default, or omission by GRANT RECIPIENT, SEMCOG will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to GRANT RECIPIENT under this Agreement, as well as any other existing or future contracts or agreements between GRANT RECIPIENT and SEMCOG, for any and all damages and costs incurred or sustained by SEMCOG as a result of its termination of this Agreement due to the wrongful breach, failure, default, or omission by the GRANT RECIPIENT. In the event of termination of this Agreement, SEMCOG may procure the professional services from other sources and hold GRANT RECIPIENT responsible for any damages or excess costs occasioned thereby.

25. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet GRANT RECIPIENT obligation to SEMCOG under this Agreement, GRANT RECIPIENT hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT and SEMCOG due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan.

GRANT RECIPIENT shall require any GRANT RECIPIENTS to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan MDOT and SEMCOG with regard to claims based on goods or services that were used to meet the GRANT RECIPIENT obligation to SEMCOG under this Agreement due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan as a third-party beneficiary.

GRANT RECIPIENT shall notify MDOT and SEMCOG if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the GRANT RECIPIENT obligation to MDOT and SEMCOG under this Agreement may have occurred or is threatened to occur. GRANT RECIPIENT shall also notify MDOT and SEMCOG if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet GRANT RECIPIENT obligation to SEMCOG under this Agreement.

26. TERM OF AGREEMENT

Upon award, this Agreement will be in effect from 11/01/20 through 10/31/21 for amount not to exceed \$40,000 as budgeted in the 2020-2021 Unified Work Program. Reimbursements will be based on actual costs.

Pass-Through Grant Recipient Information:

	Total Funds	Federal Funds	Local Match
FHWA PL 112 Funds CFDA #20.205	\$40,000	\$32,740	\$7,260

Federal Award: November 1, 2020

Federal Award Identification Number (FAIN):

SEMCOG Grant: Consolidated Planning Grant (CPG21)

SEMCOG Project: Local & Public Capacity Billing (21314)

This agreement hereby certifies and guarantees that the local match of **\$7,260** for the Transportation Equity Grant award of **\$40,000** from the SEMCOG Planning Assistance Program, which is funded in the 2020-2021 Unified Work Program for Southeast Michigan, has been properly appropriated and provided by **CITY OF ROMULUS**.

The funds herein provided shall be utilized for transportation planning activities carried out by the hereinafter named authority in accordance with the 2020-2021 Unified Work Program. These are not R&D funds.

27. NARRATIVE AND BUDGET

Grant Recipient: **City of Romulus**

Project Name: **Non-Motorized Transportation Plan Development**

Narrative

Under this project, the City of Romulus will develop a Non-Motorized Transportation Plan that documents the vision of the people, makes the community a place where citizens of every age can safely bike or walk, and entices more people to the area by creating a destination that promotes active lifestyles. The visioning and planning process will include identifying and describing existing facilities of bike routes, bike lanes, sidewalks and crosswalks, as well as policies, plans, ordinances, and places of destinations within the community. Goals will be set to resolve identified gaps and challenges, with strategies developed to achieve those goals. The result will be a planning document that can be used by community leaders/stakeholders to guide future policy and infrastructure projects

that relate to non-motorized activities, and to provide a document that is a basis for future funding strategies for projects identified throughout the process.

Budget

Phase 1: Preparation and Identification of goals, objectives, and strategies	\$10,000
Task 2: Multiple Research Approaches, both Qualitative and Quantitative	\$10,000
Task 3: Develop Comprehensive Draft Planning Document	\$20,000
TOTAL	\$40,000

28. AWARD

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be awarded.

SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS

By: _____
Executive Director

CITY OF ROMULUS

By: _____
Title: _____
Entity Identifier (DUNS#) _____

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

The Michigan Department of Transportation has a responsibility to ensure that contractors comply with federal contracting requirements, including equal opportunity requirements, and to assist in and cooperate with Federal Highway Administration (FHWA) programs to ensure that equal opportunity is afforded to all. In connection with the performance of work under this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract.

In accordance with Public act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

Furthermore, on any federally-assisted contract, the contractor and GRANT RECIPIENT shall comply with the equal employment opportunity provisions of 23 CFR Subpart D—Construction Contract Equal Employment Opportunity Compliance Procedures, 49 CFR Part 21--Non-Discrimination in Federally-Assisted Programs of the Department of Transportation --Effectuation of Title VI of the Civil Rights Act of 1964, Executive Order 11246, Title VII of the Civil Rights Act of 1964 (Title VII), Public Act 220 of 1976, and Public Act 453 of 1976.

2. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
4. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
5. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

6. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each GRANT RECIPIENT, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
7. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
8. The contractor agrees to cooperate with the Department's Project Manager or designee and the Department's Equal Employment Opportunity Officer to resolve any complaints brought against the contractor or any GRANT RECIPIENT on any federally assisted project or program by an employee, applicant for employment, or employee of the Department, regardless of whether or not the employee is employed by the contractor, GRANT RECIPIENT, or the Department, or is an applicant for employment, alleging prohibited discrimination. Prohibited discrimination includes, but is not limited to, sexual harassment, racial discrimination, and other protected categories set forth under Title VII and Public Act 453 of 1976.
9. The contractor shall comply with 23 CFR Subpart D and Executive Order 11246, and as such, the contractor or GRANT RECIPIENT shall conduct a prompt, thorough, and fair investigation of all complaints brought forward under Title VII and Public Act 453 of 1976, in cooperation with the Department's Equal Employment Opportunity Officer.
10. The contractor shall provide a written report detailing the findings of the investigation to the Department's Project Manager and Equal Employment Opportunity Officer when the complaint made against the contractor is by a Department employee or by an applicant for employment. The Department's Equal Employment Opportunity Officer shall review the report for compliance with 23 CFR Subpart D. It is the Department's intent to correct any current acts and prevent any future acts of discrimination arising out of a Title VII or Public Act 453 of 1976 complaint. Title VI complaints will be addressed through the Contractor Compliance Section in the Department's Office of Business Development.
11. The contractor shall include or incorporate by reference the provisions of all applicable covenants set forth in Sections 1 through 10 above in all subcontracts and purchase orders unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each GRANT RECIPIENT or supplier.

Application:

1. On any federally assisted contract, the contractor and GRANT RECIPIENT agree to comply with the equal employment opportunity provisions of 23 CFR Subpart D, 49 CFR Part 21, Executive Order 11246, Title VII, Public Act 220 of 1976, and Public Act 453 of 1976.
2. FHWA responsibilities under 23 CFR Part 230.405: The FHWA has the responsibility to ensure that contractors meet contractual equal opportunity requirements under Title 23 USC and to provide guidance and direction to states in the development and implementation of a program to ensure compliance with equal employment opportunity requirements.
3. FHWA Order 4710.8 clarifies that the Office of Federal Contract Compliance Programs of the Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and its implementing regulations.
4. Failure of the Department to discharge the responsibilities set forth in 23 CFR Part 230.405(b)(1) may result in the U.S. Department of Transportation taking any or all of the following actions (see 23 CFR Part 630, Subpart C, Appendix A):
 - i) canceling, terminating, or suspending the federal aid project agreement in whole or in part;
 - ii) refraining from extending any further assistance to the Department for the program under which the failure or refusal occurred until satisfactory assurance of compliance is received from the Department; and
 - iii) referring the case to the appropriate federal agency for legal proceedings.

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows.

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

Furthermore, on any federally assisted contract, the contractor and GRANT RECIPIENT shall comply with the equal employment opportunity provisions of 23 CFR Subpart D--Construction Contract Equal Employment Opportunity Compliance Procedures, 49 CFR Part 21--Non-Discrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, Executive Order 11246, Title VII of the Civil Rights Act of 1964, Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), and Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act).

2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of GRANT RECIPIENTS, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential GRANT RECIPIENT or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department of Federal Highway Administration in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the Federal Highway Administration, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a GRANT RECIPIENT or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised March 2010

APPENDIX C

Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a GRANT RECIPIENT) must include the following assurance:

The contractor, subrecipient or GRANT RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Appendix D

Prime Consultant Statement of DBE Sub-Consultant Payments

Information required in accordance with 49 CFR §26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs.

PRIME CONSULTANT

☐ CHECK IF PRIME IS
MDOT-DBE CERTIFIED

AUTHORIZATION NO.

CONTRACT NO.

BILLING PERIOD:		Check if Final Payment ☐		JOB NO.					
CERTIFIED DBE SUBCONSUL TANT	SERVICES WORK PERFORMED	TOTAL CONTRA CT AMOUN T	CUMULAT IVE DOLLAR VALUE OF SERVICES COMPLET ED	DEDUCTI ONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS REPORTING PERIOD	DBE AUTHORI ZED SIGNATU RE (Final Payment Report Only)	DATE	

As the authorized representative of the above prime consultant, I state that, to the best of my knowledge, this information is true and accurate

PRIME CONSULTANTS AUTHORIZED REPRESENTATIVE	TITLE	DATE/MO
(signature)		

COMMENTS:

SPECIAL NOTE: "Prime Consultant or Authorized Representative" refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No.," as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the GRANT RECIPIENT for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
PO Box 30050

Lansing, Michigan 48909

Questions about this form? Call Toll-free 1-866-DBE-1264

ATTACHMENT A
(This is a reproduction of Appendix A of 49 CFR Part 29)
**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters – Primary Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not

required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of
 - c. federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - e. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[60 FR 33042, 33064, June 26, 1995]

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions

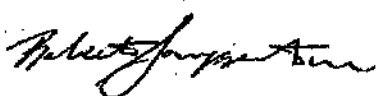
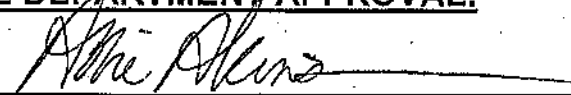
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.]

March 9, 1989



FUNDS VERIFICATION FORM

<u>DEPARTMENT:</u> DPW
<u>FUND NAME:</u> Sidewalks Engineering Fees
<u>ACCOUNT NUMBER/S:</u> 101-444-823.000
<u>PURPOSE FOR REQUEST:</u> Pay local share up to potentially \$7,260 for the non motorized pathway. \$32,740 would be pass through reimbursement.
<u>AMOUNT OF EXPENDITURE:</u> \$40,000.00
<u>SIGNATURE OF DEPARTMENT HEAD:</u> 
<u>FUNDS CURRENTLY AVAILABLE:</u> \$40,000
<u>FINANCE DEPARTMENT APPROVAL:</u> 
<u>DATE:</u> November 23, 2020



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held:

December 7, 2020

Item No. C.

General Description: Piggyback on Omnia Partners Public Sector Contract with Weather Proofing Technologies, Inc.

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: Piggyback on Omnia Partners Public Sector Contract #R180903
with Weather Proofing Technologies Inc.
DATE: August 4, 2020

I concur with the recommendation of Kathy Hood, Asst. DPW Director, and Gary Harris, Purchasing Director, and respectfully request Council's authorization to piggyback on the Omnia Partners Public Sector Contract #R180903, with Weather Proofing Technologies Inc., to perform necessary repairs to the roof at Romulus City Hall totaling \$50,485.00.

Maria Farris, Finance Director, has verified that funds for this purpose are currently available in the General Fund, Building & Grounds, Capital Outlay Expense Account #101-265-970.000.

Motion by _____, supported by _____, to concur with the administration and consent to piggyback on the Omnia Partners Public Sector Contract #R180903, with Weather Proofing Technologies Inc., to perform necessary repairs to the roof at Romulus City Hall totaling \$50,485.00.



MEMORANDUM

DATE: December 2, 2020
TO: Mayor LeRoy Burcroff
FROM: Gary Harris, Purchasing Director
SUBJECT: Piggyback on Omnia Partners Public Sector Contract #R180903 with Weather Proofing Technologies Inc. for necessary roof repairs at City Hall

Assistant Director of the Department of Public Works, Kathy Hood, has requested the City of Romulus contract with Weather Proofing Technologies Inc. to perform necessary repairs to the roof at Romulus City Hall by Piggybacking on the Omnia Partners Public Sector Contract # R180903. An infra-red scan was recently used to determine all the leaks and necessary locations of repair on the city hall roof.

Please be informed that the requirement of the City of Romulus Purchasing Ordinance to solicit competitive bids for this purchase can waived under the exception to competition clause allowing piggybacking on a contract solicited and awarded by another agency and as further outlined in subsection 39-11(d)(10) of the Ordinance:

"The city's procurement by competitive sealed bids shall be waived and the city may piggyback on an existing extendable contract, where the materials, services or goods in combination with services are purchased from a state or local governmental agency's bid that has been sufficiently advertised and was the subject of sealed bids so that in the opinion of the purchasing director or their designee the procedure meets the intent of competitive sealed bidding under this chapter."

Omnia Partners Public Sector (Formerly National IPA) is a nationally approved cooperative purchasing organization for the public sector. All cooperative purchasing contracts available through Omnia Partners, Public Sector are competitively solicited and publicly awarded by a lead agency using applicable procurement laws and regulations.

Region 4 Education Services in the State of Texas acted as the host community for this Omnia Partners solicitation that resulted in a two (2) year contract (March 1, 2019 – February 28, 2021) being awarded to Weather Proofing Technologies Inc/Tremco for Roofing Products and Services/Job Order Contracting. The pricing submitted was per the contract and I am confident that the pricing obtained meets the intent of the competitive sealed bidding requirement of our ordinance.

It is the recommendation of myself and Assistant Director of the Department of Public Works, Kathy Hood to proceed with the purchase. If you concur, please request Council's permission to piggyback on the Omnia Partners Public Sector Contract # R180903, with Weather Proofing Technologies Inc. to perform necessary repairs to the roof at Romulus City Hall totaling \$50,485.00.

Maria Farris, Financial Services Director, has verified that funds for this purpose are currently available in the General Fund, Building & Grounds, Capital Outlay Expense Account (101-265-970.000).

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

Gary Harris
Purchasing Director

CITY OF ROMULUS

TO: Mayor LeRoy D. Burcroff

FROM: Kathryn Hood – Assistant DPW Director

CC: Roberto Scappaticci – DPW Director
Robert McCraight - DPS Director

DATE: November 20, 2020

SUBJECT: Request to Proceed with City Hall Roof Repairs

As allowed under the Piggyback clause of the Romulus Purchasing Ordinance we would like to proceed with necessary roof repairs at City Hall through an existing extendable bid through Omnia – Contract #R180903 – with Weather Proofing Technologies. The total price for the roof repairs is \$50,485.00.

Therefore, we are requesting Council's permission to piggyback on Omnia contract #R180903 with Weather Proofing Technologies.

Funds for this purchase are budgeted for in account #101-265-970.000 Building and Grounds Capital Outlay.

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

September 6, 2018

Paul Hoogenboom
President
Weatherproofing Technologies, Inc.
3735 Green Road
Beachwood, OH, 44122

Re: Award of Contract # R180903

Dear Mr. Hoogenboom:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on August 27, 2018, National IPA is pleased to announce that Weatherproofing Technologies, Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP# 18-09) submitted on July 26, 2018:

Commodity/Service

Roofing Products, Services, and
Job-Order-Contracting Services.

Supplier

Weatherproofing Technologies, Inc.

This contract is effective March 1, 2019 and will expire on February 28, 2021. As indicated above, your Contract # is R180903. This contract may be renewed annually for an additional three (3) years if mutually agreed by Region 4 ESC/National IPA and Weatherproofing Technologies, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Clint Pechacek, Contract Manager assigned to your contract at phone (713) 554-7349 or clint.pechacek@nationalipa.org

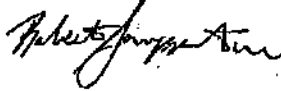
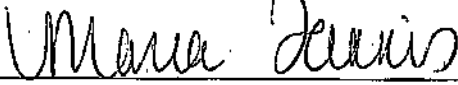
Sincerely,

Clint Pechacek

Contract Manager



FUNDS VERIFICATION FORM

<u>DEPARTMENT:</u> DPW
<u>FUND NAME:</u> Building and Grounds Capital Outlay
<u>ACCOUNT NUMBER/S:</u> 101-265-970.000
<u>PURPOSE FOR REQUEST:</u> City Hall Roof Repairs
<u>AMOUNT OF EXPENDITURE:</u> \$50,485.00
<u>SIGNATURE OF DEPARTMENT HEAD:</u> 
<u>FUNDS CURRENTLY AVAILABLE:</u>
<u>FINANCE DEPARTMENT APPROVAL:</u> 
<u>DATE:</u> 1-15-20



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held:

December 7, 2020

Item No. D.

General Description: ITB 20/21-07 Five Year Contractual Services Contract - GIS/Cityworks

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: ITB 20/21-07 Five Year Contractual Services Contract --
GIS/Cityworks Services
DATE: December 2, 2020

I concur with the recommendation of Roberto Scappaticci, DPW Director, and Gary Harris, Purchasing Director and respectfully request Council award ITB 20/21-07 to the most responsive bidder Ritter GIS Inc., for a five (5) year contract for professional services for the maintenance, enhancement, and continued development of the geographical information systems (GIS) of the City of Romulus and existing Cityworks databases. Costs for this will be budgeted for each fiscal year and will not exceed the budget.

Maria Farris, Finance Director, has verified funds for this acquisition have been budgeted and are available in the Water & Sewer Funds, Contractual Services Expense Accounts #592-590-818.000 and 592-591-818.000.

Motion by _____, supported by _____, to concur with the administration and award ITB 20/21-07 to the most responsive bidder Ritter GIS Inc., for a five (5) year contract for professional services for the maintenance, enhancement, and continued development of the geographical information systems (GIS) of the City of Romulus and existing Cityworks databases. Costs for this will be budgeted for each fiscal year and will not exceed the budget.



MEMORANDUM

DATE: December 1, 2020
TO: Mayor LeRoy D. Burcroff
FROM: Gary Harris, Purchasing Director
SUBJECT: ITB 20/21-07 FIVE YEAR CONTRACTUAL SERVICES CONTRACT - GIS/CITYWORKS SERVICES

Bids were solicited to contract for professional services for the maintenance, enhancement and continued development of the geographical information systems (GIS) of the City of Romulus and the existing Cityworks (a product of Azteca Systems, LLC) databases for a contract term of 5 years.

Bid documents were made available to download from the MITN Purchasing Group page of BidNet Direct at www.mitn.info. The MITN System notified 132 companies of the bid and of them, 33 companies downloaded the bid specifications and 3 companies were informed by email of the bidding opportunity (See Bidder's list attached).

On 11/24/2020, 2 bids were received and publicly opened via a Zoom Meeting.

Please note the apparent low bidder, AED Aero Inc. has been deemed unresponsive due to the exception they have of not being on site to service the account. AED Aero proposes to work remotely under exceptions in their bid. The bid documents clearly state the vendor shall have a staff member present at the DPW.

I concur with the recommendation of DPW Director, Roberto Scappaticci to award the contract to the most responsive bidder Ritter GIS Inc., for a five (5) year period. Costs for this will be budgeted for each fiscal year and will not exceed the budget.

Maria Farris, Finance Director, has verified that funds for this acquisition have been budgeted for and are available in the Water & Sewer Funds, Contractual Services Expense Accounts, (592-590-818.000 & 592-591-818.000).

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, Director of Purchasing
FROM: Roberto J. Scappaticci, Director of Department of Public Works
CC: Kathy Ritter, Assistant Director of DPW
DATE: November 25th, 2020
SUBJECT: Award of ITB 20/21-07 – GIS Contract

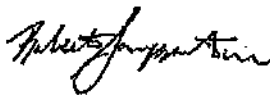
Dear Gary,

The DPW has reviewed the bids submitted by both Ritter GIS, Inc. and AED Aero GIS. The apparent low responsive bidder is Ritter GIS, Inc., as they have no exceptions to the bid as advertised. AED Aero has exception to the bid, they are located in Maryland, and due to this location they cannot be on-site to service the account. The bid advertisement clearly stated that the vendor shall have a staff member present at the DPW.

Based on this, it is the DPW's recommendation to award the above referenced 5 year contract to Ritter GIS, Inc.

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\gis\2020 new contract\recommendation_memo_dpw.docx

MINUTES OF ITB 20/21-07 Five Year Contractual Services Contract - GIS/Cityworks Services

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, 11/24/2020.

The following were present for the opening:

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

2 sealed bids were received and publicly opened.

Ritter GIS Inc.
AED Aero Inc

A copy of the tabulation sheet is attached.

Respectfully submitted,



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 20/21-07 held on 11/24/2020.



Gary Harris,
Purchasing Director

TABULATION SHEET

ITB 20/21-07

Five Year Contractual Services Contract - GIS/Cityworks Services

COMPANY	AED Aero, Inc	Ritter GIS, Inc.	
Technician Hourly Rate Year One	\$65.28	\$85.00	\$
Technician Hourly Rate Year Two	\$67.24	\$85.00	\$
Technician Hourly Rate Year Three	\$69.26\$	\$85.00	\$
Technician Hourly Rate Year Four	\$71.34	\$85.00	\$
Technician Hourly Rate Year Five	\$73.48\$	\$85.00	\$
"Per Child" Parcel Update required by Department of Assessment Annually	\$75.68 Hour	\$45.00	\$
Exceptions?	Yes Would Work Remotely	None	
Payment Terms	Net 30	NA	
Insurance?	Yes	Yes	
Attachment I General Questionnaire and References?	Yes	Yes	
Attachment II – (Company Created) Exceptions to Specifications?	NA	NA	
Attachment III – City of Romulus Contractual Services Agreement	Yes	Yes	
Attachment IV – (Company Created) Additional Reimbursable Charges	Yes	NA	
Attachment V - (Company Created) Company's Statement of Qualifications	Yes	Yes	
Certified	Yes	Yes	

PUBLICLY OPENED VIA ZOOM MEETING, 3:00:00 PM, Tuesday, 11/24/2020 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	Assistant DPW Director
4			
5			
6			
7			

VENDOR LIST

ITB 20/21-07 Five Year Contractual Services Contract - GIS/Cityworks Services

Ritter GIS
Doug Ritter
doug@rittergis.com

North Arrow Technologies – Fenton Michigan
Jeff Lewis
jlewis@northarrowtech.com

Power Engineers – Ann Arbor Michigan
Gregory Meyet
Business Development Manager
gregory.meyet@powereng.com

920-432-2294 Direct

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: 09/23/2020
I HEREBY REQUEST THAT COMPETITIVE BIDS BE LET FOR THE FOLLOWING MATERIAL, EQUIPMENT OR SERVICE: GIS / CITYWORKS SERVICES		
PURPOSE: GIS/CITYWORKS SERVICES		
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	
592-590-818.000	\$ 16,640.00	
592-591-818.000	\$ 16,640.00	
	\$	
SIGNATURE OF DEPARTMENT HEAD: <i>Kathryn Hood</i>		

FINANCE DEPARTMENT APPROVAL		
FUNDS AVAILABILITY		
ACCOUNT/S NUMBER	\$ FUNDS AVAILABLE	
592 590 818 000 16,640 Annually	\$ 44,927.50	
592 591 818 000 16,640 Annually	\$ 125,941.85	
All funds currently encumbered on PO 20-8431, will liquidate upon award		
SIGNATURE OF FINANCE DEPARTMENT: <i>Vernon Morse</i>	DATE:	9/25/2020

ADMINISTRATIVE APPROVAL	
I HAVE REVIEWED THE REQUEST AND AUTHORIZE TO LET FOR COMPETITIVE BIDS.	
SIGNATURE OF MAYOR: <i>[Signature]</i>	DATE: 9-22-20

AVAILABILITY OF FUNDS FOR AWARD	
THE BID SHALL BE AWARDED IN THE AMOUNT OF \$ <u>Not to exceed budgeted funds (33,280 in FY 20/21)</u>	
I AFFIRM THAT THE FUNDS ARE AVAILABLE IN THE ABOVE MENTIONED ACCOUNT/S	
FINANCE DEPT. APPROVAL: <i>Maria Jarvis</i>	DATE: NOV 30, 2020



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held:

December 7, 2020

Item No. E.

General Description: ITB 20/21-10 Official Publications - Newspaper 2021

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: ITB 20/21-10 Official Publications -Newspaper 2021
DATE: December 3, 2020

It is necessary to select an Official Publications Newspaper for the publication of all City notices for the 2021 Calendar year. Bids were let and two bid packages were received for consideration. City Clerk Ellen-Craig-Bragg has reviewed the bid packages and defers to City Council to select the successful bidder.

In accordance with Romulus City Charter, Section 6.12 "Official Newspaper" an official newspaper must be selected by City Council *"prior to its first regular meeting in December of each year"*.

Abbie Akins, Assistant Finance Director, has verified funds for this acquisition have been budgeted and are available in the General Fund, Clerk and Elections, Printing & Publications Expense accounts #101-215-900.000 and #101-262-900.000.

Should City Council select Associated Newspapers as the 2021 official newspaper the motion should include at a per column inch price of \$4.75 per inch.

Should City Council select the Telegram News as the 2021 official newspaper the motion should include at a per column inch price of \$4.50 per inch.

Motion by _____, supported by _____, to award Bid ITB 20/21-10 Official Publications Newspaper for the publication of all City notices to _____ for the calendar year 2021 at a per column inch price of _____ per inch.



MEMORANDUM

DATE: December 01, 2020
TO: Mayor LeRoy D. Burcroff
FROM: Gary Harris, Purchasing Director
SUBJECT: ITB 20/21-10 – 2021 OFFICIAL NEWSPAPER

Bids were solicited for a one year contractual services contract with a qualified publisher for the purpose of establishing the official newspaper for the publishing of all legal notices for the City of Romulus, Clerk's Office.

On November 19, 2020 notice of the bidding opportunity and copies of the solicitation documents were emailed to the list of companies provided by the Clerk's Office (See Bidder's list attached).

On December 1, 2020, two bids were received and publicly opened.

Abbie Akins, Assistant Finance Director has verified that funds for this acquisition have been budgeted for and are available in the General Fund, Clerk and Elections, Printing & Publications Expense Accounts (101-215-900.000 & 101-262-900.000).

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

Gary Harris,
Purchasing Director



Memo

To: Gary Harris, Purchasing Director
From: Ellen L. Craig-Bragg, Clerk
Date: December 2, 2020
Re: Bid ITB 20/21-10, 2021 Official Newspaper

I am requesting that Bid ITB 20/21-10, 2021 Official Newspaper, be placed on the December 7, 2020, Council meeting agenda under the Mayor's report and request for Council vote to designate an official newspaper for the City of Romulus in accordance with Romulus City Charter, Section 6.12, Official Newspaper.

Section 6.12. Official Newspaper

At or prior to its first regular meeting in December of each year, the Council, after investigating the circulation, rate, quality of printing, deliveries and responsibility of available newspapers, and after receiving bids, shall designate some newspaper of general circulation in the City which is qualified to publish legal notices under the laws of the State of Michigan, as the official newspaper of the City for the next twelve (12) months. All notices, ordinances, and other records required by the provisions of this Charter to be published shall be published in said official newspaper in the manner and form in this Charter provided; provided, however, that the Council may order additional publications of any such notice, ordinance or other record in other newspapers, in any financial or trade paper, journal or magazine. If, at any time, no newspaper has been designated as the official newspaper of the City, or in case the newspaper designated as the official newspaper of the City ceases regular publication or is violating any of the terms of its contract, the Council shall order publication of such notices, proceedings, ordinances, or other records as are required to be published, in some other newspaper printed in the English language and circulated in the City; provided, however, that the City shall not be without an official newspaper more than thirty (30) days.

Historically, the bid has been awarded to the lowest, qualified bidder. Please keep in mind that due to Covid-19 many newspapers have switched to a digital platform to publish and/or circulate their newspapers. Further, the Charter does not define "general circulation" or its composition.

I therefore recommend that a legal opinion which defines "general circulation" be included in the packet in order for Council to appropriately designate an Official Newspaper for the City of Romulus.

MINUTES OF ITB 20/21-10 – 2021 OFFICIAL NEWSPAPER

The public Zoom opening of the afore mentioned ITB was held Tuesday, December 1, 2020 at 3:00 PM, in the Council Chambers at Romulus City Hall.

The following were present for the opening:

Gary Harris – Purchasing Director
Lynn Conway – Purchasing Advisor
Gina Steward- Telegram Newspaper

2 sealed bids were received and publicly opened.

Associated Newspapers of Michigan
Telegram Newspaper

A copy of the tabulation sheet is attached.

Respectfully submitted,



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 20/21-10 held on 12/01/2020.



Gary Harris,
Purchasing Director

VENDOR LIST
ITB 20/21-10 - 2021 OFFICIAL NEWSPAPER

Susan Willett
Associated Newspapers
P.O. Box 6320
Plymouth, MI 48170
Email: swillett@journalgroup.com
ads@journalgroup.com

Angela Kulfan
Detroit Media Partnership
6200 Metropolitan Parkway
Sterling Heights, MI 48312
Email: akulfan@michigan.com

Lynn Dropping
News Herald
Classified Department
48 W. Huron
Pontiac, MI 48342
Email: legals@heritage.com
jalley@thenewsherald.com
legals@thenewsherald.com

Gina Wilson Steward
Telegram Newspaper
10748 W. Jefferson Avenue
River Rouge, MI 48218
Email: telegram@telegramnews.net
ginacsteward@gmail.com

Heritage Media
One Heritage Drive, Suite 100
Southgate, MI 48195
E-mail: jalley@heritage.com

TABULATION SHEET ITB 20/21-10 – 2021 OFFICIAL NEWSPAPER

COMPANY	Telegram Newspaper	Associated Newspapers
8 PT. BODY TEXT/per column Inch	\$4.50	\$4.75
9 PT. BODY TEXT/per column Inch	\$4.50	\$4.75
10 PT. BODY TEXT/per column Inch	\$4.50	\$4.75
12 PT. BODY TEXT/per column Inch	\$4.50	\$4.75
Illustrations/Images	\$4.50	\$4.75
Other Charges?	Inserts \$40/1000 8.5 X 11	
# of Column Inches per Page	96	105
# of Column Inches per Page	96	105
# of Column Inches per Page	96	105
# of Column Inches per Page	96	105
# Years Serving Romulus W/O Interruption	14	75
Frequency Of Publication	Weekly	Weekly
Number of Carriers	2	1
Number of News stands	5	2
Total Weekly Circulation Within Romulus?	2000 (Pre-COVID)	1976
Cost Per Issue?	.50	.75
Day Paper Is Published?	Thursday	Thursday
Deadline For Submitting Legals Weekly (Day And Time)?	Friday	Friday
Will A Reporter Be Assigned To The City?	Yes	Yes
Approximate Number Of Hours Per Week	15	10 or as needed
Can Accept Legals Electronically?	Yes	Yes
Microsoft Office Word 2007	Yes	Yes
PDF	Yes	Yes
JPEG	Yes	Yes
PNG	Yes	Yes
FAXED	Yes	No
Can accept camera ready slicks for events?	Yes	Yes
Does the newspaper have a website?	Yes	Yes
Can the publication be viewed online?	Yes	Yes
Is "Attachment IV – Sworn Statement of Circulation" included?	Yes	Yes
Is Attachment V- Sample Doc. #1? COST	Yes-\$540	Yes \$422.11
Is Attachment VI- Sample Doc #2? COST	Yes \$297	Yes \$227.09
Is Attachment VII- Sample Doc #3? COST	Yes \$121.50	Yes \$98.24
Is Attachment VIII- Sample Doc #4? COST	Yes \$81.00	Yes \$63.59
Will any Free ad space shall be provided to the City?	6 1/2 page color ads	4 1/4 pg color for events
Will any ad space shall be provided at a discounted or special rate to the City?	6 1/4 pg ads at no cost	1/2 reg rate for add'l ads
Exceptions?	None	None
CERTIFIED?	Yes	Yes

PUBLICLY OPENED 3:00 pm, Tuesday, December 1, 2020 in the Romulus Council Office

THOSE IN ATTENDANCE:

#	NAME	COMPANY	TITLE
1	Gary Harris	City of Romulus	Purchasing Director
2	Lynn Conway	City of Romulus	Purchasing Advisor
3			
4			
5			
6			
7			
8			

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 Gary Harris

DEPARTMENT NAME: Clerk's Office		DATE: 10-10-2020
I HEREBY REQUEST THAT COMPETITIVE BIDS BE LET FOR THE FOLLOWING MATERIAL,		
PURPOSE: To let for bids for the City of Romulus Official Newspaper publications		
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	General Fund 2021/2022	
ACCOUNT INFORMATION		
ACCOUNT/S NUMBER	\$ AMOUNT BUDGETED	
Printing and Publications 101-215-900.000	\$ 8,500	
101 262 900000	\$ 1,500	
	\$	
SIGNATURE OF DEPARTMENT HEAD: <i>Ellen L. Chaffin</i>		DATE: 11/10/2020

FINANCE DEPARTMENT APPROVAL

FUNDS AVAILABILITY	
ACCOUNT/S NUMBER	\$ FUNDS AVAILABLE
101 215 900 000	\$ 4,000 as of 11/13/2020
101 262 900 000	\$ 1,000 as of 11/13/2020
	\$
SIGNATURE OF FINANCE DEPARTMENT: <i>Mona Jarvis</i>	DATE: NOV 13, 2020

ADMINISTRATIVE APPROVAL

I HAVE REVIEWED THE REQUEST AND AUTHORIZE TO LET FOR COMPETITIVE BIDS.	
SIGNATURE OF MAYOR: <i>Eric Roy D. Bucroff/mc</i>	DATE: 11/13/2020

AVAILABILITY OF FUNDS FOR AWARD

THE BID SHALL BE AWARDED IN THE AMOUNT OF \$ <i>Not to exceed budgeted funds (\$10,000 per Fiscal Year)</i>	
I AFFIRM THAT THE FUNDS ARE AVAILABLE IN THE ABOVE MENTIONED ACCOUNT/S	
FINANCE DEPT. APPROVAL: <i>John Atkins</i>	DATE: 12/2/20



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: December 7, 2020

Item No. F.

General Description: Introduction of Budget Amendment 20/21-11
DPW

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: Introduction of Budget Amendment 20/21-11
DATE: December 2, 2020

I am hereby requesting introduction of Budget Amendment 20/21-11 to recognize Grant Contribution from SEMCOG and reducing General Fund Balance of \$7,260.00.

Motion by _____, supported by _____ to concur with the administration and introduce budget amendment 20/21-11 to recognize Grant Contribution from SEMCOG and reducing General Fund Balance of \$7,260.00.

MEMORANDUM

TO: Mayor LeRoy D. Burcroff

FROM: Finance Department *MSJ*

DATE: December 1, 2020

SUBJECT: Budget Amendment 20/21 - 11

<u>FUND/DEPT.</u> <u>ACCOUNT NO.</u> DPW	<u>ACCOUNT NAME</u>	<u>CURRENT</u> <u>BUDGET</u>	<u>AMENDMENT</u>	<u>AMENDED</u> <u>BUDGET</u>
<u>Revenue</u>				
101-000-585.000	Contribution from SEMCOG	-	32,740.00	40,000.00
<u>Expenditure</u>				
101-444-823.000	Sidewalk Engineering Fees	8,000.00	40,000.00	48,000.00
<u>Fund Balance</u>				
101-000-390.000	General Fund Balance	7,861,293.00	(7,260.00)	7,854,033.00

To recognize Grant Contribution from SEMCOG and reducing General Fund Balance of \$7,260.00

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Maria Farris, Finance Director

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

CC: Robert McCraight, Director of Public Services
Kathy Hood, Assistant Director of Department of Public Works
Abbie Akins, Assistant Finance Director

DATE: December 1st, 2020

SUBJECT: Budget Transfer - Non-Motorized Pathway Grant Agreement

I am requesting that the attached budget transfer for the Non-Motorized Pathway Grant Agreement be approved and included with the corresponding action item which is being presented to City Council on December 7th, 2020.

Should there be any questions regarding this matter please feeling free to contact me at 734-955-8752 or rscappaticci@romulusgov.com.

Sincerely,



Roberto J. Scappaticci, Director of Public Works

s:\dpw_admin\admin documents\2020 memos\memo to council - budget transfer for pathway agreement.docx

BUDGET AMENDMENT FORM

INCREASE		INCREASE	
Account Number/Name	Amount	Account Number/Name	Amount
101-444-823.000 Sidewalk Engineering Fees	\$40,000	101-000-585.000 Contribution from SEMCOG	\$32,740
		DECREASE	
		101-000-390.000 General Fund Fund Balance	\$7,260
	\$40,000		\$40,000

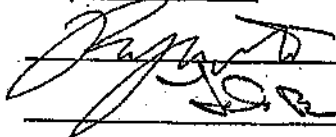
PURPOSE:

To allocate expenses and recognize the expected reimbursement from SEMCOG for the City's pathway systems grant as presented to City Council at the December 7th regular meeting.

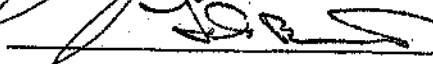
DATE:

11/30/2020

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

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held:

December 7, 2020

Item No. G.

General Description: Introduction of Budget Amendment 20/21-12

Clerk

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: Introduction of Budget Amendment 20/21-12
DATE: December 2, 2020

I am hereby requesting introduction of Budget Amendment 20/21-12 to recognize grant revenue and expenditures for grant awarded on September 23, 2020 for CTCL, Safe and Secure Election.

Motion by _____, supported by _____ to concur with the administration and introduce budget amendment 20/21-12 to recognize grant revenue and expenditures for grant awarded on September 23, 2020 for CTCL, Safe and Secure Election.

MEMORANDUM

TO: Mayor LeRoy D. Burcroff
FROM: Finance Department
DATE: December 1, 2020 *MSF*
SUBJECT: Budget Amendment 20/21 - 12

<u>FUND/DEPT.</u> <u>ACCOUNT NO.</u> CLERK	<u>ACCOUNT NAME</u>	<u>CURRENT</u> <u>BUDGET</u>	<u>AMENDMENT</u>	<u>AMENDED</u> <u>BUDGET</u>
<u>Revenue</u>				
101-262-576.262CTCLSE	CTCL Safe Election Grant	-	\$ 16,645.00	\$ 16,645.00
<u>Expense</u>				
101-262-818.000CTCLSE	Election Contractual Services	-	\$ 16,645.00	\$ 16,645.00

To recognize grant revenue and expenditures for grant awarded on September 23, 2020 for CTCL, Safe and Secure Election.

MEMORANDUM

To: Maria Ferris, Director of Finance

From: Ellen L. Craig-Bragg, Clerk

Date: November 19, 2020

Re: Request Budget Amendment to transfer COVID-19 Response Grant funds

I am submitting the attached budget amendment request form to transfer COVID-19 Response Grant funds in the amount of \$16,645 to general funds, Election-Contractual Services, account number 101-262-818.000-CTCLSE; and that the foregoing is placed on the next scheduled City Council meeting agenda for Council approval.

These funds are allocated for the purpose of election administration in the November 3, 2020, Presidential General Election.

See attached COVID-19 Grant Funds award letter.

BUDGET AMENDMENT FORM

INCREASE		INCREASE	
Account Number /Name	Amount	Account Number /Name	Amount
101-262-576.262-CTCLSE CTCL Safe Election Grant	\$ 16,645	101-262-818.000-CTCLSE Contractual Services	\$ 16,645
TOTAL	\$ 16,645	TOTAL	\$ 16,645

PURPOSE: Transfer grant monies awarded to Contractual Services to supplant increase in wages for Election Inspectors assigned to work during the November 3, 2020 Presidential General Election

DATE: 11/19/2020

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.



CENTER FOR
TECH AND
CIVIC LIFE

September 23, 2020

Romulus City, Michigan
City Clerk
11111 Wayne Road
Romulus, MI 48174

Dear Ellen Craig-Bragg,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Romulus City, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of the Romulus City Clerk ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: \$16,645.00 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Romulus City in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).

2. This grant shall be used only for the Purpose described above, and for no other purposes.
3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Personal protective equipment (PPE) for staff, poll workers, or voters, Poll worker recruitment funds, hazard pay, and/or training expenses; and Temporary staffing. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the Municipal Clerk ("the Election Department") or fail to appropriate or provide previously budgeted funds to the Election Department for the



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

PAGE 2

term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.

9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.

10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandcivicliflife.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,

Tiana m. johnson

Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life

GRANTEE

By: _____



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

PAGE 3

Title: _____

Date: _____



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

PAGE 4



City of Romulus

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

Council Meeting Held: **December 7, 2020**

Item No. A.

General Description: Second Reading, Final Adoption of Budget Amendment 20/21-10 Water & Sewer fund, introduced at 11/23/20 regular City Council meeting

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, Clerk

Date: December 7, 2020

Re: Second Reading & Final adoption of Budget Amendment 20/21-10 Water and Sewer Fund

For second reading and final adoption of a Budget Amendment 20/21-10 for the Water and Sewer Fund.

This amendment was introduced at the regular City Council meeting on November 23, 2020

MEMORANDUM

TO: Mayor LeRoy D. Burcroff
FROM: Finance Department *Ac*
DATE: November 18, 2020
SUBJECT: Budget Amendment 20/21 - 10

<u>FUND/DEPT.</u> <u>ACCOUNT NO.</u> WATER & SEWER FUND	<u>ACCOUNT NAME</u>	<u>CURRENT</u> <u>BUDGET</u>	<u>AMENDMENT</u>	<u>AMENDED</u> <u>BUDGET</u>
<u>Expenditure</u>				
592-591-989.000 Barth1	Barth Road Water Main Project	-	2,500,000.00	2,500,000.00
<u>Retained Earnings</u>				
592-000-395.000	Retained Earnings	8,691,598.00	(2,500,000.00)	6,191,598.00

For Barth Road Water Main Project

INTEROFFICE MEMORANDUM

TO: Mayor Leroy Burcroff
FROM: Maria Farris, Finance Director
SUBJECT: Request Budget Amendment for Barth Road Project.
DATE: November 23, 2020

This request is for the Barth Road Reconstruction Budget Amendment. The request is based on several meetings and discussions with Roberto Scappaticci, Director of Public Services about the safety of this road and water main issue.

Therefore, DPW is requesting \$2,500,000.00 from the Water and Sewer Fund for the completion of this project with the water main construction.

This has no effect on the General Fund's balance. We would like to request a budget amendment to transfer funds into the 20/21 budget.

Should you concur, I respectfully request this budget amendment request to City Council for approval on November 23, 2020.

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

CC: Mayor Leroy Burcroff
Roberto Scappaticci, Director of Public Works
Robert McCraight, Director of Services
Julie Wojtylko, Chief of Staff

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Maria Farris, Director of Finance

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: November 12th, 2020

SUBJECT: Barth Road Reconstruction Budget Amendment

Dear Maria,

As you are aware, Barth Road, from Huron River Drive to Hannan Road, was budgeted to be resurfaced in the 2021 construction season. Currently, \$770,000.00 is budgeted for road replacement only. During initial design investigation, the DPW learned that it would be prudent to replace the water main under Barth Road simultaneously during road construction due to its deficiency with providing fire protection to the corridor. OHM has analyzed the system and noted that the current condition of the 8" water main only provides roughly 780 gpm of available fire flows.

As such, OHM has recommended to increase the pipe from an 8" pipe to a 12" pipe which will meet the City's minimum requirement of delivering 1500 gpm to the corridor according to the International Fire Code adopted by the City of Romulus. In addition, as part of a study conducted by DPW and OHM, we note that the existing Barth Road water main has sedimentation creating rust water complaints into the DPW. This replacement will alleviate this situation and provide the utmost water quality to our residents.

Therefore, the DPW is requesting that a budget amendment be presented to council for not to exceed amount of **\$2,500,000.00** from the Water and Sewer Fund for the completion of this project with water main construction. Please note that the DPW will build into the contract a termination clause that if the Pandemic situation impacts the City's cash flow, this project will be terminated with no further costs to the City.

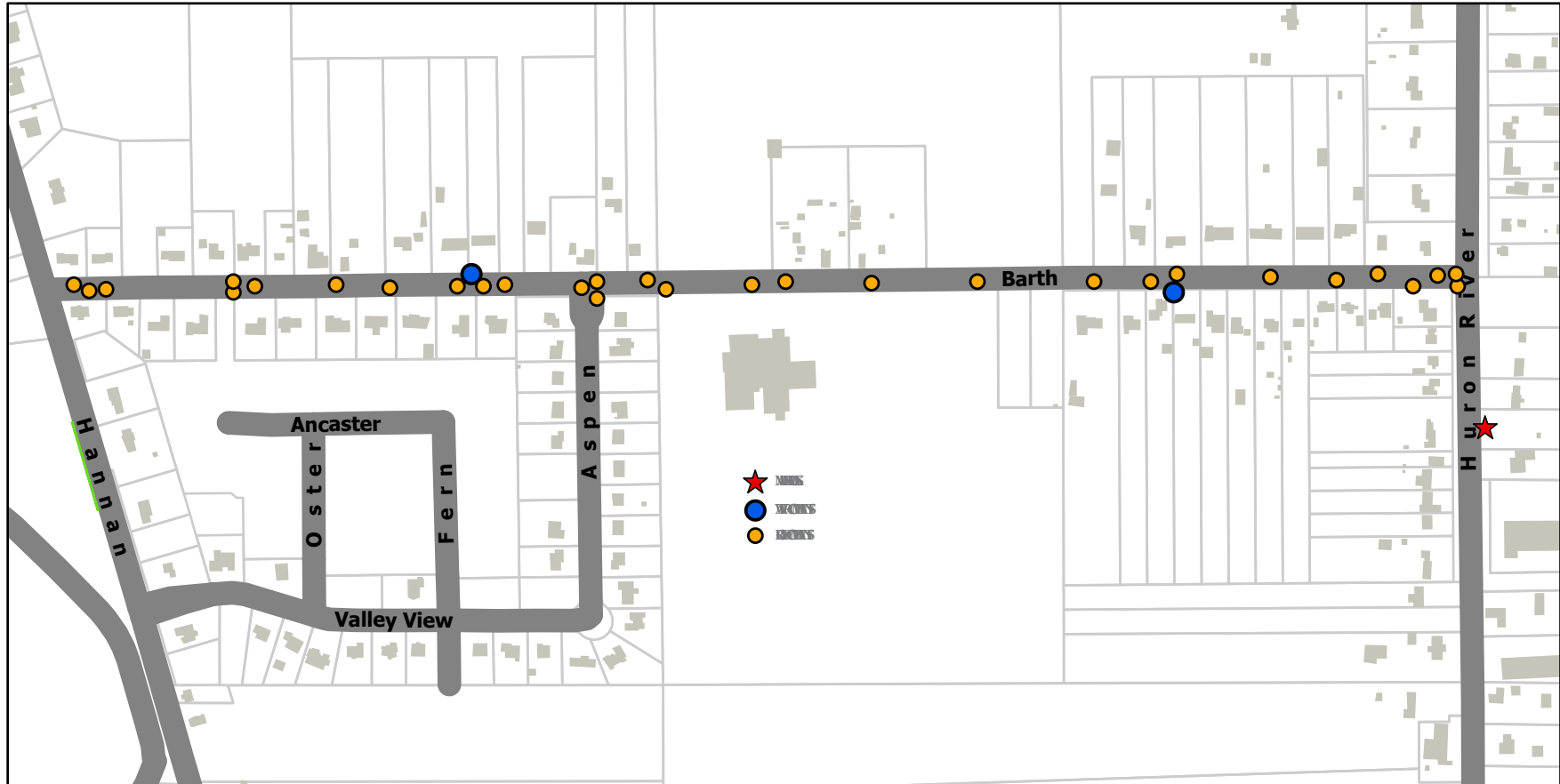
Sincerely,



Roberto J. Scappaticci, Director of Public Works

y:\admin documents\roads\barth road\design\memo to council.docx

Barth Road Complaints



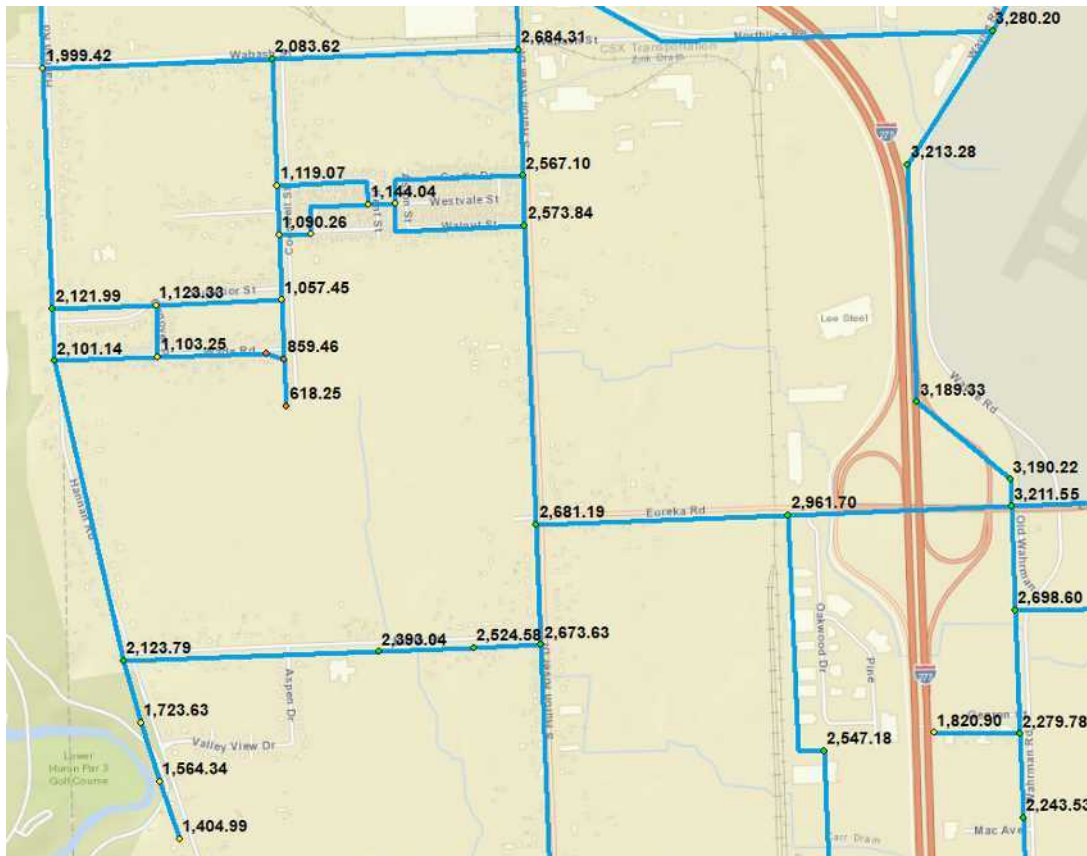


This falls below what we would recommend for available fire flows. For public safety, flows for a residential area are recommended to be a minimum of 1000 GPM and for a commercial area to be a minimum of 2000 GPM. Considering this we looked at what level of fire flows would be anticipated if the main were to be reconstructed. A new water main would provide a lower roughness factor and provided great water flow and pressure. Assuming the main were replaced with a new 8-inch main flows would be expected to increase up to a minimum of ~1,640 GPM.



New 8-inch Water Main Fire Flow, Barth St. (Max day @ 20 psi)

Replacing the existing main with a new 8-inch water main would greatly increase the available fire protection along Barth Street. However, as Barth Elementary School is within the influence of the water main in question we feel this area should be treated as if it were a commercial site in terms of fire protection, and strictly replacing the main with a new 8-inch main does not meet the recommended 2000 GPM. As such OHM also looked at what it would take to meet the recommended fire flows given the presence of the school. Assuming the proposed main were replaced and size increased to a 12-inch we found the available fire flows could be anticipated to be ~2,390 GPM.



New 12-inch Water Main Fire Flow, Barth St. (Max day @ 20 psi)

Upon checking the model for the water main along Barth Street, and considering the presence of the school, we conclude that any water main replaced along this corridor should be replaced with a 12-inch diameter main. If you have any questions please let us know.

BUDGET AMENDMENT FORM

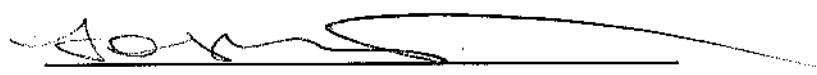
INCREASE		DECREASE	
Account Number /Name	Amount	Account Number /Name	Amount
592-591-989.000Barth	\$2,500,000.00	592-000-390.000	\$2,500,000.00
TOTAL	<u>\$2,500,000.00</u>	TOTAL	<u>\$2,500,000.00</u>

PURPOSE:

Barth Road Project and
Water Main Project
Completion.

DATE: 11/23/2020

Department Head Signature: Maria Farris

Mayor's Authorization: 

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



City of Romulus

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

Council Meeting Held:

December 7, 2020

Item No. B.

General Description: Approval of appointments to Board of Review - Alternate Members

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, City Clerk

Date: December 7, 2020

Re: Recommendation to Appoint Alternate Members to Board of Review

The Executive Advisory Committee met on December 3, 2020 to discuss the recommendation from Julie Albert (Director of Assessing & Financial Services), to appoint Gary Harris and Jill Lambert to serve as “Alternate Members” to the Romulus Board of Review with terms beginning 01/01/2021 and ending 12/31/2022. (Please see attached memo from Director Albert)

MCL 211.28(3) says “A township board may appoint not more than 2 alternate members for the same term as regular members of the board of review. Each alternate member must be a property taxpayer of the township. Alternate members shall qualify by taking the constitutional oath of office within 10 days after appointment. The township board may fill any vacancy that occurs in the alternate membership of the board of review. A member of the township board is not eligible to serve as an alternate member or to fill any vacancy. A spouse, mother, father, sister, brother, son, or daughter, including an adopted child, of the assessor is not eligible to serve as an alternate member or to fill any vacancy. An alternate member may be called to perform the duties of a regular member of the board of review in the absence of a regular member. An alternate member may also be called to perform the duties of a regular member of the board of review for the purpose of reaching a decision in issues protested in which a regular member has abstained for reasons of conflict of interest.

Therefore, I request this Council concur with the recommendation of the Executive Advisory Committee to appoint Gary Harris and Jill Lambert to serve as “alternate members” to the Romulus Board of Review with the same terms as the regular member(s), beginning 01/01/2021 and ending 12/31/2022



MEMORANDUM

DATE: December 2, 2020

TO: Executive Advisory Board via Ellen Craig-Bragg, City Clerk

CC: Mayor LeRoy D. Burcroff & Julie Wojtylko, Chief of Staff

FROM: Julie Albert, Director of Assessing & Financial Services

SUBJECT: Alternate Members to the Board of Review

MCL 211.53b(1) states (1) If there has been a qualified error, the qualified error must be verified by the local assessing officer and approved by the board of review. Except as otherwise provided in subsection (7), **the board of review shall meet for the purposes of this section on Tuesday following the second Monday in December.** Therefore, the meeting of the Board of Review will be held on December 15, 2020.

In light of the COVID pandemic it seems appropriate to appoint alternate members to serve in the capacity of a Board of Review Member should one or more current members be unable to serve.

MCL 211.28(3) says "A township board may appoint not more than 2 alternate members for the same term as regular members of the board of review. Each alternate member must be a property taxpayer of the township. Alternate members shall qualify by taking the constitutional oath of office within 10 days after appointment. The township board may fill any vacancy that occurs in the alternate membership of the board of review. A member of the township board is not eligible to serve as an alternate member or to fill any vacancy. A spouse, mother, father, sister, brother, son, or daughter, including an adopted child, of the assessor is not eligible to serve as an alternate member or to fill any vacancy. An alternate member may be called to perform the duties of a regular member of the board of review in the absence of a regular member. An alternate member may also be called to perform the duties of a regular member of the board of review for the purpose of reaching a decision in issues protested in which a regular member has abstained for reasons of conflict of interest.

Therefore, I respectfully request that Gary Harris and Jill Lambert be appointed to serve as alternate members to the Romulus Board of Review with the same term as our regular member(s) ending December 31, 2021 at the December 7, 2020 Romulus City Council meeting.



City of Romulus

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

Council Meeting Held:

December 7, 2020

Item No. C.

General Description: Study Session Request from Mayor's Office for 12/14/20 @ 6:00pm

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, Clerk

Date: December 7, 2020

Re: Study Session Request to discuss Midyear Financial

The Mayor has requested a one (1) hour study session for December 14, 2020 at 6:00pm for the Midyear Financial Presentation.

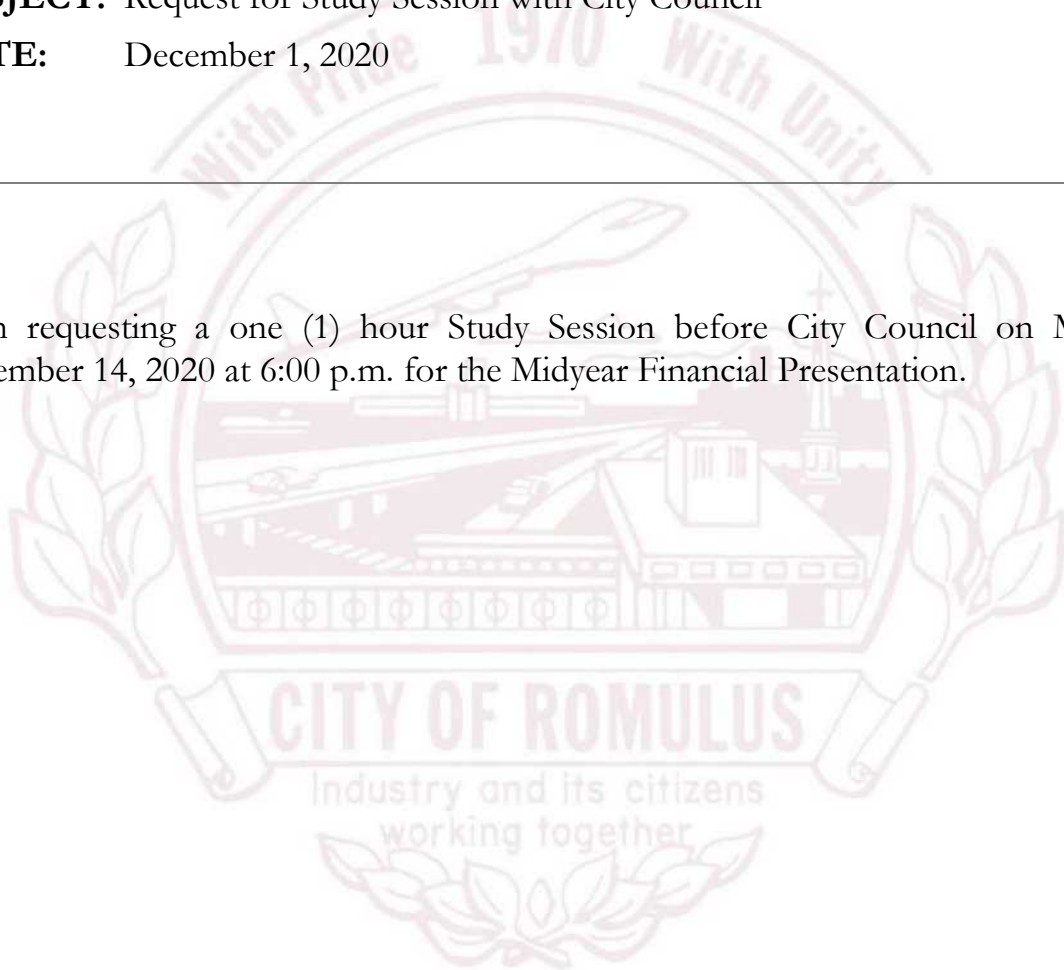
The date and time are available for the study session request

City of Romulus

INTEROFFICE MEMORANDUM

TO: Ellen L. Craig-Bragg, City Clerk
FROM: Mayor LeRoy D. Burcroff
SUBJECT: Request for Study Session with City Council
DATE: December 1, 2020

I am requesting a one (1) hour Study Session before City Council on Monday, December 14, 2020 at 6:00 p.m. for the Midyear Financial Presentation.





City of Romulus

Treasurer's Report

Council Meeting Held:

December 7, 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:

December 7, 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:

December 7, 2020

Item No. 9.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

New Business

Council Meeting Held:
Item No. 10.

December 7, 2020

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Communication

Council Meeting Held:
Item No. 11

December 7, 2020

Councilperson Abdo: _____

Councilperson Barden: _____

Councilperson Roscoe: _____

Councilperson Talley: _____

Councilperson Wadsworth: _____

Councilperson Webb: _____

Councilperson Williams: _____



City of Romulus

Adjournment

Council Meeting Held:

December 7, 2020

Item No. 12

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED