



**CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
February 22, 2021
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 Monday, February 08, 2021 @ 7:30p.m.
- B. Approval of minutes from the special meeting - closed session held on 2/8/21 @ 5:00 pm to discuss attorney opinion and a public hearing held on 2/8/21 @ 6:00 pm to discuss Demolition List 20-01

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. Exemption of Principal Residence by Reason of Poverty
- B. Request to Sign Lease with Romulus Municipal Library
- C. Request to Sign Lease with Growth Works Incorporated
- D. Michigan Department of Agriculture and Rural Development - 2021 Animal Welfare Grant Award
- E. Piggyback on MiDeal Contract - For the Purchase of Practice and Duty Ammunition for RPD
- F. Extension of Pricing from ITB 20/21-05 with Davenport Masonry - Structural Repair - Fire Station #4
- G. Sole Source - Refurbishing of Gradall with AIS Construction Equipment
- H. Introduction of Budget Amendment 20/21-14
Clerk

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

- A. Study Session request from Mayor Burcroff for March 1, 2021 @ 6:00pm to discuss Honorary Street Sign Dedication Policy

7. Treasurer's Report – Stacy Paige, Treasurer

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

9. Unfinished Business

10. New Business

11. Warrant

- A. Approval of Warrant #: 21-4 Checks presented in the amount of \$909,024.86.

12. Communication

13. Adjournment



RULES REGARDING THE PUBLIC ADDRESSING A CITY MEETING

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

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

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



City of Romulus

Agenda

Council Meeting Held: **February 22, 2021**

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: **February 22, 2021**

Item No. A.

General Description: Approval of minutes from the regular meeting held on Monday, February 08, 2021 @ 7:30p.m.

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

February 8, 2021

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

MEETING HELD ELECTRONICALLY VIA ZOOM MEETING/TELECOMMUNICATIONS

The meeting was called to order at 7:30pm by Mayor Pro-Tem John Barden.

Pledge of Allegiance – Led by Councilman Wadsworth.

Roll Call

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

Absent / Excused:

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; Kevin Krause - Director of Emergency & Fire Services; Robert McCraight - Director of Public Services & Economic Development; Tanya Cofield - Recreation Coordinator; Mike Laskaska - Director of Communication & Community Services; Stephen Dudek - Director of Technology Services; Stephen Hitchcock - City Attorney

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, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

2. Minutes

- A. **Res. #21-036** Moved by **William Wadsworth**, seconded by **Tina Talley** to approve the minutes from the regular meeting held on February 1, 2021, at 7:30 p.m.

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

Nays - None

Motion Carried Unanimously

- B. **Res. #21-037** Moved by **Celeste Roscoe**, seconded by **Tina Talley** to approve the minutes from the special meeting - study session held on February 1, 2021 at 6:00p.m. to discuss Truck Route Maps.

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

Nays - None

Motion Carried Unanimously

3. Petitioner – none

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

- A. Councilperson Barden read a recognition resolution to Ardena Vaughn.
Moved by **Celeste Roscoe**, seconded by **Tina Talley** to accept the Chairperson's Report.

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

Nays - None

Motion Carried Unanimously

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

- A. Res. #21-038** Moved by **Eva Webb**, seconded by **William Wadsworth** to concur with the administration and authorize the Mayor and Clerk to enter into the Memorandum of Understanding between the City of Romulus and the Western Wayne County Mobile Field Force Team.

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

Nays - None

Motion Carried Unanimously

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

- A. Res. #21-039** Moved by **William Wadsworth**, seconded by **Eva Webb** to concur with the recommendation of the Executive Advisory Committee and approve the reappointments of Sheldon Chandler, Frederick Hay, Phillip Franklin, Rick Perry, and Richard Rutherford to the Romulus Construction Board of Appeals with terms expiring on February 1, 2025.

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

Nays - None

Motion Carried Unanimously

- B. Res. #21-040** Moved by **Kathy Abdo**, seconded by **Virginia Williams** to approve the 2021 Fall Citywide Yard Sale dates for September 23rd, September 24th, September 25th, and September 26th, with rain dates of September 30th, October 1st, October 2nd, and October 3rd.

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

Nays - None

Motion Carried Unanimously

- C. Res. #21-041** Moved by **Celeste Roscoe**, seconded by **Eva Webb** to approve the demolition of structures & removal of all debris on Demolition List 20-01 and to let for bids for a demolition contractor for the following properties: for 6980/6984 Birchdale, 35053 Park Place, 5873 Wayne, 6031 Wayne, 37147 Wick, and 32185 Ecorse.

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

Nays - None

Motion Carried Unanimously.

Res. #21-042 Moved by **Celeste Roscoe**, seconded by **William Wadsworth** to table the demolition of structures and removal of all debris for properties at of 11398 Harrison, 16447 Middlebelt, and 11528 Whitehorn for 60 days.

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

Nays - None

Abstain- Williams

Motion Carried

- D. Res. #21-043** Moved by **Kathy Abdo**, seconded by **Celeste Roscoe** to approve the Study Session Request from Treasurer Stacy Paige for 3/1/2021 @ 6:30 pm to discuss the Quarterly Investment Report.

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

Nays - None

Motion Carried Unanimously

7. Treasurer's Report – Stacy Paige, Treasurer

Treasurer Paige reminded residents that winter taxes are due on 2/16/2021.

8. Public Comment

A member of the public submitted a comment to publiccomment@romulusgov.com.

Kevin Krause, Director of Emergency & Fire Services, responded to the contents of the written public comment.

9. Unfinished Business – No unfinished business.

10. New Business – No new business.

11. Warrant

- A. Res. #21-044** Moved by **Kathy Abdo**, seconded by **Tina Talley** to approve Warrant #: 21-3 Checks presented in the amount of \$1,153,656.44.

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

Nays - None

Abstain - Williams

Motion Carried

12. Communication

Councilwoman Abdo reminded residents that the Romulus Athletic Center is open and available for Romulus residents only. Councilwoman Roscoe reminded residents of the annual dog & cat inoculation and licensing day on February 27 from 9 am - 1 pm at the DPW building. She also reminded residents of the Curling Royale at Mary Ann Banks Park on February 20 from 12 pm to 3 pm. Councilwoman Roscoe mentioned that in place of the annual soul food dinner there will be a soul food recipe sharing. Councilman Wadsworth expounded on the annual dog and cat inoculation day. Councilwoman Talley expounded on the soul food recipe sharing and asked residents to show support. She encouraged residents to check out the city's website to view a showcase on a Romulus High School alumni; as well as, highlights and events for Black History Month. Councilwoman Webb spoke on the accomplishments of a family member in honor of Black History Month. Councilwoman Williams commented on the roles everyone should operate in, especially in light of Black History Month. She also informed residents that Forgotten Harvest will not be available due to the weather conditions.

13. Moved by William Wadsworth, seconded by Eva Webb to adjourn the regular meeting at 8:22 pm.

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

Nays - None

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the regular meeting of the Romulus City Council held on February 8, 2021.



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



City of Romulus

Minutes

Council Meeting Held: **February 22, 2021**

Item No. B.

General Description: Approval of minutes from the special meeting - closed session held on 2/8/21 @ 5:00 pm to discuss attorney opinion and a public hearing held on 2/8/21 @ 6:00 pm to discuss Demolition List 20-01

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 – CLOSED SESSION
February 8, 2021
Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174
MEETING HELD ELECTRONICALLY VIA ZOOM MEETING/TELECOMMUNICATIONS

The meeting was called to order by Mayor Pro-Tem Barden at 5:00p.m.

1. Roll Call

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

Administrative Officials in Attendance:

LeRoy Burcroff, Mayor
Ellen L. Craig-Bragg, Clerk

Administrative Staff in Attendance:

D'Sjonaun Hockenhull - Deputy Clerk; Julie Wojtylko - Chief of Staff; Robert McCraight - Director of Public Services & Economic Development

- 2.** Moved by **Eva Webb**, seconded by **Kathy Abdo** to accept the special meeting agenda.

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

Motion Carried Unanimously

- 3.** Moved by **William Wadsworth**, seconded by **Kathy Abdo** to convene to closed session to discuss attorney opinion.

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

Motion Carried Unanimously

4. Discussion: Attorney Opinion

5. Clerk's review closed session minutes, City Clerk

FOR THE RECORD: NO BUSINESS WAS CONDUCTED DURING CLOSED SESSION

- 6.** Moved by **William Wadsworth**, seconded by **Kathy Abdo** to reconvene to open session.

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

Motion Carried Unanimously

Res. #21-035 Moved by **Virginia Williams**, seconded by **Eva Webb** to adopt a resolution to designate honorary street names for Ardena Vaughn, Brooker Edwards, Dorothy Phenix Byrd, and Minnie Lee Donald.

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

Motion Carried Unanimously

- 7. Public Comment - None**

8. Moved by **William Wadsworth**, seconded by **Kathy Abdo** to adjourn the special meeting at 5:38 p.m.

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

Nays - None

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the regular meeting of the Romulus City Council held on February 8, 2021.



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



**MINUTES OF THE ROMULUS CITY COUNCIL SPECIAL MEETING
February 8, 2021**

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

MEETING HELD ELECTRONICALLY VIA ZOOM MEETING TELECOMMUNICATIONS

The meeting was called to order at 6:00 p.m. by Mayor Pro-Tem, John Barden.

1. Roll Call

Present: Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth, Eva Webb, Virginia Williams (joined at 6:08 p.m.)

Absent / Excused:

Administrative Officials in Attendance:

LeRoy Burcroff, Mayor

Ellen L. Craig-Bragg, Clerk

Administrative Staff in Attendance:

D'Sjonaun Hockenhull - Deputy Clerk; Julie Wojtylko - Chief of Staff; Stephen Hitchcock - City Attorney; Robert McCraight - Director of Public Services & Economic Development; Stephen Dudek - Director of Technology Services

2. Moved by Tina Talley, seconded by Eva Webb to accept the public hearing agenda as presented.

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

Nays - None

Motion Carried Unanimously

3. Public Hearing Discussion: Demolition List 20-1

Robert McCraight, Director of Public Services & Economic Development, discussed the properties on the Demolition List 20-01 including their history, building code violations, contact attempts with the property owner, and/or communications with the property owner(s).

1. No representatives of 6980/6984 Birchdale were present at the hearing.
2. Members of the public addressed the City Council regarding the property at 11398 Harrison.
3. Members of the public addressed the City Council regarding the property at 16447 Middlebelt.
4. No representative(s) of 35053 Park Place were present at the hearing.
5. No representative(s) of 5873 Wayne was present at the hearing.
6. No representatives(s) of 6031 Wayne were present at the hearing.
7. No representative(s) of 37147 Wick were present at the hearing.
8. No representative(s) of 32185 Ecorse was present at the hearing.
9. A member of the public address City Council regarding the property at 11528 Whitehorn.

Director McCraight agreed to table the properties at 11398 Harrison, 16447 Middlebelt, and 11528 Whitehorn for 60 days.

4. Public Comment - None

5. Moved by Celeste Roscoe, seconded by Eva Webb to adjourn the public hearing at 7:00 p.m.

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

Nays - None

Abstain - Williams

Motion Carried

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 February 8, 2021.

A handwritten signature in cursive script, reading "Ellen L. Craig-Bragg".

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



City of Romulus

Petitioner

Council Meeting Held:

February 22, 2021

Item No. 6

General Description: _____

Resolution No._____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

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

Council Meeting Held:

February 22, 2021

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: **February 22, 2021**

Item No. A.

General Description: Exemption of Principal Residence by Reason of Poverty

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: Exemption of Principal Residence by Reason of Poverty
DATE: February 17, 2021

I concur with the recommendation of Julie Albert, Director of Assessing & Financial Services, and respectfully request Council adopt the attached Revised Resolution for the City of Romulus Poverty Exemption for 2021 to be used by the Board of Review.

Motion by _____, supported by _____, to concur with the administration and adopt the attached Resolution for the City of Romulus Poverty Exemption for 2021 to be used by the Board of Review.



MEMORANDUM

To: Mayor LeRoy D. Burcroff

From: Julie Albert, Director of Assessing & Financial Svcs

Date: February 9, 2021

Subject: Council Agenda Item for **February 22, 2021**
Exemption of Principal Residence by Reason of Poverty

Public Act 253 of 2020 was signed into law on December 23, 2020. The Act made several changes to the poverty exemption statute (MCL 211.7u) that will impact how local units, assessors and boards of review handle the exemption for 2021.

The legislative changes require revisions to the City of Romulus 2021 poverty exemption policy approved on December 14, 2020 (Resolution No. 20-336) in order to comply with changes in statute.

The Act requires the following changes to the 2021 poverty exemption policy.

- (1) A poverty application form prescribed by the State Tax Commission.
On January 19, 2021 the STC approved Form 5737 – Application for MCL 211.7u Poverty Exemption (attached).
- (2) Specific percentage reductions in taxable value that may be used by the board of review in granting a poverty exemption (see attached guidelines).
- (3) Removes the ability for boards of review to deviate from the adopted policy/guidelines for “substantial and compelling reasons” (removed – see attached guidelines).

I am respectfully requesting that the Honorable Romulus City Council approve the attached revised “Resolution for City of Romulus Poverty Exemption for 2021”.

I will be in attendance at the February 22, 2021 Council meeting.

Resolution for City of Romulus 2021 Poverty Exemptions

WHEREAS, the adoption of guidelines for poverty exemptions is required of the City Council; and

WHEREAS, the principal residence of persons, who the Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption from taxation under Public Act 390 of 1994 (MCL 211.7u); and

WHEREAS, pursuant to PA 390 of 1994, the City of Romulus, Wayne County adopts the following guidelines for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year;

To be eligible under this section, a person shall do all of the following on an annual basis":

- Be an owner of and occupy as a principal residence the property for which an exemption is requested.
- P.A. 390 of 1994 requires that *all persons residing in the household* MUST submit copies of the following **SIGNED** documents:

*City of Romulus Poverty Exemption Application
Federal Income Tax Returns
State Income Tax Returns
Homestead Property Tax Credit Claim Form (MI-1040CR)*

Also include copies of ALL supporting documentation (i.e. W-2 forms, 1099's, schedules, etc.). The Board of Review shall consider income from all sources and from all occupants of the homestead when determining whether an applicant meets poverty exemption requirements as adopted by the City Council.

A Poverty Exemption Affidavit (Department of Treasury Form 4988) must be filed for all persons residing in the residence who were not required to file federal or state income tax returns in the current year or in the immediately preceding year.

- The combined assets of all persons residing in the household (minus the value of the principal residence) MUST NOT exceed \$30,000. Assets include but are not limited to: real estate other than the principal residence, personal property, motor vehicles, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, etc.
- Produce a valid driver's license or other form of identification if requested.
- Produce, if requested, a deed, land contract, or other evidence of ownership of the property for which an exemption is requested.
- The applicant(s) MAY NOT have ownership interest in any other real estate other than the homestead property.
- If home has been purchased within the previous 2 years, all closing documentation must be included.
- The Board of Review may require a home audit and inspection done by the Department of Assessment as part of the application process.
- Meet the federal poverty income guidelines as defined and determined annually by the United States Department of Health and Human Services.

- The following are the federal poverty income guidelines to be used in the determination of 2021 poverty exemptions. They are updated annually by the United States Department of Health and Human Services. The annual income includes income for all person residing in the household. The total household income *must be less than or equal* to the guidelines below in order to be considered for this type of exemption.

Family of 1.....	\$ 12,760
Family of 2.....	\$ 17,240
Family of 3.....	\$ 21,720
Family of 4.....	\$ 26,200
Family of 5.....	\$ 30,680
Family of 6.....	\$ 35,160
Family of 7.....	\$ 39,640
Family of 8.....	\$ 44,120
For each add'l person.....	\$ 4,480

In accordance with PA 253 of 2020 the City of Romulus allows for a 50% reduction to taxable value if poverty exemption is granted.

It should be recognized that the poverty exemption reduction is a form of *temporary assistance* for those who are undergoing a difficult financial time. Any relief granted is for the current year only.

The Board of Review may reject any application where the information contained in it appears fraudulent, misleading, inaccurate, or incomplete. Failure to complete all sections of the application and/or failure to submit signed copies of all tax forms or other required documentation will result in the poverty exemption application being denied. The Board of Review must have complete, accurate data in order to review this appeal.

Due Dates: The application for exemption shall be filed after January 1, but one day prior to the last day of the December Board of Review during the year in which the exemption is requested. The filing of this claim constitutes an appearance before the Board of Review for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption.

Approved by the Romulus City Council on February XX, 2021

Application for MCL 211.7u Poverty Exemption

This form is issued under the authority of the General Property Tax Act, Public Act 206 of 1893, MCL 211.7u.

MCL 211.7u of the General Property Tax Act, Public Act 206 of 1893, provides a property tax exemption for the principal residence of persons who, by reason of poverty, are unable to contribute toward the public charges. This application is to be used to apply for the exemption and must be filed with the Board of Review where the property is located. This application may be submitted to the city or township the property is located in each year on or after January 1.

To be considered complete, this application must: 1) be completed in its entirety, 2) include information regarding all members residing within the household, and 3) include all required documentation as listed within the application. Please write legibly and attach additional pages as necessary.

PART 1: PERSONAL INFORMATION — Petitioner must list all required personal information.				
Petitioner's Name			Daytime Phone Number	
Age of Petitioner	Marital Status	Age of Spouse	Number of Legal Dependents	
Property Address of Principal Residence		City	State	ZIP Code
☐ Check if applied for Homestead Property Tax Credit		Amount of Homestead Property Tax Credit		
PART 2: REAL ESTATE INFORMATION				
List the real estate information related to your principal residence. Be prepared to provide a deed, land contract or other evidence of ownership of the property at the Board of Review meeting.				
Property Parcel Code Number		Name of Mortgage Company		
Unpaid Balance Owed on Principal Residence	Monthly Payment	Length of Time at this Residence		
Property Description				
PART 3: ADDITIONAL PROPERTY INFORMATION				
List information related to any other property owned by you or any member residing in the household.				
☐ Check if you own, or are buying, other property. If checked, complete the information below.			Amount of Income Earned from other Property	
1	Property Address	City	State	ZIP Code
	Name of Owner(s)	Assessed Value	Date of Last Taxes Paid	Amount of Taxes Paid
2	Property Address	City	State	ZIP Code
	Name of Owner(s)	Assessed Value	Date of Last Taxes Paid	Amount of Taxes Paid

Continue on Page 2

PART 4: EMPLOYMENT INFORMATION — List your current employment information.					
Name of Employer					
Address of Employer		City	State	ZIP Code	
Contact Person		Employer Telephone Number			
PART 5: INCOME SOURCES					
List all income sources, including but not limited to: salaries, Social Security, rents, pensions, IRAs (individual retirement accounts), unemployment compensation, disability, government pensions, worker's compensation, dividends, claims and judgments from lawsuits, alimony, child support, friend or family contribution, reverse mortgage, or any other source of income, for all persons residing at the property.					
Source of Income			Monthly or Annual Income (Indicate which)		
PART 6: CHECKING, SAVINGS AND INVESTMENT INFORMATION					
List any and all savings owned by all household members, including but not limited to: checking accounts, savings accounts, postal savings, credit union shares, certificates of deposit, cash, stocks, bonds, or similar investments, for all persons residing at the property.					
Name of Financial Institution or Investments	Amount on Deposit	Current Interest Rate	Name on Account	Value of Investment	
PART 7: LIFE INSURANCE — List all policies held by all household members.					
Name of Insured	Amount of Policy	Monthly Payments	Policy Paid in Full	Name of Beneficiary	Relationship to Insured
PART 8: MOTOR VEHICLE INFORMATION					
All motor vehicles (including motorcycles, motor homes, camper trailers, etc.) held or owned by any person residing within the household must be listed.					
Make	Year	Monthly Payment	Balance Owed		

Continue on Page 3

PART 9: HOUSEHOLD OCCUPANTS — List all persons living in the household.				
First and Last Name	Age	Relationship to Applicant	Place of Employment	\$ Contribution to Family Income

PART 10: PERSONAL DEBT — List all personal debt for all household members.					
Creditor	Purpose of Debt	Date of Debt	Original Balance	Monthly Payment	Balance Owed

PART 11: MONTHLY EXPENSE INFORMATION			
The amount of monthly expenses related to the principal residence for each category must be listed. Indicate N/A as necessary.			
Heating	Electric	Water	Phone
Cable	Food	Clothing	Health Insurance
Garbage	Daycare	Car Expense (gas, repair, etc.)	
Other (type and amount)	Other (type and amount)	Other (type and amount)	
Other (type and amount)	Other (type and amount)	Other (type and amount)	

Continue and sign on Page 4

NOTICE: Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns, filed in the immediately preceding year or in the current year must be submitted with this application. Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return in the tax year in which the exemption under this section is claimed or in the immediately preceding tax year.

PART 11: POLICY AND GUIDELINES ACKNOWLEDGMENT

The governing body of the local assessing unit shall determine and make available to the public the policy and guidelines used for the granting of exemptions under MCL 211.7u. In order to be eligible for the exemption, the applicant must meet the federal poverty guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services under its authority to revise the poverty line under 42 USC 9902, or alternative guidelines adopted by the governing body of the local assessing unit so long as the alternative guidelines do not provide income eligibility requirements less than the federal guidelines. The policy and guidelines must include, but are not limited to, the specific income and asset levels of the claimant and total household income and assets. The combined assets of all persons must not exceed the limits set forth in the guidelines adopted by the local assessing unit.

☐ The applicant has reviewed the applicable policy and guidelines adopted by the city or township, including the specific income and asset levels of the claimant and total household income and assets.

PART 12: CERTIFICATION

I hereby certify to the best of my knowledge that the information provided in this form is complete, accurate and I am eligible for the exemption from property taxes pursuant to Michigan Compiled Law, Section 211.7u.

Printed Name	Signature	Date
--------------	-----------	------

This application shall be filed after January 1, but before the day prior to the last day of the local unit's December Board of Review.

Decision of the March Board of Review may be appealed by petition to the Michigan Tax Tribunal by July 31 of the current year. A July or December Board of Review decision may be appealed to the Michigan Tax Tribunal by petition within 35 days of decision. A copy of the Board of Review decision must be included with the petition.

Michigan Tax Tribunal
PO Box 30232
Lansing MI 48909

Phone: 517-335-9760
E-mail: taxtrib@michigan.gov



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held:

February 22, 2021

Item No. B.

General Description: Request to Sign Lease with Romulus Municipal Library

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: Request to Sign Lease with Romulus Municipal Library
DATE: February 18, 2021

I concur with the recommendation of Steve Hitchcock, City Attorney and respectfully request that Council authorize the Mayor and Clerk to enter into the attached Lease Agreement with City of Romulus Municipal Library located at 11121 Wayne Road Romulus, MI 48174.

Motion by _____, supported by _____, to concur with administration and grant authorization for the Mayor and Clerk to enter into the attached Lease Agreement with City of Romulus Municipal Library located at 11121 Wayne Road Romulus, MI 48174.

Lambert, Jill

From: Sandra Slewa <sslewa@gmhlaw.com>
Sent: Thursday, February 18, 2021 10:46 AM
To: Lambert, Jill
Cc: Hitchcock, Stephen
Subject: Library Lease Agreement
Attachments: Library Lease Agreement clean 02.17.21.DOCX

Dear Jill,

First, I hope all is well!

Please see attached Library Lease for the Council Packet. Thank you!

Sandra Slewa

Legal Assistant to:

John C. Clark, Stephen J. Hitchcock, Anthony K. Chubb,

Michael L. Bosnic, and Karie Miller

Giarmarco, Mullins & Horton, P.C.

Tenth Floor Columbia Center

101 West Big Beaver Road

Troy, Michigan 48084-5280

Phone: (248) 457-7061

Fax: (248) 457-7001

Email: sslewa@gmhlaw.com

www.gmhlaw.com

Confidential: This electronic message and all contents contain information from the law firm of Giarmarco, Mullins & Horton, P.C. which may be privileged, confidential or otherwise protected from disclosure. Any recipient other than the intended recipient is hereby notified that any disclosure, copy, distribution or use of the contents of this message or any attachments is strictly prohibited. If you have received this electronic message in error, please notify us immediately by reply e-mail or by phone and destroy the original message, attachments and all copies.

LIBRARY LEASE AGREEMENT

This Lease Agreement is made the ____ day of _____, 2021, by and between the CITY OF ROMULUS, a Michigan municipal corporation, whose address is 11111 S. Wayne, Romulus, Michigan 48174, hereinafter referred to as "Lessor", and CITY OF ROMULUS MUNICIPAL LIBRARY, whose address is 11121 Wayne Road, Romulus, Michigan 48174, hereinafter referred to as "Lessee", collectively referred to herein as the "Parties", agree as follows:

1. DESCRIPTION OF LEASED PREMISES: Lessor agrees to lease to Lessee the following described 11,164 square feet (SF) of library space located at 11121 S. Wayne, Romulus, Michigan.

Additional Description: _____, hereinafter known as the "Premises."

2. USE OF LEASED PREMISES: Lessor is leasing the Premises to Lessee and Lessee agrees to lease the Premises for use as a public library. Any change in use or purpose of the Premises other than as described above shall be upon the prior written consent of Lessor.

3. TERM OF LEASE: The term of this Lease shall be for a period of five (5) years commencing on the 1st day of July, 2021, and expiring at Midnight on the 30th day of June, 2026 ("Initial Term"). The hours of Lessee are currently Monday-Thursday 10:00 a.m. to 8:00 p.m.; Friday 10:00 a.m. to 6:00 p.m. and Saturday 10:00 a.m. to 5:00 p.m.; subject to adjustments related to the Covid-19 pandemic. If Lessee expands its hours, it will provide thirty (30) days prior notice to Lessor (except in an emergency, in which case Lessee will notify Lessor as soon as practicable).

4. BASE RENT: The monthly base rent payment shall be as follows:

Date	Cost Per Square Foot	Annual Rent	Monthly Rent	Percentage Increase
Year 1 (FY 21/22)	\$3.50	\$39,074	\$3256.17	75%
Year 3 (FY 23/24)	\$4.00	\$44,656	\$3721.33	15%
Year 5 (FY 25/26)	\$4.50	\$50,238	\$4186.50	13%

Base Rent shall be payable monthly with the first payment due upon the commencement of the Lease and each monthly installment payable thereafter on the 5th day of each month. Said monthly base rent payment is hereafter referred to as the "Base Rent". Rent for any period during the term hereon, which is for less than one (1) month shall be a pro-rata portion of the monthly rent. Lessor shall provide an invoice for such rent, and Lessee shall approve/disapprove payment of such invoice. Lessee shall have 30 days after receipt of an invoice to approve the invoice for payment. Upon approval from Lessee, Lessor shall use Library funds to pay the invoice.

5. INTENTIONALLY LEFT BLANK

6. EXPENSES: It is the intention of the Parties that this Lease shall allocate expenses as described below:

- I. Operating Expenses. Lessor shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises, except as set forth below. Lessee hereby agrees to pay one-hundred percent (100%) of any and all reasonable Operating Expenses as hereafter defined for the entire term of the Lease and any extensions thereof in accordance with specific provisions of this Lease. The term "Operating Expenses" shall include all reasonable direct costs to Lessor of operating, maintaining and repairing the Premises, and shall include, without limitation, heating, ventilating, air conditioning, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, routine repairs, cleaning and custodial services, security, the cost of contesting the validity or applicability of any governmental acts which may affect Operating Expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas. Notwithstanding the foregoing, Operating Expenses do not include expenses for the maintenance, repair or replacement of the structural components, roof and exterior walls of the building on the Premises, which shall be at the cost of Lessor. Parking lot repairs and repaving expenses shall be equitably shared.
- II. Taxes. The Premises are not currently subject to property taxes. If Michigan law changes and the Premises become subject to a property tax, Lessee will timely pay such property tax.
- III. Insurance. Lessor shall maintain, at all times during the Term of this Lease, fire and extended coverage insurance, comprehensive general liability insurance and property protection insurance with an insurance company licensed to do business in the State of Michigan in which the Premises are located and which will identify Lessee as an additional or named insured.

7. LEASEHOLD IMPROVEMENTS: Lessee agrees that no leasehold improvements or alterations of any nature (except for those listed on any attached addenda) that are permanently affixed or attached to the ground or the structure of the Premises shall be made to the Premises or the exterior of the building without first obtaining the consent of Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the Premises shall remain the property of Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations having due regard for the type of construction of the building housing the subject leasehold Premises. Such approved permanently attached or affixed leasehold improvements to the Premises shall be installed at the cost of the Lessee, unless the parties agree otherwise. As to such permanent attached or affixed leasehold

improvements to the Premises, Lessee may (subject to its authority under Michigan Public Act 164 of 1877, as amended) follow Lessor's purchasing ordinance, Chapter 39 of the Romulus Code of Ordinances. Lessor's Purchasing Director or other designated representative shall advise and consult with Lessee (at Lessee's request) regarding such purchasing ordinance.

Nothing in the Lease shall be construed to authorize Lessee or any other person acting for Lessee to encumber the rents of the Premises or the interest of Lessee in the Premises or any person under and through whom Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. In the event a lien is placed against the Premises, through actions of Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If Lessee fails to have the Lien removed, Lessor shall take steps to remove the lien and Lessee shall pay Lessor for all expenses related to the lien and removal thereof and shall be in default of this Lease. Lessor may off-set the cost of such lien removal against the library millage collected.

8. **LICENSES AND PERMITS:** A copy of any and all local, state or federal permits acquired by Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to Lessor and/or their agents or any local, state, or federal officials upon demand.

9. **OBLIGATIONS OF LESSEE/LESSOR:** Subject to Lessee's obligation to pay Operating Expenses, Lessor shall maintain the Premises in good and clean operating order and condition. Lessor shall promptly respond to reasonable requests of Lessee for maintenance, repairs and replacements in, on, at or to the Premises, including the building, provided, however, that if Lessor is unable or unwilling to perform such work promptly, Lessee may, but is not obligated to, perform such work at Lessee's expense .

10. **DAMAGE:** In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, its employees, agents, business invitees or independent contractors serving Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then Lessee shall be responsible for notifying Lessor, and Lessor shall be responsible for seeing that the proper claims are promptly placed with Lessor's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of Lessee to the extent the damage is caused by the neglect or negligence of Lessee, its employees, agents, business invitees or independent contractors serving Lessee. Any damage that is not covered by an insurance company will be the liability of Lessor to the extent the damage is caused by the neglect or negligence of Lessor, its employees, agents, business invitees or independent contractors serving Lessor. Any insurance proceeds (whether received by Lessor or Lessee) arising from any damage or destruction of the Premises shall promptly be applied to the repair, replacement and reconstruction of the building on the Premises to a condition similar to or better than its condition immediately prior to such damage or destruction.

Furthermore, Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring the contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority, to the extent such noncompliance is the fault of Lessee.

11. SUBLET/ASSIGNMENT: Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said Premises or any part thereof without first obtaining the prior written consent and approval of Lessor, which consent and approval will not be unreasonably withheld.

12. DAMAGE TO LEASED PREMISES: In the event the building on the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects Lessee's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by Lessee and until the Premises have been put in a condition at the expense of Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

13. DEFAULT AND POSSESSION: In the event that Lessee shall fail (through no fault of Lessor) to pay said rent and expenses as set forth herein, or any part thereof, within 15 days after written notice from Lessor to Lessee of such failure, or shall otherwise be in default (through no fault of Lessor) of any other terms of the Lease for a period of more than 30 days, after receiving written notice of said default (provided, however, that if such default cannot reasonably be cured in 30 days after receipt of the written notice, Lessee shall not be in default if Lessee begins to cure the default within the 30 day period and diligently completes the cure), then the parties hereto expressly agree and covenant that Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same. It is further agreed, that if Lessee is in default, that Lessor shall be entitled to take any and all action to protect its interest in Lessor's personal property and equipment, to prevent the unauthorized removal of Lessor's property or equipment which threatened action would be deemed to constitute irreparable harm and injury to Lessor. Furthermore, in the event of default, Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of Lessee's, at Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that Lessor may sue Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

Any Base Rent payment that is more than five (5) days late through no fault of Lessor shall be subject to a late fee of \$30.00 per day until paid, up to a maximum of \$600..

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

In this regard, all delinquent rental payments made shall be applied first toward late fees and the remaining toward delinquent rental payments.

14. INDEMNIFICATION: To the extent permitted by law, Lessee hereby covenants and agrees to indemnify, defend and hold Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the Premises. To the extent permitted by law, Lessor hereby covenants and agrees to indemnify, defend and hold Lessee harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessor's act or omission related to the Premises.

Nothing in this Lease shall be deemed to waive any governmental immunity of the parties.

15. BANKRUPTCY - INSOLVENCY: Lessee agrees that in the event all or a substantial portion of Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt; or should Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of Lessor hereunder or by law provided, it shall be lawful for Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and Lessee shall have no further claim thereon.

16. MISCELLANEOUS TERMS:

- I. Usage by Lessee: Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building, if Lessor informs Lessee of such invalidation or conflict and gives Lessee a reasonable opportunity to cure such invalidation or conflict. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other users of Lessor's Government Complex.

- II. Signs: Lessee shall not place on any door, wall or window of the Premises any sign or advertising matter that is in support or opposition to any political candidate or ballot issue; provided, however, that Lessee may post informational signs regarding any library related ballot issues.
- III. Pets: Pets and animals are not permitted on the Premises except for legally allowable service animals or in connection with Lessee's programs.
- IV. Condition of Premises: Lessee currently occupies the Premises. Lessor acknowledges that it maintains and repairs the Premises.
- V. Right of Entry: Lessor and its agents shall have the reasonable right of entry to the Premises for purposes of inspecting the Premises and for the purpose of making any necessary maintenance, repairs and replacements to the building or equipment as may be required of Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance, repair or replacement of the building.
17. **HOLDOVER**: Should Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.
18. **WAIVER**: Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.
19. **GOVERNING LAW**: This Lease shall be governed by the laws of the State of Michigan.
20. **AMENDMENT**: No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.
21. **BINDING EFFECT**: This Lease and any amendments thereto shall be binding upon Lessor and Lessees and/or their respective successors, heirs, assigns, executors and administrators.

{Page Break Intentional -- Signatures to Follow}

IN WITNESS WHEREOF, the parties hereto set their hands and seal this ____ day of _____, 20____.

CITY OF ROMULUS MUNICIPAL LIBRARY CITY OF ROMULUS

By: _____
Its: President

By: LeRoy Burcroff
Its: Mayor

By: Ellen Craig-Bragg
Its: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this ____ day of _____, 2021, before me appeared _____, President of City of Romulus Municipal Library, as LESSEE of this Library Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this ____ day of _____, 2021, before me appeared LeRoy Burcroff, Mayor and Ellen Craig-Bragg, Clerk, as LESSOR of this Library Lease Agreement who proved to me through government issued photo identification to be the above-named persons, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

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



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **February 22, 2021**

Item No. C.

General Description: Request to Sign Lease with Growth Works Incorporated

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: Request to Sign Lease with Growth Works Incorporated
DATE: February 18, 2021

I concur with the recommendation of Steve Hitchcock, City Attorney and respectfully request that Council authorize the Mayor and Clerk to enter into the attached Lease Agreement with Growth Works Incorporated, for the lease of 2,000 sq. ft. of space located at 11113 S. Wayne Road, 48174 on the second floor of the 34th District Court building.

34th District Court Chief Judge Brian Oakley has been consulted and is in support of the Lease Agreement.

Motion by _____, supported by _____, to concur with administration and grant authorization for the Mayor and Clerk to enter into the attached Lease Agreement with Growth Works Incorporated, for the lease of 2,000 sq. ft. of space located at 11113 S. Wayne Road, 48174 on the second floor of the 34th District Court building.

Lambert, Jill

From: Steve Hitchcock <sjh@gmhlaw.com>
Sent: Wednesday, February 17, 2021 3:50 PM
To: Burcroff, Leroy; Lambert, Jill
Subject: Growth Works
Attachments: Growth Works Inc. Lease Agreement.pdf

Mayor and Jill,

Attached is a Lease for Growth Works to occupy 2,000 square feet in the new court building. Growth work has facilities in Canton and Plymouth currently. They provide counseling services and many of the individual who find themselves in court proceeding have issues in their life that let to their interaction with the Court. This will provide easy access to the services and the Court has additional space they do not need resulting from COVID-19 and more use of electronic communications with the court employees.

This agreement was negotiated with Growth Works and the Court is in support of this agreement. I recommend it for Council approval.

Steve Hitchcock
Giarmarco, Mullins & Horton, P.C.
Tenth Floor Columbia Center
101 West Big Beaver Road
Troy, Michigan 48084-5280
Phone: (248) 457-7024
Fax: (248) 404-6324
Email: sjh@gmhlaw.com
www.gmhlaw.com



Confidential: This electronic message and all contents contain information from the law firm of Giarmarco, Mullins & Horton, P.C. which may be privileged, confidential or otherwise protected from disclosure. Any recipient other than the intended recipient is hereby notified that any disclosure, copy, distribution or use of the contents of this message or any attachments is strictly prohibited. If you have received this electronic message in error, please notify us immediately by reply e-mail or by phone and destroy the original message, attachments and all copies.

LEASE AGREEMENT

This Lease Agreement is made the 2 day of February, 2021, by and between the CITY OF ROMULUS, a Michigan municipal corporation, whose address is 11111 S. Wayne, Romulus, Michigan 48174, hereinafter referred to as "Lessor", and GROWTH WORKS, INCORPORATED., a Michigan Non-Profit Corporation, whose address is 271 S. Main St., Plymouth, MI 48170, hereinafter referred to as "Lessee", collectively referred to herein as the "Parties", agree as follows:

1. DESCRIPTION OF LEASED PREMISES: Lessor agrees to lease to Lessee the following described 2,000 square feet (SF) of space located at 11113 S. Wayne Rd. Romulus, Michigan 48170 on the second floor of the 34th District Court building known as the "Civil Area." In addition, Lessee may use the jury room for group meetings in the evening at a cost of \$100.00 per week of use.

Additional Description: _____, hereinafter known as the "Premises."

2. USE OF LEASED PREMISES: Lessor is leasing the Premises to Lessee and Lessee agrees to lease the Premises for use as an office facility for meetings with clients. Any change in use or purpose of the Premises other than as described above shall be upon the prior written consent of Lessor.

3. TERM OF LEASE: The term of this Lease shall be for a period of one (1) year commencing on the 1st day of February 2021 and expiring at Midnight on the 31st day of January 2022 ("Initial Term"). The hours of operation by Lessee are Monday through Friday 8:30 a.m. to 8:30 p.m.; subject to adjustments related to the Covid-19 pandemic. If Lessee wishes to expand its hours, it will seek approval by Lessor by providing thirty (30) days prior notice to Lessor of its wish to do so (except in an emergency, in which case Lessee will notify Lessor as soon as practicable).

4. BASE RENT: The annual base rent payment shall be nine thousand dollars (\$9,000.00), payable monthly in the amount of seven hundred and fifty dollars (\$750.00) with the first payment due upon the commencement of the Lease and each monthly installment payable thereafter on the 5th day of each month. Said monthly base rent payment is hereafter referred to as the "Base Rent". Rent for any period during the term hereon, which is for less than one (1) month shall be a pro-rata portion of the monthly rent. Lessor shall provide an invoice for such rent, and Lessee shall pay such invoice.

5. OPTION TO RENEW:

Lessee and Lessor may agree to renew the Lease with a total of one (1) renewal period for a term of one (1) year, which may be exercised by giving written notice to Lessor seeking consent no less than 60 days prior to the expiration of the Lease period.

Rent for the option period shall increase by five percent (5%).

6. EXPENSES: It is the intention of the Parties that this Lease shall allocate expenses as described below:

- I. Operating Expenses. Lessor shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations or costs of any kind whatsoever with respect to Lessee's operation of its business on the Premises, except as set forth below. Lessee hereby agrees to pay one hundred percent (100%) of any and all reasonable Operating Expenses during the entire term of the Lease and any extensions thereof in accordance with specific provisions of this Lease. The term "Operating Expenses" shall also include all reasonable direct costs to Lessor of maintaining and repairing the Premises and additional security costs for Lessee's operations on the Premises beyond 4:30 pm any day of its operations. Lessor shall be responsible for heating, ventilating, air conditioning, electricity, water, waste disposal, sewage, service agreements and charges, lawn care, snow removal, and related parking areas. Routine cleaning and custodial services, security, the cost of contesting the validity or applicability of any governmental acts which may affect Operating the business shall be responsibility of the Lessee. Notwithstanding the foregoing, Operating Expenses do not include expenses for the maintenance, repair or replacement of the structural components, roof and exterior walls of the building on the Premises, which shall be at the cost of Lessor.
- II. Taxes. The Premises are not currently subject to property taxes. If Michigan law changes and the Premises become subject to a property tax, Lessee will timely pay the Premise's pro rate share of the property tax.
- III. Insurance. Lessor shall maintain, at all times during the Term of this Lease, fire and extended coverage insurance, comprehensive general liability insurance and property protection insurance with an insurance company licensed to do business in the State of Michigan in which the Premises are located and which will identify Lessee as an additional insured. Lessee shall maintain its own insurance for general liability (with the City named as an additional insured) malpractice and directors' liability.

7. LEASEHOLD IMPROVEMENTS: Lessee agrees that no leasehold improvements or alterations of any nature (except for those listed on any attached addenda) that are permanently affixed or attached to the ground or the structure of the Premises shall be made to the Premises or the exterior of the building without first obtaining the consent of Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the Premises shall remain the property of Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations having due regard for the type of construction of the building housing the subject leasehold Premises. Such approved permanently attached or affixed leasehold improvements to the Premises shall be installed at the cost of the Lessee, unless the parties agree otherwise.

Nothing in the Lease shall be construed to authorize Lessee or any other person acting for Lessee to encumber the rents of the Premises or the interest of Lessee in the Premises or any person under and through whom Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. In the event a lien is placed against the Premises, through actions of Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If Lessee fails to have the Lien removed, Lessor shall take steps to remove the lien and Lessee shall pay Lessor for all expenses related to the lien and removal thereof and shall be in default of this Lease. Lessor may apply the cost of such lien removal as additional rent.

8. **LICENSES AND PERMITS:** A copy of any and all local, state or federal licenses or permits required by Lessee for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to Lessor and/or their agents or any local, state, or federal officials upon demand.

9. **OBLIGATIONS OF LESSEE/LESSOR:** Subject to Lessee's obligation to pay Operating Expenses, Lessor shall maintain the Premises in good and clean operating order and condition. Lessor shall promptly respond to reasonable requests of Lessee for maintenance, repairs and replacements in, on, at or to the Premises. Lessee shall also comply with security protocol that is established by the 34th District Court for the security and care of the Premises.

10. **DAMAGE:** In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, its employees, agents, business invitees or independent contractors serving Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then Lessee shall be responsible for notifying Lessor, and Lessor shall be responsible for seeing that the proper claims are promptly placed with Lessor's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of Lessee to the extent the damage is caused by the neglect or negligence of Lessee, its employees, agents, business invitees or independent contractors serving Lessee. Any damage that is not covered by an insurance company will be the liability of Lessor to the extent the damage is caused by the neglect or negligence of Lessor, its employees, agents, business invitees or independent contractors serving Lessor. Any insurance proceeds (whether received by Lessor or Lessee) arising from any damage or destruction of the Premises shall promptly be applied to the repair, replacement and reconstruction of the building on the Premises to a condition similar to or better than its condition immediately prior to such damage or destruction.

Furthermore, Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring the contemplated operation and business activity into compliance

with any law or regulation of a federal, state or local authority, to the extent such noncompliance is the fault of Lessee.

11. SUBLET/ASSIGNMENT: Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said Premises or any part thereof without first obtaining the prior written consent and approval of Lessor, which consent, and approval will not be unreasonably withheld.

12. DAMAGE TO LEASED PREMISES: In the event the building on the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects Lessee's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by Lessee and until the Premises have been put in a condition at the expense of Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

13. DEFAULT AND POSSESSION: In the event that Lessee shall fail (through no fault of Lessor) to pay said rent and expenses as set forth herein, or any part thereof, within 15 days after written notice from Lessor to Lessee of such failure, or shall otherwise be in default (through no fault of Lessor) of any other terms of the Lease for a period of more than 30 days, after receiving written notice of said default (provided, however, that if such default cannot reasonably be cured in 30 days after receipt of the written notice, Lessee shall not be in default if Lessee begins to cure the default within the 30 day period and diligently completes the cure), then the parties hereto expressly agree and covenant that Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same. It is further agreed, that if Lessee is in default, that Lessor shall be entitled to take any and all action to protect its interest in Lessor's personal property and equipment, to prevent the unauthorized removal of Lessor's property or equipment which threatened action would be deemed to constitute irreparable harm and injury to Lessor. Furthermore, in the event of default, Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of Lessee's, at Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that Lessor may sue Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

Any Base Rent payment that is more than five (5) days late through no fault of Lessor shall be subject to a late fee of \$30.00 per day until paid, up to a maximum of \$300.00.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

In this regard, all delinquent rental payments made shall be applied first toward late fees and the remaining toward delinquent rental payments.

14. **INDEMNIFICATION:** To the extent permitted by law, Lessee hereby covenants and agrees to indemnify, defend and hold Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the Premises. To the extent permitted by law, Lessor hereby covenants and agrees to indemnify, defend and hold Lessee harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessor's act or omission related to the Premises.

Nothing in this Lease shall be deemed to waive any governmental immunity of the parties.

15. **BANKRUPTCY - INSOLVENCY:** Lessee agrees that in the event all or a substantial portion of Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt; or should Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of Lessor hereunder or by law provided, it shall be lawful for Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and Lessee shall have no further claim thereon.

16. **MISCELLANEOUS TERMS:**

- I. Usage by Lessee: Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building, if Lessor informs Lessee of such invalidation or conflict and gives Lessee a reasonable opportunity to cure such invalidation or conflict. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other users of Lessor's Government Complex.
- II. Signs: Lessee shall not place on any door, wall or window of the Premises any sign or advertising matter that is in support or opposition to any political candidate or ballot issue or any commercial sign without express written consent of Lessor.
- III. Pets: Pets and animals are not permitted on the Premises except for legally allowable service animals or in connection with Lessee's programs.

IV. Condition of Premises: Lessee acknowledges it has inspected the Premises and is satisfied with its condition.

V. Right of Entry: Lessor and its agents shall have the reasonable right of entry to the Premises for purposes of inspecting the Premises and for the purpose of making any necessary maintenance, repairs and replacements to the building or equipment as may be required of Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance, repair or replacement of the building.

17. **HOLDOVER**: Should Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

18. **WAIVER**: Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

19. **GOVERNING LAW**: This Lease shall be governed by the laws of the State of Michigan.

20. **AMENDMENT**: No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

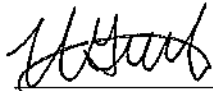
21. **BINDING EFFECT**: This Lease and any amendments thereto shall be binding upon Lessor and Lessees and/or their respective successors, heirs, assigns, executors and administrators.

{Page Break Intentional – Signatures to Follow}

IN WITNESS WHEREOF, the parties hereto set their hands and seal this 2nd day of February 2021.

GROWTH WORKS INCORPORATED

CITY OF ROMULUS



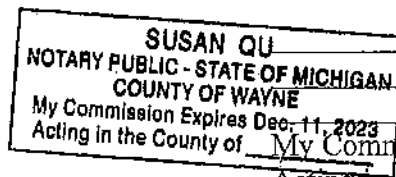
By: Nick Griswold
Its: Chief Executive Officer

By: LeRoy D. Burcroff
Its: Mayor

By: Ellen L. Craig-Bragg
Its: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this 1st day of January 2021, before me appeared Nick Griswold, Chief Executive Officer of Growth Works Incorporated, LESSEE of this Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.



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

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

Susan Qu 02/11/2021

On this ____ day of January 2021, before me appeared LeRoy D. Burcroff, Mayor and Ellen L. Craig-Bragg, Clerk, of LESSOR of this Lease Agreement who proved to me through government issued photo identification to be the above-named persons, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

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



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **February 22, 2021**

Item No. **D.**

General Description: Michigan Department of Agriculture and Rural Development - 2021 Animal Welfare Grant Award

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: Michigan Department of Agriculture and Rural Development
2021 Animal Welfare Grant Award
DATE: February 17, 2021

I concur with the recommendation of Derran Shelby, Police Captain, and City Attorney Stephen Hitchcock and respectfully request City Council adopt a resolution authorizing the Mayor and Clerk to enter into the attached Inter-Governmental Agreement with the Michigan Department of Agriculture and Rural Development for the awarded grant for training and education purposes for the Romulus Animal Shelter.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to enter into the attached Inter-Governmental Agreement with the Michigan Department of Agriculture and Rural Development for the awarded grant for training and education purposes for the Romulus Animal Shelter.

Memo

To: Mayor LeRoy D. Burcroff
From: Derran Shelby, Captain^{DS}
Date: February 10, 2021
Re: Michigan Department of Agriculture and Rural
Development 2021 Animal Welfare Grant Award
#GG 21*1115

I am requesting and seeking council approval for the City of Romulus to enter into an Intergovernmental Agreement with the Michigan Department of Agriculture and Rural Development.

The Romulus Animal Shelter has been awarded partial funding for the 2021 Animal Welfare Fund Grant in the amount of \$4,376.00. The funds are intended to be used for training and educational projects.

City Attorney Steve Hitchcock has reviewed the contract and approved its language.

The funds will be distributed in the form of reimbursements after receipts and other forms of proper documentation have been received by the state.

CC: Robert Pfannes, Chief



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF AGRICULTURE
AND RURAL DEVELOPMENT

GARY MCDOWELL
DIRECTOR

February 1, 2021

Jill Martin
City of Romulus Animal Shelter
12300 Wayne Rd
Romulus, Michigan 48174

Sent Via Email: jmartin@romulusgov.com

Dear Ms. Martin:

Thank you for applying to the Michigan Department of Agriculture and Rural Development's 2021 Animal Welfare Grant.

Your grant application has been reviewed, and we are pleased to inform you that you have been selected for partial funding. You will be offered a 2021 Animal Welfare Fund Grant in the amount of \$4,376. The funds received are intended to be used for training and educational projects. Please note that the grant cycle for 2021 is February 1 to September 1, 2021.

Funds will be distributed to facilities in the form of reimbursements after receipts and other forms of proper documentation have been submitted.

An electronic copy of the grant agreement is attached to this email. Please sign (electronic signatures are acceptable) the signature page of the contract and return this page to Debbie Mulvaney (animalshelters@michigan.gov). Once received, the signature page will be returned to you with my signature. Failure to return the signed contract by **March 1, 2021**, may result in forfeiting the grant funds.

If you have any questions, please contact Debbie Mulvaney at 517-284-5684. Additional information about the current grant year cycle and future cycles can be found at www.michigan.gov/animalshelters.

Respectfully,

Nora E. Wineland, DVM, MS, DACVPM
State Veterinarian and Division Director
Animal Industry Division

GG 21*1115

Grant Agreement

Regarding the

Animal Welfare Fund

Between the

Michigan Department of Agriculture and Rural Development

and

City of Romulus Animal Shelter

**Michigan Department of Agriculture and Rural Development
Companion Animal Welfare Fund**

By authority granted under Act No. 166 of the Public Acts of 2020, the Michigan Department of Agriculture and Rural Development, (hereinafter the "Grantor") hereby agrees to provide the City of Romulus Animal Shelter (hereinafter, the "Grantee") with grant assistance subject to the terms and conditions, and limitations as set forth herein.

The maximum amount of grant assistance hereby offered is \$ 4,376.00

The grant shall be effective from February 1, 2021 through September 1, 2021.

If the project is not completed in the initial period, a grant extension may be considered by the Grantor. Approval of an extension is not guaranteed and is dependent on the Grantee's compliance with the enclosed Terms and Conditions. If the Grantee requires an extension, the Grantee should contact the Grant Administrator as soon as it is evident an extension is needed. Any request for extension must be made to the Grant Administrator in writing before the expiration of the grant.

Funds will be made available for this program in accordance with the attached Terms and Conditions.

This grant is valid contingent upon the availability of funds. If the Grantor's funds are reduced by the Legislature as part of a budget reduction or reduced for any other reason, this grant may be reduced or canceled.

This grant does not commit the State of Michigan or the Department of Agriculture and Rural Development to approve requests for additional funds not contained in this grant.

Grantee accepts the grant and agrees that the funds made available through the grant will be used only as set forth herein.

Dated this _____ day of _____, 2021

Jill Martin
City of Romulus Animal Shelter

Dated this _____ day of _____, 2021

Nora E. Wineland, DVM, MS, DACVPM
State Veterinarian and Division Director
Animal Industry Division

Michigan Department of Agriculture and Rural Development
Grant Agreement

TITLE: Animal Welfare Fund

GRANTEE INFORMATION: Registration #: 30302
Jill Martin
City of Romulus Animal Shelter
11111 Wayne Road
Romulus, Michigan 48174
Phone: 934-955-8960
E-mail: jmartin@romulusgov.com

SIGMA VENDOR INFORMATION: Vendor #: CV0048269
City of Romulus
City Treasurer
11111 Wayne Road
Romulus, Michigan 48174
Phone: 313*942-7556
E-mail: jmartin@romulusgov.com

**GRANT ADMINISTRATOR/
ADDRESS:** Debbie Mulvaney
Michigan Department of Agriculture and Rural
Development
Animal Industry Division
P.O. Box 30017
Lansing, Michigan 48909
Phone: 517-284-5684
E-Mail: animalshelters@michigan.gov

**TOTAL AUTHORIZED
BUDGET:** \$ 4,376.00

GRANT NUMBER: 21*1115

ACCOUNTING TEMPLATE: 791AID4ANWLFGRNT

I. GENERAL TERMS AND CONDITIONS

A. Record Retention

Grantee shall retain all financial reports, supporting documents and statistical records for a period of three years after the close of the grant. Grantee shall also require all subcontractors retained for the performance of this grant to retain all financial reports, supporting documents and statistical records for a period of three years after the close of the grant. The retention period starts from the date of receipt of the Final Report by the Grant Administrator. Examples of documents to be retained might include but are not limited to: original and/or electronic invoices, billings, packing slips, reports, checking account statements, accounts payable records, contracts and sub-contracts.

B. Procurement

The Grantee agrees that all procurement transactions involving the use of funds from this grant shall be conducted in a manner that provides maximum open and free competition.

C. Grant Changes

The Grantee must obtain prior written approval for program changes from the Grant Administrator. Grant changes include:

1. Changes in substance in the program activities.
2. Additions or deletions in the project work plan or location.
3. Any single or cumulative change in the budget of 20% or more of the grant amount.

D. Regulation Compliance

The Grantee and Grantee's contractors and subcontractors are responsible for compliance with all federal and state laws and municipal ordinances and regulations that in any manner affect the work or performance of this grant and shall at all times carefully observe and comply with all rules, ordinances and regulations.

E. Non-Discrimination Clause

In the performance of this grant, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract entered into for the performance of this Grant Agreement will contain a provision requiring non-discrimination in employment, as herein specified, that is binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, as

amended, MCL 37.2101 *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101, *et seq.* Any breach of this covenant may be regarded as default under Section J and grounds for cancelling the Grant Agreement.

F. Unfair Labor Practices

Pursuant to Act No. 278 of the Public Acts of 1980, as amended, MCL 423.321 *et seq.*, the State of Michigan (the State) shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to MCL 423.322.

Grantee shall not enter into a contract for the performance of this grant with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to MCL 423.324, the Grantor may void this Agreement if, subsequent to entering this Agreement, the name of the Grantor or the name of any of Grantor's subcontractors, manufacturers or suppliers appears in the register.

G. Liability Insurance

The Grantee shall provide and maintain insurance in an amount sufficient to protect from claims that may arise out of or result from the Grantee's operations under this grant, or for anyone whose acts they are legally liable.

H. Indemnification

Each party to this Grant Agreement must seek its own legal representation and bear its own costs in any litigation that may arise from performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation and that each party shall be responsible for any judgments entered against it.

I. Conflict of Interest

No member of the legislative, judicial, or executive branch of state or federal governments or any local unit of government official shall personally benefit from this Grant Agreement. No member of the Grantee's Board of Directors, its employees, partner agencies or their families shall have any personal benefit from this Grant Agreement.

J. Cancellation

This Grant Agreement may be canceled by 30 day written notice by either party. If canceled, Grantee must provide a Final Report and invoice within 30 days of cancellation.

Cancellation or reduction of the grant by the Grantor may be for default by the Grantee, lack of further need for the service at the location named in the contract, or conviction of criminal offense(s) as set forth below.

Default is defined as the failure of the Grantee to fulfill the obligations of the Grant Agreement. In case of default by the Grantee, the Grantor may cancel the Grant Agreement immediately and all unused grant funds must be returned by the Grantee immediately. All disallowed costs and overpayments shall also be returned by the Grantee within 30 days of cancellation.

In the event the Grantor no longer needs the service specified in the grant due to department changes, changes in laws, rules or regulations, relocation of offices, or no longer has appropriations to fund the grant, the Grantor may cancel or reduce the grant by giving the Grantee written notice of such cancellation or reduction 30 days prior to the date of cancellation or reduction. All costs incurred by the Grantee between the grant cancellation or reduction notice and the cancellation or reduction date, with the exception of previously budgeted personnel costs and non-cancelable obligations, must be approved by the Grant Administrator prior to their incurrence. No costs shall be allowed after the grant has been cancelled.

The Grantor may immediately cancel the grant without further liability to the State, its departments, agencies and employees if the Grantee, an officer of the Grantee, or an owner of the Grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement; theft; forgery; bribery; falsification or destruction of records; receiving stolen property; attempting to influence a public employee to breach the ethical conduct standards for State employees; violation of a state or federal antitrust statute; or any other criminal offense which in the sole discretion of the Grantor, reflects on the Grantee's business integrity.

K. Electronic Funds Transfer

In accordance with Act No. 207 of the Public Acts of 2004, payments under this Grant Agreement must be processed by electronic funds transfer (EFT). Grantees are required to register to receive payments by EFT at the SIGMA website <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.

L. Freedom of Information

This is a grant from public funds and records associated with it are subject to disclosure under Michigan's Freedom of Information Act.

II. SPECIAL TERMS AND CONDITIONS

A. Statement of Purpose

The goal of this program is to support projects that increase the number of shelter dogs and cats that are sterilized and adopted in Michigan. Projects could also enhance knowledge and skills of animal control officers and animal shelter personnel involved with enforcement of animal related laws in Michigan as well as projects that serve to educate the public in proper animal care per the anticruelty laws and the value of spay neuter. Projects could also support and enhance programs that provide for the care and protection of animals, especially those housed for animal neglect or cruelty.

B. Statement of Work

To increase the number of dogs and cats that are sterilized and adopted and develop a comprehensive all-inclusive curriculum to be utilized consistently in the schools for the education of youth on spay/neuter.

C. Budget

This is a cost reimbursement of state funds.

Training	# of Units	Unit Cost	Total Cost
ACO I & II w/Test, NACCA Cert	4	\$ 844.00	\$ 3,376
Printed Media (i.e. brochures, flyers)			
School Printed materials	5,000	\$.04	\$ 200
Shelter materials – Adoption Packets	300	\$ 1.00	\$ 300
Advertising/Outreach (TV, radio, etc.)			
Social Media Campaign			\$ 500
Total Request			\$ 4,376

D. Payment Schedule

Payments will not be made until reports have been received by the Grant Administrator as required in Section II-F. Grantee's invoice must include a reconciliation of actual expenses incurred during the reporting period for reimbursement.

First Report (if applicable): Due no later than May 15, 2021
Final Report: Due no later than September 15, 2021

E. Audit

The project will be subject to audit by the State who may review the adequacy of the financial management/reporting system during or at any time subsequent to the award.

F. Reporting

1. Services or purchases must be performed between February 1, 2021 through September 1, 2021.

2. The Final Report for Reimbursement is due to the Grant Administrator no later than September 15, 2021.

At a minimum, each partial or final report shall contain an invoice and:

- a. A summary and status of the goals and objectives outlined in the proposal.
- b. A financial summary as compared to the budget submitted.
- c. Summary must include a reconciliation of actual expenses incurred during the reporting period for reimbursement, including supporting documentation (i.e. invoices, receipts, intake documents).

Lambert, Jill

Subject: FW: 2021 Animal Welfare Fund Contract
Attachments: Jill M Martin.vcf; City of Romulus Approval.pdf; City of Romulus Animal Shelter Contract.pdf

From: Steve Hitchcock [mailto:sjh@gmhlaw.com]
Sent: Monday, February 15, 2021 9:38 AM
To: Burcroff, Leroy <lburcroff@romulusgov.com>; Lambert, Jill <jlambert@romulusgov.com>; Wojtylko, Julie <jwojtylko@romulusgov.com>
Cc: Shelby, Derran <dshelby@romulusgov.com>; Martin, Jill <jmartin@romulusgov.com>
Subject: FW: 2021 Animal Welfare Fund Contract

Mayor and Jill,

I have reviewed this grant award for the animal shelter and recommend it for approval by Council.

Steve Hitchcock

Giarmarco, Mullins & Horton, P.C.
Tenth Floor Columbia Center
101 West Big Beaver Road
Troy, Michigan 48084-5280
Phone: (248) 457-7024
Fax: (248) 404-6324
Email: sjh@gmhlaw.com
www.gmhlaw.com



Confidential: This electronic message and all contents contain information from the law firm of Giarmarco, Mullins & Horton, P.C. which may be privileged, confidential or otherwise protected from disclosure. Any recipient other than the intended recipient is hereby notified that any disclosure, copy, distribution or use of the contents of this message or any attachments is strictly prohibited. If you have received this electronic message in error, please notify us immediately by reply e-mail or by phone and destroy the original message, attachments and all copies.

From: Shelby, Derran <dshelby@romulusgov.com>
Sent: Wednesday, February 10, 2021 11:05 AM
To: Steve Hitchcock <sjh@gmhlaw.com>
Subject: FW: 2021 Animal Welfare Fund Contract

Hi Stephen,

Please review. If you concur I will forward onward to get on the council's agenda.

THX

DS



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held:

February 22, 2021

Item No. E.

General Description: Piggyback on MiDeal Contract - For the Purchase of Practice and Duty Ammunition for RPD

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 MiDeal Contract #071B6600126 for the Purchase of Practice and Duty Ammunition for the Police Department
DATE: February 17, 2021

I concur with the recommendation of Robert Pfannes, Police Chief and Gary Harris, Purchasing Director, and respectfully request Council's authorization to piggyback on the MiDeal Contract #071B6600126 to purchase ammunition for both practice at the range and on duty purposes in the amount of \$12,189.60 from Vance Outdoor Inc.

Maria Farris, Finance Director, has verified that funds for the purchase are currently available in the Public Safety Fund, Police Department, Certifications and Licensing expense account #205-301-957.000.

Motion by _____, supported by _____, to concur with the administration and consent to piggyback on the MiDeal Contract #071B6600126 to purchase ammunition for both practice at the range and on duty purposes in the amount of \$12,189.60 from Vance Outdoor Inc.



MEMORANDUM

DATE: February 16, 2021
TO: Mayor LeRoy Burcroff
FROM: Gary Harris, Purchasing Director
SUBJECT: Piggyback on MiDeal Contract #071B6600126 for the purchase of Practice and Duty Ammunition for the Police Dept.

The Romulus Police Department is in need of ammunition for both practice at the range and on duty purposes. Vance Outdoors holds a contract with the State of Michigan through its MiDeal program for the sale of ammunition. The Police Department wishes to purchase \$12,189.60 worth of ammunition at this time.

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

"The city's procurement by 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."

The Michigan Department of State acted as the host agency for the MiDeal solicitation that resulted in a contract being awarded to Vance Outdoors Inc.. (Contract expires August 31, 2021)

It is the recommendation of myself and Police Chief Robert Pfannes to proceed with the purchase. If you concur, please request Council's permission to piggyback on the MiDeal Contract (#071B6600126) to purchase .223Rem (1,000rds), .40S&W 175gr (500rds), .40S&W 165gr (500rds) 9MM Luger (500rds), & 12ga. Buffered Shot (250rds) ammunition for a total of \$12,189.60 from Vance Outdoors Inc..

Maria Farris, Financial Services Director has verified that funds for this purpose are currently available in the Public Safety Fund, Police Department, Certifications & Licensing expense account (205-301-957.000)).

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

Gary Harris
Purchasing Director

Memo

To: LeRoy D. Burcroff, Mayor

From: Robert Pfannes, Chief of Police 

Date: February 10, 2021

SUBJECT: Request to Purchase Practice & Duty Ammunition- Piggyback on MiDeal Contract#071B6600126

The Romulus Police Department has budgeted for the purchase of Practice, and Duty Ammunition for the 20/21 Fiscal Year.

As allowed under the Piggyback clause of the Romulus Purchasing Ordinance we would like to purchase .223Rem (1,000rds), .40S&W 175gr (500rds), .40S&W 165gr (500rds) 9MM Luger (500rds.), & 12ga. Buffered Shot (250rds), ammunition with the State of Michigan MI-Deal Contract #071B6600126.

Funds for this purchase are budgeted in account 205-301-957.000 Certifications & Licensing.

If you concur, please seek Councils approval to proceed with this purchase.



FUNDS VERIFICATION FORM

DEPARTMENT:

Police Department

FUND NAME:

Certifications & Licensing

ACCOUNT NUMBER/S:

205-301-957.000

PURPOSE FOR REQUEST:

To purchase department Practice, & Duty Ammunition.

AMOUNT OF EXPENDITURE:

\$12,189.60

SIGNATURE OF DEPARTMENT HEAD:

Robert D. Gannes

FUNDS CURRENTLY AVAILABLE:

\$25,083.46

FINANCE DEPARTMENT APPROVAL:

Marina Jannes

DATE:

February 10, 2021



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **February 22, 2021**

Item No. F.

General Description: Extension of Pricing from ITB 20/21-05 with Davenport Masonry - Structural Repair - Fire Station #4

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: Extension of pricing from ITB 20/21-05 with Davenport
Masonry for the South Elevation Structural Repair of Fire Station
#4 – 28777 Eureka
DATE: February 17, 2021

I concur with the recommendation of Kevin Krause, Fire Chief and Gary Harris, Purchasing Director, to extend the contract from ITB 20/21-05 with Davenport Masonry Inc., for the Repairs of the South Elevation of Fire Station #4 located at 28777 Eureka Road, in the amount of \$14,900.00. Additionally, a 10% contingency is being requested for unforeseen necessary repairs.

Maria Farris, Finance Director, has verified that funds for this purpose are currently available in the Public Safety Fund, Fire Department, Capital Outlay account #205-336-970.000.

Motion by _____, supported by _____ to concur with the administration and extend the contract from ITB 20/21-05 with Davenport Masonry Inc., for the Repairs of the South Elevation of Fire Station #4 located at 28777 Eureka Road, in the amount of \$14,900.00 with an additional 10% contingency for any unforeseen necessary repairs.



MEMORANDUM

DATE: February 16, 2021
TO: Mayor LeRoy Burcroff
FROM: Gary Harris, Purchasing Director
SUBJECT: Extension of pricing from ITB 20/21-05 with Davenport Masonry for the South Elevation Structural Repair of Fire Station #4-28777 Eureka

At the regular Council Meeting held December 14, 2020, the honorable Council members by their action awarded bid ITB 20/21-05 (Resolution 20-339) to Davenport Masonry Inc., for the phased structural repairs of Fire Station #4 located at 28777 Eureka Rd in Romulus. It was known other phases to these repairs needed to be made, however due to budgetary constraints, only part of the bid was able to be awarded at that time.

Please be informed Davenport Masonry Inc. has agreed to perform repairs on the South Elevation at a significant discount to the City if performed during the repairs to the North Elevation as per terms of their initial bid. The City will save between \$1,600.00 and \$3,100.00 due to Davenport not having to restage the repairs at a later date. The total cost of the South Elevation stage is \$14,900.00.

I concur with the recommendation of Fire Chief, Kevin Krause to extend the contract from ITB 20/21-05 with Davenport Masonry Inc. for the Repairs of the South Elevation of Fire Station #4 located at 28777 Eureka Rd. in the amount of \$14,900.00. Additionally, a 10% contingency is being requested for unforeseen necessary repairs.

Maria Farris, Financial Services Director has verified that funds for this purpose are currently available in the Public Safety Fund, fire department, capital outlay account (205-336-970.000)

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

Purchasing Director

Romulus Fire Department

Memo

To: Gary Harris, Purchasing Director
Cc:

From: Fire Chief Kevin Krause

Date: 02/02/2021

Re: Request to Extend ITB 20/21-05 Fire Station #4 Building Structural Repairs

Please consider a request for Romulus City Council's approval to move forward with the re-phasing and combining of the North Elevation 2021 repair and a portion of the South Elevation structural repair of Fire Station #4 and to extend ITB 20/21-05 bid pricing which was awarded to Davenport Masonry, Inc. The South Elevation repair cost for 2021 is \$14,900.00. Re-phasing of the South Elevation repair with the North Elevation repair would save the City of Romulus between \$1,600.00 and \$3,100.00 with respect to the year it is completed, as well as maintain a 10% contingency.

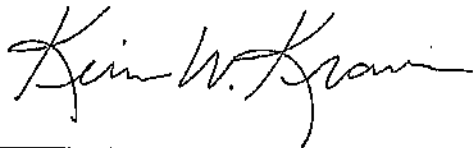
Therefore, we are requesting to receive City Council approval to proceed with this extension and award.

Funds for these repairs are available in the Public Safety Fund, Fire Department, Capital Outlay Expense Account 205-336-970.000.

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



FUNDS VERIFICATION FORM

<u>DEPARTMENT:</u> Romulus Fire Department
<u>FUND NAME:</u> Capital Outlay
<u>ACCOUNT NUMBER/S:</u> 205-336-970.000
<u>PURPOSE FOR REQUEST:</u> Award repairs at Fire Station #4 for North Elevation and adding South Elevation structural repair.
<u>AMOUNT OF EXPENDITURE:</u> \$14,900 \$1,490; 10% Contingency
<u>SIGNATURE OF DEPARTMENT HEAD:</u> 
<u>FUNDS CURRENTLY AVAILABLE:</u> \$16,750
<u>FINANCE DEPARTMENT APPROVAL:</u>  Feb 3, 2021
<u>DATE:</u> February 02, 2021



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held:

February 22, 2021

Item No. G.

General Description: Sole Source - Refurbishing of Gradall with AIS Construction Equipment

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: Sole Source- Refurbishing of Gradall with AIS Construction Equipment
DATE: February 17, 2021

I concur with the recommendation of Roberto Scappaticci, DPW Director and Gary Harris, Purchasing Director, and respectfully request City Council authorize the refurbishing of the Department of Public Works' Gradall by AIS Construction Equipment under the terms of Sole Source Purchases Exception in Section 39-11(d)(1)c.1 of the City of Romulus Purchasing Ordinance in the amount of \$93,000.00

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

Motion by _____, supported by _____, to concur with the Administration, and authorize the refurbishing of the Department of Public Works' Gradall by AIS Construction Equipment under the terms of Sole Source Purchases Exception in Section 39-11(d)(1)c.1 of the City of Romulus Purchasing Ordinance in the amount of \$93,000.00



MEMORANDUM

DATE: February 17, 2021
TO: Mayor LeRoy D. Burcroff
FROM: Gary Harris, Purchasing Director
SUBJECT: Sole Source – Refurbishing of Gradall with AIS Construction Equipment

Under the terms of Chapter 39 of the City of Romulus Code of Ordinances (Section 39-11(d)(1)c.1., Exceptions to Competition-Sole Source Purchase-only one known source that can provide the commodity), I respectfully request that Council authorize AIS Construction Equipment to refurbish the DPW's Gradall. The Gradall was acquired November 10, 1998 and is in need of a large scale refurbishing. The cost to refurbish the Gradall, which is expected to extend the useful life for 10 years, is \$93,000. In comparison, a new Gradall would cost \$425,387.36.

Gradall Industries, Inc has submitted a letter stating AIS Construction Equipment is the sole authorized distributor for Gradall, parts, products, and service in the lower peninsula of the State of Michigan

I concur with the recommendation of DPW Director Roberto Scappaticci to proceed. If you concur, please request Council's permission to have the Department of Public Works' Gradall refurbished by AIS Construction Equipment under the terms of Sole Source Purchases Exception in Section 39-11(d)(1)c.1 of the City of Romulus Purchasing Ordinance in the amount of \$93,000.00.

Victoria Trush, Assistant Financial Services Director has verified that funds are available in the Motor Vehicle Fund, Capital Outlay Machinery & Equipment Expense Account (661-258-970.138).

Gary Harris
Purchasing Director

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Gary Harris, Purchasing Director

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

CC: Mayor LeRoy D. Burcroff
Maria Farris, Finance Director
Robert McCraight, Director of Public Services
Kathy Ritter, Assistant Director of Public Works

DATE: February 12th, 2021

SUBJECT: Gradall Refurbishing – Sole Source Recommendation

Dear Gary,

Per our conversation, the DPW is requesting that the Gradall Excavator be refurbished completely per the recommendations of AIS Construction Equipment. The DPW has reviewed the recommendation and agrees with the proposal. The cost to refurbish this piece of equipment is **\$93,000.00 not to exceed.**

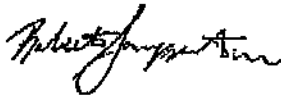
In comparison, the cost to replace this piece of equipment is \$425,387.36. Hence we feel refurbishing the equipment is cost effective for maintaining it another 10 years.

This purchase will be made via sole source, as AIS is a sole source vendor in Michigan to Gradall Equipment Manufacturer.

Funding for this project has been secured in the following account: 661-258-970.138 in fiscal 20/21.

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\motor veh fund\2021\gradall refurb\recommendation_memo_dpw.docx



GRADALL INDUSTRIES, INC.

January 20, 2021

To Whom It May Concern:

This letter is to confirm that AIS Construction Equipment is the exclusive and sole authorized distributor for Gradall products, parts, and service in the State of Michigan excluding the Upper Peninsula. We have a long-standing relationship with AIS Construction Equipment and they have been our authorized dealer for many years.

Thank you again for your time. If you have any questions, please feel free to contact me.

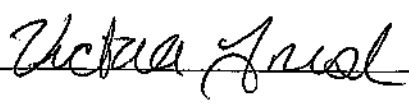
Sincerely,

A handwritten signature in dark ink, appearing to read "Gary Cain". The signature is fluid and cursive, with the first and last names clearly distinguishable.

Gary Cain
Regional Sales Manager



FUNDS VERIFICATION FORM

DEPARTMENT: DPW
FUND NAME: Capital Outlay Motor Vehicle
ACCOUNT NUMBER/S: 661-258-970.138
PURPOSE FOR REQUEST: Refurbish Gradall
AMOUNT OF EXPENDITURE: \$93,000.00
SIGNATURE OF DEPARTMENT HEAD: 
FUNDS CURRENTLY AVAILABLE:
FINANCE DEPARTMENT APPROVAL: 
DATE: 2-16-2021



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **February 22, 2021**

Item No. H.

General Description: Introduction of Budget Amendment 20/21-14
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 20/21-14
DATE: February 17, 2021

I am hereby requesting introduction of Budget Amendment 20/21-14 to recognize a budget amendment for May 4, 2021 Special School Election.

Motion by _____, supported by _____ to concur with the administration and introduce budget amendment 20/21-14 to recognize a budget amendment for May 4, 2021 Special School Election.

MEMORANDUM

TO: Mayor LeRoy D. Burcroff

FROM: Finance Department

DATE: February 9, 2021 *MS*

SUBJECT: Budget Amendment 20/21 - 14

<u>FUND/DEPT.</u> <u>ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT</u> <u>BUDGET</u>	<u>AMENDMENT</u>	<u>AMENDED</u> <u>BUDGET</u>
Clerk				
<u>Revenue</u>				
101-262-682.262	Election Reimbursment	-	\$ 45,000.00	\$ 45,000.00
<u>Expense</u>				
101-262-728.000	Postage	-	\$ 7,000.00	\$ 7,000.00
101-262-729.000	Election Supplies	-	\$ 20,000.00	\$ 20,000.00
101-262-818.000	Contractual Services	-	\$ 14,000.00	\$ 14,000.00
101-262-900.000	Printing and Publishing	-	\$ 500.00	\$ 500.00
101-262-710.000	Overtime	-	\$ 3,500.00	\$ 3,500.00
	Total		\$ 45,000.00	\$ 45,000.00

To recognize a Budget Amendment for May 4, 2021 Special School Election

BUDGET AMENDMENT FORM

INCREASE		DECREASE	
Account Number /Name	Amount	Account Number /Name	Amount
Postage 101-262-728.000	\$ 7,000		
Election Supplies 101-262-729.000	\$ 20,000		
Contractual Services 101-262-818.000	\$ 14,000		
Printing and Publications 101-262-900.00	\$ 500		
Overtime 101-262-710.000	\$ 3,500		
TOTAL	\$ 45,000	TOTAL	\$ -

PURPOSE: To cover costs for May 4, 2021 Special School Election

DATE: 2/4/2021

Department Head Signature:

Mayor's Authorization:

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



MEMORANDUM

To: Maria Farris, Finance Director

From: Ellen L. Craig-Bragg, Clerk

Re: D'Sjonaun Hockenhull, Deputy Clerk
Victoria Trush, Assistant Finance Director

Date: February 9, 2021

Re: Request for Budget Amendment for May 4, 2021 Special Election

We have been notified that there will be a Special Election on May 4, 2021, for Romulus and Woodhaven/Brownstown school district ballot proposals. I am requesting a budget amendment to cover the costs to hold the election for the following reasons:

- Funds were not budgeted for a May-Special Election.
- The current 20/21 fiscal year budget only covered two (August and November) elections.
- Most of the funds in the election budget have been exhausted due to many unanticipated expenditures that were necessary to successfully hold a safe presidential primary and general election during the pandemic. Also, receiving the CTCLS Safe Election grant monies helped us stay within the approved budget and pay all expenditures.

The good news is that 100% of expenditures to hold the May election are refundable by the School districts according to MCL 168.315. The estimated cost to hold the election, based off of previous special election expenditure, will be approximately \$45,000.

Therefore, I request a budget amendment in the amount of \$45,000 to cover the costs to conduct the May 4, 2021 Special Election.



City of Romulus

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

Council Meeting Held: February 22, 2021

Item No. A.

General Description: Study Session request from Mayor Burcroff for March 1, 2021 @ 6:00pm to discuss Honorary Street Sign Dedication Policy

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: February 22, 2021

Re: Study Session Request to discuss Quarterly Investment Report

Mayor Burcroff is requesting a thirty (30) minute study session for March 1, 2021 at 6:00pm to discuss the Honorary Street Sign Dedication Policy.

The date and time is available for the study session request.

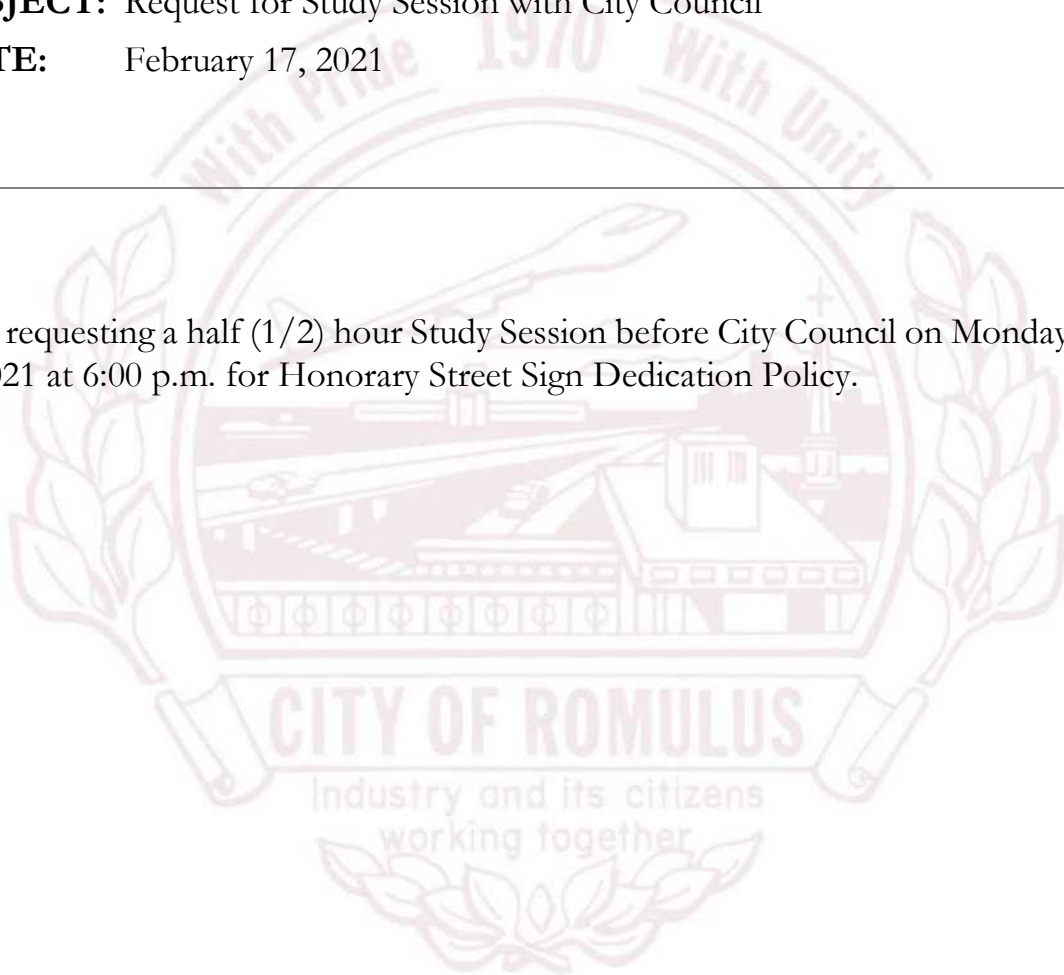
****Please Note:** There is a study session that is also scheduled for March 1, 2021 at 6:30pm to discuss the Quarterly Investment Report. The study session request was approved at the 2/8/21 regular meeting. ******

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: February 17, 2021

I am requesting a half (1/2) hour Study Session before City Council on Monday, March 1, 2021 at 6:00 p.m. for Honorary Street Sign Dedication Policy.





City of Romulus

Treasurer's Report

Council Meeting Held:

February 22, 2021

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:

February 22, 2021

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:

February 22, 2021

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.

February 22, 2021

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Warrant

Council Meeting Held: **February 22, 2021**

Item No. A.

General Description: Approval of Warrant #: 21-4 Checks presented in the amount of \$909,024.86.

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

CITY OF ROMULUS

WARRANT REGISTER SUMMARY

Council Meeting Date: February 22, 2021
Warrant Number: 21-4

TOTAL WARRANT REGISTER

\$909,024.86

P.O.#	CHECK #	PAYEE	AMOUNT

TOTAL DELETIONS _____
TOTAL ADJUSTED WARRANT (IF ANY DELETIONS) _____

REWARRANTED ITEMS: (not included in above totals)

P.O.#	CHECK #	PAYEE	AMOUNT

COUNCIL AUTHORIZATION

DATE

The obligations of transfer of funds described on the attached warrant register including the required interfund advances have been authorized by the Council. We hereby authorize the Treasurer of the City of Romulus to disburse funds as listed in payment thereof with the exception of deleted items listed above.

MAYOR

CLERK

02/17/2021 CHECK DISBURSEMENT REPORT FOR CITY OF ROMULUS
CHECK DATE FROM 02/05/2021 - 02/17/2021

Fund	Amount	
Total for fund 101	General Fund	47,982.39
Total for fund 202	Major Street Fund	45,538.09
Total for fund 203	Local Street Fund	9,126.44
Total for fund 205	Public Safety Fund	9,399.61
Total for fund 211	Cable TV	2.50
Total for fund 218	Merriman Rd. Spec. Assess	321.95
Total for fund 219	Street Lighting Fund	62.14
Total for fund 220	Oakwood SAD	49.50
Total for fund 268	Narc Forfeiture - State	36.01
Total for fund 271	Library Fund	10,490.50
Total for fund 295	DDA	400.03
Total for fund 297	T.I.F.A. District #2	2,041.00
Total for fund 402	Vining Road Exten - Ecorse Const	7,205.00
Total for fund 592	Water & Sewer Fund	437,474.39
Total for fund 661	Motor Vehicle	28,449.36
Total for fund 664	Technology Services	304.24
Total for fund 676	Retiree's Ins. Benefits	48,268.09
Total for fund 677	Prop & Liability Ins Fund	45,000.00
Total for fund 701	Revolving Fund	64,048.94
Total for fund 703	Current Tax	4,259.74
Total for fund 705	Delq. Pers. Prop. Fund	1,327.08
Total for fund 750	Payroll Fund	147,237.86
TOTAL - ALL FUNDS		909,024.86

02/17/2021

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 02/05/2021 - 02/17/2021

Check Date	Vendor Name	Description	Amount
Bank POOL POOLED CASH			
02/10/2021	THE HARTFORD-PRIORITY ACCOUNTS	FEBRUARY 2021 CUST # 008758520001-	7,111.49
02/17/2021	INVOICE CLOUD INC.	INVERTED PO FOR MONTHLY FEES FOR CREDIT	498.75
02/17/2021	MI. CONF. OF TEAMSTERS WELFARE FUND	MARCH 2021 INSURANCE	103,187.90
02/17/2021	TOSHIBA FINANCIAL SERVICES	CUSTOMER #1608979 LOAN PAYMENT FEBRUARY	2,122.87
02/17/2021	VARIPRO BENEFIT ADMINSTRATORS	MARCH 2021 RETIREE HEALTH	44,959.36
02/17/2021	34TH DISTRICT COURT	REIMBURSEMENT FOR 1ST QTR FY21 G2G FEES	749.14
02/17/2021	ACE CUTTING EQUIPMENT & SUPPLY, INC	20/21 BLANKET PO- WATER DEPT MISC PARTS	1,024.00
02/17/2021	AMAZON.COM LLC	LIBRARY SUPPLIES ACCT# 60457 8781 027900	87.43
		LIBRARY SUPPLIES ACCT# 60457 8781 027900	133.33
		LIBRARY SUPPLIES ACCT# 60457 8781 027900	53.91
		LIBRARY SUPPLIES ACCT# 60457 8781 027900	80.87
		LIBRARY SUPPLIES ACCT# 60457 8781 027900	14.44
		LIBRARY SUPPLIES ACCT# 60457 8781 027900	9.95
		LIBRARY SUPPLIES ACCT# 60457 8781 027900	9.98
		LIBRARY SUPPLIES ACCT# 60457 8781 027900	18.52
			408.43
02/17/2021	APPLIED IMAGING	2/01/2021 THRU 2/28/2021 COPIER CHARGES	522.77
02/17/2021	ASSOCIATED NEWSPAPERS OF MICHIGAN	ITB 20/21-10 20/21 INVERTED P.O 01-01-2	115.46
02/17/2021	ATCHINSON FORD SALES, INC.	20/21 BLANKET PO MISC VEHICLE REPAIRS -	427.57
02/17/2021	AUTO VALUE OF ROMULUS	20/21 BLANKET PO FOR MISC MECHANIC PURCH	141.24
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	18.92
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	31.62
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	18.92
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	202.74
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	15.58
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	4.89
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	4.89
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	3.21
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	31.62
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	88.96
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	12.99
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	56.85
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	12.95
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	4.83
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	155.96
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	15.27
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	18.08
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	476.00
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	128.24
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	135.38
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	110.77
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	73.18
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	211.50
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	292.48
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	146.24
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	55.38
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	3.59
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	(37.13)
		20/21 BLANKET PO FOR MISC MECHANIC PURCH	(18.00)
			2,417.15
02/17/2021	AUTO VALUE OF ROMULUS	20/21 BLANKET PO FOR MISC MECHANIC PURCH	63.98

02/17/2021	BAKER & TAYLOR	LIBRARY SUPPLIES BILLING CUSTOMER: 25163	1,469.23
		LIBRARY SUPPLIES BILLING CUSTOMER: 25163	1,239.03
		ACCOUNT # 251637 L154147 2 B00000 / QTY	402.87
		ACCOUNT # 251637 L154147 2 B00000 / QTY:	444.70
		ACCOUNT # 251637 L154147 2 B00000 / QTY:	732.58
		ACCOUNT # 251637 L154147 2 B00000 / QTY:	295.18
		ACCOUNT # 251637 L154147 2 B00000 / QTY:	153.84
		ACCOUNT # 251637 L154147 2 B00000 / QTY:	1,337.72
		ACCOUNT # 251637 L154147 2 B00000 / QTY:	584.36
		ACCOUNT # 251637 L154147 2 B00000 / QTY:	59.65
			6,719.16
02/17/2021	BLUE RIBBON CONTRACTING INC.	20/21 BLANKET PO FOR TOPSOIL & SAND - DP	559.00
02/17/2021	BROWN SUGAR & SPICE BOOKS & ED. SVC	SPEAKER FOR BLACK HISTORY MONTH - FACEBO	300.00
02/17/2021	BURTON'S PLUMBING & HEATING CO.	SNAKE DRAIN @ P.D.	325.00
02/17/2021	CADILLAC ASPHALT LLC	20/21 INVERTED PO - ITB 19/20-19 COLD P	9,703.70
02/17/2021	CAMERON TIMM	OFFICER CAMERON TIMM REIMBURSEMENT FOR 2	169.58
02/17/2021	CELESTE ROSCOE	OFFICE SUPPLIES FOR COUNCIL MEMBER CELES	49.62
02/17/2021	CENTER POINT LARGE PRINT	6 BOOKS CHRISTIAN ROMANCE, PLATINUM FICTI	137.82
02/17/2021	CHRISTOPHER SILVEY	CDL ENDORSEMENT N- TANKER FOR CHRISTOPHE	38.00
02/17/2021	CISLO TITLE COMPANY	2020 Win Tax Refund 80 141 01 0067 000	11.17
02/17/2021	CITY OF ROMULUS	2020 Win Tax Refund 80 139 01 0151 000	101.93
02/17/2021	COMCAST	FEB 10, THRU MAR 09, 2021SERVICE TO ADDT	8.10
02/17/2021	COMCAST	BUSINESS CABLE 02/18 - 3/17/2021 ACCOUNT	123.67
02/17/2021	CORE & MAIN	20/21 BLANKET PO FOR MISC WATER SUPPLIES	545.00
		20/21 BLANKET PO FOR MISC WATER SUPPLIES	39.60
			584.60
02/17/2021	CROVA SALES & SERVICE	20/21 BLANKET PO FOR CROVA SALES - DPW	20.30
02/17/2021	DEMCO	LIBRARY SUPPLIES BILLING CUSTOMER: 21002	308.61
02/17/2021	DORRIS BENNETT	FEBRUARY 2021RETIREE HEALTH DORRIS BENNE	335.12
02/17/2021	DTE ENERGY	JAN 5, - FEB 1, 2021 OAKWOOD STORM SEWER	49.50
		38205 BARTH - EMERGENCY SIREN- DEC 4, 20	25.47
		6800 WAYNE JAN 5, THRU FEB 1, 2021-FIRE	186.19
		29551 GODDARD - GODDARD RD HOT BOX - JAN	481.81
		6241 DEXTER - BOICE PARK - JAN 7, 202	36.72
		7219 MIDDLEBELT - FIRE #2 - JAN 6, 2021	716.18
		VINING RD HOT BOX - 34155 GODDARD - JAN	528.26
		16869 BRANDT - CREEKSIDE PUMP STATION -	45.51
		12055 WAYNE - BIRD HOUSE- JAN 7, 2021 T	9.23
		9755 OZGA - ELMER JOHNSON PARK - JAN 7,	50.01
		37230 NORTHLINE- FS #1 - JAN 7, 2021 TH	194.03
		11189 SHOOK - CHAMBER BLDG - JAN 7, 202	169.03
		11147 HUNT - HISTORICAL PAVILLION - JA	57.65
		12300 WAYNE - ANIMAL SHELTER - JAN 7, 20	412.09
		10202 SHOOK RD - CEMETERY - JAN 7, 2021	26.22
		11120 HUNT - SCHOOL HOUSE @ HISTORICAL P	41.37
		7506 MERRIMAN JAN 6, 2021 THRU FEB 2, 2	321.95
		31558 GODDARD - WSTER PUMP - JAN 7, FEB	1,485.98
		38834 HURON RIVER DR - WATER PUMP - JAN	55.01
		6061 COLUMBUS - FERNANDEZ PARK - JAN 12	14.95
			4,907.16
02/17/2021	DTE ENERGY	JAN 2021 - 11111 WAYNE- CITY HALL /11121	9,395.70
		8888 WICKHAM - STREET LIGHTING 01/06 TO	62.14
			9,457.84

02/17/2021	DOWNRIVER UTILITY WASTEWATER AUTHOR	WASTEWATER DISPOSAL CHARGES NOVEMBER 202	156,813.66
		WASTEWATER DISPOSAL CHARGES OCTOBER 2020	130,402.01
		FEBRUARY 2021 EXCESS FLOW	104,704.00
			<u>391,919.67</u>
02/17/2021	EPIC TITLE SERVICES LLC	2020 Win Tax Refund 80 142 01 0119 000	14.31
02/17/2021	WEX BANK	FEB 2021 EXXON/MOBIL FUEL ACCOUNT # 369-	13,008.71
02/17/2021	FERGUSON WATERWORKS #3386	INVENTORY ORDER ITB 19/20-03 WATER SYSTE	533.49
		INVENTORY ORDER ITB 19/20-03 WATER SYSTE	175.71
		INVENTORY ORDER ITB 19/20-03 WATER SYSTE	906.57
		2" COMPOUND METERS FOR INSTALLS	7,319.52
		Inventory Order	681.30
			<u>9,616.59</u>
02/17/2021	FOSTER BLUE WATER OIL, LLC	20/21 INVERTED PO - ITB 19/20-21 2 YEAR	1,089.44
		20/21 INVERTED PO - ITB 19/20-21 2 YEAR	1,177.64
			<u>2,267.08</u>
02/17/2021	GALE/CENGAGE LEARNING	1 BOOK ACCOUNT #194418 BESTSELLER VALUE	31.19
02/17/2021	GIARMARCO, MULLINS, & HORTON, PC	JAN 2021 ACCT# 70085.004 GENERAL	12,561.75
		JAN 2021 ACCT# 70085.005 HUMAN RESOURCES	1,404.00
		JAN 2021 ACCT # 70085-008B DPW	1,019.25
		JAN 2021 ACCT# 70085.011 CLERK'S OFFICE	432.00
		JAN 2021 ACCT# 70085-015 B PLANNING DEPA	430.50
		JAN 2021 ACCT# 70085.021 FINANCE	168.75
		JAN 2021 ACCT# 70085.000B DOWNRIVER SEWE	1,323.00
			<u>17,339.25</u>
02/17/2021	GMS PRESENTATIONS AND TRAINING LLC	TRAINING R. LIPKOWSKI & B..DANCER REPORT	90.00
02/17/2021	GRYPHON TRAINING GROUP INC.	CRIMINAL GYPSIES/TRAVLERS; MAY 27-28,20	435.00
02/17/2021	HEWLETT PACKARD FINANCIAL SERVICES	2020 Win Tax Refund 80 999 00 3426 000	153.08
02/17/2021	HOME DEPOT	20/21 BLANKET PO FOR MISC SUPPLIES - DPW	36.98
		20/21 BLANKET PO FOR MISC SUPPLIES - DPW	52.95
		20/21 BLANKET PO FOR MISC SUPPLIES - DPW	49.97
		20/21 BLANKET PO FOR MISC SUPPLIES - DPW	44.92
		20/21 BLANKET PO FOR MISC SUPPLIES - DPW	23.70
		20/21 BLANKET PO FOR MISC SUPPLIES - DPW	18.84
		20/21 BLANKET PO FOR MISC SUPPLIES - DPW	35.71
		20/21 BLANKET PO FOR MISC SUPPLIES - DPW	96.98
		20/21 BLANKET PO FOR MISC SUPPLIES - DPW	41.97
			<u>402.02</u>
02/17/2021	HONEYWELL BUILDING SOLUTIONS	INSTALLATION OF CONDENSATION PUMP @ CITY	592.55
		20/21 INVERTED PO - MONTHLY CONTRACT PA	7,818.66
			<u>8,411.21</u>
02/17/2021	HYDROCORP, INC.	20/21 INVERTED PO - ITB 17/18-25 5 YR C	1,900.00
		20/21 INVERTED PO - ITB 17/18-25 5 YR C	6,822.00
			<u>8,722.00</u>

02/17/2021	J & M TOWING	20/21 BLANKET PO TOWING FOR DISABLED CIT	225.00
02/17/2021	JERRY M NEHR JR	DEALING WITH EMOTIONALLY DISTURBED INDIV	597.00
02/17/2021	JODY BURGOS	REF: JODY BURGOS CASE #20-102	25.00
02/17/2021	JOHNSTON ENTERPRISES LLC	500 BUSINESS CARDS FOR JERRY FRAYER	48.00
02/17/2021	JOINT CLUTCH & GEAR SERVICE, INC.	20/21 BLANKET PO FOR MISC AUTO PARTS - M	30.00
02/17/2021	KELLER THOMA PC	PROF SVCS THROUGH 01/31/2021- GENERAL MA	2,578.00
02/17/2021	KENDALL HUNT PUBLISHING CO	4TH EDITION MICHIGAN STATE POLICE CRIMI	19.28
02/17/2021	LIBERTY PLUMBING SUPPLY	20/21 BLANKET PO FOR WATER & SEWER MISC	33.09
		20/21 BLANKET PO FOR WATER & SEWER MISC	197.36
			230.45
02/17/2021	LIBERTY TITLE AGENCY	2020 Win Tax Refund 80 138 02 0379 000	14.61
02/17/2021	LUSTER CLEANERS, INC	20/21 BLANKET PO PRISONERS BLANKET CLEAN	80.00
02/17/2021	MAURER'S TEXTILE RENTAL SERVICES	INVERTED PO - FY 20/21, BUILDING DEPT U	18.23
		INVERTED PO - FY 20/21, BUILDING DEPT U	18.23
		INVERTED PO - FY 20/21, BUILDING DEPT U	18.23
		INVERTED PO - FY 20/21, BUILDING DEPT U	18.23
		20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	28.89
		20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	21.94
		20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	2.23
		20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	105.10
		20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	21.94
		20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	28.89
		20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	105.10
		20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	2.23
			389.24
02/17/2021	CHERYL MCGUIRE	CHERYL MCGUIRE (RECORDING SEC) #01-2021	200.00
02/17/2021	MI ASSOC OF MUNICIPAL CEMETERIES	MI ASSOC. OF MUNICIPAL CEMETERY MEMBERSH	40.00
02/17/2021	MICHIGAN CAT	20/21 BLANKET PO FOR MISC EQUIPMENT PURC	111.54
		SOLE SOURCE PART NEEDED FOR REPAIR OF #1	1,709.49
			1,821.03
02/17/2021	MICHIGAN DOWNTOWN ASSOCIATION	MDA VIRTUAL ANNUAL CONFERENCE 2021 3/26	50.00
02/17/2021	MICHIGAN HUMANE SOCIETY	GREAT LAKES CONFERENCE TICKETS FOR 3 OFF	147.00
02/17/2021	MML WORKER'S COMP FUND	INSTALLMENT #2 - POLICY #5000050-20 POLI	38,210.00
02/17/2021	MICHIGAN PIPE & VALVE INC.	ITB 18/19-34 LOW STOCK PURCHASE-WATER MA	1,373.12
02/17/2021	MICHIGAN STATE POLICE	CUSTOMER # 786 - SEX OFFENDER REG 07/1/2	420.00
02/17/2021	MIDWEST TAPE	190 DIGITAL ITEMS CUSTOMER# 2000015943	392.35
02/17/2021	MITCHELL1	SOLE SOURCE PURCHASE-UPGRADES & ACCESS-S	4,393.58
02/17/2021	MKSK, INC.	GENERAL CONSULTATION	262.50
		GENERAL CONSULTATION	207.50
			470.00
02/17/2021	MML LIABILITY & PROPERTY POOL	MML POOL CLAIM DEDUCTBLE FOR CLAIM #100G	15,000.00
		MML POOL CLAIM DEDUCTBLE FOR CLAIM #100G	15,000.00
		MML POOL CLAIM DEDUCTBLE FOR CLAIM #100G	15,000.00
			45,000.00
02/17/2021	MUCHMORE HARRINGTON SMALLEY & ASSOC	20/21 INVERTED PO FOR LEGISLATIVE SERVIC	2,000.00
		20/21 INVERTED PO FOR LEGISLATIVE SERVIC	2,000.00
			4,000.00

02/17/2021	NATIONAL ANIMAL CARE & CONTROL ASSO	ACO'S , AVERY, WALLACE & DONALD MEMBERSH	75.00
02/17/2021	NATIONAL TAX SERVICE, LLC	2020 Win Tax Refund 80 415 99 0028 710	130.84
02/17/2021	NATIONAL VISION ADMINISTRATORS, LLC	VISION FOR FEBRUARY 2021 INVOICE #436261	1,702.08
02/17/2021	NAVIA BENEFIT SOLUTIONS - LOCKBOX	NAVIA FOR JANUARY 2020	135.00
02/17/2021	NOAR TECHNOLOGIES	OPEN ENROLLEMENT MAP360 TRAINING FEB 4,2	500.00
02/17/2021	NORTHSIDE TRUE VALUE HARDWARE	20/21 BLANKET PO FOR MISC BUILDING MAINT	16.49
		20/21 BLANKET PO FOR MISC BUILDING MAINT	43.96
			60.45
02/17/2021	O.R. COLAN ASSOCIATES LLC	PROFESSIONAL SERVICES FOR ECORSE/WAYNE I	7,000.00
02/17/2021	OAKLAND COUNTY	20/21 INVERTED PO FIRE INCIDENT REPORTIN	1,325.50
		20/21 INVERTED PO FIRE INCIDENT REPORTIN	460.50
			1,786.00
02/17/2021	ORCHARD, HILTZ & MCCLIMENT	REVIEW EASEMENT DOCUMENTS - INV DATED 12	205.50
		ZONING ORDINANCE CONDO REVIEW	479.50
		ENGINEERING SERVICES: ECORSE RD RECONST	205.00
		2020 SIDEWALK PROGRAM VAN BORN ROAD, WAS	1,347.50
		OZGA SANITARY SEWER PROJECT	4,506.50
		GLWA WICK ROAD 48" WATER MAIN 0155-19-01	5,394.75
		BEVERLY ROAD RECONSTRUCTIONS PHASE II	8,716.25
		ECORSE AND MIDDLEBELT WATER MAIN REPLACE	195.00
		ITB 19/20-15 2020 HMA PAVING PROGRAM INS	1,807.50
		ITB 19/20-25 2020 SANITARY REPAIRS/ INSP	3,365.00
		BARTH ROAD PHASE I	28,182.50
		PROFESSIONAL SERVICES RENDERED THROUGH 1	3,299.50
		PROFESSIONAL SERVICES RENDERED THROUGH 1	2,867.00
		SPR-2018-027; DMAC - OHM	1,500.25
		SPR-2020-005; Amazon Off-Site Pkg - OHM	1,485.25
			63,557.00
02/17/2021	OSBORNE CONCRETE COMPANY INC.	20/21 BLANKET PO FOR MISC. PURCHASES	708.00
02/17/2021	OSBURN INDUSTRIES, INC.	ITB 18/19-29 - TWO YEAR PRICING GRAVEL,	1,062.53
02/17/2021	OUTDOOR EXPERTS, INC	20/21 BLANKET PO FOR PARTS TO REPAIR SNO	371.43
02/17/2021	PARAGON LABORATORIES INC	WATER TESTING @ HOMEFIELD NORTH OF ECORS	84.00
02/17/2021	PARKWAY SERVICES, INC.	20/21 INVERTED PO FOR PORTA JOHNS IN DOW	140.00
02/17/2021	PRAXAIR DISTRIBUTION, INC.	20/21 BLANKET PO MISC MECHANIC WELDING S	112.60
02/17/2021	RICOH USA, INC	20/21 INVERTED PO FOR QUARTERLY MAINTENA	737.58
02/17/2021	ROMULUS COMMUNITY SCHOOLS	DELINQUENT PERSONAL PROPERTY DISBURSEMEN	614.68
02/17/2021	ROSE PEST SOLUTIONS	20/21 INVERTED PO FOR ROSE PEST SOLUTION	68.00
		20/21 INVERTED PO FOR ROSE PEST SOLUTION	68.00
		20/21 INVERTED PO FOR ROSE PEST SOLUTION	78.00
		20/21 INVERTED PO FOR ROSE PEST SOLUTION	68.00
			282.00

02/17/2021	ROSIE M. CHAPMAN	AFRICAN AND AFRICAN AMERICAN FOLKTALES A	125.00
02/17/2021	ROWE PROFESSIONAL SERVICES COMPANY	2020 BEVERLY ROAD RECONSTRUCTION - PHASE	739.12
02/17/2021	SPAULDING MFG INC	REPAIR HOT BOX MACHINE 113A	370.56
02/17/2021	STATE OF MICHIGAN	DISBURSE 2020 C.T. FOR JAN 16-31, 2021	3,756.46
02/17/2021	SUBURBAN OCCUPATIONAL HEALTH	NEW HIRE PHYSICALS/DRUG SCREENS - PUSINO	190.00
02/17/2021	SUSAN WUILLIAMS	REF: SUSAN WILLIAMS CASE #20-147	25.00
02/17/2021	TODD WENZEL BUICK GMC OF WESTLAND	20/21 BLANKET PO MISC MECHANIC SUPPLIES	36.90
02/17/2021	TRACTOR SUPPLY CREDIT PLAN	20/21 BLANKET PO FOR MISC DPW PURCHASES	109.95
02/17/2021	UNEMPLOYMENT INSURANCE AGENCY	2019 BENEFIT CHARGES ACCT #: 0804632 000	147.04
02/17/2021	USF HOLLAND	ESCROW WITHDRAWAL FOR USF HOLLAND	63,873.94
02/17/2021	VERIZON WIRELESS	JAN 02 TO FEB 01, 2021 DATA ACCT # 34212	404.95
02/17/2021	VERIZON WIRELESS	ACCT # 342127256-00001 JAN 02 - FEB 01,	1,176.29
02/17/2021	VERIZON WIRELESS	CITY SMARTPHONES JAN 8 - FEB 7 2021 ACCT	808.52
02/17/2021	GRAINGER INC.	20/21 BLANKET PO - FOR MISCELLANEOUS PUR	254.74
02/17/2021	W.W. WILLIAMS	REPAIR GENERATOR @ 34TH DISTRICT COURT	131.04
		REPAIR GENERATOR @ SENIOR CENTER	604.72
		REPAIR GENERATOR @ FIRE STATION #1	609.35
			1,345.11
02/17/2021	WAYNE COUNTY	20/21 INVERTED PO-TRAFFIC SIGNAL MAINTEN	1,054.04
		20/21 INVERTED PO-TRAFFIC SIGNAL MAINTEN	1,054.04
			2,108.08
02/17/2021	WAYNE COUNTY LAND BANK	DISBURSE 2020 CT DISBURSEMENT JAN 16-31,	77.34
02/17/2021	WAYNE COUNTY REGISTER OF DEEDS	REGISTER OF DEEDS RECORDING FEE- MERRIMA	24.00
		REGISTER OF DEEDS RECORDING FEE- MERRIMA	27.00
		REGISTER OF DEEDS RECORDING FEE- MERRIMA	24.00
		REGISTER OF DEEDS RECORDING FEE- MERRIMA	24.00
		REGISTER OF DEEDS RECORDING FEE- MERRIMA	27.00
			126.00
02/17/2021	WAYNE COUNTY TREASURER	DELINQUENT PERSONAL PROPERTY DISBURSEMEN	712.40
02/17/2021	WOLVERINE FREIGHTLINER WESTSIDE	20/21 BLANKET PO FOR MECHANICS PARTS	445.50
02/17/2021	ZIEBART OF MICHIGAN - M122	NEW UNDERCOAT & RUST PROTECTION FOR 5 NE	499.95
		NEW UNDERCOAT & RUST PROTECTION FOR 5 NE	499.95
		NEW UNDERCOAT & RUST PROTECTION FOR 5 NE	499.95
		NEW UNDERCOAT & RUST PROTECTION FOR 5 NE	499.95
		NEW UNDERCOAT & RUST PROTECTION FOR 5 NE	499.95
			2,499.75
POOL TOTALS:			
Total of 108 Checks:			909,024.86
Less 0 Void Checks:			0.00
Total of 108 Disbursements:			
			909,024.86



City of Romulus

Communication

Council Meeting Held:
Item No. 12

February 22, 2021

Councilperson Abdo: _____

Councilperson Barden: _____

Councilperson Roscoe: _____

Councilperson Talley: _____

Councilperson Wadsworth: _____

Councilperson Webb: _____

Councilperson Williams: _____



City of Romulus

Adjournment

Council Meeting Held:

February 22, 2021

Item No. 13

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED