CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
June 28, 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, June 14, 2021, at 7:30 p.m.
   - **B.** Approval of minutes from the special meeting study session held on Monday, June 14, 2021, at 6:00 p.m. to discuss the leasing of marked patrol vehicles and purchase of Motorola radios; and, the special meeting closed session held on Monday, June 14, 2021, at 6:30 p.m. to discuss an attorney opinion.
3. **Petitioner**
4. **Chairperson's Report, John Barden, Mayor Pro-Tem**
   - **A.** Approval of the Chairperson's Report
5. **Mayor's Report – LeRoy D. Burcroff, Mayor**
   - **A.** Water Residential Assistance Program (WRAP)
   - **B.** Request to Sign Amended Lease with Big Steve's Designz, LLC
   - **C.** Piggyback on MiDeal - Motorola Solutions PSAP Radio Systems Replacement (Police Dept. & Police/Fire Dispatch)
   - **D.** Piggyback on Livingston County Contract - Automotive Fleet Management Services - Four (4) year Lease of Five (5) Patrol Vehicles
6. **Clerk's Report – Ellen L. Craig-Bragg, Clerk**
   - **A.** Reappointment of Donald Morris to Board of Zoning Appeals
   - **B.** Study Session Request by Clerk Bragg for August 2, 2021, @ 6:30 pm to discuss cemetery rules and regulations.
   - **C.** **FOR YOUR INFORMATION:** Memo from Maria Farris - Finance Director, regarding Changes in Water & Sewer Rates & Fees.
7. **Attorney's Report - Stephen Hitchcock, City Attorney**
   - **A.** Resolution to Declare a Local State of Emergency
8. **Treasurer's Report – Stacy Paige, Treasurer**
9. **Public Comment** - Citizens are to limit their comments to three (3) minutes. All citizens wishing to speak will be heard.

10. Unfinished Business

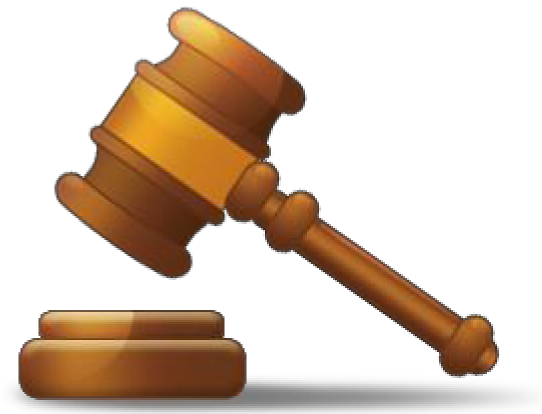
11. New Business

12. Warrant

A. Approval of Warrant #: 21-12 Checks presented in the amount of $1,583,210.75

13. Communication

14. Adjournment



RULES REGARDING THE PUBLIC ADDRESSING A CITY MEETING

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

1. **Individuals requesting to address City Council, a Board or Commission on an agenda item or under public comment must fill out a *"Request to Address"* card provided – listing name, address, phone number and agenda item on which comments are desired to be made and present it to the Clerk or recording secretary.**

2. **When the agenda item is reached, the clerk or recording secretary shall call upon the person or persons who filed the request to speak. A member of the public shall not be permitted to enter into debate with a petitioner.**

3. **Individuals that would like to address City Council under the public comment portion of the agenda, must raise their hand and when recognized by the chair, the person shall approach the microphone and state their name and address.**

4. **Remarks shall be limited to three (3) minutes, subject to being extended an additional three (3) minutes by consent of the chair. There shall be no personal attacks. Remarks shall not contain any profanity, racial, ethnic, religious, sexual or national origin slurs or overtones. Anyone making such remarks shall lose his/her right to address the City Council, Board or Commission.**

5. **No person shall be permitted to address the group on any item more than once at any one meeting without the approval of a majority of the quorum present.**

6. **All of the foregoing does not apply to a person previously granted a hearing at the meeting in question.**

7. **This rule does not permit members of the public to join in debate or discussion with petitioners, members of the body or with other members of the public present at such meeting.**

8. **Once a motion is on the floor, discussion from the public shall no longer be permitted on that agenda item.**

9. **The public may make a request to the Chairperson of the Council on a form provided by the Clerk, to be added to the agenda of a future Council meeting to address a subject that Council would have authority to address. If the Chairperson denies the request, the request may be made to the entire Council under the Public Comment section of the Council's agenda. If the request is granted by a majority of the Council, it will be added as an agenda item at the next regular meeting of the Council.**

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

City of Romulus

Agenda

Council Meeting Held: **June 28, 2021**

Item No. A.

General Description: Approval of Agenda

Resolution No. ___________________

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

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

MOTION CARRIED UNANIMOUSLY MOTION CARRIED MOTION FAILED

City of Romulus

Minutes

Council Meeting Held: **June 28, 2021**

Item No. A.

General Description: Approval of minutes from the regular meeting held on Monday, June 14, 2021, at 7:30 p.m.

Resolution No. ___________________

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

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

MOTION CARRIED UNANIMOUSLY MOTION CARRIED MOTION FAILED

MINUTES OF THE REGULAR ROMULUS CITY COUNCIL MEETING

June 14, 2021

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

THIS MEETING WAS HELD ELECTRONICALLY VIA THE ZOOM MEETING TELECOMMUNICATIONS

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

Pledge of Allegiance

Led by Councilperson Wadsworth

Roll Call

Present: Kathy Abdo (remote from Romulus, MI)**, John Barden** (remote from Romulus, MI) **, Celeste Roscoe** (remote from Romulus, MI) **, Tina Talley** (remote from Romulus, MI) **, William Wadsworth** (remote from Romulus, MI) **, Eva Webb** (remote from Romulus, MI)
Absent / Excused: Virginia Williams

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; Stephen Hitchcock - City Attorney; Roberto Scappaticci - DPW Director; Kathy Hood - Deputy DPW Director; Carol Maise - City Planner; Kevin Krause - Director of Fire & Emergency Services; Robert McCraight - Director of Public Service & Economic Development; Mike Laskaska - Director of Communications & Community Development; Stephen Dudek - Technology Services Director

1. Agenda

A. Moved by **Tina Talley**, seconded by **Kathy Abdo** to accept the agenda as presented.

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

2. Minutes

A. **Res. #21-168** Moved by **William Wadsworth**, seconded by **Kathy Abdo** to approve the minutes from the Regular Meeting held on June 7, 2021, at 7:30 pm

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

B. **Res. #21-169** Moved by **William Wadsworth**, seconded by **Celeste Roscoe** to approve the minutes from the Special Meeting(s) held on June 7, 2021 - 6:00 pm Study Session to discuss changes in engineering standards and 7:00 pm Study Session to discuss the Quarterly Investment Report.

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

3. Petitioner

No petitioners at this meeting

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

Res. #21-170 Moved by **Eva Webb**, seconded by **William Wadsworth** to adopt a memorial resolution for the family of Cynthia Thomas.

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

A member of the public commended Fire Captain Wojtylko for how he handled the house fire on Gloria and express gratitude to the Fire Department.

A. Moved by **Celeste Roscoe**, seconded by **Kathy Abdo** to accept the Chairperson's Report.

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

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

A. **Res. #21-171** Moved by **William Wadsworth**, seconded by **Eva Webb** to concur with the administration and authorize the Mayor and Clerk to enter into the Sub Recipient Grant Agreement with Health Emergency Medical Services (HEMS), for acceptance of grant funding in the amount of $4,664.94 from Michigan Department of Health and Human Services Bureau of EMS & Trauma Preparedness, grant funds will allow the Fire Department to purchase 10 new adult backboards and four (4) pediatric backboards.

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

B. **Res. #21-172** Moved by **Eva Webb**, seconded by **Celeste Roscoe** to concur with the administration and authorize the Mayor and Clerk to amend the contract for Recording Secretary services contract from $100 per Planning Commission and ZBA meeting to $125 per meeting beginning July 1, 2021.

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

C. **Res. #21-173** Moved by **William Wadsworth**, seconded by **Kathy Abdo** to concur with the administration and authorize the Change order #1 to ITB 20/21-11 for all work outlined in Change Order #1 to back fill 400 feet of ditching along Barth Road and place storm sewer below grade to discharge storm water at a cost of $30, 050.00.

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

D. **Res. #21-174** Moved by **Eva Webb**, seconded by **Celeste Roscoe** to concur with the administration and consent to piggyback of the MiDeal Contract #07B770081 to purchase one (1) 2021 Ford 250 Transit Van with options for the price of $38,396.00 from Gorno Ford, for the Department of Public Works Water/Sewer division.

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

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

Clerk Bragg reminded residents of the Fall Citywide Yard Sale and its associated rain dates.

7. Treasurer's Report – Stacy Paige, Treasurer

Treasurer Paige reminded residents that her office is working on summer tax bills and that residents should expect the bills by July 1st.

8. Public Comment

A member of the public spoke on the concerns seen on Ecorse Road with vehicles speeding at a high rate coming out of the Amazon Plant and through residential streets.

9. Unfinished Business

The Mayor responded to the public comment and will forward information to the police department.

10. New Business

No new business to discuss at this meeting.

11. Warrant

A. **Res. #21-175** Moved by **Kathy Abdo**, seconded by **Tina Talley** to approve Warrant #:21-11 for checks presented in the amount of $1,271,154.75.

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

12. Communication

Councilperson Roscoe informed residents of the Movie in the Park event at the Historical Park on June 18. The Farmers Market and RHS will be available with concession stands at the event. She also reminded residents of the Second Annual Bike Ride sponsored by Romulus Police Department on July 24. Councilperson Talley commended the DPW workers and their deputy director, Kathy Hood, for the orchestration of the honorary street sign dedications and acknowledged two honorees who were former members of her mother's church. She thanked all participants and attendees at the Flag Day event. She also thanked residents for helping another resident in need and solicited assistants with the City's Pumpkin Festival. Councilperson Webb also thanked the DPW workers and the deputy director for their part during the honorary street sign dedication events. Councilperson Barden acknowledged his granddaughter for being accepted into a sorority.

13. Adjournment

Moved by **William Wadsworth**, seconded by **Eva Webb** to adjourn the meeting at 8:22 p.m.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb
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 June 14, 2021.

Ellen L Craig Bragg

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

City of Romulus

Minutes

Council Meeting Held: **June 28, 2021**

Item No. B.

General Description: Approval of minutes from the special meeting study session held on Monday, June 14, 2021, at 6:00 p.m. to discuss the leasing of marked patrol vehicles and purchase of Motorola radios; and, the special meeting closed session held on Monday, June 14, 2021, at 6:30 p.m. to discuss an attorney opinion.

Resolution No. ___________________

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

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

MOTION CARRIED UNANIMOUSLY   MOTION CARRIED   MOTION FAILED

MINUTES OF THE ROMULUS CITY COUNCIL SPECIAL MEETING – STUDY SESSION
June 14, 2021
Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174
THIS MEETING WAS 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 (remote from Romulus, MI)**, John Barden** (remote from Romulus, MI)**, Tina Talley** (remote from Romulus, MI)**, William Wadsworth** (remote from Romulus, MI)**, Eva Webb** (remote from Romulus, MI)
   Absent / Excused: Celeste Roscoe, Virginia Williams

   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; Robert Pfannes - Chief of Police; Maria Farris - Director of Finance; Victoria Trush - Assistant Director of Finance; Steven Hitchcock - City Attorney; Gary Harris - Purchasing Director; Stephen Dudek - Technology Services Director.

2. **Agenda**

   Moved by **Tina Talley**, seconded by **Kathy Abdo** to accept the special meeting - study session agenda as presented.

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

3. **Discussion: Leasing of marked patrol vehicles and purchase of Motorola radios for police and dispatch.**

   Discussions were led by Police Chief Robert Pfannes. He discussed replacing the entire fleet of police patrol vehicles by piggybacking off of other law enforcement agencies through a lease program. Councilmembers inquired about the cost savings of the lease program vs. purchasing the vehicles. Finance Director Maria Farris responded to councilmember inquiries highlighting that the method proposed has the least impact on the general funds. City Attorney Hitchcock spoke briefly on the agreement that he reviewed to purchase 77 Motorola radios as the current radios will no longer be supported by the company after the current year.

4. **Public Comment -** No comments from the public.

5. **Adjournment**

   Moved by **William Wadsworth**, seconded by **Eva Webb** to adjourn the Special Meeting at 6:18 p.m.

   Roll Call Vote: Ayes - Abdo, Barden, Talley, Wadsworth, Webb
   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 June 14, 2021.

Ellen L Craig Bragg

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

MINUTES OF THE ROMULUS CITY COUNCIL SPECIAL MEETING
June 14, 2021
Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174
THIS MEETING WAS HELD ELECTRONICALLY VIA THE ZOOM MEETING TELECOMMUNICATIONS

The meeting was called to order at 6:30 p.m. by Mayor Pro-Tem John Barden

1. **Roll Call**

   Present: Kathy Abdo (remote from Romulus, MI)**, John Barden** (remote from Romulus, MI) **, Tina Talley** (remote from Romulus, MI) **, William Wadsworth** (remote from Romulus, MI)**, Eva Webb** (remote from Romulus, MI)
   Absent / Excused: Celeste Roscoe (joined the meeting at 6:43 p.m.**), Virginia Williams**

   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; Stephen Hitchcock - City Attorney; Merrie Druyor - TIFA/DDA Director & Economic Development Coordinator; Robert McCraight - Director of Public Services & Economic Development; Stephen Dudek - Technology Services Director

2. **Agenda**

   Moved by **Tina Talley**, seconded by **Kathy Abdo** to accept the Special Meeting - Closed Session Agenda as amended.

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

3. **Motion to convene to Closed Session**

   Moved by **Kathy Abdo**, seconded by **William Wadsworth** to convene into Closed Session to discuss the attorney's opinion.

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

4. **Discussion: Attorney Opinion - Legal Issues**

   NO BUSINESS WAS CONDUCTED WHILE IN CLOSED SESSION

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

6. **Motion to reconvene to Open Session.**

   Moved by **Kathy Abdo**, seconded by **Celeste Roscoe** to reconvene to Open Session.

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

7. **Public Comment**

   No comments from the public

8. **Adjournment**

Moved by **Celeste Roscoe**, seconded by **William Wadsworth** to adjourn the Special Meeting Closed Session at 7:19 p.m.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb
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 June 14, 2021.

Ellen L Craig Bragg

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

Pursuant to MCL 15.267(2), a separate set of minutes was taken by the clerk at the closed session. Those minutes shall be retained by the clerk and are not available to the public and shall only be disclosed if required by civil action. The minutes will be destroyed 1 year and 1 day after approval of the minutes of the regular meeting at which the closed session was approved.

City of Romulus

Petitioner

Council Meeting Held: **June 28, 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

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

MOTION CARRIED UNANIMOUSLY　　MOTION CARRIED　　MOTION FAILED

City of Romulus

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

Council Meeting Held: **June 28, 2021**

Item No. A.

General Description: Approval of the Chairperson's Report

Resolution No. ___________________

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

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

MOTION CARRIED UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **June 28, 2021**

Item No. A.

General Description: Water Residential Assistance Program (WRAP)

Resolution No. __________________

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

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

MOTION CARRIED UNANIMOUSLY MOTION CARRIED MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council

FROM: Mayor LeRoy D. Burcroff

SUBJECT: Wayne Metro Community Action Agency – Water Residential Assistance Program (WRAP) – Memorandum of Agreement

DATE: June 23, 2021

I concur with the recommendation of Maria Farris, Finance Director, and Legal Counsel, and respectfully request City Council authorize the Mayor and Clerk to enter into the attached Water Residential Assistance Program (WRAP) Memorandum of Agreement with Wayne Metro Community Action Agency effective from July 1, 2021 until either party agrees to terminate with 30 days of written notice.

Motion by______________, supported by _______________, to concur with the administration and authorize the Mayor and Clerk to enter into the Water Residential Assistance Program (WRAP) Memorandum of Agreement with Wayne Metro Community Action Agency effective from July 1, 2021 until either party agrees to terminate with 30 days of written notice.

MEMORANDUM

DATE: June 28, 2021

TO: Mayor LeRoy D. Burcroff and Honorable Council Persons

FROM: Maria Farris, Finance Director
Victoria Trush, Assistant Finance Director

SUBJECT: Wayne Metro Community Action Agency - Water Residential Assistance Program (WRAP) Option # 1

The Water Residential Assistance Program (WRAP) is a universal service delivery model to help residential customers of the Great Lakes Water Authority access to bill assistance, water conservation measures and navigate resources and supports on a pathway towards self-sufficiency.

Attached you will find a Memorandum of Agreement between the City of Romulus and the Wayne Metro Community Action Agency that will be effective as of July 1, 2021. With this agreement the City of Romulus will become one of 65 communities in the region and 27 communities within Wayne County that have opted to participate in this program.

The agreement clearly identifies the responsibilities of both parties, which will result in additional administrative duties for the City's water department staff. It also states the participant qualifications and required guidelines as set forth for eligibility of residential water customers and available assistance.

I would like to recommend, at this time, that City Council authorize the Mayor and Clerk to enter into the attached Memorandum of Agreement (including Attachment A) as presented. This agreement has been reviewed, and approved by the City Attorney, Steve Hitchcock.

If you should have any additional questions or we could be of any further assistance, please do not hesitate to contact the Finance Department.

Sincerely,

Maria Farris
Finance Director
City of Romulus

COMMUNITY ACTION ALLIANCE

WRAP

Water Residential Assistance Program

GLWA
Great Lakes Water Authority

WRAP funding is made possible by the Great Lakes Water Authority

WRAP BENEFITS

Home water audit and minor plumbing repairs **average of $1,500** for residents above 120% of average usage

Water saving kits, consumer training classes and Supportive WRAP - Around Services

CLIENT BENEFITS

UP TO $1,000
in assistance per household

UP TO $350
first arrearage payment made at initial enrollment

$25 MONTHLY
bill credit & help with arrears

WRAP QUALIFICATIONS

PROVIDE PROOF OF
- Residency & income
- Renter's proof of responsibility for water on lease

Have income at or below 200% of poverty level

Stay current on monthly bill payment

200% Federal Poverty Chart

Number of Household Members	1	2	3	4	5	6	7	8	9	10
Income Limit ($)	25,520	34,480	43,440	52,400	61,360	70,320	79,280	88,240	96,600	100,980

CALL 313-386-WRAP (9727)

or scan this code to apply today!

www.WayneMetro.org/WRAP

COMMUNITY ACTION ALLIANCE
WRAP
Water Residential Assistance Program

Memorandum of Agreement
Between

City of Romulus Leroy D. Burcroff, Mayor 11111 Wayne Road Romulus, Michigan 48174	Community Action Alliance Member: Wayne Metro Community Action Agency 7310 Woodward Ave Detroit, MI 48202

Project: The Water Residential Assistance Program ("WRAP") is a universal service delivery model to help residential customers of the Great Lakes Water Authority access bill assistance, water conservation measures, and navigate resources and supports on a pathway toward self-sufficiency.

Duration: WMCAA ("Community Action Alliance Member") is entering into a Memorandum of Agreement with the City of Romulus**, a Michigan municipal corporation,** effective July 1, 2021 until parties agree to terminate the agreement with 30 days' written notice pertaining to the WRAP program (the Project) operated by the and Wayne Metro Community Action Agency (Community Action Alliance/Project Administrator).

The City of Romulus agrees to:

- Understand and accept the WRAP Universal Service Delivery Model design. (Attached hereto as Attachment A and made a part of this Agreement.)
- Provide to WRAP CA Alliance Member and Project Administrator a main point of contact who will be responsible for:
    - Receiving and reviewing reports of enrolled WRAP residents on regular basis.
    - Receiving and responding to CA Alliance Member and Project Administrator questions regarding individual WRAP residential customer cases on an as needed basis.
    - Acting as liaison to Wholesale Customer billing department regarding payments made by CA Alliance Member.
    - Attending WRAP Wholesale Customer meetings held by CA Alliance Member or Project Administrator.
- For those WRAP residents who enroll with arrearage/past due amounts, Wholesale Customer will:
    - Freeze arrearages for 12 months or until a resident exits from WRAP program.
    - Waive penalties for WRAP participants.
    - Stop pending shutoffs once resident appointment confirmation is received from CA Member or Project Administrator to Wholesale Customer.

- For Residents for whom water has been shut off, it is understood by both parties that Resident is solely responsible for payment of applicable turn on/turn off fees.
- Exempting from tax rolls. Provide CA Alliance Member with taxes due date (Semi-Annual, Annual)
- Other protocols as deemed mutually agreeable in writing between both parties.

- Provide CA Alliance Member or Project Administrator access, to past customer billing history, previous or current enrollment in payment plans, previous or current enrollment in Wholesale assistance plans, and/or customer alerts.
- Engage with CA Alliance Member or Project Administrator in shared WRAP marketing and outreach activities to residential customers in Wholesale Customer's community.

Wayne Metropolitan Community Agency Agrees to:

- Provide a Single Service Point of Entry for GLWA regional resident to the WRAP Program; all calls will be processed through a dedicated telephone number- (313) 386-WRAP (9727) and via online Program Request Form.
- Pre-screen WRAP applicants for program eligibility and schedule residents for intake appointments based on pre-screening at time of call.
- Schedule intake appointments at CA Alliance Member Service Center accessible to residents.
- Inform and secure resident agreement of WRAP Program expectations and responsibilities via Client WRAP Agreement.
- Provide an appeal process. **(SEE ATTACHMENT A)**
- Refer eligible residents with water usage at or above 120% of normal usage for Home Water Conservation audit. Conduct Home Water Audit and perform minor home plumbing repairs eligible within scope of project. **(Homeowners & Renters)**
- Provide a main point of contact to the Wholesale Customer who will be responsible for:
- Providing reports of enrolled WRAP residents on a regular basis.
- Reporting to Wholesale Customer at mutually agreed upon intervals on payment status of enrolled WRAP residential customers via electronic report.
- Sending batched bill credit payments (based on $25 per month) monthly and arrearage payments (bi-annually) to Wholesale Customer by the 21st day of the month for enrolled residents verified as in good standing with WRAP. Payment information will include: name, address, and account number.
- Providing reports of WRAP residents who exit and/or are terminated from the program.
- Acting as liaison to Wholesale Customer regarding the WRAP Program.
- Engaging with Wholesale Customer in shared marketing and outreach activities around WRAP to residential customers.

- Collect and maintain program data, including but not limited to:
- Scheduled appointments of residents residing in Wholesale Customer Community.

o Status of enrolled residents in WRAP from Wholesale Customer Community receiving bill payment assistance and home water conservation audits.
o Reconciliation of total assistance paid to Wholesale Customer including bill payment plan assistance, amount of arrearages paid (total and average).
o Number of households assisted.

Hold Harmless: To the fullest extent permitted by law, the Parties agrees to indemnify, defend, pay on behalf of, and save harmless the other Party, and its elected and appointed officials, shareholders, officers, consultants, agents, volunteers and employees from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the parties or its elected and appointed officials, consultants, agents, volunteers and employees for damages, arising out of or in consequence of the performance of this Agreement, to the extent due to the negligence of the other party. This section should not be construed as a waiver of the Township's governmental immunity defenses, which are specifically preserved to the extent permitted by law.

Notices: All notices, requests, demands or other communications hereunder shall be in writing and deemed given (a) when delivered personally or on the day said communication is sent by registered or certified mail, return receipt requested, postage prepaid, or (c) on the next business day after notice is sent by facsimile, electronic mail or pdf, or (d) on the day said communication is deposited with a nationally recognized overnight courier service, as the case may be, as follows:
If to Mayor, LeRoy D, Burcroff City of Romulus If to Wayne Metro CAA:

AND

Copy to:
Ellen L. Craig-Bragg
Clerk
City of Romulus
11111 Wayne Road, MI 48174

AND

AND

Copy to:
Michele Robinson
Executive Director – Program Operations
7310 Woodward Ave.
Detroit, MI 48202

Termination: This agreement shall be in effect from July 1, 2021 until either party agrees to terminate with 30 days written notice.

Should either party issue Notice of Termination, both parties agree that residents enrolled in WRAP prior and up to the date of written notice will continue to receive WRAP assistance until the first 12 months of resident enrollment is completed or resident termination.

Modifications: This MOA may be amended upon written approval of the parties at any time. No agent of the Township shall have power to revoke, alter, enlarge or relax the stipulations or requirements of this Agreement, without the prior formal written authorization to do so, by ordinance, resolution or official action of the Township.

Venue and Choice of Law: The Parties concur that any dispute concerning the interpretation of this Agreement shall be brought in the applicable state court located in the County of Oakland, Michigan, and that Michigan law shall control.

Counterparts: This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. A party may deliver executed signature pages to this Agreement by facsimile transmission or electronic mail to the other party, which facsimile or electronic copies shall be deemed to be an original executed signature page binding on the party that so delivered the executed signature page by facsimile or electronic mail.

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

Signed for City of Romulus

____________________________ ______________
Date

____________________________ ______________
Date

Signed for Wayne Metropolitan Community Action Agency:

____________________________ ______________
Date

Attachment A

Water Residential Assistance Program (WRAP) Components

Residential Assistance- Water Bill Payment Plan

- Maximum assistance per resident- $1,000 annually
- Water bill payment plan assistance consists of $300 annual bill credit ($25 per month for 12 months) for residents who are verified as staying current on regular bill payments (per billing cycles).
- Up to $700 annually in assistance for past due/ arrearage amounts.

Arrearages will be paid in two installments:

- At Enrollment up to $350(50%) will be applied
- At 12 months of successful payment, up to $350 (second 50%) can be applied.

- Additional assistance via other CA Alliance Member funding sources may be leveraged with WRAP based on client eligibility and fund availability.
- On-going case management will be provided to ensure client success in the WRAP program and to build other self-sufficiency supports.
- Wholesale customers (i.e. municipalities billing for GLWA water and/or sewer) will be engaged in regular communication and processing with CA Alliance agencies to monitor customer success in the WRAP program and track payment history.
- Participants can remain in the program for up to 24 months. Participants must re-apply annually.
- Participants who have been terminated from the program may request an appeal within 10 days of notification of termination. Participants may be granted an appeal if extenuating circumstances exist and the participant is able to pay the past due monthly charges (minus arrears at the time of enrollment) within 30 days of the appeal decision. Review and decision is at the discretion of the CA Alliance. Notice of the decision will be provided to Wholesale Customer. CA Alliance will request review of the customer's account after 30 days to determine whether bill has been paid to current date. If bill has been paid, customer will be allowed to remain in WRAP.

Residential Assistance - Home Water Audit Conservation

- Households presenting at intake with documented water usage above 120% of average usage will be referred for a Home Water Conservation audit, as performed by CA Alliance Member or Project Administrator.
- Households can receive up to an average of $1,500 per household for water conservation and minor home plumbing repairs annually.
- Conservation measures and simple leak repairs will be completed during the Home Water Audit. Minor Home Repair and toilet replacement will be referred for a Minor Home Repair visit. Minor Plumbing Repairs will be completed by licensed plumbers following all applicable permitting laws.
- Eligible WRAP measures may include:
  - Faucet aerators
  - Spigot protectors
  - Low-flow toilets

Attachment A - Continued

Water Residential Assistance Program (WRAP) Components

- Low-flow showerheads
- Leaking faucets (indoor / outdoor)
- Hose bib leaks (outdoor)
- Pipe joint leaks (if easily accessible)

- Items not covered through WRAP:

- Emergency Repairs
- Plumbing that involves sewer/wastewater work
- Garbage disposals
- Dish washing machines
- Washing machines
- Repairs behind walls or underground
- Repairs in areas that pose a risk to contractors due to environmental hazards or structural deficiencies

WRAP Resident Eligibility Guidelines:

- Income-eligibility at 200% FPL or below based on last 30 days look back from date of application.
- Bill must be in client/"tenant" name or provide proof of the tenant responsibility for water bill payment.
- Client must provide reasonable proof that they reside in the home.
- Proof of homeownership; If renter, landlord written approval required for in conservation program. *
- Must have income source.
- Account holder must attend appointment (in-person, virtual, telephonic or otherwise).
- Shut off notice is not required.
- Bill does not have to be past due.
- For bill payment assistance, client participation in other education/trainings is not mandatory, but strongly encouraged.
- Subsidized housing participants are eligible for assistance.

* Eligibility may be based on non-owner-occupied registration with Wholesale Customer community.

City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **June 28, 2021**

Item No. B.

General Description: Request to Sign Amended Lease with Big Steve's Designz, LLC

Resolution No. ____________________

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

---

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

MOTION CARRIED UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council

FROM: Mayor LeRoy D. Burcroff

SUBJECT: Request to Sign Amended Lease with Big Steve's Designz, LLC

DATE: June 22, 2021

I concur with the recommendation of Kathy Hood, Assistant DPW Director and legal counsel, and respectfully request that Council authorize the Mayor and Clerk to enter into the attached amended Commercial Lease agreement with Big Steve's Designz, LLC for the lease of 35255 Goddard 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 amended Commercial Lease agreement with Big Steve's Designz, LLC for the lease of 35255 Goddard Road, Romulus, MI 48174.

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: **Mayor LeRoy D. Burcroff**

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

DATE: **June 22, 2021**

SUBJECT: **Lease Agreement for Firehouse Building - 35255 Goddard Road - "Big Steves"**

I am pleased to inform you that a Temporary Certificate of Occupancy has been issued for the former firehouse building located at 35255 Goddard Road. Steve Harmon, the lessee, along with the Department of Public Services and Maria Lambert, Resident Services and CDBG Director have been working together to complete the remaining items for issuance of a Final Certificate of Occupancy.

At this time, Mr. Harmon is ready to officially open his business to the public. I am therefore recommending that the lease agreement be presented to City Council for final approval.

Should you have any questions please feel free to call me.

KWH/kh

AMENDMENT TO LEASE AGREEMENT

This Amendment is dated June 1, 2021 between the City of Romulus ("Landlord") and Big Steve's Designz, LLC ("Tenant").

WHEREAS, the parties entered into a Lease Agreement dated August 1, 2020;

WHEREAS, there has been a delay in the occupancy by Tenant based on finishing construction by the Landlord's contractors; and

WHEREAS, as a result of the delay, the parties agree as follows:

1. Paragraph entitled "Term" *is* amended to read:

   "The lease term will begin on June 1, 2021, ("effective date"), and will terminate on May 31, 2024, and may be renewed by tenant for an additional two (2) one-year extensions, if not in default of the monthly rent set forth below. If tenant exercises the right to each additional one-year extension, the monthly rent for years 5-7 shall be determined at time of extension, payable on the 1st day of each month."

2. Paragraph entitled "Lease Payments" shall be amended to read as follows:

   "Tenant shall pay to Landlord monthly $600.00, paid in monthly installments beginning not more than three months (90 days) after the signing of this Amended Lease, payable on the first (1st) day of each month thereafter. Payment monthly will increase every six months by $40.00 resulting in the following schedule:

Months	Payment Amount
June, 2021 – August, 2021	$0
September, 2021 to December, 2021	$600
January, 2022 to June, 2022	$640
July, 2022 to December, 2022	$680
January, 2023 to June, 2023	$720
July, 2023 to December, 2023	$760
January, 2024 to May 2024	$800

3. Tenant shall solicit for eleven (11) or more jobs for this site within 30 days of approval of this contract.

4. All the remaining paragraphs of the Lease shall remain in full force and effect for the period of the Lease.

BIG STEVE'S DESIGNZ, LLC

____
By:
Its:

CITY OF ROMULUS

____
By:
Its:

____
By:
Its:

City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **June 28, 2021**

Item No. C.

General Description: Piggyback on MiDeal - Motorola Solutions PSAP Radio Systems Replacement (Police Dept. & Police/Fire Dispatch)

Resolution No. ___________________

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

---

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

MOTION CARRIED UNANIMOUSLY   MOTION CARRIED   MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council

FROM: Mayor LeRoy D. Burcroff

SUBJECT: Piggyback on MiDeal Contract #190000001544 Motorola Solutions PSAP Radio System Replacement (Police Dept. & Police/Fire Dispatch)

DATE: June 23, 2021

I concur with the recommendation of Damian Hull, Police Captain and Gary Harris, Purchasing Director, and respectfully request Council's authorization to piggyback on the MiDeal Contract #190000001544 from Motorola Solutions for the following:

- The purchase of two (2) Police/Fire Dispatch Consoles and a total of seventy-seven (77) portable and mobile radios for a total cost of $560,779.00.

- A five (5) year on site support maintenance contract for $18,182.00.

- Five (5) years of the Scout Care software for a total of $33,224.00.

- A thirty-six (36) month lease agreement with Motorola Solutions for the total of $612,185 for the equipment, software, and support. A down payment of $100,000.00 will be due in fiscal year 2021/2022 (July 2021) and the agreement will require an annual payment of $172,067.00 for the next three (3) fiscal years beginning fiscal year 2022/2023.

Victoria Trush, Asst. Finance Director, has verified that funds for this purpose have been budgeted accordingly in the 911 Service Fund Capital Outlay Expense Account #205-301-970.000.

Four motions are required:

Motion by__________, supported by _________, to concur with the administration and consent to piggyback on the MiDeal Contract #190000001544 to purchase two (2) Police/Fire Dispatch Consoles and a total of seventy-seven (77) portable and mobile radios for a total cost of $560,779.00.

Motion by__________, supported by _________, to concur with the administration and consent to piggyback on the MiDeal Contract #190000001544 for a five (5) year on site support maintenance contract for $18,182.00.

Motion by__________, supported by _________, to concur with the administration and consent to piggyback on the MiDeal Contract #190000001544 for five (5) years of the Scout Care software for a total of $33,224.00.

Motion by__________, supported by _________, to concur with the administration and consent to piggyback on the MiDeal Contract #190000001544 for a thirty-six (36) month lease agreement with Motorola Solutions for the total of $612,185 for the equipment, software, and support. A down payment of $100,000.00 will be due in fiscal year 2021/2022 (July 2021) and the agreement will require an annual payment of $172,067.00 for the next three (3) fiscal years beginning fiscal year 2022/2023.

MEMORANDUM

DATE: June 23, 2021
TO: Mayor LeRoy Burcroff
FROM: Gary Harris, Purchasing Director
SUBJECT: Piggyback on MiDeal Contract #190000001544 Motorola Solutions PSAP Radio System Replacement (Police Dept. & Police/Fire Dispatch)

Captain Damian Hull of the Romulus Police Department is requesting to purchase two (2) Police/Fire Dispatch Consoles and a total of seventy Seven (77) portable and mobile radios which would include software and hardware for a total cost of $612,185.00 from Motorola Solutions. The consoles and radios will replace the current system purchased in 2010 that has reached end of life and is no longer supported. The cost of these replacements will be financed over a 36 month period after a down payment of $100,000.00 in fiscal year 2021/2022.

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 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 State of Michigan through its MiDeal program competitively bid for MPSCS radio & wireless related communications equipment and awarded contract #190000001544 to Motorola Solutions effective October 1, 2019 through December 31, 2029. By purchasing from this contract the City of Romulus is receiving a discount of $126,224.00

It is the recommendation of myself and Captain Damian Hull to proceed with the purchase. If you concur, please request Council's permission to piggyback on the below items under MiDeal Contract #190000001544 from Motorola Solutions. I am requesting separate resolutions for the four (4) below items.

Two (2) Police/Fire Dispatch Consoles and a total of seventy seven (77) portable and mobile radios for a total cost of $560,779.00.

A five (5) year on site support maintenance contract for $18,182.00.

Five (5) years of the Scout Care software for a total of $33,224.00.

A 36 month lease agreement with Motorola Solutions for the total of $612,185 for the equipment, software, and support. A down payment of $100,000.00 will be due in Fiscal Year 2021/2022 (July 2021) and the agreement will require an annual payment of $172,067.00 for the next three (3) fiscal years beginning in Fiscal Year 2022/2023.

Victoria Trush, Financial Services Assistant Director, has verified that funds for this purpose are available in the Public Safety Fund Police Capital Outlay Expense Account. (205-301-970.000)

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

Gary Harris
Purchasing Director

RESOLUTION NO. ______

CITY OF ROMULUS
WAYNE COUNTY, MICHIGAN

CERTIFIED LESSEE RESOLUTION

Motion by ____________________, and seconded by ____________________.

RESOLVED the City enter into the Master Equity Lease Agreement as amended in paragraph 3(c) by the Capital Lease addendum ("Lease") for the lease of (5) five 2021 Ford Police Utility Interceptor vehicles for use by the police department for a period of (4) four years at the price set forth in the lease and authorize the mayor and clerk to execute the Lease.

Further Resolved by the city:

1. The City of Romulus has determined that a true and very real need exists for the acquisition of the Radio Equipment or other personal property described in the Equipment Lease-Purchase agreement between Motorola Solutions, Inc., and the City of Romulus (Equipment Lease).
2. The city council has determined that the Equipment Lease, substantially in the form presented to this meeting, is in the best interests of the city, for the acquisition of such Equipment or other personal property, and the city council hereby approved the entering into the Equipment Lease by the city and hereby designates and authorizes the mayor and city clerk to execute and deliver the Equipment Lease on city's behalf.
3. The signatures on the Equipment Lease by the designated individuals for the city of the Equipment Lessee evidence the adoption by the city council of this Resolution.
4. The city council approves the execution of the Motorola Software License agreement and the Software Maintenance and Support Agreement for the Radio Equipment and authorize the mayor and the clerk to execute on behalf of the city these agreements.

RESOLUTION DECLARED ADOPTED.

I, Ellen Craig-Bragg, Clerk for the City of Romulus, do hereby certify the foregoing to be a true copy of a resolution duly adopted by Romulus City Council at their meeting held on June 28, 2021.

Ellen Craig-Bragg
City Clerk

Romulus
Home of Opportunity

Romulus Police Department

Memo

To: Gary Harris, Director of Purchasing
From: Damian Hull, Captain Patrol Operations
Cc: Robert Pfannes, Chief of Police
Date: June 21, 2021
Re: Romulus PSAP Radio System Replacement (Police Dept. and Police/Fire Dispatch)

The Romulus Police Department originally purchased the Fire Department's radio consolette and the Police Mutual Aid radio consolette in 2010. The radio consolettes have reached *beyond* the end of life and the units contain unsupported hardware and software. These radio consolettes allow dispatchers to communicate with Police Mutual Aid partners and Fire Fighters in the field.

- Under the Piggyback clause of the Romulus Purchasing Ordinance, I am seeking permission to replace the (2) two outdated Police/Fire Dispatch consoles and a total of (77) seventy-seven portable and mobile police radios, including associated software and hardware totaling $612,185.00 from Motorola Solutions.

- The initial deposit of $100,000.00 will be paid in July 2021.

- The remainder of this purchase will be financed through Motorola Solutions for a (36) thirty-six month period with an annual payment of $172.067.00.

- The Michigan Department of State acted as the host agency for the MiDeal solicitation that resulted in a contract being awarded to Motorola Solutions for the procurement of Motorola consolettes, contract #190000001544 effective October 1, 2019 to December 31, 2029.

- The costs associated with the purchase of the radio system will be paid from the Capital Outlay Account #205-301-970.000.

- Sufficient funds are currently available in the Capital Outlay account #205-301-970.00.

- Assistant Finance Director Victoria Trush has verified that sufficient funds have been budgeted for this purchase

If you concur, please seek permission for the purchase of the consolettes.

FUNDS VERIFICATION FORM

DEPARTMENT: POLICE DEPARTMENT	
FUND NAME: CAPITAL OUTLAY	
ACCOUNT NUMBER/S: 205-301-970.000	
PURPOSE FOR REQUEST: PURCHASE OF (2) TWO POLICE/FIRE DISPATCH CONSOLES AND (77) SEVENTY-SEVEN PORTABLE / MOBILE RADIOS FOR POLICE PERSONNEL	
AMOUNT OF EXPENDITURE: TOTAL AMOUNT OF PURCHASE $612.185.00 FINANCED OVER 36 MONTH PERIOD = $172,067.00 W/ A $100,000.00 DEPOSIT MADE IN JULY 2021	
SIGNATURE OF DEPARTMENT HEAD: ROBERT PFANNES - CHIEF OF POLICE Robert Pfannes	
FUNDS CURRENTLY AVAILABLE: $100,000.00 FY 21/22	
FINANCE DEPARTMENT APPROVAL: Victoria Arnold	
DATE: 06/21/2021	

C:\Users\dhull\Documents\FUNDS VERIFICATION FORM.doc

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **190000001544**

CONTRACTOR	
	MOTOROLA SOLUTIONS INC
	500 W. Monroe St.
	Chicago, IL 60661
	Melanie Leenhouts
	616-706-1723
	melanie.leenhouts@motorolasolutions.com
	CV0016903

STATE			
	Program Manager	Kate Jannereth	DTMB
		517-881-1031	
		jannerethk@Michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459	
		hiltzv@michigan.gov	

CONTRACT SUMMARY					
MPSCS CONTINUED SYSTEM UPDATES, EQUIPMENT, MAINTENANCE AND UPGRADES, AND ANCILLARY SYSTEMS PRODUCTS					
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE	
October 1, 2019	December 31, 2029	0 - 0 Year		December 31, 2029	
PAYMENT TERMS		DELIVERY TIMEFRAME			
Net 45		As per Delivery Order			
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING	
☒ P-Card	☐ PRC	☐ Other		☒ Yes	☐ No
MINIMUM DELIVERY REQUIREMENTS					
N/A					

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		December 31, 2029
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$99,900,000.00	$0.00	$99,900,000.00		

DESCRIPTION

Effective September 25, 2020 this contract is adding Schedule A, Attachment 9 - Astro 25 Lab as a Service (LaaS) solution as attached. Schedule B Pricing is revised as attached. The Contractor's Contract Administrator has been changed to Melanie Leenhouts. All other terms, conditions, specification and pricing remain the same. Per Contractor and Agency agreement and DTMB Central Procurement Services approval.

PRICING

Romulus Police Department Final Pricing	
Romulus Police Department • Avtec Scout Consoles • Portable and Mobil Radios	**$ 687,003**
Total Solution List Pricing	**$ 687,003**
Michigan State Contract #190000001544 Discount	**$(126,224)**
Total Solution Pricing with State Contract	**$560,779**
Optional:	
Years 2-5 Scout Care	$33,224
Years 2-5 On- Site Support	$18,182
Total Solutions Pricing with State Contract and Optional Services	**$612,185**

MOTOROLA *SOLUTIONS*

June 15, 2021

CITY OF ROMULUS, MI

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be lease purchased from Motorola Solutions Inc. The interest rate and payment streams outlined in Equipment Lease Purchase Agreement #25085 are valid for contracts that are executed and returned on or before **June 25, 2021.** After **6/25/21,** the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Once complete, a set with ***ORIGINAL "wet" signatures*** should be returned to me at the address below:

Motorola Solutions Credit Company LLC
Attn: Paul Mecaskey / 44th Floor
500 W. Monroe
Chicago, IL 60661

To help expedite the order process & given the Covid-19 crisis, I can work off a scanned copy with the originals to follow. Please scan prior to mailing & keep a copy for your records.

Should you have any questions, please contact me at 847-538-3707.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Paul Mecaskey

LESSEE FACT SHEET

Please help Motorola Solutions Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address CITY OF ROMULUS, MI

   ____

   ____

   Attention: ____________________________________

   Phone: ____________________________________

2. Lessee County Location: ____________________________________

3. Federal Tax I.D. Number ____________________________________

4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: ________________________

5. Equipment description that you would like to appear on your invoicing: ____________________________________

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address ____________________________________

   ____

   ____

   ____

   E-mail: ____________________________________

   Phone: ____________________________________

   Fax: ____________________________________

7. Payment remit to address: **Motorola Solutions Credit Company LLC**
   P.O. Box 71132
   Chicago IL 60694-1132

Thank you

CLEAN SHORT FORM SIMPLIFIED LEASE rev 7.28.16

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25085

LESSEE:

CITY OF ROMULUS, MI
11111 Wayne Rd
Romulus, MI 48174

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment, software, upgrades of same, extended warranties and other support, and other personal property described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at an annual interest rate not to exceed five percent (5%) from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. (or one of its wholly owned subsidiaries) pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to promptly discontinue use of the Equipment, remove or delete any software which is part of the Equipment from all of Lessee's computers and electronic devices, and peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) Lessee has entered into other lease obligations in which the interest portion of the lease payments has been excluded from the various lessors' gross incomes pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"), and Lessee is not aware of any reason why this Lease should be treated differently; (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term; and (x) Lessee agrees that the Equipment shall be and remain personal property notwithstanding the manner in which the same may be attached or affixed to realty, and Lessee shall do all acts and enter into all agreements necessary to insure that the Equipment remains personal property.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; or (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

18.1 PARTIAL PAYMENT/PURCHASE OPTION – GRANT FUNDING. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to make a partial payment against the Lease one time per calendar year at an amount no less than $175,000.00 SO LONG AS SUCH PAYMENT IS BEING MADE FROM A FEDERAL GRANT FUNDING AWARD and upon Lessor's request, Lessee will provide Lessor certification of such. Application of said payment shall first be applied to accrued interest with the remainder going against the principal. Should Lessee make such payment, all remaining Lease Payments will be adjusted accordingly over the remainder of the Lease Term and Lessor shall provide to Lessee a revised Schedule B. Any reduction in outstanding principal can be viewed as the Lessee obtaining a greater equity position in the Lease subject to Lessor's rights pursuant to the other terms of this Lease.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

*** *SIGNATURE PAGE TO FOLLOW* ***

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 2nd day of July, 2021.

LESSEE:
CITY OF ROMULUS, MI

By:______________________________

Print Name: ________________________

Title:______________________________

LESSOR:
MOTOROLA SOLUTIONS, INC.

By:____________________________

Title:___________________________

CERTIFICATE OF INCUMBENCY

I, ____________________________________ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the CITY OF ROMULUS, MI, an entity duly organized and existing under the laws of the **State of Michigan,** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25085**, between CITY OF ROMULUS, MI and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds $1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of CITY OF ROMULUS, MI, hereto this

________ day of ___________________________, 2021.

By: ____________________________________

(Signature of Secretary/Clerk) **SEAL**

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 25085 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

____

Attorney for CITY OF ROMULUS, MI

SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A Lease Number: 25085

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25085** ("Lease"), between MOTOROLA SOLUTIONS INC. ("Lessor") and CITY OF ROMULUS, MI (" Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	**DESCRIPTION (Manufacturer, Model, and Serial Nos.)**
	Refer to attached Equipment List.
Equipment Location: **MI**	

Initial Term: 36 Months

Commencement Date: **7/2/2021**
First Payment Due Date: **7/1/2022**

Three (3) consecutive annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of $0.00, payable on the Lease Payment Dates set forth in Schedule B.

Lessee: CITY OF ROMULUS, MI

Schedule B (Lease #25085)

Total Solution	$ 612,185.00
less Down Payment	$ (100,000.00)
Amount Financed	**$ 512,185.00**

Compound Period:	Annual
Nominal Annual Rate:	0.000%

CASH FLOW DATA

Event	Date	Amount	Number	Period
1 Loan	7/2/2021	512,185.00	1	
2 Payment	7/1/2022	172,067.00	1	
3 Payment	7/1/2023	172,067.00	1	
4 **Rate Change**	**7/1/2023**	**Rate: 2.390 %**	**Compounding: Annual**	
5 Payment	7/1/2024	172,067.00	1	

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	7/2/2021				512,185.00
1	7/1/2022	172,067.00	0.00	172,067.00	340,118.00
2	7/1/2023	172,067.00	0.00	172,067.00	168,051.00
Rate	7/1/2023		0.00	0.00	168,051.00
	7/1/2023	**Rate: 2.39%**		**Compounding: Annual**	
3	7/1/2024	172,067.00	4,016.00	168,051.00	0.00
Grand Totals		516,201.00	4,016.00	512,185.00	

INITIAL INSURANCE REQUIREMENT: $512,185.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

ORIGINAL ISSUE DISCOUNT (if applicable):

Lessee acknowledges that the amount financed by Lessor is $492,347.00 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 2.39%. Such issue price and yield will be stated in the applicable Form 8038-G.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25085** to that Equipment Lease Purchase Agreement number **25085** will be maintained by **CITY OF ROMULUS, MI** as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

____

Name of insurance provider

____

Address of insurance provider

____

City, State and Zip Code

____

Phone number of local insurance provider

____

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25085, CITY OF ROMULUS, MI,** hereby certifies that following coverage are or will be in full force and effect:

Type	**Amount**	**Effective Date**	**Expiration Date**	**Policy Number**
Fire and Extended Coverage				
Property Damage				
Public Liability				

Certificate shall include the following:
Description: All Equipment listed on Schedule A number 25085 to that Equipment Lease Purchase Agreement number 25085. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25085 and list any deductibles.

Certificate Holder:
MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
500 W Monroe
Chicago, IL 60661

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS (# 25085)

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, **please address the following questions** by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

2. Why is the equipment essential to the operation of **CITY OF ROMULUS, MI?**

3. Does the equipment replace existing equipment?

If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

☐ General Fund

- Have dollars already been appropriated for the Lease Payment? Yes -or- No

- If yes, for what fiscal year(s) have appropriations been made? ______________

☐ Combination of Federal Grant funding supplemented by General Revenues

- What fiscal year(s) is expected to be funded via federal grants: ____________________

- What fiscal year(s) is expected to be funded via general revenues: _________________

- Have these general revenues already been appropriated for the Lease Payment(s)? Yes -or- No

☐ Other (please describe): ____

____

CLEAN SHORT FORM SIMPLIFIED LEASE rev 7.28.16

CERTIFIED LESSEE RESOLUTION (Lease# 25085)

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) ***held on or before the execution date of the Lease***, the following resolution was introduced and adopted.
BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between CITY OF ROMULUS, MI (Lessee) and Motorola Solutions, Inc. (Lessor).

2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.

3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Bank Qualified Statement (Lease# 25085)

LESSEE CERTIFIES THAT IT ***(circle one)*** HAS **or** HAS NOT

DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODEAND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN $10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED $10,000,000.

Form **8038-G** (Rev. September 2018) Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▸ Under Internal Revenue Code section 149(e)
▸ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▸ Go to *www.irs.gov/F8038G* for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ▸ ☐

1 Issuer's name
City of Romulus, MI

2 Issuer's employer identification number (EIN)

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

3b Telephone number of other person shown on 3a

4 Number and street (or P.O. box if mail is not delivered to street address)
11111 Wayne Rd

Room/suite

5 Report number *(For IRS Use Only)*
3

6 City, town, or post office, state, and ZIP code
Romulus, MI 48174

7 Date of issue
7/2/2021

8 Name of issue
Equipment Lease Purchase Agreement 25085

9 CUSIP number

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)

10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14	492,347	00
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ▸	18		
19a	If bonds are TANs or RANs, check only box 19a ▸ ☐			
b	If bonds are BANs, check only box 19b ▸ ☐			
20	If bonds are in the form of a lease or installment sale, check box ▸ ☐			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	7/1/24	$ 492,347.00	$ 512,185.00	3 years	2.39 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest		22	
23	Issue price of entire issue (enter amount from line 21, column (b))		23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28		
29	Total (add lines 24 through 28)		29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▸ ______ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded ▸ ______ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▸ ______
34 Enter the date(s) the refunded bonds were issued ▸ (MM/DD/YYYY)

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . | 35 |

36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . | 36a |

b Enter the final maturity date of the GIC ► (MM/DD/YYYY) ____________

c Enter the name of the GIC provider ► ____________

37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . | 37 |

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:

b Enter the date of the master pool bond ► (MM/DD/YYYY) ____________

c Enter the EIN of the issuer of the master pool bond ► ____________

d Enter the name of the issuer of the master pool bond ► ____________

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box .... ► ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box .... ► ☐

41a If the issuer has identified a hedge, check here ► ☐ and enter the following information:

b Name of hedge provider ► ____________

c Type of hedge ► ____________

d Term of hedge ► ____________

42 If the issuer has superintegrated the hedge, check box .... ► ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box........ ► ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box........ ► ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement . . . . ► ____________

b Enter the date the official intent was adopted ► (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

► Signature of issuer's authorized representative | Date | ► Type or print name and title

Paid Preparer Use Only					
	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
	Firm's name ►			Firm's EIN ►	
	Firm's address ►			Phone no.	

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25085 Lease Schedule A No. : 25085

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25085. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF ROMULUS, MI

By: __to be completed after delivery__

Date: ________________________________

CLEAN SHORT FORM SIMPLIFIED LEASE rev 7.28.16

Exhibit A

5.2 MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and ____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

5.2.1 Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

5.2.2 Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

5.2.3 Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

5.3 EXHIBIT B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**
2. **60% of the Contract Price due upon shipment of equipment from Staging;**
3. **10% of the Contract Price due upon installation of equipment; and**
4. **5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.
The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	$ 290.00	$ 300.00	$ 280.00	$ 200.00
3	$ 240.00	$ 250.00	$ 240.00	$ 180.00
2	$ 220.00	$ 220.00	$ 220.00	$ 170.00
1	$ 190.00	$ 210.00	$ 210.00	$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

5.4 CUSTOMER NAME: ______________________________

Project Name: ______________________________

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

SECTION 6

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative:	Motorola Representative:

6.1.1

Customer Representative	Motorola Representative
Signature: ______________	Signature: ______________
Print Name: ______________	Print Name: ______________
Title: ______________	Title: ______________
Date: ______________	Date: ______________

FINAL PROJECT ACCEPTANCE:
Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:	Motorola Representative:
Signature: ______________	Signature: ______________
Print Name: ______________	Print Name: ______________
Title: ______________	Title: ______________
Date: ______________	Date: ______________

SECTION 7

SCOUTCARE MAINTENANCE AND SUPPORT

7.1 TERMS AND CONDITIONS FOR END USERS

Avtec LLC is a leading U.S. provider of advanced dispatch solutions for public safety and commercial customers, and is a wholly owned subsidiary of Motorola Solutions, Inc. As part of the Motorola Solutions portfolio Avtec offers dispatch solutions allowing customers can maximize their integration options to a wide variety of platforms. Avtec also continues to offer dispatch solutions for a number of radio network vendors.

7.1.1 Definitions

"Controlled Deployment" means a confidential and limited release of Software to particular customer(s) for testing and evaluation purposes.

"Defect" means a failure of Software to operate substantially in accordance with Avtec's written Specifications for such Software; provided, that (a) any such failure is reproducible by Avtec under Avtec's customary testing procedures; (b) the failure results in substantial degradation of customer's system so that normal operations are not possible, or that the system works, but with limitations outside the scope of Specifications; and (c) such failure is reported to Avtec in writing within the applicable warranty period. Avtec does not warrant that the Software will perform without error or that it will run without immaterial interruption. Minor problems or bugs which do not limit operations are not Defects.

"General Commercial Availability ("GCA")" means the release date that the Software is made available for commercial sale to the public following Avtec's determination that the Software has proven to be reliable, free of critical bugs, and is suitable for usage in a production environment. Each GCA release date will be documented and made available from Avtec.

"Maintenance" means a fee based program for servicing of the Software by way of Minor Releases, Major Releases and Updates to correct Defects, to improve the functionality of the Software, and to extend the software life cycle by assuring that Software remains compatible with the operating system and other related technologies. Maintenance shall be available for all periods where customer opts to purchase ScoutCare coverage.

"Maintenance Availability" means that Maintenance shall be available for all periods when customer is covered by ScoutCare and shall receive Major Releases, Minor Releases and Patches at no cost.

"Major Release" means a Software distribution by Avtec that includes significant improvements in the functionality or performance of the Product, and or adds new features which are made GCA for sale to the public. Typically, Avtec distributes 2 Major Releases per calendar year. Avtec shall provide support for the current release and the prior 2 versions of the Software. Typically, the first two numbers in the Version indicate the Major Release in the designation of the Product. For example: V4.5 and V4.6 are both Major Releases.

"Minor Release" means a Software distribution by Avtec that contains changes that correct Defects or make minor improvements in the functionality of the Product, which is GCA for sale to the public. Typically, the last number to the right of the decimal indicates as a Minor Release in the designation of the Product, with changes in the positional notation indicating order and importance. For example: V4.5.10 to V4.5.11.

"Patch" means a type of Minor Release intended to correct Defects. Because a Patch is not intended to make incremental or major improvement to the Product, it is not categorized as a Minor Release or a Major Release. Avtec will include the term "Patch" in the GCA release documentation.

"Product(s)" means any hardware (and related parts and supplies) or Avtec's computer software programs specified in a product schedule. Product shall also include each and every Major Release, Minor Release, or Patch available from Avtec during the term of each Maintenance and Support period.

"ScoutCare" means Avtec's Software Maintenance and Support for licensed Software as described in Appendix A.

"Software" means all Avtec owned or sublicensed software, computer programs, documentation, and applications for which licenses are available to be purchased, as may be described in a separate Product schedule, including, without limitation, software imbedded in any equipment or goods, software programs provided on a stand-alone basis, and any Major Release, Minor Release, or Patch.

"Specifications" means the Specifications for a Product or Service set forth in Avtec's most recent user documentation or other published Specifications for such Product or Service, except when superseded by Specifications in an approved SOW.

"Support" means that Avtec will provide direct access via reasonable telephone and email to experienced and knowledgeable support personnel for advice and counsel on Customer's use of the Software. Support services shall be provided to Customer's Tier 1 support personnel (**"Support Representatives"**), who have completed Avtec's system administrative training class, and shall be reasonably competent in the use and operation of Avtec's products. Only Support Representatives will contact Avtec for Support purposes. Avtec will make all commercially reasonable efforts to address the problem identified by the Support Representatives.

"Warranty" as to Products. The warranty period applicable to a Product (hardware or Software) installed by Customer 15 months following the date on which the Product is shipped by Avtec to Customer. Unless otherwise stated in a SOW, the warranty period applicable to a Product installed by Avtec at Customer's site is one (1) year following the date on which installation commences. Customer agrees that time is of the essence with respect to this warranty period and Avtec shall have no obligation to accept returns for any reason following expiration of the warranty period. During the Warranty period, Avtec technical support shall be limited to providing telephone assistance as necessary to cause the licensed Products to perform in accordance with its Specifications.

"Version" means the distribution of licensed Software by Avtec such that ongoing changes made to such Product are designated usually in the form of a Major Release or a Minor Release or a Patch.

7.1.2 ScoutCare™ Maintenance and Support

7.1.2.1 Software Maintenance and Support Services

- In consideration of fees, Avtec shall make available to Customer for each Scout system covered by this Agreement the following services during the Term, which are further described in Appendix A attached hereto (the "Services").
  - Major Releases, Minor Releases, and Patches.
  - Telephone support during support hours for consultation and problem resolution. Support hours are 8AM to 7PM EST, excluding Avtec holidays (as set forth in Appendix A), and telephone support shall be toll free in the United States and Canada.
  - Telephone Critical Priority support for serious system problems outside of support hours (24x7x365).
  - Secure access to an online customer portal to access information resources for Avtec Products.
  - Remote upgrade assistance provided to Tier 1 Support Representative. Optional on-site assistance is available at additional cost.
  - Scout Administrative Training Class (online or at Avtec Headquarters) for two (2) individuals identified by Customer plus one (1) additional individual per $50,000 per year in ScoutCare revenue. Classes will be scheduled at mutually agreed times. Customer is responsible for travel expenses. Two (2) Scout Administration Classes can be traded for one (1) Scout Advanced class.
- **ScoutCare Software Maintenance Fee.** Customer shall pay Avtec an annual fee based on a percentage of price of software licenses.
  - The fee shall include pro-rated amounts for additional licenses added to the system during the prior year, calculated from the warranty expiration date to the expiration of the ScoutCare term, to align all renewal dates.
  - Avtec reserves the right to increase the rate payable on an annual basis.
- **ScoutCare Hardware Maintenance Option.** ScoutCare Software Maintenance customers may also purchase a hardware maintenance option. Hardware Maintenance is only available with purchase of ScoutCare Software Maintenance.
  - Hardware Maintenance fees shall be quoted based on hardware purchased.
  - Avtec will, at its option, attempt to repair a defective product or component, or replace the item with a like or similar component at no cost to the customer exclusive of shipping to Avtec's headquarters. Only defects occurring under normal use and service will be covered. Replacement components may be new or reconditioned.
  - Due to product changes, component obsolescence, and parts availability, Avtec cannot always guarantee an exact form, fit, and function replacement component for the defective item. Avtec will make every effort to avoid or minimize the impact of such situations, but is only obligated to replace or repair the defective item. All replaced items become the property of Avtec.
  - Equipment must be returned via Avtec's Return Merchandise Authorization ("RMA") program and identified as covered under ScoutCare hardware maintenance. Avtec will check all serial numbers of returned equipment against serial numbers covered by ScoutCare.
  - Firmware and hardware update modifications will be applied to returned items as needed, at Avtec's discretion.
- Term and Termination.
  - For a (1) year ScoutCare Contract - The term of the Agreement shall be one (1) year and will be eligible for renewal at then current rates. This Agreement may be canceled by either

Party giving the other a minimum of ninety (90) days written notice of cancellation, but this Agreement shall remain in full force and effect during said notice period. In addition, if either Party breaches this Agreement and such breach remains uncured more than thirty (30) days after written notice of breach is given to the breaching Party, the other Party may terminate the Agreement immediately by written notice to the breaching Party. If Avtec breaches the agreement, a pro-rated refund will be provided for the remaining period.

  - For a multi-year ScoutCare Contract - The term of the Agreement shall be (X) years and will be eligible for renewal at then current rates. Cancellation of this agreement can be negotiated with the Avtec legal team, but will be subject to penalties and fees.

- **ScoutCare Lapse and Reinstatement Fee.** Customers who allow Software Maintenance lapse must purchase ScoutCare coverage calculated from the original renewal date to present (the lapsed fee), plus a minimum of 12 months. In addition, if the lapse is longer than 30 days, an additional fee equal to twenty-five percent (25%) of the lapsed fee is required to reinstate ScoutCare.
- **Exclusions**
  - ScoutCare does not provide for the cost of personal computer or server operating system upgrades or updates, or maintenance on other third-party products supplied by Avtec, unless explicitly quoted by Avtec.
  - Avtec ScoutCare does not cover issues related to third- party equipment, software, and their configuration provided by others. This includes customer's network infrastructure, customer supplied computers, software applications, radio/telephony systems and accessories not provided by Avtec.
  - Hardware Maintenance includes only items supplied by Avtec and does not cover theft, accidental or intentional physical damage, flooding, condensation, mold, lightning and electrical surges, spilled liquids, misuse, abuse, products with missing or altered serial numbers, or damage caused by unqualified repair personnel.
- **Third Party Device Support**. Avtec does not provide support for third party hardware and software that is not supplied by Avtec as a part of the console system.
- **Eligibility for New Releases**. In the event Customer chooses not to install a newer Version of the Software made available to Customer during the term of its ScoutCare, Customer shall maintain licensing rights to use any Version of the Software with a GCA release date prior to expiration of its ScoutCare coverage.
- **Warranty Disclaimer.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AVTEC MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND AS TO ANY SERVICE PROVIDED HEREUNDER. AVTEC HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- **Limitation of Liability and Remedies.** THE LIABILITY OF AVTEC ARISING OUT OF OR RELATING TO SCOUTCARE OR ANY SERVICES PROVIDED BY AVTEC UNDER OR IN CONNECTION WITH SCOUTCARE SHALL BE LIMITED TO THE ACTUAL AMOUNTS PAID TO AVTEC FOR SOFTWARE MAINTENANCE, AND THE SOLE REMEDY OF CUSTOMER OR OTHER CLAIMANT AGAINST AVTEC SHALL BE TO RECOVER SUCH AMOUNTS, UPON PAYMENT OF WHICH AVTEC SHALL BE RELEASED FROM ALL FURTHER OBLIGATION AND LIABILITY TO CUSTOMER OR SUCH OTHER CLAIMANT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS, OR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

Appendix A. ScoutCare™ Maintenance and Support Services

A.1 Software Maintenance

A primary benefit of ScoutCare is its provision for software maintenance, which falls into four categories:

- **Adaptive** – modifying the software to cope with changes in operating systems, hardware platforms, and integrations to external systems. Console systems integrate many third-party systems and components, most of which include complex software. As these change over time, compatibility modifications and regression testing are mandatory. Security vulnerabilities also must be addressed as discovered. Adaptive software maintenance provides compatibility with the latest versions of Windows, radio and telephone systems.
- **Perfective** – implementing functional enhancements to the software. Examples are new user interface features, connectivity, and improvement in management tools.
- **Corrective** – diagnosing and fixing errors. No system is perfect, so issues are resolved on a priority basis. Patches are occasionally released if a high impact/high urgency issue emerges, while errors with workarounds are fixed in Minor Releases or Major Releases.
- **Preventive** – increasing software maintainability or reliability to prevent future problems. Better diagnostics, improvements in redundancy mechanisms, and better error handling of user input are some examples of preventative software maintenance.

New Versions with new capabilities are released several times a year with Patches released from time to time to address specific issues. Avtec console systems covered by a ScoutCare agreement are entitled to use newer versions of their existing software licenses released during the ScoutCare term. Both application Software and any required firmware updates for Avtec Products are included.

A.2 Remote Support

Avtec maintains a team of Support engineers for telephone and remote support of Avtec systems. They can answer questions on configuration and help troubleshoot issues during business hours, and are also available 24-hours x 356 for Critical Priority support. Avtec systems are mission/business critical to our customers and integrate into complex IP environments, so Avtec takes support seriously. Avtec's Maintenance and Support program is staffed with a team of professionals that are involved in system implementations, project management, training and customer support. They are backed by a professional services team of software development and quality control engineers, to ensure complex escalated issues receive careful analysis. Avtec continuously provides these teams with the latest radio systems, virtualized test environments, and training to ensure both capability and capacity for proper Support delivery.

A.3 Technical Training Classes

ScoutCare provides training online or at Avtec's South Carolina headquarters for technical staff. This training is aimed at the System Administrator level and is based on the latest version of software. Tuition is waived for two persons (or 1 person in the Advanced Class). Additional personnel may attend at Avtec's normal rates. (Travel and daily expenses are not included.)

A.4 Option for Hardware Maintenance

Avtec offers a Hardware Maintenance option to provide repairs or replacements on hardware products and accessories. After requesting an RMA number, items are shipped at customer expense to Avtec's factory for repair and testing. Items are returned with pre-paid standard ground shipping and with at least 90 days' coverage, which may extend beyond the expiration of your ScoutCare Hardware agreement.

Because ScoutCare Hardware Maintenance customers may need a particular item returned faster, we also offer an expedited shipping service. Expedited shipping service may be requested on a case-by-case basis and does not affect the rate paid for Hardware option services. Urgent repairs qualify for Advanced Replacement (loaner) components and expedited shipping. Advanced Replacement starts when you place a RMA order, which may be performed via phone, and you need a part shipped immediately while your original part is being processed for repair. Advanced Replacement items will be shipped via overnight (next business day), early a.m., delivery to minimize the impact on your business. Customers are expected to return the failed part immediately for repair processing. The customer will not pay the expedited shipping charge as long as the Advanced Replacement item is returned within 30 calendar days of receiving the repaired item. Items not returned within the 30-day period will be invoiced at the prevailing retail rate. A purchase order or credit card will be requested before issuing the invoice, however if this is not obtained, the invoice will be generated and the account will be placed on credit hold until paid.

Customers not covered by ScoutCare Hardware Maintenance are ineligible for Advanced Replacement parts. Customers on a demand service will need to submit a P.O. or credit card to for repair under RMA, or purchase replacement parts needed overnight, loaners are not available. Those parts will carry a 90-day warranty from date of shipment, for Avtec manufactured products. "Third party equipment" may require additional time to process. Replaced items will be warrantied for 90 Days from ship date, or will be included in the Hardware Maintenance program, whichever is longer.

A.5 Customer Responsibilities

- Customer will be responsible to designate an on-site technical support person (Customer employee or Avtec) with current (within three years) training certification on the Avtec system. That person(s) will be responsible to communicate and work toward problem resolution with the Avtec Technical Support Team.
- Customer will have adequate supply of critical spare parts as recommended by Avtec.
- It is recommended when practical that customer maintain a lab/demo system to support familiarization and piloting of new software releases prior to installation on a production system.
- Upon request by Avtec, customer will provide Avtec with remote access into the system in order for Avtec to troubleshoot issues.
- Upon notice from Avtec of a new version release, customer will be responsible for downloading the release within the term of this ScoutCare Maintenance Agreement. The Parties agree that email notice will meet this requirement.

A.6 Tier-1 Maintenance Expectations for End-User Customers or their Local Service Providers

Tier-1 trained technical resources at customer site locations are critical to properly evaluate communication system issues, to complete "first look" maintenance actions, and to maintain the high operational availability of communication systems and capabilities. To meet this need, Avtec provides dispatcher and system administrator training for all dispatch console end-user customers and/or their Tier-1 local support providers. Avtec customers on ScoutCare™, our Software Maintenance Program, are also entitled to recurring system administrator training at our Lexington, SC HQ facility.

At Avtec, we service what we sell, and we're available 7x24x365 to provide support for all of our customers with systems under warranty, and for customers on ScoutCare™. Our Tier-2 support, (expert second level), is remote, and is reliant on Tier 1 input and feedback from knowledgeable and trained resources at or near the customer locations.

In the event a customer cannot commit their own resources, or local service provider resources, for training and maintenance support, Avtec can provide pricing for Tier-1 local/on-site support via Avtec employees or through our network of partners. Regardless of the resource designated to provide Tier-1 support, Avtec enables local support resources to perform the following functions:

- Attend system administrator training.
  - Access the Avtec Customer Portal for technical documentation.
- Act as the primary liaison with Avtec Customer Support (CS) for all Avtec dispatch console technical matters.
- Perform "first look" maintenance for any suspected dispatch console related issues. First look, or Tier- 1 maintenance expectations include:
  - Respond to initial dispatcher requests for technical support.
    - Perform preliminary fault isolation. Eliminate the customer network, PBX, radios, recorders, or other third party peripherals as a source of the issue.
    - Ensure the IP network (routers, switches, hubs, protocol changers, etc.) and cabling that interconnects with the dispatch console system components are functional.
    - Verify unicast and multicast traffic flow.
  - Determine whether or not the issue with the dispatch console can be resolved at Tier-1 or if it should be escalated for Tier-2 support from Avtec CS engineers.
  - Open and track Tier-2 tickets with Avtec CS.
  - Coordinate all Avtec Tier-2 maintenance activity with local site end-users.
  - Complete any locally required maintenance tasks under the direction of Avtec CS Tier-2 engineering.
  - Perform all local moves, additions, and changes (basic system administrator actions).
  - Perform console, VPGate, Frontier resets.
  - Verify Avtec Scout, VPGate, and Frontier configurations and settings.
  - Record fault data.
    - Indications (i.e., no PTT, no TX or RX, console locked up).
    - Date and Time.
    - Impact/Severity of Outage.
    - Collect and upload Log files as needed to the Avtec FTP server.
    - Network packet capture (PCAPS) from consoles and VPGate.
  - Implement SW patches and/or upgrades. Follow Tier-2 engineering instruction/direction for SW patching and/or upgrade.
  - Physical HW replacement in the event of failure.
  - Training of new end-users after preliminary training by Avtec has been provided.
  - Maintain records of system design and layout, including IP addresses and Hostnames (where possible); provide this data to Avtec as needed for Tier-2 support.
  - Utilize the "Scout Issue Resolution Checklist" (provided separately) to assist Tier-2 engineers with fault isolation and resolution.

Avtec engineering resources are available to support our customers pursuant to the Service Level Agreement (SLA) detailed in our basic contract and/or ScoutCare agreement. Locally (trained) technical resources will help facilitate rapid resolution of issues, and ensure high system availability.

If there are any questions regarding Tier-1 or Tier 2 support, please contact Abe Gibson, Director of Customer Success at +1.803.358.3312.

A.7 Avtec Responsibilities

Services to be provided for customer under the ScoutCare program:

- Avtec will provide remote Technical Support (described below) for customer during Avtec's normal Operating hours (defined below).
- Avtec will provide remote Technical Support for customer for Critical Priority issues (defined below), at any time.
- Avtec will provide hardware replacement service (RMA Support) for customer during Avtec's normal Operating hours (defined below).
- RMA repair request is made from customer; RMA is processed within 4 business hours of form submission.
- RMA advance replacement request is made from customer; form complete and RMA is processed within 2 hours.
- 90% of the calls will be responded to within 60 seconds during Avtec business hours.
- 90% of calls will be responded to within 180 seconds after business hours and on weekends.
- Each Support call will be logged and assigned a priority status of Critical, Urgent, or Normal. The following section lists responses based on each priority.

A.8 Avtec Responses by Priority Status

Priority:	Critical
Definition	Customer's system is substantially degraded and normal operations are not possible.
Response Time	30 Minutes
Resolution Commitment	Issue will be worked continuously until resolution
Escalation Process	If Customer Support Team is unable to resolve within 1 hour they will escalate to the appropriate member of the engineering team. Escalation to Management Team in 2 hours if issue is still unresolved. A determination of additional resources will be made at that time. Update to customer will be made every 2 hours until resolution.
Call Closure Requirement	Call will be closed when system is running without impact for 48 hours and customer is satisfied with resolution.

Priority:	Urgent
Definition	Limited operational impact, able to work but with limitations
Response Time	60 Minutes
Resolution	Issue will be worked on a priority basis

Priority:	Normal
Definition	No impact to business, questions or informational
Response Time	1 Business Day
Resolution Commitment	Issue will be queued for resolution based on workload and other priority cases.
Escalation Process	If Customer Support Team is unable to resolve within 5 business days they will escalate to the appropriate member of the engineering team. Escalation to Management Team in 10 business days if issue is still unresolved. A determination of additional resources and time frame of resolution will be made at that time.

Call Closure Requirement	Call will be closed when customer accepts resolution.

A.9 Contacts and Operating Hours

Contact Phone Numbers & Email

- +1.803.358.3601 (Toll-free for US and Canada)
- +1.800.545.3034
- CustomerSupport@avtecinc.com
- RMARequest@avtecinc.com

Location of Service Delivery

- 100 Innovation Place, Lexington, SC 29072 USA

Hours of Operation

- Business hours support: Monday – Friday 8:00 AM– 7:00 PM EST
- After hours Critical Priority support: Monday – Friday 7:01 PM – 7:59 AM EST, 24-hour coverage Saturday, Sunday and Holidays

Avtec Holiday List	
New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving day
Memorial Day	Day after Thanksgiving day
July 4th	Christmas Eve
Labor Day	Christmas Day

Steve Hitchcock

From:	Paul Mecaskey <pjm@motorolasolutions.com>
Sent:	Tuesday, June 15, 2021 12:05 PM
To:	Steve Hitchcock; Rpfannes@romulusgov.com
Cc:	Farris, Maria; Monte, Joshua (jmonte@romulusgov.com); Blake Tazzia; Mike Muskovin; Ed Horvath
Subject:	Re: Consoles and radios
Attachments:	Romulus, MI Equipment.pdf; Romulus, MI TELP v2.pdf

Steve / Chief - Attached is the updated lease purchase document pkg per our recent communications.

A) Updated verbiage in Sections 2 & 6 per Steve's input
B) New Commencement Date per the Chief's request of 7/2/2021.

Please return by Friday, June 25th. THANKS!!!

Attached is the official lease documentation package that requires completion/execution. There are multiple files. Regarding the IRS 8038G disclosure form...complete boxes 2, 10a, 10b, and sign under Signature & Consent. Please include the complete equipment list behind Schedule A in the attached.

Once complete, a set ***with ORIGINAL "wet" signatures*** should be returned to me at the address below. To help expedite the order process & given the Covid-19 crisis, **I can work off a scanned copy with the originals to follow.** Please retain a copy for your records prior to mailing.

Thanks much.

Regards,

Paul

Paul Mecaskey

Motorola Solutions Credit Company LLC

Customer Financing / Finance Mgr

500 W. Monroe / 44th floor

Chicago, IL 60661

email: pjm@motorolasolutions.com

office: 847-538-3707

On Wed, Jun 9, 2021 at 1:25 PM Paul Mecaskey <pjm@motorolasolutions.com> wrote:

> Thank you. Will do!
>
> --
>
> ***Paul Mecaskey***
> ***Motorola Solutions Credit Company LLC***
> ***Customer Financing / Finance Mgr***
> ***500 W. Monroe / 44th floor***
> ***Chicago, IL 60661***
> ***email: pjm@motorolasolutions.com***
> ***cell: 630-712-4470***
> ***office: 847-538-3707***

--

Paul Mecaskey
Motorola Solutions Credit Company LLC
Customer Financing / Finance Mgr
500 W. Monroe / 44th floor
Chicago, IL 60661
email: pjm@motorolasolutions.com
cell: 630-712-4470
office: 847-538-3707

For more information on how and why we collect your personal information, please visit our Privacy Policy.

EQUIPMENT LIST

BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
AVTEC	1	-	2	DSSFWSCOUTEXT1SK	SCOUT EX CONSOLE - TIER 1 LICENSE/SOFTWARE AUDIO PKG, SOFT KEY
AVTEC	2	-	2	DSACCCPUDTWIN10	DT PC W/DUAL NIC, WIN 10 PRO 64 BIT OS FOR SCOUT CONSOLE
AVTEC	3	-	2	DSACCLED20WS	AVTEC ONLY: LED DISPLAY, 20" WIDESCREEN VGA INPUT (NON-TOUCH)
AVTEC	4	-	2	DSACCUSBFSWSING	AVTEC ONLY: USB PTT FOOTSWITCH ACCESSORY
AVTEC	5	-	2	DSACCUSBHJB	AVTEC USB JACK BOX FOR SOFTWARE CONSOLE
AVTEC	6	-	2	DSACCUSBMIC	AVTEC USB DESK MIC FOR SOFTWARE CONSOLE
AVTEC	7	-	8	DSACCUSBSPK1	AVTEC USB SINGLE SPEAKER KIT FOR SOFTWARE CONSOLE
AVTEC	8	-	2	DSUSBHUB10	AVTEC ONLY:10 PORT USB HUB, USB 3.0
AVTEC	9	-	1	DSSFWVPGL0SK	RED.BASE VPGATE LICENSE,LEVEL0, SOFTWARE LICENSE VERSION
AVTEC	10	-	2	DSACCCPUSTD2019	RACKMT 1U PC W/SSHD, WIN 2019 SERVER OS
AVTEC	11	-	1	DSACCNETWK24PSFP	AVTEC ONLY: 24 PORT MANAGED ETHERNET SWITCH
AVTEC	12	-	3	DSOUTPOSTPLUS2R	OUTPOSTPLUS RADIO GATEWAY, VOIP, 2 PORT, POE
AVTEC	13	-	1	DSOUTPOSTPLUSCFG	OUTPOSTPLUS CONFIGURATION TOOL, 1 REQD PER SITE
AVTEC	14	-	6	DSOUTPOSTAPX	KIT FOR (1) APX ENDPOINT. CABLE INCLUDED. OUTPOST NOT INCLUDED
AVTEC	15	-	1	DSDISP-KVM	AVTEC ONLY:KVM KIT,PANEL MT,8 PORT KVM/LED/MOUSE KBRD TRAY
AVTEC	16	-	2	DSACC-MTG-1U-RR	KIT TO MOUNT VPGATE COMPUTER IN 19" RACK 1 RU
AVTEC	17	-	3	DSOUTPOSTPLUSPSNA	OUTPOSTPLUS POWER SUPPLY, WITH POWER CORD FOR NA
AVTEC	18	-	3	DSOUTPOSTPLUSSHELF	OUTPOSTPLUS RACKMOUNT SHELF (HOLDS 2 UNITS)
YEAR1MAIN	19	-	1	DSHARDWARE	ANNUAL EXTENDED HARDWARE

T					**WARRANTY, REQUIRES SCOUTCARE**
YEAR1MAINT	**20**	**-**	**1**	**DSSCOUTCARET1**	**SCOUTCARE TIER 1, ANNUAL EXTENDED SOFTWARE MAINTENANCE PROGRAM**
SPARE	29	-	1	DSACCCPUDTWIN10	DT PC W/DUAL NIC, WIN 10 PRO 64 BIT OS FOR SCOUT CONSOLE
SPARE	30	-	1	DSACCTSC215WSPC	AVTEC ONLY: 21.5" LED TOUCH SCREEN FOR PC CONSOLE - 16X9 FORMAT - FULL
SPARE	31	-	1	DSACCUSBFSWSING	AVTEC ONLY: USB PTT FOOTSWITCH ACCESSORY
SPARE	32	-	1	DSACCUSBHJB	AVTEC USB JACK BOX FOR SOFTWARE CONSOLE
SPARE	33	-	1	DSACCUSBSPK1	AVTEC USB SINGLE SPEAKER KIT FOR SOFTWARE CONSOLE
SPARE	34	-	1	DSGWC8FXOSIP	NETWORK EQUIPMENT,SIP TELEPHONE GATEWAY - 8 FXO CIRCUITS
SPARE	35	-	1	DSOUTPOST-2R	RADIO CONTROLLER, VOIP, 2 PORTS, 12 VDC INPUT
SPARE	36	-	1	DSACCNETWK24PSFP	AVTEC ONLY: 24 PORT MANAGED ETHERNET SWITCH
APX6000	**37**	**-**	**45**	**H98UCF9PW6BN**	**APX6000 700/800 MODEL 2.5 PORTABLE**
APX6000	37	a	45	H869	ENH: MULTIKEY
APX6000	37	b	45	Q667	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)
APX6000	37	c	45	QA05570	ALT: LI-ION IMPRES 2 IP68 3400 MAH
APX6000	37	d	45	Q361	ADD: P25 9600 BAUD TRUNKING
APX6000	37	e	45	H38	ADD: SMARTZONE OPERATION
APX6000	37	f	45	Q806	ADD: ASTRO DIGITAL CAI OPERATION
APX6000	37	g	45	Q887	ADD: 5Y ESSENTIAL SERVICE
APX6000	37	h	45	H122	ALT: 1/4- WAVE 7/800 GPS STUBBY (NAR6595A
APX6000	**38**	**-**	**45**	**PMNN4486**	**BATT IMPRES 2 LIION R IP68 3400T**

APX6000	**39**	**-**	**45**	**PMMN4062AL**	**AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES RSM, NOISE CANC. EMER**
APX6000	**40**	**-**	**20**	**NNTN8860A**	**CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA**
APX6000	**41**	**-**	**6**	**NNTN8844A**	**CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR**
APX6500	**42**	**-**	**21**	**M25URS9PW1BN**	**APX6500 ENHANCED 7/800 MHZ**
APX6500	42	a	21	GA00318	ADD: 5Y ESSENTIAL SERVICE
APX6500	42	b	21	G51	ENH: SMARTZONE OPERATION APX6500
APX6500	42	c	21	G67DT	ADD: REMOTE MOUNT E5 APXM
APX6500	42	d	21	W432	ADD: AUXILARY SPKR 13W (3.2OHM)
APX6500	42	e	21	G444	ADD: APX CONTROL HEAD SOFTWARE
APX6500	42	f	21	G806	ENH: ASTRO DIGITAL CAI OP APX
APX6500	42	g	21	GA01670	ADD: APX E5 CONTROL HEAD
APX6500	42	h	21	W22	ADD: STD PALM MICROPHONE APX
APX6500	42	i	21	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
APX6500	42	j	21	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)
APX6500	42	k	21	G174	ADD: ANT 3DB LOW-PROFILE 762-870
APX6500	42	l	21	G361	ENH: P25 TRUNKING SOFTWARE APX
APX6500	42	m	21	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED
APX6500	**43**	**-**	**2**	**M25URS9PW1BN**	**APX6500 ENHANCED 7/800 MHZ**
APX6500	43	a	2	GA00318	ADD: 5Y ESSENTIAL SERVICE
APX6500	43	b	2	G51	ENH: SMARTZONE OPERATION APX6500
APX6500	43	c	2	G67DY	ADD: E5 MOTORCYCLE APXM
APX6500	43	d	2	B18	ADD: AUXILIARY SPKR 7.5 WATT
APX6500	43	e	2	G138	ADD: APX MOTORCYCLE CH SFWR
APX6500	43	f	2	W620	ADD: NO MTRCYCLE ENCL NEEDED APX
APX6500	43	g	2	G444	ADD: APX CONTROL HEAD SOFTWARE
APX6500	43	h	2	G806	ENH: ASTRO DIGITAL CAI OP APX
APX6500	43	i	2	W22	ADD: STD PALM MICROPHONE APX
APX6500	43	j	2	GA01670	ADD: APX E5 CONTROL HEAD
APX6500	43	k	2	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
APX6500	43	l	2	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)
APX6500	43	m	2	G174	ADD: ANT 3DB LOW-PROFILE 762-870

APX6500	43	n	2	G361	ENH: P25 TRUNKING SOFTWARE APX
APX6500	43	o	2	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED
APX6500	**44**	**-**	**3**	**M25URS9PW1BN**	**APX6500 ENHANCED 7/800 MHZ**
APX6500	44	a	3	GA00318	ADD: 5Y ESSENTIAL SERVICE
APX6500	44	b	3	G66BJ	ADD: DASH MOUNT E5 APXM
APX6500	44	c	3	G51	ENH: SMARTZONE OPERATION APX6500
APX6500	44	d	3	W432	ADD: AUXILARY SPKR 13W (3.2OHM)
APX6500	44	e	3	G444	ADD: APX CONTROL HEAD SOFTWARE
APX6500	44	f	3	G806	ENH: ASTRO DIGITAL CAI OP APX
APX6500	44	g	3	GA01670	ADD: APX E5 CONTROL HEAD
APX6500	44	h	3	W22	ADD: STD PALM MICROPHONE APX
APX6500	44	i	3	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
APX6500	44	j	3	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)
APX6500	44	k	3	G174	ADD: ANT 3DB LOW-PROFILE 762-870
APX6500	44	l	3	G361	ENH: P25 TRUNKING SOFTWARE APX
APX6500	44	m	3	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED
APX6500	**45**	**-**	**6**	**M25URS9PW1BN**	**APX6500 ENHANCED 7/800 MHZ**
APX6500	45	a	6	G90	ADD: NO MICROPHONE NEEDED
APX6500	45	b	6	GA00318	ADD: 5Y ESSENTIAL SERVICE
APX6500	45	c	6	G72	ADD: APX O3 HANDHELD CH
APX6500	45	d	6	G51	ENH: SMARTZONE OPERATION APX6500
APX6500	45	e	6	G67DR	ADD: REMOTE MOUNT O3 APXM
APX6500	45	f	6	W432	ADD: AUXILARY SPKR 13W (3.2OHM)
APX6500	45	g	6	G444	ADD: APX CONTROL HEAD SOFTWARE
APX6500	45	h	6	G806	ENH: ASTRO DIGITAL CAI OP APX
APX6500	45	i	6	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
APX6500	45	j	6	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)
APX6500	45	k	6	G174	ADD: ANT 3DB LOW-PROFILE 762-870
APX6500	45	l	6	G361	ENH: P25 TRUNKING SOFTWARE APX
APX6500	45	m	6	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED

City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **June 28, 2021**

Item No. D.

General Description: Piggyback on Livingston County Contract - Automotive Fleet Management Services - Four (4) year Lease of Five (5) Patrol Vehicles

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Resolution No. ___________________

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

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

MOTION CARRIED UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council

FROM: Mayor LeRoy D. Burcroff

SUBJECT: Piggyback on Livingston County Contract RFP-LC-19-16 Automotive Fleet Management Services – Four (4) year lease of Five (5) Patrol Vehicles

DATE: June 23, 2021

I concur with the recommendation of Damian Hull, Police Captain, Gary Harris, Purchasing Director, and legal counsel and respectfully request Council's authorization to piggyback on Livingston County contract RFP-LC-19-16 to lease five (5) marked patrol vehicles for a four (4) year term at an annual cost of $52,622.40 and authorize the Mayor and Clerk to enter into the attached Master Equity Lease Agreement as amended in paragraph 3© by the Capital Lease Addendumto execute the Lease.

Victoria Trush, Asst. Finance Director, has verified that funds for this purpose have been budgeted accordingly in the Motor Vehicle Fund Lease Expense account #661-258-950.002.

Motion by__________, supported by _________, to concur with the administration and consent to piggyback on Livingston County contract RFP-LC-19-16 to lease five (5) marked patrol vehicles for a four (4) year term at an annual cost of $52,622.40 and authorize the Mayor and Clerk to enter into the attached Master Equity Lease Agreement as amended in paragraph 3© by the Capital Lease Addendum to execute the Lease.

MEMORANDUM

DATE: June 23, 2021
TO: Mayor LeRoy Burcroff
FROM: Gary Harris, Purchasing Director
SUBJECT: Piggyback on Livingston County Contract RFP-LC-19-16 Automotive Fleet Management Services- Four (4) year lease of Five (5) Patrol Vehicles

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Captain Damian Hull of the Romulus Police Department is requesting to lease five (5) marked patrol vehicles for a four (4) year term from Enterprise Fleet Management Inc. The monthly fee per vehicle would be approximately $877.04 ($4,385.20 for five vehicles) and the annual cost will be approximately $52,622.40. It has been determined that leasing the vehicles has the potential to provide significant savings to the city over purchasing new vehicles. City Attorney Steve Hitchcock has reviewed the contract and has approved.

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 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."

Livingston County awarded this extendable contract to Enterprise Fleet Management, Inc. October 25, 2019 after properly advertising and extensively reviewing RFP-LC-19-16.

It is the recommendation of myself and Captain Damian Hull to proceed with the lease agreement. If you concur, please request Council's permission to piggyback on Livingston County contract RFP-LC-19-16 to lease five (5) marked patrol vehicles for a four (4) year term at an annual cost of $52,622.40

Additionally, please request council's permission to enter into the Master Equity Lease Agreement to allow the Mayor and Clerk to execute the Lease.

Victoria Trush, Financial Services Assistant Director, has verified that funds for this purpose are available in the Motor Vehicle Fund Lease Expense Auto Expense Account. (661-258-950.002)

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

Gary Harris
Purchasing Director

RESOLUTION NO. ______

CITY OF ROMULUS
WAYNE COUNTY, MICHIGAN

CERTIFIED LESSEE RESOLUTION

Motion by ____________________, and seconded by ____________________.

RESOLVED the City enter into the Master Equity Lease Agreement as amended in paragraph 3(c) by the Capital Lease addendum ("Lease") for the lease of (5) five 2021 Ford Police Utility Interceptor vehicles for use by the police department for a period of (4) four years at the price set forth in the lease and authorize the mayor and clerk to execute the Lease.

Further Resolved by the city:

1. The City of Romulus has determined that a true and very real need exists for the acquisition of the Radio Equipment or other personal property described in the Equipment Lease-Purchase agreement between Motorola Solutions, Inc., and the City of Romulus (Equipment Lease).
2. The city council has determined that the Equipment Lease, substantially in the form presented to this meeting, is in the best interests of the city, for the acquisition of such Equipment or other personal property, and the city council hereby approved the entering into the Equipment Lease by the city and hereby designates and authorizes the mayor and city clerk to execute and deliver the Equipment Lease on city's behalf.
3. The signatures on the Equipment Lease by the designated individuals for the city of the Equipment Lessee evidence the adoption by the city council of this Resolution.
4. The city council approves the execution of the Motorola Software License agreement and the Software Maintenance and Support Agreement for the Radio Equipment and authorize the mayor and the clerk to execute on behalf of the city these agreements.

RESOLUTION DECLARED ADOPTED.

I, Ellen Craig-Bragg, Clerk for the City of Romulus, do hereby certify the foregoing to be a true copy of a resolution duly adopted by Romulus City Council at their meeting held on June 28, 2021.

Ellen Craig-Bragg
City Clerk

Romulus
Home of Opportunity

Romulus Police Department

Memo

To: Gary Harris, Director of Purchasing
From: Damian Hull, Captain Patrol Operations
Cc: Robert Pfannes, Chief of Police
Date: June 21, 2021
Re: Leasing of (5) five Patrol Vehicles

The Romulus Police Department originally purchased a majority of the police patrol vehicle fleet in 2014. At this point the fleet is aging and repair and maintenance cost on the fleet is increasing drastically each year. After extensive research it has been determined that replacement of (5) five marked patrol vehicles is essential and leasing these vehicles for a period of (4) four years each is the most cost effective solution at this point. These patrol vehicles are essential to effective response to calls for service and the patrol of the city by uniformed personnel.

- Under the Piggyback clause of the Romulus Purchasing Ordinance, I am seeking permission to lease (5) five patrol vehicles from Automotive Fleet Management.
- Previously, Livingingston County has acted as the host agency for the MiDeal solicitation that resulted in a contract being awarded to Automotive Fleet Management for the leasing of patrol vehicles, contract #RFP-LC-16.
- The costs associated with the lease of the patrol vehicles will be paid from the Motor Vehicle Account #661-258-950.002.
- Sufficient funds are currently available in the the Motor Vehicle Account #661-258-950.002.
- Assistant Finance Director Victoria Trush has verified that sufficient funds have been budgeted for this purchase.

If you concur, please seek permission for the leasing of five (5) patrol vehicles.

FUNDS VERIFICATION FORM

DEPARTMENT:

POLICE DEPARTMENT

FUND NAME:

MOTOR VEHICLE

ACCOUNT NUMBER/S:

661-258-950.002

PURPOSE FOR REQUEST:

LEASE OF (5) FIVE POLICE PATROL VEHICLES TO INCLUDE UPFITTING AND PRICING

AMOUNT OF EXPENDITURE:

$105,000.00

SIGNATURE OF DEPARTMENT HEAD:

ROBERT PFANNES - CHIEF OF POLICE Robert Pfannes Kathy Hood

FUNDS CURRENTLY AVAILABLE:

$105,000.00 FY 21/22

FINANCE DEPARTMENT APPROVAL:

Victoria Guesler

DATE:

06/21/2021

C:\Users\dhull\Documents\FUNDS VERIFICATION FORM.doc

LIVINGSTON COUNTY FISCAL SERVICES

LIVINGSTON COUNTY, MICHIGAN

304 E. Grand River Ave., Suite 204 | Howell, MI 48843

ELIZABETH J. YOUNG, MBA, CPPB — TEL: (517) 540-8740

PROCUREMENT COORDINATOR — FAX: (517) 546-7266

October 25, 2019

RE: RFP-LC-19-16 - Award Notification

To Whom It May Concern:

Please be advised as it relates to RFP-LC-19-16 – Automotive Fleet Management Services, the award recommendation as approved by the Livingston County Board of Commissioners is as follows:

> **Enterprise Fleet Management, Inc.**
> 600 Corporate Park Drive
> St. Louis, MO 63105
> Phone: 248-426-1954

Thank you for your time and interest in providing services for Livingston County.

Sincerely,

Elizabeth J. Young, MBA, CPPB
Procurement Coordinator
Livingston County Fiscal Services
304 E. Grand River Ave., Suite 204
Howell, MI 48843
eyoung@livgov.com

enterprise

FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the ______ day of _______, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and ____ (the "Company").

WITNESSETH:

1. **ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. **VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over $75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. **BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. **RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. **NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. **CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. **NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM________ Customer________

enterprise
FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _______ day of _________________, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM________ Customer________

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Initials: EFM________ Customer________

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: ______________________

Signature: ______________________

By: ______________________

Title: ______________________

Address: ______________________

____

____

Date Signed: ______________, ______

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: ______________________

By: ______________________

Title: ______________________

Address: ______________________

____

____

Date Signed: ______________, ______

Initials: EFM________ Customer________

City of Romulus

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

Council Meeting Held: **June 28, 2021**

Item No. A.

General Description: Reappointment of Donald Morris to Board of Zoning Appeals

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Resolution No. ___________________

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

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

MOTION CARRIED UNANIMOUSLY   MOTION CARRIED   MOTION FAILED

MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, City Clerk

Date: June 28, 2021

Re: Reappointment to the Board of Zoning Appeal

At a meeting held electronically on June 17, 2021 the Executive Advisory Committee concurred with the recommendation of Planning Director Carol Maise to reappoint Donald Morris to the Board of Zoning Appeals. This recommendation is now submitted to the full Council body for approval.

I, therefore, request that Council concur with the recommendation of the Executive Advisory Committee and approve the reappointment of Donald Morris to the Board of Zoning Appeals with a term to expire on June 30, 2024.

NOTICE

CITY OF ROMULUS
EXECUTIVE ADVISORY COMMITTEE MEETING
THURSDAY, JUNE 17, 2021
3:00PM

PLEASE TAKE NOTICE that the City of Romulus Executive Advisory Committee will conduct a meeting on Thursday, June 17, 2021 at 3:00pm. This meeting will be held electronically via Zoom Meeting / Telephone conference to discuss a reappointment to the Board of Zoning Appeals.

This meeting is held pursuant to Public Act 254 of 2020 and the Resolution Declaring a Local State of Emergency, adopted by City Council on 03/29/2021, Resolution No. 21-093; which permits the remote attendance by members of a public body using telephonic or video conferencing means in certain circumstances; and to allow the public business of the Romulus City Council to be conducted in a manner that permits both the general public and members of the public bodies to participate by electronic means under circumstances allowed by law. Members of the public bodies must further identify specifically by stating the county, city, township, or village and state from which he or she is attending the meeting remotely.

1. **Roll Call**
2. **Approval of Agenda**
3. **Approval of Minutes from 2/01/2021 Executive Advisory Committee Meeting**
4. **Discussion – Reappointment to Board of Zoning Appeals**
5. **Public Comment**
6. **Adjournment**

TO JOIN THE ZOOM MEETING:
Click on the following link**: https://us02web.zoom.us/j/2230778573,** Meeting ID**: 223 077 8573**

TO JOIN THE MEETING BY PHONE:

1. Call the teleconferencing number **+ 1 646 558 8656**
2. When prompted, enter the **Meeting ID: 223 077 8573,** followed by # sign to be connected.

Members of the public wishing to participate in the Special Meeting may do so in the **'open-portion'** sections of the meeting. The **"raised-hand"** method will be used to acknowledge those wishing to speak. **Press *9** to "**Raise Hand**" from your phone or click the "**Raise Hand**" icon if participating online/through the app. Members of the public may contact members of the public body to provide input or ask questions on any business that will come before the public body at the meeting. To access contact information, visit www.romulusgov.com.

Instructions for Persons with Disabilities

Persons with disabilities who need accommodations to effectively participate in the meeting should contact the City Clerk, or send an email to Clerk@romulusgov.com, by 4:00 p.m. the day of the meeting to request assistance. Closed Captions will be provided upon request.

Ellen L Craig Bragg

Ellen L. Craig-Bragg, Clerk City of Romulus
11111 Wayne Road
Romulus, MI 48174
734-942-7520
Clerk@romulusgov.com.

This notice is posted in compliance with PA 228 of 2020 as amended (Open Meetings Act), MCLA 15.263 et seq., and the Americans with Disabilities Act. (ADA).

A copy of this notice will be posted on the City Website at www.romulusgov.com

Posted: June 16, 2021

PLANNING DEPARTMENT
INTER-OFFICE MEMORANDUM

DATE: May 18, 2021
TO: Ellen Craig-Bragg, City Clerk
FROM: Carol Maise, City Planner
SUBJECT: **Board of Zoning Appeals Re-appointment**

Please be advised that the current term of Donald Morris, as a member of the Board of Zoning Appeals, will expire on June 30, 2021. I am recommending that Mr. Morris be re-appointed to the Board of Zoning Appeals. The duration of the appointment is for three (3) years which will expire June 30, 2024.

Please forward this to the City Council Appointment Advisory Committee so they may act on the appointment which will then be forwarded to the City Council for their review and approval.

cc: Mayor LeRoy Burcroff
Chief of Staff, Julie Wojtylko
Robert McCraight, Director or Public Services

Y:\BZA Members & Guidelines\BZA Term Expirations\2021 - Morris\Memo to Clerk regarding 2021 ZBA (Morris) Appointments.doc

City of Romulus
LeRoy D. Burcroff
Mayor
ADMINISTRATIVE and LEGISLATIVE OFFICES
11111 Wayne Road · Romulus, Michigan 48174-1485
www.romulusgov.com

ELLEN L. CRAIG-BRAGG
Clerk

STACY A. PAIGE
Treasurer

May 20, 2021

City Council Appointment Advisory Committee
11111 Wayne Road
Romulus, MI 48174

RE: Re-appointment to the Zoning Board of Appeals

Dear Appointment Advisory Committee:

Please accept this letter as my official request to be re-appointed as a member of the Zoning Board of Appeals. I have enjoyed being on the Zoning Board of Appeals and would like to continue to be of a service to the residents of our community.

Sincerely,

Donald Morris
13700 Huron River Drive
Romulus, MI 48174

cc: Mayor Burcroff
Planning Department

City of Romulus

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

Council Meeting Held: **June 28, 2021**

Item No. B.

General Description: Study Session Request by Clerk Bragg for August 2, 2021, @ 6:30 pm to discuss cemetery rules and regulations.

Resolution No. __________________

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

---

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

MOTION CARRIED UNANIMOUSLY　　MOTION CARRIED　　MOTION FAILED

MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, City Clerk

Date: June 28, 2021

Re: Study Session Request

Clerk Bragg is requesting a 30 minute study session on August 2, 2021 at 6:30 p.m. to discuss cemetery rules and regulations.

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

MEMORANDUM

Date: June 14, 2021

To: Mayor Burcroff and Honorable
Council Persons

From: Maria Farris, Finance Director
Victoria Trush, Assistant Finance Director

Re: Changes in Water & Sewer Rates & Fees

Attached is the Water/Sewer fee schedule pursuant to Sections 62-405 and 62-406 of the City of Romulus Code of Ordinances.

1. Retail rates to residents ***will not*** increase due to the uncertainty of the economic impact as we emerge from the COVID-19 pandemic.

2. The Great Lakes Water Authority (GLWA) commodity rate is increasing approximately 2.07%. The fixed charges from infrastructure and operating expenses will increase 4.2%.

3. The Downriver Utility Wastewater Authority (DUWA) commodity rate is 4.34% and the excess flow charge increased 3.46%. Based on preliminary budget meeting with Rouge Valley Sewage System, they are estimating a 15.14% rate increase to the flat rate charges for 21/22.

4. The Water & Sewer Fund will absorb the above wholesale increases with fund balance, but will continue to be monitored closely going forward. This will be revisited during the 22/23 budgeting session to monitor the financial impacts from the Covid-19. Increases to the water and sewer rates are in the foreseeable future due to increases from (GLWA) and (DUWA) rising costs.

Once presented to City Council, the attached fee schedule will be effective as of July 1, 2021. If you should have any questions before the Council meeting, please feel free to contact me at (734) 955-4566 or my assistant Victoria Trush at (734) 955-4567. Thank you.

U:\Water & Sewer\Rates\Memo to City Council\rates to council 21.docx

Department of Finance

City of Romulus

Memorandum

To: Ellen Craig-Bragg, City Clerk

From: Maria Farris, Finance Director

Date: June 10, 2021

Re: Water & Sewer Rates

Pursuant to Sections 62-405 (c) & 62-406 (c) of the City of Romulus Code of Ordinances, the water and sewer rates shall be determined and adjusted no less than annually.

The rates calculated as required by Ordinance, the United States EPA and the Michigan DNR and in compliance with Section 15.6(a) of the Romulus City Charter are as follows:

	Old	New
All Water	$ 2.737	$ 2.737
Sewer rate	$ 3.218	$ 3.218
Nonresident user fee	$ .153	$ .153
Fixed Monthly Water Charge - 1" meter	$ 20.69	$ 20.69
Flat Monthly Sewer Only Rate Charge	$ 29.33	$ 29.33

These rates will become effective July 1, 2021.

U:\Water & Sewer\Rates\Memo to City Clerk - Summary Sheet\water and sewer rates 21-22.doc

Be it resolved that the City of Romulus adopt the following water & sewer rates and charges:

RESOLUTION FOR WATER/SEWER CHARGES

Ordinance Section	Description of Charge		Previous Charge		Proposed Charge
62-357	Administrative Charge		$35.00		{no change}
62-361 (a)	Final water bill charge		$20.00		{no change}
62-361 (a)	Missed Appointment Fee	1st offense	No Charge		{no change}
		2nd offense	$20.00		{no change}
(ref 62-372)		3rd offense	$40.00		{no change}
		Weekend	$40.00		{no change}
62-361 (c)	Delinquent penalties		10%		{no change}
62-361 (d)	Water off/on Service Charge		$40.00		{no change}
62-377	Curb Box Plug		$20.00		{no change}
62-377	Meter Tampering Fee-Residential	1st offense	$100.00		{no change}
		All subsequent offenses	$250.00		{no change}
	Meter Tampering Fee-Commercial	1st offense	$250.00		{no change}
		All subsequent offenses	$500.00		{no change}
62-365 (a)(2) 62-406 (e)	Water consumption rate per 100 cf (O&M - $2.376; Debt - $.361)		$2.737	100 cf	{no change}
62-365 (a)(3)	Meter service charges [per size}	3/4"	$0.84	Month	{no change}
		1"	$1.44	Month	{no change}
		1 1/2"	$2.74	Month	{no change}
		2"	$7.09	Month	{no change}
		3"	$9.09	Month	{no change}
		4"	$12.74	Month	{no change}
		6"	$23.44	Month	{no change}
		8"	$43.09	Month	{no change}
		10"	$61.74	Month	{no change}
62-365 (a)(4)	Daily charge for temporary connection	water	$0.54	day/residential	{no change}
		sewer	$0.58	day/residential	{no change}
		water	$1.08	day/commercial	{no change}
		sewer	$1.22	day/commercial	{no change}
62-365 (a)(5)	Water disconnection charge		Cost plus adm chg $1,900 deposit for single svc or dual svc		{no change}
62-365 (a)(5)	Water reconnection inspection charge		$200.00	+admin	{no change}
62-365 (a)(6)	Meter installation charge		$100.00		{no change}
62-365 (a)(7)	Hydrant meter deposit	3"	$1,900.00		{no change}
		3"	$1,900.00	agricultural	{no change}
		1"	$500.00		{no change}
62-365 (a)(9)	Hydrant meter installation charge		$50.00		{no change}
62-365 (a)(10)	Hydrant use charge		$15.00	weekly	{no change}
62-365 (a)(11)	Fixed Water Charge	3/4"	14.92		{no change}
		1"	20.69		{no change}
		1 1/2"	47.18		{no change}
		2"	85.14		{no change}
		3"	187.31		{no change}
		4"	332.07		{no change}
		6"	754.51		{no change}
		8"	2,082.74		{no change}
		10"- 12"	2,082.74		{no change}
62-365 (b)(1)	Water debt and Capital Replacement charges		$700.00	each unit	{no change}
62-365 (b)(2)			$250.00	each addition unit	{no change}
62-365 (c)	Water service installation charge	1"	$2,500.00		{no change}
		1 1/2"	$2,875.00		{no change}
		2"	$3,900.00		{no change}
		Over 2"	Cost plus adm fee		{no change}

RESOLUTION FOR WATER/SEWER CHARGES

Ordinance Section	Description of Charge		Previous Charge		Proposed Charge	
62-365 (d)	Standby fireline charge	1"	$10.00	month	{no change}	
		1 1/2"	$10.00	month	{no change}	
		2"	$10.00	month	{no change}	
		3"	$10.00	month	{no change}	
		4"	$10.00	month	{no change}	
		6"	$16.00	month	{no change}	
		8"	$24.00	month	{no change}	
		10"	$30.00	month	{no change}	
		12"	$36.00	month	{no change}	
62-365 (e)	Meter testing charge		$50.00	ea. occurance	{no change}	
62-365 (f)	Meter Frost Plates - Replacement		$15.00		{no change}	
62-365 (f)	Meter Templates - Replacements		$10.00	for any	{no change}	
	3/4" Full Template		$69.20		{no change}	
	Coupling replacement only		$23.20		{no change}	
	1 " Full Template		$102.75		{no change}	
	Coupling replacement only		$35.75		{no change}	
62-366 (a)(1) 62-405(e)	Sewage disposal rate per 100 cf (O&M - $2.855; Debt - $.363)		$3.218	100 cf	{no change}	100 cf
			$0.153	non-resident user fee	{no change}	non-resident user fee
Council Res #09-314	WCAA Sewage disposal rate		$2.617	100 cf	{no change}	100 cf
62-366 (a)(2)	Sewage service only		$29.33	monthly	{no change}	
62-366 (a)(3)	Sewage disconnection charge		cost plus admin fee $1,900 deposit for single svc or dual svc		{no change}	
62-366 (b)	Sewer service installation charge	up to 6"	$1,600.00		{no change}	
		over 6"	contractor's cost		{no change}	
62-366 (4)	Special sewer inspection charge		$200.00	+admin	{no change}	
62-366 (4) 62-399	Sewage reconnection inspection charge (Repair of existing line)		$200.00	+admin	{no change}	
62-366 (c)	Sewer service installation charge for low income residents	Applicant & dependents	Gross annual income			
		1	$12,700.00		{no change}	
		2	$14,500.00		{no change}	
		3	$16,350.00		{no change}	
		4	$18,150.00		{no change}	
		5	$19,600.00		{no change}	
		6	$21,050.00		{no change}	
		Additional dependents	$1,450.00		{no change}	
62-366 (d)(1)	Sewer debt and capital replacement chrgs	1"	$1,200.00		{no change}	
		1 1/2"	$2,670.00		{no change}	
		2"	$4,780.00		{no change}	
		3"	$10,690.00		{no change}	
		4"	$19,130.00		{no change}	
		6"	$43,050.00		{no change}	
		8"	$70,350.00		{no change}	
		10"	$105,520.00		{no change}	
		12"	$140,690.00		{no change}	
		14"	$177,270.00		{no change}	
		Per Addt'l Unit	$425.00		{no change}	
62-366 (d)(2)	Sewer maintenance service charge	3/4"	$2.45	month	{no change}	
		1"	$3.10	month	{no change}	
		1 1/2"	$8.25	month	{no change}	
		2"	$14.50	month	{no change}	
		3"	$31.00	month	{no change}	
		4"	$54.00	month	{no change}	
		6"	$117.00	month	{no change}	
		8"	$291.50	month	{no change}	
		10"	$291.50	month	{no change}	
		12"	$291.50	month	{no change}	
62-376	Tax Roll-Delinquent processing fee		$40.00	ea occurance	{no change}	
62-399 (a)(3)	Sewer permits (Verify bondedness, costs of inspection/review fees)		$50.00		{no change}	

Note: the above rates will become effective July 1, 2021

City of Romulus

Attorney's Report - Stephen Hitchcock, City Attorney

Council Meeting Held: **June 28, 2021**

Item No. A.

General Description: Resolution to Declare a Local State of Emergency

---

Resolution No. ___________________

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

---

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

MOTION CARRIED UNANIMOUSLY MOTION CARRIED MOTION FAILED

RESOLUTION NO. ____

CITY OF ROMULUS
WAYNE COUNTY, MICHIGAN

RESOLUTION DECLARING A LOCAL STATE OF EMERGENCY

Present: ____

Absent: ____

WHEREAS, with the December, 2020 amendment to the Open Meetings Act, the City can continue holding remote meetings beyond March 31, 2021 if a Local State of Emergency is declared and the personal health of members of the public or public body would be at risk if the meeting were held in person.

WHEREAS, the Wayne County Local Health Department issued an Emergency Epidemic Order on June 14, 2021, authorizing remote meeting of public bodies until December 31, 2021;

WHEREAS, the City Attorney approved this Resolution Declaring a Local State of Emergency to Protect the Public Peace, Health, Safety, and General Welfare (COVID-19) for the City of Romulus; and

WHEREAS, by adopting this resolution, the City is authorized to conduct City Council, Board, Commission, and Committee meetings electronically in accordance with the Open Meetings Act.

NOW, THEREFORE, The City of Romulus, based on the Wayne County declaration of an emergency, declares a Local State of Emergency to Protect the Public Peace, Health, Safety, and General Welfare (COVID-19) through July 31, 2021.

BE IT FURTHER RESOLVED that the Open Meetings act requirements for electronic meetings will apply to all City Council, Boards, Commission, and Committee meetings through July 31, 2021.

RESOLUTION DECLARED ADOPTED.

Adopted: June 28, 2021

Roll Call Vote: Ayes: ______________________________

Nays: ______________________________

I, Ellen Craig-Bragg, Clerk for the City of Romulus, do hereby certify the foregoing to be a true copy of a resolution duly adopted by Romulus City Council at their meeting held on June 28, 2021.

____

Ellen Craig-Bragg
City Clerk

City of Romulus

Treasurer's Report

Council Meeting Held: **June 28, 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: **June 28, 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: **June 28, 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: **June 28, 2021**
Item No. 10.

General Description: ____

____

Resolution No.______

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

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

MOTION CARRIED UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

Warrant

Council Meeting Held: **June 28, 2021**

Item No. A.

General Description: Approval of Warrant #: 21-12 Checks presented in the amount of $1,583,210.75

Resolution No. ___________________

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

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

MOTION CARRIED UNANIMOUSLY MOTION CARRIED MOTION FAILED

CITY OF ROMULUS
WARRANT REGISTER SUMMARY

Council Meeting Date: June 28, 2021
Warrant Number: 21-12

TOTAL WARRANT REGISTER **1,583,210.75**

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

06/24/2021 **CHECK DISBURSEMENT REPORT FOR CITY OF ROMULUS**

CHECK DATE FROM 06/10/2021 - 06/23/2021

Fund		Amount
Total for fund 101	General Fund	266,046.84
Total for fund 202	Major Street Fund	27,176.10
Total for fund 203	Local Street Fund	25,133.59
Total for fund 205	Public Safety Fund	33,522.44
Total for fund 211	Cable TV	108,396.79
Total for fund 218	Merriman Rd. Spec. Assess	338.06
Total for fund 220	Oakwood SAD	3,757.28
Total for fund 225	Community Employee Activity Fund	983.73
Total for fund 226	Garbage & Rubbish Collection Fund	181,570.68
Total for fund 261	911 Service Fund	690.24
Total for fund 268	Narc Forfeiture - State	657.87
Total for fund 271	Library Fund	8,202.47
Total for fund 295	DDA	23,590.32
Total for fund 297	T.I.F.A. District #2	3,089.00
Total for fund 592	Water & Sewer Fund	756,943.68
Total for fund 661	Motor Vehicle	84,602.01
Total for fund 664	Technology Services	811.95
Total for fund 676	Retiree's Ins. Benefits	48,374.23
Total for fund 677	Prop & Liability Ins Fund	1,651.20
Total for fund 701	Revolving Fund	6,550.75
Total for fund 703	Current Tax	15.82
Total for fund 750	Payroll Fund	1,105.70
TOTAL - ALL FUNDS		**1,583,210.75**

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 06/10/2021 - 06/23/2021

Check Date	Check	Vendor Name	Description	Amount	
Bank POOL POOLED CASH					
06/21/2021	655(E)	DTE ENERGY	6241 DEXTER - BOICE PARK	36.13	V
			7219 MIDDLEBELT - FIRE #2	572.58	V
			37230 NORTHLINE- FS #1	171.69	V
			10202 SHOOK RD - CEMETERY	26.22	V
			11189 SHOOK - CHAMBER BLDG	149.00	V
			11147 HUNT - HISTORICAL PAVILLION	45.24	V
			11120 HUNT - SCHOOL HOUSE @ HISTORICAL P	36.24	V
			12300 WAYNE - ANIMAL SHELTER	422.10	V
			VINING RD HOT BOX - 34155 GODDARD	474.68	V
			38205 BARTH - EMERGENCY SIREN- APRIL 2,	25.21	V
			OAKWOOD STORM SEWER PUMP STATION - 154	90.78	V
			9755 OZGA - ELMER JOHNSON PARK - MAR 6	50.01	V
			9755 OZGA - ELMER JOHNSON PARK - APR 7	5.00	V
			29551 GODDARD - GODDARD RD HOT BOX - APR	350.87	V
			31558 GODDARD - WATER PUMP - APR 7 - MAY	590.61	V
			38834 HURON RIVER DR - WATER PUMP APR 9	60.01	V
				3,106.37	
06/23/2021	658(E)	BLUE CARE NETWORK	JULY 2021 HEALTH INSURANCE	927.50	
06/23/2021	659(E)	BLUE CROSS/BLUE SHIELD OF MICH	JULY 2021 BLUE CROSS	209,299.38	
06/23/2021	660(E)	COMERICA COMM. CARD SERV.	MAY 2021 ALL CITY COMERICA CREDIT CARDS	7,985.50	
06/23/2021	661(E)	DTE ENERGY	7219 MIDDLEBELT - FIRE #2 MAY 5 THRU JUN	364.88	
			6241 DEXTER - BOICE PARK MAY 6 THRU JUN	32.39	
			OAKWOOD STORM SEWER PUMP STATION - 154	82.28	
			37230 NORTHLINE- FS #1 MAY 6 THRU JUN 4,	73.00	
			11189 SHOOK - CHAMBER BLDG MAY 6 THRU JU	95.08	
			9755 OZGA - ELMER JOHNSON PARK - MAY 6	50.01	
			11120 HUNT - SCHOOL HOUSE @ HISTORICAL P	25.97	
			10202 SHOOK RD - CEMETERY MAY 6 THRU JU	20.96	
			11147 HUNT - HISTORICAL PAVILLION MAY 6	26.50	
			12300 WAYNE - ANIMAL SHELTER MAY 6 THRU	372.03	
			12055 WAYNE - BIRD HOUSE MAY 6 THRU JUN	9.23	
			VINING RD HOT BOX - 34155 GODDARD MAY 6	83.78	
			31558 GODDARD - WATER PUMP - MAY 4 - JU	864.03	
			6061 COLUMBUS - FERNANDEZ PARK - MAY 1	14.95	
				2,115.09	
06/23/2021	662(E)	TOSHIBA FINANCIAL SERVICES	LOAN PAYMENT JUNE 2021	2,122.87	
06/23/2021	663(E)	VARIPRO BENEFIT ADMINSTRATORS	JULY 2021 RETIREE HEALTH	48,374.23	
06/23/2021	75431	AMAZON	WHITE/YELLOW CARBONLESS PAPER	69.95	
			RECORDS AND DB SUPPLIES ORDERS	12.99	
			RECORDS AND DB SUPPLIES ORDERS	35.97	
			RECORDS AND DB SUPPLIES ORDERS	19.95	
			CUPCAKE HOLDERS FOR MOTHER SON DANCE M	17.96	
			PD OFFICE SUPPLIES	96.67	
			FAMILY FUN FRIDAY SUPPLY ORDER 5/19/2021	149.98	
			BATTERIES AA	29.31	
			CONFIDENTIAL MATERIAL SHREDDER - CITY HA	301.99	
			FAMILY FUN FRIDAY SUPPLY ORDER 5/24/2021	84.99	

			OFFICE SUPPLIES	39.99
			OFFICE SUPPLIES	93.91
			OFFICE SUPPLIES	57.25
			PD, F TECH, & ARMORY SUPPLIES	294.52
			SUPPLIES FOR MOTHER SON DANCE MAY 20, 2C	227.20
			DOG FOOD	319.04
			AMAZON ORDER 6/1/2021	69.98
			OFFICE SUPPLIES - CLERK	144.39
			OFFICE SUPPLIES FOR PLANNING DEPT.	19.50
			AMAZON CREDIT	(85.98)
			OFFICE SUPPLIES	(20.96)
			PD, F TECH, & ARMORY SUPPLIES	(50.04)
			OFFICE SUPPLIES FOR PLANNING DEPT.	(19.50)
				1,909.06
06/23/2021	75432	AMAZON	MISC SUPPLIES AC	159.46
06/23/2021	75433	AMAZON	MISC SUPPLIES AC	43.98
06/23/2021	75434	ABS STORAGE PRODUCTS, INC.	ITB 17/18-24 UPFITTING FOR 5 2020 POLICE	8,030.98
			ITB 17/18-24 UPFITTING FOR 5 2020 POLICE	8,030.98
				16,061.96
06/23/2021	75435	ALERT-ALL CORPORATION	20/21 BLANKET PO - FIRE PREVENTION EDUCA	518.00
06/23/2021	75436	ALL SEASONS LANDSCAPING	20/21 BLANKET PO - MISC MAINT. SUPPLIES	186.81
06/23/2021	75437	ALPHA PSYCHOLOGICAL SERVICES, PC	PSYCH EVALUATION	725.00
06/23/2021	75438	AMAZON	OFFICE SUPPLIES	0.99
06/23/2021	75439	AMAZON.COM LLC	LIBRARY SUPPLIES ACCT# 60457 8781 02790C	53.88
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	27.99
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	19.68
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	113.99
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	251.73
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	437.28
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	150.72
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	225.09
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	854.93
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	322.69
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	5.69
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	19.98
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	48.98
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	9.98
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	55.49
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	43.98
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	113.43
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	13.99
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	11.91
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	4.99
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	16.99
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	13.99
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	29.99
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	49.95
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	22.99
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	32.29
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	22.92
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	24.99
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	16.99
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	21.99
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	67.49
			LIBRARY SUPPLIES ACCT# 60457 8781 02790C	13.99
				3,120.97

06/23/2021	75440	ASSOCIATED NEWSPAPERS OF MICHIG	ITB 20/21-10 20/21 INVERTED P.O 01-01-2	73.41
06/23/2021	75441	ATCHINSON FORD SALES, INC.	20/21 BLANKET PO MISC VEHICLE REPAIRS -	262.50
			20/21 BLANKET PO MISC VEHICLE REPAIRS -	54.00
				316.50
06/23/2021	75442	AUTO VALUE OF ROMULUS	20/21 BLANKET PO FOR MISC MECHANIC PURCH	157.00
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	157.40
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	135.09
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	66.13
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	157.00
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	12.89
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	4.29
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	428.47
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	292.48
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	22.19
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	1.58
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	57.63
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	22.19
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	22.19
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	24.80
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	21.99
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	22.19
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	86.48
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	7.76
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	7.76
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	3.50
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	11.89
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	146.24
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	136.74
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	290.78
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	12.36
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	29.59
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	15.21
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	42.35
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	9.78
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	59.48
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	8.67
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	(27.00)
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	(107.19)
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	(21.99)
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	(36.00)
			20/21 BLANKET PO FOR MISC MECHANIC PURCH	(182.24)
				2,099.68
06/23/2021	75443	VOID		V
06/23/2021	75444	BADER & SONS CO.	PARTS NEEDED TO REPAIR JOHN DEERE BROOM	337.26
06/23/2021	75445	BAKER & TAYLOR	ACCOUNT # 251637 L154147 2 B00000 - QTY	177.74
			ACCOUNT # 251637 L154147 2 B00000 - QTY	549.73
			ACCOUNT # 251637 L154147 2 B00000 - QTY	237.21
			ACCOUNT # 251637 L154147 2 B00000 - QTY	473.24
			ACCOUNT # 251637 L154147 2 B00000 - QTY	101.39
				1,539.31
06/23/2021	75446	CAREY AND PAUL GROUP	FAMILY FUN FRIDAYS JULY 2ND AND AUGUST 6	550.00
			FAMILY FUN FRIDAYS JULY 2ND AND AUGUST 6	495.00
				1,045.00
06/23/2021	75447	BAYSCAN TECHNOLOGIES	ONE TIME DVD CASE SINGLE BLACK	287.98
06/23/2021	75448	BELL EQUIPMENT COMPANY	ITB 18/19-23 RENTAL OF A STREET SWEEPER	11,070.00

06/23/2021	75449	BLUE RIBBON CONTRACTING INC.	20/21 BLANKET PO FOR TOPSOIL & SAND - DP	45.00
			20/21 BLANKET PO FOR TOPSOIL & SAND - DP	135.00
				180.00
06/23/2021	75450	ASHLEY BOETTCHER	BOETTCHER DESIGNS 2 PACKS CRYPTID STICKE	34.00
06/23/2021	75451	BRETT SHERWOOD	SCHOLARSHIP FROM ROMULUS DRUG TASK FOR	500.00
06/23/2021	75452	BROADCAST MUSIC INC	ACCT #2284088 - ANNUAL LICENSING MUSIC F	368.00
06/23/2021	75453	BUTLER ANIMAL HEALTH SUPPLY, LLC	MEDICAL SUPPLIES	140.04
			MEDICAL SUPPLIES	411.08
				551.12
06/23/2021	75454	CADILLAC ASPHALT LLC	20/21 INVERTED PO - ITB 19/20-19 COLD F	1,267.30
			20/21 INVERTED PO - ITB 19/20-19 COLD F	2,395.45
				3,662.75
06/23/2021	75455	CENTER POINT LARGE PRINT	CHRISTIAN SERIES, PLATINUM FICTION SERIE	137.82
06/23/2021	75456	CLEAR RATE COMMUNICATIONS, INC.	ACCOUNT # 4876633 JULY 2021	7,673.44
06/23/2021	75457	COMCAST	BUSINESS CABLE 06/18 - 07/17/2021 ACCOUN	128.46
06/23/2021	75458	COMCAST	20/21 INVERTED PO FOR POLICE XFINITY TV	47.75
06/23/2021	75459	CONSTELLATION NEW ENERGY	CITY GAS BILLS SERVICE FOR MAY 2021	4,347.27
06/23/2021	75460	D'SJONAUN HOCKENHULL	REIMBURSEMENT FOR TRAVEL AND MEALS FOR I	103.22
06/23/2021	75461	FIRST CHOICE COFFEE SERVICES	20/21 BLANKET PO FOR WATER PURIFIER AT P	62.95
06/23/2021	75462	DETROIT SALT COMPANY	ITB-FH-17/18-2062, MITN COOPERATIVE BID	16,169.52
06/23/2021	75463	DIANA ROSADO	PRINCESS ARIEL AT THE LIBRARY	80.00
06/23/2021	75464	DIGITAL ALLY INC,	REPLACEMENT CLIPS FOR BODYCAMERAS	140.00
06/23/2021	75465	JACK DOHENY SUPPLIES INC	20/21 BLANKET PO - MECHANICS AND WATER D	825.30
06/23/2021	75466	DONNA CAPRON	CASE # 21-031 PET NAME: RUFUS	25.00
06/23/2021	75467	DTE ENERGY	6800 WAYNE -FIRE STATION # 3 APR 2, THRU	134.50
			7506 MERRIMAN - LANDSCAPING APRIL 6 THR	169.03
			7506 MERRIMAN - LANDSCAPING MAY 5 - THR	169.03
				472.56
06/23/2021	75468	DOWNRIVER UTIL WASTEWATER AUTI	WASTEWATER DISPOSAL CHARGES MARCH 2021	198,760.28
06/23/2021	75469	DOWNRIVER UTILITY WASTEWATER A	JUNE 2021 EXCESS FLOW	104,704.00
06/23/2021	75470	EJ USA, INC.	FRAME / WATER COVERS	871.78
			COVER FOR GATE WELLS AND SWEWER	1,016.06
				1,887.84
06/23/2021	75471	FERGUSON WATERWORKS #3386	METER TESTS @ 36345 VANBORN, 7155 INKSTE	450.00
			INVENTORY ORDER ITB 19/20-28	670.32
			SUPPLIES FOR PREMETER INSTALLATION	848.70
			20/21 BLANKET PO FOR MISC METER REPAIR P	592.58
				2,561.60
06/23/2021	75472	FERRELLGAS, LP	ACCT#88378180 MECHANICS - DPW	191.41
06/23/2021	75473	FOSTER BLUE WATER OIL, LLC	20/21 INVERTED PO - ITB 19/20-21 2 YEAR	1,315.39
06/23/2021	75474	FRIED SAPERSTEIN SAKWA, PC	MAY 2021 CITY PROSECUTION SERVICES	4,455.00
06/23/2021	75475	G'S TREES INC.	ITB 18/19-25 REMOVE 59" OAK TREE AND STU	4,800.00
06/23/2021	75476	GENERAL FUND	AFLAC 3% ADMIN FEE FOR JUNE 2021	174.72
			COLONIAL LIFE 2% ADMIN FEE FOR JUNE 2021	3.48
				178.20

06/23/2021	75477	GIARMARCO, MULLINS, & HORTON, P	FIRE DEPT- MAY 1 - JUNE 03,2021, ACCT #	310.50
			5/01 - 6/06/2021 ACCT# 70085.005 HUMAN R	756.00
			5/1 - 5/31/2021 ACCT# 70085.021 FINANCE	175.50
			5/01 - 6/10/2021 ACCT# 70085.006 POLICE	688.50
			5/1 - 6/11/2021 ACCT# 70085.011 CLERK'S	715.50
			5/1 - 6/12/2021 ACCT# 70085.004 GENERAL	11,892.94
			5/1 - 6/7/2021 ACCT# 70085-015 B PLANNIN	1,410.75
			05/01 - 06/07/2021 ACCT # 70085-008B DPW	216.00
				16,165.69
06/23/2021	75478	GREAT LAKES WATER AUTHORITY	ACCT # 100-2451-W WHOLESALE WATER - APRI	373,685.62
06/23/2021	75479	GREEN MEADOWS LAWNSCAPE, INC	ITB 19/20-26 CEMETERY AND ALLEY GRASS CU	1,530.00
			ITB 19/20-26 CEMETERY SPRING CLEAN UP	1,440.00
			ITB 19/20-26 CEMETERY AND ALLEY GRASS CU	2,550.00
				5,520.00
06/23/2021	75480	HARRY'S ARMY SURPLUS	BOOTS FOR R. LIPKOWSKI	159.95
06/23/2021	75481	HOME DEPOT	HOME DEPOT SUPPLIES FOR SENIOR GARDEN BO	207.18
			20/21 BLANKET PO FOR MISC SUPPLIES - DPW	4.98
			20/21 BLANKET PO - HOME DEPOT - FIRE DEP	792.00
			20/21 BLANKET PO FOR MISC SUPPLIES - DPW	14.97
			20/21 BLANKET PO FOR MISC SUPPLIES - DPW	38.46
			20/21 BLANKET PO - HOME DEPOT - FIRE DEP	56.63
			20/21 BLANKET PO - HOME DEPOT - FIRE DEP	98.70
				1,212.92
06/23/2021	75482	HONEYWELL BUILDING SOLUTIONS	REPAIRS FOR FIRE STATION #4	21.82
06/23/2021	75483	HURON SOD FARMS	20/21 BLANKET PO FOR - BUILDING & GROUND	14.80
			20/21 BLANKET PO FOR - BUILDING & GROUND	75.50
				90.30
06/23/2021	75484	HYDROCORP, INC.	20/21 INVERTED PO - ITB 17/18-25 5 YR C	6,822.00
			20/21 INVERTED PO - ITB 17/18-25 5 YR C	1,900.00
				8,722.00
06/23/2021	75485	IAFC	IAFC MEMBERSHIPS - ALLISON MEMBERSHIP -	215.00
06/23/2021	75486	IMPERIAL PRESS, INC	500 FOLDERS AND 500 STEP DOWN INSERTS FC	448.97
			500 FOLDERS AND 500 STEP DOWN INSERTS FC	908.09
				1,357.06
06/23/2021	75487	INTEGRITY BUSINESS SOLUTIONS LLC	PAPER, COPY CASE 8 1/2"X11" 10RM/CT	55.98
06/23/2021	75488	J & B MEDICAL SUPPLY CO. INC	SALES ORDER #557913 - MEDICAL SUPPLIES F	64.64
			20/21 BLANKET PO - MEDICAL SUPPLIES FOR	1,383.17
				1,447.81
06/23/2021	75489	J & M TOWING	20/21 BLANKET PO TOWING FOR DISABLED CIT	129.00
06/23/2021	75490	JAYLEN CULVER	SCHOLARSHIP FROM ROMULUS DRUG TASK FOR	500.00
06/23/2021	75491	JESSICA DARCY	REUND OF DEPOSIT FOR ELMER JOHNSON PAVIL	25.00
06/23/2021	75492	JOELYS ROSADO	SCHOLARSHIP FROM ROMULUS DRUG TASK FOR	500.00
06/23/2021	75493	JOHNSTON ENTERPRISES LLC	ROMULUS SUMMER EVENTS SIGNAGE	50.00
06/23/2021	75494	KAMPS INCORPORATED	ITB 17/18-48 DELIVERY OF MULCH FOR THE P	2,320.00
06/23/2021	75495	KATHERINE TOMASIK	REIMBURSEMENT FOR MILEAGE FOR MAMC CLE	85.39
06/23/2021	75496	KENNEDY INDUSTRIES, INC.	REPAIR PUMP # 1 AT PINE	3,675.00
06/23/2021	75497	LANSBURY LEANNE	2020 Sum Tax Refund 80 067 02 0606 300	15.82
06/23/2021	75498	LASERCOM , LLC	20/21 INVERTED PO ITB 17/18-37 WATER BI	2,745.54
06/23/2021	75499	PIRTEK METRO DETROIT	20/21 BLANKET PO FOR HYDRAULIC TUBING -	111.99

06/23/2021	75500	LUSTER CLEANERS, INC	20/21 BLANKET PO PRISONERS BLANKET CLEAN	40.00
			20/21 BLANKET PO PRISONERS BLANKET CLEAN	80.00
			20/21 BLANKET PO PRISONERS BLANKET CLEAN	80.00
				200.00
06/23/2021	75501	MARCO TECHNOLOGIES, LLC	XL HP 4100 PRINTER	658.52
06/23/2021	75502	MAURER'S TEXTILE RENTAL SERVICES	20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	24.12
			20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	26.77
			20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	28.89
			20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	108.01
			20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	108.01
			20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	2.23
			20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	28.89
			20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	2.23
			20/21 INVERTED PO FOR EMPLOYEE UNIFORM E	106.49
				435.64
06/23/2021	75503	MEI TOTAL ELEVATOR SOLUTIONS	ELEVATOR DOOR REPLACEMENT CITY HALL	831.26
06/23/2021	75504	MERRIE DRUYOR	REIMBURSEMENT FOR MATERIALS PURCHASED F	149.92
06/23/2021	75505	MERRITT CIESLAK DESIGN	MEETING ROOM AND CIRC DESK RENOVATION D	1,190.00
06/23/2021	75506	MICHAEL R HARPER	MFFTC - COURAGE TO BE SAFE	220.00
06/23/2021	75507	STATE OF MICHIGAN	CUST ID #91316- MDHHS QUALITY ASSURANCE	743.24
06/23/2021	75508	MIDWEST AUTO TRUCK & SPRING	20/21 BLANKET PO FOR MISC MECH OUTSOURCI	350.00
06/23/2021	75509	MIDWEST TAPE	CUSTOMER # 2000005771 QTY:15	322.10
			CUSTOMER # 2000005771 QTY:3	124.97
			CUSTOMER #2000015943 DIGITAL ACCOUNT	449.54
			CUSTOMER # 2000005771 QTY:2	76.98
			CUSTOMER # 2000005771 QTY:2	47.23
				1,020.82
06/23/2021	75510	IACOBAN, ELENA	BD Bond Refund	365.00
06/23/2021	75511	SUSAN & JAMES CANTRELL	BD Bond Refund	200.00
06/23/2021	75512	IBRAHIM, IBRAHIM D	BD Bond Refund	200.00
06/23/2021	75513	DAWN WILSON-GRAY	BD Bond Refund	200.00
06/23/2021	75514	DAVID MARSHALL	BD Bond Refund	1,000.00
06/23/2021	75515	MAEGAN STUPECK	BD Bond Refund	200.00
06/23/2021	75516	MKSK, INC.	MKSK INV# 2210618	825.00
			PROFESSIONAL SERVICES THRU MAY 31, 2021	600.00
				1,425.00
06/23/2021	75517	MML LIABILITY & PROPERTY POOL	MML POOL CLAIM DEDUCTIBLE REF:BRADLEY PE	1,651.20
06/23/2021	75518	MUCHMORE HARRINGTON SMALLEY {	20/21 INVERTED PO FOR LEGISLATIVE SERVIC	2,000.00
			20/21 INVERTED PO FOR LEGISLATIVE SERVIC	2,000.00
				4,000.00
06/23/2021	75519	MUNICIPAL CODE CORPORATION	MUNIDOCS - SOFTWARE ENHANCEMENT SELF-UI	350.00
06/23/2021	75520	NAPA AUTO PARTS	20/21 BLANKET PO FOR MISC SUPPLIES - DPW	11.38
06/23/2021	75521	MARK NICHOLAI	MFFTC - BASIC VEHICLE EXTRICATION TRAINI	880.00
06/23/2021	75522	NORTHSIDE TRUE VALUE HARDWARE	20/21 BLANKET PO FOR MISC BUILDING MAINT	18.95
06/23/2021	75523	NORTHSTAR MAT SERVICES, INC.	ACCT #1862-11121 LIBRARY MAT SERVICE	70.30
06/23/2021	75524	NYE UNIFORM CO	ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	267.59
			ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	46.99
			ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	46.99
				361.57

06/23/2021	75525	ORCHARD, HILTZ & MCCLIMENT	PROFESSIONAL SERVICES FOR HURON RIVER DR	17,342.75
			ITB 19/20-22 SMITH & VINING REHAB PROJEC	1,050.50
			PROJECT VIPER ESCROW -PROFESSIONAL SERVI	1,373.25
			CONST SRVCS - M&M TRUCKING ESCROW - PROF	1,888.75
			CONST SRVCS - PROTRANS ESCROW - PROFESSI	150.00
			CONST SRVCS - S&F FOODS ESCROW - PROFESS	712.50
			CONST SRVCS - MUCCI PAC ESCROW - PROFESS	175.00
			CONST SRVCS - ECORSE COMMONS ESCROW - PF	642.50
			PFG - VISTAR ESCROW - PROFESSIONAL SERVI	2,238.75
			CONST SRVCS - LEGACY PH2 ESCROW PROFESSI	3,576.50
			28034_BEVERLY_PRITULA_TRAILER - PROFESSI	822.00
			GLWA WICK ROAD 48" WATER MAIN 0155-19-01	10,802.50
			2021 BARTH ROAD WATER MAIN DESIGN	6,511.00
			ITB 19/20-25 2020 SANITARY REPAIRS/ INSP	7,932.50
			OZGA SANITARY SEWER PROJECT	8,685.00
			BEVERLY ROAD PHASE III DESIGN	7,624.25
			PROFESSIONAL SERVICES RENDERED THROUGH (	3,143.00
			JOB #0155-20-0040 ITB 20/21-11	1,499.50
				76,170.25
06/23/2021	75526	OSBORNE CONCRETE COMPANY INC.	20/21 BLANKET PO FOR MISC. PURCHASES	340.50
06/23/2021	75527	PARAGON LABORATORIES INC	29016 ECORSE	75.00
06/23/2021	75528	PARKWAY SERVICES, INC.	20/21 INVERTED PO FOR PORTA JOHNS IN DOW	390.00
06/23/2021	75529	PARTRIDGE ENTERPRISES	20/21 BLANKET PO FOR ANIMAL DISPOSAL	296.00
06/23/2021	75530	PEARL VARNER	REUND OF DEPOSIT FOR HISTORICAL PARK PAV	25.00
06/23/2021	75531	PHOENIX SAFETY OUTFITTERS, LLC.	ITB 18/19-20 SAFER/OTHER NEW HIRE - TURN	450.00
			ITB 18/19-20 SAFER/OTHER NEW HIRE - TURN	450.00
			ITB 18/19-20 SAFER/OTHER NEW HIRE - TURN	450.00
			ITB 18/19-20 SAFER/OTHER NEW HIRE - TURN	450.00
			ITB 18/19-20 SAFER/OTHER NEW HIRE - TURN	350.00
			ITB 18/19-20 SAFER/OTHER NEW HIRE - TURN	350.00
			ITB 18/19-20 SAFER/OTHER NEW HIRE - TURN	250.00
				2,750.00
06/23/2021	75532	PLUNKETT COONEY, PC	FRANCIS ROMEO VS. CITY OF ROMULUS ET AL	1,200.00
06/23/2021	75533	PRAXAIR DISTRIBUTION, INC.	20/21 BLANKET PO MISC MECHANIC WELDING S	126.96
06/23/2021	75534	REY-MART ASPHALTING CO.	ITB 16/17-35 ASPHALT REPAIR FROM WATER M	3,035.74
			ITB 16/17-35 ASPHALT REPAIR FROM DRAINS	3,763.75
				6,799.49
06/23/2021	75535	REY-MART ASPHALTING CO.	HOT PATCH ROAD REPAIRS	4,726.63
06/23/2021	75536	REY-MART ASPHALTING CO.	HOT PATCH ROAD REPAIRS	5,816.07
06/23/2021	75537	REY-MART ASPHALTING CO.	HOT PATCH ROAD REPAIRS	5,758.54
06/23/2021	75538	RITTER GIS	20/21 INVERTED- GIS SUPPORT SERVICES JAN	3,017.50
06/23/2021	75539	GREATER ROMULUS CHAMBER OF CO	21/22 ANNUAL MEMBERSHIP DUES	50.00
			21/22 ANNUAL MEMBERSHIP DUES	50.00
				100.00
06/23/2021	75540	CITY OF ROMULUS	INSTALL MILITARY BANNERS 2021	3,200.00
06/23/2021	75541	ROSE PEST SOLUTIONS	TREATMENT FOR BEES AT HISTROICAL PARK	325.00
			DRAIN FLY TREATMENT	68.00
				393.00
06/23/2021	75542	SELL'S EQUIPMENT	RESCUE SAWS	4,407.96
06/23/2021	75543	SERVICE ELECTRIC SUPPLY INC	20/21 BLANKET PO FOR - MISC. BUILDING RE	49.66
			20/21 BLANKET PO FOR - MISC. BUILDING RE	32.34
				82.00

06/23/2021	75544				V
06/23/2021	75545				V
06/23/2021	75546		CHECKS 75444 THROUGH 75571		V
06/23/2021	75547				V
06/23/2021	75548		VOIDED BECAUSE PRINTER ERROR		V
06/23/2021	75549				V
06/23/2021	75550		PRINTER MISPRINTED CHECKS ON INCORRECT STUBS		V
06/23/2021	75551				V
06/23/2021	75552				V
06/23/2021	75553				V
06/23/2021	75554				V
06/23/2021	75555				V
06/23/2021	75556				V
06/23/2021	75557				V
06/23/2021	75558				V
06/23/2021	75559				V
06/23/2021	75560				V
06/23/2021	75561				V
06/23/2021	75562				V
06/23/2021	75563				V
06/23/2021	75564				V
06/23/2021	75565				V
06/23/2021	75566				V
06/23/2021	75567				V
06/23/2021	75568				V
06/23/2021	75569				V
06/23/2021	75570				V
06/23/2021	75571				V
06/23/2021	75572	SITEMED NORTH AMERICA LLC	ITB 19/20-31 NFPA FIREFIGHTER PHYSICALS	8,080.00	
06/23/2021	75573	SUBURBAN CALCIUM CHLORIDE SALES	ITB 18-19/24 - 20/21 INVERTED DUST CONTR	1,400.00	
06/23/2021	75574	SUBURBAN OCCUPATIONAL HEALTH	DRUG SCREENS/PHYSICALS	330.00	
			DRUG SCREEN/PHYSICAL	578.00	
				908.00	
06/23/2021	75575	SWANK MOTION PICTURES	MOVIE IN THE PARK - WAR WITH GRANDPA - J	435.00	
06/23/2021	75576	TEL SYSTEMS	RFP 20/21-04 UPDATING OF CITY COUNCIL CH	74,694.91	
			RFP 20/21-04 UPDATING OF CITY COUNCIL CH	33,462.45	
				108,157.36	
06/23/2021	75577	THE ACCUMED GROUP	MAY 2021 EMS/FIRE SERVICES	1,648.51	
			APRIL 2021 EMS/FIRE SERVICES	2,198.43	
				3,846.94	
06/23/2021	75578	TODD WENZEL BUICK GMC OF WESTL	20/21 BLANKET PO MISC MECHANIC SUPPLIES	17.80	
			20/21 BLANKET PO MISC MECHANIC SUPPLIES	8.32	
			20/21 BLANKET PO MISC MECHANIC SUPPLIES	20.52	
			20/21 BLANKET PO MISC MECHANIC SUPPLIES	32.77	
			20/21 BLANKET PO MISC MECHANIC SUPPLIES	150.00	
			20/21 BLANKET PO MISC MECHANIC SUPPLIES	435.67	
			PIGGYBACK MI-DEAL 071B770081 PURCHASE GM	50,938.00	
				51,603.08	
06/23/2021	75579	TOSHIBA BUSINESS SOLUTIONS	TONER FOR MAYORS OFFICE	94.00	
06/23/2021	75580	UNIQUE MANAGEMENT SERVICES, IN	05/03, 05/10, & 5/17/2021 PLACEMENTS - F	26.85	
06/23/2021	75581	UNISTRUT MIDWEST	RESTOCKING OF SIGN INVENTORY MATERIALS	1,308.40	
06/23/2021	75582	VERIZON CONNECT NWF INC.	20/21 INVERTED PO- NETWORKFLEET GSA HARD	248.60	
06/23/2021	75583	VERIZON WIRELESS	CELLPHONE ACCT # 342127256-00001 MAY 02	1,174.93	
06/23/2021	75584	VERIZON WIRELESS	DATA ACCT # 342127256-00002 USB&MIFI MA	460.13	
06/23/2021	75585	VERIZON WIRELESS	CITY SMARTPHONES AUG 8-SEPT 7 ACCT # 285	729.16	
06/23/2021	75586	VERIZON WIRELESS	ACCT # 242053368-00001 M2M POLICE CAR MC	690.24	
06/23/2021	75587	VERIZON WIRELESS	FPR POLICE CELLULAR SERVICE MONTHLY CHA	621.86	

06/23/2021	75588	GRAINGER INC.	20/21 BLANKET PO - FOR MISCELLANEOUS PUR	229.00
			20/21 BLANKET PO - FOR MISCELLANEOUS PUR	24.20
			20/21 BLANKET PO FOR MISC SUPPLIES FOR F	20.94
				274.14
06/23/2021	75589	WASTE MANAGEMENT	20/21 INVERTED PO FOR DUMPSTER CHARGES	1,341.78
			20/21 INVERTED PO FOR DUMPSTER CHARGES	1,528.25
			20/21 INVERTED PO-RESIDENTIAL TRASH PICK	88,442.16
			20/21 INVERTED PO-RESIDENTIAL TRASH PICK	89,706.79
			20/21 INVERTED PO FOR DUMPSTER CHARGES	551.70
				181,570.68
06/23/2021	75590	WAYNE COUNTY	20/21 INVERTED PO-TRAFFIC SIGNAL MAINTEN	376.50
			20/21 INVERTED PO-TRAFFIC SIGNAL MAINTEN	1,054.04
			20/21 INVERTED PO-TRAFFIC SIGNAL MAINTEN	911.43
				2,341.97
06/23/2021	75591	WAYNE COUNTY REGISTER OF DEEDS	REGISTER OF DEEDS RECORDING FEE - NP BU	33.00
06/23/2021	75592	WAYNE COUNTY REGISTER OF DEEDS	REGISTER OF DEEDS RECORDING FEE - ECOR	27.00
06/23/2021	75593	WAYNE COUNTY REGISTER OF DEEDS	REGISTER OF DEEDS RECORDING FEE - ECOR	27.00
06/23/2021	75594	CITY OF WAYNE	36345 VAN BORN SEWER CONS 4/1 - 4/30/202	1,984.66
06/23/2021	75595	WEINGARTZ SUPPLY CO. , INC.	20/21 BLANKET PO FOR MISC BLDG & GRDS F	78.99
06/23/2021	75596	WESTLAND LOCK & KEY, INC.	20/21 BLANKET PO FOR BUILDING MAINT - DP	31.35
			20/21 BLANKET PO FOR BUILDING MAINT - DP	20.00
			5 DUPLICATES	100.00
			20/21 BLANKET PO FOR BUILDING MAINT - DP	320.00
			SERVICE CALL REMOVE BROKERN DEADLATCH OI	215.00
				686.35
06/23/2021	75597	ZIEBART OF MICHIGAN - M122	POLICE SURVEILLANCE	250.00
06/23/2021	75598	ZONES, LLC	REPLACEMENT LAPTOPS - DPW ROADSOFT AND I	250.00
POOL TOTALS:				
Total of 175 Checks:				1,586,317.12
Less 30 Void Checks:				3,106.37
Total of 145 Disbursements:				**1,583,210.75**

City of Romulus

Communication

Council Meeting Held: **June 28, 2021**
Item No. 12

Councilperson Abdo: ______________________________

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Councilperson Barden: ______________________________

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Councilperson Roscoe: ______________________________

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Councilperson Talley: ______________________________

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Councilperson Wadsworth: ______________________________

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Councilperson Webb: ______________________________

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Councilperson Williams: ______________________________

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City of Romulus

Adjournment

Council Meeting Held: **June 28, 2021**

Item No. 13

General Description: ____

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Resolution No.______

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

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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