CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
August 9, 2021
7:30 PM

Pledge of Allegiance

Roll Call

1. **Agenda**
   - **A.** Approval of Agenda
2. **Minutes**
   - **A.** Approval of minutes from the regular meeting held on Monday, August 2, 2021, at 7:30 p.m.
   - **B.** Approval of minutes from the special meeting study session held on Monday, August 2, 2021, at 6:30 p.m. to discuss cemetery rules and regulations.
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.** No Fee Permit - First Baptist Church
   - **B.** Five (5) Year Lease-Purchase Agreement - Comerica Leasing
   - **C.** Introduction of Budget Amendment 21/22-4
     Court Construction Fund
   - **D.** Introduction of Budget Amendment 21/22-5 City Council
6. **Clerk's Report – Ellen L. Craig-Bragg, Clerk**
   - **A.** Second Reading and Final Adoption of Budget Amendment 21/22-2 Cemetery Restoration Fund
   - **B.** Approval of recommendation from Property Disposition Committee
     Parcel ID# **80 039 99 0001 706** & **80 040 99 0002 713**
7. **Treasurer's Report – Stacy Paige, Treasurer**
8. **Public Comment** - Citizens are to limit their comments to three (3) minutes. All citizens wishing to speak will be heard.
9. **Unfinished Business**
10. **New Business**
11. **Warrant**
    - **A.** Approval of Warrant #: 21-15 Checks presented in the amount of $1,140,347.16
12. **Communication**
13. **Adjournment**

RULES REGARDING THE PUBLIC ADDRESSING A CITY MEETING

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

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

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

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

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

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

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

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

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

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

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

City of Romulus

Agenda

Council Meeting Held: **August 9, 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: **August 9, 2021**

Item No. A.

General Description: Approval of minutes from the regular meeting held on Monday, August 2, 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

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

MOTION CARRIED UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

MINUTES OF THE REGULAR ROMULUS CITY COUNCIL MEETING

August 2, 2021

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

The meeting was called to order at 7:40 p.m. by Mayor Pro-Tem John Barden

Pledge of Allegiance

Roll Call

Present: Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth, Eva Webb
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; Stephen Hitchcock - City Attorney; Julie Wojtylko - Chief of Staff; Kathy Hood - Deputy DPW 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. #21-211** Moved by **William Wadsworth**, seconded by **Celeste Roscoe** to approve the minutes from the regular meeting held on Monday, July 26, 2021, @ 7:30 p.m.

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

3. **Petitioner**

   A. **Res. #21-212** Moved by **William Wadsworth**, seconded by **Kathy Abdo** to approve the block party petition by Toccara Davis for August 14th and road closure request at 16284 Eastwind St., Romulus, MI.

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

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

   A. Moved by **Celeste Roscoe**, seconded by **Tina Talley** 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. #21-213** Moved by **Tina Talley**, seconded by **William Wadsworth** to concur with the administration and consent to piggyback on the MiDeal Contract #07B770081 to purchase one (1) 2022 Ford 250 Medium Roof 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

B. **Res. #21-214** Moved by **Eva Webb**, seconded by **Tina Talley** to concur with the administration and consent to piggyback on MiDeal Contract #07B770084 to purchase one (1) 2021 GMC one-ton dump truck with a plow for the price of $53,013.00 from Todd Wenzel GMC.

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

C. **Res. #21-215** Moved by **William Wadsworth**, seconded by **Kathy Abdo** to concur with the administration and introduce budget amendment 21/22-2 to transfer funds to pay for the expenditures associated with the installation of brick pavers in the cemetery around the Veteran's Memorial Monument.

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

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

A. **Res. #21-216** Moved by **Eva Webb**, seconded by **Tina Talley** to approve the Second Reading & Final Adoption of Budget Amendment 21/22-3 in the amount of $4,376.00 to recognize the funds being received from the Companion Animal Welfare Fund Grant and the associated expenditures.

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

B. **Res. #21-217** Moved by **Kathy Abdo**, seconded by **Tina Talley** to concur with the recommendation of the Cemetery Board of Trustees and approve the proposed changes to the cemetery rules and regulations.

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

7. Treasurer's Report – Stacy Paige, Treasurer

Treasurer Paige spoke on behalf of the Carney family at their request and thanked everyone for the love and support demonstrated at Gerald "Buck" Carney's funeral and repast.

8. Public Comment None

9. Unfinished Business

Councilperson Abdo inquired about the concern a resident had about having Zoom being an option for the public to participate in council meetings.

Councilperson Wadsworth inquired about the Parade of Lights and the Veteran's Memorial in front of City Hall.
Councilperson Webb informed the Mayor of a clock on Wayne Rd. in which the displayed time was wrong.

10. New Business

11. Communication

Councilperson Abdo expressed great pleasure at the reunion of the class of 2000. Councilperson Talley commented on how much she enjoyed Big Steve's Motorcycles grand opening. She informed residents that Five Points Church is still in need of a worship leader and, if anyone is interested or knows of a qualified individual, to contact the church. She commented on the DIA paintings and urged residents to view the paintings before they are gone. She also expressed excitement about two vendor events going on at the same time that highlighted Romulus residents. Councilperson Webb also commented on Big Steve's Motorcycles grand opening and was very impressed with the diversity of the event and also concurred with Councilperson Talley on the DIA paintings throughout the City.

12. Adjournment

Moved by **William Wadsworth**, seconded by **Eva Webb** to adjourn the meeting at 8:07 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 August 2, 2021.

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

City of Romulus

Minutes

Council Meeting Held: **August 9, 2021**

Item No. B.

General Description: Approval of minutes from the special meeting study session held on Monday, August 2, 2021, at 6:30 p.m. 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

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

MOTION CARRIED UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

MINUTES OF THE ROMULUS CITY COUNCIL SPECIAL MEETING
August 2, 2021
Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174

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

1. **Roll Call**

   Present: Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth, Eva Webb
   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; Stephen Hitchcock - City Attorney; Julie Wojtylko - Chief of Staff

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

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

3. **Discussion: Cemetery Rules & Regulations**

   Clerk Bragg led the discussions and introduced Cemetery Board of Trustee Chairperson Jan Lemmons. Mrs. Lemmons reviewed each proposed change in the cemetery rules and regulations. She commented on how the process of the proposed rules and regulations began. She also requested clarification from Attorney Hitchcock regarding MCLA 95.1 from the language in the proposed rules and regulations. Attorney Hitchcock provided his opinion on the reasoning that MCLA 95.1 is not applicable as that statute is for fourth class cities and the City of Romulus is a home rule city governed under the Home Rule City Act of 1909. Clerk Bragg responded to the comments of Mrs. Lemmons and expressed displeasure at the accusations made by Mrs. Lemmons against her. Clerk Bragg chronologized the history of events that led to the cemetery ordinance and creation of the board of trustees. Councilmembers requested clarification on the change in the number of trustees proposed in the ordinance amendment and objected to any change to the current administration of cemetery matters.

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

5. Moved by **William Wadsworth**, seconded by **Eva Webb** to adjourn the Special Meeting Study Session at 7:33 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 August 2, 2021.

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

City of Romulus

Petitioner

Council Meeting Held: **August 9, 2021**

Item No. 6

General Description: _____

Resolution No._____

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

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

MOTION CARRIED UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

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

Council Meeting Held: **August 9, 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: **August 9, 2021**

Item No. A.
General Description: No Fee Permit - First Baptist Church

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: Request for no fee permit – First Baptist Church Annual Family and Fun Day – Elmer Johnson's Park

DATE: August 2, 2021

I concur with the request of Tanya Cofield, Recreation Department Coordinator, and respectfully request that City Council authorize a no fee permit for the First Baptist Church to use the Elmer Johnson's Park Pavilion on August 14, 2021 for their Annual Family and Fun Day.

Tanya Cofield has confirmed that the dates are available and that all necessary safety protocols/social distancing requirements will be followed should City Council concur with the request.

A 2021 parks and pavilion rental application must be completed and submitted to the Recreation Department prior to issuance of the no fee permit.

Motion by _____ supported by _____ to concur with the administration and authorize a no fee permit for the First Baptist Church to use the Elmer Johnson's Park Pavilion on August 14, 2021 for their Annual Family and Fun Day.

INTEROFFICE MEMORANDUM

TO: Mayor LeRoy D. Burcroff

FROM: Tanya Cofield, Recreation Department Coordinator
Community Services Department

SUBJECT: No Fee Permit for Elmer Johnson's Park/First Baptist Church Annual Family and Fun day.

DATE: AUGUST 2, 2021

First Baptist Church in Romulus has requested a no fee permit to use the Elmer Johnson's Park pavilion on August 14, 2021, for their Annual Family and Fun Day picnic. This annual event was canceled last year due to COVID. The picnic is open to the Community to come and fellowship. The Church has agreed to follow all CDC guidelines.

Should you concur, I respectfully request you forward this document to City Council for approval on August 10, 2021.

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

C Julie Wojtylko, Chief of Staff

Mike Laskaska, Director of Communication and Community Services

FIRST BAPTIST CHURCH

11412 Delano St. Romulus, Michigan 48174
Rev. Carl Threat, Jr., Pastor
Willie Cofield, Chairman of the Deacon Board

Serving the Romulus Community and its citizens for 94 years.

Tanya Cofield, Coordinator
Parks and Recreation
City of Romulus
11111 Wayne Road
Romulus, MI 48174

Greetings Ms. Cofield,

This is a request to waive the fee on the use of Elmer Johnson Park on Saturday, August 14, 2021. We are a nonprofit charitable religious group that have served the citizens of Romulus for over 94 years.

The gathering is for our Annual Family and Fun Day that is open the community.

Thank you for your consideration.

Sincerely,

Willie Cofield
Chairman of the Deacon Board

WC:ca

Enclosure: Waiver of Rental Form

City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **August 9, 2021**

Item No. B.
General Description: Five (5) Year Lease-Purchase Agreement - Comerica Leasing

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Resolution No. _____

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

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

MOTION CARRIED UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council

FROM: Mayor LeRoy D. Burcroff

SUBJECT: Five (5) Year Lease-Purchase Agreement – Comerica Leasing

DATE: August 4, 2021

I concur with the recommendation of Gary Harris, Purchasing Director, Maria Farris, Finance Director and legal counsel, and respectfully request that Council authorize the Mayor and Clerk to enter into the attached lease-purchase agreement with Comerica Leasing for the lease-purchase of a Dump Body to be installed on a 2021 Freightliner 108SD Dump Chassis in the amount of $94,605.00 at a fixed rate of 2.18% for five (5) years with the first payment to be made on or about January 15, 2022. The City would own the vehicle at the term of the lease.

City Council approved the purchase on January 11, 2021 Res. #21-010.

Motion by_____, supported by _____, to concur with administration and grant authorization for the Mayor and Clerk to enter into the attached lease-purchase agreement with Comerica Leasing for the lease-purchase of a Dump Body to be installed on a 2021 Freightliner 108SD Dump Chassis in the amount of $94,605.00 at a fixed rate of 2.18% for five (5) years with the first payment to be made on or about January 15, 2022.

MEMORANDUM

DATE: August 4, 2021
TO: Mayor LeRoy D. Burcroff
FROM: Gary Harris, Purchasing Director
SUBJECT: **5 Year Lease-Purchase Agreement - Comerica Leasing**

At the regular Council meeting held 08/10/2020, by their action (Resolution # 20-198), Council approved for the purchase of one (1) conventional chassis salt truck with a radius dump body by piggybacking on the State of Michigan's MIDeal Contracts #071B6600119 and #200000000034. At the January 11, 2021 meeting (resolution 21-010) the chassis was approved to enter into a lease/purchase agreement.

At that time, Council was made aware that it was the City's intent to enter into a lease-purchase agreement for the purpose of financing the dump body that would have to be installed on to the 2021 Freightliner chassis.

Due to the fact the chassis was being financed by Comerica Leasing, inquiries were made to Comerica Leasing to secure financing for the dump body by the Purchasing Department. Comerica Leasing submitted a quote for a fixed rate of 2.18%. Because of the City's relationship with Comerica, the lease-purchasing agreement was pre-approved with no application or processing fees, and included no pre-payment penalties for early prepayment.

Attached please find a copy of the lease schedule dated 8/9/2021. Stephen J. Hitchcock has reviewed the document and has recommended for the City to enter into the agreement with Comerica.

If you concur, please request Council to approve for the Mayor and Clerk to enter into the attached lease-purchase agreement with Comerica Leasing for the lease-purchase of the Dump Body to be installed on a 2021 Freightliner 108SD Dump Chassis in the amount of $94,605.00 at a fixed interest rate of 2.18% for five years with the first payment to be made on or about January 15, 2022. The City would own the vehicle at the term of the lease.

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

Gary Harris
Purchasing Director

EXHIBIT A

Comerica Leasing Corporation
Lease Schedule

MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT NO.: 1904

DATE OF MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT: FEBRUARY 15, 2019

LEASE SCHEDULE NO.: 005

DATE OF LEASE SCHEDULE: AUGUST 9, 2021

LESSEE: CITY OF ROMULUS

1. DESCRIPTION OF THE EQUIPMENT:

SUPPLIER	QUANTITY	DESCRIPTION OF UNITS OF EQUIPMENT	SERIAL NUMBERS[1] (IF AVAILABLE)
Truck & Trailer Specialties, Inc	One (1)	Monroe 10' Radius Dump Body	21-04-7230
	One (1)	Monroe Under Tailgate Spreader	21-04-4515
	One (1)	Monroe Front Snow Plow	21-04-2657
	One (1)	Monroe Underbody Scraper	21-02-5992
	One (1)	Roll Right Electric Tarp System	112219
	One (1)	Monroe Close Loop Pre-Wet System	
	One (1)	Central Hydraulic System	
	One (1)	Hydraulic Oil Valve Enclosure	
	One (1)	Rexroth Load Sense Control Valve	
	One (1)	Rexroth Electric Spreader Controller	
	One (1)	Monroe Pin & Loop Front Plow Hitch	
	One (1)	Custom Lighting & Electrical Package	
	One (1)	Camera System	
	One (1)	Steel Rear Hitch Plate	
	One (1)	Electric Brake Controller	

together with all accessories, attachments, substitutions and accessions.

2. EQUIPMENT LOCATION: 12600 WAYNE ROAD
ROMULUS, MI 48174

[1] Lessee authorizes Lessor to insert serial numbers and additional description details of Equipment when determined by Lessor as provided in Paragraph 31 of the Agreement.

3. The Rental Payments shall be made for the Equipment as follows:

DUE DATE	PRINCIPAL COMPONENT	INTEREST COMPONENT	TOTAL RENTAL PAYMENT DUE	PREPAYMENT OPTION AMOUNT[2]
				94,605.00
01/15/2022	19,044.26	897.12	19,941.37	75,560.74
01/15/2023	18,277.59	1,663.78	19,941.37	57,283.15
01/15/2024	18,680.05	1,261.33	19,941.37	38,603.11
01/15/2025	19,091.37	850.01	19,941.37	19,511.74
01/15/2026	19,511.74	429.63	19,941.37	0.00

4. For purposes of this Lease, "State" means the State of Michigan.

5. Lessee's current Fiscal Period extends from July 1, 2021 to June 30, 2022.

6. The Terms and provisions of the Master Equipment Lease-Purchase Agreement described above (other than to the extent that they relate solely to other Schedules or to Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

7. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in such Master Equipment Lease-Purchase Agreement (particularly Paragraph 23 thereof) are true and correct as though made on the date of execution of this Lease Schedule.

Lessee: **CITY OF ROMULUS**

By:_____

Printed Name: LeRoy Burcroff

Title: Mayor

Lessor: **COMERICA LEASING CORPORATION**

By:_____

Printed Name: Gary Baughman

Title: Vice President

Lessee: **CITY OF ROMULUS**

By:_____

Printed Name: Ellen Craig-Bragg

Title: City Clerk

[2] Assumes all Rental Payments and Additional Payments due on and prior to that date have been paid.

Counterpart No. _____ of ___ manually executed and serially numbered counterparts. To the extent that this Agreement constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A-1

COMERICA LEASING CORPORATION
ACCEPTANCE CERTIFICATE

LESSEE: CITY OF ROMULUS

MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT NO.: 1904

LEASE SCHEDULE NO: 005

THE UNDERSIGNED ACKNOWLEDGES AND REPRESENTS THAT:

1. The Equipment identified in the above-referenced Lease Schedule is delivered, installed, available for use and is placed in service as of the Acceptance Date indicated below.

2. Such Equipment is in good operating condition and repair and is accepted as satisfactory in all respects for purposes of the applicable Lease.

ACCEPTANCE DATE: AUGUST 9, 2021

AUTHORIZED SIGNATURE: _____

PRINTED NAME: LeRoy Burcroff

TITLE: Mayor

ACCEPTANCE DATE: AUGUST 9, 2021

AUTHORIZED SIGNATURE: _____

PRINTED NAME: Ellen Craig-Bragg

TITLE: City Clerk

EXHIBIT A-2

(TO LEASE SCHEDULE NO. 005)

[ATTACH I.R.S. FORM 8038-G OR 8038-GC, AS APPROPRIATE]

EXHIBIT A-3

INSURANCE COVERAGE REQUIREMENTS

To Lessor: Comerica Leasing Corporation ("Lessor")
411 W. Lafayette Blvd., 7th Floor, MC3540
Detroit, Michigan 48226

From Lessee: City of Romulus (the "Lessee")

In accordance with Paragraph 16 of the Master Equipment Lease-Purchase Agreement No. 1904 dated February 15, 2019 and Lease Schedule No. 005, dated August 9, 2021 (collectively, the "Lease"), by and between Lessor and Lessee, Lessee:

INSTRUCTIONS: Please circle number(s) regarding applicable insurance coverage. Proof of insurance coverage will be provided to Lessor and its Successors and Assigns prior to the time the Equipment is delivered to Lessee.

1. maintains All Risk Physical Damage Insurance on the Equipment (as defined in the Lease) evidenced by a Certificate of Insurance ("Certificate") and Long Form Loss Payable Clause naming the Lessor and its Successors and Assigns as Loss Payee. Coverage required: Full Replacement Value. Lessee has instructed the insurance agent named below to issue a Certificate to Lessor:

Company: _____
Address: _____
_____
Phone No.: _____
Contact: _____

2. maintains Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and its Successors and Assigns as Additional Insured, with the following minimum coverages:

$250,000 per person
$500,000 aggregate bodily injury liability
$250,000 property damage liability

Lessee has instructed the insurance agent named below to issue a Certificate to Lessor:

Company: _____
Address: _____
_____
Phone No.: _____
Contact: _____

3. is self-insured for all risk, physical damage and will provide Lessor with such supporting documentation as Lessor may request.

4. is self-insured for public liability and will provide Lessor with such supporting documentation as Lessor may request.

LESSEE: **CITY OF ROMULUS**

By: _____
Printed Name: LeRoy Burcroff
Title: Mayor

By: _____
Printed Name: Ellen Craig-Bragg
Title: City Clerk
Date: May 1, 2021

EXHIBIT A-4
(TO LEASE SCHEDULE NO. 005)

FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF CITY OF ROMULUS, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT AND SEPARATE LEASE SCHEDULES AS REQUIRED WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, City of Romulus (the *"Lessee"*), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Michigan, is authorized by the laws of the State of Michigan to purchase, acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting personal property necessary for the Lessee to perform essential governmental functions; and

WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain Master Equipment Lease-Purchase Agreement (the *"Agreement"*) and separate Lease Schedules and Escrow Agreements from time to time as provided in the Agreement with COMERICA LEASING CORPORATION (the *"Lessor"*), the forms of which have been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and the separate Lease Schedules as provided in the Agreement for the purchase, acquisition and leasing of the equipment therein described on the terms and conditions therein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of City of Romulus as follows:

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and the separate Lease Schedules as provided in the Agreement are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by the City Council of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the Mayor and City Clerk of the Lessee is hereby authorized and directed to execute, and the City Clerk of the Lessee is hereby authorized and directed to attest and countersign, the Agreement and each Lease Schedule and any related Exhibits attached thereto and to deliver the Agreement and each Lease Schedule (including such

Exhibits) to the respective parties thereto, and the City Clerk of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement and each Lease Schedule to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of the Acceptance Certificate contemplated in the Agreement and any tax certificate and agreement, each with respect to separate Lease Schedules, as provided in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease Schedule.

Section 3. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease Schedule, nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease Schedule or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease are special limited obligations of the Lessee as provided in such Lease.

Section 4. Appointment of Authorized Lessee Representatives. The Mayor and City Clerk of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement and each Lease Schedule until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and each Lease Schedule.

Section 5. Section 265(b)(3) Designation. Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

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ADOPTED AND APPROVED by the governing body of the Lessee this _____ day of _____, 20____.

[SEAL]

LESSEE: **CITY OF ROMULUS**

By:_____
Printed Name: LeRoy D. Burcroff
Title: Mayor

By:_____
Printed Name: Ellen L. Craig-Bragg
Title: City Clerk

ATTEST:

By:_____

Printed Name: Ellen L. Craig-Bragg

Title: City Clerk

APPROVED as to form:

_____
Attorney

EXHIBIT A-5
(TO LEASE SCHEDULE NO. 005)

INCUMBENCY CERTIFICATE OF LESSEE

The undersigned, the duly authorized representative of the named Lessee under that certain Master Equipment Lease-Purchase Agreement dated February 15, 2019 (the *"Agreement"*), with Comerica Leasing Corporation, as Lessor, hereby certifies as follows in accordance with the requirements of the Agreement, which is incorporated by reference into the above-referenced Lease Schedule. Capitalized terms used herein have the same meaning as in the Agreement.

I hold the position noted under my signature, and I have all authority necessary to execute and deliver this Certificate. The following officers of the Lessee are duly elected or appointed, and the signatures above the respective name and title are true and correct and, where required, have been filed with the appropriate officials of the State.

Signature:_____	Signature:_____
Printed Name: LeRoy Burcroff	Printed Name: Ellen Craig-Bragg
Title: Mayor	Title: City Clerk

IN WITNESS WHEREOF, I have executed and delivered this certificate as of this 9th day of August, 2021.

LESSEE: **CITY OF ROMULUS**

By:_____

Printed Name:_____

Title:_____

EXHIBIT A-6

OPINION OF LESSEE'S COUNSEL

(PLEASE FURNISH THIS TEXT ON ATTORNEY'S LETTERHEAD)

[To be dated the Funding Date]

Comerica Leasing Corporation
411 W. Lafayette Blvd., 7th Floor, MC 3540
Detroit, MI 48226

Re: Master Equipment Lease Purchase Agreement No. 1904 dated February 15, 2019
Lease Schedule No. 005 dated August 9, 2021

Ladies and Gentlemen:

As counsel for City of Romulus (*"Lessee"*), I have examined the duly executed original Master Equipment Lease Purchase Agreement No. 1904 dated February 15, 2019 which has been incorporated by reference into Lease Schedule No. 005 dated August 9, 2021 (collectively, the *"Lease"*), between Lessee and Comerica Leasing Corporation (*"Lessor"*), and the proceedings taken by the governing body of Lessee to authorize the execution and delivery of the Lease on behalf of Lessee. Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a Michigan municipal corporation duly organized and legally existing as a political subdivision, municipal corporation or similar public entity under the Constitution and laws of the State of Michigan with full power and authority to enter into the Lease.

2. The Lease has been duly authorized, executed and delivered by Lessee and, assuming due authorization, execution and delivery thereof by the other parties thereto, each constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

3. The Equipment leased pursuant to the Lease constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law.

4. Lessee has complied with any applicable public bidding requirements in connection with the Lease and the transactions contemplated thereby.

5. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery or performance by Lessee of the Lease or in any way to contest the validity of the Lease, to contest or question the creation or existence of Lessee or its governing body or the authority or ability of Lessee to execute or deliver the Lease or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened

seeking to restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Rental Payments or other amounts contemplated by the Lease.

6. The resolution adopted by Lessee's governing body authorizing the execution and delivery of the Lease and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.

7. The entering into and performance of the Lease do not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment (as each such term is defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as provided in the Lease.

This opinion may be relied upon by purchasers and assignees of Lessor's interests in the Lease pursuant to Paragraph 27 of the Lease.

Respectfully submitted,

_____

Attorney

Exhibit A-7
(To Lease Schedule No.____)

NOT APPLICABLE

MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

Agreement No.: 1904
Date: February 15, 2019

LESSEE:
City of Romulus
11111 Wayne Road
Romulus, MI 48147

LESSOR:
Comerica Leasing Corporation
411 W. Lafayette Blvd., 7th Floor, MC 3540
Detroit, Michigan 48226

For and in consideration of the mutual promises and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS:** Unless the context otherwise clearly requires, the following terms shall have the respective meanings set forth below for all purposes of this Agreement and of each Lease:

"Acceptance Certificate" means a certificate in substantially the form attached as *Exhibit A-1* to each Lease and which shall be delivered by Lessee to Lessor upon receipt and acceptance of the Equipment as provided therein

"Additional Payments" means any amounts (other than Rental Payments) required to be paid by Lessee pursuant to the terms of each Lease.

"Agreement" means this Master Equipment Lease-Purchase Agreement, as supplemented and amended from time to time as provided herein.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

"Equipment" means (a) the equipment, vehicles and other personal property identified in *each Schedule*, (b) any property acquired in substitution, renewal, repair or replacement for or as additions, improvements, accessions and accumulations to any of such equipment and (c) any accessories, equipment, vehicles and other personal property, parts and appurtenances appertaining or attached to any of such equipment, vehicles and other personal property or from time to time incorporated therein or installed thereon.

"Event of Default" is defined in Paragraph 24 of this Agreement.

"Event of Nonappropriation" means a nonrenewal of the term of a Lease by Lessee, determined by the failure or refusal of the governing body of Lessee to appropriate moneys sufficient to pay the Rental Payments and reasonably estimated Additional Payments for the next succeeding Renewal Term as provided under the Lease.

"Fiscal Period" means the annual or biennial period used from time to time by Lessee for its financial accounting and budgeting purposes. Lessee's current Fiscal Period is identified in each Schedule.

"Initial Term" means, with respect to each Lease, the period determined as provided in Paragraph 3 hereof.

"*Lease*" means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule, together with the Exhibits attached to each such Schedule.

"Legally Available Funds" means funds that the governing body of Lessee duly appropriates or are otherwise legally available for the purpose of making Payments under each Lease.

"Lessee" means the entity referred to as Lessee in the heading of this Agreement.

"Lessor" means (a) the entity referred to as Lessor in the heading of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to any Lease (including Rental Payments and the Equipment thereunder) pursuant to Paragraph 27 hereof, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under any Lease.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Payments" means, with respect to each Lease, the Rental Payments and the Additional Payments thereunder, collectively.

"Prepayment Option Amount" means, with respect to each Lease for which a Prepayment Option Amount is identified under the column titled "PREPAYMENT OPTION AMOUNT" on the related Schedule, the amount determined pursuant to such Lease at which Lessee may prepay the aggregate principal component of Rental Payments thereunder on any Rental Payment date provided in such Lease prior to the scheduled payment of all Rental Payments to be paid thereunder for the Equipment identified therein.

"Purchase Price" means, with respect to each Lease, the total cost of the Equipment subject to such Lease, including all delivery charges, installation charges, capitalizable consulting and training fees, legal fees, financing costs, motor vehicle registration fees, recording and filing fees and other costs necessary to vest full, clear legal title to such Equipment in Lessee, subject to the security interest granted to and retained by Lessor as set forth in such Lease, and otherwise incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in such Lease.

"Renewal Term" means, with respect to each Lease, each successive period, in addition to the applicable Initial Term, that is coextensive with Lessee's Fiscal Period and for which Lessee has extended the term of such Lease as provided therein.

"Rental Payments" means, with respect to each Lease, the amounts (allocable to a principal component and an interest component) payable by Lessee pursuant to such Lease, as payments for the installment financing of the Purchase Price for the Equipment as set forth in such Lease.

"Schedule" means a Lease Schedule in Substantially the form attached to this Agreement as Exhibit A that may be executed by Lessor and Lessee from time to time pursuant to this Agreement.

"State" means the State identified in a Schedule.

2. **AGREEMENT TO LEASE-PURCHASE EQUIPMENT UNDER EACH LEASE:** Lessee hereby agrees to acquire, purchase and lease all the Equipment identified in each of the Schedules that may from time to time be executed by Lessor and Lessee pursuant hereto, and Lessor hereby agrees to furnish the Equipment under each such Schedule to Lessee, all on the terms and conditions set forth in this Agreement. Each Schedule executed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent Lease. The termination of a Lease as a consequence of an Event of Non-appropriation shall not terminate any other Lease.

This Agreement is not a commitment by Lessor to enter into any Lease not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion.

Alternative Procedure: Escrow Agreement. Notwithstanding the provisions in this Paragraph 2, if upon the agreement of Lessor and Lessee as to any Equipment to be acquired and leased by Lessee under a Lease, Lessor and Lessee may enter into an escrow agreement in substantially the form attached as *Exhibit B* establishing a fund from which the Equipment cost is to be paid, and an amount equal to such cost is deposited therein by Lessor, Lessor and Lessee shall immediately complete and execute *Exhibits A and B* relating to the Equipment and the Payments relating to the Equipment shall be due and payable commencing upon the date of said deposit of funds as provided in *Exhibit A*.

3. **TERM:** The term of this Agreement begins as of the date set forth above and will continue so long as any amount remains unpaid under any Lease. The Initial Term of each Lease begins as of the date identified in such Lease and expires at midnight on the last day of the Fiscal Period during which such Lease is executed and delivered. Beginning at the expiration of its Initial Term, the term of each Lease shall automatically be extended upon the successive appropriation by Lessee's governing body of amounts sufficient to pay Rental Payments and reasonably estimated Additional Payments during the next succeeding Renewal Term, for the number of Renewal Terms, each coextensive with Lessee's Fiscal Period, as are necessary for all Rental Payments identified in the applicable Lease to be paid in full, unless such Lease is terminated as provided therein.

The term of each Lease will expire upon the first to occur of (a) the expiration of the Initial Term or any Renewal Term during which an Event of Nonappropriation occurs, (b) the day after the last scheduled Rental Payment under such Lease is paid in full, (c) the day after the Prepayment Option Amount under such Lease is paid in full, or (d) an Event of Default under such Lease and a termination of Lessee's rights thereunder as provided therein.

4. **RENTAL PAYMENTS:** Lessee hereby agrees to pay (but only from Legally Available Funds) Rental Payments for the Equipment identified in each Schedule. All Rental Payments shall be made to Lessor at Lessor's mailing address set forth above (or at such other address as may be designated from time to time pursuant to Paragraph 27 hereof) in the amounts and on the dates provided in the pertinent Schedule. Rental Payments made by check will be accepted subject to collection.

Lessee's obligation under each Lease to make Rental Payments and to pay any Additional Payments payable thereunder constitutes a current obligation payable exclusively from Legally Available Funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Lessee has not pledged its full faith and credit or its taxing power to make any Rental Payments or any Additional Payments under any Lease. Lessee shall not permit any person or entity (including the federal government) to guarantee any Rental Payments under any Lease.

5. **AGREEMENT TO SEEK APPROPRIATIONS; NOTICE OF EVENT OF NONAPPROPRIATION:** Lessee agrees that its primary business official will do all things lawfully within such official's power (a) to include amounts to make Payments under each Lease in each annual or biennial budget (as appropriate) to be submitted to Lessee's governing body and (b) to use best efforts to obtain and maintain funds from which Payments under each Lease may be made.

Lessee hereby agrees to notify Lessor immediately (and in no case later than 30 days prior to the last day of its then current Fiscal Period) of the occurrence of an Event of Nonappropriation under any Lease.

6. **PREPAYMENT OPTION:** For each Lease for which a Prepayment Option is identified on a Schedule, Lessee is hereby granted the option to prepay the aggregate principal component of Rental Payments (in whole but not in part) identified in a Lease, prior to the scheduled payment of the Rental Payments in full pursuant to such Lease, with such prepayment permitted to be made on any Rental Payment date for which a Prepayment Option Amount is identified under the column titled "PREPAYMENT OPTION AMOUNT" in the applicable Schedule. Such prepayment amount shall equal the Prepayment Option Amount (assuming that all Rental Payments and Additional Payments due on and prior to the prepayment date have been paid) shown for the Rental Payment date on which such prepayment is to be effective under the column titled "PREPAYMENT OPTION AMOUNT" in the applicable Schedule. To exercise the option provided under this Paragraph 6 and granted in a Lease, Lessee shall give Lessor a written notice exercising such option and designating the affected Lease, the Rental Payment date on which such prepayment is to be effective and the applicable Prepayment Option Amount, which notice shall be delivered to Lessor at least thirty (30) days in advance of the proposed prepayment date. The prepayment option herein granted may be exercised by Lessee with respect to a Lease whether or not one or more Events of Default have occurred and are then continuing at the time of such exercise; *provided, however,* that the prepayment of such principal component of Rental Payments under the applicable Lease upon the exercise of such option during the continuance of an Event of Default thereunder shall not limit, reduce or otherwise affect liabilities or obligations that Lessee has incurred as a result of such Event of Default.

Immediately upon any such prepayment being made, Lessor shall execute all documents necessary to confirm in Lessee title in and to the Equipment under the affected Lease, free and clear of any lien, encumbrance or other interest created by Lessor, but without warranties and in "where-is, as-

is" condition, and release Lessor's security interest in such Equipment and shall deliver such documents to Lessee. Lessor shall further cooperate in providing for the filing of any necessary releases, termination statements or other similar documents and the release of certificates of title or certificates of origin to Lessee.

7. **ESSENTIALITY:** Lessee's present intention is to make Rental Payments and Additional Payments under each Lease for the Initial Term and all Renewal Terms applicable thereto as long as it has Legally Available Funds. In that regard, Lessee represents with respect to each Lease that at the time Lessee enters into each Lease (a) the use and operation of the Equipment under each Lease is essential to its proper, efficient and economic governmental operation and (b) the functions performed by the Equipment under each Lease could not be transferred to other equipment available for its use. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under the pertinent Lease.

8. **NONSUBSTITUTION:** If Lessor terminates a Lease pursuant to Paragraph 25 or an Event of Nonappropriation, Lessee agrees, to the extent not prohibited by law, not to purchase, lease, rent or otherwise acquire equipment performing functions similar to those performed by the Equipment under the pertinent Lease or obtain from any source the services or information that the Equipment under such Lease was to perform or provide, in each case for a period equal to the shorter of (a) the longest period (if any) permitted by State law for such purpose or (b) 360 days after such termination or occurrence.

9. **DELIVERY AND INSTALLATION:** Lessee shall select the type, quantity and supplier of each item of Equipment designated in a Schedule. Once Lessor and Lessee have executed the related Lease, Lessee, as Lessor's agent for this purpose, shall then order the Equipment from such supplier. Any executed purchase order existing at the time of the execution of a Lease, and relating to any portion of the Equipment therein identified that has not as of such Lease execution date been delivered and shall be deemed to be executed by Lessee in its capacity as Lessor's agent for purposes of such Lease. Lessor shall have no liability for any delay in delivery or failure by the supplier to deliver any Equipment under any Lease or to fill any purchase order or meet the conditions thereof. Lessee, at its expense, will pay or cause the supplier to pay all transportation, packing, taxes, duties, insurance, installation, testing and other charges in connection with the delivery, installation and use of the Equipment under all Leases. As soon as practicable after receipt of the Equipment identified in a Lease, Lessee shall furnish Lessor with an executed Acceptance Certificate relating thereto. Execution of the Acceptance Certificate with respect to the Equipment identified in a Lease by any employee, official or agent of Lessee having authority in the premises or having managerial, supervisory or procurement duties with respect to equipment of the same general type as the Equipment described in such Acceptance Certificate shall constitute acceptance of such Equipment on behalf of Lessee. Regardless of whether Lessee has furnished an Acceptance Certificate pursuant to this Paragraph 9, by making a Rental Payment after its receipt of the Equipment pursuant to a Lease, Lessee shall be deemed to have accepted the Equipment on the date of such Rental Payment for all purposes of such Lease. All Rental Payments paid prior to delivery of the Acceptance Certificate with respect to the Equipment identified in a Lease shall be credited to Rental Payments as they become due under such Lease.

Lessee understands and agrees that neither the manufacturer, seller nor supplier of any Equipment under any Lease, nor any salesman or other agent of any such manufacturer, seller or supplier, is an agent of Lessor. No salesman or agent of the manufacturer, seller or supplier of any Equipment under any Lease is authorized to waive or alter any term or condition any such Lease, and no representation as to

Equipment or any other matter by the manufacturer, seller or supplier of any Equipment under any Lease shall in any way affect Lessee's duty to pay the Rental Payments thereunder and perform its other obligations as set forth in such Lease. Lessee hereby acknowledges that it has or will have selected the Equipment identified in each Schedule using its own criteria and not in reliance on any representations of Lessor.

10. **DISCLAIMER OF WARRANTIES: LESSOR, NOT BEING THE MANUFACTURER, SELLER OR SUPPLIER OF ANY OF THE EQUIPMENT UNDER ANY LEASE, NOR A DEALER IN ANY OF SUCH EQUIPMENT, HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE DESIGN OR CONDITION OF THE EQUIPMENT, THE QUALITY OR CAPACITY OF THE EQUIPMENT, THE WORKMANSHIP IN THE EQUIPMENT, COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENT OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO, PATENT INFRINGEMENT OR LATENT DEFECTS.** Lessee accordingly agrees not to assert any claim whatsoever against Lessor based thereon. Lessee further agrees, regardless of cause, not to assert any claim whatsoever against Lessor for any direct, indirect, consequential, incidental or special damages or loss of any classification. Lessor shall have no obligation to install, erect, test, adjust, service or maintain any Equipment under any Lease. Lessee shall look solely to the manufacturer, seller and/or supplier for any and all claims related to the Equipment. **LESSEE ACQUIRES, PURCHASES AND LEASES THE EQUIPMENT "WHERE-IS, AS IS" AND "WITH ALL FAULTS."**

Lessor hereby acknowledges that, so long as no Event of Default or Event of Nonappropriation has occurred and is continuing under a Lease, the warranties, if any, of the manufacturer, seller and/or supplier of the Equipment under such Lease are for the benefit of Lessee.

11. **TITLE TO EQUIPMENT:** During the term of each Lease, title to the Equipment identified therein shall be vested in Lessee, subject to the rights of Lessor under such Lease, unless Lessor terminates such Lease pursuant to Paragraph 25 hereof or an Event of Nonappropriation occurs with respect to such Lease, in which event title to the Equipment identified in such Lease shall immediately vest in Lessor free and clear of any right, title or interest of Lessee. Lessee, at its expense, will protect and defend Lessee's title to the Equipment identified in each Lease and Lessor's rights and interests therein and will keep the Equipment under each Lease free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty.

12. **TAX COVENANTS; TAX INDEMNITY PAYMENTS:** Lessee agrees that it will not take any action that would cause the interest component of Rental Payments under any Lease to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Rental Payments under any Lease to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. Lessee agrees to (a) execute and deliver to Lessor with respect to each Lease, upon Lessor's request, a tax certificate and agreement in form and content acceptable to Lessor and Lessee, relating to the establishment and maintenance of the excludability from gross income of the interest component of Rental Payments under such Lease for federal income tax purposes, and (b) complete and file or cause

to be filed in a timely manner an information reporting return (either I.R.S. Form 8038-G or I.R.S. Form 8038-GC, as appropriate) in the form attached as *Exhibit A-2* hereto with respect to this Agreement as required by the Code.

Lessee represents that neither Lessee nor any agency or unit of Lessee has on hand any property, including cash and securities, that is legally required or otherwise restricted (no matter where held or the source thereof) to be used directly or indirectly to purchase the Equipment under any Lease. Lessee has not and will not establish any funds or accounts (no matter where held or the source thereof) the use of which is legally required or otherwise restricted to pay directly or indirectly any Rental Payments under any Lease. If Lessee breaches the covenant contained in this Paragraph 12 as provided in a Lease, the interest component of Rental Payments under such Lease may become includable in gross income of the owner or owners thereof for federal income tax purposes. In such event, Lessee agrees to pay to Lessor, promptly after any such determination of taxability and on each Rental Payment date thereafter, an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludability (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 Paragraph 12 as provided in a Lease shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that each Lease 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 under each Lease for federal income tax purposes.

13. **USE OF EQUIPMENT, INSPECTION AND REPORTS:** During the term of each Lease, Lessee shall be entitled to quiet enjoyment of the Equipment and may possess and use the Equipment in accordance with such Lease, provided that Lessee is in compliance in all respects with the terms of such Lease and that such possession and use are in conformity with all applicable laws, any insurance policies and any installation requirements (including environmental specifications) or warranties of the manufacturer, seller and/or supplier with respect to the Equipment identified in such Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment under each Lease. Lessor shall have the right, upon reasonable prior notice to Lessee and during regular business hours, to inspect the Equipment at the premises of Lessee or wherever the Equipment may be located. Lessee shall promptly notify Lessor of any alleged encumbrances on the Equipment identified in any Lease or any accident allegedly resulting from the use or operation thereof or any claim relating thereto.

During the term of each Lease and at Lessor's request, Lessee shall provide Lessor, no later than ten days prior to the end of each Fiscal Period (commencing with the Lessee's current Fiscal Period), with current budgets or other proof of appropriation for the ensuing Fiscal Period and such other information relating to Lessee's ability to continue the term of each Lease for the next succeeding Renewal Term as may be reasonably requested by Lessor.

During the term of each Lease, Lessee shall furnish or cause to be furnished to Lessor, at Lessee's expense, as soon as available and in any event not later than 180 days after the close of each Fiscal Period, the audited financial statements of Lessee as at the close of and for such Fiscal Period, all in reasonable detail, audited by and with the report of Lessee's auditor.

14. **SECURITY AGREEMENT; FURTHER ASSURANCES:** To secure the performance of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor, and Lessor shall have and retain, a security interest constituting a first and exclusive lien on (a) the Equipment delivered under each Lease, on all attachments, repairs, replacements and modifications thereto or therefor and on any proceeds therefrom and (b) moneys and investments held from time to time in any applicable Escrow Fund and any proceeds therefrom. Lessee agrees to execute and deliver such additional documents, including, without limitation, financing statements, certificates of title or certificates of origin (or applications therefor) noting Lessor's interest thereon, opinions of counsel, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment under each Lease and in the moneys and investments in any applicable Escrow Fund or for the confirmation or perfection of each Lease and Lessor's rights under each Lease. Upon the occurrence of an Event of Default or an Event of Nonappropriation under a Lease or in the event that Lessee refuses or is otherwise unwilling to execute and file financing statements to which Lessor is entitled in accordance with such Lease within ten days after Lessor's written request to Lessee therefor, Lessor is authorized to file financing statements signed only by Lessor in accordance with the applicable Uniform Commercial Code or signed by Lessor as Lessee's attorney-in-fact.

15. **RISK OF LOSS:** All risk of loss, damage, theft or destruction to each item of Equipment under each Lease shall be borne by Lessee. No such loss, damage, theft or destruction of the Equipment under any Lease, in whole or in part, shall impair the obligations of Lessee under any Lease (including, but not limited to, the obligation to pay Rental Payments under each Lease when due), all of which shall continue in full force and effect subject to the terms of the applicable Lease. If (a) the Equipment or any portion thereof under a Lease is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof under a Lease is taken under the exercise of the power of eminent domain, Lessee shall immediately notify Lessor. Lessee and Lessor shall cause the Net Proceeds of any insurance claim or condemnation award to be applied, at Lessor's option, to (i) the prompt repair, restoration, modification or replacement of the Equipment so affected or (ii) the payment in full of the then applicable Prepayment Option Amount. Any balance of Net Proceeds remaining after completion of such work or payment of such Prepayment Option Amount shall be paid promptly to Lessee. If the Net Proceeds are insufficient to pay the costs of such repair, restoration, modification or replacement or to pay such Prepayment Option Amount in full, Lessee shall, at Lessor's direction, either complete the work or pay the then applicable Prepayment Option Amount in full and in either case pay any cost in excess of the amount of Net Proceeds, but only from Legally Available Funds.

16. **INSURANCE:** In the event that Lessee is not self-insured as hereinafter provided, Lessee, at its expense, shall throughout the term of each Lease keep the Equipment thereunder insured against theft, fire, collision (in the case of vehicles) and such other risks as may be customary for each item of Equipment in the amounts and for the coverage set forth in *Exhibit A-3* to each Lease, with carriers acceptable to Lessor, under a policy or policies containing a loss payable endorsement in favor of Lessor, and affording to Lessor such additional protection as Lessor shall reasonably require. Lessee shall further, at its expense, maintain in effect throughout the term of each Lease a policy or policies of comprehensive public liability and property damage insurance in the amounts and for the coverage set forth in *Exhibit A-3* to each Lease, with carriers satisfactory to Lessor. All such insurance shall name Lessor as an additional insured. The policies required hereby shall provide that they may not be canceled or materially altered without at least 30 days prior written notice to Lessor. Lessee shall deliver to Lessor copies or other evidence satisfactory to Lessor of each insurance policy and each renewal thereof. Failure by Lessor to request evidence of such insurance policies or renewals, or otherwise to verify the existence of such insurance, shall not constitute a waiver of the requirements hereof. Lessor shall have the right,

on behalf of itself and Lessee, to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under said insurance policies. If Lessee is self-insured with respect to equipment such as the Equipment under a Lease, Lessee shall maintain during the term of this Agreement an actuarially sound self-insurance program in form satisfactory to Lessor and shall provide evidence thereof in form and substance satisfactory to Lessor.

17. **MAINTENANCE AND REPAIRS:** Lessee shall use the Equipment under each Lease in a careful and proper manner, in compliance with all applicable laws and regulations and, at its expense, keep and maintain the Equipment under each Lease in good repair and working order, performing all maintenance and servicing necessary to maintain the value and utility of the Equipment, reasonable wear and tear excepted. Without the prior written consent of Lessor, Lessee shall not make any alterations, modifications or attachments to the Equipment under any Lease which cannot be removed without materially damaging the functional capabilities, economic value or utility of the Equipment.

18. **TAXES:** Unless Lessee has provided Lessor with evidence necessary to sustain an exemption therefrom, Lessee shall timely pay all assessments, license fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment under each Lease, any applicable Escrow Fund, the Rental Payments under each Lease or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment under each Lease and on or relating to each Lease or any applicable Escrow Agreement; *provided, however,* that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

19. **LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS:** If Lessee shall fail duly and promptly to perform any of its obligations under a Lease, Lessor may, at its option, perform any act or make any payment that Lessor deems necessary for the maintenance and preservation of the Equipment under such Lease and Lessor's interests therein, including, but not limited to, payments for satisfaction of liens, repairs, taxes, levies and insurance. All expenses incurred by Lessor in performing such acts and all such payments made by Lessor together with late charges as provided in Paragraph 20 below and as provided in each Lease, and any reasonable legal fees incurred by Lessor in connection therewith, shall be payable by Lessee to Lessor on demand. The performance of any act or payment by Lessor as aforesaid shall not be deemed a waiver or release of any obligation or default on the part of Lessee.

20. **LATE CHARGES:** If Lessee fails to duly pay any part of any Rental Payment or other sum to be paid to Lessor under a Lease (including, but not limited to, any amounts due as a result of Lessor's exercise of its rights under Paragraph 25 hereof) on the date on which such amount is due hereunder, then Lessee shall pay to Lessor late charges on such delinquent payment from the due date thereof until paid at the rate of 18% per annum or the highest rate permitted by law, whichever is less.

21. **INDEMNIFICATION:** Lessee assumes liability for, agrees to and does, to the extent permitted by law, hereby indemnify, protect and hold harmless Lessor and its agents, employees, officers, directors, parents, subsidiaries and stockholders from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorneys' fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by Lessee or Lessor), operation, ownership, selection, delivery, storage, leasing or return of any item of Equipment, regardless

of where, how and by whom operated, or any failure on the part of Lessee to accept the Equipment under any Lease or otherwise to perform or comply with any conditions of any Lease. Lessee is an independent contractor and nothing contained herein shall authorize Lessee or any other person to operate any item of Equipment so as to incur or impose any liability or obligation for or on behalf of Lessor. Notwithstanding anything in any Lease or this Agreement to the contrary, any indemnity amount payable by Lessee pursuant to this Paragraph 21 shall be payable solely from Legally Available Funds and only to the extent authorized by law.

22. **NO OFFSET; UNCONDITIONAL OBLIGATION:** Each Lease is "triple net" and Lessee's obligation to pay all Rental Payments and Additional Payments under each Lease shall be absolute and unconditional under any and all circumstances subject to the terms and conditions of each Lease. Without limiting the generality of the foregoing, Lessee shall not be entitled to any abatement of rent or reduction thereof or setoff against rent, including, but not limited to, abatements, reductions or setoffs due to any present or future claims of Lessee against Lessor under any Lease or otherwise; nor, except as otherwise expressly provided therein, shall any Lease terminate, or the respective obligations of Lessor or Lessee be otherwise affected, by reason of any failure of the Equipment under any Lease, to perform in the manner or to the extent that Lessee anticipated or to achieve cost or other savings that Lessee anticipated, any defect in or damage to or loss or destruction of all or any of the Equipment under any Lease from whatsoever cause, the taking or requisitioning of the Equipment under any Lease by condemnation or otherwise, the lawful prohibition of Lessee's use of the Equipment under any Lease, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Agreement or any Lease, or lack of right, power or authority of Lessor to enter into this Agreement or any Lease or any insolvency, bankruptcy, reorganization or similar proceedings by or against Lessor or Lessee or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the Rental Payments and Additional Payments payable by Lessee under each Lease shall continue to be payable in all events unless the obligation to pay the same shall expire or be terminated pursuant such Lease (including upon the occurrence of an Event of Nonappropriation) or until the Equipment under a Lease has been returned to the possession of Lessor as therein provided (for all purposes of any Lease any item of Equipment under a Lease shall not be deemed to have been returned to Lessor's possession until all of Lessee's obligations with respect to the return, transportation and storage thereof have been performed). To the extent permitted by applicable law, Lessee hereby waives any and all rights that it may now have or that at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender any Lease or any of the items of Equipment except in accordance with the express terms each Lease.

23. **REPRESENTATIONS AND WARRANTIES OF LESSEE:** Lessee hereby represents and warrants to and agrees with Lessor that:

(a) Lessee is a state or a political subdivision thereof within the meaning of Section 103(c) of the Code.

(b) Lessee has the power and authority under applicable law to enter into the transactions contemplated by this Agreement, each Lease and any Escrow Agreement and has been duly authorized to execute and deliver this Agreement, each Lease and any Escrow Agreement and to carry out its obligations hereunder and under each Lease and any Escrow Agreement. Attached to each Lease as *Exhibit A-4* is a full, true and correct copy or an original

of a resolution or other appropriate official action of Lessee's governing body specifically authorizing Lessee to execute and deliver this Agreement, the applicable Lease and all other associated documents contemplated hereby. Attached to each Lease as *Exhibit A-5* is a full, true and correct copy or an original of an Incumbency Certificate relating to the authority of the officers who have executed and delivered this Agreement, the applicable Lease and all other associated documents contemplated hereby on behalf of Lessee.

Attached to each Lease as *Exhibit A-6* is a full, true and correct copy or an original of an opinion of Lessee's legal counsel regarding the legal, valid and binding nature of this Agreement, each Lease and all other associated documents contemplated hereby on Lessee and certain other related matters.

(c) All requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement and each Lease, and Lessee has complied with such public bidding requirements, if any, as may be applicable to the transactions contemplated by this Agreement and each Lease.

(d) Lessee is not subject to any legal or contractual limitation or provision of any nature whatsoever that in any way limits, restricts or prevents Lessee from entering into this Agreement or any Lease or performing any of its obligations hereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement, any Lease or any other agreement or instrument to which Lessee is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement and or any Lease. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement and each Lease or in connection with the carrying out by Lessee of its obligations hereunder and thereunder have been obtained, except with respect to annual budgeting and appropriation procedures as required by State law relating to each Lease.

(f) The payment of the Rental Payments or any portion thereof under each Lease is not (under the terms of such Lease, or any underlying arrangement) directly or indirectly (i) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (ii) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. No Equipment under any Lease will be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Purchase Price for the Equipment under any Lease will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment under any Lease.

(g) The entering into and performance of this Agreement and each Lease will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment under any Lease or any applicable Escrow Fund pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as provided in each Lease with respect to the granting of security interests in and to the Equipment therein described.

(h) Lessee is acquiring the Equipment under each Lease for use within its geographical boundaries.

(i) The useful life of the Equipment identified in each Lease will not be less than the stated full term of the applicable Lease, including all contemplated Renewal Terms.

(j) Lessee has entered into, or will enter into, each Lease for the purpose of purchasing, acquiring and leasing the Equipment identified therein and not for the purpose of refinancing any outstanding obligation of Lessee more than 90 days in advance of its payment or prepayment date. The Purchase Price for the Equipment will be paid directly by Lessor to the manufacturer, seller or supplier thereof, and no portion of the Purchase Price for the Equipment under any Lease will be paid to Lessee as reimbursement for any expenditure paid by Lessee more than 60 days prior to the execution and delivery of the applicable Lease.

(k) Lessee has made sufficient appropriations or has other Legally Available Funds to pay all Rental Payments due during the Initial Term under each Lease.

(l) Lessee has not previously failed (for whatever reason) to appropriate amounts sufficient to pay its obligations that are subject to annual appropriation.

24. **EVENTS OF DEFAULT:** Each of the following events constitutes an "Event of Default" with respect to a Lease:

(a) Lessee fails to pay in full the Rental Payment due under such Lease on any date upon which such Rental Payment is due;

(b) Lessee fails to maintain insurance as required herein and under any Lease;

(c) Lessee fails to comply with any other agreement or covenant of Lessee hereunder or under such Lease for a period of 30 days following receipt of written notice of violation of such agreement or covenant and demand that such violation be remedied;

(d) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar officer is appointed for Lessee or any of its property;

(e) any warranty, representation or statement made in writing by or on behalf of Lessee in connection with this Agreement or such Lease is found to be incorrect or misleading in any material respect on the date made; or

(f) Lessee's actual or attempted sale, lease or encumbrance of any of the Equipment under such Lease or the making of any levy, seizure or attachment thereof or thereon.

(g) any default occurs under any other Lease or agreement for borrowing money or receiving credit under which Lessee may be obligated as borrower, lessee or guarantor, if such default (i) consists of the failure to pay any indebtedness when due or perform any other obligation thereunder and (ii) gives the holder of the indebtedness the right to accelerate the indebtedness.

25. **REPOSSESSION AND LESSOR'S OTHER RIGHTS UPON EVENT OF DEFAULT OR EVENT OF NONAPPROPRIATION:** Immediately upon the occurrence of an Event of Default under a Lease or immediately after the expiration of the Initial Term or any Renewal Term during which an Event of Nonappropriation occurs, Lessor may terminate the affected Lease or Lessee's rights thereunder and in any such event repossess the Equipment thereunder, which Lessee hereby agrees, at its expense, to surrender promptly to Lessor at such location in the continental United States as Lessor shall direct. Such right of repossession and other rights as specifically provided in this Paragraph 25 shall constitute the sole remedies for Lessee's failure to make Payments or otherwise perform its obligations when required under a Lease. If Lessor is entitled to repossess the Equipment under a Lease, Lessee shall permit Lessor or its agents to enter the premises where the affected Equipment is then located. In the event of any such repossession, Lessee shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment under the affected Lease to Lessor, free and clear of all liens and security interests to which the Equipment may have become subject.

Any termination of a Lease at Lessor's option as provided in this Paragraph 25 and as provided in the applicable Lease shall take effect at the end of the Initial Term or the Renewal Term then in effect under such Lease, unless Lessor (at its option) elects to terminate such Lease on an earlier date.

Upon repossession, if the Equipment under the affected Lease is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee (reasonable wear and tear excepted), Lessee agrees, at its option, to: (a) repair and restore the Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) and, at its expense, promptly return the Equipment to Lessor (or to a location identified in a written notice to Lessee) or (b) pay to Lessor the actual costs of such repair, restoration and return.

If Lessor terminates this Agreement pursuant to this Paragraph 25 and as provided in the applicable Lease or an Event of Nonappropriation occurs under a Lease and Lessee continues to use the Equipment after the Initial Term or any Renewal Term under such Lease during which the Event of Default or Event of Nonappropriation occurs or if Lessee otherwise refuses to pay Rental Payments due during a Renewal Term for which Lessee's governing body has appropriated sufficient Legally Available Funds to pay such Rental Payments, Lessor shall be entitled to bring such action at law or in equity to recover damages attributable to such holdover period for the Equipment subject to such Lease that Lessee continues to use or to the remainder of such Renewal Term under such Lease for which such appropriations have been made.

Lessor shall also be entitled to exercise any or all remedies available to a secured party under the applicable Uniform Commercial Code and all other rights and remedies that Lessor may have at law or in equity, including the exercise of any rights and remedies to which Lessor is entitled with respect to any applicable Escrow Fund under any applicable Escrow Agreement and hereunder.

No right or remedy herein conferred upon or reserved to Lessor and as provided in each Lease is exclusive of any right or remedy herein or in any Lease or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given as described hereunder and as provided in each Lease or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

No waiver of or delay or omission in the exercise of any right or remedy as described herein and as provided in each Lease or otherwise available to Lessor shall impair, affect or be construed as a waiver of its rights thereafter to exercise the same. Any single or partial exercise by Lessor of any right hereunder or with respect to any Lease shall not preclude any other or further exercise of any right as described herein and as provided in each Lease. The exercise of any right or remedy herein provided with respect to a Lease shall not relieve Lessee of any other obligations under any other Lease or the Equipment identified therein.

26. **NO SALE, ASSIGNMENT OR OTHER DISPOSITION BY LESSEE:** Lessee agrees not to (a) sell, assign, transfer, lease, sublease, pledge or otherwise encumber or suffer a lien or encumbrance upon or against any interest in this Agreement, any Lease, any Escrow Agreement (including any Escrow Fund thereunder) or the Equipment under any Lease, (b) remove the Equipment from its Equipment Location identified in the applicable Lease or (c) enter into any contract or agreement with respect to the use and operation of any of the Equipment under any Lease by any person other than Lessee, without Lessor's prior written consent in each instance. Lessee shall at all times remain liable for the performance of the covenants and conditions on its part to be performed, notwithstanding any assigning, transferring or other conveyance that may be made with such consent. Lessee shall take no action that may adversely affect the excludability from gross income for federal income tax purposes of any portion of the interest component of the Rental Payments under any Lease.

27. **ASSIGNMENT BY LESSOR:** Lessor may, at any time and from time to time without Lessee's consent, assign, transfer or otherwise convey all or any part of its interest in the Equipment under any Lease or in any Lease, any applicable Escrow Fund, this Agreement or any applicable Escrow Agreement, including Lessor's rights to receive the Rental Payments or any part thereof under any Lease (in which event Lessee agrees to make all Rental Payments under the affected Lease thereafter to the assignee designated by Lessor), to terminate any Lease or Lessee's rights under any Lease, to receive tax indemnity payments pursuant to Paragraph 12 hereof and as provided in each Lease and to repossess the Equipment and exercise Lessor's other rights and remedies under Paragraph 25 hereof and as provided in each Lease; *provided, however,* that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Paragraph 27 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust, interests in which are offered and sold in a private placement or limited offering only to investors whom Lessor reasonably believes are qualified institutional buyers or accredited investors within the meaning of the applicable

federal securities law; *provided, however,* that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under any Lease with or to more than one individual or entity with respect to each Lease. No assignment, transfer or conveyance permitted by this Paragraph 27 with respect to a Lease shall be effective until Lessee's registration agent shall have received a written notice of assignment (in substantially the form attached as *Exhibit A-7I* to each Lease) that discloses the name and address of each such assignee; *provided, however,* that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under any Lease, it shall thereafter be sufficient that a copy of the agency or trust agreement shall have been deposited with Lessee's registration agent until Lessee's registration agent shall have been advised that such agency or trust agreement is no longer in effect. During the term of this Agreement, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments with respect to each Lease in form necessary to comply with Section 149 of the Code. For this purpose, Lessee appoints Lessor to act as its registration agent, which appointment Lessor hereby accepts. Lessor agrees on Lessee's behalf to maintain such record of all assignments. Lessee agrees, if so requested, to acknowledge each such assignment in writing within 15 days after request therefor, but such acknowledgment shall in no way be deemed necessary to make any assignment effective. Lessee further agrees that any moneys or other property received by Lessor as a result of any such assignment, transfer or conveyance shall not inure to Lessee's benefit.

28. **COSTS:** Lessee shall pay to Lessor all costs and expenses incurred by Lessor in enforcing any of the terms, conditions or provisions of this Agreement and each Lease, including reasonable attorneys' fees and costs related to repossession of the Equipment under any Lease (including, without limitation, the costs and expenses to deliver possession of the Equipment under such Lease to such location as Lessor directs pursuant to Paragraph 25 hereof) and the exercise of remedies or the enforcement of any terms, conditions or provisions with respect to each Lease.

29. **SEVERABILITY:** If any provision of this Agreement or any Lease is or becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement or any such Lease, which shall be valid and enforceable to the fullest extent permitted by law.

30. **NOTICES:** All notices, reports and other documents provided for in this Agreement or under any Lease shall be deemed to have been given or made when delivered (including by facsimile transmission) or three days after being mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective mailing addresses set forth above or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

31. **AMENDMENTS:** This Agreement, and each Lease (including the Exhibits attached thereto), constitute the entire agreement between Lessor and Lessee with respect to the Equipment therein described and the subject matter hereof and thereof. No term or provision of this Agreement or any Lease may be changed, waived, amended or terminated except by a written agreement signed by both Lessor and Lessee, except that Lessor may insert in any Schedule the serial number and additional description details of any item of Equipment after delivery thereof.

32. **CONSTRUCTION:** This Agreement and each Lease shall in all respects be governed by and construed in accordance with the laws of the State. The titles of the Paragraphs of this Agreement

are for convenience only and shall not define or limit any of the terms or provisions hereof. Time is of the essence of this Agreement and each Lease in each of their provisions.

33. **PARTIES; SURVIVAL OF CERTAIN OBLIGATIONS AND INDEMNITIES:** (a) The provisions of this Agreement and each Lease shall be binding upon, and (subject to the limitations of Paragraph 26 hereof) shall inure to the benefit of, the respective assignees and successors of Lessor and Lessee.

(b) The indemnities, assumptions of liabilities and obligations of Lessee provided for in Paragraphs 8, 12 and 21 of this Agreement and incorporated into each Lease shall continue in full force and effect notwithstanding the expiration or termination of the term of this Agreement or any applicable Lease.

34. **COUNTERPARTS:** This Agreement and each Lease may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same agreement; *provided however*, that only one counterpart shall constitute the original for each Lease for purposes of the sale or transfer of a Lease as chattel paper as provided in such Lease.

35. **INTEREST:** If under applicable law any part of the Rental Payments under any Lease is deemed or determined to be imputed interest, finance charges or time-price differential (*"Interest"*), Lessor and Lessee agree that the Rental Payments under such Lease shall be deemed to be level payments of principal and Interest, with such Interest accruing on principal amounts outstanding from time to time. The rate of such Interest is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If the Interest exceeds such maximum, then at Lessor's option, if permitted by law, the Interest payable under such Lease will be reduced to the legally permitted maximum amount of interest, and any excessive Interest under such Lease will be used to reduce the principal amount of Lessee's obligation under such Lease or be refunded to Lessee.

36. **ESCROW AGREEMENT:** (a) If, in order to provide financing to pay the Purchase Price for the Equipment under a Lease, Lessor and Lessee execute and deliver an Escrow Agreement, substantially in the form of *Exhibit B* hereto, at the time of execution and delivery of the Lease, then;

(b) If an Event of Nonappropriation or an Event of Default occurs prior to Lessee's acceptance of all the Equipment, the amount then on deposit in the Equipment Acquisition Fund shall be applied to prepay the unpaid principal component of the Rental Payments in whole on the first business day of the month next succeeding the occurrence of either such Event plus accrued interest to the prepayment date; *provided, however,* that the amount to be prepaid by Lessee pursuant to this Paragraph 36 shall first be paid from moneys in the Equipment Acquisition Fund and then from Legally Available Funds and other moneys available for such purpose as a result of the exercise by Lessor of its rights and remedies under this Agreement. Any funds on deposit in the Equipment Acquisition Fund on the prepayment date described in this subparagraph (b) in excess of the unpaid principal component of the Rental Payments to be prepaid plus accrued interest thereon to the prepayment date shall be paid promptly to Lessee.

(c) To the extent that Lessee has not accepted all items of Equipment before the eighteen-month anniversary of the Date of Lease Schedule, or there otherwise remains a balance on deposit in the Equipment Acquisition Fund on the eighteen-month anniversary of the Date of Lease Schedule, the

amount then on deposit in the Equipment Acquisition Fund shall be applied first to payment of the interest component of Rental Payments due on the next succeeding Rental Payment date and then, to the extent available, to the unpaid principal component of Rental Payments coming due on such next succeeding Rental Payment date and thereafter in the same manner until all such funds are exhausted.

LESSEE HEREBY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Master Equipment Lease-Purchase Agreement to be duly executed and delivered as of the date first above written.

LESSEE: **CITY OF ROMULUS**

By:_____

Printed Name: LeRoy Burcroff

Title: Mayor

LESSEE: **CITY OF ROMULUS**

By:_____

Printed Name: Ellen Craig-Bragg

Title: City Clerk

LESSOR: **COMERICA LEASING CORPORATION**

By:_____

Printed Name: Gary Baughman

Title: Vice President

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Jill A. Duffy
Elizabeth A Favaro
Kara S. Ferrara
Timothy D. Finegan
John R. Fleming
John J. Giarmarco
Julius H. Giarmarco
Bruce W. Haffey
William H. Heritage, III
Stephen J. Hitchcock
William H. Horton
Nina M. Jankowski
Alexis F. Johnson
Keela P. Johnson
Salvatore J. LaMendola
Alexander Lebedinski
Victoria S. Lehman
Adam Levitsky
John L. Miller
Karie Miller
Timothy J. Mullins
Mark S. Papazian
Ryan L. Perry
Dennis M. Rauss
James Y. Rayis
Annabel F. Shea
Lauren M. Studley
Paul A. Thursam
Jared M. Trust
Geoffrey S. Wagner
Donald K. Warwick
Matthew S. Weaver
Richard A. Wojewoda
LeRoy H. Wulfmeier, III

Of Counsel
Lance T. Denha (Florida)
David G. Gorcyca
Albert Taylor Nelson, Jr
Peter J. Sarkesian
Lawrence F. Schiller

August 9, 2021

Comerica Leasing Corporation
411 W. Lafayette Blvd., 7th Floor
MC 3540
Detroit, MI 48226

RE: Master Equipment Lease Purchase Agreement No. 1904 dated February 15, 2019
Lease Schedule No. 005 dated August 9, 2021

Ladies and Gentlemen:

As counsel for the City of Romulus ("Lessee"), I have examined the duly executed original Master Equipment Lease Purchase Agreement No. 1904 dated February 15, 2019 which has been incorporated by reference into Lease Schedule No. 005 dated August 9, 2021 (collectively, the "Lease"), between Lessee and Comerica Leasing Corporation ("Lessor"), and the proceedings taken by the governing body of Lessee to authorize the execution and delivery of the Lease on behalf of Lessee. Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a Michigan municipal corporation duly organized and legally existing as a political subdivision, municipal corporation or similar public entity under the Constitution and laws of the State of Michigan with full power and authority to enter into the Lease.

2. The Lease has been duly authorized, executed and delivered by Lessee and, assuming due authorization, execution and delivery thereof by the other parties thereto, each constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

3. The Equipment leased pursuant to the Lease constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law.

4. Lessee has complied with any applicable public bidding requirements in connection with the Lease and the transactions contemplated thereby.

5. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery or performance by Lessee of the Lease or in any way to contest the validity of the Lease, to contest or question the creation or existence of Lessee or its governing body or the authority or ability of Lessee to execute or deliver the Lease or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Rental Payments or other amounts contemplated by the Lease.

6. The resolution adopted by Lessee's governing body authorizing the execution and delivery of the Lease and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.

7. The entering into and performance of the Lease do not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment (as each such term is defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as provided in the Lease.

This opinion may be relied upon by purchasers and assignees of Lessor's interests in the Lease pursuant to Paragraph 27 of the Lease.

Very truly yours,

GIARMARCO, MULLINS & HORTON, P.C.

Stephen J. Hitchcock
City Attorney

SJH/km

TRUCK & TRAILER Specialties, Inc.
900 GRAND OAKS DRIVE
HOWELL, MI 48843
PH:517-552-3855

Invoice Date: 07/26/21
PO No: 20-008766

INVOICE: HJO001767
JOB ORDER: HJO001767

Bill To: 2784
ROMULUS CITY
12600 WAYNE RD

ROMULUS MI 48174

Ship To: ROMULUS CITY
12600 WAYNE RD

ROMULUS MI 48174
734-942-7579

Ordered By: KATHY HOOD Date Ordered: Salesperson: 10

Make: FREIGHTLINER Model: 108SD Year: 2021 Vin: 1FVAG5FE5MHMU2140

Unit: Ship Via: Tax Exempt: 38-6006334 TERMS: N30

Qty	Part Number	Description	Serial Number
1.00	00073957	MP41R10-ISCT 6 ATTACH 10GA PLO	21-04-2657
1.00	00166809-C	RD-120-96-56 BODY 201SS NON TAPERED SIDES	21-04-7230
1.00	00168458-C	MS966-OW-DD 201 SENSOR EXTENDED SIDE	21-04-4515
1.00	00183841I	MS4510 SCRAPER,UPDATED HINGE REINFORCED HINGE TUBE	21-02-5992
1.00	63072	36460 46430 3 SPRING TARP SYS 76700 76710 KIT	112219

Install Monroe 10' model RD120-96-56/201SS Radius Dump (RD) Body including the following:

- Body shell is constructed of 3/16" type 201 stainless steel
- Install 4-hole light boxes installed on each rear corner post of the RD body
- Install keyhole chain slot holders on rear pillars
- Install fold-down ladder constructed of type 304 stainless steel, driver-side rear of dump
- Install 24" cabshield, 7 ga. type 201 stainless steel continuously welded to body
- Install Mailhot-type, trunnion-mounted and double-acting telescopic hoist
- Install one (1) shovel holder installed on front of dump body bulkhead, driver-side
- Install mudflaps in front of and behind drive tires

Install Monroe model MS966-OW-DD Undertailgate Spreader including the following:

- 201 stainless steel construction

*** CONTINUED NEXT PAGE ***

TRUCK & TRAILER Specialties, Inc.
900 GRAND OAKS DRIVE
HOWELL, MI 48843
PH:517-552-3855

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12600 WAYNE RD

ROMULUS MI 48174
734-942-7579

Ordered By: KATHY HOOD | Date Ordered: | Salesperson: 10

Make: FREIGHTLINER | Model: 108SD | Year: 2021 | Vin: 1FVAG5FE5MHMU2140

Unit: | Ship Via: | Tax Exempt: 38-6006334 | TERMS: N30

6" diameter one-way flighted auger, left-end discharge
24 cubic inch direct-drive motor with integral speed sensor
Quick detach mounting brackets
Stainless steel inner tailgate shields
Trough hung self-leveling spinner with poly disc and seal saver motor
Integral extended endplates

Install Monroe Closed-Loop Pre-Wet System including the following:
Twin (2) 75-gallon poly tanks with stainless steel mounting
Hydraulic-driven 7 GPM liquid pump, Dickey-john flow meter & application rate sensor
5 psi in-line check valve
Suction strainer assembly
Stainless steel tube installed in salt spreader trough for application of liquid
2" bulk fill kit, crossover kit & flusher kit
Includes remote vent kit for each tank

Install Roll-Rite Electric Tarp System including the following:
Direct drive motor/gear box assembly
3-spring tarp arms
Mesh-type tarp cover

Install Central Hydraulic System including the following:
Rexroth A10VO85 front-mounted load-sensing 85CC piston pump
Spicer drive line and front pump crossmember mounting bracket
Companion flange on pump side for easy removal of the drive line
Low-oil shutdown valve and override circuit switch in-cab

Install Monroe Combination Hydraulic Oil/Valve Enclosure including the following:
7 ga. type 201 unpainted stainless steel construction

*** CONTINUED NEXT PAGE ***

TRUCK & TRAILER Specialties, Inc.
900 GRAND OAKS DRIVE
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PH:517-552-3855

Invoice Date: 07/26/21
PO No: 20-008766

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ROMULUS CITY
12600 WAYNE RD

ROMULUS MI 48174

Ship To: ROMULUS CITY
12600 WAYNE RD

ROMULUS MI 48174
734-942-7579

Ordered By: KATHY HOOD Date Ordered: Salesperson: 10

Make: FREIGHTLINER Model: 108SD Year: 2021 Vin: 1FVAG5FE5MHMU2140

Unit: Ship Via: Tax Exempt: 38-6006334 TERMS: N30

Valve enclosure will be installed on the driver s side of the combo tank with a lockable door
2" ball valve shut-off for supply line to the hydraulic pump case drain shut-off
Tank-mounted return line oil filter
Ball valve shut-offs on both supply and return lines
Low oil sensor mounted in the tank with indicator light on the dash
Tank labels
Install stainless steel step mounted on the end of the tank mounting bracket assembly

Install Rexroth 8m4-12 load-sense closed-center air-control hydraulic valve with the following sections:
Air-controlled section for hoist with 500 PSI A port LS relief
Air-controlled scraper up/down with 500 PSI A port LS relief
Air-controlled scraper swing
Air-controlled section for front plow
Air-controlled section for front plow swing
12-volt EPC section for spreader auger
12-volt EPC section for spreader spinner
12-volt EPC section for pre-wet liquid
Stainless steel pipe to rear for spreader, spinner and pre-wet circuits
Stainless steel couplers with dust caps and plugs as necessary

Install Truck & Trailer Specialties Pneu-Logic single, air-operated joystick console including the following:
6-button single joystick controller for scraper, front plow & hoist operations

Install Rexroth CS430 Electric Spreader Controller including the following:
Designed to operate in closed-loop, groundspeed orientation,

*** CONTINUED NEXT PAGE ***

TRUCK & TRAILER Specialties, Inc.
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PH:517-552-3855

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734-942-7579

Ordered By: KATHY HOOD Date Ordered: Salesperson: 10

Make: FREIGHTLINER Model: 108SD Year: 2021 Vin: 1FVAG5FE5MHMU2140

Unit: Ship Via: Tax Exempt: 38-6006334 TERMS: N30

groundspeed-triggered or manual modes including pause & blast features
on buttons 5 and 6
Controller mounted between the seats on a console
Install Monroe QCP/FFLA Pin & Loop Front Plow Hitch including the following:
Fold-flat design (mo. 00023329)
12" structural channel bumper with flared back ends
4" x 10" double-acting lift cylinder with Socatri rod
Front tow hooks mounted to frame with cut-outs
Stainless steel couplers under bumper on driver-side of hitch
Install Monroe 10' model MP41R10-ISCT Front Snow Plow including the following:
The moldboard height of the plow is 41"
The moldboard width of the plow is 10'
Integral shield style moldboard
Pushframe extended to all 6 points of moldboard
Two (2) 3" x 10" power-reverse cylinders with cushion valve protection
5/8" x 8" grade AASHTO C1080 top-punched cutting edge
Bolt-on rubber snow shield deflector, approximately 12" wide by 10' long
Pair of Monroe 42" cable markers
Monroe QCP pin & loop plow-portion hitch weld-on model
Snow-Wheels System running gear with hand-adjustable crank (part #6509)
Plow leg adjustable parking jack
Install Monroe 10' model MS4510 Underbody Scraper including the following:
Cushion valve for power-reverse protection
JT-50 relief valve to limit scraper down pressure
Remote grease manifolds both sides
Install one (1) Kennametal carbide curbguard on passenger-side of the moldboard
Install 12" x 12" serrated driver's step on driver-side of moldboard

*** CONTINUED NEXT PAGE ***

TRUCK & TRAILER Specialties, Inc.
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734-942-7579

Ordered By: KATHY HOOD Date Ordered: Salesperson: 10

Make: FREIGHTLINER Model: 108SD Year: 2021 Vin: 1FVAG5FE5MHMU2140

Unit: Ship Via: Tax Exempt: 38-6006334 TERMS: N30

Install Custom Lighting & Electrical including the following:
Switches & Indicators:
OEM chassis switches will be wired to:
- Emergency lighting on one switch
- Scraper lights
- Spreader lights

Pneu-Logic console switches (L-R) for:
1. Pump shutdown/override
2. Tarp open/close
3. Air Tailgate with safety cap
4. Monentary switch for air puffers

Heads-up Display for: body-up, low-oil, pump shutdown & tailgate open
Lighting:
- Truck-lite plow lights with aluminum mounting brackets, compatible with new Monroe plow

Four (4) SoundOff LED mPower (mo. EMPC2SMS4) amber/green flashers flush-mounted:
- Two (2) front-facing at corners of cabshield
- Two (2) side-facing at bottom of cabshield, one on each side

4-hole oval light stainless steel wedge boxes welded to each rear corner post including:
- Two (2) 6" SoundOff LED green flashers mounted in top cut-outs (separate switch)
- Two (2) 6" SoundOff LED Stop/Turn & Tail lights mounted in middle cut-outs
- Two (2) 6" SoundOff LED back-up lights mounted in lower cut-outs
- Two (2) 6" SoundOff LED amber flashers mounted in top cut-outs
- Two (2) 4" LED scraper lights mounted on right and left side

*** CONTINUED NEXT PAGE ***

TRUCK & TRAILER Specialties, Inc.
900 GRAND OAKS DRIVE
HOWELL, MI 48843
PH:517-552-3855

Invoice Date: 07/26/21
PO No: 20-008766

INVOICE: HJO001767
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Bill To: 2784
ROMULUS CITY
12600 WAYNE RD

ROMULUS MI 48174

Ship To: ROMULUS CITY
12600 WAYNE RD

ROMULUS MI 48174
734-942-7579

Ordered By: KATHY HOOD Date Ordered: Salesperson: 10

Make: FREIGHTLINER Model: 108SD Year: 2021 Vin: 1FVAG5FE5MHMU2140

Unit: Ship Via: Tax Exempt: 38-6006334 TERMS: N30

Two (2) 4" LED spreader lights mounted on right and left side rear of dump body
Betts junction box (mo. 351044) mounted at rear passenger-side of the dump
Proximity switch for body-up
Backup alarm
LED marker light kit for dump body
Install Camera System including the following:
System tying into chassis wiper fluid reservoir
Chassis wiper controls for activating wash system, momentary in-cab switch for air puffer
VCMS20B color camera mounted at rear
MSF5000 stainless steel camera box
CEC34L1 cable for monitor
VOM719WP 7 LCD color monitor with single, split & quadview modes
VOSHD6MNT double-knuckle monitor mount
Install Steel Rear Hitch Plate including the following:
Heavy-duty D-rings for safety chains
Cut-outs for rear OEM LED STT lights
2" Pintle/Ball hitch, measuring 19" from cradle to ground
7-way round pin plug
All necessary supports and braces
Install Electric Brake Controller mounted in-cab and wired to rear plug
Paint Frame, body hinge, body props, attaching hardware and front & rear hitch painted Black

BASE PRICE	$93,200.00
ADD ON FOR CAMERA OPTION	$ 1,405.00
TOTAL	$94,605.00

*** CONTINUED NEXT PAGE ***

TRUCK & TRAILER Specialties, Inc.
900 GRAND OAKS DRIVE
HOWELL, MI 48843
PH:517-552-3855

Invoice Date: 07/26/21
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12600 WAYNE RD

ROMULUS MI 48174
734-942-7579

Ordered By: KATHY HOOD | Date Ordered: | Salesperson: 10

Make: FREIGHTLINER | Model: 108SD | Year: 2021 | Vin: 1FVAG5FE5MHMU2140

Unit: | Ship Via: | Tax Exempt: 38-6006334 | TERMS: N30

Sub Total	94,605.00
Sales Tax	0.00
FET	0.00
Discount	0.00
Payment Applied	0.00
Payment Due	$ 94,605.00

REMIT PAYMENT TO:
3286 HANNA LAKE IND. PARK DRIVE, DUTTON, MI 49316

City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **August 9, 2021**

Item No. C.

General Description: Introduction of Budget Amendment 21/22-4
Court Construction Fund

Resolution No. _____

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

---

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

MOTION CARRIED UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council

FROM: Mayor LeRoy D. Burcroff

SUBJECT: Introduction of Budget Amendment 21/22 - 4

DATE: August 2, 2021

I am hereby requesting introduction of Budget Amendment 21/22-4 to purchase a security gate at the employee only lot for the new 34th District Court building. Gate must be electronic and accessible through a card reader.

This budget amendment is to transfer funds in the amount of $16,000 from the 401-000-390.00 Court Construction Fund balance to the Court Construction Project Costs 401-000-980.00.

Motion by_____, supported by _____ to concur with the administration and introduce budget amendment 21/22-4 to purchase a security gate at the employee only lot for the new 34th District Court building. Gate must be electronic and accessible through a card reader.

Memorandum

To: Mayor LeRoy D. Burcroff

From: Maria Farris, Finance Director

Date: July 30, 2021

Re: Budget Amendment 21/22-4

Attached please find a copy of requested Budget Amendment 21/22-4 to be added to the agenda for the August 9, 2021 City Council meeting.

This budget amendment is to transfer funds in the amount of $16,000 from the 401-000-390.00 Court Construction Fund balance to the Court Construction Project Costs 401-000-980.00.

There is a preliminary estimate for the fence in the amount of $16,000.00 for this project.

If you should have any additional questions, please feel free to contact myself or Victoria Trush.

MEMORANDUM

TO: Mayor LeRoy D. Burcroff

FROM: Finance Department

DATE: July 29, 2021 MEF

SUBJECT: Budget Amendment 21/22 -4

FUND/DEPT. ACCOUNT NO.	ACCOUNT NAME	CURRENT FUND BALANCE	AMENDMENT	AMENDED BUDGET
401 Court Construction Fund				
Fund Balance				
401-000.000.390	Court Construction Fund	1,471,335	16,000	1,455,335
Expense				
401-000.980.00	Court Project Costs	-	16,000	16,000

To purchase a security gate at the employee only lot for the new 34th District Court building. Gate must be electronic and accessible through a card reader.

Department of Public Services

MEMORANDUM

TO: Maria Farris, Finance Director
Victoria Trush, Asst. Finance Director

FROM: Robert McCraight, Director, Dept. of Public Services

DATE: August 5, 2021

SUBJECT: Budget amendment for an electronic gate to be installed at the employee only parking lot for the new 34th District Court building

We are requesting approval of a budget amendment to transfer funds to account #401-000-980.000 (Project Costs) in the amount of $16,000.00 from account #401-000-390.000 (Fund Balance) to cover costs for installation of an electronic gate with a card reader at the new 34th District court employee only parking lot.

Please add this item to the City Council agenda for their next meeting. I will be in attendance to answer any questions that may arise.

gg

BUDGET AMENDMENT FORM

INCREASE		DECREASE	
Account Number /Name	Amount	Account Number /Name	Amount
401-000-980.000 Project Costs	$ 16,000.00	401-000-390.000 Fund Balance	$ 16,000.00
Total	$ 16,000.00		$ 16,000.00

PURPOSE:

Security gate at the employee only lot for the new 34th District Court building. Gate must be electronic and accessible through a card reader.

DATE: 7/30/2021

MEF

Department Head Signature: Maria Farris

Mayor's Authorization:

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

City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **August 9, 2021**

Item No. D.
General Description: Introduction of Budget Amendment 21/22-5 City Council

---

Resolution No. _____

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

---

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

MOTION CARRIED UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council

FROM: Mayor LeRoy D. Burcroff

SUBJECT: Introduction of Budget Amendment 21/22 - 5

DATE: August 2, 2021

I am hereby requesting introduction of Budget Amendment 21/22-5 for supplies for incoming council were included in the footnote section of the budget, but not carried over to the actual line item as intended.

Motion by_____, supported by _____ to concur with the administration and introduce budget amendment 21/22-5 for supplies for incoming council were included in the footnote section of the budget, but not carried over to the actual line item as intended.

Memorandum

To: Mayor LeRoy D. Burcroff

From: Victoria Trush, Assistant Finance Director

Date: August 2, 2021

Re: Budget Amendment 21/22-5

Attached please find a copy of requested Budget Amendment 21/22-5 to be added to the agenda for the August 9, 2021 City Council meeting.

This budget amendment is to transfer funds in the amount of $7,600 from 101-000-390.00 Fund Balance to Operating Supplies 101-101-730.000 for City Council office supplies following the November 2, 2021 election, consistent with past budgeting practices in the fiscal year budget of a city election year.

Funds were included in the footnotes but not carried over to the actual line item.

If you should have any additional questions, please feel free to contact myself or Maria Farris.

MEMORANDUM

TO: Mayor LeRoy D. Burcroff

FROM: Finance Department

DATE: 8/2/2021

SUBJECT: Budget Amendment 21/22 -5

FUND/DEPT. ACCOUNT NO.	ACCOUNT NAME	CURRENT FUND BALANCE	AMENDMENT	AMENDED BUDGET
101 City Council				
Fund Balance				
101-000-390.000	Fund Balance	6,672,633	7,600	6,665,033
Expense				
101-101-730.000	Operating Costs	800	7,600	8,400

Supplies for incoming council were included in the footnote section of the budget but not carried over to the actual line item as intended.

BUDGET AMENDMENT FORM

INCREASE		DECREASE	
Account Number /Name	Amount	Account Number /Name	Amount
101-101-730.00 Operating Supplies	$ 7,600.00	101-000-390.000 Fund Balance	$ 7,600.00
Total	$ 7,600.00		$ 7,600.00

PURPOSE:

Supplies for incoming council were included in the footnote section of the budget but not carried over to the actual line item as intended.

DATE: 8/2/2021

VT

Department Head Signature: Victoria Trush

Mayor's Authorization:

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

City of Romulus

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

Council Meeting Held: **August 9, 2021**

Item No. A.

General Description: Second Reading and Final Adoption of Budget Amendment 21/22-2 Cemetery Restoration Fund

---

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: **August 9, 2021**

Re: **2nd Reading and Final Adoption of Budget Amendment 21/22-**

For Second Reading and Final Adoption of Budget Amendment 21/22-2 in the amount of $5,000.00 to transfer funds to pay for the expenditures associated with the installation of brick pavers in the cemetery around the Veteran's Memorial Monument.

This amendment was introduced at the August 2, 2021 Regular Council Meeting.

MEMORANDUM

TO: Mayor LeRoy D. Burcroff

FROM: Finance Department

DATE: July 22, 2021 MEF

SUBJECT: Budget Amendment 21/22 - 2

FUND/DEPT. ACCOUNT NO.	ACCOUNT NAME	CURRENT FUND BALANCE	AMENDMENT	AMENDED BUDGET
Cemetery Restoration Fund				
Cemetery Restoration Fund Capital Outlay				
209-276-970.000	Cemetery Capital Outlay	8,000	5,000	3,000
Expense				
101-276-970.00	Cemetery Fund Capital Outlay	10,000	5,000	15,000

To transfer funds to pay for expenditures associated with the installation of brick pavers in the cemetery around the Veterans Memorial Monument.

BUDGET AMENDMENT FORM

INCREASE		DECREASE	
Account Number /Name	Amount	Account Number /Name	Amount
101-276-970-000	$ 5,000	209-276-970-000	$ 5,000
TOTAL	**$ 5,000**	**TOTAL**	**$ 5,000**

PURPOSE:

To transfer funds to pay for expenditures associated with brick pavers for the Veteran's Memorial Monument.

DATE: 7/26/2021

Department Head Signature: Maria Farris

Mayor's Authorization:

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

City of Romulus

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

Council Meeting Held: **August 9, 2021**

Item No. B.

General Description: Approval of recommendation from Property Disposition Committee

Parcel ID# **80 039 99 0001 706** & **80 040 99 0002 713**

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: Ellen Craig-Bragg, City Clerk

From: Property Disposition Committee
(J. Albert, E. Bragg, R. Kadau, T. Leininger, and R. McCraight)

CC: Mayor LeRoy D. Burcroff

Date: August 4, 2021

Subject: **City Council Agenda Item – August 9, 2021**

The Property Disposition Committee met on August 4, 2021 and respectfully requests City Council concurrence on the following recommendation:

In accordance with section 2 - 327(b) of the "Acquisition and Disposition of City-Owned Property", the Property Disposition Committee respectfully requests that the property described below be designated for sale and let out for bid:

Parcel ID # 80 039 99 0001 706 AND

PART OF THE SOUTHWEST 1/4 OF SECTION 10, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 10; THENCE ALONG THE WEST LINE OF SECTION 10 AND CENTERLINE OF VINING ROAD (150 FOOT WIDE RIGHT OF WAY), S 00°56'12" E, 75.00 FEET; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF SMITH ROAD (150 FOOT WIDE RIGHT OF WAY), N 88°57'52" E, 1262.40 FEET, TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING ALONG THE SOUTH RIGHT OF WAY LINE OF SMITH ROAD, N 88°57'52" E, 33.00 FEET, TO THE CENTERLINE OF VENOY ROAD (66 FOOT WIDE RIGHT OF WAY); THENCE CONTINUING ALONG THE SOUTH RIGHT OF WAY LINE OF SMITH ROAD, N 88°57'52" E, 33.00 FEET; THENCE ALONG THE EAST RIGHT OF WAY LINE OF VENOY ROAD (66 FOOT WIDE RIGHT OF WAY), S 00°59'14" E, 2468.93 FEET; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF WICK ROAD, S 89°05'09" W, 33.00 FEET, TO THE CENTERLINE OF VENOY ROAD; THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF WICK ROAD, S 89°05'09" W, 33.00 FEET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF VENOY ROAD (66 FOOT WIDE RIGHT OF WAY), N 00°59'14" W, 2468.79 FEET, TO THE POINT OF BEGINNING 3.74 ACRES

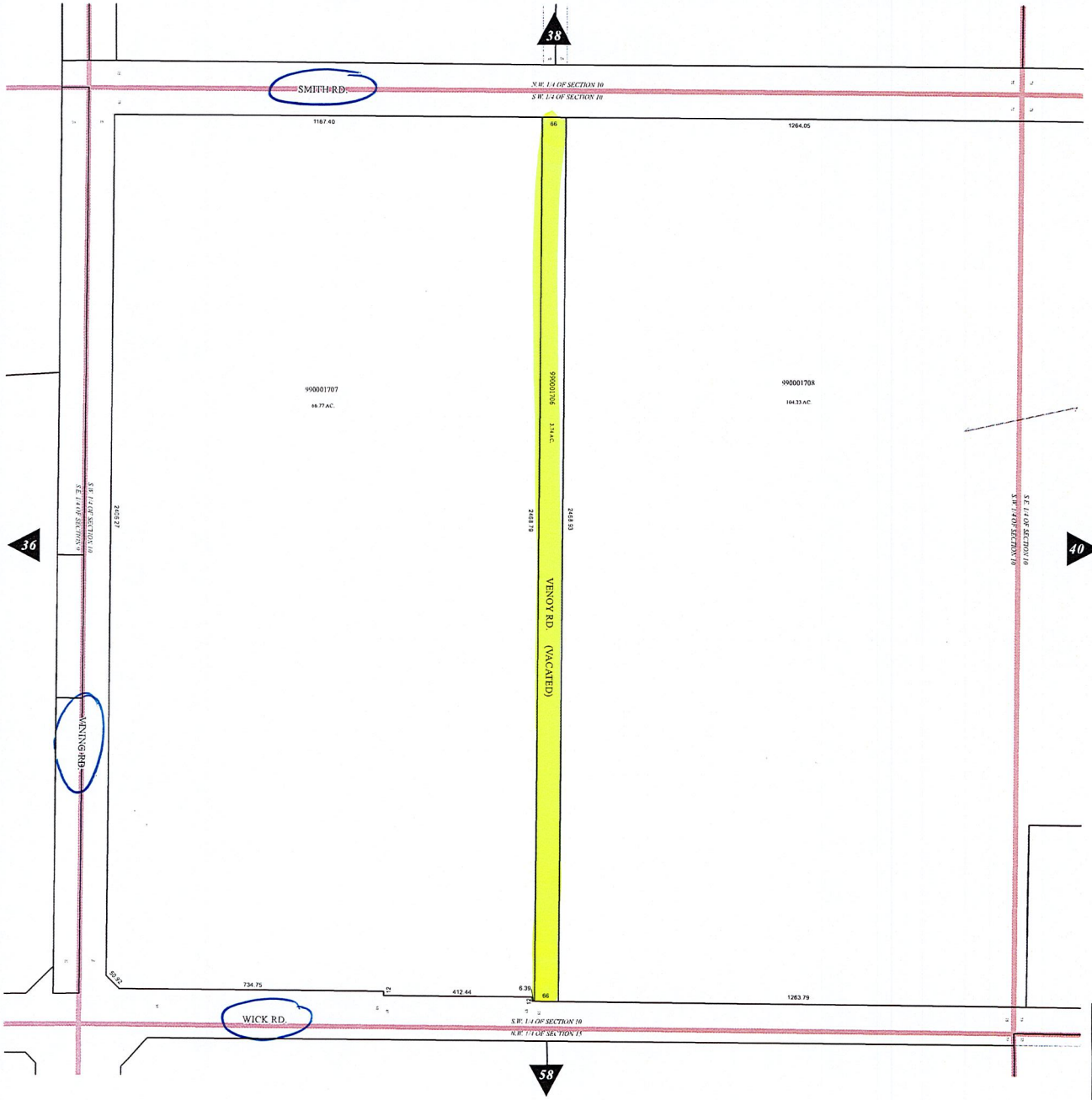
Parcel ID # 80 040 99 0002 713

PART OF THE SOUTHEAST 1/4 OF SECTION 10, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 10; THENCE ALONG THE SOUTH LINE OF SECTION 10 AND CENTERLINE OF WICK ROAD (VARIABLE WIDTH RIGHT OF WAY), N 89°21'13" E (RECORDED AS S 89°40'16" E), 871.14 FEET, TO THE CENTERLINE OF RAFTARY ROAD (86 FOOT WIDE RIGHT OF WAY); THENCE ALONG THE CENTERLINE OF RAFTARY ROAD, N 01°16'03" W

(RECORDED AS N 00°17'32" W), 60.00 FEET, TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE ALONG THE NORTH LINE OF WICK ROAD, S 89°21'13" W, 43.00 FEET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF RAFTARY ROAD (86 FOOT WIDE RIGHT OF WAY), ALONG THE FOLLOWING FIVE (5) COURSES: 1) N 01°16'03" W, 189.55 FEET; 2) NORTHWESTERLY ALONG AN ARC LEFT, HAVING A LENGTH OF 237.01 FEET, A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 19°23'57", AND A LONG CHORD WHICH BEARS N 10°58'02" W, 235.87 FEET; 3) N 20°40'00" W, 408.36 FEET; 4) NORTHWESTERLY ALONG AN ARC RIGHT, HAVING A LENGTH OF 266.12 FEET, A RADIUS OF 786.00 FEET, A CENTRAL ANGLE OF 19°23'57", AND A LONG CHORD WHICH BEARS N 10°58'02" W, 264.85 FEET; 5) N 01°16'03" W, 1421.50 FEET; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF SMITH ROAD (150 FOOT WIDE RIGHT OF WAY), N 89°17'11" E, 43.00 FEET TO THE CENTERLINE OF RAFTARY ROAD (86 FOOT WIDE RIGHT OF WAY), THENCE CONTINUING ALONG THE SOUTH RIGHT OF WAY LINE OF SMITH ROAD, N 89°17'11" E, 43.00 FEET, SAID POINT BEING THE FOLLOWING THREE (3) COURSES FROM THE EAST 1/4 CORNER OF SECTION 10: 1) ALONG THE EAST-WEST 1/4 LINE OF SECTION 10 AND CENTERLINE OF SMITH ROAD (150 FOOT WIDE RIGHT OF WAY), S 89°17'11" W, 1286.63 FEET; 2) ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, S 01°14'09" E, 75.00 FEET; 3) ALONG THE SOUTH RIGHT OF WAY LINE OF SMITH ROAD (150 FOOT WIDE RIGHT OF WAY), S 89°17'11" W, 605.56 FEET; THENCE ALONG THE EAST RIGHT OF WAY LINE OF RAFTARY ROAD (86 FOOT WIDE RIGHT OF WAY), ALONG THE FOLLOWING FIVE (5) COURSES: 1) S 01°16'03" E, 1420.67 FEET; 2) SOUTHEASTERLY ALONG AN ARC LEFT, HAVING A LENGTH OF 237.01 FEET, A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 19°23'57", AND A LONG CHORD WHICH BEARS S 10°58'02" E, 235.87 FEET; 3) S 20°40'00" E, 408.36 FEET; 4) SOUTHEASTERLY ALONG AN ARC RIGHT, HAVING A LENGTH OF 266.12 FEET, A RADIUS OF 786.00 FEET, A CENTRAL ANGLE OF 19°23'57", AND A LONG CHORD WHICH BEARS S 10°58'02" E, 264.85 FEET; 5) S 01°16'03" E, 190.48 FEET; THENCE ALONG THE NORTH LINE OF WICK ROAD, S 89°21'13" W, 43.00 FEET, TO THE POINT OF BEGINNING 4.98 ACRES

I have attached aerial maps as well as highlighted tax maps for review.

SMITH
WICK
I-94
VINING



22	21	18	17	14	13	10	9	6	5	2	1
23	24	19	20	15	16	11	12	7	8	3	4
26	25	30	29	34	33	38	37	42	41	46	45
27	28	31	32	35	36	39	40	43	44	47	48
70	69	66	65	62	61	58	57	54	53	50	49
71	72	67	68	63	64	59	60	55	56	51	52
74	73	78	77	82	81	86	85	90	89	94	93
75	76	79	80	83	84	87	88	91	92	95	96
118	117	114	113	110	109	106	105	102	101	98	97
119	120	115	116	111	112	107	108	103	104	99	100
122	121	126	125	130	129	134	133	138	137	142	141
123	124	127	128	131	132	135	136	139	140	143	144

LAST UPDATED: NOVEMBER 1, 2010

Created:	6/1/41			
Revised:	8/20/47	6/23/83	7/9/91	7/24/09
	8/3/70	9/4/90	5/24/94	11/1/10

FOR PARCEL INFORMATION AND LEGAL DESCRIPTIONS
PLEASE VISIT OUR WEBSITE

GEOGRAPHICAL DATA PROVIDES A SPATIAL REPRESENTATION ONLY. THE CITY OF ROMULUS DOES NOT ASSUME ANY DAMAGES OR LIABILITIES DUE TO THE ACCURACY, AVAILABILITY, USE OR MISUSE OF THE INFORMATION PROVIDED. MAPS HAVE BEEN PRODUCED BY THE CITY OF ROMULUS. ALL RIGHTS RESERVED. NO PART OF THIS MAP MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT WRITTEN CONSENT.

S.W. 1/4 SECTION 10

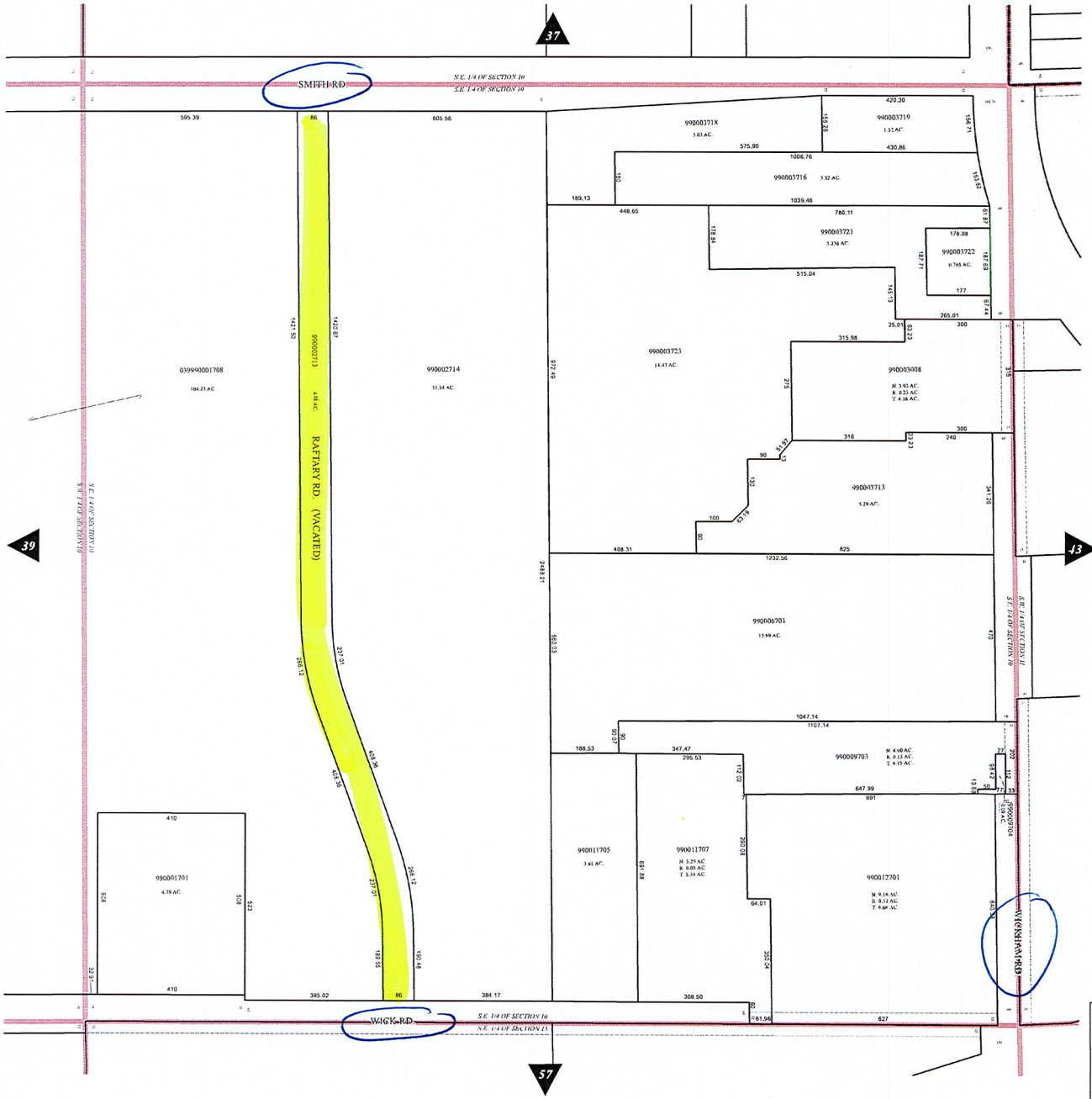
CITY OF ROMULUS

T. 3 S. R. 9 E.

WAYNE COUNTY, MICHIGAN

SCALE 1 INCH = 200 FEET

ALL RIGHTS RESERVED. NO PART OF THIS MAP MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT PERMISSION IN WRITING, FROM THE COPYRIGHT OWNER. COPYRIGHT INFRINGES WILL BE PROSECUTED TO THE FULL EXTENT ALLOWABLE BY LAW, UNDER THE FEDERAL COPYRIGHT STATUTE, 17 U.S.C ICI,ET AL.



22	21	18	17	14	13	10	9	6	5	2	1
23	24	19	20	15	16	11	12	7	8	3	4
26	25	30	29	34	33	38	37	42	41	46	45
27	28	31	32	35	36	39	40	43	44	47	48
70	69	66	65	62	61	58	57	54	53	50	49
71	72	67	68	63	64	59	60	55	56	51	52
74	73	78	77	82	81	86	85	90	89	94	93
75	76	79	80	83	84	87	88	91	92	95	96
118	117	114	113	110	109	106	105	102	101	98	97
119	120	115	116	111	112	107	108	103	104	99	100
122	121	126	125	130	129	134	133	138	137	142	141
123	124	127	128	131	132	135	136	139	140	143	144

LAST UPDATED: AUGUST 26, 2010

Created:	6/1/41				
Revised:	7/13/49	5/23/66	9/12/78	8/21/90	7/18/95
	9/10/52	8/3/70	6/23/83	5/16/91	4/26/96
	11/9/56	12/14/70	4/12/84	7/9/91	3/18/08
	5/4/59	10/28/74	4/29/86	8/7/92	8/26/10
	7/19/62	4/7/76	7/8/88	6/25/93	
	2/27/63	4/3/78	10/3/89	5/26/94	

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S.E. 1/4 SECTION 10

CITY OF ROMULUS

T. 3 S. R. 9 E.

WAYNE COUNTY, MICHIGAN

SCALE 1 INCH = 200 FEET

ALL RIGHTS RESERVED. NO PART OF THIS MAP MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT PERMISSION IN WRITING, FROM THE COPYRIGHT OWNER. COPYRIGHT INFRINGES WILL BE PROSECUTED TO THE FULL EXTENT ALLOWABLE BY LAW, UNDER THE FEDERAL COPYRIGHT STATUTE, 17 U.S.C ICI,ET AL

July 30, 2021

Ms. Julie Albert
City of Romulus
Director, Assessor
11111 Wayne Road
Romulus, MI 48174

Re: parcels 80-040-99-0002-713 and 80-039-99-0001-706

Dear Ms. Albert:

NorthPoint Development is interested in acquiring parcels 80-040-99-0002-713 and 80-039-99-0001-706. Please let me know if you have any questions and we appreciate your review.

Sincerely,

Brent Miles
Chief Marketing Officer
NorthPoint Development
bmiles@northpointkc.com

City of Romulus

Treasurer's Report

Council Meeting Held: **August 9, 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: **August 9, 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: **August 9, 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: **August 9, 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: **August 9, 2021**

Item No. A.

General Description: Approval of Warrant #: 21-15 Checks presented in the amount of $1,140,347.16

Resolution No. _____

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

---

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

MOTION CARRIED UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

CITY OF ROMULUS
WARRANT REGISTER SUMMARY

Council Meeting Date: August 9, 2021
Warrant Number: 21-15

TOTAL WARRANT REGISTER **1,140,347.16**

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

Fund		Amount
Total for fund 101	General Fund	55,125.71
Total for fund 202	Major Street Fund	20,100.09
Total for fund 203	Local Street Fund	4,157.58
Total for fund 205	Public Safety Fund	30,668.67
Total for fund 211	Cable TV	99.99
Total for fund 218	Merriman Rd. Spec. Assess	6,822.33
Total for fund 219	Street Lighting Fund	398.82
Total for fund 220	Oakwood SAD	495.00
Total for fund 226	Garbage & Rubbish Collection Fund	20,729.33
Total for fund 261	911 Service Fund	1,043.78
Total for fund 268	Narc Forfeiture - State	1,360.02
Total for fund 271	Library Fund	833.56
Total for fund 295	DDA	3,806.52
Total for fund 297	T.I.F.A. District #2	20,498.27
Total for fund 592	Water & Sewer Fund	6,126.09
Total for fund 661	Motor Vehicle	618,113.24
Total for fund 664	Technology Services	28,582.21
Total for fund 676	Retiree's Ins. Benefits	38,162.42
Total for fund 677	Prop & Liability Ins Fund	148,232.45
Total for fund 701	Revolving Fund	1,620.00
Total for fund 703	Current Tax	6,172.50
Total for fund 705	Delq. Pers. Prop. Fund	1,354.04
Total for fund 750	Payroll Fund	125,844.54
TOTAL - ALL FUNDS		1,140,347.16

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank POOL POOLED CASH						
08/04/2021	POOL	691(E)	0017	BLUE CARE NETWORK	AUGUST 2021 HEALTH INSURANCE	927.50
08/04/2021	POOL	692(E)	0016	BLUE CROSS/BLUE SHIELD OF MICH	AUGUST 2021 BLUE CROSS	208,834.05
08/04/2021	POOL	693(E)	1468	CITY OF ROMULUS	12300 WAYNE WATER BILL, 6/1-6/30/21	143.38
08/04/2021	POOL	694(E)	1468	CITY OF ROMULUS	37200 GODDARD WATER BILL, 6/1-6/30/21	43.55
08/04/2021	POOL	695(E)	1468	CITY OF ROMULUS	11165 OLIVE B WATER BILL, 6/1-6/30/21	49.66
08/04/2021	POOL	696(E)	1468	CITY OF ROMULUS	11189 SHOOK WATER BILL, 6/1-6/30/21	18.21
08/04/2021	POOL	697(E)	1468	CITY OF ROMULUS	37230 NORTHLINE WATER BILL, 6/1-6/30/21	112.84
08/04/2021	POOL	698(E)	1468	CITY OF ROMULUS	36525 BIBBINS WATER BILL,6/1-6/30/21	70.39
08/04/2021	POOL	699(E)	1468	CITY OF ROMULUS	MERRIMAN SAD 1 WATER BILL, 6/1-6/30/21	2,531.61
08/04/2021	POOL	700(E)	1468	CITY OF ROMULUS	28777 EUREKA WATER BILL, 5/1-5/30/2021	180.03
08/04/2021	POOL	701(E)	1468	CITY OF ROMULUS	MERRIMAN SAD 2 WATER BILL, 06/01-06/3021	4,290.72
08/04/2021	POOL	702(E)	1468	CITY OF ROMULUS	7221 MIDDLEBELT WATER BILL, 6/1-6/30/21	118.95
08/04/2021	POOL	703(E)	1468	CITY OF ROMULUS	9755 OZGA WATER BILL, 11/11/20-06/30/21	18.50
08/04/2021	POOL	704(E)	1468	CITY OF ROMULUS	11121 WAYNE WATER BILL, 6/1-6/30/21	76.49
08/04/2021	POOL	705(E)	1468	CITY OF ROMULUS	11111 WAYNE WATER BILL, 6/1-6/30/2021	515.97
08/04/2021	POOL	706(E)	1468	CITY OF ROMULUS	12600 WAYNE WATER BILL, 6/1-6/30/21	209.92
08/04/2021	POOL	707(E)	1468	CITY OF ROMULUS	11165 OLIVE A WATER BILL, 6/1-6/30/21	61.88
08/04/2021	POOL	708(E)	1468	CITY OF ROMULUS	11147 HUNT WATER BILL, 6/1-6/30/21	18.21
08/04/2021	POOL	709(E)	1468	CITY OF ROMULUS	6900 WAYNE WATER BILL 6/1-6/30/21	246.13
08/04/2021	POOL	710(E)	0012	DTE ENERGY	7690 WAYNE WATER PUMP -JUN 14, 2021 THRU	79.30
					MARY ANN BANKS (RESTROOM) - 37350 GODDAR	15.82
					MARY ANN BANKS PARK - JUNE 19 THRU JUL	28.84
					PAVILION DOWNTOWN DDA - 36095 GODDARD JU	24.97
					PUMP STATION - 16326 HARRISON - 06/18/20	78.30
					7930 AMBER PUMP STATION - 06/18/2021-7/1	98.73
						325.96
08/04/2021	POOL	711(E)	3021	VARIPRO BENEFIT ADMINSTRATORS	AUGUST 2021 RETIREE HEALTH	47,216.23
08/04/2021	POOL	75853	0092	34TH DISTRICT COURT	REF:BENJAMIN-LEE STEPHON WILLIAMS CASE#	1,500.00
08/04/2021	POOL	75854	3098	4IMPRINT	POLICE PROMOTIONAL ITEMS FOR BIKE RIDE E	875.25
08/04/2021	POOL	75855	2942	AIRGAS, INC.	PAYER 2309095	222.93
08/04/2021	POOL	75856	3336	ALLIE BROTHERS, INC	UNIFORM OFFICERS BADGES	1,001.00
08/04/2021	POOL	75857	4021	ALLIED BUILDING SERVICE COMPANY	PIGGYBACK ON MIDEAL CONTRACT #00861 ALLI	4,967.50
08/04/2021	POOL	75858	1567	ALPHA PSYCHOLOGICAL SERVICES, PC	PSYCHOLOGICAL EXAM	725.00
08/04/2021	POOL	75859	2804	AMAZON	EQUATURE ARCHIVE DRIVE ENCLOSER & EXTERN	179.98
08/04/2021	POOL	75860	4027	AMAZON CAPITAL SERVICES	SUPPLIES FOR MOTHER DAUGHTER PAR TEA JUL	144.07
					OFFICE SUPPLIES FOR PLANNING DEPT.	15.46
					OFFICE SUPPLIES FOR PLANNING DEPT.	151.33
					SUPPLIES FOR MOTHER DAUGTHER TEA	107.66
					MISC. SUPPLIS FOR ANIMAL SHELTER	56.90
					CLERK OFFICE SUPPLIES	168.99
					OFFICE SUPPLY ORDER 7/26/21	49.98
					ID PICTURES BACKGROUND & BIKE RIDE EVENT	112.91
					POLICE PROMOTIONAL ITEMS FOR BIKE EVENT	883.45
					OFFICE SUPPLY ORDER 7/29/21	18.85
					BUILDING DEPT OFFICE SUPPLIES	306.92
					PRINTER MEDIA FOR DYE SUB PRINTER	99.99
						2,116.51
08/04/2021	POOL	75861	0553	AMERICAN PUBLIC WORKS ASSOC.	MICHIGAN PUBLIC SERVICE INSTITUTE FALL S	725.00
08/04/2021	POOL	75862	3713	AMSOIL INC.	21/22 BLANKET PO FOR MISC MECHANIC PURCH	448.03
08/04/2021	POOL	75863	MISC	AMY COON	DEPOSIT REFUND ELMER JOHNSON PARK PAVILI	25.00
08/04/2021	POOL	75864	0544	ANIMAL CARE EQUIPMENT & SERVICES	CAGE CARD HOLDERS 3 X 5 ALUMINUM ACH-35	31.92
08/04/2021	POOL	75865	MISC	ANN SZLINIS	ANN SZLINIS- AUGUST 2021	336.41
08/04/2021	POOL	75866	0040	APEX SOFTWARE	ANNUAL SOFTWARE MAINTENANCE FOR APEX SKE	705.00
08/04/2021	POOL	75867	3628	ARCHIVESOCIAL, INC.	SOLE SOURCE ARCHIVE SOCIAL ANNUAL RENEWA	4,788.00
08/04/2021	POOL	75868	0525	ASSOC OF PUBLIC TREASURERS US&CANAD	ANNUAL MEMBERSHIP DUES 10.1.21 THRU 9.30	299.00
08/04/2021	POOL	75869	0529	ASSOCIATED NEWSPAPERS OF MICHIGAN	ITB 20/21-10 21/22 INVERTED P.O 07-01-2	117.67
					ITB 20/21-10 21/22 INVERTED P.O 07-01-2	119.26
					ITB 20/21-10 21/22 INVERTED P.O 07-01-2	100.27
						337.20
08/04/2021	POOL	75870	0554	AT&T	07/22-8/21/2021	555.54
08/04/2021	POOL	75871	1081	ATCHINSON FORD SALES, INC.	21/22 BLANKET PO MISC VEHICLE REPAIRS -	103.44
					21/22 BLANKET PO MISC VEHICLE REPAIRS -	46.70
					20/21 BLANKET PO MISC VEHICLE REPAIRS -	105.41

					21/22 BLANKET PO MISC VEHICLE REPAIRS -	100.00
						355.55
08/04/2021	POOL	75872	3649	AUTO VALUE OF ROMULUS	21/22 BLANKET PO FOR MISC MECHANIC PURCH	406.94
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	223.25
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	442.09
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	43.28
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	14.87
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	208.00
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	485.74
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	138.48
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	380.39
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	306.43
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	62.48
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	15.28
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	7.54
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	5.29
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	128.24
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	19.80
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	5.99
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	44.38
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	(4.79)
						2,933.68
08/04/2021	POOL	75873	2349	AZTECA SYSTEMS LLC	CITYWORKS ONLINE ANNUAL LICENSE AND SUPP	28,750.00
08/04/2021	POOL	75874	1683	BAKER & TAYLOR	ACCOUNT # 251637 L154147 2 B00000 -	700.98
					ACCOUNT # 251637 L154147 2 B00000 -	289.72
					ACCOUNT # 251637 L154147 2 B00000 -	113.36
					ACCOUNT # 251637 L154147 2 B00000 -	148.39
					ACCOUNT # 251637 L154147 2 B00000 -	311.32
						1,563.77
08/04/2021	POOL	75875	3894	BELCHER LAW, PLLC	33.75 SERVICE HOURS, MIDC PROGRAM JULY 2	3,375.00
08/04/2021	POOL	75876	MISC	BOHNETT, STEVE	REF HYDRANT METER RENTAL DEPOSIT70050221	1,637.14
08/04/2021	POOL	75877	0539	BS & A SOFTWARE	FINANCE SYS - ANNUAL SERVICE/SUPPORT 8/1	29,133.00
08/04/2021	POOL	75878	MISC	CAITLIN VERSELE	3 $10 GIFT CARDS PET SMART	30.00
08/04/2021	POOL	75879	MISC	CATHERINE MORSE	REIMBURSEMENT FOR STORM WATER MANAGEMENT	95.00
08/04/2021	POOL	75880	1828	CDW GOVERNMENT INC	RECREATION MOBILE WORKCENTER - COMPUTER	2,366.19
08/04/2021	POOL	75881	3092	CENTER POINT LARGE PRINT	PLATINUM SERIES BOOKS	46.74
08/04/2021	POOL	75882	0943	CHAPP & BUSHEY OIL CO., INC	NEEDED FOR PD CAR AND EQUIPMENT	2,374.70
08/04/2021	POOL	75883	1172	CITY OF ROMULUS	2021 SUMMER PROPERTY TAXES HANNAN	7,630.29
08/04/2021	POOL	75884	1468	CITY OF ROMULUS	35255 GODDARD FINAL WATER BILL7/01 - 7/0	26.07
08/04/2021	POOL	75885	0917	CITY OF WAYNE	36345 VAN BORN SEWER CONS 6/1-6/30/21	4,066.16
08/04/2021	POOL	75886	0275	CO-PIPE PRODUCTS, INC.	21/22 BLANKET PO FOR ROAD & WATER SUPPLI	408.15
08/04/2021	POOL	75887	1780	COMCAST PROCESSING CENTER	21/22 INVERTED PO FOR ETHERNET NETWORK T	1,043.78
08/04/2021	POOL	75888	3249	COMFORT INN & SUITES MT. PLEASANT	5 NIGHT HOTEL STAY FOR MPSI CONFERENCE K	446.25
08/04/2021	POOL	75889	3546	CORE & MAIN	FOR FARMS PUMP STATION	1,740.00
08/04/2021	POOL	75890	MISC	DAVE MCCOWN	DEPOSIT REFUND ELMER JOHNSON PAVILION RE	25.00
08/04/2021	POOL	75891	2788	DELL MARKETING LP	MIDEAL PIGGYBACK CONTACT# C000000181093	17,341.32
08/04/2021	POOL	75892	0020	DELTA DENTAL PLAN OF MICHIGAN	AUGUST 2021 DELTA DENTAL INSURANCE	14,485.82
08/04/2021	POOL	75893	0584	DEMCO	LIBRARY SUPPLIES CUSTOMER BILLING: 21002	309.27
08/04/2021	POOL	75894	2894	DIGITAL ALLY INC,	PATROL CAR MIRRORS REPAIR	315.00
					PATROL CAR MIRRORS REPAIR	315.00
						630.00
08/04/2021	POOL	75895	3495	DOMINION VOTING SYSTEMS, INC.	ELECTION TRAINING FOR CLERK, DEPCLERK, E	600.00
08/04/2021	POOL	75896	0411	DORNBOS SIGN & SAFETY INC	SIGN BLANKS FOR STOCK	1,695.00
08/04/2021	POOL	75897	3253	DORRIS BENNETT	AUGUST 2021 RETIREE HEALTH DORRIS BENNET	353.17
08/04/2021	POOL	75898	2594	DOWNRIVER UTILITY WASTEWATER AUTHOR	WASTEWATER DISPOSAL CHARGES MAY 2021	178,485.76
08/04/2021	POOL	75899	2594	DOWNRIVER UTILITY WASTEWATER AUTHOR	JULY 2021 EXCESS FLOW	5,164.00
08/04/2021	POOL	75900	3762	DTOUR ENTERTAINMENT, INC	PERFORMANCE AT PUMPKIN FEST ON SEPT 17	2,500.00
08/04/2021	POOL	75901	0595	ECORSE QUALITY ELECTRIC SERVICE INC	21/22 BLANKET PO FOR ELECTRICAL SUPPLIES	274.98
08/04/2021	POOL	75902	MISC	ELLIS SHROPSHIRE JR	DEPOSIT REFUND ELMER JOHNSON PARK PAVILI	25.00
08/04/2021	POOL	75903	3339	ELSEY CONSTRUCTION PRODUCTS, INC	YARD STOCK FOR PIPE REPLACEMENT	120.00
					YARD STOCK FOR PIPE REPLACEMENT	3,724.63
					YARD STOCK FOR PIPE REPLACEMENT	752.98
						4,597.61
08/04/2021	POOL	75904	2735	FIFER INVESTIGATIONS, LLC	BACKGROUND INVESTIGATION	506.25

					BACKGROUND INVESTIGATION	731.25
						1,237.50
08/04/2021	POOL	75905	2703	GALE/CENGAGE LEARNING	ACCT# 194418	104.97
08/04/2021	POOL	75906	0951	GANDOL INC	20/21 BLANKET PO REPAIRS FOR DOORS ON CI	132.60
08/04/2021	POOL	75907	0875	GENERAL FUND	COLONIAL LIFE 2% ADMIN FEE FOR JULY 2021	5.23
					AFLAC 3% ADMIN FEE FOR JULY 2021	281.44
						286.67
08/04/2021	POOL	75908	0631	GORDON FOOD SERVICE, INC.	SUPPLIES FOR EMPLOYEE LUNCHEON	38.95
08/04/2021	POOL	75909	0338	GRAINGER INC.	ACCT# 886272367	76.56
08/04/2021	POOL	75910	0338	GRAINGER INC.	ACCT# 886272367	826.92
08/04/2021	POOL	75911	3264	GREAT LAKES WATER AUTHORITY	ACCT # 100-2451-W WHOLESALE WATER - JUNE	376,553.63
08/04/2021	POOL	75912	3264	GREAT LAKES WATER AUTHORITY	IWC CHARGES APR 2021 ACCT # 300-2451-S	898.75
08/04/2021	POOL	75913	3264	GREAT LAKES WATER AUTHORITY	IWC CHARGES APR 2021 ACCT # 300-2451-S	898.75
08/04/2021	POOL	75914	2995	HALLAHAN & ASSOCIATES, P.C.	PROFESSIONAL SERVICES THRU JULY 31ST 202	398.84
08/04/2021	POOL	75915	2995	HALLAHAN & ASSOCIATES, P.C.	ATTORNEY SERVICES FOR TAX ISSUES SEVICES	1,188.32
08/04/2021	POOL	75916	2789	HILLARD'S GLASS, INC.	21/22 BLANKET PO FOR MISC VEHICLE WINDSH	490.00
08/04/2021	POOL	75917	0891	HOME DEPOT	21/22 BLANKET PO FOR MISC SUPPLIES - DPW	712.50
					21/22 BLANKET PO FOR MISC SUPPLIES - DPW	135.98
					21/22 BLANKET PO FOR MISC SUPPLIES - DPW	386.16
					21/22 BLANKET PO FOR MISC SUPPLIES - DPW	24.75
					21/22 BLANKET PO FOR MISC SUPPLIES - DPW	48.67
					21/22 BLANKET PO FOR MISC SUPPLIES - DPW	59.94
					21/22 BLANKET PO FOR MISC SUPPLIES - DPW	3.64
					21/22 BLANKET PO FOR MISC SUPPLIES - DPW	18.89
					21/22 BLANKET PO FOR MISC SUPPLIES - DPW	31.98
					21/22 BLANKET PO - HOME DEPOT - MISC. MA	128.59
						1,551.10
08/04/2021	POOL	75918	2928	INTEGRITY BUSINESS SOLUTIONS LLC	PAPER, COPY CASE 8 1/2"X11" 20 LB	560.00
08/04/2021	POOL	75919	2567	J & B MEDICAL SUPPLY CO. INC	21/22 BLANKET PO - J&B MEDICAL - FIRE D	256.31
					21/22 BLANKET PO - J&B MEDICAL - FIRE D	207.84
					21/22 BLANKET PO - J&B MEDICAL - FIRE D	1,471.82
						1,935.97
08/04/2021	POOL	75920	0075	J & M TOWING	21/22 BLANKET PO TOWING FOR DISABLED CIT	225.00
08/04/2021	POOL	75921	3785	JEFFREY E. BOWDICH	28 SERVICE HOURS, MIDC PROGRAM JULY 202	2,800.00
08/04/2021	POOL	75923	MISC	KEITH HAYNES	KEITH HAYNES LUNCH REIMBURSEMENT FOR TR	49.86
08/04/2021	POOL	75924	3775	LAW OFFICE OF DANIEL A. BITAR, PLLC	16.9 SERVICE HOURS, MIDC PROGRAM JULY 20	1,690.00
08/04/2021	POOL	75926	1680	LUSTER CLEANERS, INC	21/22 BLANKET PO PRISONERS BLANKET CLEA	80.00
08/04/2021	POOL	75927	1078	MAACO	TRANQ. CLASS FOR HOWARD STOREY	175.00
					MAACO DUES FOR HOWARD STOREY	10.00
						185.00
08/04/2021	POOL	75928	4022	MARY ELLEN BOHN	MDIC ADMINISTRATIVE ASSISTANT JULY 2021	486.00
08/04/2021	POOL	75929	2666	MAURER'S TEXTILE RENTAL SERVICES	21/22 INVERTED PO FOR EMPLOYEE UNIFORM E	115.01
					21/22 INVERTED PO FOR EMPLOYEE UNIFORM E	2.23
					21/22 INVERTED PO FOR EMPLOYEE UNIFORM E	27.87
					21/22 INVERTED PO FOR EMPLOYEE UNIFORM E	26.77
					21/22 INVERTED PO FOR EMPLOYEE UNIFORM E	320.10
					INVERTED PO FY 21-22 - BUILDING DEPT UNI	18.23
					INVERTED PO FY 21-22 - BUILDING DEPT UNI	18.23
					INVERTED PO FY 21-22 - BUILDING DEPT UNI	18.23
					INVERTED PO FY 21-22 - BUILDING DEPT UNI	18.23
						564.90
08/04/2021	POOL	75930	3023	MI CUSTOM SIGNS	10 BANNER FLAGS FOR DOWNTOWN ROMULUS	407.77
08/04/2021	POOL	75931	0048	MICHIGAN CAT	21/22 BLANKET PO FOR MISC EQUIPMENT PURC	113.30
					21/22 BLANKET PO FOR MISC EQUIPMENT PURC	113.30
						226.60
08/04/2021	POOL	75932	0427	MIDWEST TAPE	CUSTOMER # 2000005771 QTY:7	459.68
					CUSTOMER # 2000005771 QTY:3	68.97
					CUSTOMER # 2000005771 QTY:11	419.89

					CUSTOMER # 2000005771 QTY:1	18.74
					CUSTOMER # 2000005771 QTY:3	119.97
					CUSTOMER # 2000005771 QTY:1	49.49
						1,136.74
08/04/2021	POOL	75933	0068	MUCHMORE HARRINGTON SMALLEY & ASSOC	21/22 INVERTED PO FOR LEGISLATIVE SERVIC	4,000.00
08/04/2021	POOL	75934	3564	NORMAN CATERING AND EVENTS	MOTHER DAUGHTER PAR-TEA BREAKFAST - INCR	120.00
08/04/2021	POOL	75935	2088	OAKLAND COUNTY	20/21 INVERTED PO FIRE INCIDENT REPORTIN	1,325.50
					20/21 INVERTED PO FIRE INCIDENT REPORTIN	307.00
						1,632.50
08/04/2021	POOL	75936	0736	ORCHARD, HILTZ & MCCLIMENT	OHM Invoice # 333154	225.00
					OHM Invoice #333140	495.75
					OHM Invoice # 333147	200.00
					OHM Invoice # 333147	203.00
					OHM Invoice # 333134	3,471.00
					OHM Invoice # 332287	495.75
					OHM Invoice #332293	1,280.00
					CONST SRVCS - S&F FOODS - ESCROW REF # 4	195.00
					PROFESSIONAL SERVICES FOR HURON RIVER DR	16,248.00
					PROFESSIONAL SERVICES FOR HURON RIVER DR	1,273.25
					ITB 19/20-22 SMITH & VINING REHAB PROJEC	898.50
					ITB 19/20-22 SMITH & VINING REHAB PROJEC	2,828.75
						27,814.00
08/04/2021	POOL	75937	1131	OUTDOOR EXPERTS, INC	JUNE W.C. PRIVATE & WAYNE CTY PROPERTY I	565.93
					JUNE W.C. PRIVATE & WAYNE CTY PROPERTY I	4,785.15
					JUNE 2021 CUTTING CITY PROPERTIES VACAN	751.72
						6,102.80
08/04/2021	POOL	75938	0006	PAWELCZYK, NANCY	UB refund for account: 013735	500.00
08/04/2021	POOL	75939	2960	PHOENIX SAFETY OUTFITTERS, LLC.	ITB 18/19-20 SAFER/OTHER NEW HIRE - TURN	450.00
					ITB 18/19-20 SAFER/OTHER NEW HIRE - TURN	100.00
						550.00
08/04/2021	POOL	75940	0172	R&R FIRE TRUCK REPAIR	ITB 18/19-03 EXTENSION FIRE ENGINE 10 YR	1,890.00
08/04/2021	POOL	75941	1952	RITTER GIS	21/22 INVERTED- GIS SUPPORT SERVICES 6/3	2,337.50
08/04/2021	POOL	75942	MISC	ROMULUS PUBLIC LIBRARY	EDUCATION, TRAINING & SUPPLIES	110.67
08/04/2021	POOL	75943	1979	ROMULUS, CITY OF	DPS PETTY CASH THROUGH 6/30/21	179.33
08/04/2021	POOL	75944	0189	ROSE PEST SOLUTIONS	21/22 INVERTED PO FOR ROSE PEST SOLUTION	68.00
					21/22 INVERTED PO FOR ROSE PEST SOLUTION	68.00
					21/22 INVERTED PO FOR ROSE PEST SOLUTION	68.00
					21/22 INVERTED PO FOR ROSE PEST SOLUTION	68.00
					21/22 INVERTED PO FOR ROSE PEST SOLUTION	78.00
					21/22 INVERTED PO FOR ROSE PEST SOLUTION	68.00
						418.00
08/04/2021	POOL	75945	2941	ROWE PROFESSIONAL SERVICES COMPANY	2021 BEVERLY ROAD RECONSTRUCTION - PHASE	16,093.19
08/04/2021	POOL	75946	MISC	SHANIA GLASS	DEPOSIT REFUND HISTORICAL PARK 11147 HUN	125.00
08/04/2021	POOL	75947	3779	SHARON GRIER	16 SERVICE HOURS, MIDC PROGRAM JULY 2021	1,600.00
08/04/2021	POOL	75948	1016	STATE OF MICHIGAN	STORMWATER ANNUAL PERMIT FEE FOR 2021	3,000.00
08/04/2021	POOL	75949	3617	SUBURBAN OCCUPATIONAL HEALTH	DRUG SCREENS & PHYSICALS	317.00
					20/21 BLANKET PO EMPLOYEE PROCESSING FOR	80.00
					21/22 BLANKET PO EMPLOYEE PROCESSING FOR	215.00
						612.00
08/04/2021	POOL	75950	3768	TERESA PATTON	21/22 INVERTED PO FOR MIDC 34TH DISTRICT	5,833.33
08/04/2021	POOL	75951	3780	THE NUNLEY LAW GROUP, PLLC	20.2 SERVICE HOURS, MIDC PROGRAM - ROYC	2,020.00
08/04/2021	POOL	75952	0885	THE PENN COMMUNITY ENRICHMENT	2021 Sum Tax Refund 80 020 99 0026 000	130.83
08/04/2021	POOL	75953	MISC	TINA STONEBURNER	DEPOSIT REFUND PAVILION AT MARYANN BANKS	25.00
08/04/2021	POOL	75954	3593	TOSHIBA BUSINESS SOLUTIONS	PD BOOKING PRINTER INK:P DS/EPSON T902	801.72
08/04/2021	POOL	75955	4037	TRITON TRAINING GROUP LLC	ARMORER CLASSES AR15 & 870 JULY 12-15,20	800.00
					ARMORER CLASSES AR15 & 870 JULY 12-15,20	800.00
						1,600.00

08/04/2021	POOL	75956	3446	ULINE, INC.	BIKE RACK FOR CITY HALL & LIBRARY	719.74
08/04/2021	POOL	75957	1593	ULLIANCE	2021 3RD QTR EMPLOYEE ASSISTANCE PROGRAM	1,232.40
08/04/2021	POOL	75958	0205	UNISTRUT MIDWEST	STOCK	1,270.00
08/04/2021	POOL	75959	0674	UNITED PARCEL SERVICE	21/22 BLANKET PO FOR SHIPPING CHARGES PO	13.07
08/04/2021	POOL	75960	0670	VERIZON WIRELESS	21/22 INVERTED PO FPR POLICE CELLULAR SE	539.14
08/04/2021	POOL	75961	1482	WAL-MART COMMUNITY	ACCT# 624081	125.82
					ACCT# 624081	168.60
						294.42
08/04/2021	POOL	75962	0657	WAYNE COUNTY	04/21 PRISONER HOUSING MAINTENANCE CHARG	350.00
08/04/2021	POOL	75963	0106	WAYNE COUNTY DOE	AUGUST 2021 RV FIXED SEWAGE CUST #50037	32,421.49
08/04/2021	POOL	75964	MISC	WAYNE COUNTY LAND BANK	DISBURSE 2021 C.T. FOR JULY 1-15, 2021	1,223.21
08/04/2021	POOL	75965	MISC	WAYNE COUNTY TREASURER	4TH QUARTER 20/21 TRAILER TAX DISBURSEME	6,172.50
08/04/2021	POOL	75966	0065	WAYNE LAWN & GARDEN CENTER, INC.	20/21 BLANKET PO FOR MECH & GROUNDS - DP	43.90
08/04/2021	POOL	75967	0601	WEX BANK	ACCOUNT # 0462-00-398910-0 JULY 2021	18,042.16
08/04/2021	POOL	75968	1871	WITMER ASSOCIATES, INC.	MISC FIREFIGHTER PPE ITEMS	363.06
08/04/2021	POOL	75969	0651	WOODLAND MEADOWS LANDFILL	20/21 INVERTED PO FOR RESIDENT DUMP PASS	495.00
08/04/2021	POOL	75970	3536	ZIEBART OF MICHIGAN - M122	#207 UNDERCOAT / RUST PROTECTION	476.95
08/04/2021	POOL	75971	3777	LAW OFFICES OF	29.5 SERVICE HOURS, MIDC PROGRAM JULY 20	2,925.00
08/04/2021	POOL	75972	1141	MARK NICHOLAI	MFFTC - BASIC VEHICLE EXTRICATION TRAINI	880.00

POOL TOTALS:

(2 Checks Voided)
Total of 139 Disbursements: 1,140,347.16

City of Romulus

Communication

Council Meeting Held: **August 9, 2021**
Item No. 12

Councilperson Abdo: _____

_____

Councilperson Barden: _____

_____

Councilperson Roscoe: _____

_____

Councilperson Talley: _____

_____

Councilperson Wadsworth: _____

_____

Councilperson Webb: _____

_____

Councilperson Williams: _____

_____

City of Romulus

Adjournment

Council Meeting Held: **August 9, 2021**

Item No. 13

General Description: _____

_____

Resolution No._____

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

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

MOTION CARRIED UNANIMOUSLY

MOTION CARRIED

MOTION FAILED