



**CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
September 7, 2021
7:30 PM**

Public audience can also view the Regular City Council Meetings live via YouTube at
www.youtube.com/cityofromulus

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 23, 2021, at 7:30 p.m.
- B. Approval of minutes from the special meeting - closed session held on Monday, August 23, 2021, at 6:45 p.m. to discuss an attorney's opinion.

3. Petitioner

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

- A. Approval of the Chairperson's Report

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

- A. 2022 Fiscal Year Municipal Credit and Community Credit SMART Contract
- B. DDA Board Appointment
- C. Five (5) Year Lease-Purchase Agreement - Comerica Leasing
- D. Inkster Road Intergovernmental Agreement (IGA) - Reconstruction of Inkster Road between Van Born and Ecorse

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

- A. Second Reading and Final Adoption of Budget Amendment 21/22-6 Library
- B. Study Session Request by Treasurer Paige for Monday, October 4, 2021, at 6:45 p.m.

7. Treasurer's Report – Stacy Paige, Treasurer

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

9. Unfinished Business

10. New Business

11. Communication

12. Adjournment



RULES REGARDING THE PUBLIC ADDRESSING A CITY MEETING

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

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

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



City of Romulus

Agenda

Council Meeting Held: **September 7, 2021**

Item No. 1A.

General Description: Approval of Agenda

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Minutes

Council Meeting Held: **September 7, 2021**

Item No. 2A.

General Description: Approval of Minutes from the Regular Meeting held on Monday, August 23, 2021, at 7:30 p.m.

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MINUTES OF THE REGULAR ROMULUS CITY COUNCIL MEETING

August 23, 2021

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

The meeting was called to order at 7:32 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, Virginia Williams

Absent / Excused:

Administrative Officials in Attendance:

LeRoy Burcroff, Mayor

Ellen L. Craig-Bragg, Clerk

Stacy Paige, Treasurer

Administrative Staff in Attendance:

D'Sjonaun Hockenhull - Deputy Clerk; Stephen Hitchcock - City Attorney; Robert McCraight - Director of Public Services & Economic Development; Merrie Druyor - Director of DDA/TIFA; Carole Maisie - City Planner; Roger Cauda - Co-Director of Cable; Tanya Cofield - Recreation Coordinator

1. Agenda

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

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

Nays - None

Motion Carried Unanimously

2. Minutes

- A. **Res. #21-228** Moved by **William Wadsworth**, seconded by **Eva Webb** to approve the minutes from the regular meeting held on Monday, August 9, 2021, at 7:30 p.m.

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

Nays - None

Motion Carried Unanimously

3. Petitioner

- A. **Res. #21-229** Moved by **Celeste Roscoe**, seconded by **Tina Talley** to approve the block party petition from David Dalton for September 5th and a road closure request for Sussex Drive at Surrey Drive and Canterbury Drive at Concord Drive.

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

Nays - None

Motion Carried Unanimously

- B. **Petitioner:** Lisa Denney; **Petition:** Stop sign at the corner of Joan & Central

Petitioner did not appear. Resolution may have been reached according to Mayor Burcroff. No action was taken by the Council.

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

Res. #21-230 Moved by **William Wadsworth**, seconded by **Kathy Abdo** to adopt a 4-month moratorium on Park n Fly Licenses/Permits issued by the Clerk's Office.

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

Nays - None

Motion Carried Unanimously

- 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, Williams

Nays - None

Motion Carried Unanimously

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

- A. **Res. #21-231** Moved by **Eva Webb**, seconded by **William Wadsworth** to concur with the Administration and authorize a no-fee permit for all pumpkin Festival and Parade of Lights activities during the pumpkin Festival weekend of September 17 - September 19, 2021.

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

Nays - None

Motion Carried Unanimously

Res. #21-232 Moved by **Tina Talley**, seconded by **Virginia Williams** to concur with the Administration and authorize the closure of Goddard Road beginning at Grover Street ending at 5 Points beginning at 8:00 p.m. on Friday, September 17, 2021, and re-opening at 10:00 p.m. Friday, September 17, 2021, for the Rotary Parade of Lights.

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

Nays - None

Motion Carried Unanimously

Res. #21-233 Moved by **Tina Talley**, seconded by **Celeste Roscoe** to concur with the Administration and authorize the closure of Goddard Reading beginning at Moore Street ending at the railroad tracks beginning at 9:00 a.m. on Saturday, September 18, 2021 re-opening at 7:00 p.m. Saturday, September 18, 2021, for the Pumpkin Festival Car Show.

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

Nays - None

Motion Carried Unanimously

Res. #21-234 Moved by **Eva Webb**, seconded by **Virginia Williams** to concur with the Administration and authorize the closure of Hunt Street between Goddard Road and Bobbins Street beginning at 12:00 p.m. on Friday, September 17, 2021, and ending on Sunday, September 19, 2021, at 8:00 p.m. This closure will be for the food vendors and the Unity Celebration.

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

Nays - None

Motion Carried Unanimously.

Res. #21-235 Moved by **William Wadsworth**, seconded by **Kathy Abdo** to concur with the Administration and authorize the closure of Goddard Road between Sterling and Romaine Streets beginning at 8:00 a.m. on

Saturday, September 18, 2021, and ending at 6:00 p.m. This closure will be for the Vendor Show and the Family Fun Zone.

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

Motion Carried Unanimously

Res. #21-236 Moved by **Celeste Roscoe**, seconded by **Kathy Abdo** to concur with the Administration and authorize the closure of Goddard Road between Shook Road and Sterling Street beginning at 8:00 a.m. on Saturday, September 18, 2021 and ending at 10:00 p.m. This closure will be for the Boards, Brushstrokes, and Beverages event.

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

Motion Carried Unanimously

- B. Res. #21-237** Moved by **Tina Talley**, seconded by **Virginia Williams** to concur with the Administration and authorize a no-fee permit for all Relay for Life activities, as well as the closure of Hunt Street between Goddard Road and bobbins Street beginning at 5:00 p.m. on Friday, September 24, 2021, and ending at 4:00 p.m. on Sunday, September 26, 2021.

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

Motion Carried Unanimously

- C. Res. #21-238** Moved by **Celeste Roscoe**, seconded by **Virginia Williams** to concur with the Administration and introduce budget amendment 21/22-6 to renew five mobile hotspots and purchase two more as approved by the Library Board, August 16, 2021.

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

Motion Carried Unanimously

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

- A. Res. #21-239** Moved by **Kathy Abdo**, seconded by **Eva Webb** to approve the Second Reading & Final Adoption of Budget Amendment 21/22-4 in the amount of \$16,000.00 to purchase a security gate at the employee only lot for the new 34th District Court building. The gate must be electronic and accessible through a card reader.

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

Motion Carried Unanimously

- B. Res. #21-240** Moved by **Eva Webb**, seconded by **Tina Talley** to approve the Second Reading & Final Adoption of Budget Amendment 21/22-5 in the amount of \$7,600.00 for supplies for the incoming council that was included in the footnote section of the budget, but not carried over to the actual line item as intended.

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

Motion Carried Unanimously

- C. Res. #21-241** Moved by **Celeste Roscoe**, seconded by **Eva Webb** to adopt the resolution recognizing Romulus Goodfellows Incorporated as a nonprofit organization operating in the City of Romulus.

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

Motion Carried Unanimously

7. Treasurer's Report – Stacy Paige, Treasurer

Treasurer Paige reminded residents that property taxes were coming due. She advised the residents of the multiple ways to submit payment and to contact her office for any questions.

8. Public Comment -

A resident addressed City Council regarding the Relay for Life Event.

9. Unfinished Business

Councilperson Wadsworth inquired about the timeline for the construction on Wick Rd.

10. New Business

Councilperson Abdo informed residents that the Romulus Athletic Center is hiring and listed some positions that are available.

11. Warrant

- A. Res. #21-242** Moved by **Kathy Abdo**, seconded by **Tina Talley** to approve Warrant #: 21-16 for checks presented in the amount of \$1,818,893.29.

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

Motion Carried Unanimously

12. Communication

Councilperson Talley commended all who turned out for the horseshoe tournament. She thanked Dr. Sabrina McKenzie for coming to address allegations made in a letter addressed to councilmembers . mail. She also commented and enjoyed the block party by Tocarra Davis. Councilperson Webb and Councilperson Roscoe also commented on how enjoyable the block party was. Councilperson Barden mentioned how the community must come together as one and in unity.

Res. #21-243 Moved by **Virginia Williams**, seconded by **Eva Webb** to adopt a memorial resolution for the sister of Patty Stewart.

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

Motion Carried Unanimously

Councilperson Williams brought a resident's issue to the Mayor's attention regarding a sewage problem and also addressed an issue about signage on the detour route on Wayne Rd. She reminded residents that Forgotten Harvest would be at the high school on Tuesday at 11:00 a.m. until all the food is distributed. Councilperson Abdo solicited support for the August 26th RHS Varsity football game where Fred Russell's jersey will formally be retired.

13. Adjournment

Moved by **William Wadsworth**, seconded by **Kathy Abdo** to adjourn the meeting at 8:51 p.m

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

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the regular meeting of the Romulus City Council held on August 23, 2021.

A handwritten signature in black ink, reading "Ellen L. Craig-Bragg". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

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



City of Romulus

Minutes

Council Meeting Held: **September 7, 2021**

Item No. 2B.

General Description: Approval of Minutes from the Special Meeting - Closed Session held on Monday, August 23, 2021, at 6:45 p.m. to discuss an Attorney's opinion.

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MINUTES OF THE ROMULUS CITY COUNCIL SPECIAL MEETING
August 23, 2021
Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174

The meeting was called to order at 6:50 p.m. by Mayor Pro-Tem John Barden

1. Roll Call

Present: Kathy Abdo, John Barden, Celeste Roscoe (arrived at 6:52 p.m.), Tina Talley, William Wadsworth, Eva Webb, Virginia Williams (arrived at 7:00 p.m.)

Absent / Excused:

Administrative Officials in Attendance:

LeRoy Burcroff, Mayor
Ellen L. Craig-Bragg, Clerk
Stacy Paige, Treasurer

Administrative Staff in Attendance:

Deputy Clerk; Director of Public Service & Economic Development; City Planner

2. Moved by Tina Talley, seconded by Kathy Abdo to accept the special meeting agenda as presented.

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

Nays - None

Absent - Williams

Motion Carried Unanimously

Mayor Burcroff summarized the intent of the meeting during open session. Attorney Hitchcock was stuck in traffic, which delayed the convening of a closed session to discuss his legal opinion.

Councilperson Williams joined the meeting at 7:00 p.m.

Attorney Hitchcock arrived at 7:10 p.m. and the meeting was convened into a closed session.

3. Moved by William Wadsworth, seconded by Kathy Abdo to convene into closed session to discuss an attorney's opinion at 7:12 p.m.

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

Nays - None

Motion Carried Unanimously

4. Discussion: Attorney Opinion

NO BUSINESS WAS CONDUCTED DURING CLOSED SESSION

5. Clerk's review Closed Session Minutes, City Clerk

6. Moved by Kathy Abdo, seconded by Celeste Roscoe to reconvene to open session.

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

Nays - None

Motion Carried Unanimously

7. Public Comment – No comments from the public

8. Moved by Celeste Roscoe, seconded by Kathy Abdo to adjourn the special meeting at 7:29 p.m.

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

Nays - None

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the regular meeting of the Romulus City Council held on August 23, 2021.

A handwritten signature in black ink, reading "Ellen L. Craig-Bragg". The signature is written in a cursive, flowing style.

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



City of Romulus

Petitioner

Council Meeting Held:

September 7, 2021

Item No. 3.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

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

Council Meeting Held: **September 7, 2021**

Item No. 4A.

General Description: Approval of the Chairperson's Report

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **September 7, 2021**

Item No. 5A.

General Description: 2022 Fiscal Year Municipal Credit and Community Credit SMART Contract

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: 2022 Fiscal Year Municipal Credit and Community Credit
SMART Contract
DATE: September 1, 2021

I concur with the recommendation of Rose Swidan, Senior Services Director, and respectfully request City Council's authorization for the Mayor and Clerk to enter into the attached agreements for the community credit program and the local transit program between SMART and the City of Romulus for the 2022 fiscal year.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to enter into the attached agreements for the community credit program and the local transit program between SMART and the City of Romulus for the 2022 fiscal year.

City of Romulus

Senior Citizen Center

36525 Bibbins * Romulus, Michigan 48174-1485
Telephone (734) 955-4120 * FAX (734) 941-7699

August 31, 2021

Mayor LeRoy D. Burcroff
City of Romulus
11111 Wayne Rd
Romulus, Michigan 48174

Re: 2022 Fiscal Year Municipal Credit and Community Credit Smart Contract

Dear Mayor Burcroff:

Attached is the Fiscal Year 2022 SMART Municipal and Community Credit Contract prepared for the City of Romulus. City of Romulus receives Community Credit funds from the transit millage collected by Wayne County and also Municipal Credits (State of Michigan). The City of Romulus Fiscal Year 2022 Community Credit funds are \$36,017, which includes a 1.7945% increase. The Municipal Credits are funded by MDOT and remain unchanged at \$23,598 at this time. The total allocation for this year is \$59,615 and does not include any care act funding for this fiscal year.

I have reviewed the document along with the Finance Department and recommend that the City of Romulus enter into the agreement. Should you concur, I respectfully request that this information be forwarded to City Council for a resolution authorizing the Mayor and Clerk to enter into the SMART Municipal Credit and Community Credit Contract for the fiscal year 2022

If you have any questions or require further information, please feel free to contact me. I will be in attendance at the City Council meeting.

Respectfully submitted,

Rose Swidan, Senior Services Director
City of Romulus

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY 2022

I, LeRoy D. Burcroff, Mayor, and Ellen Craig-Bragg, Clerk of **City of Romulus** (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period July 1, 2021 through June 20, 2022 (Section 1 below), and **Community Credits** available for the period July 1, 2021 to June 20, 2022 (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use **\$23,598** in **Municipal Credit** funds as follows:

- | | | |
|-----|---|----------------------------------|
| (a) | Transfer to _____
<small>TRANSFeree COMMUNITY</small> | Funding of: \$ _____ |
| (b) | Van/Bus Operations
(Including Charter and Taxi services) | At the cost of: \$ <u>23,598</u> |
| (c) | Services Purchased from SMART
(Including Tickets, Shuttle Services/Dial-a-Ride) | At the cost of: \$ _____ |
| (d) | Services Purchased from Subcontractor

(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement) | At the cost of: \$ _____ |

Total \$23,598

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State's approved budget. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by June 30, 2024; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use **\$36,017** in **Community Credit** funds available as follows:

- | | | |
|-----|--|----------------------------------|
| (a) | Transfer to _____
<small>TRANSFeree COMMUNITY</small> | Funding of: \$ _____ |
| (b) | Van/Bus Operations
(Including Charter and Taxi services) | At the cost of: \$ <u>36,017</u> |
| (c) | Services Purchased from SMART
(Including Tickets, Shuttle Services/Dial-a-Ride) | At the cost of: \$ _____ |
| (d) | Capital Purchases | At the cost of: \$ _____ |

(e) Services Purchased from Subcontractor

At the cost of: \$ _____

(NAME OF SUBCONTRACTOR)

(See attached Subcontractor Service Agreement)

Total \$36,017

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2022, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2025; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This Agreement shall be binding once signed by both parties.

**SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION**

CITY OF ROMULUS

Signature

Printed Name: _____

Title: _____

Date: _____

Signature

Printed Name: LeRoy D. Burcroff

Title: Mayor

Date: _____

Signature

Printed Name: Ellen Craig-Bragg

Title: Clerk

Date: _____

EXHIBIT A-(See Attached)

PROJECT DESCRIPTION

Overall Project Description (Provide a descriptive narrative):

Service Area (Provide geographic boundaries):

Service Times (Provide days and hours of service):

Eligible User Groups (Users eligible to use the service):

Fare Structure: (Cost to use service)

Service Mode (Describe the amount and type of vehicles available, and whether they are wheelchair lift-equipped):

Exhibit A
Project Description 2021-22

<u>Definition</u>	The City of Romulus Provides Door-to Door transportation for Doctor's visits, medical runs, dialysis treatments, personal appointments and other necessities. The program also provides transportation to and from the center for daily activities and hot lunches. Three times per month we provide door to door transportation for shopping needs. Five time per month we provide short trips for socialization.
<u>Service Area:</u>	City of Romulus, Michigan
<u>Service Hours</u>	Monday through Friday, 8 A.M to 4.P.M.
<u>Eligible user</u>	Senior Citizen 60 and older or disabled adults. Other group activities for recreation and socialization
<u>Fare structure:</u>	No fee for services.
<u>Service level:</u>	No fee for services
<u>Service level:</u>	Users must schedule appointments 24 hours in advance. On occasions, exceptions have been made for same day appointments.
<u>Trip reservation Requirements:</u>	User should book at least 24 hours in advance. On occasions, exceptions have been made for same day appointment.
<u>Service Mode:</u>	Two 14 passenger smart busses with wheelchair lifts and One 20 passenger bus with wheelchair lift.

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: CITY OF ROMULUS Contract

Period: July 1, 2021 – June 30, 2022

Account Number: 48130

OPERATING EXPENSES:

Administrative Fee: <i>(All employees other than drivers and dispatchers)</i> (10% max. of MC & CC funds)	\$ 5,961
Driver Wages	\$ 20,830
Fringe Benefits	\$ 1,991
Gasoline & Lubricants	\$ 5,304
Vehicle Insurance	\$ 2,730
Parts, Maintenance Supplies	\$ 647
Mechanic Wages	\$ 5,020
Fringe Benefits	\$ 3,261
Dispatch Wages	\$ 13,871
Other (Specify)	

Sub-Total (Operating Expenses)	\$ 59,615
---------------------------------------	------------------

PURCHASED SERVICE:

Taxi Service
Charter Service
SMART Bus Tickets
SMART Shuttle Service
SMART Dial-A-Ride
Other (Specify) _____

Sub-Total (Purchased Service) _____

CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment
Software
Vehicle
Maintenance Equipment
Other (Specify)

Sub-Total (Capital Equipment) _____

<u>TOTAL EXPENSES</u> _____ Operating	\$59,615
---	-----------------

Expenses, Purchased Service, and

Capital Equipment: _____

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds		\$23,598
Community Credit Funds		\$36,017
Specialized Services Funds	_____	
General Funds		
Farebox Revenue		
In-Kind Service		
Special Fares (Contracted Service)	_____	
Other (Specify)		

<u>TOTAL REVENUE:</u>	_____	\$59,615
------------------------------	-------	-----------------

(Note: ***TOTAL EXPENSES*** must equal ***TOTAL REVENUE***)

Agency/Community Information		
Program Type: Community Partnership Program (CPP) ☒ Specialized Service ☐ New Freedom ☐ JARC ☐ 5310 ☐		
Name of Agency/Community: City of Romulus		
Address: 11111 Wayne Road		
City: Romulus	State: MI	Zip: 48174
Agency/Community Data		
1) Has your agency/community completed in excess of \$1,000,000 in DOT federally-funded contracts from SMART in the past year?		Yes ☐ No ☒
2) Does your agency/community employ over fifty (50) transit related employees?		Yes ☐ No ☒
If the answers to the previous two questions were both "Yes", Please forward your agency's/community's Affirmative Action plan to the address below:		
Buhl Building 535 Griswold Street, Suite 600 Detroit, MI 48226 Attn: EEO Coordinator		
Have all subcontractors been informed of their responsibility to file an EEO Compliance Report A form? Yes ☒ No ☐ N/A ☐		
Testing Program Requirements		
Does your agency/community have a DOT Drug and Alcohol testing program for Safety-sensitive employees? (Vehicle operators, dispatchers, mechanics and armed security)		Yes ☒ No ☐
Who is your testing program manager? HR -- Angela Bennett		Contact Number: (734) 955-4552
Please Proceed to Employment Data Section on Back		

Employment Data
Report all Transit related permanent, temporary, or part-time employees including apprentices and on-the-job trainees. Enter the appropriate figures in the boxes below relating to an employee's race and gender.

Job Classification	Total				Race													
					Non Minority		Minority											
	White		African American		Hispanic		Asian		Pacific Islander		American Indian		Multi Race					
	Employees	Male	Female	Minority	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Manager	1		1			1												
Professionals																		
Technicians																		
Sales Workers																		
Office and Clerical Staff	2		2					2										
Craftsmen (Skilled)																		
Operators (Semi-Skilled)	2	1	1				1	1										
Laborers (Unskilled)																		
Service Workers																		
Journey Workers																		
Apprentices																		
Total	5																	

Certification	
How was this information obtained? Visual Survey: Yes x No ☐ Employment Records: Yes ☐ No ☐	
Name of Authorizing Official(Print): Rose Swidan Title: Senior Services Director	
Signature: _____ Date: 9/1/2021	
Contact Person for report: Rose Swidan Title: Senior Services Director	
Telephone: (734) 955-4130 Ext: Email: rswidan@romulusgov.com	



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **September 7, 2021**

Item No. 5B.

General Description: DDA Board Appointment

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

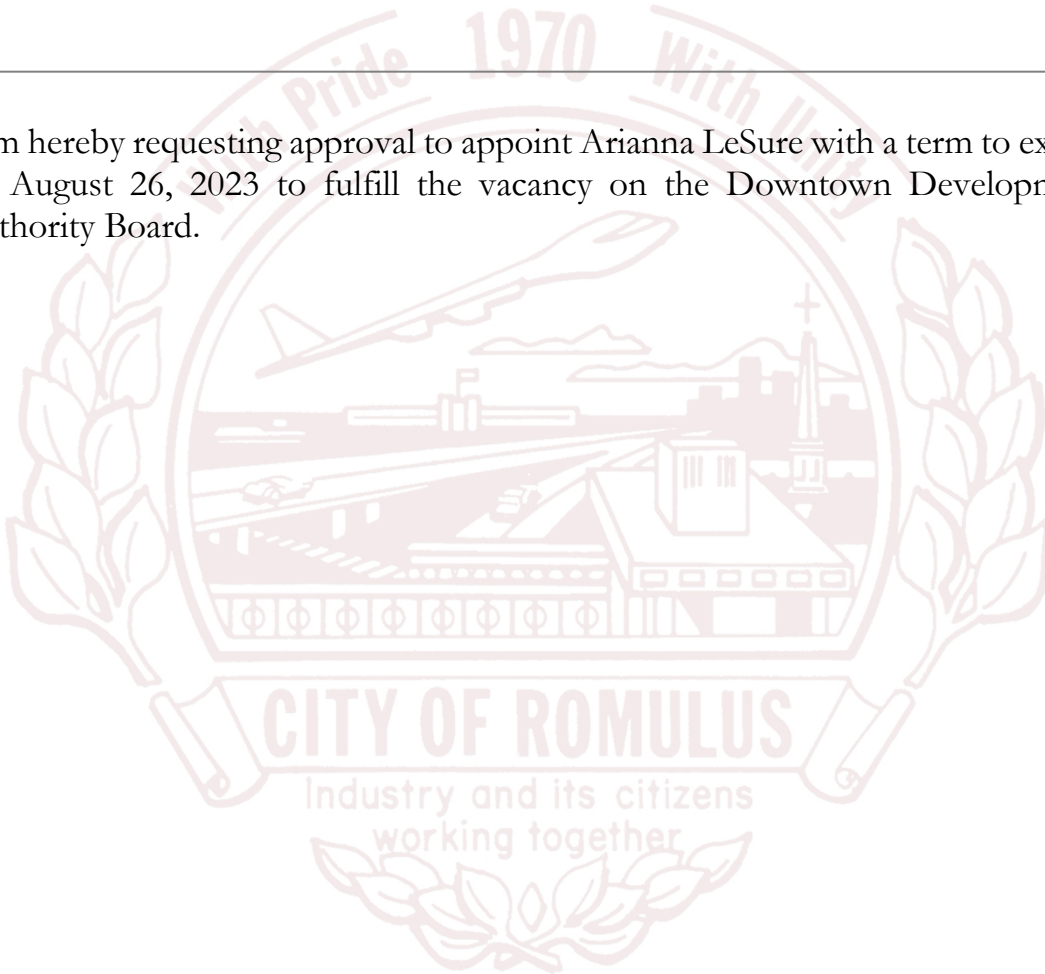
MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: DDA Board Appointment
DATE: 9/2/2021

I am hereby requesting approval to appoint Arianna LeSure with a term to expire on August 26, 2023 to fulfill the vacancy on the Downtown Development Authority Board.



Motion by _____ supported by _____, to concur with the administration and approve the appointment of Arianna LeSure with a term to expire on August 26, 2023 to fulfill the vacancy on the Downtown Development Authority Board.

INTER-OFFICE MEMORANDUM

DATE: August 26, 2021
TO: Mayor LeRoy D. Burcroff
FROM: Merrie Druyor, DDA Director 
SUBJECT: **DDA Board Appointment**

The Downtown Development Authority (DDA) shall consist of not less than (7) members nor more than (13) persons appointed by the Mayor and approved by City Council. The Authority meets on the second Wednesday of each month at 10:30 a.m. in the City Council Chambers.

On Monday, March 4, 2019, City Council approved and adopted by Resolution# 19-059 the amended DDA By-laws to increase the number of serving members from nine (9) to thirteen (13) Article II, Section 1.

We currently have one (1) vacancy on the DDA Board that have terms that will expire on the following date: August 26, 2023.

The following business representative within the DDA District have requested to be appointed to the DDA Board to fill the vacancies for the remainder of the terms listed above.

Arianna LeSure

md

Y:\DDA\Appointments-terms\re-appt letters\Memo to Mayor regarding Board appointment 8 21 1 vacant.docx



Application for Boards and Commissions

Thank you for your interest in serving on a Board or Committee.

This form provides the Mayor and City Council basic applicant information to be considered for appointment.

(PLEASE PRINT OR TYPE)

Ms. Arianna Ari Le Sure
Mr. / Mrs. / Ms. First Name Middle or Nick Name Last Name
41234 N. Woodbury Green Dr. Van Buren Twp. MI 48111-3003
Address City State Zip Code Home #
Arianna.lesure@wingsfinancial.com 734-787-7209
Email Address Cell #
Wings Financial Credit Union Business Development Mgr.
Employer Title
11200 Metro Airport Center Dr., Ste 160 Romulus MI 48174 / 734-787-7209
Address City State Zip Code Work #

How long have you lived continuously in the City of Romulus? N/A

Are you a registered voter in the City of Romulus? Yes ☐ No ☒ (Verified by Clerk's Office)

Are you a graduate of Romulus' Citizen Academy? Yes ☐ No ☒

Are you related to anyone employed by, or an elected official of the City of Romulus? Yes ☐ No ☒

If yes, please provide the person's name and your relationship: _____

Have you ever been convicted of a felony? Yes ☐ No ☒

Do you have access to electronic resources (home computer, email, Internet access)? Yes ☒ No ☐

(Many boards and committees use electronic methods to distribute meeting information.)

Select UP TO three (3) boards or committees you wish to apply for in the order of your preference:
1=First Choice, 2=Second Choice, 3=Third Choice

- | | |
|--|---|
| ☐ Arts Council & Commission | ☐ Historical Commission |
| ☐ Beautification Committee | ☐ Housing Commission |
| ☐ Board of (Zoning) Appeals | ☐ Municipal Library Board |
| ☐ Board of Review | ☐ Officer Compensation Commission |
| ☐ Brownfield Development Authority Board | ☐ Planning Commission |
| ☐ Cemetery Board of Trustees | ☐ Police, Fire & Safety Commission |
| ☐ Charter Committee | ☐ Property Disposition Committee |
| ☒ Downtown Development Authority (DDA) | ☐ Recreation Commission |
| ☐ Construction Board of Appeals | ☐ Tax Increment Finance Authority Committee (TIFA) |
| ☐ Electronic Sign Commission | |
| ☐ Environmental Protection Board | |

Professional Qualifications and/or Work Experience Relevant to the Board or Commission:

1. Served as an Romulus Rotarian From, November 2016 to April 2018.
2. Sponsor and Support the Romulus Library Summer Reading Program for the last five years.
3. Serving on the Romulus Chamber Board since 2018.

Community Activities and/or Other Experience:

I served on the Romulus Chamber board since Fall of 2018. Also, my Company Wings Financial Credit Sponsor the Romulus Library Annual Summer Reading Program for the last 5 yrs.

Educational Background:

Crockett Career and Technical Center - 1983-1985 / Nurse aid Certificate
Detroit WCCC - 1985-1987 - Associate Degree

Three Personal or Business References (List name and contact information):

Pamela Napier - 734-624-4026
Joyce Lemon - 404-803-2845
Grant Walker - 404-895-9359

Why are you interested in this particular board or commission?:

I've worked in City of Romulus for the last 22-years and very involved in the Community. I feel that I would be a great fit on the board.

Any other additional information you'd like to share:

My focus is on building business to business relationships and providing the services to the Community. By Volunteering or serving with the Chamber.

Supplemental Information: Please review the attached "Boards and Commissions Application Attachment" for the desired qualifications for each board and commission. Check the appropriate box or boxes to indicate whether you have experience or professional credentials that may be needed to fill a specific seat. Resumes are encouraged and may be attached to your **completed** application.

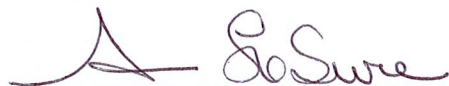
Some boards and commissions are a mix of citizens with certain qualifications and others are citizens representing the general public. Even if you do not have any of the experience or professional background listed below, we urge you to apply for consideration. Romulus needs citizens with diverse backgrounds on its boards and commissions.

Expectations: If appointed, members are expected to make every effort to be an active member of the board, committee or commission. This includes:

1. Attending meetings on a regular basis.
2. Reviewing meeting materials prior to the meeting.
3. Adhering to the city's ethics policy
4. Representing the interests of the Romulus community as a whole.
5. Learning and utilizing key tools such as plans, policies and input from public engagement.

Important Public Records Information: All information submitted in this application is public information and subject to disclosure in response to a public records request made pursuant to the Freedom of Information Act. Please contact the City Clerk's office at 734-942-7540 if you have any questions or concerns about the disclosure of specific information.

Truth and Accuracy: I certify that the information contained on this form is accurate and complete to the best of my knowledge. I understand that all information disclosed on this form will be available to the public as part of a Freedom of Information Act request.



Applicant's Signature

8-16-21

Date

Return completed forms to:

Romulus City Hall, Attn. City Clerk
11111 Wayne Rd.
Romulus, MI 48174

FOR OFFICE USE ONLY

Received by: _____

Date: _____

- ☐ Confirmed voter status
- ☐ Confirmed current *Full Disclosure Statement* on file
- ☐ Confirmed compliance with applicable federal, state and local statutes
- ☐ Confirmed receipt of Affidavit for Election Commission

Confirmed by: _____

NOTE: Your application will be kept on file for two (2) years.

BOARD AND COMMISSION APPLICATION ATTACHMENT

Arts Council & Commission

The Romulus Arts Council has been established for the purpose of promoting the culture of the arts among and including the entire population of our community; also for raising the standards of the arts through education, promotion, development and encouragement of activities in the areas of: visual, graphic, literature, music, dance, theatre and other art forms. There are seven (7) members. All terms are for two (2) years. The Arts Council meets on the third Tuesday of every month at 5:30 p.m., in the east Council Chambers at City Hall, and typically last no longer than 60 minutes. Members are appointed by the Mayor and confirmed by City Council pursuant to Chapter 2, Article IV, Division 6, Sections 2-243 – 2-245 of the Romulus Code of Ordinances, Resolution #84-870, November 13, 1984. Must be a Romulus Resident that has the desire to serve the Romulus Community.

Please check below if you have experience in:

- ☐ Visual Arts
- ☐ Performing Arts
- ☐ Literary Arts
- ☐ Architecture/Land Use Planning
- ☐ Budget/Fundraising/Grants

Beautification Committee

The purpose of the Beautification Commission is to promote exterior property upkeep, and overall curb appeal that presents the city in a positive light. There is a body of seven (7) members appointed by the Mayor and approved by the City Council for a one year term pursuant to Chapter 2, Article IV, Division 2, Sections 2-121 – 2-124 of the Romulus Code of Ordinances, Resolution #78-195, April 24, 1978. The Commission meets once a month on the third Tuesday of every month at 7:00 p.m. in the Romulus City Hall Council Chambers. All activities are planned for both Commercial and Residential Citizens. Please check below if you have experience in:

- ☐ Property Maintenance/Management
- ☐ Landscape/Landscape Architecture
- ☐ Real Estate/Development

Board of (Zoning) Appeals

This board provides for an administrative review, interpretation or exception to the Zoning Ordinance and authorizes variances as defined in the Zoning Ordinance and laws of the State of Michigan. Responsibilities include reviewing, hearing and deciding appeals, granting variances, approving temporary permits and granting special approvals as specified by the Zoning Ordinance. There are five (5) members and two alternates appointed by City Council pursuant to Section 125.3601, Michigan Compiled Laws, and Public Act 110 of 2006. All terms for members are for three (3) years. Alternates serve two (2) and three (3) years respectively. Compensation is allowed pursuant to Chapter 2, Article IV, Division 1, Section 2-96 of the Romulus Code of Ordinances. Meetings are held the first Wednesday of each month at 7:00 p.m. in the Council Chambers. Please check below if you have experience in:

- ☐ Architecture
- ☐ Building Construction/Engineering
- ☐ Land Use Planning
- ☐ Real Estate/Development Law
- ☐ Zoning

Board of Review

The Board of Review hears appeals on the assessment of real and personal property. They are also responsible for revising and correcting assessments. The Board meets for in March typically for 3 ½ days, in July for a ½ day and December for a ½ day. Meetings are typically conducted in the Council Chambers. Each member is paid \$50 per session pursuant to Chapter 2, Article IV, Division 1, Section 2.96 of the Romulus Code of Ordinances. A session is defined as a ½ day. Pursuant to City Charter Section 11.7 and Michigan State Statute MCL 211.28, members are appointed by City Council for a term of two (2) years. No elected official shall sit on the Board of Review. Please check below if you have experience in:

- ☐ Banking/Finance
- ☐ Property Appraisal/Assessing
- ☐ Real Estate/Development/Law

Brownfield Development Authority Board

The Brownfield Development Authority facilitates the implementation of brownfield plans, creates brownfield redevelopment zones, promotes revitalization, redevelopment and reuse of certain properties and other duties as prescribed by Act 381, the Brownfield Redevelopment Financing Act, of the Public Acts of the State of Michigan. The Romulus Brownfield Development Authority Board was established on July 13, 2015 by Resolution #15-253. The Board may be comprised of five (5) to nine (9) people and serve for a term of three (3) years. Meetings are only on an as-needed basis. Please check below if you have experience in:

- ☒ Banking/Finance
- ☐ New Business Development
- ☐ Real Estate Development
- ☐ Business Recruitment and Retention

Cemetery Board of Trustees

The purpose of the Cemetery Board of Trustees is to advise and advocate for the care and management of burial lots, the protection/enhancement of all landscaping, fences & monuments and history and protection of the cemetery in general. Meetings are held fourth Tuesday of each month at 4:30 p.m. in the City Council Chambers. There are five (5) trustees which serve a term of five (5) years. All committee members are Romulus residents and property owners. Members are appointed by the Mayor and approved by City Council pursuant to Chapter 2, Article VII, Section 2-409 of the Romulus Code of Ordinances and Resolution #09-348. Please check below if you have experience in:

- ☐ Real Estate/Development/Law
- ☐ Landscape Architecture
- ☐ History

Charter Committee

The purpose of the Charter Committee is to regularly review the City of Romulus Charter, and draft/submit revisions for consideration to the voters. The Committee meets on an as-needed basis. There are nine (9) members, all of whom are Romulus residents. Members of the Commission are appointed by the Mayor and approved by City Council pursuant to Chapter XVIII, Section 17.6 of the Romulus City Charter and re-established by Resolution #11-367. Please check below if you have experience in:

- ☐ Law
- ☐ Accounting
- ☐ Government

Construction Board of Appeals

The Construction Board of Appeals reviews appeals to building permits and may grant variances under certain conditions. Meetings are held on an as-needed basis. The Board consists of five (5) members appointed by the Mayor and approved by City Council for a term of five (5) years pursuant to Chapter 8, Article VI, Section 8-156 of the Romulus Code of Ordinances. The Board was established by Resolution 91-007 of January 7, 1991 to create a Construction Board of Appeals in compliance with the provisions of Section 125-1514 of the State Construction Code Act of 1972, as amended. Please check below if you have experience in:

- ☐ Architecture
- ☐ Building Construction
- ☐ Engineering
- ☐ Electrical/Plumbing/HVAC

Downtown Development Authority (DDA)

The Downtown Development Authority is a board of nine (9) local business people and residents that together with the Mayor and our elected officials work to promote the economic growth, development and revitalization of our city's original Central Business District. These responsibilities include the development and implementation of long range plans for public facilities and infrastructure, the acquisition and disposal of property, the restoration and preservation of all buildings and the correction and prevention of deterioration. The DDA promotes economic development through capital improvement projects, with the intent that it will stimulate private investment, create jobs and expand the tax base, and shall exercise such powers and duties as provided and in accordance with the terms of Public Act No. 197 of 1975 (MCL 125.1651 et seq.). The Authority meets on the second Wednesday of each month at 10:30am in the City Council Chambers, and typically last no longer than 60 minutes. The Downtown Development Authority (DDA) shall consist of not less than (7) members nor more than (13) persons appointed by the Mayor and approved by City Council pursuant to Chapter 12, Article III, Section 12-54 – 12-56 of the Romulus Code of Ordinances. Each member shall serve a term of four (4) years. Interested persons shall have an interest in property located in the downtown district or officers, members, trustees, principals, or employees of a legal entity having an interest in property located in the downtown district or shall be a resident in the downtown district. Please check below if you have experience in:

- ☐ New Business Development
- ☐ Business Recruitment, Retention and Expansion
- ☐ Marketing and Promotion
- ☐ Real Estate Development
- ☒ Banking/Finance

Electronic Sign Commission

The purpose of the Electronic Sign Committee is to enhance Romulus communications by adding another mode of communication, help Romulus be a more welcoming place for the public and promote achievements and events for and within the City of Romulus. This board meets on an as-needed basis. The commission is to include six (6) persons with four-year terms appointed by the Mayor and approved by City Council pursuant to Resolution #09-056. Must be a Romulus resident, and have a desire to serve the community. Please check below if you have experience in:

- ☐ Marketing and Promotion
- ☐ Graphic Design
- ☐ Communication

Environmental Protection Board

The Environmental Protection Board reviews applications, and accompanying documents, submitted to the City requesting approval for construction/installation of a new facility, or alteration of an existing facility, that may have environmental impacts, with respect to all State and Federal environmental protection laws. The Board comments are then provided to the applicant through public sessions/meetings scheduled by the Director of the Building Department. Meetings are held on an as-needed basis in the Council Chambers. There are five (5) members appointed by City Council for a term of three (3) years. Please check below if you have experience in:

- ☐ Environmental Protection
- ☐ Conservation
- ☐ Waste
- ☐ Health/Safety

Historical Commission

The purpose of the commission is to foster an understanding and appreciation of local history. The Commission identifies local preservation concerns and makes recommendations for future use. Meetings are held the third Wednesday of every month at 6:00 p.m. at the Kingsley House located at 11147 Hunt St., Romulus, MI 48174. The Commission consists of seven (7) members, four (4) of which are appointed by the Mayor and approved by City Council, and three (3) members selected by the Romulus Historical Society and approved by City Council. All members serve a term for two (2) years pursuant to Chapter 2, Article IV, Division 3, Sections 2-145 – 2-154 of the Romulus Code of Ordinances. Please check below if you have experience in:

- ☐ Architecture
- ☐ Building Construction/Engineering
- ☐ Historic Preservation

Romulus Housing Commission (RHC)

The Board of Commissioners at RHC is the legally and financially responsible governing body for 102 HUD funded housing units. The Commissioners approve policy and provide oversight of the Executive Director/Management Company. The Regular Meeting is the third Friday of each month at 11:00 a.m. at the RHC office located at 34200 Beverly Rd., Romulus, MI 48174. The monthly meeting last approximately 1 to 2 hours max. In addition, Special Meetings are sometimes needed to meet HUD deadlines. There are five (5) commissioners with a term of five (5) years pursuant to Chapter 12, Article II, Sections 12-19 – 12-25 of the Romulus Code of Ordinances. Members of the Housing Commission may receive compensation for actual expenses incurred. One commissioner is required to be a tenant/resident of RHC. Please check below if you have experience in:

- ☐ Residential Real Estate
- ☐ Property Management/Leasing
- ☐ Building Construction
- ☐ Low Income or Subsidized Housing
- ☐ Housing Development/Law

Municipal Library Board

The Library Board has ultimate authority and responsibility for governing, controlling, and monitoring the business and affairs of the Romulus Public Library. The Library Board may delegate such authority, as it deems proper. Policies adopted by the Library Board are binding on its officers, agents, employees, and committees. The Board is responsible for hiring and evaluating the Library Director, monitoring and evaluating the overall effectiveness of the library, setting library policies, reviewing and adopting the annual budget, developing long-term planning, advocating for the library, communicating regularly with the Director, and conducting the affairs of the board at regularly scheduled meeting. Meetings are held Third Monday of the month at 5 p.m. in the Library Meeting Room (with the exception of holidays). Meets for approximately one hour. The Library Board is comprised of five (5) members which are appointed by the Mayor and approved by City Council as established by Council Resolution #s 11-111, 11-112 & 11-113. One member is appointed to serve as Romulus city council representative and one is appointed to represent Huron Township. Members serve either a one-year, two-year, three-year, four-year, or five-year term. The city council representative serves a four-year term that corresponds with their term in office. Interested persons notify the Board of their desire to serve. Upon receiving Board approval, they notify the Mayor in writing of their interest in serving. Mayor appoints members with City Council approval. Huron Township representative also notifies the Huron Township Supervisor for approval of the appointment prior to notifying the Mayor. Please check below if you have experience in:

- ☐ Policymaking
- ☐ Finance/Budget
- ☐ Advertising/Marketing/Public Relations
- ☐ Knowledge of Libraries
- ☐ Education

Officer Compensation Commission

The Officer Compensation Commission makes a recommendation to City Council for the salary of each elected City Official. Meetings are held every odd year. The business which the local officers compensation commission may perform shall be conducted at a public meeting of the commission held in compliance with Public Act No. 267 of 1976 (MCL 15.261 et seq.). Public notice of the time, date, and place of the meeting of the commission shall be given in the manner required by such Act. The commission is comprised of seven (7) members which serve a term for seven (7) years. Members are appointed by the Mayor and approved by City Council pursuant to Chapter 2, Article IV, Division 4, Sections 2-171 – 2-184. Please check below if you have experience in:

- ☐ Elected Local Official
- ☐ Finance/Budget
- ☐ Public Sector Compensation

Planning Commission

The Planning Commission reviews and approves development proposals for compliance with the City Zoning Ordinance. The Planning Commission is also responsible for adopting the City's Master Plan and making recommendations to the City Council on zoning ordinance amendments. Meetings are typically held the third Monday of each month at 7:00 p.m. in the City Hall Council Chambers. The Planning Commission is made up of nine (9) members appointed by the Mayor and approved by City Council. All terms are for three (3) years. Members of the Planning Commission shall be qualified electors (a United States citizen who has attained the age of 21 years, who has resided in the State of Michigan for at least six (6) months and in the City of Romulus for at least 30 days) that are representative of important segments of the community such as agriculture, natural resources, recreation, education, public health, government, transportation, industry, and commerce. The membership is also representative of the entire geography of the city. Members are compensated at a rate established by resolution of the City Council pursuant to Chapter 2, Article IV, Division 1, Section 2-96 of the Romulus Code of Ordinances. Please check below if you have experience in:

- ☐ Architecture/Landscape Architecture
- ☐ Building Construction
- ☐ Civil Engineering
- ☐ Land Use Planning
- ☐ Real Estate Development

Police, Fire & Safety Commission

Members of the commission are responsible for making recommendation to the police chief and fire chief as it relates to better serving the community. Commissioners also plan and assist with community events such as Hometown Heroes Recognition, Pumpkin Feast, Fourth of July Fireworks and the Police Citizen Academy Program. Meetings are held the third Tuesday of each month at 4:00 p.m. The meetings are usually held at the Romulus City Hall, located at 11111 Wayne Rd. There are seven (7) members. All terms are for three (3) years and staggered. The members elect a chair and co-chairperson to oversee the meetings. Interested individuals must be a resident of the city of Romulus. Members of the Police, Fires & Commission are appointed by the Mayor and approved by City Council pursuant to Chapter IV, Sections 4.1-4.9 in the Romulus City Charter, Chapter 2, Article IV, Division 5, Sections 2-207 - 2-217 in the Romulus Code of Ordinances and City Council Resolution # 74-159, 2-13-1974. Please check below if you have experience in:

- ☐ Emergency Response
- ☐ Law Enforcement
- ☐ Law

Property Disposition Committee

The committee reviews all city-owned property and makes recommendations to the Mayor for review on its reuse or disposition. The committee shall be composed of the City Assessor, Community Development Director, City Clerk and two (2) residents of the City who are appointed by the Mayor and approved by the City Council to serve for four (4) year terms of office, pursuant to the Romulus City Charter, Chapter 2, Article V, Division 3, Section 2-328. Meetings are held quarterly at 10:00 a.m. in the Romulus City Hall Council Chambers. Please check below if you have experience in:

- ☐ Real Estate Development
- ☐ Land Use Planning
- ☐ Accounting/Finance

Recreation Commission

The Romulus Recreation Commission has responsibility for input of planning, promoting and administering park and recreation programs in accordance with the Program Coordinator. The Recreation Commission meets on the third Tuesday of the month from 7:00pm to 8:00pm in the city hall council chambers or have meetings before or participate in special events in the same month. The commission also has traveling meetings occasionally. There are a total of nine (9) members appointed by the Mayor and confirmed by city council for a three year term pursuant to Chapter 2, Article IV, Section 2-96 of the Romulus Code of Ordinances. The Recreation Commission members are compensated per monthly meeting/event. A potential member should be outgoing, energetic, motivated and has an interest in programming for all ages. Please check below if you have experience in:

- ☐ Fitness/Recreation
- ☐ Physical Education
- ☐ Advertising/Marketing/Public Relations
- ☐ Landscape Architecture
- ☐ Finance/Fundraising/Grants

Tax Increment Finance Authority Committee (TIFA)

The TIFA Committee initiates projects and programs to halt property value deterioration, increase property tax valuation and enhance economic activity within the district pursuant to Public Act 450 of 1980 and established by Resolution #84-537. TIFA meets on the second Tuesday of every month at 12:00 p.m. in the City Hall Council Chambers. There are 13 members which serve a term for four (4) years. Members are appointed by the Mayor and approved by City Council pursuant to Chapter 12, Article V, Sections 12-118 – 12-125 of the Romulus Code of Ordinances. Please check below if you have experience in:

- ☐ Banking/Finance
- ☐ New Business Development
- ☐ Real Estate Development
- ☐ Business Recruitment, Retention and Expansion



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **September 7, 2021**

Item No. 5C.

General Description: Five (5) Year Lease-Purchase Agreement - Comerica Leasing

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: 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 Tax Exempt Leasing Corp. for the lease-purchase of a 2021 Ford E-450 Ambulance in the amount of \$217,740.18 at a fixed interest rate of 1.67% for five (5) years with the first payment to be made on or about September 7, 2022. The City will own the vehicle at the term of the lease.

City Council approved the purchase on July 26, 2021 Res. #21-207.

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 Tax Exempt Leasing Corp. for the lease-purchase of a 2021 Ford E-450 Ambulance in the amount of \$217,740.18 at a fixed interest rate of 1.67% for five (5) years with the first payment to be made on or about September 7, 2022.



MEMORANDUM

DATE: August 30, 2021
TO: Mayor LeRoy D. Burcroff
FROM: Gary Harris, Purchasing Director
SUBJECT: **5 Year Lease-Purchase Agreement – Tax Exempt Leasing Corp**

At the regular Council meeting held 07/26/2021, by their action (Resolution # 21-207), Council approved for the purchase of one (1) 2021 Ford E-450 Ambulance by piggybacking on the Florida Sherriff's Association Contract FSA20-VEF14.01 from Excellance Inc.

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 truck.

Inquiries were made by the Purchasing Department to lending agencies to obtain quotes on interest rates for the lease/purchase financing of \$217,740.18 for the Ambulance. Varying fixed interest rates as high as 3.04% were received from agencies (for five year financing with the first payment to be made one year following receipt of the vehicle, approximately October 15, 2021). Tax Exempt Leasing Corp submitted the lowest fixed rate of 1.67%. The lease-purchasing agreement was 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 September 7, 2021. Additionally, in consideration of the research that was completed and the interest rates that were provided from the various financial institutions, the Director of Financial Services, Maria Farris, also concurs with this recommendation.

If you concur, please request Council to approve for the Mayor and Clerk to enter into the attached lease-purchase agreement with Tax Exempt Leasing Corp for the lease-purchase of a 2021 Ford E-450 Ambulance in the amount of \$217,740.18 at a fixed interest rate of 1.67% for five (5) years with the first payment to be made on or about September 7, 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

CITY OF ROMULUS, MI
Lease Schedule No. 1: \$217,740.18
Lease Purchase Financing
September 7, 2021

Closing Documents

- ✓ W-9 for Lessee – on file
- ☐ Certification of Beneficial Owners – enclosed for execution (p. 2 -Exemption)
- ☐ Master Lease Purchase Agreement – enclosed
- ☐ Lease Schedule No. 1 – enclosed
 - Ex. A Equipment Description (*VIN to be inserted when available*)
 - Ex. B Payment Schedule
- Acceptance Certificate
- ☐ Escrow Agreement – enclosed
 - Form of Disbursement Request
- ☐ Pay Proceeds Letter – enclosed
- ☐ Tax Certificate – enclosed
- ☐ Incumbency Certificate of Lessee – enclosed
- ☐ Notice & Acknowledgment of Assignment – enclosed
- ☐ Governing Body Approval of Lessee – *Lessee to provide prior to closing*
- ☐ IRS Form 8038-G – *Lessee to provide a signed copy prior to closing*
- ☐ Evidence of Insurance – *Lessee to provide at delivery/acceptance*
 - Certificate Holder & Additional Insured/Loss Payee: BciCapital, Inc.
- ☐ Vehicle MSO/Title application with lien – *Lessee to provide when available*
 - Lienholder: BciCapital, Inc.
390 N. Orange Ave. Suite 100, Orlando, FL 32801

CERTIFICATION REGARDING BENEFICIAL OWNERS OF LEGAL ENTITY CUSTOMERS**A. GENERAL INSTRUCTIONS****What is this form?**

To help the government fight financial crime, federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Who has to complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions:

- (i) a bank or credit union;
- (ii) a broker or dealer in securities;
- (iii) a mutual fund;
- (iv) a futures commission merchant; or
- (v) an introducing broker in commodities

For the purposes of this form, a legal entity includes a Corporation, Limited Liability Company, an entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country.

Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

What information do I have to provide?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of Non-U.S. Persons) for the following individuals (i.e., the beneficial owners):

- a) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and
- b) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer)..

The number of individuals that satisfy this definition of "beneficial owner" may vary. Depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified Under Section C. Regardless of the number of individuals identified under Section C, you must provide the identifying information of one individual under Section D.

It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual or up to five individuals under both sections (e.g., four 25 percent equity holders under Section C and one individual under Section D).

The financial institution may also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on this form. Lastly, there may be instances where a lower percentage of equity interest in the legal entity customer may be required.

B. EXCLUSIONS FROM THE REQUIREMENT TO COMPLETE THE CERTIFICATION OF BENEFICIAL OWNERS FORM

1. Financial institutions regulated by a federal functional regulator and banks regulated by a state bank regulator;
2. Domestic government agencies and instrumentalities, and certain legal entities with government authority;
3. Publicly held companies traded on the New York, American, or NASDAQ stock exchange and issuers of securities registered under section 12 of the Securities Exchange Act of 1934;
4. Securities and Exchange Commission ("SEC") registered investment companies, investment advisers, exchanges and clearing agencies, and other entities registered with the SEC;
5. Registered entities, commodity pool operators, commodity trading advisors, retail foreign exchange dealers, swap dealers, or major swap participants registered with the Commodity Futures Trading Commission;
6. Public accounting firms registered with the SEC;
7. U.S. bank holding companies and savings and loan holding companies;
8. Pooled investment vehicles that are operated or advised by a financial institution excluded from the definition of legal entity customer;
9. Insurance companies subject to state regulation;
10. Certain financial market utilities;
11. Foreign financial institutions whose home country regulators maintain beneficial ownership information on such institutions; and
12. Other legal entities only to the extent that they open private banking accounts subject to FinCEN's private banking account rule.
13. Equipment financing under one of the following: 1) BciC/CNB Pays the vendor directly from an invoice or 2) BciC/CNB is purchasing a lease or loan from a Financial Institution and the proceeds are remitted to the Financial Institution.

Partially excluded entities that only require the Controlling Party (Section D) to be completed:

14. Pooled investment vehicles operated or advised by a financial institution not excluded from the definition of legal entity customer (such as certain foreign funds); and
15. Charities, non-profit organizations, and other similar entities that have filed their organizational documents with the appropriate state authority.

YES ☒ NO ☐ IS THE TRANSACTION EXEMPT FOR ENHANCED BENEFICIAL OWNERSHIP DUE DILIGENCE?

IF EXEMPT THEN 1) INDICATED THE PROVISION IN SECTION B ABOVE PROVIDING THE EXEMPTION IN LINE BELOW; 2) ENTER THE COMPANY INFORMATION REQUESTED; AND 3) SIGN AND DATE THE FORM.

IF NOT EXEMPT, CONTINUE COMPLETING THE FORM (SECTIONS C AND D) FOR EXECUTION BY THE APPROPRIATE INDIVIDUALS OF THE COMPANY.

EXEMPTION EXCLUSION: Government (#2)

NAME OF LEGAL ENTITY: City of Romulus, MI

ADDRESS OF LEGAL ENTITY: 11111 Wayne Rd, Romulus, MI 48174

PRINT CLIENT NAME: LeRoy D. Burcroff, Mayor

CLIENT SIGNATURE: _____

DATE: _____

CERTIFICATION OF BENEFICIAL OWNERS FORM

Name of natural person opening account	Title
Name of Legal Entity	Type of Legal Entity
Address of Legal Entity	

C. BENEFICIAL OWNERSHIP INFORMATION

Using the space below, list each individual who owns 25 percent or more of the equity interests of the legal entity listed above (10 percent requirement is applicable for Foreign Legal Entities or other types of accounts as determined by City National Bank("CNB")/BciCapital ("BciC"); directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise.

The Certification of Beneficial Ownership form is not required for certain types of accounts, including but not limited to:

- Financial institutions regulated by a federal functional regulator and banks regulated by a state bank regulator;
- Domestic government agencies and instrumentalities, and certain legal entities with government authority;
- Publicly held companies traded on the New York, American, or NASDAQ stock exchange and issuers of securities registered under section 12 of the Securities Exchange Act of 1934.
- Equipment financing under one of the following:
 - BciC and/or CNB pays the vendor directly for new or used equipment from an invoice on a lease or a loan.
 - BciC and/or CNB is purchasing a lease or loan from a Financial Institution and the proceeds of that lease or loan purchase is remitted to the Financial Institution.

Please refer to Section B for the complete list of excluded entity types.

For Pooled Investment Vehicles, NGOs and Charities, skip to Section D: Controlling Party Information. Beneficial ownership information is not applicable for these organizations.

☐ Check if ownership percentage is below applicable percentage described above.

Name (First and Last)	Date of Birth (MM/DD/YYYY)	Physical Address and Country No P.O. Boxes (Residential or Business)	For U.S. Persons: Social Security # For Non-U.S. Persons: Passport Number of Country of Issuance or other Similar Identification	Ownership Percentage

D. CONTROLLING PARTY INFORMATION

Provide the following information for one individual with significant responsibility for managing the legal entity listed above.

- ☐ An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
- ☐ Any other individual who regularly performs similar functions; or
- ☐ If an individual listed under Section C (Beneficial Ownership Information) is also the Controlling Party for the legal entity, insert below only the name (first & last) of that party.

Name

Title

Physical Address and Country (Residential or Business)

Date of Birth (MM/DD/YYYY)

Select one of the following:

☐ For U.S. Person
Social Security Number: _____

☐ For Non-U.S. Person
Passport Number: _____
Country Issued: _____

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED IN THIS CERTIFICATION IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. IN ADDITION, I REPRESENT AND WARRANT THAT:

- (1) CITY NATIONAL BANK ("BANK") CAN RELY ON THIS CERTIFICATION IN CONNECTION WITH ANY RENEWAL, MODIFICATION, OR ROLLOVER OF ANY PRODUCT OR SERVICE; AND**
- (2) THE LEGAL ENTITY HEREIN SHALL PROMPTLY NOTIFY THE BANK OF ANY CHANGES IN ITS BENEFICIAL OWNER(S) (SECTION C) OR THE CONTROLLING PARTY (SECTION D).**

Print Name

Signature

Date

MASTER LEASE PURCHASE AGREEMENT

This Master Lease Purchase Agreement (this "Agreement"), dated as of September 7, 2021, is made and entered into by and between Tax-Exempt Leasing Corp. ("Lessor"), and the City of Romulus, a political subdivision of the State of Michigan ("Lessee").

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. LEASE OF EQUIPMENT; FUNDING

1.1. Lease; Possession and Use. Lessor hereby agrees to sell, transfer and lease to Lessee, and Lessee hereby agrees to acquire, purchase and lease from Lessor the property described in each Lease Schedule (defined herein) executed and delivered by Lessor and Lessee, upon the terms and conditions set forth herein, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto (the "Equipment"). Each Lease executed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent lease and installment purchase of the Equipment described therein. This Agreement is not a commitment by Lessor to enter into any Lease and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease. The decision whether Lessor enters into any Lease is within Lessor's sole discretion. As used herein, (i) "Lease Schedule" means a schedule substantially in the form attached as Exhibit A to this Agreement, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented, and (ii) "Lease" means a Lease Schedule each together with this Agreement the terms and conditions of which are incorporated therein.

1.2. Funding. Unless otherwise provided in the applicable Lease Schedule, in order to provide financing to pay the costs to acquire and install the Equipment set forth in the applicable Lease Schedule (the "Purchase Price"), Lessor and Lessee shall, if applicable, execute and deliver an escrow agreement relating to such Lease Schedule in form and substance and with an escrow agent satisfactory to Lessor (an "Escrow Agreement"). If all conditions set forth in Section 1.3 have been satisfied in full or waived, then Lessor will deposit or cause to be deposited into an escrow fund under the related Escrow Agreement, or pay to Lessee an amount equal to the Purchase Price for the Equipment to be financed under the related Lease Schedule.

1.3. Funding Requirements. The funding of the Purchase Price and the performance by Lessor of any of its obligations pursuant to any Lease, are subject to the satisfaction or waiver of the following:

(a) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage or self-insurance as required by the Lease; (2) an opinion of Lessee's counsel and/or bond counsel to Lessee; (3) waivers of third parties holders of interests in the real property where the Equipment will be located, as Lessor may deem necessary; (4) copies of resolutions by Lessee's governing body, duly authorizing the Lease and the Escrow Agreement and incumbency certificates for the person(s) executing the Lease and the Escrow Agreement; (5) such documents and certificates as Lessor may request relating to federal tax-exemption of interest payable under the Lease, including (without limitation) IRS Form 8038-G or 8038-GC and evidence of the adoption of a reimbursement resolution or other official action in the event that Lessee is to be reimbursed for expenditures that it has paid more than 60 days prior to the funding of the Purchase Price; (6) if the Purchase Price will be paid to Lessee (or vendor(s) or supplier(s) of the Equipment on behalf of Lessee), an acceptance certificate for the Equipment (substantially in the form attached as Exhibit B to this Agreement)(an "Acceptance Certificate"), and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

(b) Lessee has executed and delivered to Lessor the Lease Schedule, its related Payment Schedule and the related Escrow Agreement (if applicable);

(c) no Event of Default shall have occurred and be continuing under any Lease;

(d) no material adverse change shall have occurred in the financial condition of Lessee;

(e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (defined herein) other than the respective rights of Lessor and Lessee as herein provided; and

(f) all representations of Lessee in the Lease remain true, accurate and complete.

1.4. Delivery, Installation and Acceptance of Equipment. Lessee shall order each Equipment, shall cause the Equipment to be delivered and installed at the locations specified under the applicable Lease Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. If the Purchase Price is deposited under an Escrow Agreement for the acquisition of the Equipment, such funds shall be disbursed as provided therein. The insufficiency of proceeds of any Lease to pay all costs of the Equipment subject thereto shall not affect Lessee's obligations under this Section. When the Equipment described in such Lease Schedule is delivered, installed and accepted, Lessee shall promptly execute and deliver to Lessor an Acceptance Certificate for the Equipment.

2. TERM

2.1. Term. The term of each Lease (the "Lease Term") shall commence on the Lease Date set forth in the applicable Lease Schedule and shall terminate upon payment of all Rental Payments, unless sooner terminated pursuant to the Lease.

3. RENTAL PAYMENTS

3.1. Rental Payments. Lessee agrees to pay the rent payments ("Rental Payments") in the amounts and on the dates (each a "Payment Date") as specified in the Payment Schedule attached to each Lease Schedule. A portion of each Rental Payment is paid as interest as specified in the Payment Schedule for each Lease. All Rental Payments shall be paid to Lessor, at such places as Lessor may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments with lawful money of the United States of America from moneys legally available therefor.

3.2. Current Expense. The obligations of Lessee, including its obligation to pay the Rental Payments due in any fiscal year shall constitute a current expense of Lessee for such fiscal year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State of Michigan (the "State"). THE RENTAL PAYMENTS ARE TO BE MADE ONLY FROM LESSEE'S LEGALLY AVAILABLE REVENUES APPROPRIATED ON AN ANNUAL BASIS, AND NEITHER LESSEE, THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE UNDER A LEASE FROM THE COMPELLED LEVY OF AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE LEGALLY AVAILABLE REVENUES APPROPRIATED BY LESSEE ON AN ANNUAL BASIS. Nothing herein shall constitute a pledge by Lessee of the full faith and credit or taxing power of the Lessee. The person or entity in charge of preparing Lessee's budget will include in the budget request for each fiscal year the Rental Payments to become due during such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all Rental Payments coming due therein. Lessor acknowledges that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform. Lessee reasonably believes that moneys in an amount

sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the applicable Lease Terms.

3.3. Unconditional Rental Payments. Subject to Section 3.4 hereof: (a) Lessee's obligation to make Rental Payments and any other payments hereunder shall be absolute and unconditional; (b) Lessee shall make these payments when due and shall not withhold any of these payments pending final resolution of any disputes; (c) Lessee shall not assert any right of set-off or counterclaim against its obligation to make these payments; (d) Lessee's obligation to make Rental Payments or other payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment; and (e) Lessee shall be obligated to continue to make payments required of it by this Agreement if title to, or temporary use of, the Equipment or any part thereof shall be taken under exercise of the power of eminent domain.

3.4. Nonappropriation. If during the then current fiscal year of Lessee, sufficient funds are not appropriated to make Rental Payments required under a Lease for the following fiscal year (an "Event of Nonappropriation"), Lessee shall be deemed not to have renewed such Lease for the following fiscal year, and the Lease shall terminate at the end of the then current fiscal year, and Lessee shall not be obligated to make Rental Payments under the Lease beyond the then current fiscal year for which funds have been appropriated. Upon an Event of Nonappropriation, Lessee shall return the Equipment subject to the Lease to Lessor in accordance with the requirements of Section 11.3. Lessee shall notify Lessor in writing no later than 30 days following an Event of Nonappropriation, but failure to provide such notice shall not operate to extend the Lease Term. If Lessee fails to return the applicable Equipment or otherwise comply with Section 11.3, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments that would thereafter have come due if the Lease had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. In addition, Lessor may, by written instructions to any escrow agent who is holding proceeds of the Lease, instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor.

3.5 Security Interest. As security for Lessee's obligations to pay all Rental Payments and all other amounts due and payable under each Lease and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due or existing or hereafter arising) of Lessee under such Lease, Lessee hereby grants to Lessor a first priority, security interest in any and all of the Equipment (now existing or hereafter acquired) under each Lease, moneys and investments held from time to time in the escrow fund under each Escrow Agreement and any and all proceeds of any of the foregoing. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code financing statements and any amendments thereto and certificates of title or certificates of origin (or applications thereof) noting Lessor's interest thereon.

4. PURCHASE AND PREPAYMENT

4.1. End of Lease Term. Lessee shall have the option to purchase all of the Equipment under a Lease upon the expiration of the Lease Term and payment in full of all Rental Payments then due and all other amounts then owing under the Lease, and the payment of \$1.00 to Lessor.

4.2. Optional Prepayment. Lessee shall have the option to prepay its obligations under any Lease in whole but not in part on any Payment Date as set forth in the applicable Payment Schedule, but

only if and to the extent the Lease Schedule provides for such prepayment. Lessee shall give written notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option will be exercised and shall pay to Lessor not later than such Payment Date an amount equal to all Rental Payments and any other amounts then due or past due under such Lease, including the Rental Payment due on the Payment Date on which the option shall be effective, and the applicable Prepayment Price set forth in the applicable Payment Schedule (the "Prepayment Price").

4.3. Excess Proceeds. Lessee's obligations under a Lease shall be prepaid in part from the excess proceeds of the Lease on the terms set forth in any Escrow Agreement pursuant to which proceeds of the Lease are being held.

4.4. Release of Lessor's Interest. Upon timely receipt, in collected funds, of all amounts required for the purchase of the Equipment subject to any Lease pursuant to Section 4.1 or the prepayment in whole of any Lease pursuant to Section 4.2, such Lease shall terminate, all of Lessor's right, title and interest in and to the Equipment shall terminate, and Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably request to evidence the termination of the Lease and Lessor's interest in the Equipment, without warranty by or recourse to Lessor.

5. REPRESENTATION, WARRANTIES AND COVENANTS.

5.1. Representations and Warranties. Lessee shall be deemed to make the following representations and warranties to Lessor with respect to each Lease, in each case as of the Lease Date for such Lease:

(a) Lessee is a state or political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"), duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into this Agreement, the Lease and the transactions contemplated hereby and thereby, and to perform all of its obligations under this Agreement and the Lease.

(b) The execution and delivery of this Agreement and the Lease Schedule have been duly authorized by all necessary action of Lessee's governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement and the acquisition and financing of the Equipment by Lessee.

(c) This Agreement and the Lease Schedule have been duly executed and delivered by and constitute the valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms.

(d) The execution, delivery and performance of this Agreement and the Lease Schedule by Lessee does not (i) violate any State or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee, or (ii) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Lessee is bound.

(e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Agreement or the Lease Schedule or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement or the Lease Schedule.

(f) Lessee or Lessee's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during the current fiscal year, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

(g) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the applicable Lease Term.

5.2. Tax Covenants.

(a) Lessee covenants and agrees that it will (i) complete and timely file an information reporting return with the Internal Revenue Service ("IRS") in accordance with Section 149(e) of the Code; (ii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy IRS guidelines for permitted management contracts, as the same may be amended from time to time; (iii) invest and reinvest moneys on deposit in any escrow fund related to each Lease from time to time in a manner that will not cause such Lease to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; (iv) rebate an amount equal to excess earnings in any such escrow fund to the federal government if required by, and in accordance with, Section 148(f) of the Code and make the determinations and maintain the records required by the Code; and (v) comply with all provisions and regulations applicable to establishing and maintaining the excludability of the interest component of the Rental Payments under each Lease from federal gross income pursuant to Section 103 of the Code.

(b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor that Lessor may not exclude the interest component of any Rental Payment under a Lease from federal gross income, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rental Payments under the Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after tax yield on the transaction evidenced by such Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent to Lessor on each succeeding Rental Payment due date in such amount as will maintain such after tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error).

6. INSURANCE; CASUALTY AND CONDEMNATION

6.1. Liability and Property Insurance. Lessee shall, at its own expense, procure and maintain continuously in effect during each Lease Term: (a) public liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the Equipment sufficient to protect Lessor and its assigns from liability in all events, with a coverage of not less than \$1,000,000 per occurrence unless specified differently in the related Lease Schedule, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment or the applicable Prepayment Price.

6.2. Insurance Requirements. All insurance policies required by Section 6.1 shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any change in the coverage (including cancellation) the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each liability insurance policy shall be endorsed to name Lessor and its assigns as an additional insured party and each casualty and

property insurance policy shall be endorsed to name Lessor and its assigns as loss payee, in each case regardless of any breach of warranty or other act or omission of Lessee. Lessee may self-insure against the risks described in Section 6.1 with the prior written consent of Lessor.

7. ADDITIONAL OBLIGATIONS

7.1. Use and Maintenance of Equipment. Lessee shall, at its own expense, maintain the Equipment in good condition and proper working order, and shall make all necessary repairs and replacements to keep the Equipment in such condition. The Equipment will be used by Lessee only for the purpose of performing Lessee's essential governmental functions. Lessee shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any manufacturer's guidelines or in violation of any applicable law or regulation or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment. Lessee shall have sole responsibility to maintain and repair the Equipment. Lessee shall keep (or in the case of Equipment constituting motor vehicles, house) the Equipment at the address specified in the related Lease Schedule; provided that Lessee may change the location at which any Equipment is kept (or housed) with thirty (30) days prior written notice to Lessor specifying the address of the new location. Lessee shall provide Lessor access at all reasonable times to examine and inspect the Equipment and provide Lessor with such access to the Equipment as may be reasonably necessary to perform maintenance on the Equipment in the event of failure by Lessee to perform its obligations hereunder. If Lessor reasonably determines that Lessee is not maintaining any of the Equipment in accordance with this Section, Lessor may (in addition to any other remedies it may have) require Lessee to enter into maintenance contracts for such Equipment in form approved by Lessor and with approved providers.

7.2. Taxes. Lessee shall pay all taxes, assessments and other charges which are assessed or levied against the Equipment or any part thereof, during the Lease Term, whether assessed against Lessee or Lessor. With respect to any taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Equipment.

7.3. Modification of Equipment. Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will change or impair the originally intended value, function or use of the Equipment.

7.4. Liens. Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or other claim with respect to the Equipment (each, a "Lien"), other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such claim if the same shall arise at any time.

7.5. Financial Information. Lessee shall deliver to Lessor (i) its annual audited financial statements within 270 days after the end of each fiscal year, (ii) its annual budget for each fiscal year promptly following approval thereof, and (iii) such other financial statements and information relating to the ability of Lessee to satisfy its obligations under this Agreement and the Lease as may be reasonably requested by Lessor from time to time.

8. TITLE; NO WARRANTIES BY LESSOR

8.1. Title. During the Lease Term, legal title to all Equipment shall be in Lessee, subject to Lessor's interests under the applicable Lease Schedule and this Agreement. Upon an Event of Default or an Event of Nonappropriation, title shall immediately vest in Lessor free and clear of any right, title or interest of Lessee.

8.2. Personal Property. The Equipment is and shall at all times be and remain personal property and not fixtures.

8.3. No Warranties. LESSEE ACQUIRES AND LEASES THE EQUIPMENT UNDER EACH LEASE "AS IS." LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT UNDER ANY LEASE. LESSOR DOES NOT REPRESENT THE MANUFACTURER, SUPPLIER, OWNER OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT UNDER ANY LEASE. NEITHER THE MANUFACTURER, SUPPLIER OR DEALER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE MANUFACTURER, SUPPLIER OR DEALER IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease Term under each Lease, Lessor assigns to Lessee any manufacturer's or supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor for the benefit of the Lessee in accordance with Lessee's specifications from suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or supplier's product warranties or guaranties, (d) no manufacturer or supplier or any representative of said parties is an agent of Lessor, (e) any warranty, representation, guaranty or agreement made by any manufacturer or supplier or any representative of said parties shall not be binding upon Lessor, and (f) the Lessor shall cause the supplier to identify the Lessee as an intended beneficiary of its warranty, if any.

9. RISK OF LOSS; CASUALTY

9.1. Risk of Loss. As between Lessee and Lessor, Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part for any reason whatsoever. No loss to any Equipment shall relieve Lessee from the obligation to make any Rental Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 9.

9.2. Notice of Loss. If a casualty occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

9.3. Application of Proceeds. If Lessor determines that any item of Equipment has suffered a casualty loss is beyond repair, then Lessee shall either: (a) immediately replace such Equipment with similar equipment in good repair, condition and working order free and clear of any liens and deliver to Lessor a purchase order, bill of sale or other evidence of sale to Lessee covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease, or (b) on the next scheduled Payment Date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rental Payment due on such date, plus (ii) an amount equal to the applicable Prepayment Price set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Prepayment Price to be paid by Lessee with respect to such Equipment.

9.4. Claims and Expenses. Lessee shall bear the risk of loss for, shall pay directly and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

10. ASSIGNMENT

10.1. Assignment by Lessor. Lessor may assign its rights, title and interest in and to any Lease, any Equipment or any Escrow Agreement (including the escrow fund thereunder), and/or may grant or assign a security interest in any Lease, its Equipment or any Escrow Agreement (including the escrow fund thereunder), in whole or in part, to any party at any time and from time to time without Lessee's consent. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease and Escrow Agreement. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease, its Equipment or any Escrow Agreement (including the Escrow Fund thereunder) shall be enforceable against Lessee only after Lessee receives a written notice of assignment that discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

10.2. Assignment and Subleasing by Lessee. Neither this Agreement nor any Lease or any Equipment may be assigned, subleased, sold, transferred, pledged or mortgaged by Lessee.

11. EVENTS OF DEFAULT; REMEDIES

11.1. Events of Default Defined. The occurrence of any of the following events with respect to a Lease shall constitute an Event of Default under the Lease:

(a) Lessee's failure to pay any Rental Payment or other amount required to be paid to Lessor under the Lease within ten (10) days following the due date thereof, other than by reason of an Event of Nonappropriation;

(b) Lessee fails to perform or observe any of its obligations under Section 6, 7.4 or 10.2 hereof;

(c) With the exception of the above clauses (a) or (b), Lessee's failure to perform or abide by any condition, agreement or covenant with respect to the Lease for a period of thirty (30) days after written notice by Lessor to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration;

(d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made;

(e) Lessee is in default with respect to the payment or performance of any indebtedness, liability or obligation to Lessor or any of its affiliates under any note, loan agreement, security agreement, lease, title retention or conditional sales agreement or any other instrument or agreement (including the occurrence of any Event of Default under any other Lease then held by Lessor), whether accelerated or otherwise and any applicable grace period with respect thereto has expired; or

(f) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency, moratorium or similar law.

11.2. Remedies on Default. Upon the occurrence of any Event of Default with respect to a Lease, Lessor shall have the right, at its option and without any further demand or notice to one or more or all of the following remedies with respect to the Lease:

(a) Lessor, with or without terminating the Lease, may declare all Rental Payments payable under the Lease to the end of the then-current fiscal year of Lessee to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 11.3 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand, without any court order or other process of law and without liability for any damage occasioned by such repossession; and Lessor may thereafter dispose of the Equipment. If Lessor terminates the Lease and disposes of any or all of the Equipment, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs and expenses (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all costs and expenses incurred in completing the disposition of the Equipment; (iii) any sales or transfer taxes incurred in the disposition of the Equipment; (iv) any Rental Payments payable under the Lease to the end of the then-current fiscal year of Lessee; (v) the outstanding principal component of Rental Payments under the Lease; and (vi) any other amounts then due under the Lease. Any disposition proceeds remaining after the requirements of clauses (i), (ii), (iii), (iv), (v) and (vi) have been met shall be paid to Lessee. No deficiency shall be allowed against Lessee, except with respect to any unpaid Rental Payments to the end of the then-current fiscal year of Lessee and unpaid costs and expenses incurred by Lessor in connection with the repossession and disposition of the Equipment.

(c) By written notice to any escrow agent that is holding proceeds of the Lease under an Escrow Agreement, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Lease; or

(d) Lessor may exercise any other remedy available, at law or in equity, with respect to such Event of Default. Lessee shall pay the reasonable attorneys' fees and expenses incurred by Lessor in exercising any remedy hereunder.

(e) The occurrence of an Event of Default with respect to any Lease Schedule shall, at the sole discretion of Lessor, constitute an Event of Default with respect to any or all Lease Schedules to which it is then a party. Notwithstanding the foregoing, Lessor may exercise all rights and remedies hereunder independently with respect to each Lease Schedule.

11.3. Return of Equipment; Release of Lessee's Interest. Upon termination of any Lease prior to the payment of all Rental Payments or the applicable Prepayment Price (whether as result of an Event of Nonappropriation or Event of Default) thereunder, Lessee shall, within ten (10) days after such termination,

at its own expense: (a) perform any testing and repairs required to place the related Equipment in the condition required by Section 7; (b) if deinstallation, disassembly or crating is required, cause such Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; (c) return such Equipment to a location in the continental United States specified by Lessor, freight and insurance prepaid by Lessee; and (d) comply with any additional return conditions specified in the Lease Schedule. Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

With respect to any provision of the Agreement requiring Lessee to return all or any portion of the Equipment to Lessor or to transfer title to all or any portion of the equipment to Lessor, Lessee agrees to voluntarily do so. In the event that Lessee fails or refuses to return or transfer the Equipment or title thereto voluntarily as set forth above, Lessor acknowledges that the Agreement does not and shall not create a right in Lessor to involuntarily dispossess Lessee of title to or possession of all or any item of the Equipment.

11.4. Late Charge. To the extent permitted by applicable law, Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at a rate equal to the interest rate set forth in the applicable Lease Schedule plus 5% per annum or the maximum amount permitted by law, whichever is less (the "Default Rate"), from such date.

11.5. No Remedy Exclusive. Each of the rights and remedies under this Agreement and each Lease is cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement or any Lease. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of the Agreement or any Lease, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times.

11.6. Costs and Attorneys' Fees. Upon the occurrence of an Event of Default, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts payable hereunder, all of Lessor's costs of collection, including reasonable attorneys' fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid, and shall bear interest at the Default Rate. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial and on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

12. MISCELLANEOUS PROVISIONS

12.1. Notices. All written notices to be given under this Agreement shall be given (a) personally, (b) by mail in registered or certified form, with postage prepaid, or (c) by overnight courier, charges prepaid, in each case to the party entitled thereto at its address specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time, and to any assignee at its address as it appears on the registration books maintained by Lessee. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail, 24 hours after deposit with a courier, or, if given by other means, when delivered.

12.2. Binding Effect. This Agreement and each Lease hereunder shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. Specifically, as used herein the term "Lessor" means, with respect to a Lease, any person or entity to whom Lessor has assigned its right to receive Rental Payments under such Lease.

12.3. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12.4. Entire Agreement; Amendments. Each Lease constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. Each Lease may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

12.5. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

12.6. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to perfect, confirm, establish, reestablish, continue or complete the interests of Lessor in this Agreement and each Lease, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and each Lease.

12.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

12.8. Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein or in any Lease Schedule, in no event shall this Agreement or any Lease hereunder require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law. Any such excess interest or fees shall first be applied to reduce principal, and when no principal remains, refunded to Lessee. In determining whether the interest paid or payable exceeds the highest lawful rate, the total amount of interest shall be spread through the applicable Lease Term so that the interest is uniform through such term.

12.9. Waiver of Jury Trial. To the extent permitted by applicable law, Lessor and Lessee hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Agreement.

12.10. USA Patriot Act Compliance Notification. Lessor hereby notifies Lessee that pursuant to the requirements of the USA PATRIOT Act (the "Patriot Act"), it is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Patriot Act. Lessee shall, promptly upon Lessor's request, provide all documentation and other information that Lessor requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

12.11. Relationship of Parties. Lessee acknowledges and agrees that (i) this Agreement and each Lease and the transactions related thereto is an arm's-length commercial transaction between Lessor and Lessee, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, Lessor is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of Lessee, (iii) Lessor has not assumed an advisory or fiduciary responsibility in favor of Lessee with respect to the transactions contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether Lessor or any affiliate thereof has

provided other services or is currently providing other services to Lessee on other matters) and Lessor has no obligation to Lessee with respect to the transactions contemplated hereby except the obligations expressly set forth in this Agreement and any Lease, and (iv) Lessee has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

12.12. Filing of Leases. Lessee shall not file or submit, or permit the filing or submission, of all or any portion this Agreement or any Lease, any document related to this Agreement or any Lease, any default, event of acceleration, termination event, waiver, modification of terms or other similar events relating to this Agreement or any Lease or any summary of the foregoing with the Municipal Securities Rulemaking Board (“MSRB”) (or any successor to the MSRB or similar entity or service) unless such document or portion thereof has been provided to the Lessor in advance for review and redaction to the extent required by the Lessor and otherwise permitted under applicable MSRB rules or federal securities law, if any. Lessor is not responsible for the Lessee’s or any other entity’s compliance with any continuing disclosure obligations under any applicable securities law or related agreement or undertaking.

12.13. Counterparts. This Agreement and any Lease Schedules may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and in making proof of this Agreement and any Lease Schedules it shall not be necessary to produce or account for more than one such counterpart.

12.14. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement and any Lease Schedule shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement and such Lease Schedule(s). The parties agree that any electronically signed document (including this Agreement and any Lease Schedule) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts”, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

[The remainder of this page is intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its name by its duly authorized officer.

CITY OF ROMULUS

Lessee

TAX-EXEMPT LEASING CORP.

Lessor

By: _____

Name: LeRoy D. Burcroff

Title: Mayor

Address: 11111 Wayne Rd
Romulus, MI 48174
Attn: Maria Farris
Finance Director

Telephone: (734) 942-7500

E-mail: mfarris@romulusgov.com

By: _____

Name: Mark M. Zaslavsky

Title: President

Address: 203 E. Park Avenue
Libertyville, Illinois 60048
Attn. Mark M. Zaslavsky
President

Telephone: (847) 247-0771

E-mail: markz@taxexemptleasing.com

[Signature Page to Master Lease Purchase Agreement]

LEASE SCHEDULE NO. 1
to Master Lease Purchase Agreement

Dated: September 7, 2021 (the "Lease Date")

This Lease Schedule (this "Lease Schedule") relates to the Master Lease Purchase Agreement dated as of September 7, 2021 (the "Agreement") between the undersigned Lessor and Lessee, together with the terms and conditions of the Agreement incorporated herein by reference, constitutes a Lease. Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Agreement. All terms and conditions of the Agreement are incorporated herein by reference.

1. Equipment Description. As used in the Lease, "Equipment" means all of the property described in Exhibit 1 attached to this Lease Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. Purchase Price. The Purchase Price for the Equipment is \$217,740.18, which amount shall be deposited in the escrow fund established under the Escrow Agreement dated September 7, 2021 related to this Lease Schedule between Lessor, Lessee, and City National Bank of Florida.
3. Rental Payments; Lease Term. The Rental Payments to be paid by Lessee to Lessor, the Lease Date of this Lease and the Lease Term of this Lease are set forth on the Payment Schedule attached to this Lease Schedule as Exhibit 2.
4. Essential Use; Current Intent of Lessee. Lessee represents that (a) the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority and will not be used in a trade or business of any person or entity, and (c) the useful life of the Equipment is not less than the stated full Lease Term of this Lease. Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the near future. Lessee currently intends for the full Lease Term: to use the Equipment; and to continue this Lease.
5. Representations, Warranties and Covenants. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of execution of this Lease Schedule.
6. Bank Qualified. Lessee certifies that it has designated this Lease as a qualified tax-exempt obligation in accordance with Section 265(b)(3) of the Code, that it has not designated more than \$10,000,000 of its obligations as qualified tax-exempt obligations in accordance with such Section for the current calendar year and that it reasonably anticipates that the total amount of tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.
7. Optional Prepayment. As provided in Section 4.2 of the Agreement, Lessee has the option to prepay its obligations under this Lease Schedule to the extent provided herein, therefore, the Payment Schedule attached hereto as Exhibit 2 sets forth the applicable Prepayment Price for any Payment Date on which such option is available.

IN WITNESS WHEREOF, Lessor has caused this Lease Schedule to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Lease Schedule to be executed in its name by its duly authorized officer.

CITY OF ROMULUS

Lessee

TAX-EXEMPT LEASING CORP.

Lessor

By: _____

Name: LeRoy D. Burcroff

Title: Mayor

Address: 11111 Wayne Rd
Romulus, MI 48174
Attn: Maria Farris
Finance Director

Telephone: (734) 942-7500

E-mail: mfarris@romulusgov.com

By: _____

Name: Mark M. Zaslavsky

Title: President

Address: 203 E. Park Avenue
Libertyville, Illinois 60048
Attn: Mark M. Zaslavsky
President

Telephone: (847) 247-0771

E-mail: markz@taxexemptleasing.com

Equipment Description

One (1) new 2022 Excellance Ambulance on a Ford E-450 chassis, plus additional equipment to outfit the vehicle.

VIN _____

Equipment Total: \$217,740.18

Location of Equipment: Romulus Fire Department

Payment Schedule

Annual Rate: 1.67%

Payment Date	Payment Amount	Interest	Principal	Prepayment Price
9/7/2021				
9/7/2022	\$ 45,753.88	\$ 3,636.26	\$ 42,117.62	\$ 180,013.12
9/7/2023	45,753.88	2,932.90	42,820.98	136,121.62
9/7/2024	45,753.88	2,217.79	43,536.09	91,273.96
9/7/2025	45,753.88	1,490.73	44,263.15	45,677.38
9/7/2026	45,753.88	751.54	45,002.34	0.00
	\$ 228,769.40	\$ 11,029.22	\$ 217,740.18	

ACCEPTANCE CERTIFICATE

Tax-Exempt Leasing Corp.
203 E. Park Avenue
Libertyville, Illinois 60048

Re: Lease Schedule No. 1 dated September 7, 2021 (the "Lease Schedule") to that certain Master Lease Purchase Agreement dated as of September 7, 2021 (the "Agreement") and together with the Lease Schedule, the "Lease") between Tax-Exempt Leasing Corp., as Lessor, its successors and assigns, and the City of Romulus, Michigan, as Lessee

Ladies and Gentlemen:

I, the undersigned, hereby certify that I am the duly qualified and acting officer of Lessee identified below and, with respect to the above-referenced Lease Schedule, that:

1. The Equipment subject to the Lease Schedule and the Lease has been delivered and installed, is in good working order and is fully operational and has been fully accepted by Lessee on or before the date hereof.

2. Attached hereto are true and correct copies of the manufacturers' and dealers' invoices for the Equipment.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current fiscal year.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

Date of Acceptance: _____

CITY OF ROMULUS

Lessee

By: _____

Name: LeRoy D. Burcroff

Title: Mayor

ESCROW AGREEMENT

This Escrow Agreement (this "Agreement"), dated as of September 7, 2021, by and among Tax-Exempt Leasing Corp. (and any successors and permitted assigns "Lessor"), City of Romulus, a body corporate and politic and a political subdivision existing under the laws of the State of Michigan ("Lessee"), and City National Bank of Florida, in its capacity as escrow agent hereunder ("Escrow Agent").

Reference is made to that certain Lease Schedule No. 1 dated September 7, 2021 to that certain Master Lease Purchase Agreement dated as of September 7, 2021, each between Lessor and Lessee (hereinafter collectively referred to as the "Lease"), covering the acquisition and lease of certain Equipment described therein (the "Equipment"). It is a requirement of the Lease that the Purchase Price (\$217,740.18) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

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

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the "City of Romulus Escrow Account 001" (the "Escrow Account") to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) The Escrow Agent shall place all escrow funds in a demand deposit account or as otherwise agreed upon between the parties.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall deposit into the Escrow Account any funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) March 7, 2023 ("Termination Date") and (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account or (ii) written notice given by Lessor of the occurrence of a default or termination of the Lease due to non-appropriation.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. Lessee shall reimburse the Escrow Agent for all such reasonable costs and expenses. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "Effective Date"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Equipment.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that Disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule I, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due and the manner of disbursement (check or wire).

Each such requisition shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule I; and
2. Delivery to Lessor true and correct copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 1.3 of the Lease and any additional documentation reasonably requested by Lessor.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule I and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 1.3 of the Lease, Lessor will cause the Purchase Price to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Lessor shall provide Escrow Agent written instructions and a representation that one of the following conditions has been satisfied, (upon which representation Escrow Agent shall conclusively rely,) (a) the Termination Date; or (b) the date on which Lessee executes an Acceptance Certificate; or (c) upon a termination of the Escrow Account as otherwise provided herein. Upon receipt of such written instructions, any funds remaining in the Escrow Agreement shall be distributed by the Escrow Agent first, ten percent (10%) of the funds then remaining in the Escrow Account shall be disbursed to the Escrow Agent as its escrow agent fees ("Fees") and second, the remaining balance after deducting the Fees shall be disbursed to the Lessor and Lessor shall apply such funds to amounts owed by Lessee under the Lease.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof.

6. Control of Escrow Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all funds now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, and (iv) all products, proceeds

and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the State of Michigan ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may affect the form of deposit account for the Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including interest income), transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This agreement may not be amended except in writing signed by all parties hereto. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail; provided that any formal notice be attached to an email message in PDF format; and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor: Tax-Exempt Leasing Corp.
 203 E. Park Avenue
 Libertyville, IL 60048
 Attention: Mark M. Zaslavsky

If to Lessee: City of Romulus
 11111 Wayne Road
 Romulus, MI 48174
 Attention: Finance Director

If to Escrow Agent: City National Bank of Florida
 100 S.E. 2nd Street, 13th Floor
 Miami, FL 33131
 Attention: Legal Department

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

10. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

11. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first above written.

Tax-Exempt Leasing Corp.
as Lessor

City of Romulus
as Lessee

By: _____
Name: Mark M. Zaslavsky
Title: President

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

City National Bank of Florida
as Escrow Agent

By: _____
Name: _____
Title: _____

[Signature Page to Escrow Agreement]

SCHEDULE I
to the Escrow Agreement
DISBURSEMENT REQUEST

Re: Lease Schedule No. 1 dated September 7, 2021 to that certain Master Lease Purchase Agreement dated as of September 7, 2021, each between Lessor and Lessee (hereinafter collectively referred to as the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow Agreement, dated as of September 7, 2021 (the "Escrow Agreement") by and among Tax-Exempt Leasing Corp., as lessor (and its successors and permitted assigns, "Lessor"), City of Romulus, Michigan ("Lessee") and City National Bank of Florida, as escrow agent (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Agreement for the following purposes:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose

(i) (a) Each obligation specified in the foregoing table has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the foregoing table has been delivered, installed and accepted by Lessee. Attached hereto is a true and correct copy of the invoice with respect to such obligation.

(iii) The undersigned, as authorized representative of Lessee, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(vii) No material adverse change has occurred since the date of the execution and delivery of the Lease.

Dated: _____

CITY OF ROMULUS

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

Disbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized

TAX-EXEMPT LEASING CORP.
as Lessor under the Lease

By: _____
Name: _____
Title: _____

BCICAPITAL INC.
as Assignee under the Lease

By: _____
Name: _____
Title: _____

PAY PROCEEDS LETTER

September 7, 2021

Tax-Exempt Leasing Corp.
203 E. Park Avenue
Libertyville, Illinois 60048

Ladies and Gentlemen:

The undersigned, an authorized officer of the City of Romulus ("Lessee"), hereby authorizes Tax-Exempt Leasing Corp. ("Lessor") to pay the proceeds of the financial accommodations provided to Lessee by Lessor evidenced by that certain Master Lease Purchase Agreement dated as of September 7, 2021 and the related Lease Schedule No. 1 dated September 7, 2021, each between Lessor and Lessee, to the following escrow account:

Destination Information

Bank Name:	City National Bank of Florida
Account Name:	
ABA/Routing #	
Account #	
Reference:	
Amount:	\$217,740.18

CITY OF ROMULUS

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

TAX CERTIFICATE

This Tax Certificate (this "Certificate") is executed and delivered as of September 7, 2021 (the "Lease Date") by the City of Romulus, Michigan ("Lessee") in connection with that certain Master Lease Purchase Agreement dated as of September 7, 2021 (the "Agreement") by and between Lessee and Tax-Exempt Leasing Corp. ("Lessor") and Lease Schedule No. 1 dated as of September 7, 2021, between Lessee and Lessor (the "Lease Schedule," and together with the Agreement, the "Lease"). The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Lease.

Section 1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Lease. As described in the Lease, Lessor shall apply \$217,740.18 (the "Principal Amount") toward the acquisition of the Equipment and Lessee shall make Rental Payments under the terms and conditions as set forth in the Lease.

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Lease, pursuant to the resolution or other official action of Lessee adopted with respect to the Lease, a copy of which has been delivered to Lessor.

1.3. The Lease is being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment, which is essential to the governmental functions of Lessee, which Equipment is described in the Lease Schedules. The Principal Amount will be paid to Lessee on the date hereof.

1.4. Lessee will complete and timely file for each payment schedule issued under the Lease a Form 8038-G relating to such Lease with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

Section 2. Non-Arbitrage Certifications.

2.1. The Rental Payments due under the Lease will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Rental Payments due under the Lease or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Lessee that would be deemed to be (i) issued or sold within fifteen (15) days before or after the Lease Date, (ii) issued or sold pursuant to a common plan of financing with the Lease and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Lease.

2.3. Other than the Principal Amount, Lessee does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by Lessee to acquire investments which produce a yield materially higher than the yield realized by Lessor from Rental Payments received under the Lease. As used in this certificate, the term "yield" means yield computed by the actuarial method using a 360-day year and semi-annual compounding, resulting in a discount rate which, when used in computing

the present worth of all payments of principal and interest to be paid on an obligation, produces an amount equal to the issue price, fair market value, present value or purchase price thereof, as applicable, and is determined in all respects in accordance with Section 148 of the Code.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Lease was entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

2.6. Lessee does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Lease.

Section 3. Disbursement of Funds; Reimbursement to Lessee.

3.1. It is contemplated that the entire Principal Amount will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that, if applicable, a portion of the Principal Amount may be used by Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.

3.2. Lessee shall not use any portion of the principal amount in order to be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:

(a) Lessee adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (the "Declaration of Official Intent"), wherein Lessee expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor not earlier than sixty (60) days before Lessee adopted the Declaration of Official Intent;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

Section 4. Use and Investment of Funds; Temporary Period.

4.1. Lessee has incurred or will incur, within six (6) months from the Lease Date, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the Lease

Date. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Lease and that have a substantially guaranteed yield in excess of the yield on the Lease.

4.3. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by no later than 18 months from the Lease Date.

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless: (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the Lease Date or (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the Lease Date; at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the Lease Date; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment by no later than 18 months from the actual Lease Date.

Section 5. No Private Use; No Consumer Loan.

5.1. Lessee will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, Lessee will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.

In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related. For purposes of this paragraph 5.1, "Private Business Use" means use of bond proceeds or bond financed-property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.

5.2. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

Section 6. No Federal Guarantee.

6.1. Payment of the principal or interest due under the Lease is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

6.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Lease to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

Section 7. Post-Issuance Compliance.

7.1 In the event an action takes place (or is anticipated to take place) that will cause the Equipment not to be used for qualified uses under Section 141 of the Code, Lessee will consult with bond counsel as soon as practicable about taking remedial action as described in Treasury Regulation Section 1.141-12. Lessee will take all actions necessary to ensure that the “nonqualified bonds” (as defined in Treasury Regulation Section 1.141-12) are properly remediated in accordance with the requirements of the Treasury Regulations. Lessee is familiar with the Internal Revenue Service’s Voluntary Compliance Agreement Program pursuant to which issuers of tax-exempt debt may voluntarily resolve violations of the Code and applicable Treasury Regulations on behalf of the holders of such debt or themselves through closing agreements with the Internal Revenue Service.

7.2. Lessee will actively monitor the requirements of the Code and the Treasury Regulations (a) set forth in this certificate and confirm that such requirements are met no less than once per year; (b) related to the allocation and accounting of proceeds to capital projects and will maintain a list that specifies the allocation of proceeds of the Lease to the costs of the Equipment; and (c) related to arbitrage limitations, including yield restriction, rebate requirements and the investment of gross proceeds of the Lease. The office within Lessee that is currently responsible for such monitoring is the finance department.

Section 8. Miscellaneous.

8.1. Lessee shall keep a complete and accurate record of all owners or assignees of the Lease in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee’s agent for such purpose.

8.2. Lessee shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of five (5) years after payment in full under the Lease.

8.3. To the best of the undersigned’s knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

[Signature Page Follows]

IN WITNESS WHEREOF, this Tax Certificate has been executed on behalf of Lessee as of the
Lease Date.

CITY OF ROMULUS

Lessee

By: _____

Print Name: LeRoy D. Burcroff

Title: Mayor

[Signature Page to Tax Certificate]

INCUMBENCY CERTIFICATE

The undersigned, the duly appointed and acting **Purchasing Director** for the **City of Romulus**, a political subdivision of the State of Michigan ("Lessee") certifies as follows:

1. The individuals identified below are the duly elected or appointed officers of Lessee holding the offices set forth opposite their respective names.

2. The individuals identified below have the authority on behalf of Lessee to enter into that certain Master Lease Purchase Agreement dated as of September 7, 2021 between such entity and **Tax-Exempt Leasing Corp.**, as Lessor.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
<u>LeRoy D. Burcroff</u>	<u>Mayor</u>	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate as of this 7th day of September 2021.

By: _____
Name: Gary Harris
Title: Purchasing Director

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Reference is hereby made to that certain Master Lease Purchase Agreement dated as of September 7, 2021 (the "**Lease Agreement**"), between Tax-Exempt Leasing Corp. ("**Lessor**") and City of Romulus ("**Lessee**"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Lease Agreement.

Lessor hereby gives Lessee notice, and Lessee hereby acknowledges receipt of notice, that Lessor has assigned to BciCapital, Inc. ("**Assignee**"), whose offices are at 390 N. Orange Ave., Suite 100, Orlando, FL 32801, all right, title, interest and obligations of Lessor in and to Lease Schedule No. 1 dated as of September 7, 2021 ("**Lease Schedule**"), executed pursuant to the Lease Agreement, and the Lease Agreement together with all schedules, exhibits, addenda, instruments, certificates and other agreements executed in connection therewith, in each case solely to the extent related to such Lease Schedule (together with the Lease Schedule, collectively, the "**Lease Documents**") together with the equipment described in the Lease Documents (the "**Equipment**");

From and after the date of this Notice, all payments now or hereafter becoming due pursuant to the Lease Documents or with respect to the Equipment described in the Lease Documents shall be paid directly to Assignee as Assignee shall direct in Assignee's invoices.

In recognition of Assignee's reliance upon this Notice and Acknowledgment of Assignment, Lessee certifies, confirms and agrees as follows:

1. The Lease Documents have been duly authorized, executed and delivered by Lessee; constitute the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with the terms thereof; are in full force and effect on the date of execution of this notice by such party; are free from all defenses, set-offs, claims, counterclaims or any right to cancellation or termination; and no default or event which, with the passage of time or the giving of notice, or both, would constitute a default under the Lease Documents has occurred. All names, addresses, signatures, amounts and other facts contained in the Lease Documents are correct.

2. There are no modifications, amendments or supplements to, or waiver of Lessee's obligations under, the Lease Documents which relate to the Lease Documents; and any future modification, termination, amendment, supplement or waiver to the Lease Documents which relates to the Lease Documents, or settlement of amounts due thereunder which relates to the Lease Documents, shall be ineffective without Assignee's prior written consent.

3. There has been no prepayment of any sums payable under the Lease Documents. Under Lease Schedule No. 1, there are five (5) annual rental payments under the Lease Documents, due in arrears, each in the amount of \$45,753.88, commencing September 7, 2022 with the final payment due September 7, 2026. No casualty has occurred with respect to the Equipment. The Equipment has been or will be delivered to and accepted by Lessee and to the extent delivered, is in good working order, the condition required under the Lease Agreement, and suitable for Lessee's purposes in all respects. The Equipment is or will be in the possession of Lessee. The Lease Documents are current in all respects, including, but not limited to, the payment of any applicable sales, use and personal property taxes (if any).

4. Lessee acknowledges and agrees that (i) Assignee shall be the lien holder on the Equipment and Assignor shall have no interest or authority of any nature regarding the Equipment or the Lease Documents, (ii) Lessee will deal exclusively with respect to the Lease Documents with Assignee, and Lessee will deliver all payments and copies of all notices and other communications given or made by Lessee relating to the Lease Documents and the Equipment to Assignee at the address listed above, (iii) so

far as enforcement of the Lease Documents is concerned, notwithstanding the existence of other schedules or supplements thereto, the Lease Documents are separate and severable and Assignee may take enforcement action independently of other lessors, equipment owners or financing parties having an interest in the Lease Agreement and other equipment schedules not included in the Lease Documents, (iv) Lessee will execute such other instruments and take such actions as Assignee reasonably may require to further confirm the vesting of rights under the Lease Documents in Assignee and Assignee's ownership of the Equipment, and (v) (if applicable) Lessee waives any right to revoke its acceptance of the Equipment.

5. Lessee has not received notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease Documents or any payments due or to become due thereunder.

6. Lessee will keep the Lease Documents and the Equipment free and clear of all liens and encumbrances (other than the interest of Assignee or parties claiming by, through or under Assignee).

7. All representations and duties of Lessor intended to induce Lessee to enter into the Lease Documents, whether required by the Lease Documents or otherwise, have been fulfilled.

8. Lessee has executed one (1) original each of the Lease Documents (which were delivered to Lessor), and currently has no original in its possession.

9. All representations and warranties of the Lessee in the Lease Documents are true and correct.

10. Lessee agrees to promptly send to Assignee such financial statements and other notices as may be required to be sent to Lessor under the terms of the Lease Agreement, as assignee of Assignor's interest under the Lease Documents, directly to Assignee at Assignee's address set forth hereinabove.

11. Pursuant to the terms of the Lease Documents, Lessee hereby agrees to promptly add Assignee as a loss payee and as an additional insured under each casualty and liability insurance policy maintained by Lessee as may be required under the Lease Documents and to furnish to Assignee evidence of such insurance coverage not later than the date hereof.

[Signatures on following page.]

ACCEPTED AND AGREED to on this 7th day of September, 2021.

Tax-Exempt Leasing Corp.
Lessor

City of Romulus
Lessee

By: _____
Name: _____
Title: _____

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

BciCapital, Inc.
Assignee

By: _____
Name: _____
Title: _____

Note: PLEASE COMPLETE INSURANCE AGENT CONTACT INFORMATION IN FULL.

BciCapital, Inc.
INSURANCE AUTHORIZATION LETTER

Insurance Agency: _____ Agent: _____
Address: _____
Email: _____ Phone: _____

Re: Lease between **Tax-Exempt Leasing Corp.** ("Lessor") and **City of Romulus**("Lessee")

The insurance coverages listed below are required to cover the interests of the named **Secured Party and its Affiliates, Successors & Assigns** (indicated below) in Equipment financed by and between Lessor and Lessee. You are therefore hereby authorized and instructed to provide the **Secured Party and its Affiliates, Successors & Assigns** the coverages described below.

Evidence of insurance in the form of a Certificate is acceptable until the required formal Endorsements are issued. The Certificate(s) will not be acceptable unless all required endorsements are clearly stated. If you have any questions concerning the coverages, please notify **BciCapital, Inc.** at (407) 502-5918.

In Description Box of Each Certificate Please Make This Notation: Re: all Equipment financed by and between CITY OF ROMULUS and Lessor under Lease Schedule No. 1.

Please forward the required Certificate(s) and Endorsements immediately to the following **Secured Party**:

BCICAPITAL, INC.
and its affiliates, successors & assigns
390 N. Orange Ave., Suite 100
Orlando, FL 32801
Phone: 407-502-5918
Email: insurance@bcicmg.com cc: susan.herman@bcicmg.com

Comprehensive General Liability Coverage:

1. Limits of at least **\$1,000,000.00 per occurrence** for bodily injury and property damage coverage.
2. An Endorsement naming the above Secured Party and Its Affiliates, Successors & Assigns as an Additional Insured in so far as this Equipment is concerned.
3. An Endorsement giving each of the above named Secured Party and Its Affiliates, Successors & Assigns at least thirty (30) days written notice of any cancellation, reduction or alteration of coverage.

All Risk Physical Damage (Property) Coverage:

1. All Risk coverage for not less than the Total Equipment Cost of **\$217,740.18**.
2. A long form endorsement naming the above named Secured Party and Its Affiliates, Successors & Assigns as "**Additional Insured**" and "**Loss Payee**" in so far as this Equipment is concerned, unless prohibited by applicable state law.
3. An Endorsement giving the above named Secured Party and Its Affiliates, Successors & Assigns at least thirty (30) days written notice of any cancellation, reduction or alteration of coverage.
4. Any deductibles or self-insured retentions must be disclosed.

5. **OVER-THE-ROAD VEHICLES ONLY:**

- (i) Collision (maximum deductible): \$10,000.00 or as approved by Credit.
- (ii) Comprehensive (maximum deductible): \$10,000.00 or as approved by Credit.

Comprehensive Auto Liability Coverage (where applicable):

- a. Limits of at least **\$1,000,000.00** combined single limit per **occurrence** for bodily injury and property damage coverage. *May come from primary Auto Liability and/or Liability.
- b. An Endorsement naming each of the above named Secured Party and Its Assigns as an Additional Insured in so far as this Vehicle is concerned.
- c. An Endorsement giving each of the above named Secured Party and Its Assigns at least thirty (30) days written notice of any cancellation, reduction or alteration of coverage.

- **Self-insurance or captive insurance must be disclosed.**
- **Any deductibles or self-insured retentions must be disclosed.**

Each Certificate issued hereunder must confirm that the Secured Party's coverage under, and interest in, the relevant policy shall not be invalidated or otherwise adversely affected by any breach by Lessee or others of any warranty, declaration, representation or condition contained in such policy.

LESSEE:

CITY OF ROMULUS

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



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held:

September 7, 2021

Item No. 5D.

General Description: Inkster Road Intergovernmental Agreement (IGA) - Reconstruction of Inkster Road between Van Born and Ecorse

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: Inkster Road Intergovernmental Agreement (IGA) with Wayne County and the City of Taylor – Reconstruction of Inkster Road between Van Born and Ecorse
DATE: August 31, 2021

I concur with the recommendation of Roberto Scappaticci, DPW Director, and City Attorney Stephen Hitchcock and respectfully request City Council adopt a resolution authorizing the Mayor and Clerk to enter into the attached Inter-Governmental Agreement with Wayne County for the Inkster Road Reconstruction Project, between Van Born and Ecorse Roads. The City's local share will be approximately \$368,171.00.

Maria Farris, Finance Director, has verified funds for this acquisition have been secured in the Construction Project account #202-463-980.001.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to enter into the attached Inter-Governmental Agreement with Wayne County for the Inkster Road Reconstruction Project, between Van Born and Ecorse Roads. The City's local share will be approximately \$368,171.00.

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Mayor LeRoy D. Burcroff

FROM: Roberto J. Scappaticci, Director of Public Works

CC: Robert McCraight, Director of Public Services and Economic Development
Kathy Hood, Assistant Director of Public Works

DATE: August 18th, 2021

SUBJECT: Inkster Road Intergovernmental Agreement (IGA) with Wayne County and the City of Taylor - Reconstruction of Inkster Road between Van Born and Ecorse

Dear Mayor,

Please find attached the IGA between the City of Romulus and Wayne County for the Inkster Road Reconstruction project, between Van Born and Ecorse Roads.

The Inkster Road Reconstruction Project received federal funding of approximately **\$8,163,316.00** to Wayne County, which covers the majority of the project costs. The City of Romulus is responsible for an estimated **\$368,171.00** local share. A portion of our commitment, **\$184,086.00** (50%), is required up front as a "Working Capital Advance" in FY21/22.

Steve Hitchcock, the City Attorney, has reviewed all the documents and submitted an opinion email which is also attached here. At this time the DPW recommends City signature of the IGA and resolution with the original signed documents returned to the DPW for proper transmittal to Wayne County.

For budgeting transparency the local share cost of this project will be **\$368,171.00** in totality. The City of Romulus will pay **\$184,086.00** in FY 21/22. The second payment of **\$184,085.00** will be budgeted and paid in FY22/23. Funds for this project will be secured in the following account number: 202-463-980.001 for FY21/22 and 22/23.

If you have any questions or concerns regarding this item, please feel free to contact me.....

Thank you,



Roberto J. Scappaticci, Director of Public Works

y:\admin documents\roads\Inkster rd iga_2021\iga_memo_council.docx

From: Hitchcock, Stephen
Sent: Wednesday, August 4, 2021 6:04 PM
To: Scappaticci, Roberto
Subject: Taylor IGA for Inkster and Ecorse Roads

Roberto,
I reviewed this IGA and I am satisfied with the agreement and recommend it for Council approval.
Steve Hitchcock
Giarmarco, Mullins & Horton, P.C.
Tenth Floor Columbia Center
101 West Big Beaver Road
Troy, Michigan 48084-5280
Phone: (248) 457-7024
Fax: (248) 404-6324
Email: sjh@gmhlaw.com
www.gmhlaw.com

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INTERGOVERNMENTAL AGREEMENT

Between and among

THE COUNTY OF WAYNE

and

THE CITY OF ROMULUS

and

THE CITY OF TAYLOR

for

**Improvements of Inkster Road from Ecorse Road to Van Born Road and
along Ecorse Road from Birchdale Street to Highway I-94 westbound
Off-Ramp**

Wayne County Work Order No. 47078

TABLE OF CONTENTS

INTRODUCTION.....	3
PROJECT DESCRIPTION.....	3
ARTICLE 1 DEFINITIONS.....	4
ARTICLE 2 PROJECT COSTS.....	5
ARTICLE 3 TERM OF CONTRACT	6
ARTICLE 4 CITY’S RESPONSIBILITIES.....	6
ARTICLE 5 WAYNE COUNTY’S RESPONSIBILITIES	6
ARTICLE 6 COST SHARING	7
ARTICLE 7 PAYMENT TERMS.....	8
ARTICLE 8 WAIVER.....	9
ARTICLE 9 FORCE MAJEURE	9
ARTICLE 10 HOLD HARMLESS.....	9
ARTICLE 11 NOTICE	10
ARTICLE 12 TERMINATION.....	10
ARTICLE 13 BINDING EFFECT/INTEGRATION	11
SIGNATURES	12
EXHIBIT A.....	13
EXHIBIT B - PROPOSED RESOLUTIONS.....	14

INTRODUCTION

THIS AGREEMENT, between the County of Wayne, Michigan, a body corporate and Charter county (hereinafter referred to as the “COUNTY”), the City of Romulus, Michigan, a municipal corporation (hereafter referred to as the “ROMULUS”), and the City of Taylor, a municipal corporation (hereafter referred to as the “TAYLOR”).

This Agreement is made for the purpose of fixing the rights and obligations of the parties with respect to the following road improvements on Inkster Road, Ecorse Road and adjoining areas, which are COUNTY roads located in the cities of ROMULUS and TAYLOR (hereinafter referred to as the “Project”):

PROJECT DESCRIPTION

Concrete pavement reconstruction, hot mix asphalt resurfacing, traffic signal, storm sewer, concrete curb and gutter and sidewalk ramps along Inkster Road from Ecorse Road to Van Born Road and along Ecorse Road from Birchdale Street to Highway I-94 westbound off ramp including signing and pavement markings; and all together with necessary related work.

WHEREAS, the portion of Inkster Road and Ecorse Road to be repaired pursuant to this Agreement are under the jurisdiction and control of the COUNTY, and are located within the Cities of ROMULUS and TAYLOR; and

WHEREAS, Act 51 of the Public Acts of 1951, as amended, authorizes counties to enter into contracts to perform work on any highway, road, or street within the limits of a county or adjacent thereto, and provides for the joint participation in the cost thereof; and

WHEREAS, the Project will significantly enhance the road system for the citizens of the COUNTY and the Cities of ROMULUS and TAYLOR; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the Project and desire to set forth this understanding in the form of a written Agreement.

NOW THEREFORE, in consideration of the mutual understandings of the parties and in conformity with applicable law, it is agreed:

ARTICLE 1 DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- 1.1 AGREEMENT – The written contract between COUNTY and the Cities of ROMULUS and TAYLOR regarding the Project.
- 1.2 AS-BUILTS (AS-BUILT DRAWINGS) – Reproducible Project construction drawings revised to show significant changes made during the construction process; usually based on marked-up prints, drawings and other data.
- 1.3 BID – The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Project.
- 1.4 BIDDER – Any person, firm or corporation submitting a Bid for the Project.
- 1.5 BIDDING DOCUMENTS – The advertisement and invitation to Bid, including approved plans, specifications, addendum, and other documents issued on which the Bid is based.
- 1.6 BONDS – Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor.
- 1.7 CHANGE ORDER – The written order of the COUNTY, or its duly authorized representative, for changes in or extras to a contract.
- 1.8 CONSTRUCTION ENGINEERING – All services necessary to adequately assure that the Project is being constructed in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Services include, but are not limited to, contract administration, construction staking, construction inspection and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials plus current COUNTY charges for the overhead, fringes and benefits.
- 1.9 CONSTRUCTION WORK – All work performed to construct the Project in substantial conformance with the as Bid plans and specifications, together with

any changes, extras, amendments, addendum, and/or bulletins. Work is to be performed by the responsive qualified low Bidder together with approved subcontractors, COUNTY forces, and/or the third parties that have a relevant interest in the Project. Costs include, but are not limited to, unit prices extended for actual quantities completed, lump sum work, force account work that includes, but is not limited to, direct labor, equipment, materials plus current COUNTY charges for costs directly associated with the Project construction.

- 1.10 ENGINEER – The Director of Engineering/County Highway Engineer for Wayne County or a duly appointed representative who is responsible for engineering supervision of preliminary engineering, construction engineering and/or quality control testing aspects of the Project.
- 1.11 PRELIMINARY ENGINEERING – All services necessary to adequately prepare plans and specifications for the Project, together with any changes, extras, amendments, addendum, and/or bulletins. Preliminary Engineering services may include, but are not limited to, surveys, soil investigations, design, drafting, reviews, permits, and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials plus current COUNTY charges for overhead, fringes and benefits.
- 1.12 PROJECT COSTS – See Article 2.
- 1.13 QUALITY CONTROL TESTING – All services necessary to adequately assure that the Project materials are being supplied and/or installed in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Services include, but are not limited to, sampling onsite, sampling at the source, onsite testing, laboratory testing and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials together with the current appropriate COUNTY charges for overhead, fringes and benefits.
- 1.14 WORKING CAPITAL ADVANCE – A non-interest bearing deposit by the CITY with the COUNTY, which will be used by the COUNTY for Project Costs.

ARTICLE 2 PROJECT COSTS

2.1 As herein used, the term “Project Costs” shall include, but not be limited to, the cost of the Construction Work, Construction Engineering, Quality Control Testing, and/or other miscellaneous work together with any costs associated with changes, Change Orders, extras, amendments, addenda, and/or bulletins.

2.2 The parties acknowledge that the construction Bids are subject to Change Orders.

**ARTICLE 3
TERM OF CONTRACT**

3.1 The term of this Agreement shall commence upon approval of the Wayne County Commission and shall terminate on September 30, 2026 at 11:59 p.m.

**ARTICLE 4
CITY'S RESPONSIBILITIES**

4.1 The Cities of ROMULUS and TAYLOR will provide all information for their utilities (i.e. As-Builts) and perform exposures of those utilities at their cost when required by the Engineer.

4.2 The Cities of ROMULUS and TAYLOR will be solely responsible for the removal and relocation, as required for the Project, of any of its municipal utilities located within the roadway right-of-way throughout the limits of the Project and shall cause such removal and relocation immediately upon notification by the COUNTY.

**ARTICLE 5
WAYNE COUNTY'S RESPONSIBILITIES**

5.1 The COUNTY shall perform all Preliminary Engineering.

5.2 The COUNTY shall arrange for the contract bidding, award of the contract and administer the contract.

5.3 The COUNTY shall perform all Construction Engineering.

5.4 The COUNTY shall perform the Quality Control Testing of all materials to be incorporated into the Project.

5.5 The COUNTY shall appoint an Engineer for the Construction Work for the Project.

5.6 The COUNTY shall keep accurate records and accounts of the Project Costs that shall be accessible for inspection and audit by a representative of either the City of ROMULUS or the City of TAYLOR.

ARTICLE 6 COST SHARING

6.1 The parties hereto acknowledge that the current estimated Project Costs are Eleven Million Eighty One Thousand Four Hundred Dollars (\$11,081,400). Of the total estimated Project Costs, the current estimated Construction Work costs are Nine Million Six Hundred Thirty Six Dollars (\$9,636,000) and the current estimated Construction Engineering and Quality Control Testing costs are One Million Four Hundred Forty Five Thousand Four Hundred Dollars (\$1,445,400), as set forth in **Exhibit A**. These sums are based on estimated Project Costs.

6.2 The parties hereto acknowledge that Construction Work portion of the Project Costs will be partially funded by federal aid up to 81.85% and that the balance of the Construction Work portion of the Project Costs will be funded by the local share of 18.15%.

6.3 The COUNTY shall pay: 1) 50% of the local share of the Construction Work cost, which the County's portion is estimated to be \$736,342; 2) 100% of the local share of Construction Engineering and Quality Control Testing cost up to 15% of the total Project Costs; for that portion of the local share that exceeds 15% of the total Project Costs the County shall pay 50% of the excess local share of any Construction Engineering and Quality Control Testing.

6.4 The CITY of ROMULUS shall pay: 1) 25% of the local share of Construction Work cost; 2) 0% of the local share of Construction Engineering and Quality Control Testing cost, and for that portion of the local share that exceeds 15% of the total Project Costs the CITY

of ROMULUS shall pay 50% of the excess local share of any Construction Engineering and Quality Control Testing.

6.5. The CITY of TAYLOR shall pay: 1) 25% of the local share of Construction Work cost; 2) 0% of the local share of Construction Engineering and Quality Control Testing cost, and for that portion of the local share that exceeds 15% of the total Project Costs the CITY of ROMULUS shall pay 50% of the excess local share of any Construction Engineering and Quality Control Testing.

6.6 The parties hereto acknowledge that the Bid for the construction costs may exceed the estimated project construction costs as set forth in this Agreement, and the parties hereto agree to pay their respective portions of the actual Project Costs.

6.7 The parties hereto acknowledge that during construction Change Orders may be issued which will affect the final costs. The parties hereto agree to accept the judgment of the Engineer as final.

ARTICLE 7 PAYMENT TERMS

7.1 Upon execution of this Agreement by the City of ROMULUS and the City of TAYLOR, each City shall provide a Working Capital Advance payment to the COUNTY in the amount of One Hundred Eighty Four Thousand and Eighty Six Dollars (\$184,086), 50% of each City's total financial participation (as found in **Exhibit A** to this Agreement) in the total Project Cost.

7.2 The CITY shall make payment of the invoice(s) within thirty (30) days of receipt of the invoice(s).

7.3 The final project costs will be used to adjust the monetary value of each City's

actual share of the Project Costs for the Project.

ARTICLE 8 WAIVER

8.1 The Parties agree that no provision in this Agreement constitutes or acts as a waiver of any governmental immunity the COUNTY, its agencies, officers, employees, agents or elected officials enjoy under applicable statutory or common law.

ARTICLE 9 FORCE MAJEURE

9.1 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

ARTICLE 10 HOLD HARMLESS

10.1 Each party to this Agreement shall remain responsible for any claims arising out of its own acts and/or omissions during the performance of this Agreement, as provided by law.

10.2 This Agreement is not intended to increase either party's liability for, or immunity from, tort claims.

10.3 This Agreement is not intended nor shall it be interpreted as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

ARTICLE 11
NOTICE

11.1 Notification regarding anything in connection with this Agreement shall be sent in writing via first class mail to:

For the COUNTY:

Animesh Aggarwall
Assistant Director of Engineering
Wayne County Department of Public Services
400 Monroe Street, 3rd Floor
Detroit, MI 48226
aaggarwall@waynecounty.com

For the CITY of ROMULUS:

LeRoy D. Burcroff, Mayor
11111 Wayne Road
Romulus, MI 48174

For the CITY of TAYLOR:

Rick Sollars, Mayor
23555 Goddard Road
Taylor, MI 48180

ARTICLE 12
TERMINATION

12.1 The COUNTY may terminate this Agreement without cause at any time, without incurring any liability.

12.2 Either City may terminate this Agreement without cause at any time, without incurring any liability not set forth in this Article 12, by giving written notice to the COUNTY and other party of the termination. The notice must specify the effective date of termination at least 30 days prior to its occurrence, and this Agreement will terminate as if the date specified

were the date originally given for the expiration of this Agreement. Termination of this Agreement by either City will not relieve that City of its share of the Project Costs incurred up to the date of termination of the Agreement.

12.3 Regardless of the cause for the termination of this Agreement, each party will assist the other in the orderly termination of this Agreement and will participate, in good faith, in all transfers connected with termination, whether of tangibles or intangibles, as will be necessary for the unimpeded continuation of each party's business.

ARTICLE 13 BINDING EFFECT/INTEGRATION

13.1 This Agreement, including the Exhibits hereto embodies the entire Agreement and understanding among the parties hereto and supersedes all prior agreements and understandings related to the subject matter thereof. No rights or remedies are or will be acquired by either party, orally, through implication or otherwise, unless set forth herein.

13.2 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

13.3 This Agreement is effective only upon approval of the Charter County of Wayne and each City, as evidenced by the attached Resolutions adopted by the Romulus City Council and the Taylor City Council.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year written below.

SIGNED IN THE PRESENCE OF:

FOR COUNTY OF WAYNE

By: _____
Warren C. Evans
Its: Chief Executive Officer
Date: _____

FOR THE CITY OF ROMULUS

By: _____
LeRoy D. Burcroff
Its: Mayor
Date: _____

FOR THE CITY OF TAYLOR

By: _____
Rick Sollars
Its: Mayor
Date: _____

APPROVED AS TO FORM:
By: /s/ James M. Jernigan
DEPT OF CORPORATION COUNSEL
APPROVAL DATE: 7/20/2021

EXHIBIT A

Inkster / Ecorse - Van Born
Cities of Romulus and Taylor

Participation In Estimated CONSTRUCTION WORK

Total Estimated CONSTRUCTION WORK Cost		9,636,000
Estimated Federal Aid	81.85%	8,163,316
LOCAL SHARE (After Federal Aid)		1,472,684
LOCAL COMMUNITY Participation		
City of Romulus		368,171
City of Taylor		368,171
COUNTY Participation		736,342

Participation In Estimated CONSTRUCTION ENGINEERING and QUALITY CONTROL TESTING

Total Estimated CONSTRUCTION ENGINEERING and QUALITY CONTROL TESTING Cost		1,445,400
Estimated Federal Aid		0
LOCAL SHARE (After Federal Aid)		1,445,400
LOCAL COMMUNITY Participation		
City of Romulus		0
City of Taylor		0
COUNTY Participation		1,445,400

SUMMARY OF COST PARTICIPATION

GRAND TOTAL ESTIMATED PROJECT COST		11,081,400
Estimated Federal STP-U Funds		8,163,316
LOCAL SHARE (After Federal Aid)		2,918,084
LOCAL COMMUNITY Participation		
City of Romulus		368,171
City of Taylor		368,171
COUNTY Participation		2,181,742

WORKING CAPITAL ADVANCE

City of Romulus	184,086
City of Taylor	184,086

EXHIBIT B – PROPOSED RESOLUTIONS

Motion by _____, Support by _____, that

Whereas, the City of Romulus believes quality roads are a vital part of any community, and

Whereas, certain improvements are necessary to Inkster Road and Ecorse Road to increase traffic safety and to encourage economic development, and

Whereas, the County of Wayne has committed to the improvement of the road in an area generally described as Inkster Road and Ecorse Road as outlined in the Project Description and the City of Romulus will assist financially in the improvement of the road; and

Whereas, the City of Romulus will provide payment to the County of Wayne in the estimated amount of \$368,171 (which will be adjusted to reflect actual costs), as the City of Romulus' participation of the total Project Costs; and

Now, therefore be it resolved, that the Romulus City Council does hereby approve the proposed Agreement between and among the City of Romulus, the City of Taylor and the County of Wayne for the improvement of Inkster Road and Ecorse Road as outlined in the Project Description, and

Be it further resolved, that the Mayor and Clerk are authorized to execute the Agreement on behalf of the City of Romulus.

YEAS:

NAYS:

ABSENT:

ABSTAIN:

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Romulus, County of Wayne, Michigan, at a meeting held on _____.

Resolution #

Motion by _____, Support by _____, that

Whereas, the City of Taylor believes quality roads are a vital part of any community, and

Whereas, certain improvements are necessary to Inkster Road and Ecorse Road to increase traffic safety and to encourage economic development, and

Whereas, the County of Wayne has committed to the improvement of the road in an area generally described as Inkster Road and Ecorse Road as outlined in the Project Description and the City of Taylor will assist financially in the improvement of the road; and

Whereas, the City of Taylor will provide payment to the County of Wayne in the estimated amount of \$368,171 (which will be adjusted to reflect actual costs), as the City of Taylor's participation of the total Project Costs; and

Now, therefore be it resolved, that the Taylor City Council does hereby approve the proposed Agreement between and among the City of Romulus, the City of Taylor and the County of Wayne for the improvement of Inkster Road and Ecorse Road as outlined in the Project Description, and

Be it further resolved, that the Mayor and Clerk are authorized to execute the Agreement on behalf of the City of Taylor.

YEAS:

NAYS:

ABSENT:

ABSTAIN:

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Taylor, County of Wayne, Michigan, at a meeting held on _____.

RESOLUTION

No.

By Commissioner[s] _____

WHEREAS, the County of Wayne acting through its County Commission at the request of the County Executive Officer has adopted a budget provides for the improvement of certain roads located within the County of Wayne and the financing thereof.

WHEREAS, the County of Wayne has committed to the improvement of the road in an area generally described as Inkster Road and Ecorse Road as outlined in the Project Description and the Cities of Romulus and Taylor will assist financially in the improvement of the road; and

WHEREAS, the City of Romulus and the City of Taylor will each provide payment to the County of Wayne in the estimated amount of \$368,171 (which will be adjusted to reflect actual costs), as each City's participation of the total Project Costs; and

WHEREAS, the County of Wayne will participate in the estimated amount of \$2,181,742 (which will be adjusted to reflect actual costs), as the County of Wayne's participation of the total Project Costs; and

WHEREAS, the Michigan Department of Transportation will provide revenue in the form of Federal Aid in the estimated amount of \$8,163,316 (which will be adjusted to reflect actual costs), as the Michigan Department of Transportation participation of the total Project Costs; and

NOW THEREFORE, be it:

RESOLVED, by the Wayne County Commission this _____ day of _____ 2021 that the City of Romulus and the City of Taylor provide for cost sharing in the improvements of Inkster Road and Ecorse Road as outlined in the Project Description, as recommended by the Chief Executive Officer; and be it further

RESOLVED, that the Chief Executive Officer be, and is hereby duly authorized to execute the aforementioned contract on behalf of the County of Wayne.



FUNDS VERIFICATION FORM

DEPARTMENT: DPW

FUND NAME: Construction Project Cost

ACCOUNT NUMBER/S:
FY 21/22 202-463-980.001

PURPOSE FOR REQUEST: Payment for IGA on Inkster Road, Van
Born to Ecorse

AMOUNT OF EXPENDITURE: \$184,086.00

SIGNATURE OF DEPARTMENT HEAD:

Robert J. [Signature]

FUNDS CURRENTLY AVAILABLE: \$184,086.00

FINANCE DEPARTMENT APPROVAL: *Umaria [Signature]*

DATE: Sept 2, 2021



City of Romulus

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

Council Meeting Held: September 7, 2021

Item No. 6A.

General Description: Second Reading and Final Adoption of Budget Amendment 21/22-6 Library

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, City Clerk

Date: September 7, 2021

Re: 2nd Reading and Final Adoption of Budget Amendment 21/22-6

For Second Reading and Final Adoption of Budget Amendment 21/22-6 in the amount of \$2,450.00 to renew five mobile hotspots and purchase two more as approved by the Library Board, August 16, 2021.

This amendment was introduced at the August 23, 2021 Regular Council Meeting.

MEMORANDUM

TO: Mayor LeRoy D. Burcroff

FROM: Finance Department

DATE: 8/17/2021 MEF

SUBJECT: Budget Amendment 21/22 -6

<u>FUND/DEPT.</u> <u>ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT</u> <u>FUND BALANCE</u>	<u>AMENDMENT</u>	<u>AMENDED</u> <u>BUDGET</u>
271 Library				
<u>Fund Balance</u>				
271-000-390.000	Fund Balance	587,597	2,450	585,147
<u>Expense</u>				
271-790-858.003	Electronic Resources	-	2,450	2,450

To renew five mobile hotspots and purchase two more as approved by the Library Board, August 16, 2021.



City of Romulus

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

Council Meeting Held: **September 7, 2021**

Item No. 6B.

General Description: Study Session Request by Treasurer Paige for Monday, October 4, 2021, at 6:45 p.m.

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council
From: Ellen L. Craig-Bragg, City Clerk
Date: September 7, 2021
Re: Study Session Request

Treasurer Paige is requesting a 30 minute study session for October 4, 2021 at 6:45 p.m. to discuss the Quarterly Investment Report.

The date and time are available for the request.

INTEROFFICE MEMORANDUM

TO: ELLEN CRAIG-BRAGG, CITY CLERK
FROM: STACY PAIGE, CITY TREASURER
SUBJECT: REQUEST FOR STUDY SESSION
DATE: AUGUST 25, 2021

I am respectfully requesting a Study Session with Romulus City Council for the purpose of discussing our quarterly investment report.

I will need 30 minutes and I have confirmed availability on Monday, October 4, 2021 from 6:45 pm to 7:15 p.m.

Thank you for your consideration.



City of Romulus

Treasurer's Report

Council Meeting Held:

September 7, 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:

September 7, 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:

September 7, 2021

Item No. 9.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

New Business

Council Meeting Held:
Item No. 10.

September 7, 2021

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Communication

Council Meeting Held:
Item No. 11

September 7, 2021

Councilperson Abdo: _____

Councilperson Roscoe: _____

Councilperson Talley: _____

Councilperson Wadsworth: _____

Councilperson Webb: _____

Councilperson Williams: _____



Communication Cont.

[illegible]



City of Romulus

Adjournment

Council Meeting Held:

September 7, 2021

Item No. 12

General Description: _____

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED