



**CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
October 11, 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, October 4, 2021, at 7:30 p.m.
- B. Approval of minutes from the special meeting - public hearing held on Monday, October 4, 2021, at 6:00 p.m for the purpose of hearing objections to demolition and/or removal of debris on the properties at 5873 Wayne Rd. and 6031 Wayne and the special meeting-study session held on Monday, October 4, 2021, at 6:45 p.m. to discuss the Quarterly Investment Report.

3. Petitioner

- A. Petitioner: Rachel Botu, Flowers in the Mitten; Petition: Special Event & Road Closure Request for October 30, 2021.

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. Request for Road Closure
- B. Cemetery Board Re-Appointments
- C. Professional Services Agreement Extension - OHM

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

- A. Second Reading and Final Adoption of Budget Amendment 21/22-8
- B. Second Reading and Final Adoption of Budget Amendment 21/22-9
- C. First Reading and Introduction to amendment to Cemetery Ordinance

7. Treasurer's Report – Stacy Paige, Treasurer

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

9. Unfinished Business

10. New Business

11. Warrant

- A. Approval of Warrant #: 21-19 Checks presented in the amount of \$2,161,825.73

12. Communication

13. Adjournment



RULES REGARDING THE PUBLIC ADDRESSING A CITY MEETING

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

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

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



City of Romulus

Agenda

Council Meeting Held: **October 11, 2021**

Item No. A.

General Description: Approval of Agenda

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Minutes

Council Meeting Held: **October 11, 2021**

Item No. A.

General Description: Approval of minutes from the regular meeting held on Monday, October 4, 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

October 4, 2021

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

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

Pledge of Allegiance

Roll Call

Present: Kathy Abdo, John Barden, Tina Talley, Eva Webb

Absent / Excused: Celeste Roscoe, William Wadsworth, Virginia Williams

Administrative Officials in Attendance:

LeRoy Burcroff, Mayor

Ellen L. Craig-Bragg, Clerk (Remote from Romulus, MI)

Stacy Paige, Treasurer

Administrative Staff in Attendance:

Julie Wojtylko - Chief of Staff; Stephen Hitchcock - City Attorney; Robert Pfannes - Chief of Police; Maria Farris - Finance Director

1. Agenda

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

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Tina Talley, Eva Webb

Nays - None

Motion Carried Unanimously.

2. Minutes

- A. Res. #21-276 Moved by Kathy Abdo, seconded by Tina Talley to approve the minutes from the regular meeting held on Monday, September 27, 2021, at 7:30 p.m.**

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Tina Talley, Eva Webb

Nays - None

Motion Carried Unanimously.

- B. Res. #21-277 Moved by Eva Webb, seconded by Tina Talley to approve the minutes from the special meeting(s) held on Monday, September 27, 2021, at 7:00 p.m. to discuss an attorney's opinion.**

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Tina Talley, Eva Webb

Nays - None

Motion Carried Unanimously.

3. Petitioner - None

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

Res. #21-278 Moved by Kathy Abdo, seconded by Eva Webb to adopt a memorial resolution for the family of Kenneth Berlinn.

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Tina Talley, Eva Webb

Nays - None

Motion Carried Unanimously.

- A. Moved by Tina Talley, seconded by Kathy Abdo to accept the Chairperson's Report.**

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Tina Talley, Eva Webb

Nays - None

Motion Carried Unanimously.

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

Executive Director of the Michigan Association of Chiefs of Police, Robert Stevenson, Accreditation Program Director, Neal Rossow, and Ronald Wiles, President of the Michigan Association of Chiefs of Police awarded the Romulus Police Department accreditation under its program and presented a plaque to Chief Pfannes.

- A. Res. #21-279** Moved by **Tina Talley**, seconded by **Kathy Abdo** to concur with the Administration and introduce Budget Amendment 21/22-8 to recognize grant revenue and expenditures for ARPA grant awarded by Federal Government. CFDA:21.027.

<u>FUND/DEPT.</u> <u>ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT FUND BALANCE</u>	<u>AMENDMENT</u>	<u>AMENDED BUDGET</u>
285 Special Grant Revenue				
<u>Revenue</u>				
285-000-528.000	Grant Special Revenue-ARPA	\$-	\$1,233,676.00	\$1,233,676.00
<u>Expense</u>				
285-000-980.000-Polic1	Motorola	\$-	\$612,000.00	\$612,000.00
285-000-980.000-Polic2	Roof Repairs, 911 Alignment		\$100,000.00	\$100,000.00
285-000-980.000-PDHR19			\$501,676.000	\$501,676.00
285-000-980.000-ADMIN1	Supporting Public Safety for COVID-19			
	Admin fees to comply with Federal laws		\$20,000.00	\$20,000.00

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Tina Talley, Eva Webb

Nays - None

Motion Carried Unanimously.

- B. Res. #21-280** Moved by **Eva Webb**, seconded by **Tina Talley** to concur with the Administration and introduce Budget Amendment 21/22-9 to cover increased costs for the Library's capital improvement project

as approved by the Library Board on September 29, 2021.

FUND/DEPT. <u>ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	CURRENT FUND <u>BALANCE</u>	<u>AMENDMENT</u>	AMENDED <u>BUDGET</u>
271 Library				
<u>Expense</u>				
271-790-970.000	Capital Outlay	\$297,540.00	\$235,000.00	\$532,540.00
<u>Fund Balance</u>				
271-000-390.00	Fund Balance	\$587,596.000	\$(235,000)	\$352,596.000

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Tina Talley, Eva Webb

Nays - None

Motion Carried Unanimously.

- . **Res. #21-281** Moved by **Tina Talley**, seconded by **Kathy Abdo** to concur with the Municipal Library Board and Library Director to award Bid ITB 21/22-05 to the submitted subcontractor John Demattia Construction LLC for the interior renovation of the Romulus Public Library in the amount of \$470,922.00

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Tina Talley, Eva Webb

Nays - None

Motion Carried Unanimously.

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

- A. **Res. #21-282** Moved by **Eva Webb**, seconded by **Tina Talley** to approve the Second Reading and Final Adoption of the City of Romulus Stormwater Control Ordinance which amends Chapter 62 Division 4 of the City of Romulus Code of Ordinances related to the design and conclusion of storm water facilities.

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Tina Talley, Eva Webb

Nays - None

Motion Carried Unanimously.

- B. **Res. #21-283** Moved by **Kathy Abdo**, seconded by **Eva Webb** to approve the Second Reading and Final Adoption of Budget Amendment 21/22-7 in the amount of \$16,008.00 to recognize grant revenue and expenditures for the LSTA grant awarded as approved by the Library Board on September 20, 2021.

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Tina Talley, Eva Webb

Nays - None

Motion Carried Unanimously.

- C. **Res. #21-284** Moved by **Tina Talley**, seconded by **Kathy Abdo** to concur with the recommendation from the Department of Public Services Director and approve the demolition of 5873 Wayne and 6031 Wayne.

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Tina Talley, Eva Webb
Nays - None

Motion Carried Unanimously.

7. Treasurer's Report – Stacy Paige, Treasurer

Treasurer Paige commended the Romulus Police Department on their MACP accreditation. She also expressed condolences to every family who has experienced a loss of life. She reminded residents that the Investment Performance Review is available to the public and that her office is working on winter tax bills which will be mailed on December 1.

8. Public Comment – No comments from the public.

9. Unfinished Business - None

10. New Business - None

11. Communication

Councilperson Talley concurred with the commendation of Treasurer Paige to the Romulus Police Department. She thanked the Romulus Chamber of Commerce for hosting the Meeting Candidate event and also thanked all participants and the committee of the Romulus High School All-Class reunion. Councilperson Talley announced to the residents that Wayne County Treasurer's office will be holding an "Ask the Treasurer" event which will provide resources to unpaid taxes and utility shut-offs. Councilperson Barden also thanked the Romulus Police Department for their hard work in obtaining the accreditation from MACP and expressed appreciation for living in the City. Councilperson Webb mentioned the Trunk or Treat event at Blue Sky and commended the turnout of the event. She also thanked the Romulus Police Department for their hard work and dedication. Councilperson Abdo thanked the Romulus Police Department for all the department does.

12. Adjournment

Moved by **Kathy Abdo**, seconded by **Tina Talley** to adjourn the meeting at 8:09 p.m.

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Tina Talley, Eva Webb
Nays - None

Motion Carried Unanimously.

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the regular meeting of the Romulus City Council held on October 4, 2021.



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



City of Romulus

Minutes

Council Meeting Held: **October 11, 2021**

Item No. B.

General Description: Approval of minutes from the special meeting - public hearing held on Monday, October 4, 2021, at 6:00 p.m for the purpose of hearing objections to demolition and/or removal of debris on the properties at 5873 Wayne Rd. and 6031 Wayne and the special meeting-study session held on Monday, October 4, 2021, at 6:45 p.m. to discuss the Quarterly Investment 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



**MINUTES OF THE ROMULUS CITY COUNCIL SPECIAL MEETING – PUBLIC HEARING
October 4, 2021**

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

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

1. Roll Call

Present: Kathy Abdo, John Barden, Tina Talley, Eva Webb

Absent / Excused: Celeste Roscoe, William Wadsworth, Virginia Williams

Administrative Officials in Attendance:

LeRoy Burcroff, Mayor

Ellen L. Craig-Bragg, Clerk (Remote from Romulus, MI)

Stacy Paige, Treasurer

Administrative Staff in Attendance:

Julie Wojtylko - Chief of Staff; Stephen Hitchcock - City Attorney; Robert McCraight - Director of Public Services & Economic Development

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

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Tina Talley, Eva Webb

Nays - None

Motion Carried Unanimously.

3. Public Hearing Discussion: 5873 Wayne Rd & 6031 Wayne Rd

Robert McCraight, Director of Public Services & Economic Development, led the discussion. The properties in question were previously approved for demolition and removal of debris in February 2021. The properties were quit-claimed to new owners and the public hearing was necessary to afford the new owners an opportunity to plead their case. There were no representatives of the properties present at the public hearing.

4. Public Comment – No comments from the public.

5. Moved by Kathy Abdo, seconded by Tina Talley to adjourn the public hearing at 6:22 p.m.

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Tina Talley, Eva Webb

Nays - None

Motion Carried Unanimously.

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the regular meeting of the Romulus City Council held on October 4, 2021.

A handwritten signature in black ink, reading "Ellen L. Craig-Bragg".

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



**MINUTES OF THE ROMULUS CITY COUNCIL SPECIAL MEETING – STUDY SESSION
October 4, 2021**

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

The meeting was called to order at 6:45 p.m. by Mayor Pro-Tem John Barden.

1. Roll Call

Present: Kathy Abdo, John Barden, Tina Talley, Eva Webb

Absent / Excused: Celeste Roscoe, William Wadsworth, Virginia Williams

Administrative Officials in Attendance:

LeRoy Burcroff, Mayor

Ellen L. Craig-Bragg, Clerk (Remote from Romulus, MI)

Stacy Paige, Treasurer

- 2. Moved by Tina Talley, seconded by Eva Webb to accept the Special Meeting - Study Session Agenda as presented.**

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Tina Talley, Eva Webb

Nays - None

Motion Carried Unanimously.

3. Discussion: Quarterly Investment Report

Treasurer Paige led the discussion and presented a PowerPoint from PFM Asset Management LLC. She summarized the bank deposits, investment securities, sector allocations, maturity distribution, and portfolio earnings of the City's investment accounts. Treasurer Paige noted that the investment accounts are earning as much interest as they can and the health pandemic did affect the difference in earnings from the previous year.

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

- 5. Moved by Kathy Abdo, seconded by Tina Talley to adjourn the Special Meeting at 7:09 p.m.**

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Tina Talley, Eva Webb

Nays - None

Motion Carried Unanimously.

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the regular meeting of the Romulus City Council held on October 4, 2021.

A handwritten signature in black ink, reading "Ellen L. Craig-Bragg".

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



City of Romulus

Petitioner

Council Meeting Held: **October 11, 2021**

Item No. A.

General Description: Petitioner: Rachel Botu, Flowers in the Mitten; Petition: Special Event & Road Closure Request for October 30, 2021.

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, Clerk

Date: October 11, 2021

Re: Petitioner – Special Event & Road Closure Request

On September 21, 2021, the Clerk's Office received a Special Event Application by petitioner Rachel Botu (Flowers in the Mitten) with signatures of the property owners affected by the request. The petition was forwarded to the Assessing, Police/Ordinance, Public Works, and Fire Departments for their input and/or objections.

No objections were raised by the above departments.

A fee is assessed and collect by the event organizer to each vendor participating in the event. Those fees are used to finance supplies for the event/show, refreshments for vendors and visitors alike, and for advertisements of the event/show and vendors. None of the fees collected are for profit for Flowers in the Mitten according to the Rachel Botu. (owner)

The recommendation is to proceed forward with the attached special event application & road closure request for Council approval.



CITY COUNCIL AGENDA REQUEST FORM

Today's Date: _____

Proposed Agenda Date: _____

Name of person(s) proposing item: _____

Please Print

Title: _____

Name of Business / Organization (if applicable) _____

Address: _____

Contact Number: _____ Email Address: _____

Item request is for:

☐ Information Only ☐ Action Item ☐ Discussion/Action ☐ Report ☐ Other

Brief description /summary of the agenda item (as you would like it to appear on the agenda): _____

Does the subject concern a City Department? If so, please include name of department: _____

Does the subject concern a City Ordinance? If so, please include the Ordinance name or number. _____

Have you addressed your issue(s) with city/administrative staff? ____Yes ____No

Desired Outcome: _____

This request must be submitted to the City Clerk no later than the Wednesday prior to the City Council meeting. Council meetings are held on the 1st, 2nd and 4th Mondays at 7:30pm. Items submitted after this deadline, will be scheduled for the following City Council meeting.

Rachel Botu

Signature of person submitting agenda item

Date

cc: Mayor
Mayor Pro Tem
Chief of Staff



SPECIAL EVENT APPLICATION

TEMPORARY USE PERMIT REQUIRED BY CITY CODE OF ORDINANCE
PLEASE CONTACT CLERK'S OFFICE FOR CHARGES PERTAINING TO YOUR EVENT

Please include the following with this application:

- ✓ Copy of State of Michigan License or Permit (If applicable)
- ✓ Copy of Driver's Licenses

OWNER/ASSOCIATED NAMES/CONTACT PERSONS

Name of Business: Flowers in the Mitten

Corporation /Other Name:

Business Address: 36726 Goddard Rd.

Business Phone: (734) 992-8334

Business Fax:

Business E-mail: Flowersinthemitten@gmail.com

Business Website: Flowersinthemitten.com

RECEIVED
2021 SEP 21 A 1:20
CITY OF ROMULUS
CLERK'S OFFICE

STATE LICENSES / PERMITS REQUIRED FOR YOUR (IF APPLICABLE, MUST PROVIDE COPY)

Are you required to have a State of Michigan License or Permit for this type of business? ____ YES ____ NO If yes, please describe:

Type of Permit/license: Sales Tax, Food trucks have their licenses (Food in my parking lot)

Permit/Lic #: _____ Date Issued _____ Date Expires _____

AFFIDAVIT AND SIGNATURE

(All Owners/Applicants listed must sign this Application)

I (We) Rachel Botu am the OWNER/AGENT of said business making application for this Business Registration Certificate and/or am otherwise an authorized representative of said business. I (We) authorize the verification of the information provided on this application. I (We) am a citizen of the United States of America and otherwise authorized to do business under the laws of the state of Michigan and the United States of America. I (We) depose and state that all of the information provided in the foregoing application is true to the best of my knowledge, information, and belief.

1. Signature of applicant: Rachel Kay Botu

Date: 9/21/21

2. Signature of applicant:

Date:

NOTARY ACKNOWLEDGEMENT

STATE OF: Michigan

COUNTY OF: Wayne

On this 21st day of September 2021 before me personally appeared Rachel Botu who being duly sworn, deposes and says that the statements and answers contained therein are true.

1-14-2028
My Commission Expires

Sam Mullins
Notary Public, Wayne County, Michigan

October 30 event is 11-4 - road closed 7am(Setup) - 5pm(clean up)
Goddard & Olive to Goddard & Romaine

SEAN MULLINS
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jan. 14, 2028
Acting in the County of _____

WE, the undersigned of the 36700 block(s) of Goddard Rd between
2 **Number** **Street**

[illegible]

Page 17 of 76

Block Party/Special Event Petition Goddard Olive to Romaine 09.28.2021

Parcel Number	Address	Name on Asmt Roll	Signature	Front Footage	Notes
078 01 0269 000	36707 Goddard	James Chirrup	Jim Chirrup	85.00	
078 01 0270 000	36723 Goddard	Joanne Hankins	George Mennie	85.00	spouse?
078 01 0271 000	36766 Goddard	RJ's Auto Repair	Gregg Adkins	189.10	tenant
07801 0273 302	36724 - 36758 Goddard	Ronald Brugger	Craig Everingham	163.08	tenant
			Rachel Botu		tenant
			Daniel Young		tenant
078 01 0275 302	36700 Goddard	Ronald Brugger	NO SIGNATURE	80.87	
078 03 0051 000	36743 Goddard	Jacqueline Kaifesh	Calvin Gibbs	75.00	unable to confirm
078 03 0052 000	36755 Goddard	Mathew Thiede	NO SIGNATURE	60.00	
078 03 0053 000	36769 Goddard	Kyle Good	Heather Good	70.00	
078 03 0054 000	36805 Goddard	Joshua - Amy Elwart	Joshua Elwart	69.30	
				877.35	



City of Romulus

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

Council Meeting Held:

October 11, 2021

Item No. A.

General Description: Approval of the Chairperson's Report

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **October 11, 2021**

Item No. A.

General Description: Request for Road Closure

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: Request for Road Closure
DATE: October 6, 2021

I concur with Tanya Cofield, Recreation Coordinator and respectfully request a road closure on Hunt Street between Bibbins and Goddard for Friday, October 15, 2021, from 4:30 pm – 8:00 pm, for our Fall Family Fun Festival hayrides. The Hayride route will be West on Goddard to 5 points, east on Grant, north on Olive, east on Bibbins and north back on Hunt Street. This will insure the safety of all participants at our annual event.

Motion by _____ supported by _____ to concur with the administration and authorize the following road closure: Hunt Street between Bibbins and Goddard for Friday, October 15, 2021, from 4:30 pm – 8:00 pm, for our Fall Family Fun Festival hayrides.

INTEROFFICE MEMORANDUM

TO: Mayor LeRoy D. Burcroff
FROM: Tanya Cofield, Recreation Department Coordinator
Community Services Department
SUBJECT: Road Closure for Fall Family Fun Festival
DATE: October 6, 2021

I would like to request a road closure on Hunt Street between Bibbins and Goddard for Friday, October 15, 2021, from 4:30 – 8:00 pm, for our Fall Family Fun Festival hayrides. The Hayride route will be West on Goddard to 5 points, east on Grant, north on Olive, east on Bibbins and north back on Hunt Street. This will insure the safety of all participants at our annual event.

Should you concur, I respectfully request you forward this document to City Council for approval on October 11, 2021.

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

C Julie Wojtylko, Chief of Staff

Mike Laskaska, Director of Communication and Community Services



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **October 11, 2021**

Item No. B.

General Description: Cemetery Board Re-Appointments

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

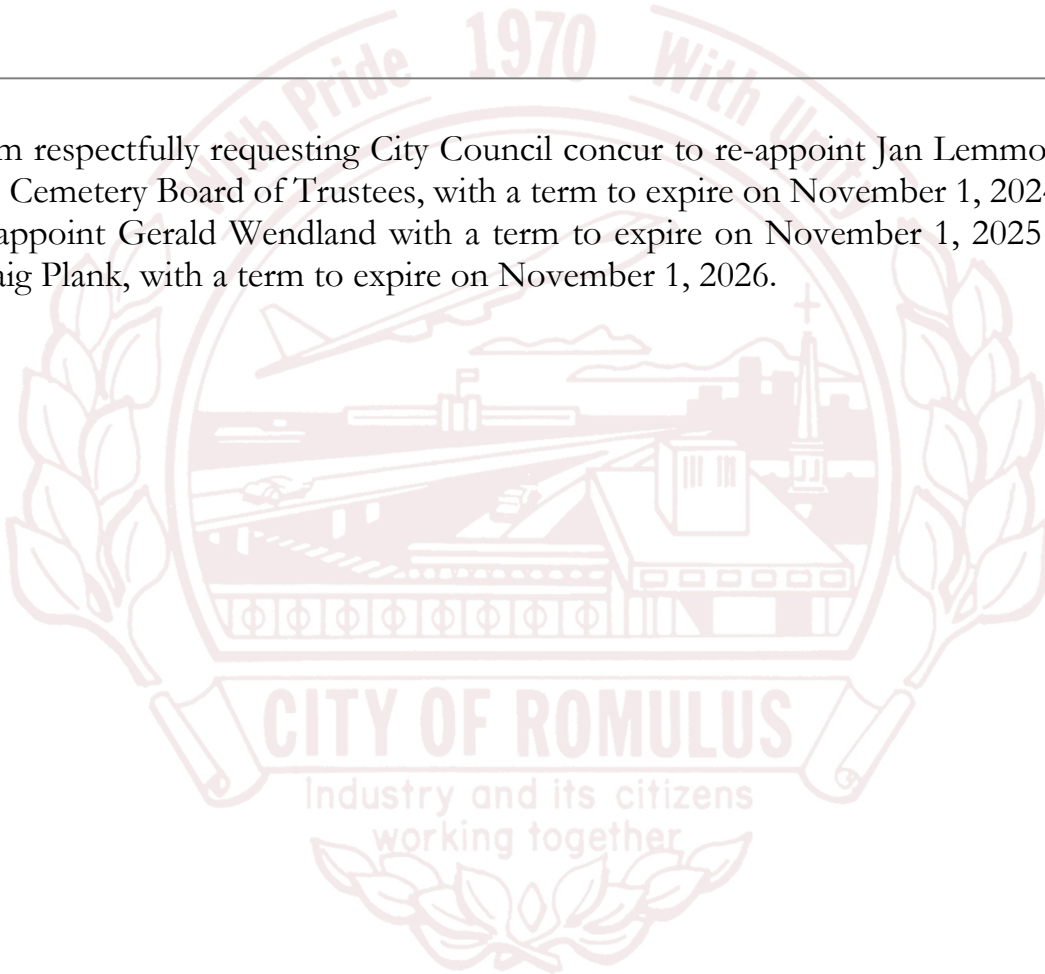
MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: Cemetery Board of Trustees Re-Appointments
DATE: September 30, 2021

I am respectfully requesting City Council concur to re-appoint Jan Lemmon to the Cemetery Board of Trustees, with a term to expire on November 1, 2024, to re-appoint Gerald Wendland with a term to expire on November 1, 2025 and Craig Plank, with a term to expire on November 1, 2026.



Motion by _____, supported by _____ to concur with the administration to re-appoint Jan Lemmon to the Cemetery Board of Trustees, with a term to expire on November 1, 2024, to re-appoint Gerald Wendland with a term to expire on November 1, 2025 and Craig Plank, with a term to expire on November 1, 2026.



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **October 11, 2021**

Item No. C.

General Description: Professional Services Agreement Extension - OHM

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: Professional Services Agreement Extension - OHM
DATE: October 6, 2021

I concur with the recommendation of Roberto Scappaticci, DPW Director and legal counsel, and respectfully request City Council authorize the Mayor and Clerk to extend the professional services agreement with Orchard, Hiltz, and McCliment (OHM) until December 31, 2021.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to extend the professional services agreement with Orchard, Hiltz, and McCliment (OHM) until December 31, 2021.

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Mayor LeRoy D. Burcroff

FROM: Roberto J. Scappaticci, DPW Director

CC: Robert McCraight, Director of Public Services & Econ. Develop.
Kathy Hood, Assistant Director of DPW

DATE: October 6th, 2021

SUBJECT: Professional Services Agreement Extension (PSA) – With OHM
Engineering

Mayor,

Based on the expiration of the OHM contract this month, the DPW recommends extending the professional services agreement until the end of the year. This will provide continuity with insurance, and contracts requirement with project currently underway.

In addition, the City Attorney's office, Steve Hitchcock, has approved the contract extension with minor changes. At this time, please proceed with presentation to City Council and signature of the agreement.

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

Sincerely,



Roberto J. Scappaticci, DPW Director

y:\admin documents\psa's\letter to council.doc

CONTINUING SERVICES AGREEMENT

Between
City of Romulus
And
Orchard, Hiltz & McCliment, Inc.
For
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____, between the **City of Romulus** with its main office located at 11111 Wayne Road, Romulus, Michigan 48174 (CLIENT) and **Orchard, Hiltz & McCliment, Inc.**, a Michigan corporation with its main office located at 34000 Plymouth Road, Livonia, MI 48150 (CONSULTANT).

From time to time CLIENT intends to engage CONSULTANT to provide professional services. This Agreement sets forth the general terms and conditions which shall govern the relationships and performance of CLIENT and CONSULTANT, if and only if one or more individual Project Supplements are agreed to under this Agreement. Each engagement will be documented by an individual Project Supplement.

CLIENT and CONSULTANT in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 – SERVICES OF CONSULTANT

1.01 Scope

A. The services to be provided by CONSULTANT will include the Basic and Additional Services set forth in Exhibit A, “Schedule of Consultant Services,” as authorized by CLIENT as provided herein. Services for each Specific Project will be detailed in a duly executed individual Project Supplement. Each Project Supplement will indicate the specific tasks and functions to be performed and deliverables to be provided.

B. The general format of a Project Supplement is shown in Attachment 1 to Exhibit A.

C. This Agreement is not a commitment by CLIENT to CONSULTANT to issue any Project Supplements.

D. CONSULTANT shall not be obligated to perform any prospective Project Supplement unless and until CLIENT and CONSULTANT agree as to the particulars of the Specific Project, CONSULTANT’S services, CONSULTANT’S compensation, and all other appropriate matters.

1.02 Project Supplement Procedure

A. CLIENT and CONSULTANT shall agree on the scope, time for performance, and basis of compensation for each Project Supplement.

B. CONSULTANT will commence performance as set forth in the Project Supplement.

ARTICLE 2 – CLIENT’S RESPONSIBILITIES

2.01 General

CLIENT shall have the responsibilities set forth herein, in Exhibit B, “Schedule of Client’s Responsibilities,” and in each Project Supplement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES; SUSPENSION

3.01 Term

A. This Agreement shall be effective and applicable to Project Supplements issued hereunder from the effective date of the Agreement until December 31, 2021.

B. This Agreement may be extended or renewed, with or without changes, by written amendment establishing a new term.

3.02 Times for Rendering Services

A. The times for performing services or providing deliverables will be stated in each Project Supplement. If no times are so stated, CONSULTANT will perform services and provide deliverables within a reasonable time.

B. For purposes of this Agreement, the term “day” means a calendar day of 24 hours.

C. The time for a party’s performance will be extended to the extent performance was delayed by causes beyond the control and without the fault of the party seeking the extension. That party shall promptly notify the other party in writing when it is being delayed.

3.03 Suspension

A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase under a Project Supplement, or if CONSULTANT’S services are delayed through no fault of CONSULTANT, CONSULTANT may, after giving seven days written notice to CLIENT, suspend services under the individual Project Supplement.

B. If CONSULTANT’S services under a Project Supplement are delayed or suspended in whole or in part by CLIENT, or if

CONSULTANT'S services under an individual Project Supplement are extended by a Contractor's actions or inactions for more than 90 days through no fault of CONSULTANT, CONSULTANT shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect incremental costs incurred by CONSULTANT in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under the individual Project Supplement has been revised.

ARTICLE 4 – PAYMENTS TO CONSULTANT

4.01 Payment for Services and Reimbursable Expenses of CONSULTANT

CLIENT shall pay CONSULTANT as set forth herein and in each individual Project Supplement.

4.02 Other Payment Provisions

A. *Preparation of Invoices.* Invoices for each individual Project Supplement will be prepared in accordance with CONSULTANT'S standard invoicing practices and will be submitted to CLIENT by CONSULTANT monthly, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C, "Payments to Consultant for Services and Reimbursable Expenses," and each individual Project Supplement.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payments due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT'S invoice, the amounts due CONSULTANT will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less) from said 30th day.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. Payments Upon Termination.

1. In the event of any termination under paragraph 6.06, CONSULTANT will be entitled to invoice CLIENT and will be paid in accordance with each individual Project Supplement for all services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

2. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, CONSULTANT, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT'S subconsultants, and other related close-out costs, using

methods and rates for additional services as set forth in each individual Project Supplement.

E. *Records of CONSULTANT'S Costs.* Records of CONSULTANT'S costs pertinent to CONSULTANT'S compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT'S charges and upon CLIENT'S timely request, copies of such records will be made available to CLIENT at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement (**an individual Project Supplement**) by any level of government that impose taxes, fees, or costs on CONSULTANT'S services or other costs in connection with this Project or compensation thereof, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees or costs be imposed, they shall be in addition to CONSULTANT'S estimated total compensation.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

CONSULTANT'S opinions of probable Construction Cost (if any) are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgment as an experienced and qualified professional generally familiar with the industry. However, since the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over a Contractor's methods of determining prices, or over competitive bidding or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by CONSULTANT. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator as provided in Exhibit B.

5.02 Opinions of Total Project Costs

CONSULTANT assumes no responsibility for the accuracy of opinions of total project costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards and Parameters of Performance

A. The standard of care for all professional consulting and related services performed or furnished by CONSULTANT in this Agreement will be the care and skill ordinarily used by members of CONSULTANT'S profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT'S services.

B. CONSULTANT shall be responsible for the technical accuracy of its services and documents resulting there from,

and CLIENT shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

C. CONSULTANT shall serve as CLIENT'S prime professional under each individual Project Supplement. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services. CONSULTANT shall not be required to employ any subconsultant unacceptable to CONSULTANT.

D. CONSULTANT and CLIENT shall comply with applicable laws or regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of the effective date of each individual Project Supplement. Changes to these requirements after the effective date of each individual Project Supplement may be the basis for modifications to CLIENT'S responsibilities or to CONSULTANT'S scope of services, times of performance, or compensation.

E. CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of the CONSULTANT.

G. Prior to the commencement of the Construction Phase on a Specific Project, CLIENT shall notify CONSULTANT of any variations or any other notice or certification that CONSULTANT will be requested to provide to CLIENT or third parties in connection with a Specific Project. CLIENT and CONSULTANT shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable CONSULTANT to provide notices or certifications requested.

H. If a Construction Cost limit for a Specific Project is established between CLIENT and CONSULTANT, such Construction Cost limit and a statement of CONSULTANT'S rights and responsibilities with respect thereto will be specifically as set forth in this Agreement and the individual Project Supplement.

I. CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain within its services for that specific project. CLIENT agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the

CONSULTANT in any way contingent upon CONSULTANT signing any such certification.

J. If CONSULTANT provides services during the construction phase of a specific project, CONSULTANT shall not supervise, direct, or have control over a Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with laws and regulations applicable to a Contractor's furnishing and performing the work.

K. CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the contract documents.

L. CONSULTANT shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of a Contractor's agents or employees or any other persons (except CONSULTANT'S own employees) at a site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the contract documents given by CLIENT without consultation and advice of CONSULTANT.

M. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. C700, 2002, unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

Contemporaneous with the execution of each individual Project Supplement, CONSULTANT and CLIENT shall designate specific individuals to act as CONSULTANT'S and CLIENT'S representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of CLIENT under the individual Project Supplement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to a specific project on behalf of each respective party.

6.03 Design without Construction Phase Services

It is understood and agreed that if CONSULTANT'S basic services under an individual Project Supplement do not include project observation, or a review of a Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT or others, then CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation or review and waives any claims against CONSULTANT that may be in any way connected thereto. In such a case, CONSULTANT'S basic services under the applicable individual Project Supplement will be considered completed upon completion of the Final Design Phase or Bidding Phase

as outlined in Exhibit A and the individual Project Supplement.

6.04 Use of Documents

A. Upon completion or termination of this Agreement, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specification, field notes, investigations, copies of computer files and drawings, studies and reports shall become the property of and be delivered to the CLIENT. Copies of CLIENT-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to CONSULTANT pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to CONSULTANT are only for convenience of CONSULTANT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30-day acceptance period will be corrected by the party delivering the electronic files. CONSULTANT shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

C. When transferring documents in electronic media format, CONSULTANT makes no representations as to compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of a Specific Project.

D. CLIENT may make and retain copies of Documents for information and reference in connection with use on a Specific Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Specific Project for which they were prepared or on any other project. Any such reuse or modification without written verification or adaptation by CONSULTANT, as appropriate for the specific purpose intended, will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT'S subconsultants. CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT'S subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting there from.

E. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

F. Any verification of adaptation of the Documents for extensions of the Specific Project for which they were prepared or for any other project will entitle the CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

6.05 Insurance

A. CONSULTANT shall procure and maintain insurance as set forth in Exhibit D, "Insurance."

B. CLIENT shall require Contractors to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause CONSULTANT and CONSULTANT'S subconsultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for a Specific Project.

C. All policies of property insurance shall contain provisions to the effect that CONSULTANT and CONSULTANT'S subconsultants interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

D. At any time, CLIENT may request that CONSULTANT, at CLIENT'S sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit D. If so requested by CLIENT, with the concurrence of CONSULTANT, and if commercially available, CONSULTANT shall obtain and shall require CONSULTANT'S subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT, and Exhibit D will be amended to incorporate these requirements.

6.06 Termination

The obligation to provide further services under this Agreement or any individual Project Supplement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any individual Project Supplement here under through no fault of the terminating party.

b. By CONSULTANT:

1) upon seven days written notice if CONSULTANT believes that CONSULTANT is being requested by CLIENT to furnish or perform services contrary to CONSULTANT'S responsibilities as a licensed professional; or

2) upon seven days written if CONSULTANT'S services under an individual Project Supplement are delayed or suspended for more than 90 days for reasons beyond CONSULTANT'S control.

3) CONSULTANT shall have no liability to CLIENT on account of such termination.

c. Notwithstanding the foregoing, neither this Agreement nor any individual Project Supplement will terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after date of receipt of the notice.

2. *For convenience,*

a. By CLIENT effective upon the receipt of notice by CONSULTANT.

b. The terminating party under paragraphs 6.06.1 or 6.06.2 may set the effective date of termination of this Agreement or any individual Project Supplement at a time up to 30 days later than otherwise provided to allow CONSULTANT to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble materials in orderly files.

6.07 Controlling Law

This Agreement is to be governed by the law of the State of Michigan.

6.08 Nondiscrimination and Affirmative Action

The CONSULTANT agrees to take affirmative action to assure that applicants are employed and the employees are treated during employment in a manner, which provides equal employment opportunity and eliminates any inequality based upon race, national origin, gender, sexual orientation, religion, disability, height, weight, marital status, or veteran status.

6.09 Successors, Assigns, and Beneficiaries

A. CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and CONSULTANT (and to the extent permitted by paragraph 6.09.B the assigns of CLIENT and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither CLIENT nor CONSULTANT may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or CONSULTANT to any Contractor, Contractor's subcontractor, supplier, other individual entity, or to any surety for or employee of any of them.

2) All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph, 6.09.C, shall appear in any Contract Documents prepared for any Specific Project under this Agreement.

6.10 Dispute Resolution

CLIENT and CONSULTANT agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action, unless delay in initiating legal action would irrevocably prejudice one of the parties.

6.11 Hazardous Environmental Condition

A. CLIENT represents to CONSULTANT that to the best of its knowledge a Hazardous Environmental Condition does not exist on a Site for a Specific Project, unless set forth in the individual Project Supplement.

B. CLIENT shall disclose to the best of its knowledge to CONSULTANT the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the site of any specific project, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, CONSULTANT shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that CONSULTANT'S scope of services in any individual Project Supplement shall not include any services related to Hazardous Environmental Condition unless specifically agreed to in an individual Project Supplement. In the event CONSULTANT or any other party encounters a Hazardous Environmental Condition not specifically identified in the individual Project Supplement, CONSULTANT may, at its option and without liability for

consequential or any other damages, suspend performance of services on the portion of the specific project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site of a specific project is in full compliance with applicable laws and regulations.

E. CLIENT acknowledges that CONSULTANT is performing professional services for CLIENT and that CONSULTANT is not and shall not be required to become an “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site of a specific project in connection with CONSULTANT’S activities under this Agreement.

F. If CONSULTANT’S services under any individual Project Supplement cannot be performed because of a Hazardous Environmental Condition not specifically identified in the individual Project Supplement, the existence of the condition shall justify CONSULTANT’S terminating that individual Project Supplement for cause on 30 days’ notice.

6.12 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT’S officers, directors, partners and employees from and against any and all costs, losses and damages (including, but not limited to all fees and charges of CLIENTS, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT’S officers, directors, partners, employees, and CONSULTANT’S consultants in the performance and furnishing of CONSULTANT’S services under this Agreement.

2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, consultants officers, directors, partners, employees, and CONSULTANT’S consultants from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of CONSULTANT’S, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT’S officers, directors, partners, employees and CLIENT’S other consultants with respect to this Agreement.

3. To the fullest extent permitted by law, CONSULTANT’S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss or damages caused in part by the negligence of CONSULTANT and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT’S negligence bears to the total negligence of

CLIENT, CONSULTANT, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.12.A.2. of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and CONSULTANT’S subconsultants from and against all costs, losses and damages (including, but not limited to all fees and charges of CONSULTANT’S attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) cause by, arising out of or resulting from a hazardous environmental condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed work), including the loss of use resulting there from, and (ii) nothing in this paragraph 6.12.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity’s own negligence or willful misconduct.

B. Limitation of Consultant’s Liability

1. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT’S officers, directors, partners, employees, agents, and consultants, and any of them to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to specific project from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of CONSULTANT or CONSULTANT’S officers, directors, partners, employees, agents or consultants, or any of them, shall not exceed the total compensation received by CONSULTANT for the individual Project Supplement.

6.13 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.14 Applicability of Continuing Services Agreement to individual Project Supplement

The terms and conditions set forth in this Agreement apply to each individual Project Supplement as if set forth in the individual Project Supplement, unless specifically modified. In the event of conflicts between this Agreement and an individual Project Supplement, the conflicting provisions of the individual Project Supplement shall take precedence for the individual Project Supplement. The provisions of this Agreement shall be modified only by a written amendment. Such amendments shall be applicable to all individual Project Supplements issued after the effective date of the amendment if not otherwise set forth in the amendment.

6.15 Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.16 Severability

Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.17 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.18 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

6.19 Non-Exclusive and Non-Limiting Agreement

A. Nothing herein shall establish an exclusive relationship between CLIENT and CONSULTANT. CLIENT may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and CONSULTANT may enter into similar or different agreements with other Clients for the same or different services as contemplated hereunder.

B. The cumulative scope of CONSULTANT'S services and CONSULTANT'S compensation as agreed to in Individual Project Supplements hereunder shall not be limited by this Agreement.

ARTICLE 7 – DEFINITIONS

7.01 Defined Terms

Wherever used in this Agreement (including the Exhibits hereto and any Individual Project Supplement) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the Bidding Documents.
2. *Additional Services*-- Services to be performed for or furnished to CLIENT by CONSULTANT in accordance with

an Individual Project Supplement which are not included in Basic Services for that Individual Project Supplement.

3. *Agreement*--This "Master Agreement between CLIENT and CONSULTANT for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--the form acceptable to CONSULTANT and CLIENT which is to be used by a contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*-- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--Specified services to be performed for or furnished to CLIENT by CONSULTANT in accordance with an Individual Project Supplement.

7. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*-- document recommended by CONSULTANT, which is signed by a Contractor and CLIENT to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.

10. *Construction Agreement*--The written instrument, which is evidence of the agreement, contained in the Contract Documents, between CLIENT and a Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between CLIENT and a Contractor concerning the Work.

12. *Construction Cost*-- The cost to CLIENT of those portions of an entire Specific Project designed or specified by CONSULTANT. Construction Cost does not include costs of services of CONSULTANT or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or CLIENT'S costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to CLIENT pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*-- Documents that establish the rights and obligations of the parties engaged in construction and

include the Construction Agreement between CLIENT and a Contractor, Addenda (which pertain to the Contract Documents), a contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and CONSULTANT'S written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by CLIENT to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by CONSULTANT'S written recommendation of final payment.

16. *Contractor*--An individual or entity with whom CLIENT enters into a Construction Agreement for a Specific Project.

17. *Correction Period*--The time after Substantial Completion during which a Contractor must correct, at no cost to CLIENT, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract documents, or has been damaged prior to CONSULTANT'S recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by CONSULTANT to CLIENT pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by CONSULTANT, which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the

Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *Effective Date of the Individual Project Supplement*--The date indicated in the Individual Project Supplement on which it becomes effective, but if no such date is indicated, it means the date on which the Individual Project Supplement is signed and delivered by the last of the two parties to sign and deliver.

24. *CONSULTANT'S Consultants*--Individuals or entities having a contract with CONSULTANT to furnish services with respect to a Specific Project as CONSULTANT'S independent professional associates, Consultants, subcontractors, or vendors. The term CONSULTANT includes CONSULTANT'S Consultants.

25. *Field Order*--A written order issued by CONSULTANT, which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

26. *General Conditions*--That part of the Contract Documents, which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project.

27. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with a Specific Project.

28. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

29. *Individual Project Supplement*--A document executed by CLIENT and CONSULTANT, including amendments if any, stating the scope of services, CONSULTANT'S compensation, times for performance of services and other relevant information for a Specific Project.

30. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

31. *PCB's*--Polychlorinated biphenyls.

32. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at 32 degrees Fahrenheit and 14.7 pounds per square inch absolute, such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

33. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2001 et seq.) as amended from time to time.

34. *Record Drawings*--The Drawings as issued for construction on which CONSULTANT, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which CONSULTANT considers significant based on record documents furnished by Contractor to CONSULTANT and which were annotated by Contractor to show changes made during construction.

35. *Reimbursable Expenses*--The expenses incurred directly by CONSULTANT in connection with the performing or furnishing of Basic and Additional Services for a Specific Project for which CLIENT shall pay CONSULTANT as indicated in Exhibit C or an Individual Project Supplement.

36. *Resident Project Representative*--The authorized representative, if any, of CONSULTANT assigned to assist CONSULTANT at the Site of a Specific Project during the Construction Phase. The Resident Project Representative will be CONSULTANT'S agent or employee and under CONSULTANT'S supervision. As used herein, the term Resident Project Representative includes any assistant of Resident Project Representative agreed to by CLIENT. The duties and responsibilities of the Resident Project Representative will be as set forth in each Individual Project Supplement.

37. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information, which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to CONSULTANT to illustrate some portion of the Work.

39. *Site*--Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by CLIENT upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by CLIENT, which are designated for use of a Contractor.

40. *Specifications*--That part of the Contract Documents prepared by CONSULTANT consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.

41. *Specific Project*--An undertaking of CLIENT as set forth in an Individual Project Supplement.

42. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of CONSULTANT, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part

thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

43. *Supplementary Conditions*--That part of the Contract documents which amends or supplements the General Conditions.

44. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of CONSULTANT or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or CLIENT'S costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to CLIENT pursuant to Exhibit B of this Agreement.

45. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a Specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.

46. *Work Change Directive*--A written directive to a Contractor signed by CLIENT upon recommendation of the CONSULTANT, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

47. *Written Amendment*--A written amendment of the Contract Documents signed by CLIENT and a Contractor on or after the Effective Date of a Construction Agreement and normally dealing with the non-consulting or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits

- A. Description of CONSULTANT'S Services
- B. Schedule of CLIENT'S Responsibilities
- C. Payments to CONSULTANT
- D. Insurance

Attachments

- Schedule A to Exhibit C
- Attachment 1 to Exhibit A

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 25 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between CLIENT and

CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

City of Romulus
CLIENT

Orchard, Hiltz & McCliment, Inc.
CONSULTANT

Leroy D. Burcroff
Mayor

Kent J. Early, PE
Chief Operating Officer

Date

Date

Ellen Craig-Bragg
City Clerk

Date

Schedule of CONSULTANT'S Services

Services to be provided under an individual Project Supplement may include the following:

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

(Note: On a road or bridge design project this phase may be referred to as the Base Plan or TS&L Phase.)

A. Upon written authorization from CLIENT, CONSULTANT shall:

1. Consult with CLIENT to define and clarify CLIENT'S requirements for a Specific Project and available data.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility companies.
3. Advise CLIENT as to the necessity of CLIENT'S providing data or services of the types described in Exhibit B, which are not part of CONSULTANT'S basic services, and, if requested, assist CLIENT in obtaining such data and services.
4. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of a Specific Project designed or specified by CONSULTANT, including but not limited to mitigating measures identified in the environmental assessment.
5. Identify and evaluate the number of alternate solutions available to CLIENT listed in the individual Project Supplement for a Specific Project, and, after consultation with CLIENT, recommend to CLIENT those solutions, which in CONSULTANT'S judgment meet CLIENT'S requirements for a Specific Project.
6. Prepare a report (the "Report/Base Plans") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to CLIENT which CONSULTANT recommends.
7. Furnish the number of review copies of the Report/Base Plans to CLIENT within the time period set forth in the individual Project Supplement and review it with CLIENT.

8. Revise the Report/Base Plans in response to CLIENT'S and other parties' comments, as appropriate, and furnish the number of final copies of the revised Report/Base Plans to the CLIENT within the time period set forth in the individual Project Supplement.

B. CONSULTANT'S services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report/Base Plans have been delivered to CLIENT.

A1.02 Preliminary Design Phase

A. After determination by CLIENT of the scope, extent, character or design requirements of a Specific Project, including the acceptance with any specific modifications by CLIENT of CONSULTANT'S Report/Base Plans, if any, from a preceding phase or Specific Project, and upon written authorization from CLIENT to provide Preliminary Design Phase Services, CONSULTANT shall:

1. On the basis of the above acceptance, selection and authorization, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of a Specific Project.
2. Advise CLIENT if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist CLIENT in obtaining such reports, data, information, or services.
3. Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Costs.
4. Furnish the Preliminary Design Phase documents to and review them with CLIENT.
5. Submit to CLIENT the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Costs within the time period set forth in the individual Project Supplement.
6. CONSULTANT'S services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to CLIENT.

A1.03 Final Design Phase

- A. After determination by CLIENT of the scope, extent, character, or design requirements of a Specific Project, including the acceptance of any specific modifications by CLIENT of a preceding phase or Specific Project, and upon written authorization from CLIENT to provide Final Design Phase Services, CONSULTANT shall:
1. On the basis of the above acceptance, direction, and authorization, prepare final drawings indicating the scope, extent, and character of work to be performed and furnished by Contractor. Specifications and special provisions will be prepared, where appropriate, in general conformance with the [Michigan Department of Transportation Standard Specifications for Construction].
 2. Provide technical criteria, written descriptions, and design data for CLIENT'S use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist CLIENT in consultations with appropriate authorities.
 3. Provide CLIENT a current opinion of probable Construction Costs.
 4. Prepare and furnish Bidding Documents for review and approval by CLIENT, its legal counsel, and other advisors, as appropriate, and assist CLIENT in the preparation of other related documents.
 5. Submit the number of final copies of the Bidding Documents and a current opinion of probable Construction Cost to CLIENT with the time period set forth in the individual Project Supplement.
- B. CONSULTANT'S services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.5. have been delivered to CLIENT.

A1.04 Bidding Phase

- A. Upon written authorization from CLIENT to provide Bidding Phase Services, CONSULTANT shall:
1. Assist CLIENT in advertising for and obtaining bids or negotiating proposals for the work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
 2. Issue addenda as appropriate to clarify, correct, or change the Bidding Documents.
- B. The Bidding Phase will be considered complete upon commencement of the construction phase or upon cessation of negotiations with prospective Contractors (except as may be required) if Exhibit E (Notice of Acceptability of Work) is a part of the individual Project Supplement.

A1.05 Construction Phase

- A. Upon written authorization from CLIENT to provide Construction Phase Services, CONSULTANT shall:
1. *General Administration of Construction Contract.* Consult with CLIENT and act as CLIENT'S representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned in said General Conditions shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CLIENT'S instructions to Contractor will be issued through CONSULTANT, who shall have authority to act on behalf of CLIENT in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
 2. *Resident Project Representative (RPR).* Provide the services of an RPR at the site of the Specific Project to assist the CONSULTANT and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the individual Project Supplement. Exhibit D "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," shall be modified for the individual Project Supplement. The furnishing of such RPR's services will not extend CONSULTANT'S responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
 3. *Selecting Independent Testing Laboratory.* Assist CLIENT in the selection of an independent testing laboratory perform the services identified in paragraph B2.01.0.
 4. *Pre-Construction Conference.* Participate in a pre-construction conference prior to commencement of work at the site.
 5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the work, which in CONSULTANT'S judgment are necessary to enable Contractor to proceed, unless Contractor staking is included in Contractor's contract.
 6. *Visits to Site and Observation of Construction.* In connection with observations of work in progress:

- a. Make visits to the site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the work. Such visits and observations by CONSULTANT, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the work in progress or to involve detailed inspections of the work in progress beyond the responsibilities specifically assigned to CONSULTANT in the individual Project Supplement and the contract documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on CONSULTANT'S exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, CONSULTANT will determine in general if Contractor's work is proceeding in accordance with the contract documents, and CONSULTANT shall keep the CLIENT informed of the progress of the work.
- b. The purpose of CONSULTANT'S visits to, and representation by the Resident Project Representative, if any, at the site of the Specific Project, will be to enable CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the construction phase, and, in addition, by the exercise of CONSULTANT'S efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that the completed work will conform in general to the contract documents and that the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents has been implemented and preserved by Contractor. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over the work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the contract documents.
7. Defective Work. Have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed project that conforms generally to the contract document or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents.
8. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the contract documents. CONSULTANT may issue field orders authorizing minor variations from the requirements of the contract documents.
9. Change Orders and Work Change Directives. Recommend change orders and work change directives to CLIENT, as appropriate, and prepare change orders and work change directives as required.
10. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to shop drawings and samples and other data which Contractor is required to submit, but only for conformance with the information given in the contract documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the contract documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. CONSULTANT has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to CONSULTANT.
11. Inspections and Tests. Require such special inspections or tests of the work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the contract documents. CONSULTANT'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the contract documents. CONSULTANT shall be entitled to rely on the results of such tests.
12. Disagreements between CLIENT and Contractor. Render formal written decisions on all claims of

CLIENT and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to CLIENT or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

13. Applications for Payment. Based on CONSULTANT'S observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT'S representation to CLIENT, based on such observations and review, that, to the best of CONSULTANT'S knowledge, information and belief, the work has progressed to the point indicated, the quality of such is generally in accordance with the contract documents (subject to an evaluation of the work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the contract documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is CONSULTANT'S responsibility to observe the work. In the case of unit price work, CONSULTANT'S recommendations of payment will include final determinations of quantities and classifications of the work (subject to any subsequent adjustments allowed by the contract documents). The responsibilities of CONSULTANT contained in paragraph A1.05.A.6.a. are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.
 - b. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check the quality or quantity of the work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the contract documents. Neither CONSULTANT'S review of the work for the purposes of recommending payments nor CONSULTANT'S recommendations of any payment including final payment will impose on

CONSULTANT responsibility to supervise, direct, or control the work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws and regulations applicable to the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the contract price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to CLIENT free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.

14. Contractor's Completion Documents.
 - a. Receive and review maintenance and operating instructions, schedules, and guarantees.
 - b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents, certificates of inspection, tests and approvals, shop drawings, samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the contract documents to obtain final payment. The extent of such CONSULTANT'S review will be limited as provided in paragraph A1.05.A.10.
 - c. CONSULTANT shall transmit these documents to CLIENT.
15. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire work ready for its intended use, in company with CLIENT and Contractor, conduct an inspection to determine if the work is substantially complete. If after considering any objectives of CLIENT, CONSULTANT considers the work substantially complete, CONSULTANT shall deliver a certificate of Substantial Completion to CLIENT and Contractor.
16. Final Notice of Acceptability of the Work. Conduct a final payment inspection to determine if the completed work of contract is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the work is acceptable (subject to the provisions of paragraph A1.05.A.14.b.) to the best of CONSULTANT'S knowledge, information, and belief

and based on the extent of the services provided by CONSULTANT under this Agreement.

- B. Duration of Construction Phase. The construction phase will commence with the execution of the first Construction Agreement for a Specific Project or any part thereof and will terminate upon written recommendation by CONSULTANT for final payment to Contractors. If a Specific Project involves more than one prime contract as indicated in the individual Project Supplement. Construction Phase services may be rendered at different times in respect to the separate contracts.
- C. Limitation of Responsibilities. CONSULTANT shall not be responsible for the acts of omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the work. CONSULTANT shall not be responsible for failure of any Contractor to perform or furnish the work in accordance with the contract documents.

A1.06 Post-Construction Phase

- A. Upon written authorization from CLIENT to begin post-construction phase services, CONSULTANT shall:
 - 1. Together with CLIENT, visit the Specific Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 - 2. In company with CLIENT or CLIENT'S representative, provide an inspection of the Specific Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in the individual Project Supplement, will terminate at the end of the Correction Period.

Part 2 – Additional Services

A2.01 Additional Services Requiring CLIENT'S Authorization in Advance

- A. If authorized in writing by CLIENT, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by CLIENT as indicated in an individual Project Supplement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with a Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT.
3. Services resulting from significant changes in the scope, extent, or character of the portions of a Specific Project designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, CLIENT'S schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the individual Project Supplement or are due to any other causes beyond CONSULTANT'S control.
4. Services resulting from CLIENT'S request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.
5. Services required as a result of CLIENT'S providing incomplete or incorrect project information with respect to Exhibit B.
6. Providing renderings or models for CLIENT'S use.
7. Providing construction surveys and staking to enable a Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related Consulting services needed for the transfer of interests in real property; and providing other special field surveys.
8. Providing Construction Phase services beyond the Contract Times set forth in the individual Project Supplement.
9. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

10. Preparing and furnishing to CLIENT, in the format agreed to, Record Drawings showing appropriate record information based on project annotated record documents received from Contractor.
11. Preparing to serve or serving as a CONSULTANT or witness for CLIENT in any litigation, arbitration or other dispute resolution process related to a Specific Project.
12. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT so as to make the compensation commensurate with the extent of the Additional Services rendered.
13. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
14. Additional or extended services during construction made necessary by (a) a significant amount of defective, neglected or delayed Work by a Contractor, or (b) default by a Contractor.
15. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work on a Specific Project by CLIENT prior to its Substantial Completion.
16. Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by a Contractor or others in connection with the Work on a Specific Project.

17. Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement or an individual Project Supplement.

A2.02 Additional Services Not Requiring CLIENT'S Authorization in Advance

- A. CONSULTANT shall perform or furnish, without requesting or receiving specific advance authorization from CLIENT, the Additional Services of the types listed below. CONSULTANT shall advise CLIENT in writing within seven days after beginning any such Additional Services. If CLIENT does not want CONSULTANT to continue to perform or furnish the services, CLIENT shall notify CONSULTANT in writing to cease, and CONSULTANT shall comply.
 1. Additional or extended services during construction made necessary by (a) emergencies endangering the Work, (b) an occurrence of a Hazardous Environmental Condition, (c) Work damaged by fire or other cause during construction, or (d) acceleration of the progress schedule involving services beyond normal working hours.

ATTACHMENT 1 - SAMPLE

This is an individual **PROJECT SUPPLEMENT** consisting of ____ pages,
referred to in and part of the **Continuing Services Agreement** between
CLIENT and **CONSULTANT** for **Professional Services** dated
_____, 2021.

Project Supplement No. _____

In accordance with paragraph 1.01 of the Continuing Services Agreement between CONSULTANT and CLIENT for Professional Services dated _____ ("Agreement"), CONSULTANT and CLIENT agree as follows:

Specific Project Data

- A. Title: _____
- B. Description: _____

1. Services of CONSULTANT

2. CLIENT'S Responsibilities

3. Times for Rendering Services:

Phase	Completion Date/Time
Study and Report	
Preliminary Design	
Final Design	

4. Payments to CONSULTANT

A. Method(s) of Payment by Phases

CLIENT shall pay CONSULTANT for services within each phase as follows:

Phase	Method of Payment	
	Basic Services	Additional Services
Study and Report		
Preliminary Design		
Final Design		
Bidding or Negotiating		
Construction		
Post-Construction		
Other		

B. For Method of Payment A, Lump Sum:

The total compensation for services identified under paragraph 1 of the individual Project Supplement is estimated to be \$ _____ based on the following assumed distribution:

<i>Phase</i>	Estimated Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

C. For Method of Payment B, Standard Hourly Rates:

1. The Standard Hourly Rates shall be as shown on Appendix 1 of Exhibit C of the Continuing Services Agreement.
2. The total compensation for services identified under paragraph 1 of the individual Project Supplement is estimated to be \$_____ based on the following assumed distribution:

Phase	Estimated Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

D. For method of Payment C, Direct Labor Costs Times a Factor:

1. The Factor shall be [3.0] as stated in Exhibit C of the Continuing Services Agreement.
2. The total compensation for services identified under paragraph 1 of the individual Project Supplement is estimated to be \$_____ based on the following assumed distribution:

Phase	Estimated Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

E. For method of Payment D, Direct Labor Costs Plus Overhead Plus a Fixed Fee:

1. The Overhead Rate shall be [1.70] as stated in Exhibit C of the Continuing Services Agreement.
2. The total compensation for services identified under paragraph 1 of the individual Project Supplement is estimated to be \$_____ based on the following assumed distribution:

Phase	Estimated Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

5. Subconsultants:

6. Other Modifications to Continuing Services Agreement:

7. Attachments:

8. Documents Incorporated By Reference:

Approval and Acceptance: Approval and acceptance of this individual Project Supplement No. _____, including the attachments listed above, shall incorporate this document as part of the Continuing Services Agreement. CONSULTANT is authorized to begin performance upon its receipt of a copy of this individual Project Supplement signed by CLIENT.

The effective date of this individual Project Supplement No. _____ is _____, 2021.

CLIENT

Orchard, Hiltz & McCliment, Inc.
CONSULTANT

Name
Title

Name
Title

Date

Date

Schedule of CLIENT'S Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities except as stated in an individual Project Supplement.

B2.01 In addition to other responsibilities of CLIENT as set forth in this Agreement, CLIENT shall:

A. Provide CONSULTANT with all criteria and full information as to CLIENT'S requirements for a Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT'S standard forms, conditions, and related documents for CONSULTANT to include in the Bidding Documents, when applicable.

B. Furnish to CONSULTANT any other available information pertinent to a Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of a Specific Project.

C. Following CONSULTANT'S assessment of initially-available project information and data and upon CONSULTANT'S request, furnish or otherwise make available such additional project related information and data as is reasonably required to enable CONSULTANT to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Specific Project Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to a Specific Project, the Specific Project Site, and adjacent areas.

6. Data or consultations as required for a Specific Project but not otherwise identified in the Agreement, the Exhibits thereto, or the individual Project Supplement.

D. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition of a nature or extent not identified in the individual Project Supplement or of any other development that affects the scope or time of performance of CONSULTANT'S services, or any defect or nonconformance in CONSULTANT'S services or in the work of any Contractor.

E. Authorize CONSULTANT to provide Additional Services as set forth in the individual Project Supplement as required.

F. Arrange for safe access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under the individual Project Supplement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT for a Specific Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of a Specific Project designed or specified by CONSULTANT and such reviews, approvals, and consents from others as may be necessary for completion of each phase of a Specific Project.

I. Provide, as required for a Specific Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to a Specific Project as CLIENT requires, a Contractor raises, or CONSULTANT reasonably requests.

3. Such auditing services as CLIENT requires to ascertain how or for what purpose a Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise CONSULTANT of the identity and scope of services of any independent consultant employed by CLIENT to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Advertise for proposals from bidders and pay for all costs incident thereto.

L. Attend the pre-Bid conference, Bid opening (open the proposals at the appointed time and place), pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

M. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment and facilities of Owner, prior to their incorporation into the Work for a Specific Project with appropriate professional interpretation thereof.

N. Provide inspection or monitoring services by an individual or entity other than CONSULTANT (and disclose the identity of such individual or entity to CONSULTANT) as CLIENT determines necessary to verify:

1. That a Contractor is complying with any Laws and Regulations applicable to a Contractor's performing and furnishing the Work.
2. That a Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

O. Provide CONSULTANT with the findings and reports generated by the entities providing services pursuant to paragraph B2.01.O.

Payments to CONSULTANT for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – PAYMENTS TO CONSULTANT

C4.01 Method of Payment

Owner shall pay CONSULTANT for services in accordance with one or more of the following methods as identified in each individual Project Supplement:

1. Method A: Lump Sum
2. Method B: Standard Hourly Rates

C4.02 Explanation of Methods

A. Method A – Lump Sum:

1. CLIENT shall pay CONSULTANT a Lump Sum amount. The individual Project Supplement shall state the assumed distribution of the lump sum by phases.
2. The distribution of CONSULTANT'S compensation between phases may be altered with CLIENT'S approval, which shall not be unreasonably withheld. CONSULTANT'S total compensation shall not exceed the total lump sum amount unless approved in writing by CLIENT.
3. The Lump Sum will include compensation for CONSULTANT'S services and services of CONSULTANT'S subconsultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for CONSULTANT'S services will be based upon CONSULTANT'S estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method B – Standard Hourly Rates

1. Owner shall pay CONSULTANT an amount equal to the cumulative hours charged to the Specific Project by each class of CONSULTANT'S employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and CONSULTANT'S charges, if any.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. CONSULTANT'S current Standard Hourly Rates are attached to this Exhibit as Appendix 1.

4. The total estimated compensation for CONSULTANT'S services for the individual Project Supplement and the assumed distribution of compensation by phases shall be stated in the individual Project Supplement. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses and CONSULTANT'S charges, if any.

5. The amounts billed for CONSULTANT'S services under each individual Project Supplement will be based on the cumulative hours charged to the Specific Project during the billing period by each class of CONSULTANT'S employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and CONSULTANT'S charges, if any.

6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of the beginning of CONSULTANT'S fiscal year) to reflect equitable changes in the compensation payable to CONSULTANT.

C4.03 Reimbursable Expenses

Costs incurred by CONSULTANT in the performance of the individual Project Supplement in the following categories constitute Reimbursable Expenses:

The amounts payable to CONSULTANT for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by CONSULTANT, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of 1.15.

C4.04 Other Provisions Concerning Payment

A. Extended Contract Times. Should the Contract Times to complete the Work be extended beyond the period stated in the individual Project Supplement, payment for CONSULTANT'S services shall be continued based on the Standard Hourly Rates Method of Payment.

B. Estimated Compensation Amounts

1. CONSULTANT'S estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to CONSULTANT under the Agreement.

2. When estimated compensation amounts have been stated in an individual Project Supplement and it subsequently becomes apparent to CONSULTANT that a compensation amount thus estimated will be exceeded, CONSULTANT shall give CLIENT written notice thereof. Promptly thereafter CLIENT and CONSULTANT shall review the matter of services

remaining to be performed and compensation for such services. CLIENT shall either agree to such compensation exceeding said estimated amount or CLIENT and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT so that total compensation for such services will not exceed said estimated amount when such services are completed. If CONSULTANT exceeds the estimated amount before CLIENT and CONSULTANT have agreed to an increase in the compensation due CONSULTANT or a reduction in the remaining services, the CONSULTANT shall give written notice thereof to CLIENT and shall be paid for all services rendered thereafter.

OHM ADVISORS 2021 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$183.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$165.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$150.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$140.00
Project Specialist II	\$158.00
Project Specialist I	\$130.00
Graduate Engineer IV	\$145.00
Graduate Engineer III	\$138.00
Graduate Engineer II	\$130.00
Graduate Engineer I	\$123.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$132.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$112.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$100.00
Technician IV	\$140.00
Technician III	\$120.00
Technician II	\$103.00
Technician I	\$83.00
Engineering / Architectural / Interior Design Aide	\$65.00
Professional Surveyor III	\$162.00
Professional Surveyor II	\$150.00
Professional Surveyor I	\$135.00
Graduate Surveyor	\$115.00
Surveyor III	\$117.00
Surveyor II	\$110.00
Surveyor I	\$90.00
Surveyor Aide	\$70.00
Planner IV	\$160.00
Planner III	\$140.00
Planner II	\$118.00
Planner I	\$100.00
Planner Aide	\$65.00
Graphic Designer	\$110.00
Administrative Support	\$70.00
Clerical Aide	\$60.00
Principal	\$210.00
Sr. Associate	\$195.00
Associate	\$185.00

Rates as reflected subject to review and adjustment on an annual basis.
2021 Public Rates

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraphs 6.05.A and 6.05.B of the Agreement are as follows:

1. By CONSULTANT

a. Workers' Compensation:	\$1,000,000
b. Employer's Liability –	
1. Each Accident:	\$1,000,000
2. Disease, Policy Limit:	\$1,000,000
3. Disease, Each Employee:	\$1,000,000
c. General Liability –	
1. Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
2. General Aggregate:	\$2,000,000
d. Excess or Umbrella Liability –	
1. Each Occurrence:	\$5,000,000
e. Automobile Liability –	
1. Combined Single Limit (Bodily Injury and Property Damage): Each Accident	\$1,000,000
f. Professional Liability –	
1. Each Claim	\$3,000,000
2. Per Aggregate	\$5,000,000

OHM ADVISORS 2021 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$183.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$165.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$150.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$140.00
Project Specialist II	\$158.00
Project Specialist I	\$130.00
Graduate Engineer IV	\$145.00
Graduate Engineer III	\$138.00
Graduate Engineer II	\$130.00
Graduate Engineer I	\$123.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$132.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$112.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$100.00
Technician IV	\$140.00
Technician III	\$120.00
Technician II	\$103.00
Technician I	\$83.00
Engineering / Architectural / Interior Design Aide	\$65.00
Professional Surveyor III	\$162.00
Professional Surveyor II	\$150.00
Professional Surveyor I	\$135.00
Graduate Surveyor	\$115.00
Surveyor III	\$117.00
Surveyor II	\$110.00
Surveyor I	\$90.00
Surveyor Aide	\$70.00
Planner IV	\$160.00
Planner III	\$140.00
Planner II	\$118.00
Planner I	\$100.00
Planner Aide	\$65.00
Graphic Designer	\$110.00
Administrative Support	\$70.00
Clerical Aide	\$60.00
Principal	\$210.00
Sr. Associate	\$195.00
Associate	\$185.00

Rates as reflected subject to review and adjustment on an annual basis.
2021 Public Rates



City of Romulus

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

Council Meeting Held: **October 11, 2021**

Item No. A.

General Description: Second Reading and Final Adoption of Budget Amendment 21/22-8

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, Clerk

Date: October 11, 2021

Re: Second Reading & Final Adoption of City of Budget Amendment 21/22-8

For second reading and final adoption of Budget Amendment 21/22-8 in the amount of \$1,233,676.00 to recognize grant revenue and expenditures for ARPA grant awarded by the Federal Government.

This budget amendment was introduced at the October 4, 2021 Regular Meeting.

MEMORANDUM

TO: Mayor LeRoy D. Burcroff

FROM: Finance Department

DATE: 9/29/2021

MEF

SUBJECT: Budget Amendment 21/22 -8

<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>
285 Special Grant Revenue				
Revenue				
285-000-528.000	Grant Special Revenue-ARPA	-	1,233,676	1,233,676
Expense				
285-000-980.000-Polic1	Motorola	-	612,000	612,000
285-000-980.000-Polic2	Roof Repairs, 911 Alignment		100,000	100,000
285-000-980.000-PDHR19	Supporting Public Safety for Covid -19		501,676	501,676
285-000-980.000-ADMIN1	Admin fees to comply with Federal laws		20,000	20,000
				1,233,676

To recognize grant revenue and expenditures for ARPA grant awarded by the Federal Government. CFDA:21.027

BUDGET AMENDMENT FORM

INCREASE		DECREASE	
Account Number /Name	Amount	Account Number /Name	Amount
285-000-528.000 Grant Special Revenue-ARPA	\$ 1,233,676.00	285-000-980.000-POLIC1	\$ 612,000.00
		285-000-980.000-POLIC2	\$ 100,000
		285-000-980.000-PDHR19	\$ 501,676
		285-000-980.000-ADMIN1	\$ 20,000
Total	\$ 1,233,676.00		\$ 1,233,676.00

PURPOSE:

To recognize grant revenue and expenditures for ARPA grant awarded by the Federal Government. CFDA:21.027

DATE: 9/29/2021

MEF

Department Head Signature: Maria Farris

Mayor's Authorization:  _____

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



City of Romulus

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

Council Meeting Held: **October 11, 2021**

Item No. B.

General Description: Second Reading and Final Adoption of Budget Amendment 21/22-9

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, Clerk

Date: October 11, 2021

Re: Second Reading & Final Adoption of City of Budget Amendment 21/22-9

For second reading and final adoption of Budget Amendment 21/22-8 in the amount of \$235,000.00 to cover increased costs for the Library's capital improvement project as approved by the Library Board on September 29, 2021.

This budget amendment was introduced at the October 4, 2021 Regular Meeting.

MEMORANDUM

TO: Mayor LeRoy D. Burcroff

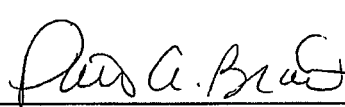
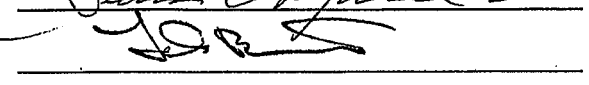
FROM: Finance Department

DATE: 9/29/2021 MEF

SUBJECT: Budget Amendment 21/22 -9

<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>Expense</u>				
271-790-970.000	Capital Outlay	297,540	235,000	532,540
<u>FUND Balance</u>				
271-000-390.000	Fund Balance	587,596	(235,000)	352,596

Budget Amendment to cover increased costs for the Library's capital improvement project as approved by the Library Board on September 29, 2021.

BUDGET AMENDMENT FORM			
FY 2021/22			
INCREASE		DECREASE	
Account Number	Amount	Account Number	Amount
271-790-970.000 Capital Outlay	\$235,000.00	271-000-390.000 Fund Balance	\$235,000.00
\$235,000.00		\$235,000.00	
PURPOSE: To cover costs for capital improvement project as approved by the Library Board 9/28/21. 			
DATE: <u>September 28, 2021</u> Department Head Signature:  Mayor's Authorization: 			

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



City of Romulus

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

Council Meeting Held:

October 11, 2021

Item No. C.

General Description: First Reading and Introduction to amendment to Cemetery Ordinance

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, City Clerk

Date: October 11, 2021

Re: Cemetery Ordinance

For first reading and introduction to amend Article VII – Cemetery Ordinance which amends Section 2-409, Appointment of the Board of Cemetery Trustees and Section 2-410, Duties of the Board of Cemetery Trustees.

**CITY OF ROMULUS
ORDINANCE NO. _____**

**AN ORDINANCE TO AMEND ARTICLE VII – CEMETERY ORDINANCE,
SECTION 2-409 – APPOINTMENT OF THE BOARD OF CEMETERY TRUSTEES AND
SECTION 2-410 – DUTIES OF THE BOARD OF CEMETERY TRUSTEES.**

THE CITY OF ROMULUS ORDAINS:

Sec. 2-409. Appointment of the Board of Cemetery Trustees.

1. **There shall be a total of six Trustees.** The mayor, by and with the consent of the council, shall appoint five trustees who shall be freeholders and electors in the city. Council shall appoint one of its members as a non-voting Trustee all of whom _ shall constitute a "board of cemetery trustees.
2. The board of cemetery trustees shall appoint a chairperson.
3. The city clerk shall serve as the clerk of the board of cemetery trustees, as well as the "cemetery officer" and sexton overseeing and managing the day-to-day operation of the cemetery.

Sec. 2-410. Duties of the Board of Cemetery Trustees.

The board of cemetery trustees shall have the power and duty to propose maintenance, preservation, and management, -, _of the Romulus Memorial Cemetery. - - Subject to any additional qualifications and limitations set forth in this -ordinance or by the city council, the specific powers, and duties of the board of cemetery trustees include the following powers and duties:

1. Making recommendations to the city council for council's establishment of the price of lots.
2. Making recommendations to the city council for the utilization of funds provided for the care and improvement of the grounds.
3. Making recommendation to city clerk for overseeing, regulating, and enforcing, in conjunction with the department of public safety - to the extent approved by city council, the Romulus Memorial Cemetery Rules and Regulations.
4. Making recommendations on cemetery operations to the clerk and/or city council.
5. Any such other powers and duties as the city council may prescribe by resolution.

ADOPTED, APPROVED AND PASSED by the City Council of the City of Romulus
this _____ day of _____, 2021.

LEROY BURCROFF, Mayor

ELLEN L. CRAIG- BRAGG, City Clerk

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council of the City of Romulus at a regular Council Meeting held in the City Council Room in said City on the _____ day of _____, 2021.

ELLEN L. CRAIG-BRAGG, City Clerk

I further certify that the foregoing was published in _____, a newspaper of general circulation in the City of Romulus, on the _____ day of _____, 2021.

ELLEN L. CRAIG-BRAGG, City Clerk

Within forty-five (45) days after publication of any ordinance duly passed by the Council, a petition may be presented to the Council protesting against such ordinance continuing in effect. Said petition shall contain the text of such ordinance and shall be signed by not less than six percent (6%) of the registered electors registered at the last preceding election at which a Mayor of the City was elected. Said ordinance shall thereupon and thereby be suspended from operation and the Council shall immediately reconsider such ordinance.



City of Romulus

Treasurer's Report

Council Meeting Held:

October 11, 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:

October 11, 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:

October 11, 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.

October 11, 2021

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Warrant

Council Meeting Held: **October 11, 2021**

Item No. A.

General Description: Approval of Warrant #: 21-19 Checks presented in the amount of \$2,161,825.73

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

CITY OF ROMULUS WARRANT REGISTER SUMMARY

Council Meeting Date: October 11, 2021
Warrant Number: 21-19

TOTAL WARRANT REGISTER **2,161,825.73**

P.O.#	CHECK #	PAYEE	AMOUNT

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

REWARRANTED ITEMS: (not included in above totals)

P.O.#	CHECK #	PAYEE	AMOUNT

COUNCIL AUTHORIZATION

DATE

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

MAYOR

CLERK

10/7/2021**CHECK DISBURSEMENT REPORT FOR CITY OF ROMULUS****CHECK DATE FROM 09/24/2021 - 10/07/2021**

Fund		Amount
Total for fund 101	General Fund	65,719.09
Total for fund 202	Major Street Fund	74,316.01
Total for fund 203	Local Street Fund	29,160.98
Total for fund 205	Public Safety Fund	33,860.69
Total for fund 211	Cable TV	1,407.82
Total for fund 218	Merriman Rd. Spec. Assess	5,796.17
Total for fund 219	Street Lighting Fund	48,799.40
Total for fund 220	Oakwood SAD	-
Total for fund 225	Community Employee Activity Fund	-
Total for fund 226	Garbage & Rubbish Collection Fund	36.00
Total for Fund 260	Michigan Indigent Defense Fund	25,925.33
Total for fund 261	911 Service Fund	15,894.88
Total for fund 267	Law Enforcement	-
Total for fund 268	Narc Forfeiture - State	-
Total for fund 271	Library Fund	14,737.27
Total for fund 295	DDA	2,030.58
Total for fund 297	T.I.F.A. District #2	238.68
Total for fund 301	Beverly Road Special Assessment District	-
Total for fund 352	2014 Capital Improvement Bonds	-
Total for fund 592	Water & Sewer Fund	1,153,975.71
Total for fund 661	Motor Vehicle	113,157.27
Total for fund 664	Technology Services	4,277.92
Total for fund 676	Retiree's Ins. Benefits	15,863.97
Total for fund 677	Prop & Liability Ins Fund	-
Total for fund 701	Revolving Fund	7,300.00
Total for fund 703	Current Tax	533,178.30
Total for fund 705	Delq. Pers. Prop. Fund	4,345.42
Total for fund 750	Payroll Fund	11,804.24
TOTAL - ALL FUNDS		2,161,825.73

10/7/2021

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 09/24/2021 - 10/07/2021

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
09/24/2021	POOL	747(E)	3992	INVOICE CLOUD INC.	INVERTED PO FOR MONTHLY FEES FOR CREDIT	615.50
09/24/2021	POOL	76379	3649	AUTO VALUE OF ROMULUS	21/22 BLANKET PO FOR MISC MECHANIC PURCH	5.12
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	12.69
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	4.39
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	10.29
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	64.99
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	8.83
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	20.59
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	197.00
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	394.00
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	3.29
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	8.83
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	155.99
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	6.38
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	15.98
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	46.68
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	7.69
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	3.29
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	7.89
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	432.00
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	432.00
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	314.00
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	155.18
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	10.98
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	9.58
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	23.70
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	(10.29)
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	(90.00)
						2,251.07
10/07/2021	POOL	748(E)	1468	CITY OF ROMULUS	12300 WAYNE WATER BILL, 8/1/21-8/31/21	143.38
10/07/2021	POOL	749(E)	1468	CITY OF ROMULUS	9755 OZGA WATER BILL, 8/1/21-8/31/21	25.23
10/07/2021	POOL	750(E)	1468	CITY OF ROMULUS	MERRIMAN SAD 2 WATER BILL, 08/01/21-08/3	3,710.45
10/07/2021	POOL	751(E)	1468	CITY OF ROMULUS	36525 BIBBINS WATER BILL, 8/1/21-8/31/21	76.49
10/07/2021	POOL	752(E)	1468	CITY OF ROMULUS	12600 WAYNE WATER BILL, 8/1/21-8/31/21	222.13
10/07/2021	POOL	753(E)	1468	CITY OF ROMULUS	6900 WAYNE WATER BILL 8/1/21-8/31/21	106.73
10/07/2021	POOL	754(E)	1468	CITY OF ROMULUS	11165 OLIVE B WATER BILL, 8/1/21-8/31/21	49.66
10/07/2021	POOL	755(E)	1468	CITY OF ROMULUS	11165 OLIVE A WATER BILL, 8/1/21-8/31/21	74.09
10/07/2021	POOL	756(E)	1468	CITY OF ROMULUS	28777 EUREKA WATER BILL, 8/1/21-8/31/21	167.81
10/07/2021	POOL	757(E)	1468	CITY OF ROMULUS	11189 SHOOK WATER BILL, 8/1/21-8/31/21	18.21
10/07/2021	POOL	758(E)	1468	CITY OF ROMULUS	7221 MIDDLEBELT WATER BILL, 8/1/21-8/31/	118.95
10/07/2021	POOL	759(E)	1468	CITY OF ROMULUS	MERRIMAN SAD 1 WATER BILL, 8/1/21-8/31/2	2,085.72
10/07/2021	POOL	760(E)	1468	CITY OF ROMULUS	11121 WAYNE WATER BILL, 8/1/21-8/31/21	76.49
10/07/2021	POOL	761(E)	1468	CITY OF ROMULUS	37200 GODDARD WATER BILL, 8/1/21-8/31/21	37.45
10/07/2021	POOL	762(E)	1468	CITY OF ROMULUS	11147 HUNT WATER BILL, 8/1/21-8/31/21	18.21
10/07/2021	POOL	763(E)	1468	CITY OF ROMULUS	11111 WAYNE WATER BILL, 8/1/21-8/31/21	540.40
10/07/2021	POOL	76380	0092	34TH DISTRICT COURT	REF: LUTHER GONZALES-HALL CASE NO. 21-07	150.00
10/07/2021	POOL	76381	3644	ABSOLUTELY BAFFLING MAGIC	10/19/21 HALLOWEEN SHOW	195.00
10/07/2021	POOL	76382	3209	ALICE EARLY	BD Bond Refund	200.00
10/07/2021	POOL	76383	3502	ALL TRAFFIC SOLUTIONS	ITB 16/17-28 SPEED TRAILER & RADAR SIGN	3,000.00
10/07/2021	POOL	76384	3336	ALLIE BROTHERS, INC	CAPTAIN UNIFORM FOR DAMIAN HULL	560.67
					NEW HIRE UNIFORM EQUIPMENT	374.85
						935.52
10/07/2021	POOL	76385	1567	ALPHA PSYCHOLOGICAL SERVICES, PC	PSYCH EVALUATION	725.00
10/07/2021	POOL	76386	4027	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES & INSTRUCTOR I BOOK	182.03
					PD FIRE ARMS TRAINING SUPPLIES & OFFICE	65.96
					RACK FOR SHELTER DISHES	112.99
					CLERK'S OFFICE SUPPLIES	58.50
					CHAIRMAT AND PENS FOR BLDG DEPT	38.21
					OFFICE SUPPLY ORDER 8/2/2021	90.82
					OFFICE SUPPLIES AND CAMERA CASE	346.52
					GIFT BAGS FOR MILESTONE AWARDS	23.99
					FIREARMS TRIANING SUPPLIES	47.48
					PD FIRE ARMS TRAINING SUPPLIES & OFFICE	78.34
					PD OFFICE SUPPLIES	224.18
					2022 WALL CALEDAR	20.90
					AMAZON OFFICE SUPPLY ORDER 8/18/2021	16.02
					OFFICE SUPPLY ORDER 9-17-2021	62.70
					HEROPRO ACCESSORIES AND MICROSD CARDS	129.98
					OFFICE SUPPLIES	19.98
						1,518.60
10/07/2021	POOL	76387	2804	AMAZON.COM LLC	LIBRARY SUPPLIES ACCT# 60457 8781 027900	29.84

10/7/2021

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 09/24/2021 - 10/07/2021

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					LIBRARY SUPPLIES ACCT# 60457 8781 027900	53.94
					LIBRARY SUPPLIES ACCT# 60457 8781 027900	36.55
					LIBRARY SUPPLIES ACCT# 60457 8781 027900	77.93
					LIBRARY SUPPLIES ACCT# 60457 8781 027900	17.31
					LIBRARY SUPPLIES ACCT# 60457 8781 027900	11.99
					LIBRARY SUPPLIES ACCT# 60457 8781 027900	36.02
					LIBRARY SUPPLIES ACCT# 60457 8781 027900	21.24
					LIBRARY SUPPLIES ACCT# 60457 8781 027900	53.79
					LIBRARY SUPPLIES ACCT# 60457 8781 027900	30.98
					LIBRARY SUPPLIES ACCT# 60457 8781 027900	195.33
					LIBRARY SUPPLIES ACCT# 60457 8781 027900	13.99
					LIBRARY SUPPLIES ACCT# 60457 8781 027900	14.74
					LIBRARY SUPPLIES ACCT# 60457 8781 027900	11.90
					LIBRARY SUPPLIES ACCT# 60457 8781 027900	29.51
					LIBRARY SUPPLIES ACCT# 60457 8781 027900	3.99
					LIBRARY SUPPLIES ACCT# 60457 8781 027900	5.69
					LIBRARY SUPPLIES ACCT# 60457 8781 027900	23.98
					LIBRARY SUPPLIES ACCT# 60457 8781 027900	10.20
					LIBRARY SUPPLIES ACCT# 60457 8781 027900	87.68
					LIBRARY SUPPLIES ACCT# 60457 8781 027900	23.98
					LIBRARY SUPPLIES ACCT# 60457 8781 027900	26.70
					LIBRARY SUPPLIES ACCT# 60457 8781 027900	20.97
						838.25
10/07/2021	POOL	76388	MISC	ANN SZLINIS	ANN SZLINIS- OCTOBER 2021	336.41
10/07/2021	POOL	76389	0885	ARCBEST II INC	2021 Sum Tax Refund 80 999 00 2019 120	116.63
10/07/2021	POOL	76390	0885	ASCEND GLOBAL LLC	2021 Sum Tax Refund 80 078 14 0008 300	1,218.85
10/07/2021	POOL	76391	0529	ASSOCIATED NEWSPAPERS OF MICHIGAN	ITB 20/21-10 21/22 INVERTED P.O 07-01-2	44.03
					ITB 20/21-10 21/22 INVERTED P.O 07-01-2	47.20
					ITB 20/21-10 21/22 INVERTED P.O 07-01-2	21.25
					ITB 20/21-10 21/22 INVERTED P.O 07-01-2	20.51
					ITB 20/21-10 21/22 INVERTED P.O 07-01-2	59.68
						192.67
10/07/2021	POOL	76392	0554	AT&T	8/23 - 9/22/21 ACCT. 734 941-0666 375 3	550.76
10/07/2021	POOL	76393	1081	ATCHINSON FORD SALES, INC.	21/22 BLANKET PO MISC VEHICLE REPAIRS -	99.95
10/07/2021	POOL	76394	3649	AUTO VALUE OF ROMULUS	21/22 BLANKET PO FOR MISC MECHANIC PURCH	5.12
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	15.36
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	102.86
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	31.48
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	152.00
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	27.39
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	110.28
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	10.24
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	122.38
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	212.44
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	36.29
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	309.59
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	304.39
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	63.27
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	16.99
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	420.77
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	8.18
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	419.18
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	111.24
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	(162.00)
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	(309.59)
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	(25.79)
						1,982.07
10/07/2021	POOL	76395	1683	BAKER & TAYLOR	ACCOUNT # 251637 L154147 2 B00000 -	208.74
					ACCOUNT # 251637 L154147 2 B00000 -	224.20
					ACCOUNT # 251637 L154147 2 B00000 -	277.35
					ACCOUNT # 251637 L154147 2 B00000 -	434.20
						1,144.49
10/07/2021	POOL	76396	3894	BELCHER LAW, PLLC	27.5 SERVICE HOURS, MIDC PROGRAM SEPTEMB	2,750.00
10/07/2021	POOL	76397	0417	BLUE RIBBON CONTRACTING INC.	21/22 BLANKET PO FOR TOPSOIL & SAND - DP	30.00
10/07/2021	POOL	76398	MISC	CAITLIN VERSELE	9/20/21 SCARECROW SUPPLIES	96.34
					9/28/21 PURCHASING CRAFT KITS	39.57
						135.91
10/07/2021	POOL	76399	0885	CANON SOLUTIONS AMERICA INC	2021 Sum Tax Refund 80 999 00 3451 000	4.82

10/7/2021

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 09/24/2021 - 10/07/2021

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
10/07/2021	POOL	764(E)	0581	COMERICA COMM. CARD SERV.	MERRIE DRUYOR AUGUST 2021 GARY HARRIS AUGUST 2021 KEVIN KRAUSE AUGUST 2021 MICHAEL LASKASKA AUGUST 2021 ROBERT MCCRAIGHT AUGUST 2021 ROBERT PFANNES AUGUST 2021 ELLEN CRAIG-BRAGG AUGUST 2021	168.60 2,092.41 275.00 572.77 410.29 458.70 974.77
						4,952.54
10/07/2021	POOL	76400	3092	CENTER POINT LARGE PRINT	VORTEX, BLOODLESS, FALSE WITNESS	69.73
10/07/2021	POOL	76401	1172	CITY OF ROMULUS	80 020 99 0054 000 SUMMER PROPERTY TAX A	4,186.12
10/07/2021	POOL	76402	0917	CITY OF WAYNE	BACKGROUND INVESTIGATION 11111 WAYNE SEWER CONS 8/1 - 8/31/21	500.00 7,165.57
						7,665.57
10/07/2021	POOL	76403	3709	CIVICPLUS, INC.	CIVICCLERK ANNUAL MAINTAINENCE APPROVED	3,572.00
10/07/2021	POOL	76404	0885	CLARION INN	2021 Sum Tax Refund 80 999 00 0095 000	13,934.99
10/07/2021	POOL	76405	1980	COMCAST	BUSINESS CABLE SEP 25 - OCT 24, 2021 AC OCT 10 - NOV 09, 2021 SERVICE TO ADDT'L	138.40 8.10
						146.50
10/07/2021	POOL	76406	0028	CONFERENCE OF WESTERN WAYNE	FISCAL YEAR 2021/2022 CWW DUES INVOICE 2	5,190.00
10/07/2021	POOL	76407	0572	CONTRACTORS CONNECTION	Inventory Order SS62020 CORONA LH DRAIN SPADE SHOVEL-F G Inventory Order	48.00 84.00 192.70
						324.70
10/07/2021	POOL	76408	3546	CORE & MAIN	Inventory Order LOW STOCK - FUTURE TAPS AKRON HYDRANT FLOW TEST KIT	1,104.25 80.32 995.00
						2,179.57
10/07/2021	POOL	76409	0885	CORE LOGIC	2021 Sum Tax Refund 80 118 01 0010 000 2021 Sum Tax Refund 80 009 02 0010 000 2021 Sum Tax Refund 80 027 02 0144 000 2021 Sum Tax Refund 80 137 02 0520 000 2021 Sum Tax Refund 80 013 02 0305 000 2021 Sum Tax Refund 80 141 01 0048 000 2021 Sum Tax Refund 80 062 99 0002 002 2021 Sum Tax Refund 80 117 01 0017 000 2021 Sum Tax Refund 80 013 02 0234 000 2021 Sum Tax Refund 80 078 02 0013 000 2021 Sum Tax Refund 80 062 04 0076 000 2021 Sum Tax Refund 80 143 02 0255 000 2021 Sum Tax Refund 80 144 03 0018 000 2021 Sum Tax Refund 80 010 03 0127 000 2021 Sum Tax Refund 80 077 12 0039 000 2021 Sum Tax Refund 80 027 02 0163 000 2021 Sum Tax Refund 80 062 02 0131 000 2021 Sum Tax Refund 80 142 01 0082 000	2,378.11 1,650.44 4,002.66 1,629.63 1,726.63 2,556.76 3,804.19 2,270.76 1,927.14 876.15 1,500.21 1,721.14 32.83 4,242.63 853.07 2,697.32 1,890.40 3,553.04
						39,313.11
10/07/2021	POOL	76410	0225	CROVA SALES & SERVICE	21/22 BLANKET PO FOR CROVA SALES - DPW	47.00
10/07/2021	POOL	76411	3209	CYPRESS PROPERTIES LLC	BD Bond Refund	6,100.00
10/07/2021	POOL	76412	MISC	DAMIAN HULL	9/20/21 REIMBURSEMENT 9/20/21 REIMBURSEMENT II 32225-PAPP555 - NETWORK COLLABORATION	22.45 53.25 2,630.00
						2,705.70
10/07/2021	POOL	76413	2705	DASH MEDICAL GLOVES INC.	BLACK MAXX NITRILE EXAM GLOVES	1,265.40
10/07/2021	POOL	76414	0986	DAVID CAPRON	STERILIZATION REFUND	25.00
10/07/2021	POOL	76415	3209	DDD Demolition	BD Bond Refund	200.00
10/07/2021	POOL	76416	0020	DELTA DENTAL PLAN OF MICHIGAN	OCTOBER 2021 DELTA DENTAL INSURANCE	13,609.97
10/07/2021	POOL	76417	MISC	DERRAN SHELBY	FBINA EXPENSES 9/7/21 - 9/10/21	73.02
10/07/2021	POOL	76418	1763	DETROIT SALT COMPANY	ITB-FH-17/18-2062, MITN COOPERATIVE BID ITB-FH-17/18-2062, MITN COOPERATIVE BID ITB-FH-17/18-2062, MITN COOPERATIVE BID	14,965.66 18,832.10 14,157.72

10/7/2021

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 09/24/2021 - 10/07/2021

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					ITB-FH-17/18-2062, MITN COOPERATIVE BID	20,231.69
						68,187.17
10/07/2021	POOL	76419	0885	DIGGS ANTONIO - TONNETT	2021 Sum Tax Refund 80 012 01 0023 000	19.97
10/07/2021	POOL	76420	3253	DORRIS BENNETT	REIMBURSEMENT FOR OCTOBER 2021 RETIREE H	353.17
10/07/2021	POOL	76421	2594	DOWNRIVER UTILITY WASTEWATER AUTHOR	WASTEWATER DISPOSAL CHARGES JUL 2021	206,505.72
10/07/2021	POOL	76422	0772	DTE ENERGY	SEPTEMBER 2021 STREETLIGHTING INV 200023	50,484.88
10/07/2021	POOL	76423	3611	EAGLE ENGRAVING, INC.	PERPETUAL PLAQUE ENGRAVING FF AND PARAME DEPARTMENT COMMINDATION BARS	23.00 276.45
						299.45
10/07/2021	POOL	76424	3339	ELSEY CONSTRUCTION PRODUCTS, INC	DITCH ENCLOSURE 15575 HURON RIVER DRIVE	2,094.00
10/07/2021	POOL	76425	3209	FAST TRACK INVESTING LLC	BD Bond Refund	600.00
10/07/2021	POOL	76426	3475	FERGUSON WATERWORKS #3386	INVENTORY ORDER-STAINLESS STEEL CLAMPS INVENTORY ORDER WATER PARTS CLAMPS, CURB INVENTORY ORDER- WATER DEPT CURB BOXES, Inventory Order	912.32 1,304.28 4,229.86 2,861.36
						9,307.82
10/07/2021	POOL	76427	2735	FIFER INVESTIGATIONS, LLC	BACKGROUND INVESTIGATION BACKGROUND INVESTIGATION	800.00 1,800.00
						2,600.00
10/07/2021	POOL	76428	3053	FIRST CHOICE COFFEE SERVICES	21/22 BLANKET PO FOR WATER PURIFIER AT P 21/22 BLANKET PO FOR WATER PURIFIER AT P 21/22 BLANKET PO FOR WATER PURIFIER AT P	62.95 62.95 62.95
						188.85
10/07/2021	POOL	76429	3829	FOSTER BLUE WATER OIL, LLC	21/22 INVERTED PO - ITB 19/20-21 2 YEAR	60.00
10/07/2021	POOL	76430	2703	GALE/CENGAGE LEARNING	ACCT# 194418 ACCT# 194418	122.36 38.92
						161.28
10/07/2021	POOL	76431	0631	GORDON FOOD SERVICE, INC.	CUSTOMER # 712400021	41.46
10/07/2021	POOL	76432	2822	GORNO FORD	PIGGYBACK MI-DEAL CONTRACT 071B770081 PU	33,523.00
10/07/2021	POOL	76433	3264	GREAT LAKES WATER AUTHORITY	ACCT # 100-2451-W WHOLESALE WATER - JULY ACCT # 100-2451-W WHOLESALE WATER - AUGU	384,353.00 390,836.88
						775,189.88
10/07/2021	POOL	76434	3264	GREAT LAKES WATER AUTHORITY	IWC CHARGES AUG 2021 ACCT # 300-2451-S	922.17
10/07/2021	POOL	76435	3865	GREEN MEADOWS LAWNSCAPE, INC	ITB 19/20-26 CEMETERY AND ALLEY GRASS CU	2,550.00
10/07/2021	POOL	76436	2995	HALLAHAN & ASSOCIATES, P.C.	PROFESSIONAL SERVICES THRU SEPTEMBER 30T	238.68
10/07/2021	POOL	76437	2995	HALLAHAN & ASSOCIATES, P.C.	ATTORNEY SERVICES FOR TAX ISSUES SERVICES	2,239.92
10/07/2021	POOL	76438	MISC	HEPACO	HYDRANT REF #70050221	1,838.20
10/07/2021	POOL	76439	0891	HOME DEPOT	21/22 BLANKET PO FOR MISC SUPPLIES - DPW 21/22 BLANKET PO FOR MISC SUPPLIES - DPW 21/22 BLANKET PO FOR MISC SUPPLIES - DPW 21/22 BLANKET PO FOR MISC SUPPLIES - DPW 21/22 BLANKET PO FOR MISC SUPPLIES - DPW 21/22 BLANKET PO FOR MISC SUPPLIES - DPW 21/22 BLANKET PO FOR MISC SUPPLIES - DPW 21/22 BLANKET PO FOR MISC SUPPLIES - DPW CITY OF ROMULUS KEVIN KRAUSE CITY OF ROMULUS MICHAEL WOJTYLKO	36.27 19.04 79.92 77.92 36.54 89.97 17.98 196.48 166.55
						720.67
10/07/2021	POOL	76440	1362	HONEYWELL BUILDING SOLUTIONS	REPAIR ON ROOF AT FRONT OFFICE AND BONGO	1,404.13
10/07/2021	POOL	76441	0232	INDUSTRIAL CHEM LABS & SVS INC	PRODUCTS TO USE FOR SEWER CLEANING	1,934.01
10/07/2021	POOL	76442	1216	IRON MOUNTAIN RECORDS MANAGEMENT	POLICE RECORDS STORAGE PERIOD 08/01/2021 POLICE RECORDS STORAGE PERIOD 09/01/2021	1,007.56 1,017.44
						2,025.00
10/07/2021	POOL	76443	2567	J & B MEDICAL SUPPLY CO. INC	21/22 BLANKET PO - J&B MEDICAL - FIRE D 21/22 BLANKET PO - J&B MEDICAL - FIRE D	422.66 945.12

10/7/2021

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 09/24/2021 - 10/07/2021

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
						1,367.78
10/07/2021	POOL	76444	0075	J & M TOWING	21/22 BLANKET PO TOWING FOR DISABLED CIT 21/22 BLANKET PO TOWING FOR DISABLED CIT	195.00 195.00
						390.00
10/07/2021	POOL	76445	0141	JACK DOHENY SUPPLIES INC	21/22 BLANKET PO - MECHANICS AND WATER D	221.40
10/07/2021	POOL	76446	1896	JAM BEST ONE FLEET SERVICE	225/70/19.5 BRIDGESTONE 724 ITB#18/19- LE3 245/65R17 GMC SIERRA 1500	657.06 390.68
						1,047.74
10/07/2021	POOL	76447	3785	JEFFREY E. BOWDICH	33.0 SERVICE HOURS, MIDC PROGRAM SEPTEMB	3,300.00
10/07/2021	POOL	76448	1815	JOHN D. OSBORNE TRUCKING CO. INC.	JOHN D. OSBORNE TRUCKING INC.	648.00
10/07/2021	POOL	76449	3915	JUSTICE CLEARINGHOUSE, LLC	TRAINING / GRANT / H. STOREY, M. AVERY	1,688.00
10/07/2021	POOL	76450	0108	K & K MAINTENANCE SUPPLY INC.	BLEACH FOR CLEANING ANIMAL SHELTER	180.00
10/07/2021	POOL	76451	3866	KERR, RUSSELL AND WEBER PLC	Kerr Invoice #582544	1,150.00
10/07/2021	POOL	76452	MISC	KIMI-KALIE JONES	DUMPING PERMIT REFUND	36.00
10/07/2021	POOL	76453	3775	LAW OFFICE OF DANIEL A. BITAR, PLLC	24.0 SERVICE HOURS, MIDC PROGRAM SEPTEMB	2,400.00
10/07/2021	POOL	76454	3777	LAW OFFICES OF SAMER N. JADALLAH	52 SERVICE HOURS, MIDC PROGRAM SEPTEMBER	5,200.00
10/07/2021	POOL	76455	3453	LEXIPOL, LLC	21/22 ONE ACADEMY TRAINING PLATFORM 8/	2,495.00
10/07/2021	POOL	76456	1680	LUSTER CLEANERS, INC	21/22 BLANKET PO PRISONERS BLANKET CLEA 21/22 BLANKET PO PRISONERS BLANKET CLEA 21/22 BLANKET PO PRISONERS BLANKET CLEA 21/22 BLANKET PO PRISONERS BLANKET CLEA	80.00 40.00 80.00 80.00
						280.00
10/07/2021	POOL	76457	0986	MARK BUCKLEY	STERILIZATION REFUND	25.00
10/07/2021	POOL	76458	4022	MARY ELLEN BOHN	MDIC ADMINISTRATIVE ASSISTANT SEPTEMBER	792.00
10/07/2021	POOL	76459	2666	MAURER'S TEXTILE RENTAL SERVICES	21/22 INVERTED PO FOR EMPLOYEE UNIFORM E 21/22 INVERTED PO FOR EMPLOYEE UNIFORM E 21/22 INVERTED PO FOR EMPLOYEE UNIFORM E 21/22 INVERTED PO FOR EMPLOYEE UNIFORM E 21/22 INVERTED PO FOR EMPLOYEE UNIFORM E 21/22 INVERTED PO FOR EMPLOYEE UNIFORM E 21/22 INVERTED PO FOR EMPLOYEE UNIFORM E 21/22 INVERTED PO FOR EMPLOYEE UNIFORM E 21/22 INVERTED PO FOR EMPLOYEE UNIFORM E INVERTED PO FY 21-22 - BUILDING DEPT UNI INVERTED PO FY 21-22 - BUILDING DEPT UNI INVERTED PO FY 21-22 - BUILDING DEPT UNI INVERTED PO FY 21-22 - BUILDING DEPT UNI	2.23 111.83 28.25 24.12 24.12 2.23 111.83 28.25 18.23 18.23 18.23 18.23
						405.78
10/07/2021	POOL	76460	MISC	MERRIE DRUYOR	10/4/21 EXPENSE REIMBURSEMENT	15.96
10/07/2021	POOL	76461	0088	MESSENGER PRINTING SERVICE INC.	ABANDONED VEHICLE LABELS AND AUTO TOW R ABANDONED VEHICLE LABELS AND AUTO TOW R	218.00 289.00
						507.00
10/07/2021	POOL	76462	3988	METRO ALARM SYSTEMS LLC	SYSTEM MONITORING - DPW, SENIOR CENTER	65.98
10/07/2021	POOL	76463	3023	MI CUSTOM SIGNS	22 ART CARNIVAL BANNER FLAGS FOR DOWNTOW	1,064.50
10/07/2021	POOL	76464	0299	MICHIGAN ASSOC. OF FIRE CHIEFS	MEMBERSHIP DUES ALLISON, KRAUSE 1/22 - 1 MEMBERSHIP DUES ALLISON, KRAUSE 1/22 - 1	255.00 125.00
						380.00
10/07/2021	POOL	76465	1589	MICHIGAN DOWNTOWN ASSOCIATION	MDA ANNUAL STATE CONFERENCE 2021 11/4 -	210.00
10/07/2021	POOL	76466	0354	MICHIGAN FESTIVALS&EVENTS ASSOC	ANNUAL MEMBERSHIP DUES FOR THE SEPT 1, 2	125.00
10/07/2021	POOL	76467	3204	MICHIGAN LIBRARY ASSOCIATION	MLA 2021 VIRTUAL CONFERENCE GROUP PACKAG	350.00
10/07/2021	POOL	76468	1171	MICHIGAN MUNICIPAL TREASURERS ASSOC	2022 MMTA MEMBERSHIP DUES RENEWAL JANUAR	150.00
10/07/2021	POOL	76469	1332	MICHIGAN PIPE & VALVE INC.	PURCHASE PRODUCTS FOR LOW STOCK FOR WATE	1,443.80
10/07/2021	POOL	76470	0427	MIDWEST TAPE	CUSTOMER # 2000005771 QTY: 1 CUSTOMER # 2000005771 QTY: 3 CUSTOMER # 2000005771 QTY: 18 CUSTOMER # 2000005771 QTY: 1 CUSTOMER # 2000005771 QTY: 5 CUSTOMER # 2000005771 QTY: 4 CUSTOMER # 2000015943, QTY 206	29.99 54.47 559.82 26.24 119.95 134.96 454.38
						1,379.81

10/7/2021

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 09/24/2021 - 10/07/2021

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
10/07/2021	POOL	76471	3282	MKSK, INC.	PROJECT D16122.25 ROMULUS: SHERATON DETR	1,155.00
					PROJECT D16122.26 ROMULUS: SOUTHERN GATE	975.00
					MKSK Invoice #2210944	1,314.50
					MKSK Invoice #2211103	180.00
					Invoice # 2201020	2,415.00
						6,039.50
10/07/2021	POOL	76472	2947	NATIONAL VISION ADMINISTRATORS, LLC	VISION FOR SEPTEMBER 2021	1,677.85
10/07/2021	POOL	76473	0885	NEW PAR DBA VERIZON WIRELESS	2021 Sum Tax Refund 80 415 99 0028 710	743.87
10/07/2021	POOL	76474	3041	NORTHSTAR MAT SERVICES, INC.	ACCT #1862-11121 LIBRARY MAT SERVICE	70.30
10/07/2021	POOL	76475	3917	NYE UNIFORM CO	ITB 20/21-06 INVERTED FIREFIGHTER CLASS	38.50
					ITB 20/21-06 INVERTED FIREFIGHTER CLASS	487.97
					ITB 20/21-06 INVERTED FIREFIGHTER CLASS	487.97
					ITB 20/21-06 INVERTED FIREFIGHTER CLASS	66.00
					ITB 20/21-06 INVERTED FIREFIGHTER CLASS	487.97
					ITB 20/21-06 INVERTED FIREFIGHTER CLASS	62.00
					ITB 20/21-06 INVERTED FIREFIGHTER CLASS	545.97
					ITB 20/21-06 INVERTED FIREFIGHTER CLASS	487.97
					ITB 20/21-06 INVERTED FIREFIGHTER CLASS	487.97
					ITB 20/21-06 INVERTED FIREFIGHTER CLASS	66.00
					ITB 20/21-06 INVERTED FIREFIGHTER UNIFORM	374.96
					ITB 20/21-06 INVERTED FIREFIGHTER UNIFORM	285.97
					ITB 20/21-06 INVERTED FIREFIGHTER CLASS	59.99
						3,939.24
10/07/2021	POOL	76476	2088	OAKLAND COUNTY	20/21 QUARTERLY JUL-SEP QTRLY CLEMIS MEM	8,102.71
10/07/2021	POOL	76477	1491	ON DUTY GEAR LLC	ARMOR EXPRESS RAZOR LEVEL II REVVEST FO	1,980.00
10/07/2021	POOL	76478	3660	ONSOLVE LLC	CODE RED WEATHER WARNING 9/28/2021-9/27/	7,000.00
10/07/2021	POOL	76479	0736	ORCHARD, HILTZ & MCCLIMENT	JOB # 0155-19-0160 SANITARY SEWER REPAIR	13,126.00
					BEVERLY ROAD PHASE III DESIGN	17,618.25
					AWIA RRA SERVICES RENDERED THROUGH 8/27	95.00
					PROJECT 0155-21-0041; HOMEFIELD WATER MAIN	778.50
					CONSTRUCTION ENGINEERING AND PROFESSIONAL	2,772.00
					PROJECT 0155-21-0001 PROFESSIONAL SERVICE	2,009.00
					GLWA WICK ROAD 48" WATER MAIN 0155-19-01	1,627.50
					ITB 20/21-15 OZGA SEWER EXTENSION ENGINEER	2,284.25
					OHM Invoice #335671	450.00
					OHM Invoice #335678	1,074.00
					OHM Invoice #335679	984.00
					OHM Invoice #335681	998.75
					OHM Invoice #335682	960.75
					OHM Invoice #336428	5,091.75
					OHM Invoice #337373	243.00
					OHM Invoice #337374	246.00
					OHM Invoice # 337375	246.00
					OHM Invoice #337372	493.50
					OHM Invoice #337372	500.00
					OHM Invoice #337358	4,493.79
					OHM Invoice #337358	501.21
					OHM Invoice #337376	430.50
					0155-21-1161 PREAPP-WAYNE/BEVERLY MULTI-	424.50
					OHM Invoice #335676	502.75
					0155-21-1041 SPR-2021-03 OUTDOOR GROUP	502.75
					JOB #0155-20-0043 ITB 20/21-11	53,846.50
					OHM JOB # 0155-20-0043 ITB 20/21-11	8,562.75
					OHM JOB # 0155-20-0043 ITB 20/21-11	733.50
					JOB #0155-20-0043 ITB 20/21-11	35,001.75
					OHM JOB # 0155-20-0043 ITB 20/21-11	647.25
					JOB #0155-20-0043 ITB 20/21-11	39,719.88
						196,965.38
10/07/2021	POOL	76480	1131	OUTDOOR EXPERTS, INC.	CUT VACANT CITY OWNED LOTS	738.52
					AUG W.C. PRIVATE & WAYNE CTY PROPERTY IT	5,478.06
					AUG W.C. PRIVATE & WAYNE CTY PROPERTY IT	361.11
					DEBRIS REMOVAL 9/1/2021	160.00
						6,737.69
10/07/2021	POOL	76481	0885	PALLAS JOAN	2021 Sum Tax Refund 80 075 99 0008 000	163.29
10/07/2021	POOL	76482	0984	PARKWAY SERVICES, INC.	21/22 INVERTED PO FOR PORTA JOHNS IN DOW	390.00
10/07/2021	POOL	76483	MISC	PHILIP YOUTSEY	REF SEVER/PLUG DEPOSIT 36842 GODDARD	420.66
10/07/2021	POOL	76484	3477	PRAXAIR DISTRIBUTION, INC.	TIG WELDER 200 SQUARE WAVE WELDING CART	2,272.08
10/07/2021	POOL	76485	0885	PREMIER TITLE AGENCY, LLC	2021 Sum Tax Refund 80 077 06 0052 000	16.84
10/07/2021	POOL	76486	MISC	R.L. COOLSAET CONSTRUCTION	REFUND SEVER/PLUG DEPOSIT 28535 GODDARD	934.20
10/07/2021	POOL	76487	3605	REDGUARD FIRE & SECURITY, INC.	QTRLY MONITORING OF FIRE ALARM/RADIO MES	309.00
10/07/2021	POOL	76488	MISC	ROMULUS COMMUNITY SCHOOLS	DELINQUENT PERSONAL PROPERTY DISBURSEMENT	2,255.44
10/07/2021	POOL	76489	1551	S & F FOODS, INC.	21/22 BLANKET PO FOR PIZZA CALZONE 12CT	114.84

10/7/2021

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 09/24/2021 - 10/07/2021

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
10/07/2021	POOL	76490	0204	SERVICE ELECTRIC SUPPLY INC	21/22 BLANKET PO FOR - MISC. BUILDING RE	31.91
					21/22 BLANKET PO FOR - MISC. BUILDING RE	74.80
						106.71
10/07/2021	POOL	76491	3779	SHARON GRIER	32.0 SERVICE HOURS, MIDC PROGRAM SEPTEMB	3,200.00
10/07/2021	POOL	76492	3864	SHI INTERNATIONAL CORP	REPLACEMENT NETWORK ATTACHED STORAGE FOR	705.92
10/07/2021	POOL	76493	3327	SKY INSURANCE TECHNOLOGIES LLC	ACA REPORTING SERVICE	531.00
10/07/2021	POOL	76494	1016	STATE OF MICHIGAN	UPGRADE FLASHING LIGHT @ SIGNAL CSX TRA	121.19
10/07/2021	POOL	76495	MISC	STATE OF MICHIGAN	DISBURSE 2020 C.T. FOR SEPT 1 - 15, 2021	476,074.45
10/07/2021	POOL	76496	0503	STERICYCLE, INC.	21/22 BLANKET PO REMOVAL OD PD MEDICAL W	19.02
10/07/2021	POOL	76497	0203	SUBURBAN CALCIUM CHLORIDE SALES	ITB 18-19/24 - 21/22 INVERTED DUST CONTR	1,400.00
10/07/2021	POOL	76498	3617	SUBURBAN OCCUPATIONAL HEALTH	DRUG SCREEN	45.00
					DRUG SCREENS AND PHYSICALS	370.00
						415.00
10/07/2021	POOL	76499	0885	SYLVIA MAKOWSKI	2021 Sum Tax Refund 80 078 15 0027 000	8.00
10/07/2021	POOL	765(E)	0012	DTE ENERGY	36525 BIBBINS - SR CTR AUG 11 - SEPT 10,	1,724.06
					12600 WAYNE - DPW- - AUG 11 THRU SEPT 1	2,724.74
					28777 EUREKA - FS #4 AUG 12 THRU SEPT	1,123.14
					11165 OLIVE - POLICE STATION AUG 11 - SE	3,102.05
					6061 COLUMBUS - FERNANDEZ PARK AUG 10 -	14.91
					7690 WAYNE WATER PUMP AUG 14, 2021 - SEP	83.26
					35257 GODDARD - AMBULANCE BUILDING AUG 1	46.21
					10942 WAYNE - WELCOME TO ROMULUS SIGN AU	17.03
					PUMP STATION - 16326 HARRISON - AUG 17 -	77.38
					37200 GODDARD-MARY ANN BANKS PARK - AUG	28.06
					PAVILION DOWNTOWN DDA - 36095 GODDARD AU	34.94
					MARY ANN BANKS (RESTROOM) - 37350 GODDAR	15.92
						8,991.70
10/07/2021	POOL	76500	3059	T-MOBILE	MOBILE HOTSPOTS QTY 6 MONTHS 12	2,116.80
10/07/2021	POOL	76501	3768	TERESA PATTON	21/22 INVERTED PO FOR MIDC 34TH DISTRICT	5,833.33
10/07/2021	POOL	76502	1014	THE HARTFORD-PRIORITY ACCOUNTS	OCTOBER 2021 HARTFORD CUST # 00875852000	6,854.49
10/07/2021	POOL	76503	1739	THE LIBRARY NETWORK	TELECOMMUNICATIONS INVOICE	1,310.67
					ACCOUNT # ROMS #22 SMART ACCESS MANAGER	1,001.51
					ACCOUNT # ROMS #22	4,315.80
						6,627.98
10/07/2021	POOL	76504	3780	THE NUNLEY LAW GROUP, PLLC	24.5 SERVICE HOURS, MIDC PROGRAM - ROYCE	2,450.00
10/07/2021	POOL	76505	3289	TODD WENZEL BUICK GMC OF WESTLAND	PIGGYBACK MIDEAL # 07B770084 2021 GMC ON	53,013.00
10/07/2021	POOL	76506	4042	TRUSTED JOURNEY	21/22 BLANKET PO FOR ANIMAL DISPOSAL	306.00
10/07/2021	POOL	76507	0672	UNITED RENTALS	RUN SEWER PUMP STATION DUE TO POWER FAIL	253.00
10/07/2021	POOL	76508	0885	VENTURE TITLE AGENCY, LLC	2021 Sum Tax Refund 80 141 01 0037 000	7.88
10/07/2021	POOL	76509	MISC	VERDETERRE CONTRACTING	REF HYDRANT METER DEPOSIT #70330465	1,643.26
10/07/2021	POOL	76510	1482	WAL-MART COMMUNITY	WALMART CREDIT 9404	30.96
10/07/2021	POOL	76511	0657	WAYNE COUNTY	21/22 INVERTED PO-TRAFFIC SIGNAL MAINTEN	412.89
10/07/2021	POOL	76512	0657	WAYNE COUNTY	ROUGE VALLEY STCAP AND SCADA STATE REVOL	1,522.50
10/07/2021	POOL	76513	MISC	WAYNE COUNTY LAND BANK	DISBURSE 2021 C.T. FOR SEPT. 1 - 15, 202	1,555.60
10/07/2021	POOL	76514	MISC	WAYNE COUNTY TREASURER	DELINQUENT PERSONAL PROPERTY DISBURSEMEN	2,089.98
10/07/2021	POOL	76515	1049	WEINGARTZ SUPPLY CO. , INC.	20/21 BLANKET PO FOR MISC BLDG & GRDS P	145.98
10/07/2021	POOL	76516	0809	WEST METRO DOOR INC.	REPAIR BROKEN DOOR SEAL AT BIKE SHOP	275.00
10/07/2021	POOL	76517	0654	WEST SHORE SERVICES, INC.	ANNUAL SCBA FLOW TESTING 09/21 - 09/22	1,744.64
					SERVICE CALL FOR ALL SIRENS COMMUNICATIO	542.17
						2,286.81
10/07/2021	POOL	76518	0158	WESTLAND FIRE EXTINGUISHER, INC.	21/22 INVERTED PO FIRE EXTINGUISHER INSP	20.00
10/07/2021	POOL	76519	0601	WEX BANK	INVERTED PO FY 21/22 ACCT 0462-00-398910	18,195.16
10/07/2021	POOL	76520	2704	WT. COX SUBSCRIPTIONS	MAGAZINE SUBSCRIPTIONS, ACCT #2056181	1,262.23
10/07/2021	POOL	76521	2945	ZONES, LLC	ACROBAT PRO 2020 LVL 1 LICENSE- FERGUSON	385.00
POOL TOTALS:						
Total of 162 Checks:						2,161,825.73
Less 0 Void Checks:						0.00
Total of 162 Disbursements:						2,161,825.73



City of Romulus

Communication

Council Meeting Held:
Item No. 11

October 11, 2021

Councilperson Abdo: _____

Councilperson Barden: _____

Councilperson Roscoe: _____

Councilperson Talley: _____

Councilperson Wadsworth: _____

Councilperson Webb: _____

Councilperson Williams: _____



City of Romulus

Adjournment

Council Meeting Held:

October 11, 2021

Item No. 13

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED