



**CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
March 1, 2021
7:30 PM**

TO PARTICIPATE IN THE MEETING USING ZOOM:

Click the following link: <https://us02web.zoom.us/j/83226836698> Meeting ID: **832 2683 6698**

To participate by phone, dial: 1-646-558-8656, Enter the meeting ID, followed by the # sign.

Pledge of Allegiance

Roll Call

- 1. Agenda**
 - A. Approval of Agenda
- 2. Minutes**
 - A. Approval of minutes from the regular meeting held on Monday, February 22, 2021 at 7:30pm.
 - B. Approval of minutes from the special meeting(s) held on Monday, February 22, 2021 @ 6:30pm to discuss charter amendment(s).
- 3. Petitioner**
- 4. Chairperson's Report, John Barden, Mayor Pro-Tem**
 - A. Approval of the Chairperson's Report
- 5. Mayor's Report – LeRoy D. Burcroff, Mayor**
 - A. Piggyback on MiDeal Contract - WEX and Speedway Fleet Gas Card Program
 - B. Piggyback on MiDeal Contract - 2021 GMC One-Ton Dump Truck
 - C. Piggyback on MiDeal Contract - 2020 Ford F250 Pick-Up Truck
 - D. Huron River Drive Sidewalk Project - State of Michigan Contract Approval
- 6. Clerk's Report – Ellen L. Craig-Bragg, Clerk**
 - A. Second Reading and Final Adoption of Budget Amendment 20/21-14 Clerk
 - B. Request for Study Session to discuss a proposed Charter amendment and Electronic Council meetings.
- 7. Treasurer's Report – Stacy Paige, Treasurer**
- 8. Public Comment** - Citizens are to limit their comments to three (3) minutes. All citizens wishing to speak will be heard.
- 9. Unfinished Business**
- 10. New Business**
- 11. Communication**
- 12. Adjournment**



RULES REGARDING THE PUBLIC ADDRESSING A CITY MEETING

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

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

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



City of Romulus

Agenda

Council Meeting Held: **March 1, 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: **March 1, 2021**

Item No. A.

General Description: Approval of minutes from the regular meeting held on Monday, February 22, 2021 at 7:30pm.

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MINUTES OF THE REGULAR ROMULUS CITY COUNCIL MEETING

February 22, 2021

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

MEETING HELD ELECTRONICALLY VIA ZOOM MEETING TELECOMMUNICATIONS

Meeting called to order at 7:30pm by Mayor Pro-tem John Barden

Pledge of Allegiance – Led by Councilperson Abdo

Roll Call

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

Absent / Excused: William Wadsworth

Administrative Officials in Attendance:

LeRoy Burcroff, Mayor

Ellen L. Craig-Bragg, Clerk

Stacy Paige, Treasurer

Administrative Staff in Attendance:

D'Sjonaun Hockenhull - Deputy Clerk; Kevin Krause - Director of Fire & Emergency Services; Roberto Scappaticci - DPW Director; Gary Harris - Purchasing Director; Stephen Hitchcock - City Attorney; Robert Pfannes - Chief of Police; Derran Shelby - Police Captain, Mike Laskaska - Director of Communications & Community Service; Stephen Dudek - Director of Technology Services; Julie Albert - Director of Assessing & Financial Services; Patty Braden - Library Director

1. Agenda

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

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

Nays - None

Motion Carried Unanimously

2. Minutes

- A. **Res. #21-045** Moved by **Kathy Abdo**, seconded by **Tina Talley** to approve the minutes from the Regular Meeting held on Monday, February 08, 2021 @ 7:30p.m.

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

Nays - None

Motion Carried Unanimously

- B. **Res. #21-046** Moved by **Kathy Abdo**, seconded by **Tina Talley** to approve the minutes from the Special Meeting - Closed Session held on 2/8/21 @ 5:00 pm to discuss attorney opinion and a public hearing held on 2/8/21 @ 6:00 pm to discuss Demolition List 20-01.

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

Nays - None

Motion Carried Unanimously

3. Petitioner - None

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

- A. **Res. #21-047** Moved by **Eva Webb**, seconded by **Tina Talley** to adopt a resolution in recognition of the 94th birthday of Florence Rupert.

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

Moved by **Celeste Roscoe**, seconded by **Tina Talley** to accept the Chairperson's Report.

Roll Call Vote: Ayes - Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, Eva Webb, Virginia Williams
Nays - None
Motion Carried Unanimously.

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

- A. Res. #21-048** Moved by **Tina Talley**, seconded by **Kathy Abdo** to concur with the administration and adopt the Resolution for the City of Romulus Poverty Exemption for 2021 to be used by the Board of Review.

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

- B. Res. #21-049** Moved by **Tina Talley**, seconded by **Eva Webb** to concur with administration and grant authorization for the Mayor and Clerk to enter into the Lease Agreement with City of Romulus Municipal Library located at 11121 Wayne Road, Romulus, MI 48174.

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

- C. Res. #21-050** Moved by **Celeste Roscoe**, seconded by **Eva Webb** to concur with administration and grant authorization for the Mayor and Clerk to enter into the Lease Agreement with Growth Works Incorporated, for the lease of 2,000 sq. ft. of space located at 11113 S. Wayne Road, 48174 on the second floor of the 34th District Court building.

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

- D. Res. #21-051** Moved by **Eva Webb**, seconded by **Tina Talley** to concur with the administration and authorize the Mayor and Clerk to enter into the Inter-Governmental Agreement with the Michigan Department of Agriculture and Rural Development for the awarded grant for training and education purposes for the Romulus Animal Shelter.

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

- E. Res. #21-052** Moved by **Kathy Abdo**, seconded by **Tina Talley** to concur with the administration and consent to piggyback on the MiDeal Contract #071B6600126 to purchase ammunition for both practices at the range and on-duty purposes in the amount of \$12,189.60 from Vance Outdoor Inc.

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

- F. Res. #21-053** Moved by **Eva Webb**, seconded by **Tina Talley** to concur with the administration and extend the contract from ITB 20/21-05 with Davenport Masonry Inc., for the repairs of the South Elevation of Fire Station #4 located at 28777 Eureka Road, in the amount of \$14,900.00 with an additional 10% contingency for any unforeseen necessary repairs.

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

Motion Carried Unanimously

- G. Res. #21-054** Moved by **Celeste Roscoe**, seconded by **Kathy Abdo** to concur with the administration and authorize the refurbishing of the Department of Public Works' Gradall by AIS Construction Equipment under the terms of Sole Source Purchases Exception in Section 39-11(d)(1)c.1 of the City of Romulus Purchasing Ordinance in the amount of \$93,000.00.

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

Motion Carried Unanimously

- H. Res. #21-055** Moved by **Celeste Roscoe**, seconded by **Eva Webb** to concur with the administration and introduce budget amendment 20/21-14 to recognize a budget amendment for May 4, 2021 Special School Election.

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

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

Motion Carried Unanimously

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

- A. Res. #21-056** Moved by **Kathy Abdo**, seconded by **Celeste Roscoe** to approve the Study Session request

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

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

Nays - None

Motion Carried Unanimously

7. Treasurer's Report – Stacy Paige, Treasurer

Treasurer Paige reminded residents that this week is the final week for tax collection and her office is still accepting payments. Any further questions or inquiries can be directed to her office.

8. Public Comment -

A member of the public inquired about emailed public comments, study session durations, and the city charter.

A member of the public inquired about the lease signed of the Romulus Municipal Library and Growth Works Incorporated.

9. Unfinished Business - The Mayor and City Attorney responded to the inquires made under public comment.

10. New Business - None

11. Warrant

A. Res. #21-057 Moved by **Kathy Abdo**, seconded by **Tina Talley** to approve warrant #: 21-4 Checks presented in the amount of \$909,024.86.

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

Nays - None

Motion Carried Unanimously

12. Communication

Councilperson Talley thanked the DPW for their efforts and hard work in plowing the snow during the winter storm. She also spoke on the U.S. Census result percentages and thanked everyone who participated.

Councilperson Talley reminded residents about the Soul Food Recipe Sharing and encouraged residents to participate and show their support. Councilperson Roscoe thanked everyone who was involved and participated in the Curling Royale with proceeds going to the Great Lakes Burn Camp. Councilperson Abdo announced the new hours and activities that are available at the Romulus Athletic Center. Councilperson Williams spoke briefly on the duration of study sessions and announced to the public that Forgotten Harvest will resume at the Romulus High School on February 23.

13. Adjournment

Moved by **Celeste Roscoe**, seconded by **Eva Webb** to adjourn the meeting at 8:38pm.

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

Nays - None

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the regular meeting of the Romulus City Council held on February 22, 2021.



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



City of Romulus

Minutes

Council Meeting Held: **March 1, 2021**

Item No. B.

General Description: Approval of minutes from the special meeting(s) held on Monday, February 22, 2021 @ 6:30pm to discuss charter amendment(s).

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 – STUDY SESSION
February 22, 2021
Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174
MEETIN HELD ELECTRONICALLY VIA ZOOM MEETING TELECOMMUNICATIONS

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

1. Roll Call

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

Administrative Officials in Attendance:

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

Administrative Staff in Attendance:

D'Sjonaun Hockenhull - Deputy Clerk; Stephen Hitchcock - City Attorney; Gary Harris - Purchasing Director; Kevin Krause - Director of Fire & Emergency Services; Stephen Dudek - Director of Technology Services; Mike Laskaska - Director of Communications & Community Services

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

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

Motion Carried Unanimously

3. Discussion: Charter Amendment

Councilwoman Roscoe joined the meeting at 6:46 p.m.

Attorney Hitchcock led the discussions and presented a PowerPoint on the proposed charter amendments regarding the ability of the city to publish notices and minutes to publication/electronic sites or a newspaper of general circulation; in addition to, establishing a two-year cycle for the official newspaper designation. A second study session may be needed to further explain the proposal.

4. Public Comment

A member of the public inquired about two-year newspaper designation determination, research comparison of other surrounding municipalities, and the clarity on the language in the proposed amendments.

5. Moved by Eva Webb, seconded by Celeste Roscoe to adjourn the special meeting at 7:22pm.

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

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the regular meeting of the Romulus City Council held on February 22, 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:

March 1, 2021

Item No. 6

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

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

Council Meeting Held: **March 1, 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: **March 1, 2021**

Item No. A.

General Description: Piggyback on MiDeal Contract - WEX and Speedway Fleet Gas Card Program

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: Piggyback on MiDeal Contract #071B7700171 – WEX and
Speedway Fleet Gas Card Program
DATE: February 23, 2021

I concur with the recommendation of Gary Harris, Purchasing Director, and respectfully request Council's authorization to piggyback on the State of Michigan's extendable Purchasing Program MiDeal Contract #071B7700171 with WEX and Speedway for our Fleet Gas Card.

Motion by _____, supported by _____, to concur with the administration and consent to piggyback on the State of Michigan's extendable Purchasing Program MiDeal Contract #071B7700171 with WEX and Speedway for our Fleet Gas Card.



MEMORANDUM

DATE: February 18, 2021
TO: Mayor LeRoy D. Burcroff
FROM: Gary Harris, Purchasing Director
SUBJECT: Piggyback MiDeal Contract # 071B7700171 - WEX and Speedway Fleet Gas Card Program

Since 1/8/2001, the City has utilized the ExxonMobil fleet gas card program (Council Resolution #01-021) to facilitate the fueling of its vehicles. Although the program's fuel card could only be utilized at ExxonMobil gas stations, it has proved to be the only fuel program that could provide the City with not only state tax exemption but also the largest rebates (based upon volume) off the pump price.

The program has been scrutinized over the years multiple times and it has always, until recently, provided the lowest overall fuel prices of any of the fleet fuel card programs that were available to the City. Please be informed that I was recently made aware of updates to the State of Michigan's MiDeal Fleet Gas Card program (contract 071B7700171). As a MiDeal member, the State's extendable contract with WEX and Speedway could be utilized by the City for its fleet fueling needs.

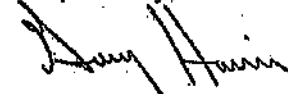
The benefits of the State of Michigan Fleet Card Program would include:

- More flexibility – the card is accepted at all WEX gas stations (95% of the fuel stations nationwide and we would no longer be limited to fueling only at ExxonMobil stations)
- Potentially better savings- monthly rebates:
 - Speedway Station Savings:
 - 6¢/gallon unleaded
 - 10¢/diesel
 - All other WEX- accepting stations
 - Rebates starting at \$1.25% off the pump price
- Monthly statement credits for all allowable State of Michigan sales and fuel taxes
- The same card security as our existing program
 - City customized spending controls and Driver IDs at the pump to prevent fraud and card misuse
- The same online spend tracking that we currently have with detailed customizable reporting.

Participation in the program is free. There are no enrollment, setup or card fees and the program does not include a contractual obligation to participate.

If you concur, please request Council's permission to, under the piggyback provisions of Section 39-11(d)(1)(e) of the Romulus Purchasing Ordinance, utilize the State of Michigan's extendable Purchasing Program contract # 071B7700171 with WEX and Speedway for our Fleet Gas Card.

Respectfully,


Purchasing Director



**STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES**

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

CONTRACT CHANGE NOTICE

Change Notice Number 4

to

Contract Number **071B7700171**

CONTRACTOR	WEX BANK
	7090 South Union Park Center , Suite 350
	Midvale, UT 84047
	Ryan Kelly
	952-922-1104
	ryan.kelly@wexinc.com
CV0065279	

STATE	Varlous	SW
	Joy Nakfoor	DTMB
	(517) 249-0481	
	nakfoorj@michigan.gov	

CONTRACT SUMMARY				
FUEL CARD SERVICES - STATEWIDE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 1, 2017	September 30, 2020	3 - 1 Year	September 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET45 and Prompt Pay Discounts (See Schedule B)		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card ☒ PRC ☐ Other			☒ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	3 - 1 year	☐		September 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$30,000,000.00	\$0.00	\$30,000,000.00		
DESCRIPTION				
Effective August 28, 2020, the 3-1 year option years available on this contract are hereby exercised. The revised contract expiration date is September 30, 2023.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **March 1, 2021**

Item No. B.

General Description: Piggyback on MiDeal Contract - 2021 GMC One-Ton Dump Truck

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: Piggyback on MiDeal Contract #071B77084 2021 GMC One-Ton Dump Truck
DATE: February 24, 2021

I concur with the recommendation of Kathy Hood, Assistant DPW Director and Gary Harris, Purchasing Director, and respectfully request Council's authorization to piggyback on the MiDeal Contract #071B770081 to purchase one (1) 2021 GMC One-Ton Dump Truck in the amount of \$50,938.00 from Todd Wenzel GMC.

Maria Farris, Finance Director, has verified that funds for the purchase are currently available in the Motor Vehicle Fund, Capital Outlay-Machinery & Equipment expense account #661-258-970.138.

Motion by _____, supported by _____, to concur with the administration and consent to piggyback on the MiDeal Contract #071B770081 to purchase one (1) 2021 GMC One-Ton Dump Truck in the amount of \$50,938.00 from Todd Wenzel GMC.



MEMORANDUM

DATE: February 23, 2021
TO: Mayor LeRoy Burcroff
FROM: Gary Harris, Purchasing Director
SUBJECT: Piggyback on MiDeal contract #071B770084 2021 GMC One-Ton Dump Truck

Assistant Director of the Department of Public Works, Kathy Hood, has requested to purchase one (1) 2021 GMC One-Ton Dump Truck for the price of \$50,938.00 by Piggybacking on the State of Michigan's MiDeal Contract #071B770084 from Todd Wenzel GMC.

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

"The city's procurement by competitive sealed bids shall be waived and the city may piggyback on an existing extendable contract, where the materials, services or goods in combination with services are purchased from a state or local governmental agency's bid that has been sufficiently advertised and was the subject of sealed bids so that in the opinion of the purchasing director or their designee the procedure meets the intent of competitive sealed bidding under this chapter."

The Michigan Department of State acted as the host agency for the MiDeal solicitation that resulted in a contract being awarded to Todd Wenzel GMC for vehicles. (Contract term August 1, 2017-November 30, 2022)

It is the recommendation of myself and Assistant DPW Director Kathy Hood to proceed with the purchase. If you concur, please request Council's permission to Piggyback on the MiDeal Contract #071B770084 for the purchase of one (1) 2021 GMC One-Ton Dump Truck for the price of \$50,938.00 from Todd Wenzel GMC

Please note this truck is being purchased to replace a 2003 GMC Sierra Dump Truck with over 112,000 miles. This truck will be sent to auction later in 2021.

Maria Farris, Financial Services Director, has verified that funds for this purpose are currently available in the Motor Vehicle Fund, Capital Outlay-Machinery & Equipment expense account (661-258-970.138).

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

Gary Harris
Purchasing Director

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Mayor LeRoy D. Burcroff

FROM: Kathryn Hood – Assistant DPW Director

CC: Roberto Scappaticci – DPW Director
Robert McCraight – DPS Director

DATE: February 17, 2021

SUBJECT: Request to Purchase One (1) 2021 – One Ton Dump Truck

The Department of Public Works has budgeted for one (1) 2021 GMC One-Ton Dump Truck with plow package.

As allowed under the Piggyback clause of the Romulus Purchasing Ordinance we would like to purchase one (1) one-ton dump truck with dump box and plow package through an existing extendable bid with the State of Michigan MI-Deals – Contract #071B7700184 – Todd Wenzell GMC.

This truck will be used primarily by the water/sewer crew of the DPW, but will also serve as a plow back up truck for the winter months. The truck currently used in this position will be moved to the roads division for cold patch. Truck 108, a 2003 GMC Sierra Dump with over 112,000 miles currently used for cold patch, will be sent to auction later this year.

Therefore, we are requesting to receive City Council approval to proceed with this purchase.

Funds for this purchase are budgeted for in account #661-258-970.138 Motor Vehicle Capital Outlay.

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

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

CONTRACT CHANGE NOTICE

Change Notice Number **5**
 to
 Contract Number **071B7700184**

CONTRACTOR	TODD WENZEL BUICK GMC OF WESTLAND INC
	35100 Ford Road
	Westland, MI 48185
	Albert Li
	734-721-1144 4265
	ali@toddwenzel.com
	CV0058422

STATE	Scott Poyer	SW
	517-284-6448	
	poyers@Michigan.gov	
	Yvon Dufour	DTMB
	(517) 249-0455	
	dufoury@michigan.gov	

CONTRACT SUMMARY

VEHICLES - PATROL, PASSENGER, TRUCKS AND VANS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
August 1, 2017	November 30, 2022	1 - 2 Year	November 30, 2022
PAYMENT TERMS		DELIVERY METHOD/DATE	

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REvised EXP. DATE
☐		☐		November 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	FORWARD ORDER VALUE CONTRACT VALUE		
\$2,000,001.00	\$0.00	\$2,000,001.00		

DESCRIPTION

Effective 10/14/2020, 2021 model year vehicles and pricing are hereby updated, per revised Schedule B - Pricing. All other terms, conditions, specifications and pricing remain the same. Per contractor proposal, and DTMB Procurement approval.



FUNDS VERIFICATION FORM

DEPARTMENT: DPW
FUND NAME: Motor Vehicle Capital Outlay
ACCOUNT NUMBER/S: 661-258-970.138
PURPOSE FOR REQUEST: To purchase one (1) One-ton dump truck with dump box and plow package
AMOUNT OF EXPENDITURE: \$50,938.00
SIGNATURE OF DEPARTMENT HEAD: <i>Dathryn Hood</i>
FUNDS CURRENTLY AVAILABLE: \$ 432,703.60 2/18/2021 \$50,000 in budget notes additional funds part of intraFund posted 2/12/2021
FINANCE DEPARTMENT APPROVAL: <i>M. J. J. J.</i>
DATE: 2/17/2021



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **March 1, 2021**

Item No. C.

General Description: Piggyback on MiDeal Contract - 2020 Ford F250 Pick-Up Truck

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: Piggyback on MiDeal Contract #071B770081 2020 Ford F250
Pick-Up Truck
DATE: February 24, 2021

I concur with the recommendation of Kathy Hood, Assistant DPW Director and Gary Harris, Purchasing Director, and respectfully request Council's authorization to piggyback on the MiDeal Contract #071B770081 to purchase one (1) 2020 Ford F250 Pick-up Truck in the amount of \$33,523.00 with Gorno Ford.

Maria Farris, Finance Director, has verified that funds for the purchase are currently available in the Motor Vehicle Fund, Capital Outlay-Machinery & Equipment expense account #661-258-970.138.

Motion by _____, supported by _____, to concur with the administration and consent to piggyback on the MiDeal Contract #071B770081 to purchase one (1) 2020 Ford F250 Pick-up Truck in the amount of \$33,523.00 with Gorno Ford.



MEMORANDUM

DATE: February 23, 2021
TO: Mayor LeRoy Burcroff
FROM: Gary Harris, Purchasing Director
SUBJECT: Piggyback on MiDeal contract #071B770081 2020 Ford F250 Pick-up Truck

Assistant Director of the Department of Public Works, Kathy Hood, has requested to purchase one (1) 2020 Ford F250 Pick-up Truck for the price of \$33,523.00 by Piggybacking on the State of Michigan's MiDeal Contract #071B770081

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

"The city's procurement by competitive sealed bids shall be waived and the city may piggyback on an existing extendable contract, where the materials, services or goods in combination with services are purchased from a state or local governmental agency's bid that has been sufficiently advertised and was the subject of sealed bids so that in the opinion of the purchasing director or their designee the procedure meets the intent of competitive sealed bidding under this chapter."

The Michigan Department of State acted as the host agency for the MiDeal solicitation that resulted in a contract being awarded to Gorno Ford for vehicles. (Contract term August 1, 2017-November 30, 2022)

It is the recommendation of myself and Assistant DPW Director Kathy Hood to proceed with the purchase. If you concur, please request Council's permission to Piggyback on the MiDeal Contract #071B7700081 for the purchase of one (1) 2020 Ford F250 Pick-up Truck for the price of \$33,523.00 from Gorno Ford.

Please note this truck is being purchased to replace a 2001 Chevy Pickup Truck with over 125,000 miles on it that was auctioned in October 2020. The new truck will be used by the DPW mechanics and roads crew as needed.

Maria Farris, Financial Services Director, has verified that funds for this purpose are currently available in the Motor Vehicle Fund, Capital Outlay-Machinery & Equipment expense account (661-258-970.138).

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

Gary Harris
Purchasing Director

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Mayor LeRoy D. Burcroff

FROM: Kathryn Hood – Assistant DPW Director

CC: Roberto Scappaticci – DPW Director
Robert McCraight – DPS Director

DATE: February 17, 2021

SUBJECT: Request to Purchase One (1) 2020–Ford F250 Pick Up Truck

The Department of Public Works has budgeted for one (1) Ford F250 Pick Up Truck.

As allowed under the Piggyback clause of the Romulus Purchasing Ordinance we would like to purchase one (1) 2020 Ford F250 through an existing extendable bid with the State of Michigan MiDeal – Contract #071B770081 –Gorno Ford.

This vehicle is replacing a 2001 Chevy Pickup Truck with 125,000 miles on it that was auctioned in October 2020. The new truck will be used by the DPW mechanics and roads crew as needed.

Therefore, we are requesting to receive City Council approval to proceed with this purchase.

Funds for this purchase are budgeted for in account #661-258-970.138 Motor Vehicle Capital Outlay.

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

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

CONTRACT CHANGE NOTICE

Change Notice Number 5
 to
 Contract Number 071B7700181

CONTRACTOR	GORNO FORD INC	STATE	Scott Poyer	SW
	22025 Allen Road		517-284-6448	
	Woodhaven, MI 48183		poyers@Michigan.gov	
	Jim Agney		Yvon Dufour	DTMB
	734-671-4033		(517) 249-0455	
	jagney@gornoford.com		dufoury@michigan.gov	
	CV0019327			

CONTRACT SUMMARY

VEHICLES - PATROL, PASSENGER, TRUCKS AND VANS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
August 1, 2017	November 30, 2022	1 - 2 Year	November 30, 2022
PAYMENT TERMS		DELIVERY TIME FRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-Card ☐ PRC ☐ Other			☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		November 30, 2022
CURRENT CONTRACT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED/REPLACEMENT CONTRACT VALUE		
\$249,001.00	\$0.00	\$249,001.00		

DESCRIPTION

Effective 10/14/2020, 2021 model year vehicles and pricing are hereby updated, per revised Schedule B - Pricing. All other terms, conditions, specifications and pricing remain the same. Per contractor proposal, and DTMB Procurement approval.



FUNDS VERIFICATION FORM

<u>DEPARTMENT:</u> DPW
<u>FUND NAME:</u> Motor Vehicle Capital Outlay
<u>ACCOUNT NUMBER/S:</u> 661-258-970.138
<u>PURPOSE FOR REQUEST:</u> To purchase one (1) Ford F250 Pick Up Truck
<u>AMOUNT OF EXPENDITURE:</u> \$33,523.00
<u>SIGNATURE OF DEPARTMENT HEAD:</u> <i>Kathryn Hood</i>
<u>FUNDS CURRENTLY AVAILABLE:</u> \$432,703.60 2/10/2021 \$30,000 in budget notes - additional funds part of intrafund posted 2/12/2021
<u>FINANCE DEPARTMENT APPROVAL:</u> <i>M James</i>
<u>DATE:</u> 2/17/2021



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **March 1, 2021**

Item No. D.

General Description: Huron River Drive Sidewalk Project - State of Michigan Contract Approval

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: Huron River Drive Sidewalk Project – State of Michigan Contract Approval
DATE: February 23, 2021

I concur with the recommendation of Roberto Scappaticci, DPW Director, and Stephen Hitchcock, legal counsel, and respectfully request that Council authorize the Mayor and Clerk to enter into the attached contract with the State of Michigan for the pathway construction on Huron River Drive from Northline Road to Five Points Intersection with a cost share of \$93,153.00 (split amongst DPW and DDA). The State of Michigan has awarded the City of Romulus \$372,747.00.

Victoria Trush, Assistant Finance Director has confirmed that funds for this project are available in the Sidewalk and Major Roads Non-Motorized accounts #202-463-870.000 and #101-444-980.000.

Motion by _____, supported by _____, to authorize the Mayor and Clerk to enter into the attached contract with the State of Michigan for the pathway construction on Huron River Drive from Northline Road to Five Points Intersection with a cost share of \$93,153.00 (split amongst DWP and DDA). The State of Michigan has awarded the City of Romulus \$372,747.00.

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Mayor LeRoy D. Burcroff

FROM: Roberto J. Scappaticci, Director of Public Works

CC: Merrie Druyor, TIFA/DDA Director
Kathy Hood, Assistant DPW Director

DATE: February 23rd, 2021

SUBJECT: Huron River Drive Sidewalk Project – State of Michigan (SOM) Contract Approval

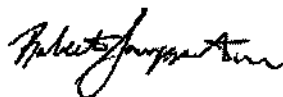
Dear Mayor,

Attached is the contract from the State of Michigan (SOM) for the Pathway construction on Huron River Drive from Northline Road to Five Points Intersection. This contract is between the City of Romulus and the State of Michigan, and it states that the City shall participate and pay for our share of construction of the pathway.

Within the contract on Page 9 it provides the participating cost summary. The SOM is awarding the City \$372,747.00 for construction, with the City's local share to be approximately **\$93,153.00**. The City local share cost will be split amongst the DDA and the DPW to participate in payment. At this time, the DPW is requesting approval of the attached contract in order to proceed with construction.

Funds for this project are secured in the following accounts: 202-463-870.000, and 101-444-980.000 in FY 20/21 Budget. Should there be any questions, please do not hesitate to contact me to discuss.

Thank you,



Roberto J. Scappaticci, Director of Public Works

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Scappaticci, Roberto

From: Steve Hitchcock <sjh@gmhlaw.com>
Sent: Tuesday, February 23, 2021 9:26 AM
To: Scappaticci, Roberto
Subject: RE: MDOT Contract# 20-5532

Roberto,

I have reviewed this contract with MDT for the non-motorized path on Huron river Dr. The contract requires the City to have complied with State law and determined there are no environmental issue on the property for the path. Assuming the City has completed this requirement I have no issues with the contract and recommend it for Council approval.

Steve Hitchcock

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



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From: Scappaticci, Roberto <rscappaticci@romulusgov.com>
Sent: Monday, February 22, 2021 2:22 PM
To: Steve Hitchcock <sjh@gmhlaw.com>
Cc: Marcell, Bobbie <bmarcell@romulusgov.com>
Subject: FW: MDOT Contract# 20-5532

Steve,

Attached is the State Agreement with MDOT to build the Huron River Drive sidewalk. Like other agreements it cookie cutter from the state. I have reviewed the costs and they are inline. Please review and offer your approval to present to council.

Roberto J. Scappaticci, B.S., S-1
Director of Department of Public Works
12600 Wayne Road
Romulus, MI 48174
(734) 955-8752 – Office
rsappaticci@romulusgov.com



Home of Opportunity

From: Marcell, Bobbie
Sent: Monday, February 22, 2021 11:45 AM
To: Scappaticci, Roberto <rsappaticci@romulusgov.com>
Subject: MDOT Contract# 20-5532

Bobbie Marcell, Senior Secretary
Department of Public Works
12600 Wayne Road
Romulus, MI 48174
bmarcell@romulusgov.com
Phone: (734) 955-8754
Fax: (734) 941-5799





FUNDS VERIFICATION FORM

<u>DEPARTMENT:</u> DPW
<u>FUND NAME:</u> Sidewalk and Major Roads Non-Motorized
<u>ACCOUNT NUMBER/S:</u> 202-463-870.000 & 101-444-980.000
<u>PURPOSE FOR REQUEST:</u> Pay for participating costs of HRD pathway
<u>AMOUNT OF EXPENDITURE:</u> \$93,153.00 max. split with DDA
<u>SIGNATURE OF DEPARTMENT HEAD:</u> 
<u>FUNDS CURRENTLY AVAILABLE:</u> 202-463-873.000 \$45,000 construction, \$30,000 inspection. 101-444-980.000 \$80,0000
<u>FINANCE DEPARTMENT APPROVAL:</u> <i>Victoria Crush</i>
<u>DATE:</u> <i>2/23/2021</i>

TAP

DA

Control Section	TAU 82000
Job Number	208961CON
Project	21A0(143)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	20-5532

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF ROMULUS, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in the City of Romulus, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 4, 2021, attached hereto and made a part hereof:

Non- motorized path construction work along Huron River Drive from Northline Road to Grant Street. Bicycle path installation along Goddard Road from Huron River Drive/Grant Street to Hunt Street; including permanent signing installation work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ALTERNATIVES PROGRAM

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

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

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At no cost to the PROJECT:

(1) Design or cause to be designed the plans for the PROJECT.

- (2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
 - (3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.
- B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
- C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Transportation Alternatives Program Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$372,747.00 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that

upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(L) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Michigan Department of Environment, Great Lakes, and Energy (EGLE), it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy (EGLE), shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the

DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF ROMULUS

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



February 4, 2021

EXHIBIT I

CONTROL SECTION	TAU 82000
JOB NUMBER	208961CON
PROJECT	21A0(143)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$465,900
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$465,900
Less Federal Funds*	<u>\$372,747</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 93,153

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

BUREAU OF HIGHWAYS
NON CONSTRUCTION
03-15-93

PART II
MODIFIED

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV SPECIAL PROGRAM AND PROJECT CONDITIONS

03-15-93

1

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. All work shall be performed in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
- C. In conformance with FAPG (23 CFR 630C): Project Agreements, the parties to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. On those projects funded with Federal monies, the DEPARTMENT shall, as may be required, secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- C. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- D. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.
- E. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

- F. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- G. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- H. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 201, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- I. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- J. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- K. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that canceled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the canceled portions of the PROJECT will be promptly refunded.
- L. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the

language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FAPG Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. General Conditions:

1. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
2. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

SECTION IV

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way acquisition.
- C. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- D. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



City of Romulus

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

Council Meeting Held: **March 1, 2021**

Item No. A.

General Description: Second Reading and Final Adoption of Budget Amendment 20/21-14 Clerk

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, City Clerk

Date: March 01, 2021

Re: Second Reading & Final Adoption of Budget Amendment 20/21-14 Clerk

For Second Reading and Final Adoption of Budget Amendment 20/21-14 Clerk to recognize a budget amendment for the May 04, 2021 Special School Election in the amount of \$45,000.00. All expenditures for this special election is reimbursable under MCL 168.315.

This budget amendment was introduced at the regular meeting held on February 22, 2021.

MEMORANDUM

TO: Mayor LeRoy D. Burcroff

FROM: Finance Department

DATE: February 9, 2021 *MSB*

SUBJECT: Budget Amendment 20/21 - 14

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

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

BUDGET AMENDMENT FORM

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

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

DATE: 2/4/2021

Department Head Signature:

Mayor's Authorization:

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



City of Romulus

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

Council Meeting Held: **March 1, 2021**

Item No. B.

General Description: Request for Study Session to discuss a proposed Charter amendment and Electronic Council meetings.

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: March 01, 2021

Re: SPECIAL / STUDY SESSION MEETING REQUEST

At the February 22, 2021 Special Meeting, Council requested another study session to further discuss the proposed Charter amendment.

Therefore, I am requesting that Council approve a Study Session for Monday, March 8, 2021, at 6:45 p.m. to discuss the proposed Charter amendment.

In addition, at this same meeting, City Attorney Steve Hitchcock is requesting that there be discussion regarding future electronic Council meetings after March 30, 2021.

The date and time are available. Forty-five minutes should be enough time to discuss the above-mentioned.



City of Romulus

Treasurer's Report

Council Meeting Held:

March 1, 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:

March 1, 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:

March 1, 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.

March 1, 2021

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Communication

Council Meeting Held:
Item No. 11

March 1, 2021

Councilperson Abdo: _____

Councilperson Barden: _____

Councilperson Roscoe: _____

Councilperson Talley: _____

Councilperson Wadsworth: _____

Councilperson Webb: _____

Councilperson Williams: _____



City of Romulus

Adjournment

Council Meeting Held:

March 1, 2021

Item No. 12

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