



**CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
February 27, 2023
7:30 PM**

Members of the public can view the Regular City Council Meetings live via the Romulus Public Access Channel 12 and YouTube at www.youtube.com/cityofromulus. Public comments can also be emailed to publiccomment@romulusgov.com

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 13, 2023, at 7:30 p.m.
- B. Approval of Minutes from the Special Meeting - Study Session held on Monday, February 13, 2023, at 6:00 p.m. to discuss the design details for the proposed Veteran's Memorial Park and alternative details to restore the former Veteran's Memorial Monument on the City Municipal Complex.

3. Petitioner

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

- A. Approval of the Chairperson's Report

5. Mayor's Report – Robert A. McCraight, Mayor

- A. Disposal of Obsolete, Worn, or Surplus Property Policy
- B. Huron River Drive - Pennsylvania to Eureka
- C. Michigan Economic Development Corporation (MEDC) Grant - Sidewalk Repairs Contract Execution

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

- A. Study Session and Public Hearing Requests for FY2023-24 Proposed Budgets
- B. Study Session Request for Monday, March 6, 2023, at 6:45 p.m.

7. Treasurer's Report – Stacy Paige, Treasurer

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

9. Unfinished Business

10. New Business

11. Warrant

- A. Approval of Warrant #: 23-04 for checks presented in the amount of \$1,439,330.26

12. Communication

13. Adjournment



RULES REGARDING THE PUBLIC ADDRESSING A CITY MEETING

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

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

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



City of Romulus

Agenda

Council Meeting Held: **February 27, 2023**

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: **February 27, 2023**

Item No. A.

General Description: Approval of Minutes from the Regular Meeting held on Monday, February 13, 2023, at 7:30 p.m.

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MINUTES OF THE REGULAR ROMULUS CITY COUNCIL MEETING

February 13, 2023

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

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

Pledge of Allegiance

Roll Call

Present: Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth, Virginia Williams

Absent / Excused: Eva Webb

Administrative Officials in Attendance:

Robert McCraight, Mayor

Stacy Paige, Treasurer

Administrative Staff in Attendance:

D'Sjonaun Hockenhull, Deputy Clerk; Julie Wojtylko, Chief of Staff; Stephen Hitchcock, City Attorney; Carol Maise, City Planner; Kathy Hood, Assistant DPW Director

1. Agenda

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

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

Nays - None

Motion Carried Unanimously

2. Minutes

- A. Res. #23-031** Moved by **Celeste Roscoe**, seconded by **Tina Talley**, to approve the Minutes from the Regular Meeting held on Monday, February 6, 2023, at 7:30 p.m.

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

Nays - None

Abstain - Wadsworth

Motion Carried

- B. Res. #23-032** Moved by **Celeste Roscoe**, seconded by **Tina Talley**, to approve the Minutes from the Special Meeting - Study Session held on Monday, February 6, 2023, at 7:00 p.m. to discuss the proposed zoning amendments for the Southern Gateway Overlay District and Airport District.

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

Nays - None

Abstain - Wadsworth

Motion Carried

3. Petitioner - None

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

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

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

Motion Carried Unanimously

5. Mayor's Report – Robert A. McCraight, Mayor

- A. Res. #23-033** Moved by **Celeste Roscoe**, seconded by **Virginia Williams** to concur with the Administration and consent to piggyback on the MiDeal Contract 071B7700091 for the biannual monthly rental of one (1) Elgin Broom Bear street sweeper at a cost of \$12,090.00 (\$11,790.00 plus \$300.00 delivery fee) per rental from MacQueen Equipment LLC dba Bell Equipment through January 12, 2026.

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

Motion Carried Unanimously

- B. Res. #23-034** Moved by **William Wadsworth**, seconded by **Celeste Roscoe** to adopt a resolution determining the location of the restoration project for the Romulus Veteran's Memorial Monument to be in the City Municipal Complex.

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

Motion Carried Unanimously

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

- A. Res. #23-035** Moved by **Celeste Roscoe**, seconded by **Virginia Williams**, to approve the Second Reading and Final Adoption of the text amendment to the Zoning Ordinance, TA-2022-002, to add to Articles 7, Business District, Section 7.06 and 8, Industrial Districts, Section 8.04(b)(9) Southern Gateway Overlay District.

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

Motion Carried Unanimously

- B. Res. #23-036** Moved by **Celeste Roscoe**, seconded by **Virginia Williams**, to approve the Second Reading and Final Adoption of the text amendment to the Zoning Ordinance, TA-2022-003, to amend Article 9, Airport District, Table 9.02, Schedule of Uses to include drive-through restaurants as special land uses.

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

Motion Carried Unanimously

- C. Res. #23-037** Moved by **Celeste Roscoe**, seconded by **William Wadsworth**, to approve the Second Reading and Final Adoption of Budget Amendment 22/23-11 in the amount of \$356,000.00 for the completion of the Brandt Road project.

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

Motion Carried Unanimously

- D. Res. #23-038** Moved by **Kathy Abdo**, seconded by **Celeste Roscoe**, to approve the Study Session Request for Monday, February 27, 2023, at 6:45 p.m. to discuss amendments to The Fairways at Gateway PDA (Planned Development Area) site plan.

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

Nays - None

Motion Carried Unanimously

7. Treasurer's Report – Stacy Paige, Treasurer

Treasurer Paige reminded residents that taxes are due February 14th, and her office will continue to collect taxes through February 28th. On March 1st, taxes will be forwarded to Wayne County by state law.

8. Public Comment

A resident inquired the City Council regarding emergency dispatches' tracking of landlines.

9. Unfinished Business - None

10. New Business - None

11. Warrant

- A. Res. #23-039** Moved by **Kathy Abdo**, seconded by **Tina Talley**, to approve Warrant #: 23-03 for checks presented in the amount of \$2,301,030.33

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

Nays - Williams

Motion Carried

12. Communication

Councilperson Talley announced the Good Friday Walk and actively seeks volunteers to play characters for the event. She also commented on the DCC/CWW Mixer at the Kroger Fulfillment Center.

Res. #23-040 Moved by **Virginia Williams**, seconded by **Kathy Abdo** to adopt a memorial resolution for the family of Tracie Bland.

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

Nays - None

Motion Carried Unanimously

Councilperson Williams reminded residents of the date and time for the Forgotten Harvest Program.

13. Adjournment

Moved by **William Wadsworth**, seconded by **Virginia Williams**, to adjourn the meeting at 8:08 p.m.

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

Nays - None

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan, certify the foregoing to be a true copy of the minutes of the regular meeting of the Romulus City Council held on February 13, 2023.



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



City of Romulus

Minutes

Council Meeting Held: **February 27, 2023**

Item No. B.

General Description: Approval of Minutes from the Special Meeting - Study Session held on Monday, February 13, 2023, at 6:00 p.m. to discuss the design details for the proposed Veteran's Memorial Park and alternative details to restore the former Veteran's Memorial Monument on the City Municipal Complex.

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 13, 2023**

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

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

1. Roll Call

Present: Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth, Virginia Williams

Absent / Excused: Eva Webb

Administrative Officials in Attendance:

Robert McCraight, Mayor

Stacy Paige, Treasurer

D'Sjonaun Hockenhull, Deputy Clerk

Administrative Staff in Attendance:

Julie Wojtylko - Chief of Staff; Stephen Hitchcock - City Attorney; Kathy Hood - Assistant DPW Director;

Maria Lambert - Director of Resident Services

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

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

Nays - None

Motion Carried Unanimously

3. Discussion: Design details for the proposed Veteran's Memorial Park and alternative detail to restore the former Veteran's Memorial Monument on the City Municipal Complex

Mayor McCraight led the discussion and presented a PowerPoint on the original site plan of the Veteran's Memorial Monument in the municipal complex. He continued on the design of a Veteran's Memorial Park at the Bird House. He discussed potential grant funding sources for the Veteran's Memorial Park. He reviewed the communication process previously implemented to get stakeholders' input on the monument's location. The TIFA District has agreed to fund the project and utilize grant funding to offset costs. Councilpeople Roscoe, Wadsworth, and Williams voiced their support for keeping the Veteran's Memorial Monument in the city's municipal complex. Councilpeople Abdo and Talley wanted input from the public.

4. Public Comment

1. A letter from the resident was read into the record (the Mayor responded to the letter).
2. Six members of the public voiced their support for putting the Veteran's Memorial Monument in the city municipal complex.
3. A member of the public voiced his support for the Veteran's Memorial Park
4. A member of the public gave historical information on the Bird House and the Veteran's Memorial Monument.
5. A member of the public asked the City Council to restore the monument to the best of the city's ability and expand it for future use.

Mayor Pro-Tem Barden polled the audience to see who prefers the monument in the city's municipal complex.

5. Moved by William Wadsworth, seconded by Kathy Abdo to adjourn the Special Meeting at 7:15 p.m.

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

Nays - None

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan, certify the foregoing to be a true copy of the minutes of the Special Meeting – Study Session of the Romulus City Council held on February 13, 2023.

A handwritten signature in cursive script, reading "Ellen L. Craig-Bragg".

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



City of Romulus

Petitioner

Council Meeting Held:

February 27, 2023

Item No. 3

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

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

Council Meeting Held: February 27, 2023

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 – Robert A. McCraight, Mayor

Council Meeting Held: February 27, 2023

Item No. A.

General Description: Disposal of Obsolete, Worn, or Surplus Property Policy

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 Robert A. McCraight
SUBJECT: Disposal of Obsolete, Worn, or Surplus Property Policy
DATE: February 22, 2023

I concur with the recommendation of Roberto Scappaticci, DPW Director, and respectfully request City Council authorize the DPW to dispose of the listed vehicle to be auctioned on govdeals.com with the buyer to pay 12.50% fee to govdeals per vehicle with all the proceeds going to the appropriate City fund.

EQUIPMENT	VEH #	VIN/SN	RESERVE	PLATE #	PURCHASE PRICE	DEPARTMENT
1990 Pierce Pumper	331	4P1CTO2D2LA000172	\$2,500	071X787	\$179,963	FIRE DEPT.

Motion by _____, supported by _____ to concur with the administration and authorize the DPW to dispose of the listed vehicle to be auctioned on govdeals.com with the buyer to pay 12.50% fee to govdeals per vehicle with all the proceeds going to the appropriate City fund.

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Mayor Robert McCraight

FROM: Roberto J. Scappaticci, DPW Director *RS*

CC: Kathy Hood, DPW Assistant Director

DATE: January 6, 2023

SUBJECT: Disposal of Obsolete, Worn or Surplus Property Policy

I would like to request permission from City Council, according to the "Disposal of Obsolete, Worn or Surplus Property Policy" for the disposal of the following vehicle to be auctioned on Govdeals.com with the buyer to pay a 12.50% fee to govdeals per vehicle with all other proceeds going to the appropriate City fund per table below. The auction will run for a minimum of 3 weeks from the date of Council approval. Removal of this vehicle from the City fleet inventory will save the insurance premiums for the next fiscal year. The following vehicles will be submitted:

EQUIPMENT	VEH #	VIN/SN	RESERVE	PLATE #	PURCHASE PRICE	DEPARTMENT
1990 Pierce Pumper	331	4P1CTO2D2LA000172	\$2,500	071X787	\$179,963	FIRE DEPT.

Should there be any questions regarding this matter please feel free to contact me at 734-955-8752 or rscappaticci@romulusgov.com.

Sincerely,



Roberto J. Scappaticci, Director of Public Works

RS/CL

S:\Public Works\MOTOR VEHICLE DATA\AUCTION\LETTER 2023 AUCTION - ONLINE GOVDEALS.docx



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: February 27, 2023

Item No. B.

General Description: Huron River Drive - Pennsylvania to Eureka

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 Robert A. McCraight
SUBJECT: Huron River Drive – Pennsylvania to Eureka
DATE: 2/23/2023

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 between the Michigan Department of Transportation (MDOT) and the City of Romulus to resurface Huron River Drive between Pennsylvania Road and Eureka Road with a local match in the amount of 20% (\$221,682.00).

Maria Farris, Finance Director has confirmed that funds are available in Capital Outlay/Major Roads account #202-463-980.000.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to enter into the attached contract between the Michigan Department of Transportation (MDOT) and the City of Romulus to resurface Huron River Drive between Pennsylvania Road and Eureka Road with a local match in the amount of 20% (\$221,682.00).

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Mayor Robert McCraight

FROM: Roberto J. Scappaticci, Director of Department of Public Works

CC: Kathy Hood, Assistant Director of Public Works

DATE: February 16th, 2023

SUBJECT: Huron River Drive – Pennsylvania to Eureka

Mayor,

Attached is the State of Michigan Contract for the resurfacing of Huron River Drive between Pennsylvania Road and Eureka Road. The City has been awarded federal funding in the amount of **\$936,568.00** for this repair. The City is required to provide a local match of 20% (**\$221,682.00**) for the project, per the attached MDOT State Contract (Please note that page 8 will be revised by MDOT to reflect the lowest bid totals when received).

The project will be constructed in the spring of 2023 and a construction schedule will be provided after the preconstruction meeting is held. This project is being bid through the Michigan Department of Transportation, not the City.

The MDOT Contract attached has been reviewed by the City Attorney's office, as well as DPW, and is approved for execution. At this time, the DPW recommends entering into agreement with the State of Michigan on the Huron River Drive project. Two original documents will be provided to the clerk's office for signature.

Funding for this project has been secured in the following account: 202-463-980.000 in fiscal 22/23

Should there be any questions regarding this matter please feel free to contact me.

Sincerely,



Roberto J. Scappaticci, Director of Public Works

t:\administrative\admin documents\roads\huron river drive paving (2021)\mdot contract\contract and resolution\recommendation_memo_dpw.docx

RESOLUTION NO. ____
CITY OF ROMULUS
WAYNE COUNTY, MICHIGAN

Council Person: _____ offered the following resolutions and moved for its adoption:

Be it resolved that

CONTRACT No. 22-5566, Control Section STU 82000, Job Number 215684 CON

by and between the

MICHIGAN DEPARTMENT OF TRANSPORTATION

and the

CITY OF ROMULUS

is hereby approved

The following Official(s) are authorized to sign the said contract:

Robert McCraight, Mayor

Ellen Craig-Bragg, Clerk

Supported by:

Council Person: _____

Adopted: AYES: _____
 NAYES: _____
 ABSENT: _____

I, hereby certify the foregoing is true and correct copy of a resolution duly adopted at a regular meeting of the City Council on the 6th DAY of February 2023.

Signed: _____
Ellen Craig-Bragg
City Clerk

STP

DA

Control Section	STU 82000
Job Number	215684CON
Project	23A0146
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	22-5566

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 agreeing to the following improvements, in Romulus, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 4, 2023, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt cold milling and resurfacing along Huron River Drive from Pennsylvania Road to approximately 1,800 feet north of Eureka Road, including machine grading, aggregate shoulder, joint and crack repair, permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Ditch and culvert cleanout and sprinkler work along the limits as described in PART A; 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:

SURFACE TRANSPORTATION 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.

Pursuant to Title 2 of the Code of Federal Regulations for Part 200, a description of the federal award for the project is shown in detail on EXHIBIT "II", dated January 4, 2023, and made a part of this document.

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.

Costs for construction engineering, construction materials testing, and inspection as may be incurred by the DEPARTMENT and the REQUESTING PARTY, including any other costs incurred by the DEPARTMENT as a result of this contract, will be at PROJECT COST. Costs for construction engineering, construction materials testing, and inspection incurred by the REQUESTING PARTY for the PROJECT shall be limited to the lesser of: (1) 100 percent of the actual costs for construction engineering, construction materials testing, and inspection, or (2) 15 percent of the actual contracted physical construction costs.

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

The Michigan Department of Environment, Great Lakes, and Energy 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 Michigan Department of Environment, Great Lakes, and Energy. 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. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
 - B. At PROJECT COST, perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.
 - C. At no cost to the PROJECT, design or cause to be designed the plans for the PROJECT.

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.

The method of performing the work will be indicated on the work authorization. The REQUESTING PARTY will comply with PART II, Section IIF, when applicable.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent. 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. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be

necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

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 365.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

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, 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 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.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

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:



January 4, 2023

EXHIBIT I

CONTROL SECTION	STU 82000
JOB NUMBER	215684CON
PROJECT	23A0146

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$ 995,000	\$ 14,000	\$1,009,000
CONSTRUCTION ENGINEERING, CONSTRUCTION MATERIALS TESTING, & INSPECTION	\$ 149,250	\$ 0	\$ 149,250
GRAND TOTAL	\$1,144,250	\$ 14,000	\$1,158,250

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,144,250	\$ 14,000	\$1,158,250
Less Federal Funds	\$ 936,568	\$ 0	\$ 936,568
BALANCE (REQUESTING PARTY'S SHARE)	\$ 207,682	\$ 14,000	\$ 221,682

NO DEPOSIT

EXHIBIT II
Notification of Required Federal Program Information to Subrecipients for
Federal Funding

Does this project receive Federal funds? ☒ Yes ☐ No

Subrecipient's Name: Romulus

Subrecipient's Unique
Entity Identifier Number
(UEI):

Federal Grant/Project 23A0146
Number(s):

MDOT Project Number: 215684CON

Project Description: Hot mix asphalt cold milling and resurfacing along Huron River Drive
from Pennsylvania Road to approximately 1,800 feet north of Eureka
Road, including machine grading, aggregate shoulder, joint and crack
repair, permanent signing and pavement markings; and all together with
necessary related work.

CFDA Number, Federal Agency, Program Title: CFDA 20.205
Highway Research Planning & Construction

Federal Award Identification Number(s) (FAIN): 693JJ22330000Y230MI23A0146

Federal Award Date: November 30, 2022

Period of Performance Start Date: November 30, 2022

Period of Performance End Date: September 1, 2023

Amount of Federal Funds obligated by this action: \$936,568

Total amount of Federal Funds obligated: \$936,568

Total amount of the Federal award: \$1,009,000

Budget Approved Cost sharing or matching, where applicable:
Federal Participation: \$936,568; Local Participation: \$221,862

Name of Federal awarding agency and contact information for awarding official:

Acting Director Brad Wieferich
Michigan Department of Transportation
425 West Ottawa Street
Lansing, MI 48909

Is this a Research and Development award: ☐ Yes ☒ No

Indirect cost rate for the Federal award (if applicable): Not Applicable

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented 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 following 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.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party 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. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. 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.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. 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.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. 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.

- J. 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.
- K. 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.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. 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.
- O. 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.
- P. 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 cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. 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 FHPM 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. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. 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.
3. 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.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties 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 bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in 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.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. 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.
- B. 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.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. 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.
- E. 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.



FUNDS VERIFICATION FORM

DEPARTMENT: DPW

FUND NAME: Capital Outlay/Major Roads

ACCOUNT NUMBER/S: 202-463-980.000 HRD

PURPOSE FOR REQUEST:

Secure funds for HRD MDOT Contract

AMOUNT OF EXPENDITURE: \$221,682

SIGNATURE OF DEPARTMENT HEAD:

FUNDS CURRENTLY AVAILABLE:

\$221,982

FINANCE DEPARTMENT APPROVAL:

Maria Farris

DATE:

February 16, 2023



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held:

February 27, 2023

Item No. C.

General Description: Michigan Economic Development Corporation (MEDC) Grant - Sidewalk Repairs Contract Execution

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 Robert A. McCraight
SUBJECT: Michigan Economic Development Corporation (MEDC) Grant –
Sidewalk Repairs Contract Execution
DATE: February 22, 2023

I concur with the recommendation of Roberto Scappaticci, DPW Director and Steve Hitchcock, City Attorney, and respectfully request City Council authorize the Mayor and Clerk to enter into the attached grant contract between the Michigan Economic Development Corporation (MEDC) and the City of Romulus, which will provide funding to support the costs of performing repairs to sidewalk infrastructure within the City. Theses repairs will include sidewalk systems in the Romulus Urban Renewal neighborhood, between Van Born and Wick Roads, between Van Born and Beverly Roads as well as bringing existing pathway from Wick Road to Smith Road establishing compliance with Americans with Disabilities Act.

Motion by_____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to enter into the attached grant contract between the Michigan Economic Development Corporation (MEDC) and the City of Romulus, which will provide funding to support the costs of performing repairs to sidewalk infrastructure within the City. Theses repairs will include sidewalk systems in the Romulus Urban Renewal neighborhood, between Van Born and Wick Roads, between Van Born and Beverly Roads as well as bringing existing pathway from Wick Road to Smith Road establishing compliance with Americans with Disabilities Act.

Interoffice Memorandum

TO: Mayor Robert McCraight

FROM: Roberto J. Scappaticci, Director of Department of Public Works

CC: Kathy Hood, Assistant Director of Department of Public Works

DATE: February 6th, 2023

SUBJECT: Michigan Economic Development Corporation (MEDC) Grant – Sidewalk Repairs Contract Execution.

Dear Mayor,

The City of Romulus has recently acquired grant funding through the MEDC, which will provide funding to support the costs of performing repairs to sidewalk infrastructure within the City. These repairs will include sidewalk systems in the Romulus Urban Renewal neighborhood, between Van Born and Wick Roads, between Van Born and Beverly Roads, as well as bringing existing pathway from Wick Road to Smith Road establishing compliance with the Americans with Disabilities Act.

In addition, the funds are not limited to repairs City wide. The DPW will begin design of a sidewalk project which can later be shared with the administration. These funds will be spent by August 31st, 2025.

At this time the DPW recommends that the City present this contract to City Council for approval of execution. The City Attorney has reviewed the contract and is in agreement with the language.

Should there be any questions, please do not hesitate to contact my office.

Sincerely,



Roberto J. Scappaticci, Director of Public Works

s:\public works\administrative\admin documents\sidewalk\medc sidewalk grant\revised memo to council.docx

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION
GRANT WITH
CITY OF ROMULUS**

The Michigan Economic Development Corporation (the “MEDC”) enters into a binding agreement (the “Agreement”) with City of Romulus (the “Grantee”). As used in this Agreement, the MEDC and Grantee are sometimes individually referred to as a “Party” and collectively as “Parties.”

Grantee: City of Romulus
11111 Wayne Road
Romulus, Michigan 48174

I. NATURE OF SERVICES. The purpose of this Agreement is to provide funding to the Grantee to support the costs of performing repairs to sidewalk infrastructure within the City of Romulus, including, but not limited to, the sidewalk systems in the Romulus Urban Renewal neighborhood, between Van Born and Wick Roads, and between Van Born and Beverly Roads; and to bring existing pathway from Wick Road to Smith Road into compliance with the Americans with Disabilities Act (the “Grant Activities”).

II. PERFORMANCE SCHEDULE.

Starting Date: October 1, 2022

Ending Date: August 31, 2025

The term of this Agreement (the “Term”) shall commence on the Starting Date and shall continue until the occurrence of an event described in Section IX of this Agreement.

III. INCORPORATION BY REFERENCE. The following documents are incorporated by reference as binding obligations, term, and conditions of the Agreement.

Exhibit A: Grantee’s Budget

In the event of any inconsistency between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control.

IV. PAYMENT SCHEDULE INFORMATION.

A. The MEDC agrees to pay the Grantee a sum not to exceed One Million Dollars (\$1,000,000) (the “Grant”). A disbursement of 50% of the funds may be made following Grant Agreement execution and authorization by the Grant Administrator. Additional funds shall only be disbursed after verification that the previous payment has been expended, in full, in

accordance with the Agreement.

- B. Payment(s) under this Agreement shall be made by the MEDC to Grantee upon receipt and approval by the Grant Administrator of Grantee's billing statement(s) stating that the work for which payment is requested has been appropriately performed. Grantee shall provide Grantee's billing statement(s) to Grant Administrator or at Grant Administrator's direction. Grant Administrator shall provide Grantee with appropriate submission instructions of Grantee's billing statement(s).
 - C. MEDC requires that payments under this Agreement be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).
 - D. The Grantee agrees that all funds shown in the Budget, described in Exhibit A, are to be spent as specified. This Agreement does not commit the MEDC to approve requests for additional funds during or beyond this Grant period.
 - E. Changes in the Budget will be allowed only upon prior review and written approval by the Grant Administrator.
 - F. Grantee's billing statement(s) may be subject to a final audit prior to the release of final payment.
- V. **MEDC GRANT ADMINISTRATOR.** The Grantee must communicate with the MEDC representative named below or his or her designee regarding this Agreement. The Grant Administrator may be changed, at any time, at the discretion of the MEDC.

Kristyn Blackmer (the "Grant Administrator")
Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
blackmerk1@michigan.org

VI. **GRANTEE DUTIES.**

- A. The Grantee agrees to submit documentation of the expenditures of funds in accordance with Exhibit A and submit quarterly progress reports in a form and to the satisfaction of the MEDC, that provides at a minimum the status of the project and an accounting of all funds expended on Grant Activities during that quarter.

VII. RELATIONSHIP OF THE PARTIES.

- A.** Due to the nature of the services described herein and the need for specialized skill and knowledge of Grantee, the MEDC is entering into this Agreement with Grantee. As a result, neither Grantee nor any of its employees or agents is or shall become an employee of the MEDC due to this Agreement.
- B.** Grantee will provide the services and achieve the results specified in this Agreement free from the direction or control of the MEDC as to means and methods of performance.
- C.** The MEDC is not responsible for any insurance or other fringe benefits, including, but not limited to, Social Security, Worker's Compensation, income tax withholdings, retirement or leave benefits, for Grantee or its employees. Grantee assumes full responsibility for the provision of all such insurance coverage and fringe benefits for its employees.
- D.** All tools, supplies, materials, equipment, and office space necessary to carry out the services described in this Agreement are the sole responsibility of Grantee unless otherwise specified herein.
- E.** Grantee shall retain all control of its employees and staffing decisions independent of the direction and control of the MEDC.

VIII. ACCESS TO RECORDS. During the Term, and for seven (7) years after the Ending Date, the Grantee shall maintain reasonable records, including evidence that the services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MEDC or their authorized representative at any time during this period.

IX. TERMINATION. This Agreement shall terminate upon the earlier of the following:

- A.** The Ending Date.
- B.** Termination by the MEDC:
 - 1. By giving thirty (30) calendar days prior written notice to the Grantee in the event of fraudulent behavior or other egregious circumstances directly relating to the Grantee or the Grant Activities not otherwise covered by Section XIX of this Agreement, which would in the judgment of the MEDC CEO, reflect unfavorably on the State of Michigan if the Agreement were not terminated; or
 - 2. In the event that the Legislature of the State of Michigan the State Government, or any State official, commission, authority, body, or employee

or the federal government (a) takes any legislative or administrative action which fails to provide, terminates, or reduces the funding necessary for this Agreement; or (b) takes any legislative or administrative action, which is unrelated to the source of funding for the Grant, but which affects the MEDC's ability to fund and administer this Agreement and other MEDC programs, provided, however, that in the event such action results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of notice to the Grantee; or

3. Pursuant to Section XIX of this Agreement.

- X. **MEDC EMPLOYEES.** The Grantee will not hire any employee of the MEDC to perform any services covered by this agreement without prior written approval from the Chief Executive Officer of the MEDC.
- XI. **CONFIDENTIAL INFORMATION.** Except as required by law, the Grantee shall not disclose any information, including targeted business lists, economic development analyses, computer programs, databases, and all materials furnished to the Grantee by the MEDC without the prior written consent of the MEDC. All information described in this Section shall be considered "Confidential Information" under this Agreement. Confidential Information does not include: (a) information that is already in the possession of, or is independently developed by, Grantee; (b) becomes publicly available other than through breach of this Agreement; (c) is received by Grantee from a third party with authorization to make such disclosures; or (d) is released with MEDC's written consent.
- XII. **PUBLICATIONS.** Except for Confidential Information, the MEDC hereby agrees that researchers funded with the Grant shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses, or dissertations, or otherwise of their own choosing, the methods and results of their research. Grantee shall at its sole discretion and at its sole cost and expense, prior to publication, seek intellectual property protection for any Inventions (as described in Section XIII) if commercially warranted. Grantee shall submit to the MEDC a listing of articles that Grantee has submitted for publication resulting from work performed hereunder in its quarterly report to the MEDC. Grantee shall acknowledge the financial support received from the MEDC, as appropriate, in any such publication.
- XIII. **INTELLECTUAL PROPERTY RIGHTS.** Grantee shall retain ownership to the entire right, title, and interest in any new inventions, improvements, or discoveries developed or produced under this Grant, including, but not limited to, concepts know-how, software, materials, methods, and devices ("Inventions") and shall have the right to enter into license agreements with industry covering Inventions.
- XIV. **CONFLICT OF INTEREST.** Except as has been disclosed to the MEDC, Grantee affirms that neither the Grantee nor its Affiliates or their employees has, shall have,

or shall acquire any contractual, financial business, or other interest, direct or indirect, that would conflict in any manner with Grantee's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Grantee further affirms that neither Grantee nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Grantee or its affiliates or either's employees on behalf of the MEDC would be influenced. Grantee shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Grantee also affirms that neither Grantee, nor its Affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Grantee will inform the MEDC regarding possible conflicts of interest which may arise as a result of such change. Grantee agrees that conflicts of interest shall be resolved to the MEDC's satisfaction or the MEDC may terminate this Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

- XV. INDEMNIFICATION AND GRANTEE LIABILITY INSURANCE.** To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the MEDC, its corporate board of directors, executive committee members including its participants, its corporate board of directors, its officers, agents, and employees (the "Indemnified Persons") from any damages that it may sustain through the negligence of the Grantee pertaining to the performance of this Agreement.

The Grantee shall maintain such insurance to protect the Indemnified Persons from claims that might arise out of or as a result of the Grantee's operations; however, Grantee's indemnification obligation shall not be limited to the limits of liability imposed under the Grantee's insurance policies. The Grantee will provide and maintain its own general liability, property damage, and Worker's Compensation insurance. The insurance shall be written for not less than any limits of liability required by law for the Grantee's obligation for indemnification under this Agreement.

- XVI. TOTAL AGREEMENT.** This Agreement, together with Exhibit A incorporated herein, is the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the Parties reduced to writing and signed.

- XVII. ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by this Agreement, the Grantee shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MEDC. Any future successors of the Grantee will be bound by the provisions of this Agreement unless the MEDC otherwise agrees in a specific written consent. The MEDC reserves the right to approve subcontractors for this Agreement and to require the Grantee to replace subcontractors who are found to be unacceptable.
- XVIII. COMPLIANCE WITH LAWS.** The Grantee is not and will not during the Term be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees, or other requirements imposed by any governmental authority to which it is subject, and will not fail to obtain any licenses, permits, or other governmental authorizations necessary to carry out its duties under this Agreement.
- XIX. DEFAULT.** The occurrence of any one or more of the following events or conditions shall constitute an "Event of Default" under this Agreement, unless a written waiver of the Event of Default is signed by the MEDC: (a) any representation, covenant, certification, or warranty made by the Grantee shall prove incorrect at the time that such representation, covenant, certification, or warranty was made in any material respect; (b) the Grantee's failure generally to pay debts as they mature, or the appointment of a receiver or custodian over a material portion of the Grantee's assets, which receiver or custodian is not discharged within sixty (60) calendar days of such appointment; (c) any voluntary bankruptcy or insolvency proceedings are commenced by the Grantee; (d) any involuntary bankruptcy or insolvency proceedings are commenced against the Grantee, which proceedings are not set aside within sixty (60) calendar days from the date of institution thereof; (e) any writ of attachment, garnishment, execution, tax lien, or similar writ is issued against any property of the Grantee, which is not removed within sixty (60) calendar days. (f) the Grantee's failure to comply with the reporting requirements hereof; (g) the Grantee's failure to comply with any obligations or duties contained herein; and on (h) Grantee's use of the Grant funds for any purpose not contemplated under this Agreement.
- XX. AVAILABLE REMEDIES.** Upon the occurrence of any one or more of the Events of Default, the MEDC may terminate this Agreement immediately upon notice to the Grantee. The termination of this Agreement is not intended to be the sole and exclusive remedy in case any Event of Default shall occur and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law or equity.
- XXI. REIMBURSEMENT.** If this Grant is terminated as a result of Section XIX(h) hereof, the MEDC shall have no further obligation to make a Grant disbursement to the Grantee. The Grantee shall reimburse the MEDC for disbursements of the Grant determined to have been expended for purposes other than as set forth herein as well as any Grant funds, which were previously disbursed but not yet

expended by the Grantee.

XXII. NOTICES. Any notice, approval, request, authorization, direction, or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes: (a) on the delivery date if delivered by electronic mail or by confirmed facsimile; (b) on the delivery date if delivered personally to the Party to whom the same is directed; (c) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (d) Three business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage, and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's facsimile number or electronic mail address, to be as reasonably identified by notifying Party. The MEDC and Grantee may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

XXIII. ACCESS TO RECORDS AND INSPECTION RIGHTS. During the Term, there will be frequent contact between the Grant Administrator and the Grantee. Until the end of the Term, to enable the MEDC to monitor and ensure compliance with the terms of this Agreement, the Grantee shall permit the MEDC to visit the Grantee, and any other location where books and records of the Grantee are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of this Agreement, including the expenditure of the Grant disbursements; provided, however, that such audit right shall survive the end of the Term by three (3) years. At such visits, the Grantee shall permit any employee or agent of the MEDC to make copies or extracts from information and to discuss the affairs, finances, and accounts of the Grantee related to this Agreement with its officers, employees, or agents. The MEDC shall have the right to remove, photocopy, photograph, or otherwise record in any way any part of such books and records with the prior written consent of the Grantee, which consent shall not be unreasonably withheld.

XXIV. GOVERNING LAW. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The terms of this provision shall survive the termination or cancellation of the Agreement.

XXV. COUNTERPARTS AND COPIES. The Parties hereby agree that the faxed signatures of the Parties to this Agreement shall be as binding and enforceable as original signatures; and that this Agreement may be executed in multiple counterparts with the counterparts together being deemed to constitute the complete agreement of the Parties. Copies (whether photostatic, facsimile or otherwise) of this Agreement may be made and relied upon to the same extent as

though such copy was an original.

XXVI. JURISDICTION. In connection with any dispute between the Parties under this Agreement, the Parties hereby irrevocably submit to jurisdiction and venue of the Michigan circuit courts of the State of Michigan located in Ingham County. Each Party hereby waives and agrees not to assert, by way of motion as a defense or otherwise in any such action any claim; (a) that it is not subject to the jurisdiction of such court; (b) that the action is brought in an inconvenient forum; (c) that the venue of the suit, action, or other proceeding is improper; or (d) that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

XXVII. SEVERABILITY. All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void, or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality, or unenforceability.

XXVIII. PUBLICITY. At the request and expense of the MEDC, the Grantee will cooperate with the MEDC to promote the Grant Activities through one or more of the placement of a sign, plaque, media coverage, or other public presentation at the project or other location acceptable to the Parties.

XXIX. SURVIVAL. The terms and conditions of sections VII, VIII, XI, XV, XVII, XXIV, XXVI, and XXVII shall survive termination of this Agreement.

(remainder of page intentionally left blank)

The signatories below warrant that they are empowered to enter into this Agreement.

GRANTEE ACCEPTANCE:

City of Romulus

Dated: _____

Roberto Scappaticci
Director of Public Works

MEDC ACCEPTANCE:

Michigan Economic Development Corporation

Dated: _____

Christin Armstrong
Secretary

EXHIBIT A
GRANTEE'S BUDGET

Michigan Enhancement Grant Project Budget

1. Grantee: City of Romulus		2. Project Title: Wayne Road Non-Motorized Transportation Facility			
3. Project Cost Elements		4. Funding Sources			
Activities	Other/Additional Notes	Michigan Enhancement Grant	Local Funding	Other Funding	Total
Environmental	non-participating	\$70,000.00			\$70,000.00
Engineering		\$130,000.00	\$-		\$130,000.00
Construction:		\$50,000.00			\$50,000.00
Construction Contingency		\$150,000.00	\$150,000.00		\$300,000.00
Trail Infrastructure		\$600,000.00		\$1,240,000.00	\$1,791,000.00
Additional General Admin (10% Max)			\$20,000.00		\$20,000.00
	Total	\$1,000,000.00	\$170,000.00	\$1,240,000.00	\$2,361,000



City of Romulus

Clerk's Report

Ellen L. Craig-Bragg, Clerk

Council Meeting Held:

February 27, 2023

Item No. 6A.

Action Item #1: To approve a one-hour and fifteen-minute study session request for Monday, April 3, 2023, and Monday, April 10, 2023, beginning at 6:00 p.m., to discuss the proposed 2023-24 City Budgets.

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

Action Item #2: To schedule a public hearing to be held in the Romulus City Hall Council Chambers on Monday, May 1, 2023 at 6:00 p.m. in accordance with Chapter 9, Section 9.3 of the Romulus City Charter

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



MEMORANDUM

To: Honorable City Council
From: Ellen L. Craig-Bragg, City Clerk
Cc: D'Sjonaun Hockenhull, Deputy City Clerk
Date: February 23, 2023
Re: Study Session and Public Hearing Request

Per the budget process outlined in Chapter 9, Section 9.2, and Section 9.3 of the Romulus City Charter, the Finance Department requests two study sessions and a public hearing to discuss the proposed 2023-24 City Budgets.

Two actions are requested from Council:

1. To approve a one-hour and fifteen-minute study session for Monday, April 3, 2023, and Monday, April 10, 2023, beginning at 6:00 p.m. to discuss the proposed 2023-24 City Budgets.

Note: The Finance Department will update Council on who will be presenting when confirmed by the Romulus Public Library and the 34th District Court.

2. To schedule a public hearing for Monday, May 1, 2023, at 6:30 p.m. in accordance with Chapter 9, Section 9.3 of the Romulus City Charter.

The date and time are available for these requests.

Memorandum

To: Ellen Craig-Bragg, City Clerk

From: Maria Farris, Finance Director

Date: February 21, 2023

Re: FY 2023-24 Budget Study Sessions & Public Hearing

I am attaching a copy of the FY2023-24 budget calendar. I would like to, at this time, respectfully request to have two study sessions with City Council to discuss the proposed 2023-24 City budgets on April 3, 2023 at 6:00- 7:15p.m. and April 10, 2023 at 6:00-7:15p.m.

We are asking to secure these dates for budget study sessions and will update council on who will be presenting once we receive confirmation from the 34th District Court and the Romulus Public Library.

Additionally, Finance would also like to request a Public Hearing to be held on Monday, May 1, 2023 at 6:30 p.m.

Copies of the Mayor's FY2023-24 Proposed Budgets will be forwarded to City Council by April 1st, as required by City Charter.

CITY OF ROMULUS BUDGET CALENDAR

FISCAL YEAR JULY 1, 2023 – JUNE 30, 2024

<u>DATE</u>	<u>DESCRIPTION</u>
<i>January 11, 2023</i>	Administrative Staff meeting – Discuss general guidelines for FY2023/2024 budget preparation including a review of budget manual. Departments are able to begin entering department budgets into BS&A this week for FY2022-23 projections and FY2023/24 Department Requested. All departments that charge for services must begin their fee schedule analysis to determine any necessary changes. These are due to the Clerk's Office by February 10, 2023.
<i>January 13, 2023</i>	Budget requests for FY2023-24 to be submitted to the Department of Public works relative to Building & Grounds (equipment, maintenance and grounds) requests and Motor Vehicle & Equipment requests. Appropriate forms are located on the public drive, Finance Department, Annual Budget Information. Capital Outlay requests are to be submitted to Chief of Staff, Finance Director and Assistant Finance Director.
<i>January 13, 2023</i>	As part of the annual review process, Department Heads are to submit any requests for changes in staffing for the FY2023-24 Budget, such as additions and/or requested salary changes for both full-time and part-time to the Human Resources Department (Service Improvement form available on public drive).
<i>January 13, 2023</i>	Budget request submittals due to Technology Services department (equipment, software, maintenance, supplies, etc.). Forms to be completed with appropriate accounts numbers, equipment and any associated maintenance costs. The form is available on public drive
<i>January 20, 2023</i>	FY2022-23 Budget projections are to be completed for department specific revenues, overtime, part-time and applicable line item expenditures
<i>February 3, 2023</i>	Budget requests for FY2023-24 relative to staffing that have been reviewed and approved by the Mayor and Chief of Staff will be submitted to the Finance Department for inclusion in the preliminary budget. Please note that these are still subject to change.
<i>February 13, 2023</i>	BS&A System – Department Requested budgets uploaded to the Finance Department and budget review initiated. All budgeted items must be justified, particularly if there is a variance from one year to the next. Departments without budget figures will be left up to the discretion of the Director of Financial Services. All associated forms should be completed and amounts equal. Specific line items are to include a detail list of estimated and proposed expenditures.

CITY OF ROMULUS BUDGET CALENDAR

FISCAL YEAR JULY 1, 2023 – JUNE 30, 2024

<u>DATE</u>	<u>DESCRIPTION</u>
<i>Feb 21 – Mar 9, 2023</i>	The Mayor, Chief of Staff and Finance Department review current year projections and proposed budgets with Department Heads. Please refer to Department Head schedule in public folder.
<i>March 9 – 31, 2023</i>	Preliminary Budget document is prepared by the Finance Department incorporating changes approved by the Mayor and Chief of Staff necessary to meet fund balance expectations.
<i>April 1, 2023</i>	According to Section 9.2 of the City Charter, a recommended budget is to be submitted to City Council on or before the 1st day of April. Clerk to publish required notices for the FY2023-24 Budget Public Hearing.
<i>April 3 & 10, 2023</i>	Study sessions to be held for the 34 th District Court and City budgets with City Council, Mayor and City Department Heads. Each meeting to begin at 6:00 p.m.
<i>May 1, 2023</i>	Public Hearing to be held on the Preliminary Budget @ 6:30 p.m.
<i>May 8, 2023</i>	FY2023–24 Final Budget Adoption, in accordance with Section 9.4 of the City Charter, and tax levy authorization proposed to support the proposed budget.
<i>July 1, 2023</i>	The FY2023-24 Budget becomes effective.



City of Romulus

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

Council Meeting Held:

February 27, 2023

Item No. B.

General Description: Study Session Request for Monday, March 6, 2023, at 6:45 p.m.

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council
From: Ellen L. Craig-Bragg, City Clerk
Cc: D'Sjonaun Hockenhull, Deputy City Clerk
Date: February 23, 2023
Re: Study Session Request

City Treasurer Stacy Paige requests a thirty-minute study session for Monday, March 6, 2023, at 6:45 p.m. to discuss the Quarterly Investment Report.

The date and time are available for the request.

INTEROFFICE MEMORANDUM

TO: ELLEN CRAIG-BRAGG, CITY CLERK
FROM: STACY PAIGE, CITY TREASURER
SUBJECT: REQUEST FOR STUDY SESSION
DATE: FEBRUARY 23, 2023

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

I will need 30 minutes and I have confirmed availability on Monday, March 6, 2023 from 6:45 pm to 7:15 p.m.

Thank you for your consideration.



City of Romulus

Treasurer's Report

Council Meeting Held:

February 27, 2023

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:

February 27, 2023

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:

February 27, 2023

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.

February 27, 2023

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Warrant

Council Meeting Held: **February 27, 2023**

Item No. A.

General Description: Approval of Warrant #: 23-04 for checks presented in the amount of \$1,439,330.26

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

CITY OF ROMULUS

WARRANT REGISTER SUMMARY

Council Meeting Date: February 27, 2023
Warrant Number: 23-04

TOTAL WARRANT REGISTER **1,439,330.26**

P.O.#	CHECK #	PAYEE	AMOUNT

TOTAL DELETIONS

TOTAL ADJUSTED WARRANT (IF ANY DELETIONS)

REWARRANTED ITEMS: (not included in above totals)

P.O.#	CHECK #	PAYEE	AMOUNT

COUNCIL AUTHORIZATION

DATE

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

MAYOR

CLERK

2/23/2023**CHECK DISBURSEMENT REPORT FOR CITY OF ROMULUS
CHECK DATE FROM 2/9/23 - 2/22/2023**

Fund		Amount
Total for fund 101	General Fund	114,111.60
Total for fund 202	Major Street Fund	28,800.73
Total for fund 203	Local Street Fund	13,258.65
Total for fund 205	Public Safety Fund	36,785.04
Total for fund 211	Cable TV	58,901.34
Total for fund 219	Street Lighting Fund	57,979.79
Total for fund 220	Oakwood SAD	71.88
Total for fund 226	Garbage & Rubbish Collection Fund	97,248.98
Total for fund 261	911 Service Fund	27.87
Total for fund 267	Law Enforcement	58,987.23
Total for fund 268	Narc Forfeiture - State	670.05
Total for fund 271	Library Fund	4,537.04
Total for fund 295	DDA	1,840.02
Total for fund 297	T.I.F.A. District #2	30,982.75
Total for fund 402	Vining Road Exten - Ecorse Const	28,462.49
Total for fund 592	Water & Sewer Fund	894,265.42
Total for fund 661	Motor Vehicle	3,840.77
Total for fund 664	Technology Services	264.30
Total for fund 701	Revolving Fund	8,196.25
Total for fund 703	Current Tax	98.06
TOTAL - ALL FUNDS		1,439,330.26

2/23/2023

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 02/09/2023 - 02/22/2023

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank POOL POOLED CASH						
02/15/2023	POOL	81217	1980	COMCAST	8529 10 214 0281543 BUSINESS CABLE 2/18,	152.74
02/15/2023	POOL	81218	0012	DTE ENERGY	35425 ECORSE RD. SERVICE PD 01/04/23 - 0	1,131.23
02/15/2023	POOL	81219	0772	DTE ENERGY	MUNICIPAL COMPLEX JANUARY 2023	10,030.37
02/15/2023	POOL	81220	0670	VERIZON WIRELESS	DATA ACCT # 342127256-00002 USB&MIFI J	579.16
02/15/2023	POOL	81221	0670	VERIZON WIRELESS	342127256-00001 JAN 02 - FEB 01 DIRECTOF	1,472.39
02/15/2023	POOL	81222	0106	WAYNE COUNTY	500373, FEBRUARY 2023 FIXED SEWAGE	36,127.33
02/22/2023	POOL	1179(E)	0581	COMERICA COMM. CARD SERV.	M. DRUYOR COMERICA CARD PURCHASES FC	250.00
					G. HARRIS COMERICA CARD PURCHASES FOR	706.00
					K. LOSEN COMERICA CARD PURCHASES FOR J	100.00
					R. MCCRAIGHT COMERICA CARD PURCHASES	2,750.00
					R. PFANNES COMERICA CARD PURCHASES	1,567.35
					J. WOJTYLKO COMERICA CARD PURCHASES F	105.00
						<u>5,478.35</u>
02/22/2023	POOL	1180(E)	0012	DTE ENERGY	6900 WAYNE - FIRE STATION #3 01/04/23 -	108.85
					38205 BARTH - EMERGENCY SIREN 1/4/23 - 1	24.59
					OAKWOOD STORM SEWER PUMP STATION -	71.88
					7219 MIDDLEBELT - FIRE #2 01/05/23 - 02/	813.77
					6241 DEXTER - BOICE PARK 01/06/23-02/02	34.46
					VINING RD HOT BOX - 34155 GODDARD 1/6/	476.91
					37135 GODDARD RD. DDA 1/6/23 - 2/2/23	62.48
					16869 BRANDT - CREEKSIDE PUMP STATION	17.72
					12300 WAYNE - ANIMAL SHELTER 01/06/23 -	511.50
					10202 SHOOK RD - CEMETERY 1/6/23 - 2/2/	35.75
					11147 HUNT - HISTORICAL PAVILLION 1/6/2	55.80
					12055 WAYNE - BIRD HOUSE 1/6/23 - 2/2/23	13.55
					37230 NORTHLINE- FS #1 1/6/23 - 2/2/23	71.48
					11189 SHOOK - CHAMBER BLDG 1/6/23 - 2/2	196.50
					9755 OZGA - ELMER JOHNSON PARK 1/6/23 -	62.10
					11120 HUNT - SCHOOL HOUSE @ HISTORICA	48.20
						<u>2,605.54</u>
02/22/2023	POOL	1181(E)	0012	DTE ENERGY	31558 GODDARD - WATER PUMP 1/6/23 - 2/	1,149.72
02/22/2023	POOL	1182(E)	3992	INVOICE CLOUD INC.	JANUARY 2023 CREDIT CARD FEES	704.75
02/22/2023	POOL	1183(E)	3740	NAVIA BENEFIT SOLUTIONS - LOCKBC	NAVIA FOR JANUARY 2023	155.00
02/22/2023	POOL	1184(E)	3612	TOSHIBA FINANCIAL SERVICES	COPIER LEASE PAYMENT FEBRUARY 2023	2,122.87
02/22/2023	POOL	81223	0092	34TH DISTRICT COURT	REF: FABIAN DILLARD	500.00
02/22/2023	POOL	81224	2981	ACTRON SECURITY ALARM SYSTEMS.	PIGGYBACK ON GSA CONTRACT GL-07F-173C	7,204.55
					PIGGYBACK ON GSA CONTRACT GL-07F-173C	51,782.68
						<u>58,987.23</u>
02/22/2023	POOL	81225	2942	AIRGAS, INC.	OXYGEN REFILL AND CYL RENT - FIRE DEPT	19.69
					OXYGEN REFILL AND CYL RENT - FIRE DEPT	75.57
						<u>95.26</u>

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
02/22/2023	POOL	81226	1279	AJAX MATERIALS CORPORATION	ITB 21/22-10 YARD STOCK	3,946.80
02/22/2023	POOL	81227	2804	AMAZON CAPITAL SERVICES	A3J18HWSI262XT, VERBATIM DVD-R BLANK I	26.02
					A3J18HWSI262XT, WHOLESALE BULK LOTS JE	51.54
					A3J18HWSI262XT, KENCO GOLD METALLIC 2	8.99
					A3J18HWSI262XT, TICKET TO PARADISE	14.96
					A3J18HWSI262XT, THE BORADVIEW ANTHOL	118.12
						219.63
02/22/2023	POOL	81228	4027	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES FOR PLANNING DEPT.	134.66
					PEE WEE BASKETBALL SUPPLIES	196.60
					CALCULATOR FOR RON	198.26
					OFFICE SUPPLIES	33.90
					POST CARDS FOR PRINTER AND INK PENS	70.96
					2/13/23 OFFICE SUPPLY ORDER	34.37
					EXTERNAL HARD DRIVES FOR ISB	418.99
					JUMP STARTER, SPACE HEATER, HANGING FI	147.85
						1,235.59
02/22/2023	POOL	81229	0529	ASSOCIATED NEWSPAPERS OF MICHIGAN	ITB 22/23-17, ITB 22/23-18, ITB 22/23-19	66.16
					1/3/23 MINUTES RM0711-020923 2.5 X 7.16	85.10
					1/9/23 MINUTES RM0712-020923 2.5 X 7.68	91.28
						242.54
02/22/2023	POOL	81230	1081	ATCHINSON FORD SALES, INC.	POLICE R25 COIL ASYDG564 & SPARK PLSP58	487.32
					POLICE R32 RIGHT & LEFT ACTUATORS	140.00
					POLICE CAPT. 1 CUT AND REPROGRAM TWO	408.06
						1,035.38
02/22/2023	POOL	81231	3649	AUTO VALUE OF ROMULUS	W/S 205 SENSOR ASM ENG O, MALE 45 ELBC	74.47
					POLICE R32 F DISC BRAKE ROTORS & PADS	257.90
					COURT C-BUS FUEL CAP, ISO HEET	15.98
					ROADS 118 REMAN ALTERNATOR	157.09
					MECH STOCK BATT. CLAMP MED	2.89
					BLDG 25 BRAKE LIGHT SWITCH	17.79
					ROADS 118 BATTERY	145.99
					POLICE R23 F CERAMIC PADS	75.81
					MECH STOCK AA 5Z6714 A	41.58
					FIRE R2 BXT65850	160.49
					MECH STOCK JB WELD SKINCARD	6.59
					POLICE R25 SPARK PLUG SOC.	13.89
					W/S 260 GAGE	28.98
					POLICE R25 3/8 DR STUBBY RAT	17.59
					ROADS 110 REAR WHEEL SEAL	73.18
					POLICE R25 BXT94RH7730	160.49
					CORE RETURN BATTERY ASM CCA, ALTERNAT	(40.00)
					CORE RETURN BXT94RH7730	(18.00)
						1,192.71

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
02/22/2023	POOL	81232	1683	BAKER & TAYLOR	251637 L154147 2 B00000. QTY 22	279.58
					251637 L154147 2 B00000, QTY 31	326.18
						605.76
02/22/2023	POOL	81233	0064	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES AND EQUIPMENT - FIRE C	417.24
02/22/2023	POOL	81234	4041	CAMPBELL INC. MECHANICAL SERVIC	FIRE STATION 4 ROOFTOP UNIT 3 REPLACEM	9,729.00
02/22/2023	POOL	81235	3092	CENTER POINT LARGE PRINT	ROMULUS PUBLIC LIBRARY POTIPHAR'S WHI	194.16
02/22/2023	POOL	81236	3209	CLARENCE ERNEST WHITFIELD	BD BOND REFUND, 30246 SPAIN CT	2,750.00
02/22/2023	POOL	81237	2965	CLEAR RATE COMMUNICATIONS, INC	ACCT# 4876633, 02/21/23 - 03/20/23	7,003.45
02/22/2023	POOL	81238	3386	CONSTELLATION NEWENERGY	CITY GAS BILLS SERVICE FOR JANUARY 2023	19,654.69
02/22/2023	POOL	81239	3546	CORE & MAIN	MISC WATER SUPPLIES - DPW	346.92
					MISC WATER SUPPLIES - DPW	364.44
						711.36
02/22/2023	POOL	81240	4044	DETROIT METRO AIRPORT CENTER LL	03/2023 CITY RECORDS ROMULUS & DMAC;	1,236.98
02/22/2023	POOL	81241	2594	DOWNRIVER UTILITY WASTEWATER	FEBRUARY 2023 EXCESS FLOW	121,413.00
02/22/2023	POOL	81242	0012	DTE ENERGY	35425 ECORSE RD. SERVICE PD, 1/4/23 - 1/	806.26
02/22/2023	POOL	81243	0772	DTE ENERGY	JANUARY 2023 STREET LIGHTING	60,753.98
02/22/2023	POOL	81244	0226	EASTERN MICHIGAN UNIVERSITY	8ROMPOL, STAFF & COMMAND TRAINING R	3,500.00
02/22/2023	POOL	81245	4208	EBONY EVANS	ROMULUS PUBLIC LIBRARY, DUSCUSSION OF	150.00
02/22/2023	POOL	81246	4166	ED DRESLINSKI CONSULTING, INC.	FTO BASIC	795.00
02/22/2023	POOL	81247	3298	ELECTROCYCLE, INC	ONSITE DOCUMENT DESTRUCTION 2/15/23 I	332.00
02/22/2023	POOL	81248	3209	ELIZABETH SLOVIK	BD BOND REFUND, 11125 DELANO	4,345.00
02/22/2023	POOL	81249	4201	EMERGENCY TRAINING SOLUTIONS	PALS COURSE 01/22/2023 @ DHFD	200.00
02/22/2023	POOL	81250	0599	ENVIRONMENTAL TESTING & CONSU	ASBESTOS SURVERY AND ANALYSIS AT 35425	2,600.00
02/22/2023	POOL	81251	3475	FERGUSON WATERWORKS #3386	METER STOCK FOR FUTURE INSTALLS	22,874.00
02/22/2023	POOL	81252	2735	FIFER INVESTIGATIONS, LLC	NEW HIRE BACKGROUND INVESTIGATION	800.00
02/22/2023	POOL	81253	1759	FIRE SYSTEMS OF MICHIGAN, LLC	ANSUL 3 G SYSTEM INSPECTION FOR SENIOR	269.15
02/22/2023	POOL	81254	3829	FOSTER BLUE WATER OIL, LLC	1/31/23 DIESEL FUEL	155.00
02/22/2023	POOL	81255	3751	G'S TREES INC.	ITB 18/19-25 TREE REMOVAL @ 5866 WASHI	11,000.00
02/22/2023	POOL	81256	2703	GALE/CENGAGE LEARNING	ACCT #194418, ENCORE IN DEATH, THE HOU	61.58
02/22/2023	POOL	81257	4092	GASIOREK, MORGAN, GRECO, MCCA	LEGAL SERVICES RENDERED FOR JAN 2023, 7	12,254.50
02/22/2023	POOL	81258	0128	GIARMARCO, MULLINS, & HORTON, F	70085-010B, BUILDING DEPT LEGAL SERVICE	150.00
					70085-000B DOWNRIVER SEWER LEGAL SER	517.50
					70085-008B DPW DEPARTMENT 1/25/23 - 2,	570.00
					70085-042B GATEWAY LEGAL SERVICES 1/27	442.50
					700285-004B, GENERAL LEGAL SERVICES 1/9	10,557.50
					70085-005B HR DEPT LEGAL SERVICES 1/9/2:	1,110.00
					ACCT 70085-012B, TREASURER'S OFFICE LEG	615.50
					70085-007B FIRE DEPT LEGAL SERVICES 1/16	600.00
					70085-014B 1/27/23 DDA AND TIFA ATTORN	75.00
					70085-013B DDA AND TIFA ATTORNEY FEES	165.00
					70085-015B PLANNING DEPT LEGAL SERVICE	150.00
					70085-015B PLANNING LEGAL SERVICES 1/2:	225.00
					70085-015B PLANNING DEPT LEGAL SERVICE	45.00
						15,223.00
02/22/2023	POOL	81259	2625	GLG PRINT	FEBRUARY 2023 WATER BILL PRINTING & PC	2,383.11
02/22/2023	POOL	81260	0631	GORDON FOOD SERVICE, INC.	CUST# 712400021, 2/13/23 TAYLOR	216.66
					CUST# 712400021, 2/21/23 10065 TELEGRA	23.44

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
						240.10
02/22/2023	POOL	81261	3264	GREAT LAKES WATER AUTHORITY	ACCT # 100-2451-W WATER USAGE/FIXED CHARGE	347,849.35
					ACCT # 100-2451-W WATER USAGE/FIXED CHARGE	356,840.73
						704,690.08
02/22/2023	POOL	81262	MISC	HEATHER SPIELMAN	MOTHER/SON BOWLING TICKET REFUND	20.00
02/22/2023	POOL	81263	3435	HENNESSEY ENGINEERS, INC	BEVERLY ROAD RECONSTRUCTION - EAST OF WAYNE ROAD TAP SIDEWALK	14,948.50
						16,832.00
						31,780.50
02/22/2023	POOL	81264	2789	HILLARD'S GLASS, INC.	POLICE R49 WINDSHIELD REPLACEMENT	330.00
02/22/2023	POOL	81265	0891	HOME DEPOT	FENCE TIES	17.54
					20A BLACK/RED BUTTON GFCI	34.34
						51.88
02/22/2023	POOL	81266	3209	HOME DEPOT USA, INC.	BD PAYMENT REFUND, 7315 HOLLYWOOD	90.00
02/22/2023	POOL	81267	0858	IAFC	IAFC MEMBERSHIPS	215.00
02/22/2023	POOL	81268	4206	IMAGE PRINTING	2,000 SHUTOFF STICKERS FOR WATER DEPT	833.73
02/22/2023	POOL	81269	1205	INTERNATIONAL CODE COUNCIL INC	BUILDING CODE BOOK	164.00
02/22/2023	POOL	81270	2567	J & B MEDICAL SUPPLY CO. INC	MEDICAL SUPPLIES - FIRE DEPT	799.88
02/22/2023	POOL	81271	1896	JAM BEST ONE FLEET SERVICE	1 OZ HEAVY DTY MULTI SEAL SEALANT	40.00
					ITB 21/22-13 LOW STOCK	354.72
						394.72
02/22/2023	POOL	81272	0108	K & K MAINTENANCE SUPPLY INC.	SOAP, SPRAY BOTTLE AND BLEACH FOR CLEANING	960.00
02/22/2023	POOL	81273	3209	KASSAB, CHRISTOPHER JOSEPH	BD BOND REFUND, 16284 TAFT	576.25
02/22/2023	POOL	81274	3209	KCE CHAMPIONS LLC	BD PAYMENT REFUND, 34800 ECORSE	375.00
02/22/2023	POOL	81275	3072	KIMBALL MIDWEST	NEEDED SHOP SUPPLIES	377.12
02/22/2023	POOL	81276	0212	LOWER HURON CHEM & SUPPLY CO.,	Inventory Order	770.96
02/22/2023	POOL	81277	1688	MAPS BY WAGNER, LLC	ANNUAL MAPS SUBSCRIPTION 01/01/2023 TO 12/31/2023	100.00
02/22/2023	POOL	81278	3620	MARCO TECHNOLOGIES, LLC	PIGGYBACK SOURCEWELL CONTRACT 030321	20,021.00
02/22/2023	POOL	81279	MISC	MARLENE KOSMALSKI	ANIMAL STERILIZATION REFUND FOR JERSEY	25.00
02/22/2023	POOL	81280	2666	MAURER'S TEXTILE RENTAL SERVICES	EMPLOYEE UNIFORM EXPENSE - ITB 21/22-1	125.84
					EMPLOYEE UNIFORM EXPENSE - ITB 21/22-1	32.80
					EMPLOYEE UNIFORM EXPENSE - ITB 21/22-1	27.57
					EMPLOYEE UNIFORM EXPENSE - ITB 21/22-1	1.57
						187.78
02/22/2023	POOL	81281	0088	MESSENGER PRINTING SERVICE INC.	NCR DOMESTIC VIOLENCE REPORT FORMS (100 CT BUSINESS CARDS)	246.50
					500 CT BUSINESS CARDS	161.50
					500 CT BUSINESS CARDS	135.00
						543.00
02/22/2023	POOL	81282	3209	METRO CHARTER ACADEMY	BD PAYMENT REFUND	210.00
02/22/2023	POOL	81283	MISC	MICHIGAN DEPARTMENT OF TREASURY	DISBURSE 2023 C.T. FOR JAN 16-31, 2023	4.77

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
02/22/2023	POOL	81284	0427	MIDWEST TAPE	2000005771, ADB/DVD QTY 8	330.42
					2000005771 BOOKS, TAKIN' IT BACK 1D	68.96
					CUST# 2000005771, GLORIA 1D	270.13
					CUST# 2000005771 WIGGLES FRUIT SALAD B	11.24
					CUST# 2000005771 MANY FORTUNES OF MA	25.99
						<u>706.74</u>
02/22/2023	POOL	81285	3282	MKSK, INC.	PROJECT D16122.33 ROMULUS: WAYNE ROA	112.50
02/22/2023	POOL	81286	0068	MUCHMORE HARRINGTON SMALLEY	FEBRUARY 2023 LEGISLATIVE SERVICES 12 @	4,000.00
02/22/2023	POOL	81287	3917	NYE UNIFORM CO	FIREFIGHTER UNIFORMS JULY-JUNE FY 22/23	32.00
					FIREFIGHTER UNIFORMS JULY-JUNE FY 22/23	262.50
					ITB 20/21-06 RIDEOUT UNIFORM JULY 2022	624.43
						<u>918.93</u>
02/22/2023	POOL	81288	0736	ORCHARD, HILTZ & MCCLIMENT	PROJECT 0155221101 SPR2022-011 STI MICH	3.00
					PROJECT 0155211011, ECORSE WAYNE GAS S	775.00
					PROJ 0155211251 SPR 2021-022 TAPLIN GRC	962.00
					PROJ 0155211281, SPR 2021-025 ENERGY TR	962.50
					PROJ 0155221301 SPR-2022-023 NASHAT YA	280.00
					PROJ 0155221361 SPR2022-036-SAFEWAY O	592.50
						<u>3,575.00</u>
02/22/2023	POOL	81289	0148	PARAGON LABORATORIES INC	TESTING @ 36724 GODDARD WO#383441	75.00
02/22/2023	POOL	81290	0984	PARKWAY SERVICES, INC.	2/19/23-3/18/23 PORTA JOHNS IN MARY AN	180.00
02/22/2023	POOL	81291	2960	PHOENIX SAFETY OUTFITTERS, LLC.	ITB 18/19-20 ANNUAL TURN OUT GEAR MAI	3,520.00
					ITB 18/19-20 ANNUAL TURN OUT GEAR MAI	240.00
					ITB 18/19-20 ANNUAL TURN OUT GEAR MAI	291.50
					ITB 18/19-20 ANNUAL TURN OUT GEAR MAI	164.50
					ITB 18/19-20 ANNUAL TURN OUT GEAR MAI	285.00
					ITB 18/19-20 ANNUAL TURN OUT GEAR MAI	203.50
					ITB 18/19-20 ANNUAL TURN OUT GEAR MAI	155.00
					ITB 18/19-20 ANNUAL TURN OUT GEAR MAI	172.50
					ITB 18/19-20 ANNUAL TURN OUT GEAR MAI	332.00
						<u>5,364.00</u>
02/22/2023	POOL	81292	3959	PRETTY FACE CLEANING SERVICES	11189 SHOOK RD CLEANING	150.00
02/22/2023	POOL	81293	1576	PRINTING SYSTEMS, INC.	ACCT 2872, ELECTION SUPPLIES FOR FY 22/2	272.36
					BLANKET PO - ELECTION SUPPLIES FOR FY 22	333.69
						<u>606.05</u>
02/22/2023	POOL	81294	3117	QUADIENT LEASING USA INC	3/9/23-6/8/23 PIGGYBACK MIDEAL #171180	1,107.54
02/22/2023	POOL	81295	MISC	RAYMOND OATMAN	CLOSED ESCROW, 35920 GODDARD	587.34
02/22/2023	POOL	81296	4200	RECREATION SUPPLY CO., INC.	POOL FURNITURE REPLACEMENT FOR THE R/	26,148.00
02/22/2023	POOL	81297	1952	RITTER GIS, INC.	JANUARY 2023 GIS SUPPORT SERVICES FOR F	446.25
02/22/2023	POOL	81298	2941	ROWE PROFESSIONAL SERVICES COM	BEVERLY ROAD PHASE III - MERRIMAN RD EA	11,061.98
02/22/2023	POOL	81299	2419	SCADA	SERVICES RENDERED TO FURNISH (1) POLYP	133.19
02/22/2023	POOL	81300	0204	SERVICE ELECTRIC SUPPLY INC	MISC. BUILDING REPAIRS - DPW	175.80
02/22/2023	POOL	81301	4040	STAPLES	BUILDING DEPT SUPPLIES	42.20

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					PAPER, COPY CASE 8 1/2"X11" 20 LB	271.40
					PAPER, COPY CASE 8 1/2"X11" 20 LB	678.50
						992.10
02/22/2023	POOL	81302	0763	STATE OF MICHIGAN	02/03/2023 WHEEL LOAD WEIGHER CALIBRA	290.00
02/22/2023	POOL	81303	1016	STATE OF MICHIGAN	STORMWATER ANNUAL PERMIT FEE, 2023 M	3,000.00
02/22/2023	POOL	81304	3617	SUBURBAN OCCUPATIONAL HEALTH	EMPLOYEE PROCESSING FOR SHOTS & TESTI	111.00
					NEW HIRE PHYSICALS AND DRUG SCREENS	448.00
						559.00
02/22/2023	POOL	81305	0690	TEL SYSTEMS	RFP 20/21-04 EXTENSION COUNCIL CHAMBE	58,587.94
02/22/2023	POOL	81306	4042	TRUSTED JOURNEY	JANUARY 2023 ANIMAL DISPOSAL	236.00
02/22/2023	POOL	81307	2951	UNIQUE MANAGEMENT SERVICES, IN	PROJECT 1773 ERK	116.50
02/22/2023	POOL	81308	1108	VANASSCHE CONSTRUCTION INC	BIDDING SKIPPED PER COUNCIL ALERT GLAS	23,925.00
02/22/2023	POOL	81309	3368	VERIZON CONNECT FLEET USA LLC	GPS EQUIPMENT UPGRADES FOR DPW FLEET	234.35
					GPS EQUIPMENT UPGRADES FOR DPW FLEET	83.12
						317.47
02/22/2023	POOL	81310	0670	VERIZON WIRELESS	480989000-00001 FPR POLICE CELLULAR SER	634.04
02/22/2023	POOL	81311	0670	VERIZON WIRELESS	285415748-00001 CITY SMARTPHONES JAN (	680.94
02/22/2023	POOL	81312	0659	WASTE MANAGEMENT	6-99272-72005 RESIDENTIAL TRASH PICKUP	95,854.08
					7-00887-32007 DUMPSTER CHARGES & TIRE	850.80
						96,704.88
02/22/2023	POOL	81313	0657	WAYNE COUNTY LAND BANK	DISBURSE 2023 C.T. FOR JANUARY 16-31, 20	93.29
02/22/2023	POOL	81314	0233	WESTLAND LOCK & KEY, INC.	BUILDING MAINT - DPW	350.00
					BUILDING MAINT - DPW	100.00
					BUILDING MAINT - DPW	40.00
						490.00
02/22/2023	POOL	81315	0651	WOODLAND MEADOWS LANDFILL	4-23247-02007, RESIDENTS 1/1/23-1/15/23	377.20
					4-23247-02007 RESIDENT DUMP PASSES 1/1	164.00
						541.20
02/22/2023	POOL	81316	2945	ZONES, LLC	MULTI MONITOR DOCK	300.00
					DDA POSITION DUAL MONITORS AND SOUNI	45.00
					DDA POSITION DUAL MONITORS AND SOUNI	460.00
					BLUEBEAM SOFTWARE MAINTENANCE RENE	115.00
					4 ZAGG RUGGED BOOKS	500.00
					4 ZAGG RUGGED BOOKS	250.00
						1,670.00
POOL TOTALS:						
Total of 106 Checks:						1,439,330.26
Less 0 Void Checks:						0.00
Total of 106 Disbursements:						1,439,330.26

LOCATION	FUND	DEPT #	ADDRESS	NEW ELEC ACCT #	Oct-22	Nov-22	Dec-22	Bill Back Portion
PRIMARY SUPPLY-CITY HALL	101	265	11111 WAYNE RD	910000054361	9,905.73	9,998.61	10,030.37	
CITY HALL - ELECTRIC	101	265			2,932.58	2,960.08	2,969.48	
COURT BUILDING (Allocation of Primary)	101	265			2,077.83	2,097.31	2,103.97	799.51
LIBRARY (ALLOCATION OF PRIMARY)	271	790			920.85	929.49	932.44	
New 34th Distrcit Court	101	265			3,974.47	4,011.73	4,024.48	

Constellation charges		FY 2022/2023					
			Expense Account #	Invoice Number	Month	Amount due	BILL BACK AMTS.
RG-226659	34th District Court	11131 WAYNE ROAD	101-265-920.000	3686817	January	2,197.07	834.89
RG-226660	34th District Court	11131 WAYNE ROAD	101-265-920.000	3686817	January	24.10	9.16
RG-203275	Fire Sta#3	6900 WAYNE RD	205-336-920.000	3686817	January	203.24	
RG-203283	Fire Sta#4	28777 EUREKA RD	205-336-920.000	3686817	January	792.15	
RG-203282	Senior Ctr.	36525 BIBBINS ST	101-752-920.000	3686817	January	979.64	
RG-203281	Police Dept.	11165 OLIVE ST	205-301-920.000	3686817	January	2,590.87	
RG-111907	City Hall	11111 WAYNE RD	101-265-920.000	3686817	January	1,347.01	
RG-203280	Fire Sta#2	7221 MIDDLEBELT RD	205-336-920.000	3686817	January	539.45	
RG-203279	Library	11121 WAYNE RD	271-790-920.000	3686817	January	1,526.37	
RG-203278	RAC	35765 NORTHLINE RD	RAC	3686817	January	11,036.19	
RG-203289	D.P.W.	12600 WAYNE RD	101-441-920.000	3686817	January	4,519.49	
RG-203277	Fire Sta#1	37230 NORTHLINE RD	205-336-920.000	3686817	January	654.96	654.96
RG-203276	Cemetery	10210 Shook Road	101-265-920.000	3686817	January	57.92	
RG-203287	Old animal shelter	35257 GODDARD RD	101-265-920.000	3686817	January	391.58	391.58
RG-203285	Animal Shelt.	12300 WAYNE RD	101-430-920.000	3686817	January	582.14	
RG-203288	Hist. PK. School	11120 HUNT ST	101-265-920.000	3686817	January	138.88	
RG-203284	Kingsley H.	11147 HUNT ST	101-265-920.000	3686817	January	256.94	
RG-203286	DDA/Chamber	11189 SHOOK RD	295-728-920.000	3686817	January	508.79	
RG-245547	New 34th District	11129 Wayne Road	101-265-920.000	3686817	January	2,344.09	
					January	30,690.88	
				Total minus RAC		19,654.69	



City of Romulus

Communication

Council Meeting Held:
Item No. 12

February 27, 2023

Councilperson Abdo: _____

Councilperson Barden: _____

Councilperson Roscoe: _____

Councilperson Talley: _____

Councilperson Wadsworth: _____

Councilperson Webb: _____

Councilperson Williams: _____



City of Romulus

Adjournment

Council Meeting Held:

February 27, 2023

Item No. 13

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED