



**CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
September 8, 2025
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, August 25, 2025, at 7:30 p.m.
- B. Approval of the Minutes from the Special Meeting - Public Hearing held on Monday, August 25, 2025, at 6:45 p.m. to hear comments or objections to a request to vacate Cypress Road in the Metroplex Industrial Park Subdivision No.1

3. Petitioner

- A. **Petitioner:** The Trackside Hideaway LLC (James & Maria Bullock)
Petition: Local approval for MLCC to issue a Class C Liquor License

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. Carbon Reduction Program - Streetlight Conversion Project
- B. Appointment to the Recreation Commission
- C. CODE RED Contract
- D. Piggyback on Sorcewell Contract to Purchase Mobile Column Lifts from Steril-Koni USA, Inc.

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

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 #: 25-17 for checks presented in the amount of \$2,967,996.77.

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: **September 8, 2025**

Item No. **A.**

General Description: Approval of Agenda

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Crout	Jones	Roscoe	Talley	Wadsworth
<i>Seconded by:</i>	Abdo	Barden	Crout	Jones	Roscoe	Talley	Wadsworth

<i>Ayes:</i>	Abdo	Barden	Crout	Jones	Roscoe	Talley	Wadsworth
<i>Nays:</i>	Abdo	Barden	Crout	Jones	Roscoe	Talley	Wadsworth
<i>Abstain:</i>	Abdo	Barden	Crout	Jones	Roscoe	Talley	Wadsworth

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Minutes

Council Meeting Held: **September 8, 2025**

Item No. A.

General Description: Approval of Minutes from the Regular Meeting held on Monday, August 25, 2025, at 7:30 p.m.

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Crout	Jones	Roscoe	Talley	Wadsworth
<i>Seconded by:</i>	Abdo	Barden	Crout	Jones	Roscoe	Talley	Wadsworth

<i>Ayes:</i>	Abdo	Barden	Crout	Jones	Roscoe	Talley	Wadsworth
<i>Nays:</i>	Abdo	Barden	Crout	Jones	Roscoe	Talley	Wadsworth
<i>Abstain:</i>	Abdo	Barden	Crout	Jones	Roscoe	Talley	Wadsworth

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MINUTES OF THE REGULAR ROMULUS CITY COUNCIL MEETING

August 25, 2025

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

Mayor Pro Tem John Barden called the meeting to order at 7:30 p.m.

Pledge of Allegiance

Roll Call

Present: Kathy Abdo, John Barden, Harry Crout, David Jones, Celeste Roscoe, Tina Talley, William Wadsworth

Absent / Excused:

Administrative Officials in Attendance:

Robert McCraight, Mayor

Ellen L. Craig-Bragg, Clerk

Stacy Paige, Treasurer

Administrative Staff in Attendance:

Julie Wojtylko - Chief of Staff; Stephen Hitchcock - City Attorney; D'Sjonaun Hockenhull - Deputy Clerk;

Maria Lambert - Director of Resident Services; Gary Harris - Deputy Finance Director; Don Straub - Deputy

DPW Director; Roger Salwa - Police Captain; Jessica Hobbs - Grants Coordinator

1. Agenda

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

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

Nays - None

Motion Carried Unanimously

2. Minutes

- A. **Res. #25-245** Moved by **William Wadsworth**, seconded by **Kathy Abdo** to approve the Minutes from the Regular Meeting held on Monday, August 11, 2025, at 7:30 p.m.

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

Nays - None

Motion Carried Unanimously

- B. **Res. #25-246** Moved by **William Wadsworth**, seconded by **Harry Crout** to approve the Minutes from the Special Meeting - Study Sessions held on August 11, 2025, at 6:00 p.m. to discuss a council vacancy procedure/policy and at 6:45 p.m. to discuss the Quarterly Investment Report.

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

Nays - None

Motion Carried Unanimously

3. Petitioner

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

Res. #25-247 Moved by **Celeste Roscoe**, seconded by **William Wadsworth** to adopt a memorial resolution for the family of David Druyor.

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

Nays - None

Motion Carried Unanimously

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

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

Nays - None

Motion Carried Unanimously

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

A. Res. #25-248 Moved by **Tina Talley**, seconded by **David Jones** to concur with the Administration and authorize the Mayor and Clerk to enter into the agreements for the community credit program and the local transit program between SMART and the City of Romulus for the 2025/2026 fiscal year.

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

Nays - None

Motion Carried Unanimously

B. Res. #25-249 Moved by **William Wadsworth**, seconded by **Kathy Abdo** to concur with the Administration and authorize the Mayor and Clerk to enter into the grant between the Southeastern Michigan Council of Governments (SEMCOG) and the City of Romulus for a grant in the amount of \$32,740.00 to evaluate and prioritize all crossings withing the Ecrose Creek watershed.

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

Nays - None

Motion Carried Unanimously

C. Res. #25-250 Moved by **Celeste Roscoe**, seconded by **Tina Talley** to concur with the Administration and grant authorization for the Mayor and Clerk to sign the opioid settlement documents with Purdue Pharma & Sackler Parties, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sandoz, Sun, Zydus.

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

Nays - None

Motion Carried Unanimously

D. Res. #25-251 Moved by **Tina Talley**, seconded by **Kathy Abdo** to concur with the Administration and authorize the fiscal year 2024/2025 encumbrances for capital outlay purchases and various City projects in the amount of \$13,563,410.87 to be rolled over into the FY 2025/2026 budget and paid accordingly.

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

Nays - None

Motion Carried Unanimously

- E. Res. #25-252** Moved by **William Wadsworth**, seconded by **Harry Crout** to concur with the Administration and award Bid ITB 25/26-01 for a two-year contractual services agreement for the repair of asphalt on an as-needed basis to Rey-Mart Asphalt, Inc., with a term to expire on July 31, 2027.

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

Nays - None

Motion Carried Unanimously

- F. Res. #25-253** Moved by **Tina Talley**, seconded by **David Jones** to concur with the Administration and consent to piggyback on the MiDeal Contract #MA240000001193 to purchase two (2) 303+ Ford Utility Interceptors with a five-year extended warranty and one (1) Ford F150 4x4 Supercrew at a total cost of \$153,274.00 from Gorno Ford for the Romulus Police Department.

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

Nays - None

Motion Carried Unanimously

- G. Res. #25-254** Moved by **Tina Talley**, seconded by **William Wadsworth** to concur with the Administration and award Bid ITB 25/26-02 to the second-lowest bidder, Arrowhead Upfitters, for the new 2026 police vehicles.

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

Nays - None

Motion Carried Unanimously

- H. Res. #25-255** Moved by **Tina Talley**, seconded by **Harry Crout** to concur with the Administration and authorize the sole source purchase of Encryption Software from Motorola Solutions at a total cost of \$157,369.50 for the Romulus Police Department.

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

Nays - None

Motion Carried Unanimously

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

- Res. #25-256** Moved by **William Wadsworth**, seconded by **Harry Crout** to adopt a memorial resolution for the family of Fred Michales, Jr.

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

Nays - None

Motion Carried Unanimously

- A. Res. #25-257** Moved by **Celeste Roscoe**, seconded by **Tina Talley** to concur with the recommendation of the Planning Commission and approve the second reading and final adoption of TA-2025-001; a proposed Zoning Ordinance text amendment to Article 16, Condominiums, Section 16.02, Condominiums, Review Processing, and 16.03, Condominiums, Submittal Requirements of the City of Romulus Zoning Ordinance. This amendment was introduced at the 8/11/25 Regular Council Meeting.

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

Nays - None

Motion Carried Unanimously

- B. Res. #25-258** Moved by **William Wadsworth**, seconded by **Tina Talley** to concur with the recommendation of the Planning Commission and approve the second reading and final adoption of TA-2025-004; a proposed Zoning Ordinance text amendment to Article 20, Nonconforming, Section 20.08, Nonconforming Lots of the City of Romulus Zoning Ordinance. This amendment was introduced at the 8/11/25 Regular Council Meeting.

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

Nays - None

Motion Carried Unanimously

- C. Res. #25-259** Moved by **Celeste Roscoe**, seconded by **Tina Talley** to adopt a resolution vacating the entire street of Cypress Road in the Metroplex Industrial Park Subdivision No1, north of Ecorse Rd., west of Metroplex Dr., to terminus abutting Lots 9 - 10 located in the S.E. 1/4 Section 2 of the City of Romulus, Count of Wayne, retaining all utility easements of record and a 12-foot utility easement within the vacated Cypress Road for the City of Romulus Department of Public Works to access any city-owned utilities that may be located within the street for repair and/or maintenance.

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

Nays - None

Motion Carried Unanimously

- D. Res. #25-260** Moved by **Tina Talley**, seconded by **William Wadsworth** to schedule a public hearing, pursuant to Chapter 14, Section 14.2 of the Romulus City Charter, for Monday, September 22, 2025, at 6:00 p.m. to hear comments or objections to the request to vacate an alley located North of Cincinnati Ave., South of Avalon St., East of Essex St., and West of Chamberlain St.

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

Nays - None

Motion Carried Unanimously

7. Treasurer's Report – Stacy Paige, Treasurer

8. Public Comment -

A resident addressed the City Council regarding cats on her property and inquired about the airport noise run-up.

9. Unfinished Business

10. New Business

11. Warrant

- A. Res. #25-261** Moved by **Kathy Abdo**, seconded by **Harry Crout** to approve Warrant #: 25-16 for checks presented in the amount of \$2,133,867.12.

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

Nays - None

Motion Carried Unanimously

12. Communication

Councilwoman Talley commented on past community events and announced Unity Day for the Annual Pumpkin Festival.

13. Adjournment

Moved by **William Wadsworth**, seconded by **Celeste Roscoe** to adjourn the meeting at 8:29 p.m.

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

Nays - None

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the Regular Meeting of the Romulus City Council held on August 25, 2025.



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



City of Romulus

Minutes

Council Meeting Held: **September 8, 2025**

Item No. B.

General Description: Approval of the Minutes from the Special Meeting - Public Hearing held on Monday, August 25, 2025, at 6:45 p.m. to hear comments or objections to a request to vacate Cypress Road in the Metroplex Industrial Park Subdivision No.1

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Crout	Jones	Roscoe	Talley	Wadsworth
<i>Seconded by:</i>	Abdo	Barden	Crout	Jones	Roscoe	Talley	Wadsworth

<i>Ayes:</i>	Abdo	Barden	Crout	Jones	Roscoe	Talley	Wadsworth
<i>Nays:</i>	Abdo	Barden	Crout	Jones	Roscoe	Talley	Wadsworth
<i>Abstain:</i>	Abdo	Barden	Crout	Jones	Roscoe	Talley	Wadsworth

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MINUTES OF THE ROMULUS CITY COUNCIL SPECIAL MEETING – PUBLIC HEARING

August 25, 2025

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

Mayor Pro Tem John Barden called the meeting to order at 6:45 p.m.

1. Roll Call

Present: Kathy Abdo, John Barden, Harry Crout, David Jones, Celeste Roscoe, Tina Talley, William Wadsworth

Absent / Excused:

Administrative Officials in Attendance:

Robert McCraight, Mayor

Ellen L. Craig-Bragg, Clerk

Administrative Staff in Attendance:

Julie Wojtylko - Chief of Staff; Stephen Hitchcock - City Attorney; D'Sjonaun Hockenhull - Deputy Clerk

2. Moved by **Harry Crout**, seconded by **Kathy Abdo** to accept the Public Hearing Agenda as presented.

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

Nays - None

Motion Carried Unanimously

3. **Public Hearing Discussion: Request to vacate Cypress Road (Metroplex Industrial Park Subdivision No.1)**

Clerk Bragg provided an overview of administrative steps for the vacation process and noted that there were no objections from administrative departments.

- Attorney William Hosler spoke on behalf of the petitioner, SAK Construction, to explain that the company wants to vacate a "road stub" on Cypress Road to combine lots and create a parking area for employees. The road would not be physically altered and would remain accessible for public safety vehicles. The stub is needed for access to parcels owned to the north and south of Cypress Road.

4. **Public Comment** - None

5. Moved by **William Wadsworth**, seconded by **Kathy Abdo** to adjourn the Public Hearing at 6:55 p.m.

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

Nays - None

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the Special Meeting – Public Hearing of the Romulus City Council held on August 25, 2025.

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

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



City of Romulus

Petitioner

Council Meeting Held: **September 8, 2025**

Item No. **A.**

General Description: **Petitioner:** The Trackside Hideaway LLC (James & Maria Bullock)

Petition: Local approval for MLCC to issue a Class C Liquor License

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Crout	Jones	Roscoe	Talley	Wadsworth
<i>Seconded by:</i>	Abdo	Barden	Crout	Jones	Roscoe	Talley	Wadsworth

<i>Ayes:</i>	Abdo	Barden	Crout	Jones	Roscoe	Talley	Wadsworth
<i>Nays:</i>	Abdo	Barden	Crout	Jones	Roscoe	Talley	Wadsworth
<i>Abstain:</i>	Abdo	Barden	Crout	Jones	Roscoe	Talley	Wadsworth

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: September 4, 2025

Re: Petitioner – The Trackside Hideaway LLC

Upon review of the applications submitted by The Trackside Hideaway LLC and at the prerogative of this Council, it is requested Council:

1. To concur with the recommendation of the city's administrative departments and adopt a resolution recommending The Trackside Hideaway LLC (36724 Goddard Rd, Romulus, MI 48174) application for a new Class C License be considered for approval by the Michigan Liquor Control Commission pursuant to MCL 436.1501, PA 58 of 1998.



CITY COUNCIL AGENDA REQUEST FORM

Today's Date: 09/03/2025 Proposed Agenda Date: 09/08/2025

Name of person(s) proposing item: Maria Bullock

Please Print

Title: Owner

Name of Business / Organization (if applicable) The Trackside Hideaway

Address: 36724 Goddard rd

Contact Number: 734-444-6549 Email Address: mariaranee82@gmail.com

Item request is for:

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

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

Approval for my businesses liquor license.

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

No

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

No

Have you addressed your issue(s) with city/administrative staff? ☒ Yes ☐ No

Desired Outcome: Approval of Liquor License

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


Signature of person submitting agenda item

9-3-25
Date

cc: Mayor
Mayor Pro Tem
Chief of Staff

Office of the City Clerk ► 11111 Wayne Road ► Romulus, MI 48174 ► 734-942-7540

LIQUOR LICENSE CHECKLIST

Name of Business: The Trackside Hideaway (36724 Goddard Rd)

The application must be cleared through the following departments pursuant to Chapter 30 – Licensing/ Article III Liquor Licenses, Section 30-65, Approval of city departments.

☒ Police Department
Comments: Robert Janner
Approved

☒ Building Department
Comments: Approved - see Attached Review Comments

☒ Planning Department
Comments: subject to Building Dept approval
Update use description and submit
use Statement attached 9/2/25

☒ Treasurer's Office
Comments: Stacy Paige - No back taxes due.

☒ Fire Department
Comments: Approved David Allison

☒ Community Development (if applicable)
Comments: Ken W. Ken
Approved - No Issues

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

ARTICLES OF ORGANIZATION
For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

THE TRACKSIDE HIDEAWAY L.L.C

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

The duration of the limited liability company if other than perpetual is:

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: MARIA KASSA
2. Street Address: 36724 GODDARD RD
Apt/Suite/Other:
City: ROMULUS
State: MI Zip Code: 48174

3. Registered Office Mailing Address:
P.O. Box or Street Address: 36755 GODDARD RD
Apt/Suite/Other:
City: ROMULUS
State: MI Zip Code: 48174

Article 1

Effective Date: 10/14/2024

Signed this 14th Day of October, 2024 by the organizer(s):

Signature	Title	Title if "Other" was selected
Maria Kassa	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

THE TRACKSIDE HIDEAWAY L.L.C

ID Number: 803286715

received by electronic transmission on October 14, 2024 ***, is hereby endorsed.***

Filed on October 14, 2024 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 14th day of October, 2024.

Linda Clegg

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau

CITY OF ROMULUS

APPLICATION FOR LIQUOR LICENSES AND RELATED PERMITS

ON-PREMISE NEW LICENSE FEE - \$500.00

The non-refundable application fee for each type of new on-premise license is \$500.00. For each transfer of on-premise license is \$250.00.

Examples of on-premise licenses:

- Class C (Beer, Wine, Spirits)
- Class A Hotel (Beer, Wine)
- Class B Hotel (Beer, Wine, Spirits)
- Tavern License (Beer, Wine)
- Club License (Beer, Wine, Spirits)
- Resort License (Beer, Wine, Spirits)
- Airline License (Beer, Wine, Spirits)

RECEIVED
2025 AUG 11 P 1:52
CITY OF ROMULUS
CLERK'S OFFICE

OFF-PREMISE LICENSE FEE - \$250.00

The non-refundable application fee for each type of new off-premise license is \$250.00. For each transfer of off-premise license is \$150.00.

Examples of off-premise licenses:

- Specially Designated Merchants (SDM) (Beer, Wine)
- Specially Designated Distributor (SDD) (Spirits)

ADDITION OR DELETION OF A STOCKHOLDER FEE - \$100.00

Each existing liquor licensee who applies to add, or add and drop a stockholder resulting in investigation by the Romulus Police Department in accordance with the requirements of the Michigan Liquor Control Commission shall pay a non-refundable fee of \$100.00 for each person who must be investigated.

CITY OF ROMULUS
LIQUOR LICENSE APPLICATION
NEW LICENSES AND TRANSFERS

**COMPLETE AND SUBMIT TO THE ROMULUS POLICE DEPARTMENT
THE ATTACHED LIQUOR LICENSE APPLICATION.**

**ROMULUS POLICE DEPARTMENT
CRIME PREVENTION OFFICER
11165 OLIVE STREET
ROMULUS, MI 48174**

(734) 942-6871 / (734) 941-8400

CHECKLIST FOR APPLICATION SUBMISSION:

- ☐ Signed, completed application
- ☐ Menu
- ☐ Training Policy
- ☐ Copy of Naturalization Paperwork
- ☐ Copy of Applicant's Driver's License
- ☐ Copy of Incorporation
- ☐ Notary

PERSONAL INFORMATION

LICENSE TO BE IN THE NAME OF: The Trackside Hideaway

TYPE OF LICENSES AND PERMITS REQUESTED: Class C License

APPLICANT

NAME: Bullock Maria R. HOME PHONE: (734) 444-6549
Last First M.I.

ADDRESS: 36755 Goddard Rd. WORK PHONE: (313) 283-8030
Street Apt #

Romulus Mi. 48174 D.O.B.: 08 / 09 / 1996
City State Zip BIRTHPLACE: Dearborn Mi.
City State

SOCIAL SECURITY #: 362 / 21 / 8805 DRIVER'S LICENSE # R100585609623
Please include copy of driver's license with application

RACE: White [] Male [X] Female HEIGHT: 5'1" WEIGHT: 170 lbs.

HAIR COLOR: Brown EYE COLOR: Brown PLACE OF BIRTH: Dearborn Mi.
City/State or Country

U.S. CITIZEN: [X] Yes [] No NATURALIZATION # _____
Please include copy of naturalization paperwork with application

YEARS OF RESIDENCY IN MICHIGAN: 29 SPOUSE'S NAME: Bullock James A
Last First M.I.

NUMBER OF CHILDREN: 1 AGES: 3

APPLICANT PRESENT EMPLOYMENT: Spartan 6 Security Romulus HOW LONG: 6 years
(Name / Location City)

APPLICANT PAST EMPLOYMENT: Teachout Security Romulus High School HOW LONG: 2 years
(Name / Location City)

APPLICANT PAST EMPLOYMENT: Assistant Softball Coach Romulus High School HOW LONG: 2 years
(Name / Location City)

DOES APPLICANT HAVE PAST EXPERIENCE AT BAR OWNERSHIP, PARTY STORE, ETC.? NO

HAS APPLICANT EVER BEEN ARRESTED / CONVICTED? [] Yes ☒ No

IF YES, EXPLAIN: _____

HAS APPLICANT EVER BEEN DISQUALIFIED TO RECEIVE A LICENSE BY REASON OF ANY MATTER? [] Yes ☒ No

IF YES, EXPLAIN: _____

RELATIONSHIP OF APPLICANT TO BUSINESS: Owner

LENGTH OF TIME IN BUSINESS OF THAT CHARACTER: 6 months

DO YOU PRESENTLY OPERATE ANY OTHER RESTAURANTS? [] Yes ☒ No

IF YES, PLEASE PROVIDE NAME AND ADDRESS OF ESTABLISHMENTS:

1. _____

2. _____

3. _____

4. _____

DO YOU PRESENTLY HOLD A LIQUOR LICENSE? [] Yes ☒ No

IF YES, PROVIDE NAME AND ADDRESS OF ESTABLISHMENT:

1. _____

2. _____

PLEASE LIST AN ACCURATE RECORD AND HISTORY OF ANY LIQUOR LICENSE VIOLATIONS FOR THE IMMEDIATE PRECEDING FIVE (5) YEARS BY THE APPLICANT, BY A CORPORATION OR ENTITY THE APPLICANT HAS WORKED FOR OR HAD A SUBSTANTIAL INTEREST IN, OR BY A PARENT OR SUBIDIARY CORPORATION OF THE APPLICANT:

BUILDING INFORMATION

LOCATION OF

LICENSE PREMISES: 36724 Goddard rd.

LEGAL DESCRIPTION OF PROPERTY:

80-078-01-0273-302

(Lot Number and I.D. Number)

BUSINESS

NAME: The Trackside Hideaway

IS ADDRESS IN

A BUSINESS DISTRICT? [] Yes [] No

DOES APPLICANT PRESENTLY OWN THE PREMISES? YES [] NO ☒

IF NO:

BUILDING IS OWNED BY: Ron Brugger PHONE: (352) 942-3154

OWNER ADDRESS: 214 Lawson Gap Rd. Dox, AL

CONSTRUCTION OF BUILDING: Block (brick, block, wood, etc.)

EXISTING BLDG

NEW CONSTRUCTION

SIZE OF SITE:

SIZE OF BUILDING:

NUMBER OF FLOORS:

PRESENT ZONING:

REQUIRED ZONING:

COST OF NECESSARY CONSTRUCTION/
REMODELING

ESTIMATED DATE CONSTRUCTION START

COMPLETION:

TYPE OF

BUSINESS IN THIS LOCATION?

Bar

(Bar, Party Store, Hotel, etc.)

DANCE

PERMIT

☒ Yes [] No

WHAT IS SEATING CAPACITY?

75

ADEQUATE EXITS?

yes

LOCATION OF EXITS:

Front and Rear

ADEQUATE EXIT LIGHTS? ☒ Yes [] No

PROPERLY ZONED? ☒ Yes [] No

DOES IT HAVE
SLEEPING QUARTERS? [] Yes ☒ No

DOES IT HAVE AN ATTACHED
GAS STATION? [] Yes ☒ No

ADEQUATE
PARKING? ☒ Yes [] No

PARKING
ATTENDANT? [] Yes ☒ No

WILL ACCOMMODATE
HOW MANY CARS? 17

ANY FUTURE PLANS FOR REMODELING? [] Yes ☒ No

COMMENTS: _____

DANCE PERMIT

WHERE IS
DANCE FLOOR LOCATED? in front of stage SIZE OF
DANCE FLOOR: 15' x 15'

FINANCE / BUSINESS INFORMATION

ANY DRAPES? [] Yes ☒ No

FIRE RETARDANT? ☒ Yes [] No

IS BUSINESS A PARTNERSHIP OR CORPORATION? LLC
IF CORPORATION, STATE THE OBJECT FOR WHICH IT WAS FORMED:
**Please include a copy of Incorporation with this Application.*

CORPORATION NAME: The Trackside Hideaway LLC DATE OF CHARTER: _____

IF CORPORATION, LIST NAMES/ADDRESS OF PARTNER(S) AND STOCK %

1. _____

2. _____

3. _____

4. _____

IF PARTNERSHIP, LIST NAMES AND ADDRESS OF PARTNER(S)

1. _____

2. _____

3. _____

4. _____

LENGTH OF TIME THIS BUSINESS HAS BEEN IN OPERATION: 6 months

LIST ALL USES IN ADDITION TO SALE OF ALCOHOLIC BEVERAGES: _____

Live music, Special Events, Showing Games

PLEASE PROVIDE A BREAKDOWN OF THE ANTICIPATED REVENUES FROM FOOD AND NON-ALCOHOLIC BEVERAGES, ALCOHOLIC BEVERAGES AND OTHER REVENUES AND ATTACH A COPY OF YOUR FULL GOOD MENU:

\$20,000 - \$40,000 a year. No current menu for food

MANAGER'S NAME AND ADDRESS: Maria Bullock

36755 Goddard Rd Romulus, MI 48174

MANAGER'S PHONE: (734) - 444 - 6549

PRICE PAID FOR:

BUSINESS: _____

BUILDING: \$800/month rent

PROPERTY: _____

FIXTURES: _____

PRICE OF STOCK: Ø Renting TYPE
OF
BALANCE OWING: Ø Renting MORTGAGE: Renting

REPAYMENT INFORMATION

DOWN PAYMENT: Ø MONTHLY PAYMENT
AND INTEREST: Ø
WHERE IS MONEY COMING FROM:

~~~~~  
**PLEASE NOTE – APPLICANT MUST SUBMIT, IN WRITING, INFORMATION ON  
TRAINING PROGRAMS FOR EMPLOYEES OF THE ESTABLISHMENT RELATIVE TO  
THE SALE OF ALCOHOL, CHECKING I.D., ETC.**

PERSONAL REFERENCES (Include address and phone number)

1. Michelle Hill 1139 West Huron Drive (734) 576-2339
2. Ronda Statham 14125 Newburgh rd. (734) 507-2273
3. Miranda Hicks 38943 Superior St. (313) 439-0160
4. Amanda Horton 25950 Pennie St. (313) 878-7499

BUSINESS REFERENCES (Include address and phone number)

1. Spartan & Security (313) 283-8030
2. Detroit Body Guards (734) 349 6733
3. Bubbies Pizza (734) 624-2952
4. POIKAI Dots (734) 548-0404



NAME AND ADDRESS OF CLOSEST LIQUOR ESTABLISHMENT AND DISTANCE FROM PROPOSED LIQUOR ESTABLISHMENT:

1. Artisan Reserve 0.2 miles
2. Walters Bar 0.6 miles

APPLICANT FULLY UNDERSTANDS THAT SHOULD ANY OF THE ABOVE INFORMATION PROVE TO BE INACCURATE OR UNTRUTHFUL, IT WILL BE GROUNDS TO DENY APPLICANT'S REQUEST OR REVOKE ANY APPROVALS.

I HEREBY CERTIFY THE ABOVE INFORMATION TO BE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. I HEREBY SWEAR THAT I WILL NOT VIOLATE ANY OF THE LAWS OF THE STATE OF MICHIGAN OR OF THE UNITED STATES OR ANY ORDINANCES OF THE CITY OF ROMULUS OR THE ADMINISTRATIVE RULES OF ANY REGULATORY AGENCY IN THE CONDUCT OF THIS BUSINESS.

UMB

APPLICANT'S SIGNATURE

Maria Bullock

APPLICANT'S NAME - PLEASE PRINT

8-11-25

DATE

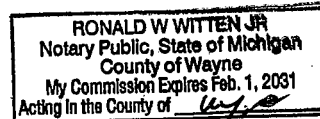
**NOTARY:**

Subscribed and sworn to before me on 8-11-25

Wayne County, Michigan

My commission expires: 2-1-31

Signature: [Signature]



NAME OF BUSINESS: The Trackside Hideaway  
ADDRESS OF BUSINESS: 36724 Goodard Rd. Romulus

**ADDITIONAL INFORMATION TO BE COMPLETED BY POLICE  
DEPARTMENT**

**1. BUILDING INSPECTION:**

A. Building inspection completed

☒ 8-15-25

B. Building inspection pending

☐

**2. CHECK WITH CITY TREASURER REGARDING BACK TAXES  
AND ANY PENALTIES:**

A. City Taxes:

0

B. County Taxes:

0

C. School Taxes:

0

**3. CONDUCT INSPECTION OF THE PREMISES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**4. INFORM NEW OWNER OF ANY DEFICIENCIES, SUGGEST  
CORRECTION OF ANY VIOLATIONS SO THAT ITEM CAN  
APPEAR ON FIRST POSSIBLE AGENDA.**

**5. GIVE YOUR OPINION OF WHETHER THE PETITIONERS  
REQUEST SHOULD BE GRANTED OR NOT.**

See sign-off sheet.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**City of Romulus**  
**Department of Building & Safety**  
12600 Wayne Road  
Romulus MI 48174  
734-942-7550

**REVIEW COMMENTS**

**PROJECT INFORMATION:**

|                                        |                         |
|----------------------------------------|-------------------------|
| <b>Site plan # &amp; Project Name:</b> | Trackside Hideaway      |
| <b>Request:</b>                        | Liquor License Approval |
| <b>Location:</b>                       | 36724 Goddard           |
| <b>Status:</b>                         | Review # 1              |
| <b>Reviewed By:</b>                    | Jeff Kemp Jr.           |
| <b>Date:</b>                           | 08/18/25                |

**The above referenced project was reviewed and comments are as follows:**

- ☒ **Approved**  
☐ **Approved with conditions**  
☐ **Revise and resubmit**

(Please be advised, additional information may be required on future submissions. Review comments are intended for submission to planning commission only for site plan review. The comments contained herein are not intended to be a comprehensive review used for the issuance of a building permit, certificate of occupancy or required lot split or combination. Individual departments may require additional information after planning commission approval.)

**COMMENTS:**

1. Trackside Hideaway was previously approved as a banquet Hall for Birthdays, Wedding Showers, Baby Showers, etc. and Issued a TCO on 04/11/25.
2. An updated detailed use statement will be required for the bar business *submitted on 9/2/25*  
This must include floor plan layout with Tables, chairs, dance floor, stage, etc.
3. Building Dept. Completed a walk through of building on 08/15/25.  
An updated C of O is required for the use change if approved by all Departments
4. Owner stated this will be a small Bar for people to watch games, sporting event, some live music, no cooking but possibly team up with Bubbies to bring food over for customers.
5. Parking in the CBD includes all parking within 600 ft. 19 spaces require per the Sq. Ft. of the space. There is plenty of parking for the business per the Zoning Ordinance.
- 6.

*Jeff Kemp Jr.*  
(Signature)

## Mullins, Sean

---

**From:** Kemp, Jeff  
**Sent:** Tuesday, September 2, 2025 3:15 PM  
**To:** Mullins, Sean  
**Subject:** Fw: Trackside hideaway sou

Hi Sean,

I have received the updated use statement for Trackside Hideaway, it is below. The Use and Liquor License has been approved by Planning and Building. The Final Certificate of Occupancy will be issued once the Building is completely set up and I do a walk through with the Fire Chief. This does not hold up the Liquor License and I would need to know if this is approved by Council and the State prior to issuing the C of O. Please let me know if there is anything else you need from my end.

Thank you

**Jeff Kemp Jr.**

**City of Romulus**

**Director of Building & Planning**

**12600 Wayne Road**

**Romulus, MI 48174**

(734) 955-8700 – Office

(734) 679-5507 – Cell

[jkemp@romulusgov.com](mailto:jkemp@romulusgov.com)



Home of Opportunity

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**From:** James Bullock <spartan6inc@gmail.com>  
**Sent:** Tuesday, September 2, 2025 12:02 PM

To: Kemp, Jeff <jkemp@romulusgov.com>

Subject: Fwd: Trakside hideaway sou

**Warning: Unusual sender** <spartan6inc@gmail.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

#### **Statement of Use**

**Business Name:** Trakside Hideaway

**Business Address:** 36724 Goddard RD Romulus MI

**Owner/Applicant:** Maria Bullock

**Date:** 09/02/2025

**Proposed Use:** Conversion to Bar with Live Music and Alcohol Sales

Trakside Hideaway is proposing to convert its existing premises into a bar establishment that will offer live music, alcohol sales, and limited food service. The bar will serve as a social venue for patrons seeking a casual and entertaining atmosphere.

#### **Details of Use:**

- **Primary Activities:**
  - On-site consumption of alcoholic beverages
  - Live music performances
  - Table service by waitstaff
  - Small designated dance area for patrons
- **Estimated Staffing:**
  - 1 Bar Manager
  - 1 Bartender
  - 2 Waitresses
- **Operating Hours:**
  - Sunday through Thursday: 4:00 PM to 12:00 AM
  - Friday and Saturday: 12:00 PM to 2:00 AM
- **Seating and Capacity:**
  - Approximately 8 high-top tables will be provided for customer seating.
  - An open area will be designated for dancing.
  - The estimated occupancy capacity of the establishment is 75 persons.

#### **Additional Information:**

All live music and entertainment will be managed in accordance with applicable noise ordinances and licensing regulations. Alcohol sales will comply with all local and state laws, including the procurement of proper licensing from the relevant authorities.

This Statement of Use is submitted in support of any required permits, zoning clearances, or business licensing applications associated with the proposed bar operations at Trakside Hideaway.

--

**Spartan 6 Security, Inc.**

CEO James Bullock

(313) 283-8030



# *City of Romulus*

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

Council Meeting Held: **September 8, 2025**

Item No. **A.**

General Description: Approval of the Chairperson's Report

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**Resolution No. \_\_\_\_\_**

|                     |      |        |       |       |        |        |           |
|---------------------|------|--------|-------|-------|--------|--------|-----------|
| <i>Moved by:</i>    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| <i>Seconded by:</i> | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |

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|                 |      |        |       |       |        |        |           |
|-----------------|------|--------|-------|-------|--------|--------|-----------|
| <i>Ayes:</i>    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| <i>Nays:</i>    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| <i>Abstain:</i> | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |

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**MOTION CARRIED  
UNANIMOUSLY**

**MOTION CARRIED**

**MOTION FAILED**



# City of Romulus

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

Council Meeting Held: September 8, 2025

Item No. A.

General Description: Carbon Reduction Program - Streetlight Conversion Project

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Resolution No. \_\_\_\_\_

|                     |      |        |       |       |        |        |           |
|---------------------|------|--------|-------|-------|--------|--------|-----------|
| <i>Moved by:</i>    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| <i>Seconded by:</i> | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |

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|                 |      |        |       |       |        |        |           |
|-----------------|------|--------|-------|-------|--------|--------|-----------|
| <i>Ayes:</i>    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| <i>Nays:</i>    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| <i>Abstain:</i> | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |

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MOTION CARRIED  
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

# *City of Romulus*

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## INTEROFFICE MEMORANDUM

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**To:** The Honorable Romulus City Council  
**From:** Mayor Robert A. McCraight  
**Subject:** Carbon Reduction Program – Streetlight Conversion Project  
**Date:** August 29, 2025

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I concur with the recommendation of Julie Albert, Director of Assessing and Financial Services, and Steve Hitchcock, City Attorney, and respectfully request Council authorize the Mayor and Clerk to enter into the attached Michigan Department of Transportation (MDOT) Contract #25-5425 to receive reimbursement in the amount of \$339,911.16 for the Carbon Reduction Program-streetlight conversion project.

Motion by\_\_\_\_\_, supported by \_\_\_\_\_, to concur with the administration and authorize the Mayor and Clerk to enter into the attached Michigan Department of Transportation (MDOT) Contract #25-5425 to receive reimbursement in the amount of \$339,911.16 for the Carbon Reduction Program-streetlight conversion project.





## Memorandum

To: Mayor Robert McCraight  
From: Julie Albert, Director of Assessing & Financial Services  
cc: n/a  
Date: August 29, 2025  
Subject: September 8, 2025 Council Agenda item: Carbon Reduction Program – Streetlight Conversion Project

---

In 2023 the City of Romulus was selected by SEMCOG to receive a financial award for Carbon Reduction Program Funding.

The award reimburses the City of Romulus 80% of the cost to convert our entire streetlighting system (1,251 mercury vapor & high-pressure sodium lights) to LED. The total cost of conversion is \$415,285.47. The reimbursement amount is \$339,911.16. The agreement for DTE to install the LED lighting was approved by the Honorable Council on April 14, 2025 (Resolution #25-096).

MDOT is administering grant. To obtain reimbursement **I respectfully that the Romulus City Council authorize the Mayor and Clerk to sign the attached Michigan Department of Transportation Contract Number 25-5425 to receive reimbursement in the amount of \$339,911.16.**

Steve Hitchcock has reviewed the contract (email attached).



CR  
FORCE ACCOUNT  
FHWA FORM 1273

COM  
Control Section CRU 82000  
Job Number 219211CON  
Project 25A0852  
CFDA No. 20.205 (Highway  
Research Planning  
& Construction)  
Contract No. 25-5425

## 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 August 12, 2025, attached hereto and made a part hereof:

Replacement of mercury vapor lights and high-pressure sodium to light emitting diode lights citywide; 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:

### CARBON REDUCTION 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 Part 200, a description of the federal award for the project is shown in detail on EXHIBIT "II", dated August 12, 2025, 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, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

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

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

The Michigan Department of Environment, Great Lakes, and Energy 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 REQUESTING PARTY shall perform or cause to be performed all the PROJECT work. A separate work authorization will be issued to the REQUESTING PARTY by the DEPARTMENT for the commencement of the PROJECT work. The method of performing the work will be indicated on the work authorization.

4. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Carbon Reduction Program Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$415,285.47 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time the work authorization is issued by the DEPARTMENT to the REQUESTING PARTY. The balance of the PROJECT COST, if any, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY.

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



The REQUESTING PARTY shall maintain accurate records and accounts relative to the cost of the PROJECT. Said accounts shall be made available for review and audit by the DEPARTMENT and shall be retained on file for a period of not less than three years from the date of the final payment.

All billings submitted to the DEPARTMENT, for reimbursement for items of work performed under the terms of this contract, shall be prepared in accordance with 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".

The REQUESTING PARTY, upon completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final accounting to the DEPARTMENT.

Final settlement of costs shall be made upon completion of all PROJECT work and final audit by the DEPARTMENT. The REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of cost 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 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 Fund in settlement of said claim.

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

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

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

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

Each party to this contract shall adhere to the requirements of the attached FHWA Form 1273 and will physically incorporate FHWA Form 1273 in all its subcontracts and further require its physical inclusion in all lower tier subcontracts.

7. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way

on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 \_\_\_\_\_  
*for* Department Director MDOT

By \_\_\_\_\_  
Title:





August 12, 2025

EXHIBIT I

|                 |           |
|-----------------|-----------|
| CONTROL SECTION | CRU 82000 |
| JOB NUMBER      | 219211CON |
| PROJECT         | 25A0852   |

ESTIMATED COST

|                                       |              |
|---------------------------------------|--------------|
| FORCE ACCOUNT WORK (REQUESTING PARTY) | \$415,285.47 |
|---------------------------------------|--------------|

COST PARTICIPATION

|                                    |                     |
|------------------------------------|---------------------|
| GRAND TOTAL ESTIMATED COST         | \$415,285.47        |
| Less Federal Funds*                | <u>\$339,911.16</u> |
| BALANCE (REQUESTING PARTY'S SHARE) | \$ 75,374.31        |

\*Federal Funds for the PROJECT are limited to an amount as described in Section 4.

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:                      City of Romulus

Federal Grant/Project  
Number(s):                      25A0852

MDOT Project Number:            219211CON

Project Description:                      Replacement of mercury vapor lights and high-pressure sodium  
to light emitting diode lights citywide; 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):    693JJ22530000Y601MI25A0852

Federal Award Date:                      July 25<sup>th</sup>, 2025

Period of Performance Start Date:    July 25<sup>th</sup>, 2025

Period of Performance End Date:    June 30<sup>th</sup>, 2026

Amount of Federal Funds obligated by this action: \$339,911.16

Total amount of Federal Funds obligated: \$339,911.16

Total amount of the Federal award: \$415,285.47

Budget Approved Cost sharing or matching, where applicable:  
Federal Participation: \$339,911.16; Local Participation: \$75,374.31

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

Director Bradley C. Wieferich, P.E.  
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

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.



**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action



within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 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, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:



(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;



(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph



2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention*. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required*. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits*. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship*. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission*. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required*. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDLegacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance*. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347*. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.



(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with



the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;



(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."



**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*



## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\* \* \* \* \*

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily



excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**  
This provision is applicable to all Federal-aid projects funded  
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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.



## Albert, Julie

---

**From:** Steve Hitchcock <sjh@gmhlaw.com>  
**Sent:** Thursday, August 28, 2025 3:55 PM  
**To:** Albert, Julie  
**Subject:** RE: MDOT Agreement 25-5425 for Review and Approval

**External sender** <sjh@gmhlaw.com>

Make sure you trust this sender before taking any actions.

I am fine with it.

### Steve Hitchcock

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

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**From:** Albert, Julie <jalbert@romulusgov.com>  
**Sent:** Thursday, August 28, 2025 3:36 PM  
**To:** Steve Hitchcock <sjh@gmhlaw.com>  
**Subject:** FW: MDOT Agreement 25-5425 for Review and Approval

Steve

Are you okay with the MDoT contract? I'd like to get it to the Mayor's Office tomorrow for the Sept 8th Council meeting agenda.

Thank you,  
Julie

---

**From:** Albert, Julie  
**Sent:** Wednesday, August 27, 2025 8:48 AM  
**To:** Hitchcock, Stephen <sjh@gmhlaw.com>  
**Cc:** Craig-Bragg, Ellen <ebragg@romulusgov.com>  
**Subject:** Re: MDOT Agreement 25-5425 for Review and Approval

DTE is installing new LED bulbs on their own equipment. The DTE contract was approved under resolution 25-096.

On Aug 27, 2025, at 8:45 AM, Steve Hitchcock <[sjh@gmhlaw.com](mailto:sjh@gmhlaw.com)> wrote:

**External sender** <[sjh@gmhlaw.com](mailto:sjh@gmhlaw.com)>

Make sure you trust this sender before taking any actions.





# City of Romulus

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

Council Meeting Held: September 8, 2025

Item No. B.

General Description: Appointment to the Recreation Commission

---

Resolution No. \_\_\_\_\_

|                     |      |        |       |       |        |        |           |
|---------------------|------|--------|-------|-------|--------|--------|-----------|
| <i>Moved by:</i>    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| <i>Seconded by:</i> | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |

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|                 |      |        |       |       |        |        |           |
|-----------------|------|--------|-------|-------|--------|--------|-----------|
| <i>Ayes:</i>    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| <i>Nays:</i>    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| <i>Abstain:</i> | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |

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MOTION CARRIED  
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

# *City of Romulus*

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## INTEROFFICE MEMORANDUM

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**TO:** The Honorable Romulus City Council  
**FROM:** Mayor Robert A. McCraight  
**SUBJECT:** Appointment to the Recreation Commission  
**DATE:** September 3, 2025

---

I am requesting approval to appoint Autumn Archey to the Recreation Commission with a term to expire on December 31, 2025.

Motion by \_\_\_\_\_ supported by \_\_\_\_\_,  
to concur with the administration and approve the appointment of Autumn Archey to the Recreation Commission with a term to expire on December 31, 2025.



## INTER-OFFICE MEMORANDUM

**DATE:** August 26, 2025  
**TO:** Mayor Robert A. McCraight  
**FROM:** Colleen Dumas, Director of Parks and Recreation

**SUBJECT: Parks and Recreation Commission New Appointment**

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The parks and recreation commission shall consist (9) members appointed by the Mayor and confirmed by the City Council. The parks and recreation commission meets on the third Tuesday of each month at 5:30 a.m. in the City Council Chambers.

We currently have one (1) vacancies on the parks and recreation commission that have terms that expired December 31, 2025,

The following Romulus resident has requested to be appointed to the parks and recreation commission to fill one of the vacancies with a three-year term from August 26, 2025 for a new appointment term to expire on December 31, 2025.

Autumn Archey



# City of Romulus

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

Council Meeting Held: September 8, 2025

Item No. C.

General Description: CODE RED Contract

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Resolution No. \_\_\_\_\_

|                     |      |        |       |       |        |        |           |
|---------------------|------|--------|-------|-------|--------|--------|-----------|
| <i>Moved by:</i>    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| <i>Seconded by:</i> | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |

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|                 |      |        |       |       |        |        |           |
|-----------------|------|--------|-------|-------|--------|--------|-----------|
| <i>Ayes:</i>    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| <i>Nays:</i>    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| <i>Abstain:</i> | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |

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MOTION CARRIED  
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

# *City of Romulus*

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## INTEROFFICE MEMORANDUM

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**TO:** The Honorable Romulus City Council  
**FROM:** Mayor Robert A. McCraight  
**SUBJECT:** CODE RED Contract  
**DATE:** September 2, 2025

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I concur with the recommendation of Ken Chapman, Fire Chief, and legal counsel and respectfully request Council authorize the Mayor and Clerk to enter into the attached three-year agreement with OnSolve for the CODE RED Emergency Notification System.

Gary Harris, Deputy Finance Director, has verified that funds for the purchase are available in Police Department 911 Service Fund account #261-301-931.000.

Motion by \_\_\_\_\_, supported by \_\_\_\_\_, to concur with the administration and authorize the Mayor and Clerk to enter into the attached three-year agreement with OnSolve for the CODE RED Emergency Notification System.



MEMORANDUM

TO: Robert McCraight, Mayor  
FROM: Ken Chapman, Fire Chief  
SUBJECT: CodeRED (3 year Agreement)  
DATE: September 8, 2025

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Please find attached, the proposed three-year agreement with Onsolve, the parent company of CodeRED—a digital emergency communication system currently utilized by the City of Romulus.

CodeRED plays a critical role in our public safety infrastructure by delivering vital alerts to residents during emergency situations and significant community events. These notifications are distributed simultaneously via phone calls, text messages, and email, ensuring timely and widespread communication.

This agreement has been reviewed by the City Attorney, with no issues addressed. Also is a copy of the funds verification from finance. I respectfully request that the Council accept the terms outlined in the three-year pricing contract and authorize the Honorable Mayor McCraight to execute the agreement on behalf of the City of Romulus.

Thank you for your continued support in enhancing our emergency communication capabilities.

***Ken Chapman, Fire Chief***

Office: (734)955-8964





MEMORANDUM

TO: Robert McCraight, Mayor  
FROM: Ken Chapman, Fire Chief  
SUBJECT: CodeRED (3 year Agreement)  
DATE: September 8, 2025

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Please find attached, the proposed three-year agreement with Onsolve, the parent company of CodeRED—a digital emergency communication system currently utilized by the City of Romulus.

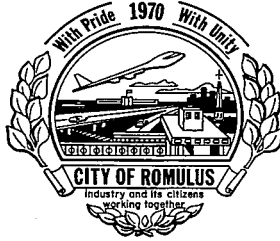
CodeRED plays a critical role in our public safety infrastructure by delivering vital alerts to residents during emergency situations and significant community events. These notifications are distributed simultaneously via phone calls, text messages, and email, ensuring timely and widespread communication.

This agreement has been reviewed by the City Attorney, with no issues addressed. I respectfully request that the Council accept the terms outlined in the three-year pricing contract and authorize the Honorable Mayor McCraight to execute the agreement on behalf of the City of Romulus.

Thank you for your continued support in enhancing our emergency communication capabilities.

***Ken Chapman, Fire Chief***

Office: (734)955-8964



## FUNDS VERIFICATION FORM

**DEPARTMENT:** Police Department

**FUND NAME:** 911 Service Fund

**ACCOUNT NUMBER/S:** 261-301-931.000

**PURPOSE FOR REQUEST:**

Three-year agreement with Onsolve, the parent company of CodeRed- a digital emergency communication system currently utilized by the City of Romulus

**AMOUNT OF EXPENDITURE:**

\$28,620.32 (3yr subscription - \$9,540.11 annually)

**SIGNATURE OF DEPARTMENT HEAD:**

*Robert D. Farnes*

**FUNDS CURRENTLY AVAILABLE:**

\$58,082.64

**FINANCE DEPARTMENT APPROVAL:**

*Danny Harris*

**DATE:**

9/2/2025



# *City of Romulus*

## *Mayor's Report – Robert A. McCraight, Mayor*

Council Meeting Held: **September 8, 2025**

Item No. D.

General Description: Piggyback on Sorcewell Contract to Purchase Mobile Column Lifts from Steril-Koni USA, Inc.

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**Resolution No. \_\_\_\_\_**

|                     |      |        |       |       |        |        |           |
|---------------------|------|--------|-------|-------|--------|--------|-----------|
| <i>Moved by:</i>    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| <i>Seconded by:</i> | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |

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|                 |      |        |       |       |        |        |           |
|-----------------|------|--------|-------|-------|--------|--------|-----------|
| <i>Ayes:</i>    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| <i>Nays:</i>    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| <i>Abstain:</i> | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |

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MOTION CARRIED  
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

# *City of Romulus*

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## INTEROFFICE MEMORANDUM

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**TO:** The Honorable Romulus City Council  
**FROM:** Mayor Robert A. McCraight  
**SUBJECT:** Piggyback on Sourcewell Contract #121223-SKI Purchase Mobile Column Lifts From Stertil-Koni USA, Inc.  
**DATE:** September 3, 2025

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I concur with the recommendation of Don Straub, Deputy Director of Department of Public Works, and Christina Parker, Purchasing Director, and respectfully request Council's authorization to piggyback on the Sourcewell Contract #121223-SKI to purchase one (1) set of six (6) 111,000 lb. capacity Mobile Column Lifts from Stertil-Koni USA, Inc., for a total cost of \$89,677.96.

Gary Harris, Deputy Finance Director, has verified that funds for the purchase are available in Motor Vehicle Fund, Motor Vehicle & Equipment Department, Capital Outlay Machinery & Equipment Expense account #661-572-971.138.

Motion by \_\_\_\_\_, supported by \_\_\_\_\_, to concur with the administration and consent to piggyback on the Sourcewell Contract #121223-SKI to purchase one (1) set of six (6) 111,000 lb. capacity Mobile Column Lifts from Stertil-Koni USA, Inc., for a total cost of \$89,677.96.





# MEMORANDUM

**DATE:** August 29, 2025  
**TO:** Mayor Robert A. McCraight  
**FROM:** Christina Parker, Purchasing Director  
**SUBJECT:** Piggyback on Sourcewell Contract # 121223-SKI Purchase Mobile Column Lifts From Steril-Koni USA, Inc.

Please be advised that the City is not required to solicit competitive bids for this purchase under the exception to competition clause of the Romulus Purchasing Ordinance which allows for the piggybacking on a contract solicited and awarded by another agency and as further outlined in subsection 39-11(d)(10) of the Ordinance:

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

Deputy Director of Department of Public Works, Don Straub is requesting Council's permission to purchase one (1) set of six (6) 111,000 lb capacity Mobile Column Lifts from Steril-Koni USA, Inc., by piggybacking on the Sourcewell Contract awarded to Steril-Kona USA, Inc #121223-SKI for the total cost of \$89,677.96. The current lifts will be listed on Govdeals.com as "For Parts Only", as the lifts have been deemed unsafe for use due to unavailability of new parts.

Sourcewell is a State of Minnesota local Government unit and service cooperative that offers cooperative procurement solutions to government entities. Sourcewell membership is available to all government entities; public and private K-12 schools, colleges, and universities; and nonprofit organizations. Sourcewell Contract #121223-SKI awarded to Steril-Kona, Inc, has contract term of 02/08/2025 through 02/12/2028.

It is the recommendation of myself and Deputy Director of Department of Public Works, Don Straub to proceed with the purchase. If you concur, please request Council's permission to piggyback on the Sourcewell Contract #121223-SKI to purchase one (1) set of six (6) 111,000 lb capacity Mobile Column Lifts for a total cost of \$89,677.96.

Gary Harris, Deputy Finance Director, has verified that funds for this purpose are have been budgeted for and are currently available in the Motor Vehicle Fund, Motor Vehicle & Equipment Department, Capital Outlay Machinery & Equipment Expense Account (661-572-971.138).

Respectfully,

*Christina Parker*

Christina Parker  
Purchasing Director

**CITY OF ROMULUS**  
**DEPARTMENT OF PUBLIC WORKS**

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**Interoffice Memorandum**

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**TO:** Christina Parker, Director of Purchasing

**FROM:** Don Straub, Deputy Director of Public Works

**CC:** Mayor, Robert A. McCraight  
Roberto Scappaticci, Director of Public Services & Public Works

**DATE:** August 27<sup>th</sup>, 2025

**SUBJECT:** Request to Piggyback on Sourcewell Contract# 121223-SKI

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Dear Ms. Parker,

---

The Department of Public Works is requesting to Piggyback on Sourcewell Contract# 121223-SKI for the purchase of one set of six 111,000 lbs capacity Mobile Column Lifts. Through Stertil-Koni USA, Inc.

Piggyback on this contract would provide a discount of 29%. The Total cost of the lifts is \$89,677.96 which includes a base price of \$124,194.31 less discount in the amount of \$36,016.35 and a \$1,500.00 shipping fee that covers delivery, setup and training.

Funds for this purchase are budgeted for in account# 661-572-971.138, Capital Outlay – Machinery & Equipment.

We are requesting Council to approve the purchase and the sale of the current lifts. Due to the unavailability of new parts, the lifts have been deemed unsafe for use. Our current lifts will be listed on Govdeals.com as 'For Parts Only'. The current worn condition of this equipment has also inhibited the repair of large vehicles in our fleet.

If you should have any questions regarding this matter, please feel free to contact me at 734-955-8755 or dstraub@romulusgov.com.

Sincerely,

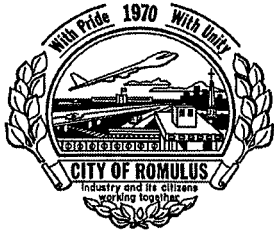


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Don Straub, Deputy Director of Public Works

\\ch-it-file-srv2\shared\public works\administrative\admin documents\2025 memos\sourcewell mowers\memo to council - piggyback sourcewell mobile column lift.docx

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## FUNDS VERIFICATION FORM

|                                             |                                                                                      |
|---------------------------------------------|--------------------------------------------------------------------------------------|
| <b><u>DEPARTMENT:</u></b>                   | DPW                                                                                  |
| <b><u>FUND NAME:</u></b>                    | Capital Outlay - Machinery & Equipment                                               |
| <b><u>ACCOUNT NUMBER/S:</u></b>             | 661-572-971.138                                                                      |
| <b><u>PURPOSE FOR REQUEST:</u></b>          | Purchase of a set of 6 - Mobile Column Lifts                                         |
| <b><u>AMOUNT OF EXPENDITURE:</u></b>        | \$89,677.96                                                                          |
| <b><u>SIGNATURE OF DEPARTMENT HEAD:</u></b> |   |
| <b><u>FUNDS CURRENTLY AVAILABLE:</u></b>    | \$105,000.00                                                                         |
| <b><u>FINANCE DEPARTMENT APPROVAL:</u></b>  |  |
| <b><u>DATE:</u></b>                         | 8/29/2025                                                                            |



## Quote

**Stertil-Koni USA, Inc.**  
 200 Log Canoe Circle  
 Stevensville, MD 21666  
 T: 410.643.9001  
 F: 410.643.8901

Quote # 2775  
 Date 08/15/2025  
 Expires 09/14/2025  
 RSM Jeff Sampson

**Billing Address**  
 City of Romulus, MI  
 Roberto Scappaticci  
 12600 Wayne Rd  
 Romulus, MI  
 48174  
 rscappaticci@romulusgov.com  
 734-955-8752

**Shipping Address**  
 City of Romulus, MI  
 Roberto Scappaticci  
 12600 Wayne Rd  
 Romulus, MI  
 48174  
 rscappaticci@romulusgov.com  
 734-955-8752

## Sourcewell Contract #:121223-SKI

| Item                                                                                | Qty  | Price        | Discount | Total       |
|-------------------------------------------------------------------------------------|------|--------------|----------|-------------|
| ST-1085-3FWA                                                                        | 1.00 | \$124,194.31 | 29.00%   | \$88,177.96 |
| Set of 6 - 111,000lbs capacity, 24 volts DC, control box on every column. Adj forks |      |              |          |             |

**Comments**  
 Sourcewell Member Account # 32926

Subtotal: \$124,194.31  
 Discount: (\$36,016.35)  
 Tax (0.00%): \$0.00  
 Shipping: \$1,500.00  
**Total** \$89,677.96

### Subcontract:

### Local Distributor:

Equipment Distributors, Inc.  
 Wally Mayne  
 wally@wallyauto.com

248-388-2329



### **Terms and Conditions**

1. Purchase Orders MUST be issued to Steril- Koni USA, Inc., not the Local Distributor. Please submit Purchase Orders to [orders@steril-koni.com](mailto:orders@steril-koni.com).
2. P.O.s must be issued on a company letterhead and must contain contact information, billing address, shipping address, phone number, and email. P.O. must also contain direct reference to parts, pricing, and quantity provided on the quote or direct reference to quote number.
3. Product availability and proposed delivery date provided ARO.
4. Steril-Koni is responsible for collecting sales tax in the following states: CA, FL, HI, MD, NY, and WA. Customers outside of these states are responsible for any applicable sales or use tax.
5. The prices quoted are subject to change based on any applicable tariff fees imposed by relevant authorities. These fees are not included in the quoted price and will be added to the final invoice if applicable.



# *City of Romulus*

## *Clerk's Report*

### *Ellen L. Craig-Bragg, Clerk*

Council Meeting Held:

**September 8, 2025**

Item No. 6

**General Description:** \_\_\_\_\_

**Resolution No.** \_\_\_\_\_

*Moved by:* Abdo Barden Crout Jones Roscoe Talley Wadsworth

*Seconded by:* Abdo Barden Crout Jones Roscoe Talley Wadsworth

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*Ayes:* All Abdo Barden Crout Jones Roscoe Talley Wadsworth

*Nays:* All Abdo Barden Crout Jones Roscoe Talley Wadsworth

*Abstain:* All Abdo Barden Crout Jones Roscoe Talley Wadsworth

MOTION CARRIED  
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



# *City of Romulus*

## *Treasurer's Report*

Council Meeting Held:

**September 8, 2025**

Item No. 7.

**General Description:** \_\_\_\_\_

**Resolution No.** \_\_\_\_\_

|                     |      |        |       |       |        |        |           |
|---------------------|------|--------|-------|-------|--------|--------|-----------|
| <i>Moved by:</i>    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| <i>Seconded by:</i> | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |

|                 |     |      |        |       |       |        |        |           |
|-----------------|-----|------|--------|-------|-------|--------|--------|-----------|
| <i>Ayes:</i>    | All | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| <i>Nays:</i>    | All | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| <i>Abstain:</i> | All | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |

MOTION CARRIED  
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



# *City of Romulus*

## *Public Comment*

Council Meeting Held:

**September 8, 2025**

Item No. 8.

**General Description:** \_\_\_\_\_

**Resolution No.** \_\_\_\_\_

|              |      |        |       |       |        |        |           |
|--------------|------|--------|-------|-------|--------|--------|-----------|
| Moved by:    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| Seconded by: | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |

|          |     |      |        |       |       |        |        |           |
|----------|-----|------|--------|-------|-------|--------|--------|-----------|
| Ayes:    | All | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| Nays:    | All | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| Abstain: | All | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |

MOTION CARRIED  
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



# *City of Romulus*

## *Unfinished Business*

Council Meeting Held:

**September 8, 2025**

Item No. 9.

**General Description:** \_\_\_\_\_  
\_\_\_\_\_

**Resolution No.**\_\_\_\_\_

|              |      |        |       |       |        |        |           |
|--------------|------|--------|-------|-------|--------|--------|-----------|
| Moved by:    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| Seconded by: | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |

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|          |     |      |        |       |       |        |        |           |
|----------|-----|------|--------|-------|-------|--------|--------|-----------|
| Ayes:    | All | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| Nays:    | All | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| Abstain: | All | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |

MOTION CARRIED  
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED





# *City of Romulus*

## *New Business*

Council Meeting Held:  
Item No. 10.

**September 8, 2025**

**General Description:** \_\_\_\_\_  
\_\_\_\_\_

**Resolution No.**\_\_\_\_\_

|              |      |        |       |       |        |        |           |
|--------------|------|--------|-------|-------|--------|--------|-----------|
| Moved by:    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| Seconded by: | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |

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|          |     |      |        |       |       |        |        |           |
|----------|-----|------|--------|-------|-------|--------|--------|-----------|
| Ayes:    | All | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| Nays:    | All | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| Abstain: | All | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |

MOTION CARRIED  
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



# City of Romulus

## Warrant

Council Meeting Held: **September 8, 2025**

Item No. **A.**

General Description: Approval of Warrant #: 25-17 for checks presented in the amount of \$2,967,996.77.

**Resolution No.** \_\_\_\_\_

|                     |      |        |       |       |        |        |           |
|---------------------|------|--------|-------|-------|--------|--------|-----------|
| <i>Moved by:</i>    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| <i>Seconded by:</i> | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |

|                 |      |        |       |       |        |        |           |
|-----------------|------|--------|-------|-------|--------|--------|-----------|
| <i>Ayes:</i>    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| <i>Nays:</i>    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| <i>Abstain:</i> | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |

MOTION CARRIED  
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

# CITY OF ROMULUS WARRANT REGISTER SUMMARY

Council Meeting Date: September 8, 2025  
Warrant Number: 25-17

TOTAL WARRANT REGISTER

**\$2,967,996.77**

| 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

9/3/2025

**CHECK DISBURSEMENT REPORT FOR CITY OF ROMULUS**  
**CHECK DATE FROM 08/20/25 - 09/03/25**

| Fund               |                                   | Amount                |
|--------------------|-----------------------------------|-----------------------|
| Total for fund 101 | General Fund                      | \$94,356.75           |
| Total for fund 202 | Major Street Fund                 | \$4,393.04            |
| Total for fund 203 | Local Street Fund                 | \$57,002.46           |
| Total for fund 205 | Public Safety Fund                | \$49,343.55           |
| Total for fund 211 | Cable TV                          | \$24.00               |
| Total for fund 218 | Merriman Rd. Spec. Assess         | \$10,570.00           |
| Total for fund 226 | Garbage & Rubbish Collection Fund | \$1,191.97            |
| Total for fund 247 | Tax Increment Finance Authority   | \$2,056,298.58        |
| Total for fund 248 | Downtown Development Authority    | \$1,138.61            |
| Total for fund 260 | Michigan Indigent Defense Fund    | \$3,605.80            |
| Total for fund 271 | Library Fund                      | \$13,471.97           |
| Total for fund 592 | Water & Sewer Fund                | \$487,427.78          |
| Total for fund 661 | Motor Vehicle                     | \$24,296.53           |
| Total for fund 664 | Technology Services               | \$224.89              |
| Total for fund 676 | Retiree's Ins. Benefits           | \$1,242.69            |
| Total for fund 701 | Revolving Fund                    | \$750.00              |
| Total for fund 703 | Current Tax                       | \$162,382.47          |
| Total for fund 704 | Imprest Payroll Fund              | \$275.68              |
| TOTAL - ALL FUNDS  |                                   | <b>\$2,967,996.77</b> |

09/03/2025

**CHECK REGISTER FOR CITY OF ROMULUS**  
**CHECK DATE FROM 08/20/2025 - 09/03/2025**

| Check Date            | Bank | Check   | Vendor | Vendor Name                      | Description                               | Amount       |
|-----------------------|------|---------|--------|----------------------------------|-------------------------------------------|--------------|
| Bank POOL POOLED CASH |      |         |        |                                  |                                           |              |
| 08/22/2025            | POOL | 90327   | MISC   | CYNTHIA CARSON                   | PARK RENTAL DEPOSIT 90516066              | 50.00        |
| 08/26/2025            | POOL | 90328   | 2903   | APPLIED INNOVATION               | JUNE 25 BASE RATE MAY 25 ADDIT PAGES      | 844.72       |
| 08/26/2025            | POOL | 90329   | 3386   | CONSTELLATION NEWENERGY          | CITY GAS BILLS 8/21/25                    | 1,477.07     |
| 08/26/2025            | POOL | 90330   | 4107   | MONEYGREEN LAWN SERVICE LLC      | CHRISTMAS LIGHTING FOR MERRIMAN RD SAD F  | 4,250.00     |
| 09/03/2025            | POOL | 2212(E) | 2965   | CLEAR RATE COMMUNICATIONS, INC.  | ACCOUNT # 4876633 8/21/25-9/20/25         | 6,993.50     |
|                       |      |         |        |                                  |                                           |              |
| 09/03/2025            | POOL | 2213(E) | 0581   | COMERICA COMM. CARD SERV.        | MIKE LASKASKA JULY 2025 COMERICA          | 510.00       |
|                       |      |         |        |                                  | MIKE LASKASKA COMERICA CARD PURCHASE      | 39.00        |
|                       |      |         |        |                                  |                                           | <hr/>        |
|                       |      |         |        |                                  |                                           | 549.00       |
|                       |      |         |        |                                  |                                           |              |
| 09/03/2025            | POOL | 2214(E) | 0012   | DTE ENERGY                       | 12600 WAYNE - DPW - 7/15/25-8/12/25       | 2,810.40     |
|                       |      |         |        |                                  | 7690 WAYNE WATER PUMP, 7/17/25-8/14/25    | 87.32        |
|                       |      |         |        |                                  | PUMP STATION - 16326 HARRISON - 7/18/25-  | 107.14       |
|                       |      |         |        |                                  | 7930 AMBER PUMP STATION -7/18/25-8/15/2   | 63.38        |
|                       |      |         |        |                                  | MARY ANN BANKS (RESTROOM) - 37350 GODDARD | 18.81        |
|                       |      |         |        |                                  | 37200 GODDARD-MARY ANN BANKS PARK - 7/19  | 44.24        |
|                       |      |         |        |                                  | PAVILION DOWNTOWN DDA - 36095 GODDARD 7/  | 34.72        |
|                       |      |         |        |                                  |                                           | <hr/>        |
|                       |      |         |        |                                  |                                           | 3,166.01     |
|                       |      |         |        |                                  |                                           |              |
| 09/03/2025            | POOL | 2215(E) | 0012   | DTE ENERGY                       | FEDEX HOT BOX ELECTRIC 6/4/25-8/4/25      | 1.87         |
| 09/03/2025            | POOL | 2216(E) | 0012   | DTE ENERGY                       | 12600 WAYNE RD POLEBARN 6/4/25-7/7/25 PA  | 41.98        |
|                       |      |         |        |                                  |                                           |              |
| 09/03/2025            | POOL | 2217(E) | 0891   | HOME DEPOT                       | SUPPLIES FOR REPAIRS AT 35255 GODDARD RD  | 119.54       |
|                       |      |         |        |                                  | 25/26 BLANKET PO HOME DEPOT - MISC. MAIN  | 23.03        |
|                       |      |         |        |                                  | 25/26 BLANKET PO FOR MISC SUPPLIES - DPW  | 37.40        |
|                       |      |         |        |                                  | 25/26 BLANKET PO FOR MISC SUPPLIES - DPW  | 11.39        |
|                       |      |         |        |                                  | 25/26 BLANKET PO FOR MISC SUPPLIES - DPW  | 141.93       |
|                       |      |         |        |                                  | 25/26 BLANKET PO FOR MISC SUPPLIES - DPW  | 39.17        |
|                       |      |         |        |                                  | 25/26 BLANKET PO FOR MISC SUPPLIES - DPW  | 17.09        |
|                       |      |         |        |                                  |                                           | <hr/>        |
|                       |      |         |        |                                  |                                           | 389.55       |
|                       |      |         |        |                                  |                                           |              |
| 09/03/2025            | POOL | 2218(E) | 3589   | TITLE CONNECT LLC                | WICK ROAD VACANT LAND TIFA PURCHASE       | 1,995,636.08 |
| 09/03/2025            | POOL | 90331   | 4464   | AL'S ASPHALT PAVING CO           | ITB 24/25-08 2025 HMA ROAD PAVING PROGRA  | 54,055.72    |
| 09/03/2025            | POOL | 90332   | 1783   | ALLEGION ACCESS TECHNOLOGIES LLC | CITY HALL - REPAIR AUTOMATIC DOOR         | 266.00       |
| 09/03/2025            | POOL | 90333   | 4412   | ALS GROUP USA, CORP.             | EPA REQUIRED TESTING                      | 625.00       |
|                       |      |         |        |                                  |                                           |              |
| 09/03/2025            | POOL | 90334   | 2804   | AMAZON CAPITAL SERVICES          | VERIZON WIRELESS JETPACK LIBRARY          | 40.96        |
|                       |      |         |        |                                  | CANDY COLOR, RUN AWAY WITH ME             | 644.44       |
|                       |      |         |        |                                  | THERMAL PAPER ROLLS                       | 22.94        |
|                       |      |         |        |                                  | CANDY COLOR PARADOX                       | 62.34        |
|                       |      |         |        |                                  | XL DUFFLE BAG, LASER LEVEL                | 52.76        |
|                       |      |         |        |                                  | CASH BOX, STORAGE CONTAINERS              | 46.29        |
|                       |      |         |        |                                  | MOB QUEEN, DUFFLE BAGS FOR MEN            | 25.83        |
|                       |      |         |        |                                  | DELUX EDITION KATABASIS                   | 19.25        |
|                       |      |         |        |                                  |                                           | <hr/>        |
|                       |      |         |        |                                  |                                           | 914.81       |
|                       |      |         |        |                                  |                                           |              |
| 09/03/2025            | POOL | 90335   | 4027   | AMAZON CAPITAL SERVICES          | SCREEN PROTECTOR & CASE FOR BLDG DEPT DI  | 13.98        |
|                       |      |         |        |                                  | FIRE DEPARTMENT: FOLDERS & SMOKE DETECTO  | 56.18        |
|                       |      |         |        |                                  | 10-PACK FLASH DRIVES - 32G                | 29.99        |
|                       |      |         |        |                                  | 16 GALLON TRASH CAN FOR LOBBY             | 126.54       |
|                       |      |         |        |                                  | FIRE DEPARTMENT: FOLDERS & SMOKE DETECTO  | 49.99        |
|                       |      |         |        |                                  | CABINET FOR BATHROOM                      | 67.39        |
|                       |      |         |        |                                  | PRINTING RFID, SSD DRIVE CLONER, OFFICE   | 224.89       |
|                       |      |         |        |                                  | AVERY ADDRESS LABELS                      | 26.99        |
|                       |      |         |        |                                  | OFFICE SUPPLIES                           | 33.40        |
|                       |      |         |        |                                  | PINK COPY PAPER FOR PATROL                | 20.50        |
|                       |      |         |        |                                  | DEHUMIDIFIER FOR POSTAGE ROOM             | 39.09        |
|                       |      |         |        |                                  | TO REPAIR WEED EATERS                     | 43.58        |
|                       |      |         |        |                                  | ROADSIDE TRASH COLLECTOR FOR COURT PROGR  | 38.77        |
|                       |      |         |        |                                  |                                           | <hr/>        |
|                       |      |         |        |                                  |                                           | 771.29       |
|                       |      |         |        |                                  |                                           |              |
| 09/03/2025            | POOL | 90336   | 4027   | AMAZON CAPITAL SERVICES          | SUPPLIES FOR MAB PARK GRAND OPENING       | 49.11        |
| 09/03/2025            | POOL | 90337   | 4078   | ANCONA CONTROLS, INC.            | ITB 21/22-07 PREVENTITIVE MAINTENANCE ON  | 375.00       |
| 09/03/2025            | POOL | 90338   | 0544   | ANIMAL CARE EQUIPMENT & SERVICES | CAT TONGS, 28 AND 38 INCH                 | 186.32       |
| 09/03/2025            | POOL | 90339   | 3123   | APPLIED CONCEPTS, INC            | RADAR UNIT REPAIRS                        | 757.50       |
| 09/03/2025            | POOL | 90340   | 1930   | ASCAP                            | ANNUAL MUSIC LICENSING FEES OR DOWNTOWN   | 452.33       |



09/03/2025

**CHECK REGISTER FOR CITY OF ROMULUS**  
**CHECK DATE FROM 08/20/2025 - 09/03/2025**

| Check Date | Bank | Check | Vendor | Vendor Name                    | Description                              | Amount    |
|------------|------|-------|--------|--------------------------------|------------------------------------------|-----------|
| 09/03/2025 | POOL | 90341 | 0554   | AT&T                           | ACCT. 734 941-0666 375 3, AUG 22 - SEP 2 | 605.15    |
| 09/03/2025 | POOL | 90342 | 3649   | AUTO VALUE OF ROMULUS          | 25/26 BLANKET PO FOR MISC MECHANIC PURCH | 39.79     |
|            |      |       |        |                                | 25/26 BLANKET PO FOR MISC MECHANIC PURCH | 108.12    |
|            |      |       |        |                                | 25/26 BLANKET PO FOR MISC MECHANIC PURCH | 304.30    |
|            |      |       |        |                                | 25/26 BLANKET PO FOR MISC MECHANIC PURCH | 17.92     |
|            |      |       |        |                                | 25/26 BLANKET PO FOR MISC MECHANIC PURCH | 62.32     |
|            |      |       |        |                                | 25/26 BLANKET PO FOR MISC MECHANIC PURCH | 119.37    |
|            |      |       |        |                                | 25/26 BLANKET PO FOR MISC MECHANIC PURCH | 112.28    |
|            |      |       |        |                                | 25/26 BLANKET PO FOR MISC MECHANIC PURCH | 80.71     |
|            |      |       |        |                                | 25/26 BLANKET PO FOR MISC MECHANIC PURCH | 6.39      |
|            |      |       |        |                                | 25/26 BLANKET PO FOR MISC MECHANIC PURCH | (162.00)  |
|            |      |       |        |                                |                                          | 689.20    |
| 09/03/2025 | POOL | 90343 | 0770   | AXON ENTERPRISE, INC.          | SOLE SOURCE PURCHASE OF TASERS AND HARDW | 28,925.00 |
| 09/03/2025 | POOL | 90344 | 1683   | BAKER & TAYLOR                 | ACCOUNT # 251637 L154147 2 B00000        | 167.09    |
|            |      |       |        |                                | ACCOUNT # 251637 L154147 2 B00000        | 240.66    |
|            |      |       |        |                                |                                          | 407.75    |
| 09/03/2025 | POOL | 90345 | 4325   | BAKER AND ASSOCIATES           | MICHAEL BAKER ECORSE ROAD CORRIDOR VIISI | 11,619.00 |
|            |      |       |        |                                | MICHAEL BAKER ECORSE ROAD CORRIDOR VIISI | 19,621.00 |
|            |      |       |        |                                |                                          | 31,240.00 |
| 09/03/2025 | POOL | 90346 | MISC   | BARBARA ALBERT                 | REFUND OF SIGN PRODUCTION FEE - HONORARY | 50.00     |
| 09/03/2025 | POOL | 90347 | 0064   | BOUND TREE MEDICAL LLC         | 25/26 BLANKET PO - MEDICAL SUPPLIES AND  | 1,102.24  |
|            |      |       |        |                                | 25/26 BLANKET PO - MEDICAL SUPPLIES AND  | 2,358.00  |
|            |      |       |        |                                | 25/26 BLANKET PO - MEDICAL SUPPLIES AND  | 334.08    |
|            |      |       |        |                                | 25/26 BLANKET PO - MEDICAL SUPPLIES AND  | 786.00    |
|            |      |       |        |                                | 25/26 BLANKET PO - MEDICAL SUPPLIES AND  | 1,572.00  |
|            |      |       |        |                                | 25/26 BLANKET PO - MEDICAL SUPPLIES AND  | 1,388.28  |
|            |      |       |        |                                | 25/26 BLANKET PO - MEDICAL SUPPLIES AND  | 280.32    |
|            |      |       |        |                                | 25/26 BLANKET PO - MEDICAL SUPPLIES AND  | 63.57     |
|            |      |       |        |                                | 25/26 BLANKET PO - MEDICAL SUPPLIES AND  | 285.38    |
|            |      |       |        |                                | 25/26 BLANKET PO - MEDICAL SUPPLIES AND  | 33.96     |
|            |      |       |        |                                |                                          | 8,203.83  |
| 09/03/2025 | POOL | 90348 | 1270   | CARLISLE WORTMAN ASSOCIATES    | ORDINANCE SIGN REVISIONS - INV#2179571   | 803.50    |
| 09/03/2025 | POOL | 90349 | 4551   | CHRISTOPHER R. SHEMKE          | MIDC PROGRAM SERVICE CHRISTOPHER SHEMKE  | 1,480.50  |
| 09/03/2025 | POOL | 90350 | 0086   | CINTAS FAS                     | MEDICINE CABINET INSTALL AND STOCK       | 1,383.46  |
| 09/03/2025 | POOL | 90351 | 1172   | CITY OF ROMULUS                | 10202 SHOOK 2025 SUMMER TAXES            | 4,647.96  |
| 09/03/2025 | POOL | 90352 | 0917   | CITY OF WAYNE                  | 36345 VAN BORN RD SW/WF JULY 2025        | 5,317.86  |
| 09/03/2025 | POOL | 90353 | 3709   | CIVICPLUS, INC.                | RECREATION MANAGEMENT EXTERNAL PROCESSOR | 6,300.00  |
| 09/03/2025 | POOL | 90354 | 1980   | COMCAST                        | ACCT # 8529 10 214 0290387, UNIT COURTES | 25.98     |
| 09/03/2025 | POOL | 90355 | 0028   | CONFERENCE OF WESTERN WAYNE    | FISCAL YEAR 2025/2026CWW DUES INVOICE 20 | 5,481.00  |
| 09/03/2025 | POOL | 90356 | 1550   | CQC INC                        | RFP 24/25-07 2 YEAR MAINTENANCE FOR SAD  | 6,320.00  |
| 09/03/2025 | POOL | 90357 | 3209   | CYNTHIA KENNEDY                | BD BOND REFUND 34729 MICHELE             | 200.00    |
| 09/03/2025 | POOL | 90358 | 0584   | DEMCO                          | VISTAFOIL LAMINATE LIBRARY               | 264.49    |
| 09/03/2025 | POOL | 90359 | MISC   | DENNIS JOHNSON                 | ANIMAL BOND SPAY / NEUTER REFUND 9/1/25  | 50.00     |
| 09/03/2025 | POOL | 90360 | 3495   | DOMINION VOTING SYSTEMS, INC.  | 25/26 BLANKET PO FOR ELECTION CODING     | 1,520.00  |
| 09/03/2025 | POOL | 90361 | 3253   | DORRIS BENNETT                 | SEPT 2025 RETIREE HEALTH INS REIMBURSEME | 466.37    |
| 09/03/2025 | POOL | 90362 | 3611   | EAGLE ENGRAVING, INC.          | MABAS AND LOCKER TAGS                    | 28.15     |
| 09/03/2025 | POOL | 90363 | 3298   | ELECTROCYCLE, INC              | FALL COMMUNITY SHRED DAY AND ELECTRONICS | 1,500.00  |
| 09/03/2025 | POOL | 90364 | 4562   | EVAN H. CALLANAN               | MIDC SERVICE HOURS ATTORNEY EVAN CALLANA | 440.00    |
|            |      |       |        |                                | MIDC SERVICE HOURS ATTORNEY EVAN CALLANA | 394.80    |
|            |      |       |        |                                | MIDC SERVICE HOURS ATTORNEY EVAN CALLANA | 440.00    |
|            |      |       |        |                                |                                          | 1,274.80  |
| 09/03/2025 | POOL | 90365 | 3829   | FOSTER BLUE WATER OIL, LLC     | 25/26 INVERTED PO - ITB 19/20-21 2 YEAR  | 60.00     |
|            |      |       |        |                                | 25/26 INVERTED PO - ITB 19/20-21 2 YEAR  | 95.00     |
|            |      |       |        |                                |                                          | 155.00    |
| 09/03/2025 | POOL | 90366 | 3209   | FOUNDATION SYSTEMS OF MICHIGAN | BD PAYMENT REFUND 5894 HEYER             | 300.00    |
| 09/03/2025 | POOL | 90367 | 0951   | GANDOL INC                     | REPAIR AT 35255 GODDARD RD               | 66.60     |

09/03/2025

**CHECK REGISTER FOR CITY OF ROMULUS**  
**CHECK DATE FROM 08/20/2025 - 09/03/2025**

| Check Date | Bank | Check | Vendor | Vendor Name                        | Description                              | Amount           |
|------------|------|-------|--------|------------------------------------|------------------------------------------|------------------|
| 09/03/2025 | POOL | 90368 | 4273   | GEM, INC.                          | LEAK CHECK & REPAIR                      | 8,364.33         |
|            |      |       |        |                                    | WARM IN BUILDING CHECK                   | 1,430.00         |
|            |      |       |        |                                    | ANIMAL SHELTER NE UNIT OFFICE FAN MOTOR  | 492.36           |
|            |      |       |        |                                    | ANIMAL SHELTER NE UNIT OFFICE FAN MOTOR  | 425.97           |
|            |      |       |        |                                    | SENIOR CENTER - REPAIRS FOUND ON PM      | 390.00           |
|            |      |       |        |                                    | DPW - AIR HANDELER 2 ONLY DC 72 DEGREE   | 475.42           |
|            |      |       |        |                                    | DPW - SMELLS LIKE BELT BURNING           | 390.00           |
|            |      |       |        |                                    | CITY HALL - CHAMBER CONFERENCE ROOM & FI | 780.00           |
|            |      |       |        |                                    | FIRE STATION 4 - UNIT 1 FRONT OFFICE DOW | 715.00           |
|            |      |       |        |                                    | SENIOR CENTER - UNIT FROZE UP            | 520.00           |
|            |      |       |        |                                    | OLD COURTHOUSE - EAST SIDE BLD HOT       | 520.00           |
|            |      |       |        |                                    | FIRE STATION 4 - RTU #2 FROZEN           | 958.00           |
|            |      |       |        |                                    | CITY HALL - HP#8 PM REPAIRS              | 1,913.00         |
|            |      |       |        |                                    | CITY HALL - HEAT PUMP 3 LOW ON GAS       | 778.43           |
|            |      |       |        |                                    | CITY HALL - UNIT 6, 8, 12 BLOWING HOT A  | 1,156.00         |
|            |      |       |        |                                    | CITY HALL - HP#6 FINANCE OFFICE PM REPA  | 1,657.50         |
|            |      |       |        |                                    | NEW COURTHOUSE - ISSUES WITH BOILERS     | 780.00           |
|            |      |       |        |                                    | NEW COURTHOUSE - JURY ASSEMBLY RM 83 DEG | 623.14           |
|            |      |       |        |                                    |                                          | <u>22,369.15</u> |
| 09/03/2025 | POOL | 90369 | 0875   | GENERAL FUND                       | AFLAC AUG 2025 3% ADMIN FEE              | 269.76           |
|            |      |       |        |                                    | COLONIAL LIFE AUG 2025 2% ADMIN FEE      | 5.92             |
|            |      |       |        |                                    |                                          | <u>275.68</u>    |
| 09/03/2025 | POOL | 90370 | 0128   | GIARMARCO, MULLINS, & HORTON, PC   | 70085-008B DPW DEPARTMENT JULY 25        | 816.00           |
| 09/03/2025 | POOL | 90371 | 4422   | GLOBAL COMPLIANCE NETWORK          | HR TRAINING VIDEOS RENEWAL               | 1,400.00         |
| 09/03/2025 | POOL | 90372 | 0631   | GORDON FOOD SERVICE, INC.          | SUPPLIES FOR MAB PARK OPENING            | 123.88           |
|            |      |       |        |                                    | MOVIES IN OUR COMMUNITY EVENT            | 14.99            |
|            |      |       |        |                                    |                                          | <u>138.87</u>    |
| 09/03/2025 | POOL | 90373 | 0338   | GRAINGER INC.                      | 25/26 BLANKET PO - GRAINGER - MISC. MAI  | 54.78            |
| 09/03/2025 | POOL | 90374 | 3264   | GREAT LAKES WATER AUTHORITY        | ACCT # 100-2451-W WATER USAGE/FIXED CHAR | 406,658.53       |
| 09/03/2025 | POOL | 90375 | 3264   | GREAT LAKES WATER AUTHORITY        | 300-2451-S INDUSTRIAL WASTE CONTROL FOR  | 855.83           |
| 09/03/2025 | POOL | 90376 | MISC   | GREG STANO                         | PARK RENTAL DEPOSIT 93017030             | 50.00            |
| 09/03/2025 | POOL | 90377 | 4130   | HURON RIVER WATERSHED COUNCIL      | 2025 ALLIANCE OF DOWNRIVER WATERSHEDS AS | 37,826.07        |
| 09/03/2025 | POOL | 90378 | 4032   | HUTSON INC OF MICHIGAN             | JOHN DEERE REPAIR PARTS                  | 192.06           |
|            |      |       |        |                                    | JOHN DEERE REPAIR PARTS                  | 156.20           |
|            |      |       |        |                                    |                                          | <u>348.26</u>    |
| 09/03/2025 | POOL | 90379 | 3209   | INFINITY CONSTRUCTION SERVICES LLC | BD BOND REFUND 31735 PINE VALLEY         | 500.00           |
| 09/03/2025 | POOL | 90380 | MISC   | ISAIAH BRANCH                      | PARK RENTAL DEPOSIT 88790269             | 50.00            |
| 09/03/2025 | POOL | 90381 | MISC   | JACOB DURAN                        | COLLEGE TUITION REIMBURSEMENT            | 1,212.00         |
| 09/03/2025 | POOL | 90382 | 1896   | JAM BEST ONE FLEET SERVICE         | CSD DIRECTOR - KEVIN KRAUSE              | 1,434.00         |
|            |      |       |        |                                    | ITB 24/25-14 LOW STOCK TIRES             | 1,026.30         |
|            |      |       |        |                                    | POLICE TIRES - LOW STOCK                 | 959.12           |
|            |      |       |        |                                    |                                          | <u>3,419.42</u>  |
| 09/03/2025 | POOL | 90383 | MISC   | JESSICA THOMAS                     | PARK RENTAL DEPOSIT 93572993             | 50.00            |
| 09/03/2025 | POOL | 90384 | 3820   | K-M LAW PLLC                       | MIDC SERVICE HOURS ATTORNEY KRYSTAL-MARI | 850.50           |
| 09/03/2025 | POOL | 90385 | MISC   | LENA MCINTEE                       | PARK RENTAL DEPOSIT 89722784             | 50.00            |
| 09/03/2025 | POOL | 90386 | 3209   | Mannik Smith Group                 | BD PAYMENT REFUND 16900 WAHRMAN          | 1,600.69         |
| 09/03/2025 | POOL | 90387 | 2666   | MAURER'S TEXTILE RENTAL SERVICES   | 25/26 INVERTED PO - ITB 21/22-17 UNIFORM | 19.38            |
|            |      |       |        |                                    | 25/26 INVERTED PO - ITB 21/22-17 UNIFORM | 19.38            |
|            |      |       |        |                                    | 25/26 INVERTED PO - ITB 21/22-17 UNIFORM | 19.38            |
|            |      |       |        |                                    | 25/26 INVERTED PO - ITB 21/22-17 UNIFORM | 19.38            |
|            |      |       |        |                                    | 25/26 INVERTED PO FOR EMPLOYEE UNIFORM E | 28.62            |
|            |      |       |        |                                    | 25/26 INVERTED PO FOR EMPLOYEE UNIFORM E | 143.39           |
|            |      |       |        |                                    | 25/26 INVERTED PO FOR EMPLOYEE UNIFORM E | 143.39           |
|            |      |       |        |                                    | 25/26 INVERTED PO FOR EMPLOYEE UNIFORM E | 25.00            |
|            |      |       |        |                                    | 25/26 INVERTED PO FOR EMPLOYEE UNIFORM E | 25.00            |
|            |      |       |        |                                    | 25/26 INVERTED PO FOR EMPLOYEE UNIFORM E | 28.62            |
|            |      |       |        |                                    | 25/26 INVERTED PO FOR EMPLOYEE UNIFORM E | 1.57             |
|            |      |       |        |                                    | 25/26 INVERTED PO FOR EMPLOYEE UNIFORM E | 1.57             |
|            |      |       |        |                                    |                                          | <u>474.68</u>    |

09/03/2025

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| Check Date | Bank | Check | Vendor | Vendor Name                      | Description                               | Amount           |
|------------|------|-------|--------|----------------------------------|-------------------------------------------|------------------|
| 09/03/2025 | POOL | 90388 | 0088   | MESSENGER PRINTING SERVICE INC.  | BUILDING DEPT SUPPLIES                    | 397.00           |
|            |      |       |        |                                  | BUILDING DEPT SUPPLIES                    | <u>97.00</u>     |
|            |      |       |        |                                  |                                           | 494.00           |
| 09/03/2025 | POOL | 90389 | 3988   | METRO ALARM SYSTEMS LLC          | FY25/26- FIRE MONITORING SERVICES & ANNU  | 98.97            |
| 09/03/2025 | POOL | 90390 | 2084   | MICHIGAN ASSOCIATION OF PLANNING | MICHIGAN ASSOCIATION OF PLANNING ANNUAL C | 440.00           |
|            |      |       |        |                                  | MICHIGAN ASSOCIATION OF PLANNING ANNUAL C | 440.00           |
|            |      |       |        |                                  | MICHIGAN ASSOCIATION OF PLANNING ANNUAL C | <u>440.00</u>    |
|            |      |       |        |                                  |                                           | 1,320.00         |
| 09/03/2025 | POOL | 90391 | 1589   | MICHIGAN DOWNTOWN ASSOCIATION    | MEMBERSHIP DUES 10/1/2025-10/1/2026       | 650.00           |
| 09/03/2025 | POOL | 90392 | 0427   | MIDWEST TAPE                     | CUSTOMER # 2000005771 BOOKS               | 68.23            |
|            |      |       |        |                                  | CUSTOMER # 2000005771 BOOKS               | 68.97            |
|            |      |       |        |                                  | CUSTOMER # 2000005771 BOOKS               | <u>26.99</u>     |
|            |      |       |        |                                  |                                           | 164.19           |
| 09/03/2025 | POOL | 90393 | 3209   | MR ROOF HOLDING COMPANY LLC      | BD PAYMENT REFUND 16829 ABERDEEN          | 195.00           |
| 09/03/2025 | POOL | 90394 | 0442   | NORTHSIDE TRUE VALUE HARDWARE    | 25/26 BLANKET PO FOR MISC BUILDING MAINT  | 38.56            |
|            |      |       |        |                                  | 25/26 BLANKET PO FOR KEY, LOCK, & MISC.   | 8.98             |
|            |      |       |        |                                  | 25/26 BLANKET PO FOR KEY, LOCK, & MISC.   | <u>7.26</u>      |
|            |      |       |        |                                  |                                           | 54.80            |
| 09/03/2025 | POOL | 90395 | 3917   | NYE UNIFORM CO                   | ITB 23/24-12 INVERTED FIREFIGHTER UNIFOR  | 91.50            |
| 09/03/2025 | POOL | 90396 | 0744   | OFFICE DEPOT, INC.               | FILE TOTES WITH LID FOR NOVEMBER ELECTIO  | 81.95            |
| 09/03/2025 | POOL | 90397 | 0736   | ORCHARD, HILTZ & MCCLIMENT       | ROMULUS ATHLETIC CENTER COURTYARD & IMPO  | 17,843.75        |
|            |      |       |        |                                  | ROMULUS ATHLETIC CENTER COURTYARD & IMPO  | <u>11,578.75</u> |
|            |      |       |        |                                  |                                           | 29,422.50        |
| 09/03/2025 | POOL | 90398 | 4509   | ORKIN PEST CONTROL               | FIRE 4 - DRAIN TREATMENT THROUGH DECEMBE  | 155.00           |
|            |      |       |        |                                  | FIRE 4 - DRAIN TREATMENT THROUGH DECEMBE  | <u>155.00</u>    |
|            |      |       |        |                                  |                                           | 310.00           |
| 09/03/2025 | POOL | 90399 | 1131   | OUTDOOR EXPERTS, INC             | FIELD CUTTING CITY PROPERTIES - JULY 20   | 1,105.40         |
| 09/03/2025 | POOL | 90400 | 0388   | P.K. CONTRACTING INC.            | ITB - 22/23-26 ANNUAL TRAFFIC PAVEMENT    | 7,231.50         |
| 09/03/2025 | POOL | 90401 | 2139   | PAMAR ENTERPRISES INC            | ITB 24/25-09 INKSTER & ECORSE WATERMAIN   | 66,999.60        |
| 09/03/2025 | POOL | 90402 | MISC   | PASTOR MARK ZOCKHEEM             | PARK RENTAL DEPOSIT 86266626              | 50.00            |
| 09/03/2025 | POOL | 90403 | 2960   | PHOENIX SAFETY OUTFITTERS, LLC.  | LION PARTICULATE BLOCKING HOODS           | 605.00           |
| 09/03/2025 | POOL | 90404 | 3959   | PRETTY FACE CLEANING SERVICES    | GROWTH WORKS 34TH DISTRICT COURT          | 200.00           |
| 09/03/2025 | POOL | 90405 | 0234   | PRIORITY ONE EMERGENCY           | ANNUAL UNIFORMS                           | 95.99            |
|            |      |       |        |                                  | ANNUAL UNIFORMS                           | 95.99            |
|            |      |       |        |                                  | ANNUAL UNIFORMS                           | <u>758.89</u>    |
|            |      |       |        |                                  |                                           | 950.87           |
| 09/03/2025 | POOL | 90406 | 3117   | QUADIENT LEASING USA INC         | PIGGYBACK MIDEAL #171180000000009 IX-7 S  | 1,107.54         |
| 09/03/2025 | POOL | 90407 | MISC   | QUEEN, DAN                       | REF SEVER WATER @ 12175 HANNAN            | 776.32           |
| 09/03/2025 | POOL | 90408 | 1952   | RITTER GIS, INC.                 | 25/26 INVERTED PO GIS SUPPORT SERVICES    | 340.00           |
|            |      |       |        |                                  | 25/26 INVERTED- GIS SUPPORT SERVICES 7/0  | <u>3,485.00</u>  |
|            |      |       |        |                                  |                                           | 3,825.00         |
| 09/03/2025 | POOL | 90409 | 3209   | ROMULUS MI (15675 WAHRMAN) LLC   | BD PAYMENT REFUND 15525 WAHRMAN           | 2,193.00         |
| 09/03/2025 | POOL | 90410 | 2419   | SCADA                            | RTU #196 HOT BOX                          | 2,083.30         |
| 09/03/2025 | POOL | 90411 | 4040   | STAPLES                          | DYMO LABELS FOR ISB & PROPERTY ROOM       | 58.68            |
|            |      |       |        |                                  | STORAGE BINS FOR AVCB                     | 51.99            |
|            |      |       |        |                                  | OFFICE SUPPLIES FOR PLANNING DEPT.        | 22.86            |
|            |      |       |        |                                  | OFFICE SUPPLIES FOR PLANNING DEPT.        | 66.29            |
|            |      |       |        |                                  | Inventory Order                           | <u>408.60</u>    |

09/03/2025

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| Check Date                  | Bank | Check | Vendor | Vendor Name                | Description                              | Amount       |
|-----------------------------|------|-------|--------|----------------------------|------------------------------------------|--------------|
|                             |      |       |        |                            |                                          | 608.42       |
| 09/03/2025                  | POOL | 90412 | 1127   | STATE OF MICHIGAN          | DISBURSE 2025 C.T FOR AUGUST 1-15, 2025  | 162,100.87   |
| 09/03/2025                  | POOL | 90413 | 0503   | STERICYCLE, INC.           | 25/26 BLANKET PO FOR REMOVAL OF MEDICAL  | 24.46        |
| 09/03/2025                  | POOL | 90414 | 1739   | THE LIBRARY NETWORK        | ACCOUNT # ROMS #22                       | 936.76       |
| 09/03/2025                  | POOL | 90415 | 3446   | ULINE, INC.                | REPLACEMENT CHAIR FOR COMMAND            | 415.25       |
| 09/03/2025                  | POOL | 90416 | 2406   | VANCE OUTDOORS, INC        | PIGGYBACK MI STATE CONTRACT #071B6600126 | 4,219.01     |
| 09/03/2025                  | POOL | 90417 | 0885   | WAYNE COUNTY LAND BANK     | DISBURSE 2025 C.T. FOR AUGUST 1-15, 2025 | 281.60       |
| 09/03/2025                  | POOL | 90418 | 0601   | WEX BANK                   | INVERTED PO FY 25/26 ACCT 0462-00-398910 | 19,605.27    |
| 09/03/2025                  | POOL | 90419 | 0006   | WICKHAM HOTEL BUSINESS INC | UB refund for account: 026147            | 99.57        |
| 09/03/2025                  | POOL | 90420 | 0651   | WM CORPORATE SERVICES, INC | 25/26 INVERTED PO FOR RESIDENT DUMP PASS | 1,135.20     |
| POOL TOTALS:                |      |       |        |                            |                                          |              |
| Total of 101 Checks:        |      |       |        |                            |                                          | 2,967,996.77 |
| Less 0 Void Checks:         |      |       |        |                            |                                          | 0.00         |
| Total of 101 Disbursements: |      |       |        |                            |                                          | 2,967,996.77 |

| Department     | Transactions | Total Amount | Total Fuel Amount | Rebate   | Total Invoice |
|----------------|--------------|--------------|-------------------|----------|---------------|
| ANIMAL CONTROL | 2            | \$101.01     | 128.23            |          |               |
| Building Dept  | 17           | \$523.92     | 653.34            |          |               |
| CITY HALL      | 11           | \$445.22     | 553.04            |          |               |
| DPW            | 132          | \$6,206.53   | 7765.98           |          |               |
| FIRE           | 65           | \$3,512.45   | 4311.91           |          |               |
| Mayor's Office | 1            | \$36.98      | 46.8              |          |               |
| ORDINANCE      | 5            | \$166.32     | 207.83            |          |               |
| POLICE         | 394          | \$8,466.61   | 10545.06          |          |               |
| SENIORS        | 12           | \$596.58     | 753.43            |          |               |
|                | 639          | \$20,055.62  | 24965.62          | \$450.35 | \$19,605.27   |

City hall includes employees without a defined department.

5 Transactions by Kevin Krause, 2 by Jerry Frayer. 3 by Sean Mullins, and 1 Roger Kadau.





# *City of Romulus*

## *Communication*

Council Meeting Held:  
Item No. 12

**September 8, 2025**

**Councilperson Abdo:** \_\_\_\_\_

\_\_\_\_\_

**Councilperson Barden:** \_\_\_\_\_

\_\_\_\_\_

**Councilperson Crout:** \_\_\_\_\_

\_\_\_\_\_

**Councilperson Jones:** \_\_\_\_\_

\_\_\_\_\_

**Councilperson Roscoe:** \_\_\_\_\_

\_\_\_\_\_

**Councilperson Talley:** \_\_\_\_\_

\_\_\_\_\_

**Councilperson Wadsworth:** \_\_\_\_\_

\_\_\_\_\_



# *City of Romulus*

## *Adjournment*

Council Meeting Held:

**September 8, 2025**

Item No. 13

**General Description:** \_\_\_\_\_

**Resolution No.** \_\_\_\_\_

|              |      |        |       |       |        |        |           |
|--------------|------|--------|-------|-------|--------|--------|-----------|
| Moved by:    | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| Seconded by: | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |

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|          |     |      |        |       |       |        |        |           |
|----------|-----|------|--------|-------|-------|--------|--------|-----------|
| Ayes:    | All | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| Nays:    | All | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |
| Abstain: | All | Abdo | Barden | Crout | Jones | Roscoe | Talley | Wadsworth |

MOTION CARRIED  
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED