

Southgate City Council Agenda

Council Chambers

14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday January 4, 2023

6:30pm

Work Study Session

1. Officials Reports
2. Discussion of Agenda Items

7:00 pm

Regular Meeting

Pledge of Allegiance

Roll Call:

Colovos, Farrah, George, Graziani, Kuspa, Rauch, Zamecki

Minutes:

1. Work Study Session Minutes dated December 21, 2022
2. Regular City Council Meeting Minutes dated December 21, 2022

Scheduled Persons in the Audience:

Consideration of Bids:

Scheduled Hearings:

Communications "A" –

1. Memo from Administrator; Re: Purchase of Replacement Parts of Heating Units at City Hall
2. Memo from Administrator; Re: Resolution for Wayne County ARPA Funding for Southgate Tower Park and Pedestrian Bridge Project
- 3.

Communications "B" – (Receive and File)

Ordinances:

1. Second Reading: Proposed Changes to Ordinance 1468.99

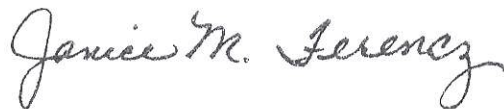
Old Business:

New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant #1464 \$853,603.74

Adjournment:



Janice M. Ferencz, City Clerk

City Council

Work Study Session

December 21, 2022

An Informal Meeting of the Council of the City of Southgate was held on December 21, 2022 at 6:30 P.M. and called to order by Council President Zoey Kuspa.

Present: Bill Colovos, Christian Graziani, Zoey Kuspa, Phil Rauch

Absent: *Mark Farrah, *Karen George, *Dale Zamecki, *excused

Also Present: Mayor Joseph G. Kuspa, City Attorney Amelia Zelenak, City Administrator Dan Marsh, City Treasurer Chris Rollet, City Clerk Janice Ferencz, Public Safety Director Joe Marsh, Police Chief Mark Mydlarz, Fire Chief Marc Hatfield, DPS Director Kevin Anderson, Building Inspections Director Tim Leach, Parks & Recreation Director Julie Goddard

Discussed the following agenda items:

- Bid for Automotive Parts
- City of Southgate/Act 345 Litigation/Status Update
- Storm Water Management for Staybridge Suites
- Waiver of Bid for Central Records Access Control System
- Waiver of bid for PD Panasonic Toughbooks FZ-55
- Ordinance updates to Section 1468.99

This meeting ended at 6:47 pm.

City of Southgate

Regular City Council Meeting

December 21, 2022

A Regular Meeting of the Council of the City of Southgate was held on Wednesday, December 21, 2022 in the Southgate City Hall Council Chambers and was called to order at 7:00 PM by Council President Zoey Kuspa.

This meeting began with the Pledge of Allegiance, followed by roll call.

Present: Bill Colovos, Christian Graziani, Zoey Kuspa, Phil Rauch
Absent: *Mark Farrah, *Karen George, *Dale Zamecki, *excused

Also Present: Mayor Joseph G. Kuspa, City Attorney Amelia Zelenak, City Administrator Dan Marsh, City Clerk Janice Ferencz, City Treasurer Chris Rollet, Public Safety Joe Marsh, Police Chief Mark Mydlarz, Fire Chief Marc Hatfield, DPS Director Kevin Anderson, Building Inspections Director Tim Leach, Parks & Recreation Director Julie Goddard

Minutes:

Moved by Rauch, supported Colovos, RESOLVED, that the minutes of the City Council Work Study Session dated December 7, 2022 be approved as presented. Carried unanimously.

Moved by Rauch, supported by Graziani, RESOLVED, that the minutes of the Regular City Council Meeting dated December 7, 2022 be approved as presented. Carried unanimously.

Consideration of Bids:

1. Letter from Mayor; Re: Bid for Automotive Parts moved by Colovos, supported by Rauch, RESOLVED that the Southgate City Council awards the bid for OEM Automotive Parts to Southgate Ford (16501 Fort St, Southgate, MI 48195) for a two year period. BE IT FURTHER RESOLVED THAT sufficient funds are available in the Public Garage Departmental Budget to cover costs.

Motion carried unanimously.

Communications "A":

1. Letter from Labor Attorney; Re: City of Southgate/Act 345 Litigation/Status Update moved by Colovos, supported by Rauch, RESOLVED that the Southgate City Council hereby agrees with the Attorney's recommendation to approve an additional amount up to \$17,000 to cover costs associated with Miller Canfield (150 West Jefferson, Suite 2500, Detroit, MI 48226) representing the City of Southgate for the Act 345 Litigation.

Motion carried unanimously.

2. Memo from Administrator; Re: Resolution for Storm Water Management for Staybridge Suites moved by Rauch, supported by Graziani, RESOLVED that the Southgate City Council hereby adopt the resolution approving the City of Southgate, Permit no. M-50867 for the long term maintenance of storm water management system to keep Staybridge Suites and the City of Southgate in compliance with the Wayne County Storm Water Ordinance:

WHEREAS, chapter 7 of the Wayne County Storm Water Management Ordinance ("Wayne county Ordinance"), requires storm water management systems to be maintained in perpetuity to ensure that the system functions properly as designed:

Regular City Council Meeting

December 21, 2022

WHEREAS, Rule 1001 of the Wayne County Storm Water Management Administrative Rules ("Administrative Rules") requires applicants for storm water construction approval to submit long-term maintenance plans as part of an application for storm water construction.

WHEREAS, Stellar Hospitality, LLC ("Developer") has applied to the Wayne County Department of Public Services for a storm water construction approval with respect to the project named Staybridge Suites ("Project") located on the west side of Reeck Road north of Northline Road and south of Goddard Road in the city of Southgate, Wayne County, Michigan.

WHEREAS, Developer's application for Storm Water construction approval was assigned permit review number R18-173.

WHEREAS, Developer submitted a plan to the County and the City of Southgate entitled Staybridge Suites ("Plan") for long-term maintenance of the storm water management system(s) as the Project pursuant to Rule 801, which Plan has been tentatively approved by the County pending issuance of this resolution and has been accepted by the City of Southgate; and

WHEREAS, the City of Southgate has agreed to assume jurisdiction over and accepts responsibility for long term maintenance of storm water management system(s) at the Project Pursuant to the Wayne County Ordinance, the Administrative Rules, the Plan, and the Storm Water construction approval issued by Wayne County;

BE IT FURTHER RESOLVED, that the approval be and is hereby granted, authorizing Mayor Joseph G. Kuspa to execute, on behalf of the City of Southgate, Permit No. M-50867 for long-term maintenance of storm water management system issued by Wayne County for the Project.

Motion carried unanimously.

3. Memo from Administrator; Re: Rezoning at 13870 Fort St moved by Rauch, supported by Colovos, RESOLVED THAT the Southgate City Council concur with the Plan Commission and Administration's recommendation to rezone .10 acre parcel at 13870 Fort St. from R-1B (One Family Residential) to P-1 (Vehicular Parking).

Motion carried unanimously.

4. Letter Mayor; Re: Purchase of Central Records Access Control System (Waiver) moved by Colovos, supported by Rauch, RESOLVED THAT the Southgate City Council waives the bid procedure and authorizes purchase of PD Central Records Access Control System to D/A Central (13155 Cloverdale, Oak Park, MI 48237) in the amount of \$2,567.43.

Motion carried unanimously.

5. Letter from Mayor; Re Purchase of PD Panasonic Toughbooks FZ-55 (Waiver) moved by Rauch, supported by Colovos, RESOLVED THAT the Southgate City Council hereby cancels the original order of 15 Panasonic Toughbook 55 in-car computers/docking stations from resolution no. 69-22 and waives the bid procedure authorizing purchase of 15 Panasonic Toughbook FZ-55 in-car computers to Rugged Depot (27060 Decker Prairie-Rosehill Rd, Magnolia TX 77355) in the amount of \$41,680.

Motion carried unanimously.

Regular City Council Meeting
December 21, 2022

Ordinances:

1. Memo from Administrator; Re: First Reading of Proposed Changes to Ch. 1468, Section 1468.99 the first reading of proposed changes to Ch. 1468, Residential Exterior Inspections upon Transfer, Section 1468.99 (Penalty) was given, no action was taken.

Unscheduled Persons in Audience:

1. Stephen Estey from Epic Property Management discussed section 1422.03 (d) inspections of rentals.

Claims and Accounts:

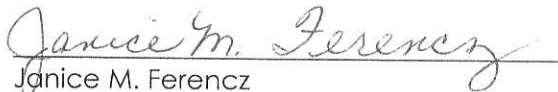
Moved by Graziani, supported by Rauch, RESOLVED, that Claims and Accounts be paid as outlined on Warrant #1463 for \$2,189,105.68.

Motion carried unanimously.

Adjournment:

Moved by Rauch, supported by Colovos, RESOLVED THAT this Regular Meeting of the Southgate City Council be adjourned at 7:20 P.M. Carried unanimously.

Zoey Kuspa
Council President


Janice M. Ferencz
City Clerk

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

BILL COLOVOS

MARK FARRAH


KAREN E. GEORGE

PHILLIP J. RAUCH

DALE W. ZAMECKI

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator 

Date: December 28, 2022

Re: Purchase of Replacement Parts of Heating Units at City Hall

Flo-Aire recently investigated heating issues within the City Hall building. They found that Unit 104 has failed and is in need of a blower motor, and the heat exchanger in Unit 103 is cracked and must be replaced. Unit 104 provides heat to the lobby and bathrooms, and Unit 103 provides heat to the lower office spaces.

The Administration recommends the approval of the quoted repairs.

If you have any questions, please contact me. Thank you

~~FLO-AIRE~~

Heating, Cooling & Electrical

(734) 285-1809

**15761 Eureka Road
Southgate, MI 48195**

PROPOSAL SUBMITTED TO City of Southgate		PHONE 734-258-3010	DATE December 22, 2022
STREET 14400 Dix Toledo		JOB NAME	
CITY, STATE, AND ZIP CODE Southgate, MI 48195		JOB LOCATION	
E-MAIL kanderson@ci.couthgate.mi.us	DATE OF PLANS	jstacy@southgatemi.gov	JOB PHONE

We hereby submit specifications and estimates for:

Unit 104: Lobby:

Has bad indoor blower motor; We will replace bad indoor blower motor and repair wires in unit;

JOB COMPLETE - - - - \$2,170.00

1-2 Business Days to get

Unit 103: Building Department:

Has bad heat exchanger; We will replace bad heat exchanger;

JOB COMPLETE - - - - \$4,200.00

5-7 Business Days to get once ordered

We will credit repairs from 12/19/22

Note: We have not billed for Mondays service (12/19/22) and will make that a no charge service call;

Note: Due to global pricing continuing to escalate, price will only be good for 15 days.

Note: For full warranty see Mfg. warranty statement in equipment instructions.

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Dollars \$

Payment to be made as follows:

Balance due upon completion of job

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized

Signature _____

Cory Beesley

Note: This proposal may be withdrawn by us if not accepted within

15 days.

ACCEPTANCE of Proposal -The above prices, specifications & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Signature _____

Signature _____

Date of Acceptance: _____

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

BILL COLOVOS

MARK FARRAH

KAREN E. GEORGE

PHILLIP J. RAUCH

DALE W. ZAMECKI

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator 

Date: December 28, 2022

Re: Resolution for Wayne County ARPA Funding for Southgate Tower Park and Pedestrian Bridge Project

The Administration is pleased to present Council the attached Intergovernmental Agreement (IGA) for the City to receive ARPA funding from Wayne County for a new public park and pedestrian bridge at the Southgate Tower site. The IGA provides the City with up to \$5,000,000 in Wayne County ARPA funds for the project.

The proposed park and pedestrian bridge will be a transformative addition to the community. The park itself will be located on the western side of the Southgate Tower property. A diagram of the proposed park is included in your packet. The park design includes pickleball courts, a walking path, an outdoor fitness circuit, putting greens, pavilions, and extensive landscaping. Additionally, the project includes a pedestrian bridge that will span Trenton Rd. increasing accessibility to the new park space, and connectivity to the Kiwanis Train Park.

The City has been working closely with Alex Begin from Southgate Tower LLC. and his design team on this project. If this project is approved by the Wayne County Commission, the City will be responsible to administer the project. As work is completed, invoices will be submitted to Wayne County and funds will be released back to the City to pay for the invoices.

The Administration is recommending the approval of the attached resolution for the IGA. Should City Council approve the attached resolution, the project will be voted on by the Wayne County Commission in late January or early February.

If you have any questions, please contact me.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
CHARTER COUNTY OF WAYNE
AND
CITY OF SOUTHGATE
FOR
SOUTHGATE TOWER PARK PROJECT

Commission Approval through October 31, 2025
SOUTHGATE TOWER PROJECT SLFRF
REVENUE REPLACEMENT
American Rescue Plan Act of 2021 – State and Local Fiscal Recovery Funds

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CHARTER COUNTY OF WAYNE AND CITY OF SOUTHGATE
FOR SOUTHGATE TOWER PROJECT**

THIS AGREEMENT is made by and between Wayne County, whose address is the Wayne County Building, 500 Griswold, Detroit, Michigan 48226 (hereinafter the “**County**”) and City of Southgate, a Michigan municipal corporation, having its principal office at 14400 Dix Toledo Hwy., Southgate, MI. 48195 (hereinafter the “**Community**”) for the SOUTHGATE TOWER PROJECT (“the Project”) in an amount not to exceed **FIVE MILLION DOLLARS (\$5,000,000.00)** (“**Agreement**”). The term of this Agreement shall commence upon County Commission Approval and extend to October 31, 2025.

The parties agree as follows:

MUTUAL UNDERSTANDINGS

This Agreement is made with reference to the following facts, among others:

- A.** Wayne County has entered into a grant agreement with the United States Department of the Treasury and been allocated Three Hundred Thirty-Nine Million Seven Hundred Eighty-Nine Thousand Three Hundred Seventy Dollars and Zero Cents (\$339,789,370.00) in specially allocated State and Local Fiscal Recovery Funds (“SLFRF”) funds under the American Rescue Plan Act of 2021 (“ARPA”) to respond to the global COVID-19 Crisis.
- B.** The SLFRF program provides governments across the country with the resources needed to:
 - Fight the pandemic and support families and businesses struggling with its public health and economic impacts
 - Maintain vital public services, even amid declines in revenue resulting from the crisis
 - Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity
- C.** The County continues to have individuals and households negatively affected by the pandemic and individuals within households trying to obtain, maintain, and stabilize gainful employment due to the pandemic.
- D.** Under ARPA and the Final Rule covering SLFRF, the County, as the recipient of SLFRF funds, may use the SLFRF funds for the provision of government services up to the County’s revenue loss due to the negative consequences of the pandemic.
- E.** The County has determined that it is in the best interest of the community to provide financial assistance to the Project using a portion of the SLFRF funds to provide stability and sustainability for the Project, as described herein, in Wayne County, which has been impacted by the COVID-19 pandemic.

- F. The goal of the Project is to provide Project Funds to the Community to support the work outlined in the **Scope of Work attached hereto as EXHIBIT A.**
- G. The Community has applied to the County for funding for the Project in an amount not to exceed **FIVE MILLION DOLLARS (\$5,000,000.00) (“Project Funds”)** to achieve the goals and actions in the Scope of Work.
- H. County approves the Project Funds to the Community pursuant to the terms and conditions of this Agreement.

ARTICLE I

PROJECT DESCRIPTION

1.01 The use of Project Funds is designed to further the County’s governmental purposes. The Community may only use Project Funds for eligible activities covered by this Agreement. The Community’s Scope of Work outlining the eligible use or uses of Project Funds is attached hereto as **EXHIBIT A.**

ARTICLE II

DEFINITIONS

- 2.01 **“Contractor or Subcontractor”** shall mean those vendors selected by the Community, pursuant to federal regulations, as eligible vendors to provide supplies and services outlined in this Agreement.
- 2.02 **“OMB”** shall mean the Federal Office of Management and Budget.
- 2.03 **“Project”** shall mean the SOUTHGATE TOWER PROJECT (the “Project”), as outlined in **EXHIBIT A** and supported by the Project Funds.
- 2.04 **“Intergovernmental Agreement”** or **“Agreement”** shall mean this agreement between the County of Wayne and Community.

ARTICLE III

PROJECT TERM

3.01 Project Timeline. The term of this agreement shall commence upon approval by the Wayne County Commission and terminate on October 31, 2025. Community shall spend no less than 70% of the Project Funds being provided under this Agreement for eligible activities and beneficiaries by October 31, 2024 and the remainder of the Project Funds by October 31, 2025. If Community has failed to expend 70% of the Project Funds by October 31, 2024, the County will have the option to terminate the Agreement at that time and re-purpose any remaining Project Funds.

ARTICLE IV
SCOPE OF WORK AND DISBURSEMENT OF FUNDS

4.01 Eligible Activities. The Community will be responsible for administering the Project for the County as specified in EXHIBIT A, Scope of Work. The Community will administer all tasks in connection with these activities in compliance with all applicable Federal, State, and local laws, rules and regulations governing these funds, and in a manner satisfactory to the County. Project Funds must be used for eligible activities for revenue replacement funds as described in the SLFRF final rules, regulations, and guidance. The eligible activities approved under this Agreement for use of Project Funds are covered in EXHIBIT A, which is attached hereto and incorporated herein by reference.

4.02 Responsibilities of Community. The Community shall:

- (a) perform all engineering tasks, including but not limited to preliminary engineering, construction engineering, quality assurance and control testing.
- (b) be responsible for all contract bidding, awarding of the contract, and administration of the contract.
- (c) be responsible for any additional costs to the Project apart from the Project Funds, from whatever source available to ensure completion of the Project, understanding that the County is not responsible for any costs above the Project Funds amount.

4.03 Goals and Objectives. In addition to the general SLFRF laws, rules, and regulations, Recipient will monitor the performance of the Community against the standards contained in the Scope of Work in EXHIBIT A. Substandard performance shall mean contract performance not meeting industry standards, as determined in the sole discretion of the County, will constitute non-compliance with this Agreement. County will provide Community with a Notice of Default under the terms and conditions of this Agreement. If Community fails to take corrective action within thirty (30) days of the Notice of Default that is satisfactory within the discretion of the County, the County may terminate this Agreement and all Project funding shall be halted. In such cases, the Community must promptly return any unused Project Funds to the County.

4.04 Fund Disbursement. The Community may request payment for eligible activities no more than once a month through a properly submitted written invoice with accompanying required documentation and reporting to substantiate that the Project Funds were obligated in an eligible manner. No funds will be disbursed until all required reports and substantiating documentation are submitted. Project Funds will be disbursed in the following manner:

- (a) All Project Funds will be disbursed on a reimbursement basis within 30 days of proper presentation by Community, and receipt by County, of a written invoice or invoices supported by accompanying documentation satisfactory to the County to ensure that the Project Funds reimbursement being sought was for funds that were used for eligible activities in an eligible manner in accordance with the Scope of Work and applicable laws, rules, and regulations.
- (b) Community will invoice County for any reimbursements at most once a month.

- (c) Community shall submit invoices and supporting documentation via email as required and specified by the County, with an attestation by the Community's engineer that the submission is correct and accurate.

4.05 Relationship of Parties. Relationship of the Community to the County is, and will continue to be, that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor, subgrantee or employee as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. The Community agrees to hold the County harmless and indemnify it from any claims related to the Project, as well as any related costs or expenses incurred by the County resulting from any and all claims of any kind related to the Project, whether at equity or at law.

4.06 Disputes Regarding Services. If there is any dispute between the parties regarding the extent, character and quality of the services to be performed by the Community pursuant to the Scope of Work contained in EXHIBIT A, the interpretation and determination of the County shall govern such disputes.

4.07 No Waiver of Rights. All services for which Project Funds are sought are subject to review and approval of the County for completeness and fulfillment of the requirements of this Agreement. Neither the County's review, approval, or payment for any of the services shall be construed to operate as a waiver of any rights under the Agreement, and the Community shall be and remain liable in accordance with the applicable law for all damages to the County caused by the Community's negligent performance or nonperformance of any of the work outlined in Exhibit A.

4.08 Use of Wayne County Businesses and Involvement of County. In order to fulfill the purpose of stimulating economic growth in Wayne County, where practicable and to the extent permitted by federal law and regulations, Community will facilitate the use of businesses based in Wayne County to complete the Project and shall include the opportunity for a representative of Wayne County to participate in any committee that evaluates the bids or proposals of prospective vendors to be utilized for the Project.

ARTICLE V

RECORDS, REPORTS, AND DATA

5.01 Records to be Maintained. Community shall maintain all records related to the Project funded under this Agreement. Such records shall include, but not be limited to:

- (a) Records documenting the selection process for all vendors.
- (b) Records providing a full description of each activity undertaken.
- (c) Records related to all aspects of the services performed under this Agreement and as described in the Scope of Work

- (c) Financial records of all disbursements to partner organizations, vendors, and beneficiaries.
- (e) Records and reports (including those pertaining to race, ethnicity, gender, and disability status data) that Treasury may require within the timeframe required.

5.02 Record Retention. Community shall retain all records specified in Section 5.01 hereof and any costs and expenses incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, if any, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any individual serviced under the terms of this Agreement must be kept for five (5) years after it has received final Project assistance.

5.03 Examination of Records. The County, including the Legislative Auditor General in accordance with County Ordinances, shall have the right to examine and audit all books, records, documents and other supporting data of the Community related to this Project which will permit adequate evaluation of the services, the cost, or pricing data submitted by the Community. The Community shall include a similar covenant allowing for County audit in any Community agreement with any consultants, vendors, contractors or agents of any kind whose services related to this Project will be charged directly or indirectly to the County. This right to audit shall include, but shall not be limited to, the County's right to request, and to be supplied in a timely manner, copies of any and all such books, documents, records and other supporting data. The County may delay payment to the Community pending the receipt of such records and the results of any related audit without penalty or interest.

5.04 Completeness of Record. The records shall contain a full description of each activity assisted or being assisted with Project Funds.

5.05 Program Reports. The Community shall timely prepare and submit, to the County, all Project-related Reports required by this Agreement or as required by law.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

In order to induce the County to enter into this Agreement with the Community, the Community represents and warrants to the County that as of the date hereof all of the following are true, accurate and factual:

6.01 Execution of Agreement. Community has the power and authority to execute and perform this Agreement, to receive the Project Funds in accordance with the terms of this Agreement and to do any and all other things required of it hereunder.

6.02 Valid Agreement. This Agreement will be the valid and binding obligation of Community, legally enforceable in accordance with its terms.

6.03. No Conflict With Other Agreements. The execution, delivery and performance of this Agreement:

(a) will not violate any provision of law, any order of any court or other agency of government, any provision of any indenture, agreement or other instrument to which Community is a party, or by which any of its properties or assets are bound; and

(b) will not be in conflict with, result in a breach of, or constitute (with or without due notice and/or passage of time) a default under, any such indenture, agreement other instrument.

6.04 Conflict of Interest. Community warrants that its participation in the Project is not a conflict of interest with any person or entity associated with the Project or Community.

6.05 No Suits or Proceedings. There are no actions, suits or proceedings, and no proceedings before any arbitrator or by or before any governmental commission, board, bureau or other administrative agency, pending, or, to the best knowledge of the Community, threatened against or affecting the Community, or any properties or rights of the Community, which, if adversely determined, could materially impair the right of the Community to carry on business substantially as now conducted or could have a materially adverse effect upon the financial condition of the Community.

6.06. Funds to Related Parties. The Community has not granted, nor will grant, any Project Funds to any party directly related to an elected official or appointee of the County.

6.07. Misrepresentations By Community. No representation or warranty of the Community contained in this Agreement or in any of its related documents, and no statement contained in any certificate, schedule, list, exhibit or other instrument furnished to the County by or on behalf of the Community contains, or will contain, any untrue statement of a material fact, or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein not misleading.

6.08. Qualified to Provide Services. The Community warrants that it and its subcontractors are qualified to perform the obligations outlined in this Agreement, some of which are contained in the Scope of Work EXHIBIT A. The Community also represents and warrants that the Community is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the obligations as set forth in the Agreement. The execution of this Agreement is within the Community's authorized powers and is not in contravention of federal, state, or local law.

6.09. Staff Qualified. The Community warrants that all employees of the Community and subcontractors assigned to the performance of the services are qualified and authorized to perform the services under the state and local laws and governing professional association rules where the employee is employed. Community must devote the time and professional ability as is necessary to most effectively and efficiently perform the obligations of this Agreement according to professional standards.

6.10. Replacement of Staff. Whenever one of Community's employees assigned to this Agreement must be replaced for any reason, the Community warrants that it will supply an acceptable replacement as soon as possible and agrees not to substitute a lower classified employee to perform the Services without obtaining prior County approval in writing.

6.11 Delay or Adverse Condition. Community shall inform the County as soon as reasonably possible if one of the following types of conditions becomes known: problems or adverse conditions that materially affect the ability of Community to timely attain the Project goals.

6.12 Notification of Event of Default. Community shall promptly notify the County of the occurrence of any Event of Default as defined in Section 7.01.

6.13 Community's Debarment. In the event that the Community fails to adhere to any of the requirements of this Article, the Community may be placed on a period of debarment, suspension or be ineligible under the provisions of 31 CFR Part 19 to perform any further under this Agreement, in which case the County shall have no further liability or obligation to the Community. The Community shall not, directly or indirectly, employ or otherwise engage the services of, any individual during any period of debarment, suspension or placement in ineligibility status under the provisions of 31 CFR Part 19.

ARTICLE VII

EVENTS OF DEFAULT

7.01 Events of Default. Should any of the following events (each an "Event of Default") occur, Community shall be in default under this Agreement:

- (a) Failure in the performance of a material term, condition, obligation or covenant of Community set forth in this Agreement;
- (b) Any warranty, representation, financial data or other information made or furnished to the County by or on behalf of Community or in connection with this Agreement which proves to be materially false when made; and
- (c) Failure of Community to comply with the material terms, covenants, conditions, exhibits, ordinances, rules and regulations set forth herein.
- (d) Abandonment of the Project.
- (e) The institution of any bankruptcy, reorganization or insolvency proceedings or any similar proceedings by or against the Community, whether voluntary or involuntary, filed under any present or future bankruptcy law.
- (f) Failure to substantially complete the Project as required by the terms of this Agreement.

(g) Failure to perform the services contained in the Scope of Work in a competent manner in compliance with industry standards.

(h) Failure to maintain the records specified in this Agreement for the project.

(i) Failure to provide the monthly reporting on the Project as required hereunder.

7.02 No Waiver of Default. No default shall be waived by the County, except in writing signed by an officer of the County, and no waiver of any default shall operate as a waiver of any other default or of the same default on a future occasion.

ARTICLE VIII

REMEDIES UPON DEFAULT

8.01 Remedies on Default. If an Event of Default occurs under this Agreement, as defined in Section 7.01, the County shall notify Community of the default in writing (a "Notice of Default"). After Community receives a Notice of Default under this Agreement, Community shall have thirty (30) days to cure the default to the County's satisfaction. If a default is not cured within the applicable time period, or waived, the County shall have the following rights and remedies:

- (a) Exercise any and all rights and remedies set forth in this Agreement;
- (b) Exercise all rights and remedies available at law or in equity;
- (c) Termination of this Agreement;
- (d) Community shall be liable to the County for any damages incurred by the County in enforcing this Agreement, including but not limited to, costs and attorney fees.

8.02 Remedies Cumulative. The rights and remedies of the County set forth in Section 8.01 hereof are cumulative, and the County shall have the sole discretion to determine the rights and remedies to exercise and the order in which they are exercised.

8.03. Delay in Exercise of Remedy Not Material. No delay or failure of a party in exercising any right, power or privilege hereunder shall of itself affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege. The rights and remedies of the County under this Agreement are cumulative and not exclusive of any rights or remedies, which the County may otherwise have.

8.04. Force Majeure. Notwithstanding any other term or condition of this Agreement, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties; or (h) compliance with law. Reasonable notice shall be given to the affected Party of such event.

ARTICLE IX
COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

9.01 Community shall comply with all applicable laws, rules, and regulations applicable to the Project, whether federal, state, or local, and Community is deemed to have knowledge of all such applicable laws, rules, and regulations.

9.02 The Community shall comply with any other law, rule, or regulation applicable to SLFRF now existing or subsequently adopted, including the following:

(a) Community shall comply with the Federal requirements set forth in the appropriate federal regulations applicable to the Project, including, but not limited to, nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and a drug-free workplace.

(b) Community will comply with the Single Audit Act of 1984 and 2 CFR 200 as applicable and provide any disclosures required by law.

(c) Community shall not exclude any person from participation in the program on the basis of race, color, national origin, sex, age, or disability.

(d) Community shall comply with, and assist the County to comply with, the Federal Funding Accountability and Transparency Act (FFATA) insofar as it is applicable to this project.

(e) Community agrees to all terms of Executive Order 12549 regarding Debarment and Suspension certifications required in 24 CFR part 24 and agrees to execute the Certification Regarding Debarment and Suspension in **EXHIBIT B**.

(f) The Community shall comply with any other law, rule, or regulation applicable to SLFRF and this Project now existing or subsequently adopted.

9.03 The Community has warranted to County that, to the best of its knowledge and belief, its program, internal policies and procedures, as written and implemented, are in compliance with all applicable laws, rules, and regulations. The Community further warrants that any non-compliance with such laws, rules, and regulations shall be the responsibility of the Community.

9.04 The Community shall comply with the County's Ethics in Public Contracting Ordinance.

ARTICLE X
CONFLICT OF INTEREST

10.01 The Community covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Agreement. The Community further covenants that in the performance of

this Agreement, no person having any such interest shall be employed or retained by the Community.

10.02 The Community also warrants that it will not and has not employed any Wayne County employee to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the Recipient may, at its option, terminate this Agreement without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Community, the amount of any such commission, percentage, brokerage, or contingent fee.

10.03 The Community agrees to abide by the provisions of the federal procurement standards as stated in 2 CFR 200.318(c)(1) as far as applicable to this project.

ARTICLE XI **INDEMNIFICATION**

11.01 Performance Solely Community's. Performance of this Agreement is within the control only of Community, and the County shall have no liability, in tort or otherwise, for any claims or loss caused by the actions or omissions of the Community.

11.02 Indemnification of the County by Community. The Community shall indemnify, save and hold the County and the County's agents, employees, elected officials and officers harmless against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by the County or the County's agents, employees, elected officials and officers by reason of any of the following occurring during the term of this Agreement:

- (a) any negligent, tortious or fraudulent acts of the Community or of its personnel, employees, consultants, agents or any subcontractors; or
- (b) any failure by the Community or any of its personnel, agents, employees, consultants, contractors or subcontractors to perform its obligations under this Agreement; or
- (c) any act or omission, or misrepresentation by the Community or any of its personnel, employees or agents in connection with the Project or any Property; or
- (d) any act or omission, or misrepresentation by the Community or any of its personnel, employees or agents under the under terms of this Agreement.

ARTICLE XII **INSURANCE**

12.01 The Community shall maintain at all times, at its expense, during the term of this Agreement the following insurance.

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.
- b. **Workers' Compensation:** insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- c. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the Community has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- d. **Umbrella or Excess Liability** Policy in an amount not less than \$3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Community's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

If the Community maintains higher limits than the minimum insurance coverage required in Section 12.01, the Community shall maintain the coverage for the higher insurance limits for the duration of the Agreement.

12.02 Additional Insured Status. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Community including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Community's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

12.03 Primary Coverage. For any claims related to this Agreement, the Community's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Community's insurance and shall not contribute with it.

12.04 Notice of Cancellation. Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

12.05 Waiver of Subrogation. Community grants to the County a waiver of any right to subrogation which any insurer of the Community may acquire against the County by virtue of the payment of any loss under such insurance. Community agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless

of whether or not the County has received a waiver of subrogation endorsement from the insurer.

12.06 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Community to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

12.07 All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations.

12.08 Claims-made Policies. If any of the required policies provide coverage on a claims-made basis:

- A. The Retroactive Date must be shown and must be before the date of the Agreement or the date the Community starts to perform the services.
- B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Community must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work outlined in this Agreement.

12.09 Verification of Coverage. Community shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Community begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Community's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

12.10 Subcontractors. Community shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements in this Agreement..

12.11 Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12.12 The Community must submit certificates evidencing the insurance to the County's Risk Management Division at the time the Community executes the Agreement, and at least fifteen (15) days prior to the expiration dates of expiring policies.

ARTICLE XIII

AMENDMENT

13.01 Written Amendment. Any changes, extension or modification of this Agreement that is mutually agreed upon by the parties, shall be incorporated in written amendments (herein called "Amendments") to this Agreements. Such Amendments shall not invalidate this Agreement, nor relieve nor release Community or the County from any of their obligations under this Agreement, except for those parts thereby amended.

13.02 Reference to Agreement by Amendment. No Amendment to this Agreement shall be effective and binding upon the parties, unless it expressly makes reference to this Agreement, is in writing, and is acknowledged in writing and is approved by the Wayne County Commission.

ARTICLE XIV **TERMINATION**

14.01 Termination For No Cause. The County may terminate this Agreement without cause at any time, without incurring any further liability except the reimbursement of project expenses already incurred by the City and other than as stated in this Article, by giving written notice to the Community of the termination (a "Notice of Termination"). The Notice of Termination must specify the effective termination date, at least 30 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Community for expenses that it incurred prior to termination., within 90 days of termination. The County will compute the amount of the payment on the basis of the services rendered, and other means which represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Community accepts the final payment, the Agreement is satisfied.

14.02 Termination for Material Breach. Pursuant to Section 8.01, the County may terminate this Agreement because the Community has failed to comply with any of the material terms and conditions of this Community or has deliberately failed without good cause to perform according to the Scope of Work or within the time limit provided in this Agreement. The County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated, and the Community shall be liable to the County for any costs to obtain and transition similar services, provided the Community shall continue the performance of this Agreement to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Community shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Agreement. Such expenses shall be deducted from any monies due or which may become due the Community under the Agreement. If such expense exceeds the sum which would have been payable under the Agreement, then the Community shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may offset such a deficiency against the compensation to be paid the Community in any concurrent, successive or future Agreements between the parties. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Agreement.

14.03 Community's Duties After Termination. After receipt of a Notice of Termination and except as otherwise directed by the County, the Community must:

- (a) Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional Project Funds beyond the date as the County specifies;
- (c) As of the date the termination is effective, present all Agreement records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property;
- (d) Submit within 30 days a final report of receipts, including Program Income, and expenditures of funds relating to this Agreement;
- (e) Place no further orders on subcontracts for services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- (f) Terminate all subcontracts to the extent that they relate to the portion of work so terminated;
- (g) Submit within 30 days a listing of all lessors, and other parties with which the Community has incurred financial obligations pursuant to the Agreement.

14.04 Failure to Deliver Records. Any intentional failure or delay by the Community to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Community will pay the County \$100.00 per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Community consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

14.05 Access to Records. Access to the records prior to delivery must be restricted to authorized representatives of the County and the Community. The Community has no right to disclose or use any information gathered from the County in the course of its work without obtaining the written concurrence of the County or as otherwise required by law or the court. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality, except as required to be disclosed by law or the court. Community shall keep and make available all records related to the Project until the County is satisfied that County's reporting requirements have been satisfied, notice of which must be provided in writing by County.

14.06 Assistance to Terminate. In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects of the Project, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

ARTICLE XV

MISCELLANEOUS

15.01 Rights and Remedies Hereunder. No delays or failure of a party in exercising any right, power or privilege hereunder shall of itself affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege. The rights and remedies of the County under this Agreement are cumulative and exclusive of any rights or remedies that the County may otherwise have.

15.02 Independent Covenants. Each covenant in this Agreement shall be deemed to be independent of any other covenant, and an exception in one covenant shall not create an exception in another covenant. Unenforceability for any reason of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement.

15.03 Forbearance by County Not Waiver. No forbearance on the part of the County in enforcing any of its rights under this Agreement, nor any renewal, extension or rearrangement of any payment or covenant to be made or performed by Community hereunder shall constitute a waiver of any of the terms of this Agreement or of such right.

15.04 Reliance on Community's Representations. All of the Community's covenants, agreements, representations and warranties made in connection with this Agreement, and any document contemplated hereby, shall be deemed to have been relied on by the County, notwithstanding any investigation made by it. All statements contained in any certificate or other document delivered to the County at any time by or on behalf of Community, pursuant hereto or in connection with the transactions contemplated hereby, shall constitute representations and warranties by Community in connection with this Agreement.

15.05 Binding Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that Community and County shall not assign or transfer its rights or obligations hereunder, without prior written consent of the County and Community. Community may subcontract the work, but the responsibility to fully comply with all ARPA, SLFRF and other federal regulations shall remain with Community, who shall remain responsible for all obligations outlined herein related to the Project Funds.

15.06 Location of Records by Community. Community will keep all of its records concerning the Project at Community's principal place of business. Community will give the County prompt written notice of any change in its principal place of business, or in the location of the records.

15.07 Notices. All notices and communications provided for herein or in any document hereby or required by law to be given shall be effective when received, except that all notices and communications to Community shall be deemed to have been given for all purposes when sent by first class mail, postage prepaid, addressed to the address of the County first above written, or such other address as Community shall have designated to the County in writing. The giving of at least five (5) business days' notice before the County shall take any action described in any notice shall conclusively be deemed reasonable for all purposes. The Notices will be sent to the following individuals:

If to the Community:

Joseph G. Kuspa, Mayor
14400 Dix Toledo Hwy.
Southgate, MI. 48195

(734) 258-3021
jkuspa@southgatemi.gov

If to the County:

Economic Development Director
500 Griswold, 28th Floor
Detroit, MI 48226

With a Copy to:

Department of Corporation Counsel
500 Griswold, 30th Floor
Detroit, Michigan 48226

15.08 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures were upon the same instrument.

15.09 Headings. The headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any purpose.

15.10 Assignment. The Community shall not assign, transfer or encumber, directly or indirectly, any interest whatsoever in this Agreement, and shall not transfer any interest in the same without the prior written consent of the County. Any such consent given in any one instance shall not relieve the Community of its obligation to obtain the prior written consent of the County to any further assignment. This Agreement shall continue to bind the Community, its successors and assigns, and shall inure to the benefit of the County and its respective successors and assigns. Notwithstanding this provision, the Community may contract a properly sourced vendor and/or contractor under applicable laws, rules, and regulations to perform functions under this Agreement.

15.11 Michigan Law and Venue. This Agreement shall be deemed to be an Agreement made under the laws of Michigan, and for all purposes shall be construed in accordance with the laws of Michigan. Any action shall be commenced in the 3rd Circuit Court for the County of Wayne or the United States District Court for the Eastern District of Michigan, Southern Division.

15.12 Time of the Essence. Time shall be deemed of the essence with respect to the performance of the parties' obligations hereunder.

15.13 Effectiveness of Agreement. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not be binding upon the parties until executed by Community and approved by the Wayne County Commission.

15.14 Disclaimer of Relationship. Nothing contained in this Agreement nor any act of the County or the Community shall be deemed or construed by any of the parties, or by any third party, to create any relationship of third-party beneficiary, principal and agent, or joint venture.

15.15 Incorporation of Exhibits. All exhibits attached hereto are by this reference incorporated herein and made a part of this Agreement as if fully set forth herein.

15.16 Survival. All provisions regarding indemnification, warranties, liability and/or other rights and obligations outlined herein that should reasonably survive shall survive the termination of this Agreement.

The County and the Community by their authorized officers and representatives have executed this Agreement as of the date listed below:

COMMUNITY

By: _____

Its:

Dated: _____

WAYNE COUNTY

By: _____

WARREN C. EVANS

Its: COUNTY EXECUTIVE

Dated: _____

EXHIBIT A

SCOPE OF WORK

The City of Southgate is pleased to submit the proposed Southgate Tower Park and Pedestrian Bridge project for Wayne County ARPA funding. The park will be open to the public and include tennis/pickle ball courts, a walking path, putting greens, pavilions, an outdoor fitness circuit, and a beautiful landscape design. These unique amenities along with the connectivity provided by the pedestrian bridge will be transformative for the City of Southgate. This project will bring a new and unique park space to the city that will serve residents of Southgate Tower, Foundation Park Apartments, and surrounding neighborhoods.

Outside the scope of this contract, the developer will renovate the existing Southgate Tower 14-story building to create 201 new residential units. Southgate Tower is the tallest building downriver and currently vacant. The tower sits on two parcels totaling 11.88 acres. It is anticipated that the renovation of the existing tower and surrounding area would have an amazing impact on the quality of life for residents.

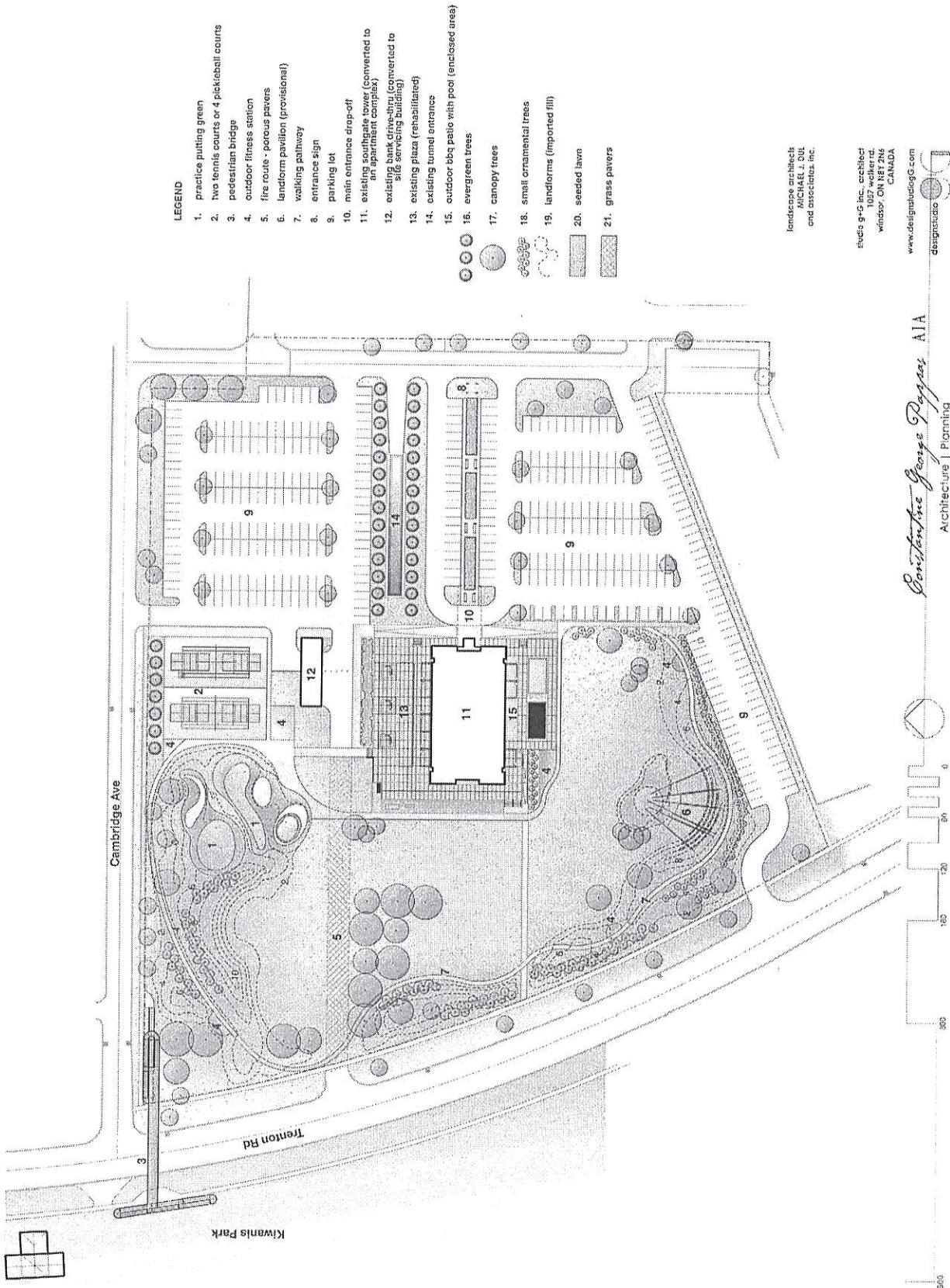
Div / Sec	Trade Activity	Total
01-100	Architectural & Structural Design Services	\$ 180,000
01-101	Landscape Design Services	\$ 125,000
01-102	Civil Engineering Design Services	\$ 10,000
01-103	Electrical Engineering Design Services	\$ 30,000
01-450	Testing & Inspection	\$ 15,700
01-710	Engineering & Layout	\$ 36,260
31-000	Earthwork	\$ 270,834
32-120	Asphalt Paving	\$ 222,161
32-130	Concrete Paving	\$ 15,138
32-310	Fencing & Gates	\$ 81,600
32-330	Site Furnishings	\$ 75,462
32-800	Irrigation	\$ 40,000
32-900	Landscaping	\$ 865,447
33-000	Underground Utilities	\$ 71,500
13-300	Specialty Structures (pavillions)	\$ 675,000
03-310	Concrete Foundations & Structure	\$ 623,987
03-320	Concrete Flatwork	\$ 23,166
05-000	Structural & Misc Steel	\$ 496,600
07-100	Joint Sealants	\$ 23,558
07-400	Metal Roof & Siding	N/A
07-950	Expansion Control	\$ 8,441
09-670	Floor Coatings	N/A
09-900	Painting / Staining	\$ 61,225
10-140	Signage	By Others
14-200	Elevators & Lifts	N/A
22-000	Plumbing	N/A
26-000	Electrical	\$ 423,440
Sub Total I		\$ 4,374,519

01-050	Gen Conditions		\$	58,224
01-055	Project Staff		\$	12,224
Sub Total II				\$ 4,444,967
	Budget Contingency		\$	161,509
	Contingency / Misc	5.0%	\$	204,998
	Permit Fee Allowance		\$	45,000
	General Liability Insurance	0.4%		\$17,400
	Builders Risk			Not Included
Sub Total III (I, II and Above)				\$ 4,873,874
	Management Fee	2.75%	\$	124,544

Total Proposal	\$ 4,998,418
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Other Cost	
Payment/Performance Bond	Excluded
\$	-

Project Total \$ 4,998,418



LEGEND

1. practice putting green
2. two tennis courts or 4 pickleball courts
3. pedestrian bridge
4. outdoor fitness station
5. fire route - porous pavers
6. landform pavilion (provisional)
7. walking pathway
8. entrance sign
9. parking lot
10. main entrance drop-off
11. existing southgate tower (converted to an apartment complex)
12. existing bank drive-thru (converted to site servicing building)
13. existing plaza (rehabilitated)
14. existing tunnel entrance
15. outdoor bbq patio with pool (enclosed area)
16. evergreen trees
17. canopy trees
18. small ornamental trees
19. landforms (imported fill)
20. seeded lawn
21. grass pavers

landscape architects
MICHAEL J. DUL
and associates, inc.

FLDS g+s inc. architect
1027 walker rd.
winchester ON N8T 2N6
CANADA

www.designstudiog.com
designstudio

Constantine George Pappas AIA
Architecture | Planning

PROPOSED RESOLUTION NO.

SOUTHGATE CITY COUNCIL

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SOUTHGATE, WAYNE COUNTY, MICHIGAN, HELD IN THE CHAMBERS, OF THE MUNICIPAL BUILDING.

UNDER DATE OF: January 4, 2023

MOVED BY:

SUPPORTED BY:

WHEREAS, The City of Southgate has approved a Brownfield Plan with \$3,859,962 in Tax Increment Financing, and the Downriver Community Conference has provided a loan of \$1,200,000 to Southgate Tower LLC to supplement the contribution of Southgate Tower LLC in the amount of over \$40,000,000 for total project development including asbestos abatement, now therefore be it

RESOLVED, that the Mayor and City Council hereby accept an award of American Rescue Plan Act of 2021 from the Charter County of Wayne, Michigan, in an amount not to exceed Five Million Dollars (\$5,000,000) to fund the development of the Southgate Tower Project which includes the public park and pedestrian bridge to be administered by the City of Southgate.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be authorized to sign the contract entitled "INTERGOVERNMENTAL AGREEMENT BETWEEN THE CHARTER COUNTY OF WAYNE AND THE CITY OF SOUTHGATE FOR SOUTHGATE TOWER PROJECT" for the development of the Southgate Tower Park Project and all pertinent contract documents related thereto.

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President
CHRISTIAN GRAZIANI
BILL COLOVOS
MARK FARRAH
KAREN E. GEORGE
PHILLIP J. RAUCH
DALE W. ZAMECKI

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator *DM*

Date: December 29, 2022

Re: 2nd Reading of Proposed Changes to Ordinances 1468.99

On November 3, 2021 the City Council Passed Ordinance 1468 Residential Exterior Inspection Upon Transfer. Ordinance 1468.99 states: "violation of this chapter...shall be a misdemeanor punishable as provided under section 1420.99 of this Code."

Ordinance 1420.99 references the penalty for violation of the City's building code, and states that violations are "a municipal civil infraction and punishable by not more than two hundred dollars (\$200.00)."

The administration recommends the following

- Removing the reference to 1420.99 and clearly defining the penalty in 1468.99.
- Removing the language stating "Each day that the violation continues shall constitute a separate and distinct violation".
- Retaining the \$200 civil infraction and adding the misdemeanor as the penalty for a second violation.
- Clearly defining the maximum penalty for the misdemeanor as punishable by not more than five hundred dollars (\$500) and up to seven (7) days in jail.

1468.99 Current Language

Violation of this chapter by any person, firm, and/or corporation shall be a misdemeanor punishable as provided under section 1420.99 of this Code. Each day that the violation continues shall constitute a separate and distinct violation. Nothing in this chapter constitutes a waiver of the City's right to petition the circuit court for the right to take action to prevent occupancy of a property.

1468.99 Proposed Language

First violation of this chapter by any person, firm, and/or corporation shall be a civil infraction and punishable by not more than two hundred (\$200.00). Second violation shall be a misdemeanor punishable by not more than (\$500.00) and up to seven (7) days in jail. Nothing in this chapter constitutes a waiver of the City's right to petition the circuit court for the right to take action to prevent occupancy of a property.

The administration believes a resolution approving the proposed changes will clarify what the penalty is for violation of Ordinance 1468, encourage compliance, and prevent property owners from accumulating large financial penalties from the daily fines currently noted in 1420.99.