Southgate City Council Agenda

Council Chambers 14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday July 19, 2023

6:30pm Work Study Session

- 1. Hockey Alumni Daniel Gretzner
- 2. Officials Reports
- 3. Discussion of Agenda Items

7:00 pm Regular Meeting

Pleage of Allegiance

Roll Call:

Ayres-Reiss, Colovos, George, Graziani, Kowalsky, Kuspa, Rauch

Minutes:

- 1. Work Study Session Minutes dated July 5, 2023
- 2. Regular City Council Meeting Minutes dated July 5, 2023

Scheduled Persons in the Audience: Consideration of Bids:

Scheduled Hearings:

Communications "A"

- 1. Letter from Mayor; Re: Purchase of New Caterpillar Backhoe Loader (Waiver of Bid)
- Page 5 nt Page 10
- 2. Memo from Administrator; Re: Multifamily Rental Housing Certification Program Admin. Agreement
- 3. Memo from Administrator; Re: Amendment to SINC agreement

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Communications "B" - (Receive and File):

Ordinances:

New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant #1477 \$1,709,348.81

Adjournment:

Janice M. Ferencz, City Clerk

Janice M. Ferencz

Work Study Session

July 5, 2023

An Informal Meeting of the Council of the City of Southgate was held on July 5, 2023 at 6:30 P.M. and called to order by Council President Zoey Kuspa.

Present:

Priscilla Ayres-Reiss, Christian Graziani, Greg Kowalsky, Zoey Kuspa, Phil Rauch

Absent:

Bill Colovos & Karen George

Also Present:

Mayor Joseph G. Kuspa, City Attorney Ed Zelenak, City Administrator Dan Marsh, Assistant City Administrator/Finance Director Doug Drysdale, City Treasurer Chris Rollet, City Engineer John Hennessey, Public Safety Director Joe Marsh, Fire Chief Justin Graves, Police Chief Mark Mydlarz, DPS Director Kevin Anderson, Building Inspections Director Tim Leach & Recreation Director Julie Goddard

Discussed the following agenda items:

- Award for Bid for 2023 Lead Water Service Replacement Program
- Wavier bid-Purchase of Ice Rink Seal Pro Cooling Solution
- Waiver Bid-Purchase of Keyless Entry System for Dog Park
- Waiver Bid-Purchase of Park Video Security Cameras
- 2nd Reading of Multifamily Rental Housing Certification and Inspections Ordinance

This meeting ended at 6:40 pm.

City of Southgate Regular City Council Meeting July 5, 2023

A Regular Meeting of the Council of the City of Southgate was held on Wednesday, July 5, 2023 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.

Present:

Priscilla Ayres-Reiss, Bill Colovos, Christian Graziani, Greg Kowalsky, Zoey Kuspa, Phil Rauch

Absent:

Karen George

Also Present:

Mayor Joseph G. Kuspa, City Attorney Ed Zelenak, City Administrator Dan Marsh, Assistant City

Administrator/Finance Director Doug Drysdale, City Engineer John Hennessey, City Treasurer Chris Rollet, Public Safety Director Joe Marsh, Fire Chief Justin Graves, Police Chief Mark Mydlarz, Building Inspections Director Tim

Leach, DPS Director Kevin Anderson, Recreation Director Julie Goddard

Minutes:

Moved by Colovos, supported Ayres-Reiss, RESOLVED, that the minutes of the City Council Work Study Session dated June 21, 2023 be approved as presented. Carried unanimously.

Moved by Rauch, supported by Kowalsky, RESOLVED, that the minutes of the Regular City Council Meeting dated June 21, 2023 be approved as presented. Carried unanimously.

Consideration of Bids:

1. <u>Letter from Mayor; Re: 2023 Lead Water Service Replacement Program</u> moved by Colovos, supported by Ayres-Reiss, RESOLVED THAT the Southgate City Council award the bid to RVP Construction, Inc. (PO Box 143, South Rockwood, MI 48179) for the 2023 Lead Water Service Replacement Program in the amount of \$146,664.00, plus 15% contingency in the amount of \$21,999.60, for a total award of \$168,663.60. Motion carried unanimously.

Communications "A":

- Letter from Mayor; Re: Purchase of Ice Rink Seal Pro Cooling Solution moved by Rauch, supported by Ayres-Reiss, RESOLVED THAT the Southgate City Council waive the bid process and approve the purchase of the Ice Rink Seal Pro Cooling Solution to Shaler-Rink Seal Pro (10386 N Holly Rd, Holly, MI 48442) in the amount of \$15,850.00. Motion carried unanimously.
- 2. <u>Letter from Mayor; Re: Purchase of Keyless Entry System for Dog Park moved by Ayres-Reiss, supported by Rauch, RESOLVED THAT the Southgate City Council waive the bid process and approve the purchase of a keyless entry system for the dog park to Granite Networks (PO Box 1779, Royal Oak, MI 48067) in the amount of \$5,662.00. Motion carried unanimously.</u>
- 3. <u>Letter from Mayor; Re: Purchase of Park Video Security Cameras moved by Ayres-Reiss, supported by Rauch, RESOLVED THAT the Southgate City Council waive the bid process and approve the purchase of video security cameras for Kiwanis Park and Market Center Park to Lawrence Technology Services (14140 Pennsylvania Rd, Southgate, MI 48195) in the amount of \$12,712.50, plus 15% contingency in the amount of \$1,906.88, for the total purchase amount of \$14,619.38. Motion carried unanimously.</u>

Ordinances:

1. Memo from Administrator; Re: 2nd Reading of Multifamily Rental Housing Certification and Inspections moved by Kowalsky, supported by Rauch, RESOLVED THAT the Southgate City Council hereby approves Ordinance 23-1036 to amend the code of ordinances Part Fourteen-Building and Housing Code, Title Two Building Standards, to include the proposed language as a new chapter entitled Chapter 7423

Regular City Council Meeting July 5, 2023

"Multifamily Housing Certification" to the City of Southgate Code of Ordinances effective no later than November 1, 2023. Motion carried unanimously.

Claims and Accounts:

Moved by Graziani, supported by Rauch, RESOLVED, that Claims and Accounts be paid as outlined on Warrant #1476 for \$1,801,731.42. Motion carried unanimously.

Adjournment:

Moved by Colovos, sup	ported by Rauch, RESOLVED THAT this Regular Meeting of the Southgate City Council I	be:
adjourned at 7:07 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 COUNCIL -

ZOEY KUSPA
Council President
CHRISTIAN GRAZIANI
BILL COLOVOS
KAREN E. GEORGE
PHILLIP J. RAUCH
PRISCILLA AYRES-REISS
GREG KOWALSKY

July 13, 2023

To the Honorable City Council Southgate, Michigan 48195

Re: Purchase of New Caterpillar Backhoe Loader (WAIVER OF BID)

Ladies and Gentlemen:

I have reviewed the above and concur with the DPS Director's recommendation to waive the bid procedure and award the purchase of new Caterpillar Backhoe Loader for the Department of Public Service to Michigan Cat, Brownstown TWP., Michigan, in the amount of \$192,305.55.

Purchase of this backhoe loader falls under the State of Michigan MiDeal Extended Purchasing Program, which allows Michigan cities to buy equipment from state-bid contracts.

Adequate funds are available in the Water & Sewer Fund budget.

Sincerely,

Joseph & Kuspa

Mayor

JGK/law

JOSEPH G. KUSPA Mayor

JANICE M. FERENCZ City Clerk

CHRISTOPHER P. ROLLET



- CITY COUNCIL -

ZOEY KUSPA
Council President
CHRISTIAN GRAZIANI
BILL COLOVOS
KAREN E. GEORGE
PHILLIP J. RAUCH
PRISCILLA AYRES-REISS
GREG KOWALSKY

MEMORANDUM

TO:

Honorable Mayor and City Council

FROM:

Douglas Drysdale, Assistant City Administrator / Finance Director

DATE:

July 13, 2023

RE:

Recommendation to Approve Purchase of New Caterpillar Backhoe

Loader (WAIVER OF BID)

I have reviewed the above with the Public Services Director and concur with his recommendation to waive the bidding process and approve the purchase of a new Caterpillar Backhoe Loader to Michigan CAT (Brownstown Township MI) in the amount of \$192,305.55.

Purchase of this piece of heavy equipment falls under the State of Michigan MiDEAL Extended Purchasing Program, which allows Michigan cities to buy equipment from state-bid contracts.

Funds have been appropriate in the Fiscal Year 2023/24 Water & Sewer Fund budget.

Proposed Motion

Waive the bidding process and approve the purchase of a new Caterpillar Backhoe Loader to Michigan CAT in the amount of \$192,305.55, under the State of Michigan MiDeal Extended Purchasing Program.

14719 Schafer Court • Southgate, Michigan 48195 Ph: (734) 258-3079 • Fax: (734) 246-1333

Memorandum

To:

The Honorable Mayor and Members of City Council

From:

Kevin Anderson, DPS Director

Date:

June 12, 2023

Re:

Request for Equipment Order- New Caterpillar Backhoe Loader

The Department of Public Service is requesting a bid walver in the amount of \$192,305.655, to purchase a new Caterpillar Backhoe Loader. Pricing is derived from the State of Michigan MI-Deal Contract. Michigan CAT is our current service provider for the Department of Public Service and has always provided excellent service.

I recommend the City waive the bid process for the purchase of the new Caterpillar Backhoe Loader. I respectfully request this item be placed on the City Council agenda for the next meeting, for purposes of bid waiver and purchase approval.

If you have any questions, please contact me. I would appreciate your favorable consideration of this request.

Kevin Anderson DPS Director





May 12, 2023

City of Southgate 14719 SCHAFER CT Southgate, Michigan 48195

Dear John,

Thank you for this opportunity to quote a solution from Michlgan CAT for your business needs. We are pleased to submit the following for your purchase consideration.

One (1) New CATERPILLAR Model: 440 AMPRI+ Backhoe Loader with the following factory and dealer options included below:

STOCK NUMBER: 82589X

SERIAL NUMBER: TBD

YEAR: 2023

MACHINE

WACHINE

440 07B BACKHOE LOADER

BELT, SEAT, 2" SUSPENSION

BUCKET-GP, 2.0 YD3, IT, BOCE

CAB, DELUXE

COLD WEATHER PACKAGE, 120V HRC

FAN

FENDERS, FRONT, 4WD

GUARD, STABILIZER

HYDRAULICS, QC, 6FCN/8BNK

INSTRUCTIONS, ANSI

LINES, AUX COMBO, EXT STICK 15'

LINES, HYD COUPLER 16' E-STICK

PLATE GROUP, BOOM WEAR

POWERTRAIN, 4WD, AUTOSHIFT

PRODUCT LINK, CELLULAR PL641

SOURCEWELL CONTRACT #032119-CAT SELL PRICE EXT WARRANTY TOTAL NET PURCHASE PRICE RIDE CONTROL
SEAT, DELUXE FABRIC
SERIALIZED TECHNICAL MEDIA KIT
STABILIZER PADS, FLIP-OVER
STANDARD RADIO (12V)
STICK, EXTENDABLE, 15FT
TIRES, 340 80-20/540 70-24,MX
WORKLIGHTS (8) HALOGEN LAMPS
BUCKET, 12", 2.8 FT3
BUCKET, 24", 6.2 FT3
BUCKET-DC, 48", 13.0 FT3
COUPLER, PG, HYDR.D.LOCK, BHL
PINS, BUCKET, BHL-F, 45MM-50MM
CARRIAGE, PALLET 60", IT
FORK TINE, 2" X 5" X 48"

\$192,305,65 Included \$192,305,65 WARRANTY

Standard Warranty:

Extended Warranty:

Michigan CAT 12 Month, Unlimited Hour Standard Full Machine Warranty Service Agreement with 6 Months Mileage

440 IT-60 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)

We believe the equipment as quoted will exceed your expectations. On behalf of Michigan CAT, thank you for the opportunity to supply Caterplilar machinery. This quotation is subject to machine availability and valid for 30 days, after which time we reserve the right to update the quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Paul Mackin Account Representative Paul,Mackin@MICHIGANCAT.com 313-402-7674 JOSEPH G. KUSPA Mayor

JANICE M. FERENCZ City Clerk

CHRISTOPHER P. ROLLET Treasurer



- CITY COUNCIL -

ZOEY KUSPA Council President CHRISTIAN GRAZIANI BILL COLOVOS KAREN E. GEORGE PHILLIP J. RAUCH PRISCILLA AYRES-REISS GREG KOWALSKY

Memorandum

To:

Honorable City Council Members

From: Dan Marsh, City Administrator

Date: July 13, 2023

Re:

Multifamily Rental Housing Certification Program Administration Agreement

with Carlisle Wortman and Associates

On Wednesday July 5, 2023 the City Council adopted an ordinance requiring registration and inspections for multifamily residential units. Attached is a 3 year agreement with Carlisle Wortman and Associates (CWA) for the administration of the ordinance. In addition to serving as the City's planning consultants, CWA has administered the City's Home Sales inspections ordinance since its implantation in the fall of 2021. CWA has experience administering similar ordinances in other communities including Riverview. For these reasons, the Administration recommends approval of the attached agreement.

If you have any questions please contact me.

PROPOSED MOTION: To approve the 3 year agreement with Carlisle Wortman and Associates for the administration of the Multifamily Rental Housing Certification Program



ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

AGREEMENT FOR ADMINISTRATION OF MULTIFAMILY RENTAL HOUSING CERTIFICATION PROGRAM

THIS AGREEMENT, Entered into this	th day of	, 2023, by the City of
Southgate, hereinafter referred to as the Clie	ent and Carlisle/Wo	ortman Associates, Inc. through
its Code Enforcement Services division, herei	nafter referred to a	s the Consultant.

WHEREAS, the Client desires to engage the Consultant to provide consulting services in accordance with *Section 1.0* of this contract.

NOW, THEREFORE, In consideration of the foregoing, and of the mutual agreement hereinafter set forth, the parties hereto legally intending to be bound hereby do agree for themselves and their respective successors and assigns as follows:

SECTION 1.0 SCOPE OF SERVICES

1.1 The Consultant agrees to provide Rental Housing Certification administrative services in connection with the scope of work as described below. The Client retains the right to make changes within the general scope of the agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original agreement.

Specifically, the Consultant will retain trained staff and back up to provide the following services:

- a. Receive and process rental housing registration forms to include data entry and creation of appropriate sub-address records in the Client's BS&A software system for recordkeeping purposes.
- b. Schedule inspections for rental buildings, dwellings, and accessory facilities in accordance with the Client's ordinance and notify property owners of inspection dates using workflow processes in the Client's software system or by first class mail as necessary.
- c. Invoice property owners for scheduled inspections using workflow processes in the Client's software system or by first class mail as necessary.

- d. Coordinate with the Client's finance and/or building department for receipt of fees.
- e. Issue rental housing Certificates of Compliance upon successful completion of inspections, payment of fees, and receipt of required documentation.
- f. Monitor inspector schedules and inspection results to verify completeness and handle any technical or follow-up services needed.
- g. Receive phone calls, meet with property owners, and answer administrative, code and technical questions.
- h. Provide financial, activity and inspection reports to the Client on forms agreed to by the Client.
- i. Receive and respond to any FOIA requests, complaints or similar matters. FOIA requests will be responded to under direction of the City.
- j. Prepare and maintain records for rental buildings, dwelling units, and accessory facilities including inspection history, communication, and other pertinent information.
- 1.2 The Consultant agrees to perform property maintenance code inspections and reinspections of registered rental buildings and dwellings on a scheduled basis during Client's regular business hours or as otherwise mutually agreed upon.
- 1.3 The Consultant shall make referrals to the Client's Building Department when necessary. The Client's Building Official shall make the final determination regarding building or property maintenance code and permit requirements.
- 1.4 Quality of Services under this agreement shall be of the level of professional quality performed by experts regularly rendering this type of service.
- **1.5** The Consultant shall perform its Services in compliance with all applicable laws, ordinances, standards, and regulations.
- 1.6 The Consultant agrees to perform rental housing certification administration, inspection supervision and monitoring services for the City within an area of the City Offices determined by the Client and/or on a remote basis as mutually agreed upon with the Client during regular business hours.
- 1.7 Access to City Offices by Consultant shall be limited to the normal business hours of the City except under circumstances with prior permission granted by the City Administrator.

1.8 Consultant shall make available trained staff capable of filling in for regular staff when illness, emergency or vacation require an absence of the regular staff.

SECTION 2.0 REPRESENTATION

It is understood and agreed that **John Enos** and **Michael Radzik** will represent the Consultant in all matters pertaining to this Agreement. From time to time, the Consultant may employ additional personnel or sub-Consultants to assist in the execution of matters pertaining to this contract. Unless prior approval is granted by the Client the additional personnel or sub-Consultants will not be charged to Client.

SECTION 3.0

PAYMENT FOR SERVICES

- **3.1** Inspection and Administrative Services For services described in Section 1.0 of this agreement, the Consultant shall be paid according to the fees listed in Exhibit A attached to this contract.
- 3.2 Enforcement and Court Appearances The Consultant will work cooperatively with the Client's code enforcement staff to efficiently bring property owners into compliance. For services required to enforce code requirements, including court appearances and testimony on the Client's Behalf, above and beyond normal inspection and administrative activity, the Consultant shall charge the following rates:

	Client Fiscal Year \rightarrow	2023-24	2024-25	2025-26
•	Regional Manager	\$100/hr	\$105/hr	\$110/hr
•	Housing Inspector	\$90/hr	\$95/hr	\$100/hr
•	Administrative/Clerical	\$75/hr	\$80/hr	\$85/hr

3.3 Meeting Attendance – For attendance at scheduled City meetings requested by the Client in accordance with the services rendered in this contract, the Consultant shall charge the rates listed in Sec. 3.2 above or the following rates for other staff not listed above:

	Client Fiscal Year →	2023-24	2024-25	2025-26
•	Principal	\$140/hr	\$145/hr	\$150/hr
•	Operations Manager	\$130/hr	\$135/hr	\$140/hr

3.4 Terms of Payment - The Consultant shall present the Client with an invoice at the end of each month based on work performed. Invoices shall be paid within thirty (30) days after receipt by the Client.

- **4.1** Client shall maintain its BS&A software and any successor program used for rental housing certification scheduling and recordkeeping in good working order.
- **4.2** Client shall provide suitable computer equipment with reliable Internet service for Consultant inspection and administrative staff use and shall provide City network access as necessary.
- 4.3 Client shall provide envelopes, paper supplies, and postage for hard-copy paper correspondence required to administer the agreement. Consultant agrees to prioritize use of email and digital file transfer using Client's BS&A software and network as a preferred method of communication with program participants to minimize expenses to the extent feasible.
- 4.4 Client shall be responsible for follow-up enforcement of zoning and building code violations for which the Consultant has no legal authority. Consultant will assist Client to the extent possible as requested.

SECTION 5.0

OWNERSHIP OF MATERIALS

All documents or other materials prepared by the Consultant under this Agreement shall be considered the property of the Client.

SECTION 6.0

INSURANCE AND LIMITATION OF LIABILITY

- **6.1** During the term of this agreement, the Consultant agrees to procure and maintain in effect insurance policies naming the City as an "Additional Insured" in the amounts and with the types of coverage shown below:
 - 1. Professional liability insurance protecting the Consultant and its employees in an amount not less than \$2,000,000.
 - 2. Workers Compensation Insurance in the form and amount required by Michigan law.
 - 3. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
- 6.2 The Client and the Consultant shall have no liability to each other for any claim relating to this agreement in excess of the fees and expenses paid to the Consultant except pursuant

to indemnification obligations concerning third party claims under *Section 7.0*. In no event shall the Client and the Consultant be liable to each other for indirect, special, incidental, or consequential damages, even if the Client and the Consultant have been advised of the possibility of such damages. Except as otherwise specifically provided in this agreement, neither party's liability to the other party under this Agreement shall exceed the total amounts paid or payable by the Client under this agreement.

SECTION 7.0

INDEMNIFICATION

The Consultant shall not be liable to the Client for any loss incurred by third parties in the performance of services hereunder unless caused by the Consultant's willful misconduct or negligence. The Client agrees to indemnify and defend the Consultant from and against any damages, claims or suits by third parties against the Consultant arising from the performance of the Consultant's services hereunder unless caused by the Consultant's willful misconduct or negligence.

SECTION 8.0

TERMS OF AGREEMENT

- 8.1 The term of this Agreement shall be for a period of three (3) years from the date first entered into and shall be automatically extended unless written notice canceling the extension is provided by the Client.
- 8.2 The Consultant and Client acknowledge that the number of rental dwelling units eligible to be registered, inspected, and certified pursuant to the scope of services provided in Sec. 1.0 of this agreement has been estimated to the best of the party's knowledge based upon available data. Accordingly, the parties have made their best effort to estimate the costs and projected revenue required to administer the scope of services. The Consultant and Client therefore agree to jointly review the costs incurred and revenues received for administration of this agreement at the conclusion of the first year of this agreement and shall adjust fees, if necessary, in order to support the scope of services for the remainder of the term of the agreement.
- **8.3** This Agreement may be terminated by either the Client or Consultant individually or jointly upon sixty (60) days written notice. Compensation during the notice period would be paid by the Client to the Consultant if services are faithfully rendered to the Client.

set fortif iff this Agreement.	
WITNESS	CLIENT
	City of Southgate
	City of Southgate
	CARLISLE WORTMAN ASSOCIATES, INC. John L. Enos, AICP

IN WITNESS WHEREOF, the Consultant and the Client execute this Agreement as of the date first

CITY OF SOUTHGATE MULTIFAMILY RENTAL HOUSING CERTIFICATION SAMPLE 2023-24 FEE SCHEDULE

	Carlisle Wortman Fee	City Fee
DUPLEX 2-FAMILY STRUCTURE	\$150	\$165
MULTIFAMILY BUILDINGS UP TO 6 FLOORS	\$150 EACH BUILDING	\$165 EACH BUILDING
MULTIFAMILY BUILDINGS MORE THAN 6 FLOORS	\$250 EACH BUILDING	\$275 EACH BUILDING
CHANGE OF OWNERSHIP OR AGENT	\$50 PER BUILDING	\$55 PER BUILDING
INSPECTIONS (biennial cycle)		
Two-Family Duplex Structure - Exterior Bldg & Grounds	\$75	\$85
Two-Family Duplex Structure - Interior per Dwelling Unit	\$75	\$85
Multifamily - Building Exterior & Grounds / Up to 3 Floors	\$125 each Building	\$135 each Building
Multifamily - Building Exterior & Grounds / 4 to 6 Floors	\$200 each Building	\$220 each Building
Multifamily - Building Exterior & Grounds / More than 6 Floors	\$400@each Building	\$440 each Building
Multifamily - Dwelling Unit	\$75 each apartment dwelling	\$85 each apartment dwelling
Multifamily - Accessory Facilities (mechanical/laundry/recreation, etc.)	\$75 each separate facility	\$85 each separate facility
Re-Inspections (all)	\$60 each re-inspection to verify compliance	\$70 each re-inspection to verify compliance
Document Verification (as required to certify)	\$30	\$30
Furnace/Boiler Certification by Licensed Mechanical Contractor	Licensed Contractor at Owner's Expense	Licensed Contractor at Owner's Expense
MISCELLANEOUS FEES		
	Carlisle Wortman Fee	City Fee
Late Cancellation <72 hrs notice	\$25	\$30
Appointment No Show/Lock Out	Equal to scheduled inspection fee	Equal to scheduled inspection fee
Tenant Complaint Response/Inspection	\$75 Billed to Tenant if No Code Violation Verified	\$85 Billed to Tenant if No Code Violation Verified
Tenant Complaint Re-Inspection	\$75 Billed to Owner if Code Violation Verified	\$85 Billed to Owner if Code Violation Verified
Failure to Register Penalty	\$250 per Structure + required inspection fees	\$275 per Structure + required inspection fees

\$300 Per Premises + required inspection fees

\$330 Per Premises + required inspection fees

Administrative Inspection Warrant

JANICE M. FERENCZ City Clerk

CHRISTOPHER P. ROLLET Treasurer



- CITY COUNCIL -

ZOEY KUSPA Council President CHRISTIAN GRAZIANI BILL COLOVOS KAREN E. GEORGE PHILLIP J. RAUCH PRISCILLA AYRES-REISS GREG KOWALSKY

Memorandum

To:

Honorable City Council Members

From: Dan Marsh, City Administrator

Date: July 12, 2023

Re:

Amendment to SINC Agreement

In October of 2019 City Council approved the Interlocal Agreement for the Shared Information Network Consortium (SINC). SINC allows our Public Safety departments to join forces with other Downriver Communities, streamline information, and share costs associated with computer and IT services. The Downriver Mutual Assistance (DMA) Police Chiefs voted unanimously at their June meeting for the City of Ecorse Police Department to join. Included in your packets is an amendment to the SINC Agreement to now include the City of Ecorse as a participating member community.

Ecorse is assuming all of the initial costs associated with joining this network and will join as a cost sharing member for ongoing maintenance on the system per the SINC Interlocal agreement and by-laws.

The admittance of a new community requires approval from the governmental body of each current SINC member. The Administration recommends the council concur with the DMA Police Chiefs and approve the amendment to allow Ecorse to become a member of SINC.

PROPOSED MOTION: To approve the attached Amendment to the SINC Agreement allowing the Ecorse Police Department to become a member of SINC.

AMENDMENT TO SINC AGREEMENT

THIS AMENDMENT ("Amendment") to SINC AGREEMENT ("Agreement") is made and entered into this day of , 2023, by and between the Downriver Mutual Aid ("DMA"), the City of Trenton ("Trenton") and the Charter Township of Brownstown ("Brownstown"), the Township of Grosse Ile (Grosse Ile"), the City of Flat Rock ("Flat Rock"), the City of Rockwood ("Rockwood"), the City of Gibraltar ("Gibraltar"), the City of Riverview ("Riverview"), the City of Allen park ("Allen park"), the City of Lincoln Park ("Lincoln Park"), the City of River Rouge ("River Rouge"), the City of Southgate ("Southgate"), the City of Wyandotte ("Wyandotte"), and the City of Woodhaven ("Woodhaven") (collectively referred to as "Participating Communities" and singularly referred to as "Participating Community" pursuant to MCL 124.501etseq.and The City of Ecorse.

WHEREAS, the parties to the original Agreement participate in a computer system ("Management Information system" or MIS") to assist their respective law enforcement agencies in the assembly, retention and retrieval of data, essential to the operations of their agencies and in order to address deficiencies in their individually existing systems, pursuant to a Binding Letter Agreement dated 1999; and

WHEREAS, pursuant to the underlying Agreement, specifically Section 12 Admission of Additional Participating Communities additional municipalities have the opportunity of becoming a member to this agreement; and

WHEREAS, In the absence of an assignment of interest to an Assignee as set forth above, Admission of New Participating Communities, shall be upon application and approval by a majority vote, provided that such new Participating Community shall absorb any additional onetime costs associated with joining. Additionally, any new Participating Communities admitted shall be assigned their pro rata share of any continuing obligations, based upon a re-calculation of the formula.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. That the City of Ecorse shall be admitted as a new Participating Community with all the rights and privileges bestowed upon an active member of the SINC Group.

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2. That excepting the above referenced amendment, all other terms and conditions of the original agreement between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement as of the day and year first above written.

CITY OF ALLEN PARK	CITY OF FLAT ROCK
Ву:	Ву:
Its: Mayor	Its: Mayor
Ву:	Ву:
Its: Clerk	Its: Clerk
CHARTER TOWNSHIP OF BROWNSTOWN	CITY OF GIBRALTAR
Ву:	Ву:
Its: Supervisor	Its: Mayor
Ву:	Ву:
lts: Clerk	Its: Clerk
TOWNSHIP OF GROSSE ILE	CITY OF LINCOLN PARK
Ву:	Ву:
Its: Supervisor	its: Mayor
Ву:	Ву:
Its: Clerk	Its: Clerk
CITY OF RIVERVIEW	CITY OF WOODHAVEN
Ву:	Ву:

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Its: Mayor	Its: Mayor
Its: Clerk	Its: Clerk
CITY OF RIVER ROUGE	CITY OF ROCKWOOD
Ву:	Ву:
Its: Mayor	Its: Mayor
Its: Clerk	Its: Clerk
CITY OF SOUTHGATE	CITY OF TRENTON
By:	Ву:
Its: Mayor	Its: Mayor
By:	Ву:
Its: Clerk	Its: Clerk
CITY OF WYANDOTTE	DOWNRIVER MUTUAL AID
Ву:	Ву:
Its: Mayor	Its: Executive Director
Ву:	
Its: Clerk	