

# Southgate City Council Agenda

## Council Chambers

Wednesday June 19, 2019

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### 6:30pm **Work Study Session**

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1. Officials Reports
2. Discussions regarding agenda items.

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### 7:00 pm **Regular Meeting**

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#### *Pledge of Allegiance*

**Roll Call:** Colovos, Farrah, George, Graziani, Rauch, Rollet, Zamecki.

**Minutes:**

1. Work Study Session Minutes dated June 5, 2019.
2. Regular City Council Meeting Minutes dated June 5, 2019.

#### **Scheduled Persons in the Audience:**

#### **Consideration of Bids:**

1. Letter from Mayor; Re: Bid for Roof Repair at the Court & Ice Arena

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#### **Scheduled Hearings:**

#### **Communications "A" –**

1. Letter from Mayor; Re: Bid for Eureka Road Resurfacing
2. Letter from Mayor; Re: Bid for Pennsylvania Road Resurfacing

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#### **Communications "B" – (Receive and File)**

#### **Ordinances:**

1. Second Reading – Hydrant Use Ordinance

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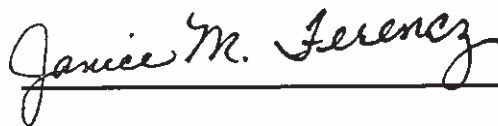
#### **Old Business:**

#### **New Business:**

#### **Unscheduled Persons in the Audience:**

**Claims & Accounts: Warrant #1379 See Warrant**

#### **Adjournment:**



**Janice M. Ferencz, City Clerk**

**City of Southgate  
Regular City Council Meeting  
June 5, 2019**

A Regular Meeting of the Council of the City of Southgate was held in the Municipal Council Chambers, 14400 Dix-Toledo Highway, Southgate, Michigan on Wednesday, June 5, 2019 and was called to order at 7:00 PM by Council President John Graziani.

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

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Present: Bill Colovos, Karen George, John Graziani, Phillip Rauch, Christopher Rollet, Dale Zamecki

Absent: \*Mark Farrah \*excused

Also Present: Mayor Joseph G. Kuspa, City Administrator Dustin Lent, Assistant City Administrator/Finance Director David Angileri, City Brandon Fournier, City Engineer John Hennessey, Treasurer Jim Dallos, City Clerk Janice Ferencz, Public Safety Director Jeff Smith, Police Chief Brett Selby, Building Inspections Director Bob Casanova, and Director of Public Services Bob Tarabula.

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**Minutes:**

Moved by Zamecki, supported by George, RESOLVED, that the minutes of the City Council Work Study Session dated May 15, 2019 be approved as presented. Carried unanimously.

Moved by Colovos, supported by Rollet, RESOLVED, that the minutes of the Regular City Council Meeting dated May 15, 2019 be approved as presented. Carried unanimously.

Moved by Rauch, supported by Zamecki; RESOLVED, that the Southgate City Council hereby enters into a closed session at 7:01 p.m.

Roll Call on motion:

Colovos	Yes
George	Yes
Graziani	Yes
Rauch	Yes
Rollet	Yes
Zamecki	Yes

Moved by George, supported by Rauch: RESOLVED that the Southgate City Council hereby resumes the regular meeting at 7:11 p.m.

Roll call on motion:

Colovos	Yes
George	Yes
Graziani	Yes
Rauch	Yes
Rollet	Yes
Zamecki	Yes

**Scheduled Persons in the Audience:**

Shannon Mathison requested authorization for the Downriver Hockey Club be allowed to hold fundraisers and requested approval of a charitable gaming license.

## Regular City Council Meeting June 5, 2019

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Moved by Rollet, supported by Zamecki, RESOLVED that the Southgate City Council hereby approved the charitable gaming license for the Downriver Hockey Club.

Motion carried unanimously.

### **Communications A:**

1. Memo from Administrator; Re: Rebecca Sevilla v. City of Southgate and Officer Eric A. Garfat moved by Zamecki, supported by Rollet, RESOLVED, that the Southgate City Council concurs with the recommendation of Administration and hereby authorizes the settlement agreement in the case of Rebecca Sevilla v. City of Southgate and Police Officer Eric A. Garfat.

Motion carried unanimously.

2. Memo from Administrator; Re: Resolution to Approve Agreement with DTE Energy moved by Rollet, supported by Colovos, RESOLVED that the Southgate City Council hereby approves the Purchase Agreement between DTE Energy and the City of Southgate in the amount of \$70,288 for the street light conversion. BE IT FURTHER RESOLVED THAT both the Mayor and City Clerk are authorized to execute all necessary documents on behalf of the City.

Motion carried unanimously

3. Memo from Administrator; Re: Selling of DART & SMART Bus Tickets moved by Rauch, supported by Zamecki, RESOLVED that the Commission on Aging will be a sales agent to provide bus passes for sale at the Southgate Ice Arena for both DART and Smart Bus Tickets.

Motion carried unanimously.

### **Communications B:**

1. Letter from Mayor; Re: Appointment to CASE Commission moved by Rollet, supported by George, to receive and file Communications B.

Motion carried unanimously.

### **Ordinances:**

1. Memo from Administrator; Re: Zoning Ordinance Amendment – 17201 Northline Rd. moved by Colovos, supported by Rauch, RESOLVED that the Southgate City Council hereby waives the second reading of and approves adoption of an ordinance to the City of Southgate Codified Zoning Ordinances to Rezone the property located at 17201 Northline Rd. (Holiday INN property) from M-1 (Light Industrial) to RM (Multi Family Residential). This ordinance shall be known otherwise as Ordinance no. 1002.

Motion carried unanimously.

2. Councilwoman George gave a first reading of an ordinance to amend the City of Southgate Codified Ordinances to amend Section 1044.12(b) Hydrant Use Ordinance Change.

**Regular City Council Meeting**  
**June 5, 2019**

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**Unscheduled Persons in Audience:**

1. Nazar Abdulghafoor, 12800 Oakdale, Southgate, MI spoke about his personal tax hardship. He was referred to the City Administrator for assistance.

**Claims and Accounts:**

Moved by George, supported by Zamecki, RESOLVED, that Claims and Accounts be paid as outlined on Warrant #1378 in the amount of \$1,291,387.08.

Motion carried unanimously.

**Adjournment:**

Moved by Colovos, supported by George, RESOLVED, that this Regular Meeting of the Southgate City Council be adjourned at 7:38 P.M. Carried unanimously.

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John Graziani  
Council President

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Janice M. Ferencz  
City Clerk

City Council

## **Work Study Session**

June 5, 2019

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An Informal Meeting of the Council of the City of Southgate was held on June 5, 2019 at 6:30 P.M. in the Council Chambers of the Municipal Building, 14400 Dix-Toledo Highway, Southgate, Michigan.

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Present: Bill Colovos, Karen George, John Graziani, Phillip Rauch, Christopher Rollet, Dale Zamecki

Absent: \*Mark Farrah \*excused

Also Present: Mayor Joseph G. Kuspa Assistant City Administrator/Finance Director David Angileri, City Attorney Brandon Fournier, Treasurer Jim Dallos, City Clerk Jan Ferencz, City Engineer John Hennessey, Public Safety Director Jeff Smith, Police Chief Brett Selby, Fire Chief Mike Sypula, Building Inspections Director Bob Casanova and Director of Public Services Bob Tarabula.

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Discussion took place on the following item scheduled for action at the regular meeting:

- Charitable gaming license for Downriver Hockey Club
- Executive session for Rebecca Sevilla v. City of Southgate and Officer Eric A. Garfat
- Rezoning of 17201 Northline Road
- Agreement with DTE Energy
- Selling of DART & SMART bus tickets
- Appointment to CASE Commission
- Hydrant Use Ordinance Change

This meeting ended at 6:58 pm.

JOSEPH G. KUSPA  
Mayor

JANICE M. FERENCZ  
City Clerk

JAMES E. DALLOS  
Treasurer



## City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI  
Council President

MARK FARRAH

KAREN E. GEORGE

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

June 7, 2019

To the Honorable  
City Council  
Southgate, Michigan 48195

Re: Bid for Roof Repair at the Court and Ice Arena

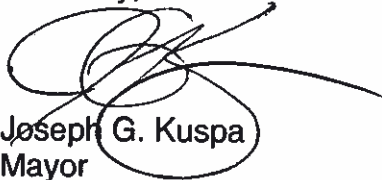
Ladies and Gentlemen:

Bids for Roof Repair at the Court and Ice Arena were received and reviewed by the administration. It is recommended by the Roof Consultant and I concur, that the bid be awarded to Molnar Roofing, Inc., Riverview, Michigan in the amount of \$314,505.00.

Sufficient funds are available in the District Court Capital Fund and the Parks and Recreation budget to cover costs.

Your favorable consideration of this matter is requested.

Sincerely,



Joseph G. Kuspa  
Mayor

JGK/law

JOSEPH G. KUSPA  
Mayor

JANICE M. FERENCZ  
City Clerk

JAMES E. DALLOS  
Treasurer



## City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI  
Council President

MARK FARRAH

KAREN E. GEORGE

BILL COLOVOS


DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

### MEMORANDUM

**TO:** The Honorable Mayor and City Council

**FROM:** David Angileri, Assistant City Administrator/Finance Director 

**DATE:** June 7, 2019

**RE:** Recommendation for Roof Repairs at the Court and Ice Arena

I have reviewed the above with the Matt Verhey the City of Southgate Roofing Expert, for the Roof Repair Bids and concur with his recommendation to award this bid, to Molnar Roofing Inc., Riverview, Michigan in the amount of \$314,505.00.

Adequate funds are budgeted in the District Court Capital Fund (\$78,927.00) and the Parks and Rec Budget (\$235,578) to cover the cost of these Roof Repairs.



since 1895

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## GARLAND COMPANY, INC.

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**Matt Verhey**

Mobile: 248-880-0896

Email: [mverhey@garlandinc.com](mailto:mverhey@garlandinc.com)

Learn More: [www.garlandco.com](http://www.garlandco.com)

Monday, June 03, 2019

City of Southgate  
14400 Dix Toledo Road  
Southgate, MI 48195

Attn: Dustin Lent

Re: Ice Arena and Court Roof Replacement

Dear Dustin,

At your direction, I have reviewed the bids submitted for the Section 4 on the Ice Arena and Section 5 on the court. The low bidder, Molnar Roofing, is an approved contractor for the type of roof system specified. They have completed projects of similar size and scope for many of my other clients in the SE Michigan with great quality workmanship and professionalism.

I have spoken with Bill Molnar, Jr. regarding his submitted bid and he does feel comfortable with the pricing that he's submitted. My recommendation is to award the contract to Molnar Roofing for the proposed work.

Should you have any questions, please do not hesitate to contact me. I look forward to working with you on this project.

Respectfully,

Matt Verhey  
The Garland Company



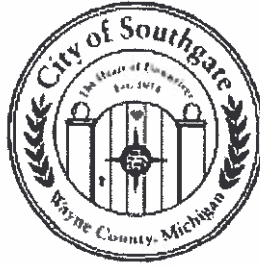
Court and Civic Center Roof Bid 5/28/19

Company	Court \$	Civic Center \$
Lutz Roofing	97,355	258,900
Wm Molnar Roofing	78,927	235,578
Royal Roofing	140,000	334,000

JOSEPH G. KUSPA  
*Mayor*

JANICE M. FERENCZ  
*City Clerk*

JAMES E. DALLOS  
*Treasurer*



## City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI  
*Council President*

MARK FARRAH

KAREN E. GEORGE

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

June 7, 2019

Honorable City Council Members  
14400 Dix-Toledo Rd.  
Southgate, Michigan 48195

Re: Bid for Eureka Road Resurfacing (Fort St. to Dix-Toledo)

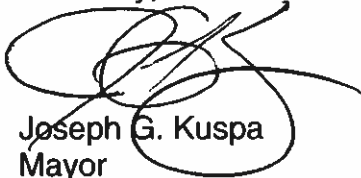
Ladies and Gentleman:

Wayne County and Southgate will participate in the Eureka Road improvement project. The project will include the road surface from Fort Street to Dix Toledo Road.

The principal funding sources are Federal Aid and local match. Southgate's share is \$257,322.00 with a working capital advance of 50% or \$128,661.00.

The administration is recommending Council's favorable consideration and pass the attached resolution approving the Intergovernmental agreement between the City of Southgate and Wayne County.

Sincerely,



Joseph G. Kuspa  
Mayor

**JOSEPH G. KUSPA**  
*Mayor*

**JANICE M. FERENCZ**  
*City Clerk*

**JAMES E. DALLOS**  
*Treasurer*



## City of Southgate

- CITY COUNCIL -

**JOHN GRAZIANI**  
*Council President*

**MARK FARRAH**

**KAREN E. GEORGE**

**BILL COLOVOS**


**DALE W. ZAMECKI**

**PHILLIP J. RAUCH**

**CHRISTOPHER P. ROLLET**

### MEMORANDUM

**TO:** The Honorable Mayor and City Council

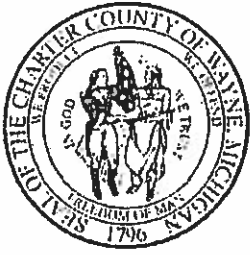
**FROM:** David Angileri, Assistant City Administrator/Finance Director 

**DATE:** June 7, 2019

**RE:** Construction Eureka Road Resurfacing – Fort to Dix Toledo

I have reviewed the above and concur with the City Engineers for the Eureka Road Resurfacing paving project. Southgate Share is \$257,322.00 with a working capital advance of 50% or \$128,661.00.

Adequate funds are available in the Act 51 Major Street Fund to cover this amount. If you have any questions, please do not hesitate to call me.



Warren C. Evans  
Wayne County Executive

June 3, 2019

Via Email: [iferencz@ci.southgate.mi.us](mailto:iferencz@ci.southgate.mi.us)

Janice M. Ferencz, City Clerk  
City of Southgate  
14400 Dix-Toledo Road  
Southgate, MI 48195

**RE: IGA between the Charter County of Wayne and the City of Southgate  
For Eureka Road from Toledo Road to Fort Street (M-85)  
Wayne County Work Order No. 47039**

Dear Ms. Ferencz:

Enclosed is a proposed cost sharing Intergovernmental Agreement between the County of Wayne and the City of Southgate for improvements of Eureka Road.

Please review, and if satisfactory, please print and return two signed (blue ink) original copies to my attention, together with two Certified Resolutions from the Southgate City Council, along with a check for the Working Capital Advance for \$128,661. Upon approval by the Wayne County Commission, a fully executed copy will be returned to you.

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

Very truly yours,

*/s/ Ronald P. Agacinski*

Ronald P. Agacinski  
Staff Engineer  
400 Monroe, 3rd Floor  
Detroit, MI 48226  
313-224-7775

Attachments: IGA

**INTERGOVERNMENTAL AGREEMENT**

**between**

**THE COUNTY OF WAYNE**

**and**

**THE CITY OF SOUTHGATE**

**for**

**Improvements of Eureka Road from Toledo Road to Fort Street (M-85)**

**Wayne County Work Order No. 47039**

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## **INTRODUCTION**

**THIS AGREEMENT**, between the County of Wayne, Michigan, a body corporate and Charter county (hereinafter referred to as the “COUNTY”) and the City of Southgate, Michigan, a municipal corporation (hereinafter referred to as the “CITY”).

This Agreement is made for the purpose of fixing the rights and obligations of the parties with respect to the following road improvements on Eureka Road, which is a COUNTY road located in the CITY (hereinafter referred to as the “Project”):

## **PROJECT DESCRIPTION**

Hot mix asphalt cold milling and resurfacing work along Eureka Road from Toledo Road easterly to Fort Street (M-85); including concrete pavement repair, concrete sidewalk ramp, permanent signing, and pavement marking work; and all together with necessary related work.

**WHEREAS**, Eureka Road is under the jurisdiction and control of the COUNTY, and is located within the CITY; and

**WHEREAS**, Act 51 of the Public Acts of 1951, as amended, authorizes counties to enter into contracts to perform work on any highway, road, or street within the limits of a county or adjacent thereto, and provides for the joint participation in the cost thereof; and

**WHEREAS**, the Project will significantly enhance the road system for the citizens of the COUNTY and the CITY; and

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

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

## **ARTICLE 1 DEFINITIONS**

Wherever used in this Agreement, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- 1.1 **AGREEMENT** – The written contract between COUNTY and the CITY regarding the Project.
- 1.2 **AS-BUILTS (AS-BUILT DRAWINGS)** – Reproducible Project construction drawings revised to show significant changes made during the construction process; usually based on marked-up prints, drawings and other data.
- 1.3 **BID** – The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Project.
- 1.4 **BIDDER** – Any person, firm or corporation submitting a Bid for the Project.
- 1.5 **BIDDING DOCUMENTS** – The advertisement and invitation to Bid, including approved plans, specifications, addendum, and other documents issued on which the Bid is based.
- 1.6 **BONDS** – Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor.
- 1.7 **CHANGE ORDER** – The written order of the COUNTY, or its duly authorized representative, for changes in or extras to a contract.
- 1.8 **CONSTRUCTION ENGINEERING** – All services necessary to adequately assure that the Project is being constructed in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Services include, but are not limited to, contract administration, construction staking, construction inspection and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials plus current COUNTY charges for the overhead, fringes and benefits.
- 1.9 **CONSTRUCTION WORK** – All work performed to construct the Project in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Work is to be performed by the responsive qualified low Bidder together with approved subcontractors, COUNTY forces, and/or the third parties that have a relevant interest in the Project. Costs include, but are not limited to, unit prices extended for actual quantities completed, lump sum work, force account work that includes, but is not limited to, direct labor, equipment, materials plus current COUNTY charges for costs directly associated with the Project construction.
- 1.10 **ENGINEER** – The Director of Engineering/County Highway Engineer for Wayne County or his duly appointed representative who is responsible for engineering supervision of preliminary engineering, construction engineering and/or quality control testing aspects of the Project.
- 1.11 **ENGINEER'S ESTIMATE** – The approximated cost of construction work based on plan



- quantities of Construction Work items defined in the Project plans and specifications.
- 1.12 PRELIMINARY ENGINEERING – All services necessary to adequately prepare plans and specifications for the Project, together with any changes, extras, amendments, addendum, and/or bulletins. Preliminary Engineering services may include, but are not limited to, surveys, soil investigations, design, drafting, reviews, permits, and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials plus current COUNTY charges for overhead, fringes and benefits.
  - 1.13 PROJECT COSTS – See Article 2.
  - 1.14 QUALITY CONTROL TESTING – All services necessary to adequately assure that the Project materials are being supplied and/or installed in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Services include, but are not limited to, sampling onsite, sampling at the source, onsite testing, laboratory testing and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials together with the current appropriate COUNTY charges for overhead, fringes and benefits.
  - 1.15 WORKING CAPITAL ADVANCE – A non-interest bearing deposit by the CITY with the COUNTY, which will be used by the COUNTY for Project Costs.

**ARTICLE 2  
PROJECT COSTS**

- 2.1 As herein used, the term “Project Costs”, shall include, but not be limited to, the cost of the Construction Work, Construction Engineering, Quality Control Testing, and/or other miscellaneous work together with any costs associated with changes, Change Orders, extras, amendments, addenda, and/or bulletins.
- 2.2 The parties acknowledge that the construction Bids are subject to Change Orders.

**ARTICLE 3  
TERM OF CONTRACT**

- 3.1 The effective date of this Agreement is upon approval of the Wayne County Commission and shall terminate on September 30, 2024 at 11:59 p.m.

**ARTICLE 4  
CITY'S RESPONSIBILITIES**

4.1 The CITY will provide all information for their utilities (i.e. As-Builts) and perform exposures of those utilities at their cost when required by the Engineer.

4.2 The CITY will be solely responsible for the removal and relocation, as required for the Project, of any of its municipal utilities located within the roadway right-of-way throughout the limits of the Project and shall cause such removal and relocation immediately upon notification by the COUNTY.

**ARTICLE 5  
WAYNE COUNTY'S RESPONSIBILITIES**

5.1 The COUNTY shall perform all Preliminary Engineering.

5.2 The COUNTY shall arrange for the contract bidding, award of the contract and administer the contract.

5.3 The COUNTY shall perform all Construction Engineering.

5.4 The COUNTY shall perform the Quality Control Testing of all materials to be incorporated into the Project.

5.5 The COUNTY shall appoint an Engineer for the Construction Work for the Project.

5.6 The COUNTY shall keep accurate records and accounts of the Project Costs that shall be accessible for inspection and audit by a representative of the CITY.

**ARTICLE 6  
COST SHARING**

6.1 The parties hereto acknowledge that the current estimated Project Costs are Three Million Two Hundred Sixty Thousand Eight Hundred Dollars (\$3,260,800), the current estimated Construction Work costs are Two Million Eight Hundred Thirty Five Thousand Five Hundred Dollars (\$2,835,500), and the current estimated Construction Engineering and Quality Control Testing costs are Four Hundred Twenty

Five Thousand Three Hundred Dollars (\$425,300), as set forth in **Exhibit A**, which is based on estimated Project Costs.

6.2 The parties hereto acknowledge that Project Costs will be partially funded by federal aid up to 81.85% and that the balance of the Project Costs will be funded by the local share of 18.15%.

6.3 The COUNTY shall pay: 1) 50% of the local share of Construction Work cost; 2) 100% of the local share of Construction Engineering and Quality Control Testing cost up to 15% of the total Project Costs, and for that portion of the local share that exceeds 15% of the total Project Costs the County shall pay 50% of the excess local share of any Construction Engineering and Quality Control Testing.

6.4 The CITY shall pay: 1) 50% of the local share of Construction Work cost; 2) 0% of the local share of Construction Engineering and Quality Control Testing cost up to 15% of the total Project Costs, and for that portion of the local share that exceeds 15% of the total Project Costs the CITY shall pay 50% of the excess local share of any Construction Engineering and Quality Control Testing.

6.5 The parties hereto acknowledge that the Bid for the construction costs may exceed the estimated project construction costs as set forth in this Agreement, and the parties hereto agree to pay their respective portions of the actual Project Costs.

6.6 The parties hereto acknowledge that during construction Change Orders may be issued which will affect the final costs. The parties hereto agree to accept the judgment of the Engineer as final.

#### **ARTICLE 7 PAYMENT TERMS**

7.1 Upon execution of this Agreement by the CITY, the CITY shall provide a Working Capital Advance payment to the COUNTY in the amount of One Hundred Twenty Eight Thousand Six Hundred Sixty One Dollars (\$128,661), 50% of the CITY'S participation (as found in **Exhibit A** to this Agreement) in the total Project Cost.

7.2 The CITY shall make payment of the invoice(s) within thirty (30) days of receipt of the invoice(s).

7.3 The final project costs will be used to adjust the monetary value of the CITY's actual share of the Project Costs for the Project.

**ARTICLE 8  
WAIVER**

8.1 The Parties agree that no provision in this Agreement constitutes or acts as a waiver of any governmental immunity the COUNTY, its agencies, officers, employees, agents or elected officials enjoy under applicable statutory or common law.

**ARTICLE 9  
FORCE MAJEURE**

9.1 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

**ARTICLE 10  
HOLD HARMLESS**

10.1 Each party to this Agreement shall remain responsible for any claims arising out of its own acts and/or omissions during the performance of this Agreement, as provided by law.

10.2 This Agreement is not intended to increase either party's liability for, or immunity from, tort claims.

10.3 This Agreement is not intended nor shall it be interpreted as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

**ARTICLE 11  
NOTICE**

11.1 Notification regarding anything in connection with this Agreement shall be sent in writing via first class mail to:

For the COUNTY:

Director of Engineering/County Highway Engineer  
Wayne County Department of Public Services  
400 Monroe Street, 3<sup>rd</sup> Floor  
Detroit, MI 48226

For the CITY:

Joseph Kuspa, Mayor  
Dustin Lent, City Administrator  
14400 Dix-Toledo Highway  
Southgate, MI 48195

**ARTICLE 12  
TERMINATION**

12.1 The COUNTY may terminate this Agreement without cause at any time, without incurring any liability.

12.2 The CITY may terminate this Agreement without cause at any time, without incurring any liability not set forth in this Article 12, by giving written notice to the COUNTY of the termination. The notice must specify the effective date of termination at least 30 days prior to its occurrence, and this Agreement will terminate as if the date specified were the date originally given for the expiration of this Agreement. Termination of this Agreement by the CITY will not relieve the CITY of its share of the Project Costs incurred up to the date of termination of the Agreement.

12.3 Regardless of the cause for the termination of this Agreement, each party will assist the other in the orderly termination of this Agreement and will participate, in good faith, in all transfers connected

with termination, whether of tangibles or intangibles, as will be necessary for the unimpeded continuation of each party's business.

**ARTICLE 13  
BINDING EFFECT/INTEGRATION**

13.1 This Agreement, including the Exhibits hereto embodies the entire Agreement and understanding among the parties hereto and supersedes all prior agreements and understandings related to the subject matter thereof. No rights or remedies are or will be acquired by either party, orally, through implication or otherwise, unless set forth herein.

13.2 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

13.3 This Agreement is effective only upon approval of the Charter County of Wayne and the CITY as evidenced by the attached Resolutions adopted by the Southgate City Council and the Wayne County Commission, and fully executed by all parties including the Wayne County Chief Executive Officer.

**[Signatures on the following page.]**

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year written below.

**SIGNED IN THE PRESENCE OF:**

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

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

**FOR COUNTY OF WAYNE**

By: \_\_\_\_\_  
**Warren C. Evans**  
Its: Chief Executive Officer  
Date: \_\_\_\_\_

**FOR THE CITY OF SOUTHGATE**

By: \_\_\_\_\_  
**Joseph Kuspa**  
Its: Mayor  
Date: \_\_\_\_\_

#

**EXHIBIT A**

Eureka / Toledo - Fort (M-85)

		<u>PART A</u>
<b>Participation In Estimated CONSTRUCTION WORK</b>		
Total Estimated CONSTRUCTION WORK Cost		2,835,500
Estimated Federal Aid	81.85%	<u>2,320,857</u>
LOCAL SHARE (After Federal Aid)		514,643
LOCAL COMMUNITY Participation		
Southgate	9.075%	257,322
COUNTY Participation	9.075%	257,322
 <b>Participation In Estimated CONSTRUCTION ENGINEERING and QUALITY CONTROL TESTING</b>		
Total Estimated CONSTRUCTION ENGINEERING and QUALITY CONTROL TESTING Cost		425,300
Estimated Federal Aid	81.85%	<u>348,143</u>
LOCAL SHARE (After Federal Aid)		77,157
LOCAL COMMUNITY Participation		
Southgate		0
COUNTY Participation		77,157
 <b>SUMMARY OF COST PARTICIPATION</b>		
GRAND TOTAL ESTIMATED PROJECT COST		3,260,800
Estimated Federal Aid		2,669,000
LOCAL SHARE (After Federal Aid)		591,800
LOCAL COMMUNITY Participation		
Southgate		257,322
COUNTY Participation		334,479
 <b>WORKING CAPITAL ADVANCE</b>		
Southgate		128,661



Resolution #

Motion by \_\_\_\_\_, Support by \_\_\_\_\_, that

**Whereas**, the City of Southgate believes quality roads are a vital part of any community, and

**Whereas**, certain improvements are necessary to Eureka Road to increase traffic safety and to encourage economic development, and

**Whereas**, the County of Wayne has committed to the improvement of the road in an area generally described as Eureka Road from Toledo Road to Fort Street (M-85) and the City of Southgate will assist financially in the improvement of the road; and

**Whereas**, the City of Southgate will provide payment to the County of Wayne in the estimated amount of \$257,322 (which will be adjusted to reflect actual costs), as the City of Southgate' participation of the total Project Costs; and

**Now, therefore be it resolved**, that the Southgate City Council does hereby approve the proposed Agreement between the City of Southgate and County of Wayne for the improvement of Eureka Road from Toledo Road to Fort Street (M-85), and

**Be it further resolved**, that the Mayor and Clerk are authorized to execute the Agreement on behalf of the City of Southgate.

YEAS:

NAYS:

ABSENT:

ABSTAIN:

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Southgate, County of Wayne, Michigan, at a meeting held on

\_\_\_\_\_.

**RESOLUTION**

No.

By Commissioner[s] \_\_\_\_\_

**WHEREAS**, the County of Wayne acting through its County Commission at the request of the County Executive Officer has adopted a budget provides for the improvement of certain roads located within the County of Wayne and the financing thereof.

**WHEREAS**, the County of Wayne has committed to the improvement of the road in an area generally described as Eureka Road from Toledo Road to Fort Street (M-85) and the City of Southgate will assist financially in the improvement of the road; and

**WHEREAS**, the City of Southgate will provide payment to the County of Wayne in the estimated amount of \$257,322 (which will be adjusted to reflect actual costs), as the City of Southgate' participation of the total Project Costs; and

**WHEREAS**, the County of Wayne will participate in the estimated amount of \$334,479 (which will be adjusted to reflect actual costs), as the County of Wayne's participation of the total Project Costs; and

**WHEREAS**, the Michigan Department of Transportation will provide revenue in the form of Federal Aid in the estimated amount of \$2,669,000 (which will be adjusted to reflect actual costs), as the Michigan Department of Transportation participation of the total Project Costs; and

**NOW THEREFORE**, be it:

**RESOLVED**, by the Wayne County Commission this \_\_\_\_\_ day of \_\_\_\_\_ 2019 that the City of Southgate to provide for cost sharing in the improvements of Eureka Road from Toledo Road to Fort Street (M-85), as recommended by the Chief Executive Officer; and be it further

**RESOLVED**, that the Chief Executive Officer be, and is hereby duly authorized to execute the aforementioned contract on behalf of the County of Wayne.

JOSEPH G. KUSPA  
Mayor

JANICE M. FERENCZ  
City Clerk

JAMES E. DALLOS  
Treasurer



## City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI  
Council President

MARK FARRAH

KAREN E. GEORGE

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

June 7, 2019

Honorable City Council Members  
14400 Dix-Toledo Rd.  
Southgate, Michigan 48195

Re: Bid for Pennsylvania Road Resurfacing (Fort St. to Central Ave.)

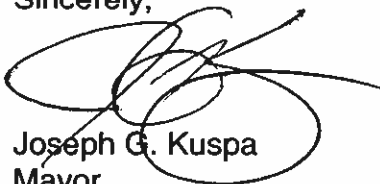
Ladies and Gentlemen:

Wayne County and Southgate, Riverview and Wyandotte will participate in the Pennsylvania Road improvement project. The project will include the road surface from Fort Street to Central Avenue.

The principal funding sources are Federal Aid and local match. Southgate's share is \$19,119.00 with a working capital advance of 50% or \$9,560.00.

The administration is recommending Council's favorable consideration and pass the attached resolution approving the Intergovernmental agreement between the City of Southgate and Wayne County.

Sincerely,



Joseph G. Kuspa  
Mayor

JOSEPH G. KUSPA  
*Mayor*

JANICE M. FERENCZ  
*City Clerk*

JAMES E. DALLOS  
*Treasurer*



## City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI  
*Council President*

MARK FARRAH

KAREN E. GEORGE

BILL COLOVOS


DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

### MEMORANDUM

**TO:** The Honorable Mayor and City Council

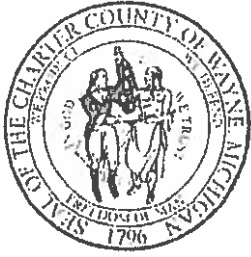
**FROM:** David Angileri, Assistant City Administrator/Finance Director 

**DATE:** June 7, 2019

**RE:** Construction Pennsylvania Road Resurfacing – Fort to Central Avenue

I have reviewed the above and concur with the City Engineers for the Pennsylvania Road Resurfacing paving project. Southgate Share is \$19,119.00 with a working capital advance of 50% or \$9,560.00.

Adequate funds are available in the Act 51 Major Street Fund to cover this amount. If you have any questions, please do not hesitate to call me.



Warren C. Evans  
Wayne County Executive

June 3, 2019

Via Email: [jferencz@ci.southgate.mi.us](mailto:jferencz@ci.southgate.mi.us)

Janice M. Ferencz, City Clerk  
City of Southgate  
14400 Dix-Toledo Road  
Southgate, MI 48195

**RE: IGA between the Charter County of Wayne and the City of Southgate  
For Pennsylvania Road from Fort Street (M-85) to Central Avenue  
Wayne County Work Order No. 47044**

Dear Ms. Ferencz:

Enclosed is a proposed cost sharing Intergovernmental Agreement between the County of Wayne and the City of Southgate for improvements of Pennsylvania Road.

Please review, and if satisfactory, please print and return two signed (blue ink) original copies to my attention, together with two Certified Resolutions from the Southgate City Council, along with a check for the Working Capital Advance for \$9,560. Upon approval by the Wayne County Commission, a fully executed copy will be returned to you.

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

Very truly yours,

/s/ Ronald P. Agacinski

Ronald P. Agacinski  
Staff Engineer  
400 Monroe, 3rd Floor  
Detroit, MI 48226  
313-224-7775

Attachments: IGA  
C: City of Riverview  
City of Wyandotte

**INTERGOVERNMENTAL AGREEMENT**

**among**

**THE COUNTY OF WAYNE,  
THE CITY OF RIVERVIEW,  
THE CITY OF SOUTHGATE, and  
THE CITY OF WYANDOTTE**

**for**

**Improvements to Pennsylvania Road  
from Fort Street (M-85) to Central Avenue**

**Wayne County Work Order No. 47044**

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## **INTRODUCTION**

**THIS AGREEMENT**, among the County of Wayne, Michigan, a body corporate and Charter county (hereinafter referred to as the “COUNTY”) and the Cities of Riverview, Southgate and Wyandotte, Michigan, each a municipal corporation (hereafter referred to individually as a “CITY” and collectively as the “CITIES”).

This Agreement is made for the purpose of fixing the rights and obligations of the parties with respect to the following road improvements on Pennsylvania Road, which is a COUNTY road located in the CITIES (hereinafter referred to as the “Project”):

## **PROJECT DESCRIPTION**

Hot mix asphalt cold milling and resurfacing work along Pennsylvania Road from Fort Street (M-85) easterly to Central Avenue; including concrete pavement repair, concrete sidewalk ramp, permanent signing, and pavement marking work; and all together with necessary related work.

**WHEREAS**, Pennsylvania Road is under the jurisdiction and control of the COUNTY, and is located within the CITIES; and

**WHEREAS**, Act 51 of the Public Acts of 1951, as amended, authorizes counties to enter into contracts to perform work on any highway, road, or street within the limits of a county or adjacent thereto, and provides for the joint participation in the cost thereof; and

**WHEREAS**, the Project will significantly enhance the road system for the citizens of the COUNTY and the CITIES; and

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

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



## **ARTICLE 1 DEFINITIONS**

Wherever used in this Agreement, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- 1.1 **AGREEMENT** – The written contract between COUNTY and the CITIES regarding the Project.
- 1.2 **AS-BUILTS (AS-BUILT DRAWINGS)** – Reproducible Project construction drawings revised to show significant changes made during the construction process; usually based on marked-up prints, drawings and other data.
- 1.3 **BID** – The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Project.
- 1.4 **BIDDER** – Any person, firm or corporation submitting a Bid for the Project.
- 1.5 **BIDDING DOCUMENTS** – The advertisement and invitation to Bid, including approved plans, specifications, addendum, and other documents issued on which the Bid is based.
- 1.6 **BONDS** – Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor.
- 1.7 **CHANGE ORDER** – The written order of the COUNTY, or its duly authorized representative, for changes in or extras to a contract.
- 1.8 **CONSTRUCTION ENGINEERING** – All services necessary to adequately assure that the Project is being constructed in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Services include, but are not limited to, contract administration, construction staking, construction inspection and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials plus current COUNTY charges for the overhead, fringes and benefits.
- 1.9 **CONSTRUCTION WORK** – All work performed to construct the Project in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Work is to be performed by the responsive qualified low Bidder together with approved subcontractors, COUNTY forces, and/or the third parties that have a relevant interest in the Project. Costs include, but are not limited to, unit prices extended for actual quantities completed, lump sum work, force account work that includes, but is not limited to, direct labor, equipment, materials plus current COUNTY charges for costs directly associated with the Project construction.
- 1.10 **ENGINEER** – The Director of Engineering/County Highway Engineer for Wayne County or his duly appointed representative who is responsible for engineering supervision of preliminary engineering, construction engineering and/or quality control testing aspects of the Project.
- 1.11 **ENGINEER'S ESTIMATE** – The approximated cost of construction work based on plan quantities of Construction Work items defined in the Project plans and specifications.
- 1.12 **PRELIMINARY ENGINEERING** – All services necessary to adequately prepare plans and

and/or bulletins. Preliminary Engineering services may include, but are not limited to, surveys, soil investigations, design, drafting, reviews, permits, and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials plus current COUNTY charges for overhead, fringes and benefits.

- 1.13 PROJECT COSTS – See Article 2.
- 1.14 QUALITY CONTROL TESTING – All services necessary to adequately assure that the Project materials are being supplied and/or installed in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Services include, but are not limited to, sampling onsite, sampling at the source, onsite testing, laboratory testing and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials together with the current appropriate COUNTY charges for overhead, fringes and benefits.
- 1.15 WORKING CAPITAL ADVANCE – A non-interest bearing deposit by each of the CITIES with the COUNTY, which will be used by the COUNTY for Project Costs.

## **ARTICLE 2 PROJECT COSTS**

2.1 As herein used, the term “Project Costs”, shall include, but not be limited to, the cost of the Construction Work, Construction Engineering, Quality Control Testing, and/or other miscellaneous work together with any costs associated with changes, Change Orders, extras, amendments, addenda, and/or bulletins.

2.2 The parties acknowledge that the construction Bids are subject to Change Orders.

## **ARTICLE 3 TERM OF CONTRACT**

3.1 The effective date of this Agreement is upon approval of the Wayne County Commission and shall terminate on September 30, 2024 at 11:59 p.m.

**ARTICLE 4  
CITIES' RESPONSIBILITIES**

4.1 The CITIES will provide all information for their utilities (i.e. As-Builts) and perform exposures of those utilities at their cost when required by the Engineer.

4.2 The CITIES will be solely responsible for the removal and relocation, as required for the Project, of any of their respective municipal utilities located within the roadway right-of-way throughout the limits of the Project and shall cause such removal and relocation immediately upon notification by the COUNTY.

**ARTICLE 5  
WAYNE COUNTY'S RESPONSIBILITIES**

5.1 The COUNTY shall perform all Preliminary Engineering.

5.2 The COUNTY shall arrange for the contract bidding, award of the contract and administer the contract.

5.3 The COUNTY shall perform all Construction Engineering.

5.4 The COUNTY shall perform the Quality Control Testing of all materials to be incorporated into the Project.

5.5 The COUNTY shall appoint an Engineer for the Construction Work for the Project.

5.6 The COUNTY shall keep accurate records and accounts of the Project Costs that shall be accessible for inspection and audit by a representative of the CITY.

**ARTICLE 6  
COST SHARING**

6.1 The parties hereto acknowledge that the current estimated Project Costs are One Million One Hundred Eighty Six Thousand Eight Hundred Dollars (\$1,186,800) and the current estimated Construction Work Costs are One Million Thirty Two Thousand Dollars (\$1,032,000), as set forth in **Exhibit A**, which is

based on estimated Project Costs.

6.2 The parties hereto acknowledge that Project Costs will be partially funded by federal aid up to 81.85% and that the balance of the Project Costs will be funded by the local share of 18.15%.

6.3 The COUNTY shall pay: 1) 50% of the local share of Construction Work cost; 2) 100% of the local share of Construction Engineering and Quality Control Testing cost up to 15% of the total Project Costs, and for that portion of the local share that exceeds 15% of the total Project Costs the County shall pay 50% of the excess local share of any Construction Engineering and Quality Control Testing.

6.4 6.4 The CITIES shall pay: 1) 50% of the local share of Construction Work cost (25% of the local share by Riverview; 10.2075% of the local share by Southgate; and 14.7925% of the local share by Wyandotte); 2) 0% of the local share of Construction Engineering and Quality Control Testing cost up to 15% of the total Project Costs, and for that portion of the local share that exceeds 15% of the total Project Costs the CITIES shall pay 50% of the excess local share of any Construction Engineering and Quality Control Testing (25% of the excess local share by Riverview; 10.2075% of the excess local share by Southgate; and 14.7925% of the excess local share by Wyandotte).

6.5 The parties hereto acknowledge that the Bid for the construction costs may exceed the estimated project construction costs as set forth in this Agreement, and the parties hereto agree to pay their respective portions of the actual Project Costs.

6.6 The parties hereto acknowledge that during construction Change Orders may be issued which will affect the final costs. The parties hereto agree to accept the judgment of the Engineer as final.

## **ARTICLE 7 PAYMENT TERMS**

7.1 Upon execution of this Agreement by each of the CITIES respectively, each of the CITIES shall provide a Working Capital Advance payment to the COUNTY in the following amounts (as found in

**Exhibit A** to this Agreement):

City of Riverview: \$23,414, (50%) of its participation in the total Project Costs.

City of Southgate: \$9,560, (50%) of its participation in the total Project Costs.

City of Wyandotte: \$13,854, (50%) of its participation in the total Project Costs.

7.2 Each of the CITIES shall make payment of the invoice(s) within thirty (30) days of receipt of the invoice(s).

7.3 The final project costs will be used to adjust the monetary value of the CITIES' actual share of the Project Costs for the Project.

#### **ARTICLE 8 WAIVER**

8.1 The Parties agree that no provision in this Agreement constitutes or acts as a waiver of any governmental immunity the COUNTY, its agencies, officers, employees, agents or elected officials enjoy under applicable statutory or common law.

#### **ARTICLE 9 FORCE MAJEURE**

9.1 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

#### **ARTICLE 10 HOLD HARMLESS**

10.1 Each party to this Agreement shall remain responsible for any claims arising out of its own acts and/or omissions during the performance of this Agreement, as provided by law.

10.2 This Agreement is not intended to increase either party's liability for, or immunity from, tort

claims.

10.3 This Agreement is not intended nor shall it be interpreted as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

**ARTICLE 11  
NOTICE**

11.1 Notification regarding anything in connection with this Agreement shall be sent in writing via first class mail to:

For the COUNTY:

Director of Engineering/County Highway Engineer  
Wayne County Department of Public Services  
400 Monroe Street, 3<sup>rd</sup> Floor  
Detroit, MI 48226

For the CITIES:

Southgate

Joseph Kuspa, Mayor  
14400 Dix-Toledo Road  
Southgate, MI 48195

Wyandotte

Joseph R. Peterson, Mayor  
3200 Biddle Avenue, Suite 300  
Wyandotte, MI 48192

Riverview

Andrew Swift, Mayor  
14100 Civic Park Drive  
Riverview, MI 48193

**ARTICLE 12  
TERMINATION**

12.1 The COUNTY may terminate this Agreement without cause at any time, without incurring

any liability.

12.2 A CITY may terminate its participation in this Agreement without cause at any time, without incurring any liability not set forth in this Article 12, by giving written notice to the COUNTY of the termination. The notice must specify the effective date of termination at least 30 days prior to its occurrence, and this Agreement will terminate as if the date specified were the date originally given for the expiration of this Agreement. Termination of participation in this Agreement by a CITY will not relieve such CITY of its share of the Project Costs incurred up to the date of termination of the Agreement.

12.3 Regardless of the cause for the termination of this Agreement, each party will assist the other in the orderly termination of this Agreement and will participate, in good faith, in all transfers connected with termination, whether of tangibles or intangibles, as will be necessary for the unimpeded continuation of each party's business.

### **ARTICLE 13 BINDING EFFECT/INTEGRATION**

13.1 This Agreement, including the Exhibits hereto embodies the entire Agreement and understanding among the parties hereto and supersedes all prior agreements and understandings related to the subject matter thereof. No rights or remedies are or will be acquired by either party, orally, through implication or otherwise, unless set forth herein.

13.2 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

13.3 This Agreement is effective only upon approval of the Charter County of Wayne and the CITIES as evidenced by the attached Resolutions adopted by each City Council and the Wayne County Commission, and fully executed by all parties including the Wayne County Chief Executive Officer.

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year written below.

**SIGNED IN THE PRESENCE OF:**

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

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

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

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

**FOR COUNTY OF WAYNE**

By: \_\_\_\_\_  
**Warren C. Evans**  
Its: Chief Executive Officer  
Date: \_\_\_\_\_

**FOR THE CITY OF RIVERVIEW**

By: \_\_\_\_\_  
**Andrew Swift**  
Its: Mayor  
Date: \_\_\_\_\_

**FOR THE CITY OF SOUTHGATE**

By: \_\_\_\_\_  
**Joseph Kuspa**  
Its: Mayor  
Date: \_\_\_\_\_

**FOR THE CITY OF WYANDOTTE**

By: \_\_\_\_\_  
**Joseph R. Peterson**  
Its: Mayor  
Date: \_\_\_\_\_

#

#321419v.1 (5/31/2019)



## EXHIBIT A

Pennsylvania Road / Fort (M-85) - Central Ave.

### Participation In Estimated CONSTRUCTION WORK

Total Estimated CONSTRUCTION WORK Cost		1,032,000
Estimated Federal Aid		<u>844,692</u>
LOCAL SHARE (After Federal Aid)		187,308
LOCAL COMMUNITY Participation		
<u>City of Southgate</u>	10.2075	19,119
<u>City of Wyandotte</u>	14.7925	27,708
<u>City of Riverview</u>	25.0	46,827
<u>COUNTY Participation</u>	50.0	93,654

### Participation In Estimated CONSTRUCTION ENGINEERING and QUALITY CONTROL TESTING

Total Estimated CONSTRUCTION ENGINEERING and QUALITY CONTROL TESTING Cost		154,800
Estimated Federal Aid		<u>126,704</u>
LOCAL SHARE (After Federal Aid)		28,096
LOCAL COMMUNITY Participation		
City of Southgate		0
City of Wyandotte		0
City of Riverview		0
COUNTY Participation	100	28,096

### SUMMARY OF COST PARTICIPATION

GRAND TOTAL ESTIMATED PROJECT COST		1,186,800
Estimated Federal Aid		<u>971,396</u>
LOCAL SHARE (After Federal Aid)		215,404
LOCAL COMMUNITY Participation		
City of Southgate		19,119
City of Wyandotte		27,708
City of Riverview		46,827
COUNTY Participation		121,750

### WORKING CAPITAL ADVANCE

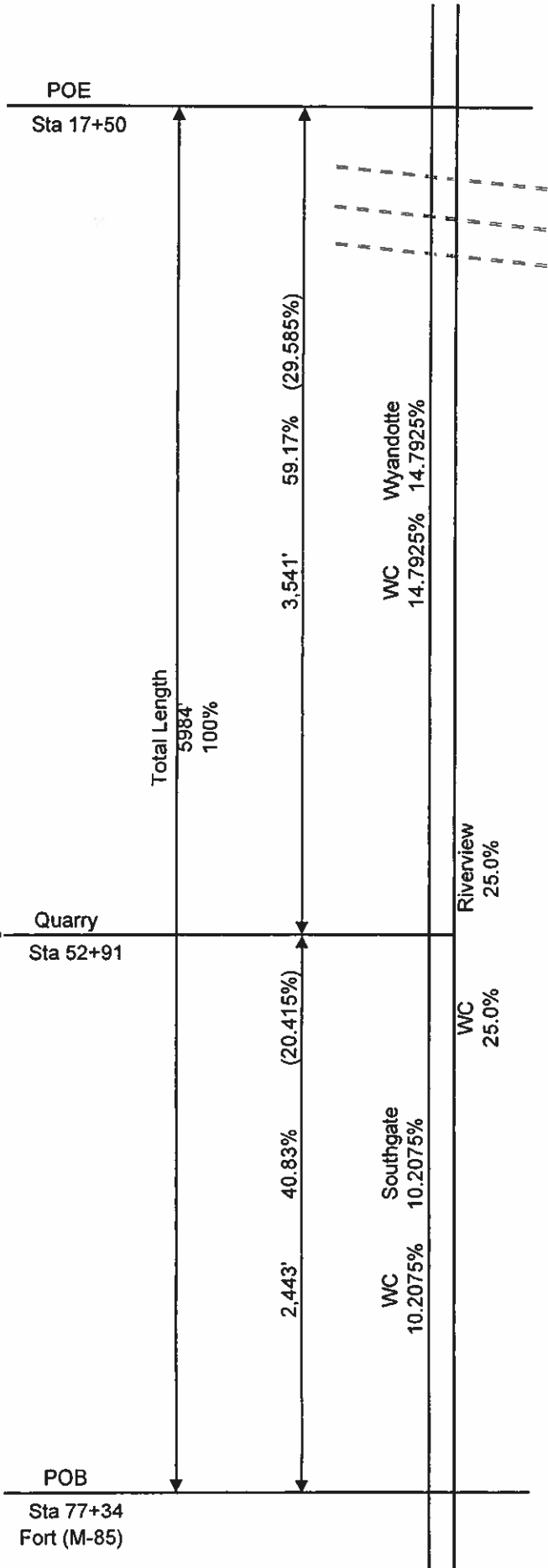
City of Southgate	9,560
City of Wyandotte	13,854
City of Riverview	23,414

-12-

Cities of Riverview, Southgate and Wyandotte / Pennsylvania Road  
W.O. 47044

# Pennsylvania - EXHIBIT A-2

5/31/2019



Total Construction Costs = 81.85% Federal Aid = 18.15% Local Match

Part A

Current Engineer Estimate	\$ 1,032,000.00	(which will be adjusted to reflect actual costs)
Federal Aid	\$ 844,692.00	
Local Match	\$ 187,308.00	

The above percentages are applied to the 18.15% Local Match

<b>Southgate</b>	10.2075	0.1815	1,032,000.00	=	\$ 19,119
<b>Wyandotte</b>	14.7925	0.1815	1,032,000.00	=	\$ 27,708
<b>Riverview</b>	25.0	0.1815	1,032,000.00	=	\$ 46,827
<b>WC</b>	10.2075				
	14.7925				
	25.000				
	50.000	0.1815	1,032,000.00	=	\$ 93,654
					\$ 187,308

Resolution #

Motion by \_\_\_\_\_, Support by \_\_\_\_\_, that

Whereas, the City of \_\_\_\_\_ believes quality roads are a vital part of any community, and

Whereas, certain improvements are necessary to Pennsylvania Road to increase traffic safety and to encourage economic development, and

Whereas, the County of Wayne has committed to the improvement of the road in an area generally described as Pennsylvania Road from Fort Street (M-85) to Central Avenue and the City of \_\_\_\_\_ will assist financially in the improvement of the road; and

Whereas, the City of \_\_\_\_\_ will provide payment to the County of Wayne in the estimated amount of \$ \_\_\_\_\_ (which will be adjusted to reflect actual costs), as the City of \_\_\_\_\_'s participation of the total Project Costs; and

Now, therefore be it resolved, that the \_\_\_\_\_ City Council does hereby approve the proposed Agreement between the City of \_\_\_\_\_ and County of Wayne for the improvement of Pennsylvania Road from Fort Street (M-85) to Central Avenue, and

Be it further resolved, that the Mayor and Clerk are authorized to execute the Agreement on behalf of the City of \_\_\_\_\_.

YEAS:

NAYS:

ABSENT:

ABSTAIN:

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of \_\_\_\_\_, County of Wayne, Michigan, at a meeting held on \_\_\_\_\_.

**RESOLUTION**

No.

By Commissioner[s] \_\_\_\_\_

**WHEREAS**, the County of Wayne acting through its County Commission at the request of the County Executive Officer has adopted a budget provides for the improvement of certain roads located within the County of Wayne and the financing thereof.

**WHEREAS**, the County of Wayne has committed to the improvement of the road in an area generally described as Pennsylvania Road from Fort Street (M-85) to Central Avenue and the Cities of Riverview, Southgate and Wyandotte will assist financially in the improvement of the road; and

**WHEREAS**, the Cities of Riverview, Southgate and Wyandotte will provide payment to the County of Wayne in the estimated amount of \$93,654 (which will be adjusted to reflect actual costs), as the Cities of Riverview, Southgate and Wyandotte's participation of the total Project Costs; and

**WHEREAS**, the County of Wayne will participate in the estimated amount of \$121,750 (which will be adjusted to reflect actual costs), as the County of Wayne's participation of the total Project Costs; and

**WHEREAS**, the Michigan Department of Transportation will provide revenue in the form of Federal Aid in the estimated amount of \$971,396 (which will be adjusted to reflect actual costs), as the Michigan Department of Transportation participation of the total Project Costs; and

**NOW THEREFORE**, be it:

**RESOLVED**, by the Wayne County Commission this \_\_\_\_\_ day of \_\_\_\_\_ 2019 that the Cities of Riverview, Southgate and Wyandotte to provide for cost sharing in the improvements of Pennsylvania Road from Fort Street (M-85) to Central Avenue, as recommended by the Chief Executive Officer; and be it further

**RESOLVED**, that the Chief Executive Officer be, and is hereby duly authorized to execute the aforementioned contract on behalf of the County of Wayne.

---

From the Desk of:  
Robert Tarabula  
Director, D.P.S.  
May 23, 2019

---

To: City Council

Re: Hydrant Use Ordinance Change

I am requesting that the City Council change the hydrant use permit ordinance, 1044.12 (b) so that the fee charged is to be determined by a resolution of the Southgate Water Board and Southgate City Council. ORD 1044.12 (b) would read as follows:

(b) A hydrant use permit may be issued for commercial use purposes at a cost determined by resolution of the Southgate Water Board and the Southgate City Council, which would include a non-refundable user fee and a deposit of the cost of the hydrant meter. The balance available in the deposit is refundable following its use, upon inspection of the hydrant meter and water usage, which fee shall be applied against the deposits. The Hydrant use permit is renewable every 30 days at no additional cost. The applicant must display a copy of the permit on-site at all times. Permits may be issued only upon demonstration by the applicant:

- (1) That an adequate back-flow prevention system has been installed;
- (2) The use of proper fittings and hoses;
- (3) A contact name and a 24 hour telephone number of the entity requesting the hydrant permit; and
- (4) The allocation of appropriate space for an approved Department employee to inspect the hydrant sign and permit.

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

Sincerely,



Robert Tarabula,  
Director of Public Services

RT/sb