

Southgate City Council Agenda

Council Chambers

14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday June 21, 2023

6:30pm **Work Study Session**

1. Officials Reports
2. Discussion of Agenda Items

7:00 pm **Regular Meeting**

Pledge of Allegiance

Roll Call: Ayres-Reiss, Colovos, George, Graziani, Kowalsky, Kuspa, Rauch

Minutes:

1. Work Study Session Minutes dated June 7, 2023
2. Regular City Council Meeting Minutes dated June 7, 2023

Scheduled Persons in the Audience:

Consideration of Bids:

1. Letter from Mayor; Re: Award for Bid Demolition of 16133 Eureka

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Scheduled Hearings:

Communications "A":

1. Letter from Mayor; Re: Appointments to Board of Review
2. Memo from Administrator; Re: Rezoning of 3 Vacant Parcels at 14005 Allen Rd
3. Memo from Administrator; Re: Extending the Service Contract with Rapid Response EMS
4. Letter from Mayor; Re: Renewal of Online Document Storage Subscription (**Waiver of Bid**)
5. Memo from ACA/Finance Dir.; Re: Fiscal Year 2022-23 4th Quarter Budget Amendment

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Communications "B" – (Receive and File):

1. Letter from Mayor; Re: Appointments to Brownfield Redevelopment Authority
2. Letter from Mayor; Re: Appointments to CASE Commission

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Ordinances:

1. Memo from Administrator; Re: 1st Reading of Multifamily Rental Housing Certification and Inspections Ordinance

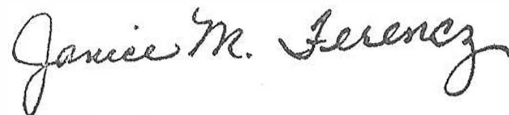
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New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant #1475 \$1,784,923.06

Adjournment:



Janice M. Ferencz, City Clerk

City Council

Work Study Session

June 7, 2023

An Informal Meeting of the Council of the City of Southgate was held on June 7, 2023 at 6:30 P.M. and called to order by Council President Zoey Kuspa.

Present: Priscilla Ayres-Reiss, Bill Colovos, Karen George, Christian Graziani, Greg Kowalsky, Zoey Kuspa, Phil Rauch

Absent:

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 Clerk Janice Ferencz, 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:

- Waiver bid-Replacement Furnaces and A/C Units for Library
- Waiver bid-Purchase of Lucas 3 Chest Compression System
- Waiver bid-Purchase of Street Sweeper
- Waiver bid-Purchase of BS&A Human Resources Module
- Listing of Parcel #53 014 99 0002 000 for Sale and the Approval of Signature Associates as the Broker
- Amend Board of Review Ordinance to Allow for Alternate appointments to Board of Review

This meeting ended at 6:58 pm.

City of Southgate

Regular City Council Meeting

June 7, 2023

A Regular Meeting of the Council of the City of Southgate was held on Wednesday, June 7, 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, Karen George, Christian Graziani, Greg Kowalsky, Zoey Kuspa, Phil Rauch
Absent:
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 Clerk Janice Ferencz, City Treasurer Chris Rollet, 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

Minutes:

Moved by Colovos, supported Kowalsky, RESOLVED, that the minutes of the City Council Work Study Session dated May 17, 2023 be approved as presented. Carried unanimously.

Moved by Rauch, supported by Ayres-Reiss, RESOLVED, that the minutes of the Regular City Council Meeting dated May 17, 2023 be approved as presented. Carried unanimously.

Communications "A":

1. Letter from Mayor; Re: Purchase of Replacement Furnaces and A/C Units for Library moved by Colovos, supported by George, RESOLVED THAT the Southgate City Council waive the bid process and award the purchase of replacement furnaces and A/C units at the Southgate Veterans Memorial Library to Flo-Aire Heating & Cooling (15761 Eureka, Southgate, MI 48195) in the amount of \$41,200.00.
Motion carried unanimously.
2. Letter from Mayor; Re: Purchase of Lucas 3 Chest Compression System moved by George, supported by Rauch, RESOLVED THAT the Southgate City Council waive the bid process and award the purchase of a Stryker Lucas 3 chest compression system, including the protective case, to Stryker Medical (PO Box 93308, Chicago, IL 60673) in the amount of \$16,906.15.
Motion carried unanimously.
3. Letter from Mayor; Re: Purchase of Street Sweeper moved by Rauch, supported by George, RESOLVED THAT the Southgate City Council waive the bid procedure and award the purchase of an Elgin Pelican Street Sweeper to Bell Equipment Company (78 Northpointe Drive, Lake Orion, MI 48359) for the price obtained through MIDeal cooperative bidding group in the amount of \$280,135.00.
Motion carried unanimously.
4. Memo from Mayor; Re: Purchase of BS&A Human Resources Module moved by George, supported by Colovos, RESOLVED THAT the Southgate City Council waive the bid process and approve the purchase of the Human Resources module from BS&A Software not-to-exceed the amount of \$23,625.00.
Motion carried unanimously.
5. Memo from City Administrator; Re: Listing of Parcel #53 014 99 0002 000 for Sale and the Approval of Signature Associates as the Broker moved by Rauch, supported by Kowalsky, RESOLVED THAT the Southgate City Council approve the listing of Parcel #53 014 99 0002 000 for sale at the appraised value of \$625,000 and to authorize the City Administrator to sign the listing agreement with Signature Associates (One Towne Square, Suite 1200, Southfield, MI 48076).
Motion carried unanimously.

Regular City Council Meeting June 7, 2023

6. Letter from City Administrator; Re: Amend Board of Review Ordinance to Allow for Alternate Appointments to Board of Review moved by Kowalsky, supported by George, RESOLVED THAT the Southgate City Council waive the second reading and establish Sec. 256.01 as stated allowing for the appointment of up to two (2) Alternate Board of Review members.
Motion carried unanimously.

Unscheduled Persons In the Audience

1. Glenn Bednarz, 13801 Netherwood, voiced his concerns with the trash/recycling/yard waste pickup and the high weeds around the city.
2. Will Davis, 13220 Village Park, Apt 1023, voiced his concern with obtaining a handicap parking spot at the building where he resides.

Claims and Accounts:

Moved by Graziani, supported by Rauch, RESOLVED, that Claims and Accounts be paid as outlined on Warrant #1474 for \$1,784,923.06.
Motion carried unanimously.

Adjournment:

Moved by Colovos, supported by Ayres-Reiss, RESOLVED THAT this Regular Meeting of the Southgate City Council be adjourned at 7:31 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

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

June 14, 2023

To the Honorable
City Council
Southgate, Michigan 48195

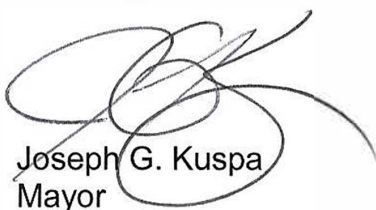
Re: Award Bid for Demolition of 16133 Eureka Road

Ladies and Gentlemen:

I have reviewed the above and concur with the Assistant City Administrator/Finance Director's recommendation to award the bid for demolition services at 16133 Eureka Road to International Construction, Inc., Shelby Township, Michigan in the amount of \$26,900.00. This was the lowest bid received.

Adequate funds are available in the FY 2023/24 General Fund. Costs will be billed to the property owner and placed on the tax roll as a lien if not paid.

Sincerely,



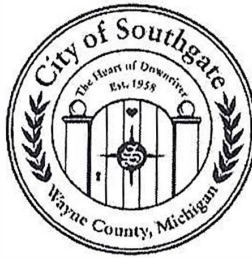
Joseph G. Kuspa
Mayor

JGK/law

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

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 *DWD*

DATE: June 14, 2023

RE: Recommendation to Award Bid for Demolition of 16133 Eureka Road

I have reviewed the bid proposals and recommend awarding the bid for demolition services at 16133 Eureka Road to International Construction, Inc. (Shelby Township MI) in the amount of \$26,900.00. International Construction provided the lowest bid proposal of the six responses.

Funds are available in the General Fund. Costs will be billed to the property owner, and placed on the tax roll as a lien if not paid.

Proposed Motion

Award bid to International Construction, Inc. (Shelby Township MI) for demolition of 16133 Eureka Road in the amount of \$26,900.00.

Company	Bid	
Oakwood Builders	\$ 28,800.00	
Metropolitan Environmental	\$ 34,687.00	
Thomas Group	\$ 32,500.00	
Vin-Con	\$ 46,060.00	
International Construction	\$ 26,900.00	LOW BIDDER
Adam's Group	\$ 59,610.00	

International Construction, Inc.

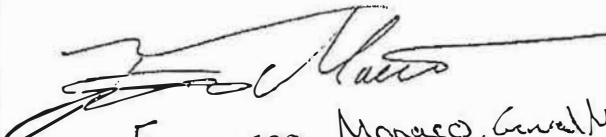
53618 Cherrywood Drive
Shelby Township, MI 48315
O(586)749-9895
C(810)523-0625

Estimate

Date	Estimate #
5/10/2023	110

6/2/23 FM

Name / Address
City of Southgate 14400 Dix-Toledo Road Southgate, MI 48195

			Project
Description	Qty	Rate	Total
16133 Eureka Road, Southgate, MI 48195 Parcel No. 53-022-99-0001-708 Demolition and abatement according to bid specs 23-299-02 Demolition of Buildings and Structures  Francesco Monaco, General Manager 6/2/2023		26,900.00	26,900.00
		Total	\$26,900.00

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

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

June 12, 2023

To The Honorable
Southgate City Council
Southgate, Michigan 48195

Re: Appointments to Boards/Commissions

Ladies and Gentlemen:

Please be advised I have made the following appointments:

Economic Development Corp. Board – for a term expiring June 2029

Sam Galanis
Jay Leonard

Board of Review – for a term expiring June 2027

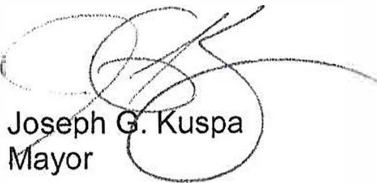
Chris Poirier

Board of Review – for a term expiring June 2026

Maryann Zelasko
Paul Knott (Alternate)

Your concurrence on these appointments is appreciated.

Sincerely,



Joseph G. Kuspa
Mayor

Cc: Janice 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

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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: June 13, 2023

Re: Rezoning of 3 Vacant Parcels at 14005 Allen Rd from R1-B to RM

On Monday, June 12, 2023 the Planning Commission held a public hearing for the rezoning of three adjacent parcels totaling 1.05 acres located at the southeast corner of Allen Rd and Superior. The rezoning request was made by Joe Disanto of NexGen Group LLC, and was reviewed by John Enos, our City Planner with Carlisle Wortman and Associates. Mr. Enos recommended the rezoning and the CWA official analysis is attached. The Planning Commission voted unanimously to recommend City Council approve the request. Planning Commission meeting minutes have also been provided in your agenda packet.

Please contact me if you have any questions

PROPOSED MOTION: *To concur with the recommendation of the Planning Commission, and approve the rezoning of the three vacant parcels located at 14005 Allen Rd from R1-B One-Family Residential to RM Multiple Family Residential District.*

RETURN TO:

Clerk's Office
City of Southgate
14400 Dix-Toledo
Southgate, MI 48195

Form No. 01

Case No. 02-2023Date Received 5-4-2023

CITY OF SOUTHGATE

APPLICATION FOR PLANNING COMMISSION REVIEW

Concerning a request to be heard before the Southgate Planning Commission on the following:

TO BE COMPLETED BY THE APPLICANT:

14005 Allen Rd.

<p>Owner/Applicant</p> <p>Name <u>Nex Gen Group, LLC</u> <u>Superior Allen, LLC</u></p> <p>Address <u>570 Central St</u> <u>Wyandotte MI 48192</u> (City) (State) (Zip)</p> <p>Telephone <u>734-341-4873</u></p>	<p>Agent</p> <p>Name <u>Joe Disanto</u> <u>Jdisanto@sbcglobal.net</u></p> <p>Address <u>570 Central</u> <u>Wyandotte MI 48192</u> (City) (State) (Zip)</p> <p>Telephone <u>734-341-4873</u></p>
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Information regarding the site:

Street Address: VACANT - SOUTHEAST CORNER OF ALLEN/SUPERIORMajor Cross Streets: ALLEN/SUPERIORParcel / Lot No.: LOTS 41, 42, 43 SHOREWALKERS FARM SUBAcreage: _____ Dimensions of Parcel / Lot: 170' Frontage: 270'Current Zoning (please circle): RE (R-1) R-1A R-1B RM RO C-1 C-2 C-3 M-1 MH PD P-1Current Use: VACANT LAND

Requested action:

☒ RezoningRequested District: RM☐ Conditional Use ApprovalRequested Use: MULTI FAMILY - SEVEN
UNITS ATTACHED GARAGE
#1350 # EACH☐ Site Plan Review☐ Plat Review☐ Other

Please Specify _____

Information regarding request:

I hereby request a hearing before this body to:

(Please supply detailed information. For example, why you are requesting the proposed action, a complete description of the project, how the request is compatible with adjacent land uses and zoning districts, how the request is in compliance with the goals, policies, and future land use plan of the City of Southgate Master Plan, any information you feel is pertinent to your application, etc. Feel free to attach additional documents to this application if it will help describe your project or if you need more room than is provided below.)

WE REQUEST CONDITIONAL REZONING TO RM
TO ALLOW FOR SEVEN ATTACHED RANCH UNITS
EACH UNIT WILL BE 1350 SQFT, TWO BEDROOM, ATTACHED
GARAGE ON A SLAB. FULL BRICK. THE REZONING
REQUEST WILL ALLOW FOR A TRANSITION FROM
THE MICHIGAN ROAD CORRIDOR TO LOW DENSITY,
HUNTERS.

A SKETCH CLEARLY DEPICTING THE REQUEST MUST BE ATTACHED TO THIS APPLICATION FOR IT TO BE VALID. FOR SITE PLAN REVIEW, A SITE PLAN MEETING THE REQUIREMENTS OF SECTION 1298.07 MUST BE ATTACHED.

The Applicant / Agent must appear before the Planning Commission on _____
(Date)

THE OWNER OF THE PROPERTY DESCRIBED ON THIS APPLICATION AND THAT ALL STATEMENTS HEREIN AND IN THE DOCUMENTS SUBMITTED ARE TRUE.

Signature – Owner / Agent: _____ Date: _____

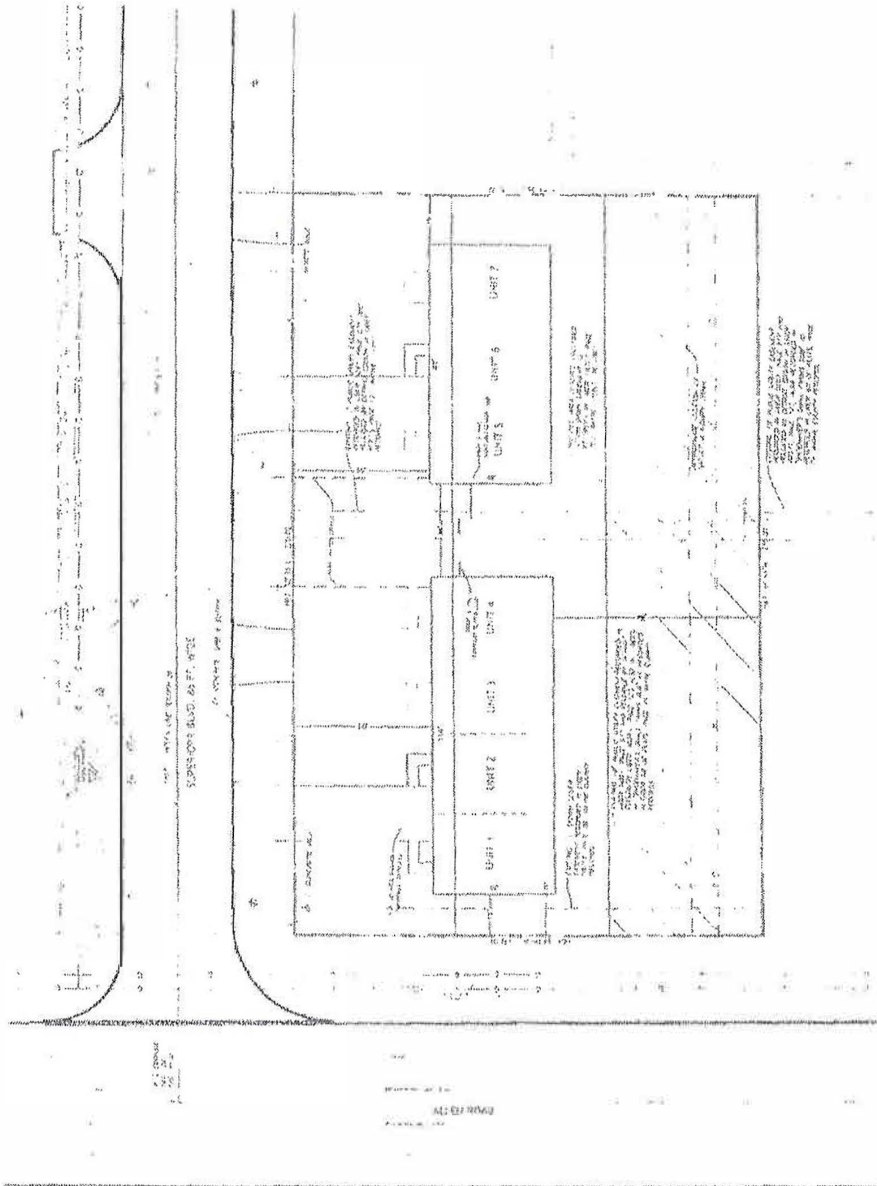
To review your application properly, Planning Commission members may need access to the property in question. Please initial if permission is given for property access. INITIALS _____

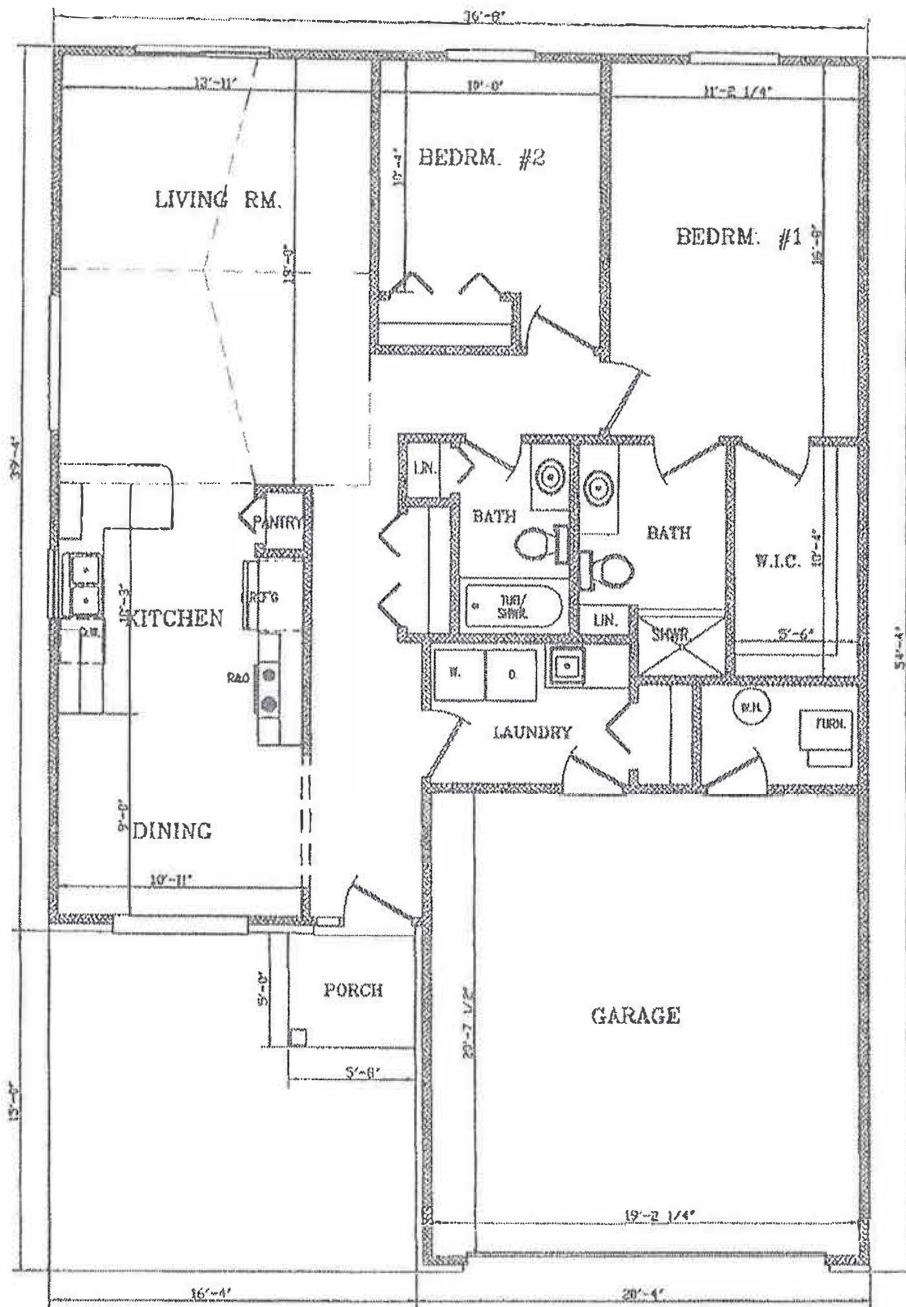
Fees must be paid at the same time this application is submitted to the City.

OFFICE USE:

Date Received: _____ Received By: _____
(Staff's Name)
Fee Charged: _____
Check No.: _____ Receipt No.: _____

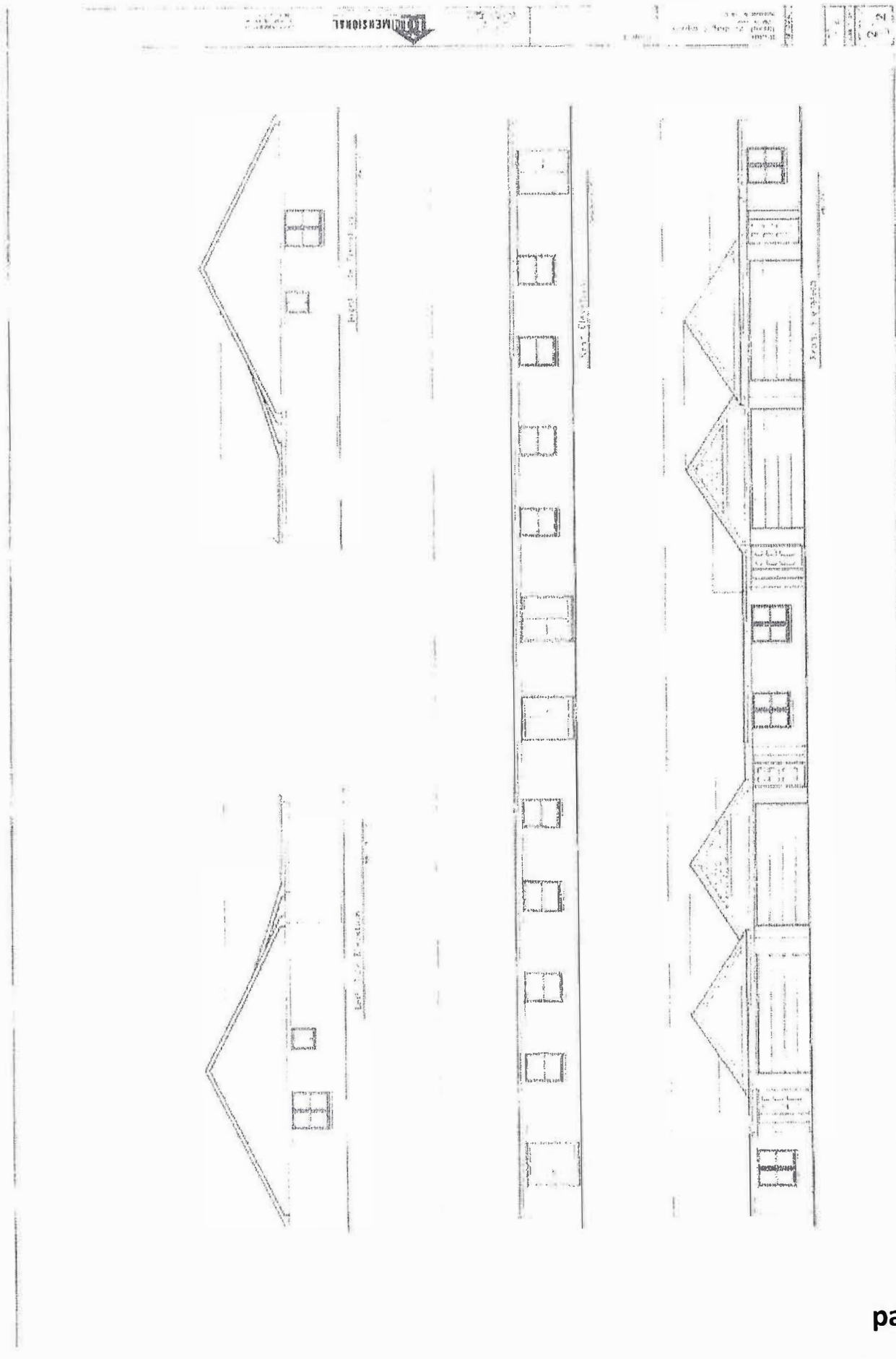
NOTE: THESE ARE THE ONLY TWO UNITS THAT HAVE BEEN IDENTIFIED AS BEING USED BY THE SUBJECTS. THE OTHER UNITS IN THE BUILDING ARE NOT IDENTIFIED AS BEING USED BY THE SUBJECTS. THE SUBJECTS ARE NOT IDENTIFIED AS BEING USED BY THE OTHER UNITS IN THE BUILDING.

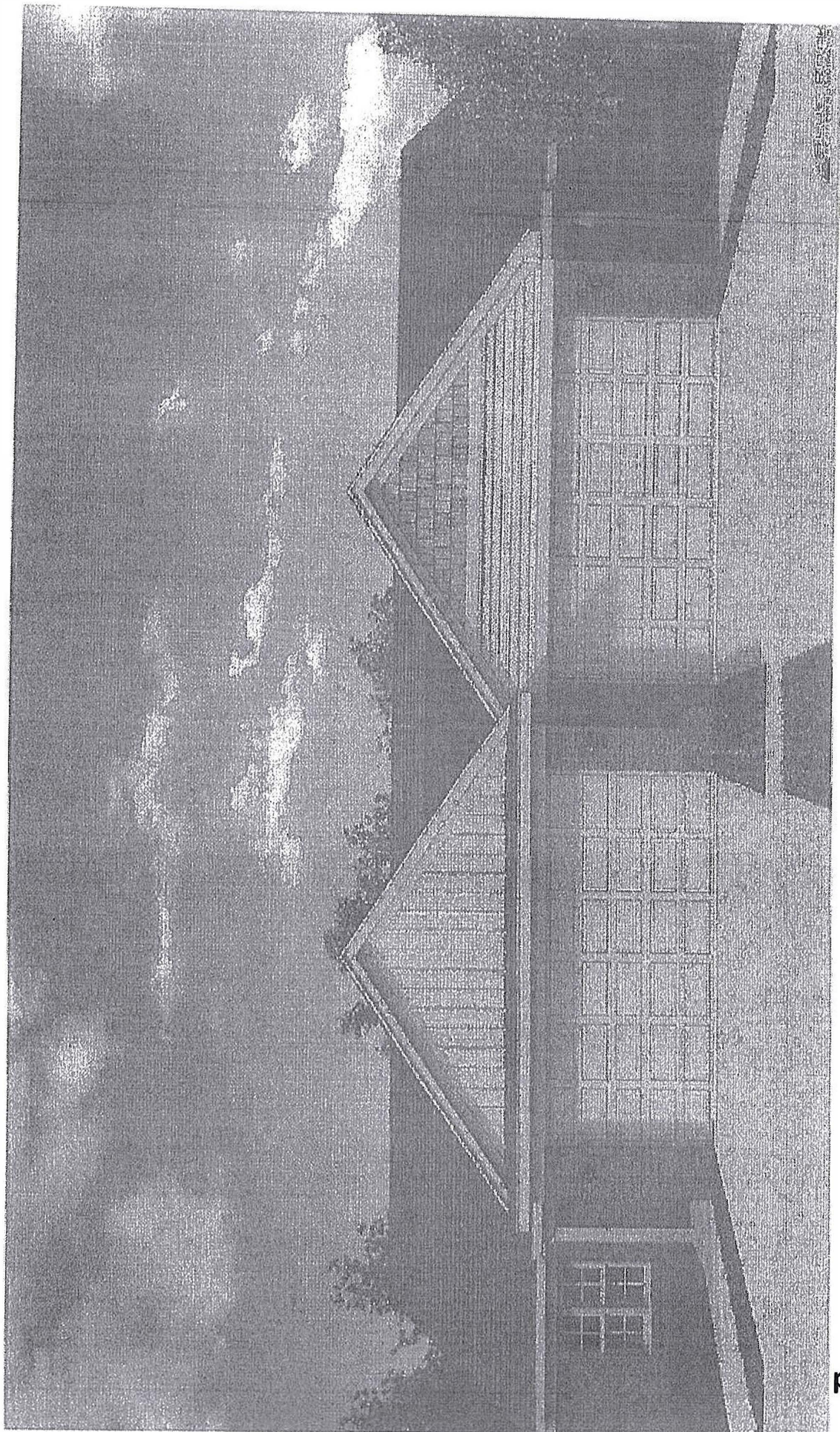




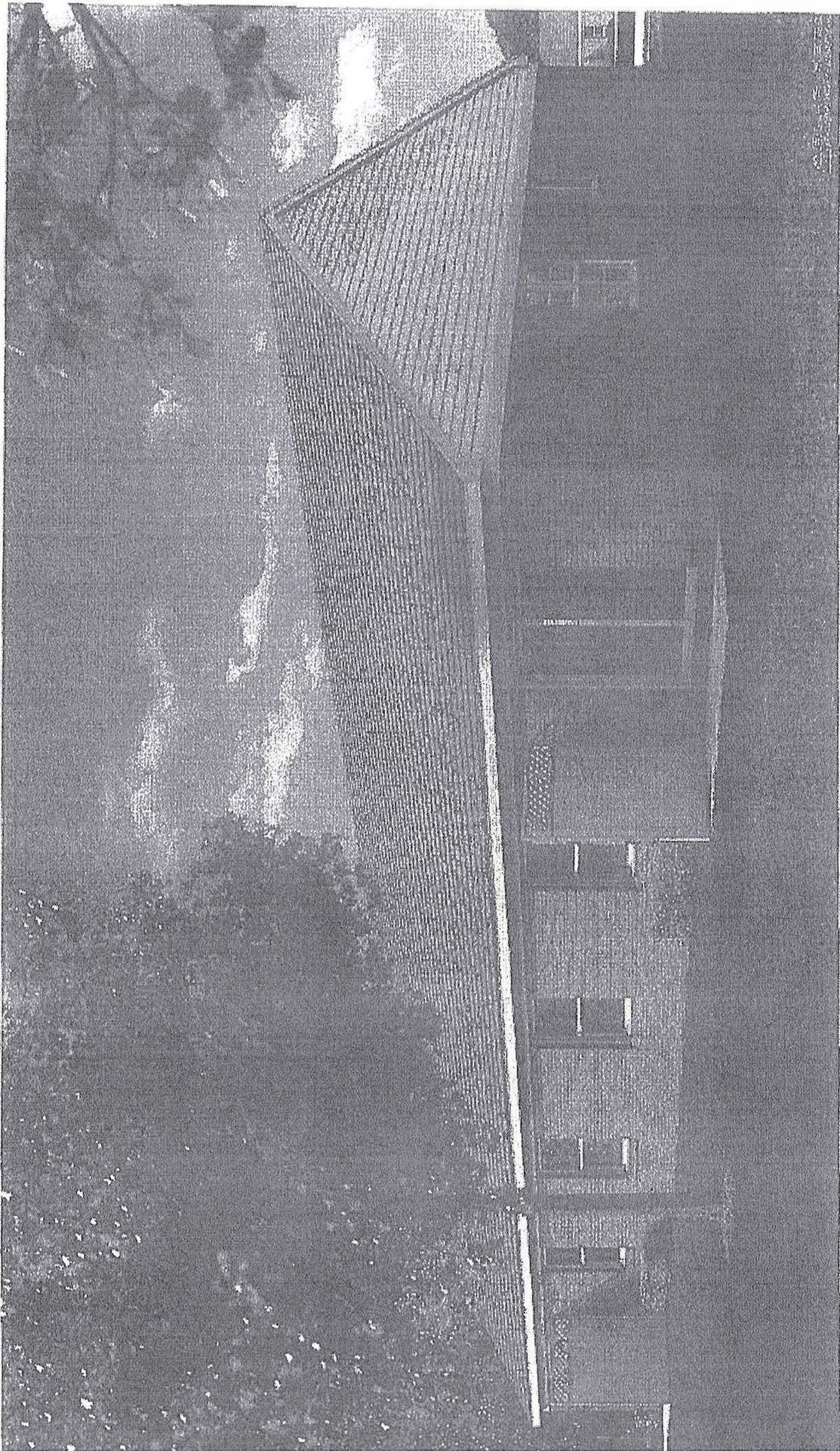
Floor Plan
1,315 Sq. Ft.

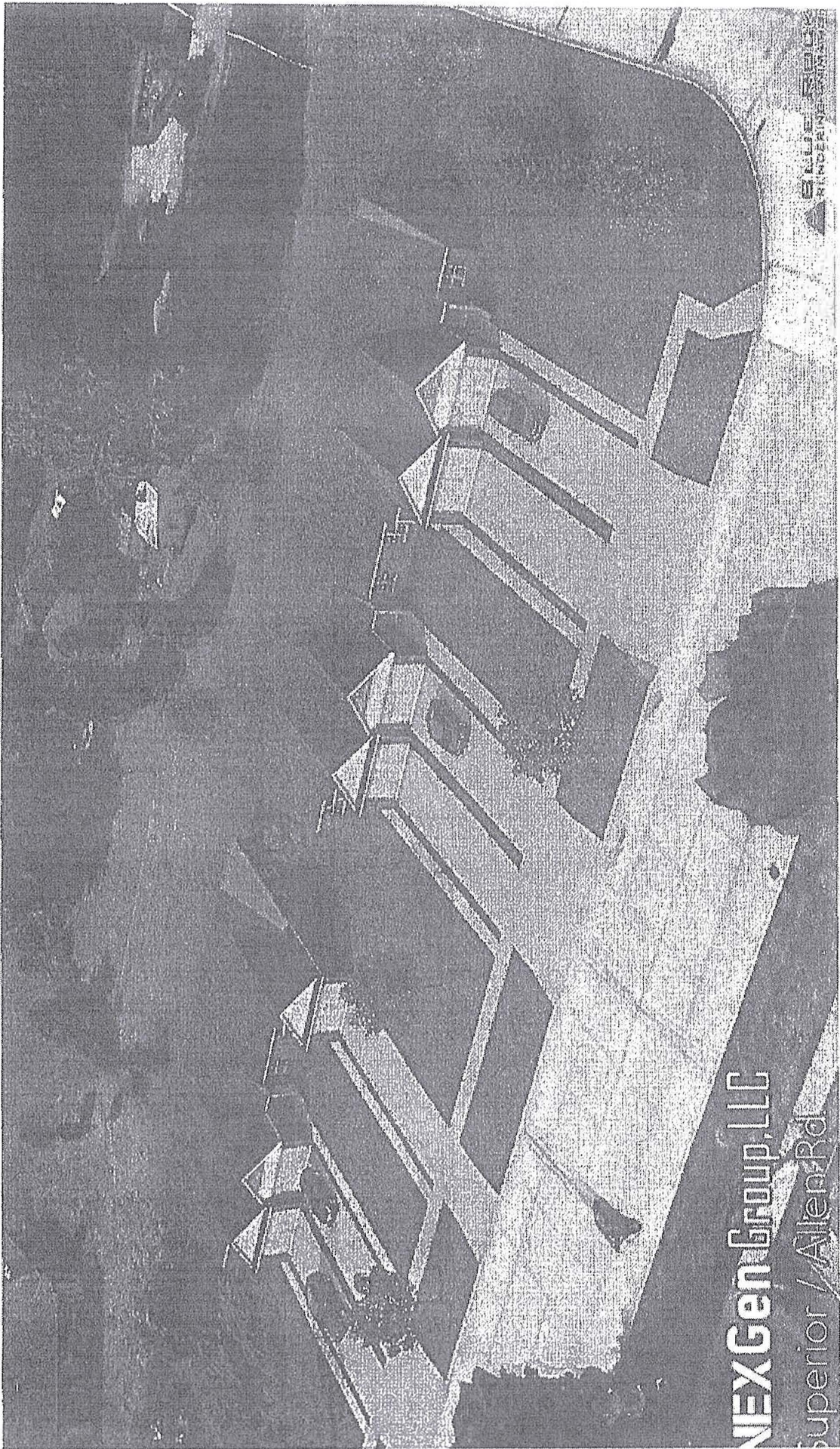












NEXGen Group, LLC
Superior / Allen Rd



NEXGen Group, LLC

Superior / Allen Rd.



Carlisle | Wortman

ASSOCIATES, INC.

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

REZONING ANALYSIS FOR THE CITY OF SOUTHGATE

Date: May 16, 2023

Applicant: NexGen Group LLC.
Superior Allen LLC

Address: 570 Central St.
Wyandotte, Michigan 48192

Location: 14005 Allen Road
Southeast corner of Allen Road and Superior Road

Parcel Identification Numbers:

Parcel ID Number	Size
Lot 41: 53015020041000	0.35 acres
Lot 42: 53015020042000	0.35 "
Lot 43: 53015020043000	0.35 "

Size of Property: Each parcel is comprised of 0.35 acres for a total of 1.05 acres.

Current Zoning: R1B One-Family Residential District.

Action Requested: Approval of Conditional Rezoning to RM Multiple Family Residential District.

The City of Southgate received a petition (Case #02-2023) to rezone three vacant parcels at Southeast corner of Allen Road and Superior Road (14050 Allen Road). The three (3) vacant parcels, which are zoned R1B zoning district, and located at the southeast corner Allen Road and Superior Boulevard. All parcels are adjacent and comprise 1.05 acres or 45,738 square feet. The applicant seeks to develop the existing vacant parcels into seven (7) attached multi-family units. Each unit is proposed for 1,350 square feet of space and a two (2) car garage.

The applicant is requesting approval for the rezoning from R1B to RM Multi-Family rezoning through the conditional rezoning process that requires the applicant to submit in writing voluntary conditions for the development. A detailed final site plan will be required if the zoning change is approved.

The conditions voluntarily offered by the applicant are currently in handwritten form and should be submitted in a legal format for recording and contain all details. The voluntary conditions appear below.

1. Development of a vacant parcel with a total acreage of 1.05 acres.

2. Seven (7) attached ranch units, all brick, two (2) bedrooms each.
3. 1,350 square feet for each unit, on concrete slab with garage,
4. All units to front on Superior Boulevard.
5. Typical front elevation is depicted with the front door/porch, two (2) garages side by side; one (1) per unit. Each garage is for two (2) cars.

Location

Figure 1. Aerial View of Property



Source: Wayne County Parcel Viewer

Figure 2. Aerial Close up of Property



Figure 3. Aerial Image of Property



Source: Google Earth Pro, 2022

ADJACENT ZONING, LAND USE, AND MASTER PLAN

Surrounding zoning, existing land uses, and Future Land Use designated by the Master Plan are summarized in the table below.

Table 1. Zoning, Existing Land Use, Future Land Use

	Existing Land Use	Surrounding Zoning	Future Land Use
Site	Vacant	R1B 7,200 sq. ft. lots. (RM requested zoning has no minimum lot size.)	Single-family detached <10,000 square feet
North	BP Gas Station/Liquor Store	C-2	General Business
East	Single-family detached	R1 10,000 sq. ft. lots	Single-Family detached <10,000 square feet
West	Single-family attached Act I Condominiums/portion of I-75 Interchange	City of Taylor RM-1 Multiple-Family Residential District	City of Taylor Medium Intensity Residential- Attached condo's, townhouses, apartment buildings.
South	Single-family detached	R1B 7,200 sq. ft. lots.	Single-Family detached <10,000 square feet

The Master Plan/Future Land Use Map designates the subject parcel as Single-Family Detached (Lots <10,000 square feet). This land use category includes single-family detached structures used as a permanent dwelling, and accessory structures, such as garages, that are related to the units. Lot sizes generally total less than 10,000 square feet and are characterized by a more traditional urban neighborhood density. Single-Family Detached land uses comprise the vast majority of residential types planned within the city.

Goal 3 of the City of Southgate Master Plan is to "Promote Southgate as a community for life-long living" and an objective "Encourage the development of residential types which provide services and amenities for an aging or disabled population including independent, assisted, and convalescent living options."

Further, on page 59 in the Market Assessment within the Master Plan reads, "The goal of the future land use plan, with respect to housing, is to promote a diversity of lot sizes, housing types, and housing prices. This will ensure that current and prospective residents have home choices within the city favorable to their changing economic status and situation."

The property's rezoning to RM would align with the above goal and the intent for Future Land Use. It also aligns with City goals of diversity of housing and provides a transition for the residential use and the medium density uses to the west and commercial uses to the north.

Summary of Findings: *The subject parcel is currently zoned R1B. The City of Southgate's Master Plan designates the future land use of the subject properties comparable to the same zoning classification of R1B; however, the proposed rezoning to RM and subsequent use of the property as single story attached multi-family development align with the city's long-term vision.*

ANALYSIS OF EXISTING ZONING

The intent statements of the current and proposed zoning district, per Chapters 1268 (R1B) and 1272 (RM) of the City of Southgate Zoning Ordinance are provided below.

Current Zoning ~ R-1B, One-Family Residential District: *The R1B District, as are all the One-Family Residential Districts, are designed to be the most restrictive of the Residential Districts. The intent is to provide for an environment of predominantly moderate density, one-family detached dwellings, along with other residentially related facilities which serve the residents in the one-family districts.*

Requested Zoning ~ RM, Multiple-Family Residential: *RM Multiple-Family Residential Districts are designed to provide sites for multifamily dwelling structures and related uses which will generally serve as zones of transition between the nonresidential districts and lower-density single-family districts. The RM Multiple-Family Residential District is further provided to serve the limited needs for the apartment type of unit in an otherwise moderate density, single-family community.*

Summary of Findings: *Although the subject properties are zoned R1B to allow for moderate density single-family detached homes, one of the goals of the Master Plan is to provide for a diversity of housing for all stages of life. In addition, good planning practice requires flexibility to provide a smooth transition of land uses, in this case, to provide a denser form of housing that buffers the single-family homes in the area from the higher densities to the west and commercial uses to the north. At this corner, the RM Multiple Family District is appropriate since it does the two items mentioned above, 1. A diversity of housing and 2. A smooth land use transition.*

REZONING CONSIDERATIONS

In reviewing an application for a rezoning of land, the Planning Commission shall consider the following:

- Whether the rezoning is consistent with the policies and uses proposed in the City of Southgate Master Plan.

CWA Findings: *The proposed rezoning is consistent with the policies and uses proposed in the Master Plan. While the property's future land use classification differs (Single-Family Detached) from the proposed use and requested zoning, we find it is compatible with the surrounding land use and will provide a buffer between medium density uses to the west in the City of Taylor, and commercial use to the north.*

- Whether all the uses offered as part of the conditions to the rezoning, or if no specific uses are indicated, all the uses allowed under the proposed zoning district would be compatible with other zones and uses in the surrounding area.

CWA Findings: The applicant has proposed a specific use, seven (7) attached single-family units on a 1.05-acre parcel. The use of a medium density residential use, as a transitional land use, is preferred over others, such as commercial or a higher density multiple family use. Therefore, we find the proposed use of the seven (7) attached single story units to be compatible and appropriate at this location.

- Whether any public services and facilities would be adversely impacted by development, or a use allowed under the requested rezoning; and

CWA Findings: This information was not provided; however, we would defer the review of public facilities and services to the City Engineer.

- Whether the uses allowed under the proposed rezoning or offered under the conditional rezoning would be equally or better suited to the area than uses allowed under the current zoning of the land.

CWA Findings: As stated above, the land's current zoning is for single-family detached units; however, given the developmental potential of this corner for non-residential use, we recommend the proposed attached residential units as the best alternative.

RECOMMENDATION

We recommend approval of the requested rezoning from R1B One Family Residential to RM Multiple Family Residential based on the voluntary proposal and conditions voluntarily offered by the applicant.

John Enos, Vice President
AICP

CITY OF SOUTHGATE

PLANNING COMMISSION RESOLUTION

At a meeting of the Southgate Planning Commission called to order by Ed Gawlik on June 12, 2023 at 7:04 p.m. the following resolution was offered:

Moved by Anderson, supported by Crawford, to recommend City Council approve NexGen LLC Conditional Rezoning, R1B One Family Residential to RM Multiple Family Residential, 14005 Allen Road, Three Parcels, subject to all conditions. PC 03-2023. MOTION CARRIED UNANIMOUSLY.

I, Ed Gawlik, Chairperson of the Southgate Planning Commission, do hereby certify that the foregoing is a true, correct, and complete copy of a resolution adopted by the Southgate Planning Commission at a meeting held on June 12, 2023.

Chairperson

cc: Plan Consultant, City Administrator, Building Department, City Council, Clerk, File, Attorneys

City of Southgate
Planning Commission Meeting

June 12, 2023

This meeting of the Planning Commission was held in the Municipal Council Chambers, 14400 Dix-Toledo Highway, Southgate, Michigan on Monday, June 12, 2023 and called to order by Chairperson Ed Gawlik, at 7:04 p.m.

PRESENT: Ed Gawlik, Linda Clark, James Yoos, Patricia Anderson, Jerry Orman, Leticia Crawford, Mark Nemeth, Eric Codrington, Chad Godbout

ALSO PRESENT: City Planners John Enos, Joe Pezzotti, City Attorney Ed Zelenek, Building Official Tim Leach, City Administrator Dan Marsh, Council Member Ayers-Reiss

Minutes:

The first order of business is approval of the minutes from the May 8, 2023 Planning Commission meeting.

Moved by Anderson, supported by Crawford, that the minutes of the Planning Commission Meeting dated May 8, 2023 be approved. MOTION APPROVED UNANIMOUSLY.

Administrative Reports:

City Administrator Marsh stated the Private Ground Breaking event on the Southgate Tower project will be on June 21st at 9:30 a.m.

Public Hearings:

- 1. NexGen Group LLC – Conditional Rezoning, R1B One Family Residential to RM Multiple Family Residential, 14005 Allen Road PC 03-2023.**

A PUBLIC HEARING WAS HELD FOR NEXGEN GROUP LLC, CONDITIONAL REZONING, R1B ONE FAMILY RESIDENTIAL TO RM MULTIPLE FAMILY RESIDENTIAL, 14005 ALLEN ROAD. PC 03-2023.

Public Notices were mailed out.

Moved by Anderson, supported by Clark, to open this public hearing.

Residents were present with concerns on traffic flow, parking lot, privacy, setbacks.

Moved by Crawford, supported by Anderson, to close this public hearing.

New Business:

- 1. NexGen Group LLC – Conditional Rezoning, R1B One Family Residential to RM Multiple Family Residential, 14005 Allen Road PC 03-2023.**

The City of Southgate received a petition (Case #02-2023) to rezone three vacant parcels at Southeast corner of Allen Road and Superior Road (14050 Allen Road). The three (3) vacant parcels, which are zoned

R1B zoning district, and located at the southeast corner Allen Road and Superior Boulevard. All parcels are adjacent and comprise 1.05 acres or 45,738 square feet. The applicant seeks to develop the existing vacant parcels into seven (7) attached multi-family units. Each unit is proposed for 1,350 square feet of space and a two (2) car garage.

We recommend approval of the requested rezoning from R1B One Family Residential to RM Multiple Family Residential.

Moved by Anderson, supported by Crawford, to recommend City Council approve NexGen LLC Conditional Rezoning, R1B One Family Residential to RM Multiple Family Residential, 14005 Allen Road, Three Parcels, subject to all conditions. PC 03-2023. MOTION CARRIED UNANIMOUSLY.

2. Multi-Family Rental Housing Certification Ordinance.

Mr. Mike Radzik, of Carlisle Wortman Assoc., discussed the new Multi-Family Rental Housing Certification Ordinance.

Moved by Crawford, supported by Yoos, to inform City Council the acceptance of the Multi-Family Rental Housing Certification Ordinance. MOTION APPROVED UNANIMOUSLY.

3. Electronic Message Signs (EMS) memo – Dated May 9, 2023.

Information on Electronic Message signs from surrounding communities was submitted. Board members to review and will discuss at the next meeting.

4. Section 1298.18 Sign Ordinance.

Continuing to work on final copy.

Old Business:

None.

Announcements:

None.

Adjournment:

Moved by Yoos, supported by Nemeth, that this meeting of the Planning Commission be adjourned at 8:00 p.m. MOTION APPROVED UNANIMOUSLY.

Ed Gawlik
Chairperson, Planning Commission
as

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

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator

Date: June 14, 2023

Re: Extending the Service Contract with Rapid Response EMS

In December of 2017 City Council approved the extension of the Service Contract with Rapid Response EMS to June 30, 2023. The Administration continues to be pleased with the performance of Rapid Response and is recommending the approval of a one year Service Contract Extension. The language of the Contract Extension has been provided in your packets, along with the original contract. The term of the proposed extension is July 1, 2023 to June 30, 2024.

If you have any questions please contact me.

PROPOSED MOTION: *To approve a Service Contract Extension with Rapid Response EMS for a Term of July 1, 2023 to June 30, 2024*



Justin Graves, Fire Chief
Southgate Fire Department
14730 Reaume Parkway
Southgate, Michigan 48195

Dan Marsh, City Administrator
City of Southgate
14400 Dix-Toledo Road
Southgate, Michigan 48195

May 3, 2023

Rapid Response EMS is proud to provide dedicated Advanced Life Support services to the City of Southgate. Our dedication and commitment is embedded in our roots as an organization that prides ourselves in maintaining strong business relationships with our system partners.

Attached to this letter please find a Contract Amendment / Extension to EMS Ambulance Services to The City of Southgate request for review and consideration. As a successful system partner, we are pleased to continue our services with the City of Southgate Fire Department and look forward to providing dedicated Advanced Life Support to the citizens and visitors of the city.

Best Regards,

A handwritten signature in black ink, appearing to read "Jason Hosmer", written over a horizontal line.

Jason Hosmer
Rapid Response EMS

Advanced Life Support Ambulance Services to the City of Southgate
Rapid Response Emergency Services, LLC

Justin Graves, Fire Chief
Southgate Fire Department
14730 Reaume Parkway
Southgate, Michigan 48195

Dan Marsh, City Administrator
City of Southgate
14400 Dix-Toledo Road
Southgate, Michigan 48195

CONTRACT AMENDMENT / EXTENSION TO EMS AMBULANCE SERVICES TO THE CITY OF SOUTHGATE

THIS AGREEMENT (the "Agreement") is made effective as of July 1, 2023, between Rapid Response Emergency Services, LLC, located at 29045 Airport Drive, Romulus, Michigan 48174 (referred to as EMS Contractor) and the City of Southgate, Administrative Offices located at 14400 Dix-Toledo Road, Southgate, Michigan 48195, (referred to hereafter as "the City") in consideration of the mutual promises contained in this Agreement, the agreeing parties (collectively the "parties") (singular the "party") agree as follows:

Term

The term of this agreement will be for one (1) year, considered an automatic one-year renewal as depicted in section #10 Term of the original contract executed on June 1, 2017. Any renewal option exercised under this agreement is effective only after the approval of the City of Southgate and Rapid Response Emergency Services, LLC.

Scope of Work

The City and EMS Contractor have agreed to perform the services as set forth in the original EMS ambulance contract originally executed on June 1, 2017 by the City and EMS Contractor with the following confirmation:

EMS Contractor will at a minimum provide sufficient vehicles, personnel, and equipment to staff two (2) dedicated Advanced Life Support licensed ambulances 24 hours a day, 7 days per week, 365 days per year, including all holidays. The ambulances shall be staffed with at least one (1) licensed Paramedic and one (1) Emergency Medical Technician. The contractor shall provide these services on duty twenty-four (24) hours a day, seven (7) days a week, 365 days per year.

Housing

EMS Contractor shall maintain housing at 14717 Schafer Court, Southgate, Michigan 48195 for the duration of the EMS contract. The Lease Agreement for the premises shall co-term with the EMS contract.

Additional back-up ambulance

EMS Contractor and the Southgate Fire Department shall work collaboratively to monitor and identify peak demand time frames that are consistent to validate the need for additional EMS resources. Rapid Response EMS shall assist with all mutual aid requests under the direction of the Southgate Fire Department.

Advanced Life Support Ambulance Services to the City of Southgate
Rapid Response Emergency Services, LLC

EFFECTIVE DATE

This Agreement is executed on the date herein below and within the Agreement, made a part hereof, but the parties acknowledge and agree this Agreement shall be and for all purposes effective as of June 1, 2023 (the "Effective Date").

EMS CONTRACTOR

RAPID RESPONSE EMERGENCY SERVICES, LLC

BY  _____

Printed Name Jason Hosmer

Date 5/3/2023

CITY OF SOUTHGATE

By _____

Printed Name _____

Date _____

MEDICAL TRANSPORTATION SERVICES AGREEMENT



THIS AGREEMENT is made as of the date set out on the signature page of this Agreement, between [RAPID RESPONSE EMS] ("RAPID RESPONSE EMS"), a [LICENSED MICHIGAN LIFE SUPPORT AGENCY] and [THE CITY OF SOUTHGATE, MICHIGAN] a [MICHIGAN MUNICIPAL CORPORATION] (the "CITY OF SOUTHGATE") (collectively, the "Parties"; individually "Party").

WHEREAS the CITY OF SOUTHGATE desires to have RAPID RESPONSE EMS render to its patients certain medical transportation and other related services and RAPID RESPONSE EMS has the experience and resources available to provide such services;

WHEREAS the CITY OF SOUTHGATE and RAPID RESPONSE EMS desire to provide the best possible care and comfort to the CITY OF SOUTHGATE'S residents and visitors;

NOW THEREFORE in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Provision of Services.** RAPID RESPONSE EMS will provide the medical transportation services described in Schedule "A" hereto (the "Services") to patients of the CITY OF SOUTHGATE ("Patients") on the conditions, if any, described in Schedule "A" and in the service area(s) described in Schedule "A" (the "Service Area"), as requested by the CITY OF SOUTHGATE and/or its agents.
2. **Equipment.** RAPID RESPONSE EMS shall utilize two * (2) new modular style ambulances completely stocked with new Advanced Life Support equipment for services to the CITY OF SOUTHGATE under the terms and conditions of this contract. This equipment shall include new 12-lead cardiac monitors that are agreed upon by both parties, brand / make and model, to maintain continuity of care. **New ambulances have been ordered and will be in service as soon as possible.*

Under the terms and conditions of the EMS ambulance contract Rapid Response EMS agrees to replenish certain disposable EMS medical supplies that are utilized by the City of Southgate Fire Department during the delivery of pre-hospital care throughout the contractual period at no cost to the City. Rapid Response EMS performs under the scope of HEMS System Protocols Pre-Hospital Equipment Responsibility 6-45 and subsequently agrees to the one-for-one exchange provisions. The one-for-one exchange provisions shall be extended to the City of Southgate Fire Department via the Rapid Response EMS transporting unit. Any disposable EMS medical supplies that fall under protocol 6-45 may be handed off to the City of Southgate Fire Department EMS unit on scene so long as patient care is not impeded.

Additionally, the City of Southgate Fire Department may request disposable EMS medical supplies via a Requisition List order form that shall be finalized and agreed upon by both parties.

3. **Compliance.** RAPID RESPONSE EMS will abide in all material respects by all applicable federal and state laws and regulations in connections with its provision of Services hereunder. RAPID RESPONSE EMS's ambulances will conform to applicable State regulations for medical equipment for ambulances

and be duly licensed for the transportation of patients. All personnel staffing vehicles that provide the Services will be licensed or certified as required by applicable law.


4. **Standards.** The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to medical transportation services.
5. **Calling for Services.** There will be no minimum notice required for the provision of emergency advanced life support ("ALS"). All incoming 911 medical emergencies for the CITY OF SOUTHGATE shall be immediately dispatched in accordance to the terms set forth in this contract once received by RAPID RESPONSE EMS.
6. **Compensation and Billing.** RAPID RESPONSE EMS shall be responsible for all Patient and third party billing, and agrees that the rates to be billed shall comply with applicable federal and state laws. RAPID RESPONSE EMS will bill for ground ambulance transports it provides to CITY OF SOUTHGATE'S residents/patients pursuant to Schedule "B." Both parties agree that charges for EMS services under the scope of this contract are applicable to a fee screen escalator or de-escalator each year. RAPID RESPONSE EMS agrees to notify the CITY OF SOUTHGATE in writing of any applicable fee screen changes.
7. **Fair Market Value.** This Agreement has been negotiated at arm's length and in good faith by the parties. Nothing contained in this Agreement, including any compensation paid or payable, is intended or shall be construed: (i) to require, influence or otherwise induce or solicit either party regarding referrals of business or patients, or the recommending the ordering of any items or services of any kind whatsoever to the other party or any of its affiliates, or to any other person, or otherwise generate business between the parties to be reimbursed in whole or in part by any Federal Health Care Program, or (ii) to interfere with a patient's right to choose his or her own health care provider.
8. **Indemnification.** Each Party shall indemnify and hold the other Party harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying Party related to the performance of this Agreement.
9. **Record Retention.** RAPID RESPONSE EMS will retain books and records respecting Services rendered to Patients for the time period required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, and others to the extent required by law.
10. **Term.** The initial term of this Agreement shall be three (3) years, commencing on the commencement date set out in Schedule "A" hereof, and this Agreement shall automatically renew for subsequent one-year periods thereafter, subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the "Term."

11. **Termination.** Each Party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon sixty (60) calendar days' written notice to the other Party; or (b) upon the material breach of this Agreement by the other Party if such breach is not cured within thirty (30) calendar days' of notice thereof to the other Party.
12. **Notices.** All notices, approvals, consents or other communications hereunder shall be in writing and signed by the Party giving the same, and shall be deemed to be delivered when delivered by certified or registered mail, return receipt requested, to the other party at the address listed on the signature page of this Agreement, or such other address as the other Party may hereafter designate to the other as aforesaid.
13. **Confidentiality.** All information with respect to the operations and business of the Parties (including the rates charged hereunder) and any other information considered to be treated as confidential by that Party gained during the negotiation or Term of this Agreement will be held in confidence by the other Party and will not be divulged to any unauthorized person without prior written consent of the other Party, except for access required by law, regulation and third party reimbursement agreements.
14. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either Party of patients to the other Party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the Parties reasonably believe to be a fair market value for the service provided.
15. **Relationship.** In performance of this Agreement, each Party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either Party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. RAPID RESPONSE EMS and CITY OF SOUTHGATE administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the Parties' respective rights and obligations hereunder.
16. **Representation and Warranties.** RAPID RESPONSE EMS represents and warrants to CITY OF SOUTHGATE that it: (i) is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b; and (ii) has not been convicted of a criminal offense related to the provision of healthcare items or services. This shall be an ongoing representation and warranty during the Term of this Agreement, and RAPID RESPONSE EMS shall immediately notify CITY OF SOUTHGATE of any change of status of the representation and warranty as set forth herein.


17. **Force Majeure.** RAPID RESPONSE EMS shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.
18. **HIPAA.** Each Party shall comply with the privacy provisions of the *Health Insurance Portability and Accountability Act of 1996* ("HIPAA") and the present and future regulations promulgated thereunder, including without limitation 45 C.F.R. Parts 160 & 164. The CITY OF SOUTHGATE shall reasonably assist RAPID RESPONSE EMS in complying with HIPAA, including assisting RAPID RESPONSE EMS in providing RAPID RESPONSE EMS's notice of privacy practices to Patients prior to non-emergency transports and as soon as reasonably possible after emergency transports, and obtaining an acknowledgment of delivery of such notices for non-emergency transports. Each Party acknowledges and agrees that it is considered a covered entity under HIPAA. Accordingly, both Parties are permitted to use and disclose Protected Health Information in accordance with HIPAA without an additional written authorization of the Patient as long as both Parties have a direct relationship with the Patient. The CITY OF SOUTHGATE shall allow RAPID RESPONSE EMS access to Protected Health Information that is required for treatment, payment and operations purposes. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.
19. **Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter thereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both Parties; (c) may not be assigned by either Party without the written consent of the other Party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the State of Michigan, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein. In the event of a disagreement between this Agreement and any Schedule hereto, the terms of this Agreement shall govern. * It is agreed upon by both parties that there may be additional provisions to this contract and that final addendums may be produced, discussed and implemented.

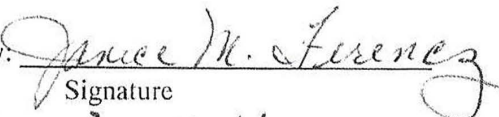
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the 1ST day of June, 2017.

[RAPID RESPONSE EMS]

By: 
[Thomas Widmer]
[29045 Airport Drive, Romulus, Michigan 48174]

[CITY OF SOUTHGATE]

By: 
Signature
Mayor Joseph G. Kuspa
Print Name/Title

By: 
Signature
Janice M. Ferenczy
Print Name and Title
City Clerk

Address: 14400 Dix-Toledo Rd., Southgate, MI 48065
Address

SCHEDULE "A"

PROVISION OF SERVICES

I. Services:

a. Medical Transportation Services

RAPID RESPONSE EMS shall provide to the CITY OF SOUTHGATE the following medical transportation services (the "Medical Transportation Services" or the "Services") either originating in the CITY OF SOUTHGATE or involving mutual aid EMS / Fire Department requests.

1. "Advanced Life Support" or "ALS": TWO (2) DEDICATED ADVANCED LIFE SUPPORT AMBULANCES SHALL BE STATIONED WITHIN THE CITY OF SOUTHGATE FOR EXCLUSIVE USE UNDER THE SCOPE OF THIS CONTRACT.

Advanced ground medical transportation services, staffed by personnel capable of providing intravenous therapy, endotracheal airway, anti-shock, cardiac monitor, cardiac defibrillator, drugs, relief of pneumothorax or other invasive procedures and services, to the extent permitted by law;

2. "Basic Life Support" or "BLS": ground medical transportation services that are limited to transportation, first aid, and any needed administration of oxygen and the monitoring of IVs that do not include medication;

b. Appropriate Level of Service:

1. Upon each request for medical transportation services, RAPID RESPONSE EMS shall insure that, at first, the dedicated Advanced Life

Support ambulances are utilized for emergency service in the CITY OF SOUTHGATE under the terms and conditions on the contract.

- c. **Other Services:** CPR, ACLS, AED training may be completed by RAPID RESPONSE EMS to the CITY OF SOUTHGATE at fair market value.

II. Service Area:

Services shall be provided in WAYNE County, Michigan and in other locations as may be agreed upon by the Parties.

III. Commencement Date

The commencement date referred to in Section 9 of this Agreement shall be: June 1, 2017.

SCHEDULE "B"

AMBULANCE RATE SCHEDULE

SERVICE	RATE
Basic Life Support (BLS) Ambulance Transport	See attached Ambulance Fee Screen Document
Advanced Life Support (ALS) Ambulance Transport	See attached Ambulance Fee Screen Document
Ambulance Mileage (per transport mile)	See attached Ambulance Fee Screen Document

- Schedule "B", Ambulance Rate Schedule is attached as a separate document labeled AMBULANCE FEE SCREEN EFFECTIVE 1-1-2017.



Re: City of Southgate
Replenishment of Disposable Medical Supplies

May, 2017

Under the terms and conditions of the EMS ambulance contract Rapid Response EMS agrees to replenish certain disposable EMS medical supplies that are utilized by the City of Southgate Fire Department during the delivery of pre-hospital care throughout the contractual period at no cost to the City.

Rapid Response EMS performs under the scope of HEMS System Protocols Pre-Hospital Equipment Responsibility 6-45 and subsequently agrees to the one-for-one exchange provisions. The one-for-one exchange provisions shall be extended to the City of Southgate Fire Department via the Rapid Response EMS transporting unit. Any disposable EMS medical supplies that fall under protocol 6-45 may be handed off to the City of Southgate Fire Department EMS unit on scene so long as patient care is not impeded.

Additionally, the City of Southgate Fire Department may request disposable EMS medical supplies via a Requisition List order form that shall be finalized and agreed upon by both parties.



ANNUAL CONTRACT BOND

Bond No.: K08945779

KNOW ALL MEN BY THESE PRESENTS, That we, RAPID RESPONSE EMS as Principal, and the WESTCHESTER FIRE INSURANCE COMPANY, as Surety, are held and firmly bound unto CITY OF SOUTHGATE as Obligee, in the penal sum of Twenty Five Thousand Dollars and 00/100 and 00/100 Dollars (\$ 25,000.00), for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has entered into a certain written contract with the Obligee, dated 6-1-2017 for Medical Transportation Services in accordance with the terms and conditions of said contract, which is hereby referred to and made a part hereof as if fully set forth herein.

PROVIDED, HOWEVER, by acceptance of this bond, Obligee acknowledges and agrees that this bond only covers a term beginning May 19, 2017 and ending May 19, 2018 regardless of the number of years the aforesaid contract shall cover or be in force, and notwithstanding anything in the aforesaid contract to the contrary. Such term may be continued from year to year by the issuance of a continuation certificate executed by the Surety. If such term is so continued, the liability of the Surety for each successive term shall not be cumulative, but rather, the liability of the Surety shall be limited to the penal amount of this bond for the entire period of time which such bond may be in effect pursuant to such continuation certificates. Failure to renew said bond shall not constitute a default under the contract. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment falls due.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal then this obligation shall be void; otherwise, it shall remain in full force and effect.

SEALED with our seals and dated this 19th day of May, 2017.

RAPID RESPONSE EMS

BY: Thomas H. Hild Principal

WESTCHESTER FIRE INSURANCE COMPANY
Surety

BY: Pamela A. Nelson
Pamela A. Nelson, Attorney-In-Fact



Power of Attorney

Bond No. K08945779

Westchester Fire Insurance Company

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company, or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Pamela A. Nelson of the City of (Seattle), (WA), each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five Million Dollars & Zero Cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Hancy, Vice-President, has hereto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 31st day of March 2017.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Hancy
Stephen M. Hancy, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 31st day of March, AD. 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Hancy, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2018

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 19th day of May 2017.



Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
06/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Seattle, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
INSURED Rapid Response Emergency Services, LLC 29045 Airport Dr Romulus, MI 48174		INSURER(S) AFFORDING COVERAGE INSURER A: Coverys Specialty Insurance Company 15686 INSURER B: Greenwich Insurance Company 22322 INSURER C: Old Republic Insurance Company 24147 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W2576617

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	N	N	5-10013	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Products-Claims Made						MCD EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	N	N	RAD500047601	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	N	MWC31062600	06/01/2017	06/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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SR ID: 14682316

BATCH: 341562

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

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

June 14, 2023

To the Honorable
City Council
Southgate, Michigan 48195

Re: Renewal of Online Document Storage Subscription **(WAIVER OF BID)**

Ladies and Gentlemen:

I have reviewed the above and concur with the Director of Public Safety's recommendation to waive the bid procedure and renew the Online Document Storage Subscription, for a term of one year, with PowerDMS, Inc., El Segundo, CA, in the amount of \$7,221.02.

Adequate funds are available in the Federal Forfeiture Fund.

Sincerely,

Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



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PRISCILLA AYRES-REISS

GREG KOWALSKY

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Douglas Drysdale, Assistant City Administrator / Finance Director *DWD*

DATE: June 14, 2023

RE: Recommendation to Approve Renewal of Online Document Storage Subscription (**WAIVER OF BID**)

I have reviewed the proposal with the Director of Public Safety and recommend approval for the renewal of the online document storage platform subscription for a term of one year to PowerDMS Inc. (El Segundo CA) in the amount of \$7,221.02. PowerDMS is the vendor providing our current online document storage platform. The cost increase is due to the addition of fire department employees as well as the purchase of the MACP accreditation suite package to the platform.

Funds are available in the Federal Forfeiture Fund.

Proposed Motion

Approve renewal of online document storage platform subscription for a term of one year to PowerDMS (El Segundo CA) in the amount of \$7,221.02.



SOUTHGATE POLICE DEPARTMENT MEMO

To: Honorable Mayor Kuspa
From: Joe Marsh, Director of Public Safety
Re: **Request to Purchase – Waiver of Bid PowerDMS**
Date: June 7th, 2023

Dear Mayor Kuspa,

In 2020, City Council approved the purchase of our PowerDMS document storage platform for the original purchase price of \$6,175.96. Since the police department began using this storage platform we have increased our authorized users to now include the Fire Department personnel and have purchased the MACP Accreditation suite package which helps us organize our required accreditation documents to ensure that we are meeting all accreditation standards. The additional users and the accreditation package have caused an increase in our yearly PowerDMS cost. The 2023-2024 renewal invoice amount is \$7,221.02.

It is my recommendation that we continue the service with PowerDMS and authorize payment to PowerDMS, Inc, located at 2120 Park Pl, Suite 100, El Segundo, CA 90245 in the amount of \$7,221.02.

With your concurrence, I respectfully request this item be placed on the City Council's agenda for the meeting scheduled on June 21st, 2023, for purpose of bid review and purchase approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph L. Marsh".

Joseph L. Marsh

Director of Public Safety

cc: City Administrator, Finance Director, Chief Mydlarz, Public Safety Commission (7), file

INVOICE

2120 Park Pl, Suite 100
El Segundo, CA 90245

P: 1.800.749.5104
F: 407.210.0113
Receivables@powerdms.com
EIN: 59-3668885

Invoice No.: INV-36774
Invoice Date: 06-01-2023

Due Date: 07-31-2023
Payment Terms: Net 60
Purchase Order No.
Customer No. A-208658

Billing Information

Joseph Marsh
Southgate Police Department (MI)
14710 Reaume Parkway
Southgate, MI 48195-2596
United States

Shipping Information

Southgate Police Department (MI)

14710 Reaume Parkway
Southgate, MI 48195-2596
United States

Product	Start Date	End Date	Quantity	Total Price
Michigan Association of Chiefs of Police Accreditation Manual	07-06-2023	07-05-2024	1	\$0.00
PowerDMS Standards for MACP (Michigan) >50 employees	07-06-2023	07-05-2024	1	\$650.00
PowerPolicy Professional Subscription	07-06-2023	07-05-2024	79	\$6,571.02

SUBTOTAL	\$7,221.02
Sales Tax	\$0.00
TOTAL	\$7,221.02
Payments/Credits	\$0.00
Balance Due	\$7,221.02

Questions or concerns regarding this invoice? Please contact receivables@powerdms.com or call (800) 749-5104.

Need a W-9? Click here on the electronic version of this invoice: [PowerDMS W-9 PDF](#)

Please remit checks to: PowerDMS, Inc. PO Box 749609 Atlanta, GA 30374-9606	Please remit electronic payments to: PNC Bank East Brunswick, NJ 08816 Routing #: 031207607 Account #: 8026392336
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JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

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PRISCILLA AYRES-REISS

GREG KOWALSKY

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Douglas Drysdale, Assistant City Administrator / Finance Director *DWD*

DATE: June 15, 2023

RE: Fiscal Year 2022-23 4th Quarter Budget Amendment

Attached please find the proposed budget amendments for the fourth quarter of the fiscal year ending June 30, 2023.

The attached report proposes amendments to budgeted revenues and expenditures, based on year-to-date activity and projected final balances in these accounts. These budget amendments are necessary to be in compliance with the State of Michigan's Uniform Budgeting and Accounting Act.

Amendments that are positive amounts represent increases to the adopted budget figures; conversely negative amounts represent decreases to the adopted budget figures.

Proposed Motion

Approve proposed budget amendments as detailed on the attached report.

**Proposed Budget Amendments
For Fiscal Year 2022/23**

GL Number	Department	GL Account Description	2022/23	Proposed	Proposed
			Adopted Budget	2022/23 Amended Budget	Budget Amendment
101-000-494-000	Revenues	BUILDING PERMIT REVENUE	550,000.00	665,000.00	115,000.00
101-000-528-000	Revenues	OTHER FEDERAL GRANTS-AMER RESCUE PLAN	0.00	224,230.00	224,230.00
101-000-529-002	Revenues	FEDERAL GRANTS - FEMA	0.00	384,000.00	384,000.00
101-000-573-000	Revenues	LOCAL COMM STABILIZATION SHARE APPRO.	170,000.00	231,900.00	61,900.00
101-000-574-000	Revenues	STATE SALES TAX REVENUE, CONSTITUTIONAL	2,881,065.00	3,298,040.00	416,975.00
101-000-574-001	Revenues	STATE STATUTORY REVENUE	648,015.00	680,415.00	32,400.00
101-101-703-000	City Council	ELECTED OFFICIALS	35,400.00	43,900.00	8,500.00
101-171-718-000	Administration	RETIREMENT CONTRIBUTION-MUNI PRE '08	45,121.00	270.00	(44,851.00)
101-215-718-000	City Clerk	RETIREMENT CONTRIBUTION-MUNI PRE '08	49,534.00	20.00	(49,514.00)
101-219-718-000	General Government	RETIREMENT CONTRIBUTION-MUNI PRE '08	0.00	876,905.00	876,905.00
101-221-801-000	Police & Fire Civil Service	PROFESSIONAL FEES	10,000.00	12,135.00	2,135.00
101-223-706-000	Finance	PERMANENT EMPLOYEES	242,586.00	405,950.00	163,364.00
101-223-718-000	Finance	RETIREMENT CONTRIBUTION-MUNI PRE '08	83,776.00	53.00	(83,723.00)
101-223-718-002	Finance	RETIREMENT 401K- MUNI POST '08	0.00	7,800.00	7,800.00
101-253-716-000	Treasurer	HOSPITALIZATION INSURANCE	21,918.00	46,918.00	25,000.00
101-253-718-000	Treasurer	RETIREMENT CONTRIBUTION-MUNI PRE '08	84,863.00	10.00	(84,853.00)
101-262-707-000	Elections	PART TIME EMPLOYEES	25,260.00	29,760.00	4,500.00
101-262-977-000	Elections	MACHINERY & EQUIPMENT	0.00	4,655.00	4,655.00
101-266-801-000	Attorney	PROFESSIONAL FEES	161,496.00	165,410.00	3,914.00
101-286-718-000	District Court	RETIREMENT CONTRIBUTION-MUNI PRE '08	182,765.00	114,124.00	(68,641.00)
101-301-718-000	Police Dept	RETIREMENT CONTRIBUTION-MUNI PRE '08	71,968.00	328.00	(71,640.00)
101-336-978-000	Fire Dept	OFFICE EQUIPM & FURNITURE	0.00	642,800.00	642,800.00
101-371-718-000	Building Dept	RETIREMENT CONTRIBUTION-MUNI PRE '08	33,946.00	260.00	(33,686.00)
101-441-718-000	Public Services	RETIREMENT CONTRIBUTION-MUNI PRE '08	281,364.00	111.00	(281,253.00)
101-441-975-000	Public Services	BUILDINGS/BUILDING IMPROVEMENT	0.00	224,230.00	224,230.00
101-442-718-000	Garage	RETIREMENT CONTRIBUTION-MUNI PRE '08	126,280.00	63.00	(126,217.00)
101-442-751-000	Garage	GASOLINE, OIL & GREASE	110,000.00	185,000.00	75,000.00
101-751-718-000	Recreation	RETIREMENT CONTRIBUTION-MUNI PRE '08	660.00	175.00	(485.00)
101-803-920-000	Historic Commission	PUBLIC UTILITIES	2,000.00	2,500.00	500.00
Total Revenues:			26,345,670.00	27,580,175.00	1,234,505.00
Total Expenditures:			26,945,347.00	28,139,787.00	1,194,440.00
Net of Rev/Exp:			(599,677.00)	(559,612.00)	40,065.00

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

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PRISCILLA AYRES-REISS

GREG KOWALSKY

June 12, 2023

To The Honorable
Southgate City Council
Southgate, Michigan 48195

Re: Appointments to Boards/Commissions

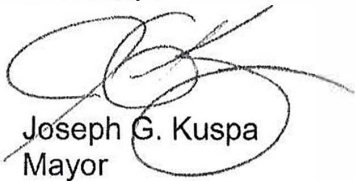
Ladies and Gentlemen:

Please be advised I have made the following appointments:

Brownfield Redevelopment Authority – for a term expiring June 2029

Sam Galanis
Jay Leonard

Sincerely,


Joseph G. Kuspa
Mayor

Cc: Janice Ferencz, City Clerk

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



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PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

June 7, 2023

To The Honorable
Southgate City Council
Southgate, Michigan 48195

Re: Appointments to Boards/Commissions

Ladies and Gentlemen:

Please be advised I have made the following appointment:

C.A.S.E. Commission – for a term expiring December 2024

Vanessa Belcher

This appointment will fill the vacancy created by Carol Wilkins resignation.

Sincerely,



Joseph G. Kuspa
Mayor

Cc: Janice Ferencz, City Clerk

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



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PRISCILLA AYRES-REISS

GREG KOWALSKY

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator

Date: June 13, 2023

Re: 1st Reading of Multifamily Rental Housing Certification and Inspections Ordinance

On Monday, June 12, 2023 the Planning Commission heard a presentation from Mike Radzik with Carlisle Wortman regarding the creation of a new ordinance for Multifamily Housing Certification. The Planning Commission reviewed the proposed ordinance language, and that language has been attached in your packets. The adoption of the proposed ordinance would require the city to inspect multifamily residential dwellings on a routine basis to ensure the dwellings are safe, sanitary, and fit for human habitation. Following the presentation the Planning Commission voted unanimously to send the proposed ordinance to City Council for review and approval.

As this is the first reading no action by council is required.

Please contact me if you have any questions

**CITY OF SOUTHGATE
WAYNE COUNTY, MICHIGAN**

ORDINANCE NO. XX

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES BY AMENDING
PART FOURTEEN – BUILDING AND HOUSING CODE, TITLE TWO – BUILDING
STANDARDS, TO ADD NEW CHAPTER 1423 ENTITLED “MULTIFAMILY
HOUSING CERTIFICATION” TO THE CITY OF SOUTHGATE CODE OF
ORDINANCES.**

The City of Southgate ordains:

The City of Southgate Code of Ordinances, Part Fourteen, Title Two, is hereby amended by adding **Chapter 1433** entitled, “**Multifamily Housing Certification**” to read as follows:

Sec. 1423.01 – Purpose.

The purpose of this article is to establish certain responsibilities and duties of landlords and tenants essential to make such dwellings safe, sanitary, and fit for human habitation, to provide for registration with the Building Department, to provide for biennial property maintenance inspections, to require a certificate of compliance issued by the Building Department in order to occupy residential rental dwellings, and to designate penalties for violations of this chapter. Further, the purposes of this article are:

- (a) to ensure that all non-owner-occupied multifamily housing units are being maintained in conformance with all applicable building and safety codes, rules, and regulations for the protection of the public health and safety of the residents of the rental units and the community;
- (b) to proactively identify blighted and deteriorated rental housing stock and to ensure the rehabilitation or abatement of rental properties that do not meet minimum building and housing code standards, exterior maintenance standards, fire code standards, and site maintenance standards all in an attempt to create and maintain a healthy, safe and crime and nuisance free environment to further preserve and enhance the quality of life for the residents of the City living in multifamily dwellings, as well as the community as a whole;
- (c) to regulate multifamily housing through registration, inspection, and certification to protect the public health, safety, and welfare, and to achieve the goals of this Chapter; and
- (d) to assist the City with information to provide more adequate police, fire, and emergency protection; more equal and equitable real and personal property taxation; better efficiency

and economy in furnishing public utility services; and more comprehensive and informed planning and zoning for uses of land and structures within the City.

Sec. 1423.02 – Definitions.

The following words and phrases shall have the following meanings respectively given to them in this article:

Apartment means an attached dwelling unit with party or common walls, contained in a building with other dwelling units or sharing the occupancy of a building with other than a residential use. Apartments are commonly accessed by common stair landing or walkway. Apartments are typically rented to the occupants. Apartment buildings often may have a central heating system and other central utility connections. Apartments typically do not have their own yard space. Apartments are also known as garden apartments or flats.

Apartment complex means one or more parcels of land containing a group of multifamily structures owned or managed by the same person or entity. Apartment complexes typically provide parking lots and other site amenities for tenants and guests.

Building Code means Chapter 1420, as amended, of the Code of Ordinances of Southgate, Michigan.

Building Official means the City employee or his/her designee responsible for conducting inspections under the building code, rental inspection guidelines, and property maintenance code for residential rental structures and residential rental units.

Certificate of compliance means a certificate issued by the City's Building Department indicating that the residential rental structure or dwelling unit identified on the certificate complies with all the applicable provisions of this code and other applicable state laws and City ordinances, particularly the property maintenance code and the fire prevention code.

Certificate of compliance incentive bonus means an additional twelve (12) months period of time that a certificate of compliance is valid.

Department means the City of Southgate Building Department.

Dwelling means a building or portion thereof which is used exclusively as a residence and provides complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Duplex dwelling means a detached building, designed exclusively for, and occupied by two families living independently of each other, with separate housekeeping, cooking, and bathroom facilities for each family.

Fee means a monetary fee determined from time to time by City Council resolution.

Initial phase-in period means the period from the effective date of this Chapter through completion of the first inspection cycle, a duration of approximately two (2) years, during which time all multifamily residential rental structures and residential rental units in existence on the effective date of this article shall be required to be inspected and issued a Certificate of Compliance. It shall be permissible for a tenant to continue to occupy an existing residential rental unit during the initial phase-in period barring any order of the Building Official or Fire Marshal to the contrary.

Inspection guidelines means the provisions of Chapter 1422 of the Southgate City Code entitled International Property Maintenance Code.

Lease means any written or oral agreement that sets forth conditions concerning the use and occupancy of residential rental structures or residential rental units between an owner and tenant.

Life/safety code violation means any physical condition or violation of the City's property maintenance code, fire code, building code, mechanical code, electrical code, plumbing code, blight ordinance, or county, state and federal health and safety regulations that, in the opinion of the Building Official or Fire Marshal, poses an immediate threat to the life, health, and safety of occupants of a structure or the general public.

Multifamily accessory facility means a common hallway or stairs, mechanical room, boiler room, laundry room, storage area, recreation facility, or other similar facility located within a multifamily structure or on the property of one or more multifamily structures.

Multifamily structure means a building consisting of three or more dwellings.

Owner means a person or entity with legal or possessory interest in a dwelling unit.

Registration means submittal of an official City application form and fee to the Building Department reporting ownership of a multifamily residential rental structure including all required data and information regarding said structure, dwellings, and accessory facilities contained within said structure, and upon said premises, and including the Responsible Local Agent where applicable.

Rent means the consideration paid for the right to use and possess property, examples of which include, but are not limited to, the payment of money, the payment of taxes, the payment of utilities, the exchange of goods or services, the performance of home improvements or routine maintenance, the occupancy of a dwelling to maintain security, a form of employment compensation, the bartered or discounted exchange(s) of merchandise or services, labor, and the like.

Responsible local agent means an individual person, corporation, partnership, or other legal entity that represents the owner and/or manages a residential rental structure and its residential rental units on behalf of the owner. The responsible local agent must have a place of business or

residence in the United States within fifty (50) miles of the Southgate City limits. The responsible local agent shall be designated by the owner as responsible for operating such premises in compliance with all the provisions of the City codes and ordinances. The owner may act as the responsible local agent provided that the owner resides or has a place of business in the United States within fifty (50) miles of the Southgate City limits.

Temporary certificate of compliance means a certificate issued for a residential rental structure or unit, following an inspection, which is found to be in substantial compliance with the Code and which, in the opinion of the building official, has no life/safety code violations. Such certificate shall state any remaining violations to be corrected and the date it expires. A reasonable extension may be granted at the discretion of the department. Failure by the owner to correct the violations within the specified time shall constitute a violation of this article.

Tenant means the person, under a lease or who pays rent, entitled to the use and occupancy of a dwelling unit or any portion thereof.

Sec. 1423.03 – Registration of multifamily residential rental structures required.

No person shall engage, or be engaged, in the operation, rental or leasing of a multifamily residential rental unit without first registering the residential rental structure and reporting all residential rental units and accessory facilities, if any, contained therein with the City in the manner provided herein.

- (a) The owner of any existing multifamily residential rental structure(s) shall register each such structure with the City within 30 days of the effective date of this article.
- (b) All newly constructed multifamily residential rental structures shall be registered concurrently with the issuance of a certificate of occupancy by the City. Newly constructed multifamily residential rental structures shall not be assessed a registration fee.
- (c) Structures not subject to the provisions of this article on the effective date of this article that later become multifamily residential rental structures shall immediately be registered and comply with all other provisions of this article prior to occupancy.
- (d) The registration shall include a description of all residential rental dwelling units and accessory facilities, if any, within each structure and upon said premises.
- (e) One registration is required for each structure even though multiple units occupied by multiple individuals may be contained within the structure.
 - 1) Duplex dwellings shall require one registration.
 - 2) Each multifamily structure/building shall require one registration.
- (f) The registration of one multifamily residential rental structure shall not relieve the owner from the necessity of registering all other multifamily residential rental structures that he/she/it owns in the City.

Sec. 1423.04 – Responsible local agent.

An owner of a multifamily residential rental structure may designate a person or entity as the responsible local agent. If the owner of a multifamily residential rental structure resides more than fifty (50) miles from the City of Southgate or outside of the United States, the owner shall designate a person or entity as the responsible local agent.

The responsible local agent shall maintain a place of business or residence in the United States within fifty (50) miles of the City of Southgate and shall be responsible for operating and providing access to the multifamily residential rental structure or residential rental unit.

All official notices and correspondence from the City related to administration of this article may be issued to the responsible local agent, and any notice or correspondence so issued shall be deemed to have been issued upon the owner.

Sec. 1423.05 – Registration forms.

(a) Application for registration shall be made on a form supplied by the City and filed with the Building Department and shall include the following information:

- 1) The address of the structure, type of structure, number of dwelling units, and whether an owner occupies any portion of the structure.
- 2) The individual owner's name, birthdate, driver's license number, address, phone number, and email address. No post office box shall be accepted as a legal address, however, may be accepted as a mailing address upon written request of the owner.
- 3) If the owner is a corporation, the registration shall include the corporate name, Michigan corporate entity number, name and mailing address of the resident agent, corporate mailing address, phone number, and email address.
- 4) The owner's signature or alternate method of conveying consent by a person or entity lawfully authorized to do so representing the owner or owner's estate.
- 5) If applicable, the designation of a responsible local agent, the agent's birthdate if an individual, driver's license number if an individual, mailing address, phone number, and email address.
- 6) The responsible local agent's signature (if applicable).
- 7) The registration shall include the unit number and description of each dwelling unit, the number of separate exterior dwelling entrances, and all multifamily accessory facilities as requested on the form.
- 8) A registration fee as established by City Council resolution.

(b) The owner shall provide a site plan or drawing showing details of the property including locations of structures, parking areas and accessory facilities on the site, and a complete layout of each building showing building addresses, dwelling unit numbers and floor plans.

Sec. 1423.06 – Certificate of compliance required.

- (a) The Department shall provide for the systematic inspection of all multifamily residential rental structures, residential rental units, and multifamily accessory facilities, which are subject to provisions of this article for the purpose of determining whether the structures, units, and facilities comply with all applicable City codes and with provisions of this article. Those structures, units, and facilities that are determined to be in compliance shall be issued a certificate of compliance.
 - 1) The exterior building/grounds and each interior dwelling unit of duplex dwellings shall require separate certificates of compliance.
 - 2) The exterior building/grounds of each multifamily structure, each multifamily accessory facility, and each residential rental unit within a multifamily structure shall require separate certificates of compliance.
- (b) An owner shall provide the Department with a certificate of insurance, issued by an insurance company, that certifies that the structure(s) and unit(s) is insured against structural loss or damage, including, but not limited to, fire damage. The certificate of insurance shall state the name of each person named on the policy and its expiration date. The certificate of insurance shall be in force at the time a certificate of compliance is issued or at the time a renewed certificate of compliance is issued.
- (c) No person or entity, either the owner or the owner's responsible local agent, shall rent or lease a residential rental unit unless that owner or agent has first obtained valid certificates of compliance from the Department except during the limited period of time until the unit is first inspected during the initial phase-in period of this article. For new construction the original certificate of occupancy shall serve as the certificate of compliance for a period of 24 months, after which the owners of said units shall apply for a standard biennial certificate of compliance renewal. Structures not subject to the provisions of this article on the effective date of this article that later become residential rental structures shall be registered, obtain a certificate of compliance, and comply with all other provisions of this article prior to occupancy of any dwelling unit.

Sec. 1423.07 – Issuance of certificate of compliance.

- (a) A certificate of compliance shall not be issued until all cited code violations have been corrected and approved, and until all fees have been paid in full.
- (b) A certificate of compliance shall be issued on the condition that the subject structure, unit, or facility remain in compliance with the City's property maintenance code and all other applicable ordinances and laws. If, after certification, the Department determines that violations exist, the certificate may be temporarily suspended as to the affected areas or the full certificate may be revoked, and the areas of violation may be ordered vacated until the subject structure, unit, or facility is brought into compliance.

Sec. 1423.08 – Term and renewal.

- (a) *Registration* of a residential rental structure shall be valid for as long as ownership or designation of a responsible local agent remains unchanged.
- (b) *Certificates of compliance* shall be renewed on a biennial basis and are valid until the expiration date recorded on the certificate of compliance unless administratively extended, suspended, or revoked by the Department. The period of time the certificate is valid shall begin on the date of the scheduled first inspection and shall expire at midnight on 24 months following issuance. If an owner or agent cancels or fails to appear for a scheduled inspection or takes an unreasonable period of time to correct code violations, the time delay to certify the structure or unit shall not serve to extend the period of time the certificate is valid. The date of issuance and expiration shall be recorded on the certificate. It is the duty of the owner or responsible local agent of the subject property to arrange for the inspection necessary for the renewal of the certificate of compliance at least 60 days prior to its expiration.
- (c) Any owner or responsible local agent shall be afforded the opportunity to earn a *certificate of compliance incentive bonus* that extends the period of time a certificate of compliance is valid from 24 months to 36 months. An additional twelve (12) months bonus time shall be granted under the following conditions:
 - 1) no life/safety code violations are cited during an initial inspection
 - 2) no more than four (4) non-life/safety code violations are cited during an initial inspection
 - 3) all cited code violations are corrected by the time of the first re-inspection
 - 4) there are no outstanding fees, fines, or taxes owed on the property
 - 5) all required permits have been obtained for work done within the structure
- (d) If an owner or responsible local agent fails to arrange for the inspection necessary to renew the certificate of compliance at least 60 days prior to its expiration, the Department shall schedule the inspection and send notification to the owner or responsible local agent.
- (e) The department may, in the absence of any life/safety code violations, administratively extend the expiration date of a certificate of compliance of any residential rental unit due to circumstances beyond the control of an owner or responsible local agent including, but not limited to, the department's inability to perform an inspection in a timely manner.

Sec. 1423.09 – Transfer of Ownership or Responsible Local Agent.

- (a) Certificates of compliance shall be transferable when the ownership of a multifamily residential rental structure changes provided that all certificates of compliance required for the property are valid at the time of transfer.
- (b) It shall be the duty of the new owner to immediately register with the Department consistent with Sec. 1423.03 and pay a fee established by the City.
- (c) It shall be unlawful for the owner of any multifamily residential rental structure or residential rental unit, who has received a notice of violation of any code or ordinance of the City for that location, including zoning violations, building code violations, violations of rental

inspection guidelines, fire code, or nuisance code violations, to transfer, convey, sell, including by land contract, ownership and/or interest in any way to another, unless such owner shall have first furnished to the grantee, vendee, or transferee a copy of any notice of violation and shall have furnished to the Department a signed and notarized statement from the grantee, vendee, or transferee acknowledging receipt of such notice of violation and acknowledging legal responsibility for correction of the violation.

- (d) An owner may at any time designate a new responsible local agent to replace the responsible local agent, if any, on file with the department by submitting a form provided by the department and paying a fee established by the City.

Sec. 1423.10 – Initial Inspections.

- (a) The Department shall schedule initial inspections, at its discretion, of multifamily residential rental structures, units, and accessory facilities which are subject to provisions of this article to determine if the structures and units qualify for a certificate of compliance. The owner or responsible local agent of the property shall receive prior notice of the Department's intent to inspect; the owner may voluntarily waive the notice period and consent to an inspection at an earlier date. The owner shall provide to the tenant(s) a minimum of 72 hours written notice of the Department's intent to inspect the unit he/she occupies.
- (b) Inspection fees established by the City shall be paid in full prior to the date of inspection.
- (c) After the initial phase-in period, all residential rental structures, units, and accessory facilities which are subject to provisions of this article shall be required to be inspected at not less than 24-month intervals nor more than 36-month intervals unless adjusted by the Department.
- (d) The Department shall inspect multifamily residential rental structures, units, or accessory facilities pursuant to any of the following circumstances:
 - 1) Upon receipt of a new rental registration application for a structure that was not previously registered.
 - 2) Upon receipt of any certificate of compliance renewal request for any structure, unit, or accessory facility that has been previously certified.
 - 3) Upon receipt of a complaint from an owner or tenant that a structure, unit, or accessory facility is in violation of the property maintenance ordinance or any other ordinance or code of the City of Southgate, or is in violation of Michigan's housing law, Section 125.401 et seq. of the Michigan Compiled Laws.
 - 4) Upon receipt of a report or a referral from the Southgate Police Department, Department of Public Works, Fire Department, other law enforcement agency, public agency or department, or any individual indicating that the premises may be in violation of this article. The request shall be based on the personal knowledge of the person making the report.
 - 5) If an exterior survey of the premises gives the building official probable cause to believe that the premises is in violation of this article.
 - 6) Upon receipt of information that the multifamily residential rental structure is not registered with the City as required by this chapter.

- (e) If entry to a multifamily residential rental structure, unit, or accessory facility requiring inspection is refused, the Building Official and/or their designee shall have recourse to the remedies provided by law to secure entry, including but not limited to obtaining a warrant for an administrative search. Inspections shall be limited to only the areas necessary to ascertain compliance with applicable ordinances, codes, and state law. Every reasonable effort shall be made to obtain consent to voluntarily enter the premises for the purpose of conducting a property maintenance inspection.

Sec. 1423.11 – Reinspection required; presumptions.

- (a) *Reinspections required.* An owner or responsible local agent who is provided with written notice of a code violation or violations, shall correct the code violations within the period of time specified in the notice of violations. Failure to correct a code violation within the specified period of time constitutes a nuisance per se and may result in the residential rental structure or residential rental unit being posted for non-compliance with the City's property maintenance code and/or any other applicable codes or regulations.
- (b) *Failure to have property timely reinspected.* Following inspection and notice of violations, should the owner, the owner's responsible local agent, or the person responsible for the structure fail to facilitate a reinspection prior to the date specified for correction of the violations or by any extended date granted by the department, it shall be presumed that any violations in the notice of violations that have not been previously reinspected and approved have not been corrected and the owner or responsible local agent shall be responsible for failing to repair those violations as if they had not been corrected.
- (c) *Inability to conduct reinspection.* Should the department not be able to gain entry to a residential rental structure or residential rental unit for a scheduled reinspection then it shall be presumed that any violations in the notice of violations that have not been previously reinspected and approved have not been corrected and the owner or responsible local agent shall be responsible for failing to repair those violations as if they had not been corrected.

Sec. 1423.12 - Notice of intent to inspect.

If the owner or the owner's responsible local agent shall not register a residential rental structure or apply for a certificate of compliance for a residential rental structure, unit, or accessory facility, the department will send notice of its intent to inspect the subject structure, unit(s), and/or accessory facilities to the owner or responsible local agent at the mailing address of record with the Assessor's Office for the property owner and the mailing address provided on the registration form if different. Owners or responsible local agents shall have 14 days from the date of mailing to submit the completed registration forms, fees, and request for inspection appointment.

Sec. 1423.13 – Inspection guidelines and property maintenance standards.

The inspection guidelines and property maintenance standards required by this article shall be governed by those guidelines set forth in Chapter 1422 of the Southgate City Code entitled International Property Maintenance Code.

Sec. 1423.14 – Notices and Orders

- (a) Official notices and orders issued pursuant to this article, including but not limited to inspection scheduling notices, inspection reports, notices of code violations, and invoices, shall be served upon the owner or designated responsible local agent by first class mail to the address reported on the registration form, in person, or by email to the email address reported on the registration form upon written consent of the owner or agent.
- (b) Whenever the Building Official or his/her designee determines that there has been a violation of any section of this article, he/she shall give notice of such alleged violation and order for correction of the violation as provided for in the International Property Maintenance Code, Chapter 1422 of the Code of Ordinances.

Sec. 1423.15 – Appeal Process

- (a) Appeal of Applicability of the Article.
 - 1) If the owner or responsible local agent disagrees with the opinion of the Building Official or his/her designee as to whether the subject property is subject to provisions of this Chapter other than the International Property Maintenance Code, the owner or responsible local agent may appeal to the City Council.
 - 2) Any owner or responsible local agent requesting such an appeal shall file a written request therefor to the Building Department within ten (10) days after the date of the opinion of the Building Official. The appeal shall be made in writing and mailed, or hand delivered to the Building Department.
 - 3) As soon as practical, the City Council shall fix a time, date and place for a hearing and provide notice of the same to the owner or responsible local agent ten (10) days before the scheduled hearing date.
 - 4) The City Council shall hear evidence and testimony by City Departments and other concerned individuals regarding the appeal. The owner or responsible local agent, and/or their representatives, shall be allowed to present evidence and testimony at the hearing on the issues that are the subject of the appeal. After the hearing, the City Council shall decide by Resolution whether the subject structure or dwelling shall be regulated pursuant to provisions of this article. The decision of the City Council shall be final and shall be binding on the owner, responsible local agent, tenant, and the City.
 - 5) The owner may appeal the final decision of the City Council to the Wayne County Circuit Court within 21 days of the date of the final decision.
- (b) Appeal of Notice of Violation of the International Property Maintenance Code.
 - 1) If the owner or responsible local agent disagrees with the opinion of the Building Official or his/her designee as to the existence of an alleged violation, or the period of time that will be reasonably required to correct the alleged violation as set forth in the notice of violation, the owner or responsible local agent may appeal as provided

for in the International Property Maintenance Code, Chapter 1422 of the Code of Ordinances.

Sec 1423.16 – Fees.

- (a) Reasonable fees to receive and process registrations, to schedule and conduct inspections and reinspections, to invoice and collect fees, to issue certificates of compliance, and for other miscellaneous requirements to administer this chapter shall be established by resolution adopted by the City Council and shall be placed on file and made available to the public by the City Clerk's Office.
- (b) A fee will be charged when an inspector is unable to conduct an inspection because the person responsible for facilitating access was not present to do so, when the inspector is effectively locked out of the area to be inspected, when an inspection is canceled less than 72 hours prior to its scheduled date/time of occurrence, and when an administrative search warrant is necessary to facilitate an inspection.

Sec. 1423.17 – Right to examine certificate of compliance; registry of certificate holders.

- (a) The owner or responsible local agent shall provide a copy of a valid certificate of compliance to the tenant or prospective tenant upon request.
- (b) The Building Department shall maintain a registry of all multifamily residential rental structures and residential rental units that have been granted valid certificates of compliance or have had a certificate of compliance denied, suspended, or revoked. Such registry shall be available for public inspection.

Sec. 1423.18 – Harassment.

- (a) Any owner or responsible local agent who harasses or threatens a tenant or person who pays rent with loss of occupancy because of filing a verified complaint shall be responsible for a municipal civil infraction.
- (b) Any tenant or person who pays rent who shall maliciously or frivolously cause an inspection to be made for the purpose of harassing any individual, owner or responsible local agent, corporation, or governmental agency when no violation is present shall be responsible for a municipal civil infraction.
- (c) Building Officials and/or his/her designees shall not be harassed, stalked, threatened, hindered, assaulted, or otherwise interfered with in the performance of their duties. Notwithstanding any other section in this article, a violation of this subsection shall be a municipal civil infraction.

Sec. 1423.19 – Penalties.

- (a) Any person who shall violate the provisions of this Chapter, or who shall fail to comply with any of the requirements thereof, shall be guilty of a municipal civil infraction. A separate offense shall be deemed committed each day during or on which a violation or

noncompliance occurs or continues. The enforcing agency for the City shall be the Building Department.

(b) The civil fines payable to the City's Municipal Ordinance Violations Bureau for admissions of responsibility shall be as follows:

- 1) \$100 for a first offense.
- 2) \$300 for a second repeat offense within two years.
- 3) \$500 for a third and each subsequent repeat offense within two years.



MULTIFAMILY RENTAL HOUSING CERTIFICATION 2023-24 FEE SCHEDULE

REGISTRATION (one-time fee per ownership of property)

DUPLEX 2-FAMILY STRUCTURE	\$150
MULTIFAMILY BUILDINGS	\$150 EACH BUILDING
CHANGE OF OWNERSHIP OR AGENT	\$50 PER BUILDING

INSPECTIONS (biennial cycle)

Two-Family Duplex Structure - Exterior Bldg & Grounds	\$75
Two-Family Duplex Structure - Interior per Dwelling Unit	\$75
Multifamily - Building Exterior & Grounds	\$125 each Building
Multifamily - Dwelling Unit	\$75 each apartment dwelling
Multifamily - Accessory Facilities (mechanical/laundry/recreation, etc.)	\$75 each separate facility
Re-Inspections (all)	\$60 each re-inspection to verify compliance
Document Verification (as required to certify)	\$30
Furnace/Boiler Certification by Licensed Mechanical Contractor	Licensed Contractor at Owner's Expense

MISCELLANEOUS FEES

Late Cancellation <72 hrs notice	\$25
Appointment No Show/Lock Out	Equal to scheduled inspection fee
Tenant Complaint Response/Inspection	\$75 Billed to Tenant if No Code Violation Verified
Tenant Complaint Re-Inspection	\$75 Billed to Owner if Code Violation Verified
Failure to Register Penalty	\$250 per Structure + required inspection fees
Administrative Inspection Warrant	\$300 Per Premises + required inspection fees

INSPECTION FEES MUST BE PAID IN FULL PRIOR TO THE INSPECTION DATE

CITY OF SOUTHGATE

PLANNING COMMISSION RESOLUTION

At a meeting of the Southgate Planning Commission called to order by Ed Gawlik on June 12, 2023 at 7:04 p.m. the following resolution was offered:

Moved by Crawford, supported by Yoos, to inform City Council the acceptance of the Multi-Family Rental Housing Certification Ordinance. MOTION APPROVED UNANIMOUSLY.

I, Ed Gawlik, Chairperson of the Southgate Planning Commission, do hereby certify that the foregoing is a true, correct, and complete copy of a resolution adopted by the Southgate Planning Commission at a meeting held on June 12, 2023.

Chairperson

cc: Plan Consultant, City Administrator, Building Department, City Council, Clerk, File, Attorneys