

Southgate City Council Agenda

Council Chambers

14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday September 21, 2022

6:30pm **Work Study Session**

1. Officials Reports
2. Discussion of Agenda Items

7:00 pm **Regular Meeting**

Pledge of Allegiance

Roll Call: Colovos, Farrah, George, Graziani, Kuspa, Rauch, Zamecki

Minutes:

1. Work Study Session Minutes dated September 7, 2022
2. Regular City Council Meeting Minutes dated September 7, 2022

Scheduled Persons in the Audience: Boy Scout Troup 1783 – Wreath Sale

Consideration of Bids:

Scheduled Hearings:

Communications “A” –

1. Letter from Mayor; Re: Purchase of 2 Police Interceptor Vehicles
(Waiver of Bid)
2. Memo from Administrator; Re: Resolution to Hold Public Hearing for Southgate
Tower Brownfield; 16333 Trenton Road

Communications “B” – (Receive and File)

1. Letter from Mayor; Re: Appointment of Assistant City Administrator/Finance Director

Ordinances:

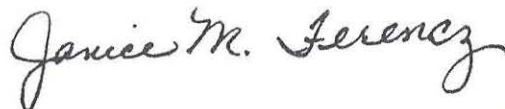
Old Business:

New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant #1457 \$30,993,353.78

Adjournment:



Janice M. Ferencz, City Clerk

City Council

Work Study Session

September 7, 2022

An Informal Meeting of the Council of the City of Southgate was held on September 7, 2022 at 6:30 P.M. and called to order by Council President Zoey Kuspa.

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

Absent:

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

Discussed the following agenda items:

- Collective Bargaining Agreement Patrol Officers Local 110.
- Proposed Sale of Forfeited Vehicles.
- Waiver of Bid, purchase of new Police K-9.
- Waiver of Bid, purchase of Mobile ID Fingerprint Identification Evolution Scanner.
- Waiver of Bid, purchase Phase 2 Cobb Park Playground Improvement.
- Deaconess Tower Refinancing.
- Proposed GLWA Water Service Contract for FY 2024-2027.

This meeting ended at 6:48 pm.

City of Southgate

Regular City Council Meeting

September 7, 2022

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

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

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

Absent:

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

Minutes:

Moved by Rauch, supported Zamecki, RESOLVED, that the minutes of the City Council Work Study Session dated August 17, 2022 be approved as presented. Carried unanimously.

Moved by Colovos, supported by George, RESOLVED, that the minutes of the Regular City Council Meeting dated August 17, 2022 be approved as presented. Carried unanimously.

Executive Session re: Tentative Agreement for Patrol Officers POLC Local 110

Moved by George, supported by Rauch, RESOLVED that the Southgate City Council hereby enters into an executive session at 7:02 p.m.

ROLL CALL

Graziani	Yes
Colovos	Yes
Farrah	Yes
George	Yes
Rauch	Yes
Zamecki	Yes
Kuspa	Yes

Motion Passes 7-0

Moved by Rauch, supported by Colovos, RESOLVED that the Southgate City Council hereby closed the executive session at 7:16 p.m.

ROLL CALL

Graziani	Yes
Colovos	Yes
Farrah	Yes
George	Yes
Rauch	Yes
Zamecki	Yes
Kuspa	Yes

Motion Passes 7-0

Regular City Council Meeting

September 7, 2022

Communications "A":

1. Memo from Administrator; Re: Collective Bargaining Agreement; Patrol Officers moved by Farrah, supported by Colovos, RESOLVED that the Southgate City Council hereby authorizes the Mayor and City Clerk to sign the Tentative Agreement between the Patrol Officers POLC Local 110 and the City.

Motion carried unanimously.

2. Memo from Public Safety Dir.; Re: Proposed Sale of Forfeited Vehicles moved by Farrah, supported by George, RESOLVED that the Southgate City Council hereby concurs with the proposed sale of forfeited vehicles at a public auction on October 22, 2022 at Norm & Eddies (21851 Pennsylvania Rd., Brownstown, MI 48193). Said vehicles are as follows:

2003 Lincoln MKZ	4D	3LNHM26T08R610377
2004 Ford F150	Pickup	1FTRX12W84NA60966
2015 Chevrolet Traverse	4D	1GNKRHKD1FJ281491
2004 Ford	Pickup	1FTRX14W94NB36630

Motion carried unanimously.

3. Memo from Public Safety Dir.; Re: Purchase of new Police K-9 (Waiver of Bid) moved by Farrah, supported by Rauch, RESOLVED that the Southgate City Council hereby waives the bid procedure and authorizes purchase of a new K-9 dog and training with K9 Academy Training Facility (24800 Hayes St, Taylor, MI 48180) for a total of \$9,200.

Motion carried unanimously.

4. Memo from Public Safety Dir.; Re: Purchase of Mobile ID Fingerprint Identification Evolution Scanner (Waiver of Bid) moved by Colovos, supported by Rauch, RESOLVED that the Southgate City Council hereby waives the bid procedure and authorizes purchase of a Mobile-ID Fingerprint Identification Evolution Scanner system from DataWorks Plus (728 N. Pleasantburg Drive, Greenville, SC 29607) in the amount of \$3,130.

Motion carried unanimously.

5. Letter from Mayor; Re: Recommendation for Cobb Park Playground Improvement Phase 2 (Waiver of Bid) moved by Farrah, supported by Rauch, RESOLVED that the Southgate City Council hereby waives the bid procedure and authorizes purchase of Cobb Park Playground Improvement Phase 2 to Penchura, L.L.C. (889 S. Old US 23, Brighton, MI 48114) in the amount of \$83,985.72 plus a 10% contingency of \$8,398.57 for a total of \$92,385.29.

Motion carried unanimously.

6. Memo from ACA/Finance Dir.; Re: Deaconess Tower Refinancing moved by George, supported by Zamecki RESOLVED that the Southgate City Council approves the following resolution and the PILOT at 4% for Deaconess Tower:

WHEREAS, the City of Southgate ("City") is desirous of assisting in the refinancing and renovating of a senior citizens housing project known as Deaconess Tower ("Project"), and

WHEREAS, the Project has received tax credits from the Michigan State Housing Development Authority ("Authority") for Low Income Housing Tax Credits; and

WHEREAS, the City granted a tax abatement for the Project under resolution 52-06 and now that resolution will expire before the end of newly contemplated financing for the Project.

Regular City Council Meeting

September 7, 2022

NOW, THEREFORE, IT IS RESOLVED:

That the City recognizes that housing for low-income senior citizens is a public necessity and the project is of the type, which meets the criteria of the City's Ordinances for tax abatement. That the Project seeks an extension of the abatement of taxes pursuant to P.A. 1966, No. 346, as amended for the full term of contemplated financing and that it should be granted this exemption from taxation under this Act, and; IT IS FURTHER RESOLVED that in conformity with the original resolution 52-06 the City will accept in lieu of taxes a service charge of four (4%) per cent of the difference between Annual Shelter Rents actually collected and utilities paid by the owner as is set forth in the Ordinances Numbers 490, 523 and 528 of the City of Southgate for senior citizens low income housing projects for the period that this is a low income senior citizens housing development and the Authority has an interest in the property.

That notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the city and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Resolution.

Motion carried unanimously.

**Colovos abstained from voting as he disclosed he is a member of the St. George Greek Council.*

7. Memo from Administrator; Re: Proposed GLWA Water Service Contract for FY2024-FY2027 moved by Rauch, supported by Zamecki, RESOLVED that the Southgate City Council hereby approves the contract amendment and authorizes the Mayor and City Clerk sign on behalf of the City.

Motion carried unanimously.

Claims and Accounts:

Moved by Graziani, supported by Rauch, RESOLVED, that Claims and Accounts be paid as outlined on Warrant #1456 for \$7,580,971.82.

Motion carried unanimously.

Adjournment:

Moved by Colovos, supported by George, RESOLVED THAT this Regular Meeting of the Southgate City Council be adjourned at 7:33 P.M. Carried unanimously.

Zoey Kuspa
Council President

Janice M. Ferencz
City Clerk

Laura Walsh

From: schickline1 <schickline1@aol.com>
Sent: Friday, August 5, 2022 8:59 AM
To: Laura Walsh; amzito826@gmail.com
Subject: RE: Troop 1783 City Outreach

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Laura,

Just checking in to see if you got this. Also please add us to the monthly meeting for September so we can get the permit to sell our wreaths. We would like to move our location to the dollar tree location on the corner of dix-toldeo and eureka road. The plaza owner, Glenn Hirsch, is my father in law, we have his permission to be there.

Thanks

Amy Hirsch

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: schickline1@aol.com
Date: 7/25/22 5:07 PM (GMT-05:00)
To: lwalsh@ci.southgate.mi.us
Subject: Troop 1783 City Outreach

Laura,

I hope your year is going well. I wanted to check in and see if there is any volunteer work that our Troop could help the city out with.

If you would like to call and discuss you can reach me at 248-921-9788.

We can do small clean up projects, help at food banks just to name a few.

Thanks

Amy Hirsch

Troop 1783 Committee Chair

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

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

September 15, 2022

To the Honorable
City Council
Southgate, Michigan 48195

Re: Purchase of 2 Police Interceptor Utility Vehicles – **Waiver of Bid**

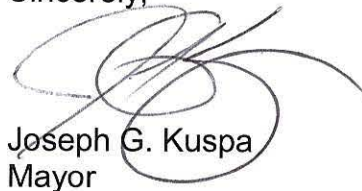
Ladies and Gentlemen:

It is recommended by the Police Chief and I concur, that the bid procedure be waived and to award the purchase of 2 Ford Next Generation Police Interceptor Utility Vehicles to Southgate Ford. Southgate Ford has agreed to match the State of Michigan Bid Price in the amount of \$43,720.00 per vehicle for a total cost of \$87,440.00.

Adequate funds are available for this purchase in the Capital Fund through the sale of the lease on the AT&T Tower and sale of land.

Your favorable consideration of this matter is greatly appreciated.

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
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DALE W. ZAMECKI

MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: David Angileri, Assistant City Administrator/Finance Director 

DATE: September 15, 2022

RE: Recommendation for (2) Ford Police Interceptor Utility Vehicles.

I have reviewed the above with the Director of Public Safety, and concur with his recommendation to award this purchase to Southgate Ford, Southgate, Michigan, who has agreed to match the State of Michigan Bid price in the amount of \$43,720.00 per vehicle, for a total cost of \$87,440.00.

Adequate funds are available in the Capital Fund through the sale of the lease on the ATT Tower and sale of land for this purchase. Capital Fund will have approximately \$283,131.00 left in this Fund after this purchase.



SOUTHGATE POLICE DEPARTMENT MEMO

To: Honorable Mayor Joseph G. Kuspa
From: Joseph Marsh, Director of Public Safety
Re: **Request for Waiver of bid/Purchase approval**

Date: September 6th, 2022

Dear Mayor,

The Police Department is in need of replacing (2) two patrol vehicles. Adequate funding has been set aside by the Finance Director for this purpose.

Southgate Ford has agreed to match the State of Michigan bid for Ford Police Utility Patrol Vehicles. The two vehicles will be 2023 Ford Police Utility Interceptor all black, with All Wheel Drive, the total cost per vehicle is \$43,720.00.

It is my recommendation that the purchase of (2) two 2023 Ford Police Utility Interceptor AWD Black in color, be awarded to Southgate Ford, 16501 Fort St., Southgate, Michigan in the amount of \$87,440.00. With your concurrence, I respectfully request this item be placed on the City Council's agenda for the meeting scheduled on September 21st, 2022 for purposes of a waiver of bid request and purchase approval.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joseph L. Marsh".

Joseph L. Marsh

Director of Public Safety

cc: Finance Director, City Administrator, Chief Mydlarz, COA Pres. Klonowski, POLC Union Pres. Merony, Public Safety Commission (7), file

SOUTHGATE FORD

"The Home Of Quality Sales & Service"

16501 Fort St. • Southgate, MI 48195
Phone 734-282-3636 • Fax 734-282-1770
southgateford.com



September 4, 2022

City of Southgate
Attention: Joseph Marsh
Director of Public Safety
Southgate Police Department

Dear Joe,

The following bid (with attachment) reflects the State Bid Award for;
2023 Ford Police Interceptor Utility AWD (State Reference #3003)

Your Price = \$43,720.00 (per vehicle) with the following breakdown;

State Bid Award = \$31,409.00
2022 Price Increase = \$2460.00
2023 Price Increase = \$6595.00
Destination Price Increase = \$250.00
City of Southgate Upgrades = \$1010.00
Government Price Concession Reduction = \$1981.00
Title Fee = \$15.00

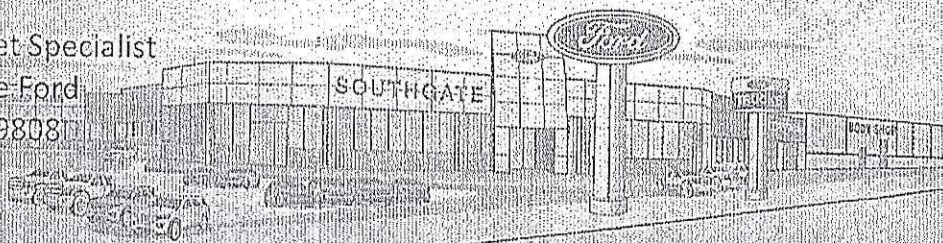
A total of 2 Police Interceptor Utility's requested = \$87,440.00 Total Due.

Delivery may be expected within 4-6 months.

Sincerely yours,

Don Daniel

Sales/Fleet Specialist
Southgate Ford
734-324-9808



CNGP530

VEHICLE ORDER CONFIRMATION

09/04/22 09:03:47

==>

Dealer: F48026

2023 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 0001 Priority: M3 Ord FIN: QD688 Order Type: 5B Price Level: 320
Ord Code: 500A Cust/Flt Name: CITY OF SGTE PO Number:

RETAIL

RETAIL

K8A	4DR AWD POLICE	\$47165	60A	GRILL WIRING	\$50
	.119" WHEELBASE		68G	RR DR/LK INOP	75
UM	AGATE BLACK		85R	RR MOUNT PLATE	45
9	CLTH BKTS/VNL R		86T	RR TAILLAMP HSG	60
6	EBONY			SP DLR ACCT ADJ	
500A	EQUIP GRP			SP FLT ACCT CR	
	.AM/FM STEREO			FUEL CHARGE	
99W	.3.3L HYBRID	NC	B4A	NET INV FLT OPT	NC
44B	.10-SP MOD HYBRD	NC		PRICED DORA	NC
	FLEET SPCL ADJ	NC		DEST AND DELIV	1495
19K	H8 AGM BATTERY	110	TOTAL	BASE AND OPTIONS	49695
425	50 STATE EMISS	NC	TOTAL		49695
43D	COURTESY DISABL	25			
51S	DUAL LED LAMPS	620			
59B	KEY CODE 1284X	50			

THIS IS NOT AN INVOICE

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC027613

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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MARK FARRAH

KAREN E. GEORGE

PHILLIP J. RAUCH

DALE W. ZAMECKI

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator

Date: June 28, 2022

Re: Resolution to Hold a Public Hearing for Southgate Tower Brownfield, 16333 Trenton Rd.

On Friday, September 2, 2022, the Southgate Brownfield Redevelopment Authority voted to approve a Brownfield Plan presented by AKT Peerless and Alex Begin from Southgate Tower LLC. The Southgate Tower Brownfield Plan is regarding the property on 16333 Trenton Rd. Southgate MI.

The next step in the approval process for the Brownfield Plan is to hold a public hearing. I am respectfully requesting that the council make a resolution to hold a public hearing during the regularly scheduled October 5, 2022 City Council Meeting for the Southgate Tower Brownfield Plan.

Your favorable consideration is appreciated.

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

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DALE W. ZAMECKI

September 16, 2022

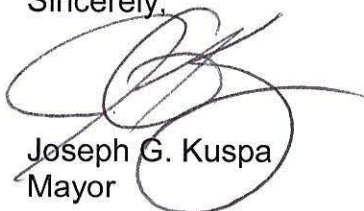
Honorable City Council Members
14400 Dix-Toledo Rd.
Southgate, Michigan 48195

Ladies and Gentleman:

As per Sec. 64 of the City Charter, I have appointed Doug Drysdale to Assistant City Administrator/Finance Director effective October 2, 2022. Mr. Drysdale's contract is attached.

Should you have questions please contact me at 734-258-3022.

Sincerely,



Joseph G. Kuspa
Mayor

EMPLOYMENT CONTRACT

THIS AGREEMENT, made and entered into this day of September _____, 2022 by and between the CITY OF SOUTHGATE, State of Michigan, a municipal corporation, hereinafter called "Employer", as party of the first part, and Douglas Drysdale, hereinafter called "Employee", as party of the second part, both of whom understands as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said Douglas Drysdale as Assistant City Administrator / Finance Director of the CITY OF SOUTHGATE, as provided by CITY CHARTER; and

WHEREAS, Employee desires to accept employment as ASSISTANT CITY ADMINISTRATOR / FINANCE DIRECTOR of said City;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1 – Duties

Employer hereby agrees to employ Douglas Drysdale as Assistant City Administrator / Finance Director of Employer to perform the function and duties as specified in the Southgate City Charter and applicable ordinances of the City. The Employee agrees that during the employment period he shall devote his full business time to the business affairs of the City and shall perform his duties faithfully and efficiently subject to the direction of the Mayor of Southgate.

Section 2 – Term

- A. Employee acknowledges that he is an at-will employee and that nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Mayor to terminate the services of Employee at any time.
- B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 4 of this agreement.
- C. Employee agrees to remain the exclusive Employee of the Employer commencing October 2, 2022 and neither to accept other employment nor to become employed by any other employer thereafter as long as Employee remains in the employ of the Employer.
- D. The term "exclusive employee" shall not be construed to preclude, treasury responsibilities with DUWA (Downriver Utility Wastewater Authority, 25605 Northline, Taylor MI.), occasional teaching, writing, consulting, or military reserve service performed during Employee's time off.

Section 3 – Termination and Severance Pay

- A. In the event Employee is terminated by the Mayor during such time that Employee is willing and able to perform his duties under this agreement, then in that event, Employer agrees to give Employee seven (7) days notice of termination; provided, however, that in the event Employee is terminated for cause which shall include but not be limited to, his conviction of any illegal act involving personal gain to him, then, in that event, Employer shall have no obligation to give the Employee advance notice of termination and shall have no further obligation to Employee pursuant to the terms of this contract.
- B. In the event Employee voluntarily resigns his position with Employer, then Employee shall give Employer sixty (60) days notice in advance, unless the parties otherwise agree.
- C. Termination "For Cause" shall include:
 - 1) A material breach of the terms and conditions of employment or this Employment Contract,
 - 2) A material act of misfeasance or malfeasance which substantially adversely affects the operations of the Employer,
 - 3) A material violation of rules, regulations, policies, or procedures,
 - 4) Insubordination,
 - 5) Theft or dishonesty,
 - 6) Violation of a criminal law (excluding traffic) and conviction thereof.
- D. In the event that Employee is terminated by the Mayor, without cause, Employer will be required to pay severance. The severance package shall consist of the Employee's salary and health care benefits in effect on the date of written notification of termination, for a period of sixty (60) days.

Section 4 – Salary

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of ninety-two thousand (\$92,000) dollars, increased to ninety-six thousand (\$96,000) dollars on July 1st 2023, and increased to one hundred thousand (\$100,000) dollars on July 1, 2024.

In addition, after year 2 the Employer agrees to annually consider an adjustment to said base salary and/or other benefits of Employee in such amounts and to such extent as the budget may determine on the basis of an annual performance review of said Employee.

Section 5 – Residence

Employee agrees to reside within twenty-five (25) miles of the City of Southgate during his employment.

Section 6 – Paid Time Off and Holidays

As an inducement to Employee for him to become Assistant City Administrator / Finance Director, at signature hereof, Employee shall be entitled to eight (8) days of paid time off. On January 1 of 2023, and each year after, Employee shall be given twenty-five (25) days'

of paid time off to use as vacation, sick or personal. Employee will be able to roll over up to five (5) days each year. Employee shall be entitled to all regular holidays currently granted to other employees in compliance with Teamsters Local 214

Section 7 – Disability, Health, and Life Insurance

Employer agrees to put into force and to pay required premium payments of Employee for long and short-term disability income benefits, life insurance, dental, vision and medical group health insurance, equal to that which is provided under Teamsters Local 214

Section 8 – Retirement Benefit

The employee shall be provided retirement benefits in accordance with the Labor Agreement between the City of Southgate and the Teamsters Local 214

Section 9 – Memberships

Employer hereby agrees to pay, the annual membership fees, and related training materials of the Michigan Government Finance Officers Association.

Section 10 – Indemnification

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Employer reserves the right to withhold said indemnification in the event said alleged act or omission is an illegal act of omission or commission.

Section 11 –Reduction of Benefits

Employer shall not at any time during the term of this agreement reduce the salary, compensation, or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all other employees covered by Teamsters Local 214

All provisions of the City Charter and Code, and regulations and rules of the Employer relating to paid time off, retirement, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

Section 12 – General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. If a dispute arises concerning this agreement or Employee's employment with the Employer in any way, shape or form including, but not limited to, any and all statutory, administrative, discrimination, contract, or any other potential, judicial or other claims, such dispute can be resolved only through binding arbitration pursuant to the terms of this arbitration provision. Within one hundred eighty (180) days of the event or occurrence which gives rise to the dispute, either Employee or the

Employer may file a demand for arbitration with the American Arbitration Association ("AAA"). Such arbitration shall be conducted in accordance with AAA's commercial arbitration rules (except as modified herein). Such arbitration shall be heard by a single Michigan arbitrator. The determination of the arbitrator shall be binding upon both the Employer and Employee. All expenses, costs, administrative filing fees and arbitrator's fees shall be shared equally by the Employer and Employee. The parties further agree that they will comply with the terms of this arbitration provision and any award rendered by the arbitrator, and that a judgment of a court having jurisdiction may be entered upon the award as long as the arbitrator does not exceed their authority or jurisdiction. This arbitration agreement specifically includes, but is not limited to, statutory claims of employment discrimination.

- C. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- D. This agreement shall become effective upon execution. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Southgate has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

Joseph G. Kuspa – Mayor
City of Southgate
State of Michigan

ATTEST:

Jan Ferencz – City Clerk

Douglas W. Drysdale – Employee

Date: _____