

Southgate City Council Agenda

Council Chambers

14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday January 19, 2022

6:30pm

Work Study Session

1. Presentation of Christmas Home Decorating Contest Winners
2. Officials Reports
3. 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 January 5, 2022
2. Regular City Council Meeting Minutes dated January 5, 2022

Scheduled Persons in the Audience:

Consideration of Bids:

Scheduled Hearings:

Communications "A" –

1. Letter from Mayor; Re: Appointment to Downtown Development Authority Page 5
2. Letter from Mayor; Re: Appointments to Board of Zoning Appeals Page 6
3. Letter from Mayor; Re: Appointments to Plan Commission Page 7
4. Letter from Mayor; Re: Appointment to Commission on Aging Page 8
5. Letter from Mayor; Re: Appointments to Police & Fire Retirement Page 11
6. Letter from Mayor; Re: Appointment to Building Authority Page 13
7. Letter from Mayor; Re: Purchase of Utility Radio Detection Locator Page 14
- (Waiver of Bid)
8. Memo from Deputy Assessor; Re: March Board of Review – 2022 Page 19
9. Memo from Administrator; Re: Resolution to approve Purchase Agreement Page 20
between the City of Southgate and DTE Energy to convert certain street
lights to LED
10. Memo from Dir. Of Public Safety; Re: **Waiver of Bid**/Purchase Approval Page 30

Communications "B" – (Receive and File)

Ordinances:

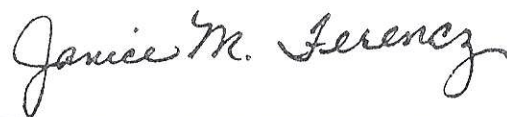
Old Business:

New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant #1441 \$ 1,301,526.66

Adjournment:



Janice M. Ferencz, City Clerk

City Council

Work Study Session

January 5, 2022

An Informal Meeting of the Council of the City of Southgate was held on January 5, 2022 at 6:30 P.M. and called to order by Council President Zoey Kuspa.

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

Absent:

Also Present: Mayor Joseph G. Kuspa, City Administrator Dustin Lent, City Attorney Ed Zelenak, Assistant City Administrator/Finance Director David Angileri, City Clerk Janice Ferencz, City Treasurer Christopher Rollet, City Engineer John Hennessey, Public Safety Director Joseph Marsh, Police Chief Mark Mydlarz, Acting DPS Director Kevin Anderson, Building Inspections Director Tim Leach

Discussed the following agenda items:

- Appointment to Dangerous Building Hearing Board
- Appointments to Public Safety Commission

This meeting ended at 6:38 pm.

City of Southgate

Regular City Council Meeting

January 5, 2022

A Regular Meeting of the Council of the City of Southgate was held on Wednesday, January 5, 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, Karen George, Christian Graziani, Mark Farrah, Zoey Kuspa, Phil Rauch, Dale Zamecki

Absent:

Also Present: Mayor Joseph G. Kuspa, City Administrator Dustin Lent, City Attorney Ed Zelenak, Assistant City Administrator/Finance Director David Angileri, City Clerk Janice Ferencz, City Treasurer Christopher Rollet, City Engineer John Hennessey, Public Safety Director Joe Marsh, Police Chief Mark Mydlarz, Acting DPS Director Kevin Anderson, Building Inspections Director Tim Leach.

Minutes:

Moved by Colovos, supported Zamecki, RESOLVED, that the minutes of the City Council Work Study Session dated December 15, 2021 be approved as amended and presented. Carried unanimously.

Moved by Rauch, supported by George, RESOLVED, that the minutes of the Regular City Council Meeting dated December 15, 2021 be approved as presented. Carried unanimously.

Communications "A":

1. Letter from Mayor; Re: Appointment to Dangerous Building Hearing Board moved by George, supported by Zamecki, RESOLVED THAT the Southgate City Council hereby concurs with the Mayor's recommendation to appoint Michael Yoos to the Dangerous Building Hearing Board for a term expiring December 2023.

Motion carried unanimously.

Communications "B":

1. Letter from Mayor; Re: Appointments to Public Safety Commission moved by Colovos, supported by Rauch, RESOLVED THAT the Southgate City Council receives and files this correspondence.

Motion carried unanimously.

Regular City Council Meeting
January 5, 2022

Claims and Accounts:

Moved by Graziani, supported by Zamecki, RESOLVED, that Claims and Accounts be paid as outlined on Warrant #1440 in the amount of \$9,784,396.35.

Motion carried unanimously.

Adjournment:

Moved by Colovos, supported by Rauch, RESOLVED THAT this Regular Meeting of the Southgate City Council be adjourned at 7:09 P.M. Carried unanimously.

Zoey Kuspa
Council President

Janice M. Ferencz
City Clerk

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

BILL COLOVOS

MARK FARRAH

KAREN E. GEORGE

PHILLIP J. RAUCH

DALE W. ZAMECKI

January 7, 2022

To The Honorable
Southgate City Council
Southgate, Michigan 48195

Re: **Appointment to Boards/Commissions**

Ladies and Gentlemen:

Please be advised I have made the following appointment:

Downtown Development Authority— for a term expiring December 2025:

Greg Kowalsky 14113 Longtin

Your concurrence on this appointment is greatly appreciated.

Sincerely,

Joseph G. Kuspa
Mayor

Cc: City Clerk

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

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PHILLIP J. RAUCH

DALE W. ZAMECKI

January 12, 2022

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:

Board of Zoning Appeals – for a term expiring December 2022:

Pat Poirier

This appointment fills the vacancy created by Linda Clark's appointment to the Plan Commission.

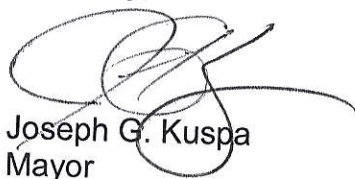
Board of Zoning Appeals – for a term expiring December 2023:

Priscilla Ayres-Reiss 15080 Cameron

This appointment fills the vacancy created by the resignation of John Byers.

Your concurrence on these appointments is greatly appreciated.

Sincerely,



Joseph G. Kuspa
Mayor

Cc: City Clerk

NORMA J. WURLINGER MUNICIPAL BUILDING
14400 DIX-TOLEDO ROAD • SOUTHGATE, MICHIGAN 48195 • 734-258-3022 • FAX: 734-246-1414

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



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January 12, 2022

To The Honorable
Southgate City Council
Southgate, Michigan 48195

Re: Appointments to Boards/Commissions

Ladies and Gentlemen:

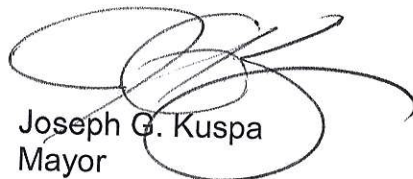
Please be advised I have made the following appointments:

Plan Commission – for a term expiring December 2024:

Linda Clark
Scott Labadie
Leticia Crawford

Your concurrence on these appointments is greatly appreciated.

Sincerely,



Joseph G. Kuspa
Mayor

Cc: City Clerk

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

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January 12, 2022

To The Honorable
Southgate City Council
Southgate, Michigan 48195

Re: Appointments to Boards/Commissions

Ladies and Gentlemen:

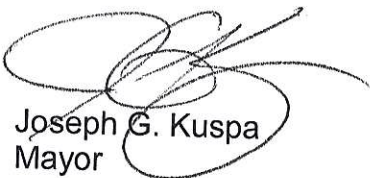
Please be advised I have made the following appointments:

Commission on Aging – for a term expiring December 2023:

Victoria Witt
Carol Healy
Nancy Mellon
Maria Graziani
Dick Bentley
Valenteen Bojanowski
Kim Kuspa

Your concurrence on these appointments is greatly appreciated.

Sincerely,


Joseph G. Kuspa
Mayor

Cc: City Clerk

JGK/law

January 12, 2022

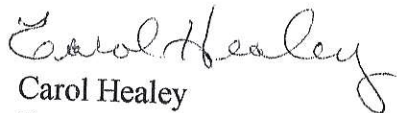
Dear Mr. Joseph Kuspa

We the Board of the COA/Southgate Seniors, would be pleased to have Kim Kuspa be appointed as Vice Chair for the COA/Southgate Seniors. Kim has great ideas for the seniors and always is available when needed to help with the many projects.

Valenteen F. Bojanowski
Chairman



Victoria Witt
Secretary



Carol Healey
Treasurer

EDWARD A. ZELENAK
City Attorney

MURRAY SLOMOVITZ
Assistant City Attorney



City of Southgate

NORMA J. WURMLINGER
MUNICIPAL BUILDING

January 13, 2022

Honorable Joseph G. Kuspa
City of Southgate
14400 Dix-Toledo Road
Southgate, Michigan 48195

Re: Appointment to Commission on Aging

Dear Mayor Kuspa:

You have requested me to review the suggestion of the membership of the Southgate Commission on Aging to have Kim Kuspa appointed as a member. The Commission is an appendage of the city, wherein appointed commissioners serve without compensation or remuneration. The appointment of the commission is parallel to the state standards, and is mayoral in nature subject to city council approval.

Service on the body is voluntary, subject to the appointment provisions of the codified ordinances of the city; note provisions under 296.01(2) on conflict of interest which tempers the definition of members of the "immediate family" of "Officer" in subsection (1) by relating the service of any "member" as permissive providing they serve without compensation.

Kim Kuspa, your wife, may be recommended to serve as a member of the Commission on Aging, pursuant to the codified ordinances of the city of Southgate. Her appointment requires the approval of City Council.

Very truly yours,

EDWARD M. ZELENAK

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

January 12, 2022

To The Honorable
Southgate City Council
Southgate, Michigan 48195

Re: Appointments to Boards/Commissions

Ladies and Gentlemen:

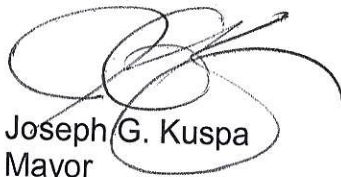
Please be advised I have made the following appointments:

Police & Fire Retirement Board – for a term expiring December 2023:

Gordon Mydlarz
Marc Hatfield

Your concurrence on these appointments is greatly appreciated.

Sincerely,



Joseph G. Kuspa
Mayor

Cc: City Clerk

JGK/law

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JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



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January 12, 2022

To The Honorable
Southgate City Council
Southgate, Michigan 48195

Re: Appointment to Boards/Commissions

Ladies and Gentlemen:


Consistent with past practice, please be advised I have made the following appointment:

Building Authority— for a term expiring December 2021:

Joseph G. Kuspa

Your concurrence on this appointment is requested.

Sincerely,


Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



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January 11, 2022

To the Honorable
City Council
Southgate, Michigan 48195

Re: Purchase of Utility Radio Detection Locator – **Waiver of Bid**

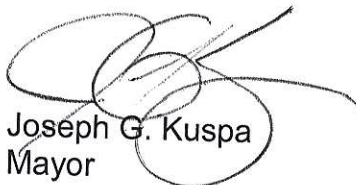
Ladies and Gentlemen:

It is recommended by the Acting Director of Public Services and I concur, that the bid procedure be waived and to purchase the Utility Radio Detection Locator for the amount of \$6,854.01.

Adequate funds are available for this purchase in the Water and Sewer Department.

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

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MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: David Angileri, Assistant City Administrator/Finance Director 

DATE: January 7, 2022

RE: Recommendation for Utility Radio Detection Locator **(Waiver of Bid)**

I have reviewed the above with the Acting Director of Public Services for the purchase of Water Utility Radio Detection Locator, Harrison, OH in the amount of \$6,854.01

Adequate funds are available in the Water and Sewer Department for this purchase.



City of Southgate

DEPARTMENT OF PUBLIC SERVICES

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

Memorandum

To: The Honorable Mayor and Members of City Council
From: Kevin Anderson, Acting DPS Director
Date: January 06, 2022
Re: Request for Waiver of Bid – Utility Radio Detection Locator

The Department of Public Services request that City Council waive the bid process and award the purchase for a Utility Radio Detection Locator for \$6,854.01, from C & S Solutions, Inc., 10620 New Haven Rd., Harrison, OH 45030. C & S Solutions, Inc. is the only authorized distributor for the State of Michigan.

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

Kevin Anderson
Acting DPS Director

Enclosure

KA/sb

C&S SOLUTIONS, INC.
10620 NEW HAVEN RD.
HARRISON, OH 45030

Web Site

www.locatorguys.com

QUOTE

MAIN OFFICE
513-922-7444

REPAIR DIVISION
513-922-7444

Date

Estimate #

11/18/2021

18270

Name / Address

CITY OF SOUTHGATE
14719 SCHAFER COURT
SOUTHGATE, MI 48195
PHIL FERRO

Ship To

CITY OF SOUTHGATE
14719 SCHAFER COURT
SOUTHGATE, MI 48195
PHIL FERRO

Terms

Rep

Net 15

TP

Description	Qty	Rate	Total
RD 7200#--10/72			
TX-10/TRANSMITTER PART # 10/RD TX10	1	2,446.02	2,446.02
5 " TRANSMITTER CLAMP#--10/TX-CLAMP-5	1	2,988.00	2,988.00
TRANSMITTER RECHARGE W/MAINS	1	546.00	546.00
ONLY#-- 10/TX-MBATPACK-V2	1	603.00	603.00
SOFT BAG, PART #, 10/LOCATORBAG	1	201.00	201.00
SHIPPING & HANDLING		69.99	69.99
The above estimate includes:		0.00	0.00
1) 3 Year Warranty			
2) Free On Site Training, free on site training once a year			
3) Free 24/7 Support			
4) Free Loaner If Unit Goes In For Service, for lifetime of equipment			
5) Free software upgrades for lifetime of equipment			

C&S Solutions, Inc. is licensed and certified to repair all Radiodetection/Pearpoint equipment at our home office in Cincinnati, Ohio.

Thank you for the opportunity to earn your business. Please call Tanner at (513)376-0865 with any questions.

Quote good for 30 days.

C&S SOLUTIONS IS NOT RESPONSIBLE FOR ANY ITEMS LOST OR DAMAGED IN SHIPPING

Total

\$6,854.01

Fax #

513-941-5410

E-mail

jeff@locatorguys.com

Gary Schafer
Regional sales Director, Americas
Radiodetection

gary.schafer@spx.com
T +1 (207) 655-8525



SPX

RADIODETECTION

Date January 14, 2021

To Whom It May Concern:

Radiodetection, a unit of SPX, declares that C & S Solutions of 10620 New Haven Rd., Harrison, Ohio, 45030, is the authorized distributor for the State of Ohio, Michigan, Indiana, Tennessee, and Kentucky. As of the date of this letter, C & S Solutions is the only authorized distributor for Radiodetection in this territory.

This letter is valid through December 31, 2021. If you require further information, please do not hesitate to contact our office. We appreciate your business.

Gary Schafer

Regional sales Director, Americas

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

MEMORANDUM

TO: David Angileri, Finance Director

FROM: Esther Graves, Deputy City Assessor *EG*

DATE: January 12, 2022

RE: March Board of Review – 2022

This communication is to request that City Council approve the following dates for the 2022 March Board of Review:

Tuesday, March 8th from 9 AM until 7 PM
Tuesday, March 15th from 12 PM until 9 PM
Tuesday, March 22nd from 9 AM until 7 PM

The following date may be utilized if necessary:

Thursday, March 24th from 9 AM until 7 PM

The Board of Review will meet each day for up to ten hours per day with a one hour and 30 min break, if possible. Appointments will be scheduled 5-10 people per hour. Additionally, petitioners will be given the opportunity to appeal by mail if they are unable to appeal in person. Proper COVID protocol will be followed.

In addition, please also approve each Board of Review member's compensation at \$200.00 per day, with \$100.00 per half day. This office also requests that additional expenses be set at \$150.00 per day.

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14400 DIX-TOLEDO ROAD • SOUTHGATE, MICHIGAN 48195 • 734-258-3022 • FAX: 734-246-1414

JOSEPH G. KUSPA
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MARK FARRAH

KAREN E. GEORGE

PHILLIP J. RAUCH

DALE W. ZAMECKI

Memorandum

To: Honorable City Council Members

From: Dustin Lent, City Administrator

Date: January 13, 2022

Re: Resolution to Approve the Purchase Agreement between the City of Southgate and DTE Energy to convert certain street lights to LED

Over a period of time the City of Southgate has converted street light lamps to LED (light-emitting diode) luminaires, which deliver the same amount of illumination as older lamps with much less electricity consumption and a longer lasting bulb life.

For the City Council's consideration is the conversion of existing street lights throughout the City. DTE will replace 51 lights at a cost to the City of \$22,310.00. In addition, DTE will rebate \$1,369.00 to the City once the project is complete.

The City will save approximately \$3,529.92 per year in streetlight energy costs, and realize a payback in Southgate's investment in approximately 6 1/2 years at the current power rates.

The Administration recommends the City Council's favorable consideration of the Purchase Agreement between DTE Energy and the City of Southgate, in the amount of \$22,310.00, and authorization for the Mayor and City Clerk to execute all necessary documents.

I look forward to your questions and comments.

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

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DALE W. ZAMECKI

MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: David Angileri, Assistant City Administrator/Finance Director 

DATE: January 13, 2022

RE: Recommendation DTE Street Lighting Conversion Project (51 Lights)

I have reviewed the above and concur to enter into the Master Agreement for Municipal Street Lighting. The cost of the agreement is \$22,310.00, with a payback of about 6.5 years. Due to the annual savings with the relatively short payback time I would recommend the City Council enter into the above project. This is year eight of LED Conversion Project for the City of Southgate.

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

MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between The Detroit Edison Company ("Company") and City of Southgate ("Customer") as of January 12, 2022.

RECITALS

A. Customer may, from time to time, request the Company to furnish, install, operate and/or maintain street lighting equipment for Customer.

B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

AGREEMENT

1. Master Agreement. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties agreement as to the terms of a specific street lighting transaction, the parties shall execute and deliver a Purchase Agreement in the form of the attached Exhibit A (a "Purchase Agreement"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.

2. Rules Governing Installation of Equipment and Electric Service. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of the Company's Rate Book for Electric Service (the "Tariff"), Rule C 6.1, Extension of Service (or any other successor provision), as approved by the The Michigan Public Service Commission ("MPSC") from time to time.

3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the cost of installing Equipment ("as defined in the applicable Purchase Agreement") and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount equal to three years revenue expected from such new equipment. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such

suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid.

5. Modifications. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

6. Maintenance, Replacement and Removal of Equipment. In accordance with the applicable Orders of the MPSC, under the Municipal Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company.

7. Street Lighting Service Rate.

a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time, the terms of which are incorporated herein by reference.

b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.

8. Contract Term. This Agreement shall commence upon execution and terminate on the later of (a) five (5) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.

9. Design Responsibility for Street Light Installation. The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges the Company is not responsible for lighting design standards.

10. New Subdivisions. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%. If Customer wishes to have installation occur prior to 80% occupancy, then Customer acknowledges it will be financially

responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

11. Force Majeure. The obligation of Company to perform this Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

12. Subcontractors. Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and any replacement Equipment.

13. Waiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.

14. Notices. All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111 and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

15. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.

16. Miscellaneous.

a. This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Agreement must be in writing and signed by both parties.

b. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Agreement.

c. A waiver of any provision of this Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Agreement shall not be deemed a waiver of such party's rights hereunder.

d. The section headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation thereof.

e. This Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

g. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of the Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

Customer:

The Detroit Edison Company

City of Southgate

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of January 12, 2022 between The Detroit Edison Company ("Company") and City of Southgate ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated January 12, 2022 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	TBD If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: [##### or N/A]	
2. Location where Equipment will be installed:	[Various Locations on Heritage, Northline, Prechter and Reeck Rds]	
3. Total number of lights to be installed:	51	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	20 - 250HPS TO 136 LED 3 - 400HPS TO 136 LED 28 - 100HPS TO 58 LED)	
5. Estimated Total Annual Lamp Charges	\$15, 047.00	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$22,310.00
	Credit for 3 years of lamp charges:	\$0.00
	CIAC Amount (cost minus revenue)	\$22,310.00
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices _____	
10. Customer Address for Notices:	[14400 Dix- Toldeo] [Southgate, MI 48195] [Dustin Lent]	

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) ☐ YES ☒ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least 0 posts and 0 luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____. Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warranties, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one) ☒ YES ☐ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment. .

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

Customer:

The Detroit Edison Company

City of Southgate

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Additional cost (CTC) for span lights or SOM.	\$0.00
---	--------

36-Singles
5-Doubles

5 poles do not require new arms

CIAC Amount due to DTE	\$14,914.00
Plus Arms	\$7,396.00
Total Project Contribution to DTE	\$22,310.00

* Surcharges and longspan charges are fixed costs and will be the same for both rates
 ** This calculator is for the DTE incentive program. DTE is contributing labor costs
 *** Cohnhead lighting fixtures only
 **** Agreements signed by June 30, 2018. Construction MUST be completed by Nov 30th,

MEMO

To: Honorable Mayor Kuspa
From: Office of the Director of Public Safety
Re: Request for Waiver of bid/Purchase approval

Date: 01/12/2022

Dear Mayor,

In 2019 the City Council approved the purchase from D/A Central to upgrade our in-house video surveillance cameras for the police department and the 28th District Court. The purchase included an upgrade to new high resolution cameras, upgraded fiber cables, and upgraded hard drive storage, installation and programming. We are in need of renewing the Full Replacement Prime Shield Service Agreement for 2022 which covers the camera system along with the Lenel Software Support Agreement for both systems. The Lenel System handles the access control security system for the City buildings.

This renewal is our warranty plan that covers our installed equipment, D/A Solution Replacement Guarantee, and bundled support and maintenance for the system. The renewal for the City/Public Safety Division is \$15,026.00. The cost to renew the 28th District Court's service agreement with D/A Central is \$10,930.00. The court will use budgeted funds to cover their portion of the renewal.

It is my recommendation that the renew of our Full Replacement Prime Shield Service Agreement for our security systems with D/A Central located at 13155 Cloverdale, Oak Park, MI 48237. With your concurrence, I respectfully request this item be placed on the City Council's agenda for the meeting scheduled on January 19th, 2022 for purposes of a waiver of bid request and purchase approval.

Adequate funding has been budgeted for this purchase and \$5326.00 of this amount will be taken from the Federal Forfeiture Account, this purchase falls under the guidelines that governs the use of these funds.

Respectfully,



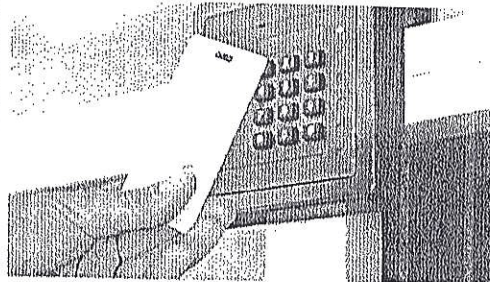
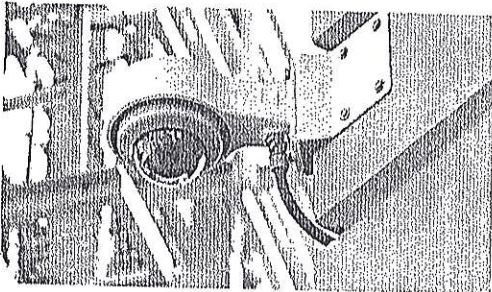
Joseph L. Marsh
Director of Public Safety

cc: Finance Director, City Administrator, Police Chief, file



D/A CENTRAL
intelligent technology solutions

PROPOSAL



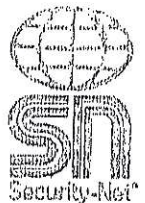
City of Southgate

*SSA and Prime Shield Renewal 2022
Quote No. 12005*

SITE LOCATION:

14710 Reaume Parkway
Southgate, MI, 48195

Joe Vanwelsenaers
(248)399-0600 EXT 122
joe.vanwel@dacentra.com
13155 Cloverdale
Oak Park, MI, 48237



Company Overview

Who Is D/A Central?

Founded in 1957 as Regiscope of Michigan, D/A (Distribution Associates) Central is a Michigan-based technology integrator, with offices in Oak Park, Grand Rapids and Flint. Officially incorporated in 1972 when our founder Dave Shelton moved to Detroit from Massachusetts, D/A transitioned from 8-by-10 glossy development for banks in the 1960s to becoming one of the first companies to provide continuance surveillance film for security purposes in the mid 70's. By 1999 D/A had completed the first network-based city-wide video surveillance system in Detroit, allowing live video monitoring from sites more than 10 miles apart, and had been selected as one of the first companies to roll out the Lenel OnGuard integration platform. More than two decades later, we are proud to be recognized as an SDM Top 100 Systems Integrator, while still maintaining our family-owned values that have made us Michigan's go to systems integrator for more than 60 years.

Always leading, D/A was a founding member of Security-Net™ in 1993. For more than 25 years this federation of twenty privately held independent integrators has been recognized worldwide as one of the finest security integration organizations in the industry. Headquartered in Exton, PA, Security-Net™ collectively maintains more than 60 regional offices and nearly 1,500 dedicated professionals across the United States, Canada and abroad.

What Do We Do?

Technology is the foundation of all we do. Specializing in security and data networks; we provide, install and support video surveillance, access control, intrusion detection and network management systems. From the simplest of IP video and card access systems to complex artificial intelligence (AI) solutions, our clients turn to us for an array of technologies including:

- Multi-Sensor 360 and Thermal Cameras / Video Analytics / Touchless Entry Solutions
- Identity Management / Biometrics / Facial Recognition / Hosted & Managed Solutions
- Emergency Communication / Visitor Management / Network Sensor Monitoring
- Perimeter Protection / Ground Based Radar / Drone Detection / and MORE

Whether we are installing new or upgrading existing systems, we protect the future usefulness and value of your investment. Our forward-thinking philosophy allows us to support a wide variety of clients on a local, national & global basis. We have completed projects in more than 30 states and 7 countries on 4 different continents.

What Makes Us Different?

The D/A Way focusses on good stewardship and taking responsibility. As our client we support you by:

- Working collaboratively with you to reduce your Total Cost of Ownership
- Continually investing in training our technicians and support personnel.
- Providing dedicated project managers to see your project is properly executed from start to finish.
- Utilizing our ticket management software to identify and measure service response and effectiveness.
- Providing lifecycle management for both hardware and software to keep your systems up to date.
- Offering key metrics from your systems to give you actionable insight beyond security.



SCOPE OF WORK

Joseph Marsh
Director of Public Safety
City of Southgate
14710 Reaume Parkway
Southgate, MI 48195

Joseph,

This is our renewal notice for the Full Replacement Prime Shield Service Agreement, along with the Lenel Software Support Agreement, for the City of Southgate and the Southgate Public Safety Department.

This renewal incorporates the City's and the Public Safety portion of the updated IP system with new megapixel cameras and recording system, along with the access control for the City and Public Safety.

The 28th District Court has been provided with their portion of the SSA and Prime Shield Support Agreement on a separate proposal.

The 2022 contract renewal will run through December 31, 2022.

Joseph, an authorized signature at the bottom of this sheet can signify acceptance, please endorse upon approval and return a copy to me for implementation.

Thank you again for the opportunity to work with the City of Southgate. If you have any questions or require any further information, please contact me. I can be reached at (248) 399-0600 x 122 or by e-mail at joe.vanwel@dacentral.com.

Thank you for the privilege of serving.

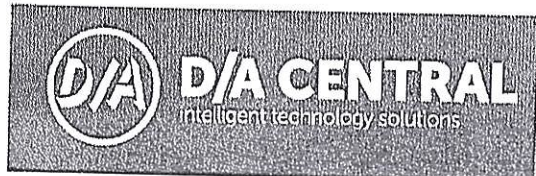
Sincerely,

Joseph A. Vanwelsenaers
System Specialist
D/A Central, Inc.
PH: 248/399-0600 x 122
Fax: 248/399-3636
Email: joe.vanwel@dacentral.com



Standard Terms and Conditions

1. Where applicable, the above systems are subject to the approval of the "Authority Having Jurisdiction" (AHJ); any changes required by the AHJ are not included. Any required permits are not included.
2. Taxes are not included unless specifically stated otherwise.
3. Customer must provide building power source where required, 110 VAC power on 20-amp dedicated circuit, no more than .5V to ground, clear of spikes and surges, where required with insulated earth ground.
4. Customer will provide network drops where required.
5. Customer must provide environmentally safe location in areas where the work is to be performed.
6. D/A Central Inc. requires written notification of any existing environmental hazard (i.e. asbestos) that D/A Central Inc. personnel could be exposed to while providing this system. Each area of concern will require separate notification.
7. Customer is solely responsible for compliance with any applicable ADA requirements.
8. If applicable, the customer must provide connection to fire alarm system to interface into their equipment. All costs associated with the fire contractor's scope of work are the customer's responsibility and are not included in this proposal. This proposal assumes that all fire related inspections will occur during normal business hours. Any fees required by the inspection authority and/or the fire contractor are the customer's responsibility and are not included in this proposal.
9. All permits and fees associated with permits are excluded from this proposal and are the responsibility of the customer. The customer is responsible for the cost for any and all permits required from local government before project commencement and are to be determined before installation can begin.
10. Customer must provide proper working hardware. All doors are assumed to be properly aligned and all existing hardware is presumed to be in good working condition and remains the responsibility of the customer. Any hardware found to be non-working or insufficient for the needs of the system will be replaced as necessary but will require a change order to be issued prior to any additional work being completed.
11. Programming is included in this proposal and is defined as the input of system software information. D/A Central will assist the customer in the input of schedules while the actual input of data will remain the responsibility of the customer. There may be an additional charge if the customer requests D/A Central Inc. to perform this labor.
12. If this quote contains software, D/A Central Inc. will load the software on one computer per server or client license purchased. If requested, D/A Central Inc. will provide the customer a quote to load software onto additional computers. If the customer provides the computer and additional installation time is required because of hardware, software, firewall, domain policies, privileges, etc., additional charges may apply.
13. D/A Central will perform testing and commissioning of the system.
14. Conduit runs are not included with this proposal, unless specifically stated otherwise.
15. Customer must provide accessible and non-obstructed chase ways for needed wire run. Customer must provide riser sleeve or core drilling between floors, where required.
16. Customer must provide adequate mounting space for all panels, terminal interfaces, modems and expanders on a wall mounted plywood surface.
17. Customer must provide proper lighting in all work areas as required.
18. All drawings and related documentation created or provided by D/A Central, Inc. are proprietary and will remain the property of D/A Central, Inc., any use or reproduction of same are strictly prohibited.
19. Customer must provide permanent signage related to life safety codes as needed.
20. If applicable, the customer must provide patching or painting. The customer is responsible for restoring all the existing locations (where the card readers, electric locks, door contacts, REX motions, cameras, etc. were located) to original (non-Automated) specifications. There may be an additional charge if the customer requests D/A Central Inc. to perform this labor.



Service Terms

Prime Support

D/A Central Inc. will warranty installed equipment and workmanship for One (1) Year from the time of system activation and acceptance. Any deficiencies found in workmanship will be the responsibility of the D/A Central Inc. except for acts of nature, misuse, or vandalism. Repairs or attempted repairs by others will void the D/A Central Warranty.

Prime Support PLUS+

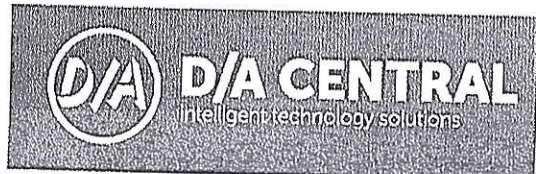
In addition to our standard Prime Support warranty (described above), D/A Central Inc. Prime Support PLUS+ Includes the following services: Annual system recertification and preventative maintenance inspections. Emergency After-Hours Service. Annual Software Support Agreements are included. Monthly or Quarterly Billing available.

Prime SHIELD

In addition to our standard Prime Support PLUS+ warranty (described above), D/A Central Inc. Prime SHIELD includes the following services: D/A Solution Replacement Guarantee, Bundled Support and Maintenance, Fixed Annual Payment Plans and Natural Disaster Coverage - up to \$5000 deductible relief for acts of nature, such as lightning, tornado, fire, etc. Monthly or Quarterly Billing available.

User understands and agrees that D/A is NOT AN INSURER. D/A makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences thereof, which the system/equipment is designed to detect or avert.

It is agreed that damages or losses suffered are not allocable to performance and shall be fixed at \$250. Insurance that D/A carries for its own protection and indemnification for its customers is stated on the Certificate of Insurance available at User's request.



Proposal # 12005
Date: 12/27/2021

Summary of Costs

SUBTOTAL:	\$15,026.00
TAX:	\$0.00
TOTAL:	\$15,026.00

Acceptance

The following signatures reflect acceptance and authorization of this Proposal - Statement of Work and are bound by the Terms & Conditions included in this agreement or otherwise negotiated through a Master Service Agreement executed by both Parties.

Upon contract award, 30% of total contract price for engineering and mobilization will be billed unless otherwise stated. Projects exceeding one calendar month will be billed for work completed during each month (progressive billing). Progressive billing will include invoicing for engineering, programming prior to on-site installation as well as for materials stored at D/A Central Inc. offices and/or delivered to site. Progressive billing for Project Management will also be done based on a monthly percentage of the proposed total upon commencement of installation.

This quote is valid for 30 days

Due to supply chain disruptions, equipment delays and pricing fluctuations that are beyond our control may occur causing project delays. In the event of such disruptions, D/A will re-quote or provide potential alternatives to the proposal for your review and approval.

In addition, some manufacturers are adding temporary surcharges to specific products to maintain supply availability. D/A may be required to add those surcharges to projects under agreement.

CLIENT **Southgate Police Department**

DATE: _____

SIGNATURE: _____

PRINT: _____

PO: _____

COMPANY: **D/A Central, Inc.**

TITLE: **SSA and Prime Shield Renewal 2022**

PROPOSAL #: **12005**

SALES REP: **Joe Vanwelsenaers**

PHONE: **(248)399-0600 EXT 122**

EMAIL: **joe.vanwel@dacentral.com**

Summary of Costs

SUBTOTAL:	\$10,930.00
TAX:	\$0.00
TOTAL:	\$10,930.00

Acceptance

The following signatures reflect acceptance and authorization of this Proposal - Statement of Work and are bound by the Terms & Conditions included in this agreement or otherwise negotiated through a Master Service Agreement executed by both Parties.

Upon contract award, 30% of total contract price for engineering and mobilization will be billed unless otherwise stated. Projects exceeding one calendar month will be billed for work completed during each month (progressive billing). Progressive billing will include invoicing for engineering, programming prior to on-site installation as well as for materials stored at D/A Central Inc. offices and/or delivered to site. Progressive billing for Project Management will also be done based on a monthly percentage of the proposed total upon commencement of installation.

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Due to supply chain disruptions, equipment delays and pricing fluctuations that are beyond our control may occur causing project delays. In the event of such disruptions, D/A will re-quote or provide potential alternatives to the proposal for your review and approval.

In addition, some manufacturers are adding temporary surcharges to specific products to maintain supply availability. D/A may be required to add those surcharges to projects under agreement.

CLIENT City Of Southgate 28Th Dist Ct

DATE: Jan 5, 2022

SIGNATURE: *[Signature]*

PRINT: JEFF Smith

PO:

COMPANY: D/A Central, Inc.

TITLE: 28th District Court SSA and Prime Shield
Renewal 2022

PROPOSAL #: 12006

SALES REP: Joe Vanwelsenaers

PHONE: (248)399-0600 EXT 122

EMAIL: joe.vanwel@dacentral.com