

Southgate City Council Agenda

Council Chambers

Wednesday March 15, 2017

6:30pm **Work Study Session**

1. Presentation – Southgate Reserve Police
2. Officials Reports
3. Discussions regarding agenda items.

7:00 pm **Regular Meeting**

Pledge of Allegiance

Roll Call:

Colovos, Farrah, George, Graziani, Rauch, Rollet, Zamecki.

Minutes:

1. Work Study Session Minutes dated March 1, 2017.
2. Regular City Council Meeting Minutes dated March 1, 2017.

Scheduled Persons in the Audience:

Consideration of Bids:

1. Letter from Mayor; Re: Civic Center ADA Doors

Page 2

Scheduled Hearings:

Communications "A" –

1. Memo from Administrator; Re: Rapid Response Emergency Medical Service
2. Memo from Administrator; Re: Contract Extension;
Vehicle Towing & Impound Service
3. Memo from Administrator; Re: Lease Agreement:
Southgate Community School District
4. Memo from Laura Walsh; Re: Heritage Days Weekend
5. Letter from City Engineer; Re: Resolution to Accept Addition of City Street
6. Memo from Administrator; Re: Dangerous Building Board Request for
Public Hearing; 16100 Fort Street
7. Letter from Mayor; Re: Custodial Supplies
8. Letter from Mayor; Re: Appointments to Library Commission
9. Letter from Mayor; Re: Appointment to Building Authority
10. Letter from Mayor; Re: Appointments to Downtown Development Authority

Page 6

Page 26

Page 32

Page 35

Page 37

Page 40

Page 45

Page 50

Page 51

Page 52

Communications "B" – (Receive and File

1. Letter from Compensation Commission; Re: Elected Officials Salaries

Page 53

Ordinances:

1. Memo from Administrator; Re: Amending Ordinance No. 660.15

Page 55

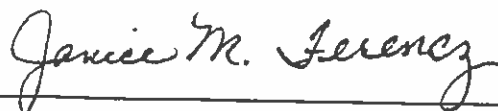
Old Business:

New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant # 1325 - \$ See Warrant

Adjournment:

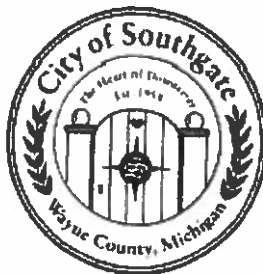


Janice M. Ferencz, City Clerk

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate
NORMA J. WURLINGER
MUNICIPAL BUILDING

- CITY COUNCIL -

JOHN GRAZIANI
Council President

KAREN E. GEORGE

MARK FARRAH

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

March 8, 2017

To the Honorable
City Council
Southgate, Michigan 48195

Re: Bid for Civic Center ADA Entry Doors


Ladies and Gentlemen:

Bids for Civic Center ADA Entry Doors were received and reviewed by the administration. It is recommended by DPS Director and I concur, that the bid be awarded to Sole Building Company, Westland, Michigan for an amount of \$28,000.00. This was the lowest bid received and is the best choice for the City.

Sufficient funds are available in the CDBG fund to cover costs associated with this purchase.

Your favorable consideration of this matter is requested.

Sincerely,



Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



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CHRISTOPHER P. ROLLET

MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: David Angileri, Assistant City Administrator/Finance Director 

DATE: March 7, 2017

RE: Bid Recommendation for Civic Center ADA Entry Doors

I have reviewed the above with the City Engineer and concur with his recommendation to award this contract to, Sole Building Company, Westland, Michigan in the amount of \$28,000.00.

Adequate funds are available in the CDBG Fund for this contract.



March 7, 2017

Mr. John Zech, City Administrator
City of Southgate
14400 Dix-Toledo Highway
Southgate, Michigan 48195

**Re: Civic Center ADA Entry Doors
Recommendation of Contract Award
City of Southgate
Hennessey Project No. 13094**

Dear Mr. Zech:

As you are aware, the City of Southgate opened bids on Tuesday, February 21, 2017 for the above referenced project and received bids from two (2) of the two (2) contractors that picked up contract documents. Attached is a copy of the bid tabulation.

Our office has reviewed the two (2) bids received and in summary, bids received were as follows:

- | | |
|-------------------------------|-------------|
| • Sole Building Company, Inc. | \$28,000.00 |
| • DMC Consultants, Inc. | \$34,450.00 |

This project involves the complete removal of the existing Civic Center entry doors and replacing with ADA compliant Bi-Parting sliding doors. This is a Federally funded project requiring compliance with Davis-Bacon and all other Federal requirements.

As can be seen above, the low bid was received from Sole Building Company of Westland, Michigan. Based upon references that our office has received and verified, Sole Building Company is a company that is capable of performing this work. Sole Building Company has successfully completed similar door, building additions and ADA compliant projects, administered through our office for other nearby communities.



**Mr. John Zech
Civic Center ADA Entry Doors
Recommendation of Contract Award**

**March 7, 2017
Page Two**

Therefore, based upon the outcome of the bids, references and past experience, it is our office's recommendation to award the Civic Center ADA Entry Doors project to Sole Building Company, Inc. in the amount of \$28,000.00.

If you have any questions, please do not hesitate to contact our office.

Very Truly Yours,

HENNESSEY ENGINEERS, INC

A handwritten signature in black ink that reads "John M. Miller".

John M. Miller
Construction Manager

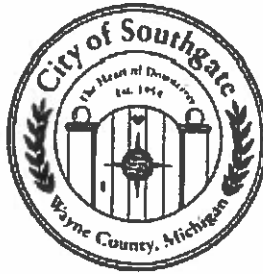
cc: Honorable Mayor Joseph Kuspa, City of Southgate
City Council Members, City of Southgate
David Angileri, Finance Director, City of Southgate
Dustin Lent, Parks & Recreation Director, City of Southgate
Bob Tarabula, DPS Director, City of Southgate
John J. Hennessey, P.E., Vice-President, Hennessey Engineers, Inc.
Ray Parker, Project Architect, Hennessey Engineers, Inc.
Joe Rossi, Sole Building Company, Inc.

File B.3

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate

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MUNICIPAL BUILDING

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PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

Memorandum

To: Honorable City Council Members

From: John J. Zech, City Administrator *JJZ*

Date: March 9, 2017

Re: Rapid Response Emergency Medical Service (EMS)

The City of Southgate has had a contract with Community Emergency Medical Service (CEMS) for many years. The most recent contract was entered into in August 2014 for the period of September 1, 2014 through August 31, 2017. In short, the contract calls for Community EMS to have two (2) Advanced Life Support (ALS) rescue vehicles in Southgate at all times.

Unfortunately Community EMS has not lived up to the terms of the contract. Fire Chief Sypula, Assistant City Administrator/Finance Director Angileri and I have had multiple meetings with them to discuss this situation. Even though they have promised to adhere to the contract, their performance has not improved. Consequently, Chief Sypula, Mr. Angileri and I, out of respect for our residents, and concern for their well being, have sought a contractor that can provide the service we need. The Southgate firefighters have been involved with this matter and also support finding a new rescue service.

Rapid Response Emergency Medical Services (EMS) provides ALS services for the cities of Lincoln Park, River Rouge, Ecorse and Highland Park. Chief Sypula has checked with those communities and they are very pleased with their performance.

Therefore, the Administration respectfully recommends that the City Council authorize the Mayor and City Clerk to enter into a contract with Rapid Response EMS beginning June 1, 2017 through August 31, 2020. Attached please find a copy of the proposed contract, which has been reviewed by the City Attorney.

Rapid Response EMS has agreed to utilize the current rate structure from the City's contract with Community EMS through August 31, 2017, which is the last day of the City's contract with Community EMS. Beginning on September 1, 2017 through August 31, 2020, the Rapid Response EMS rate structure would be in effect.

In addition, the Administration respectfully requests that the City Council authorize the Administration to notify Community EMS that the City is exercising its option of terminating the contact with them effective May 31, 2017.

If you have any questions, please contact me.

Cc: Mayor Joseph G. Kuspa
David Angileri, ACA/Fin. Dir.
Jeff Smith, Dir. Public Safety
Mike Sypula, Fire Chief



Southgate Fire Department

14730 Reaume Parkway
Southgate, Michigan 48195
(734) 258-3080 / FAX (734) 246-1352

Michael Sypula Fire Chief
(734) 258-3070
msypula@ci.southgate.mi.us



To: Honorable Mayor Joseph G. Kuspa

From: Fire Chief: Mike Sypula

Re: Ambulance Response Times

Date: March 8, 2017

Mayor Kuspa,

I am recommending that the City of Southgate relieve Community Emergency Medical Service of their duties to provide medical transportation to city's residents.

Due to the ongoing problems with Community Emergency Medical Service, and their continuing unacceptable response times along with not having ambulances available to respond to medical calls within our city. I am recommending a contract with Rapid Response Ambulance Company of Romulus, Michigan. I have spoken with surrounding communities that have been utilizing this company and are satisfied with the service. I became the Fire Marshal in September of 2013 and Fire Chief in October of 2015. I have had numerous meetings with Community Emergency Medical Service to correct this problem with little to no luck. This is the reasons for my recommendation.

If you have any please contact this office at 258-3070. Thank You

Respectfully

Mike Sypula

Mike Sypula
Fire Chief

**CONTRACT BETWEEN
THE CITY OF SOUTHGATE, MICHIGAN AND
COMMUNITY EMERGENCY MEDICAL TRANSPORTATION**

THIS CONTRACT entered in to the ____ day of August 2014, at Southgate, Michigan, by the City of Southgate, a Michigan municipal corporation, party of the first part (hereinafter referred to as the "City") and Community Emergency Medical Service, Inc., the party of the second part (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the City of Southgate intends to secure an independent contractor to provide ambulance services for persons who are within the City by virtue of residence or otherwise; and

WHEREAS, said ambulance services are needed on a twenty-four (24) hour, seven (7) days per week emergency and/or needed basis; and

WHEREAS, Community Emergency Medical Services, Inc. has agreed to perform such services as an independent contractor within the City.

NOW, THERFORE, the City and the Contractor, for consideration hereinafter set forth, agree as follows:

SECTION I. TERM

The City hereby agrees to allow the Contractor to provide ambulance service within its corporate limits for a period of three (3) years from **September 1, 2014 until August 31, 2017**.

SECTION II. RENEWAL

This contract may be extended for an additional three (3) year period if agreed upon by both parties.

SECTION III. TERMINATION

This contract may be terminated by either party at any time upon giving of sixty (60) days written notice by registered mail to the other party.

SECTION IV. FAMILIARITY WITH AMBULANCE SERVICES AND LAWS

The Contractor acknowledges and represents that it has carefully investigated all conditions which affect or may at some future date affect the performance of the services covered by this Contract, and that it is fully informed concerning the conditions to be encountered, character, quality and quantity of services to be performed and vehicles and equipment to be used; also that it is familiar with all State laws, the Charter and Ordinances of the City, which in any way affect the

performance of services or persons engaged or employed in performing the services or the vehicles or equipment used in performance of the services covered by this contract. Contractor agrees that it shall at all times comply with all applicable local, state and federal statutes, standards and regulations.

SECTION V. AMBULANCE RESPONSE TIME & SERVICE

The Contractor guarantees an ambulance response time average of Eight (8) minutes or less 90% of the time based on Wayne County Response Time protocol. The Contractor shall at all time maintain a minimum of two (2) State licensed ALS ambulance stationed within the City to provide twenty-four (24) hour emergency ambulance services for all incidents occurring within the City or to incidents where the City has agreed to provide mutual aid response (including, but not limited to emergency medical calls and standby situations which shall include but not limited to stand by at Southgate Anderson Home Varsity Football games and others as deemed necessary by either police or fire departments of the City). If that ambulance is sent on a response then another ALS ambulance shall be sent to replace it. Additionally, the Contractor shall have a minimum of one (1) ALS ambulance stationed within eight (8) miles of the City limits. If the Contractor is unable to respond to a City request for service, it shall notify the City at the time the service is requested and Contractor shall obtain backup emergency medical services to handle the call. Such backup service does not relieve the Contractor of its responsibility for performance under this agreement pursuant to Exhibit A.

SECTION VI. NO ASSIGNMENT OR SUBLETTING OF CONTRACT

The Contractor shall not be permitted to sublet or assign this contract or any part thereof in any manner whatsoever without first having obtained the approval of the City, and the subletting or an assignment of any part thereof with or without the prior approval of the City will not relieve the Contractor of any of its liabilities under the terms of this contract. Any such action by the Contractor without the prior approval of the City will automatically be construed as a default by the Contractor of its obligations under the contract.

SECTION VII. VEHICLE AND EQUIPMENT OWNERSHIP

The Contractor shall be the registered owner of all vehicles used in performance of the services covered by this contract. The Contractor shall periodically provide the City with an updated list of identification numbers for all vehicles to be used within the City. Upon request, the Contractor will provide the City with a Certificate of Ownership for any vehicle used in performance of the services covered by this contract.

SECTION VIII. VEHICLE AND EQUIPMENT SPECIFICATIONS AND REQUIREMENTS

- A. Vehicles used by the Contractor in performance of the services covered by this contract shall comply with the current standards of the State of Michigan including but not limited to the following specifications:

- i. Forty-eight (48) inches of headroom; and
 - ii. Capacity for two (2) patients.
- B. Vehicles shall be equipped with an FM two-way radio capable of communication with other ambulances, hospitals, and the dispatch. The bidder shall have a wireless capable printer in all vehicles.
- C. Vehicles operating within the City shall be licensed by the State of Michigan Department of Consumer and Industry Services
- D. Vehicles shall carry all equipment as specified by statute which shall meet the standards and requirements prescribed by the State of Michigan Department of Consumer and Industry Services
- E. The City shall have the right to inspect the station of any vehicle at any time, without notice, during the term of this contract.
- F. The Contractor will purchase and supply on a lease agreement to the City two Automatic External Defibrillator (AED) units, two (2) portable suction units, including 115v AC chargers and 1200cc disposable bottles and two (2) pulse oxygen meters. **Please see Attachment "B" for lease agreement.**

SECTION IX. PERSONNEL

- A. All ambulance personnel, engaged or employed by this Contractor in performance of the services covered by this contract, shall at all times be licensed by the State of Michigan Department of Consumer and Industry Services.
- B. All vehicle drivers and ambulance personnel shall be neatly dressed in uniforms when engaged or employed in performance of the services covered by this contract.
- C. All personnel shall carry a valid Michigan Driver's License when engaged or employed in performance of the services covered by this contract.

SECTION X. APPLICABLE RATES

- A. A copy of Basic Service Charges for the year **2014-2017** are attached hereto as **attachment "C"** and made part of this agreement
- B. The Contractor shall annually file a list of all applicable rates and service charges with the Southgate City Clerk

- C. All changes in applicable rates or service charges, during the term of this agreement, shall be submitted to the City thirty (30) days prior to its implementation.
- D. The Contractor shall provide in-house emergency medical care and medical transportation of prisoners and mental health patients within and under control of the Southgate Police Department at no additional charge to the City, but may bill the prisoner or mental health patient.
- E. The Contractor will transport all City Employees and their immediate family needing emergency medical transportation and shall only bill for said transportation if an outside third party, other than the City if it chooses to remain self-insured, has an obligation to pay.
- F. The Contractor shall be solely responsible for the collection of any fees due and owing to it by those persons furnished with emergency medical services. In no event will the City be liable to the bidder for those services the bidder may provide.

SECTION XI. ADDITIONAL SERVICES PROVIDED BY THE CONTRACTOR

- A. Monthly response-time analysis reports shall be provided to the Fire Chief of all responses for emergency medical transportation within the City and such other information as the Fire Chief requests. Additionally, to meet quarterly with the City for purposes of discussing complaints and problems at a location chosen by the City.
- B. Communication crystals to be placed in appropriate City Fire Department vehicles to enhance communication between responding vehicles.
- C. To provide at no cost to the City, training and educational programs (including, but not limited to AED, Intermediate Airway, CPR, Bloodbourne Pathogens and other types of EMS Continuing Education Training) by Life Support Training Institute, a division of the Contractor to appropriate City employees. In addition, EMT, Medical Dispatch and First Responder will be offered through CEMS.
- D. Replenish all disposable medical supplies utilized by the City on a one-for-one exchange, in the delivery of pre-hospital care throughout the contractual period at no cost to the City.
- E. To immediately notify the City of any calls it receives for emergency services within the City so police and fire-rescue services can respond.
- F. To return or replace all fire department equipment that is transported with a patient to a medical facility. Equipment will be returned to the Fire Department within a reasonable time after the emergency (said reasonable time not to exceed 72 hours). If the equipment is not returned, it shall be replaced with new equipment of the Fire Chief's specifications.

SECTION XII. INSURANCE POLICIES

- A. The Contractor shall secure and maintain, during the term of this contract, such liability and property damage insurance, and including accidental death, for claims, which may arise from services, provided by the Contractor in performance of this contract. **The Contractor shall list the City, its agents, employees and elected officials as additional; named and insured on all policies listed below (except for worker's compensation insurance).**
- B. The amounts of such insurance policies shall be as follows:
- (1) Ambulance Malpractice Liability in an amount not less than One Million Dollars (\$1,000,000) and Five Million Dollars (\$5,000,000) aggregate.
 - (2) Comprehensive Auto Liability Insurance for injuries including accidental death to any one person, with a minimum combined coverage in amount not less than One Million Dollars (\$1,000,000).
- C. The Contractor shall secure and maintain during the term of this contract, Worker's Disability Compensation Insurance for all employees engaged or employed by the Contractor in providing services in performance of this contract. This insurance shall comply with all applicable laws of the State of Michigan and with all ordinances of the City.
- D. The Contractor shall not commence performance of this contract until copies of all insurance policies, as required by this section, have been filed with the City Clerk.

SECTION XIII - NOTICE

Any and all notices, designations, consent offers, acceptance or other communications provided for herein shall be given to either party in writing, either by receipted personal delivery or by registered or certified mail, return receipt requested, addressed to the addressee shown below, unless notice of a change of address is furnished to all parties in the manner provided in this section:

Greg Beauchemin
President/CEO
Community Emergency Medical Service, Inc.
25400 West Eight Mile
Southfield, Michigan 48034

Douglas A. Gildner
Fire Chief
City of Southgate
14400 Dix-Toledo Road
Southgate, Michigan 48195

SECTION XIV. ARBITRATION

Any controversy or claim arising out of or pertaining to this contract shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof.

SECTION XV - GOVERNING LAWS

This Agreement shall be governed by the laws of the State of Michigan as to interpretation, construction and performance.

SECTION XVI - AMENDMENT

This Agreement may be amended, revoked, changed or modified at any time, but only by a written agreement executed by the City of Southgate or CEMS.

IN WITNESS WHEREOF, both parties hereto have executed this Agreement as of the day and year first above written.

FOR: CITY OF SOUTHGATE

WITNESS

Joseph Kuspa, Mayor

Jan Ferencz, City Clerk

**FOR: COMMUNITY EMERGENCY MEDICAL
SERVICE, INC.**

WITNESS

Greg Beauchemin, President/CEO



ATTACHMENT "A"

City of Southgate Deployment Architecture August 2014

Primary Response:

2-24-hour vehicles

14703 Allen Road, Southgate or within City limits

Coverage:

24-hour vehicle

moves to Post 66 (Northline & Dix)

Instant Mutual Aid

HealthLink

12-hour demand vehicle

moves into Southgate from CEMS Central Region

Attachment "C"

City of Southgate Ambulance Bid Sheet

1. The bidder shall list it's rate structure and all charges for services:

Basic Life Support	<u>\$410.00</u>
Advanced Life Support	<u>\$455.00/485.00</u>
Advanced Life Support II	<u>\$705.00</u>
Non Transport Treatment	<u>\$125.00</u>
Oxygen	<u>\$40.00</u>
Heart Monitor	<u>\$0</u>
Millage	<u>12.50 per Mile</u>
Medications	<u>\$0</u>
First Aid Supplies:	
Backboard, C-Collar, Splinting, Ice Pack	
Cravats, Trauma Pads, Bandaging	<u>\$0</u>
Cancellation Fees	<u>\$0</u>
Defibrillator Pads	<u>\$0</u>

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.
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 ____ day of _____, 20____.

[RAPID RESPONSE EMS]

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

[CITY OF SOUTHGATE]

By: _____
Signature

Print Name/Title

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: _____, 20____.

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.

RAPID RESPONSE.

A Team for Life!

/// EMS

Schedule "B"

AMBULANCE FEE SCREEN EFFECTIVE 1/1/2017

Basic Life Support	<u>\$495.00</u>
Advanced Life Support	<u>\$599.00</u>
Advanced Life Support II	<u>\$900.00</u>
Non-Transport Treatment	<u>\$412.00</u>
Oxygen	<u>\$ Included</u>
Heart Monitor	<u>\$ Included</u>
Mileage	<u>\$13.00</u>
Medications	<u>\$ Included</u>
First Aid Supplies: Backboard, C-collar, Splinting Ice Pack, Trauma, Bandaging	<u>\$ Included</u>
Cancellation Fees	<u>\$0.00</u>
Defibrillator Pads	<u>\$ Included</u>



FALCUSA-01

WILSONLR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2016

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 37230-5191

CONTACT NAME: Willis Towers Watson Certificate Center

PHONE (A/C, No, Ext): (877) 945-7378

FAX (A/C, No): (888) 467-2378

E-MAIL: certificates@willis.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Coverys Specialty Insurance Company

15686

INSURER B: Greenwich Insurance Company

22322

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Rapid Response Emergency Services, LLC
29045 Airport Dr
Romulus, MI 48174

COVERAGES

CERTIFICATE NUMBER:

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

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

CERTIFICATE HOLDER

CANCELLATION

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

Proof of Insurance

ACORD 25 (2016/03)

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page 24

The ACORD name and logo are registered marks of ACORD

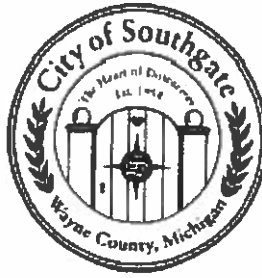
ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Misc Medical Professional Liability CARRIER: Coverys Specialty Insurance Company POLICY TERM: 10/01/2016 – 10/01/2017 POLICY NUMBER: 5-10013	Claims Made \$1,000,000 Per Claim \$2,000,000 Aggregate \$1,000,000 Abuse & Molestation

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate
NORMA J. WURMLINGER
MUNICIPAL BUILDING

- CITY COUNCIL -

JOHN GRAZIANI
Council President

KAREN E. GEORGE

MARK FARRAH

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

Memorandum

To: The Honorable City Council Members

From: John J. Zech, City Administrator

Date: March 3, 2017

Re: Contract Extension; Vehicle Towing and Impound Service

Included in this correspondence is a proposed contract extension from Norm and Eddie's Towing Service to extend their contract for an additional seven years ending on December 31, 2024. The Administration believes that granting this extension is in the best interest of the City.

Mr. Burris has changed his fees for forfeited police vehicles that sell at the auction. Norm and Eddie's new fee will be \$150.00 per vehicle from \$300.00. There will be an increase to the storage fees accessed by Norm and Eddie's, as a result an additional \$1.00 will go to the City's General Fund, a total of \$10.00 per vehicle.

Norm and Eddie's has served the City for over thirty years and have always provided high quality service at a competitive rate. Approving this contract will provide the Contractor an opportunity to acquire new capital equipment for his business and ensure there is no disruption in our public safety response times and procedures.

Therefore, the Administration is respectfully requesting the City Council adopt a resolution authorizing the Mayor and Clerk to sign the contract extension as presented.

DIRECTOR
OF PUBLIC SAFETY
JEFFREY M. SMITH

CHIEF
BRETT D. SELBY

ADMINISTRATION
(734) 258-3062

FAX: (734) 284-0340



City of Southgate

Police Department

14710 REAUME PARKWAY
CIVIC CENTER
SOUTHGATE, MICHIGAN 48185
(734) 258-3060

INVESTIGATIVE
BUREAU
(734) 258-3054

ORDINANCE
OFFICER
(734) 258-3036

FAX: (734) 246-1381

Mayor Kuspa,

This letter is in support of extending the current police towing contract between the City of Southgate and Norm and Eddies Towing Service. Norm and Eddies has been the Southgate Police towing service for over three decades and continues to provide excellent service to the city. I have personally spoken to Mr. Burris regarding this contract extension.

Mr. Burris has changed his fees for forfeited police vehicles that sell at the auction. Norm and Eddie's new fee will be \$150.00 per vehicle from \$300.00. There will be an increases to the storage fees accessed by Norm and Eddies, as a result an additional \$1.00 will go to the City's General Fund, a total of \$10.00 per vehicle.

Chief Selby and I are confident that extending this contract will be beneficial to the City of Southgate, and we will continue to receive the same level of service that has been provided in the past.

Respectfully Submitted,

Jeffrey Smith
Director of Public Safety



DATE

Honorable Mayor:

Dear Ladies and Gentlemen,

Our current 5-year "Motor Vehicle Towing & Impound Service Contract" with the City of Southgate will expire on December 31, 2017. As you may be aware, Norm & Eddie's has contracted for this service with the city for over 40 years dating back to the 1960's. During this period of time we have continually expanded our services to meet the every changing needs of the community. Our proven track record with the city is testament to the fact that no competitor in the area responds quicker or more reliably when a call for service is made.

In order to facilitate my business plans for the future, including making substantial capital outlays, I am respectfully requesting that our current contract be extended for seven (7) additional years to cover the period of January 1, 2018 thru December 31, 2024.

I am proposing only six changes. One of the changes is the Towing Contract with the City of Southgate. The other change would slightly increase storage fees, & towing to the amount equal to the amount routinely charged by other area Towing Company's.

I am proud of the five decades of professional service that I have provided to the City and wish to continue our business relationship. This request extension offers the mutual benefits of economic stability and service reliability, and is supported by the Southgate Police Department.

I have attached for your review and approval an ADDENDUM TO THE MOTOR VEHICLE TOWING & IMPOUND SERVICE CONTRACT.

Your timely consideration of this matter is appreciated. As always should you have any questions feel free to contact me at: (734) 282-0224 (work) or (734) 341-1298 (cell).

Respectfully,

*Phillip M. Burris
Owner/Operator
Norm & Eddies Service, Inc.*

"ADDENDUM TO THE MOTOR VEHICLE TOWING & IMPOUND SERVICE CONTRACT" BETWEEN THE CITY OF SOUTHGATE, MICHIGAN AND NORM & EDDIES SERVICE, INC. – (January 1, 2018 – December 31, 2024).

SECTION 1. TERM.

The CITY agrees to utilize the services of the CONTRACTOR and a period of seven (7) years, dating from the 1st of January 2018, through the 31th day of December 2024, and the CONTRACTOR agrees to provide services for such period upon terms and condition set forth herein, At the option of the Mayor and City Council of the CITY, this contract may be renegotiated at the end of the seven – year period or may be extended for an additional seven (7) years.

SECTION 4. TOWING AND STORAGE CHARGES.

- 1. A minimum towing charge of \$125.00 from \$100.00*
- 2. A minimum towing charge of \$125.00 for all services requiring a flatbed.*
- 3. A flat hourly rate of \$75.00 per hour for time spent in excess of one hour at the scene (accidents, fires, criminal investigations, etc.*
- 4. Storage charges of \$28.00 from \$21.00 per day, of which the sum of \$10.00 from \$9.00 shall be remitted to the City of Southgate.*
- 5. The City of Southgate will get all the Forfeiture monies minus the first \$150.00 per Vehicle.*

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives this _____ day of _____, 2017.

WITNESSES

*City of Southgate, Michigan
A Municipal Corporation*

*By: _____
Joseph G. Kuspa / Mayor*

*By: _____
Janice M. Ferencz / Clerk*

*PHILLIP M. BURRIS
Owner /operator Norm & Eddies Service*

*By: _____
Phillip M. Burris*

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate

NORMA J. WURLINGER
MUNICIPAL BUILDING

- CITY COUNCIL -

JOHN GRAZIANI
Council President

KAREN E. GEORGE

MARK FARRAH

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

Memorandum

To: The Honorable City Council Members

From: John J. Zech, City Administrator

Date: 03/02/17

Re: Lease Agreement; Southgate Community School District

In 2011 the City entered into a lease agreement leasing underutilized space to the Southgate Community School District. This arrangement has provided the City with \$45,000.00 a year in operational revenue as well as provided substantial cost savings to the District and our residents. The agreement is scheduled to expire on May 1 and both Administrations are recommending an extension of the current terms and conditions.

The City Attorney has reviewed the proposed extension resolution and had no objection to the terms as presented. The Administration feels that this extension will once again be mutually beneficial to both the City and School District. Therefore, the Administration is respectfully requesting the City Council adopt a resolution authorizing the Mayor and Clerk to sign the attached property lease.

Please contact me with any questions you may have.

LEASE AGREEMENT EXTENSION

This agreement made this 1st day of May, 2017 by and between the CITY OF SOUTHGATE, a Michigan municipal corporation, with offices at 14400 Dix-Toledo Road, Southgate, Michigan ("City") and The Southgate Community School District ("School").

WITNESSETH:

WHEREAS, the City and School entered into an agreement on May 19, 2011, which provided terms of agreement for a three year lease with a three year extension for office space located in City Hall, and

WHEREAS, the agreement is scheduled to expire on May 1, 2017 and the parties desire to extend the current relationship, and

WHEREAS, the agreement sets forth the ability to extend the lease with mutual consent of the parties NOW, THEREFORE, in consideration of the mutual covenants herein contained,

IT IS AGREED by and between the parties that the term of the said agreement be extended for a period of two (2) years beginning May 1, 2017 and ending April 30, 2019 with annual compensation for Professional remaining at \$45,000.00 (Forty-Five thousand Dollars),

IT IS FURTHER AGREED that this Agreement may be extended by the Parties for an additional one year period.

IT IS FURTHER AGREED that the foregoing and the Property Lease as entered into on May 19, 2011, represent the total and complete agreement of the parties, that any modification hereof must be in writing signed by both parties, and that the parties have signed hereunder freely and voluntarily after having had opportunity to consult with legal counsel.

IN WITNESS WHEREOF, the parties have signed on the day and date above written.

WITNESSES:

THE CITY OF SOUTHGATE

By: _____
Joseph G. Kuspa
Its Mayor

And

By: _____
Janice M. Ferencz
Its Clerk

WITNESSES:

SOUTHGATE COMMUNITY SCHOOLS

By: _____
Leslie Hainrihar
Its Superintendent

By: _____
Its School Board President

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate
NORMA J. WURLINGER
MUNICIPAL BUILDING

- CITY COUNCIL -

JOHN GRAZIANI
Council President

KAREN E. GEORGE

MARK FARRAH

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

Memorandum

To: The Honorable Mayor and City Council

From: Laura Walsh, Mayor's Office

Date: March 7, 2017

Re: Heritage Days Weekend

As you may be aware, this year Heritage Days Weekend is scheduled for June 16 and 17, 2017.

Therefore, it is requested that the City Council approve the following resolution:

"RESOLVED, that the annual Heritage Days Weekend in the City of Southgate, Michigan, be held from June 16 through June 17, 2017, and the City Council approves the Liquor License Application for this event.

Your favorable consideration of this matter is appreciated.



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Mailing Address: P.O. Box 30005, Lansing, MI 48909
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: 135796

Request ID: _____

(For MLCC Use Only)

Certified Resolution of the Membership or Board of Directors Authorizing the Application for Special License
(Required under Administrative Rule R 436.576 - Not Required for Candidate Committee)

At a Regular meeting of the Southgate City Council
(Regular or Special) (Membership or Board of Directors)

called to order by Council President John Graziani on _____ at _____
(Date) (Time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from City of Southgate Heritage Days Committee
(Name of Organization)

for a Special License to serve alcohol on June 16, 2017 and June 17, 2017
(Event Date or Dates)

to be located at 14400 Dix-Toledo Rd., Southgate, Michigan 48195
(Physical Address - Include Location Name, Street Address, City, State, & Zip Code)

It is the consensus of this body that the application be Recommended for issuance.
(Recommended or Not Recommended)

Approval Vote Tally

Yeas: _____

Nays: _____

Absent: _____

Certification by Authorized Officer of Organization:

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the Southgate City Council
(Membership or Board of Directors)

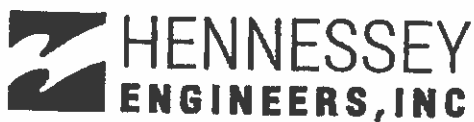
at a Regular meeting held on March 15, 2017
(Regular or Special) (Date)

Mayor Joseph G. Kuspa

Print Name & Title of Authorized Officer

Signature of Authorized Officer

Date



March 7, 2017

Mr. John Zech, City Administrator
City of Southgate
14400 Dix-Toledo Highway
Southgate, MI 48195

**Re: Adoption of Resolution to Accept Addition of Streets - Brest Road
Southgate Street Administrator Annual Report Update
City of Southgate, Wayne County, Michigan
Hennessey Project 11002.A**

Dear Mr. Zech:

As you are aware, the City of Southgate is required to review and make changes to the Act 51 map and submit the mileage certification report to the Michigan Department of Transportation (MDOT) on an annual basis to continue receiving Act 51 monies. The 2016 report is due to MDOT no later than April 6, 2017. In 2016, the Brest Road Extension project was completed and the street opened to traffic. This street is a public street that is under the ownership and maintenance of the City of Southgate. Therefore, as part of the 2016 annual report submittal, the Act 51 map must be revised to show the new street. Furthermore, MDOT requires that the City Council adopt a resolution to accept the addition of this street into their Local Street System for approval of the 2016 annual report. Our office has drafted a resolution and is attached. We request that this resolution be placed on the agenda for the regular City Council meeting to be held on Wednesday, March 15, 2017 for adoption and submittal to MDOT by April 6, 2017.

If you have any questions or comments, please contact our office.

Very Truly Yours,

HENNESSEY ENGINEERS, INC.

John M. Miller
John M. Miller
Construction Manager

Enclosure

cc: Honorable Mayor and City Council, City of Southgate
John J. Hennessey, P.E., Vice President, Hennessey Engineers, Inc.
Ryan Kern, P.E., Project Manager, Hennessey Engineers, Inc.
Mark Gaworecki, Project Manager, Hennessey Engineers, Inc.

File: B.3

**STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF SOUTHGATE**

**RESOLUTION TO ACCEPT ADDITION OF
BREST ROAD**

WHEREAS, at a regular City Council meeting of the City of Southgate, Michigan in Wayne County, held at the City Council Chambers on March 15, 2017, the following resolution was offered by _____ and supported by _____.

WHEREAS, the City of Southgate did prior to December 31, 2016, acquire title to Brest Road. And whereas, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW THEREFORE IT BE RESOLVED:

1. That the center line of above said street is described as follows:
Part of the Northwest ¼ of Section 23, Town 3 South, Range 10 East, City of Southgate, Wayne County, Michigan, Described as: Commencing at the West ¼ corner of said Section 23; Thence North 02 degrees 36 minutes 25 seconds West 2.29 feet along the West Line of said Section 23 and the Centerline of Allen Road to the Point of Beginning; Thence along the Centerline of Brest Road the following nine (9) courses:
North 87 degrees 50 minutes 03 seconds East 87.54 feet,
South 86 degrees 00 minutes 58 seconds East 63.47 feet,
South 87 degrees 46 minutes 51 seconds East 78.36 feet,
North 87 degrees 50 minutes 03 seconds East 76.89 feet,
118.90 feet along the Arc of a 245.50 foot radius curve to the right having a Central Angle of 27 degrees 44 minutes 55 seconds and a Chord bearing South 78 degrees 17 minutes 30 seconds East 117.74 feet,
82.30 feet along the Arc of a 210.18 foot radius curve to the left having a Central Angle of 22 degrees 26 minutes 05 seconds and a Chord bearing South 75 degrees 38 minutes 05 seconds East 81.77 feet,
North 87 degrees 50 minutes 03 seconds East 971.08 feet,
80.54 feet along the Arc of a 151.50 foot radius curve to the left having a Central Angle of 30 degrees 27 minutes 37 seconds and a Chord bearing North 68 degrees 25 minutes 41 seconds East 79.60 feet, And
North 51 degrees 45 minutes 35 seconds East 76.56 feet to the Point of Ending.
2. That said streets are located within a City right-of-way and is under control of the City of Southgate.
3. That said street is a public street and is for public street purposes.

4. That said street is accepted into the City of Southgate Local Street System and was open to traffic prior to December 31, 2016.

Resolution duly adopted.

ADOPTED, APPROVED AND PASSED by the City Council of the City of Southgate this _____ day of _____, 2017.

Janice Ferencz, City Clerk

Date _____

The undersigned hereby certifies that the foregoing is a true and accurate copy adopted by the City Council of the City of Southgate at a regular meeting held on _____ 2017.

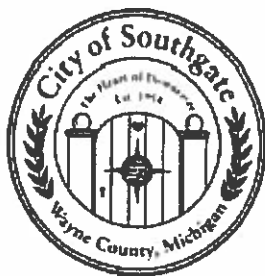
Janice Ferencz, City Clerk

Date _____

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate
NORMA J. WURLINGER
MUNICIPAL BUILDING

- CITY COUNCIL -

JOHN CRAZIANI
Council President

KAREN E. GEORGE

MARK FARRAH

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

Memorandum

To: Honorable City Council Members

From: John J. Zech, City Administrator

Date: March 8, 2017

Re: Dangerous Buildings Board Request for Public Hearing; 16100 Fort Street

Attached to this memorandum is a request from the Dangerous Buildings Board where in they are requesting that the City Council schedule a public hearing for 16100 Fort Street. Included is a copy of the minutes from the meeting that was held on February 21, 2017. The Administration will present an outline of the violations to the City Council during the public hearing. Therefore, the Administration is respectfully requesting the City Council schedule a public hearing to take place at the Regular City Council meeting on April 5, 2017.



City of Southgate

DEPARTMENT OF BUILDING AND SAFETY ENGINEERING
14400 DIX-TOLEDO ROAD, SOUTHGATE MICHIGAN 48195
PHONE: (734) 258-3027
FAX: (734) 281-6670
www.southgatemi.org

March 8, 2017

The Honorable City Council
14400 Dix-Toledo
Southgate, MI 48195

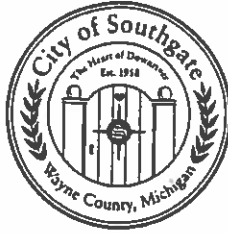
Dear Council Members

The City of Southgate Building and Housing Code, Section 1460.09 (attached) states, "If an owner, agent or party in interest fails to appear at a hearing or neglects or refuses to comply with the order provided for in Section 1460.08, the Dangerous Buildings Board shall file a report of its findings and a copy of its order with Council and request that the necessary action be taken to demolish or otherwise make safe the building or structure."

The Dangerous Buildings Board is hereby submitting the following findings regarding the commercial business located at 16100 Fort and respectfully request that a Public Hearing be held.

At a meeting held on February 21, 2017, the following motion was approved (minutes attached).

Motion by Robert Hines supported by James Leininger that the Dangerous Buildings Board file a report of its findings with the City Council and request that the necessary action be taken to demolish or otherwise make safe the structure. The owner will be notified with a copy of the minutes of this meeting by Certified Mail. Motion carried.



The Honorable City Council
March 8, 2017
Page Two

The Dangerous Buildings Board respectfully requests the City Council to take the necessary action against the owner(s), of the commercial business located at 16100 Fort, in making this a safe structure.

Don Vaccarelli

Respectfully submitted

Robert Hines

Robert Hines
Dangerous Buildings Board

Jim Leininger

Jim Leininger
Dangerous Buildings Board

Don Vaccarelli
Dangerous Buildings Board

Pc: TCF Bank
Fred Poe
Mayor
City Administrator
Director of Public Safety
Fire Chief
Police Chief
Director Public Services
City Attorney

bmm

Attachments

DANGEROUS BUILDINGS BOARD

MINUTES

16100 FORT

February 21, 2017

Present: Robert Hines, Dangerous Buildings Board, Jim Leininger, Dangerous Buildings Board, Don Vaccarelli, Dangerous Buildings Board, John Zech, City Administrator, Robert A Casanova, Building Inspections Director, Ed Zelenak, City Attorney, John C. Byers, 13024 Leroy, Karen George, 12265 Manor, Michael O'Leary, Lola O'Leary, 13036 Leroy and Bernadette Moore, Secretary.

The meeting was called to order at 3:30 p.m. with the Dangerous Buildings Board secondly considering the commercial business located at 16100 Fort.

Roll call was taken: Robert Hines, Jim Leininger and Don Vaccarelli present to constitute a quorum.

Robert Hines stated that Fred Poe was not present.

Robert Casanova stated that final repairs had been made to the used car building; however, Code Enforcement had to notify them about windows that had been broken recently.

John Zech stated that Fred Poe had recently visited him to get clarification on the last Dangerous Building Board meeting.

Robert Hines stated that both buildings are in bad disrepair and there are more and more issues noticeable such as; vandalism, paint chipping, water getting into the block, parking lot weeds, interior tiles falling, etc.

Dangerous Buildings Board
16100 Fort
February 21, 2017

Motion by Robert Hines, supported by James Leininger that the Dangerous Buildings Board file a report of its findings with the City Council and request that the necessary action be taken to demolish or otherwise make safe the structure. The owner will be notified with a copy of the minutes of this meeting by Certified Mail. Motion carried.

Meeting adjourned at 4:04 p.m.

Respectfully submitted
Bernadette M. Moore

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate
NORMA J. WURLINGER
MUNICIPAL BUILDING

- CITY COUNCIL -

JOHN GRAZIANI
Council President

KAREN E. GEORGE

MARK FARRAH

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

March 7, 2017

To the Honorable
City Council
Southgate, Michigan 48195

Re: Bid for Purchase of Custodial Supplies

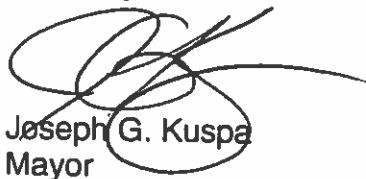
Ladies and Gentlemen:

Bids for the Purchase of Custodial Supplies were received and reviewed by the administration. It is recommended by DPS Director and I concur, that the bid be awarded to Allied-Eagle Supply Co., Detroit, Michigan. This was the lowest bid received and is the best choice for the City.

Sufficient funds are available in the various department accounts department fund to cover costs associated with this purchase.

Your favorable consideration of this matter is requested.

Sincerely,


Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate
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CHRISTOPHER P. ROLLET

MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: David Angileri, Assistant City Administrator/Finance Director 

DATE: March 7, 2017

RE: Recommendation for Custodial Supplies

I have reviewed the above with the DPS Director and concur with his recommendation for a bid extension to, Allied-Eagle Supply Co., Detroit, Michigan.

Adequate funds are available in the Department Public Service and the Water and Sewer Department Budget for this contract.

John Zech

From: Sonya Bovair
Sent: Friday, February 24, 2017 10:24 AM
To: John Zech; David Angileri; Bob Tarabula; Kevin Anderson; Michelle Kessler; Jeanie Bogart; Penny Bettinger
Subject: Custodial Supplies Bid Extension
Attachments: DOC052.pdf

Sonya Bovair
City of Southgate
Dept. of Public Services/Water Dept.
Water Billing/Account Clerk II
14719 Schafer Court
Southgate, MI 48195
734-258-3074

From the Desk of:
Robert Tarabula
Director, D.P.S.
February 24, 2017



To: David Angileri
Finance Director

Re: Bid Extension Recommendation for Allied-Eagle Supply Co.

I respectfully request to extend the bid for Custodial Supplies to **Allied Eagle Supply Co , 1801 Howard Street Detroit, MI 48216** for a period of one year.

They are our current contractor and have extended their fee schedule for one year. I believe this to be in the best interest of the City as they have always provided excellent service.

If you have any questions, please contact me.

RT/ad

(D/Bids-A: Bid extension: Custodial Supplies)



City Of Southgate,

Allied-Eagle Supply would like to thank you for your business in 2016-2017. Allied would also like to honor our current pricing for another year term. Prices would remain the same until reviewed again on March 15th 2018. If you have any questions please feel free to ask.

Joseph Oliver

Sales Representative

734-223-9335

joliver@alliedeagle.com

www.alliedeagle.com

Corporate Office
Distribution Center
Showroom
1801 Howard Street
Detroit, MI 48216
Phone: 313-230-0770
Fax: 313-230-0771

Warehouse
Showroom
6250 Jackson Road
Ann Arbor, MI 48103
Phone: 734-761-1911
Fax: 734-761-1914

Distribution Center
Showroom
355 Cottage Grove S.E.
Grand Rapids, MI 49507
Phone: 616-245-0574
Fax: 616-245-2637

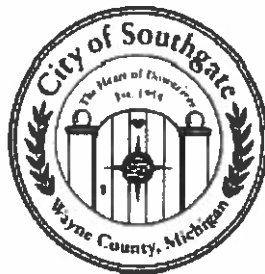
Warehouse
Showroom
3151 Hill Avenue
Toledo, OH 43607
Phone: 419-867-7722
Fax: 419-867-3377

www.alliedeagle.com & info@alliedeagle.com

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate
NORMA J. WURMLINGER
MUNICIPAL BUILDING

- CITY COUNCIL -

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Council President

KAREN E. GEORGE

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BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

March 3, 2017

To The Honorable
Southgate City Council
Southgate, Michigan 48195

Re: Appointments to Boards/Commissions

Ladies and Gentlemen:

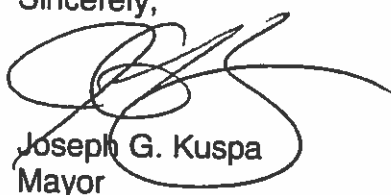
Please be advised I have made the following appointments:

Library Commission – for a term expiring April 2020

Frances Childers 13669 Phelps
Helen Loveday 16720 Club Drive

Your concurrence on this appointment is greatly appreciated.

Sincerely,



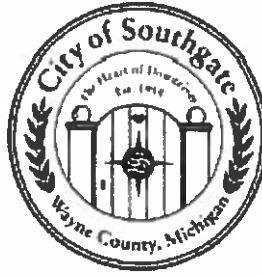
Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate
NORMA J. WURLINGER
MUNICIPAL BUILDING

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PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

February 24, 2017

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 appointments:

Building Authority - for a 6 year term expiring December 2022:

Greg Tupancy 16325 Cameron

Your concurrence on this appointment is greatly appreciated.

Sincerely,



Joseph G. Kuspa
Mayor

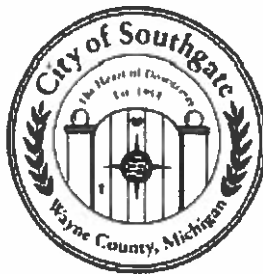
Cc: Janice Ferencz, City Clerk

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate

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BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

March 7, 2017

To The Honorable
Southgate City Council
Southgate, Michigan 48195

Re: Appointments to Boards/Commissions

Ladies and Gentlemen:

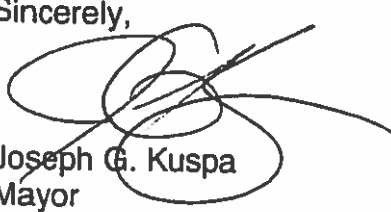
Please be advised I have made the following appointment:

Downtown Development Authority – for a 4 term expiring December 2020:

Brian Batko	18401 Clearview
Terri Kiser	13628 Eureka
Bruce Genthe	15600 Eureka
Ray Torres	15760 Fordline

Your concurrence on these appointments is greatly appreciated.

Sincerely,


Joseph G. Kuspa
Mayor

Cc: City Clerk

JGK/law

CITY OF SOUTHGATE
Compensation Commission
14400 Dix Toledo Highway, Southgate, Michigan 48195
(734) 258-3014

March 7, 2017

TO: Honorable City Council

Ladies and Gentlemen:

At a meeting of the Compensation Commission held on March 2, 2017, the Commission compared salaries of other part time Elected Officials, the duties of Southgate's Elected Officials and the financial condition of the country, state and city.

A copy of the minutes from the Compensation Commission Meeting dated March 2, 2017 is attached for your review.

Moved by St. Souver, supported by Clark; **RESOLVED**, that the current elected officials be increased as indicated Mayor from \$9,900 to \$11,000; City Clerk from \$5,750 to \$6,250; Treasurer from \$4,750 to \$5,250; Council President from \$4,900 to \$5,400 and City Council from \$4,500 to \$5,000.

Carried unanimously.

Sincerely,


Billy Walker
Chairman, Compensation Commission

:mk
Attachment

**CITY OF SOUTHGATE
COMPENSATION COMMISSION
MARCH 2, 2017**

A meeting of the Compensation Commission was held in the Caucus Room at Southgate City Hall on Thursday, March 2, 2017 commencing at 5:30 P.M.

Present – Brian Clark, Chuck Dunn, Shirley St. Souver, Tom Urbanek, Billy Walker

Excused - Jerome, Daley, Robert Fedon

Secretary Kessler took roll call and advised the commission that a chairperson for the Compensation Commission be nominated and elected.

Moved by St. Souver, supported by Urbanek, RESOLVED, that Billy Walker be nominated and elected to serve as Chairperson for the Compensation Commission. Carried unanimously.

Moved by St. Souver, supported by Clark, RESOLVED, that the minutes of the Compensation Commission meeting of January 28, 2015 be approved as presented. Carried unanimously.

Discussion took place on the elected official's salaries and the current financial condition of the City. Commissioner Dunn informed the commission that all City employees will be receiving a 2% raise across the board. The Commission came to the consensus that their recommendation is to increase the elected officials' salaries.

Moved by St. Souver, supported by Clark; RESOLVED, that the current elected officials be increased as indicated Mayor from \$9,900 to \$11,000; City Clerk from \$5,750 to \$6,250; Treasurer from \$4,750 to \$5,250; Council President from \$4,900 to \$5,400 and City Council from \$4,500 to \$5,000.

Carried unanimously.

Moved by Clark, supported by Urbanek, RESOLVED, that this meeting of the Compensation Commission be adjourned at 6:26 P.M. Carried unanimously.

Billy Walker
Chairman

3/07/17
mk

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate

NORMA J. WURLINGER
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DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

Memorandum

To: The Honorable Mayor and City Council

From: John J. Zech, City Administrator 

Date: March 7, 2017

Re: Amending Ord. No. 660.15 Responsibility for Maintenance of Dwellings

The Director of the Building Department, Bob Casanova, has recommended and I concur that Ord. No. 660.15 be amended to read as follows: Storage of wood piles for burning purposes shall be elevated a minimum of 12 inches off the ground and **stored in the rear yard**. The current ordinance is silent as to where firewood can be stored and this amendment would clarify this matter.

Therefore the Administration respectfully requests the City Council approve this amendment through a first reading.

If you have any questions, please contact me.

Cc: Mayor Joseph G. Kuspa
Bob Casanova

John Zech

From: Bob Casanova
Sent: Tuesday, March 07, 2017 10:24 AM
To: John Zech
Cc: Joseph Kuspa; David Angileri; Bernadette Moore
Subject: Storage of wood piles

John

After reviewing the ordinance pertaining to the storage of wood piles (660.15). It would be my recommendation that language be added to the ordinance that reads, wood piles for burning purposes must be 12 inches off the ground and STORED IN THE REAR YARD. I believe this would eliminate any unsightly wood piles from being viewed from the street.

Robert A. Casanova
Building Inspections Director
City of Southgate
14400 Dix-Toledo 48195

660.15 RESPONSIBILITY FOR MAINTENANCE OF DWELLINGS.

Every building or portion thereof which is being used as a dwelling, home or residence shall be kept by the owner or landlord thereof in a clean, neat and habitable condition in order to prevent the premises from becoming a nuisance. No owner or landlord shall allow a dwelling to become dilapidated, permit weeds or other vegetation to grow higher than ten eight inches in height or allow trash, rubbish or refuse to accumulate on the property to such an extent that a nuisance is created which is injurious to the health, safety or welfare of the occupants of the dwelling or of the inhabitants of the City. Storage of wood piles for burning purposes shall be elevated a minimum of twelve inches ~~from grade~~ off the ground.

If the owner has leased or rented the dwelling to another person and the duty to keep the premises in a proper condition rests upon such renter, tenant or lessee, then the obligations of this chapter shall fall upon such renter, tenant or lessee. **ADD ***
(1974 Code 59.17; Ord. 344. Passed. 7-1-81.)

* However, if the renter, tenant or lessee neglects their duty, the responsibility reverts to the owner or landlord to keep the dwelling, home or residence clean, neat and in a habitable condition in order to prevent the premises from becoming a nuisance.