

Southgate City Council Agenda

Council Chambers

Wednesday June 15, 2016

6:30pm **Work Study Session**

1. Officials Reports
2. 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 June 1, 2016.
2. Regular City Council Meeting Minutes dated June 1, 2016.

Scheduled Persons in the Audience:

Consideration of Bids:

1. Letter from Mayor; Re: Bid for Tree & Stump Removal Page 2
2. Letter from Mayor; Re: Bid for Tree Pruning and Maintenance Page 6
3. Letter from Mayor; Re: Bid for Automotive Parts Page 10

Scheduled Hearings:

Communications "A" --

1. Letter from Mayor; Re: Appointment to Municipal Employees Civil Service Commission Page 14
2. Memo from Administrator; Re: Resolution to Approve Contract Roy A. Szyndlar Page 15

Communications "B" -- (Receive and File)

Ordinances:

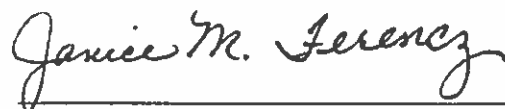
Old Business:

New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant # 1307 -- 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. GEORGI

MARK FARRAH

BILL COLOWOS

DALE W. ZAMECKI

PHILIP J. RAUCH

CHRISTOPHER P. ROLLET

June 8, 2016

To the Honorable
City Council
Southgate, Michigan 48195

Re: Bid for Tree & Stump Removal

Ladies and Gentlemen:

Bids for the removal of trees & stumps were received and reviewed by the administration. It is recommended by DPS Director and I concur, that the bid be awarded to Tree Man Services, Romulus, Michigan. This was the second lowest bid received and would be in the best interest of the City. The lowest bid was our current contractor for Tree Pruning and Maintenance and would not be in the best interest of the City to have the same contractor for both.

Funds for this bid award are derived from the DPS Budget as well as the Major and Local Street Funds for the bid.

Your favorable consideration of this matter is requested.

Sincerely,



Joseph G. Kuspa
Mayor

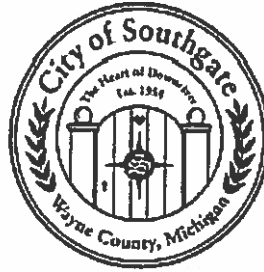
JGK/law

page 2

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



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CHRISTOPHER P. ROLLET

Memorandum

To: Mayor and City Council

From: Bryce Kelley, City Administrator 

Date: 10 June 2016


Re: Resolution to accept the bid from Tree Man Services for Tree and Stump Removal Services

Tree Man Services, of 38450 Nottingham, Romulus, MI 48174 has submitted an acceptable bid for to provide tree and stump removal services for the City.

The bid amount is within the City's adopted budget for these services.

The Administration respectfully requests the Council's favorable consideration. I look forward to addressing your questions and comments.

Sincerely,
Bryce Kelley, City Administrator

From the Desk of: 
Robert Tarabula
Deputy Director, D.P.S.
June 8, 2016

To: David Angileri
Finance Director

Re: Bid Recommendation for Tree & Stump Removal

I have reviewed the bids submitted for Tree & Stump Removal and find Tree Man Services, LLC to be the best choice for the City, based upon the following:

- They meet all bid specifications
- They are the second lowest bidder, the lowest bidder is our contractor for Tree Pruning and Maintenance and it's not in the best interest of the City to have the same contractor for both.

Therefore, I recommend that (for a period of two years) the bid is awarded to:

Tree Man Services
38450 Nottingham Dr.
Romulus, MI 48174
313-378-5573 Phone
734-895-8169
treeman4@sbcglobal.net

If you have any questions, please contact me.

RT/sb

Enclosure: Bid Tabulation

(D/Bids-A: F4 Bid Recommendation: Trees & Stump Removal)

REMOVALS

Company Size	Alpine Tree Service	Tree Man Services	Dan's Tree LLC	TNT Tree Service	Davey Tree Expert
0-10"	150.00	150.00	95.00	375.00	180.00
11-17"	375.00	300.00	169.00	550.00	400.00
18-24"	775.00	500.00	297.00	850.00	750.00
25-30"	1200.00	800.00	455.00	1100.00	1050.00
31-39"	1800.00	1175.00	820.00	1700.00	1500.00
40"+	2500.00	1582.00	1540.00	2000.00	2000.00
Emergency Work Weekdays	150.00	250.00	250.00	350.00	90.00/mh
Emergency Work Weekends	250.00	375.00	312.00	350.00	90.00/mh

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
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CHRISTOPHER B. ROLLET

June 8, 2016

To the Honorable
City Council
Southgate, Michigan 48195

Re: Bid for Tree Pruning and Maintenance

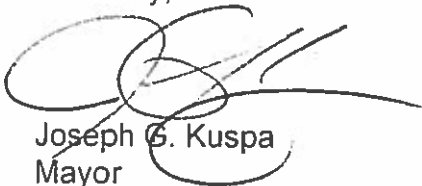
Ladies and Gentlemen:

It is recommended by the DPS Director and I concur, that the bid for Tree Pruning and Maintenance be awarded to Dan's Tree and Landscape, Southfield, Michigan.

Sufficient funds are available in the DPS Budget as well as the Major and Local Street funds for this bid.

Your favorable consideration of this matter is requested.

Sincerely,



Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
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Memorandum

To: Mayor and City Council

From: Bryce Kelley, City Administrator *BK*

Date: 10 June 2016

Re: Resolution to accept the bid from Dan's Tree Service for Tree Pruning and Maintenance

Dan's Tree Service, of 23332 Farmington Road, Ste 288, Farmington, MI has submitted an acceptable bid for to provide tree pruning and maintenance services for the City.

The bid amount is within the City's adopted budget for these services.

The Administration respectfully requests the Council's favorable consideration. I look forward to addressing your questions and comments.

Sincerely,
Bryce Kelley, City Administrator

From the Desk of:
Robert Tarabula *RT*
Deputy Director, D.P.S.
June 8, 2016

To: David Angileri
Finance Director

Re: Bid Recommendation for Tree Pruning & Maintenance

I have reviewed the bids submitted for Tree Pruning and Maintenance and find Dan's Tree, LLC to be the best choice for the City.

- They meet all bid specifications
- They are the low bidder
- They are our current contractor.

Therefore, I recommend that (for a period of two years) the bid is awarded to:

Dan's Tree, LLC
23332 Farmington Rd. Ste. 288
Farmington, MI 48332
248-417-2006 Office
248-521-3392 Cell

If you have any questions, please contact me.

RT/sb

Enclosure: Bid Tabulation

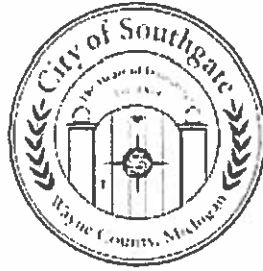
PRUNING and MAINTENANCE

Company Size	Energy Group Inc.	Dan's Tree LLC	Davey Tree Expert
0-10"	121.88	25.00	90.00
11-17"	187.50	52.00	180.00
18-24"	234.38	110.00	225.00
25-30"	281.25	160.00	270.00
31-39"	375.00	205.00	315.00
40"+	562.50	280.00	360.00
Emergency Work Weekdays	163.05	205.00	90.00/mh
Emergency Work Weekends	182.03	280.00	90.00/mh

JOSEPH G. KUSPA
Mayor

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CHRISTOPHER P. ROLLET

June 9, 2016

To the Honorable
City Council
Southgate, Michigan 48195

Re: Bid for Automotive Parts

Ladies and Gentlemen:

Bids for Automotive Parts were received and reviewed by the administration. It is recommended by the DPS Director and I concur, that the bid be awarded to Southgate Ford. Southgate Ford is the lowest bidder meeting all specifications and is located within a 10 mile radius.

Sufficient funds are available in the Public Garage Departmental Budget to cover costs. Your favorable consideration of this matter is requested.

Sincerely,



Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
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JAMES E. DALLOS
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CHRISTOPHER P. ROLLET

Memorandum

To: Mayor and City Council
From: Bryce Kelley, City Administrator *BK*
Date: 10 June 2016
Re: Resolution to accept the bid from Southgate Ford for Automotive Parts

Southgate Ford, of 16501 Fort Street, Southgate, MI 48195, has submitted an acceptable bid for to provide automotive parts for the Southgate Department of Public Services.

The bid amount is within the City's adopted budget for these services.

The Administration respectfully requests the Council's favorable consideration. I look forward to addressing your questions and comments.

Sincerely,
Bryce Kelley, City Administrator

From the Desk of:

Robert Tarabula

Director, D.P.S.

June 9, 2016

To: David Angileri
Finance Director

Re: Bid Recommendation for Automotive Parts

John Iannucci (Fleet Supervisor) and I have reviewed the bids submitted for Automotive Parts.

I have reviewed the bids submitted for Automotive Parts and find Southgate Ford to be the best choice for the City.

- They are within a 10 mile radius.
- They are the lowest bidder meeting all specifications.

Therefore, I recommend that (for a period of two years) the bid be awarded to:

Southgate Ford
16501 Fort
Southgate, MI 48195
734-282-3636 Phone
734-282-0309 Fax

If you have any questions, please contact me.

RT/sb

Enclosure: Bid Tabulation

(D/Bids-A: F4 Bid Recommendation: Auto Parts)

City of Southgate
14719 Schafer Court
Southgate, MI 48195
(734) 258-3079

Department of Public Services
Bid Tabulation – Auto Parts

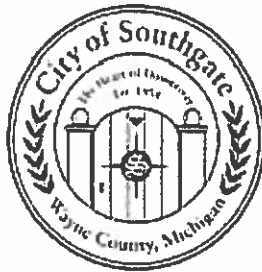
Due: June 9, 2016

Company	Total Bid	Notes
Dealer Auto Parts Sales	\$ 70,249.03	Outside 10 mile radius
Kirk's Automotive Inc.	\$ 62,244.73	Outside 10 mile radius
O'Reilly Auto Parts	\$ 48,636.07	Partial Bid
Southgate Ford	\$ 74,904.41	

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
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CHRISTOPHER P. ROLLET

June 6, 2016

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:

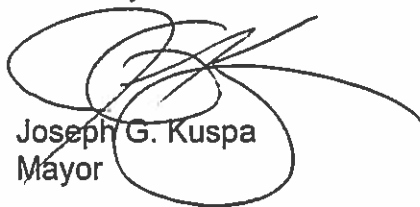
Municipal Employees Civil Service – for a term expiring December 2016

Sam Galanis 12669 Ward

Mr. Galanis will fill the vacancy due to the resignation of Fredrick Clark.

Your concurrence on this appointment is greatly appreciated.

Sincerely,



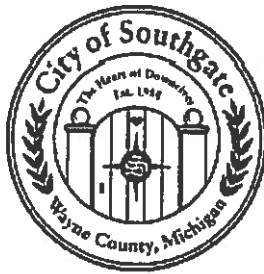
Joseph G. Kuspa
Mayor

JGK/law

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PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

Memorandum

To: Mayor and City Council

From: Bryce Kelley, City Administrator *BK*

Date: 10 June 2016

Re: Resolution to Approve the Contract between the City of Southgate and Roy A. Szyndlar, Inc.

For over a decade the City of Southgate has contracted with Roy A. Szyndlar, Inc. for Greenskeeping Services to maintain the Southgate's South Winds Golf Club. The Company provides professional expertise in golf course and greens maintenance, and other related maintenance responsibilities.

This contract has a term of one (1) year, at a cost of \$60,500.00. In addition the contract reflects a reduction in labor costs, and no longer funds the Contractor's cost in expenses for conferences and seminars, nor does the City fund the Contractor's optical and dental insurance programs.

The Administration respectfully requests the Council's favorable consideration. I look forward to addressing your questions and comments.

Sincerely,
Bryce Kelley, City Administrator

CONTRACT BETWEEN THE CITY OF SOUTHGATE
AND ROY A. SZYNDLAR, INC.

THIS CONTRACT entered into the _____ day of _____, 2016, at Southgate, Michigan, by and between the CITY OF SOUTHGATE, a Municipal Corporation, hereinafter referred to as the "CITY" and ROY A. SZYNDLAR, INC., hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY OF SOUTHGATE is operating a public golf course within its corporate limits; and

WHEREAS, the CITY OF SOUTHGATE has determined a necessity for a professional Greens keeper with expertise in golf course and greens maintenance; and

WHEREAS, ROY A. SZYNDLAR, INC. has agreed to provide such expertise as an independent contractor.

NOW, THEREFORE, the CITY OF SOUTHGATE and ROY A. SZYNDLAR, INC., for the consideration hereinafter set forth, agree as follows:

Section 1. Term. This contract shall be for a period of one (1) year, commencing on the 1st day of July 2016, and terminating on the 30th day of June, 2017, unless otherwise terminated.

Section 2. Termination by the Contractor.

- (A) The CONTRACTOR may terminate this Contract upon thirty (30) days written notice to the CITY.
- (B) All notices required by this section shall be sent to the CITY, by registered mail, in care of the Mayor.
- (C) After notice or termination has been given by the CONTRACTOR shall assist the CITY in its search for another professional Greens keeper with expertise in golf course maintenance.

Section 3. Termination by the City.

- (A) The CITY may terminate this Contract upon the CONTRACTOR'S failure to perform any of the conditions, duties, or requirements of this Contract.
- (B) Written notice of termination shall be first personally served upon the CONTRACTOR. In the event the CONTRACTOR is unavailable, written notice of termination may be mailed to CONTRACTOR'S residence by regular mail.
- (C) The CONTRACTOR shall not be entitled to any compensation, whatsoever, beyond the date upon which the written notice of termination was personally served, or in the event of his unavailability, mailed to his residence.

- (D) In the event the CONTRACTOR is terminated by the CITY for reasons other than those listed in paragraph (A) above, and the CONTRACTOR is willing and able to perform his duties under this agreement, then, in that event, the CITY agrees to pay CONTRACTOR, as severance pay, all of the aggregate annual salary he would have earned under this contract from the actual date of termination or one month's pay for each year of prior service, whichever is greater.

Section 4. Familiarity with Golf Course and Greens Maintenance. The CONTRACTOR acknowledges and represents that he has carefully investigated all conditions which affect, or may at some future date affect, the performance of services and duties covered by this Contract, and that he is fully informed concerning the conditions to be encountered, character, quality and quantity of the services and duties to be performed or provided by him; also, that he is familiar with all State laws, the Charter and Ordinances of the CITY, which in any way affect the performance of the services and duties covered by this contract.

Section 5. No Assignment of Subletting of Contract. The CONTRACTOR shall not be permitted to sublet or assign this Contract or any part thereof in any manner whatsoever, unless expressly permitted by this Contract without first having obtained the approval the CITY. The subletting or assignment of any part of this Contract with or without the prior approval of the CITY will not relieve the CONTRACTOR of any of his liabilities under the term of this contract. Any such action by the CONTRACTOR without prior approval of the CITY will automatically be construed as a breach by the CONTRACTOR of his obligations under this Contract.

Section 6. Duties and Services to be Performed or Provided by the Contractor. The CONTRACTOR agrees to perform or provide, the best of his ability, the following duties and services:

(A) Golf Course and Greens Maintenance:

The CONTRACTOR shall maintain the golf course and its greens and assure that, at all times, it will be suitable for play. The golf course shall be mowed and the greens cut, rolled, and swept as often as necessary.

(B) Motor Vehicle and Equipment Maintenance:

Motor vehicle and equipment used in performance of this Contract shall be maintained by the CONTRACTOR in a professional manner and kept in working order. The CONTRACTOR shall be responsible for the negligent loss or damage or any motor vehicle or piece of equipment.

(C) Other Duties and Services: The CONTRACTOR shall provide or perform other duties or services, not expressly stated herein, which are consistent with the responsibilities of maintaining a golf course and its greens or as may be required by the CITY in maintaining the golf course.

Section 7. Compensation. The CONTRACTOR shall receive \$60,500.00 as compensation, for duties and services performed or provided. Compensation shall be paid on a bi-weekly basis until the termination of this Contract.

If total golf course revenue reaches \$300,000 the Greenskeeper shall receive a bonus of 1.5% of base compensation.

Section 8. Additional Compensation. In addition, the CONTRACTOR shall receive, for duties and services performed or provided, the following additional compensation:

- (A) The CITY shall pay the CONTRACTOR'S cost of membership dues for national and local Greens keeper's Associations.
- (B) The CITY shall pay the CONTRACTOR'S cost in expenses for conferences and seminars, which may be beneficial to the CONTRACTOR in the performance of the duties and services required by this Contract. The cumulative cost of such expenses, for all conferences and seminars shall not exceed \$1,000.00 per year. The CONTRACTOR may accumulate two years' worth of funds to utilize for conference purposes. Transportation costs shall not exceed the costs of the lowest airfare cost associated with such travel.
- (C) The CITY shall reimburse the CONTRACTOR for his actual cost of Worker's Disability Compensation and General Liability Insurance premium. CONTRACTOR shall present proof of payment prior to reimbursement.
- (D) The CITY shall pay to its deferred compensation program the 8% of the CONTRACTOR'S base compensation. For purposes of this contract that base compensation shall be \$62,151.38.
- (E) Reimbursement shall be made at the mileage rate established by the Internal Revenue Service and shall not exceed a cap of \$150.00 per contract year.
- (F) Contractor shall receive a share of golf cart revenue in the amount of \$1500.00 per year.

Section 9. Motor Vehicles and Equipment. The CITY shall provide at least one (1) motor vehicle to the CONTRACTOR. The CITY shall, at its discretion, provide such equipment as necessary for other maintenance of the golf course and its greens. Vehicles and equipment, provided by the CITY, shall be used only for duties and services to be performed or provided as required by this Contract. The CITY shall provide an office to the CONTRACTOR and a facility necessary for the storage and maintenance of equipment. The CITY and CONTRACTOR hereby agree that each party shall be responsible for their own compliance with respective county, state, or federal statutory and regulatory requirements.

Section 10. Purchasing. Prior to purchasing equipment, supplies, materials, or any item, the CONTRACTOR shall obtain authorization from the CITY. All expenditures shall be in conformance with the CITY'S standard purchasing procedures.

Section 11. Contractor's Additional Personnel. The CONTRACTOR may engage no more than two (2) persons to assist him in the performance of duties and services required by this Contract. The CONTRACTOR shall be responsible for the supervision and control

of his additional personnel. The CITY shall separately budget an amount for CONTRACTOR'S personnel, on a yearly basis, as the City Council shall approve. The CONTRACTOR may add one additional employee in the months of May, June, July and August. Such employment shall not exceed Forty (40) man hours of labor per week and will be paid by City. This right to approve the amount to be budgeted for CONTRACTOR'S personnel does not authorize the CITY in any way to control they method by which the CONTRACTOR'S personnel shall perform their duties for the CONTRACTOR, it being understood between the parties that the CONTRACTOR'S personnel shall not be employees of the CITY.

Section 12. Insurance Policies.

- (A) The CONTRACTOR shall secure and maintain, during the term of this Contract, such liability and property damage insurance, including accidental death, for claims which may arise from services provided by the CONTRACTOR in performance of the contract.
- (B) The amounts of such insurance policies shall be as follows:
 - (1) Per person liability insurance in an amount not less than Five Hundred Thousand (\$500,000.00) Dollars.
 - (2) Per occurrences liability insurance in an amount not less than One Million (\$1,000,000.00) Dollars.
 - (3) Personal property liability insurance in an amount not less than Two Hundred – Fifty Thousand (\$250,000.00) Dollars.

These insurance policies shall name the CITY as co-insured with the CONTRACTOR.

- (C) The CONTRACTOR shall secure and maintain, during the term of this Contract, Worker's Disability Compensation Insurance, which shall cover the CONTRACTOR and his personnel while performing or providing the duties or services required by 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 insurance policies, as required by this section, have been filed with Southgate City Clerk.
- (E) At his sole expense, and if allowed by the Plan Administrator, the CONTRACTOR shall be authorized to participate in either the Health Alliance Plan or Blue Care Network Insurance Program. This authorization is not to be construed to require any future financial requirement by the CITY.

Section 13. Indemnification. The CONTRACTOR shall indemnify and hold harmless the CITY from any actions, suits, debts, judgments, losses, damages, and/or claims occasioned by any acts or omissions committed by the CONTRACTOR and/or his personnel during the term of this Contract.

Section 14. Entire Agreement. This Contract contains the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first written above.

WITNESSES:

CITY OF SOUTHGATE, a Municipal Corporation

By: _____
Joseph G. Kuspa, Mayor

By: _____
Janice Ferencz, City Clerk

By: _____
Roy A. Szyndlar, Inc.