

# Southgate City Council Agenda

Council Chambers

14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday March 17, 2021



WEB MEETING @ <https://us02web.zoom.us/j/83486408402>

CALL-IN @ + 1-312-626-6799 Passcode: 83486408402

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## 6:30pm **Work Study Session**

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1. Officials Reports
2. Discussion of Agenda Items

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## 7:00 pm **Regular Meeting**

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### *Pledge of Allegiance*

**Roll Call:** Colovos, Farrah, George, Graziani, Rauch, Rollet, Zamecki.

**Minutes:**  
1. Work Study Session Minutes dated March 3, 2021  
2. Regular City Council Meeting Minutes dated March 3, 2021

**Scheduled Persons in the Audience:**

**Consideration of Bids:**

1. Letter from Mayor; Re: Purchase and Delivery of Trees Page 5

**Scheduled Hearings:**

**Communications "A" –**

1. Letter from Mayor; Re: Heating and Cooling Maintenance (**Bid Extension**) Page 9
2. Letter from Mayor; Re: Purchase of Caterpillar General Purpose Bucket  
(**Bid Waiver**) Page 14
3. Letter from Mayor; Re: Plumbing Repairs (**Bid Extension**) Page 19
4. Memo from Administrator; Re: Resolution to Extend Local State of Emergency  
through April 30<sup>th</sup> Page 23

**Communications "B" – (Receive and File)**

**Ordinances:**

1. Second Reading – "Exterior Inspection upon Transfer" Page 27

**Old Business:**

**New Business:**

1. Memo from Administrator; Re: Contract Amendment with Carlisle Wortman Page 32  
To include inspections of exterior residential point of sale properties

**Unscheduled Persons in the Audience:**

**Claims & Accounts: Warrant #1421 \$ 7,662,330.97**

**Adjournment:**

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**Janice M. Ferencz, City Clerk**

City Council

## **Work Study Session**

March 3, 2021

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***An Informal Meeting of the Council of the City of Southgate was held on March 3, 2021 at 6:30 P.M  
(Due to the Covid-19 virus, this meeting was via Zoom in accordance with Public Act 254 of 2020).***

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Present: Bill Colovos, Karen George, John Graziani, Mark Farrah, Phil Rauch, Chris Rollet, Dale Zamecki

Absent:

Also Present: Mayor Joseph G. Kuspa, City Attorney Brandon Fournier, Assistant City Administrator/Finance Director David Angileri, City Clerk Janice Ferencz, City Engineer John Hennessey, Public Safety Director Joseph Marsh, Police Chief Mark Mydlarz, Fire Chief Marc Hatfield, Acting DPS Director Kevin Anderson, Building Inspections Director Bob Casanova and Parks & Recreation Director Julie Goddard.

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*Discussed the following agenda items:*

- Copier/Printers service and supplies program
- Purchase of Courtroom Audio Recording Equipment
- Contract amendment with Dave Tree Golf's contract to include Pro Shop's operation
- Appointment of Magistrate
- New Ordinance – Exterior Inspection upon Transfer

This meeting ended at 6:52 pm.

# City of Southgate

## Regular City Council Meeting

### March 3, 2021

A Regular Meeting of the Council of the City of Southgate was held on Wednesday, March 3, 2021 and was called to order at 7:00 PM by Council President John Graziani (**DUE TO COVID-19 VIRUS, THIS MEETING WAS HELD VIA ZOOM, IN ACCORDANCE WITH PUBLIC ACT 254 OF 2020.**)

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

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Present: Bill Colovos, Karen George, John Graziani, Mark Farrah, Phil Rauch, Chris Rollet, Dale Zamecki

Absent:

Also Present: Mayor Joseph G. Kuspa, City Administrator Dustin Lent, City Attorney Brandon Fournier, Assistant City Administrator/Finance Director David Angileri, City Clerk Janice Ferencz, City Engineer John Hennessey, Public Safety Director Joe Marsh, Police Chief Mark Mydlarz, Fire Chief Marc Hatfield, Acting DPS Director Kevin Anderson, Building Inspections Director Bob Casanova and Parks & Recreation Director Julie Goddard.

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#### **Minutes:**

Moved by Colovos, supported Rollet, RESOLVED, that the minutes of the City Council Work Study Session dated February 17, 2021 be approved as presented. Carried unanimously.

Moved by George, supported by Zamecki, RESOLVED, that the minutes of the Regular City Council Meeting dated February 17, 2021 be approved as presented. Carried unanimously.

#### **Communications "A":**

1. Letter from ACA/Finance Director; Re: Copier/Printers Service and Supplies Program moved by Farrah, supported by Zamecki, RESOLVED THAT the Southgate City Council hereby concurs with the Administration's recommendation to enter into a five (5) year agreement for the copier/printers service and supplies with Michigan Office Solutions (40000 Grand River Ave., Suite 500, Novi, MI 48375). BE IT FURTHER RESOLVED THAT the Mayor and City Clerk are designated to sign said contract.

Motion carried unanimously.

2. Letter from Mayor; Re: Recommendation for Purchase of Courtroom Audio Recording Equipment (RFP) moved by Farrah, supported by George, RESOLVED THAT the Southgate City Council hereby concurs with the purchase of Courtroom Audio Recording Equipment and awards purchase to BIS Digital, Inc. (1350 NE 56th Street, Suite 300, Fort Lauderdale, FL 33334) in the amount of \$14,994.20.

Motion carried unanimously.

3. Memo from Administrator; Re: Contract Amendment with Davey Tree Golf's contract to Include Pro Shop's Operation moved by Rollet, supported by Zamecki; RESOLVED THAT the Southgate City Council agrees to amend the current contract with Davey Tree Golf to include the operation of the club house increasing the current pricing from \$184,425 to \$260,800.

Motion carried unanimously.

# Regular City Council Meeting

## March 3, 2021

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4. Letter from Court Administrator; Re: Appointment of Magistrate moved by Colovos, supported by Zamecki; RESOLVED THAT the Southgate City Council hereby concurs with the Court Administrator's appointment of Magistrate to Christopher P. Bogard (14306 Kennebec, Southgate, MI 48195).

Motion carried unanimously.

### **Ordinances:**

1. Councilman George gave the first reading of an ordinance to add Exterior Inspection upon Transfer. No other action taken.

### **Claims and Accounts:**

Moved by Farrah, supported by George, RESOLVED, that Claims and Accounts be paid as outlined on Warrant # 1420 in the amount of \$5,664,894.96.

Motion carried unanimously.

### **Adjournment:**

Moved by Rollet, supported by Colovos, RESOLVED THAT this Regular Meeting of the Southgate City Council be adjourned at 7:10 P.M. Carried unanimously.

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John Graziani  
Council President

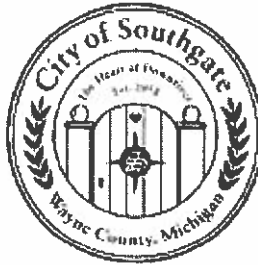
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Janice M. Ferencz  
City Clerk

JOSEPH G. KUSPA  
Mayor

JANICE M. FERENCZ  
City Clerk

JAMES E. DALLOS  
Treasurer



## City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI  
Council President

MARK FARRAH

KAREN E. GEORGE

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

March 10, 2021

To the Honorable  
City Council  
Southgate, Michigan 48195

Re: Bid for the Purchase and Delivery of Trees

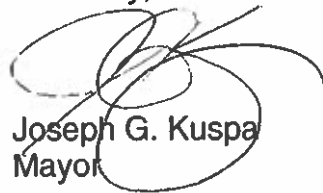
Ladies and Gentlemen:

Bids for the Purchase and Delivery of Trees were received and reviewed by the administration. It is recommended by the Acting DPS Director and I concur, that the bid be awarded to Schichtel's Inc., Springville, NY in the amount of \$5,000.00.

Adequate funds are available through the DPS Water and Sewer Budgets to cover costs associated with this bid award.

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

- CITY COUNCIL -

JOHN GRAZIANI  
*Council President*

MARK FARRAB

KAREN E. GEORGE

BILL COLOVOS


DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

### MEMORANDUM

**TO:** The Honorable Mayor and City Council

**FROM:** David Angileri, Assistant City Administrator/Finance Director 

**DATE:** March 10, 2021

**RE:** Recommendation for Purchase and Delivery Trees

I have reviewed the above with the Acting DPS Director and concur with his recommendation to award this bid to, Schichtel's Nursery Inc. Springville NY in the amount of \$5,000.

Adequate funds will be available through the DPS and Water and Sewer Budgets for this purchase.

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From the Desk of:  
Kevin Anderson  
Acting Director, D.P.S.  
March 10, 2021

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To: Dustin Lent  
Finance Director

Re: Bid Recommendation for Purchase and Delivery of Trees

I respectfully request to award the bid for Purchase and Delivery of Trees to Schichtel's Nursery, Inc. 7420 Peters Road, Springville, NY 14141. They are our current contractor and have provided excellent service to the city. They are also the lowest bidder for this contract.

Schichtel's Nursery, Inc. 7420 Peters Road Springville, NY 14141
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If you have any questions, please contact me.

Sincerely,

Kevin Anderson  
Acting DPS Director

KA/sd  
Bid Tabulation attached

## 2021 Purchase and Delivery of Trees

Latin Name	Common Name	Schichtel's Nursery, Inc.	Chestnut Ridge Nursery, Inc.
<i>Acer freemanii</i> 'Sienna'	Sienna Glen freeman Maple	102.00	121.00
<i>Betula nigra</i> 'Cully'	Heritage River Birch	94.00	121.00
<i>Celtis occidentalis</i> 'Magnifica'	Magnifica Hackberry	121.00	138.00
<i>Cercis canadensis</i> MN Strain	Red Bud	121.00	138.00
<i>Cladrastis kentukea</i> 'Perkins Pink'	Perkins Pink Yellowwood	140.00	138.00
<i>Liriodendron tulipifera</i> 'Emerald City'	Emerald City Tuliptree	102.00	138.00
<i>Platanus scerifolia</i> 'Morton Circle'	Exclamtion London Planetree	102.00	115.00
<i>Quercus bicolor</i>	Swamp White Oak	121.00	142.00
<i>Tilia Americana</i> 'Boulevard'	Boulevard Linden	110.00	136.00
<i>Ulmus</i> 'Frontier'	Frontier Elm	121.00	115.00



JOSEPH G. KUSPA  
*Mayor*

JANICE M. FERENCZ  
*City Clerk*

JAMES E. DALLOS  
*Treasurer*



**City of Southgate**  
Celebrating 60 Years!

- CITY COUNCIL -

JOHN GRAZIANI  
*Council President*

MARK FARRAH

KAREN E. GEORGE

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

March 10, 2021

To the Honorable  
City Council  
Southgate, Michigan 48195

Re: Heating & Cooling Maintenance

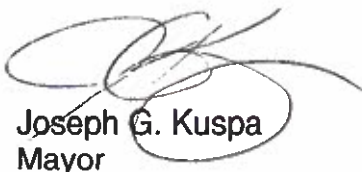
Ladies and Gentlemen:

It is recommended by the Acting DPS Director and I concur, that the current contract be extended with Flo Aire Heating & Cooling, in the amount of \$52.00 per hour, Monday – Friday and \$78.00 per hour Saturdays, Sundays and Holidays, for a two-year period, along with Seasonal Maintenance – Spring \$7,950.00 and Fall \$7,950.00.

Sufficient funds are available in the various Departmental Budgets to cover costs associated with these maintenance issues.

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

- CITY COUNCIL -

JOHN GRAZIANI  
Council President

MARK FARRAH

KAREN E. GEORGE

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

### MEMORANDUM

**TO:** The Honorable Mayor and City Council

**FROM:** David Angileri, Assistant City Administrator/Finance Director JA

**DATE:** March 10, 2021

**RE:** Recommendation for Heating & Cooling Maintenance

I have reviewed the above with the Acting DPS Director and concur with his recommendation for a two year extension to current contract with Flo-Aire Heating & Cooling, Inc., Southgate MI.

Adequate funds are budgeted in various departments in the City to cover the cost of Heating & Cooling Maintenance. This is the same rate that we have paid for the two years.

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**From the Desk of:**  
**Kevin Anderson**  
**Acting Director, D.P.S.**  
March 2, 2021

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**To: Dustin Lent**  
**City Administrator**

**Re: Bid Extension Recommendation for Heating & Cooling Maintenance Repairs**

I respectfully request to extend the bid for Heating & Cooling Maintenance to **Flo-Aire Heating & Cooling, Inc.** They will extend the pricing on heating and cooling maintenance with the City of Southgate for 2 years beginning on March 4, 2021. (current bid expiration is March 4, 2021)

They are our current contractor and have extended their fee schedule for two years. I believe this to be in the best interest of the City as they have always provided excellent service and respond rapidly to all service calls.

If you have any questions, please contact me.

Sincerely,

  
Kevin Anderson  
Acting Director, DPS

Enclosure

KA/sd

Phone (734) 285-1809  
(734) 284-5138  
Fax (734) 285-2600

*Flo-Aire*  
*Heating & Cooling, Inc.*

15761 Eureka Road  
Southgate, MI 48195

February 18, 2021

City of Southgate  
14719 Schafer Ct.  
Southgate, MI 48195  
734-258-3078

**RE: Maintenance for the City of Southgate**

To Whom It May Concern:

We would like to thank you for your past business and would like to extend our services for the upcoming year.

Our company Flo-Aire Heating, Cooling & Electrical would like to continue doing maintenance for the City of Southgate, honoring our prices from the previous contract for one (1) year with an option to extend to two (2) years.

We look forward to servicing the City of Southgate for the up coming year(s)!

Please contact our office if you need any further information.

Sincerely,

Larry D. Beesley, C.O.O  
Flo-Aire Heating, Cooling & Electrical Inc.



**Proposal:** Services and repairs on all city-owned equipment (see attached lists) at the following rates:

Monday - Friday 8:00 a.m. - 5:00 p.m. <u>Labor Charge - per hour</u>	<u>Journeyman</u> \$ <u>52.00</u>	<u>Apprentice*</u> \$ <u>40.00</u>
Weekends / Holidays Or After 5:00 p.m. <u>Labor Charge - per hour</u>	<u>Journeyman</u> \$ <u>78.00</u>	<u>Apprentice*</u> \$ <u>60.00</u>

\* Or Laborer

Spring Maintenance: \$ 7,950.00

Fall Maintenance: \$ 7,950.00

Company Name	Flo-Aire Heating & Cooling, Inc.
Address	15761 Eureka Rd.
City / State / Zip code	Southgate, MI 48195
Telephone (with Area Code)	734-285-1809
Fax # (with Area Code)	734-285-2600
E-mail Address	lbeesley@flo-aire.com
Authorized Representative	Larry Beesley, COO (Type or Print Name)
Signature & Title	<i>Larry Beesley</i> C.O.O. (Authorized Representative)
Date	February 18, 2021

JOSEPH G. KUSPA  
Mayor

JANICE M. FERENCZ  
City Clerk

JAMES E. DALLOS  
Treasurer



## City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI  
Council President

MARK FARRAH

KAREN E. GEORGE

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

March 10, 2021

To the Honorable  
City Council  
Southgate, Michigan 48195

Re: Recommendation for Purchase of a Caterpillar General Purpose Bucket for  
Water Dept.

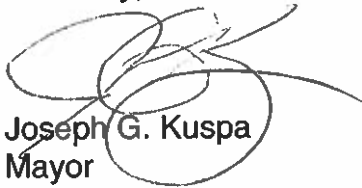
Ladies and Gentlemen:

It is recommended by the Acting DPS Director and I concur, to award the purchase of a general purpose bucket for the water department to Michigan Cat in the amount of \$6,887.00.

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

Your favorable consideration of this matter is requested.

Sincerely,



Joseph G. Kuspa  
Mayor

JOSEPH G. KUSPA  
*Mayor*

JANICE M. FERENCZ  
*City Clerk*

JAMES E. DALLOS  
*Treasurer*



## City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI  
*Council President*

MARK FARRAH

KAREN E. GEORGE

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CHRISTOPHER P. ROLLET

### MEMORANDUM

**TO:** The Honorable Mayor and City Council

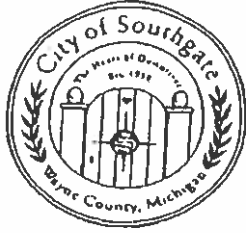
**FROM:** David Angileri, Assistant City Administrator/Finance Director 

**DATE:** March 10, 2021

**RE:** Recommendation for Purchase of a Caterpillar General Purpose Bucket for Water Dept.

I have reviewed the above with the Acting DPS Director and concur with his recommendation to award this purchase to Michigan Cat, Novi, Michigan in the amount of \$6,887.00.

Adequate funds are in the Water Department for this purchase.



# City of Southgate

DEPARTMENT OF PUBLIC SERVICES  
Water Billing

14/19 Schafer Court Southgate, Michigan 48195  
Phone (734) 258 3074 Fax (734) 246 1333

## Memorandum

**To:** The Honorable Mayor and Members of City Council

**From:** Kevin Anderson, Acting DPS Director

**Date:** March 03, 2021

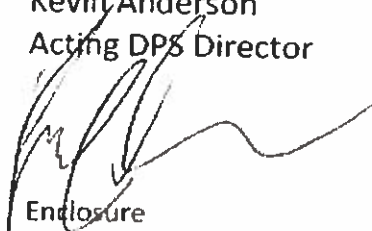
**Re:** Request for Waiver of Bid – Caterpillar 926M Fusion Quick Coupler  
Attach 2.70 CYD GP BKT w/bolt on cutting edge, 100" wide 2,101 LBS

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The Department of Public Services request that City Council waive the bid process and award the purchase for a Caterpillar 926M Fusion Quick Coupler Attach 2.70 CYD GP BKT w/bolt on cutting edge, 100" wide 2,101 lbs. for \$6,887.00, from Michigan Cat, 24800 Novi Road, PO Box 918, Novi, MI 48375. Michigan Cat has been providing our large equipment for many years and they provide excellent service.

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

Kevin Anderson  
Acting DPS Director



Enclosure

KA/sd





Corporate  
Headquarters  
24800 Novi Road  
PO Box 918  
Novi, MI 48375-0918

March 2, 2021

City of Southgate

Dear John:

Thank you for giving Michigan CAT the opportunity to submit a quote for the Caterpillar General Purpose Bucket

**CATERPILLAR 926M FUSION QUICK COUPLER ATTACH  
2.70 CYD GP BKT W/ BOLT ON CUTTING EDGE, 100" WIDE  
2,101 LBS**

**Sourcewell Contract Price \$6,887.00**

**\*Standard Manufactures Warranty\***

We believe the equipment quoted will exceed your expectations. On behalf of Michigan CAT,

Thank you,

Paul Mackin  
Account Representative  
Michigan CAT  
Cell 313.402.7674  
Fax 866.947.3152  
[Paul.Mackin@michigancat.com](mailto:Paul.Mackin@michigancat.com)

1-888-MICH CAT  
[www.michigancat.com](http://www.michigancat.com)  
Novi • Shelby Twp. • Grand Rapids • Saginaw • Lansing  
Kalkaska • Brownstown Twp.

## David Angileri

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**From:** Kevin Anderson  
**Sent:** Wednesday, March 03, 2021 8:55 AM  
**To:** Dustin Lent; David Angileri  
**Subject:** Explanation of requested bid waiver letter

Gentlemen,

The bid request that you will be, or already have received, is a request to purchase an additional bucket for our front-end loader here in our DPW yard. Over the years, especially in the winter season, we experience numerous events where our loader is being used to load mud and other backfill material for water main breaks, while also being used to load rock salt into our plow/salt vehicles. This past season, we had many issues with mud getting stuck in the augers of the salt trucks, which slowed down the progress of these vehicles. Although our employees do their best to make sure the bucket is clean of debris before loading salt, many times we are trying to load both backfill material and salt at the same time. That being said, I asked John Iannucci to get prices from CAT for a new, or used, bucket. The bucket is easily detachable from the machine, which means that we could keep the new bucket in our new salt structure for use with salt and dry back-fill material, while keeping the older bucket readily available for use with mud and top soil. We were given the opportunity to have a bucket loaned to us for a week this winter, and it worked perfectly to alleviate the issues that we were having with mud. The negative with a used bucket is, of course, previously sustained damage to the bucket. Though the cost of a used bucket is less expensive, after speaking with John, we feel that the savings would not justify the potential issues that we may get with a used bucket.

I do not believe that this has ever been requested in the past, which is why I felt the need to explain our reasons for such a request. If you have any questions, please do not hesitate to contact me.

Sincerely,

**KEVIN ANDERSON  
DPS ACTING DIRECTOR  
14719 SCHAFFER CT.  
SOUTHGATE, MICH. 48195  
OFFICE: 734-258-3076  
CELL: 734-216-4269**

JOSEPH G. KUSPA  
Mayor

JANICE M. FERENCZ  
City Clerk

JAMES E. DALLOS  
Treasurer



## City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI  
Council President

MARK FARRAH

KAREN E. GEORGE

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

March 12, 2021

To the Honorable  
City Council  
Southgate, Michigan 48195

Re: Plumbing Repairs

Ladies and Gentlemen:

It is recommended by the DPS Director and I concur, that the current contract be extended for two years with Quint Plumbing, Wyandotte, Michigan in the amount of \$50.00 per hour weekdays 8am to 5pm and an amount not to exceed \$60.00 per hour after 5pm, Holidays and weekends.

Sufficient funds are available in the various Departmental Budgets to cover costs associated with these repairs.

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

- CITY COUNCIL -

JOHN GRAZIANI  
*Council President*

MARK FARRAH

KAREN E. GEORGE

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

### MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: David Angileri, Assistant City Administrator/Finance Director 

DATE: March 12, 2021

RE: Recommendation for Plumbing Repairs

I have reviewed the above with the Acting DPS Director and concur with his recommendation to extend this contract to Quint Plumbing, 4144 Sixth Street, Wyandotte, Michigan through January 4, 2023 in the amount of:

\$50.00 per hour Weekdays (8am to 5pm)

\$ 60.00 per hour after 5pm, Weekends & Holidays

Adequate funds are budgeted in various department accounts for this purchase. This is the same amount we paid the last eight years.

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**From the Desk of:  
Kevin Anderson  
Acting Director, D.P.S.**

March 2, 2021

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**To: David Angileri  
Finance Director**

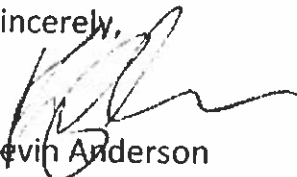
**Re: Bid Extension Recommendation for Plumbing Repairs**

I respectfully request to extend the bid for Plumbing Repairs to **Quint Plumbing & Heating, Inc.** They will extend the pricing on Plumbing Repairs with the city of Southgate for 2 years beginning on January 16, 2021. (current bid expiration is January 16, 2021)

They are our current contractor and have extended their fee schedule for two years. I believe this to be in the best interest of the City as they have always provided excellent service and respond rapidly to all service calls.

If you have any questions, please contact me.

Sincerely,



Kevin Anderson  
Acting Director, DPS

Enclosure

KA/sd



## Quint Plumbing & Heating, Inc

4144 6<sup>th</sup> Street Wyandotte, MI 48192

[www.quintplumbing.com](http://www.quintplumbing.com) Email: [admin@quintplumbing.com](mailto:admin@quintplumbing.com)

Phone: 734-281-1153

Fax: 734-281-0405

January 4, 2021

City of Southgate DPW  
14719 Schaefer  
Southgate, MI 48195

Dear Mr. Anderson:

Quint Plumbing & Heating, Inc. is extending the contract with the City of Southgate for two (2) years beginning January 16, 2021 and ending on January 4, 2023

If you should have any further questions, please feel free to give me a call.

Sincerely,

Quint Plumbing & Heating, Inc.

Michael Quint  
Owner

JOSEPH G. KUSPA  
Mayor

JANICE M. FERENCZ  
City Clerk

JAMES E. DALLOS  
Treasurer



## City of Southgate

- CITY COUNCIL -

JOHN CRAZIANI  
Council President

MARK FARRAH

KAREN E. GEORGE

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

### Memorandum

**To:** Honorable City Council Members

**From:** Dustin Lent, City Administrator

**Date:** March, 12 2021

**Re:** Resolution to extend the Local State of Emergency through April 30th.

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City of Southgate is taking proactive steps in the continued fight against the covid-19 pandemic. This virus has not only challenged our resident's health, but also the economic impact on our businesses and fellow residents. Administration is asking for a resolution to extend the local State of Emergency through April 30, 2021.

This extension is being requested to protect the health and safety of City residents and employees and to create reasonable flexibility to react and take action in regards to Michigan's Open Meetings Act, Southgate Permits, Fees and Ordinances.

This action allows for us to more adequately address the challenges that our residents, employees and business community face as we move into next chapter of this pandemic.

Attached please find the adopted resolution set to expire on March 31, 2021.

Please do not hesitate to contact me with any additional questions.

Your favorable consideration of this matter is requested.

County of Wayne, State of Michigan

RESOLUTION

At a Regular Meeting of the Southgate City Council called to order by Council President Pro-Tem Mark Farrah on December 16, 2020 at 7:00 pm the following resolution was offered:

Moved by Zamecki, supported by Colovos

TO DECLARE "LIMITED STATE OF EMERGENCY"

WHEREAS, the City of Southgate (the "City") is continuing to take proactive steps to mitigate the spread of the novel coronavirus (COVID-19);

WHEREAS, the spread and recovery of COVID-19 falls within definitions of the Emergency Management Act of 1976, Act 390 of 1976, represents an occurrence or threat of widespread or severe damage, injury or loss of life;

WHEREAS, as a result of this ongoing situation and the impact to Southgate's residents and City employees, the City believes it is necessary to authorize the City Mayor or his designee to take steps to protect the health and safety of City residents and employees and to create reasonable flexibility to react and take action in regards to Michigan's Open Meetings Act, Southgate Permits, Fees and Ordinances.;

WHEREAS, it has become necessary based upon the above stated conditions for the City Council to declare by this Resolution a "State of Emergency" as authorized under Section 10 of Act 390, P.A. 1976 and grant the Mayor or his designee the emergency powers and authority provided therein; including: authority to suspend work with or not enforce any or all City Ordinances, regulations, policies, or practices adverse to the health and safety of residents; authority to suspend any activity, program, meeting or service with or without notice; authority to schedule, reschedule, restrict and/or cancel, with or without notice, any meeting of any Commission, or Sub-Committee, including any or all Planning Commission, Board of Zoning Appeals or other City meeting and to otherwise restrict or impose reasonable safeguards for all approved meetings under Senate Bill 1108; authority to terminate or suspend any and alter any permits, licenses, or fees, authority to permit restaurants/banquet facilities and personal service stations to temporarily expand their dining and service areas to outside an establishment due to the hardships imposed by the COVID-19 pandemic.

NOW THEREFORE BE IT RESOLVED, by passage of this Resolution the Southgate City Council, in accordance with Section 10 of Act 390, P.A. 1976, as amended, hereby declares that a "State of Emergency" exists within our jurisdiction as of July 1st, 2020, and that the Mayor, his designee, are hereby granted the above temporary authority and as otherwise provided by statute through March 31st, 2021;

BE IT FURTHER RESOLVED, a certified copy of this resolution will be forwarded by LEIN or facsimile to the Commanding Officer of the Emergency Management Division, Department of State Police (LEIN code: ELES), MSP Special Operations Division (LEIN code: ELOP), and the appropriate EMO District Coordinator, pursuant to Section 10 of Act 390, P.A. 1976, as amended.

Present: Colovos, Farrah, Rauch, Rollet, Zamecki

Excused: George, Graziani

I, Janice M. Ferency, City Clerk of Southgate, do hereby certify that the foregoing is a true, correct and complete copy of a resolution adopted by the Southgate City Council at a regular meeting held on December 18, 2020.

Janice M. Ferency City Clerk



**RESOLUTION No. 114-20**

At a Regular Meeting of the Southgate City Council called to order by Council President Pro-Tem Mark Farrah on December 16, 2020 at 7:00 pm the following resolution was offered:

**Moved by Zamecki, supported by Colovos**

**POLICIES AND PROCEDURES FOR VIRTUAL AND HYBRID MEETINGS**

**WHEREAS**, On October 23, 2020, Governor Gretchen Whitmer signed Senate Bill 1108 into law. This bill allows for remote meetings for any reason through December 31, 2020. Between January 1, 2021 and December 31, 2021, remote meetings and hybrid meeting are allowed under specific circumstances as outlined in SB 1108; and

**WHEREAS**, Michigan's Open Meetings Act, MCL 15.261 et seq., took effect in 1977, part of a nationwide movement to guaranteed public access to government, particularly public policy decisions, to promote a better informed citizenry; and

**WHEREAS**, the OMA was amended by adding section 3a. to include the following:

- Require a public body to establish procedures to accommodate the absence of a member due to a medical condition or a statewide or locally declared state of emergency that would risk the health and safety of members or the public;
- Allow a meeting of a public body to be held electronically and specify that a meeting held in that manner would be subject to the same requirements as an in-person meeting;
- Require an electronically held meeting to be conducted in a manner that permitted two way communication between members and participants;
- Prescribe notice requirements for meetings held electronically;
- Prohibit a public body from requiring a person to register or provide his or her name as a condition of participating in an electronic meeting; and
- Require members of the public to be excluded from participating in a closed session of a public body held electronically, if that session complied with the Act; and

**RESOLVED**, that in accordance with the amendment to the OMA, the City of Southgate adopts the following procedures:

- While under a local state of the emergency, the City of Southgate will hold virtual and /or hybrid meetings of the City Council and City Boards and Commissions.
- For each meeting, the City will utilize Zoom to allow for two-way communications.
- All discussion and deliberation during the virtual meeting shall be done in public. Members are prohibited from other means of communication to discuss issues during the meeting (texting, email, etc.)
- The City will continue to post all meetings 18 hours in advance and the Zoom information will be posted and available to the public for their participation.
- As with past practice, the public will have an opportunity for public participation. The public will need to be recognized by the Council President and may be limited to three minutes. The public will need to identify themselves with their name and address.

City of Southgate  
**County of Wayne, State of Michigan**

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**RESOLUTION No. 114-20**

Page 2.

- During the course of all virtual meetings, the public will conduct itself appropriately so as not to rise to the level of being disorderly or disruptive. Any person speaking out of turn, using foul language, or otherwise being disorderly or disruptive will be ruled out of order and not permitted to participate.

**IT IS FURTHER RESOLVED** that the City of Southgate adopts the policies and procedures contained in this resolution for all virtual and hybrid meetings of the City Council and the various boards and commissions. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution, be and the same are hereby rescinded.

Motion carried unanimously.

Present: Colovos, Farrah, Rauch, Rollet, Zamecki

Excused: George, Graziani

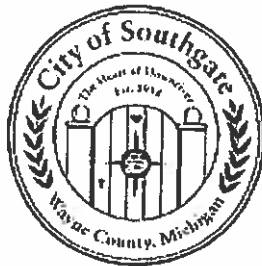
I, Janice M. Ferencz, City Clerk of Southgate, do hereby certify that the foregoing is a true, correct and complete copy of a resolution adopted by the Southgate City Council at a regular meeting held on December 18, 2020.

*Janice M. Ferencz*  
City Clerk

JOSEPH G. KUSPA  
*Mayor*

JANICE M. FERENCZ  
*City Clerk*

JAMES E. DALLOS  
*Treasurer*



## City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI  
*Council President*

MARK FARRAH

KAREN E. GEORGE

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

### Memorandum

To: Honorable City Council Members

From: Dustin Lent, City Administrator

Date: March 11, 2021

Re: Second Reading of Ordinance - "Exterior Inspection upon Transfer"

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The purpose of this ordinance is to help protect the health and safety and welfare of the citizens by attempting to prevent blight, avoid the creation and maintenance of a nuisance and insure minimum maintenance of dwellings. The creation of an "exterior inspection upon transfer" ordinance can affect the general well-being and property values of residents.

The Administration recommends City Council's favorable consideration.

I look forward to City Council's questions and comments.

## **PART FOURTEEN– BUILDING AND HOUSING CODE**

### **TITLE SIX- Miscellaneous Building Regulations**

#### **Chapter 1468 RESIDENTIAL EXTERIOR INSPECTION UPON TRANSFER**

##### **1468.01- Purpose.**

The purpose of this article is to help protect the health, safety and welfare of the citizens by attempting to prevent blight, avoid the creation and maintenance of a nuisance and insure minimum maintenance of dwellings through recognition of how the conditions set forth in this article can affect the general well-being and property values of residents.

##### **1468.02- Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Accessory use* means a garage, shed, pool, gazebo, pigeon coop, doghouse, playhouse, or similar use.

*Certificate of occupancy* means a certificate issued by the building department which certifies that a preliminary inspection by the building department has been conducted and that the dwelling meets the minimum standards required to permit the transfer of a one- or two-family dwelling, as best as can be determined. A current certificate of occupancy is a certificate which has been applied for not more than 30 days before a unit covered by this article is listed for sale, and received prior to the date of transfer.

*Dwelling* means a one- or two-family residential structure and accessory uses located in the city, or any individual family unit cooperatively owned but individually occupied pursuant to a trust, common tenancy or stock ownership in accordance with sections 99 through 109 of Public Act No. 327 of 1931 (MCL 450.99—450.104).

*New dwelling* means a one- or two-family dwelling unit which has never been occupied.

*Owner* shall mean any person, corporation, DBA, or any other legal entity who alone or jointly or severally with others:

- (1) Shall have legal title to any dwelling or dwelling unit, with or without accompanying actual possession thereof; or
- (2) Shall have charge, possession or control of any dwelling or dwelling unit, as owner or agent of the owner, or as executor, administrator, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this article, and of rules and regulations adopted pursuant thereto, to the same extent as if he were the owner.

*Transfer* means the sale or conveyance of title to another for consideration, or the execution of a land contract, the exercise of an option to purchase a dwelling, or, in the case of a cooperative, the change of occupancy in conjunction with a transfer of an interest. A conveyance by lease, gift, devise, or lien foreclosure is not included in this definition. A transfer subject to the terms of a purchase agreement entered into prior to the effective date of this article, is not included in this definition.

Whenever the words "dwelling," "dwelling unit," or "premises," are used in this article, they shall be construed as though they were followed by the words "or any part thereof."

### **1468.03 - Conflict with other ordinances and laws.**

When a provision of this article is found to be in conflict with a provision of any state statute or any zoning, building, fire, safety or health ordinance or code of the city, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail. If a provision of this article is found to be in conflict with a provision of a state statute or any other ordinance or code of the city which establishes a lower standard for the promotion and protection of the health and safety of the people, the provisions of this article shall be deemed to prevail.

### **1468.04- Right of entry, access.**

(a) The building department director or his/her designee is hereby authorized and directed to make exterior inspections to determine the conditions of dwellings, dwelling units and premises, located within the city, in order that they may perform their duty of safeguarding the health and safety of the occupants of dwellings and of the general public. For the purpose of making such inspections, the building department director or his/her designee, is hereby authorized to examine and survey at any reasonable time all exterior dwellings, dwelling units, and premises. The owner or occupant of every dwelling, dwelling unit, or the person in charge thereof, shall give free access to the areas of the exterior premises, including spaces which are enclosed by fencing or other screening described above, at any reasonable time, for the purpose of such exterior inspection, examination and survey.

(b) Every occupant of a dwelling or dwelling unit shall give the owner thereof, or his agent or employee, access to remedy any violation to its exterior premises, including spaces which are enclosed by fencing or other screening described above at any reasonable time, for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this article or with any lawful rule or regulation adopted or any lawful order issued pursuant to the provisions of this article.

### **1468.05– Exterior Inspection and occupancy requirements.**

(a) It shall be unlawful for anyone, including, but not limited to, the owner, attorney, representative, lending institution, title company, real-estate firm, broker, or salesman to assist in consummating a sale, transfer, or other transaction involving real property in the city regardless of where the closing of the sale occurs, without first presenting the purchaser with a copy of an inspection report or certificate of occupancy issued by the building department within six months prior to the date of such sale or transfer.

(b) If the real property is sold without a certificate of occupancy then the purchaser must sign a preoccupancy agreement agreeing to correct all violations shown on the inspection report within six months of the date of the preoccupancy agreement. Preoccupancy agreements may be used for closing purposes only and do not allow occupancy of the premises. The purchaser may assume the responsibility of correcting violations by executing a notarized affidavit to this effect and submitting the affidavit to the building department.

(c) This section does not apply to the individual transfer of property through inheritance where no bona fide sale is intended and the property is occupied by the person or persons receiving the inheritance.

(d) It shall be unlawful for any person to occupy or reoccupy or for any owner or agent thereof to permit the occupation or reoccupation of any building or addition thereto, or part thereof, for any purpose, until occupancy has been approved by the building department.

(1) A certificate of occupancy is issued when all violations noted on the inspection report issued by the building department have been corrected and required repairs have been made.

(2) Escrow Agreement in the event an owner, prospective purchaser, or transferee requests that occupancy be permitted prior to correction of all violations noted on the inspection report, and if the absence of such complete conformance does not, in the judgment of the building department, constitute material health or safety hazards, a conditional occupancy agreement may be issued upon the condition that complete conformance be achieved within a reasonable time specified by the residential services department, but in not more than 90 days. The building department may grant a one-time extension of an additional 90 days for good cause; an extension may be granted only for owner-occupied property.

(e) Non-owner occupied residential property, or portions thereof, shall be inspected and a new certificate of occupancy obtained every three years, or upon change in ownership or tenancy.  
(1422.03e)

#### **1468.06- Disclaimer of liability.**

(a) A certificate of occupancy is not a warranty or guarantee that there are no defects in the dwelling and the city shall not be held responsible for hidden or latent defects, or those not noted in the inspection report.

(b) This inspection of the land use and exterior posture of the structure is limited to visual inspection only. The city does not guarantee or approve by inference any latent, structural, or mechanical defects therein, or such items that are not apparent by visual inspection.

(c) The city shall not assume any liability to any person by reason of the inspections required by this article or the code adopted in this article or the issuance of a certificate of review or a certificate of occupancy.

(d) This inspection is solely for the purpose of permitting the city to continually assess the condition of the city's housing stock, to monitor compliance with the building code, and to encourage owners to improve their properties. Purchasers must rely solely upon the representations and disclosures made by the seller, their own judgment and experience, and the

advice of consultants and advisors of their own selection. Purchasers may not rely upon the city's inspection and reports to represent a full and comprehensive itemization of defects or assume that a certificate of review means that the structure is in full compliance with all local codes.

**1468.06 - Registration; fees.**

Any person intending to transfer a dwelling must first register and make arrangements with the residential inspection department for an inspection of the dwelling, to occur prior to the date of transfer. The fee for the registration and inspection shall be as established by the building department and listed in section 1444.10.

**1468.06- Period of validity of inspection report; issuance of certificate of occupancy.**

If a property is inspected and the sale does not occur, the inspection report is valid for a six-month period. If the owner corrects all violations, a certificate of occupancy will be issued.

**1468.06- Failure to comply; penalty.**

Violation of this article by any person, firm and/or corporation shall be a misdemeanor punishable as provided under section 202.99 of this Code. Each day that the violation continues shall constitute a separate and distinct violation. Nothing in this article constitutes a waiver of the city's right to petition the circuit court for the right to take action to prevent occupancy of a property.

JOSEPH C. KUSPA  
Mayor

JANICE M. FERENCZ  
City Clerk

JAMES E. DALLOS  
Treasurer



## City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI  
Council President

MARK FARRAH

KAREN E. GEORGE

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

### Memorandum

To: Honorable City Council Members

From: Dustin Lent, City Administrator

Date: March 12, 2021

Re: Contract amendment with Carlisle Wortman to include inspections of exterior residential point of sale properties.

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Administration is recommending amending the current contract with Carlisle Wortman to include inspections of exterior residential point of sale properties. The contract will run through June 30, 2022. The retainer fee will increase by \$3,140 per month for a total cost of \$37,680. Carlisle and Wortman will also receive 60% of all inspection fees. The total expense to the city is projected to be net neutral based on the historic average number of house sales in the city of Southgate.

Attached please find the detailed contract amendment from Carlisle and Wortman.

The Administration recommends City Council's favorable consideration.

I look forward to City Council's questions and comments.





**Carlisle | Wortman**  
ASSOCIATES, INC.

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

**AGREEMENT FOR THE ADMINISTRATION AND INSPECTIONS OF EXTERIOR RESIDENTIAL POINT OF SALE PROPERTIES**

**THIS AGREEMENT (“Agreement”)**, entered into this \_\_\_ day of \_\_\_\_\_, 2021 by the City of Southgate, hereinafter referred to as (City) and Carlisle/Wortman Associates, Inc. through its Code Enforcement Services division, hereinafter referred to as the Consultant.

**WHEREAS**, The Client desires to engage the Consultant to provide consulting services in accordance with Section 1.0 of this Agreement.

**NOW, THEREFORE**, In consideration of the foregoing, and of the mutual agreement hereinafter set forth, the parties hereto legally intending to be bound hereby do agree for themselves and their respective successors and assigns as follows:

**SECTION 1.0**

**SERVICES**

**1.1** The Consultant agrees to provide administration and inspection services for exterior residential one and two family structures/property areas that are undergoing a change of ownership. The City retains the right to make changes within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the Agreement sum shall be adjusted accordingly only upon written agreement signed by both parties. All such changes shall be executed under the conditions of the original agreement unless otherwise agreed to in writing.

Specifically, the Consultant will retain trained staff and back up to provide the following services:

**Administration (Minimum of three eight (8) hour days per week at Southgate City Hall)**

- Receive and process applications for inspections of property
- Schedule inspections and re-inspections
- Data entry in BS & A permit system
- Receive phone calls and answer administrative and technical questions
- Submit monthly reports to Administration

Note: The City shall supply an office area within Municipal Building and all necessary computer hardware/software for office and field inspections. This includes printers and printer supplies for both the office and inspectors vehicle along with a tablet to use out in the field.

**Home Sales Exterior Inspection Services (Three eight (8) hour days in the field)**

- Receive and process home sale inspection requests at a specified location within the Municipal Building.
- Conduct inspections and re-inspection's on a scheduled basis.
- Exterior property (sidewalks, drives, patios, decks and accessory structures)
- Primary structure exterior (exterior envelope, utility connections).
- Document all International Property Maintenance Code violations and photograph when necessary.
- Convey the inspection results to the City at the end of each day, or as soon as practicable.
- All payments shall be made to the "City of Southgate".

- 1.2 Quality of Services under this Agreement shall be of the level of professional quality performed by experts regularly rendering this type of service.
- 1.3 The Consultant shall perform its services in compliance with all applicable laws, ordinances, standards and regulations.
- 1.4 Access to the facility by Consultant shall be limited to the normal business hours of the City except under circumstances with prior permission granted by the City Administrator.
- 1.5 Consultant shall assign an individual qualified as a Housing Inspector and is knowledgeable in the International Property Maintenance Code. The individual shall be available within the City for as much time as is needed to fulfill the responsibilities and obligations of this Agreement.
- 1.6 Consultant shall make available trained staff capable of filling in for regular staff when illness, emergency or vacation require an absence of the regular staff.

**SECTION 2.0**

**REPRESENTATION**

It is understood and agreed that Craig Strong, Jennifer Barsnack, or John Enos will represent the Consultant in all matters pertaining to this Agreement. From time to time, the Consultant may employ additional personnel or sub-consultants to assist in the execution of matters pertaining to this Agreement. Unless prior approval is granted by the City the additional personnel or sub-consultants will not be charged to the City.

**SECTION 3.0**

**PAYMENT FOR SERVICES**

3.1 Contract runs through June 30, 2022: \$3,140.00 retainer per month to cover three full days of administration (Monday, Wednesday & Friday) plus 60% of (Point of Sale) inspection fees.

The Consultant shall perform its Services in compliance with all applicable laws, ordinances and regulations.

**3.2 Meeting Attendance/Non-Retainer Services**

For attendance requested by administration at any scheduled Planning Commission, City Commission, or Board of Appeals meeting, or any additional service provided not covered in this Proposal, the Consultant shall charge the following rates:

Principal	\$95/hr.
Housing Inspector	\$65/hr.
Billing will be in 30min increments	

**3.3 Testimony** – For any required court appearance or testimony on a state complaint or in relation to a subpoena or similar matter, consultant shall charge above listed hourly rates. If needed for testimony the consultant shall notify the City Administrator prior to providing said testimony. It is recognized that in some instances notification of the City Administrator will not be possible prior to testimony due to time constraints. In these instances, the City Administrator will be notified as soon as practical after said testimony.

**3.4 Terms of Payment** - The Consultant shall present the City an invoice at the end of each month based on work performed. Invoices shall be paid within thirty (30) days after receipt by the Client.

**SECTION 4.0**

**OWNERSHIP OF MATERIALS**

All documents or other materials prepared by the Consultant under this Agreement shall be considered the property of the City.

**SECTION 5.0**

**INSURANCE AND LIMITATION OF LIABILITY**

**5.1** During the term of this agreement, the Consultant agrees to procure and maintain in effect insurance policies naming the City as an “Additional Insured” in the amounts and with the types of coverage shown below:

1. Professional liability insurance protecting the Consultant and its employees in an amount not less than \$1,000,000.
2. Workers Compensation Insurance in the form and amount required by Michigan law.
3. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.

**5.2** The City and the Consultant shall have no liability to each other for any claim relating to this agreement in excess of the fees and expenses paid to the Consultant. In no event shall the City and the Consultant be liable to each other for indirect, special, incidental or consequential damages, even if the City and the Consultant have been advised of the

possibility of such damages. Except as otherwise specifically provided in this agreement, neither party's liability to the other party under this Agreement shall exceed the total amounts paid or payable by the City under this agreement.

**SECTION 6.0**

**INDEMNIFICATION**

The Consultant shall not be liable to the City for any loss incurred by third parties in the performance of services hereunder unless caused by the Consultant's willful misconduct or negligence.

**SECTION 7.0**

**TERMS OF AGREEMENT**

The term of this Agreement shall be for a period starting from the effective date of the Agreement to June 30, 2022. The agreement may be renegotiated or continued per Section 3.1.

This Agreement may be terminated by either the City or Consultant individually or jointly upon thirty (30) days written notice. Compensation during the notice period would be paid by the City to the Consultant if services are faithfully rendered to the City. However, work during that thirty-day period should be to wrap up and conclude work with no new work started.

**SECTION 8.0**

**MISCELLANEOUS TERMS**

This Agreement may only be amended by written instrument signed by both parties.

If any part or parts of this Agreement is found not to be legally enforceable, then that portion shall be deleted for such circumstance and all other parts shall remain in effect.

The relationship of Consultant to City under this Agreement is that of independent contractor. Neither party shall be deemed to be the respective officers, board members, employees, agents or representatives of the other.

This Agreement shall be construed in all respects in accordance with the laws of the State of Michigan.

The covenants and agreements herein shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto.

This Agreement may be simultaneously executed in counterparts, both of which shall be an original and together shall constitute one and the same instrument.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no other representations, promises or contracts, oral or written, expressed or implied, between the parties with respect hereto.

This Agreement and the rights and obligations hereunder shall not be assignable unless both parties hereto agree in writing to such assignment.

The waiver by either party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement.

Consultant shall comply with the Elliot Larson Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., Chapter 46, sections 46-1 through 46-10 of the Southgate City Code, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, sexual orientation, gender identity/expression, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

**IN WITNESS WHEREOF**, the Consultant and the City execute this Agreement as of the date first set forth in this Agreement.

**WITNESS**

**CLIENT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mayor  
**City of Southgate**  
\_\_\_\_\_

Clerk  
**City of Southgate**

**CONSULTANT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Richard K. Carlisle, AICP  
President  
**Carlisle/Wortman Associates, Inc.**  
\_\_\_\_\_

\_\_\_\_\_  
Craig E. Strong  
Director  
**Code Enforcement Services**  
\_\_\_\_\_