

Southgate City Council Agenda

Council Chambers

14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday January 15, 2020

6:30pm **Work Study Session**

1. Holiday Home Decorating Contest Winners
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 January 2, 2020.
2. Regular City Council Meeting Minutes dated January 2, 2020.

Scheduled Persons in the Audience:

Consideration of Bids:

Scheduled Hearings:

Communications "A" –

1. Letter from the Mayor; Re: Purchase of V-Box Spreader for Water Department Page 5
2. Memo from Administrator; Re: Letters of Agreement Police Chief & Fire Chief Page 9

Communications "B" – (Receive and File)

1. Letter from Mayor; Re: Appointment to Parks & Recreation Commission Page 14

Ordinances:

Old Business:

New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant #1393 \$4,647,243.30

Adjournment:



Janice M. Ferencz, City Clerk

City of Southgate Regular City Council Meeting January 2, 2020

A Regular Meeting of the Council of the City of Southgate was held in the Municipal Council Chambers, 14400 Dix-Toledo Highway, Southgate, Michigan on Wednesday, January 2, 2020 and was called to order at 7:00 PM by Council President John Graziani.

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

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

Absent:

Also Present: Mayor Joseph G. Kuspa, City Administrator Dustin Lent, City Attorney Ed Zelenak, Assistant City Administrator/Finance Director David Angileri, City Clerk Jan Ferencz, Fire Chief Marc Hatfield, DPS Director Bob Tarabula, Building Inspections Director Bob Casanova and Parks & Recreation Director Julie Goddard.

Minutes:

Moved by George, supported Colovos, RESOLVED, that the minutes of the City Council Work Study Session dated December 18, 2019 be approved as presented. Carried unanimously.

Moved by Zamecki, supported by Rollet, RESOLVED, that the minutes of the Regular City Council Meeting dated December 18, 2019 be approved as presented. Carried unanimously.

Communications "A":

1. Letter from City Administrator; Re: Government Support for Brownfield and Development Project moved by Colovos, supported by Rollet, RESOLVED that the Southgate City Council hereby authorizes Governmental support from the City of Southgate to send to EGLE as part of the approval process for the Brownfield and Development Project for the property at the former M&D Mowers.

Motion carried unanimously.

Communications "B":

1. Letter from Mayor; Re: Appointment to Water Board moved by Rauch, supported by George, RESOLVED THAT the Southgate City Council hereby receives and files the appointment letter for the Water Board appointing Brian Wolff Jr. for a term expiring April 2020.

Motion carried unanimously.

Regular City Council Meeting
January 2, 2020

Claims and Accounts:

Moved by Farrah, supported by Rauch, RESOLVED, that Claims and Accounts be paid as outlined on Warrant # 1392 in the amount of \$2,212,416.88.

Motion carried unanimously.

Adjournment:

Moved by George, supported by Colovos, RESOLVED, that this Regular Meeting of the Southgate City Council be adjourned at 7:03 P.M. Carried unanimously.

John Graziani
Council President

Janice M. Ferencz
City Clerk

City Council

Work Study Session

January 2, 2020

An Informal Meeting of the Council of the City of Southgate was held on January 2, 2020 at 6:30 P.M. in the Council Chambers of the Municipal Building, 14400 Dix-Toledo Highway, Southgate, Michigan.

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

Absent:

Also Present: Mayor Joseph G. Kuspa, City Administrator Dustin Lent, City Attorney Ed Zelenak, City Clerk Jan Ferencz, Assistant City Administrator/Finance Director David Angileri, Fire Chief Marc Hatfield, DPS Director Bob Tarabula, Building Inspections Director Bob Casanova and Parks & Recreation Director Julie Goddard.

Discussion took place on the following Agenda Items:

- Government support for Brownfield and Development Project
- Appointment to Water Board

This meeting ended at 6:40 pm.

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

January 10, 2020

To the Honorable
City Council
Southgate, Michigan 48195

Re: Purchase of a V-Box Spreader for the Water Department F-250 Truck

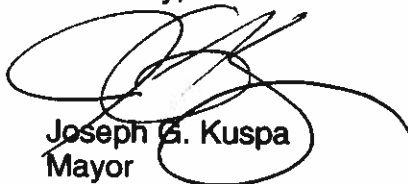
Ladies and Gentlemen:

It is recommended by the DPS Director and I concur with his recommendation to waive the bid process and purchase the V-Box Spreader under the State Bid from Truck and Trailer Specialties, Howell, Michigan in the amount of \$4,998.00.

Sufficient funds are available in the Water Department Budget to cover costs associated with this purchase.

Your favorable consideration of this matter is requested.

Sincerely,



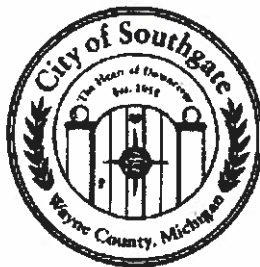
Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
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Treasurer



City of Southgate

- CITY COUNCIL -

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CHRISTOPHER P. ROLLET

MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: David Angileri, Assistant City Administrator/Finance Director 

DATE: January 10, 2020

RE: Recommendation for Purchase of a V-Box Spreader for the Water Department F-250 Truck – State Bid

I have reviewed the above with the DPS Director and concur with his recommendation to award this bid to Truck & Trailer Specialties, Howell Michigan in the amount of \$4,998.00.

Adequate funds are in the Water Department for this purchase.

Acct: 591-000-142-0000: Water & Sewer-Vehicles



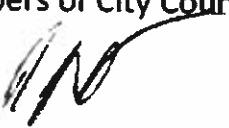
City of Southgate

DEPARTMENT OF PUBLIC SERVICES

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

Memorandum

To: The Honorable Mayor and Members of City Council

From: Robert Tarabula, DPS Director 

Date: January 9, 2020

Re: Request for Waiver of Bid – V-box Spreader

The Department of Public Services request that City Council waive the bid process and award the purchase of V-Box Spreader to Truck and Trailer Specialties, Inc. of 900 General Oaks Drive, Howell, MI 48843 for \$4,998.00. This is through Michigan State Bid RFP-RH-13-030. The finance Director has set aside funds for this purchase.

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

Enclosure

BT/sd

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

December 18, 2019

City of Southgate
14719 Schafer Court, Southgate, MI 48195
Attn: John Iannucci, ph: (734) 216-5639

Equipment Quotation

The following pricing is based on City of Rochester Hills RFP-RH-13-030 contract awarded November 2013

Install Boss Forge 1.5 Stainless V-box Spreader including the following:
Stainless steel construction
Hopper length 70", width 48", height 33"; overall spreader length 98"
1.5 cubic yard capacity
Helical auger feed system with inverted-V
14.5" poly spinner assembly
Electric drive
Dual variable speed controller
Includes box vibrator to prevent tunneling
Includes bungee tarp
Includes rear light kit
Four (4) winch straps for tie-down

Above installed equipment pricing: \$4,998.00 ea.

Payment Terms: Net 30 days. Pricing effective for 45 days.
Pricing does not include any of the Rochester Hills RFQ discounts that may be applicable.
2% discount off total taken at invoice if payment received within 30 days.
FOB: City of Southgate

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Brian Bouwman

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI
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DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

Memorandum

To: Honorable City Council Members

From: Dustin Lent, City Administrator

Date: January 10, 2020

Re: Resolution to Approve the Letters of Agreements with Marc Hatfield & Joseph Marsh

As regulated by Section 64 of the Southgate City Charter, the Administration is respectfully recommending the approval of the Binding Letter of Agreements with both Mr. Marc Hatfield and Mr. Joseph Marsh.

Mr. Marc Hatfield has been a valuable asset to the fire department over the past 21 years, most recently serving as the Senior Fire Captain. Mr. Hatfield with his expertise and experience will continue to move the fire department forward as the new Fire Chief.

Like Mr. Hatfield, Mr. Marsh has been a valuable asset to the City of Southgate. Mr. Marsh has been with the department for the past 17 years, most recently serving as a Police Lieutenant.

Both these individuals have been exemplary employees and I look forward to working with them both in their new roles.

If you have any questions, please give me a call.

BINDING LETTER OF AGREEMENT

THIS LETTER OF UNDERSTANDING is made and entered into this ____ day of January, 2020 by and between **JOSEPH MARSH**, Police Chief, Southgate Police Department (Chief Marsh) and the **CITY OF SOUTHGATE**, a Michigan municipal corporation, located at 14400 Dix-Toledo Road, Southgate, Michigan 48195 (City), and shall become effective between the parties upon execution. This agreement memorializes the terms and conditions applicable to Chief Marsh, effective and continuous from his date of appointment as Chief.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

The Police Chief shall be entitled to the following benefits:

1. Beginning salary of \$98,752.45 effective 1/12/2020, with annual adjustments in base compensation on July 1st of each year starting 7/1/2020, which may reflect those received by the bargaining unit of employees over which the Chief supervises.
2. Considerations, at the discretion of the City Administration, for additional annual adjustments in salary, which when aggregated with number 1 above would be within the range of improvement authorized by City Council for other Department Heads.
3. ALL "allowances" and base wage enhancements, currently being received as of 1/1/2020 including annual "On Call Pay" and "Expense" allowances subject to adjustment in the Command Officers Contract.
4. Except as to number 5 below, ALL other benefits, commonly called "fringe benefits", not less than currently being received as of 1/1/2020, except that all health insurance, including the drug card, will mirror the Command Officers in the Bargaining Unit which the Chief supervises. Fringe benefits may be adjusted if the members the Chief supervises have changes.
5. Executive Latitude Time: shall be provided (at a rate of 8 hours per month on the first of each month) in lieu of compensatory time or overtime. The balance shall reset to zero every July 1st and January 1st. There will be no reimbursement for unused hours.
6. Accumulation of earned vacation days shall not exceed Current Year Plus one year, as of December 31 each year; days accumulated in excess shall be forfeited and not paid.
7. The multiplier will be set at 2.69% for first 25 years and 1% thereafter.
8. Final Average Compensation shall include and be based upon base wage (which shall include out-of-class pay, and shift differential), overtime pay, longevity pay, holiday pay, accumulated and accrued vacation days at the time of retirement, officers training bonus, gun allowance, cleaning and clothing allowance and one half of accumulated sick leave up to a max of (800) hours.
9. There shall be a hard cap of \$80,000.00 after annuity withdrawal. The employee's contribution shall be 10%.
10. Hours of Employment: The normal work schedule shall be Monday through Friday, five (5) eight (8) hour days for a total of forty (40) hours each week. All days shall be eight (8) straight hours and not a split shift.
11. Vacation & Leave Time Requests (including executive latitude and personal business time): Subject to the approval of the City Administrator/Mayor.
12. A City vehicle shall be made available for City related business and may be taken home at night as long as you reside in the City of Southgate.
13. Discipline: In recognition of the fact that the Chief's position must be filled in accordance with Public Act 78, all disciplinary matters regarding the Chief, shall be entitled to the due process provisions and rights articulated in Public Act 78 (Police and Fire Civil Service Act) and the Police Rules and Regulations. The Chief shall have the right to appeal any disciplinary action either directly to the Police and Fire Civil Service Commission or utilize the Binding

Arbitration right that is contained in the labor contracts of the bargaining units of employees over which the Chief shall have supervision. The choice of forum will be at the Chief's discretion.

- 14. If a dispute arises concerning this Agreement or Employee's employment with the Employer in any way, shape or form including, but not limited to, any and all statutory, administrative, discrimination, contract, or any other potential, judicial or other claims, such dispute can be resolved only through binding arbitration pursuant to the terms of this arbitration provision, with the exception of discipline as outlined in Section 13. Within one hundred eighty (180) days of the event or occurrence which gives rise to the dispute, either Employee or the Employer may file a demand for arbitration with the Federal Consultation and Mediation Services ("FCMS"). Such arbitration shall be conducted in accordance with FCMS's commercial arbitration rules (except as modified herein). Such arbitration shall be heard by a single Michigan arbitrator. The determination of the arbitrator shall be binding upon both the Employer and Employee. All expenses, costs, administrative filing fees and arbitrator's fees shall be shared equally by the Employer and Employee. The parties further agree that they will comply with the terms of this arbitration provision and any award rendered by the arbitrator, and that a judgment of a court having jurisdiction may be entered upon the award as long as the arbitrator does not exceed their authority or jurisdiction. This arbitration agreement specifically includes, but is not limited to, statutory claims of employment discrimination.
- 15. Liability Insurance: Shall be provided to cover all lawsuits arising from conduct undertaken within the scope of employment.

This Agreement constitutes the entire understanding of the parties and supersedes any prior agreements, oral understandings, resolutions or statements of intent. This agreement may not be changed, modified or altered in any manner except as mutually agreed to by the parties in writing. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new Contract.

This Agreement shall be governed by the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives this day of January____, 2020.

CITY OF SOUTHGATE, MICHIGAN
A Municipal Corporation

Joseph Kuspa
Mayor

WITNESS

By: _____
Joseph G. Kuspa, Mayor

Witness

Joseph Marsh
Police Chief

WITNESS

By: _____
Joseph Marsh, Police Chief

Witness

BINDING LETTER OF AGREEMENT

THIS LETTER OF UNDERSTANDING is made and entered into this ___ day of January 2020 by and between **Marc Hatfield**, Fire Chief, Southgate Fire Department (Chief Hatfield) and the **CITY OF SOUTHGATE**, a Michigan municipal corporation, located at 14400 Dix-Toledo Road, Southgate, Michigan 48195 (City), and shall become effective between the parties upon execution. This agreement memorializes the terms and conditions applicable to Chief Hatfield effective and continuous from his date of appointment as Chief.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

The Fire Chief shall be entitled to the following benefits:

1. Beginning salary of \$98,752.45, with annual adjustments in base compensation on July 1st of each year starting 7/1/2020, which may reflect those received by the bargaining unit IAFF Local 1307 which the Chief supervises.
2. Considerations, at the discretion of the City Administration, for additional annual adjustments in salary, which when aggregated with number 1 above would be within the range of improvement authorized by City Council for other Department Heads.
3. ALL "allowances" and base wage enhancements, currently being received at time of appointment including annual "On Call Pay" and "Expense" allowances subject to adjustment in the IAFF Local 1307 contract.
4. Except as to number 6 below, ALL other benefits, commonly called "fringe benefits", not less than currently being received at time of appointment, except that all health insurance, including the drug card, will mirror the IAFF Local 1307 Unit which the Chief supervises. Fringe benefits may be adjusted if the members the Chief supervises have changes.
 - a. Regular and seniority vacation time shall be credited on January first of each year.
 - b. Bonus vacation time will be accrued at a rate of five (5) eight hour days.
 - c. The Fire Chief shall be entitled to fifteen (8) hour sick days per year. These days will be credited January first of each year.
5. Accumulation of earned vacation days shall not exceed Current Year Plus one year, as of December 31 each year; days accumulated in excess shall be forfeited and not paid.
6. Executive Latitude Time: shall be provided (at a rate of 8 hours per month on the first of each month) in lieu of compensatory time or overtime. The balance shall reset to zero every July 1st and January 1st. There will be no reimbursement for unused hours.
7. The multiplier will be set at 2.69% for first 25 years and 1% there after.
8. Final Average Compensation shall include and be based upon base wage (which shall include out-of-class pay, and shift differential), overtime pay, longevity pay, holiday pay, accumulated and unused vacation days at the time of retirement, food allowance and cleaning and clothing allowance and one half of accumulated sick leave up to a max of (100) days.
9. There shall be a hard cap of \$80,000.00 after annuity withdrawal. The employee's contribution shall be 10%.
10. Hours of Employment: The normal work schedule shall be Monday through Friday, five (5) eight (8) hour days for a total of forty (40) hours each week. All days shall be eight (8) straight hours and not a split shift.
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Rules and Regulations. The Chief shall have the right to appeal any disciplinary action either directly to the Police and Fire Civil Service Commission or utilize the Binding Arbitration right that is contained in the labor contracts of the bargaining units of employees over which the Chief shall have supervision. The choice of forum will be at the Chief's discretion.

14. If a dispute arises concerning this Agreement or Employee's employment with the Employer in any way, shape or form including, but not limited to, any and all statutory, administrative, discrimination, contract, or any other potential, judicial or other claims, such dispute can be resolved only through binding arbitration pursuant to the terms of this arbitration provision, with the exception of discipline as outlined in Section 13. Within one hundred eighty (180) days of the event or occurrence which gives rise to the dispute, either Employee or the Employer may file a demand for arbitration with the Federal Consultation and Mediation Services ("FCMS"). Such arbitration shall be conducted in accordance with FCMS's commercial arbitration rules (except as modified herein). Such arbitration shall be heard by a single Michigan arbitrator. The determination of the arbitrator shall be binding upon both the Employer and Employee. All expenses, costs, administrative filing fees and arbitrator's fees shall be shared equally by the Employer and Employee. The parties further agree that they will comply with the terms of this arbitration provision and any award rendered by the arbitrator, and that a judgment of a court having jurisdiction may be entered upon the award as long as the arbitrator does not exceed their authority or jurisdiction. This arbitration agreement specifically includes, but is not limited to, statutory claims of employment discrimination.

15. Liability Insurance: Shall be provided to cover all lawsuits arising from conduct undertaken within the scope of employment.

This Agreement constitutes the entire understanding of the parties and supersedes any prior agreements, oral understandings, resolutions or statements of intent. This agreement may not be changed, modified or altered in any manner except as mutually agreed to by the parties in writing. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new Contract.

This Agreement shall be governed by the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives this day of **January** _____, **2020**.

CITY OF SOUTHGATE, MICHIGAN
A Municipal Corporation

WITNESS

By: _____
Joseph G. Kuspa, Mayor

Witness

Marc Hatfield
Fire Chief

WITNESS

By: _____
Marc Hatfield, Fire Chief

Witness

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

January 8, 2020

To The Honorable
Southgate City Council
Southgate, Michigan 48195

Re: Appointments to Boards/Commissions

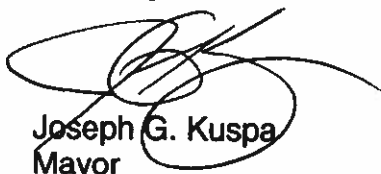
Ladies and Gentlemen:

Please be advised I have made the following appointment:

Parks & Recreation Commission – for a term expiring April 2020

Chelsey Burke 15675 Cameron

Sincerely,



Joseph G. Kuspa
Mayor

Cc: Janice Ferencz, City Clerk

JGK/law