

Southgate City Council Agenda

Council Chambers

14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday June 2, 2021

WEB MEETING @ <https://us02web.zoom.us/j/85896807853>

CALL-IN @ + 1-312-626-6799 Passcode:85896807853#

6:30pm **Work Study Session**

1. Officials Reports
2. Discussion of 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 May 19, 2021
2. Regular City Council Meeting Minutes dated May 19, 2021

Scheduled Persons in the Audience:

Consideration of Bids:

1. Letter from Mayor; Re: Underground Storage Tanks – Removal & Replacement Page 9

Scheduled Hearings:

Communications “A” –

- | | |
|---|---------|
| 1. Letter from Mayor; Re: Police Training Equip – Waiver of Bid | Page 14 |
| 2. Memo from Administrator; Re: Addendum to Interlocal Agreement – SINC | Page 17 |
| 3. Memo from Administrator; Re: Sale of Property – 14386 Pennsylvania Rd | Page 33 |
| 4. Letter from Mayor; Re: Flooring for Fire Watch Room – Waiver of Bid | Page 48 |

Communications “B” – (Receive and File)

Ordinances:

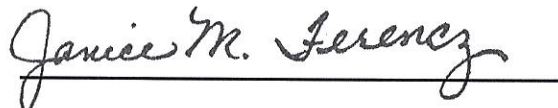
Old Business:

New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant #1426 \$1,056,173.93

Adjournment:



Janice M. Ferencz, City Clerk

Work Study Session

May 19, 2021

*An Informal Meeting of the Council of the City of Southgate was held on May 19, 2021 at 6:30 P.M
(Due to the Covid-19 virus, this meeting was via Zoom pursuant to our Local State of Emergency to co-
inside with Wayne County.*

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

Absent:

Also Present: Mayor Joseph G. Kuspa, City Administrator Dustin Lent, City Attorney Brandon Fournier, Assistant City Administrator/Finance Director David Angileri, City Treasurer James Dallos, 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

Discussed the following agenda items:

- 2021/2022 Proposed Budget
- User Charge System for Southgate-Wyandotte Drainage District
- Appointments to Library Commission
- Appointment to Board of Review
- Carpeting at District Court
- Ordinance Update

This meeting ended at 6:47 pm.

City of Southgate Regular City Council Meeting May 19, 2021

A Regular Meeting of the Council of the City of Southgate was held on Wednesday, May 19, 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, PURSUANT TO WAYNE COUNTY AND LOCAL STATE OF EMERGENCY.**)

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

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

Absent:

Also Present: Mayor Joseph G. Kuspa, City Administrator Dustin Lent, City Attorney Brandon Fournier, Assistant City Administrator/Finance Director David Angileri, City Treasurer James Dallos, 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.

Minutes:

Moved by Colovos, supported George, RESOLVED, that the minutes of the City Council Work Study Session dated May 5, 2021 be approved as presented. Carried unanimously.

Moved by Rauch, supported by Zamecki, RESOLVED, that the minutes of the Regular City Council Meeting dated May 5, 2021 be approved as presented. Carried unanimously.

Moved by Zamecki, supported by Rauch, RESOLVED, that the Public Hearing Proposed Water/Sewer minutes dated May 5, 2021 be approved as presented. Carried unanimously.

Moved by George, supported by Zamecki, RESOLVED, that the Public Hearing Southgate-Wyandotte Drainage District minutes dated May 5, 2021 be approved as presented. Carried unanimously.

Moved by Rauch, supported by George, RESOLVED, that the Public Hearing Mayor's Proposed Budget minutes dated May 5, 2021 be approved as presented. Carried unanimously.

Communications "A":

1. Memo from ACA/Finance Director; Re: Mayor's 2021/2022 Proposed Budget moved by Farrah, supported by Rauch, RESOLVED THAT the Southgate City Council hereby approves the proposed concurs with the recommendation of Administration and hereby authorizes a 1% Administrative Fee be established as part of the FY 2021/2022 Budget; and, FURTHER BE IT RESOLVED, authorization that the following Millage Rates be levied for the 2021/2022 Fiscal year Budget:

General Operating	10.1022
Rubbish	2.4242
Act 345 Retirement	10.3360
Library	.8800
Parks & Rec of 2017	0.9966
Act 359 of 1925	0.0650
Roads	<u>1.9268</u>

Total Summer Levy 26.7308

Regular City Council Meeting May 19, 2021

WHEREAS, the Mayor's proposed budget for fiscal year 2021/2022 was submitted on March 26, 2021 to the City Council of Southgate and a copy thereof filed with the City Clerk's Office for Public Review; and,

WHEREAS, on May 5, 2021 the City Council of Southgate held a public hearing on the proposed budget for fiscal year 2021/2022; and,

WHEREAS, THE City Council, based on a recommendation from the Mayor, established the tax rates for General Fund operations and indebtedness.

NOW, THEREFORE, BE IT RESOLVED, pursuant to Article 5, Section 97, of the City of Southgate Charter that the City Council of Southgate hereby approves the fiscal year 2021/2022 operating budget by activity, as presented by the Mayor and revised by Council and implemented through the following policies and specifications as the official budget for the City of Southgate for the fiscal year beginning July 1, 2021.

I. **ADOPTION BY FUND, AND ACTIVITY WITHIN EACH FUND**

The budget is hereby adopted by fund and department within each fund as follows:

101 General Fund Revenues

Taxes	17,282,460
Licenses and Fees	729,250
State Revenue Sharing	3,795,477
Charges for Services	634,400
Fines and Forfeits	1,336,000
Interest, Rents and Royalties	660,000
Miscellaneous	70,000
Transfers-In	1,205,359
Total Revenue	25,712,946

101 General Fund Expenditures

<u>Department #</u>	<u>Name</u>	<u>Budget</u>
101	City Council	38,558
136	District Court	1,317,763
171	Executive	259,705
191	Elections	23,900
209	Assessor	197,250
210	Attorney	151,500
215	City Clerk	165,158
220	Municipal Employees Civil Service	500
221	Police and Fire Civil Service	11,500
223	Finance	493,463
253	Treasurer	241,918
299	General Government	3,429,802
301	Police Department	8,611,411
336	Fire Department	4,958,008
371	Building	589,176
400	Planning Commission	18,500
426	Police Reserves	5,040
441	Public Services	1,898,982
442	City Garage	612,086
528	Sanitation	1,597,750

Regular City Council Meeting

May 19, 2021

672	Senior Citizen	84,972
751	Recreation	603,652
803	Historical Museum	2,200
965	Transfers-Out	400,000

Total Expenditures	25,712,794
---------------------------	-------------------

<u>Fund #</u>	<u>Name</u>	<u>Budget Expend.</u>
202	Major Street	1,532,552
203	Local Street	719,000
204	Municipal Street	605,000
208	Park & Recreation	688,020
211	Southgate/Wyandotte O & M	5,000,000
245	Water and Sewer Public Improvements	1,000,000
246	District Court Public Improvements	65,000
248	CDBG	40,000
260	Indigent Defense	186,266
249	Building Dept.	180,000
271	Library	652,071
305	Building Authority	772,030
494	DDA	239,796
495	TIFA	711,813
584	Golf Course	337,800
591	Water and Sewer	10,388,260
677	Workers Comp	120,000
734	Severance Reserve	140,000

II. APPROPRIATION NOT A MANDATE TO SPEND

Appropriations will be considered the maximum authorization to incur expenditures and not a mandate to spend.

III. LIMIT ON OBLIGATIONS AND PAYMENTS.

No obligation shall be incurred against and no payment shall be made from any appropriation account unless there is sufficient unencumbered balance in the appropriation, and sufficient funds are or will be available to meet this obligation.

IV. No obligation shall be incurred against and no payment shall be made from any appropriation account for additional full time and/or part time employees, unless sufficient funding is first appropriated to meet this obligation.

V. CONFORMITY WITH PERVIOUS ACTIONS.

The City Council rescinds any prior actions not in conformity with the above stated policies and specifications.

VI. Restate Fund Balances:

Regular City Council Meeting

May 19, 2021

Yeas: Colovos, Farrah, George, Graziani, Rauch, Rollet, Zamecki

Absent: none

Nays: None

Motion: 7 - 0

Motion carried unanimously.

2. Memo from ACA/Finance Director; Re: User Charge System for Southgate-Wyandotte Drainage District moved by Rollet, supported by George, RESOLVED THAT the Southgate City Council approves the apportionment of the costs of the operating, maintaining and replacing facilities of the Southgate-Wyandotte Drainage District, as follows:

WHEREAS, the costs of operating, maintaining and replacing facilities, constructed by the Southgate-Wyandotte Relief Drain Drainage District have been apportioned by the Wayne County Drainage Board in accordance with Sections 468, 469 and 478 of the Michigan Drain Code, Act 40 of Michigan Public Acts of 1956, as amended and Section 14a of Act 51 of Michigan Public Acts of 1951, as amended, and in accordance with the Federal Water Regulations promulgated there under (Title 40 Code of Federal Regulations, Part 35); and,

WHEREAS, the City of Southgate is empowered by Section 490 of the Michigan Drain Code, Act 40 of Michigan Public Acts of 1956, Section 9 of Act 211 of Michigan Public Acts of 1956, and City of Southgate Charter Section 162 to enact user service charges for the Southgate-Wyandotte Relief Drain Drainage District by ordinance; and,

WHEREAS, the collection of such user service charges is necessary to fund the repair, operation and maintenance of the facilities of the Southgate-Wyandotte Relief Drain Drainage District and is essential to the public health, safety and welfare of users of said Southgate-Wyandotte Relief Drain Drainage District; and,

WHEREAS, a Public Hearing regarding the proposed user service charge apportionments promulgated by the Wayne County Drainage Board and the individual user service charges derived there from was held by the City Council, City of Southgate on May 5, 2021 and notice given to all the residents within the benefiting geographic area by publication in the local newspaper; and,

WHEREAS, such Public Hearing was held by the City Council to entertain views and comments from interested individuals regarding the individual user service charges for fiscal year July 1, 2020 through June 30, 2021.

NOW, THEREFORE, BE IT RESOLVED, that the City of Southgate does hereby adopt the following apportionment of costs of operating, maintaining and replacing facilities constructed by the Southgate-Wyandotte Relief Drain Drainage District as proposed by the Wayne County Drainage Board:

City of Southgate, MI	42.708 %
City of Wyandotte, MI	50.322 %
State of Michigan	1.804 %
County of Wayne	<u>5.166 %</u>
TOTAL	100.00 %

Regular City Council Meeting

May 19, 2021

BE IT FURTHER RESOLVED that the City of Southgate:

- a) Affirms that the City's cost of operating and maintaining the Southgate-Wyandotte Drainage District for fiscal year July 1, 2021 through June 30, 2022 is estimated to be \$1,051,348; and,
- b) Affirms that the City's cost of modernization and automation of the Southgate-Wyandotte Drainage District Treatment Facilities along with the Barberry Relief Sewer for fiscal year 07.01.21 through 06.30.22 are estimated to be \$1,328,000, and,
- c) Assesses such annual costs less excess Fund Balance to benefiting property owners in compliance with the user charge formula **as identified in Exhibit A and attached hereby and incorporated herein by reference; and,**
- d) Confirms the roll for all persons whose name appears on the tax rolls as owning land within the Southgate-Wyandotte Drainage District as prepared by the City Clerk and Finance Department and on file within City Hall incorporated herein by reference in its entirety.

BE IT FURTHER RESOLVED that user charges have been or shall be levied on the summer tax rolls of the owners of real property within the geographic areas as follows:

North: Brest Avenue,
South: Pennsylvania Road,
East: Fort Street, and
West: Generally comprised by the area commencing with McCann (on the south side) to Eureka, to Reeck, tol-75;

BE IT FURTHER RESOLVED, that the City of Southgate does hereby re-adopt the individual user charge formula, which formula is attached hereto as Exhibit A and incorporated herein in its entirety by reference thereto, which formula shall be kept in the Office of the City Clerk for review by any interested party.

BE IT FURTHER RESOLVED, that any individual who is aggrieved by the user charge formula adopted here in or aggrieved by the application of said formula to their property shall file a notice of same with the City Engineer, within twenty-eight (28) days of the annual adoption of the user charge, who shall review the complaint and make a recommendation to the City Council. The City Council shall deny, affirm, or modify such user charges in accordance with its rules. **The effective date of this Resolution shall be May 5, 2021 (the Public Hearing, in this regard, was May 5, 2021.)**

Motion carried unanimously.

- 3. Letter from Mayor; Re: Appointments to Library Commission moved by Colovos, supported by Zamecki, RESOLVED that the Southgate City Council concurs with the Mayor's appointments of David Grubbs (12895 Edison, Southgate, MI 48195) and Kim Guentner (12122 Churchill, Southgate, MI 48195) to the Library Commission for a term expiring April 2024.

Motion carried unanimously.

- 4. Letter from Mayor; Re: Appointment to Board of Review moved by Zamecki, supported by George, RESOLVED that the Southgate City Council concurs with the Mayor's appointment of Maria Schieltz (18705 Walnut, Southgate, MI 48195) to the Board of Review for a term expiring June 2024.

Motion carried unanimously.

Regular City Council Meeting

May 19, 2021

5. Letter from Mayor; Re: Carpeting at District Court moved by Farrah, supported by Zamecki, RESOLVED that the Southgate City Council waives the bid procedures and approves purchase of carpeting at the District Court to Jabros Carpet One (13460 Northline Road, Southgate, MI 48195) in the amount of \$54,291.11)

Motion carried unanimously.

6. Memo from Clerk; Re: Ordinance Update moved by George, supported by Zamecki, RESOLVED that the Southgate City Council hereby waives the first reading and gives the second reading to adopt an ordinance adopting the 2020 supplements to the City of Southgate Code of Ordinances. This ordinance will be otherwise known as Ordinance 1018.

Motion carried unanimously.

Claims and Accounts:

Moved by Farrah, supported by Rauch, RESOLVED, that Claims and Accounts be paid as outlined on Warrant #1425 in the amount of \$1,367,864.98.

Motion carried unanimously.

Adjournment:

Moved by George, supported by Farrah, RESOLVED THAT this Regular Meeting of the Southgate City Council be adjourned at 7:12 P.M. Carried unanimously.

John Graziani
Council President

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

May 26, 2021

To the Honorable
City Council
Southgate, Michigan 48195

Re: Underground Storage Tanks – Removal & Replacement

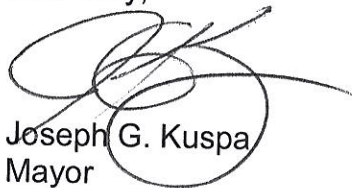
Ladies and Gentlemen:

It is recommended by the City Engineer and I concur, that the contract for the removal and replacement of underground storage tanks be awarded to TSP Environmental Services, Inc., Redford, Michigan, in the amount of \$307,003.40 plus a 15% contingency of \$46,050.51 for a total of \$353,053.91. It is the lowest bid and in the best interest of the City.

Sufficient funds are available in the Major and Local Street Funds to cover costs associated with this bid.

Your favorable consideration of this matter is requested.

Sincerely,



Joseph G. Kuspa
Mayor

JGK/law

page 19

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

MEMORANDUM

TO: The Honorable Mayor and City Council

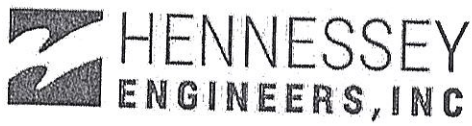
FROM: David Angileri, Assistant City Administrator/Finance Director 

DATE: May 25, 2021

RE: Recommendation Underground Storage Tanks Removal & Replacement

I have reviewed the above and concur with the City Engineers to award this Contract to the low bidder TSP Environmental Services Inc., Redford, Michigan in the amount of \$307,003.40 plus a 15% contingency of \$46,050.51 for a total of \$353,053.91.

Adequate funds are budgeted in the Major and Local Street Funds to cover this contract.



May 25, 2021

Mr. Dustin Lent, City Administrator
City of Southgate
14400 Dix-Toledo Highway
Southgate, Michigan 48195

**Re: DPS Underground Storage Tanks Removal & Replacement
Recommendation of Contract Award
City of Southgate
Hennessey Project No. 13120**

Dear Mr. Lent:

As you are aware, the City of Southgate opened bids on Tuesday, April 6, 2021 for the above referenced project and received bids from three (3) of the four (4) contractors that picked up contract documents. Attached is a copy of the bid tabulation.

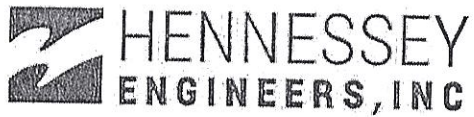
Our office has reviewed the three (3) bids received and in summary, bids received were as follows:

Contractor	Bid Amount
• TSP Environmental Services, Inc.	\$307,003.40
• Phoenix Environmental	\$339,000.00
• R.W. Mercer Company	\$407,307.20

This project involves the removal and replacement of three (3) underground storage tanks and related appurtenances, removing, salvaging and re-installing fuel dispensers and light poles, along with removing and replacing concrete pavement and the concrete fuel island. The project location is in the City of Southgate's Department of Public Services Yard. The project start is dependent upon the manufacturing and delivery of the new underground storage tanks.

References were provided by the low bidder, TSP Environmental Services and its subcontractor, Kelly Maintenance Company, as requested. Discussions with the contractor and reviewing these references, we find that TSP Environmental Services and Kelly Maintenance Company has performed the same type of work in other communities and is more than capable to complete this project in the City of Southgate

Therefore, based upon the outcome of the bids and references, it is our office's recommendation to award the DPS Underground Storage Tanks Removal and Replacement Project to TSP Environmental Services, Inc. in the amount of \$353,053.91, which includes a 15% contingency of \$46,050.51. If you have any questions, please do not hesitate to contact me at any time.



Mr. Dustin Lent
DPS Underground Storage Tanks Removal & Replacement
Recommendation of Contract Award

May 25, 2021
Page 2

Very Truly Yours,

HENNESSEY ENGINEERS, INC

A handwritten signature in cursive script, reading 'John M. Miller'.

John M. Miller
Construction Manager

Enclosure

cc: Honorable Mayor Joseph Kuspa, City of Southgate
City Council Members, City of Southgate
Dave Angileri, Finance Director, City of Southgate
Kevin Anderson, DPS Acting Director, City of Southgate
John J. Hennessey, P.E., Vice-President, Hennessey Engineers, Inc.

**CITY OF SOUTHGATE - DPS UNDERGROUND STORAGE TANKS REMOVAL & REPLACEMENT
PROJECT NO. 13120**

Line Number	Description	Estimated Amount	Unit	Unit Price in Figures	Line Total	Unit Price in Figures	Line Total
1	Audio/Video Route Survey	1	LSUM	\$920.00	\$920.00	\$3,080.00	\$3,080.00
2	Remove Concrete Pavement	380	SYD	\$19.00	\$7,220.00	\$11.58	\$4,400.40
3	Remove, Salvage & Re-Install Light Poles	2	EACH	\$1,700.00	\$3,400.00	\$1,500.00	\$3,000.00
4	Remove, Salvage & Re-Install Fuel Dispensers	2	EACH	\$3,500.00	\$7,000.00	\$1,500.00	\$3,000.00
5	Remove UST Contents (Assume empty w/3" of product or less in each tank)	1	LSUM	\$2,375.00	\$2,375.00	\$3,520.00	\$3,520.00
6	Remove UST's & Related Appurtenances	1	LSUM	\$11,440.00	\$11,440.00	\$12,100.00	\$12,100.00
7	Remove Non-Hazardous Contaminated Material	150	CYD	\$75.00	\$11,250.00	\$35.25	\$5,287.50
8	Remove Non-Hazardous Contaminated Groundwater	12,000	GAL	\$0.70	\$8,400.00	\$0.44	\$5,280.00
9	Provide UST Systems Design for Review & Approval	1	LSUM	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
10	Install Underground Storage Tanks	1	LSUM	\$204,200.00	\$204,200.00	\$220,394.70	\$220,394.70
11	Adjusting Structures	2	EACH	\$1,145.00	\$2,290.00	\$1,980.00	\$3,960.00
12	Reconstructing Structures	3	VFT	\$3,035.00	\$9,105.00	\$550.00	\$1,650.00
13	Drainage Structure Wrap	1	EACH	\$189.00	\$189.00	\$550.00	\$550.00
14	Catch Basin Frame & Cover	1	EACH	\$1,670.00	\$1,670.00	\$4,620.00	\$4,620.00
15	Sub-grade Undercutting	15	CYD	\$24.60	\$369.00	\$55.00	\$825.00
16	21A-A Limestone Aggregate Base, 8-inch	380	SYD	\$18.27	\$6,942.60	\$17.38	\$6,604.40
17	Non-Reinforced Concrete Pavement, 7-inch	380	SYD	\$53.56	\$20,352.80	\$121.00	\$45,980.00
18	Construction Observation	\$488.00	DAYS	10	\$4,880.00	21	\$10,248.00
TOTAL BID AMOUNT					\$3307,003.40		\$339,000.00

* = Correction in bid calculations determined by HEI

TSP Environmental Services, Inc.
25000 Capital
Redford, MI 48239

Phoenix Environmental
12815 Premier Center Court
Plymouth, MI 48170

R.W. Mercer Company
2322 Brooklyn Road PO box 180
Jackson, MI 4920

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

May 26, 2021

To the Honorable
City Council
Southgate, Michigan 48195

Re: Police Training Equipment – Waiver of Bid

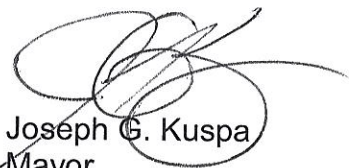
Ladies and Gentlemen:

It is recommended by the Director of Public Safety and I concur, to waive the bid process for the purchase of UTM Training Equipment and award the bid to Michigan Police Equipment in the amount of \$4,773.40. Michigan Police Equipment is a direct distributor of UTM equipment and has been a reliable vendor in the past.

Sufficient funds are available in the Police Department State Forfeiture Fund to cover costs associated with this purchase.

Your favorable consideration of this matter is requested.

Sincerely,



Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate

- CITY COUNCIL -

JOHN CRAZIANI
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: May 26, 2021

RE: Recommendation for Police Training Equipment

I have reviewed the above with the Director of Public Safety for the purchase of Police Training Equipment from Michigan Police Equipment, Charlotte, Michigan, in the amount of \$4,773.40

Adequate funds are available in the Police Department State Drug Forfeiture Account for this purchase.

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

MEMO

To: Honorable Mayor Kuspa

From: Police Administration – Director Joe Marsh

Re: **Request for Waiver of bid/Purchase approval**

Date: May 20th, 2021

Dear Mayor,

The Police Department is requesting to purchase the following training equipment from Michigan Police Equipment. This equipment will allow us to increase the quality of our officer training, provide more realistic scenario based training, and provides us with an alternate method of training which is necessary due to the projected nationwide ammunition shortage. The equipment we are requesting to purchase is Ultimate Training Munitions (UTM) equipment which provides non-lethal training ammunition. These munitions are easier to purchase on the market. Michigan Police Equipment, which is a direct distributor of UTM, and a reliable vendor with us in the past, has provided us a quote for the following: (4) Glock 19T UTM pistols totaling \$1,816.00, 2,900 UTM 9MM Rounds at \$1,757.40, (8) UTM Protective gloves for \$336.00, (6) UTM protective face masks for \$570.00, and (6) UTM protective helmets for \$294.00, the total purchase will be \$4,773.40.

It is my recommendation that the purchase of UTM Training Equipment be awarded to Michigan Police Equipment located at 6521 Lansing Road, Charlotte, MI 48813 in the amount of \$4,773.40. With your concurrence, I respectfully request this item be placed on the City Council's agenda for the meeting scheduled on June 2nd, 2021 for the purposes of a waiver of bid request and purchase approval. This purchase would be made utilizing State Forfeiture Funds. The purchase falls within the guidelines that govern the use of these funds. Adequate funding exists in our State Forfeiture Account to cover this cost.

Sincerely,



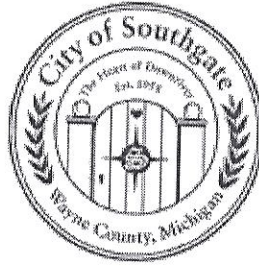
Joseph L. Marsh
Director of Public Safety

cc: Finance Director, City Administrator, Public Safety Commission (7), file

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 DL

Date: May 27, 2021

Re: Addendum to Interlocal Agreement for Shared Information Network Consortium (SINC)

In October of 2019 council approved the Interlocal agreement for shared information network consortium (SINC). Computer and IT services are a vital part in the public safety department and joining forces with many other downriver communities to help defer cost and streamline information is a very valuable asset. Attached please find an addendum to that agreement that changes the systems fiduciary from the City of Trenton to the new Fiduciary Downriver Mutual Aid. All other terms and conditions of the original Agreement between the parties shall remain in full force and effect.

Your favorable consideration of this matter is requested.

**ADDENDUM TO
INTERLOCAL AGREEMENT FOR
SHARED INFORMATION NETWORK CONSORTIUM**

THIS ADDENDUM ("Addendum") **TO INTERLOCAL AGREEMENT FOR SHARED INFORMATION NETWORK CONSORTIUM** ("Agreement") is made and entered into this ____ day of _____, 20____, by and between the Downriver Mutual Aid ("DMA"), the City of Trenton ("Trenton") and the Charter Township of Brownstown ("Brownstown"), the Township of Grosse Ile ("Grosse Ile"), the City of Flat Rock ("Flat Rock"), the City of Rockwood ("Rockwood"), the City of Gibraltar ("Gibraltar"), the City of Riverview ("Riverview"), the City of Allen Park (Allen Park), the City of Lincoln Park (Lincoln Park), the City of River Rouge (River Rouge), the City of Southgate (Southgate), the City of Wyandotte (Wyandotte), and the City of Woodhaven ("Woodhaven") (collectively referred to as "Participating Communities" and singularly referred to as "Participating Community") pursuant to MCL 124.501 et seq. and_____.

WHEREAS, the parties to the original Agreement participate in a computer system ("Management Information System" or "MIS") to assist their respective law enforcement agencies in the assembly, retention and retrieval of data, essential to the operations of their agencies and in order to address deficiencies in their individually existing systems, pursuant to a Binding Letter Agreement dated 1999; and

WHEREAS, the City of Trenton has historically served as the System's Fiduciary Host, and has determined it necessary and appropriate to discontinue its role as Fiduciary Host of the System; and

WHEREAS, the parties to the original Agreement wish to amend the original Agreement as it relates to the administration of the MIS so that the Downriver Mutual Aid shall replace the City of Trenton as Fiduciary Host of the MIS system; and

WHEREAS, it is the further agreement of the parties that the DMA shall be paid a yearly administration fee, with such fee being paid from the MIS System account; and

WHEREAS, the parties wish to set forth the basis for their further understanding and agreement as to financial obligations and operations in this Agreement as it relates to the administration of the System.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. That the Downriver Mutual Aid (DMA) shall replace the City of Trenton as the System Fiduciary Host for all purposes under the original Agreement of the parties and this Addendum;
2. That, as the Fiduciary Host, the DMA shall be paid the sum of Ten Thousand Dollars (\$10,000.00) per year with such fee being paid from the MIS System account;
3. That excepting the above referenced amendments, all other terms and conditions of the original Agreement between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement as of the day and year first above written.

CITY OF ALLEN PARK

By: _____

Its: Mayor

By: _____

Its: Clerk

**CHARTER TOWNSHIP OF
BROWNSTOWN**

By: _____

Its: Supervisor

By: _____

Its: Clerk

CITY OF FLAT ROCK

By: _____

Its: Mayor

By: _____

Its: Clerk

CITY OF GIBRALTAR

By: _____

Its: Mayor

By: _____

Its: Clerk

TOWNSHIP OF GROSSE ILE

By: _____

Its: Supervisor

By: _____

Its: Clerk

CITY OF RIVERVIEW

By: _____

Its: Mayor

By: _____

Its: Clerk

CITY OF RIVER ROUGE

By: _____

Its: Mayor

By: _____

Its: Clerk

CITY OF SOUTHGATE

By: _____

Its: Mayor

By: _____

Its: Clerk

CITY OF LINCOLN PARK

By: _____

Its: Mayor

By: _____

Its: Clerk

CITY OF WOODHAVEN

By: _____

Its: Mayor

By: _____

Its: Clerk

CITY OF ROCKWOOD

By: _____

Its: Mayor

By: _____

Its: Clerk

CITY OF TRENTON

By: _____

Its: Mayor

By: _____

Its: Clerk

CITY OF WYANDOTTE

By: _____

Its: Mayor

By: _____

Its: Clerk

DOWNRIVER MUTUAL AID

By: _____

JAMES PERRY
Its: Executive Director

SINC MEETING MINUTES
Wednesday, April 7th, 2021 Via Zoom

In Attendance:

Allen Park PD:	Chief Chris Egan
Brownstown PD:	Chief Jeff Watson, Dep. Chief Gordon May
Ecorse PD:	Dir. Joseph Thomas Jr.
Flat Rock PD:	Lt. Jerry Page
Gibraltar PD:	Chief Matt Lawyer
Grosse Ile PD:	Dep. Chief Brent Hardin
Huron Twp PD:	
Lincoln Park PD:	Chief Ray Watters
Melvindale PD:	
River Rouge PD:	
Riverview PD:	Chief Ron Beggs, Lt. Rich Troup
Rockwood PD:	Chief Randy Krause
Southgate PD:	Chief. Mydlarz, Dir. Joe Marsh
Trenton PD:	Dep. Chief Mike Oakley
Woodhaven PD:	Chief Rob Toth
Wyandotte PD:	Chief Brian Zalewski
DCC/DMA:	Bob Heck, Lorree Smith, Bob Matthews

CALL TO ORDER—Chief Watson called the meeting to order.

MOTION TO APPROVE MEETING MINUTES FROM MARCH 3RD, 2021 BY DEP. CHIEF OAKLEY AND SECONDED BY CHIEF MYDLARZ. ALL IN FAVOR.

MOTION TO APPROVE MEETING AGENDA FOR APRIL 7TH, 2021 BY CHIEF ZALEWSKI AND SECONDED BY CHIEF BEGGS. ALL IN FAVOR.

INTRODUCTIONS— None.

OLD BUSINESS— Bob Matthews reported that functionality training took place two week ago on the SINC training project and mobile train the trainer last week. A few glitches were found on the Tyler side and are being worked on. This week will be corrections train the trainer. There were a few problems with permissions at Wyandotte, but it seems to be resolved. CAD is a 12-hour block of training and is scheduled for the week of the 21st.

Chief Watson gave a SINC fiduciary update regarding the transition over to DCC from City of Trenton. He sent out the addendum that was received. Everyone should have received it. Bob Matthew reported the next steps in the process once this group approves the transition would be approval by the MATF board of directors at their next meeting. If approved there, all the signatures will take place. A motion to approve the addendum and the transition to DCC for this group was suggest by Chief Watson.

MOTION TO APPROVE SINC FIDUCIARY ADDENDUM REGARDING DCC AS THE SINC FIDUCIARY AND RELATED COSTS BY CHIEF TOTH, 2ND BY CHIEF KRAUSE. ALL IN FAVOR.

NEW BUSINESS— Chief Watson requested approval of the transfer of the NETMOTION Licenses from the SMIA group to SINC and the invoice (#104967) for \$3,479.50 related to that transfer of updated software version.

MOTION TO APPROVE BY CHIEF MYDLARZ, 2ND BY DEP. CHIEF HARDIN. ALL IN FAVOR

Chief Watson requested approval to pay Tyler invoice (130-11209) for Brazos Hosting Fee for \$7,214.00 out of the general SINC funds.

MOTION TO APPROVE BY CHIEF ZALEWSKI, 2ND BY CHIEF MYDLARZ, ALL IN FAVOR.

Chief Watson requested approval for the payment of Tyler invoice (130-17924) in the amount of \$1,844.28 for New World Project Management out of the general SINC funds.

MOTION TO APPROVE BY DEP. CHIEF OAKLEY, 2ND BY LT. PAGE, ALL IN FAVOR.

Chief Watson requested approval for payment of Tyler invoice (130-119110) for E911 Interface Installation for \$1,764.00 out of the general SINC funds.

MOTION TO APPROVE BY CHIEF EGAN, 2ND BY CHIEF ZALEWSKI, ALL IN FAVOR.

Chief Watson requested approval for payment of Tyler invoice (130-119508) for New World Installation Service fee for Forms Modification of Field Reports for \$4,408.00 out of the general SINC funds.

MOTION TO APPROVE BY CHIEF KRAUSE, 2ND BY CHIEF TOTH. ALL IN FAVOR.

Chief Watson requested approval for payment for Tyler invoice (130-119067) for New World Project Management for \$1,844.28 out of general SINC funds.

MOTION TO APPROVE BY CHIEF MYDLARZ, 2ND BY LT. PAGE, ALL IN FAVOR.

Chief Watson requested approval for payment for Tyler invoice (130-119663) for New World Project Management for \$1,844.28 out of general SINC funds.

MOTION TO APPROVE BY CHIEF ZALEWSKI, 2ND BY CHIEF MYDLARZ, ALL IN FAVOR.

Chief Watson requested approval for payment to Zoho Corporation Manage Engine quote (66004.31S) for ManageEngine Plus Software (CJI required) for 2 SINC File Servers for \$745.00 out of the general SINC funds.

MOTION TO APPROVE BY DEP. CHIEF OAKLEY, 2ND BY LT. PAGE, ALL IN FAVOR.

Chief Watson discussed Lt. Lafayette (Brownstown PD) to assist with agencies with help creating forms such as tow cards and domestic forms.

Public Comment—None.

CLOSED MEETING – Motion by Chief Toth, 2nd by Chief Krause. All in favor.

ADJOURNMENT—Adjournment by Chief Toth and seconded by Chief Zalewski. The next meeting is scheduled for May 5th following DMATF meeting via Zoom.

**INTERLOCAL AGREEMENT FOR
SHARED INFORMATION NETWORK CONSORTIUM**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this 14th day of October, 2019, by and between the City of Trenton ("Trenton") and the Charter Township of Brownstown ("Brownstown"), the Township of Grosse Ile ("Grosse Ile"), the City of Flat Rock ("Flat Rock"), the City of Rockwood ("Rockwood"), the City of Gibraltar ("Gibraltar"), the City of Riverview ("Riverview"), the City of Allen Park (Allen Park), the City of Lincoln Park (Lincoln Park), the City of River Rouge (River Rouge), the City of Southgate (Southgate), the City of Wyandotte (Wyandotte), and the City of Woodhaven ("Woodhaven") (collectively referred to as "Participating Communities" and singularly referred to as "Participating Community") pursuant to MCL 124.501 et seq. and _____

WHEREAS, the original parties to this Agreement are using a computer system ("Management Information System" or "MIS") to assist their respective law enforcement agencies in the assembly, retention and retrieval of data, essential to the operations of their agencies and in order to address deficiencies in their individually existing systems, pursuant to a Binding Letter Agreement dated 1999; and

WHEREAS, Brownstown has offered to coordinate efforts on behalf of the parties to secure and operate the MIS as a replacement system on an extended lease program, provided that the parties to the Agreement enter into a sublease arrangement for equipment, software, and system administration with Brownstown for a co-terminus period; and

WHEREAS, the parties wish to set forth the basis for their further understanding and agreement as to financial obligations and operations in this Agreement.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. General The parties enter into this joint agreement for the establishment, operation and administration of a Management Information System (MIS) to serve the law enforcement agencies of the respective Participating Communities, which system shall include such equipment

2. Charter Members. Those communities which initially executed an Agreement prior to 2018 shall be construed as a Charter Member for purposes of this Agreement.

3. Host. The parties agree that for the 5-year term of this Agreement, Brownstown shall act as, and provide the services of, the "Host" which shall house and manage the primary server. Pursuant to a covenant by each Participating Community to reimburse Trenton for its pro rata share as set forth in this Agreement, Trenton shall enter the primary lease for the initial necessary equipment and software license with Tyler Technologies ("Supplier"). All acquisition costs of joint equipment and software shall be pro-rated in accordance with a Schedule (attached) (adjusted to reflect those communities which subsequently become Participating Communities), and reimbursed to Trenton by each Participating Community in advance of the Supplier's payment due date. Standard Software Maintenance Costs shall be pro-rated among the Participating Communities and paid based upon the total number of enforcement personnel as reported by the Downriver Mutual Aid Task Force of the Participating Communities as identified in Schedule D. All joint recurring costs shall be pro-rated among Participating Communities and billed by Trenton to the Participating Communities upon receipt of Supplier's invoice, and payment shall be made by Participating Communities on or before Supplier's due date. Delinquent payments shall be subject to a pass through of Supplier's interest plus 1%. Any Participating Community that remains in arrears for more than 90 days, or is in arrears more than 3 times in any one calendar year, shall be expelled.

4. Equipment and Software. The initial equipment and software to be utilized in the formation of the Management Information System shall be set forth in Schedule A. Brownstown shall be responsible for securing the necessary space and managing that equipment necessary for the operation of the central server and of general benefit to the Participating Communities. Each Participating Community shall be responsible for acquiring, maintaining, and administering that equipment and software utilized solely at their site. A more detailed description of the general joint responsibilities, including costs and those which are specific to individual Communities, shall be set forth in further detail in a separate Schedule made a part of this Agreement.

Any additional members to the charter members shall bear all initial costs assessed by the software supplier including, but not limited to software licensing, data conversion, jurisdiction configuration and training.

It is agreed that Brownstown shall operate a server for the Participating Communities, to serve as a backup for computer aided dispatch ("CAD") in the event of failure or maintenance down time of the primary server, and that the cost of such server shall be a joint expense of the Participating Communities. In the event of a long-term failure, (more than one hour), participating communities shall send a representative to staff the back-up CAD position.

In no event shall Brownstown use the server located in its community for purposes unrelated to the MIS, without the consent of the Board, and then only upon payment of an additional fee equivalent to the value of such use.

5. Administration. The SINC Board shall appoint a System Administrator with the general responsibilities of administering and maintaining the system. The expense of the System Administrator, as charged to the Participating Communities, shall be established by the Board as part of the budget review. As a custodian and supervisor having access to highly sensitive and confidential information, the System Administrator shall act in a fiduciary capacity with respect to Participating Communities and be accountable to the Board of Directors ("Board") for the protection of the data.

6. Board of Directors.

A. The consortium of Participating Communities shall be governed by a Board of Directors consisting of one representative as designated by resolution of each Participating Community which has executed this Agreement and remains in "good standing" with the consortium. (A Participating Community in "good standing" shall include those Communities whose agreements have not expired or terminated, or whose membership has not been suspended by the Board for misuse of the system or delinquency in the payment of any financial obligation.)

B. Voting. A representative of a Participating Community shall cast as many votes as set forth in the following calculation.

1. Voting will be computed on the financial contribution of a Participating Community and total enforcement personnel as reported by the Downriver Mutual Aid Task Force as identified in Schedule D.
2. Each Charter Member shall be entitled to five additional votes in recognition of their status as a Charter Member. After the 5 year

initial period, each community vote will be computed on financial contribution and personnel as reported by the Downriver Mutual Aid Task Force identified in Schedule D.

The configuration of status and voting strength shall be set forth in a Schedule to this Agreement.

C. Rules and Regulations. The Board shall meet and adopt such additional rules of governance as it may desire, or as may be required for the management and administration of the MIS.

7. Expenditures. Approval of any matters involving the expenditure of joint funds or the undertaking of an additional financial obligation shall require approval by two-thirds (2/3) of the votes eligible to be cast by the Board, including special assessments levied against any Participating Community for items or services not of general benefit to the entire consortium.

8. Individual Expenses. Any individual Participating Community may undertake an additional expense or obligation for the purposes of supplementing or upgrading its individual system, provided that such changes do not adversely affect the other Participating Communities.

9. Budget. The Board of the Participating Communities shall by the 30th of June of each year, or such other fiscal year as may be adopted by resolution of the Board, consider and adopt an operations budget ("Budget") for the forthcoming year. The Budget shall be prepared with the input and assistance of the System Administrator and such other consultants as may be retained by the Board. Adoption of the Budget shall require approval by two-thirds (2/3) of the votes eligible to be cast by the Board after review by the respective legislative bodies of the Participating Communities. Notwithstanding the adoption of a Budget, the initial obligations for the acquisition or lease of equipment, software and service for the MIS, shall be binding upon the Participating Communities and may not be negated by action of the Board. Each participating Community will contribute sufficient funds to cover their fiduciary responsibility as set forth in Schedule D. Trenton shall maintain a ledger of technology funds contributed by the 33rd District Court Communities, who may then use those funds for law enforcement technology purchases including Standard Software Maintenance Agreement (SSMA) costs and will account for expenses and any fund excesses that the Participating Community may acquire. This ledger will be made available yearly, in April for budgetary purposes. SSMA (standard software maintenance

agreement) will be billed to each Participating Community as outlined in Schedule D established financial contribution.

10. Withdrawal of a Participating Community. No Participating Community shall be permitted to withdraw and avoid the initial financial obligations set forth in this Agreement unless those responsibilities are assigned to, and assumed by, another community whose admission is approved by two-thirds of the total votes which can be cast, and upon payment of the transfer fee in the amount of 10% of the initial obligation of the withdrawing Community. In the event of an assignment to another community, any new incremental costs shall be paid in advance and the pro rata share of each Participating Community shall be re-calculated based upon each Participating Community's then current population as set forth in the most recently reported Downriver Mutual Aid Task Force report of total enforcement personnel.

11. Admission of Additional Participating Communities. In the absence of an assignment of interest to an Assignee as set forth above, admission of new Participating Communities shall be upon application and approval by a majority vote, provided that such new Participating Community shall absorb any additional onetime costs associated with joining. Additionally, any new Participating Communities admitted shall be assigned their pro rata share of any continuing obligations, based upon a re-calculation of the formula.

12. Individual Community Responsibilities. Each Participating Community shall be responsible for its own set up, providing its own security, running its own system queries and performing its own transactional audits and such other duties. Additionally, each Participating Community shall be required to send their own system's manager or operator or his/her designee to training workshops sponsored by Tyler Technologies.

13. Training. In the event a Participating Community is not able to attend group training sessions, it will be responsible for securing its own individual training at its own cost. In subsequent years, the number of hours of required training will be reviewed and revised based on available upgrades and Supplier's recommendations. Additional group training will be a joint financial responsibility of the Participating Communities, and incorporated in the annual budget. Participating Communities whose representatives are unable to attend the group training will be responsible for securing their individual training, at its expense.

14. Data Access. The types of data accessible by each Participating Community to the MIS shall be tiered into categories established by the Board, which tiers shall reflect the appropriate security, sensitivity, and confidentiality of the data. Rules of data input and retrieval shall be dependent upon the category of information and shall be reviewed and modified from time to time by the Board as deemed necessary.

15. Renewal. Subsequent to the original term, upon the anniversary dates of the execution by a majority of the Parties who are Charter Members, this Agreement shall be automatically renewed for an additional one-year period unless a Participating Community provides notice to the Board, in writing, that it does not wish to renew. Those Participating Communities electing not to renew this Agreement, (or any superseding agreement adopted by the Board), shall have their participation discontinued upon expiration. All historical data held by the MIS during the initial term shall remain part of the System, however, copies of any such data input by the withdrawing Participating Community, may be copied or transferred to that Community's replacement system at the sole expense of the withdrawing Community.

16. Freedom of Information Act. Any data entered into the MIS shall become and be solely the property of the contributing Participating Community for purposes of the Michigan Freedom of Information Act (FOIA) with each Community granting to each other Participating Community, consent to its use and review in accordance with the standards and protocols set forth herein. No Participating Community is authorized to, or may, release data input by another Community pursuant to a FOIA request, without the express written consent of the contributing Community. In the event a request under the provisions of the FOIA is received by any Participating Community for the release of data which is input by another community, notice of such request shall immediately be given to the inputting Community so as to permit a response within the time frame required under the law. The inputting Community shall respond appropriately to the FOIA request in a timely fashion. Any response other than unqualified release of the information shall be copied to the Participating Community which originally received the request. The inputting Community shall hold any other Participating Communities harmless from and against any and all claims for damages or other relief, including actual attorneys' fees, arising from the inputting Community's response, or lack thereof, unless due to a failure by a Participating Community to immediately forward a FOIA request to the inputting Community.

17. Formation of Authority. Nothing herein shall prohibit the Participating Communities from converting the present arrangement to a Municipal Emergency Services Authority established pursuant to Public Act No. 57 of 1988, for the provision of Management Information Services upon the unanimous consent of the Board, provided that any and all financial responsibilities for the then current MIS which have been assumed by Trenton, are and can be assigned to such Authority and that the Authority, in assuming those obligations specifically releases, holds harmless and indemnifies Trenton from any such further obligation except as a member of the Authority, in a manner and form acceptable to, and approved by, legal counsel for the City of Trenton. Such approval shall not be unreasonably withheld.

18. Default.

A. Upon the occurrence of an event of default, the Administrator shall notify the Board immediately. The Board shall advise the Participating Community of the event of default in writing and provide said defaulting Participation Community fifteen (15) days to remedy the default. If compliance has not occurred within the fifteen (15) days, or substantial action taken to remedy the default within that time frame, the Board may suspend the defaulting Participating Community from continued participation and seek any other remedies set forth herein or available in law or equity.

B. An event of default shall be defined as:

- i. the failure of Trenton to make the primary lease payment for the server system;
- ii. failure by a Participating Community to timely make payments set forth herein or otherwise meet its financial obligations;
- iii. misuse of the system in violation of the primary or sublease, this agreement or the laws of the State of Michigan;
- iv. violation of any material covenant, responsibility or provision set forth in this Agreement.

19. Governing Law. This Agreement shall be governed by the laws of the State of Michigan and is performable and shall be enforceable in Wayne County, Michigan.

19. Governing Law. This Agreement shall be governed by the laws of the State of Michigan and is performable and shall be enforceable in Wayne County, Michigan.

20. Entire Agreement: This Agreement constitutes the entire agreement 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 agreed to in writing.

21. Survivability. In the event of termination of this Agreement, the following sections shall survive and continue to apply: Sections 2, 3, 5, 14, 16, and 20.

22. Authorization. The signatories below are duly authorized by the respective governing boards to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement as of the day and year first above written.

CITY OF ALLEN PARK

By: William B. Matlock

Its: Mayor

By: Michael D. Maggi

Its: Clerk

Dated: September 30, 2019

CITY OF FLAT ROCK

By: _____

Its: Mayor

By: _____

Its: Clerk

Dated: _____

CHARTER TOWNSHIP OF
BROWNSTOWN

By: _____

Its: Supervisor

By: _____

Its: Clerk

CITY OF GIBRALTAR

By: _____

Its: Mayor

By: _____

Its: Clerk

CITY OF SOUTHGATE

By:  _____

Its: Mayor

By:  _____

Its: Clerk

Dated: _____

CITY OF TRENTON

By: _____

Its: Mayor

By: _____

Its: Clerk

Dated: _____

CITY OF WYANDOTTE

By: _____

Its: Mayor

By: _____

Its: Clerk

Dated: _____