

Southgate City Council Agenda

Council Chambers

14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday March 3, 2021

WEB MEETING @ <https://us02web.zoom.us/j/89843788065>

CALL-IN @ + 1-312-626-6799 Passcode: 89843788065

6:30pm Work Study Session

1. New Ordinance – Exterior Inspection upon Transfer
2. Officials Reports
3. 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 February 17, 2021
2. Regular City Council Meeting Minutes dated February 17, 2021

Scheduled Persons in the Audience:

Consideration of Bids:

Scheduled Hearings:

Communications "A" –

- | | |
|--|---------|
| 1. Letter from ACA/Finance Dir.; Re: Copier/Printers Service and Supplies Program | Page 10 |
| 2. Letter from Mayor; Re: Recommendation for Purchase of Courtroom Audio
Recording Equipment (RFP) | Page 15 |
| 3. Memo from Administrator; Re: Contract Amendment with Dave Tree Golf's contract to
Include Pro Shop's operation | Page 24 |
| 4. Letter from Court Administrator; Re: Appointment of Magistrate | Page 37 |

Communications "B" – (Receive and File)

Ordinances:

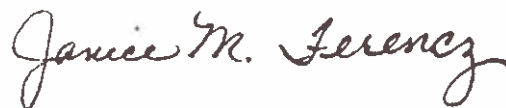
Old Business:

New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant #1420 \$ 5,664,894.96

Adjournment:



Janice M. Ferencz, City Clerk

City Council

Work Study Session

February 17, 2021

**An Informal Meeting of the Council of the City of Southgate was held on February 17, 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).**

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

Absent: *Dale Zamecki, *excused

Also Present: Mayor Joseph G. Kuspa, City Attorney Ed Zelenak, Assistant City Administrator/Finance Director David Angleri, 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:

- Request for Public Hearings
- Proposed Schedule – FY 21/22 Budget Process
- 2021 Street Sectioning Pavement Repair Program
- Bid Waiver DPS Heat Detection System
- Government Support for Brownfield and Development Project
- Appointment to DDA
- Appointment to Ethics Board

This meeting ended at 6:48 pm.

City of Southgate

Regular City Council Meeting

February 17, 2021

A Regular Meeting of the Council of the City of Southgate was held on Wednesday, February 17, 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.

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

Absent: *Dale Zamecki, *excused

Also Present: Mayor Joseph G. Kuspa, City Administrator Dustin Lent, City Attorney Ed Zelenak, 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.

Minutes:

Moved by Colovos, supported by George, RESOLVED, that the minutes of the City Council Work Study Session dated February 3, 2021 be approved as presented. Carried unanimously.

Moved by Rollet, supported by Rauch, RESOLVED, that the minutes of the Regular City Council Meeting dated February 3, 2021 be approved as presented. Carried unanimously.

Communications "A":

1. Memo from ACA/Finance Director; Re: Request for Public Hearings moved by George, supported by Rollet, RESOLVED THAT the Southgate City Council hereby schedules Public Hearings to be held on Wednesday, May 5, 2021 to entertain views and comments from interested individuals for 1) The Southgate - Wyandotte Operation / Maintenance / Capital and 2) the proposed increase to the Water and Sewer rates to become effective July 1, 2021.

Motion carried unanimously.

Memo from ACA/Finance Director; Re: Proposed Schedule - FY 21/22 Budget Process moved by Farrah, supported by Rollet, RESOLVED THAT the Southgate City Council hereby approves the proposed schedule regarding the process for review and approval of the budget for fiscal year commencing July 1, 2021 as follows:

Budget Workshop:	Saturday	April 17, 2021	8:00 a.m.
Public Hearing on Budget:	Wednesday	May 5, 2021	7:00 p.m.
Adoption of Budget by City Council:	Wednesday	May 19, 2021	7:00 p.m.

Motion carried unanimously.

2. Letter from Mayor; Re: 2021 Street Sectioning Pavement Repair Program moved by Farrah, supported by Colovos, RESOLVED THAT the Southgate City Council hereby extends the 2021 season at 2018 bid rates for Street Sectioning Pavement Repair Program to GV Cement Contracting Company (2000 Dix-Toledo Road, Brownstown, MI 48183). BE IT FURTHER RESOLVED THAT sufficient funds are available in the various department accounts to cover costs associated with this bid.

Motion carried unanimously.

Regular City Council Meeting

February 17, 2021

3. Letter from Mayor; Re: DPS Heat Detection system (Waiver of Bid) moved by Rollet, supported by Rauch; RESOLVED THAT the Southgate City Council waives the bid procedure and authorizes purchase of a Heat Detection System with Johnson Controls Security Solutions LLC (1115 East Whitcomb Ave., Madison Heights, MI 48071) in the amount of \$6,881.39.

Motion carried unanimously.

4. Memo from Administrator; Re: Government Support for Brownfield and Development Project moved by George, supported by Colovos; RESOLVED THAT the Southgate City Council hereby amends the letter of support for Brownfield and Development Project to include the parcel located at 12805 Balsam, Southgate, MI 48195 as part of the grant process to EGLE.

Motion carried unanimously.

5. Letter from Mayor; Re: Appointment to DDA moved by Rauch, supported by George, RESOLVED THAT the Southgate City Council concurs with the Mayor's appointment of Lauren Moser (15070 Dix-Toledo Road, Southgate, MI 48195) to the Downtown Development Authority for a term expiring December 2024.

Motion carried unanimously.

Communications "B":

1. Letter from Mayor; Re: Appointment to Ethics Board moved by Rauch, supported by Rollet, RESOLVED THAT the Southgate City Council hereby receives and files the Communications B.

Motion carried unanimously.

Claims and Accounts:

Moved by Farrah, supported by George, RESOLVED, that Claims and Accounts be paid as outlined on Warrant # 1419 in the amount of \$11,073,095.81.

Motion carried unanimously.

Adjournment:

Moved by Colovos, supported by Farrah, RESOLVED THAT this Regular Meeting of the Southgate City Council be adjourned at 7:10 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

Memorandum

To: Honorable City Council Members

From: Dustin Lent, City Administrator

Date: February 26, 2021

Re: New Ordinance - "Exterior Inspection upon Transfer"

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, rooming 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 dwellings, dwelling units, rooming units and premises. The owner or occupant of every dwelling, dwelling unit, rooming unit, or the person in charge thereof, shall give free access to such dwelling, dwelling unit or rooming unit and its premises, at any reasonable time, for the purpose of such 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 any part of such dwelling or dwelling unit, or its premises, 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 G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI
Council President

MARK FARRAH

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BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

February 24, 2021

Honorable City Council
14400 Dix-Toledo Rd.
Southgate, Michigan 48195

Ladies and Gentleman:

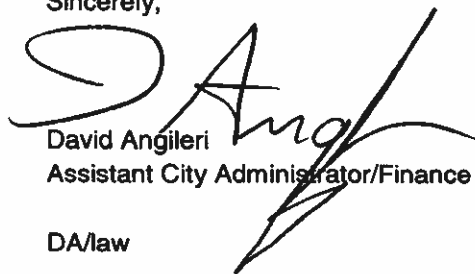
In a continuing effort to decrease expenses related to printers and copiers throughout the City, Laura Walsh, the Mayor's office Administrative Assistant, and I have met on several occasions with Michigan Office Solutions. Michigan Office Solutions is our current vendor for our printers and copiers. MOS has come up with a program for us which would net us a savings of over \$9,200.00 per year on service and supplies for our printers and copiers. Listed below are the program benefits:

- One Invoice for all copying and printing devices
- Guaranteed Maintenance Agreement will cover all existing Devices for Service, Labor, Parts and Consumables, except for Paper.
- Guarantees working equipment or like replacement will be provided by MOS (includes all owned assets)
- Access to MOS Help Desk for all device concerns and needs.
- Dynamic and Flexible Program that grows with our needs.
- City of Southgate may add or remove printers/copiers at any time.
- State Bid

This agreement would be a 5 year agreement.

We feel this program would be a benefit to the City and are asking the council to please authorize the Mayor and City Clerk to sign the agreements. Your concurrence with this would be greatly appreciated.

Sincerely,



David Angileri
Assistant City Administrator/Finance Director

DA/law



Proposal

MAXIMIZING YOUR TECHNOLOGY INVESTMENT



We are dedicated to continuing our partnership with strategic solutions for your long-term success.

City of Southgate
February 2021

MOS
Page 11
Michigan Office Solutions

Volume Summary

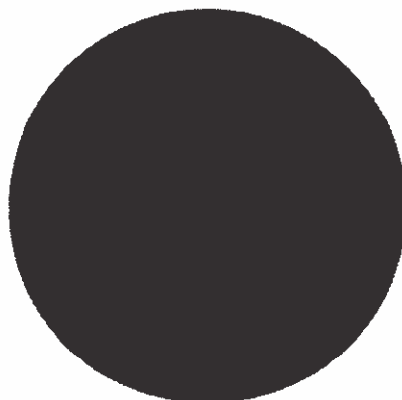


24 Months

Billing Period	BLK	CLR
1/24/19-4/23/19	143,104	14,802
4/24/19-7/23/19	113,528	12,802
7/24/19-10/31/19	132,098	19,397
11/01/19-1/31/20	106,859	20,205
2/01/20 - 4/30/20	130,025	10,687
5/01/20 - 7/30/20	89,900	5,930
7/31/20 - 10/29/20	109,601	10,377
10/30/20-1/27/21	95,615	9,738
Monthly Average	34,380	3,925

USAGE

■ BLK Pages ■ CLR Pages



BLK Pages	34,380	90%
CLR Pages	3,925	10%

PROPOSAL

MAXIMIZING YOUR TECHNOLOGY ENVIRONMENT

New Print Environment

- Complete Fleet Refresh for the City
- Upgrade 12 machines on current lease
- Add 14 new devices in the Court
- Right size the Maintenance Contract
- Keep 39 devices on Maintenance Contract

Current Environment:

SERVICE CATEGORY	B/W VOLUME	COLOR VOLUME	CURRENT SPEND
Devices 43	60,000	3,500	\$3,364.84

Proposed Environment:

SERVICE CATEGORY	B/W VOLUME	COLOR VOLUME	COSTS
Devices - 62	54,000	5,000	\$2,597.21

Projected savings, based on current usage:

Monthly Savings:

\$767.63

Yearly Savings:

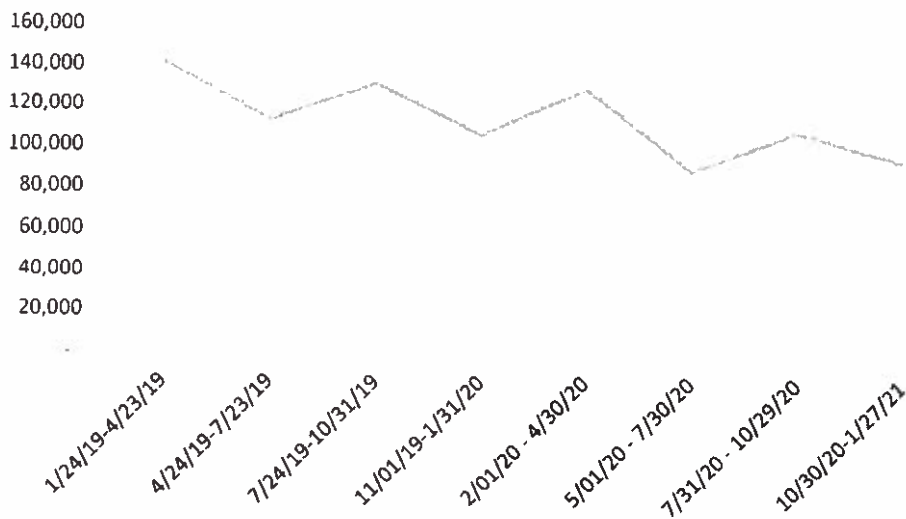
\$9,211.56

Volume Trends by BIK and CLR Meter

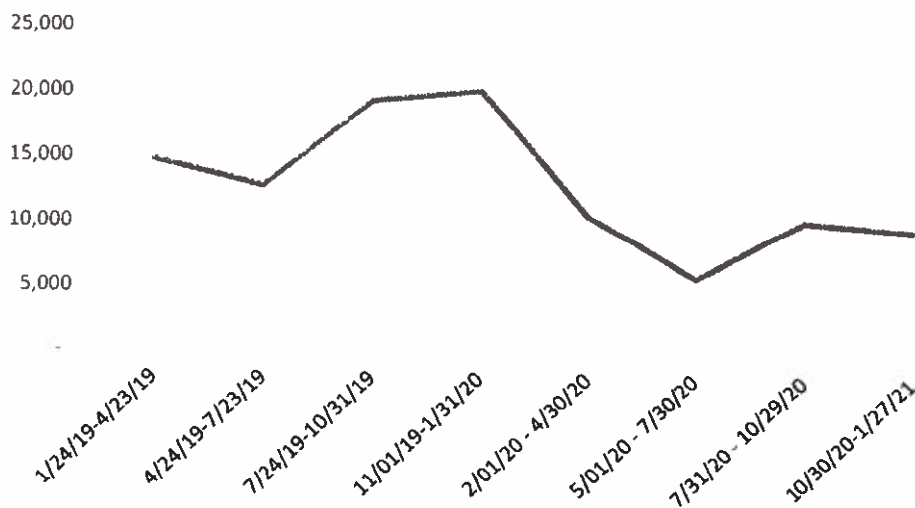


24 Months

BLK



CLR



JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI
Council President

MARK FARRAH

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BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

February 25, 2021

To the Honorable
City Council
Southgate, Michigan 48195

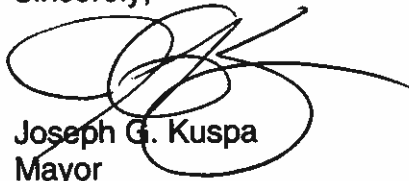
Re: Recommendation for Purchase of Courtroom Audio Recording Equipment

Ladies and Gentlemen:

It is recommended by the District Court Administrator and I concur with his recommendation to award this purchase to BIS Digital, INC., Fort Lauderdale, Florida in the amount of \$14,994.20.

Your favorable consideration of this matter is requested.

Sincerely,



Joseph G. Kuspa
Mayor

JGK/law

MEMO

To: Honorable Mayor Kuspa

From: 28th District Court

Re: Request for Waiver of bid/Purchase approval

Date: 02/17/2021

Dear Mayor,

The current main courtroom audio recording equipment is with BIS Digital, INC. The system is original to the court and is no longer in warranty and no parts are available due to the age of the system. The court sent out bid requests to four companies who offer this type of service. BIS Digital responded; see the attached quote. The up-grade will include new existing audio mixer, amplifier and wireless microphone technology. BIS Digital quote includes on-site setup, installation, training and annual remote support. BIS Digital is headquartered in Fort Lauderdale Florida, but has service locations located across the country. Our service representative is Andy Spigner and he is located in Grand Rapids, MI. I have spoken with Andy and he stated the quote provided is the newest equipment and also has the capacity to expand if needed.

Three other requests for bid were sent out. Martel Electronics responded, but they are out of California. They offered no support, no installation and were considerably higher in price. The other two companies never responded to our request. As previously stated, the current system is old and the technology has become outdated and unstable. The new audio system will provide far superior sound clarity which will enhance the court experience and allow for better transcription.

It is my recommendation that the purchase and up-grade of the existing court audio recording equipment as described in detail in the attached proposal be awarded to BIS Digital, INC 1350 NE 56th Street, Suite 300 Fort Lauderdale, FL 33334 in the amount of \$14,994.20. With your concurrence, I respectfully request this item be placed on the City Council's agenda for the meeting scheduled on March 3, 2021 for purposes of a waiver of bid request and purchase approval.

Adequate funding is available.

Sincerely,



Jeffrey M. Smith
28th District Court Administrator

cc: Finance Director, City Administrator, Judge Mullins, Deputy Court Administrator Hoagland



Date Monday, February 01, 2021

Quote Number Q-8017011-2.1.2021
Judge Mullins Courtroom Microphone Upgrades - All wireless mics

Sales Consultant Andy Spigner, Account Manager
(800) 834-7674 x4044 / andy.spigner@bisdigital.com

Primary Contact Keri Gray, Court Recorder
14720 Reaume Parkway
Southgate, MI 48195
(734) 258-3068 x3625 / (734) 246-1405 (Fax)
kgray@28dc.com (Email)

Billing Address 28th District Court / A-1000232
14720 Reaume Parkway
Southgate, MI 48195

Shipping Address Same

Users To Train Yes

Wiring Required Yes

Installation Notes Proposal to replace all existing wired microphones new wireless microphones for the judge, witness, defense attorney table, prosecution attorney table and podium. BIS will add a wireless boundary microphone for the jury. It is recommended that 28th District Court consider replacing the existing audio distribution amplifier and the 2-channel PA system amplifier that powers the 3 ceiling speakers with new equipment. Current system can not add any additional microphones and is not expandable. BIS proposal includes the capacity for a new wireless jury microphone as well as capacity for future microphones (12).

Item	Product Code	Qty		
Wireless System 10 Boundary Microphone Transmitter Series 2 – attorney tables and jury	BIS-ATS10-BMT-S2	3		
15" Gooseneck Microphone (Series 2) – judge, witness and podium	BIS-MIC-GN15-S2	3		



Wireless System 10 Gooseneck Base Transmitter Series 2	BIS-ATS10-GMBT-S2	3		
Wireless System 10 Rack-Mount Receiver Chassis Series 2	BIS-ATS10-RMRC-S2	3		
Wireless System 10 Receiver Unit Series 2	BIS-ATS10-RU-S2	6		
Professional Digital PA Mixer w/8ch USB out	BIS-MX-PA-USB8	1		
2ch Audio Amplifier (60W)	BIS-AMP-2C60	1		
Desk Rack (10U)	BIS-RCK-DR10	1		
Rack Mountable Surge Protector (9 outlet)	BIS-PWR-RM-SP9	1		



Network Switch w/PoE 8-port (Series 6)	BIS-NS-POE-8S6	1		
Microphone Wire 22AWG (Plenum) - 1,000ft Roll	BIS-W-MP-22AWG	0.1		
USB 2.0 Cable A to B Series 2 (15 ft.)	BIS-CBL-USB2-AB15-S2	1		
USB Gigabit NIC (10/100/1000)	BIS-NIC-GB	1		
CAT6 Patch Cable (5ft.)	BIS-CAT6-PC5	2		
Installation Supplies	BIS-INST-SUP	1	\$163.75	\$163.75
Shipping/Handling	S/H	1	\$327.50	\$327.50
On-site Setup, Installation and Training (2 techs 2 days plus travel)	SIT	1	\$2,800.00	\$2,800.00



Annual DCR REMOTE SUPPORT on above purchased system (Hardware Replacement not included) – Includes unlimited toll free technical support during normal business hours for the first year. Annually renewable.	NMNT-DCR-R	1	\$785.50	\$785.50
			Sales Tax Rate	%
			Total (Excluding Sales Tax)	\$14,994.20

All specifications are subject to change without notice. All computers sourced from third parties must first be approved by BIS Digital prior to purchase.

Equipment Supply

BIS Digital will furnish the equipment as specified herein. Revisions to this contract are made by approved written "Change Order". BIS reserves the right to bill for equipment as stored materials when delivery or installation is not possible. There are no additional implied or expressed operations of the system other than stated within.

Electrical Installation

The customer provided electrical contractor will install all AC power, relay switches & conduit as required for the proposed systems. If required, the customer provided electrician will be responsible for providing and hanging all rigid electrical junction boxes, conduit and installing same. BIS Digital has recommended and asked for Dedicated Electrical Power to be installed at the head-end, controlled end-user equipment or at the same location of final control(s). Dedicated Power shall be the responsibility of the end-user and any external noise or factors creating noise within the systems not exposed by installed electronic equipment shall not be BIS Digital, Inc. responsibility and shall not be reason for any hold-backs whatsoever by any party.

Equipment Installation and Head End Connections

BIS technicians will install all specified equipment and make all final circuit terminations in the head-end equipment racks. The customer will provide all custom carpentry or custom room preparations as required prior to the installation. The customer will provide scaffold or high reach for all installation work in ceilings over fourteen feet. All network connection(s) are to be provided by the customer. Any changes, alterations or deviations from the Equipment and Installation obligations specified herein involving extra cost for labor or material will be executed only on written orders for the same. The cost of any added labor or material will become an extra charge over and above the total specified on the Agreement.

**Order Summary**

Date	Monday, February 01, 2021
Quote Number	Q-8017011-2.1.2021
Account Name	28th District Court
Total (Excluding Sales Tax)	\$14,994.20

Terms and Conditions

Effective Period	This proposal is a firm offer for 30 days from quote date Monday, February 01, 2021.
Tax Status	Sales tax will be added to invoice unless Tax Exempt Form is on file with BIS Digital.
Payment Terms	Deposit: All orders above \$5,000 require a 50% deposit. Once the order and deposit is confirmed (received) by BIS Digital, scheduling of the installation / and shipment of goods will occur. Balance: The remaining balance is to be paid on the completion of the installation. (delivery of goods at customer site)
Install Cancellation	If customer cancels (or postpones) a mutually agreed upon installation date, BIS Digital reserves the right to ship to customer and invoice for hardware, software or other materials procured for the project.
Restocking Fee	20% restocking fee will be charged for all cancelled orders
Site Preparation	Customer is required to supply all conduit and cable pulls not listed on this quote. Customer will be responsible for any additional wiring or installation supplies needed during installation.
Training	BIS Digital will provide full training of all system users per agreed training schedule.
Limited Warranty	All BIS supplied new systems (Hardware & Software) are covered for 90 days following date of installation/delivery. Warranty does not cover On-Site Technical Support, Shipping costs, or Software upgrades (See Software Assurance below).
Software Assurance	Annual Software Assurance entitles user to unlimited software upgrades throughout the one year term, at the cost of \$350 per license/year.

This signature and Purchase Order number states acceptance to the above price, terms and conditions, authorizing BIS Digital, Inc. to order, install and bill for the above equipment:

* Accepted by: _____
Name Title

Signature Date

*** Accounts Payable Information * Required for order to be processed***

A/P Contact: _____
Name Phone Number



Email Address

Fax #

Is a Purchase Order required for processing? _____ P.O. # _____

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: February 25, 2021

RE: Recommendation for Purchase of a Courtroom Audio Recording Equipment

I have reviewed the above with the District Court Administrator and concur with his recommendation to award this purchase to BIS Digital, INC., Fort Lauderdale, FL in the amount of \$14,994.20.

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



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PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

Memorandum

To: Honorable City Council Members

From: Dustin Lent, City Administrator

Date: February 26, 2021

Re: Contract amendment with Davey Tree Golf's contract to include Pro Shop's operations.

Administration is recommending amending the current contract with Davey Tree Golf to include the operations of the club house. With the retirement of Chris Grandy after 30+ seasons as a golf pro the City is looking to move forward; a difficult task due to Chris's commitment to our golf program.

Davey Tree golf has done a exceptional job for the past 3 years serving as the maintenance contractor for the golf course. I believe that they will do a great job operating the pro shop as well. The change in operations will stay within the current budget approved the golf course.

The additional responsibility will increase their annual contract from \$184,425 to \$260,800.

Attached please find a letter from recreation director Julie Goddard and also the current budget proposal from Davey Tree Golf.

The Administration recommends City Council's favorable consideration.

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



Department

Southgate Parks and Recreation

14400 DIX-TOLEDO ROAD
SOUTHGATE, MI 48195 (734) 258-3035

To: Dustin Lent, City Administrator
From: Julie Goddard, Parks & Recreation Director
Date: February 25th, 2021
Re: Amendment to Davey Golf's Contract

Chris Grandy, our Golf Course Supervisor has retired. Chris has been with the city for decades and we respect and appreciate his dedication to our golf course and our city over the years.

With his retirement, it is my recommendation that we expand our current golf course maintenance agreement with Davey Golf to include professional pro shop operation services at South Winds Golf Course. Terms of the proposed additional service agreement would be consistent with the existing maintenance agreement scheduled to expire on December 31, 2022.

We have been extremely happy with Davey Golf in regards to our maintenance agreement and I fully expect our golf course to flourish under their pro shop operation services as well. I appreciate your consideration in this matter.

Respectfully Submitted,

Julie Goddard
Parks & Recreation Director
City of Southgate



Golf

A Division of The Davey Tree Expert Company

ADDENDUM 1

THIS ADDENDUM to Golf Course Maintenance Agreement made this ____ day of March 2021 by and between The Davey Tree Expert Company ("**Davey Golf**"), an Ohio corporation, having an address at 1500 Mantua Street, Kent, Ohio, 44240 and City of Southgate, Southwinds Golf Course ("**City**"), located at 14600 Reaume Pkwy, Southgate, MI 48195.

WITNESSETH:

WHEREAS, the parties hereto did execute a Golf Course Maintenance Agreement dated, February 1, 2018 (the "**Agreement**") for grounds maintenance services at the real property known as the Southwinds Golf Course, a 18-hole golf course located at 14600 Reaume Pkwy, Southgate, MI 48195 and

WHEREAS, the parties hereto are desirous of amending certain sections of said **Agreement** pertaining to operational responsibility of the pro shop.

NOW THEREFORE, **Davey Golf** and **City**, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, do hereby agree as follows:

Pursuant to, Item 8: PAYMENT, The base service fee to Davey Golf shall be increased from an annual price of \$184,425.00 to an annual price of \$260,800.00. Monthly invoice amount shall be at a fixed rate of twelve equal payments. Annual amounts shall be prorated in 2021 to accommodate timing of execution of Amendment.

In addition to base fee for Davey services and as an incentive for achieving revenue growth, Davey shall be awarded a performance incentive of 10% based on all revenues generated by the operation of Southwinds Golf Course (excluding concession revenue/rent) above \$300,000.00 during the fiscal year July 1, 2021 through June 30, 2022 and subsequent years. This performance incentive is designed to encourage fiscal growth and shall be reconciled on June 30th of each fiscal year beginning July 1, 2021.

IN WITNESS, WHEREOF, the parties executed this Agreement as of the Effective Date.

CITY OF SOUTHGATE:

THE DAVEY TREE EXPERT COMPANY

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:



A Division of The Davey Tree Expert Company

City of Southgate South Winds Golf Course



DAVEY GOLF PROPOSAL

WWW.DAVEYGOLF.COM

page 28

February 23, 2021

South Winds Golf Course

Julie Goddard

Parks and Recreation Director

14700 Reaume Parkway

Southgate, MI 48195



Thank you for the opportunity to submit the enclosed proposal to amend our existing Agreement to include management of clubhouse and golf operations at South Winds Golf Course.

Davey Golf, a division of The Davey Tree Expert Company currently has over 20 golf courses under contract with many different forms of agreements, depending on each facility's needs.

Why should you partner with Davey Golf? Better results!

Davey Golf, a division of The Davey Tree Expert Company possesses the necessary experience, skills, and financial resources to maintain South Winds Golf Course successfully. After years of maintaining the facility, we fully understand the requirements and conditions required.

Our core competency is expertise in golf! At Davey, we are in the business of golf to make your business of golf better. Golf is our passion!

Our Core Attributes - Solid Financial Stability Plus:



Davey's national corporate structure provides expert supervision, direction, service, and safety in golf course operations.



Davey's team members share a passion for Golf. Working together we will create a welcoming atmosphere for all patrons at South Winds Golf Course to meet the specific needs of the facility and the community.



Davey's philosophy, a 136-year-old company's motto, is entrenched in the belief "Do It Right or Not at All". The entire Davey team is committed to professionalism and quality.

Should you have any questions or require further information, please feel free to contact us. Thank you for considering Davey Golf.

We look forward to the opportunity to discuss our proposal.

Jerry McVety
Regional Superintendent
(248) 640-7291
Jerry.McVety@davey.com

Zach Young
Golf Business Manager
(740) 552-1062
Zachary.Young@davey.com

Proposed Amended Services



PROPOSED AMENDMENT

It is suggested by Davey that the City of Southgate amend the current maintenance agreement with Davey Golf to include professional pro shop operation services at South Winds Golf Course. Terms of the proposed additional service shall be consistent with the existing maintenance agreement scheduled to expire on December 31, 2022. Below is a breakdown of the foundation of a potential agreement:

MANAGEMENT AGREEMENT

Davey is able to provide transparency into all components of the operation with a management agreement.

- ♦ The City will retain all revenues as daily cash receipts will be deposited into the City's fund or bank account.
- ♦ The City will retain all revenues and profits related to Pro shop merchandise sales to increase its financial position.
- ♦ Davey will manage all expenses on the city's behalf within the City's approved budget.
- ♦ Operational costs will be the responsibility of the City. Davey will submit operational expenses (utilities, phones, pro shop supplies, etc.) for approval.
- ♦ Davey will supply all golf related labor at levels sufficient to service and maintain the operation of South Winds Golf Course.
- ♦ Davey shall coordinate with the City to implement a marketing plan designed to increase revenues at South Winds Golf Course.

PROPOSED PRICE STRUCTURE

The current golf maintenance agreement is set at a rate of \$184,425.00 annually.

Should the City of Southgate accept this amendment, the monthly price for Davey Golf services will increase to a total monthly amount of \$21,733.34 per month to include golf management services in the pro shop.

2021 ANNUAL PRICING SCHEDULE \$239,800.00

Amended services to include professional pro shop operation services at South Winds Golf Course scheduled to commence on April 1, 2021 ending on December 31, 2021. Monthly pricing shall be prorated should Davey fulfill staffing requirements prior to scheduled commencement date.

2022 ANNUAL PRICING SCHEDULE \$260,800.00

Expanded services to include professional pro shop operation services at South Winds Golf Course scheduled to commence on January 1, 2022 ending on December 31, 2022.

PERFORMANCE INCENTIVE

- ♦ As an incentive for achieving revenue growth, Davey shall be awarded a performance incentive of 10% based on all revenues generated by the operation of Southwinds Golf Course (excluding concession revenue/rent) above \$300,000.00 during the fiscal year July 1, 2021 through June 30, 2022 and subsequent years. This performance incentive is designed to encourage fiscal growth.

GOLF OPERATIONS



Golf Operations & Staffing Levels

Davey Golf will professionally manage South Winds Golf Course in the manner which is consistent with courses of high quality.

A team of full and part time hourly staff members will be tasked with leading the day to day clubhouse operations.

Davey will have a well-trained, customer-centric support staff during predetermined hours of operation. Davey employees will staff the pro shop to schedule tee times, collect fees, sell merchandise, and solicit leagues, tournaments and outings. The pro shop will operate in a manner consistent with the expectations set forth by City of Southgate, to achieve the goals of the facility.

All golf shop staff, will be given a copy of Davey's Standard Operating Procedures that will be specifically developed and tailored to the operation of South Winds Golf Course. All Davey staff will be trained to provide Exceptional Customer Service, with the following:

-  Dress in Davey provided uniforms and wear a nametag.
-  Seek out guest contact and offer assistance.
-  Welcome each guest upon arrival.
-  Smile and make eye contact with all guests.
-  Thank guests and invite them to return to South Winds Golf Course.

Our staff will be trained and scheduled to perform daily cleanup of all the clubhouse areas and parking lots. The entrance to the golf course is the first opportunity that we have to make a good impression and sets the tone for our guest's experience while at the facility. Through our Davey SOP's and managerial checklists these tasks are assigned and monitored by management.

Marketing



The objective of this plan is to define the marketing plan and systems that will be utilized at South Winds Golf Course . The execution of the marketing plan and implementation will increase the awareness of programs as well as lead to outstanding customer satisfaction, player retention, and new player attraction to higher revenue and profitability.

Marketing Segments

Once Davey is on site, the marketing planning begins. This plan is comprised of segments listed below:

- Establish the appropriate marketing mediums including Internet (email, website), implementation of a customer relations management (CRM) system (point of sale, tee sheet, guest database)
- Design customer acquisition programs including advertising promotional offers utilizing:
 - Social Media
 - Print
 - Digital
 - Television
 - Radio
 - Email
 - Billboard
- Design customer retention programs including:
 - Customer communications
 - Special events
 - Promotional offers
 - Membership programs
 - Preferred player reward programs
- Establish community outreach with the surrounding businesses and neighborhoods
 - Host community meeting to ensure management change will continue and strengthen the relationship with the community.

MARKET ANALYSIS



Based upon The National Golf Foundation 2018 Participation Report and breakdown of Regional Profiles, the **East North Central Region has a 9.1% participation rate**. With these strong participation rates, golf is above the national average in the Region. Along with these participation rates, understanding what segments within the participation is essential for designing programs targeting the desired audience.

Nationwide committed golfers, consisting of Casual/ Recreation and Avid golfers, is currently at a similar supply as 2011. The largest change within golf has consisted of the Fringe/Unengaged golfer. With the consistent supply of committed golfers, engaging the Fringe golfers will assist with the long term success of the golf course.

Within the Fringe/Unengaged golfers there is a built up latent demand supporting that the interest in golf is stable amongst the population of America. However, growing the Fringe/Unengaged segment requires some creativity, unconventional programs and advertising for these programs as "The Best Time Spent with Family". Unlike baseball, basketball and football, golf provides a unique

experience that parents and children can both participate in rather than parents being merely spectators.

Unfortunately, most courses programming is structured toward the Avid golfer, thus making it very intimidating to grow the game amongst the Fringe.

Programs like "Try Golf Days", "Bring a Child" and "Children's Birthday Parties" can be successful when a welcoming environment is created. Beginner golfers can be encouraged to use the Foote Golf and Disc Golf courses. These forms of golf are more welcoming to the fringe player and are less intimidating. Along with a welcoming and variety of experiences, the golf course also needs to be conducive for beginner golfers and children.

South Winds Golf Course has the facilities available for the Avid golfer. Unlike most public courses, South Winds also has the facilities to host programming that can target women, children and the Interested Non-Golfer. The addition of Foote Golf and Disc Golf in recent years assist in this effort tremendously. In order to grow the revenue, it is essential to develop and implement programs that will grow these segments and leverage the non-traditional forms of golf by enhanced marketing and promotions as an avenue to attract new players to the facility.

LATENT DEMAND (Very Interested Non-Golfers)

Number	2011	2012	2013	2014	2015	2016
Very Interested non-golfers age 6+ (in millions)	6.4	7.1	8.0	8.7	11.4	12.8

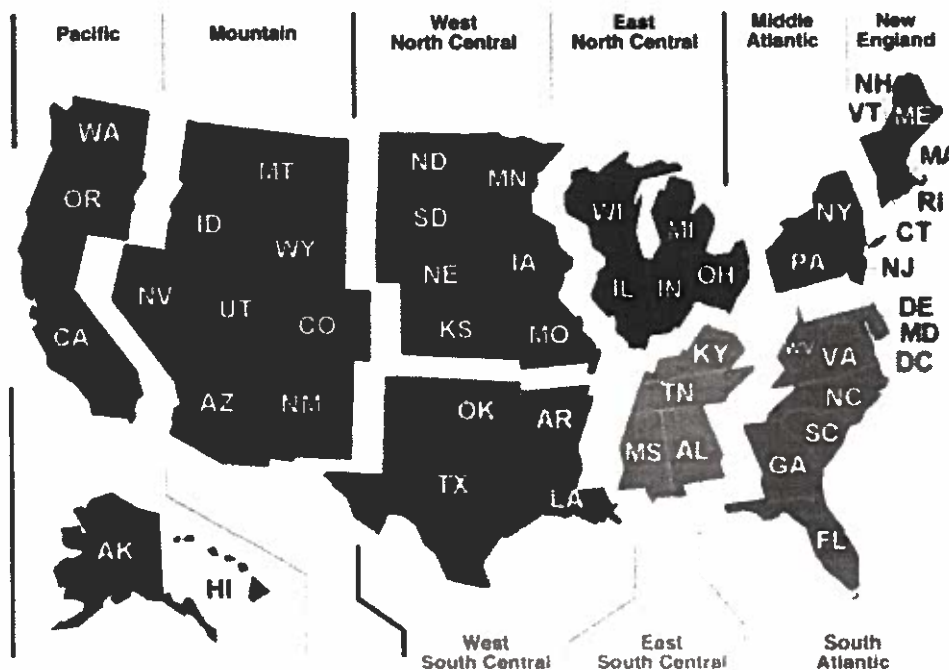
Averages	Male	Female	Total
Very Interested non-golfers age 6+			
Age	29.5	30.1	29.6
HH Income	\$74,869	\$81,356	\$78,659



GOLF PARTICIPATION STATISTICS



	Participation Rate	Number of Golfers (000)	Percent of Golfers	Average Annual Rounds	Total Annual Rounds (MM)
New England	8.9%	1,218	5.1%	22.3	27.2
Middle Atlantic	8.4%	3,261	13.7%	15.7	51.2
East North Central	9.1%	4,037	17.0%	18.0	72.5
West North Central	10.0%	1,945	8.2%	15.1	29.4
South Atlantic	7.8%	4,499	18.9%	24.4	110.0
East South Central	6.2%	1,097	4.6%	18.2	20.0
West South Central	6.2%	2,186	9.2%	19.2	42.0
Mountain	9.6%	2,079	8.7%	23.0	47.9
Pacific	7.3%	3,492	14.7%	19.6	68.6
Total	8.0%	23,815	100.0%	19.7	468.8



Email Marketing & Customer Retention



In order to build a strong and sustainable financial performance at South Winds Golf Course, a robust email marketing system and point of sale needs to be implemented. It begins with data collection, meaning emails. That effort turns into communicating with customers. This is an ongoing process and developing messages that are unique for the diverse golfer demographic is important.

At Davey, we develop customized marketing plans that will be appealing to ALL demographics. We pride ourselves on delivering messages our customers want to hear, rather than flooding them with information. Each golfer is unique and we communicate exactly that way!

Our customized approach has resulted in customers opening our emails over 600% more compared to their prior operators email marketing campaigns.

We provide incentive for golfers to provide their email!



View in your browser

View in your browser



Make sure you're a Golf Perks loyalty member!



Save the Date!



We are excited to share with you our
2020 Club Tournament Schedule!
[Click here to view the schedule!](#)

We appreciate your business and want to reward you! You will receive 2.5% back on golf purchases and 5% back on merchandise! Come out to the course and make sure you are taking advantage of this great deal!

Recent News!

We are continuing to update the facility. A new dryject technique was used on the Pioneer greens to help improve root proliferation and soil modification.



Davey Golf Management Operations

Cash Management Process for Revenue

General Rules:

- Any cash collected at a Davey operated facility cannot be used or expended for any purpose. (i.e. petty cash purchases, wage payouts, etc.)
- All revenue collected at a Davey operated facility is to be deposited into the banking institution assigned to that particular facility. All transactions will be fully documented so that an indisputable audit trail exists.
- Receipts must be issued immediately as proof of money received. Official receipts must be generated from the point of sale system (POS) with an associated transaction number indicating what goods or services were sold, the type of sale (cash/credit), time, date, and dollar amount of income received. All receipts must be turned in accompanied with an end of shift report for each employee shift worked.
- All receipts must be properly kept and can only be taken out after proper documentation and authorization is given by an assigned manager. Any voided or misapplied sales must be turned in along with a manager's signature with a written reason.
- All cash collections for the day must be credited to the bank the following day. Any cash is not to be held at said location for longer than three (3) working days from the time of collection.
- Record all cash to be deposited onto a bank issued deposit slip.
- Compare the total on the deposit slip to the total on the end of day transaction report generated by the POS. Reconcile any differences.
- Cash is to be transported in a locked pouch and delivered to the bank by an authorized Davey employee.
- Cash deposits in excess of \$9,999.00 are to be accompanied by a police escort. In such cases, an authorized Davey employee is to make a phone call to the local police department to arrange for an escort to the bank.
- Deposit slips must be retained and checked against bank statement/account number.
- Safekeeping of revenue: Cash collections will be stored at the safe/strong room. Keys and lock combination number must be known only by authorized personnel.
- Cash register is not to exceed \$1,000.00. Once threshold is met money is to be recorded and dropped into safe.
- Any overage in the drawer will be accounted for by a separate deposit. Any shortage over \$10.00 the employee will be responsible for reimbursement. All over/short will be accounted for on an end of shift log.
- Any monies received that have yet to be sent to the bank cannot be used for any purpose and no staff member is allowed to borrow, advance or change the money received on behalf of Davey Tree Expert Company
- All receipts must be properly recorded to the appropriate account codes.
- The point of sale software will be programmed with sales items
- A sales report will be generated at the conclusion of each operating day and submitted to the designated account manager.
- The account manager will then make journal entries for each day's sales items as they relate to GL accounts
- Weekly sales reports will be generated through the POS and reconciled with the daily reports.



ELISABETH M. MULLINS
DISTRICT JUDGE

JEFFREY SMITH
COURT ADMINISTRATOR

STATE OF MICHIGAN
DISTRICT COURT
TWENTY-EIGHTH JUDICIAL DISTRICT
14720 REAUME PARKWAY
SOUTHGATE, MICHIGAN 48195
(734) 258-3068
FAX (734) 246-1405
www.28thdistrictcourt.com

February 12, 2021

Honorable Mayor Joseph G. Kuspa and City Council
14400 Dix-Toledo
Southgate, MI 48195

Dear Mayor Kuspa and City Council,

In accordance with MCL 600.401 it is the recommendation of Judge Mullins and the 28th District Court staff that Christopher P. Bogard be appointed as Magistrate for 28th District Court. Mr. Bogard is a resident of the City of Southgate and a bar licensed attorney. Mr. Bogard has completed the initial paperwork required by the Michigan State Judicial Office. Upon council concurrence Mr. Bogard will begin his required training.

I am confident that Mr. Bogard will serve the City of Southgate and its residents admirably and represent the 28th District Court in high regards.

Sincerely,

Jeffrey M. Smith

A handwritten signature in black ink that reads "Jeffrey M. Smith".

Court Administrator
28th District Court