

Southgate City Council Agenda

Council Chambers

14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday May 15, 2024

6:30pm

Work Study Session

1. Arbor Day Poster Contest Winners
2. Officials Reports
3. Discussion of Agenda Items

7:00 pm

Regular Meeting

Pledge of Allegiance

Roll Call:

Ayres-Reiss, Gawlik, George, Graziani, Kowalsky, Kuspa, Rauch

Minutes:

1. Work Study Meeting Minutes dated May 1, 2024
2. Regular City Council Meeting Minutes dated May 1, 2024
3. Public Hearing Minutes (User Charge System) May 1, 2024
4. Public Hearing Minutes (Water/Sewer Rate) May 1, 2024
5. Public Hearing Minutes (Budget & Millage Rates) May 1, 2024

Scheduled Persons in the Audience:

Consideration of Bids:

Scheduled Hearings:

1. Memo from Administrator; Re: Special Assessment for Echo Park Subdivision

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Communications "A"

1. Memo from ACA/Finance Dir.; Re: Approval of Proposed 2024/25 Water/Sewer Rates
2. Memo from ACA/Finance Dir.; Re: Southgate Wyandotte Drainage District User Charge
3. Memo from ACA/Finance Dir.; Re: Adoption of Proposed FY 2024/25 Budget & Millage Rates
4. Letter from Mayor; Re: Renewal of Online Storage Subscription
5. Letter from Mayor; Re: City Hall & Library Irrigation System Repairs **(Waiver of Bid)**
6. Memo from Administrator; Re: Extension of Rapid Response EMS ALS Services Agreement
7. Memo from Administrator; Re: Consolidated Carlisle Wortman, Code Enforcement Services

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Communications "B" – (Receive and File):

Ordinances:

1. Memo from Administrator; Re: 1st Reading of Proposed Amendment to City Code Chapter 1423
2. Memo from Administrator; Re: 1st Reading of Proposed changes to Ordinance 1298.05

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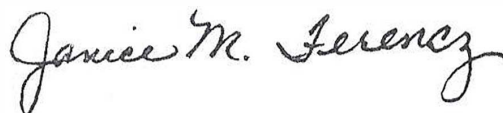
Old Business:

New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant #1497 \$1,151,905.05

Adjournment:



Janice M. Ferencz, City Clerk

City Council

Work Study Session

May 1, 2024

An Informal Meeting of the Council of the City of Southgate was held on May 1, 2024 at 6:30 P.M. and called to order by Council President Zoey Kuspa.

Present: Priscilla Ayres-Reiss, Edward Gawlik, Jr., Karen George, Christian Graziani, Greg Kowalsky, Zoey Kuspa, Phil Rauch

Absent:

Also Present: Mayor Joseph G. Kuspa, City Attorney Ed Zelenak, City Administrator Dan Marsh, Assistant City Administrator/Finance Director Doug Drysdale, City Clerk Janice Ferencz, City Treasurer Chris Rollet, Fire Chief Justin Graves, City Engineer John Hennessey, Public Safety Director Joseph Marsh, Police Chief Mark Mydlarz, DPS Director Kevin Anderson, Recreation Director Julie Goddard & Building Inspections Director Tim Leach

Public Safety Director Marsh presented Officer Jacob Kresslein with the department's Purple Heart Award.

Discussed the following agenda items:

- Scheduled Persons in the Audience, Marie Mendoza
- Consideration of Bid for Demolition of 13630 Edison
- Scheduled Hearing for User Charge System for Southgate-Wyandotte Drainage District
- Scheduled Hearing for Proposed Water/Sewer Rate Increase
- Scheduled Hearing for Mayor's Proposed Budget & Millage Rates
- Special Assessment District for Echo Park Subdivision
- Appointment to Economic Development Corp. Board
- Appointment to Brownfield Redevelopment Authority

This meeting ended at 6:54 p.m.

City of Southgate

Regular City Council Meeting

May 1, 2024

A Regular Meeting of the Council of the City of Southgate was held on Wednesday, May 1, 2024 in the Southgate City Hall Council Chambers and was called to order at 7:00 PM by Council President Zoey Kuspa.

This meeting began with the Pledge of Allegiance.

Present: Priscilla Ayres-Reiss, Edward Gawlik Jr., Karen George, Christian Graziani, Greg Kowalsky, Zoey Kuspa, Phil Rauch

Absent:

Also Present: Mayor Joseph G. Kuspa, City Attorney Ed Zelenak, City Administrator Dan Marsh, Assistant City Administrator/Finance Director Doug Drysdale, City Clerk Janice Ferencz, City Treasurer Chris Rollet, Fire Chief Justin Graves, City Engineer John Hennessey, Public Safety Director Marsh, Police Chief Mydlarz, DPS Director Kevin Anderson, Recreation Director Julie Goddard & Building Inspections Director Tim Leach

Minutes:

Moved by George, supported by Graziani, RESOLVED, that the minutes of the City Council Work Study Session dated April 17, 2024 be approved as presented. Carried unanimously.

Moved by Rauch, supported by George, RESOLVED, that the minutes of the Regular City Council Meeting dated April 17, 2024 be approved as presented. Carried unanimously.

Scheduled Persons in the Audience:

1. Marie Mendoza, 13938 Middle Gibraltar (Gibraltar, MI), introduced herself stating she is running for the republican candidate position for the 37th District State Representative.

Consideration of Bids:

2. Letter from Mayor; Re: Award Bid for Demolition of 13630 Edison moved by George, supported by Rauch, RESOLVED THAT the Southgate City Council award the bid for demolition of the house at 13630 Edison to Peterson Brothers Company in the amount of \$11,643.00; and that they accept the abstention of Councilman Graziani. Motion carried unanimously.

Scheduled Hearings:

1. Memo from ACA/Finance Dir.; Re: User Charges System for Southgate-Wyandotte Drainage District moved by Rauch, supported by George: resolved that the Southgate City Council hereby enters into a public hearing at 7:11 p.m. to entertain comments/questions on the User Charges System for Southgate-Wyandotte Drainage District. Motion carried unanimously.

No questions or comments from Council or audience.

Moved by Rauch, supported by Ayres-Reiss, RESOLVED that the Southgate City Council adjourn the public hearing at 7:12 p.m.

Motion carried unanimously.

2. Memo from ACA/Finance Dir.; Re: Proposed Water/Sewer Rate Increase moved by Rauch, supported by George: resolved that the Southgate City Council hereby enters into a public hearing at 7:13 p.m. to

Regular City Council Meeting May 1, 2024

entertain comments/questions on the Proposed Water/Sewer Rate Increase. Motion carried unanimously.

Discussion took place regarding the driving factors for the increased rates.

No further questions or comments from Council or audience.

Moved by Rauch, supported by George, RESOLVED that the Southgate City Council adjourn the public hearing at 7:14 p.m.

Motion carried unanimously.

3. Memo from ACA/Finance Dir.; Re: Mayor's Proposed Budget & Millage Rates moved by Kowalsky, supported by Gawlik; resolved that the Southgate City Council hereby enters into a public hearing at 7:16 p.m. to entertain comments/questions on the Mayor's Proposed Budget & Millage Rates. Motion carried unanimously.

No questions or comments from Council or audience.

Moved by Rauch, supported by Ayres-Reiss, RESOLVED that the Southgate City Council adjourn the public hearing at 7:17 p.m.

Motion carried unanimously.

Communications "A":

1. Memo from Administrator; Re: Special Assessment District for Echo Park Subdivision moved by Rauch, supported by Ayres-Reiss, RESOLVED THAT the Southgate City Council concurs with the Administration to file the plans and cost estimate with the City Clerk; and to proceed with such public improvements designating the Echo Park Subdivision as a special assessment district with an assessment of \$103,345.80 to be divided equally among the 34 parcels at \$3,039.58 per household; and to establish a public hearing at the May 15, 2024 Regular City Council Meeting at 7:00 p.m. to hear objections to such improvement and the special assessment district. Motion carried unanimously.
2. Letter from Mayor; Re: Appointment to Economic Development Corp. Board moved by George, supported by Gawlik, RESOLVED THAT the Southgate City Council appoint Walt Oben to the Economic Development Corp. Board for a term expiring June 2030.

Communications "B"- (Receive and File):

1. Letter from Mayor; Re: Appointments to Brownfield Redevelopment Authority moved by Rauch, supported by Ayres-Reiss, RESOLVED THAT the Southgate City Council receive and file the letter from the Mayor; Re: Appointment to Brownfield Redevelopment Authority. Motion carried unanimously.

Unscheduled Persons In Audience

1. Matt Cunningham, 13814 Cameron, explained that the homeowners are proceeding with an HOA for the the Echo Park Subdivision.

Regular City Council Meeting May 1, 2024

2. Lakshmi Subbiah, Relator with Real Estate One, voiced her concern with a residential home at 15115 Flanders and it having two driveways and two garages.

Claims and Accounts:

Moved by Rauch, supported by Ayres-Reiss, RESOLVED, that Claims and Accounts be paid as outlined on Warrant #1496 for \$1,588,162.68. Motion carried unanimously.

Adjournment:

Moved by George, supported by Gawlik, RESOLVED THAT this Regular Meeting of the Southgate City Council be adjourned at 7:30 P.M. Carried unanimously.

Zoey Kuspa
Council President

Janice M. Ferencz
City Clerk

City of Southgate

PUBLIC HEARING

May 1, 2024

REGARDING: Mayor's Proposed Budget & Millage Rates

A Public Hearing of the Council of the City of Southgate was held on Wednesday, May 1, 2024 and was called to order at 7:16 P.M. by Council President Zoey Kuspa.

Present: Priscilla Ayres-Reiss, Edward Gawlik Jr., Karen George, Christian Graziani, Greg Kowalsky, Zoey Kuspa, Phil Rauch

Absent:

Also Present: Mayor Joseph G. Kuspa, City Attorney Ed Zelenak, City Administrator Dan Marsh, Assistant City Administrator/Finance Director Doug Drysdale, City Clerk Janice Ferencz, City Treasurer Chris Rollet, Fire Chief Justin Graves, City Engineer John Hennessey, Public Safety Director Marsh, Police Chief Mydlarz, DPS Director Kevin Anderson, Recreation Director Julie Goddard & Building Inspections Director Tim Leach

The purpose of this public hearing, duly advertised, is to consider views and comments from interested individuals on the Mayor's Proposed Budget & Millage Rates.

Moved by Kowalsky, supported by Gawlik, RESOLVED, that Council enters the public hearing.

No questions or comments from Council or audience.

Moved by Rauch, supported by Ayres-Reiss, RESOLVED that the Southgate City Council adjourn the public hearing at 7:17 p.m.

Carried unanimously.

Zoey Kuspa
Council President

Janice M. Ferencz
City Clerk

City of Southgate

PUBLIC HEARING

May 1, 2024

REGARDING: Proposed Water/Sewer Rate Increase

A Public Hearing of the Council of the City of Southgate was held on Wednesday, May 1, 2024 and was called to order at 7:13 P.M. by Council President Zoey Kuspa.

Present: Priscilla Ayres-Reiss, Edward Gawlik Jr., Karen George, Christian Graziani, Greg Kowalsky, Zoey Kuspa, Phil Rauch

Absent:

Also Present: Mayor Joseph G. Kuspa, City Attorney Ed Zelenak, City Administrator Dan Marsh, Assistant City Administrator/Finance Director Doug Drysdale, City Clerk Janice Ferencz, City Treasurer Chris Rollet, Fire Chief Justin Graves, City Engineer John Hennessey, Public Safety Director Marsh, Police Chief Mydlarz, DPS Director Kevin Anderson, Recreation Director Julie Goddard & Building Inspections Director Tim Leach

The purpose of this public hearing, duly advertised, is to consider views and comments from interested individuals on the Proposed Water/Sewer Rate Increase.

Moved by Rauch, supported by George, RESOLVED, that Council enters the public hearing.

Councilman Kowalsky asked City Engineer Hennessey to explain the driving factors for the increased costs. City Engineer Hennessey stated that it's the increase that they receive from the DUWA and the city is only the pass through to the residents. DUWA is the primary service provider for the community.

No questions or comments from Council or audience.

Moved by Rauch, supported by George, RESOLVED that the Southgate City Council adjourn the public hearing at 7:14 p.m.

Carried unanimously.

Zoey Kuspa
Council President

Janice M. Ferencz
City Clerk

City of Southgate

PUBLIC HEARING

May 1, 2024

REGARDING: User Charge System for Southgate-Wyandotte Drainage District

A Public Hearing of the Council of the City of Southgate was held on Wednesday, May 1, 2024 and was called to order at 7:11 P.M. by Council President Zoey Kuspa.

Present: Priscilla Ayres-Reiss, Edward Gawlik Jr., Karen George, Christian Graziani, Greg Kowalsky, Zoey Kuspa, Phil Rauch

Absent:

Also Present: Mayor Joseph G. Kuspa, City Attorney Ed Zelenak, City Administrator Dan Marsh, Assistant City Administrator/Finance Director Doug Drysdale, City Clerk Janice Ferencz, City Treasurer Chris Rollet, Fire Chief Justin Graves, City Engineer John Hennessey, Public Safety Director Marsh, Police Chief Mydlarz, DPS Director Kevin Anderson, Recreation Director Julie Goddard & Building Inspections Director Tim Leach

The purpose of this public hearing, duly advertised, is to consider views and comments from interested individuals on the User Charge System for Southgate-Wyandotte Drainage District.

Moved by Rauch, supported by George, RESOLVED, that Council enters the public hearing.

No questions or comments from Council or audience.

Moved by Rauch, supported by Ayres-Reiss, RESOLVED that the Southgate City Council adjourn the public hearing at 7:12 p.m.

Carried unanimously.

Zoey Kuspa
Council President

Janice M. Ferencz
City Clerk

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

ED GAWLIK JR.

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator *DM*

Date: May 10, 2024

Re: Public Hearing for Special Assessment of Echo Park Subdivision

The Administration has received notification that a Homeowner Association Management Agreement has been created between KS Management and the Echo Park Subdivision Homeowners Association. KS Management has contacted the City indicating that the required documents have been sent to the State's Department of Licensing and Regulatory Affairs (LARA). Although, official reinstatement of the HOA is pending with LARA, the Administration believes there is sufficient documentation showing that the HOA will be established.

Therefore, the Administration recommends taking no action regarding the establishment of a Special Assessment District for the Echo Park Subdivision at this time.

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

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GREG KOWALSKY

ED GAWLIK JR.

City of Southgate

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Douglas Drysdale, Assistant City Administrator / Finance Director
DATE: May 7, 2024
RE: Approval of Proposed 2024/25 Water/Sewer Rates

DWD

Each year during the budget process, administration reviews the Water & Sewer rates based on the budgeted expenditures and volumes, and proposes adjustments to allow the rates to cover operations, management, and capital requirements of the system. The proposed rates, along with the current rates, are outlined below. The proposed rates represent approximately an 8% increase over the current rates for residential usage.

	Current	Proposed	% Change
Water	\$ 33.13	\$ 35.70	7.8%
Sewer	\$ 42.82	\$ 46.00	7.4%
Capital	\$ 8.00	\$ 9.00	12.5%
Combined	\$ 83.95	\$ 90.70	8.0%
Non-Residential	\$ 1.18	\$ 1.53	29.7%

Note: Rate is per metered thousand (1,000) cubic feet

Administration is requesting that City Council adopt a resolution establishing the new Water Rate at \$35.70, the new Sewer Rate at \$46.00, the Capital Rate at \$9.00, and the Non-Residential User Rate at \$1.53 per 1,000 cubic feet (MCF). The proposed rates will be sufficient to cover the operations, management, and capital requirements of the system.

The proposed rates were discussed with City Council at the April 13, 2024 budget session, and a public hearing was held on May 1, 2024 to receive comments on the proposed rates. The adopted rates will be effective July 1, 2024.

Proposed Motion:

Approve the 2024/25 proposed Water Rate at \$35.70, the proposed Sewer Rate at \$46.00, the proposed Capital Rate at \$9.00, and the Non-Residential User Rate at \$1.53 per 1,000 cubic feet.

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

BILL COLOVOS

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Douglas Drysdale, Assistant City Administrator / Finance Director
DATE: May 7, 2024
RE: Southgate-Wyandotte Drainage District User Charge

DWD

A public hearing was held on May 1, 2024 for discussion and comments regarding the proposed Southgate-Wyandotte Drainage District 2024/25 special assessments.

It is recommended that City Council adopt a resolution, which approves the 2024/25 fiscal year apportionment for the City of Southgate in the amount of \$1,415,100.

Proposed Motion:

Approve the 2024/25 fiscal year apportionment of costs related to the operations, maintenance, and replacement of facilities constructed by the Southgate-Wyandotte Relief Drain Drainage District, in the amount of \$1,415,100.

City of Southgate

County of Wayne, State of Michigan

No.

RESOLUTION

At a meeting of the Southgate City Council called to order by Council President Zoey Kuspa on May 15, 2024 at 7:00 P.M. the following resolution was offered:

Moved by _____, supported by _____,

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; 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 1, 2024 and notice given to all the residents within the benefitting 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, 2024 through June 30, 2025,

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	 100.000%

BE IT FURTHER RESOLVED, that the City of Southgate:

- a) Affirms that the County's cost of operating and maintaining the Southgate-Wyandotte Drainage District for fiscal year July 1, 2024 through June 30, 2025 is estimated to be \$6,137,970, including \$3,955,068 for capital projects and engineering fees; 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 July 1, 2024 through June 30, 2025 are estimated to be \$1,415,100; and,
- c) Assess such annual costs less excess Fund Balance to benefitting 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 Road, to Reeck Road, to I-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 herein 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 the City Council. The City Council shall deny, affirm, or modify such user charges in accordance with its rules.

Yeas:

Absent:

Nays:

Motion:

I, Janice M. Ferencz, Clerk of Southgate, do hereby certify that the foregoing is a true, correct and complete copy of a resolution passed by the Southgate City Council at a regular meeting held on May 15, 2024.

City Clerk

cc: Exec, Atty, Fin, Wayne Co Assess & Equalization Div, Treas, files

EXHIBIT A - USER CHARGE FORMULA

For each parcel of land within the Southgate-Wyandotte Drainage District, the following formula will be applied to determine the annual user charge to be assigned to each parcel so situated.

1. Each Southgate parcel within the Southgate-Wyandotte Drainage District will be assigned to one of the following eight use categories:

1. Residential

- a. R1=0 to .359 acres
- b. R2=. 360 to .750 acres
- c. R3=Over .750 acres

2. Churches
3. Commercial
4. Industrial
5. Schools
6. Municipal Complex
7. Streets & Alleys
8. Undeveloped (any user class)

2. Each of the eight categories has been assigned a runoff co-efficient as follows:

1. A. .503
- b. .314
- c. .258

2. .517
3. .802
4. .635
5. .351
6. .330
7. .612
8. .200

3. Each Southgate parcel in the Southgate-Wyandotte Drainage District will be assigned a figure, which represents the actual acreage of each parcel.

4. The acreage for each parcel will be multiplied by the runoff co-efficient assigned to that parcel's category.
5. The product of the acreage multiplied by the runoff co-efficient shall be the impervious acreage per parcel in the Southgate-Wyandotte Drainage District.
6. Areas in the Southgate-Wyandotte Drainage District with storm water runoff which flows elsewhere than Pump Station No. 5 or the Pine Street Pump Station, will be given a 95% reduction in the total impervious acreage assigned to that parcel.
7. The annual operation and maintenance along with Capital costs assigned to the Southgate-Wyandotte Drainage District by Wayne County.
8. The annual operation and maintenance will multiplied by 42.708% plus the cost of Capital Improvements to determine the total Southgate share of the Southgate-Wyandotte District costs.
9. The total Southgate share of the Southgate-Wyandotte Drainage District costs will be divided by the total impervious acreage in the Southgate portion of the Southgate-Wyandotte Drainage District to yield a unit cost per impervious acre.
10. The impervious acreage for each Southgate parcel in the Southgate-Wyandotte Drainage District will be multiplied by the product of the calculation in #9 hereinabove.
11. The result of the product derived from #10 hereinabove shall be the annual fee charged to each Southgate parcel in the Southgate-Wyandotte Drainage District.

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

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PRISCILLA AYRES-REISS

GREG KOWALSKY

ED GAWLIK JR.

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Douglas Drysdale, Assistant City Administrator/Finance Director

DWD

DATE: May 7, 2024

RE: Adoption of Proposed FY 2024/25 Budget & Millage Rates

Pursuant to the Proposed Budget Hearing held on May 1, 2024, the following are the proposed millage rates to be levied for the 2024/25 Fiscal Year Budget:

Description	2023/24 Approved	2024/25 Proposed
General Operating	10.0304	9.9481
Rubbish	2.4069	2.3871
Act 345 Retirement	10.3882	10.3882
Library Operating	0.8800	0.8800
Parks & Rec of 2017	0.9895	0.9813
Act 359 of 1925	0.0595	0.0500
Roads	1.9131	1.8974
Total Summer Levy	26.6676	26.5321

The 2024 Headlee Millage Reduction Factor for Southgate was 0.9918, resulting in a decrease of 0.1355 to the city's overall millage. Act 359 of 1925 Levy restricts the tax levy to no more than \$50,000 per year; as such that millage has been reduced. Act 345 Retirement levies is exempt from Headlee rollbacks.

In addition, relative to the proposed budget, a motion is required in order to levy the 1% Administration Fee for all taxes to be levied and collected during the Fiscal Year commencing July 1, 2024 through June 30, 2025.

A resolution (attached) adopting the Proposed Budget for fiscal year 2024/25; also a resolution authorizing the establishment of the above Millage rates and the 1% administration fee is requested.

Proposed Motion

Adopt the FY 2024/25 proposed operating budget and proposed millage rates as presented, and authorize the 1% administration fee for all taxes to be levied and collected during the fiscal year commencing July 1, 2024 through June 30, 2025.

City of Southgate

County of Wayne, State of Michigan

No.

RESOLUTION

At a meeting of the Southgate City Council called to order by Council President Zoey Kuspa on May 15, 2024 at 7:00 P.M. the following resolution was offered:

Moved by _____, supported by _____

RESOLVED, that Council concurs with the recommendation of Administration and hereby authorizes a 1% Administrative Fee be established as part of the FY 2024/25 Budget; and,

FURTHER BE IT RESOLVED, authorization that the following Millage Rates be levied for the 2024/25 Fiscal year Budget:

General Operating	9.9481
Rubbish	2.3871
Act 345 Retirement	10.3882
Library Operating	0.8800
Parks & Rec of 2017	0.9813
Act 359 of 1925	0.0500
Roads	1.8974
Total Summer Levy	26.5321

WHEREAS, the Mayor's proposed budget for fiscal year 2024/25 was submitted on April 5, 2024 to the City Council of Southgate and a copy thereof filed with the City Clerk's Office for Public Review; and,

WHEREAS, on May 1, 2024 the City Council of Southgate held a public hearing on the proposed budget for fiscal year 2024/25; 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 2024/25 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, 2024.

1. **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

Property Taxes	\$20,655,065
Licenses & Permits	799,500
Federal Sources	40,000
State Sources	4,339,626
Charges for Services	722,500
Other Revenue	141,000
Contributions from Local Govts	210,475
Fines & Forfeitures	767,724
Investment Income & Rentals	754,000
Transfers In	1,212,320
Total Revenues	\$29,642,210

101 General Fund Expenditures

Dept #	Dept Name	Budget
101	City Council	\$48,536
171	Administration	290,253
215	City Clerk	208,311
219	General Government	3,701,910
220	Municipal Employees Civil Service Commission	650
221	Police & Fire Civil Service Commission	10,500
223	Finance Department	513,581
228	Information Technology	302,937
253	Treasurer	324,938
257	Assessor	210,375
262	Elections	70,890
266	Attorney	192,000
286	District Court	1,423,851
301	Police Department	9,833,781
336	Fire Department	5,798,405
371	Building Department	693,756
426	Police Reserves	5,040
441	Public Services	2,253,236
442	Garage	611,916
521	Sanitation	1,800,000
672	Senior Citizen Center	85,190
701	Planning Commission	30,000
751	Recreation Department	667,876
803	Historic Commission	2,250
966	Transfers Out	525,000
	Total Expenditures	\$29,605,182

Fund #	Fund Name	Budgeted Expenditures
202	Major Streets Fund	\$1,352,861
203	Local Streets Fund	771,995
204	Municipal Streets Fund	1,394,520
208	Parks & Recreation Fund	1,986,636
211	Southgate / Wyandotte O&M Fund	1,465,100
247	Tax Increment Finance Authority Fund	1,419,550
248	Downtown Development Authority Fund	398,430
260	Michigan Indigent Defense Fund	183,435
271	Library Fund	1,046,465
369	Building Authority Fund	673,540
401	Capital Project Fund	100,000
404	District Court Capital Improvement Fund	15,000
584	Golf Course Fund	345,490
592	Water & Sewer Fund	10,319,239
677	Workers Comp Fund	185,000
734	Severance Reserve Fund	215,300

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.

Yeas:

Absent:

Nays:

Motion:

I, Janice M. Ferencz, Clerk of Southgate, do hereby certify that the foregoing is a true, correct and complete copy of a resolution passed by the Southgate City Council at a regular meeting held on May 15, 2024.

City Clerk

cc: Executive, Attorney, Finance, Wayne Co Assess & Equalization Div, Treasurer, files

2024 Tax Rate Request (This form must be completed and submitted on or before September 30, 2024)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

Carefully read the instructions on page 2.

County(ies) Where the Local Government Unit Levies Taxes Wayne	2024 Taxable Value of ALL Properties in the Unit as of 5-28-2024
Local Government Unit Requesting Millage Levy City of Southgate	For LOCAL School Districts: 2024 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2024 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2023 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2024 Current Year "Headlee" Millage Reduction Fraction	(7) 2024 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Charter	Operating	1968	12.5000	10.0304	0.9918	9.9481	0.9447	9.4075	9.9481		
298/17	Refuse		3.0000	2.4069	0.9918	2.3871	0.9447	2.2575	2.3871		
345/37	P&F Retire	As Need			1.0000	10.3882	1.0000	10.3882	10.3882		
Library	Operating	1994	1.0000	0.9564	0.9918	0.9485	0.9447	0.8970	0.8800		
Roads	Construction	2021	1.9266	1.9131	0.9918	1.8974	0.9447	1.7943	1.8974		
Park/Rec	Improvement	2017	1.0000	0.9895	0.9918	0.9813	0.9447	0.9281	0.9813		
359/25	Advertising		0.0650	0.0630	1.000	0.0630	1.0000	0.0630	0.0500		

Prepared by Douglas Drysdale	Telephone Number (734) 258-3017	Title of Preparer Asst City Admin / Finance Director	Date
--	---	--	------

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

☒ Clerk	Signature	Print Name	Date
☐ Secretary		Jan Ferencz	
☒ Chairperson	Signature	Print Name	Date
☐ President		Joseph G. Kuspa	

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2024 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

ED GAWLIK JR.

May 10, 2024

To the Honorable
City Council
Southgate, Michigan 48195

Re: Renewal of Online Document Storage Subscription

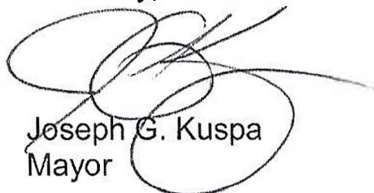
Ladies and Gentlemen:

It is recommended by the Director of Public Safety and I concur with his recommendation to approve the renewal of the subscription with PowerDMS, Inc., El Segundo, CA in the amount of \$7,713.85. The increase in price is due to the addition of Fire Department employees as well as the purchase of the MACP accreditation suite package.

Sufficient funds are available in the Federal Forfeiture Fund to cover costs associated with this subscription.

Your favorable consideration of this matter is requested.

Sincerely,



Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
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PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

ED GAWLIK JR.

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Douglas Drysdale, Assistant City Administrator / Finance Director *DWD*

DATE: May 10, 2024

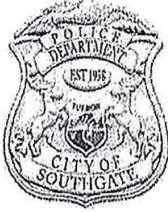
RE: Recommendation to Approve Renewal of Online Document Storage Subscription

I have reviewed the proposal with the Director of Public Safety and concur with his recommendation for the renewal of the online document storage platform subscription for a term of one year to PowerDMS Inc. (El Segundo CA) in the amount of \$7,713.85. PowerDMS is the vendor providing our current online document storage platform. The cost increase is due to the addition of fire department employees as well as the purchase of the MACP accreditation suite package to the platform.

Funds are available in the Federal Forfeiture Fund.

Proposed Motion

Approve renewal of online document storage platform subscription for a term of one year, from July 6, 2024 to July 5, 2025, to PowerDMS (El Segundo CA) in the amount of \$7,713.85.



SOUTHGATE POLICE DEPARTMENT MEMO

To: Honorable Mayor Kuspa
From: Joe Marsh, Director of Public Safety
Re: **Request to Purchase – Waiver of Bid PowerDMS**
Date: May 3rd, 2024

Dear Mayor Kuspa,

In 2020, City Council approved the purchase of our PowerDMS document storage platform for the original purchase price of \$6,175.96. Since the police department began using this storage platform we have increased our authorized users to now include the Fire Department personnel and have purchased the MACP Accreditation suite package which helps us organize our required accreditation documents to ensure that we are meeting all accreditation standards. The additional users and the accreditation package have caused an increase in our yearly PowerDMS cost. The 2024-2025 renewal invoice amount is \$7,713.85.

It is my recommendation that we continue the service with PowerDMS and authorize payment to PowerDMS, Inc, located at 2120 Park Pl, Suite 100, El Segundo, CA 90245 in the amount of \$7,713.85.

With your concurrence, I respectfully request this item be placed on the City Council's agenda for the meeting scheduled on May 15th, 2024, for purpose of purchase approval so that we can continue the use of our PowerDMS platform.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joseph L. Marsh".

Joseph L. Marsh

Director of Public Safety

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



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Contract Records		Order Data	
Account Number:	A-208658	Order #:	Q-252860
Customer:	Southgate Police Department (MI)	Valid Until:	7/6/2024
Employee Count:	79		
Sales Rep:	Salesforce Administrator		

Customer Contact		Shipping Contact	
Billing Contact:	Southgate Police Department (MI) Joseph Marsh	Shipping Contact :	Southgate Police Department (MI) Joseph Marsh
Billing Address:	14710 Reaume Parkway Southgate, MI 48195-2596	Shipping Address:	14710 Reaume Parkway Southgate, MI 48195-2596
Billing Contact Email:	jmarsh@ci.southgate.mi.us	Shipping Contact Email:	jmarsh@ci.southgate.mi.us
Billing Phone:	(734) 258-3046	Shipping Phone:	(734) 258-3046

Payment Terms		Notes	
Payment Term:	Net 60	Notes:	70-79 user tier
PO Number:			

July 2024

Item	Type	Start Date	End Date	Qty	Total (USD)
PowerPolicy Professional Subscription	Recurring	7/6/2024	7/5/2025	79	\$7,063.85
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
Michigan Association of Chiefs of Police Accreditation Manual	Recurring	7/6/2024	7/5/2025	1	\$0.00
View Standards manual electronically.					
PowerDMS Standards for MACP (Michigan) >50 employees	Recurring	7/6/2024	7/5/2025	1	\$650.00
Attach proofs to show compliance with Michigan Association of Chiefs of Police Accreditation Standard, assign assessment tasks, track revisions, and status-based grading. More than 50 employees.					
July 2024 TOTAL:					\$7,713.85

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

Payment Terms: All invoices issued hereunder are due upon the invoice due date. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc., a wholly owned subsidiary of GovernmentJobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehlt, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Conditions

Accepted and Agreed By Authorized Representative of:
Southgate Police Department (MI)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.
YOUR SIGNATURE CONSTITUTES ACCEPTANCE OF TERMS HEREIN AND
CONTRACTUAL COMMITMENT TO PURCHASE THE ITEMS LISTED ABOVE.

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

ED GAWLIK JR.

May 10, 2024

To the Honorable
City Council
Southgate, Michigan 48195

Re: City Hall & Library Irrigation System Repairs (**Waiver of Bid**)

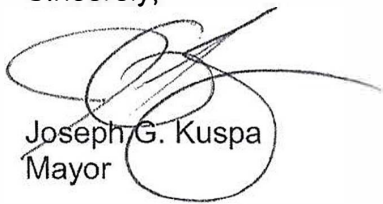
Ladies and Gentlemen:

It is recommended by the City Administrator and I concur with his recommendation to approve the proposal from A-1 Lawn Sprinklers, Inc., South Rockwood, MI in the total amount of \$5,440.00. This proposal covers the irrigation system repairs at City Hall and the Library as well as the optional items listed on the proposal.

Sufficient funds are available in the Library Fund to cover costs associated with this subscription.

Your favorable consideration of this matter is requested.

Sincerely,



Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
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PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

ED GAWLIK JR.

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Douglas Drysdale, Assistant City Administrator / Finance Director *DWD*

DATE: May 10, 2024

RE: Recommendation to Approve City Hall & Library Irrigation System Repairs **(WAIVER OF BID)**

We have reviewed the proposal from A-1 Lawn Sprinklers, Inc. (South Rockwood MI) for irrigation system repairs at City Hall and the Southgate Veterans Memorial Library, and administration recommends approval of the proposal in the total amount of \$5,440.00. This includes the optional items listed on the proposal as well as the repairs. Multiple vendors were contacted to obtain a quote; A-1 Lawn Sprinklers was the only vendor who responded.

Funds are available in the Library Fund.

Proposed Motion

Waive bid process and approve proposal from A-1 Lawn Sprinklers, Inc. for City Hall and Southgate Veterans Memorial Library irrigation system repairs, including optional items, in the total amount of \$5,440.00.

A-1 Lawn Sprinklers, Inc.
P.O. Box 83
South Rockwood, MI 48179 US
(734) 789-9630
info@a-1sprinklers.com
www.a-1sprinklers.com

Estimate 1706



ADDRESS SHIP TO
City of Southgate - City Hall City Hall Irrigation System
City of Southgate Estimate
Dix-Toledo Rd.
Southgate, mi 48195

DATE
03/18/2024



DATE	ACTIVITY	QTY	RATE	AMOUNT
	CITY HALL	1	1,600.00	1,600.00
	Utilize existing timer and water supply			
	Add new zone valve			
	Run new mainline with new wire to east front of building			
	Approx. (10) 12 in. hi-pop mists			
	Install new timer (*optional) WIFI	0	510.00	0.00
	Rain sensor, wireless (*optional) installed	0	160.00	0.00
	LIBRARY SYSTEM	1	2,500.00	2,500.00
	Mainline repair at rear entry way, cap mainline on north side of building (damage under new patio).			
	Rework (2) existing zones on north side of building.			
	Existing timer and water supply to be utilized.			
	Approx 12-16 mists replaced			
	Zone @ grass area restored.			
	Installed new timer (*optional) WIFI	0	510.00	0.00
	Rain sensor, wireless (*optional) installed	0	160.00	0.00

Thank you and have a great day!

TOTAL

\$4,100.00

THANK YOU.

Accepted By

Accepted Date

Our quote is for estimating purposes only. Additional time and material charges may apply.

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

ED GAWLIK JR.

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator

Date: May 9, 2024

Re: Extension of Rapid Response EMS ALS Services Agreement

The Administration concurs with the Fire Chief's recommendation to extend the agreement with Rapid Response EMS (Romulus, MI) for Advanced Life Support services for a period of one year ending on June 30, 2025. The proposed contract and rates are included in your agenda packet.

Rapid Response EMS has provided reliable and ALS services since 2017 and have demonstrated a quick response times and a strong working relationship with our public safety departments. Additionally, Rapid Response currently houses two ambulances at the Municipal Complex and pays \$2000/month in rent for that space.

Therefore, the Administration believes it is in the best interest of the City to extend the ALS services agreement with Rapid Response EMS for a period of one year

If you have any questions please contact me.

Proposed Motion: *To enter into the attached contract extension (original contract executed on June 1, 2017) with Rapid Response EMS (Romulus, MI) beginning July 1, 2024 through June 30, 2025 for Advanced Life Support services and to authorize the Mayor to sign the contract.*



Southgate Fire Department

14730 Reaume Parkway
Southgate, Michigan 48195

(734) 258-3080 / FAX (734) 246-1352

Justin Graves, Fire Chief

(734) 258-3070

jgravcs@southgatcmi.gov



To: Honorable Mayor Kuspa

From: Fire Chief Justin Graves

Re: Recommendation

Date: 05/10/2024

Dear Mayor,

The Fire Department is requesting a one year extension on the contract that is set to expire on June 30, 2024 between Rapid Response and The City of Southgate.

Rapid Response has been working side by side with the Fire Department since 2017, providing medical care and emergency transportation for the citizens and visitors of Southgate. They have two dedicated ambulances stationed within the city to ensure a prompt response time to emergency runs.

It is my recommendation and in the best interest of the Fire Department and Southgate citizens, that we extend the contract with Rapid Response for another year, expiring June 30, 2025.

Sincerely,

Justin Graves

Fire Chief

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



Justin Graves, Fire Chief
Southgate Fire Department
14730 Reaume Parkway
Southgate, Michigan 48195

Dan Marsh, City Administrator
City of Southgate
14400 Dix-Toledo Road
Southgate, Michigan 48195

May 9, 2024

Rapid Response EMS is proud to provide dedicated Advanced Life Support services to the City of Southgate. Our dedication and commitment is embedded in our roots as an organization that prides ourselves in maintaining strong business relationships with our system partners.

Attached to this letter please find a Contract Amendment / Extension to EMS Ambulance Services to the City of Southgate request for review and consideration. As a successful system partner, we are pleased to continue our services with the City of Southgate Fire Department and look forward to providing dedicated Advanced Life Support to the citizens and visitors of the city.

Best Regards,

A handwritten signature in black ink, appearing to read "Jason Hosmer".

Jason Hosmer
Rapid Response EMS

Advanced Life Support Ambulance Services to the City of Southgate
Rapid Response Emergency Services, LLC

Justin Graves, Fire Chief
Southgate Fire Department
14730 Reaume Parkway
Southgate, Michigan 48195

Dan Marsh, City Administrator
City of Southgate
14400 Dix-Toledo Road
Southgate, Michigan 48195

CONTRACT AMENDMENT / EXTENSION TO EMS AMBULANCE SERVICES TO THE CITY OF SOUTHGATE

THIS AGREEMENT (the "Agreement") is made effective as of July 1, 2024, between Rapid Response Emergency Services, LLC, located at 29045 Airport Drive, Romulus, Michigan 48174 (referred to as EMS Contractor) and the City of Southgate, Administrative Offices located at 14400 Dix-Toledo Road, Southgate, Michigan 48195, (referred to hereafter as "the City") in consideration of the mutual promises contained in this Agreement, the agreeing parties (collectively the "parties") (singular the "party") agree as follows:

Term

The term of this agreement will be for one (1) year, considered an automatic one-year renewal as depicted in section #10 Term of the original contract executed on June 1, 2017. Any renewal option exercised under this agreement is effective only after the approval of the City of Southgate and Rapid Response Emergency Services, LLC.

Scope of Work

The City and EMS Contractor have agreed to perform the services as set forth in the original EMS ambulance contract originally executed on June 1, 2017 by the City and EMS Contractor with the following confirmation:

EMS Contractor will at a minimum provide sufficient vehicles, personnel, and equipment to staff two (2) dedicated Advanced Life Support licensed ambulances 24 hours a day, 7 days per week, 365 days per year, including all holidays. The ambulances shall be staffed with at least one (1) licensed Paramedic and one (1) Emergency Medical Technician. The contractor shall provide these services on duty twenty-four (24) hours a day, seven (7) days a week, 365 days per year.

Housing

EMS Contractor shall maintain housing at 14717 Schafer Court, Southgate, Michigan 48195 for the duration of the EMS contract. The Lease Agreement for the premises shall co-term with the EMS contract.

Additional back-up ambulance

EMS Contractor and the Southgate Fire Department shall work collaboratively to monitor and identify peak demand time frames that are consistent to validate the need for additional EMS resources. Rapid Response EMS shall assist with all mutual aid requests under the direction of the Southgate Fire Department.

Advanced Life Support Ambulance Services to the City of Southgate
Rapid Response Emergency Services, LLC

EFFECTIVE DATE

This Agreement is executed on the date herein below and within the Agreement, made a part hereof, but the parties acknowledge and agree this Agreement shall be and for all purposes effective as of July 1, 2024 (the "Effective Date").

EMS CONTRACTOR

RAPID RESPONSE EMERGENCY SERVICES, LLC

BY  _____

Printed Name Jason Hosmer, VP

Date May 9, 2024

CITY OF SOUTHGATE

By _____

Printed Name _____

Date _____

Southgate	2024-2025
------------------	------------------

Billable to Southgate residents without any insurance

A Southgate resident without insurance will never pay higher than the current published Medicare rates.

Charge Description	Charge Type	Reporting Category	Default HCPCS	2024
ALS Emergency Base Rate	ALS	ALS Charges	A0427	\$522.81
BLS Emergency Base Rate	BLS	BLS Charges	A0429	\$440.26
BLS Non-Emerg Base Rate	BLS	BLS Charges	A0428	n/a
ALS 2	ALS	ALS Charges	A0433	n/a
ALS Non-Emerg Base Rate	ALS	ALS Charges	A0426	n/a
SCT	SCT	SCT Charges	A0434	n/a
Mileage Ambulance	Mileage	Mileage	A0425	\$8.94

Billable to insurance

These rates are common billable rates to primary insurance companies.

Charge Description	Charge Type	Reporting Category	Default HCPCS	2024
ALS Emergency Base Rate	ALS	ALS Charges	A0427	\$1,707.04
BLS Emergency Base Rate	BLS	BLS Charges	A0429	\$1,411.50
BLS Non-Emerg Base Rate	BLS	BLS Charges	A0428	n/a
ALS 2	ALS	ALS Charges	A0433	n/a
ALS Non-Emerg Base Rate	ALS	ALS Charges	A0426	n/a
SCT	SCT	SCT Charges	A0434	n/a
Mileage Ambulance	Mileage	Mileage	A0425	\$38.19

Notations:

The above charts depict the methodology process used to submit claims for service reimbursement.

In cases of 'treatment and no transport', Rapid Response EMS attests that a resident of the City of Southgate shall never be billed for any service level above the published Medicare rates. These cases are incredibly rare and generally apply to uninsured patients. A citizen of the City of Southgate shall never be placed into hardship due to a 'treatment and no transport' case.

MEDICAL TRANSPORTATION SERVICES AGREEMENT



THIS AGREEMENT is made as of the date set out on the signature page of this Agreement, between [RAPID RESPONSE EMS] ("RAPID RESPONSE EMS"), a [LICENSED MICHIGAN LIFE SUPPORT AGENCY] and [THE CITY OF SOUTHGATE, MICHIGAN] a [MICHIGAN MUNICIPAL CORPORATION] (the "CITY OF SOUTHGATE") (collectively, the "Parties"; individually "Party").

WHEREAS the CITY OF SOUTHGATE desires to have RAPID RESPONSE EMS render to its patients certain medical transportation and other related services and RAPID RESPONSE EMS has the experience and resources available to provide such services;

WHEREAS the CITY OF SOUTHGATE and RAPID RESPONSE EMS desire to provide the best possible care and comfort to the CITY OF SOUTHGATE'S residents and visitors;

NOW THEREFORE in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Provision of Services.** RAPID RESPONSE EMS will provide the medical transportation services described in Schedule "A" hereto (the "Services") to patients of the CITY OF SOUTHGATE ("Patients") on the conditions, if any, described in Schedule "A" and in the service area(s) described in Schedule "A" (the "Service Area"), as requested by the CITY OF SOUTHGATE and/or its agents.
2. **Equipment.** RAPID RESPONSE EMS shall utilize two (2) new modular style ambulances completely stocked with new Advanced Life Support equipment for services to the CITY OF SOUTHGATE under the terms and conditions of this contract. This equipment shall include new 12-lead cardiac monitors that are agreed upon by both parties, brand / make and model, to maintain continuity of care.
3. **Compliance.** RAPID RESPONSE EMS will abide in all material respects by all applicable federal and state laws and regulations in connections with its provision of Services hereunder. RAPID RESPONSE EMS's ambulances will conform to applicable State regulations for medical equipment for ambulances and be duly licensed for the transportation of patients. All personnel staffing vehicles that provide the Services will be licensed or certified as required by applicable law.
4. **Standards.** The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to medical transportation services.
5. **Calling for Services.** There will be no minimum notice required for the provision of emergency advanced life support ("ALS"). All incoming 911 medical emergencies for the CITY OF SOUTHGATE shall be immediately dispatched in accordance to the terms set forth in this contract once received by RAPID RESPONSE EMS.
6. **Compensation and Billing.** RAPID RESPONSE EMS shall be responsible for all Patient and third party billing, and agrees that the rates to be billed shall comply with applicable federal and state laws. RAPID RESPONSE EMS will bill for ground ambulance transports it provides to CITY OF SOUTHGATE'S residents/patients pursuant to Schedule "B." Both parties agree that charges for EMS

services under the scope of this contract are applicable to a fee screen escalator or de-escalator each year. RAPID RESPONSE EMS agrees to notify the CITY OF SOUTHGATE in writing of any applicable fee screen changes.

7. **Fair Market Value.** This Agreement has been negotiated at arm's length and in good faith by the parties. Nothing contained in this Agreement, including any compensation paid or payable, is intended or shall be construed: (i) to require, influence or otherwise induce or solicit either party regarding referrals of business or patients, or the recommending the ordering of any items or services of any kind whatsoever to the other party or any of its affiliates, or to any other person, or otherwise generate business between the parties to be reimbursed in whole or in part by any Federal Health Care Program, or (ii) to interfere with a patient's right to choose his or her own health care provider.
8. **Indemnification.** Each Party shall indemnify and hold the other Party harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying Party related to the performance of this Agreement.
9. **Record Retention.** RAPID RESPONSE EMS will retain books and records respecting Services rendered to Patients for the time period required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, and others to the extent required by law.
10. **Term.** The initial term of this Agreement shall be three (3) years, commencing on the commencement date set out in Schedule "A" hereof, and this Agreement shall automatically renew for subsequent one-year periods thereafter, subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the "Term."
11. **Termination.** Each Party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon sixty (60) calendar days' written notice to the other Party; or (b) upon the material breach of this Agreement by the other Party if such breach is not cured within thirty (30) calendar days' of notice thereof to the other Party.
12. **Notices.** All notices, approvals, consents or other communications hereunder shall be in writing and signed by the Party giving the same, and shall be deemed to be delivered when delivered by certified or registered mail, return receipt requested, to the other party at the address listed on the signature page of this Agreement, or such other address as the other Party may hereafter designate to the other as aforesaid.
13. **Confidentiality.** All information with respect to the operations and business of the Parties (including the rates charged hereunder) and any other information considered to be treated as confidential by that Party gained during the negotiation or Term of this Agreement will be held in confidence by the other Party and will not be divulged to any unauthorized person without prior written consent of the other Party, except for access required by law, regulation and third party reimbursement agreements.

14. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either Party of patients to the other Party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the Parties reasonably believe to be a fair market value for the service provided.
15. **Relationship.** In performance of this Agreement, each Party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either Party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. RAPID RESPONSE EMS and CITY OF SOUTHGATE administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the Parties' respective rights and obligations hereunder.
16. **Representation and Warranties.** RAPID RESPONSE EMS represents and warrants to CITY OF SOUTHGATE that it: (i) is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b; and (ii) has not been convicted of a criminal offense related to the provision of healthcare items or services. This shall be an ongoing representation and warranty during the Term of this Agreement, and RAPID RESPONSE EMS shall immediately notify CITY OF SOUTHGATE of any change of status of the representation and warranty as set forth herein.
17. **Force Majeure.** RAPID RESPONSE EMS shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.
18. **HIPAA.** Each Party shall comply with the privacy provisions of the *Health Insurance Portability and Accountability Act of 1996* ("HIPAA") and the present and future regulations promulgated thereunder, including without limitation 45 C.F.R. Parts 160 & 164. The CITY OF SOUTHGATE shall reasonably assist RAPID RESPONSE EMS in complying with HIPAA, including assisting RAPID RESPONSE EMS in providing RAPID RESPONSE EMS's notice of privacy practices to Patients prior to non-emergency transports and as soon as reasonably possible after emergency transports, and obtaining an acknowledgment of delivery of such notices for non-emergency transports. Each Party acknowledges and agrees that it is considered a covered entity under HIPAA. Accordingly, both Parties are permitted to use and disclose Protected Health Information in accordance with HIPAA without an additional written authorization of the Patient as long as both Parties have a direct relationship with the Patient. The CITY OF SOUTHGATE shall allow RAPID RESPONSE EMS access to Protected Health Information that is required for treatment, payment and operations purposes. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

19. **Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter thereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both Parties; (c) may not be assigned by either Party without the written consent of the other Party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the State of Michigan, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein. In the event of a disagreement between this Agreement and any Schedule hereto, the terms of this Agreement shall govern. * It is agreed upon by both parties that there may be additional provisions to this contract and that final addendums may be produced, discussed and implemented.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the _____ day of _____, 20_____.

[RAPID RESPONSE EMS]

By: _____
[Thomas Widmer]
[29045 Airport Drive, Romulus, Michigan 48174]

[CITY OF SOUTHGATE]

By: _____
Signature

Print Name/Title

Address:

SCHEDULE "A"

PROVISION OF SERVICES

I. Services:

a. Medical Transportation Services

RAPID RESPONSE EMS shall provide to the CITY OF SOUTHGATE the following medical transportation services (the "Medical Transportation Services" or the "Services") either originating in the CITY OF SOUTHGATE or involving mutual aid EMS / Fire Department requests.

1. "Advanced Life Support" or "ALS": TWO (2) DEDICATED ADVANCED LIFE SUPPORT AMBULANCES SHALL BE STATIONED WITHIN THE CITY OF SOUTHGATE FOR EXCLUSIVE USE UNDER THE SCOPE OF THIS CONTRACT. Advanced ground medical transportation services, staffed by personnel capable of providing intravenous therapy, endotracheal airway, anti-shock, cardiac monitor, cardiac defibrillator, drugs, relief of pneumothorax or other invasive procedures and services, to the extent permitted by law;
2. "Basic Life Support" or "BLS": ground medical transportation services that are limited to transportation, first aid, and any needed administration of oxygen and the monitoring of IVs that do not include medication;

b. Appropriate Level of Service:

1. Upon each request for medical transportation services, RAPID RESPONSE EMS shall insure that, at first, the dedicated Advanced Life Support ambulances are utilized for emergency service in the CITY OF SOUTHGATE under the terms and conditions on the contract.

c. Other Services: CPR, ACLS, AED training may be completed by RAPID RESPONSE EMS to the CITY OF SOUTHGATE at fair market value.

II. Service Area:

Services shall be provided in WAYNE County, Michigan and in other locations as may be agreed upon by the Parties.

III. Commencement Date

The commencement date referred to in Section 9 of this Agreement shall be: _____
20__.

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

ED GAWLIK JR.

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator *DM*

Date: May 9, 2024

Re: Consolidated Carlisle Wortman, Code Enforcement Services Agreement

The Administration is recommending the attached consolidated services agreement with Carlisle Wortman's Code Enforcement Services (CES) for a term ending June 30, 2026. The attached agreement will achieve the following:

1. Renew the agreement for administration and inspections of exterior residential point of sale properties.
2. Increase service to residents needing home sale exterior inspections or apartment owners needing multi-family inspections/certification from three days to five days per week (Monday-Friday).
3. Includes services for mobile home rental inspections/certification.
4. Aligns all CES provided services under one contract.

The proposed contract retainer is \$5,650/month and associated fees are attached under Exhibit B. Additionally the proposed contract reduces the CES fee for home sales inspections from \$120 (60% of City fee) to \$75 per inspection, representing a \$45 savings to the City per inspection. Over the last two years, the City has averaged 330 home inspections annually.

If you have any questions please contact me.

Proposed Motion: *To approve the Mayor and City Clerk to sign the attached Consolidated Agreement for Administration of Multifamily/Mobile Home Rental Housing and Exterior Home Sale Certification Programs with Carlisle/Wortman and Associations, Inc through its Code Enforcement Services division for a period ending June 30, 2026*



Carlisle | Wortman

ASSOCIATES, INC.

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

CONSOLIDATED AGREEMENT FOR ADMINISTRATION OF MULTIFAMILY/MOBILE HOME RENTAL HOUSING AND EXTERIOR HOME SALE CERTIFICATION PROGRAMS

THIS AGREEMENT, Entered into this _____ day of _____, 2024, by the **City of Southgate**, hereinafter referred to as the Client and **Carlisle/Wortman Associates, Inc.** through its **Code Enforcement Services** division, hereinafter referred to as the Consultant.

WHEREAS, the Client and the Consultant executed an agreement on March 17, 2021 for the Administration and Exterior Inspection of Residential Home Sales, which expired on June 30, 2022 and which the Client wishes to renew, and;

WHEREAS, the Client and the Consultant executed an agreement on July 19, 2023 for the Administration and Inspection of Multifamily Rental Housing, which is currently valid through July 18, 2026, and;

WHEREAS, the Client wishes to further engage the Consultant to register, inspect, and certify rented dwelling units situated within licensed mobile home parks located in the City, and;

WHEREAS, the Client and the Consultant wish to combine the provision of services for residential home sales, multifamily rental housing certification, and mobile home rental certification services into a single comprehensive agreement for consulting services in accordance with *Section 1.0* of this contract.

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

SECTION 1.0

SCOPE OF SERVICES

- 1.1** The Consultant agrees to provide administrative and inspection services for Multifamily Rental Housing, Mobile Home Rental Housing, and Exterior Home Sales in connection with the scope of work as described in **Exhibit A** attached herein. The Client retains the right to make changes within the general scope of the agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original agreement.

Benjamin R. Carlisle, *President* Douglas J. Lewan, *Executive Vice President* John L. Enos, *Vice President*
David Scurto, *Principal* Sally M. Elmiger, *Principal* R. Donald Wortman, *Principal*
Paul Montagno, *Principal* Megan Masson-Minock, *Principal* Laura Kreps, *Senior Associate*
Richard K. Carlisle, *Past President/Senior Principal*

SECTION 2.0**REPRESENTATION**

It is understood and agreed that **John Enos** and **Michael Radzik** will represent the Consultant in all matters pertaining to this Agreement. From time to time, the Consultant may employ additional personnel or sub-Consultants to assist in the execution of matters pertaining to this contract. Unless prior approval is granted by the Client the additional personnel or sub-Consultants will not be charged to Client.

SECTION 3.0**PAYMENT FOR SERVICES**

3.1 Inspection and Administrative Services – For services described in *Section 1.0* of this agreement, the Consultant shall be paid according to the fees listed in **Exhibit B** attached herein.

3.2 Enforcement and Court Appearances – The Consultant will work cooperatively with the Client's code enforcement staff to efficiently bring property owners into compliance. For services required to enforce code requirements above and beyond normal inspection and administrative activity, including court appearances and testimony on the Client's Behalf, the Consultant shall charge the following rates:

<i>Client Fiscal Year</i> →	FY 2023-24	FY 2024-25	FY 2025-26
• Regional Manager	\$100/hr	\$105/hr	\$110/hr
• Housing Inspector	\$90/hr	\$95/hr	\$100/hr
• Administrative/Clerical	\$75/hr	\$80/hr	\$85/hr

3.3 Meeting Attendance – For attendance at scheduled meetings requested by the Client in accordance with the services rendered in this contract, the Consultant shall charge the rates listed in Sec. 3.2 above and the following rates for other staff not listed above:

<i>Client Fiscal Year</i> →	FY 2023-24	FY 2024-25	FY 2025-26
• Regional Manager	\$100/hr	\$105/hr	\$110/hr
• Housing Inspector	\$90/hr	\$95/hr	\$100/hr
• Principal	\$150/hr	\$155/hr	\$160/hr
• Building Official	\$130/hr	\$135/hr	\$140/hr
• Operations Manager	\$120/hr	\$125/hr	\$130/hr

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

SECTION 4.0

CLIENT RESPONSIBILITY

- 4.1** Client shall maintain its BS&A software and any successor program used for rental housing and home sale certification scheduling and recordkeeping in good working order.
- 4.2** Client shall provide suitable computer equipment with reliable Internet service for Consultant inspection and administrative staff use and shall provide City network access as necessary.
- 4.3** Client shall provide envelopes, paper supplies, and postage for hard-copy paper correspondence required to administer the agreement. Consultant agrees to prioritize use of email and digital file transfer using Client's BS&A software and network as a preferred method of communication with program participants to minimize expenses to the extent feasible.
- 4.4** Client shall be responsible for follow-up enforcement of zoning and building code violations for which the Consultant has no legal authority. Consultant will assist Client to the extent possible as requested.

SECTION 5.0

OWNERSHIP OF MATERIALS

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

SECTION 6.0

INSURANCE AND LIMITATION OF LIABILITY

- 6.1** During the term of this agreement, the Consultant agrees to procure and maintain in effect insurance policies in the amounts and with the types of coverage shown below:
 - 1. Professional liability insurance protecting the Consultant and its employees in an amount not less than \$2,000,000.
 - 2. Workers Compensation Insurance in the form and amount required by Michigan law.
 - 3. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
- 6.2** The Client and the Consultant shall have no liability to each other for any claim relating to this agreement in excess of the fees and expenses paid to the Consultant except pursuant to indemnification obligations concerning third party claims under *Section 7.0*. In no

event shall the Client and the Consultant be liable to each other for indirect, special, incidental, or consequential damages, even if the Client and the Consultant have been advised of the possibility of such damages. Except as otherwise specifically provided in this agreement, neither party's liability to the other party under this Agreement shall exceed the total amounts paid or payable by the Client under this agreement.

SECTION 7.0

INDEMNIFICATION

The Consultant shall not be liable to the Client for any loss incurred by third parties in the performance of services hereunder unless caused by the Consultant's willful misconduct or negligence. The Client agrees to indemnify and defend the Consultant from and against any damages, claims or suits by third parties against the Consultant arising from the performance of the Consultant's services hereunder unless caused by the Consultant's willful misconduct or negligence.

SECTION 8.0

TERMS OF AGREEMENT

- 8.1** The term of this Agreement shall be for a period of **approximately twenty-six (26) months** from the date first entered into **through June 30, 2026** to coincide with the expiration date of the current Multifamily Rental Housing agreement and shall be automatically extended unless written notice canceling the extension is provided by the Client.
- 8.2** Once fully executed, this agreement shall replace and supercede all previous agreements for the same services as described herein. In the event this agreement is automatically extended in accordance with Sec. 8.1, all rates and fees charged by the Consultant shall be increased five percent (5%) unless otherwise agreed upon by both parties.
- 8.3** The Consultant and Client acknowledge that the number of rental dwelling units eligible to be registered, inspected, and certified pursuant to the scope of services provided in **Exhibit A** of this agreement has been estimated to the best of the party's knowledge based upon available data. Accordingly, the parties have made their best effort to estimate the costs and projected revenue required to administer the scope of services. The Consultant and Client therefore agree to jointly review the costs incurred and revenues received for administration of this agreement as necessary and shall adjust fees, if necessary, in order to support the scope of services for the remainder of the term of the agreement.
- 8.4** This Agreement may be terminated by either the Client or Consultant individually or jointly upon sixty (60) days written notice. Compensation during the notice period would be paid by the Client to the Consultant if services are faithfully rendered to the Client.

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

WITNESS

CLIENT

Joseph G. Kuspa
Mayor
City of Southgate

Janice M. Ferencz
Clerk
City of Southgate

CONSULTANT

Benjamin R. Carlisle
CARLISLE/WORTMAN ASSOC., INC
Benjamin R. Carlisle, AICP, LEED AP
President

EXHIBIT A

SCOPE OF SERVICES

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

1. MultiFamily and Mobile Home Rental Housing Administrative Services

- a. Receive and process rental housing registration forms to include data entry and creation of appropriate sub-address records in the Client's BS&A software system for recordkeeping purposes.
- b. Schedule inspections for rental buildings, dwellings, and accessory facilities in accordance with the Client's ordinance and notify property owners of inspection dates using workflow processes in the Client's software system or by first class mail as necessary.
- c. Invoice property owners for scheduled inspections using workflow processes in the Client's software system or by first class mail as necessary.
- d. Coordinate with the Client's finance and/or building department for receipt of fees.
- e. Issue rental housing Certificates of Compliance upon successful completion of inspections, payment of fees, and receipt of required documentation.
- f. Monitor inspector schedules and inspection results to verify completeness and handle any technical or follow-up services needed.
- g. Receive phone calls, meet with property owners, and answer administrative, code and technical questions.
- h. Provide financial, activity and inspection reports to the Client on forms agreed to by the Client.
- i. Receive and respond to any FOIA requests, complaints or similar matters. FOIA requests will be responded to under direction of the City.
- j. Prepare and maintain records for rental buildings, dwelling units, and accessory facilities including inspection history, communication, and other pertinent information.

2. Residential Exterior Home Sales Administrative Services

- a. Receive and process applications to inspect and certify residential homes for sale to include data entry and creation of appropriate sub-address records in the Client's BS&A software system for recordkeeping purposes.
- b. Schedule inspections and reinspections as necessary.
- c. Invoice property owners for scheduled inspections using workflow processes in the Client's software system or by first class mail as necessary.
- d. Coordinate with the Client's finance and/or building department for receipt of fees.
- e. Collect and manage funds to be held in escrow accounts pending repair and correction of code violations.
- f. Issue Certificates of Compliance upon successful completion of inspections, payment of fees, and receipt of required documentation.
- g. Receive phone calls, meet with property owners, and answer administrative, code and technical questions.

3. Property Maintenance Inspection Services

- a. The Consultant agrees to perform property maintenance code inspections and re-inspections of registered Multifamily and Mobile Home rental buildings and dwellings and the exterior of Residential Homes for Sale on a scheduled basis during Client's regular business hours or as otherwise mutually agreed upon.
- b. The Consultant shall make referrals to the Client's Building Department when necessary. The Client's Building Official shall make the final determination regarding building or property maintenance code and permit requirements.

4. General Conditions

- a. Quality of Services under this agreement shall be of the level of professional quality performed by experts regularly rendering this type of service.
- b. The Consultant shall perform its Services in compliance with all applicable laws, ordinances, standards, and regulations.
- c. The Consultant agrees to perform administration, inspection, supervision, and monitoring services for the City within an area of the City Offices determined by

the Client and/or on a remote basis as mutually agreed upon with the Client during regular business hours.

- d. Access to City Offices by Consultant shall be limited to the normal business hours of the City except under circumstances with prior permission granted by the City Administrator.
- e. Consultant shall make available trained staff capable of filling in for regular staff when illness, emergency or vacation require an absence of the regular staff.

EXHIBIT B RATES AND FEES

Administrative Office Staffing

The City's office will be staffed five (5) days per week during the City's regular business hours to administer the Rental and Home Sale programs. The Consultant shall charge a retainer fee of **\$5,650 per month** for office staffing.

Inspection Service Fees

REGISTRATIONS PROCESSED	
Mobile Home Structure	\$100 each structure
Duplex 2-Family Structure	\$150 each structure
Multifamily Buildings Up To 6 Floors	\$150 each building
Multifamily Buildings More Than 6 Floors	\$250 each building
Change Of Ownership Or Agent	\$50 per building
INSPECTIONS COMPLETED	
Residential Exterior Home Sale	\$75
Mobile Home Rental Unit – Interior & Exterior	\$125
Two-Family Duplex Structure - Exterior Bldg & Grounds	\$75
Two-Family Duplex Structure - Interior per Dwelling Unit	\$75
Multifamily - Building Exterior & Grounds / Up to 3 Floors	\$125 each Building
Multifamily - Building Exterior & Grounds / 4 to 6 Floors	\$200 each Building
Multifamily - Building Exterior & Grounds / More than 6 Floors	\$400 each Building
Multifamily - Dwelling Unit	\$75 each apartment dwelling
Multifamily - Accessory Facilities (mechanical/laundry/recreation, etc.)	\$75 each separate facility
Re-Inspections (all)	\$60 each re-inspection to verify compliance
Document Verification (as required to certify)	\$30
Furnace/Boiler Certification by Licensed Mechanical Contractor	Licensed Contractor at Owner's Expense
MISCELLANEOUS FEES	
Late Cancellation <72 hrs notice	\$25
Appointment No Show/Lock Out	Equal to scheduled inspection fee
Tenant Complaint Response/Inspection	\$75 Billed to Tenant if No Code Violation Verified
Tenant Complaint Re-Inspection	\$75 Billed to Owner if Code Violation Verified
Failure to Register Penalty	\$250 per Structure + required inspection fees
Administrative Inspection Warrant	\$300 Per Premises + required inspection fees

**CITY OF SOUTHGATE
MULTIFAMILY RENTAL HOUSING CERTIFICATION
SAMPLE 2024-25 FEE SCHEDULE**

REGISTRATION (one-time fee per ownership of property)		
	Carlisle Wortman Fee	City Fee
Mobile Home Structure	\$100 each structure	\$110
Duplex 2-Family Structure	\$150	\$165
Multifamily Buildings Up To 6 Floors	\$150 each building	\$165 each building
Multifamily Buildings More Than 6 Floors	\$250 each building	\$275 each building
Change of Ownership or Agent	\$50 per building	\$55 per building

INSPECTIONS (biennial cycle)		
Residential Exterior Home Sale	\$75	\$200
Mobile Home Rental Unit - Interior & Exterior	\$125	\$140
Two-Family Duplex Structure - Exterior Bldg & Grounds	\$75	\$85
Two-Family Duplex Structure - Interior per Dwelling Unit	\$75	\$85
Multifamily - Building Exterior & Grounds / Up to 3 Floor:	\$125 each Building	\$135 each Building
Multifamily - Building Exterior & Grounds / 4 to 6 Floor:	\$200 each Building	\$220 each Building
Multifamily - Building Exterior & Grounds / More than 6 Floor:	\$400 each Building	\$440 each Building
Multifamily - Dwelling Unit	\$75 each apartment dwelling	\$85 each apartment dwelling
Multifamily - Accessory Facilities (mechanical/laundry/recreation, etc.	\$75 each separate facility	\$85 each separate facility
Re-Inspections (all)	\$60 each re-inspection to verify compliance	\$85 each re-inspection to verify compliance
Document Verification (as required to certify)	\$30	\$30
Furnace/Boiler Certification by Licensed Mechanical Contractor	Licensed Contractor at Owner's Expense	Licensed Contractor at Owner's Expense

MISCELLANEOUS FEES		
	Carlisle Wortman Fee	City Fee
Late Cancellation <72 hrs notice	\$25	\$30
Appointment No Show / Lock Out	Equal to scheduled inspection fee	Equal to scheduled inspection fee
Tenant Complaint Response / Inspection	\$75 Billed to Tenant if No Code Violation Verific	\$85 Billed to Tenant if No Code Violation Verific
Tenant Complaint Re-Inspection	\$75 Billed to Owner if Code Violation Verific	\$85 Billed to Owner if Code Violation Verific
Failure to Register Penalty	\$250 per Structure + required inspection fee	\$275 per Structure + required inspection fee
Administrative Inspection Warrant	\$300 Per Premises + required inspection fee	\$330 Per Premises + required inspection fee

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AVRES-REISS

GREG KOWALSKY

ED GAWLIK JR.

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator

Date: May 9, 2024

Re: 1st Reading of Proposed Amendment to City Code Chapter 1423 to Include
Mobile/Manufactured Homes

In June of 2023 City Council adopted the current language in City Code Chapter 1423 regarding the required inspection and certification of multi-family housing. The Administration recommends amending Chapter 1423 to include the attached language that requires non-owner occupied manufactured and mobile homes be subject to inspection and certification. At present the only rental housing in the City not subject to inspection and certification are non-owner occupied manufactured/mobile homes. The adoption of the proposed ordinance will ensure a consistent approach to maintaining high quality rental properties in the City.

If you have any questions please contact me.

No motion is necessary as this is the first reading.

**CITY OF SOUTHGATE
WAYNE COUNTY, MICHIGAN**

ORDINANCE NO. XX

**AN ORDINANCE TO AMEND PART FOURTEEN ~~THE CODE OF ORDINANCES~~
BUILDING AND HOUSING CODE, TITLE TWO – BUILDING STANDARDS, ~~OF~~
~~THE CODE OF ORDINANCES~~ BY AMENDING CHAPTER 1423 ENTITLED
“MULTIFAMILY HOUSING CERTIFICATION” OF THE CITY OF SOUTHGATE
CODE OF ORDINANCES.**

The City of Southgate ordains:

The City of Southgate Code of Ordinances, Part Fourteen, Title Two, Chapter 1433 entitled, Multifamily Housing Certification is hereby amended to include mobile/manufactured homes and shall read as follows:

Sec. 1423.01 – Purpose.

The purpose of this article is to establish certain responsibilities and duties of landlords and tenants essential to make such dwellings safe, sanitary, and fit for human habitation, to provide for registration with the Building Department, to provide for biennial property maintenance inspections, to require a certificate of compliance issued by the Building Department in order to occupy residential rental dwellings, and to designate penalties for violations of this chapter. Further, the purposes of this article are:

- (a) to ensure that all non-owner-occupied multifamily and mobile/manufactured home housing units are being maintained in conformance with all applicable building and safety codes, rules, and regulations for the protection of the public health and safety of the residents of the rental units and the community;
- (b) to proactively identify blighted and deteriorated rental housing stock and to ensure the rehabilitation or abatement of rental properties that do not meet minimum building and housing code standards, exterior maintenance standards, fire code standards, and site maintenance standards all in an attempt to create and maintain a healthy, safe and crime and nuisance free environment to further preserve and enhance the quality of life for the residents of the City living in multifamily and mobile/manufactured home dwellings, as well as the community as a whole;

- (c) to regulate multifamily ~~and mobile/manufactured home rental~~ housing through registration, inspection, and certification to protect the public health, safety, and welfare, and to achieve the goals of this Chapter; and
- (d) to assist the City with information to provide more adequate police, fire, and emergency protection; more equal and equitable real and personal property taxation; better efficiency and economy in furnishing public utility services; and more comprehensive and informed planning and zoning for uses of land and structures within the City.

Sec. 1423.02 – Definitions.

The following words and phrases shall have the following meanings respectively given to them in this article:

Apartment means an attached dwelling unit with party or common walls, contained in a building with other dwelling units or sharing the occupancy of a building with other than a residential use. Apartments are commonly accessed by common stair landing or walkway. Apartments are typically rented to the occupants. Apartment buildings often may have a central heating system and other central utility connections. Apartments typically do not have their own yard space. Apartments are also known as garden apartments or flats.

Apartment complex means one or more parcels of land containing a group of multifamily structures owned or managed by the same person or entity. Apartment complexes typically provide parking lots and other site amenities for tenants and guests.

Building Code means Chapter 1420, as amended, of the Code of Ordinances of Southgate, Michigan.

Building Official means the City employee or his/her designee responsible for conducting inspections under the building code, rental inspection guidelines, and property maintenance code for residential rental structures and residential rental units.

Certificate of compliance means a certificate issued by the City's Building Department indicating that the residential rental structure or dwelling unit identified on the certificate complies with all the applicable provisions of this code and other applicable state laws and City ordinances, particularly the property maintenance code and the fire prevention code.

Certificate of compliance incentive bonus means an additional twelve (12) months period of time that a certificate of compliance is valid.

Department means the City of Southgate Building Department.

Dwelling means a building or portion thereof which is used exclusively as a residence and provides complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Duplex dwelling means a detached building, designed exclusively for, and occupied by two families living independently of each other, with separate housekeeping, cooking, and bathroom facilities for each family.

Fee means a monetary fee determined from time to time by City Council resolution.

Initial phase-in period means the period from the effective date of this Chapter through completion of the first inspection cycle, a duration of approximately two (2) years, during which time all multifamily residential rental structures and residential rental units in existence on the effective date of this article shall be required to be inspected and issued a Certificate of Compliance. It shall be permissible for a tenant to continue to occupy an existing residential rental unit during the initial phase-in period barring any order of the Building Official or Fire Marshal to the contrary.

Inspection guidelines means the provisions of Chapter 1422 of the Southgate City Code entitled International Property Maintenance Code.

Lease means any written or oral agreement that sets forth conditions concerning the use and occupancy of residential rental structures or residential rental units between an owner and tenant.

Life/safety code violation means any physical condition or violation of the City's property maintenance code, fire code, building code, mechanical code, electrical code, plumbing code, blight ordinance, or county, state and federal health and safety regulations that, in the opinion of the Building Official or Fire Marshal, poses an immediate threat to the life, health, and safety of occupants of a structure or the general public.

Manufactured home means homes built as dwelling units of at least 320 square feet in size with a permanent chassis to assure the initial and continued transportability of the home. All transportable sections of manufactured homes built in the U.S. after June 15, 1976 must contain a label that certifies that the manufacturer has built the home in accordance with the U.S. Department of Housing and Urban Development's Manufactured Home Construction and Safety Standards.

Mobile home means any vehicle designed or constructed so as to permit its being used as a conveyance upon the public streets or highways, and constructed in such a manner as will permit occupancy thereof as a dwelling or sleeping place for one or more persons.

Mobile home park means any plot of ground upon which three or more mobile/manufactured homes, occupied for dwelling or sleeping purposes, are located.

Multifamily accessory facility means a common hallway or stairs, mechanical room, boiler room, laundry room, storage area, recreation facility, or other similar facility located within a multifamily structure or on the property of one or more multifamily structures.

Multifamily structure means a building consisting of three or more dwellings.

Owner means a person or entity with legal or possessory interest in a dwelling unit.

Registration means submittal of an official City application form and fee to the Building Department reporting ownership of a multifamily residential rental structure including all required data and information regarding said structure, dwellings, and accessory facilities contained within said structure, and upon said premises, and including the Responsible Local Agent where applicable.

Rent means the consideration paid for the right to use and possess property, examples of which include, but are not limited to, the payment of money, the payment of taxes, the payment of utilities, the exchange of goods or services, the performance of home improvements or routine maintenance, the occupancy of a dwelling to maintain security, a form of employment compensation, the bartered or discounted exchange(s) of merchandise or services, labor, and the like.

Responsible local agent means an individual person, corporation, partnership, or other legal entity that represents the owner and/or manages a residential rental structure and its residential rental units on behalf of the owner. The responsible local agent must have a place of business or residence in the United States within fifty (50) miles of the Southgate City limits. The responsible local agent shall be designated by the owner as responsible for operating such premises in compliance with all the provisions of the City codes and ordinances. The owner may act as the responsible local agent provided that the owner resides or has a place of business in the United States within fifty (50) miles of the Southgate City limits.

Temporary certificate of compliance means a certificate issued for a residential rental structure or unit, following an inspection, which is found to be in substantial compliance with the Code and which, in the opinion of the building official, has no life/safety code violations. Such certificate shall state any remaining violations to be corrected and the date it expires. A reasonable extension may be granted at the discretion of the department. Failure by the owner to correct the violations within the specified time shall constitute a violation of this article.

Tenant means the person, under a lease or who pays rent, entitled to the use and occupancy of a dwelling unit or any portion thereof.

Sec. 1423.03 – Registration of multifamily and mobile/manufactured residential rental structures required.

No person shall engage, or be engaged, in the operation, rental or leasing of a multifamily or mobile/manufactured residential rental unit without first registering the residential rental structure and reporting all residential rental units and accessory facilities, if any, contained therein with the City in the manner provided herein.

- (a) The owner of any existing multifamily or mobile/manufactured residential rental structure(s) shall register each such structure with the City within 30 days of the effective date of this article.

- (b) All newly constructed multifamily or mobile/manufactured residential rental structures shall be registered concurrently with the issuance of a certificate of occupancy by the City. Newly constructed multifamily or mobile/manufactured residential rental structures shall not be assessed a registration fee.
- (c) Structures not subject to the provisions of this article on the effective date of this article that later become multifamily or mobile/manufactured residential rental structures shall immediately be registered and comply with all other provisions of this article prior to occupancy.
- (d) The registration shall include a description of all residential rental dwelling units and accessory facilities, if any, within each structure and upon said premises.
- (e) One registration is required for each structure even though multiple units occupied by multiple individuals may be contained within the structure.
 - 1) Duplex dwellings shall require one registration.
 - ~~1~~2) Mobile/manufactured dwelling shall require one registration.
 - ~~2~~3) Each multifamily structure/building shall require one registration.
- (f) The registration of one multifamily or mobile/manufactured residential rental structure shall not relieve the owner from the necessity of registering all other multifamily or mobile/manufactured residential rental structures that he/she/it owns in the City.

Sec. 1423.04 – Responsible local agent.

An owner of a multifamily or mobile/manufactured residential rental structure may designate a person or entity as the responsible local agent. If the owner of a multifamily or mobile/manufactured residential rental structure resides more than fifty (50) miles from the City of Southgate or outside of the United States, the owner shall designate a person or entity as the responsible local agent.

The responsible local agent shall maintain a place of business or residence in the United States within fifty (50) miles of the City of Southgate and shall be responsible for operating and providing access to the multifamily or mobile/manufactured residential rental structure or residential rental unit.

All official notices and correspondence from the City related to administration of this article may be issued to the responsible local agent, and any notice or correspondence so issued shall be deemed to have been issued upon the owner.

Sec. 1423.05 – Registration forms.

- (a) Application for registration shall be made on a form supplied by the City and filed with the Building Department and shall include the following information:

- 1) The address of the structure, type of structure, number of dwelling units, and whether an owner occupies any portion of the structure.
 - 2) The individual owner's name, birthdate, driver's license number, address, phone number, and email address. No post office box shall be accepted as a legal address, however, may be accepted as a mailing address upon written request of the owner.
 - 3) If the owner is a corporation, the registration shall include the corporate name, Michigan corporate entity number, name and mailing address of the resident agent, corporate mailing address, phone number, and email address.
 - 4) The owner's signature or alternate method of conveying consent by a person or entity lawfully authorized to do so representing the owner or owner's estate.
 - 5) If applicable, the designation of a responsible local agent, the agent's birthdate if an individual, driver's license number if an individual, mailing address, phone number, and email address.
 - 6) The responsible local agent's signature (if applicable).
 - 7) The registration shall include the unit number and description of each dwelling unit, the number of separate exterior dwelling entrances, and all multifamily accessory facilities as requested on the form.
 - 8) A registration fee as established by City Council resolution.
- (b) The owner shall provide a site plan or drawing showing details of the property including locations of structures, parking areas and accessory facilities on the site, and a complete layout of each building showing building addresses, dwelling unit numbers and floor plans.

Sec. 1423.06 – Certificate of compliance required.

- (a) The Department shall provide for the systematic inspection of all multifamily or mobile/manufactured residential rental structures, residential rental units, and multifamily accessory facilities, which are subject to provisions of this article for the purpose of determining whether the structures, units, and facilities comply with all applicable City codes and with provisions of this article. Those structures, units, and facilities that are determined to be in compliance shall be issued a certificate of compliance.
- 1) The exterior building/grounds and each interior dwelling unit of duplex dwellings shall require separate certificates of compliance.
 - 1)2) The exterior building/grounds and the interior dwelling space of mobile/manufactured homes shall require a single certificate of compliance.
 - 2)3) The exterior building/grounds of each multifamily structure, each multifamily accessory facility, and each residential rental unit within a multifamily structure shall require separate certificates of compliance.
- (b) An owner shall provide the Department with a certificate of insurance, issued by an insurance company, that certifies that the structure(s) and unit(s) is insured against structural loss or

damage, including, but not limited to, fire damage. The certificate of insurance shall state the name of each person named on the policy and its expiration date. The certificate of insurance shall be in force at the time a certificate of compliance is issued or at the time a renewed certificate of compliance is issued.

- (c) No person or entity, either the owner or the owner's responsible local agent, shall rent or lease a residential rental unit unless that owner or agent has first obtained valid certificates of compliance from the Department except during the limited period of time until the unit is first inspected during the initial phase-in period of this article. For new construction the original certificate of occupancy shall serve as the certificate of compliance for a period of 24 months, after which the owners of said units shall apply for a standard biennial certificate of compliance renewal. Structures not subject to the provisions of this article on the effective date of this article that later become residential rental structures shall be registered, obtain a certificate of compliance, and comply with all other provisions of this article prior to occupancy of any dwelling unit.

Sec. 1423.07 – Issuance of certificate of compliance.

- (a) A certificate of compliance shall not be issued until all cited code violations have been corrected and approved, and until all fees have been paid in full.
- (b) A certificate of compliance shall be issued on the condition that the subject structure, unit, or facility remain in compliance with the City's property maintenance code and all other applicable ordinances and laws. If, after certification, the Department determines that violations exist, the certificate may be temporarily suspended as to the affected areas or the full certificate may be revoked, and the areas of violation may be ordered vacated until the subject structure, unit, or facility is brought into compliance.

Sec. 1423.08 – Term and renewal.

- (a) *Registration* of a residential rental structure shall be valid for as long as ownership or designation of a responsible local agent remains unchanged.
- (b) *Certificates of compliance* shall be renewed on a biennial basis and are valid until the expiration date recorded on the certificate of compliance unless administratively extended, suspended, or revoked by the Department. The period of time the certificate is valid shall begin on the date of the scheduled first inspection and shall expire at midnight on 24 months following issuance. If an owner or agent cancels or fails to appear for a scheduled inspection or takes an unreasonable period of time to correct code violations, the time delay to certify the structure or unit shall not serve to extend the period of time the certificate is valid. The date of issuance and expiration shall be recorded on the certificate. It is the duty of the owner or responsible local agent of the subject property to arrange for the inspection necessary for the renewal of the certificate of compliance at least 60 days prior to its expiration.

- (c) Any owner or responsible local agent shall be afforded the opportunity to earn a *certificate of compliance incentive bonus* that extends the period of time a certificate of compliance is valid from 24 months to 36 months. An additional twelve (12) months bonus time shall be granted when all of the following conditions are met:
- 1) There are no life/safety code violations cited during the initial inspection;
 - 2) There are no more than four (4) code violations cited during the initial inspection;
 - 3) All cited code violations are corrected and verified during the first scheduled re-inspection;
 - 4) There are no outstanding fees, fines, or taxes owed to the City for the subject property;
 - 5) All required permits for work done within the structure have been obtained.
- (d) If an owner or responsible local agent fails to arrange for the inspection necessary to renew the certificate of compliance at least 60 days prior to its expiration, the Department shall schedule the inspection and send notification to the owner or responsible local agent.
- (e) The department may, in the absence of any life/safety code violations, administratively extend the expiration date of a certificate of compliance of any residential rental unit due to circumstances beyond the control of an owner or responsible local agent including, but not limited to, the department's inability to perform an inspection in a timely manner.

Sec. 1423.09 – Transfer of Ownership or Responsible Local Agent.

- (a) Certificates of compliance shall be transferable when the ownership of a multifamily or mobile/manufactured residential rental structure changes provided that all certificates of compliance required for the property are valid at the time of transfer.
- (b) It shall be the duty of the new owner to immediately register with the Department consistent with Sec. 1423.03 and pay a fee established by the City.
- (c) It shall be unlawful for the owner of any multifamily or mobile/manufactured residential rental structure or residential rental unit, who has received a notice of violation of any code or ordinance of the City for that location, including zoning violations, building code violations, violations of rental inspection guidelines, fire code, or nuisance code violations, to transfer, convey, sell, including by land contract, ownership and/or interest in any way to another, unless such owner shall have first furnished to the grantee, vendee, or transferee a copy of any notice of violation and shall have furnished to the Department a signed and notarized statement from the grantee, vendee, or transferee acknowledging receipt of such notice of violation and acknowledging legal responsibility for correction of the violation.
- (d) An owner may at any time designate a new responsible local agent to replace the responsible local agent, if any, on file with the department by submitting a form provided by the department and paying a fee established by the City.

Sec. 1423.10 – Initial Inspections.

- (a) The Department shall schedule initial inspections, at its discretion, of multifamily or mobile/manufactured residential rental structures, units, and accessory facilities which are

subject to provisions of this article to determine if the structures and units qualify for a certificate of compliance. The owner or responsible local agent of the property shall receive prior notice of the Department's intent to inspect; the owner may voluntarily waive the notice period and consent to an inspection at an earlier date. The owner shall provide to the tenant(s) a minimum of 72 hours written notice of the Department's intent to inspect the unit he/she occupies.

- (b) Inspection fees established by the City shall be paid in full prior to the date of inspection.
- (c) After the initial phase-in period, all residential rental structures, units, and accessory facilities which are subject to provisions of this article shall be required to be inspected at not less than 24-month intervals nor more than 36-month intervals unless adjusted by the Department.
- (d) The Department shall inspect multifamily or mobile/manufactured residential rental structures, units, or accessory facilities pursuant to any of the following circumstances:
 - 1) Upon receipt of a new rental registration application for a structure that was not previously registered.
 - 2) Upon receipt of any certificate of compliance renewal request for any structure, unit, or accessory facility that has been previously certified.
 - 3) Upon receipt of a complaint from an owner or tenant that a structure, unit, or accessory facility is in violation of the property maintenance ordinance or any other ordinance or code of the City of Southgate, or is in violation of Michigan's housing law, Section 125.401 et seq. of the Michigan Compiled Laws.
 - 4) Upon receipt of a report or a referral from the Southgate Police Department, Department of Public Works, Fire Department, other law enforcement agency, public agency or department, or any individual indicating that the premises may be in violation of this article. The request shall be based on the personal knowledge of the person making the report.
 - 5) If an exterior survey of the premises gives the building official probable cause to believe that the premises is in violation of this article.
 - 6) Upon receipt of information that the multifamily or mobile/manufactured residential rental structure is not registered with the City as required by this chapter.
- (e) If entry to a multifamily or mobile/manufactured residential rental structure, unit, or accessory facility requiring inspection is refused, the Building Official and/or their designee shall have recourse to the remedies provided by law to secure entry, including but not limited to obtaining a warrant for an administrative search. Inspections shall be limited to only the areas necessary to ascertain compliance with applicable ordinances, codes, and state law. Every reasonable effort shall be made to obtain consent to voluntarily enter the premises for the purpose of conducting a property maintenance inspection.

Sec. 1423.11 – Reinspection required; presumptions.

- (a) *Reinspections required.* An owner or responsible local agent who is provided with written notice of a code violation or violations, shall correct the code violations within the period of time specified in the notice of violations. Failure to correct a code violation within the

specified period of time constitutes a nuisance per se and may result in the residential rental structure or residential rental unit being posted for non-compliance with the City's property maintenance code and/or any other applicable codes or regulations.

- (b) *Failure to have property timely reinspected.* Following inspection and notice of violations, should the owner, the owner's responsible local agent, or the person responsible for the structure fail to facilitate a reinspection prior to the date specified for correction of the violations or by any extended date granted by the department, it shall be presumed that any violations in the notice of violations that have not been previously reinspected and approved have not been corrected and the owner or responsible local agent shall be responsible for failing to repair those violations as if they had not been corrected.
- (c) *Inability to conduct reinspection.* Should the department not be able to gain entry to a residential rental structure or residential rental unit for a scheduled reinspection then it shall be presumed that any violations in the notice of violations that have not been previously reinspected and approved have not been corrected and the owner or responsible local agent shall be responsible for failing to repair those violations as if they had not been corrected.

Sec. 1423.12 - Notice of intent to inspect.

If the owner or the owner's responsible local agent shall not register a residential rental structure or apply for a certificate of compliance for a residential rental structure, unit, or accessory facility, the department will send notice of its intent to inspect the subject structure, unit(s), and/or accessory facilities to the owner or responsible local agent at the mailing address of record with the Assessor's Office for the property owner and the mailing address provided on the registration form if different. Owners or responsible local agents shall have 14 days from the date of mailing to submit the completed registration forms, fees, and request for inspection appointment.

Sec. 1423.13 – Inspection guidelines and property maintenance standards.

The inspection guidelines and property maintenance standards required by this article shall be governed by those guidelines set forth in Chapter 1422 of the Southgate City Code entitled International Property Maintenance Code.

Sec. 1423.14 – Notices and Orders

- (a) Official notices and orders issued pursuant to this article, including but not limited to inspection scheduling notices, inspection reports, notices of code violations, and invoices, shall be served upon the owner or designated responsible local agent by first class mail to the address reported on the registration form, in person, or by email to the email address reported on the registration form upon written consent of the owner or agent.
- (b) Whenever the Building Official or his/her designee determines that there has been a violation of any section of this article, he/she shall give notice of such alleged violation and order for correction of the violation as provided for in the International Property Maintenance Code, Chapter 1422 of the Code of Ordinances.

Sec. 1423.15 – Appeal Process

(a) Appeal of Applicability of the Article.

- 1) If the owner or responsible local agent disagrees with the opinion of the Building Official or his/her designee as to whether the subject property is subject to provisions of this Chapter other than the International Property Maintenance Code, the owner or responsible local agent may appeal to the City Council.
- 2) Any owner or responsible local agent requesting such an appeal shall file a written request therefor to the Building Department within ten (10) days after the date of the opinion of the Building Official. The appeal shall be made in writing and mailed, or hand delivered to the Building Department.
- 3) As soon as practical, the City Council shall fix a time, date and place for a hearing and provide notice of the same to the owner or responsible local agent ten (10) days before the scheduled hearing date.
- 4) The City Council shall hear evidence and testimony by City Departments and other concerned individuals regarding the appeal. The owner or responsible local agent, and/or their representatives, shall be allowed to present evidence and testimony at the hearing on the issues that are the subject of the appeal. After the hearing, the City Council shall decide by Resolution whether the subject structure or dwelling shall be regulated pursuant to provisions of this article. The decision of the City Council shall be final and shall be binding on the owner, responsible local agent, tenant, and the City.
- 5) The owner may appeal the final decision of the City Council to the Wayne County Circuit Court within 21 days of the date of the final decision.

(b) Appeal of Notice of Violation of the International Property Maintenance Code.

- 1) If the owner or responsible local agent disagrees with the opinion of the Building Official or his/her designee as to the existence of an alleged violation, or the period of time that will be reasonably required to correct the alleged violation as set forth in the notice of violation, the owner or responsible local agent may appeal as provided for in the International Property Maintenance Code, Chapter 1422 of the Code of Ordinances.

Sec 1423.16 – Fees.

- (a) Reasonable fees to receive and process registrations, to schedule and conduct inspections and reinspections, to invoice and collect fees, to issue certificates of compliance, and for other miscellaneous requirements to administer this chapter shall be established by resolution adopted by the City Council and shall be placed on file and made available to the public by the City Clerk's Office.
- (b) A fee will be charged when an inspector is unable to conduct an inspection because the person responsible for facilitating access was not present to do so, when the inspector is effectively locked out of the area to be inspected, when an inspection is canceled less than

72 hours prior to its scheduled date/time of occurrence, and when an administrative search warrant is necessary to facilitate an inspection.

Sec. 1423.17 – Right to examine certificate of compliance; registry of certificate holders.

- (a) The owner or responsible local agent shall provide a copy of a valid certificate of compliance to the tenant or prospective tenant upon request.
- (b) The Building Department shall maintain a registry of all multifamily residential rental structures and residential rental units that have been granted valid certificates of compliance or have had a certificate of compliance denied, suspended, or revoked. Such registry shall be available for public inspection.

Sec. 1423.18 – Harassment.

- (a) Any owner or responsible local agent who harasses or threatens a tenant or person who pays rent with loss of occupancy because of filing a verified complaint shall be responsible for a municipal civil infraction.
- (b) Any tenant or person who pays rent who shall maliciously or frivolously cause an inspection to be made for the purpose of harassing any individual, owner or responsible local agent, corporation, or governmental agency when no violation is present shall be responsible for a municipal civil infraction.
- (c) Building Officials and/or his/her designees shall not be harassed, stalked, threatened, hindered, assaulted, or otherwise interfered with in the performance of their duties. Notwithstanding any other section in this article, a violation of this subsection shall be a municipal civil infraction.

Sec. 1423.19 – Penalties.

- (a) Any person who shall violate the provisions of this Chapter, or who shall fail to comply with any of the requirements thereof, shall be guilty of a municipal civil infraction. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues. The enforcing agency for the City shall be the Building Department.
- (b) The civil fines payable to the City's Municipal Ordinance Violations Bureau for admissions of responsibility shall be as follows:
 - 1) \$100 for a first offense.
 - 2) \$300 for a second repeat offense within two years.
 - 3) \$500 for a third and each subsequent repeat offense within two years.

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

ED GAWLIK JR.

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator

Date: May 10, 2024

Re: 1st Reading of Proposed changes to Ordinance 1298.05 Off-Street Parking of Storage
of Motor Vehicles, Commercial Vehicles and Recreational Vehicles

The Administration recommends the attached ordinance change to section 1298.05 to better regulate the storage of large commercial vehicles on residential property. The recommended changes specifically change section 1298.05(b)(2)A by adding buses, bucket trucks, cube truck/vans, and other commercial vehicles with more than two axels or dual rear wheel tires to the list of vehicles not permitted to be parked on residential properties.

The current language prohibits a variety of large commercial vehicles from being parked in residential areas but the proposed changes further clarify the types of restricted vehicles.

If you have any questions please contact me.

No motion is necessary, as this is the first reading.

Proposed Changes:

1298.05 OFF-STREET PARKING OR STORAGE OF MOTOR VEHICLES, COMMERCIAL VEHICLES AND RECREATIONAL VEHICLES.

The off-street parking or storage of any mobile home, recreational vehicle or recreational equipment in any Residential District shall be subject to the following conditions:

(1) Except where otherwise permitted in this Zoning Code, the off-street parking of a mobile home for periods exceeding twenty-four hours on land not approved for mobile homes or mobile home parks shall be expressly prohibited.

All mobile homes owned by residents of the City and stored on their individual lots shall be stored only within the confines of the rear yard and shall, further, respect the requirements of Section 1298.04(a) insofar as distances from principal structures, lot lines and easements are concerned.

No such mobile home so parked or stored shall be connected to sanitary facilities or occupied.

(2) Recreational vehicles and recreational equipment may be parked anywhere on residential premises for not longer than forty-eight hours while being loaded or unloaded in connection with its recreational use.

(3) Except for temporary loading and unloading as allowed by paragraph (a)(2) above, all recreational vehicles and recreational equipment shall be stored on a paved surface in the rear yard only and shall be subject to the applicable conditions of this section regarding accessory buildings with respect to height, yard coverage and setbacks. In the case of a corner lot where the rear lot line is also a side lot line for the lot to its rear, the storage of recreational vehicles and recreational equipment shall occur no closer to the exterior side street lot line than the minimum required front yard setback distance for the lot to its rear.

(4) Recreational vehicles and recreational equipment parked or stored on residential premises shall be kept in good repair and shall carry a current license plate and/or registration as required by law.

(5) At no time shall recreational vehicles or recreational equipment be used for living or housekeeping purposes, nor may it be connected to water or sanitary sewer facilities.

(6) The outdoor storage of recreational vehicles or recreational equipment on any residential lot or parcel shall be limited to only that equipment owned by or licensed or registered to the occupant of the residential lot or parcel on which the equipment is stored.

(7) In the case of a multifamily dwelling, a complex of multifamily dwellings or mobile home parks, the City shall require that a screened area, in addition to off-street parking spaces, be provided on the site for the parking and storage of recreational vehicles.

(b) The off-street parking of commercial vehicles in any Residential District shall be subject to the following conditions:

(1) No person shall park, and no registered owner of a vehicle shall permit to be parked, any commercial vehicle weighing in excess of 5,000 pounds on any residentially zoned property

in the City for any purpose or length of time, other than for expeditious loading, delivery, pick-up or unloading of materials, goods or merchandise, or for the purpose of carrying on a principal use permitted on the property on which the vehicle is parked, as otherwise provided in this Zoning Code.

(2) The above paragraph (b)(1) shall not preclude the parking on premises of commercial vehicles that are the principal means of transportation for a resident in the conduct of such resident's employment or profession, provided:

A. ~~They do not include semi-trailer trucks and tractors, utility trailers, dump trucks, stake trucks, flat-bed trucks, and wreckers.~~ They do not include:

1. Semi-trucks, tractors, and trailers;
2. Utility trailers
3. Buses;
4. Bucket Truck or other vehicles with an attached aerial work platform;
5. Cube truck/van style vehicles;
6. Stake trucks;
7. Wreckers;
8. Dump trucks; and
9. Other commercial type vehicles with more than two (2) axels or dual rear wheel tires

B. They are parked on a paved surface in a side yard or rear yard only.

(3) The owner of residentially owned property shall not permit a commercial vehicle to remain on such property in violation of this Zoning Code.

(4) In any proceeding for a violation of this section, where a motor vehicle displays commercial license registration plates, such registration shall constitute prima-facie presumption that it is a commercial vehicle at the time of any alleged violation.

(5) In any proceeding for a violation of the weight limitations of this section, the weight indicated on the vehicle's registration shall constitute a prima-facie presumption of the weight of the vehicle at the time of any alleged violation.

(Ord. 10-897. Passed 2-3-10.)

(c) The off-street parking or storage of motor vehicles, where permitted, in any nonresidential district, shall be subject to the following requirements:

(1) The on-premises parking of motor vehicles for the purpose of loading or unloading of materials or products shall be permitted as regulated in Section 1292.04.

(2) The outdoor parking of motor vehicles for periods of more than eighteen hours shall be prohibited, except that the parking on premises of vans, pickup trucks and similar single rear axle, step-type delivery vehicles, excluding semitrailer trucks and tractors, when used as an integral and necessary part of a business operation, may be parked on the premises for up to sixty-four continuous hours, provided that:

A. Not more than three such vehicles shall be so parked at one time during any sixty-four hour period.

B. They are parked in a uniform manner, neat and orderly in appearance.

D. They shall not be parked in any required landscaped area nor in any required off-street parking space, vehicle maneuvering lane or designated loading or unloading areas, during business hours.

(3) No motor vehicle shall be stored outdoors in any nonresidential district, except that motor vehicles for sale may be stored or displayed outdoors when they are on the premises of a new car dealership.

(Ord. 492. Passed 6-5-91.)