

Southgate City Council Agenda

Council Chambers

14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday November 20, 2024

6:30pm

Work Study Session

1. Councilperson Karen E. George Longevity Recognition
2. Halloween Home Decorating Contest Awards
3. Officials Reports
4. Discussion of Agenda Items

7:00 pm

Regular Meeting

Pledge of Allegiance

Roll Call:

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

Minutes:

1. Work Study Meeting Minutes dated November 6, 2024
2. Regular City Council Meeting Minutes dated November 6, 2024

Scheduled Persons in the Audience:

Consideration of Bids:

1. Letter from Mayor; Award Bid for Solid Waste Collection & Disposal, Recycling & Compost

Page 5

Scheduled Hearings:

Communications "A"

1. Letter from Mayor; Re: Contract Extension – Plumbing Repairs **(Waiver of Bid)**
2. Letter from Mayor; Re: Purchase of 2 Police Vehicles **(Waiver of Bid)**
3. Letter from Mayor; Re: Contract Extension – Sand, Top Soil, 21A Limestone **(Waiver of Bid)**
4. Letter from Mayor; Re: Approve Grant Writer Consulting Fees
5. Letter from Mayor; Re: Authorize Payment for Police Academy Tuition
6. Memo from Administrator; Re: Environmental Review Services for CDBG-DR Grant

Page 10

Page 15

Page 22

Page 26

Page 30

Page 36

Communications "B" – (Receive and File):

Ordinances:

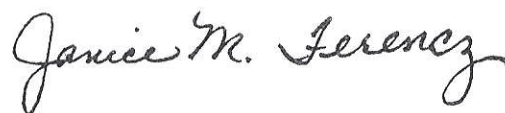
Old Business:

New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant #1509 \$1,930,539.22

Adjournment:



Janice M. Ferencz, City Clerk

City Council

Work Study Session

November 6, 2024

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

Present: Victoria Araj, Priscilla Ayres-Reiss, Edward Gawlik, Jr., Karen George, Christian Graziani, 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, Recreation Director Julie Goddard, City Engineer John Hennessey, DPS Director Kevin Anderson & Building Inspections Director Tim Leach

Mayor Kuspa read a proclamation for National American Indian Heritage Month.

Discussed the following agenda items:

- Approve Obligation of APRA Fund for Revenue Replacement
- Request for DDA Class C Liquor License 15231 Trenton Road
- Approve Purchase of Hydraulic Power Unit-Waiver of Bid
- Approve Electrical Repairs and Maintenance-Waiver of Bid
- Approve Southgate Share of AFG for Replacement Firehose-Waiver of Bid
- Approve Sourcewell Contracts for Auto Parts-Waiver of Bid
- Approve Quote for Library Carpeting-Waiver of Bid
- Approve Contract Extension for City Hall Stairwell Flooring

This meeting ended at 6:45 p.m.

City of Southgate

Regular City Council Meeting

November 6, 2024

A Regular Meeting of the Council of the City of Southgate was held on Wednesday, November 6, 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: Victoria Araj, Priscilla Ayres-Reiss, Edward Gawlik Jr., Karen George, Christian Graziani, 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, Recreation Director Julie Goddard, City Engineer John Hennessey, DPS Director Kevin Anderson & Building Inspections Director Tim Leach

Minutes:

Moved by George, supported Ayres-Reiss, RESOLVED, that the minutes of the City Council Work Study Session dated October 16, 2024 be approved as presented. Carried unanimously.

Moved by Rauch, supported by Araj, RESOLVED, that the minutes of the Regular City Council Meeting dated October 16, 2024 be approved as presented. Carried unanimously.

Consideration of Bids:

1. Letter from Mayor; Re: Park Remaining Contract Items moved by Araj, supported by George, RESOLVED THAT the Southgate City Council award the bid for the Southgate Tower Park & Pedestrian Bridge Project – Park Remaining Contract Items to The Alan Group in the amount of \$1,229,000.00, subject to additional scope of work modifications, with funds to be provided from the Wayne County ARPA grant. Motion carried unanimously.

Communications "A":

1. Memo from Administrator; Re: Approve Obligation of ARPA Fund for Revenue Replacement moved by Gawlik, supported by Rauch, RESOLVED THAT the Southgate City Council approve the use of remaining American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) funds in the amount of \$765,241.04 as "revenue replacement", and designate the funds be used for building repairs, maintenance, and improvements. Motion carried unanimously.
2. Memo from Administrator; Re: Request for DDA Class C Liquor License 15231 Trenton Road moved by Rauch, supported by Gawlik, RESOLVED THAT the Southgate City Council recommend the application submitted by HopCat Southgate LLC, located at 15231 Trenton Road, Southgate MI for a Downtown Development District (DDA) Class C Liquor License per MCL 436.1521a(1)(b) for approval by the Michigan Liquor Control Commission. Motion carried unanimously.
3. Letter from Mayor; Re: Purchase of Hydraulic Power Unit-Waiver of Bid moved by Graziani, supported by Ayres-Reiss, RESOLVED THAT the Southgate City Council waive the bid process and approve the purchase of a hydraulic power unit from Jack Doheny Companies in the amount of \$11,634.20. Motion carried unanimously.
4. Letter from Mayor; Re: Electrical Repairs and Maintenance-Waiver of Bid moved by Rauch, supported by Ayres-Reiss, RESOLVED THAT the Southgate City Council waive the city bid process and approve a contract extension with Riney Electric through December 31, 2026, at their current rates of \$55.00 per

Regular City Council Meeting November 6, 2024

hour for Monday-Friday between 8am and 5pm, and \$75.00 per hour for weekdays after 5pm, Saturdays, Sundays, and Holidays. Motion carried unanimously.

5. Letter from Mayor; Re: Approval of Southgate Share of AFG for Replacement Firehose-Waiver of Bid moved by Araj, supported by George, RESOLVED THAT the Southgate City Council waive the city bid process and approve purchase of replacement fire hose in the amount of \$3,650.34, representing Southgate's share of the Assistance to Firefighters Grant administered by the City of Wyandotte Fire Department. Motion carried unanimously.
6. Letter from Mayor; Re: Approval of Sourcewell Contracts for Auto Parts-Waiver of Bid moved by Gawlik, supported by Rauch, RESOLVED THAT the Southgate City Council waive the city bid process and approve agreements with NAPA Auto Parks, Southgate Ford, and Dick Genthe Chevrolet for the purchase of auto parts under the national Sourcewell awarded contracts to those respective vendors. Motion carried unanimously.
7. Letter from Mayor; Re: Approve Quote for Library Carpeting-Waiver of Bid moved by Ayres-Reiss, supported by George, RESOLVED THAT the Southgate City Council waive the bid process and approve quote from Jabro Carpet One for replacement carpeting in the old storytime room at the Southgate Veterans Memorial Library in the amount of \$2,851.60. Motion carried unanimously.
8. Letter from Mayor; Re: Approval of Contract Extension for City Hall Stairwell Flooring moved by Ayres-Reiss, supported by Gawlik, RESOLVED THAT the Southgate City Council approve contract extension with Jabro Carpet One for the installation of replacement flooring in the City Hall service stairways in the amount of \$5,065.73. Motion carried unanimously.

Unscheduled Persons In Audience

1. William King, Commander at the VFW Post 2983, invited everyone to their Marine Corp & Veteran's Day events on November 10th and 11th from 10 a.m. – 5 p.m. each day.

Claims and Accounts:

Moved by Rauch, supported by George, RESOLVED, that Claims and Accounts be paid as outlined on Warrant #1508 for \$3,880,564.43. Motion carried unanimously.

Adjournment:

Moved by George, supported by Gawlik, RESOLVED THAT this Regular Meeting of the Southgate City Council be adjourned at 7:15 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

ED GAWLIK JR.

VICTORIA ARAJ

November 15, 2024

To the Honorable
City Council
Southgate, Michigan 48195

Re: Award Bid for Solid Waste Collection & Disposal, Recycling and Compost

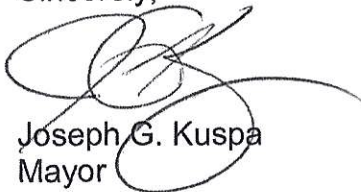
Ladies and Gentlemen:

It is recommended by the City Administrator and I concur, to award the bid for Solid Waste Collection & Disposal, Recycling and Compost to Priority Waste, Clinton Township, Michigan, for an 8-year agreement with the total contract amount of \$18,336,320.00. Two bid proposals were submitted and reviewed by the Assistant City Administrator/Finance Director. An 8 year agreement is in the best financial interest of the City.

Sufficient funds are available in the General Fund for this contract.

Your favorable consideration of this matter is requested.

Sincerely,



Joseph G. Kuspa
Mayor

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

ED GAWLIK JR.

VICTORIA ARAJ

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator

Date: November 15, 2024

Re: Recommendation to Award Bid for Solid Waste Collection & Disposal,
Recycling, and Composting Program

The City of Southgate's current contract for waste collection expires on March 31, 2025. Invitation to Bid was published on MITN, and four vendors responded to this bid solicitation. However, two vendors submitted letters of "No Bid". The remaining two vendors' bid proposals were, reviewed by the Finance Director, tabulated, and compared to verify they meet the bid specifications. The bid tabulation and summary are included in the Agenda Packet.

Based on the results of the bid, the Administration recommends Priority Waste (Clinton Township, MI) for an 8-year agreement for the solid waste collection & disposal, recycling, and composting program bid award. The total amount of the contract for the award period is \$18,336,320.

Funds for this project are available in the General Fund.

Proposed Motion: *Award bid for solid waste collection & disposal, recycling, and composting program to Priority Waste (Clinton Twp. MI) for an 8 year term, commencing March 31, 2025, in the total contract amount of \$18,336,320.*

	Stevens Disposal	Priority Waste
Year 1	\$ 2,011,450.00	\$ 2,113,540.00
Year 2	2,091,560.00	2,172,340.00
Year 3	<u>2,175,150.00</u>	<u>2,233,540.00</u>
	\$ 6,278,160.00	\$ 6,519,420.00
Year 4	\$ 2,262,340.00	\$ 2,247,940.00
Year 5	<u>2,353,130.00</u>	<u>2,311,540.00</u>
	\$ 10,893,630.00	\$ 11,078,900.00
Year 6	\$ 2,454,720.00	\$ 2,349,940.00
Year 7	2,552,710.00	2,418,340.00
Year 8	<u>2,654,300.00</u>	<u>2,489,140.00</u>
	\$ 18,555,360.00	\$ 18,336,320.00

Total Price - 8-Year (Addl Svc + Alt Options)	\$ 274 560 00
--	----------------------

[illegible]

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

ED GAWLIK JR.

VICTORIA ARAJ

November 14, 2024

To the Honorable
City Council
Southgate, Michigan 48195

Re: Contract Extension – Plumbing Repairs **(Waiver of Bid)**

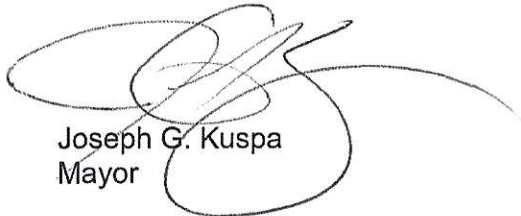
Ladies and Gentlemen:

I have reviewed the above with the DPS Director and I concur with his recommendation to waive the bid process and award the contract extension for plumbing repairs to Quint Plumbing for a term of January 5, 2025 – January 4, 2027. Quint has agreed to hold their unit prices that were approved by council at their meeting in April of 2010 when the competitive bid was awarded. (\$50.00 per hour weekdays 8am to 5pm and \$60.00 after 5pm, Holidays and weekends.)

Funds are budgeted in the Water and Sewer Fund budgets for this contract extension.

Your favorable consideration of this matter is greatly appreciated.

Sincerely,



Joseph G. Kuspa
Mayor

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

ED GAWLIK JR.

VICTORIA ARAJ

MEMORANDUM

TO: Honorable Mayor and City Council

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

DATE: November 13, 2024

RE: Recommendation for Contract Extension with Quint Plumbing for Plumbing Repairs **(Waiver of Bid)**

I have reviewed the above item with the DPS Director and concur with his recommendation to waive the bid process and approve a contract extension with Quint Plumbing & Heating, Inc. (Wyandotte MI) beginning January 5, 2025 through January 4, 2027, at their current fee schedule.

Adequate funds are available in the General Fund and Water & Sewer Fund budgets for this purchase.

Proposed Motion

Waive the City bid process and approve a contract extension with Quint Plumbing and Heating, Inc., beginning January 5, 2025 through January 4, 2027 at their current fee schedule originally approved in April of 2010.

From the Desk of:
Kevin Anderson
Director, D.P.S.
November 15, 2024

To: Dan Marsh
City Administrator

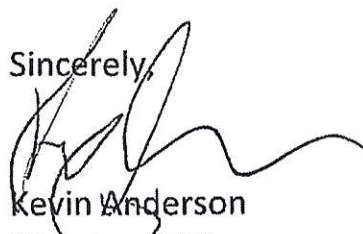
Re: Bid Extension Recommendation for Plumbing Repairs

I respectfully request to extend the bid for Plumbing Repairs to **Quint Plumbing & Heating, Inc.** They will extend the pricing on Plumbing Repairs with the city of Southgate for 2 years beginning on January 5, 2025 and ending on January 4, 2027. (Current bid expiration is January 4, 2025)

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

If you have any questions, please contact me.

Sincerely,



Kevin Anderson
Director, DPS

Enclosure

KA/ew



Quint Plumbing & Heating, Inc

4144 6th Street Wyandotte, MI 48192

www.quintplumbingmi.com Email: admin@quintplumbing.com

Phone: 734-281-1153

Fax: 734-281-0405

November 1st, 2024

City of Southgate DPW
14719 Schaefer
Southgate, MI 48195

Dear Mr. Anderson:

Quint Plumbing & Heating, Inc. is extending the contract with current pricing with the City of Southgate for two (2) years beginning January 5, 2025 and ending on January 4, 2027.

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

Sincerely,

Quint Plumbing & Heating, Inc.

Michael Quint
Owner

City of Southgate

Department of Public Service
14400 Dix-Toledo Highway
Southgate, Michigan 48195

Bid Tabulation for Plumbing Repairs

Due & Opened March 16, 2010 @ 10:00 AM

Tru-Flo Plumbing, Inc.

3215 Dix Highway
Lincoln Park, MI 48101

Tim Sgro

(313) 383-4784

Labor Charge for One Journeyman Weekdays (8am to 5pm) \$85.00/hour

Labor Charge for One Apprentice Weekdays (8am to 5pm) \$27.50/hour

Labor Charge for One Journeyman Weekdays (after 5pm) Weekends & Holidays \$95.00/ hour

Labor Charge for One Apprentice Weekdays (after 5pm) Weekends & Holidays \$37.50/ hour

Quint Plumbing & Heating, Inc.

4144 Sixth Street
Wyandotte, MI 48192

Michael Quint

(734) 281-1153

Labor Charge for One Journeyman Weekdays (8am to 5pm) \$50.00/hour

Labor Charge for One Apprentice Weekdays (8am to 5pm) \$50.00/hour

Labor Charge for One Journeyman Weekdays (after 5pm) Weekends & Holidays \$60.00/ hour

Labor Charge for One Apprentice Weekdays (after 5pm) Weekends & Holidays \$50.00/ hour

HelleBuyck Mechanical, Inc.

23210 Greater Mack #116
St. Clair Shores, MI 48080

Bruce Alan HelleBuyck

(586) 445-7920

Labor Charge for One Journeyman Weekdays (8am to 5pm) \$90.00/hour

Labor Charge for One Apprentice Weekdays (8am to 5pm) \$65.00/hour

Labor Charge for One Journeyman Weekdays (after 5pm) Weekends & Holidays \$135.00/ hour

Labor Charge for One Apprentice Weekdays (after 5pm) Weekends & Holidays \$95.00/ hour

Allied Building Operation

1801 Howard
Detroit, MI 48044

Keith Hunt

(313) 230-0800

Labor Charge for One Journeyman Weekdays (8am to 5pm) \$50.00/hour

Labor Charge for One Apprentice Weekdays (8am to 5pm) \$39.00/hour

Labor Charge for One Journeyman Weekdays (after 5pm) Weekends & Holidays \$58.00/ hour

Labor Charge for One Apprentice Weekdays (after 5pm) Weekends & Holidays \$47.00/ hour

Bids were mailed to the following with no quotation received:

Southgate Plumbing & Heating
Southgate, MI

Midstate Drain & Sewer
Taylor, MI

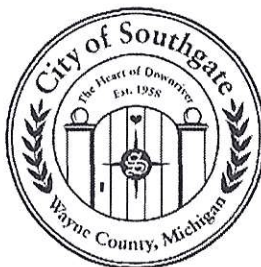
Gill Plumbing & Heating
Southgate, MI

*Bids were also solicited via the Michigan Inter-Governmental Trade Network

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

ED GAWLIK JR.

VICTORIA ARAJ

November 14, 2024

To the Honorable
City Council
Southgate, Michigan 48195

Re: Purchase of 2 Police Vehicles – **Waiver of Bid**

Ladies and Gentlemen:

It is recommended by the Police Chief and I concur, that the bid procedure be waived and to award the purchase of one (1) 2025 Police Interceptor Utility AWD Vehicle in the amount of \$45,764.00 and one (1) 2024 AWD Ford Edge in the amount of \$37,294.00 for a total amount of \$83,058.00 to Southgate Ford. Southgate Ford has agreed to match the State of Michigan Bid Price under the MiDeal program.

Adequate funds are available for this purchase in the Capital Projects Fund.

Your favorable consideration of this matter is greatly appreciated.

Sincerely,



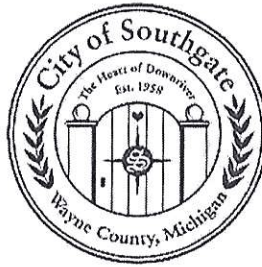
Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

ED GAWLIK JR.

VICTORIA ARAJ

MEMORANDUM

TO: Honorable Mayor and City Council

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

DATE: November 14, 2024

RE: Request to Approve Purchase of Two (2) Police Vehicles **(WAIVER OF BID)**

I have reviewed the above with the Director of Public Safety and concur with his recommendation to waive the city bidding process and purchase from Southgate Ford (Southgate MI) one (1) 2025 Ford Police Interceptor Utility AWD patrol vehicle in the amount of \$45,764.00 and one (1) 2024 AWD Ford Edge in the amount of \$37,294.00 for a total amount of \$83,058.00. Southgate Ford has agreed to match the State of Michigan bid award price under the MiDEAL program.

Adequate funds are available in the Capital Projects Fund budget.

Proposed Motion

Waive the city bidding process, accept the State of Michigan MiDEAL bid award price, and approve the purchase from Southgate Ford of one (1) 2025 Ford Police Interceptor Utility AWD patrol vehicles in the amount of \$45,764.00 and one (1) 2024 AWD Ford Edge in the amount of \$37,294.00, for a total amount of \$83,058.00.



SOUTHGATE POLICE DEPARTMENT MEMO

To: Honorable Mayor Joseph G. Kuspa

From: Joseph Marsh, Director of Public Safety

Re: **Request for Purchase Approval**

Date: November 4th, 2024

Dear Mayor,

The Police Department is requesting to purchase/order (1) one 2025 Ford Police Interceptor Utility AWD patrol vehicle and (1) one 2024 AWD Ford Edge for the police Detective Bureau. Adequate funding has been set aside by the Finance Director for this purpose.

Southgate Ford has agreed to match the State of Michigan bid award price (State Reference #3003) for the Ford Police Utility Patrol Vehicle and (State Reference #0040-2WDU-1) for the 2024 Ford Edge. The purchase price for the Police Interceptor Utility vehicle is \$45,764.00 and the purchase price for the Ford Edge is \$37,294.00. The total purchase amount for both vehicles is \$83,058.00

It is my recommendation that the purchase of (1) one 2025 Ford Police Utility Interceptor AWD Black in color, and one 2024 Ford Edge for the Detective Bureau be awarded to Southgate Ford, 16501 Fort St., Southgate, Michigan in the amount of \$83,058.00. With your concurrence, I respectfully request this item be placed on the City Council's agenda for the meeting scheduled on November 20th, 2024 for purpose of purchase approval.

Sincerely,

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

Joseph L. Marsh

Director of Public Safety

cc: Finance Director, City Administrator, Chief Mydlarz, COA Pres. Klonowski, POLC Union Pres. Parsons, Public Safety Commission (7), file

SOUTHGATE FORD

"The Home Of Quality Sales & Service"

16501 Fort St. • Southgate, MI 48195
Phone 734-282-3636 • Fax 734-282-1770
southgateford.com

Ford

October 30, 2024

City of Southgate
14719 Schafer Ct
Southgate, MI 48195
Attention: Joe Marsh, Director of Public Safety

Dear Joe,

The following bid (with attachment) reflects the State Bid Award for;
2025 Ford Police Interceptor Utility AWD (State Reference #3003).

Your price = \$45,764.00 with the following breakdown;

State Bid Award = \$42,589.00
2025 Model Year Price Increase = \$2350.00
City of Southgate Upgrades = \$810.00
Title Fee = \$15.00

Delivery is expected within 4-6 months.

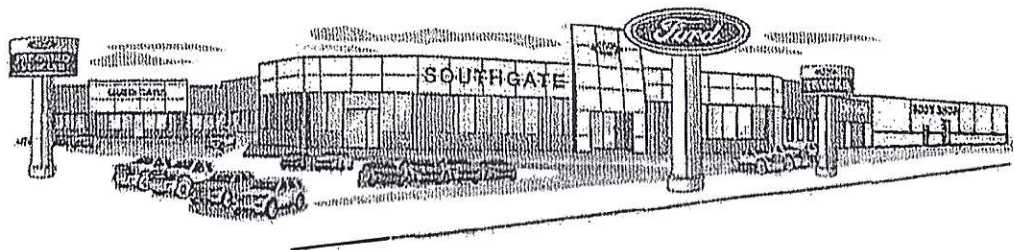
Sincerely yours,



Don Daniel

Sales/Fleet Specialist
Southgate Ford

D 734-324-9808



CNGP530

VEHICLE ORDER CONFIRMATION

10/03/24 07:34:55

==>

Dealer: F48026

2025 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 0001 Priority: L4 Ord FIN: QD688 Order Type: 5B Price Level: 515

Ord Code: 500A Cust/Flt Name: CITY OF SGTE PO Number: VERBAL PER

RETAIL

RETAIL

K8A 4DR AWD POLICE \$49515

68G RR DR/LK INOP \$80

.119" WHEELBASE

794 PRICE CONCESSION

UM AGATE BLACK

REMARKS TRAILER

9 CLTH BKTS/VNL R

85R RR MOUNT PLATE 60

W ONYX INTERIOR

87M 8" REAR CAMERA NC

500A EQUIP GRP

SP DLR ACCT ADJ

.FM STEREO

SP FLT ACCT CR

99B 3.3L V6 TI-VCT (2330)

FUEL CHARGE

44U 10SPD AUTO TRAN NC

B4A NET INV FLT OPT NC

JOB #2 ORDER

PRICED DORA NC

FLEET SPCL ADJ NC

DEST AND DELIV 1595

18D GBL LOCK/UNLOCK NC

TOTAL BASE AND OPTIONS 49590

425 50 STATE EMISS NC

TOTAL 49590

51S DUAL LED LAMPS 620

THIS IS NOT AN INVOICE

59B KEY CODE 1284X 50

*TOTAL PRICE EXCLUDES COMP PR

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

F9=View Trailers

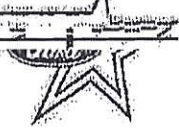
S099 - PRESS F4 TO SUBMIT

QC02761

SOUTHGATE FORD

"The Home Of Quality Sales & Service"

16501 Fort St. • Southgate, MI 48195
Phone 734-282-3636 • Fax 734-282-1770
southgateford.com



October 30, 2024

City of Southgate
14719 Schafer Ct
Southgate, MI 48195
Attention: Joe Marsh, Director of Public Safety

Dear Joe,

The following bid (with attachment) reflects the State Bid Award for;
2024 AWD Ford Edge (State Reference #0040-2WDU-1).

Ford stopped production of the '24 Edge months ago with no plans to bring it back. What we have left in inventory will likely be gone within a month. I have placed one on hold that is a Black AWD SEL Edge (see attachment).

Your price = \$37,294.00 with the following breakdown;

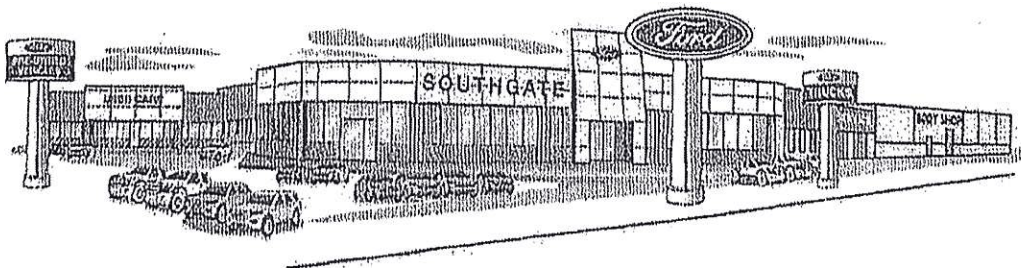
State Bid Award = \$32,460.00
2024 Model Year Price Increase = \$100.00
City of Southgate Upgrades = \$3000.00
Stock vs Order Surcharge \$1719.00
Title Fee = \$15.00

Delivery is available within the month of November.

Sincerely yours,

Don Daniel
Sales/Fleet Specialist
Southgate Ford

D 734-324-9808



CNGP530

VEHICLE ORDER CONFIRMATION

10/11/24 12:47:22

Dealer: F48026

Page: 1 of 1

2024 EDGE

Order No: 0001 Priority: D4 Ord FIN: QD688 Order Type: 5B Price Level: 430
 Ord Code: 201A Cust/Flt Name: CITY OF SGTE PO Number: VERBAL PER

RETAIL

RETAIL

K4J EDGE AWD-SEL \$39665

CHARGING PAD

UM AGATE BLACK MET

FLEET SPCL ADJ NC

V ACTIVEX SEATS

425 50 STATE EMISS NC

E EBONY

51Q MINI SPARE 100

201A EQUIP GRP

SP DLR ACCT ADJ

.18" PAINTD WHLS

SP FLT ACCT CR

999 .2.0L ECOBOOST NC

FUEL CHARGE

448 .8SPD AUTO TRANS NC

B4A NET INV FLT OPT NC

245/60R18 A/S

PRICED DORA NC

17S HTD STEER WHEEL 350

DEST AND DELIV 1495

51G CONVENIENCE PKG 1250

TOTAL BASE AND OPTIONS 42860

.PERIMETER ALARM

TOTAL 42860

.POWER LIFTGATE

THIS IS NOT AN INVOICE

.REMOTE START

.UNIV GAR DR OP

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC02761

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

ED GAWLIK JR.

VICTORIA ARAJ

November 14, 2024

To the Honorable
City Council
Southgate, Michigan 48195

Re: Contract Extension for Sand, Top Soil and 21A Limestone **(Waiver of Bid)**

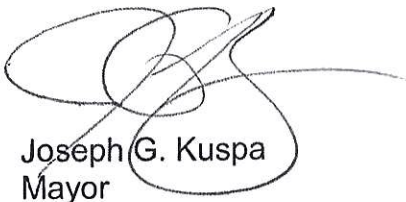
Ladies and Gentlemen:

It is recommended by the Department of Public Services Director and I concur, to waive the bid procedure and extend the current contract with Freeport Supply Co., Brownstown, Michigan, for Top Soil, Sand and 21A Aggregate for the period ending January 2026. The current rates are \$14.95/ton for Top Soil, \$10.74/ton for Sand and \$10.40/ton for 21A Limestone. Freeport Supply Co. originally was awarded the competitive bid contract at the January 6, 2021 council meeting, and they have maintained the originally bid prices.

Adequate funds are available in the Water and Sewer Budget fund.

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
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

ED GAWLIK JR.

VICTORIA ARAJ

MEMORANDUM

TO: Honorable Mayor and City Council

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

DATE: November 13, 2024

RE: Recommendation for Contract Extension for Sand, Topsoil, and 21A Limestone
(Waiver of Bid)

I have reviewed the above item with the DPS Director and concur with his recommendation to waive the bid process and approve a contract extension with Freeport Supply Co. (Brownstown MI) through January 31, 2026, for sand, topsoil, and 21A limestone at the current fee schedule.

Adequate funds are available in the General Fund and Water & Sewer Fund budgets for this purchase.

Proposed Motion

Waive the city bid process and approve a contract extension with Freeport Supply Co. through January 31, 2026, at their current fee schedule.

From the Desk of:
Kevin Anderson
Director, D.P.S.
November 7, 2024

To: Doug Drysdale
Finance Director

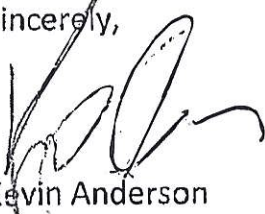
Re: Bid Extension Recommendation for Sand, Topsoil and 21A

I respectfully request to extend the bid for Sand, Topsoil and 21A to Freeport Supply Co. 20091 Pennsylvania Brownstown, MI 49193, for a period of one year.

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

If you have any questions, please contact me.

Sincerely,



Kevin Anderson
Director D.P.S.

Enclosure
KA/ew

FREEPORT SUPPLY COMPANY

20091 PENNSYLVANIA RD. BROWNSTOWN, MI 48193
734-285-2324

November 6, 2024

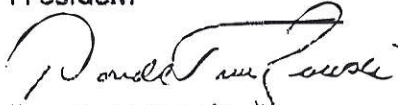
City of Southgate
Dept. of Public Works
14719 Schafer Court
Southgate, MI 48195

Attention: Phil / Sonya

Per our phone conversation, Freeport Supply Company will extend our current pricing for top soil, sand and 21A until January 2026.

Top Soil = \$14.95
Sand = \$10.74
21A = \$10.40

Thank you for your business,
Donald Truszkowski
President



Freeport Supply Co.

734-285-2324 Office
734-285-8787 Fax
313-408-2400 Cell

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

ED GAWLIK JR.

VICTORIA ARAJ

November 14, 2024

To the Honorable
City Council
Southgate, Michigan 48195

Re: Recommendation to Approve Grant Writer Consulting Fee

Ladies and Gentlemen:

I have reviewed the above and concur with the Fire Chief's recommendation to approve payment for grant writing consulting services provided by JW2 Consultants in the amount of \$5,000.00. The AFG grant application will apply for assistance in purchasing a new ladder truck for the fire department.

Your concurrence on this matter would be greatly appreciated.

Funds are available in the General Fund Fire Department Budget.

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
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

ED GAWLIK JR.

VICTORIA ARAJ

MEMORANDUM

TO: Honorable Mayor and City Council

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

DATE: November 14, 2024

RE: Recommendation to Approve Grant Writer Consulting Fee

I have reviewed the above item with the Fire Chief and concur with his recommendation to approve the use of JW2 Consultants in the amount of \$5,000.00 for assistance in preparing and writing the Assistance to Firefighters Grant (AFG). This AFG grant application will apply for assistance in purchasing a new ladder truck for the fire department.

Adequate funds are available in the General Fund Fire Dept budget.

Proposed Motion

Approve consulting fee agreement with JW2 Consultants in the amount of \$5,000.00 for assistance in preparing and writing the Assistance to Firefighters Grant (AFG) application for the purpose of purchasing a new ladder truck for the fire department.



Southgate Fire Department

14730 Reaume Parkway
Southgate, Michigan 48195

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

Justin Graves, Fire Chief

(734) 258-3070

jgraves@southgatemi.gov



To: Honorable Mayor Kuspa, Honorable City Council Members

From: Fire Chief Justin Graves

Re: Request to use a grant writer

Date: 11/14/2024

Dear Mayor,

The Fire Department is requesting to use Chris Wiggins of JW2 Consultants to assist in preparing and writing a grant to procure an AFG grant for 1 million dollars to aid in purchasing a new ladder truck for the department.

With the highly competitive and complex nature of navigating and securing a grant of this size, using a grant writer will increase the odds of success substantially. The department has used Mr. Wiggins in the past to write regional grants with success.

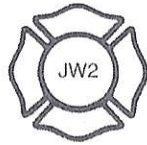
It is my recommendation and in the best interest of the Fire Department that we use Chris Wiggins of JW2 Consultants to assist and prepare the AFG grant for \$5,000. Adequate funding is available within the Fire Department budget.

Sincerely,

Justin Graves

Fire Chief

CC: City Administrator, Finance Director, file



JW2 Fire Consultants

Subject: Grant Proposal for Southgate, MI Fire Department - Aerial Truck Replacement

Chief Justin Graves,

JW2 Fire Consultants will undertake a pivotal role in preparing an AFG grant application for the Southgate Fire Department. Armed with extensive data received directly from the fire department, JW2 will meticulously delve into the specifics of your operations. This will include budgets, run volume, vehicle information, and crucially, the challenges posed by your current aerial truck.

A robust grant application requires a comprehensive understanding of your fire department's financial constraints, historical call data, intricacies of your existing fleet, and daily operations. By thoroughly analyzing these factors, we can tailor the grant application to effectively address the specific needs and challenges faced by the department. This level of understanding allows us to craft a compelling case for funding, showcasing how the new and improved aerial apparatus will enhance the department's capabilities and improve overall operational efficiency.

By leveraging our expertise and strategically weaving previous vehicle grant success stories, we have been able to showcase our strong track record in securing vehicle grants for fire departments in the state of Michigan. Out of the 12 fire departments we have worked with specifically for vehicle apparatus, we have successfully secured 10 out of 31 vehicle grants since AFG Fiscal Year 2016. This success has been achieved through the submission of 18 grant applications, highlighting our dedication and effectiveness in navigating the grant application process.

After the narrative preparation is complete, we will input all required information into the Grant System and assist you with final submission. Upon completion, we will invoice you \$5,000 once all information has been entered into the Grant System by us.

If you require any support after the submission, we will always be here for the Southgate Fire Department.

Sincerely,

Chris Wiggins

JW2 Fire Consultants

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

ED GAWLIK JR.

VICTORIA ARAJ

November 14, 2024

To the Honorable
City Council
Southgate, Michigan 48195

Re: Recommendation to Authorize Payment for Police Academy Tuition

Ladies and Gentlemen:

I have reviewed the above and concur with the Public Safety Director's recommendation to authorize payment to Schoolcraft College for police academy tuition in the amount of \$13,917.86. The remaining amount of the grant that was previously accepted from Michigan State Police on October 10, 2023 will reimburse the City for tuition, salaries and other operating costs while the police applicants attend the academy.

Your concurrence on this matter would be greatly appreciated.

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
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

ED GAWLIK JR.

VICTORIA ARAJ

MEMORANDUM

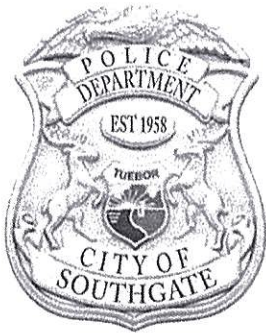
TO: Honorable Mayor and City Council
FROM: Douglas Drysdale, Assistant City Administrator / Finance Director
DATE: November 13, 2024
RE: Recommendation to Authorize Payment of Police Academy Tuition

DWD

I have reviewed the above with the Director of Public Safety and concur with his recommendation to authorize payment to Schoolcraft College for police academy tuition in the amount of \$13,917.86 for applicants Cameron Hesburn and Nicholas Hernandez. The City of Southgate previously accepted a grant from the Michigan State Police at the October 10, 2023 city council meeting for reimbursement of police academy tuition, as well as wages paid for the applicant to attend the academy. Reimbursement has been approved for this tuition payment.

Proposed Motion

Authorize payment to Schoolcraft College for police academy tuition, for police applicants Cameron Hesburn and Nicholas Hernandez, in the total amount of \$13,917.86, in accordance with the 2022 Michigan Public Safety Academy Assistance Grant Program.



SOUTHGATE POLICE DEPARTMENT MEMO

To: Honorable Mayor Joseph G. Kuspa

From: Joseph Marsh, Director of Public Safety

Re: **Request for Payment of Invoice for Schoolcraft College**

Date: November 6th, 2024

Dear Mayor,

The Police Department is participating in the PA 166 of 2022 Michigan Public Safety Academy Assistance Grant Program through the State of Michigan. This grant program is designed to help police departments recruit and retain police officers by sponsoring applicants through a local police academy. A police department in the State of Michigan that sponsors a police applicant through the academy under this grant program is eligible to receive up to \$24,000 per recruit for academy costs and for salaries while attending an academy.

This fall, we were able to identify two police applicant's Cameron Hesburn and Nicholas Hernandez whom we sponsored into the July/2024 police academy at Schoolcraft College. After successfully completing the police department hiring process Cadet's Hesburn and Hernandez were enrolled in the July/2024 police academy session. Once enrolled, we completed and submitted the necessary Police Academy Grant Program paperwork and submitted to the Michigan State Police.

Cadet's Hesburn and Hernandez have completed their training in the police academy. On November 6th, 2024, Schoolcraft College sent us an invoice for the academy training costs for Cadet's Hesburn and Hernandez. The individual academy invoice amount for each recruit is \$6,958.93. Total for both Cadet's academy cost is \$13,917.86. Further, we have received notification from the Michigan State Police that our request for grant funding has been approved for Cadet's Hesburn and Hernandez and we received \$24,000 for each recruits police academy training.

We will be required to submit payment for the invoice to Schoolcraft College which is located at 18600 Haggerty Road, Livonia, Michigan 48152, in the amount of \$13,917.86.

I am requesting approval to make payment to Schoolcraft College in full for the cost of the police academy training for Cadet's Hesburn and Hernandez. With your concurrence, I

respectfully request this item be placed on the City Council's agenda for the meeting scheduled on November 20th, 2024 for purposes of payment approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph L. Marsh". The signature is fluid and cursive, with a large, stylized "J" and "M".

Joseph L. Marsh

Director of Public Safety

cc: Finance Director, City Administrator, Chief Mydlarz, COA Pres. Klonowski, POLC
Union Pres. Merony, Public Safety Commission (7), file

Schoolcraft College
18600 HAGGERTY ROAD
Livonia, MI 48152

Sponsor: 0925164
Sponsorship: 4204
AR Type: 3317
Start & End: 08/26/24 to 12/15/24
Term: 2024/04

Page: 1
Contract: 2024/04 PACAD
Bill No: 0000004608
Amount Due: 13,917.86

Bill to: SOUTHGATE PD (PACAD)
14710 Reaume Pkwy
Southgate, MI 48195

Printed: 11/06/2024

Detail by Student

Student: 0945884 Hernandez, Nicholas
SSN: ###-##-1082 Ref No:

Student Total: 6,958.93

Section	Section Title	Credits	Term	Start	End	Status
CJ-287-04	Police Academy	21.00	2024/04	07/15/24	11/06/24	New

Charge Description	Net Charges
BKMT Bkfst Main Third Party	144.93
FBLM Learning Manage Fee	12.00
FIEF Instructional Equipment Fee	231.00
FINF Infrastructure Fee	189.00
FLAB Laboratory Fee	1,393.00
FREG Registration Fee	44.00
FSVC Service Fee	189.00
FXCF Excess Contact Hour Fee	556.00
TN Non-Resident Tuition	4,200.00
Student Total	6,958.93

11/06/2024 Sponsor: 0925164 Sponsorship: 4204 Bill No: 0000004608 Page 2

Detail by Student

Student: 0944957 Hesburn, Cameron M. Student Total: 6,958.93
SSN: ###-##-7584 Ref No:

Section	Section Title	Credits	Term	Start	End	Status
CJ-287-04	Police Academy	21.00	2024/04	07/15/24	11/06/24	New

Charge Description	Net Charges
BKMT Bkfst Main Third Party	144.93
FBLM Learning Manage Fee	12.00
FIEF Instructional Equipment Fee	231.00
FINF Infrastructure Fee	189.00
FLAB Laboratory Fee	1,393.00
FREG Registration Fee	44.00
FSVC Service Fee	189.00
FXCF Excess Contact Hour Fee	556.00
TN Non-Resident Tuition	4,200.00
Student Total	6,958.93

Payment Due 13,917.86

Please include sponsor and ship number with payment.

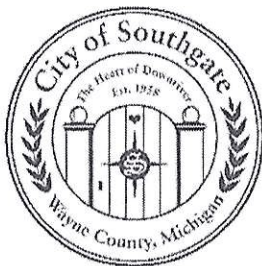
Questions? Call Student Accounts at 734-462-4586 or
email studentaccounts@schoolcraft.edu

Payments can be made free of charge by calling out Cashier's office at
734-462-4449.

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

ED GAWLIK JR.

VICTORIA ARAJ

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator *DM*

Date: November 13, 2024

Re: Approval for Environmental Review Services for CDBG-DR Grant

The Administration is taking steps to secure \$1,610,706 in Community Development Block Grant – Disaster Relief (CDBG-DR) funding for sanitary sewer lining in parts of the Old Homestead neighborhood. City Council previously held a public hearing and approved the application on March 20, 2024. The next step in the grant process is to complete the required environmental review and SHPO (State Historic Preservation Office) Section 106 Application. The grant requires the City to procure a MSHDA pre-qualified vendor. All 10 pre-qualified vendors were contacted for estimates and the City received four estimates in return. Environmental Consulting Solutions (ECS) submitted the lowest proposed estimate at \$4,950 plus \$150/hour for professional services (not to exceed \$2,250). Therefore, the Administration recommends approving ECS to provide the required work associated with the CDBG-DR Grant. These expenses will be reimbursed by MEDC (Michigan Economic Development Corporation) after a grant agreement has been executed.

If you have any questions please contact me.

Proposed Motion: To approve Environmental Consulting Solutions (Royal Oak, MI) for NEPA Environmental Review and SHPO Section 106 Application Services in the amount of \$4,950 plus \$150/hour for professional services for a total not to exceed amount of \$7,200.

Section 106 Application

A SHPO Application for Section 106 Consultation form, including adequate information and attachments as required, will be prepared for the Project. Based on the project description, as ground disturbance will occur, an Archaeology Review will be required as part of the SHPO Section 106 Review.

Professional Services

When dealing with NEPA Environmental Reviews, it is important that ECS is involved directly in project specific meetings with the Responsible Entity as well as the sponsor. Communication early and frequently is essential to the NEPA process.

QUALIFICATIONS

Environmental Consulting Solutions (**ECS**) is a full service environmental consulting firm established by Andrew Foerg in 2013. Core ECS team members average over 25 years of individual experience.

ECS has extensive experience in completing Environmental Reviews. We are a MSHDA pre-qualified environmental consultant for both Group A (Phase I/II ESAs, BEAs, DDCCs etc.) and Group B (NEPA/HUD Environmental Reviews and other environmental review record submittals) services.

ECS has over 12 years of experience with Environmental Reviews (ERs) and has completed over 55 ERs for projects with varying scopes of work including residential housing, municipal projects, infrastructure, as well as small and large scale commercial/industrial operations. Our experience includes numerous projects regulated by the US Department of Housing and Urban Development (HUD), and the US Department of Agriculture (USDA). ECS has also provided Environmental Reviews on numerous Michigan Economic Development Corporation (MEDC) CDBG projects including Public Gathering Spaces Initiatives, Disaster Recovery and Water Resource Infrastructure Initiatives. Environmental consulting services have also included additional activities required to satisfy consultation and/or mitigation measures associated with various laws and authorities, including but not limited to noise assessments, endangered species and wetlands assessments, archeological assessments (i.e. shovel tests, human remains detection), and contaminants/toxics (i.e. radon, lead based paint, asbestos, Phase I ESAs, Phase II ESAs, and due care compliance).

Professionals Assigned to the Project

ECS team members hold numerous certifications/accreditations/licenses for professional geologists, storm water, USTs, asbestos and lead based paint.

Andrew Foerg

Mr. Foerg is a Certified Professional Geologist with over 35 years in the environmental industry. Responsibilities focus on client service, project management and technical problem solving. Clients encompassed major oil companies, national retailers, automotive companies, developers, housing commissions, municipalities, attorneys, public school districts, charter schools and private companies. Mr. Foerg's experience includes gathering data and preparing National Environmental Protection Act (NEPA) Environmental Reviews statutory compliance reports for compliance with MEDC CDBG, HUD and USDA funded projects.

Julie Pratt

Ms. Pratt is a Certified Industrial Storm Water operator and also has over 30 years of professional experience in the environmental consulting industry. As a Senior Project Professional, Ms. Pratt is responsible for coordinating and managing environmental contamination and compliance projects for industrial, commercial, residential, and municipal clients. Ms. Pratt's experience includes gathering data and preparing National Environmental Protection Act (NEPA) Environmental Reviews for compliance with MEDC CDBG, HUD and USDA funded projects.

The ECS Historic Preservation team members include:

- An Architectural Historian that meets the requirements for the Secretary of Interiors' Professional Qualification Standards (published in the Code of Federal Regulations, 36 CFR Part 61) for an architectural historian; and,
- A Ph. D Registered Professional Archaeologist that meets the federal requirements stated in "Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines," Federal Register, Vol. 48, No. 190-September 29, 1983, Pt. IV.

COSTS

NEPA CEST Environmental Review (Lump Sum) (MEDC Form 5f)	\$2,500
SHPO Section 106 Application (Lump Sum)	<u>\$2,450</u>
Lump Sum Total	\$4,950
Professional Services (up to 15 hours @ 150/hr) Time and material basis, not to exceed	\$2,250

TIMING

ECS will make all reasonable efforts to complete the proposed scope of work within a timely manner after contract award. The SHPO Section 106 application process is expected to take a minimum of 60 days for completion of a draft application, plus an additional 30 days for SHPO review following application submission. Generation of the statutory checklist can be completed in conjunction with these timeframes. However, should the need for federal consultation and/or mitigation measures be identified, additional assessment may be necessary resulting in extended timeframes for deliverable.

Adherence to this schedule is contingent upon timely receipt of any requested information, access to the property, as well as receipt of requested information from SHPO.

ECS's General Conditions are attached and made part of this proposal. Payment terms are net 30 days. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month on past due accounts. ECS will provide one electronic copy of each report. This proposal will expire in 60 days.

If this proposal meets with your approval, please sign in the space provided below and return a copy to us.

Thank you for the opportunity to provide this Proposal. We look forward to discussing our proposal with you, and if you have any questions, please contact us at 248-763-3639.

Sincerely,

ENVIRONMENTAL CONSULTING SOLUTIONS, LLC

A handwritten signature in black ink that reads "Andrew J. Foerg". The signature is written in a cursive, flowing style.

Andrew J. Foerg, CPG
President

Enclosures

Signed _____

Date _____

Environmental Consulting Solutions, LLC

Standard Terms and Conditions

Payment Terms Environmental Consulting Solutions, LLC (ECS) shall submit monthly invoices for services performed and Client shall pay the full invoice amount within 30 calendar days of the invoice date. ECS shall be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to ECS is not contingent on arrangement of project financing. Invoice payment delayed beyond 60 calendar days shall give ECS the right to suspend services until payments are current. Non-payment beyond 70 calendar days shall be just cause for termination by ECS.

Standard of Care For all services performed hereunder, ECS will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of ECS's profession currently practicing in the same locality under similar conditions where such services are performed. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. ECS MAKES NO OTHER WARRANTY, GUARANTEE, OR CERTIFICATION, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY SERVICES PERFORMED. ECS SHALL NOT BE LIABLE FOR ANY CLAIM, DAMAGE, COST OR EXPENSE, INCLUDING ATTORNEY FEES, OR OTHER LIABILITY OR LOSS NOT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ECS.

Additional Services Client and ECS acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, ECS shall notify Client of the need for additional services and Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Reliance by Third Parties: Any written documents, including but not limited to data, reports, findings, summaries or recommendations, prepared by ECS for Client in the course of performing the services under this Agreement may not be relied upon by any person or entity other than Client without ECS's prior written consent. Client releases ECS from liability and agrees to defend, indemnify, protect and hold harmless ECS from any and all claims, liabilities, damages, or expenses arising, in whole or in part, from such unauthorized distribution.

Compensation In consideration of the services performed by ECS, Client shall pay ECS in the manner set forth in the ECS proposal. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of ECS. Where total project compensation has been separately identified for various Tasks/Work Orders, ECS may adjust the amounts allocated between Tasks or Work Orders as the work progresses so long as the total compensation amount for the project is not exceeded.

Ownership of Documents ECS's reports, boring logs, maps, field data, drawings, test results, and other similar documents are instruments of professional service, not products and shall remain the property of ECS.

Confidentiality ECS agrees that it shall consider all work performed for Client, and all results of that work, including, but not limited to, any reports or test results, as well as any and all information provided to ECS in connection with this Agreement ("confidential information") as confidential to Client, to be shared only with Client, and Client's legal counsel. Notwithstanding the above, ECS may comply with all legally-binding judicial orders or governmental directives and federal, state, and local laws, rules, regulations and ordinances which mandates reports to appropriate public agencies of ECS's knowledge of, or findings, which indicate an existing danger to the public health, safety and environment; provided, however, that if ECS determines that it is required to disclose confidential information, it shall notify Client, in writing, or by facsimile, prior to disclosure.

Disclosure Of Hazardous Chemicals: To the extent in Client's possession and as required by federal, state and local regulations to be possessed by client, Client shall provide ECS with a list of hazardous chemicals in the work place to which employees or subcontractors of ECS may be exposed while executing the services governed by this Agreement.

Hazardous Materials: Client understands and acknowledges that ECS and its subcontractors have played no role in the generation, disposal, creation or any release or threat of release of a substance, waste, compound or material, hazardous or non-hazardous, which may exist at the site. Nothing contained within this Agreement shall be construed or interpreted as requiring ECS to assume the status of generator, transporter, or disposal facility nor as one who stores or treats as those terms appear within Resource Conservation and Recovery Act ("RCRA") or within any Federal, State, or Local statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal, State or local statute or regulation governing the handling, treatment, storage and disposal of pollutants.

Consequential Damages Neither Client nor ECS shall be liable to the other for any consequential damages regardless of the nature or fault.

Access to Site: Client will arrange and provide access to each site upon which it will be necessary for ECS to perform its work. In the event work is required on any site not owned by Client, Client represents and warrants to ECS that Client has obtained all necessary permission and authority, in writing, for ECS to enter upon the site and conduct its work. Client shall, upon request, provide ECS with evidence of such permission as well as acceptance of the other terms and conditions set forth by Client(s) and tenant(s), if applicable, of such site(s) in a form acceptable to ECS. Any work performed by ECS with respect to obtaining permission to enter upon and do work on the lands of others, as well as any work performed by ECS pursuant to this Agreement, shall be deemed as being done on behalf of Client and Client agrees to assume all such risks. ECS shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment.

Cost Estimates or Opinions ECS may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. Client and ECS acknowledge that actual costs may vary from the cost estimates or opinions prepared and that ECS offers no guarantee related to the Project cost.

Client's Duty to Notify Client shall be responsible for correctly designating the location of all property lines of the project site and all subsurface installations, such as pipes, tanks, cable, electrical lines, telephone line and utilities within the project site unless otherwise agreed in writing.

Responsibility for Third Parties ECS is not responsible for the completion or quality of work that is dependent upon or performed by Client or third parties not under the direct control of ECS, nor is ECS responsible for their acts or omissions or for any damages resulting there from.

Information from Other Parties Client and ECS acknowledge that ECS will rely on information furnished by other parties in performing its services under the Project. ECS shall not be liable for any damages that may be incurred by Client in the use of third party information.

Limitations of Procedures, Equipment and Tests/Assumption of Risk: Information obtained from inspections, analysis and testing of sample materials shall be accurately reported on boring logs. Such information is considered evidence with respect to the detection, quantification and identification of pollutants, but any inference or conclusion based thereon is necessarily an opinion based upon engineering judgment and shall not be construed as a representation of fact. Groundwater levels and composition may vary due to seasonal and climatological changes and extrinsic conditions and, unless samples and testing are conducted over an extended period of time, pollutants may or may not be found to exist at a specific time of inspection. Client understands that, due to intervening causes such as natural groundwater flows or human intervention, such sampling and analysis may indicate the presence of contamination. There is a risk that sampling techniques may themselves result in contamination of certain subsurface areas such as when a probe or boring device moves through a contaminated area linking it to an aquifer or other hydrous body not previously contaminated and capable of transporting pollutants. BECAUSE THE RISKS SET FORTH IN THIS SECTION ARE UNAVOIDABLE AND BECAUSE THE SAMPLING TECHNIQUES TO BE EMPLOYED ARE A NECESSARY ASPECT OF ECS'S WORK ON CLIENT'S BEHALF, CLIENT AGREES TO ASSUME THESE RISKS, except those caused by ECS's negligence or willful misconduct. The discovery of certain pollutants may make it necessary for ECS to take immediate measures to protect human health and safety. ECS shall notify Client as soon as reasonably possible should such pollutants be suspected or discovered. Client agrees to reimburse ECS for the reasonable cost of implementing such measures under the circumstances.

Modifications to Documents Neither Client nor any other person may change or modify ECS's documents without ECS's written authorization. Client releases ECS from liability and agrees to defend, indemnify, protect, and hold harmless ECS from any and all claims, liability, damages, or expenses arising, in whole or in part, from such unauthorized changes or modifications.

Limitation of Liability In recognition of the relative risks and benefits of the project to both Client and ECS, Client agrees to the fullest extent permitted by law, to limit the liability of ECS for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by ECS for the Project, whichever is greater.

Indemnification ECS agrees, to the fullest extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost to the extent caused by ECS's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom ECS is legally liable. Client agrees, to the fullest extent permitted by law, to indemnify and hold ECS harmless from any damage, liability or cost to the extent caused by Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom Client is legally liable, and arising from the project that is the subject of this Agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR ANY INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY OR TORT (INCLUDING NEGLIGENCE).

Independent Consultant ECS shall serve as an independent consultant for services provided under this agreement. ECS shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by ECS.

Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

Lien Rights ECS may file a lien against Client's property in the event that Client does not make payment within the time prescribed in this agreement. Client agrees that services by ECS are considered property improvements and Client waives the right to any legal defense to the contrary.

Dispute Resolution Client agrees that if any dispute arising out of or relating to this agreement, or its breach, is not settled through direct discussions, then before initiating litigation, the parties will endeavor for 30-days following written notice by either the client or ECS to the other of a dispute or breach, to settle the dispute by mediation with the assistance of a neutral mediator.

Safety ECS shall be responsible solely for the safety precautions or programs of its employees and no other party.

Sample Custody All samples shall remain the property of the Client, and Client shall be responsible for and promptly pay for the removal and lawful disposal of samples, cuttings, and hazardous materials, unless otherwise agreed in writing.

Notification Client solely shall be responsible for notifying all appropriate municipal, regional, state, or federal agencies and prospective buyers of the existence of any hazardous or dangerous material located on or in the project site, or discovered during the performance of this agreement, as may be required by such agencies, unless otherwise agreed in writing.

Client's Responsibility ECS's professional services, including, but not limited to, reports, findings, summaries or recommendations represent professional opinions only. Client is obligated to review, evaluate and independently decide on a course of action.

Work Delays In the event ECS's work is interrupted due to delays other than delays caused by ECS, ECS may be compensated equitably (based on ECS's current fee schedule of charges) for the additional labor or other charges associated with maintaining its work force for Client's benefit during the delay or at the option of the Client, for charges incurred by ECS for demobilization and subsequent remobilization.

Termination Client or ECS may terminate services on the Project upon seven (7) calendar days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. ECS shall submit an invoice for services performed up to the effective date of termination and Client shall pay ECS all outstanding invoices within fourteen (14) calendar days. The limitation of liability and indemnity obligation of this agreement shall be binding notwithstanding any termination of this agreement.

Jurisdiction Except for actions, such as for enforcement of Mechanic's liens, which are required by statute to be brought in a specific venue, in the event that litigation is instituted under the terms of this agreement, the same is to be brought and tried in the judicial jurisdiction of the State of Michigan. Client waives the right to have the suit brought, or tried in, or removed to, any other State and in all cases this agreement shall be governed by Michigan law.

Assignment Neither party shall assign its rights, interests or obligations under the Project without the express written consent of the other party.

Entire Agreement: This Agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than those contained in this Agreement. The terms of this agreement will prevail over any different or additional terms in Clients purchase order or other forms unless agreed in writing by ECS. Any modifications to this agreement shall be in writing and signed by an authorized representative of both parties. In the event any provision of this agreement is held invalid or unenforceable, the other provisions will remain in full force and effect, and binding upon the parties.

Severability: In the event that any provision of this Agreement shall be deemed invalid or unenforceable, the other provisions shall remain in full force and effect and binding upon the parties.

Survival All provisions of these terms that allocate responsibility or liability between the Client and ECS shall survive the completion or termination of services for the Project.

Third Party Claims Client will compensate ECS for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of ECS.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.