Southgate City Council Agenda

Council Chambers

14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday June 18, 2025

6:30pm **Work Study Session**

1. Officials Reports
2. 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 June 4, 2025 — **Page 2**
2. Regular City Council Meeting Minutes dated June 4, 2025 — **Page 3**

Scheduled Persons in the Audience:

Consideration of Bids:

1. Letter from Mayor; Re: Recommendation to Award Bid for Sanitary Sewer Lining Project — **Page 4**
2. Letter from Mayor; Re: Recommendation to Award Bid for Southgate Tower Pedestrian Bridge Project — **Page 11**

Scheduled Hearings:

Communications "A"

1. Memo from ACA/Finance Director; Re: Fiscal Year 2024-25 Budget Amendment #2025-01 — **Page 38**
2. Memo from Administrator; Re: Brownfield Redevelopment Consulting Services — **Page 40**
3. Letter from Mayor; Re: Purchase of Cameras for Municipal Building Drives **(Waiver of Bid)** — **Page 57**
4. Letter from Mayor; Re: Purchase of Pressure Washer **(Waiver of Bid)** — **Page 68**
5. Letter from Mayor; Re: Purchase of John Deere Sub-Compact Utility Tractor **(Waiver of Bid)** — **Page 76**
6. Letter from Mayor; Re: Purchase of High-End Computer for Mobile Device Data Extraction **(Waiver of Bid)** — **Page 85**
7. Letter from Mayor; Re: Purchase of Body Worn Cameras **(Waiver of Bid)** — **Page 91**
8. Memo from Administrator; Re: Street Improvement Millage Renewal Resolution — **Page 103**
9. Letter from Mayor; Re: Approval of Contract for Fire Hose Testing **(Waiver of Bid)** — **Page 105**
10. Letter from Mayor; Re: Approval Agreement for Water and Tax Bill Printing **(Waiver of Bid)** — **Page 112**

Communications "B" – (Receive and File):

Ordinances:

Old Business:

New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant #1523 $1,946,002.55

Adjournment:

Janice M. Ferencz

Janice M. Ferencz, City Clerk

City Council

Work Study Session

June 4, 2025

An Informal Meeting of the Council of the City of Southgate was held on June 4, 2025 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, Zoey Kuspa, Phil Rauch
Absent:	*Victoria Araj *excused
Also Present:	Mayor Joseph G. Kuspa, City Administrator Dan Marsh, Assistant City Administrator/Finance Director Doug Drysdale, City Clerk Janice Ferencz, City Treasurer Chris Rollet, City Engineer John Hennessey, Police Chief Mark Mydlarz, Fire Chief Justin Graves, DPS Director Kevin Anderson, Recreation Director Julie Goddard, Building Director Tim Leach

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Discussed the following agenda items:

- Approve AmeriPro EMS ALS Service Agreement
- Approve Extension of Emergency Notification System (Waiver of Bid)
- Approve Purchase of Simunition Safety Training Equipment (Waiver of Bid)

This meeting ended at 6:41 p.m.

City of Southgate
Regular City Council Meeting
June 4, 2025

A Regular Meeting of the Council of the City of Southgate was held on Wednesday, June 4, 2025 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, Zoey Kuspa, Phil Rauch
Absent:	*Victoria Araj *excused
Also Present:	Mayor Joseph G. Kuspa, City Administrator Dan Marsh, Assistant City Administrator/Finance Director Doug Drysdale, City Clerk Janice Ferencz, City Treasurer Chris Rollet, City Engineer John Hennessey, Police Chief Mark Mydlarz, Fire Chief Justin Graves, DPS Director Kevin Anderson, Recreation Director Julie Goddard, Building Director Tim Leach

Minutes:

Moved by George, supported Ayres-Reiss, RESOLVED, that the minutes of the City Council Work Study Session dated May 21, 2025 be approved as presented. Carried unanimously.

Moved by Rauch, supported by Gawlik, RESOLVED, that the minutes of the Regular City Council Meeting dated May 21, 2025 be approved as presented. Carried unanimously.

Communications "A":

1. Letter from Mayor; Re: Approve AmeriPro EMS ALS Service Agreement moved by Ayres-Reiss, supported by George, RESOLVED THAT the Southgate City Council approve a two-year contract with AmeriPro for EMS Advanced Life Support Services, for the period of July 1, 2025 through June 30, 2027, and to authorize the Mayor to sign the contract. Motion carried unanimously.

2. Letter from Mayor; Re: Approve Extension of Emergency Notification System (Waiver of Bid) moved by Rauch, supported by Ayres-Reiss, RESOLVED THAT the Southgate City Council waive the bidding process and approve the extension of the emergency notification system subscription with OnSolve, LLC for a one-year term of July 1, 2025 through June 30, 2026, in the amount of $10,952.35. Motion carried unanimously.

3. Letter from Mayor; Re: Approve Purchase of Simunition Safety Training Equipment (Waiver of Bid) moved by George, supported by Gawlik, RESOLVED THAT the Southgate City Council waive the bid process and approve the purchase of simunition safety training equipment from CMP Distributors, Inc. in the amount of $5,033.75. Motion carried unanimously.

Claims and Accounts:
Moved by Rauch, supported by Ayres-Reiss, RESOLVED, that Claims and Accounts be paid as outlined on Warrant #1522 for $1,281,400.98. Motion carried unanimously.

Adjournment:
Moved by George, supported by Ayres-Reiss, RESOLVED THAT this Regular Meeting of the Southgate City Council be adjourned at 7:04 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

June 13, 2025

To the Honorable
City Council
Southgate, Michigan 48195

Re: Recommendation to Award the Bid for Sanitary Sewer Lining Project

Ladies and Gentlemen:

I have reviewed the above and concur with the City Engineer's recommendation to award the bid for the Southgate Sanitary Sewer Lining Project to DVM Utilities (Sterling Heights, MI) in the amount of $736,855.00 plus 10% contingency in the amount of $73,685.50 for a total amount of $810,540.50.

Funds for this project are available from the Michigan Economic Development Corporation (MEDC) through a CDBG-DR grant.

Your favorable consideration of this matter is appreciated.

Sincerely,

Joseph G. Kuspa
Mayor

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

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer

City of Southgate
The Heart of Downriver
Est. 1958
Wayne County, Michigan

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: The Honorable Mayor and City Council

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

DATE: June 13, 2025

RE: Recommendation to Award Bid for Sanitary Sewer Lining Project

I have reviewed the above and concur with the City Engineer's recommendation to award the bid for the sanitary sewer lining project to DVM Utilities (Sterling Heights MI) in the amount of $736,855.00, plus 10% contingency in the amount of $73,685.50, for a total amount of $810,540.50.

Funds for this project will come from the Michigan Economic Development Corporation (MEDC) through a CDBG grant.

Proposed Motion

Award the bid for the sanitary sewer lining project to DVM Utilities in the amount of $736,855.00, plus 10% contingency in the amount of $73,685.50, for a total amount of $810,540.50, with funds to be provided from the Michigan Economic Development Corporation (MEDC) through a CDBG grant.

NORMA J. WURMLINGER MUNICIPAL BUILDING
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Sanitary Sewer Lining Program
June 10, 2025
10:00 a.m.

Vendor	Bid Bond (If needed)	Cost
Insituform	✓	810,332.71
DVM Utilities, Inc.	✓	735,355.00
Ramar Enterprises, Inc.	✓	1,204,645.00
SAK	✓	826,245.00
Inland Waters Pollution Control, Inc	✓	903,295.00

Signature #1: [signature]

Signature #2: John W. Hilton

HENNESSEY ENGINEERS, INC

June 13, 2025

Mr. Dan Marsh, City Administrator
City of Southgate
14400 Dix-Toledo Highway
Southgate, Michigan 48195

Re: CDBG DR Sanitary Sewer Lining Program
Recommendation of Contract Award
City of Southgate
Hennessey Project No. 13153

Dear Mr. Marsh:

As you are aware, the City of Southgate opened bids on Tuesday, June 10, 2025 for the above referenced project, and received bids from five (5) contractors that electronically reviewed the bid documents. Attached is a copy of the bid tabulations for your reference

Our office has reviewed the five (5) bids received and in summary, the bids received are as follows:

Contractor	Bid Amount
• DVM Utilities, Inc.	$ 736,855.00
• Insituform Technologies USA, LLC	$ 810,332.71
• Sak Construction, LLC	$ 826,245.00
• Inland Waters Pollution Control, Inc.	$ 903,295.00
• Pamar Enterprises, Inc.	$1,204,645.00

This project is for the rehabilitation of approximately 7,150 feet of rear yard sanitary sewer sizes range from 12-inch diameter to 27-inch diameter. The project consists of sewer leaning, closed circuit television investigation, service lead protrusion cutting, mineral deposit removal, cured-in-place pipe lining (CIPP), restoration and project clean-up. The project area is bounded by the Fort Street Alley on the east, Howard Avenue on the west, Backus Avenue on the north and Mercier Avenue on the south. (See enclosed map).

Hennessey Engineers has worked with DVM Utilities, Inc., (DVM) in other communities performing the same type of work including other underground infrastructure work. We find that DVM is more than capable of completing this project in the City of Southgate.

HENNESSEY
ENGINEERS, INC

Therefore, based upon the outcome of the bids and DVM's past experience, it is our office's recommendation to award the CDBG DR Sanitary Sewer Lining Program to DVM Utilities, Inc. of Sterling Heights, Michigan, in the amount of $810,540.50, including a ten percent (10%) contingency.

If you have any questions, please do not hesitate to contact me at any time.

Very Truly Yours,

HENNESSEY ENGINEERS, INC

John M. Miller

John M. Miller
Project / Construction Manager

Enclosure

cc: Honorable Mayor Joseph Kuspa, City of Southgate
Honorable City Council Members, City of Southgate
Doug Drysdale, Assistant City Administrator / Finance Director, City of Southgate
Kevin Anderson, Director of Public Services, City of Southgate
Phil Ferro, Water & Sewer Superintendent, City of Southgate
Michael Orlando, Project Engineer, Hennessey Engineers, Inc.
John J. Hennessey, P.E., Vice-President, Hennessey Engineers, Inc.

File B.3

CITY OF SOUTHGATE - CDBG DR SANITARY SEWER LINING PROGRAM
PROJECT NO. 13153

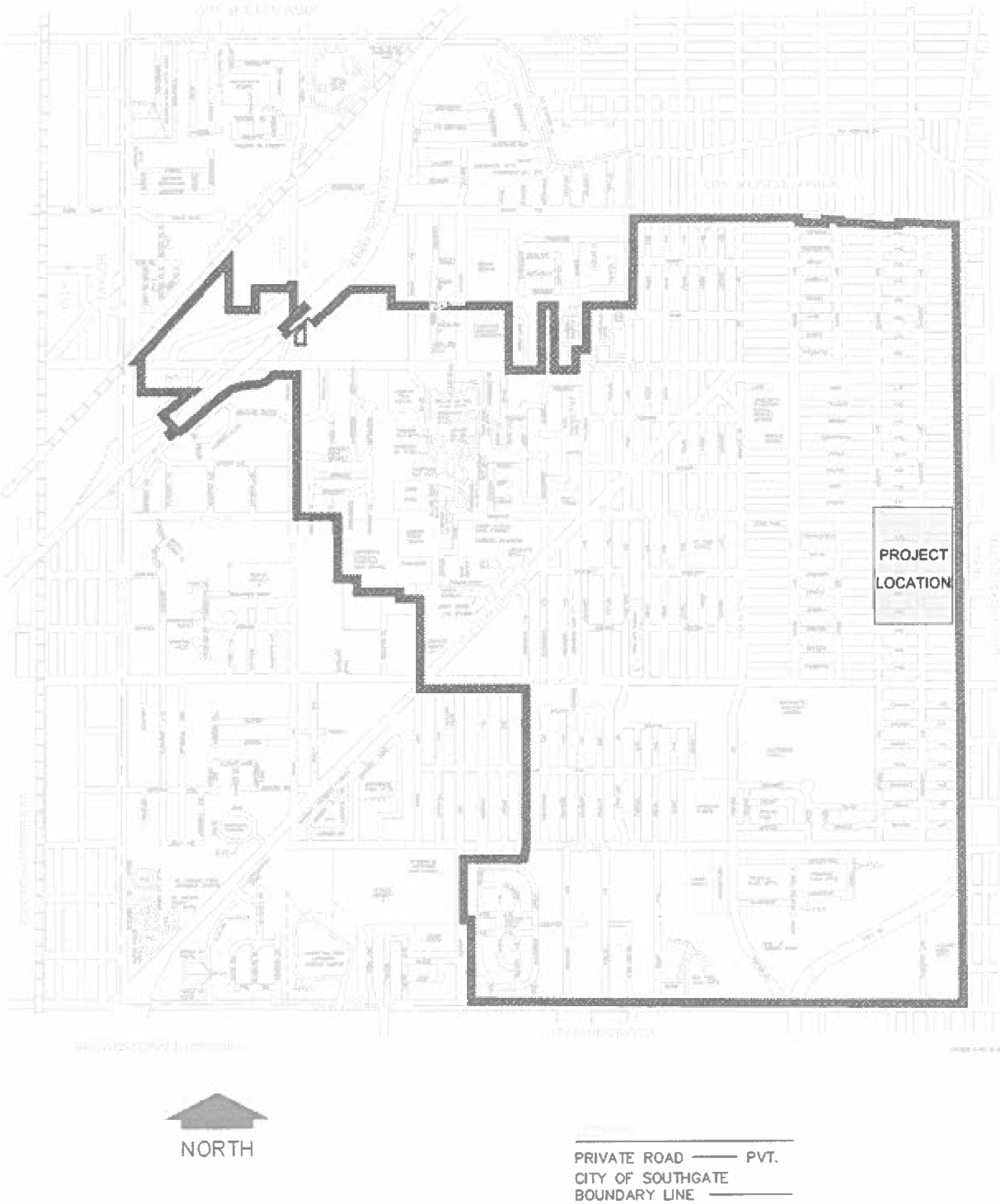
Line Number	Description	Estimated Amount	Unit	DVM Utilities, Inc. 6045 Sims Road, Suite #2 Sterling Heights, MI 48313		Insituform Technologies USA, LLC. 580 Goddard Avenue Chesterfield, MO 63005	
				Unit Price in Figures	Line Total	Unit Price in Figures	Line Total
1	Traffic Maintenance and Control	1	LSUM	$11,500.00	$11,500.00	$1,129.25	$1,129.25
2	Sewer Cleaning, 12-inch to 18-inch	5,405	LFT	$4.50	$24,322.50	$8.79	$47,509.95
3	Sewer Cleaning, 21-inch to 27-inch	1,740	LFT	$6.25	$10,875.00	$11.65	$20,271.00
4	Service Lead Protrusion Cutting	35	EACH	$115.00	$4,025.00	$84.69	$2,964.15
5	Mineral Deposit Removal	480	EACH	$76.00	$36,480.00	$84.69	$40,651.20
6	12-inch Full Length CIPP	1,580	LFT	$47.50	$75,050.00	$52.02	$82,191.60
7	15-inch Full Length CIPP	1,490	LFT	$59.50	$88,655.00	$67.61	$100,738.90
8	18-inch Full Length CIPP	2,335	LFT	$80.50	$187,967.50	$90.14	$210,476.90
9	21-inch Full Length CIPP	350	LFT	$120.00	$42,000.00	$115.82	$40,537.00
10	24-inch Full Length CIPP	710	LFT	$123.00	$87,330.00	$130.97	$92,988.70
11	27-inch Full Length CIPP	680	LFT	$155.00	$105,400.00	$153.51	$104,386.80
12	Service Lead Reinstatement	263	EACH	$50.00	$13,150.00	$42.41	$11,153.83
13	Adjust Sanitary Structure with External Seal	12	EACH	$2,300.00	$27,600.00	$2,729.03	$32,748.36
14	Replace Sanitary Manhole Frame & Cover	12	EACH	$1,000.00	$12,000.00	$1,693.88	$20,326.56
15	Restoration, 3-inch Topsoil, Seed & Mulch	1	LSUM	$9,000.00	$9,000.00	$1,693.88	$1,693.88
16	Digital Copy of CCTV & Inspection Reports	1	LSUM	$1,500.00	$1,500.00	$564.63	$564.63
			TOTAL BID AMOUNT	*	$736,855.00		$810,332.71

Line Number	SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366		Inland Waters Pollution Control, Inc. 4086 Michigan Avenue Detroit, MI 48210		Pamar Enterprises, Inc. 31604 Pamar Court New Haven, MI 48048	
	Unit Price in Figures	Line Total	Unit Price in Figures	Line Total	Unit Price in Figures	Line Total
1	$14,445.00	$14,445.00	$3,944.00	$3,944.00	$25,000.00	$25,000.00
2	$8.00	$43,240.00	$8.00	$43,240.00	$16.00	$86,480.00
3	$11.00	$19,140.00	$9.00	$15,660.00	$19.00	$33,060.00
4	$50.00	$1,750.00	$111.00	$3,885.00	$150.00	$5,250.00
5	$1.00	$480.00	$221.00	$106,080.00	$75.00	$36,000.00
6	$52.00	$82,160.00	$51.00	$80,580.00	$90.00	$142,200.00
7	$79.00	$117,710.00	$72.00	$107,280.00	$100.00	$149,000.00
8	$94.00	$219,490.00	$88.00	$205,480.00	$135.00	$315,225.00
9	$110.00	$38,500.00	$105.00	$36,750.00	$160.00	$56,000.00
10	$121.00	$85,910.00	$131.00	$93,010.00	$200.00	$142,000.00
11	$159.00	$108,120.00	$144.00	$97,920.00	$230.00	$156,400.00
12	$100.00	$26,300.00	$193.00	$50,759.00	$100.00	$26,300.00
13	$3,500.00	$42,000.00	$2,413.00	$28,956.00	$990.00	$11,880.00
14	$2,000.00	$24,000.00	$1,810.00	$21,720.00	$800.00	$9,600.00
15	$2,500.00	$2,500.00	$6,031.00	$6,031.00	$10,000.00	$10,000.00
16	$500.00	$500.00	$2,000.00	$2,000.00	$250.00	$250.00
TOTAL BID AMOUNT		$826,245.00		$903,295.00		$1,204,645.00

* = Correction in bid calculations determined by HEI

CITY OF SOUTHGATE

SOUTHGATE - WYANDOTTE DRAINAGE DISTRICT
(LEGAL DESCRIPTION BOUNDARY)



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

ED GAWLIK JR.

VICTORIA ARAJ

June 13, 2025

To the Honorable
City Council
Southgate, Michigan 48195

Re: Recommendation to Award the Bid for Southgate Tower Pedestrian Bridge Project

Ladies and Gentlemen:

I have reviewed the above and concur with the City Engineer's recommendation to award the bid for the Southgate Tower Pedestrian Bridge Project to E.C. Korneffel Company (Trenton, MI) in the amount of $3,998,000.00, plus a 5% contingency in the amount of $199,900.00 for a total amount of $4,197,900.00 subject to scope of work modifications.

Funds are available from the Wayne County ARPA grant and non-motorized Act 51 funds.

Your favorable consideration of this matter is appreciated.

Sincerely,

Joseph G. Kuspa
Mayor

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City of Southgate

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ED GAWLIK JR.

VICTORIA ARAJ

MEMORANDUM

TO: The Honorable Mayor and City Council

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

DATE: June 13, 2025

RE: Recommendation to Award Bid for Southgate Tower Pedestrian Bridge Project

I have reviewed the above and concur with the City Engineer's recommendation to award the bid for the Southgate Tower Pedestrian Bridge Project to E.C. Korneffel Company (Trenton MI) in the amount of $3,998,000.00, plus 5% contingency in the amount of $199,900.00, for a total amount of $4,197,900.00, subject to scope of work modifications.

Funds for this project will be provided from the Wayne County ARPA grant and non-motorized Act 51 funds.

Proposed Motion
Award the bid for the Southgate Tower Pedestrian Bridge Project to E.C. Korneffel Company in the amount of $3,998,000.00, plus 5% contingency in the amount of $199,900.00, for a total amount of $4,197,900.00, subject to scope of work modifications, with funds to be provided from the Wayne County ARPA grant and non-motorized Act 51 funds.

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HENNESSEY
ENGINEERS, INC

May 29, 2025

Mr. Dan Marsh, City Administrator
City of Southgate
14400 Dix-Toledo Highway
Southgate, Michigan 48195

Re: Southgate Tower Pedestrian Bridge
Recommendation of Contract Award
City of Southgate
Hennessey Project No. 11096.B3

Dear Mr. Marsh:

As you are aware, the City of Southgate opened Bids on Tuesday April 8, 2025 for the above referenced project and received three (3) bids from contractors that electronically reviewed the contract documents. Attached are a copies of the Bids.

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

Contractor	Bid Amount
• The Alan Group	$3,448,895.00
• E.C. Korneffel Company	$3,998,000.00
• Z Contractors, Inc.	$5,169,000.00

This proposal is for scopes of work that includes; Bridge Concrete Foundations, Bridge Railings and Miscellaneous Steel, Precast Concrete and Bridge Span Erection, Bridge Ramps and Landings Erection, and Bridge Electrical Work.

The apparent low bidder, The Alan Group submitted an invalid proposal. Required bid documents including Scope Sheets with the proposal amounts, value engineered deductions or additions were not submitted as required in accordance with the Instructions to Bidders. E.C. Korneffel Company complied with the bidding requirements and submitted their proposal in full.

Therefore, based upon The Alan Group's invalid bid, and due to the qualifications of E.C. Korneffel Company as a bridge builder for other municipalities, counties and the state, and Hennessey Engineers past experience with E.C. Korneffel Company, it is our offices recommendation to award the contract of the Southgate Tower Pedestrian Bridge, in the amount of **$3,998,000.00**, subject to scope of work modifications, to E.C. Korneffel Company of Trenton, Michigan.

If you have any questions, please do not hesitate to contact me at any time.

Very Truly Yours,

HENNESSEY ENGINEERS, INC

John M. Miller

John M. Miller
Project / Construction Manager

Enclosure

cc: Honorable Mayor Joseph Kuspa, City of Southgate
Honorable City Council Members, City of Southgate
Doug Drysdale, Assistant City Administrator / Finance Director, City of Southgate
Kevin Anderson, Director of Public Services, City of Southgate
John J. Hennessey, P.E., Vice-President, Hennessey Engineers, Inc.

File B.3

EXHIBIT A: PROPOSAL
For
SOUTHGATE TOWER PEDESTRIAN BRIDGE

City of Southgate, Michigan
Bids will be due on:
Tuesday, April 8, 2025 until 10:00 a.m.

Bids will be opened on:
Tuesday, April 8, 2025 at 10:00 a.m.

TO: City of Southgate
14400 Dix-Toledo Rd
Southgate, MI 48195

Ladies/Gentlemen: The undersigned has examined the plans, specifications and locations of the above-described work and is fully informed as to the nature of the work and conditions relating to its performance and the undersigned fully understands all the Contract Documents.

The undersigned hereby proposes to furnish all necessary machinery, tools, equipment, and other means of construction to do all the work, furnish all materials, except as herein specified, and to complete the work in strict conformity with the requirements of the Proposal and Specifications.

The undersigned further agrees, if awarded the contract, to deliver executed contract and bonds and furnish evidence of insurance within 10 days after the date of award.

The undersigned encloses a certified or cashier's check or bid bond in the amount of five percent (5%) of the bid payable to the order of City of Southgate upon submittal of the bid.

Signed: Graham Korneffel   Address: 2691 Veterans Parkway
Trenton, MI. 48183

Firm Name: E.C. Korneffel Co.

Telephone: 734-676-2131   Fax: 734-676-0788

All erasures or alterations must be initialed by the bidder.

CNA SURETY

Bid Bond

Bond No. ____________________

CONTRACTOR:
(Name, legal status and address)
E. C. Korneffel Company
2691 Veterans Pky.
Trenton, MI 48183

SURETY: Western Surety Company: South Dakota Corporation
(Name, legal status and principal place of business)
151 N. Franklin Street
17th Floor
Chicago, IL 60606

OWNER:
(Name, legal status and address)
City of Southgate
14400 Dix Toledo Road
Southgate, MI 48195

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: ---------Five percent of attached bid ------------------(5%)

PROJECT:
(Name, location or address, and Project number, if any)
Prefabricated pedestrian bridge w/prefabricated portal frames and construction of foundations and abutments for a pedestrian bridge over Trenton Road.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed ~~and~~ sealed this 26th day of March, 2025.

Bressler	E.C. Korneffel Co.
(Witness) Ashley Bressler	*(Principal)* *(Seal)*
	(Title) W.K. Dye, II -Vice President
Amy Brown	Western Surety Company
(Witness) Amy Brown	*(Surety)* *(Seal)*
	(Title) Cynthia A. Curto, Attorney-in-Fact

E. C. KORNEFFEL CO. CORPORATE SEAL MICHIGAN

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kerri N Bouwman, Melissa S Armatis, Cynthia A Curto, Individually

of Wyandotte, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of June, 2022.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 4th day of June, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota, that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26th day of March, 2025.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CONSTRUCTION BID ADDENDUM NO. 1
CITY OF SOUTHGATE

SOUTHGATE TOWER PEDESTRIAN BRIDGE
HEI PROJECT NO. 202227-11096.B.3

Date: April 1, 2025

This Addendum is to include valued engineered drawings for the ramps and landings as part of Bridge Package 2B, Pedestrian Bridge Railings and Miscellaneous Steel. The Contractor shall take into consideration these drawings when submitting his proposal.

The value engineered drawings can be located in Hennessey Engineers Plan Room using the link below.

https://drive.google.com/drive/folders/1AQehqFZnMvXwJW-60MjJYzKxqqxAlnJN

The Contractor is encouraged to provide any other alternates or value engineered deductions in his proposal.

Please sign this addendum acknowledging that you have received Addendum 1 and include this signed Addendum with the five (5) contract documents that are to be signed and returned to me.

By: ______________________ Company: E. C. Korneffel Co.

Name G. C. Korneffel

Title: Vice President

By: ______________________

John M. Miller
Project / Construction Manager
Hennessey Engineers, Inc.
for the City of Southgate

CONTRACTOR'S AFFIDAVIT
Site Visit and Understanding

STATE OF Michigan COUNTY OF Wayne,

The undersigned, E. C. Kornefel Co.,

Hereinafter called the CONTRACTOR, hereby represents that on April 3rd, 2025,

in accordance with the terms and conditions of **Contract No. 202227-11096.B.3**; and the undersigned further acknowledges that he has visited the site and has an understanding of the proposed project and proposed site.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this

8 th day of April A.D., 20 25.

E. C. Korneffel Co
CONTRACTOR

By: G. C. Korneffel

Vice President
Title

Subscribed and sworn to before me this 8 th day of April, in the year of our Lord, 20 25.

Sandra H. Richmond
Notary Public
My Commission expires on: 10/30/25

SANDRA H. RICHMOND
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires Oct. 30, 2025
Acting in the County of Wayne

E. C. KORNEFFEL CO. *Marine, Bridge and Piling Contractors*
2691 VETERANS PARKWAY • TRENTON, MI 48183
TELEPHONE: 734 676-2131 FAX: 734 676-0788

April 8th, 2025

Re: Southgate Tower Pedestrian Bridge
Scopes 2A, 2B, 2C, 2E & 2G Proposal
Southgate, MI

E. C. Korneffel Co. (ECK) hereby provides a proposal in the amount of **$3,998,000** for Scopes 2A, 2B, 2C, 2E & 2G for the Southgate Tower Pedestrian Bridge, attached scope sheets for each bid category and pricing breakdown as follows:

Scope 2A – Pedestrian Bridge Concrete Foundations	**$1,470,000**
Scope 2B – Pedestrian Bridge Railings and Misc. Steel	**$ 983,000**
Scope 2C – Pedestrian Bridge & Precast Concrete Erection	**$ 500,000**
Scope 2E – Pedestrian Bridge Electrical	**$ 450,000**
Scope 2G – Bridge Ramps & Landings	**$ 595,000**
Base Bid Total:	**$3,998,000**
Less Provided Deductive Bid Alternates:	**($ 376,600)**
Based Bid Less Deductive Alternates:	**$3,621,400**

General Assumptions & Exclusions

1) Bid Packages 2A, 2B, 2C, 2E and 2G are not for separate acceptance.
2) No permit fees and/or associated costs to obtain same included.
3) No onsite material testing cost of any type included.
4) Work not specifically shown is not included.
5) No design review/shop drawing review and/or design responsibility included.
6) Excavated material stockpiled on site.
7) No restoration cost for existing stone columns/fencing included.
8) All embedded steel/reinforcing steel is plain uncoated.
9) Bridge Brothers furnished items to include weathered steel plate shown A3-03.3.
10) Bridge Brothers furnished items to include complete bridge structure, all components, finger joints, bearing pads, portals, mesh, railing, and all fasteners for bridge.
11) Mesh and hand railing to be attached with self-drilling screws in all locations.
12) Galvanized plates with studs to be embedded will have galvanized portal support HSS tubes field welded after plates are cast in concrete.
13) Railing/portal frames and conduit paint to be Sherwin Williams Macropoxy primer and finish coat.
14) Southgate sign to be painted with Matthews Products.
15) Board formed liner is assumed to be plastic in standard pattern and concrete color to be readily available in light shade.
16) All expansion joints in precast to precast and CIP to precast to be poured in place liquid filler type.

"EQUAL OPPORTUNITY EMPLOYER"

17) FabCon precast pier caps are assumed to be able to be mechanically connected to precast columns.
18) Fabcon to provide all necessary bearing pads and anchor bolts for precast elements.
19) FabCon previous direct bid technical submittal details to apply.
20) Electrical work is only bridge related and not inclusive of any site requirements.
21) Portal frames, railings, mesh and some electrical components have 30-week lead times ARO.
22) Bridge proper will be erected in calendar 2025. Project complete in 2026 per a mutually agreeable schedule once all submittals/approvals are obtained.
23) We include one (1) mobilization.
24) **VE to switch portals/railing/electrical on precast and CIP ramps as designed to standard MDOT pedestrian fencing could provide a significant deduct to the project.**
25) ECK includes working ten (10) hour shifts, Monday through Friday and some Saturdays.
26) Pre- and Post construction conditions surveys are not included.
27) As-built survey, noise monitoring, vibration monitoring, and movement monitoring are excluded.
28) No MBE, DBE, SBE participation or goals are included.
29) Insurance limits included with our base proposal are our standard limits to include $2M General Liability, $1M Auto, Statutory Limits for Workers Compensation and a $10M Umbrella Policy.

Included with this proposal package are the following documents:

- Bid Bond
- Exhibit A: Proposal
- Addendum No. 1 dated 4/1/25
- Contractor Affidavit – Site Visit and Understanding
- The Alan Group Bid Form/Scope Sheets:
    - General Requirements
    - 2A - Pedestrian Bridge Concrete Foundation
    - 2B - Pedestrian Bridge and Misc. Steel
    - 2C - Pedestrian Bridge & Precast Concrete Erection
    - 2E – Pedestrian Bridge Electrical
    - 2G – Pedestrian Ramps & Landings

Should you have any questions or concerns, please do not hesitate to contact us. As always, we remain.

Very truly yours,
E. C. KORNEFFEL CO.

G. C. Korneffel

G. C. Korneffel
Vice President

CC: File
ENCLOSURE

"EQUAL OPPORTUNITY EMPLOYER"

THE ALAN GROUP

Bank Tower Park

General Requirements

Please fill out and return the General Requirements and Trade Specific scope sheet along with your proposal. Scope sheets are provided to assist in ensuring proposals are comprehensive of work required and to identify project requirements not clearly identified in the plans.

Company Name: E. C. Korneffel Co. Date: April 8th, 2025

Phone Number: 734-676-2131 Email Address: gckorneffel@korneffel.com

See attached ECK proposal letter for further clarification ✓

1.	Subcontractor shall provide all labor, materials, equipment, supervision, taxes, tools, insurance, etc. as required to complete all scope-of-work items of this Subcontract and related work, in accordance with the Plans, Specifications and the Contract Documents.	✓
2.	Subcontractor is familiar with project site including (but not limited to) logistical requirements, delivery, parking, access, etc.	✓
3.	It is understood that the drawings and specifications are scope documents that indicate the general scope-of-work of the Project and, as such, the Plans and Specifications do not necessarily indicate, or describe, all work required for the full performance and completion of the Work. All work required to properly complete the scope of work defined by the general scope shown on, and required by, the Contract Documents, is included. Subcontractor, therefore, must comprehend the full scope-of-work and has anticipated all the work reasonably inferable in the Contract Documents. Time is of the essence.	✓
4.	Subcontractor's prices in this Agreement are firm (including the Subcontract Amount, any alternates, and any unit prices), and Subcontractor shall keep its pricing the same and free from any variation throughout the entirety of this Agreement. The subcontractor understands that no claim in respect to price escalation, inflation, market fluctuation, or supply chain issues will be considered or allowed. Subcontractor warrants to Contractor that it may rely on Subcontractor's pricing, and Subcontractor agrees that it shall hold Contractor harmless against any claims or demands for price escalation by Subcontractor's sub- subcontractors, laborers, and suppliers.	✓
5.	Include all construction documents applicable to scope of work including architectural, structural, civil, mechanical, electrical, etc. as required for all coordination and completion of work	✓
6.	Include ongoing and daily clean-up associated with performance of work covered below. All debris to be placed in designated dumpster provided by The Alan Group unless noted otherwise below.	✓
7.	Provide all required submittal / shop drawings, cut sheets, samples, etc. as required in a timely manner to allow for approvals and project schedule requirements.	✓
8.	Provide trade specific permits required by jurisdiction(s) having authority.	✓
9.	Include all applicable materials, labor, delivery, taxes, associated surcharges, etc. to complete work defined below.	✓
10.	Provide all required close out documents promptly including accurate As-Builts as applicable.	✓
11.	All quantities associated with completion of work described below are the responsibilities of this contractor.	
12.	Comply with The Alan Group safety program and all associated safety requirements by governing agencies.	✓
13.	All project correspondence to be submitted and accessed via Procore unless noted otherwise.	✓
14.	Project insurance requirements and payment policy has been reviewed and accepted.	✓

THE ALAN GROUP

Southgate Bank Tower – Pedestrian Bridge

2A - Pedestrian Bridge Concrete Foundations – Scope Sheet

Please fill out and return this scope sheet along with your proposal.

Scope sheets are provided to assist in ensuring proposals are comprehensive of work required and to identify project requirements not clearly identified in the plans.

Company Name: E. C. Korneffel Co. Date: April 8th, 2025

Phone Number: 734-676-2131 Email Address: gckorneffel@korneffel.com

See attached ECK proposal letter for further clarification

		✓
1.	Include all layout for concrete foundation systems from points provided by others.	✓
2.	Include excavation for all new concrete footings. Place / stock spoils in location on site as designated by The Alan Group.	✓
3.	Furnish and place all new concrete footings as indicated. Include all concrete, admixtures, re-steel, etc.	✓
4.	Include all forming as required for footing / foundation placement.	✓
5.	Coordinate wash-out location with The Alan Group.	✓
6.	Include all Vehicular and Pedestrian Traffic Control devices, signage, permitting, etc., as required by AHJ and/or Code – comply with "TRENTON RD Traffic Control Map and requirements - Southgate Bridge and Park" document.	✓

		✓
1.	Complete and comply with all required items in the "City of Southgate Bidding Requirements" document.	✓
2.	Comply with List of Drawings per sheet TS-01 of Bid Package No.2B drawing set.	✓
3.	Comply with Contractor Note on sheet S1-01.3A.	✓
4.	Comply with the applicable Specifications and Note sections for this trade's scope of work as indicated and shown on sheets A1-02.3, A2-01.3, A2-02.3, S1-00.3, SP-01.3, SP-01.3.	✓
5.	Comply with the Wall Footing Schedule and Column Footing Schedule per sheet S1-01.3.	✓
6.	Install WF-1, WF-2, and WF-3 Wall Footings as indicated and shown on sheets A1-02.3, A-2-01.3, A2-02.3, A3-01.3, A3-02.3, S1-01.3.	✓
7.	Install all Control Joints as indicated.	✓
8.	Install (2) new Abutment/PIER P1 walls as indicated and shown on sheets A1-02.3, A2-01.3, A3-02.3, A3-03.3.	✓
9.	Install F-1, F-2, F-3, and F-4 Column footings as indicated and shown on sheets A1-02.3, A-2-01.3, A2-02.3, A3-01.3, A3-02.3, S1-01.3.	✓
10.	Furnish and install (3) layers of 2" rigid insulation (FN2) as indicated and shown on sheet S1-01.3.	✓

11.	Coordinate Board-Formed Concrete color, placement, etc., with Construction Management team.	✓

Bidder acknowledges receipt of and includes all work associated with addenda as follows:	
Drawings	~~Dated: 08/30/24~~ Hennessey Cover page dated 3/24/25 with attached drawing set with various dates listed therein
Addendum No. 1	~~Dated: 08/30/24~~ Dated April 1, 2025

1.	Eliminate Board-Formed concrete	DEDUCT	$ 110,000
2.		DEDUCT	$

1.	Color in concrete	~~ADD~~ / DEDUCT	$ 40,000
2.	Concrete surface coatong per MDOT Specification	ADD / ~~DEDUCT~~	$ 40,000
	If submitting additional voluntary alternates, please submit on separate sheet		

Contractor Name:	E. C. Korneffel Co.
Address:	2691 Veterans Parkway, Trenton, Mi 48183
Phone:	734-676-2131
Email:	gckorneffel@korneffel.com

Concrete Foundations - Pedestrian Bridge Lump Sum Proposal	$ 1,470,000.00 Type text here

(Written)	One million four hundred seventy thousand

I have reviewed all contract documents and accept associated terms and conditions of the RFP and contract for scope of work associated with this bid category. I also acknowledge that I am a legally authorized representative of the business entity noted below and, as such, have the authority to enter into agreements and make commitments on its behalf:

Authorized Signature: ______________________

Printed Name: G. C. Korneffel   Title: Vice President

Date: April 8th, 2025

THE ALAN GROUP

Southgate Bank Tower – Bridge

2B - Pedestrian Bridge Railings and Misc. Steel – Scope Sheet

Please fill out and return this scope sheet along with your proposal.
Scope sheets are provided to assist in ensuring proposals are comprehensive of work required and to identify project requirements not clearly identified in the plans.

Company Name: E. C. Korneffel Co. Date: April 8th, 2025

Phone Number: 734-676-2131 Email Address: gckorneffel@korneffel.com

See attached ECK proposal letter for further clarification

		✓
1.	Provide all engineering, design, drafting services, modeling, etc. as required for proper fabrication, erection, and installation of all structural and miscellaneous steel components in accordance with design documents.	✓
2.	Contractor acknowledges that drawings and specifications indicate general scope of work and as such do not necessarily indicate or describe the full performance and completion of the work. Include all required scope reasonably inferred and implied to properly complete work indicated and defined by the general scope	✓
3.	Provide and allow for miscellaneous temporary bracing/ bridging and cabling as required to erect framing in proper plumb / level condition.	✓
4.	Coordinate all deliveries to site with the Construction Management team.	✓
5.	Hoisting equipment, operators and associated labor shall comply with applicable AHJ for certifications. Crane inspections, insurance, maintenance, certifications, and personal property taxes are included.	✓
6.	Obtain any applicable FAA clearances associated with equipment furnished by this work category. Include all costs associated with permits.	✓
7.	Include all hoisting required for erection and installation. Include surface pads / stabilization as required.	✓
8.	Install temporary steel cable perimeter cables at perimeter of all areas where a 6' or greater fall hazard is created by erecting. Protection to be installed in accordance to applicable OSHA regulations.	✓
9.	All equipment operators, laborers and welders shall have proper certifications for work they are performing.	✓
10.	A competent person shall field-verify anchor bolt layout prior to erecting steel and provide required steel layouts.	✓

TS-3

✓

1.	Complete and comply with all required items in the "City of Southgate Bidding Requirements" document.	✓
2.	Furnish and install new reconfigured Concrete Walk (West side of Trenton Rd.) as shown on sheets A1-02.3, A2-02.3.	✓
3.	Comply with Portal Frame Design per sheet A2-02.3.	✓
4.	Furnish and install 4" x 4" x 5/16" Galvanized steel portal frames, painted – for precast concrete ramps and/or landings only -as indicated and shown, but not limited to, sheets A1-03.3, A3-01.3,	✓
5.	Furnish and install continuous 2"x2" horiz. Galvanized steel tubes at top of portals as indicated and shown per 02/A3-01.3.	✓
6.	Furnish and install 1"x1" Galvanized mesh as indicated and shown on sheets A3-01.3, A3-02.3, A3-03.3, A2-01.3, A3-02.3.	✓
7.	Furnish and install 1-1/2" dia. Anodized Aluminum Railing, set within Galvanized Sleeves & watertight seal on each side of Ramps & Landings (*not bridge -both sides – Top railing Only) per sheets A3-01.3, A3-02.3.	✓
8.	Furnish and install weathered steel plate with drainage holes every 12" O.C. as indicated and shown on sheet A3-03.3.	
9.	Furnish embeds for Cast-in-place concrete ramps connections to bridge per sheet A3-01.3.	✓
10.	Furnish and install new signage for the new Bridge as indicated and shown on sheet A2-01.3.	✓

Bidder acknowledges receipt of and includes all work associated with addenda as follows:	
Addendum No.1 Drawings	~~Dated: 09/16/24~~ Hennessey Cover page dated 3/24/25 with attached drawing set with various dates listed therein
Addendum No. 1 Write-up	~~Dated: 08/30/24~~ Dated April 1, 2025

1.	Reduce the quantity of Portals	DEDUCT	$ No Bid
2.	Re-Design portals	DEDUCT	$ No Bid
3.	Use alternate material for Anodized Aluminum railings	DEDUCT	$ No Bid
4.	Reduce qty of Wire mesh / Chain link at ramps and landings	DEDUCT	$ No Bid
5.	Eliminate Bridge signage	DEDUCT	$ 35,000
6.	Eliminate CONT. 2" x 2" HORIZ. Galvanized steel tube secured to portal Frames.	DEDUCT	$ 40,000

1.	Elminate Addendum No. 1	~~ADD~~/ DEDUCT	$ 48,000
	If submitting additional voluntary alternates, please submit on separate sheet		

Contractor Name:	E. C. Korneffel Co.
Address:	2691 Veterans Parkway, Trenton, Mi 48183
Phone:	734-676-2131
Email:	gckorneffel@korneffel.com

Pedestrian Bridge Railings and Misc. Steel Lump Sum Proposal	$ 983,000.00

(Written)	Nine hundred eighty three thousand

I have reviewed all contract documents and accept associated terms and conditions of the RFP and contract for scope of work associated with this bid category. I also acknowledge that I am a legally authorized representative of the business entity noted below and, as such, have the authority to enter into agreements and make commitments on its behalf:

Authorized Signature: ______________________

Printed Name: G. C. Korneffel Title: Vice President

Date: April 8th, 2025

THE ALAN GROUP

Southgate Bank Tower – Bridge

2C - Pedestrian Bridge & Precast Concrete Erection – Scope Sheet

Please fill out and return this scope sheet along with your proposal.
Scope sheets are provided to assist in ensuring proposals are comprehensive of work required and to identify project requirements not clearly identified in the plans.

Company Name: E. C. Korneffel Co. Date: April 8th, 2025

Phone Number: 734-676-2131 Email Address: gckorneffel@korneffel.com

See attached ECK proposal letter for further clarification

		✓
1.	Review all Shop drawings for bridge and ramp items compared to record. Bridge furnished by others	
2.	Contractor acknowledges that drawings and specifications indicate general scope of work and as such do not necessarily indicate or describe the full performance and completion of the work. Include all required scope reasonably inferred and implied to properly complete work indicated and defined by the general scope	✓
3.	Provide and allow for miscellaneous temporary bracing/ bridging and cabling as required to erect framing in proper plumb / level condition.	✓
4.	Coordinate deliveries with fabricator for pre-cast / steel / ramp / bridge components installed by this scope of work.	✓
5.	Hoisting equipment, operators and associated labor shall comply with applicable AHJ for certifications. Crane inspections, insurance, maintenance, certifications, and personal property taxes are included.	✓
6.	Obtain any applicable FAA clearances associated with equipment furnished by this work category. Include all costs associated with permits.	✓
7.	Include all hoisting required for erection and installation. Include surface pads / stabilization as required.	✓
8.	Install temporary steel cable perimeter cables at perimeter of all areas where a 6' or greater fall hazard is created by erecting the steel structure. Protection to be installed in accordance to applicable OSHA regulations.	✓
9.	All equipment operators, laborers and welders shall have proper certifications for work they are performing.	✓
10.	A competent person shall field verify anchor bolt layout prior to erecting steel and provide required steel layouts.	✓
11.	Cast-in-Place concrete is by others.	✓

1.	Complete and comply with all required items in the "City of Southgate Bidding Requirements" document.	✓
2.	Comply with the List of Drawings per TS-01 of Bid Package No.2C drawing set.	✓
3.	Comply with Specifications, details, etc., applicable to this trade's scope of work as indicated and shown on sheets S1-00.3.	✓
4.	Comply with "Michigan Design Manual – Bridge Design" table per sheet A2-01.3.	
5.	Review Pedestrian Bridge Design Calculations – coordinate with Construction Management team.	
6.	Comply with PRECAST CONCRETE SCHEDULE as indicated and shown on sheet S1-04.3	✓
7.	Comply with PRECAST FRAMING KEY NOTES LEGEND on sheet S1-04.3.	✓
8.	Include all equipment and labor to Receive and Unload all components installed by this scope of work.	✓
9.	Field check site conditions prior to erecting ramp and bridge components – verify compliance.	✓
10.	Verify anchor bolts – placed by others – are installed in accordance with AHJ and erection documents.	✓
11.	Coordinate rigger requirements with Precast and steel bridge manufacturer - comply with Rigging requirements.	✓
12.	Furnish all road closure barrels, and signage for work in R.O.W. per "TRENTON RD Traffic Control Map and requirements" document and as required by AHJ. Include all cost associated with barricades / signage and remove – include restoration of R.O.W.	✓
13.	Install all precast Columns (furnished by others) as indicated and shown on sheets A2-01.3, S1-04.3.	✓
14.	Install all HSS5 x 5 x ¼ x 0'-6" sleeves (*sleeves by Precast contractor) for portals as indicated and shown on sheets A2-01.3, A2-02.3, A3-01.3, A3-02.3 – coordinate with Construction Management team.	✓
15.	Install precast Ramps (furnished by others) as indicated and shown on sheets A1-02.3, A2-01.3, A3-01.3, A3-02.3, S1-04.3	✓
16.	Install precast Landings (by others) as indicated and shown on sheets A1-02.3, A2-01.3, S1-04.3	✓
17.	Include required grouting for all precast ramps / landings.	✓
18.	Erect and install pre-engineered pedestrian bridge (furnished by others).	✓

Bidder acknowledges receipt of and includes all work associated with addenda as follows:	
Addendum No.1	~~Dated: 08/30/24~~ Hennessey Cover page dated 3/24/25 with attached drawing set with various dates listed therein
Drawings	~~Dated: 08/16/24~~ Dated April 1, 2025

1.		DEDUCT	$
2.		DEDUCT	$
3.		DEDUCT	$
4.		DEDUCT	$

1.		ADD / DEDUCT	$
2.		ADD / DEDUCT	$
3.		ADD / DEDUCT	$
	If submitting additional voluntary alternates, please submit on separate sheet		

Contractor Name:	E. C. Korneffel Co.
Address:	2691 Veterans Parkway, Trenton, Mi 48183
Phone:	734-676-2131
Email:	gckorneffel@korneffel.com

Erection Services Lump Sum Proposal	$ 500,000.00

(Written)	Five hundred thousand

I have reviewed all contract documents and accept associated terms and conditions of the RFP and contract for scope of work associated with this bid category. I also acknowledge that I am a legally authorized representative of the business entity noted below and, as such, have the authority to enter into agreements and make commitments on its behalf:

Authorized Signature: ____________________

Printed Name: G. C. Korneffel Title: Vice President

Date: April 8th, 2025

THE ALAN GROUP

Southgate Bank Tower – Bridge

2E – Pedestrian Bridge Electrical – Scope Sheet

Please fill out and return this scope sheet along with your proposal.

Scope sheets are provided to assist in ensuring proposals are comprehensive of work required and to identify project requirements not clearly identified in the plans.

Company Name: E. C. Korneffel Co. Date: April 8th, 2025

Phone Number: 734-676-2131 Email Address: gckorneffel@korneffel.com

See attached ECK proposal letter for further clarification

		✓
1.	Furnish and install all electrical systems	✓
2.	Include all required documents for plan review and permits required by the authority having jurisdiction.	✓
3.	Coordinate layout locations, sizing and access with other trades as required to avoid conflicts.	✓
4.	Coordinate new service work as required with utility providers. If new service, provide all load data as required.	✓
5.	Furnish and install all equipment associated with Electrical scope of work.	✓
6.	Furnish and install all power distribution complete including panel boards, circuit breakers, conduit, wiring, grounding, receptacles, switching, etc. as required.	✓
7.	Include all required supports and anchors for electrical systems. All supports to be affixed to structure.	✓
8.	Furnish and install all light fixtures and lighting controls including occupancy sensors, light harvesting, etc. as required.	✓
9.	Include accurate as-built drawings and documents upon completion of project.	✓
10.	Provide all required system operational instructions and manuals prior to system turnover to owner.	✓
11.	Obtain all Permits required by AHJ for work associated with this Bid Process.	
12.	Coordinate non-electrical service with utility service provider, including service location, drop, u/g pipe required, cable, etc.	✓

		✓
1.	Comply with all applicable Tables, Mounting Heights, Legends, Notes, General Notes, Tables, Schedules, etc., as indicated and shown on sheet E0-00.	✓
2.	Complete and comply with all required items in the "City of Southgate Bidding Requirements" document.	✓
3.	Comply with Electrical Riser Diagram, Panel Schedules, General Riser Notes, and Keyed Riser Notes, as indicated and shown on sheet E0-10.	✓

4.	Comply with Electrical Specifications as indicated and shown on sheet E5-00.	✓
5.	Furnish and install the new "Build To Suit" Electrical Equipment Pedestal – per 1/E500 – Include concrete, steel, frame, infill, can risers, etc.	✓
6.	Furnish and install new 'SJ' Down Lighting at bridge as indicated and shown on sheets A3-02.3, E4-00.	✓
7.	Furnish and install new Up-Lighting on bridge as indicated and shown on sheets A2-01.3, E4-00.	✓
8.	Furnish and install new electrical equipment as indicated and shown on sheet E0-10 – Coordinate locations, etc., with Construction Management team.	✓
9.	Furnish and install new Lighting Control Relay Panels w/Built-In Timer and Photocells – per Keyed Riser Note #5 on sheet E0-10.	✓
10.	Comply with Lighting and Fixture Schedule, General Site Plan Notes, and Keyed Site Plan Notes on sheet E1-10.	✓
11.	Furnish and install required Underground sleeving, conduit, etc., for all Site Lighting as indicated and shown on sheet E1-10.	
12.	Furnish and install all Site Lighting as indicated and shown on sheet E1-10.	
13.	Comply with details as indicated and shown on sheet E5-00.	✓

Bidder acknowledges receipt of and includes all work associated with addenda as follows:	
Drawings	~~Dated: 08/14/24~~ Hennessey Cover page dated 3/24/25 with attached drawing set with various dates listed therein

lower

1.	Eliminate all 'SJ' Upper Bridge lighting.	DEDUCT	$ 62,290
2.	Reduce "SH" lower bridge lights by 50% or greater.	DEDUCT	$ 25,110
3.	Reduce lighting on Ramps by 50%/minimum.	DEDUCT	$ 16,200
4.	Eliminate ALL "SB" bollard lighting.	DEDUCT	$ No Bid
5.	Eliminate ALL "SE" landscape lighting.	DEDUCT	$ No Bid
6.	Eliminate ALL "SC3" lighting	DEDUCT	$ No Bid
7.	Eliminate ALL "SF" lighting.	DEDUCT	$ No Bid

1.	Add Alternate E1 per page E4-00 (add SJ to top)	ADD / DEDUCT	$ 62,290
2.		ADD / DEDUCT	$
3.		ADD / DEDUCT	$
	If submitting additional voluntary alternates, please submit on separate sheet		

Contractor Name:	E. C. Korneffel Co.
Address:	2691 Veterans Parkway, Trenton, Mi 48183
Phone:	734-676-2131
Email:	gckorneffel@korneffel.com

Pedestrian Bridge Electrical Lump Sum Proposal	$ 450,000.00

(Written)	Four hundred fifty thousand

I have reviewed all contract documents and accept associated terms and conditions of the RFP and contract for scope of work associated with this bid category. I also acknowledge that I am a legally authorized representative of the business entity noted below and, as such, have the authority to enter into agreements and make commitments on its behalf:

Authorized Signature: ____________________

Printed Name: G. C. Korneffel **Title:** Vice President

Date: April 8th, 2025

THE ALAN GROUP

Southgate Bank Tower – Pedestrian Bridge

2G - Bridge Ramps & Landings – Scope Sheet

Please fill out and return this scope sheet along with your proposal.

Scope sheets are provided to assist in ensuring proposals are comprehensive of work required and to identify project requirements not clearly identified in the plans.

Company Name: E. C. Korneffel Co. Date: April 8th, 2025

Phone Number: 734-676-2131 Email Address: gckorneffel@korneffel.com

See attached ECK proposal letter for further clarification

		✓
1.	Include all layout for precast concrete from points provided by others.	✓
2.	Column size(s) and/or quantities are preliminary – coordinate all with The Alan Group.	✓
3.	Provide all shop drawings, calculations, submittals, etc.	✓
4.	All Ramps, Landings, and bridge elements to be ADA Compliant.	
5.	Coordinate all Delivery, handling, unloading to project site, etc., with The Alan Group.	✓
6.	Include all taxes, delivery charges, surcharges, etc. and coordinate with The Alan Group.	✓
7.	Erection is by ~~Others.~~ ECK	✓
8.	Contractor confirms they are familiar with the site, existing conditions, access and queuing requirements.	✓
9.	Provide all layout for new concrete flatwork	
10.	Provide and install compacted sand engineered backfill materials.	
11.	Form and place all concrete pavements as indicated. Concrete mixtures to be per specifications and notes.	
12.	Furnish and place all expansion and isolation joint materials as required.	
13.	Saw cut all control joints as indicated per plans and specifications.	
14.	Provide all required materials and equipment to deliver, convey, and place concrete flatwork.	
15.	Coordinate washout location with Construction Management team.	

		✓
1.	Complete and comply with all required items in the "City of Southgate Bidding Requirements" document.	✓
2.	Comply with List of applicable drawings as indicated and shown on sheet TS-01 (Bid Package No. 2A – Bridge Precast Ramp & Landings set).	✓
3.	Comply with Precast Concrete Schedule, Note(s), and Precast Framing Key Notes Legend per sheet S1-04.3.	✓
4.	Comply with applicable General Notes – Bridge, as indicated and shown on S1-00.3.	✓
5.	Comply with the applicable Specifications, Elevations, Column lines, and Note sections for this trade's scope of work as indicated and shown on sheets A1-02.3, A2-01.3, A2-02.3, S1-00.3, SP-01.3, SP-02.3.	✓

6.	Furnish FN1/precast Columns as indicated and shown on sheets A2-01.3, A3-01.3, A3-03.3, 01/A3-01.3, S1-04.3.	✓
7.	Provide stiff concrete wash at column perimeters as indicated and shown on sheet(s) A3-03.3.	✓
8.	Furnish precast Landings as indicated and shown on sheets A1-02.3, A2-01.3, A2-02.3, S1-04.3.	✓
9.	Furnish precast concrete Ramps as indicated and shown on sheets A1-02.3, A2-01.3, A2-02.3, S1-04.3.	✓
10.	Furnish HSS5 x ¼ x 0'-6" Sleeves w/embedded plate + stud anchors – designed by Precast Manufacturer – as indicated and shown on, but not limited to, sheets A3-01.3, A3-02.3, A3 -03.3.	
11.	Precast contractor to provide finger expansion joint at precast connections.	
12.	Furnish and install new Cast-in-Place 4" concrete w/6 x 6 – W2.9 x W2.9 W.W.F. ramps and landings as indicated and shown on sheets S1-04.3, 04/A3-01.3, 02/A3-02.3.	✓

Bidder acknowledges receipt of and includes all work associated with addenda as follows:	
Drawings	~~Dated: 08/30/24~~ Hennessey Cover page dated 3/24/25 with attached drawing set with various dates listed therein
Addendum No. 1	~~Dated: 08/30/24~~ Dated April 1, 2025

1.	Reduce the quantity and/or length of Precast elements	DEDUCT	$ No bid
2.	Reduce quantity / dimensions of cast-in-place concrete ramps	DEDUCT	$ No bid
3.			
4.			

1.		DEDUCT	$
2.		ADD / DEDUCT	$
	If submitting additional voluntary alternates, please submit on separate sheet		

Contractor Name:	E. C. Korneffel Co.
Address:	2691 Veterans Parkway, Trenton, Mi 48183
Phone:	734-676-2131
Email:	gckorneffel@korneffel.com

Ramps / Columns / Landings / Lump Sum Proposal	$ 595.000.00

(Written)	Five hundred nintey five thousand

I have reviewed all contract documents and accept associated terms and conditions of the RFP and contract for scope of work associated with this bid category. I also acknowledge that I am a legally authorized representative of the business entity noted below and, as such, have the authority to enter into agreements and make commitments on its behalf:

Authorized Signature: ____________________

Printed Name: G. C. Korneffel

Title: Vice President

Date: April 8th, 2025

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: June 12, 2025

RE: Fiscal Year 2024-25 Budget Amendment #2025-01

Attached please find proposed budget amendment #2025-01 for fiscal year ending June 30, 2025.

The attached report proposes amendments to budgeted revenues and expenditures, based on year-to-date activity and projected final balances in these accounts. These budget amendments are necessary to be in compliance with the State of Michigan's Uniform Budgeting and Accounting Act.

Amendments that are positive amounts represent increases to the adopted budget figures; conversely negative amounts represent decreases to the adopted budget figures.

Proposed Motion

Approve proposed Budget Amendment #2025-01 as detailed on the attached report.

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

City of Southgate

Budget Year 2024-25

Proposed Budget Amendment #2025-01

Fund	Dept	GL Number	Description	FY 2024-25 Adopted	FY 2024-25 Amended	Change
General Fund	Revenues	101-000-494-000	Building Permit Revenue	$ 600,000	$ 866,000	$ 266,000
General Fund	Revenues	101-000-613-000	Ice Time Rentals	375,000	511,000	136,000
General Fund	Revenues	101-000-656-000	Court Fines	700,000	800,000	100,000
			Net Effect on Fund Balance			$ 502,000
	Description: Amend budget for revenues that exceeded projections by significant amount due to higher than expected activities					
General Fund	Assessor	101-257-801-000	Professional Fees	207,800	260,300	52,500
General Fund	Elections	101-262-707-000	Part-Time Employees	35,000	59,760	24,760
			Net Effect on Fund Balance			$ (77,260)
	Description: Amend budget for expenditures that exceeded the budget due to unexpected activity. Elections included payments to election workers for early in-person voting which was not anticipated; Assessor office had higher than expected costs from the Downriver Consolidated Assessing group.					
General Fund	Revenues	101-000-528-001	Tower Project Bridge & Park - ARPA	-	1,515,860	1,515,860
General Fund	General Govt	101-219-974-002	Tower Project - Bridge Grant Exp	-	503,430	503,430
General Fund	General Govt	101-219-974-003	Tower Project - Bridge Non-Grant Exp	-	20,050	20,050
General Fund	Recreation	101-751-974-002	Tower Project - Park Grant Exp	-	992,380	992,380
			Net Effect on Fund Balance			-
	Description: Amend budget for revenues and expenditures related to the Southgate Tower park & bridge project, including ARPA funds received from Wayne County					
General Fund	Revenues	101-000-496-000	Apartment Inspection Revenue	40,000	258,000	218,000
General Fund	Building	101-371-812-000	Service Contract - Apartment Inspections	30,000	236,770	206,770
			Net Effect on Fund Balance			11,230
	Description: Amend budget for revenues and expenditures related apartment inspections program					
General Fund	Revenues	101-000-528-000	Other Federal Grants - American Rescue Plar	-	765,000	765,000
			Net Effect on Fund Balance			765,000
	Description: Amend budget for revenues related to the designation of American Rescue Plan Act as revenue loss					

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer

- CITY COUNCIL -

ZOEY KUSPA
Council President

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KAREN E. GEORGE

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PRISCILLA AYRES-REISS

ED GAWLIK JR.

VICTORIA ARAJ

City of Southgate

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator DM

Date: June 13, 2025

Re: Brownfield Redevelopment Consulting Services

Included in your Agenda Packet is a consulting services proposal from AKT Peerless to provide Brownfield Redevelopment Consulting Services to amend the Brownfield Plan associated with 16333 Trenton Road (the Southgate Tower Redevelopment). AKT Peerless is the consulting firm that drafted the original Brownfield Plan that was approved by Council in 2022.

In the Summer of 2023 the State of Michigan revised Act 381 to include public improvements in support of housing projects as eligible brownfield expenses. Therefore the Administration recommends consulting with AKT Peerless to amend the current plan to consider the newly eligible expenses.

Please let me know if you have any questions

Proposed Motion: *To approve the AKT Peerless Brownfield Redevelopment Consulting Services Proposal for the Southgate Tower Redevelopment located at 16333 Trenton Rd, Southgate MI. 48195 in the not to exceed amount of $12,500.*

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

AKT PEERLESS
ENVIRONMENTAL SERVICES

22725 Orchard Lake Road
Farmington, MI 48336
T (248) 315-1333
www.aktpeerless.com

June 12, 2025

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

Subject: **Proposal to Conduct Brownfield Redevelopment Consulting Services**
Southgate Tower Redevelopment
16333 Trenton Rd., Southgate, MI

AKT Peerless Proposal No. PF-37423

Dear Mr. Marsh:

AKT Peerless appreciates the opportunity to present the attached proposal to conduct Brownfield Redevelopment Consulting Services at the Southgate Tower Redevelopment, located at 16333 Trenton Road, Southgate, Michigan.

AKT Peerless anticipates completing the following Task(s) under this proposal:

- Eligible Activity Identification
- Tax Increment Financing (TIF) Projection: Estimates and Schedule
- Brownfield Plan Amendment & Associated Reimbursement Agreement
- Meetings & Correspondence

AKT Peerless' estimated cost to complete the proposed scope of work is $12,500. Per PA 381 of 1996, as amended, (Act 381 – Brownfield Statute), these costs are eligible for reimbursement through available Tax Increment Revenue (TIR). For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign the signature page and return a copy to me.

If you have any questions or need additional information, please contact me at (248) 224-6666 or email at gelletlyj@aktpeerless.com.

Sincerely,

AKT PEERLESS

Jennifer Gelletly

Jenn Gelletly
Senior Project Manager,
Economic Development Incentives

Enclosure

a better environment for your business.

AKTPEERLESS™
ENVIRONMENTAL SERVICES

PROPOSAL FOR BROWNFIELD REDEVELOPMENT CONSULTING SERVICES

Brownfield Plan Amendment – Southgate Tower

16333 Trenton Road, Southgate, Michigan

PREPARED FOR **City of Southgate**
14400 Dix Toledo Highway
Southgate, Michigan 48195

PROPOSAL # PF-37423

PROJECT # TBD

DATE June 12, 2025

AKT PEERLESS
ENVIRONMENTAL SERVICES

PROPOSAL FOR BROWNFIELD REDEVELOPMENT CONSULTING SERVICES

Southgate Tower Brownfield Plan Amendment
16333 Trenton Road, Southgate, Michigan 48195
AKT Peerless Proposal No. PF-37423
AKT Peerless Project No. TBD

Introduction

AKT Peerless is pleased to present the City of Southgate (the "Client") with its proposal to provide Brownfield Redevelopment Consulting Services for brownfield site known as Southgate Tower Redevelopment (the "Project") located at 16333 Trenton Road, Southgate, Michigan (the "Property").

Scope of Work

AKT Peerless' scope of work is intended to assist the Client or another related entity with Brownfield incentives available through the state and local unit of government, pursuant to the Brownfield Redevelopment Financing Act, Public Act (PA) 381 of 1996, as amended (the "Brownfield Act").

An approved Brownfield Plan authorizes the use of tax increment revenue (TIR) to reimburse certain eligible activities (e.g., environmental activities, demolition, lead paint and asbestos surveys and abatement.) A Brownfield Plan must be approved by the local unit of government. In addition, the Michigan Department of Environment, Great Lakes & Energy (EGLE) and/or Michigan Strategic Fund (MSF) must approve an Act 381 Work Plan to utilize TIR from school taxes for reimbursement.

A Brownfield Plan was approved by the Southgate City Council for this Project on October 5, 2022. The Client desires to amend the plan ("Amendment"), adding "Housing Property" to its "Eligible Property" criteria, expand the scope of eligible activities to also include Site Preparation activities and Infrastructure Improvements (that support the Housing Property), provide new tax increment revenue projections, as well as adjust the Eligible Property boundaries as necessary. The following tasks further detail the scope of work.

Task 1. Eligible Activity Identification

AKT Peerless will identify specific eligible activities and evaluate the level of local and state support (if applicable) for reimbursement of those activities. In order to maximize reimbursement, AKT Peerless will work with the Client and the Client's contractors to identify and extract as many eligible activities as possible from the Client's construction budget.

Additionally, AKT's identification will include all eligible activities completed between the approval of the original Brownfield Plan and the Amendment, including any previously completed activities that may now qualify under the proposed Housing Property criteria.

Task 2. Tax Increment Financing (TIF) Projection: Estimates and Schedule

AKT Peerless will prepare TIF projection for the Project. This projection will provide the Client with a preliminary assessment of estimated future annual TIR reimbursement. AKT Peerless will use the eligible activity estimates described in the previous section in the TIF projection. In addition, AKT Peerless will work with the local unit of government and the Client to estimate a reasonable projected taxable value for the Project.

Task 3. Brownfield Plan Amendment & Associated Reimbursement Agreement Amendment

Brownfield Plan Amendment

Using the eligible activity estimates and the TIF projection, AKT Peerless will prepare a Brownfield Plan Amendment and submit the plan to the BRA. The purpose of the Brownfield Plan Amendment is to qualify the redevelopment project for Brownfield redevelopment financial incentives available under the Brownfield Act. The newly generated TIF projection will be included in the Brownfield Plan Amendment.

An approved Brownfield Plan Amendment is necessary for the BRA to capture the available increase in property taxes that results from construction of the Project. The captured taxes may be used to reimburse development costs for approved eligible activities. Approval of a Brownfield Plan Amendment by the local unit of government authorizes TIR reimbursement from local (non-school) taxes. For full reimbursement (from both local and school taxes), state approval of an Act 381 Work Plan is generally required.

Brownfield Reimbursement Agreement Amendment

The Brownfield Act requires preparation and approval of a Brownfield reimbursement agreement detailing the terms and condition between the Client and the BRA for eligible activity reimbursement. If the BRA provides a reimbursement agreement template, AKT Peerless will review the document on the Client's behalf. Alternatively, AKT Peerless will prepare a Brownfield reimbursement agreement template and submit it to the BRA and the Client for review and approval. During preparation and following submittal of this template, the Client should engage in all necessary discussions and negotiations with the BRA with the assistance of legal counsel.

Task 4. Meetings & Correspondence: Amendment Preparation & Approval Process

AKT Peerless will support the Client throughout the Brownfield Plan Amendment process, including attending and presenting at all required meetings for approval. In addition, AKT Peerless will engage in strategy meetings and discussions with the local government, the BRA, and state representatives (if applicable) to maximize support for eligible activities and ensure successful approval of the Amendment. These efforts include responding to inquiries, revising documents as needed, and engaging in discussions to address comments or concerns.

Fees

AKT Peerless proposes to provide the services described in this proposal lump sum not to exceed basis, excluding the Meetings & Correspondence task which will be billed as time and materials, not to exceed (T&M, NTE). AKT Peerless will progress bill against the project work outlined above on a monthly basis. **AKT Peerless' estimated cost to complete the proposed scope of work is $12,500. The proposal cost does not include any application fees required by units of government, agencies, or authorities.** Payment will be due within 30 days on all invoices generated. Charges will be in accordance with AKT

Peerless' attached professional fee schedule (Appendix B); however, the hourly rates for the tasks presented above will typically vary between $80 and $180.

The following cost estimate breakdown is presented on a per task basis as previously outlined. Costs are subject to the level of effort required based upon the approach selected by the Client and the willingness of local and state (if applicable) government agencies to meet and make decisions on a timely basis. A number of tasks identified in the scope of work under this proposal shall be complete upon receipt of recommendations and determinations from governmental agencies related to the tasks listed above except as otherwise provided. The costs presented are estimates based upon our experience of similar projects. Estimated costs between tasks may vary and are subject to change.

Table 1 Estimated Costs

Task #	Activity	Cost
1	Eligible Activity Identification	$1,500
2	Tax Increment Financing (TIF) Projection	$2,500
3	Brownfield Plan & Reimbursement Agreement Amendments	$5,000
4	Meetings & Correspondence	$3,500
	Total	**$12,500**

AKT Peerless will provide its own materials, tools, and equipment. AKT Peerless expects reimbursement for any out-of-pocket expenses incurred by it in the performance of its services including copying, overnight delivery charges and, if necessary, out-of-town travel (and associated lodging and meals).

This proposal is valid for 30 days. After 30 days have elapsed, AKT Peerless reserves the right to alter the scope of work and estimated cost, subject to approval of the Client. Changes in the scope of work and the estimated price are dependent on potential changes in the amount of available site information, regulatory requirements, seasons, economic conditions, etc. AKT Peerless will provide an altered scope of work and the associated price estimate for approval prior to initiating project activities. Non-responsiveness to requests (written, faxed or emailed) for needed information to complete a job, as more fully described above, after 60 days of the second request (written, faxed or emailed) may, at AKT Peerless' discretion, result in contract termination.

If the Client chooses to alter the proposed scope of work, Client shall advise AKT Peerless, and AKT Peerless shall propose alterations to the scope of work and related fees. The Client will authorize AKT Peerless in writing to conduct more or less work than defined in this proposal.

Client Requirements

AKT Peerless requires as much of the following information and assistance from the Client as is available. The information below is necessary to complete the scope of work described above. More complete information helps to optimize the incentives approach. AKT Peerless expects to assist the Client with assembling this information under the scope of work within this proposal.

General Requirements

- Architectural, engineering, mechanical plans, if available
- Concept site plans, if available
- Construction budget, detailed if possible
- Available previously completed studies (i.e. environmental, asbestos and lead paint)
- Access to design team
- Meeting with facility/operations personnel

Limitations

AKT Peerless cannot guarantee approval of any requests, pre-applications, applications, incentives, grants and loans, or amendments to incentives. The Client understands that its incentive services involve incentive programs, not entitlement programs, and, as such, approval of any incentive benefit is not guaranteed. Strict compliance with the applicable incentive legislation is needed in order to even qualify for consideration by the applicable government agency. This compliance is the responsibility of the Client. Tax increment finance revenues are very dependent upon the post-development taxable value as determined through the normal property assessment process. Assumptions of post-development taxable value will be part of any tax increment finance projection with the accuracy of the projection directly related to the input and cooperation of the Client and local assessing official(s) on the post-development taxable value. The Client agrees to indemnify and hold harmless AKT Peerless from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against the Client arising out of this Agreement, or the Client's application and/or qualification for incentive programs (provided, however, this indemnity shall not apply to claims arising out of the gross negligence of AKT Peerless or it employees or agents). The Client is strongly encouraged to seek legal advice, at the Client's own expense, on all legal matters or questions that may arise regarding these incentives and to have any documents prepared by AKT Peerless for submission to any federal, state or municipal government or agency reviewed by competent legal counsel before submission. The Client is strongly encouraged to seek accounting services, at the Client's own expense, on all tax matters or questions that may arise regarding these incentives and to consult with the Client's accountant prior to submission of any tax forms. In no event shall the liability of AKT Peerless under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Further, in the event AKT Peerless is successful in obtaining governmental incentives for the Client, they require strict compliance after approval of same to obtain their benefits. Certain failures to comply on an ongoing basis can terminate or limit the availability of the full benefits received, require repayment or have negative tax consequences. AKT Peerless assumes no liability for post award actions of Client.

The contracting of other services necessary to perform any of the tasks described above including but not limited to architectural fees, environmental assessment fees, appraisal fees and assessor fees is the sole responsibility of the Client. The Client will be responsible for all application and processing fees required by any applicable agencies or municipalities. These fees are typically invoiced directly to the Client by the applicable agency or municipality.

AKT Peerless will provide these services using its commercially reasonable best efforts consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Terms and Conditions

By signing this proposal, the Client agrees to the terms and conditions presented as Appendix A. AKT Peerless will prepare and render invoices as described above and those invoices shall be payable within thirty (30) days of invoice date, unless otherwise noted. A number of tasks identified in the scope of work under this proposal shall be complete upon receipt of final recommendations and/or determinations from the governmental agencies related to the tasks listed above except as otherwise provided.

This proposal including: descriptive material, pricing, discussion of proposed methods to be used or implemented by AKT Peerless, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to AKT Peerless. AKT Peerless is submitting this information for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of AKT Peerless.

AKTPEERLESS
ENVIRONMENTAL SERVICES

PROPOSAL ACCEPTANCE FOR BROWNFIELD REDEVELOPMENT CONSULTING SERVICES

Southgate Tower Brownfield Plan Amendment
16333 Trenton Road, Southgate, Michigan, 48195

This proposal submitted by:	______________________________
	Jenn Gelletly Senior Project Manager, Economic Development Incentives
Proposal submitted on:	June 12, 2025

Please authorize the proposal by executing below:

Proposal amount:	**$12,500**

Client contact:
Dan Marsh, City Administrator
City of Southgate
14400 Dix Toledo Hwy.
Southgate, Michigan 48601

AKT Peerless Proposal No.	PF-37423
AKT Peerless Project No.	TBD
Appendix A:	Terms and Conditions
Appendix B:	Professional Fee Schedule
Acceptance:	____________________ (Signature)
	City of Southgate
Print Name:	____________________
Title	____________________
Date	____________________

AKTPEERLESS ENVIRONMENTAL SERVICES

Appendix A

Terms and Conditions

AKT PEERLESS
TERMS AND CONDITIONS

The following Terms and Conditions govern the services (referred to herein as "work" or "services") to be performed by AKT Peerless (**"we"**, **"us"**, **"our"**, **"AKT Peerless"** or **"Consultant"**) for you (**"you"**, **"your"** or **"Client"**). By accepting the proposal or authorizing all, or any portion, of the work to be performed by Consultant, Client shall be deemed to accept these terms and conditions, as if set forth in full, in the proposal to which these terms and conditions apply (when accepted, the proposal and these Terms and Conditions constitute the "Agreement" (hereinafter, this "**Agreement**").

1. **Performance**: Consultant will provide advice, consultation and other environmental services to Client in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality. Consultant shall use commercially reasonable best efforts to comply with all federal, state, and local statutes, codes, laws and administrative regulations relating specifically to the services to be performed by Consultant, including, but not limited those related to environmental, fire, safety and health matters. Finally, it is Consultant's obligation to have marked by appropriate utility companies the location of all underground utilities or improvements.

AKT Peerless prides itself in rapid responses to client inquiries. Therefore, we make extensive use of e-mail and facsimile machines to communicate with our clients. We will communicate with you via the e-mail address and/or facsimile number on file for you. In the case of facsimiles, please let us know if you would like us to call first before faxing. At present, AKT Peerless does not use any encryption programs for our outgoing e-mail. All written, telephone, facsimile or email communication between the Client and AKT Peerless shall not be considered unwanted commercial speech (e.g. "spam") unless written notification is provided.

2. **Client Cooperation**: Client shall use commercially reasonable best efforts to cooperate fully with Consultant in meeting Consultant's responsibilities herein. Such cooperation shall include but shall not be limited to providing: 1) access to the real estate, buildings or other property, 2) such surveys and other records concerning the subject matter of the project, and 3) all communications with regulatory agencies and other parties that may have an interest related to the project as may be in Client's possession or under its control. Client shall provide Consultant with a written description of all information required to enable Consultant to perform its services, including documents, data and other information concerning the presence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substances or conditions that Client knows or has reason to believe may be located at, on or under the property. Consultant shall not be liable for any incorrect advice, judgment, recommendation, finding, decision or conduct based upon any inaccurate or incomplete information supplied by Client. Client agrees to provide an on-site contact to identify utilities and improvements. Client acknowledges that, in the event any subsurface investigation is required, it is inevitable that some damage or destruction to the current property conditions shall occur.

3. **Payment**: The Client agrees to pay Consultant for all services and expenses, according to this agreement, through the termination or completion date, plus all interest, and expenses or costs incurred for early termination as set forth below and all costs of collections, including reasonable attorney fees. Any work requested hereunder, either in the proposal or subsequent change orders will be performed at the prices agreed to in the proposal and/or according to the provisions of the Consultant's standard rate schedule. If requested, prior to performing any services AKT Peerless may require a retainer ("Retainer"). AKT Peerless shall hold the Retainer and apply it to the final invoice from AKT Peerless to the Client (with any excess left over, immediately returned to the Client). Consultant reserves the right to amend the rate schedule in advance of any future work. Client understands that outside services contracted and paid for by Consultant which are included in the proposal will be billed to the Client at cost plus fifteen percent (15%). All invoices submitted to Client shall be payable within thirty (30) days of issuance by Consultant. Any payment not received within that period will bear interest at the rate of one and one half percent (1.5%) per month thereafter. Client agrees that it shall pay Consultant at Consultant's then

prevailing rate for all time spent on behalf of Client in preparation for any court, administrative, or other legal proceedings arising out of the services provided under this Agreement, whether or not Consultant is subpoenaed to appear at such proceeding by Client or any third party. In the event that payment is not received by Consultant on any invoice within thirty (30) days of the issuance of the invoice, Consultant may then, by written termination notice to Client, terminate this Agreement (and any other existing contracts between Client and Consultant) and apply any existing Retainer to outstanding invoices without incurring any liability to Client; such termination by Consultant shall be effective immediately upon Consultant's issuance of the termination notice. Any objection to any invoice must be made by the Client, in writing, within ten (10) business days after the invoice is issued by Consultant, or the objection shall be deemed waived.

4. **Termination**: In addition to any other rights of Consultant to terminate this Agreement, Consultant may terminate this agreement if, in its sole discretion, it believes that any request from Client may violate applicable professional standards, law, or regulations and the parties are unable to reach a satisfactory resolution of the issue. Additionally, this agreement may be terminated by either party upon thirty (30) days written notice, unless such termination shall irreparably harm either party. In the event that Client terminates this agreement prior to the completion of Consultant's work, Client agrees to pay Consultant for the work that has been performed through the date of termination and for efforts that are expended by Consultant to wrap up its work in a professional, businesslike manner (including, without limitation, costs and fees for demobilizing from a site, for proper handling and disposal of samples, for organization of files and reports and the like) and in addition, Client shall pay Consultant an additional amount equaling ten percent (10%) of the agreed initial estimated price, as a reimbursement for loss of opportunity. In no event shall any payment pursuant to this section 4 exceed the original agreement amount by ten percent (10%).

5. **Indemnification:** Client shall defend, indemnify, and hold harmless Consultant, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all liability, claims, demands, lawsuits, losses, damages, penalties, expenses and costs, including reasonable attorney fees (**"Damages"**), whether direct, indirect or consequential: that arise as a result of Client's negligence, gross negligence, or willful misconduct. All claims brought against Consultant, relating to the services provided by Consultant or otherwise, whether based upon contract, tort, statute or otherwise, must be brought within one (1) year from completion of the contracted services or they shall be forever barred. The Client acknowledges that Consultant has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the real estate as to which Client has requested Consultant's services.

Consultant agrees to defend, indemnify, and hold harmless Client, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all Damages, whether direct, indirect, or consequential arising out of, or in any way connected with Consultant's negligence, gross negligence or willful misconduct in the performance of services under this Agreement.

In addition to the other limitations contained in this section 5 and elsewhere in these Terms and Conditions, a party's obligation to the other hereunder shall be limited to the party's relative fault among all persons or entities that may have contributed to or caused the Damages at issue, as determined by a court of competent jurisdiction or as the allocation of fault may otherwise be agreed by the parties.

The Client understands that its incentive services involve incentive programs, not entitlement programs, and, as such, approval of any incentive benefit is not guaranteed. Strict compliance with the applicable incentive legislation is needed in order to even qualify for consideration by the applicable government agency. This compliance is the responsibility of the Client. Tax increment finance tables involve projected revenue that is highly dependent on post-development taxable values determined through the normal assessment process. The Client agrees to indemnify and hold harmless AKT Peerless from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against the Client arising out of this Agreement, or the Client's application and/or qualification for incentive programs (provided, however, this indemnity shall not apply to claims arising out of the gross negligence of AKT Peerless or it employees or agents). The Client is strongly encouraged to seek legal advice, at the Client's own expense, on all legal matters or questions that may arise regarding these incentives and to have any documents prepared by AKT Peerless for submission to any federal, state or municipal government or agency reviewed by competent legal counsel before submission. The Client is strongly encouraged to seek accounting services, at the Client's own expense, on all tax matters or questions that may arise regarding these incentives and to consult with the Client's accountant prior to submission of any tax forms. In no event shall the liability of AKT Peerless under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Further, in the event AKT Peerless is successful in obtaining governmental incentives for Client, they require strict compliance after approval of same to obtain their benefits. Certain failures to comply on an ongoing basis can terminate or limit the availability of the full benefits received, require repayment or have negative tax consequences. AKT Peerless assumes no liability for post award actions of Client.

6. **<u>Insurance and Limitations of Liability</u>**: Consultant and its subcontractors shall procure and maintain at its own expense, during the term of this Agreement, the following insurance, with limits of liability at least as set forth below, and upon such terms and conditions as are customary in the industry:

(a) Comprehensive general liability insurance in the amount of $1,000,000 combined per occurrence and $2,000,000 combined per aggregate;
(b) Professional liability (errors and omissions) insurance in the amount of $1,000,000 combined per occurrence and $2,000,000 combined aggregate limit;
(c) Pollution liability insurance in the amount of $1,000,000 per occurrence and $2,000,000 aggregate;
(d) Automobile liability insurance in the amount of $1,000,000 combined single limit for bodily injury for property damage; and
(e) Workers' Compensation Insurance complying with the laws of the state(s) in which Consultant's services are performed hereunder.

Unless an emergency otherwise dictates, Consultant shall have no more than thirty (30) days after receiving notice as provided herein to cure any defect for which Client provides notice hereunder, unless such cure requires additional time to implement or complete, in which case Consultant shall be provided a commercially reasonable amount of time to complete the cure. Failure by Consultant to cure any defect as provided herein shall in no event bar or preclude any defense to which Consultant may otherwise be entitled. Finally, Consultant shall have no liability or obligation to Client for Damages greater than the minimum requirements as set forth under the applicable state law and the most cost effective and reasonable remedy provided thereunder in consideration of all relevant facts.

Consultant shall not be liable to Client for failure to comply with the terms of Section 1 unless such non-compliance is due to the negligence, gross negligence, or intentional misconduct of Consultant. Client acknowledges that Consultant has made no representations, express or implied, and no warranty or guarantee is included or intended in any report, opinion, or document regarding the results to be achieved upon completion of the services except as set forth herein. In the case of incentives work, Client understands that the decision to grant any incentives is wholly that of the applicable governmental agencies.

7. **<u>Confidentiality</u>**: Consultant shall retain as confidential all information, samples and data furnished to it by Client or collected by it during the course of the work performed under the Agreement or any amendment thereto. Such information shall not be disclosed to any third party except as directed by Client or as required by law, regulation or court order. Prior to making any disclosure required by law, regulation or court order, Consultant shall notify client of the obligation to make such disclosure and provide Client with a reasonable opportunity to lawfully challenge the need to make such disclosure. Any such challenge shall be performed at Client's sole cost and expense, including but not limited to any payments to Consultant for its time spent assisting in such challenge. Consultant shall retain all reports generated for a period of three (3) years after completion of any project. Client authorizes Consultant to destroy any file or retain portions thereof, in the discretion of

Consultant after said time. Any samples obtained by a Consultant under this Agreement will be discarded within thirty (30) days after laboratory analyses unless another time period is mutually agreed to in writing.

8. **Final Product:** Client acknowledges that any environmental report is merely a "snapshot" of the subject property at the time the investigation was performed and any material change in the use or condition of the property shall directly terminate any further obligation of Consultant for the accuracy of the report. In no event shall this report be relied on for more than one-hundred eighty (180) days after the date of issuance

AKT Peerless ordinarily retains client files for a reasonable period of time after the conclusion of a matter. If requested, AKT Peerless will provide these files to you (excluding our notes and other work products) at the conclusion of the matter upon your request. If you do not request the files, after a reasonable period of time, unless you advise us in writing to the contrary, we shall be free to dispose of them. If you request that we turn our files over to you or to another firm and you have not fully satisfied all of your obligations to us under this agreement, including the payment of all fees and costs, we shall be entitled to hold the files as security for performance of those obligations.

9. **Lien**: In order to secure repayment of the amounts required hereunder, Consultant hereby notifies client that it intends to utilize any rights it may have under Michigan's Construction Lien Act (MCLA 570.1101 *et seq*) or such similar provision which may be in force in the jurisdiction where the work under the Agreement is performed. Client further agrees to execute and deliver to Consultant any and all documents necessary and/or grants Consultant power of attorney to execute and record on their behalf all documents in order to comply with the requirements of the Act.

10. **Changes**: The parties acknowledge that neither this Agreement nor any proposal may be modified except upon written agreement by both parties. If changes occur in the project, or events are discovered during Consultant's work, these events may require alterations to the scope of work. If such changes are required by changes in the statutes, regulations, governmental authorities or the interpretations thereof, this agreement and proposal shall therefore be amended to incorporate those changes and the compensation to Consultant shall be adjusted accordingly. If the Client alters the scope of work proposed by Consultant, Consultant shall have no liability whatsoever for any Damages based upon the final product, if in the performance of the Consultant's original proposal; the claimed defect could have been discovered. Client further acknowledges that the costs in the proposal are merely estimates. These estimates are made by Consultant on the basis of its experience, qualifications, and professional judgment, but are estimates and not guaranteed.

11. **Delays**: Consultant shall use commercially reasonable best efforts in performing the services under this agreement. However, Consultant shall not be responsible for any delay or failure to perform its services if there is any failure to provide or delay in providing Consultant with necessary access to the properties, documentation, information, materials or contractors retained by Client or its representatives, or due to any act of God, labor trouble, fire, inclement weather, act of governmental authority or the failure to gain cooperation of any necessary third party or any other act beyond the control of Consultant. In the event said events do occur, then the time for Consultant's for completion of this Agreement shall be extended by a commercially reasonable period under the circumstances. If any delay is caused by either the acts or omissions of Client or by any third party (including Governmental agencies) Consultant shall be entitled to additional compensation, based upon standard rates, for the additional efforts required in obtaining said approvals, documentation or access.

12. **Reliance and Reliance Letters**: The services performed and issuance of any report which is to be generated is for the sole benefit of Client and no other individual or entity may therefore rely on same without the express written permission of Consultant. Consultant acknowledges that, from time to time, Client may require that Consultant issue to Client's financial institution or other third party a Reliance Letter. Consultant agrees, at no additional cost, to provide same, so long as it is subject to these Terms and Conditions and that said request is made within one hundred eighty (180) days of the final report. Client agrees that it shall provide a copy of these Terms and Conditions to its financial institution or other third party and that the financial institution shall accept

same and shall acknowledge that any such reliance shall be effective only as to the condition of the property on the date the final report was written. Consultant shall not be required to provide reliance on any report older than 180 days. In the event that Consultant does agree to provide a Reliance Letter, the party seeking reliance must agree in writing to be bound by these Terms and Conditions. Any reliance shall only be as of the date the report was published. For reliance requests based upon these reports, Consultant's liability for any and all Damages in any way related to the services provided by Consultant, either directly or indirectly, whether by agreement or otherwise, shall be limited to the cost of the services provided by Consultant hereunder. In accepting this limitation, Client and any other relying party shall acknowledge that ASTM E-1527, Section 4.6, states that any Phase I Environmental Site Assessment older than one hundred eighty (180) days is no longer valid and therefore acknowledges that this reduced limitation of liability is reasonable.

Appendix B

Professional Fee Schedule

AKTPEERLESS
ENVIRONMENTAL SERVICES

AKT Peerless Environmental Services

Schedule of Professional Services Fees

January 1, 2025

Professional Service Fees	Rate
Principal/Director	$220 to $260 per hour
Senior Project Manager/Group Leader	$140 to $200 per hour
Project Manager	$110 to $140 per hour
Senior Consultant	$110 to $140 per hour
Consultant	$70 to $110 per hour
Senior Geologist/Hydrogeologist	$110 to $140 per hour
Geologist/Hydrogeologist	$70 to $110 per hour
Senior Engineer	$110 to $200 per hour
Engineer	$70 to $110 per hour
Senior Incentive Specialist	$110 to $160 per hour
Incentive Specialist	$70 to $110 per hour
Senior Field Technician	$105 to 140 per hour
Field Technician	$65 to $105 per hour
Senior Field Probe Operator	$110 to $140 per hour
Field Probe Operator	$80 to $105 per hour
Technical Support	$65 to 95 per hour
CAD Operator	$85 to $140 per hour
Administrative Support	$65 to $80 per hour
Intern	$55 to $65 per hour

Expenses and Outside Services	Rate
Expenses	Cost plus 15%
Mileage	$0.575 per mile
Report Copies	$75.00 per copy
Subcontractors	Cost plus 15%

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

June 13, 2025

To the Honorable
City Council
Southgate, Michigan 48195

Re: Recommendation to Approve Purchase of Cameras for Municipal Building Drives **(Waiver of Bid)**

Ladies and Gentlemen:

I have reviewed the above and concur with the Finance Director's recommendation to waive the bid procedure and approve the Purchase of new video cameras for the Municipal Building Drives from D/A Central Inc. (Oak Park, MI), in the amount of $7,747.00. These cameras will be consistent with the existing cameras throughout the Municipal Complex.

Funds are available in the General Fund.

Your favorable consideration of this matter is appreciated.

Sincerely,

Joseph G. Kuspa
Mayor

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

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

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- CITY COUNCIL -

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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: June 12, 2025

RE: Recommendation to Approve Purchase Cameras for Municipal Building Drives **(WAIVER OF BID)**

I have reviewed the above with the City Administrator and concur with his recommendation to waive the bid process and approve the purchase of new video cameras around the municipal building and drives to D/A Central Inc. (Oak Park MI) in the amount of $7,747.00. The city is currently utilizing D/A Central for police and court security cameras; these cameras are compatible with the existing surveillance system.

Funds are available in the General Fund.

Proposed Motion
Waive the bidding process and approve the purchase of new video cameras for the municipal building and the drives from D/A Central in the amount of $7,747.00.

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

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
26192

June 5, 2025

BILL TO:	**WORK LOCATION:**
City of Southgate	**City of Southgate**
14400 Dix-Toledo Highway	14400 Dix-Toledo Highway
Southgate, MI, 48195	Southgate, MI, 48195
Attn: Dan Marsh	Attn: Dan Marsh
(734) 258 3021	(734) 258 3021

Camera additions for new drive

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

PROJECT OVERVIEW

Dan,

Thank you for the opportunity to quote the price to add some new video cameras to improve the video surveillance coverage of your Municipal Building perimeter including the North side of the building also viewing the new drive and drop box.

This quote includes two new 270-degree coverage views on the North exterior perimeter, as we discussed at our recent on-site meeting. These cameras are compatible and will tie into your existing Southgate Surveillance System.

We will run new cable from these cameras back to the IT room and connect them into the City's existing PoE switch for video data communication and power, assuming there is an open PoE switch port available for this camera.

SCOPE OF WORK DETAILS

D/A Central will provide and install the following:

VIDEO

NE Exterior Perimeter Camera

- Connected to existing network switch
- 20 Megapixel (4X5MP) Multi-sensor, corner mounted
- Cat6 plenum cable
- Intended view NE exterior perimeter including new drive
- Includes camera license and one year of Care+ support

NW Exterior Perimeter Camera

- Connected to existing network switch
- 20 Megapixel (4X5MP) Multi-sensor, corner mounted
- Cat6 plenum cable
- Intended view NW exterior perimeter including new drive and drop box
- Includes camera license and one year of Care+ support

General Requirements and Responsibilities

By D/A Central: Initial programming and set-up of the cameras in the system

- Remote programming and set-up of cameras in system to allow site to perform final programming for desired views based on user login
- Coordinate and work with Client for configuration and functional testing of the system.
- D/A Central may utilize trusted partners to install system components locally.
- Final programming needed to fully test and hand over system

By Client:

- Client will be available for camera view confirmations and final approvals
- If needed, IP addresses and POE/POE+ network switch ports, all network infrastructure, gateways, subnets and VLAN's. Configuration in a timely manner for proper system management and deployment
- All 120V-AC power and conduit to be provided by others, unless specifically noted herein
- All licenses, permits and associated fees to be the responsibility of others (unless noted herein).
- Client representative will be available for final testing and walkthrough for project sign off.

Disclosures and Clarifications:

- Due to possible market and supply chain fluctuations, D/A Central cannot guarantee a specific timeline for delivery and installation of the proposed solution. We will use resources to the best of our ability to meet timelines.
- This proposal is valid for 30 days from the date shown.
- Working hours, unless otherwise agreed upon, are 8:00 am - 5:00 pm, Monday-Friday. Any work performed outside these hours will require additional charges
- D/A must be provided free access to the areas needed for this solution. Please inform us if there are certain considerations of which we should be aware.
- Site will be left clean and free of installation debris at the end of each day and the end of the project in general.
- If applicable, D/A will adhere to site requirements. If site rules require two people to operate a lift, this may be reason for additional charges.

- If extensive site / safety training is required, this may be reason for additional charges.
- Any additional conduit work, other than what is listed in the breakdown above, is not included in the quote and if required may require additional charges.
- D/A will be able to provide as-built drawings only if clean drawings in CAD or PDF format are provided to us.
- Unless otherwise noted, Standard Terms and Conditions apply, and a 30% initial startup billing will be processed shortly after acceptance.
- Whenever possible, D/A Central prefers to have remote access set up to provide final programming, testing, and future serviceability.
- Additional work outside the scope of this project will be handled on a time and material basis.
- D/A is non-union. Therefore, union labor is not included in this proposal unless indicated otherwise.
- Sales tax, if applicable, will be calculated and invoiced accordingly.
- Unless stated above, we will use all existing and functional field devices and cable that are compatible with the proposed solutions
- Any required rooftop penetrations are excluded from this proposal; to be provided by others.
- Expedited Shipping, if required, will be billed separately.

This quote includes installation of equipment, testing and verification of proper operation.

All new D/A equipment carries a one-year parts and labor Prime Support Warranty.

The next page will show line items and a system total.

Please contact me with any questions or if you would like to proceed.

Thank you for the privilege of serving.

Regards,

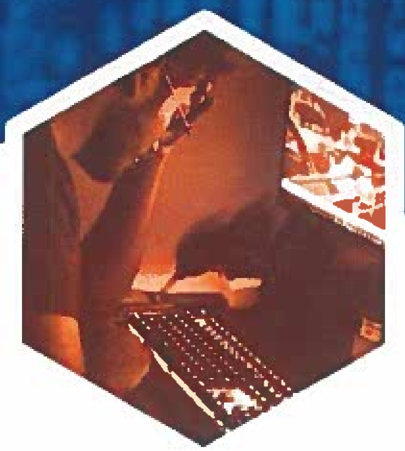
Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
Ph: 248/ 399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
Dome, 4x5MP, Multidirectional, 360°, 3.2-8.1mm, f/1.9-3.2, Indoor/Outdoor, IR	2.00
Pendant Kit	2.00
Wall Mount, 1.5" NPS	2.00
Corner Bracket	2.00
License, XProtect Pro+, Device	2.00
License, Care+, XProtect Pro+, Device, 1 Year	2.00
Patch Cable, CAT6, 3', Blue	2.00
CAT6, Plenum, Unshielded	3.00
cable support	10.00
CAD and Documentation	
Engineering Services	
Cabling	
Installation Services	
Project Management	
Investment Protection for 1 year	1.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$7,747.00
TAX (EXEMPT):	$0.00
TOTAL:	$7,747.00

PrimeSupport

BY D/A CENTRAL



FIXED PRICE
Eliminate the hassle of unpredictable expenses.

COMPREHENSIVE COVERAGE
Protect your system with labor, product, and engineering coverage

PERSONALIZED SUPPORT
Count on real people responding in real time.

Get **covered 24/7/365** with **Prime**Support.

THE WORST TIME TO FIND OUT YOUR SYSTEM FAILED IS AFTER AN EVENT. D/A Prime Support ensures that your system is there when you need it most. Our support specialists understand the intricacies involved with fully integrated systems because we design and build them from the ground up. As a result, we can detect the difference between system component failures and training needs. Our years of experience allow D/A to cost effectively maintain your entire system within a guaranteed time frame, limiting disruption to your operation.

TYPICAL MANUFACTUER WARRANTIES HAVE PARTS ONLY PROTECTION POTENTIALLY LEAVING YOUR SYSTEM OUT OF COMMISSION WHILE WAITING FOR REPAIRS. However, you and your staff are relying on your system 24/7/365. D/A Prime Support assures that you retain your system value and capabilities. Don't leave your operation, employees and visitors vulnerable while your system is inoperable.

D/A CENTRAL
intelligent technology solutions

PrimeSupport

BY D/A CENTRAL

	PrimeSupport	PrimeSupport Plus
Priority Service	✓	✓
Personalized System Training	✓	✓
Remote Engineering Support	✓	✓
Annual System Lifespan Review	✓	✓
10% Discount on Published Labor Rates*	✓	✓
On-site Labor, Diagnostic and Repair	✓	✓
Hardware Repair or Replace Under Warranty**	✓	✓
Annual Lifecycle Budgeting Review		✓
Full Product Replacement Coverage		✓
After-hours Service		✓
Warranty Advanced Replacement (as available)**		✓
Service Portal		✓

OPTIONAL ADD-ONS TO PRIME SUPPORT PLUS:

- Manufacturer's Software Support Agreement
- System Health Monitoring
- Preventative Maintenance for Field Devices
- System Recertification
- System Component Testing and Validation

* As published annually in Master Service Guide | ** Coverage includes D/A installed products only | *** Remote location, use of lifts or bucket trucks are additional costs

Standard Terms and Conditions

1. Where applicable, the above systems are subject to the approval of the "Authority Having Jurisdiction" (AHJ); any changes required by the AHJ are not included. Any required permits are not included.
2. Customer must provide building power source where required. 110 VAC power on 20-amp dedicated circuit, no more than .5V to ground, clear of spikes and surges, where required, with insulated earth ground.
3. Customer will provide network drops where required.
4. Customer must provide environmentally safe location in areas where the work is to be performed.
5. D/A Central Inc. requires written notification of any existing environmental hazard (i.e. asbestos) that its personnel could be exposed to while providing this system. Each area of concern will require separate notification.
6. Customer is solely responsible for compliance with any applicable ADA requirements.
7. D/A Central's technicians shall have full and free access, upon their arrival, to the equipment covered under this Agreement to provide maintenance thereon. That includes remote access for rapid response, unless mutually agreed upon differently.
8. Non-solicitation agreement - Client will not directly or indirectly employ or recruit for employment any employee, agent or subcontracted party of D/A on any project during the Term of this Agreement and for two (2) years thereafter, without prior written consent of D/A.
9. If applicable, the customer must provide connection to fire alarm system to interface into their equipment. All costs associated with the fire contractor's scope of work are the customer's responsibility and are not included in this proposal. This proposal assumes that all fire-related inspections will occur during normal business hours. Any fees required by the inspection authority and/or the fire contractor are the customer's responsibility and are not included in this proposal.
10. All permits and fees associated with permits are excluded from this proposal and are the responsibility of the customer. The customer is responsible for the cost for any and all permits required from local government before project commencement and are to be determined before installation can begin.
11. Customer must provide proper working hardware. All doors are assumed to be properly aligned, and all existing hardware is presumed to be in good working condition and remains the responsibility of Customer. Any hardware found to be non-working or insufficient for the needs of the system will be replaced as necessary but will require a change order to be issued prior to any additional work being completed.
12. Programming is included in this proposal and is defined as the input of system software information. D/A Central will assist the customer in the input of schedules while the actual input of data will remain the responsibility of the customer. There may be an additional charge if the customer requests D/A Central Inc. to perform this labor.
13. If this quote contains software, D/A Central Inc. will load the software on one computer per server or client license purchased. If requested, D/A Central Inc. will provide the customer a quote to load software onto additional computers. If the customer provides the computer and additional installation time is required because of hardware, software, firewall, domain policies, privileges, etc., additional charges may apply.
14. D/A Central will perform testing and commissioning of the system.
15. Conduit runs are not included with this proposal, unless specifically stated otherwise.
16. Customer must provide accessible and non-obstructed chase ways for needed wire run. Customer must provide riser sleeve or core drilling between floors, where required.
17. Customer must provide adequate mounting space for all panels, terminal interfaces, modems and expanders on a wall mounted plywood surface.
18. Customer must provide proper lighting in all work areas as required.
19. All drawings and related documentation created or provided by D/A Central, Inc. are proprietary and will remain the property of D/A Central, Inc., any use or reproduction of same are strictly prohibited.
20. Customer must provide permanent signage related to life safety codes, as needed.
21. If applicable, the customer must provide patching or painting. The customer is responsible for restoring all the existing locations (where the card readers, electric locks, door contacts, REX motions, cameras, etc. were located) to original (non-Automated) specifications. There may be an additional charge if the customer requests D/A Central Inc. to perform this labor.
22. This quotation, unless agreed upon in advance under an associated agreement, does not include invoicing fees or discounts, safety training program charges, background checks or other fee-based portals. If those fees are required, they will be added to invoices to cover all associated costs.
23. Taxes are not included unless specifically stated otherwise. Sales tax, if applicable, will be calculated and invoiced accordingly
24. From time to time, extenuating circumstances, such as those caused by tariffs or product shortages, may cause D/A to endure unexpected and sudden cost increases. In such cases, D/A may pass on price increases accordingly and the timing of these may supersede our normal timeframes for quote validity.
25. All terms and conditions above apply unless specifically noted otherwise herein.

Summary of Costs

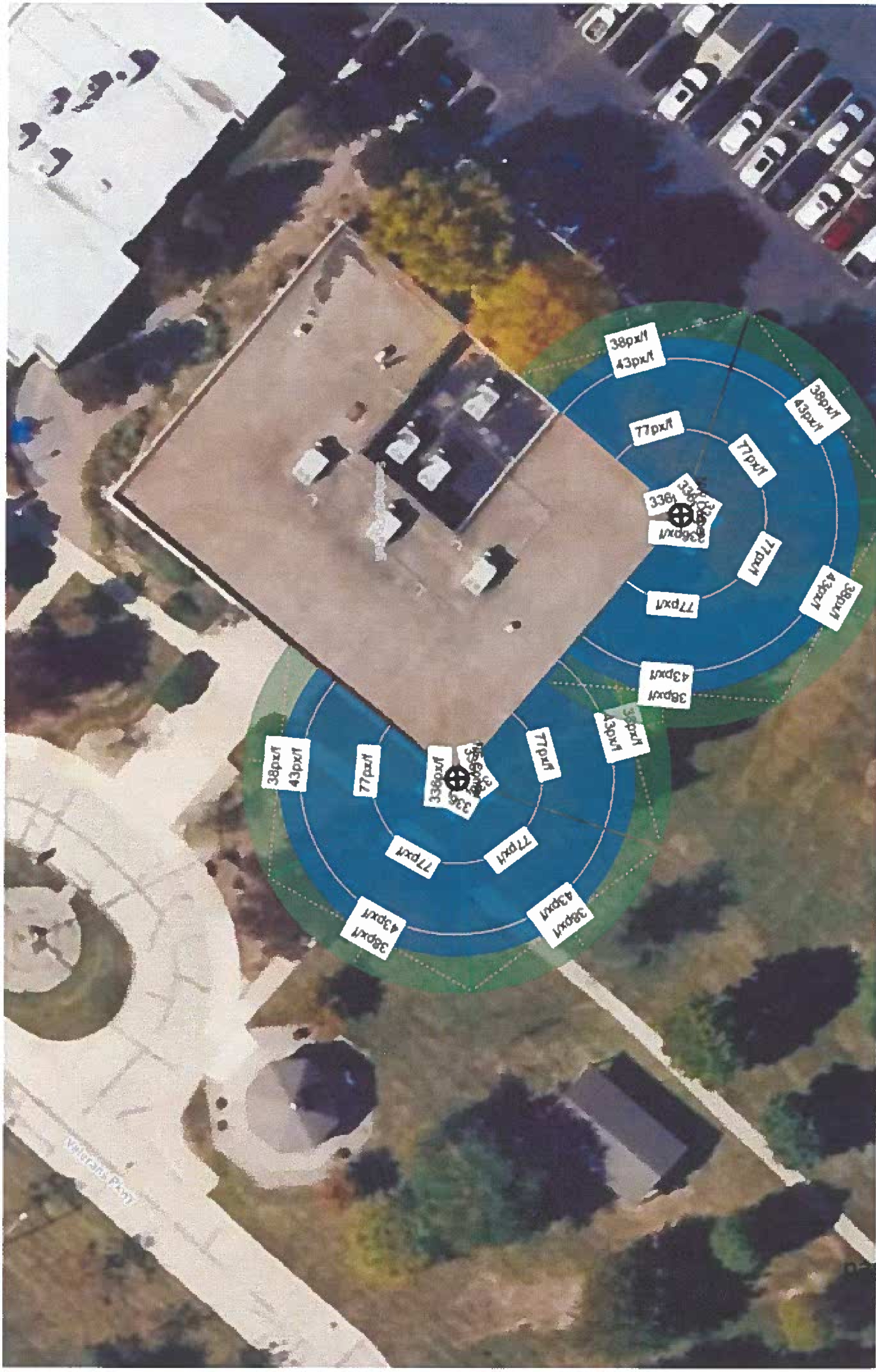
SUBTOTAL:	$7,747.00
TAX (EXEMPT):	$0.00
TOTAL:	$7,747.00

Acceptance

The contract price for engineering and mobilization will be billed up front, unless otherwise stated or indicated in an existing MSA. Projects exceeding one calendar month will be billed for work completed during each month (progressive billing). Progressive billing will include invoicing for engineering and programming, prior to on-site installation, as well as for materials stored at D/A Central Inc. offices and/or delivered to site. Progressive billing for project management will also be done based on a monthly percentage of the proposed total upon commencement of installation.

This quote is valid for 30 days. From time to time, extenuating circumstances, such as those caused by tariffs or product shortages, may cause D/A to endure unexpected and sudden cost increases. In such cases, D/A may pass on price increases accordingly and the timing of these may supersede our normal timeframes for quote validity.

CLIENT:	**City of Southgate**	COMPANY:	**D/A Central, Inc.**
DATE:		TITLE:	Camera additions for new drive
SIGNATURE:		PROPOSAL #:	26192
PRINT:		SALES REP:	Joe Vanwelsenaers
PO:		PHONE:	(248)399-0600 EXT 122
		EMAIL:	joe.vanwel@dacentral.com


38px/ft
43px/ft
77px/ft
336px/ft
Veterans Pkwy

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

June 13, 2025

To the Honorable
City Council
Southgate, Michigan 48195

Re: Recommendation to Approve Purchase of Pressure Washer **(Waiver of Bid)**

Ladies and Gentlemen:

I have reviewed the above and concur with the DPS Director to waive the bid procedure and approve the purchase of a pressure washer from Hotsy Midwest Cleaning Systems (Livonia, MI) in the amount of $13,897.80.

Funds are available in Water / Sewer Fund.

Your favorable consideration of this matter is appreciated.

Sincerely,

Joseph G. Kuspa
Mayor

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

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer

- CITY COUNCIL -

ZOEY KUSPA
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PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

ED GAWLIK JR.

VICTORIA ARAJ

City of Southgate

MEMORANDUM

TO: Honorable Mayor and City Council

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

DATE: June 12, 2025

RE: Recommendation to Approve Purchase of Pressure Washer **(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 the purchase of a pressure washer from Hotsy Midwest Cleaning Systems (Livonia MI) in the amount of $13,897.80.

Funds are available in the Water / Sewer Fund for this purchase.

Proposed Motion

Waive the bidding process and approve the the purchase of a pressure washer from Hotsy Midwest Cleaning Systems in the amount of $13,897.80.

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

From the Desk of:
Kevin Anderson
Director, D.P.S.
June 12, 2025

To: **Doug Drysdale,**
Finance Director

Re: **Pressure Washer**

In order to be in compliance with new EGLE MS4 regulations we are required to obtain a pressure washer to clean salt, dirt and other debris from all vehicles. The pressure washer will be set up and used in our EVF Facility to further meet EGLE MS4 regulations. I have reviewed the quotes submitted for Pressure Washer and find **Hotsy Midwest Cleaning Systems** quote for $13,897.80, to be the best choice for the city, based upon the following:

- They meet the quote specifications
- They are the only actual Michigan based company (not just a Michigan office)
- Parts are easy to obtain
- We currently have other Hotsy Equipment

Therefore, I recommend that we purchase the Pressure Washer from:

Hotsy Midwest Cleaning, Systems
34525 Industrial Rd.
Livonia, MI 48150
Phone: 734-762-0580
Email: detroit@callhotsy.com
Website: www.callhotsy.com

If you have any questions, please contact me.

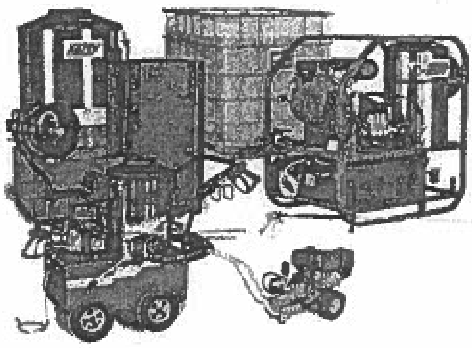
KA/sb

Quote Tabulation Enclosed

City of Southgate
14719 Schafer Court
Southgate, MI 48195
(734) 258-3079

Department of Public Services
Quotes – Pressure Washer

Company	Quotes Amount
Hotsy Midwest Cleaning Systems	$13,897.80
American Pressure Inc.	$12,995.00
Atomic Cleaning Systems, LLC	$12,449.18



Hotsy Midwest Cleaning Systems
34525 Industrial Rd.
Livonia, MI, 48150
Phone: (734) 762-0580
email: detroit@callhotsy.com
Website: www.callhotsy.com

QUOTATION

Prepared For:
JASON
CITY OF SOUTHGATE
14719 SCHAFER CT
SOUTHGATE MI 48195
Phone: 734-216-5639
Email: jkujat@southgatemi.gov

Date: 04/02/25
Hotsy Sales Consultant: Mike R.
Phone: (734) 762-0580
Email: detroit@callhotsy.com

Estimated Ship Date: 10 - 14 Business Days

Hotsy Model No.	Part Number	Description	Qty	List Price	Discount	%/$	Extended Price
1452N	1.109-199.0	Hotsy Hot Water Pressure Washer. 4.0gpm @ 3000psi, 8.2hp 208/3PH, 42amp, Baldor electric motor, Automatic Start/Stop, Automatic Shut Down and over run timer, Hotsy triplex belt drive ceramic plunger pump, Natural gas fired burner, 50' high pressure hose, nozzles.	1	$12,090.00	1000	$	$11,090.00
					0	$	
					0	%	
	***	Recommended Accessories/Options	***				
	8.916-989.0	REMOTE BOX	1	$553.00	0	$	$553.00
	8.750-486.0	100' PIVOT REEL (HOSE NOT INCLUDED)	2	$698.60	0	$	$1,397.20
	8.925-166.0	100' HOSE	2	$320.60	0	$	$641.20
	8.919-437.0	WALL MOUNT BRACKET	1	$78.40	0	$	$78.40
	WND ASSY	WAND ASSEBLY: GUN, WAND, Q CPL	1	$138.00	0	$	$138.00
		INSTALL LABOR BILLED SEPERATELY @ $135hr			0	$	[illegible]

Sub-Total	$13,897.80
Shipping & Handling	$0.00
Taxes 6.0%	$833.87
TOTAL	$14,731.67

THIS QUOTE IS VALID FOR THIRTY (30) DAYS

Terms & Conditions: All orders are subject to approval and acceptance by said Hotsy dealer and shall be subject to the terms and conditions herein contained, and to no others whatsoever unless altered or modified by said Hotsy dealer in writing. Said Hotsy dealer shall be excused for any delay due to strikes, accidents, war, fires, Acts of God, or any other causes beyond our control. Promises of delivery are based on our expectations, and does not guarantee to accomplish shipment on the dates or estimated time period mentioned. Orders cannot be canceled, specifications changed, or good returned without written permission. Goods permitted to be returned are subject to restocking and freight charges.

Note: Installation is not included in unit price.

TO ACCEPT THIS QUOTATION, PLEASE SIGN & DATE HERE: ______________________________

Nothing Cleans Like a Hotsy!

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS

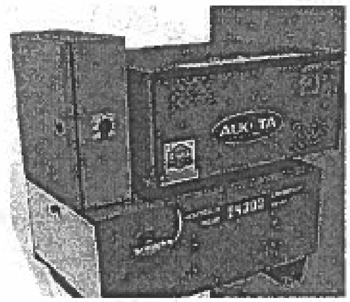
American Pressure Inc.

Dedicated to solving your cleaning problems since 1976

3810 West Broadway
Robbinsdale, MN 55422
www.americanpressureinc.com
Phone: 763-521-4442
Fax: 763-521-4447
Prepared by: Jonathan Confeld

QUOTE

DATE 4/28/2025



CUSTOMER

City of Southgate
Jason Kujat/734-216-5639
jkujat@southgatemi.gov

DESCRIPTION		AMOUNT
Alkota 4308 All-Electric Hot Water Pressure Washer (14-16 week lead time)		12,995.00
· 3.5GPM @ 3000PSI		
· Impact Force = 10.08 lbs		
· Certified to ETL safety standards UL 1776		
· Belt driven pump		
· Dimensions-34L"x24W"x37H", 530lbs		
· 230V 3 PH power, drawing 140 amps		
· 95° temp rise, with 50° ambient water = 145° outlet temp for normal spraying		
· Includes wand, trigger gun, nozzles, 50' hose		
Remote Box Options:		
Wired Remote Box Remote Control OFF/ON PUMP & BURNER X2	$425.00	850
Freight (Depends on delivery address and parts purchased)	$400-$750	600
Smart Timer-(Auto On/Auto Off 30 sec. time delay w/ adj. lockout timer)	$650.00	650
Optional Items:		
100' pivoting hose reel X2	$439.00	878
Wall mount bracket for above hose reel X2	$54.95	109
100' two wire braid hose for hose reel X2	$226.00	452
75' two wire braid hose as jumper hose from machine to hose reel	$179.95	179
48" stand to get machine off the ground and protect it	$615.00	615
Scaltrol-to prevent scale buildup-100,000 gallon	$384.00	384
Problems solved by this solution		
· Stationary unit makes using pressure washer easy by just turning on a switch with no need to refuel		
· No venting out needed, just connect water and electrical and ready to go		
Prices do not include installation-installation to be done by local contractor or customer, but we can answer questions as needed remotely		
		4717

Subtotal	12,995.00
Shipping	
TOTAL	$ 12,995.00

TERMS AND CONDITIONS

1. Payment will be due prior to delivery of service and goods unless customer has approved open account
2. Please email back the signed price quote

Customer Acceptance (sign below):

x ______________________________

Print Name:

Need Financing?
Calculate your
payments here!

$17,72

Thank You For Your Business!

Atomic Cleaning Systems, L.L.C.
Farmington Hills, MI 48336
Phone: (248) 615-4400
Fax : (248) 615-4401

Name / Address

CITY OF SOUTHGATE
14719 SCHAFER CT
SOUTHGATE MI 48195

Ship To

CITY OF SOUTHGATE
14719 SCHAFER CT
SOUTHGATE, MI 48195
JASON 734-778-2683

Quotation

Date 4/30/2025

Estimate # Q2025-111

Qty	Item	Description	Cost Each	Total
1	LANDA UNITS - NON INV	VHG4-3000 B NATURAL GAS HOT WATER PRESSURE WASHER 230 VOLT 3 PHASE 25 AMPS 3000 PSI @ 4 GPM # 1109-2390 WITH 50 ' HOSE , WAND , GUN , AND NOZZLES 7 YEAR LIMITED WARRANTY 1 YEAR LABOR WARRANTY	9,750.00	9,750.00T
2	L 89251640	HOSE, 3/8"X100' 1W 4000PSI	245.03	490.06T
-1	L 89251550	HOSE, 3/8"X50' 1W 4000PSI - CREDIT	~~-132.68~~	~~-132.68T~~
2	L 87504770	100' NON-PIVOT HOSE REEL	400.00	800.00T
1	L 87512340	WASH GUN 5000 PSI 10.5 GPM 3/8 X 1/4	63.13	63.13T X 2
1	L 87112930	ZINC PLATED VP WAND	104.00	104.00T (2)
1	LANDA PARTS - NON INV	L 8924-8150 REMOTE	500.00	500.00T
1	L 87177280	DRAFT DIVERTER 8"	170.00	170.00T

Subtotal	$11,744.51
Sales Tax (6.0%)	$704.67
Total	$12,449.18

Terms N. O. R.

Account Manager: Eric Thompson

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

June 13, 2025

To the Honorable
City Council
Southgate, Michigan 48195

Re: Recommendation to Approve Purchase of John Deere Sub-Compact Utility Tractor
(Waiver of Bid)

Ladies and Gentlemen:

I have reviewed the above and concur with the DPS Director to waive the bid procedure and approve the purchase of a John Deere Sub-Compact Utility Tractor from Hutson Inc. (South Lyon, MI) in the amount of $34,883.62 under the Sourcewell Contract #112624-DAC.

Funds are available in Water / Sewer Fund.

Your favorable consideration of this matter is appreciated.

Sincerely,

Joseph G. Kuspa
Mayor

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

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

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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: June 12, 2025

RE: Recommendation to Waive Bid Process and Approve Purchase of John Deere Sub-Compact Utility Tractor **(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 the purchase of a John Deere Sub-Compact Utility Tractor from Hutson, Inc. (South Lyon MI) in the amount of $34,883.62, under the Sourcewell Contract #112624-DAC. Sourcewell is a national purchasing cooperative that solicits bids and requests for proposals on behalf of state and local governments.

Funds are available in the Water / Sewer Fund for this purchase.

Proposed Motion

Waive the city bid process and approve the purchase of a John Deere Sub-Compact Utility Tractor from Hutson, Inc. in the amount of $34,883.62, under the Sourcewell Contract #112624-DAC.

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

From the Desk of:
Kevin Anderson
Director, D.P.S.
June 12, 2025

To: **Doug Drysdale,**
Finance Director

Re: **John Deere Sub-Compact Utility Tractor**

The DPS is need of a new John Deere Sub-Compact Utility Tractor. Attached is the Michigan State Bid Quote from Hutson, Inc. a John Deere dealer in the amount of $34,883.62. I find Hutson, Inc. a John Deere dealer to be the best choice, based upon the following:

- They meet the bid specifications
- They are the Michigan State Bid

Therefore, I recommend that the bid is awarded to:

Hutson, Inc. **John Deere Dealer** **20801 Pontiac Trail** **South Lyon, MI 48178** **Phone: 248-437-2091** **Email: cvalade@hutsoninc.com**

If you have any questions, please contact me.

KA/sb

Bid Tabulation Enclosed

SNOW BLOWER / PLOW / GRASS CUTTER

JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- [ ] Vendor: Deere & Company
  2000 John Deere Run
  Cary, NC 27513
- [ ] Signature on all LOIs and POs with a signature line
- [ ] Contract name or number; or JD Quote ID
- [ ] Sold to street address
- [ ] Ship to street address (no PO box)
- [ ] Bill to contact name and phone number
- [ ] Bill to address
- [ ] Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate
- [ ] Membership number if required by the contract

For any questions, please contact:

Cameron Valade

Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178

Tel: 248-437-2091
Fax: 248-437-2140
Email: cvalade@hutsoninc.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

JOHN DEERE
IS STATE BID

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):	ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53	Hutson, Inc. 20801 Pontiac Trail South Lyon, MI 48178 248-437-2091 contactus@hutsoninc.com

Quote Summary

Prepared For:
Jason Kujat
CITY OF SOUTHGATE
Jason Kujat
14719 SCHAFER CT
SOUTHGATE, MI 48195
Business: 734-258-3077
JKUJAT@SOUTHGATEMI.GOV

Delivering Dealer:
Hutson, Inc.
Cameron Valade
20801 Pontiac Trail
South Lyon, MI 48178
Phone: 248-437-2091
cvalade@hutsoninc.com

Quote ID:	32653535
Created On:	14 April 2025
Last Modified On:	14 April 2025
Expiration Date:	27 April 2025

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 1025R Sub-Compact Utility Tractor (18 PTO hp)	$ 33,014.00	$ 27,071.48	X	1	=	$ 27,071.48
Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)						
Price Effective Date: April 13, 2025						
JOHN DEERE 47-in. (119-cm) Quick-Hitch Snow Blower	$ 5,049.00	$ 4,140.18	X	1	=	$ 4,140.18
Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)						
Price Effective Date: April 13, 2025						
JOHN DEERE 60D AutoConnect™ 7-Iron Mid-Mount Side Discharge Mower (1023E, 1025R and 2025R)	$ 3,587.00	$ 2,941.34	X	1	=	$ 2,941.34
Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)						
Price Effective Date: April 13, 2025						
Frontier AS10F - 48 in. Snow Push	$ 891.00	$ 730.62	X	1	=	$ 730.62
Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)						
Price Effective Date: April 13, 2025						
Equipment Total						**$ 34,883.62**

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):	ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53	Hutson, Inc. 20801 Pontiac Trail South Lyon, MI 48178 248-437-2091 contactus@hutsoninc.com

Equipment Total	$ 34,883.62
Trade In	
SubTotal	**$ 34,883.62**
Est. Service Agreement Tax	$ 0.00
Total	$ 34,883.62
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 34,883.62**

Salesperson : X ____________ **Accepted By : X** ____________

Confidential

JOHN DEERE

Selling Equipment

Quote Id: 32653535 **Customer Name:** CITY OF SOUTHGATE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
contactus@hutsoninc.com

JOHN DEERE 1025R Sub-Compact Utility Tractor (18 PTO hp)

Hours:
Stock Number:
Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)
Price Effective Date: April 13, 2025

Suggested List *
$ 33,014.00
Selling Price *
$ 27,071.48

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0280LV	1025R Sub-Compact Utility Tractor (18 PTO hp)	1	$ 18,764.00	18.00	$ 3,377.52	$ 15,386.48	$ 15,386.48
	Standard Options - Per Unit						
0202	United States	1	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
0409	English Operator's Manual	1	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
1710	Factory Installed Loader with Single Point Hydraulic Coupler and Bucket	1	$ 5,869.00	18.00	$ 1,056.42	$ 4,812.58	$ 4,812.58
2053	Cab - Heat Only	1	$ 8,008.00	18.00	$ 1,441.44	$ 6,566.56	$ 6,566.56
3749	Less Backhoe	1	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
4060	iMatch™ Quick Hitch Category 1	1	$ 373.00	18.00	$ 67.14	$ 305.86	$ 305.86
5207	26x12-12 (4PR, R4 Industial, 1 Position	1	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
6207	18x8.50-10 (4PR, R4 Industrial, 1 Position)	1	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 14,250.00**		**$ 2,565.00**	**$ 11,685.00**	**$ 11,685.00**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 33,014.00**		**$ 5,942.52**	**$ 27,071.48**	**$ 27,071.48**

JOHN DEERE 47-in. (119-cm) Quick-Hitch Snow Blower

JOHN DEERE

Selling Equipment

Quote Id: 32653535 **Customer Name:** CITY OF SOUTHGATE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
contactus@hutsoninc.com

Equipment Notes:
Hours:
Stock Number:
Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)
Price Effective Date: April 13, 2025

Suggested List *
$ 5,049.00
Selling Price *
$ 4,140.18

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1475M	47-in. (119-cm) Quick-Hitch Snow Blower	1	$ 2,900.00	18.00	$ 522.00	$ 2,378.00	$ 2,378.00
	Standard Options - Per Unit						
001A	US/Canada	1	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
6840	Snow blower upstop and drive shaft	1	$ 485.00	18.00	$ 87.30	$ 397.70	$ 397.70
6887	2000-rpm front PTO	1	$ 500.00	18.00	$ 90.00	$ 410.00	$ 410.00
6952	Front quick-hitch	1	$ 1,164.00	18.00	$ 209.52	$ 954.48	$ 954.48
	Standard Options Total		**$ 2,149.00**		**$ 386.82**	**$ 1,762.18**	**$ 1,762.18**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 5,049.00**		**$ 908.82**	**$ 4,140.18**	**$ 4,140.18**

JOHN DEERE 60D AutoConnect™ 7-Iron Mid-Mount Side Discharge Mower

Equipment Notes:
Hours:
Stock Number:
Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)
Price Effective Date: April 13, 2025

Suggested List *
$ 3,587.00
Selling Price *
$ 2,941.34

* Price per item - includes Fees and Non-contract items

JOHN DEERE

Selling Equipment

Quote Id: 32653535 **Customer Name:** CITY OF SOUTHGATE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Hutson, Inc.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
contactus@hutsoninc.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
701CLV	60D AutoConnect™ 7-Iron Mid-Mount Side Discharge Mower (1023E, 1025R and 2025R)	1	$ 2,616.00	18.00	$ 470.88	$ 2,145.12	$ 2,145.12
	Standard Options - Per Unit						
0202	United States	1	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
0409	English	1	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
1104	Attaching Parts (Mechanical Mower Lift)	1	$ 971.00	18.00	$ 174.78	$ 796.22	$ 796.22
	Standard Options Total		**$ 971.00**		**$ 174.78**	**$ 796.22**	**$ 796.22**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 3,587.00**		**$ 645.66**	**$ 2,941.34**	**$ 2,941.34**

Frontier AS10F - 48 in. Snow Push

Equipment Notes:
Hours:
Stock Number:
Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)
Price Effective Date: April 13, 2025

Suggested List *
$ 891.00
Selling Price *
$ 730.62

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2411XF	AS10F - 48 in. Snow Push	1	$ 891.00	18.00	$ 160.38	$ 730.62	$ 730.62
	Standard Options - Per Unit						
0202	United States	1	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
0409	English Operator's Manual and Decal Kit	1	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 0.00**		**$ 0.00**	**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 891.00**		**$ 160.38**	**$ 730.62**	**$ 730.62**

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

June 13, 2025

To the Honorable
City Council
Southgate, Michigan 48195

Re: Recommendation to Approve Purchase of High-End Computer for Mobile Device Data Extraction **(Waiver of Bid)**

Ladies and Gentlemen:

I have reviewed the above and concur with the Director of Information Technology to waive the bid procedure and approve the purchase of a Dell computer for mobile device data extraction from CDW-G (Chicago, IL) in the amount of $6,755.78 under MI-Deal Extended Purchasing Program.

Funds are available in Federal Forfeiture Fund

Your favorable consideration of this matter is appreciated.

Sincerely,

Joseph G. Kuspa
Mayor

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

JOSEPH G. KUSPA
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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: June 12, 2025

RE: Recommendation to Waive Bid Process and Approve Purchase of High-End Computer for Mobile Device Data Extraction

I have reviewed the above item with the Director of Information Technology and concur with his recommendation to waive the bid process and approve the purchase of a high-end Dell computer for mobile device data extraction from CDW-G (Chicago IL) in the amount of $6,755.78.

Purchase of this piece of equipment falls under the State of Michigan MiDEAL Extended Purchasing Program, which allows Michigan cities to buy equipment from state-bid contracts.

Federal forfeiture funds will be used for this purchase.

Proposed Motion

Waive the bid process and approve the purchase of a high-end Dell computer from CDW-G in the amount of $6,755.78.

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

City Of Southgate

Department of Information Technology

14710 Reaume Parkway
Southgate, MI 48195
734.284.3800

Director of Information Technology & Cyber Security
Jason Rucker

To: City Administrator and Finance Director
CC: Public Safety Director
From: Director Jason Rucker
Subject: Bid Waiver for High-End Computer Purchase for Mobile Device Data Extraction

---

Greetings,

This request is to waive the standard bidding process and authorize the direct purchase of a high-end computer specifically tailored for mobile device data extraction and analysis, per CellBrite's hardware recommendations.

The current forensic workstation is outdated and underpowered, regularly causing delays in time-sensitive police investigations. Due to performance limitations, detectives are frequently forced to leave the city and utilize equipment at neighboring agencies to complete mobile forensic data extractions. This not only delays investigations but also increases dependency on outside resources and decreases operational efficiency.

The requested system meets or exceeds CellBrite's minimum and recommended specifications for processing, memory, and GPU capability to ensure full compatibility with current and future versions of CellBrite software. Investing in this equipment will directly enhance investigative capabilities, support public safety operations, and reduce reliance on external agencies.

I would like to award this to CDW-G (CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515) via the Mi-Deal pricing agreement in the amount of $6,755.78.

Per Public Safety Director Joe Marsh, the purchase can be charged to:
GL# 262-301-781-000

There are ample funds available within this line item to cover the full cost of the purchase.

Much appreciated,

Jason Rucker

Director of Information Technology

Thank you for choosing CDW. We have received your quote.

Hardware | Software | Services | IT Solutions | Brands | Research Hub

QUOTE CONFIRMATION

JASON RUCKER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PLQX268	6/4/2025	PLQX268	6532143	$6,755.78

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
DELL CTO PMT2 U9-285K 512/128 W11P Mfg. Part#: 3000190843408 Contract: Michigan Master Computing-MiDEAL (071B6600110)	1	8402183	$6,755.78	$6,755.78

SUBTOTAL	$6,755.78
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	$6,755.78

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF SOUTHGATE JASON RUCKER 14400 DIX TOLEDO RD SOUTHGATE, MI 48195-2598 **Phone:** (734) 258-3049 **Payment Terms:** Net 30 Days-Govt State/Local	**Shipping Address:** CITY OF SOUTHGATE 14710 REAUME PARKWAY SOUTHGATE, MI 48195-2598 **Shipping Method:** DROP SHIP-GROUND

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Sales Contact Info

Haris Imamovic | 800.808.4239 | haris.imamovic@cdwg.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$6,755.78	**$195.99/Month**	**$6,755.78**	**$223.48/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

• Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?

My Account | Support | Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

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Recommended Spec.	
CPU Line	i7 K Variant
CPU Generation	Gen. 10
RAM Size	64 GB
RAM Type	DDR4
RAM Speed	3200 MHz
Disk Drives	2x NVMe Drives (3000MB/s or Above)
Disk Purpose & Size	1 Drive for OS PA Install Evidence (1 TB or Above) 1 Drive for PG Data (500 GB or Above)
Operating System	Windows 11
GPU Cores	3500 CUDA Cores or Above
Recommended GPU	NVIDIA RTX A4000 (16 GB)

The high performance and scale specifications will enable you to achieve optimal results.

High Performance and Scale	
CPU Line	i9 K Variant
CPU Generation	Gen. 12 or Above
RAM Size	128 GB or Above
RAM Type	DDR4
RAM Speed	3200 MHz or Above
Disk Drives	3x NVMe Drives with PCIe (5000 MB/s or Above)

High Performance and Scale	
Disk Purpose & Size	1 Drive for OS, PA Install (500 GB or Above) 1 Drive for Evidence (2 TB or Above) 1 Drive for PG Data (1 TB or Above)
Operating System	Windows 11
GPU Cores	3500 CUDA Cores or Above
Recommended GPU	NVIDIA RTX A4000 (16 GB)

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer

City of Southgate

- CITY COUNCIL -

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PHILLIP J. RAUCH
PRISCILLA AYRES-REISS
ED GAWLIK JR.
VICTORIA ARAJ

June 13, 2025

To the Honorable
City Council
Southgate, Michigan 48195

Re: Recommendation to Approve Purchase of Body Worn Cameras **(Waiver of Bid)**

Ladies and Gentlemen:

I have reviewed the above and concur with the Director of Public Safety's recommendation to waive the bid procedure and approve the five year agreement for the purchase of new body worn cameras to Axon Enterprise, Inc (Scottsdale, AZ) in the total amount of $281,400.29.

Funds are available in the Police Department budget in the General Fund.

Your favorable consideration of this matter is appreciated.

Sincerely,

Joseph G. Kuspa
Mayor

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

MEMORANDUM

TO: Honorable Mayor and City Council

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

DATE: June 12, 2025

RE: Recommendation to Approve Purchase of Body Worn Cameras **(WAIVER OF BID)**

I have reviewed the above with the Director of Public Safety and concur with his recommendation to waive the bid process and approve the 5-year agreement for the purchase of new body worn cameras to Axon Enterprise, Inc. (Scottsdale AZ) in the total amount of $281,400.29.

Funds are available in the Police Dept budget within the General Fund.

Proposed Motion
Waive the bidding process and approve a 5-year agreement with Axon Enterprise, Inc. for the purchase of body worn cameras in the total amount of $281,400.29.

DIRECTOR
OF PUBLIC SAFETY
JOSEPH L. MARSH

CHIEF
MARK A. MYDLARZ

ADMINISTRATION
(734) 258-3052

FAX: (734) 284-0540

City of Southgate

Police Department

14710 REAUME PARKWAY
CIVIC CENTER
SOUTHGATE, MICHIGAN 48195
(734) 258-3080

INVESTIGATIVE
BUREAU
(734) 258-3054

ORDINANCE
OFFICER
(734) 258-3036

FAX: (734) 246-1381

To: Honorable Mayor Kuspa

From: Joe Marsh, Director of Public Safety

Re: **Request for Waiver of bid/Purchase Contract Renewal**

Date: June 12th, 2025

Dear Mayor,

In 2020, the City Council approved for the police department to purchase Body Worn Camera's (BWC) for all sworn police officers. BWCs are intended to increase transparency, improve police encounters, enhance evidence pertaining to an officer encounter, and provide opportunities for improvement through officer training. The approval granted a 5-year contract and the purchase of our cameras and video storage to Axon Enterprises Inc., which is located at 17800 N. 85th St, Scottsdale, Arizona 85255.

Axon is also currently a vendor with whom we purchase our Taser equipment, and the provider of our in-car dash cameras. We have had a great working relationship with them and the services they provide our department. The original 5-year contract that we entered for The BWC program totaled $212,929.70. That contract is expiring and we are requesting to renew our contract with Axon for our body worn cameras. This new contract would provide us with 42 BWC's that would provide coverage for all department sworn officers. Additionally, the contract provides for data storage, an auto-tagging feature, charging stations, camera mounts, Evidence.com licensing, and a Technical Assurance Warranty Plan for all of the BWC's. The Assurance Plan would provide us with no cost replacement cameras at any time if a BWC is damaged or not functioning properly. Additionally, the Assurance Plan would provide for a replacement of our BWC's at both 2 ½ and 5 years in the program. Axon has provided us with a renewal quote for a new 5-year contract in the amount of $281,400.29. This renewal contract would begin in August of 2025 and run through August of 2029.

It is my recommendation that we purchase BWC's from Axon Enterprises Inc in the amount of $281,400.29. This contract will require annual payments throughout the contract and those costs will be accounted for in our annual department budget. With your concurrence, I respectfully request this item be placed on the City Council's agenda for the meeting scheduled on June 18th, 2025 for the purposes of a waiver of bid request and purchase approval.

Sincerely,

Joseph L. Marsh
Director of Public Safety

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

Non-Binding Budgetary Estimate

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-672149-45820KT

Issued: 06/12/2025

Quote Expiration: 05/31/2025

Estimated Contract Start Date: 09/01/2025

Account Number: 110198

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO

Southgate Police Dept. - MI
14710 Reaume Parkway Civic Cir
Southgate,
MI
48195-2503
USA

BILL TO

Southgate Police Dept. - MI
14710 Reaume Parkway Civic Cir
Southgate
MI
48195-2503
USA
Email:

SALES REPRESENTATIVE

Kenny Thomas
Phone: (517) 673-1331
Email: kethomas@axon.com
Fax:

PRIMARY CONTACT

Joseph Marsh
Phone:
Email: jmarsh@southgatemi.gov
Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$281,400.29
ESTIMATED TOTAL W/ TAX	$281,400.29

Discount Summary

Average Savings Per Year	$25,445.15
TOTAL SAVINGS	$127,225.77

Non-Binding Budgetary Estimate

Payment Summary

Date	Subtotal	Tax	Total
Aug 2025	$22,866.13	$0.00	$22,866.13
Aug 2026	$64,633.54	$0.00	$64,633.54
Aug 2027	$64,633.54	$0.00	$64,633.54
Aug 2028	$64,633.54	$0.00	$64,633.54
Aug 2029	$64,633.54	$0.00	$64,633.54
Total	$281,400.29	$0.00	$281,400.29

Non-Binding Budgetary Estimate

Quote Unbundled Price:	$408,624.70
Quote List Price:	$333,226.30
Quote Subtotal:	$281,400.29

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			$1.00	($5,859.91)	($5,859.91)	$0.00	($5,859.91)
BWCUwTAP	BWC Unlimited with TAP	42	60	$129.58	$99.66	$99.66	$251,143.20	$0.00	$251,143.20
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	5			$1,638.90	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	42			$899.00	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
73618	AXON COMMUNITY REQUEST	42	60		$10.85	$10.85	$27,342.00	$0.00	$27,342.00
ProLicense	Pro License Bundle	3	60		$48.82	$48.75	$8,775.00	$0.00	$8,775.00
Total							$281,400.29	$0.00	$281,400.29

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXCN BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	42	1	08/01/2025
AB4 Camera Bundle	100147	AXCN BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	08/01/2025
AB4 Camera Bundle	100466	AXCN BODY 4 - CABLE - USB-C TO USB-C	47	1	08/01/2025
AB4 Camera Bundle	100775	AXCN BODY 4 - MAGNETIC DISCONNECT CABLE	47	1	08/01/2025
AB4 Camera Bundle	74028	AXCN BODY - MOUNT - WING CLIP RAPIDLOCK	47	1	08/01/2025
AB4 Multi Bay Dock Bundle	100206	AXCN BODY 4 - 8 BAY DOCK	5	1	08/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5	1	08/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5	1	08/01/2025
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	43	1	02/01/2028
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	6	1	02/01/2028
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	43	1	08/01/2030
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	6	1	08/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	42	08/01/2025	08/31/2030
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	42	09/01/2025	08/31/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	9	09/01/2025	08/31/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	3	09/01/2025	08/31/2030
A la Carte	73618	AXON COMMUNITY REQUEST	42	09/01/2025	08/31/2030

Non-Binding Budgetary Estimate

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	42	08/01/2026	08/31/2030
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	1	08/01/2026	08/31/2030
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	6	08/01/2026	08/31/2030

Non-Binding Budgetary Estimate

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	14710 Reaume Parkway Civic Ctr	Southgate	MI	48195-2503	USA

Payment Details

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73618	AXON COMMUNITY REQUEST	42	$2,734.20	$0.00	$2,734.20
Year 1	BWCUwTAP	BWC Unlimited with TAP	42	$25,114.34	$0.00	$25,114.34
Year 1	H00001	AB4 Camera Bundle	42	$0.00	$0.00	$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	5	$0.00	$0.00	$0.00
Year 1	ProLicense	Pro License Bundle	3	$877.50	$0.00	$877.50
Invoice Upon Fulfillment	100563	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($5,859.91)	$0.00	($5,859.91)
Total				$22,866.13	$0.00	$22,866.13

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73618	AXON COMMUNITY RECUEST	42	$6,151.95	$0.00	$6,151.95
Year 2	BWCUwTAP	BWC Unlimited with TAP	42	$56,507.21	$0.00	$56,507.21
Year 2	H00001	AB4 Camera Bundle	42	$0.00	$0.00	$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	5	$0.00	$0.00	$0.00
Year 2	ProLicense	Pro License Bundle	3	$1,974.38	$0.00	$1,974.38
Total				$64,633.54	$0.00	$64,633.54

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73618	AXON COMMUNITY REQUEST	42	$6,151.95	$0.00	$6,151.95
Year 3	BWCUwTAP	BWC Unlimited with TAP	42	$56,507.21	$0.00	$56,507.21
Year 3	H00001	AB4 Camera Bundle	42	$0.00	$0.00	$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	5	$0.00	$0.00	$0.00
Year 3	ProLicense	Pro License Bundle	3	$1,974.38	$0.00	$1,974.38
Total				$64,633.54	$0.00	$64,633.54

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73618	AXON COMMUNITY REQUEST	42	$6,151.95	$0.00	$6,151.95
Year 4	BWCUwTAP	BWC Unlimited with TAP	42	$56,507.21	$0.00	$56,507.21
Year 4	H00001	AB4 Camera Bundle	42	$0.00	$0.00	$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	5	$0.00	$0.00	$0.00
Year 4	ProLicense	Pro License Bundle	3	$1,974.38	$0.00	$1,974.38
Total				$64,633.54	$0.00	$64,633.54

Aug 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73618	AXON COMMUNITY REQUEST	42	$6,151.95	$0.00	$6,151.95

Non-Binding Budgetary Estimate

Aug 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	BWCUwTAP	BWC Unlimited with TAP	42	$56,507.21	$0.00	$56,507.21
Year 5	H00001	AB4 Camera Bundle	42	$0.00	$0.00	$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	5	$0.00	$0.00	$0.00
Year 5	ProLicense	Pro License Bundle	3	$1,974.38	$0.00	$1,974.38
Total				$64,633.54	$0.00	$64,633.54

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-309377, Q-484924, Q-652730

Agency is terminating those contracts effective 10/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -$5,859.91

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-652730 - Pending - 2/15/2025 - $165.00

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

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: June 13, 2025

Re: Street Improvement Millage Renewal Resolution

Please review the attached resolution authorizing the proposed proposition regarding the City of Southgate Street Improvement Millage. With adoption of this resolution the language will appear on the November 4, 2025 General Election Ballot.

Your favorable consideration to this matter is greatly appreciated.

Proposed Motion: *To adopt a resolution to allow the proposed City of Southgate Street Improvement Millage renewal wording to appear on the November 4, 2025 General Election Ballot.*

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

CITY OF SOUTHGATE
RESOLUTION

RESOLVED that the Southgate City Council adopts the following resolution authorizing the proposed proposition regarding City of Southgate Street Improvement Millage appear on the November 4, 2025 General Election Ballot:

WHEREAS, the City of Southgate Council deems it necessary for the safety and welfare of the people of the City of Southgate that it continues its program of repairing and upgrading certain public streets and highways of the City, and that the costs of part thereof, be defrayed by a five (5) year extension of the 2 mill levy adjusted to 1.8856 mills for the Constitutional requirements of Headlee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Southgate, being the legislative body of the City of Southgate, hereby determines to submit to the qualified electors of the City of Southgate, at the regular election of November 4, 2025, a millage renewal proposition to authorize a renewal of the 2 mill levy for a period of five (5) years, commencing December 1, 2025 for the sole purpose of reconstruction, resurfacing, repairing or otherwise improving City streets.

BE IT FURTHER RESOLVED that the millage renewal proposition shall read as follows:

CITY OF SOUTHGATE STREET IMPROVEMENT MILLAGE

"Shall the City of Southgate be authorized to renew the 2 mill levy for the construction, reconstruction, resurfacing, repairing and otherwise improving City streets for an additional period of five (5) years beginning December 1, 2025, at an effective rate of 1.8856 mills, which will generate an estimated $1,815,086 in the first year of its levy";

BE IT FURTHER RESOLVED, that said proposal will be printed on the ballot for the November 4, 2025 City of Southgate Regular Election;

BE IT FURTHER RESOLVED, that before submission of said proposal to the voters of the City of Southgate, such proposal shall be published, in full, as part of the official proceedings of the City of Southgate in a newspaper of general circulation within the City.

BE IT FURTHER RESOLVED that said proposal shall be posted, in full, in a conspicuous place at each polling location on November 4, 2025, the date set for the City of Southgate Regular Election.

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

June 13, 2025

To the Honorable
City Council
Southgate, Michigan 48195

Re: Recommendation to Approve Contract for Fire Hose Testing **(Waiver of Bid)**

Ladies and Gentlemen:

I have reviewed the above and concur with the Fire Chief's recommendation to waive the bid procedure and approve a contract with FireCatt Precision Service Testing (Troy, MI) for the annual testing of the fire hose inventory at a not-to-exceed amount of $6,500.

Funds are available in the Fire Department budget in the General Fund.

Your favorable consideration of this matter is appreciated.

Sincerely,

Joseph G. Kuspa
Mayor

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

MEMORANDUM

TO: Honorable Mayor and City Council

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

DATE: June 13, 2025

RE: Recommendation to Approve Contract for Fire Hose Testing **(WAIVER OF BID)**

I have reviewed the above with the Fire Chief and concur with his recommendation to waive the bid process and approve a contract with FireCatt Precision Service Testing (Troy MI) for the annual testing of the fire hose inventory at a not-to-exceed amount of $6,500.00.

Funds are available in the Fire Dept budget in the General Fund.

Proposed Motion

Waive the bidding process and approve a contract with FireCatt Precision Service Testing for fire hose testing in an amount not-to-exceed $6,500.00.

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

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

From: Fire Chief Justin Graves

Re: Request for Waiver of bid

Date: 6/6/2025

Dear Mayor,

I am writing to formally request a bid waiver to contract FireCatt for the annual testing of our department's fire hose inventory, including approximately 6,000 feet of new hose delivered earlier this year.

FireCatt is a highly specialized vendor with extensive experience in NFPA-compliant fire hose testing. Their services are essential to ensuring our equipment remains safe, functional, and compliant with required standards. Due to the niche nature of this work, there are very few qualified providers, and our attempt to obtain a competitive quote from another vendor was unsuccessful.

This year, the department's hose inventory has increased significantly, and we are now responsible for testing a larger volume than in previous years. Compounding this, our hose testing machine is currently out of service and in need of repair, which further limits our ability to complete this work internally. In addition, the department is experiencing staffing shortages, and our current personnel are already working significant overtime to maintain essential services.

We are requesting approval to waive the competitive bidding process and move forward with contracting FireCatt for these services. The total cost of the project will not exceed $6,500. There are sufficient funds available in the fire department's budget, and this expense will be covered under the 2025–2026 fiscal year.

Sincerely,

Justin Graves

Justin Graves
Fire Chief

FIRE-CATT
PRECISION SERVICE TESTING
www.firecatt.com

3250 West Big Beaver Ste., 544 Troy, MI 48084 248-643-7200 Fax 248-643-4540

Service Test Agreement

Fire Department:	P.O. Number:	Annual Testing for Years:
Southgate Fire Department 14730 Reaume Parkway Southgate, MI 48195		2025
Fire Department Contact: Fire Chief Justin Graves	**Mobile/Emergency Contact Phone:** (734) 258-3070	**Email:** jgraves@southgatemi.gov

Test Season Requested: (circle)	Jan.-Mar.	April - June	July – Sept.	Oct. – Dec.

Estimated Hose Footage:	FireCatt Option:	Price Per Foot:	Total Cost:
12,350'	Option 1 All FireCatt Labor	$0.45	$5,557.50
Estimated Ground Ladder Footage:			
N/A	Ladders tested simultaneously with hose	N/A	N/A
Grand Total			$5,557.50

Terms: Due upon receipt, in the event payment is not made within 45 days, a service charge of 1% per month for all outstanding balances will be due FireCatt. 3-year pricing is guaranteed as long as it remains below 5% per year for the duration of this agreement. Pricing is based on Fire Departments estimate of footage, invoicing is based on actual feet tested. Hose report is documented on a departmental basis. Documentation on a per apparatus or station basis must be pre-arranged and subject to additional cost. Any specific city, county, state licenses, insurance riders/addendums, or other requirements that add cost to doing business with your municipality/institution could result in chargebacks, service fees, or a higher price charged for services rendered.
Minimum Charge- Fire Departments with under 5,200' of hose to test will be subject to a minimum charge of $2,288.00.

Fire Hose Testing Service Includes:

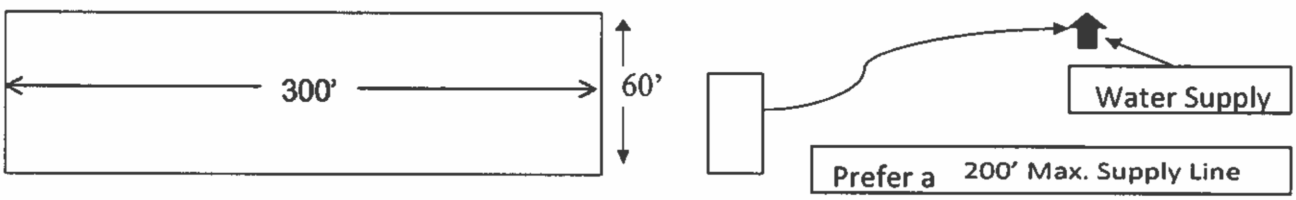
- Service pressure test per NFPA 1930 (Formally NFPA 1962) Standard latest edition, patented technology designed for safety, accuracy, and speed
- Identification number assigned to each length of hose using a FireCatt bar code label on each coupling and redundant marking on the hose jacket at each end
- Inspect-outer jacket, inner liner, coupling, and threads
- Inspect gaskets, replace as required
- Lubricate all couplings using fire hose manufacturer approved 100% silicone lubricant
- Lubricate all apparatus connection points using marine grade "Never Seize"
- Tag all defective hose, mark defect location on hose, remove from service
- Record all data accurately, provide testing report in hard copy, electronically that can dovetail into your existing software, and via internet access on our secure servers
- Unload and reload all hose to meet your specifications when FireCatt labor is provided

***Ground Ladder Testing Service Includes*:**

- Service Test per NFPA 1930 (Formally NFPA 1932) Standard latest edition, using digital load cell technology
- Identification number assigned to each ladder using a FireCatt bar code label
- Heat sensor label applied to each ladder if current label is out of date
- Report data as outlined above

Customer Requirements:

At FireCatt, our number one goal is **100% customer satisfaction** while providing the fastest, safest, and MOST accurate fire hose and ground ladder testing in the nation. Experience has shown us that annual service testing **REQUIRES** a **collaborative approach** to ensure a successful testing program! **Therefore, the customer responsibilities are as follows:**



1. **Test Site:** Provide a paved site (asphalt or concrete – grass or gravel are NOT acceptable) with minimum work envelope dimensions of 300' x 60'. The larger the test site the more efficient the test process. If the test site requires third party approval, the fire department must obtain this approval in advance of the test day.

NOTE: **Fire hose WILL get wet during hose testing!** The condition of the test site plays an influential role in keeping your hose as dry and clean as possible. Good drainage, clean surface, no potholes, no weeds are all important criteria that need to be considered. The condition of the test site plays an influential role in keeping your hose dry and clean. Good drainage, clean surface, no potholes, no weeds are all important criteria that need to be considered. Additionally, we do not recommend testing through the station bays 1) coated floors can become slippery, 2) station personnel tend to be too close to high pressure hose, 3) we cannot be responsible for damage to the station or floor.

SAFETY: NFPA 1930 (Formally NFPA 1962) is clear on safety, stating: "Because there is a potential for catastrophic failure during service
testing of fire hose, it is vital that safety precautions be taken to prevent exposure of anyone to this danger." It is the responsibility of the department to instruct their personnel to keep clear of the test area and not cross hose lines. during testing.

2. **Water Source**: Water for testing to be provided via fire hydrant. In those communities where fire hydrants are not available a standpipe or tender may be used. FireCatt requires a minimum of 35 psi from any water source. The Fire Department is required to operate their tender. Tenders need to be refilled as soon as each test cycle finishes.

3. **Rack/Spare fire hose**: The FireCatt test process begins with testing spare fire hose. The Fire Department must have all spare hose at the test site by 8:00 am, the first day of testing. Apparatus hose test to follow spare hose test, this way there is prequalified tested rack/spare hose ready to replace any apparatus hose that fails.

4. **Onsite Contact**: The Fire Department must provide an on-site single point of contact, please provide a name and cell phone number in advance of scheduling your test date. The contact person must have the authority for directing the department's responsibilities that include:
   a. Driving apparatus includes driving out and laying Large Diameter Hose. NOTE: FireCatt personnel will NOT drive fire department apparatus!
   b. FireCatt's Pre-Test survey with the FireCatt Team Leader so that all parties are on the same page regarding test day expectations.
   c. Insure the timely presentation of apparatus/hose for testing. The FireCatt/Fire Department cadence must match up to avoid down time. FireCatt would prefer to have the next apparatus for testing on-site 30 minutes prior to testing of that apparatus. This will ensure the most efficient test process.
   d. Providing apparatus re-load direction, reviewing, and signing off on each individual FireCatt Apparatus Doc Sheet indicating that FireCatt has re- loaded your apparatus correctly and there is no damage to your apparatus.

5. **Out of Service Apparatus:** It is the responsibility of the Fire Department to ensure all fire hose/Ground ladders are presented for testing. FireCatt's schedule **does not allow for returning to test out of service apparatus hose.**

6. **Tower Hose:** It is the responsibility of the Fire Department to remove/replace any hose from the tower. FireCatt employees are not insured to be in your hose tower.

7. **Fire Department Labor:** FireCatt Option 2 requires the Fire Department to re-load their apparatus. If Option 2 applies to your department, you must have the appropriate number of fire fighters engaged in the process to match the cadence of the FireCatt testing cycle.

8. **Special Couplings/Thread Adapters:** FireCatt's Mobile Test Lab is equipped with NH threads in sizes 1", 1.5", 2.5" and 4" & 5" Storz couplings. If your department is using any threads/couplings that differ from those FireCatt provides, **it is the fire department's responsibility to provide adapters.**

9. **Special Requests**Any special requests or "change orders" outside of the FireCatt quotation/agreement MUST be negotiated prior to the first day of testing. FireCatt employees follow the FireCatt SOG which ensures compliance to NFPA standards, please do not ask us to deviate from our SOG.

10. **Inclement Weather:** Any of the following beyond our control could result in a test day interruption or cancellation; lightning, non-stop rain/downpour, hail, temperature of 40 degrees or below.

11. **Cancellation, Delays, Unexpected Changes, and the *potential* for Additional Fees:**

    The following conditions affect the efficiency of the hose testing process and are ***subject*** to **additional fees**.

    - Last-minute cancellations.
    - Hose dropped off that is tangled requiring additional time to untangle.
    - Waiting on a water source including, having to move test site, or waiting on a tender to arrive with water.
    - Waiting for apparatus/hose to be presented for testing or not providing agreed upon number of apparatus/hoses per day.
    - Not providing adequate personnel when the fire department has elected to reload their hose.
    - Time consuming efforts on the part of FireCatt to keep hose dry.
    - Undersized or irregular shaped test sites that cause test process inefficiencies.
    - Any other issue that negatively impacts test day efficiency.

I have read and accept the terms of the agreement including customer responsibilities: Fire Catt, LLC will inspect, and service test all noted equipment in accordance with the standards of NFPA as set forth. It is expressly understood and agreed that Fire Catt shall not be deemed or held liable, obligated, or accountable upon or under any guarantees or warranties, express or implied, statutory, by operation of the law, or otherwise, relative to the use of any tested equipment immediately after the date of inspection. Furthermore, Fire Catt, will not be held liable, obligated, or accountable for any equipment that fails during the testing under specified conditions and pressures. Testing methods used may be protected under the United States Patent Number 8,554,497.

Authorized Signature: ______________________________ Date: ________________

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

ED GAWLIK JR.

VICTORIA ARAJ

June 13, 2025

To the Honorable
City Council
Southgate, Michigan 48195

Re: Recommendation to Approve Agreement for Water and Tax Bill Printing **(Waiver of Bid)**

Ladies and Gentlemen:

I have reviewed the above and concur with the Finance Director to waive the bid procedure and approve the proposed agreement for water and tax bill printing from Renkim Corporation (Southgate, MI) for a three-year term.

Funds are available in Water / Sewer Fund and the Treasurer's Department in the General fund for these services

Your favorable consideration of this matter is appreciated.

Sincerely,

Joseph G. Kuspa
Mayor

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

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer

City of Southgate
The Heart of Downriver
Est. 1958
Wayne County, Michigan

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: June 13, 2025

RE: Request to Approve Agreement for Water and Tax Bill Printing **(WAIVER OF BID)**

I have reviewed the proposed agreement from Renkim Corporation (Southgate MI) and recommend that the bidding process be waived and the agreement for water and tax bill printing be approved for a three-year term. Our current vendor has instituted a minimum monthly fee that currently exceeds our average monthly costs; Renkim has provided a lower minimum fee that falls below our monthly average. Other costs, including postage, are also at a lower rate.

Funds have been budgeted in the Water / Sewer Fund and the Treasurers Dept in the General Fund for these services.

Proposed Motion

Waive the city bid process and approve the master service agreement with Renkim Corporation for water and tax bill printing for a three-year term.

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

RENKIM
MASTER SERVICES AGREEMENT

The parties to this Master Services Agreement ("Agreement") are:

Renkim Corporation ("Renkim")
Address: 13333 Allen Road, Southgate, MI 48195

Client: City of Southgate
Address: 14400 Toledo Rd, Southgate MI, 48195

Renkim and Client agree to the terms and conditions of this Agreement, inclusive of the attached Standard Terms and, if applicable, Exhibit A – Business Associate Agreement.

The Commencement Date of this Agreement is ______________________.

Setup Fees and Processes: $6,000 (Conditionally Waived)

This includes 5 templates/eNotices, BS&A Software Interface, and Library setup.

Library setup requires 30 hours of programming and Template setup requires an estimated 10 hours of programming, for a total of 40 hours. The hourly rate is $150.00.

Additional Charges:
If Client either terminates this Agreement within 6 months of the Commencement Date or fails to provide a live production file within 6 months of the Commencement Date, then Client agrees that it shall pay to Renkim the "Setup Fee" without setoff or deduction. Furthermore, if Client provides a live production file within 6 months of the Commencement Date hereof, but then either terminates the Agreement within 12 months of the date it provides such live production file, or fails to provide any subsequent live production file, then Client shall pay to Renkim the "Setup Fee" reduced by 25% for each full 3 months that have elapsed between the date Client delivers a live production file and the date of termination, provided Client remains an active client of Renkim. Client acknowledges and agrees that "Setup Fee" is to account for Renkim's setup costs and shall not impact any of Client's other responsibilities.

Custom Programming: $150/hour

This is charged on items outside of the scope of Standard Letter Template Setup and Letter Changes. Custom programming is also charged on any programming work orders cancelled by client that resulted in work that was never used by client.

Renkim Services and Pricing

Renkim 360:	**Online PDF Archival**	**$0.005 per Communication**
	Monthly Storage Fee	**$50 per month**
	Setup Fee, Main Portal	**Waived**
	USPS MailTrack Data	**$50/month**

All Renkim Clients will be set up on Renkim 360 unless other arrangements are to be made.
All PDF requests for clients declining Renkim 360 are subject to a $50.00 per PDF charge.
Renkim can create daily PDFs for the client and the charge will be $0.005 per PDF.

Electronic Services:

Renkim Text (Short Code)

Global Messaging Plan/Onboarding **$1,500.00 (one-time fee)**
(White Glove Onboarding, Carrier Compliance/Guidance, and Initial Setup)

U.S. Short Code Messaging Fees

Monthly Volume	*Outbound, SMS*	*Outbound, MMS*
0 - 100k	$0.06	$0.08
100k - 250k	$0.05	$0.07
250k - 500k	$0.04	$0.06
500k - 2M	$0.03	$0.05
2M - 5M	$0.025	$0.045
5M+	$0.02	$0.04

Incoming SMS $0.01 per text

Short Code Fixed Fees:
Campaign Submission $650.00 one-time fee per campaign
Short Code Rental (Random) $500.00 pass-thru monthly fee from Carrier *(Subject to change from Carrier)*

Please note: Short Code Rental fee is charged as soon as the number is approved and registered by the carriers and will be passed through to the client at that time.

Renkim Email

eNotice (Personalized URL) $0.06 per email (outgoing)
eBlast (Embedded) and/or PDF Attachment $0.05 per email (outgoing)

HTML Email Template Creation $200 per template
Domain Monitoring $95/month

Pricing per Letter. First-Class Rate Postage as of 7/14/2024	
Letter Rate	
Letter with CRE	$0.146
Letter without CRE	$0.141
Self-Mailer	$0.14
Duplex Printing	$0.015 per page
8.5 x 14" Upcharge	$0.02 per page
Additional Printed Page	$0.075 Black and White
Color Printing Upcharge (per page charge)	$0.005 one color printing $0.02 full color printing
Color Paper – Remit Portion Only	$0.01 per page
Color Envelope Upcharge	Market Value
Multiple Page Mailing Package	
5-9 pages	$0.30 first page, $0.075 add'l page, postage at $0.563
10+ pages	$1.51 first page, $0.075 add'l page, postage at USPS rate
Postage	$0.563 per piece (as of 7/14/2024)
Foreign Postage	$1.90 per piece (as of 1/13/2025)
Certified Mail:	
Mail Piece	$0.391 per piece (includes cover page and enclosed letter [simplex or duplex] and special certified mail envelope)
$0.08 for additional page [simplex or duplex]	
Postage	$6.49 per package
Optional Postage Fees	$2.62 for electronic signature
$0.28 for each additional ounce over 1oz	
$4.10 for Green Card receipt	

Additional Pricing per Item:

CASS, DPV, LACS and Suite Link	Included in Letter Rate
NCOA	$0.01 per record
Vacant Address Search	$0.07 per hit
Address Element Correction	$0.05 per hit
WebRecon Litigious Debtor	Market
Address Change Service	$0.07 per hit
Bankruptcy & Deceased	$0.75 per hit
Renkim Return Mail	$0.05 per record
Non-Qualified Mail	$0.098 per mail piece
PDF Creation (No print/mail, email, or text by Renkim)	$0.035 per record
Minimum Monthly Charge (Should monthly record count result in billing of less than $1,000.00 in a given month)	$1,000.00
Reactivation Fee (Dormant from activity for 90 days or more)	$500.00
Stopped File Fee	$200 per file during data processing $500 once file reaches production floor
Files Under 100 Records	$50 per file

Renkim Provided Materials and Supplies

Standard Double Window Outer Envelope (#10)
8.5 x 11-inch white paper
Standard Consumer Return Envelope (#9)

Client:

Signature:______________________________

Print Name:______________________________

Title:______________________________

Date: ______________________________

Renkim Corporation:

Signature:______________________________

Print Name: Rob Augg

Title: Chief Revenue Officer

Date: ______________________________

RENKIM CORPORATION
MASTER SERVICES AGREEMENT
Standard Terms

1. Engagement of Renkim.
Client engages Renkim, and Renkim accepts such engagement, to provide the electronic print, mail and email delivery services of letters, notices and other types of communications requested by Client (each, a "Message") and the other services described under the Services section of this Agreement. Renkim shall perform the Services required under this Agreement in compliance in all material respects with applicable laws.

2. Term and Termination.
This Agreement is for a three-year term commencing on the Commencement Date and will be renewed for successive 3-year terms. This Agreement may be terminated (i) by either Party for any reason upon ninety (90) days' prior written notice and (ii) immediately by Renkim by written notice to Client if Client fails to timely pay when due any amount required to be paid under this Agreement. No early termination pursuant to this section shall relieve the parties of their respective obligations during the notice period nor relieve Client of its obligation to pay for services rendered hereunder and, if applicable, the set-up fee. In addition, if Client does not provide Renkim with a final production ready file within 180 days of the Commencement Date, then this Agreement shall automatically terminate.

3. Fees and Payment.
As compensation for Renkim's services, Client agrees to pay to Renkim all charges and fees in accordance with the Pricing Schedule set forth in the Agreement, plus all applicable federal, state, and local taxes. The pricing listed in the Pricing Schedule shall be subject to price increases based on increases in the cost to Renkim of paper, envelopes and other materials and supplies. Such price increases shall become effective 30 days following written notice of such price increase from Renkim to Client. Client shall have the right to review information that shows the increases in the cost to Renkim for such items. Renkim reserves the right to immediately increase the postage price for each Message if the price for postage charged to Renkim by USPS is increased. Renkim will provide Client with written notice of any such price increase. Renkim shall provide Client an invoice for its services monthly. The invoice will include all Message fees, postage and any additional charges incurred during the applicable time period. Payment of invoices is due from Client within 15 days of the date of invoice. Client's failure to timely pay all invoices when due, shall constitute a breach of the Agreement and a charge equal to the lesser of 1.5% per month or the highest rate permitted by law will be levied on all bills not paid by the due date.

If the Pricing Schedule indicates there is a "set-up" fee and if Client either terminates this Agreement within 6 months of the Commencement Date or fails to provide a live production file within 6 months of the Commencement Date, then Client agrees that it shall pay to Renkim the "Set-Up Fee" set forth in the Agreement without setoff or deduction. Furthermore, if Client provides a live production file within 6 months of the Commencement Date hereof, but then either terminates the Agreement within 12 months of the date it provides such live production file or fails to provide any subsequent live production file, then Client shall pay to Renkim the Set-Up Fee reduced by 25% for each full 3 month period that Client remains an active client of Renkim. Client acknowledges and agrees that Set-Up Fee is to account for Renkim's set up costs and shall not impact any of Client's other responsibilities, liabilities and obligations under this Agreement.

Renkim will furnish only those materials and supplies as set forth in the Supplies section of the Agreement. Materials and supplies purchased by Renkim for the performance of services for Client other than those supplies, and materials specified ("Non-Standard Materials and Supplies") shall be and remain property of Client. Renkim will obtain written approval from Client prior to purchasing any Non-Standard Materials and Supplies and Renkim will not have any liability or obligation arising from Client's failure to timely approve the purchase of any Non-Standard Materials and Supplies required for Renkim's performance hereunder

The Client will pay Renkim's attorney fees and expenses of collection incurred to enforce payment of any amounts due this Agreement. Time is of the essence with respect to the Client's payment of invoices to Renkim.

4. Data
Client will submit for programming and formatting sample data files to Renkim's data center, based on criteria established by Renkim. Client shall not provide Renkim with any Primary Account Number (PAN) data or any accompanying Sensitive Authentication Data (SAD), including but not limited to full track data, CAV2/CVC2/CVV2/CID, and PINs/PIN blocks (collectively, "Prohibited Data"). In the event that Client sends any Prohibited Data to Renkim, Client must immediately notify Renkim, specifying the exact field(s) containing any Prohibited Data. Upon notification, Renkim will use its reasonable efforts to promptly encrypt all but the last four digits of the PAN data. Renkim assumes no risk or liability if Client provides any Prohibited Data to Renkim. Renkim will notify client of any recognizable files which are incomplete or do not meet compliance standards and Client will immediately make any needed corrections before resubmitting the data file. Changes to approved file format may require additional programming and other fees. Once test file proof(s) have been approved by Renkim and Client, the submission of live data may begin. Client is responsible for OCR scan line testing with its vendor prior to processing of live data. Client is responsible for all expenses related to the

transmission of data and/or artwork by any means to or from Renkim, and Renkim will have no liability or obligation arising from Client's failure to provide data and/or artwork in the manner required hereunder. Client agrees that Renkim shall have the right to maintain copies of the data and/or artwork provided by Client or prepared by Renkim based data and/or artwork provided by Client in accordance with Renkim's normal data retention policies in effect from time to time.

Renkim reserves the right, in its sole and absolute discretion, to refuse to print, mail or email any material that in Renkim's judgment may constitute an invasion of privacy, be degrading, libelous, unlawful, obscene, inappropriate, inconsistent with Renkim's business standards, or be in violation of applicable law including, without limitation, the Fair Debt Collection Practices Act (FDCPA), individual state collection laws, privacy laws (including but not limited to the Gramm-Leach-Bliley Act, the Drivers Privacy Protection Act, the Fair Credit Reporting Act and the Health Insurance Portability and Accountability Act), or an infringement on any trademark, trade name or copyright. Client will be given the opportunity to review the form and content of the Messages prior to delivery to the recipients, and Client will be solely responsible for determining whether the Messages comply with all applicable laws. Client's failure to request or properly review the Messages will not relieve the Client's obligation with respect to the Messages' compliance with applicable laws

5. Delivery.
Printed Messages will be produced and delivered by Renkim within the time periods, using the technology and in accordance with the Services section of this Agreement. For printed Messages, a Message is deemed delivered upon Renkim's delivery of the Message to either (a) any United States Postal Service ("USPS") facility, or (b) upon USPS taking custody of such Messages at Renkim's facility. Renkim cannot guarantee performance by the USPS. Renkim shall not be liable for the failure of a Message to reach its destination within the scheduled time period to the extent the delay occurs after delivery by Renkim to the USPS or the selected electronic delivery system, except to the extent such failure is due to Renkim's negligence.

6. Confidentiality and Security.
All information and files delivered by Renkim to Client and vice versa shall remain the exclusive and confidential property of the disclosing party. The party receiving information and files shall not disclose such confidential information except to the extent necessary to perform its obligations under this Agreement or as permitted or required by law or court order. In the event Renkim provides information to Client containing full social security numbers, driver's license numbers, or other nonpublic personal information, Client warrants that it will maintain the confidentiality of all such information and use such information only as necessary to perform under this Agreement. Renkim will maintain all applicable PCI DSS requirements to the extent the service provider possesses or otherwise stores, processes, or transmits cardholder data on behalf of the customer, or to the extent that they could impact the security of the customer's cardholder data environment. In the event that the Services include sharing of information that is protected under the Health Insurance Portability and Accounting Act of 1996, as amended, and the Privacy Rules and Security Rules applicable thereunder, then the parties shall execute and delivery the Business Associate Agreement in the form attached hereto as Exhibit A.

7. Warranty; Limitation of Liability and Indemnity
Renkim warrants that the services to be performed hereunder shall be performed in accordance with the terms and conditions of this Agreement. Renkim makes no other representations and warranties whatsoever, either express or implied, with respect to the Messages or any other information prepared and delivered under this Agreement, including, without limitation, whether the Messages and information comply with applicable laws, and all implied warranties of merchantability, fitness for a particular purpose or of any other nature are expressly disclaimed and excluded. In the event of a deficiency in the performance of a service under this Agreement, Renkim shall, as Client's sole and exclusive remedy, be obligated only to re-perform such service as initially requested at no cost to Client at the earliest practicable time.

Neither Renkim, nor any of its officers, directors, agents or employees will have any liability to Client, or persons using the services of Client, for any costs or damages that exceed the amount payable by Client to Renkim for the Services that gave rise to such liability exclusive of any amounts paid to Renkim in reimbursement of postage under this Agreement. In no event shall Renkim have any liability whatsoever to Client for (a) incidental, special, consequential, or punitive damages of any nature whatsoever, or (b) the failure of any Messages to comply with applicable laws.

Client agrees to indemnify and hold Renkim, its affiliates, and the officers, directors, employees and agents of Renkim and its affiliates, harmless from and against any and all actions, causes of action, suits, claims, damages, costs, liabilities, fines, penalties, losses and expenses whatsoever, including without limitation, reasonable attorney fees, which result or are incurred as a result of or in connection with the Messages, the data and/or artwork provided by Client, the Client's breach of this Agreement and/or the failure of the Messages or the manner in which they were delivered to comply with any applicable laws including, without limitation, the Telephone Consumer Protection Act.

Renkim maintains the following insurance coverages: (i) workers compensation based on Michigan's statutory requirement; (ii) \$1.0 million per claim/aggregate of Errors and Omission; and (iii) \$1.0 million per claim, \$2.0 million aggregate of general liability.

8. Force Majeure.
If performance by Renkim is delayed by reason of fire, war, civil disturbance, strike, pandemic (including federal, state or local government orders or mandates issued in connection

therewith), work stoppages, strikes, supply shortages, weather or any other similar cause beyond Renkim's control, such delayed performance shall not be a default under this Agreement and the time limit of performance shall be extended for a period which is reasonable under the circumstances.

9. Additional Provisions for Electronic and Email Notices

The timestamp on Renkim's server for an eNotice Message shall be its delivery date. Client shall be responsible for the form and content of all eNotices. Client acknowledges and agrees that Renkim shall have no responsibility or liability for the form or content of any eNotices. Client acknowledges and agrees that Renkim may immediately terminate this Agreement, in whole or in part, without any liability to Renkim, if Renkim believes, in its sole and absolute discretion, that Client is transmitting or is otherwise connected with any spam or unsolicited bulk email delivery or that the eNotices otherwise violates applicable law.

Client covenants, represents, and warrants that:

a. No part of the header, subject line, or body of the eNotices will be false, deceptive or misleading.
b. All eNotices shall contain a valid and correct "from" and "reply to" address.
c. All eNotices will allow recipients to opt-out of the receipt of further eNotices or other form of electronic correspondence.
d. The form and content of the eNotices will comply with all local, state, and federal laws and regulations, including, without limitation the CAN-SPAM Act of 2003.
e. Client alone shall be responsible for compliance with (and for all liability damages and penalties for failure to comply with) all applicable federal and state laws, regulations and rules with consumers respect to the eNotices and recipients of such eNotices, including, but not limited to, (i) the Fair Debt Collection Practices Act, (ii) obtaining any required consents, (iii) the Electronic Signatures in Global and National Commerce Act, (iv) requesting a valid personal email address which the consumers would like to receive the eNotices, (v) informing consumers of the content to be included in the subject line of the eNotices, and (vi) maintaining records of all communications with consumers for the period of time required under applicable law.

Client further represents and warrants as of the date hereof and as of the date that each text message communication is sent by Renkim that for each telephone number provided to Renkim for text message communication, (i) Client has directly obtained express consent for such text messaging from the party to be contacted in accordance with the Telephone Consumer Protection Act, (ii) such consent has not been revoked and (iii) Client has evidence in its possession that it has obtained the required consent from the consumer by one of the following methods:

a. Consumer-initiated text to Client short code following instructions provided by communication other than text.
b. Consumer submission of a form on a client hosted or white-labeled consumer consent website.
c. Consumer providing verbal text consent over the phone to client representative or call center.
d. Consumer signature on a printed consent document.

10. Miscellaneous

No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties. This Agreement and, if applicable, Exhibit A, is the fully integrated agreement and understanding between the parties. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties and their respective personal representatives, successors and assigns; provided, however, that Client may not assign its rights under this Agreement without the prior written consent of Renkim and no assignment shall relieve Client of its obligations hereunder. The waiver of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power hereby granted to any party or allowed it by law shall be cumulative and not exclusive of any other. This Agreement shall be governed by the internal laws of the State of Michigan, without regard to its choice of law of principles. Any and all claims arising out of this Agreement shall be adjudicated exclusively in the state (Wayne County) or federal courts located in Michigan, and the parties irrevocably submit to such jurisdiction. This Agreement may be executed in several counterparts and a facsimile, PDF or other form of electronic signature of any party shall be legally binding on such party.