

Southgate City Council Agenda

Council Chambers

14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday April 15, 2026

6:30pm

Work Study Session

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

7:00 pm

Regular Meeting

Pledge of Allegiance

Roll Call:

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

Minutes:

1. Work Study Meeting Minutes dated April 1, 2026
2. Regular City Council Meeting Minutes dated April 1, 2026

Scheduled Persons in the Audience:

Consideration of Bids:

Scheduled Hearings:

Communications "A"

1. Memo from Administrator; Re: Intergovernmental Agreement for Phase One of Southgate Miracle Park PG 6
2. Memo from Administrator; Re: Amendment to Article 5 of City Charter Page 17
3. Letter from Mayor; Re: Approve Sewer Camera Repair **(Waiver of Bid)** Page 19
4. Letter from Mayor; Re: Renewal of Leads Online **(Waiver of Bid)** Page 26

Communications "B" – (Receive and File):

1. Letter from Mayor; Re: Appointment to Public Safety Commission

Page 37

Ordinances:

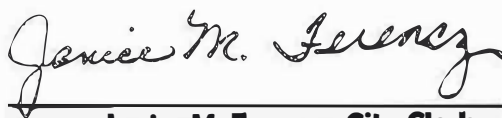
Old Business:

New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant #1543 \$2,159,539.34

Adjournment:



Janice M. Ferencz, City Clerk

PROCLAMATION

WHEREAS, In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and is now observed throughout the nation and the world; and

WHEREAS, Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, and provide habitat for wildlife; and

WHEREAS, Trees in our city increase property values, enhance the economic vitality of business areas, beautify our community, and are a source of joy and spiritual renewal; and

WHEREAS, The City of Southgate has been recognized since 1994 as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree planting ways;

NOW, THEREFORE, I, JOSEPH G. KUSPA, Mayor of the City of Southgate, do hereby proclaim Friday, April 24, 2026 as

ARBOR DAY

in the City of Southgate, and urge all residents to support efforts to care for our trees and woodlands, and to support our city's forestry program.

GIVEN UNDER MY HAND AND SEAL

This 15th day of April, two-thousand and twenty-six.



Joseph G. Kuspa, Mayor

City Council

Work Study Session

April 1, 2026

An Informal Meeting of the Council of the City of Southgate was held on April 1, 2026 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, Adriene Price, Phil Rauch

Absent:

Also Present: Mayor Joseph G. Kuspa, City Attorney Amelia Zelenak, City Administrator Daniel 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 Phil Ferro, Recreation Director Julie Goddard, Building Director Tim Leach

Discussed the following agenda items:

- Purchase of Replacement Transformer-Waiver of Bid
- Purchase of Engineer Wood Fibers for Park-Waiver of Bid
- Eureka & Barberry Water Main Isolation-Waiver of Bid
- Purchase of K9-Waiver of Bid
- Additional Invoice for Emergency Electrical Repairs
- Appointment to Water Board (Receive & File)
- Appointments to Parks & Recreation Commission (Receive & File)
- First Reading – Rezoning of 15748 Fort Street

This meeting ended at 6:43 p.m.

City of Southgate

Regular City Council Meeting

April 1, 2026

A Regular Meeting of the Council of the City of Southgate was held on Wednesday, April 1, 2026 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, Adriene Price, Phil Rauch
Absent:

Also Present: Mayor Joseph G. Kuspa, City Attorney Amelia Zelenak, City Administrator Daniel 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 Phil Ferro, Recreation Director Julie Goddard, Building Director Tim Leach

Minutes:

Moved by George, supported by Ayres-Reiss, RESOLVED, that the minutes of the City Council Work Study Session dated March 18, 2026 be approved as presented. Motion carried unanimously.

Moved by Rauch, supported by George, RESOLVED, that the minutes of the Regular City Council Meeting dated March 18, 2026 be approved as presented. Motion carried unanimously.

Communications "A":

1. Letter from Mayor; Re: Purchase of Replacement Transformer (Waiver of Bid) moved by Gawlik, supported by George, THAT the Southgate City Council waive the city bid process and approve the quote from Riney Electric for the replacement of a transformer in the amount of \$63,879.00. Motion carried unanimously.
2. Letter from Mayor; Re: Purchase of Engineered Wood Fibers for Parks (Waiver of Bid) moved by Rauch, supported by Price, THAT the Southgate City Council waive the city bid process and approve the purchase of Engineered Wood Fibers (EWF) from Penchura LLC in the amount of \$11,524.00 for Kiwanis Park and Cobb Park. Motion carried unanimously.
3. Letter from Mayor; Re: Eureka & Barberry Water Main Isolation (Waiver of Bid) moved by George, supported by Ayres-Reiss, THAT the Southgate City Council waive the city bid process and approve the quote from RJ&J Enterprises for the Eureka Road/Barberry Street water main isolation in the amount of \$41,550.00, plus a 10% contingency in the amount of \$4,155.00, for a total amount of \$45,705.00. Motion carried unanimously.
4. Letter from Mayor; Re: Purchase of K-9 (Waiver of Bid) moved by Rauch, supported by George, THAT the Southgate City Council waive the city bid process and approve the purchase of a police K9 animal, along with the necessary training and equipment, from K9 Academy Training Facility in the amount of \$14,100.00. Motion carried unanimously.
5. Memo from Administrator; Re: Approval of Additional Invoice for Emergency Electrical Repairs moved by Gawlik, supported by Rauch, THAT the Southgate City Council approve the emergency purchase and installation of a 45 KVA Transformer from Riney Electric (Wyandotte, MI), the City's electrical repairs contractor, in the amount of \$6,036.25. Motion carried unanimously.

Regular City Council Meeting April 1, 2026

Communications "B": (Receive & File)

1. Letter from Mayor; Re: Appointment to Water Board & Letter from Mayor; Re: Appointments to Parks & Recreation Commission moved by Rauch, supported by George, RESOLVED THAT the Southgate City Council receive and file the Letter from the Mayor appointing Jason Robinson to the Water Board expiring April 2028 and the Letter from the Mayor appointing Robert LeFief, Mark Picklo, Huey Craig, Carol Gordos, Dave Pinkowski, Stephanie McNees, Nicole Hales, Darlene Pomponio & Mitch Dobek to the Parks & Recreation Commission expiring April 2028. Motion carried unanimously.

Ordinances:

1. Memo from Administrator; Re: Rezoning of 15748 Fort Street Moved by Ayres-Reiss, supported by George, RESOLVED THAT the Southgate City Council hereby waive the second reading and approve the rezoning of 15748 Fort Street from C-1, Community Business to C-2, General Business. Motion carried unanimously.

Claims and Accounts:

Moved by Rauch, supported by George, RESOLVED, that Claims and Accounts be paid as outlined on Warrant #1542 for \$1,883,400.77. Motion carried unanimously.

Adjournment:

Moved by Ayres-Reiss, supported by Gawlik, RESOLVED THAT this Regular Meeting of the Southgate City Council be adjourned at 7:12 P.M. Motion carried unanimously.

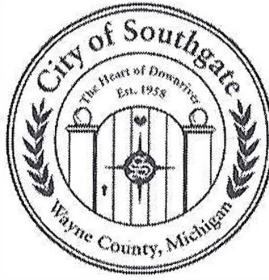
Zoey Kuspa
Council President

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

PRISCILLA AYRES-REISS

PHILLIP J. RAUCH

ADRIENE PRICE

ED GAWLIK JR.

Memorandum

To: Honorable Mayor and City Council Members

From: Dan Marsh, City Administrator

Date: April 10, 2026

Re: Intergovernmental Agreement for Phase One of Southgate Miracle Park

In 2025 the City was awarded CDBG funding through Wayne County for phase one of the Miracle Field. Wayne County is administering the phase one construction including the bid process and the construction oversight. Included in your packet is the Intergovernmental Agreement (IGA) for the project.

At the September 17, 2025 Council Meeting, the Council approved the City's portion of the project funding in amount of \$410,000 with Resolution No. 137-25. Recent discussions with the County have resulted in a reduction in the City's funding obligation from \$410,000 to \$307,785. The reduction in costs is a result of the County awarding additional funds to the project.

Therefore, the Administration recommends rescinding Resolution No 137-25, and approving the IGA with the County including the \$307,785 cost share to come from the Recreation Millage Fund. The Miracle Field is a planned capital improvement project and adequate funds are available in the Recreation Millage Fund for the City's portion of the project costs.

If you have any questions please contact me.

Proposed Motions:

1. To Rescind Resolution No. 137-25

2. To approve the Intergovernmental Agreement between the County of Wayne and the City of Southgate for Phase One Project Southgate Miracle Park including the \$307,785 cost share for the project, and to authorize the City Administrator to sign the agreement on behalf of the City.

INTERGOVERNMENTAL AGREEMENT

between

THE COUNTY OF WAYNE

and

CITY OF SOUTHGATE

for

**PHASE ONE PROJECT
SOUTHGATE MIRACLE PARK**

INTRODUCTION

THIS AGREEMENT is between the County of Wayne, Michigan, a body corporate and Charter county (hereinafter referred to as the “COUNTY”), and the City of Southgate, a municipal corporation (hereafter referred to as the “CITY”).

This Agreement is made for the purpose of fixing the rights and obligations of the parties with respect to the funding of renovations and improvements to the Southgate Miracle Park, which is owned by and under the jurisdiction of the CITY (hereinafter referred to as the “PROJECT”).

PROJECT DESCRIPTION

The PROJECT is defined as the renovations and improvements to the Southgate Miracle Park to develop a baseball diamond to support recreation for local disabled youth and adults in the CITY and surrounding community, which will benefit approximately 27,000 disabled individuals and their families. The Southgate Miracle Park is located in the CITY.

WHEREAS, the COUNTY, as part of the Program Year 2024 Annual Action Plan for the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG), approved utilization of CDBG funding for the PROJECT in the amount of \$416,020.00 via Wayne County Commission Resolution 2024-538, and program income in the amount of \$130,400.46 for a total of \$546,420.46 (Attached as EXHIBIT A); and

WHEREAS, the COUNTY issued Invitation for Bid (IFB) #37-25-059 for the PROJECT, and awarded the contract to KAB Enterprises, Inc. (“Contract”); and

WHEREAS, KAB Enterprises’ bid amount of \$854,205.46 for the PROJECT exceeds the CDBG funding of \$416,020.00 to the CITY for the PROJECT; and

WHEREAS, the parties hereto have reached an understanding whereby the CITY agrees to contribute the remaining amount of \$307,785.00 to fully fund the PROJECT via City of Southgate

Resolution 137-25 (Attached as Exhibit B).

NOW THEREFORE, in consideration of the mutual understandings of the parties and in conformity with applicable law, it is agreed:

**ARTICLE 1
TERM OF CONTRACT**

1.1 The term of this Agreement shall commence upon approval of the Wayne County Commission and shall terminate upon completion of the PROJECT.

**ARTICLE 2
CITY OF SOUTHGATE'S RESPONSIBILITIES**

2.1 The CITY will assist the COUNTY in the administration of PROJECT, the Contract, and scope of work with KAB Enterprises.

**ARTICLE 3
WAYNE COUNTY'S RESPONSIBILITIES**

3.1 The COUNTY has and will continue to perform the bidding, award, and administration of the Contract. The COUNTY has shared the bidding results with the CITY.

**ARTICLE 4
COST SHARING**

4.1 The parties hereto acknowledge that the PROJECT cost is \$854,205.46.

4.2 The parties hereto acknowledge that the COUNTY will fund the PROJECT in the amount of \$546,420.46 from Program Year 2024 CDBG funding.

4.3 The CITY agrees to provide funding for the remainder of the PROJECT cost in the amount of \$307,785.00. The CITY acknowledges that it has issued a check to the County in the amount of \$307,785.00 and COUNTY acknowledges receipt of CITY's check.

**ARTICLE 5
WAIVER**

5.1 The Parties agree that no provision in this Agreement constitutes or acts as a waiver

of any governmental immunity the COUNTY, its agencies, officers, employees, agents or elected officials enjoy under applicable statutory or common law.

ARTICLE 6 HOLD HARMLESS

6.1 Each party to this Agreement shall remain responsible for any claims arising out of its own acts and/or omissions during the performance of this Agreement, as provided by law.

6.2 This Agreement is not intended to increase either party's liability for, or immunity from, tort claims.

6.3 This Agreement is not intended nor shall it be interpreted as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

ARTICLE 7 NOTICE

7.1 Notification regarding anything in connection with this Agreement shall be sent in writing via first class mail to:

For the COUNTY:

Anthony Cartwright
Director
Wayne County Department of Economic
Development
500 Griswold
Detroit, MI 48226
(313) 224-5031
acartwright@waynecountymi.gov

For the CITY:

Dan Marsh
City Administrator
14400 Dix Toledo Hwy.
Southgate, MI 48195
734-258-3021
dmarsh@southgatemi.gov

ARTICLE 8 TERMINATION

8.1 The COUNTY may terminate this Agreement for cause only without incurring any liability by giving written notice to the CITY of the termination. The notice must specify the effective date of termination and this Agreement will terminate as if the date specified were the date originally given for the expiration of this Agreement.

8.2 Regardless of the cause for the termination of this Agreement, each party will assist the other in the orderly termination of this Agreement and will participate, in good faith, in all transfers connected with termination, whether of tangibles or intangibles, including any unused funds, as will be necessary for the unimpeded continuation of each party's business, and compliance with applicable laws and regulations.

ARTICLE 9 BINDING EFFECT/INTEGRATION

9.1 This Agreement, including the Exhibits attached hereto embodies the entire Agreement and understanding among the parties hereto and supersedes all prior agreements and understandings related to the subject matter thereof. No rights or remedies are or will be acquired by either party, orally, through implication or otherwise, unless set forth herein.

9.2 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

9.3 This Agreement is effective only upon approval of the Wayne County Commission and the CITY, as evidenced by the appropriate resolution adopted by the Southgate City Council.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year written below.

FOR COUNTY OF WAYNE

By: _____

Warren C. Evans

Its: County Executive

Date: _____

FOR CITY OF SOUTHGATE

By: _____

Its:

Date: _____

APPROVED AS TO FORM:

BY: NELLIE J.L. LEE

WAYNE COUNTY DEPT OF CORPORATION COUNSEL

DATE OF APPROVAL: 04/10/2026

EXHIBIT A

RESOLUTION

No. 2024-538

By Commissioner Haidous

RESOLVED, by the Wayne County Commission this 1st day of August, 2024 that approval be, and is hereby, granted authorizing the Program Year 2024 Annual Action Plan for the U.S. Department of Housing and Urban Development (HUD) in the amount of \$8,481,105 to serve as an application for the Community Development Block Grant (CDBG) in the amount of \$5,450,137, the Emergency Shelter Grant (ESG) in the amount of \$468,115 and the HOME Investment Partnership Program (HOME) in the amount of \$2,562,853 to provide community, housing and economic development and public services to 34 Wayne County cities and townships; and be it further

RESOLVED, that authority is delegated to the Chief Executive Officer to execute agreements for the CDBG projects in the amounts as set forth in the Commission-approved Program Year 2024 Annual Action Plan for the \$20,000 allocation to each participating jurisdiction for projects; and be it further

RESOLVED, that authority is delegated to the Chief Executive Officer to execute agreements for the CDBG projects in the amounts as set forth in the Commission-approved Program Year 2024 Annual Action Plan for the projects that will be awarded by the County of Wayne via Requests for Proposals (RFP), and to delegate authority to increase the expenditures of these RFP CDBG projects by ten percent (10%) as a contingency as set forth therein; and be it further

RESOLVED, that authority is delegated to the Chief Executive Officer to execute agreements for the CDBG owner-occupied housing rehabilitation program in an amount not to exceed \$500,000 as set forth in the Commission-approved Program Year 2024 Annual Action Plan; and be it further

RESOLVED, that authority is delegated to the Chief Executive Officer to utilize the amount listed under the Administrative category of the Commission-approved Program Year 2024 Annual Action Plan for contractors supporting the projects that will be awarded by the County of Wayne via RFP, and contracts necessary for the Economic Development Department (Department) to fulfill its compliance requirements under the applicable laws, rules and regulations for the CDBG and the Neighborhood Stabilization Programs (NSP); and be it further

RESOLVED, that the Chief Executive Officer shall submit a report to the Commission on the Program Year 2024 Annual Action Plan before submittal of the Program Year 2025 Annual Action Plan, which shall include, at a minimum:

1. A report on the CDBG municipal and RFP projects, including a list of projects where all or a portion of project funding was not expended, and list of projects where the project amount was increased to exceed the amounts as set forth in the Commission-approved Program Year 2024 Annual Action Plan; and
2. A report on all projects funded under the CDBG owner-occupied housing rehabilitation program, including the municipality, rehabilitation type and amount; and
3. A report on the administrative funds used for contracts necessary for the Department to fulfill its compliance requirements under the applicable laws, rules and regulations for the CDBG and NSP Programs; and
4. A report of the overall outcomes for the Program Year 2024 Annual Action Plan;

And be it further

RESOLVED, that the Wayne County Commission retains full approval authority for all items not specifically delegated herein, including, but not limited to, HOME agreements, ESG agreements, expenditures from the economic development allocation in the plan and changes in the project descriptions for any CDBG project set forth in the plan; and be it further

RESOLVED, that the term of the Program Year 2024 Annual Action Plan is from July 1, 2024 through June 30, 2025, and the revenue from the grants will be deposited into Account Nos. 250 69124 529000 (\$2,562,853 Home Projects-PY 24), 275 82224 529000 (\$5,450,137 CDBG Projects 2024) and 275 83524 529000 (\$468,115 ESG-Project Year 2024); and be it further

RESOLVED, that the Chief Executive Officer be, and is hereby, duly authorized to submit and execute the aforementioned annual action plan on behalf of the Charter County of Wayne.

[Program Year 2024 Annual Action Plan on File]

(2024-97-042)

45	Project Name	Southgate - Miracle League Baseball Diamond
	Target Area	Urban County Participating Jurisdictions
	Goals Supported	Enhance Public Infrastructure and Facilities
	Needs Addressed	Improve Public Infrastructure Neighborhood Improvement Activities
	Funding	CDBG: \$416,020 <i>Plus 307,785⁰⁰ city - 130,400⁰⁰</i>
	Description	Develop a baseball diamond to support recreation for local disabled youth and adults in the city and surrounding community. (Project=\$378,200; Contingency=\$37,820)
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 27,000 disabled people and their families will benefit from the project.

Program Income

Annual Action Plan
2024

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APPENDIX B

City of Southgate
County of Wayne, State of Michigan

No. 137-25

RESOLUTION

At a Regular Meeting of the Southgate City Council called to order by Council President Joey Kuapa on September 17, 2025 at 7:00 pm the following resolution was offered:

Moved by Araj, supported by Rauch.

RESOLVED, THAT the Southgate City Council waive the city bid process and award the bid for the Southgate Miracle Park - Phase One Project to Premier Group Associates, LLC in the amount of \$784,419.50, plus contingency in the amount of \$41,281.50, for a total amount of \$825,701.00, with funding of \$416,000.00 provided by a Wayne County CDBG grant and \$410,000.00 provided from the Recreation Millage Fund. Motion carried unanimously.

Present: Araj, Ayres-Reiss, George, Gawlik, Graziani, Kuspa, Rauch
Excused:

I, Janice M. Fernandez, City Clerk of Southgate, do hereby certify that the foregoing is a true, correct and complete copy of a resolution adopted by the Southgate City Council at a regular meeting held on September 17, 2025.

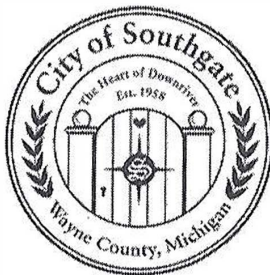

City Clerk

cc: Mayor, Finance, Recreation, Premier Group Associates, LLC

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PRISCILLA AYRES-REISS

PHILLIP J. RAUCH

ADRIENE PRICE

ED GAWLIK JR.

City of Southgate

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator *DM*

Date: April 10, 2026

Re: Proposed Ballot Language for Amendment to Article 5 of City Charter

At the previous Council meeting, Councilman Gawlick raised the question of whether it is appropriate to revisit the City's current bid thresholds. The Administration has prepared proposed ballot language that would amend Article 5 (General Finance) of the City Charter.

Included in your packet is the proposed ballot language, and the corresponding changes to Article 5. Specifically, the amendment would require competitive bidding (sealed proposals) for City purchases, public improvements, and contracts that are equal to or greater than 0.1% of the City's adopted annual operating budget. This replaces the current fixed dollar amounts in the Charter with a standard that adjusts based on the City's financial condition. As the operating budget grows, the bid threshold would increase proportionally; conversely, in periods of fiscal decline, the threshold would decrease accordingly.

In addition, the proposed amendment would remove fixed dollar thresholds for City Council approval and instead require Council to establish, by resolution each year at the time the budget is adopted, the threshold at which Council approval is required for purchases.

The current Charter language has not been updated in almost 30 years, and the bid threshold is unrealistically low. The proposed language will allow for thresholds to adjust over time, enhance administrative efficiency, and provide Council greater flexibility in its oversight of City expenses.

If you have any questions please contact me.

Proposed Motion: To adopt a resolution to allow the proposed City Charter Amendment to Article 5, General Finance, wording to appear on the November 3, 2026 Election Ballot.

Proposed Ballot Language

CITY CHARTER AMENDMENT TO ARTICLE 5, GENERAL FINANCE, TO ESTABLISH BUDGET-BASED THRESHOLDS FOR COMPETITIVE BIDDING AND CITY COUNCIL APPROVAL ON PURCHASES, PUBLIC IMPROVEMENTS AND CONTRACTS

Shall the Charter of the City of Southgate be amended to require competitive bidding (sealed proposals) for City purchases, public improvements, and contracts that are 0.1% or more of the City's annual operating budget; require City Council to establish annual thresholds for City Council approval of purchases, public improvements, and contracts; and provide that these thresholds may be adjusted each year by City Council Resolution when the City budget is adopted?

YES ☐

NO ☐

Proposed Changes to the Charter if Amendment is Approved

Sec. 107 Contracts for public work; work exceeding ~~\$5,000~~ **0.1% of City's adopted annual operating budget**; sealed proposals required

The City may contract for the performance of any public work or may perform the same itself through its departments, officers, and employees; provided, however, that it shall not itself perform any new construction work ~~exceeding an estimated five thousand dollars (\$5,000)~~ **exceeding an estimated 0.1% of the City's adopted annual operating budget** until it has first advertised for sealed proposals therefor.

Sec. 108 Contracts or purchases; sealed proposals required

No contract shall be entered into by the City for the making of any public improvement or for the purchase of any materials, tools, apparatus, or any other thing or things, the consideration or cost of which ~~shall exceed two thousand, five hundred dollars (\$2,500)~~ **shall exceed 0.1% of the City's adopted annual operating budget**, until advertisement has been made for sealed proposals thereon. The City shall have the right to reject any or all such proposals.

Sec. 109 Improvements; estimates, profiles, etc. required

No public improvement costing more than ~~five thousand dollars (\$5,000)~~ **the established threshold set by Council Resolution annually when City budget is adopted**, shall be contracted for or commenced until drawings, profiles, and estimates for the same shall have been submitted to the Council and approved by it; and a copy thereof shall thereafter remain on file in the office of the Clerk subject to inspection by the public.

Sec. 110 Approval of contracts by Council

No contract shall be entered into by the City for the making of any public improvement or for the purchase of any materials, tools, apparatus, or any other thing or things, the consideration or cost of which ~~shall exceed five thousand dollars (\$5,000)~~ **shall exceed the established threshold set by Council Resolution annually when City budget is adopted**, until the same shall have been approved by a majority of the Council elect. All contracts shall be reviewed by the Mayor.

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PRISCILLA AYRES-REISS

PHILLIP J. RAUCH

ADRIENE PRICE

ED GAWLIK JR.

April 10, 2026

To the Honorable
City Council
Southgate, Michigan 48195

Re: Approve Sewer Camera Repair **(WAIVER OF BID)**

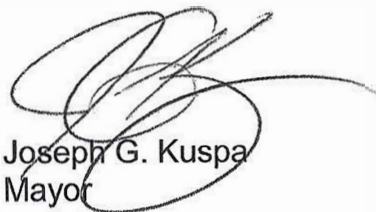
Ladies and Gentlemen:

It is recommended by the DPS Director and I concur with his recommendation to waive the bid process and approve the sewer camera repairs to be performed by Jack Doheny Companies (Northville, Michigan) in the amount of \$6,856.49. Jack Doheny Companies is the supplier of the camera and performed the testing that identified the needed repairs.

Funds are available in the Water and Sewer Fund.

Your favorable consideration of this matter is requested.

Sincerely,



Joseph G. Kuspa
Mayor

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PRISCILLA AYRES-REISS

PHILLIP J. RAUCH

ADRIENE PRICE

ED GAWLIK JR.

Memorandum

To: Honorable Mayor and City Council Members

From: Dan Marsh, City Administrator *DM*

Date: April 10, 2026

Re: Request for Sewer Camera Repair (Wavier of Bid)

I have reviewed the above with the Director of Public Services and concur with his recommendation to waive the bid process and approve sewer camera repairs to be performed by Jack Doheny Companies (Northville, MI) in the amount of \$6,856.49. Jack Doheny Companies is the supplier of the camera system and performed testing that identified the needed repairs.

Adequate funds are available in the Water and Sewer Fund.

Proposed Motion: To waive the bid and approve the purchase of sewer camera repairs from Jack Doheny Companies (Northville, MI), the supplier of the sewer camera system, in the amount of \$6,856.49.



City of Southgate

DEPARTMENT OF PUBLIC SERVICES

14719 Schafer Court • Southgate, Michigan 48195

Ph: (734) 258-3079 • Fax: (734) 246-1333

Memorandum

To: The Honorable Mayor and Members of City Council

From: Phil Ferro, DPS Director

Date: April 7, 2026

Re: Request for Waiver of Bid – Sewer Camera Repair

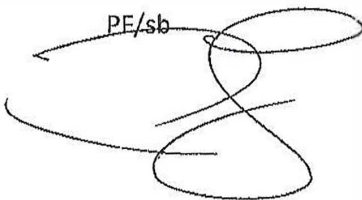
I respectfully request that the bid procedure be waived for the repair of the Sewer Camera. I have enclosed a description with pricing and the total cost would be \$6,856.49 for all parts and labor. The funds would come from the Water Department Budget. Jack Doheny Companies is the only supplier of the required parts and ability to repair.

With the concurrence of Administration and City Council, I would recommend that the parts and service be awarded to:

Jack Doheny Companies
777 Doheny Dr.
Northville, MI 48167

If you have any questions, please contact me. I would appreciate your favorable consideration of this request.

Enclosure

PE/sb




NORTHVILLE
777 DOHENY Dr
Northville MI 48167

JOB CARD (ESTIMATE)

No: 100488

Date: 3/30/2026

Time: 13:43

Invoice To:
SOUTHGATE, CITY OF

Ship To:
SOUTHGATE, CITY OF

INFORMATION

Job Code:	100488	Branch:	1100
Service Date:	3/27/2026	Warehouse:	1100
Exp. Complete Date:	3/27/2026	Site Code:	_MAIN
Type:	EXTERNAL	Cust. Code / Name:	SOUT0034
Mechanic:	UNALLOCATED MECHANIC BR 1100	Customer Eq. No.:	6710
Make / Model :	IB/T76.1 TRACTOR	Serial Number:	295882
Equipment No.:	6710	Meter Read(Hrs):	0.00
Equipment Desc:	T76.1 - T76.1 STEERABLE TRACTOR	Meter Read(Kms):	0.00
Reason:	SERVICE RETAIL WORK TO BE BILLED TO CUSTOMER	Job Desc:	SOUTHGATE; T76, GUIDE PIN ATTACHMENT BROKE OFF

NOTES

Note:

TESTED UNIT, ALL TRACTOR FUNCTIONS PRESENT, UNABLE TO TEST CAMERA BASE IN CURRENT STATE DUE TO GUIDE PIN MISSING AND THE INSIDE PLUG TORQUED SIDEWAYS. UNIT NEEDS NEW PLUG AND S-CONNECTOR. AIRED UP TRACTOR AND DUNK TESTED TRACTOR, NO VISIBLE AIR LEAKS, UNABLE TO AIR TEST THE CAMERABASE. THIS IS AN ESTIMATE FOR THE PLUG, S-CONNECTOR, O-RINGS, SHIMS, AND NUT REPLACEMENT. UNIT WILL BE TESTED AFTER REPAIRS, IF OTHER ISSUES ARE FOUND CUSTOMER WILL BE NOTIFIED AND A REVISED ESTIMATE WILL BE PROVIDED.

DETAILS

Part No.	Description	Date	Qty	Unit Sell	Discount	Tax	Amount
LABOR							
SZCZ	BRANDON SZCZESNY	3/27/2026	4.00	\$185.00	0.00%	\$0.00	\$740.00
Total LABOR:							\$740.00
PART							
IB-048630142	T-66, LISY / HSP PUSHROD & KRA75 - SLEEVE NUT	3/27/2026	1.00	\$80.43	0.00%	\$0.00	\$80.43
IB-048632042	T-66, LISY / HSP PUSHROD - SOCKET INSERT MOLDED	3/27/2026	1.00	\$223.33	0.00%	\$0.00	\$223.33
IB-4412217	KRA 75 / T66 - GOES BETWEEN CAMERA BASE & CAMERA C	3/27/2026	1.00	\$0.83	0.00%	\$0.00	\$0.83

THIS ESTIMATE IS VALID FOR 30 DAYS AND IS SUBJECT TO STOCK AVAILABILITY WHEN YOUR ORDER IS RECEIVED

ESTIMATE DOES NOT INCLUDE ANY APPLICABLE FREIGHT CHARGES

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE TEAMJDC.COM



NORTHVILLE
777 DOHENY Dr
Northville MI 48167

JOB CARD (ESTIMATE)

No: 100488

Date: 3/30/2026

Time: 13:43

DETAILS

Part No.	Description	Date	Qty	Unit Sell	Discount	Tax	Amount
IB-902272342	CAMERA BASE MODULE - SHIM 16X20X0.1	3/27/2026	2.00	\$35.74	0.00%	\$0.00	\$71.48
IB-905242502	CB3.1 CAMERA BASE - CAMERA CONNECTION S 2 >>REQ	3/27/2026	1.00	\$371.59	0.00%	\$0.00	\$371.59
Total PART:							\$747.66
SSHPSUPPLY							
SHOP SUPPLIES	SHOP SUPPLIES		1.00	\$74.38	0.00%	\$0.00	\$74.38
Total SSHPSUPPLY:							\$74.38

Total For Job 100488: \$1,562.04

Name: _____

Signature: _____

Date: _____

THIS ESTIMATE IS VALID FOR 30 DAYS AND IS SUBJECT TO STOCK AVAILABILITY WHEN YOUR ORDER IS RECEIVED

ESTIMATE DOES NOT INCLUDE ANY APPLICABLE FREIGHT CHARGES

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE TEAMJDC.COM



NORTHVILLE
777 DOHENY Dr
Northville MI 48167

JOB CARD (ESTIMATE)

No: 100487

Date: 3/30/2026

Time: 13:08

Invoice To:
SOUTHGATE, CITY OF

Ship To:
SOUTHGATE, CITY OF

INFORMATION

Job Code:	100487	Branch:	1100
Service Date:	3/27/2026	Warehouse:	1100
Exp. Complete Date:	3/27/2026	Site Code:	_MAIN
Type:	EXTERNAL	Cust. Code / Name:	SOUT0034
Mechanic:	UNALLOCATED MECHANIC BR 1100	Customer Eq. No.:	6709
Make / Model :	IB/ORION ZOOM	Serial Number:	275539
Equipment No.:	6709	Meter Read(Hrs):	0.00
Equipment Desc:	ORION ZOOM - ORION PAN & TILT ZOOM CAMERA	Meter Read(Kms):	0.00
Reason:	SERVICE RETAIL WORK TO BE BILLED TO CUSTOMER	Job Desc:	SOUTHGATE; ORION, SLIP RING

NOTES

Note:

UNABLE TO TEST CAMERA IN CURRENT STATE, REMOVED ROTARY FLANGE TO USE A SLIP RING BYPASS TO TEST FOR VIDEO AND RECOGNITION, BOTH WERE PRESENT. UNABLE TO TEST FOR LIGHTING AND MOTOR FUNCTIONS, ALSO UNABLE TO PRESSURE TEST IN CURRENT CONDITION. FOR THE REPAIR THE MAJORITY OF THE CAMERA WILL BE DISASSEMBLED, RECOMMEND FULL SEAL KIT WITH REPAIR, DUE TO UNABLE TO PRESSURE TEST IN CURRENT STATE. ONCE REPAIRS ARE COMPLETED UNIT WILL BE TESTED, IF FURTHER ISSUES ARE FOUND CUSTOMER WILL BE NOTIFIED AND A REVISED ESTIMATE WILL BE PROVIDED.

DETAILS

Part No.	Description	Date	Qty	Unit Sell	Discount	Tax	Amount
LABOR							
GENERAL LABOR	GENERAL LABOR	3/30/2026	8.00	\$185.00	0.00%	\$0.00	\$1,110.00
Total LABOR:							\$1,110.00
PART							
IB-049407741	ORION / ORION I. CAMERA ***SLIPRING WITH SHAFT***	3/27/2026	1.00	\$3,742.25	0.00%	\$0.00	\$3,742.25
IB-ORION SEAL KIT	ORION SEAL KIT ***ALL O-RINGS AND SEALS NEEDED F	3/27/2026	1.00	\$331.20	0.00%	\$0.00	\$331.20

THIS ESTIMATE IS VALID FOR 30 DAYS AND IS SUBJECT TO STOCK AVAILABILITY WHEN YOUR ORDER IS RECEIVED

ESTIMATE DOES NOT INCLUDE ANY APPLICABLE FREIGHT CHARGES

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE TEAMJDC.COM



NORTHVILLE
777 DOHENY Dr
Northville MI 48167

JOB CARD (ESTIMATE)

No: 100487

Date: 3/30/2026
Time: 13:08

DETAILS

Part No.	Description	Date	Qty	Unit Sell	Discount	Tax	Amount
Total PART:							\$4,073.45
SSHPSUPPLY							
SHOP SUPPLIES	SHOP SUPPLIES		1.00	\$111.00	0.00%	\$0.00	\$111.00
Total SSHPSUPPLY:							\$111.00

Total For Job 100487: \$5,294.45

Name: _____

Signature: _____

Date: _____

THIS ESTIMATE IS VALID FOR 30 DAYS AND IS SUBJECT TO STOCK AVAILABILITY WHEN YOUR ORDER IS RECEIVED
ESTIMATE DOES NOT INCLUDE ANY APPLICABLE FREIGHT CHARGES

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE TEAMJDC.COM

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

PRISCILLA AYRES-REISS

PHILLIP J. RAUCH

ADRIENE PRICE

ED GAWLIK JR.

April 7, 2026

To the Honorable
City Council
Southgate, Michigan 48195

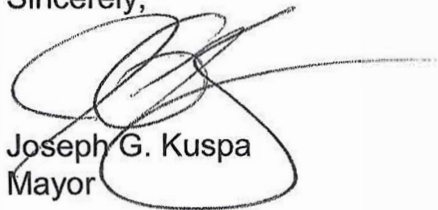
Re: Renewal of LeadsOnline PowerPlus Investigation System Service Package

Ladies and Gentlemen:

I have reviewed the above and concur with the Police Chief's recommendation to approve the renewal of the LeadsOnline PowerPlus Investigation System Service Package, for a period covering May 15, 2026 – May 14, 2029, in the amount of \$4,805.00, with LeadsOnline, Plano, Texas.

Funds are available in the Federal Forfeiture Fund.

Sincerely,



Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PRISCILLA AYRES-REISS

PHILLIP J. RAUCH

ADRIENE PRICE

ED GAWLIK JR.

MEMORANDUM

TO: Honorable Mayor and City Council

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

DATE: April 1, 2026

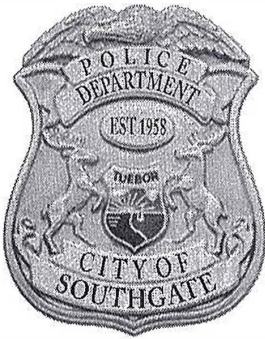
RE: Approve Renewal of LeadsOnline PowerPlus Investigation System Service Package

I have reviewed the above with the Chief of Police and concur with his recommendation to approve a 3-year renewal of the LeadsOnline PowerPlus Investigation System Service Package with LeadsOnline (Plano TX) in the amount of \$4,805.00 for the first year of the subscription. Increases to the agreement are limited to a maximum of three percent annually, which is the same as the prior agreement.

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

Proposed Motion

Approve the renewal of the LeadsOnline PowerPlus Investigation System Service Package with LeadsOnline for a three-year term of May 15, 2026 through May 14, 2029, in the first-year amount of \$4,805.00, subject to a maximum annual increase of three percent.



SOUTHGATE POLICE DEPARTMENT MEMO

TO: Honorable Mayor Joseph G. Kuspa

FROM: Mark A. Mydlarz, Chief of Police

DATE: March 31st, 2026

REF: Request to Purchase Renewal Subscription of Leads Online

Mayor Kuspa,

On May 3rd, 2023, City Council authorized for the police department to purchase Leads Online as the electronic reporting platform for pawnbrokers and second hand dealers to electronically submit a record of each transition in which the licensee received used goods by pawn, purchase, exchange, or consignment.

Our initial (3) year agreement which held yearly price increases to a maximum of three percent is expiring. We have received our 2026-2027 renewal invoice from Leads Online as well as a new (3) year agreement which again holds yearly price increases to maximum of three percent each year. The renewal service dates would cover the time period from May 15th, 2026 thru May 14th, 2029. The renewal invoice annual cost for the next year is \$4,805.00. It is my recommendation to renew our service with Leads Online Power Plus Investigation System as outlined in the attached invoice and agreement from Leads Online located at 6900 Dallas Parkway, Suite 825, Plano, TX, 75024 at the cost of \$4,805.00.

With your concurrence, I respectfully request for this item to be placed on the City Council agenda for the meeting scheduled on April 15th, 2026, for the purpose of purchase approval.

Adequate funding is available in the police department budget for this item.

Respectfully,

A handwritten signature in black ink, reading "Mark A. Mydlarz".

Mark A. Mydlarz
Chief of Police

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

CUSTOMER:

City of Southgate Police Department
14710 Reaume Parkway Civic Cir
Southgate, MI 48195

UNIT:

Southgate MI PD

INVOICE#: 423903

INVOICE DATE: 02/15/2026

AGENCY ID: 8311

TERMS: Net 30

PO Number:

Qty	Scope of Services	Rate	Start Date	End Date	Amount
1	PowerPlus Investigation System	\$4,805.00	05/15/2026	05/14/2027	\$4,805.00
Payment is due within 30 days of renewal. Please notate your Agency ID <u>8311</u> and Invoice# <u>423903</u> on your payment. Questions? Contact us at (800) 311-2656 or support@leadsonline.com Please email Purchase Orders to accounting@leadsonline.com			Total Due: \$4,805.00		

REMIT BY CHECK:

LeadsOnline, LLC
6900 Dallas Pkwy Ste 825
Plano, TX 75024-4200

REMIT BY EFT/ACH:

JPMorgan Chase Bank
Type: Checking
Routing No: 111000614
Account No: 865536111

IMPORTANT LINKS:

Download our W-9: www.leadsonline.com/w9
Unique Entity ID: DF6SC8ZMKCG3
Credit Cards: www.leadsonline.com/payments

LeadsOnline Terms & Conditions:

Unless LeadsOnline and the Customer above have executed a written Agreement for the Service which governs this order, this order is subject to and governed by the terms and conditions located here ([LeadsOnline](#)) ([CellHawk](#)) ([NightHawk](#)). If, for any reason, you are unable to view the terms at the website given above, please contact your LeadsOnline representative. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes. Any terms within any purchase order provided to LeadsOnline in response to a quote, order form, invoice or otherwise will not modify or enlarge the obligations or liabilities of either party.

FEES ARE EXCLUSIVE OF SALES, USE, WITHHOLDING, VAT, AND OTHER SIMILAR TAXES, AND IF REQUIRED BY LAW CUSTOMER IS RESPONSIBLE FOR PAYMENT OF SUCH TAXES. ANY TAXES REFERENCED AND/OR QUOTED ARE ESTIMATES ONLY, AND NOT ALL SERVICES AND/OR HARDWARE MAY BE SUBJECT TO TAXATION. FINAL TAX AMOUNTS WILL BE DETERMINED BASED ON APPLICABLE LAWS AT THE TIME OF INVOICING. CUSTOMER MAY PROVIDE A TAX EXEMPTION CERTIFICATE, IF APPLICABLE.

AGENCY AGREEMENT

This LeadsOnline LLC AGENCY AGREEMENT ("Agreement"), dated May 15, 2023, ("Effective Date") is made between City of Southgate Police Department ("Agency") and LeadsOnline LLC ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Transaction Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and providing access to Transaction Data and other records.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

1. Definitions

- 1.1 "Transaction Data" means all information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.
- 1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal Financial Institution regulators and the Federal Trade Commission.
- 1.3 "Law Enforcement Agency" means any agency duly authorized by Municipal, State, County or Federal government to enforce laws or investigate crimes.
- 1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in his/her official duties, access Transaction Data and/or submit Transaction Data for official use by Law Enforcement Agencies.
- 1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Transaction Data for access by Law Enforcement Officials.
- 1.6 "Reporting Business" shall mean any entity that records Transaction Data regarding (a) the receipt or sale of products regulated by law and (b) the receipt or other disposition of merchandise or materials, and reports such Transaction Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.
- 1.7 "Agency Files" means case information electronically transferred by Agency to Leads' System for automated comparison to Transaction Data and Agency Files submitted by other Law Enforcement Agencies.

2. Responsibilities of Agency

- 2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Transaction Data accessed via Leads by its Law Enforcement Official is the responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.
- 2.2 Agency is responsible for the accuracy of Information submitted by Agency's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.
- 2.3 Agency agrees to not share its access to Leads' System with other Law Enforcement Agencies and to not share information retrieved from Leads' System with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency.
- 2.4 Agency agrees that accounts will be (a) registered only to individual Law Enforcement Officials employed exclusively by Agency and (b) will be used only by the specific Law Enforcement Official to whom the account is registered and (c) will not be used to access or otherwise provide Information from Leads System to other Law Enforcement Agencies.
- 2.5 Agency represents and warrants that it shall only submit, access, use and disclose Transaction Data for use in Agency's official Law Enforcement Agency duties. Agency maintains sole responsibility for activity taking place under its user accounts and is responsible for any use, misuse or disclosure of Transaction Data accessed by its users.
- 2.6 Agency is responsible for securing Transaction Data accessed from Leads' System, and agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state Transaction Data security breach laws and the GLBA.
- 2.7 Agency understands and acknowledges that Transaction Data and other records accessible by Law Enforcement Officials via Leads' System contains non-public personally identifiable information that is unrelated to any Agency case. This includes Transaction Data submitted by businesses and Law Enforcement Agencies outside of Agency's jurisdiction and outside of Agency's state. Such Transaction Data and other information may not be eligible for disclosure in response to a public record request according to applicable law. Leads does not grant Agency access to Leads' System for the purpose of searching records to respond to a public records request when Agency did not have the record at the time the public records request was made. If Agency searches Leads' System in response to a request for Public Records, Agency is acting of its own accord.
- 2.8 Agency is responsible for using devices and browsers capable of connecting via an encrypted internet connection.
- 2.9 Agency is responsible for promptly notifying Leads when a user is no longer employed by Agency or is otherwise no longer authorized to access Leads' System.
- 2.10 Agency agrees to promptly notify Leads of any conditions that Agency believes may represent or result from a security incident or vulnerability, including the possible compromise of a user's password. Please send any notifications to privacy@leadsonline.com.

2.11 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

3. Responsibilities of Leads

- 3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Transaction Data for access only by Law Enforcement Officials.
- 3.2 Leads agrees to secure Transaction Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.
- 3.3 Leads agrees to limit access to Agency Files to authorized Law Enforcement Officials, and shall apply safeguards to protect Agency Files according to standards applicable to the information in Agency Files. Leads agrees to purge all Agency Files according to CJIS standards upon Agency's written request.
- 3.4 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

4. Conditions for use of Leads' System

- 4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 United States Code), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.
- 4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.
- 4.3 Agency represents it is a Law Enforcement Agency.
- 4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.
- 4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and providing access to Transaction Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user. Agency acknowledges that Leads does not enforce laws and only represents Agency in the capacity of receiving Transaction Data from Reporting Businesses and Law Enforcement Agencies and making information available to Law Enforcement Officials via Leads' System.

- 4.6 Leads uses a number of checks to identify inaccurate or incomplete Transaction Data, but cannot and does not represent or endorse the accuracy or reliability of Transaction Data or other information submitted by Reporting Business and Law Enforcement Agencies. Transaction Data is provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.
- 4.7 Leads is not responsible for ensuring the compliance of Reporting Businesses with their Transaction Data reporting obligations.
- 4.8 Agency will not discourage Reporting Businesses from submitting Transaction Data via Leads.
- 4.9 Transaction Data submitted by Reporting Businesses and Transaction Data and limited information from Agency Files submitted by Agency is accessible by Law Enforcement Officials with other Law Enforcement Agencies.

5. Term

- 5.1 This Agreement will become effective as of the Effective Date and remain in effect for three (3) years (the "Initial Term") and any renewal term, or until termination by Leads or Agency as described below.
- 5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term or any renewal term, the parties may renew this Agreement for an additional one-year term. Mutual agreement to renew will be evidenced by Leads' submission of a valid invoice for the renewal year at then-current pricing and Agency's payment of such invoice within thirty (30) days of renewal.
- 5.3 Following written notice and a cure period of not less than ten (10) days, either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.
- 5.4 The parties agree that any continuation of this Agreement from one fiscal year to the next is contingent upon annual fiscal appropriation and lawful approval by Agency's governing entity. Agency may terminate this Agreement by providing sixty (60) days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

6. Disclaimer and Indemnification

- 6.1 EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION 3 OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL TRANSACTION DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.

6.2 LEADS IS NOT LIABLE FOR ANY DAMAGES SUFFERED BY AGENCY OR ALLEGED BY ANY THIRD PARTY ARISING FROM AGENCY'S USE OF LEADS' SYSTEM UNLESS THERE IS A SHOWING OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT BY LEADS.

6.3 IN NO EVENT SHALL LEADS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF A REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.4 AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.

6.5 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads' System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any patents, trademarks, or copyrights of any other party by reason of the use or integration of any proprietary software, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, this paragraph shall not apply if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise from the misuse of Leads' System or Transaction Data or any other breach of this Agreement by Agency.

6.6 Agency shall ensure that any local law, instructions or directive given by Agency or Agency's Law Enforcement Officials related to Reporting Businesses ("Agency Directives") do not conflict with applicable laws. **LEADS SHALL NOT, UNDER ANY CIRCUMSTANCE, BE RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY CLAIM ARISING OUT OF OR IN ANY WAY CHALLENGING THE ENFORCEABILITY OR VALIDITY OF SUCH AGENCY DIRECTIVES OR APPLICABLE LAWS.**

6.7 The parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either party.

6.8 The parties agree that no provision of this Agreement extends either party's liability beyond the liability provided in applicable law, and no provision of this Agreement shall be considered a waiver by either party of any right, defense, or immunity available according to applicable law.

7. Miscellaneous

7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.

7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless either party deems the unenforceable provision to be essential to this Agreement, in which case either party may terminate this Agreement, effective immediately upon notice to the other party.

7.3 The parties reserve the right to disclose any information in response to a duly authorized subpoena.

- 7.4 Any waiver by either party of a breach of any provision of this Agreement by the other party or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by such party.
- 7.5 The parties acknowledge that all services provided under this Agreement are performed from Leads' facilities, and Leads does not physically come to Agency for purposes of providing any services related to this Agreement.
- 7.6 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.
- 7.7 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.
- 7.8 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located either in Dallas County or Collin County, Texas.
- 7.9 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.

LEADS**LeadsOnline LLC**

Signature: _____



Print Name: Alexander Finley

Title: Chief Executive Officer

Date: 05/08/2023

Address: 6900 Dallas Parkway, Suite 825
Plano, TX 75024-4200**AGENCY****City of Southgate Police Department**

Signature: _____



Print Name: Joseph March

Title: Director of Public Safety

Date: 05-08-2023

Address: 14710 Reaume Parkway Civic Ctr
Southgate, MI 48195

AGENCY AGREEMENT – Attachment 'A'

SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE

LeadsOnline System Capability	PowerPlus
Online reporting system for all pawn/secondhand stores and scrap metal recyclers	✓
Unlimited accounts/searches for your personnel working your cases	✓
Images of property, sellers, vehicles, thumbprints, e.c. as reported	✓
Legacy data Import (from existing in-house database)	✓
Updates, training and support for agency personnel and businesses	✓
Transaction Monitor – Audit system for reporting compliance	✓
ReportIt citizen property inventory system	✓
Automated NCIC/stolen property hits	✓
Message Inbox (alerts and communication to and from businesses)	✓
Daily Stats (hits and statistics for each investigator)	✓
Property Hold Management System	✓
Nationwide search access	✓
Saved (continuous) searches/Email hit alerts	✓
eBay First Responder Service	✓
OfferUp Search Listings	✓
Persons of Interest inter-agency suspect information system	✓
Suspect variations and associations reports	✓
Statement Analyzer	✓
Submit lists of known suspects and/or property (file upload)	✓
Phone Forensics Search	✓
CompStat Mapping System	✓
Annual subscription fee due on May 15, 2023 and on or before each anniversary thereof during the Initial Term. Increases will be limited to 3% annually during the Initial Term. Annual Subscription fee after the Initial Term will be invoiced according to then-current pricing and is due within 30 days of renewal.	\$4,151

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

PRISCILLA AYRES-REISS

PHILLIP J. RAUCH

ADRIENE PRICE

ED GAWLIK JR.

April 7, 2026

To The Honorable
Southgate City Council
Southgate, Michigan 48195

Re: **Appointments to Boards/Commissions**

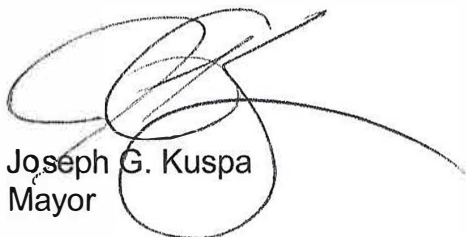
Ladies and Gentlemen:

Please be advised I have made the following appointments:

Public Safety Commission – for terms expiring April 2028

Christan Robinson
15552 Harvest Lane

Sincerely,



Joseph G. Kuspa
Mayor