

Southgate City Council Agenda

Council Chambers

14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday March 1, 2023

6:30pm Work Study Session

1. Officials Reports
2. Discussion of Agenda Items

7:00 pm Regular Meeting

Pledge of Allegiance

Roll Call: Ayres-Reiss, Colovos, George, Graziani, Kuspa, Rauch, Zamecki

Minutes:

1. Work Study Session Minutes dated February 15, 2023
2. Regular City Council Meeting Minutes dated February 15, 2023

Scheduled Persons in the Audience:

Consideration of Bids:

1. Letter from Mayor; Re: Purchase of Water System Supplies Page 6

Scheduled Hearings:

1. Public Hearing; Re: Demolition of 16133 Eureka Road Page 10

Communications "A":

1. Memo from Administrator; Re: Request for Public Hearing for Clean Water State Revolving Fund Project – Barberry Relief Sewer Page 18
2. Letter from Mayor; Re: Appointment to Plan Commission Page 19
3. Letter from Mayor; Re: Appointment to Board of Review Page 20
4. Letter from Mayor; Re: Purchase of Sewer Vactor Vehicle **(WAIVER OF BID)** Page 21
5. Letter from Mayor; Re: Bid for Street Sectioning Program **(WAIVER OF BID)** Page 30
6. Letter from Mayor; Re: Lease Golf Carts **(WAIVER OF BID)** Page 36
7. Memo from Administrator; Re: Rezoning of Parcel on Allen Road from C-2 to Planned Development 52

Communications "B" – (Receive and File):

Ordinances:

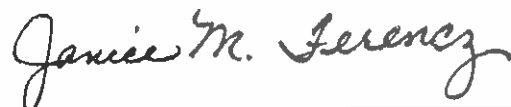
Old Business:

New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant #1468 \$2,205,337.20

Adjournment:



Janice M. Ferencz, City Clerk

City Council

Work Study Session

February 15, 2023

An Informal Meeting of the Council of the City of Southgate was held on February 15, 2023 at 6:30 P.M. and called to order by Council President Zoey Kuspa.

Present: Bill Colovos, Mark Farrah, Karen George, Christian Graziani, Zoey Kuspa, Phil Rauch

Absent: *Dale Zamecki, *excused

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

Mayor Kuspa presented Daniel Lovett with an Outstanding Citizen Award.

Mayor Kuspa did a presentation for Councilman Mark Farrah and his resignation/retirement from City Council.

Mayor Kuspa proclaimed the month of February as Black History Month.

Discussed the following agenda items:

- Collective Bargaining Agreement – Command Officers
- Purchase of PowerTime Schedule Software (Waiver of bid)
- Purchase of Livescan 500 Palm Scanner Upgrade (Waiver of bid)
- Reimbursement to Police Officers for Police Academy Costs; Police Cadet Policy #8-96
- Request for Public Hearing for Demolition of 16133 Eureka Road
- Approval of Application for Great Lakes Fence Company
- Resignation from City Council – Mark Farrah

This meeting ended at 6:49 pm.

City of Southgate

Regular City Council Meeting

February 15, 2023

A Regular Meeting of the Council of the City of Southgate was held on Wednesday, February 15, 2023 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, followed by roll call.

Present: Bill Colovos, Mark Farrah, Karen George, Christian Graziani, Zoey Kuspa, Phil Rauch
Absent: *Dale Zamecki, *excused

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

Minutes:

Moved by Rauch, supported by George, RESOLVED, that the minutes of the City Council Work Study Session dated February 1, 2023 be approved as presented. Carried unanimously.

Moved by Colovos, supported by Rauch, RESOLVED, that the minutes of the Regular City Council Meeting dated February 1, 2023 be approved as presented. Carried unanimously.

Moved by Rauch, supported by George, RESOLVED that the Southgate City Council hereby enters into a closed session at 7:01 p.m. to discuss Collective Bargaining Agreement; Command Officers and Discussion Re: Whiteaker vs. City of Southgate.

Roll Call

Rauch	yes
George	yes
Farrah	yes
Colovos	yes
Graziani	yes
Kuspa	yes
Zamecki	excused

Passes 6 – 0

Moved by Rauch, supported by George, RESOLVED that the Southgate City Council hereby re-enters the regular City Council session at 7:24 p.m.

Roll Call

Rauch	yes
George	yes
Farrah	yes
Colovos	yes
Graziani	yes
Kuspa	yes
Zamecki	excused

Passes 6 – 0

Regular City Council Meeting February 15, 2023

Communications "A":

1. Letter from Administrator; Re: Collective Bargaining Agreement – Command Officers moved by Farrah, supported by Colovos, RESOLVED that the Southgate City Council hereby approves the tentative agreement with the Command Officers Association and authorizes the Mayor and City Clerk to sign the agreement on behalf of the City.

Motion carried unanimously.

2. Letter from Mayor; Re: Purchase of PowerTime Scheduling Software (Waiver of Bid) moved by Colovos, supported by Farrah, RESOLVED THAT the Southgate City Council waives the bid procedure and awards the purchase of PowerTime scheduling software to PowerDMS (101 S. Garland Ave. Ste 300, Orlando< FL 32801) in the amount of \$1,106 for initial subscription through June 30, 2023, plus a one-time setup fee of \$2,300, totaling \$3,406 and the annual fee beginning in July 2023 will be \$3,349.60)

Motion carried unanimously.

3. Letter from Mayor; Re: Purchase of Livescan 500 Palm Scanner Upgrade (Waiver of Bid) moved by Rauch, supported by George, RESOLVED THAT the Southgate City Council waives the bid procedure and authorizes purchase of a Livescan 500 Palm Scanner Upgrade to IDNetworks Identification Technologies, (7720 Jefferson Road, Ashtabula, OH 44004) in the amount of \$10,278.

Motion carried unanimously.

4. Letter from Mayor; Re: Reimbursement to Police Officers for Police Academy Costs: Police Cadent Policy #8-96 moved by Farrah, supported by George, RESOLVED that the Southgate City Council approves the reimbursement of tuition costs (over the next five years) to cadets who successfully complete the police academy and transition to police officer positions under Police Cadet Policy #8-96.

Motion carried unanimously.

5. Memo from Administrator; Re: Request for Public Hearing for Demolition of 16133 Eureka Rd moved by Colovos, supported by George, RESOLVED that the Southgate City Council schedules a public hearing on Wednesday, March 1, 2023 at 7:00 p.m. to be held in the Norman J. Wurmlinger Municipal Center City Council Chambers.

Motion carried unanimously.

6. Letter from Building Director; Re: Approval of Application for Great Lake Fence Company moved by Colovos, supported by Rauch, RESOLVED that the Southgate City Council hereby concur with the Building Director's recommendation to approve a fence application for property at 12862 Reeck Rd (Frito Lay) to install barbed wire fencing with the Great Lake Fence Company.

Motion carried unanimously.

Communications "B":

1. Letter from Councilman Mark Farrah; Re: Resignation from City Council, moved by Rauch, supported by George, RESOLVED THAT communications B, is hereby received and filed.

Motion carried unanimously.

Regular City Council Meeting February 15, 2023

Unscheduled Persons in Audience:

- 1) Councilman Lilian Ross introduced herself from Lincoln Park.
- 2) Robert Pawlowski, 12757 Chestnut, well wishes for Councilman Farrah, incoming Council member Priscilla Ayres-Reiss, and MSU condolences.

Claims and Accounts:

Moved by Graziani, supported by Rauch, RESOLVED, that Claims and Accounts be paid as outlined on Warrant #1467 for \$5,035,074.21.

Motion carried unanimously.

Adjournment:

Moved by Farrah, supported by Rauch, RESOLVED THAT this Regular Meeting of the Southgate City Council be adjourned at 7:37 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

BILL COLOVOS

MARK FARRAH

KAREN E. GEORGE

PHILLIP J. RAUCH

DALE W. ZAMECKI

February 23, 2023

To the Honorable
City Council
Southgate, Michigan 48195

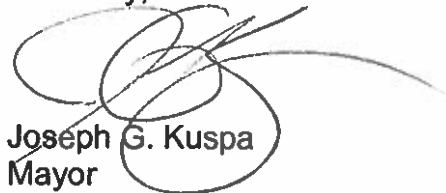
Re: Purchase of Water System Supplies

Ladies and Gentlemen:

I have reviewed the above and concur with the DPS Director to award the purchase of Water System Supplies to Core and Main, LP., Canton, Michigan in the amount of \$30,760.49. Core and Main were the only bidder to meet specifications.

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

Sincerely,



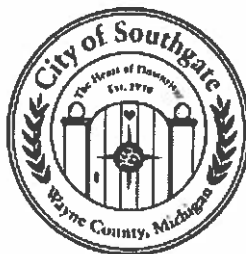
Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
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Council President

CHRISTIAN GRAZIANI

BILL COLOVOS

MARK FARRAH

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PHILLIP J. RAUCH

DALE W. ZAMECKI

MEMORANDUM

TO: The Honorable Mayor and City Council

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

DATE: February 23, 2023

RE: Recommendation to Approve Bid Award for Purchase of Water System Supplies – Lead-free Corp. Stops, Curb Stops & Couplings

I have reviewed the above and concur with the DPS Director to award the purchase of water main supplies to Core and Main, LP (Canton MI) in the amount of \$30,760.49. Core and Main were the only bidder that met the bid specifications.

Funds are available in the Water & Sewer Fund for this bid award.

From the Desk of:
Kevin Anderson
Director, D.P.S.
February 23, 2023

To: Dan Marsh
Finance Director

Re: Bid Recommendation: Water System Supplies – Lead-free Corp. Stops,
Curb Stops & Couplings

I have reviewed the bids submitted for Water System Supplies, (lead-free corp. stops, curb stops, & couplings), we find Core and Main, LP to be the best choice for the city, based upon the following:

- They are the only company that met the bid specifications

Therefore, I recommend that (for a period of two years) the bid be awarded to:

Core and Main, LP 4901 Dewitt Canton, MI 48188 (734) 398-5950
--

If you have any questions, please contact me.

KA/sd



Enclosures: Bid Tabulation

(D/Bids-A: F4 Bid Recommendation: Water System Supplies)

City of Southgate
14719 Schafer Court
Southgate, MI 48195
(734) 258-3074

Department of Public Services

Bid Tabulation – Lead-free Corp. Stops, Curb Stops & Couplings

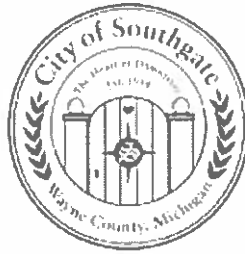
Bid Opening: February 16, 2023

Company	Bid Amount
Core and Main, LP	\$ 30,760.49
Etna Supply	29,627.70 (prices expire 2/29/24 and use Ford not Mueller as specified)
Ferguson Waterworks	\$ 26,735.00 (only guaranteed pricing for 1 year)

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

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DALE W. ZAMECKI

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator *DM*

Date: February 23, 2023

Re: Public Hearing for Demolition of 16133 Eureka Rd.

On February 7, 2023 the Dangerous Buildings Board met to discuss 16133 Eureka Rd. The Dangerous Buildings Board recommended that building be demolished. In your agenda packet is the notification to the property owner regarding the Dangerous Buildings Board Public Hearing, the minutes from the meeting held on February 7, 2023 and pictures of the property. If you have any questions please contact me.

City of Southgate

DEPARTMENT OF BUILDING AND SAFETY ENGINEERING
14400 DIX-TOLEDO ROAD, SOUTHGATE MICHIGAN 48195
PHONE: (734) 258-3027
FAX: (734) 281-6670
www.southgatemi.org

January 6, 2023

CERTIFIED MAIL

Equity Trust Company
1203 Briar Post Court
Bel Air, MD 21015

Re: 16133 Eureka Rd

In accordance with the terms and conditions of Chapter 1460, "Dangerous Buildings," of the City Code, you are hereby notified that the referenced building located at 16133 Eureka Rd has been determined to be a dangerous building based on ordinance 1460.01 (b) which states whenever any portion has been damaged by fire, wind, flood or any other cause in such a manner that the structural strength or stability is appreciably less than it was before such catastrophe, and is less than the minimum requirements of this Building and Housing Code for a new building or similar structure, purpose or location;

In view of these unacceptable conditions, the Dangerous Buildings Board will meet on Tuesday February 7, 2023 at 3:00 p.m. in the Council Caucus Room at the City Hall Building to consider why this dangerous structure should not be ordered to be demolished.

You and legal counsel, if desired, are invited to attend.

Sincerely,



Timothy L. Leach
Building Inspections Director

TLL/mg

Attachment

Cc: Mayor
City Administrator
Dangerous Building Board Members
Fire Chief
Police Chief
Director Public Services
City Attorney
Council Members
Post copy on building involved

DANGEROUS BUILDING BOARD

MINUTES

16133 EUREKA

February 7, 2023

Present: Robert Hines Dangerous Buildings Board, Mike Yoos Dangerous Buildings Board, Tim Leach Building Inspections Director, Ed Zelenak City Attorney, and Michelle Gendron Building Department Secretary.

The meeting was called to order at 3:06pm with the Dangerous Building Board considering the residential property at 16133 Eureka.

Roll Call was taken: Robert Hines and Mike Yoos present to constitute a quorum.

Motion by Yoos, supported by Hines to nominate Bob Hines as chairman and Mike Yoos as vice Chairman. Motion carried unanimously.

Director Leach presented the following:

Notices were sent out in March 2022 and September 2022 to apply for permits to repair property, no response.

Sent certified letter on January 6, 2023 with no response.

Bob Hines said the property is unsafe and in need of securing. Fire Department confirmed they would go by and secure the building.

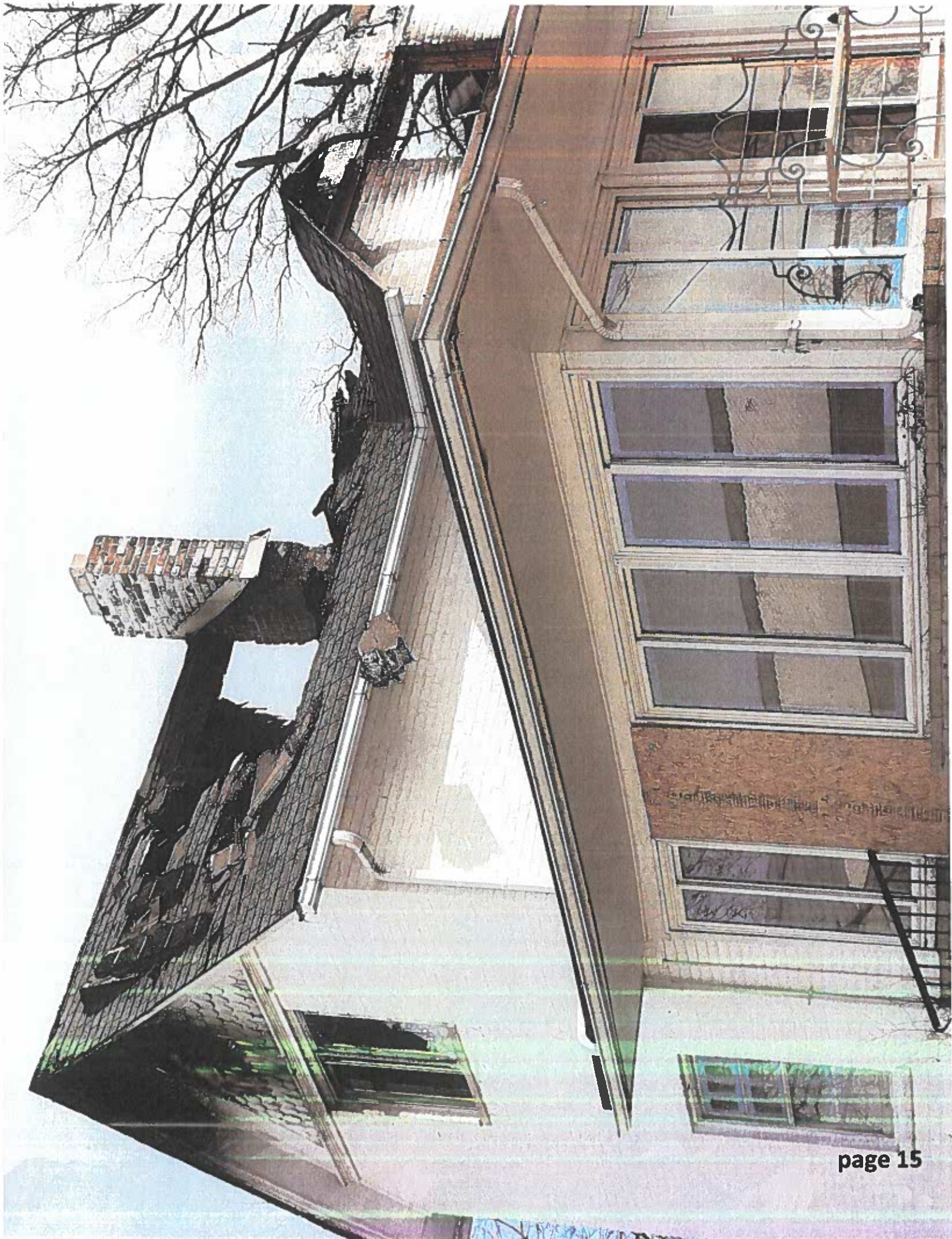
Motion by Hines, supported by Yoos to recommend to City Council 16133 Eureka be demolished using the insurance surety escrow of \$13,835.00 within 45 days. Motion carried unanimously

Motion by Hines, supported by Yoos to adjourn the meeting at 3:18pm . Motion carried unanimously.

Respectfully submitted

Michelle Gendron









JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
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BILL COLOVOS

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KAREN E. GEORGE

PHILLIP J. RAUCH

DALE W. ZAMECKI

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator 

Date: February 23, 2023

Re: Request for Public Hearing for Clean Water State Revolving Fund Project –
Barberry Relief Sewer

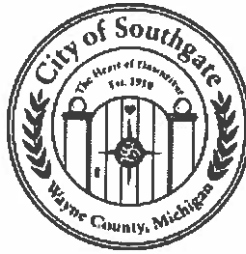
The Administration is requesting a resolution for a public hearing to be held during the March 15, 2023 City Council Meeting regarding the Clean Water State Revolving Fund (CWSRF) loan for the Barberry Sewer Relief Project. The purpose of the meeting is to present the Sewer System Improvement and receive comments from interested parties.

Your favorable consideration is requested.

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

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DALE W. ZAMECKI

February 22, 2023

To The Honorable
Southgate City Council
Southgate, Michigan 48195

Re: Appointment to Boards/Commissions

Ladies and Gentlemen:

Please be advised I have made the following appointment:

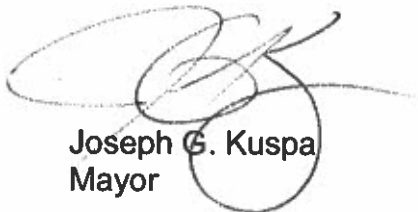
Plan Commission – for a term expiring December 2023

Eric Codrington 13825 Somerset Court

This appointment replaces Barb Biskner who resigned from the commission.

Your concurrence on this appointment is greatly appreciated.

Sincerely,



Joseph G. Kuspa
Mayor

Cc: City Clerk

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

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DALE W. ZAMECKI

February 23, 2023

To The Honorable
Southgate City Council
Southgate, Michigan 48195

Re: Appointment to Boards/Commissions

Ladies and Gentlemen:

Please be advised I have made the following appointment:

Board of Review – for a term expiring June 2023

Paul Knott 12940 Devoe

This appointment replaces Chris Poirier who resigned from the board.

Your concurrence on this appointment is greatly appreciated.

Sincerely,

Joseph G. Kuspa
Mayor

Cc: City Clerk

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

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DALE W. ZAMECKI

February 23, 2023

To the Honorable
City Council
Southgate, Michigan 48195

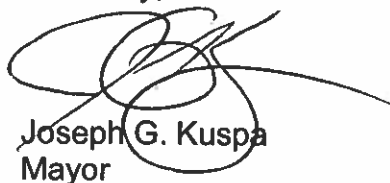
Re: Purchase of Sewer Vactor Vehicle **(WAIVER OF BID)**

Ladies and Gentlemen:

I have reviewed the above and concur with the DPS Director to waive the bid process and award purchase of a sewer vactor vehicle to Jack Doheny Company, Northville, Michigan in the amount of \$554,335.46. This vehicle was priced using the Sourcewell cooperative bid prices, and is being purchased through the Doheny Company as the local vendor utilizing the national bid.

Funds are available in the Water & Sewer Fund; this vehicle was originally included in the FY 2021/22 budget but not purchased.

Sincerely,



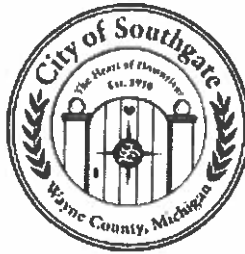
Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
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City of Southgate

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DALE W. ZAMECKI

MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: Douglas Drysdale, Assistant City Administrator / Finance Director

DATE: February 23, 2023 DJD

RE: Recommendation to Approve Bid Award for Purchase of Sewer Vactor Vehicle (**BID WAIVER**)

I have reviewed the above and concur with the DPS Director to waive bidding and award purchase of a sewer vactor vehicle to Jack Doheny Company (Northville MI) in the amount of \$554,335.46. This vehicle was priced using the Sourcwell cooperative bid prices, and is being purchased through the Doheny Company as the local vendor utilizing the national bid.

Funds are available in the Water & Sewer Fund; this vehicle was originally included in the FY 2021/22 budget but not purchased.



DEPARTMENT OF PUBLIC SERVICES

14719 Schafer Court· Southgate, Michigan 48195
Ph: (734) 258-3074· Fax: (734) 246-1333

Memorandum

To: The Honorable Mayor and Members of City Council

From: Kevin Anderson, DPS Director

Date: February 22, 2023

Re: Request to Purchase Sewer Vactor Vehicle

The Department of Public Services/Water Department is requesting to purchase a Combination Single Engine Dual Stage Sewer Cleaner with Hydrostatic Driven Vacuum System mounted on a Heavy Duty Truck Chassis, Vactor Vehicle from Jack Doheny Company. Our current Vactor Vehicle is 16 years old. Over the last 5 years we have spent approximately \$30,000.00 in repairs and is currently in need of approximately \$30,000.00 of additional repairs. If you have any questions, please contact me. I would appreciate your favorable consideration of this request.

Kevin Anderson,
DPS Director

KA/sb



Date: 1/17/2023
Branch: 1100

Combination Single Engine Dual Stage Sewer Cleaner with Hydrostatic Driven Vacuum System
Mounted on a Heavy Duty Truck Chassis



Sourcewell Contract #101221-VTR

City of Southgate
14719 Schafer Ct.
Southgate, MI 48195
Attn: Kevin Anderson
Phone: 734/258-3075

PROPOSAL ID: 18460
BM ID: 2023-51704

DOHENYCOMPANY.COM

2023

List

Selected

1	2115I-SE2	2100i Single Engine Fan, Dual Stage, 15 yrd Debris, Combo	\$318,966.00	\$318,966.00
1	2018i	Additional Water, 1500 Gal Total	\$4,923.00	\$4,923.00
1	3002ISTD	Vacuum, Single Engine - Dual Stage Fan	\$0.00	\$0.00
1	5002IA	80 GPM/2500 PSI Jet Rodder pump	\$0.00	\$0.00
1	011ISTD	Aluminum Fenders	\$0.00	\$0.00
1	012ISTD	Mud Flaps	\$0.00	\$0.00
1	014ISTD	Electric/Hydraulic Four Way Boom	\$0.00	\$0.00
1	016ISTD	Color Coded Sealed Electrical System	\$0.00	\$0.00
1	019IASTD	Intuitouch Electronic Package	\$0.00	\$0.00
1	020ISTD	Double Acting Hoist Cylinder	\$0.00	\$0.00
1	025IASTD	Handgun Assembly	\$0.00	\$0.00
1	026ISTD	Ex-Ten Steel Cylindrical Debris Tank	\$0.00	\$0.00
1	030ISTD	Flexible Hose Guide	\$0.00	\$0.00
1	032ISTD	(3) Nozzles with Carbide Inserts w/Rack	\$0.00	\$0.00
1	045ISTD	Suction Tube Storage	\$0.00	\$0.00
1	046ISTD	1" Nozzle Pipe	\$0.00	\$0.00
1	048ISTD	10' Leader Hose	\$0.00	\$0.00
1	1001ISTD	Flat Rear Door w/Hydraulic Locks	\$0.00	\$0.00
1	1005ISTD	Dual Stainless Steel Float Shut Off System	\$0.00	\$0.00
1	1024ISTD	Debris Body Vacuum Relief System	\$0.00	\$0.00
1	1031ISTD	Debris Deflector Plate	\$0.00	\$0.00
1	1033ISTD	60" Dump Height	\$0.00	\$0.00
1	1041ISTD	Debris Body-Up Message and Alarm	\$0.00	\$0.00
1	2001ISTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator	\$0.00	\$0.00
1	2011ISTD	3" Y-Strainer at Passenger Side Fill with 25' Fill Hose	\$0.00	\$0.00
1	2022ISTD	Additional Water Tank Sight Gauge	\$0.00	\$0.00
1	2023ISTD	Liquid Float Level Indicator	\$0.00	\$0.00
1	3019ISTD	Digital Water Pressure Gauge	\$0.00	\$0.00
1	4000ISTD	180 deg. Non-Extending Boom	\$0.00	\$0.00
1	4006ISTD	Front Joystick Boom Control	\$0.00	\$0.00
1	4010ISTD	Boom Hose Storage	\$0.00	\$0.00
1	4017ISTD	Boom Out of Position Message and Alarm	\$0.00	\$0.00
1	4022ISTD	Telescopic Boom Elbow, Standard	\$0.00	\$0.00
1	5011ISTD	3" Y-Strainer @ Water Pump	\$0.00	\$0.00
1	5015ISTD	Midship Handgun Coupling	\$0.00	\$0.00
1	5022ISTD	Side Mounted Water Pump	\$0.00	\$0.00
1	6005IDSTD	Digital Hose Footage Counter	\$0.00	\$0.00
1	6007ISTD	Hose Reel Manual Hyd Extend/Retract	\$0.00	\$0.00
1	6009ISTD	Hose Reel Chain Cover	\$0.00	\$0.00
1	6020IBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity	\$0.00	\$0.00
1	6017ISTD	Hydraulic Tank Shutoff Valves	\$0.00	\$0.00
1	7001ISTD	Tachometer/Chassis Engine w/Hourmeter	\$0.00	\$0.00
1	7003ISTD	Water Pump Hour Meter	\$0.00	\$0.00
1	7004ISTD	PTO Hour Meter	\$0.00	\$0.00
1	7005ISTD	Hydraulic Oil Temp Alarm	\$0.00	\$0.00
1	8000ISTD	Circuit Breakers	\$0.00	\$0.00
1	8025ISTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn	\$0.00	\$0.00
1	9002ISTD	Tow Hooks, Front	\$0.00	\$0.00
1	9002ISTD	Tow Hooks, Rear	\$0.00	\$0.00
1	9003ISTD	Electronic Back-Up Alarm	\$0.00	\$0.00
1	9021ISTD	Camera System, Rear Only	\$0.00	\$0.00
1	S390ASTD	8" Vacuum Pipe Package	\$0.00	\$0.00

1	S560STD	Emergency Flare Kit	\$0.00	\$0.00
1	S590STD	Fire Extinguisher 5 Lbs.	\$0.00	\$0.00
1	1009I	Control Panel Box with Lighting	\$300.00	\$300.00
1	1003I	Debris Body Washout	\$1,851.00	\$1,851.00
1	1005IA	S.S Float Ball Cage for Float Shut Off System	\$675.00	\$675.00
1	1008I	6" Rear Door Knife Valve w/Camloc, 3:00 position	\$1,481.00	\$1,481.00
1	1008IB	6" Rear Door Drain Port, 6:00 position	\$695.00	\$695.00
1	1009I	Internally Mounted Trash Pump	\$12,894.00	\$12,894.00
1	1010I	Pump Off Plumbing to Front, Outlet Location will be dependent on supplied chassis	\$3,559.00	\$3,559.00
1	1014IB	304SS Centrifugal Separators, Dustboxes, Plenum and Crossover Tubes	\$12,024.00	\$12,024.00
1	1015I	Folding Pipe Rack, Curbside, 8" Pipe	\$1,285.00	\$1,285.00
1	1015IA	Folding Pipe Rack, Streetside, 8" Pipe	\$1,285.00	\$1,285.00
1	1015IB	Folding Pipe Rack, Rear Door, 8" Pipe	\$1,285.00	\$1,285.00
1	1016ISTD	Subframe Mounted, 2-Pipe Rack, 8"	\$0.00	\$0.00
1	1022I	Rear Door Splash Shield	\$1,885.00	\$1,885.00
1	1023I	Lube Manifold, with Lube Chart	\$2,800.00	\$2,800.00
1	2006I	Air Purge	\$1,585.00	\$1,585.00
1	3020I	Digital Water Level Indicator	\$825.00	\$825.00
1	3021I	Digital Debris Body Level Indicator Tied to Vacuum Relief	\$1,106.00	\$1,106.00
1	4015I	180 deg. 10ft Telescoping Boom	\$18,728.00	\$18,728.00
1	4011IB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display	\$3,812.00	\$3,812.00
1	4013I	Rotatable Boom Inlet Hose	\$695.00	\$695.00
1	5008IB	Cold Weather Recirculator, PTO Driven, 25 GPM	\$2,103.00	\$2,103.00
1	5010IA	Rodder System Accumulator - Jack Hammer on/off Control at Hose Reel	\$959.00	\$959.00
1	5015I	Handgun Couplers, Front and Rear	\$741.00	\$741.00
1	5021IC	Hydro Excavation Kit - Includes Lances w/ Shield, Nozzles, Storage Tray, and Vacuum Tube	\$3,188.00	\$3,188.00
1	5023I	Fan Flushout System	\$612.00	\$612.00
1	5029I	Cyclone Washout System	\$595.00	\$595.00
1	6002IB	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$1,111.00	\$1,111.00
1	6004IC	Hose Wind Guide (Dual Roller), Auto, Power Indexing	\$5,772.00	\$5,772.00
1	6004ID	Rodder Hose Pinch Roller	\$1,704.00	\$1,704.00
1	6014I	High Pressure Hose Reel	\$1,789.00	\$1,789.00
1	6019I	Rodder Pump Drain Valves	\$600.00	\$600.00
1	6031I	Front Hose Reel Tool Storage	\$360.00	\$360.00
1	8001IM	Rear Directional Control, LED Arrowstick	\$2,155.00	\$2,155.00
1	8002IA	Wireless, Waterproof, Rechargeable, Handheld, LED Spot Light w/12V Charger	\$435.00	\$435.00
1	8020IL	14 Light Package, 14 Federal Signal Strobe Lights, LED	\$3,944.00	\$3,944.00
1	8027I	LED Mid-Ship Turn Signals	\$653.00	\$653.00
1	8028I	Worklights (2), LED, Boom	\$966.00	\$966.00
1	8029IA	Worklight, LED, Operators Station	\$719.00	\$719.00
1	8029IB	Worklight, LED, Hose Reel Manhole	\$719.00	\$719.00
1	8029IC	Worklight, LED, Curb Side	\$713.00	\$713.00
1	8029ID	Worklight, LED, Street Side	\$713.00	\$713.00
1	9023I	Safety Cone Storage Rack - Drop In Style	\$198.00	\$198.00
1	9023IB	Additional Safety Cone Storage Rack - Drop In Style	\$198.00	\$198.00
1	9070IA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers	\$2,391.00	\$2,391.00
1	9070IB	Long Handle Tool Storage	\$422.00	\$422.00

1	9071IEL	Toolbox, Behind Cab - 16w 30h x 96d - with Lighting	\$4,113.00	\$4,113.00
1	9072iBL	Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d - with Lighting	\$2,231.00	\$2,231.00
1	9075IAL	Toolbox, Driver Side Subframe, 60w x 20h x 12d - with Lighting	\$2,255.00	\$2,255.00
1	i112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base	\$0.00	\$0.00
1	i124STD	Vactor 2100l Body Decal, Standard	\$0.00	\$0.00
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied	\$0.00	\$0.00
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer	\$0.00	\$0.00
	Chassis:			
1	PAFT370A-E	Tandem Axle, Freightliner 114SD SBA 6x4, 370 HP, Auto, 66,000 GVWR, GHG	\$126,868.00	\$126,868.00

Paint:

Module Paint Color - Blue
Cab Color - White

Sourcewell Build-Proposal Summary

Module/Options Total:	\$ 435,018.00
Options Sourcewell Discount 3%:	\$ 13,050.54
Module/Options Total per Sourcewell Price Schedule:	\$ 421,967.46
Chassis:	\$ 126,868.00
Total with Module, Options, Chassis and Surchrg:	\$ 548,835.46
Freight and PDI:	\$ 3,500.00
Field Training:	\$ 2,000.00
Total:	\$ 554,335.46

Terms and Conditions

*****Surcharges or rate increases issued by manufacturer that affect this quote following quote acceptance, but prior to order delivery, will be the responsibility of Buyer. Any surcharge or increase that is applied to this purchase will be applied at same cost as issued by manufacturer.*****

Acceptance of this Proposal is subject to availability of the Equipment listed above.

Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.

The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.

Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties.

If this Proposal is not executed by both parties within thirty (30) calendar days from the Proposal Date, this Proposal shall become null and void, unless subsequently executed by both Buyer and Seller.

Following quote acceptance, customer will receive a Build Specification Acknowledgement via DocuSign. This must be reviewed and signed within 14 days of receipt to confirm and secure order.

Thank you for your consideration of this proposal.

Sincerely yours,

Adam Mazzara

Regional Sales Representative

608/712-6893

AdamMazzara@DohenyCompany.com

This proposal becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.

Customer: _____

By: _____

Date: _____

Email: _____

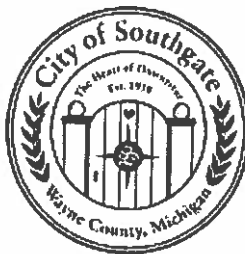
SALE OF NEW EQUIPMENT TERMS AND CONDITIONS

1. **THE AGREEMENT.** Jack Doherty Companies, Inc., (the "Seller") agrees to sell, transfer and convey its right, title and interest in the new goods, equipment, vehicles and/or other new items (collectively, the "Equipment") described in Seller's written Invoice for the Sale of New Equipment (the "Invoice") to the Buyer subject to the terms and conditions contained herein, which are incorporated into the Invoice, agreed to by the parties hereto, and together consists of the entire agreement between the Seller and Buyer (collectively, the "Agreement"). The Agreement shall be for the benefit of the Seller and Buyer and not for the benefit of any other person or entity. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by the Seller and Buyer, to the extent they differ from, modify, add to or change from the Agreement shall not be binding on the Seller.
 2. **TERMS OF PAYMENT.**
 - 2.1 **Payment Date.** All payments for the Equipment are due from Buyer on the date of the invoice unless other terms are agreed to in writing between Seller and Buyer. Payment shall be made to Seller at the address specified in the Agreement, without any offset or deduction for any reason.
 - 2.2 **Shipping Delays.** If any shipment is delayed at the request of Buyer, payment shall become due based on the date Seller is prepared to make shipment, and Seller may invoice Buyer based on such date. All prices for Equipment are F.O.B. Seller's shipping point.
 - 2.3 **Delinquent Payments.**
 - 2.3.1 Any payment not made by Buyer on or before its due date shall be subject to a late charge on any unpaid balance at a rate of 18% per annum, or the highest interest rate allowed by law, whichever is greater.
 - 2.3.2 If a payment is not made on or before its due date, Buyer agrees that Seller may elect, in addition to any other remedy at law or in equity, to cease performance under the Agreement and any other agreement between Buyer and Seller until such payment is rendered to Seller.
 3. **DELIVERY.** Seller does not guarantee delivery dates.
 4. **RISK OF LOSS.** Buyer assumes all risk of loss of Equipment upon delivery by Seller to carrier if Equipment is shipped. For Equipment that is shipped, Seller agrees to: (a) prepare the Equipment for shipment to Buyer; (b) deliver custody of the Equipment to carrier; (c) make appropriate arrangements for the transportation to carrier; and deliver documents to enable Buyer to obtain possession of the Equipment. Seller shall not be obligated to obtain insurance or to prepay transportation/carrier costs for the Equipment. Buyer agrees to be responsible for and to timely pay all loading, unloading and other charges incidental to transportation of the Equipment. Whether Seller pays transportation charges or not, risk of loss shall pass to Buyer upon delivery of the Equipment to a carrier.
 5. **INSPECTION OF EQUIPMENT.** Buyer has inspected the Equipment and is satisfied with the Equipment's condition.
 6. **INDEMNIFICATION.** Buyer shall indemnify, hold harmless and release Seller from any and all liabilities, losses, damages, claims, costs and expenses, including attorney fees, arising out of, in whole or in part, from (a) the design, or manufacture of the Equipment; or (b) the use of the Equipment by Buyer and those acting on Buyer's behalf.
 7. **MISCELLANEOUS.**
 - 7.1 **No Assignment.** There shall be no assignment of the Agreement by Buyer without the prior written approval of Seller. Any assignment of the Agreement shall not relieve Buyer of its obligations under the Agreement.
 - 7.2 **Force Majeure.** Neither party will be liable for any delay or failure to perform its obligations hereunder, other than a payment obligation, due to any cause beyond its reasonable control including without limitation, acts of God or of the public enemy, including terrorists, acts of the government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of the party whose performance is affected ("Force Majeure Events"); provided that the affected party provides the other party prompt notice of the applicable circumstance and uses commercially reasonable efforts to re-commence performance as promptly as possible; provided, further, that if the duration of such Force Majeure Event exceeds thirty (30) days, the other party may terminate the Agreement upon delivery of written notice to the affected party.
 - 7.3 **Venue.** The parties agree that any dispute under the Agreement shall be brought in the applicable state or federal court located in the county in which the Originating Branch is located and the parties waive any right to a jury trial.
 - 7.4 **Construction and Captions.** The parties acknowledge that each has reviewed the Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any exhibits or amendments hereto; and that section headings appearing in the Agreement are for convenience of reference only and they are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof. In the event any part of the Agreement is found to be ambiguous, such ambiguity shall not be construed against any party.
 - 7.5 **Entire Agreement.** The Agreement constitutes the sole and entire agreement between the parties and supersedes all prior and contemporaneous statements, promises, understandings or agreements, whether written or oral.
 - 7.6 **Amendments.** The Agreement may be amended, modified or altered at any time upon the approval of the Seller and Buyer; however, any such amendment must be in writing and signed by the Seller and Buyer in order for such amendment to be of any force and effect.
 - 7.7 **Partial Invalidity.** In the event that any provision of the Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions and provisions of the Agreement shall remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the Agreement and in such form, the remainder of the Agreement shall continue to be binding upon the parties.
 - 7.8 **Counterparts.** The Agreement and any amendment thereto may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of the Agreement by facsimile or email shall be effective as delivery of an originally executed counterpart of the Agreement.
 - 7.9 **Authority.** Each person(s) executing the Agreement as an agent or in a representative capacity warrants that he or she is duly authorized to do so.
- NO WARRANTY.** SELLER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MARKETABILITY OR FITNESS FOR PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY HEREBY DISCLAIMED. To the extent allowed by law and those agreements, Seller transfers and assigns to Buyer the Equipment manufacturer's warranties, if any such warranty is provided by the Equipment manufacturer. In no event shall Seller be liable to Buyer for any incidental, consequential, special, exemplary, and/or punitive damages, including without limitations, loss of revenue or profit.

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

BILL COLOVOS

MARK FARRAH

KAREN E. GEORGE

PHILLIP J. RAUCH

DALE W. ZAMECKI

February 23, 2023

To the Honorable
City Council
Southgate, Michigan 48195

Re: Bid for Street Sectioning Program – **WAIVER OF BID**

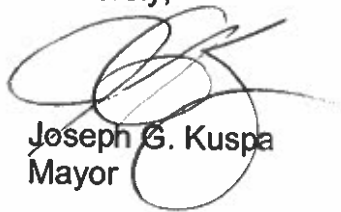
Ladies and Gentlemen:

It is recommended by the City Engineer and I concur, that the current contract with GV Cement, Brownstown, Michigan, be extended for the 2022 season at the 2018 bid rates. The City currently has a good working relationship with GV Cement.

Sufficient funds are available in the various department accounts to cover costs associated with this bid.

Your favorable consideration to this recommendation would be greatly appreciated.

Sincerely,



Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

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DALE W. ZAMECKI

MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: Douglas Drysdale, Assistant City Administrator / Finance Director ^{DJD}

DATE: February 22, 2023

RE: Recommendation to Approve Contract Extension for Street Sectioning Program (BID WAIVER)

I have reviewed the above and concur with the City Engineer's recommendation to award this contract extension to GV Cement Contracting Company (Brownstown Twp, MI). Prices will remain in line with their current 2018 contract.

Adequate funds are budgeted in the Water & Sewer Fund and the Street Fund for this contract extension.



February 20, 2023

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

**Re: 2023 Street Sectioning Program – Water Fund
2023 Catch Basin & Pavement Repair Program – Street Fund
Request for Contract Extension to GV Cement Contracting Company
City of Southgate
Hennessey Project No. 13106.23 & 13113.23**

Dear Mr. Marsh:

Enclosed is a copy of two February 16, 2023 letters our office received from GV Cement Contracting Company (GV Cement) regarding an extension of their current 2018 contract for the City wide Street Sectioning Program and the Catch Basin and Pavement Repair Program for the 2023 construction season. GV Cement is not requesting an increase in any of their unit prices.

GV Cement was awarded the annual Catch Basin and Pavement Repair Program and the Street Sectioning Program several years ago. GV Cement has been approved for contract extensions since 2019 and has always performed well for the City. I have no reason not to recommend them for this work and the contract extension. The bids received by GV in 2018 were very reasonable and I would expect to see higher bid prices if this project were to be formally bid out for the upcoming construction season. We anticipate this year an increase in material costs including a likely 15% increase in concrete.

Therefore, I recommend that City Council grant the extension for the 2023 Street Sectioning Program – Water Fund, and the Catch Basin and Pavement Repair Program - Street Fund, to GV Cement Contracting Company. The amount of work to be performed for the 2023 programs will be determined from the approved budget. If the City Council grants the extension, an appropriate change order will be prepared after completion of the work.

If you have any questions or need additional information, please do not hesitate to contact me.

Very Truly Yours,

HENNESSEY ENGINEERS, INC

A handwritten signature in black ink that reads "John M. Miller".

John M. Miller
Project / Construction Manager



cc: Doug Drysdale, Finance Director, City of Southgate
Kevin Anderson, DPS Director, City of Southgate
John J. Hennessey, P.E., Vice-President, Hennessey Engineers, Inc.
Vince Vitale, President, GV Cement Contracting, Inc.

File B.3

G.V. Cement Contracting Co.

20000 Dix-Toledo Highway • Brownstown, Michigan 48183 • (734) 479-2180 • Fax: (734) 479-0022

February 16, 2023

Mr. John Miller, Project Manager
Hennessey Engineers, Inc.
13500 Reeck Road
Southgate, MI 48195

Re: City of Southgate
Street Sectioning Pavement Repair Program- Water Fund # 13106

Dear Mr. Miller:

With respect to the above-mentioned project, I am requesting an extension of our current contract to cover the work that will be completed in the 2023 construction season. The project would be done using the current contract unit prices.

I look forward to continue working with you and the City of Southgate. Please contact me if you would like to discuss this further or if you have any questions.

Sincerely,



Vincent J. Vitale
President

G.V. Cement Contracting Co.

20000 Dix-Toledo Highway • Brownstown, Michigan 48183 • (734) 479-2180 • Fax: (734) 479-0022

February 16, 2023

Mr. John Miller, Project Manager
Hennessey Engineers, Inc.
13500 Reeck Road
Southgate, MI 48195

Re: City of Southgate
Street Sectioning Pavement Repair Program- Street Fund # 13113

Dear Mr. Miller:

With respect to the above-mentioned project, I am requesting an extension of our current contract to cover the work that will be completed in the 2023 construction season. The project would be done using the current contract unit prices.

I look forward to continue working with you and the City of Southgate. Please contact me if you would like to discuss this further or if you have any questions.

Sincerely,



Vincent J. Vitale
President

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

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BILL COLOVOS

MARK FARRAH

KAREN E. GEORGE

PHILLIP J. RAUCH

DALE W. ZAMECKI

February 23, 2023

To the Honorable
City Council
Southgate, Michigan 48195

Re: Lease of Golf Carts **(WAIVER OF BID)**

Ladies and Gentlemen:

It is recommended by the Parks & Recreation Director and I concur, to waive the bid and that the lease of the 50 golf carts be awarded to Pifer, Inc, Holly, Michigan for a total lease price of \$173,750.00. Pifer will purchase our current fleet of 30 carts for \$2,000.00 each. Pifer will apply the \$60,000.00 purchase price to the lease which will adjust the net lease amount to \$113,750.00.

Sufficient funds are available in the Golf Course Fund to cover costs associated with this purchase. The first payment will not be due until approximately August 2024 after they apply the trade-in amount.

Your favorable consideration of this matter is requested.

Sincerely,

Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

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DALE W. ZAMECKI

MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: Douglas Drysdale, Assistant City Administrator / Finance Director

DATE: February 22, 2023

RE: Recommendation to Approve Bid Award for 5-Year Lease of Golf Carts to Pifer, Inc. (BID WAIVER)

DWD

I have reviewed the above and concur with the Parks & Recreation Director to waive bidding and award a 5-year lease of golf carts to Pifer, Inc. (Holly MI). The lease agreement is for 50 carts at a cost of \$695.00 per cart, per year, for a total lease agreement amount of \$173,750.00. Pifer will also purchase our existing fleet of 30 carts for \$2,000.00 each, for a trade-in value of \$60,000.00. The net amount due over the life of the lease agreement will be \$113,750.00.

Funding for this lease will be budgeted in the Golf Course Fund. However, Pifer will apply the trade-in amount against the lease payments, resulting in the first payment not being due until approximately August 2024.

Southgate Michigan

PARKS & REC

14700 Reaume Parkway—Southgate, MI 48195 (734)258-3035

To: Dan Marsh, City Administrator
From: Julie Goddard, Parks & Recreation Director
Date: February 9th, 2023
Re: SouthWinds Golf Carts

Our Golf Course is in need of Golf Carts for the upcoming season. Our current Golf Carts are over ten years old and are at the point where parts are becoming no longer available for us to purchase and fix. In addition, we are in need of an extra 20 carts to take our fleet from 30 to 50. We currently do not have enough carts to fulfill Golf Outings and therefore are losing bookings. We are also blocking the use of carts from 1-4 daily so that our leagues have enough to use when they arrive therefore losing cart revenue during those hours. The 20 additional carts would eliminate this issues.

I am asking that we waive the bid and enter into a Golf Car Service Agreement with Pifer, Inc. from Holly, Michigan. The agreement would be for a term of 60 months and would expire in 2027. I am asking for waiver of bid, at the current time—no other companies can provide carts until Spring 2025. This vendor also services several of the local courses in the area.

The vendor would maintain and service 50 EXGO TXT carts for us during the contract. They will provide weekly service, winter storage, winter service and emergency service. This agreement would eliminate spending any funds on parts for carts and will also free up time for our Golf Maintenance Supervisor to spend on course maintenance instead of on our aging carts daily.

The agreement would be for \$690.00 per cart per year and they would take our 30 Club Cars for \$2,000.00 each for a total of \$60,000.00. We would have no payments until August of 2024 at \$3,705.66 and then payment of \$5,791.66 for the month of September 2024 and April thru September for 2025-2027.

There are sufficient funds available in the Golf Course Budget.

It is my recommendation to the Administration and Council that we waive this bid and enter into an agreement with Pifer, Inc.

Respectfully Submitted,



Julie Goddard

GOLF CAR SERVICE AGREEMENT

Pifer, Inc. (hereinafter referred to as the vendor) with an address at 8341 E. Holly Road, Holly, Michigan 48442 and Southwinds Golf Course agree to the following terms and conditions of this agreement dated April 22, 2022.

TERMS: This agreement shall be for a term of 60 Months (5 Years) commencing on April 22, 2022 and shall expire April 22, 2027.

PAYMENT: For valuable consideration received and hereby acknowledged by both parties, the Club agrees to remit to the Vender \$695.00 per car per year plus applicable sales tax. Said payment to be remitted by the Club within ten (10) days of invoice to the Vendor's address listed herein.

UNITS: The vendor hereby agrees to maintain 50 units in good repair and operating condition subject to the terms and conditions of this agreement.

UNIT LOCATION: It is hereby agreed by both parties that the units shall be exclusively located at 14600 Reaume Parkway, Southgate, MI. 48195 and the Vendor shall endeavor to service the units at this location. Vendor reserves the right to transport the units to an outside location if major repairs are required.

SERVICE SCHEDULE: The Vendor agrees to service and maintain the units herein subject to the terms of this agreement on a Weekly - basis during all months the Club normally operates the units.

CLUB'S MAINTENANCE RESPONSIBILITIES: The Club agrees at their sole cost and expense to (a) on a daily basis charge, water and clean batteries; store and secure units and maintain vehicles except for normal wear and tear; (b) on a weekly basis to check and maintain tire pressure, wash and clean cars; (c) on an as needed basis, gas units only, check and refill oil using EZGO oil, repair flat tires, fine tune engines and tighten nuts and bolts.

VENDOR MAINTENANCE RESPONSIBILITIES: Subject to the terms and conditions of this agreement, the vendor agrees to keep all units herein in good repair and operating condition, doing so with reasonable dispatch and to replace with new parts and badly worn or broken parts. The vendor will repair or replace all accessories and components of the vehicles as may detract from their cosmetic condition or appearance for cars of comparable age, under normal conditions, subject to expected wear and tear.

DAMAGE: It is expressly agreed to by the club that the Vendor shall not be responsible herein for performing repairs caused by or due to abuse. Vandalism, accident, negligence, act of God or failure by the club to perform their maintenance responsibilities stated herein.

LOSS OR THEFT: Club must carry insurance to cover loss or theft per golf cars in the amount of \$4,995.00 each.

PARTS DISPOSITION: It is expressly agreed to by the Club that the Vendor shall be given title to and shall retain for the Vendor's use of disposition all parts and batteries replaced under this agreement.

VENDOR'S PERSONNEL: Vendor warrants that Vendor's service personnel will be qualified golf car mechanics. The vendor shall maintain workman's compensation coverage on its employees.

Lessee

Lessor

LEASE AGREEMENT

PIFER INC. (hereinafter called "Lessor") 8341 E. HOLLY RD. HOLLY, MI. 48442

hereby agrees to lease to Southwinds Golf Course (hereinafter called "Lessee"), with its principal place of business 14600 Reaume Parkway Southgate, MI. 48195

the personal property specified herein under the following terms and conditions of this Agreement dated January 27, 2023

1. **EQUIPMENT** — The term Equipment as used herein shall refer to the items listed on Schedule B which is attached hereto and incorporated herein by reference. Lessee acknowledges that the Equipment is of a size, design, description, and manufacture as selected by Lessee, and that Lessee is satisfied that the Equipment is suitable for Lessee's purposes.
2. **TERM** — The term of this Lease Agreement shall commence upon delivery of the Equipment or any portion thereof to Lessee and shall continue for a period ending 60 months after the first day of the 1st month succeeding the commencement date. This Lease Agreement may not be terminated by Lessee before the conclusion of the lease term other than for good cause consisting of Lessor's material breach its obligations under this Lease Agreement without the mutual consent of Lessor manifested by a written agreement signed by its President. Lessor may terminate this Lease Agreement at any time after providing Lessee with 30 days written notice of its intent to terminate.
3. **RENT** — Lessee agrees to remit to Lessor payments as specified on Schedule A, which is attached hereto and incorporated herein by reference. Any payment past due shall accrue late charges from the due date at the lower of (a) Lessor's then prevailing late charge rate, or (b) the highest rate permitted by law.

Each payment made pursuant to this Lease shall be applied first to any charges or other expenses due under the terms of this Lease and the remaining balance, if any, to any Rent then due.
4. **WARRANTIES** —

(a) Lessee acknowledges that Lessor is not the manufacturer or seller of the Equipment. LESSOR MAKES NO WARRANTY. OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY OF THE EQUIPMENT, OR ITS FITNESS FOR A PARTICULAR PURPOSE, OR THE DESIGN OR CONDITION OF THE EQUIPMENT. OR THAT THE EQUIPMENT SATISFIES THE REQUIREMENTS OF ANY LAW, GOVERNMENTAL REGULATION, CONTACT, OR SPECIFICATION.
5. **TITLE TO EQUIPMENT** — Lessee shall have no right, title or interest in the Equipment, except a leasehold interest to possess and use the Equipment during the term of the lease subject to the terms hereof. The Equipment is and shall remain personal property and shall not become part of Lessee's physical plant. Lessor shall have the right to display notice of its ownership on the Equipment by affixing to each piece of Equipment in a conspicuous place such as metal plate, or other form of notice that Lessor may reasonably require and Lessee will not alter, deface, cover, obscure, or remove such ownership notice. Except as provided in Section 20, upon termination of this Lease, Lessor shall be entitled to all Equipment leased herein and the Lessor or the Lessor's designates shall have the right to enter the Lessee's premises and remove same. It is understood and agreed that for all purposes this Agreement is intended to be a lease and that Lessee does not hereby acquire right, title, or interest to any Equipment leased hereunder, except the right to use the same under the terms provided herein.
6. **LIENS AND ALTERATIONS** — Lessee will keep Equipment free from any liens, claims or encumbrances and will not without the prior written consent of Lessor, make or suffer any changes, alterations, improvements or remove any parts, accessories or attachments other than in the course of routine maintenance.
7. **USE OF EQUIPMENT** — Lessee agrees and warrants that the Equipment leased herein will not be used or operated in violation of any law, ordinance or governmental regulation.
8. **ASSIGNMENT** — This Agreement and all rights of Lessor hereunder may be assigned by Lessor at any time without Lessee's consent, and after notice to Lessee of such assignment, Lessee agrees thereafter to make all lease payments hereunder to Lessor's assignee. In the event of any such assignment, the Lessee agrees that it shall not assert against Lessor's assignee, any defense, deduction, claim, counter claim or set off which Lessee may have against Lessor, whether arising out of this agreement or any other transaction or otherwise. After any such assignment all references to "Lessor" herein shall refer to the Lessor's assignee, and such assignee shall have all rights, privileges, and remedies of Lessor hereunder. Lessee shall not sell, transfer, assign, sublease, convey or pledge its interest in or to this Lease or the Equipment without the prior written consent of Lessor and any such sale, transfer, assignment, sublease, conveyance or pledge, whether by operation of law or otherwise, without the prior written consent of Lessor shall be void. Should the Lessee sell the golf club, he will notify the Lessor and the Lease Agreement will be transferred to the new owner.
9. **STORAGE** — The Lessee assumes the responsibility for the safe housing indoors or under suitable cover of Equipment during the night and non-utilized periods. The Lessee shall be required to repair all flat tires. Additional tires mounted on rims will be provided by the Lessor.
10. **INSPECTION BY LESSOR** — Lessee agrees that Lessor or Lessor's agent shall have the right, during Lessee's normal operating hours, to inspect the Equipment and the maintenance records of the Equipment. Upon inspection, Lessor may serve written notice to Lessee should there be incidence of noncompliance with the terms of this Agreement. If after ten (10) days from the date of such notice said non-compliance has not been corrected to the reasonable satisfaction of Lessor, Lessor shall have the option to:
 - (A) effect the necessary repairs and collect the cost of said repairs from Lessee;
 - (B) take possession of the subject Equipment and collect from the Lessee the cost of repairing the Equipment, all owing and unpaid lease payment and an amount equal to six times the monthly rental payment;

- (C) declare Lessee in default of this Agreement, and proceed to exercise its rights under Section 16 hereof.
11. **INSURANCE** — Lessee will, at its sole expense, carry hazard property damage, and public liability insurance with respect to the Equipment and the use thereof, in such amounts and with such insurers as are reasonably satisfactory to Lessor, and such insurance policies shall name Lessor as an insured thereunder, and provide for at least thirty (30) days written notice of cancellation to Lessor. The proceeds of any public liability or property damage insurance shall be payable first to Lessor to the extent of its liability if any, and the balance to Lessee. The proceeds of any fire, theft and extended coverage insurance with respect to the Equipment shall be payable solely to Lessor and shall be applied by Lessor toward the payment of Lessee's obligations hereunder and any balance of the proceeds shall be the property of the Lessor, provided that at Lessor's option such proceeds may be used for the repair or replacement of the affected Equipment.
12. **PERFORMANCE OF OBLIGATIONS OF LESSEE BY LESSOR** — If Lessee fails to timely and properly perform any of its obligations hereunder, Lessor may, but shall not be obligated to perform such obligations on behalf of Lessee, and the cost of such performance and the amount of the reasonable expenses of Lessor incurred in connection with such performance together with late charges of the rate specified in section 3 for late payments, shall be payable by Lessee upon demand by Lessor and such action by Lessor shall not be deemed a cure or waiver of any default of Lessee hereunder. Gasoline, E-Z Go Oil, or electricity required for the operation of said cars shall be furnished by the Lessee. Lessee agrees that he will not permit any other electrical or mechanical golf cars to be operated on said golf course except for member-owned cars. Lessee also agrees the golf car will not be used as a maintenance vehicle, carrying refreshments, or picking up balls from the driving range.
13. **LOSS OR DAMAGE** — Lessee shall bear the *entire* risk of loss, theft, partial or complete destruction, or damage of any Equipment from any cause whatever, whether or not insured against. In the event of loss or damage to any Equipment heretofore stated, Lessee shall pay to the Lessor the sum of the following:
- (A) all rent and all other sums due and owing in respect to such unit at time of such loss or damage plus:
 - (B) a residual value as specified on schedule A which is attached hereto.
- Upon Lessor's receipt of such payment, Lessee shall be entitled to Lessor's interest in such Equipment, for salvage purposes, in its then condition and location, "AS IS", "WHERE IS".
14. **TAXES** — Lessee will pay, or reimburse Lessor, for any and all sales use, property and any other taxes now or hereafter imposed by any state, federal or local government based upon the ownership, leasing, renting, sale or possession or use of the Equipment whether the same be assessed to the Lessor or Lessee, together with any penalties or interest in connection therewith, except taxes imposed or measured by the net income of the Lessor.
15. **INVESTMENT TAX CREDIT INDEMNIFICATION** — It is hereby agreed that Lessee shall indemnify and hold harmless Lessor from and against any loss or liability incurred by Lessor by reason of any disposition or other disqualifying use of the Equipment by Lessee affecting the Investment Tax Credit allowed for the Equipment under the Internal Revenue Code of 1954, as amended.
16. **DEFAULT** — The occurrence of any of the following events shall, at the option of the Lessor, terminate Lessor's obligation to provide and Lessee's right to possession of the Equipment:
- (A) The breach by the Lessee of any term, covenant, or condition of this lease;
 - (B) Should Lessee become bankrupt or insolvent, file for or be subjected to bankruptcy, receivership, reorganization, collection, or debtor/creditor proceedings of any kind, and/or be subject to any assignment, levy, or other adverse action of any kind which Lessor deems to impair Lessee's ability to operate and comply with any term, covenant, or condition of this lease.
- Upon the occurrence of any of the above events, Lessor has the right in its sole discretion to:
- (A) Enter any premise where any Equipment is located and to remove and retain same without liability of any kind to Lessee or any other party possessing the Equipment in any lawsuit, cause of action, or other proceeding brought by Lessee against Lessor under the law or in equity because of Lessor's intended or actual removal and retention of the Equipment;
 - (B) Recover from Lessee all amounts due or to become due from Lessee for the full term of the lease;
 - (C) Sell at public or private sale or lease any portion of the Equipment and, after deducting all cost incurred by Lessor, including, but not limited to, Equipment repair cost, recovery expenses, storage fees, attorney fees and other expenses incurred by Lessor due to Lessee's default, apply the proceeds of such sale or lease against amounts due or to become due from Lessee for the full term of the lease, but if such net proceeds are less than amounts due or to become due from Lessee for the full term of the lease, Lessee shall immediately pay to Lessor the remaining amounts due to Lessor;
 - (D) Pursue any other remedy at law or in equity available to Lessor against Lessee whether or not covered in this Lease Agreement and recover the attorney fees and cost it incurs as a result in addition to compensatory damages and equitable relief.
17. **NOTICE AND PAYMENTS** — All communications which may be or are required by Lessor or Lessee shall be in writing. Communications to the Lessor shall be addressed to: **PIFER INC.**
18. Such option shall be exercised by giving Lessor written notice of same no later than 30 days prior to the expiration of this Lease. The purchase price for the Equipment shall be as stated in Schedule A which is attached hereto. Lessee shall take title to the Equipment "AS IS, WHERE IS".
19. **SAVING CLAUSE** — In the event that any terms and provisions of this Agreement are in violation of, or prohibited by, any law, statute or ordinance of the state, or country in which it is used, the remainder of this Agreement shall not be invalidated.
20. **INDEMNIFICATION** — Lessee hereby agrees to indemnify, defend and hold Lessor, its agents, employees, successors and assigns, harmless from any and all claims, actions, demands, losses, damages, fines, penalties and liabilities, including expenses and attorney's fees and from any and all injuries or deaths of persons or damage to property, however arising, from or incident to this Lease Agreement and the action contemplated herein.
21. **ADDITIONAL DOCUMENTS** — Lessee agrees to execute, or obtain and deliver to Lessor, at Lessor's request, such additional documents as Lessor may reasonably deem necessary to protect Lessor's interest in the Equipment and in this Agreement, including, without limitation, financing statements, landlord's waivers, and mortgagee's waivers. Lessee shall pay, or reimburse Lessor on demand any filing fees or expenses incurred in connection with such additional

documents. The execution of financing statements, or the filing of the same shall be for information purposes only and shall not be construed as an intention by the parties that the Equipment is being sold to Lessee under this Agreement.

22. **ENTIRE AGREEMENT** — The parties agree that this instrument, together with attached Schedules and Addenda (if any) constitute the entire Agreement between the parties and that no verbal understanding not incorporated in this document binding upon either party. Both parties covenant to fulfill the obligations imposed upon them and waive any specific rights granted by state laws which might allow them to evade their respective responsibilities.
23. *The flowing schedule or schedules is/are hereby made part of this Agreement*

Schedule _____

Schedule _____

Schedule _____

IN WITNESS WHEREOF, the parties hereto, authorize their proper officers to execute this Agreement on the day and year first written above.

LESSOR _____

In the Presence of:

By: _____

Title _____

In the Presence of:

LESSEE _____

By: _____

Title _____

SCHEDULE A

Full Service Lease

Equipment Description 50 TXT EZGO Reconditioned Gas Golf Cars

Weekly Service, Winter Service, Winter Storage

Serial No. \$695.00 Per Car Per Year

Trade 30 Club Cars Gas @ \$2,000.00 each = \$60,000.00

Payment Schedule (not including sales tax) — Payment due on the 1st of the month.

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
April	<u>0</u>	<u>0</u>	<u>\$5,791.66</u>	<u>\$5,791.66</u>	<u>\$5,791.66</u>
May	<u>0</u>	<u>0</u>	<u>\$5,791.66</u>	<u>\$5,791.66</u>	<u>\$5,791.66</u>
June	<u>0</u>	<u>0</u>	<u>\$5,791.66</u>	<u>\$5,791.66</u>	<u>\$5,791.66</u>
July	<u>0</u>	<u>0</u>	<u>\$5,791.66</u>	<u>\$5,791.66</u>	<u>\$5,791.66</u>
August	<u>0</u>	<u>\$3,705.66</u>	<u>\$5,791.66</u>	<u>\$5,791.66</u>	<u>\$5,791.66</u>
September	<u>0</u>	<u>\$5,791.66</u>	<u>\$5,791.66</u>	<u>\$5,791.66</u>	<u>\$5,791.66</u>

Lessee _____

Lessor _____

By _____

By _____

Title _____

Title _____

SCHEDULE B

1. **LEASED PROPERTY:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following machinery and equipment together with all current or subsequent attachments, accessories, tools, and substitutions (the "Leased Property"):

Model and Description

Serial Number

2. **LOCATION OF LEASED PROPERTY:** The Leased Property shall be located by Lessee at the following address and shall not be moved or relocated without Lessor's prior written consent:
3. **INSTALLATION:** Lessee shall be responsible at its sole expense: (1) for all start-up costs; (2) for delivering all consents reasonably necessary in Lessor's judgment for installation use and removal of the Leased Property; and (3) for obtaining all permits, waivers of encumbrances and evidence of recordation reasonably necessary in Lessor's judgment with respect to the premises where the Leased Property is being installed. Lessor may elect (but is not obligated) to obtain such approval or to discharge such encumbrances, and in that event, Lessee shall reimburse Lessor promptly upon receipt of notices thereof. If installation is delayed for any reason other than Lessor's failure to tender the Leased Property, all charges shall still be due from and after the date this Lease commences under Section 2.
4. **INSPECTION AND ACCEPTANCE:** Within 30 days of delivery of the Leased Property, Lessee shall deliver a written notice to Lessor acknowledging acceptance or noting rejection. If notice is not received, it shall be conclusively presumed that Lessee has fully inspected the Leased Property, determined that it is in good repair, appearance and operating condition, and that it is fully accepted.

Lessee _____

Lessor _____

By _____

By _____

Title _____

Title _____



GOLF CARS - UTILITY VEHICLES - TURF EQUIPMENT
8341 E. HOLLY ROAD HOLLY, MICHIGAN 48442
PHONE 248-634-9444 FAX 248-634-0098

The reason why Pifer Inc. leases more golf cars than any other car company in Michigan is clear. We believe our full service lease is the most comprehensive program offered, but we'll let you decide.

PIFER'S FULL SERVICE LEASE

WINTER SERVICE – Golf cars are picked up and fully serviced by factory trained mechanics.

WINTER STORAGE – Golf cars are picked up by request of the course and returned the next spring.

WEEKLY SERVICE – Once a week a Pifer Inc. mechanic will visit your course to maintain or repair any lease car.

EMERGENCY SERVICE – In the unlikely event any lease car needs maintenance prior to your weekly service day, you can count on prompt service from Pifer Inc.

PRICE – Pifer Inc. has always had a very competitive price. At Pifer Inc. we quote a "season" price with six payments from April – September, unlike car companies which quote monthly prices, leaving the course to question whether they will have 6, 7 or 8 payments per "season".



GOLF CARS - UTILITY VEHICLES - TURF EQUIPMENT
8341 E. HOLLY ROAD HOLLY, MICHIGAN 48442
PHONE 248-634-9444 FAX 248-634-0098

WARRANTY VS. FULL SERVICE

WARRANTY = DEFECTIVE PARTS ONLY, NOT SERVICE

FULL SERVICE LEASE - 5 YEARS

1	SET STARTER BRUSHES		\$ 70.00
2	12 VOLT BATTERIES	@ \$90.00 EACH =	\$180.00
1	SET OF TIRES		\$240.00
1	SET OF BELTS		\$ 65.00
4	PLUGS		\$ 30.00
3	FILTERS; FUEL, AIR, OIL AND DISPOSAL		\$120.00
2	SET OF WHEEL BEARINGS		\$ 46.00
1	CLUTCH		<u>\$340.00</u>
			\$1091.00

DIVIDED BY 5 YEARS

\$218.20 +Labor

WARRANTY AND MAINTENANCE NOT SAME THING
5-YEAR WARRANTY NOT BUMPER TO BUMPER
FULL SERVICE ALL INCLUSIVE



The resources are abundant at E-Z-GO.

Since 1961, E-Z-GO has been part of Textron; a \$10 billion global, multi-industry company that helps us tap into a vast amount of resources to produce the world's premier golf cars and utility vehicles. Bell Helicopter, Cessna Aircraft, Jacobsen, Cushman and Textron Financial Corp. are all part of the Textron family. The breadth of expertise and experience from this partnership provides us with enormous opportunities and unlimited potential.

The best parts in any part of the world.

This is a product that's truly greater than the sum of its parts. And these are the most impressive parts in the industry. Like an automotive-quality body that sets the standard for golf cars. A Precision Drive System™ that was the first of its kind. A regenerative braking system that stops the golf world in its tracks. And our twin cylinder overhead cam engine provides golf course operators the performance their courses demand. All of this, plus backing by our in-house financial group, Textron Financial Corporation, a company providing valuable financing and leasing options to keep you rolling.



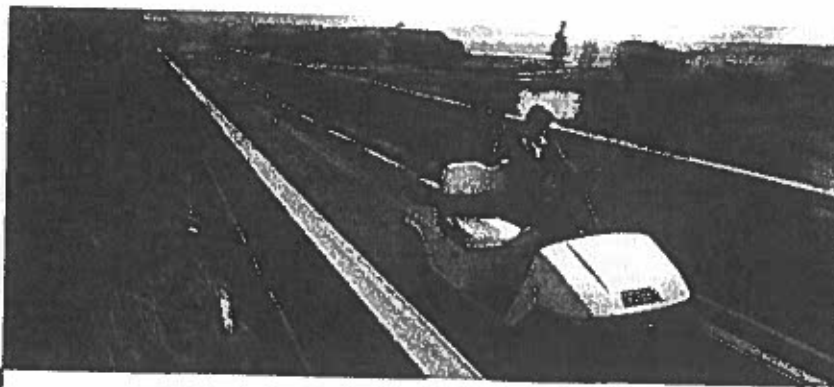
1961 E-Z-GO earned its first 1961 PGA Show and captured the attention of the golf world.



1970's What began as virtual obsession with excellence soon became the standard for an industry.

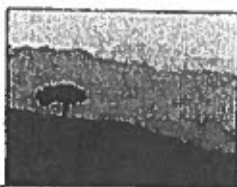


TEXTRON



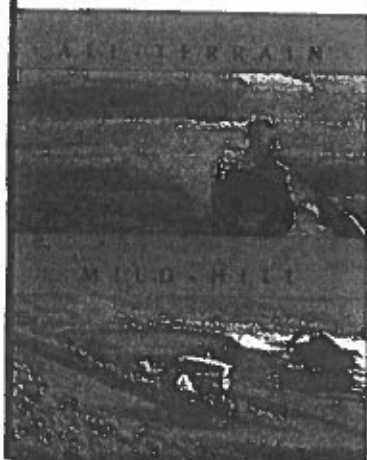
You can feel the electricity in the air.

This isn't an ordinary power supply. The TXT Electric runs on a 36-volt system. Remember, more volts do not necessarily mean more power. A Solid State Controller plus Inductive Throttle Sensor provides the TXT with a 100% Solid State Energy System. In short, this is a vehicle with more efficient operations and smooth, even acceleration. We knew you'd get a charge out of that.



Another E-Z-GO first: the Precision Drive System™

All golf courses are not created equal. Neither are all golf cars. And thanks to the patented Precision Drive System, you can choose a golf car with performance options best suited for the terrain of your golf course. This is the first golf car that comes custom-engineered to match your golf course, from All-Terrain, Mild Hill or Steep Hill course designs. It's technology that makes E-Z-GO second to none.



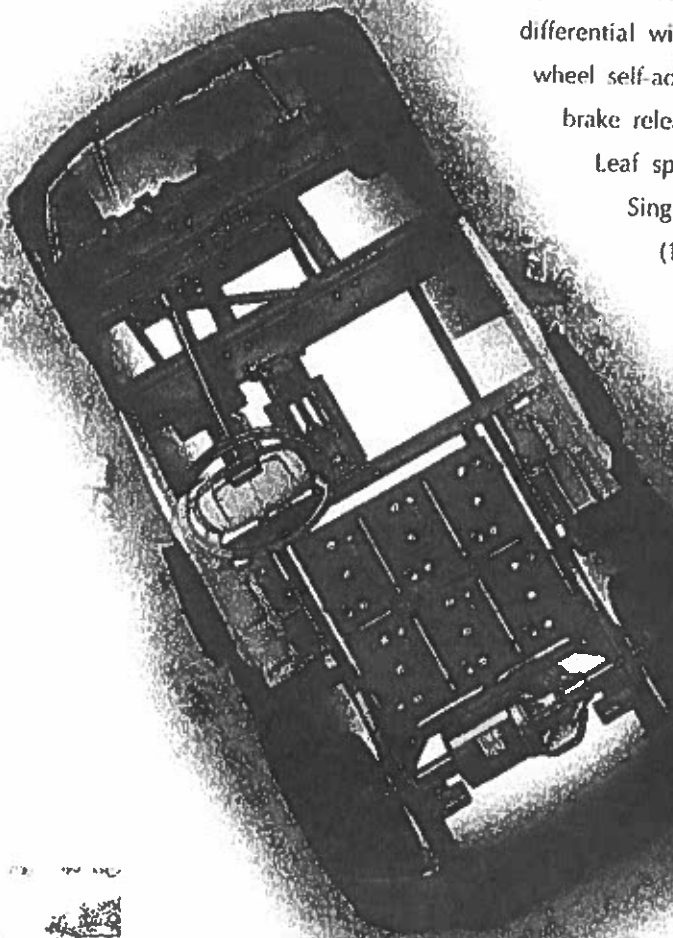
ELECTRIC SPECIFICATIONS

Motor: 36 volt DC high efficiency series wound, brazed armature, solid copper windings.

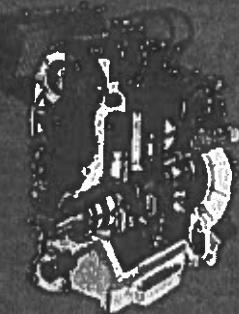
Batteries: Six, 6 volt deep cycle storage batteries (107 minute, 220 amp-hour @ 20 hour discharge rate). **Accelerator:** Solid state continuously variable speed

controller. **PowerWise® Charger:** Fully automatic line compensating 21 amp DC output at 36 volts; input 110-120 volts, 9.50 amps, 60 cycle AC, UL Listed, CSA Certified. **Transaxle:** High efficiency differential with helical gears, 12:44:1 ratio. **Brakes:** Dual, rear wheel self-adjusting mechanical drum brakes. Automatic park

brake release with self compensating system. **Suspension:** Leaf springs with hydraulic shock absorbers. **Steering:** Single reduction rack and pinion. **Speed:** 12-15 mph (19-24 km/h) **Weight:** 550 lbs. (250 KG), without batteries. **Length:** 92.6 inches (235 cm). **Width:** 46.5 inches (118 cm). **Height:** 47 inches (123 cm) (top of steering wheel). 67 inches (170 cm) (top of sun canopy). **Wheel Base:** 65.5 inches (166 cm). **Front Wheel Tread:** 33.5 inches (85 cm). **Rear Wheel Tread:** 38 inches (97 cm). **Clearance Circle:** 18.9 feet (57.2 m). **Load Capacity:** 800 lbs. (362 KG) including passengers, accessories and cargo. **Tires:** 18 x 8.5 x 8 standard (4-ply rated).



Specifications subject to change without notice.



Exclusive Twin Cylinder Overhead Cam Engine: Meets EPA and CARB Emissions Standards • Overhead camshaft for ease of maintenance • Efficient air filter reduces noise • Pressurized oil system provides consistent lubrication • Advanced ignition yields maximum fuel economy • Permanent oil filter is washable and environmentally sound • One cast aluminum head and crankcase add durability • Polyvalent cooling system prolongs operating life



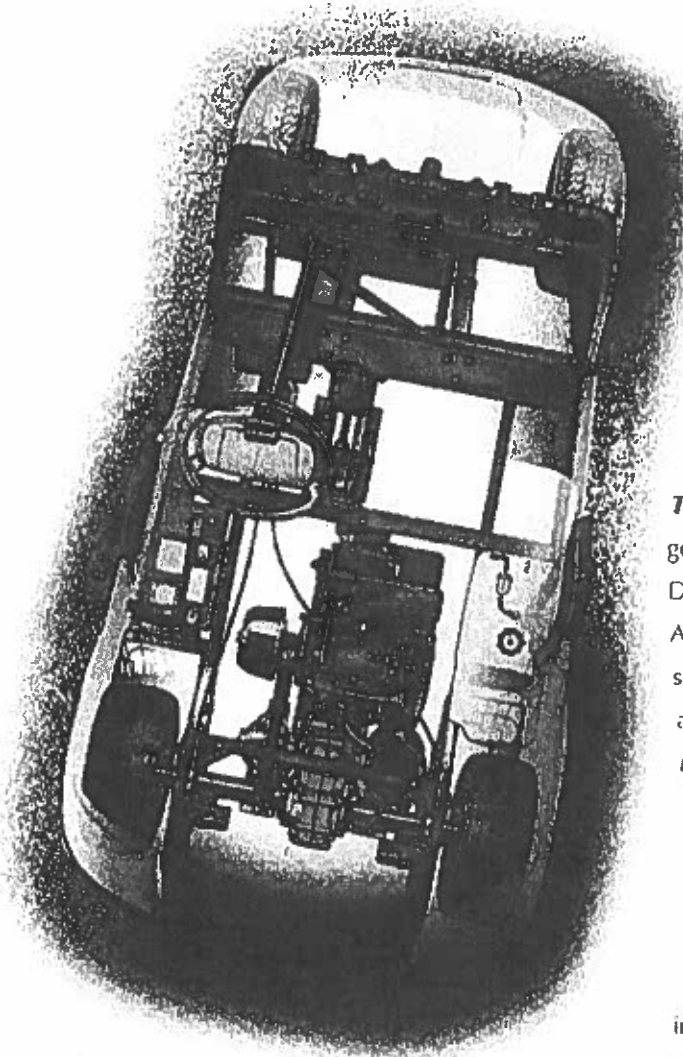
A new twin cylinder engine will empower you.



The TXT Gasoline model has a few surprises under the hood. For starters, it features the industry's only twin cylinder, overhead cam, 4-cycle engine. This redesigned power plant is specifically engineered for improved gas performance and maximum horsepower. What does this mean for you? A much quieter ride. Better cold starts. Incredible fuel efficiency. Improved torque. And the kind of power that overcomes even the toughest terrain.



GAS SPECIFICATIONS



Engine: 9.0 hp (6.7 kw) rated, 4 cycle, 295cc twin cylinder, air cooled. Overhead valve, overhead cam. Pressurized oil system, washable permanent filter. Internal counter rotating balance shaft. **Ignition:** Solid state with crank trigger, electronic timing advance, and RPM limiter. **Air cleaner:** Engine mounted integral air intake system with multi-phase silencer. **Battery:** External starter/generator, 12 volt maintenance free battery, 430 CCA, 60 minute reserve. Automatic, continuously variable transmission (CVT) forward and reverse.

Transaxle: High efficiency differential with helical gears, 13.32:1 ratio, ground speed governor. **Brakes:** Dual, rear wheel self-adjusting mechanical drum brakes. Automatic park brake release with self compensating system. **Suspension:** Leaf springs with hydraulic shock absorbers. **Steering:** Single reduction rack and pinion.

Fuel system: 6.0 gallon (22.8 L) tank. **Speed:** Automatically governed to 12-15 mph (19-24 km/h).

Weight: 669 lbs. (304 kg) dry. **Length:** 92.6 inches (233 cm). **Width:** 46.5 inches (118 cm). **Height:** 47 inches (123 cm) (top of steering wheel), 67 inches (170 cm) (top of sun canopy). **Wheel base:** 65.5 inches (166 cm). **Front wheel tread:** 33.5 inches (85 cm).

Rear wheel tread: 38.0 inches (97 cm). **Clearance circle:** 18.9 feet (57.2 m). **Load capacity:** 800 lbs. (362 Kg) including passengers, accessories and cargo. **Tires:** 18 x 8.5 x 8 standard (4-ply rated).

Specifications subject to change without notice.



FEATURES & OPTIONS



PROLINK

four cup holder • low fuel and oil indicator • state of charge meter
 Carlisle Fairway or Turf Glide tires • chrome or spoke wheel covers • towing system • hinged windshield
 weather enclosure • four bag attachment • insulated ice chest • insulated water cooler
 divot repair kit • sweater basket • one-piece front axle • message holder • number decals
 accent stripes • Soft Swipe® spike cleaners • body colors: champagne and hunter green • seat colors: tan, oyster, and grey
These vehicles are designed and manufactured for off-road use. • All operators should possess a valid driver's license.



THE #1 GOLF CAR IN THE WORLD.™

E-Z-GO Textron • 1451 Marvin Griffin Road, Augusta, GA 30906
 706.798.4311 • fax 706.796.4540 • 800.241.5855 • www.ezgo.com
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Locations courtesy of Pebble Beach Resorts®. Distinctive images of Pebble Beach Resorts and distinctive images of its golf courses are trademarks and trade dress of Pebble Beach Company. E-Z-GO is the Official Golf Car of Pebble Beach Resorts.

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

BILL COLOVOS

MARK FARRAH

KAREN E. GEORGE

PHILLIP J. RAUCH

DALE W. ZAMECKI

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator *DM*

Date: February 22, 2023

Re: Rezoning of Parcel on Allen Rd. from C-2 to Planned Development

On Monday, February 13, 2023 the Planning Commission held a public hearing for the rezoning of a 4.72 acre vacant parcel located on Allen Rd. just north of the Southtown residential neighborhood. The rezoning request was made by Tahir Khan of Oasis Senior Living to rezone the parcel from C-2 to Planned Development. John Enos, our City Planner with Carlisle Wortman and Associates reviewed and recommended the rezoning. The CWA official analysis is attached. The Planning Commission voted unanimously to recommend City Council approve the request. Planning Commission meeting minutes and resolution have also been provided in your agenda packet.

Please contact me if you have any questions.

RETURN TO:
Clerk's Office
City of Southgate
14400 Dix-Toledo
Southgate, MI 48195

Form No. 01

Case No. PC 01-2023

Date Received 11-30-2022

CITY OF SOUTHGATE APPLICATION FOR PLANNING COMMISSION REVIEW

Concerning a request to be heard before the Southgate Planning Commission on the following:

TO BE COMPLETED BY THE APPLICANT:

Owner/Applicant	Agent
Name <u>TAMIA K. HAN</u>	Name _____
<u>OASIS SENIOR LIVING</u>	
Address <u>2575 MCLEOD DR</u>	Address _____
<u>SARASOT</u> <u>MI</u> <u>48604</u>	
(City) (State) (Zip)	(City) (State) (Zip)
Telephone <u>989-992-4587</u>	Telephone _____

Information regarding the site:

Street Address: 840' NORTH OF EMMET AVE

Major Cross Streets: Allen Road

Parcel / Lot No.: 26-46 55-75

Acreage: 4.72 Dimensions of Parcel / Lot: _____ Frontage: _____

Current Zoning (please circle): RE R-1 R-1A R-1B RM RO C-1 C-2 C-3 M-1 MH PD P-1

Current Use: Vacant

Requested action:

☒ Rezoning

Requested District: PD

☐ Conditional Use Approval

Requested Use: Assisted

☒ Site Plan Review

☐ Plat Review

☐ Other

Please Specify _____

53.004-01-0036-001

Information regarding request:

I hereby request a hearing before this body to:

(Please supply detailed information. For example, why you are requesting the proposed action, a complete description of the project, how the request is compatible with adjacent land uses and zoning districts, how the request is in compliance with the goals, policies, and future land use plan of the City of Southgate Master Plan, any information you feel is pertinent to your application, etc. Feel free to attach additional documents to this application if it will help describe your project or if you need more room than is provided below.)

See attached

A SKETCH CLEARLY DEPICTING THE REQUEST MUST BE ATTACHED TO THIS APPLICATION FOR IT TO BE VALID. FOR SITE PLAN REVIEW, A SITE PLAN MEETING THE REQUIREMENTS OF SECTION 1298.07 MUST BE ATTACHED.

The Applicant / Agent must appear before the Planning Commission on _____
(Date)

THE OWNER OF THE PROPERTY DESCRIBED ON THIS APPLICATION AND THAT ALL STATEMENTS HEREIN AND IN THE DOCUMENTS SUBMITTED ARE TRUE.

Signature - Owner / Agent: Tahir Ch Date: 12-1-2022

To review your application properly, Planning Commission members may need access to the property in question. Please initial if permission is given for property access. INITIALS _____

Fees must be paid at the same time this application is submitted to the City.

OFFICE USE:

Date Received: 12-1-22

Received By: Debbie Mannino
(Staff's Name)

Fee Charged: _____

Check No.: _____

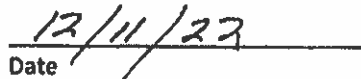
Receipt No.: _____

Authorization Letter

RE: Southgate Oasis Senior Living Project (4.72 acres Allen Road)

This letter will serve as acknowledgement and permission for Oasis Senior Living to proceed with approval for rezoning to PD-Planned Development for a senior project on Allen Road in Southgate Michigan.


for Joseph Vost Trust


Date



Carlisle | Wortman
ASSOCIATES, INC.

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

Date: January 25, 2023

**REZONING ANALYSIS
FOR
THE CITY OF SOUTHGATE**

APPLICANT INFORMATION

APPLICANT: Tahir Khan
ADDRESS: Vacant Parcel
PARCEL ID: 53-004-01-0036-001
CURRENT ZONING: C-1, General Business
ACTION REQUESTED: Rezoning approval to PD, Planned Development

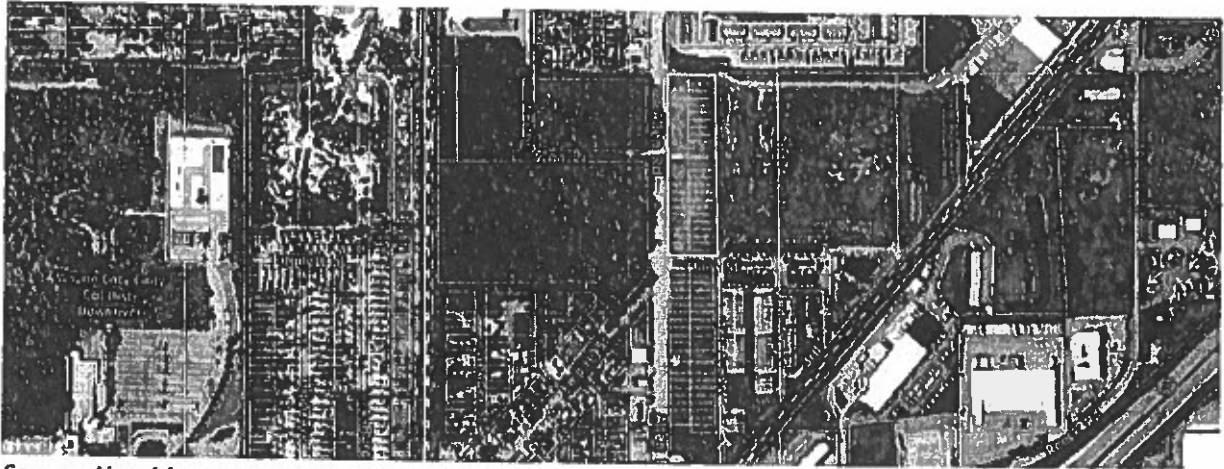
REZONING REQUEST

The City of Southgate received a petition to rezone a vacant parcel in the C-1, General Business District, located off Allen Road between Brest Road and Elm Avenue. The property is 4.72 acres or 205,797.16 square feet. The application seeks to convert the existing vacant parcel to an assisted senior living home PUD. A detailed final site plan will be required once zoning change is approved.

The site plan shows a 60,613 square foot building with two (2) courtyards inside and two outdoor areas on the east and west side of the building. Access is provided directly off Allen Road via curb cut on the north side of the property, leading to a one-way interior access road. The access road leads behind and around the building to the parking lot and exits from a curb cut on the south end of the property, back onto Allen Road. The parking lot is positioned perpendicular to Allen Road on the south side of the development and includes forty-seven (47) spaces, with four (4) handicap spaces, on the north side of the lot, directly adjacent to the building. There is also a detention basin shown south of the parking lot encompassing approximately a quarter of the lot. The other half will remain as a grass lawn. Access will be provided off Superior Street via a curb cut that leads to an alley behind the commercial businesses. The curb cut will serve as both an ingress and egress.

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

Figure 1. Aerial View of Property



Source: NearMap

Figure 2. Close View, Aerial Image of Property



Source: NearMap

ADJACENT ZONING, LAND USE AND MASTER PLAN

Adjacent zoning, and uses, and Master Plan Future Land Use designations are summarized in the table below.

Table 1. Zoning and Land Use

	Existing Land Use	Zoning	Master Plan Future Land Use
Subject Site	Vacant	C-1, General Business	General Commercial
North	Residential	C-1, General Business	C-1, General Business
East	Residential Planned Unit Development	PD, Planned Development	PD, Planned Development
West	Vacant/Woodlands	City of Taylor	Low Density Residential
South	Residential/Vacant	C-1, General Business, Hotel Overlay District	C-1, General Business

The Master Plan Future Land Use Map designates the subject parcel as C-1, General Business District. This land use category includes the land area occupied by uses providing retail and service facilities that accommodate general shopping needs, as opposed to day-to-day convenience needs. Also included in this category are multiple-tenant shopping centers and strip malls. Typical general commercial establishments in Southgate include grocery stores, restaurants, specialty stores in strip malls, and large big box retailers.

Goal 3 of the City of Southgate Master Plan is to "Promote Southgate as a community for life-long living" and an objective "Encourage development of residential types which provide services and amenities for an aging or disabled population including independent, assisted, and convalescent living options."

Further, page 59 in the Market Assessment on page 59 the Master Plan reads "The goal of the future land use plan, with respect to housing, is to promote a diversity of lot sizes, housing types and housing prices. This will ensure that current and prospective residents have home choices within the City favorable to their changing economic status and situation."

The rezoning of the property to PD would be in line with the above goal and the intent for Future Land Use. It would provide a place for the aging residents of the city to move as they require more assistance later in life. In addition, it is close to many commercial establishments and would provide easy access to retail or general commercial needs residents might have without having to travel far.

Summary of Findings: The subject parcel is currently zoned as C-2, General Commercial. The City of Southgate's Master Plan designates the future land use of this parcel as the same zoning however, the proposed rezoning and subsequent use of the property is in line with the long-term vision for the city.

ANALYSIS OF EXISTING ZONING

The intent of the current and proposed zoning district, per Chapter 1276 and 1288 of the City of Southgate Zoning Ordinance, are provided below:

C-2 General Business District: C-2 General Business Districts are designed to provide sites for more intense, thoroughfare-oriented business types which would often be incompatible with the more restricted retail commercial uses in the C-1 Community Business District.

Planned Development District: Designed to provide regulation for innovation uses outside conventional zoning district controls.

- (a) This alternative approach to land development is designed to give greater development flexibility, thereby encouraging higher dedication to quality of land use and site design. It is further the intent

of this development approach that the alternative land use development patterns permitted in the PD District will be designed and laid out with particular attention to creating a desirable human experience by establishing harmonious relationships between land use types relative to uses of land, the location of uses on the land and the architectural and functional compatibility between them.

- (b) A planned development project is viewed as an integrated development concept. To that end, the provisions of this chapter are not intended to be used as a device for avoiding the zoning requirements that would otherwise apply, but rather to encourage the use, redevelopment, and improvement of existing sites where current ordinances do not provide adequate protection and safeguards for the site or its surrounding areas; encourage flexibility and mixture of uses; and to improve the design, character, and quality of new development. The use of a planned development to permit variations from other requirements of this chapter shall only be approved when such approval results in improvements to the public health, safety, and welfare in the area affected, and in accordance with the intent of this chapter.

Summary of Findings: *Although the site is currently zoned C-1 to allow for a commercial establishment that provides for a transitional use between the higher intensity of the adjacent interstate, we find the proposed use of a Planned Development would be suitable fit and provide diversity to the current offered housing stock. In addition, the close proximity to an interstate will provide an ease of access to and from the facility for both visitors and emergency services as well as a transitional use as intended.*

REZONING CONSIDERATIONS

The Planning Commission, after holding a public hearing and considering the conditions voluntarily offered by the applicant, may recommend approval, offer recommended changes, or denial of the rezoning; provided, however, that any recommended changes offered by the Planning Commission must then be voluntarily offered by the property owner in writing back to the Planning Commission for further review.

In reviewing an application for a rezoning of land, the Planning Commission shall consider the following:

- A. Whether the rezoning is consistent with the policies and uses proposed in the City of Southgate Master Plan;

CWA Findings: *We find the proposed rezoning is consistent with the policies and uses proposed in the Master Plan. While the property's future land use differs from the proposed use, we find it is compatible with the future direction and intended land use of the City of Southgate.*

- B. Whether all of the uses offered as part of the conditions to the rezoning, or if no specific uses are indicated, all of the uses allowed under the proposed zoning district would be compatible with other zones and uses in the surrounding area;

CWA Findings: *Due to the vast opportunity for development and ability to integrate commercial uses within presented by a PD, we find this use is compatible within the C-1, General Business Zoning District.*

- C. Whether any public services and facilities would be adversely impacted by a development or use allowed under the requested rezoning; and

CWA Findings: *This information was not provided.*


- D. Whether the uses allowed under the proposed rezoning or offered under the conditional

rezoning would be equally or better suited to the area than uses allowed under the current zoning of the land.

CWA Findings: *As stated above, the current zoning of the land is for a commercial establishments; however, the property is in a convenient location for a Planned Development and will provide an alternative housing option in a desirable area for the City's aging residents. While it is possible to develop more commercial units on this property, we find the property is well suited for an assisted living facility.*

RECOMMENDATION

We recommend approval of the requested rezoning.



Carlisle Wortman Associates, Inc.

John Enos, AICP

Principal



Carlisle Wortman Associates, Inc.

Allssa Starling

Planner

City of Southgate
Planning Commission Meeting
February 13, 2023

This meeting of the Planning Commission was held in the Municipal Council Chambers, 14400 Dix-Toledo Highway, Southgate, Michigan on Monday, February 13, 2023 and called to order by Chairperson Ed Gawlik, at 7:00 p.m.

PRESENT: Ed Gawlik, Linda Clark, Chad Godbout, James Yoos, Priscilla Ayers-Reiss, Patricia Anderson

ABSENT: Leticia Crawford, (excused), Jerry Orman

ALSO PRESENT: Plan Consultant John Enos and Alissa Starling, City Attorney Ed Zelenek, Building Official Tim Leach, City Administrator Dan Marsh

Agenda:

Moved by Anderson, supported by Ayers-Reiss, revise the Agenda, by removing Item 2, Taystee Burger, under Public Hearings and New Business. **MOTION APPROVED UNANIMOUSLY.**

Minutes:

The first order of business is approval of the minutes from the December 12, 2022 Planning Commission meeting.

Moved by Ayers-Reiss, supported by Clark, that the minutes of the Planning Commission Meeting dated December 12, 2022 be approved. **MOTION APPROVED UNANIMOUSLY.**

Administrative Reports:

City Administrator Marsh stated work is moving along on the development of old PNC Bank Project.

Public Hearings:

1. Applicant Tahir Khan, Oasis Senior Living, Allen Road, Requesting Rezoning from C-2 General Business District to PD-Planned Development. PC 01-2023

A PUBLIC HEARING WAS HELD FOR TAHIR KHAN, OASIS SENIOR LIVING, ALLEN ROAD, REQUESTING REZONING FROM C-2 GENERAL BUSINESS DISTRICT TO PD-PLANNED DEVELOPMENT. PC 01-2023.

Notices were sent out.

Moved by Anderson, supported by Ayers-Reiss, to open this Public Hearing.

Plan Consultant Enos, stated the applicant is requesting a rezoning of 4.72 acres to PD-Planned Development. The application seeks to convert the existing vacant parcel to an assisted senior living home. This would be in line with the intent for Future Land Use. We recommend approval of the requested rezoning.

The applicant was present discussing the plans for the project if the rezoning is approved. They are proposing a 60,613 sq. foot building for an assisted senior living home. They are excited about this project and feel it would be suitable for this area.

Several residents were present with concerns regarding traffic, noise, and access points. No objections were received for this project.

Moved by Anderson, supported by Ayers-Reiss, to close this Public Hearing.

Moved by Anderson supported by Clark, to recommend City Council approve the request by Tahir Khan, Oasis Senior Living, to rezone property on Allen Road, from C-2, General Business to PD-Planned Development. PC 01-2023. Motion Carried Unanimously.

New Business:

3. Section 1298.18 Sign Ordinance, Section 3 – Permitted Signs.

Planner Starling distributed copies of the ordinance that has been completed, including the Intent and Purpose, Definitions, and Permitted Signage, including new additions e.g. Murals and Electronic Message Boards, for review. Following this meeting, the outstanding language will be divided into two additional sections, including Prohibited Signs, Exempt Signs, Signs in Residential Districts, Temporary Signs, Performance Standards, and Non-Confirming Signs. As part of the final read-through, updated illustrations will also be provided for your review.

4. Election of Officers for 2023.

Election of Chairperson for 2023

Moved by Yoos, supported by Anderson, to nominate Ed Gawlik to serve as Chairperson of the Planning Commission for the year 2023, and having no other nominations for Chairperson, Ed Gawlik is hereby elected to serve as Chairperson of the Planning Commission for the year 2023. MOTION APPROVED UNANIMOUSLY.

Election of Vice Chairperson for 2023

Moved by Yoos, supported by Clark, to nominate Patricia Anderson to serve as Vice Chairperson of the Planning Commission for the year 2023, and having no other nominations for Vice Chairperson, Patricia Anderson is hereby elected to serve as Vice Chairperson of the Planning Commission for the year 2023. MOTION APPROVED UNANIMOUSLY.

Election of Secretary for 2023

Moved by Anderson, supported by Ayers-Reiss, to nominate Leticia Crawford to serve as Secretary of the Planning Commission for the year 2023, and having no other nominations for Secretary, Leticia Crawford is hereby elected to serve as Secretary of the Planning Commission for the year 2023. MOTION APPROVED UNANIMOUSLY.

Old Business:

None.

Announcements:

None.

Adjournment:

Moved by Yoos, supported by Anderson, that this meeting of the Planning Commission be adjourned at 7:50 p.m. MOTION APPROVED UNANIMOUSLY.

Ed Gawlik
Chairperson, Planning Commission
as

CITY OF SOUTHGATE

PLANNING COMMISSION RESOLUTION

At a meeting of the Southgate Planning Commission called to order by Ed Gawlik on February 13, 2023 at 7:00 p.m. the following resolution was offered:

Moved by Anderson supported by Clark, to recommend City Council approve the request by Tahir Khan, Oasis Senior Living, to rezone property on Allen Road, from C-2, General Business to PD-Planned Development. PC 01-2023. Motion Carried Unanimously.

I, Ed Gawlik, Chairperson of the Southgate Planning Commission, do hereby certify that the foregoing is a true, correct, and complete copy of a resolution adopted by the Southgate Planning Commission at a meeting held on February 13, 2023.

Chairperson

cc: Plan Consultant, City Administrator, Building Department, City Council, Clerk, File, Attorneys