Southgate City Council Agenda

Council Chambers

Wednesday March 6, 2019

	6:30pm	Work Study Session			
	 Official Michig 	mation - Vaughn ls Reports an Fireworks Safety Act sions regarding agenda items.			
	7:00 pm	Regular Meeting			
		Pledge of Allegiance			
Roll Call:	Colovos, F	arrah, George, Graziani, Rauch, Rollet, Zamecki.			
Minutes:	 Work Study Session Minutes dated February 20, 2019. Regular City Council Meeting Minutes dated February 20, 2019. 				
	Motion	to move into closed session			
Scheduled Persons Consideration of E 1. Lette Scheduled Hearing	Bids: r from Mayor; Re: Ci	ustodial Supplies	Page 9		
2. Lette 3. Mem 4. Mem	o from Administrato r from Director of Pu o from Administrato o from Administrato	r; Re: Approve Executive Session Settlement Agreement ablic Safety; Re: Traffic Control Order r; Re: Accessible Pedestrian Signals r; Re: Recommendation for Kiwanis Park Playground Equip. ppointments to Compensation Commission	Page 13 Page 16 Page 20 Page 23 Page 51		
	'B" — (Receive and er from Mayor; Re: A	l File) ppointment to Commission on Aging	Page 52		
Ordinances: Old Business: New Business:					
Unscheduled Pers	ons in the Audienc	e:			
Claims & Account	s: Warrant #1372	\$2,507, <i>A</i> 20.02			
Adjournment:		Janie M. Ferencz			

Janice M. Ferencz, City Clerk

City Council

Work Study Session

February 20, 2019

An Informal Meeting of the Council of the City of Southgate was held on February 20, 2019 at 6:30 P.M. in the Council Chambers of the Municipal Building, 14400 Dix-Toledo Highway, Southgate, Michigan.

Present:

Bill Colovos, Mark Farrah, John Graziani, Karen George, Phillip Rauch, Christopher Rollet, Dale Zamecki

Absent:

Also Present:

Mayor Joseph G. Kuspa, City Administrator Dustin Lent, Assistant City Administrator/Finance Director David Angileri, City Attorney Ed Zelenak, City Clerk Janice Ferencz, City Treasurer Jim Dallos, City Engineer John Miller, Public Safety Director Jeff Smith, Police Chief Brett Selby, Fire Chief Mike Sypula, Building Inspections Director Bob Casanova and Director of Public Services Bob Tarabula.

Discussion took place on the following item scheduled for action at the regular meeting:

- Bids for Sand, Topsoil, and Gravel
- Appointment to Library Commission
- Library Bi-Law Changes
- Library Policy & Procedure Manual
- Board of Review dates and compensation
- Appointment to Ethics Board

This meeting ended at 6:52 pm.

City of Southgate Regular City Council Meeting February 20, 2019

A Regular Meeting of the Council of the City of Southgate was held in the Municipal Council Chambers, 14400 Dix-Toledo Highway, Southgate, Michigan on Wednesday, February 20, 2019 and was called to order at 7:00 PM by Council President John Graziani.

This meeting began with the Pledge of Allegiance, followed by roll call.

Present:

Bill Colovos, Mark Farrah, Karen George, John Graziani, Phillip Rauch, Christopher Rollet, Dale Zamecki

Absent:

Also Present:

Mayor Joseph G. Kuspa, City Administrator Dustin Lent, Assistant City Administrator/Finance Director David Angileri, City Attorney Ed Zelenak, City Engineer John Miller, City Clerk Janice Ferencz, City Treasurer Jim Dallos, Public Safety Director Jeff Smith, Police Chief Brett Selby, Fire Chief Mike Sypula, Building Inspections Director Bob Casanova and Director of Public Services Bob Tarabula.

Minutes:

Moved by Zamecki, supported by George, RESOLVED, that the minutes of the City Council Work Study Session dated February 6, 2019 be approved as presented. Carried unanimously.

Moved by Colovos, supported by Rauch, RESOLVED, that the minutes of the Regular City Council Meeting dated February 6, 2019 be approved as presented. Carried unanimously.

Scheduled Persons in the Audience:

- 1. The Grecian Center will be hosting a spaghetti dinner fundraiser to help raise funds for Local Firefighters Local 1307 to make improvements for their living quarters.
- 2. Tim Estheimer, VP on the Southgate School Board Members, gave a brief bond overview of where this bond money is being utilized. Some items being addressed are the improvements being made to various schools, different training the schools have received, etc.

Consideration of Bids:

 Letter from Mayor; Re: Bid for Sand moved by George, supported by Colovos, RESOLVED that the Southgate City Council hereby concurs with the DPS Director's recommendation and awards the bid for Sand to Freeport Supply Company (20091 Pennsylvania, Brownstown, MI 48193) in the amount of \$7.75 cubic yard delivered. BE IT FURTHER RESOLVED THAT sufficient funds are available in the departmental budgets to cover costs associated with this bid award.

Motion carried unanimously.

Letter from Mayor; Re: Bod for Topsoil moved by Farrah, supported by Rollet, RESOLVED that the Southgate
City Council hereby concurs with the DPS Director's recommendation and awards the bid for Topsoil to
Freeport Supply Company (20091 Pennsylvania, Brownstown, MI 48193) in the amount of \$13.50 per cubic
yard delivered. BE IT FURTHER RESOLVED THAT sufficient funds are available in the departmental budgets
to cover costs associated with this bid award.

Motion carried unanimously.

Regular City Council Meeting February 20, 2019

3. <u>Letter from Mayor; Re: Bid for Gravel</u> moved by Rauch, supported by Zamecki, RESOLVED that the Southgate City Council hereby concurs with the DPS Director's recommendation and awards the bid for 21AA Gravel to Freeport Supply Company (20091 Pennsylvania, Brownstown, MI 48193) in the amount of \$9.80 per don delivered. BE IT FURTHER RESOLVED THAT sufficient funds are available in the Public Service and Water & Sewer Fund Budget to cover costs associated with this purchase.

Motion carried unanimously.

Communications "A":

 <u>Letter from Mayor</u>; <u>Re: Appointment to Library Commission</u> moved by George, supported by Colovos, RESOLVED that the Southgate City Council hereby concurs with the Mayor's appointment to the Library Commission for a term expiring April 2019 of Elizabeth Altizers (15977 Drysdale, Southgate, MI 48195). This appointment fills the vacancy created by the resignation of Barbara Perry.

Motion carried unanimously.

2. <u>Memo from Administrator; Re: Library Bi-Law Changes</u> moved by Zamecki, supported by Rollet, RESOLVED that the Southgate City Council hereby approves the changes to the Library Bi-Laws.

Motion carried unanimously.

3. <u>Memo from Administrator; Re: Library Policy & Procedure Changes</u> moved by Farrah, supported by George, RESOLVED that the Southgate City Council hereby approves the revisions to the Library Policy & Procedures.

Motion carried unanimously.

Communications "B":

4. <u>Letter from Mayor; Re: Appointment to Ethics Board</u> moved by Rauch, supported by Rollet, RESOLVED that the Southgate City Council hereby receives and files the appointment letter to the Ethics Board of Theresa Lannen (12923 Devoe, Southgate, MI 48195) for a term expiring August 2023.

Motion carried unanimously.

New Business

 <u>Letter from Deputy City Assessor</u> moved by Zamecki, supported by Rollet, RESOLVED that the Southgate City Council hereby concurs with the ACA/Finance Director's recommendation to approve the 2019 March Board of Review Dates / Compensation as follows:

> Tuesday, March 5, 2019 Tuesday, March 12, 2019 Tuesday, March 19, 2019

9:00 am until 7:00 pm Noon until 9:00 pm 9:00 am until 7:00 pm

Regular City Council Meeting February 20, 2019

Each Board of Review member's compensation will be \$200 per day, with \$100 per half day.	Anv
additional expenses will also be set at \$100 per day.	,

Motion carried unanimously.

Claims and Accounts:

Moved by Farrah, supported by Zamecki, RESOLVED, that Claims and Accounts be paid as outlined on Warrant #1371 in the amount of \$5,145,819.86.

Motion carried unanimously.

Adjournment:

Moved by George, supported by Rollet, RESOLVED, that this Regular Meeting of the Southgate City Counc adjourned at 7:15 P.M. Carried unanimously.					
John Graziani	Janice M. Ferencz				
Council President	City Clerk				

JOSEPH G, KUSPA Mayor JAMICE M. FERENCZ City Clerk JAMES E. DALLOS Treasurer



- CITY COUNCIL -

JOHN GRAZIANI Council President MARK FARRAH KAREN E. GEORGE BILL COLOVOS DALE W. ZAMECKI PHILLIP J. RAI CH CHRISTOPHER P. ROLLET

Memorandum

To: Honorable City Council Members

From: Dustin Lent, City Administrator

Date: February 28, 2019

Re: New Fireworks Ordinance

Per your request please find the attached language to change our fireworks ordinance. If you so choose we can add it to the agenda and have the first reading tonight.

Please do not hesitate to contact me with any additional questions.

RESOLVED, that "AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SOUTHGATE TO THE EXTENT PERMITTED BY THE MICHIGAN FIREWORKS SAFETY ACT, MCL 28.451 ET SEQ., AS AMENDED BY PUBLIC ACTS 634, 635 AND 636 OF 2018

THE CITY OF SOUTHGATE ORDAINS:

Section 1. Short Title. This ordinance shall be known as the regulation of discharge of consumer fireworks.

Section 2. Statement of Purpose. This is an ordinance to amend Chapter 66 of the City Code, "Fireworks", to the extent permitted by the Michigan Fireworks Safety Act, MCL 28.451 et seq., as has been amended by Public Acts 634, 635 and 636 of 2018.

Section 3. A person may ignite, discharge, or use consumer fireworks on the following days during the following hours:

- A. Between 11:00 a.m. on December 31 and 1:00 a.m. on the immediately following January 1.
- B. Between 11:00 a.m. and 11:45 p.m. on the Saturday immediately preceding Memorial Day.
- C. Between 11:00 a.m. and 11:45 p.m. on the Sunday immediately preceding Memorial Day.
- D. Between 11:00 a.m. and 11:45 p.m. on June 29, June 30, July 1, July 2, July 3 and July 4.
- E. Between 11:00 a.m. and 11:45 p.m. on July 5, if that date is a Friday or a Saturday.
- F. Between 11:00 a.m. and 11:45 p.m. on the Saturday immediately preceding Labor Day.
- G. Between 11:00 a.m. and 11:45 p.m. on the Sunday immediately preceding Labor Day.

Except as provided in this Section, a person shall not ignite, discharge, or use consumer fireworks at any time.

A violation of this section is a civil infraction, punishable by a fine of \$1,000.00 for each violation of the ordinance and no other fine or sanction. Of that fine \$500.00 must be remitted to the local law enforcement agency responsible for enforcing the ordinance.

Section 4. A person shall not ignite, discharge or use consumer fireworks on public property, school property, church property, or the property of another person without that organization's or person's express permission to use those fireworks on those premises. A violation of this Section is a civil infraction, punishable by a fine of not more than \$500.

Section 5. A person shall not ignite, discharge, or use consumer fireworks or low-impact fireworks while under the influence of alcoholic liquor, a controlled substance, or a combination of alcoholic liquor and a controlled substance. A violation of this Section is a civil infraction, punishable by a fine of not more than \$1,000."

As used in this Section, "alcoholic liquor" means that term as defined in Section 1d of the Michigan Vehicle Code, MCL 257.1d, as may be amended, and "controlled substance" means that term as defined in Section 8b of the Michigan Vehicle Code, MCL 257.8b, as may be amended.

Section 6. Severability. If any Section, subsection, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion of this ordinance, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 7. Savings. All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect are saved and may be consummated according to the law in force when they are commenced.

Section 8. Repealer. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 9. Effective Date. This ordinance shall take effect ten (10) days after the final passage thereof.

JOSEPH G. KUSPA Mayor JANICE M. FERENCZ Cay Clerk JAMES E. DALLOS

Treasurer



- CITY COUNCIL -

JOHN GRAZIANI
Council President
MARK FARRAH
KAREN E. GEORGE
BILL COLOVOS
DALE W. ZAMECKI
PHILLIP J. RAUCH
CHRISTOPHER P. ROLLET

February 27, 2019

To the Honorable City Council Southgate, Michigan 48195

Re: Recommendation for Custodial Supplies

Ladies and Gentlemen:

It is recommended by the DPS Director and I concur, that the contract for Custodial supplies with Allied-Eagle Supply Co., Detroit, Michigan, be extended for one year. We feel it is in the best interest of the City as they have provided excellent service.

Adequate funds are available in the Department of Public Service and the Water and Sewer Department Budget for this contract.

Your favorable consideration of this matter is requested.

Sincerely,

Joseph G. Kuspa

JGK/law

JOSEPH G. KUSPA Mayor JANICE M. FERENCZ City Clerk JAMES E. DALLOS Treasurer



- CITY COUNCIL -

JOHN GRAZIANI Council President MARK FARRAH KAREN E. CEORGE **BILL COLOYOS** DALE W. ZAMECKI PHILLIP J. RAUCH CHRISTOPHER P. ROLLET

MEMORANDUM

TO:

The Honorable Mayor and City Council

FROM:

David Angileri, Assistant City Administrator/Finance Director

DATE:

February 26, 2019

RE:

Recommendation for Custodial Supplies

I have reviewed the above with the DPS Director and concur with his recommendation for a bid extension to, Allied-Eagle Supply Co., Detroit, Michigan.

Adequate funds are available in the Department Public Service and the Water and Sewer Department Budget for this contract. This is the same price as the last three years.

From the Desk of:
Robert Tarabula
Director, D.P.S.

February 26, 2019

To: David Angileri

Finance Director

Re: Bid Extension Recommendation for Allied-Eagle Supply Co.

I respectfully request to extend the bid for <u>Custodial Supplies</u> to **Allied Eagle Supply Co., 1801 Howard Street Detroit, MI 48216** for a period of **one year**.

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

If you have any questions, please contact me.

RT/sb

(D/Bids-A: Bid extension: Custodial Supplies)



City Of Southgate,

Allied-Eagle Supply would like to thank you for your business in 2018-2019. Allied would also like to honor our current pricing for another year term. Prices would remain the same until reviewed again on March 15th 2020. If you have any questions please feel free to ask.

Joseph Oliver

Sales Representative

734-223-9335

joliver@alliedeagle.com

www.alliedeagle.com

JOSEPH G. KUSPA Mayor JAMICE M. FERENCZ City Clerk JAMES E. DALLOS Treasurer



- CITY COUNCIL -

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CHRISTOPHER P. ROLLET

Memorandum

To: Honorable City Council Members

From: Dustin Lent, City Administrator

Date: February 28, 2019

Re: Carol Davis, Jason Hodgkinson, et al. v. City of Southgate, et al.

As previously discussed at this evenings closed session, the Administration has presented the City Council with a settlement agreement for claim number 100GL1401343. The Administration believes that this agreement is in the best interest of the City. Therefore, the Administration respectfully requests that the City Council authorize this settlement on behalf of the City. Please do not hesitate to contact me with any additional questions.

Delun

Mah

MEMO

To: Mayor Kuspa

From: Director of Public Safety Jeffrey Smith

Re: Traffic Control Orders (Burns St)

Date: 02/25/2019

Sir,

Last year we received serval complaints from the Old Homestead neighborhood in regards to traffic speeds and accidents on Burns Street from Eureka to Northline. The police administration conducted a traffic study in the area and determined that the signage was lacking on Burns street particularly south of Argyle. It has been determined to make the traffic signage more uniform by removing the 2 way Yield signs at the listed locations and then replacing them with 4 way stop signs (R1-1) at the intersections as follows.

Catalpa & Burns, Veronica & Burns, Chestnut and Burns and Jobin and Burns.

The placement of these signs will make Burns Street uniform from Northline to Eureka Road. Grogan Elementary is on this street and this new signage will be more uniform and the hope is that it will promote a better and safer traffic flow on a major side street in our city.

I respectfully request that this be placed on the City Council Agenda for the March 6, 2019 meeting so they can review and approve the Traffic Control Order. See attached diagrams for placement at all of the locations. Should you have any question please feel free to contact me.

Respectfully,

Jeffrey Smith

Director of Public Safety

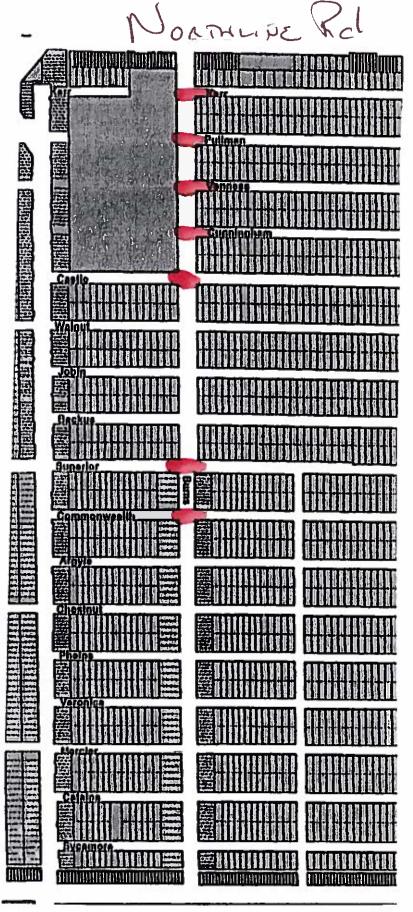
Offy M. Sith

SOUTHGATE POLICE DEPARTMENT REQUEST FOR TRAFFIC CONTROL DEVICE (T.C.O.)

Petitioner: JEEF Smith Director Poblic Safery Submitted By: Teff Smith Traffic Safety Bureau Date: FEB. 25, 2019
Submitted By: Jeff Sn. 71 Public Safety Bureau Date: FEB. 25, 2019
Type of Uniform Traffic Control Device: (R1-1) Stop Signs At Locations
Type of Uniform Traffic Control Devices: () () () () () () () () () (
Description and Section Number of Device from "Michigan Manual of Uniform Traffic Control Devices": (Include Size, Colors and Legend)
(Include Size, Colors and Legend) Stop Sign (RI-1) OTY (16) Signs A BELOW JOENTIONS.
Reason Device Requested: Traffic Study was done & 7 Blocks where Spending was an issue due to signife & main Road School located on Road Jung. Diagram and Additional Comments:
Reason Device Requested: Traffic Sindy was done & TBLocks where
Speeding was AN issue due to signife & main Road School locatedo
Diagram and Additional Comments:
Diagram and Additional Comments: SEE Attracted diagram request. This request is to have SEE Attracted diagram request. Rural Street from Northline
MORE UNIFORM traffic CONTROL ON BURNS STREET from Worthline
Road to Eureka Road.
1 JOBID & BURNS from A YIED ONLY ON BURNS to A TWAY STOP.
CHESTAJE & BURNS From A TIEUR ONLY ON CHESTAUT TO A 4 WAY 5-20.
VEronier & Burns from A TIELD ONLY ON DIAME
SCATALON & BURNS from A Y. END ONLY ON BURNS
Changes Redoested. 1 Jobio & Burns from a View only on Burns to a Hway Stop. 1 CHESTANT & BURNS from a View only on Chestant to a Hway Stop. 1 VERONICA & BURNS from a View only on BURNS TO A HWAY STOP. 2 CATALDA & BURNS from a View only on Burns to a Hway Stop. 3 CATALDA & BURNS from a View only on Burns to a Hway Stop. Add (16) (RI-1) Stop Signs remove (8) (RI-2) View Signs
Date:
City Clerk:
Received by:Chief of Police
DPS Verification of Installation:
Installed by: Date:
White: CITY CLERK Canary: POLICE Pink: DPS page 17

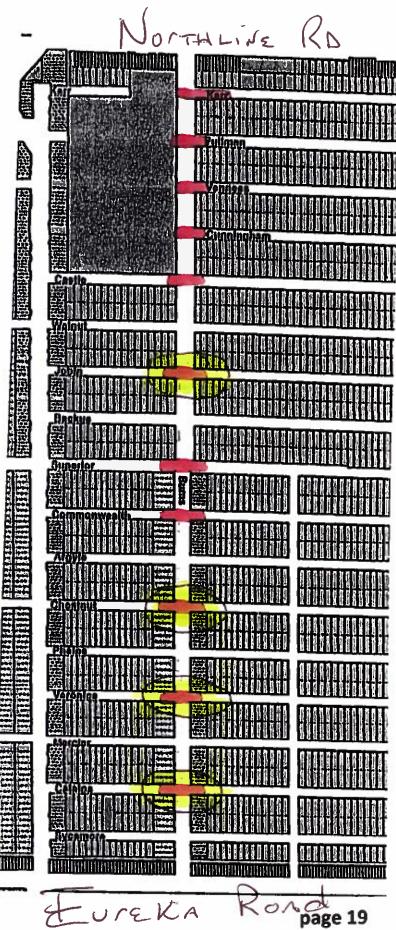
THIS MAP ShowS CULTENT SIGNAGE

STOP SigNS IN RED VIED SigNS AT ALL OTHER BUT ONLY ZWAY VIELD.



EUREKA ROAD PAGE 18

PHIS MAP Shows CULLENT STOP Signs IN RED & the NEW REQUESTED STOP Signs IN RED & Highlighted.



JOSEPH G. KUSPA Mayor JANICE M. FERENCZ City Clerk JAMES E. DALLOS Treasurer



- CITY COUNCIL -

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Council President
MARK FARRAH
KAREN E. GEORGE
BILL COLOVOS
DALE W. ZAMECKI
PHILLIP J. RAUCH
CHRISTOPHER P. ROLLET

Memorandum

To: Honorable City Council Members

From: Dustin Lent, City Administrator

Date: February 28, 2019

Re: Accessible Pedestrian Signals

Administration is asking for your approval to submit a written request to MDOT for the installation of Accessible Pedestrian Signals for the following intersections:

Northline Rd. and Fort St. Eureka Rd. and Fort St Pennsylvania Rd/Trenton Rd. and Fort St.

With Fort Street being a state road the State requires the local governmental agency to submit a written request to MDOT asking for the installation of the Accessible Pedestrian Signals. If approved by MDOT, the complete cost of the project will be covered by the State of Michigan.

In your packet please find the letter from Corey Harris a Certified Orientation and Mobility Specialist who has reviewed the above intersections and feels the added pedestrian signals would make it safer and more efficient crossing said intersections.

Your favorable consideration of this matter is requested.



- The pedestrian signals provide a walk interval every signal timing cycle
- The pedestrian signals only provide a walk interval if a pushbutton is activated

Pushbuttons should be located so they are clearly visible to pedestrians approaching the intersection, and should be signed so it is clear which crossing the pushbutton is associated with. The pushbuttons should be located adjacent to the sidewalk and accessible to disabled persons in accordance with the MMUTCD and MDOT's online processing the pushbutton processing the pushbutton is associated with. The pushbuttons should be located adjacent to the sidewalk and accessible to disabled persons in accordance with the MMUTCD and MDOT's online processing the pushbutton processing the pushbutton is associated with. The pushbuttons should be located adjacent to the sidewalk and accessible to disabled persons in accordance with the MMUTCD and MDOT's online processing the pushbutton processing the pushbutton is associated with the pushbuttons are processed to the pushbutton and processing the pushbutton is associated with the pushbutton and processing the pushbutton processi

3.3 COUNTDOWN PEDESTRIAN SIGNALS

Pedestrian countdown displays are mandatory for new installations. These devices inform pedestrians of the number of seconds remaining to safely complete their crossing. The display of the number of remaining seconds is concurrent with the flashing UPRAISED HAND indication and counts down to zero at the end of the flashing UPRAISED HAND. After the countdown displays zero the number part of the indication goes dark and a steady UPRAISED HAND is displayed.

3.4 ACCESSIBLE PEDESTRIAN SIGNALS

Accessible pedestrian signals and detectors provide information in non-visual formats (such as audible tones, speech messages, and/or vibrating surfaces). These devices provide additional information to visually impaired individuals. MDOT will install them in specific situations. The Michigan Manual of Uniform Traffic Control Devices (MMUTCD) gives the following guidance:

If a particular signalized location presents difficulties for pedestrians who have visual disabilities to cross the roadway, an engineering study should be conducted that considers the needs of pedestrians in general, as well as the information needs of pedestrians with visual disabilities. The engineering study should consider the following factors:

- Potential demand for accessible pedestrian signals;
- A request for accessible pedestrian signals;
- Traffic volumes during times when pedestrians might be present, including periods of low traffic volumes or high turn-on-red volumes;
- The complexity of traffic signal phasing (such as split phases, protected turn phases, leading pedestrian intervals, and exclusive pedestrian phases); and
- The complexity of intersection geometry.

For MDOT to consider the use of accessible pedestrian signals, the location must first meet the following basic criteria:

Corey W. Harris
Certified Orientation and Mobility Specialist
ACVREP Cert. No. 6029
2662 Winter Dr.
Troy, MI 48083

9/28/2018

Emily Schneider MDOT

Having reviewed and observed the intersections of Fort St. and Eureka, Fort St. and Northline, and Fort St. and Pennsylvania (cities of Southgate, Wyandotte and Riverview MI) with respect to persons with visual impairments crossing at these intersections, it is my professional opinion that all pedestrians would benefit from the installation of accessible pedestrian signals for safer and more efficient crossings of said intersections. Accessible pedestrian signals at signalized intersections allow travelers with visual impairments more equal access to their communities.

Respectfully,

Corey W. Harris COMS 313-389-0220 ext 30110 JOSEPH G. KUNPA Magner JANICE M. FERENCZ City Clerk JAMEN E. DALLOS Treasurer



- CITY COUNCIL -

JOHN GRAZIANI
Council President
MARK FARRAH
KAREN E. GEORGE
BILI. COLOVOS
DALE W. ZAMECKI
PHILLIP J. RAUCH
CURISTOPHER P. ROLLET

Memorandum

To: Honorable City Council Members

From: Dustin Lent, City Administrator

Date: February 28, 2019

Re: Recommendation Kiwanis Park Playground equipment

Administration has reviewed the letters from the Recreation Director Julie Goddard, Parks & Recreation Commission President Rob Proudlock, and the Project manager from Hennessey Engineers Ray Parker and we are recommending to award the Playground equipment & installation bid to Penchura of Brighton Michigan for the price of \$295,810. The bid process was a design build bid not to exceed \$300,000. Even though Penchura was not the lowest bid it provided the best design for the guidelines given. Penchura was the vendor that was installed the play equipment at Rotary Park this past fall.

Funds for this purchase are available from Parks and Recreation Millage.

A complete bid of the project is available at the clerk's office for your review.

Your favorable consideration of this matter is requested.

JOSEPH G. KUSPA Mayor JANICE M. FERENCZ City Clerk JAMES E. DALLOS

Treasurer

City of Southeater

- CITY COUNCIL -

JOHN GRAZIANI
Council President
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DALE W. ZAMECKI
PHILLIP J. RAUCH
CHRISTOPHER P. ROLLET

MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: David Angileri, ACA/Finance Director

DATE: February 28, 2019

RE: Recommendation for Kiwanis Park Playground Improvement.

I have reviewed the above with Hennessy Engineers and the Parks & Recreation Director concur with their recommendation to award this purchase to Penchura, Brighton, Michigan in the amount of \$295,810.00.

Parks and Recreation Millage Funds will cover \$295,810.00 of this Capital Improvement.



Southgate Parks & Recreation Department

14700 Reaume Parkway

Southgate. Mt 48195 (734)258-3035

To:

Dustin Lent, City Administrator

From:

Julie Goddard, Parks & Recreation Director

Date:

February 28th, 2019

Re:

Kiwanis Park - Playground

It is my recommendation that we award the playground bid for the Kiwanis Park reconstruction to Penchura of Brighton, Michigan in the amount of \$295,810.00. Penchura provided the best design for the guidelines given. The bid was to include a natural themed playscape, as well as a train themed play piece within the budget of \$300,000.00. The design that Penchura bid included play equipment that provided the most playability for our community compared to the other companies that submitted a bid. Their bid included everything we were looking for in a new premier playground. Penchura was also the company that received the bid for the new Rotary Park playground and their playground durability and customer service make them an easy choice for my recommendation. I appreciate your consideration in this matter.

Respectfully Submitted,

Intbod aren

Julie Goddard

Parks & Recreation

City of Southgate



Southgate Parks & Recreation Department

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

To:

Dustin Lent, City Administrator

From:

Rob Proudlock, Parks & Recreation Commission President

Date:

February 27th, 2019

Re:

Kiwanis Park - Playground

The Parks & Recreation Commission called a special meeting to review and discuss the playground bids for the Kiwanis Park reconstruction. The decision was unanimous among the commission members that Penchura of Brighton be our recommendation to the Council. The commission recommends the playground proposed by Penchura due to the superior playability that their playground provides compared to the other playgrounds proposed. The commission believes that this new playground will provide a premier destination for our community members and residents to take their children to play. The commission was impressed with the quality of product that Penchura provided for Rotary Park last spring/fall and we appreciate your consideration of Penchura in this matter.

Respectfully Submitted,

Rob Proudlock

Recreation Commission President

City of Southgate



February 28, 2019

Mr. Dustin Lent, City Administrator City of Southgate 14400 Dix-Toledo Highway New Boston, Michigan 48164

Re: Kiwanis Park Playground RFP Recommendation of Contract Award

Dear Mr. Lent:

The City of Southgate opened bids for the proposed Kiwanis Park Playground improvements and received bids from four (4) contractors. Our office as well as the Parks and Recreation Department has reviewed the four (4) bids received and Penchura, of Brighton had the bid that fit the overall design concept to complete the work under this Contract. The bids are to include the installation of a playground and signature custom play element for the total of \$295,810.00.

I have verified their references and believe that Penchura is very capable of completing this project. Therefore, based on the outcome of the bids, references and past experience it is our recommendation to award the Kiwanis Park Playground improvements project to Penchura in the amount of \$295,810.00.

If you have any questions, or if additional information is necessary, please do not hesitate to call me at (734) 759-1600.

Very Truly Yours,

HENNESSEY ENGINEERS, INC

Raymond D. Parker, R.A.

Project Manager

CC:

John Hennessey, P.E., Hennessey Engineers, Inc. Julie Goddard, City of Southgate Parks & Rec Director

File B.3

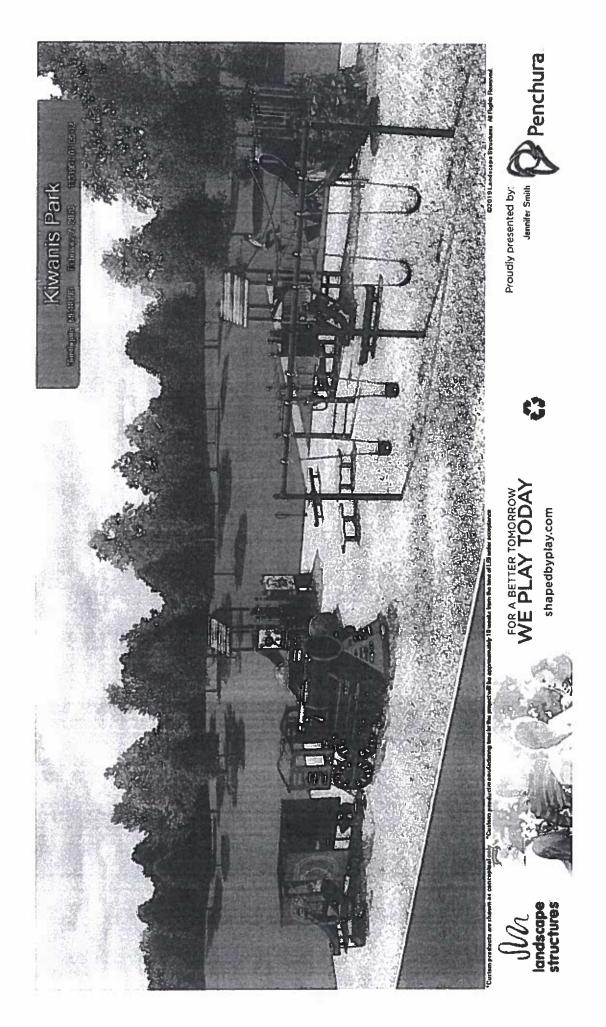


Make all P.O.s, Contracts, and Checks to: Penchura, L.L.C. 889 S. Old US 23 Brighton, MI 48114

Proposal

Date	Project #
2/11/2019	19-028

				1 r							
Bill To					Ship	То					
Southgate Parks & 14400 Dix-Toledo Southgate, MI 48 United States	Highway				Kiwani	is Park					
Customer C	ontact	Customer Phone	Custo	mer Fax			Terms		P.O.	No.	Rep
Julie Goddard (734) 258-3032							Net 30				JRS
ltern		Descripti	on			Qty	Weight	Р	rice	7	rotal .
Custom Custom Custom Swings Custom 173595A Custom 173596A Freight Install Border Drainage Stone Base GEO-TXT EWF-I	Train Care 2-5 Structu 5-12 Structu 5-12 Structu 2 Bay Sing Leaf Wobb Log Bench Acom Sea: Log Crawl Log Balan Freight Profession 1x1 Concen Installation Pea Gravel Geo Textil	ture ture gle Post Swings ple Pod t Spinners Tunnel ge Beam al Certified Installation ete Border with Landscape to 64 Drain Tile, Run 20' 0 3"		Owner to Ti	ie In	1 1 2 2 2 2 1 1 300 1 60 5,480 203			56,005.00 35,540.00 35,283.00 54,932.00 2,780.00 3,110.00 5,770.00 3,215.00 13,000.00 35,500.00 1,500.00 100.00 0.50 35.00	3 3 3 3	66,005.00 15,540.00 15,5283.00 64,932.00 2,780.00 6,220.00 4,050.00 7,420.00 5,770.00 3,215.00 3,000.00 15,500.00 8,750.00 1,500.00 6,000.00 2,740.00 7,105.00
Ship Via: common c	Proposal good for 30 days. Ship Via: common carrier Delivery contact name and number:						Subto	tal		\$29	5,810.00
,		utes a purchase order.					Sales Tota		(0.0%)	\$29	\$0.00





Bid Bond

CONTRACTOR:

Name, legal status and address) Penchura LLC 889 South Old US 23

Brighton, M148114

OWNER:

(Name, legal status and address)

City of Southgate

SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company 118 Second Avenue SE Cedar Rapids, IA 52407-3909

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

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

BOND AMOUNT; Five Percent of Bid (5% of Bid)

PROJECT: Kiwanis Park -Custom Playground Install (Name, location or address, and Project number, if any)

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

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

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

Signed and sealed this	15 th	day of	February	, 2019		
	···			Penchura LLC (Principal)	()	(See!)
(Witness)	1d	42	₹	(Title) United Fire & Casualty Company (Surety)		(Sezi)
(Witness) Kris Andrick				(Title) Dan Cuscuza		, Attorney-in-Fact



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX PINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA CERTIFIED COPY OF POWER OF ATTORNEY (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, LA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa, United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids. State of lowa, does make, constitute and appoint

JOHN T. FOSTER, JAMES N. SLEAR, DAN CUSENZA, HEATHER BUONDOND, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds. undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$30,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Pire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company,

"Article VI - Surety Bonds and Undertakings".

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Complinies may, from time to time, appoint by written contificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby, such signature and spill, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such afformers-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact







IN WITNESS WHEREOF, the COMPANIES have each relused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 2nd day of November, 2017

UNITED FIRE & CASUALTY COMPANY UNITED FIRE & INDEMNITY COMPANY FINANCIAL PACIFIC INSURANCE COMPANY

State of Iowa, County of Linn, ss:

On 2nd day of November, 2017, before me personally came Dennis J. Richmann, to me known, who being by me duly swom, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Eire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument, that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patt Waddell lows Notatial Seat Commission number 7 (3274 My Commission Expires 10/26/2019

Notary Public

My commission expires! 10/26/2019

I. Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Comporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony, whereof I have hirefunto subscribed my name and affixed the corporate seal of the said Corporations this 1874 day of 1600 to 160

SEAL

SEAL

JULY & 1986 SKIFORM!

By: Mary A Bertoch

Assistant Secretary,

UF&C & UF&I & FPIC page 31

BPOA0049 1217

PENCLLC-02

NKRING



CERTIFICATE OF LIABILITY INSURANCE

DATE (MINIDDAYYY) 09/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES SELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

flith caldidate and upt could	HIBITO TO DIS COLUMNOSOS HOISEL SI HES OF	even thousantient(s).	
PRODUCER Mourer Foster, inc 615 N. Capitol Ave. Lansing, Mi 48933		PHONE (517) 371-2300 [AC ACC ACC ACC ACC ACC ACC ACC ACC ACC	, Noj. (517) 371-5059
INSURED Penchura, LLC	_	INSURER 3: AFFORDING COVERAGE MEURER A: Landmark American Insurance Co MEURER B: FREMONT INSURANCE CO INSURER C: RSUI Indomnity Co.	33138 13994 22314
889 S Old US 23 Brighton, MI 48114		wsurer o : Disurer E : Wsurer F :	

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

MSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAMS-MADE X OCCUR X XCU X OH StopGap 1,000,000 GENL AGGREGATE LIMIT APPLIES PER POLICY X PROLICY X PROLICY LOC		LHA111767	09/12/2018		EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES [F; occurrence] \$ MED EXP (Any one purson) \$ PERSONAL & ADV (NJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMPIOP AGG \$	1,000,00 100,00 5,00 1,000,00 2,000,00 2,000,00
В	AUTONOBILE LIABILITY X ANY AUTO CHYSED AUTOS ONLY AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY		CAP001907907	09/12/2018	09/12/2019	COMBINED SINGLE LIMIT [Pa aradinnt] BOOKLY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Par accident)	1,000,00
С	WINDRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTIONS		NHA084052	09/12/2018	09/12/2019	EACH OCCURRENCE \$ AGGREGA! E \$ Aggregate \$	5,000,00
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETORIPARTNER/EXECUTIVE OFFICE/FAME/BER EXCLUDED? (Mandstory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	MIA	WCP000971207	09/12/2018	09/12/2019	X PER OTH- STATUTE OTH- EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$	500,000 500,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACCRD 181, Additional Remarks Schodule, may be attached if mans apace to required)

CERTIFICATE HOLDER	CANCELLATION
FOR YOUR INFORMATION	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	See De

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/OD/YYYY)

09/19/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER TFC O'Conneil Agency 27500 Farmington Rd Farmington Hills, MI 48334 Nancy A. O'Connell Phone: 248-848-1900 CONTACT NAME: Fax: 248-848-1912 FAX (A/C, No): ADDRESS: PRODUCER CUSTOMER ID #: ALLPL-1 INSURER(S) AFFORDING COVERAGE NAIC # Gabriel Smith dba INSURED INSURER A: Northfield Insurance Co **Allplay Construction** INSURER 8 : 260 N Roslyn Waterford, MI 48328 INSURER C : INSURER D : INSURER E INSURER F **COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSR WYO POLICY EFF POLICY EXP TYPE OF INSURANCE **POLICY NUMBER GENERAL LIABILITY** EACH OCCURRENCE 1.000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) Δ X X WS186245 06/15/13 06/15/14 COMMERCIAL GENERAL LIABILITY 100,000 CLAIMS-MADE X OCCUR 5,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY s 2,000,000 GENERAL AGGREGATE s GEN'L AGGREGATE LIMIT APPLIES PER 2,000,000 PRODUCTS - COMP/OP AGG 2 PRO-JECT POLICY \$ AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT \$ **NOT INCLUDED** BODILY INJURY (Per person) \$ ALL OWNED AUTOS **BODILY INJURY (Per accident)** SCHEDULED AUTOS PROPERTY DAMAGE (Per accident) HIRED AUTOS

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
An Additional Insured Clause is included on the General Liability
Policy in favor of Superior Play LLC
This certificate of insurance neither affirmatively nor negatively
amends, extends or alters the coverage afforded by policy #WS186245
issued by Northfield Insurance Company

NOT INCLUDED

NOT INCLUDED

CERTIFICATE HOLDER	CANCELLATION
Superior Play LLC 889 S. Old US 23	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Brighton, MI 48114	AUTHORIZED REPRESENTATIVE Nancy A. O'Connell

\$

\$

S

ER.

EACH OCCURRENCE

WC STATU-TORY LIMITS.

E.L. DISEASE - EA EMPLOYEE \$
E.L. DISEASE - POLICY LIMIT \$

AGGREGATE

NON-OWNED AUTOS

OCCUR

CLAIMS-MADE

UNBRELLA LIAB

EXCESS LIAB

DEDUCTIBLE

RETENTION 5

AND EMPLOYERS' LIABILITY

AND PRIPED TO REPARTMENT EXCUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below

National Recreation and Park Association

Let it be known that

JENNIFER SMITH

has met the requirements of the standards set forth by the and is hereby granted certification as a National Certification Board

Certified Playground Safety Inspector

Certified Playground Safety Inspector

Mucho Ame Sho

NRPA PRESIDENT AND CEO

September 29, 2017

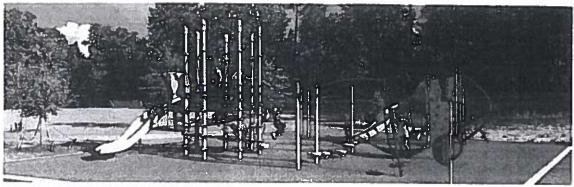
DATE CERTIFIED

39669-1020

CERTIFICATION NUMBER

October 01, 2020

EXPIRATION DATE



Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/ or equipment sold will conform in kind and in quality to the specifications minual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants: 100-Year Limited Warranty On d'Profession and Physhener duringen accessional fractions, charge, desires and caps against additional failure due to corressor natural describation of manufacturing defens, and of Physhoster deel posts against studional failure due to material or againstachaire defens. manufacturing delects. 15-Year Limited Warranty in the event of vertices and wearen send around all state components (modelles definitions of council store, Modes chartes, france, College dusced better the chartes and a council discount was a best of the wear of council store, can be obtained to the council store and the council store are also as a second store and the council store are a second store and the council store and the council store are a second store and the council store and the council store are a second store and the council store and the council store are a second store are a second store and the council store are a second store and the council against Street PQL table over to make it or his most compresses. 10-Year Limited Warranty to send site products quality absoluted fitting the to primate database or negotiates in colors. Does not cover grow chief, he had could be offered once. 9 Year Limited Warranty Chifcard® officials and officials cautes against Cife is in materials or marginous any defents 5-Year Limited Warranty On the sector cables and males region defens a male discussion defens a male discussion defens. 3-Year Limited Warranty On all other S-Year Limited Warranty On all other and, and relies and thereas review of the court of the cour The environment prior is callested and the in the province of the continuous states and the continuous states are continuous states are continuous states are continuous states and the continuous states are continuous state caused by corresion. This warranty does not colored any connectivities or wear and tear from annual use of the translet or misures or abuse of the present at it with only if the playstarctures and color annual concerns to the conform with trustospo districtures firstallatesh instructions and maintainess according to the maintainess procedures (missaul by landscape Structures Inc.)

landscape structures

2017 Play Equipment Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal nosts of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSS.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser, Manufacturer shall not be liable for any direct, indirect, special, indirectal or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agriciments or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and mainfained according to the maintenance procedures furnished by Landscape Structures Inc., have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to selfwater or salt spiray, have not been subject to misuse, negligence, vandalism, or accident, have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's idesigness in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to Landscape Structures Ind. 6017th Street South, Delano, Minnesota, 55328-8605.

Signed: OSF President Date: 01/01/2017



Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice, 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of NPSI-certified designers, along with 2-D and 3-D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper[®] posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:

Landscape Structures Inc. 601 7th St. South Delano, MN 55328-8605 888.438.6574 (inside the U.S.A.) 763.972.5200 (outside the U.S.A.) playIsi.com

> ION landscape structures



Bleachers • Stadium Seating • Playgrounds Scoreboards + Gymnasium Equipment Sheiters + Site Amenities + More

Info@americanathietix.com 🌼 Office: (888) 399-4999 💠

Fax: (888) 295-2319 🌣 P.O. Box 1881 💠 Muskegon, MI 49443

Quotation

February 15, 2019

Kiwanis Park Playground, City of Southgate

Attn: Janice Ferencz

Quote #: SOU1901

Expires: 3/15/2019

Approx. Lead Time: 8-10 weeks

Terms: 25% down - Balance Net 30

Kompan

Description: 2-5 & 5-12 Train themed play design

Total Price:

Price Includes:

- ✓ M984 COCO PENDULUM SWING
- ✓ PCM200310 DOUBLE TOWER, ULTIMATE, ADA STAIRS
- ✓ M525 STEAM ENGINE
- ✓ M526 RAILWAY CARRIAGE
- ✓ M241 ORIENT EXPRESS
- ✓ M242 PULLMAN
- ✓ ELE400060 MULTI-SPINNER
- ✓ ELE500005 GLACIER
- ✓ COR20600 ARC TUNNEL
- ✓ KSW20037563 PORTAL SWING (2) TDLR (2) BELT

REMOVAL OF 227 YDS. OF DIRT/SOD 12"x12" CONCRETE BORDER / 314 LIN FT. DRAIN TILE 375 LIN. FT. 4" Pea stone Geotextile Fabric 8" ENGINEERED WOOD FIBER (EWF) 113 YDS

Excludes: storage, security

Sub-Total:

\$300,000

Freight*:

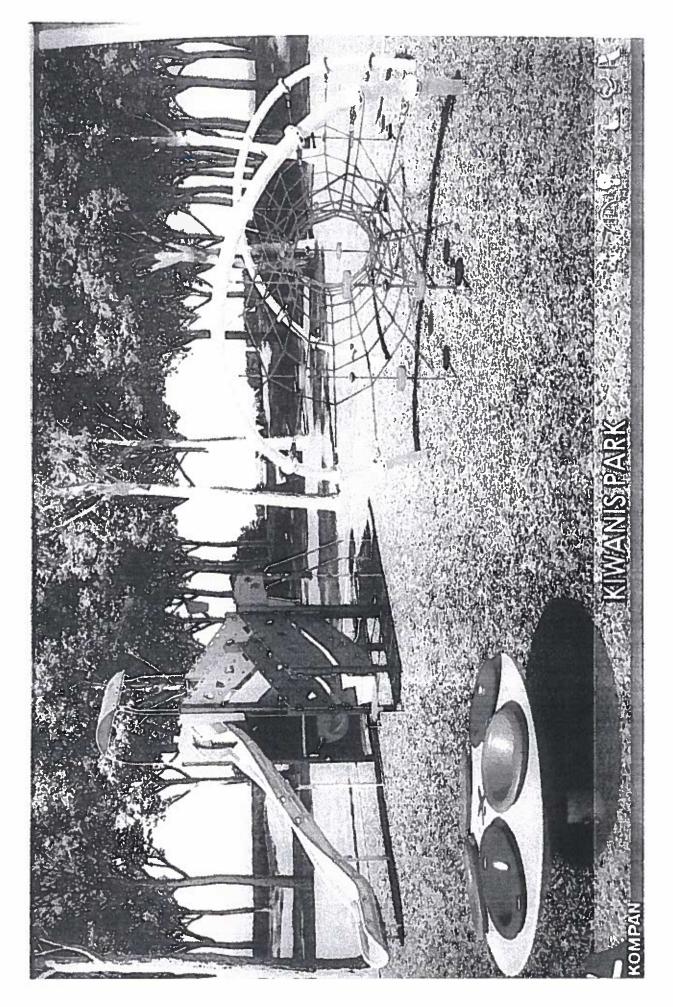
INCLUDED

Tax:

N/A page 37

Engineering: **Quote Total:**

\$300,000





5828 Zarley Street, suite B New Albany, OH 43054 614-855-3790 midstatesrecreation.com

QUOTATION

Sold To

General Bids General Bids

General, MI, 12345 United States

Ship To

Date

Quote #

Terms

Rep

Project

Ship Contact

2019-02-14

QTN-01802

2019 01 MI Southgate City Of -Kiwanis Park - MI General

Contractor - Bids

Item Code	Description	Qty	Rate	Amount
Miscellaneous Equipment	Themed Concepts Equipment including Freight	1.0 Each	\$ 171,191.00	\$ 171,191.00
Miscellaneous Charges	Concrete 20yds	1.0 Each	\$ 6,875.00	\$ 6,875.00
Miscellaneous Charges	Forkiift 5 Days plus delivery	1.0 Each	\$ 5,000.00	\$ 5,000.00
Installation Charges	Themed Concepts Installation Charges	1.0 Unit	\$ 28,125.00	\$ 28,125.00
Wood Fiber	Up to 260(cy) Playground Engineered Wood Fiber Safety Surfacing - ASTM Compliant Includes 2 Layers Geo	1 0 Each	\$ 7,150.00	\$ 7,150.00
Installation Charges	Installation Charges	1.0 Unit	\$ 3,225.00	\$ 3,225.00
Miscellaneous Equipment	MyTcoat Furnishings QTY - 4 BRT06-C-18-000 6' Bench with Back -	1.0 Each	\$ 4,467.50	\$ 4,467.50

Expanded Metal -Portable,

Industry Standard Coating

CUSTOM: TRAIN with Black backplate

Top Color- Red Seat Color - Red

QTY - 4 RRD32-C-00-000 32 Gallon Trash Receptacle -

Expanded Metal. Industry

Standard Coating

CUSTOM: RR CROSSING with Yellow

Frame Color - Yellow

backplate Top Color- Red Seat Color - Red Frame Color - Red

QTY - 4 RDT32-P-00-000 32 Gallon Plastic Dome Lid

Top Color- Black

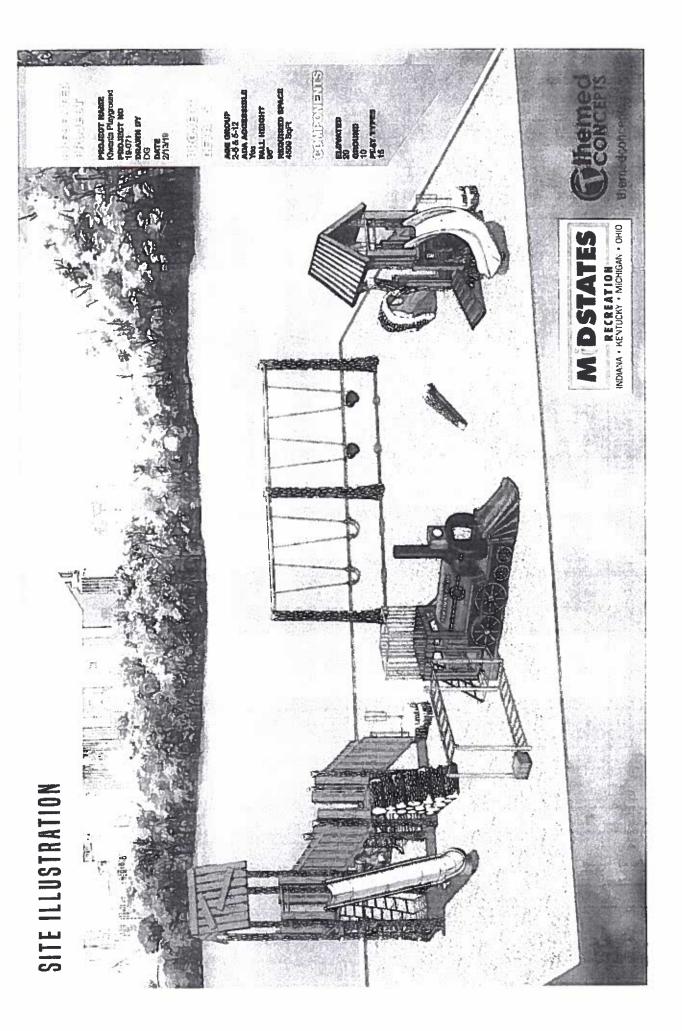
page 39

Seat Color - Black Frame Color - Black GTY - 4 RLN32-P-00-000 32 Gallon Plastic Liner

QTY - 4 RIM32-S-00-000 Receptacle Inground Mount

Installation Charges	Installation Charges	1.0 Unit	\$ 2,500.00	\$ 2,500.00
Miscellancous Charges	Excuvation Charges	1.0 Each	\$ 6,750.00	\$ 6,750.00
Miscellaneous Charges	up to 1,000LF Draintile & up to 60 ton #57 Gravel	1.0 Each	\$ 18,750,00	\$ 18,750.00
Miscellaneous Charges	Demo Charges	1.0 Each	\$ 5,000.00	\$ 5,000.00
Miscellaneous Charges	5 Durnpster Charges	1.0 Each	\$ 3,125,00	\$ 3,125,00
Miscellaneous Charges	up to 272LF Concrete Curb	1.0 Each	\$ 17,000.00	\$ 17,000.00
Miscellaneous Charges	up to 70 Ton #8 Gravel	1.0 Each	\$ 2,187.50	\$ 2,187.50
Miscellaneous Charges	Site Restoration	1.0 Each	\$ 1,250,00	\$ 1,250.00
Miscellaneous Charges	Performance bond	1.0 Each	\$ 9,555.56	\$ 9,555.56
		Outra		
		Subtotal Michigan Sales Tax		\$ 292,151.56
		-	tax stal	\$ 0.00
		10	***************************************	\$ 292,151.56

Proposal good for 2019 order and installation. Does not include tax.



page 41



GameTime c/o Sinclair Recreation PO Box 1409 Holland, MI 49422-1409 Ph: 800-444-4954 Fax: 616-392-8634

QUOTE #73866

02/13/2019

Kiwanis Park Playground - Option One

OF SOUTHGATE lanice M Ferencz DIX TOLEDO RD HGATE, MI 48195-2598 Project #: P59344 Ship To Zip: 48195

antity	/ Part#	Description	Unit Price	Amount
1	RDU	Game Time - Custom Nature Themed Structure	\$71,952.00	\$71,952.00
		(1) 80000 49" Sq Punched Steel Deck		
		(2) 90262 4' Upright, Alum		
		(4) 90271 13' Upright, Alum		
		(1) 90508 4' Double Zip Slide, Std Dk		
		(1) 91151 Climber Entryway - Timbers		
		(1) 91207 Mini Arch Bridge - Timbers		
		(1) 91212 Gable Roof - Timbers		
		(1) 91284 Three Stump Climber		
		(1) 91308 4'0" Timbers Transfer For Gfrc		
		(1) 91320 Stump Platform		
		(1) 91329 4' Swerve Slide (Right) W/O Hood		
		(1) 91330 Mother Tree Connector Deck		
		(1) 504TSA Mother Tree GFRC structure		
I	Custom	PlayWorx GT - Train Locomotive Structure	\$76,000.00	\$76,000.00
2	4883	Game Time - Dump Truck Spring Rider	\$888.00	\$1,776.00
2	4880	Game Time - Inground Mount For Spring Rider	\$104.00	\$208.00
2	28019	Game Time - P/S Food Court Table Inground	\$1,955.00	\$3,910.00
3	38111	Game Time - Tree Stump	\$621.00	\$1,863.00
1	38112	Game Time - Log Crawl Thru	\$5,553.00	\$5,553.00
3	38225	Game Time - Hopper Rock	\$804.00	\$2,412.00
1	38233	Game Time - Forked Balance Beam	\$3,292.00	\$3,292.00
1	7115L	Game Time - Frog	\$7,226.00	\$7,226.00
1	RDU	Game Time - PrimeTime Swings, Seats and Expression Swings	\$5,211.00	\$5,211.00
		(2) 5128 Expression Swing 3 1/2" X 8'		
		(2) 8910 Belt Seat 3 1/2"Od(8910)		
		(1) 12583 Ada Primetime Swing Frame, 3 1/2" Od		
		(1) 12584 Ada Primetime Swing Aab, 3 1/2" Od		
:75	EWF	GT-Impax - Engineered Wood Fiber Surfacing	\$2.00	\$9,750.00



APLA CORE COMPANY

GameTime c/o Sinclair Recreation PO Box 1409 Holland, MI 49422-1409 Ph: 800-444-4954

QUOTE #73866

02/13/2019

Kiwanis Park Playground - Option One

Fax: 616-392-8634

Quantity	Part#	Description	Unit Price	Amount
280	INSTALL	Installation - Linear Feet of concrete curb	\$25.00	\$7,000.00
4875	INSTALL	Installation - Excavation of the site and dispose of spoils	\$2.85	\$13,893.75
Ĭ	INSTALL	Installation - of GameTime Equipment	\$35,000.00	\$35,000.00
10	161292	Game Time - Wear Mat 44"x48"	\$231.00	\$2,310.00
3	161290	Game Time - Geo-Textile 2250 Sqft Roll	\$659.00	\$1,977.00
1	INSTALL	Installation - Site work and restoration	\$6,200.00	\$6,200.00
1	Bond	Sinclair Recreation - Payment and Performance Bond	\$3,825.00	\$3,825.00

SubTotal: \$259,358.75 Discount: (\$12,454.80) Freight: \$11,761.05 Total Amount: \$258,665.00

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O SINCLAIR RECREATION.

NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE.

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Payment terms: Payment in full, net 30 days subject to approval by GameTime Credit Manager. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

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Submittals: Our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.



APA CORE Company

GameTime c/o Sinclair Recreation PO Box 1409 Holland, MI 49422-1409

Ph: 800-444-4954 Fax: 616-392-8634 **QUOTE** #73866

02/13/2019

Kiwanis Park Playground - Option One

Quantity	Part#	Description	Unit Price	Amount
280	INSTALL	Installation - Linear Feet of concrete curb	\$25.00	\$7,000.00
4875	INSTALL	Installation - Excavation of the site and dispose of spoils	\$2.85	\$13,893.75
1	INSTALL	Installation - of GameTime Equipment	\$35,000.00	\$35,000.00
10	161292	Game Time - Wear Mat 44"x48"	\$231.00	\$2,310.00
3	161290	Game Time - Geo-Textile 2250 Sqft Roll	\$659.00	\$1,977.00
1	INSTALL	Installation - Site work and restoration	\$6,200.00	\$6,200.00
1	Bond	Sinclair Recreation - Payment and Performance Bond	\$3,825.00	\$3,825.00

SubTotal: \$259,358.75 Discount: (\$12,454.80) Freight: \$11,761.05 Total Amount: \$258,665.00

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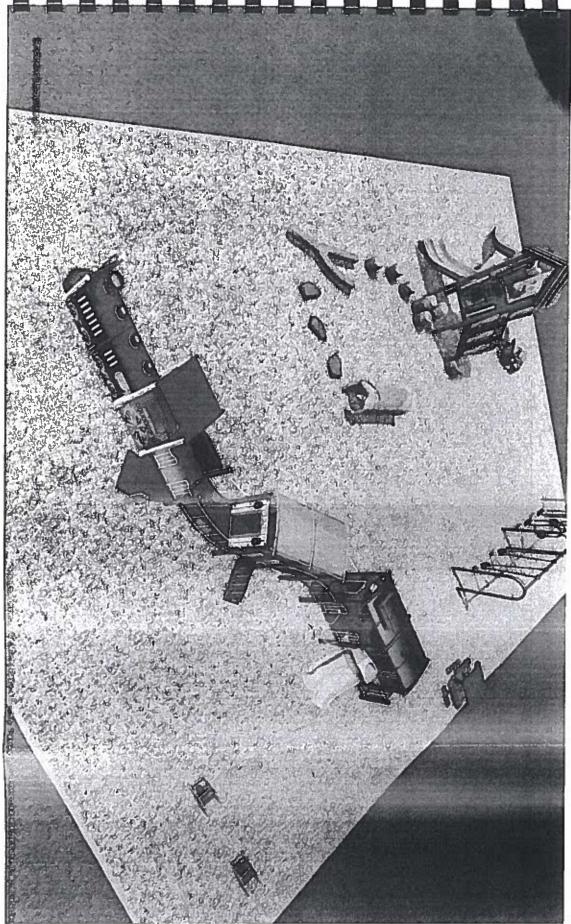
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City of Southgate Kiwanis Park - Option One Southgate, MI







APIA CORE Company

GameTime c/o Sinclair Recreation PO Box 1409 Holland, MI 49422-1409 Ph: 800-444-4954 Fax: 616-392-8634

QUOTE #73872

02/13/2019

Kiwanis Park Playground - Option Two

CITY OF SOUTHGATE Attn: Janice M Ferencz 14400 DIX TOLEDO RD SOUTHGATE, MI 48195-2598

Project #: P59344 Ship To Zip: 48195

Quantity	Part#	Description		
1	RDU	Game Time - Custom Nature Themed	Unit Price	Amount
		Powerscape Structure	\$133,952.00	\$133,952.00
		(1) 4842 Echo Chamber Ass'Y		
		(2) 16701 Ada 49"Tri Punch Steel Dk		
		(1) 16803 Ada Wide Triangular Platform		
		(1) 26078 Arched Loop Ladder Overhead		
		(1) 26092 Ps Plus Single Link Cross Beam		
		(2) 26094 Triangular Shroud		
		(1) 26142 Single With Step		
		(2) 28019 P/S Food Court Table Inground		
		(1) 38011 Vine Climber High		
		(1) 38019 Small Tree		
		(4) 38111 Tree Stump		
		(1) 38233 Forked Balance Beam		
		(2) 80000 49" Sq Punched Steel Deck		
		(2) 80001 49"Tri Punched Steel Deck		
		(12) 80167 Roof Ext 24" W/Rivet		
		(2) 80198 Conifer Post Topper		
		(2) 80206 Tin Roof Hex		
		(1) 80688 2' Tri Transfer Platform		
		(1) 81593 Ladder Loop Link		
		(1) 81684 Telescope Upright Attachment		
		(1) 90004 Two Piece Hex Deck		
		(3) 90005 Two Piece Hex Deck, Ada Ramp Access		
		(1) 90023 3'-0" Transfer System W/ Barrier		
		(1) 90031 5' Transfer Platform W/Barrier		
		(1) 90048 5' Large Conifer Climber		
		(1) 90103 2' Schooner Climber		
		(1) 90151 5'/6' Double Vine Climber		
		(1) 90186 Ashiko & Djembe Panel		
		(1) 90196 Endangered Species Panel Above Dk		

(1) 90197 -- Nature Panel Above Dk



APLA CORE COMPANY

GameTime c/o Sinclair Recreation PO Box 1409 Holland, MI 49422-1409 Ph: 800-444-4954

Fax: 616-392-8634

QUOT) #7387

02/13/201

Kiwanis Park Playground - Option Two

Quantity	Stock ID	Description	Unit Price	Amour
		(1) 90216 Rung Enclosure W/Barrier,		and the same of th
		Above Dk		
		(2) 90225 Decorative Panel, Above Dk		
		(1) 90226 Decorative Panel		
		Thunderring, Above Dk		
		(1) 90248 8' Chain Link Climber		
		(1) 90249 2' Leaning Wall Climber		
		(1) 90266 8' Upright, Alum (2) 90267 9' Upright, Alum		
		(6) 90269 11' Upright, Alum		
		(3) 90270 12' Upright, Alum		
		(2) 90272 14' Upright, Alum		
		(8) 90273 15' Upright, Alum		
		(1) 90389 2'-0" Overhead Climber Access		
		Ladder		
		(1) 90430 Decorative Panel W/Gizmo, Above Dk		
		(1) 90476 Rung Enclosure W/Guardrail, Above Dk		
		(1) 90512 8' Std Zip Slide		
		(1) 90514 Wide Rung Enclosure (Barrier) (Above)		
		(1) 90579 Double Swerve Slide		
		(1) 90770 8' Wildertube Quick 'L' Reverse		
		(1) 91120 90° Play Port Bridge		
		(1) 91139 Entryway - Barrier		
		(2) 91145 Low Point Entryway - Guardrail		
		(4) 91149 Enclosure - Timbers (Above Deck)		
		(2) 91150 Entryway - Timbers		
		(1) 91151 Climber Entryway - Timbers		
		(1) 91157 Archway W/ Socket - Timbers		
		(2) 91199 Spiral Stairs Reverse		
		(1) 91207 Mini Arch Bridge - Timbers		
		(2) 91208 Climber Entryway - Guardrail		
		(1) 91285 Notched Log Climber		
		(1) G90267 9' Upright, Galv		
	6212	(6) G90273 15' Upright, Galv	\$17,253.00	\$17,253.0
1	6212	Game Time - Playtime Junction	00.00 باب	311,233.1



GameTime c/o Sinclair Recreation PO Box 1409 Holland, MI 49422-1409 Ph: 800-444-4954 Fax: 616-392-8634

QUOTE #73872

02/13/2019

Kiwanis Park Playground - Option Two

Quantity	Part#	Description	Unit Price	Amount
1	RDU	Game Time - PrimeTime Swings, Seats and Expression Swings	\$5,211.00	\$5,211.00
		(2) 5128 Expression Swing 3 1/2" X 8'		
		(2) 8910 Belt Seat 3 1/2"Od(8910)		
		(1) 12583 Ada Primetime Swing Frame, 3 1/2" Od		
		(1) 12584 Ada Primetime Swing Aab, 3 1/2" Od		
4875	EWF	GT-Impax - Engineered Wood Fiber Surfacing	\$2.00	\$9,750.00
280	INSTALL	Installation - Linear Feet of concrete curb	\$25.00	\$7,000.00
4875	INSTALL	Installation - Excavation of the site and dispose of spoils	\$2.85	\$13,893.75
1	INSTALL	Installation - of GameTime Equipment	\$42,000.00	\$42,000.00
10	161292	Game Time - Wear Mat 44"x48"	\$231.00	\$2,310.00
3	161290	Game Time - Geo-Textile 2250 Sqft Roll	\$659.00	\$1,977.00
1	INSTALL	Installation - Site work and restoration	\$6,200.00	\$6,200.00
1	Bond	Sinclair Recreation - Payment and Performance Bond	\$3,435.00	\$3,435.00
			SubTotal: Discount: Freight: Total Amount:	\$242,981.75 (\$20,462.75) \$9,916.00 \$232,435.00

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JOSEPH G. KUSPA Mayor JANICE M. FERENCZ City Clerk JAMES E. DALLOS

Treasurer



- CITY COUNCIL -

JOHN GRAZIANI Council President MARK FARRAH KAREN E. GEORGE **BILL COLOVOS** DALE W. ZAMECKI PHILLIP J. RAUCH CHRISTOPHER P. ROLLET

March 1, 2019

To The Honorable Southgate City Council Southgate, Michigan 48195

Re: Appointments to Boards/Commissions

Ladies and Gentlemen:

Please be advised I have made the following appointment:

Compensation Commission – for a term expiring December 2025

Aaron Bertera

12778 Catalpa

Brian Clark

19278 Orchard

Your concurrence on these appointments is greatly appreciated.

Sincerely,

Joseph G. Kuspa

Mayor

Cc:

Janice Ferencz, City Clerk

JGK/law

JOSEPH G. KUSPA Mayor JANICE M. FERENCZ City Clerk JAMES E. DALLOS Treasurer



- CITY COUNCIL -

JOHN GRAZIANI Council President **MARK FARRAH** KAREN E. GEORGE **BILL COLOYOS** DALE W. ZAMECKI PHILLIP J. RAUCH CHRISTOPHER P. ROLLET

February 27, 2019

To The Honorable Southgate City Council Southgate, Michigan 48195

Re: Appointments to Boards/Commissions

Ladies and Gentlemen:

Please be advised I have made the following appointment:

Commission on Aging – for a term expiring December 2019

Maria Graziani 11078 Afton

This appointment fills the vacancy created by the passing of Bertha Hughes.

Sincerely,

Joseph & Kuspé

Mayor

Janice Ferencz, City Clerk Cc:

JGK/law