

Southgate City Council Agenda

Council Chambers

14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday October 18, 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, Kowalsky, Kuspa, Rauch

Minutes:
1. Work Study Session Minutes dated October 4, 2023
2. Regular City Council Meeting Minutes dated October 4, 2023

Scheduled Persons in the Audience:

Consideration of Bids:

Scheduled Hearings:

Communications "A"

- | | |
|--|---------|
| 1. Letter from Mayor; Re: Award for Pest Control (Waiver of Bid) | Page 5 |
| 2. Letter from Mayor; Re: Award for Computer Security Keys (Waiver of Bid) | Page 8 |
| 3. Letter from Mayor; Re: Award for Flagpoles (Waiver of Bid) | Page 19 |
| 4. Memo from Administrator; Re: Update to Annual Business License Fees | Page 23 |
| 5. Memo from City Clerk; Re: Approval of Early Voting Location for Presidential Primary Election | Page 25 |
| 6. Letter from Mayor; Re: Appointment to Dangerous Building Hearing Board | Page 26 |
| 7. Memo from Administrator; Re: Parkside Gardens and Southwinds Lease Extensions | Page 27 |
| 8. Memo from Administrator; Re: Resolution for Charitable Gaming License for a Southgate Based Non- Profit | Page 43 |
| 9. Memo from Laura Walsh; Re: Updated SMART Bus Driver Drug & Alcohol Policy | Page 57 |

Communications "B" – (Receive and File):

Ordinances:

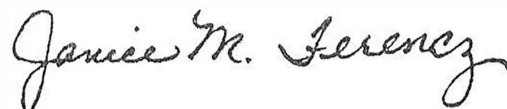
Old Business:

New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant #1483 \$1,388,092.79

Adjournment:



Janice M. Ferencz, City Clerk

City of Southgate

Regular City Council Meeting

October 4, 2023

A Regular Meeting of the Council of the City of Southgate was held on Wednesday, October 4, 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.

Present: Priscilla Ayres-Reiss, Bill Colovos, Karen George, Christian Graziani, Greg Kowalsky, Zoey Kuspa, Phil Rauch
Absent:
Also Present: Mayor Joseph G. Kuspa, City Attorney Ed Zelenak, City Administrator Dan Marsh, Assistant City Administrator/Finance Director Doug Drysdale, City Clerk Janice Ferencz, City Treasurer Chris Rollet, City Engineer John Hennessey, Public Safety Director Joe Marsh, Fire Chief Justin Graves, Police Chief Mark Mydlarz, DPS Director Kevin Anderson, Building Inspections Director Tim Leach & Recreation Director Julie Goddard

Minutes:

Moved by Colovos, supported by George, RESOLVED, that the minutes of the City Council Work Study Session dated September 20, 2023 be approved as presented. Carried unanimously.

Moved by George, supported by Ayres-Reiss, RESOLVED, that the minutes of the Regular City Council Meeting dated September 20, 2023 be approved as presented. Carried unanimously.

Communications "A":

1. Letter from Mayor; Re: Emergency Camera and Lock Repairs (Waiver of Bid) moved by Colovos, supported by George, RESOLVED THAT the Southgate City Council waive the bidding process and approve the award for emergency security camera and door lock repairs to D/A Central Inc. (13155 Cloverdale, Oak Park, MI 48237) in the total amount of \$12,729.66. Motion carried unanimously.
2. Memo from Administrator; Re: Public Hearing Request for Repair or Demolition of 13630 Edison moved by Kowalsky, supported by Ayres-Reiss, RESOLVED THAT the Southgate City Council concurs to schedule a public hearing to discuss the Dangerous Buildings Board's recommendation regarding 13630 Edison on November 1st during the regularly scheduled Council Meeting. Motion carried unanimously.
3. Letter from Mayor; Re: Auction Bid for Sale of Sewer Vactor Truck moved by Colovos, supported by Ayres-Reiss, RESOLVED THAT the Southgate City Council approve the auction bid amount for the sale of the 2007 Sterling Sewer Vactor Truck in the net amount of \$47,500.00 to Biddergy.com. Motion carried unanimously.
4. Letter from Mayor; Re: Approval Change order No. 001 (Alley Reconstruction) Humphrey Cul-de-Sac & Burns Avenue Reconstruction moved by George, supported by Kowalsky, RESOLVED THAT the Southgate City Council approve Change Order No. 001 in the amount of \$129,680.00, plus 10% contingency of \$12,968.00, to G.V. Cement Contracting Company (20000 Dix Toledo Rd, Brownstown Charter Twp, MI 48183) for the alley reconstruction project. Motion carried unanimously.
5. Letter from Mayor; Re: Award for Emergency Sanitary Sewer Repairs at 16046 Eureka Road moved by Ayres-Reiss, supported by Rauch, RESOLVED THAT the Southgate City Council waive the bidding process and approve the award for emergency sanitary sewer repairs at 16046 Eureka Road to RJ&J Enterprises (10229 N. Dixie Highway, South Rockwood, MI 48179) in the not-to-exceed amount of \$95,000.00. Motion carried unanimously.
6. Letter from Mayor; Re: Authorize Payment for Police Academy Tuition moved by Colovos, supported by Rauch, RESOLVED THAT the Southgate City Council accept the Michigan Public Safety Academy

Regular City Council Meeting October 4, 2023

Assistance Grant in the amount of \$72,000.00, and authorize payment to Schoolcraft College for police academy tuition in the amount of \$20,810.30. Motion carried unanimously.

7. Memo from Administrator; Re: Southgate Veterans Memorial Library Policy & Procedure Update moved by George, supported by Rauch, RESOLVED THAT the Southgate City Council approve the Southgate Veterans Memorial Library Policy and Procedure Manual as updated by the Library Commission on June 7, 2023. Motion carried unanimously.

Ordinances:

1. Memo from Administrator; Re: First Reading of Changes to Section 1298.01(c)(1) of City Code of Ordinances moved by Kowalsky, supported by Rauch, RESOLVED THAT the Southgate City Council gives the first reading and waives the second reading to adopt the change to the code of ordinances, Section 1298.01(c)(1), according to the proposed language. This ordinance will be otherwise known as Ordinance no. 1038. Motion carried unanimously.

Claims and Accounts:

Moved by Graziani, supported by Rauch, RESOLVED, that Claims and Accounts be paid as outlined on Warrant #1482 for \$1,890,689.63. Motion carried unanimously.

Adjournment:

Moved by Colovos, supported by George, RESOLVED THAT this Regular Meeting of the Southgate City Council be adjourned at 7:12 P.M. Carried unanimously.

Zoey Kuspa
Council President

Janice M. Ferencz
City Clerk

City Council

Work Study Session

October 4, 2023

An Informal Meeting of the Council of the City of Southgate was held on October 4, 2023 at 6:30 P.M. and called to order by Council President Zoey Kuspa.

Present: Priscilla Ayres-Reiss, Bill Colovos, Karen George, Christian Graziani, Greg Kowalsky, Zoey Kuspa, Phil Rauch

Absent:

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

Mayor Kuspa, Public Safety Director Marsh and Councilman Colovos presented Officers Matthias Szymoniak & Christopher Parsons with Department Life Saving Awards.

Mayor Kuspa gave a resolution proclaiming the month of October as National Disability Employment Awareness Month.

Discussed the following agenda items:

- Emergency Camera and Lock Repairs-Waiver of Bid
- Public Hearing Request for Repair or Demolition of 13630 Edison
- Auction Bid for Sale of Sewer Vactor Truck
- Approval of Change Order No. 001 (Alley Reconstruction) Humphrey Cul-de-Sac & Burns Avenue Reconstruction
- Award for Emergency Sanitary Sewer Repairs at 16046 Eureka Road
- Authorize Payment for Police Academy Tuition
- Southgate Veteran's Memorial Library Policy & Procedure Update
- First Reading of Changes to Section 1298.01 (c)(1) of City Code of Ordinances

This meeting ended at 6:58 pm.

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

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

October 13, 2023

To the Honorable
City Council
Southgate, Michigan 48195

Re: Recommendation to Approve Award for Pest Control (**Waiver of Bid**)

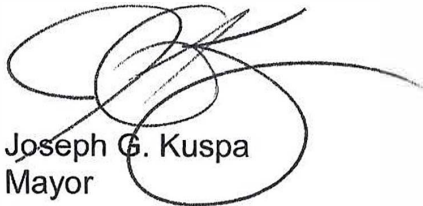
Ladies and Gentlemen:

I have reviewed the above and concur with the City Administrator's recommendation to waive the bid process and approve the pest control agreement with All Season's Pest Control, Southgate, Michigan, in the monthly amounts of \$3,000.00 per month for the remainder of 2023; \$3,500.00 per month for 2024; \$3,750.00 per month for 2025; and \$3,881.25 for 2026 (3.5% increase).

Your concurrence on this matter would be greatly appreciated.

Funds are available in the City's General Fund.

Sincerely,


Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

BILL COLOVOS

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Douglas Drysdale, Assistant City Administrator / Finance Director
DATE: October 13, 2023
RE: Recommendation to Approve Award for Pest Control **(WAIVER OF BID)**

DWD

I have reviewed the above with the City Administrator and concur with his recommendation to waive the bidding process and approve the award for a pest control agreement through December 31, 2026 to All Seasons Pest Control (Southgate MI).

The monthly amounts will be \$3,000/month for the remainder of 2023, \$3,500/month for 2024, \$3,750/month for 2025, and \$3,881.25/month for 2026 (3.5% increase).

Adequate funds are available in the General Fund.

Proposed Motion

Waive the bidding process and approve the award of an agreement for pest control through December 31, 2026 to All Seasons Pest Control in the amount of \$3,000 per month for 2023, \$3,500 per month for 2024, \$3,750 per month in 2025, and \$3,881.25 per month in 2026.

All Seasons Pest Control

13759 Dix Toledo Rd. Southgate, MI 48195
(734) 285-3200

Pest Control Agreement

Business: City of Southgate
Address: 14400 Dix-Toledo Rd.
State: Michigan

Telephone: 734-285-3021
City: Southgate
Zip Code: 48195

Contact Person: _____

- I. Services to be provided include: Placement of exterior tamper-proof bait stations in multiple areas of the city, including alleyways and residential homes for rodent monitoring and elimination. Inspection and monitoring of surrounding areas for breeding and harborage, as well as for debris, unkept lawns and other factors that may contribute to rodent infestations. Reports of possible ordinance violations will be sent to the city on a weekly basis.
- II. Your cooperation is vital to ensure the most effective result. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported by ALL SEASONS PEST CONTROL COMPANY, and are not corrected by the property owner, ALL SEASONS PEST CONTROL COMPANY cannot assure satisfactory services.
- III. **TERMS:**
This agreement shall be effective for an original period of 3 years and shall be reviewed for renewal by both parties 30 days prior to the end of the agreement period.

IT IS AGREED THAT ALL SEASONS PEST CONTROL COMPANY SHALL NOT BE RESPONSIBLE FOR INSECT OR RODENT DAMAGE TO PRODUCTS OF OR THE BUILDING'S CONTENTS

Monitoring will be done at each location once a month until activity subsides. The cost of service shall be billed at \$3,000.00 per month for the remainder of (2023), \$3,500.00 per month (2024), increased to \$3,750.00 in (2025), and an annual increase of 3.5% thereafter.

Any balance 45 days past due or further will be subject to a 2.5% interest rate.

Submitted for: ALL SEASONS PEST CONTROL COMPANY

By: 
Timothy A. Gamble

Date: _____

Accepted for: CITY OF SOUTHGATE

By: _____

Date: _____

By: _____

Date: _____

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

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

October 12, 2023

To the Honorable
City Council
Southgate, Michigan 48195

Re: Recommendation to Approve Award for Computer Security Keys **(Waiver of Bid)**

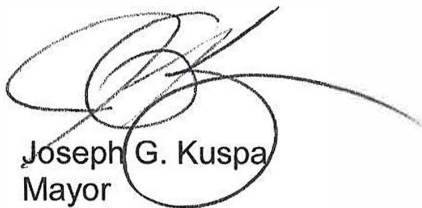
Ladies and Gentlemen:

I have reviewed the above and concur with the IT Director's recommendation to award the purchase of computer security keys to Smartpoint Solutions, Richmond, VA, in the amount of \$27,652.00. It is requested the bid process be waived as 3 quotes were received from 3 different vendors with Smartpoint Solutions having the lowest cost.

Your concurrence on this matter would be greatly appreciated.

Funds are available in the City's ARPA Funds.

Sincerely,



Joseph G. Kuspa
Mayor

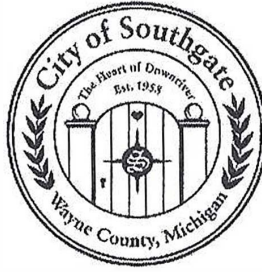
JGK/law

page 1 of 1

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

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Douglas Drysdale, Assistant City Administrator / Finance Director
DATE: October 13, 2023
RE: Recommendation to Approve Award for Computer Security Keys
(WAIVER OF BID)

DWD

I have reviewed the above with the IT Director and concur with his recommendation to waive the bidding process and approve the award for computer security keys to Smartpoint Solutions (Richmond VA) in the amount of \$27,652.00. Quotations were received from three vendors, with Smartpoint Solutions being the lowest cost.

Funds for this purchase will be provided by the City's ARPA funds.

Proposed Motion

Waive the bidding process and approve the award for computer security keys to Smartpoint Solutions in the amount of \$27,652.00, utilizing ARPA funding.



City Of Southgate

Department of Information Technology

14710 Reaume Parkway
Southgate, MI 48195
734.284.3800

Director of Information Technology

Jason Rucker



To: Public Safety Director Joe Marsh, City Administrator Dan Marsh, and Finance Director Doug Drysdale

From: Director Jason Rucker, Information Technology Department

Date: October 12th, 2023

Subject: Computer Security Key Project – Request of Funds

Greetings,

I am writing to formally request the allocation of ARPA funds to bolster our city's cybersecurity measures. In light of recent compliance assessments conducted by the FBI CJIS auditors, the implementation of Two-Factor Authentication (2FA) has been identified as a mandatory step. However, I wish to draw your attention to a more forward-thinking approach. As the industry progresses, it is evident that Multi-Factor Authentication (MFA) will inevitably become an essential requirement within the next decade.

The prevalence of 2FA in various facets of our daily lives, such as online banking, underscores its significance. This authentication method involves the use of both a traditional username and password, coupled with an additional layer of security, often delivered through a text message or an authenticator app. Looking ahead, Multi-Factor Authentication (MFA) emerges as the next level of safeguarding our digital assets, offering an unparalleled level of protection.

To expedite and fortify our login processes for staff members, I propose the integration of FIPS Validated USB security keys. This progressive approach not only enhances our overall security posture but also streamlines the authentication experience. The proposed method entails a three-step verification process: possession of the USB security key, knowledge of the designated personnel PIN code, and physical insertion of the key into the computer.

It is worth noting that this approach effectively mitigates the threat of phishing attacks and other malicious tactics, as the perpetrators would require physical presence to execute the required steps. This stands in stark contrast to the vulnerability posed by conventional username and password combinations, which are susceptible to manipulation and compromise. It is of utmost importance to emphasize that the suggested solution aligns with FBI CJIS regulations, adhering to the stringent NIST FIPS 201-2 standards.

Our proposition resonates with established practices within the federal government, where this authentication protocol has been adopted successfully. Furthermore, the Chief Information Officer of the State of Michigan is currently piloting a similar initiative. By embracing this innovative direction, our



City Of Southgate

Department of Information Technology

14710 Reaume Parkway
Southgate, MI 48195
734.284.3800



Director of Information Technology

Jason Rucker

city will position itself as a trailblazer, proactively securing the integrity of our personnel, data assets, computer infrastructure, and network architecture.

In light of the aforementioned, I wholeheartedly recommend that we engage the vendor, SmartPoint (SP), to facilitate the procurement of the proposed security keys, known as Yubikeys, manufactured by Yubico. The total investment required for this endeavor amounts to \$27,652, encompassing the provision of two security keys per employee and an additional contingency supply for exigent situations, including device loss, damage, or theft.

For your convenience, I have attached a quotation from CDW-G, ETS, and SP, along with a comprehensive Frequently Asked Questions document provided by Yubico. These resources should offer valuable insights as you navigate the decision-making process and engage with the council.

Thank you for your attention to this matter, and I eagerly anticipate the opportunity to further discuss and implement this pivotal enhancement to our city's cybersecurity infrastructure.

Thank you,

A handwritten signature in black ink, appearing to read "Jason Rucker". The signature is fluid and stylized, with a large loop at the end.

Jason Rucker

Director of Information Technology

City of Southgate MI
Computer Security Keys
Summary of Cost Proposals

<i>Description</i>	<i>Approximate Quantity (L/F)</i>	<i>Smartpoint Solutions (Richmond VA)</i>		<i>CDW-G (Chicago IL)</i>		<i>Electronic Tech Solutions (Southgate MI)</i>	
		<i>Unit Prices</i>	<i>Total</i>	<i>Unit Prices</i>	<i>Total</i>	<i>Unit Prices</i>	<i>Total</i>
Yubikey 5 Series	400	\$ 69.13	\$ 27,652.00	\$ 77.75	\$ 31,100.00	\$ 80.00	\$ 32,000.00
			\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -
			\$ 27,652.00		\$ 31,100.00		\$ 32,000.00



QUOTE

Prepared By Zach Parkes
Company Address 1400 Belleville St
Richmond, VA 23230
USA
Email zparkes@smartpointsolutions.com

Quote To Jason Rucker
Director Information Technology
City of Southgate
Direct: 734-284-3800
Internal: 6805
JRucker@SouthgateMI.gov
14710 Reaume Parkway Southgate, MI 48195

Quote Number 00000080
Created Date 10/13/2023
Expiration Date 11/15/2023
Payment Terms Net 30

Ship To Name City of Southgate
Ship To Southgate, MI
United States

Line Item #	Product	Sales Price	Quantity	Total Price
1	Yubikey 5 NFC FIPS Series	\$69.13	400.00	\$27,652.00
Subtotal				\$27,652.00
Grand Total				\$27,652.00

PLEASE SEND ALL ORDERS TO BIZOPS@smartpointsolutions.com



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

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

JASON RUCKER,

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

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

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NMFF436	7/31/2023	NMFF436	6532143	\$46,650.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Yubico YubiKey 5 NFC FIPS - USB security key</u>	600	7494271	\$77.75	\$46,650.00
Mfg. Part#: 5060408464229				
Electronic distribution - NO MEDIA				
Contract: Michigan Master Computing-MIDEAL (071B6600110)				

SUBTOTAL \$46,650.00

SHIPPING \$0.00

SALES TAX \$0.00

GRAND TOTAL \$46,650.00

PURCHASER BILLING INFO

Billing Address:
CITY OF SOUTHGATE
JASON RUCKER
14400 DIX TOLEDO RD
SOUTHGATE, MI 48195-2598
Phone: (734) 258-3049

Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
CITY OF SOUTHGATE
JASON RUCKER
14400 DIX TOLEDO RD
SOUTHGATE, MI 48195-2598
Phone: (734) 258-3049

Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

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



Sales Contact Info

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

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$46,650.00	\$1,261.88/Month	\$46,650.00	\$1,454.08/Month

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

Why finance?

- **Lower Upfront Costs.** Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- **Flexible Payment Terms.** 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- **Predictable, Low Monthly Payments.** Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- **Technology Refresh.** Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- **Bundle Costs.** You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

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

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at:

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

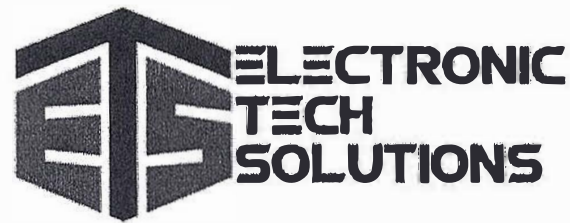
For more information, contact a CDW account manager.

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ESTIMATE

Electronic Tech Solutions LLC
PO Box 1673
Southgate, MI 48195

billing@etsnow.net
+1 (734) 635-4267

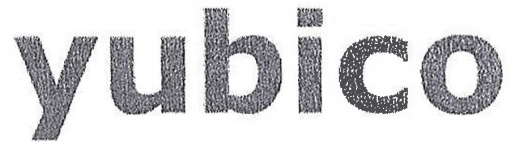


Southgate, City of

Bill to
City of Southgate
14400 Dix-Toledo
Southgate, MI 48195

Estimate details
Estimate no.: 1017
Estimate date: 08/31/2023

Product or service		Amount
1. Services	600 x \$80.00	\$48,000.00
Yubikey 5 series - FIPS/NFC		
Total		\$48,000.00



FAQ for End Users

Below you will find a variety of questions that you will likely encounter from your end users. Some of these questions will not be directly answered in this document as they are driven by your unique policies and integration. However, we have supplied suggested best practices and insight on how to answer these questions.

1. What is a YubiKey?

A YubiKey is a compact and extremely robust hardware security key that stops account takeovers. It is both faster and easier to use than existing legacy solutions.

You may want to personalize this response with some additional verbiage on why your organization selected the YubiKey to provide secure authentication.

2. What happens if I lose my YubiKey?

This will largely be determined by your internal policy and procedures. However, the recommended best practice for Yubico customers is to ensure that each user has a spare key. We have them for our most valuable assets in life – our houses, our cars, our PO and safety deposit boxes, etc. and Yubico encourages you to do the same for your digital devices.

A spare key will enable your employees to securely authenticate with the exact same security level instead of downgrading it with less secure authentication methods, and it will enable the user to work without having to call the helpdesk support, guaranteeing productivity and decreasing money spent on supporting a user who is not able to authenticate.

3. Does the YubiKey read my fingerprint when I touch it?

Only with the YubiKey Bio Series. For all others, the touch sensor on the YubiKey only detects capacitive touch and is not biometric. By requiring the user to touch the YubiKey to login it is verified that the person logging in is a real live human behind the computer, and not a remote hacker, bot, or malware.

4. Does it require batteries?

It requires no battery or cellular network connectivity. The YubiKey is crush-resistant and water-resistant. It is manufactured domestically in California and Sweden.

5. Does the YubiKey use Bluetooth (BLE) to communicate with my devices?

No, the YubiKey uses the secure NFC communication protocol. BLE does not provide the security assurance levels of NFC and USB, and requires batteries and pairing that create a poor user experience.

6. Will I need to change my PIN as frequently as my password? **(if applicable to your integration)**

No. your selected PIN is stored securely on the YubiKey and is never transmitted to any remote services where it could be intercepted so you will not be required to change your PIN as you would with your password.

7. Can I use my YubiKey for personal accounts?

This is determined by your organization's policy. However, encouraging users to leverage their YubiKey for business and personal accounts will reinforce good habits. Additionally, if a hacker is unsuccessful in targeting specific employees in their place of business, they will most likely attempt to compromise their personal accounts. Since there are no shared secrets across services/applications, privacy and security is maintained, thus there is no risk in using the YubiKey for both. If the user leaves the organization, access can be revoked, so users can no longer access internal resources.

8. Can the YubiKey be used as a USB storage device?

The YubiKey has no functionality as a mass storage device and is recognized by the computer as an HID (Human Interface Device, similar to a keyboard). The YubiKey is designed to only be a user authentication or identification device.

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

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

October 12, 2023

To the Honorable
City Council
Southgate, Michigan 48195

Re: Recommendation to Approve Award for Flagpoles (**Waiver of Bid**)

Ladies and Gentlemen:

I have reviewed the above and concur with the City Administrator's recommendation to award the purchase of two flagpoles for the Southgate Veteran's Memorial Library to Rocket Enterprises, Inc., Warren, Michigan, in the amount of \$4,500.00. It is requested that the bid process be waived so this project can be completed before Veteran's Day in November.

Your concurrence on this matter would be greatly appreciated.

Funds are available in the Library Fund.

Sincerely,


Joseph G. Kuspa
Mayor

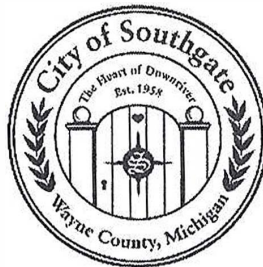
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JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

BILL COLOVOS

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Douglas Drysdale, Assistant City Administrator / Finance Director *DWD*
DATE: October 12, 2023
RE: Recommendation to Approve Award for Flagpoles **(WAIVER OF BID)**

I have reviewed the above with the City Administrator and concur with his recommendation to waive the bidding process and approve the award for two (2) aluminum flagpoles to Rocket Enterprise, Inc. (Warren MI) in the amount of \$4,500.00.

The bid process is requested to be waived as the City previously went out for bid in 2022 and did not receive any formal bids other than the original quote provided by Rocket Enterprise.

Funds for this purchase are available in the Library Fund.

Proposed Motion

Waive the bidding process and approve the award for two (2) aluminum flagpoles to Rocket Enterprise, Inc. in the amount of \$4,500.00.



ROCKET ENTERPRISE, INC.

30660 Ryan Road, Warren, MI 48092
586/751-7600 PH / 586/751-7636 FX

October 11, 2023

Laura Walsh
City of Southgate
14709 Schafer Court
Southgate MI 48195

734/258-3022
lwalsh@southgatemi.gov

Laura,

Thank you for your interest in the products and services of **Rocket Enterprise, Inc.** Below you will find pricing and specifications on the flagpole you have requested.

Should you have any questions or need additional information, please feel free to contact our office.

We appreciate your consideration and look forward to being a part of your organization's Patriotic Flag Flying Tradition.

Sincerely,

Lisa Adams-Provenzano

CONE TAPERED SPUN ALUMINUM FLAGPOLE: Brushed Satin Finish

QTY	PART #, HEIGHT, DESCRIPTION	BASE	TOP	WALL	TC	TA	EACH	EXTENDED
2	RCX25' BRUSHED SATIN FLAGPOLE	5"	3"	.156"	NT	0	\$1,575.00	\$3,150.00
1	DELIVERY, ASSEMBLY & COMPLETE INSTALLATION				NT	0	\$1,350.00	\$1,350.00
								\$0.00
	INSTALLATION LOCATION:							\$0.00
	SOUTHGATE LIBRARY - MEMORIAL							\$0.00
	14680 DIX-TOLEDO ROAD							\$0.00
	SOUTHGATE MI 48195							\$0.00
								\$0.00
								\$0.00
							SUB TOTAL	\$4,500.00
	NOTE: PRICING SHOWN IS FIRM FOR "60" DAYS						TAX	\$0.00
							TOTAL	\$4,500.00

FLAGPOLE PACKAGE INCLUDES: * Gold Ball Top * Standard Truck Pulley * Halyard & 2 Stainless Steel Clips *
* Flash Collar * Ground Sleeve * Cast Aluminum Cleat *

ABOVE PRICING DOES NOT INCLUDE CHARGES FOR: *Jackhammer through asphalt or concrete * Carting dirt off site *

UPON ACCEPTANCE - PLEASE SIGN, DATE & RETURN YOUR ORDER APPROVAL - THANK YOU

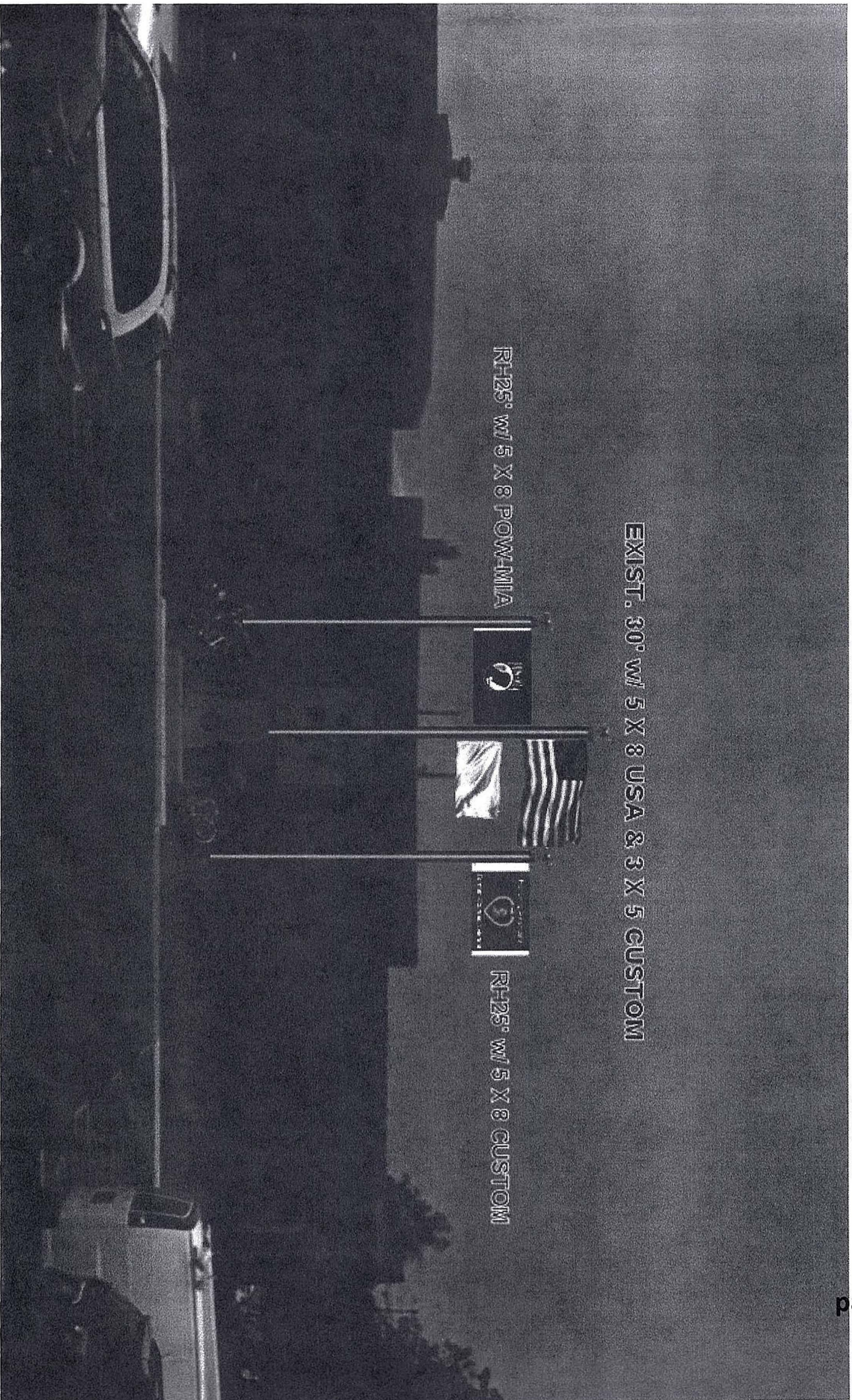
NAME & TITLE

DATE

EXIST. 30' W/ 5 X 8 USA & 3 X 5 CUSTOM

RH25' W/ 5 X 8 POW-MIA

RH25' W/ 5 X 8 CUSTOM



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

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

Memorandum

To: Honorable City Council Members

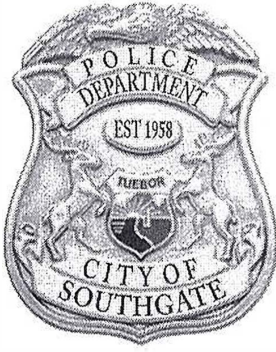
From: Dan Marsh, City Administrator

Date: September 28, 2023

Re: Recommendation for Update to Annual Business License Fees

The Administration has reviewed and concurs with the recommendation of the Public Safety Director to update to the annual business license fee for pawnbrokers, secondhand and scrap dealers to go from \$75/year to \$500/year. This increase is permitted under MCL 446.202(5) which sets the maximum annual license fee at \$500. The increased business license fee will help offset the cost of maintaining the Leeds Online system which allows the above mentioned businesses to complete their required online reporting of transactions. The proposed changes to the annual business license fee would become effective in 2024.

Propose Motion: *To amend the annual business license fee from \$75/year to \$500/year for pawnbrokers, secondhand and scrap dealers beginning 2024.*



SOUTHGATE POLICE DEPARTMENT MEMO

To: Honorable Mayor Joseph G. Kuspa

From: Joseph Marsh, Director of Public Safety

Re: **Request to update business license fee for Pawn Shops/Second Hand Dealers**

Date: October 13th, 2023

Mayor Kuspa,

City Ordinance 833.15 Electronic Reporting of Transactions requires that all licensed pawnbrokers and second-hand dealers are required to electronically submit a record of each transaction in which the licensee received used goods by pawn, purchase, exchange, or consignment. Additionally, 833.03 requires pawn shops or second hand dealers operating within the City to obtain a license to be able to operate their business.

On May 3rd, 2023, City Council authorized the police department to purchase the Leads Online Investigations System service package as a means for pawn shops and second-hand dealers to report their transactions as required in our City Ordinance. Leads Online also provides other investigative resources for our department. The annual cost for our Leads Online program in 2023 was \$4,151.00 dollars.

I have confirmed with Leads Online that currently we have four locations reporting to them within the City; those locations are 14k Gold & Diamond, American Jewelry & Loan, and two ecoATM's. It is my recommendation that we update the annual business license fee for pawnbrokers, second hand dealers, and scrap dealers to go from \$75.00 per year to \$500 per year to help offset the City's cost for the Leads Online program.

With your concurrence, I respectfully request this item be placed on the City Council's agenda for the meeting scheduled on October 18th, 2023, for the purpose of updating our annual business license fee for pawnbrokers, secondhand and scrap dealers beginning in 2024.

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

Joseph L. Marsh
Director of Public Safety

Memorandum

To: Honorable City Council
From: Jan Ferencz, City Clerk
Date: October 12, 2023
Re: Request for Approval of Early Voting Location for Presidential Primary Election

Honorable City Council,

On October 10, 2023, the Election Commission agreed to the locations for Early Voting for the Presidential Primary Election on Friday, both Saturdays and both Sundays at the Senior Center and Monday through Thursday at Parkside Gardens. With your concurrence, I respectfully request a resolution from city council approving the locations.

Thank you

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

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

October 3, 2023

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:

Dangerous Building Hearing Board – for a term expiring December 2024

Ray Howard

This appointment will fill the vacancy created by the passing of Tom Ozeranic.

Your concurrence on this appointment is greatly appreciated.

Sincerely,



Joseph G. Kuspa
Mayor

Cc: Janice Ferencz, City Clerk

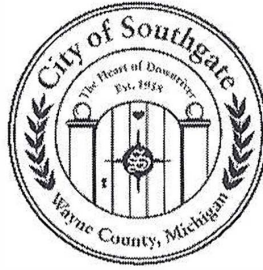
JGK/law

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JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

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PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator 

Date: October 12, 2023

Re: Parkside Gardens and Southwinds Lease Extensions

The current lease agreement with Crystal Gardens for the Southwinds Golf Clubhouse and the Parkside Gardens Banquet Hall is set to expire in December 2023. The Administration believes it is in the best interest of the City to extend the lease agreement for three (3) years for each property beginning on November 1, 2023, and to create separate lease agreement amendments for each property.

Attached in your packets you will find the following the proposed updated lease agreement amendments for each of the respective properties, the original lease agreement from 2011, and the 2012 amendment adding the golf course club house.

There is an outstanding receivable on the current lease agreement. To address the balance in a timely manner, a promissory note and consent judgement agreement has also been included in your packets.

If you have any questions please contact me.

Proposed Motion #1: *To authorize the Mayor and City Clerk to sign the Parkside Gardens lease extension agreement with Crystal Gardens for a period of three (3) years beginning November 1, 2023*

Proposed Motion #2: *To authorize the Mayor and City Clerk to sign the Southwinds Golf Clubhouse lease extension agreement with Crystal Gardens for a period of three (3) years beginning November 1, 2023*

page 


COMMERCIAL LEASE AGREEMENT AMMENDMENT

This Amendment is made and entered into this ___ day of October, 2023, by and between the CITY OF SOUTHGATE, a Municipal Corporation, by and through its authorized representatives, whose address is 14400 Dix-Toledo Road, Southgate, MI 48195, hereinafter referred to as "Landlords," and CRYSTAL GARDENS – SOF INC., a Michigan Corporation, by ROGER J. ROELS, its President, whose address is 16703 Fort Street, Southgate, MI 48195, hereinafter referred to as "Tenant."

RECITALS

WHEREAS, the Landlord and Tenant are currently engaged in a public-private partnership to provide professional food services in the City of Southgate, County of Wayne, and State of Michigan; and

WHEREAS, the Landlord does maintain at its premises certain banquet facilities; and

WHEREAS, the Tenant is in the enterprise of managing banquet facilities and has a level of expertise in the administration, managing, marketing, and catering of banquet facilities and food service operations;

NOW, THEREFORE, it is herein agreed by and between the Landlord and Tenant shall modify the current Agreement as follows:

1. LEASED PREMISES

1.1 Landlord hereby lease to Tenant, and Tenant hereby lease from Landlord, a certain portion of commercial real property, hereinafter called the "Leased Premises". Said Leased Premises is the Banquet Center and adjoining areas including the kitchen, bar area, restrooms, storage rooms, and other adjoining portions of the property and common areas.

1.2 Landlord and Tenant do herein acknowledge that Tenant shall have a non-exclusive use of the Leased Premises with the Landlord retaining the ability to utilize the defined premises for its own purposes.

1.3 Tenant does herein have the exclusive right to market the respective Leased Premises for banquet service. The Tenant's ability to market said premises shall be exclusive except for the rights retained by Landlord.

1.4 Tenant shall create and share a calendar by which Tenant and Landlord will communicate Leased Premises use.

2. USE AND TERM

2.1 The term of this agreement shall commence on November 1, 2023 and continue for a period of three (3) years through October 31, 2026.

2.2 The Landlord and Tenant shall have a mutual right to extend for an additional three (3) years the use and term of this Commercial Lease Agreement.

2.3 The Landlord and Tenant do further acknowledge that any additional extensions to

the Commercial Lease Agreement shall be negotiated between the respective parties.

2.4 The Landlord and Tenant do further herein acknowledge and agree that either party herein may terminate the Commercial Lease Agreement with the providing of a one hundred eighty (180) day notice. The parties do herein acknowledge and agree that any events that may be calendared for date in excess of said notice period shall be exempted and the terms and condition of the Lease Agreement shall apply to said pre-calendared events.

2.5 The Tenant must complete payments from the previous contract, in the amount of \$25,000, by August 15, 2024. Failure to complete payments from the previous contract shall result in the termination of this Agreement.

3. RENT AND METHOD OF PAYMENT

3.1 Tenant shall pay Landlord monthly. Tenant shall pay the greater of \$600/month or twenty-two percent (22%) of gross sales of the Tenant from the banquet/catering services. In addition to the aforementioned monthly rental, Tenant shall pay Landlord ten percent (10%) of all off premise catering deliver to the Leased Premises.

3.1A Tenant agrees to provide third party testing of ice machine during the life of the contract. Should the tenant stop third part testing of the ice machine the minimum monthly rent will be \$700/month.

3.2 Gross sales as herein identified shall include the gross receipts generated from any contracts and/or activity of the Tenant in the provision of banquet and catering services at the Leased Premises. Gross sales are further defined to include the price of food, all beverages, room fees, entertainment fees, and other like kind charges, and shall be reduced only be the applicable sales and use taxes generated and paid for said products.

3.3 Tenant shall pay to Landlord the monthly rental payment no later than thirty (30) days from the last day in the preceding rental month. The first monthly rental payment (November 2023) is due by December 30, 2023.

3.4 Tenant shall provide, as soon as commercially feasible, advance written notice to the Landlord of the reservation of the Leased Premises for a catering and/or banquet event and shall include in such noticed the following:

- 3.4A Name
- 3.4B Purpose and/or nature of the event,
- 3.4C The number of participants anticipated b contract to attend the event,
- 3.4D The project budget for the event, which shall include the projected gross revenues

3.4 Within seven (7) days of the completion of the event, the Tenant shall provide to Landlord a detailed listing of the final billing to Tenant's client and/or customer, which shall include charges for all services rendered for the banquet or catering event.

4. USE OF PROPERTY

4.1 The Tenant shall use and occupy the premises as designated by the Landlord for a banquet or catering operation and for no other purpose without the prior written consent of the Landlord.

5. MASTER AGREEMENT

5.1 The Parties hereby agree to adopt the terms of the master Lease Agreement, previously executed on June 30, 2011 and all amendments thereafter with the exception of previous amendments related to Lease Premises, Use and Term, Consideration and Rent, Method of Payment and, Use of Property.

6. EFFECTIVE DATE

6.1 Landlords and Tenants have signed this lease and it shall be effective on the date listed at the beginning of the Agreement.

Whereas the Landlords have reviewed the terms of this Lease Agreement this ____ day of October, 2023.

WITNESSES:

CITY OF SOUTHGATE

By: _____
JOSEPH G. KUSPA, Mayor
By: _____
JANICE M. FERENCZ, Clerk

Whereas the Tenant has reviewed the terms of this Lease Agreement this ____ day of October, 2023.

WITNESSES:

CRYSTALGARDENS – SOF INC.

By: _____
ROGER J. ROELS, its President

COMMERCIAL LEASE AGREEMENT AMMENDMENT

This Amendment is made and entered into this _____ day of _____, 2023, by and between the CITY OF SOUTHGATE, a Municipal Corporation, by and through its authorized representatives, whose address is 14400 Dix-Toledo Road, Southgate, MI 48195, hereinafter referred to as "Landlord," and CRYSTAL GARDENS-SOF INC., a Michigan Corporation, by ROGER J. ROELS, its President, whose address is 16703 Fort Street, Southgate, MI 48195, hereinafter referred to as "Tenant."

RECITALS

WHEREAS, the Landlord and Tenant are currently engaged in a public-private partnership to provide professional food services in the City of Southgate, County of Wayne, and State of Michigan; and

WHEREAS, the Landlord does maintain at its premises certain banquet facilities and restaurant operations known commonly as the Southwinds Clubhouse; and

WHEREAS, the Tenant is in the enterprise of managing banquet facilities and has a level of expertise in the administration, managing, marketing, and catering of banquet facilities and food service operations;

NOW, THEREFORE, it is herein agreed by and between the Landlord and Tenant shall modify the current Agreement as follows:

1. LEASED PREMISES

1.1 Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, a certain portion of commercial real property hereinafter called the "Leased Premises". Said Leased Premises is the Southwinds Club House.

1.2 Landlord and Tenant do herein acknowledge that Tenant shall have a non-exclusive use of the Leased Premises with the Landlord retaining the ability to utilize the defined premises for its own purposes.

2. USE AND TERM

2.1 The term of this agreement shall commence on November 1, 2023 and continue for a period of three (3) years through October 1, 2026.

2.2 The Landlord and Tenant shall have a mutual right to extend the use and term of this Commercial Lease Agreement.

2.3 The Landlord and Tenant do further acknowledge that any additional extensions to the Commercial Lease Agreement shall be negotiated between the respective parties.

2.4 The Landlord and Tenant do further herein acknowledge and agree that either party herein may terminate the Commercial Lease Agreement with the providing of a one hundred eighty **page 28**

(180) day notice. The parties do herein acknowledge and agree that any events that may be calendared for date in excess of said notice period shall be exempted and the terms and condition of the Lease Agreement shall apply to said pre-calendared events.

3. RENT

3.1 Tenant shall pay Landlord an annual rent of \$8400 to be paid in ten (10) equal payments of \$840 made monthly from March to December.

3.2 Rent shall be adjusted annually for inflation based on the Consumer Price Index.

4. USE OF PROPERTY

4.1 The Tenant shall use and occupy the premises as designated by the Landlord for the operation of the Clubhouse and for no other purpose without the prior written consent of the Landlord.

4.2 The Tenant shall be the sole operator of the Leased Premises for the entire year.

4.3 Hours of operation: April through September weather permitting. Doors to clubhouse will open from 10:00am -6:00pm. If golf leagues, tournaments or golf outings are booked hours may be adjusted earlier and/or later depending on need. October through March doors will be open for special events and meetings.

5. MASTER AGREEMENT

5.1 The Parties hereby agree to adopt the terms of the master Lease Agreement, previously executed on June 30, 2011 and all amendments thereafter with the exception of previous amendments related to Leased Premises, Use and Term, Consideration and Rent and, Use of Property.

6. EFFECTIVE DATE

6.1 Landlords and Tenants have signed this lease and it shall be effective on the date listed at the beginning of the Agreement.

Whereas the Landlords have reviewed the terms of this Lease Agreement this ____ day of _____, 2023.

WITNESSES:

CITY OF SOUTHGATE

By: _____

JOSEPH G. KUSPA, Mayor

By: _____

JANICE M. FERENCZ, Clerk

Whereas the Tenant has reviewed the terms of this Lease Agreement this ____ day of _____, 2023

WITNESSES:

CRYSTAL GARDENS-SOF INC.

By: _____

ROGER J. ROELS, its President

COMMERCIAL LEASE AGREEMENT

This agreement is made and entered into this _____ day of _____, 2011, by and between the CITY OF SOUTHGATE, a Municipal Corporation, by and through its authorized representatives, whose address is 14400 Dix-Toledo Road, Southgate, MI 48195, hereinafter referred to as "Landlords," and SOF INC. DBA SOUTHGATE CRYSTAL GARDENS, a Michigan Corporation, by ROGER J. ROELS, its President, whose address is 16703 Fort Street, Southgate, MI 48195, hereinafter referred to as "Tenant."

RECITALS

WHEREAS, the Landlord does hold title to certain property in the City of Southgate, County of Wayne, and State of Michigan; and

WHEREAS, the Landlord does maintain at its premises certain banquet facilities and ice rink concessions; and

WHEREAS, the Tenant is in the enterprise of managing banquet facilities and has a level of expertise in the administration, managing, marketing, and catering of banquet facilities; and

WHEREAS, the Landlord and Tenant have entered into agreements regarding the lease of certain premises within the SOUTHGATE CIVIC CENTER to lease the banquet facilities and ice rink concessions located therein;

NOW, THEREFORE, it is herein agreed by and between the Landlord and Tenant as follows:

1. LEASED PREMISES

1.1 Landlords hereby lease to Tenants, and Tenants hereby lease from Landlords, a certain portion of commercial real property hereinafter called the "Leased Premises". Said Leased Premises are primarily the banquet room and adjoining areas including the kitchen, bar areas, restrooms, storage rooms, and other adjoining portions of the property and common areas and the ice rink concession facility. A detailed description of the premises will be defined and incorporated in Exhibit A.

1.2 Landlord and Tenant do herein acknowledge that Tenant shall have a non-exclusive use of the Leased Premises with the Landlord retaining the ability to utilize the defined premises for its own purposes.

1.3 Tenant does herein have the exclusive right to market the respective Leased Premises for banquet service. The Tenant's ability to market said premises shall be exclusive except for the rights retained by Landlord.

2. USE AND TERM

2.1 The term of this agreement shall commence on July 1, 2011 and continue for a period of five (5) years through June 30, 2016.

2.2 The Landlord and Tenant shall have a mutual right to extend the use and term of this Commercial Lease Agreement for an additional five year period from July 1, 2016 through June 30, 2021.

2.3 The Landlord and Tenant do further acknowledge that any additional extensions to the Commercial Lease Agreement shall be negotiated between the respective parties.

2.4 The Landlord and Tenant do further herein acknowledge and agree that either party ~~herein may terminate the Commercial Lease Agreement with the providing of a one hundred eighty~~ (180) day notice. The parties do herein acknowledge and agree that any events that may be calendared for date in excess of said notice period shall be exempted and the terms and condition of the Lease Agreement shall apply to said pre-calendared events.

3. CONSIDERATION AND RENT

3.1 Tenant shall pay Landlord a rental based on the gross receipts generated by the Tenant in the provision of banquet, catering, and concession services at the Leased Premises. Said consideration shall be determined and paid for each rental year as follows:

3.1.A Each month during the initial term of said Lease, that being July 1, 2011 through June 30, 2016, the Tenant shall pay to Landlord the greater of fourteen hundred dollars (\$1,400.00) or twenty-two (22%) percent of the gross sales of the Tenant from banquet/catering services and concessions generated from the Leased Premises. In addition to the aforementioned monthly rental, Crystal Gardens will also pay to Landlord ten (10%) percent of all off premise catering delivered to the leased premises.

3.2 The Landlord and Tenant do further herein acknowledge that the parties may mutually extend the Commercial Lease Agreement for an additional five (5) year period, from July 1, 2016 through June 30, 2021. Said option shall be mutually agreed to by and between the parties prior to the expiration of the initial lease term.

3.3 Gross sales as herein identified shall include the gross receipts generated from any contracts and/or activity of the Tenant in the provision of banquet and catering services at the Leased Premises. Gross sales are further defined to include the price of food, all beverages, room fees, entertainment fees, and other like kind charges, and shall be reduced only by the applicable sales and use taxes generated and paid for said products.

3.4 The Tenant shall not acquire alcoholic beverages from any other source nor allow any other individual and/or entity to bring or maintain any alcoholic beverages at the Leased Premises. Tenant's employees shall be certified by the MLCC in a Server Training Program.

4. METHOD OF PAYMENT

4.1 Tenant shall pay to Landlord the monthly rental payment no later than thirty (30) days from the last day in the preceding rental month. The first monthly rental payment (July 2011) is due by August 30, 2011.

4.2 Tenant shall provide, as soon as commercially feasible, advance written notice to the Landlord of the reservation of the Leased Premises for a catering and/or banquet event and shall include in such notice the following:

- 4.2.A Name
 - 4.2.B Purpose and/or nature of the event.
 - 4.2.C The number of participants anticipated by contract to attend the event.
 - 4.2.D ~~The project budget for the event, which shall include the projected gross revenues.~~
-

4.3 Within seven (7) days of the completion of the event, the Tenant shall provide to Landlord a detailed listing of the final billing to Tenant's client and/or customer, which shall include charges for all services rendered for the banquet or catering event.

5. USE OF PROPERTY

5.1 The Tenant shall use and occupy the premises as designated by the Landlord for a banquet, catering, or ancillary operation or concession facility and for no other purpose without the prior written consent of the Landlord.

6. CONDITION OF PROPERTY

6.1 The Tenant does further herein acknowledge that Tenant has reviewed and inspected the subject property and is satisfied with its present condition and does herein accept the Leased Premises in its current "AS-IS", "WHERE-IS" condition.

6.2 The Tenant is further aware that any aesthetic repairs that may be required by the Tenant shall be performed by the Tenant at Tenant's sole and exclusive expense and that the nature of any repair to be performed by Tenant must be pre-approved in writing by Landlord including the type, manner, and use of materials to complete the repairs.

7. MAINTENANCE AND REPAIR

7.1 Landlord shall assume and be responsible for the maintenance and repair of the following portion of the Leased Premises during the term of the Lease Agreement:

- 7.1.A Roof.
- 7.1.B Outer walls.
- 7.1.C Any enclosed piping that exists within the walls of the subject property.
- 7.1.D Plate glass.
- 7.1.E Common areas.
- 7.1.F HVAC systems.

7.2 Tenant shall bear responsibility for repair and maintenance of the Leased Premises within the building without contribution from the Landlord herein.

7.3 Tenant shall be responsible for maintenance of the banquet facilities and concessions

area, cleaning of the facilities following a catering event, and cleaning and maintaining the adjoining areas utilized by the clientele of the Tenant during the operation of the event.

7.4 The Tenants will, at their own expense, keep the Leased Premises in good condition during its use and utilization of the property and will, at the expiration of this Lease, deliver the premises to the Landlords in like condition to when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenants shall not make any alterations, additions or improvements to the Leased Premises without the Landlords' advance written consent. ~~All alterations, additions and improvements made by either party upon the premises during the term hereof, except movable office furniture and trade fixtures put in at Tenants' expense, shall become the property of the Landlords at the expiration of the term.~~

8. USE OF PARKING LOT

8.1 That the parties do herein acknowledge that adjoining the Leased Premises is a parking lot. Said parking lot may be utilized by the Tenant in the management of a catering operation at the Leased Premises, but that said use shall be non-exclusive and the parking may be and continued to be used by the Landlord and/or its designees.

8.2 The Landlord shall assume the responsibility for the repair and/or maintenance of said parking lot area including, but not limited to, sealing, striping and maintenance.

8.3 The Landlord shall further be responsible for the removal of snow and shall utilize its best efforts to maintain the parking lot in a usable condition during periods of extreme weather.

8.4 The Landlord may place appropriate use and regulations relative to the use of said parking lot during the term of the Lease. Said use and regulations relative to the use of said parking lot may include restrictions on the Tenant's ability to park vehicles for extended overnight periods and other like kind matters.

9. OBLIGATION FOR UTILITIES

9.1 The Landlord will pay all charges made against the Leased Premises during the term hereof for utilities such as gas, water, heat, electricity and garbage collection.

9.2 The Tenant herein shall assume any responsibility for the placement of any additional telephone connections and charges for said connections and/or use.

10. USE OF EQUIPMENT AND MISCELLANEOUS ITEMS

10.1 Landlord and Tenant do herein agree that Tenant shall have the ability to utilize certain property of the Landlord. Said property shall include the following:

10.1.A	Tables.
10.1.B	Chairs.
10.1.C	Banquet china set.
10.1.D	Banquet flatware set.
10.1.E	Banquet glasses.
10.1.F	Kitchen equipment and bar equipment.

The Tenant shall be solely responsible for the repair or replacement of any such property or equipment damaged, destroyed, or stolen during the operation of the Tenant's banquet and catering operations.

10.2 Tenant does herein intend to acquire additional items of property to be utilized in the catering operation at the Leased Premises. All said items purchased to be utilized by the Tenant shall be separately stored and maintained on the Leased Premises. Upon the expiration of the lease term, the Tenant shall have the option to remove said items of personal property.

11. INSURANCE

11.1 During the term of this Lease, the Tenants will procure and maintain business liability insurance and shall do and perform any and all acts necessary to indemnify Landlords and keep Landlords harmless from any liability or claim for damages that may be asserted against Landlords because of any accident or casualty occurring on or about the premises. The Tenants shall, at their own expense and cost, obtain and keep in force a policy or policies of public liability insurance and property insurance with an insurance company approved by Landlords, with liability coverage of not less than One Million (\$1,000,000.00) Dollars for injury or death to any one person; One Million (\$1,000,000.00) Dollars for injury or death to more than one person; and One Million (\$1,000,000.00) Dollars for damage to property. The Tenants shall procure and maintain an Umbrella policy covering the Landlord City for perils due to the operation of the premises and the management and dispensation of alcohol at the leased premises.

11.2 The Tenants shall furnish Landlords with certificates or other evidence acceptable to Landlords indicating that the insurance is in effect and providing that Landlords shall be notified in writing at least thirty (30) days before cancellation of, or any material change in with regard to the renewal of said policy. The Landlords shall be further named as additional named insureds on said policies of insurance.

11.3 The Tenant does further herein agree that the Landlord shall maintain liquor liability insurance coverage as a portion of its overall insurance coverage for the subject property. The Tenant shall reimburse Landlord for any insurance premium charges that increase for the additional alcohol sales that may be generated from the Leased Premises and paid pursuant to the terms of this Lease Agreement. Said liquor liability charges shall be audited on the anniversary date of the lease term, that being for the initial period of July 1, 2011 through June 30, 2012, and for every year thereafter.

11.4 Any insurance maintained by Tenants pursuant to this paragraph shall contain a clause or endorsement under which the insurer waives all rights of subrogation against the other party or its agents or employees with respect to losses payable under this policy.

11.5 Any property kept on the premises by the Tenants shall be kept there at Tenants' sole risk. Tenants shall maintain property insurance for their respective business assets at their sole expense. Tenants are aware that Landlords shall bear no responsibility for the maintenance of insurance with regard to the Tenants' property.

12. TENANT DESIGNATED AS INDEPENDENT CONTRACTOR

12.1 The Landlord and Tenant do herein acknowledge that the Landlord does not maintain any management responsibilities regarding the banquet and catering enterprise of the Tenant and that the Tenant herein is acting as an independent contractor in the administration, marketing, and use of the Leased Premises.

12.2 Tenant shall be solely responsible for payment of all federal, state, and local employment taxes for its employees.

12.3 Tenant shall further be responsible to maintain sufficient workers compensation insurance for all of its respective employees and to provide to Landlord certificates of insurance confirming the existence of said insurance coverages.

13. INDEMNIFICATION AND HOLD HARMLESS

13.1 The Landlord and Tenant do herein acknowledge that the Landlord does not assume any liability for any act and/or omission by the Tenant or its agents or invitees. The Tenant agrees to indemnify the Landlord and hold the Landlord and its respective officers, employees and members harmless for any claim of any kind or nature whatsoever arising out of or resulting from any acts and/or omissions by the Tenant, its agents, invitees, representatives and/or employees.

14. SIGNS AND ADVERTISING

14.1 All signs and advertising displayed in and about the premises shall be such as to only advertise the business carried on in said premises. The Landlords shall control the size and character thereof. No sign shall be displayed unless approved in writing by Landlords although permission shall not be unreasonably withheld. No modifications, improvements or repairs shall be made to the exterior of the premises without prior written approval by the Landlords.

15. ASSIGNMENT OF LEASE

15.1 The Tenants shall not sell, assign, mortgage, pledge, or in any manner transfer this lease or sublet the premises, or any portion of the premises without Landlords' prior written consent, which shall not be unreasonably withheld. In the event of any assignment or sublease, Tenants shall remain fully liable on this lease. The Landlords' right to assign this lease is unqualified. Upon any sale of the premises in which the purchaser assumes all obligations under this Lease, the Landlords shall be entirely free of all obligations of the Landlords under this lease and shall not be subject to any liability resulting from any act, omission, or event occurring after the conveyance. Tenants

COMMERCIAL LEASE AGREEMENT AMMENDMENT

This Amendment is made and entered into this 18 day of February, 2011, by and between the CITY OF SOUTHGATE, a Municipal Corporation, by and through its authorized representatives, whose address is 14400 Dix-Toledo Road, Southgate, MI 48195, hereinafter referred to as "Landlords," and CRYSTAL GARDENS LLC, a Michigan Corporation, by ROGER J. ROELS, its President, whose address is 16703 Fort Street, Southgate, MI 48195, hereinafter referred to as "Tenant."

RECITALS

WHEREAS, the Landlord and Tenant are currently engaged in a public-private partnership to provide professional food services in the City of Southgate, County of Wayne, and State of Michigan; and

WHEREAS, the Landlord does maintain at its premises certain banquet facilities and restaurant operations known commonly as the Gate Clubhouse; and

WHEREAS, the Tenant is in the enterprise of managing banquet facilities and has a level of expertise in the administration, managing, marketing, and catering of banquet facilities and food service operations;

NOW, THEREFORE, it is herein agreed by and between the Landlord and Tenant shall modify the current Agreement as follows:

1. LEASED PREMISES

1.1 Landlords hereby lease to Tenants, and Tenants hereby lease from Landlords, a certain portion of commercial real property hereinafter called the "Leased Premises". Said Leased Premises are primarily the Gate Club House and adjoining areas including the kitchen, bar area, restrooms, storage rooms, and other adjoining portions of the property and common areas.

1.2 Landlord and Tenant do herein acknowledge that Tenant shall have a non-exclusive use of the Leased Premises with the Landlord retaining the ability to utilize the defined premises for its own purposes.

1.3 Tenant does herein have the exclusive right to market the respective Leased Premises for banquet service. The Tenant's ability to market said premises shall be exclusive except for the rights retained by Landlord.

2. USE AND TERM

2.1 The term of this agreement shall commence on April 1, 2012 and continue for a period of three (3) years through March 30, 2015.

2.2 The Landlord and Tenant shall have a mutual right to extend the use and term of this Commercial Lease Agreement.

2.3 The Landlord and Tenant do further acknowledge that any additional extensions to the Commercial Lease Agreement shall be negotiated between the respective parties.

2.4 The Landlord and Tenant do further herein acknowledge and agree that either party herein may terminate the Commercial Lease Agreement with the providing of a one hundred eighty (180) day notice. The parties do herein acknowledge and agree that any events that may be calendared for date in excess of said notice period shall be exempted and the terms and condition of the Lease Agreement shall apply to said pre-calendared events.

3. CONSIDERATION AND RENT

3.1 Tenant shall pay Landlord a rental based on the gross receipts generated by the Tenant in the provision of banquet, catering, and concession services at the Leased Premises. Said consideration shall be determined and paid for each rental year as follows:

3.1.A Beginning April 1, 2012 rent shall be paid as follows: Crystal Gardens shall pay for all utilites generated by the Southgate Club House Resturant and pay 15% of all gross sales after the first \$175,000 including; food, beverage, and vending concessions.

4. USE OF PROPERTY

4.1 The Tenant shall use and occupy the premises as designated by the Landlord for a banquet or catering operation and for no other purpose without the prior written consent of the Landlord. All menu changes and pricing shall be subject to the approval of the Landlord.

5. MASTER AGREEMNT

5.1 The Parties hereby agree to adopt the terms of master Lease Agreement and incorporate all terms and conditions contained therein.

6. EFFECTIVE DATE

6.1 Landlords and Tenants have signed this lease and it shall be effective on the date listed at the beginning of the Agreement.

Whereas the Landlords have reviewed the terms of this Lease Agreement this ____ day of _____, 2011.

WITNESSES:

Kevin Watson
Kevin Watson

CITY OF SOUTHGATE

By:

JOSEPH G. KUSPA, Mayor

By:

THOMAS M. ALEXANDER, Clerk

Whereas the Tenant has reviewed the terms of this Lease Agreement this 18 day of February, 2012.

WITNESSES:

CRYSTAL GARDENS-GROSSE ILE, INC.

By:

ROGER J. ROELS, its President

Promissory Note

October 10, 2023

For value received the undersigned promises to pay to the order of the City of Southgate, a municipal corporation, the principal sum of Twenty-Five Thousand dollars (\$25,000.00). Said principal shall be paid by the undersigned in lawful money of the United State of America As follows:

Payable in full on or before August 15, 2024. A minimum monthly payment of One Thousand dollars (\$1000.00) shall be collected by the 15th of every month beginning November 15, 2023. Any remaining balance to be paid in full by August 15, 2024

Should default be made in the payment of the principal due hereunder, then such default shall mature the entire indebtedness evidenced hereby, without notice, at the option of the holder thereof. Every person at any time liable for the payment of the debt evidenced hereby waives presentment for payment, demand and notice of non-payment of this note, and consents that the holder may extend the time of the payment any part or the whole of the debt at any time at the request of any other person liable. The city of Southgate may then enter Consent Judgement in the amount of \$25,000.00 in a court of competent jurisdiction, said judgment attached hereto and incorporate by reference.

Southgate Crystal Garden – SOF Inc.

A Michigan Corporation

BY: Roger K. Roels, its President

STATE OF MICHIGAN JUDICIAL DISTRICT JUDICIAL CIRCUIT	JUDGMENT Civil	CASE NO.
Court address		Court telephone no.

Plaintiff(s)
The City of Southgate, a Michigan Municipal Corporation

v

Defendant(s)
Southgate Crystal Gardens-SOF, Inc.
A Michigan Corporation

Plaintiff's/Plaintiff's attorney name, address, and telephone no.

EDWARD M. ZELENAK P27611
2933 Fort Street
Lincoln Park MI 48146
313-386-6400
☒ **JUDGMENT**For: City of SouthgateAgainst: Southgate Crystal Gardens-SOF, Inc.☐ Trial☐ Summary Disposition☒ Consent☐ Default*☐ **DISMISSAL**☐ Without prejudice☐ No cause of action☐ With prejudice

*For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

ORDER OF JUDGMENT NOT INCLUDING STATUTORY INTEREST

Damages: \$ 25,000.00
Costs (fees): filing \$ _____ jury \$ _____ motion \$ _____ service \$ _____
statutory \$ _____ (MCL 600.2441) \$ _____
Attorney fee: ☐ statutory ☐ other (specify) _____ \$ _____
Total judgment amount (This judgment will earn interest at statutory rates, computed from the filing date of the complaint.): \$ 25,000.00

☐ The defendant shall pay the judgment in installment payments of \$ _____ each _____ starting _____ until the judgment is paid in full. The plaintiff shall not issue a periodic garnishment as long as payment is made.

Other conditions, if any:

☒ Approved as to form, notice of entry waived.**IT IS ORDERED** that this judgment is granted.This judgment resolves the last pending claim and closes the case unless checked here. ☐

Judgment date _____

Judge/Court clerk _____

Bar no. _____

Plaintiff/Attorney _____

Defendant/Attorney _____

Judgment has been entered and will be final unless a motion for new trial or an appeal is filed within 21 days after the judgment date.

STATUTORY INTEREST

The judgment interest accrued from the filing of the complaint to judgment is \$ _____ and is based on:

(If additional rates apply, attach a separate sheet.)

☐ the statutory rate of _____ % from _____ to _____
☐ the statutory 6-month rate(s) of _____ % from _____ to _____ and
_____ % from _____ to _____

CERTIFICATE OF MAILING

I certify that on this date I served a copy of this judgment on the parties or their attorneys by first-class mail addressed to their last-known addresses as defined by MCR 2.107(C)(3).

Date _____

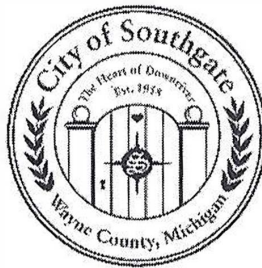
Signature _____

MCL 600.2441, MCL 600.5759, MCL 600.6013, MCL 600.8375, MCR 2.601,
MCR 2.602, MCR 2.603, 50 USC App 521

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

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator

Date: October 12, 2023

Re: Resolution for Charitable Gaming License for a Southgate Based Non-Profit

Touchdown Titans Booster Club, a Southgate based non-profit entity, is organized under the Michigan Non-Profit Corporations Act 1625 of 1982. It received State approval to operate as a 501(c)(3) on December 29, 2021.

The Touchdown Titans Booster Club, is requesting a resolution for Charitable Gaming License. These resolution requests the City Council to recognize Touchdown Titans Booster Club as a non-profit organization operating in Southgate. If adopted the resolution by City Council will be forwarded to the State by the organization to seek a charitable gaming license. The organization does rely heavily on donations and fundraising events for funding.

Please contact me with any questions.

Proposed Motion: *To approve the request of Touchdown Titans Booster Club, of Southgate MI, to be recognized as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming licenses.*



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillisale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(K)(II))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application
BSL-CG-1153(R6/09)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION
for

TOUCHDOWN TITANS BOOSTER CLUB

ID Number: 802858715

received by electronic transmission on May 18, 2022 ***, is hereby endorsed.***

Filed on May 24, 2022 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 24th day of May, 2022.

Linda Clegg

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau

LARA Corporations Online Filing System

Department of Licensing and Regulatory Affairs

ID Number: 802539218

[Request certificate](#)

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[New search](#)

Summary for: **TITANS TOUCHDOWN BOOSTER CLUB**

The name of the **DOMESTIC NONPROFIT CORPORATION**: **TITANS TOUCHDOWN BOOSTER CLUB**

Entity type: DOMESTIC NONPROFIT CORPORATION

Identification Number: 802539218

Date of Incorporation in Michigan: 10/22/2020

Purpose: Other

Term: Perpetual

Most Recent Annual Report: 2023

Most Recent Annual Report with Officers & Directors: 2023

The name and address of the Resident Agent:

Resident Agent Name: BOBBY MARTEN, HEAD FOOTBALL COACH

Street Address: 15475 LEROY

Apt/Suite/Other:

City: SOUTHGATE

State: MI

Zip Code: 48195

Registered Office Mailing address:

P.O. Box or Street Address: 15475 LEROY

Apt/Suite/Other:

City: SOUTHGATE

State: MI

Zip Code: 48183

The Officers and Directors of the Corporation:

Title	Name	Address
PRESIDENT	JILL COCHRANE	13372 MARK SOUTHGATE, MI 48195 USA
TREASURER	KELLY PORTER	23819 EMILY DRIVE BROWNSTOWN, MI 48183 USA
SECRETARY	SARAH KUNTZMAN	12862 NETHERWOOD SOUTHGATE, MI 48195 USA
DIRECTOR	KERRY PORTER	23819 EMILY DRIVE BROWNSTOWN, MI 48183 USA
DIRECTOR	MITCH DOBEK	15475 LEROY SOUTHGATE, MI 48195 USA
DIRECTOR	BOBBY MARTEN, HEAD FOOTBALL COACH	15475 LEROY SOUTHGATE, MI 48195 USA

Act Formed Under: 162-1982 Nonprofit Corporation Act

Acts Subject To: 162-1982 Nonprofit Corporation Act

The corporation is formed on a Membership basis.

☐ Written Consent

View filings for this business entity:

ALL FILINGS
ANNUAL REPORT/ANNUAL STATEMENTS
ARTICLES OF INCORPORATION
ARTICLES OF INCORPORATION
RESTATED ARTICLES OF INCORPORATION
~~RESTATED ARTICLES OF INCORPORATION~~

[View filings](#)

Comments or notes associated with this business entity:

[LARA FOIA Process](#) [Transparency](#) [Office of Regulatory Reinvention](#) [State Web Sites](#)

[Michigan.gov Home](#) [ADA](#) [Michigan News](#) [Policies](#)

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Touchdown Titans Booster Club

Article 1: Name

Section 1 – The name of this organization shall be the Touchdown Titans Booster Club, hereafter referred to as the TTBC.

Section 2 – The address of the TTBC will be the same as the official address for Southgate Anderson High School. That address is 15475 Leroy Southgate, MI 48195. Alternate addresses may be that of any active member of the TTBC Board of Directors while they are officially acting as a representative of the TTBC.

Article 2: Purpose & Mission Statement

Section 1 – The mission of the Touchdown Titans Booster Club is to provide support for the Titan Football program through fundraising, community involvement, and school spirit. It is our goal to enhance the Titans Football program to build pride in the players and coaches and create open community and student support for the team. Through financial support, we will provide both the necessities and the extras that will enable the program to compete with other top programs at the level assigned by the Michigan High School Association.

Section 2 – The following are the primary purposes of the TTBC.

1. Support the financial needs of the Southgate Anderson Football Program.
2. Seek to encourage coaches, players, parents, teachers, students, administration and the community to promote the ideals of good sportsmanship, honesty, loyalty, and commitment.
3. Support the coaching staff to help produce football teams of the highest competitive level.
4. Elevate the football team's and player's image in the eyes of the school, community and themselves.
5. Encourage total community participation in the organization.
6. Support the football program, win or lose, through personal involvement in the purpose of the organization.
7. To remain a non-profit organization forever.

Section 3 – Code of Conduct

1. All members of the TTBC shall act in good faith at all events (social and athletic). Any conduct that is violent or abusive in nature shall be considered just cause for dismissal from membership in the TTBC. Such actions should be reported in writing to the Executive Board stating the following:
 - a. The nature of the offensive action in detail.
 - b. The date of the occurrence.
 - c. The report must be signed by the individual reporting the incident.
 - d. A review shall be conducted, and a vote shall be taken at the next regularly scheduled meeting of the Executive Board on what actions should be taken.
2. No member of the TTBC will in any way use his/her position to influence the coaches with regard to the playing time of a son or daughter in a game.

Article 3 - General membership

1. General membership in this association shall be held by any mother, father, step-parent or legal guardian of boys or girls participating in the athletic program. The only exception to this rule, at the discretion of the President, with the approval of the Executive Board, will be past participants who have continuous service with this organization

Article 4: Officers, Board of Directors and Elections

Section 1 – Elected Officers

1. Officers will be elected annually on or before the first August association meeting of the TTBC. Officer nominations will occur no later than the July association meeting of the TTBC.
2. The new officers will officially assume their responsibilities on January 1 of the next calendar year. Current year officers will continue to handle all business that is conducted. Newly elected officers shadow the current year officers for their respective positions from August through December before assuming their respective positions on January 1 of the next calendar year.
3. The elected officers of the club shall be President, Vice President, Secretary and Treasurer.
4. In addition to the officers listed above, the previous year's club President shall serve as an officer in the capacity of Past President.
5. The elected officers will serve a one-year term that runs from January 1 through December 31.
6. If elected, the officers may serve additional terms up to a maximum of four terms total, so long as they are a current member in good standing of the TTBC as defined by these bylaws.
7. All officers must be members in good standing of the TTBC.

Section 2 – Executive Board of Directors

1. The Executive Board of Directors is made up of the President, Vice President, Secretary, Treasurer and Head Football Coach.
2. The Executive Board of Directors shall meet on call by the President.
3. A minimum of Three (3) members of the Executive Board of Directors must be in attendance at an Executive Board meeting for TTBC business to be conducted.
4. The Executive Board of Directors shall have supervisory control over all of the business of the TTBC except during the election of officers.

Section 3 – Compensation

1. No officer or director shall be entitled to receive any salary or compensation (monetary or otherwise) for services performed by him/her as such officer or director for the TTBC.

Section 4 – Election of Officers

1. All officers of the club shall be elected annually with the exception of the Past President and Head Football Coach.
2. All officers will be nominated and then elected by a majority vote.
3. The officers shall be elected to serve for one fiscal year.
4. The officers elected must be members in good standing of the TTBC per the requirements as established by these bylaws.

Section 5 – Vacancies

1. In the event vacancies in the Executive Board of Directors shall occur for whatever reason, the President shall nominate a successor or successors to serve out the unexpired term. The successor or successors will be ratified by a majority vote by a quorum of the executive board.
2. In the event of a temporary absence of the President, the Past President or the Vice President shall Chair the Executive Board of Directors for the period of absence (as appointed by the President)

Article 5: Board and General Membership Meetings

Section 1 – General Meetings

1. General meetings of the Touchdown Titans Booster Club will be held a minimum of once per month beginning in March and running through the month of November.
2. The meeting schedule for the year will be established prior to the initial general membership meeting for the year and will be presented at the first TTBC meeting of each year.
3. Notice of the time, date and place of the regular meetings shall be a web posting or announced via mail, email or phone call. Meetings shall be open to all interested persons
4. An emergency meeting may be called by the Executive Board of Directors provided that a minimum of seven (7) calendar days of notice has been provided to the general membership via any of the following methods: mail, email, web posting or phone call.

Section 2 – Quorums at Meetings

1. There must be a quorum of six (6) active members including the Executive Board of Directors at a general membership meeting in order for official TTBC business to be conducted.

Section 3 – Executive Board of Directors Meeting and Standing/Special Committees

1. The Executive Board may conduct business between scheduled general meeting dates in order to keep the organization in good standing. In order for official TTBC business to be conducted at called Executive Board Meetings, there must be a quorum of at least four (4) Executive Board Members in attendance.
2. The president will establish dates for Executive Board of Directors Meetings.
3. It is expected that standing and specially appointed committee meetings will be held periodically outside of the general membership and Executive Board Meetings. No official TTBC business will be executed at these meetings; however, it is expected that the

chairs of such standing and special committees will provide updates and reports to the club or to the Executive Board of Directors at scheduled meetings as detailed in Section 1 and in Section 3 of Article 5.

Section 4 – Voting

1. Only members in good standing with the TTBC and who have attended at least two (2) association meeting (including the meeting for the election) are eligible to vote.
2. Each TTBC member shall be entitled to only one vote.
3. A motion shall be carried by a majority of votes.

Article 6: Powers, Responsibilities, and Duties of Officers

Section 1 – President

1. The President shall be the Chief Officer of the Club. The President shall preside at all the meetings of the Executive Board of Directors and of the general membership. The President shall perform such other executive duties as assigned to her/him by the general club membership.
2. The President shall appoint a Chairperson for each Committee when the need arises should no member volunteer. Such committees would include those Standing and Special Committees provided for in Article 7 of this document.
3. The President has the authority to authorize any purchase up to \$5000 that has been outlined in the TTBC annual operating and capital budget, assuming that the annual budget has been presented to the club and approved by both the Executive Board of Directors and the general membership at a publicized general membership meeting.

Section 2 – Vice President

1. The VP shall be responsible for leading the activities around fundraising for the TTBC. The VP shall work with a Fundraising Committee Chairperson to carry out the various fundraising projects.
2. The VP shall work with other members of the Executive Board of Directors to identify and approve the primary fundraising activities of the club.
3. The VP will also be primarily responsible for determining the anticipated income and expense for all fundraising activities and will help develop the TTBC annual revenue and expense budget line items around those activities.
4. The VP, along with the President, shall be responsible for overseeing all the operational aspects of the TTBC. This shall include management of the standing operational committees.

Section 3 – Secretary

1. The Secretary shall keep a record of all the minutes of both the General Membership and the Executive Board of Directors. At each General Membership meeting, the Secretary will present a copy of the minutes of the previous General Membership meeting for review and approval by the TTBC. A copy of the minutes will be made available to each member by hard copy at the general membership meeting.

2. The Secretary is also responsible for performing or coordinating all communications and correspondence activities with the general membership of the TTBC. This includes working closely with the Communications Committee Chairperson in these endeavors.
3. The Secretary shall provide notice of all regular and special meetings, maintain a registry of names, email addresses, phone numbers and mailing addresses of all members and officers, and keep copies on file for future reference.
4. The Secretary will work closely with the Head Football Coach to ensure appropriate communication is maintained between the Coach and the parents of the football players. The Secretary will also maintain a roster of all current players in the program including contact information for each player and their family. The Secretary may assist the Head Football Coach in other areas as well to make sure that the TTBC and Football Program Communications run smoothly.
5. The Secretary will also oversee the football team's calendar of events.
6. The Secretary will in addition, perform such other duties and exercise powers as the President shall properly assign.

Section 4 - Treasurer

1. The Treasurer shall be the custodian of the funds of the club. The Treasurer shall receive monies and deposit them with the TTBC bank account. In addition, the Treasurer shall keep a set of financial records of all receipts and expenditures of the club.
2. The Treasurer shall provide a report of funds on hand and receipts and expenditures at each regular General Membership meeting of the club as well as each meeting of the Executive Board of Directors.
3. The Treasurer, with assistance from the Board of Directors, is responsible for preparing a budget, to be presented and approved no later than the May meeting.
4. The Treasurer shall perform such other duties and exercise such powers as the President may properly assign.

Section 5 – Approval and Spending of Funds

1. All purchases for the TTBC or Titan Football program must have 2 signatures of approval. Approval signatures are limited to the President, Treasurer and Head Coach or school administrator.

Article 7: Appointed Committees / Leadership

Section 1 – Appointment and Responsibilities of Committees

1. Committees and their respective chairperson shall be appointed by the President of the TTBC to perform specific functions, such as fund raising, membership drives, communications, facility improvements, special events, and other support activities. These Committees and Committee Chairpersons shall serve until completion of their designated activity or until dismissed by the President.
2. The responsibilities of each committee shall be as designated and assigned by the President of the TTBC. No committee, standing or special shall conduct official TTBC business.

Section 2 – Standing Committees

1. The following is the list of standing committees for the TTBC.
 - a. Fundraising
 - b. Volunteer
 - c. Special Events
 - d. Concessions

Article 8: Fiscal Year, Budget, and Management of Funds

Section 1 – Fiscal Year and Review

1. The fiscal year of the TTBC shall run from June 1 to May 31 of the following year.
2. The financial records shall be reviewed annually by the Executive Board of Directors to ensure appropriate fiscal management practices are being employed and to ensure compliance with these bylaws.

Section 2 – Budget and Approval

1. The President will work with the Executive Board of Directors and the chairpersons of all standing committees to develop an annual operating budget for the TTBC.
2. The President will present the proposed budget to the general membership for approval annually at the May general membership meeting.
3. Once approved, the budget will serve as the guide for operations and disbursement of funds for the TTBC.

Section 3 – Compensation of Individuals

1. No part of the net earnings of the TTBC shall provide a real or perceived benefit to any member or officer of the organization, or any private individual (except that reasonable expense reimbursement may be paid for services rendered to or for the organization).
2. No member or officer of the TTBC or any private individual shall be entitled to share in the distribution of any of the assets on dissolution of the organization.

Section 4 – Annual Carryover of Funds

1. The TTBC shall maintain a minimum of \$1000 or 10% of the previous year's annual operating revenues (whichever is greater) as a carryover of funds for the startup of the next year's TTBC.

Section 5 – Dissolution of the TTBC

1. Upon dissolution of the TTBC and after paying or adequately providing for debts and obligations of the club, the full amount of the remaining assets shall be distributed to the football account of Southgate Anderson High School.

Article 9: Quorum

Section 1 – Executive Board of Directors

1. A meeting where there is representation of four (4) or more members of the Executive Board of Directors will constitute a quorum for official TTBC business to be conducted.
2. Once a quorum is established, a majority vote of those present will be sufficient to approve business decisions on behalf of the Executive Board of Directors.

Section 2 – General Membership

1. A general membership meeting where there is representation of six (6) or more members of the club present and in good standing will constitute a quorum for the purpose of conducting official TTBC business. The quorum of 6 members may include members of the Executive Board of Directors as well.
2. Once a general membership quorum is established, a majority vote of those present will be sufficient to approve business decisions on behalf of the TTBC.

Article 10: Uncovered Situations

Section 1 – Uncovered Situations

1. The Executive Board of Directors in a manner that is clearly in alignment with the stated Mission and Purpose of the TTBC shall deal with any and all situations that may arise that are not explicitly covered by these bylaws.
2. After reviewing any situations that appear to not be covered by these bylaws, the Executive Board of Directors will make recommendations as to whether the bylaws should be amended to cover the noted situation in the future.

Article 11: Indemnification

Section 1 – Indemnification of Executive Board

1. Each person who acts as a member of the Executive Board of Directors shall be indemnified by the TTBC against expenses actually and necessarily incurred by him/her in connection with the defense of any action, suit, or proceeding in which he/she is made a party by reason of his/her being or having been a member of the Executive Board of Directors except in relation to matters as to which he/she shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct, and accept any sum paid for the TTBC in settlement of an action, suit or proceeding based on gross negligence or willful misconduct in the performance of duties.
2. The right of indemnification provided herein shall incur to each Director and Officer referred to in paragraph 1 whether or not he/she is such Director or Officer at the time such costs or expenses are imposed or incurred, and in the event of his/her death shall extend to his/her legal representatives.

Article 12: Amendments and Revisions

Section 1 – Amendments

1. These bylaws may be amended or revised to accommodate necessary changes that will support the ongoing operations of the TTBC.
2. Any suggested changes to these bylaws must first be presented in writing to the Executive Board of Directors. If the Executive Board recommends the changes, then the proposed changes will be presented to the general membership at a regularly scheduled general membership meeting. Approval of any proposed amendment will be by a $\frac{2}{3}$ vote of the membership in good standing and in attendance at the meeting where the amendment was presented.

3. Should a properly presented bylaws change suggestion be denied by the board, a petition containing signatures of at least 25% of the general membership in good standing shall force a vote of the general membership on the suggested change.
4. These bylaws shall remain in effect for the life of the club or until revised utilizing the procedures outlined in Article 12, Section 1 included herein

Jill Cochran

10/10/2023



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

TOUCHDOWN TITANS BOOSTER CLUB
13432 CUNNINGHAM STREET
SOUTHGATE, MI 48195

Date:
12/29/2021
Employer ID number:
85-3615715
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
October 12, 2020
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053679003861

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

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

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

Memorandum

To: Honorable City Council Members

From: Laura Walsh, Mayor's Office *LW*

Date: October 11, 2023

Re: Updated Smart Bus Driver Drug and Alcohol Policy

Attached for your review is an updated copy of the Drug and Alcohol Policy related to our SMART Bus Drivers. The original policy was adopted at your June 15, 2022 City Council Meeting. We recently were made aware that some adjustments needed to be made to our policy, those updates are highlighted in the document.

Your concurrence on the adoption of this updated policy would be greatly appreciated.

City of Southgate

Drug and Alcohol Policy

Effective as of June 15, 2022

Adopted by: _____

Date Adopted: [06/15/2022]

Last Revised: [10/18/2023]

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I. Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated, but reflect City of Southgate's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

All City of Southgate employees are subject to the provisions of the Drug-Free Workplace Act of 1988.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify Dan Marsh, City Administrator no later than five days after such conviction.

2. Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- **Operating a revenue service vehicle, in or out of revenue service**
- **Controlling movement or dispatch of a revenue service vehicle**

See Attachment A for a list of covered positions by job title.

3. Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)

- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

4. Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional.

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02.

Treatment/Discipline

Per City of Southgate policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be suspended for up to twenty (20) days without pay for the first offense and discharged for the second offense.

Employees who seek treatment by a substance abuse professional will do so at their own cost. The employee may use sick, personal or vacation time for any additional time taken past the 20 day suspension.

5. Circumstances for Testing

Pre-Employment Testing

Pre-employment alcohol tests are conducted after making a contingent offer of employment or transfer.

All pre-employment alcohol tests will be conducted using the procedures set forth in 49 CFR Part 40. An alcohol test result of less than 0.02 is required before an employee can first perform safety-sensitive

functions. If a pre-employment alcohol test is cancelled, the individual will be required to undergo another test with a result of less than 0.02 before performing safety-sensitive functions.

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when City of Southgate has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

The employee shall be tested as soon as practicable following the determination that suspicion exists, not to exceed eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. If an alcohol test is not performed within two (2) hours following the determination that suspicion exists, the supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within eight (8) hours, or the drug test within thirty-two (32) hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by City of Southgate using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (3) The vehicle is a rail car, trolley car or bus, or vessel, and is removed from operation, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by City of Southgate using the best information available at the time of the decision, will be tested.

~~The employee shall be tested as soon as practicable following the determination that suspicion exists, not to exceed eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. If an alcohol test is not performed within two (2) hours following the determination that suspicion exists, the supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within eight (8) hours, or the drug test within thirty-two (32) hours, attempts to conduct the test must cease and the reasons for the failure to test documented.~~

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Return to Duty Testing

Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a DOT drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), complete a SAP-required program of education and/or treatment, and provide a negative return-to-duty drug test result and/or an alcohol test result of less than 0.02. Any return-to-duty drug testing will be directly observed. All tests will be conducted in accordance with 49 CFR Part 40, Subpart O.

Follow-up Testing

Employees returning to safety-sensitive duty following a return-to-duty test will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP.

A covered employee may only be subject to follow-up alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be subject to follow-up drug testing anytime while on duty. All follow-up drug tests will be directly observed. All testing will be conducted in accordance with 49 CFR Part 40, Subpart O.

6. Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Dilute Urine Specimen

If there is a negative dilute test result, City of Southgate will accept the test result and there will be no retest, unless the creatinine concentration of a negative dilute specimen was greater than or equal to 2 mg/dL, but less than or equal to 5 mg/dL.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. City of Southgate guarantees that the split specimen test will be conducted in a timely fashion. The split specimen test will be conducted at the expense of the employee.

7. Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by City of Southgate.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or City of Southgate for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or City of Southgate's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to a SAP.

8. Voluntary Self-Referral

Any employee who has a drug and/or alcohol abuse problem and has not been notified of the requirement to submit to reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to Dan Marsh, City Administrator who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.

9. Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to the City Administrator. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

10. Contact Person

For questions about City of Southgate's anti-drug and alcohol misuse program, contact Dan Marsh, City Administrator.

Attachment A: Covered Positions

All Senior Center Bus Drivers.

All Department of Public Service positions requiring a CDL.