

Southgate City Council Agenda

Council Chambers

14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday February 17, 2021

WEB MEETING @ <https://us02web.zoom.us/j/85498046002>

CALL-IN @ + 1-312-626-6799 Passcode: 85498046002#

6:30pm **Work Study Session**

1. Officials Reports
2. Discussion of Agenda Items

7:00 pm **Regular Meeting**

Pledge of Allegiance

Roll Call: Colovos, Farrah, George, Graziani, Rauch, Rollet, Zamecki.

Minutes:

1. Work Study Session Minutes dated February 3, 2021
2. Regular City Council Meeting Minutes dated February 3, 2021

Scheduled Persons in the Audience:

Consideration of Bids:

Scheduled Hearings:

Communications "A" –

1. Memo from ACA/Finance Director; Re: Request for Public Hearings **Page 5**
2. Memo from ACA/ Finance Director; Re: Proposed Schedule – FY 21/22 Budget Process **Page 7**
3. Letter from Mayor; Re: 2021 Street Sectioning Pavement Repair Program **Page 12**
4. Letter from Mayor; Re: DPS Heat Detection System (**Waiver of Bid**) **Page 20**
5. Memo from Administrator; Re: Government Support for Brownfield and Development project **Page 20**
6. Letter from Mayor; Re: Appointment to DDA **Page 22**

Communications "B" – (Receive and File)

1. Letter from Mayor; Re: Appointment to Ethics Board

Ordinances:

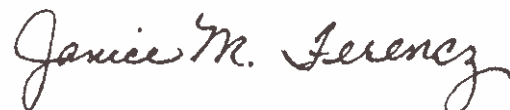
Old Business:

New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant #1419 \$11,073,095.81

Adjournment:



Janice M. Ferencz, City Clerk

City Council

Work Study Session

February 3, 2021

An Informal Meeting of the Council of the City of Southgate was held on February 3, 2021 at 6:30 P.M (Due to the Covid-19 virus, this meeting was via Zoom in accordance with Public Act 254 of 2020).

Present: Bill Colovos, Karen George, John Graziani, Mark Farrah, Phil Rauch, Chris Rollet

Absent: *Dale Zamecki, *excused

Also Present: Mayor Joseph G. Kuspa, City Attorney Brandon Fournier, Assistant City Administrator/Finance Director David Angileri, City Clerk Janice Ferencz, City Engineer John Hennessey, Public Safety Director Joseph Marsh, Police Chief Mark Mydlarz, Fire Chief Marc Hatfield, Acting DPS Director Kevin Anderson, Building Inspections Director Bob Casanova and Parks & Recreation Director Julie Goddard.

Mayor Kuspa proclaimed February 7 thru 14, 2021 as Congenital Heart Defect Awareness.

Discussed the following agenda items:

- Bid for Copper Tubing
- Retirement / Purchase of K-9 Kyro
- 2021 March Board of Review Dates
- 2021 Poverty Guidelines
- Grondin vs City of Southgate, et al. / Case No. 20-12519
- Hotel, Motel and Extended Stay Hotel; License and Regulation Ordinance

This meeting ended at 6:41 pm.

City of Southgate Regular City Council Meeting February 3, 2021

A Regular Meeting of the Council of the City of Southgate was held on Wednesday, February 3, 2021 and was called to order at 7:00 PM by Council President John Graziani (**DUE TO COVID-19 VIRUS, THIS MEETING WAS HELD VIA ZOOM, IN ACCORDANCE WITH PUBLIC ACT 254 OF 2020.**)

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

Present: Bill Colovos, Karen George, John Graziani, Mark Farrah, Phil Rauch, Chris Rollet

Absent: *Dale Zamecki, *excused

Also Present: Mayor Joseph G. Kuspa, City Attorney Brandon Fournier, Assistant City Administrator/Finance Director David Angileri, City Clerk Janice Ferencz, City Engineer John Hennessey, Public Safety Director Joe Marsh, Police Chief Mark Mydlarz, Fire Chief Marc Hatfield, Acting DPS Director Kevin Anderson, Building Inspections Director Bob Casanova and Parks & Recreation Director Julie Goddard

Minutes:

Moved by Rauch, supported George, RESOLVED, that the minutes of the City Council Work Study Session dated January 20, 2021 be approved as presented. Carried unanimously.

Moved by Rollet, supported by Colovos, RESOLVED, that the minutes of the Regular City Council Meeting dated January 20, 2021 be approved as presented. Carried unanimously.

Moved by Rauch, supported by George; RESOLVED, that City Council enter into Closed Session at 7:01 p.m. RE: Grondin vs. City of Southgate, et al / Case No. 2012519

Roll call on Motion Yeas 6 Nays 0 Absent Zamecki Motion passes 6-0

Moved by Rauch, supported by George; RESOLVED that the regular meeting resume at 7:13 p.m.

Roll Call on Motion Yeas 6 Nays 0 Absent Zamecki Motion passes 6-0

Consideration of Bids:

1. Letter from Mayor; Re: Purchase of Copper Tubing moved by George, supported by Rauch, RESOLVED THAT the Southgate City Council hereby awards the bid for Copper Tubing to Core and Main, LP (4901 Dewitt, Canton, MI 48187) in the amount of \$2,803.80. BE IT FURTHER RESOLVED THAT adequate funds are available in the Water and Sewer fund to cover costs associated with this purchase.

Motion carried unanimously.

Communications "A":

1. Memo from Director of Public Safety; Re: Retirement/Purchase of K-9 Kyro moved by Farrah, supported by Rollet, RESOLVED THAT the Southgate City Council hereby approves the sale of K-9 Kyro to Lt. Newstead's family effective February 3, 2021 in the amount of \$1.00.

Motion carried unanimously.

Regular City Council Meeting February 3, 2021

2. Memo from Deputy Assessor Re: March Board of Review 2021 moved by Farrah, supported by Rollet, RESOLVED THAT the Southgate City Council hereby approves the 2021 March Board of Review:

Tuesday, March 2 nd	9am until 7pm
Tuesday, March 9 th	12 pm until 9pm
Tuesday, March 16 th	9am until 7pm
If necessary, Tuesday, March 18	9am until 7pm

BE IT FURTHER RESOLVED THAT the Board of Review member's compensation will be \$200 per day, with \$100 per half day and additional expenses is set at \$100 per day.

Motion carried unanimously.

3. Memo from Esther Graves; Re: Council Resolution - 2021 Poverty Guidelines moved by Colovos, supported by George; RESOLVED THAT the Southgate City Council hereby issues this resolution to approve the 2021 Poverty Exemption Guidelines, Policy & Application.

Motion carried unanimously.

4. Memo from Administrator; Re: Grondin vs. City of Southgate, et al. / Case No. 20-12519 moved by Rauch, supported by Rollet; RESOLVED THAT the Southgate City Council hereby authorizes the City to resolve Case No. 20-12519, Grondin vs. City of Southgate, et al as proposed.

Motion carried unanimously.

Ordinances:

1. Moved by George, supported by Farrah, RESOLVED THAT the Southgate City Council hereby gives the second reading to adopt an ordinance amendment replacing Chapter 832, "Hotel, Motel, and Extended Stay Hotel; License and Regulation Ordinance" and removing the language in Sections 1289.06 and 1289.07. BE IT FURTHER RESOLVED THAT this ordinance be otherwise known as Ordinance no. 1016.

Motion carried unanimously.

Claims and Accounts:

Moved by Farrah, supported by George, RESOLVED, that Claims and Accounts be paid as outlined on Warrant # 1418 in the amount of \$995,110.07.

Motion carried unanimously.

Adjournment:

Moved by Colovos, supported by George, RESOLVED THAT this Regular Meeting of the Southgate City Council be adjourned at 7:23 P.M. Carried unanimously.

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI
Council President

MARK FARRAH

KAREN E. GEORGE

BILL COLOVOS


DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: David Angileri, Assistant City Administrator/Finance Director 

DATE: February 9, 2021

RE: Request for Public Hearings:
1) Southgate – Wyandotte Operation/Maintenance/Capital
2) Water and Sewer Rates

As in previous years, we are requesting that City Council schedule a public hearing for Wednesday, May 5, 2021 for the Southgate – Wyandotte Operation/Maintenance and a Public hearing for Wednesday, May 5, 2021 for Water and Sewer rates.

The May 5 hearing is required in order to entertain views and comments from interested individuals regarding the “Special Assessment” costs associated with the Southgate – Wyandotte Operation and Maintenance and Capital Improvement charges.

The May 5 hearing is also required in order to entertain comments from interested individuals regarding the proposed increase to the Water and Sewer rates to become effective July 1, 2021

Your favorable consideration in this matter is therefore requested.

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

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI
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CHRISTOPHER P. ROLLET

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: David Angileri, Assistant City Administrator/Finance Director 

DATE: February 9, 2021

RE: Proposed Schedule – FY 21/22 Budget Process:

The following schedule is proposed regarding the process for review and approval of the budget for fiscal year commencing July 1, 2021.

Budget Workshop:	Saturday	April 17, 2021	8:00 A.M.
Public Hearing on Budget:	Wednesday	May 05, 2021	7:00 P.M.
Adoption of Budget by City Council:	Wednesday	May 19, 2021	7:00 P.M.

A resolution authorizing the establishing of such dates is requested.

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

JOSEPH G. KUSPA
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CHRISTOPHER P. ROLLET

February 12, 2021

To the Honorable
City Council
Southgate, Michigan 48195

Re: Bid for Street Sectioning Program

Ladies and Gentlemen:

It is recommended by the City Engineer and I concur, that the current contract with GV Cement be extended for the 2021 season at the 2018 bid rates. The City currently has a good working relationship with GV Cement.

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

Your favorable consideration of this matter is requested.

Sincerely,

Joseph G. Kuspa
Mayor

JGK/law

page 7

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate
Celebrating 60 Years!

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PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: David Angileri, Assistant City Administrator/Finance Director 

DATE: February 12, 2021

RE: Recommendation Street Sectioning Program

I have reviewed the above and concur with the City Engineers to award this Contract Extension, GV Cement Contracting Company Brownstown, Michigan.

Adequate funds are budgeted in the Water and Sewer Fund and the Street Fund to cover this contract.



February 12, 2021

Mr. Dustin Lent, City Administrator
City of Southgate
14400 Dix-Toledo Highway
Southgate, Michigan 48195

**Re: 2021 Catch Basin & Pavement Repair Programs, Water Fund and Street Fund
Request for Contract Extension to GV Cement Contracting Company
City of Southgate
Hennessey Project No. 13106.21 & 13113.21**

Dear Mr. Lent:

Enclosed is a copy of the January 25, 2021 letter our office received from G.V. Cement Contracting Company (GV) regarding an extension of their current 2018 contract for the City wide Catch Basin and Pavement Repair Program for the 2021 construction season. GV is not requesting an increase in any of their unit prices.

GV has been awarded the annual Catch Basin and Pavement Repair Program for several years and has always performed well for the City and I have no reason not to recommend them for this work. The bids received by GV in 2018 were very reasonable and I would expect to see higher bid prices if this project were to be formally bid out for the upcoming construction season.

Therefore, I recommend that City Council grant the extension for the 2021 Catch Basin and Pavement Repair Programs, Water Fund and Street Fund, to GV Cement Contracting Company. The amount of work to be performed for the 2021 program will be determined from the approved budget. If the City Council grants the extension, an appropriate change order will be prepared after completion of the work.

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

Very Truly Yours,

HENNESSEY ENGINEERS, INC

A handwritten signature in black ink that reads 'John M. Miller'. The signature is written in a cursive style with a large initial 'J'.

John M. Miller
Construction Manager

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

File B.3

G.V. Cement Contracting Co.

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

January 25, 2021

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

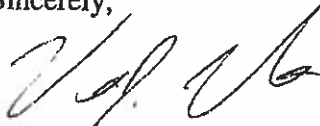
Re: City of Southgate
2021 Street Sectioning Pavement Repair Program

Dear Mr. Miller:

With respect to the above mentioned project, I am requesting an extension of our current 2020 contract to cover the work that will be completed in the 2021 construction season. The project would be done using the current contract unit prices.

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

Sincerely,



Vincent J. Vitale
President

CITY OF SOUTHGATE - STREET SECTIONING PROGRAM, WATER FUND
PROJECT NO. 13106

Line Number	Description	Estimated Amount	Unit
1	Sawcut, Pavement	1,500	LFT
2	Remove Pavement (Size and Thickness Varies)	3,000	SYD
3	Subgrade Undercutting	200	CYD
4	Epoxy Coated Dowel Bars, 5/8 inch Dia.	1,000	EACH
5	Reconstruct Structure	10	VFT
6	Catch Basins or Inlet Frame and Grates (type)	4	EACH
7	Manhole Frame and Cover (type)	3	EACH
8	Gate Well Frame and Cover (type)	3	EACH
9	Drainage Structure Wrap	10	EACH
10	8" Non Reinforced Concrete Pavement	100	SYD
11	7" Non Reinforced Concrete Pavement	2,300	SYD
12	6" Concrete Drive Approach	500	SYD
13	4" Concrete Sidewalk	500	SFT
14	6" Concrete Sidewalk	200	SFT
15	7" Concrete Sidewalk Ramp and ADA Detectable Warning Tile	200	SFT
16	Restoration (3" Topsoil & Hydrseed)	150	SYD
17	Traffic Maintenance and Control	1	LSUM
18	Construction Observation	408.00	DAYS
TOTAL BID AMOUNT			\$

* - Correction is bid calculations determined by HIC

Unit Price in Figures	Line Total
\$2.00	\$3,000.00
\$5.00	\$15,000.00
\$15.00	\$3,000.00
\$2.50	\$2,500.00
\$400.00	\$4,000.00
\$400.00	\$1,600.00
\$500.00	\$1,500.00
\$500.00	\$1,500.00
\$300.00	\$3,000.00
\$59.00	\$5,900.00
\$58.00	\$133,400.00
\$57.00	\$28,500.00
\$6.50	\$3,250.00
\$7.00	\$1,400.00
\$12.00	\$2,400.00
\$7.00	\$1,050.00
\$5,000.00	\$5,000.00
18	\$8,784.00
	\$224,784.00

Unit Price in Figures	Line Total
\$5.00	\$7,500.00
\$8.00	\$24,000.00
\$20.00	\$4,000.00
\$3.00	\$3,000.00
\$250.00	\$2,500.00
\$600.00	\$2,400.00
\$650.00	\$1,950.00
\$675.00	\$2,725.00
\$180.00	\$1,800.00
\$60.00	\$6,000.00
\$58.00	\$133,400.00
\$63.00	\$31,500.00
\$7.00	\$3,500.00
\$7.50	\$1,500.00
\$14.50	\$2,900.00
\$11.00	\$1,650.00
\$6,000.00	\$6,000.00
20	\$9,768.00
	\$745,385.00

Dominic Gaglio
Construction, Inc.
15347 Drysdale
Southgate, MI 48195

GV Cement Contracting
Company
20000 Dix-Toledo Highway
Brownstown, MI 48183

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
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JAMES E. DALLOS
Treasurer



City of Southgate

- CITY COUNCIL -

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CHRISTOPHER P. ROLLET

February 11, 2021

To the Honorable
City Council
Southgate, Michigan 48195

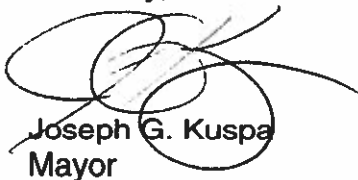
Re: Recommendation for Purchase of Upgrades to the DPS Heat Detection System
(Waiver of Bid)

Ladies and Gentlemen:

It is recommended by the acting DPS Director and the Fire Marshall, and I concur, that the bid be waived and the purchase for Upgrades to the DPS Heat Detection System be awarded to Johnson Controls, Madison Heights, Michigan, in the amount of \$6,881.39.

Your favorable consideration of this matter is requested.

Sincerely,



Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate

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PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: David Angileri, Assistant City Administrator/Finance Director 

DATE: February 10, 2021

RE: Recommendation for Purchase of Upgrades to the DPS Heat Detection System (Waiver of Bid)

I have reviewed the above with the Acting DPS Director and the Fire Marshal and concur with their recommendation to award this purchase to Johnson Controls, Madison Hts, Michigan in the amount of \$6,881.39.



DEPARTMENT OF PUBLIC SERVICES

14719 Schafer Court · Southgate, Michigan 48195
Ph (734) 258-3079 · Fax (734) 246-1333

Memorandum

To: The Honorable Mayor and Members of City Council

From: Kevin Anderson, Acting DPS Director

Date: February 2, 2021

Re: Request for Waiver of Bid

The Department of Public Services is requesting a bid waiver in the amount of \$6881.39, to install the Heat Detection System from Johnson Controls. Johnson Controls is our current service provider for the Department of Public Services fire detection and monitoring system and has always provided excellent service.

I recommend the City waive the bid process for the installation of the Heat Detection System. I respectfully request this item be placed on the City Council agenda for the next meeting, for purposes of bid waiver and purchase approval.

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

Kevin Anderson
Acting DPS Director

KA/sd
Enclosure



Southgate Fire Department
14730 Reaume Parkway
Southgate, Michigan 48195
(734) 258-3080 / FAX (734) 246-1352
Fire Marshal Jeff Moore
Office: (734) 258-3071
Cell: (734) 216-5002
Email: jmoore@ci.southgate.mi.us



Date: January 29, 2021

To: City Administrator, Dustin Lent

From: Fire Marshal, Jeff Moore

Re: DPW Heat Detection System

Administrator Lent,

In the process of Johnson Controls Inc. installing the Fire Alarm components their installer found that the line heat detection (already in place) was not functioning. The heat detection system needs to be replaced in the DPW facility; to complete the emergency detection system. I recommend that Johnson Controls Security Inc. make the needed upgrades/replacements based of the quote they provided Director Anderson. They are currently installing the other components of the fire protection system. If I can be of further service, please let me know.

Respectfully,

Jeff Moore
Fire Marshal
EMS Coordinator
Southgate Fire Department



COMMERCIAL SALES AGREEMENT

TOWN NO. 0027-DETROIT, MI

CUSTOMER NO. 102743392

JOB NO.

PO NO.

ESTIMATE NO. 1-5SV4V4N

DATE 1/27/2021

Johnson Controls Security Solutions LLC ("Johnson Controls")
Mark Hamilton
1115 East Whitcomb Ave,
Madison Heights, MI 48071
Tele. No. (602) 337-0174

City of Southgate
d/b/a: Animal Control
("Customer")
Customer Billing Information
14719 Schafer Ct,
Southgate, MI 48195
Attn:
Tele. No.

Customer Premises Served
14719 Schafer Ct,
Southgate, MI 48195
Attn: Kevin Anderson
Tele. No. (734) 246-1328

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES: Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the installation charge deposit ("Installation Charge Deposit"), if any, set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and the Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges per annum set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION (the "Annual Service Charges"), payable in advance Annual plus applicable Taxes for 0 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on an Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and may increase prices upon notice to customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay. In addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full. Invoices are payable on or before the payment due date specified in the invoice. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. All other amounts remain due as specified in the invoice. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s). ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0027-DETROIT, MI

CUSTOMER NO.
102743392

JOB NO.

PO NO.

ESTIMATE NO.
1-5SV4V4N

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL
HERE _____

CUSTOMER: _____

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Mark Hamilton
Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____

[Remainder of Page Left Intentionally Blank]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0027-DETROIT, MI

CUSTOMER NO.
102743392

JOB NO.

PO NO.

ESTIMATE NO.
1-5SV4V4N

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	Fire Alarm and Critical Condition Monitoring PROVIDED, Monitoring with Additional Group Service PROVIDED, Sole Path Cellular 60 Minute Supervision Services PROVIDED
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	No Service Selected
Video Equipment:	No Service Selected
Maintenance Service Plan; Preventive Maintenance/Inspection:	Expert Maintenance and 1 Fire Alarm Inspection PROVIDED
Additional Services:	No Service Selected

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies) As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
36	Regular Labor	
14	HEAT HIGH FL WHITE	
14	Surface Mount backbox for 400/500 series detector bases	
5	4" Deep Back Box, Red	
1	Labor Adjustments	
1	Lift Rental	
500	16/2c STR CMP/FPLP RED 500' BX	
500	16/2c STR CMP/FPLP RED 500' BX	
250	Conduit	
250	Conduit	
1	Hangers, Beam Clips, Zip Ties, Cable Trays	
1	Programming	
1	Pre-Inspection	
1	AHJ Testing	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$6,708.30
* Estimated Tax(es):	\$173.09
TOTAL INSTALLATION CHARGE:	\$6,881.39
Installation Deposit Amount:	\$0.00

2. Annual Service Charge:

Annual Service Charge Amount:	\$563.50
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$563.50

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Kevin Anderson 734-258-3076

System Operation: Fire Alarm System Type: Existing heat detection cable system defective per Technician. Replace system with high temperature heats throughout area. Scope of work – Install (14) High Temperature Heat Detectors, (4) Hours to remove old panel. Customers electrician to remove 120VAC power, (8) Hours to remove existing heat detection cabling, lift for 1 week, programming, revised plans, pre-inspect heats, and testing with AHJ

Programming Info: 4 hours for Programming

Site Conditions: Existing construction, building type IIB, ceiling Type Open Truss/height 20' bottom of truss, obstacles: Trucks need to be pulled out in order to run cable and test devices, cabling requirements: Conduit throughout ceiling area and walls, unique penetrations, safety concerns. Hard Hat, safety gloves, glasses, boots, and hearing protection, existing equipment, special equipment needs including lifts, lift for 1 week for install and 1 day for testing.

Existing Equipment: Installing new panel and devices

Customer Expectations: 8-4:30 PM

Training Expectations: N/A

General Comments:

Customer Responsibilities / Johnson Controls Exclusions: 120VAC Power. Gas Detection system functioning, Customer to pull vehicles outside of garage area so technician can run conduit, wire, install devices, and test with ahj, and Access to locked rooms

Documentation Needs: As-buils, Cut Sheets, Completion Packets. Zone List, Record of completion, Inspection Report.

Contract Notes -

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI
Council President

MARK FARRAH

KAREN E. GEORGE

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

Memorandum

To: Honorable City Council Members

From: Dustin Lent, City Administrator

Date: January 26, 2021

Re: Government support for brownfield and development project

Back in January of 2020 council approved Dr. Mustafa Hashem owner of Downriver Heart and Vascular support to clean up a contaminated site (M&D Mowers) located at the corner of Balsam & Fort St.

Dr Hashem, has applied for and received a Federal grant to clean the site and redevelop into a medical office building with an outpatient surgical center. This redevelopment would create approximately 10 new jobs and 2.5 million in private investment.

During the demolition of the building and site sampling it has been discovered that some of the contamination has spilled over to the adjacent residential property located at 12805 Balsam.

Talking with the director Dan Gough the Brownfield Coordinator for the Remediation and Redevelopment Division he feels the state has enough money in the contingency fund to help assist the homeowners and clean their residential property free of contaminates.

Attached please find a letter from Mr. Badwi the owner at 12805 Balsam. The letter is asking council to amend the letter of support and include their parcel as part of the grant process to EGLE.

If you have any questions, please give me a call.

January 20, 2021

Honorable City Council Members
City of Southgate, Michigan

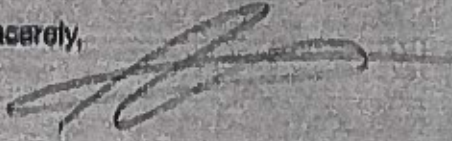
Re: 12005 Balsam
Southgate, Michigan

During the demolition of the building and site sampling, located at 15200 Fort Street, it was discovered that some of the contamination has spilled over onto our property located at 12005 Balsam, Southgate, Michigan.

We are requesting the city council members to amend the letter of support to include our parcel as part of the grant process to EGLE.

Your consideration in this matter is greatly appreciated.

Sincerely,



Mr. Ghassan Badwi
12005 Balsam
Southgate, Michigan 48106
(734) 771-0900

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI
Council President

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DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

February 11, 2021

To The Honorable
Southgate City Council
Southgate, Michigan 48195

Re: Appointments to Boards/Commissions

Ladies and Gentlemen:

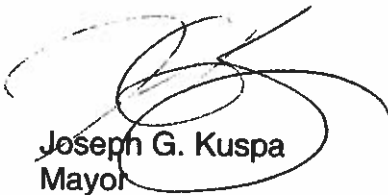
Please be advised I have made the following appointment:

Downtown Development Authority— for a term expiring December 2024:

Lauren Moser 15070 Dix-Toledo Rd.

Your concurrence on this appointment is greatly appreciated.

Sincerely,



Joseph G. Kuspa
Mayor

Cc: City Clerk

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI
Council President

MARK FARRAH

KAREN E. GEORGE

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

February 8, 2021

To The Honorable
Southgate City Council
Southgate, Michigan 48195

Re: Appointments to Boards/Commissions

Ladies and Gentlemen:

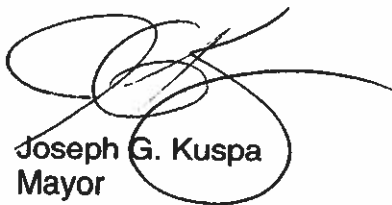
Please be advised I have made the following appointment:

Ethics Board— for a term expiring August 2021:

Gary Martin 11250 Hawthorne

This appointment has been made to fill the vacancy created by the resignation of Sal DiPasquale.

Sincerely,



Joseph G. Kuspa
Mayor

Cc: City Clerk