

# Southgate City Council Agenda

## Council Chambers

Wednesday October 19, 2016

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### 6:30pm **Work Study Session**

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1. Memo from Administrator; Re: Request to Repeal Ordinance Page 15
2. Officials Reports
3. Discussions regarding agenda items.

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### 7:00 pm **Regular Meeting**

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#### *Pledge of Allegiance*

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

**Minutes:**

1. Work Study Session Minutes dated October 5, 2016.
2. Regular City Council Meeting Minutes dated October 5, 2016.
3. Public Hearing Meeting Minutes dated October 5, 2016 Mulberry
4. Public Hearing Meeting Minutes dated October 5, 2016 Helen

**Scheduled Persons in the Audience:**  
**Consideration of Bids:**

1. Memo from ACA/Finance Director; Re: Recommendation for Pest Control Page 2

**Scheduled Hearings:**  
**Communications "A" –**

1. Memo from Administrator; Re: Request to Repeal Ordinance 1282.03 (i) Page 15
2. Letter from Hennessey Engineers, Inc.; Re: Request for Public Hearing; CDBG Program Income Page 16
3. Memo from Administrator; Re: New Kroger Store at 16705 Fort Street Page 17
4. Memo from ACA/Finance Director; Re: Recommendation for Constellation Energy Extension Page 22
5. Memo from Administrator; Re: Water Residential Assistance Program (WRAP) Page 27

**Communications "B" – (Receive and File)**  
**Ordinances:**

1. Memo from Administrator; Re: Amendments to City Ordinances Page 40

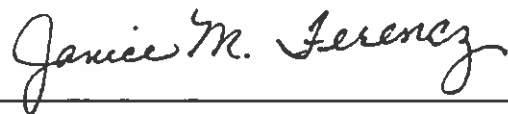
**Old Business:**

**New Business:**

**Unscheduled Persons in the Audience:**

**Claims & Accounts: Warrant # 1315 - \$1,572,933.91**

**Adjournment:**

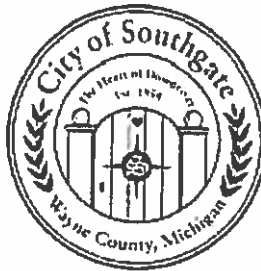


**Janice M. Ferencz, City Clerk**

JOSEPH G. KUSPA  
Mayor

JANICE M. FERENCZ  
City Clerk

JAMES E. DALLOS  
Treasurer



**City of Southgate**  
NORMA J. WURMLINGER  
MUNICIPAL BUILDING

- CITY COUNCIL -

JOHN GRAZIANI  
Council President

KAREN E. GEORGE

MARK FARRAH

BILL COLOVOS


DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

## MEMORANDUM

**TO:** The Honorable Mayor and City Council

**FROM:** David Angileri, Assistant City Administrator/Finance Director 

**DATE:** October 12, 2016

**RE:** Recommendation for Pest Control

The City of Southgate received RFP's for Pest Control Services during the first week of October. Two RFP's were reviewed from local companies.

My office has reviewed both RFP's received and All Seasons Pest Control of Southgate, Michigan is the lowest with a cost of \$3,000.00 per month. The second RFP was from Advantage Pest Control of Trenton, Michigan with a cost of \$3,349.33 per month.

This contract involves Integrated Pest Management which includes: placement of exterior tamper-proof bait stations, weekly inspection, bait replacement and monitoring of surrounding areas for breeding and harborage areas as well as debris. They will also report back to the City unkept lawns and other factors that may contribute to rodent infestations. All Seasons Pest Control is a very reputable company that has completed numerous, successful projects over the last years.

Therefore, based on the outcome of the RFP's as well as, past experience and, references along with certificate of liability insurance and the commercial pesticide applicator state certificate provided, it is my recommendation to award the Pest Control Contract to All Seasons Pest Control of Southgate, Michigan in the amount of \$3,000.00 per month for a term of one year.

# ALL SEASONS PEST CONTROL

14350 Eureka, Southgate, MI 48195

734-285-3200

## Pest Control Agreement

Business: City of Southgate

Telephone: (734) 285-3021

Address: 14400 Dix-Toledo

City: Southgate

State: MI

Zip Code: 48195

Contact Person:

I. Services to be provided in the integrated pest management program (IPM) 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 harbourage areas as well as for debris, unkept lawns, and other factors that may contribute to rodent infestations. Reports of possible ordinance violations and service reports will be sent to the city on a weekly basis.

II. Your cooperation is important to insure the most effective results. 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 ALL SEASONS PEST CONTROL COMPANY cannot assure satisfactory services. *Property Owner*

### IV. TERMS:

This agreement shall be effective for an original period of one year and shall renew itself from month to month thereafter, unless written notice is given by either party thirty (30) days prior to the anniversary of this agreement.

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 on at each location twice a week until activity subsides. The cost of service shall be billed at a monthly price of \$3000.00.

Submitted FOR ALL SEASONS PEST CONTROL COMPANY

By: Timothy A. Gamble  
Timothy A. Gamble

Date: 10-6-16

Accepted for: City of Southgate

By: \_\_\_\_\_ Date: \_\_\_\_\_



14350 Eureka Road  
Southgate, MI 48195  
(734) 285-3200

To Whom It May Concern:

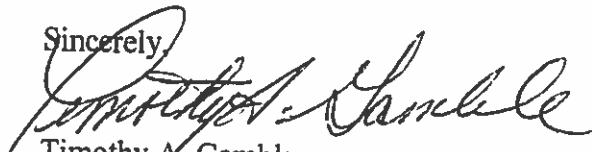
I would like to take this opportunity to introduce myself and give you some background information about my company. We have been in business as All Seasons Pest Control for over 30 years. I have prided myself in building a company that emphasizes personal care, quality service and customer satisfaction. Our company provides the highest trained service technicians with years of hands-on experience to handle the toughest jobs that other companies will not handle. We provide preventative maintenance to eliminate infestation which allows our customers the safest working environment. In addition to our service we also specialize in animal and bird removal.

All Seasons Pest Control has implemented IPM Programs (Integrated Pest Management) for several companies, municipalities, and school districts in this area and have been extremely successful in solving ongoing pest problems that could not be resolved by other pest control companies. I have found communication to be very beneficial in keeping pest problems under control, we keep detailed records of all services and discuss problems as they arise.

I am a member of the Michigan Pest Control Association, National Pest Control Association and have an A+ Rating Better Business Bureau. I am also a volunteer IPM trainer and instructor for the Michigan Department of Agriculture and have provided bed bug seminars for Michigan Housing Authority at Michigan State University and for DROM (Down River Operations Managers).

I would like to thank you personally for giving All Seasons Pest Control the opportunity to provide this information about our company to you. I hope that this will help in your determination of the right company that will benefit your needs. If you have any questions please feel free to contact Jessica or Timothy at (734) 285-3200.

Sincerely,



Timothy A. Gamble  
President

**ALL SEASON'S PEST CONTROL  
14350 EUREKA ROAD  
SOUTHGATE, MI 48195  
734-285-3200**

**REFERENCES**

City of Flat Rock  
Attn: Larry Dishaw  
25500 Gibraltar Rd  
Flat Rock, MI 48134  
734-782-0445

Fermi 2 Power Plant  
Attn: Gillian Porter  
6400 N Dixie Hwy  
Newport, MI 48166  
734-586-1193

City of Wyandotte  
Attn: Al  
4201 13<sup>th</sup> St  
Wyandotte, MI 48192  
734-341-0436

North America Sesame Works  
Attn: Namir  
6770 Monroe  
Taylor, MI 48180  
248-396-9092

Township of Brownstown  
Attn: Mark Gahry  
21313 Telegraph Rd  
Brownstown, MI 48183  
734-675-4000

Commercial Maintenance (AT&T Garage)  
Attn: Chris  
930 W 11 Mile Rd  
Madison Heights, MI 48071  
586-506-4000

Grosse Ile Township Hall  
Attn: Dale Reaume  
9601 Groh Rd  
Grosse Ile, MI 48138  
734-676-4422

Pet Supplies Plus  
Attn: Scott Shallop  
15060 Eureka Rd  
Southgate, MI 48195  
734-720-9797



# CERTIFICATE OF LIABILITY INSURANCE

ALLSE-1

OP ID: JS

DATE (MM/DD/YYYY)

07/29/2016

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

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

PRODUCER  
The Dearborn Agency, Inc.  
22691 Michigan Avenue  
Dearborn, MI 48124  
Nicholas Chapekis Jr., CIC, CRM

Phone: 313-562-8373

Fax: 313-562-5371

## CONTACT

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX

(A/C, No):

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Indemnity

18058

INSURER B: Accident Fund of Michigan

10166

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
All Seasons Pest Control  
14350 Eureka Rd  
Southgate, MI 48195-2057

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSURER	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		PHPK1326992	05/09/2016	05/09/2017	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Contractual Liab					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 3,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COM/OP AGG \$ 3,000,000
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				\$
	DED	RETENTION \$				EACH OCCURRENCE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCV8010878	07/21/2016	07/21/2017	AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
						E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Wendy R. Berber*

PI-079 (07/03)

Michigan Department of Agriculture & Rural Development  
Pesticide and Plant Pest Management Division  
**Pesticide Application Business License**

License No: 820045  
Issue Date: 11/17/2015  
Expiration: 12/31/2016

Issued To:

**ALL SEASONS PEST CONTROL**

14350 EUREKA, SUITE #8

SOUTHGATE, MI 48195-

Category(ies): 7A

Mailing Address:

**ALL SEASONS PEST CONTROL**

14350 EUREKA, SUITE #8

SOUTHGATE, MI 48195-

PAB

JAMIE CLOVER ADAMS

Director of Agriculture  
& Rural Development

This license is issued in accordance with the provisions of Act 451, Part 83, PA of 1994, as amended & is only valid for the establishment, address, and categories listed above. Categories with an (\*) are RESTRICTED (see back). This license is not transferable.

# MICHIGAN PEST MANAGEMENT ASSOCIATION



IPM TRAINING

Tim Gamble

THIS CERTIFICATE CERTIFIES THAT YOU  
ATTENDED THE 2010 IPM TRAINING SPONSORED  
BY THE MICHIGAN PEST MANAGEMENT  
ASSOCIATION.

*Date: January 27, 2010 Location: Livonia, MI  
MDA Credit Approval for: 8-7A or Core*

BILL WELSH

PRESIDENT

RHONDA WISE

SECRETARY





# Pest Control Service Agreement

ADVANTAGE PEST CONTROL LLC

2012 Church Place  
TRENTON, MI 48183  
(734) 637-4687

1221

CUSTOMER <b>City of Southgate</b>		SERVICE LOCATION	
STREET <b>14400 Dix-Toledo Hwy.</b>			
CITY, STATE and ZIP <b>Southgate, MI 48195</b>		PERSON TO BE CONTACTED <b>John Zech</b>	SERVICE PHONE <b>734-285-3021</b>
PHONE	TYPE OF PROPERTY TO BE SERVICED <b>Residential/Commercial/Sewers</b>		
DATE SERVICE BEGINS	EXPIRATION DATE	RENEWAL <input type="checkbox"/>	SERVICE TO BE PERFORMED <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input checked="" type="checkbox"/> OTHER <b>Weekly</b>
PESTS TO BE CONTROLLED: <b>Rats</b>			

SPECIAL INSTRUCTIONS:  
**Inspect Residential/commercial areas for rat activity. Begin weekly baiting program with weekly inspection and bait replacement in sewers and above ground. Materials included in monthly charge.**

TERMS AND CONDITIONS:  
**Proof of license and insurance provided. Rat boxes to be used are hard-case lock boxes which are safe for children and pets.**

SERVICE GUARANTEE: We agree to apply chemicals to control above-named pests in accordance with terms and conditions of this Service Agreement. All labor and materials will be furnished to provide the most efficient pest control and maximum safety required by federal, state and city regulations.

SERVICE RENEWAL: This agreement shall be for an initial period of one year, and will renew itself annually unless either party cancels this agreement by giving thirty days written notice before any expiration date.

ANNUAL AGREEMENT CHARGE \$ **40,192.00**

INITIAL SERVICE CHARGE \$ \_\_\_\_\_

MONTHLY/QUARTERLY PAYMENTS \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

BY COMPANY **Loren Sheal** DATE **10-3-16**  
(AUTHORIZED SIGNATURE)

FOR CUSTOMER \_\_\_\_\_ DATE \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

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Advantage Pest Control

734-637-4687

**Bid for Rat Services-City of Southgate**

Inspection of city for site-specific sources of rat food, water, harborage, etc. contributing to rat population. Report all concerns to the city for code enforcement if applicable. Inspection of the city is an ongoing process. Violations from commercial and residential properties will be noted, as well as fruit bearing trees on city property, as they are a food source for rats. After initial inspection, we will begin baiting exterior of all commercial buildings and alleyways. In addition, sewers will be baited in areas where rat infestation is heavy.

Provide the city with a letter of awareness regarding common contributing factors to increased rat activity and population, for example what things attract and cause rodent activity. This information should then be forwarded to residents and businesses, as this is very helpful in reducing the problem. Many people are simply not aware of these causes, and when informed are usually willing to cooperate.

We will also receive calls or emails from the city regarding rat activity and complaints. We will then contact residents/business owners, inform them of any problems, and with their permission, place a bait box at that residence/business. We will then track that location for weekly rechecks and rebaiting.

This bid shall include materials and labor. License and insurance will be provided.

Company Name: (1) City of Wyandotte  
Person to Contact Mark Kowalewski, City Engineer  
Company Address 3200 Biddle Ave  
City, State, Zip Wyandotte, MI 48192  
Telephone 734-324-4554

Company Name: (2) Southwicke Square Cooperative  
Person to Contact Mary Ramsey  
Company Address 1943 Marian Dr.  
City, State, Zip Trenton, MI 48183  
Telephone 734-646-6306

Company Name: (3) Wyandotte Public Schools  
Person to Contact Bernie Bowers, Operations Supervisor  
Company Address 639 Oak St  
City, State, Zip Wyandotte, MI 48192  
Telephone 734-759-6017

*Advantage Pest Control*

PI-079 (07/03)

Issued To:

**ADVANTAGE PEST CONTROL LLC.**

2012 CHURCH PLACE

TRENTON, MI 48183-

Category(ies): 7A, 7D

Mailing Address:

**ADVANTAGE PEST CONTROL LLC.**

2012 CHURCH PLACE

TRENTON, MI 48183-

Michigan Department of Agriculture & Rural Development  
Pesticide and Plant Pest Management Division  
**Pesticide Application Business License**



License No: 820141

Issue Date: 02/03/2016

Expiration: 12/31/2016

**PAB**

**JAMIE CLOVER ADAMS**

Director of Agriculture  
& Rural Development

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2016

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

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

<b>PRODUCER</b> Karn Sitkins Payette Insurance Agency 1420 Ford Avenue P.O. Box 390 Wyandotte MI 48192		<b>CONTACT NAME:</b> Shelley Grabiec <b>PHONE (A/C, No, Ext):</b> (734) 285-5600 <b>E-MAIL ADDRESS:</b> sgrabiec@kspinsurance.com <b>FAX (A/C, No):</b> (734) 285-6416	
<b>INSURED</b> Advantage Pest Control LLC 2012 Church Place Trenton MI 48183		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Specialty Insurance <b>INSURER B:</b> MWCPFF- Travelers <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL163802761

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	NSQ0977359	2/13/2016	2/13/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	Y	NSQ0977359	2/13/2016	2/13/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000 Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			NUQ2200510	2/13/2016	1/13/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2E799568	3/21/2015	3/21/2016	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Wyandotte, its employees and agents, is Additional Insured in regard to General Liability and Auto Liability per written contract. A waiver of subrogation in favor of City of Wyandotte applies to General Liability, Auto Liability, and Workers Compensation.

**CERTIFICATE HOLDER****CANCELLATION**

City of Wyandotte  
3200 Biddle  
Wyandotte, MI 48192

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dawn Devereaux/DEV

page 14

JOSEPH G. KUSPA  
Mayor

JANICE MFERENCZ  
City Clerk

JAMES E. DALLOS  
Treasurer



## City of Southgate

NORMA J. WURLINGER  
MUNICIPAL BUILDING

- CITY COUNCIL -

SHERYL D. DENMAN  
Council President

JOHN GRAZIANI

KAREN E. GEORGE

PATRICIA C. GANZBERGER

MARK FARRAH

BILL COLOVOS

DALE W. ZAMECKI

To: Honorable City Council Members

From: John J. Zech, City Administrator

Date: October 12, 2016

Re: Request to Repeal Ordinance 1282.03 (i)

In 2010 in response to the voter led ballot initiative, legalizing the use of Medical Marijuana in the State of Michigan, the City of Southgate adopted a section to our codified ordinances, 1282.03 (i), which addressed the subject of a Medical Marijuana Facility. In summary this section of the code incorporated the appropriate sections of the Act and required that these facilities be located in an M-1 zoning district.

However, with the recent approval of House Bill 4209 of 2016 a local government is now afforded the option of not authorizing a marihuana facility within our community. As a result the Administration is recommending that the City repeal the ordinance.

Prior to the change in Statute which occurred with the passage of HB 4209 of 2016, the City was not afforded this option. Therefore, I am respectfully requesting that this City Council adopt a resolution repealing ordinance 1282.03 (i). thank you for your attention to this matter.

Your concurrence with this request is greatly appreciated.



October 13, 2016

Mr. John Zech, City Administrator  
City of Southgate  
14400 Dix-Toledo Highway  
Southgate, Michigan 48195

**Re: CDBG Program Income  
Call for Public Hearing to utilization of Program Income Funds for Demolition**

Dear Mr. Zech:

Our office is seeking to conduct a public hearing to add Demolition to the list of activities for the 2016/2017 Program Year CDBG Funds on November 2, 2016. The new activity will be funded with Program Income funds that the City has received from previous housing rehabilitation lien payoffs.

The introduction of Demolition will provide a funding source to Demolish residences and possibly businesses that have gone through the dangerous building ordinance but have not been demolished. Upon completion of the demolition a lien will be placed on the property for the cost of demolition, which will secure the investment in the property. When the property is sold, the lien payoff will be paid to the City as CDBG Program Income.

At the public hearing, on November 2, 2016, per the requirements of CDBG, our office will provide a brief summary of the addition of Demolition the Program Year 2016/2017 activities. Following our summary, questions will be entertained from City Council and the general public.

If you have any questions, or if additional information is necessary, please do not hesitate to call me at any time.

Very Truly Yours,

HENNESSEY ENGINEERS, INC

A handwritten signature in cursive script, reading 'Joan E. Hennessey'.

Joan E. Hennessey, CPA  
President

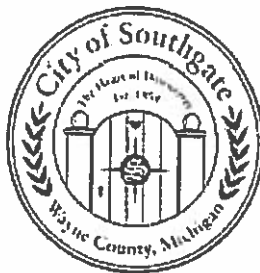
cc: John J. Hennessey, P.E., Vice-President, Hennessey Engineers, Inc.  
File B.3



JOSEPH G. KUSPA  
Mayor

JANICE M. FERENCZ  
City Clerk

JAMES E. DALLOS  
Treasurer



**City of Southgate**  
NORMA J. WURLINGER  
MUNICIPAL BUILDING

**- CITY COUNCIL -**

JOHN GRAZIANI  
Council President

KAREN E. GEORGE

MARK FARRAH

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

**Memorandum**

To: Honorable City Council Members

From: John J. Zech, City Administrator

Re: New Kroger Store at 16705 Fort St.

Date: October 10, 2016

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The State of Michigan, Treasury Department, Property Services Division has contacted the City regarding one more item they need for the November meeting of the State Tax Commission. They would like a sentence added to the resolution you passed at your September 7, 2016 meeting, the sentence is as follows:

**Whereas, the City of Southgate requires that rehabilitation of the facility shall be completed by December 31, 2017.**

Attached please find a copy of the resolution you passed on September 7, 2016 and a copy of the proposed amended resolution.

If you have any questions, please contact me.

Cc: Mayor Joseph G. Kuspa

**RESOLUTION TO APPROVE A COMMERCIAL REHABILITATION  
EXEMPTION CERTIFICATE APPLICATION, PA 210 OF 2005, AS AMENDED**

Minutes of a meeting of the City Council of the City of Southgate, held on September 7, 2016 in Southgate, Michigan at 7:00 p.m.

PRESENT: Colovos, Farrah, George, Graziani, Rollet, Zamecki

ABSENT: Rauch

The following preamble and resolution were offered by Farrah, and supported by Zamecki:

**Resolution No. 101-16 Approving Commercial Rehabilitation Exemption Certificate  
Application for Kroger Co. of Michigan Located at 16705 Fort St, Southgate, MI  
48195**

WHEREAS, the City of Southgate legally established the Commercial Rehabilitation District 16705 Fort St, Southgate, MI 48195 on July 20, 2016, after a public hearing held on July 20, 2016; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property previously exempt and currently in force under Public Act 210 of 2005 does not exceed 5% of the total taxable value of the City of Southgate; and

WHEREAS, a public hearing was held on the application as provided by section 4(2) of Public Act 210 of 2005 on September 7, 2016; and

WHEREAS, the Kroger Co. of Michigan is not delinquent in any taxes related to the facility; and

WHEREAS, the application was approved for 10 years.

WHEREAS, the application is for commercial property as defined in section 2(a) of Public Act 210 of 2005; and

WHEREAS, the applicant Kroger Co. of Michigan has provided answers to all required questions under the application instructions to the City of Southgate; and

WHEREAS, the commencement of the rehabilitation of the facility did not occur more than six months prior to the filing of the application for exemption; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a qualified facility within the meaning of Public Act 210 of 2005 and that is situated within a Commercial Rehabilitation District established under Public Act 210 of 2005; and

WHEREAS, completion of the qualified facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, and increase the number of residents in the community in which the facility is situated; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(j) of Public Act 210 of 2005.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Southgate

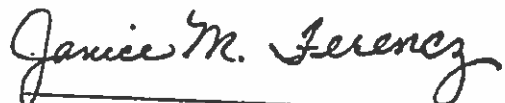
Be and hereby is granted a Commercial Rehabilitation Exemption for the real property, excluding land, located in Commercial Rehabilitation District 16705 Fort St, Southgate, MI 48195 at 16705 Fort St, Southgate, MI 48195 for a period of ten (10) years, beginning December 31, 2016, and ending December 30, 2026, pursuant to the provisions of PA 210 of 2005, as amended.

AYES: Colovos, Farrah, George, Graziani, Rollet, Zamecki

NAYS: None

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Southgate, County of Wayne, Michigan at a regular meeting held on September 7, 2016.

  
Janice M. Ferencz, Clerk

**RESOLUTION TO APPROVE A COMMERCIAL REHABILITATION  
EXEMPTION CERTIFICATE APPLICATION, PA 210 OF 2005, AS AMENDED**

Minutes of a meeting of the City Council of the City of Southgate, held on October 19, 2016 in Southgate, Michigan at 7:00 p.m.

PRESENT:

ABSENT:

The following preamble and resolution were offered by Farrah, and supported by Zamecki:

**Resolution No.     Approving Commercial Rehabilitation Exemption Certificate  
Application for Kroger Co. of Michigan Located at 16705 Fort St, Southgate, MI  
48195**

WHEREAS, the City of Southgate legally established the Commercial Rehabilitation District 16705 Fort St, Southgate, MI 48195 on July 20, 2016, after a public hearing held on July 20, 2016; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property previously exempt and currently in force under Public Act 210 of 2005 does not exceed 5% of the total taxable value of the City of Southgate; and

WHEREAS, a public hearing was held on the application as provided by section 4(2) of Public Act 210 of 2005 on September 7, 2016; and

WHEREAS, the Kroger Co. of Michigan is not delinquent in any taxes related to the facility; and

WHEREAS, the application was approved for 10 years.

WHEREAS, the application is for commercial property as defined in section 2(a) of Public Act 210 of 2005; and

WHEREAS, the applicant Kroger Co. of Michigan has provided answers to all required questions under the application instructions to the City of Southgate; and

WHEREAS, the commencement of the rehabilitation of the facility did not occur more than six months prior to the filing of the application for exemption; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a qualified facility within the meaning of Public Act 210 of 2005 and that is situated within a Commercial Rehabilitation District established under Public Act 210 of 2005; and

WHEREAS, completion of the qualified facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, and increase the number of residents in the community in which the facility is situated; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(j) of Public Act 210 of 2005.

**WHEREAS, the City of Southgate requires that rehabilitation of the facility shall be completed by December 31, 2017.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Southgate

Be and hereby is granted a Commercial Rehabilitation  
Exemption for the real property, excluding land, located in  
Commercial Rehabilitation District 16705 Fort St, Southgate, MI  
48195 at 16705 Fort St, Southgate, MI 48195 for a period of ten (10)  
years, beginning December 31, 2016, and ending December 30, 2026,  
pursuant to the provisions of PA 210 of 2005, as amended.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Southgate, County of Wayne, Michigan at a regular meeting held on October 19, 2016.

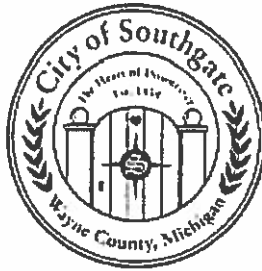
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Janice M. Ferencz, Clerk

JOSEPH G. KUSPA  
*Mayor*

JANICE M. FERENCZ  
*City Clerk*

JAMES E. DALLOS  
*Treasurer*



**City of Southgate**  
NORMA J. WURMLINGER  
MUNICIPAL BUILDING

- CITY COUNCIL -

JOHN GRAZIANI  
*Council President*

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DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

## **MEMORANDUM**

**TO:** The Honorable Mayor and City Council

**FROM:** David Angileri, Assistant City Administrator/Finance Director

**DATE:** October 10, 2016

**RE:** Recommendation for Constellation Energy two year extension

For the last year the City of Southgate has purchased natural gas on the open market from Constellation Energy as opposed to DTE Energy. This practice has saved the City about \$30,000.00 this last year. Our current contract with Constellation Energy expires on June 30, 2018. Constellation Energy has proposed a two year extension with a reduction in our annual cost of about 10%. This new service contract would save the City additional \$5,000.00 per year starting 7/1/2018 through 6/30/2020.

Constellation Energy is uniquely positioned to offer this reduction in the energy distribution costs in addition to the reduction in natural gas prices. In 2001 when Detroit Edison and Michcon merged the Michigan Public Service Commission required that 10% of Metro Detroit energy distribution to be provided by another vender. The service contract was competitively bid and provided to Constellation Energy.

Therefore, the Administration is respectfully requesting the City Council adopt a resolution extending our current contract with Constellation Energy for two years and authorizing the Mayor and Clerk to sign on behalf of the City.

*City of Southgate*  
**County of Wayne, State of Michigan**

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No. 70-15

**RESOLUTION**

At a Regular Meeting of the Southgate City Council called to order by Council President Pro Tem John Graziani on May 20, 2015 at 7:00 pm the following resolution was offered:

**Moved by George, supported by Zamecki**

RESOLVED, that the Southgate City Council adopts a resolution authorizing the Mayor and City Clerk to sign the contract between Constellation Energy and the City of Southgate for a period of three (3) years.

Motion carried unanimously.

Vote on motion:	yeas -	Colovos, Farrah, Ganzberger, George, Graziani, Zamecki.
	Nays -	None.
	Absent-	Denman.

I, Michelle Kessler, Deputy City Clerk of Southgate, do hereby certify that the foregoing is a true, correct and complete copy of a resolution adopted by the Southgate City Council at a regular meeting held on May 20, 2015.

  
Deputy City Clerk

cc: Mayor, Finance, Constellation Energy, files.

## Distribution Services Rider

(Bill on Usage)

This Distribution Services Rider is effective May 1, 2015 ("Distribution Services Rider Effective Date"), is made a part of that certain natural gas agreement entered into on April 13, 2015 ("Master Natural Gas Agreement"), by and between Constellation NewEnergy – Gas Division, LLC ("CNEG") and City of Southgate ("Customer"), and is subject to all of the provisions, terms and conditions of such Master Natural Gas Agreement. The purpose of this Distribution Services Rider is to set forth the specific terms and conditions related to the distribution services performed by CNEG for Customer's facilities listed below (the "Facilities"). Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Natural Gas Agreement. In the event of a conflict between this Distribution Services Rider and the Master Natural Gas Agreement, the terms of this Distribution Services Rider shall govern with respect to the services described herein.

Facility Location	DTE Account Number	DTE Meter Number	CNEG Customer ID
14120 DIX TOLEDO RD, SOUTHGATE, MI	465589000012	9318340	RG-178847
14715 SCHAFER CT, SOUTHGATE, MI	457346200043	8017353	RG-178848
14400 DIX TOLEDO RD, SOUTHGATE, MI	457358000018	9551460	RG-178849
14680 DIX TOLEDO RD, SOUTHGATE, MI	457346200027	8849125	RG-178850
14719 SCHAFER CT, SOUTHGATE, MI	532868000011	0469471	RG-178851
14719 SCHAFER CT, SOUTHGATE, MI	465594500014	8944098	RG-178852
14719 SCHAFER CT, SOUTHGATE, MI	465594500014	7808624	RG-178853
14730 DIX TOLEDO RD, SOUTHGATE, MI	457346200035	0304618	RG-178854
14700 DIX TOLEDO RD, SOUTHGATE, MI	457346200019	7372935	RG-178855
14600 REGUME PKWY, SOUTHGATE, MI	457346200068	7714347	RG-178856
14680 DIX TOLEDO RD, SOUTHGATE, MI	457346200027	9160627	RG-178857

**1. GENERAL.** Customer understands that CNEG offers the distribution services described herein (the "Distribution Services") pursuant to an easement agreement (the "Easement Agreement") between CNEG (as successor by merger to Exelon Energy Company) and DTE Gas Company ("DTE"). Customer acknowledges that CNEG is subject to all rules, regulations, operating procedures, conditions and constraints related to the DTE distribution system and, accordingly, CNEG is not liable to Customer for any claims, damages or penalties caused in any manner by any such rules, regulations, operating procedures, conditions or constraints. Customer also acknowledges that CNEG is not a public utility. CNEG will provide on an exclusive basis, and Customer will pay for, the Distribution Services for the specified Facilities.

**2. GAS SUPPLY AND DISTRIBUTION SERVICES.** CNEG will supply and distribute, and Customer will purchase, all of the natural gas requirements for the Facilities during the term of this Distribution Services Rider. CNEG will make all necessary arrangements on behalf of Customer for distribution of all natural gas requirements for the Facilities. Customer shall promptly notify CNEG of any circumstances that may cause a material change to the Facilities' monthly usage. CNEG reserves the right to control any incremental load added under this Distribution Services Rider to insure that a certain portion of the additional volume meets certain electronic displacement load requirements. Customer acknowledges that the Distribution Price described below is in addition to the commodity price of the natural gas (the "Commodity Cost"), which will be agreed to by the Parties through a Transaction entered into pursuant to the terms of the Master Natural Gas Agreement. If, at any time during the term of this Distribution Services Rider, there has been no Transaction to set the Commodity Cost for any given month(s), the Commodity Cost for gas delivered during such month(s) will be Platt's *Inside FERC* First of Month Upper Midwest-MichCon city-gate for the applicable delivery month plus \$0.50 per dekatherm.

**3. PRICE OF DISTRIBUTION SERVICES AND PAYMENT.** During the Initial Term, the price for the Distribution Services will be \$0.211 per Ccf (the "Distribution Price") for all volumes consumed. In addition to the Distribution Price, Customer shall reimburse CNEG for fees charged to CNEG in connection with CNEG's administration of the distribution program including, but not limited to, pooling and electronic bulletin board fees. CNEG shall provide Customer a consolidated bill incorporating (i) utility charges, (ii) charges related to the Distribution Services, (iii) the Commodity Cost, and (iv) applicable Taxes. Customer will pay CNEG invoices in accordance with the payment terms contained in the Master Natural Gas Agreement. CNEG reserves the right to adjust the Distribution Price if (i) there is an increase in DTE's distribution or customer charges, in which case the change to the Distribution Price shall be proportionate to DTE's rate increase, or (ii) there is a material decrease in the Facilities' usage as compared to historical usage and other relevant information. Customer shall provide CNEG with any applicable state and/or local exemption certificate prior to the issue date of Customer's first invoice.

**4. GAS IN STORAGE.** If Customer has gas in its DTE storage account when Customer's storage information is received by CNEG from DTE, Customer will receive a credit on its CNEG invoice for such storage balance. The amount of the credit will be based on Platt's *Inside FERC* First of Month Upper Midwest-MichCon city-gate for the first month CNEG delivers gas to Customer pursuant to this Distribution Services Rider.

**5. TERM, TERMINATION.** The initial term of this Distribution Services Rider will commence upon the Distribution Services Rider Effective Date; provided, however, that Distribution Services will not commence for a Facility until the beginning of the first utility billing cycle following notification from DTE that such Facility's enrollment file has been accepted. This Distribution Services Rider will continue for a period of twelve (12) months following the Distribution Services Rider Effective Date (the "Initial Term") and will be extended and renewed for additional twelve (12) month



periods automatically, unless terminated by either party upon sixty (60) days written notice to the other party delivered to the party's notice address prior to the renewal date. For the avoidance of doubt, Customer acknowledges and agrees that CNEG is performing the Distribution Services as an adjunct to the provision of Gas under the Master Natural Gas Agreement, and as such if either Party has the right to terminate all or a portion of the Master Natural Gas Agreement in regard to the provision of such Gas, that shall be a basis to terminate this Distribution Services Rider as well. CNEG shall have no obligation to continue to provide Distribution Services if CNEG is no longer supplying Gas to Customer under the Master Natural Gas Agreement. In addition, if there are changes to the Easement Agreement that adversely affect CNEG's ability to effectively or economically perform the Distribution Services, then CNEG reserves the right to terminate this Distribution Services Rider upon thirty (30) days written notice.

**6. USAGE INFORMATION.** If requested by CNEG, Customer agrees to provide usage information from Customer's natural gas utility meter to CNEG weekly in an electronic format to be agreed upon by the Parties. Customer also agrees to inform CNEG of any variance in usage that could not be reasonably predicted by forecasting from Customer's historical usage information. CNEG may pass through to Customer any penalties resulting from Customer's failure to inform CNEG of usage variations.

**7. AGENCY AUTHORIZATION.** Customer hereby authorizes CNEG to act as exclusive agent for the Facilities with respect to distribution of natural gas. CNEG is authorized to request, execute and administer such agreements as CNEG deems necessary for the acquisition and transportation of gas sold and transported pursuant to this Distribution Services Rider and the Master Natural Gas Agreement.

**8. SYSTEM REQUIREMENTS.** DTE is responsible for operation of its distribution system, meter installation, maintenance and readings, and all infrastructure maintenance and system-wide upgrades. If any upstream or downstream facilities are needed to interconnect with, or to meet the current or anticipated service needs of Customer (including but not limited to service line extensions, upstream expansions, mains, transfer mains and gate stations or meters), Customer shall coordinate with CNEG and DTE for construction of such facilities. Customer shall be responsible to pay costs charged by DTE, if any, for the construction of such facilities.

**9. INDEMNITY.** Customer agrees to defend, indemnify and hold harmless CNEG and all its affiliates, and all of their respective officers, directors, shareholders, associates, employees, agents, representatives, successors, members, managers and assigns (collectively including CNEG referred to as the "CNEG Parties") from and against all claims, losses, expenses (including attorneys' fees and court costs), damages, demands, judgments, causes of action or suits (collectively, "Claims") of any kind, including but not limited to, Claims for personal injury, death, or property damage arising from Customer's failure to comply with the terms of this Distribution Services Rider.

*This Distribution Services Rider shall not be binding or enforceable against CNEG unless and until signed by an authorized representative of CNEG. This Distribution Services Rider may be executed by facsimile and in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.*

In Witness whereof, the Parties have caused this Distribution Services Rider to be executed on their behalf as of the Distribution Services Rider Effective Date above.

CONSTELLATION NEWENERGY - GAS DIVISION, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF SOUTHGATE

By:  \_\_\_\_\_

Name: **Joseph G. Kuspa** \_\_\_\_\_

Title: **Mayor** \_\_\_\_\_

By:  \_\_\_\_\_  
Name: **Janice M. Ferencz**

Title: **City Clerk**

	Customer Gone	Distribution -15%	Energy Gone	IRM Gone	Reservation Gone	Gas -30%	TOTAL
14600 Reaume	314.40	576.83	33.62	31.08	60.42	1,304.03	2,320.38
	-	490.31	-	-	-	912.82	1,403.13
14120 Dix	314.40	287.20	16.23	31.08	32.03	637.13	1,318.07
	-	244.12	-	-	-	445.99	690.11
14715 Schafer	314.40	471.60	27.44	31.08	49.40	1,072.92	1,966.84
	-	400.86	-	-	-	751.04	1,151.90
14400 Dix	314.40	2,277.32	132.14	31.08	238.54	5,198.50	8,191.98
	-	1,935.72	-	-	-	3,638.95	5,574.67
14680 Dix	314.40	1,043.41	60.52	31.08	109.22	2,395.63	3,954.26
	-	886.90	-	-	-	1,676.94	2,563.84
14680 Dix	314.40	332.60	19.50	31.08	34.84	742.30	1,474.72
	-	282.71	-	-	-	519.61	802.32
14719 Schafer	314.40	220.66	18.05	31.08	23.10	502.68	1,109.97
	-	187.56	-	-	-	351.88	539.44
14719 Schafer	314.40	77.95	4.56	31.08	8.17	173.45	609.61
	-	66.26	-	-	-	121.42	187.67
14719 Schafer	314.40	4,302.22	250.25	31.08	450.64	9,747.52	15,096.11
	-	3,656.89	-	-	-	6,823.26	10,480.15
14730 Dix	314.40	5,040.90	292.14	31.08	528.02	11,506.91	17,713.45
	-	4,284.77	-	-	-	8,054.84	12,339.60
14700 Dix	314.40	12,979.90	757.36	31.08	1,359.65	29,179.81	44,622.20
	-	11,032.92	-	-	-	20,425.87	31,458.78

DTE 98,377.59

Constellation 67,191.62

Savings 31,185.97

JOSEPH G. KUSPA  
Mayor

JANICE M. FERENCZ  
City Clerk

JAMES E. DALLOS  
Treasurer



**City of Southgate**  
NORMA J. WURLINGER  
MUNICIPAL BUILDING

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PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

**Memorandum**

**To:** Honorable City Council Members

**From:** John J. Zech, City Administrator

**Re:** Water Residential Assistance Program (WRAP)

**Date:** October 12, 2016

The Great Lakes Water Authority (GLWA) has set aside 0.5% of its annual operating budget to assist eligible low income residential customers with paying their water bills. The program is called Water Residential Assistance Program (WRAP) and it is managed for them by the Wayne Metro Community Action Agency (WMCAA). David Angileri and I have met with Jerome Drain of WMCAA, who oversees the program. We feel this is a good program and recommend the City get involved with it. Attached please find a list of the communities, which totals 47 that have adopted a Memorandum of Agreement (MOA) with WMCAA, which is also attached.

We've also included a 2 page flyer that summarizes quite well the details of the program. Therefore, we respectfully request that you authorize the Mayor and the City Clerk to sign the MOA.

If you have any questions, please contact David Angileri or me. In addition, Mr. Drain will attend the City Council meeting on October 19, 2016 should you have questions for him.

**Cc:** Mayor Joseph G. Kuspa  
David Angileri, Assistant City Administrator/Finance Director

[Home](#)

## Program Resources

[Promotional Material](#)[Video Library](#)[Webcasts](#)[Media](#)[Get WRAP Help FAQ](#)[Wholesale Customer  
FAQ](#)

## Participating Communities

[!\[\]\(fe3aebe81acea8d45108cd2768939da7\_img.jpg\) Get Help](#)[!\[\]\(626ce8ac21792b9405bfddfea8e0c96a\_img.jpg\) Contact Us](#)[!\[\]\(a8f9309f944226d1420f5fed22e2b6e6\_img.jpg\) WRAP Calendar](#)

## Communities

These are the communities currently active with WRAP. If your community is listed, please call the WRAP Connect Center at [313.386.9727](tel:313.386.9727) to schedule your intake appointment. If your community is not listed, please check back in a few days as the list is constantly being updated.

### Lapeer County

[City of Lapeer](#)[Village of Almont](#)

### Macomb County

[Centerline](#)[Chesterfield Township](#)[Clinton Township](#)[Eastpointe](#)[Fraser](#)

Wholesale Customer Portal



Username

☐ Remember me

LOG IN

[Forgot your username?](#)

[Forgot your password?](#)

Monroe County

[Ash Township](#)

Oakland County

[Bingham Farms](#)

[Clawson](#)

[Commerce Township](#)

[Farmington Hills](#)

[Ferndale](#)

[Huntington Woods](#)

[Keego Harbor](#)

[Orion Township](#)

[Lathrup Village](#)

[Madison Heights](#)

[Orchard Lake Village](#)

[Shelby Township](#)

[St. Clair Shores](#)

[Sterling Heights](#)

[Utica](#)

[Village of New Haven](#)

[Warren](#)

[Washington Township](#)

[Home](#)



[Oxford](#)  
[Pontiac](#)  
[Royal Oak](#)  
[Royal Oak Township](#)  
[Southfield](#)

[Home](#)

## Wayne County

[Allen Park](#)  
[Canton Township](#)  
[Dearborn Heights](#)  
[Detroit](#)  
[Ecorse](#)  
[Gibraltar](#)  
[Harper Woods](#)  
[Inkster](#)  
[Livonia](#)  
[City of Northville](#)  
[Plymouth](#)  
[River Rouge](#)  
[Taylor](#)  
[Westland](#)

## Washtenaw County

[Pittsfield Township](#)

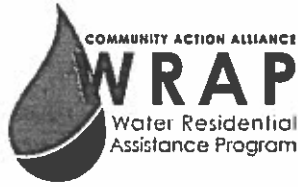
[Ypsilanti](#)



[Home](#)

Water Residential Assistance Program © 2016. All Rights Reserved.

Website designed by Courtland Consulting.



## Memorandum of Agreement Between

Wholesale Customer: City of Southgate Attn: John Zech 14400 Dix-Toledo Hwy. Southgate, MI 48195	CA Alliance: Wayne Metro Community Action Agency Attn: Katy Kibbey, Chief Programs Officer 7310 Woodward, Suite 800 Detroit, Michigan 48202
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**Project:** The Water Residential Assistance Program ("WRAP") is a universal service delivery model to help residential customers of the Great Lakes Water Authority access bill assistance, water conservation measures, and navigate resources and supports on a pathway toward self-sufficiency.

**Duration:** Wayne Metro Community Action Agency ("CA Alliance") is entering into a Memorandum of Agreement with the City of Southgate ("Wholesale Customer") effective November 1, 2016 through October 31, 2017, pertaining to the WRAP Program (the Project) operated by Wayne Metro Community Action Agency (CA Alliance & Project Administrator).

### City of Southgate agrees to:

- Understand and accept the WRAP Universal Service Delivery Model design. (Attached hereto as Attachment A and made a part of this Agreement.)
- Provide to WRAP CA Alliance Agency a main point of contact who will be responsible for:
  - Utilizing WRAP secure portal for on-going communications between CA Alliance Agency and Wholesale Customer regarding enrolled WRAP residential customers.
  - Receiving and reviewing reports of enrolled WRAP residents on regular basis.
  - Receiving and responding to CA Alliance questions regarding individual WRAP residential customer cases on an as needed basis.
  - Acting as liaison to Wholesale Customer billing department regarding payments made by CA Alliance.
  - Attending WRAP Wholesale Customer meetings held by CA Alliance.
- For those WRAP residents who enroll with arrearage/past due amounts, Wholesale Customer will:



- Freeze arrearages for 12 months or until a resident exits from WRAP program.
  - Waive future penalties for WRAP participants.
  - Stop pending shutoffs once resident appointment confirmation and/or enrollment verification received from CA Alliance to Wholesale Customer.
  - For Residents for whom water has been shut off, it understood by both parties that Resident is solely responsible for payment of applicable turn on/turn off fees.
  - Exempting from tax rolls
  - Other protocols as deemed mutually agreeable between both parties:
- Provide CA Alliance access to past customer billing history, previous or current enrollment in payment plans, previous or current enrollment in Wholesale assistance plans, and/or customer alerts.
  - Engage with CA Alliance in shared WRAP marketing and outreach activities to residential customers in Wholesale Customer's community.

**Wayne Metro Community Action Agency agrees to:**

- Provide a Single Service Point of Entry for GLWA regional resident to the WRAP Program; all calls will be processed through a dedicated telephone number- (313) 386-WRAP (9727) and via online Program Request Form.
- Pre-screen WRAP applicants for program eligibility and schedule residents for intake appointments based on pre-screening at time of call.
- Schedule intake appointments at CA Alliance Service Center accessible to residents.
- Inform and secure resident agreement of WRAP Program expectations and responsibilities via WRAP Client Contract.
- Refer eligible residents with water usage at or above 120% of normal usage for Home Water Conservation audit. Conduct Home Water Audit and perform minor home plumbing repairs eligible within scope of project.
- Provide a main point of contact to the Wholesale Customer who will be responsible for:
  - Utilizing WRAP secure portal for on-going communications between CA Alliance Agency and Wholesale Customer regarding enrolled WRAP residential customers.
  - Providing reports of enrolled WRAP residents on regular basis.
  - Reporting to Wholesale Customer at mutually agreed upon intervals on payment status of enrolled WRAP residential customers via electronic report form housed in web-portal.
  - Sending batched bill credit payments (based on \$25 per month) bi-monthly and arrearage payments (bi-annually) to Wholesale Customer by XX date of month for enrolled residents verified as in good standing with

WRAP. Payment information will include: name, address, and account number.

- Providing reports of WRAP residents who exit and/or are terminated from the program.
  - Reporting back to Wholesale Customer at established intervals on CA Alliance payment status of enrolled WRAP residential customers via electronic report form housed in web-portal.
  - Acting as liaison to Wholesale Customer regarding the WRAP Program.
  - Engaging with Wholesale Customer in shared marketing and outreach activities around WRAP to residential customers.
- Collect and maintain program data, including but not limited to:
    - Scheduled appointments of residents residing in Wholesale Customer Community.
    - Status of enrolled residents in WRAP from Wholesale Customer Community receiving bill payment assistance and home water conservation audits.
    - Reconciliation of total assistance paid to Wholesale Customer including bill payment plan assistance amount of arrearages paid (total and average).
    - Number of households assisted.

This agreement shall be in effect for one year from the date of execution and maybe renewed at that time based on an interest to do so by both parties. This agreement may be terminated by either party with 30 days written notice.

Should either party issue Notice of Termination, both parties agree that residents enrolled in WRAP prior and up to the date of written notice will continue to receive WRAP assistance program until the first 12 months of resident enrollment is completed or resident termination and the terms of this agreement will continue.

This MOA may be amended upon written approval of the parties at any time.

**Signed for Wayne Metro Community Action Agency:**

\_\_\_\_\_  
Katy Kibbey, Chief Programs Officer

\_\_\_\_\_  
Date

**Signed for City of Southgate:**

\_\_\_\_\_  
Janice Ferencz, Clerk

\_\_\_\_\_  
Date

**Signed for City of Southgate:**

\_\_\_\_\_

\_\_\_\_\_

Joseph G. Kuspa, Mayor

Date

## **Attachment A**

### **Water Residential Assistance Program (WRAP) Components**

#### **Residential Assistance- Water Bill Payment Plan**

- Maximum assistance per resident- \$1,000 annually
  - Water bill payment plan assistance consists of \$300 annual bill credit (\$25 per month for 12 months) for residents who are verified as staying current on regular bill payments (per billing cycles).
  - Up to \$700 annually in assistance for past due/ arrearage amounts. Arrearages will be paid in two installments:
    - At 6 months of successful payment history, up to \$350( 50%) will be applied
    - At 12 months of successful payment, up to \$350 (second 50%) can be applied.
  - Additional assistance via other CA Alliance funding sources may be leveraged with WRAP based on client eligibility and fund availability.
  - On-going case management will be provided to ensure client success in the WRAP program and to build other self-sufficiency supports. Household self-sufficiency assessments will be completed and referrals to CA Alliance and external provider services made and follow up and progress tracked.
  - Wholesale customers (i.e. City municipalities billing for GLWA water and/or sewer) will be engaged in regular communication and processing with CA Alliance agencies to monitor customer success in the WRAP program and track payment history.
  - Participants can remain in the program for up to 24 months. Participants must re-apply annually.

#### **Residential Assistance- Home Water Audit Conservation**

- Households presenting at intake with documented water usage above 120% of average usage will be referred for a Home Water Conservation audit, as performed by CA Alliance.
- Households can receive up to \$1,000 per household for water conservation and minor home plumbing repairs annually.
- Conservation measures and simple leak repairs will be completed during the Home Water Audit. Minor Home Repair and toilet replacement will be referred for a Minor Home Repair visit. Minor Plumbing Repairs will be completed by licensed plumbers following all applicable permitting laws.
- Eligible WRAP measures may include: Faucet aerators
  - Spigot protectors
  - Low-flow toilets
  - Low-flow showerheads
  - Leaking faucets (indoor / outdoor)
  - Hose bib leaks (outdoor)
  - Pipe joint leaks (if easily accessible)
- Items not covered through WRAP:

- Emergency Repairs
- Plumbing that involves sewer/wastewater work
- Garbage disposals
- Dish washing machines
- Washing machines
- Repairs behind walls or underground
- Repairs in areas that pose a risk to contractors due to environmental hazards or structural deficiencies

**WRAP Resident Eligibility Guidelines:**

- Income-eligibility at 150% FPL or below based on 90 day look back from date of application.
- Bill must be in client/"tenant" name. Address must match client I.D.
- Proof of homeownership; If renter, lease must indicate tenant responsible for water\*
- Must have income source.
- Account holder must attend appointment.
- Shut off notice is not required.
- Bill does not have to be past due.
- For bill plan assistance, client participation in other education/trainings is not mandatory.
- Subsidized housing participants are eligible for assistance.

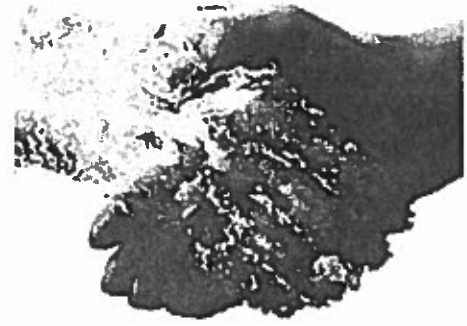
\* Eligibility may be based on non-owner occupied registration with Wholesale Customer community.



COMMUNITY ACTION ALLIANCE

# WRAP

Water Residential  
Assistance Program



\*Income restrictions and eligibility requirements apply.

## Program Benefits:



Assistance up to \$1,000 per household per year. \$25 monthly bill credit + help with arrears.



Home water audit for households above 120% of average usage



Home repairs up to \$1,000 per household to fix minor plumbing issues leading to high usage



Water saving kits and consumer training classes



Supportive WRAP-Around Services

## WRAP Participant Qualifications:

- ✓ Have income at or below 150% of poverty threshold
- ✓ Provide proof of residency & income
- ✓ Provide renter's proof of responsibility for water on lease
- ✓ Stay current on monthly bill payment
- ✓ City of Detroit residents must install a new automatic meter reading device or allow DWSD to install a new meter



WRAP funding is made possible by the Great Lakes Water Authority.

## Call 313.386.WRAP (9727)

or visit [www.waynemetro.org/wrap](http://www.waynemetro.org/wrap)



Wayne Metropolitan  
Community Action Agency



OLHSA  
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# Community Action Alliance WRAP Program

Community Action Alliance will deliver WRAP through our Empowerment Pathway Model—a custom designed service plan to help residential customers in the Great Lakes Water Authority regions to access bill assistance, water conservation measures, and navigate resources and WRAP-around supports on a pathway toward self-sufficiency.

Household Income eligibility for the WRAP is 150% of poverty:

Household Members	Household Income	Household Members	Household Income
1	\$17,805	5	\$42,660
2	\$24,030	6	\$48,870
3	\$30,240	7	\$55,095
4	\$36,450	8	\$61,335



The WRAP's mission is to administer the distribution of WRAP funding to the eligible, low-income customers of the GLWA with a vision to create a transformative water utility assistance program focusing on bill assistance, conservation and self-sufficiency initiatives.

\*City of Detroit residents who are not eligible for WRAP assistance can enroll in the DWSD 10/30/50 Payment Plan. The plan allows for customers to pay down arrears by spreading them across future payments. For more information please call 313.267.8000 or visit [www.detroitmi.gov/dwsd](http://www.detroitmi.gov/dwsd).

## Call 313.386.WRAP (9727)

or visit [www.waynemetro.org/wrap](http://www.waynemetro.org/wrap)



Wayne Metropolitan  
Community Action Agency



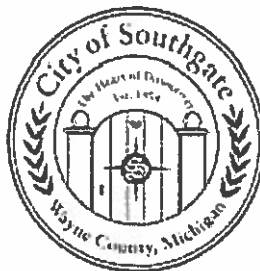
LHSA  
A Community Action Agency



JOSEPH G. KUSPA  
Mayor

JANICE M. FERENCZ  
City Clerk

JAMES E. DALLOS  
Treasurer



**City of Southgate**  
NORMA J. WURLINGER  
MUNICIPAL BUILDING

- CITY COUNCIL -

JOHN GRAZIANI  
Council President

KAREN E. GEORGE

MARK FARRAH

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

**Memorandum**

To: Honorable City Council Members

From: John J. Zech, City Administrator

Re: Amendments to City Ordinances

Date: October 12, 2016

Subsequent to your last work study session, the Administration met to review the comments made at the meeting regarding amendments to City Ordinances. The group included Jeff Meussner, Brandon Fournier, Jeff Smith, Bob Casanova, David Angileri and myself.

Attached please find a revised 660.15. No other changes were made to the Ordinance Amendments that were proposed at the October 5<sup>th</sup> work study session.

We respectfully request that you approve our recommendations to amend Ordinances 660.15, 1060.04 (c)(1), 1060.05, 1060.08 (f) (g) and (h), 1060.16, 1422.02 Section 302.4 and 1422.02 Section 602.13.

If you have any questions please contact me.

Cc: Mayor Joseph G. Kuspa



**660.15 RESPONSIBILITY FOR MAINTENANCE OF DWELLINGS.**

Every building or portion thereof which is being used as a dwelling, home or residence shall be kept by the owner or landlord thereof in a clean, neat and habitable condition in order to prevent the premises from becoming a nuisance. No owner or landlord shall allow a dwelling to become dilapidated, permit weeds or other vegetation to grow higher than ~~ten~~ eight inches in height or allow trash, rubbish or refuse to accumulate on the property to such an extent that a nuisance is created which is injurious to the health, safety or welfare of the occupants of the dwelling or of the inhabitants of the City. Storage of wood piles for burning purposes shall be elevated a minimum of twelve inches ~~from grade~~ off the ground.

If the owner has leased or rented the dwelling to another person and the duty to keep the premises in a proper condition rests upon such renter, tenant or lessee, then the obligations of this chapter shall fall upon such renter, tenant or lessee. **ADD \***  
(1974 Code 59.17; Ord. 344. Passed 7-1-81.)

\* However, if the renter, tenant or lessee neglects their duty, the responsibility reverts to the owner or landlord to keep the dwelling, home or residence clean, neat and in a habitable condition in order to prevent the premises from becoming a nuisance.

waste, the Department of Public Services may remove or may contract for the removal of such waste and shall charge the cost thereof to such person, firm or corporation. In the event payment therefore is not made when billed, the expense of disposing of such excess waste will be charged to the owner of the real estate by adding it to the tax rolls, with interest and costs to be included. Apartment buildings shall constitute commercial activities for the purposes of collection of waste.

(c) Storage. Between collections of solid waste and recyclable materials by the City or a licensed waste hauler hired by the City or authorized to do work within the City, each person who is an owner, lessee or occupant of any site of generation shall store such materials as follows:

- (1) Solid waste shall be stored in containers constructed of either rigid plastic or ~~or plastic~~, with tightly fitting covers which are rodent-proof, ~~or in plastic bags which must be securely tied when placed outside and which must be vermin-proof, or~~ not less than 20-gallon capacity. Rigid containers must be kept tightly covered, except when opened for deposit or removal of solid waste. ~~Plastic bags used as storage containers must be kept in a clean and sanitary condition and cannot be left outside except on the day of pick-up.~~ An owner, occupant, tenant or lessee receiving single-family refuse collection shall be required to restore the container to an acceptable storage condition not later than 8:00 a.m. the following day after refuse collection takes place.
- (2) Recyclable materials (other than yard waste) shall be stored in containers adequate to contain such recyclable materials therein.
- (3) Every owner, occupant, tenant or lessee using any building, house or structure for any purpose whatsoever where refuse accumulates, shall provide and maintain standard refuse containers of sufficient number and size, as herein specified, in order to store such refuse tending to accumulate on said premises. Refuse containers that deteriorate or otherwise fail to meet the requirements of this chapter may be claimed as refuse, and after five days' written notice to the party or parties responsible or in possession of such container, such containers shall be collected as refuse by the Department of Public Services or the City's authorized refuse collectors. (Ord. 530. Passed 5-19-93; Ord. 806. Passed 6-1-05; Ord. 14-970. Passed 11-5-14.)

#### 1060.05 PLACEMENT OF CONTAINERS; TAMPERING; SANITARY CONDITIONS.

Except as otherwise provided in Section 1060.04, containers for the storage of solid waste and recyclable materials shall be placed at the rear or side of buildings, at a place which is reasonably inconspicuous from streets and places occupied by other persons. ~~Bags used as storage bags, and not as liners for rigid containers, must be kept tightly sealed and located, prior to placement for collection, in a place not readily accessible to animals, children or the elements of nature.~~ No person, firm, corporation or other legal entity shall disturb the contents of waste receptacles or bundles, nor shall persons leave receptacles or the contents thereof in a condition other than is provided for in this chapter. All receptacles must be maintained in a sanitary condition. (Ord. 530. Passed 5-19-93.)

~~(f) Approved Incinerator Use.~~ Rubbish may be burned in an approved incinerator located in a building.

~~(f)~~ ~~(g)~~ **Open Burning.** Open burning of garbage, rubbish and refuse is hereby prohibited. However, a permit for the disposal of waste from building operations and land clearing, and for the disposal of other large accumulations of waste, may be obtained from the Fire Chief or his or her duly designated representative, which permit shall state the terms and conditions under which the authority granted under such permit may be exercised. Such terms and conditions shall be at the discretion of the Fire Chief or his or her duly designated representative.

~~(g)~~ ~~(h)~~ **Open-Type Storage Receptacles.** The use of roll-off, open-type containers of twenty yards or more for trash and refuse storage is hereby prohibited, except at construction sites. (Ord. 572. Passed 3-22-95.)

#### 1060.09 WASTE HAULER'S LICENSES.

(a) **Required.** No person shall engage in the business of collecting, transporting, delivering or disposing of solid waste or recyclable materials generated within the City without first obtaining a waste hauler's license pursuant to this chapter. Waste hauler's licenses shall be issued upon application to the City Clerk on forms provided therefor and upon payment of the annual license fee as provided in this section.

(b) **Issuance.** The Department of Public Services may, after approval by both the Mayor and Council, issue an annual license to any person, firm or corporation to collect and transport solid waste and recyclable materials, provided that all of the rules and regulations applicable thereto are strictly observed.

(c) **Conditions of Licenses.** It shall be an express condition of obtaining a waste hauler's license that the waste hauler shall:

- (1) Comply with all provisions of this chapter;
- (2) Comply with all applicable Federal, State, County and local laws, statutes, rules and regulations, including, but not limited to, those pertaining to the collection, transportation, delivery and disposal of solid waste, recyclable materials and yard waste.
- (3) Comply with all applicable provisions of an agreement and of the rules and regulations adopted from time to time by the City for the use, administration and operation of the facilities described herein.
- (4) Pay an annual license fee of two hundred fifty dollars (\$250.00) per year to be paid between June 1 and June 30 of each year. (Ord. 530. Passed 5-19-93.)

#### 1060.10 COLLECTION OF UNACCEPTABLE WASTE BY WASTE HAULERS.

A waste hauler shall not knowingly collect or deliver unacceptable waste to any facility. (Ord. 530. Passed 5-19-93.)

~~1060.16 CURBSIDE RECYCLING FEE.~~

~~Effective June 1, 1994, each single family residence shall pay a monthly curbside recycling fee of two dollars (\$2.00), which charge shall be placed on the bimonthly water/sewer/utility bill for each individual residence (Ord. 560. Passed 6-1-94.)~~

## 1060.17 UNLAWFUL USE OF DUMPSTERS OR RECEPTACLES.

No person shall make use of any garbage can, dumpster or trash receptacle belonging to another person or business entity in the City without first receiving the express written consent of such person or business entity. For purposes of this section, "use" includes the dumping, unloading, disposing or placing of rubbish in such receptacle. (Ord. 566. Passed 10-5-94.)

## 1060.18 UNLAWFUL TAMPERING WITH GARBAGE RECEPTACLES.

No person shall open, dump, tamper with or remove the contents of any garbage can, dumpster or trash receptacle belonging to another person or business entity in the City. This section shall not apply to licensed trash and waste haulers performing services in the ordinary course of business. (Ord. 823. Passed 4-5-06.)

## 1060.99 PENALTY.

(EDITOR'S NOTE: See Section 202.99 for general Code penalty if no specific penalty is provided.)

**1422.02 AMENDMENTS.**

The International Property Maintenance Code adopted in Section 1422.01 is hereby amended and revised in the following respects:

**Section 101.1**

Insert: "City of Southgate" for "[NAME OF JURISDICTION]";

**Section 103.5**

Insert: "See Chapter 1444 of the Southgate City Code, Fee Schedule" for "[APPROPRIATE SCHEDULE]";

**Section 112.4**

Insert: "\$1.00" for the first reference to "[DOLLAR AMOUNT]" and "\$500.00" for the second reference to "[DOLLAR AMOUNT]";

**Section 302.4**

Insert: "8 inches" for "[HEIGHT IN INCHES]"; Grass Clippings shall be removed from all paved surfaces both in the right-of-way and on the private property.

**Section 304.14**

Insert: "April 1" for the first reference to "[DATE]" and "November 30" for the second reference to "[DATE]";

**Section ~~602.13~~ 602.3**

Insert: "September 15" for the first reference to "[DATE]" and "May 15" for the second reference to "[DATE]";

**Section 602.4**

Insert: "September 15" for the first reference to "[DATE]" and "May 15" for the second reference to "[DATE]".

(Ord. 899. Passed 3-3-10; Ord. 959. Passed 5-1-13.)

**1422.03 CERTIFICATES OF OCCUPANCY REQUIRED; CONDITIONS FOR ISSUANCE.**

(a) No person shall hereafter occupy or reoccupy, and no owner or agent thereof shall permit the occupation or reoccupation of any building or addition thereto or part thereof, for any purpose, until a certificate of occupancy has been issued by the Building Department. The certificate of occupancy so issued shall state that the occupancy complies with this chapter.

(b) An application for such a certificate, together with the fee as set forth in Chapter 1444, for each residential, commercial or industrial unit occupied, shall be filed with the Building Department. Upon receipt of such application and fee, the Department shall inspect the premises within three days of such application, and, if approved, shall issue a certificate of occupancy therefor.