

Southgate City Council Agenda

Council Chambers

Wednesday September 7, 2016

6:30pm Work Study Session

1. Proclamation
2. Officials Reports
3. Discussions regarding 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 August 17, 2016.
2. Regular City Council Meeting Minutes dated August 17, 2016.

Scheduled Persons in the Audience:

Consideration of Bids:

1. Letter from Mayor; Re: Purchase of Exhaust Removal System
2. Letter from Mayor; Re: Elevator Repairs and Maintenance

Scheduled Hearings:

1. Memo from Administrator; Re: Kroger Co. of Michigan's Application

Communications "A" –

1. Letter from Hennessey Engineers; re: Resolution to Designate Authorized Project Representative for DWRP
2. Memo from Administrator; Re: Dangerous Buildings Board; Request for Public Hearings
3. Memo from Administrator; Re: Renewal of AT&T Local Franchise Agreement
4. Memo from Administrator; Re: Class C Liquor License for Market Center Park
5. Letter from Mayor; Re: Appointment to Board of Zoning Appeals

Communications "B" – (Receive and File)

1. Letter from Mayor; Re: Appointments to Parks & Recreation Commission
2. Letter from Mayor; Re: Appointments to Public Safety Commission
3. Letter from Mayor; Re: Appointments to Water Board
4. Letter from Mayor; Re: Appointment to Cultural Arts & Special Events Commission

Ordinances:

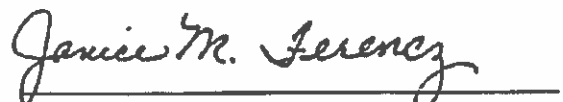
Old Business:

New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant # 1312 - See Warrant

Adjournment:



Janice M. Ferencz, City Clerk

PROCLAMATION

Whereas, childhood obesity in the United States has tripled in the past decade,

Whereas, one in three children are now considered obese or overweight, and experts estimate that by 2020, approximately 15 million U.S. children will be considered obese,

Whereas, at the current rate, a third to half of the children born in the 21st century will become diabetics,

Whereas, in Michigan, 12 percent of middle school children and 15 percent of high school students are considered obese,

Whereas, parents are encouraged to sit down with their children and teach them how to make healthier food choices, the importance of portion control and the value of exercise,

Whereas, I want to recognize the efforts of such organizations as Medical Weight Loss Clinic in providing the resources and tools for Michigan youth to make healthy food choices,

Now, Therefore, be it Resolved, That I Joseph G. Kuspa, Mayor of Southgate, Michigan do hereby proclaim the week of September 19th, 2016 as Childhood Obesity Awareness Week in Southgate. I ask that all citizens recognize and take advantage of programs designed for and available to their children and support them in leading healthier lifestyles.

Joseph G. Kuspa, Mayor



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

August 31, 2016

To the Honorable
City Council
Southgate, Michigan 48195

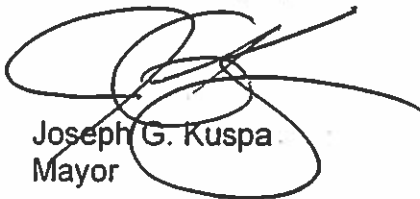
Re: Bid for Purchase of Fire Equipment (Exhaust Removal System)

Ladies and Gentlemen:

Bids for the purchase of Fire Equipment (Exhaust Removal System) were received and reviewed by the administration. It is recommended by the Fire Chief and I concur, that the bid be awarded to Rossman Enterprises, Inc. DBA Clean Air Concepts, Cincinnati, Ohio in the amount of \$32,439.00.

Sufficient funds are available from the FEMA AFG grant with the 10% match (\$3,244.00) from the Fire Department budget for this purchase.

Sincerely,



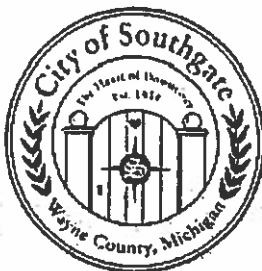
Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
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MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: David Angileri, Assistant City Administrator/Finance Director 

DATE: August 31, 2016

RE: Recommendation for Fire Equipment (Exhaust Removal System)

I have reviewed the above with the Fire Chief and concur with his recommendation to award this purchase to Rossman Enterprises Inc. DBA Clean Air Concepts, Cincinnati, Ohio, in the amount of \$32,439.00.

Funds are available from an FEMA AFG Grant, with a 10% match (\$ 3,244.00) from the Fire Department Budget.



Southgate Fire Department

14730 Reaume Parkway
Southgate, Michigan 48195
(734) 258-3080 / FAX (734) 246-1352

Michael Sypula Fire Chief
(734) 258-3070
msypula@ci.southgate.mi.us



August 31, 2016

To: David Angileri, Finance Director

From: Mike Sypula Fire Chief

Re: Bid Award Fire Station Exhaust Removal System

I have reviewed the bids for the purchase of a Source Capture Vehicle Exhaust Removal System for our fire station. This system will bring us into compliance with all NFPA, OSHA and MI OSHA codes and regulations for diesel exhaust removal. I am requesting that the bid be awarded To Clean Air Concepts Cincinnati, OH 45242 in the amount of \$32,439.00. Because this is an AFG funded project, The Fema AFG grant fund for the Exhaust Removal system is \$38,182.00 with a required 10% fund match from this department. There is sufficient funding in both the AFG grant award and departmental budget to cover all costs associated with the purchase of this system.

We received 2 bids of which state 100% compliance with our specifications. The 2 companies are.

- 1) Rossman Enterprises Inc. DBA Clean Air Concepts
Product: MagneGrip
Total Price \$32,439.00
- 2) Hasting Air Energy Control
Product Plymovent
Total Price \$24,980.00

I would like to point out that we stated in our bid specs that a system with, "the least amount of hanging hose loops as possible" would be given preference, the system from Clean Air Concepts has the least amount of hanging hose loops and will save space between the fire trucks.

If you have any questions, please contact me

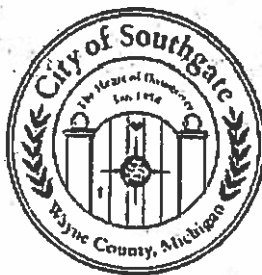
Mike Sypula Fire Chief

Cc John Zach, City Administrator

JOSEPH G. KUSPA
Mayor

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August 29, 2016

To the Honorable
City Council
Southgate, Michigan 48195

Re: Bid for Elevator Repairs and Maintenance

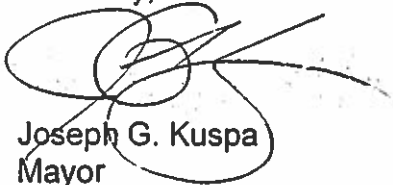
Ladies and Gentlemen:

Bids for Elevator Repairs and Maintenance were received and reviewed by the administration. It is recommended by the DPS Director and I concur, to award this bid to Kone, Inc., Livonia, Michigan, in the amount of \$197.49 per hour Weekdays, \$335.73 per hour Weekends and \$394.98 per hour Holidays for 2016, in the amount of \$205.39 per hour Weekdays, \$349.16 per hour Weekends and \$410.78 per hour Holidays for 2017, in the amount of \$213.60 per hour Weekdays, \$363.13 per hour Weekends and \$427.21 per hour Holidays for 2018.

Adequate funds are budgeted in various departments in the City to cover the cost of Elevator Repairs & Maintenance.

Your favorable consideration of this matter is requested.

Sincerely,



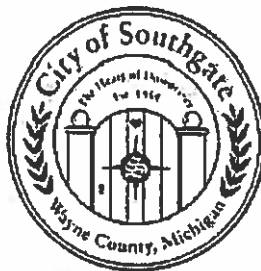
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MEMORANDUM

TO: The Honorable Mayor and City Council

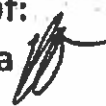
FROM: David Angileri, Assistant City Administrator/Finance Director 

DATE: August 29, 2016

RE: Recommendation for Elevator Repairs & Maintenance

I have reviewed the above with the DPS Director and concur with his recommendation to award this contract for to Kone Inc., Livonia, Michigan in the amount of \$ 197.49 per hour Weekdays and \$335.73 per hour Weekends and \$394.98 per hour Holidays for 2016, in the amount of \$ 205.39 per hour Weekdays and \$349.16 per hour Weekends and \$410.78 per hour Holidays for 2017, in the amount of \$ 213.60 per hour Weekdays and \$363.13 per hour Weekends and \$427.21 per hour Holidays for 2018.

Adequate funds are budgeted in various departments in the City to cover the cost of Elevator Repairs & Maintenance.

From the Desk of:
Robert Tarabula 
Director, D.P.S.
August 15, 2016

To: David Angileri
Finance Director

Re: Bid Recommendation for Elevator Repairs & Maintenance

I recommend that The City of Southgate award the Elevator Repairs & Maintenance contract to, Kone Inc. Kone has maintained our elevators in the past and is our current contractor. The contract shall be in place until December 31, 2018. The prices are approximately half of what we are currently paying.

U.S. Communities is a national cooperative purchasing program, providing world class government procurement resources and solutions to local and state government agencies, school districts (K-12), higher education institutions, and nonprofits looking for the best overall supplier government pricing.

U.S. Communities aggregates the purchasing power of more than 90,000 public agencies nationwide by offering Participating Public Agencies the ability to make purchases through existing, competitively solicited contracts between a supplier and a lead public agency.

- Each lead public agency awards its contract to a supplier after a competitive solicitation process designed to ensure that Participating Public Agencies receive the highest quality products and services at the lowest possible prices.
- Once the lead public agency has awarded a contract with the supplier, the lead public agency allows other Participating Public Agencies in need of similar products and services to make purchases through the existing contract through U.S. Communities. This ensures that all Participating Public Agencies have access to the same terms and conditions of the existing competitively solicited contract.
- U.S. Communities does not issue the solicitation for the contracts or participate in the bid selection process with suppliers. However, once the contract is in place it works with both the lead public agency and the supplier to ensure that the contract is administered properly through routine audits as well as additional oversight measures to ensure Participating Public Agencies are receiving the quality products and services of the highest quality and at the lowest prices.

Through U.S. Communities, all contracts are available to state and local government agencies, public and private K-12 school districts and higher education organizations, and nonprofit businesses.

For more information on US Communities, please visit their website at www.uscommunities.org.

Therefore, I recommend that the bid (for the period until December 31, 2018) be awarded to:

Kone Inc.
11864 Belden Ct.
Livonia, MI 48150
(734) 513-6944 x 210
Fax (734) 513-6948
www.kone.com
ryan.gold@kone.com

If you have any questions, please contact me.

RT/ad

Bid Tabulation Enclosed

(D/Bids-A: F4 Bid Recommendation: Elevator Repairs)



Attachment A

**KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Services, repair or modernization
under the U.S. Communities Program utilizing the Terms and Conditions of the City and County of Denver
Master Contract
(Reference GENRL-201414653-00 dated April 1st, 2014)**

PROPOSED UNITS & EQUIPMENT PRICING:

<u>Location Address</u>	<u>Elevators</u>	<u>Escalators</u>	<u>Other</u>	<u>Pricing</u>
City of Southgate	2	0	0	\$360.00/mo

Labor Rates

<u>Year</u>	<u>City</u>	<u>Mechanic</u>		
		<u>NORMAL HOURS</u>	<u>OVERTIME</u>	<u>SUNDAYS/ HOLIDAYS</u>
<u>2014</u>	<u>Detroit, MI</u>	<u>\$182.59</u>	<u>\$310.40</u>	<u>\$365.18</u>
<u>2015</u>	<u>Detroit, MI</u>	<u>\$189.89</u>	<u>\$322.82</u>	<u>\$379.79</u>
<u>2016</u>	<u>Detroit, MI</u>	<u>\$197.49</u>	<u>\$335.73</u>	<u>\$394.98</u>
<u>2017</u>	<u>Detroit, MI</u>	<u>\$205.39</u>	<u>\$349.16</u>	<u>\$410.78</u>
<u>2018</u>	<u>Detroit, MI</u>	<u>\$213.60</u>	<u>\$363.13</u>	<u>\$427.21</u>

**KRMS-Elevator Phone Monitoring Y N

**Requires execution and completion on the CIS (Customer Information Sheet) before phones can be programmed to KONE.

APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of Michigan.

PROPOSED SCOPE OF WORK:

SCOPE OF SERVICES

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, unless specifically excluded below, KONE will repair or replace the components listed below if the repair or replacement is, in KONE's sole judgment, necessitated by normal wear and tear. Unless specifically included elsewhere in this Agreement or unless Purchaser has separately contracted with KONE for the work, all other work related to the equipment is Purchaser's responsibility.

HYDRAULIC ELEVATORS

RELAY LOGIC CONTROL SYSTEM

All control system components.

MICROPROCESSOR CONTROL SYSTEM

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

POWER UNIT

Pump, motor, valves, and all related parts and accessories.

HYDRAULIC SYSTEM ACCESSORIES

Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.

CAR EQUIPMENT

All elevator control system components on the car.

WIRING

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment and buffers.

RAILS AND GUIDES

Guide rails, guide shoe gibs, and rollers.

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

MANUAL FREIGHT DOOR EQUIPMENT

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

POWER FREIGHT DOOR EQUIPMENT

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

TRACTION ELEVATORS

RELAY LOGIC CONTROL SYSTEM

All control system components.

MICROPROCESSOR CONTROL SYSTEM

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

GEARED/GEARLESS MACHINES

All geared and gearless machine components.

WIRING

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

CAR EQUIPMENT

All elevator control system components on the car.

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.

RAILS AND GUIDES

Guide rails, guide shoe gibs, and rollers.

ROPES

Hoist ropes, governor ropes, and compensation ropes.

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

MANUAL FREIGHT DOOR EQUIPMENT

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

POWER FREIGHT DOOR EQUIPMENT

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

ESCALATORS AND POWERWALKS

CONTROL SYSTEM

All control system components.

DRIVE MACHINERY AND MOTOR EQUIPMENT

All drive machine components. The gear case will be drained and flushed as needed to remove sediment and grit and refilled with new gear oil.

WIRING

All control wiring and all power wiring from the equipment input terminals to the motor.

HANDRAIL DRIVE SYSTEM

Handrail and all handrail drive components.

SAFETY SWITCH SYSTEM

Missing step detector, handrail speed detector, handrail inlet switches, step upthrust inlet switches, combplate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level step switches, emergency stop and inspection switches, alarm on the stop switch cover, broken step chain switches, key start switches, and brake temperature switch.

GUIDANCE AND ALIGNMENT SYSTEMS

All step chains, guidance and alignment components and demarcation lights. Balustrades and decks will be examined and adjusted, aligned, and fastened as needed.

POWER WALKS

CONTROL SYSTEM

All control system components and wiring.

DRIVE MACHINERY AND MOTOR EQUIPMENT

All drive machine components. The gear case will be drained and flushed as needed to remove sediment and grit, and refilled with new gear oil.

WIRING

All power walk control wiring and all power wiring from the power walk equipment input terminals to the motor.

HANDRAIL DRIVE SYSTEM

Handrail and all handrail drive components.

SAFETY SWITCH SYSTEM

Missing pallet detector, handrail speed detector, handrail inlet switches, comb plate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level pallet detector, emergency stop and inspection switches, alarm on the stop switch cover, broken pallet chain switches, and key start switches.

GUIDANCE AND ALIGNMENT SYSTEMS

All pallets, guidance and alignment components, and demarcation lights. Balustrades, decks, and skirt panels will be examined and adjusted, aligned, and fastened as needed.

HOURS OF SERVICE

All services described above will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

SERVICE REQUESTS (CALLBACKS)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade. Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

If Purchaser requests service on overtime, Purchaser will be charged only for the difference between KONE's hourly billing rate and KONE's hourly overtime billing rate for each overtime hour.

TESTS

KONE will perform the following tests on the Equipment. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test as required by applicable code.

TRACTION ELEVATOR

An annual no load test as required by applicable code.

A five (5) year full load test as required by applicable code.

ESCALATOR

An annual Escalator Step/Skirt Performance Index Test as required by applicable code.

REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

EXCLUSIONS

The following are excluded from the scope of services.

GENERAL

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date; removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE

representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's direct control.

KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.

OBSOLESCENCE

A component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components will also be at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, or the OEM designates the component as obsolete. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. The component that replaces the obsolete components is covered under this Agreement.

ELEVATOR

Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; telephones or communication devices; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

ESCALATOR AND POWERWALK

Refinishing, repairing, replacing or cleaning balustrades, pits, pans; sideplate devices; decks; skirt panels; anti-slide devices; brushes; guards and damage or deterioration to skirt deflector brushes. KONE is not obligated to perform an escalator cleandown, or do any work to bring the equipment in compliance with the escalator step/skirt performance index or loaded gap values required by code. Purchaser will use the escalators for the sole purpose of transporting passengers.

REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Notwithstanding anything to the contrary contained in this Agreement, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

THIRD PARTY SERVICES

All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.

If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will re-imburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams and (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

KRMS Voice Monitoring Service Option

KONE will provide its KRMS voice monitoring service. Purchaser will provide an analog phone line to the elevator machine room to be terminated on the appropriate phone jacks. If the phone line is an extension off an existing phone system, Purchaser will provide a backup power source. If applicable, the extension must be direct inward dial (DID). All phones and associated equipment must comply with ASME A17.1, local codes, and applicable law. Purchaser will provide KONE with the elevator phone number(s) or extension(s) so that these may be programmed to call the KONE Service Center. Purchaser will complete the below information and update KONE with the information immediately in writing if the information changes. Purchaser's named representatives must be available 24/7 for contact by KONE. If the KONE Service Center receives a call from an elevator, KONE will contact Purchaser's representatives in the order listed below. KONE will contact the local emergency authorities only if there is an emergency or when KONE cannot reach Purchaser's representatives. Upon termination of the Agreement, Purchaser must immediately reprogrammed all elevator phones to dial a number other than a KONE phone number, and KONE will block the elevator phone numbers from contracting the KONE Service Center.

KRMS Activation Fee: No Charge

KRMS Service Fee:

The Service Fee is based upon annual in advance payment. In the event Purchaser chooses an alternate payment option on page 1, additional surcharge will apply.

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1.		
2.		
3.		
4.		

First Point of Contact (Required)	
Name:	Title:
Phone #:	Cell Phone #:
Second Point of Contact (Required)	
Name:	Title:
Phone #:	Cell Phone #:
Third Point of Contact (Optional)	
Name:	Title:
Phone #:	Cell Phone #:
Local Emergency Authorities (Required)	
Fire Department Phone #:	Police Department Phone #:

If Purchaser wishes to include KRMS voice monitoring services in the Agreement, Purchaser will accept by initialing below.

Accepted

CUSTOMER INFORMATION

Who is the Agreement with?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? <input type="checkbox"/> Yes (If Yes, provide the Tax Exemption Certificate.) <input type="checkbox"/> No		
Federal Tax ID #:		

Where should the invoices be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

ACCEPTANCE

Service Agreement Effective Date:

Service Agreement Number: TBD

The parties to this service agreement agree to the conditions contained herein:

Sign for on behalf of Participating Public Agency

(Signature)

(Print Name)

(Print Title)

Date: ____/____/____

Respectfully submitted,
KONE Inc.

(Submitted By)

(Approved By) Authorized Representative

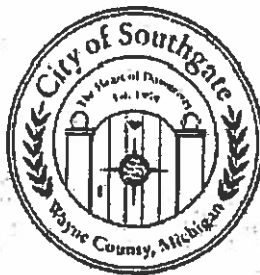
(Title)

Date: ____/____/____

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: Kroger Company of Michigan's Application for a Commercial Rehabilitation Exemption Certificate for a property known as 16705 Fort St., Southgate, Michigan

Date: August 29, 2016

The Kroger Company of Michigan has submitted an application for a Commercial Rehabilitation Exemption Certificate for a property known as 16705 Fort Street, Southgate, MI. The property was formerly the Southgate Super Kmart and has been vacant since 2014. Earlier this year the City established a Commercial Rehabilitation District on this site.

As explained in its application, which was sent to you as part of your August 17, 2016 City Council packet, the Kroger Company of Michigan plans to redevelop the building and site into what will become the largest Kroger store in Michigan.

The Kroger Company of Michigan is requesting tax relief on the incremental taxes on the property based on its investment. As regulated by MI PA 210 of 2005, the City can grant tax relief for up to 10 years on the incremental taxes due to new investment in qualified Commercial Rehabilitation Districts.

PA 210 stipulates that the Clerk of the City shall notify in writing the City Assessor, and the legislative body of each taxing unit that levies ad valorem property taxes in the qualified local governmental unit in which the qualified facility is located. Before acting upon the application, the City shall hold a public hearing on the application and give public notice to the applicant, the assessor, a representative of the affected taxing units, and the general public.

The following is the Administration's analysis of this request as well as its recommendation.

Members of the Administration have met with Thomas Ross of the Real Estate Department of the Kroger Company of Michigan, and David White of Ernst & Young, LLP on numerous occasions to gain a full understanding of their plans and request. The following facts have been brought to our attention.

First, this project has cleared two very important hurdles with one more to go at the Kroger headquarters in Cincinnati, Ohio. The first was the decision to purchase the former Southgate Super Kmart Store as they had determined their existing store, which they lease at 13333 Eureka Rd., wasn't

large enough to achieve their goals. Second was the meeting wherein Kroger directed their team to finalize the purchase of the former Super Kmart Store. The closing took place on August 12, 2016. The third hurdle that needs to be cleared is the final approval by Kroger to proceed with developing the 16705 Fort St. property that is estimated to cost \$18,450,000. This decision will be made later this year. Mr. Ross explained that the Kroger Co. of Michigan is competing with other Kroger projects across the country for the capital to proceed. He feels this project has a very good chance of being funded especially since Kroger has already spent \$5,500,000 to purchase the property. Never the less, final approval hasn't been given yet to proceed with the redevelopment. That is why consideration of their application for tax relief by the City Council is so important.

There are two more facts you should be made aware of. First, earlier this year Sears, the previous owner of the former Super Kmart, filed an application with the Michigan Tax Tribunal (MTT) for a reduction of their assessment. The State Equalized Value (SEV) and Assessed Value (AV) of the property at that time was \$3,060,900. The Taxable Value (TAXV) at the time was \$3,009,000. Kroger paid Sears \$5,500,000 for the property, so the MTT will take that into consideration. WCA Assessing, the company that provides technical assistance to the Downriver Consolidated Assessing Group, which consists of the cities of Riverview, Wyandotte and Southgate, has told us that \$5,500,000 is a fair number for the True Cash Value (TCV) for the former Super Kmart property. That would be a little over \$31.00 per square foot ($\$5,500,000 \div 177,000 \text{ sq. ft.} = \$31.07 \text{ per square foot}$), which they feel is appropriate for "big box" stores in the Downriver area. If approved by the MTT later this year, which is highly likely, \$5,500,000 will be the new True Cash Value number and \$2,750,000 will be the new State Equalized Value and Assessed Value for the property.

Second, also earlier this year, Kroger filed an application with the MTT for a reduction of their assessment at their present location. This application also included the Logan's Restaurant, the Dunham's Sporting Goods Store and the Kroger Gas Station as they are on the same parcel. Mr. Ross has stated in writing that if tax relief is granted for 16705 Fort St. by the City of Southgate and the State of Michigan and Kroger Company of Michigan receives final approval to proceed from the Kroger Company Board of Directors, they will withdraw their application for an assessment reduction for 13333 Eureka Rd. as well as Logan's, Dunham's and the gas station.

Attached please find a spread sheet that illustrates the estimated tax savings Kroger would receive, as well as the additional tax dollars the City will receive, if the City Council grants tax relief on the incremental taxes on the new investment at the former Kmart Superstore over a ten year period.

In 2017, the City's operating taxes on the real property will remain about the same as 2016, which was about \$37,820.00 and will remain so over the 10 years. This will result in tax relief of about \$40,000.00 per year for 10 years for Kroger.

In 2018, Kroger will pay the City about \$63,000.00 more in personal property taxes and over the 10 year period, they will pay the City about \$393,000.00 more in personal property taxes. The net result of the City Council granting tax relief to Kroger is about \$800.00 per year for the 10 year period.

In 2028, Kroger will pay City operating taxes on real and personal property in the amount of about \$112,000.00.

It should be noted that under PA 210 of 2005, the Southgate Community Schools shall be held harmless in terms of tax relief.

The Administration respectfully recommends the City Council grant the Kroger Company of Michigan tax relief through MI PA 210 of 2005, the Commercial Rehabilitation Act, for a 10 year period commencing December 31, 2017 for the following reasons.

First, Kroger now owns the former Super Kmart property, which is about 2.5 times the size of their current location. By purchasing this property, they are saying they want to stay in Southgate and expand their business here.

Second, as a tenant, Kroger did not insist in their lease that if they vacate, their former landlord is prohibited from leasing the property to another grocery store. Therefore, the owner of 13333 Eureka Rd. can lease to anyone that is a permitted use in that zone.

Third, 162 jobs will be retained and about 51 jobs will be added to the new store for a total of 213. Job retention and job creation is a goal the City should be striving for and promoting.

Fourth, once renovated this will be the largest Kroger store in Michigan. The building is 177,000 sq. ft. and Kroger plans to use 137,000 sq. ft. of it. The other 40,000 sq. ft. offers the Kroger Company of Michigan some additional options, which are good for our community. This major decision by Kroger will be seen locally, regionally and nationally as a significant investment and will have positive repercussions for Southgate.

If you have any questions about this matter, please contact me.



August 31, 2016

Mr. David Angileri, Assistant City Administrator
City of Southgate
14400 Dix-Toledo Highway
Southgate, Michigan 48195

**Re: Drinking Water Revolving Fund (DWRf) Program
Resolution to Designate Authorized Project Representative
Hennessey Project No. 11048**

Dear Mr. Angileri:

As you are aware, our office has been assisting the City with obtaining a Drinking Water Revolving Fund (DWRf) loan through the Michigan Department of Environmental Quality (MDEQ). This loan is a 20 year, low interest loan and would be obtained to rehabilitate existing water mains along major thoroughfares where frequent water main breaks occur by installing cured-in-place pipe liners within the existing water mains. Water mains that are planned for rehabilitation include:

- North Side of North Line Road from Dix-Toledo Highway to McCann Avenue
- West Side of Dix-Toledo Highway from North Line Road to Superior Avenue
- North Side of Eureka Road from Fort Street to Trenton Road
- Helen Street from Leroy Avenue to Pennsylvania Road


The MDEQ released the draft list of projects to be approved for a DWRf loan in FY2016-17 earlier this month and the City of Southgate is within the fundable range to be approved for a loan. Based upon the draft milestone schedule provided, draft plans and specifications are due to MDEQ for review in December 2016 with bidding of the project taking place in April 2017. Loan closing would take place June 2017 with construction to start in July 2017.

Our office will be administering this project on behalf of the City of Southgate; however, the MDEQ requests that a representative of the City be designated by City Council to authorize and sign all necessary documents related to the DWRf loan program. Therefore, please find attached a resolution to designate the City Administrator, Mr. John Zech, as the authorized project representative at the regular City Council meeting scheduled for Wednesday, September 7, 2016.

If you have any questions, please do not hesitate to call me at any time.

Very Truly Yours,

HENNESSEY ENGINEERS, INC


R. Ryan Kern, P.E.
Project Manager

cc: John Zech, City Administrator, City of Southgate ✓
John J. Hennessey, P.E., Vice-President, Hennessey Engineers, Inc.

File B.3

**A RESOLUTION DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE FOR THE
DRINKING WATER REVOLVING FUND (DWRF) WATER MAIN CURED-IN-PLACE PIPE LINING
PROGRAM**

At a regular meeting of the Southgate City Council called to order by _____ on September 7, 2016 at 7:00pm the following resolution was offered:

Moved by _____, Supported by _____

RESOLVED that the Southgate City Council hereby designated the City Administrator, a position currently held by Mr. John Zech, is designated as the authorized representative for all activities associated with the Drinking Water Revolving Fund (DWRF) loan program for improvements to the drinking water distribution system.

Yeas:

Nays:

Abstain:

Absent:

I, Janice Ferencz, 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 September 7, 2016.

BY:

Janice M. Ferencz, City Clerk

Date

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

Date: August 31, 2016

Re: Dangerous Buildings Board; Request for Public Hearings

Attached to this memorandum are requests from the Dangerous Buildings Board where in they are requesting that the City Council schedule public hearings for the properties located at 11699 Mulberry Ave. and 16832 Helen Ave. Included is a copy of the minutes from the meeting that was held on August 16, 2016. The Administration will present an outline of the violations to the City Council during the public hearings. Therefore, the Administration is respectfully requesting the City Council schedule two public hearings to take place at the Regular City Council meeting on October 5, 2016.



11699 Mulberry Ave

City of Southgate

DEPARTMENT OF BUILDING AND SAFETY ENGINEERING
14400 DIX-TOLEDO ROAD, SOUTHGATE MICHIGAN 48195

PHONE: (734) 258-3027

FAX: (734) 281-6670

www.southgatemi.org

August 19, 2016

The Honorable City Council
14400 Dix-Toledo
Southgate, MI 48195

Dear Council Members

The City of Southgate Building and Housing Code, Section 1460.09 (attached) states, "If an owner, agent or party in interest fails to appear at a hearing or neglects or refuses to comply with the order provided for in Section 1460.08, the Dangerous Buildings Board shall file a report of its findings and a copy of its order with Council and request that the necessary action be taken to demolish or otherwise make safe the building or structure."

The Dangerous Buildings Board is hereby submitting the following findings regarding the single family residence located at 11699 Mulberry and respectfully request that a Public Hearing be held.

At a meeting held on August 16, 2016, the following motion was approved (minutes attached).

Motion by Robert Hines supported by James Leininger that the Dangerous Buildings Board file a report of its findings with the City Council and request that the necessary action be taken to demolish or otherwise make safe the structure. The owner will be notified with a copy of the minutes of this meeting by Certified Mail. Motion carried.



The Honorable City Council
August 19, 2016
Page Two

The Dangerous Buildings Board respectfully requests the City Council to take the necessary action against the owner(s), of the single family residence located at 11699 Mulberry, in making this a safe structure.

Respectfully submitted

Robert Hines
Robert Hines
Dangerous Buildings Board

James Leminger
James Leminger
Dangerous Buildings Board

Donald Vaccarelli
Donald Vaccarelli
Dangerous Buildings Board

Pc: County of Wayne
Mayor
City Administrator ✓
Director of Public Safety
Fire Chief
Police Chief
Director Public Services
City Attorney

bmm

Attachments

DANGEROUS BUILDINGS BOARD

MINUTES

11699 MULBERRY

August 16, 2016

Present: Robert Hines, Dangerous Buildings Board, James Leininger, Dangerous Buildings Board, Donald Vaccarelli, Dangerous Buildings Board, Robert A Casanova, Building Inspections Director, John Zech, City Administrator, Raymond Snarski and Bernadette Moore, Secretary.

The meeting was called to order at 3:32 p.m. with the Dangerous Buildings Board secondly considering the residence located at 11699 Mulberry.

Roll call was taken: Robert Hines, James Leininger and Donald Vaccarelli present to constitute a quorum.

Robert Hines asked Robert Casanova if there has been any contact with the owner and if any improvements have been made to the property.

Robert Casanova stated that nothing has been done.

Motion by Robert Hines, supported by James Leininger that the Dangerous Buildings Board file a report of its findings with the City Council and request that the necessary action be taken to demolish or otherwise make safe the structure. The owner will be notified with a copy of the minutes of this meeting by Certified Mail. Motion carried.

Meeting adjourned at 3:50 p.m.

Respectfully submitted
Bernadette M. Moore



16832 Helen Ave

City of Southgate

DEPARTMENT OF BUILDING AND SAFETY ENGINEERING
14400 DIX-TOLEDO ROAD, SOUTHGATE MICHIGAN 48195

PHONE: (734) 258-3027

FAX: (734) 281-6670

www.southgatemi.org

August 19, 2016

The Honorable City Council
14400 Dix-Toledo
Southgate, MI 48195

Dear Council Members

The City of Southgate Building and Housing Code, Section 1460.09 (attached) states, "If an owner, agent or party in interest fails to appear at a hearing or neglects or refuses to comply with the order provided for in Section 1460.08, the Dangerous Buildings Board shall file a report of its findings and a copy of its order with Council and request that the necessary action be taken to demolish or otherwise make safe the building or structure."

The Dangerous Buildings Board is hereby submitting the following findings regarding the single family residence located at 16832 Helen and respectfully request that a Public Hearing be held.

At a meeting held on August 16, 2016, the following motion was approved (minutes attached).

Motion by Robert Hines supported by Donald Vaccarelli, that the Dangerous Buildings Board file a report of its findings with the City Council and request that the necessary action be taken to demolish or otherwise make safe the structure. The owner will be notified with a copy of the minutes of this meeting by Certified Mail. Motion carried.



The Honorable City Council
August 19, 2016
Page Two

The Dangerous Buildings Board respectfully requests the City Council to take the necessary action against the owner(s), of the single family residence located at 16832 Helen, in making this a safe structure.

Respectfully submitted

Robert Hines
Robert Hines
Dangerous Buildings Board

James Leminger
James Leminger
Dangerous Buildings Board

Donald Vaccarelli
Donald Vaccarelli
Dangerous Buildings Board

Pc: County of Wayne
Mayor
City Administrator ✓
Director of Public Safety
Fire Chief
Police Chief
Director Public Services
City Attorney

bmm

Attachments

DANGEROUS BUILDINGS BOARD

MINUTES

16832 HELEN

August 16, 2016

Present: Robert Hines, Dangerous Buildings Board, James Leininger, Dangerous Buildings Board, Donald Vaccarelli, Dangerous Buildings Board, Robert A Casanova, Building Inspections Director, John Zech, City Administrator, Raymond Snarski and Bernadette Moore, Secretary.

The meeting was called to order at 3:32 p.m. with the Dangerous Buildings Board considering the residence located at 16832 Helen.

Roll call was taken: Robert Hines, James Leininger and Donald Vaccarelli present to constitute a quorum.

Robert Hines asked Robert Casanova if there has been any contact with the owner and if any improvements have been made to the property.

Robert Casanova stated that nothing has been done.

Motion by Robert Hines, supported by Donald Vaccarelli that the Dangerous Buildings Board file a report of its findings with the City Council and request that the necessary action be taken to demolish or otherwise make safe the structure. The owner will be notified with a copy of the minutes of this meeting by Certified Mail. Motion carried.

Meeting adjourned at 3:50 p.m.

Respectfully submitted
Bernadette M. Moore

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

JJZ

Date: August 31, 2016

Re: Renewal of the AT&T Video Service Local Franchise Agreement

On April 4, 2007, the City Council unanimously approved a resolution that acknowledged that the Franchise Agreement submitted by AT&T to provide Cable Television Services was "complete". Attached please find a copy of a memo to the City Council from Levon G. King, the former City Administrator, dated March 12, 2007 and a copy of the City Council's 2007 Resolution regarding this matter.

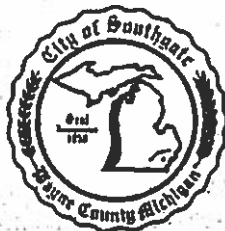
AT&T is now asking the City Council to renew the Video Service Local Franchise Agreement that was approved in April of 2007 for a 10 year period.

If the City Attorney confirms that the renewal agreement is in the proper form, the Administration recommends the City Council approve the resolution renewing the local franchise agreement.

NORMA J. WURLINGER
Mayor

THOMAS ALEXANDER
City Clerk

JAMES H. GRAY
Treasurer



City of Southgate

-City Council-

JOHN GRAZIANI
Council President
CAROL M. BATKO
CHRISTOPHER P. ROLLET
THERESA LANNEN
JANICE M. FERENCZ
PHILLIP J. RAUCH
MICHELLE R. DAVIS

MEMORANDUM

To: The Honorable Southgate City Council

From: Levon G. King, City Administrator

Date: March 12, 2007

Re: AT&T Franchise Agreement

Dear Friends:

Attached is a letter I received from AT&T, together with their proposed franchise agreement. The company invites us to fill in the blanks in the form with the franchise fees we believe are appropriate. Accordingly, I recommend that we ask for 5% as a franchise fee, and 2% for Public, Educational and Government (PEG) fees. These are the maximum fees we can charge under the new law.

If our city attorney confirms that the agreement they offer is the correct form as provided by law, administration recommends that you adopt a resolution authorizing the insertion of the fees referenced above, and authorizing the Mayor to sign on behalf of the City of Southgate.

LG.K.

Comm A
1

City of Southgate
County of Wayne, State of Michigan

No. 058-07

Resolution

At a Regular Meeting of the Southgate City Council called to order by Council President John Grazlani on April 4, 2007 at 8:00 P.M. the following resolution was offered:

Moved by Batko, supported by Rollet,

RESOLVED, that the City of Southgate hereby acknowledges that the Franchise Agreement submitted by A T & T to provide Cable Television Services is **"COMPLETE"** as required by the Act; the City agrees that five percent is an adequate figure for a franchise fee; and the City further directs its Cable Counsel to negotiate the Peg Percentage and negotiate as much as practical the following concerns as enunciated at this meeting:

- Placement of Cable Fixtures (away from the front yard) - Location of Cable Facilities
- Restoration of Premises
- Language on Page 5/Section G; re: Fees for System Installation and Maintenance Intended to be Credited Toward the Franchise
- Cost to Broadcast Council Meetings (currently no charge) as well as New Charges for Libraries and Schools

FURTHER, that a copy of this resolution be forwarded to Gail Torreano, President A T & T Michigan, 444 Michigan Avenue, Room 1700, Detroit, MI 48226.

Vote on motion: yeas - Batko, Davis, Ferencz, Grazlani, Lannen, Rauch, Rollet.
 nays - none.
 absent - none.

Motion carried unanimously

I, Thomas M. Alexander, City Clerk of Southgate, do hereby certify that the foregoing is a true, correct and complete copy of a resolution passed by the Southgate City Council at a regular meeting held on April 4, 2007.


City Clerk

cc: Exec, Atty, Administrator, A T & T, Finance, files.



Rec'd 8-31-16 ML

Jim Murray
President
AT&T Michigan
221 N. Washington Square
Lansing, MI 48833
Office: (517) 334-3400
Fax: (517) 334-3429

August 31, 2016

Via UPS Overnight Delivery

Janice M. Ferencz
Clerk of the City of Southgate
14400 Dix-Toledo Highway
Southgate, Michigan 48195

Re: Renewed Video Service Local Franchise Agreement for AT&T Michigan

Dear Ms. Ferencz:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, Michigan Bell Telephone Co. doing business as AT&T Michigan ("AT&T"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Renewed Agreement") by and between the City of Southgate, a Michigan municipal corporation (the "Franchising Entity") and AT&T (the "Provider"). The enclosed Renewed Agreement will have the effect of continuing in place the current terms and conditions in the Uniform Video Service Local Franchise Agreement between AT&T and City of Southgate dated May 2, 2007 ("Initial Agreement").

The enclosed filing includes the standard form agreement approved by and required for use by the Commission, and it has been completed in accordance with the Commission's Instructions issued in the Order. The Commission's Order and Instructions may be found at the following Commission web link: http://www.cis.state.mi.us/mpsc/orders/comm/2007/u-15169_01-30-2007.pdf In the Initial Agreement AT&T pays a video service provider fee of 5% and a PEG Fee of 0%. The same fees are included in the Renewed Agreement.

Attachment 1 to the Renewed Agreement contains Confidential Information. Pursuant to Section 11 of Act 480, Section "XIII. Confidentiality" of the Renewed Agreement, and page 1 of the Instructions for Uniform Video Service Agreement issued in the Order, AT&T has deemed the "Video Service Area Footprint" as Confidential Information. The Confidential Information for Attachment 1 has been set forth in Confidential Attachment A, and has been placed in a separate, sealed envelope and clearly identified by the label of the envelope as follows:

(AT&T Michigan "CONFIDENTIAL INFORMATION").

Pursuant to Section XIII of the Renewed Agreement, Section 11 of Act 480, and the Commission's Instructions, the City of Southgate as the Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such

page 35
JH

Ms. Janice M. Ferencz
August 31, 2016
Page 2

information from any response to a Freedom of Information Act ("FOIA") request made under MCL 15.231 to 15.246, and (c) make the information available only to and for use only by such local officials as are necessary to approve the Agreement or perform any other task for which the information is submitted.

The City of Southgate has 15 business days beginning on September 1, 2016 within which to notify AT&T if the Renewed Agreement is complete. If the City of Southgate does not notify AT&T regarding the completeness of the Renewed Agreement within this 15 business day period, pursuant to Section 3(3) of Act 480, the Renewed Agreement shall be deemed complete. Any notice by the City of Southgate regarding the completeness of the Renewed Agreement must comply with Section 3(2) of Act 480 and must be sent by facsimile to each of the representatives of AT&T identified in Section "XV. Notices" of the enclosed Renewed Agreement.

AT&T has a proud history and tradition of providing service in the City of Southgate and we look forward to continuing to provide video service.

If there are any questions concerning the enclosed filing, please contact Yvette Collins, Director, External Affairs at 313-496-8162.



Jim Murray
President
AT&T Michigan

Attachments

cc: Robert Jones, AT&T External Affairs Manager

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between the City of Southgate, a Michigan municipal corporation (the "Franchising Entity"), and Michigan Bell Telephone Company, a Michigan corporation doing business as AT&T Michigan.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under Section 3 of the Act (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to Section 2(3)(e) of the Act. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) of the Act must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to Section 6 of the Act.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under Section 3(3) of the Act, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
 - i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
 - i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by Section 9 of the Act.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to Section 3(3) of the Act, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under Section 3(7) of the Act.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. Gross revenues shall include all of the following:
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. Gross revenues do not include any of the following:
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under Section 6(1) of the Act for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act), 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the METRO Act. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the METRO Act.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under Section 6 of the Act, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under Section 6(1) of the Act, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the effective date of the Act or as provided under Section 4(14) of the Act.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

- particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.
- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
 - E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
 - F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
 - G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____ % of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to **Section 6(9) of the Act**.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under Section 9 of the Act, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under Section 14 of the Act, and the Franchising Entity and Provider may be subjected to the dispute process as described in Section 10 of the Act.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under Section 10 of the Act. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under Section 10(5) of the Act, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in Section 10(2) of the Act.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in Section 10(5) of the Act.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in Section 10(6) of the Act.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by Section 2(3)(l) in the Act.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

City of Southgate:

14400 Dix-Toledo Highway

Southgate, Michigan 48195

Attn: City Clerk

Fax No.: 734.246.1394

444 Michigan Avenue

Room 1670

Detroit, Michigan 48226

Attn: Yvette Collins, Director - External Affairs

Fax No.: 313.496.9332

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

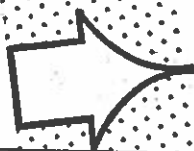
XVI. Miscellaneous

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement** are subject to all valid and enforceable provisions of the Act.
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity** are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Southgate, a Michigan Municipal Corporation

**SIGN
HERE**



Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

FRANCHISE AGREEMENT
(Franchising Entity is not a party)

Date submitted:

Date completed and approved:

Michigan Bell Telephone Company, a Michigan Corporation, doing business as AT&T Michigan

By

Print Name

Jim Murray

Title

President

Address

221 North Washington Square

City, State, Zip

Lansing, Michigan 49833

Phone

517.334.3400

Fax

517.334.3429

Email

m42325@att.com

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: August 31, 2016		
Applicant's Name: Michigan Bell Telephone Company d/b/a AT&T Michigan		
Address 1: 444 Michigan Avenue		
Address 2: Room 1670		
City: Detroit	State: Michigan	Phone: 313.496.8162
Federal I.D. No. (FEIN): 38-0823930		Zip: 48226

Company executive officers:

Name(s): Jim Murray
Title(s): President

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Yvette Collins or her designee(s)		
Title: Director - External Affairs		
Address: 444 Michigan Avenue, Room 1670, Detroit, Michigan 48226		
Phone: 313.496.8162	Fax: 313.496.9332	Email: m42325@att.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

Michigan Bell Telephone Company d/b/a AT&T Michigan
CONFIDENTIAL INFORMATION

SEE ATTACHED CONFIDENTIAL MAP LABELED AS ATTACHMENT A

The Video Service Area Footprint is set forth in a map, attached as Confidential Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of AT&T wire centers or exchanges serving the City of Southgate, and such boundaries are overlaid onto a map with the municipal boundaries of the City of Southgate.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]


[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

For All Applications:

Verification
(Provider)

I, Jim Murray, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Jim Murray, President	
Signature: 	Date: August 31, 2016

(Franchising Entity)

City of Southgate, a Michigan municipal corporation

By

**SIGN
HERE**



Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

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: The Honorable Members of the Southgate City Council

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

Date: September 1, 2016

Re: Request for Class C Liquor License; Market Center Park

The City has applied for a Class C Liquor License to be located at Market Center Park located at 13631 Eureka Road, Southgate, Michigan 48195. A Class C license would permit the sale of alcoholic beverages at this location. The State of Michigan has approved the license contingent upon local authorization. Section 53 of the City of Southgate City Charter states that liquor, amusement park, dance hall, bowling alley and pool room licenses require City Council approval.

I have attached a copy of the City's application for your review. In summary, Market Center Park will provide alcoholic beverages at a stationary bar. A site plan is included in your materials. Patrons will then be permitted to transport the beverage throughout the park.

The City has conducted its standard review and has encountered no objections to granting this request. On Wednesday September 7, 2016 Roger Roells from Crystal Gardens will be in attendance to address any questions you may have. The Administration is respectfully requesting the City Council adopt a resolution authorizing the issuance of a liquor license at 13631 Eureka Road, Southgate, Michigan 48195. Please do not hesitate to contact me with any questions.



Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
(regular or special) (township, city, village)

called to order by _____ on _____ at _____
the following resolution was offered: (date) (time)

Moved by _____ and supported by _____

that the application from _____
(name of applicant)

for the following license(s): _____
(list specific licenses requested)

to be located at: _____

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the
council/board at a _____ meeting held on _____ (township, city, village)
(regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059

DIRECTOR
OF PUBLIC SAFETY
THOMAS A. COOMBS

CHIEF
JEFFREY M. SMITH

ADMINISTRATION
(734) 258-3052

FAX: (734) 284-0540



City of Southgate

Police Department

14710 REAUME PARKWAY
CIVIC CENTER
SOUTHGATE, MICHIGAN 48195
(734) 258-3060

INVESTIGATIVE
BUREAU
(734) 258-3054

ORDINANCE
OFFICER
(734) 258-3036

FAX: (734) 246-1381

August 31, 2016

Southgate City Council
14400 Dix-Toledo
Southgate, MI 48195

Request ID# 852234

RE: New Class C License Issued Under MCL 436.1515(1), Non-Transferable; New Sunday Sales Permits (AM) & (PM); New Outdoor Service Area; New Dance-Entertainment Permit to be located at 13631 Eureka Rd, Southgate, MI 48195, Wayne County

Dear Ladies and Gentlemen:

Please be advised that an investigation has been conducted, and we have no objection to granting this request.

This proposed location meets all appropriate state and local building, plumbing, zoning, fire, sanitation, and health laws and ordinances.

Respectfully,

Signature

Rank

City of Southgate

14400 Dix-Toledo
Southgate, MI 48195
(734) 258-3010

Date: August 31, 2016

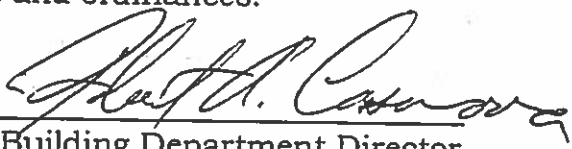
TO: Southgate Police Department

FROM: Southgate Building Department

RE: LIQUOR CONTROL COMMISSION APPLICATION
Request ID# 852234

RE: New Class C License Issued Under MCL 436.1515(1), Non-Transferable; New Sunday Sales Permits (AM) & (PM); New Outdoor Service Area; New Dance-Entertainment Permit to be located at 13631 Eureka Rd, Southgate, MI 48195, Wayne County

The above establishment currently complies with all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances.


Building Department Director

Return this completed form to the Southgate Police Department, Detective Bureau. Your application will **NOT** be processed unless all codes are complied with and this signed form is returned.

City of Southgate

14400 Dix-Toledo
Southgate, MI 48195
(734) 258-3010

Date: August 31, 2016

TO: Southgate Police Department

FROM: Southgate Fire Department

RE: LIQUOR CONTROL COMMISSION APPLICATION
Request ID# 852234

RE: New Class C License Issued Under MCL 436.1515(1), Non-Transferable; New Sunday Sales Permits (AM) & (PM); New Outdoor Service Area; New Dance-Entertainment Permit to be located at 13631 Eureka Rd, Southgate, MI 48195, Wayne County

The above establishment currently complies with all codes, ordinances, and standards enforced by the Southgate Fire Department.


Southgate Fire Chief/Fire Marshall

Return this completed form to the Southgate Police Department, Detective Bureau. Your application will **NOT** be processed unless all codes are complied with and this signed form is returned.

DIRECTOR
OF PUBLIC SAFETY
THOMAS A. COOMBS

CHIEF
JEFFREY M. SMITH

ADMINISTRATION
(734) 258-3052

FAX: (734) 284-0540



City of Southgate

Police Department

14710 REAUME PARKWAY
CIVIC CENTER
SOUTHGATE, MICHIGAN 48195
(734) 258-3060

INVESTIGATIVE
BUREAU
(734) 258-3054

ORDINANCE
OFFICER
(734) 258-3036

FAX: (734) 246-1381

August 31, 2016

Michigan Liquor Control Commission
7150 Harris Drive
PO Box 30005
Lansing, MI 48909-7505

REF ID#852234

RE: New Class C License Issued Under MCL 436.1515(1), Non-Transferable;
New Sunday Sales Permits (AM) & (PM); New Outdoor Service Area; New
Dance-Entertainment Permit to be located at 13631 Eureka Rd,
Southgate, MI 48195, Wayne County

Dear Ladies and Gentlemen:

Please be advised that an investigation has been conducted, and we have no
objection to granting this request.

This proposed location meets all appropriate state and local building, plumbing,
zoning, fire, sanitation, and health laws and ordinances.

Respectfully,

A handwritten signature in black ink, appearing to be "T. Coombs", written over a horizontal line.

Signature

A handwritten signature in black ink, appearing to be "D/LT", written over a horizontal line.

Rank



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Retail License & Permit Application

For more information on retail licenses and permits, please visit the Liquor Control Commission's frequently asked questions website [by clicking this link](#).

Before you begin filling out the attached application, please review this checklist for the forms and documents you will need to submit with your completed application form.

The attached LCC-100 form will automatically calculate fees when opened using Adobe Acrobat Reader. The form's functionality may not work with third-party PDF readers. You may download a free copy of Adobe Acrobat Reader on the Adobe website: <https://get.adobe.com/reader/>

- ☒ Completed Retail License & Permit Application (Form LCC-100, attached)
- ☐ Livescan Fingerprint Form* (attached)
- ☒ Inspection, License, and Permit Fees
- ☐ Local Government Authorization (Form LCC-106) - For a new on-premises license only
- ☐ Purchase agreement - For the transfer of ownership of a license

Are you transferring stock or membership interest? If yes, use the License Interest Transfer Application (LCC-101).

If applicant is a corporation also include (pursuant to R 436.1109):

- ☐ Report of Stockholders/Member/Partners (Form LCC-301)
- ☐ Copy of Articles of Incorporation filed with the Corporations Division of the Department of Licensing & Regulatory Affairs
- ☐ Current Certificate of Good Standing from the state where incorporated and Certificate of Authority to Do Business in Michigan, if incorporated outside of Michigan.
- ☐ Certified copy of the minutes of a meeting of its board of directors or a statement signed by an officer of the corporation naming the persons authorized by corporate resolution to sign the application and other documents required by the Commission or Part 3 of Form LCC-301.

If applicant is a limited liability company also include (pursuant to R 436.1110):

- ☐ Report of Stockholders/Member/Partners (Form LCC-301)
- ☐ Copy of Articles of Organization filed with the Corporations Division of the Department of Licensing & Regulatory Affairs
- ☐ Copy of the operating agreement or bylaws of the applicant company
- ☐ Current Certificate of Authority to Do Business in Michigan, if the LLC is a non-Michigan LLC.
- ☐ Statement signed by a manager of the limited liability company or by at least 1 member if management is reserved to the members naming the person authorized to sign the application and other documents required by the Commission or Part 3 of Form LCC-301.

If applicant is a limited partnership also include (pursuant to R 436.1111):

- ☐ Report of Stockholders/Member/Partners (Form LCC-301)
- ☐ Copy of the partnership agreement of the applicant limited partnership
- ☐ Each general partner of a partnership shall sign the application, bond, and other papers filed in connection with securing a new license or transferring an existing license. This requirement may be waived by the Commission upon showing of good cause, which must be submitted in writing.

*Fingerprints are required for applicants that have not been fingerprinted for MLCC licensure in the past and will hold 10% or more interest in a license or applicant entity.



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC Use Only)

Retail License & Permit Application

For information on retail licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website [by clicking this link](#).

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): City of Southgate

Address to be licensed: 13631 Eureka Road

City: Southgate

Zip Code: 48195

City/township/village where license will be issued: Southgate

County: Wayne

Federal Employer Identification Number (FEIN): 38-60334466

1. Are you requesting a new license?

☒ Yes ☐ No

2. Are you applying ONLY for a new permit or permission?

☐ Yes ☒ No

3. Are you buying an existing license?

☐ Yes ☒ No

4. Are you modifying the size of the licensed premises?

☐ Yes ☒ No

If Yes, specify: ☐ Adding Space ☐ Dropping Space ☐ Redefining Licensed Premises

5. Are you transferring the location of an existing license?

☐ Yes ☒ No

6. Is this license being transferred as the result of a default or court action?

☐ Yes ☒ No

7. Do you intend to use this license actively?

☒ Yes ☐ No

Leave Blank - MLCC Use Only

Part 2 - License Transfer Information (If Applicable)

If transferring ownership of a license ONLY and not transferring the location of a license, fill out only the name of the current licensee(s)

Current licensee(s): City of Southgate Parkside Gardens, South Winds Golf Course Club House

Current licensed address: 14700 Reaume Parkway

City: Southgate

Zip Code: 48195

City/township/village where license is issued: Southgate

County: Wayne

Part 3 - Licenses, Permits, and Permissions

Off Premises Licenses - Applicants for off premises licenses, permits, and permissions (e.g. convenience, grocery, specialty food stores, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

On Premises Licenses - Applicants for on premises licenses, permits, and permissions (e.g. restaurants, hotels, bars, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

Part 4 - Inspection, License, and Permit Fees - Make checks payable to State of Michigan

Inspection Fees - Pursuant to MCL 436.1529(4) a nonrefundable inspection fee of \$70.00 shall be paid to the Commission by an applicant or licensee at the time of filing of a request for a new license or permit, a request to transfer ownership or location of a license, a request to increase or decrease the size of the licensed premises, or a request to add a bar. Requests for a new permit in conjunction with a request for a new license or transfer of an existing license do not require an additional inspection fee.

License and Permit Fees - Pursuant to MCL 436.1525(1), license and permit fees shall be paid to the Commission for a request for a new license or permit or to transfer ownership or location of an existing license.

Inspection Fees: \$70.00

License & Permit Fees: \$850.00

TOTAL FEES: \$920.00

Schedule A - Licenses, Permits, & Permissions

Applicant name: City of Southgate

Off Premises License Type:

New Transfer

- | | | |
|--|-------------------------|------------------------------|
| <input type="checkbox"/> <input type="checkbox"/> SDM License | Base Fee: | Fee Code
MLCC Use
Only |
| | \$100.00 | |
| <input type="checkbox"/> <input type="checkbox"/> SDD License | | |
| | \$150.00 | |
| <input type="checkbox"/> <input type="checkbox"/> Resort SDD License | Upon Licensure/\$150.00 | |

Off Premises Permits:

- | | |
|--|-----------|
| <input type="checkbox"/> Sunday Sales Permit (AM)* | Base Fee: |
| | \$160.00 |
| <input type="checkbox"/> Sunday Sales Permit (PM)**
(Held with SDD License) | \$22.50 |
| <input type="checkbox"/> Catering Permit | \$100.00 |
| <input type="checkbox"/> Beer and Wine Tasting Permit | No charge |
| <input type="checkbox"/> Living Quarters Permit | No charge |

On/Off Premises Permission Type:

- | | |
|---|-----------|
| <input type="checkbox"/> Off-Premises Storage | Base Fee: |
| | No charge |
| <input type="checkbox"/> Direct Connection(s) | No charge |
| <input type="checkbox"/> Motor Vehicle Fuel Pumps | No charge |

*Sunday Sales Permit (AM) allows the sale of liquor, beer, and wine on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government.

**Sunday Sales Permit (PM) allows the sale of liquor on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of liquor. Additional bar fees and B-Hotel room fees are also calculated as part of the permit fee.

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

Inspection, License, Permit, & Permission Fee Calculation

Number of Licenses: 1 x \$70.00 Inspection Fee

Total Inspection Fee(s): Fee Code: 4036 \$70.00

Total License Fee(s): \$600.00

Total Permit Fee(s): \$250.00

TOTAL FEES DUE: \$920.00

Please note that requests to transfer SDD licenses will require the payment of additional fees based on the seller's previous calendar year's sales. These fees will be determined prior to issuance of the license to the applicant.

Make checks payable to State of Michigan

On Premises License Type:

New Transfer

- | | | |
|---|----------------|------------------------------|
| <input type="checkbox"/> <input type="checkbox"/> B-Hotel License | Base Fee: | Fee Code
MLCC Use
Only |
| | \$600.00 | |
| Number of guest rooms: _____ | | |
| <input type="checkbox"/> <input type="checkbox"/> A-Hotel License | | |
| | \$250.00 | |
| Number of guest rooms: _____ | | |
| <input checked="" type="checkbox"/> <input type="checkbox"/> Class C License | \$600.00 | 4012 |
| <input type="checkbox"/> <input type="checkbox"/> Tavern License | \$250.00 | |
| <input type="checkbox"/> <input type="checkbox"/> Resort License | Upon Licensure | |
| <input type="checkbox"/> <input type="checkbox"/> Redevelopment License | Upon Licensure | |
| <input type="checkbox"/> <input type="checkbox"/> Brewpub License | \$100.00 | |
| <input type="checkbox"/> <input type="checkbox"/> G-1 License | \$1,000.00 | |
| <input type="checkbox"/> <input type="checkbox"/> G-2 License | \$500.00 | |
| <input type="checkbox"/> <input type="checkbox"/> Aircraft License | \$600.00 | |
| <input type="checkbox"/> <input type="checkbox"/> Watercraft License | \$100.00 | |
| <input type="checkbox"/> <input type="checkbox"/> Train License | \$100.00 | |
| <input type="checkbox"/> <input type="checkbox"/> Continuing Care Retirement Center License | \$600.00 | |

B-Hotel or Class C Licenses Only:

- ☐ ☐ Additional Bar(s)
- Number of Additional Bars: 1

B-Hotel or Class C licenses allow licensees to have one (1) bar within the licensed premises. A \$350.00 licensing fee is required for each additional bar over the one (1) bar that comes with the license.

On Premises Permits:

- | | | |
|--|-----------------------|------|
| <input checked="" type="checkbox"/> Sunday Sales Permit (AM)* | Base Fee: | |
| | \$160.00 | 4033 |
| <input checked="" type="checkbox"/> Sunday Sales Permit (PM)** | \$90.00 | 4032 |
| <input type="checkbox"/> Catering Permit | \$100.00 | |
| <input type="checkbox"/> Banquet Facility Permit | Complete Form LCC-200 | |

A Banquet Facility Permit is an extension of the license at a different location. It may have its own permits and permissions. It is not a banquet room on the licensed premises.

- | | |
|---|-----------|
| <input checked="" type="checkbox"/> Outdoor Service | No charge |
| <input checked="" type="checkbox"/> Dance Permit | No charge |
| <input checked="" type="checkbox"/> Entertainment Permit | No charge |
| <input type="checkbox"/> Extended Hours Permit: | No charge |
| <input type="radio"/> Dance <input type="radio"/> Entertainment Days/Hours: _____ | |
| <input type="checkbox"/> Specific Purpose Permit: | No charge |

Activity requested: _____

Days/Hours requested: _____

- | | |
|--|-----------|
| <input type="checkbox"/> Living Quarters Permit | No charge |
| <input type="checkbox"/> Topless Activity Permit | No charge |

Part 6 - Contact Information

Provide information on the contact person for this application. Please note that corporations and limited liability companies must provide documentation (e.g. meeting minutes, corporate resolution) authorizing anyone other than the applicant or an attorney of record to be the contact person. If an authorization is not provided, your contact person will not be acknowledged if they are anyone other than the applicant or attorney.

What is your preferred method of contact?		<input type="radio"/> Phone	<input checked="" type="radio"/> Mail	<input type="radio"/> Email	<input type="radio"/> Fax
What is your preferred method for receiving a Commission Order?		<input checked="" type="radio"/> Mail	<input type="radio"/> Email	<input type="radio"/> Fax	
Contact name: Bryce Kelley	Relationship:				
Mailing address: 14400 Dix Toledo Road					
Phone: 734-258-3021	Fax number: 734-246-1414	Email: bkelley@cl.southgate.mi.us			

Part 7 - Attorney Information (If You Have An Attorney Representing You For This Application)

Attorney name: n/a		Member Number: P-
Attorney address:		
Phone:	Fax number:	Email:
Would you prefer that we contact your attorney for all licensing matters related to this application?		
<input type="radio"/> Yes <input type="radio"/> No		
Would you prefer any notices or closing packages be sent directly to your attorney?		
<input type="radio"/> Yes <input type="radio"/> No		

Part 8 - Signature of Applicant

Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.

Notice: When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Bryce Kelley [Signature] 8 July 2016
Print Name of Applicant & Title Signature of Applicant Date

Please return this completed form along with corresponding documents and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-373-4202

HP Officejet Pro 8620 Series

Fax Log for
Crystal Gardens
734-285-7632
Jul 11 2016 2:02PM

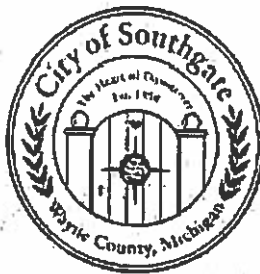
Last Transaction

Date	Time	Type	Station ID	Duration	Pages	Result
Jul 11	1:59PM	Fax Sent	15173734202	Digital Fax		
				3:00 N/A	6	OK

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

August 31, 2016

To The Honorable
Southgate City Council
Southgate, Michigan 48195

Re: Appointments to Boards/Commissions

Ladies and Gentlemen:

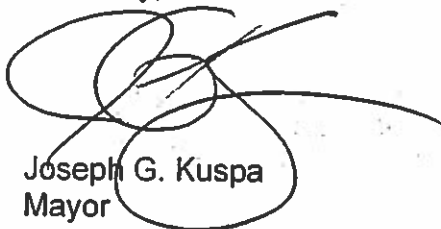
Please be advised I have made the following appointment:

Board of Zoning Appeals – for a term expiring December 2018:

Thomas Coombs 16335 McCann

Your concurrence on these appointments is greatly appreciated.

Sincerely,



Joseph G. Kuspa
Mayor

Cc: City Clerk

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate

NORMA J. WURLINGER
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CHRISTOPHER E. ROLLET

August 24, 2016

To The Honorable
Southgate City Council
Southgate, Michigan 48195

Re: Appointments to Boards/Commissions

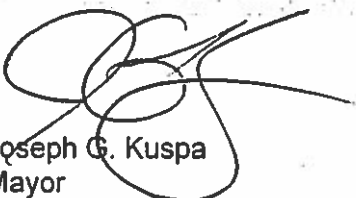
Ladies and Gentlemen:

Please be advised I have made the following appointments:

Parks & Recreation— for a term expiring April 2018:

Carol Gordos	12539 Fordline
Cheryl Tank	15435 Cameron
Joseph Bennett	16714 McCann
Melissa Holzhuetter	13761 Windemere
Lenny Dombrowsky	15558 Applewood
Rob Proudlock	16736 Aspen Way
Roy Birmingham	17105 Timothy
Dave Pinkowski	15475 Leroy
Darlene Pomponio	12324 Bedford

Sincerely,


Joseph G. Kuspa
Mayor

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate
NORMA J. WURLINGER
MUNICIPAL BUILDING

- CITY COUNCIL -

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August 24, 2016

To The Honorable
Southgate City Council
Southgate, Michigan 48195

Re: Appointments to Boards/Commissions

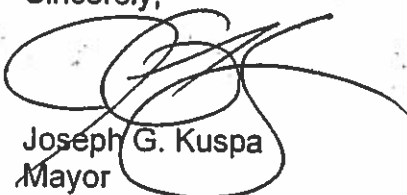
Ladies and Gentlemen:

Please be advised I have made the following appointments:

Public Safety Commission – for a term expiring April 2018:

Paul	Knott	12940 Devoe
Robert	Hines	12055 Fordline
Norman	Loveday	15265 Pheasant Run
Jim	Austin	14966 Irene
Theresa	Grzechowski	16213 Helen
David	Smith	13301 Mark
Paul	Kolokowski	13214 Catalpa

Sincerely,


Joseph G. Kuspa
Mayor

JGK/law

page 63

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate
NORMA J. WURMLINGER
MUNICIPAL BUILDING

- CITY COUNCIL -

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CHRISTOPHER P. ROLLET

August 24, 2016

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 appointments:

Water Board— for a term expiring April 2018:

Jerry	Dusick	17305 Cedarlawn
Dan	Brooks	14450 Stoutwood Ct
Brian	Wolff	12328 Manor
Jim	Vince	13116 Argyle
Robert	Tank	15435 Cameron

Sincerely,


Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer



City of Southgate

NORMA J. WURMLINGER
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August 31, 2016

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Re: Appointments to Boards/Commissions

Ladies and Gentlemen:

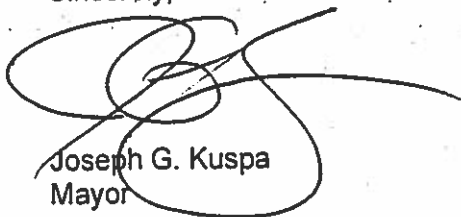
Please be advised I have made the following appointments:

Cultural Arts & Special Events Commission— for a term expiring December 2017:

Huey Craig 12761 Agnes

This appointment fills the vacancy created by the resignation of Melissa Holzhueeter.

Sincerely,



Joseph G. Kuspa
Mayor