Southgate City Council Agenda

Council Chambers

14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday August 5, 2026

6:30pm Work Study Session

1. Officials Reports
2. Discussion of Agenda Items

7:00 pm Regular Meeting

Pledge of Allegiance

Roll Call: Ayres-Reiss, Gawlik, George, Graziani, Kuspa, Price, Rauch

Minutes:
1. Work Study Meeting Minutes dated July 15, 2026
2. Regular City Council Meeting Minutes dated July 15, 2026
3. Public Hearing Meeting Minutes dated July 15, 2026

Scheduled Persons in the Audience:
1. Chris Sizemore; Obtaining vacant lot adjacent to property

Consideration of Bids:
1. Letter from Mayor; Re: Carpentry Repairs and Construction — Page 7

Scheduled Hearings:

Communications "A"
1. Memo from Administrator; Re: Purchase of Tax Foreclosed Property in Southgate — Page 15
2. Memo from Administrator; Re: Southgate Non-Motorized Connection Plan Development — Page 23
3. Memo from Administrator; Re: Carlisle Wortman Associates Consolidated Agreement — Page 51
4. Letter from Mayor; Re: Ice Arena B Tube Heater Replacement **(Waiver of Bid)** — Page 61
5. Letter from Mayor; Re: Ice Arena Boiler Bracket Assemblies Replacement **(Waiver of Bid)** — Page 66
6. Letter from Mayor; Re: Ice Arena Hot Water Heater Replacement **(Waiver of Bid)** — Page 71
7. Letter from Mayor; Re: Garage In-Ground Vehicle Hoist Repair **(Waiver of Bid)** — Page 76

Communications "B" – (Receive and File):

Ordinances:
1. Memo from Administrator; Re: First Reading of Rezoning of 15468 Northline — Page 81

Old Business:
New Business:
Unscheduled Persons in the Audience:

Claims & Accounts: **Warrant #1550 $3,245,394.07**

Adjournment:

Janice M. Ferencz

Janice M. Ferencz, City Clerk

City Council

Work Study Session

July 15, 2026

An Informal Meeting of the Council of the City of Southgate was held on July 1, 2026 at 6:30 P.M. and called to order by Council President Zoey Kuspa.

Present: Priscilla Ayres-Reiss, Edward Gawlik, Jr., Karen George, Christian Graziani, Zoey Kuspa, Adriene Price, Phil Rauch

Absent:

Also Present: Mayor Joseph G. Kuspa, City Attorney Edward Zelenak, City Administrator Daniel Marsh, City Treasurer Chris Rollet, City Engineer John Hennessey, Police Chief Mark Mydlarz, Police Deputy Chief Brent Newsted, Fire Chief Justin Graves, DPS Director Phil Ferro, Building Director Tim Leach

Discussed the following agenda items:

- Public Hearing for Community Development Block Grant-Disaster Recovery (CDBG-DR) Grant Close-Out
- Quote for DPS Building HVAC Unit-Waiver of Bid

This meeting ended at 6:40 p.m.

City of Southgate
Regular City Council Meeting
July 15, 2026

A Regular Meeting of the Council of the City of Southgate was held on Wednesday, July 15, 2026 in the Southgate City Hall Council Chambers and was called to order at 7:00 PM by Council President Zoey Kuspa.

This meeting began with the Pledge of Allegiance.

Present: Priscilla Ayres-Reiss, Edward Gawlik, Jr., Karen George, Christian Graziani, Zoey Kuspa, Adriene Price, Phil Rauch
Absent:

Also Present: Mayor Joseph G. Kuspa, City Attorney Edward Zelenak, City Administrator Daniel Marsh, City Treasurer Chris Rollet, City Engineer John Hennessey, Police Chief Mark Mydlarz, Police Deputy Chief Brent Newsted, Fire Chief Justin Graves, DPS Director Phil Ferro, Building Director Tim Leach

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Moved by Gawlik, supported by Ayres-Reiss, RESOLVED THAT the Southgate City Council amend the agenda to add Item #1 to Communications "A": Memo from Assistant City Administrator/Finance Director; Re: Recommendation for Approval of Quote for District Court HVAC Unit-Waiver of Bid. Motion carried unanimously.

Minutes:

Moved by George, supported Ayres-Reiss, RESOLVED, that the minutes of the City Council Work Study Session dated July 1, 2026 be approved as presented. Motion carried unanimously.

Moved by Rauch, supported by Price, RESOLVED, that the minutes of the Regular City Council Meeting dated July 1, 2026 be approved as presented. Motion carried unanimously.

Moved by Ayres-Reiss, supported by George, RESOLVED, that the minutes of the Public Hearing re: Former Aquinas High School Redevelopment Brownfield Plan dated July 1, 2026 be approved as presented. Motion carried unanimously.

Scheduled Hearings:

1. Public Hearing – Community Development Block Grant-Disaster Recovery (CDBG-DR) Grant Close-Out moved by George, supported by Rauch, RESOLVED that the Southgate City Council hereby enters into a public hearing at 7:02 p.m. in order to close out the Community Development Block Grant-Disaster Recovery (CDBG-DR) Grant. Motion carried unanimously.

   No further questions or comments from Council or audience.

   Moved by George, supported by Ayres-Reiss, RESOLVED that the Southgate City Council adjourn the public hearing at 7:03 p.m.

   Motion carried unanimously.

Communications "A":

1. Memo from Assistant City Administrator/Finance Director; Re: Recommendation for Approval of Quote for DPS Building HVAC Unit-Waiver of Bid moved by Ayres-Reiss, supported by George, THAT the Southgate City Council waive the city bid process and approve the quote from Flo-Aire Heating & Cooling (Southgate, MI) to replace the HVAC unit at the DPS Building in the amount of $8,975.00. Motion carried unanimously.

Claims and Accounts:

Moved by Rauch, supported by George, RESOLVED, that Claims and Accounts be paid as outlined on Warrant #1549 for $3,352,158.76. Motion carried unanimously.

Adjournment:

Moved by Ayres-Reiss, supported by Gawlik, RESOLVED THAT this Regular Meeting of the Southgate City Council be adjourned at 7:06 P.M. Motion carried unanimously.

Zoey Kuspa
Council President

Janice M. Ferencz
City Clerk

City of Southgate
PUBLIC HEARING
July 15, 2026

REGARDING: Community Development Block Grant-Disaster Recovery (CDBG-DR) Grant Close-Out

A Public Hearing of the Council of the City of Southgate was held on Wednesday, July 15, 2026 and was called to order at 7:02 P.M. by Council President Zoey Kuspa.

Present: Priscilla Ayres-Reiss, Edward Gawlik Jr., Karen George, Christian Graziani, Zoey Kuspa, Adriene Price, Phil Rauch

Absent:

Also Present: Mayor Joseph G. Kuspa, City Attorney Ed Zelenak, City Administrator Dan Marsh, City Treasurer Chris Rollet, City Engineer John Hennessey, Police Chief Mark Mydlarz, Deputy Chief Brent Newsted, Fire Chief Justin Graves, Building Director Tim Leach

The purpose of this public hearing, duly advertised, is to close out the Community Development Block Grant-Disaster Recovery (CDBG-DR) Grant.

Moved by George, supported by Rauch, RESOLVED, that Council open the public hearing at 7:02 p.m.

No further questions or comments from Council or audience.

Moved by George, supported by Ayres-Reiss, RESOLVED that the Southgate City Council adjourn the public hearing at 7:03 p.m.

Motion carried unanimously.

Zoey Kuspa
Council President

Janice M. Ferencz
City Clerk

Request to Speak at Council Meeting

TODAY'S DATE: 7-29-26

YOUR NAME: CHRIS SIZEMORE
PLEASE PRINT

ADDRESS: 13729 Pearl
SOUTHGATE, MI

PHONE #: 734 373-4910

DATE OF MEETING YOU WISH TO SPEAK AT:
8-5-26

SUBJECT YOU WISH TO ADDRESS:
Buying VACANT LOT adjacent
My Property

*Attach additional information if desired.

SIGNATURE: Chris Sizemore

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer

- CITY COUNCIL -

ZOEY KUSPA
Council President
CHRISTIAN GRAZIANI
KAREN E. GEORGE
PRISCILLA AYRES-REISS
PHILLIP J. RAUCH
ADRIENE PRICE
ED GAWLIK JR.

City of Southgate

July 31, 2026

To the Honorable
City Council
Southgate, Michigan 48195

Re: Bid recommendation for Carpentry Repairs and Construction Services

Ladies and Gentlemen:

Bids for Carpentry Repairs and Construction Services were received and reviewed by the administration. It is recommended by DPS Director and I concur to award this bid with Restoration Legacy Group, Ann Arbor, Michigan, being the primary contractor at the following rates:

Restoration Legacy Group (Primary):

Journeyman	$52.50 / hour (Mon-Fri)	$60.00 / Hour (Weekends/Holidays)
Laborer	$48.00 / hour (Mon-Fri)	$55.00 / Hour (Weekends/Holidays)

The Albert M Higley Co. (Alternate):

Journeyman	$97.85 / hour (Mon-Fri)	$159.62 / Hour (Weekends/Holidays)
Laborer	$75.62 / hour (Mon-Fri)	$97.84 / Hour (Weekends/Holidays)

Allied (Alternate):

Journeyman	$88.00 / hour (Mon-Fri)	$132.00 / Hour (Weekends) $176.00 / Hour (Holidays)
Laborer	$82.00 / hour (Mon-Fri)	$123.00 / Hour (Weekends) $164.00 / Hour (Holidays)

Adequate funds are budgeted in various department accounts for this agreement.

Your favorable consideration of this matter is greatly appreciated.

Sincerely,

Joseph G. Kuspa
Mayor

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

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer

City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President
CHRISTIAN GRAZIANI
KAREN E. GEORGE
PRISCILLA AYRES-REISS
PHILLIP J. RAUCH
ADRIENE PRICE
ED GAWLIK JR.

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Douglas Drysdale, Assistant City Administrator / Finance Director DWD

DATE: July 31, 2026

RE: Recommendation to Award Bids for Carpentry Services – Construction and Repairs

I have reviewed the bid proposals with the DPS Director and concur with his recommendation to award the bid for carpentry services (construction and repairs) to all bidders, and designate Restoration Legacy Group LLC (Ann Arbor MI) as the primary contractor, at the following rates:

Restoration Legacy Group (Primary):

Journeyman	$52.50 / hour (Mon-Fri)	$60.00 / hour (Weekends/Holidays)
Laborer	$48.00 / hour (Mon-Fri)	$55.00 / hour (Weekends/Holidays)

The Albert M Higley Co (Alternate):

Journeyman	$97.85 / hour (Mon-Fri)	$159.62 / hour (Weekends/Holidays)
Laborer	$75.62 / hour (Mon-Fri)	$97.84 / hour (Weekends/Holidays)

Allied Building Service Company of Detroit LLC (Alternate):

		$132.00 / hour (Weekends)
Journeyman	$88.00 / hour (Mon-Fri)	$176.00 / hour (Holidays)
		$123.00 / hour (Weekends)
Laborer	$82.00 / hour (Mon-Fri)	$164.00 / hour (Holidays)

Adequate funds are budgeted in various departments for this agreement.

Proposed Motion
Award bid for a two-year period expiring August 31, 2028 to Restoration Legacy Group LLC as the primary contractor for carpentry services at the rates per their bid proposal, and award bids to The Albert M Higley Co and Allied Building Service Company of Detroit LLC as the alternate contractors at the rates per their bid proposals.

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From the Desk of:
Phil Ferrro
Director, D.P.S.
July 31, 2026

To: Dan Marsh,
City Administrator

Doug Drysdale,
Finance Director

Re: Bid Recommendation for Carpentry (Construction and Repairs)

I have reviewed the bids submitted for Carpentry (construction and repairs) and find the primary choice Restoration Legacy Group LLC and the alternate choices The Albert M Higley Co and Allied Building Service Company of Detroit LLC for the City for Carpentry (construction and repairs):

They are the lowest bidders meeting all specifications.

Restoration Legacy Group LLC
1355 Ardmoor Ave
Ann Arbor, MI 48103
Phone: 734-800-6359
Email: gabe.arreola@restoration1.com

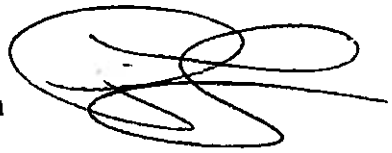
The Albert M Higley Co.
1274 Library St, Suite 400
Detroit, MI 48226
Phone: 313-402-7349
Email: ryan.doyle@higleybuilds.com

Allied Building Service Company of Detroit LLC
1801 Howard St.
Detroit, MI 48216
Phone: 248-706-8347
Email: ttraycik@teamallied.com

Therefore, I recommend that (for a period of two years) the primary bid be awarded to Restoration Legacy Group LLC and the alternate bids be awarded to The Albert M Higley Co. and Allied Building Service Company of Detroit LLC.

If you have any questions, please contact me.

PF/em



Bid Tabulation Enclosed

(S/Bids-A Bid Recommendation: Carpentry (Construction and Repair))

City of Southgate
14719 Schafer Court
Southgate, MI 48195
(734) 258-3079

Department of Public Services
Bid Tabulation – Carpentry (Construction & Repairs)
Due & Opened: July 30, 2026

Company	Monday – Friday 8:00 a.m. – 5:00 p.m.		Weekends/Holidays or after 5:00 p.m.	
	Journeyman	Laborer	Journeyman	Laborer
Restoration Legacy Group LLC	**$52.50** per hour	**$48.00** per hour	**$60.00** per hour	**$55.00** per hour
The Albert M Higley Co	**$97.85** per hour	**$75.62** per hour	**$159.62** per hour	**$97.84** per hour
Allied Building Service Company of Detroit LLC	**$88.00** per hour	**$82.00** per hour	**$132.00/$176.00** per hour	**$123.00/$164.00** per hour

em

Proposal – Carpentry (Construction and Repairs) at the following rates:		
	Journeyman	Laborer
Monday – Friday 8:00 a.m. – 5:00 p.m. Labor Charge - per hour	$ $52.50	$ 48.00
	Journeyman	Laborer
Weekends / Holidays Or After 5:00 p.m. Labor Charge - per hour	$ 60.00	$ 55.00

Name of Company	Restoration Legacy Group LLC dba Restoration 1 of Clawson
Address	1355 Ardmoor Ave
City / State / Zip code	Ann Arbor, MI 48103
Telephone (with Area Code)	734-800-6359
Fax # (with Area Code)	
E-mail Address	gabe.arreola@restoration1.com
Authorized Representative	Juan G Arreola (Type or Print)
Signature & Title	Juan G Arreola Partner (Authorized Representative)
Date	7/29/2026

Proposal – Carpentry (Construction and Repairs) at the following rates:				
		Journeyman		Laborer
Monday – Friday 8:00 a.m. – 5:00 p.m. Labor Charge - per hour	$	97.85	$	75.62
		Journeyman		Laborer
Weekends / Holidays Or After 5:00 p.m. Labor Charge - per hour	$	159.62	$	97.84

Name of Company	The Albert M Higley Co., LLC (Higley Construction)
Address	1274 Library St, Suite 400
City / State / Zip code	Detroit, MI 48226
Telephone (with Area Code)	313-402-7349
Fax # (with Area Code)	
E-mail Address	Ryan.doyle@higleybuilds.com
Authorized Representative	Ryan Doyle (Type or Print)
Signature & Title	Regional VICE PRESIDENT, MICHIGAN (Authorized Representative)
Date	7/30/2026

Proposal – Carpentry (Construction and Repairs) at the following rates:				
Monday – Friday 8:00 a.m. – 5:00 p.m. Labor Charge - per hour		Journeyman $ $88.00hr		Laborer $ $82.00hr
Weekends / Holidays Or After 5:00 p.m. Labor Charge - per hour		Journeyman $ $132.00hr Weekends and after 5pm $176.00hr Holidays		Laborer $ $123.00hr Weekends and After 5pm $164.00hr Holidays

Name of Company	Allied Building Service Company of Detroit LLC
Address	1801 Howard St
City / State / Zip code	Detroit, MI 48216
Telephone (with Area Code)	248-706-8347
Fax # (with Area Code)	
E-mail Address	ttrayclk@teamallied.com
Authorized Representative	Taryn Detrick (Type or Print)
Signature & Title	Taryn Detrick (Authorized Representative) Director of Customer Service
Date	7/29/2026

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer

- CITY COUNCIL -

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Council President
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PHILLIP J. RAUCH
ADRIENE PRICE
ED GAWLIK JR.

City of Southgate

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator

Date: July 30, 2026

Re: Purchase of Tax Foreclosed Property in Southgate

Attached please find a copy of a letter from Eric Sabree, Wayne County Treasurer, regarding the available 2026 Right of Refusal Tax Foreclosed parcels. After review of the list, the Administration recommends acquiring the following vacant parcel:

53-009-03-0479-000 13729 Pearl-Vacant Southgate $1,699.22

Although vacant, the parcel is currently fenced in as part of 13729 Pearl. The attached notice to the resident was hand delivered to 13729 Pearl on Tuesday, July 28, 2026.

Following acquisition, the City will have the property surveyed and install a property line fence if needed. The Administration prefers to sell the parcel to the adjacent property owner, but the parcel may also be marketed as a buildable single-family residential lot.

If you have any questions, please contact me

Recommended Motion: *To approve the purchase of tax-foreclosed parcel# 53-009-03-0479-000, 13729 Pearl-Vacant Southgate, at the Minimum Bid Price of $1,699.22 from Wayne County.*

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ERIC R. SABREE
WAYNE COUNTY TREASURER

JEAN-VIERRE ADAMS
Chief Deputy Treasurer

July 7, 2026

City of Southgate Assessor
Attn: Esther Graves
14400 Dix Toledo
Southgate MI 48195

VIA E MAIL

RE: Right of Refusal to Purchase Tax Foreclosed Property in Wayne County

Dear Mr. Esther:

Enclosed for your consideration is a list of the properties within your community that were foreclosed upon by the Wayne County Treasurer (the "List"), as the foreclosing governmental unit, pursuant to Mich. Public Act 123 of 1999, MCL 211.78 et. seq. as amended (the "Act"), due to unpaid 2023 and/or prior year's delinquent taxes.

Pursuant to MCL 211.78m(1), a city, village, township, or city authority may purchase foreclosed property located within its community for the minimum bid if the State of Michigan fails to exercise its right of first refusal and no claimant has filed a claim for foreclosure sales proceeds under Section 78(t) of the Act. However, if a claim for foreclosure sales proceeds has been filed under Section 78(t) of the Act, your community may purchase any of those foreclosed properties for the greater of the minimum bid **or** the fair market value of the property ("FMV").

Preliminary minimum bids have been established and include all delinquent taxes, fees, penalties, interest, any costs to date associated with preparing this property for auction and administering the sale; further costs and fees may be added before the auction. The FMV of the foreclosed properties will initially be calculated as the product of 2 times the assessed State Equalized Value (consistent with the definition of true cash value under MCL 211.27).

Due to the high volume of claims received by the WCTO leading up to this year's deadline, the enclosed List reflects only those preliminary minimum bid amounts and, for properties with claims that have been received and verified, the applicable FMV.

The final offer price for each property remains subject to our confirmation of all claims received by the July 1st deadline. Accordingly, an Updated List of properties that have claims

for foreclosure sales proceeds will be sent out on or before July 14, 2026. Only those properties for which a claim has been received as noted on the List with an asterisk, will be offered at the greater of the minimum bid or FMV. All remaining properties are offered at the minimum bid amount.

Your request to purchase foreclosed property within your community must be received no later than **July 21, 2026**. All requests must be in writing and identify each property to be purchased by its property identification number along with a copy of the resolution authorizing the purchase of such properties.

Your request must be mailed, via certified mail to the Wayne County Treasurer, Land Management Division, Attention: Sharai Drew, 400 Monroe – Suite 520, Detroit, MI 48226, **or emailed to: sdrew@waynecountymi.gov**. Receipt of the request will be confirmed in writing or via e mail. Payments must be received by **August 4, 2026**. If timely payment is not received, the selected property will be offered for sale at a public auction.

If there are any foreclosed parcels on the List that are currently blighted or in need of demolition, please notify us via email at sdrew@waynecountymi.gov so that we can identify those properties on our auction website A major goal of the tax foreclosure process is to strengthen our community by eliminating blight and other dangerous structures and I believe that my office can best accomplish this goal through a partnership with the local units throughout the county.

If you are aware of any contiguous properties that should be bundled together in the upcoming auction, or any special circumstances that should be addressed with any properties, please let us know by July 28, 2026.

The Wayne County Treasurer reserves the right to remove any property from the List, and to cancel any sale, at any time, for any reason, prior to the issuance of a deed. In the event that the State exercises its right of first refusal to purchase a property selected by your community, or if the Treasurer either removes a selected property from the List or cancels the sale of a selected property, the payment received from your community for the subject property will be refunded.

You are advised to compare the parcel identification numbers on the List with your current tax rolls **to determine if any parcel has been combined, split, or assigned a new parcel identification number** subsequent to the information being received by our office for the tax years in question. In the event you are unable to reconcile a parcel identification number provided in the List with your current tax rolls, or if any of the parcels on the list are in a Neighborhood Enterprise Zone (NEZ) and both parcel numbers are not on the list or if you are aware of any parcels on the list that may be assessed across two communities, you must immediately advise the Wayne County Treasurer via email or in writing of the current or corrected identification number, the status of the property, and the name and address of persons shown on your current tax rolls as possessing an interest in the subject property.

If you have questions or need additional information, please contact Sharai Drew at (313) 224-5986.

Sincerely,

ERIC R. SABREE
Wayne County Treasurer

Sharai D. Drew
Taxpayer Services/Auction

sdrew@waynecountymi.gov
www.treasurer.waynecounty.com

Attachment

Sale No.		Description	FMV	Min Bid Price
Y 1401	53-001-06-0462-000	12978 ROSEDALE SOUTHGATE	$270,400.00	$53,988.84
19F462 19F463 LOTS 462 AND 463 FORDVILLE SUB T3S R11E L46 P13 WCR				
Y 1402	53-002-01-0075-000	0 DEVOE SOUTHGATE	$29,000.00	$3,786.53
23A75 LOT 75 SCHLANGER'S LITTLE FARMS T3S R10E L66 P23 WCR				
Y 1403	* 53-005-99-0001-708	* VACANT NORTHLINE SOUTHGATE	$80,000.00	$20,623.71
23C1A2A2 THAT PT OF THE SE 1/4 OF SEC 23 T3S R10E DESC AS BEG N 88D 59M 20S E 766.61 FT AND N 01D 00M 40S W 110 FT FROM THE S 1/4 COR OF SEC 23 TH N 01D 00M 40S W 297.27 FT TH ALONG A CURVE TO THE RIGHT RAD 320 FT CH N 09D 30M 31S E 116.85 FT TH ALONG A CURVE TO THE LEFT RAD 280 FT CH N 09D 30M 31S E 102.24 FT TH N 01D 00M 40S W 664.81 FT TH N 45D 15M 59S E 69.69 FT TH ALONG A CURVE CONC TO THE NW RAD 2441.83 FT CH N 45D 05M 46S E 13.37 FT TH S 01D 00M 40S E 1234.92 FT TH S 88D 59M 20S W 100 FT TO POB 2.04AC				
Y 1404	53-009-02-0129-001	0 TRENTON RD SOUTHGATE	$11,600.00	$1,121.44
25B129A LOT 129 EXCEPT THE W TRIANGULAR PART THEREOF MEAS 20 FT ON THE W LOT LINE AND 14 FT ON THE S LOT LINE DIX SUPERIOR SUB T3S R10E L52 P20 WCR				
Y 1405	53-009-03-0479-000	13729 PEARL-VACANT SOUTHGATE	$23,400.00	$1,699.22
25C479 LOT 479 AND W 1/2 ADJ VAC ALLEY DIX-TOLEDO HIGHWAY SUB T3S R10E L55 P94 WCR				
Y 1406	53-022-99-0001-708	16133 EUREKA SOUTHGATE	$86,000.00	$37,246.36
35D1A1A2B PT OF NW 1/4 SEC 35 T3S R10E DESC AS BEG S88DEG 24M 40S W 293FT AND S02DEG 02M E 278FT FROM W 1/4 COR SEC 35 TH N88DEG 24M 40S E 130FT TH S02DEG 02M E 140FT TH S88DEG 24M 40D W 130FT TH N02DEG 02M W 140FT TO POB 0.42 AC				

Please note that the stated minimum bid price may be adjusted for additional costs incurred prior to sale related to the maintenance, repair, or remediation of the property under MCL 211.78m.

* A Parcel with an asterisk indicates that a claim for surplus proceeds was filed and therefore it will be sold for the higher of the minimum bid or Fair Market Value.

FMV indicated is subject to further verification.

The Legal Description and Tax Identifier specify the Property.

The street address is provided as additional information and is not guaranteed to be accurate by the Treasurer. Revised 7/6/2026

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer

City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President
CHRISTIAN GRAZIANI
KAREN E. GEORGE
PRISCILLA AYRES-REISS
PHILLIP J. RAUCH
ADRIENE PRICE
ED GAWLIK JR.

July 28, 2026

Property Owner/Occupant
13729 Pearl
Southgate, MI 48195

Dear Property Owner/Occupant:

This letter is to notify you that the Southgate City Council will consider the proposed purchase of the tax-foreclosed parcel adjacent to your property (Parcel No. 53-009-03-0479-000, photo provided) at its regular meeting on Wednesday, August 5, 2026 at 7:00pm in the Council Chambers at City Hall.

No decision has been made regarding the proposed purchase. The purpose of this letter is simply to provide advance notice that the matter will be considered by the City Council.

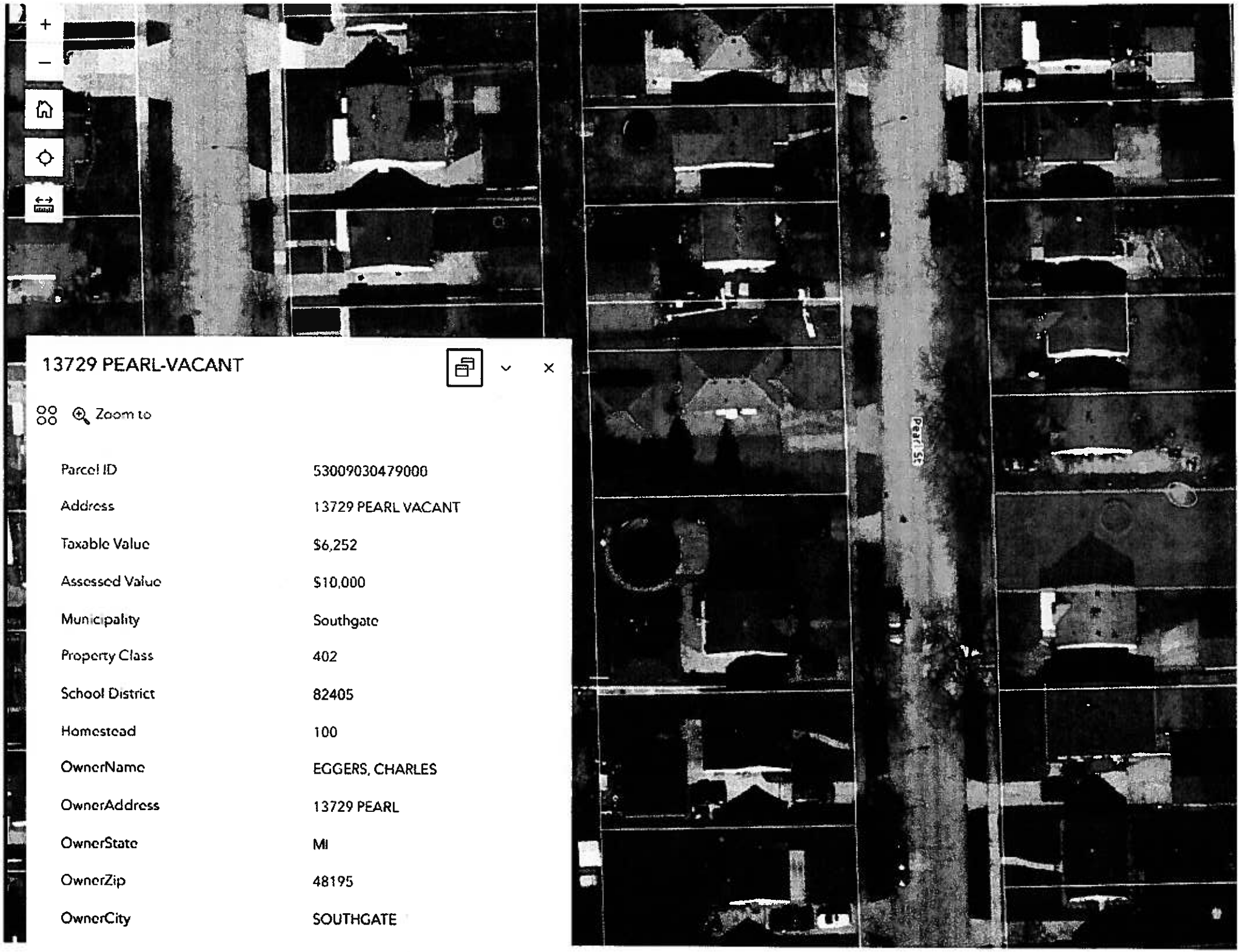
If you wish to address the City Council before a decision is made, please complete and submit the enclosed Request to Speak form no later than the close of business on Thursday, July 30, 2026. Additional information regarding the meeting is available by contacting the City Administrator's Office at (734) 258-3021.

Thank you for your attention to this matter.

Sincerely,

Dan Marsh
City Administrator

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



13729 PEARL-VACANT

Zoom to

Parcel ID	53009030479000
Address	13729 PEARL VACANT
Taxable Value	$6,252
Assessed Value	$10,000
Municipality	Southgate
Property Class	402
School District	82405
Homestead	100
OwnerName	EGGERS, CHARLES
OwnerAddress	13729 PEARL
OwnerState	MI
OwnerZip	48195
OwnerCity	SOUTHGATE

Request to Speak at Council Meeting

TODAY'S DATE: _____

YOUR NAME: _____
PLEASE PRINT

ADDRESS: _____
SOUTHGATE, MI

PHONE #: _____

DATE OF MEETING YOU WISH TO SPEAK AT:

_____

SUBJECT YOU WISH TO ADDRESS:

_____

_____

_____

*Attach additional information if desired.

SIGNATURE: _____

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer

- CITY COUNCIL -

ZOEY KUSPA
Council President
CHRISTIAN GRAZIANI
KAREN E. GEORGE
PRISCILLA AYRES-REISS
PHILLIP J. RAUCH
ADRIENE PRICE
ED GAWLIK JR.

City of Southgate

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator DM

Date: July 28, 2026

Re: Southgate Non-Motorized Connection Plan Development

The Administration applied for, and has been awarded, a Planning Assistance Grant through the Southeast Michigan Council of Governments (SEMCOG). This grant will fund City planning consultants to create a Non-Motorized Connection Plan, focusing on improving safe, accessible, and connected walking and bicycling routes throughout the community.

Also included in your packet is a proposal from Carlisle Wortman Associates Inc. (CWA) to perform the consulting services in an amount not to exceed of $25,000. The SEMCOG grant will provide up to $20,462.50 (81.85%) of expenses, with a required City match of up to $4,537.50 (18.15%).

The Administration recommends approval of the attached Pass Through Agreement with SEMCOG. Additionally, the Administration recommends approval of CWA to perform the services as proposed. Approval of the Pass Through Agreement will allow the City to accept the grant funding, while approval of the CWA proposal will authorize completion of the planning work funded by the grant.

If you have any questions please contact me.

Proposed Motions:

1: To approve the Pass Through Agreement Between the City of Southgate and the Southeast Michigan Council of Governments and to authorize the City Administrator to sign on behalf of the City.

2: To approve the Proposal of Services for Southgate Non-Motorized Connection Plan Development by the City's Planning Consultant, Carlisle Wortman Associates Inc. (Ann Arbor, MI) in the not to exceed amount of $25,000 with a maximum contribution from the City of $4,537.50.

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

PASS THROUGH AGREEMENT BETWEEN

THE CITY OF SOUTHGATE AND

SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS

THIS AGREEMENT, made and entered into this ___ day of ___ 2026 by and between THE CITY OF SOUTHGATE (here in after, together with its assignees and successors in interest, called the "GRANT RECIPIENT") and SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS - a Michigan Regional Planning Commission; 1001 Woodward - Suite 1400, Detroit, Michigan 48226 (hereinafter called SEMCOG). All terms and conditions of the prime contract **2027-0009**, between SEMCOG and the Michigan Department of Transportation are incorporated in this Agreement. In the event of a conflict between the terms and conditions of the subcontract and the prime contract, **2027-0009**, the prime contract prevails.

WITNESSETH:

WHEREAS, SEMCOG, in cooperation with MDOT, FHWA and the FTA, desires to enter into an agreement with the GRANT RECIPIENT;

NOW, THEREFORE, SEMCOG and GRANT RECIPIENT agree that:

GRANT RECIPIENT WILL:

1. GRANT SPECIFICATIONS

   a. The grant award was developed in response to SEMCOG's Planning Assistance Program and approved by the Regional Review Committee.

   b. SCOPE OF WORK: GRANT RECIPIENT shall do, perform and complete in a satisfactory manner, as determined by SEMCOG, the work described in the narrative and budget described in Section 27 of this agreement.

   c. MODIFICATIONS: Unless prior written approval of SEMCOG is obtained, the GRANT RECIPIENT may not modify or change the proposal, timeline, or budget.

   d. METRICS and DELIVERABLES: GRANT RECIPIENT is responsible for the metrics and deliverables proposed in their narrative.

2. ACCOUNTS AND RECORDS

   a. GRANT RECIPIENT will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Agreement.

   b. GRANT RECIPIENT will maintain the RECORDS for at least three (3) years from the date of final payment made by SEMCOG under this Agreement. In the event of a dispute with regard to the

allowable expenses or any other issue under this Agreement, GRANT RECIPIENT will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

c. SEMCOG and MDOT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

d. If any part of the work is subcontracted, GRANT RECIPIENT will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

3. AUDIT OF ACCOUNTS AND RECORDS

a. The GRANT RECIPIENT will require audits to be made to determine, at a minimum, the fiscal integrity of financial transactions and reports and the compliance with laws, regulations, and administrative requirements. Audits will be scheduled in accordance with the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended.

b. Audits are to be performed by an independent accounting firm and must conform to the regulations and procedures established by the federal Office of Management and Budget as set forth in 49 CFR Part 18, as amended, 2 CFR Part 200, as amended, and such other regulations and procedures established by MDOT, the FHWA, and the FTA. All such audits are subject to review and approval by MDOT, the FHWA, the FTA, and the Office of Inspector General.

c. Audit and Inspection. The GRANT RECIPIENT will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507), and the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended, and the provisions of 1951 PA 51, MCL 247-660h, as applicable, that are in effect at the time of Agreement award with regard to audits.

i. Grant recipients expending a total of One Million Dollars ($1,000,000.00) or more in federal funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The Seven Hundred Fifty Thousand Dollars ($1,000,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.

ii. Grant recipients expending less than One Million Dollars ($1,000,000.00) in federal funds must submit a letter to MDOT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the MDOT federal programs, and the Catalog of Federal Domestic Assistance (CFDA) grant number(s).

iii. Grant recipients must complete their single audits electronically through the Federal Audit Clearinghouse website (http://harvester.census.gov.fac/). Users are instructed to create an online report ID and then to complete Form SF-SAC prior to submitting their reporting packages. The audit will be completed and submitted electronically within thirty (30) days after receipt of the agency's report(s) or within nine (9) months after the end of the agency's fiscal year, whichever is earlier.

iv. Grant recipients will also comply with applicable state laws and regulations relative to audit requirements.

v. Grant recipients will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.

vi. All grant recipients are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.

d. The provisions set forth in subsections (a), (b), and (c) above will be included in all contracts and subcontracts relating to this Agreement.

4. BILLINGS AND PROGRESS REPORTS

Submit monthly billing and progress reports to SEMCOG on work accomplished based on the approved grant award narrative and budget. Progress reports will be in a form and manner acceptable to SEMCOG. A billing and progress report will be submitted not later than fifteen (15) days after the end of each billing period.

GRANT RECIPIENT agrees that the costs reported to SEMCOG for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement. GRANT RECIPIENT also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

5. FINAL REPORT

Submit a final performance report covering the grant award accomplishments not later than ninety (90) days following the end of the grant award time period.

6. INDEMNIFY AND SAVE HARMLESS

In addition to the protection afforded by any policy of insurance, GRANT RECIPIENT agrees to indemnify and save harmless, to the extent provided by law, the State of Michigan, the Michigan State Transportation Commission, MDOT, FHWA, FTA, SEMCOG, and all officers, agents, and employees thereof:

a. From any and all claims by persons, firms or corporations for labor, services, materials, or supplies provided to GRANT RECIPIENT in connection with GRANT RECIPIENT performance under this Agreement; and

b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage or degradation, response and clean-up costs, and for attorney fees and related costs arising out of, under, or by reasons of GRANT RECIPIENT performance under this Agreement, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees; and

c. Against all claims, suites, costs, damages, and expenses that the State of Michigan, the Michigan State Transportation Commission, MDOT, SEMCOG, FHWA, and/or the FTA may sustain by reason of any scandalous, libelous or unlawful matter obtained or alleged to be obtained in the work, or any infringement or violation by the work of any copyright or property right.

SEMCOG will not be subject to any obligations or liabilities by contractors of GRANT RECIPIENT or its GRANT RECIPIENTS or any other person not a party to the Agreement without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that GRANT RECIPIENT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Agreement that results in claims being asserted against or judgments being imposed against the State of Michigan, SEMCOG, MDOT, the Michigan State Transportation Commission, FHWA, and/or the FTA, as applicable.

In the event that the same occurs, it will be considered as a breach of this Agreement, thereby giving the State of Michigan, MDOT, SEMCOG, the Michigan State Transportation Commission, FHWA, and/or the FTA a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

GRANT RECIPIENT will provide, at grant award cost, public liability, property damage, and workers' compensation insurance, insuring as they may appear all claims that may arise out of the GRANT RECIPIENT operations under this Agreement.

7. APPRAISAL OF GRANT AWARD

Through the SEMCOG staff representative, reserve the right to advise and recommend changes to each task and activity appearing in the narrative and the basic study methods, procedures, and analytical techniques to be applied in carrying out those portions of each portion of the narrative that, in total or in part, are financed with funds from FHWA, or the FTA.

8. STAFF REPRESENTATIVE

Provide a SEMCOG staff representative to assist or otherwise advise GRANT RECIPIENT in the performance of its transportation planning responsibilities as provided herein.

9. DOCUMENT APPROVAL

Develop and maintain appropriate procedures to reflect the various responsibilities of document review and approval at the state and federal levels.

10. REIMBURSABLE COSTS

Reimburse GRANT RECIPIENT for costs properly chargeable in accordance with this Agreement and eligible for federal reimbursement under the provisions of OMB Circular A-87. Reimbursements will be based on actual costs.

11. REIMBURSEMENT TO GRANT RECIPIENT FOR COSTS INCURRED

SEMCOG hereby agrees that payment to the GRANT RECIPIENT shall be made within (10) days of the receipt of payment from the State of Michigan.

12. AUDIT

In the event that an audit performed by or on behalf of SEMCOG indicates an adjustment to the costs reported under this Agreement or questions the allowability of an item of expense, SEMCOG will promptly submit to GRANT RECIPIENT a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to GRANT RECIPIENT at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, GRANT RECIPIENT will (a) respond in writing to SEMCOG indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT and SEMCOG a written explanation as to any questioned or no opinion expressed item of expense hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, GRANT RECIPIENT may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by SEMCOG and MDOT. The RESPONSE will refer to and apply the language of the Agreement. GRANT RECIPIENT agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes SEMCOG and MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT and SEMCOG will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If SEMCOG determines that an overpayment has been made to GRANT RECIPIENT, GRANT RECIPIENT will repay that amount to SEMCOG or reach agreement with SEMCOG on a repayment schedule within thirty (30) days after the date of an invoice. If GRANT RECIPIENT fails to repay the overpayment or reach agreement with SEMCOG on a repayment schedule within the thirty (30) day period, GRANT RECIPIENT agrees that SEMCOG will deduct all or a portion of the overpayment from any funds then or thereafter payable by SEMCOG, to GRANT RECIPIENT under this Agreement or any other agreement or payable to GRANT RECIPIENT under the terms of 1951 PA, as applicable. Interest will be assessed on any partial payments or repayments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by SEMCOG and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. GRANT RECIPIENT expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest SEMCOG's decision only as to any item of expense the disallowance of which was disputed by GRANT RECIPIENT in a timely filed RESPONSE.

13. PROMPT PAYMENT

GRANT RECIPIENT agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment GRANT RECIPIENT receives from SEMCOG. This requirement is also applicable to all sub-tier GRANT RECIPIENTs and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a GRANT RECIPIENT against the SEMCOG or

MDOT. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE GRANT RECIPIENTS.

GRANT RECIPIENT further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE GRANT RECIPIENT payments to MDOT semi-annually in the format set forth in Appendix D, dated July 2010, attached hereto and made a part hereof, or any other format acceptable to MDOT.

14. FHWA AND FTA PARTICIPATION

Certain funding under this Agreement is contingent on participation from year to year by FHWA or FTA. No obligations for such costs not reimbursable by FHWA or FTA will be knowingly entered into and billed to SEMCOG for reimbursement. Incurred costs that are not reimbursable by FHWA or FTA will be the sole responsibility of the GRANT RECIPIENT.

15. FEDERAL LAWS AND REGULATIONS

All applicable federal, state, and local laws, regulations, and ordinances are incorporated into and made a part of this Agreement, and the parties will comply therewith.

16. NONDISCRIMINATION, DBE, AND ENVIRONMENTAL REQUIREMENTS

GRANT RECIPIENT will comply with and will require any contractor or GRANT RECIPIENT to comply with the following:

a. In connection with the performance of the Agreement, GRANT RECIPIENT (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated March 2010, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.

b. During the performance of this Agreement, GRANT RECIPIENT, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor"), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR, Part 21) issued pursuant to said Act, including Appendix B, dated March 2010, attached hereto and made a part hereof.

c. GRANT RECIPIENT shall comply with all applicable Disadvantaged Business Enterprise (DBE) requirements established by MDOT and incorporated into this Agreement, as may be amended from time to time.

d. GRANT RECIPIENT further certifies that it agrees to use the E-Verify system to verify that all persons hired during the contract term by the Contractor are legally present and authorized to work in the United States.

17. REPORT LANGUAGE

All reports published by GRANT RECIPIENT will contain the following statement in the credit line if MDOT or FHWA or FTA does not subscribe to the findings:

"The contents of this _____(report) reflect the view of _____ (the author), who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view or policies of_____ (the name of nonconcurring party.) This _____ (reports) does not constitute a standard, specification, or regulation."

18. OWNERSHIP OF DATA

Ownership of data collected hereunder will be vested in GRANT RECIPIENT with full rights of free access and use thereto guaranteed to SEMCOG, MDOT, FHWA and FTA, and/or all other participating agencies.

19. PATENT RIGHTS AND COPYRIGHTS

Patent rights and copyrights will be the property of GRANT RECIPIENT. GRANT RECIPIENT will obtain the written approval of the MDOT prior to submitting applications in the name of GRANT RECIPIENT for copyrights or patents on any papers, reports, forms, or other materials that are a part of the GRANT RECIPIENT work as above noted under this Agreement, said approval being necessary before, during, and after the performance of said work by GRANT RECIPIENT with respect to this Agreement. SEMCOG, MDOT, and FHWA and/or FTA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for governmental purposes.

20. UNFAIR LABOR PRACTICES

In accordance with 1980 PA 278, MCL 423.321 *et seq.*; MSA 17.458(22) *et seq.*, GRANT RECIPIENT, in performance of this Agreement, will not enter into a contract with a GRANT RECIPIENT, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Agreement if the name of GRANT RECIPIENT or the name of a GRANT RECIPIENT, manufacturer, or supplier utilized by GRANT RECIPIENT in the performance of this Agreement subsequently appears in the register during the performance of this Agreement.

21. INDIVIDUALS WITH DISABILITIES

GRANT RECIPIENT agrees that not otherwise qualified individuals with disabilities in the United States, as defined in Section 1630.2 of the Americans with Disabilities Act, Title 42, USC 12101, will, solely by reason of their disabilities, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving benefits under this Agreement.

22. CERTIFICATION

GRANT RECIPIENT signature on this Agreement constitutes GRANT RECIPIENT certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549.

The certification included as a part of this Agreement as Attachment A is Appendix A of 49 CFR Part 29 and applies to GRANT RECIPIENT (referred to in Appendix A as "the prospective primary participant").

GRANT RECIPIENT is responsible for obtaining the same certification from all GRANT RECIPIENTS under this Agreement by inserting the following paragraph in all subcontracts:

> *"The GRANT RECIPIENT's signature on this Agreement constitutes the GRANT RECIPIENT's certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification included as a part of this Agreement as Attachment B is Appendix B of 49 CFR Part 29."*

This certification is required of all GRANT RECIPIENTS, testing laboratories, and other lower tier participants with which GRANT RECIPIENT enters into a written arrangement for the procurement of goods or services provided for in this Agreement.

23. APPROVALS, REVIEWS, AND INSPECTIONS

Any approvals, acceptances, reviews, and inspections of any nature by SEMCOG and MDOT will not be construed as a warranty or assumption of liability on the part of SEMCOG and MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of SEMCOG and MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the performance of the UWP under this Agreement.

Any such approvals, acceptances, reviews, and inspections by SEMCOG and MDOT will not relieve GRANT RECIPIENT of its obligations hereunder, nor are such approvals, acceptances, reviews and inspections by SEMCOG and MDOT to be construed as a warranty as to the propriety of GRANT RECIPIENT performance but are undertaken for the sole use and information of SEMCOG and MDOT.

24. TERMINATION

SEMCOG may terminate this Agreement for convenience or cause, as set forth below, before the services are completed. Written notice of termination will be sent to GRANT RECIPIENT. GRANT RECIPIENT will be reimbursed in accordance with the following:

a. Termination for Convenience:

If SEMCOG terminates this Agreement for convenience, SEMCOG will give GRANT RECIPIENT written notice of such termination thirty (30) days prior to the date of such termination, and GRANT RECIPIENT will be reimbursed for all costs incurred for work accomplished on the UWP up to receipt of the notice of termination. Such reimbursement will be as set forth in Section 16, but not to exceed the amount set forth in the grant award. SEMCOG will receive the work product produced by GRANT RECIPIENT under this Agreement up to the time

of termination, prior to GRANT RECIPIENT being reimbursed. In no case will the compensation paid to GRANT RECIPIENT for partial completion of services exceed the amount GRANT RECIPIENT would have received had the services been completed.

b. Termination for Cause:

In the event GRANT RECIPIENT fails to complete any of the services in a manner satisfactory to SEMCOG, SEMCOG may terminate this Agreement. Written notice of termination will be sent to GRANT RECIPIENT. GRANT RECIPIENT will be reimbursed as follows:

GRANT RECIPIENT will be reimbursed for all costs incurred for work accomplished based upon the grant award narrative and budget up to receipt of the notice of termination. SEMCOG may pay a proportional share for a partially completed work product. The value of such partially completed work product will be determined by SEMCOG based on actual cost incurred up to the estimated value of the work product received by SEMCOG, as determined by SEMCOG. Such actual costs will be as set forth in Section 16, but not to exceed the amount set forth in the grant award. SEMCOG will receive the work product produced by GRANT RECIPIENT under this Agreement up to the time of termination, prior to GRANT RECIPIENT being reimbursed. In no case will the compensation paid to GRANT RECIPIENT for partial completion of the services exceed the amount GRANT RECIPIENT would have received had the services been completed.

In the event that termination by SEMCOG is necessitated by any wrongful breach, failure, default, or omission by GRANT RECIPIENT, SEMCOG will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to GRANT RECIPIENT under this Agreement, as well as any other existing or future contracts or agreements between GRANT RECIPIENT and SEMCOG, for any and all damages and costs incurred or sustained by SEMCOG as a result of its termination of this Agreement due to the wrongful breach, failure, default, or omission by the GRANT RECIPIENT. In the event of termination of this Agreement, SEMCOG may procure the professional services from other sources and hold GRANT RECIPIENT responsible for any damages or excess costs occasioned thereby.

25. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet GRANT RECIPIENT obligation to SEMCOG under this Agreement, GRANT RECIPIENT hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT and SEMCOG due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan.

GRANT RECIPIENT shall require any GRANT RECIPIENTS to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan MDOT and SEMCOG with regard to claims based on goods or services that were used to meet the GRANT RECIPIENT obligation to SEMCOG under this Agreement due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan as a third-party beneficiary.

GRANT RECIPIENT shall notify MDOT and SEMCOG if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the GRANT RECIPIENT obligation to MDOT and SEMCOG under this Agreement may have occurred or is threatened to occur. GRANT RECIPIENT shall also notify MDOT and SEMCOG if it becomes aware of any person's intent

to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet GRANT RECIPIENT obligation to SEMCOG under this Agreement.

26. TERM OF AGREEMENT

Upon award, this Agreement will be in effect from 07/01/26 through 06/30/27 for an amount not to exceed $25,000 as budgeted in the 2026-2027 Unified Work Program. Reimbursements will be based on actual costs.

Pass-Through Grant Recipient Information:

	Total Funds	Federal Funds	Local Match
FHWA MPP Funds CFDA #20.275	$25,000	$20,462.50	$4,537.50

Federal Award: July 1, 2026
Federal Award Identification Number (FAIN): 693JJ22630000Y450MI26A0717
SEMCOG Grant: Consolidated Planning Grant (CPG27)
SEMCOG Project: Local & Public Capacity Billing (27314)

This agreement hereby certifies and guarantees that the local match of **$4,537.50** for the **Southgate Non-Motorized Connection Plan** Planning Grant award of **$25,000** from the SEMCOG Planning Assistance Program, which is funded in the 2026-2027 Unified Work Program for Southeast Michigan, has been properly appropriated and provided by **THE CITY OF SOUTHGATE.**

The funds herein provided shall be utilized for transportation planning activities carried out by the hereinafter-named authority in accordance with the 2026-2027 Unified Work Program. These are not R&D funds.

27. NARRATIVE AND BUDGET

Grant Recipient: **The City of Southgate**

Project Name: **Southgate Non-Motorized Connection Plan**

Narrative

The City of Southgate will develop a Non-Motorized Connection plan focused on improving safe, accessible, and connected walking and bicycling routes throughout the community. The project will identify gaps in existing non-motorized infrastructure and develop conceptual connections between neighborhoods, parks, schools, commercial areas, and adjacent communities. The plan will also include a proposed community loop system. The approach will include a detailed review of existing sidewalks, bicycle facilities, crossings, traffic speed, traffic volume, and crash data to identify gaps and safety concerns.

Budget

This award is for an amount not to exceed **$25,000,** utilized for transportation planning activities.

28. AWARD

The Agreement will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of GRANT RECIPIENT and SEMCOG and upon adoption of a resolution approving said Agreement and authorizing the signature(s) thereto of the respective representative(s) of GRANT RECIPIENT, a certified copy of which resolution will be sent to SEMCOG with this Agreement, as applicable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be awarded.

SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS

By: _____
Executive Director

THE CITY OF SOUTHGATE

By: _____
Title: _____
_____
Entity Identifier (UEI):

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

The Michigan Department of Transportation has a responsibility to ensure that contractors comply with federal contracting requirements, including equal opportunity requirements, and to assist in and cooperate with Federal Highway Administration (FHWA) programs to ensure that equal opportunity is afforded to all. In connection with the performance of work under this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract.

   In accordance with Public act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

   Furthermore, on any federally-assisted contract, the contractor and GRANT RECIPIENT shall comply with the equal employment opportunity provisions of 23 CFR Subpart D—Construction Contract Equal Employment Opportunity Compliance Procedures, 49 CFR Part 21--Non-Discrimination in Federally-Assisted Programs of the Department of Transportation --Effectuation of Title VI of the Civil Rights Act of 1964, Executive Order 11246, Title VII of the Civil Rights Act of 1964 (Title VII), Public Act 220 of 1976, and Public Act 453 of 1976.

2. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employments; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
4. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

5. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

6. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each GRANT RECIPIENT, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

7. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

8. The contractor agrees to cooperate with the Department's Project Manager or designee and the Department's Equal Employment Opportunity Officer to resolve any complaints brought against the contractor or any GRANT RECIPIENT on any federally assisted project or program by an employee, applicant for employment, or employee of the Department, regardless of whether or not the employee is employed by the contractor, GRANT RECIPIENT, or the Department, or is an applicant for employment, alleging prohibited discrimination. Prohibited discrimination includes, but is not limited to, sexual harassment, racial discrimination, and other protected categories set forth under Title VII and Public Act 453 of 1976.

9. The contractor shall comply with 23 CFR Subpart D and Executive Order 11246, and as such, the contractor or GRANT RECIPIENT shall conduct a prompt, thorough, and fair investigation of all complaints brought forward under Title VII and Public Act 453 of 1976, in cooperation with the Department's Equal Employment Opportunity Officer.

10. The contractor shall provide a written report detailing the findings of the investigation to the Department's Project Manager and Equal Employment Opportunity Officer when the complaint made against the contractor is by a Department employee or by an applicant for employment. The Department's Equal Employment Opportunity Officer shall review the report for compliance with 23 CFR Subpart D. It is the Department's intent to correct any current acts and prevent any future acts of discrimination arising out of a Title VII or Public Act 453 of 1976 complaint. Title VI complaints will be addressed through the Contractor Compliance Section in the Department's Office of Business Development.

11. The contractor shall include or incorporate by reference the provisions of all applicable covenants set forth in Sections 1 through 10 above in all subcontracts and purchase orders unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each GRANT RECIPIENT or supplier.

Application:

1. On any federally assisted contract, the contractor and GRANT RECIPIENT agree to comply with the equal employment opportunity provisions of 23 CFR Subpart D, 49 CFR Part 21, Executive Order 11246, Title VII, Public Act 220 of 1976, and Public Act 453 of 1976.

2. FHWA responsibilities under 23 CFR Part 230.405: The FHWA has the responsibility to ensure that contractors meet contractual equal opportunity requirements under Title 23 USC and to provide guidance and direction to states in the development and implementation of a program to ensure compliance with equal employment opportunity requirements.

3. FHWA Order 4710.8 clarifies that the Office of Federal Contract Compliance Programs of the Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and its implementing regulations.

4. Failure of the Department to discharge the responsibilities set forth in 23 CFR Part 230.405(b)(1) may result in the U.S. Department of Transportation taking any or all of the following actions (see 23 CFR Part 630, Subpart C, Appendix A):

   i) canceling, terminating, or suspending the federal aid project agreement in whole or in part;

   ii) refraining from extending any further assistance to the Department for the program under which the failure or refusal occurred until satisfactory assurance of compliance is received from the Department; and

   iii) referring the case to the appropriate federal agency for legal proceedings.

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contact, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows.

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

   Furthermore, on any federally assisted contract, the contractor and GRANT RECIPIENT shall comply with the equal employment opportunity provisions of 23 CFR Subpart D--Construction Contract Equal Employment Opportunity Compliance Procedures, 49 CFR Part 21--Non-Discrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, Executive Order 11246, Title VII of the Civil Rights Act of 1964, Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), and Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act).

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of GRANT RECIPIENTS, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential GRANT RECIPIENT or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department of Federal Highway Administration in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the Federal Highway Administration, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to, the following:

   a. Withholding payments to the contractor until the contractor complies; and/or

   b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a GRANT RECIPIENT or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised March 2010

(Revised October 1, 2005)

APPENDIX C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a GRANT RECIPIENT) must include the following assurance:

The contractor, subrecipient or GRANT RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Michigan Department
Of Transportation
0165 (07/10)

Appendix D

Prime Consultant Statement of DBE Sub-Consultant Payments

Information required in accordance with 49 CFR §26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs.

PRIME CONSULTANT	☐ CHECK IF PRIME IS MDOT-DBE CERTIFIED	AUTHORIZATION NO.	CONTRACT NO.
BILLING PERIOD:	Check if Final Payment ☐	JOB NO.	

CERTIFIED DBE SUBCONSULTANT	SERVICES WORK PERFORMED	TOTAL CONTRACT AMOUNT	CUMULATIVE DOLLAR VALUE OF SERVICES COMPLETED	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS REPORTING PERIOD	DBE AUTHORIZED SIGNATURE (Final Payment Report Only)	DATE

As the authorized representative of the above prime consultant, I state that, to the best of my knowledge, this information is true and accurate

PRIME CONSULTANTS AUTHORIZED REPRESENTATIVE (signature)	TITLE	DATEMDO

COMMENTS:
SPECIAL NOTE: "Prime Consultant or Authorized Representative" refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26

MDOT 0165 (07/10)

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the GRANT RECIPIENT for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
PO Box 30050
Lansing, Michigan 48909
Questions about this form? Call Toll-free 1-866-DBE-1264

ATTACHMENT A
(This is a reproduction of Appendix A of 49 CFR Part 29)
Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant leans that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not

required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of

   c. federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   e. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[60 FR 33042, 33064, June 26, 1995]

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant is a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.] March 9, 1989

Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

May 15,2026

Dan Marsh
City Administrator
City of Southgate
14400 Dix-Toledo Road
Southgate, MI 48195

Re: Proposal of Services for Southgate Non-Motorized Connection Plan Development

Dear Mr. Marsh:

Thank you for the opportunity to prepare a Non-Motorized Connection Plan for the City. This study will evaluate routes as indicated by City officials and residents, with a goal of providing connections between amenities both within and outside of the City borders, with a special focus on a proposed loop connecting neighborhoods, parks, and school properties. The resulting plan will provide a high-level overview of potential route alignments in Southgate, connection within the city as well as with neighboring communities. The Plan will also identify prefer treatment options such as dedicated pathways, on-street bike facilities, sidewalks, etc. that can be applied to discrete segments as opportunities present themselves.

The following pages provide a work plan for the project. While the timeline is flexible, we are proposing completion by late September to for incorporation into the Recreation Plan. Paul Montagno will be the Principal-In-Charge, and Chris Nordstrom will act as the Project Manager with support from Joe Pezzotti. The total not-to-exceed budget for the study is $25,000.

We look forward to working with you on this important project,

CARLISLE/WORTMAN ASSOCIATES, INC.

Paul Montagno, AICP
Principal

Chris Nordstrom, ASLA, PLA
Associate, Landscape Architect

Benjamin R. Carlisle, *President* John L. Enos, *Vice President*
Paul Montagno, *Principal* Megan Masson-Minock, *Principal* Laura Kreps, *Principal* Brent Strong, *Principal*
David Scurto, *Principal* Sally M. Elmiger, *Principal* Craig Strong, *Principal* Douglas J. Lewan, *Principal*
Richard K. Carlisle, *Past President/Senior Principal* R. Donald Wortman, *Past Principal*

Phase I: Preliminary Route Selection

- Meet with a non-motorized plan steering committee (SC) to discuss preliminary alignment concept. Establish key destination points as well as potential secondary routes.
- Evaluate existing City non-motorized facilities and identify gaps in the system.
- Review non-motorized plan data from communities immediately adjacent to the City of Southgate as well as regional plans involving the State of Michigan, the Downriver Linked Greenway Initiative, and Wayne County.
- Develop concept map V1 based on the input from SC.

Phase II: Public Input

- Design and host a survey to gain an understanding of residents' preferred alignment locations and configuration options.
- Facilitate a two hour, in-person open house which will cover the same topics offered in the online survey. The open house will allow input from residents who are uncomfortable working with an online system, or who may have limited internet access.
- Compile the data results from the survey and open house. Prepare a summary report, including concept map V2 which incorporates the comments from the public.

Phase III: Refinement and Report Preparation

- Perform a route audit to identify potential obstacles that would impact cost and/or trail feasibility. Features to be evaluated include sidewalk gaps, traffic considerations, utilities, etc.
    - As part of the audit, compile data on speed limits and traffic levels. Prepare a "Level of Traffic Stress" map.
    - Develop a matrix of all proposed routes and assign scoring criteria based on the audit results. While the matrix is not the final determinant for trail feasibility, it does provide a tool for objective evaluation of the routes.
- Meet with SC to review map V2 and the audit matrix. Determine final preferred routes.
- Based on the input from Phase II, prepare concept map V3.
- Compile information on grant opportunities, maintenance costs/requirements, ordinance strategies, and other relevant data.
- Finalize plan layout and narrative and provide to SC for review. Revise as necessary.
- Make plan available for 30 day review and public comment.
- Present draft to City Council. Revise as necessary.
- Participate in formal adoption of plan by Board of Trustees.

Total Project Cost: **$25,000.00**

Meetings: Four in-person meetings are included: two in-person development meetings with the Plan Steering Committee, one community open house, and one public hearing. Periodic status meetings may be held virtually unless otherwise requested. Additional meetings may be desired and would be billed at hourly rates.

Proposal accepted by:

Signature	Date	Signature	Date
Dan Marsh City Administrator City of Southgate		Paul Montagno, AICP Principal Carlisle/Wortman Associates, Inc.	

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer

- CITY COUNCIL -

ZOEY KUSPA
Council President
CHRISTIAN GRAZIANI
KAREN E. GEORGE
PRISCILLA AYRES-REISS
PHILLIP J. RAUCH
ADRIENE PRICE
ED GAWLIK JR.

City of Southgate

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator

Date: July 31, 2026

Re: Consolidated Agreement for Administration of Multifamily/Mobile Home Rental Housing and Exterior Home Sale Certification Program with Carlisle Wortman Associates Inc.

The Administration is recommending the attached consolidated services agreement with Carlisle Wortman's Associates (CWA), the City's Planning Consultant, for a term ending June 30, 2029.

The proposed contract is $5,950/month for administrative office staffing and associated fees are attached under Exhibit B. The annual increase in the retainer and fees listed under Exhibit B represent approximately a 5% increase in the first year, a 5% increase in the second year, and a 2.5% increase in the final year of the agreement.

As the consultant costs increase over time the City will need to consider increasing various inspection fees associated with this agreement to fully cover consultant costs, particularly in year three of the contract.

The City has experienced a strong working relationship with CWA, and the firm understands the community, our ordinances, and internal policies well. Since approval of the original Consolidated Agreement in 2024, CWA has had a physical presence in the building five days per week.

If you have any questions please contact me.

Proposed Motion: *To approve the Mayor and City Clerk to sign the attached Consolidated Agreement for Administration of Multifamily/Mobile Home Rental Housing and Exterior Home Sale Certification Programs with Carlisle Wortman Associations, Inc division for a period ending June 30, 2029.*

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

Carlisle | Wortman
ASSOCIATES, INC.
117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

CONSOLIDATED AGREEMENT FOR ADMINISTRATION OF MULTIFAMILY/MOBILE HOME RENTAL HOUSING AND EXTERIOR HOME SALE CERTIFICATION PROGRAMS

THIS AGREEMENT, Entered into this _____ **day of** _____, **2026**, by the **City of Southgate**, hereinafter referred to as the Client and **Carlisle|Wortman Associates, Inc.**, hereinafter referred to as the Consultant.

WHEREAS, the Client and the Consultant executed a Consolidated Agreement For Administration of Multifamily/Mobile Home Rental Housing And Exterior Home Sale Certification Programs on June 1, 2024, which expired on June 30, 2026, and;

WHEREAS, the Client wishes to renew the agreement with no changes in the Scope of Services.

NOW, THEREFORE, In consideration of the foregoing, and of the mutual agreement hereinafter set forth, the parties hereto legally intending to be bound hereby do agree for themselves and their respective successors and assigns as follows:

SECTION 1.0 SCOPE OF SERVICES

The Consultant agrees to provide administrative and inspection services for Multifamily Rental Housing, Mobile Home Rental Housing, and Exterior Home Sales in connection with the scope of work as described in **Exhibit A** attached herein. The Client retains the right to make changes within the general scope of the agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of this agreement.

SECTION 2.0 REPRESENTATION

It is understood and agreed that **Ben Carlisle** and **Brent Strong** will represent the Consultant in all matters pertaining to this Agreement. From time to time, the Consultant may employ additional personnel or sub-Consultants to assist in the execution of matters pertaining to this contract. Unless prior approval is granted by the Client the additional personnel or sub-Consultants will not be charged to Client.

Benjamin R. Carlisle, *President* Douglas J. Lewan, *Executive Vice President* John L. Enos, *Vice President*
David Scurto, *Principal* Sally M. Elmiger, *Principal* R. Donald Wortman, *Principal*
Paul Montagno, *Principal*, Megan Masson-Minock, *Principal*, Laura Kreps, *Senior Associate*
Richard K. Carlisle, *Past President/Senior Principal*

SECTION 3.0 **PAYMENT FOR SERVICES**

3.1 **Inspection and Administrative Services** – For services described in *Section 1.0* of this agreement, the Consultant shall be paid according to the fees listed in **Exhibit B** attached herein.

3.2 **Enforcement and Court Appearances** – The Consultant will work cooperatively with the Client's code enforcement staff to efficiently bring property owners into compliance. For services required to enforce code requirements above and beyond normal inspection and administrative activity, including court appearances and testimony on the Client's Behalf, the Consultant shall charge the following rates:

Client Fiscal Year →	**FY 2026-27**	**FY 2027-28**	**FY 2028-29**
• Regional Manager	$115/hr	$120/hr	$124/hr
• Housing Inspector	$105/hr	$110hr	$115/hr
• Administrative/Clerical	$89/hr	$94/hr	$96/hr

3.3 **Meeting Attendance** – For attendance at meetings requested by the Client pursuant to the services rendered in this contract, the Consultant shall charge the following rates:

Client Fiscal Year →	**FY 2026-27**	**FY 2027-28**	**FY 2028-29**
• Regional Manager	$115/hr	$120/hr	$125/hr
• Housing Inspector	$105/hr	$110/hr	$115/hr
• Principal	$168/hr	$176/hr	$181/hr
• Building Official	$147/hr	$154/hr	$158/hr
• Operations Manager	$136/hr	$143/hr	$147/hr

3.4 **Terms of Payment** - The Consultant shall present the Client with an invoice at the end of each month based on work performed. Invoices shall be paid within thirty (30) days after receipt by the Client.

SECTION 4.0 **CLIENT RESPONSIBILITY**

4.1 Client shall maintain its BS&A software and any successor program used for rental housing and home sale certification scheduling and recordkeeping in good working order.

4.2 Client shall provide suitable computer equipment with reliable Internet service for Consultant inspection and administrative staff use and shall provide City network access as necessary.

4.3 Client shall provide envelopes, paper supplies, and postage for hard-copy paper correspondence required to administer the agreement. Consultant agrees to prioritize use of email and digital file transfer using Client's BS&A software and network as a

preferred method of communication with program participants to minimize expenses to the extent feasible.

4.4 Client shall be responsible for follow-up enforcement of zoning and building code violations for which the Consultant has no legal authority. Consultant will assist Client to the extent possible as requested.

SECTION 5.0 OWNERSHIP OF MATERIALS

All documents or other materials prepared by the Consultant under this Agreement shall be considered the property of the Client.

SECTION 6.0 INSURANCE AND LIMITATION OF LIABILITY

6.1 During the term of this agreement, the Consultant agrees to procure and maintain in effect insurance policies in the amounts and with the types of coverage shown below:

1. Professional liability insurance protecting the Consultant and its employees in an amount not less than $2,000,000.

2. Workers Compensation Insurance in the form and amount required by Michigan law.

3. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $2,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.

6.2 The Client and the Consultant shall have no liability to each other for any claim relating to this agreement in excess of the fees and expenses paid to the Consultant except pursuant to indemnification obligations concerning third party claims under *Section 7.0*. In no event shall the Client and the Consultant be liable to each other for indirect, special, incidental, or consequential damages, even if the Client and the Consultant have been advised of the possibility of such damages. Except as otherwise specifically provided in this agreement, neither party's liability to the other party under this Agreement shall exceed the total amounts paid or payable by the Client under this agreement.

SECTION 7.0 INDEMNIFICATION

The Consultant shall not be liable to the Client for any loss incurred by third parties in the performance of services hereunder unless caused by the Consultant's willful misconduct or negligence. The Client agrees to indemnify and defend the Consultant from and against any damages, claims or suits by third parties against the Consultant arising from the performance of the Consultant's services hereunder unless caused by the Consultant's willful misconduct or negligence.

SECTION 8.0 **TERMS OF AGREEMENT**

8.1 The term of this Agreement shall be for a period of approximately **three (3) years** from the date first entered into **through June 30, 2029** and shall be automatically extended unless written notice canceling the extension is provided by the Client.

8.2 Once fully executed, this agreement shall replace and supercede all previous agreements for the same services as described herein. In the event this agreement is automatically extended in accordance with **Sec. 8.1**, all rates and fees charged by the Consultant shall be increased five percent (5%) unless otherwise agreed upon by both parties.

8.3 This Agreement may be terminated by either the Client or Consultant individually or jointly upon sixty (60) days written notice. Compensation during the notice period would be paid by the Client to the Consultant if services are faithfully rendered to the Client.

IN WITNESS WHEREOF, the Consultant and the Client execute this Agreement as of the date first set forth in this Agreement.

WITNESS

CLIENT

Joseph G. Kuspa
Mayor
City of Southgate

Janice M. Ferencz
Clerk
City of Southgate

CONSULTANT

Benjamin R. Carlisle

CARLISLE/WORTMAN ASSOC., INC
Benjamin R. Carlisle, AICP, LEED AP
President

EXHIBIT A
SCOPE OF SERVICES

The Consultant will retain trained staff and back up staff to provide the following services:

1. **MultiFamily and Mobile Home Rental Housing Administrative Services**

   a. Receive and process rental housing registration forms to include data entry and creation of appropriate sub-address records in the Client's BS&A software system for recordkeeping purposes.

   b. Schedule inspections for rental buildings, dwellings, and accessory facilities in accordance with the Client's ordinance requirements and notify property owners of inspection dates using workflow processes in the Client's software system or by first class mail as necessary.

   c. Invoice property owners for scheduled inspections using workflow processes in the Client's software system or by first class mail as necessary.

   d. Coordinate with the Client's finance and/or building department for receipt of fees.

   e. Issue rental housing Certificates of Compliance upon successful completion of inspections, payment of fees, and receipt of required documentation.

   f. Monitor inspector schedules and inspection results to verify completeness and handle any technical or follow-up services needed.

   g. Receive phone calls, meet with property owners, and answer administrative, code and technical questions.

   h. Provide financial, activity and inspection reports to the Client on forms agreed to by the Client.

   i. Receive and respond to any FOIA requests, complaints or similar matters. FOIA requests will be responded to under direction of the City Clerk's Office.

   j. Prepare and maintain records for rental buildings, dwelling units, and accessory facilities including inspection history, communication, and other pertinent information.

2. **Residential Exterior Home Sales Administrative Services**

   a. Receive and process applications to inspect and certify residential homes for sale to include data entry and creation of appropriate sub-address records in the Client's BS&A software system for recordkeeping purposes.

   b. Schedule inspections and reinspections as necessary.

   c. Invoice property owners for scheduled inspections using workflow processes in the Client's software system or by first class mail as necessary.

   d. Coordinate with the Client's finance and/or building department for receipt of fees.

   e. Collect and manage funds to be held in escrow accounts pending repair and correction of code violations.

   f. Issue Certificates of Compliance upon successful completion of inspections, payment of fees, and receipt of required documentation.

   g. Receive phone calls, meet with property owners, and answer administrative, code and technical questions.

3. **Property Maintenance Inspection Services**

   a. The Consultant agrees to perform property maintenance code inspections of registered Multifamily and Mobile Home rental buildings and dwellings and the exterior of Residential Homes for Sale on a scheduled basis during Client's regular business hours or as otherwise mutually agreed upon.

   b. The Consultant agrees to enforce the Client's property maintenance code, which is currently the 2021 International Property Maintenance Code as amended.

   c. The Consultant shall make referrals to the Client's Building Department when necessary. The Client's Building Official shall make the final determination regarding building or property maintenance code and permit requirements.

4. **General Conditions**

   a. Quality of Services under this agreement shall be of the level of professional quality performed by experts regularly rendering this type of service.

   b. The Consultant shall perform its Services in compliance with all applicable laws, ordinances, standards, and regulations.

c. The Consultant agrees to perform administration, inspection, supervision, and monitoring services for the City within an area of the City Offices determined by the Client and/or on a remote basis as mutually agreed upon with the Client during regular business hours.

d. Access to City Offices by Consultant shall be limited to the normal business hours of the City except under circumstances with prior permission granted by the City Administrator.

e. Consultant shall make available trained staff capable of filling in for regular staff when illness, emergency or vacation require an absence of the regular staff.

The remainder of this page is intentionally left blank.

EXHIBIT B
RATES AND FEES

Administrative Office Staffing

The City's office will be staffed five (5) days per week during regular business hours to administer the Rental and Home Sale programs. The Consultant shall charge retainer fees as shown in the chart below:

	2026-27	2027-28	2028-29
Administrative Office Staffing Retainer	$5,950	$6,250	$6,410

Inspection Service Fees

REGISTRATIONS PROCESSED			
	2026-27	**2027-28**	**2028-29**
Mobile Homes (per structure)	$105	$110	$113
Duplex 2-Family Structure	$155	$163	$167
Multifamily Buildings Up To 6 Floors	$155 per bldg	$163 per bldg	$167 per bldg
Multifamily Buildings More Than 6 Floors	$263 per bldg	$276 per bldg	$283 per bldg
Change Of Ownership Or Agent	$50 per bldg	$50 per bldg	$50 per bldg
INSPECTIONS COMPLETED			
	2026-27	**2027-28**	**2028-29**
Residential Exterior Home Sale	$80	$83	$85
Mobile Home Rental Unit – Interior & Exterior	$132	$138	$142
Two-Family Duplex Structure - Exterior Bldg & Grounds	$80	$83	$85
Two-Family Duplex Structure - Interior per Dwelling Unit	$80	$83	$85
Multifamily - Building Exterior & Grounds / Up to 3 Floors	$132 each Building	$138 each Building	$142 each Building
Multifamily - Building Exterior & Grounds / 4 to 6 Floors	$210 each Building	$221 each Building	$227 each Building
Multifamily - Building Exterior & Grounds / More than 6 Floors	$420 each Building	$441 each Building	$452 each Building
Multifamily - Dwelling Unit	$80 each apartment dwelling	$83 each apartment dwelling	$85 each apartment dwelling

Multifamily - Accessory Facilities (mechanical/laundry/recreation, etc.)	$80 each separate facility	$83 each separate facility	$85 each separate facility
Multifamily - Accessory Facilities (mechanical/laundry/recreation, etc.)	$80 each separate facility	$83 each separate facility	$85 each separate facility
Re-Inspections (all)	$63 each re-inspection to verify compliance	$66 each re-inspection to verify compliance	$68 each re-inspection to verify compliance
Document Verification (as required to certify)	$32	$33	$34
Furnace/Boiler Certification by Licensed Mechanical Contractor	Licensed Contractor at Owner's Expense	Licensed Contractor at Owner's Expense	Licensed Contractor at Owner's Expense
MISCELLANEOUS FEES			
Late Cancellation <72 hrs notice	$26	$28	$29
Appointment No Show/Lock Out	Equal to scheduled inspection fee	Equal to scheduled inspection fee	Equal to scheduled inspection fee
Tenant Complaint Response/Inspection	$80 Billed to Tenant if No Code Violation Verified	$83 Billed to Tenant if No Code Violation Verified	$85 Billed to Tenant if No Code Violation Verified
Tenant Complaint Re-Inspection	$80 Billed to Owner if Code Violation Verified	$83 Billed to Owner if Code Violation Verified	$85 Billed to Owner if Code Violation Verified
Failure to Register Penalty	$263 per Structure + required inspection fees	$276 per Structure + required inspection fees	$283 per Structure + required inspection fees
Administrative Inspection Warrant	$315 Per Premises + required inspection fees	$330 Per Premises + required inspection fees	$338 Per Premises + required inspection fees

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer

City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President
CHRISTIAN GRAZIANI
KAREN E. GEORGE
PRISCILLA AYRES-REISS
PHILLIP J. RAUCH
ADRIENE PRICE
ED GAWLIK JR.

July 30, 2026

To the Honorable
City Council
Southgate, Michigan 48195

Re: Approve Quote for Ice Arena B Tube Heater Replacement **(WAIVER OF BID)**

Ladies and Gentlemen:

It is recommended by the Parks & Recreation Director and I concur with her recommendation to waive the bid process and approve the quote for ice arena B tube heater replacement from Flo-Aire Heating and Cooling in the amount of $5,557.00 to replace the existing tube heater in the arena B bleachers.

Funds are available in the Parks & Recreation Millage fund.

Your favorable consideration of this matter is requested.

Sincerely,

Joseph G. Kuspa
Mayor

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

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
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CHRISTOPHER P. ROLLET
Treasurer

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PRISCILLA AYRES-REISS
PHILLIP J. RAUCH
ADRIENE PRICE
ED GAWLIK JR.

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Douglas Drysdale, Assistant City Administrator / Finance Director DWD

DATE: July 29, 2026

RE: Recommendation for Approval of Quote for Ice Arena B Tube Heater Replacement **(WAIVER OF BID)**

I have reviewed the above with the Parks & Recreation Director and concur with her recommendation to waive the city bid process and approve Quote #2956 from Flo-Aire Heating & Cooling (Southgate MI) in the amount of $5,557.00 to remove and replace the existing tube heater in the Arena B bleachers.

Flo-Aire is the city's approved contractor for heating & cooling services.

Sufficient funds are available in the Parks & Recreation Millage Fund for this repair.

Proposed Motion

Waive the city bid process and approve Quote #2956 from Flo-Aire Heating & Cooling in the amount of $5,557.00 to remove and replace the existing tube heater in the Ice Arena B bleachers.

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

Southgate Michigan
PARKS & REC
14700 Reaume Parkway—Southgate, MI 48195 (734)258-3035

To: Dan Marsh, City Administrator

From: Julie Goddard, Parks & Recreation Director

Date: August 1st, 2026

Re: Flo-Aire Tube Heater Replacement

The Ice Arena is in need of a replacement of a tube heater in Arena B bleachers.

Quote #2956 is for $5,557.00, to remove and properly dispose of the existing tube heater and tie the new on into the existing gas, electrical and venting.

It will include five years on tubes and one year on parts by manufacturer and also one year on labor by Flo-Aire. The existing heater is approx. 25 years old.

It is my recommendation to the Administration and Council that we waive the bid and have our current approved vendor, Flo-Aire Heating & Cooling perform the replacement of the tube heater for $5,557.00

There are sufficient funds available in the Parks & Recreation Millage Fund.

Respectfully Submitted,

Julie Goddard

Julie Goddard
Parks & Recreation Director
City of Southgate

QUOTE #2956

SENT ON:

Jul 22, 2026

RECIPIENT:

The City of Southgate D.P.S.

14719 Schafer Ct.
Southgate, MI 48195

Phone: 734-341-9477

SERVICE ADDRESS:

14700 Reaume Parkway, Civic Cir.
Southgate, MI 48195

SENDER:

Flo-Aire Heating & Cooling

15761 Eureka Road
Southgate, Michigan 48195

Phone: 734-285-1809
Email: estimating@flo-aire.com
Website: https://floaireheatingcooling.com/

Product/Service	Description	Qty.	Unit Price	Total
Tube heater Replacement	We will remove & properly dispose of existing tube heater Model # HL-2 50-200N SERIAL # 0104 INTL 33390 0002 We will install new Re-Verber-Ray 50' tube heater Model # HL3 50-200/145 N tie to existing gas Electrical & Venting Warranty 5 years on tubes by Mfg. 1 year on parts by Mfg. 1 year on Labor by Flo-aire Note EXISTING unit is Aprox. 25 years old	1	$5,557.00	$5,557.00

Total **$5,557.00**

Reviews

Brian Batko

Fast, friendly service as always!!

Varanya Vongpunsawad

Nice job and very professional

C Dog

QUOTE #2956

SENT ON:

Jul 22, 2026

This quote is valid for the next 15 days, after which values may be subject to change.

Payment due in full upon completion.

Credit & Debit Card Processing Fee Notice
If you choose to pay by credit or debit card, a 3% processing fee will be applied to your total. This fee is set by the payment processor and helps cover the cost of card transactions.

*Cash and checks are always welcome. Please note, there is a $30.00 fee for returned checks.

***Flo-Aire is not liable for theft or damage after equipment is set in place.

Signature: _____ **Date:** _____

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer

City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President
CHRISTIAN GRAZIANI
KAREN E. GEORGE
PRISCILLA AYRES-REISS
PHILLIP J. RAUCH
ADRIENE PRICE
ED GAWLIK JR.

July 30, 2026

To the Honorable
City Council
Southgate, Michigan 48195

Re: Approve Quote for Ice Arena Boiler Bracket Assemblies Replacement **(WAIVER OF BID)**

Ladies and Gentlemen:

It is recommended by the Parks & Recreation Director and I concur with her recommendation to waive the bid process and approve the quote for ice arena boiler bracket assemblies replacement from Flo-Aire Heating and Cooling in the amount of $3,578.00 to remove and replace the bracket assemblies.

Funds are available in the Parks & Recreation Millage fund.

Your favorable consideration of this matter is requested.

Sincerely,

Joseph G. Kuspa
Mayor

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

JOSEPH G. KUSPA
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JANICE M. FERENCZ
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ED GAWLIK JR.

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Douglas Drysdale, Assistant City Administrator / Finance Director DWD

DATE: July 29, 2026

RE: Recommendation for Approval of Quote for Ice Arena Boiler Bracket Assemblies Replacement **(WAIVER OF BID)**

I have reviewed the above with the Parks & Recreation Director and concur with her recommendation to waive the city bid process and approve Quote #3551 from Flo-Aire Heating & Cooling (Southgate MI) in the amount of $3,578.00 to remove and replace two boiler bracket assemblies in the ice arena.

Flo-Aire is the city's approved contractor for heating & cooling services.

Sufficient funds are available in the Parks & Recreation Millage Fund for this repair.

Proposed Motion

Waive the city bid process and approve Quote #3551 from Flo-Aire Heating & Cooling in the amount of $3,578.00 to remove and replace two boiler bracket assemblies in the ice arena.

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

Southgate Michigan
PARKS & REC
14700 Reaume Parkway—Southgate, MI 48195 (734)258-3035

To: Dan Marsh, City Administrator

From: Julie Goddard, Parks & Recreation Director

Date: August 1st, 2026

Re: Flo-Aire Boiler Bracket Assemblies Replacement

Two boiler bracket assemblies located above the Zamboni Room in the Ice Arena have failed.

Flo-Aire has provided the attached Quote #3551 for $3,578.00, to remove and replace the two bracket assemblies. The existing motor couplings and impellers will be reused. The boilers are currently turned off in order to eliminate the leaking of the water from the ceiling in the Zamboni Room.

It is my recommendation to the Administration and Council that we waive the bid and have our current vendor, Flo-Aire Heating & Cooling perform the replacement of the boiler bracket assemblies for a total $3,578.00.

There are sufficient funds available in the Parks & Recreation Millage Fund.

Respectfully Submitted,

Julie Goddard

Julie Goddard
Parks & Recreation Director
City of Southgate

QUOTE #3552

SENT ON:

Jul 24, 2026

RECIPIENT:

The City of Southgate D.P.S.

14719 Schafer Ct.
Southgate, MI 48195

Phone: 734-341-9477

SERVICE ADDRESS:

14700 Reaume Parkway, Civic Cir.
Southgate, MI 48195

SENDER:

Flo-Aire Heating & Cooling

15761 Eureka Road
Southgate, Michigan 48195

Phone: 734-285-1809
Email: estimating@flo-aire.com
Website: https://floaireheatingcooling.com/

Product/Service	Description	Qty.	Unit Price	Total
Thrush Bracket Assemblies	We will Remove and replace two Bracket Assemblies (Bearing Assembly) on the pumps for the boilers we will reuse existing motors couplings and impellers Warranty 1 year on Parts by Mfg. 30 days on labor by Flo-aire Wiil take Aprox. 10 buisness days to get parts These pumps are for the boilers that provide hot water for the Zamboni Thrush pumps Model # 1410-900	1	$3,578.00	$3,578.00

Total **$3,578.00**

QUOTE #3552

SENT ON:

Jul 24, 2026

Reviews

Loree Collett

We had our furnace and air conditioner replaced. Mlke and Ethan were our installation team and were delightful! They are GREAT representatives for the company and wonderful young men who were respectful of our home. They explained the process for the two day installation and encouraged us to ask any questions. We got a call each morning so we knew when they would arrive. Overall our experience from the call to ask questions about options for replacements , getting quotes, making the decision to purchase, to Mike and Ethan installing our fur...

Mark Hastings

The guys did a great job in my AC install. They were there on time, completed work in a reasonable amount of time, cleaned up after themselves and reviewed the job when they were complete. You can't ask for anything better.

Julie Picknell

Hard working...honest...respectful

This quote is valid for 15 days. Pricing is subject to change after this period.

Payment Terms: Due Upon Receipt
-Cash payments must be for the exact amount. Installers do not carry cash or change for safety reasons.
-A 3% processing fee applies to all credit and debit card payments.
-Checks are accepted. A $30 fee will be charged for any returned check.
-Balances not paid within thirty (30) days are subject to a 1.5% monthly late fee, plus any applicable collection and attorney fees.

All pets must be secured prior to and during service for the safety of our team and your animals.

**Flo-Aire is not responsible for theft or damage once equipment has been delivered and set in place.

Signature: _____ **Date:** _____

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer

- CITY COUNCIL -

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Council President
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PRISCILLA AYRES-REISS
PHILLIP J. RAUCH
ADRIENE PRICE
ED GAWLIK JR.

City of Southgate

July 29, 2026

To the Honorable
City Council
Southgate, Michigan 48195

Re: Approve Quote for Ice Arena Hot Water Heater Replacement **(WAIVER OF BID)**

Ladies and Gentlemen:

It is recommended by the DPS Director and I concur with his recommendation to waive the bid process and approve the quote from Quint Plumbing and Heating for the replacement of the hot water heater in Ice Arena A, in the amount of $9,991.30.

Funds are available in the Parks and Recreation Millage Fund.

Your favorable consideration of this matter is requested.

Sincerely,

Joseph G. Kuspa
Mayor

NORMA J. WURMLINGER MUNICIPAL BUILDING
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JOSEPH G. KUSPA
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PHILLIP J. RAUCH
ADRIENE PRICE
ED GAWLIK JR.

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Douglas Drysdale, Assistant City Administrator / Finance Director DWD

DATE: July 29, 2026

RE: Recommendation to Approve Quote for Ice Arena A Hot Water Heater Replacement **(WAIVER OF BID)**

I have reviewed the above with the Parks & Recreation Director and concur with her recommendation to waive the city bid process and approve the quote from Quint Plumbing & Heating (Wyandotte MI) for the replacement of a hot water heater in Ice Arena A, in the amount of $9,991.30.

Quint Plumbing & Heating is the city's approved contractor for plumbing services.

Sufficient funds are available in the Parks & Recreation Millage Fund.

Proposed Motion

Waive the city bid process and approve the quote from Quint Plumbing & Heating for the replacement of a hot water heater in Ice Arena A, in the amount of $9,991.30.

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

Southgate Michigan
PARKS & REC
14700 Reaume Parkway—Southgate, MI 48195 (734)258-3035

To: Dan Marsh, City Administrator

From: Julie Goddard, Parks & Recreation Director

Date: August 1st, 2026

Re: Hot Water Heater - Quint Plumbing & Heating

The Ice Arena needs to have the hot water heater on the mezzanine in Arena A replaced.

The existing hot water heater is currently leaking into the Zamboni room underneath it.

I am asking that we waive the bid and have Quint Plumbing & Heating, our current vendor, replace the tank for $9,991.30.

There are sufficient funds available in the Parks & Recreation Millage Fund.

Respectfully Submitted,

Julie Goddard

Julie Goddard
Parks & Recreation Director
City of Southgate

Quint Plumbing & Heating, Inc

4144 6th Street Wyandotte, MI 48192

Phone: 734-281-1153 **Email: admin@quintplumbing.com**

City of Southgate

Civic Center

Attn: Jerry Stacy

7/30/2026

We are pleased to offer the following estimate to furnish and install a 100-gallon 199,000 BTU water heater and all the necessary parts + hardware. The following price includes labor and material/parts needed.

Total - $ 9,991.30

All estimates figure work be scheduled and completed during normal business hours. Monday-Friday 7:30am-4pm. This estimate is only valid for 15 days. Any approval after the 15-day mark will have to be re-evaluated.

Please see the following page for additional important information.

Customer Initial: _____ Date: _____

Quint Plumbing & Heating, Inc

4144 6th Street Wyandotte, MI 48192

Phone: 734-281-1153 **Email: admin@quintplumbing.com**

Prior to the start of work, we will need a signed copy of the estimate, as well as, a 50% deposit if total estimate of work is exceeding $1,000. Signed copies can be sent back via email, mail, or by dropping it off at our office. Deposits can be paid via check, cash, or card.

Any additional items found due to pre-existing code violations/conditions that need to be repaired/replaced will incur additional cost that will be tracked at time and material. This estimate is limited to the scope of work stated. It does not include any unforeseeable issues/changes to the work, any additional cost of material and/or labor, etc. that might be uncovered while our crew is there. If any issues/changes occur, it can be discussed with the owner/responsible party so they are made aware.

This estimate assumes that the work area will be easily accessible and free/clear of clutter and debris. If the area is not easily accessible, the start of work may be delayed. If the area is then requested to be cleared by Quint Plumbing or an outside contractor organized by Quint Plumbing, the work will then be performed at a time and material basis.

There will be no lawn, landscaping, fence, tile, flooring, black top, driveway, concrete, sidewalk restoration/replacement. No electrical is included unless otherwise stated.

If you should have any further questions, please feel free to give our office a call.

Sincerely,

Quint Plumbing

Customer Signature/Approved By: _____ Date: _____

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer

City of Southgate

- CITY COUNCIL -

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PRISCILLA AYRES-REISS
PHILLIP J. RAUCH
ADRIENE PRICE
ED GAWLIK JR.

July 29, 2026

To the Honorable
City Council
Southgate, Michigan 48195

Re: Approve Quote for Garage In-Ground Vehicle Hoist Repair **(WAIVER OF BID)**

Ladies and Gentlemen:

It is recommended by the DPS Director and I concur with his recommendation to waive the bid process and approve the quote from Allied Incorporated, Ann Arbor, Michigan for repairs to the garage in-ground vehicle hoist, in the amount of $2,813.33.

Funds are available in the Garage Department Budget.

Your favorable consideration of this matter is requested.

Sincerely,

Joseph G. Kuspa
Mayor

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

JOSEPH G. KUSPA
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ED GAWLIK JR.

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Douglas Drysdale, Assistant City Administrator / Finance Director DWD

DATE: July 29, 2026

RE: Recommendation to Approve Quote for Garage In-Ground Vehicle Hoist Repair **(WAIVER OF BID)**

I have reviewed the above with the DPS Director and concur with his recommendation to waive the city bid process and approve the quote from Allied Incorporated (Ann Arbor MI) for repairs to the garage in-ground vehicle hoist, in the amount of $2,813.33.

Sufficient funds are available in the General Fund – Garage Dept budget.

Proposed Motion

Waive the city bid process and approve the quote from Allied Incorporated for repairs to the garage in-ground vehicle hoist, in the amount of $2,813.33.

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

DEPARTMENT OF PUBLIC SERVICES

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

Memorandum

To: The Honorable Mayor and Members of City Council

From: Phil Ferro, DPS Director

Date: July 21, 2026

Re: Request for Waiver of Bid – In-ground Hoist Repair

The Department of Public Services is requesting a bid waiver in the amount of $2,813.33 to repair the in-ground heavy duty truck hoist. The hoist is required to continue repair on our dump trucks and heavy equipment and is currently a safety concern for our mechanics. Allied Incorporated is our current equipment repair contractor and has been for the last several years.

I recommend the City waive the bid process and approve Allied Incorporated to repair the in-ground hoist. I respectfully request this item be placed on the City Council agenda for the next meeting, for purposes of bid waiver and purchase approval.

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

Enclosure

240 Metty Dr. Suite D
Ann Arbor, MI 48103
Phone: 734.260.2090
E-Mail: skirk@alliedequip.com

QUOTATION

QUOTATION PREPARED FOR:

Customer: Southgate, City Of — REF WO-5399
Address: 14719 Schafer Court Southgate, MI 48195
Phone: (734) 216-5639 Fax: Attn: Jason Kujat
Email: jkujat@southgatemi.gov

ITEM	QTY	PRICE EA	AMOUNT
Lift #2			
Long Aluminium Control Core Kit	2	$ 236.74	$ 473.48
Oil Valve Gasket	3	$ 10.36	$ 31.08
Long Aluminium Feed Core Kit	1	$ 292.27	$ 292.27
Oil Valve Steam Seal	3	$ 21.78	$ 65.34
Oil Valve Protector Cap	3	$ 6.22	$ 18.66
8" Front Axle Roller Kit	2	$ 553.75	$ 1,107.50

Date: 6.18.26 revised 7.22.26				Sub Total:	$ 1,988.33
Prepared by: Sherry Kirk	Reviewer:	PO		Supplies:	$ 30.00
Project: Repairs				Labor/Travel:	$ 795.00
Salesperson: Nick Lewandowski				Freight:	included
Pricing Valid Until: 30 Days				Sales Tax:	exempt
Payment Terms: Net 30				Total:	$ 2,813.33

ALL Quotes/Invoices ARE SUBJECT TO A POTENTIAL TARIFF AS A RESULT OF TARIFFS IMPOSED BY THE U.S. GOVERNMENT EXECUTIVE ORDERS

TO AUTHORIZE ACCEPTANCE OF THIS QUOTATION, PLEASE SIGN AND RETURN TO ALLIED INC.

I'VE READ THE TERMS AND CONDITIONS THAT ACCOMPANY THIS QUOTATION . (SEE PAGE 2)

CUSTOMER'S AUTHORIZED SIGNATURE _____ PRINT NAME _____ DATE _____

THANK YOU FOR THE OPPORTUNITY TO MEET YOUR BUSINESS REQUIREMENTS

STANDARD TERMS AND CONDITIONS APPLY TO QUOTATION

CREDIT POLICY

All charges and fees pursuant to this estimate are subject to credit approval and will be invoiced in accordance with Allied's normal credit policy. Unless other payment arrangements have made with Allied, payment for equipment or services shall be due upon receipt of said equipment or service.

ACCEPTANCE CLAUSE

Acceptance of this estimate shall constitute and unconditional acceptance by the purchaser of all terms and conditions contained herein, and a waiver by purchaser of any conflicting or additional provisions contained in any of the purchaser's documents pertaining to this transaction.

WARRANTY

Allied provides a "LIMITED WARRANTY" with respect to its labor, and will correct any labor deficiency with out charge, but this warranty shall be effective only for thirty (30) days after said labor is performed. Allied does not provide any warranty for parts or equipment. The same being provided by manufacturer of the parts or equipment, pursuant to the manufacturer's published warranty policy, if any.

SOIL CLAUSE

Underground installations are based on normal soil conditions and on the assumption that there are no underground utility lines or obstructions. You are responsible for locating any such utility lines and calling them to our attention; and in the event that we inadvertently encounter the same, you will be responsible for all resulting damages. Further, if any underground obstructions are encountered that would delay excavation or assembly, such as junk fill or rock or rock-like strata, old foundations, frost, water pipes, drains, sewer lines or other crock work, electrical lines or conduit, gas, air, or oil lines, or if any excessive conditions such as sand or water or water/sand are encountered that would cause cave-ins, or necessitate the pumping of water, or additional forming and/or fill in order to complete the specified installation, then additional charges will be made on a time-and-materials basis. If a surface-mounted lift is installed using an existing floor or slab, you will be responsible for any problems, such as lifting, tilting or collapse resulting from cracking or other failure of the floor slab.

EXPIRATION

Unless otherwise specified, this estimate will expire in 30 days.

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer

- CITY COUNCIL -

ZOEY KUSPA
Council President
CHRISTIAN GRAZIANI
KAREN E. GEORGE
PRISCILLA AYRES-REISS
PHILLIP J. RAUCH
ADRIENE PRICE
ED GAWLIK JR.

City of Southgate

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator

Date: July 28, 2026

Re: First Reading of Rezoning of 15468 Northline

Included in your packet is the City Planner's analysis and recommendation for the rezoning of 15468 Northline from RO-1 (Restricted Office) to C-2 General Business. A public hearing was held at the July 13, 2026 Planning Commission Meeting regarding the rezoning. After the public hearing, the Planning Commission concurred with the City Planner's recommendation, and unanimously voted to recommend approval of the rezoning to City Council.

As this is the first reading, no motion is required.

If you have any questions please contact me.

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14400 DIX-TOLEDO ROAD • SOUTHGATE, MICHIGAN 48195 • 734-258-3022 • FAX: 734-246-1414

Carlisle | Wortman
ASSOCIATES, INC.
117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: July 6, 2026

REZONING ANALYSIS
City of Southgate

Applicant:	Legacy Properties Acquisitions 15450 Northline, Ste 102 Southgate, MI 48195
Property Address:	15468 Northline Southgate, MI 48195
Property I.D. #:	53-002-01-0040-000
Current Zoning:	RO-1, Restricted Office
Requested Zoning:	C-2, General Business
Required Information:	Provided below.

DESCRIPTION

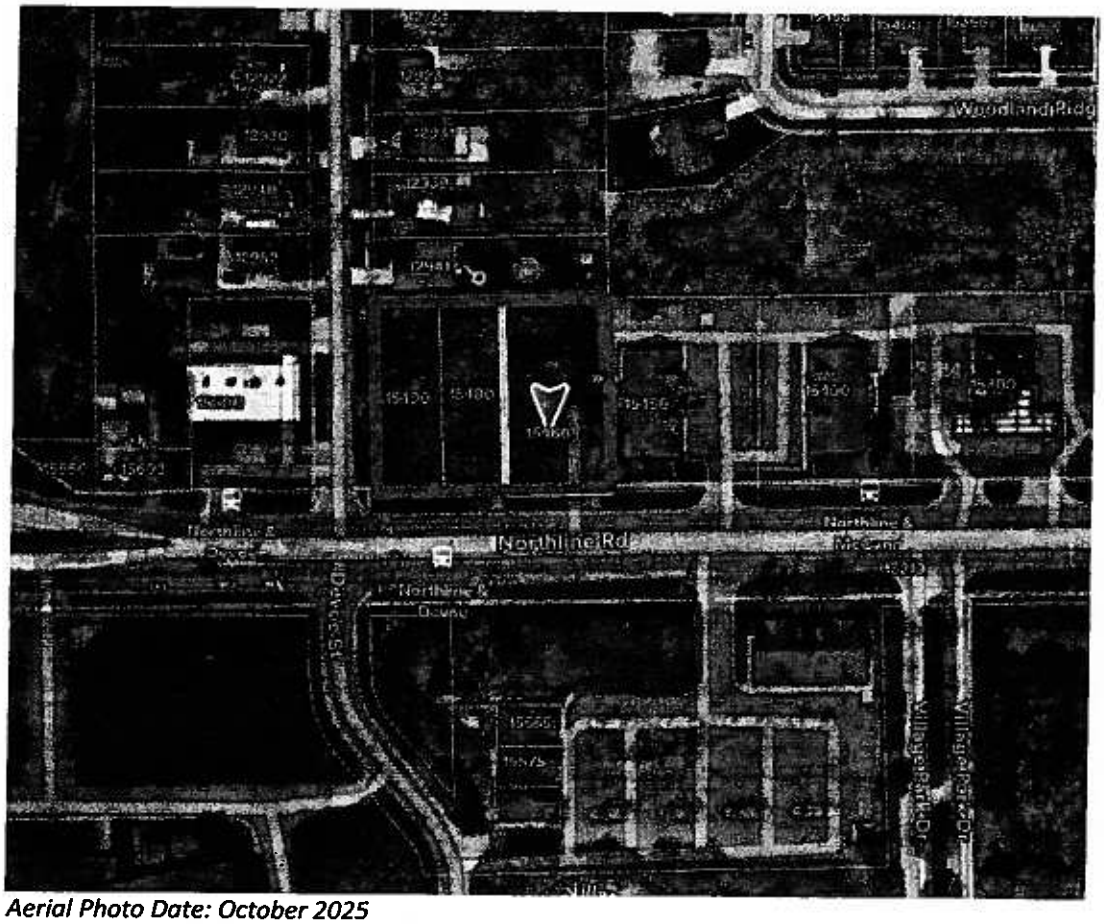
The City is in receipt of a rezoning application for the above-mentioned address. The nature of the request as stated in the application is to rezone the property from RO-1, Restricted Office to C-2, General Business, to allow for a neighborhood commercial plaza, with possible tenants including restaurants, coffee shops, retail stores, fitness studios, etc. The property has been and is currently vacant.

The role of the Planning Commission in relation to the requested rezoning is to review the application based on the current Master Plan and the standards of rezoning outlined later in this report. A recommendation of approval or denial is then forwarded to City Council, who will make a final determination on the rezoning. When reviewing the rezoning application, the Planning Commission and City Council must consider all permitted and conditional uses allowed in the C-2 District, rather than what is proposed by the applicant.

If the City approves the rezoning, the applicant, or any future applicant, will be required to submit a detailed site plan to the Building Department for review and approval of any future proposed uses. At that time, the City will review specific design requirements such as landscaping, lighting, circulation and building elevations.

Benjamin R. Carlisle, *President* John L. Enos, *Vice President*
Paul Montagno, *Principal* Megan Masson-Minock, *Principal* Laura Kreps, *Principal* Brent Strong, *Principal*
David Scurto, *Principal* Sally M. Elmiger, *Principal* Craig Strong, *Principal* Douglas J. Lewan, *Principal*
Richard K. Carlisle, *Past President/Senior Principal* R. Donald Wortman, *Past Principal*

Figure 1 – Aerial View of Property



Aerial Photo Date: October 2025

SURROUNDING ZONING AND LAND USE

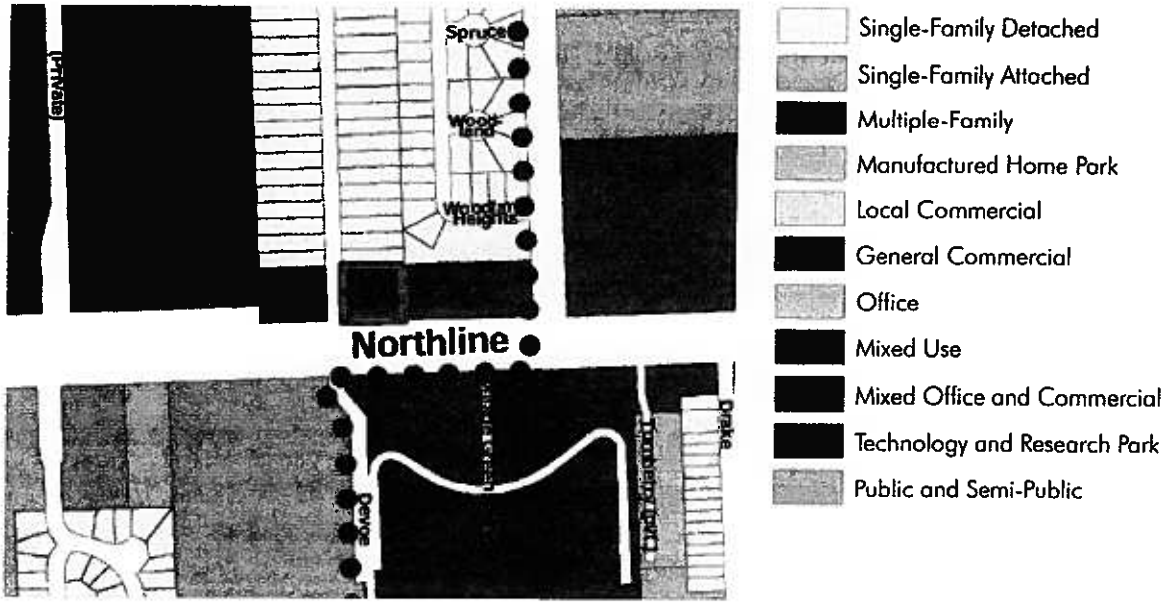
Neighboring zoning, land use, and current Master Plan designation are summarized in the following chart:

	Existing Land Use	Current Zoning	Future Land Use
Site	• Vacant	• RO-1, Restricted Office	• Mixed Office and Commercial
North	• Single-family homes	• R-1B, One Family Residential	• Single-Family Detached
East	• Medical offices	• RO-1, Restricted Office	• Mixed Office and Commercial
West	• Commercial	• RO-1, Restricted Office	• Mixed Office and Commercial
South	• Preschool	• RO-1, Restricted Office	• Mixed Office and Commercial

MASTER PLAN CONSIDERATIONS

The Future Land Use Map of the Southgate Master Plan has designated the subject property for Mixed Office and Commercial. This land use category is found on properties that have frontage along Dix-Toledo, Northline, and Fort Street. The future land use category includes *"A combination of land use types that complement each other within a specific area. However, it is intended that the Mixed Office and Commercial category be occupied predominantly by office and* ***commercial establishments.****"*

Figure 2 – Future Land Use Map



As described in the Master Plan, commercial development is an essential element of the City's economic base. Commercial establishments provide goods and services to consumers, promote economic stability, and generally enhance the quality of life for area residents. Several goals and objectives in the Master Plan encourage non-traditional economic development initiatives to encourage commercial development that provides a positive contribution to the local tax base. The Master Plan encourages the provision of reasonable opportunities for the establishment of commercial uses that meet the demonstrated market needs of City residents.

The proposed rezoning appears to be in conformance with the future land use map and the proposed zoning district contains uses compatible with Mixed Office and Commercial land use designation and the economic development policies of the Master Plan.

DEVELOPMENT POTENTIAL

Listed below are the permitted and conditional land uses of the C-2 District that could potentially be built following the rezoning, if granted.

- Any permitted use within the C-1 District
- Any conditional land use within the C-1 District
- Auto washes when completely enclosed in a building
- Bus stations

- New car sales, showrooms or offices, except trucks and heavy off-road construction equipment
- Service establishments of an electrician, plumber or painter, with no outdoor storage
- Outdoor sale of new or used cars, campers, RVs, mobile homes, and trailer/car rental
- Open front stores
- Drive-in restaurants
- Veterinary hospitals or clinics
- Plant nurseries
- Gasoline stations
- Bowling alleys, indoor archery ranges, indoor tennis courts and indoor skating rinks
- Retail outlets offering alcoholic beverages
- General motor vehicle repair
- Arcades
- Fast food and drive-through restaurants
- Businesses which sell and service electronic equipment for motor vehicles
- Coin-operated car washes
- Theaters, assembly halls, concert halls, or similar places of assembly
- Automotive driving schools

While the uses above may be listed as a permitted or conditional use in the C-2 District, the entire site area measures at just under one (1) acre (0.948 acres). As a result, some uses listed above may not be compatible with the site area. In addition, future development of the site would be subject to applicable site plan review and approval requirements.

REZONING FINDINGS

The following criteria are used to determine the compatibility of a rezoning.

A. Whether the rezoning is consistent with the policies and uses proposed in the City of Southgate Master Plan.

CWA Comment: *The proposed rezoning is consistent with Goal 4 of the Master Plan, which calls for providing an opportunity for the establishment of commercial uses in appropriate areas that provide a positive contribution to the City's tax base, which the applicant should be prepared to elaborate further on. The Northline Corridor is primarily office and commercial oriented, and the C-2 District permits many uses that are compatible with this corridor, as listed above.*

B. Whether all of the uses offered as part of the conditions to the rezoning, or if no specific uses are indicated, all of the uses allowed under the proposed zoning district would be compatible with other zones and uses in the surrounding area.

CWA Comment: *Northline Road is a highly traveled corridor. The character of the surrounding area is predominantly commercial, office, and retail uses along Northline with residential neighborhoods immediately adjacent to the north and south. The proposed C-2 zoning district and its permitted and conditional uses would be compatible with the surrounding area, as any use introduced would be subject to extensive screening measures during site plan review.*

C. Whether any public services and facilities would be adversely impacted by a development or use allowed under the requested rezoning.

CWA Comment: *All necessary public services, utilities, and facilities such as water and sewer are available along Northline. Police and fire services review of any new site construction will be required during site plan review.*

D. Compatibility of the site's physical, geological, hydrological, and other environmental features with the potential uses allowed in the proposed zoning district.

CWA Comment: *The subject site is currently vacant, with no significant natural features present. The property is not located within any floodplains or wetlands. Any future development would be subject to stormwater review and approval by the City Engineer.*

SUMMARY OF FINDINGS

After reviewing the City Master Plan, adjacent zoning districts, and the future land use map for the subject property, we recommend that the Planning Commission recommend approval of the requested rezoning to City Council.

1. The rezoning is supported by the Master Plan and advances the general and specific economic development policies of the Master Plan. The applicant should be prepared to explain how the rezoning addresses local market needs and provides a positive contribution to the tax base.
2. The rezoning is consistent with the City's Future Land Use Map, as the Mixed Office and Commercial category calls for office and commercial establishments, which the C-2 District allows through its permitted and conditional land uses.
3. Any development of this site for a permitted or conditional use will be subject to site plan review and all applicable requirements of the zoning ordinance.
4. The uses contained in the C-2 District can be served by existing public services and utilities. Any future proposed water or sewer line improvements/connections should be evaluated by the City Engineer and Department of Public Services (DPS).

CARLISLE/WORTMAN ASSOC., INC.
Paul Montagno, AICP
Principal

CARLISLE/WORTMAN ASSOC., INC.
Joe Pezzotti
Community Planner

City of Southgate
Planning Commission Meeting
July 13, 2026

This meeting of the Planning Commission was held in the Municipal Council Chambers, 14400 Dix-Toledo Highway, Southgate, Michigan on Monday, July 13, 2026, and called to order by Chairman James Yoos, at 7:00 p.m.

PRESENT: James Yoos, Jerry Orman, Leticia Wilson, Mark Nemeth, Linda Clark, Eric Codrington, Chad Godbout

ABSENT: Patricia Anderson, Andrew Moul, Linda Clark (all excused)

ALSO PRESENT: City Planner Joe Pezzotti, Building Official Tim Leach, City Attorney Amelia Zelenak, Council Member Priscilla Ayres-Reiss

Agenda:

Moved by Nemeth, supported by Orman, to amend the agenda as follows:

- Move item #1 of "New Business" Conditional Use Review, 14750 Fort to follow "Public Hearing" item #1, Conditional Use Review, 14750 Fort.
- Move item #2 of "New Business" Rezoning Review, 15468 Northline to follow "Public Hearing" item #2, Rezoning Review, 15468 Northline.

MOTION APPROVED UNANIMOUSLY.

Moved by Wilson, supported by Codrington, to approve the Planning Commission Agenda as amended. MOTION APPROVED UNANIMOUSLY.

Minutes:

Moved by Nemeth, supported by Godbout, to approve the Planning Commission Meeting Minutes of June 8, 2026. MOTION APPROVED UNANIMOUSLY.

Administrative Reports:

None.

Public Hearings:

1. Conditional Use Review, John Spreitzer, 14750 Fort Street, Proposed remodel of existing building to two-tenant building to accommodate proposed delivery/carryout pizza establishment.

A PUBLIC HEARING WAS HELD FOR JOHN SPREITZER, 14750 FORT ST. SOUTHGATE, MI 48195, SPECIAL CONDITION USE, PROPOSED REMODEL OF EXISTING BUILDING TO TWO-[JP1]TENANT BUIDLING TO ACCOMMODATE PROPOSED DELIVERY/CARRYOUT PIZZA ESTABLISHEMNT.

Notices were sent out.

Moved by Nemeth, supported by Wilson, to open the Public Hearing.

No public comment was received.

Moved by Nemeth, supported by Godbout, to close the Public Hearing.

2. Rezoning Review, Legacy Properties Acquisition, 15468 Northline Road, Proposed rezoning from RO-1, Restricted Office to C-2, General Business

A PUBLIC HEARING WAS HELD FOR LEGACY PROPERTIES ACQUISITION, 15468 NORTHLINE ROAD, PROPOSED REZONING FROM RO-1, RESTRICTED OFFICE TO C-2,[JP2] GENERAL BUSINESS.

Notices were sent out.

Moved by Nemeth, supported by Wilson, to open the Public Hearing.

No public comment was received.

Moved by Nemeth, supported by Wilson, to close the Public Hearing.

New Business:

1. Conditional Use Review, John Spreitzer, 14750 Fort Street, Proposed remodel of existing building to two-tenant building to accommodate proposed delivery/carryout pizza establishment.

The City is in receipt of a conditional use application for a new pizza delivery/carryout only establishment, located on the corner of Fort and Sycamore Street within an existing building. The parcel is zoned C-2, General Business district where delivery/carryout restaurants are not specifically listed as a permitted or special use. The closest associated use is sit down restaurants, which are listed as a conditional land use within the C-1 district and therefore considered a conditional use in the C-2 district, or a drive-in restaurant which is listed as a conditional use in the C-2.

The size of the subject parcel is 0.26 acres. The site is developed with an existing building and associated 20-space parking. The proposed pizza establishment will utilize one half of the building, currently being used as a smoke shop. The other half of the building is proposed to be a future commercial use, which will be limited to the uses listed in the C-2 District.

Moved by Nemeth, supported by Wilson, to approve a Special Condition Use, for John Spreitzer, 14750 Fort Street, Proposed delivery/carryout pizza establishment, with the following conditions, as noted in the Planner's report:

1. **MDOT permit approval.**
2. **Review and approval of site circulation by Fire Department and Engineer.**
3. **City Engineer approval of proposed utilities.**
4. **Adjust lighting fixtures to 90-degree angle.**
5. **Approval of proposed exterior building materials by the City Building Department.**

MOTION APPROVED UNANIMOUSLY.

2. Rezoning Review, Legacy Properties Acquisition, 15468 Northline Road, Proposed rezoning from RO-1, Restricted Office to C-2, General Business.

The City is in receipt of a rezoning application for the above-mentioned address. The nature of the request as stated in the application is to rezone the property from RO-1, Restricted Office to C-2, General Business, to allow for a neighborhood commercial plaza, with possible tenants including restaurants, coffee shops, retail stores, fitness studios, etc. The property has been and is currently vacant.

Moved by Nemeth, supported by Orman, to recommend approval of the rezoning request to City Council, for Legacy Properties Acquisition, 15468 Northline Road, proposed rezoning from RO-1, Restricted Office to C-2, General Business.

MOTION APPROVED UNANIMOUSLY.

3. Site Plan Review, Superior Allen, LLC, 14005 Allen Road, Proposed multifamily development.

The City is in receipt of a site plan review application for the above-mentioned property. As stated in the application, the applicant intends to utilize the vacant site to develop *"...seven ranch style units with attached garage[s]"*. The proposal includes 2 multi-family buildings, one with 3 units and the other with 4 units. The site was recently rezoned to the RM, Multiple Family Residential District, where attached multi-family housing is listed as a permitted use in the district, which requires review and approval of a submitted site plan by the Planning Commission. The proposed development was also recently granted multiple dimensional variances for the following setbacks:

- Forty (40) foot deviation from exterior side yard setback along Allen Road o New setback allowed is ten (10) feet, requirement was fifty (50) feet*
- Fifteen (15) foot deviation from interior side yard setback for eastern property line o New setback is fifteen (15) feet, requirement was thirty (30) feet
- Thirty-five (35) foot deviation from total of both side yard measurements o New measurement is twenty-five (25) feet, requirement was sixty (60) feet

Moved by Nemeth, supported by Godbout, to approve presented site plan, for Superior Allen, LLC, 14005 Allen Road, proposed multifamily development, with the following conditions as noted in the Planner's report:

1. **Separate shared driveway between units 3 and 4.**
2. **Fire Department and Engineer approval of site access and circulation.**
3. **City Engineer review of proposed site utilities.**
4. **Provide fencing details.**
5. **Provide coach light fixture specifications.**
6. **Address floor plan discrepancies noted above.**
7. **Adjust exterior building materials to meet section 1298.17.**
8. **Review and approval of building improvements and materials by City Building Department.**

MOTION APPROVED UNANIMOUSLY.

Old Business:

1. Bacall Development, 15601 Northline Road, Southgate, MI 48195, Planned Development- Site Plan Amendment Review.

An application was received to develop the property located at 15601 Northline Road, which was previously Aquinas High School but has since become vacant. The applicant is requesting to redevelop the site through a series of two (2) phases as part of a planned development (PD), which includes a self-storage facility, multi-family housing, and commercial buildings along Northline Road. The property is currently 38.14 acres in size and has since been rezoned from R-1A, One Family Residential / RO-1 Restricted Office to PD, Planned Development to accommodate the project.

Since the original application in June 2024, the applicant has made site layout revisions and is requesting a site plan amendment to the approved PD plan.

Section 1288.04(d)(4) of the Southgate Zoning Ordinance states that revisions of an approved PD plan can be forwarded back to the City Planning Commission and City Council for review and approval if determined by the Building Department. Phase 1 consists of five (5) multi-family apartment buildings and a self-storage facility, with Phase 2 consisting of four (4) additional multi-family buildings and two retail/commercial buildings with drive-throughs. Any form of outdoor storage is prohibited for the self-storage facility.

After reviewing the site plan, the Planning Commission will forward a recommendation of approval or denial to City Council, which will make a final decision on the amendment. We note the site plan approvals requested consist of final site plan approval for Phase 1, based on revised plans dated May 27, 2026. Review of Phase 2 will not be included in this report.

Moved by Wilson, supported by Nemeth, to recommend approval of Planned Development Site Plan Amendment to City Council, for Bacall Development, 15601 Northline Road, Southgate, MI 48195, Planned Development- Site Plan Amendment Review, with the following conditions as noted in Planner's report:

1. **City Council to determine setbacks and building spacing reductions.**
2. **Increase self-storage parking space lengths to 19 feet.**
3. **Clarify additional 12 parking spaces.**
4. **Add barrier-free space to apartment area.**
5. **City approval of any work to be performed in Devoe Street right-of-way.**
6. **Fire Department review and approval of site access and circulation.**
7. **City Engineer review and approval of site utilities and stormwater management.**
8. **Replace Morning Light Japanese Silver Grass.**
9. **Correct sheet LS-3 note on chain link fence.**
10. **Provide gate details for self-storage entrance.**
11. **Provide total site open space calculations.**
12. **Provide trail maps.**
13. **Provide walking path materials.**
14. **City Council to consider additional amenities.**
15. **Reduce footcandle measurement near apartment entrance along Devoe Street.**
16. **Provide pole-mounted fixture heights.**
17. **Building Department approval of exterior building materials.**
18. **City Council to consider requiring letter of credit.**
19. **Any form of outdoor storage is prohibited.**
20. **Update acreage counts of each phase.**
21. **Clarify intended phase for commercial lots.**

MOTION APPROVED UNANIMOUSLY.

Announcements:

None.

Adjournment:
Moved by Codrington, supported by Nemeth, that this meeting of the Planning Commission be adjourned at 7:41 p.m. MOTION APPROVED UNANIMOUSLY.

_____
James Yoos
Chairman, Planning Commission