Southgate City Council Agenda

Council Chambers

14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday July 21, 2021

WEB MEETING @ https://us02web.zoom.us/j/82519925058
CALL-IN @ + 1-312-626-6799 Passcode:82519925058#

6:30pm **Work Study Session**

1. Officials Reports
2. Discussion of Agenda Items

7:00 pm **Regular Meeting**

Pledge of Allegiance

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

Minutes:
1. Work Study Session Minutes dated July 7, 2021
2. Regular City Council Meeting Minutes dated July 7, 2021

Scheduled Persons in the Audience:
Consideration of Bids:

Scheduled Hearings:

Communications "A" –

1. Memo from Administrator; Re: Road Millage Renewal Resolution — Page 5
2. Memo from Administrator; Re: Comcast Agreement — Page 7
3. Memo from Administrator; Re: Tax Foreclosed Property in Southgate — Page 21
4. Letter from Mayor; Re: Purchase of Grounds Mower for South Winds Golf Course **(Waiver of Bid)** — Page 27

Communications "B" – (Receive and File)
Ordinances:
1. Second Reading Ordinance Chapter 679 – "Shopping Cart Regulation" — Page 33

Old Business:
New Business:
Unscheduled Persons in the Audience:
Claims & Accounts: Warrant #1429 $1,827,698.90

Adjournment:

Janice M. Ferencz

Janice M. Ferencz, City Clerk

City Council

Work Study Session

July 7, 2021

An Informal Meeting of the Council of the City of Southgate was held on July 7, 2021 at 6:30 P.M ***(Due to the Covid-19 virus, this meeting was via Zoom pursuant to our Local State of Emergency to co-inside with Wayne County.***

Present:	Bill Colovos (Southgate), Mark Farrah (Southgate)John Graziani (Southgate), Dale Zamecki (Southgate)
Absent:	*Karen George, *Phil Rauch, *Chris Rollet, *excused
Also Present:	Mayor Joseph G. Kuspa, City Administrator Dustin Lent, City Attorney Brandon Fournier, Assistant City Administrator/Finance Director David Angileri, City Clerk Janice Ferencz, City Engineer John Hennessey, Public Safety Director Joseph Marsh, Police Chief Mark Mydlarz, Fire Chief Marc Hatfield, Acting DPS Director Kevin Anderson, Building Inspections Director Tim Leach

Discussed the following agenda items:

- Shopping Cart Regulation Ordinance
- 2nd reading/adoption of Begging in Public Places Ordinance
- Discussion on returning to live City Council Meetings (tabled until all Council Members present

This meeting ended at 6:46 pm.

City of Southgate
Regular City Council Meeting
July 7, 2021

A Regular Meeting of the Council of the City of Southgate was held on Wednesday, July 7, 2021 and was called to order at 7:00 PM by Council President John Graziani **(DUE TO COVID-19 VIRUS, THIS MEETING WAS HELD VIA ZOOM, PURSUANT TO WAYNE COUNTY AND LOCAL STATE OF EMERGENCY.)**

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

Present:	Bill Colovos (Southgate), Mark Farrah (Southgate), John Graziani (Southgate), Dale Zamecki (Southgate)
Absent:	*Karen George, *Phil Rauch, *Chris Rollet, *excused
Also Present:	Mayor Joseph G. Kuspa, City Administrator Dustin Lent, City Attorney Brandon Fournier, Assistant City Administrator/Finance Director David Angileri, City Clerk Janice Ferencz, City Engineer John Hennessey, Public Safety Director Joe Marsh, Police Chief Mark Mydlarz, Fire Chief Marc Hatfield, Acting DPS Director Kevin Anderson, Building Inspections Director Tim Leach.

Minutes:

Moved by Colovos, supported Zamecki, RESOLVED, that the minutes of the City Council Work Study Session dated June 16, 2021 be approved as presented. Carried unanimously.

Moved by Zamecki, supported by Farrah, RESOLVED, that the minutes of the Regular City Council Meeting dated June 16, 2021 be approved as presented. Carried unanimously.

Moved by Zamecki, supported by Colovos, RESOLVED, that the minutes of the Public Hearing dated June 16, 2021 be approved as presented. Carried unanimously.

Ordinances:

1. Second reading: Proposed Revision of City Ordinance 670.09 "Begging in Public Places", moved by Farrah, supported by Zamecki, RESOLVED THAT the Southgate City Council hereby gives the second reading to adopt an ordinance to the City of Southgate Codified Ordinances amending Ordinance 670.09 BEGGING in Public Places. This ordinance shall otherwise be known as Ordinance 1019.

   Motion carried unanimously.

2. First reading: Proposed Revision of Chapter 679, "Shopping Cart Regulation", Councilman Farrah gave a first reading of an amendment to the Shopping Cart Regulation ordinance.

Claims and Accounts:

Moved by Farrah, supported by Zamecki, RESOLVED, that Claims and Accounts be paid as outlined on Warrant #1428 in the amount of $1,801,695.98.

Motion carried unanimously.

Adjournment:

Moved by Colovos, supported by Zamecki, RESOLVED THAT this Regular Meeting of the Southgate City Council be adjourned at 7:05 P.M. Carried unanimously.

John Graziani
Council President

Janice M. Ferencz
City Clerk

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer

City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI
Council President

MARK FARRAH

KAREN E. GEORGE

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

Memorandum

To: Honorable City Council Members

From: Dustin Lent, City Administrator

Date: July 8, 2021

Re: Road Millage Renewal Resolution

Please review the attached resolution authorizing the proposed proposition regarding the City of Southgate Street Improvement Millage. With adoption of this resolution the language will appear on the November 2, 2021 General Election Ballot.

Your favorable consideration to this matter would be greatly appreciated.

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

CITY OF SOUTHGATE
RESOLUTION

RESOLVED that the Southgate City Council adopts the following resolution authorizing the proposed proposition regarding City of Southgate Street Improvement Millage appear on the November 2, 2021 General Election Ballot:

WHEREAS, the City of Southgate Council deems it necessary for the safety and welfare of the people of the City of Southgate that it continues its program of repairing and upgrading certain public streets and highways of the City, and that the costs of part thereof, be defrayed by a five (5) year extension of the 2 mill levy adjusted to 1.9268 mills for the Constitutional requirements of Headlee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Southgate, being the legislative body of the City of Southgate, hereby determines to submit to the qualified electors of the City of Southgate, at the regular election of November 2, 2021, a millage renewal proposition to authorize a renewal of the 2 mill levy for a period of five (5) years, commencing December 1, 2021 for the sole purpose of reconstruction, resurfacing, repairing or otherwise improving City streets.

BE IT FURTHER RESOLVED that the millage renewal proposition shall read as follows:

CITY OF SOUTHGATE STREET IMPROVEMENT MILLAGE

"Shall the City of Southgate be authorized to renew the 2 mill levy for the construction, reconstruction, resurfacing, repairing and otherwise improving City streets for an additional period of five (5) years beginning December 1, 2021, at an effective rate of 1.9268 mills, which will generate an estimated $1,453,081 in the first year of its levy";

BE IT FURTHER RESOLVED, that said proposal will be printed on the ballot for the November 2, 2021 City of Southgate Regular Election;

BE IT FURTHER RESOLVED, that before submission of said proposal to the voters of the City of Southgate, such proposal shall be published, in full, as part of the official proceedings of the City of Southgate in a newspaper of general circulation within the City.

BE IT FURTHER RESOLVED that said proposal shall be posted, in full, in a conspicuous place at each polling location on November 2, 2021, the date set for the City of Southgate Regular Election.

JOSEPH C. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer

City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI
Council President

MARK FARRAH

KAREN E. GEORGE

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

Memorandum

To: Honorable City Council Members

From: Dustin Lent, City Administrator

Date: July, 6 2021

Re: Comcast Agreement

In 2006 the State of Michigan legislature adopted the Uniform Video Services Local Franchise Act. The purpose of this act was to increase competition and offer a level of local control over the cable providers. Attached please find an extension agreement from Comcast. Our contract from 2011 is set to expire at the end of the year.

This agreement has been drafted in compliance with all state statutes and will ensure no disruption with the current level of service provided to the residents of Southgate. Also, the agreement provides for the continued access to a public, education, and government channel. Comcast has always provided the City and residents a valuable service and high quality access to information technology services.

The City Attorney has reviewed the attached documents and has no objection to the adoption of the agreement. Therefore I respectfully request City Council to authorize the Mayor and Clerk to sign on behalf of the City.

Please do not hesitate to contact me with any additional questions.

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

INSTRUCTIONS FOR
UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.

2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.

3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has <u>120</u> days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

<u>The forms shall meet the following requirements:</u>

- The Provider must complete both the "<u>Uniform Video Service Local Franchise Agreement</u>" and "<u>Attachment 1 - Uniform Video Service Local Franchise Agreement</u>" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. **"<u>Attachment 2 - Uniform Video Service Local Franchise Agreement</u>" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an <u>existing</u> Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)**

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

    1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

        "[insert PROVIDER'S NAME]
        [CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.

3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

- Responses to all questions must be provided and must be amended appropriately when changes occur.

- All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.

- The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.

- For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.

- The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."

- A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.

- For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.

- For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

  Michigan Public Service Commission
  Attn: Video Franchising
  6545 Mercantile Way
  P.O. Box 30221
  Lansing, MI 48909

  Fax: (517) 284-8304

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8100.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq*, (the "Act") by and between the City of Southgate, a Michigan municipal corporation (the "Franchising Entity"), and Comcast of Taylor, LLC, a Delaware Limited Liability Company doing business as Comcast.

I. Definitions

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

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

II. Requirements of the Provider

A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).

B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.

C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.

D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.

E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.

F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.

G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.

   i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.

H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.

I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.

J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.

K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.

L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.

M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.

N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.

B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:

   i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.

   ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.

C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
   i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
   ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
   iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
   iv. Natural disasters
   v. Factors beyond the control of the Provider

E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.

F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.

G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.

B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.

C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."

D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
   i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.

E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.

F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
   i. The authorization or placement of a video service or communications network in public right-of-way.
   ii. Access to a building owned by a governmental entity.
   iii. A municipal utility pole attachment.

G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.

I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.

J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by **(a)** the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or **(b)** the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.

B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act.**

VI. Fees

A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:

- i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
- ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of _______% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers

B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.

C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.

D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.

1. **Gross revenues shall include all of the following:**
   - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
   - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
   - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
   - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
   - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
   - vi. Any advertising commissions paid to an affiliated third party for video service advertising.

2. **Gross revenues do not include any of the following:**
   - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
   - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barters, services, or other items of value shall be included in gross revenue.
viii. Sales of capital assets or surplus equipment.
ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.

E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.

F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.

G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.

H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.

I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within <u>3 years</u> from the date the compensation is remitted.

J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.

K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

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

A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.

B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.

C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.

E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.

F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.

G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
   1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _0_) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
   2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is __0 of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
   3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _-----__% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
   4. An amount agreed to by the Franchising Entity and the video service Provider.

B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.

C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.

D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.

E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.

F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.

G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.

B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

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

XI. Transferability

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

XII. Change of Information

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

XIII. Confidentiality

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

A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.

C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.

B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.

C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.

D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.

E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.

F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.

G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

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

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

City of Southgate:

Attn:

Fax No.:

If to the Provider:
(must provide street address)

1.
41112 Concept Dr.
Plymouth, MI 48170
Attn: VP of Government Affairs
Fax No.: 734-892-2159

2.
2605 Circle 75 Pkwy SE
Atlanta, GA 30339
Attn: Sen. Vice President, Government Relations

3.
One Comcast Center
Philadelphia, PA 19103
Attn: Government Affairs Department

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

XVI. Miscellaneous

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

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

City of Southgate, a Michigan Municipal Corporation	Comcast of Taylor, LLC, a Delaware Limited Liability Company doing business as Comcast
By	By
Print Name	Craig D'Agostini Print Name
Title	Vice President, Government & Regulatory Affairs Title
Address	41112 Concept Drive Address
City, State, Zip	Plymouth, MI 48170 City, State, Zip
Phone	734 359-2240 Phone
Fax	734-892-2159 Fax
Email	Craig_D'agostini@cable.comcast.com Email

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*

Date submitted:	date received
Date completed and approved:	date approved

ATTACHMENT 1

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

Date: June 17, 2021		
Applicant's Name: Comcast of Taylor, LLC		
Address 1: 41112 Concept Dr.		
Address 2		Phone: 734-254-1525
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 38-2287484		

Company executive officers:

Name(s): Craig D'Agostini
Title(s): Vice President of Government & Regulatory Affairs

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

Name: Kyle Mazurek		
Title: Manager, External Affairs		
Address: 41112 Concept Dr., Plymouth, MI 48170		
Phone: 734-359-2308	Fax: 734-892-2159	Email: Kyle_Mazurek@comcast.com

Name: Leslie A. Brogan		
Title: Senior Director, Government Affairs		
Address: 1401 E. Miller Rd., Lansing, MI 48911		
Phone: 734-359-2079	Fax: 517-657-3743	Email: Leslie_Brogan@comcast.com

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

As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.

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

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

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

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

Date:

For All Applications:

Verification

(Provider)

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

Name and Title (printed): Craig D'Agostini, Vice President Government & Regulatory Affairs	
Signature: Craig D'Agostini	*Date:* June 18, 2021

(Franchising Entity)

City of Southgate, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer

City of Southgate
NORMA J. WURMLINGER
MUNICIPAL BUILDING

- CITY COUNCIL -

JOHN GRAZIANI
Council President

KAREN E. GEORGE

MARK FARRAH

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

Memorandum

To: Honorable City Council Members

From: Dustin Lent, City Administrator

Date: July 8, 2021

Re: Tax Foreclosed Property in Southgate

Attached please find a copy of a letter from Eric Sabree, Wayne County Treasurer regarding the above referenced subject. The Administration has identified 2 properties that are vacant in which we are interested:

53-010-03-0223-100	0 Cameron	$1,187.57
53-023-99-0009-001	16265 Dix-Toledo	$10,613.53

Both areas are vacant with no residential lots.

The lot located at Dix-Toledo is connected to the Nature Center and would give access off of Dix-Toledo. This would allow for the potential of a trail head and parking in the future.

The property located on Cameron Street is a retention pond for the echo park sub division. This property was lost from the previous builder and gives the ability for the HOA once established to purchase the property from the city.

Therefore, the Administration respectfully requests the City Council approve purchasing the above referenced five properties from the Wayne County for $11,801.10.

If you have any questions about this recommendation please contact me.

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

Sale No.		Description	FMV	Min Bid Price
T 5399	53-010-03-0223-100	0 CAMERON SOUTHGATE	$11,800.00	$1,187.57

25F VAC STREETS W 1/2 ADJ VAC CAMERON ST 60FT WIDE ADJ TO LOTS 223 AND 224 ALSO THAT PT OF VAC VENNESS ST 60FT WIDE DESC AS BEG DUE W 30FT FROM SW COR LOT 224 TH DUE W 30FT - TH DUE S 60FT - TH DUE E 30FT - TH DUE N 60FT- - TO POB TARABUSI MADORA PARK SUB T3S R10E L58 P45 WCR

T 5400	53-012-02-0026-000	14819 AGNES SOUTHGATE	$15,400.00	$5,599.20

25J26 LOT 26 ALSO W 1/2 ADJ VAC ALLEY TARABUSI EUREKA GARDENS SUB T3S R10E L53 P76 WCR

T 5401	53-023-99-0009-001	16265 DIX-TOLEDO SOUTHGATE	$65,800.00	$10,613.53

35V4A PT OF SW 1/4 SEC 35 T3SR10E BEG N41DEG 51M 30S E 2077.83FT AND N42DEG 04M E 778.21FT AND S47DEG 56M E 60FT AND N42DEG 04M E 30FT FROM SW COR SEC 35 TH N42DEG 04M E 205.80FT TH N89DEG 47M 20S E 156.96FT TH S0DEG 14M 30S W 331.19FT TH N85DEG 40M 16S W 206. 2FT TH N0DEG 14M 30S E 82.69FT TH N47DEG 56M W 118.78FT POB 1.68 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.

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 7/6/2021

ERIC R. SABREE
WAYNE COUNTY TREASURER

JEAN-VIERRE ADAMS
Chief Deputy Treasurer

July 6, 2021

City of Southgate Treasurer
Attn: James Dallos
14400 Dix-Toledo
Southgate, MI 48195

VIA E MAIL

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

Dear Mr. Dallos:

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 2018 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 the remaining proceeds from the foreclosed property, if however, a claim for the remaining proceeds under Section 78(t) of the Act has been filed, your community may purchase any of the foreclosed properties on the List for the greater of the minimum bid or the fair market value of the property ("FMV")

The minimum bid [Due Tax Amt] shall include all of the following: all delinquent taxes, interest, penalties and fees due on the property, and the expenses of administering the sale, including all preparations for the sale. Consistent with the definition of true cash value under MCL 211.27, the FMV of the foreclosed properties will initially be calculated as the product of 2 times the assessed State Equalized Value (SEV). If the FMV is challenged by a claimant seeking surplus proceeds and it is later determined that the FMV is greater than the calculated amount, the difference will be charged to the purchasing community.

The List provides both the minimum bid amount and the FMV for each property being offered under the right of refusal. Only those properties for which a claim has been received as noted on the List are subject to the greater of the minimum bid or FMV Offer Price. 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 23, 2021.** All requests must be in writing and identify each property to be purchased by its property identification number.

Your request must be mailed, via certified mail to the Wayne County Treasurer, Land Management Division, Attention: Tony Cavalli, 400 Monroe – Suite 520, Detroit, MI 48226, **or emailed to: acavalli@waynecounty.com**. Receipt of the request will be confirmed in writing or via e mail. Payments must be received by **July 30, 2021**. If timely payment is not received, the selected property will be offered for sale at a public auction.

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 <u>immediately</u> advise the Wayne County Treasurer via email or in writing of the current or corrected identification number and 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.

THIS AREA IS LEFT BLANK INTENTIONALLY

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. If there are any foreclosed parcels that are currently on your demolition list, please notify us of those parcels so we can put a note on the parcel on our auction website. If you are aware of any foreclosed properties in your community that are blighted or in need of demolition, please notify the Wayne County Treasurer via email. 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.

<u>If you are aware of any contiguous properties that should be all bundled together in the upcoming auction, or any special circumstances that should be addressed with any properties, please let us know.</u>

If you have questions or need additional information, please contact Tony Cavalli at (313) 213-2547.

Sincerely,

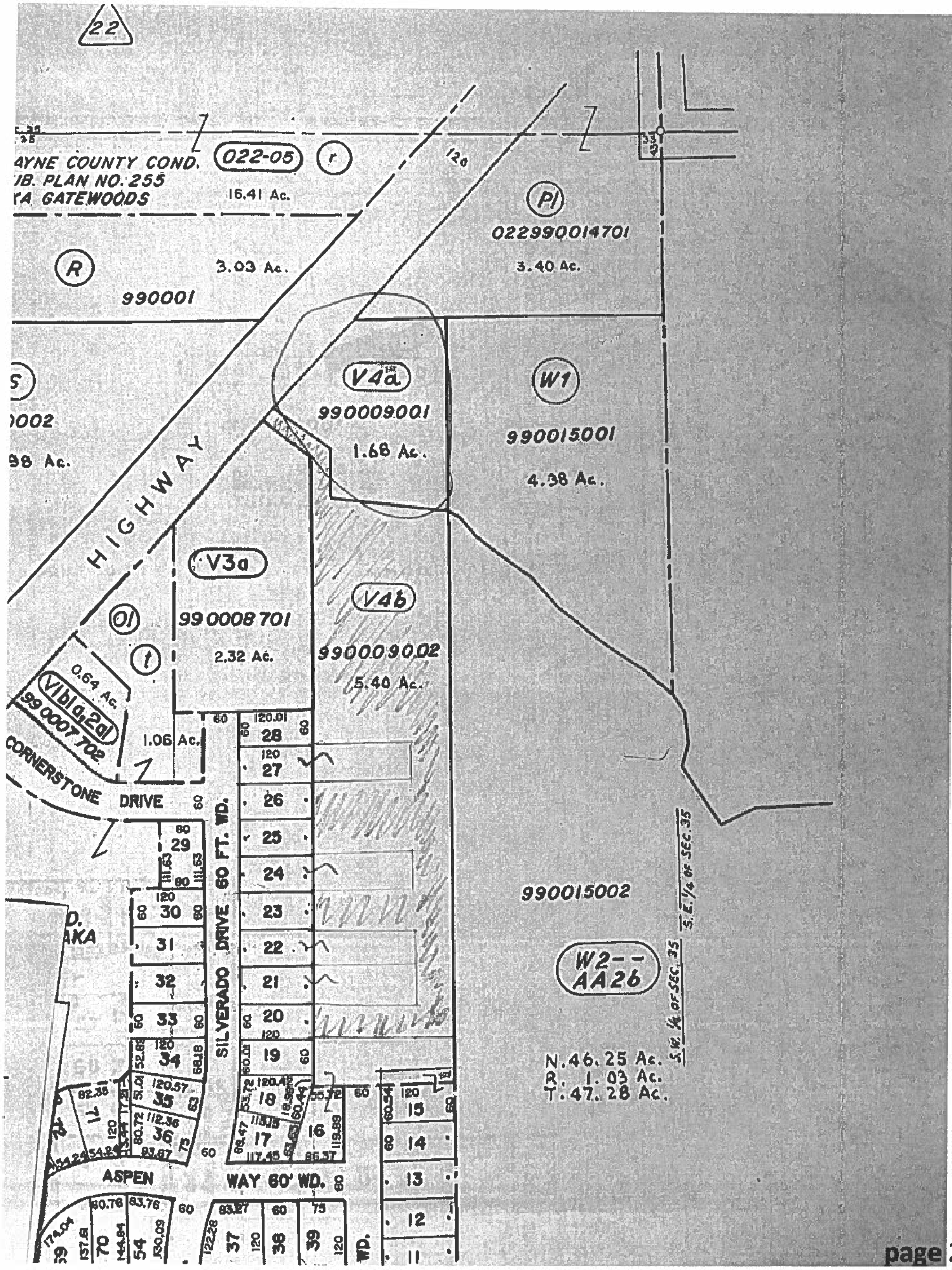
Eric R Sabree

ERIC R. SABREE
Wayne County Treasurer

Anthony P. Cavalli
Assistant Deputy Treasurer, Forfeiture and Foreclosure

acavalli@waynecounty.com
www.treasurer.waynecounty.com

Enclosure



22
022-05
AYNE COUNTY COND.
UB. PLAN NO. 255
KA GATEWOODS
16.41 Ac.
R
3.03 Ac.
990001
PI
022990014701
3.40 Ac.
V4a
990009001
1.68 Ac.
W1
990015001
4.38 Ac.
HIGHWAY
V3a
990008701
2.32 Ac.
V4b
990009002
5.40 Ac.
OI
0.64 Ac.
V1b(a,2a)
990007702
1.06 Ac.
CORNERSTONE DRIVE
SILVERADO DRIVE 60 FT. WD.
ASPEN WAY 60' WD.
990015002
W2--AA2b
S.E. 1/4 OF SEC. 35
S.W. 1/4 OF SEC. 35
N. 46.25 Ac.
R. 1.03 Ac.
T. 47.28 Ac.

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer

City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI
Council President
MARK FARRAH
KAREN E. GEORGE
BILL COLOVOS
DALE W. ZAMECKI
PHILLIP J. RAUCH
CHRISTOPHER P. ROLLET

July 15, 2021

To the Honorable
City Council
Southgate, Michigan 48195

Re: Purchase of a Grounds Mower for South Winds Golf Course **(Waiver of Bid)**

Ladies and Gentlemen:

It is recommended by the Parks & Recreation Director and I concur, that the bid process for the purchase of a Grounds Mower for South Winds Golf Course be waived and the purchase be awarded to J. W. Turf, Inc., Brighton, Michigan, in the amount of $66,387.28.

Sufficient funds are available in the Recreation Millage Fund to cover costs associated with this purchase.

Your favorable consideration of this matter is requested.

Sincerely,

Joseph G. Kuspa
Mayor

JGK/law

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

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer

City of Southgate

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DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: David Angileri, Assistant City Administrator/Finance Director

DATE: July 15, 2021

RE: Recommendation for Purchase of Golf Course Grounds Mower
(Waiver of Bid)

I have reviewed the above with Parks & Recreation Director and concur with her recommendation to award this purchase of a John Deere Rough Mower to J.W. Turf, Inc., Brighton, Michigan, in the amount of $66,387.28.

Adequate funds are in the Recreation Millage Fund for this purchase.

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

Southgate Parks & Recreation Department

14700 Reaume Parkway

Southgate, MI 48195 (734)258-3035

To: Dustin Lent, City Administrator

From: Julie Goddard, Parks & Recreation Director

Date: July 14th, 2021

Re: Golf Course Grounds Mower

The golf course is in need of a new rough mower. Our current rough mower is a 2003, making it 18 years old.

Ryan Szyndlar, our current Grounds Supervisor has sought out two quotes on a new mower. There are only two companies that currently provide the machinery that we need at this time. I am asking that we waive the current bid process and accept the lowest quote at this time.

Upon contacting the companies, we learned from both of our reps that a significant price increase would be coming very quickly due to shortages of supplies and materials to manufacturer the mowers. There currently is a delay to get the mower for several months as it has to be built from scratch.

Mr. Szyndlar has demoed both of the mowers from each company on our current course recently. The companies, both have agreed, to give us the current pricing for the mower, even though it will be built when the price increases go into effect.

Spartan Distributors has provided us a quote of $69,826.25 and J.W. Turf who supplies John Deere has provided us a quote of $66,387.28. Mr. Szyndlar's preference with the mowers after using them both, is to go with the lowest quote from J.W. Turf, as he preferred that mower over the Spartan Distributors mower.

Funds are available to purchase rough mower from the Recreation Millage Funds.

I appreciate your consideration in this matter.

Julie Goddard

Respectfully Submitted,

Julie Goddard

City of Southgate

Parks & Recreation Director

SOUTH WINDS
GOLF CLUB
14600 Reaume Parkway—Southgate, MI 48195

(734) 258-3004

To: Dustin Lent, City Administrator

From: Ryan Szyndlar, Golf Course Superintendent

Date: July 13th, 2021

Re: Golf Course Machine Recommendation

I, Ryan Szyndlar, was given the responsibility to demo rough mowers from the following vendors, John Deere supplied by J.W. Turf and Spartan. These two vendors dropped off machines following my requirements and we used the machines out on the course to test productivity, quality of cut and ease of service.

After using the demos from the vendors, I came to the conclusion that the product from J.W. Turf - John Deere will best suit the needs for the golf course. The machine from this vendor offered the best productivity and also the best access to all maintenance parts than the other vendor. With these two crucial components, I feel the John Deere would be the best fit for our needs.

In addition, going with the John Deere machine will also save us on shipping and freight costs when ordering parts since we already have a couple of John Deere machines in our fleet. The parts would all come from one distributor then.

Sincerely,

Ryan Szyndlar

Southwinds Golf Course

Golf Course Superintendent

JOHN DEERE

JWTURF

Quote Summary

Prepared For:
SOUTH WINDS GOLF COURSE CITY OF SOUTHGATE
14600 REAUME PARKWAY CIVIC CIR
SOUTHGATE, MI 48195

Prepared By:
Rusty Willard
J. W. Turf, Inc.
7060 Kensington Road
Brighton, MI 48116
Phone: 248-446-0397
Mobile: 616-485-2545
rwillard@jwturf.com

Quote Id:	24691432
Created On:	17 June 2021
Last Modified On:	21 June 2021
Expiration Date:	15 July 2021

Equipment Summary	**Suggested List**	**Selling Price**		**Qty**		**Extended**
John Deere 9009A Rough Mower: LED Lights	$ 94,502.38	$ 66,387.28	X	1	=	$ 66,387.28
Equipment Total						**$ 66,387.28**

Quote Summary	
Equipment Total	$ 66,387.28
SubTotal	$ 66,387.28
Est. Service Agreement Tax	$ 0.00
Total	$ 66,387.28
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 66,387.28**

Salesperson : X ____________

Accepted By : X ____________

Spartan
Distributors

June 21, 2021

South Winds Golf Course
14600 Reaume Pkway
Southgate, MI 48195

Dear Ryan:

We are pleased to provide a quote on the following equipment:

(1) TORO Groundsmaster 4500-D (Tier 4) (#30885) **$ 69,826.25**

Pricing is firm for 30 days from date of quotation.

DELIVERY: Fall 2020

TERMS: Net 30 days

Thank you for your interest in our line of equipment. If you have any questions, please feel free to call me at 800-822-2216.

Sincerely,

Stephen Carrier

Stephen Carrier
Commercial Sales

JOSEPH G. KUSPA
Mayor

JANICE First M. FERENCZ
City Clerk

JAMES E. DALLOS
Treasurer

City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI
Council President

MARK FARRAH

KAREN E. GEORGE

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

Memorandum

To: Honorable City Council Members

From: Dustin Lent, City Administrator

Date: July 8, 2021

Re: 2nd Reading of Ordinance Chapter 679- "SHOPPING CART REGULATION"

This is the 2nd reading to remove the current language in Chapter 678.06 and replace with the new shopping cart regulation ordinance chapter 679.

The Administration recommends City Council's favorable consideration to add to your council packet for first reading at your next meeting.

I look forward to City Council's questions and comments.

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

CHAPTER 679
SHOPPING CART REGULATION

SECTION:

679.01 PURPOSE:

It is the primary purpose of this ordinance to provide for the prompt retrieval of lost, stolen or abandoned shopping carts in order to promote public safety and improve the image and appearance of the City. It is a purpose of this ordinance to have the owners and operators of businesses providing shopping carts use the means available to them to deter, prevent or mitigate the removal of shopping carts from their business premises, and to retrieve any carts that may be removed despite these efforts. It is a further purpose of this ordinance to prevent the illegal removal of shopping carts from the business premises, to prevent the continued possession of illegally removed carts, and to prevent the accumulation of illegally removed carts on public or private properties.

679.02 DECLARATION OF NUISANCE:

Retail establishments provide shopping carts for the convenience of customers shopping on the premises of the businesses. A shopping cart that has been removed from the premises of the business and left abandoned on public or private property throughout the City constitutes a public nuisance and a potential hazard to the health and safety of the public; each lost, stolen or abandoned cart shall constitute a separate violation. Shopping carts abandoned on public and private property can create conditions of blight in the community, obstruct free access to sidewalks, streets and other rights-of-way, interfere with pedestrian and vehicular traffic on pathways, driveways, public and private streets, and impede emergency services. It is for these reasons that such lost, stolen, or abandoned shopping carts are hereby declared to be a public nuisance which shall be subject to abatement in the manner set forth in this ordinance, or in any other manner provided by law.

For purposes of this ordinance, any shopping cart located on any public or private property other than the premises of the retail establishment from which such shopping cart was removed shall be presumed lost, stolen, or abandoned, even if in the possession of any person, unless such person in possession thereof is:

A. An authorized agent; or

B. Retail Establishment personnel; or

C. Enforcement personnel; or

D. An authorized customer.

679.03 DEFINITIONS:

Except as otherwise expressly set forth herein, the following words and terms as used in this ordinance shall have the following meanings:

A. Administrator: The City Administrator and/or Public Safety Director.

B. Authorized Agent: The owner, or an employee or authorized agent of the owner, entitled to possession of the shopping cart.

C. Authorized Customer: A customer of the owner of the shopping cart, having the written permission of the owner or owner's agent to remove the shopping cart from the owner's premises.

D. Cart Patrol and Retrieval Company: A contracted agent who recovers shopping carts on behalf of retail establishments within a one (1) mile radius of the contracting retail establishment(s) no fewer than two (2) times per week.

E. Enforcement Personnel: Any police officer, code enforcement inspector, or designated staff employed by the City of Southgate.

F. 'Identification Sign' or 'Cart Sign': A clearly visible sign or Identification visible on each cart that provides ownership information required by this Chapter.

G. Impounded Cart: Any shopping cart collected by authorized City personnel, regardless of whether or not the shopping cart is being transported to or is stored within City facilities.

H. Lost, Stolen, or Abandoned Shopping Cart: A shopping cart that is either:

1. Removed from the premises of a retail establishment by any person without the written permission or consent of the owner of the shopping cart or the retailer otherwise entitled to possession of such cart; or

2. Left unattended, discarded or abandoned upon any public or private property other than the premises of the retail establishment from which the shopping cart was removed, regardless of whether such shopping cart was removed from the premises with permission of the owner;

3. For purposes of this ordinance, any shopping cart located on any public or private property other than the premises of the retail establishment from which such shopping cart was removed shall be presumed lost, stolen, or abandoned, even if in the possession of any person, unless such person in possession thereof is either:

a. The owner, or an employee or authorized agent of the owner, entitled to possession of said shopping cart; or

b. An officer, employee or agent of a cart retrieval service hired by the owner to retrieve such carts; or

c. City enforcement personnel retrieving, storing or disposing of said cart pursuant to the provisions of this code;

d. A customer with written permission from the owner or agent of the owner to take the cart off premises.

I. Owner: Any person or entity that owns, leases, possesses, or makes more than ten (10) shopping carts available to customers or the public in connection with the conduct of a business.

J. Parking Area: A parking lot or other property provided by a retail establishment for the use of customers of said retail establishment for the parking of customer vehicles. The parking area of a retail establishment located in a multi-store complex or a shopping center shall include the entire parking area used by the multi-store complex or shopping center.

K. Premises: Any building, property, or other area upon which any retail establishment business is conducted or operated in the City of Southgate, including the parking area provided for customers in such retail establishment.

L. Retail Establishment: Any business located in the City of Southgate which offers or provides shopping carts for the use of the customers of such business regardless of whether such business is advertised or operated as a retail or wholesale business, and regardless of whether such business is open to the general public, is a private club or business, or is a membership store.

M. Security Measures: Physical impediments or methods to prevent removal of shopping carts from the premises of the retail establishment including, but not limited to:

1. Electronically-activated self-braking wheels;

2. Poles mounted to shopping carts, which prevent their removal from the interior of the retail establishment

3. Utilization of a cart patrol and retrieval company;

4. Dedicated security personnel; and

5. Other measures deemed appropriate and effective by the Administrator.

N. 'Shopping Cart' or 'Cart': A basket which is mounted on wheels or a similar device generally used in a retail establishment by a customer for the purpose of transporting goods of any kind.

679.04 SHOPPING CART IDENTIFICATION:

A. Identification on carts required: Each shopping cart made available for use by customers shall have identification signage permanently affixed to it that includes the name of the business establishment.

B. Notice to Customers: All owners shall display and maintain conspicuous signs on the premises near all customer entrances and exits and throughout the premises, including the parking area, warning customers that removal of shopping carts from the premises is prohibited by State and City law.

679.05 IMPOUNDMENT AND FINES:

A. Impoundment of Shopping Carts: The City may immediately impound any lost, stolen or abandoned shopping cart within the City, or any cart within the City to which the required Identification signage is not affixed.

1. Impounded Carts: Owners identified on cart signage will be informed that they have ten (10) days in which to retrieve the cart(s) from the City; absence of the required signage shall relieve the City from this responsibility.

B. Fines: The City shall issue a twenty-five dollar ($25) fine to the owner of each lost, stolen, or abandoned cart impounded by the City; The City shall issue an additional two hundred dollar ($200) fine to any owner who has twelve (12) or more lost, stolen, or abandoned carts impounded by the City within a calendar month. Each cart impounded by the City shall constitute a separate violation.

679.06 DISPOSITION OF CARTS:

A. Disposition of Carts: Carts impounded by the City which are either held for more than ten (10) days following the date of notification, or carts without an Identification Sign, may be disposed of or sold by the City.

679.07 ILLEGAL POSSESSION OR ACCUMULATION OF CARTS:

A. Any person removing a shopping cart from the premises of an owner, without the written permission of the owner or the owner's authorized agent, shall be guilty of a misdemeanor larceny, Michigan carries two misdemeanor-level penalties for larceny Michigan state Law 750.356.

B. Any owner or lessee of a residential/commercial property that knowingly allows one or more shopping carts to remain on the property without written permission of the cart owner or the owner's authorized agent, is subject to being charged with possession of stolen property in the 3rd degree. This offense is a gross misdemeanor. However no charges will be brought if the owner or lessee has a record of contacting the owner(s) of the cart(s) on a weekly basis until the cart(s) are removed.

678.06 IMPOUNDING OF ABANDONED SHOPPING CARTS; RECLAMATION FEE.

The Director of Public Services and any person duly authorized by him or her or designated by the Mayor are hereby authorized to impound any shopping cart or similar device, commonly used by markets, stores and other business places, which shopping cart or similar device appears to be abandoned on any public or private property, and to notify the owner of such shopping cart or device to reclaim the same within one week of such notification. Notice may be made by telephone, United States mail or personal contact. A fee of ten dollars ($10.00) per cart shall be paid to the City when the shopping cart or device is reclaimed. Any shopping cart or device that has not been reclaimed within the time specified shall be disposed of as rubbish.