

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Rescheduled City Council Meeting Agenda
Monday, September 14, 2015
7:30 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. RECOGNITION OF COMMISSION MEMBERS
5. ACCEPTANCE OF AGENDA
6. MINUTES
 - A. City Council 08/17/15
 - B. Committee-of-the-Whole 08/17/15
 - C. Compensation & Evaluation Committee 04/13/15
 - D. Election Commission 09/03/15
 - E. Historical Commission 07/09/15
 - F. Citizens Recreation Commission 07/14/15,
w/recommendation
 1. 2016 Winterfest
7. COMMUNICATIONS
 - A. Application for Solicitor's Permit
 1. Adam Spencer – Everdry Waterproofing
 - B. Application for Refuse Vendor License: Seyfuden P. Livadich
 1. Application 07/10/15
 2. City Council Excerpt 01/26/15
 3. Register of Actions 08/12/15
 4. Citation 230084 07/10/15
 5. CFS Report
 6. Letter 01/15/15 – City Administrator
 7. Letter 12/29/14 – S. Livadich
 8. City Clerk Notes – 07/10/15
 - C. Resignation – Local Officers Compensation Commission
 1. Email 08/13/15 – Peter Gilezan
8. BIDS/PROPOSALS/
CONTRACTS
 - A. Lease Agreement: Color Copier
 1. Memo 09/03/15 – Information Technology Manager
 2. Agreement – Prime Office Innovations
 3. NJPA Configuration Pricing
 4. Brochure
 - B. Lease/Purchase: Public Safety Patrol Vehicles and Equipment (3)

1. Memo 08/26/15 – City Administrator
 2. Comerica Leasing Proposal 08/28/15
- C. Lease/Purchase: Public Works (4)
 1. Memo 09/01/15 – Director of Public Works
 2. Comerica Leasing Proposal 09/08/15
- D. Purchase: 2015 Fall Tree Planting
 1. Memo 09/01/15 – Director of Public Services
 2. Certificate of Liability Insurance
9. PROCLAMATION
 - A. Daughters of the American Revolution
10. ORDINANCE
 - A. First Reading: An Ordinance to Amend Chapter 8 Buildings and Building Regulations, Article IX Fences To Allow Certain Methods of Proof of Ownership, Waiver of the 50% Opening Requirement for Corner Lots and Consents, and Providing for Standards Regarding Granting of Exceptions to the Ordinance
 1. Letter 08/18/15 – City Attorney
 2. Proposed ordinance
11. CLAIMS/ACCOUNTS
 - A. Labor Attorney
 1. Keller Thoma 09/01/15
 - B. City Attorney
 1. Don R. Berschback
 2. Charles T. Berschback
12. NEW BUSINESS/PUBLIC COMMENT
13. ADJOURNMENT

**Lisa Kay Hathaway, CMMC/MMC
City Clerk**

IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT)
POSTED AND COPIES GIVEN TO NEWSPAPERS

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired, or audio tapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to a meeting. Individuals with disabilities requiring auxiliary aids or services should contact the City of Grosse Pointe Woods by writing or call the City Clerk's office, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 (313) 343-2440 or Telecommunications Device for the Deaf (TDD) 313 343-9249.

COUNCIL
08-17-15 - 94

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, AUGUST 17, 2015, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:46 p.m. by Mayor Novitke.

Roll Call: Mayor Novitke
Council members: Bryant, Granger, Ketels, Koester, McConaghy, Shetler
Absent: None

Also Present: City Administrator Fincham
City Attorney Don Berschback
Treasurer/Comptroller Irby
City Clerk Hathaway
Director of Public Works Ahee

Council, Administration, and the audience Pledged Allegiance to the Flag.

The following Commission members were in attendance:

Rachelle Koester, Beautification Advisory Commission
Bill Babcock, Recreation Commission

Motion by Granger, seconded by Shetler, that all items on tonight's agenda be received, placed on file, and taken in order of appearance.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

The Mayor issued a **proclamation** recognizing the Grosse Pointe Woods-Shores Little League 11U All-Star Tournament Team.

Motion by McConaghy, seconded by Shetler, regarding proclamation – Grosse Pointe Woods-Shores Little League 11U All-Star Tournament Team, that the City Council voice no objection to the Mayor issuing said proclamation.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

The Mayor presented the proclamation to the Grosse Pointe Woods-Shores Little League 11U All-Star Tournament Team.

Motion by Bryant, seconded by Ketels, regarding **appointment – Election Commission**, that the City Council appoint Todd McConaghy as the Council Representative on the Election Commission.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

The Mayor **re-appointed Kevin Hendrick to serve on the Downspout Board of Appeals** with a term to expire September 30, 2018.

Motion by Granger, seconded by Shetler, regarding appointment – Downspout Board of Appeals, that the City Council voice no objection to the Mayoral reappointment of Kevin Hendrick to serve on the Downspout Board of Appeals with a term to expire September 30, 2018.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

The Mayor **re-appointed Dennis Zak to the Local Officers Compensation Commission** with a term to expire September 30, 2020.

Motion by Bryant, seconded by Shetler, regarding appointment – Local Officers Compensation Commission, that the City Council voice no objection to the Mayoral

reappointment of Dennis Zak to serve on the Local Officers Compensation Commission with a term to expire September 30, 2020.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

Motion by Bryant, seconded by Shetler, that the following minutes be approved as submitted:

1. City Council Minutes dated August 3, 2015;
2. Committee-of-the-Whole minutes dated August 3, 2015.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

The Mayor appointed **Lisa Spreder to the Beautification Commission** with a term to expire December 31, 2015.

Motion by Granger, seconded by Bryant, regarding appointment – Beautification Commission, that the City Council voice no objection to the Mayoral appointment of Lisa Spreder to serve on the Beautification Commission with a term to expire December 31, 2015.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

The City Attorney provided an overview regarding **trench collapse proposal (Rumph Construction/Estate of Rumph)**.

Motion by Bryant, seconded by Shetler, regarding trench collapse proposal (Rumph Construction/Estate of Rumph), that the City Council approve 50% payment of each of the invoices presented; eight (8) invoices totaling \$249,539.36.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler

No: None

Absent: None

Motion by Shetler, seconded by Granger, regarding trench collapse proposal (Rumph Construction/Estate of Rumph), that the City Council approve a budget transfer from the General Fund fund balance into Account No. 101-210-812.000 to cover 50% payment of each of the eight (8) invoices.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler

No: None

Absent: None

Motion by McConaghy, seconded by Ketels, regarding trench collapse proposal (Rumph Construction/Estate of Rumph), that the City Council authorize the City Attorney to proceed with litigation on this matter, if necessary, to pursue any and all damages incurred by the City.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler

No: None

Absent: None

Motion by Ketels, seconded by Shetler, regarding trench collapse proposal (Rumph Construction/Estate of Rumph), that the City Council authorize the City Attorney to refer the Agreement between Secura and Rumph Construction Company to an expert for his opinion at a cost of \$150.00 per hour, in an amount not to exceed \$1,500.00, funds to be taken from Account No. 101-210-820.000.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

Motion by McConaghy, seconded by Koester, regarding **Monthly Financial Report – July 2015**, that the City Council refer this item to the Finance Committee.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

Motion by Shetler, seconded by Bryant, regarding **purchase: Extreme Vac Trailer Mounted Leaf Collector**, that the City Council approve the purchase of one Xtreme Vac Model SCL65TM25 Hopper 25 cubic yard trailer-mounted leaf collector through the NJPA cooperative program from Bell Equipment in an amount not to exceed \$46,123.00, funds to be taken from Account No. 640-852-977.599.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

Motion by Granger, seconded by Shetler, regarding **Medicare Advantage Renewal**, that the City Council approve the Medicare Advantage renewal for the period January 1, 2016, through December 31, 2016, funds to be taken from across various departments' retiree health care accounts ending in .717.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

Motion by Koester, seconded by McConaghy, regarding **2015 CDBG Subrecipient Agreement**, that the City Council approve the PY 2015 CDBG Subrecipient Agreement and authorize the Mayor to sign said agreement.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

Motion by Granger, seconded by Shetler, regarding **2015 Pavement Joint and Crack Sealing Program District #1 and #2**, that the City Council award a contract to Michigan Joint Sealing, Inc. in the amount of \$81,270.00, additional construction in the amount of \$20,000.00, engineering fees in the amount of \$11,783.00 and contingency in the amount of \$6,947.00, for a total project cost not to exceed \$120,000.00, funds to be drawn from the following accounts:

<u>Construction:</u>	Major Streets – 202-451-975.300	\$27,090.00
	Local Streets – 203-451-975.300	<u>\$54,180.00</u>
		\$81,270.00
 <u>Engineering:</u>	Major Streets – 202-451-975.301	\$ 3,924.00
	Local Streets – 203-451-975.301	<u>\$ 7,859.00</u>
		\$11,783.00
 <u>Additional</u>		
<u>Construction:</u>	Major Streets – 202-451-975.300	\$ 6,600.00
	Local Streets – 203-451-975.300	<u>\$13,400.00</u>
		\$20,000.00
 <u>Contingency:</u>	Major Streets – 202-451-975.320	\$ 2,292.00
	Local Streets – 203-451-975.320	<u>\$ 4,655.00</u>
		\$ 6,947.00

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

The Mayor issued a proclamation for Prostate Cancer Awareness.

Motion by Bryant, seconded by Granger, regarding proclamation: Prostate Cancer Awareness, that the City Council voice no objection to issuance of the proclamation.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

Motion by McConaghy, seconded by Granger, regarding **Labor Attorney**, that the City Council approve the following statement dated August 1, 2015:

1. Labor Attorney Keller Thoma - \$12,655.89.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

Hearing no objections, the following items were heard under New Business:

- Council Member Granger spoke regarding **Beautification Award expenses**.

Motion by Granger, seconded by Shetler, regarding Beautification Award stakes, that City Council approve an amount not to exceed \$900 to purchase 40 lawn stakes for Beautification Awards, funds to be taken from the Commission's Account No. 101-105-880.100.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

- Council Member Bryant spoke regarding the Historical Commission's request to apply to show the schoolhouse to the Michigan Association of One Room

Schoolhouses on the third Saturday in May 2016 or 2017. There is no cost to the City.

Motion by Bryant, seconded by Shetler, that the City Council authorize the Historical Commission to indicate our willingness to assist with the program with the One Room Schoolhouse Association.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

Under public comment, the following individuals were heard:

- Jennifer Miller, 2160 Hampton. Requested an amendment to the dog ordinance, to revisit the types of breeds that are not permitted in the City, and to permit her dog to remain in the City. The Mayor discussed consideration of an exception or variance provision amendment to the ordinance and addressing the types of breeds. There was a concurrence of the Council that this item be referred to the Committee-of-the-Whole.
- Chris Kaczanowski, 1988 E. William Ct. Spoke in opposition to University Liggett's plan to hold a night football game with lights. She spoke regarding a lack of trees, inventory, and landscape/sound buffer. The City Administrator was directed to convey these concerns to University Liggett. Administration was asked to look at all of the facts, including the noise ordinance. Ms. Kaczanowski asked Council to amend Liggett's letter to area residents to include the promise of no nighttime events, that this is a singular event, and to provide specific information about what future plans will be including landscaping. She additionally asked Council for an ordinance or resolution not permitting night activities, and that the Council have the fields assessed independently including consideration being given to the amount of artificial turf, smell, and environmental impact. She is concerned about sound and noise, and requested light-scaping and arborvitae be installed.
- Robert Musial, 1190 Torrey Rd. Spoke of constant traffic, noise and dust caused by over two years of construction from The Rivers and University Liggett. He also spoke of University Liggett's construction problems, as well as astro-turf and size of the turf affecting area residents' quality of life from the smell and additional heat generated. He requested an environmental study be performed

and that unintended consequences from improvements from the installation of astro-turf be considered.

- Harold Ruttan, 1181 Torrey Rd. Spoke regarding the smell of rubber from the astro-turf at University Liggett. Heat radiates from the turf on a hot day and generates heat. He has not been able to entertain in the yard due to Liggett construction and now heat from the turf. He was concerned about health, quality of life, and his dogs. Soccer balls come into his back yard when his dogs may be out. He wants to find out what is generating the smell and wants it to go away. He is requesting serious consideration be given to what is happening at Liggett.

The Mayor asked the City Administrator to convey all comments and concerns with University Liggett. The Mayor stated Council never approved a night game. He stated the City is not in a position to prohibit a night game, however administration can inject health, safety, and welfare requirements and the City will enforce certain things such as safety inspections of the bleachers, suitable pedestrian controls and traffic, and have University Liggett contribute toward the cost of additional officers. Liggett agreed to send letters out to the residents identifying their plans. With the conditions met, approval would be granted administratively. Administration, which would include the City Administrator, Building Official, Director of Public Services, and the City Engineer, are to ensure ordinances (noise and hours) are being enforced, obtain additional information necessary, to address smell from turf. Administration was directed to provide information to the City Council.

Motion by Bryant, seconded by Shetler, to adjourn tonight's meeting at 9:04 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, AUGUST 17, 2015, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Novitke
Council Members Bryant, Granger, Ketels, Koester, McConaghy, Shetler

ABSENT: None

ALSO PRESENT: City Administrator Fincham
Treasurer/Comptroller Irby
City Attorney Chip Berschback
City Clerk Hathaway

Also in attendance was Don Apel, Cornerstone Municipal.

Mayor Novitke called the meeting to order at 7:02 p.m.

Motion by Bryant, seconded by Koester, that all items on tonight's agenda be received, placed on file, taken in order of appearance.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

The first item discussed was regarding **Medicare Advantage Renewal**. Don Apel, Cornerstone Municipal, provided an overview. Eligible retirees of the City receive insurance through Blue Cross Blue Shield (BCBS.) The increase for this renewal is 4%, which is better than last year's 8% increase. The Medicare office funds medical insurance providers to run the program. BCBS is primary. Enrollees do not use two separate cards, one card is issued. The Treasurer/Comptroller stated 2.5% was included in the FY 2015/16 budget, however she is not asking for a budget amendment at this time. The Treasurer/Comptroller and City Administrator both recommended approval. There was a consensus of the Committee to approve renewing the plan.

Motion by Bryant, seconded by Shetler, to remove Medicare Advantage Renewal from the Committee-of-the-Whole agenda.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

The next item discussed was regarding the **proposed amendment to the fence ordinance**. The Committee discussed the proposed amendments. The City Attorney will add an "or" after options in Sec. 8-278 (3); and, "are insufficient" will also be added. There was a concurrence of the Committee to accept these changes.

Sec 8-284(a)(4) special circumstances, insert "among other information". Sec 8-284(a) under Exceptions, change to "shall be made under the following circumstances". There was a concurrence of the Committee to include these changes.

Sec 8-284(b) Add "resolution" after Council. There was a concurrence of the Committee to include this change.

Sec 8-284(a)3(a) and (b), there was a concurrence of the Committee to permit solid fences on a corner and when a fence faces the alley.

Sec. 8-279(7) delete the "s" after "fences."

There was discussion regarding Sec 8-284(a)(3)(c), "on all lots when written consent of all the adjacent owners are submitted along with an application". Following discussion, there was a consensus of the Committee to delete (3)(c).

Motion by Bryant, seconded by Shetler, to remove this item from the Committee-of-the-Whole agenda.

Motion carried by the following vote:

Yes:	Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No:	None
Absent:	None

Motion by Granger, seconded by Bryant, that the meeting of the Committee-of-the-Whole be adjourned at 7:40 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Approved by Committee 08/17/15

6C

COMPENSATION AND EVALUATION COMMITTEE
APRIL 13, 2015

MINUTES OF THE MEETING OF THE COMPENSATION AND EVALUATION COMMITTEE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, APRIL 13, 2015 IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order by Chair Bryant at 7:02 p.m.

ROLL CALL:

PRESENT: Chair: Council Member Arthur Bryant
Members: Mayor Robert E. Novitke, Council Member: Todd A. McConaghy
ABSENT: None

ALSO IN ATTENDANCE:

City Attorney Don Berschback
Assistant City Attorney Charles Berschback

Motion by McConaghy, seconded by Novitke, that all items on tonight's agenda be received, placed on file and taken in order of their appearance.

Motion carried by the following vote:

Yes: Novitke, Bryant, McConaghy
No: None
Absent: None

Motion by Novitke, seconded by McConaghy, to approve the minutes of the meeting of 03/30/15

Motion carried by the following vote:

Yes: Novitke, Bryant, McConaghy
No: None
Absent: None

An interview with Don Berschback and Charles Berschback on compensation and evaluation took place. The only additional compensation requested was optical insurance for Don Berschback.

Motion by Novitke, seconded by McConaghy, that the meeting of the Compensation and Evaluation Committee be adjourned at 7:26 p.m. Passed unanimously.

Respectfully submitted,
Arthur W. Bryant



ELECTION COMMISSION
09-03-15

MINUTES OF THE ELECTION COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON THURSDAY, SEPTEMBER 3, 2015, IN THE JURY ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The City Clerk called the meeting to order at 9:01 a.m.

Roll Call: Chair/City Clerk Lisa Hathaway
Council Member Todd McConaghy
City Attorney Don Berschback

Absent: None

Motion by McConaghy, seconded by Berschback, that all items on the agenda be received, placed on file, and taken in order of appearance.

Motion carried by the following vote:

Yes: Berschback, Hathaway, McConaghy
No: None
Absent: None

Motion by McConaghy, seconded by Berschback, to receive and place on file the following:

1. Revised 6 Ballot Styles (Precincts 1-6) received 09/02/15.

Motion carried by the following vote:

Yes: Berschback, Hathaway, McConaghy
No: None
Absent: None

Discussion ensued regarding the ballots presented for approval. A revised proof ballot was received and the Clerk identified one revision from the State of Michigan, which deleted the word "City" before "Council." Also discussed was the process for determining rotation of names, ballot testing, ballot production process, and write-in candidate deadline.

Motion by Berschback, seconded by McConaghy, regarding **approval of ballots – City General Election November 3, 2015**, that the revised ballots received on September 2, 2015, be approved as presented.

Motion carried by the following vote:

Yes: Berschback, Hathaway, McConaghy
No: None
Absent: None

The following items were discussed under New Business:

- New election equipment bids and roll-out;
- Future election dates: March 8, 2016, August 2, 2016, and November 8, 2016.

Motion by McConaghy, seconded by Berschback, that today's meeting minutes be immediately certified.

Motion carried by the following vote:

Yes: Berschback, Hathaway, McConaghy
No: None
Absent: None

Motion by Berschback, seconded by McConaghy, that the meeting be adjourned at 9:22 a.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
Chair/City Clerk

approved by
Commission 8/13/15

6E

City of Grosse Pointe Woods Historical Commission Minutes

20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236

Conference Room at City Hall

July 9, 2015

RECEIVED

JUL 17 2015

CITY OF GROSSE PTE. WOODS

1. Call to Order

The regular meeting of the Grosse Pointe Woods Historical Commission was called to order at 7:38 p.m. by Vice-Chair Sean Murphy.

2. Roll Call

Present: Mary Kaye Ferry, Suzanne Kent, Lynne Millies, Sean Murphy, John Parthum, Becky Veitengruber, Giles Wilborn

Excused: Phil Whitman

Unexcused: Del Harkenrider, Shirley Hartert

Also Absent: Councilman Art Bryant

3. Approval of Agenda

Motion by Ferry, seconded by Veitengruber, to approve the agenda for July 9, 2015, as presented. Ayes: all. Motion carried.

4. Approval of Minutes

Motion by Parthum, seconded by Kent, to approve the minutes for June 11, 2015, as presented. Ayes: all. Motion carried.

5. Items

A. Report of Treasurer: Parthum reported that the commission balance is \$0.

(Because of the new fiscal year, the pervious balance of \$459.50 was reabsorbed by the city.)

The balance for the Cook Schoolhouse is \$5,067.50

B. Cook Schoolhouse Project:

1. Open house was held Saturday, June 13, 2015, with 42 visitors and \$32.50 received in donations.

2. July open house will be on the 18th, from 12 noon until 2:00 p.m.

3. Ferry reported that a soap dispenser and towel dispenser were installed in the bathroom. Also, light bulbs were replaced in the fixtures.

C. Commission Membership: There is still a vacancy.

D. MORSA Hosting:

1. Ferry reported that she spoke with a MORSA member to find out more details about the duties/responsibilities of a hosting commitment. MORSA does pay for food and beverages for the event.

2. Commission discussed interest in hosting for 2016 or 2017 and decided that further investigation needs to be done. Some commission members are investigating further.

6. New Business

No new business at this time.

7. Public & Commissioner Comments

None at this time.

8. Adjournment

The meeting adjourned at 8:34 p.m.

Respectfully submitted:

Becky Veitengruber, Secretary

The next meeting of the Grosse Pointe Woods Historical Commission will take place on August 13th, 2015 at 7:30 p.m. in the Conference Room at City Hall, 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236.

6F Approved by Commission 9/8/15

RECEIVED

JUL 20 2015

Citizen's Recreation Commission Meeting Minutes

CITY OF GROSSE POINTE WOODS

Meeting of the Citizen's Recreation Commission held on July 14, 2015 at
Grosse Pointe Woods, Michigan 48236.

CALL TO ORDER: 7:04 pm.

PRESENT:

Bill Babcock
Gib Heim
Barb Janutol
Tom Jerger
Mark Miller

ABSENT

Mike Moore
Mike Soviak
Amanda York

ALSO PRESENT:

Nicole Byron and Todd McConaghy.

Motion was made to accept the minutes from June 9, 2015 by Bill Babcock and seconded by Mark Miller.

Motion passed by the following vote:

Yes: Babcock, Heim, Janutol, Jerger, and Miller,

No: None

Absent: Moore, Soviak and York

COUNCIL MEETING REPORT:

The baby pool is up and running.

SUPERVISOR'S REPORT:

The Trolley seems to be a success. There is a change to the stops, though. Ford Ct. stop is changed to Torrey Rd. The preparations for the City Picnic (August 4) and Music on the Lawn the night before are well on the way. Movie and the Campout will be held on Friday July 20th. Swim prelims/and finals will be held on July 21st and 22nd.

OLD BUSINESS:

A motion was made to approve \$3000.00 from our budget to cover expenditures for the 2016 Winterfest (including tents, heat and the slide) by Bill Babcock and seconded by Gib Heim.

Motion passed by the following vote:

Yes: Babcock, Heim, Janutol, Jerger and Miller.

No: None

Absent: Moore, Soviak and York

NOTE

NEW BUSINESS:

Dasher boards were donated to Grosse Pointe Woods, by Grosse Pointe Farms. They are being installed at Guesquire Park.

Candidates for the open seats on the Citizen's Recreation Commission will be invited to attend the October meeting for an informal meet and greet.

Meeting Adjourned at 7:25 p.m.

The next regularly scheduled meeting will be at 7:00 p.m. on **Tuesday, September 8, 2015 in the conference room at City Hall.**

Respectfully submitted by:

Barbara Janutol, Secretary
bajanutol@gmail.com

CITY OF GROSSE POINTE WOODS
20025 MACK AVENUE
GROSSE POINTE WOODS, MI 48236
(313) 343-2440

RECEIVED

AUG 12 2015

CITY OF GROSSE POINTE WOODS

APPLICATION FOR PERMIT/LICENSE - VENDOR/SOLICITOR/PEDDLER, ET AL

Chapter 10 Businesses. Section 10-220

Permit Fees: Annual \$75; Month \$20; Day \$10

Applicant: Adam Spencer Birth Date: _____

Home address: 4329 Bloomfield Dr. Telephone: (724) 208-5106

Sterling Heights, MI - 48310 Driver's License No. _____

Business Name: Everyday Waterproofing Telephone: (586) 698-3030

Business Address: 33533 Mound Rd. Sterling Hgts, MI - 48310

Description of Business: Waterproofing / Remodeling Basements

Assistants: William Houser 22438 Bayview Dr. St. Clair Shores, MI - 48081 6/1/93

Name	Address	Date of Birth
Daniel Keizer	24576 Almond Ave East Pointe, MI - 48021	7/2/80

Name	Address	Date of Birth
Derek Miller	8890 Devin Dr. Sterling Hgts, MI - 48310	9/7/91

Name	Address	Date of Birth
Ahmad Nabulsi	6548 Miller Rd Dearborn, MI - 48126	1/4/96

Year	Make	Type	License #
2007	Ford	E-350	

Other cities served: _____

Years previously licensed in Grosse Pointe Woods: None ☒ 20 _____ 20 _____ 20 _____ 20 _____

VENDOR: Valid for use from 9 a.m. to dusk or 7 p.m., local time, whichever occurs first, Sec. 10.224(e).

REFUSE VENDOR: Shall not collect, remove or cart away any materials between the hours of 10 p.m. and 6 a.m. the following morning, Sec. 10.221(a).

SOLICITOR: Shall not walk on residential or commercial lawns; must use sidewalk.

NO PERSON: Shall deliver or deposit residential handbills at any residential home or apartment where a sign or notice has been posted in a conspicuous location, which sign or notice states "no handbills" or "no vendors or solicitors." Sec. 10.295

Signed: _____ Date: 8/14/15

State of Michigan)
County of Wayne) ss.

Subscribed & sworn to before me this
14 day of August, 2015

Stephen H. Houser
Signature of Notary Public
My Commission expires: 09/02/2018

	Approve	Deny
Public Safety:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
City Clerk:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Action:	<input type="checkbox"/>	<input type="checkbox"/>
Plate No.:	_____	
Date Issued:	_____	
By:	_____	

SEYFUDIN T, LIVADICH

RECEIVED 7B

CITY OF GROSSE POINTE WOODS
20025 MACK AVENUE
GROSSE POINTE WOODS, MI 48236
(313) 343-2440

JUL 10 2015
CITY OF GROSSE PTE. WOODS

APPLICATION FOR PERMIT/LICENSE – VENDOR/SOLICITOR/PEDDLER, ET AL

Chapter 10 Businesses. Section 10-220
Permit Fees: Annual \$75; Month \$20; Day \$10

Applicant: Seyfudin P. Jivodich Birth Date: MI-48030
Home address: 23167 GLADHILL, ST CLAIR SHORES Telephone: 586 779 7619
Driver's License No. _____

Business Name: NONE Telephone: NONE

Business Address: NONE

Description of Business: _____

Assistants: <u>NONE</u>		
Name	Address	Date of Birth
Name	Address	Date of Birth
Name	Address	Date of Birth

If vehicle used, describe: GMC 2002 VAN
Year Make Type License # 2HDL98

Other cities served: _____

Years previously licensed in Grosse Pointe Woods: None _____ 20 _____ 20 _____ 20 _____ 20 _____

VENDOR: Valid for use from 9 a.m. to dusk or 7 p.m., local time, whichever occurs first, Sec. 10.224(e).
REFUSE VENDOR: Shall not collect, remove or cart away any materials between the hours of 10 p.m. and 6 a.m. the following morning, Sec. 10.221(a).
SOLICITOR: Shall not walk on residential or commercial lawns; must use sidewalk.
NO PERSON: Shall deliver or deposit residential handbills at any residential home or apartment where a sign or notice has been posted in a conspicuous location, which sign or notice states "no handbills" or "no vendors or solicitors." Sec. 10.295

Signed: Seyfudin P. Jivodich Date: 7.10.2015

State of Michigan)
County of Wayne) ss.

Subscribed & sworn to before me this 15 day of July, 2015
Lisa Kay Hathaway
Signature of Notary Public
My Commission expires: 05-24-18

LISA KAY HATHAWAY
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB

	Approve	Deny
Public Safety:	<u>[Signature]</u>	<u>[Signature]</u>
City Clerk:	_____	_____
Council Action:	_____	_____
Plate No.:	_____	_____
Date Issued:	_____	_____
By:	_____	_____

Seyfudin Livadich spoke in favor of his **refuse vendor license appeal**.

Motion by Ketels, seconded by Shetler, regarding Appeal Refuse Vendor License: Seyfudin Livadich, that the City Council deny this request, and direct the City Attorney prepare an ordinance amendment to increase the number of vendor licenses to five.

Motion carried by the following roll-call vote:

Yes: Bryant, Ketels, McConaghy, Shetler

No: Granger, Koester, Novitke

Absent: None

The Mayor stated that should an amended ordinance be adopted, it would be necessary to place on City website to notify the community that an additional license is available permitting anyone to apply for the additional license.

STATE OF MICHIGAN 32F JUDICIAL DISTRICT ORI820275J PIN: 15-5560	REGISTER OF ACTIONS	CASE NO: 15230084 D01 ON STATUS: CLSD 08/12/15
--	---------------------	---

JUDGE OF RECORD: METRY, THEODORE A., P-47087
JUDGE: METRY, THEODORE A., P-47087

CITY OF GROSSE PTE WOODS v

LIVADREH/SEYFUDIN/P
23167 GLADHILL LANE
SAINT CLAIR SHOR MI 48080

CTN:

TCN:

SID:

ENTRY DATE: 07/13/15

OFFENSE DATE: 07/10/15 1219 PM

VEHICLE TYPE:

VPN:

DOB: 11/22/1941 SEX: M RACE: W DLN: MI L132762675893

CDL: U

VEH YR: VEH MAKE: VIN:

PAPER PLATE:

OFFICER: NOTA/SCOTT/PSO

DEPT: GROSSE PTE WOODS DEPT OF

PROSECUTOR:

VICTIM/DESC:

VENUE: CITY OF GROSSE PTE WOODS

COUNT 1 C/M/F: C 10-220

ORD#10-220

TRASH PICKING WITHOUT A PERMIT

ARRAIGNMENT DATE: 08/12/15 PLEA: ADMIT RESPON PLEA DATE: 08/12/15

FINDINGS: JDGMNT RNDRD DISPOSITION DATE: 08/12/15

SENTENCING DATE: 08/12/15

FINE	COST	ST.COST	CON	MISC.	REST	TOT FINE	TOT DUE
350.00	0.00	0.00	0.00	0.00	0.00	350.00	0.00

JAIL SENTENCE:

PROBATION:

VEH IMMOB START DATE:

NUMBER OF DAYS:

VEH FORFEITURE:

DATE	ACTIONS, JUDGMENTS, CASE NOTES	INITIALS
07/10/15		
1	ORIGINAL CHARGE TRASH PICKIN	JAM
	COURT DATE 081215 830A METRY, THEODORE A., P-47087	JAM
07/13/15		
	NAME/DLN/DOB OVERRIDE	JAM
	FILING DATE 071315	JAM
08/12/15		
1	ARRAIGNMENT HELD TRASH PICKIN	BCM
	JDG METRY, THEODORE A., P-47087	BCM
	ADMIT RESPONSIBILITY	BCM
	JUDGMENT RENDERED	BCM
	SENTENCE \$ 350.00	BCM
	U/A FOR 6 MONTHS	BCM
	ORDINANCE FINE \$ 350.00	BCM
	MONETARY TRANSACTION TRASH PICKIN	JMD
	PAYMENT \$ 350.00 D106905	JMD
1	CHECK TENDERED 1241	JMD
	CASE CLOSED	JMD

***** END OF REGISTER OF ACTIONS ***** 09/02/15 09:32

State of Michigan
Uniform Law Citation

Ticket No. **230084** ☐ Victim Involved

US DOT # _____ Incident No. **15-5560** Dept. No. **430**

The People of: ☐ the State of Michigan
☐ Township ☒ City ☐ Village ☐ County

Local Use/Arrest No. **5-15** Detection Device **KIK**

OF: **GROSSE POINTE WOODS** Fr. _____ of _____

THE UNDERSIGNED Month **7** Day **10** Year **15** At approximately ☐ A.M. ☐ P.M. Date Month **11** Day **22** Year **41**

SAYS THAT ON: _____

State ☒ Oper./Chauf. Driver License Number **L132762675 893** SSN (last 4 digits) **893**

☒ CDL

Race **WM** Sex **M** Height **5'6"** Weight **140** Hair **BRN** Eyes **BRN** Occupation/Employer _____

Name (First, Middle, Last) **Scythian P Livadich**

Street **23167 Gladhill Ln**

City **Saint Clair Shores** State **MI** Zip Code **48080**

Vehicle Plate No. _____ Year _____ State _____ Vehicle Description (Year, Make, Color) _____ Veh. Type _____

THE PERSON NAMED ABOVE, in violation of ☒ Local Ordinance ☐ State Law ☐ Administrative Rule
UPON **F/O 1538 Lochmore Blvd**

AT OR NEAR _____

WITHIN ☒ CITY ☐ VILLAGE ☐ TOWNSHIP OF **GROSSE POINTE WOODS**

COUNTY OF **WAYNE** DID THE FOLLOWING

Type	MCL Cite/PACC Code/Ordinance	Description (include any bond amount collected on each charge)	Charge No.
<input checked="" type="checkbox"/> C/I <input type="checkbox"/> Warn <input type="checkbox"/> Misd <input type="checkbox"/> Fug <input type="checkbox"/> Fel <input type="checkbox"/> Waiv	<input type="checkbox"/> Authorization pend.	Fail to obtain permit to junk	1
<input type="checkbox"/> C/I <input type="checkbox"/> Warn <input type="checkbox"/> Misd <input type="checkbox"/> Fug <input type="checkbox"/> Fel <input type="checkbox"/> Waiv	<input type="checkbox"/> Authorization pend.		2
<input type="checkbox"/> C/I <input type="checkbox"/> Warn <input type="checkbox"/> Misd <input type="checkbox"/> Fug <input type="checkbox"/> Fel <input type="checkbox"/> Waiv	<input type="checkbox"/> Authorization pend.		3

TO THE COURT: Do not arraign on a felony charge until an authorized complaint is filed.

Offense Code(s) **10-720** 2 _____ 3 _____

Key for Type: C/I = Civil Infraction Misd = Misdemeanor Fel = Felony Warn = Warning Fug = Fugitive
Waiv = Violation for Which Fines/Costs May be Waived Authorization pend. = Authorization pending

Remarks: **Fail to obtain permit to junking**

CHECK IF APPROPRIATE ☐ Damage to Property ☐ Local Court Bond \$ _____
☐ Vehicle Impounded ☐ Injury ☐ License Posted in Lieu of Bond
☐ Traffic Crash ☐ Death ☐ Appearance Certificate
Person in Active Military Service ☐ Yes ☐ No ☐ None

SEE DATE BELOW. SEE BACK OF CITATION FOR EXPLANATION AND INSTRUCTIONS

Appearance Date on or before **8-12-15 0850 AM**

Hearing Date (if applicable) on _____ ☐ Contact Court

☐ Juvenile Traffic Misd. (Court will Notify) ☐ Formal Hearing Required. (Court will Notify)

In the MUNICIPAL Court of **GROSSE POINTE WOODS**

Court Address & Phone Number
**20025 MACK PLAZA
GROSSE POINTE WOODS, MI 48236
PHONE: (313) 343-2455**

☐ I served a copy of the civil infraction complaint upon the defendant (or owner/occupant, by posting if applicable).
I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge, and belief.

Complainant's Signature and receipt if applicable _____ Month **7** Day **10** Year **15**

Officer's Name (printed) **NOTA** Officer's ID No. **20**

Agency ORI **MI-8245000** Agency Name **GROSSE POINTE WOODS
DEPT. OF PUBLIC SAFETY**

UC-01a (rev. 6/05) **COURT COPY**

Ticket No.

Name

Case No.

Press Hard - You are making five copies

This form is available from Target Information Management, Inc. (517)337-1211

Calls for Service

CFS No: 150005560

**GROSSE POINTE WOODS PS**20025 MACK PLAZA DR
GROSSE POINTE WOODS MI 48236
313 343-2400**CFS Report****Administrative Details:**

CFS No 150005560	Subject C3324 SUSPICIOUS CIR
Report Date/Time 07/10/2015 12:19	Occurrence Date/Time 07/10/2015 12:19
Location 1536 LOCHMOOR BLVD	Call Source TELEPHONE
Reported Offense C3324 SUSPICIOUS CIR	Verified Offense L3571 - Ordinance Violation-Other
OIC ** , ** (-)	OIC Contact Number PSO S No A #20. J
County 82 - Wayne	City 69 - Grosse Pt. Woods
Division Patrol	

Calls for Service

CFS No: 150005560



Offenses:

L3571 - Ordinance Violation-Other [GWNOTAS (01126)]

IBR Code / IBR Group /	Offense File Class	
Crime Against	Location Type 20 - Residence/Home	Offense Completed Not Applicable
Domestic Violence No	Hate/Bias 00 - None (No Bias)	
Using	Cargo Theft	
A-Alcohol: No C-Computer Equipment: No D-Drugs/Narcotics: No		

Others:

LIVADICH, SEYFUDIN P (O-OTHER) (X-MISCELLANEOUS) [GWNOTAS (01126)]

PE:	W.Type:	Last Name LIVADICH	First Name SEYFUDIN	Middle Name P	Suffix	Mr/Mrs/Ms
Aliases		Driver License# L 132 762 675 893		DL State MI	DL Country USA	Personal ID#
DOB (Age) 11/22/1941 (73)	Sex Male	Race WHITE	Ethnicity	Birth State	Birth Country	Country of Citizenship
Eye Color Brown	Hair Color Gray or Part Gray	Hair Style	Hair Length	Facial Hair		
Complexion	Build	Teeth	Height 5' 6"	Weight 140	Attire	
Street Address 23167 GLADHILL LN SAINT CLAIR SHORES MI 48080-2520		County MACOMB	Country of Residence USA		Home Phone	Work Phone
City SAINT CLAIR SHORES		State MI	Zip 48080-2520	Cell Phone 586 779 7619	Email	
Resident Resident of the community, city, or town where the offense occurred	SSN	SID	SID State of Issue		MDOC/PRN#	

Property:

3501 - Automobile/Car/Vehicle (not Stolen Or Recovered) 5403 [GWNOTAS (01126)]

Property Class 03	IBR Type 03 - Automobiles	UCR Type V - Other Vehicle (not Stolen or Recovered)			
Status I - Information Only	Count 1	Value 1			
Manufacturer GMC	Model SAVANA	Serial No. 1GTHG39R921200051	License No. 2HDL98	Color WHI - White	
Vehicle Year 2002	Body Style VN - Van or Panel	State MI	License Year 2015		
Description SUSPICIOUS VEHICLE FROM ORDINANCE VIOLATION	Disposition	Evidence Tag			
Recovered Date/Time	Location	Owner [O22997606] LIVADICH, SEYFUDIN P			

**Narrative:****CFS Narrative By: GWNOTAS (01126)**

01647 - 12:19:10 Primary Event: MAIN Opened: 15/07/10 12:19
01647 - 12:19:10 Incident Initiated By: GW/SCHROERLUCKER
01647 - 12:19:10 ILLEGAL JUNKER REPORTED IN A WHITE VAN IN THE AREA
01126 - 12:34:10 SEE CFS # ON FILE FOR ALL DETAILS.
01647 - 12:35:01 Route Closed: MAIN

SUMMARY OF OFFENSE:

Unknown caller reported male (SEYFUDIN LIVADICH) in white van junking in area and disassembling TV set for scrap purposes.

INFORMATION:

This CFS for documentation purposes and assist GPW City Hall with ordinance violation. LIVADICH was already reported for "junking" / refuse collection in the city w/o a permit according to GPW City Ordinance section #10-220 to # 10-296. LIVADICH also spoke in favor of his refuse vendor license appeal before GPW City Counsel on 1-16-2015 (See attached paperwork).

CONTACT W/ SEYFUDIN LIVADICH & INVESTIGATION:

Upon arrival I located LIVADICH in front of 1836 Lochmoor Blvd, disassembling a TV set that was discarded at the curb. I then advised LIVADICH of the complaint, asking if he had a vendor permit / license for refuse pick up "junking". LIVADICH responded "he was out junking, he didn't have a vendor permit / license then pulled out a letter he received from the city". The letter was from CA FINCHAM dated 1-15-2015 thanking him for his donation to the department of public safety and another that explained to the City why he was late applying for his vendor license". LIVADICH then advised "that he applied for his license but it was given to someone else before him this past winter"

I thanked LIVADICH for his donation to the PSD and he still needed a vendor license / permit to pick up refuse.

DISPOSITION:

After checking LIVADICH via LEIN for any wants / warrants I then issued citation # 230084 for fail to obtain permit for junking / refuse w/a court date of 8-12-15 @ 8:30 am. See attached copy of citation issued.

FOLLOW UP W/ GPW CITY HALL CITY CLERK-LISA HATHAWAY



At GPW City Hall I then spoke to LISA HATHAWAY about the ordinance violation & LIVADICH. HATHAWAY advised that prior complaints involving LIVADICH were filed, he filed his paperwork late last year and was denied. Due to other circumstances LIVADICH appealed then an additional vendor license was approved from 4-5 for refuse collection. LIVADICH was notified to apply for the additional license but failed.

SCANNED / ATTACHED DOCUMENTS:

See attached paperwork supplied for this CFS including citation issued.

TO WHOM IT MAY CONCERN
THE REASONS I WAS TOO LATE TO APPLY
FOR A VENDOR LICENSE IT WAS EMERGENCY
ROUND TRIP TO EUROPE BECAUSE OF MY MOTHERS
SUDDEN DEATH. PLUS I HAD TO FINDE A NEW
HOME FOR MY FATHER.

ALSO I MUST DO THIS JOB NOT JUST
FOR MYSELF BUT FOR NON PROFFIT
ORGANIZATION CALLED ~~MERSSY~~ ^{MERCY} FOR STARVING
People Like IN SIRIA & IRAG.

IF I STOP DO WHAT I WAS DOING I WOULD
NOT^{BE} ABLE TO HELP ANY ONE ANY MORE
AND THAT WOULD BE VERY SAD.

THE MONEY WHAT I MAKE MORE THEN HALF
I SEND TO STARVING PEOPLE.

SO PLEASE RECONSIDER MY VENDORS. PERMIT
THANK SO MUCH Leyfudin hivedrol

RECEIVED

DEC 29 2014

CITY OF GROSSEPOINTE WOODS



CITY OF GROSSE POINTE WOODS
DEPARTMENT OF PUBLIC SAFETY
ALFRED FINCHAM, Acting Director
20025 Mack Plaza
Grosse Pointe Woods, MI 48236-2397



January 15, 2015

Mr. Seyfudin Livadich
23167 Gladhill Ln.
St. Clair Shores, MI 48080

Dear Mr. Livadich:

On behalf of our entire staff, I would like to express our gratitude and appreciation for your generous donation of \$100 to the Department of Public Safety. The money will be put to good use. It was very kind and generous for you to think of us and take the time to personally deliver the check. We are glad that you think so highly of the work that our officers do.

It is an honor and a privilege for us to serve and protect our residents and local businesses.

Thank you again for your donation.

Sincerely,

Alfred Fincham, City Administrator/Acting Director
Department of Public Safety

AF/cd

Address reply to: Director of Public Safety
Telephone: (313) 343-2419 Fax: (313) 343-9941 Email: pubsafty@gpwwmi.us

07/10/15

Officer Nota told me that Mr. Seyfudin P. Livadich was issued a ticket today for refuse vending without a permit. Nota stated he was found disassembling a television set at the curb.

Mr. Livadich came in to my office complaining that the police stopped him for picking up a television and putting it in his truck after having picked up a treadmill. He was angry that someone called the police and "wished that whomever it was that called would lose an arm or a leg." He said he didn't hurt anybody and that he should not have been given a ticket.

Lisa Hathaway
City Clerk



Lisa Hathaway

From: Peter G [petergilezan@gmail.com]
Sent: Thursday, August 13, 2015 3:15 PM
To: Lisa Hathaway
Subject: Resignation From Elected Officials Compensation Commission

Dear Lisa,

Due to my recent move outside of Grosse Pointe Woods, I am hereby tendering my resignation from the Elected Officials Compensation Commission.

It was my distinct honor and privilege to serve the City for over 40 years in various elected and appointed roles.

Please share a copy of this note with Mayor Bob Novitke and Chairman Dan Curis.

Kind regards,
Peter Gilezan

CITY OF GROSSE POINTE WOODS
INFORMATION TECHNOLOGY
MEMORANDUM

RECEIVED
SEP - 8 2015
CITY OF GROSSE PTE. WOODS

DATE: September 3, 2015

TO: Alfred Fincham, City Administrator

CC: Dee Ann Irby, City Treasurer/Comptroller

FROM: Gary Capps, Information Technology Manager *GC*

SUBJECT: Lease Agreement and Trade in for City Hall Color Copier

As you are aware, the City currently uses a Kyocera Task Alpha 4550ci color multifunction unit for the majority of its color printing needs, copies as well as scan and fax functions for the finance department. This unit was on a lease which began in July, 2011 and is up for renewal. The lease amount was \$260.54 and maintenance was .009 per b/w copy and .065 per color copy. The Kyocera is at the end of its 4 year lease and I would like to turn in the unit and lease a new Sharp MX-5141 for a term of 4 years. This lease amount of this until is slightly less, at \$257.73/mo and only \$.008 per b/w copy and \$.055 per color copy. I would like to have this matter placed on the agenda for the September 14, 2015 City Council meeting for approval.

I recommend leasing the following Multifunction Device from **Prime Office Innovations, L.L.C., 15776 Leone Drive, Macomb, MI 48042** in an amount not to exceed \$258/mo for a term of 4-years, and monthly maintenance on cost per page basis. I would like to request approval from City Council for a 48 month lease on a new unit. Attached is information for the new lease including features and pricing which is secured by national bid process through National Joint Powers Alliance (NJPA). Funds are budgeted and available for the lease agreement in account 101855818.000 and maintenance agreement funds are available in account 101855850.000.

City Hall – Sharp MX-5141 - 4 year lease at \$257.73 per month for the lease payment and a maintenance plan including toner at \$.008 per b/w copy and \$.055 per color copy.

I do not believe any benefit will accrue to the City to seek further competitive bids.

Al Fincham

Al Fincham, City Administrator

9-8-15

Date

Dee Ann Irby

Dee Ann Irby, City Treasurer/Comptroller

9-8-15

Date

Council Approval Required



AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.: **1082773**

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **City of Grosse Pointe Woods**

ADDRESS: **20025 Mack Plaza Dr**

Grosse Pointe Woods MI 48236-2343

VENDOR (VENDOR IS NOT OWNER'S AGENT NOR IS VENDOR AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS AGREEMENT)

Prime Office Innovations

Macomb Township, MI

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

☐ SEE ATTACHED SCHEDULE

1 Sharp MX-5141N Full Color MFP

EQUIPMENT LOCATION: **As Stated Above**

(*PLUS TAX)

TERM IN MONTHS: **48**

MONTHLY PAYMENT AMOUNT*: **\$257.73**

PURCHASE OPTION: **Fair Market Value**

DOCUMENTATION FEE: **\$69.50**

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to pay your Vendor for the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT AND REMEDIES. If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. Any change must be in writing signed by each party.

OWNER ("WE", "US", "OUR")

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE FUND VENDOR FOR THE EQUIPMENT.

OWNER: **GreatAmerica Financial Services Corporation**

CUSTOMER'S AUTHORIZED SIGNATURE

CUSTOMER: **(As Stated Above)**

SIGNATURE:

DATE:

SIGNATURE: **X**

DATE:

PRINT NAME & TITLE:

PRINT NAME & TITLE:

UNCONDITIONAL GUARANTY

The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Agreement. The undersigned also waives any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agrees to the designated forum and consents to personal jurisdiction, venue, and choice of law as stated in the Agreement, agrees to pay all costs and expenses, including attorney fees, incurred by us related to this guaranty and the Agreement, waives a jury trial and transfer of venue, and authorizes obtaining credit reports.

SIGNATURE: **X**

INDIVIDUAL:

DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: **X**

NAME AND TITLE:

DATE:



Prime Office Innovations
15776 Leone Drive
Macomb, MI 48315
Phone: 586-992-1810

Date:

SERVICE AGREEMENT

Customer Name City of Grosse Pointe Woods		
Description of Equipment Sharp MX-5141N	Serial Number	
Billing Address 20025 Mack Plaza Drive, Grosse Pointe Woods	County & Zip Code Wayne 48236-2343	State of Organization MI
Telephone Number (313) 343-2525		
Equipment Location (if different than billing address) Finance Department	County & Zip Code SAME	Tax ID#

Maintenance Agreement Price Information

Color Cost Per Image	Monthly Minimum Images	Billed In Arrears (Check One)
\$.055	0	Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/>
Black Cost Per Image	Monthly Minimum Images	Billed In Arrears (Check One)
\$.008	0	Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/>

*Supplies Shipping and Handling Charges will be billed as a separate line item.
The foregoing prices are guaranteed for 1-year and may be adjusted thereafter.*

Network Implementation Assistance ☒ Accept ☐ Decline

Network Implementation Assistance	Includes	Includes up to 2 Hour(s) of network implementation assistance with customer's IT Personnel.
\$	2 Hour(s) (details on Network Integration Assurance Form)	

I/we, the undersigned, have read and understand the Terms & Conditions and agree to be bound thereby.

Customer Signature:

Printed Name:

Title:

Date:

Acceptance: Kevin Macklem

Digitally signed by Kevin Macklem
DN: cn=Kevin Macklem, o=Prime Office Innovations, LLC, ou,
email=kevin.macklem@primeoffice.com, c=US
Date: 2013.05.20 11:57:20 -0400

Prime Office Technology, LLC: Donna Kalmeta
DBA Prime Office Innovations

Title: Member

Date:

Terms and Conditions

For the purpose of maintaining the equipment covered by this agreement in good operating condition; Prime Office Technology, LLC ("Provider") agrees to perform maintenance services described in contract for the undersigned ("Customer") subject to the following terms and conditions.

1. **GENERAL TERMS:** All Base Charges are billed in advance. This agreement includes all normal parts, service, maintenance & labor, as well as all operating supplies except paper and staples. UPS Shipping charges for supplies will be billed as a line item.
2. **SERVICE CALLS:** Provider will, without additional charge, make service calls during regular business hours (of 8:30 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays) and replace parts, which have been broken or worn through normal use and are necessary for machine servicing and maintenance adjustments. Modifications to the equipment are excluded. Unauthorized modifications made by the Customer may void this agreement.
3. **LIMITATIONS ON SERVICE:** This agreement shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, vandalism, electrical power failure, or alteration, fire, water, or other casualty, or to repairs made necessary by service performed by personnel other than those of Provider, or by the use of supplies or spare parts not meeting Provider's specifications.
4. **CUSTOMER RESPONSIBILITIES:** All equipment must be connected to a dedicated, grounded power outlet. Customer must provide an approved surge protection device; any electronic damage to equipment not on a surge device will not be covered under this agreement. It is the responsibility of the Customer to keep the equipment in good operating condition between regular service inspections, as outlined in the operator's manual.
5. **LIMITATION OF LIABILITY:** CUSTOMER AGREES THAT IN NO EVENT SHALL PROVIDER, ITS OWNERS OR AGENTS BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, NOMINAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL, OR FOR ANY PENALTIES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED INCLUDING CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF PROVIDER HAD BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY. PROVIDER'S MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES. IT IS EXPRESSLY AGREED THAT CUSTOMER'S REMEDY EXPRESSED HEREIN IS CUSTOMER'S EXCLUSIVE REMEDY, THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.
6. **LIMITATION OF ACTIONS:** CUSTOMER MUST BRING ANY ACTION RELATING TO THE SUBJECT MATTER OF THIS CONTRACT WITHIN ONE (1) YEAR AFTER

THE CUSTOMER KNEW OR SHOULD HAVE KNOWN OF THE CAUSE OF ACTION. ANY CLAIM BROUGHT BY CUSTOMER MORE THAN ONE YEAR AFTER THE CUSTOMER KNEW OR SHOULD HAVE KNOWN OF THE CAUSE OF ACTION SHALL BE BARRED.

7. **RIGHT TO RESCHEDULE:** If, after making definite arrangements to service the equipment and the visit is made, it is found that due to Customer circumstances the service cannot be performed Provider reserves the right to charge for a reschedule at current labor rates.
8. **ASSIGNMENT:** Customer agrees and acknowledges that this agreement is not assignable.
9. **PAYMENTS:** You agree that Provider may increase the applicable Base Charges and/or the applicable Overage Charges once each year for any renewal term, by an amount not to exceed 15% per year. At Our option, Customer will (a) provide Us by telephone or email the actual meter readings when We so request, or (b) allow Us to attach an automatic meter reading device to the Equipment. If We request You to provide Us with the meter readings and You fail to do so with 7-days of Our request, then We may estimate the number of copies and prints made and invoice you accordingly.
10. **RENEWAL:** This agreement automatically renews on the anniversary date. This agreement will be automatically renewed for an additional term unless Customer provides notice, in writing, 30 days prior to the anniversary of the start date. Notwithstanding the foregoing, this agreement shall not exceed five (5) successive years from the original install date.
11. **PROVIDER TERMINATION:** Notwithstanding any provision to the contrary, Provider reserves the right to terminate this agreement at ANY time and for ANY reason upon providing Customer with notice 30 days prior to said termination.
12. **MODIFICATION:** No modification or amendment to this agreement will be binding on Provider, unless in writing and signed by an officer of Provider.
13. **VENUE:** Any action relating to this contract or its subject matter must be brought in a court of competent jurisdiction in St. Clair County, Michigan.
14. **MISCELLANEOUS:** If the equipment is to be moved to a new location, Provider's personnel must move it. There may be an additional charge for this service.

When, in Provider's opinion, shop reconditioning or work beyond the scope of this agreement is necessary Provider will submit a cost estimate for such work. If the Customer authorizes such work, a separate invoice will be rendered thereof.

Initial

GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Financial Services Corporation ("we", "our") and Grosse Pointe Woods, City of ("Governmental Entity", "you", or "your"), which agreement is identified in our records as agreement number 1082773 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE

(As Stated Above)

X

SIGNATURE

PRINT NAME & TITLE

DATE

OUR SIGNATURE

GreatAmerica Financial Services Corporation

SIGNATURE

PRINT NAME & TITLE

DATE

NJPA Configuration Pricing

Sharp NJPA - 51ppm COLOR MFP	MSRP	36-mo FMV Lease	48-mo FMV Lease	60-mo FMV Lease
Sharp MX-5141N 51ppm COLOR MFP	\$ 22,550	\$ 252.43	\$ 207.43	\$ 169.52
MX-FNX9 Inner Finisher	\$ 1,855	\$ 18.07	\$ 14.85	\$ 12.13
MX-PNX1B 3-hole Punch Module	\$ 735	\$ 10.54	\$ 8.66	\$ 7.08
MX-FX-11 Fax Expansion Kit	\$ 1,360	\$ 13.09	\$ 10.76	\$ 8.79
MX-DE21 Stand with 2,000 Sheet Paper Drawer	\$ 1,550	\$ 19.52	\$ 16.04	\$ 13.11
Recommended System Configuration	\$ 28,050	\$ 313.64	\$ 257.73	\$ 210.63

All Pricing is subject to applicable taxes. Leases include property taxes however require property insurance.

Supplies and Service Pricing Package*	Cost/Image
Black and White Copies	\$ 0.0080 ✓
COLOR Copies	\$ 0.0550 ✓

*Includes all parts, maintenance and labor and consumable supplies except paper and staples.

Optional Accessories	MSRP	36-mo FMV Lease	48-mo FMV Lease	60-mo FMV Lease
MX-FR42U Commercial Data Security Kit	\$ 575	\$ 9.24	\$ 7.59	\$ 6.20
Power Filter & Suppressor 20 Amp**	\$ 195	\$ 4.37	\$ 3.59	\$ 2.94

N/A

**required for service and supplies maintenance program

All Proposed pricing utilizes the National Joint Powers Alliance and Sharp Electronics Purchasing Contract # 100312-SEC.

Services Invoiced Separately	Sale Price
Delivery and Setup	\$ -
Network Implementation Assistance - two hours max.	\$ 270.00
On-site Professional Training Session - one hour max.	\$ 135.00
Delivery, Setup, Networking and Training Total	\$ 405.00

SHARP®

DYNAMIC PERFORMANCE WITH EXCEPTIONAL OPERABILITY



MX-4140N

MX-4141N

MX-5140N

*MX-5141N



"Highly Recommended" Rating
MX-5141N



"Reliability Certified"
MX-5141N



The MX-4140N/4141N/5140N/5141N provides your business with the tools you need to gain the competitive advantage.

FULL-COLOR LEDGER-SIZE WORKGROUP DOCUMENT SYSTEMS

Reliability

Sharp's new MX-4140N/4141N/5140N/5141N color series document systems combine the simplicity of touch-screen menu navigation with robust multi-tasking workflow features that can help virtually any office accomplish more in less time. A large 10.1" (diagonally measured) high-resolution, tilting touch-screen display offers groundbreaking real-time image preview with intuitive flick-and-tap editing to help ensure your documents are produced accurately and without waste. This new series also offers many advanced features such as a fully customizable home screen, dynamic action menus that provide feature-specific guidance, and a full-size retractable keyboard for easy data entry. Plus, with Sharp's enhanced second-generation micro-fine toner technology and true 1200 x 1200 dpi print resolution, this new series can help your business produce professional looking color documents in-house with breathtaking image quality that is also economical. The new MX-4140N/4141N/5140N/5141N color series has been built on the latest Sharp OSA® development platform, making integration with network applications and cloud services easier than ever. And with Sharp's industry-leading security platform with standard 256-bit data encryption and overwrite protection, you can rest assured that your intellectual property is well protected.



ENGINEERED TO DELIVER PERFORMANCE AND PRODUCTIVITY

VERSATILE

MULTI-FUNCTIONAL

POWERFUL

MULTI-TASKING

INTUITIVE

Advanced features plus multi-functional capability allow you to meet tomorrow's document needs today.

- **2,000-sheet tandem paper drawer option expands** maximum online paper capacity to **6,600 sheets**
- **Flexible paper handling system** feeds up to **80 lb. cover** through the paper trays and up to **110 lb. cover** through the bypass tray
- Scan both sides of a document in a single pass at up to 170 IPM with the standard **150-sheet duplexing document feeder** (standard on the MX-4141N/5141N)
- Large 10.1" (diagonally measured) high **resolution touch-screen display** offers **real-time image preview** feature with flick, tap and slide navigation, and pinch-and-zoom capability to shrink and enlarge images



- **Compact PDF** feature dramatically reduces the file size of scanned color documents, resulting in decreased network traffic and more **efficient use of disk and cloud storage** (standard on the MX-4141N/5141N).
- Full-size, **retractable keyboard** allows quick, easy and accurate data entry (standard on the MX-4141N/5141N)
- **1200 x 1200 dpi printing** provides clear, crisp images even on jobs with fine detail
- Network ready **PCL®6** and true **Adobe® PostScript®3™** printing systems with **direct print** function and available **XPS** option (standard on the MX-4141N/5141N)
- Pantone Licensing offers unprecedented levels of color fidelity to the **PANTONE MATCHING SYSTEM®**
- **Standard Wireless LAN** connects to your network or allows users to print to and scan from the device via **Sharpdesk® Mobile**
- Supports the latest **Sharp OSA development platform**, enabling businesses to easily integrate with **network applications and cloud services**
- Supports Sharp's **award-winning security platform** with **standard 256-bit data encryption**, up to 7 times **overwrite protection**, and convenient **End-of-Lease** feature



REVOLUTIONARY MFP FEATURES TO STREAMLINE YOUR WORKFLOW



Full-size retractable keyboard simplifies data entry.*



Easily edit documents in scan preview mode.



Intuitive copy screen shows options on the left and menu guidance on the right.



Available paper capacity stores up to 6,600 sheets.

Flexible design to meet the needs of your environment.

A Smart Touch-Screen Helps You Get Your Work Done Fast

The new MX-4140N/4141N/5140N/5141N color workgroup document systems feature a **10.1"** (diagonally measured) **high-resolution LCD** that goes beyond basic touch-screen menu navigation. With advanced features that include **flick, tap, slide, pinch and zoom**, you can quickly access the powerful functions of this new series. In addition, a **tilting display panel** provides enhanced accessibility. A built-in full-size retractable keyboard makes data entry quick and easy.*

Easily Check and Edit Your Original Document

Save time and help reduce waste by correctly executing your copy or scan job the first time. With Sharp's **real-time scan preview and edit** functions, you can quickly rotate or delete pages, insert blank sheets, remove artifacts, change the color mode, even check the staple position before executing your job. Dynamic action menus provide **feature-specific guidance**, so it is easy to determine your choices for each operation. For comprehensive, step-by-step instructions on any operation, simply open the **on-line user manual** and navigate to the feature you need.

High Image Quality You Expect with the Performance You Need

The new MX-4140N/4141N/5140N/5141N color workgroup document systems utilize a powerful multi-tasking controller designed to quickly execute complex copy, print and scan jobs even in busy office environments. Plus, with print speeds of **41 and 51 pages per minute**, this new series can help elevate your office productivity to new heights. With **1200 x 1200 dpi** print resolution and Sharp's enhanced second-generation micro-fine toner technology, your business can produce professional looking color documents with breathtaking image quality.

Flexible Configurations for Today's Unique Office Environments

This new series offers a flexible paper handling system that includes an available 2,000-sheet tandem paper drawer. With **rugged paper tray handles** for easy access and available **on-line paper capacity for up to 6,600 sheets**, the machine is ready when you are. A standard 150-sheet duplex single pass feeder (on the MX-4141N/5141N), 100-sheet reversing single pass feeder (on the MX-4140N/5140N) combined with automatic trayless duplexing, electronic sorting and integrated offset stacking, allow you to complete even large jobs in a snap.

Advanced Finishing Adds the Final Touch

This series offers a choice of **four high-performance finishers** that can give your documents a professional look and feel. Choose from a **compact inner finisher**, a floor-standing 1K **saddle-stitch finisher**, a 4K saddle-stitch finisher or a 4K stacking finisher. All finishers offer three-position stapling and an available 3-hole punch.



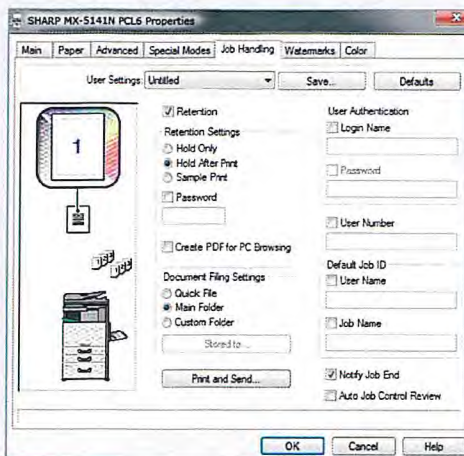
MX-5141N shown with saddle-stitch finisher and optional MX-LC11.



MX-5141N shown with compact inner finisher.

*Standard on the MX-4141N/5141N.

VERSATILE FUNCTIONALITY FOR OPTIMAL QUALITY AND RESULTS



With Sharp's advanced job handling, you can retain print jobs on the hard drive for reprinting at a later date.



Sharp's integrated network scanning offers one-touch document distribution to multiple destinations.



Sharp's Document Filing System with thumbnail preview makes it easy to locate and retrieve stored jobs.



Work more efficiently and collaborate more easily with Cloud Portal Office.

Advanced technologies deliver outstanding output quality and flexible document distribution at your fingertips.

Exceptional Print Quality with Professional Looking Output

With the MX-4140N/4141N/5140N/5141N color series, your business can produce brilliant, high-color documents, as well as razor-sharp B&W documents. Plus, with **1200 x 1200 dpi resolution**, even documents with fine detail will look great! Easy-to-use print drivers allow you to set up complex jobs with just a few mouse clicks. The standard **Adobe® PostScript® 3™ driver** delivers extensive color control options, so you can manage color consistency right from your desktop. For even more flexibility, add the **optional XPS kit**. With Sharp's **advanced job retention** features, jobs can be stored on the hard disk drive to be reprinted again and again by walk-up users or from the embedded web page.

Integrated Network Scanning

With Sharp's powerful **ImageSEND** technology, you get one-touch distribution features that help centralize document workflow, reduce mail costs and save time. With **multiple destinations** including E-mail, Desktop, FTP, Network Folders (SMB and Home Directory), USB, Fax and Internet Fax, getting your document where it needs to go is as easy as pushing a button. High-volume workgroups will appreciate the **Send to Group** mode that allows users to broadcast to a mixed group of E-mail, Fax, and Internet Fax destinations for increased efficiency.* Convenient **Scan to Me** function lets logged-in users send scanned files to their own E-mail address simply by pressing the Start button, eliminating the need to enter or select an address and thereby preventing documents from being sent to the wrong destination.

Convenient E-mail Distribution and Document Management

With Lightweight Directory Access Protocol (LDAP), there's no need to manually enter a recipient's complete E-mail address. Simply enter the first few characters and it automatically searches and displays a list of matching names. And with **Sharpdesk®** personal document management software and the available Sharp OSA Network Scanner Tool (NST), users can easily organize their scanned documents and integrate them into everyday workflow.



Sharpdesk personal document software

Innovative Document Filing System for Easy Access

Sharp's easy-to-use **Document Filing System** provides a hard disk drive to **store frequently used files** like forms, templates and reports. With **thumbnail preview** mode, stored jobs can be located and retrieved quickly. An advanced backup system and PIN-access security helps ensure your files are safe. For critical environments, an optional **back-up hard disk drive** is available.

Connect Your Workforce with Cloud Portal Office and Collaborate More Easily

Cloud Portal Office is a comprehensive document storage and sharing service that provides a convenient way to **seamlessly connect to your business content** and easily **share and collaborate** with team members. You can also capture, index and archive both paper and electronic documents in a single repository. Most importantly, IT administrators can **manage and control user access** in order to safeguard company data.

*Some features require optional equipment.

GET MORE OUT OF NETWORK RESOURCES



Streamline your document workflow and enhance productivity with Sharp OSA technology.

Integrating with Network Applications and Cloud Services Has Never Been So Easy

With standard Application Communication and External Accounting modules, the MX-4140N/4141N/5140N/5141N color series offers **powerful document workflow capabilities** to help businesses leverage their network infrastructure, cloud-enabled services and more.* While others are limited to a small circle of productivity, the Sharp OSA development platform allows businesses to leverage the power of their network applications, back-end systems, even cloud-enabled services, right from the touch-screen panel of this new series.

Save Time, Increase Efficiency

You'll save time and increase the efficiency of everyday tasks with Sharp OSA technology because it can be virtually seamless to the user. Any MX-4140N/4141N/5140N/5141N anywhere in the organization can display choices that were once only available on a desktop PC. With **one-touch access** to business applications via Sharp OSA integration, you can start and finish a document distribution task without worry.

**Some features require optional equipment.*

Customized Integration

Sharp OSA technology also provides **powerful customization**. With the ability to personalize applications and processes specific to your business, Sharp OSA technology can help eliminate redundancy and **streamline workflow**, helping to save time and **optimize productivity**. The latest version of Sharp OSA technology can reach beyond the firewall, enabling cloud-based applications over the Internet. And since Sharp OSA technology utilizes industry-standard network protocols such as SOAP and XHTML, third party software developers can deliver customized solutions to your business faster than ever.

The Convenience You Want with the Security You Need

The MX-4140N/4141N/5140N/5141N color series with the Sharp OSA development platform is the logical choice for providing fast, **flexible access to documents and applications**...no matter where you are in the office. You also get the controlled access and tracking ability you require with tighter integration capabilities for network security and accounting applications.



ADVANCED DEVICE MANAGEMENT TOOLS MAXIMIZE EFFICIENCY

The MX-4140N/4141N/5140N/5141N color series document systems enhance operational efficiency through versatile device management capabilities.



Sharp Remote Device Manager (SRDM)

Make management of your MX-4140N/4141N/5140N/5141N simple and straight forward with Sharp Remote Device Manager (SRDM). This easy-to-use software allows you to take control of the versatile system features and simplifies installation and management.

- With **Printer Status Monitor**, network users can view printer conditions, check paper levels, toner, and more, all through an easy-to-use interface.
- With Sharp Remote Device Manager, administrators can easily manage the setup, configuration, device settings, cloning and more. Advanced features such as **Remote Front Panel** allow administrators and support personnel to view and control the LCD panel of the machine remotely from virtually any PC on the network. Plus, with event-driven, real-time service alerts, administrators and supervisors can achieve higher productivity. Now it is easier than ever to view service logs, click counts, history reports and more.
- Experience the convenience of an **Embedded Web Page** right from your desktop. This advanced web-based management tool allows users to create and manage their own network scanning destinations, profiles and web-links. Administrators can access device settings, color control, account information and security settings.

Take Charge of Color Usage and Costs

With Sharp's device management system, administrators and supervisors can **define user groups** on the MX-4140N/4141N/5140N/5141N to manage and restrict features, such as color copying, scanning or printing. Easily set up a custom user group to manage page counts (copy, print, scan or fax operations) for both color and B&W. This helps to simplify cost management of color imaging. The MX-4140N/4141N/5140N/5141N can store profiles for up to 1,000 users.

24/7 Training with My Sharp™

Managing all of the advanced features of your Sharp product is simple and easy. Ask your Authorized Sharp Dealer about the **My Sharp** website. This dedicated customer training website is customized to your MX-4140N/4141N/5140N/5141N and allows you to locate resources and find information specific to your configuration, truly helping you maximize your investment.



Remote Front Panel

Embedded Web Page

HEIGHTENED SECURITY HELPS PROTECT YOUR BUSINESS



To help protect your data, the MX-4140N/4141N/5140N/5141N offers several layers of **standard security**, making Sharp the optimum choice to help protect employees' privacy and intellectual property.* As a leader in office equipment security, Sharp makes it easy for virtually any business or government entity to safely deploy digital copying, printing, scanning and faxing.

Authority Groups

Advanced account management enables administrators to set authority groups for access to features of the MX-4140N/4141N/5140N/5141N. Administrators can control which department, for instance, has full access to copying, printing, scanning and/or fax. Walk-up users enter a Code, Local Name and Password, or LDAP User Authentication to access the features assigned to their group.

Documents Remain Confidential

The MX-4140N/4141N/5140N/5141N offers **Confidential Printing**, which when used, requires users to enter a PIN code in order to print a queued document. To help protect your direct-print documents from unauthorized viewing, the MX-4140N/4141N/5140N/5141N offers encrypted PDF printing and scanning. Additionally, **Secure Fax Release** ensures received fax documents are held in memory until an authorized user enters a PIN code, so that compliance with healthcare regulations such as the Health Insurance Portability and Accountability Act (HIPAA) is easier.

Tracking and Auditing Information

Legislation and industry policies require companies to be more aware of information flow from their offices. Sharp offers both built-in and additional hardware/software which allows users to control, access and track usage of each device on the network.

Data Security Kit (Optional)

For maximum protection, the optional data security kit offers additional features, such as Data Overwrite On-demand and at Power Up, Document Filing access control, Incorrect Password Lockout, Restricted Status Display and List Printing.

These scalable security offerings aim to protect your intellectual property, preserve confidential information and help your business to meet regulatory requirements such as HIPAA, and the Gramm-Leach-Bliley Act (GLB). For additional information visit: www.sharppusa.com/security.

Network Scanning Access Control

To help protect your network from unauthorized E-mail communications, the MX-4140N/4141N/5140N/5141N supports **User Authentication**, requiring users to login before performing any network scanning operations.

Control Device Access Over the Network

To help restrict access to the device over the network, the MX-4140N/4141N/5140N/5141N offers IPsec, SMB and extended support for **SSL Encryption** (Secure Sockets Layer), **IP/MAC address** filtering, IEEE 802.1x authentication, protocol enable/disable and port management for maximum security.

**Some features require optional equipment and/or software.*

ENVIRONMENTAL COMMITMENT



An Environmentally Responsible Approach to Product Design

The MX-4140N/4141N/5140N/5141N utilizes Sharp's advanced micro-fine toner technology, which offers a lower consumption rate and produces less waste than conventional toners, resulting in longer replacement intervals. Sharp supplies are packaged using fully recyclable materials. Long-life consumable parts help minimize service intervals and down time, resulting in lower operating costs. With two different energy saving modes, power can be reduced or shut off at set intervals. The MX-4140N/4141N/5140N/5141N document systems are ENERGY STAR® qualified and RoHS compliant to restrict the use of hazardous substances.

Toner Recycling Program

As part of our commitment to helping preserve the environment, Sharp offers our customers zero-waste-to-landfill recycling for all Sharp consumables, including cartridges, bottles, toner collection containers and drum units. Sharp encourages customers to recycle their used Sharp toner cartridges in bulk by providing a pre-paid Recycling Kit for their return to our facility.

Environmental Leadership

As a testament to our commitment to the environment, Sharp is a three-time winner of the ENERGY STAR annual Excellence in Energy Proficiency Product Design. Sharp is also a four-time winner of the SmartWay® Excellence Award, which recognizes companies for conserving energy and lowering greenhouse gas emissions in logistics and transportation. Sharp was also a previous recipient of the Excellence in Partnership Green Contractor Award and the Evergreen Award from the General Services Administration (GSA) and the Coalition for Government Procurement. These awards recognize environmentally responsible businesses and their efforts on recycling, waste reduction and affirmative procurement practices.

Global Initiatives

Sharp is committed to environmental sustainability and corporate responsibility including planning, design, manufacturing, distribution and product end-of-life management. For more information about Sharp's environmental leadership including information about energy efficient products, electronics or toner cartridge recycling, please visit www.sharppusa.com/environment.

MX-4140N/4141N/5140N/5141N SPECIFICATIONS

Main Specifications

MX-4140N/4141N/5140N/5141N	Base models include multitasking controller, 100-sheet RSPP (MX-4140N/5140N) 150-sheet DSPF (MX-4141N/5141N), PCL*6 and Adobe® PostScript® 3™ printing systems, network scanning, auto duplexing, 2 x 500-sheet paper drawers, 100-sheet bypass tray. Black and color developer is included.			
Type	Color multi-function digital document system			
Display	10.1" (diagonally measured) color dot matrix high-resolution touch panel tilting display. 1024 x 600 dots (W-SVGA).			
Functions	Copy, print, network print, network scan, document filing and fax ¹			
Copy System	Dry electrostatic transfer/Dual component developer/Magnetic brush development/OPC drums/Belt type fusing/white LED exposure			
Originals	Sheets and bound documents			
Max Original Size	11" x 17"			
Copy Size	Min. 5 1/2" x 8 1/2", Max. 11" x 17" + 12" x 18"			
Copy Speed	41/51 ppm B&W/Color (8 1/2" x 11")			
Multiple Copy	Max. 999 copies			
First Copy Time				
Seconds ²	MX-4140N	MX-4141N	MX-5140N	MX-5141N
	Black Color	Black Color	Black Color	Black Color
	Platen Glass 4.7	6.7	4.7	6.7
	Doc. Feeder 7.7	9.8	7.4	10.3
			7.0	8.8
				6.7
				9.2
Warm Up Time	30 seconds or less ²			
Magnification	25% to 400% in 1% increments (with document feeder 25%-200%)			
Original Feed	MX-4140N/5140N: 100-sheet RSPP/MX-4141N/5141N: 150-sheet DSPF with original size detection.			
Scan Speed	RSPP Copy/Scan: Up to 51 IPM ³ simplex/20 IPM duplex DSPF Copy: Up to 85 IPM ³ simplex (B&W/51 IPM simplex (Color) DSPF Scan: Up to 170 IPM ³ duplex (B&W/Color)			
Original Sizes	5 1/2" x 8 1/2", 8 1/2" x 11", 8 1/2" x 11" R, 8 1/2" x 14", 11" x 17"			
Paper Capacity	Standard: 1,100 Sheets/Maximum: 6,600 Sheets			
Paper Feed System	Standard: (2) 500-sheet paper drawer (letter/legal/ledger/statement size) and 100-sheet bypass tray (letter/legal/ledger/statement/envelope size). Optional: Single or double drawer paper deck (500 or 1,000 sheets), tandem paper drawer (2,000 sheets), letter/legal/ledger/statement size.			
Paper Weights and Types	Paper drawers: 16 lb. bond to 80 lb. cover. Other paper types include plain, pre-printed, recycled, pre-punched, letterhead and color paper. Bypass tray: 16-28 lb. bond (plain paper), 13-16 lb. bond (thin paper), 80-110 lb. cover (heavy paper), 20-24 lb. bond (Monarch/Com-10 envelope), tab paper (letter). Also label paper, gloss paper, pre-printed, recycled, pre-punched, letterhead, color paper and OHP film.			
Duplexing	Standard automatic duplex copying and printing			
CPU	Up to 1.8 GHz multi-processor design			
Interface	RJ-45 Ethernet (10/100/1000Base-T), USB 2.0 (2 host ports, front and rear), USB 2.0 (1 device port, rear)			
Memory	Standard 4 GB copy/print (shared)/Hard Disk Drive: 320 GB			
Hard Disk Drive	320 GB			
Copy Resolution	Scan: B&W/color: 600 x 600 dpi; Copy Output: B&W/color: 600 x 600 dpi			
Color Modes	Auto Color Selection (ACS), Full Color Mode, Monochrome (B/W)			
Exposure Control	Modes: Automatic, Text, Text/Photo, Text/Printed-Photo, Printed-Photo, Photo, Map, Pale-Color Document. Settings: Auto or 9 step manual			
Halftone	256 gradations/2 levels (monochrome)			
Copy Features	Scan-Once Print-Many, electronic sorting, offset-stacking, Auto Color Selection (ACS), Auto Paper Selection (APS), Auto Magnification Selection (AMS), Auto Tray Switching (ATS), black-white reversal, blank page skip, book copy, book divide, card shot, center erase, centering, cover pages, dual page copy, edge erase, image edit, image preview, insert pages, job build, job programs, margin shift, mirror image, mixed size original, multi-page enlargement, original count, pamphlet style, proof copy, repeat layout, reserve copy, rotated copy, stamp, stamp custom image, suppress background, tab copy, tab-paper insertion, tandem copy, toner save mode, transparency inserts, watermark, 2-in-1 / 4-in-1 / 8-in-1 multi shot			
Account Control	Up to 1,000 users. Supports user-number authentication, login name/password or login name/LDAP password			
Output Tray Capacity	Main output tray (top): 400 sheets (face down); optional right side exit tray: 100 sheets (face down)			
Firmware	Flash ROM with local (USB), network update capability and firmware update 1 to N with SRDM (Sharp Remote Device Manager)			
Device Setup	Web-based management/cloning with user/administrator level login			
Service/Functions	Remote front panel, remote access to service logs and click counts			
Accessibility Features	Tilt front panel, adjustment of key touch sound and speed, concave key, document feeder free stop, job programs, remote front panel, universal grip for paper trays, and disable screen timeout			
Environmental Standards	International Energy Star Program Ver. 2.0, Canadian EcoLogo Program (CCD-035), Blue Angel (RAL-UZ171), European RoHS			
Power	AC 100-127 VAC, 60 HZ, 16 Amps			
Power Consumption	1.92 kW or less			
Weight	MX-4140N/5140N: Approx. 262 lbs./MX-4141N/5141N: 278 lbs.			
Dimensions	Approx. 25 1/2" (w) x 30" (d) x 38" (h)			

Network Printing System

PDL	Standard PCL* compatible 6, PostScript® 3™, optional XPS
Resolution	1200 x 1200 dpi
Print Speed	41/51 pages per minute (8 1/2" x 11")
Print Drivers	Windows XP, Windows XP x64, Windows Server® 2003, Windows Server® 2003 x64, Windows Server® 2008, Windows Server 2008 x64, Windows Vista®, Windows Vista x64, Windows 7, Windows 7 x64, Windows 8, Windows 8 x64, Windows Server 2012 x64, Windows PPD, MAC OS X® (including 10.4 to 10.8), all MAC PPD
Features	Auto configuration, bar code font printing, carbon copy print, chapter inserts, color adjustment settings, color mode, confidential print, continuous printing, custom image registration, different cover page/last page/other page, document control, document filing, duplex printing, electronic sorting, folding, form overlay, hidden pattern print, image rotation, image stamp, image type, job bypass print, job retention, layout print, margin shift, multiple pamphlet, network tandem print, N-up printing, offset stacking, page interleave, pamphlet style, poster print, proof print, print and send, print mode, punching, stapling, tab paper print, tab printing, toner save mode, transparency inserts, tray status, user authentication, watermarks, zoom print ¹
Direct Printing	File Types: TIFF, JPEG, PCL, PRN, TXT, PDF, Compact PDF, Encrypted PDF, PostScript and XPS. ¹ Methods: FTP, SMB, Web page, E-mail and USB memory
Resident Fonts	80 outline fonts (PCL), 139 fonts (PS)
Interface	RJ-45 Ethernet 10/100/1000 Base-T, USB 2.0
Operating Systems	Windows Server 2003, Windows Server 2008, Windows XP, Windows Vista, Windows Systems 7, Windows 8, Mac OS X10.4, X10.5, X10.6, X10.7, X10.8, Novell® NetWare®, UNIX®, Linux® and Citrix® (XenApp 5.0, 6.0, 6.5) and Windows Terminal Services, SAP device types ¹
Network Protocols	TCP/IP (IPv4, IPv6, IPSEC) SSL (HTTP, IPP, FTP), SNMPv3, SMTP, POP3, LDAP, 802.1x for Windows and Unix. LPD and LPR for Unix. IPX/SPX® for Novell environments. EtherTalk®, AppleTalk® for Macintosh® environments. ¹
Printing Protocols	LPR, IPP, IPPS, PAP, Raw TCP (port 9100), FTP, POP3, HTTP, and Novell PServer/RPrinter
Network Security	IP/MAC address filtering, protocol filtering, port management, user authentication and document administration ¹
Security Standards	IEEE-2600™-2008, DoD (NISTSP) #11, CAC/PIV access control ¹

Network Scanning System

Scan Modes	Standard: Color, monochrome, grayscale
Max Original Size	11" x 17"
Optical Resolution	600 dpi
Output Modes	600 dpi, 400 dpi, 300 dpi, 200 dpi, 150 dpi, 100 dpi
Image Formats	Monochrome: TIFF, PDF, PDF/A, Encrypted PDF, XPS Color: Grayscale, Color TIFF, JPEG, PDF, PDF/A, Compact PDF, Encrypted PDF, XPS; Internet Fax: TIFF-F, TIFF-F, TIFF-S ¹
Image Compression	Monochrome Scanning: Uncompressed, G3 (MH), G4 (MR/MMR) Color/Grayscale: JPEG (high, middle, low) Internet Fax mode: MH/MMR (option)
Scan Destinations	E-mail, Desktop, FTP, Folder (SMB), USB, Internet fax (option), Super G3 fax (option)
One-touch Destinations	Up to 2,000 (combined scan destinations)
Group Destinations	Up to 500
Programs	48 (combined)
Max. Jobs	Up to 100
Network Protocols	TCP/IP and SSL (includes HTTP, SMTP, LDAP, FTP, POP3), SMB, ESMTP and 802.1x
Network Security Software	E-mail server user authentication for LDAP and Active Directory Sharpdesk® desktop personal document management software (1 user license included), Sharpdesk Mobile (download)

B&W Super G3 Fax Kit (option)

Transmission Mode	Super G3, G3
Modem Speed	33.6 KBPS ⁴
Compression	JBIG, MMR, MR, MH
Methods	
Scanning Method	Sheet fed simplex or duplex or book ⁴
Max. Resolution	400 dpi
Transmit Speed	Approx. 2 seconds with Super G3/JBIG ⁴
Auto Dialing	Up to 2,000 (combined scan destinations)
Group Dial	Up to 500 destinations
Inbound Fax Routing	Forwards received fax data to E-mail, FTP, SMB, Desktop, Fax, I-Fax ¹
Long Originals	Up to 33 1/4" (for transmission)
Programs	48 (combined)
Memory	1 GB
Halftone	256 levels

1K Saddle Stitch Finisher (option)

Type	Console finisher with dual exit trays (mounts on left side of host machine)
Output Trays	Upper tray: Offset stack tray Lower tray: Book tray for saddle stitch
Output Capacity	1,000 sheets (letter/statement size) or 500 sheets (legal, ledger, letter)
Stapling	Up to 50 sheets (letter/statement) or 25 sheets (legal, ledger or mixed)
Output Delivery	Face down
Stapling Media	Plain paper, letter/legal/ledger size or mixed
Stapling Positions	1 front, 1 rear, or both
Saddle Stitch Function	Center stitch/center folding (2 staples) letter/legal/ledger paper sizes
Saddle Stitch	Up to 10 sets (11-15 sheets per set/15 sets)
Max. Sets	(6-10 sheets per set/20 sets (1-5 sheets per set)
Power	Approx. 70 W or less (MX-FN10)/138 W or less (MX-FN18)
Consumption	
Hole Punching	Optional three-hole punch unit MX-PNX5B (MX-FN10)/MX-PNX6B (MX-FN18)
Weight	Approx. 88 lbs. (MX-FN10)/Approx. 161 lbs. (MX-FN18)
Dimensions	MX-FN10 (with tray extended): Approx. 26" (w) x 25" (d) x 39" (h) MX-FN18 (with tray extended): Approx. 30" (w) x 25" (d) x 44" (h)

4K Stacking Finisher (option)

Type	Console stacking finisher with dual exit trays (mounts on left side of host machine)
Output Trays	Fixed position upper tray and offset stacking lower tray
Output Capacity	Upper tray: 1,550 sheets (letter size, non-stapled) Lower tray: 2,450 sheets (letter size, non-stapled)
Stapling	Three position; Up to 50 sheets (letter/statement)
Power Consumption	Approx. 140 W
Hole Punching	Optional three-hole punch unit MX-PNX6B
Weight	Approx. 97 lbs.
Dimensions	(MX-FN11): Approx. 20" (w) x 25" (d) x 43" (h)

Optional Equipment

MX-DE21	Stand + 2,000-sheet Tandem Paper Drawer
MX-DE22	Stand/1 x 500 Sheet Paper Drawer
MX-DE23	Stand/2 x 500 Sheet Paper Drawer
MX-DS18	Deluxe Copier Cabinet
MX-LC11	Large Capacity Tray (requires MX-DS18/DE21/22/23)
MX-LT10	Long Paper Feeding Tray
MX-FNX9	Inner Finisher
MX-PNX1B	3-Hole Punch Unit (requires MX-FNX9)
MX-FN10	1K Saddle Stitch Finisher
MX-PNX5B	3-Hole Punch Unit (requires MX-FN10)
MX-FN11	4K Stacking Finisher
MX-FN18	4K Saddle Stitch Finisher
MX-PNX6B	3-Hole Punch Unit (requires MX-FN11/18)
MX-RB20	Paper Pass Unit (required for MX-FN10/11/18)
MX-SCX1	Staple Cartridge (5,000 staples) (requires MX-FNX9/FN10)
AR-SC2	Staple Cartridge (5,000 staples) (requires MX-FN11/18)
AR-SC3	Staple Cartridge (2,000 staples) (requires MX-FN10/18)
MX-TRX2	Right Exit Tray
MX-TU13	Center Exit Tray
MX-PUX1	XPS Expansion Kit
MX-PX11	Fax Expansion Kit
MX-FWX1	Internet Fax Kit
MX-PF10	Bar Code Font Kit
AR-SU1	Stamp Unit (requires AR-SV1 Stamp Cartridge)
AR-SV1	Stamp Cartridge
MX-KB11N	Keyboard (standard on the MX-4141N/5141N)
MX-EB11	Compact PDF Kit (standard on the MX-4141N/5141N)
MX-EB12N	Mirror Expansion Kit
MX-EC50	CAC Reader (requires Data Security Kit)
MX-AMX1	Application Integration Module
MX-AM10	Web Browsing Expansion Kit (standard on the MX-5141N)
MX-FR42U	Commercial Data Security Kit
DVENDPS	Generic Vendor Interface Kit

Supplies

MX-51NTBA	Black Toner Cartridge
MX-51NTCA	Cyan Toner Cartridge
MX-51NTMA	Magenta Toner Cartridge
MX-51NTYA	Yellow Toner Cartridge
MX-51NVBA	Black Developer
MX-51NVSA	Cyan/Magenta/Yellow Developer
MX-31NRSA	Drum
MX-510HB	Toner Collection Container

¹ Some features require optional equipment. See your local dealer.

² May vary depending on product configuration, machine settings and operating and/or environmental conditions.

³ Actual transmission time will vary based on line conditions.

⁴ Based on Sharp Standard Test Chart with approximately 700 characters, letter size in standard resolution.



SHARP®

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CITY OF GROSSE POINTE WOODS DEPARTMENT OF PUBLIC SAFETY

8B

RECEIVED
SEP 10 2015
CITY OF GROSSE PTE. WOODS

Date: August 26, 2015
To: Alfred Fincham, City Administrator
From: Bruce Smith, Director of Public Safety
Subject: Purchase of Three Public Safety Patrol Vehicles and Equipment

I am requesting that the City approve a purchase order for three (3) new patrol vehicles to replace aging Ford Crown Vic Patrol Interceptors (CVPI). Our current patrol fleet consists of eight marked vehicles. The department would like to purchase three 2016 Ford Interceptor Utility patrol cars at a total cost not to exceed \$145,289.08. This vehicle is the best option for the department when considering the other pursuit rated police vehicles on the market. Our current vehicles have proven to be very satisfactory in interior space for the officer and equipment. Two of the vehicles will serve as marked patrol vehicles and the other will be a semi-marked traffic vehicle. The vehicles will be purchased through Signature Ford under the State of Michigan competitive bid for police vehicles.

In addition to the purchase of vehicles, vendors have been secured for the vehicle equipment and build out.

The costs include all required equipment, installation of that equipment, and striping of the cars. Lt. Waszak received quotes from three vendors to remove equipment from the old cars and reinstall them in the new cars. Canfield Equipment in Warren, MI provided the second lowest quote for these services. The time invested in traveling back and forth to a vendor located in Brighton, MI would far exceed the cost difference of \$848.01 from the lowest quote received.

The in-car mobile radios will be purchased from Motorola Solutions in order to abide by State of Michigan specifications.

The continued use of L3 Communications Mobile Vision, Inc. is recommended due to the back-up system already in place. The in-car video systems must be compatible with our dedicated wireless transfer system as well as our server. In addition, the continuity of using L3 is important for our employees who have been trained to use the system we have in place. It is advantageous to deal directly with the manufacturer because any defective parts would have to be sent to them rather than a supplier.

The lists of vendors are as follows:

Signature Ford

State of Michigan Bid

Government & Fleet Sales

1960 East Main Street, Owosso, MI 48867

3 – 2016 Utility Police Interceptor Vehicles @ \$27,677.00

Total: \$83,031.00

Canfield Equipment Service

21533 Mound Road

Warren, MI 48091

Equipment for the build out of 3- 2016 Utility Interceptor Vehicles

Total: \$30,252.01

L3 Communications Mobile Vision, Inc.

90 Fanny Road

Boonton, NJ 07005

3 – in-car video systems @ \$5,374.96 x 3

Total: \$16,124.88

Majik Graphics

19751 15 Mile

Clinton Township, MI 48035

Lettering of three police vehicles @ \$650.00 x 3

Total: \$1,950.00

Motorola Solutions, Inc.

State of Michigan Bid

1303 E. Algonquin Road

Schaumburg, ILL 60196

3 model M25URS9PW1-N in car Mobile Radios @ \$4,025.37 x 3

Total: \$12,076.13

Premier Safety & Service

1069 Sun Valley Road

Irwin, PA 15642

In-Car SCBA Mounts @ \$76.02 x 3

Total: \$228.06

Stop Stick LTD

365 Industrial Drive

Harrison, OH 45030

Stop Stick SUV Kits @ \$542.33 x 3

Total \$1,627.00

The three Crown Victoria police vehicles will be evaluated and handed down to other departments for further use where it is deemed appropriate. Those not recommended for further use by other departments due to mechanical condition will be auctioned off on the Michigan Intergovernmental Trade Network (MITN) website.

The vehicles rotating out of the fleet for replacement are as follows:

Scout Car 5-1 @ 78,345 miles

Scout Car 5-4 @ 102,064 miles

Scout Car 5-6 @ 66,983 miles

This will be a budgeted expense in the amount of \$145,289.08 included in the 2015/2016, 2016/2017, 2017/2018 and 2018/2019 budgets.

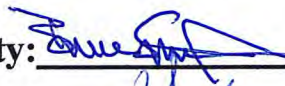
At the end of the 4-year lease period, the city will purchase each vehicle for \$1.00.

Budgeted amounts in the 2015/2016 fiscal year are: \$40,000 in account 640-852-977.349 for a one year lease payment for Public Safety Department vehicles.

Recommend Approval of the above stated lease/purchase with a cost not to exceed **\$145,289.08** as submitted. I do not believe any further benefit will accrue to the city to seek further competitive bids.

Approvals:

Bruce Smith, Director of Public Safety:



Date:

9/9/2015

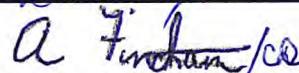
Dee Ann Irby, Treasurer/Comptroller:



Date:

9-9-15

Alfred Fincham, City Administrator:



Date:

9-9-2015

Council Approval Required

Comerica Bank

MC 3540
411 West Lafayette Boulevard
Detroit, MI 48226
313-222-7878

August 28, 2015.

Ms. Dee Ann Irby
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RECEIVED**SEP - 2 2015**

CITY OF GROSSE PTE. WOODS

Dear Dee Ann:

Comerica Leasing, a division of Comerica Bank ("Lessor") is pleased to offer the following indicative proposal for a \$1,500,000 Equipment Leasing Facility to the City of Grosse Pointe Woods ("Lessee") for the acquisition of equipment (Facility amount includes previous takedown amounts). The equipment identified below is in addition to the equipment that was identified in the currently outstanding proposals (i.e. the previous police vehicles). Other equipment not already identified will be considered for financing under this Equipment Lease Facility as information becomes available. Hence, outlined below are the major terms and conditions of this indicative proposal (using current indicative rates – August 2015):

100% Finance Lease Proposal – Three (3) New Police Vehicles (fully-equipped)
(Public Safety Department)

Equipment Cost:	Consisting of the following: Police Vehicles (fully-equipped) = (3) \$145,289.08 Total = \$145,289.08
Funding Date:	Assumed August 2015 (using current indicative rates)
Lease Term:	4 years
Benefits of Ownership:	Title and all benefits of ownership will be retained by Lessee.
Net Lease:	Lessee will be responsible for all maintenance, taxes, insurance and all other costs relating to the operation of the equipment.

- Lease Payment: 4 years
(assuming tax-exempt status) For equipment identified at a cost of \$145,289.08,
4 annual fixed payments at 26.66508% of total
equipment cost (\$38,741.45), due annually in arrears
(current rate = 2.63%) - (See Condition 3 below).
- or -
For equipment identified at a cost of \$145,289.08,
8 semi-annual fixed payments at 13.25096% of total
equipment cost (\$19,252.20), due annually in arrears
(current rate = 2.63%) - (See Condition 3 below).
- Lease Termination
Option: At the end of the lease term, the Lessee has the option to
purchase the equipment for \$1.00
- Conditions: This proposal is for discussion purposes only. It does not
represent a commitment to lease or extend credit on the part
of Comerica Leasing, a division of Comerica Bank. If the
proposal meets with your approval, it is then subject to the
following additional criteria:
- 1) Our Credit and Investment Committee's approval of
the actual transaction as well as execution of all
mutually agreeable documentation necessary to affect
this transaction.
 - 2) Receipt and satisfactory review of invoices that
coincide with equipment cost being financed to
determine suitability of leasing for each particular piece
of equipment, vintage, etc. Also, subject to review of
equipment and cost detail as well as equipment
specifications by our asset management team.
 - 3) The above referenced and attached payment figures and
rate figures are indicative of current money market
conditions at this time. Hence, the above referenced
and attached payment figures and rate figures are
subject to change and will be based on the actual date of
closing and money market conditions at the time of
closing.

- 4) All documentation necessary to effect this transaction being satisfactory in form and substance to both City of Grosse Pointe Woods and Comerica Leasing, a division of Comerica Bank. It is contemplated that the lease will be documented using Comerica Leasing's standard municipal documentation. To the extent that changes/modifications are requested by the Lessee, Lessor and Lessee attorney fees, if any, shall be the responsibility of the Lessee.
- 5) This proposal and Lessor's willingness to enter into a lease is based upon there being no developments which, in the sole opinion of Lessor, would adversely affect the Lessee's creditworthiness and/or ability to meet any obligations.
- 6) Lessee must provide Lessor with a Certificate of Insurance at closing showing Comerica Leasing, a division of Comerica Bank as a named insured for physical damage risks.

We appreciate the opportunity to extend this proposal for your consideration and look forward to working with you on this transaction. Should you have any questions, please do not hesitate to contact me at (313) 222-7889.

Respectfully,



Brian Ris
Vice President

Agreed and Accepted:

City of Grosse Pointe Woods

By: _____
Its: _____

TO: Alfred Fincham, City Administrator

FROM: Joseph J Ahee, Director of Public Works *ja*

DATE: September 1, 2015

SUBJECT: Budgeted Lease/Purchase Vehicles - DPW

RECEIVED
SEP - 2 2015
CITY OF GROSSE PTE. WOODS

I received a quote from Red Holman Pontiac, 35300 Ford Road, Westland, MI 48185 for a 2016 GMC Sierra 3500 4WD Regular Cab dump truck through the Oakland County Bid Purchase Program. I also received a quote from Signature Ford, 1960 E. Main St., Owosso, MI 48867 for a 2016 Ford F550 Regular Cab dump truck through the Macomb County Bid Purchase Program. Both vehicles to be equipped with Duraclass Yardbird 9'x7' dump body and Fisher 9' Series "HD2" snow plow package through the Oakland County Bid Purchase Program and the Macomb County Bid Purchase Program.

Additionally, a bid request for two 2016 or current model year single-axle 5 yard dump trucks with all features and equipment as described in the bid specifications was mailed to five companies on July 31, 2015. The information was also advertised in the Grosse Pointe News. The bid opening was held in the City Clerk's office on August 18, 2015 and the following bids were received:

Jorgensen Ford Sales, Inc.	\$189,000.00
Wolverine Truck Group	\$192,078.00
VIP Truck Center	\$197,604.00
Tri-County International Trucks	\$215,840.00

Vehicles being replaced will be posted on the Michigan Intergovernmental Trade Network (MITN) BidNet auction site following delivery of the new vehicles.

#	Description	Vendor	Total Price	Replacing
1	2016 GMC Sierra 3500 4WD Regular Cab dump truck with dump body and 9' snow plow	Red Holman Pontiac 35300 Ford Road Westland, MI 48185	\$52,493.00	DPW 35 (2000 GMC Sierra 3500 1-Ton Dump Pickup
1	2016 Ford F550 Regular Cab dump truck with dump body and 9' snow plow	Signature Ford 1960 E. Main St. Owosso, MI 48867	\$52,579.00	DPW 34 (2006 GMC Sierra 3500 1-Ton Dump Pickup
2	2016 Ford F750 Diesel Single Axle 5-Yard Dump Trucks with all features and equipment per bid specifications	Jorgensen Ford Sales, Inc. 8333 Michigan Ave. Detroit, MI 48210	\$189,000.00	DPW 10 (1997 Chevy 5-Yard Dump Truck DPW 11 (1997 Chevy 5-Yard Dump Truck

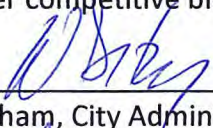
The Oakland County Bid and the Macomb County Bid are the lowest prices available and no further benefit would accrue to the city by going out for additional bids.

I recommend that we lease/purchase the 2016 GMC Sierra 3500 Pickup described above through the Oakland County Bid Purchase Program from Red Holman Pontiac, 35300 Ford Road, Westland, MI 48185 . I further recommend that we lease/purchase the 2016 Ford F550 Pickup described above through the Macomb County Bid Purchase Program from Signature Ford, 1960 E. Main St., Owosso, MI 48867. Finally, I recommend that we lease/purchase the two 2016 Ford F750 Diesel 5-Yard Dump Trucks from Jorgensen Ford Sales, Inc., 8333 Michigan Ave., Detroit, MI 48210. The total budgeted amount included in the 2015/2016 fiscal year budget for these vehicles is \$118,000.00 in account 640-852-977.599. This will be a budgeted expense in an amount not to exceed \$100,000.00 included in the 2016/17, 2017/18, and 2018/19 budgets. At the end of the 4-year lease period the city will purchase each vehicle for \$1.00.

If you have any questions concerning this matter please contact me.

c.c. Dee Ann Irby
Bid File
O/F

Recommend approval of the above stated and do not believe any benefit will accrue to the City to seek further competitive bids.



Alfred Fincham, City Administrator

9-8-15

Date



Dee Ann Irby, City Treasurer/Comptroller

9-2-15

Date

Council Approval Required

Comerica Bank

MC 3540
411 West Lafayette Boulevard
Detroit, MI 48226
313-222-7878

September 8, 2015

Ms. Dee Ann Irby
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RECEIVED
SEP - 8 2015
CITY OF GROSSE PTE. WOODS

Dear Dee Ann:

Comerica Leasing, a division of Comerica Bank ("Lessor") is pleased to offer the following indicative proposal for a \$1,500,000 Equipment Leasing Facility to the City of Grosse Pointe Woods ("Lessee") for the acquisition of equipment (Facility amount includes previous takedown amounts). The equipment identified below is in addition to the equipment that was identified in the currently outstanding proposals (i.e. the previous police vehicles that are currently being completed and the police vehicles that were identified in our proposal dated August 28, 2015). Other equipment not already identified will be considered for financing under this Equipment Lease Facility as information becomes available. Hence, outlined below are the major terms and conditions of this indicative proposal (using current indicative rates – September 2015):

100% Finance Lease Proposal – Two (2) New Trucks with Dumps/Plows (DPW Department) and Two (2) New Trucks with Hoists/Tarp Systems (DPW Department)

Equipment Cost:	Consisting of the following: DPW Truck with Dump/Plow = \$52,579.00 DPW Truck with Dump/Plow = \$52,493.00 DPW Trucks with Hoists/Tarp Systems = (2) \$189,000.00 Total = \$294,072.00
Funding Date:	Assumed September 2015 (using current indicative rates)
Lease Term:	4 years
Benefits of Ownership:	Title and all benefits of ownership will be retained by Lessee.
Net Lease:	Lessee will be responsible for all maintenance, taxes, insurance and all other costs relating to the operation of the equipment.

Lease Payment: 4 years
(assuming tax-exempt status) For equipment identified at a cost of \$294,072.00,
4 annual fixed payments at 26.66508% of total
equipment cost (\$78,414.54), due annually in arrears
(current rate = 2.63%) - (See Condition 3 below).
- or -
For equipment identified at a cost of \$294,072.00,
8 semi-annual fixed payments at 13.25096% of total
equipment cost (\$38,967.36), due semi-annually in arrears
(current rate = 2.63%) - (See Condition 3 below).

Lease Termination
Option: At the end of the lease term, the Lessee has the option to
purchase the equipment for \$1.00

Conditions: This proposal is for discussion purposes only. It does not
represent a commitment to lease or extend credit on the part
of Comerica Leasing, a division of Comerica Bank. If the
proposal meets with your approval, it is then subject to the
following additional criteria:

- 1) Our Credit and Investment Committee's approval of
the actual transaction as well as execution of all
mutually agreeable documentation necessary to affect
this transaction.
- 2) Receipt and satisfactory review of invoices that
coincide with equipment cost being financed to
determine suitability of leasing for each particular piece
of equipment, vintage, etc. Also, subject to review of
equipment and cost detail as well as equipment
specifications by our asset management team.
- 3) The above referenced and attached payment figures and
rate figures are indicative of current money market
conditions at this time. Hence, the above referenced
and attached payment figures and rate figures are
subject to change and will be based on the actual date of
closing and money market conditions at the time of
closing.

- 4) All documentation necessary to effect this transaction being satisfactory in form and substance to both City of Grosse Pointe Woods and Comerica Leasing, a division of Comerica Bank. It is contemplated that the lease will be documented using Comerica Leasing's standard municipal documentation. To the extent that changes/modifications are requested by the Lessee, Lessor and Lessee attorney fees, if any, shall be the responsibility of the Lessee.
- 5) This proposal and Lessor's willingness to enter into a lease is based upon there being no developments which, in the sole opinion of Lessor, would adversely affect the Lessee's creditworthiness and/or ability to meet any obligations.
- 6) Lessee must provide Lessor with a Certificate of Insurance at closing showing Comerica Leasing, a division of Comerica Bank as a named insured for physical damage risks.

We appreciate the opportunity to extend this proposal for your consideration and look forward to working with you on this transaction. Should you have any questions, please do not hesitate to contact me at (313) 222-7889.

Respectfully,



Brian Ris
Vice President

Agreed and Accepted:

City of Grosse Pointe Woods

By: _____
Its: _____

TO: Alfred Fincham, City Administrator

FROM: Joseph J Ahee, Director of Public Services *JA*

DATE: September 1, 2015

SUBJECT: Recommendation – 2015 Fall Tree Planting

RECEIVED
SEP - 2 2015
CITY OF GROSSE PTE. WOODS

A bid request for the city's fall tree planting was mailed to 8 southeast Michigan nurseries on July 22, 2015. The information was also advertised in the Grosse Pointe News. The bid opening was held in the City Clerk's office on August 18, 2015 and the following bids were received:

Landscape Source Corp.	\$10,010.00
Marine City Nursery	\$10,780.00
Great Lakes Landscaping	\$15,675.00

While all the bids received exceeded the budgeted amount, Landscape Source Corp. agreed to provide the 44 trees requested in the bid package at a reduced cost of \$10,000.00. Landscape Source Corp. has provided memorial trees to the city in previous years and is qualified to provide this service. Therefore, I recommend that a purchase order be issued to the lowest qualified bidder, Landscape Source Corp., 17448 26 Mile Road, Macomb, MI 48042 to provide 44 trees in an amount not to exceed \$10,000.00. This is a budgeted item in the 2015/16 budget in the amount of \$10,000.00 in account 401-902-977.400.

If you have any questions concerning this matter please contact me.

Attachment

cc Dee Ann Irby
Tree File
O/F

Recommended for Approval as Submitted:

Al Fincham

Al Fincham, City Administrator

9-2-15

Date

Dee Ann Irby

Dee Ann Irby, City Treasurer/Comptroller

9-2-15

Date

Council Approval Required



CERTIFICATE OF LIABILITY INSURANCE

LANDS-1

OP ID: AC

DATE (MM/DD/YYYY)

09/08/2015

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

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

PRODUCER Davis-Vandenbossche Agency 18400 East Nine Mile Eastpointe, MI 48021 Jonathan Vandenbossche	CONTACT NAME: Jonathan Vandenbossche PHONE (A/C, No, Ext): 586-775-1312 FAX (A/C, No): 586-776-4601 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Ansur America</td> <td>10984</td> </tr> <tr> <td>INSURER B: Accident Fund Ins Co of Amer</td> <td>10166</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ansur America	10984	INSURER B: Accident Fund Ins Co of Amer	10166	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Landscape Source Corp DBA Landscape Source Corp 17448 26 Mile Rd Macomb, MI 48042															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR </div> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	CPP6061616	06/30/2015	06/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <div style="margin-left: 20px;"> <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS </div> </div>		BA 6061616	06/30/2015	06/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCV6113806	06/30/2015	06/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER C.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property Section		CPP6061616	06/30/2015	06/30/2016	

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

Certificate Holder is listed as Additional Insured with respects to General Liability, subject to terms and conditions of the carrier. Project: Fall Tree Planting.

CERTIFICATE HOLDER

CITY009

City of Grosse Pointe Woods
 20025 Mack Avenue
 Grosse Pointe Woods, MI 48236

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jonathan Vandenbossche

CITY OF GROSSE POINTE WOODS

PROCLAMATION

WHEREAS, October 11, 2015 marks the 125th anniversary of the founding of the National Society Daughters of the American Revolution to honor the memory and the spirit of the men and women who achieved American independence; and

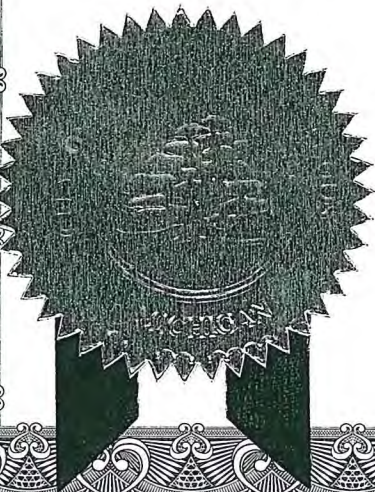
WHEREAS, nearly one million members have since fulfilled this vibrant service organization's mission to promote historic preservation, education and patriotism; and

WHEREAS, the Daughters of the American Revolution are currently celebrating both their founding and their future by providing ten million hours of service to America; and

WHEREAS, the Louisa St. Clair Chapter of the Daughters of the American Revolution was founded on January 19, 1893 to complete this important service work on the local level; and

WHEREAS, it is fitting and proper to accord official recognition to this vital organization and its memorable anniversary.

NOW, THEREFORE, I, ROBERT E. NOVITKE, Mayor of the City of Grosse Pointe Woods, Michigan, on behalf of our city, do hereby acknowledge the Daughters of the American Revolution's 125 years of service to America and ask our citizens to reaffirm the ideals of our nation's founders and to honor and respect the freedoms guaranteed to us through the Declaration of Independence and the United States Constitution.



Mayor Robert E. Novitke
October 11, 2015

10A

CHARLES T. BERSCHBACK

ATTORNEY AT LAW

24053 EAST JEFFERSON AVENUE

ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400

FAX (586) 777-0430

blbwlaw@yahoo.com

CHARLES T. BERSCHBACK

DON R. BERSCHBACK
OF COUNSEL

August 18, 2015

Honorable Mayor and Council
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RECEIVED

AUG 19 2015

CITY OF GROSSE PTE. WOODS

RE. Fence Ordinance

Dear Mayor and Council:

I have enclosed the final changes to the fence ordinance consistent with the discussions at the COW on August 17, 2015. It would be the prerogative of Council to schedule this for a first and final reading and adopt the ordinance, along with a resolution setting a hearing notice fee relating to special circumstances under Sec. 8-284 (a)(4).

If you have any questions please call.

Very truly yours,

Chip Berschback

CHIP BERSCHBACK

CTB:gmr

Enclosure

cc: Alfred Fincham
Lisa Hathaway
Gene Tutag

RECEIVED
AUG 19 2015
CITY OF GROSSE POINTE

ORDINANCE # _____

AN ORDINANCE TO AMEND
CHAPTER 8 BUILDINGS AND BUILDING REGULATIONS,
ARTICLE IX FENCES
TO ALLOW CERTAIN METHODS OF PROOF OF OWNERSHIP,
WAIVER OF THE 50% OPENING REQUIREMENT FOR
CORNER LOTS AND CONSENTS, AND
PROVIDING FOR STANDARDS REGARDING
GRANTING OF EXCEPTIONS TO THE ORDINANCE

The City of Grosse Pointe Woods ordains:

Sec. 8-274. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adjacent property means a property having a common boundary line.

Fence means any structure erected or placed along or within four feet of the property line to act as a boundary marker or erected for the purpose of restricting access to or from a lot or parcel of land, whether enclosing all or a part of said lot or parcel in all zoning districts. *A fence requires a building permit.*

Front yard means that portion of the front yard established between the sidewalk and ten feet behind the front most main building line. If a sidewalk does not exist, the front yard shall mean that portion of the front yard established between the end of the city right-of-way and ten feet behind the front most main building line.

Ornamental tops means wood, vinyl or metal decorative caps placed on the tops of fence posts, corners, ends or gateposts.

Property grade line, for determining the height of a fence or landscaping used in place of fencing, means the level of the ground or pavement adjacent to the fence or landscaping.

Rear yard means that portion of the yard between the rearmost corner of the main building line and the rear property line.

Side yard means that portion of the yard between the residential home and side property line, beginning at ten feet back from the front

most main building line to the rearmost corner of the main building line.

(Code 1997, § 10-321; Ord. No. 748, § 1, 6-19-2000)

Sec. 8-275. - Compliance required.

It shall be unlawful for the owner or occupant of premises to erect, place or install any fence in violation of the provisions of this article. No resident may plant or permit the planting of any shrubs, bushes or hedges that will be used as fences in a front yard in violation of the provisions of this article.

(Code 1997, § 10-322; Ord. No. 748, § 1, 6-19-2000)

Sec. 8-276. - Permit.

Before any fence shall be erected, placed or installed, a permit therefor shall be obtained from the ~~division of safety inspection~~ Building Inspector, upon application in writing. Such application shall set forth a description of the fence proposed to be erected, placed or installed and the location thereof, together with such additional information as shall be required to evidence compliance with the provisions of this article. Upon the issuance of a permit for the erection, placing or installing of a fence, a permit fee as currently established or as hereafter adopted by resolution of the city council from time to time shall be paid.

(Code 1997, § 10-323; Ord. No. 748, § 1, 6-19-2000)

Sec. 8-277. - Landscape screening—Front yard.

Shrubs, bushes or hedges, to be used in the place of front yard fencing, shall be limited to a height of 30 inches from the property grade line. Such shrubs, bushes or hedges shall be kept trimmed by the owner or occupant of the property so as not to extend over the property lot line.

(Code 1997, § 10-324; Ord. No. 748, § 1, 6-19-2000)

Sec. 8-278. - Fence ownership.

Ownership of a fence shall be determined by the fence permit applicant as follows:

- (1) By a search of ~~building~~-permits issued to the property in question and adjacent properties; or
- (2) By mutual agreement of the adjacent property owners. If a fence is located upon a lot line and ownership cannot be determined, then each party owning property adjacent to the fence shall be responsible for the care, upkeep and maintenance of the fence facing their property; or -
- (3) By proof showing that a current or former property owner built the fence;
or
- (4) The Building Official may determine ownership by other means if subsections (1), (2), or (3) are insufficient.

(Code 1997, § 10-325; Ord. No. 748, § 1, 6-19-2000)

Sec. 8-279. - General requirements and maintenance.

The following are general requirements for fences:

- (1) All fences shall be constructed of open latticework of metal, wood, vinyl or of woven wire in such a manner so that there shall be a minimum of two-inch openings throughout 50 percent of the length or height of the fence.
- (2) Fences shall not be constructed with sharp points at the uppermost portion of the fence.

- (3) The supporting framework of any fence shall not face adjacent properties or streets.
- (4) Fences shall not be attached to existing fences, i.e., cyclone fence attached to wooden fence.
- (5) No fence shall be erected adjacent to another fence.
- (6) No fence shall have barbed wire, razor wire, electrical current, concertina wire or other similar material.
- (7) The owner of any fence shall maintain their fences in accordance with the provisions of this Code.
- (8) All fences shall be maintained plumb and true with adequate support in a safe manner. The owner of a fence shall remove and/or repair a fence that is dangerous, dilapidated or otherwise in violation of this Code.
- (9) Any person who erects, builds and/or constructs any fence upon property which such person owns and/or leases shall be responsible for the repair, upkeep and maintenance of the fence.
- (10) Any person who owns property upon which a fence has been constructed by a previous owner shall be responsible for the care, upkeep and maintenance of the fence.
- (11) It shall be the responsibility of the person installing the fence to ensure such fence is placed on or within their own property line.

(Code 1997, § 10-326; Ord. No. 748, § 1, 6-19-2000)

Sec. 8-280. - Front yard fences.

Front yard fences shall have a minimum height of 24 inches and a maximum height of 30 inches from the property grade line. Front yard fences shall be placed a minimum of 18 inches from the sidewalk. If a sidewalk does not exist, front yard fences shall be placed a minimum of 18 inches from the edge of the established public right-of-way.

(Code 1997, § 10-327; Ord. No. 748, § 1, 6-19-2000)

Sec. 8-281. - Rear yard fences.

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Rear yard fences shall be constructed to a maximum height of four feet from the property grade line.

(Code 1997, § 10-328; Ord. No. 748, § 1, 6-19-2000)

Sec. 8-282. - Side yard fences.

The following are requirements for side yard fences:

- (1) Side yard fences shall be constructed to a maximum height of four feet from the property grade line.
- (2) Side yard fences on the street side of corner lots may be constructed to a maximum height of six feet from the property grade line.
- (3) Side yard fences on corner lots shall be placed a minimum of 18 inches from the sidewalk. If a sidewalk does not exist, side yard fences shall be placed a minimum of 18 inches from the edge of the established public right-of-way.

(Code 1997, § 10-329; Ord. No. 748, § 1, 6-19-2000)

Sec. 8-283. - Ornamental fence tops.

Ornamental tops shall not be considered as a part of the allowable fence height and are limited to a maximum height of eight inches.

(Code 1997, § 10-330; Ord. No. 748, § 1, 6-19-2000)

Sec. 8-284. - Exceptions to this article.

- (a) Deviations Exceptions. Notwithstanding anything to the contrary provided in this article, ~~deviations exceptions~~ from the provisions of this article ~~may shall~~ be made under the following circumstances:

- (1) *Rear fences.* Rear yard fences may be constructed to a maximum height of six feet from the property grade line with the adjacent property owners' consent. Consent from the adjacent property owners must be submitted to the building department in writing with the permit application. If a rear yard is directly parallel to a public street and

not a residential lot, property owners are then the city, and consent from the city administrator is required.

- (2) *Side yard fences.* Side yard fences may be constructed to a maximum height of six feet from the property grade line with the adjacent property owners' consent. Consent from the adjacent property owners must be submitted to the building department in writing with the permit application. If a side yard is directly parallel to a public street and not a residential lot, property owners are then the city, and consent from the city administrator is required.

- (3) *Solid Fences:* Notwithstanding the general requirements found in Sec. 8-279 (1), solid fences are permitted under the following circumstances:

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(a) for that portion of a fence that faces a street on a corner lot;

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(b) when a fence faces an alley;

(c) on all lots when written consent of all the adjacent owners are submitted along with an application.

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- (4) *Special circumstances.* Applications meeting the requirements of this Article and subsections (1), (2), or (3) above do not require a public hearing, and shall be approved by the Building Inspector if the application otherwise meets the requirements of this Chapter. All other exceptions from the provisions of this article require a public hearing and approval from the city council. The Council may consider any or all of the following, along with other information:

(a) balancing the relative hardships between the property owner and adjacent property owners;

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(b) whether special circumstances or conditions exist;

(c) whether pedestrian or vehicular vision will be affected;

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(d) the general health, safety and welfare of the neighborhood.

- (b) *Public hearing.* Any applicant seeking a hearing under the provisions of this article shall pay to the city a hearing notice fee set by council resolution for the ~~publication~~ scheduling of such hearing. Payment shall be made at the time the application is made for a hearing. The public hearing fee may be modified by a resolution of the city council as adopted from time to time. The city shall ~~forward-mail~~ notice of the hearing to adjacent property owners at least seven days prior to the hearing date.

(Code 1997, § 10-331; Ord. No. 748, § 1, 6-19-2000)

Secs. 8-285—8-301. - Reserved.

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 1240
SOUTHFIELD, MICHIGAN 48076
313.965.7610
FAX 313.965.4480
www.kellerthoma.com

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

September 01, 2015
Client: 000896
Matter: 000000
Invoice #: 107924

Attention: Mr. Al Fincham, City Administrator

REGARDING: GENERAL MATTERS

For professional services rendered and expenses incurred relative
to the above matter:

TOTAL \$14,089.90

RECEIVED

SEP 08 2015

CITY OF GROSSE PTE. WOODS

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 1240
SOUTHFIELD, MICHIGAN 48076
313.965.7610
FAX 313.965.4480
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FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

September 01, 2015
Client: 000896
Matter: 000000
Invoice #: 107924

Attention: Mr. Al Fincham, City Administrator

Page: 1

RE: GENERAL MATTERS

For Professional Services Rendered through August 31, 2015

DATE	ATTY	DESCRIPTION	HOURS
08/03/2015	DBD	Attention to preparation for and attendance at conference with City representatives and witnesses with respect to the POAM grievance arbitration matter.	4.75
08/04/2015	DBD	Attention to preparation for and attendance at conference with City representatives and witnesses with respect to the POAM grievance arbitration matter.	2.50
08/05/2015	DBD	Attention to preparation for and attendance at arbitration hearing with respect to the POAM grievance arbitration matter; attention to review of notes and preparation of the City's Post-Hearing Brief regarding same.	9.00
08/10/2015	DBD	Attention to review of transcripts with respect to the pending POAM Act 312 arbitration proceeding.	8.25
08/11/2015	DBD	Attention to review of transcripts with respect to the pending POAM Act 312 arbitration proceeding.	8.00
08/12/2015	DBD	Attention to review of transcripts with respect to the pending POAM Act 312 arbitration proceeding.	5.25
08/13/2015	DBD	Attention to preparation of the City's Post-Hearing Brief with respect to the POAM's grievance arbitration matter; attention to preparation of the City's Post-Hearing Brief with respect to the POAM grievance arbitration matter.	14.50
08/17/2015	DBD	Attention to preparation of the City's Post-Hearing Brief with respect to the pending POAM Act 312 arbitration matter.	7.25

KELLER THOMA
A PROFESSIONAL CORPORATION

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

September 01, 2015
Client: 000896
Matter: 000000
Invoice #: 107924

Attention: Mr. Al Fincham, City Administrator

Page: 2

RE: GENERAL MATTERS

DATE	ATTY	DESCRIPTION	HOURS
08/18/2015	DBD	Attention to preparation of the City's Post-Hearing Brief with respect to the pending POAM Act 312 arbitration matter.	5.00
08/20/2015	DBD	Attention to preparation of the City's Post-Hearing Brief with respect to the pending POAM Act 312 arbitration matter.	4.50
08/26/2015	SAJ	Attention to proofreading of Post-Hearing Brief regarding.	0.70
08/27/2015	SAJ	Attention to proofreading of Post-Hearing Brief; attention to proofreading 312 Brief.	0.90
08/28/2015	DBD	Attention to preparation of the City's Post-Hearing Brief with respect to the pending POAM Act 312 arbitration matter.	7.50
08/28/2015	SAJ	Attention to proofread 312 Brief.	1.60
08/31/2015	DBD	Attention to preparation of the City's Post-Hearing Brief with respect to the pending POAM Act 312 arbitration matter.	6.25

Total Services \$13,973.75

ATTORNEY	HOURS	RATE	AMOUNT
DBD DENNIS B. DuBAY	82.75	\$165.00	\$13,653.75
SAJ SHANNON A. JENNINGS	3.20	\$100.00	\$320.00

DISBURSEMENTS

08/31/2015	Document Reproduction	\$116.15
Total Disbursements		\$116.15



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RE: GENERAL MATTERS

Total Amount Due

\$14,089.90

DON R. BERSCHBACK
 ATTORNEY AND COUNSELOR AT LAW
 24053 JEFFERSON AVENUE
 ST. CLAIR SHORES, MICHIGAN 48080-1530

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OF COUNSEL
 CHARLES T. BERSCHBACK

August 31, 2015

Skip Fincham, City Administrator
 City of Grosse Pointe Woods
 20025 Mack Plaza
 Grosse Pointe Woods, MI 48236

RE: August 2015 Billing/DRB

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
7.31.15	Work on excavation project, TCs and emails to Secura, attorney Crane and "new attorney" (1.00); TCs on Comp and Eval (.25)	1.25
8.3.15	Review of weekend packet, FOIA and miscellaneous TCs and emails (1.00)	1.00
8.4.15	Review of Court cases, TCs and follow up (.75); work on CC and COW items (1.00)	1.75
8.5.15	Attendance at Municipal Court (2.25); work on excavation project, TCs with attorney for vendors and follow up thereto (1.25)	3.50
8.6.15	Meeting with Administration regarding CC matters for 8.17.15 meeting, emails and letters (1.75); all TCs regarding Mr. Russell's permit application for a "dig" on 8.11.15 (1.00)	2.75
8.17.15	Review of weekend packet, follow up on TCs and emails (1.25); work on excavation project (.75); attendance at CC meeting (1.50);	3.50
8.18.15	Work on bidding matter (.50); FOIA and CC and COW work (1.00);	1.50
8.19.15	TC to attorney Crane re. excavation project, claim in probate court,	
8.24.15	Review of Court files and follow up (1.25); review of weekend packet (.25)	1.50
8.25.15	Work on CC and COW items (1.00); FOIA (.25); election commission work (.25);	1.50
8.26.15	Appearance at Municipal Court and follow up (2.50)	2.50
8.31.15	Review of weekend packet, election work, ordinance & contractual work(1.25); excavation work (.50)	1.75

DRB = 22.50 hours x \$155.00 \$ 3,487.85
BALANCE DUE: \$ 3,487.50

Breakdown

General	15.75 Hours
Municipal Court	6.75 Hours
Bldg/Planning Comm.	0.00 Hours
MTT	0.00 Hours

TC - Telephone

CTB - Charles T. Berschback

DRB - Don R. Berschback

DAI - DeeAnn Irby

GPCRDA - Grosse Pointe Clinton Refuse Disposal Authority

LKH - Lisa K. Hathaway

CC - City Council

PC - Planning Commission

C&E - Comp and Eval

GT - Gene Tutag

CEW-Conference of Eastern Wayne

SF - Skip Fincham

LFP - Lakefront Park

MTT - Michigan Tax Tribunal

CHARLES T. BERSCHBACK

ATTORNEY AT LAW

24053 EAST JEFFERSON AVENUE
ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400
FAX (586) 777-0430
blbwlaw@yahoo.com

CHARLES T. BERSCHBACK

DON R. BERSCHBACK
OF COUNSEL

August 31, 2015

Alfred "Skip" Fincham
City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE: August Billing/ CTB Only

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
7.29.15	Review of several pending vicious dog cases and research (.50)	0.50
7.30.15	TC with Officer re: DAAD hearing (Municipal Court); meeting with Det. Chalut and DVD review of DV case (.75); call and file review on TT cases (.25)	1.00
7.31.15	Initial research on water bills and bankruptcy (.50); Municipal Court, work on OWI, DAAD issue, call and letter to defense (.25); TT initial review and draft of answers to new Brownell tax appeal for 2015 tax year (.50)	1.25
8.3.15	TC GT, TC homeowners on fence ordinance, TC SF on agenda items, review of package (.75); calls on Municipal Court cases (.25)	1.00
8.4.15	Calls on Municipal Court cases, TC TT case (.25)	0.25
8.5.15	Attendance at Municipal court and follow up (2.50)	2.50
8.10.15	Municipal Court calls, review of new OWI cases (.75); calls on TT case and file review (.25)	1.00
8.11.15	TCs water shutoff issue (.50); calls on River Condo tax issue, meeting with SF (.50); calls on pit bull (.25); TT cases filed answers in Brownell 2015 case and Sunrise (.75)	2.00
8.12.15	Municipal Court (3.50); meetings with department heads, work on TT and water bill issues (.75)	4.25
8.13.15	Review of CDBG sub-agreement (.25)	0.25
8.17.15	TCs LH, BN; review of fence ordinance; TC SF (.50); review of file and TT calls on pending appeal, settlement negotiations (.50); continued review of Joint Dispatch Contract (.25); research on service animals (.25); attendance at COW (.75)	2.25

8.18.15	Finalized fence ordinance; letter to M/C (.25); Municipal Court, TC Det Bur; review of warrant request (.25)	0.50
8.19.15	Miscellaneous calls with SF, GT, call on fence variance; call with Mike Watza on AT&T matter (.50)	0.50
8.24.15	TT; TC Tom Colombo, letter to counsel settling Jiffy Lube Appeal (.25); meeting with SF, TC DAI, TC Mike Watza on AT&T lease (.50); prep for Municipal Court docket, review of DVD (.25)	1.00
8.25.15	Calls on Municipal Court cases; TC LH (.25)	0.25
8.26.15	Attendance at Municipal Court a.m. docket (2.00); TCs with LH on business license, transcript review (.50); meeting with Tom C on TT cases; call with Boston Market attorney, review of Rivers Interrogatories (.75); review of all pending matters, call with AT&T (1.00); meeting with SF (.25)	4.50
8.27.15	Initial review of civil rights (CR) complaint folder received from SF, call with investigator, call with Nicole (1.25)	1.25
8.28.15	Work on CR file, meeting with Nicole (1.00)	1.00
8.31.15	TC GT, zoning research on non-conforming uses (1.50); work on CR file (1.00); work on Motion to Dismiss vicious dog case (.50)	3.00

CTB = 28.25 hours at \$140.00 per hour \$ 3,955.00
TOTAL DUE: **\$ 3,955.00**

TC - Telephone	GT - Gene Tutag
SF - Skip Fincham	LH - Lisa Hathaway
JM - Julie Moore	Det. Bur. - Detective Bureau
DAI - DeeAnn Irby	PC - Planning Commission
M/C - Mayor and Council	TT - Tax Tribunal

Breakdown

General	12.50 Hours
Municipal Court	12.50 Hours
Building/Planning Commission	0.00 Hours
Tax Tribunal	3.25 Hours