

**CITY OF GROSSE POINTE WOODS**  
**20025 Mack Plaza**  
**Rescheduled City Council Meeting Agenda**  
**Monday, September 8, 2014**  
**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. Council 08/18/14
  - B. Beautification Commission 07/09/14,  
w/recommendation:
    1. Appointment (Mayoral)
      - a. Biographical Sketch – Ronald Muccoli
  - C. Construction Committee 08/18/14, 09/09/13
  - D. Citizens Recreation Commission 05/13/14 and  
06/10/14 w/recommendation:
    1. Golf Cart
      - a. Committee-of-the-Whole Excerpts  
06/02/14 and 07/21/14
  
7. PUBLIC HEARINGS
  - A. Fence Variance: Andrew & Laurie Solomon, 20742  
Morningside Dr
    1. Letter 08/18/14 – Laurie Solomon
    2. Application for Fence Zoning Compliance  
Permit 08/08/14, w/attachments
    3. Memo 08/25/14 – Director of Public Services
    4. Memo 08/26/14 – Building Official
      - a. Photos (4)
      - b. Article IX. Fences Sec. 8-274 – 8-284
    5. Affidavit of Property Owners Notified
    6. Aerial View
  - B. Fence Variance: Michael Miner, 1570 Bournemouth  
Rd
  
8. COMMUNICATIONS
  - A. Convention: Michigan Municipal League/Designation  
of Voting Delegates
    1. Conference Brochure
    2. Registration Form
    3. Delegate/Alternate Brochure
  
9. BIDS/PROPOSALS/  
CONTRACTS
  - A. Amended 2014 Community Development Block Grant  
(CDBG) Subrecipient Agreement
    1. Council Excerpt – 08/14/14

2. Amended Subrecipient Agreement for CDBG between the Charter of County of Wayne and City of Grosse Pointe Woods 07/01/14 – 06/30/19

- B. Copier Lease – Department of Public Works and Department of Public Safety
  1. Memo 08/20/14 – I.T. Manager
  2. Memo 08/19/14 – City Attorney
  3. Kyocera Equipment Lease Agreement Department of Public Works
  4. Kyocera Equipment Lease Agreement Department of Public Safety

10. RESOLUTION

- A. Milk River/Grosse Gratiot Drain Millage Request & Budget Amendment
  1. Memo 09/04/14, w/attachments – Treasurer/Comptroller
  2. Resolution

11. CLAIMS/ACCOUNTS

- A. 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  
08-18-14 -96

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, AUGUST 18, 2014, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:32 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  
City Clerk Hathaway  
Director of Public Works Ahee  
Building Inspector Tutag  
Deputy City Clerk Gerhart  
City Planner Jackson

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

Motion by Koester, 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

Officer Matthew Muzia was promoted to Sergeant and the City Clerk was directed to administer the Oath of Office. The City Clerk administered the Oath of Office to Sergeant Muzia.

The Mayor re-appointed Scott Lockwood, City Engineer, to the Downspout Board of Appeals with a term to expire September 30, 2017.

Motion by McConaghy, seconded by Ketels, regarding **re-appointment – Downspout Board of Appeals**, that the City Council voice no objection to the Mayoral re-

appointment of Scott Lockwood, City Engineer, to the Downspout Board of Appeals with a term to expire September 30, 2017.

Motion carried by the following vote:

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

The Mayor re-appointed Mark Kent to the Local Officers Compensation Commission with a term to expire September 30, 2019.

Motion by Bryant, seconded by Shetler, regarding **re-appointment – Local Officers Compensation Commission**, that the City Council voice no objection to the Mayoral re-appointment of Mark Kent to the Local Officers Compensation Commission with a term to expire September 30, 2019.

Motion carried by the following vote:

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

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

1. City Council Minutes dated August 4, 2014
2. Committee-of-the-Whole minutes dated August 4, 2014.

Motion carried by the following vote:

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

The meeting was thereupon opened at 7:42 P.M. for a public hearing to hear the application of **Briarcliff 2014 LLC A/K/A Legacy Oaks Condominiums: 850 Briarcliff Drive**, Grosse Pointe Woods, regarding a conditional rezoning of the property located at 850 Briarcliff Drive, the site of the University Liggett Middle School,



from R-1A single family residential to R-4 high density multiple dwelling to develop the Legacy Oaks Condominiums.

Motion by Granger, seconded by Shetler, that for purposes of the public hearing the following items be received and placed on file:

1. Letter 07/24/14 – City Attorney
  - a. Proposed Resolution Approving Conditional Rezoning
  - b. Proposed Resolution Denying Conditional Rezoning
  - c. Proposed Notice of Adoption
2. Letter 06/06/14 – McKenna Associates
3. Planning Commission Excerpts 06/24/14, 05/27/14
4. Planning Commission Workshop Excerpt 05/27/14
5. Planning Commission Resolution Recommending Approval of Conditional Rezoning
6. Letter 06/17/14 – City Attorney
  - a. Proposed Resolution Approving Conditional Rezoning
  - b. Proposed Resolution Denying Conditional Rezoning
7. Memo 06/19/14 – Building Official
8. Memo 06/12/14 – Director of Public Services
9. Memo 06/13/14 – Detective Koerber
10. Memo 06/18/14 – Fire Inspector
11. Contract for Conditional Rezoning for Tax ID Parcel No 40-002-99-0001
12. Legacy Oaks Condominiums, 850 Briarcliff Dr. – Development Proposal
13. Landscape Plan 05/07/14
14. Phase I/II Proposed Building Plans 03/19/14
15. Unit Plans 04/14/14
16. Proposed Elevations 05/13/14
17. Phase III Proposed Elevations 06/16/14
18. Sketches (2)
19. Photos (2)
20. Affidavit of Publication 07/31/14
21. Affidavit of Property Owners Notified
22. Aerial Views

Motion carried by the following vote:

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

No: None

Absent: None

The Building Official and City Planner provided overviews.

The Chair asked if anyone from the audience wished to speak in favor of the proposed request. The following individuals were heard:

Lawrence Scott, Attorney  
Briarcliff 2014 LLC

Carolyn Alfonsi  
801 S Rosedale  
Grosse Pointe Woods

The Chair asked if anyone from the audience wished to speak in opposition to the proposed request. The following individual was heard:

Donald Rouls  
879 S Rosedale  
Grosse Pointe Woods

Veronique Thiteca  
21897 River Road  
Saint Clair Shores

Lillian Licata  
612 Moorland  
Grosse Pointe Woods

Christine Kaczanowski  
19888 East William Ct  
Saint Clair Shores

Marianne Marsolais  
23242 S Rosedale Ct  
Saint Clair Shores



Jack Galsterer  
825 South Rosedale Ct  
Grosse Pointe Woods

Motion by Bryant, seconded by Ketels, that the public hearing be closed at 8:09 P.M.  
PASSED UNANIMOUSLY.

Motion by Granger, seconded by Shetler, that the Council concur with the recommendation of the Planning Commission at their meeting on June 24, 2014, and adopt the resolution approving the conditional rezoning, and amending the rezoning map from R-1A to R-4, which also includes immediate certification of subject minutes, and to authorize the City Administrator to sign the Contract for Conditional Rezoning for Tax ID Parcel No. 40-002-99-0001, with the following findings:

1. Is consistent with the goals, policies, and objectives of the master plan.
2. Is compatible with the uses permitted in the surrounding single family zoning district.
3. The capacity of the City's utilities and services is sufficient to accommodate the uses permitted in the requested district.
4. The street system is capable to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.
5. The boundaries of the requested rezoning district are reasonable in relationship to surrounds and construction on the site will be able to meet dimensional regulations for the requested zoning district.
6. The requested rezoning will not create an isolated or incompatible zone in the neighborhood.
7. The conditions proposed by Briarcliff 2014 LLC in the draft rezoning with conditions contract are acceptable and made conditions of this approval.

Motion carried by the following vote:

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

Mayor declared a recess at 8:37 P.M., and reconvened at 8:50 P.M.

Motion by McConaghy, seconded by Koester, regarding **Monthly Financial Report – July 2014**, that the City Council refers 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 Ketels, seconded by Bryant, regarding **purchase: paper yard waste bags**, that the City Council authorize the purchase of paper yard waste bags from Dano Enterprises, Inc. for Fiscal Year 2014 at a cost of \$.348 per bag, for a total cost not to exceed \$10,440.00, funds to be taken from Account No. 598-787-757.000. for a period of one year, July 1, 2014, through June 30, 2015.

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, 2014:

1. Labor Attorney Keller Thoma - \$1,196.25.

Motion carried by the following vote:

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

Motion by Shetler, seconded by Ketels, to adjourn tonight's meeting at 8:53 p.m.  
PASSED UNANIMOUSLY.

Respectfully submitted,

Stephen Gerhart  
Deputy City Clerk





Beautification Advisory Commission  
GPW City Hall  
Meeting – July 9, 2014

**Present:** Arslanian, Cook, Hage, Hagen, Hyduk, Janowski, Martin-Rahaim, McCarthy, Rozycki, Sauter, Stephens

**Also Present:** City Council Representative Granger, DPW Representative Mathews

**Excused:** Hilton, Reiter

**Absent:** None

**Other Attendees:** Michael Koester, City Council

**Guests:** Ronald Muccioli

**Call to Order:** The meeting was called to order by Vice Chairperson D. McCarthy at 7:35 p.m.. D. McCarthy then introduced Ronald Muccioli as a candidate for the BAC, having completed the required Biographical Sketch. Mr. Muccioli, the recipient of a BAC Residential Award, verbally presented a brief history as resident of Grosse Pointe Woods.

**Minutes:** *J. Cook made a motion to approve the June 11, 2014 Minutes and D. Hyduk seconded the motion which was approved unanimously.*

**Treasurer's Report:** None. D. McCarthy reported that the GPW Foundation provided financial support for the City Hall plantings resulting from the May Flower Sale.

**Chairperson's Report:** None

**Council Report:** V. Granger made mention of proposed variances to the City ordinance dealing with maximum canine count per residence as well as the potential for consideration of a change to the ordinance. Also, Public Safety has secured, without cost, golf carts to be used for more



efficient patrol of parks and public facilities. The City Council meetings in the immediate future will be attended by BAC members D. Janowski (July 14<sup>th</sup>), J. Cook (July 21<sup>st</sup>), E. Rozycki (August 18<sup>th</sup>), and P. Hage (October 6<sup>th</sup>).

**DPW:** None

**Flower Sale:** None

**Tile/Mug Programs:** C. Sauter made inquiry as to whether City Council had approved the motion made by the BAC to reorder GPW 50<sup>th</sup> Anniversary and Municipal Tiles. V. Granger will review the matter with the City Clerk and D. Janowski will confirm the date of the motion approved by the BAC as May 14<sup>th</sup>. C. Sauter continued by citing the success of tile sales at the GPW Farmers Market venues of June 1<sup>st</sup> and June 29<sup>th</sup>. As such, discussions ensued as to the next participation date of the BAC at Farmers Market. The date of July 27<sup>th</sup> was chosen by acclimation and volunteers were solicited for the 10:00 – 12:00 AM session (J. Hagen, D. Janowski) and the 12:00 – 2:00 PM session (no firm commitments). In view of the extended community outreach and marketing focus, C. Sauter and K. Martin-Rahaim will conduct a full inventory analysis to establish tile needs. D. Janowski commented that this approach from a forward looking perspective will be beneficial. K. Martin-Rahaim proposed additional tile themes for further consideration with suggestions by acclimation from the Committee which included Grosse Pointe North, Annual Fireworks, Baseball Diamonds, and the War Memorial. V. Granger will reach out to Parent Teachers Organization(s) and School Principals informing them that tiles will be available for sale or gifting to volunteers. K. Martin-Rahaim suggested that the annual Christmas Sale at Parcels may be another venue to market tiles and increase Community awareness. V. Granger continued by making mention that there may be an expense associated with securing a table or location at the Christmas Sale, although it may be waived for non-profit enterprises. Establishing a Parcels contact and further investigation are to take place.

**Awards Program:** L. Stephens brought to the attention of the BAC an email correspondence with Residential, Commercial, and Renovation nominees for the 2014 Awards Ceremony. An updated version will be made available for the final photo list, as permitted by the previously set criterion, no later than the end of July. V. Granger stated that photos of many of the Commercial nominees are presently on file with G. Hilton. L. Stephens continued by prompting the BAC to urgently complete property descriptions as soon as practical. L. Stephens began the discussion of the proposed Commercial nominees presented electronically and in paper format at this meeting. D. Mathews noted two (2) nominees were not eligible. The list was then updated in process and the final eight (8) award winners were firmly established and the vote count was confirmed. A brief discussion of the history of Renovation Awards proceeded at which time V. Granger reminded the BAC that there were occasions where no awards were made and that three (3) was the maximum. D. Mathews confirmed that it was not the intention of the BAC to send



congratulatory letters to Commercial interests that had received an award(s) in the past, although not a 2014 winner. D. McCarthy noted the potential negative inference to a letter of that sort. C. Sauter commented that in as much as 2013 was the first occasion to send congratulatory letters to non-winners who presented formidable competition (Commercial and Residential), we need to be mindful to control the volume of such communications. D. Janowski and D. Hyduk affirmed the notion of controlling the volume of external communications while D. Hyduk stated that there should be no repeat congratulatory letters for non-winners. V. Granger then continued by citing the appropriateness of a special recognition for groups of businesses that collaborate in their beautification efforts toward a common theme. Without a formal vote, the BAC was agreeable to further consideration of this process. D. Mathews questioned the method of determining if there were master plans among the neighboring merchants. D. Hyduk suggested contacting the commercial concerns directly if there was uncertainty not confirmed in the view of the three or four planted curbside areas. G. Arslanian concluded discussions of the Awards Program Committee by informing the BAC that D. Janowski would be assisting the Committee in a variety of tasks.

**Old Business:** None

**New Business:** D. McCarthy confirmed that BAC member E. Cadreau had full intentions of submitting an official letter of resignation. Also, there are Biographical Sketches on file in addition to the aforementioned from Ronald Muccioli. *Following a formal review of the aforementioned Biographical Sketch of Ronald Muccioli as it relates to the member vacancy created at the resignation of E. Cadreau whose term expires 12/31/2014, G. Arslanian made a motion and P. Hage seconded the motion for the BAC to accept Ronald Muccioli as a Commission member. The ensuing vote was unanimous in favor of recommending Ronald Muccioli for consideration by City Council to BAC membership at its July 21<sup>st</sup>, August 4<sup>th</sup> Council meetings or next convenient opportunity thereafter.*



A motion to adjourn the meeting was made by J. Hagen, seconded by L. Stephens and affirmed unanimously by acclamation at 8:41 pm.

Respectfully submitted,

Dennis Janowski





# CITY OF GROSSE POINTE WOODS

20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

RECEIVED

JUN 20 2014

CITY OF GROSSE POINTE WOODS

## BIOGRAPHICAL SKETCH

☒ I am interested in making application to serve as a member on the following Board/Commission:

<input checked="" type="checkbox"/> Beautification Commission	Building Authority
Board of Review	Community Tree Commission
Citizens' Recreation Commission	Downspout Board of Appeals
Construction Board of Appeals	Historical Commission
<input checked="" type="checkbox"/> Fireworks Committee	Mack Avenue Business Study Committee
Local Officers' Compensation Commission	Planning Commission
Pension Board	Other:
Senior Citizens' Commission	

NAME:

Ronald M Muccioli

ADDRESS:

1707 Severn

TELEPHONE:

Home: 586-9445282

Office: 313-881-7781

E-Mail:

rmuccioli@gmail.com

OCCUPATION:

Material Area Manager Chrysler

# OF YEARS RESIDENT OF GROSSE POINTE WOODS:

14 years

PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION:

Home owner for 15+ years / Ran landscaping company

EDUCATION:

Bachelor of Science in Communication

PROFESSIONAL / SERVICE CLUB AFFILIATIONS:

Winner of 2013

Beautification Award

DESCRIBE WHY YOU WOULD BE AN ASSET TO THE COMMISSION/BOARD:

15 year home owner with landscaping experience and 2013 winner

Signature of sponsor

Signature of applicant

Date:

6-09-2014

Return to Clerk's Office

NOTE: Biographical sketches will be retained on file for one year. Please resubmit a new form after that time.





CONSTRUCTION COMMITTEE  
08-18-14

MINUTES OF THE MEETING OF THE CONSTRUCTION COMMITTEE, OF THE CITY OF GROSSE POINTE WOODS, HELD ON MONDAY, AUGUST 18, 2014, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Chair Granger  
Shetler, Novitke

ABSENT: None

ALSO PRESENT: City Administrator Fincham  
Treasurer/Comptroller Irby  
City Clerk Hathaway  
City Engineer Lockwood  
Director of Public Services Ahee  
Deputy City Clerk Gerhart

The meeting was called to order by Chair Granger at 7:00 p.m.

Motion by Shetler, seconded by Novitke, 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: Granger, Novitke, Shetler

No: None

Absent: None

Motion by Shetler, seconded by Novitke, that the minutes of the Construction Committee dated September 9, 2013, be approved as presented.

Motion carried by the following vote:

Yes: Granger, Novitke, Shetler

No: None

Absent: None

The Treasurer/Comptroller discussed the timeline for going out for bids as well as the need to have bonds sold by June 30 in order to place on the July tax bill. The City does have suitable reserves for engineering and bid specifications, which will be reimbursed from bonds. The City Engineer said construction bids would begin in middle of January. Bond specifications will be sent to Bond Counsel in January with bonds possibly not being sold

until May 1<sup>st</sup>. Once a Notice of Sale is published, there is a 45 day period for an individual to object to the sale of bonds. The Chair voiced concern about the potential of having to travel for the grading and issuance of bonds and how that could potentially delay the issuance. Bids will be received in mid January and projects could be ready to start as soon as the weather permits, April 1st. The Mayor raised the question of what would the City's recourse be if there was an objection to the sale of bonds. The Treasurer/Comptroller was directed to discover what the process would be if there was an objection to the sale of the bonds. She will also check if the 45 day wait period is necessary as this bonding was approved by the voters on August 5, 2014. The City Engineer provided an overview of Fiscal Year 2014/15 Road Construction.

Motion by Novitke, second by Shetler, that the following item be received and placed on file:

1. Proposed Schedule of Events, General Obligation Unlimited Tax Bonds, Series 2015 from Bendzinski & Co.

Motion carried by the following vote:

Yes: Granger, Novitke, Shetler  
No: None  
Absent: None

The City Engineer said that the districts played into the decision on the construction timeline. Slated for 2017, Anita from Mack to Charlevoix is the only section where the water main will impact construction, as well as the 2017 water and sewer budget.

This item is to be placed on a future Committee-of-the-Whole with Bond Counsel present. The Mayor raised the point that there will be some flexibility in the scheduling of construction to allow for contractors to submit construction plans that maximize the City's expenditure. Concerns were raised regarding too much construction in one area, placing undue burden on the residents. The Mayor also would like consideration to be given to extending the length of construction, from the proposed four year schedule, to six years. Discussion ensued regarding the variables that may affect bid prices.

Motion by Shetler, second by Novitke, that the following item be received and placed on file:

1. Pavement Replacement Map dated 08/23/2013.



CONSTRUCTION COMMITTEE  
08-18-14

Motion carried by the following vote:

Yes: Granger, Novitke, Shetler  
No: None  
Absent: None

Motion by Shetler, second by Novitke, that the following item be received and placed on file:

1. 2015-2018 Suggested Road Program – Anderson, Eckstein, and Westrick.

Motion carried by the following vote:

Yes: Granger, Novitke, Shetler  
No: None  
Absent: None

Motion by Novitke, seconded by Shetler, to immediately certify the minutes of tonight's meeting.

Motion carried by the following vote:

Yes: Granger, Novitke, Shetler  
No: None  
Absent: None

Under Public Comment/New Business, the following was discussed:

- Robert Waldvogel, 1536 Edmundton, inquired regarding chip and seal repair of streets.

Motion by Shetler, seconded by Novitke, that the meeting of the Construction Committee be adjourned at 7:25 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Stephen Gerhart  
Deputy City Clerk

*Approved by Committee 8/18/14*

CONSTRUCTION COMMITTEE  
09-09-13

MINUTES OF THE MEETING OF THE CONSTRUCTION COMMITTEE, OF THE CITY OF GROSSE POINTE WOODS, HELD ON MONDAY, SEPTEMBER 9, 2013, IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Chair Granger  
Shetler, Novitke

ABSENT: None

ALSO PRESENT: City Administrator Fincham  
Treasurer/Comptroller Irby  
City Clerk Hathaway  
City Engineer Lockwood  
Interim Director of Public Services

The meeting was called to order by Chair Granger at 7:00 p.m.

Motion by Shetler, seconded by Novitke, 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: Granger, Novitke, Shetler

No: None

Absent: None

Motion by Shetler, seconded by Novitke, that the minutes of the Construction Committee dated, June 13, 2011, be approved as presented.

Motion carried by the following vote:

Yes: Granger, Novitke, Shetler

No: None

Absent: None



CONSTRUCTION COMMITTEE  
09-09-13

The City Engineer provided an overview of the infrastructure update. The Chair indicated the Council authorized an update of the infrastructure, and the City Engineer provided an overview of the updates as presented. The City Engineer suggested adding a "total" amount to each category on water and sewer. The Chair requested the updated inventory be placed on the website; and to add footnotes with explanations and summary of money. The City Engineer further stated he is not aware of any other options for funding available at this time for construction projects with the exception of going out for a Special Millage; and the Treasurer/Comptroller, City Administrator, and Interim Director of Public Services concurred.

Under New Business, the following was discussed:

- The start date for work on Morningside/Marter will be in the spring.

Motion by Shetler, seconded by Novitke, that the meeting of the Construction Committee be adjourned at 7:29 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway  
City Clerk

Approved by Commission  
06/10/14  
**RECEIVED**  
JUN 04 2014  
CITY OF GROSSE POINTE WOODS  
6D

## **Citizen's Recreation Committee Meeting Minutes**

**Meeting of the Citizen's Recreation Commission held on May 13, 2014 at 7:00 p.m. in the conference room at City Hall, 20025 Mack Ave, Grosse Pointe Woods, Michigan 48236.**

### **PRESENT:**

Joe Dansbury  
Gib Heim  
Tom Jerger  
Barb Janutol  
Mark Miller

### **ABSENT:**

Bill Babcock  
Mike Moore  
Mike Soviak  
Amanda Moore

### **ALSO PRESENT:**

Nicole Byron, Todd McConaghy

**Call To Order:** 7:04p.m.

### **Approval of Minutes:**

**Motion** to accept the minutes from April 8, 2014 by Tom Jerger and seconded by Joe Dansbury.

Motion passed by the following vote:

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

No: None

Absent: Babcock, Moore, Soviak and York

### **Council Meeting Report:**

Councilman Todd McConaghy discussed recent council meeting information.

### **Supervisor's Report:**

Citizens can register for and pay for all summer recreation programs on line.

Pool heaters are in and are working well.

The Perch Derby sign should be placed on the lawn in front of the City Hall, ASAP.

"Relay for Life" is using the Lakefront Park this weekend for their annual fundraiser.

### **Old Business:**

None

### **New Business:**

None.

### **Adjournment:**

**Motion** was made to adjourn the meeting by Mark Miller and seconded by Tom Jerger.

Motion passed by the following vote:

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

No: None

Absent: Babcock, Moore, Soviak and York.

**Meeting Adjourned at 7:25 p.m.**

The next regularly scheduled meeting will be at 7:00 p.m. on **Tuesday, June 10, 2014, and will be held in the Grosse Pointe Woods City Council Chamber.**

Respectfully submitted by:

Barbara Janutol, Secretary

bajanutol@gmail.com



Approved by Commission 7/8/14  
**RECEIVED**  
JUN 17 2014  
CITY OF GROSSE POINTE WOODS

## **Citizen's Recreation Committee Meeting Minutes**

**Meeting of the Citizen's Recreation Commission held on June 10, 2014 at 7:00 p.m. in the conference room at City Hall, 20025 Mack Ave, Grosse Pointe Woods, Michigan 48236.**

### **PRESENT:**

Joe Dansbury  
Gib Heim  
Barb Janutol  
Tom Jerger  
Mark Miller  
Amanda York

### **ABSENT:**

Bill Babcock  
Mike Moore  
Mike Soviak

### **ALSO PRESENT:**

Nicole Byron, Todd McConaghy, Joe Ahee, Beth Rainbolt, George McMullen and Margaret Potter

**Call To Order:** 7:02p.m.

### **Approval of Minutes:**

**Motion** to accept the minutes from May 13, 2014 by Joe Dansbury and seconded by Amanda York.

Motion passed by the following vote:

Yes: Dansbury, Heim, Janutol, Jerger, Miller and York

No: None

Absent: Babcock, Moore, and Soviak

### **Council Meeting Report:**

Councilman Todd McConaghy discussed recent council meeting information including acceptance of bill for Perch Derby sign.

### **Supervisor's Report:**

Perch Derby set up begins at 10:00 am on Saturday June 14. Fishing begins after check in at 9:00am. Hot dogs and other food will be ready at noon. Tickets received at check in must be presented for lunch. Volunteers needed for set up, cooking, food distribution and clean up. Also volunteers needed to sort prizes on Thursday June 12<sup>th</sup>.

The City Administrator asked that the Commission recommend to Council the purchase of a used golf cart for security purposes at Lakefront Park. This purchase is expected to be around \$5,000.00 It would be a shared cost by the boat fund and the Parks and Recreation budget.



Motion to purchase a used electric golf cart for up to \$5,000.00 for use at Lakefront Park for security purposes and at other city functions as needed was made by Mark Miller and seconded by Joe Dansbury.

Motion passed by the following vote:

Yes: Dansbury, Heim Janutol, Jerger, Miller and York.

No: None

Absent: Babcock Moore and Soviak.

**Old Business:**

None

**New Business:**

Beth Rainbolt addressed the Commission about the possibility of the installation of a splash pad at Lakefront Park. Joe Ahee and the Commission members answered questions concerning this matter including possible cost estimates and funding. Bill Babcock is meeting with a prospective contractor to get a firm estimate and to view possible placement areas for this pad. This information will be shared at the next Commission meeting so members and interested parties will know how much money must be raised before the pad can be considered.

Mark Miller a member of the Grosse Pointe Woods Foundation invited Beth and her group to meet with foundation officers to discuss possible fundraising.

**Adjournment:**

**Motion** was made to adjourn the meeting by Mark Miller and seconded by Tom Jerger.

Motion passed by the following vote:

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

No: None

Absent: Babcock, Moore, Soviak and York.

**Meeting Adjourned at 7:40 p.m.**

The next regularly scheduled meeting will be at 7:00 p.m. on **Tuesday, July 6, 2014, in the conference room at city Hall.**

Respectfully submitted by:

Barbara Janutol, Secretary

bajanutol@gmail.com



Hearing no objections, the following item was discussed under New Business:

- The Director of Public Safety stated that revenue from forfeiture of funds is to benefit law enforcement, and he would like to spend \$4,000-5,000 (estimated cost) to obtain an electric, fabricated golf cart to be used to patrol Ghesquiere Park, fireworks, special events, and Lake Front Park. There was a concurrence of the Committee to move forward with the purchase. If the cost runs over \$5,000, this purchase would need to be approved by the Council.

- The City Administrator stated that Labor Attorney DuBay will attend the Committee-of-the-Whole Meeting on August 4, 2014, to discuss Command Officer Labor Negotiations. He also stated there is Public Safety old business to follow up on such as retirements of outgoing officers, hiring, golf cart, 12 hour shifts, and the need for an 8<sup>th</sup> Command Officer. He stated the Command union is voting on August 6, 2014, whether to stay on 12 hour shifts and requested approval to offer an 8<sup>th</sup> Command Officer position. There was a consensus of the Committee to authorize the 8<sup>th</sup> position (Sergeant).

August 18, 2014

RECEIVED  
AUG 19 2014  
CITY OF GROSSE PTE. WOODS

7A

Dear Mr. Mayor and City Council,

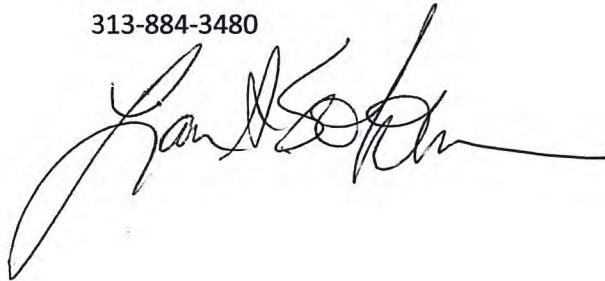
We are sending this letter to you requesting a variance on the fence we replaced on our property. The building inspector Gene Tutag denied this fence based on city ordinance #Sec.8-279 pg. 1. The fence is a solid pvc white panel style (See attached pictures) that provides privacy and safety as it is around an in ground pool in our yard. We replaced a rotted wood stockade style fence that was in the same place using the same posts and had full agreement on this replacement from neighbors whose properties it bordered. (See neighbor signatures on application.) Since we were only replacing panels we were unaware of the variance and used a style that we had seen in abundance in the city. Please let us know what the next step is in this process.

Sincerely,

Andrew and Laurie Solomon

20742 Morningside DR.

313-884-3480

A handwritten signature in black ink, appearing to read "Andrew and Laurie Solomon", with a long horizontal flourish extending to the right.



Variance pndg

FENCE PERMIT **RECEIVED**



**CITY OF GROSSE POINTE WOODS**

Building Department  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236  
(313) 343-2426

AUG 08 2014  
CITY OF GROSSE PTE. WOODS  
BUILDING DEPT.

**Application For Fence Zoning Compliance Permit**  
**To be in compliance with Article IX – Fences (Sections 8-274 – 8-285)**

**MUST Provide 1) Mortgage survey/site plan with highlighted area where fence is to be placed;**  
**2) Provide brochure/picture of proposed fence to be installed.**

Owner ANDREW SOLIMON Address: 20742 MORNINGSIDER Phone No. 313-884-3480  
GPW Address for fence application: 20742 MORNINGSIDER C# 586-306-3469/L90  
Contractor NONE Phone No. —  
Address — Fax No. —  
Height of Fence 6 FT Length of Fence 84'  
Style of Fence SOLID Privacy  
Material: — Wood — Metal ✓ Vinyl  
Location of Fence SIDE-BACK YARD

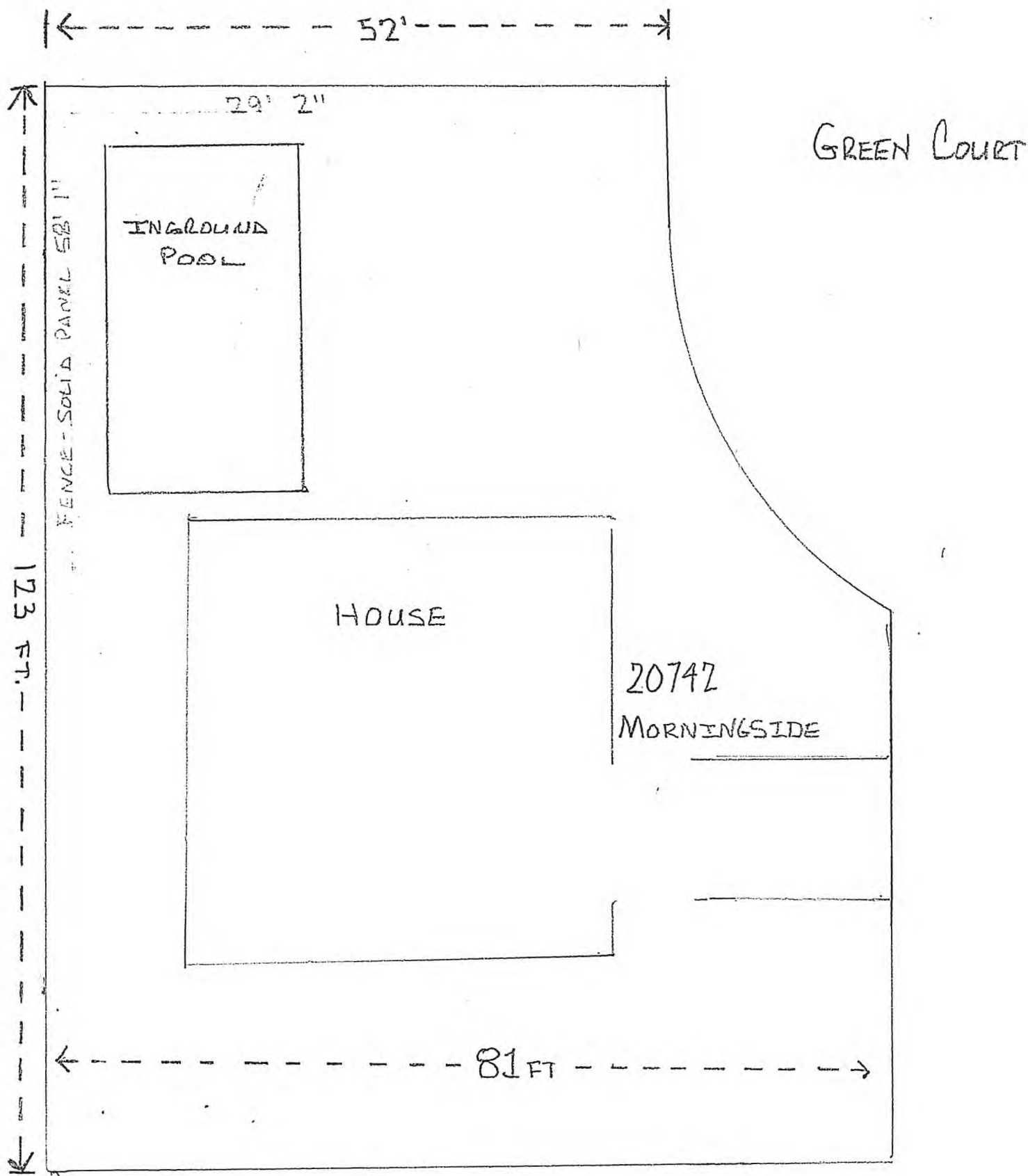
SHIRLEY BEDARD  
Neighbor's Signature [Signature] Address 645 ANITA  
ANNA MCATEE  
Neighbor's Signature [Signature] Address 70734 Green Court  
Neighbor's Signature — Address [Signature]

By affixing my signature hereto, I certify that I am the owner or acting as the owner's agent, and I understand the regulations pertaining to the erection of a fence as described in the Ordinance #748. The City of Grosse Pointe Woods does not guarantee the accuracy of the property lines as described herein, the accurate location of all property lines is the responsibility of the owner or owner agent.

[Signature] Laurie A. Schron 8-7-14  
Signature of Owner or Agent Date

For Office Use	
Approved <u>[Signature]</u>	Denied <u>8/14/14</u>
Building Inspector's Signature	Date

Solid Fence ~~to~~ NORTH & EAST. ADVISEE VARIANCE  
8-279@MIN 2" OPENINGS

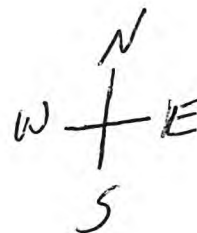


MORNINGSIDE DR.



Google

To see all the details that are visible on the screen, use the "Print" link next to the map.










MEMO 14 - 26

RECEIVED  
SEP - 2 2014  
CITY OF GROSSE PTE. WOODS

TO: Lisa K. Hathaway, City Clerk  
FROM: Joseph J Ahee, Director of Public Services   
DATE: August 25, 2014  
SUBJECT: Review of Variance Request – 20742 Morningside

I have reviewed the documentation provided by residents Andrew and Laurie Solomon of 20742 Morningside requesting approval of a variance to fence code Sec. 8-279. I have no objections to granting this variance.

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

c.c. G. Tutag  
O/F


**CITY OF GROSSE POINTE WOODS**

**BUILDING DEPARTMENT**

**MEMORANDUM**

RECEIVED  
SEP - 3 2014  
CITY OF GROSSE PTE. WOODS

**TO:** Mayor and City Council

**FROM:** Gene Tutag, Building Official 

**DATE:** August 26, 2014

**SUBJECT:** Fence Variance – 20742 Morningside D, Grosse Pointe Woods

---

The attached application to install 84 feet of 6' vinyl fence at 20742 Morningside cannot be issued. Section #8-279(1) only permits fences to be constructed with two inch openings throughout at least 50% of the length or height of the fence. The proposed fence is a solid style privacy fence with no openings.

The fence has already been installed.

The owners of 20742 Morningside are appealing the denial of the application.

Section 8-284(a)(3) Special circumstances, states that deviations from the provisions of this article require a public hearing and approval from the city council.

A letter from the applicant dated August 18, 2014 is attached and states that the solid fence is necessary due to privacy and safety concerns as the Solomon's have an in-ground pool in the rear yard. The property at 20742 Morningside is also a corner lot.

- The proposed fence is attractive and will provide a degree of privacy for persons in the backyard of this property. The neighbors affected by this fence have signed off on the application indicating their approval of this fence installation.
- Variances for solid fences have been granted for properties on corner lots. The subject property is on a corner lot which has been found to be a special circumstance.

Granting of this variance is recommended.

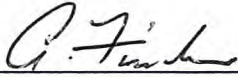
**Attachments**

20742 Morningside Variance Letter dtd 08/18/14

Photos – 4 (CEO Prieur)

Fence Ordinance, Sections #8-274 thru #8-284



APPROVED BY:  DATE: 9-3-14  
Alfred Fincham  
City Administrator



















**ARTICLE IX. FENCES****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, 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.

(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.**

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.* Notwithstanding anything to the contrary provided in this article, deviations from the provisions of this article may 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) *Special circumstances.* Deviations from the provisions of this article require a public hearing and approval from the city council.

(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 for the publication 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 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.

## AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 20742 Morningside Dr  
Andrew & Laurie Solomon

State of Michigan )  
 ) ss.  
County of Wayne )

**I HEREBY CERTIFY that the notice of Hearing was duly mailed First Class Mail on 8-25-14 to the following property owners within a 3 foot radius of the above property in accordance with the provisions of the 2007 City Code of Grosse Pointe Woods. A Hearing fee of \$75.00 has been received with receipt # 700975.**

**Lisa Kay Hathaway, CMMC/MMC**

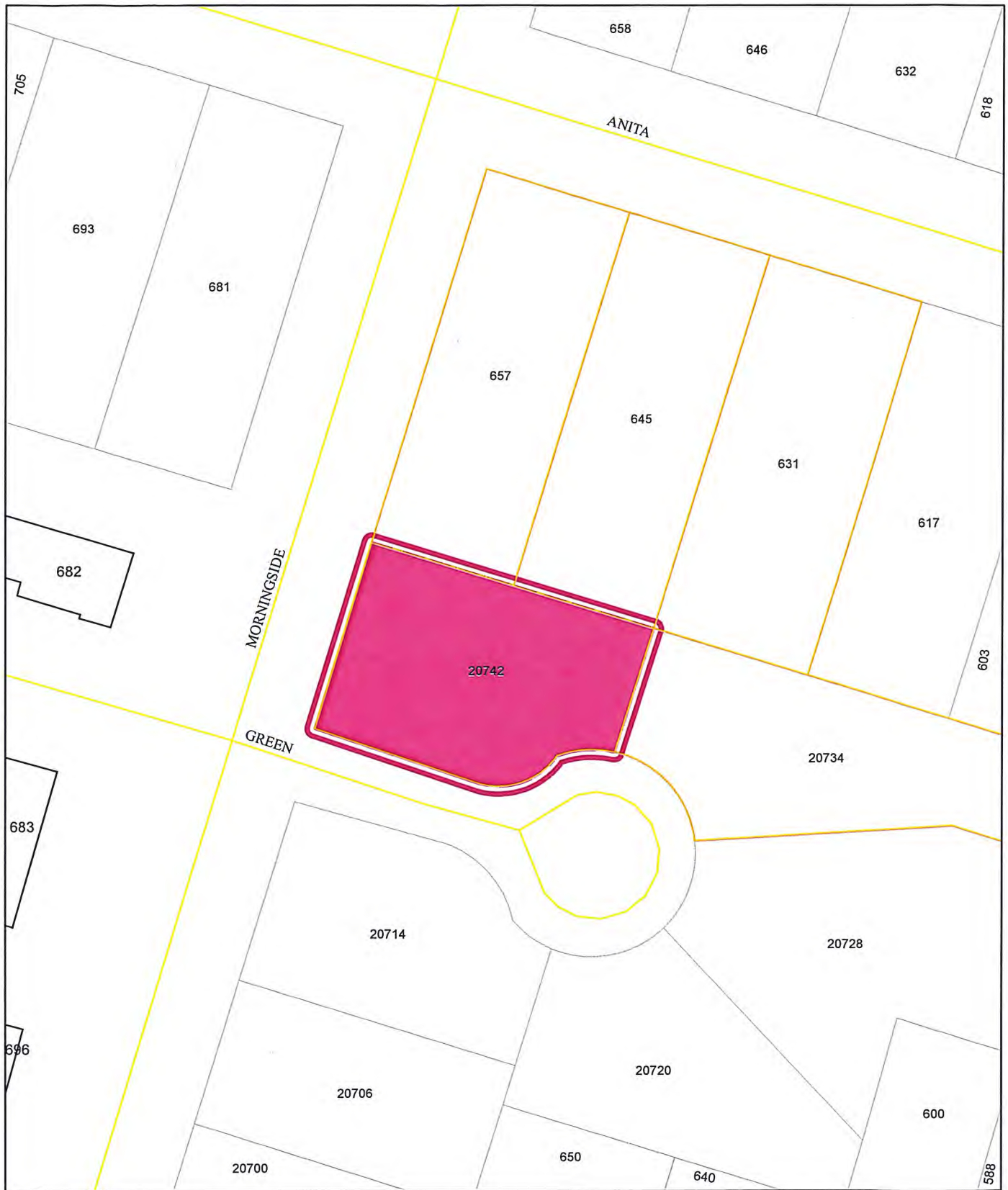
**City Clerk**

**See attached document for complete list.**



20742 Morningside Dr - 3' Radius

ownersname	ownersna_1	ownerstreet	ownercity	ownerstate	ownerzipco
ZINK NANCY G		657 ANITA AVE	GROSSE POINTE WOODS	MI	48236
BEDARD SHIRLEY A		645 ANITA AVE	GROSSE POINTE WOODS	MI	48236
WERNESKI KENNETH V	WERNESKI KRISTEN E	631 ANITA AVE	GROSSE POINTE WOODS	MI	48236
SOLOMON ANDREW F		20742 MORNINGSID DR	GROSSE POINTE WOODS	MI	48236
MCINTEE MARK	MCINTEE SARAH	20734 GREEN CT	GROSSE POINTE WOODS	MI	48236



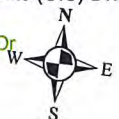
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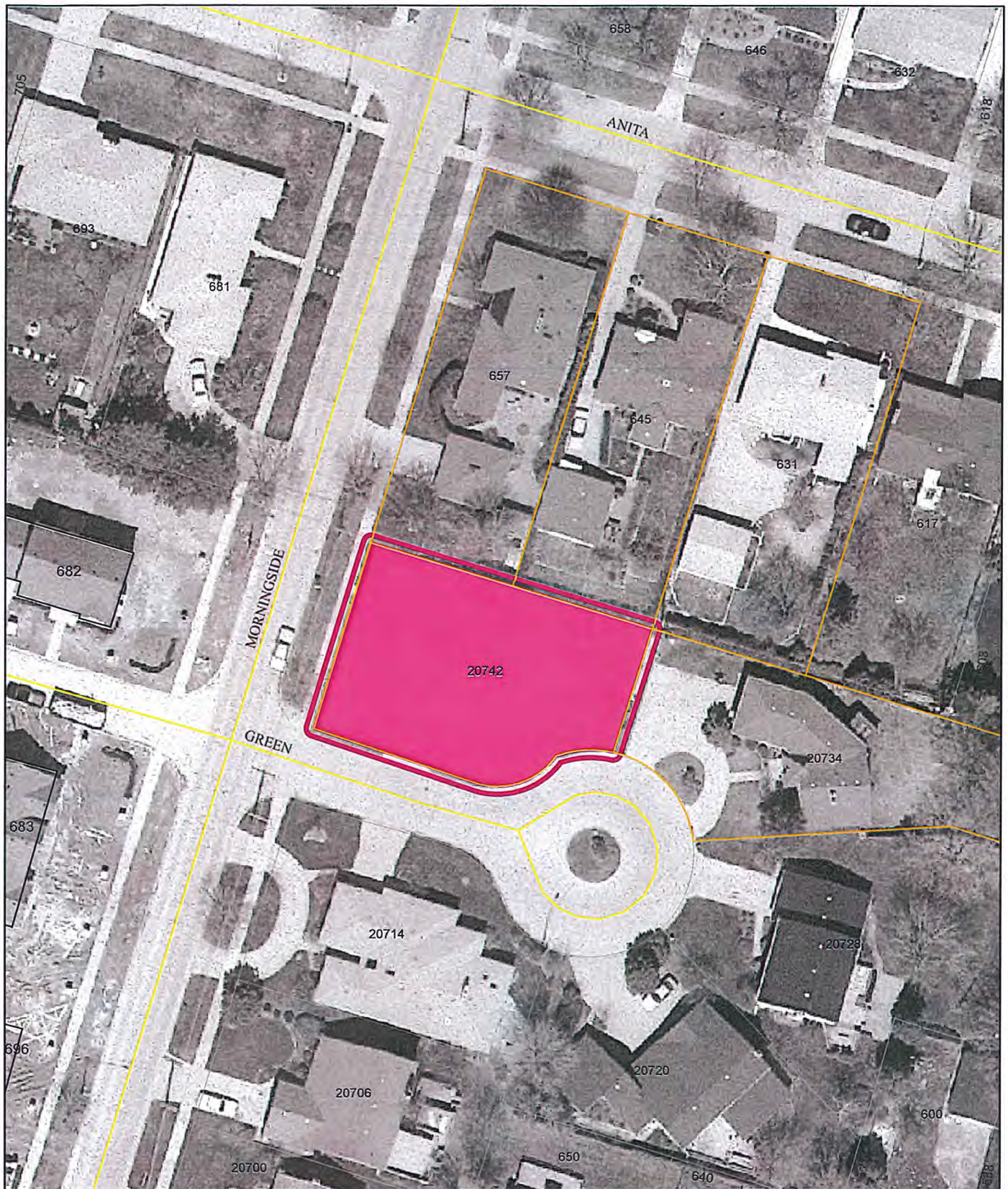
INFORMATION TECHNOLOGY DEPARTMENT  
 Geographic Information Systems (GIS) Division

Subject: 20742 Morningside Dr

Date: 08/25/2014







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INFORMATION TECHNOLOGY DEPARTMENT  
 Geographic Information Systems (GIS) Division

Subject: 20742 Morningside Dr.

Date: 08/25/2014







## Stephen Gerhart

---

**From:** Michael Miner [MMiner@classicpartyrentals.com]  
**Sent:** Tuesday, August 26, 2014 4:04 PM  
**To:** Stephen Gerhart  
**Cc:** Michael Miner  
**Subject:** Request for Fence Hearing Postponement- and move the front 10'

Dear Steve-

Thank you for your time today. As you and Gene have instructed, I will have the front of the fence that faces Bournemouth Road, moved back to at least 10 feet behind the front of my house. I will have this done in the next few days. I understand my fence hearing will be taking place on October 8<sup>th</sup>.

Unfortunately, I fly out of town on September 8, 2014, and I will be back on the 10<sup>th</sup>. I also depart on September 14<sup>th</sup>, and return on the 17<sup>th</sup>.

Again, I appreciate your kindness, I wish to comply you and your team. Please tell Gene he was also very helpful, and I appreciate that.

Respectfully,

Michael

Michael Miner  
1570 Bournemouth Road  
Grosse Pointe Woods, MI 48236

**Michael Miner | Vice President  
Strategic Partnerships**  
c: 310.505.3176 | f: 310-202-8542  
[mminer@classicpartyrentals.com](mailto:mminer@classicpartyrentals.com) | [www.classicpartyrentals.com](http://www.classicpartyrentals.com)

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MML Home

# 2014 CONVENTION MARQUETTE

OCTOBER 15-17 • NORTHERN MICHIGAN UNIVERSITY



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## General Information

### Registration

#### Online

In order to reduce the amount of printed paper and increase member privacy, the League no longer accepts credit card payments on printable registration forms for League events. All credit card payments are to be completed online via My League ([mml.org](http://mml.org)). My League is your secure, interactive online League account. It's available to all members and nonmembers, with a quick and easy sign-up process. Register now!

### Housing & Travel

**Host Hotel:** Holiday Inn Marquette, 1951 US41, Marquette, MI 49855

**Phone:** 906-225-1351

**Room Rate:** \$115/night standard

*Group room rate cutoff is September 30, 2014 at 5:00 pm (EST).*

*Hotel rate is subject to applicable state and local taxes (currently 12%).*

#### Reservation Process

Housing reservations will only be accepted by phone at the Holiday Inn Marquette, the host hotel for registered Convention attendees. After registering for Convention, a confirmation email will be sent to you within 48 hours. The confirmation email will contain your registration information and your personalized housing registration code. **The hotel requires that you provide your personalized code in order to make reservations during the League's Annual Convention.**

#### Overflow Hotels

For overflow purposes, we have also reserved rooms at the hotels listed below.

**Hampton Inn Marquette/Waterfront**, 461 S. Lakeshore Blvd., Marquette, MI 49855

**Phone:** 906-228-6001

**Room Rates:** \$159/night (city view); \$169/night (lake view)

*Group room rate cutoff is October 1, 2014 at 5:00 pm (EST).*

*Hotel rate is subject to applicable state and local taxes (currently 12%).*

**Landmark Inn**, 230 N. Front St., Marquette, MI 49855

**Phone:** 888-752-6362

**Room Rates:** \$139/night

*Group room rate cutoff is September 12, 2014 at 5:00 pm (EST).*

*Hotel rate is subject to applicable state and local taxes (currently 12%).*

#### Credit Card Safety

We have recently become aware of credit card theft schemes in regard to persons claiming to be conference hotel representatives. **DO NOT** make reservations with a hotel that contacts you directly. The scam is that they obtain your credit card information and put fraudulent charges on the card. Read more.

#### Bus Transportation

This year the League is offering convenient bus transportation from the Lower Peninsula to Marquette. Buses will depart from the following locations on Tuesday, October 14, 2014.

Bus	First Stop	Second Stop	Third Stop
Bus #1	Kalamazoo	Grand Rapids	Grayling
Bus #2	Livonia	Bay City	Gaylord

**COST:** \$120.00/person

In order for the League to run bus transportation to Marquette, a minimum number of attendees must register by September 5. Please get your registrations in as early as possible to ensure your seat.

### Follow Me On The Web!



The Conversation

#mmlconv



The League  
@MMLLeague

11 At

More feet on your street! Learn how at #mmlconv workshop, Reimagining Marquette's Main Street.  
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Retweeted by Ted Woodcock



Expand



The League  
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11 At

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### Registration Procedures

[Click here](#) for the Convention registration form.

### Delegate Registration Fee

The delegate registration fee includes all educational sessions, mobile workshops, refreshment breaks, receptions, and meal events during the Convention. Additional registration fees apply for pre-Convention events. See Convention registration form for fees.

### Pool and Fund Rate

MML Liability & Property Pool and Workers' Compensation Fund members who are Full or Full Associate League Members are eligible for a discount on Convention registration fees. For questions about MML Pool and Fund membership please contact Jennifer Orr at [jorr@mml.org](mailto:jorr@mml.org) or 800-653-2483.

### Full, Associate, and Business Alliance Program Member Rates

Full Member Rates are for full member cities, villages, urban townships, associate members, and Business Alliance Program participants.

### Guest Registration Fee

Guest registration includes receptions and admission to the Annual Awards Banquet only. Additional meal tickets may be purchased. See Convention registration form for fees.

### Pre-Convention Workshops

To register for pre-Convention workshops, you can register online or use the pre-Convention registration form found on the website.

### Persons with Disabilities and Special Needs

If you require special arrangements, including a special diet, please check the Special Accommodations box on the registration form and indicate your request.

### Cancellation Policies

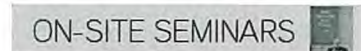
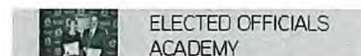
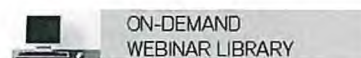
All cancellations must be submitted in writing and are subject to a \$75.00 cancellation fee for regular Convention registrations and \$30.00 for guest registrations. No refunds will be given for cancellation requests received after 7 business days before the first day of convention. Email cancellation requests to [registration@mml.org](mailto:registration@mml.org) or fax them to 734-669-4223.

### Anti-Discrimination Policy

The League will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, familial status, height, weight, disability, or political belief.



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[mml.org HOMEPAGE](#)



Municipality Name \_\_\_\_\_

Contact Name (person completing this form) \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Attendee Information (please complete another form if registering more than one attendee):

Name \_\_\_\_\_ Nickname \_\_\_\_\_

Title \_\_\_\_\_ \*Email \_\_\_\_\_

\*Hotel housing code will be sent here

Guest Name (if applicable) \_\_\_\_\_

Registrant Type	Early Rate by 9/19/14	Rate after 9/19/14
MML Liability Pool and/or Workers Comp Members (MML Full or Full Associate Members only)	<input type="checkbox"/> \$349/person	<input type="checkbox"/> \$649/person
MML Full & Associate Members/ BAP Participants	<input type="checkbox"/> \$449/person	<input type="checkbox"/> \$749/person
Nonmember Government Entities	<input type="checkbox"/> \$499/person	<input type="checkbox"/> \$899/person
Nonmember	<input type="checkbox"/> \$599/person	<input type="checkbox"/> \$999/person
Guest (includes reception and banquet only)	<input type="checkbox"/> \$150/person	<input type="checkbox"/> \$150/person

Additional Meals and Activities	
<input type="checkbox"/> MI Women in Municipal Gov't Lunch, Wednesday 10/15	\$25
<input type="checkbox"/> MI Association of Mayors Breakfast, Thursday, 10/16	\$20
<input type="checkbox"/> Guest Meal – Closing Lunch, Friday, 10/17	\$20
<input type="checkbox"/> Michigan Municipal League Foundation Tavern Tour, Thursday, 10/16	\$25

<b>Transportation to Marquette</b> (refunds will not be issued after September 5)	
<input type="checkbox"/> I want to ride the bus to Marquette	\$120
Quantity _____ X \$120 = \$ _____	
Please select the bus below:	
<input type="checkbox"/> Bus 1 (Departs from Kalamazoo, stops in Grand Rapids and Grayling)	
<input type="checkbox"/> Bus 2 (Departs from Livonia, stops in Bay City and Gaylord)	
<b>Bus departs Tuesday, 10/14. Additional details will be emailed.</b>	

Mobile Workshops (select one) Thursday, 10/16, Noon-4:00 pm	Registered Delegate	Guest (\$35)
Marquette's Waterfront Transformation	<input type="checkbox"/>	<input type="checkbox"/>
Mining History in the U.P.	<input type="checkbox"/>	<input type="checkbox"/>
Trail Towns as Recreation Destinations	<input type="checkbox"/>	<input type="checkbox"/>
Bike the Downtown Iron Ore Heritage Trail	<input type="checkbox"/>	<input type="checkbox"/>
Crowdfunding & Microbreweries	<input type="checkbox"/>	<input type="checkbox"/>
Reimagining Marquette's Historic Main Street	<input type="checkbox"/>	<input type="checkbox"/>

<b>Additional Questions</b>	
Does your community wish to participate in the Parade of Flags? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you require a vegetarian/vegan meal? <input type="checkbox"/> Yes <input type="checkbox"/> No
Do you require special assistance/accommodations? If so, please specify:	

**TOTAL \$** \_\_\_\_\_

**Online:** To register and pay online visit [www.mml.org](http://www.mml.org). On the home page located on the right hand side under "My League," click on "Log On" and enter your name and password. After you are logged in, click on "Events."

**Fax:** Please fax registration form to 734-669-4223, then mail with check payable to: Michigan Municipal League P.O. Box 7409 Ann Arbor, MI 48107-7409

**Registration Questions?**

Call 734-669-6371 or email [registration@mml.org](mailto:registration@mml.org). For a full list of Convention registration policies, visit [www.mml.org](http://www.mml.org), click on Training/Events, click on Convention Registration Policies.





michigan municipal league

Better Communities. Better Michigan.

August 6, 2014

## Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Marquette, October 15-17, 2014. The League's "Annual Meeting" is scheduled for 11:15 am on Thursday, October 16 in the Lakes Ballroom at the Northern Michigan University. The meeting will be held for the following purposes:

1. Election of Trustees. To elect six members of the Board of Trustees for terms of three years each (see #1 on page 2).

2. Policy. A) **To vote on the Core Legislative Principles document.**

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <http://www.mml.org/delegate>. If you would like to receive a copy of the proposed principles by fax, please call Susan Vasher at the League at 800-653-2483.

**B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)**

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by September 16, 2014.

3. Other Business. To transact such other business as may properly come before the meeting.

## Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <http://www.mml.org/delegate> no later than September 24, 2014.

Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

"Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative."

RECEIVED  
AUG 12 2014  
CITY OF GROSSE PTE. WOODS





### 1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, six members of the Board of Trustees will be elected at the annual meeting for a term of three years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

### 2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and "no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting." Thus the deadline this year for the League to receive resolutions is **September 16, 2014**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.

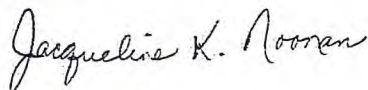
Further, "Every proposed resolution submitted by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or modification thereof."

### 3. Posting of Proposed Resolutions and Core Legislative Principles

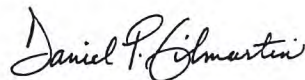
The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Wednesday, October 15 in the Lakes Ballroom at Northern Michigan University for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,



Jacqueline Noonan  
President  
Mayor of Utica



Daniel P. Gilmartin  
Executive Director & CEO



COUNCIL EXCERPT  
08-04-14

Motion by Koester, seconded by Shetler, regarding **2014 Community Development Block Grant (CDBG) Subrecipient Agreement**, that the City Council approve the PY 2014 CDBG Subrecipient Agreement and authorize the Mayor to sign said agreement.

Motion carried by the following vote:

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





**CITY OF GROSSE POINTE WOODS**  
**MEMORANDUM**

**RECEIVED**  
**AUG 20 2014**  
**CITY OF GROSSE PTE. WOODS**

**DATE:** August 20, 2014

**TO:** Mayor and City Council

**FROM:** Al Fincham, City Administrator *A.F.*

**SUBJECT:** Amended 2014 CDBG Subrecipient Agreement

---

At the August 4, 2014, City Council meeting, Council approved the *2014 CDBG Subrecipient Agreement*. The County made an error by including the funding for PAATS, therefore, a new contract excluding PAATS as a line item has been provided by them for signature. Please note: the amount of the funding allocated to PAATS on behalf of the City has not changed it has just been removed from the City's Agreement as the County enters into a contract with them directly.

I recommend that City Council authorize the Mayor to sign the amended 2014 *Subrecipient Agreement for the Wayne County Community Development Block Grant Program*.

SUBRECIPIENT AGREEMENT FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
BETWEEN THE  
CHARTER COUNTY OF WAYNE  
AND  
THE CITY OF  
GROSSE POINTE WOODS

Term July 1, 2014 through June 30, 2019

Catalog of Federal Domestic Assistance (CFDA)  
14.218 Community Development Block Grants/Entitlement Grants



THIS SUBRECIPIENT AGREEMENT ("the " Agreement") is made and approved as of this 1 day of July 01, 2014, by and between the Charter County of Wayne, acting through Wayne County Community Development Division of the Economic Development Growth Engine, whose address is the Wayne County Building, 500 Griswold, Detroit, Michigan 48226 (hereinafter referred to as the "Recipient or County") and the City of Grosse Pointe Woods, whose address is 20025 Mack Plaza, Grosse Pointe Woods, MI 48326 (the "Subrecipient").

### **Mutual Understandings**

- A. Wayne County has entered into an agreement with the U.S. Department of Housing and Urban Development ("HUD") to be the recipient of Community Development Block Grant ("CDBG") Funds as an "Urban County" pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"), Wayne County will receive these Funds to effect the purposes of its CDBG Program, pursuant to which it will make grants to eligible subrecipients to engage in community development activities.
- B. The Subrecipient has applied to the Recipient for a grant pursuant to the CDBG Program in the amount of up to Ten Thousand, Eight Hundred and Forty Three Dollars and 82/100 Cents (\$10,843.82) to provide financing for specific activities outlined in an application submitted to the Recipient for the HUD Program Year 2014 starting July 1, 2014.
- C. The Subrecipient may apply to the Recipient for additional grant Funds pursuant to the CDBG Program that are approved by the Wayne County Community Development Division for specific CDBG-eligible activities as Funds are available.
- D. Both the Subrecipient and the Recipient ("Parties") by entering into this Agreement are bound in accordance with 24 CFR Part 570.503,
- E. The Work to be performed under this Agreement must be completed within eighteen (18) months of July 1 of the respective HUD Program Year unless otherwise extended through the Recipient's administrative review process.
- F. The Parties are entering into this Agreement to memorialize the terms and conditions under which the grant will be made and administered.
- G. The exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement.

## Section 1

### Definitions

In addition to the words and terms elsewhere defined in this Agreement and the exhibits hereto, the following words and terms as used in this Agreement shall have the following meanings for the purposes of this Agreement unless the context or use indicates another or different meaning or intent:

- 1.01 **"Agreement"** means this document its final form as executed by the County and Subrecipient.
- 1.02 **"CDBG"** means Community Development Block Grant pursuant to the Housing and Community Development Act of 1974, as amended.
- 1.03. **"CDBG Funds"** means Community Development Block Grant Funds made available to the County pursuant to the Housing and Community Development Act of 1974, as amended for the purpose of dispensing these Funds for eligible CDBG Activities. The CDBG Funds contemplated for this Agreement are \$10,843.82 (Ten Thousand, Eight Hundred and Forty Three Dollars and 82/100 Cents).
- 1.04. **"City"** means the following:
  - (i) Any unit of general local government located in Wayne County that is classified as a municipality by the United States Bureau of the Census, or
  - (ii) Any other unit of general local government located in Wayne County that is a town or township.
- 1.05. **"Closing or Closing Date"** shall mean the date and time, which shall be mutually agreed upon by the Subrecipient and the County, at which the Subrecipient shall execute this Agreement and any other documents deemed necessary by the County in connection with this transaction and Project.
- 1.06. **"Contractor"** shall mean an entity or person paid with CDBG Funds in return for a specific service (e.g., construction, program management). Contractors must be selected through a competitive procurement process by the Subrecipient.
- 1.07. **"Counsel"** shall mean a person admitted to practice law in the State of Michigan and who may be the legal advisor for the County or the Subrecipient.



- 1.08. **"LMA"** shall mean low and moderate income area benefiting all residents of a primarily residential area in which at least 51% of the residents have incomes at or below 80% of area income.
- 1.09. **"LMI"** shall mean low and moderate income.
- 1.10. **"LMH"** shall mean low and moderate housing activities that will be occupied by a household whose income is at or below 80% of area median income.
- 1.11. **"LMC"** shall mean low and moderate limited clientele activities whose income is at or below 80% of area median income.
- 1.12. **"LMJ"** shall mean low and moderate job creation and retention LMI benefit national objective addresses activities designed to create or retain permanent jobs, at least 51 percent of which will be made available to or held by LMI persons.
- 1.13. **"Program Income"** means revenue (i.e., gross income) received by a state, unit of general local government, or Subrecipient that is directly generated from the use of CDBG Funds.
- 1.14. **"Program Manager"** means the Wayne County staff person currently managing the Wayne County CDBG program.
- 1.15. **"Recipient"** or **"County"** shall mean the County of Wayne,
- 1.16. **"Regulations"** shall mean the regulations relating to the CDBG Program promulgated by HUD at 24 CFR Part 570.503 subpart A, C, D, I, J, K, and O or section 570.405 92, as the same may be amended from time to time.
- 1.17. **"Rehabilitation"** shall mean any rehabilitation of residential property to the extent necessary to comply with applicable laws, codes, and other requirements relating to housing safety, quality and habitability, in order to sell, or redevelop such homes and properties. Rehabilitation may include improvements to increase the energy efficiency or conservation of such homes and properties or provide a renewable energy source for such homes and properties.
- 1.18. **"Subrecipient"** shall mean the City of Grosse Pointe Woods, a unit of local government or municipality that the County has awarded CDBG Funds to perform eligible activities under CDBG Program.

## Section 2

### Statement of Purpose and Eligible Activities of the Housing and Community Development Act

#### 2.01 CDBG Objective

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the community development program of each grantee, is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. By executing this Agreement the Subrecipient agrees with the Recipient to provide housing and community development activities in accordance with the objectives of the Act.

#### 2.02 Compliance With CDBG Eligible Activity Requirements

The Subrecipient will be responsible for administering the CDBG Program in a manner satisfactory to the County and consistent with any standards as a condition of providing these Funds. The following is a list of eligible activities for CDBG but any eligible activity under CDBG Rules and Regulations that is not listed below may be allowed under this Agreement:

(a) Acquisition. Acquisition in whole or in part by the Subrecipient, by purchase, long-term lease, donation, or otherwise, of real property (including air rights, water rights, rights-of-way, easements, and other interests therein) for any public purpose, subject to the limitations of 24 CFR 570.207;

(b) Disposition. Disposition, through sale, lease, donation, or otherwise, of any real property acquired with CDBG funds or its retention for public purposes, including reasonable costs of temporarily managing such property or property acquired under urban renewal, provided that the proceeds from any such disposition shall be program income subject to the requirements set forth in 24 CFR 570.504;



(c) Public facilities and improvements. Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, except as provided in §570.207(a), carried out by the Subrecipient. (However, activities under this paragraph may be directed to the removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to public facilities and improvements, including those provided for in § 570.207(a)(1).) In undertaking such activities, design features and improvements which promote energy efficiency may be included. Such activities may also include the execution of architectural design features, and similar treatments intended to enhance the aesthetic quality of facilities and improvements receiving CDBG assistance, such as decorative pavements, railings, sculptures, pools of water and fountains, and other works of art. Facilities designed for use in providing shelter for persons having special needs are considered public facilities and not subject to the prohibition of new housing construction described in § 570.207(b)(3). Such facilities include shelters for the homeless; convalescent homes; hospitals, nursing homes; battered spouse shelters; halfway houses for run-away children, drug offenders or parolees; group homes for mentally retarded persons and temporary housing for disaster victims. Public facilities and improvements eligible for assistance under this paragraph are subject to the policies in § 570.200(b);

(d) Clearance and remediation activities. Clearance, demolition, and removal of buildings and improvements, including movement of structures to other sites and remediation of known or suspected environmental contamination. Demolition of HUD-assisted or HUD-owned housing units may be undertaken only with the prior approval of HUD. Remediation may include project-specific environmental assessment costs not otherwise eligible under § 570.205;

(e) Public services. Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime

prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan;

(f) Interim assistance.

(1) The following activities may be undertaken on an interim basis in areas exhibiting objectively determinable signs of physical deterioration where the Subrecipient has determined that immediate action is necessary to arrest the deterioration and that permanent improvements will be carried out as soon as practicable:

- (i) Repairs to streets, sidewalks, parks, playgrounds, publicly owned utilities, and public buildings; and
- (ii) The implementation on a short term basis of special garbage, trash, and debris removal, including neighborhood cleanup campaigns, but not the regular curbside collection of garbage or trash in an area.

(2) In order to alleviate emergency conditions threatening the public health and safety in areas where the chief elected official of the Subrecipient determines that such an emergency condition exists and requires immediate resolution, CDBG funds may be used for:

- (i) The activities specified in paragraph (f)(1) of this section, except for the repair of parks and playgrounds;
- (ii) The clearance of streets, including snow removal and similar activities, and the improvement of private properties.

(3) All activities authorized under paragraph (f)(2) of this section are limited to the extent necessary to alleviate emergency conditions;



(g) Payment of non-Federal share. Payment of the non-Federal share required in connection with a Federal grant-in-aid program undertaken as part of CDBG activities, provided, that such payment shall be limited to activities otherwise eligible and in compliance with applicable requirements under this subpart.

(h) Urban renewal completion. Payment of the cost of completing an urban renewal project funded under title I of the Housing Act of 1949 as amended. Further information regarding the eligibility of such costs is set forth in § 570.801.

(i) Relocation. Relocation payments and other assistance for permanently and temporarily relocated individuals families, businesses, nonprofit organizations, and farm operations where the assistance is (1) required under the provisions of § 570.606 (b) or (c); or (2) determined by the grantee to be appropriate under the provisions of § 570.606(d).

(j) Loss of rental income. Payments to housing owners for losses of rental income incurred in holding, for temporary periods, housing units to be used for the relocation of individuals and families displaced by program activities assisted under this part.

(k) Housing services. Housing services, as provided in section 105(a)(21) of the Act (42 U.S.C. 5305(a)(21)).

(l) Privately owned utilities. CDBG funds may be used to acquire, construct, reconstruct, rehabilitate, or install the distribution lines and facilities of privately owned utilities, including the placing underground of new or existing distribution facilities and lines.

(m) Construction of housing. CDBG funds may be used for the construction of housing assisted under section 17 of the United States Housing Act of 1937.

(n) Homeownership assistance. CDBG funds may be used to provide direct homeownership assistance to low- or moderate-income households in accordance with section 105(a) of the Act.

(o) Special Economic Development. The provision of assistance either through the Subrecipient directly or through public and private organizations, agencies, and other Subrecipients (including nonprofit and for-profit Subrecipients) to facilitate economic development by:

1. Providing credit, including, but not limited to, grants, loans, loan guarantees, and other forms of financial support, for the establishment, stabilization, and expansion of microenterprises;

2. Providing technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises; and

3. Providing general support, including, but not limited to, peer support programs,

4. counseling, child care, transportation, and other similar services, to owners of microenterprises and persons developing microenterprises.

5. Assistance under this paragraph (o) may also include training, technical assistance, or other support services to increase the capacity of the Subrecipient or Subrecipient to carry out the activities under this paragraph (o).

(p) Technical assistance. Provision of technical assistance to public or nonprofit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities. (The Subrecipient must determine, prior to the provision of the assistance, that the activity for which it is attempting to build capacity would be eligible for assistance under this subpart C, and that the national objective claimed by the grantee for this assistance can



reasonably be expected to be met once the entity has received the technical assistance and undertakes the activity.) Capacity building for private or public entities (including grantees) for other purposes may be eligible under § 570.205.

(q) Assistance to institutions of higher education. Provision of assistance by the Subrecipient to institutions of higher education when the grantee determines that such an institution has demonstrated a capacity to carry out eligible activities under CDBG guidelines.

## **2.03 National Objectives.**

Each eligible activity funded with CDBG Funds must meet one of the three national objectives:

### **1. Benefits low and moderate income persons**

- a. (LMA) Area Benefit -- activity provides benefit to area where at least 51% of residents receive low- to moderate-incomes:
  - 1) Area is primarily residential and activity meets LMI needs.
  - 2) Income levels are documented by Census or an approved substitute.
  - 3) Exceptions apply under special circumstances.
- b. (LMC) Limited Clientele -- activity benefits a limited number of persons who are at least 51% (LMI) Low and Moderate Income:
  - 1) Persons are presumed to be LMI (abused children, elderly, homeless).
  - 2) Assistance is for LMI persons owning or developing microenterprises.
  - 3) Activity is a job training or placement activity. (Conditions do apply.)
- c. (LMH) Housing -- activity provides or improves residential structures to be occupied by LMI persons:
  - 1) At least 51% of units must be occupied by LMI.
  - 2) Exceptions to the 51% rule are possible under limited circumstances.
- d. (LMJ) Jobs -- activity creates or retains jobs:
  - 1) At least 51% of the jobs must be held by or available to LMI persons.

2. **Aids in the prevention or elimination of slums or blight**
  - 1) Area must have a substantial number of deteriorated buildings.
  - 2) Activity must address one or more conditions contributing to deterioration.
  - 3) Spot Basis -- activity eliminates specific condition of blight in particular instance.
3. **Meets a need having a particular urgency (referred to as urgent need).**
  - 1) Conditions are a serious and immediate threat to health and welfare and are of recent origin
  - 2) It cannot fund activity on its own as other sources of money are unavailable.

### **Section 3**

#### **Statement of Work/Budget, Payment Guidelines, and Due Diligence Requirements**

##### **3.01 Description of Work and Deadlines**

The Work to be performed for the eligible CDBG activities under this Agreement is set forth in the attached Appendix A and shall also conform to any submittals (i.e. RFPs or applications) by Subrecipient to Recipient in the process of receiving the CDBG Funds. Any work undertaken by Subrecipient for such eligible activity shall be completed on or before eighteen (18) months from July 1 of the respective HUD Program Year unless otherwise extended through Recipient's approved modification process. Any extension is subject to the CDBG Appeals Board's approval and will comply with the CDBG Appeals Procedure established by Recipient. The Subrecipient agrees that this deadline may be unilaterally shortened by the Recipient in the Recipient's sole discretion, if a more expeditious schedule is required for the Recipient to comply with any HUD regulations, including, but not limited to, 24 CFR 570.902.

##### **3.02 CDBG Activity Description**



The description of each of the CDBG activity shall be in sufficient detail to provide a sound basis for the Recipient effectively to monitor performance under this Agreement. Such description will, at minimum, allow for a clear understanding of the need and benefit of the activity and the proposed eligible activity and National Objective. Recipient may ask for a written clarification of the work and CDBG activity at any time during this Agreement before making a payment under this Agreement. If such clarification does not reasonably indicate compliance with CDBG standards, Recipient will not be required to release any payment until a sufficient clarification is provided. The Subrecipient shall submit to the Recipient a budget covering the costs for the CDBG eligible activities.

### **3.03 Transfer or Reallocation**

During the term of this Agreement, Subrecipient can transfer or reallocate the budget covering costs between different eligible activities that were originally set up in the application. However if an activity was not set up in the original application, then Subrecipient must follow the rules for public hearings to add such new activity. All transfers of eligible activities are limited to transfer within the CDBG Program only and with the consent from the County.

### **3.04 Payment Restrictions**

It is expressly agreed and understood that the total amount to be paid by the Recipient under this Agreement shall not exceed the CDBG Funds amount **actually awarded and received by Recipient** for this Agreement as specifically noted in Section 1 (Definitions) of this Agreement. It is also expressly agreed and understood that all amounts allocated hereunder to the Subrecipient by the Recipient shall be on a reimbursement basis for monies already spent by the Subrecipient on approved eligible activities for projects meeting National Objectives. Subrecipient shall have no claim for detrimental reliance or otherwise for expenses it incurs for ineligible activities or project not meeting National Objectives as interpreted by HUD or for claims for funds that have not been actually awarded to Recipient. All requests for payment reimbursements shall be



submitted on a monthly basis with all the required documentations and certifications of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-85. All incomplete payment requests will not be processed and will be returned to the Subrecipient to complete.

### **3.05 Payment Disputes**

In the event that there is a disagreement over the eligibility of a payment by Recipient to Subrecipient of CDBG Funds under this Agreement, Recipient will not be required to make any such payment until a clear written ruling by HUD has been obtained. If the payment has already been made and the funds are still in the possession of Subrecipient or its agents, the funds will be returned to Recipient immediately until a written ruling by HUD has been obtained. Recipient may waive this requirement in writing or require another reasonable alternative such as escrow if it deems it in the best interest of the Recipient. In any event, Subrecipient must repay Recipient for any payment made by Recipient to Subrecipient subsequently disallowed by HUD. Such repayment will be with interest and administrative fees if HUD has demanded repayment and Recipient has already paid HUD.

### **3.06 Timely Execution of Agreement Required**

The CDBG Funds are subject to strict timelines for eligible expenditure or they are subject to recapture. Accordingly, strict adherence to deadlines is required to avoid such recapture and penalties. Subrecipients must return properly authorized and executed copies of this Agreement with any accompanying resolutions required for proper authorization within 30 days of receipt of the Agreement. Recipient will have the right to re-assign the CDBG Funds allocated to Subrecipient if Recipient does not comply with the provisions of this sub-section and Subrecipient will have no claim against Recipient.

### **3.07 Due Diligence Requirements**

Recipient may require Subrecipient to provide certain documents and documentation to ensure that the work is in compliance with CDBG Requirements and this Agreement.



Recipient must provide such documentation in a reasonable and timely manner. Recipient may condition any payment under this Agreement on the provision of such documentation. All such requests will be made in writing by the Recipient.

## **Section 4**

### **Contractors**

#### **4.01 Using Contractors**

Subrecipient may only use a contractor for work performed with CDBG Funds in compliance with all applicable laws, rules, and regulations governing contractors for CDBG projects. Any request for reimbursement for a non-conforming use of contractors will be denied and may also require recoupment by Subrecipient of any compensation of the contractor in violation of any laws, rules, or regulations.

#### **4.02 Contractor Procurement**

Contractors must be procured competitively according to Federal Office of Management and Budget (OMB) rules and **24 CFR 85.36**. If the Subrecipient is acquiring goods and services, such as professional consulting, environmental review or planning, totaling no more than **\$100,000** then small purchase procurement (24 CFR 85.36(d)(1) and 84.44(e)(2)) can be used which allows Subrecipient to obtain quotes from potential vendors with a detailed description of the goods or services needed without publishing a formal request for proposals or invitation for bids. This method cannot be used if the amount of contract exceeds \$100,000 in value. In general, the small purchases procedures also should not be used to acquire construction Contractors. It is recommended that these acquisitions occur under the sealed bid approach.

#### **4.03 Agreements with Contractors**

Subrecipients must enter into agreements with contractors.

In order to meet HUD and County CDBG Program requirements, agreements with contractors must address the following:

1. Scope of services to be provided, consistent with the County Agreement.
2. Identification of intended beneficiaries, if applicable.
3. Schedule for work completion.
4. Budget and payment schedule.
5. Provisions for termination for nonperformance or poor performance.
6. Other provisions required regarding:
  - a. Equal opportunity
  - b. Nondiscrimination
  - c. Labor standards
  - d. Anti-lobbying
  - e. Conflict of interest
7. Provisions for maintenance of workers' compensation insurance .
8. Provisions for maintenance of unemployment disability and liability insurance, as required.
9. Provisions for records retention (min. 4 yrs. from submittal of final expenditure report or conclusion of any audit or litigation).
- 10. Provision permitting monitoring/auditing.
11. Provision that Subrecipient will monitor for conformity with its County Agreement.
12. Provisions requiring appropriate bonds where required or reasonable.

#### **4.04 Limitation on Term of Contractor Agreements**

In compliance with federal procurement rules, the term of and agreements between Subrecipient and Contractors may not exceed three years.



**Section 5**  
**Records and Reports**

**5.01 Records Requirements**

The Subrecipient shall comply with 24 CFR Part 570.506 and maintain full and complete books, ledgers, journals, accounts, or records wherein are kept all entries reflecting its operation pursuant to this Agreement. The records shall be kept in accordance with generally accepted accounting principles and practices and according to the provisions of OMB Circular A-87 and the provisions of 24 CFR Part 85, as modified by 24 CFR 570.502(a). The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- A. Records providing a full description of each activity undertaken;
- B. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- C. Records required to determine the eligibility of activities;
- D. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- F. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- G. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

**5.02 Retention of Records**

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Recipient's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is

litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

**5.03 Recipient Right to Examine and Audit**

The Recipient shall have the right to examine and audit all books, records, documents and other supporting data of the Subrecipient, or any consultants or agents rendering services under this Agreement, whether directly or indirectly, which will permit adequate evaluation of the services, the cost, or pricing data submitted by the Subrecipient. The Subrecipient shall include a similar covenant allowing for Recipient audit in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the Recipient. This right to audit shall include, but shall not be limited to, the Recipient's right to request, and to be supplied in a timely manner, copies of any and all such books, documents, records and other supporting data. The Recipient may delay payment to the Subrecipient pending the receipt of such records and the results of any related audit without penalty or interest.

**5.04 Activity Description Records**

The records shall contain a full description of each activity assisted or being assisted with CDBG Funds. This description shall include its location and the amount of CDBG Funds budgeted and expended for the activity; and whether (i) the activity assists persons who qualify as Low- and Moderate-Income persons; (ii) will aid in the prevention or elimination of slums; (iii) or is designed to alleviate conditions which pose a serious and immediate threat to the health or welfare of the community.

**5.05 Program Related Reports**

The Subrecipient shall prepare in a timely manner and submit, to the Recipient, all program-related reports required by this Section 5 and 8 of the Wayne County CDBG



Manual. These reports include, but are not limited to, a year-end report and the Program Income report described in Section 6 below.

## **Section 6**

### **Program Income**

#### **6.01 Treatment of Program Income**

Program Income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG Funds made available under this Agreement may be retained by the Subrecipient if the income is treated as additional CDBG Funds subject to all applicable requirements governing the use of CDBG Funds, the Recipient's Procedures for Reporting Program Income and Direct Benefit Activities. The Recipient's Procedures for Reporting Program Income and Direct Benefit Activities are subject to change with reasonable notice to the Subrecipient. The use of Program Income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional Funds by the amount of any such Program Income balance on hand.

#### **6.02 Interest Bearing Account Requirement**

Program Income in the form of repayments to, or interest earned on, a revolving fund shall be deposited into an interest-bearing account and any interest earned by Funds accumulating in this account must be remitted annually, at the end of each program year, to the Recipient.

#### **6.03 Remittance Guidelines**

Program Income cash balances or investments thereof in excess of one-twelfth of the grant amount, except for those needed immediately, those in revolving loan Funds, those resulting from lump-sum draw-downs authorized under 24 CFR Part 570.513, and those invested or held as additional security for a Section 108 loan guarantee, must be remitted to the Recipient annually, at the end of each program year. The amount to be remitted

will be calculated based on the total Program Income balances (with the exceptions noted above) held by the Subrecipient and all of its subrecipients as of the last day of the Recipient's program year.

## **Section 7**

### **Use of Real Property**

#### **7.01 Use Restrictions**

Without properly authorized permission from Recipient, the Subrecipient may not change the use of any real property acquired or improved with CDBG Funds in excess of \$25,000 from the use for which the acquisition or improvement was made. Permission for an exception to this rule from Recipient will not be given unless the Subrecipient provides affected citizens with reasonable notice of any proposed change and the new use meets one of the objectives of the program earlier set forth. If such new use does not qualify under those objectives, the new use may be permitted, provided that the CDBG fund is reimbursed for the current fair market value of the property, less any portion of the value attributable to expenditure of non-CDBG Funds.

#### **7.02 Security Requirement**

In the event that the Subrecipient intends to perform an activity that involves real property, Wayne County may require a mortgage, note, or other instrument to secure the National Objective. In that event, this Agreement shall be modified to include the instrument and the procedures for discharge.

#### **7.03 Requirement of Notice and Permission for Sale of Property**

Subrecipient may not sell any property acquired with CDBG Funds without providing adequate advance written notice to Recipient and obtaining duly authorized written permission from Recipient for such a sale.



## Section 8

### Compliance with Federal Laws, Rules, and Regulations

#### **8.01 General Compliance With Law and Specifically Federal Law**

Subrecipient shall comply with 24 CFR Part 570.502, Uniform Administrative Requirements and shall carry out each activity in compliance with all Federal, State and local laws, rules, and regulations, including but not limited to the following:

- A. Subrecipient will affirmatively further fair housing and shall comply with the letter and spirit of Title VIII of the Civil Rights Act of 1968, as amended.
- B. Subrecipient shall insure that all contracts involving the employment of laborers and mechanics comply with the provisions of the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, and the Fair Labor Standards Act.
- C. Subrecipient shall comply with the National Environmental Policy Act of 1969, and its associated regulations and Executive Orders.
- D. Subrecipient shall provide reasonable relocation assistance to any persons displaced as a result of any Work performed under this Agreement. All assistance must meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
- E. Subrecipient will comply with the Single Audit Act of 1984 and OMB Circular A-133.
- F. Subrecipient will insure that no CDBG Funds will be expended for acquisition or construction purposes in an area that has been designated as having special flood hazards, unless the community in which the area is situated is participating in a National Flood Insurance Program.

- G. Subrecipient shall not discriminate in the sale, leasing, financing, or the provision of brokerage services for housing, because of race, color, religion, sex, national origin or disability.
- H. Subrecipient shall not exclude any person from participation in the program on the basis of race, color, national origin, sex, age, or disability.
- I. Subrecipient shall not discriminate against any person on the basis of race, color, religion, sex, national origin or disability in all phases of construction during the performance of any federally-assisted construction contracts.
- J. Subrecipient agrees that no lead paint shall be used in any residential structure constructed or rehabilitated with CDBG Funds.
- K. Subrecipient agrees to all terms of Executive Order 12549 regarding suspension or debarment outlined through 24 CFR Part 570.609 and 24 CFR Part 24 and agrees to execute the Certification Regarding Debarment and Suspension in Appendix D. In addition, the Subrecipient agrees to require all contractors and subcontractors under this Agreement to execute the Certification Regarding Debarment and Suspension in Appendix D
- L. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Recipient may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.



- M. Subrecipient is subject to other applicable regulations governing the use of the CDBG Funds, whether set forth herein or not, and any amendments or policy revisions thereto which may become effective during the term of this Agreement.

#### **8.02 Compliance With State and Local Law**

Subrecipient is deemed to be aware of all applicable State and Local laws, rules and regulations and must comply with all such laws, rules, and regulations. The laws, rules, and regulations include, but are not limited to:

- A. Wayne County Ethics Ordinance
- B. Wayne County Contracting Requirements
- C. Wayne County Legislative Auditor General audit requirements.
- D. For any property funded by CDBG, state and local regulations governing construction, rehabilitation, and rental of that property.
- E. All state and local permitting requirements.
- F. All state and local laws regarding participation and inclusion of minority and women owned businesses or individuals.
- G. All state and local laws prohibiting business with certain entities.
- H. All applicable state and local environmental laws, rules, and regulations.
- I. All applicable state and local human and civil rights laws.

### **Section 9**

#### **Suspension and Termination**

##### **9.01 Termination For No Cause**

The County may terminate this Agreement without cause at any time in accordance with 24 CFR Part 85.43 and 24 CFR Part 85.44, without incurring any further liability, other than as stated in this Article by giving written notice to the Subrecipient of the termination. The notice must specify the effective date, at least 30 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Subrecipient for the services rendered prior to termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Subrecipient accepts the payment, the Agreement is satisfied.

#### **9.02 Termination for Material Breach**

The County may terminate this Agreement because the Subrecipient has failed to materially comply with any term of this Agreement, or any award or grant it receives, the grant or award may be suspended or terminated according to the specifications or within the time limit provided in this Agreement. The County may procure, upon such terms and in such manner as the County may deem appropriate, Services similar to those terminated, and the Subrecipient shall be liable to the County for any costs to obtain and transition similar services, provided the Subrecipient shall continue the performance of this Agreement to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Subrecipient shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Agreement. Such expenses shall be deducted from any monies due or which may become due the Subrecipient under the Agreement. If such expense exceeds the sum which would have been payable under the Agreement, then the Subrecipient shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may offset such a deficiency against the compensation to be paid the Subrecipient in any concurrent, successive or future Agreements between the parties. All excess re-procurement costs and damages shall not



be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Agreement.

**9.03 Subrecipients Duties After Termination**

After receipt of a Notice of Termination and except as otherwise directed by the County, the Subrecipient must:

- A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional contract Funds for payroll costs and other costs beyond the date as the County specifies.
- C. As of the date the termination is effective, present all Agreement records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.
- D. Submit within 30 days a final report of receipts and expenditures of Funds relating to this Agreement.
- E. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;
- G. Submit within 30 days a listing of all creditors, Contractors, lessors, and other parties with which the Subrecipient has incurred financial obligations pursuant to the Agreement.

**9.04 Records**

Upon termination of this Agreement, all Records prepared by the Subrecipient under this Agreement or in anticipation of this Agreement must, at the option of the County, become its exclusive property, whether or not in the possession of the Subrecipient. The Records are free from any claim or retention of rights on the part of the Subrecipient

except as specifically provided. The County must return all the properties of the Subrecipient to it.

**9.05 Failure to Deliver Records**

Any intentional failure or delay by the Subrecipient to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Subrecipient will pay the County \$100.00 per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Subrecipient consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

**9.06 Access to Records**

Access to the records prior to delivery must be restricted to authorized representatives of the County and the Subrecipient. The Subrecipient has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

**9.07 Assistance to Terminate**

In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.



## **Section 10**

### **Reversion of Assets**

#### **10.01 Return of Unspent CDBG Funds**

Upon expiration of this Agreement, Subrecipient shall transfer to the Recipient any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds at the time of expiration.

#### **10.02 Unused Equipment**

In all cases in which equipment acquired, in whole or in part, with Funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that Funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement may be retained after compensating the Recipient for the current fair market value of the equipment less the percentage of non-CDBG Funds used to acquire the equipment.

## **Section 11**

### **Expenditure of Community Development Block Grant Funds**

#### **11.01 Compliance With CDBG Spending Requirements**

The Subrecipient agrees to expend any CDBG Funds received under this Agreement only in compliance with the Housing and Community Development Act of 1974, as amended, and the regulations of the Department of Housing and Urban Development as set forth in Volume 24, CFR Part 570, and in particular, Sections 570.200 through 570.208. The Subrecipient also specifically acknowledges that the Recipient is bound by 24 CFR 570.902, which requires the Recipient to spend its available Funds in a timely manner. The Subrecipient agrees to fully cooperate with the Recipient's efforts to comply with this section, which may require the Subrecipient to either expedite the spending of its CDBG Funds prior to the date shown in Section 3.01 hereof, or possibly return unspent Funds to the Recipient. Those regulations are incorporated in this Agreement by reference.

**Section 12**  
**Amendment**

**12.01 Amendment Requirements**

This Agreement may be amended by written instruments signed by authorized representatives by both parties. Any amendments or changes to the projects or budget shall be in writing and shall only need the approval of the Director of Community Development of Wayne County, or his designee, an authorizing representative of the Subrecipient, and must also comply with the Housing and Community Development Act of 1974, as amended.

**Section 13**  
**Indemnification**

**13.01 General Indemnification and Hold Harmless Requirement**

The Subrecipient agrees, to the extent allowed by law, to indemnify and hold harmless the Recipient against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Recipient by reason of any of the following occurring during the term of this Agreement or related to this Agreement or its implementation:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Subrecipient, or any of its personnel, employees, consultants, agents or any entities associated, affiliated (directly or indirectly), or subsidiary to the Subrecipient now existing or hereafter created, their agents and employees for whose acts any of them might be liable.
- B. Any failure by the Subrecipient, or any of its associates, to perform its obligations either implied or expressed under this Agreement.



### **13.02 Responsibility for Property Loss**

The Subrecipient agrees that it is its responsibility and not the responsibility of the Recipient to safeguard the property and materials that the employees or its associates use in performing this Agreement. The Subrecipient shall hold the Recipient harmless for costs and expenses resulting from any loss of such property and materials used by its employees and associates pursuant to the Subrecipient's performance under this Agreement.

### **13.03 Coverage of the term "Recipient"**

For purposes of the hold-harmless provisions, the term "Recipient" shall be deemed to include the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or hereafter created, their agents, Program Manager and employees.

### **13.04 Independent Contractor Relationship between Recipient and Subrecipient**

The relationship of the Subrecipient to the Recipient is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights, or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent, subcontractor or employee as a result of the performance of this Agreement. No relationship, other than that of independent contractor shall be implied between the parties or either party's agent, employee, or contractor. The Subrecipient agrees to hold the Recipient harmless from any such claims and any related costs or expenses.

**13.05 Comprehensive Duty to Defend, Indemnify, and Hold Harmless**

To the extent permitted by law, the Subrecipient must defend, indemnify and hold harmless the County, its employees, agents, officer and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorneys' and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or related in any way by the Work undertaken by the Subrecipient.

**Section 14**

**Insurance**

**14.01** The Subrecipient shall maintain at all times, at its expense, during the term of this Agreement the following insurance, however, the Subrecipient will be responsible for managing the insurance of their contractors at their own discretion. Any shortfalls in insurance for contractors, specific to housing rehabilitation and new construction, will be the responsibility of the Subrecipient

- A. Commercial General Liability insurance with a minimum of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars 2,000,000.00 in the aggregate.
- B. Builder's Risk Insurance endorsed to provide coverage for contractor's materials, equipment and personal property including owned, non-owned and leased equipment or property. This is not applicable to housing rehabilitation or single family new construction.
- C. Workers Compensation insurance which meets Michigan's statutory requirements and Employer's Liability Insurance with minimum limits of \$500,000.00.
- D. Commercial Automobile Liability insurance (owned, non-owned and/or leased vehicles) with minimum combined single limits of One Million Dollars (\$1,000,000.00).



E. Excess or Umbrella Liability insurance with a minimum of Three Million Dollars \$3,000,000.00 which provides coverage over the primary insurance coverage.

**14.02** If, during the term of this Agreement, changed conditions or other pertinent factors should, in the reasonable judgment of the Recipient, render inadequate the insurance limits, the Subrecipient will furnish on demand such additional coverage as may reasonably be required and available under the circumstances. All such insurance shall be effected at the Subrecipient's expense, under valid and enforceable policies, issued by Michigan insurers of recognized responsibility which are rated at A or better by national rating organizations.

**14.03** Insurance policies shall name the Subrecipient as the insured, the County as additional insured and shall not be canceled or materially changed without at least thirty (30) days' prior notice from the Subrecipient to the Recipient. Certificates evidencing such insurance shall be submitted to the Recipient at the time the Subrecipient executes the Agreement, and at least fifteen (15) days prior to the expiration dates of expiring policies.

## **Section 15**

### **Assignment and Subcontract**

#### **15.01 Restrictions on Transfer or Assignment**

The Subrecipient shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement, and shall not transfer any interest therein (whether by assignment or novation), without the prior written consent of the Recipient. Any such consent given in any one instance shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the Recipient to any further assignment.

#### **15.02 Subcontracts**

##### **a. Approvals**

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the

Recipient prior to the execution of such agreement. Such approval shall not constitute a basis for privity between the Recipient and the Subcontractor. The Subrecipient agrees to hold harmless the Recipient from any such claims initiated pursuant to any subcontracts it enters into in performance of this Agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient further agrees to comply with these "Section 3" requirements if applicable to Subrecipient and to include the following language in all contract or subcontracts executed under this Agreement:

**"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."**



d. Selection Process

The Subrecipient shall undertake to insure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements of **24 CFR 85.36**. Executed copies of all contracts and subcontracts shall be forwarded to the Recipient along with documentation concerning the selection process.

**15.03** Succession

This Agreement shall inure in all particulars to the parties, their agents, successors and assignees to the extent permitted by law.

**Section 16**  
**Conflict of Interest**

**16.01 Covenant of No Conflict of Interest**

The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Subrecipient.

**16.02 Warranty of Non-Solicitation of County Employees**

The Subrecipient also warrants that it will not and has not employed any Wayne County employee to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the Recipient may, at its option, terminate this Agreement without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Subrecipient, the amount of any such commission, percentage, brokerage, or contingent fee.

**16.03 Compliance With Conflict of Interest Laws, Rules, and Regulations**

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- A. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.
- B. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any



contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, the Subrecipient, or any designated public agency.

## **Section 17**

### **Notices**

#### **17.01 Manner of Notice**

All notices, consents, approvals, requests and other communications (called "Notices") required or permitted under this Agreement shall be given in writing and mailed by first-class mail and addressed as follows:

If to the Subrecipient:

Sue Como  
City of Grosse Pointe Woods  
20025 Mack Plaza, Grosse Pointe Woods, MI 48326  
scomo@gpwmi.us  
313-343-2445

If to the Recipient:

The Charter County of Wayne  
Community Development Division  
Economic Development Growth Engine  
30<sup>th</sup> Floor, Wayne County Building  
500 Griswold  
Detroit, Michigan 48226-2831  
Attention: Community Development Director

#### **17.02 Effect of Notice and Requirements**

All notices shall be deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.



**17.03 Special Notices**

Notwithstanding the requirement above as to the use of first-class mail, termination notices and change of address notices shall be sent by registered or certified mail, postage prepaid, return receipt requested.

**Section 18**

**Severability of Provisions**

**18.01 Provisions Enforceable Despite Disallowed Provisions**

If any provision of this Agreement or the application to any person or circumstance shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**Section 19**

**Jurisdiction**

**19.01 Jurisdiction and Venue in Wayne County, State of Michigan**

This Agreement, and all actions arising hereunder, shall be governed by, subject to, and construed according to the law of the State of Michigan. The Subrecipient agrees consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. The Subrecipient agrees that service of process at the address and in the manner specified in this Agreement will be sufficient to put the Subrecipient on notice. The Subrecipient also agrees it will not commence any action against the Recipient because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

**Section 20**  
**CDBG Certification**

**20.01 Ongoing Certification Compliance Required**

Subrecipient shall execute and comply with all the CDBG Certifications attached as Appendix C to this Agreement. Subrecipient understands it may be required to comply with future certifications as issued.

**Section 21**  
**Authorization / Misc**

21.01 Each party represents and warrants that all corporate actions and all governmental approvals necessary for the authorization, execution, delivery and performance of this Agreement have been taken and that each is ready and capable to perform its obligations. Each party further warrants that the person signing this Agreement is authorized to do so on behalf of its principal and is empowered to bind the principal to this Agreement.

**21.02 Signage Requirement**

For projects exceeding \$25,000, the Subrecipient shall erect a sign on the project site stating that the project is being financed in part by HUD and the Wayne County CDBG Program and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the project site shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising.

**21.03 Wayne County Commission Approval Required**

This Agreement is effective only upon review and approval by the Wayne County Commission.



Section 22

Signature

22.01 The Recipient and the Subrecipient, by and through their duly authorized officers and representatives as described in Section 20, have executed this Agreement as of the date first above written.

CITY OF GROSSE POINTE WOODS

By: \_\_\_\_\_  
IF: ROBERT E. NOWITKE  
Mayor

CHARTER COUNTY OF WAYNE

Approved for Signature  
C. Berschback  
Charles T. Berschback  
City Attorney

Date: 8-20-14

By: \_\_\_\_\_  
Robert A. Ficano  
Wayne County Executive

County Commission approved and  
Execution Authorized  
by Resolution

No. \_\_\_\_\_

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

## APPENDIX A

### CDBG PROJECTS

Grantee	PY 2014 Grant Amount	Activity	Amount	Activity Matrix No.	National Objective	Limited Clientele	Census Tract	Benefit	Performance Measure	Contract No.
Grosse Pointe Woods	\$ 10,843.82	Senior Services Program	\$ 4,823.00	05A	LMC	elderly	N/A	3,200 seniors	Enhance suitable living environment	14-14-05A
		Administratio n	\$ 6,020.82	21A	N/A	N/A	N/A	N/A	N/A	14-14-21A

\*Transfers amounting more than fifteen percent (15%) of total allotment will require a public hearing per the Wayne County Citizen Participation Plan.



**APPENDIX B**  
**PROGRAM INCOME**

**WAYNE COUNTY CDBG PROGRAM INCOME REPORT**

**COMMUNITY/ENTITY:**

**GRANT YEAR:**

**QUARTER:**

July 1, 2014 to June 30, 2015

**COMPLETE HIGHLIGHTED  
SPACES ONLY**

		<u>Q1 Jul-Sep</u>	<u>Q2 Oct-Dec</u>	<u>Q3 Jan-Mar</u>	<u>Q4 Apr-Jun</u>	<u>TOTALS</u>
Beg Bal	\$ - (June 30th only)	-	-	-	-	-
<b>INCOME SOURCES</b>						
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
<b>Total Income Sources</b>		-	-	-	-	-
<b>EXPENDITURES - Stipulate Contract No. and Activity Name</b>						
<b>Planning Expenditures Summary Only - Attach Detail Listing</b>						
		-	-	-	-	-
<b>Administrative Expenditures Summary Only - Attach Detail Listing</b>						
		-	-	-	-	-
<b>Public Service Expenditures Summary Only - Attach Detail Listing</b>						
		-	-	-	-	-
		-	-	-	-	-
<b>Non-Cap Expenditures Summary - Attach Detail Listing</b>						
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
<b>TOTAL EXPENDITURES</b>		-	-	-	-	-



### **Instructions for Completing the Quarterly Program Income Report**

Income received by your organization directly generated from the use of Community Development Block Grant (CDBG) Funds, such as revolving loans, lien repayments, and sales from disposition of CDBG property, must be reported to the Wayne County Community Development Division. At the end of each quarter (June, September, December, March), complete and submit this Program Income Form to Wayne County Community Development Division, 500 Griswold 10<sup>th</sup> floor, Detroit, Michigan, 48226.

Use the Program Income Report in Excel to electronically the amount of Program Income received during the quarter, and the amount received year to date (year beginning July). Also record the amount of Program Income that was spent on an eligible activity during the quarter being reviewed and year to date. The cumulative balance space should reflect the total amount of Program Income on hand at the end of the current reporting period (this would include any unspent Program Income received during the previous reporting period).

There is also a space provided on the form for you to record the source of the Program Income received in the quarter being reviewed. If the Funds are coming from more than one source, please identify how much is coming from each source.

A CDBG Request for Payment with all required supporting documentation for the expenses paid using Program Income must accompany the Program Income Report.

Any form not received by the tenth business day after the end of the quarter review may result in the suspension of payment on vouchers submitted to the County for reimbursement. Make certain the form is signed and dated on the bottom of the form.

Please remember to clear with our office any activity requiring the use of Program Income before Program Income is expended.

**APPENDIX C**  
**CERTIFICATIONS**



## Local Government Certifications

---

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the local government, as the Subrecipient of the jurisdiction, certifies that:

**Affirmatively Further Fair Housing --** The Subrecipient understands that the jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. The local government will fully cooperate with the jurisdiction in this regard.

**Anti-Displacement and Relocation Plan –** The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs. The local jurisdiction will fully cooperate with the jurisdiction in this regard.

**Drug Free Workplace –** The local government will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the local government's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
  - (a) The dangers of drug abuse in the workplace;
  - (b) The local government's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the activities supported by the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
  - (a) Abide by the terms of the statement; and



- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5. Notifying the jurisdiction in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
  - (a) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (b) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

**Anti-Lobbying** – As a Subrecipient of the jurisdiction, to the best knowledge and belief of the local government:

- 1. No Federal appropriated Funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any Funds other than Federal appropriated Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts,



subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** -- As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the consolidated plan of the jurisdiction is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with Plan** -- As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA Funds are consistent with the consolidated plan.

**Section 3** -- The local government shall, and as a Subrecipient of the jurisdiction, to the best of the local government's knowledge, the jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Robert E. Nowitzke, Jr. Mayor

\_\_\_\_\_  
Date

Approved for Signature

C. Berschback

Charles T. Berschback  
City Attorney

Date: 8-20-14

## Specific CDBG Certifications

As a Subrecipient to the Entitlement Community, the local government certifies that:

**Citizen Participation** -- To the best of its knowledge, the entitlement community is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** – To the best of its knowledge, the entitlement community's consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income (see CFR 24 Part 570.2 and CFR 24 Part 570).

**Following a Plan** – To the best of its knowledge, the entitlement community is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds** -- To the best of its knowledge, the entitlement community has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG Funds, and to its best knowledge, the local government certifies that the entitlement community has developed its Action Plan so as to give maximum feasible priority to activities that benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities, which the entitlement community certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. Overall Benefit. To the best of its knowledge, the aggregate use by the entitlement community of CDBG Funds including section 108 guaranteed loans during program year(s) 2010, 2011, 2013 (a period specified by the local government consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. To the best of its knowledge, the entitlement community will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108 loan guaranteed Funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG Funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG Funds) financed



from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds.

To the best of the local government's knowledge, the jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108, unless CDBG Funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG Funds if the jurisdiction certifies that it lacks CDBG Funds to cover the assessment.

**Excessive Force** – The local government, and to its best knowledge, the jurisdiction, has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-Discrimination laws** – To the best of its knowledge, the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint** – To the best of its knowledge, the activities of the local government and jurisdiction concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

**Compliance with Laws** – The local government, and to the best of its knowledge, the jurisdiction, will comply with applicable laws.

Robert E. Nowille Jr Mayor

\_\_\_\_\_  
Date

Approved for Signature

Charles T. Berschback

Charles T. Berschback  
City Attorney

Date: 8-20-14



## Appendix To Certifications

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### INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

#### A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I apply. (This is the information to which jurisdictions certify.)
4. For grantees who are individuals, Alternate II applies. (Not applicable jurisdictions.)
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees



in each local unemployment office, performers in concert halls or radio stations).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

<NONE>

Check X if there are workplaces on file that are not identified here; The certification with regard to the drug free workplace required by 24 CFR part 24, subpart F.

9. Definitions of terms in the Non-Procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

**APPENDIX D**

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**



## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

**Subrecipient:** City of Grosse Pointe Woods  
**Agreement:** 2014 CDBG Subrecipient Agreement  
**Agreement Year:** July 01, 2014 through June 30, 2015

1. The Subrecipient certifies to the best of its knowledge and belief, that:
  - a. The Subrecipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
  - b. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. The Subrecipient and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and;
  - d. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the Recipient determines that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Recipient, the Recipient may terminate this Agreement for cause or default.
3. The Subrecipient shall provide immediate written notice to the Recipient if, at any time, Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

5. The Subrecipient agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Recipient.
6. The Subrecipient further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the Recipient, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Subrecipient may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each Subrecipient may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Subrecipient is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Recipient, the Recipient may terminate this transaction for cause or default.

#196379



**EXECUTION**

IN WITNESS WHEREOF, the Subrecipient has executed this Certification on the dates set forth below.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**SUBRECIPIENT**

By: Robert E. Nowitke, ITS: Mayor

Dated: \_\_\_\_\_

STATE OF MICHIGAN     )  
  )  
COUNTY OF WAYNE     )

This document was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_, on behalf of \_\_\_\_\_.

Approved for Signature

C. Berschback  
Charles T. Berschback  
City Attorney

Date: 8-20-14

\_\_\_\_\_  
Notary Public,  
Wayne County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in County of \_\_\_\_\_, Michigan

9B

**CITY OF GROSSE POINTE WOODS**  
**INFORMATION TECHNOLOGY**  
**MEMORANDUM**

**RECEIVED**  
**AUG 22 2014**  
**CITY OF GROSSE PTE. WOODS**

DATE: August 20, 2014

TO: Alfred Fincham, City Administrator

CC: Joseph Ahee, Director of Public Works

FROM: Gary Capps, Information Technology Manager

SUBJECT: Lease Agreements and Maintenance for DPW and DPS Office Copier Systems

Since March 2010 we have been working with Prime Office Innovation with a review and monitoring of the City's printing solutions in an ongoing consolidation effort.

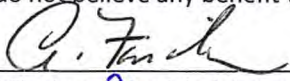
The Public Safety office is currently using a Konica Bizhub 600 which was purchased in September, 2007. The machine is now 7 years old, is a discontinued model, and the technology is outdated. The machine also has a history of excessive service calls with the same re-occurring issues and the problems never get resolved, with continued effort from Konica Minolta. The Public Works office is currently using a Panasonic DP3520 which was purchased as a USED unit. The machine is also now 7 years old, is a discontinued model, and the technology is outdated. The machine is not compatible with our current software and Operating systems

Attached is information for both replacements including features and pricing. At each location I would like to consolidate their fax service and copy/printing/scanning into one multifunction unit. Funds are budgeted and available for the lease agreements in account 101855818.000 and maintenance agreement funds are available in account 101855850.000. I recommend leasing the following Multifunction Devices from **Prime Office Innovations, L.L.C., 15776 Leone Drive, Macomb, MI 48042** in an amount not to exceed \$425/mo combined total of these 2 leases with a term of 4-years each.

**Public Works- Kyocera 4501i - 4 year lease at \$197.05 per month for the lease payment and a maintenance plan including toner at \$ .008 per copy.**

**Public Safety- Kyocera 4501i - 4 year lease at \$224.19 per month for the lease payment and a maintenance plan including toner at \$ .008 per copy.**

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

  
Al Fincham, City Administrator

8-20-14  
Date

  
Dee Ann Irby, City Treasurer/Comptroller

8-21-14  
Date

Council Approval Required



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

August 19, 2014

CHARLES T. BERSCHBACK

DON R. BERSCHBACK  
OF COUNSEL

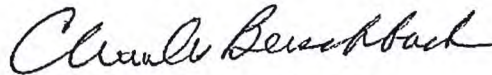
Honorable Mayor and City Council  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

RE. Copier Lease / September Agenda Item

Dear Mayor and Council:

I reviewed the copier Lease Agreements for public safety and public works at the request of Gary Capps. Having just negotiated a new lease term for a new machine at our office, I find the rates being charged the City reasonable. It would be the prerogative of Council to approve the contacts and authorize the City Administrator to sign them. Thank you.

Very truly yours,



CHARLES T. BERSCHBACK

CTB:nmg

Enclosures

cc: Alfred Fincham  
Lisa K. Hathaway  
Gary Capps



**TASKalfa**

› PRINT › COPY › SCAN › FAX

**TASKalfa 4501i**

BLACK & WHITE  
MULTIFUNCTIONAL SYSTEM

POWERING  
PERFORMANCE...  
COMPANY-WIDE.



- › Crisp Output Up to 45 Pages per Minute
- › Color Scan Up to 80 ipm; B & W Up to 160 ipm
- › Intuitive and Customizable Touch Screen Control Panel
- › Advanced Finishing Options to Power Workflow
- › Robust and Scalable Business Applications
- › Statement – 12" x 18" Printing from the Paper Trays
- › Standard Gigabit Ethernet
- › Tab Printing Available Through Multi Purpose Tray
- › Optional Scan Extension Kit for Searchable PDF
- › AirPrint Enabled for a Mobile Printing Solution

**KYOCERA**  
Document Solutions



# TASKalfa 4501i - THE VERSATILITY YOU NEED TO BRING QUALITY AND ECONOMICAL SPEED TO YOUR DOCUMENT IMAGING

The robust TASKalfa 4501i helps you tackle even the most demanding black & white document imaging requirements with ease. Advanced finishing options cost-effectively bring professional looking output in-house, while a full array of features boosts productivity. Powerful and scalable integrated business applications simplify document workflow and combine with KYOCERA's award-winning ultra-reliability and unique long-life technology to ensure superior performance, proven productivity and maximum efficiency. For document imaging innovation and quality you can rely on, the TASKalfa 4501i delivers.



## TAKING MULTI-FUNCTIONALITY TO THE NEXT LEVEL

Information is your most important business asset, and you need a 'no holds barred' document imaging system to keep it flowing seamlessly. The TASKalfa 4501i offers all the productivity-enhancing features you expect in a multifunctional device, plus the efficiency and functionality your business demands, including:

- 45 ppm output • Up to 7,150 sheet paper capacity
- Robust, mixed-media paper handling • Banner printing, up to 15 in one run • Scan speeds of up to 160 ipm • Exceptional finishing options including booklet/trifold and 7-bin mailbox

But what defines a true multifunctional device in today's fast-paced and connected business environment is its ability to take functionality to the next level. The TASKalfa 4501i does just that by expanding beyond the traditional print/copy/scan/fax structure, into integrated solutions that work the way you do.

## A CONTROL PANEL CUSTOMIZED TO YOUR DOCUMENT WORKFLOW

When it comes to document processing, different businesses have different needs, so why work from the same control panel? KYOCERA's highly intuitive color touch screen interface enables you to create a customized, icon-driven home screen for the MFP. Functions and applications important to your particular business needs are neatly and clearly organized and accessible with a simple finger touch.

## DOCUMENT DELIVERY - WHEN AND HOW YOU NEED IT

In your busy workday, you don't have time for inefficient processes. The TASKalfa 4501i powers the needs of today's on-the-go workforce. It's document delivery on your terms.



- Built-in Gigabit Ethernet for high speed data processing
- USB thumb drive for Print-from and Scan-to convenience
- KYOCERA Command Center RX for remote printing, file sharing, and access to device status and set-up from anywhere on the network
- Secure Document Box storage to the MFP's hard drive for printing and sharing of frequently used information
- Optional Dual-scan Document Processors with robust scanning speeds power the creation of electronic documents
- Apple AirPrint enabled for iOS devices

## SECURITY YOU CAN RELY ON

Document security is one of the primary concerns of most businesses today. KYOCERA devices offer standard security solutions built into the device software, as well as optional enhancements, to protect sensitive documents from interception, whether accidental or intentional.

- PDF Encryption • Password protection • Private Print
- User authentication • HID badge swipe access
- Optional Data Security Kit for overwrite and encryption



**ONE TOUCH ACCESS**  
Frequently used features are only a click away

**ACCESSIBILITY DISPLAY**  
Magnified control panel capabilities for visually impaired individuals

**HOME KEY**  
Easily access your customized control panel home page with this hard key

A TABLET-LIKE DESIGN INCLUDING AN ON-SCREEN KEYBOARD AND PINCH & GRAB FUNCTIONALITY



## TRANSFORMING YOUR HARDWARE INVESTMENT INTO A POWERFUL WORKFLOW TOOL

The feature-rich TASKalfa 450i seamlessly integrates within virtually any network environment or platform, including Windows, Mac, Novell, Linux and UNIX. Built on KYOCERA's award-winning product platform, it combines proven productivity with a highly scalable architecture to keep your information flowing.

From mobile and cloud, to cost control and security solutions, KYOCERA is committed to providing our customers with enhanced business applications, powered by HyPAS, KYOCERA's robust software development platform. Developed by KYOCERA or by our third-party solution providers, these applications optimize your hardware investment by expanding the capabilities of your MFP – all from the comfort of a single device.

We get to the heart of your critical business challenges, with a personalized, single source approach that helps streamline your entire document workflow to reduce costs, increase workplace productivity and efficiency, and deliver exceptional results you can count on.



**STREAMLINE YOUR DOCUMENT WORKFLOWS WITH CUSTOMIZABLE SOLUTIONS THAT SIMPLY AND SECURELY INTEGRATE WITH YOUR TASKalfa MFP**



**CAPTURE & DISTRIBUTION**  
Transform hard copies into digital documents for simplified distribution and storage



**DOCUMENT MANAGEMENT**  
Facilitate workflow with easy document capture, store, share and retrieval



**MOBILE & CLOUD**  
Print and scan on-the-go for document access when and where you need it



**NETWORK DEVICE MANAGEMENT**  
Stay in control of your devices locally or remotely



**OUTPUT MANAGEMENT**  
Power productivity by printing from virtually any environment



**COST CONTROL & SECURITY**  
Manage MFP costs while protecting assets and keeping information secure

## KEEPING THE FUTURE GREEN

KYOCERA is committed to pursuing a harmonious balance between economic development and environmental preservation. We adhere to the goals of our worldwide Environmental Action Plan in developing office solutions with environmentally friendly and superior energy- and supply-saving features.

While striving to maintain a clear vision in pursuing a balance between economic and environmental preservation, our devices are built around our sustainable ECOSYS technology, offering many hardware features and system settings that can dramatically reduce waste without compromising productivity.

- Long life components and consumables
- Power-saving sleep mode or adjustable sleep mode
- Low noise levels
- Compliance with RoHS and Energy Star environmental standards





## TASKalfa 4501i

### ONLY FROM KYOCERA

KYOCERA Document Solutions is a global leader in the digital imaging industry, with an award-winning line of document solutions that consistently set the standard for high performance, superior image quality, workflow-supportive applications, ease-of-use and durability. We get to the heart of your critical business challenges, with a personalized, single source approach that helps streamline your entire document workflow to reduce costs, increase workplace productivity and efficiency, and deliver exceptional results you can count on.

#### BASIC SPECIFICATIONS

**Configuration:** Black & White Multifunctional System – Print/Scan/Copy/Optional Fax

**Pages Per Minute:** Letter: 45 ppm; Legal: 27 ppm; Ledger: 22 ppm; 12" x 18": 22 ppm (print only)

**Warm Up Time:** 23 Seconds or Less (Power On)

#### First Page Out:

Copy: 3.8 Seconds or less; Print: 5.3 Seconds or Less

**Resolution / Bit Depth:** 600 x 600 dpi; 9600 x 600 dpi interpolated

**Memory / Hard Disk Drive:** 2 GB RAM Standard / 160 GB HDD

**Duplex:** Standard Stackless Duplex Supports Statement to 12" x 18", 16 lb Bond – 140 lb Index (60 – 256gsm)

#### Standard Output Tray:

Statement - 12" x 18"; 250 Sheets

**Electrical Requirements:** 120V, 60Hz, 12.0A; 220-240V, 50Hz, 7.2A

**Dimensions / Weight:** 25.51" x 30.20" x 29.41" / 211.6 lbs

**Maximum Monthly Duty Cycle:** 200,000 Pages Per Month

#### PAPER SUPPLY

##### Standard Paper Sources:

Dual 500 Sheet Trays, 150 Sheet MPT; Auto Selection/Switching

##### Optional Paper Sources:

Dual 500 Sheet Trays (PF-730(B)) or Dual 1,500 Sheet Trays (PF-740(B)); 3,000 Sheet Side Large Capacity Tray (PF-770)

##### Paper Capacity:

Standard: 1,150 Sheets;

Maximum: 7,150 Sheets

**Paper Size:** Trays 1, 2 and PF-730(B): 5.5" x 8.5" – 12" x 18";

PF-740(B), PF-770: 8.5" x 11"; MPT: 5.5" x 8.5" – 12" x 18" (Multiple Sheets); up to 12" x 48" Banner (single sheet)

##### Paper Weight:

Trays: 16 lb Bond – 120 lb index (60 – 220gsm);

MPT: 16 lb Bond – 110 lb Cover (60 – 300gsm)

##### Input Materials:

Bond Paper, Recycled Paper, Transparencies, Cardstock, Envelopes, Labels, Tabs

#### SECURITY SPECIFICATIONS

**Standard:** Local Authentication, Network Authentication (IPsec, HTTPS, LDAP over SSL, SNMPv3); Secure Print (IPP over SSL); Scan to e-mail (POP3/SMTP over SSL); Scan to FTP (FTP over SSL); Scan to SMB/PC/USB; FTP over SSL

**Optional:** Data Security Kit (E): Network Data Encryption, HDD Overwrite Mode, HDD Data Encryption

#### PRINT SPECIFICATIONS

**Standard Controller:** Freescale QorIQ P1022 (Dual Core) / 800MHz

**PDLs / Emulations:** PRESCRIBE, PCL6 (5e, XL), KPD3 (PS3), XPS; Optional (UG-34) : IBM ProPrinter, Line Printer, LQ-850

**Fonts:** 136 KPD3, 93 PCL6, 8 Windows Vista, 1 Bitmap

**Windows® OS Compatibility:** Windows XP/2003/Vista/2008/7/8/ Server 2008 R2/Server 2012

#### HARNESS THE POWER OF YOUR TASKalfa MFP WITH CUSTOMIZED BUSINESS APPLICATIONS



**KYOCERA CLOUD CONNECT:** Easily print from and scan directly to the cloud while on the go from your KYOCERA MFPs.



**KYOCERA MOBILE PRINT:** Simply and conveniently print files, web pages, and images using your smartphone or tablet.



**DMS LINK:** Simplify document workflow through digital imaging, distribution, retrieval and long-time archival.



**PINPOINT SCAN:** Scan from your MFP to your PC with added speed, functions and versatility.



**SHAREPOINT CONNECTOR:** Enhance collaboration utilizing your KYOCERA MFPs and your existing Microsoft SharePoint Server.

#### Acceptable Weights (Simplex / Duplex):

**DP-770(B):** Simplex: 13 lb Bond – 90 lb Index (45 – 160gsm);

Duplex: 16 lb – 32 lb Bond (50 – 120gsm)

**DP-772:** Simplex: 13 lb Bond – 120 lb Index (35 – 220gsm);

Duplex: 16 lb Bond – 120 lb Index (50 – 220gsm)

#### FAX SPECIFICATIONS

**Fax Type:** Fax System W(B) / Internet Fax Kit (A) (requires Fax System W(B))

**Compatibility / Data Compression:** G3 Fax / MMR, MR, MH, JBIG

**Transmission Speed / Modem Speed:** Approximately 3 seconds per page / 33.6 Kbps

**Fax Memory:** Standard: 12 MB; Maximum: 120 MB

**Driver:** Network Fax Driver

**Fax Functions:** Duplex TX/RX, Confidential RX/TX, F-Code RX/TX, Broadcasting, Fax Box, Dual Fax

#### OPTIONAL 1,000 SHEET FINISHER DF-770(C/D)

**Stack / Staple Capacity:** Main Tray: 1,000 Sheets / 50 sheets (up to 24 lb Bond (90gsm))

**Paper Size:** 5.5" x 8.5" – 12" x 18"

**Paper Weight:** 16 lb Bond – 110 lb Cover (60 – 300gsm)

**Edge Staple Position:** 3 Positions: Top Left, Bottom Left, Center Bind

**Optional Punch:** PH-7A 2 and 3 Hole Punch Unit, Supports 8.5" x 11" – 12" x 18"

#### OPTIONAL 4,000 SHEET FINISHER DF-790(C)

**Stack / Staple Capacity:** Main Tray: 4,000 Sheets;

Sub Tray (B): 200 Sheets; Sub Tray (C): 100 Sheets / 65 sheets (up to 24 lb Bond (90gsm))

**Paper Size:** 5.5" x 8.5" – 12" x 18"

**Paper Weight:** 16 lb Bond – 110 lb Cover (60 – 300gsm)

**Edge Staple Position:** 3 Positions: Top Left, Bottom Left, Center Bind

**Optional Multi-bin Mailbox:** MT-730(B) Includes 7 Trays; Supports 16 lb Bond – 90 lb Index (60 – 163gsm) Stack Capacity per bin:

100 Sheets: 5.5" x 8.5", 8.5" x 11"; 50 Sheets: 8.5" x 14", 11" x 17"

**Optional Punch:** PH-7A 2 and 3 Hole Punch Unit, Supports 8.5" x 11" – 11" x 17"; 13 lb Bond – 110 lb Cover (45 – 300gsm)

**Optional Booklet Folder / Tri-fold Unit:** BF-730 Booklet Folder

Supports 8.5" x 11", 8.5" x 14", 11" x 17"; Fold booklet/staple:

16 lb Bond – 24 lb Bond (60 – 90gsm) 16 sheets; 25 lb Bond – 28 lb

Bond (91 – 105gsm) 13 sheets; Fold booklet/no staple: 16 lb Bond – 24 lb

Bond (60 – 90gsm) 5 sheets; 25 lb Bond – 72 lb Index (91 – 120gsm)

3 sheets; 32 lb Bond – 110 lb Cover (121 – 256gsm) 1 sheet; Trifold

supports 8.5" x 11" only: 16 lb Bond – 24 lb Bond (60 – 90gsm)

5 sheets; 25 lb Bond – 72 lb Index (91 – 120gsm) 3 sheets;

16 lb Bond – 28 lb Bond (60 – 105 gsm) 1 sheet

#### ADDITIONAL OPTIONS

Data Security Kit Provides Security Overwrite and Encryption for Print, Copy, and Scan, Optional Fax Memory, Original Hardcopy Holder (Document Tray), Card Authentication Kit (B), Banner Guide (A), Keyboard Holder, Scan Extension Kit (A) for Searchable PDF/OCR

Specifications and design are subject to change without notice.

For the latest on connectivity visit [www.kyoceradocumentsolutions.com/us](http://www.kyoceradocumentsolutions.com/us)

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KYOCERA Document Solutions America, Inc.

Headquarters: 225 Sand Road, Fairfield, NJ 07004-0008, USA

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IC# 855D400370



PowerPC™

**KYOCERA**  
Document Solutions



## Systems Configuration Pricing

Department of Public Works	MSRP	AEPA Contract Sale Price	36-mo FMV Lease	48-mo FMV Lease	60-mo FMV Lease
TASKalfa 4501iP1 Configuration - 45ppm	\$ 9,545	\$ 4,242.00	\$ 134.81	\$ 111.78	\$ 94.72
DP-772 Dual Scan Document Processor	\$ 1,800	\$ 1,091.00	\$ 34.67	\$ 28.75	\$ 24.36
Fax System (W)B	\$ 1,155	\$ 700.00	\$ 22.25	\$ 18.45	\$ 15.63
JS-731 Outer, Output Job Separator	\$ 190	\$ 115.00	\$ 3.65	\$ 3.03	\$ 2.57
Data Security Kit (E) Encryption/Overwrite Kit	\$ 580	\$ 358.00	\$ 11.38	\$ 9.43	\$ 7.99
Surge Protector and Power Filter	\$ 195	\$ 136.00	\$ 4.32	\$ 3.58	\$ 3.04
PF-740(B) Dual 1,500-sheet letter size drawers	\$ 1,380	\$ 836.00	\$ 26.57	\$ 22.03	\$ 18.67
<b>Recommended System Configuration</b>	<b>\$ 14,845</b>	<b>\$ 7,478.00</b>	<b>\$ 237.65</b>	<b>\$ 197.05</b>	<b>\$ 166.98</b>

All Pricing is subject to applicable taxes. Leases are also subject to property taxes and require property insurance. Pricing includes delivery, setup, network implementation (two hours max) and end user training (one session).

Supplies and Service Pricing Package*	Cost/Image
Black and White Copies and Prints	\$ 0.0080

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



Equipment Lease Agreement # \_\_\_\_\_

EQUIPMENT		
Equipment MFG Model & Description <u>Kyocera TASKalfa 4501i (P7)</u>	Serial Number _____	Accessories <u>DP-772, Fax Sys(B), JS-731, Data Sec (E), PF-740(B), Power Filter</u>
<input type="checkbox"/> See attached schedule for additional Equipment / Accessories		
Billing Address: _____		
Equipment Location: _____		
SUPPLIER	TRANSACTION TERMS	
KYOCERA Document Solutions America, Inc. 225 Sand Road Fairfield, NJ 07004-0008	Purchase Option: Fair Market Value  Lease Payment: \$ <u>197.05</u> (plus applicable taxes)      Term: <u>48</u> (months)  Billing Period: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually (Monthly if not checked)  The following additional payments are due on the date this Lease is signed by you: Advance Payment: \$ <u>0.00</u> (plus applicable taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last	

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.

EXCEPT AS PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF LESSEE'S PRINCIPAL PLACE OF BUSINESS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS LEASE, AND AGREE TO THE TERMS ON PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

#### TERMS AND CONDITIONS

1. **COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Lease. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. **LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Lease Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. Lease Payments are due whether or not you receive an invoice. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.

**NON-APPROPRIATION OF FUNDS.** You intend to remit to us all Lease Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Lease Payments and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 11 of this Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that: (a) funds have not been appropriated for the fiscal period; (b) such non-appropriation did not result from any act or failure to act by you; and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate this Lease because of a non-appropriation of funds, you may not purchase, lease or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Lease. This Section 2 shall not permit you to terminate this Lease in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. **LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment and pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease ((a) through (d) collectively referred to as "Lease Charges"). NOTWITHSTANDING THE FACT THAT YOU MAY BE EXEMPT FROM THE PAYMENT OF PERSONAL PROPERTY TAXES, you acknowledge that as the owner of the Equipment, we may be required to pay personal property taxes, and you agree, at our discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period sums includes a separate

Continued on Page 2

LESSOR ("We", "Us")	LESSEE ("You")
<b>KYOCERA Document Solutions America, Inc.</b>  By: X _____ Name: _____ Title: _____ Date: _____	<b>City of Grosse Pointe Woods</b> (Lessee Full Legal Name)  By: X _____ Name: _____ Title: _____ Date: _____ Federal Tax ID: _____



stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the Term. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a "Tax Administrative Fee" equal to \$12 per unit of Equipment per year during the Term, not to exceed the maximum permitted by applicable law. The Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

4. **LATE CHARGES.** For any payment which is not received within three (3) days of its due date, you agree to pay a late charge not to exceed the higher of 10% of the amount due or \$35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. **OWNERSHIP, USE, MAINTENANCE AND REPAIR.** We own the Equipment and you have the right to use the Equipment under the terms of this Lease. If this Lease is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Lease. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Lease without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records.

6. **INDEMNITY.** You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease for acts or omissions which occurred during the Term of this Lease. You also agree that this Lease has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in this Lease to be correct or caused by your acts or omissions inconsistent with such assumption or this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

7. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges for the effected item(s) of Equipment, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the effected item(s) of Equipment. We will then transfer to you all our right, title and interest in the effected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Lease, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. No such loss or damage shall relieve you of your payment obligations hereunder.

8. **INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. If you do not provide acceptable insurance, we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease Term and any renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled at any time. In the event that we elect to obtain such insurance, you will be required to pay us an additional amount each Billing Period for the cost of such insurance and an administrative fee, the cost of which insurance and administrative fee may be more than the cost to obtain your own insurance and on which we may make a profit.

9. **DEFAULT.** You will be in default under this Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (c) any representation made by you is false or misleading in any material respect; (d) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors; or (e) you default under any other agreement with us or our assignees.

10. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 11, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **END OF TERM OPTIONS; RETURN OF EQUIPMENT.** At the end of the Term and upon 30 days prior written notice to us, you shall either: (a) return all, but not less than all, of the Equipment; or (b) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. If you do not provide us with such written notice and either return all of the Equipment or purchase all of the Equipment at the end of the Term, then this Lease will automatically renew on a month-to-month basis and all of the provisions of this Lease shall continue to apply, including, without limitation, your obligations to remit Lease Payments, Lease Charges and other charges, until all of the Equipment is either returned to us (either because we demand return of the Equipment or you decide to return the Equipment) or purchased by you for the applicable Fair Market Value, plus applicable sales and other taxes, in accordance with the terms hereof. If you are in default (or a non-appropriation of funds occurs), or you do not purchase the Equipment at the end of the Term (or the Renewal Term), you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

12. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Lease or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign all or any portion of this Lease or our interest in the Equipment; and (b) release information we have about you and this Lease to the manufacturer, Supplier or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

13. **MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you are the entity indicated in this Lease; (b) any documents required to be delivered in connection with this Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances and regulations; (c) the Documents are valid, legal, binding agreements, enforceable with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments constitutes a current expense and not a debt under applicable state law; (h) this Lease is binding on you and your successors and assigns; and (i) all financial information you have provided is true and a reasonable representation of your financial condition. This Lease: (i) constitutes the entire agreement of the parties with respect to the subject matter thereof; (ii) supersedes all other writings, communications, understandings, agreements, purchase orders, solicitation documents (including, without limitation, any request for proposal and responses thereto and other related documents (together, the "Bid Documents")) and other representations, express or implied ("Prior Understandings"), and may not be contradicted or amended by Prior Understandings; and (iii) may be amended or modified only by written documents duly authorized, executed and delivered by the parties. This Lease is binding on you and your successors and assigns. You authorize us, our agent, or our assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Lease or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT.** We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Lease is reflected in the Lease Payment.

14. **ELECTRONIC TRANSMISSION OF DOCUMENTATION.** This Lease may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Lease; and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If you sign and transmit this Lease to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other similar electronic transmission of this Lease manually signed by us, when attached to the facsimile or other electronic copy signed by you, shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Lease, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signature; and (d) at our request, you, who executed this Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing your original manual signature to us. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.





Prime Office Innovations

15776 Leone Drive

Macomb, MI 48315

Phone: 586-992-1810

**Date: August 7, 2014**

## SERVICE AGREEMENT

Customer Name City of Grosse Pointe Woods – Department of Public Works		
Description of Equipment Kyocera TASKalfa 4501i	Serial Number TBD	
Billing Address 20025 Mack Plaza Grosse Pointe Woods, MI 48326	County & Zip Code Wayne 48326	State of Organization MI
Telephone Number (313) 343-2460		
Equipment Location (if different than billing address) Department of Public Works, 1200 Parkway Drive Grosse Pointe Woods, MI 48236	County & Zip Code SAME	Organization ID#

### Maintenance Agreement Price Information

Color Cost Per Image	Monthly Minimum	Billed
\$ <u>0.00</u>	<u>0</u>	<u>In Arrears</u>
Black Cost Per Image	Monthly Minimum	Billed
\$ <u>0.008</u>	<u>0</u>	<u>In Arrears</u>

*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	
<u>\$N/C</u>	<u>One</u> Hours (details on Network Integration Assurance Form)	

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

<b>Customer Signature:</b>	
<b>Printed Name:</b>	
<b>Title:</b>	<b>Date:</b>
Acceptance: <i>Kevin Macklem</i>	
Prime Office Technology, LLC: Kevin Macklem DBA Prime Office Innovations	
<b>Title: Member, LLC</b>	<b>Date: September 6, 2013</b>



### 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. **RENEWAL:** This agreement automatically renews once the allowance has been used.  
  
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.
10. **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.
11. **MODIFICATION:** No modification or amendment to this agreement will be binding on Provider, unless in writing and signed by an officer of Provider.
12. **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.
13. **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 \_\_\_\_\_



DPS

  
**TASKalfa**

› PRINT › COPY › SCAN › FAX

**TASKalfa 4501i**

BLACK & WHITE  
MULTIFUNCTIONAL SYSTEM

  
POWERING  
PERFORMANCE...  
COMPANY-WIDE.



- › Crisp Output Up to 45 Pages per Minute
- › Color Scan Up to 80 ipm; B & W Up to 160 ipm
- › Intuitive and Customizable Touch Screen Control Panel
- › Advanced Finishing Options to Power Workflow
- › Robust and Scalable Business Applications
- › Statement – 12" x 18" Printing from the Paper Trays
- › Standard Gigabit Ethernet
- › Tab Printing Available Through Multi Purpose Tray
- › Optional Scan Extension Kit for Searchable PDF
- › AirPrint Enabled for a Mobile Printing Solution

 **KYOCERA**  
Document Solutions



# TASKalfa 4501i - THE VERSATILITY YOU NEED TO BRING QUALITY AND ECONOMICAL SPEED TO YOUR DOCUMENT IMAGING

The robust TASKalfa 4501i helps you tackle even the most demanding black & white document imaging requirements with ease. Advanced finishing options cost-effectively bring professional looking output in-house, while a full array of features boosts productivity. Powerful and scalable integrated business applications simplify document workflow and combine with KYOCERA's award-winning ultra-reliability and unique long-life technology to ensure superior performance, proven productivity and maximum efficiency. For document imaging innovation and quality you can rely on, the TASKalfa 4501i delivers.



**TAKING MULTI-FUNCTIONALITY TO THE NEXT LEVEL**  
Information is your most important business asset, and you need a 'no holds barred' document imaging system to keep it flowing seamlessly. The TASKalfa 4501i offers all the productivity-enhancing features you expect in a multifunctional device, plus the efficiency and functionality your business demands, including:

- 45 ppm output • Up to 7,150 sheet paper capacity
- Robust, mixed-media paper handling • Banner printing, up to 15 in one run • Scan speeds of up to 160 ipm • Exceptional finishing options including booklet/trifold and 7-bin mailbox

But what defines a true multifunctional device in today's fast-paced and connected business environment is its ability to take functionality to the next level. The TASKalfa 4501i does just that by expanding beyond the traditional print/copy/scan/fax structure, into integrated solutions that work the way you do.

## A CONTROL PANEL CUSTOMIZED TO YOUR DOCUMENT WORKFLOW

When it comes to document processing, different businesses have different needs, so why work from the same control panel? KYOCERA's highly intuitive color touch screen interface enables you to create a customized, icon-driven home screen for the MFP. Functions and applications important to your particular business needs are neatly and clearly organized and accessible with a simple finger touch.

## DOCUMENT DELIVERY - WHEN AND HOW YOU NEED IT

In your busy workday, you don't have time for inefficient processes. The TASKalfa 4501i powers the needs of today's on-the-go workforce. It's document delivery on your terms.



- Built-in Gigabit Ethernet for high speed data processing
- USB thumb drive for Print-from and Scan-to convenience
- KYOCERA Command Center RX for remote printing, file sharing, and access to device status and set-up from anywhere on the network
- Secure Document Box storage to the MFP's hard drive for printing and sharing of frequently used information
- Optional Dual-scan Document Processors with robust scanning speeds power the creation of electronic documents
- Apple AirPrint enabled for iOS devices

## SECURITY YOU CAN RELY ON

Document security is one of the primary concerns of most businesses today. KYOCERA devices offer standard security solutions built into the device software, as well as optional enhancements, to protect sensitive documents from interception, whether accidental or intentional.

- PDF Encryption • Password protection • Private Print
- User authentication • HID badge swipe access
- Optional Data Security Kit for overwrite and encryption



**ONE TOUCH ACCESS**  
Frequently used features are only a click away

**ACCESSIBILITY DISPLAY**  
Magnified control panel capabilities for visually impaired individuals

**HOME KEY**  
Easily access your customized control panel home page with this hard key

A TABLET-LIKE DESIGN INCLUDING AN ON-SCREEN KEYBOARD AND PINCH & GRAB FUNCTIONALITY



#### TRANSFORMING YOUR HARDWARE INVESTMENT INTO A POWERFUL WORKFLOW TOOL

The feature-rich TASKalfa 450i seamlessly integrates within virtually any network environment or platform, including Windows, Mac, Novell, Linux and UNIX. Built on KYOCERA's award-winning product platform, it combines proven productivity with a highly scalable architecture to keep your information flowing.

From mobile and cloud, to cost control and security solutions, KYOCERA is committed to providing our customers with enhanced business applications, powered by HyPAS, KYOCERA's robust software development platform. Developed by KYOCERA or by our third-party solution providers, these applications optimize your hardware investment by expanding the capabilities of your MFP – all from the comfort of a single device.

We get to the heart of your critical business challenges, with a personalized, single source approach that helps streamline your entire document workflow to reduce costs, increase workplace productivity and efficiency, and deliver exceptional results you can count on.



**STREAMLINE YOUR DOCUMENT WORKFLOWS WITH CUSTOMIZABLE SOLUTIONS THAT SIMPLY AND SECURELY INTEGRATE WITH YOUR TASKalfa MFP**



**CAPTURE & DISTRIBUTION**  
Transform hard copies into digital documents for simplified distribution and storage



**DOCUMENT MANAGEMENT**  
Facilitate workflow with easy document capture, store, share and retrieval



**MOBILE & CLOUD**  
Print and scan on-the-go for document access when and where you need it



**NETWORK DEVICE MANAGEMENT**  
Stay in control of your devices locally or remotely



**OUTPUT MANAGEMENT**  
Power productivity by printing from virtually any environment



**COST CONTROL & SECURITY**  
Manage MFP costs while protecting assets and keeping information secure

#### KEEPING THE FUTURE GREEN

KYOCERA is committed to pursuing a harmonious balance between economic development and environmental preservation. We adhere to the goals of our worldwide Environmental Action Plan in developing office solutions with environmentally friendly and superior energy-and supply-saving features.

While striving to maintain a clear vision in pursuing a balance between economic and environmental preservation, our devices are built around our sustainable ECOSYS technology, offering many hardware features and system settings that can dramatically reduce waste without compromising productivity.

- Long life components and consumables
- Power-saving sleep mode or adjustable sleep mode
- Low noise levels
- Compliance with RoHS and Energy Star environmental standards





## TASKalfa 4501i

### ONLY FROM KYOCERA

KYOCERA Document Solutions is a global leader in the digital imaging industry, with an award-winning line of document solutions that consistently set the standard for high performance, superior image quality, workflow-supportive applications, ease-of-use and durability. We get to the heart of your critical business challenges, with a personalized, single source approach that helps streamline your entire document workflow to reduce costs, increase workplace productivity and efficiency, and deliver exceptional results you can count on.

#### BASIC SPECIFICATIONS

**Configuration:** Black & White Multifunctional System – Print/Scan/Copy/Optional Fax

**Pages Per Minute:** Letter: 45 ppm; Legal: 27 ppm; Ledger: 22 ppm; 12" x 18": 22 ppm (print only)

**Warm Up Time:** 23 Seconds or Less (Power On)

#### First Page Out:

Copy: 3.8 Seconds or less; Print: 5.3 Seconds or Less

**Resolution / Bit Depth:** 600 x 600 dpi; 9600 x 600 dpi interpolated

**Memory / Hard Disk Drive:** 2 GB RAM Standard / 160 GB HDD

**Duplex:** Standard Stackless Duplex Supports Statement to 12" x 18", 16 lb Bond – 140 lb Index (60 – 256gsm)

#### Standard Output Tray:

Statement - 12" x 18"; 250 Sheets

**Electrical Requirements:** 120V, 60Hz, 12.0A; 220-240V, 50Hz, 7.2A

**Dimensions / Weight:** 25.51" x 30.20" x 29.41" / 211.6 lbs

**Maximum Monthly Duty Cycle:** 200,000 Pages Per Month

#### PAPER SUPPLY

##### Standard Paper Sources:

Dual 500 Sheet Trays, 150 Sheet MPT; Auto Selection/Switching

##### Optional Paper Sources:

Dual 500 Sheet Trays (PF-730(B)) or Dual 1,500 Sheet Trays (PF-740(B)); 3,000 Sheet Side Large Capacity Tray (PF-770)

##### Paper Capacity:

Standard: 1,150 Sheets;

Maximum: 7,150 Sheets

**Paper Size:** Trays 1, 2 and PF-730(B): 5.5" x 8.5" – 12" x 18"; PF-740(B), PF-770: 8.5" x 11"; MPT: 5.5" x 8.5" – 12" x 18" (Multiple Sheets); up to 12" x 48" Banner (single sheet)

##### Paper Weight:

Trays: 16 lb Bond – 120 lb index (60 – 220gsm);

MPT: 16 lb Bond – 110 lb Cover (60 – 300gsm)

##### Input Materials:

Bond Paper, Recycled Paper, Transparencies, Cardstock, Envelopes, Labels, Tabs

#### SECURITY SPECIFICATIONS

**Standard:** Local Authentication, Network Authentication (IPsec, HTTPS, LDAP over SSL, SNMPv3); Secure Print (IPP over SSL); Scan to e-mail (POP3/SMTP over SSL); Scan to FTP (FTP over SSL); Scan to SMB/PC/USB; FTP over SSL

**Optional:** Data Security Kit (E): Network Data Encryption, HDD Overwrite Mode, HDD Data Encryption

#### PRINT SPECIFICATIONS

**Standard Controller:** Freescale QorIQ P1022 (Dual Core) / 800MHz

**PDLs / Emulations:** PRESCRIBE, PCL6 (5e, XL), KPDL3 (P53), XPS; Optional (UG-34) : IBM ProPrinter, Line Printer, LQ-850

**Fonts:** 136 KPDL3, 93 PCL6, 8 Windows Vista, 1 Bitmap

**Windows® OS Compatibility:** Windows XP/2003/Vista/2008/7/8/Server 2008 R2/Server 2012

#### HARNESS THE POWER OF YOUR TASKalfa MFP WITH CUSTOMIZED BUSINESS APPLICATIONS



**KYOCERA CLOUD CONNECT:** Easily print from and scan directly to the cloud while on the go from your KYOCERA MFPs.



**KYOCERA MOBILE PRINT:** Simply and conveniently print files, web pages, and images using your smartphone or tablet.



**DMS LINK:** Simplify document workflow through digital imaging, distribution, retrieval and long-time archival.



**PINPOINT SCAN:** Scan from your MFP to your PC with added speed, functions and versatility.



**SHAREPOINT CONNECTOR:** Enhance collaboration utilizing your KYOCERA MFPs and your existing Microsoft SharePoint Server.

**Novell OS Compatibility:** Novell NetWare 3.x/4.x/5.x/6.x

**Mac OS Compatibility:** Mac OS 10.x; AirPrint Enabled

**UNIX OS Compatibility:** Sun OS 4.1.x; Solaris 2.x; AIX; HP-UX (LPR)

**Interfaces:** Standard: 10/100/1000BaseTX, Hi-Speed USB 2.0, 4 USB Host Interfaces, 2 Expansion Slots;

Optional: 10/100/1000BaseTX (1B-50 for Dual NIC);

Optional: IEEE 802.11 b/g/n (1B-51 for Wireless LAN Interface)

#### Network Print and Supported Protocols:

TCP/IP, NetBEUI, FTP, LPR, IPv6, IPsec, SSL, WSD Print

**Drivers:** KX Driver, Mini Driver, KX Driver for XPS, XPS Mini Driver,

Network Fax Driver, PPD for MAC

**Utilities:** KYOCERA Net Admin, KYOCERA Net Viewer, PDF Direct Print, Command Center RX

#### SCAN SPECIFICATIONS

**Scan Resolution:** 600 dpi, 400 dpi, 300 dpi, 200 dpi, 200 x 100 dpi, 200 x 400 dpi

**File Formats:** Black and White: TIFF, XPS, PDF, PDF/A;

Color: TIFF, JPEG, XPS, PDF, PDF/A

**PDF Extension:** High Compression PDF, Encrypted PDF, Searchable PDF (OCR) Option

#### Scan Speeds:

DP-770(B): Simplex: 75 ipm BW, 50 ipm Color (300 dpi);

Duplex: 45 ipm BW, 34 ipm Color (300 dpi)

DP-772: Simplex: 80 ipm BW, 50 ipm Color (300 dpi);

Duplex: 160 ipm BW, 80 ipm Color (300 dpi)

**Connectivity / Supported Protocols:** 10/100/1000BaseTX, TCP/IP

**Scanning Functions:** Scan to Folder (SMB), Scan to e-Mail, Scan to FTP, Scan to FTP over SSL, Scan to USB, WSD Scan, TWAIN Scan

**Original Size:** Through DP: Statement to 11" x 17";

Glass: up to 11" x 17"

**Driver:** TWAIN/WIA Driver

#### COPY SPECIFICATIONS

**Image Mode:** Text, Photo, Text/Photo, Auto, Manual, Map

**Continuous Copy:** 1 – 999 / Auto Reset to 1

**Additional Features:** Positive/Negative Reverse, Mirror Image, Rotate Copy, Border Erase, Split Copy, Electronic Sort, Margin Shift, Page Number, Form Overlay, XY Zoom, Prevent Bleed Through, Text Stamp, Bates Stamp, Blank Page Skip

**Job Management:** 1,000 Department Codes, Job Programs, Job Build, Shortcut Keys, Repeat Copy

**Magnification / Zoom:** Full Size, 4 Reduction, 4 Enlargement Preset Ratios, 25 – 400% in 1 step increments

**Document Box:** Custom Box, Job Box, Removable Memory Box, Fax Box (with optional Fax System)

#### DOCUMENT PROCESSOR OPTIONAL DP-770(B) OR DP-772

##### Type / Capacity:

DP-770(B): Reversing Automatic Document Processor / 100 Sheets

DP-772: Dual Scan Document Processor / 175 Sheets

**Acceptable Originals:** 5.5" x 8.5" – 11" x 17"

#### Acceptable Weights (Simplex / Duplex):

DP-770(B): Simplex: 13 lb Bond – 90 lb Index (45 – 160gsm);

Duplex: 16 lb – 32 lb Bond (50 – 120gsm)

DP-772: Simplex: 13 lb Bond – 120 lb Index (35 – 220gsm);

Duplex: 16 lb Bond – 120 lb Index (50 – 220gsm)

#### FAX SPECIFICATIONS

**Fax Type:** Fax System W(B) / Internet Fax Kit (A) (requires Fax System W(B))

**Compatibility / Data Compression:** G3 Fax / MMR, MR, MH, JBIG

**Transmission Speed / Modem Speed:** Approximately 3 seconds per page / 33.6 Kbps

**Fax Memory:** Standard: 12 MB; Maximum: 120 MB

**Driver:** Network Fax Driver

**Fax Functions:** Duplex TX/RX, Confidential RX/TX, F-Code RX/TX, Broadcasting, Fax Box, Dual Fax

#### OPTIONAL 1,000 SHEET FINISHER DF-770(C/D)

**Stack / Staple Capacity:** Main Tray: 1,000 Sheets / 50 sheets (up to 24 lb Bond (90gsm))

**Paper Size:** 5.5" x 8.5" – 12" x 18"

**Paper Weight:** 16 lb Bond – 110 lb Cover (60 – 300gsm)

**Edge Staple Position:** 3 Positions: Top Left, Bottom Left, Center Bind

**Optional Punch:** PH-7A 2 and 3 Hole Punch Unit, Supports 8.5" x 11" – 12" x 18"

#### OPTIONAL 4,000 SHEET FINISHER DF-790(C)

**Stack / Staple Capacity:** Main Tray: 4,000 Sheets;

Sub Tray (B): 200 Sheets; Sub Tray (C): 100 Sheets / 65 sheets (up to 24 lb Bond (90gsm))

**Paper Size:** 5.5" x 8.5" – 12" x 18"

**Paper Weight:** 16 lb Bond – 110 lb Cover (60 – 300gsm)

**Edge Staple Position:** 3 Positions: Top Left, Bottom Left, Center Bind

**Optional Multi-bin Mailbox:** MT-730(B) Includes 7 Trays; Supports 16 lb Bond – 90 lb Index (60 – 163gsm) Stack Capacity per bin:

100 Sheets: 5.5" x 8.5", 8.5" x 11"; 50 Sheets: 8.5" x 14", 11" x 17"

**Optional Punch:** PH-7A 2 and 3 Hole Punch Unit, Supports 8.5" x 11" – 11" x 17"; 13 lb Bond – 110 lb Cover (45 – 300gsm)

**Optional Booklet Folder / Tri-fold Unit:** BF-730 Booklet Folder

Supports 8.5" x 11", 8.5" x 14", 11" x 17"; Fold booklet/staple:

16 lb Bond – 24 lb Bond (60 – 90gsm) 16 sheets; 25 lb Bond – 28 lb

Bond (91 – 105gsm) 13 sheets; Fold booklet/no staple: 16 lb Bond – 24 lb

Bond (60 – 90gsm) 5 sheets; 25 lb Bond – 72 lb Index (91 – 120gsm)

3 sheets; 32 lb Bond – 110 lb Cover (121 – 256gsm) 1 sheet; Trifold

supports 8.5" x 11" only: 16 lb Bond – 24 lb Bond (60 – 90gsm)

5 sheets; 25 lb Bond – 72 lb Index (91 – 120gsm) 3 sheets;

16 lb Bond – 28 lb Bond (60 – 105 gsm) 1 sheet

#### ADDITIONAL OPTIONS

Data Security Kit Provides Security Overwrite and Encryption for Print, Copy, and Scan, Optional Fax Memory, Original Hardcopy Holder (Document Tray), Card Authentication Kit (B), Banner Guide (A), Keyboard Holder, Scan Extension Kit (A) for Searchable PDF/OCR

Specifications and design are subject to change without notice.  
For the latest on connectivity visit [www.kyoceradocumentsolutions.com/us](http://www.kyoceradocumentsolutions.com/us)  
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PowerPC<sup>®</sup>

**KYOCERA**  
Document Solutions



## Systems Configuration Pricing

Department of Public Safety	MSRP	AEPA Contract Sale Price	36-mo FMV Lease	48-mo FMV Lease	60-mo FMV Lease
TASKalfa 4501iP1 Configuration - 45ppm	\$ 9,545	\$ 4,242.00	\$ 134.81	\$ 111.78	\$ 94.72
DP-772 Dual Scan Document Processor	\$ 1,800	\$ 1,091.00	\$ 34.67	\$ 28.75	\$ 24.36
Fax System (W)B	\$ 1,155	\$ 700.00	\$ 22.25	\$ 18.45	\$ 15.63
JS-731 Outer, Output Job Separator	\$ 190	\$ 115.00	\$ 3.65	\$ 3.03	\$ 2.57
Data Security Kit (E) Encryption/Overwrite Kit	\$ 580	\$ 358.00	\$ 11.38	\$ 9.43	\$ 7.99
Surge Protector and Power Filter	\$ 195	\$ 136.00	\$ 4.32	\$ 3.58	\$ 3.04
DF-770(C) 1,000-sheet Multi-Position Stapler/Finisher	\$ 1,540	\$ 933.00	\$ 29.65	\$ 24.58	\$ 20.83
AK-731 Finisher Attachment Kit	\$ 160	\$ 97.00	\$ 3.08	\$ 2.56	\$ 2.17
PF-740(B) Dual 1,500-sheet letter size drawers	\$ 1,380	\$ 836.00	\$ 26.57	\$ 22.03	\$ 18.67
<b>Recommended System Configuration</b>	<b>\$ 16,545</b>	<b>\$ 8,508.00</b>	<b>\$ 270.38</b>	<b>\$ 224.19</b>	<b>\$ 189.98</b>

All Pricing is subject to applicable taxes. Leases are also subject to property taxes and require property insurance.  
Pricing includes delivery, setup, network implementation (two hours max) and end user training (one session).

Supplies and Service Pricing Package*	Cost/Image
Black and White Copies and Prints	\$ 0.0080

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



Equipment Lease Agreement # \_\_\_\_\_

EQUIPMENT		
<b>Equipment MFG Model &amp; Description</b> Kyocera TASKalfa 4501i (P7)	<b>Serial Number</b>  	<b>Accessories</b> DP-772, Fax Sys(B), JS-731, Data Sec (E), DF-770(C), AK-731, PF-740(B), Power Filter
<input type="checkbox"/> See attached schedule for additional Equipment / Accessories		
Billing Address: _____ Equipment Location: _____		
SUPPLIER	TRANSACTION TERMS	
KYOCERA Document Solutions America, Inc. 225 Sand Road Fairfield, NJ 07004-0008	<b>Purchase Option:</b> Fair Market Value  <b>Lease Payment:</b> \$ <u>224.19</u> (plus applicable taxes) <b>Term:</b> <u>48</u> (months)  <b>Billing Period:</b> <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually (Monthly if not checked)  The following additional payments are due on the date this Lease is signed by you: <b>Advance Payment:</b> \$ <u>0.00</u> (plus applicable taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last	

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.

EXCEPT AS PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF LESSEE'S PRINCIPAL PLACE OF BUSINESS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS LEASE, AND AGREE TO THE TERMS ON PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

#### TERMS AND CONDITIONS

1. **COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Lease. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. **LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Lease Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. Lease Payments are due whether or not you receive an invoice. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.

**NON-APPROPRIATION OF FUNDS.** You intend to remit to us all Lease Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Lease Payments and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 11 of this Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that: (a) funds have not been appropriated for the fiscal period; (b) such non-appropriation did not result from any act or failure to act by you; and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate this Lease because of a non-appropriation of funds, you may not purchase, lease or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Lease. This Section 2 shall not permit you to terminate this Lease in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. **LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all fees, assessments, taxes and charges as governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment and pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease ((a) through (d) collectively referred to as "Lease Charges"). NOTWITHSTANDING THE FACT THAT YOU MAY BE EXEMPT FROM THE PAYMENT OF PERSONAL PROPERTY TAXES, you acknowledge that as the owner of the Equipment, we may be required to pay personal property taxes, and you agree, at our discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period sums includes a separately

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LESSOR ("We", "Us")	LESSEE ("You")
<b>KYOCERA Document Solutions America, Inc.</b>  By: X _____ Name: _____ Title: _____ Date: _____	<b>City of Grosse Pointe Woods</b> (Lessee Full Legal Name)  By: X _____ Name: _____ Title: _____ Date: _____ Federal Tax ID: _____



standard estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the Term. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a "Tax Administrative Fee" equal to \$12 per unit of Equipment per year during the Term, not to exceed the maximum permitted by applicable law. The Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

4. **LATE CHARGES.** For any payment which is not received within three (3) days of its due date, you agree to pay a late charge not to exceed the higher of 10% of the amount due or \$35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. **OWNERSHIP, USE, MAINTENANCE AND REPAIR.** We own the Equipment and you have the right to use the Equipment under the terms of this Lease. If this Lease is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Lease. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Lease without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records.

6. **INDEMNITY.** You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease for acts or omissions which occurred during the Term of this Lease. You also agree that this Lease has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in this Lease to be correct or caused by your acts or omissions inconsistent with such assumption or this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

7. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges for the effected item(s) of Equipment, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the effected item(s) of Equipment. We will then transfer to you all our right, title and interest in the effected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Lease, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. No such loss or damage shall relieve you of your payment obligations hereunder.

8. **INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. If you do not provide acceptable insurance, we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease Term and any renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled at any time. In the event that we elect to obtain such insurance, you will be required to pay us an additional amount each Billing Period for the cost of such insurance and an administrative fee, the cost of which insurance and administrative fee may be more than the cost to obtain your own insurance and on which we may make a profit.

9. **DEFAULT.** You will be in default under this Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (c) any representation made by you is false or misleading in any material respect; (d) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors; or (e) you default under any other agreement with us or our assignees.

10. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 11, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **END OF TERM OPTIONS: RETURN OF EQUIPMENT.** At the end of the Term and upon 30 days prior written notice to us, you shall either: (a) return all, but not less than all, of the Equipment; or (b) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. If you do not provide us with such written notice and either return all of the Equipment or purchase all of the Equipment at the end of the Term, then this Lease will automatically renew on a month-to-month basis and all of the provisions of this Lease shall continue to apply, including, without limitation, your obligations to remit Lease Payments, Lease Charges and other charges, until all of the Equipment is either returned to us (either because we demand return of the Equipment or you decide to return the Equipment) or purchased by you for the applicable Fair Market Value, plus applicable sales and other taxes, in accordance with the terms hereof. If you are in default (or a non-appropriation of funds occurs), or you do not purchase the Equipment at the end of the Term (or the Renewal Term), you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

12. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Lease or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign all or any portion of this Lease or our interest in the Equipment; and (b) release information we have about you and this Lease to the manufacturer, Supplier or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

13. **MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you are the entity indicated in this Lease; (b) any documents required to be delivered in connection with this Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances and regulations; (c) the Documents are valid, legal, binding agreements, enforceable with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments constitutes a current expense and not a debt under applicable state law; (h) this Lease is binding on you and your successors and assigns; and (i) all financial information you have provided is true and a reasonable representation of your financial condition. This Lease: (i) constitutes the entire agreement of the parties with respect to the subject matter thereof; (ii) supersedes all other writings, communications, understandings, agreements, purchase orders, solicitation documents (including, without limitation, any request for proposal and responses thereto and other related documents (together, the "Bid Documents")) and other representations, express or implied ("Prior Understandings"), and may not be contradicted or amended by Prior Understandings; and (iii) may be amended or modified only by written documents duly authorized, executed and delivered by the parties. This Lease is binding on you and your successors and assigns. You authorize us, our agent, or our assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Lease or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT.** We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Lease is reflected in the Lease Payment.

14. **ELECTRONIC TRANSMISSION OF DOCUMENTATION.** This Lease may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Lease; and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If you sign and transmit this Lease to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other similar electronic transmission of this Lease manually signed by us, when attached to the facsimile or other electronic copy signed by you, shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Lease, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signature; and (d) at our request, you, who executed this Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing your original manual signature to us. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.





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

**Date: August 7, 2014**

## SERVICE AGREEMENT

Customer Name City of Grosse Pointe Woods – Department of Public Safety		
Description of Equipment Kyocera TASKalfa 4501i	Serial Number TBD	
Billing Address 20025 Mack Plaza Grosse Pointe Woods, MI 48326	County & Zip Code Wayne 48326	State of Organization MI
Telephone Number (313) 343-2400		
Equipment Location (if different than billing address) Department of Public Safety	County & Zip Code SAME	Organization ID#

Maintenance Agreement Price Information		
Color Cost Per Image	Monthly Minimum	Billed
\$ <u>0.00</u>	<u>0</u>	<u>In Arrears</u>
Black Cost Per Image	Monthly Minimum	Billed
\$ <u>0.008</u>	<u>0</u>	<u>In Arrears</u>

*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.*

<b>Network Implementation Assistance</b> <input type="checkbox"/> Accept <input type="checkbox"/> Decline		
Network Implementation Assistance	Includes	
<u>\$N/C</u>	<u>One</u> Hours (details on Network Integration Assurance Form)	

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

<b>Customer Signature:</b>	
<b>Printed Name:</b>	
<b>Title:</b>	<b>Date:</b>
Acceptance: <i>Kevin Macklem</i>	
Prime Office Technology, LLC: Kevin Macklem DBA Prime Office Innovations	
<b>Title: Member, LLC</b>	<b>Date: September 6, 2013</b>



### 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. **RENEWAL:** This agreement automatically renews once the allowance has been used.  
  
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.
10. **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.
11. **MODIFICATION:** No modification or amendment to this agreement will be binding on Provider, unless in writing and signed by an officer of Provider.
12. **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.
13. **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





## CITY OF GROSSE POINTE WOODS MEMORANDUM

10A

RECEIVED

SEP - 4 2014

To: Mayor and City Council

From: Dee Ann Irby, Treasurer/Comptroller

A handwritten signature in blue ink, appearing to read "D. Irby", is written over the "From:" line.

Date: September 4, 2014

Subject: Milk River/Grosse Gratiot Drain Millage Request & Budget Amendment

In May, City Council approved the Milk River/Grosse Gratiot Drain budget based upon the information available at that time. Yesterday, the Wayne County Drain Commission Office provided additional information regarding their fiscal year 2014-15 operations and maintenance budget.

The proposed Milk River/Grosse Gratiot Drain Millage of 2.7340 mills is 1.7941 mills less than last year. It is important to note that this is the second year that the Drainage district does not have any debt, however the Drain Commission did include \$300,000 supplemental funding for design engineering of an SRF project. The attached spreadsheet details revenue and expenses for FY 2014-15.

I respectfully request City Council to authorize the Milk River/Grosse Gratiot Drain millage of 2.7340 mills be placed on the 2014 winter tax bill and approve a budget amendment to reduce the Milk River/Grosse Gratiot Drain budget by \$217,615. All expenditures will be funded by the aforementioned millage.

Please contact me with questions or concerns.



City of Grosse Pointe Woods												
Budget Revenue Analysis - GROSSE GRATIOT DRAIN												
FY 14-15												
												618,400,000
						782,426,719	699,266,846	617,175,882	604,800,000	601,100,000		Taxable Val
acct	Account Name	FY 05-06 Audited	FY 06-07 Audited	FY 07-08 Audited	FY 08-09 Audited	FY 09-10 Audited	FY 10-11 Audited	FY 11-12 Audited	FY 12-13 Audited	FY 13-14		FY 14-15
										Budget	Actual	Proposed
						3.8020	3.8020	4.4685	4.5281	4.5281	6/30/2014	2.7340
												Revised 9-4-14
365.000	GG Drain Fund											
365000402000	Operating Levy	-	-	174,018	-	2,962,782	2,651,129	2,753,485	2,720,733	2,723,815	2,706,194	1,690,706
365000402001	MTT Tax Refund	-	-	-	(32,550)	(2,473)	10,988	(17,661)	28,174	-	-	-
365000402100	DELQ TAX						7,433		-			
365000665000	Interest Earnings	660	1,400	-	-	-	-			-	0	-
365000697000	Trf Prior Yr Reserve	-	-	-	-	409,282	589,954	155,705		-	-	
365000703000	Trf Wayne CntyTxFund	2,496,742	3,559,797	3,479,741	3,220,893		-			-	-	-
	Total GG Drain Fund	2,497,402	3,561,197	3,653,759	3,188,344	3,369,591	3,259,503	2,891,530	2,748,907	2,723,815	2,706,194	1,690,706

**CITY OF GROSSE POINTE WOODS**  
**BUDGET WORKSHEET - GROSSE GRATIOT DRAIN**  
**FY 2014-15**

<b>REVISED 9/4/14</b>												
ACCOUNT NO.	ACCOUNT NAME	FY 06-07 ACTUAL AMOUNT	FY 07-08 ACTUAL AMOUNT	FY 08-09 ACTUAL AMOUNT	FY 09-10 ACTUAL AMOUNT	FY 10-11 ACTUAL AMOUNT	FY 11-12 ACTUAL AMOUNT	FY 12-13 ACTUAL AMOUNT	FY 13-14 BUDGET AMOUNT	07/13-06/14 ACTUAL	FY14-15 DEPT REQUESTED	CITY ADMIN RECOMM
<b>GENERAL EXPENDITURES</b>												
365445818000	CONTR-O&M MILK RIVER	-	-	990,971	1,027,996	1,165,717	1,327,802	1,367,905	1,404,242	1,404,000	1,450,000	1,444,927
365445991000	MILK RIVER - PRINCIPAL	-	-	1,092,022	1,119,247	1,152,522	1,185,797	1,173,754	-	-	-	-
365445992000	MILK RIVER - INTEREST	-	-	132,873	102,219	72,597	43,949	14,676	-	-	-	-
365445992200	SRF Pre-Funding								1,305,826	1,302,194	444,574	232,032
	DEPARTMENT TOTAL	-	-	2,215,866	2,249,461	2,390,836	2,557,547	2,556,335	2,710,068	2,706,194	1,894,574	1,676,959
<b>TRANSFERS &amp; OVERHEAD</b>												
365482999101	TRF TO GENERAL	83,000	93,000	125,000	295,000	305,000	120,000	120,000	-	-	-	-
365482999203	TRF TO LOCAL STREET	-	-	550,000	550,000	550,000	200,000	-	-	-	-	-
365482999592	TRF TO WATER/SEWER	100,000	100,000	250,000	250,000	-	-	-	-	-	-	-
365482999650	TRF TO MIS	20,000	20,000	10,000	10,000	-	-	-	-	-	-	-
	DEPARTMENT TOTAL	203,000	213,000	935,000	1,105,000	855,000	320,000	120,000	-	-	-	-
<b>DEBT SERVICE - OTHER</b>												
365993757000	OPERATING SUPPLIES	-	-	-	-	-	-	-	-	-	-	-
365993818000	CONTRACTUAL SERVICES	-	-	12,450	2,976	5,000	5,236	5,000	5,000	5,000	5,000	5,000
365993914000	INSURANCE	-	-	12,153	12,153	8,666	8,747	8,732	8,747	8,701	8,747	8,747
	DEPARTMENT TOTAL	-	-	24,603	15,129	13,666	13,983	13,732	13,747	13,701	13,747	13,747
<b>GRAND TOTAL MILK RIVER DRAIN EXPENSE</b>		<b>203,000</b>	<b>213,000</b>	<b>3,175,469</b>	<b>3,369,590</b>	<b>3,259,503</b>	<b>2,891,530</b>	<b>2,690,067</b>	<b>2,723,815</b>	<b>2,719,895</b>	<b>1,908,321</b>	<b>1,690,706</b>



## CERTIFIED RESOLUTION

Motion by \_\_, seconded by \_\_, regarding **2014 Milk River Drain Levy**, that the Council adopt the following resolution:

Whereas: the Mayor and City Council directs that the millage levy consisting of 2.7340 mills be established for the operational and maintenance costs related to the Milk River Drain pumping facility for administration, replacement and maintenance of the City of Grosse Pointe Woods sanitary sewer/drain system, and Installment #20 for Milk River Bonded Debt, and

Whereas: that the Drain/Milk River Debt millage be levied upon such assessments as certified by the Assessor of the City of Grosse Pointe Woods, and

Whereas: that the following amounts be collected from the assessments levied as follows:

	<b>Millage</b>	<b>Amount (rounded)</b>
Milk River Drain Operations	2.3370	\$1,445,201
Milk River Drain Prefunding SRF	0.3744	231,529
Administration	0.0226	13,976
<b>Total</b>	<b>2.7340</b>	<b>\$1,690,706</b>

It is further resolved that the City Clerk certify the Milk River Drain Debt Levy to the Wayne County Board of Supervisors for spreading the 2.7340 mills as Milk River Drain Debt Levy upon the 2014-15 Grosse Pointe Woods tax roll.

Motion carried by the following vote:

Yes:

No:

Absent:

## CERTIFICATION

I, Lisa Kay Hathaway, City Clerk of the City of Grosse Pointe Woods, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Council on September 8, 2014, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be, or have been, made available as required by said Act.

Lisa Kay Hathaway  
City Clerk  
September xx, 2014

11A

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

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 FAX (586) 777-0430  
 E-MAIL donberschback@yahoo.com

OF COUNSEL  
 CHARLES T. BERSCHBACK

August 30, 2014

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

**RE: August 2014 Billing/DRB**

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
7/31/2014	Continued investigation of personnel issues (1.00); review of appointed official contract (.25)	1.25
8/1/2014	TCs and finalization of employment agreement (.25); emails, letters and TCs on miscellaneous City matters (1.00); investigation and TCs on realty sign (.50)	1.75
8/5/2014	Meeting with employee on personnel matters and follow up (1.25); work on citizen complaint (.50); ordinance review (1.00)	2.75
8/6/2014	Municipal Court work (1.25); meeting with SF and DAI and follow up on personnel and budget issues (1.25)	2.50
8/7/2014	Review of criminal cases and follow up (.75); emails and TCs on City matters (.50); continued work on personnel issue (.25)	1.50
8/11/2014	Review of weekend packet (.25); follow up on Court business (.50)	0.75
8/12/2014	Personnel issues (.75); FOIA (.25)	1.00
8/13/2014	Attendance at Municipal Court (2.00); work on salary furlough problems (.50); personnel and related issues and meeting with SF and DAI (1.00)	3.50
8/14/2014	Investigation and continued work on furlough matters (.50)	0.50
8/18/2014	Review of weekend packet, work on CC and COW matters (1.00); continued investigation on personnel and budget issues (1.00); attendance at CC meeting (1.50)	3.50
8/25/2014	Investigation with departmental employees on personnel issue (1.00); FOIA (.25); Court work (.50)	1.75

**DRB = 20.75 hours x \$155.00**

**BALANCE DUE: \$ 3,216.25**

**Breakdown**

General	17 hours
Municipal Court	3.75 hours
Bldg/Planning Comm.	0 hours
MTT	0 hours

TC - Telephone	LKH - Lisa K. Hathaway	GT - Gene Tutag
CTB - Charles T. Berschback	CC - City Council	CEW-Conference of Eastern Wayne
DRB - Don R. Berschback	PC - Planning Commission	SF - Skip Fincham
DAI - DeeAnn Irby	C&E - Comp and Eval	LFP - Lakefront Park
GPCRDA - Grosse Pointe Clinton Refuse Disposal Authority		MTT - Michigan Tax Tribunal



**CHARLES T. BERSCHBACK**

ATTORNEY AT LAW

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(586) 777-0400

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blbwlaw@yahoo.com

CHARLES T. BERSCHBACK

DON R. BERSCHBACK  
OF COUNSEL

August 29, 2014

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>
7/30/2014	Municipal Court p.m. docket, motion hearing and plea avoiding scheduled jury trial, TC other defense attorney (.75); revisions to METRO Act Permit and email to Fibertech (.25)	1.00
8/1/2014	Initial preparation for trial; call with opposing counsel on Brownell TT case (1.50)	1.50
8/3/2014	Work on TT case (2.00)	2.00
8/4/2014	Meeting with Columbo, a.m. work on TT case, all calls on possible settlement (2.50); TCs on agenda items, review of agenda, preparation of litigation summary letter (1.00) p.m. work, prep for TT trial (4.00); attendance at COW and Council meeting (3.00)	10.50
8/5/2014	TT trial in Lansing (12.00)	12.00
8/6/2014	Municipal Court a.m. and meetings and follow up calls (2.00); TC with Assessor re: TT cases (.50)	2.50
8/11/2014	Meeting with Det Bur; review of several warrants (1.00); review of Matouk FOIA file, meeting with staff on new FOIA request, review of prior Court Order on FOIA release (1.00); TC with Capps and review of emails on Verizon billing issues (.25)	2.25
8/12/2014	Work on Metro Times issue (.50); research on nuisance abatement, dangerous buildings (.50)	1.00
8/13/2014	Municipal Court (1.00) TCs LH, revisions to Resolutions (.25)	1.25
8/14/2014	Review of motion to dismiss, call with GT and emails on Hampton, call on Matouk FOIA (.50)	0.50
8/15/2014	Review of copier agreement, TC Capps (.25)	0.25

8/18/2014	Work on Briarcliff (.50); work on TT matters (.25); TCs Det Bur (.25)	1.00
8/19/2014	Review of WOW/PEG file, preparation for meeting (.50); meeting with Det. Bonk on several pending cases (.25); research on Metro Times issue (1.25); calls on Hampton Road (.25)	2.25
8/20/2014	Review of Municipal Court docket and review of warrants, TCs Det. Bureau and victim's mother (1.50); meeting with WOW on PEG fees, follow up emails, review of City file on Hampton Road, meeting with SF (1.50)	3.00
8/21/2014	TC on FOIA (.25)	0.25
8/22/2014	Draft of Metro Times letter (.75); work on PEG fee issue (.25)	1.00
8/25/2014	TC victim on Municipal Court matter (.25)	0.25
8/26/2014	TCs Municipal Court cases (.50)	0.50
8/27/2014	Municipal Court a.m. docket, review of warrant, and follow up (2.50); meeting with various staff members (.75); work on TT cases (.25); all calls and prep of plea agreement avoiding jury trial scheduled for 9/24 (.50)	4.00
8/28/2014	Work on Matouk FOIA issues, TCs; work on Hampton Road complaint (1.00)	1.00
8/29/2014	Municipal Court issues (.25); work on Hampton Road complaint (1.75)	2.00

CTB = 50.00 hours at \$140.00 per hour

**TOTAL DUE:**

**\$ 7,000.00**

TC - Telephone

SF - Skip Fincham

JM - Julie Moore

DAI - DeeAnn Irby

DAP Director Andrew Pazuchowski

M/C - Mayor and Council

GT - Gene Tutag

LH - Lisa Hathaway

Det. Bur. - Detective Bureau

PC - Planning Commission

TT - Tax Tribunal

**Breakdown**

General	16.25 hours
Municipal Court	10.75 hours
Building/Planning Commission	0 hours
Tax Tribunal	23.00 hours