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**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING**

Tuesday, October 22, 2013
7:00 PM



- A. **CALL TO ORDER** at _____ P.M.
- B. **PLEDGE OF ALLEGIANCE TO THE FLAG**
- C. **ROLL CALL:** Kay Arnold _____, Nancy Conzelman _____, Chuck Curmi _____,
Bob Doroshewitz _____, Ron Edwards _____, Mike Kelly _____,
Richard Reaume _____

- D. **PROCLAMATION RECOGNIZING VETERANS DAY –**

Monday, November 11, 2013

- E. **APPROVAL OF AGENDA**
Regular Meeting - Tuesday, October 22, 2013

- F. **APPROVAL OF CONSENT AGENDA**

- E.1 **Approval of Minutes:**

Proclamation Recognizing Veterans Day - Monday, November 11, 2013
Special Meeting - Tuesday, October 15, 2013

- E.2 **Acceptance of Communications, Resolutions, Reports:**

Letter from Comcast - Completion of Conversion to All-Digital System -
Subscriber Communications

- E.4 **Approval of Township Bills:**

		Year 2013
General Fund	(101)	60,827.47
Solid Waste Fund	(226)	305.32
Improvement Revolving Fund (Capital Projects)	(246)	-
Drug Forfeiture Fund	(265)	-
Golf Course Fund	(510)	514.31
Water and Sewer Fund	(592)	239,244.97
Trust and Agency Fund	(701)	754.75
Police Bond Fund	(702)	-
Tax Fund	(703)	-
Special Assessment Fund	(805)	349.641/11
Total:		\$651.287/93

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING**

Tuesday, October 22, 2013
7:00 PM



G. PUBLIC COMMENTS

H. PUBLIC HEARING

- 1) Application for Industrial Facilities Tax Exemption Certificate - DADCO, Inc.,
Resolution 2013-10-22-39

I. NEW BUSINESS

- 1) Request for Board Action - Approve WCA Assessing Services Agreement
- 2) Request for Board Action - Approve 2013 Amended and 2014 Recommended
DDA Budget - **Resolution 2013-10-22-40**
- 3) Request for Board Action - Approve SAW Grant Application
Resolution 2013-10-22-41
- 4) Request for Board Action - Approve Building Department Vehicle Purchases

J. SUPERVISOR AND TRUSTEE COMMENTS

K. PUBLIC COMMENTS

L. ADJOURNMENT

PLEASE TAKE NOTE: The Charter Township of Plymouth will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at all Township Meetings, to individuals with disabilities at the Meetings/Hearings upon two weeks notice to the Charter Township of Plymouth by writing or calling the following: Human Resource Office, 9955 N Haggerty Road, Plymouth, MI 48170. Phone number (734) 354-3202 TDD units: 1-800-649-3777 (Michigan Relay Services)

Proclamation

VETERANS DAY
NOVEMBER 11, 2013

WHEREAS, President Woodrow Wilson first proclaimed Armistice Day, commonly recognized as Veterans Day, on November 11, 1919; and

WHEREAS, this day was established to honor the brave military service members dedicated to preserving and protecting the United States, and to commemorate the signing of the Armistice agreement between the Allies and Germany, which formally ended the major hostilities of World War I on the 11th hour of the 11th day of the 11th month in 1918; and

WHEREAS, in 1954, President Dwight Eisenhower signed a law designating the 11th of each November as Veterans Day; and

WHEREAS, each Veterans Day we pay tribute to our wounded, our missing, our fallen, and their families – men and women who have known the true costs of conflict and deserve our deepest respect, now and forever; and

WHEREAS, on Veterans Day let us remember our solemn obligations to our veterans, and recommit to upholding the enduring principles that our country lives for, and that our fellow citizens have fought and died for;

NOW, THEREFORE, on behalf of the Plymouth Township Board of Trustees I encourage the community to recognize Veterans Day and pay tribute to the men and women who have worn the uniform of the United States Armed Forces, and commemorate the patriots who have risked their lives to preserve the liberty of our Nation, the families who support them, and the heroes no longer with us.



IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the Charter Township of Plymouth to be affixed this twenty-second day of October 2013.

Richard M. Reaume

RICHARD M. REAUME, Supervisor
Charter Township of Plymouth

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
SPECIAL MEETING
TUESDAY, OCTOBER 15, 2013
6:00 p.m.**

Supervisor Reaume called the meeting to order at 6:02 p.m.

MEMBERS PRESENT: Richard Reaume, Supervisor
Nancy Conzelman, Clerk

Robert Doroshewitz, Trustee
Ron Edwards, Treasurer
Michael Kelly, Trustee

ABSENT: Kay Arnold, Trustee, Excused
Charles Curmi, Trustee, Arrived 6:04

OTHERS PRESENT: Mark Wendel, Fire Chief
Alice Geletzke, Recording Secretary
Amy Hammye, Deputy Treasurer
4 Members of the public

D. CLOSED SESSION

At 6:03 p.m., Ms. Conzelman moved that a closed session be called for the following purposes:

Attorney Opinion and Pending Litigation

This is a permissible purpose under Michigan's Open Meetings Act, Public Act No. 267, Article 15.268, Section 8, Paragraphs (e). Seconded by Mr. Kelly. Ayes all on a roll call vote.

At 7:26 p.m., Mr. Kelly moved to return to open session, seconded by Mr. Curmi. Ayes all on a roll call vote.

E. APPROVAL OF AGENDA

Special Meeting - Tuesday, October 15, 2013

Moved by Mr. Edwards and seconded by Ms. Conzelman to approve the agenda for the Board of Trustees special meeting of October 15, 2013 as presented. Ayes all.

F. APPROVAL OF CONSENT AGENDA

E.1 Approval of Minutes:
BOT Minutes Regular Meeting October 8, 2013

Ms. Conzelman noted the correction on Page 4, adding the words "emergency services collections" to the paragraph just above Item K, Public Comments, in the minutes of October 8,

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
SPECIAL MEETING
TUESDAY, OCTOBER 15, 2013
6:00 p.m.**

2013. She then moved to approve the consent agenda for the Board of Trustees special meeting of October 15, 2013 as presented. Seconded by Mr. Edwards. Ayes all.

G. WORK SESSION

Review of 2014 General Fund Budget

Chief Mark Wendel gave a presentation about the Fire Department. Among the items discussed were staffing, organizational structure, response time, stations, equipment, training, and the SAFER grant. Also included in the presentation were his recommendations regarding staffing increases and equipment replacements.

Mr. Edwards then reviewed other General Fund budgets with Board members.

Mr. Reaume brought up the need for replacing two Building Department vehicles, one as the result of an accident and the other because of its age and condition.

H. PUBLIC COMMENTS – There were none.

J. ADJOURNMENT

Moved by Mr. Edwards and seconded by Mr. Curmi to adjourn the meeting at 9:57 p.m. Ayes all.

Nancy Conzelman, Township Clerk

PLEASE TAKE NOTE: The Charter Township of Plymouth will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at all Township Meetings, to individuals with disabilities at the Meetings/Hearings upon two weeks notice to the Charter Township of Plymouth by writing or calling the following: Human Resource Office, 9955 N Haggerty Road, Plymouth, MI 48170. Phone number (734) 354-3202 TDD units: 1-800-649-3777 (Michigan Relay Services)



October 10, 2013

Nancy Conzelman, Clerk
Township of Plymouth
9955 N. Haggerty Rd
Plymouth, MI 48170

Dear Ms. Conzelman:

Having completed our digital network enhancement to an all-digital system, on or shortly after November 14, 2013 we will begin encrypting our Limited Basic service in your area. Encryption has a number of consumer benefits; including the reduced need for home service calls and the enhanced security of our network by reducing service theft that impacts our customers' service experience.

When Limited Basic service is encrypted, all XFINITY Video customers will need equipment supplied by Comcast connected to each television in order to continue receiving services.

- A customer that has a set-top box, digital adapter, or a retail CableCARD™ device connected to each TV will be unaffected by this change.
- A customer that is currently receiving Comcast's Limited Basic service on any TV *without* equipment supplied by Comcast will lose the ability to view any channels on that TV. These customers will be entitled to receive equipment at no additional charge or service fee for a limited period of time. The number and type of devices the customer is entitled to receive, and for how long, will vary depending on the customer's situation.

Enclosed please find a sample of the customer notice that the FCC requires be sent to customers regarding encryption and the availability of devices at no additional charge or service fee. You'll note that we have established a special toll free number and website so that our customers can learn more about the equipment offer and eligibility.

In addition, the encryption of our Limited Basic service will impact those accounts receiving courtesy services. Courtesy accounts are entitled to receive up to three digital devices at no additional monthly charge, including those they may have previously received as part of our digital network enhancement to an all-digital platform. A sample of the courtesy notice to be received by these accounts is enclosed.

As always, if you have any questions or concerns regarding this program, or any other matter, please feel free to contact me at 734-254-1888.

Sincerely,

Frederick G. Eaton
Senior Manager, Government Affairs
Comcast, Heartland Region
41112 Concept Drive
Plymouth, MI 48170

Enclosures

RECEIVED

OCT 15 2013

**PLYMOUTH TWP
CLERK'S OFFICE**



If you receive XFINITY® TV service on any TVs in your home without Comcast equipment, please review this information.

Sample A. Sample
Apt 1-A
123 Anystreet
Anytown US 12345

*****BARCODE*****

For service at:
[123 Street Name]
[City, State 12345]

On November 14, 2013, Comcast will start encrypting Limited Basic service on your cable system.

.....

If you have a set-top box, digital adapter (DTA) or retail CableCARD™ device connected to each of your TVs, you will be unaffected by this change. However, if you are currently receiving Comcast's Limited Basic service on any TV **without** equipment supplied by Comcast, you will lose the ability to view any channels on that TV.

If you are affected, you should contact Comcast at 1-855-860-8989 to arrange for the equipment you need to continue receiving your services. In such case, you are entitled to receive equipment at no additional charge or service fee for a limited period of time. The number and type of devices you are entitled to receive, and for how long, will vary depending on your situation:

- If you are a Limited Basic customer and receive the service on your TV without Comcast-supplied equipment, you are entitled to up to two devices for two years (five years if you also receive Medicaid).
- If you subscribe to a higher level of service and receive Limited Basic service on a secondary TV without Comcast-supplied equipment, you are entitled to one device for one year.

You can learn more about this equipment offer and eligibility at comcast.com/digitaladapterinfo or by calling 1-855-860-8989. To qualify for any equipment at no additional charge or service fee, you must request your equipment between October 15, 2013 and March 14, 2014 and satisfy all other eligibility requirements.

To order equipment, or for more information, call 1-855-860-8989 or visit comcast.com/digitaladapterinfo.





IMPORTANT INFORMATION ABOUT YOUR COURTESY VIDEO SERVICES

Sample A. Sample
Apt 1-A
123 Anystreet
Anytown US 12345

*****BARCODE*****

For service at:
[123 Street Name]
[City, State 12345]

On November 14, 2013, Comcast will begin encrypting Limited Basic service on the cable system in your community.

TVs connected to a set-top box, digital adapter (DTA) or retail CableCARD™ device will be unaffected by this change. However, if you have any TVs that are currently receiving Comcast's Limited Basic service without equipment supplied by Comcast, you will lose the ability to view any channels on those TVs.

If you are affected, you should contact Comcast at the number below to arrange for the equipment you will need to continue receiving services. We will provide you with up to three digital devices (including those you may already have on your account) at no additional charge. Please know that if you choose not to take a digital device for any TV, you will not receive Comcast service on that TV. If you request more than the three digital devices mentioned above, you will incur a monthly charge of \$1.99 per additional DTA and a monthly equipment charge of no more than \$1.50 for each additional CableCARD™ in the same retail device.

For more information or to obtain your digital equipment, please call [region's designated courtesy account telephone number] and reference this letter.

Sincerely,

[Name]
[GA Title]



**CHARTER TOWNSHIP OF PLYMOUTH
STAFF REQUEST FOR BOARD ACTION**

Meeting Date: October 22, 2013

ITEM: Request from DADCO, Inc., for a twelve (12) year Industrial Facilities
Tax Exemption Certificate
Resolution Number 2013-10-22-39

BRIEF: This is for Personal Property and Improvements to Real Property

ACTION: Approve

DEPARTMENT/PRESENTER(S): Nancy Conzelman, Township Clerk

BACKGROUND: See attachments

BUDGET/TIME LINE: N/A

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve Resolution Number 2013-10-22-39 for
DADCO, Inc., for a twelve (12) year Industrial Facility Tax
Exemption Certificate for improvements to their facility located
at 43850 Plymouth Oaks Blvd., Plymouth Township, Wayne
County, Michigan

RECOMMENDATION: Moved by _____ Seconded by _____

VOTE: KA _____ NC _____ CC _____ BD _____ RE _____ MK _____ RR _____

MOTION CARRIED _____ MOTION DEFEATED _____

**STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH**

INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE

RESOLUTION NUMBER 2013-10-22-39

At a regular meeting of the Charter Township of Plymouth Board of Trustees, Wayne County, Michigan, held at the Township Hall located at 9955 N. Haggerty Road, Plymouth, Michigan on October 22, 2013 at 7:00 p.m.

- WHEREAS, pursuant to P.A. 198 of 1974, as amended, after a duly noticed public hearing held on July 17, 1990, the Board of Trustees of the Charter Township of Plymouth, by resolution, established an Industrial Development District for Plymouth Oaks Business Park, Plymouth Township, Wayne County, Michigan; and
- WHEREAS, DADCO, Inc., filed an application on September 27, 2013, requesting a twelve (12) year Industrial Facilities Tax Exemption Certificate, with respect to the cost of machinery, equipment, furniture, fixtures and real property improvements at the facility located at 43850 Plymouth Oaks Blvd., Plymouth, MI, and
- WHEREAS, before acting on said application, the Board of Trustees held a public hearing on Tuesday, October 22, 2013, in the Town Hall at the Charter Township of Plymouth, 9955 N. Haggerty Road, Plymouth, MI, commencing at 7:00 p.m., of which hearing the applicant, the assessor, and representatives of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and
- WHEREAS, commencement of the restoration, replacement, or construction at this facility had not begun earlier than six (6) months before September 27, 2013, the date of acceptance of the application for the Industrial Facilities Tax Exemption Certificate; and
- WHEREAS, the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the Charter Township of Plymouth; and
- WHEREAS, the SEV of property proposed to be exempt pursuant to this application together with the aggregate SEV of property exempt under certificates previously granted and currently in force, does not exceed 5% of the SEV of Plymouth Township; and
- WHEREAS, DADCO, Inc., and the Charter Township of Plymouth have entered into a written agreement as required by section 22 of Public Act 198 of the Public Acts of 1974;

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board of Trustees, finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of Public Acts of 1974, as amended, and Act No. 255 of the Public Acts of 1978, as amended, shall not have the effect of substantially impeding the operation of the Charter Township of Plymouth, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the Charter Township of Plymouth.
2. The application of DADCO, Inc., for an Industrial Facilities Tax Exemption Certificate with respect to the costs of machinery, equipment, furniture, fixtures and improvements to real property at the facility situated on the following described parcel of real property situation within an Industrial Development District to wit:
43850 Plymouth Oaks Blvd.
Plymouth Township, Michigan
be and the same is approved.
3. The Industrial Facilities Tax Exemption Certificate, when issued, shall be and remain in effect for a period of twelve (12) years, after completion, in accordance with Township requirements and applicable statutory provisions found in Public Act 198 of the Public Acts of 1974.

Present: [Arnold, Conzelman, Curmi, Doroshewitz, Edwards, Kelly, Reaume]

Absent: [None]

Motion:

Support:

Roll Call Vote

Ayes:

Nays:

Adopted: [Regular Meeting of the Board of Trustees on October 22, 2013]

I, Nancy C. Conzelman, Clerk of the Charter Township of Plymouth, Wayne County, State of Michigan, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Charter Township of Plymouth Board of Trustees at their Regular Meeting held on October 22, 2013, the original of which is on file in my office.

Nancy C. Conzelman, Clerk
Charter Township of Plymouth

World Headquarters
43850 Plymouth Oaks Blvd.
Plymouth, Michigan 48170 USA
Phone: (734) 207-1100
1-800-DADCO-USA • (800) 323-2687
Fax: (734) 207-2222
<http://www.dadco.net>

September 27, 2013

Ms. Nancy Conzelman
Township Clerk
Charter Township of Plymouth
9955 North Haggerty Road
Plymouth, MI 48170-4673

Re: Application for an Industrial Facilities Exemption Certificate

Dear Nancy,

We have enclosed an original and four copies of an Application for an Industrial Facilities Exemption Certificate along with a check for \$1,500.00 to cover the filing fees.

The Application outlines our latest project: three small additions to our building which will provide us with 15,748 sq. ft. of expanded manufacturing space and investment in equipment which will allow us to improve the efficiency of our manufacturing processes and thus to better compete in our industry now and in the future. We will be able to maintain our current year-round employee count at 116. The total estimated cost of all machinery and equipment is \$8,941,048.

We respectfully request that the Township Board of Trustees sets October 8, 2013 as the date for a public hearing and Board consideration of our application.

I will be attending this Board meeting and will be prepared to answer any questions that the Board may have then. In the interim, if you have any questions or need additional information, please contact me at 734-207-3256.

Very truly yours,



Mary Watkins Pew,
Controller

Enclosures

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Amy Couglman</i>	Date received by Local Unit <i>September 27, 2013</i>
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION
All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) DADCO, Inc.	▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 333995, 332912, 333514	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 43850 Plymouth Oaks Blvd., Plymouth, MI 48170	▶ 1d. City/Township/Village (indicate which) Township	▶ 1e. County Wayne
▶ 2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9))	▶ 3a. School District where facility is located Plymouth/Canton	▶ 3b. School Code 82100
		4. Amount of years requested for exemption (1-12 Years) 12 years

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

See Attachment 2

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun. See Attach 9	▶ <u>\$1,750,000.00</u> Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▶ <u>\$7,191,048.00</u> Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▶ <u>\$8,941,048.00</u> Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements ▶	8/16/13	2/12/14	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶	4/2/13	10/8/15	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

▶ 9. No. of existing jobs at this facility that will be retained as a result of this project 116	▶ 10. No. of new jobs at this facility expected to create within 2 years of completion 0
---	---

11. Rehabilitation applications only. Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	_____
b. TV of Personal Property (excluding inventory)	_____
c. Total TV	_____

▶ 12a. Check the type of District the facility is located in:

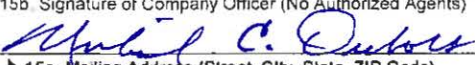
Industrial Development District Plant Rehabilitation District

▶ 12b. Date district was established by local government unit (contact local unit) 7/17/90	▶ 12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.


13a. Preparer Name Mary W. Pew	13b. Telephone Number (734) 207-3256	13c. Fax Number (734) 207-3286	13d. E-mail Address mwp@dadco.net
14a. Name of Contact Person Mary W. Pew	14b. Telephone Number (734) 207-3256	14c. Fax Number (734) 207-3286	14d. E-mail Address mwp@dadco.net
▶ 15a. Name of Company Officer (No Authorized Agents) Michael C. Diebolt, President			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (734) 207-2222	15d. Date Sept 27, 2013
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 43850 Plymouth Oaks Blvd., Plymouth, MI 48170		15f. Telephone Number (734) 207-1000	15g. E-mail Address mcd@dadco.net

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code 82107	16d. School Code 82100
17 Name of Local Government Body Charter Township of Plymouth	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk 	19b. Name of Clerk Nancy C. Conzelman	19c. E-mail Address nconzelman@plymouthtwp.org
19d. Clerk's Mailing Address (Street, City, State, ZIP Code) 9955 N Haggerty Road, Plymouth, MI 48170-4673		
19e. Telephone Number (734) 354-3224	19f. Fax Number (734) 454-1643	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

List of Attachments Appended to IFTE Application

1. Legal Description
2. Capital Equipment Purchases
3. Affidavit of Date on which Real and Personal Property Installation Commenced
4. Lease
5. a.) and b.) Public Hearing Notice to establish Industrial Development District
6. Township Resolution no. 90-07-17-18 establishing the Plymouth Oaks Business Park Industrial Development District
7. Letter of Agreement between Township and DADCO, Inc.
8. Description of Business and Operations
9. Building Permit

Attachment 1

Legal Description

Property located in the Township of Plymouth, Wayne County, Michigan, described as Lots 10 and 11, Plymouth Oaks Business Park, according to the plat thereof as recorded in Liber 104, pages 14-20, Wayne County Records containing approximately 12.42 acres of land and improvements thereon.

Commonly known as: 43850 Plymouth Oaks Boulevard

Tax Parcel Identification Number: R-78-016-02-0010-300

Attachment 2

List of All Capital Equipment

Description	Date of Acquisition	Actual Cost
8' x 40' steel storage Container	4/2/2013	7,580
Addition to cantilever storage Racks	4/15/2013	6,327
Autodesk factory design software	4/1/2013	6,559
FDHT 1500 Digital Hand Tester 1500 lb. 36"	4/8/2013	8,659
FDHT 1500 Digital Hand Tester 750 lb. 18"	4/8/2013	6,363
Mokon Mini-therm Circulate H2O System	4/6/2013	2,184
Lenox L Connection Control System for HVAC	5/23/2013	10,500
Richo Aficio SP 6330N B/W Laser Printer	5/28/2013	850
Gas Booster for nitrogen system	5/15/2013	6,005
Arburg 270S 400-170 All-Rounder	5/20/2013	86,565
2 Workbenches (plastic dept)	6/10/2013	1,860
"Quality" Dept -- office relocation	7/23/2013	26,592
Quality Office Modification & Relocation	7/23/2013	26,592
Conair ECA3 3-ton air-cooled Chiller	7/23/2013	9,344
Renishaw Radio Lathe Probe RLP40NS	7/31/2013	16,200
Mitutoyo 12" Heightmatic 574 Gauge	7/26/2013	4,386
Quality Office Sprinkler System	8/8/2013	4,670
Steel Bench (30" x 96")	8/3/2013	1,320
Mitutoyo 18" Height Gauge	8/28/2013	4,400
Doosan TT1800SY turning center machine	8/30/2013	435,569
Kardex Remstar 500XP Vertical Lift	8/28/2013	82,820
Fire supression system re high temperatures	8/5/2013	8,072
2 QC AS40 End Drive Conveyors 8" x 48"	4/2/2013	5,814
2 NR.32.40 Pneumatic Toggle Presses	4/29/2013	8,410
3 NR.32.40 Pneumatic Toggle Presses w/ contro	5/28/2013	12,531
2 Pulse Nutsetter Torque Tools	5/28/2013	3,928
Dri-Air Arid-X 25 Floor Mount Dryer & Hopper	5/28/2013	6,265
2 Von Ruden live tooling DT10211500521	7/31/2013	10,214
13 Mistbusters MB 850	8/27/2013	27,339
2 Ultrasonic Weld Testers	8/3/2013	8,258
SG-BR Micro Assy Machine for C.090 AND C.180	9/20/2013	17,023
Hydraulic rod removal fixture/Rod dis-assembly station for la		5,793
Faceplate(s) & vices permitting multiple machining of parts		3,185
2-Stage Ejection Cavity Mold Box		10,000
Vertical filling station for SCR series	1/29/2013	1,847
Snap ring rivet press modification & Rivet die for assy pre	1/30/2013	2,300
Fork-lift/hi-lo		40,000
Machine Accessories for new TT1800SY lathe		12,510
Remstar used trays	8/28/2013	6,525

Attachment 2

List of All Capital Equipment

Description	Date of Acquisition	Actual Cost
Robotic finishing & polishing system		1,700,000
Mist collector for robotic finishing & polishing system		50,000
2 Semi-automatic Gas Tungsten Arc Welding machines		600,000
2 Semi-automatic Gas Metal Arc Welding machines		600,000
4 Remstar vertical storage units		300,000
Load cell & Processing equipment		183,000
Automation equip. for fill, load cell, and laser marking of ga		650,000
3 CNC lathes		1,400,000
Load Cells		40,000
Telescoping walk-behind stacker		15,000
Parts washer		150,000
Waste water pre-treatment processing station		30,175
Light Fixtures for plant		38,942
Re-piping of Chillers in Plastics Dept		2,635
Remodeling of Receiving Dept area		10,290
Optical Comparator		51,560
Tables (for inspection in Receiving Dept)		1,583
4 benches and assembly machines + controls + retrofit of 3 e		100,000
Test machine to comply with European Pressure Equip. Direc		100,000
Conveyor equipment: added lines and expansion		120,000
Horizontal Band Saw		5,000
Portable crane (Shipping Dept)		1,700
8' x 40' steel storage Container	8/27/2013	5,830
Estimated Cost of 3 additions to the manufacturing area		1,750,000
Concrete pad for relocaton of liquified gas tan	9/18/2013	14,600
HVACs for 3 additions		66,306
Self-dumping steel Hopper	9/5/2013	2,256
4 Bearing Presses & related tooling	8/9/2013	6,812
Equipment Value -- Requested Tax Abatement:		8,941,048

Attachment 3

Affidavit

I, Michael C. Diebolt, President of DADCO, Inc. being duly sworn, depose and say on behalf of DADCO, Inc. as follows:

That I am the President of DADCO, Inc.

That on September 27, 2013 DADCO, Inc. filed an Application for Industrial Facilities Exemption Certificate (the "Application") with the Plymouth Township Clerk's office with respect to a project consisting of the construction of three (3) additions to the existing building and the further equipping of its manufacturing facility located at 43850 Plymouth Oaks Boulevard in Plymouth Township, Michigan.

That installation of the equipment commenced on or about April 1, 2013 and the real property improvements began after August 16, 2013.

DADCO, Inc.

Michael C. Diebolt
President

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

On the 27th day of September, 2013, Michael C. Diebolt, President of DADCO, Inc., a Michigan corporation, personally appeared before me and on behalf of said corporation, acknowledged the foregoing Affidavit.

Mary Watkins Pew, Notary Public
Oakland County, Michigan (acting in Wayne County)
My Commission expires on July 19, 2017

MARY WATKINS PEW
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jul 19, 2017
ACTING IN COUNTY OF WAYNE

Attachment 4

LEASE AGREEMENT

BETWEEN

**RICHARDS DEVELOPMENT,
LANDLORD**

AND

**DIEBOLT INTERNATIONAL, INC.,
TENANT**

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LEASE AGREEMENT

THIS LEASE, effective the 9th day of January, 1996, by and between Richards Development, a Michigan corporation ("Landlord"), and Diebolt International, Inc., a Michigan corporation ("Tenant").

For and in consideration of the covenants and agreements herein contained, Landlord and Tenant hereby agree as follows:

ARTICLE I

BASIC LEASE PROVISIONS

In addition to those terms defined elsewhere in this Lease, the following terms shall have the following meanings when used in this Lease:

1.1 **Premises.** The building ("Building") located in the City of Plymouth, Wayne County, Michigan, as more particularly described on Exhibit "A" attached hereto and made a part hereof, and all appurtenances thereto and other improvements now or hereafter located on that site (the "Premises").

1.2 **Term.** Twenty (20) years (the "Term"), beginning on January 9, 1996 and ending on January 9, 2016.

1.3 **Base Rent.** The base rent ("Base Rent") during the Term shall be Forty-Seven Thousand and 00/100 (\$47,000.00) Dollars per month.

In the event of any conflict between this Article I and the balance of this Lease (including exhibits and riders), the latter shall control.

ARTICLE II

DEMISE OF PREMISES; TERM

2.1 **Demise.** Subject to and upon the terms, provisions and conditions hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the Term, the Premises.

2.2 **Term.** For the term of twenty (20) years, beginning the 9th day of January, 1996 and ending the 9th day of January, 2016.

ARTICLE III

USE

3.1 Tenant shall use and occupy the Premises for the operation of a office and manufacturing facility and for no other purpose. Without limiting the generality of the foregoing,

the Premises shall not be used for any activity or in any manner which is unlawful, disreputable or which would tend to lower the first-class character of the Premises. Tenant shall use the Premises in a careful, safe and proper manner. Tenant shall not commit waste nor suffer or permit waste to be committed in, on or about the Premises. Tenant shall comply with all laws, statutes, ordinances, rules, regulations and orders applicable to Tenant, the Premises and/or Tenant's business. Tenant shall conduct its business and control its employees, agents, invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb adjacent property owners.

Tenant shall not, without Landlord's prior written consent (which consent may be withheld in Landlord's sole discretion), erect any structures for storage upon or make any use of the roof of the Premises for any purpose, including satellite dishes or antennae. Tenant shall not store any materials or refuse outside of the Premises.

ARTICLE IV

RENT

4.1 **Base Rent.** So long as Tenant is not in default of any of its obligations hereunder, the Base Rent shall be payable by Tenant in monthly installments of Forty-Seven Thousand and 00/100 (\$47,000.00) Dollars, payable by Tenant in advance, on the first day of the Term and on the first day of each succeeding calendar month during the Term.

4.2 **Additional Rent.** Tenant shall pay Landlord such charges and other sums as are required by the terms of this Lease to be paid by Tenant to Landlord. Any such charges or sums shall be deemed to be additional rent and Landlord shall have all rights against Tenant for default in payment thereof as in the case of arrears of Base Rent.

4.3 **Payment.** All Base Rent and additional rent shall be paid without notice (except as expressly provided herein), demand, setoff or deduction, in lawful money of the United States of America, at Landlord's address as set forth on at Article XXXII or at such other place as Landlord may from time to time designate in writing. Base Rent and additional rent are sometimes referred to in this Lease collectively as "Rent."

4.4 **Late Charges; Interest.** Tenant hereby acknowledges that late payment by Tenant to Landlord of Base Rent or additional rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any mortgage and/or land contract covering the Premises. Accordingly, if any Base Rent or additional rent shall not be received by Landlord when due, then Tenant shall pay to Landlord a late charge equal to five (5%) percent of the overdue amount. The parties hereby agree that any late charges represent a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by Tenant. Acceptance of any late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. If Tenant neglects or fails to pay any amount payable under this Lease when due (including Base Rent), Tenant shall additionally pay an interest charge on the unpaid balance (excluding the late charge) at an annual rate equal to the

annual interest rate announced publicly from time to time by First of America Bank - Michigan, N.A. as its "prime rate", but not in excess of the maximum rate permitted by law. Landlord may apply all or any part of subsequent payments of Base Rent to any accrued and unpaid late charges or interest.

ARTICLE V

OPERATING EXPENSES

5.1 Tenant's Obligation. During the Term, Tenant shall pay all operating expenses ("Operating Expenses").

5.2 Operating Expenses Defined. As used in this Lease, "Operating Expenses" shall mean any and all costs, charges, expenses and disbursements of every kind and nature which shall be paid or become payable because of or in connection with the ownership, operation, management, maintenance and repair of the Premises, computed on the accrual basis and in accordance with the terms of this Lease, including, but not limited to, the cost or charges for the following items: heat; air conditioning; light; water; power, steam and fuel; water disposal; janitorial services; security services (if any); window cleaning; building supplies; equipment and tools (or rental charges therefor if the same are rented); service agreements on equipment; insurance (including, but not limited to, the cost of property, rental value and liability insurance); licenses, permits and inspections; the cost of compliance with any fire safety or other governmental rule or regulation imposed upon Landlord with respect to the Premises; accounting and legal expenses; management fees; depreciation on personal property provided by Landlord for use in or for the operation of the Premises; interior and exterior maintenance and repair of the Premises and its heating, air conditioning, plumbing, mechanical, electrical and other systems; costs of making any structural repairs or capital improvements (including replacements) to the Premises, after the date the Premises was first occupied by Tenant, required to conform to changes after such date with respect to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction over the Premises; all general and special real estate taxes, special assessments, assessments for improvements, special district or improvement district assessments, water taxes, sewer taxes, gross rents taxes and all other taxes, charges, rates, levies and assessments of whatever nature levied, assessed or collected by any governmental or quasi-governmental authority (whether now existing or hereafter created) such as a metropolitan district or water and sanitation district, upon or with respect to the Premises or Landlord's ownership or operation thereof; all taxes or charges imposed in lieu of (or in lieu of any increases in) any such taxes, all of Landlord's expenses incurred in any effort to minimize such taxes, sales, use and other similar taxes and Landlord's taxes with respect to the Premises, and all costs and expenses of contesting the amount or validity of any tax. Landlord shall provide Tenant with copies of all statements relating to the foregoing taxes when and as received by Landlord or shall arrange for such statements to be delivered directly to Tenant by the appropriate governmental or quasi-governmental agencies. If any refund shall be due from any taxing authority with respect to any tax or assessments paid by Tenant, such refund shall be paid over to or retained by Tenant only if no event of default shall have occurred hereunder. Landlord and Tenant shall, upon request of the other, provide such data as is maintained by the party to whom the request is made with respect to the Premises as may be necessary to prepare any required returns and reports. Not less than ten (10) days prior to the date set by law for the payment of taxes or assessments affecting the Premises or the actual payment of such taxes or assessments, if earlier,

Tenant shall mail to Landlord, postage prepaid at Landlord's address, a copy of the paid receipt or other satisfactory evidence of payment of such taxes or assessments. If Landlord shall pay any Operating Expenses (such as taxes), Tenant shall reimburse Landlord promptly upon demand with interest as required by Section 4.4 above. If the Term commences after the beginning of or expires before the end of a calendar year, Operating Expenses under this Article shall be adjusted proportionately on a daily basis, and the obligation to pay such amount shall survive the expiration or earlier termination of this Lease.

5.3 Tenant's Taxes. Tenant shall pay before delinquency any and all taxes, assessments, license taxes, fees and other charges levied, assessed or imposed and which become payable during the Term upon Tenant's operations at, occupancy of or conduct of business at the Premises or upon Tenant's leasehold improvements, equipment, furniture, appliances, trade fixtures and any other personal property of any kind installed or located at the Premises.

5.4 Net Lease. It is the intention of the parties that all Rent shall be paid absolutely net to Landlord, so that this Lease shall yield to Landlord the full amount of the installments of Base Rent and other additional rent throughout the Term.

ARTICLE VI

QUIET ENJOYMENT

6.1 Landlord covenants and agrees with Tenant that upon Tenant paying the Base Rent and all additional rent due under this Lease and observing and performing all the terms, covenants and conditions of this Lease to be observed and performed by Tenant, Tenant may peaceably and quietly enjoy the Premises subject, nevertheless, to the terms and conditions of this Lease, and subordinate to the underlying leases, and other matters set forth herein.

ARTICLE VII

ACCEPTANCE OF PREMISES

7.1 Upon taking possession of the Premises, Tenant acknowledges and it shall be conclusively established against Tenant that the Premises were in good and satisfactory order, condition and repair when possession was taken, and that Landlord has complied with all and is not in breach of any of its obligations under this Lease. Landlord shall not be responsible to prevent, or be liable for, and Tenant shall indemnify Landlord, its agents and employees against all liability or loss to Tenant, its agents, employees, contractors, invitees and visitors arising from theft, burglary or damage or injury to persons or property caused by persons provided or gaining access to the Premises.

ARTICLE VIII

UTILITY SERVICE

8.1 Tenant's Responsibility. Tenant shall at its sole cost and expense, supply or arrange for the supply of electricity, heat, water, air conditioning, air circulation or other utilities to the Premises. Tenant shall comply with all rules and regulations which Landlord

may reasonably establish for the proper functioning and protection of the air conditioning, heating, plumbing and other mechanical systems and Tenant shall in no event use same in any manner violative of any law or governmental regulation.

8.2 **Interruption Of Services.** Landlord shall not be liable to Tenant or any other person, for direct or consequential damage, or otherwise, for the failure of any person, firm or entity to supply any heat, air conditioning, elevator, janitor, lighting or other service, nor any failure of any air conditioning, heating, plumbing or other mechanical system utilized by Tenant. Landlord shall not be liable for damages to person or property or for injury to, or interruption of, business for any discontinuance permitted under this Article, nor shall such discontinuance in any way be construed as an eviction of Tenant or cause an abatement of Rent or operate to release Tenant from any of Tenant's obligations hereunder.

ARTICLE IX

ACCESS TO PREMISES

9.1 Landlord, its agents and employees shall have the right to enter the Premises at all times to examine them, to show them to interested parties such as prospective mortgagees, to post notices as Landlord deems necessary or desirable for the protection of Landlord or the Premises, to act in cases of emergency, to install, maintain, use, repair and replace unexposed utility lines, pipes, ducts, conduits, wires and the like in and through the Premises, and to make and perform such cleaning, maintenance, repairs, alterations, additions and adjustments to the Premises, its equipment and/or systems as may be required under this Lease or as Landlord may in its sole discretion deem necessary or desirable. Landlord may for those purposes bring and keep upon the Premises all necessary materials, supplies and equipment, without the same constituting an eviction of Tenant in whole or in part or entitling Tenant to any abatement of Rent or damages, by reason of loss or interruption of business, or otherwise, nor shall the same affect Tenant's obligations under this Lease in any manner whatsoever. If Tenant shall not be present to provide access to the Premises to Landlord, Landlord may gain entry in an emergency by any means (including breaking any doors or windows), without rendering Landlord, its agents or employees liable therefor or for any damages caused as a result thereof. In exercising its rights under this Article and Article XII below, Landlord shall use reasonable efforts, without the payment of any overtime or premium, to minimize any interference with Tenant's use of the Premises.

ARTICLE X

ALTERATIONS BY TENANT

10.1 Tenant shall not make or allow any alterations, installations, additions or improvements in or to the Premises without Landlord's prior written consent, which consent may be withheld for any reason whatsoever in Landlord's sole discretion. Tenant understands and agrees that Landlord's consent, if granted, may be conditioned upon, among other things, Landlord's approval of plans and specifications, contractors, insurance, hours of construction and Landlord's receipt of adequate security (such as completion or payment and performance bonds) satisfactory to Landlord (in its sole discretion) to assure completion of the work and payment of all costs of the work. Tenant shall comply with all provisions of applicable law (including but

not limited to workers' compensation), and shall carry and maintain, or cause to be carried and maintained by its contractors, appropriate workers' compensation and public liability and property damage insurance, all in amounts, with companies and on forms satisfactory to Landlord, covering all alterations, additions and other work. Executed copies of policies of all insurance or certificates of insurance (together with copies of all endorsements required by this Lease) shall be delivered to Landlord not less than five (5) business days prior to commencement of any work and each policy shall provide or be endorsed to provide that it shall not be canceled, except upon five (5) days' prior written notice to Landlord. All work shall be performed in a good and workmanlike manner. Tenant shall pay Landlord, upon demand, all of Landlord's expenses incurred in connection with or on account of Tenant's work, whether for review of plans and specifications or inspection of connections to the Building's mechanical systems or otherwise, including, without limitation, architect's and engineer's fees, if any, and costs of employees, at Landlord's labor rates in effect from time to time, plus ten (10%) percent of those expenses incurred with respect to Landlord's coordination and overhead. All alterations, additions or improvements upon the Premises, including all paneling, partitions and the like, except Tenant's trade fixtures shall, unless otherwise agreed in writing at the time Landlord's consent is obtained or unless Landlord requests removal thereof, become immediately the property of Landlord, and shall remain upon, and be surrendered with the Premises, as a part thereof, at the end of the Term.

ARTICLE XI

MAINTENANCE AND REPAIRS

11.1 **Maintenance And Repairs.** Tenant, at its own cost and expense, shall maintain the Premises and every part thereof in good order and condition, performing all maintenance, repairs, restorations (whether ordinary or extraordinary) and replacements, including, without limitation, all mechanical, heating, air conditioning, plumbing, lighting, electrical and other systems, all floor and window coverings, structural roof, walls and foundations and landscaping, and all fixtures and appurtenances to the Premises, as and when needed to maintain them in good working order and condition, and regardless of whether the repairs, restorations and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or noncapital, or the fault or not the fault of Tenant, its agents, employees, invitees, visitors and contractors. All repairs, restorations, and replacements will be in quality and class equal to the original work or installations. If Tenant fails to do so, Landlord may, at its option, do so, and Tenant shall pay to Landlord as additional rent, upon demand, for all costs incurred plus ten (10%) percent thereof for overhead. In such event, Tenant shall not be entitled to any allowance, abatement, compensation or damages from Landlord, for diminution of rental value or for loss or interruption of business or otherwise.

11.2 **Maintenance Program.** Tenant shall provide and pay for a regular maintenance program for all mechanical, heating, air conditioning, electrical, fire alarm and detection equipment, boilers, transformers, generators, communication equipment, fire sprinkler, thermostats, control systems and other special equipment or systems (the "Equipment"). The maintenance program shall be performed by companies and or persons authorized, qualified, recommended or certified by the manufacturer of the Equipment, and shall be inspected in a manner and frequency as prescribed by the manufacturer of the Equipment to maintain all warranties and to keep that Equipment in good operating condition. Tenant shall timely furnish

Landlord with all written materials, including, but not limited to maintenance reports, received by Tenant from time to time in connection with or regarding the Equipment.

ARTICLE XII

MECHANICS' LIENS

12.1 Tenant shall pay or cause to be paid all costs and charges for work done by Tenant or caused to be done by Tenant in or to the Premises and for all materials furnished for or in connection with work done by Tenant or caused to be done by Tenant and/or materials furnished for or in connection with any work. Tenant hereby indemnifies and agrees to hold Landlord and the Premises free, clear and harmless of and from all mechanics' liens and claims of liens and all other liabilities, liens, claims and demands on account of work done by Tenant or caused to be done by Tenant and/or materials furnished for or in connection with any work. If any lien shall at any time be filed against the Premises, Tenant shall cause the lien to be discharged of record within ninety (90) days after the filing of the lien, whether by payment, posting of a statutory surety bond with the appropriate court or otherwise. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant shall pay and satisfy the claim at once. If Tenant shall fail to pay any charge for which a mechanics' lien has been filed, and the lien shall not have been discharged of record as described above, Landlord may, at its option, pay the charge and related costs and interest, and the amount so paid, together with reasonable attorney fees incurred in connection therewith, shall be immediately due from Tenant to Landlord. Nothing contained in this Lease shall be deemed the consent or agreement of Landlord to subject Landlord's interest in the Premises to liability under any mechanics' or other lien law. On the contrary (and notice is hereby given), the right and power to charge any lien or encumbrance of any kind against Landlord or its estate is hereby expressly denied. Prior to the commencement of any work (including, but not limited to, any maintenance, repairs, alterations, additions, improvements or installations) in or to the Premises by or for Tenant, Tenant shall give Landlord written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work.

ARTICLE XIII

FIRE OR OTHER CASUALTY

13.1 Tenant's Obligations To Repair Or Rebuild. If the Premises or any part thereof are damaged or destroyed by reason of fire or any other cause, Tenant will immediately notify Landlord. If the Building is damaged or destroyed by fire or any other cause, Tenant will promptly and diligently repair or rebuild the Building, at Tenant's expense, so as to make the Building at least equal in value to the value of the Building as existing immediately prior to the occurrence and as nearly similar to it in character as is practicable and reasonable. All proceeds payable by reason of any loss or damage to the Premises, or any portion thereof, under any policy of insurance required by Article XVI of this Lease and actually paid to Landlord shall be held in trust by Landlord in an interest-bearing account and shall be made available for reconstruction or repair, as the case may be, of any damage to or destruction of the Premises, or any portion thereof. Landlord will apply and make available to pay to Tenant the net proceeds of any fire or other casualty insurance paid to Landlord, after deduction of any costs of collection, including attorney fees, for all repairing or rebuilding as the same progresses.

Payments will be made against properly certified vouchers of a competent architect in charge of the work and approved by Landlord. The insurance proceeds made available to Tenant for the repairing or rebuilding of the Building shall be made available pursuant to a schedule of payments acceptable to Landlord, in its sole discretion, and in such proportion as the total net amount received by Landlord from insurers bears to the total estimated cost of the rebuilding or repairing. Before beginning any repairs or rebuilding, or letting any contracts in connection with any repairs or rebuilding, Tenant will submit for Landlord's approval complete and detailed plans and specifications for all repairs or rebuilding. Promptly after receiving Landlord's approval, if any, of those plans and specifications, Tenant will begin repairs or rebuilding and will complete the repairs and rebuilding with diligence. Tenant will obtain and deliver to Landlord a final certificate of occupancy before the Premises are reoccupied for any purpose. All repairs or rebuilding will be completed free and clear of mechanics' or other liens, and in accordance with the building codes and all applicable laws, ordinances, regulations, or orders of any state, municipal, or other public authority affecting the repairs or rebuilding, and also in accordance with all requirements of the insurance rating organization, or similar body, and of any liability insurance company insuring Landlord against liability for accidents related to the Premises. Any remaining proceeds of insurance after full restoration will be Landlord's sole property.

13.2 Landlord's Right To Inspect And Approve. During the progress of any repairs or rebuilding, Landlord and its architects and engineers may, from time to time, inspect the Building and will be furnished by Tenant, if requested, with copies of all plans, shop drawings and specifications relating to any repairs or rebuilding. Tenant will keep all plans, shop drawings and specifications at the Building, and Landlord and its architects and engineers may examine them at all reasonable times. If, during any repairs or rebuilding, Landlord and its architects and engineers determine that the repairs or rebuilding are not being done in accordance with the approved plans and specifications, Landlord will give prompt notice in writing to Tenant, specifying in detail the particular deficiency, omission or other respect in which Landlord claims the repairs or rebuilding do not accord with the approved plans and specifications. Upon the receipt of any notice, Tenant will cause corrections to be made to any deficiencies, omissions or nonconformity. Tenant's obligations to supply insurance, according to Article XVI will be applicable to any repairs or rebuilding under this Section with the additional obligation that Tenant shall obtain builders' risk insurance covering the repairs or rebuilding in an amount satisfactory to Landlord. Any policy of builders' risk insurance shall comply with the requirements of Article XVI as to insurance policies in general.

13.3 Landlord's Architectural Fees. If the cost of repair or rebuilding will exceed thirty (30%) percent of the replacement value of the Building, the charges of any architect or engineer of Landlord employed to pass upon any plans and specifications and to supervise and approve any construction, or for any services rendered by any architect or engineer to Landlord as contemplated by any of the provisions of this Lease, will be paid by Tenant as a cost of the repair or rebuilding.

13.4 No Abatement Of Rent. Rent will not abate pending the repairs or rebuilding except to the extent to which Landlord receives a net sum as proceeds of any business interruption or rental value insurance, equivalent to all Rent reserved hereunder.

13.5 No Termination. Tenant hereby waives any statutory rights of termination that may arise by reason of any damage or destruction of Premises.

ARTICLE IX

EMINENT DOMAIN

14.1 If the entire Premises or as much thereof as shall render the balance untenable to be taken by right of eminent domain or sold under threat of the exercise of that right, the Term of this Lease shall at the election of Tenant terminate as of the date the condemning authority takes physical possession. Tenant shall pay all Rent due through the date of any termination of this Lease pursuant to this Article. In the event of any taking or sale whatsoever, all awards, damages and proceeds shall be distributed to Landlord. All awards, damages and proceeds shall belong to Landlord, and Tenant hereby assigns to Landlord the interest, if any, of Tenant in any awards, damages and proceeds. Notwithstanding the foregoing, Tenant shall have the right to claim and recover from the taking authority, but not from Landlord, any compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of (i) any and all costs or loss (including loss of business) to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures and equipment to a new location, or (ii) the taking of personal property and fixtures owned by Tenant.

ARTICLE XV

ASSIGNMENT AND SUBLETTING

15.1 Prohibition On Assignment And Subletting. Tenant shall not voluntarily, by operation of law or otherwise, assign, convey, mortgage, hypothecate, encumber or otherwise transfer this Lease or any interest herein or sublet all or any part of the Premises, or suffer or permit the Premises or any part thereof to be used by others (any and all of which hereinafter shall be referred to as a "transfer"), without the prior written consent of Landlord which may be withheld for any reason in its sole and absolute discretion. In no event shall Landlord consent to any sublease that provides for a rental based in whole or in part on the income or profits of the proposed sublessee. Any attempted transfer without Landlord's prior written consent shall be void and shall confer no rights upon any third person. Without limiting the generality of the foregoing, if Tenant is not a natural person, any change in the parties in control of Tenant on the date hereof, whether by sale of stock or other ownership interests, or otherwise, and any merger, dissolution, consolidation or other reorganization of Tenant shall be deemed a transfer and/or assignment subject to this Article. Every assignment of this Lease to which Landlord consents shall be only by an instrument in writing pursuant to which the assignee expressly agrees for the benefit of Landlord to assume, perform and observe all of Tenant's obligations under this Lease. Notwithstanding any permitted assignment, sublease or transfer, Tenant shall not be released from any, and shall perform all, obligations imposed upon it by this Lease.

15.2 Procedure For Obtaining Consent. Tenant shall make a written request to Landlord for consent to each transfer Tenant desires to make and shall submit in writing to Landlord: (i) the name of the proposed assignee, subtenant or other transferee; (ii) a copy of the proposed assignment, sublease or other transfer documents (which shall include a copy of this Lease as an exhibit thereto, together with the transferee's acknowledgment that it has received and read a copy of this Lease); (iii) a description of the nature of any proposed assignee's, subtenant's or other transferee's business to be conducted in the Premises; and (iv) all financial

and other information concerning the proposed assignee, subtenant or other transferee as Landlord may request including but not limited to federal and state income tax returns. After Landlord's receipt of the request and information, Landlord may, by written notice to Tenant, elect to: (1) consent to the proposed transfer; or (2) refuse to consent to the proposed transfer. If Landlord fails to respond in writing to Tenant's request within twenty (20) days after receipt of any request for consent, Landlord shall be deemed to have refused to consent to the proposed transfer.

15.3 **Excess Rent.** If any transfer shall occur (including, without limitation, any transfer by operation of law or pursuant to any bankruptcy law or proceeding) with or without Landlord's prior written consent, Tenant shall pay to Landlord, as additional rent, any excess rent or other premium on the assignment, sublease or other transfer (i.e., Tenant shall make such payment if the assignment, sublease or other transfer document provides that the assignee, subtenant or other transferee thereunder is to pay any amount in excess of the Base Rent and additional rent due under this Lease, whether that premium be in the form of an increased monthly or annual rental, a lump sum payment in consideration of the assignment, sublease or other transfer, or consideration of any other form). If any transfer shall occur, with or without Landlord's prior consent, Landlord may, after default by Tenant, collect Rent from the assignee, subtenant or other transferee, and apply the net amount collected to the Base Rent and additional rent herein reserved. No transfer or collection and no payment or collection of any additional rent pursuant to the first sentence of this Section shall be deemed a waiver of the provisions of this Article, or the acceptance of the assignee, subtenant or other transferee as the tenant hereof, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant contained in this Lease. The consent by Landlord to a transfer shall not relieve Tenant or any guarantors from primary liability hereunder (which shall be joint and several with any assignees, subtenants and other transferees) or from the obligation to obtain the express consent in writing of Landlord to any further transfer. In no event shall Landlord's enforcement of any provision of this Lease against any transferee be deemed a waiver of Landlord's right to enforce any provision of this Lease against Tenant or any other person.

ARTICLE XVI

INSURANCE

16.1 **Tenant's Sole Responsibility.** During the Term, Tenant shall at all times carry, at Tenant's sole expense, with insurance companies satisfactory to Landlord and licensed to do business in Michigan (and having at least a "B+" rating by Best Insurance Guide) and on forms satisfactory to Landlord: (i) comprehensive general liability insurance with a combined single limit for bodily injury and property damages of not less than Three Hundred Thousand and 00/100 (\$300,000.00) Dollars, insuring against any and all liability of Landlord and Tenant, including without limitation, contractual liability insurance covering the insuring provisions of this Lease and the performance by Tenant of the indemnity agreements set forth in this Lease; (ii) "all risk" insurance (including boiler and pressure vessel, machinery, sprinkler leakage and plate glass coverage) covering all buildings, improvements, equipment, fixtures, appliances, furniture, furnishings and personal property from time to time constructed, installed or placed in, on or upon the Premises in an amount not less than the full replacement cost with policy limits to be updated not less than annually; (iii) dram shop insurance; and (iv) business interruption insurance in an amount as will properly reimburse Tenant for losses attributable to Tenant's

inability to use the Premises and enable Tenant to continue all payments of Rent as provided in Article IV, covering risk of loss during the lesser of the first 18 months of reconstruction or the actual reconstruction period necessitated by the occurrence of any of the hazards required to be insured against under this Lease. Any policy proceeds from property insurance shall be used for the repair or replacement of the property damaged or destroyed unless this Lease is terminated pursuant to Article XXIV.

16.2 Policies. All insurance policies shall name Landlord and those others as Landlord specifies from time to time as additional insureds as their interests may appear. Certificates of insurance evidencing all insurance required by this Lease shall be delivered to Landlord prior to Tenant's occupancy of the Premises and thereafter at least ten (10) days prior to the expiration of each policy. All insurance shall provide that Landlord and any other additional insured, although named as an insured, shall nevertheless be entitled to recover under those policies for any loss occasioned to it, its agents and employees notwithstanding the acts or omissions of Tenant. All policies shall provide that they may not be terminated or amended except after thirty (30) days' written notice thereof to Landlord and all other additional insureds. All insurance shall be written as primary policies, not contributing with and not in excess of coverage that Landlord may carry and shall not contain coinsurance provisions. No insurance required to be maintained by Tenant by this Section shall be subject to any deductible without Landlord's prior written consent.

16.3 Increased Risk. Tenant shall not do anything in or about the Premises which will in any way tend to increase the insurance rates on the Premises. Tenant shall pay as additional rent any increase in premiums for insurance to be carried by Landlord on the Premises resulting from the business carried on in the Premises by Tenant, whether or not Landlord has consented to the same.

16.4 Indemnity. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims, actions, damages, liability and expense, including attorneys' fees, in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises or the occupancy or use by Tenant of the Premises or any part thereof, or arising from or out of Tenant's failure to comply with Tenant's repair and maintenance obligations hereunder or occasioned wholly or in part by any act or omission of Tenant, its agents, permitted subtenants, contractors, employees, servants, customers, licensees, visitors or any other person entering the Premises under express or implied invitation of Tenant or any violation or non-performance of any law, ordinance, rule, regulation, order or governmental requirement of any kind. If Landlord shall be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold it harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred by Landlord in connection with such litigation. Tenant shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred in enforcing Tenant's covenants and agreements in this Lease.

16.5 Waiver Of Subrogation. Tenant does hereby waive, release and discharge Landlord, its officers, agents, employees or representatives of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualties for which insurance is required to be carried hereunder by Tenant at the time of such loss, damage or injury.

ARTICLE XVII

INDEMNITY

17.1 Indemnity By Tenant. Tenant shall neither hold nor attempt to hold Landlord, its employees or agents liable for and Tenant shall indemnify and hold harmless Landlord, its employees and agents from and against all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments and expenses (including, without limitation, attorney fees and disbursements) incurred in connection with or arising from: (i) any acts, omissions or negligence of Tenant, its agents, employees, contractors, subtenants, invitees or visitors or any violation or non-performance of any law, ordinance or governmental requirement of any kind or of any provision of this Lease by any of those persons; or (ii) any injury or damage to the person, property or business of Tenant, its agents, employees, contractors, invitees, visitors or any other person entering upon the Premises under express or implied invitation of Tenant.

17.2 Survival. Tenant's liability arising during the Term under the provisions of this Section shall survive the expiration or termination of this Lease.

ARTICLE XVIII

COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS

18.1 Tenant shall not use or occupy, or permit any portion of the Premises to be used or occupied, in violation of any law, ordinance, order, rule, regulation, certificate of occupancy or other governmental requirement or for any activity or in any manner deemed to be hazardous on account of fire or other hazards, or that would in any way violate, suspend, void or increase the rate of fire, liability of any other insurance of any kind at any time carried by Landlord. Any increase in the cost of any insurance attributable to Tenant's activities, property or improvements in the Premises or Tenant's failure to perform and observe its obligations under this Lease shall be payable by Tenant to Landlord, from time to time, on demand. Tenant, at its own expense, shall comply with all laws, ordinances, orders, rules, regulations and other governmental requirements relating to the use, condition or occupancy of the Premises, and all applicable protective covenants and all rules, orders, regulations and requirements of the board of fire underwriters, or any other similar body, having jurisdiction over the Premises.

ARTICLE XIX

END OF TERM

19.1 Upon expiration or other termination of the Term, Tenant shall promptly quit and surrender to Landlord the Premises, broom-clean, in good order and condition, ordinary wear and tear excepted. If Tenant has not at any time defaulted in any of its obligations hereunder, Tenant may remove from the Premises any trade fixtures and movable equipment and furniture owned by and placed therein by Tenant. Tenant shall fully repair any damage occasioned by the removal of any trade fixtures, equipment and furniture. All trade fixtures, equipment, furniture, inventory and effects not so removed shall conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account

therefor; and Tenant shall pay Landlord all expenses incurred in connection with the appropriation, sale, storage, destruction or disposal of that property, including, but not limited to, the cost of repairing any damage to the Premises caused by removal of that property. If Tenant shall surrender, vacate or abandon the Leased Premises and leave any personal property or fixtures on or about the Leased Premises, then such property and/or fixtures shall be deemed abandoned by Tenant and shall become the exclusive property of Landlord without any liability to Tenant therefor. Tenant hereby irrevocably appoints Landlord and any officer, director and/or agent of Landlord as Tenant's attorney in fact for the purpose of conveying, disposing of or otherwise dealing with such property. Tenant's obligation to observe and perform this covenant shall survive the expiration or other termination of this Lease.

ARTICLE XX

HOLDOVER

20.1 If Tenant or anyone claiming under Tenant shall remain or continue to be in possession of the Premises or any part thereof after the end of the Term without the express written consent of Landlord, Tenant shall be deemed to be illegally retaining possession and shall pay to Landlord on monthly basis during the entire holdover period, as liquidated damages for loss of use of the Premises, an amount equal to the monthly Rent (including all additional rent) payable with respect to the month immediately prior to the end of the Term, but in no event less than Thirty-Six Thousand Three Hundred Eighteen and 81/100 (\$36,318.81) Dollars per month. No holding over and no acceptance by Landlord of payments of liquidated damages as provided in this Article shall be construed to extend this Lease or to constitute Tenant a lawful tenant of the Premises on any basis whatsoever. In the event of any unauthorized holding over, Tenant shall also indemnify Landlord against all claims for damages by any person to whom Landlord may have leased all or any part of the Premises effective after the termination of this Lease. Any holding over with the express written consent of Landlord shall thereafter constitute this Lease a lease from month-to-month on all of the terms and conditions of this Lease reasonably applicable to a month-to-month tenancy, except that, unless otherwise agreed in writing by Landlord and Tenant, the monthly Rent for the Premises shall be an amount equal to the monthly Rent (including all additional rent) payable immediately prior to the end of the Term.

ARTICLE XXI

SUBORDINATION AND ATTORNMENT

21.1 This Lease, including the covenant of quiet enjoyment, is and shall be subject and subordinate to all ground and underlying leases, all mortgages, land contracts or other encumbrances, and any and all conditions, renewals, extensions, modifications, consolidations and replacements of any or all of the foregoing, now or hereafter affecting any leases or all or any portion of the Premises (except to the extent any such instrument shall expressly provide that this Lease is superior thereto). This clause shall be self-operative and no further instrument of subordination shall be required in order to effectuate it. Nevertheless, Tenant shall execute and deliver promptly any certificate or other assurance in confirmation of this subordination requested by any lessor, mortgagee, land contract vendor or by Landlord. In the event any proceedings are brought for default under any ground or underlying lease, for the foreclosure of any mortgage, land contract or other encumbrance, Tenant shall, upon request of the party succeeding

to the interest of Landlord as a result of any proceedings, automatically attorn to and become the tenant of that successor in interest without change in the terms of this Lease. Tenant shall on request by and without cost to Landlord or any successor in interest, execute and deliver any reasonable instruments confirming the attornment.

ARTICLE XXII

STATEMENT OF PERFORMANCE

22.1 Tenant shall, from time to time, within twenty (20) days after Landlord's request therefor, deliver to Landlord a statement in recordable form certifying that this Lease is in full force and effect; that this Lease is unmodified, or if modified, stating any modifications, that there are no defenses or offsets as are claimed by Tenant; that, to Tenant's knowledge, Landlord is not in default hereunder, and no events or conditions then exist which, with the passage of time, the giving of notice, or both, would constitute a default on Landlord's part, or specifying any defaults, events or conditions, if any are claimed, and specifying the date to which Rent has been paid; and specifying any further information about this Lease or the Premises that Landlord may request. Tenant agrees that these certificates may be relied upon by prospective purchasers, mortgagees or lessor of the Premises. Tenant's failure to deliver the requested certificate within twenty (20) days after request shall be a material default of Tenant and shall be conclusive upon Tenant that this Lease is in full force and effect without modification except as may be represented by Landlord and that there are no uncured defaults in Landlord's performance.

ARTICLE XXIII

DEFAULT

23.1 In addition to any other events or circumstances so identified in this Lease, the occurrence or existence of any one or more of the following events or circumstances shall constitute a material default hereunder by Tenant:

- A. Tenant shall fail to pay when first due any Base Rent or additional rent payable hereunder;
- B. Tenant shall vacate or abandon the Premises;
- C. Tenant shall default under any mortgage, security agreement or similar instrument secured by Tenant's leasehold interest or any property of Tenant located in, on or upon the Premises and shall fail to cure that default within any applicable cure periods provided by the applicable mortgage, security agreement or similar instrument;
- D. Tenant shall fail to perform or observe any provision of this Lease to be performed or observed by Tenant which cannot be cured by the payment of money, and such failure continues for thirty (30) days (or for that period, if any, as may be reasonably required to

cure that default if it is of a nature that it cannot be cured within a 30-day period, provided that Tenant commences to remedy the default within ten (10) days after such default first occurred and proceeds with diligence to cure the default);

- E. Tenant and/or any guarantor shall violate or be charged with the violation of any law, regulation or ordinance relating to Tenant's use or occupancy of the Premises;
- F. This Lease or the Premises or any part thereof shall be taken upon execution or by other process of law directed against Tenant, or shall be taken upon or subject to any attachment at the instance of any creditor of or claimant against Tenant, and that attachment shall not be discharged or disposed of within twenty (20) days after the levy thereof;
- G. Tenant or any guarantor of Tenant's obligations hereunder shall (i) admit in writing its inability to pay its debts generally as they become due, (ii) make an assignment of all or a substantial part of its property for the benefit of creditors, (iii) apply for or consent to or acquiesce in the appointment of a receiver, trustee or liquidator of Tenant or of all or a substantial part of Tenant's property or of the Premises or of Tenant's interest in this Lease, (iv) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or liquidation under any bankruptcy or insolvency law or an arrangement with creditors, or take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against Tenant in any bankruptcy, reorganization or insolvency proceedings, or (v) fail to provide to Landlord not less than ten (10) days prior written notice of Tenant's intent to seek the protection of the United States Bankruptcy Code, as such may be amended from time to time; or
- H. The entry of a court order, judgment or decree (including, by way of description, an Order for Relief) without the application, approval or consent of Tenant, approving a petition seeking the reorganization or liquidation of Tenant under any bankruptcy or insolvency law or appointing a receiver, trustee or liquidator of Tenant or of all or a substantial part of Tenant's property or of the Premises or of Tenant's interest in this Lease, or adjudicating Tenant a bankrupt or insolvent, and such other, judgment or decree shall not be vacated, set aside or dismissed within twenty (20) days from the date of entry.

ARTICLE XXIV

REMEDIES

24.1 Remedies: Not Exclusive. If Tenant shall default under this Lease as set forth in the immediately preceding Article, Landlord shall have the following rights and remedies in addition to all other remedies at law or equity, and none of the following, whether or not exercised by Landlord, shall preclude the exercise of any other right or remedy whether herein set forth or existing at law or equity:

24.2 Acceleration. Upon default, the entire unpaid balance of the Rent reserved under this Lease shall be immediately due and payable.

24.3 Right To Terminate. Landlord shall have the right to terminate this Lease by giving Tenant written notice at any time after default by Tenant and the failure to timely cure. No act by or on behalf of Landlord, such as entry of the Premises by Landlord to perform maintenance and repairs and efforts to relet the Premises, other than giving Tenant written notice of termination, shall terminate this Lease. Subject to the proviso below, if Landlord gives notice, this Lease and the Term as well as the right, title and interest of Tenant under this Lease shall wholly cease and expire in the same manner, and with the same force and effect (except as to Tenant's liability) on the date specified in that notice as if that date were the expiration date of the Term without the necessity of reentry or any other act on Landlord's part, any requirement for any other act or notice by Landlord being hereby waived by Tenant, and Tenant shall quit and surrender to Landlord the Premises as set forth in Article XIX; provided, however, that if this Lease is terminated, Tenant shall nevertheless be and remain liable to Landlord for damages as hereinafter provided and Landlord shall be entitled to recover forthwith from Tenant as damages an amount equal to the total of:

- A. **Accrued, Unpaid Rent.** All Base Rent, additional rent and other sums accrued and unpaid at the time of termination of this Lease, plus interest thereon at the rate provided in Section 24.5, below; and
- B. **Future Damages.** (i) The amount of Base Rent, additional rent and all other sums that would be payable hereunder if this Lease had not been terminated, less the net proceeds, if any, of any reletting of the Premises, after deducting all Landlord's reasonable expenses in connection with reletting including, but without limitation, repossession costs, brokerage commissions, legal expenses, attorney fees, repair costs, expenses of employees and expenses of preparation for reletting, which damages Tenant shall pay to Landlord on the days on which the Base Rent and other sums would have been payable if this Lease had not terminated, or, alternatively, at Landlord's option, (ii) the amount equal to the present value (discounted at the rate of seven (7%) percent per annum) of the balance of the Base Rent, additional rent and other sums payable for the remainder of the stated Term after the termination date, plus all of Landlord's expenses incurred in

reletting (or attempting to relet) the Premises, including, but without limitation, the expenses enumerated above; and

- C. Expenses. All of Landlord's expenses (including but not limited to attorneys' fees) incurred in repossessing the Premises and seeking the recovery of any other damages caused by Tenant's default.

24.4 Right To Re-Enter. If Landlord has provided Tenant prior written notice, Landlord may reenter and take possession of the Premises or any part thereof, and repossess the Premises as of Landlord's former estate and expel Tenant and those claiming through or under Tenant, and remove the effects of any and all persons (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or preceding breach of covenants. If Landlord elects to so reenter, or if Landlord takes possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may, from time to time, without terminating this Lease, relet the Premises or any part thereof for any term or terms and at any rental or rentals, and upon any other conditions as Landlord may in its reasonable discretion deem advisable, with the right to make alterations and repairs to the Premises. No reentry, repossession or reletting of the Premises by Landlord shall be construed as an election on Landlord's part to terminate Tenant's obligations under this Lease unless a written notice of termination is given to Tenant by Landlord, nor shall reentry, repossession or reletting of the Premises constitute forfeiture or termination of the obligations of Tenant to pay Rent hereunder. All such remedies shall be in addition to other remedies available to Landlord under the laws of the State of Michigan. Under no circumstances shall Tenant be relieved of its liability and obligations under this Lease, all of which shall survive reentry, repossession or reletting. In no event shall Tenant be entitled to receive the excess, if any, of net Rent collected by Landlord as a result of any reletting over the sums payable by Tenant to Landlord hereunder. If this Lease is terminated as a result of Landlord's actions in retaking possession of the Premises or otherwise, Landlord shall also be entitled to recover damages from Tenant as provided in Section 24.3, above.

24.5 Enforcement. Landlord shall have the right to recover from Tenant the rents and damages provided for above by suit or suits brought from time to time without Landlord being required to wait until the expiration of the Term, or if this Lease is terminated, the date on which the expiration would have occurred. Landlord may, but shall not be obligated to, cure, at any time, without notice, any default by Tenant under this Lease; and whenever Landlord elects, all costs and expenses incurred by Landlord in curing a default, including, without limitation, reasonable attorney fees, together with interest on the amount of costs and expenses incurred at the rate set forth herein shall be paid by Tenant to Landlord on demand, and shall be recoverable as additional rent. No payment or expenditure by Landlord shall be deemed a waiver of Tenant's default nor shall it affect any other remedy of Landlord by reason of any default. Any amount due from Tenant to Landlord under this Lease which is not paid when due shall bear interest at the rate equal to the annual interest rate announced publicly from time to time by the National Bank of Detroit as its prime rate plus three percentage points from the due date until paid, but the payment of any interest shall not excuse or cure any default by Tenant under this Lease. As used in this Lease, the terms "reenter," "reentry," "take possession," "repossesses" and "repossession" are not restricted to their technical legal meaning.

24.6 Bank Expenses. In the event that Tenant should deliver to Landlord any Rent or other payment due hereunder in the form of a check which, when presented for payment, is not paid or certified by the bank on which such payment is drawn, or any other bank in the collection process, Tenant shall pay to Landlord a fee of Twenty-Five and 00/100 (\$25.00) Dollars for costs and expenses incurred in re-depositing such check for payment. Such charges to Tenant shall be in addition to any and all other remedies of Landlord provided hereunder and Landlord shall have no duty whatsoever to re-deposit checks which do not clear any bank in the collection process. In addition, if Landlord should on more than one occasion receive payment from Tenant in the form of a check which is not honored by the banks for any reason whatsoever, Landlord shall have the right upon notice to Tenant to receive all further rental payments due and owing hereunder, for whatever reason, in the form of cash, money order, certified or cashier's check or other form of same-day funds. In addition, the submission by Tenant to Landlord of two or more checks in any 12-month period which are not honored upon presentment shall constitute a material default hereunder.

ARTICLE XXV

PARKING

25.1 Tenant shall have the exclusive right to use the paved parking areas adjacent to the Building, except that Landlord, its employees and contractors shall have the right to use the parking areas in connection with any repair or maintenance of the Premises.

ARTICLE XXVI

SIGNS

26.1 Tenant shall not install, place, inscribe, paint or otherwise attach any sign, advertisement, notice, marquee or awning on any part of the outside of the Premises (including any portion of the Premises fronting on any interior corridor or lobby) or on any part of the inside of the Premises which is visible from outside of the Premises or on any part of the Premises (including the outside walls and the roof), without the prior written consent of Landlord. Any permitted sign shall comply with the requirements of any governmental or quasi-governmental authority having jurisdiction over the Premises and Tenant shall be solely responsible for such compliance. Tenant shall, at its own expense, maintain in first-class condition all permitted signs and, at the expiration or termination of this Lease and upon request by Landlord, remove all such permitted signs and repair any damage caused by such removal. Landlord shall have the right to remove all non-permitted signs without notice to Tenant and at the expense of Tenant. Tenant's obligations under this Article shall survive the expiration or termination of this Lease.

ARTICLE XXVII

LANDLORD'S INABILITY TO PERFORM

27.1 This Lease and Tenant's obligations hereunder shall not be affected or excused because of Landlord's delay or failure to perform or comply with any of Landlord's obligations hereunder for reasons beyond the reasonable control of Landlord, including, without

limitation, strikes or other labor difficulties, inability to obtain necessary governmental permits and approvals (including building permits), war, riot, civil insurrection or governmental preemption in connection with a national emergency. Further, Landlord shall not be deemed to be in default in the performance of any of its obligations unless and until it has failed to perform its obligation within twenty (20) days after written notice from Tenant specifying Landlord's failure to perform; but if the nature of Landlord's obligation is such that more than twenty (20) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence performance within the 45-day period and diligently continues its performance. Tenant shall give each lessor or holder of a ground or underlying lease, mortgage, land contract or other encumbrance affecting any leases or the Building, by certified or registered mail, a copy of any notice of default served upon Landlord, provided that Tenant has been notified in writing of the address of any mortgagor, land contract vendor or has previously executed a statement of performance or subordination agreement in favor of a lessor or holder. Tenant further agrees that if Landlord fails to cure any default within the time provided above, then all of the lessors and holders shall have an additional ten (10) days within which to cure the default or if any default cannot be cured within that time, then any additional time as may be necessary if, within the ten (10) days, any lessor or holder has commenced and is diligently pursuing the remedies necessary to cure the default (including, but not limited to, prosecution of foreclosure proceedings, if necessary to effect the cure), during which time Tenant shall not exercise any right available to it on account of any default. However, no lessor or mortgagee shall be obligated to perform any of Landlord's obligations hereunder.

ARTICLE XXVIII

PAYMENTS AFTER TERMINATION

28.1 Except as provided by law, no payments of money by Tenant to Landlord after the termination of this Lease, in any manner, or after the giving of any notice by Landlord to Tenant, shall reinstate, continue or extend the term of this Lease or make ineffective any notice given to Tenant prior to the payment of that money. After the service of notice or the commencement of a suit or after final judgment granting Landlord possession of the Premises, Landlord may receive and collect any sums of Rent due or any other sums due under the terms of this Lease, and the payment of those sums of money, whether as Rent or otherwise, shall not make ineffective any notice, or in any manner affect any pending suit or any judgment theretofore obtained.

ARTICLE XIX

NO IMPLIED SURRENDER OR WAIVER

29.1 No provisions of this Lease shall be deemed to have been waived by Landlord unless the waiver is in writing signed by Landlord. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease or the rules and regulations hereafter adopted, if any, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of that breach. The failure of Landlord to enforce rules and regulations hereafter adopted, if any, against Tenant shall not be deemed a

waiver of any or all of those rules and regulations. No act or thing done by Landlord or Landlord's agents during the Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept any surrender shall be valid unless in writing signed by Landlord. No employees of Landlord or of Landlord's agents shall have any power to accept the keys of the Premises prior to the termination of this Lease. The delivery of keys to any employees of Landlord, or of Landlord's agents, shall not operate as a termination of this Lease or a surrender of the Premises. No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent due hereunder, shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept any check or payment without prejudice to Landlord's right to recover the balance of any Rent or pursue any other remedy available to Landlord. TIME IS OF THE ESSENCE HEREOF.

ARTICLE XXX

BANKRUPTCY OR OTHER DEBTOR PROCEEDINGS

30.1 **Assumption And Assignment.** In the event that an order for relief shall be entered with respect to Tenant in a proceeding brought by or against Tenant under the United States Bankruptcy Code and in the event that Tenant or its Trustee shall seek to assume or to assume and assign this Lease, Tenant shall provide adequate assurance of future performance by Tenant, its trustee or its assignee as required by 11 U.S.C. § 365(b)(3) (or any successor provision thereto) and, in addition thereto, Tenant shall provide to Landlord adequate assurance:

- A. That any Rent payable under this lease shall not decline substantially after the date of such assumption or assignment, as the case may be;
- B. Of the continued use of the Premises in accordance with the permitted use only, Tenant hereby acknowledges that only in the operating of such business for the permitted use may Landlord be adequately assured that assumption or assignment of this Lease will not result in a default by Tenant under this Lease;
- C. That the operation of the business in the Premises shall continue to be limited to the uses permitted by Article III above;
- D. Of the source of funds necessary to pay Tenant's monetary obligations under this Lease;
- E. Of the continuous operation of business in the Premises in strict accordance with the requirements of Section 3.1 hereof; and
- F. Of such other matters as Landlord may reasonably require at the time of such assumption or assignment.

Tenant agrees that the furnishing of assurances in accordance with the foregoing or as may be directed by a court of competent jurisdiction shall not be deemed to waive any of the covenants

or obligations of Tenant set forth in this Lease. In the event that any person assuming this Lease or taking the same by assignment shall desire to make alterations to the Premises, Landlord may further require adequate assurance, by lien and completion bond, cash deposit or such other means as Landlord may approve, of the source of payment for the estimated cost of any work to be performed in connection therewith, and that Landlord may require the delivery prior to the commencement thereof of waivers of lien from all contractors or subcontractors engaged to perform such alterations. Notwithstanding the foregoing, such alterations shall be subject in all respects to the rights and obligations of Landlord and Tenant set forth in Articles X, XI and XII.

Tenant stipulates that the foregoing constitutes minimum adequate assurance of future performance.

30.2 Insolvency. In the event that any court of competent jurisdiction shall under applicable law for the relief of debtors modify or delay the exercise by Landlord of any of the rights or remedies provided herein in the event of Tenant's default, Tenant stipulates that any right of continued occupancy by Tenant of the Premises shall be conditioned upon Tenant's curing all existing defaults under this Lease performing all obligations hereunder on a timely basis, and giving adequate assurance of future performance to the extent provided in Section 30.1.

ARTICLE XXXI

NO REPRESENTATIONS BY LANDLORD: ENTIRE AGREEMENT

31.1 Tenant acknowledges and agrees that it has not relied upon any statements, representations, warranties, agreements or promises with respect to this Lease or the Premises, including the Building, except as are expressed herein. Without in any way limiting the generality of the foregoing, Landlord and Landlord's agents have made no representations, warranties, agreements or promises with respect to the exact size of the Premises or the Building. The entire contract of the parties is contained herein and in the exhibits hereto, and there are no promises, agreements, representations, warranties, conditions or understandings, either oral or written, between them, other than as are herein set forth.

ARTICLE XXXII

NOTICE AND BILLS

32.1 Any bill, statement, notice or demand to be given or served upon any party to this Lease must be in writing and shall be deemed to have been given: (i) upon receipt in the event of personal service by actual delivery (including by telecopy or delivery service); (ii) upon posting if deposited in the United States mail with proper postage and dispatched by certified mail; or (iii) upon receipt if notice is given otherwise than by personal service or by certified mail. All notices shall be given to the parties at the following addresses:

Tenant's Address:

43850 Plymouth Oaks Boulevard
Plymouth, Michigan 48170
Attention: Michael C. Diebolt

Landlord's Address: 43850 Plymouth Oaks Boulevard
Plymouth, Michigan 48170
Attention: Michael C. Diebolt

With A Copy To: Michael A. Nedelman, Esq.
Nedelman Romzek Smith & Wolf
3000 Town Center, Suite 2700
Southfield, Michigan 48075

Any party to this Lease may at any time change the address for notices to that party by giving notice in this manner.

ARTICLE XXXIII

LANDLORD DEFINED

33.1 The term "Landlord" as used in this Lease so far as covenants or obligations on the part of Landlord are concerned, shall include only owner or owners of the Premises at the time in question. In the event that the interest of the Landlord herein named (or any transferee) in the Premises is transferred, whether by sale, lease or sublease, foreclosure or otherwise, the named Landlord (or in the case of any subsequent transfers or conveyances, the then grantor) shall be and hereby is automatically freed and relieved, from and after the date of any transfer or conveyance, of all liability as respects the performance of any covenants or obligations on the part of Landlord hereunder and shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and any transferee that the transferee has assumed and agrees to carry out any and all covenants and obligations of the named Landlord (or the then grantor) and is the Landlord hereunder.

ARTICLE XXXIV

EXCULPATORY CLAUSE

34.1 If Landlord or any successor in interest be an individual, corporation, joint venture, tenancy in common, co-partnership or other unincorporated aggregate of individuals or a mortgagee (all of which are referred to below, individually and collectively as "Landlord"), then anything elsewhere to the contrary notwithstanding, Tenant shall look solely to the estate and property of the Landlord in the Premises for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord and no other property or assets of the Landlord shall be subject to levy, execution or other enforcement procedure by or for Tenant.

ARTICLE XXXV

RULES AND REGULATIONS

35.1 If at any time the Premises shall ever have more than one tenant, Landlord may from time to time, adopt, amend, modify, delete or add reasonable rules and regulations for the use, safety, cleanliness, and care of the Premises and the preservation of good order therein. All rules and regulations shall be effective upon notice to Tenant from Landlord

thereof. Tenant and its employees, agents, licensees and visitors shall at all times observe faithfully, and comply strictly with rules and regulations hereafter adopted by Landlord, provided the rules, regulations or changes do not unreasonably increase Tenant's burden under this Lease. No provision of this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the rules and regulations or terms, covenants or conditions in any other lease, against any other tenant or person.

ARTICLE XXXVI

HAZARDOUS MATERIALS

36.1 Tenant represents, warrants and covenants that except as part of the conduct of Tenant's business in the ordinary course, it shall not introduce or cause to be introduced into the Premises or permit the Premises to be used for the storage or disposal of any material or substance that is now or in the future defined, listed or classified by the Environmental Protection Agency, the Occupational Safety and Health Administration or the National Institute of Safety and Health or any federal, state or local agency having jurisdiction over work place safety or environmental protection or any of their successor agencies or authorities, as a hazardous substance, hazardous waste, toxic substance, toxic waste, pollutant or contaminant (collectively "Hazardous Material"). If, however, Tenant shall introduce or cause to be introduced any Hazardous Material into the Premises, other than in the ordinary course of business, Tenant shall, upon notice of such condition, immediately disclose in person or by telephone and confirm in writing the presence of the Hazardous Material to Landlord and Tenant shall have the duty to remove the Hazardous Material promptly and, if Landlord has not terminated this Lease and the removal of the Hazardous Material substantially interferes with Tenant's use of the premises, Tenant shall not be entitled to any abatement of any Rents payable hereunder. Tenant shall indemnify and defend Landlord for and hold Landlord harmless from any and all damage or injury in any way relating to or arising out of the Hazardous Material or exposure thereto. The words "damage" or "injury" shall include, but not be limited to, any and all liabilities, judgments, removal or clean-up costs or costs to comply with injunctive relief or any order of any court or governmental agency or authority, investigation costs, environmental audits or costs to defend of any nature or kind whatsoever (including costs of appeal) any claim or proceeding in any way relating to or arising out of the Hazardous Material or exposure thereto and all costs incurred to establish Landlord's right to indemnification and to recover any sums due from Tenant. If Landlord shall ever be made a party to any legal proceeding, arbitration, administrative proceeding or other proceedings as a result of a breach of this Article, Tenant shall defend such proceeding on behalf of Landlord, solely at Tenant's expense and by counsel selected by Landlord. The indemnification provided herein has been given as additional inducement for Landlord to enter into the arrangement contemplated by this Lease, without which indemnification, Landlord would not enter into the arrangement contemplated by this Lease. Tenant's representations, warranties and obligations to indemnify, defend and hold Landlord harmless pursuant to this Article shall survive the expiration or earlier termination of this Lease.

38.5 **Brokers.** Landlord and Tenant each represent and warrant to the other that except for commission, if any, to be paid to Brown Business Brokers upon execution of this Lease, which commission shall be paid solely by Tenant, no broker has been retained in connection with this Lease. Landlord and Tenant agree that the execution and delivery of this Lease shall be conclusive evidence that each has relied upon the foregoing representation and warranty of the other. Each party further agrees to indemnify and hold harmless the other with respect to any claim for broker's commission or similar, compensation, brought by any person by reason of the other's act.

38.6 **Premises Name.** Tenant shall have the right to name the Premises and, from time to time and upon prior notice to Landlord, to change the name, number or designation of the Premises. Landlord shall have the right, from time to time and at any time, to make alterations and additions in and to the Premises including building equipment and systems, provided that no such changes shall deprive Tenant of a reasonable means of access to the Premises or deprive Tenant of the substantial use and enjoyment of the Premises. No changes shall entitle Tenant to any abatement of Rent or damages and any action shall not constitute an actual or constructive eviction of Tenant, provided that the action by Landlord does not unreasonably interfere with Tenant's activities.

38.7 **Construction.** The language in all parts of this Lease shall be in all cases construed according to its fair meaning, and not strictly for or against Landlord or Tenant. The caption of each Article is added as a matter of convenience only and shall be considered of no effect in the construction of any provisions of this Lease.

38.8 **Execution Of Lease.** The submission of this Lease by Landlord, its agent or representative for examination or execution by Tenant does not constitute an option or offer to lease the Premises or a reservation of the Premises in favor of Tenant, and this Lease shall become effective only upon the execution hereof by Landlord.

38.9 **Recording.** Tenant shall not record this Lease or any portion or memorandum hereof or any reference hereto. However, if requested by Landlord, Tenant shall, within ten (10) days after request, execute a short form memorandum of lease, in recordable form, which may, at Landlord's option, be placed of record.

38.10 **Governing Law.** This Lease shall be governed by and interpreted in accordance with the laws of the State of Michigan.

38.11 **Waiver of Conflict.** Each of Landlord and Tenant acknowledge that they have each been advised that, due to the representation of each of them by Michael A. Nedelman and the law firm of Nedelman Romzek Smith & Wolf, each should have this Lease reviewed by independent counsel; that they have been afforded an opportunity to have such review conducted; and that they have either obtained such independent review and advice and/or have intentionally waived such opportunity. Each of Landlord and Tenant waive any conflict of interest which exist and/or may arise in connection with such representation.

THIS LEASE has been executed by Landlord and Tenant effective as of the date first written above.

RICHARDS DEVELOPMENT,
a Michigan corporation

By: Michael C. Diebolt
Michael C. Diebolt

Its: President

"Landlord"

DIEBOLT INTERNATIONAL, INC.,
a Michigan corporation

By: Michael C. Diebolt
Michael C. Diebolt

Its: President

"Tenant"

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT made effective the 1st day of October, 2001, by and between RICHARDS DEVELOPMENT, INC., the address of which is c/o 43850 Plymouth Road, Plymouth, Michigan 48170 ("Landlord") and DADCO, INC., f/k/a Diebolt International, Inc., a Michigan corporation ("Tenant"), the address of which is 43850 Plymouth Road, Plymouth, Michigan 48170.

R E C I T A L S:

The following is a recital of the facts underlying this Second Amendment:

A. Landlord is the owner of record of certain real property located in Plymouth, Michigan.

B. On January 9, 1996, Tenant entered into a lease agreement (as amended, the "Lease") with Landlord for those leased premises are commonly known as 43850 Plymouth Road, Plymouth, Michigan 48170 (the "Premises").

C. Landlord has, at Tenant's request, enlarged the Building on the Premises to a total of approximately 117,000 square feet.

D. Based upon the foregoing, the parties have agreed to amend the Lease to memorialize their agreement relating to their respective obligations in connection with the enlargement of the Building.

NOW, THEREFORE, in consideration of the rights and obligations of the parties under the Lease, and the covenants and obligations set forth below, the parties agree as follows:

1. **Amendment Of Article I, §1.3.** Article I, §1.3 of the Lease is amended and restated to provide in its entirety as follows:

1.3 **Base Rent.** The base rent ("Base Rent") during the term shall be One Hundred One Thousand Eight Hundred Eighty-Seven and 50/100 (\$101,887.50) per month. The Base Rent shall be increased by 2.50% at the end of each five (5) year period during the term.

2. **Amendment Of Article IV, §4.1.** Article IV, §4.1 of the Lease is amended and restated to provide in its entirety as follows:

4.1 **Base Rent.** So long as Tenant is not in default of any of its obligations hereunder, the Base Rent shall be payable by Tenant in advance, on the first day of the Term and on the first day of each succeeding calendar month during the Term.

3. Amendment Of Article XX, §20.1. Article XX, §20.1 of the Lease is amended and restated to provide in its entirety as follows:

20.1 If Tenant or anyone claiming under Tenant shall remain or continue to be in possession of the Premises or any part thereof after the end of the Term without the express written consent of Landlord, Tenant shall be deemed to be illegally retaining possession and shall pay to Landlord on monthly basis during the entire holdover period, as liquidated damages for loss of use of the Premises, an amount equal to the monthly Rent (including all additional rent) payable with respect to the month immediately prior to the end of the Term, but in no event less than One Hundred One Thousand Eight Hundred Eighty-Seven and 50/100 (\$101,887.50) Dollars per month. No holding over and no acceptance by Landlord of payments of liquidated damages as provided in this Article shall be construed to extend this Lease or to constitute Tenant a lawful tenant of the Premises on any basis whatsoever. In the event of any unauthorized holding over, Tenant shall also indemnify Landlord against all claims for damages by any person to whom Landlord may have leased all or any part of the Premises effective after the termination of this Lease. Any holding over with the express written consent of Landlord shall thereafter constitute this Lease a lease from month-to-month on all of the terms and conditions of this Lease reasonably applicable to a month-to-month tenancy, except that, unless otherwise agreed in writing by Landlord and Tenant, the monthly Rent for the Premises shall be an amount equal to the monthly Rent (including all additional rent) payable immediately prior to the end of the Term.

4. **Article XXXII.** Article XXXII of the Lease is hereby amended to change the address to which copies of all notices are sent, to provide as follows:

Michael A. Nedelman, Esq.
Nedelman Pawlak, PLLC
32000 Northwestern Highway, Suite 240
Farmington Hills, Michigan 48334
(248) 855-8888 (phone)
(248) 538-4556 (fax)
nnedelman@nedelmanpawlak.com (e-mail)

5. **Limitation On Modifications.** Except as expressly modified and provided for herein, the terms and conditions of the Lease shall remain in full force and effect.

6. **Entire Agreement.** This First Amendment embodies the entire understanding between the parties with respect to the matters addressed herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, relating to the matters addressed herein are merged into this First Amendment. Neither this First Amendment nor any of its provisions may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which that enforcement is sought and then only to the extent set forth in that instrument.

7. **Definitions.** Unless otherwise specifically indicated herein to the contrary, all terms herein shall have that meaning, if any, ascribed to them in the Lease.

8. **Severability.** In case any one or more of the provisions contained in this First Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this First Amendment, and this First Amendment shall be construed as if the invalid, illegal or unenforceable provision had never been contained within the body of First Amendment; provided, however, that if Tenant shall be relieved of its obligation to pay rent, its right to possession of the Premises shall automatically terminate.

9. **Captions.** Captions to paragraphs of this First Amendment have been included solely for the sake of convenient reference and are entirely without substantive effect.

10. **No Reliance.** No third party is entitled to rely on any of the representations, warranties and agreements contained in this First Amendment. The parties assume no liability to any third party because of any reliance on the representations, warranties and agreements contained in this First Amendment.

11. **Governing Law.** This First Amendment shall be governed by and construed in accordance with the provisions of the laws of the State of Michigan.

12. **Successors.** This First Amendment shall be binding upon, and its benefits shall inure to, the parties hereto and their respective heirs, representatives, successors and assigns, subject to any limitations upon assignment contained in this First Amendment.

THIS FIRST AMENDMENT has been executed by the parties hereto effective as of the day and year first above written.

RICHARDS DEVELOPMENT, INC., a Michigan corporation

By: Michael C. Diebolt
Michael C. Diebolt

Its: _____ President

"Landlord"

DADCO, INC., a Michigan corporation

By: Michael C. Diebolt
Michael C. Diebolt

Its: _____ President

"Tenant"

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT made effective the 1st day of October, 2004, by and between RICHARDS DEVELOPMENT, INC., the address of which is c/o 43850 Plymouth Oaks Blvd., Plymouth, Michigan 48170 ("Landlord") and DADCO, INC., a Michigan corporation ("Tenant"), the address of which is 43850 Plymouth Oaks Blvd., Plymouth, Michigan 48170.

RECITALS:

The following is a recital of the facts underlying this Third Amendment:

A. Landlord is the owner of record of certain real property located in Plymouth, Michigan.

B. On January 9, 1996, Tenant entered into a lease agreement (as amended, the "Lease") with Landlord for those leased premises are commonly known as 43850 Plymouth Oaks Blvd., Plymouth, Michigan 48170 (the "Premises").

C. Landlord has, at Tenant's request, enlarged the Building on the Premises to a total of approximately 125,000 square feet.

D. Based upon the foregoing, the parties have agreed to amend the Lease to memorialize their agreement relating to their respective obligations in connection with the enlargement of the Building.

NOW, THEREFORE, in consideration of the rights and obligations of the parties under the Lease, and the covenants and obligations set forth below, the parties agree as follows:

1. **Amendment Of Article I. § 1.3.** Article I, § 1.3 of the Lease is amended and restated to provide in its entirety as follows:

1.3 **Base Rent.** The base rent ("Base Rent") during the term shall be One Hundred Nine Thousand One Hundred Fifty-Six and 25/100 (\$109,156.25) Dollars per month. The Base Rent shall be increased by 2.50% at the end of each five (5) year period during the term.

2. **Amendment Of Article IV. §4.1.** Article IV, §4.1 of the Lease is amended and restated to provide in its entirety as follows:

4.1 **Base Rent.** So long as Tenant is not in default of any of its obligations hereunder, the Base Rent shall be payable by Tenant in advance, on the first day of the Term and on the first day of each succeeding calendar month during the Term.

3. **Amendment Of Article XX, §20.1.** Article XX, §20.1 of the Lease is amended and restated to provide in its entirety as follows:

20.1 If Tenant or anyone claiming under Tenant shall remain or continue to be in possession of the Premises or any part thereof after the end of the Term without the express written consent of Landlord, Tenant shall be deemed to be illegally retaining possession and shall pay to Landlord on monthly basis during the entire holdover period, as liquidated damages for loss of use of the Premises, an amount equal to the monthly Rent (including all additional rent) payable with respect to the month immediately prior to the end of the Term, but in no event less than One Hundred Nine Thousand One Hundred Fifty-Six and 25/100 (\$109,156.25) Dollars per month. No holding over and no acceptance by Landlord of payments of liquidated damages as provided in this Article shall be construed to extend this Lease or to constitute Tenant a lawful tenant of the Premises on any basis whatsoever. In the event of any unauthorized holding over, Tenant shall also indemnify Landlord against all claims for damages by any person to whom Landlord may have leased all or any part of the Premises effective after the termination of this Lease. Any holding over with the express written consent of Landlord shall thereafter constitute this Lease a lease from month-to-month on all of the terms and conditions of this Lease reasonably applicable to a month-to-month tenancy, except that, unless otherwise agreed in writing by Landlord and Tenant, the monthly Rent for the Premises shall be an amount equal to the monthly Rent (including all additional rent) payable immediately prior to the end of the Term.

4. **Article XXXII.** Article XXXII of the Lease is hereby amended to change the address to which copies of all notices are sent, to provide as follows:

Michael A. Nedelman, Esq.
Nedelman Pawlak, PLLC
32000 Northwestern Highway, Suite 240
Farmington Hills, Michigan 48334
(248) 855-8888 (phone)
(248) 538-4556 (fax)
[mnedelman @nedelmanpawlak.com](mailto:mnedelman@nedelmanpawlak.com) (e-mail)

5. **Limitation On Modifications.** Except as expressly modified and provided for herein, the terms and conditions of the Lease shall remain in full force and effect.

6. **Entire Agreement.** This Third Amendment embodies the entire understanding between the parties with respect to the matters addressed herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, relating to the matters addressed herein are merged into this Third Amendment. Neither this Third Amendment nor any of its provisions may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which that enforcement is sought and then only to the extent set forth in that instrument.

7. **Definitions.** Unless otherwise specifically indicated herein to the contrary, all terms herein shall have that meaning, if any, ascribed to them in the Lease.

8. **Severability.** In case any one or more of the provisions contained in this Third Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Third Amendment, and this Third Amendment shall be construed as if the invalid, illegal or unenforceable provision had never been contained within the body of Third Amendment; provided, however, that if Tenant shall be relieved of its obligation to pay rent, its right to possession of the Premises shall automatically terminate.

9. **Captions.** Captions to paragraphs of this Third Amendment have been included solely for the sake of convenient reference and are entirely without substantive effect.

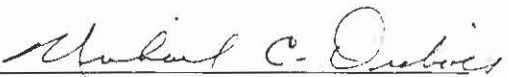
10. **No Reliance.** No third party is entitled to rely on any of the representations, warranties and agreements contained in this Third Amendment. The parties assume no liability to any third party because of any reliance on the representations, warranties and agreements contained in this Third Amendment.

11. **Governing Law.** This Third Amendment shall be governed by and construed in accordance with the provisions of the laws of the State of Michigan.

12. **Successors.** This Third Amendment shall be binding upon, and its benefits shall inure to, the parties hereto and their respective heirs, representatives, successors and assigns, subject to any limitations upon assignment contained in this Third Amendment.

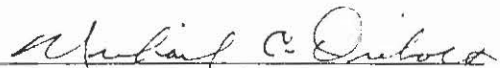
THIS THIRD AMENDMENT has been executed by the parties hereto effective as of the day and year first above written.

RICHARDS DEVELOPMENT, INC., a
Michigan corporation

By: 
Michael C. Diebolt

Its: President
"Landlord"

DADCO, INC., a Michigan corporation

By: 
Michael C. Diebolt

Its: President
"Tenant"

LEGAL NOTICE

**CHARTER TOWNSHIP OF PLYMOUTH
NOTICE OF PUBLIC HEARING ON THE ESTABLISHMENT
OF
PLYMOUTH OAKS BUSINESS PARK AS AN
INDUSTRIAL DEVELOPMENT DISTRICT**

PLEASE NOTE: A public hearing will be held on Tuesday, July 17, 1990, during the regular meeting of the Charter Township of Plymouth Board of Trustees to consider the request of Robert A. DeMattia, Managing Partner/Pere Marquette Associates, A Michigan Co-Partnership for an Industrial Development District designation of the following described property lying between the M-14 Expressway and the Pere Marquette Railroad, east of Sheldon Road.

"Part of the N.E. ¼ and S.E. ¼ of Section 22 T1S, R8E and part of the N.W. ¼ and S.W. ¼ of 23, T1S, R8E, Plymouth Township, Wayne County, as recorded in Liber 103, pages 7 through 14; recorded with the Wayne County Register of Deeds."

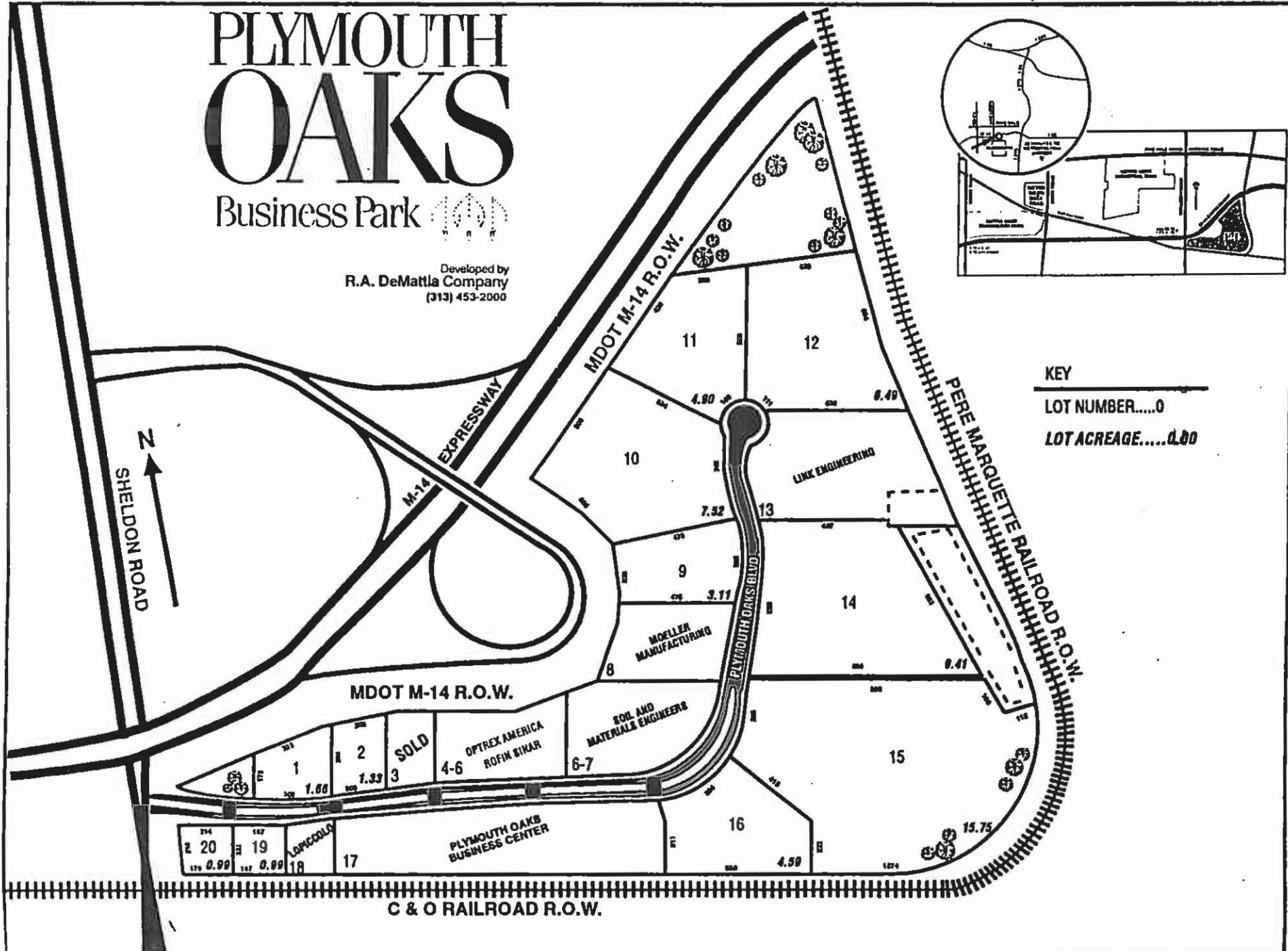
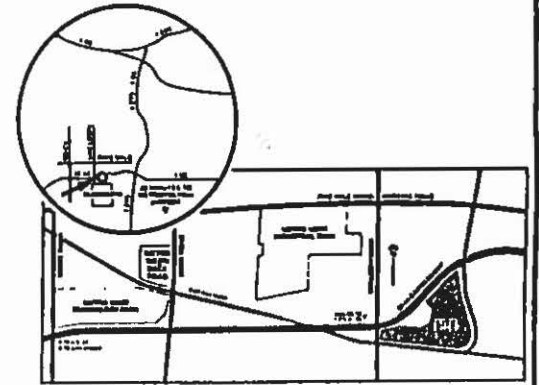
The Board of Trustees meets at 7:30 p.m., in the meeting room of the Township Hall, 42350 Ann Arbor Road, Plymouth, Michigan 48170. Telephone No. 453-3840. Comments from residents may be heard during the public hearing. Written comments may be addressed to the Board of Trustees at the above address, Attention Esther Hulsing, Clerk.

Publish: July 5, 1990

PLYMOUTH OAKS

Business Park

Developed by
R.A. DeMatlia Company
(313) 453-2000



KEY

 LOT NUMBER.....0
 LOT ACREAGE.....0.00

THE CHARTER TOWNSHIP OF PLYMOUTH

TOWNSHIP RESOLUTION NO. 90-07-17-18

WHEREAS, The Charter Township of Plymouth is a local governmental unit which levies ad valorem taxes at a rate, which when taken together with the rates with ad valorem taxes levied by other taxing authorities, which levy the taxes within the local governmental unit exceeds thirty dollars (\$30.00) for each thousand dollars of State Equalized Valuation as determined, under Act 44 of the Public Acts of 1911, as amended, being Section 201.1 - 209.8 of the Michigan Compiled Laws; and

WHEREAS, Act 198 of the Michigan Public Acts of 1974, as amended, provides that a local governmental unit, to wit, The Charter Township of Plymouth, may provide for the Establishment of an Industrial Development District as provided for in said Act; and

WHEREAS, The Township Board of Trustees of The Charter Township of Plymouth determined that it was desirous of holding a Public Hearing pursuant to the provisions of said Act 198 of the Public Acts of 1974, for the purpose of establishing an Industrial Development District in The Charter Township of Plymouth, Wayne County, Michigan, which District would include the described parcel of real estate known as Plymouth Oaks Business Park and which description is affixed to this resolution and upon which industrial projects will be built; and

WHEREAS, Written notice by certified mail was forwarded to the known owners of the described property notifying them that the Public Hearing would be held on July 17, 1990 at 7:30 P.M. in the meeting room of the Township Board at the Township Offices for The Charter Township of Plymouth in Wayne County, Michigan, at 42350 Ann Arbor Road, Plymouth, Michigan; and

WHEREAS, Notice to the taxpayers and residents of The Charter Township of Plymouth with respect to said hearing was published in the Plymouth Observer & Eccentric, a newspaper of general circulation within The Charter Township of Plymouth, said publication appearing on July 5, 1990; and

WHEREAS, a public hearing was then held on July 17, 1990 by the Board of The Charter Township of Plymouth, at which time representatives of owners of the described parcel of real estate situated within the proposed Industrial Development District appeared and other interested residents and taxpayers of The Charter Township of Plymouth, and testimony from them being offered and considered by the Township Board; and

WHEREAS, The Township Board of The Charter Township of Plymouth desires that an Industrial Development District be established pursuant to Act 198 of the Michigan Public Acts of 1974 for the parcel of real estate described hereto; and

NOW, THEREFORE, BE IT RESOLVED, as follows: That The Charter Township of Plymouth hereby establishes, pursuant to Act 198 of the Michigan Public Acts of 1974, an Industrial Development District as defined in said Act for the described parcel of real estate situated within The Charter Township of Plymouth, Wayne County, Michigan as described hereinafter:

PLYMOUTH OAKS BUSINESS PARK SUB. part of the N.E. 1/4 & S.E. 1/4 of Section 22, T1S, R8E, and part of the N.W. 1/4 & S.W. 1/4 of Section 23, T1S, R8E, Plymouth Township, Wayne County, State of Michigan and being a replat of Lots 69 through 71 of Supervisor's Plymouth Plat No. 4, Liber 66 of Plats, page 37, Wayne County Records, part of Lot 75 of Supervisor's Plymouth Plat No. 5, Liber 66 of Plats, page 36, Wayne County Records, part of Lot 115, Lots 116 through 123, part of Lots 134 and 135, and Lots 124 through 133 of Supervisor's Plymouth Plat No. 6, Liber 72 of Plats, page 47, Wayne County Records; Commencing at the S 1/4 Corner of Section 22, T1S, R8E, Plymouth Township, Wayne County, Michigan; thence N 02°01'14" W 962.51 feet along the N-S 1/4 line of said Section and the centerline of Sheldon Road; thence N 87°59'30" E 110.00 feet for a POINT OF BEGINNING; then proceeding along the Southerly Right-of-Way of the M-14 Freeway (Limited Access) the following calls; N 73°22'42" E 659.13 feet and N 84°10'29" E 246.17 feet and S 85°19'54" E 500.57 feet and N 77°41'11" E 308.93 feet and N 27°16'52" E 196.88 feet and N 16°40'20" E 149.13 feet and N 02°02'43" W 199.56 feet and N 39°58'40" W 183.02 feet and N 50°06'45" W 222.39 feet and N 39°53'00" E 1116.88 feet and 396.48 feet along the arc of a 2166.83 feet radius circular curve concave to the Southeast, delta 10°29'02", chord bearing N 45°07'31" E 395.93 feet to a point on the east line of said Section 22 (which is N 02°40'18" W 210.60 feet from the E 1/4 Corner of said Section) and continuing 277.11 feet along the arc of said 2166.83 feet radius circular curve concave to the Southeast, delta 07°19'39", chord bearing N 54°01'52" E 276.92 feet; thence S 02°16'14" W 17.09 feet; thence S 10°33'58" E 364.45 feet to the S.E. Corner of Lot 75, SUPERVISOR'S PLYMOUTH PLAT No. 5, as recorded in Liber 66 of Plats, page 36, Wayne County Records, Wayne County, Michigan, also being a point on the E-

W 1/4 line of Section 23; thence S10°01'09" E 596.31 feet; thence S 17°42'33" E 635.47 feet; thence S 22°56'11" E 271.16 feet; thence S 16°18'40" E 399.86 feet; thence nontangentially 958.64 feet along the arc of a 610.33 feet radius circular curve concave to the Northwest, delta 89°59'39", chord bearing S 27°23'44" W 863.09 feet; thence nontangentially S 74°52'50" W 44.62 feet; thence N 84°21'43" W 215.07 feet to a point on the East line of said Section 22; thence N 84°21'43" W 2662.95 feet; thence along the Easterly Right-of-Way line of Sheldon Road N 02°01'14" W 358.98 feet to the Point of Beginning, containing 20 lots numbered 1 through 20 inclusive, 3 parks named Ravine Park, Evergreen Park, and Maple Park. Containing 102.728 acres of land, more or less. A Plat of such property is recorded at Liber 104, Pages 14 through 20 of Wayne County, Register of Deeds.

RESOLUTION NO. 90-07-17-18 was moved by Mr. Stewart and supported by Mr. Horton.

ROLL CALL: Ayes: Breen, Brooks, Griffith, Horton, Hulsing, Stewart
Nays: None
Abstain:
Absent: Mumfakh

RESOLUTION DECLARED ADOPTED.

DATED: July 17, 1990.

Esther Hulsing
Esther Hulsing
Clerk

CERTIFICATION

I, Esther Hulsing, Clerk of The Charter Township of Plymouth, hereby certify that the foregoing is a true copy of the resolution adopted at the Regular Meeting, July 17, 1990 of the Board of Trustees of The Charter Township of Plymouth.

Esther Hulsing
Esther Hulsing
Clerk

**ABATEMENT CONTRACT
BETWEEN THE CHARTER TOWNSHIP OF PLYMOUTH
AND DADCO, Inc.**

This Agreement, made this _____ day of _____, 20____, by and between the Charter Township of Plymouth, (hereinafter referred to as "Township"), and DADCO, Inc. (hereinafter referred to as "Company").

WHEREAS, pursuant to Section 22 of Act 334 of the Public Acts of 1993, it is necessary for the "Township" and the "Company" to enter into a written agreement prior to approval and issuance of an Industrial Facility Exemption Certificate; and

WHEREAS, this Agreement must formally accompany any application made by the "Company" for an Industrial Facilities Exemption Certificate to the State of Michigan, outlining the conditions and resources to be upheld during an abatement period.

WHEREAS, the Township desires to provide the abatement as evidenced in the application for an Industrial Facilities Exemption Certificate.

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

The "Company" agrees to satisfy the following conditions and the "Company" understands and acknowledges that failure to satisfy any one of the conditions could result in the Township Board adopting a resolution recommending to the State Tax Commission revocation of the Industrial Facilities Exemption Certificate at the sole option of the "Township":

1. The "Company" agrees to submit a report regarding status of employment every two (2) years during the abatement period beginning with an initial report filed no later than the 10th day of January immediately following the second year after the issuance date of the Industrial Facilities Exemption Certificate. The "Company" shall in no event neglect to submit the above report upon thirty (30) days written notice from the "Township". The report must include:

- a) The number of new jobs promised in the application and the actual number of new jobs created to date; and
- b) If the number of applicant's employees is not equal to or greater than the number given in the application, an explanation for any shortfall shall be included; and

- c) The estimated project cost in the application and the actual final project cost to date (required in the initial report only).

The "Company" understands that if employment has not been retained or reached as stated in the application or the construction and/or expansion project has not been completed or expenditures made as described in the application, the "Township" has the right to recommend revocation of the Industrial Facilities Exemption Certificate by resolution presented to the State Tax Commission.

2. The "Company" or an agency or affiliate designated by the "Company", is encouraged to contribute some percentage of its abated taxes yearly to local charitable organizations or community service groups or to the "Township" with a designation that the contribution is to be used for a specific purpose.

3. If in any year during the abatement period the "Company" invokes the jurisdiction of the Michigan Tax Tribunal for the purpose of seeking a reduction of the assessed and/or taxable value of the real property to which the abatement applies as a result of a petition filed by the "Company" for such year, the "Company" shall immediately refund to each taxing authority the amount(s) abated during all years covered by this Certificate based on the higher assessment minus the amount(s) abated based on the reduced assessment. The "Company" shall also abandon and return to the "Township" this Industrial Facilities Exemption Certificate. The "Company" agrees that this is a contractual right and may be enforced in a court of competent jurisdiction. No sanctions hereunder will accrue to the "Company" in the event it files an action in the Michigan Tax Tribunal with respect to the abated property in order to correct a clerical error of the Assessor such as an error in addition or subtraction.

If in any year during the abatement period the "Company" invokes the jurisdiction of the Michigan Tax Tribunal for the purpose of seeking a reduction of the assessed and/or taxable value of the personal property to which the abatement applies beyond that allowed by State Tax Commission Depreciation Table assigned to the property by the Township Assessor, the "Company" shall immediately refund to each taxing authority the amount(s) abated during all years covered by this Certificate based on the higher assessment minus the amount(s) abated based on the reduced assessment. The "Company" shall also abandon and return to the "Township" this Industrial Facilities Exemption Certificate. The "Company" agrees that this is a contractual right and may be enforced in a court of competent jurisdiction. No sanctions hereunder will accrue to the "Company" in the event it files an action in the Michigan Tax Tribunal with respect to the abated property in order to correct a clerical error of the Assessor such as an error in addition or subtraction.

It will be a substantial default of this Agreement if the "Company" asserts to any court or administrative agency during the term of this Agreement that the true cash value of the property (real or personal) is other than or different than the amounts stated in the tax abatement application. The "Company" hereby stipulates and certifies that it has accurately valued the personal property and/or real property which is the subject of the abatement and the "Township" can rely on the figures represented in the application.

The "Company" agrees to reimburse the "Township" for any costs the "Township" incurs in responding to or contesting any appeal the "Company" asserts to any court or administrative agency during the term of this Agreement that the true cash value of the property (real or personal) is other than or different than the amount stated in the tax abatement application except as offset by applicable State Tax Commission Depreciation Table(s) and asset disposals. The costs subject to this section include attorney fees, appraisal costs, filing fees, expert witness fees, travel costs, copying expense, and any other cost or expense reasonably incurred by the "Township" in responding to or defending against such assertions.

4. The parties hereto further agree that if any of the above referenced conditions are not met within thirty (30) days after written notice by the "Township" of such failure, thereafter the "Township" may recommend revocation of this tax abatement. The "Township" shall not recommend such revocation until after a hearing is conducted wherein the "Company" shall be offered an opportunity to demonstrate why it has not breached any of the conditions set forth above or any other reasons why the tax abatement should not be revoked. The "Company" shall be given thirty (30) days written notice of such hearing which shall be conducted by the "Township" or its designee.

5. The determination of whether to recommend revocation of the Industrial Facilities Exemption Certificate shall be in the sole discretion of the Board of Trustees of the "Township."

In the alternative after such hearing, the Board of Trustees of the "Township" may require the "Company" to post a performance bond, funded by a percentage of the abated taxes, or may sue for money damages in a court of competent jurisdiction, in lieu of or in addition to recommending revocation of the Industrial Facilities Exemption Certificate. The performance bond shall be limited to the amount of abated taxes to ensure that all of the above conditions are met. The calculation of the amount of the bond shall be determined by the Board of Trustees of the "Township" and shall be binding upon the "Company" absent manifest error. The "Township" may make a claim against and enforce the terms of that performance bond.

By signature of representatives of both the "Company" and the "Township", it is understood that both the "Company's" investment in the project and the "Township's" investment through the granting of the Industrial Facilities Exemption Certificate are to encourage the economic growth of all.

It is also acknowledged that certain economic conditions can, at times, prohibit the maintenance of the "Company's" targeted status. It is understood that if such conditions exist at the time of the designated "Company" reports, the governing body of the "Township" will carefully evaluate the "Company's" situation, and will inform the "Company" if any action is considered in order to give the "Company" an opportunity for correction.

AFFIDAVIT OF FEES

In accordance with State Tax Commission Bulletin No. 3, dated January 1998, representatives of the "Township" and the "Company" do hereby swear and affirm by their signatures below that no payment(s) in excess of the fee allowed by Act 198, as amended, whether referred to as "fees", "payments in lieu of taxes", "donations", or by other like terms, has (have) been made or promised in exchange for favorable consideration of an Industrial Facilities Exemption Certificate application.


APPLICANT:

CHARTER TOWNSHIP OF PLYMOUTH:

DADCO, Inc.

Company Name

Richard M. Reaume
Its: Supervisor



Signature
Its: President

Nancy Conzelman
Its: Clerk

Approved by the Charter Township of Plymouth Board of Trustees on _____.

Resolution No. _____

Attachment 8

Applicant's Business and Operations

DADCO, Inc. is a global leader in nitrogen gas spring technology, offering a complete line of nitrogen gas springs, nitrogen gas spring lifters, ISO air cylinders, hydraulic core pins, and accessories. DADCO's products are widely approved and used in global operations for many industries including metal stamping, automotive, and plastic injection molding.

In addition to its extensive product line, DADCO offers superior product support services including: training classes, engineering advice and technical support. DADCO delivers its products both directly and through a worldwide distribution network.

All manufacturing is done at its world headquarters, which is here in Plymouth Township. This enables us to maintain a superior level of quality and exacting tolerances.

More detailed information about DADCO, Inc. and its complete product line can be found at www.dadco.net.



Charter Township of Plymouth

9955 Haggerty Rd Plymouth, MI 48170 734.354.3210 FAX 734.207.2689

BUILDING DEPARTMENT

PB13-0549

Building

Ind/Comm-alt/add

ISSUED

Issued: 08/16/13
Expires: 02/12/14

Inspection Line
(734) 414-1399
All Inspections must be called by 2:00PM
Building = Mon through Fri
Electrical = Tues & Thurs after 12:00PM.
Mechanical = Tues & Thurs between 4:00 and 8:00PM.
Plumbing = Tues & Thurs between 11:00AM and 1:00PM

LOCATION	OWNER	APPLICANT
43850 PLYMOUTH OAKS BLVD R-78-016-02-0010-300 Lot: Plat/Sub:	DADCO Inc Power Components 43850 Plymouth Oaks Blvd Plymouth MI 48170 Ph.: Ex.:	DEMBS ROTH GYSELINCK CONST 27750 STANSBURY, STE 200 FARMINGTON MI 48334 Ph.: (248) 473 5511 Ex.:

Work Description: Construct (3) additions, (51x45x34 = 2814 sq ft) & (41x129x20x30 = 5954 sq ft) & (108x74 = 6980 sq ft), DADCO
(This project still needs the engineering, electric, HVAC, plumbing, fire approvals)

Administrative approval

BOND NUMBER	BOND HOLDER	BOND AMT. HELD	
BP13-0016	DEMBS ROTH GYSELINCK CON	\$1,000.00	
Permit Item	Work Type	Fee Basis	Item Total
Plan Review Com/Ind	Standard Item	900,000.00	\$600.00
Ind-Com Add/Alt	Standard Item	900,000.00	\$13,545.00
		Fee Total:	\$14,145.00
		Amount Paid:	\$14,145.00
		Balance Due:	\$0.00

This permit is granted in accordance with an application for a permit or plans now on file in this office, on the express condition that the said construction shall, in all respects, conform to the Ordinances and Building Code of the Charter Township of Plymouth (MRC 2009; NEC 2011; MMC 2009; MPC 2009), regarding the construction of buildings and may be revoked at any time upon the violation of any of the provisions of said ordinances or code, or of the above specifications.

**CHARTER TOWNSHIP OF PLYMOUTH
STAFF REQUEST FOR BOARD ACTION**

Meeting date: October 22, 2013

ITEM: Assessing Services Agreement

BRIEF:

ACTION: Approve a new four (4) year agreement for assessing services.

DEPARTMENT/PRESENTER(S): Supervisor Richard M. Reaume

BACKGROUND: See attached

BUDGET/TIME LINE: General Fund – Assessing Department / 2013 - 2017

RECOMMENDATION: **Approve**

PROPOSED MOTION:

I move to approve the Assessment Contract for assessing services between the Charter Township of Plymouth and Wayne County Appraisal, LLC as submitted and authorize the Clerk and Supervisor to sign the contract.

RECOMMENDATION: Moved by: _____ Seconded by: _____

VOTE: __ KA __ CC __ RD __ MK __ RE __ NC __ RR

MOTION CARRIED _____ MOTION DEFEATED _____

ASSESSING DEPARTMENT AGREEMENT

October 22, 2013

Background

WCA - Wayne County Appraisal, LLC was initially contracted by Plymouth Township to perform site work and update services and paid on a unit basis in June 1982.

Eventually, WCA grew to include providing full-line assessing services and the first multi-year Assessment Services Agreement between the Township and WCA was from November 1, 2005 through October 31, 2010, pricing below:

November 1, 2005 to October 31, 2006	\$195,942
November 1, 2006 to October 31, 2007	\$205,739
November 1, 2007 to October 31, 2008	\$216,026
November 1, 2008 to October 31, 2009	\$226,827
November 1, 2009 to October 31, 2010	\$238,168

In 2010, Plymouth Township contracted with consultant firm Prima Civitas Foundation to conduct a study on the township assessing function and present a Report on Assessing Functions. The Conclusion and Recommendations based upon comparable communities indicated the Township had two options:

1. Convert the assessing services to an in-house capacity at 15% less than the cost to be incurred using outside services under the current agreement
2. Renegotiate to bring the agreement price in line with the assessing cost for comparable communities which would achieve similar savings.

After negotiating with WCA the township was actually able to obtain a greater savings with new three year agreement providing a 20% savings fixed over three years, pricing is below:

November 1, 2010 to October 31, 2011	\$190,000
November 1, 2011 to October 31, 2012	\$190,000
November 1, 2012 to October 31, 2013	\$190,000

Professional Services

Based upon the Charter Township of Plymouth Purchasing Policy Section 5, Professional Services Annual Expenditures \$40,000 or greater an RFP – Request for Proposal was prepared. One firm responded to the RFP and that firm was the incumbent WCA.

WCA provided their company history, qualifications, insurance, references and certifications for their professional staff. WCA also provided a four (4) year pricing proposal as requested in the RFP, pricing is below:

November 1, 2013 to October 31, 2014	\$209,229
November 1, 2014 to October 31, 2015	Prior year + CPI + 1%
November 1, 2015 to October 31, 2016	Prior year + CPI + 1%
November 1, 2016 to October 31, 2017	Prior year + CPI + 1%

Included in the WCA qualifications was the critical ability to provide the Assessing Level required by the State of Michigan – Level 4 certification for the assessment roll.

Recommendation

WCA has consistently provided a quality level of professional services to Plymouth Township over many years and has the experience and state certification level required by the township. They also were willing to work cooperatively with the township in 2010 during a very difficult financial and budget period to reduce their pricing which resulted in a 20+% savings for assessing services to the township for the past three years.

The WCA current pricing proposal is based upon November 1, 2010 as a base year at \$190,000 and if the CPI + 1% would have been going forward it generates their November 1, 2013 price of \$209,229. Their proposed agreement is requesting that same CPI + 1% increase for the next three years.

Considering the qualifications of WCA, their willingness to provide a 20% savings during the previous 3 years and their request for CPI + 1% be considered in their base with a CPI + 1% increase going forward, it would be recommended the proposed new four (4) year agreement with Wayne County Appraisal, LLC be approved.

ASSESSMENT SERVICES AGREEMENT
FOR THE TOWNSHIP OF PLYMOUTH AND WCA ASSESSING

WHEREAS, the Township of Plymouth, hereinafter called "Township", with its principal offices located at 9955 N. Haggerty Road, Plymouth, Michigan 48170, is interested in having all non-exempt real property and all non-exempt personal property assessed and having said assessments maintained on an annual basis.

WHEREAS, WCA Assessing, d/b/a. Wayne County Appraisal LLC, with principal offices located at 38110 Executive Drive, Suite 100, Westland, Michigan 48185, hereinafter called the "Appraisers" or "Company", are interested in the contract for assessment and maintenance work for Township property effective November 1, 2013;

IT IS THEREFORE AGREED:

1. TERM

The Contract will commence on November 1, 2013 and terminate on October 31, 2017.

2. OFFICE

The Township will furnish to the Company suitable office space as determined by mutual agreement between the parties.

3. PERSONNEL

The Company will provide the services of trained and competent personnel to perform all assessment functions in accordance with the requirements of state law and good industry practice. All employees of the Company shall be professional in manner and conduct in carrying out their duties.

While working in the Township, all employees of the Company shall carry an identification card provided by the Township and shall produce it upon request. Upon termination of said contract, all identification cards and/or keys shall be returned.

It is further understood and agreed that the company is an independent contractor, and at no time shall the employees of the Company be considered Township employees.

4. EQUIPMENT AND SUPPLIES

The Township shall provide postage, copying, file cabinets, and office supplies necessary to provide the assessment function and other miscellaneous furniture required by the Company as approved by the Township. The Township shall provide sufficient telephone service to complete this contract.

5A. PERSONAL PROPERTY

The Company shall prepare and mail personal property tax forms to individuals in the Township who are liable for the payment of personal property taxes. Upon the returned receipt of said completed forms, the Company shall determine the personal property tax assessment and send out notices of assessed valuation. Doomage notices, as needed, shall be prepared and sent to all individuals who fail to respond to the Company's request for personal property information. All personal property audits shall be performed by an agency or company as the Township determines at the expense of the Township.

5B. MAINTENANCE - REAL PROPERTY

The Company shall annually adjust residential-classed property by neighborhood or area and shall maintain all classes of non-exempt real property values at the fifty-percent (50%) level, or as required by law.

5C. LEGISLATIVE CHANGES

Should legislative changes occur on the State, County or local level that would require significant increase or decrease in the current assessment administration process for the Township, either Township or Company reserves the right to re-negotiate this contract to reflect said changes within sixty (60) days or before November 1, of any year included within this agreement.

6. MAPS

The Township will make available to the Company reasonably accurate base maps without cost.

7. USE OF RECORDS

The Company will set up and employ a system, approved by the Township, for the accurate account of all records, field sheets, and maps, which may be taken from the files of the Township. All Township records and maps will be returned when the contract is completed. The Township reserves the right to demand the return of such records and maps in the possession of the Company at the completion of the contract. It is understood that the electronic appraisal data is wholly owned by the Township, and no electronic files will be disseminated by Company, or any other entity, without prior approval of the Township Supervisor. It is also agreed that the Township will indemnify Company to the extent allowed by law, should any request be made from any governmental agency including Freedom of Information requests, subpoenas, or similar actions arising from the requests of said electronic data. Company will make any and all records available to Township whether for response to subpoenas, freedom of Information Act request, or otherwise, at no cost to the Township.

8. COOPERATION

The Township, at its expense, will have its employees render the following services as outlined below:

- A. Grant access to official records pertinent to the work.
- B. Furnish and locate correct property descriptions where same are not clear on the maps.

9. INSURANCE COVERAGE AND INDEMNITY

- A. The Company shall be liable to the Township and hereby agrees to indemnify and hold harmless the Township and any of its officers, employees, volunteers, and/or elected officials, from and against any and all claims arising out of the performance of the services rendered hereunder and/or caused by any negligent conduct, intentional conduct, or act of any of its employees.

The Company will carry the following insurance coverage at all time during this agreement:

- a. Comprehensive general liability insurance covering the Company and the Township and all of its officers, directors, employees, volunteers and elected officials as additional insured with not less than the following limits of liability: bodily injury or death, \$1,000,000.00 each person and subject to the same limits for each person; \$1,000,000.00 for two or more persons in any occurrence; property damage, \$1,000,000.00 each occurrence; \$2,000,000.00 annual aggregate.
- b. Worker's disability compensation insurance, securing compensation for the benefit of the employees of the Company only as required by Worker's Disability Compensation Act of the State of Michigan.
- B. The Company shall also carry professional liability and errors and omissions insurance with not less than \$1,000,000.00 limit of liability for each claim and in the aggregate including claim expenses. However, the Township understands that it can not be listed as an additional insured under this type of policy.
- C. All required insurance shall be maintained with responsible insurance carriers qualified to do business in the state of Michigan. As soon as practicable upon execution of this contract and upon commencing any performance hereunder, the company shall deposit with the Township copies of the previously mentioned policies of insurance or certificates therefore, During the duration of this contract, a copy of said insurance or certificate would be given to the Township Clerk at the beginning of each year.
- D. The Company shall not be held liable for any damages caused by strikes, explosions, war, fire, or act of nature that might stop or delay the progress of work.

10. PUBLIC RELATIONS

During the progress of the work, the Company and its employees shall endeavor to promote understanding and amicable relations with taxpayers and the public. Media contact, interviews, articles and other publicity shall not be conducted by the Company, its representatives or employees unless such has been authorized in writing by the Township Supervisor.

11. DAY-TO-DAY PROBLEMS

The Company shall handle all day-to-day assessing problems of the Township, including but not limited to, the processing of telephone calls and attending conferences concerning specific appraisal problems.

12. ASSESSMENT SCHEDULES

The Michigan State Tax Commission Assessors Manual, currently used in the Township, or such other Manual approved by the Michigan State Tax Commission, shall be the assessing schedule used in the evaluation of all buildings.

13. RECORD CARDS

The Company will maintain all property record cards in a form currently in use and as required by the Michigan State Tax Commission. All cards will contain the property owners name, address of property, parcel identification number, and description. The Company will complete all property record cards with the information as listed above and otherwise mentioned in these specifications. Building measurements will be furnished by the Company. A sketch of each structure will be shown on the property record card. An inspection will be made when changes to properties become known.

14. VALUATION OF ALL CLASSES OF REAL PROPERTY

Changes, if any, in the type of construction or improvements and additions will be recorded by component parts, such as foundation, basement, wall construction, roof, exterior finish, heating system, fireplaces and stacks, plumbing fixtures, tiling, age (estimated if not obtainable), condition, depreciation, and general quality of construction.

These cards will be returned by the field staff to the office where they will be appraised, checked, and computed by the Company.

15. VALUATION OF LAND

Upon completion of data entry of improvements, the appraisers will make careful investigation of any change in the fair value for all types of land. Where necessary and feasible, sales data will be secured by the Appraisers covering fair sales which will be analyzed, checked, and recorded. All sales shall be categorized by the Appraiser as agricultural, residential, industrial,

commercial, or developmental, and used in the respective types. Owners, realtors, banks, and others will be asked to supply information relative to sales of property within the area covered by these specifications.

16. UNIT LAND VALUES

The Company will establish and/or maintain unit values for all properties. When a front foot unit value is not practical, acreage or square foot unit of value will be used. Unit values will be placed on a large outline map known as the Land Value Map.

17. LAND VALUE TABLES

The Company will provide and/or maintain land valuation formulae and tables for the computation of the valuation of irregular-shaped lots or plots. Lots which are of greater or less depth than the standard depth on which the unit front foot prices are based, shall be adjusted by depth factor tables or other suitable methods.

A brief description of each lot or parcel of land, together with the valuation computation, will be entered on the property card herein before described. The Company will make adjustments in the value to compensate for topographical irregularities, such as high banks, steep slopes, swamps, irregular shape, or anything that may detract from or enhance the normal usefulness of the land.

18. REVIEW OF PROPERTIES

Upon completion of field and office computation, final field review of all land and buildings will be made by experienced and qualified Company employees. The purpose of this final review is to account and adjust for factors which may have a direct bearing on the market value or equitable relationship to other properties, such as location, obsolescence, architectural qualities, desirability, and resale value.

19. COMPLETION

The Company shall complete all activities in a timely manner to conform with the requirements of State law and Township ordinances. Time is of the essence in the completion of this Contract.

20. INSTRUCTION

The Company will, upon request of the Township, instruct the personnel in the Township office in the use of the information and data furnished by the Company so that the system may be maintained through future years.

21A. DEFENSE OF VALUES

A responsible member of the Company shall be available for all local Board of Review proceedings.

21B. MICHIGAN TAX TRIBUNAL PROCEEDINGS

The Company will represent the Township in each Michigan Tax Tribunal appeal including appeals pending on the date of this Contract in which the Township requests the Company to represent it. The Company will report quarterly to the Township the status of Tribunal appeals. The Company will handle the first fifteen (15) small claims cases each year at no additional cost. If an attorney other than Nevin Rose is needed to represent the Township before the Michigan Tax Tribunal, prior approval is required in writing by the Township Supervisor.

21C. MICHIGAN TAX TRIBUNAL LEGAL FEES

The Township representation for all Michigan Tax Tribunal petitions not in the Small Claims Division, shall be provided by legal counsel possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

November 1, 2013 to October 31, 2014	\$155.10/hour
November 1, 2014 to October 31, 2015	* Prior year X CPI+1%
November 1, 2015 to October 31, 2016	* Prior year X CPI+1%
November 1, 2016 to October 31, 2017	* Prior year X CPI+1%

21D. MICHIGAN TAX TRIBUNAL PARA-LEGAL FEES

The Para-Legal services for all Michigan Tax Tribunal petitions not in the Small Claims Division, shall be provided by the company, which possesses experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

November 1, 2013 to October 31, 2014	\$135.00/hour
November 1, 2014 to October 31, 2015	* Prior year X CPI+1%
November 1, 2015 to October 31, 2016	* Prior year X CPI+1%
November 1, 2016 to October 31, 2017	* Prior year X CPI+1%

21E. MICHIGAN TAX TRIBUNAL ASSESSMENT SERVICES PLUS SPECIAL PROJECTS

Assessment services rendered by the Company in Michigan Tax Tribunal matters shall be provided to the Township at the rate of:

Title	Beginning <u>11/01/13</u>	Beginning <u>11/01/14</u>	Beginning <u>11/01/15</u>	Beginning <u>11/01/16</u>
Appraiser Aide	\$39.79	*CPI+1%	*CPI+1%	*CPI+1%
Appraiser	\$56.97	*CPI+1%	*CPI+1%	*CPI+1%
Level III	\$100.91	*CPI+1%	*CPI+1%	*CPI+1%
Assessor	\$115.81	*CPI+1%	*CPI+1%	*CPI+1%

Hourly fee included the fringe package and overhead for the Company

21F. Michigan Tax Tribunal Legal and Assessment Services and requested Special Projects are separate from normal assessment and appraisal functions and are not a part of the fees described in paragraph 22A with the exception of the first fifteen (15) small claims cases.

22A. PAYMENT

The Township shall pay the Company as follows:

November 1, 2013 to October 31, 2014.....	\$209,229
November 1, 2014 to October 31, 2015.....	* Prior year X CPI+1%
November 1, 2015 to October 31, 2016.....	* Prior year X CPI+1%
November 1, 2016 to October 31, 2017.....	* Prior year X CPI+1%

Payment shall be made in twelve (12) equal installments due on the tenth (10th) day of each month.

22B. The Township and Company will meet to resolve any inequities resulting from unusual circumstances such as, but not limited to, a dramatic increase in the number of new building permits, a need for reappraisal of existing construction, an outside appraisal required for litigation, or changes in State laws which would alter or change the quantity of work to be performed to a substantially lesser or greater amount.

23. STATE TAX COMMISSION AUDIT

All communities in the State of Michigan are randomly subjected to State Tax Commission audit for review of compliance with established assessing practices and procedures as determined by the State. In the event of said audit Company hereby agrees to assist the Township to become compliant. It may be necessary, to expend considerable time and effort to make Township records and systems compliant. If this is necessary, company reserves the right to bill the Township at Special Project rates indicated in 21D.

24. TRANSFER OF CONTRACT WORK

The Company shall not assign or transfer the Contract, or any interest therein, without prior written approval from the Township.

25. TERMINATION PRIOR TO COMPLETION

In the event that either party shall be in substantial non-compliance with the terms of this agreement, the other party shall give the defaulting party written notice of said breach and thirty (30) days to cure the breach. If the Company fails to cure any breach within thirty (30) days after such notice, the Township may terminate this Contract immediately without further notice or liability to the Company, other than for permitted fees and expenses accrued through the date of termination.

26. DISCLOSURE OF INFORMATION

Disclosure of appraisal information to any individual, firm, or corporation, unless required by law, other than to appropriate public officials and their authorized agents, is expressly prohibited.

27. MISCELLANEOUS

Glenn Shaw, Jr., will report only to the Township Supervisor or his/her designee, or upon request of the Township Supervisor to the Township Board. All matters concerning property assessment, real and personal, shall go through Mr. Shaw. Mr. Shaw, or a delegated employee of Wayne County Appraisal Company, will certify the tax roll and, therefore, his approval on all

assessing matters is required.

28. PREPARATION OF TAX FORMS

The Company will prepare and submit all County and State Tax Commission forms relating to property assessment.

29. ALLOCATION AND APPORTIONMENT

The Company will represent the Township in all allocation and apportionment procedures.

30. MILLAGE, BONDS, AND SPECIAL ELECTIONS

The Company shall prepare all information relating to assessment necessary to the Township for millage as well as special election and bond issues.

31. REPRESENTATION BEFORE OTHER GOVERNMENTAL AGENCIES

The Company will represent the Township before all other governmental agencies in all matters relating to assessment.

32. APPLICABLE LAW

This Contract is entered into subject to the charter and ordinances of the Township and the applicable laws of the State of Michigan.

33. NONDISCRIMINATION

The Company agrees that in the performance of this contract neither the Company nor any person acting on its behalf will refuse to employ or refuse to continue in any employment any person because of race, creed, color, national origin, sex, or age. The Company will in all solicitations or advertisements for employees placed by or on behalf of the Company state that all qualified applicants shall be considered for employment without regard to race, creed, color, national origin, sex, or age.

34. AUTHORITY

The Township Supervisor and Clerk possess complete authority by resolution of the Township Board of Trustees or otherwise to execute this agreement on behalf of the Township.

WITNESSES:

WAYNE COUNTY APPRAISAL LLC

By: _____
Glenn Shaw, Jr.
Member

WITNESSES:

TOWNSHIP OF PLYMOUTH:

By: _____
Richard Reaume
Supervisor

By: _____
Nancy Conzelman
Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on the _____ day of _____, 2013, WCA Assessing., doing business as Wayne County Appraisal LLC, known to me to be the person whose name is subscribed to on the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

NOTARY PUBLIC

_____ County, Michigan

My Commission Expires: _____

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

Be it remembered that on this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came , Richard Reaume, Supervisor of the Township of Plymouth, and Nancy Conzelman, Clerk of the Township of Plymouth, a Municipal Corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Michigan, known to me to be the persons who executed the foregoing instrument of writing on behalf of said Municipal Corporation, and such persons duly acknowledged the execution of the same to be their act and deed of said Municipal Corporation.

In testimony whereof, I have hereunto set my hand and affixed by official seal the day and year last above written.

NOTARY PUBLIC

_____ County, Michigan

My Commission Expires: _____



October 8, 2013

Mr. Richard Reaume
Supervisor
Charter Township of Plymouth
9955 N. Haggerty Rd.
Plymouth, MI 48170

Dear Richard,

WCA Assessing has enjoyed a long standing working relationship with Plymouth Township since 1982. In those thirty-one years, we have seen Plymouth Township evolve into the exceptional community it is today. We are very much interested in seeing what the next thirty years brings to the community and the region.

To that end we are very much interested in continuing our relationship with Plymouth Township. Attached hereto is our response for the Request for Proposals recently published. WCA Assessing is currently servicing nine of the eighteen communities in the Conference of Western Wayne, and we feel that capacity provides us with an exceptional understanding of the area. We are excited to serve the residents and business owners of Plymouth Township, and hope to continue our relationship that we have grown to appreciate. If you should have any questions regarding this submission, please do not hesitate to let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug Shaw", is written over a faint, larger version of the same signature.

Doug Shaw
Managing Director

PROPOSAL FOR ASSESSING SERVICES CHARTER TOWNSHIP OF PLYMOUTH

SECTION I

SCOPE OF WORK

WCA Assessing has reviewed the Request For Proposals issued 9/26/2013, relative to the proposed scope of work. The services to be performed through the attached proposed contract include:

- a. Staffing the Township's Assessor's office during all operating hours, to provide professional, knowledgeable staff to assist the public and other Township departments.
- b. Real property appraisal and data entry in accordance with Michigan State Tax Commission policies and procedures, including all field work and analysis for building and related permits.
- c. Maintaining parcel's digital images and Apex building sketches.
- d. Personal property appraisal and data entry in accordance with Michigan State Tax Commission policies and procedures, including canvassing, statement entry and analysis, estimation of non-filers, and addressing any omitted property under MCL 211.34(d).
- e. Use of Township's BS&A Software assessing system.
- f. Defense of all small claims petitions brought before the Michigan Tax Tribunal, and or the State Tax Commission.
- g. Provide assistance to the Attorney regarding all full claims petitions brought before the full claims division of the Michigan Tax Tribunal.

These items are not all inclusive/exclusive of the services to be provided. WCA Assessing shall operate the Assessor's Office in the normal course of business as established by WCA Assessing and Township policies and procedures.

SECTION II

QUALIFICATIONS

1. Firm name: Wayne County Appraisal, LLC d/b/a WCA Assessing
2. Established: 1981 State: Michigan
3. Number of Employees: approximately 30 Full and Part time
4. Type of Organization: Limited Liability Corporation
5. Former firm names: Wayne County Appraisal company was created in 1981. In 2004, The firm began operating under the DBA as WCA Assessing.

SECTION II

QUALIFICATIONS - Continued

6. Home Office and telephone: 38110 Executive Dr. Ste 100
Westland MI, 48185
(734) 595-7727

6388 Executive Drive
Westland, MI 48185
(734) 331-3980

7. Website: www.wcaassessing.com

8. Personnel of Firm who will provide Township tax assessing services:

Please see attached employee list.

9. Provide property tax assessing certifications held by personnel who will be assigned to this contract:

Please see attached employee list.

10. Attach a list of similar property tax assessing service contracts performed over the past five (5) years. Include contact person and phone number, professional services provided and size of municipality.

Please see attached Client List

11. Identify any additional professional consulting services or subcontractors you will use to work on this project and their expected role:

None

12. Provide any recommendations from municipal officials in which the firm has provided similar professional assessing services.

WCA Assessing strives for excellence in customer service. To that end, we highly recommend contacting our clients for personal recommendations.

I hereby certify all of the information provided is true and answered to the best of my ability.



Doug Shaw, Managing Director
WCA Assessing (734) 634-0927

SECTION III

IDEMNITY AND INSURANCE

WCA Assessing has reviewed the Indemnity and Insurance component of the request for proposals and, if so selected, agrees to the terms therein.

**WCA Assessing
EMPLOYEE LISTING
Updated:
October 8, 2013**

<u>Employee</u>	<u>Title</u>	<u>Location</u>	<u>Number</u>	<u>Certification Level</u>
Abdullah, Mario	Appraiser	All Locations	Cell: 313-467-2360 Email: mar1abdullah@yahoo.com	MCAO
Bierzynski, Pete	Appraiser	Westland	Office: 734-467-3160 Fax 734-3546 Cell: 734-355-3400 Email: pbierzynski@cityofwestland.com	MCAO
Cooney, Tricia	Assessment Clerk	Redford Twp	Office: 313-387-2729; Fax: 313-387-2626 Email: assessing@redfordtwp.com	MCAO
Cozza, Holly	Appraiser	Northville Township City of Gibraltar Wed am	Office: 248-348-5800, Ext 10133 Fax: 248-348-8271 Office: 734-676-3900 #222 Fax: 734-676-7509 Cell: 734-658-4976 Email: hcozza@twp.northville.mi.us Email: assessing@cityofgibraltar.net Email: hcozza@wcaassessing.com	MAAO and Personal Property
Cox, Robin	Appraiser Aid	Canton Twp	Office: 734-331-3980 Cell: 734-765-9804 Email: rcox@wcaassessing.com	MCAO
Dugger, Courtney	Appraiser	Canton Twp(F) Plymouth City (T & TH) Ypsilanti (M&W)	Office: 734-394-5278 Cell: 734-787-4331 Office: 734-453-1234 ext 253 Fax: 734-455-1892 Email: wcaassessing@ci.plymouth.mi.us Email: courtney.dugger@canton-mi.org Office 734-483-7117 Fax 734-483-7324 Email: cdugger@cityofypsilanti.com	MCAO and Personal Property
Gilo Sara	Appraiser Aid	All Locations	Cell: 734-355-2311 Email: SSanng@comcast.net	MCAT
Giroux, Carl	Appraiser	Canton Township	Office: 734-394-5279 Cell: 248-444-2259 Email: carl.giroux@canton-mi.org	MAAO and Personal Property

<u>Employee</u>	<u>Title</u>	<u>Location</u>	<u>Number</u>	<u>Certification Level</u>
Gonzales, Mike	Appraiser	Harper Woods (W)	Office: 313-343-2527 Cell: 313-713-6538 Email: mgonzales@wcaassessing.com	MCAO
Gracer, Jessica	Supervisor/Appraiser	Redford Township Garden City	Office: 313-387-2729; Fax: 313-387-2626 Office: 734-793-1614; Fax 734-793-1611 Cell: 586-805-0360 Email: jrivington@redfordtwp.com or jessrivi@yahoo.com Email: jgracer@wcaassessing.com	MAAO and Personal Property
Hadyniak Jennifer	Appraiser	Westland	Office: 734-467-3160; Fax 734-467-3546 Cell: 734-775-3075 Email: : jhadyniak@cityofwestland.com Email: jhadyniak@wcaassessing.com	MAAO and Personal Property
Hayley, Tracy	Appraiser	Plymouth Township	Office: 734-354-3266; Fax 734-454-5718 Cell: 734-751-6300 Email: thayley@plymouthtwp.org Email: thayley@wcaassessing.com	MAAO and Personal Property
Hobayak, Lynette	CFO	GSA	Office: 734-595-7727; Fax 734-595-7736 Email: martingal06@aol.com	
Hobayak, Tony	Appraiser Aid	Westland	Office: 734-467-3160; Fax 734-467-3546 Cell: 734-751-5317 Email: thobayak@cityofwestland.com and HobieCrafts@aol.com	MCAT
Kadi, Meriem	Appraiser Aid	All Locations	Cell: 734-718-0476 Email: Merkadi131@yahoo.com	MCAO
Kott, Katie	Appraiser Aid	All Locations	Cell: 734-756-1854 Email: mamakott@gmail.com	MCAT
Lupi, Bob	Assessor	Plymouth Township	Cell: 734-476-1364; Home: 810-844-0132 Mail: 4598 Golf View Dr., Brighton, MI 48116 Email: lupikathy@yahoo.com	MMAO

<u>Employee</u>	<u>Title</u>	<u>Location</u>	<u>Number</u>	<u>Certification Level</u>
Mathews, Diane	Personal Property	Canton Twp (T)	Office: 734-394-5104; Fax: 734-394-5108 Cell: 248-310-4435; Home: 248-446-1988 Email: diane.mathews@canton-mi.org	CMAE and Personal Property
McLenaghan, John	Supervisor	Westland	Office 734-595-7727, Fax 734-595-7736 Email: johntmcLenaghan@yahoo.com	MAAO
Pizzo, Emily	Appraiser	Ann Twp (Mpm, Wam,F) Canton (Tu/Thur) Chelsea (Mam,Wpm)	Office: 734-663-8540; Fax: 734-663-6678 Office: 734-394-5103; Fax: 734-394-5108 Office: 734-475-1771 Ext 213 Fax: 734-475-4383 Cell: 734-709-2588 Email: assessor@aatwp.org or epizzo@wcaassessing.com or assessor@city-chelsea.org	MCAO and Personal Property
Powers, Aaron	Managing Director	All Locations	Cell: 734-905-2999 Emails: apowers@ci.plymouth.mi.us or apowers@redfordtwp.com Emails: apowers@wcaassessing.com	MMAO
Rohraff, Jamie	Assessment Clerk	Canton	Office: 734-394-5102; Fax 734-9345108 Cell: 734-377-1215 Email: Jamie.rohraff@canton-mi.org	MCAT
Shaw, Doug	Managing Director	All Locations	Canton: 734-394-5105; Fax: 734-394-5108 Westland: 734-595-7727; Fax 734-595-7736 Cell: 734-634-0927 Email: doug.shaw@canton-mi.org or dshaw@wcaassessing.com	MAAO and Personal Property
Shaw, Glenn	President	All Locations	Westland: 734-595-7727; Fax: 734-595-7736 Cell: 734-635-8200; Home: 734-667-4407 Florida: 386-437-4945; Cottage: 231-652-6196 Email: theboss52@aol.com	MAAO and Personal Property
Shaw, Melanie	Appraiser	Belleville (Wam) Northville (M, T Wpm)	Belleville : 734-697-9577; Fax: 734-697-0916 Northville 248-348-5800 Ext 10133 Cell: 248-894-2109 Email: twinsmh@yahoo.com , assessing@belleville.mi.us	MCAO
Stanton, Beverly	Appraiser	Westland	Office: 734-595-7727, Fax 734-595-7736 Cell: 734-812-9094 Email: asominc@comcast.net	

<u>Employee</u>	<u>Title</u>	<u>Location</u>	<u>Number</u>	<u>Certification Level</u>
Steele, Garrett	Appraiser	Westland	Office 734-595-7727; Fax 734-595-7736 Cell 248-701-8746 Email: gsteele07@gmail.com	MCAO, Personal Property, ASA, BAE
Thornton, Amy	Supervisor/Appraiser	Canton Twp (Mon Fri) Salem Twp (Tue , Wed Thursday)	Canton: 734-394-5106; Fax: 734-394-5108 Cell: 313-350-8427; Home: 734-525-7016 Email: amy.thornton@canton-mi.org Salem Twp: 248-912-6736 Fax: 248-349-9350 Email: assessor@salem-mi.org	MAAO and Personal Property

Our Clients are Our References

Mr. Phil LaJoy, Supervisor
Township of Canton
1150 S. Canton Center Road
Canton, MI 48188
Phone: (734) 394-5185
phil.lajoy@canton-mi.org
Years of Service: 31

Ms. Tracey Schultz-Kobylarz,
Supervisor
Township of Redford
15145 Beech Daly
Redford, MI 48239
Phone: (313) 387-2705
tskobylarz@redfordtwp.com
Years of Service: 7

Mr. Richard Reaume, Supervisor
Township of Plymouth
9955 N. Haggerty Road
Plymouth, MI 48170-4673
Phone: (734) 453-3840
rreaume@plymouthtwp.org
Years of Service: 31

Robert Muery, City Manager
Garden City
6000 Middlebelt Road
Garden City, MI 48135
Phone: 734 793-1620
rmuery@gardencitymi.org
Years of Service: 5

Mr. Chip Snider
Township Manager
Township of Northville
44405 Six Mile Road
Northville, MI 48168-9670
Phone: (248) 348-5800
csnider@twp.northville.mi.us
Years of Service: 24

Mr. Derek Theil, City Manager
City of Gibraltar
29450 Munroe
Gibraltar, MI 48173
Phone: 734 696-3900
dtheil@cityofgibraltar.net
Years of Service: 4

Mr. Mike Moran, Supervisor
Ann Arbor Township
3792 Pontiac Trail
Ann Arbor, MI 48105
Phone: 734-663-3418
mmoran@aatwp.org
Years of Service: 21

Ms. Kim Garland, Administrator
City of Chelsea
310 N. Main
Chelsea, MI 48118
Phone: 734 475-1771
kgarland@ci.chelsea.mi.us
Years of Service: 4

Mr. Paul Sincock, City Manager
City of Plymouth
201 S. Main
Plymouth, MI 48170
Phone: 734-453-1234
psincock@ci.plymouth.mi.us
Years of Service: 9

Ms. Diana Kollmeyer , City Mgr.
City of Belleville
6 Main Street
Belleville, MI 48111
Phone: (734) 697-9323
dkollmeyer@belleville.mi.us
Years of Service: 3

Ralph Lange
City Manager
City of Ypsilanti
1 South Huron St.
Ypsilanti, MI 48197
Phone: (734) 483-1810
rlange@cityofypsilanti.com
Years of Service: 3

Mr. William Wild
Mayor
City of Westland
36601 Ford Road
Westland, MI 48185
Phone: (734) 467-3200
mayorwild@cityofwestland.org
Years of Service: 2

Mr. Thomas Skrobola
Director of Management Services
City of Kalamazoo
241 West South Street
Kalamazoo, MI 49007
Phone: (269) 337-8457
Skrobolat@kalamazoocity.org
Years of Service: 2

Mr. Robert English
City Manager
City of Wayne
3355 South Wayne Road
Wayne, MI 48184
Phone: (734) 722-2000
renghish@ci.wayne.mi.us
Years of Service :1

Mr. Randy Skotarczyk
City Manager
City of Harper Woods
19617 Harper
Harper Woods, MI 48225
Phone: (313) 343-2505
Lfrank@Harperwoods.net
Years of Service :1



Providing Assessing Services Throughout SE Michigan

COMPANY HISTORY

Ann Arbor Township
(734) 663-8540

Canton Township
(734) 394-5111

City of Belleville
(734) 697-9577

City of Chelsea
(734) 475-1771

City of Garden City
(734) 793-1614

City of Gibraltar
(734) 676-3900

City of Ypsilanti
(734) 483-1530

Northville Township
(248) 348-5800

Plymouth City
(734) 453-1234

Plymouth Township
(734) 354-3266

Redford Township
(313) 387-2729

Salem Township
(248) 912-6736

In 1980 after leaving the City of Westland as the Assessor, Glenn Shaw Jr. started the company known as Wayne County Appraisal. Wayne County Appraisal was originally contracted to perform re-appraisals of two Western Wayne County Communities, Canton Township and Plymouth Township. Much different today, these communities have experienced significant growth in some years experiencing over 1,000 new home starts.

As the company grew, other municipalities in the area became aware of the cost-effective solution of contracting out property tax assessing services. Northville Township and Ann Arbor Township soon became clients.

Beginning in 2004, Wayne County Appraisal began a period of unprecedented growth, both in clientele and employee size. Numerous new communities and staff were added. Many of our staff came from other units of government, and many we have been able to train and certify internally. Each community presents new challenges in terms of property composition and make-up.

As Wayne County Appraisal began to service numerous communities outside of Wayne County, WCA Assessing was born. We currently service communities in three counties. WCA has been in the forefront of the technology prevalent in the assessing community. Our clients use a mix of BS&A .net and pervasive systems, as well as numerous Treasurers Office systems including New World, BS&A and others.

Training and education is of the utmost importance to WCA. Every year in addition to obtaining necessary certification renewals, we have provided numerous internal training seminars on relevant topics. From Dale Carnegie training to Tax Tribunal seminars presented by sitting judges, we strive to stay at the forefront of our profession.



Providing Assessing Services Throughout SE Michigan

Ann Arbor Township
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City of Garden City
(734) 793-1614

City of Gibraltar
(734) 676-3900

City of Ypsilanti
(734) 483-1530

Northville Township
(248) 348-5800

Plymouth City
(734) 453-1234

Plymouth Township
(734) 354-3266

Redford Township
(313) 387-2729

Salem Township
(248) 912-6736

With the economic market changes of 2007/2008 communities have sought ways to provide excellent service to their residents while reducing budgets. Unlike police and fire, assessing is a transparent service that can, and often is, provided by professionals contracted to the municipality. WCA has successfully sought to capitalize on this with planned and sustained growth.

With a diverse clientele of 15 communities we understand the different financial requirements of each and tailor our services accordingly. In one community we may staff the office daily with multiple appraisers, aids and clerks, while in others we may have set office hours two or three times a week. In each and every instance we do what's necessary to get the job done correct and done correct the first time... our professional reputation depends on it.

As one might imagine, in our business, it is relatively difficult to place an ad in the yellowpages to obtain new clients. Therefore our reputation and the satisfaction of our clients is paramount for our company to grow. That is why in nearly every communication we have with a prospective community, we urge those officials to contact our clients as we know that is the best indicator of our level of success.

**SECTION VII
IRAN LINKED BUSINESS CERTIFICATION**

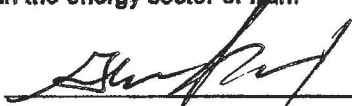
Pursuant to Michigan Public Act 517 of 2012, any Bidder that submits a bid on a request for proposal with Plymouth Township shall certify that Bidder is not an Iran linked business. An Iran linked business is not eligible to submit a bid on a request for proposal with the Township. See attached definitions regarding this certification.

The undersigned Bidder does hereby certify, pursuant to Michigan Public Act 517 of 2012, that:

Bidder is not a person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, or

Bidder is not a financial institution that extends credit to another person if that person will use the credit to engage in investment activities in the energy sector of Iran.

Date: 10/8/13



By: Glenn Shaw Jr

Its: Pres

Subscribed and sworn to before me, a Notary Public on this 0 day of October, 2013.


Notary Public _____

Wayne County, Michigan

My Commission Expires: 1-6-16

**CHARTER TOWNSHIP OF PLYMOUTH
STAFF REQUEST FOR BOARD ACTION**

Meeting date: October 22, 2013

ITEM: Downtown Development Authority Budget

BRIEF:

ACTION: Approve the Plymouth Township DDA - Downtown Development Authority 2013 Amended Budget and 2014 Recommended Budget.

DEPARTMENT/PRESENTER(S): Supervisor Richard M. Reaume

BACKGROUND: The Township created the Plymouth Township DDA under Public Act 197 of 1975 (hereinafter the "Act") and pursuant to the Act in MCL 125.1678 Section 28 (1) the DDA budget needs to be submitted and approved by the governing body of the municipality.

BUDGET/TIME LINE: DDA 2013 Amended and 2014 Recommended Budget

RECOMMENDATION: Approval

PROPOSED MOTION:

I move to adopt Resolution No. 2013-10-22-40 approving The Charter Township of Plymouth Downtown Development Authority 2013 Amended Budget and 2014 Recommended Budget.

RECOMMENDATION: Moved by: _____ Seconded by: _____

VOTE: __ KA __ CC __ RD __ MK __ RE __ NC __ RR

MOTION CARRIED _____ **MOTION DEFEATED** _____

**STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH**

RESOLUTION 2013-10-22-40

**RESOLUTION FOR THE ACCEPTANCE OF
2013 AMENDED AND 2014 RECOMMENDED
DOWNTOWN DEVELOPMENT AUTHORITY BUDGET**

At a Regular Meeting of the Charter Township of Plymouth Board of Trustees, Wayne County, Michigan, held at the Township Hall located at 9955 N. Haggerty Road, Plymouth, Michigan on the 8th day of October, 2013 at 7:00 pm.

Whereas, The Board of Trustees adopted a Resolution to Approve the Intergovernmental Agreement between the Charter County of Wayne and the Charter Township of Plymouth on January 12, 2011 creating the Plymouth Township Downtown Development Authority (hereinafter the "DDA"); and

Whereas, The Township created the Plymouth Township DDA under Public Act 197 of 1975 (hereinafter the "Act") and pursuant to the Act, the DDA would have the ability to capture the increased County and Township ad valorem taxes for improvements within the DDA; and

Whereas, The DDA with has submitted their 2013 Amended Budget and 2104 Recommended Budget for approval by The Charter Township of Plymouth Board of Trustees pursuant to MCL 125.1678 Section 28 (1).

Now therefore be it resolved,

The Charter Township of Plymouth Board of Trustees does hereby approve the Downtown Development Authority 2013 Amended Budget and 2014 Recommended Budget as submitted.

Present: [Arnold, Curmi, Conzelman, Doroshewitz, Edwards, Kelly, Reaume]

Absent: [None]

Moved:

Supported:

ROLL CALL

Ayes:

Nays:

Adopted: [Regular Meeting - October 22, 2013]

CERTIFICATION: I hereby certify that the foregoing is a true and complete resolution adopted by Board of Trustees for the Charter Township of Plymouth.

**Nancy C. Conzelman, Clerk
Charter Township of Plymouth**

CHARTER TOWNSHIP OF PLYMOUTH DOWNTOWN DEVELOPMENT AUTHORITY
Amended 2013 Plymouth Township Downtown Development Authority Fund Budget and
Recommended 2014 Plymouth Township Downtown Development Authority Budget

	<u>Actual</u> <u>2011</u>	<u>Actual</u> <u>2012</u>	<u>Current</u> <u>Budget</u> <u>2013</u>	<u>Actual</u> <u>as of</u> <u>8/31/2013</u>	<u>Amended</u> <u>Budget</u> <u>2013</u>	<u>Recommended</u> <u>Budget</u> <u>2014</u>
<u>Revenue</u>						
Taxes	\$ 328,698	\$ 266,566	\$ 225,000	\$ 250,000	\$ 251,000	\$ 250,000
Grant/Other Income	\$ 38,288	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ 150	\$ 865	\$ 1,500	\$ 1,306	\$ 1,500	\$ 750
Total	\$ 367,136	\$ 267,431	\$ 226,500	\$ 251,306	\$ 252,500	\$ 250,750
<u>Expenditures</u>						
Maintenance	\$ 57,769	\$ 47,701	\$ 72,500	\$ 34,504	\$ 72,500	\$ 120,000
Consultants	\$ -	\$ 2,162	\$ 32,500	\$ -	\$ 2,500	\$ 2,500
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000
Capital Expenditures	\$ -	\$ 55,110	\$ 850,000	\$ 678,403	\$ 935,000	\$ -
Total	\$ 57,769	\$ 104,973	\$ 955,000	\$ 712,907	\$ 1,010,000	\$ 128,500
Revenue less Expenditures	\$ 309,367	\$ 162,458	\$ (728,500)	\$ (461,601)	\$ (757,500)	\$ 122,250
Transfer/ Loan	\$ -	\$ -	\$ (300,000)	\$ (100,000)	\$ (300,000)	\$ 125,000
Fund Balance (Deficit) Beginning	\$ 19,920	\$ 329,287	\$ 491,745	\$ 491,745	\$ 491,745	\$ 34,245
Fund Balance (Deficit) Ending	\$ 329,287	\$ 491,745	\$ 63,245	\$ 130,144	\$ 34,245	\$ 31,495

**CHARTER TOWNSHIP OF PLYMOUTH
STAFF REQUEST FOR BOARD ACTION**

Meeting Date: October 22, 2013

ITEM: SAW Grant Application

BRIEF:

Township to apply for a Michigan Department of Environmental Quality (MDEQ) grant for Sanitary Wastewater Asset Management.

ACTION:

The Board is asked to adopt the attached Resolution as required by the MDEQ as part of the grant application.

DEPARTMENT / PRESENTER(S):

Patrick J. Fellrath, P.E., Director of Public Utilities
Michael MacDonald, P.E., Hubbell, Roth & Clark

BACKGROUND:

The MDEQ is offering grants called Stormwater, Asset Management and Wastewater (SAW) grants to municipalities. Grants are available up to \$2M per municipality with match of 10% for the first million and 25% for the second million. Grants apply to eligible planning and/or design projects only.

The DPW plans to apply for a grant in the full amount for the development of an asset management plan for the Township’s sanitary wastewater system. Project work will involve upgrading and updating the Township’s Geographic Information System for assessing the condition and needs of the Township’s sanitary sewer system.

Grant applications are due on or before December 2, 2013. MDEQ requires the attached Resolution be approved verbatim by the Township Board as part of the grant application.

BUDGET / TIME LINE:

Water and Sewer Fund / Notice of Award expected in April 2014

RECOMMENDATION: Approve.

PROPOSED MOTION: Move to adopt Resolution 2013-10-22-41 authorizing the Township Supervisor to approve the SAW Grant Agreement with the Michigan Finance Authority and Michigan Department of Environmental Quality and authorize the Township Supervisor and Clerk to execute same.

RECOMMENDATION:

Moved by: _____ Seconded by: _____

VOTE: KA CC RD MK RE NC RR

MOTION CARRIED _____ MOTION DEFEATED _____

SAW GRANT APPLICATION

Rick Snyder, Governor

Michigan Department of Environmental Quality (DEQ)

Dan Wyant, Director

<http://www.michigan.gov/deq>

Michigan Department of Treasury Michigan Finance Authority (Authority)

Andy Dillon, State Treasurer

<http://www.michigan.gov/treasury>

Administered by:

Department of Environmental Quality
Office of Drinking Water and Municipal Assistance
Revolving Loan Section
Sonya T. Butler, Chief

Department of Treasury
Michigan Finance Authority
Joseph Fielek, Executive Director

Mailing Addresses:

PO Box 30241
Lansing, Michigan 48909
517-284-5433

PO Box 15128
Lansing, Michigan 48901
517-335-0994

Delivery Addresses:

Constitution Hall
4th Floor South
525 West Allegan Street
Lansing, Michigan 48933

Richard H. Austin Building
1st Floor
430 West Allegan Street
Lansing, Michigan 48922

**Completion of this application is mandatory for the applicant
to be considered for SAW Grant Program assistance.**

Printed under the authority of Parts 52 and 53, of the Natural Resources and Environmental Protection Act,
1994 PA 451, as amended.

SAW Grant Application Instructions

Project information: This portion of the grant application needs to be completed and returned with one or more of the grant activities noted in the appendices below.

Authorizing Resolution: The resolution must be signed and dated. Submit the resolution with the project information noted above.

Sample Grant Agreement: A sample of the grant agreement must accompany the resolution.

Appendices: Provide complete information as noted in the Appendix that corresponds to the proposed project. Each Appendix contains guidance on eligibility and general information related to the grant activity.

- Appendix A: Wastewater Planning, Design and User Charge Activities
- Appendix B: Planning and/or Design of Stormwater and/or Nonpoint Source of Water Pollution
- Appendix C: Asset Management Plan for Stormwater and Wastewater
- Appendix D: Stormwater Management Plan
- Appendix E: SAW Innovative Wastewater and Stormwater Technology
- Appendix F: Disadvantaged Community Status Determination Worksheet

Appendix C and Appendix E will require a separate certification within 3 years of the grant award confirming that grant activities have been completed. The certification forms can be found at: www.michigan.gov/cleanwaterrevolvingfund (select Forms and Guidance).

A hard copy of the grant application must be submitted to the DEQ. Grant applications may be submitted at any time beginning December 2, 2013. Grant awards will be issued quarterly based on the date an application is administratively complete, until available SAW funding had been exhausted.

PROJECT INFORMATION

Project Name and County _____

A. Legal Name of Applicant _____

The legal name of the applicant may be different from the name of the project. For example, a county may be the legal applicant, while the project may be named for the particular village or township it will serve.

If applicant is not a City/County/Township/Village, provide Authorizing Statute to qualify as a municipality. _____

B. Mailing Address of Applicant

Street, P.O. Box _____

City, State & Zip _____

County(s) project is located in _____

(Area Code and Telephone Number)

C. Designated Contacts for this Project

1. Authorized Representative (Name below must match the person named in the resolution)

Name _____

Title _____

Street, P.O. Box _____

City, State & Zip _____

(Area Code and Telephone Number)

(E-mail Address)

2. Applicant's Financial Advisor

Name _____

Firm _____

Street, P.O. Box _____

City, State & Zip _____

(Area Code and Telephone Number)

(E-mail Address)

3. Applicant's Consulting Engineer (if applicable)

Name _____

Firm _____

Street, P.O. Box _____

City, State & Zip _____

(Area Code and Telephone Number)

(E-mail Address)

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

4. Primary Contact (if different than authorized representative)

Name _____ Title _____

(Area Code and Telephone Number)

(E-mail Address)

D. Disclosure of Conditions Requiring Repayment of Grant

The intent of the SAW Grant Program is to accelerate the statewide use of asset management planning practices as well as improve water quality. It is expected that SAW grant wastewater or stormwater recipients will implement the necessary construction for which grant funding was provided for any planning, design, and/or user charge grants. SAW grant recipients for wastewater system asset management plans are required to make significant progress (as defined in Appendix C) on the funding structure. Stormwater Asset Management Plan (AMP) recipients are required to implement the plan (as defined in Appendix C). Stormwater management grant recipients must develop a stormwater management plan. An innovative technology grant recipient must proceed with the project if testing and demonstration show that the water quality issue may be successfully and feasibly addressed with full scale implementation. Consistent with this intent and provisions of Part 52 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended:

“(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided.”

E. Project Need and Proposed Scope of Work

In order to improve water quality, the applicant can seek SAW Grant Program assistance to cover the costs of: 1) planning, design, and/or user charge of a wastewater or stormwater system; 2) asset management for a wastewater and/or stormwater system; 3) a stormwater management plan; and 4) innovative wastewater and stormwater technologies. Details for establishing project need for each of these categories can be found in the appendices.

Describe the specific activities you will fund with SAW grant assistance. Describe the system deficiencies and/or water quality problems you want to evaluate/address: **(Attach additional pages as necessary.)**

F. Ownership of System Facilities or Assets

Is the legal entity that owns the system facilities or assets described in the proposed scope of work the same as the legal name of the applicant (see Item A)? YES NO

If NO, has the applicant obtained the necessary legal documentation delegating the applicant as an agent of the owner who has the authority for implementing the activities associated with the proposed scope of work at the direction of the owner? (Certification of this legal relationship must be provided prior to the applicant receiving SAW grant assistance. The applicant must have the authority to establish a rate structure necessary to demonstrate significant progress with implementing a wastewater asset management plan if applicable. Note that a rate structure is not required for a stormwater asset management grant.) YES NO

G. Funding Source for Associated Construction (if applicable)

If the proposed scope of work for SAW grant assistance will result in subsequent construction, then identify the anticipated funding source(s) for the construction.

SAW SRF SWQIF Rural Development Other (explain) _____

The applicant intends to seek SAW, SRF, and/or SWQIF loan(s) to construct the proposed project in fiscal year _____ (an October 1st to September 30th fiscal year).

If construction financing is anticipated to come from a source other than SAW, SRF and/or SWQIF, identify the proposed construction year(s): _____.

H. SAW Grant Agreement Period

Start date of grant-funded tasks: _____ (month/year). May include services rendered on or after January 2, 2013, the effective date of the SAW program legislation.

Estimated date for completion of **all** grant-funded tasks: _____ (month/year). Must be completed within 3 years of executed grant.

I. Does this project have an associated SRF/SWQIF loan or S2 grant(s)? If so, indicate the project number(s) below:

S2 Grant Project # _____ **SRF Loan Project #** _____ **SWQIF Loan Project #** _____

J. Is the applicant in receivership? YES NO

Is the applicant operating under an emergency manager or an emergency financial manager appointed under state law? YES NO

Is the applicant operating under a consent agreement as provided under the local government fiscal responsibility act, 1990 PA 72, MCL 141.1201 to 141.1291?

YES NO

If a disadvantaged community status determination is being requested, then complete and submit the worksheet in Appendix F. Communities considered disadvantaged by the DEQ can be awarded up to \$500,000 in grant funds to construct projects identified in an asset management plan.

K. Project Cost Worksheet

Read the instructions below before completing the Project Cost Worksheet.

Grant Budget Item	Incurred Project Costs A	Estimated Project Costs B	Cost Supporting Documents Attached?	Total Project Costs A+B
1. Project Planning Costs			<input type="checkbox"/> YES	
2. Design Engineering Costs			<input type="checkbox"/> YES	
3. User Charge System Development Costs			<input type="checkbox"/> YES	
4. Wastewater Asset Management Plan Costs			<input type="checkbox"/> YES	
5. Stormwater Asset Management Plan Costs			<input type="checkbox"/> YES	
6. Stormwater Management Plan Costs			<input type="checkbox"/> YES	
7. Innovative Wastewater and Stormwater Technology Costs			<input type="checkbox"/> YES	
8. Disadvantaged Community Construction Cost			<input type="checkbox"/> YES	
9. Cost Subtotal				
10. LESS Local Match				
11. Requested SAW Grant Amount (Line 9 minus Line 10)				

1. Entering Cost Figures

To complete the Project Cost Worksheet, enter costs incurred to date in the first column and estimated costs in the second column. **Use whole dollar amounts for all entries.** A budget line item may have costs entered in each column; however, the entries must accurately reflect the division between incurred costs and estimated (i.e., the costs in the second column must not be a cumulative total but are to represent the balance of costs not yet incurred).

2. Supporting Documentation

Documentation must be attached to your application to support the costs included on the Project Cost Worksheet: Validate by checking the box in the third column on each requested line item.

- For incurred costs, adequate supporting documentation means executed contract; an invoice; proof of billing or payment for each cost for which grant assistance is being sought (e.g., copies of the monthly invoices from your consulting engineer, timesheet/payroll records showing hours worked and work performed).
- For estimated costs, adequate supporting documentation means an engineer’s estimate; a letter, or email from a vendor detailing the services to be rendered and their costs; or a ledger of anticipated billable force account hours, employee rates, and classifications.

3. Executed Contracts (required for reimbursement, not required for grant application)

A contract between the applicant and the vendor must be executed for each service that has been or is to be rendered if the cost of such service is greater than \$50,000. An executed

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copy of each contract, with a clear identification of the scope of the service(s) and a contract period, must be submitted prior to reimbursements of costs.

4. Line-By-Line Completion Guidance

In addition to the costs described below, costs eligible for SAW grant assistance include: those incurred for services rendered on or after January 2, 2013; for services to prepare this grant application; and for activities performed by the applicant's employees that are directly related to the project. These incurred costs or cost estimates should be placed under the applicable budget lines.

Line 1 – Project Planning Costs

The costs associated with project planning activities and preparation of required planning documents. Refer to Appendix A or B.

Line 2 – Design Engineering Costs

The costs associated with engineering design and preparation of design required documents. Bidding phase services, including construction staking, are not eligible for SAW grant assistance. Refer to Appendix A or B.

Line 3 – User Charge System Development Costs

The costs associated with developing or updating the applicant's system of rates and user charges to cover the costs of project construction, operation, and maintenance as part of a planning or design grant. The costs to develop, amend, and pass sewer use ordinances, and prepare or revise intermunicipal service agreements necessary for construction of the proposed project are also eligible for reimbursement. Refer to Appendix A or B.

Line 4 – Wastewater Asset Management Plan Costs

The costs associated with developing a wastewater asset management plan. Only those components addressing wastewater assets are eligible (e.g., costs associated with conducting an asset inventory of other utilities cannot be included). Refer to Appendix C.

Line 5 – Stormwater Asset Management Plan Costs

The costs associated with the development of a stormwater asset management plan. SAW grant assistance is available for the development of an asset management plan for both open and enclosed storm sewer systems. Open drainage systems that are deemed surface waters of the state are not eligible for assistance to develop a stormwater asset management plan. Refer to Appendix C.

Line 6 – Stormwater Management Plan Costs

The costs associated with the development of a stormwater management plan. SAW grant assistance is available for the development of plans intended to address water quality problems from MS4 permitted stormwater systems and unpermitted stormwater runoff and nonpoint sources of pollution. Refer to the Stormwater Management Plan guidance and Appendix D for information on eligible plans and planning activities.

Line 7 – Innovative Wastewater and Stormwater Technology Costs

The costs associated with testing and demonstrating the practical use of technology to address a water quality issue. The cost of the technology is not eligible for SAW grant assistance. Refer to Appendix E.

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Line 8 – Disadvantaged Community Construction Cost

The construction costs associated with a project identified in an asset management plan. The costs cannot exceed \$500,000. This is only available to communities identified as “disadvantaged.” See Appendix F.

Line 10 – Required Local Match

SAW grant assistance is limited to \$2 million per community with a 10-percent local match for the first million and a 25-percent local match for the second million. Applicants who responded “Yes” to any of the questions under Section J of this application or whose community status is determined as disadvantaged by the DEQ are not required to provide a local match.

L. Covenants and Certifications

The applicant must abide by all of the covenants and certifications enumerated below:

1. The applicant has the legal, managerial, institutional, and financial capability to plan, design, and build the project, or cause the project to be built, and cause all facilities eventually constructed to be adequately operated.
2. The applicant certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the project, the prospects for its completion, or the applicant's ability to make timely repayments of the grant if the project does not proceed.
3. The applicant agrees to provide the local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.
4. The applicant agrees to maintain complete books and records relating to the grant and financial affairs of the project in accordance with generally accepted accounting principles (GAAP) and generally accepted government auditing standards (GAGAS).
5. The applicant agrees that all municipal contracts related to the project will provide that the prime contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.
6. The applicant agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners, or agents with which the applicant negotiates an agreement.
7. The applicant agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years and that if litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.
8. The applicant agrees to ensure that planning and design activities of the project are conducted in compliance with the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; its Administrative Rules; and all applicable state laws, executive orders, regulations, policies, and procedures.
9. The applicant acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

I certify that I am the authorized representative designated by the municipality, as defined by Section 324.5301(i) of Part 53 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, that will receive the grant for this project and that the application information being submitted is complete and accurate to the best of my knowledge.

I further certify that _____ (*legal name of applicant*) agrees to and will abide by the covenants and certifications stipulated above.

Name and Title of Authorized Representative (*Please Print or Type*)

Signature of Authorized Representative (*Original Signature Required*)

Date

Required Documents

The following documents must be submitted with this application. This grant application will be deemed incomplete if the required documents are not attached.

- (1) Authorizing Resolution. An adopted and certified copy of the attached standard resolution, **including the SAW Grant Agreement boilerplate marked SAMPLE**, must be attached.
- (2) Application Information. The proposed scope of work must be supported by the additional information required under Section E on page 3.
- (3) Cost Support Documentation. All requested costs must be supported with documentation consistent with the instructions on pages 5-7.
- (4) All of the required information listed in each of the applicable appendices must be provided.

Please return the application and the specified attachments to:

REVOLVING LOAN SECTION
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

MAILING ADDRESS
P.O. BOX 30241
LANSING MI 48909-7741

SURFACE DELIVERY ADDRESS
CONSTITUTION HALL, 4TH FLOOR SOUTH
525 W ALLEGANS ST
LANSING MI 48933

Grant Application Received By:	Can Expect A Grant Award In:*
July 1	October
October 1	January
January 1	April
April 1	July

*A hard copy of the grant application must be submitted to the DEQ. Grant application may be submitted at any time beginning December 2, 2013. Grant awards will be issued quarterly based upon the date an application is administratively complete, until available SAW funding has been exhausted.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

**Please Use the Attached Resolution “As Is”
(Do Not Substitute Your Own Form)**

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

Charter Township of Plymouth
County of Wayne

Resolution Authorizing the SAW Grant Agreement

Minutes of the regular meeting of the Board of Trustees of the Charter Township of Plymouth County of Wayne, State of Michigan, (the "Municipality") held on November 12, 2013.

PRESENT: Members: _____

ABSENT: Members: _____

Member _____ offered and moved the adoption of the following resolution, seconded by Member _____ .

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL 324.5204e that the Michigan Finance Authority (the "MFA") in consultation with the Michigan Department of Environmental Quality (the "DEQ") shall establish a strategic water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2012 PA 511, which provides grants to municipalities for sewage collection and treatment systems or storm water or nonpoint source pollution control; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient shall enter into a grant agreement (the "SAW Grant Agreement") that requires the Municipality to repay the grant under certain conditions as set forth in MCL 324.5204e, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to establish a(n) (*select one or more*) asset management plan, stormwater management plan, plan for wastewater/stormwater, design of wastewater/stormwater, innovative technology, or for disadvantaged community construction activities (up to \$500,000).

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed \$2,000,000.00 ("Grant") be requested from the MFA and the DEQ to pay for the planning and/or design activities; and

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WHEREAS, the Municipality shall obtain this Grant by entering into the SAW Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. _____ (*title of the designee's position*), a position currently held by _____ (*name of the designee*), is designated as the Authorized Representative for purposes of the SAW Grant Agreement.
2. The proposed form of the SAW Grant Agreement between the Municipality, the MFA and DEQ (attached hereto as Appendix I) is hereby approved and the Authorized Representative is authorized and directed to execute the SAW Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.
3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if the Municipality is unable to, or decides not to, proceed with constructing the project or implementing the asset management program for which the funding is provided within 3 years of the Grant award.
4. The Grant, if repayable, shall be a first budget obligation from the general funds of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.
5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees that are unrelated to the project.
6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.
7. The Municipality acknowledges that the SAW Grant Agreement is a contract between the Municipality, the MFA and the DEQ.
8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

YEAS: Members:

NAYS: Members:

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Trustees of the Charter Township of Plymouth, County of Wayne, 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.

Name
_____ of _____, Clerk
_____ of _____ County of _____



Michigan Finance Authority

Stormwater, Asset Management, and Wastewater (SAW) GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of _____ 20____, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the _____, County of _____ ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: SAW Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A does not guarantee loan assistance from the State Revolving Fund, Strategic Water Quality Initiatives Fund, or Stormwater, Asset Management or Wastewater.

GRANTEE INFORMATION:

Name/Title of Authorized Representative

Address

Address

Telephone number

E-mail address

GRANT INFORMATION:

Project Name: _____
Project #: _____
Amount of Grant: \$ _____
Amount of Match \$ _____
Project Total \$ _____ (grant plus match)
Start Date: _____ End Date: _____

DEQ REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

AUTHORITY REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

Signature of Grantee

Date

Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Its Authorized Officer

Date

MICHIGAN FINANCE AUTHORITY

Its Authorized Officer

Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

- (A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.
- (B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.**

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III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.
- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- (E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- (F) The Grantee acknowledges that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

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VII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq*.

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

(A) The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom
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the Grantee may be held liable.

- (B) The Grantee must comply with applicant workers' compensation laws while engaging in activities authorized under this Agreement.

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

- (A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.
- (B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.

XV. CLOSEOUT

- (A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.
- (B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.
- (C) The Grantee shall immediately refund to the State any payments or funds in excess of the costs allowed by this Agreement.

XVI. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.

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XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

(3) If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(4) During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.

(5) If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(C) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.

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(2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its executive(s) or governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

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(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF.

“(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided.”

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. Significant progress is defined as a 5-year plan to eliminated the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant recipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee's ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

(3) The Grantee agrees to provide the minimum appropriate local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the

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Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

XIX. USE OF MATERIAL

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Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

XX. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

XXI. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses as outlined in Michigan Compiled Law 129.312

XXIII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a 3-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 a public transaction as defined in 45 CFR 1185; 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.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

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- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

SAMPLE

SAW Grant Program

Project No. _____

Exhibit A

Grantee: _____

Project Name: _____

DEQ Approved Grant Amount: \$ _____; _____
 _____ Dollars

Time Period for Eligible Costs: Start Date _____ (month/year)

End Date _____ (month/year)

Description of Approved Project Scope:

DEQ Approved Project Costs	
1. Project Planning Costs	
2. Design Engineering Costs	
3. User Charge Development Costs	
4. Wastewater Asset Management Plan Costs	
5. Stormwater Asset Management Plan Costs	
6. Stormwater Management Plan Costs	
7. Innovative Wastewater and Stormwater Technology Costs	
8. Disadvantaged Community Construction Cost	
9. Cost Subtotal	
10. LESS Local Match	
11. Requested SAW Grant Amount (Line 9 minus Line 10)	

The following services have been determined to be ineligible for SAW Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:

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SAMPLE

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APPENDIX A

Wastewater Planning and Design Activities

Note: User Charge Development Costs can be included in either a planning or design grant.

Planning Grant Requirements

Applicants intending to fund projects through USDA Rural Development are required to develop a Preliminary Engineering Report and an Environmental Report per Rural Development guidelines.

Applicants intending to fund projects through a SAW loan or other funding source are required to develop a project proposal in accordance with the guidance below.

Applicants intending to fund projects through an SRF or SWQIF loan are required to develop a project plan in accordance with the Project Plan Preparation Guidance (http://www.michigan.gov/documents/deq/deq-ess-mfs-formsguidance-SRFppsguide_249032_7.dot).

Design Grant Requirements

All applicants are required to develop and submit plans and specifications suitable for bidding.

Applicants intending to fund projects through USDA Rural Development are required to submit a Preliminary Engineering Report and an Environmental Report per Rural Development guidelines.

Applicants intending to fund projects through a SAW loan or other funding source are required to submit an approvable project proposal in accordance with the guidance below. If seeking a SAW loan, the project proposal should reference an asset management plan.

Applicants intending to fund projects through an SRF or SWQIF loan are required to submit an approvable Project Plan.

Project Proposal

Below are the minimum requirements for a project proposal.

1. Study Area Identification and Description

- a. Cover the geographic area served by or affected by the proposed project. For example, for a nonpoint source (NPS) project that is replacing an asphalt mall parking lot with porous pavers, the study area should encompass, at least, the parking lot, mall, and properties that abut the parking lot.
- b. Population Data – include if relevant (e.g., needed when discussing asset management associated with future needs that would be based on population projections).
- c. Environmental Setting – include description of environmental features relevant to project’s geographical area and project construction activities. Include a map.
 - If present, identify wetlands, floodplains, natural/wild scenic rivers surface waters, parks, agriculture land, and endangered/threatened species. A Michigan Natural Features Inventory review should be conducted unless the applicant can show that construction is limited to a developed area.
- d. Do NOT include land use and economic characteristics, unless relevant to the project.

2. Existing Facilities

Should be described to the extent that existing facilities are included in the project or will be affected by the project.

3. Project Need

Describe in detail the need for the project, as well as any relevant permit compliance issues and water quality problems. Facility or project needs should be evaluated for a time period equal to the service life of the proposed project (i.e., the proposal should evaluate needs for a timeframe long enough so that the proposed project doesn’t become ineffective after only a few years or before the loan has been paid).

4. Description of Project Options Considered

Provide a description of the options considered to address the proposed project including a brief description of the costs and potential environmental impacts.

5. Proposed Project

Provide a detailed description of the proposed project including cost estimates and a construction schedule, as well as maps and/or diagrams.

6. Evaluation of Environmental Impacts

Discuss impacts from project construction and operation. Include a description of measures to mitigate impacts and the beneficial impacts.

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GUIDANCE FOR APPENDIX A

Grant Eligible

Planning

- Costs associated with the development of a SAW loan project proposal, SRF/SWQIF project plan, or other similar planning documents.
- Equipment and services for the purchase, installation, and operation of flow meters necessary for an infiltration and inflow (I/I) analysis.
- Costs to prepare an eligible SAW grant application, including force account work.
- Force account costs. The maximum rate for fringe benefits of force account costs is 40 percent of salary.

Design

- Force account costs. The maximum rate for fringe benefits of force account costs is 40 percent of salary.
- Costs of preparing a basis of design, value engineering services, and preparation of plans and specifications. Any design-related service required to obtain the construction permit. This includes easement-related services for property surveys and easement descriptions.

User Charge System Development Costs

- The costs associated with developing or updating the applicant's system of rates and user charges to cover the costs of project construction, operation, and maintenance.
- The costs to develop, amend, and pass sewer use ordinances, and prepare or revise intermunicipal service agreements, or rate methodologies that are necessary for construction of the proposed project.

Grant Ineligible

Planning and Design

- Purchase price and associated costs to acquire land/easements such as appraisals, title searches, easement agreement preparation, legal notices, and closing costs.
- Bidding phase services, including construction staking.

APPENDIX B

Planning and/or Design of Stormwater and/or Nonpoint Source of Water Pollution

Required Information

SAW grant assistance for stormwater and/or NPS projects must address a water quality problem. If the project is identified in one of the following documents, please submit the document with the application unless it has already been submitted to the DEQ for review and approval. (If the document has been submitted to the DEQ for review, please provide the name of the DEQ staff member in receipt of the document.)

- An approved 319/CMI NPS watershed plan
- A Municipal Separate Storm Sewer System (MS4) permit (if the proposed project is required under the permit, then attach an explanation to this application)
- An approved Total Maximum Daily Load (attach an explanation to this application)
- A SAW stormwater management plan

Planning Grant Requirements

Applicants intending to fund projects through USDA Rural Development are required to develop a Preliminary Engineering Report and an Environmental Report per Rural Development guidelines.

Applicants intending to fund projects through a SAW loan or other funding source are required to develop a project proposal in accordance to the guidance in Appendix A.

Applicants intending to fund projects through an SRF or SWQIF loan are required to develop a project plan in accordance with the Project Plan Preparation Guidance (http://www.michigan.gov/documents/deq/deq-ess-mfs-formsguidance-SRFppsguide_249032_7.dot).

Design Grant Requirements

All applicants are required to develop and submit plans and specifications suitable for bidding.

Applicants intending to fund projects through USDA Rural Development are required to submit a Preliminary Engineering Report and an Environmental Report per Rural Development guidelines.

Applicants intending to fund projects through a SAW loan or other funding source are required to submit an approvable project proposal in accordance with the guidance in Appendix A.

Applicants intending to fund projects through an SRF or SWQIF loan are required to submit an approvable project plan.

GUIDANCE FOR APPENDIX B

Grant Eligible

Planning

- Costs associated with the development of a SAW loan project proposal, SRF/SWQIF project plan, or other similar planning documents.
- Equipment and services for the purchase, installation, and operation of flow meters for a hydrological study of a storm sewer system or a watershed.
- Costs to prepare an eligible SAW grant application, including force account work.
- Force account costs. The maximum rate for fringe benefits of force account costs is 40 percent of salary.

Design

- Force account costs. The maximum rate for fringe benefits of force account costs is 40 percent of salary.
- Costs of preparing a basis of design, design and preparation for construction permit(s), value engineering services, and preparation of plans and specifications. This includes easement-related services for property surveys and easement descriptions.

User Charge System Development Costs

- The costs associated with developing or updating the applicant's system of rates and user charges to cover the costs of project construction, operation, and maintenance.
- The costs to develop, amend, and pass sewer use ordinances, and prepare or revise intermunicipal service agreements, or rate methodologies that are necessary for construction of the proposed project.

Grant Ineligible

Planning and Design

- Post-construction monitoring of stormwater best management practices (BMP) performance to determine effectiveness.
- Purchase price and associated costs to acquire land/easements such as appraisals, title searches, easement agreement preparation, legal notices, and closing costs.
- Bidding phase services, including construction staking.

APPENDIX C
Asset Management Plan for Stormwater and Wastewater

A. Proposed Scope of Work

Applicants can seek AMP grant assistance to cover the costs of the asset management plan development and implementation for wastewater and stormwater systems. This includes a complete inventory of all existing system assets. If the condition of the asset is not known, a reasonable assumption is acceptable. Cleaning and televising of the entire system is not expected.

If the wastewater AMP identifies a gap in the current revenue needs to meet expenses, then significant progress must be made toward achieving the funding structure necessary to operate the system. If no gap is identified, the applicant has fulfilled the significant progress requirement. Significant progress is defined as a 5-year plan to eliminate the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years and submit a copy of the 5-year plan with the certification.

The stormwater AMP must be implemented within three years of the executed grant. The applicant is required to submit the Stormwater AMP Certification of Project Completeness within three years of the executed grant.

Describe the specific activities you will fund with the AMP grant assistance. Attach additional pages as necessary:

B. Describe your current asset management plan as applicable:

Provide the percentage of tasks completed and describe each asset management component of your current asset management plan

1. Asset Inventory and Condition Assessment
2. Level of Service
3. Criticality of Assets
4. Operation and Maintenance (O&M) Strategies/Revenue Structure
5. Long-term Funding/Capital Improvement Planning

C. Revenue Structure (for wastewater only)

Attach a copy of the current rates. It is expected that the applicant will submit an updated copy of the rate methodology within 2 ½ years of the executed grant to the DEQ.

If the applicant currently does not have a rate methodology, the asset management plan must include the development of a funding structure and rate methodology that provides sufficient resources to implement the asset management plan.

Is the applicant part of a regional facility? YES NO

D. Cross-Sectoring

Section 2504 e (2)(i) states that “The municipality shall coordinate, as feasible, with other infrastructure activities in the same geographic area.” Asset management encourages cross-sector utilization (for water utility, roads, gas, phones, etc.); however grant assistance may only be requested for those costs directly related to the requested asset management grant.

If cross-sectoring occurs, describe how SAW costs will be tracked.

E. Project Cost Worksheet

Carefully read the guidance below before completing the Project Cost Worksheet.

Item	Incurring Costs	Force Account Costs	Estimated Costs	Supporting Documents	Total
Inventory				Y N	
Condition assessment (excluding televising)				Y N	
Metering/modeling				Y N	
AM/GIS Software*				Y N	
AM/GIS Training*				Y N	
AM/GIS Hardware*				Y N	
Cleaning & Televising Contracted costs Equip. rental costs Labor costs				Y N	
Level of Service Service agreement development Public meeting cost Ordinance cost				Y N	
Training/certification For PACP For MACP				Y N	
Rate Structure Development costs				Y N	
Other				Y N	

*Indicates items included in the cost limitations for software, hardware, and training as described in the Guidance below.

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F. National Pollutant Discharge Elimination System (NPDES) Permits for Municipal Wastewater Systems Only (Not Stormwater)

Do you currently hold a NPDES permit to cover discharges from your wastewater system?
 YES NO

If Yes, what is the permit number? _____

If you have a NPDES permit, does it currently contain an asset management requirement?
 YES NO

Note: For all NPDES permit holders, the applicant acknowledges that acceptance of a SAW wastewater asset management grant will result in an asset management condition in the next reissued NPDES permit. The asset management plan developed must meet NPDES permit requirements. The NPDES permit language can be found at: www.michigan.gov/cleanwaterrevolvingfund (select Forms and Guidance).

GUIDANCE FOR APPENDIX C

Grant Eligible

- AMP/Geographic Information System (GIS) mapping software/hardware/training. Total limits are as follows:

Service Area Population	Dollar Limit
Less than or equal to 5,000	\$60,000
5,001 to less than or equal to 20,000	\$85,000
20,001 to less than or equal to 50,000	\$110,000
Greater than 50,000	\$160,000

Note: Attach justification when assistance is sought for an applicant with an existing GIS system or for when an exception is being made to the above dollar limits.

- Asset condition assessment (manhole inventory, cleaning and televising)
 - All televising and documentation must be completed in accordance with National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program/Manhole Assessment Certification Program (PACP/MACP) requirements and by PACP/MACP certified personnel.
 - ***Equipment rental costs for force account work of cleaning and televising equipment owned by the applicant will be reimbursed at rates no greater than those provided in an informal quote on a per foot basis.***
 - A justification is needed to clean and televise sewers installed or relined within the last 20 years. The limit is to encourage communities to focus on sewers installed or relined prior to 1993.
- Force account costs associated with the direct implementation of the AMP/GIS software and hardware. The maximum rate for fringe costs is 40 percent of salary.
- The technical, legal, and financial costs to develop a funding structure and implementation schedule necessary to implement an AMP, or portion thereof. These tasks include those costs associated with the preparation or amendment of sewer use and rate ordinances, stormwater

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management ordinances, policies and design standards, preparation or revision of inter-municipal service agreements, and submittal of the proposed budgets and rate methodologies.

- Any specific tasks named as a condition of an NPDES permit not identified elsewhere in this guidance, such as mapping without GIS, a fixed asset inventory, a business risk evaluation, an annual report of operation, maintenance, and replacement (OM&R)/AMP activities, etc.
- Aerial data collection at the 12-inch resolution when it is purchased from the county or obtained from the state (for GIS purposes only).
- The development of a stormwater funding structure is not required; however, an analysis of costs to maintain the system and to support the asset management program must be included.
- Stormwater utility development costs.
- Level of service may include service agreement development, public meeting costs, and ordinance costs.

Grant Ineligible

- Annual license renewals to an existing GIS system.
- Legal fees to defend the rate structure if challenged.

APPENDIX D Stormwater Management Plan

The SAW grant program is available to applicants who wish to acquire funding for the development of Stormwater Management Plans. Under the SAW program, a Stormwater Management Plan is broadly defined to include those documents listed in the below checklist. Applicants are encouraged to review the webpages associated with each document to determine which Stormwater Management Plan best fits their planning needs for the treatment of stormwater. Applicants should also review the Stormwater Management Plan guidance document.

For those applicants applying for a SAW grant for the development of a Stormwater Management Plan, indicate below which type of document will be generated using grant funding. Include a description and a map of the planning area, as well as a description of water quality problems that will be addressed with the Stormwater Management Plan.

- Municipal Separate Storm Sewer System (MS4) Stormwater Management Program (see www.mi.gov/deqstormwater). An MS4 Stormwater Management Program addresses the effects of urbanization on the water quality of surface waters of the state. Please choose one of the following:
- Applicant currently has National Pollutant Discharge Elimination System (NPDES) MS4 permit coverage
 - Applicant will be a new NPDES MS4 permittee

Applicants applying for a SAW grant for one of the following Stormwater Management Plans, shall also include as part of the application the percentage of land uses in the planning area.

- NPS Watershed Management Plan (See the “Developing an Approved Watershed Management Plan” www.mi.gov/nps). The description of water quality problems must include the following:
- A description of the watershed and watershed boundary and the hydrologic unit code.
 - A description of the current water quality conditions, and the needs/problems to be addressed with the proposed project. List or discuss all 303(d) listed water bodies and include the Assessment Unit ID (See the [2012 Integrated Report](#), Appendix B).
 - A list of the pollutants the NPS Watershed Management Plan will target. The list shall include pollutants listed in the [2012 Integrated Report](#) for Michigan (See Appendix B of the report) as causing designated use impairments in the watershed where NPS pollution is a contributor to the water quality impairment. The list should also include pollutants important at the local level and the rationale for the listing.
- SAW Stormwater Management Plan

Stormwater Management Plan

The SAW grant program is available to applicants who wish to acquire funding for the development of Stormwater Management Plans and the design of projects contained or described within a Stormwater Management Plan. Under the SAW program, a Stormwater Management Plan is broadly defined to include:

- Municipal Separate Storm Sewer System (MS4) Stormwater Management Plan (See the MS4 at www.mi.gov/deqstormwater)
- NPS Watershed Management Plan (See the “Developing an Approved Watershed Management Plan” at www.mi.gov/nps)
- SAW Stormwater Management Plan (See the SAW Stormwater Management Plan on page 22)

Development of a Stormwater Management Plan

MS4 Stormwater Management Plan

Permittees required to develop an MS4 Stormwater Management Plan (SWMP) are municipal agencies, such as cities, townships, villages, county agencies, and school districts located in a census defined urbanized area with a discharge of stormwater to surface waters of the state. The existing NPDES MS4 individual permit application is structured such that by completing the application, an MS4 SWMP is produced. The best management practices (BMP) included in the MS4 SWMP shall be designed to reduce the discharge of pollutants from the MS4 to the maximum extent practicable.

For those applicants who are developing a new MS4 SWMP, the development of the entire MS4 SWMP is eligible for SAW grant funding. An applicant who already has an approved MS4 SWMP or Stormwater Pollution Prevention Initiative (SWPPI) in place can receive funding to update the SWMP/SWPPI. An approved MS4 SWMP includes the following minimum requirements:

1. BMPs to be implemented to meet the following six minimum control measures (a– f) and applicable water quality requirements (g)
 - a. Public Participation/Involvement Program
 - b. Public Education Program
 - c. Illicit Discharge Elimination Program
 - d. Construction Stormwater Runoff Control Program
 - e. Post-Construction Stormwater Runoff Program
 - f. Pollution Prevention and Good Housekeeping Program
 - g. Total Maximum Daily Loads (TMDL) Implementation Plan (This water quality requirement applies to a regulated MS4 that discharges stormwater to impaired waters with an approved TMDL that includes a pollutant load allocation assigned to the regulated MS4.)
2. A measurable goal for each BMP. Each measurable goal shall have a measure of assessment to determine progress towards achieving the measurable goal.
3. The following Phase I MS4 Permittees shall include as part of the SWMP an Industrial Facility Program: [cities of] Ann Arbor, Flint, Grand Rapids, Sterling Heights, and Warren.

The NPDES MS4 individual permit application allows an applicant the option of submitting a collaborative approach for four of the six minimum control measures and the water quality requirements as part of the SWMP. Collaborative efforts may include several MS4 permittees collaborating to meet all or parts of a minimum control measure or water quality requirement.

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The MS4 SWMP is considered approved when an individual NPDES permit is issued to the MS4 permittee with the requirement to implement and enforce the approved MS4 SWMP. The MS4 permittee is required to document progress made implementing the MS4 SWMP as part of the Progress Report requirements in the MS4 NPDES permit.

For MS4 permittees with an approved SWMP or SWPPI, the following are examples of updates that may be eligible if the activity is significantly revised or goes beyond what is currently included in the approved SWMP/SWPPI:

- Public Education Program: Developing and implementing a survey to assess changes in public behavior.
- Illicit Discharge Elimination Program:
 - Developing a storm sewer system map to include the location of all outfalls and points of discharge.
 - Prioritizing dry-weather screening of outfalls and points of discharge by identifying areas of high illicit discharge potential. This prioritization could be completed as a collaborative effort with several MS4 permittees.
- Post-Construction Stormwater Runoff
 - Updating post-construction stormwater runoff performance standards. More specifically, updating an ordinance or regulatory mechanism to include the water quality treatment and channel protection performance standards in the current NPDES MS4 individual permit application.
 - Developing a tracking system for ensuring the long-term maintenance of post-construction BMPs. For example, a system to track the performance of the BMPs implemented to meet the performance standards and included in a maintenance agreement.
- Pollution Prevention and Good Housekeeping Program
 - Developing a site-specific standard operating procedure identifying the structural and non-structural stormwater controls implemented or to be implemented and maintained to prevent or reduce pollutant runoff at facilities owned/operated by the applicant with a high potential for pollutant runoff.
 - Developing a procedure for assessing catch basins for routine inspection, maintenance, and cleaning based on preventing or reducing pollutant runoff.
- TMDL Implementation Plan – Developing a TMDL monitoring plan for assessing the effectiveness of BMPs currently being implemented or to be implemented in making progress toward achieving the TMDL pollutant load reduction requirement.

Nonpoint Source Watershed Management Plan

Applicants eligible to develop a NPS Watershed Management Plan include cities, villages, counties, townships or other public bodies established under state law (watershed alliances, conservation districts, and regional planning agencies for example). Watershed Management Plans under this category must be approvable as defined in the administrative rules for the CMI NPS Pollution Control Grants and/or include the “nine minimum elements of watershed planning” required by the United States Environmental Protection Agency. To maximize potential future funding, plans should meet both state and federal criteria. NPS Watershed Management Plans must be developed for a hydrologically-based area and must include a list of targeted pollutants. Targeted pollutants must include those listed in Michigan’s 2012 Integrated Report as causing designated use impairments in the watershed. The list should also include pollutants important at the local level as well as the rationale for their listing.

For an applicant who is developing a new NPS Watershed Management Plan, the development of the entire plan is eligible for SAW grant funding. Justifiable updates to a previously approved NPS

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Watershed Management Plan are also eligible. Justifiable updates to a plan include, but are not limited to: updates to meet additional criteria; reevaluation of environmental conditions and next steps; etc.

Complete watershed management plans (along with completed [checklists](#)) can be submitted to the appropriate [district office](#) or the NPS Unit in Lansing. Watershed plan reviews require a minimum of 90 days and approval typically requires two or more reviews.

Applicants developing a NPS Watershed Management Plan for: (1) watersheds with flooding, flashy flows, or other hydrology issues; (2) or recommended stream bank stabilization, channel realignment, changes to channel geometry; (3) or changes impacting flow or sediment transport, must refer to the NPS Hydrologic and Geomorphic Guidance. Applicants must also consider a wetlands component, as described in the Guidance for Wetland Related Elements, when developing a NPS Watershed Management Plan.

SAW Stormwater Management Plan

An applicant that wants to develop a SWMP other than an MS4 or NPS SWMP may receive grant funding to develop a SWMP as long as it contains the following minimum components:

1. A description and map of the jurisdictional boundaries and the area to be covered by the plan (typically a sewershed and/or drainage district). The planning area should be hydrologically based and include the entire collection and conveyance system (open and closed) as well as the contributing area.
2. A description of the major components of the stormwater system and/or country drainage district, including sewershed and watershed boundary and internal sub-boundaries, surface water hydrology, mapping of stormwater conveyance (pipes and channels), existing storage, regulatory or other mapped floodplains, flood control facilities and treatment components.
3. A description of publically owned BMPs and private BMPs that significantly affects the stormwater system.
4. A description of all stormwater sources and all known stormwater related water quality problems within the planning area (for example, surface flooding, hydraulic restriction, erosion, water quality, etc.).
5. Include recommendations and an analysis of projects to correct stormwater and known stormwater related water quality problems.
 - a. This includes project identification, preliminary sizing and description of proposed activities. Proposed activities could consist of capital improvements (i.e. culvert replacement, channel modification, structural BMPs, etc.) or changes to inspection or maintenance activities (i.e. stream bank assessments, detention basin inspections, floodplain or floodway encroachment surveys, etc.).
 - b. Provide estimated operation, maintenance and capital costs for all recommendations
6. Include a timeline for implementation of the plan. The extent of the timeline is at the applicant's discretion (i.e., 5-year, 10-year, etc.).

It is strongly suggested that the following components also be included in the SWMP:

1. A general maintenance plan
2. The desired level of service should be determined through a public involvement process
3. A public education program or activities
4. A general description of land use percentages

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GUIDANCE FOR APPENDIX D

Grant Eligible

- A Stormwater Management Plan (SWMP) must address water quality issues caused by surface runoff of stormwater. There must be a stormwater related water quality problem, not just a stormwater quantity issue.
- Pre-project (planning and design) assessment of Best Management Practices (BMPs) to determine the most effective solution.
- Legal and/or force account costs associated with the creation or amendment of stormwater ordinances, policies, and design standards.
- Flow monitoring for a hydrologic analysis of a stormwater conveyance system or surface water system.
- Water quality sampling to determine current water quality conditions.
- Development of a public education and involvement program or activities for stormwater issues.
- Development of a maintenance plan for stormwater practices.
- AMP/GIS mapping software/hardware/training. Total limits are as follows:

Service Area Population	Dollar Limit
Less than or equal to 5,000	\$60,000
5,001 to less than or equal to 20,000	\$85,000
20,001 to less than or equal to 50,000	\$110,000
Greater than 50,000	\$160,000

Note: Attach justification when assistance is sought for an applicant with an existing GIS system or for when an exception is being made to the above dollar limits.

Grant Ineligible

- Costs related to implementation of a MS4 SWMP program
- The purchase price to acquire land/easements
- Post-construction monitoring of stormwater management BMP performance to determine effectiveness.
- Planning and design activities related to the evaluation of groundwater impacted by stormwater infiltration.

APPENDIX E
SAW Innovative Wastewater and Stormwater Technology

Project costs related to the testing and demonstration of innovative wastewater and stormwater technologies are eligible for grant funding. Within three years of the executed grant, the applicant must determine if the project is technically and financially feasible to implement and submit a SAW Innovative Technology Certification of Project Completeness. If the testing and demonstration results of the innovative technology prove to be technically and financially feasible, the applicant must agree to construct the project. Complete the following to aid in determining grant eligibility.

- A. The technology must meet one or more of the following categories to be considered innovative:
- The technology has not been previously used in Michigan or the region, if influenced by climate
 - The technology has not been previously used in the United States, if independent of climate influences
 - The technology is an application of an existing technology applied to a different media (e.g. a water supply treatment technology applied to the wastewater field)
 - The technology is an application of an existing technology applied to a different pollutant (e.g. previously used to address pollutant ‘X’, proposed to address pollutant ‘Y’)

Provide a detailed explanation of how the innovative technology meets one or more of the categories above (attach additional pages, if necessary):

- B. Eligible projects must focus on a specific existing water quality issue that needs to be addressed. Provide a detailed explanation of how the proposed testing and demonstration of an innovative technology meets this requirement (attach additional pages, if necessary):

- C. For eligible technologies identified in A above, attach a detailed pilot study work plan. The work plan should be developed based on the associated guidance included with this application.

GUIDANCE FOR APPENDIX E

Grant Eligible

- Pilot studies demonstrating the effectiveness of wastewater and/or stormwater technologies which do not result in any permanent construction that becomes a tangible asset.
- If testing and demonstration is successful, and reasonable in cost, the applicant must certify a project using the innovative technology will be constructed. If the testing and demonstration is not successful, there is no commitment to proceed with construction.

Grant Ineligible

- Permanent construction of the pilot technology

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Application Guidance

The SAW program allows for grants to fund project costs related to the testing and demonstration of innovative wastewater and storm water technologies. Innovative technologies must meet one or more of the four listed criteria:

1. Those technologies influenced by climate and have not been previously used in Michigan or the region may be eligible. For instance, if a technology that is heavily temperature dependent and has been used in warmer climates but not yet in colder climates is proposed for testing and demonstration, it may be eligible for grant funding.
2. Other potentially eligible projects include those that have not been previously used in the United States,
3. An application of an existing technology applied to a different media, or
4. A technology that is applied to address a different type of pollutant than previously used for.

Eligible projects are expected to focus on a specific and existing water quality issue that needs to be addressed. For example, this may include a technology that provides better and/or more efficient treatment performance. The existing water quality issue should be documented with water quality data or other relevant information (this may include the DEQ Water Resources Division's Integrated Report, approved Total Maximum Daily Loads (TMDL) or watershed management plans, local health department records, compliance or enforcement documents, etc.). The explanation should clearly tie together how the innovative technology will address the existing water quality issue which has been identified.

A pilot study work plan is required to be submitted with the application. The pilot study should provide sufficient evaluation of the applicability, operational reliability and effectiveness of the innovative technology. This should be demonstrated with a prototype unit or process of sufficient size and designed to operate at its design load conditions.

To determine that such new processes and equipment or applications have a reasonable and substantial chance of success, the following should be considered when developing a pilot study plan:

- Evaluation and discussion of any related, existing performance data and manufacturer's information.
- A plan for monitoring observations, including test results and evaluations, demonstrating the efficiency and effectiveness of such processes or equipment.
- Detailed description of the test methods and their appropriateness.
- Testing, including appropriate sampling, under various ranges of strength and flow rates (including diurnal and/or seasonal variations) and temperatures over a sufficient length of time to demonstrate performance under climatic and other conditions which may be encountered in the area of the proposed installations.
- Other appropriate information.
- Coordination and approval by DEQ district engineers if there are temporary changes in the operation of a permitted facility or permitted discharge during pilot testing.

It is strongly recommended that applicants team with academic institutions to aid in development and completion of a pilot study.

APPENDIX F
Disadvantaged Community Status Determination Worksheet

In order to determine the disadvantaged status of a community, the Revolving Loan Section will first look to see if:

- 1) More than 50 percent of the area served by a proposed sewage treatment works project or stormwater treatment project is identified as a poverty area by the United States Census Bureau;
- 2) The median annual household income of the area served by a proposed sewage treatment works project or stormwater treatment project is less than the most recently published federal poverty guidelines for a family of 4 in the 48 contiguous United States. In determining the median annual household income of the area served by the proposed sewage treatment works project or stormwater treatment project, the municipality shall utilize the most recently published statistics from the United States Census Bureau, updated to reflect current dollars, for the community which most closely approximates the area being served by the project.

If no determination can be made by either criteria 1 or 2 then the following information will be used:

1. Is the applicant seeking a planning or design grant? YES NO
If YES, provide the total estimated construction amount \$_____.
2. Annual payment on the existing debt for the wastewater or stormwater system (if applicable):
\$_____.
3. Total operation, maintenance and replacement expenses for the wastewater or stormwater system on an annual basis: \$_____.
4. Number of “residential equivalent users” in the system: _____.

If you have any questions about this worksheet, then contact Mr. Robert Schneider at 517-388-6466.

Note: If the total estimated construction amount is provided, the result of this determination is temporary until actual bid costs are submitted.

**CHARTER TOWNSHIP OF PLYMOUTH
STAFF REQUEST FOR BOARD ACTION**

Meeting date: October 22, 2013

ITEM: Building Department Vehicle Purchase

BRIEF:

ACTION: Approve the purchase to two vehicles for the Building Department, a replacement pick up truck for the current 2004 vehicle used by the Chief Building Official and the second vehicle as a replacement for a 2004 Ford Explorer vehicle the insurance adjuster declared a total loss.

DEPARTMENT/PRESENTER(S): Supervisor Richard M. Reaume

BACKGROUND: See Attached

BUDGET/TIME LINE: General Fund – Building Department / 2013

RECOMMENDATION: Approval

PROPOSED MOTION:

I move to approve the purchase of two vehicles for use in the Building Department, a 2014 Ford Escape with a purchase price of \$27,141 and a 2014 Ford F-150 with cap for a purchase price of \$28,968.

RECOMMENDATION: Moved by: _____ Seconded by: _____

VOTE: ___ KA ___ CC ___ RD ___ MK ___ RE ___ NC ___ RR

MOTION CARRIED _____ MOTION DEFEATED _____

BUILDING DEPARTMENT VEHICLES

October 22, 2013

Current Building Department Vehicles

Chief Building Official - Mark Lewis	2004 GMC Sierra	166,549 miles
Part Time Building Inspector – Ted Kloc	2007 Crown Vic	93,822 miles
	repurposed police interceptor	
Ordinance Officer – Kathy Pumphrey	2003 Ford Explorer	96,030 miles
Building Maintenance – Dave Haack	2004 Ford Explorer	118,896 miles

Vehicle Accident 2004 Ford Explorer & Replacement Vehicle

Just prior to Labor Day the 2004 Ford Explorer driven by the township Building Maintenance employee and was struck from behind, no major injuries, however the vehicle was evaluated by the adjuster and declared a total loss. The township received a payout in the amount of \$6,850.

As a replacement vehicle for the Building Maintenance position, the recommendation is to reassign the 2003 Ford Explorer currently used by the Ordinance Officer to Building Maintenance, then purchase a new Ford Explorer to be used by the Ordinance Officer.

The Ordinance Officer requirements include work using a ladder plus the collection of smaller advertising items, lawn signs and all-weather driving requirements. The recommendation is to apply the \$6,850 insurance check toward the purchase of a new Ford Explorer for the Ordinance Officer.

Chief Building Official Vehicle

The Chief Building Officials current vehicle is a 10 year old 2004 GMC Sierra with tonneau cover and over 160,000 miles. Recommendation is to replace the vehicle at this time. Considering the needs of the building official position to visit construction sites and hauling items to support township maintenance projects it is recommended the replacement vehicle be another full-sized pick up truck with a cap. The current 2004 GMC Sierra will be reassigned to the part-time building inspector and the 2007 Crown Vic will be sold at auction and they typically sell in the \$2,000 - \$2,500 range.

Budget

Building Department revenues must be used to offset department expenses and the trend since 2011 has been steady and increasing revenues from building inspections and related services.

Proposed Vehicles

The proposed vehicles will be purchased using the Macomb County Bid for police and commercial vehicles that is available to Michigan municipalities and is extremely competitive.

2014 Ford Escape 4-Wheel Drive	\$27,141
2014 Ford F-150 4x4 Pick up with topper	\$28,968

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2014 Ford Escape 4-Wheel Drive	\$27,141
2014 Ford F-150 4x4 Pick up with topper	\$28,968



October 16, 2013

Plymouth Township, DPW
Attn: Richard Reaume
9955 N. Haggerty Road
Plymouth, MI 48170

Dear Richard Reaume:

Price on 2014 Vehicle Macomb County Contract Bid:

2014 Ford Explorer 4x4 XLT in Sterling Gray

\$27,141.00 ea

2014 Ford F150 Super Cab 4x4 Pickup 6½' Box in Sterling Grey

\$26,571.00 ea

Leer Fiberglass Topper 6½' Box, Side Windows, Rear Window Latch

\$2,397.00 ea

Total Delivered Price

\$56,109.00

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty . Service to be handled by your local Ford Dealer.

Order Cutoff Date: TBD.

Ford Motor Company does not guarantee delivery—Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

Board Meeting Date 10/22/2013	
Batch ID	
Check Date	
	TOTAL
GENERAL FUND(101)	60,827.47
SWD(226)	305.32
IMPROV. REV.(246)	-
DRUG FORFEITURE(265)	-
GOLF COURSE FUND - (510)	514.31
WATER/SEWER(592)	239,244.97
TRUST& AGENCY(701)	754.75
POLICE BOND FUND (702)	-
TAX POOL(703)	-
SPECIAL ASSESS CAPITAL (805)	349,641.11
	-
TOTAL	651,287.93

INVOICE EDIT LISTING

VENDOR NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
11975	10/16/2013	ART'S RESIDENTIAL TREE SERVICE INC	OCT 2013	10/10/2013	001	750.00	N	750.00	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-932.000	750.00	REMOVE AMERICAN ELM					
20050	10/16/2013	B & R JANITORIAL SUPPLY	156614-2	9/30/2013	001	119.22	N	119.22	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-776.000	119.22	MAINTENANCE SUPPLIES					
20285	10/16/2013	BATTERIES PLUS	481-102676	10/23/2013	001	39.99	N	39.99	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-851.000	39.99	POCKET PROREADER REBUILD					
30865	10/16/2013	CINTAS CORPORATION - 300	300620310	10/01/2013	001	104.20	N	104.20	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-172-758.000	104.20	UNIFORMS 10/1/13					
30865	10/16/2013	CINTAS CORPORATION - 300	300626545	10/08/2013	001	104.20	N	104.20	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-172-758.000	104.20	UNIFORMS 10/8/13					
40052	10/16/2013	DPW & SON, LLC	50138	9/19/2013	001	1,300.00	N	1,300.00	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-935.000	650.00	INV #50138 1" TAP					
		592-291-935.000	650.00	1" TAP					
180520	10/16/2013	REDFORD TOP SOIL CONTRACTORS	1476	9/30/2013	001	300.00	N	300.00	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-935.000	300.00	DELIVERED 20 YDS TOP SOIL					
42150	10/16/2013	DSS CORPORATION	14173	11/12/2013	001	858.00	N	858.00	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-215-727.000	858.00	SCANNER MAINT 11/13-11/14					
51437	10/16/2013	EMERGENT HEALTH PARTNERS	INV01806	9/30/2013	001	645.00	N	645.00	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-960.000	645.00	PATIENT ASSESSMENT					
51900	10/16/2013	ERADICO SERVICES INC.	55291B	7/02/2013	001	18.54	N	18.54	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-776.000	18.54	" " STA # 3					
51900	10/16/2013	ERADICO SERVICES INC.	330531	10/01/2013	001	37.00	N	37.00	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					

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VENDOR NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
			101-336-776.000	37.00	STA#1 OCT 2013				
60862	10/16/2013	FIRE MODULES LLC	2070	9/25/2013	001	1,449.00	N	1,449.00	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-979.000	1,449.00	1 YR CONTRACT					
71650	10/16/2013	GRAINGER, W.W., INC.	9261021316	10/04/2013	001	1,491.30	N	1,491.30	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-691-931.000	684.72	16GAL EYE WASH UNIT					
		101-691-931.000	36.18	EYE WASH PRESERVATIVE					
		101-691-931.000	10.26	SAFETY GLASSES, GRAY					
		101-691-931.000	9.80	SAFETY GLASSES, CLEAR					
		101-691-931.000	29.44	EAR MUFF, 26DB					
		510-510-737.000	228.24	16GAL EYE WASH UNIT					
		101-265-776.000	228.24	16GAL EYE WASH UNIT					
		592-172-776.000	228.24	16GAL EYE WASH UNIT					
		510-510-737.000	12.06	EYE WASH PRESERVATIVE					
		101-265-776.000	12.06	EYE WASH PRESERVATIVE					
		592-172-776.000	12.06	EYE WASH PRESERVATIVE					
83900	10/16/2013	HYDRO DESIGNS INC	0030233-IN	9/30/2013	001	1,700.00	N	1,700.00	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-804.000	1,700.00	CROSS CONNECTION PROGRAM					
90205	10/16/2013	RICOH PRODUCTION PRINT SOLUTIONS	5324961	10/01/2013	001	345.00	N	345.00	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-172-727.000	345.00	COPIER MAINTENANCE					
93000	10/16/2013	IRON MOUNTAIN	HTR0628	9/30/2013	001	148.00	N	148.00	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-215-727.000	148.00	STORAGE OCT 2013					
99810	10/16/2013	J & B MEDICAL SUPPLY INC	1232602	9/19/2013	001	256.29	N	256.29	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-836.000	256.29	MEDICAL SUPPLIES					
99810	10/16/2013	J & B MEDICAL SUPPLY INC	1229507	9/17/2013	001	746.68	N	746.68	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-836.000	746.68	MEDICAL SUPPLIES					
100620	10/16/2013	BRICK-JEDA OIL COMPANY	87037	9/12/2013	001	1,434.20	N	1,434.20	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-863.000	1,434.20	NO LEAD FUEL 450 GALLONS					
100620	10/16/2013	BRICK-JEDA OIL COMPANY	87038	9/12/2013	001	717.64	N	717.64	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					

VENDOR NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
			592-291-863.000	717.64					
									DIESEL FUEL 200 GALLONS
100620	10/16/2013	BRICK-JEDA OIL COMPANY	87194	9/26/2013	001	1,800.88	N	1,800.88	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-863.000	1,800.88	NO LEAD 602 GALLONS					
100620	10/16/2013	BRICK-JEDA OIL COMPANY	87195	9/26/2013	001	713.61	N	713.61	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-863.000	713.61	DIESEL FUEL 202 GALLONS					
110325	10/16/2013	KENNEDY INDUSTRIES INC	545954	5/10/2013	001	5,530.00	N	5,530.00	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-100-180.000	5,530.00	PUMPS/EQUIPMENT 5MI TANK					
110325	10/16/2013	KENNEDY INDUSTRIES INC	4454	8/19/2013	001	1,260.00	N	1,260.00	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-100-180.000	1,260.00	-CREDIT ON ORIGINAL WORK					
111485	10/16/2013	KONICA MINOLTA BUSINESS SOLUTIONS	226138022	9/25/2013	001	20.80	N	20.80	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-727.000	14.57	COLOR COPIES					
		101-305-727.000	6.23	B/W COPIES					
111485	10/16/2013	KONICA MINOLTA BUSINESS SOLUTIONS	226196345	9/30/2013	001	164.30	N	164.30	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-171-727.000	34.50	COPIES					
		101-201-851.000	6.57	COPIES					
		101-400-851.000	8.22	COPIES					
		226-226-727.000	8.22	COPIES					
		592-172-727.000	106.79	COPIES					
111485	10/16/2013	KONICA MINOLTA BUSINESS SOLUTIONS	226221343	9/30/2013	001	53.44	N	53.44	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-371-727.000	40.61	COLOR COPIES					
		101-371-727.000	12.83	B/W COPIES					
111485	10/16/2013	KONICA MINOLTA BUSINESS SOLUTIONS	226221346	9/30/2013	001	27.60	N	27.60	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-215-727.000	12.60	COLOR COPIES					
		101-215-727.000	15.00	B/W COPIES					
130964	10/16/2013	MICHIGAN RESCUE CONCEPTS	8733	9/25/2013	001	353.56	N	353.56	10/23/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-836.000	353.56	MV3104T1 VESTS(8)					

VENDOR NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
130979	10/16/2013	MICHIGAN TOWNSHIPS ASSOCIATION ACCOUNT 101-101-861.000	095100 AMOUNT 119.00	9/25/2013 DESCRIPTION C.CURMI FIRE TRAINING	001	119.00	N	119.00	10/23/2013
131013	10/16/2013	MICHIGAN METER TECHNOLOGY GRP INC ACCOUNT 592-172-780.000 592-172-780.000	89988 AMOUNT 160.00 160.00	9/24/2013 DESCRIPTION 5/8" REGISTER 3" T/T REG	001	320.00	N	320.00	10/23/2013
131018	10/16/2013	MICHIGAN LINEN SERVICE ACCOUNT 592-172-758.000 592-172-758.000 592-172-758.000 592-172-758.000 592-172-758.000 592-172-758.000	301803 AMOUNT 24.00 24.00 14.40 108.00 40.00 30.00	10/03/2013 DESCRIPTION BLACK PVC SEWER YELLOW CHORE GLOVES BROWN JERSEY DOUBLE DOT BOXES NITRILE GREEN NITRILE GLOVES	001	240.40	N	240.40	10/23/2013
131040	10/16/2013	MIDWEST AIR COMPRESSOR ACCOUNT 101-336-851.000	35555 AMOUNT 302.50	10/04/2013 DESCRIPTION AIR COMP REPAIR	001	302.50	N	302.50	10/23/2013
130983	10/16/2013	MICHIGAN, STATE OF ACCOUNT 101-215-727.000	OCT 2013 AMOUNT 10.00	10/07/2013 DESCRIPTION APP FEE-NOTARY, M LOZIER	001	10.00	N	10.00	10/23/2013
131660	10/16/2013	MUNICIPAL WEB SERVICES ACCOUNT 101-201-851.000	50468 AMOUNT 265.00	9/26/2013 DESCRIPTION WEBSITE HOSTING	001	265.00	N	265.00	10/23/2013
140029	10/16/2013	NBC TRUCK EQUIPMENT, INC. ACCOUNT 592-100-180.000	58820 AMOUNT 12,551.00	10/01/2013 DESCRIPTION HEIL BRUTE DUMP BODY	001	12,551.00	N	12,551.00	10/23/2013
150600	10/16/2013	OFFICE DEPOT ACCOUNT 592-172-727.000 592-172-727.000 226-226-727.000 101-400-727.000 101-201-727.000 101-171-727.000	676331802001 AMOUNT 171.77 123.57 9.51 9.51 7.60 39.93	10/01/2013 DESCRIPTION VARIOUS OFFICE SUPPLIES COPIER PAPER DPW COPIER PAPER SOLID WASTE COPIER PAPER COM DEV COPIER PAPER IS COPIER PAPER SUPERVISOR	001	361.89	N	361.89	10/23/2013
150600	10/16/2013	OFFICE DEPOT ACCOUNT	676625719001 AMOUNT	9/17/2013 DESCRIPTION	001	180.00	N	180.00	10/23/2013

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VENDOR NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
			101-253-831.000	180.00	3 HOLE PAPER				
150600	10/16/2013	OFFICE DEPOT	678349767001	9/27/2013	001	7.28	N	7.28	10/23/2013
		ACCOUNT	101-371-727.000	7.28	DESCRIPTION RUBBERBANDS				
160512	10/16/2013	PELTZ SODDING	90762	10/01/2013	001	54.70	N	54.70	10/23/2013
		ACCOUNT	592-291-935.000	32.20	DESCRIPTION SOD				
			592-291-935.000	22.50	STRAW				
160970	10/16/2013	PITNEY BOWES	585980	10/03/2013	001	240.75	N	240.75	10/23/2013
		ACCOUNT	101-215-851.000	240.75	DESCRIPTION POSTAGE METER 3Q 2013				
161248	10/16/2013	KIWANIS CLUB OF PLYMOUTH	3585301	10/01/2013	001	150.00	N	150.00	10/23/2013
		ACCOUNT	101-336-885.000	150.00	DESCRIPTION MEMBERSHIP 10/1/13				
190512	10/16/2013	SEHI COMPUTER PRODUCTS	I00104572	10/02/2013	001	297.96	N	297.96	10/23/2013
		ACCOUNT	592-172-727.000	55.16	DESCRIPTION HP 72 TONER BLACK DPW				
			592-172-727.000	55.16	HP 72 YELLOW DPW				
			592-172-727.000	187.64	CE255X TONER DPW				
220875	10/16/2013	VIGILANTE SECURITY	OCT 2013	10/03/2013	001	240.00	N	240.00	10/23/2013
		ACCOUNT	592-443-937.000	240.00	DESCRIPTION INSTALL PRN COMMUNICATOR				
20285	10/16/2013	BATTERIES PLUS	481-102659-01	10/14/2013	001	429.50	N	429.50	10/23/2013
		ACCOUNT	101-305-727.000	429.50	DESCRIPTION 7.5 NIMH BATTERIES				
38870	10/16/2013	DANULOFF, LYLE D., PHD.	SEP 2013	9/23/2013	001	600.00	N	600.00	10/23/2013
		ACCOUNT	101-305-818.000	600.00	DESCRIPTION PSYCHOLOGICAL EXAM FOR				
91440	10/16/2013	RICOH USA, INC.	5027622541	9/17/2013	001	418.69	N	418.69	10/23/2013
		ACCOUNT	101-305-851.000	418.69	DESCRIPTION MAINT AGREE/CANON 3170				
120115	10/16/2013	LAIRD GLASS & UPHOLSTERY, INC.	P 36236	10/04/2013	001	248.00	N	248.00	10/23/2013
		ACCOUNT	101-305-863.000	248.00	DESCRIPTION WINDSHIELD REPLACEMENT				

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VENDOR NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
131485	10/16/2013	MOTOROLA SOLUTIONS, INC. ACCOUNT 101-305-851.000	78245459 AMOUNT 744.39	11/01/2013 DESCRIPTION 11/1/13-1/31/14 SERVICE AGREEMENT	001	744.39	N	744.39	10/23/2013
150601	10/16/2013	OFFICEMAX INCORPORATED ACCOUNT 101-305-727.000	448471 AMOUNT 74.90	9/27/2013 DESCRIPTION MISC OFFICE SUPPLIES	001	74.90	N	74.90	10/23/2013
151100	10/16/2013	OAKLAND COUNTY ACCOUNT 101-325-851.000	RAD0002057 AMOUNT 115.20	9/30/2013 DESCRIPTION MOTOROLA REPAIR	001	115.20	N	115.20	10/23/2013
151100	10/16/2013	OAKLAND COUNTY ACCOUNT 101-325-818.000	INF0001699 AMOUNT 27.00	9/30/2013 DESCRIPTION DEVELOPMENT OUT COUNTY	001	27.00	N	27.00	10/23/2013
192119	10/16/2013	SURE-FIT LAUNDRY CO. ACCOUNT 101-325-851.000	310847 AMOUNT 29.25	10/03/2013 DESCRIPTION PRISONER BLANKET CLEANING	001	29.25	N	29.25	10/23/2013
192119	10/16/2013	SURE-FIT LAUNDRY CO. ACCOUNT 101-325-851.000	311233 AMOUNT 20.25	10/10/2013 DESCRIPTION PRISONER BLANKET CLEANING	001	20.25	N	20.25	10/23/2013
161865	10/16/2013	PRO-LINE ASPHALT PAVING CORPORATION ACCOUNT 805-805-970.230	ESTIMATE NO. 2 AMOUNT 347,365.15	10/15/2013 DESCRIPTION 2-DRAW RIDGEWOOD HILLS	001	347,365.15	N	347,365.15	10/23/2013

*** GRAND TOTALS ***

55 INVOICES

385,381.26

385,381.26

VENDOR ENTRY NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
10586	10/15/2013	A.S.C., INC	34981	8/06/2013	001	165.00	N	165.00	10/15/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-691-931.000	165.00	SERV CALL-SURGE PROTECT					
12050	10/15/2013	ADP INC	426461419	10/04/2013	001	647.84	N	647.84	10/15/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-290-941.000	647.84	PAYROLL PROCESS					
20230	10/15/2013	BASIC	248115	10/04/2013	001	355.35	N	355.35	10/15/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-290-714.000	355.35	QTRLY FLEXPLAN OCT-DEC13					
20231	10/15/2013	BASIC	SEP 2013	10/09/2013	001	1,616.58	N	1,616.58	10/15/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-100-236.060	417.20	FLEX BENEFITS - SEP2013					
		101-100-236.070	266.30	FLEX BENEFITS - SEP2013					
		101-691-714.000	128.00	FLEX BENEFITS - SEP2013					
		592-172-716.000	805.08	FLEX BENEFITS - SEP2013					
30865	10/15/2013	CINTAS CORPORATION - 300	300627813	10/08/2013	001	38.85	N	38.85	10/15/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-776.000	38.85	MATS OCT 2013					
31300	10/15/2013	COOBATIS, JOANN	OCT 2013	10/07/2013	001	160.46	N	160.46	10/15/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-171-861.000	160.46	MILEAGE -COOBATIS					
31421	10/15/2013	COMCAST	0952053400401-4	9/30/2013	001	114.85	N	114.85	10/15/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-290-941.000	114.85	INTERNET OCT13					
31428	10/15/2013	COMCAST	26878280	10/01/2013	001	339.75	N	339.75	10/15/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-921.000	64.95	FS #2 OCT13					
		101-336-921.000	64.95	FS #3 OCT13					
		101-691-931.000	79.95	PARK OCT13					
		101-691-931.000	64.95	SOCCER OCT13					
		101-325-853.000	64.95	VIDEO ARRAIGN OCT13					
31460	10/15/2013	CONSUMERS ENERGY	SEP 2013	10/04/2013	001	1,801.35	N	1,801.35	10/15/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-171-921.000	141.21	SEP13 NATURAL GAS					
		101-201-921.000	75.56	SEP13 NATURAL GAS					
		101-209-921.000	40.42	SEP13 NATURAL GAS					
		101-215-921.000	122.71	SEP13 NATURAL GAS					

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			101-253-921.000	51.25	SEP13 NATURAL GAS				
			101-265-854.000	77.60	SEP13 NATURAL GAS				
			101-265-776.000		NATURAL GAS				
			101-305-921.000	405.52	SEP13 NATURAL GAS				
			101-315-951.000		NATURAL GAS				
			101-325-921.000	168.81	SEP13 NATURAL GAS				
			101-336-921.000	193.41	SEP13 NATURAL GAS				
			101-371-921.000	88.90	SEP13 NATURAL GAS				
			101-400-921.000	49.80	SEP13 NATURAL GAS				
			101-691-921.000	32.84	SEP13 NATURAL GAS				
			592-172-921.000	161.02	SEP13 NATURAL GAS				
			592-444-745.000	23.30	SEP13 NATURAL GAS				
			101-265-921.000	1,448.03	SEP13 NATURAL GAS				
			592-172-921.000	161.02	SEP13 NATURAL GAS				
			592-444-745.000	23.30	SEP13 NATURAL GAS				
			101-265-921.000	1,448.02	SEP13 NATURAL GAS				
			510-510-737.000	169.01	SEP13 NATURAL GAS				
			592-172-921.000	161.02	SEP13 NATURAL GAS				
			592-444-745.000	23.30	SEP13 NATURAL GAS				
40585	10/15/2013	DETROIT BOARD OF WATER COMMISSIONER004-1091.400	ACCOUNT AMOUNT	10/09/2013 001	32,060.39	N	32,060.39	10/15/2013	
		592-441-743.000	32,060.39	DESCRIPTION					
				SEPT13 IWC CHARGES					
61725	10/15/2013	FOX POINTE HOMEOWNERS' ASSOCIATION NOV12-OCT13	ACCOUNT AMOUNT	10/03/2013 001	450.00	N	450.00	10/15/2013	
		101-446-920.000	450.00	DESCRIPTION					
				FOX POINTE SUBDIVISION					
80640	10/15/2013	HERRIMAN & ASSOCIATES	283	9/18/2013 001	754.75	N	754.75	10/15/2013	
		ACCOUNT AMOUNT	754.75	DESCRIPTION					
		701-100-054.000	754.75	REFUND FROM DEPOSIT \$800					
81470	10/15/2013	MCDONALD HOPKINS LLC	1199177	10/08/2013 001	3,052.00	N	3,052.00	10/15/2013	
		ACCOUNT AMOUNT	3,052.00	DESCRIPTION					
		101-336-826.000	3,052.00	LEGAL FEES SEPT2013					
121450	10/15/2013	LOZIER, MICHELLE	OCT 2013	10/03/2013 001	10.00	N	10.00	10/15/2013	
		ACCOUNT AMOUNT	10.00	DESCRIPTION					
		101-215-727.000	10.00	REIMBURSEMENT -NOTARY					
130926	10/15/2013	MICHIGAN CONFERENCE OF TEAMSTERS	OCT 2013	10/04/2013 001	8,659.00	N	8,659.00	10/15/2013	
		ACCOUNT AMOUNT		DESCRIPTION					
		592-172-716.000	1,237.00	BARTLETT, J OCT					
		592-172-716.000	1,237.00	COURTER, R OCT					
		592-172-716.000	1,237.00	KRUEGER, R OCT					
		592-172-716.000	1,237.00	MELOW, S OCT					
		592-172-716.000	1,237.00	OVERAITIS, J OCT					
		592-172-716.000	1,237.00	SCHOLTEN, J OCT					

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VENDOR ENTRY NO.	DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
			592-172-716.000	1,237.00	THOMAS, J				
150200	10/15/2013	OBSERVER & ECCENTRIC NEWSPAPERS ACCOUNT	158509	10/03/2013	001	195.48	N	195.48	10/15/2013
		101-215-813.000	AMOUNT 195.48	DESCRIPTION					
				TRAFFIC CODE AMEND NOTICE					
150200	10/15/2013	OBSERVER & ECCENTRIC NEWSPAPERS ACCOUNT	158809	10/06/2013	001	130.32	N	130.32	10/15/2013
		101-215-813.000	AMOUNT 130.32	DESCRIPTION					
				MEDICAL MARIJUANA NOTICE					
160842	10/15/2013	PHILLIPS PRO SYSTEMS, LLC ACCOUNT	PPA11060	10/09/2013	001	220.00	N	220.00	10/15/2013
		101-265-776.000	AMOUNT 220.00	DESCRIPTION					
				TRAINING FOR NEW OPERATOR					
160842	10/15/2013	PHILLIPS PRO SYSTEMS, LLC ACCOUNT	PPA11080	10/04/2013	001	180.00	N	180.00	10/15/2013
		101-265-776.000	AMOUNT 180.00	DESCRIPTION					
				SERV CALL - MICS					
161287	10/15/2013	CHARTER TWSP OF PLYMOUTH ACCOUNT	SEP 2013	10/09/2013	001	116,798.75	N	116,798.75	10/15/2013
		592-100-066.000	AMOUNT 116,798.75	DESCRIPTION					
				SOLID WASTE - SEPT13					
180782	10/15/2013	RHINO CONTRACTING, INC. ACCOUNT	OCT 2013	10/10/2013	001	1,885.00	N	1,885.00	10/15/2013
		805-805-970.005	AMOUNT 1,885.00	DESCRIPTION					
				SIDEWLK REPAIR-ANDOVER LK					
230125	10/15/2013	WCA ASSESSING ACCOUNT	SEP 2013	10/08/2013	001	1,371.85	N	1,371.85	10/15/2013
		101-209-826.000	AMOUNT 1,371.85	DESCRIPTION					
				LEGAL SERVICES SEP13					
161298	10/15/2013	CHARTER TWSP OF PLYMOUTH ACCOUNT	R78033030002000	10/15/2013	001	1,374.08	N	1,374.08	10/15/2013
		703-100-275.000	AMOUNT 1,374.08	DESCRIPTION					
				REISSUE CHECK #88824 VOIDED					
*** GRAND TOTALS ***			23 INVOICES			172,381.65		172,381.65	

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51975	10/10/2013	ERIE CONSTRUCTION, LLC ACCOUNT 592-100-180.000	APP1 AMOUNT 6,536.54	10/09/2013 DESCRIPTION 5 MILE BOOSTER STA DRIVEWAY	001	6,536.54	N	6,536.54	10/10/2013
130170	10/10/2013	MARK'S OUTDOOR POWER EQUIPMENT ACCOUNT 101-691-978.000 101-691-978.000	10092013 AMOUNT 8,529.00 2,000.00-	10/09/2013 DESCRIPTION TORO ZMASTER 60'DECK 2007 TORO TRADE IN	001	6,529.00	A	6,529.00	10/10/2013
130170	10/10/2013	MARK'S OUTDOOR POWER EQUIPMENT ACCOUNT 101-691-931.000 101-691-931.000	49700 AMOUNT 289.00 33.00	7/01/2013 DESCRIPTION CHUTE GATE KIT W/BAG LABOR	001	322.00	B	322.00	10/10/2013
130170	10/10/2013	MARK'S OUTDOOR POWER EQUIPMENT ACCOUNT 101-691-931.000 101-691-931.000	51715 AMOUNT 94.00 33.00	7/30/2013 DESCRIPTION BELT-V #114-5858 LABOR	001	127.00	B	127.00	10/10/2013
130170	10/10/2013	MARK'S OUTDOOR POWER EQUIPMENT ACCOUNT 101-691-931.000 101-691-931.000 101-691-931.000 101-691-931.000	51714 AMOUNT 2.49 15.98 24.12 33.00	7/30/2013 DESCRIPTION SCREW TAPTITE HUB-PULLEY PULLEY LABOR	001	75.59	B	75.59	10/10/2013
130170	10/10/2013	MARK'S OUTDOOR POWER EQUIPMENT ACCOUNT 101-691-931.000 101-691-931.000	51713 AMOUNT 8.96 33.00	7/30/2013 DESCRIPTION 13X650-6 TR13 VALVE LABOR	001	41.96	B	41.96	10/10/2013
130170	10/10/2013	MARK'S OUTDOOR POWER EQUIPMENT ACCOUNT 101-691-931.000	50910 AMOUNT 24.83	7/18/2013 DESCRIPTION CHOKE CONTROL ASM	001	24.83	B	24.83	10/10/2013
130170	10/10/2013	MARK'S OUTDOOR POWER EQUIPMENT ACCOUNT 101-691-931.000 101-691-931.000 101-691-931.000 101-691-931.000	48462 AMOUNT 34.92 240.00 23.68 33.80	6/13/2013 DESCRIPTION FILTER, OIL QUART OF OIL - COMMAND OIL FILTER-OIL	001	332.40	B	332.40	10/10/2013
130170	10/10/2013	MARK'S OUTDOOR POWER EQUIPMENT ACCOUNT 101-691-931.000	54194 AMOUNT 284.28	9/12/2013 DESCRIPTION 50CC CHAINSAW W/18" BAR	001	284.28	B	284.28	10/10/2013

*** GRAND TOTALS ***

9 INVOICES

14,273.60

14,273.60

INVOICE EDIT LISTING

VENDOR ENTRY NO.	DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
10586	10/08/2013	A.S.C., INC	35410	9/26/2013	001	216.00	N	216.00	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-691-931.000	216.00	TECH SERVICE-KEYSCAN					
22257	10/08/2013	OCCUPATIONAL HEALTH CENTERS OF MI	709118026	10/01/2013	001	91.50	N	91.50	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-253-727.000	91.50	PREPLACEMENT PHYSICAL					
30010	10/08/2013	C.O.A.M. - PLYMOUTH TOWNSHIP	OCT 2013	10/04/2013	001	253.92	N	253.92	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-100-232.050	63.48						
		101-100-232.050	63.48						
		101-100-232.050	63.48						
		101-100-232.050	63.48						
31505	10/08/2013	CORPORATE CLEANING GROUP INC	83810	10/03/2013	001	2,145.00	N	2,145.00	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-776.000	860.90	CLEANING OCT13					
		101-265-776.000	854.18	CLEANING OCT13					
		592-172-776.000	175.42	CLEANING OCT13					
		101-336-776.000	89.50	CLEANING OCT13					
		101-305-776.000	165.00	CLEANING HAZ MAT OCT13					
31505	10/08/2013	CORPORATE CLEANING GROUP INC	83811	10/03/2013	001	385.00	N	385.00	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-172-776.000	330.00	CLEANING OCT13					
		101-265-858.000	55.00	CLEANING OCT13					
32054	10/08/2013	CURMI, CHARLES	SEP 2013	9/26/2013	001	98.31	N	98.31	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-101-861.000	98.31	MILEAGE					
41400	10/08/2013	JACK DOHENY SUPPLIES	M06157	9/16/2013	001	39,750.00	N	39,750.00	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-932.000	39,750.00	NEW TRACHORSE EASEMENT					
50150	10/08/2013	EDGEWOOD ELECTRIC, LLC	1310126	9/30/2013	001	258.25	N	258.25	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-100-180.000	75.00	PUMP STATION PANEL-PARTS					
		592-100-180.000	11.25	MARKUP@15%					
		592-100-180.000	172.00	SERVICE TECH LABOR					
60805	10/08/2013	FELLRATH, PATRICK	SEP 2013	9/30/2013	001	237.87	N	237.87	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-172-727.000	237.87	MILEAGE SEP13					

INVOICE EDIT LISTING

VENDOR NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
72200	10/08/2013	GUARDIAN ALARM CO	15300544	10/01/2013	001	105.00	N	105.00	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		510-510-737.000	105.00	ALARM BILLING OCT2013					
101480	10/08/2013	JOWSEY, NANCY	OCT 2013	10/07/2013	001	22.45	N	22.45	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-960.000	22.45	REIMB FOR LUNCHES DURING					
130139	10/08/2013	JOHN HANCOCK LIFE INSURANCE CO.	OCT 2013	10/04/2013	001	2,905.17	N	2,905.17	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-100-231.000	87.08						
		101-100-231.000							
		101-100-231.000	110.92						
		101-100-231.000	182.05						
		101-100-231.000	162.43						
		101-100-231.000	91.44						
		101-100-231.000	182.05						
		101-100-231.000	175.08						
		101-100-231.000							
		101-100-231.000	100.67						
		101-100-231.000							
		101-100-231.000	170.13						
		101-100-231.000							
		101-100-231.000	114.88						
		101-100-231.000	91.44						
		101-100-231.000	157.00						
		101-100-231.000	100.67						
		101-100-231.000	87.08						
		101-100-231.000	87.08						
		101-100-231.000							
		101-100-231.000	65.24						
		101-100-231.000							
		101-100-231.000	88.73						
		101-100-231.000	196.15						
		101-100-231.000	65.32						
		101-100-231.000	100.00						
		101-100-231.000	87.08						
		101-100-231.000	87.08						
		101-100-231.000	203.85						
		101-100-231.000							
		101-100-231.000							
		101-100-231.000	111.72						
130139	10/08/2013	JOHN HANCOCK LIFE INSURANCE CO.	OCT 2013	10/04/2013	001	11,905.07	N	11,905.07	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-714.040	261.24						
		101-215-714.010	358.25						
		592-291-714.010	332.77						
		101-215-714.010	546.16						

INVOICE EDIT LISTING

VENDOR NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
			101-171-714.010			487.28			
			592-291-714.040			274.32			
			101-253-714.010			546.16			
			592-291-714.010			525.24			
			101-305-714.010			255.04			
			101-265-714.010			211.73			
			101-253-714.010			302.02			
			101-325-714.050			255.04			
			101-201-714.010			510.40			
			101-336-714.010			221.85			
			592-291-714.010			344.65			
			101-305-714.010			221.85			
			592-291-714.040			274.32			
			592-172-714.010			210.83			
			101-215-714.010			280.46			
			101-371-714.010			471.00			
			101-215-714.010			302.02			
			592-291-714.040			261.24			
			592-291-714.040			261.24			
			101-371-714.010			221.85			
			101-305-714.010			221.85			
			101-371-714.010			280.46			
			101-209-714.010			221.85			
			101-400-714.010			266.19			
			101-171-714.010			588.45			
			592-291-714.040			195.96			
			592-172-714.010			221.85			
			592-172-714.010			221.85			
			592-291-714.040			261.24			
			592-291-714.040			261.24			
			101-305-714.010			611.54			
			226-226-714.010			280.46			
			101-171-714.010			335.17			
130140	10/08/2013	JOHN HANCOCK LIFE INSURANCE CO.	854067	9/26/2013	001	128.84	N	128.84	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-100-237.000	20.00	ANTAL, ROBERT SEP13					
		101-100-237.000	64.40	JOWSEY, NANCY SEP13					
		101-100-237.000	44.44	PYYKKONEN, C SEP13					
140150	10/08/2013	NATIONWIDE RET SOL USCM/MIDWEST	0037121001	9/29/2013	001	9,941.82	N	9,941.82	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-100-239.000	200.00						
		101-100-239.000	307.69						
		101-100-239.000	504.65						
		101-100-239.000	350.00						
		101-100-239.000	40.00						
		101-100-239.000	50.00						
		101-100-239.000	630.00						
		101-100-239.000	200.00						
		101-100-239.000	20.00						
		101-100-239.000	100.00						

VENDOR NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
			101-100-239.000			30.60			
			101-100-239.000			300.00			
			101-100-239.000			75.00			
			101-100-239.000			20.00			
			101-100-239.000			125.00			
			101-100-239.000						
			101-100-239.000			450.00			
			101-100-239.000			150.00			
			101-100-239.000			403.44			
			101-100-239.000			300.00			
			101-100-239.000			36.00			
			101-100-239.000			10.00			
			101-100-239.000			50.00			
			101-100-239.000			100.00			
			101-100-239.000						
			101-100-239.000			201.35			
			101-100-239.000						
			101-100-239.000			200.00			
			101-100-239.000			350.00			
			101-100-239.000			50.00			
			101-100-239.000			200.00			
			101-100-239.000			20.00			
			101-100-239.000			100.00			
			101-100-239.000			200.00			
			101-100-239.000			150.00			
			101-100-239.000			125.00			
			101-100-239.000			150.00			
			101-100-239.000			135.00			
			101-100-239.000			20.00			
			101-100-239.000			150.00			
			101-100-239.000			150.00			
			101-100-239.000			100.00			
			101-100-239.000			67.00			
			101-100-239.000			50.00			
			101-100-239.000			130.00			
			101-100-239.000			35.00			
			101-100-239.000			50.00			
			101-100-239.000			10.00			
			101-100-239.000			200.00			
			101-100-239.000			400.00			
			101-100-239.000			100.00			
			101-100-239.000			250.00			
			101-100-239.000			200.00			
			101-100-239.000			100.00			
			101-100-239.000			100.00			
			101-100-239.000			25.00			
			101-100-239.000			100.00			
			101-100-239.000			150.00			
			101-100-239.000			50.00			
			101-100-239.000			576.92			
			101-100-239.000			94.17			
			101-100-239.000			400.00			
			101-100-239.000			100.00			

INVOICE EDIT LISTING

VENDOR NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
141398	10/08/2013	NORTHVILLE CAR WASH, INC. ACCOUNT	AUG 2013 AMOUNT	10/01/2013	001	37.00	N	37.00	10/08/2013
		101-336-863.000	24.00						
		101-371-863.000	12.00						
		101-371-863.000	1.00						
150200	10/08/2013	OBSERVER & ECCENTRIC NEWSPAPERS ACCOUNT	156575 AMOUNT	9/22/2013	001	390.96	N	390.96	10/08/2013
		805-805-970.280	390.96						
150200	10/08/2013	OBSERVER & ECCENTRIC NEWSPAPERS ACCOUNT	157486 AMOUNT	9/26/2013	001	108.60	N	108.60	10/08/2013
		101-215-813.000	108.60						
160005	10/08/2013	P.O.A.M. - PLYMOUTH TOWNSHIP ACCOUNT	OCT 2013 AMOUNT	10/04/2013	001	1,489.62	N	1,489.62	10/08/2013
		101-100-232.010	58.48						
		101-100-232.040	38.60						
		101-100-232.040	17.50						
		101-100-232.040	38.60						
		101-100-232.040	43.60						
		101-100-232.010	58.48						
		101-100-232.010	58.48						
		101-100-232.040	43.60						
		101-100-232.010	58.48						
		101-100-232.010	58.48						
		101-100-232.040	38.60						
		101-100-232.010	58.48						
		101-100-232.040	38.60						
		101-100-232.010	58.48						
		101-100-232.010	58.48						
		101-100-232.010	53.48						
		101-100-232.010	58.48						
		101-100-232.040	43.60						
		101-100-232.010	58.48						
		101-100-232.010	58.48						
		101-100-232.010	58.48						
		101-100-232.010	58.48						
		101-100-232.010	58.48						
		101-100-232.010	58.48						
		101-100-232.010	58.48						
		101-100-232.010	58.48						
		101-100-232.040	38.60						
		101-100-232.040	58.48						
		101-100-232.010	58.48						
		101-100-232.040	38.60						
		101-100-232.040	38.60						
		101-100-232.040	38.60						
160168	10/08/2013	PARKWAY SERVICES INC. ACCOUNT	A-81123 AMOUNT	10/02/2013	001	170.00	N	170.00	10/08/2013

VENDOR ENTRY NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
			101-691-931.000	170.00	RENTAL OCT13				
200120	10/08/2013	TEAMSTER LOCAL # 214	OCT 2013	9/12/2013	001	417.00	N	417.00	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-100-232.030	50.00	BARTLETT, J OCT					
		101-100-232.030	52.00	COURTER, J OCT					
		101-100-232.030	52.00	KRUEGER, R OCT					
		101-100-232.030	50.00	MELOW, S OCT					
		101-100-232.030	50.00	OVERAITIS, J OCT					
		101-100-232.030	63.00	SCHOLTEN, J OCT					
		101-100-232.030	50.00	STANISLAWSKI, T OCT					
		101-100-232.030	50.00	THOMAS, J OCT					
200260	10/08/2013	TECHNICAL, PROFESSIONAL AND OFFICE-OCT 2013	OCT 2013	10/04/2013	001	589.00	N	589.00	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-100-232.060	31.00						
		101-100-232.060	15.50						
		101-100-232.060	15.50						
		101-100-232.060	15.50						
		101-100-232.060	15.50						
		101-100-232.060	15.50						
		101-100-232.060	31.00						
		101-100-232.060	31.00						
		101-100-232.060	31.00						
		101-100-232.060	31.00						
		101-100-232.060	31.00						
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		101-100-232.060	31.00						
		101-100-232.060	31.00						
		101-100-232.060	15.50						
		101-100-232.060	15.50						
		101-100-232.060	31.00						
		101-100-232.060	31.00						
		101-100-232.060	31.00						
211532	10/08/2013	UPS	0000Y65Y35383	9/21/2013	001	70.16	N	70.16	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-171-727.000	59.56	MDOT MAILING - SUPERVISOR					
		592-291-804.000	4.07	HYDRO DESIGN MAILING					
		101-265-776.000	6.53	IMPRELIS MAILING					
211532	10/08/2013	UPS	0000Y65Y35393	9/28/2013	001	17.49	N	17.49	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-171-727.000	10.94	COMCAST					
		101-215-727.000	6.55	WAYNE CTY					

VENDOR NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
230400	10/08/2013	WEINGARTZ	2605388-00	8/15/2013	001	5.99	N	5.99	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-691-931.000	5.99	KEY					
11450	10/08/2013	A T & T	734453446109	9/25/2013	001	2,221.77	N	2,221.77	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-201-853.000	121.11	SEP13 TELEPHONE					
		101-209-853.000	75.46	SEP13 TELEPHONE					
		101-371-853.000	134.24	SEP13 TELEPHONE					
		101-336-853.000	454.82	SEP13 TELEPHONE					
		101-305-853.000	355.90	SEP13 TELEPHONE					
		101-171-853.000	161.57	SEP13 TELEPHONE					
		101-253-853.000	104.74	SEP13 TELEPHONE					
		101-215-853.000	143.58	SEP13 TELEPHONE					
		101-400-853.000	194.99	SEP13 TELEPHONE					
		101-325-853.000	174.25	SEP13 TELEPHONE					
		592-172-853.000	172.19	SEP13 TELEPHONE					
		592-291-805.000	57.40	SEP13 TELEPHONE					
		101-265-854.000	20.47	SEP13 TELEPHONE					
		101-691-853.000	51.05	SEP13 TELEPHONE					
		101-265-853.000	1,992.18	SEP13 TELEPHONE					
		592-172-853.000	229.59	SEP13 TELEPHONE					
		101-265-853.000	1,992.18	SEP13 TELEPHONE					
		592-172-853.000	229.59	SEP13 TELEPHONE					
11450	10/08/2013	A T & T	734454065809	9/25/2013	001	55.22	N	55.22	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-921.000	55.22	TO 102413 SEP13 FS#2 METERLINE					
11450	10/08/2013	A T & T	734R01030610	10/01/2013	001	347.70	N	347.70	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-325-853.000	347.70	TO 103113 SEP13 VIDEO ARRAIGNMENT					
11450	10/08/2013	A T & T	734R01977710	10/01/2013	001	3,087.94	N	3,087.94	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-201-853.000	164.23	SEP13 TELEPHONE					
		101-209-853.000	102.33	SEP13 TELEPHONE					
		101-371-853.000	182.05	SEP13 TELEPHONE					
		101-336-853.000	616.78	SEP13 TELEPHONE					
		101-305-853.000	482.63	SEP13 TELEPHONE					
		101-171-853.000	219.10	SEP13 TELEPHONE					
		101-253-853.000	142.04	SEP13 TELEPHONE					
		101-215-853.000	269.69	SEP13 TELEPHONE					
		101-400-853.000	264.43	SEP13 TELEPHONE					
		101-325-853.000	236.30	SEP13 TELEPHONE					
		592-172-853.000	233.51	SEP13 TELEPHONE					
		592-291-805.000	77.84	SEP13 TELEPHONE					
		101-265-854.000	27.76	SEP13 TELEPHONE					
		101-691-853.000	69.25	SEP13 TELEPHONE					

VENDOR NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
			101-265-853.000	2,776.59	SEP13 TELEPHONE				
			592-172-853.000	311.35	SEP13 TELEPHONE				
			101-265-853.000	2,776.59	SEP13 TELEPHONE				
			592-172-853.000	311.35	SEP13 TELEPHONE				
220290	10/08/2013	VERIZON WIRELESS	9712418375	9/28/2013	001	1,423.03	N	1,423.03	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-172-853.000	849.04	OCT13 CELL PHONE					
		101-201-853.000	.83	OCT13 CELL PHONE					
		101-325-853.000	44.10	OCT13 CELL PHONE					
		101-336-853.000	521.93	OCT13 CELL PHONE					
		226-226-727.000	7.13	OCT13 CELL PHONE					
220290	10/08/2013	VERIZON WIRELESS	9712309018	9/25/2013	001	1,688.46	N	1,688.46	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-215-853.000	129.63	OCT13 CELL PHONE					
		101-253-853.000	149.23	OCT13 CELL PHONE					
		101-305-853.000	565.04	OCT13 CELL PHONE					
		101-371-853.000	211.47	OCT13 CELL PHONE					
		101-201-853.000	64.45	OCT13 CELL PHONE					
		101-336-853.000	341.17	OCT13 CELL PHONE					
		101-691-853.000	49.61	OCT13 CELL PHONE					
		592-172-853.000	177.86	OCT13 CELL PHONE					
191790	10/08/2013	SPRINT	766307819-071	10/06/2013	001	43.24	N	43.24	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-443-937.000	43.24	9/3/13-10/2/13 DPW CELL PHONE					
160840	10/08/2013	PHILLIPS, DAN	OCT 2013	10/02/2013	001	18.12	N	18.12	10/08/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-960.000	18.12	REIMBURSEMENT FOR LUNCH					

*** GRAND TOTALS ***

33 INVOICES

80,625.50

80,625.50