



CITY OF GROSSE POINTE WOODS DEPARTMENT OF PUBLIC SAFETY

Date: January 07, 2022

To: Frank Schulte, City Administrator

From: John G. Kosanke, Director

A handwritten signature in black ink that reads "John G. Kosanke".

Subject: Request for Implementation of a Rifle Lease Purchasing Program

The Department of Public Safety is requesting the approval to implement a rifle lease purchasing program. This program is an essential upgrade to the operations of the department. It has been determined that the shooting accuracy of each officer would greatly improve if they had their own specific rifle which they were familiar with. As active shooter situations increase throughout the country, it is important for each officer to be as ready as possible to react with proficiency in matters where split-second decisions are required. As the Director of Public Safety, it is my obligation to provide our officers with the tools and resources necessary to do their job safely.

The need to upgrade our equipment is also important because our current rifles are outdated and worn and not adequate to deal with increased threat levels throughout the country. It is our department's duty to the public to be equipped to handle any emergencies in the best manner possible.

Improved technology in new equipment will vastly improve officer safety. Instituting the rifle program into future union contracts is a benefit which will also make the department more attractive to new hires. Having the rifle program in place will also help to enhance our department when the Accreditation process we are pursuing will begin.

The majority of the requested funds for the program will be returned to the City within the next two years as the funds for each officer's rifle package, with the exception of \$1.00, will be deducted from their paychecks at an estimated cost of \$42.00 over the next 52 pay periods. The remaining \$1.00 will be deducted at the time that the officer leaves the department, upon which time they will assume full possession of the rifle package. The estimated cost per package, which includes the rifle, suppressor, weapon light, three magazines, and a rifle bag is \$2,156.00. As two officers have chosen to opt out of the program, those two rifle packages will be paid for in full by the City and the weapons will be used as spares.

Copies of the Lease Purchase Agreements, which will be signed by each participating officer, have been sent to City Attorney Debra A. Walling of Rosati, Schultz, Joppich & Amtsuechler for review and approval.

Sons of Liberty Gun Works was chosen as the rifle manufacturer because of their quality control and manufacturing processes, and lifetime warranty on the rifle, including the barrel and all small parts. If any officer is without their firearm for any reason, including evidentiary procedures, Sons of Liberty Gun Works will provide that officer/agency with an equivalent loaner until their weapon is returned.

The following is a breakdown of the cost:

Vendor	Product	Quantity	Unit Price	Total Cost
Loyal Mfg.	M4-76 Custom Rifle	29	\$1,377.00	\$39,933.00
Loyal Mfg.	Sandman pyro cap	29	\$535.00	\$15,515.00
Loyal Mfg.	Mod Button package	29	\$325.00	\$9,425.00
Loyal Mfg.	shipping	1	\$560.00	\$560.00
TAG Firearms, LLC	EOTECH sights	24	\$470.00 (includes shipping)	\$11,280.00
Aimpoint	Micro T-2 AR Ready	5	\$784.73	\$3,923.65
Vance's Law Enforcement	Ammunition	16 cases	\$172.13	\$2,574.08
Vance's Law Enforcement	shipping	1	\$136.00	\$136.00
GRAND TOTAL COST				\$83,346.73

Funding for the rifle program will require a budget transfer of \$8,684.08 to cover the cost of the expense that the City will incur. The breakdown of the cost is as follows:

Two Rifles	\$2,754.00
Sandman Pyro Cap	1,070.00
Mod Button Package	650.00
Shipping	696.00
Ammunition	\$2,574.08
EOTECH Sights	940.00
TOTAL	\$8,684.08

The remaining amount of \$74,662.65 will not require a budget amendment. This amount will be paid out of General Fund and charged to a receivable that will be reduced as the employee pays for the rifle through payroll deduction.

I respectfully request that the implementation of the Rifle Lease Purchasing Program be considered as an agenda item on the City Council meeting scheduled for Monday, January 24, 2022.

This agreement is made and entered into by the City of Grosse Pointe Woods and _____, an employee and Sworn Officer with the Grosse Pointe Woods Department of Public Safety.

The above two parties agree to the following:

- 1) That the City of Grosse Pointe Woods will purchase a Son's of Liberty SOLGW M476 10.5" barrel rifle equipped with a Modlight flashlight with pressure switch.
- 2) That the undersigned employee will pay the entire cost of the weapon system minus one dollar back to the City of Grosse Pointe Woods by way of payroll deduction. This payroll deduction will be broken down into equal payments that will span over a 24 month period.
- 3) When the undersigned employee retires or separates employment from the public safety department the undersigned employee will have the option of turning the weapon system back over to the City of Grosse Pointe Woods or to pay the City of Grosse Pointe Woods \$1.00 (one Dollar) and become the sole owner and take possession of the weapon system.
- 4) The undersigned employee shall not alter, change or stop the payroll deduction until the weapon system is paid for in its entirety minus one dollar.
- 5) The undersigned employee is responsible for the complete payment of the weapon system. If during the 24 month payroll deduction payment plan the undersigned employee retires or separates their employment from the Public Safety Department, the remaining monies owed, including the dollar shall be taken out of the undersigned employee's last payroll check. The undersigned employee will then become the sole owner and take possession of the weapon system. Should the employee not be able to legally own the weapon system upon separation from the City, the City will reimburse all completed lease payments and retain ownership of the weapon system.
- 6) During the undersigned employee's employment the City of Grosse Pointe Woods will retain ownership of the weapon system and thus be responsible for maintenance and repair. General cleanliness and maintenance will be the responsibility of the undersigned employee.
- 7) Any additions or changes to the chosen weapon system will only be done by the Department's armorer and only with prior approval from the Public Safety Director.
- 8) The undersigned employee shall only carry department issued ammunition and shall meet the department standard for qualification prior to carrying the chosen weapon system on duty.
- 9) If the officer chooses to take the weapon system home, understanding the importance of security and safety. The officer will keep the weapon system in a safe, secure and locked environment when not in use.

By signing this document I, the undersigned employee agrees to the terms of this agreement.

Witness

Employee Signature

LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT is hereby entered into this ____ day of _____, 20____, by and between the City of Grosse Pointe Woods, Michigan, a Municipal Corporation, hereinafter referred to as the "City", and _____, hereinafter referred to as "Employee".

WHEREAS, the City has adopted a Department of Public Safety Firearm Lease Purchase Program, hereinafter referred to as the "Program"; and,

WHEREAS, Employee has made a written request to participate in the Program by entering into this lease purchase agreement with the City concerning the property described on Exhibit "A", which is attached hereto and incorporated herein by reference and hereinafter collectively referred to as the "Equipment"; and,

WHEREAS, the Director of Public Safety has approved the request.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto do agree as follows:

1. That the City hereby leases to Employee and Employee hereby rents from the City the Equipment upon the terms and conditions hereinafter set forth.
2. Employee, by his/her signature below states:
 - a. That he/she has examined the Equipment leased as fully as he/she desires.
 - b. That he/she understands that the City does not warrant the fitness, merchantability, design, condition, capacity, suitability or performance of the Equipment.
 - c. That he/she lease the Equipment "as is".
 - d. That the Equipment leased is for his or her own use.

- e. That no defect, regardless of the cause or consequence, in the Equipment, shall relieve the Employee from performance of this lease, including rental payments.

3. Employee agrees to pay the City the rental cost, as set forth in Exhibit A, in 52 equal installments. The first such installment shall be due on the _____ day of _____, 20____, the date of such first installment being a regular payday of the City. Each subsequent installment shall coincide with each payday of the City thereafter until the total of the lease payments have been made in full. Employee hereby specifically agrees that the City may deduct from Employee's wages the amounts of such installments and that this lease purchase agreement shall be considered signed authorization by the Employee for such deductions and that Employee further agrees that such deductions are for a lawful purpose accruing to the benefit of Employee. Employee further agrees that if Employee retires or Employee's employment with the City is terminated for any reason whatsoever, including involuntary termination, that the entire outstanding balance of this lease shall be due and owing as of the last day of employment with the City. Employee hereby authorizes the City to deduct from Employee's final paycheck all sums due hereunder and Employee agrees that this lease purchase agreement shall be considered signed authorization by the Employee for such deduction and that such deduction is for a lawful purpose accruing to the benefit of the Employee. In the event Employee's wages are insufficient to satisfy the entire outstanding balance, Employee agrees to pay the balance of such sums on or before the last day of employment with the City. Should the employee not be able to legally own the equipment upon separation from the City, the City will reimburse the employee for all completed lease payments and maintain ownership of the equipment.

4. The City assumes the risk of theft, destruction or damage of, or to, the Equipment throughout the term of this lease, unless such theft, destruction, or damage is intentionally caused by Employee.
5. Employee shall not assign, transfer, pledge, or otherwise dispose of this lease, the Equipment, or any interest therein, without the written consent of the City.
6. Employee agrees to pay any and all taxes, assessments or other charges levied or assessed on, or with respect to the Equipment or its use, value or ownership thereof, whether during the term of this lease or thereafter.
7. Title to the Equipment shall remain at all times in the City. Upon the successful completion of this lease by Employee, the City shall sell, and the Employee shall purchase, the Equipment for the sum of One Dollar (\$1.00) upon separation from the City. The City shall provide Employee with a bill of sale upon such purchase.
8. Employee shall be in default if Employee shall:
 - a. Fail to pay any rent, or other indebtedness under the terms of this agreement within ten (10) days after the same becomes due and payable.
 - b. Fail to perform or observe, according to its terms any covenant contained in this lease or any other instrument or document executed in connection with this lease.
 - c. Commence any act of bankruptcy, become insolvent, make an assignment for the benefit of creditors, cause to be appointed, with or without the consent of Employee, a receiver, trustee or liquidator to oversee or dispose of any of the assets of the Employee.
 - d. Commits, or fails to commit, any act which results in jeopardizing the rights of the City or cause the City to deem itself insecure as to its rights hereunder.

9. If Employee is in default, the City, with or without notice to the Employee, shall have the right to exercise concurrently, or separately, and without any election of remedies to be deemed made, the following remedies:
 - a. Elect that the rental payments due hereunder be accelerated and the entire amount of rental be due immediately.
 - b. Terminate this lease.
 - c. Repossess the Equipment; however, any such repossession shall not constitute a termination of this lease unless the City so notifies the Employee in writing and the City shall have the right, at its option, to dispose of the Equipment as it determines.
 - d. Sell the Equipment to the highest bidder at public or private sale at which sale the City may be the purchaser, in either of such events, there shall be due from Employee, and Employee will immediately pay to the City, the difference between the total amount of rentals to be received from any third person, or the purchase price at said sale, as the case may be, and the total unpaid rental provided to be paid herein, plus all costs and expenses of the City in repossessing, releasing, transporting, repairing, selling or otherwise handling the Equipment.
10. Employee shall hold the City, its agents, officials, and employees free and harmless, and shall indemnify the City, its agents, officials, and employees from each and every suit, liability expense, including attorneys' fees and expenses, damage or claim or demand of whatever nature, made on behalf of or by any person or persons against the City by reason of any occurrence or accident arising out of Employee's personal use.

11. Employee is responsible for general cleanliness and maintenance of the Equipment. Employee shall use, transport, and store the Equipment in a safe and reasonable manner at all times.
12. Throughout the term of this Lease, the City shall be responsible for repair of the Equipment. Any additions or changes to the Equipment will only be done by the Grosse Pointe Woods Department of Public Safety's armorer and only with the prior approval from the Public Safety Director.
13. Employee shall only carry Grosse Pointe Woods Department of Public Safety issued ammunition and shall meet the department standard for qualification prior to carrying the chosen weapon system on duty.
14. Employee shall comply with all local, state, and federal laws and regulations regarding the possession and use of the Equipment.
15. The City assumes no liability and makes no representation as to the treatment of this lease agreement by any federal, state or local taxing authority. Employee is advised to seek independent legal or tax counsel.
16. This agreement shall be binding upon the parties hereto, their heirs, executors, administrators, and assigns.
17. If any portion of this agreement is deemed invalid, it shall not affect the balance of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the effective date written above.

CITY OF GROSSE POINTE WOODS

EMPLOYEE

John Kosanke
Director of Public Safety

(Signature)

(Print)

Estimate

Loyal 9 Mfg

Loyal 9 Manufacturing
2828 S Laredo St
San Antonio, TX 78207
Phone: +1 2108522859
Email: billing@sonsoflibertygw.com

Order #	Date
SQUOTE 11080	12/20/2021



Bill To:	Ship To:
City of Grosse Pointe Woods 20025 Mack Plaza Dr Grosse Pointe Woods, MI 48236	City of Grosse Pointe Woods 20025 Mack Plaza Dr Grosse Pointe Woods, MI 48236
Customer: City of Grosse Pointe Woods	Contact: City of Grosse Pointe Woods
Sales Rep	Payment Terms
william_solgw	COD
FOB Point	Carrier
Origin	UPS
Ship Service	Date Scheduled
	01/31/2022

Item				Unit Price	Qty Ordered	Total Price
#	Type	Number	Description			
1	Sale	M4-76 CUSTOM RIFLE	M4-76 CUSTOM RIFLE PRICE VALID THROUGH 1/31/22	\$1,377.00	28 ea	\$ 38,556.00
2	Sale	SMK-SOL-ZF	DEADAIR SANDMAN K 5.56 PYRO CAP W/ NO MUZZLE DEVICE	\$535.00	28 ea	\$ 14,980.00
3	Sale	MODLIGHT PLH w/ MOD BUTTON PACKAGE	MODLIGHT-PLH w/ MOD BUTTON PACKAGE	\$325.00	28 ea	\$ 9,100.00
4	Misc. Sale		SHIPPING	\$20.00	28 ea	\$ 560.00
5	Sale	LIFETIME WARRANTY	LIFETIME WARRANTY - INCLUDING WEAR	\$0.00	28 ea	\$ 0.00
6	Sale	CRITICAL INCIDENT / ACCIDENT REPLACEMENT	REPLACEMENT FOR ACCIDENT OR OIS GOV ONLY	\$0.00	28 ea	\$ 0.00

Subtotal: \$63,196.00
Sales Tax: \$0.00
Total: \$63,196.00

Approval: _____ Date: _____

ITAR:

December 20, 2021 5:07:56 PM CST

Page 1 of 1



TAG Firearms LLC
1301 Tacoma Ave, Suite #110
Bismarck, ND 58504
701-226-6096
tagfirearms.com

12/10/2021

QUOTE #1212

C/O Neal Kapoor
Grosse Pointe Woods Police Department
20025 Mack Plaza Dr
Grosse Pointe MI 48236
313-343-2400
nkapoor@gpwmi.us

Neal,

Below is a quote for **thirty** EOTECH EXPS2-0 HWS sights:

Per Unit Price: \$470 (includes UPS two-day air shipping)

TOTAL QUOTE: \$14,100

****Estimated delivery is 45-60 days upon receipt of payment****

Thank you for the opportunity to bid on your unit's needs – this proposal is valid until 1/10/2022. Please let me know if there is anything I can assist with in the future.

Regards,

A handwritten signature in black ink, appearing to read "Chris Striegel".

Chris Striegel
President

Neal,

The Micro T-2 AR Ready #200198 are \$784.73 each with the total being \$11,770.95 for 15. If you would like to proceed with an order or need an official quote, let us know and we'll get an account setup for your department. I'll just need a copy of your tax exempt certificate to get the process started.

Thanks,
Cole

Cole Ritchie
eCommerce Customer Support

Aimpoint, Inc
7309 Gateway Ct Manassas, VA 20109 USA
Phone: 703.263.9795 ext 202
Fax: 703-263-9463
cole.ritchie@aimpoint.com
www.aimpoint.com

Aimpoint.

Hello Bekah,

I have submitted the quote to my chief and just awaiting approval. Can you please give me an additional quote for the following ammo, I appreciate it.

FMJ BT 5.56	15000 rounds	\$210.35 per case of
500	\$6310.50	

Blackhills Mk262 77g 5.56 or Hornady TAP 75g 5.56	2700 rounds
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Lieutenant Brian A. Conigliaro

City of Grosse Pointe Woods Dept. of Public Safety
Office: 313 343-2400
Cell: 313 283-3781
Fax: 313 343-2439



4200 Alum Creek Dr Columbus, OH 43224 USA
OH 43207 ph (614)471-0712 ph (614)489-5025 fx
(614)471-2134 fx (614)489-5077

Contact Name Neal Kapoor

Date 12/20/2021 Quote Number 00043283

Account Name Grosse Pointe Woods Public Safety

Bill To: Grosse Pointe Woods, MI 48236 Prepared By Jamie Wilson
20025 Mack Plaza

Email nealkapoор36@gmail.com

15.00 81295 Hornady 5.56 NATO 75gr TAP SBR 200 Rds

Subtotal \$2,581.95

Trade In Value \$0.00

Shipping and \$136.00

Handling

Tax \$0.00

Quote Grand Total \$2,717.95

Payment Details

Net 30 ✓

Name _____

Expires _____ CRV

Check

CODE _____ CREDIT CARDS

Credit Card

22 "

Number of Days Quote Valid

Quote Valid 30 Days