



CITY OF GROSSE POINTE WOODS

REGULAR CITY COUNCIL MEETING AGENDA

Monday, May 1, 2023 at 7:00 PM

*Robert E. Novitke Municipal Center - Council Chambers/Municipal Court,
20025 Mack Plaza, Grosse Pointe Woods, MI 48236
(313) 343-2440*

1. CALL TO ORDER

A. [Administrative Memo: April 27, 2023](#)

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. RECOGNITION OF COMMISSION MEMBERS

5. CONSENT AGENDA

A. Appointment

1. Beautification Advisory Commission (BAC) (Mayor)

a. Glenn McCullough - Term to expire - 12/31/23

- 1) Biographical Sketch
- 2) BAC minutes excerpt 03/08/23

B. Approval of Minutes

1. Council 04/17/23

2. Committee-of-the-Whole Sitting as Finance Committee 04/17/23

3. Beautification Advisory Commission 03/08/23 with Recommendations

4. Tree Commission 03/01/23

C. Proclamation

1. Woods Optical Studios - 50th Anniversary

D. Claims and Accounts

1. Anderson, Eckstein & Westrick, Inc. (AEW) - City Engineers - 2022 Pavement Joint and Crack Sealing Program - Proj. No. 0160-0451 - Final Pay Estimate - Michigan Joint Sealing, Inc. - 04/12/23 - \$1,001.00.

2. McKenna - Building/Planning Services

a. Invoice No. 22-064-9 - Planning Services March 2023 - 04/18/23 - \$2,930.00.

b. Invoice No. 21849-73 - Building Services March 2023 - 04/19/23 - \$53,040.23

6. ACCEPTANCE OF AGENDA

7. PRESENTATIONS

cc: Council - 7
City Administrator
City Attorney

Treasurer/Comptroller
City Clerk
Email Group/Media

Assistant City Administrator
Post - 4

[A.](#) Girl Scouts of America - Gold Award - Stephanie Westrick

[B.](#) Professional Municipal Clerks Week

8. COMMUNICATIONS

[A.](#) Schedule Public Hearing Date for Proposed FY 2023-2024 Budget

1) Memo 05/01/23 - City Administrator/Treasurer/Comptroller

[B.](#) Grosse Pointe Shores/Grosse Pointe Woods - Dispatch and Lockup Services Contract

1) Memo 04/21/23 - City Administrator

2) Proposed Contract

[C.](#) Transfer of Class C with Outdoor Service Area/P.M. Sunday Sales Permits and New SDM with A.M. Sunday Sales Permit - Liquor Licenses to Pendy's Restaurant Group, LLC, d/b/a Pendy's Grosse Pointe, 20930-20934 Mack Avenue (Commonly known as 20930 Mack Avenue)

1) Letter 04/28/23 - City Attorney

2) Proposed Agreement Restricting Certain Transfer of Class C Liquor License

3) Memo 04/04/23 - City Administrator

4) Memo 04/28/23 - City Planner/Building Department

5) Memo 04/03/23 - Director of Public Safety

6) Conditional License Approval Order - Department of Licensing and Regulatory Affairs/Liquor Control Commission

7) Cover Letter 03/08/23 - Kelly Allen (representing Pendy's Restaurant Group, LLC)

8) Grosse Pointe Woods Alcoholic Liquors Application Affidavit

9) Letter 02/20/23 - Kelly Allen

10) Conditional License Application (Ownership Transfer) (LCC-103)

11) Floor Plan

12) On-Premise Retailer License & Permit Application (LCC-100a)

13) Report of Stockholders, Members, or Partners (LCC-301)

14) Article of Organization

15) Operating Agreement for Pendy's Restaurant Group, LLC

16) Second Asset Purchase Agreement

17) Net Lease Agreement

18) Net Lease Agreement with markups

19) Lease with markups

20) Floor Plan

21) Proposed Menu

22) I-Chat Reports: David and Susan Pendy

23) Letter 04/07/23 - Michigan Liquor Control Commission

24) Receipt of Payment

25) Affidavit of Legal Publication

26) Affidavit of Property/Business Owners Notified

27) GIS Map View

[D.](#) Resignation: Beautification Advisory Commission - Jon Dengel

1. Email 12/31/22 - Debra McCarthy

[E.](#) Resignation: Beautification Advisory Commission - Marlin Stewart

1) Email 04/25/23 - Susan Stewart

F. Resignation - Beautification Advisory Commission - Jenelle Dellario
1) Email 04/19/23 - Jennelle Dellario

G. Snow Creation Contest Winners - Citizens' Recreation Commission

9. ORDINANCE

A. First Reading: Ordinance Amendment to Chapter 4 - Alcoholic Liquors, Article II - Liquor and Tavern Licenses, Section 4-19 and 4-21.

1. Letter 04/28/23 - City Attorney
2. Proposed Ordinance Amendment
3. Ballot language and documents from previous Ordinance Amendment

10. NEW BUSINESS/PUBLIC COMMENT

11. ADJOURNMENT

**Paul P. Antolin, MiPMC
City Clerk**

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

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

***** NOTE TO PETITIONERS: YOU, OR A REPRESENTATIVE, ARE REQUESTED TO BE IN ATTENDANCE AT THE MEETING SHOULD THE COUNCIL HAVE QUESTIONS REGARDING YOUR REQUEST. *****

OFFICE OF THE CITY ADMINISTRATOR

Subject: Recommendations for the Regular Council Meeting of May 1, 2023

- Item 1 CALL TO ORDER Prerogative of the Mayor to call this meeting to order.
- Item 2 ROLL CALL Prerogative of the Mayor to request a Roll Call from the City Clerk.
- Item 3 PLEDGE OF ALLEGIANCE Prerogative of the Mayor to lead the City Council, Administration, and members of the audience in the Pledge of Allegiance.
- Item 4 RECOGNITION OF COMMISSION MEMBERS Prerogative of the Mayor to request Commission Members in attendance at tonight's meeting to approach the podium and introduce themselves and the Commission on which they serve.
- Item 5 CONSENT AGENDA All items listed under the Consent Agenda are considered routine by the Council and will be enacted by one motion and a second. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the consent agenda and considered. One member may request that an item be removed and no second is required.

Prerogative of the City Council to approve all items listed under the consent agenda as presented.

A. Appointment

- 1. Beautification Advisory Commission (BAC) (Mayor)
 - a. Glenn McCullough - Term to expire - 12/31/23
 - 1) Biographical Sketch
 - 2) BAC minutes excerpt 03/08/23

B. Approval of Minutes

- 1. Council 04/17/23
- 2. Committee-of-the-Whole Sitting as Finance Committee 04/17/23
- 3. Beautification Advisory Commission 03/08/23 with Recommendations
- 4. Tree Commission 03/01/23

C. Proclamation

- 1. Woods Optical Studios - 50th Anniversary

D. Claims and Accounts

1. Anderson, Eckstein & Westrick, Inc. (AEW) - City Engineers - 2022 Pavement Joint and Crack Sealing Program - Proj. No. 0160-0451 - Final Pay Estimate - Michigan Joint Sealing, Inc. - 04/12/23 - \$1,001.00.
2. McKenna - Building/Planning Services
 - a. Invoice No. 22-064-9 - Planning Services March 2023 - 04/18/23 - \$2,930.00.
 - b. Invoice No. 21849-73 - Building Services March 2023 - 04/19/23 - \$53,040.23

Item 6 ACCEPTANCE OF THE AGENDA Prerogative of the City Council that all items on tonight's agenda be received, placed on file, and taken in order of appearance.

Item 7 PRESENTATIONS

Item 7A GIRL SCOUTS OF AMERICA – GOLD AWARD – STEPHANIE WESTRICK Prerogative of the Mayor to present the Girl Scouts of America Gold Award to Stephanie Westrick.

Item 7B PROFESSIONAL MUNICIPAL CLERKS WEEK – PROCLAMATION Prerogative of the Mayor to read aloud the proclamation regarding Professional Municipal Clerks Week.

Item 8 COMMUNICATIONS

Item 8A SCHEDULE PUBLIC HEARING DATE FOR THE PROPOSED FY 2023-2024 PROPOSED BUDGET Prerogative of the City Council to set May 15, 2023, for a Public Hearing to consider final adoption of the Proposed FY 2023-2024 budget, and to authorize the City Clerk to publish said Public Hearing Notice in the *Grosse Pointe News*.

Item 8B GROSSE POINTE SHORES/GROSSE POINTE WOODS – DISPATCH AND LOCKUP SERVICES CONTRACT City Administrator Schulte, in his memo dated April 21, 2023, stated that the Grosse Pointe Shores/Grosse Pointe Woods Consolidated Dispatch and Lockup Services Contract expired on April 1, 2023. Due to an increase in costs, the financial terms were renegotiated. The new terms are as follows:

- One time additional payment \$9,860.50 is due when invoiced;
- Remaining two quarterly payments are due when invoiced;
- Changed the FY to July 1, 2023 through June 30, 2024;
- Overall increase in revenue from \$74,003.40 to \$88,900.00;
- Increased the annual escalator from 2.5% to 3%, which will apply to FY's 2024 and 2025;
- Contract expires on June 30, 2026.

The City Attorney reviewed and approved the proposed contract.

Prerogative of the City Council to concur with Administration's recommendation and approve the revised Grosse Pointe Shores – Grosse Pointe Woods Consolidated Dispatch and Lockup Services Contract and authorize the City Administrator to sign the contract, with an expiration date of June 30, 2026.

Item 8C

TRANSFER OF CLASS C WITH OUTDOOR SERVICE AREA/P.M. SUNDAY SALES PERMITS AND NEW SDM WITH A.M. SUNDAY SALES PERMIT LIQUOR LICENSES TO PENDY'S RESTAURANT GROUP, LLC, D/B/A PENDY'S GROSSE POINTE, 20930-20934 MACK AVENUE – (COMMONLY KNOWN AS 20930 MACK AVENUE) The City Attorney, in her memo dated April 28, 2023, states that Pendy's Restaurant Group, LLC is requesting a transfer of a Class C Liquor License from 20930-20934 Mack Avenue – (Commonly known as 20930 Mack Avenue). City Departments have carefully considered all of the review factors set forth in Sec. 4-24 (6) with no concerns identified with the applicant or the application. Therefore, a recommendation for approval of the requested transfer is appropriate.

State law has changed allowing transfers of quota liquor licenses in and out of communities. In order to restrict those transfers, some communities have required applicants to sign an agreement that require prior approval of the legislative body before the transfer of a quota liquor license can occur. The City Attorney is recommending that the City Council condition its approval of the recommendation upon the requirement that the applicant executes the attached agreement. She further recommends that the City Council's approval be conditioned upon the applicant's compliance with all federal, state, and local laws, including, but not limited to, obtaining a certificate of occupancy prior to opening for business.

I concur with her and the reviewing departments' recommendations.

Prerogative of the City Council to concur with the City Attorney's and Administration's recommendations to approve the requested transfer of Class C with Outdoor Service Area/P.M. Sunday Sales Permits and New SDM with A.M. Sunday Sales Permit Liquor Licenses to Pendy's Restaurant Group, LLC, d/b/a Pendy's Grosse pointe, 20930-20934 Mack Avenue (Commonly known as 20930 Mack Avenue), conditioned upon the applicant's compliance with all federal, state, and local laws, including, but no limited to, obtaining a certificate of occupancy prior to opening for business, and to authorize the execution of the attached agreement.

Item 8D

RESIGNATION: BEAUTIFICATION ADVISORY COMMISSION – JON DENGEL Prerogative of the Mayor to accept the resignation of Jon Dengel from the Beautification Advisory Commission with regret, and direct that appropriate thanks and recognition be sent to Mr. Dengel.

- Item 8E RESIGNATION: BEAUTIFICATION ADVISORY COMMISSION – MARLIN STEWART Prerogative of the Mayor to accept the resignation of Marlin Stewart from the Beautification Advisory Commission with regret, and direct that appropriate thanks and recognition be sent to Mr. Stewart.
- Item 8F RESIGNATION: BEAUTIFICATION ADVISORY COMMISSION – JENELLE DELLARIO Prerogative of the Mayor to accept the resignation of Jenelle Dellario from the Beautification Advisory Commission with regret, and direct that appropriate thanks and recognition be sent to Ms. Dellario.
- Item 8G SNOW CREATION CONTEST WINNERS – CITIZENS’ RECREATION COMMISSION Prerogative of the Mayor to present the winners of the Snow Creation Contest sponsored by the Citizens’ Recreation Commission.
- Item 9 ORDINANCE
- Item 9A FIRST READING: ORDINANCE AMENDMENT TO CHAPTER 4 – ALCOHOLIC LIQUORS, ARTICLE II – LIQUOR AND TAVERN LICENSES, SECTION 4-19 AND 4-21 Prerogative of the City Council to amend this ordinance, to set a date of May 15, 2023, for a second reading and final adoption, and to authorize the City Clerk to publish same by title in the Grosse Pointe News.
- Item 10 NEW BUSINESS/PUBLIC COMMENT Prerogative of the Mayor to ask if there is any New Business to come before the City Council from the City Council or Administration; and then, to ask members of the audience if there is any Public Comment to come before the City Council.
- Item 11 ADJOURNMENT Upon the conclusion of New Business/Public Comment with no further business to be conducted by the City Council, prerogative of the City Council to motion for adjournment of tonight’s meeting.

Respectfully submitted,



Frank Schulte
City Administrator



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

RECEIVED
 FEB 09 2023
 CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

BIOGRAPHICAL SKETCH

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

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

NAME: Glenn McCullough

ADDRESS: 1930 Country Club

TELEPHONE: Home: _____ Cell: 248-495-0694

E-Mail: gmccullough79@comcast.net

OCCUPATION: retired

OF YEARS RESIDENT OF GROSSE POINTE WOODS (Minimum 2 yrs. required): 7 yrs

PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION:
42 years retail sales train, showroom display, setup, sales meetings, corporate

EDUCATION: 2 years MCCC, 2 years Wayne State University Art and Design studies.

PROFESSIONAL / SERVICE CLUB AFFILIATIONS: Detroit Area Woodturners, Fraternal Order of Eagles

Completed the Dale Carnegie Human relations course as a student and instructor assistant.

DESCRIBE WHY YOU WOULD BE AN ASSET TO THE COMMISSION/BOARD: Owned 5 homes,

built, decorated (with wife, Sherrie), landscaped each of them. Was awarded a GPW beautification award in 2017. Would be an asset to the commission as I am passionate about helping to maintain and improve our already beautiful city.

Cheryl McCullough
 Signature of sponsor

Glenn McCullough
 Signature of applicant

Date: 2-8-2023

Return to Clerk's Office: cityclerk@gpwmj.us

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

Old Business: None

New Business: R. Koester presented the recommendation from the city to provide funds to assist in the cost of the flowers in the light pole hanging baskets, further discussion at the April meeting.

Donna O'Keefe from The Avenue in the Woods made a recommendation for the commission to assist in the designing and planting of a garden bed on 8 Mile in Grosse Pointe Woods. The Beautification Advisory Commission was in support of the Avenue in the Woods recommendation pending their funding and planning proposal. Further review upon the Avenue's proposal (BAC support for funding and support of review of design and implementation plan).

Biographical sketch for Glenn McCullough shared with committee members.

Motion by Arslanian, seconded by Casinelli, to recommend the Mayoral appointment of Glenn McCullough to the Beautification Advisory Commission.

Yes: Arslanian, Casinelli, Champagne, Dellario, Elich, Hage, R. Koester, McCullough, Romano, Snyder, Wettstein

No: none

Excused: McCarthy, Stewart

Not Excused: Schorer

Motion by Arslanian, seconded by Casinelli, to recommend to the Mayor the immediate certification of the previous motion of the Mayoral appointment of Glenn McCullough to the Beautification Advisory Commission.

Yes: Arslanian, Casinelli, Champagne, Dellario, Elich, Hage, R. Koester, McCullough, Romano, Snyder, Wettstein

No: none

Excused: McCarthy, Stewart

Not Excused: Schorer

Motion by Snyder, seconded by Hage, to adjourn the Beautification Advisory Commission meeting at 7:57 P.M.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Champagne, Dellario, Elich, Hage, R. Koester, McCullough, Romano, Snyder, Wettstein

No: none

Excused: McCarthy, Stewart

Not Excused: Schorer

Respectfully submitted,
Jenelle Dellario

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE
POINTE WOODS HELD ON MONDAY, APRIL 17, 2023, IN THE COUNCIL-COURTROOM
OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 20025 MACK PLAZA DR., GROSSE
POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:05 p.m. by Mayor Bryant.

PRESENT: Mayor Bryant
Council Members: Brown, Gafa, Granger, Koester (Arrived 8:00 p.m.), McConaghy, Vaughn
ABSENT: None

Also Present: City Administrator Schulte
Treasurer/Comptroller Murphy
City Attorney Morita
Assistant City Administrator Como
City Clerk Antolin
Director of Public Services Kowalski
City Engineer Wilberding
City Engineer Lockwood

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

The following Commission members were in attendance:

- Catherine Dumke, Senior Citizens' Commission
- Melinda Billingsley, Citizens' Recreation Commission
- Donna O'Keefe, Planning Commission

Motion by Granger, seconded by Gafa, that all items on the Consent Agenda be approved as presented.

A. Approval of Minutes

1. Council 04/03/23
2. Citizens' Recreation Commission 04/11/23 with recommendations
3. Historical Commission 02/09/23

B. Monthly Financial Report

1. March 2023

C. Bids/Proposals/Contracts

1. Road Salt 2023/2024 and 2024/2025 Seasons
 - a. Memo 04/11/23 - Director of Public Services
 - b. Invitation to Bid Documents - Farmington Hill, MI
2. Contribution to Retirement System - CVTRS Requirement - Budget Amendment
 - a. Memo 04/03/23 - City Administrator/Treasurer/Comptroller
 - b. City, Village, and Township Revenue Sharing FY 2022 Detailed Guidance - September 2021 - Michigan Department of Treasury

D. Claims and Accounts

1. Anderson, Eckstein & Westrick, Inc. (AEW) - City Engineers
 - a. 2022 Sewer CCV Investigation - Invoice No. 0142827 - Proj. No. 0160-0453 - 03/24/23 - \$237.58.
 - b. 2022 Sewer Rehab by Full Length CIPP LIN - Invoice No. 0142828 - Proj. No. 0160-0454 - 03/24/23 - \$854.98.
 - c. Hampton Rd. Water Main & Resurface (Mack/Marte) - Invoice No. 0142829 - Proj. No. 0160-0456 - 03/24/23 - \$37,515.73.
 - d. Torrey Rd. Pump Station Cap Improve. Plan - Invoice No. 0142830 - Proj. No. 0160-0457 - 03/24/23 - \$556.00.
 - e. 2022-2023 General Engineering - Invoice No. 0142831 - Proj. No. 0160-0459 - 03/24/23 - \$2,277.16.
 - f. 2022-2023 GIS Maintenance - Invoice No. 0143031 - Proj. No. 0160-0458 - 03/29/23 - \$2,177.28.
 - g. 2020-2021 Water Main Replacement Program - Invoice No. 0143202 - Proj. No. 0160-0426 - 04/04/23 - \$6,135.57
 - h. 2021 Misc. Concrete Repair - Invoice No. 0143203 - Proj. No. 0160-0435 - 04/04/23 - \$688.62.
 - i. 2021 Water Main Replacement Program (Hollywood, Severn & Christine Ct.) - Proj. No. 0160-0426 - Pay Estimate No. 12 - Fontana Construction, Inc. - 04/04/23 - \$58,280.00.
2. Hallahan & Associates, P.C. - Legal Services - Invoice No. 20345 - March 2023 - 04/03/23 - \$3,650.19.
3. Jacobs and Diemer, P.C. - Legal Services - Claim No. JPJPC-20222Q - USSIC v GPW - 04/04/23 - \$751.25

4. Keller Thoma - Legal Services - Invoice No. 123685 - March 2023 - 04/01/23 - \$218.75.
5. Rosati, Schultz, Joppich & Amtsbuechler, P.C. -Legal Services - Invoice No. 1079252 - 04/11/23 - \$4,488.40.
6. WCA Assessing - Assesing Services - Invoice No. 04112023 - May 2023 - 04/11/23 - \$6,833.50.
7. York, Dolan & Tomlinson, P.C. - Legal Services - Invoice No. 86 - 04/03/23 - \$2,960.50.

Motion carried by the following vote:

Yes: Brown, Bryant, Gafa, Granger, McConaghy, Vaughn
No: None
Absent: Koester

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

Motion carried by the following vote:

Yes: Brown, Bryant, Gafa, Granger, McConaghy, Vaughn
No: None
Absent: Koester

Mayor Bryant read aloud the proclamation regarding the Holocaust Days of Remembrance.

Motion by Granger, seconded by Gafa, that City Council open the Public Hearing.

Motion carried by the following vote:

Yes: Brown, Bryant, Gafa, Granger, McConaghy, Vaughn
No: None
Absent: Koester

THE MEETING WAS THEREUPON OPENED AT 7:13 P.M. FOR A PUBLIC HEARING TO HEAR THE APPLICATION OF CRISPELLI'S, LLC, 19850 MACK AVENUE, GROSSE POINTE WOODS, WHICH IS REQUESTING NEW CLASS C, SDM, SUNDAY A.M./P.M. SALES LIQUOR LICENSES.

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

1. Cover Letter 02/22/23 - Kelly Allen (representing Crispelli's, LLC)
2. Grosse Pointe Woods Alcoholic Liquors Application Affidavit
3. On-Premises Retailer License & Permit Application (LLC-100a)
4. Reports of Stockholders, Member, or Partners (LCC-301):
 - a) Crispelli's, LLC
 - b) Crispelli's - Holdings, LLC
 - c) AWMM Holdings, LLC
 - d) BWG Inv 3, LLC
5. Crispelli's - Organizational Chart
6. Articles of Organization
7. MLCC Active/Escrow License Search - Other Crispelli's Location
 - a) City of Clarkston
 - b) City of Troy
 - c) West Bloomfield Twp.
 - d) City of Berkley
8. Proof of Financial Responsibility (LC-95)
9. Lease Agreement
10. Site Plan
11. Floor PLaN
12. Proposed Menu
13. Receipt of Payment
14. Affidavit of Legal Publication
15. Affidavit of Property/Business Owners Notified
16. GIS Map View
17. Letter 04/12/23 - Margaret Freundl (Resident)

Motion carried by the following vote:

Yes: Brown, Bryant, Gafa, Granger, McConaghy, Vaughn
No: None
Absent: Koester

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

- Kelly Allen, Attorney for Crispelli's
39792 Woodward Ave., Bloomfield Hills

- Mark Artinian, Owner
- Glen Willson, Owner

The Chair asked if anyone from the audience wished to speak in opposition to the proposed request. Nobody wished to be heard.

Additional Comments were heard from the following individuals:

- Donna O’Keefe, 1593 Torrey Rd. (Business Hours/Parking)
- Ghassan Elian, 568 Coventry Ln. (Parking during Church services)

The Mayor stated that tonight’s Public Hearings are only for the purpose of hearing comments from the public. There will be discussion at a future City Council meeting.

Motion by McConaghy, seconded by Granger, that the public hearing be closed at 7:24 p.m. PASSED UNANIMOUSLY.

There was no action taken by City Council.

Motion by McConaghy, seconded by Vaughn, that City Council open the Public Hearing.

Motion carried by the following vote:

Yes: Brown, Bryant, Gafa, Granger, McConaghy, Vaughn
No: None
Absent: Koester

THE MEETING WAS THEREUPON OPENED AT 7:25 P.M. FOR A PUBLIC HEARING TO HEAR THE APPLICATION OF PENDY’S RESTAURANT GROUP, LLC, D/B/A PENDY’S GROSSE POINTE, 20930-20934 MACK AVENUE, GROSSE POINTE WOODS, WHICH IS REQUESTING A TRANSFER OF CLASS C WITH OUTDOOR SERVICE AREA/P.M. SUNDAY SALES PERMITS AND NEW SDM WITH A.M. SUNDAY SALES PERMITS LIQUOR LICENSES.

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

- 1) Cover Letter 03/08/23 - Kelly Allen (representing Pendy's Restaurant Group, LLC)
- 2) Grosse Pointe Woods Alcoholic Liquors Application Affidavit
- 3) Letter 02/20/23 - Kelly Allen
- 4) Conditional License Application (Ownership Transfer) (LCC-103)

- 5) Floor Plan
- 6) On-Premise Retailer License & Permit Application (LCC-100a)
- 7) Report of Stockholders, Members, or Partners (LCC-301)
- 8) Article of Organization
- 9) Operating Agreement for Pendy's Restaurant Group, LLC
- 10) Second Asset Purchase Agreement
- 11) Net Lease Agreement
- 12) Net Lease Agreement with markups
- 13) Lease with markups
- 14) Floor Plan
- 15) Proposed Menu
- 16) I-Chat Reports: David and Susan Pendy
- 17) Letter 04/07/23 - Michigan Liquor Control Commission
- 18) Receipt of Payment
- 19) Affidavit of Legal Publication
- 20) Affidavit of Property/Business Owners Notified
- 21) GIS Map View

Motion carried by the following vote:

Yes: Brown, Bryant, Gafa, Granger, McConaghy, Vaughn
No: None
Absent: Koester

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

- Kelly Allen, Attorney for Pendy's Restaurant Group, LLC
39792 Woodward Ave., Bloomfield Hills
- David Pendy, Owner

The Chair asked if anyone from the audience wished to speak in opposition to the proposed request. Nobody wished to be heard.

Motion by Vaughn, seconded by Gafa, that the public hearing be closed at 7:32 p.m. PASSED UNANIMOUSLY.

There was no action taken by City Council.

Motion by McConaghy, seconded by Gafa, regarding **Clean Water State Revolving Fund Project Plan**, that City Council concur with Director of Public Services Kowalski's recommendation and adopt the proposed resolution and authorize the City Clerk to sign and authorize AEW to submit the application and resolution to the Department of Environment, Great Lakes, and Energy (EGLE).

Motion carried by the following vote:

Yes: Brown, Bryant, Gafa, Granger, Koester, McConaghy, Vaughn
No: None
Absent: None

Motion by Gafa, seconded by McConaghy, regarding **Pension Grant Program – House Bill 5054**, that City Council concur with City Administrator Schulte's recommendation and adopt Resolution 2023 and authorize the Mayor to sign letters to both State Representative Joe Tate and State Senator Hertel to revisit HB 5054 and include the \$250 million in the State's upcoming budget for communities following pension best practices and who had a funding level of greater than or equal to 60% as of December 31, 2021.

Motion carried by the following vote:

Yes: Brown, Bryant, Gafa, Granger, Koester, McConaghy, Vaughn
No: None
Absent: None

The Mayor accepted the resignation of Scott Schorer from the Beautification Advisory Commission with regret and directed the City Clerk to send appropriate thanks and recognition to Mr. Schorer.

Under New Business, no one wished to be heard.

Under Public Comment, the following individuals were heard:

- *Prudence Cole/Brenda Taylor, The Helm*: Provided an overview of senior services they offer to the Grosse Pointe and Harper Woods communities. In addition, presented a millage case statement for the November 2023 ballot.

- *Ghassan Elian, 568 Coventry Ln., GPW:* Requested GFL be contacted about one of their trucks leaving pieces of glass in front of his home as well as on other streets.
- *Gerald Burak, 28673 Sunray Ct., Chesterfield:* Commented on local corruption in the surrounding communities.
- *John Wessenberg, 2001 Anita, GPW:* Requested background checks be performed on all rental applicants.
- *Jimmy Taylor, 1350 S. Renaud, GPW:* Spoke in support of The Helm.
- *Doug Monforton, 2120 Allard, GPW (Property Owner):* Asked for clarification on Park Pass Ordinance.

Motion by Granger, seconded by Gafa, to adjourn tonight's meeting at 8:24 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Paul P. Antolin
City Clerk

Arthur W. Bryant
Mayor

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE SITTING AS A FINANCE COMMITTEE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, APRIL 17, 2023, IN THE COUNCIL CHAMBERS/COURTROOM OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 20025 MACK PLAZA DR., GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Bryant
Council Members: Brown, Gafa, Granger, Koester, McConaghy, Vaughn
ABSENT: None

Also Present: City Administrator Schulte
Treasurer/Comptroller Murphy
City Attorney Morita
City Clerk Antolin
Assistant City Administrator Como
Director of Public Services Kowalski

Mayor Bryant called the meeting to order at 8:40 p.m.

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

Motion carried by the following vote:

Yes: Brown, Bryant, Gafa, Granger, Koester, McConaghy, Vaughn
No: None
Absent: None

The first item addressed was regarding the **Proposed FY 2023-2024 Budget**. The Treasurer/Comptroller provided an overview of the FY 2022/2023 General Fund Balance Analysis. She stated, as of February 28, 2023, revenue and expenses were estimated to be \$16.5 Million and \$15.3 Million, respectively, drawing approximately \$418,000 from Fund Balance.

Revenue was higher than anticipated due to increases in State Shared Revenue, Interest Income, park/community center activity, donations, and property tax administration fees. Over budgeted items such as retiree health care, personnel costs, legal/court fees and election supplies were approximately \$1.2 million, which is expected to be placed back into the Fund Balance. After FY 2022/2023, the Fund Balance is expected to be approximately 45%.

The anticipated Revenue Budget FY 2023/2024 is \$15.7 Million with projected expenses of \$16.7 Million, which would draw \$988,000 from the Fund Balance. With that projection, it would leave

the Fund Balance at \$5.9 Million or 35% of our expenses. Based on the Fund Balance Policy, this is well above the recommended 15%-20%.

The Treasurer/Comptroller provided a brief overview regarding increases of \$700,000 in Taxable Value and \$222,000 in State Shared revenues. Public Safety received an additional \$15,000 for recruitment, retention, education, and equipment.

The Treasurer/Comptroller provided an overview of major expenses in the General Fund for FY 2023/2024 including:

- Fund transfers for OPEB, Pension Fund, Capital Improvement Bond, Local Roads (Roslyn Rd.), Municipal Improvement Fund (Splash Pad, Dog Park).
- Fire Truck Payment
- New School Resource Officer (Funded in part by Grosse Pointe Public Schools)

Council congratulated and commended Treasurer/Comptroller Murphy and Administration on the excellent work done on the FY 2023/2024 Budget.

The Treasurer/Comptroller stated that the Pension Actuary is completing an experience study to implement a funding policy change. Now that the city is under 60% funding, the city may need to make a funding choice that may draw from the Fund Balance. There will be discussion regarding any proposed changes at the May 4, 2023 Pension Board meeting.

A brief discussion ensued regarding the new splash pad, local road projects and the growing Fund Balance to be used towards the Pension Fund. Any proposed implementations will be brought to a Committee-of-the-Whole meeting.

The next topic discussed, was regarding a **proposed ordinance amendment for Chapter 4, Alcoholic Liquors, Section 4-19 and 4-21 and a Class C Liquor License Transfer Agreement.**

City Attorney Morita provided an overview of the request to adopt an ordinance amendment that would remove the eleven (11) Class C/Tavern Liquor License limit. This will clean up any potential issues with current counts the city has and allow more flexibility.

Councilmember Vaughn asked, “If the applicant’s request is denied, what is their recourse? Can they sue or appeal?” The City Attorney responded, “If the basis of denial is reasonable, it’s defensible.”

Ms. Morita suggested, with changes to the Liquor License laws, the city may require applicants to go through a process to qualify for approval even when bringing a new license into the city. Council is interested in City Attorney Walling’s perspective of this suggestion.

The address 19850 Mack for Crispelli's is incorrect and will be corrected.

Discussion ensued regarding the city's Liquor License quota count and the allowances with new and transfer of these licenses.

The City Administrator and City Attorney stated that in addition to the request to remove the license quota cap, the city is asking approval of an agreement to restrict certain transfer of Class C Liquor Licenses to leave the city.

There was a consensus of the Committee-of-the-Whole to move forward with the proposed ordinance amendments and agreement restricting certain transfer of Class C Liquor License.

Under New Business, the following individual was heard:

- Councilmember Vaughn – The Helm presentation will be discussed at a future meeting and the Building Code update regarding rentals will be provided by Administration.

Under Public Comment, no one wished to be heard.

Motion by Granger, seconded by Koester, that the meeting of the Committee-of-the-Whole be adjourned at 9:40 p.m. PASSED UNANIMOUSLY.

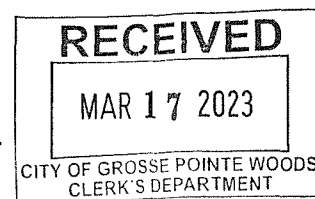
Respectfully submitted,

Paul P. Antolin
City Clerk

Arthur W. Bryant
Mayor

Commission Approved April 12, 2023

Beautification Advisory Commission
Conference Room – Grosse Pointe Woods Community Center
20025 Mack Ave. Dr., Grosse Pointe Woods
Meeting – March 8, 2023– 7:00 p.m.



Present: Arslanian, Casinelli, Champagne, Dellario, Elich, Hage, R. Koester, McCullough, Romano, Snyder, Wettstein

Excused: McCarthy, Stewart

Not Excused: Schorer

Guest: Donna O'Keefe, Glenn McCullough

Call to Order: The meeting was called to order by Vice Chairperson, R. Koester at 7:00 P.M.

Minutes: The February 8, 2023 minutes were distributed and reviewed.

Motion by Casinelli, seconded by Hage, to approve the February 8, 2023 minutes as presented.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Champagne, Dellario, Elich, Hage, R. Koester, McCullough, Romano, Snyder, Wettstein

No: none

Excused: McCarthy, Stewart

Not Excused: Schorer

Treasurer's Report: Snyder presented the treasurers report.

Motion by Casinelli, seconded by Romano, to approve the treasurers report as presented.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Champagne, Dellario, Elich, Hage, R. Koester, McCullough, Romano, Snyder, Wettstein

No: none

Excused: McCarthy, Stewart

Not Excused: Schorer

Chairperson's Report: R. Koester shared the Grosse Pointe Magazine interview with the committee promoting Flower Sale.

Awards Program: Wettstein advised that committee members will be receiving area assignments next month. Casinelli informed that the reservation was made for November 8th at the Lochmoor Club for the 2023 BAC Awards Night.

Flower Sale: Flower sale flyers were distributed. Casinelli to arrange for Grosse Pointe North Honor Student volunteers for Flower Sale.

Council Report: No report

Old Business: None

New Business: R. Koester presented the recommendation from the city to provide funds to assist in the cost of the flowers in the light pole hanging baskets, further discussion at the April meeting.

Donna O'Keefe from The Avenue in the Woods made a recommendation for the commission to assist in the designing and planting of a garden bed on 8 Mile in Grosse Pointe Woods. The Beautification Advisory Commission was in support of the Avenue in the Woods recommendation pending their funding and planning proposal. Further review upon the Avenue's proposal (BAC support for funding and support of review of design and implementation plan).

Biographical sketch for Glenn McCullough shared with committee members.

Motion by Arslanian, seconded by Casinelli, to recommend the Mayoral appointment of Glenn McCullough to the Beautification Advisory Commission.

Yes: Arslanian, Casinelli, Champagne, Dellario, Elich, Hage, R. Koester, McCullough, Romano, Snyder, Wettstein

No: none

Excused: McCarthy, Stewart

Not Excused: Schorer

Motion by Arslanian, seconded by Casinelli, to recommend to the Mayor the immediate certification of the previous motion of the Mayoral appointment of Glenn McCullough to the Beautification Advisory Commission.

Yes: Arslanian, Casinelli, Champagne, Dellario, Elich, Hage, R. Koester, McCullough, Romano, Snyder, Wettstein

No: none

Excused: McCarthy, Stewart

Not Excused: Schorer

Motion by Snyder, seconded by Hage, to adjourn the Beautification Advisory Commission meeting at 7:57 P.M.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Champagne, Dellario, Elich, Hage, R. Koester, McCullough, Romano, Snyder, Wettstein

No: none

Excused: McCarthy, Stewart

Not Excused: Schorer

Respectfully submitted,
Jenelle Dellario

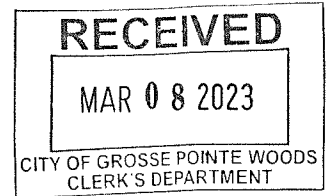
Commission Approved April 5, 2023

Minutes of the Grosse Pointe Woods Tree Commission Meeting March 1, 2023.

The meeting was called to order by Chairman Lechner at 7:36 p.m.

The following members were present:

Tim Butler
Ted Colborn
Maria Galbo
Laura Gaskin
Peter Groschner
Gary Lechner
Paul Lechner
Tim Madigan
Mary Ellen Meyering
Randy Rennpage



The following members were excused:

Dave Andrews

The following members were absent:

The following were also in attendance:

Michael Koester, Council Representative

Motion by Groschner, seconded by Madigan to approve the agenda for the meeting March 1, 2023 passed by the following vote:

Yes: 10 No: 0 Absent: 1

Motion by Madigan, seconded by Butler to approve the minutes for the meeting February 1, 2023 passed by the following vote:

Yes: 10 No: 0 Absent: 1

Treasurer's Report:

Randy Rennpage reported that our balance is \$1059.98.

Lechner will request a check for the final payment for the tree plugs.

Old Business:

Plans for our upcoming events were discussed. The Memorial Tree Ceremony will be held on Wednesday, April 5 at 7:30 in the Council Chambers. There will be eight Memorial trees recognized. Responsibilities for the evening were reviewed. Gaskin will emcee the event,

Groschner will read the Dedicatory Prayer. Butler will contact the families. Galbo will get the cookies and Madigan, the water bottles. P. Lechner will contact the newspapers and City Council

Arbor Day plans were reviewed. P. Lechner has arranged to have the poster blanks printed by Pointe Express for \$320. He will distribute them to the Commission members for delivery to the schools the week of March 21. He has also ordered five T-shirts for the winners. The contest will close to entries on April 19 and Commission members will pick up the completed entries from the schools April 19-21. Commission members are assigned to schools as follows: ULS and Montieth, Gaskin; Ferry, Butler; OLSOS, Galbo and Rennpage; Mason, Andrews. Colborn will handle updating the plaques. Winning posters will be retained for the Council Meeting recognizing the winners and for the City calendar. We will request that the winners be recognized at the May 15 City Council meeting. We will offer posters to local care facilities for display. Madigan will contact Sunrise and Gary Lechner will contact Promedica and the Rivers.

Trees will be delivered to the DPW about April 17 and members will bag them on Thursday April 20 at 4:30 p.m. P. Lechner will acquire the paper bags and wire needed and Galbo will acquire the small plastic bags.

New Business:

Council representative Michael Koester provided an update of current city business.

Motion to adjourn at 8:32 p.m. moved by Gaskin, and seconded by Rennpage, was unanimous.

Submitted by: Mary Ellen Meyering Office Held: Secretary Cell: 313 505 2352

CITY OF GROSSE POINTE WOODS

PROCLAMATION

WHEREAS, **WOODS OPTICAL STUDIOS** has been serving the community of Grosse Pointe Woods at 19599 Mack Avenue for the past 50 years; and

WHEREAS, in 1973 the landmark green awning signaled the opening of a new optical boutique, **WOODS OPTICAL STUDIOS**, owned by John Wylie; and

WHEREAS, John Wylie's son, Tim Wylie, an optician, certified by the American Board of Opticians, joined the family business in 1984, helping to renovate the business with fresh ideas; and

WHEREAS, the current owners of **WOODS OPTICAL STUDIOS**, Tim Wylie and his wife, Lisa Wylie bought the business from John Wylie in 1994, and with the talents of their two children, offered exciting ideas for new art work and for displays; and

WHEREAS, **WOODS OPTICAL STUDIOS** is dedicated to providing their clients with the best and most accurate eyewear available along with high quality products; and

WHEREAS, **WOODS OPTICAL STUDIOS** takes great pride in the personalized and friendly service they provide to the Seniors in our community, as well as helping people of all ages understand their vision needs; and

WHEREAS, giving back to the community is of great importance to **WOODS OPTICAL STUDIOS**, by donating to church and school auctions and sponsoring neighborhood baseball teams.

NOW, THEREFORE, on behalf of the City of Grosse Pointe Woods, I, ARTHUR BRYANT, Mayor, congratulate and thank **WOODS OPTICAL STUDIOS** for 50 years of excellent service to our community, and extend on behalf of our City Council and residents best wishes for continued success.



Arthur W. Bryant
Mayor Arthur W. Bryant
May 1, 2023



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

51301 Schoenherr Road, Shelby Township, MI 48315
586.726.1234 | www.aewinc.com

April 12, 2023

RECEIVED

APR 24 2023

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Shawn Murphy, Deputy Controller
City of Grosse Pointe Woods
20025 Mack Avenue
Grosse Pointe Woods, Michigan 48236-2397

Reference: 2022 Pavement Joint and Crack Sealing Program
City of Grosse Pointe Woods
AEW Project No. 0160-0451

Dear Mrs. Murphy:

Enclosed please find the Final Pay Estimate, Sworn Statement and Consent of Surety for the above referenced project. For work performed through March 31, 2023 we recommend issuing payment for the **Net Earnings this Period (see Page 1)** in the amount of **\$1,001.00** to Michigan Joint Sealing, Inc., 28830 West 8 Mile Road, Suite 103, Farmington Hills, MI 48336.

If you have questions or require additional information, please contact our office.

Sincerely,

Frank D. Varicalli

Frank D. Varicalli
Infrastructure Rehab Group Lead

cc: Frank Schulte, City Administrator
Jim Kowalski, Director of Public Services
Jeanne Duffy, Grosse Pointe Woods
Susan Como, Assistant City Administrator
David Bacci, Michigan Joint Sealing

P047295
262-451-975.300 \$250.25
263-451-975.300 \$750.75
OK - J.K
SM 4/14/23
F. 4-14-23



Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

4/11/2023 2:16 PM

FieldManager 5.3c

Contract: .0160-0451, GPW-2022 Pavement Joint and Crack Sealing Program

Estimate Date	Estimate No.	Entered By	Estimate Type	Electronic File Created	All Contract Work Completed	Construction Started Date
03/31/2023	2	Michelle Ankawi	Final	No	3/31/2023	10/5/2022
Prime Contractor Michigan Joint Sealing, Inc.				Managing Office Anderson, Eckstein and Westrick, Inc.		
Comments						
Current Contract Amount: \$26,297.89 % Completed: 100%						

Item Usage Summary

Item Description	Item Code	Prop. Line	Project	Category	Project Item Line No.	Mod. Type	Mod. No.	Quantity	Dollar Amount
Bonds, Insurance and Initial Set-Up Expense (3% Max)	1027051	0005	0160-0451	0000	0005	00	000	1.000	\$1.00
Total Estimated Item Payment:								\$1.00	

Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	SITE NUMBERS SHOULD BE CODED 00	Completion Date	152	\$0
Total Liquidated Damages:				\$0

Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
0160-0451, GPW-2022 Pavement Joint and Crack Sealing Program	0002	\$1.00	\$0.00	\$1.00
Voucher Total:				\$1.00

Summary

Current Voucher Total:	\$1.00	Earnings to date:	\$26,297.89
-Current Retainage:	(\$1,000.00)	- Retainage to date:	\$0.00
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
Total Estimated Payment:	\$1,001.00	Net Earnings to date:	\$26,297.89
		- Payments to date:	\$25,296.89
		Net Earnings this period:	\$1,001.00



Construction Pay Estimate Amount Balance Report

Estimate: 2

4/11/2023 2:16 PM

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c

Contract: .0160-0451, GPW-2022 Pavement Joint and Crack Sealing Program

Item Description	Item Code	Prop. Line	Project	Category	Authorized Quantity	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
_ Bonds, Insurance and Initial Set-Up Expense (3% Max)	1027051	0005	0160-0451	0000	1.000	1.000	1.000	1.000	100%	1.00000	\$1.00
_ Cleaning and Sealing Existing Cracks (Asphalt Pavt)	6037001	0010	0160-0451	0000	31,681.800		31,681.800	31,681.800	100%	0.83000	\$26,295.89
_ Traffic Control and Maintenance	8127051	0015	0160-0451	0000	1.000		1.000	1.000	100%	1.00000	\$1.00
Percentage of Contract Completed(curr): 100%							Total Amount Paid This Estimate:				\$1.00
(total paid to date / total of all authorized work)							Total Amount Paid To Date:				\$26,297.89

CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT
AIA DOCUMENT G707

Owner
Architect
Contractor
Surety
Other

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Bond No. MIC62224

PROJECT: 2022 Pavement Joint and Crack Sealing Program AFW Project # 0160-0451
(name, address)

TO: (Owner)
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Contract Bond
CONTRACT DATE: 7/11/2022

CONTRACTOR:
Michigan Joint Sealing Inc.
28830 W Eight Mile, Suite 103
Farmington Hills, MI 48336

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

Merchants Bonding Company (Mutual)
PO Box 14498
Des Moines, IA 50306-3498

, SURETY COMPANY

on bond of (here insert name and address of Contractor)

Michigan Joint Sealing Inc.
28830 W Eight Mile, Suite 103
Farmington Hills, MI 48336

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

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

, OWNER,

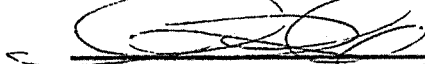
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

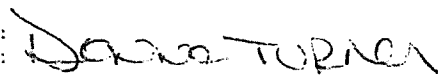
the Surety Company has hereunto set its hand this

12th day of **April, 2023**

Surety Company
Merchants Bonding Company (Mutual)



Signature of Authorized Representative

Attest:
(Seal): 

Susan L. Small, Attorney-in-Fact

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alan P Chandler; Ian J Donald; Jeffrey A Chandler; John L Budde; Kathleen M Irelan; Patrick E Williams; Steven K Brandon; Susan L Small; T J Griffin; Terence J Griffin; Wendy L Hingson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

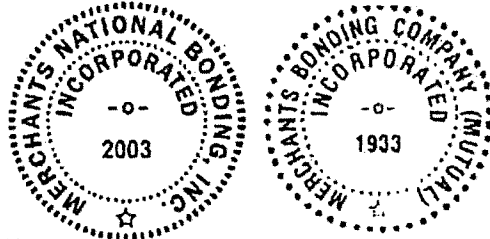
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of Indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

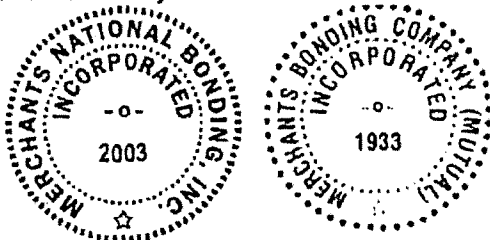


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of April, 2023.



William Warner Jr.
Secretary

SWORN STATEMENT

State of Michigan, County of Oakland

Date 4/12/2023

David Bucc. being duly sworn, deposes and says:

That (he)(she) makes the Sworn Statement on behalf of Michigan Joint Sealing, Inc who is the (contractor) (subcontractor) for an improvement to the following described real property situated in Wayne County, Michigan, described as follows:

2022 Pavement Joint & Crack Sealing
(insert legal description of property)

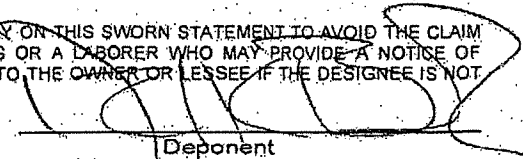
That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows:

Names of subcontractor supplier or laborer	Type of improvement furnished	Initial contract amount	Change orders or credits	Adjusted contract amount	Amount already paid	Amount currently owing	Balance to complete	Amount of laborer wages, fringe benefits & withholding due but unpaid
<u>MJS, INC.</u>	<u>Labor</u>		<u>-</u>	<u>0</u>	<u>18,340.00</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>P&T Products</u>	<u>Material</u>		<u>-</u>	<u>0</u>	<u>5,974.44</u>	<u>0</u>	<u>0</u>	
ALL APPLICABLE LABOR, FRINGES, TAXES, AND EQUIPMENT PAID IN FULL								

That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as the _____ of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.


Deponent

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.

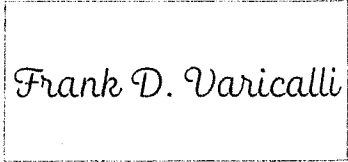
Subscribed and sworn to before me this 12 day of April 2016 2023

Heather M. Wyman Notary Public, Wayne County, Michigan.

My commission expires: 09-27-2024

Signature Certificate

Reference number: BJNRZ-QXYZH-I2LVE-QZ2AD

Signer	Timestamp	Signature
Frank D. Varicalli Email: fvaricalli@aewinc.com		
Sent:	12 Apr 2023 16:14:49 UTC	
Viewed:	13 Apr 2023 10:52:50 UTC	
Signed:	13 Apr 2023 10:53:27 UTC	
Recipient Verification:		IP address: 50.231.116.222
✓ Email verified	13 Apr 2023 10:52:50 UTC	Location: Macomb, United States

Document completed by all parties on:
13 Apr 2023 10:53:27 UTC

Page 1 of 1



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MCKENNA

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

Frank Schulte
City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

April 18, 2023
Invoice No: 22-064 - 9

Project 22-064 Grosse Pointe Woods Planning Services
Professional Services from March 1, 2023 to March 31, 2023

Professional Hourly Services

	Hours	Rate	Amount
Senior Planner			
	6.75	100.00	675.00
Coordinate and document existing liquor license and regulations to permit current applications.			
	3.25	100.00	325.00
Prepare for and attend March 28, 2023 Planning Commission meeting.			
	2.00	100.00	200.00
Update of proposed Social District Common Areas maps.			
Assistant Planner			
	3.00	85.00	255.00
Prepare and update social district map.			
Total			\$1,455.00

Review Services

19850 Mack Avenue Site Plan Review #1

Site Plan Review - \$800 + \$75/acre
\$875.00

19850 Mack Avenue Liquor License Review #1

	Hours	Rate	Amount
Senior Planner			
	3.00	100.00	300.00
Prepare liquor license review.			
Total			\$300.00

RECEIVED
APR 24 2023
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

20930 Mack Avenue Liquor License Review #1

	Hours	Rate	Amount
Senior Planner			
	3.00	100.00	300.00
Prepare liquor license review.			
Total			\$300.00
		Invoice Total	<u>\$2,930.00</u>

Outstanding Invoices

Number	Date	Balance
7	2/27/2023	1,485.00
Total		\$1,485.00

THANK YOU. Please remit to above address and indicate project number on voucher.

101371818000

SM 4/19/23

FS 4-19-23



MCKENNA

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

Frank Schulte
City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

April 19, 2023
Invoice No: 21849 - 73

Project 21849 Grosse Pointe Woods Building Services

Professional Services from March 1, 2023 to March 31, 2023

Building Department Services - 85% of Revenue

Contract Amount

Number of Permit Revenue	62,988.50
Fee Each	.85
Total Fee	53,540.23

Total Fee \$53,540.23

Vehicle Credit (500.00)

Total (\$500.00)

General Zoning/Administration

General Zoning/Administration professional services.

	Hours	Amount
Senior Planner	14.00	
Assistant Planner	2.50	
Total		0.00

Invoice Total \$53,040.23

101371818000

SM 4/19/23

FS 4-19-23

THANK YOU. Please remit to above address and indicate project number on voucher.

RECEIVED

APR 24 2023

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

CITY OF GROSSE POINTE WOODS

PROCLAMATION

WHEREAS, **STEPHANIE WESTRICK** completed all of the requirements for the Gold Award through Troop 75334 of the Girl Scouts of America, and will formally receive her award at the High Awards Ceremony on June 25, 2023; and

WHEREAS, Clintondale Community Schools, greatly benefited from **STEPHANIE WESTRICK'S** Gold Award Leadership, which provided a bike safety workshop to students, including educating them in proper bicycle fit, helmet fit, bike maintenance and rules of the road; and

WHEREAS, **STEPHANIE WESTRICK** has the loving support of her parents Greg and Karen Westrick and sister Sarah; and

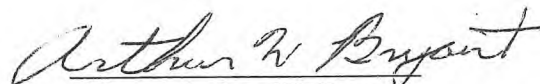
WHEREAS, through her participation and dedication with Girl Scouts, **STEPHANIE WESTRICK** served on Mackinac Island with the Girl Scout Governor's Honor Guard, Troop 327; and

WHEREAS, **STEPHANIE WESTRICK** is a 2022 graduate of Grosse Pointe North High School where she maintained a GPA of 4.227, and was selected to give the Commencement Address at her graduation last June; and

WHEREAS, **STEPHANIE WESTRICK** completed her freshman year at the University of Michigan with a GPA of 3.93 and plans to double major in Education as well as Film, Television and Media with a focus on scriptwriting; and

WHEREAS, **STEPHANIE WESTRICK** participated in the University of Michigan's Campus Band, and is active in Salt Group, a Christian campus organization.

NOW, THEREFORE, I, ARTHUR W. BRYANT, Mayor of the City of Grosse Pointe Woods, Michigan, hereby commend **STEPHANIE WESTRICK** for her laudable achievements and do extend the best wishes of the City Council and the citizens of the City of Grosse Pointe Woods in all her future endeavors.


Mayor Arthur W. Bryant
May 1, 2023



CITY OF GROSSE POINTE WOODS

PROCLAMATION

WHEREAS, the Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, the Office of the Professional Municipal Clerk is the oldest among public servants, and

WHEREAS, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

WHEREAS, the Professional Municipal Clerk serves as the information center on functions of local government and community.

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

NOW, THEREFORE, I, ARTHUR W. BRYANT, Mayor of the City of Grosse Pointe Woods, do recognize the week of April 30 through May 6, 2023, as the 54th annual **PROFESSIONAL MUNICIPALS CLERK WEEK**, and further extend appreciation to our Professional Municipal Clerk, Paul Antolin, MiPMC and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent



Arthur W. Bryant
Arthur W. Bryant
Mayor
May 1, 2023



**CITY OF GROSSE POINTE WOODS
MEMORANDUM**

Date: May 1, 2023
To: Mayor and City Council
From: Frank Schulte, City Administrator
Shawn Murphy, Treasurer/Comptroller
Re: Public Hearing Date

Pursuant to Section 8.2 of the City Charter, we are requesting the City Council set a public hearing date of May 15, 2023 for accepting public comment on the proposed budget for fiscal year 2023–2024.

The Finance Committee met on March 30, 2023 to discuss the proposed budget. The budget was presented to the Committee of the Whole on April 17, 2023.

Thank you for your consideration.

Handwritten signature of Frank Schulte in blue ink.

Frank Schulte
City Administrator

Handwritten signature of Shawn Murphy in blue ink.

Shawn Murphy
Treasurer/Comptroller

RECEIVED
APR 21 2023
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

CITY OF GROSSE POINTE WOODS
Notice of Public Hearing

On the Proposed 2023-24 General Budget

And

Various Other Fund Budgets

NOTICE IS HEREBY GIVEN that the Mayor and the City Council of the City of Grosse Pointe Woods will be meeting on May 15, 2023 at 7:00 p.m. in the Council Chambers of the Municipal Building, 20025 Mack Plaza, for the purpose of conducting a public hearing on the proposed 2023-24 General Fund Budget as well as the various other Fund Budgets of the said City.

The subject of this hearing is the property tax millage rate of 16.9560 proposed to be levied on July 1, 2023 to support the proposed General Fund, Public Relations, Solid Waste and Road Budgets. If adopted, the proposed millage will generate \$14,603,816 in operating revenue from ad valorem property taxes for all funds, which is a \$1,245,629 or 9% increase compared to the 2022-2023 total collection of \$13,358,187. It is anticipated that the winter millage levied for the Milk River Drainage tax will be 4.6912 mills.

Purpose of Millage	Millage Rate	Revenue Generated
General Operating	12.9269	\$11,133,641
Road Bond Debt	1.5000	\$1,291,915
Act 359-Public Relations	.0580	\$49,959
Act 298-Solid Waste	2.4711	\$2,128,301
Total Special Acts Millage	2.5291	\$2,178,260

TOTAL GENERAL, PUBLIC RELATIONS SOLID WASTE & ROAD DEBT MILLAGE	16.9560	\$14,603,816
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The City Council expects to take action on the proposed millage rates as well as taking action to approve the aforementioned budgets at the Council meeting immediately following the public hearing. The taxing unit publishing this notice, identified above, has complete authority to establish the number of mills to be levied from within its authorized millage rate.

**City of Grosse Pointe Woods
2023-2024 Proposed Budget Summary**

	2023 - 2024 PROPOSED
<u>GENERAL FUND</u>	
General Government	\$3,960,096
Public Safety	\$7,345,882
Public Works	\$2,670,901
Management Info. Systems	\$506,169
Parks & Recreation	\$2,223,713
Total General Fund	<u><u>\$16,706,761</u></u>

<u>SPECIAL REVENUE</u>	
Major Street	\$1,320,740
Local Street	\$1,533,911
Act 302 Training	\$5,000
Parkway Beautification	\$73,300
Cable Fund	\$0
Solid Waste	\$1,944,948
CDBG	\$20,000
SOM MIDC Grant	\$55,975
911 Service Fund	\$60,716
Drug Forfeiture	\$0
Opioid Settlement	\$5,000
Total Special Revenue	<u><u>\$5,019,590</u></u>

<u>DEBT SERVICE FUND</u>	
Road Bond Debt	\$1,383,291
Capital Improvement Debt	\$217,863
Grosse Gratiot Drain (Milk River)	
Total Debt Funds	<u><u>\$1,601,154</u></u>

<u>CAPITAL PROJECTS FUND</u>	
Municipal Improvement	\$475,050
Total Capital Projects Fund	<u><u>\$475,050</u></u>

<u>INTERNAL SERVICE FUNDS</u>	
Motor Vehicle Fund	\$929,367
Workmen's Compensation	\$142,875

Total Internal Service Funds	<u><u>\$1,072,242</u></u>
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ENTERPRISE FUNDS

Parking	\$373,644
Water & Sewer	\$8,365,861
Boat Dock	\$110,341
Commodity Sales	\$250
Total Enterprise Funds	<u><u>\$8,850,096</u></u>

FIDUCIARY FUNDS

Pension Trust Funds	\$3,854,403
Supplemental Annuity	\$296,383
Retiree Healthcare (OPEB)	\$0
Total Fiduciary Funds	<u><u>\$4,150,786</u></u>

BUDGET TOTAL	<u><u>\$37,875,679</u></u>
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A copy of the proposed budget will be available for inspection during regular business hours at the office of the City Administrator. Public comments, oral and/or written, will be welcome at the public hearing on the aforesaid proposed General Fund Budget and the various other Fund Budgets.

Frank Schulte
City Administrator



CITY OF GROSSE POINTE WOODS

MEMORANDUM

Date: April 21, 2023
To: Mayor and Council
From: Frank Schulte, City Administrator *FS*
Subject: Grosse Pointe Shores - Grosse Pointe Woods Dispatch and Lockup Services Contract

The Grosse Pointe Shores – Grosse Pointe Woods Consolidated Dispatch and Lockup Services Contract expired April 1, 2023. Due to an increase in the costs associated with providing dispatch and lockup services the financial terms needed to be renegotiated. The new terms are as follows:

- One time additional payment \$9,860.50.
- Remaining two quarterly payments are due by June 30.
- Changed the FY to July 1, 2023 through June 30, 2024.
- Overall increase in revenue from \$74,003.40 to \$88,900.00.
- Increased the annual escalator from 2.5% to 3%, which will apply to FY's 2024 and 2025.
- Contract expires on June 30, 2026.

City Attorney Walling has reviewed and approved the attached Grosse Pointe Shores – Grosse Pointe Woods Consolidated Dispatch and Lockup Services Contract.

It is Administration's recommendation that City Council approve the revised Grosse Pointe Shores – Grosse Pointe Woods Consolidated Dispatch and Lockup Services Contract and authorize the City Administrator to sign the contract.

Attachment

RECEIVED

APR 25 2023

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

GROSSE POINTE SHORES – GROSSE POINTE WOODS CONSOLIDATED DISPATCH AND LOCKUP SERVICES CONTRACT

THIS CONSOLIDATED DISPATCH AND LOCKUP SERVICES CONTRACT is entered into between The Village of Grosse Pointe Shores, a Michigan city (hereinafter “GPS”), and the City of Grosse Pointe Woods (hereinafter “GPW”) on this ____ day of _____ 2023 (hereinafter “Contract”).

WHEREAS, GPS and GPW have previously entered into a Mutual Aid Agreement and an Automatic Aid Agreement to provide mutual assistance for the purpose of providing police, fire, and emergency medical services to the citizens of GPS and GPW, and

WHEREAS, since entering into the Mutual Aid Agreement, the Public Safety Departments of the respective municipalities have effectively coordinated fire and emergency medical services. However, separately dispatching emergency and non-emergency calls for each municipality requires duplication of effort and results in higher costs for personnel and equipment, and

WHEREAS, the responses to police, fire, and medical emergencies through a consolidated dispatch provides efficient dispatch services with reduced costs to the citizens of each municipality without reducing emergency response times, and

WHEREAS, GPS and GPW have determined that it is in the best interests of the citizens of both municipalities for the police, fire, and emergency medical dispatch services to be consolidated, with service initiated from GPW;

NOW, THEREFORE, in consideration of the foregoing recitals, each of which is hereby incorporated into this Contract as if set forth herein in its entirety, GPS and GPW hereby agree as follows:

DISPATCH SERVICES

1. **Consolidation of Dispatch Services:** Through its Dispatch Center (the “Dispatch Center”), GPW will process all requests for police, fire, and emergency medical calls for service and all other related service and notification requests (hereinafter “Dispatch Services”.) GPW will provide communications with dispatched units by providing Law Enforcement Information Network (LEIN) and National Crime Information Center (NCIC) information via radio. GPW agrees to turn over to GPS all information and documents, whether contained on paper or electronic format, necessary for the efficient delivery of service required in this Contract. GPW will support the provision of the Dispatch Services for both GPS and GPW to the extent that funding is available, budgeted and appropriated by the GPW City Council, as follows:

a. **Staffing:** The Dispatch Center will staff the position of Dispatcher/Clerk twenty-four (24) hours a day, seven (7) days a week, 365 days a year with a combination of full-time and/or part-time personnel. All personnel will be GPW employees.

b. **Operations:** The Dispatch Center shall be equipped with a stand-alone and/or electronically dedicated non-emergency phone for GPS non-emergency calls to the Dispatch

Center. This GPS non-emergency line shall be answered, “*Grosse Pointe Shores Police and Fire.*” If and when a second call is received simultaneously from GPS, the second call can, if necessary, be routed into the regular non-emergency GPW dispatch lines, to be answered “*Grosse Pointe Woods/Shores Police*”. All administrative calls to GPS will be routed through the GPS phone tree and will not be transferred through the dispatch center in GPW.

c. **Warrants:** GPW Dispatch Personnel will manage the GPS criminal warrants. This process will include the entering, verifying, confirming and recalling of warrants. GPS personnel will transport all physical warrants to GPW and provide any and all transportation for warrant paperwork to and from the Dispatch Center.

2. **Costs of Operating the Dispatch Center:** The annual cost attributable to GPS and paid to GPW for the operation of the Dispatch Center and lock up services for the first year of this Contract shall be \$88,900.00, beginning on July 1, 2023 and ending on June 30, 2026. The annual cost increase shall be 3.0%, effective each July 1, beginning July 1, 2024, and thereafter on July 1, 2025. The payments will be billed quarterly. In addition, there is a one-time payment due from GPS to GPW in the amount of \$9,860.50 to be paid when invoiced.

GPS shall make payments in four (4) equal quarterly payments in arrears, commencing on the first day of each quarter which will begin July 1, 2023, and proceed on a July 1 - June 30 fiscal year basis. At least ninety (90) days prior to the conclusion of each one (1) year period of this Contract, the City Managers of GPS and GPW, or their designees, shall meet to review the actual operational costs for the previous year to evaluate the past and future annual costs of the contractual services.

Based on Collective Bargaining Agreement increases for GPW personnel, the annual cost increase for each year of a term shall be 3.0%. In the event that either party terminates this Contract in accordance with paragraph 20 below, the final quarterly payment will be calculated on a pro-rated daily basis.

3. **GPW Dispatchers:** GPS Public Safety Department shall have an active and supportive role in the selection and hiring of future GPW dispatchers. In addition, GPS and GPW will have collective responsibility in the resolution of citizen, officer, or administrative complaints regarding dispatch services relating to GPS matters. GPW and GPS shall each designate one (1) command officer to monitor day to day operations. With input from both Public Safety Directors, the final resolution of any conflict, complaint, or hiring decision shall rest with GPW.

4. **Effective Date:** April 1, 2023.

5. **Term:** The term of this Contract shall be for three years, beginning July 1, 2023 through June 30, 2026.

6. **Emergency Calls:** All calls for GPS police, fire, and emergency medical services and other related service requests that are received by the GPW Dispatch Center shall be promptly dispatched to GPS on Channel #1 according to established procedures. GPS civilian clerks shall be responsible for contacting off-duty GPS DPW employees for emergency city services.

7. **Radio Frequencies:** All radio communications between and among the Dispatch Center and

dispatched units responding to police, fire, and emergency medical services and other related service requests will be conducted on Channel #1 series zone and talk groups. Additional talk groups may become necessary based upon operational needs established through protocols similar to the Grosse Pointe/Harper Woods Radio System. GPW shall notify GPS as soon as practical of any significant changes in its radio system due to regulation changes, system enhancements, or interoperability capabilities.

8. **Mobile Data Computers:** GPW and GPS shall each be responsible for the purchase and maintenance of the mobile data computers to serve their respective police, fire, and emergency medical units. GPW will be responsible for network availability and maintenance through its IT Department. GPW will assume 2/3 of any cost upgrades and GPS shall be responsible for 1/3 of the total costs. All equipment must be compatible with the CLEMIS system.

9. **Courts and Law Enforcement Management Information System (CLEMIS):** GPW and GPS shall be responsible for upgrades and maintenance of their respective CLEMIS systems.

10. **Geographic Information System:** GPS will provide an annual update of its Geographic Information System data file (the "GIS Data File") to GPW no later than the beginning of each new one (1) year period of this Contract. No update will be required if there are no changes to the GIS Data File provided for the previous year; rather, GPS will provide written notice to GPW of the same no later than the beginning of the new one (1) year period.

11. **Lockup Services:** Lock up services may include, but not be limited to:

- a) Detention of persons awaiting processing, booking, court appearances, or transportation to the jail for a period not to exceed 48 hours.
- b) Providing meals to detainees in the lockup in accordance with GPW Department of Public Safety rules and regulations.
- c) Providing conditions of detention in accordance with GPW rules and regulations.
- d) Testifying in court at depositions or any required criminal or any required administrative hearing.
- e) Releasing detained persons pursuant to GPW/GPS Public Safety policies and procedures.
- f) Taking, processing and securing bonds amounts from detained persons
- g) Providing other lockup services as agreed to by the parties.

12. **Searching, Lodging and Release of Prisoners and Detainees:** When GPS desires to have a prisoner detained, the GPS officer shall notify GPW by phone or radio that it is transporting a processed prisoner to its facility. The GPS officer will then turn the subject over to the GPW intake officer with all booking, intake and property forms completed as requested by the GPW officer in charge. The GPS officer transporting the subject shall conduct a thorough and arrest-appropriate search of the subject prior to turning the subject over to GPW. GPW may conduct its own search of the subject prior to accepting the subject for lodging. OWI prisoners with a BAL over .30% shall be conveyed to the closest appropriate hospital for observation/treatment by the department of the arresting officer(s). Any blood draws related to OWI or OUID shall be completed by GPS personnel prior to lodging in GPW. GPS OWI prisoners shall have reached a .03% BAL by PBT prior to being considered for release. GPW will house GPS prisoners only after they have been processed and thoroughly searched by GPS Public Safety personnel at the GPS facility unless otherwise stipulated. A GPS prisoner once accepted and lodged in GPW shall remain in the GPW lock-up until the prisoner is released from custody. GPW shall be responsible for securing and the feeding of the GPS detainees.

GPS will be responsible for the costs of feeding its prisoners while housed in GPW. The cost of feeding GPS prisoners shall be included in the annual contract amount paid to GPW.

a. **Bonds:** GPW Public Safety personnel shall accept bonds for lodged GPS prisoners on GPS-provided bond receipts. The bond amounts, bond receipts, prisoner property logs and any related GPW reports shall be stored in a secure GPW location until physically picked up by GPS officers. The GPW Municipal Court will not be required to process any bonds for GPS. When releasing GPS prisoners who cannot provide total bond amounts, GPW shall contact the on-duty GPS supervisor to seek approval for bond reductions or personal bonds.

b. **Refusal of Subjects:** GPW reserves the right to refuse admittance to its lockup of any prisoner who is deemed unacceptable for housing in GPW lockup for any reason in the opinion of GPW officer-in-charge (or his/her designee), including but not limited to refusal of admittance to any subject suffering from mental illness or from a medical condition that threatens the security or the efficient operation of GPW lockup. GPS will insure that all GPS prisoners needing medical attention are treated at a medical facility before lodged at GPW.

c. **Transportation:** GPS shall be responsible for transportation of its detainees lodged in the GPW lockup to court hearings, county jail or other facilities as required. GPS shall have access to the GPW video arraignment system within the lock-up. All prisoner property that is not accepted by the county jail or other facility, shall be retained in GPS until final release of the prisoner.

d. **Administrative Paperwork:** GPW personnel shall process the administrative paperwork, secure the bond and release those bondable GPS prisoners directly from the GPW facility. Bonds, bond receipts and prisoner property forms shall be forwarded to GPS after release in an accounting practice acceptable to both GPS and GPW. GPS prisoner property shall be sealed in a clear bag, identified with the prisoner's complete information and remain with the prisoner in GPW until the prisoner is released from custody. The property contained in the bag shall be entered on a GPS prisoner property sheet which will remain with the prisoner until release. GPS shall be responsible for the retention of any GPS prisoner property from a prisoner that is lodged in any county or other facility where upon intake their property is not accepted.

13. **Medical Services Detainees:** GPS shall be responsible for the costs of medical services provided to any of its detainees under this Contract for the full duration of detention. If any GPS detainee accepted by GPW for lockup services necessitates medical care or treatment, GPW or its contracted medic personnel shall evaluate the patient and make the necessary determination of whether to provide medical care and/or transport the patient to a medical facility. In all cases, GPW or its contracted medical services, shall, if required, transport the patient to the closest appropriate facility, in accordance with GPW contractual medical services agreement. GPS shall provide officers to guard the detainee while in custody and throughout their treatment at the medical facility.

14. **Oversight Committee:** An oversight committee (the "Oversight Committee") will be created that will be composed of the GPS and GPW Public Safety Directors or their designee(s). The Oversight Committee will meet quarterly, if needed, to address policies, procedures and protocols relating to the services covered in this Contract and to assess the efficiency and reliability of the Consolidated Dispatch Services. The Oversight Committee will research policies, procedures or protocols for the Dispatch Center and will make recommendations to their respective City Managers for consideration and implementation. The Oversight Committee shall investigate all complaints related to the delivery of Dispatch Services. Complaints related to Dispatch Services may have a GPW dispatcher assigned to assist in the investigation. Cancellation of a

scheduled meeting will require the consent of the Public Safety Directors. GPS and GPW will have collective responsibility in the resolution of citizen, officer or administrative complaints regarding lock up services related to GPS detainees. GPW dispatch procedures will be followed by all employees in the Dispatch Center.

15. **Indemnification:** Except for damage or injury resulting from the negligent or intentional acts of GPS or its agents or employees, GPW hereby agrees to indemnify, defend and hold GPS harmless from any and all claims or assertions of injury or damage to person or property of every kind and nature arising from the services provided by GPW pursuant to this agreement. Except for damage or injury resulting from the negligent or intentional acts of GPW or its agents or employees, GPS hereby agrees to indemnify, defend and hold GPW harmless from any and all claims or assertions of injury or damage to person or property of every kind and nature arising from the services provided pursuant to this agreement.

16. **Independent Contractor:** GPW shall provide the Lockup Services to GPS as an independent contractor. GPW shall be responsible for procuring its own workers' compensation and other insurances covering its operations pursuant to this Contract, and shall be responsible for its own income tax, social security, and other withholdings, and for compensation or benefits provided to GPW employees involved in providing the Dispatch and Lockup Services. At no time shall any GPW employee involved in providing services be considered or claimed to be an employee or agent of GPS.

17. **Insurance:** Prior to the Effective Date, GPW and GPS shall a) have their respective insurers name the other party as an additional insured under their respective liability, automobile, workers compensation and other applicable policies of insurance, and b) each provide the other party with a copy of the insurer certificates naming the other party as an additional insured.

18. **Mutual Aid Agreements:** Nothing in this Contract shall be construed to in any way amend, alter, modify or in any other way impact the Mutual Aid Agreement, Automatic Aid Agreement or any other mutual aid/assistance agreement to which either GPW or GPS are parties or any other rules, regulations, or practices regarding a multi-jurisdictional incident response.

19. **No Third Party Beneficiaries:** The sole and exclusive purpose of this Contract is to provide Dispatch and Lockup Services as between GPW and GPS. This Agreement is not intended to, and does not create any special or other duty, obligation, promise, benefit or right to services not herein described in favor or for the benefit of any person, entity, or organization that is not a party to this Contract.

20. **Termination:** Unless there is a breach of contract, neither party may terminate this Contract during the three-year term.

21. **Modifications:** All modifications, amendments and/or changes to this Contract shall be in writing and signed on behalf of both parties.

22. **Governing Law and Venue:** This Contract and any dispute hereunder shall be governed by the Laws of the State of Michigan.

23. **Dispute Resolution:** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

24. **Integration:** If any provision of this Contract is deemed by the arbitrator(s) or a court of competent jurisdiction upon entering judgment on the award entered by the arbitrator(s), to be invalid, or if such provision is otherwise invalid because it is in violation of applicable local, state or federal law or regulations, such invalidity shall not affect the enforceability of the remainder of the provisions of this Contract.

25. **Miscellaneous:** Headings and captions are provided in this Contract for ease of reference only and shall not be used to construe or interpret any provision of this Contract.

26. **Counterparts:** This Contract may be executed in one or more counterparts, each of which shall be deemed an original; but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Contract to be duly executed, intending to be bound thereby.

CITY OF GROSSE POINTE WOODS

BY:
ITS:
DATE:

**THE VILLAGE OF GROSSE POINTE SHORES,
A MICHIGAN CITY**

BY:
ITS:
DATE:

DEBRA A. WALLING
dwalling@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

TO: Frank Schulte, City Administrator

FROM: Debra Walling, City Attorney

RE: Pendy’s Restaurant Group, LLC – Request for Class C Liquor License Transfer, 20930 Mack Ave., Grosse Pointe Woods

DATE: April 28, 2023

In accordance with Chapter 4, Article II, Section 4-24(4) of the City Code, I have reviewed the application submitted by Pendy’s Restaurant Group, LLC for transfer of a Class C Liquor License. The proposed transfer of the Class C Liquor License is from the same location at 20930 Mack Ave.

Sec. 4-24 of the City Code guides the application and review procedures. An extensive and thorough process has been ongoing for the past several weeks. At your request, City departments have carefully considered all of the review factors set forth in Sec. 4-24(6). There have been no concerns identified with the applicant or the application. Therefore, a recommendation for approval of the requested transfer is appropriate.

As we have discussed, Class C and Tavern liquor licenses are important for the City’s economic development. State law has changed in recent years such that the Michigan Liquor Control Commission (“MLCC”) can approve transfers of quota liquor licenses in and out of communities. In order to restrict those transfers, some communities have required applicants to sign an agreement that requires prior approval of the legislative body before the transfer of a quota liquor license can occur. I drafted such an agreement for consideration pertaining to this transfer, because it involves one of the City’s quota liquor licenses. If the City Council is inclined to recommend the transfer request of Pendy’s Restaurant Group, LLC to the MLCC, I recommend that the City Council condition its approval of that recommendation upon the requirement that the applicant executes the attached agreement. I further recommend that the City Council’s approval be conditioned upon the applicant’s compliance with all federal, state, and local laws, including, but not limited to, obtaining a certificate of occupancy prior to opening for business.

Respectfully submitted,

Debra A. Walling

Debra A. Walling
City Attorney

**AGREEMENT RESTRICTING CERTAIN TRANSFER
OF CLASS C LIQUOR LICENSE**

City of Grosse Pointe Woods, Michigan

This Agreement is made and entered into this _____ day of _____, 2023, by and between PENDY’S RESTAURANT GROUP, LLC, a Michigan limited liability company (the “Applicant”), and THE CITY OF GROSSE POINTE WOODS, a Michigan municipal corporation (the “City”).

RECITALS

A. The Applicant has requested that the City recommend to the Liquor Control Commission (the “MLCC”) approval of the transfer of a Class C liquor license (“Quota License”) from the City’s quota of such licenses for use at 20930 Mack Avenue, Grosse Pointe Woods, Michigan 48236; and

B. As of the date of this Agreement, the City has only two (2) Quota Licenses available for possible issuance; and

C. The City’s ability to encourage economic development and business growth within the City is enhanced by the City’s ability to award Quota Licenses; and

D. The City’s ability to encourage economic development and business growth within the City may be undermined if current liquor licensees are able to transfer the location of the quota license to a location outside the boundaries of the City; and

E. The City has determined that it is critical to accomplish its goals for the remaining Quota Licenses to remain in the City; and

F. Under Section 501 of the Michigan Liquor Control Code of 1998 (MCL 436.1531) is it is within the City’s discretion to approve the issuance of a Quota License and the City is not required to issue a minimum number of Quota Licenses; and

G. Based on the above, the City has decided that it will not recommend the transfer of the Quota License to the Applicant unless the Applicant is willing to abide by the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

1. The Recitals above are incorporated herein by reference and expressly agreed to and made a part of this Agreement for all purposes.

2. The City will, in reliance upon the Applicant's agreement herein, recommend to the MLCC approval of the transfer of the Quota License to be utilized at 20930 Mack Avenue, Grosse Pointe Woods, Michigan 48236.

3. The Applicant agrees that if for any reason, except for fire or acts of God, it should discontinue the use and operation of the transferred Quota License for a period in excess of ninety (90) consecutive days without the prior written consent of the City, then, and in that event, the Applicant shall return the transferred Quota License to the MLCC and shall request that its rights to the license be terminated and that the license not be placed or continued in escrow, but instead be returned to the City to be added to its available licenses under the quota provisions of Section 531 of the Michigan Liquor Control Code of 1998 (MCL 436.1531).

4. Nothing in this Agreement shall prohibit the Applicant from selling, assigning, or transferring its interest in the license and/or business, nor from transferring the location of said license within the boundaries of the City, subject to the prior approval of the City.

5. Prior to the Applicant transferring, selling or assigning its interest in the transferred Quota License and/or business to another person or entity, the Applicant shall present to the City for approval a new agreement incorporating the same terms and conditions of this Agreement,

fully executed by the proposed transferee, purchaser or assignee, verifying that the transferee, purchaser or assignee agrees to abide by the terms of this Agreement.

6. The City and the Applicant acknowledge that this Agreement and the covenants and obligations herein are unique, and in the event of default by the Applicant, the City would not be able to be adequately compensated in damages. It is, therefore, agreed that in the event of a default by the Applicant hereunder, the City shall have the right to enforce the terms and provisions hereof by an action for specific performance, and if the City prevails in such action, it shall be entitled to recover its costs and attorney fees.

7. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Michigan, without regard to its conflicts of law principles, or any principles that may require the application of the laws of any other jurisdiction.

8. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality or unenforceability shall not affect the enforceability of any other provision of this Agreement. This Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it. The remainder of the Agreement shall remain in full force and effect.

9. No waiver, alteration, amendment or modification of any provision of this Agreement shall be binding unless in writing and signed by the parties hereto. The fact that one of the parties to this Agreement may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such party.

10. It is the intention of the parties that this Agreement is not made for the benefit of any private third party.

11. This Agreement shall be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

12. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, superseding any prior oral or written agreements or understandings.

13. The parties acknowledge that they have not been induced to enter into this Agreement by any representation or statements, oral or written, not expressly contained herein or expressly incorporated by reference herein.

14. The parties represent that they have the authority to execute this Agreement on behalf of their respective entities and to bind their respective entities to all the terms contained herein.

15. A delay in enforcement of any provisions of this Agreement shall not be construed as a waiver or estoppel of the City's right to eventually enforce, or take action to enforce, the terms of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

PENDY'S RESTAURANT GROUP, LLC

By:
Its:

By:
Its:

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing Agreement was acknowledged before me by _____ and _____
on behalf of Pendency's Restaurant Group, LLC, on the _____ day of _____, 2023.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

CITY OF GROSSE POINTE WOODS

By: Arthur W. Bryant
Its: Mayor

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing Agreement was acknowledged before me by Arthur W. Bryant, Mayor, on
behalf of the City of Grosse Pointe Woods, on the _____ day of _____, 2023.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____



CITY OF GROSSE POINTE WOODS
MEMORANDUM

DATE: April 4, 2023

TO: Mayor and City Council

FROM: Frank Schulte

**SUBJECT: Class C liquor license transfer for Pendency's Restaurant Group, LLC
(20930 Mack Avenue)**

A thorough background investigation has been completed by Public Safety and the Building Department regarding granting a transfer of ownership of a Class C Liquor License, issuance of a new SDM License, and new permit for Sunday AM sales to Pendency's Restaurant Group, LLC, d/b/a Pendency's Grosse Pointe, 20930 Mack Avenue, Grosse Pointe Woods, MI. The transfer will include a Class C Liquor license with Sunday PM Sales and Outdoor Service Area Permits from 20930 Mack Avenue, Inc., located at 20930-20934 Mack Avenue, Grosse Pointe Woods, MI.

It is my recommendation to City Council to approve the transfer of ownership of a Class C Liquor License with Sunday PM Sales and Outdoor Service Area Permits from 20930 Mack Avenue, Inc., located at 20930-20934 Mack Avenue, Grosse Pointe Woods, MI, issuance of a new SDM License, and new permit for Sunday AM sales to Pendency's Restaurant Group, LLC, d/b/a Pendency's Grosse Pointe, 20930 Mack Avenue, Grosse Pointe Woods, MI.

Recommended for Approval:

Frank Schulte, City Administrator



Memorandum

TO: Frank Schulte, City Manager
Paul Antolin, City Clerk

FROM: Michael Boettcher, AICP

SUBJECT: **Pendy’s Review and Next Steps**

DATE: April 28, 2023

Pendy’s Restaurant Group, LLC is proposing a \$600,000 - \$1.0M investment to replace Trattoria Serventi at 20930 Mack Avenue with a contemporary restaurant serving similar fare to Serventi, to be operated as Pendy’s Grosse Pointe. The owners will renovate the interior and are requesting to transfer both a Class C and Specially Designated Merchant (SDM) liquor license from the existing Trattoria Serventi.

As a “tavern” land use in a C Commercial Business zoning district, per Section 50-4.20 of the Zoning Ordinance, the project requires special land use approval, including public hearings at the Planning Commission and City Council. The remodeling of the building also triggers site plan review.

Outlined below are the steps related to those functions, as well as review comments regarding the requested transfer of liquor licenses.

LIQUOR LICENSE

This request is to transfer the Class C (sale of beer, wine, and spirits for consumption on the premises) and SDM License (sale of beer and wine only, for consumption off the premises) currently in use by Trattoria Serventi. The requested transferred license will include Sunday Sales (AM) and Sunday Sales (PM) permits.

We have reviewed the application for compliance with the requirements of Chapter 4, ALCOHOLIC LIQUORS and Chapter 50, ZONING, of the City Code of Ordinances. Based on our review of the submittal, we offer the following comments for your consideration:

Any liquor license application must meet the standards of Section 4-24. Application and review procedures. Additional restrictions are found in Section 4-30 as well, to ensure that the applicant not only can legally hold such a license, but also to ensure that the restaurant being granted a license is a full-service sit-down restaurant with a full menu and not a carry-out or fast-food restaurant. Full service, sit-down restaurants contribute more to the vitality of the business district than fast food restaurants because they encourage patrons to stay in the area longer and visit other businesses either before or after dinner.

LIQUOR LICENSE REVIEW COMMENTS

Please note that this section is the most complete, as we have received and reviewed the liquor license applications and are responding here to the requirements those prompt, but the special land use and site plan review sections further below describe processes that have not yet begun and may be modified or ultimately may not be necessary.

Section 4-24 (1) *Site location, design, operational and implementation information*



- a) *A location map of the property where the license is to be located shall be provided. The map shall show the relationship of the proposed licensed facility to surrounding property and uses and any church or school building within 500 feet from the proposed facility.*

A map was not submitted. Our search found no schools or churches within 500 feet of the proposed restaurant though. The subject site is located in a C Commercial Business zoning district. Per Section 50-4.20, a “Tavern” use such as Pendy’s will require special land use approval.

- b) *A site plan showing the location of the building on the lot where the proposed licensed facility is to be operated, the architectural design and building elevations, and other pertinent physical features of the proposed building.*

Such site plans and elevations have not been submitted.

- c) *The floor plans, seating arrangements, interior design, and the type of furniture and fixtures to be used in the proposed restaurant facilities.*

A floor plan from Andiamo Trattoria, the previous tenant at this site was submitted with the license application. Drawings and specifications for furniture and fixtures have not been submitted. Any proposed changes will be reviewed for compliance with the City’s codes and ordinances.

- d) *If the building is already constructed, then, in addition to the above items, the applicant shall furnish proposed renovation plans for the interior of the premises or any proposed exterior building alterations.*

The application includes an estimated cost of renovation in the range of \$600,000 to \$1 million, though no plans for interior or exterior building alterations or improvements were provided.

- e) *A statement as to when the applicant intends to commence construction or renovation of the proposed building or facility and when the applicant expects to complete such construction.*

No such statement was provided.

- f) *A statement as to the proposed hours of operation, menu, staff and culinary facilities and capabilities.*

The proposed hours of operation at Pendy’s are Thursday from 11:00 am to 9:00 pm, and Friday through Sunday from 11:00 am to 10:00 pm. It will hire 15 full-time and 25 part-time employees. A menu is included with the application.

- g) *Submittal by the applicant of a proposed restaurant improvement plan and ongoing development goals to maintain quality service should a license be approved.*

Planning staff will defer to others who can review and comment on this aspect of the application.

Section 4-24 (6) also contains several items germane to the Planning and Zoning functions. We will respond to those items below here. Any subsections not listed are items on which we have no comment.

- a) *The appropriate relationship between buildings and land uses.*

There is an existing appropriate relationship between buildings and land uses along this portion of the Mack Avenue corridor, which the transfer of the requested liquor licenses will not change.



b) *Total number of similar licenses in the city.*

The City of Grosse Pointe Woods has ten active Class C licenses, including the one currently in use by Trattoria Serventi that the applicant wishes to transfer. One additional applicant is currently seeking a new, 11th Class C license at 19850 Mack Avenue. Eleven is the maximum number of Class C licenses allowed in Grosse Pointe Woods.

c) *Input from residents and surrounding business owners.*

We have received no input as of this review. Notification will be sent to property owners within 300 feet of the subject site for public comment in advance of a public hearing.

d) *Impact of the establishment on surrounding businesses and neighborhoods.*

Impact is anticipated to be minimal on surrounding businesses and neighborhoods. Continuing a similar business to what had previously occupied the site will help improve the attractiveness of the city though.

e) *Pedestrian and vehicular movement.*

Existing street and sidewalk infrastructure is sufficient to accommodate the additional traffic this proposed restaurant creates.

f) *Parking availability.*

There is a municipal parking lot directly behind the subject site with approximately 30 metered spaces available, plus an additional municipal lot with 14 spaces across Hampton Road to the north. These spaces plus nearby street parking will accommodate much of the parking demand the restaurant generates. The exact number of required spaces must be determined however, based on the final square footage of the restaurant plus peak staff employment and delivery information.

h) *Substantial renovation of existing buildings.*

Trattoria Serventi currently occupies the subject structure. If substantial renovation is planned, plans and drawings have not been submitted.

i) *Concentration of drinking establishments and impact on policing requirements.*

There is no concentration of drinking establishments near the subject site. Only one other Class C-licensed restaurant sits within 1,000 feet: Telly's Place at 20791 Mack Avenue to the south.

n) *Diversification of the type of commercial activity in a given area or block.*

The Mack Avenue corridor contains a diverse mix of retail, service, and food-related businesses, which this proposed business will reinforce.

p) *Type or character of the establishment, e.g., full-service restaurant, "bar only" or hotel.*

Pendy's will be a full-service restaurant.



- v) *The effect that the proposed establishment would have in contributing to the economic stability or revitalization of areas with the city.*

Retaining a restaurant presence at this location will help maintain the economic stability of the city.

From a planning perspective, we have no objection to the proposed restaurant's requested licenses. In our review though, we noticed that this address falls within 500 feet of Merchant's Fine Wine & Spirits, which would prohibit an SDM license. Perhaps the presence of an active SDM license issued at the subject address can serve as precedent and allow for the transfer. That will need to be determined. We recommend the Zoning Ordinance be amended to eliminate the 11 Class C liquor license limit.

SPECIAL LAND USE

Taverns such as Pendency's are treated as special land uses within the C Commercial Business Zoning District. Per Zoning Ordinance Section 50-6.2, the owner or owner's agent must first file an application with the City. McKenna, as your administrative official would review the application and accompanying documentation. The Planning Commission then holds a public hearing and recommends action to City Council regarding approval or denial of the application.

Restaurants serving alcohol require special land use approval. Perhaps this process could be waived though, as the proposed use is virtually identical to what's there currently and Class C and SDM liquor licenses exist today at that address. If the City has a precedent of waiving such requirements for on-site liquor license transfers, this proposal fits those criteria.

SITE PLAN REVIEW

Per Zoning Ordinance Section 50-6.1, site plan review is required for remodeling of existing commercial structures within the city, and if the site plan involves requests for special land uses or variances, it may be subject to review by the City Council or Zoning Board of Appeals as well. The required contents of site plans to be reviewed are listed under 50-6.1 (G).

This definitely involves a special land use and given the proximity of the SDM license at nearby Merchant's Fine Wine & Spirits, would require a dimensional variance as well. Again though, as the proposed use as well as both the SDM and Class C liquor licenses exist on the site already, perhaps the city would entertain a waiver of these requirements.

Should site plan review be required, as with special land use requests, the owner or owner's agent would meet with the building official to discuss the project. The building official has the discretion to determine the project major or minor, based on its complexity. If found to be minor, the building official may require the completion of a partial application including information determined by the building official. The building official would then furnish a written report and recommendation to the Planning Commission. Should further review be required by the City Council or Zoning Board of Appeals, the Planning Commission would recommend approval, approval with conditions or denial to the appropriate body or bodies.



**CITY OF GROSSE POINTE WOODS
DEPARTMENT OF PUBLIC SAFETY**

Date: April 3, 2023

To: Frank Schulte, City Administrator

From: John G. Kosanke, Director of Public Safety

John G. Kosanke
Subject: Pendency, 20934 Mack Avenue

This memo is to inform you that the Grosse Pointe Woods Detective Bureau conducted a thorough background investigation of the co-owners of Pendency. The background was done on David Michael Pendency and Susan Marie Pendency. The background investigation found nothing to preclude the co-owners of obtaining a Class C Liquor License.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

April 13, 2023

Licensee / Applicant Name: PENDY'S RESTAURANT GROUP LLC
Request ID: 2302-01840

Please return a copy of this notice with the forms and/or documents

NOTICE:

The Liquor Control lobby is currently closed. See below for document submission and fee payments.

It is important that you read the attached order in its entirety. The order contains provisions that you must follow in order to comply with the Liquor Control Code and administrative rules. Failure to comply with this order may result in your business being cited for violations that will have financial penalties and could cause your license to be suspended or revoked.

Completion of your request is subject to receipt of all forms, documents, and/or fees outlined in the order, which will be contained in Section A of the order and listed below:

1. The existing license and any separate permit documents shall be submitted to the Commission before or at the time of the issuance of the conditional license, to remain in escrow under administrative rule R 436.1107 until one of the expiration factors is reached under MCL 436.1525(9).
2. Form LCC-108 (Request to Place License in Escrow).
3. Acceptable, executed lease agreement with a specific commencement date.

FORM QUICK LINKS: [LC-95](#) [LCC-107](#) [LCC-108](#) [LCC-301](#) [Credit Card Authorization](#)

Forms, Documents, and fees - You must submit all items as ordered, otherwise the license cannot be issued. Forms are available on our website at www.michigan.gov/lcc. To submit the forms, documents, and/or fees required in the approval order, you may submit them one of the following ways:

Documentation submission only (no fees):

Email: MLCCLicensingUnit4@michigan.gov

Fax: 517-763-0059

Mail: P.O. Box 30005, Lansing, MI 48909

In person: **LOBBY IS CURRENTLY CLOSED - PLEASE SUBMIT DOCUMENTS VIA EMAIL, FAX OR MAIL.**

Additional SDD and Sunday Sales Permit (P.M.) fees may be required once the final purchase data for 2020 has been calculated for the seller pursuant to MCL 436.1525(1)(k). If additional fees are required, you will receive a separate letter requesting the fees in late February.

Final Inspection - If a final inspection is required, please notify the Enforcement Division via the email address below when you are ready for an inspection of your establishment.

LARA-MLCC-EnforcementFinalInspectionRequests@michigan.gov.

Electronic Funds Transfer (EFT) Authorization Form/ Spirit Ordering Requirements (spirit ordering licensees only) – This form is not sent to the licensing division as part of the closing packet, please submit as directed below. Effective November 1, 2021, Electronic Funds Transfer (EFT) will be the only method of payment accepted for spirit purchases made by liquor licensees. Please allow for a minimum of 3 business days for your EFT account to be authorized. You may submit this form in one of the following ways to the MLCC Finance Division:

EFT Form: <https://www.michigan.gov/lara/-/media/Project/Websites/lara/lcc/Finance-Division-Forms/Electronic-Fund-Transfer-EFT-Authorization-for-Spirits-Purchases-by-Liquor-Licensee.pdf>

Email: LARA-MLCC-EFT-Requests@michigan.gov

Fax: 517-763-0061 or 517-763-0062

Mail: MLCC – Finance Division P.O. Box 30005, Lansing, MI 48909

Questions related to completing and submitting the EFT authorization forms, please call 517-284-6260. **To verify that your EFT is set up, please contact your bank (DO NOT call the MLCC for verification).**

Denials/Appeals - You may appeal any provision contained in the order within 20 days from the date of the mailing of the order pursuant to administrative rule R 436.1925. This appeal must be made in writing and sent to the attention of the **Hearings & Appeals Division** at the address listed below or by email at MLCChearingsappeals@michigan.gov.

If your application is a transfer of ownership of a liquor license from another licensee to you and the transfer is not completed before the next annual license renewal deadline that occurs on April 30 every year, the seller must renew the license on or before April 30 or it will be terminated. This applies whether the seller's license is active or has been placed into escrow and for applications where you may have already been issued a conditional license.

Server Training/age verification systems- If the Commission has ordered the licensee/applicant to provide Server Training Certification or Age Verification Systems, please provide this information via email to our Server Training Coordinator at MLCCServerTraining@michigan.gov . Should you have questions regarding Server Training Certification or Age Verification Systems please contact the Server Training Coordinator via email or by phone at 517-284-6348.



STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LIQUOR CONTROL COMMISSION

* * * * *

In the matter of the request of)	
PENDY’S RESTAURANT GROUP, LLC)	
20930-20934 Mack Ave.)	Request ID No. 2302-01840
Grosse Pointe Woods, MI 48236-1315)	
)	
<u>Wayne County</u>)	

At the April 11, 2023 meeting of the Michigan Liquor Control Commission in Lansing, Michigan.

PRESENT: Pat Gagliardi, Chair
Dennis Olshove, Commissioner
Kristin Beltzer, Commissioner

CONDITIONAL LICENSE APPROVAL ORDER

Pendy’s Restaurant Group, LLC (“applicant”) has filed an application for a conditional license under MCL 436.1525(6), as well as for transfer of ownership from 20930 Mack Avenue, Inc. The location at the above noted address is the same location as the existing license.

The Commission finds that 20930 Mack Avenue, Inc. is the holder of a 2022 Class C license with Sunday Sales Permit (P.M.) held in conjunction with the Class C license and Outdoor Service (1 Area) issued by the Commission. The license, permits, and approvals held by the existing licensee will be reviewed and considered under the conditional license application.

The requirements for a conditional license are the filing of a completed application as defined in MCL 436.1525(13) for both a conditional license and the transfer of an existing license, an acceptable proof of financial responsibility as required by MCL

436.1803, an executed property document as required by MCL 436.1525(6), paying the \$300 fee as required by MCL 436.1525(1)(cc), and Commission review and consideration of the arrest and conviction records or previous violation history in the management, operation, or ownership of a licensed business as required under MCL 436.1525(6).

The Commission shall also consider all the factors contained in administrative rule R 436.1105, as well as the criteria established in MCL 436.1525(6), in determining whether or not to issue any license, including a conditional license, to the applicant. The Commission finds that it has considered all of these provisions in its review of this request.

Further, the Commission finds that any new requests pending with the transfer application will not be reviewed and considered at this time under the conditional license application pursuant to MCL 436.1525(6). New requests will be processed with the transfer application.

Article IV, Section 40, of the Michigan Constitution (1963), permits the legislature to establish a Liquor Control Commission, which shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. MCL 436.1201(2) provides the Commission with the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the manufacture, importation, possession, transportation and sale thereof.

After reviewing the file and discussion of the issues at the meeting, the Commission finds that all the requirements have been met and this request should be approved.

THEREFORE, IT IS ORDERED that:

- A. Approval and completion of this request is subject to receipt of the following:
1. The existing license and any separate permit documents shall be submitted to the Commission before or at the time of the issuance of the conditional license, to remain in escrow under administrative rule R 436.1107 until one of the expiration factors is reached under MCL 436.1525(9).
 2. Form LCC-108 (Request to Place License in Escrow).

3. Acceptable, executed lease agreement with a specific commencement date.

B. The applicant's request for a conditional Class C license under the provisions of MCL 436.1525(6) is APPROVED subject to the following:

1. The existing escrowed license held by 20930 Mack Avenue, Inc. must be renewed by April 30 if the applicant's application to transfer the license is not completed by that date. Failure to renew the escrowed license will result in the expiration of the conditional license and the applicant will be required to cease the sale of alcoholic liquor.

2. The conditional license is non-transferable and nonrenewable.

3. The conditional license shall expire under one of the following expiration factors, whichever occurs first, pursuant to MCL 436.1525(9):

a. One (1) year after the date the conditional license was issued, notwithstanding any suspension of the conditional license by the Commission.

b. The Commission issues the license for which the applicant submitted the license application that serves as the basis of the conditional license.

c. After all administrative remedies before the Commission have been exhausted when the Commission issues an order of denial of the license application that serves as the basis for the conditional license.

d. When the licensee or conditional licensee notifies the Commission in writing that the initial or conditional application should be cancelled.

4. The conditional licensee shall provide documentary proof to the Commission to demonstrate that, at a minimum, supervisory personnel on each shift and during all hours in which alcoholic liquor is served have successfully completed a server training program approved by the Commission as required under MCL 436.1501(1), within 180 days from the issuance of the conditional license, as provided in administrative rule R

436.1060. Pursuant to MCL 436.1525(8), the conditional license is required to comply with the server training requirements beginning on the date the conditional license is issued regardless of whether the conditional licensee is actively operating under the conditional license.

- a. The conditional licensee shall maintain active certification of completion for server training on the licensed premises at all times as provided in administrative rule R 436.1060.
 - b. Failure to provide this documentary proof to the Commission within 180 days of the issuance of the conditional license shall result in the conditional licensee being charged with failure to comply with this order, under administrative rule R 436.1029, which may result in fines, suspension and/or revocation of the license.
- C. The applicant's request for a conditional Sunday Sales Permit (P.M.) held in conjunction with the Class C license is APPROVED subject to the following:
1. A reference to the time of day includes daylight savings time, when observed.
 2. This permit is subject to revocation by operation of law or otherwise if the Commission receives notice from a county, city, village, or township that it prohibits the sale of spirits, mixed spirit drink, or beer and wine during the time authorized by this permit.
- D. The applicant's request for a conditional Outdoor Service (1 Area) is APPROVED subject to the following:
1. The outdoor service area approved by the Commission is part of the licensed premises and the licensee must comply with all requirements of the Michigan Liquor Control Code and administrative rules in relation to the approved outdoor service area.
 2. The conditional licensee will not permit the sale, service, or consumption of alcoholic liquor outdoors, except in the well-defined and clearly marked area pursuant to the provisions of administrative rule R 436.1419(1).

3. The conditional licensee shall not allow alcoholic beverages purchased for consumption in this proposed Outdoor Service area to be removed from and taken to any adjacent unlicensed area(s).
 4. The licensee is prohibited from allowing the sale, service, possession or consumption of alcoholic beverages in any portion of the approved outdoor service area designated for the playing of sporting activities or for sporting events, including any break or intermission.
 5. The licensee shall take all necessary actions to ensure the health, safety and welfare of all patrons and guests.
- E. Under administrative rule R 436.1003(1), the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. Under administrative rule R 436.1003(2), a licensee shall not use a license at the licensed premises unless a temporary or permanent certificate of occupancy has been issued by the local unit of government having jurisdiction over the location of the licensed premises or the licensed premises complies with administrative rule R 436.1003(1). Approval by the Michigan Liquor Control Commission does not waive these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals before opening the business for operation.
- F. Failure by the conditional licensee to comply with all laws and rules may result in the revocation of the approval contained in this order.
- G. The approval of this conditional license does not guarantee approval by the Commission of the request to transfer the existing license. Any investments made by the conditional license applicant are done at the applicant's risk.

MICHIGAN LIQUOR CONTROL COMMISSION



Pat Gagliardi, Chair



Dennis Olshove, Commissioner



Kristin Beltzer, Commissioner

JLH1

Date Mailed: 4/13/2023



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

KELLY A. ALLEN
JESSICA A. HALLMARK
JOHN W. KUMMER
GREGORY K. NEED
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OF COUNSEL:
PHILLIP G. ADKISON
KEVIN M. CHUDLER
KATHERINE A. TOMASIK

March 8, 2023

Via UPS Next-Day Mail

Mr. Paul Antolin, City Clerk
Robert E. Novitke Municipal Center
20025 Mack Plaza Drive
Grosse Pointe Woods, MI 48236

**Re: Pendy's Restaurant Group, LLC
Application for Transfer of Ownership of a Class C Liquor License from 20930 Mack Avenue, Inc.
20930-20934 Mack Avenue, Grosse Pointe Woods, Michigan 48236**

Dear Mr. Antolin:

This is Pendy's Restaurant Group, LLC's ("Pendy's") request to transfer ownership of a Class C liquor license from 20930 Mack Avenue, Inc., doing business as Trattoria Serventi, located at 20930-20934 Mack Avenue in the City of Grosse Pointe Woods. The applicant company is Pendy's Restaurant Group, LLC, a Michigan limited liability company.

Pendy's request is to operate as Pendy's Grosse Pointe.

The award-winning owners of Pendy's Grosse Pointe are husband and wife, David, and Susan Pendy. The Pendy's previously operated *The Hill Seafood & Chophouse*, also of Grosse Pointe Woods. The Hill was honored as Restaurant of the Year by Hour Magazine and The Detroit Free Press.

Pendy's will take over the space currently occupied by Trattoria Serventi, a fine dining establishment, famous for being a part of the Andiamo's stable of successful restaurants. This request to transfer Trattoria's liquor license will bring the well-known Pendy's name to the Grosse Pointe Woods community and also keep the Grosse Pointe Woods business community thriving.

Pendy's will offer the same fare as the departing Trattoria Serventi.

Pendy's will operate this location with the same degree of expertise and excellence as its previous business. The Hill Seafood & Chophouse was licensed in 2000. From 2004 – 2018, The Pendy's also operated as the directors, managers, and chief operating officers at several county clubs in Michigan, Maryland, and Missouri.

This request is to transfer the Class C Liquor License (sale and service of beer, wine, and spirits for consumption on the premises) and an SDM License (sale of beer and wine, only, for consumption off the

premises). The requested transferred Liquor License will include Sunday Sales (AM), Sunday Sales (PM), and Outdoor Service Area, and permits. These permits allow the owner to do the following:

- **Sunday Sales AM Permit:** Allows the licensee to sell beer, wine, and spirits before noon on Sundays.
- **Sunday Sales PM Permit:** Allows the licensee to sell spirits after noon on Sundays.
- **Outdoor Service Area Permit:** Allows the licensee to serve alcoholic beverages outdoors in an area that has barriers to pedestrians and is well-defined and clearly marked.

Pendy's proposed hours of operation are Sunday - Thursday from 11:00 AM - 9:00 PM, Friday - Sunday, 11:00am – 10PM, and Sunday. There will be interior seating patrons that will be determined by city officials after renovations are completed. Pendy's will hire 15 full-time and 25 part-time employees.

Pendy's has a lease with landlord, Couvreur Family Limited Partnership, LLC, for five years. Pendy's intends to stay in Grosse Pointe Woods for years to come.

Pendy's will renovate the existing building already serving as a restaurant. The cost for the renovations is approximately \$600,000 - \$1 million dollars. The funds for this project will be derived from David and Susan Pendy's personal savings.

Enclosed please find the following documentation for your investigation:

1. Check for two-thousand, five hundred dollars (\$2,500.00);
2. Affidavit as required by Grosse Pointe Woods City Code Section 4-24;
3. Articles of Organization for Pendy's Restaurant Group, LLC;
4. Lease Agreement;
5. A copy of the application filed with the MLCC;
6. Floor plan;
7. Proposed menu; and
8. ICHATs for David Pendy and Susan Pendy.

Please consider all personal and business documents confidential, and please do not release any of this documentation to the public.

We appreciate the city's prompt review of this application. If you have any questions or need any further information, please do not hesitate to contact my office. Thank you for your assistance in this matter.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Kelly A. Allen

/mdw
Enclosures

**GROSSE POINTE WOODS ALCOHOLIC LIQUORS APPLICATION AFFIDAVIT AS
REQUIRED BY CITY CODE SECTION 4-24**

David Pendy being first duly sworn, deposes and says as follows:

1. I am a member of Pendy's Restaurant Group, LLC ("Pendy's or "Applicant").
2. Pendy's is applying to transfer the ownership of the Class C liquor license and various permits from 20930 Mack Avenue, Inc. for continued operation at 20930-20934 Mack Avenue.
3. Pendy's is currently in existence under valid articles has applied for a transfer of ownership of the Class C liquor license with the Michigan Liquor Control Commission ("MLCC") and the City of Grosse Pointe Woods.
4. Grosse Pointe Woods City Code Section 4-24 requires an applicant to submit an affidavit with additional information about the applicant company for a transfer of liquor license.

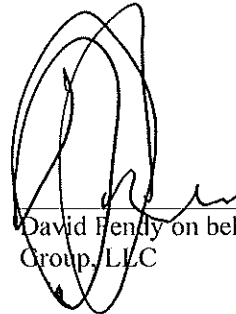
I provide the requested information as follows:

- (a) *The members of Pendy's are:*
 - a. *David Pendy – Age 62 – 793 St Clair St. Grosse Pointe, MI 48230*
 - b. *Susan Pendy – Age 61 – 793 St Clair St. Grosse Point, MI 48320*
- (b) *The applicant, Pendy's, is not an individual. It is a Michigan limited liability company. Both members are citizens of the United States of America.*
- (c) *See attached Articles of Organization for Pendy's.*
- (d) *Pendy's was organized for the purpose of owning and operating Trattoria Andiamo. Susan and I have experience in the restaurant industry with restaurants such as The Hill Seafood and Chophouse in Grosse Pointe. The Hill was voted 'Restaurant of the Year' by Hour Magazine and The Detroit Free Press while Susan and I were involved. We have attached the articles from both publications for your review. We are highly respected in the industry due to our successful restaurants and long tenure of ownership in restaurants of the kind. We have nearly 40 years each of successfully managing fine dining establishments. We are excited to bring award-winning chef, Brian Granowicz, on board. Brian has served as Executive Chef at the Birmingham Country Club since 1999; however his experience as a chef began over 35 years ago. See our attached resumes listing our experience in the management of premiere dining establishments. .*
- (e) *My wife, Susan and I have the financial ability to operate the business by virtue of our savings and investments.*
- (f) *See attached Leases for premises located at 20926 Mack Avenue and 20930 – 20934 Mack Avenue .*

- (g) *The applicant has not made any other similar applications for this premises other than this one.*
- (h) *Neither member of Pendy's has been convicted of a felony or a crime involving moral turpitude, violence or alcoholic liquors, and is not disqualified to receive a license by reason of any matter or thing contained in Grosse Pointe Woods City Code Section 4 or the laws of the state.*
- (i) *Neither Pendy's nor its members will violate any of the laws of the state, of the United States or any ordinance of the city in the conduct of its business.*
- (j) *Pendy's is requesting approval for transfer of ownership of a Class C liquor license and various permits.*
- (k) *See attached MLCC form LC 95 for Proof of Financial Responsibility. (Please note that the insurance will be bound and a completed form will be provided to the MLCC.)*
- (l) *See attached forms submitted to the MLCC for transfer of ownership of Class C liquor license.*

5. Grosse Pointe Woods City Code Section 2-24(2) requests information regarding site location and design implementation. Please find all necessary documents attached to this affidavit.

Further deponent sayeth not.



David Pendy on behalf of Pendy's Restaurant Group, LLC

SUBSCRIBED AND SWORN to before me, a notary public for the County of Oakland, this 2 day of March, 2023.

Marcia D Webster

My Commission expires: 7/31/2029

MARCIA D. WEBSTER
 Notary Public, State of Michigan
 County of Oakland
 My Commission Expires Jul. 31, 2029
 Acting in the County of Oakland



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

KELLY A. ALLEN
JESSICA A. HALLMARK
JOHN W. KUMMER
GREGORY K. NEED
G. HANS RENTROP

39572 Woodward, Suite 222
Bloomfield Hills, Michigan 48304
Telephone (248) 540-7400
Facsimile (248) 540-7401
www.ANAfirm.com

OF COUNSEL:
PHILLIP G. ADKISON
KEVIN M. CHUDLER
KATHERINE A. TOMASIK

February 20, 2023

VIA FACSIMILE (517) 284-8557

Unit 1 – Licensing Division
Michigan Liquor Control Commission
525 W. Allegan
P.O. Box 30005
Lansing, Michigan 48909

Re: Request to Transfer Ownership of the Class C Liquor License with Sunday Sales (PM) Permit and Outdoor Service Area Permit from 20930 Mack Avenue, Inc., Business ID No. 898, to Pendency's Restaurant Group, LLC, to be Located at 20930-20934 Mack Avenue, Grosse Pointe Woods, Wayne County, Michigan; Request for a New SDM License and a New Sunday Sales (AM) Permit; Request to Redefine the Licensed Premises to Add Space to Include 20926 Mack Avenue, Grosse Pointe Woods; and Request for a Conditional License to be Located at 20930-20934 Mack Avenue, Grosse Pointe Woods, Wayne County, Michigan.

To Whom It May Concern:

This is Pendency's Restaurant Group, LLC's request to transfer ownership of the Class C Liquor License with Sunday Sales (PM) Permit and Outdoor Service Area Permit from 20930 Mack Avenue, Inc., Business Id. No. 898, to Pendency's Restaurant Group, LLC, to be located at 20930-20934 Mack Avenue, Grosse Pointe Woods; request for a new SDM License; request for a new Sunday Sales (AM) Permit; request to redefine the licensed premises to add space to include 20926 Mack Avenue, Grosse Pointe Woods; and request for a Conditional License to be located at 20930-20934 Mack Avenue, Grosse Pointe Woods.

Enclosed, to begin the investigation, are the following:

1. LCC-103 – Conditional License Application;
2. Floor plan;

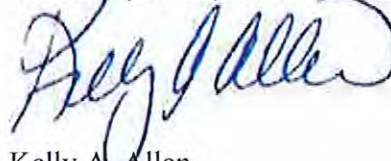
3. LCC-100a for Pendy's Restaurant Group, LLC (including LCC-100a, Part 5 and Live Scan Fingerprint Background Check Request form for members David and Susan Pendy);
4. LCC-301 for Pendy's Restaurant Group, LLC;
5. Filed Articles of Organization and Operating Agreement for Pendy's Restaurant Group, LLC;
6. Asset Purchase Agreement;
7. Lease Agreement between Pendy's Restaurant Group, LLC and Couvreur Family Limited Partnership (20930-20934 Mack Avenue); and
8. Lease agreement between Pendy's Restaurant Group, LLC and Walter Hage (20926 Mack Avenue).

Additionally, enclosed is a credit card authorization form for payment of fees totaling \$1,405.00 (\$140.00 for the inspection fees, \$600.00 for the Class C license, \$205.00 for the Sunday Sales PM Permit, \$160.00 for the Sunday Sales AM Permit; and \$300.00 for the Conditional License).

Please authorize this matter for investigation at your earliest opportunity. If you have any questions, please feel free to contact me or my office.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Kelly A. Allen

/mdw
Enclosures



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____
 Request ID: _____
 (For MLCC Use Only)

Conditional License Application (Ownership Transfer)

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): Pendency Restaurant Group, LLC	
Address to be licensed: 20930 - 20934 Mack Ave.	
City: Grosse Pointe Woods	Zip Code: 48230
City/township/village where license will be issued: City of Grosse Pointe Woods	County: Wayne
Email address (REQUIRED): dmpendy@hotmail.com	
An email address is required for us to send you a password setup email for the Online Ordering (OLO) system for ordering spirits online.	
<small>The email generated for an online ordering password will contain an unique link that cannot be used by anyone other than the recipient of the email that will be sent to the email address you enter above. Please make sure that the email address you enter above is for someone that will be setting up and maintaining your online ordering account.</small>	
1. Does the property owner for the address above have any interest in a manufacturer or wholesaler license? <input type="radio"/> Yes <input checked="" type="radio"/> No	
2. Will the applicant have any agreement with a third party not named on the license in which the third party will receive a percentage of the gross sales or net profits? <i>If Yes, submit a copy of the agreement with this application.</i> <input type="radio"/> Yes <input checked="" type="radio"/> No	
3. Describe the type of business and business activities proposed for this location: Restaurant and bar.	
Current licensee/seller name: 20930 Mack Avenue, Inc.	

Part 2 - Fee & Required Documents

*Leave Blank - MLCC Use Only
 Fee Code 4012*

- \$300.00 Conditional License Fee - Make Check Payable to **State of Michigan**
- Completed application for the transfer of a license:
 - LCC-100a - On-Premises Retailer Licenses
 - LCC-100b - Off-Premises Retailer Licenses
- Valid Proof of Financial Responsibility (Liquor Liability Insurance) - See Form LC-95
- An acceptable, executed property document, such as a lease, land contract, or deed.
- For the transfer of only a Specially Designated Merchant license, a copy of the Retail Food Establishment license or Extended Retail Food Establishment license issued under the Food Law of 2000 in the name of the applicant, pursuant to MCL 436.1533(1).
- If the current licensee has a Catering Permit, the applicant for a conditional license must submit a copy of its Food Service Establishment License or Retail Food Establishment License issued under the Food Law of 2000 to qualify for a conditional Catering Permit.
- If the current licensee has a Living Quarters Permit, the applicant for a conditional license must complete the Living Quarters Permit Application (LCC-203).
- A diagram of the proposed licensed premises. The diagram must indicate where the sale, service, and consumption of alcoholic liquor will occur within the proposed licensed premises, as applicable to the type of license being transferred.

Part 3 - Signature of Applicant

I certify that:

- I certify that all information contained in my application for conditional and permanent license is true and accurate.
- I understand that a conditional license issued to me by the Commission is nontransferable and nonrenewable.
- I understand that it is my responsibility to maintain acceptable proof of financial responsibility for my conditional license.
- I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules.
- I understand that issuance of a conditional license does not guarantee approval of a permanent license.
- I understand my conditional license will be issued only after receipt of the current license for escrow.
- I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

I certify that I understand that a conditional license approved by the Commission will not be issued unless the current licensee/seller's license is placed into escrow under one of the options selected by the current licensee/seller in Part 4 on Page 2 of this application.

David Pendy - Member

Print Name of Applicant & Title

Signature of Applicant

Date

1/31/23

Part 4 - Current Licensee/Seller's Acknowledgement of Conditional License Request

Please select one of the following options regarding the escrow status of your (the seller's) license, initial next to your selection, and sign below:

<input type="checkbox"/>	My license has been placed into escrow. I understand and acknowledge that a conditional license will be issued to the applicant listed on this application upon approval of the Commission without further notification to me prior to issuance of the conditional license.	Current Licensee/Seller's Initials
<input type="checkbox"/>	My license is not in escrow. I consent to the Commission placing my license into escrow administratively pursuant to MCL 436.1525(11) at the time that a conditional license will be issued to the applicant listed on this application upon approval of the Commission. I understand and acknowledge that a conditional license will be issued to the applicant listed on this application upon approval of the Commission without further notification to me prior to issuance of the conditional license.	Current Licensee/Seller's Initials
<input type="checkbox"/>	My license is not in escrow. I shall submit my license and permit documents to be placed into escrow upon approval of a conditional license for the applicant listed on this application. I understand and acknowledge that a conditional license will not be issued to the applicant listed on this application upon approval of the Commission unless my license has been placed into escrow.	Current Licensee/Seller's Initials

Print Name of Current Licensee/Seller & Title

Signature of Current Licensee/Seller

Date

Please return this completed form along with corresponding documents and fees to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Overnight packages: 2407 N. Grand River Ave, Lansing, MI 48906

Fax to: 517-284-8557



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC Use Only)

On-Premises Retailer License & Permit Application (LCC-100a)

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): Pendency Restaurant Group, LLC	
Address to be licensed: 20926-20930-20934 Mack Avenue	
City: Grosse Pointe Woods	Zip Code: 48236
City/township/village where license will be issued: City of Grosse Pointe Woods	County: Wayne
Federal Employer Identification Number (FEIN): 88-4045972	

1. Are you requesting a new license? Yes No
2. Are you applying ONLY for a new permit or permission? Yes No
3. Are you buying an existing license? Yes No
4. Are you transferring the classification of an existing on premises license? Yes No
5. Are you modifying the size of the licensed premises? Yes No
If Yes, specify: Adding Space Dropping Space Redefining Licensed Premises
6. Are you transferring the location of an existing license? Yes No
7. Is this license being transferred as the result of a default or court action? Yes No
8. Do you intend to use this license actively? Yes No

Leave Blank - MLCC Use Only

Part 2 - License Transfer Information (If Applicable)

If transferring ownership of a license ONLY and not transferring the location of a license, fill out only the name of the current licensee(s)

Current licensee(s): 20930 Mack Avenue, Inc.	
Current licensed address: 20930-20934 Mack Avenue	
City: Grosse Pointe Woods	Zip Code: 48236
City/township/village where license is issued: City of Grosse Pointe Woods	County: Wayne

Part 3 - Licenses, Permits, and Permissions

Applicants for on premises licenses, permits, and permissions (e.g. restaurants, hotels, bars, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

Part 4 - Inspection, License, and Permit Fees - Make checks payable to State of Michigan

Inspection Fees - Pursuant to MCL 436.1529(4) a nonrefundable inspection fee of \$70.00 shall be paid to the Commission by an applicant or licensee at the time of filing of a request for a new license or permit, a request to transfer ownership or location of a license, a request to increase or decrease the size of the licensed premises, or a request to add a bar. Requests for a new permit in conjunction with a request for a new license or transfer of an existing license do not require an additional inspection fee.

License and Permit Fees - Pursuant to MCL 436.1525(1), license and permit fees shall be paid to the Commission for a request for a new license or permit or to transfer ownership or location of an existing license.

Inspection Fees:	\$140.00	License & Permit Fees:	\$965.00	TOTAL FEES:	\$1,105.00
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Schedule A - Licenses, Permits, & Permissions

Applicant name: Pendency's Restaurant Group, LLC

On-Premises License Type:	Base Fee:	Fee Code MLCC Use Only
New Transfer		
<input type="checkbox"/> <input type="checkbox"/> B-Hotel License	\$600.00	
Number of guest rooms: _____		
<input type="checkbox"/> <input type="checkbox"/> A-Hotel License	\$250.00	
Number of guest rooms: _____		
<input type="checkbox"/> <input checked="" type="checkbox"/> Class C License	\$600.00	4034
<input type="checkbox"/> <input type="checkbox"/> Tavern License	\$250.00	
<input type="checkbox"/> <input type="checkbox"/> Resort License	Upon Licensure	
<input type="checkbox"/> <input type="checkbox"/> DDA/Redevelopment License	Upon Licensure	
<input type="checkbox"/> <input type="checkbox"/> Brewpub License	\$100.00	
<input type="checkbox"/> <input type="checkbox"/> G-1 License	\$1,000.00	
<input type="checkbox"/> <input type="checkbox"/> G-2 License	\$500.00	
<input type="checkbox"/> <input type="checkbox"/> Aircraft License	\$600.00	
<input type="checkbox"/> <input type="checkbox"/> Watercraft License	\$100.00	
<input type="checkbox"/> <input type="checkbox"/> Train License	\$100.00	
<input type="checkbox"/> <input type="checkbox"/> Continuing Care Retirement Center License	\$600.00	
<input type="checkbox"/> MCL 436.1545(1)(b)(i) <input type="checkbox"/> MCL 436.1545(1)(b)(ii)		

B-Hotel or Class C Licenses Only:

Additional Bar(s)
Number of Additional Bars: _____

B-Hotel or Class C licenses allow licensees to have one (1) bar within the licensed premises. A \$350.00 licensing fee is required for each additional bar over the one (1) bar initially issued with the license.

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

Inspection, License, Permit, & Permission Fee Calculation

Number of Licenses: 2 x \$70.00 Inspection Fee

Total Inspection Fee(s): Fee Code: 4036 \$140.00

Total License Fee(s): \$700.00

Total Permit Fee(s): \$265.00

TOTAL FEES DUE: \$1,105.00

Please note that requests to transfer SDD licenses will require the payment of additional fees based on the seller's previous calendar year's sales. These fees will be determined prior to issuance of the license to the applicant.

Make checks payable to **State of Michigan**

On-Premises Permits:	Base Fee:	Fee Code MLCC Use Only
<input checked="" type="checkbox"/> Sunday Sales Permit (AM)*	\$160.00	4033
<input checked="" type="checkbox"/> Sunday Sales Permit (PM)**	\$90.00	4032
<input type="checkbox"/> Catering Permit	\$100.00	
<input type="checkbox"/> Social District Permit	\$250.00	
<input type="checkbox"/> Banquet Facility Permit - Complete <u>Form LCC-200</u>		

A Banquet Facility Permit is an extension of the license at a different location. It may have its own permits and permissions.

<input checked="" type="checkbox"/> Outdoor Service	No charge
<input type="checkbox"/> Dance Permit	No charge
<input type="checkbox"/> Entertainment Permit	No charge
<input type="checkbox"/> Extended Hours Permit:	No charge
<input type="checkbox"/> Dance <input type="checkbox"/> Entertainment Days/Hours: _____	
<input type="checkbox"/> Specific Purpose Permit:	No charge

Activity requested: _____

Days/Hours requested: _____

<input type="checkbox"/> Living Quarters Permit	No charge
<input type="checkbox"/> Topless Activity Permit	No charge
<input type="checkbox"/> Off-Premises Storage	No charge
<input type="checkbox"/> Direct Connection(s)	No charge
<input type="checkbox"/> On-Premises Public Swimming Pool Permit - Complete <u>Form LCC-209</u>	

Pursuant to MCL 436.1533, on-premises retailers may be issued a Specially Designated Merchant (SDM) license or a Specially Designated Distributor (SDD) license at the same location in conjunction with the on-premises license under certain circumstances.

Off-Premises License Type:	Base Fee:	Fee Code MLCC Use Only
New Transfer		
<input checked="" type="checkbox"/> <input type="checkbox"/> SDM License	\$100.00	4012
<input type="checkbox"/> <input type="checkbox"/> SDD License	\$150.00	

Off Premises Permits:	Base Fee:	Fee Code MLCC Use Only
<input type="checkbox"/> SDD Sunday Sales Permit (PM)** For Spirit Products	\$22.50	
<input checked="" type="checkbox"/> SDM Sunday Sales Permit (PM)** For Mixed Spirit Drink Products	\$15.00	4032
<input type="checkbox"/> Motor Vehicle Fuel Pumps	No charge	

*Sunday Sales Permit (AM) allows the sale of spirits, mixed spirit drink, beer, and wine on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government.

**Sunday Sales Permit (PM) allows the sale of spirits and mixed spirit drink on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of spirits or mixed spirit drink. Additional bar fees and hotel room fees are also calculated as part of the permit fee. A separate Sunday Sales Permit (PM) is required for each license that will sell spirits or mixed spirit drink on Sunday after 12:00 noon.

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301. For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: David Michael Pendy		
Home address: 793 Saint Clair St.		
City: Grosse Pointe	State: MI	Zip Code: 48230-1245
Business Phone:	Cell Phone: 636-233-1358	Email: dmpendy@hotmail.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. <input checked="" type="radio"/> Yes <input type="radio"/> No		
Do you hold 10% or more interest in the applicant entity? <input checked="" type="radio"/> Yes <input type="radio"/> No		
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached Instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed <u>Livescan Fingerprint Background Request (LCC-105)</u> with your application.		

Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).

Date of Birth: 4-12-60	Social Security Number: [REDACTED]	Driver's License Number: [REDACTED]	
Are you a citizen of the United States of America?		<input checked="" type="radio"/> Yes <input type="radio"/> No	
Have you ever legally changed your name?		<input type="radio"/> Yes <input checked="" type="radio"/> No	
If you answered "yes", please list your prior name(s) (including maiden):			
Spouse's full name (if currently married): Susan Marie Pendy			
Spouse's date of birth: 9-2-61	Is your spouse a citizen of the United States of America?	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan?		<input type="radio"/> Yes <input checked="" type="radio"/> No	
Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC?		<input type="radio"/> Yes <input checked="" type="radio"/> No	
Full disclosure of criminal history must be reported, regardless of how long ago the crime occurred. State of Michigan and federal criminal background records will be checked to verify criminal history. Failure to report criminal history charges and/or local ordinance violations may result in the denial of the application. Criminal history includes felonies, misdemeanors, and local ordinance violations in Michigan or any other state for which the applicant or applicant's spouse was found guilty, pled guilty, or pled no contest.			
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary):		<input type="radio"/> Yes <input checked="" type="radio"/> No	
Date	City/State	Charge	Disposition
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary):		<input type="radio"/> Yes <input checked="" type="radio"/> No	
Date	City/State	Charge	Disposition

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

David Pendy
[Signature]
1/31/23

Print Name
Signature
Date

AUTHORITY: MCL 28.162, MCL 28.214, MCL 28.248, & MCL 28.273
COMPLIANCE: Voluntary. However, failure to complete this form will result in denial of request.

LIVE SCAN FINGERPRINT BACKGROUND CHECK REQUEST

Purpose: To conduct a civil fingerprint-based background check for employment, to volunteer, or for licensing purposes as authorized by law.

I. Authorizing Information			
1. Fingerprint Reason Code LL	2. Requestor/Agency ID 1479J	3. Agency Name MI Dept of Licensing & Regulatory Affairs - Liquor Control	4. Individual ID (MNU-OA)

II. Applicant Information: Type or clearly print answers in all fields before going to be fingerprinted.			
1a. Last Name PENNY	1b. First Name DAVID	1c. Middle Initial M	1d. Suffix
2. Any Alternative Names, Last Names, or Aliases		3. Social Security Number (Optional)	
4. Place of Birth (State or Country) MI USA	5. Date of Birth 4/12/68	6. Phone Number 6362331358	7. Driver's License / State ID Number
8. Issuing State MI			
9. Home Address 793 ST CLAIR		10. City LOROSSE POINTS	11. State MI
12. ZIP Code 48230			
13. Sex M	14. Race CAUCASIAN	15. Height 5 9	16. Weight 255
17. Eye Color BROWN		18. Hair Color GRAY	

III. Live Scan Information			
1. Date Printed 1/4/23	2. Picture ID Type Presented MI DL	3. Transaction Control Number (TCN) PW25510581X	4. Live Scan Operator DSC

*When an individual ID is provided, please enter the ID into the Miscellaneous Number (MNU) field on the Live Scan device. Select OA - Originating Agency Identifier and then enter the unique identifier in the Identification Code field.

IV. Privacy Act Statement

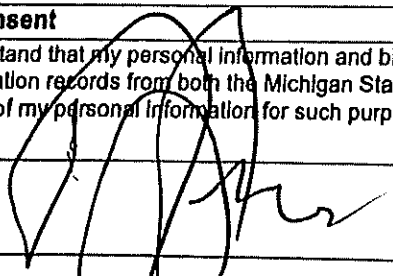
Authority: Acquisition, preservation, and exchange of fingerprints and associated information by the Federal Bureau of Investigation (FBI) is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine Uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

V. Procedure to Obtain a Change, Correction, or Update of Identification Records

If, after reviewing his/her identification record, the subject thereof believes that it is incorrect or incomplete in any respect and wishes changes, corrections, or updating of the alleged deficiency; he/she should make application directly to the agency which contributed the questioned information. The subject of a record may also direct his/her challenge as to the accuracy or completeness of any entry on his/her record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D2, 1000 Custer Hollow Road, Clarksburg, WV 26306. The FBI will then forward the challenge to the agency which submitted the data requesting that agency to verify or correct the challenged entry. Upon the receipt of an official communication directly from the agency which contributed the original information, the FBI CJIS Division will make any changes necessary in accordance with the information supplied by that agency. (28 CFR § 16.34)

VI. Consent	
I understand that my personal information and biometric data being submitted by Live Scan, will be used to search against identification records from both the Michigan State Police (MSP) and the FBI for the purpose listed above. I hereby authorize the release of my personal information for such purposes and release of any records found to the authorized requesting agency listed above.	
Signature: 	Date: 1/4/23

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301. For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: Susan Marie Pendy		
Home address: 793 Saint Clair St.		
City: Grosse Pointe	State: MI	Zip Code: 48230-1245
Business Phone:	Cell Phone: 636-399-2255	Email: susanpendy@hotmail.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. <input type="radio"/> Yes <input checked="" type="radio"/> No		
Do you hold 10% or more interest in the applicant entity? <input checked="" type="radio"/> Yes <input type="radio"/> No		
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed <u>Livescan Fingerprint Background Request (LCC-105)</u> with your application.		

Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).

Date of Birth: 9-2-61	Social Security Number: [REDACTED]	Driver's License Number: [REDACTED]
Are you a citizen of the United States of America?		<input checked="" type="radio"/> Yes <input type="radio"/> No
Have you ever legally changed your name?		<input type="radio"/> Yes <input checked="" type="radio"/> No
If you answered "yes", please list your prior name(s) (including maiden):		
Spouse's full name (if currently married): David Michael Pendy		
Spouse's date of birth: 4-12-60	Is your spouse a citizen of the United States of America?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan?		<input type="radio"/> Yes <input checked="" type="radio"/> No
Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC?		<input type="radio"/> Yes <input checked="" type="radio"/> No
Full disclosure of criminal history must be reported, regardless of how long ago the crime occurred. State of Michigan and federal criminal background records will be checked to verify criminal history. Failure to report criminal history charges and/or local ordinance violations may result in the denial of the application. Criminal history includes felonies, misdemeanors, and local ordinance violations in Michigan or any other state for which the applicant or applicant's spouse was found guilty, pled guilty, or pled no contest.		
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary):		<input type="radio"/> Yes <input checked="" type="radio"/> No
Date	City/State	Charge
		Disposition
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary):		<input type="radio"/> Yes <input checked="" type="radio"/> No
Date	City/State	Charge
		Disposition

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Susan Pendy - Member

Print Name

Signature

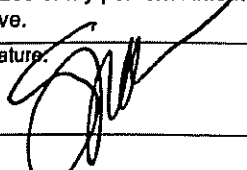
Date

11/31/23

AUTHORITY: MCL 28.102, MCL 28.214, MCL 28.248, & MCL 28.273
COMPLIANCE: Voluntary. However, failure to complete this form will result in denial of request.

LIVE SCAN FINGERPRINT BACKGROUND CHECK REQUEST

Purpose: To conduct a civil fingerprint-based background check for employment, to volunteer, or for licensing purposes as authorized by law.

I. Authorizing Information			
1. Fingerprint Reason Code LL	2. Requestor/Agency ID 1479J	3. Agency Name MI Dept of Licensing & Regulatory Affairs - Liquor Control	4. Individual ID (MNU-OA)
II. Applicant Information: Type or clearly print answers in all fields before going to be fingerprinted.			
1a. Last Name Pendy	1b. First Name Susan	1c. Middle Initial M	1d. Suffix
2. Any Alternative Names, Last Names, or Aliases		3. Social Security Number (Optional)	
4. Place of Birth (State or Country) Michigan	5. Date of Birth 9/2/61	6. Phone Number 6363992255	7. Driver's License / State ID Number
8. Issuing State MI	9. Home Address 793 St Clair		10. City Grosse Pointe
11. State MI	12. ZIP Code 48230	13. Sex F	
14. Race Caucasian	15. Height 5'6"	16. Weight 170	17. Eye Color Hazel
18. Hair Color Brown			
III. Live Scan Information			
1. Date Printed 1-14-23	2. Pictur ID Type Presented MIDL	3. Transaction Control Number (TCN) FW13510571P	4. Live Scan Operator [Signature]
* When an individual ID is provided, please enter the ID into the Miscellaneous Number (MNU) field on the Live Scan device. Select OA - Originating Agency Identifier and then enter the unique identifier in the Identification Code field.			
IV. Privacy Act Statement			
<p>Authority: Acquisition, preservation, and exchange of fingerprints and associated information by the Federal Bureau of Investigation (FBI) is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.</p> <p>Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.</p> <p>Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine Uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.</p>			
V. Procedure to Obtain a Change, Correction, or Update of Identification Records			
<p>If, after reviewing his/her identification record, the subject thereof believes that it is incorrect or incomplete in any respect and wishes changes, corrections, or updating of the alleged deficiency; he/she should make application directly to the agency which contributed the questioned information. The subject of a record may also direct his/her challenge as to the accuracy or completeness of any entry on his/her record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D2, 1000 Custer Hollow Road, Clarksburg, WV 26306. The FBI will then forward the challenge to the agency which submitted the data requesting that agency to verify or correct the challenged entry. Upon the receipt of an official communication directly from the agency which contributed the original information, the FBI CJIS Division will make any changes necessary in accordance with the information supplied by that agency. (28 CFR § 16.34)</p>			
VI. Consent			
<p>I understand that my personal information and biometric data being submitted by Live Scan, will be used to search against identification records from both the Michigan State Police (MSP) and the FBI for the purpose listed above. I hereby authorize the release of my personal information for such purposes and release of any records found to the authorized requesting agency listed above.</p>			
Signature 		Date: 1/14/23	



Report of Stockholders, Members, or Partners (LCC-301)

Part 1 - Licensee Information

Please state your name as it is filed with the State of Michigan Corporation Division.

Licensee name(s): Pendy's Restaurant Group, LLC		
Address: 20926-20930-20934 Mack Avenue		
City: Grosse Pointe Woods	State: MI	Zip Code: 48236

Part 2a - Corporations - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all stockholders:	No. of Shares Issued:	Date Issued/Acquired:

Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:

Part 2b - Limited Liability Companies - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all members:	Percent % Issued:	Date Issued/Acquired:
David Pendy - 793 Saint Clair St., Grosse Pointe, MI 48230-1245	50%	2/10/2023
Susan Pendy - 793 Saint Clair St., Grosse Pointe, MI 48230-1245	50%	2/10/2023

Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Report of Stockholders, Members, or Partners (LCC-301) - Continued

Part 2c - Limited Partnerships - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all partners:	Percent % Issued:	Date Issued/Acquired:

Name and address of Managers, pursuant to administrative rule R 436.1111:

Part 3 - Authorized Signers (Authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company)

Name & Title:	David Pendy - Member
Name & Title:	Susan Pendy - Member
Name & Title:	Kelly Allen - Attorney
Name & Title:	Marcia Webster - Legal Assistant
Name & Title:	Laura Peters - Legal Assistant

I certify that the authorized signers under Part 3 of this form have been authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

David Pendy - Member

Print Name of Applicant or Licensee & Title

Signature of Applicant or Licensee

2/15/23

Date

Please return this completed form to:
 Michigan Liquor Control Commission
 Mailing address: P.O. Box 30005, Lansing, MI 48909
 Hand deliveries: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
 Overnight packages: 2407 N. Grand River, Lansing, MI 48906
 Fax to: 517-763-0059



Form Revision Date 02/2011

ARTICLES OF ORGANIZATION
For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

PENDY'S RESTAURANT GROUP, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

The duration of the limited liability company if other than perpetual is:

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

- 1. Agent Name: EUGENE H. BOYLE, JR.
- 2. Street Address: 14950 EAST JEFFERSON
Apt/Suite/Other: SUITE 200
City: GROSSE POINTE PARK
State: MI Zip Code: 48230

3. Registered Office Mailing Address:

- P.O. Box or Street Address:
- Apt/Suite/Other:
- City:
- State: Zip Code:

Article v

(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THIS COMPANY SHALL BE MANAGED BY MANAGERS.

Signed this 19th Day of April, 2021 by the organizer(s):

Signature	Title	Title if "Other" was selected
Eugene H. Boyle, Jr.	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

PENDY'S RESTAURANT GROUP, LLC

ID Number: 802651263

received by electronic transmission on April 19, 2021 ***, is hereby endorsed.***

Filed on May 03, 2021 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 3rd day of May, 2021.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

**OPERATING AGREEMENT
FOR
PENDY'S RESTAURANT GROUP, LLC
A Michigan Limited Liability Company**

Prepared By:

**DAVID P. SUTHERLAND, ESQ.
Law Office of David P. Sutherland, P.L.C.
18720 Mack Ave., Suite 200
Grosse Pointe Farms, MI 48236
Phone: (586) 552-8777
Fax (586) 778-5802**

PENDY'S RESTAURANT GROUP, LLC
OPERATING AGREEMENT

This Agreement is effective February 10, 2023, and is made by and among the parties listed on Schedule A, attached hereto, listing the "Members" and indicating those Members who are "managing Members", and **PENDY'S RESTAURANT GROUP, LLC**, a Michigan limited liability company ("Company"). In consideration of the promises and covenants of each other, the Members agree that the Company and its Members shall be bound by the following:

ARTICLE 1
FORMATION

Section 1.1 Formation of Company

The Members hereby form this limited liability company under the provisions of the Michigan Limited Liability Company Act, as amended ("Act").

Section 1.2 Name of Company

The initial name of the Company is **PENDY'S RESTAURANT GROUP, LLC**, as reflected in the Company's Articles of Organization ("Articles") filed with the Michigan Department of Labor & Economic Growth. The name of the Company may be changed by decision of the managing Members, and such change shall be recorded with the Michigan Department of Labor & Economic Growth on amended Articles, as required.

Section 1.3 Place of Business

The Company's initial place of business shall be: 14950 E. Jefferson, Suite 200, Grosse Pointe Park, Mi 48230, as reflected in the Articles. The place of business may be changed by the decision of the managing Members, and such change shall be recorded with the Michigan Department of Labor & Economic Growth on amended Articles, as required.

Section 1.4 Business Purpose

The purposes for which this Company has been organized are:

- (a) To engage in any lawful business;
- (b) To enter into any lawful arrangement for the sharing of profits and losses in any lawful transaction;
- (c) To organize, promote, and operate other lawful entities;

- (d) To buy, sell, lease, invest or otherwise deal in any real, personal, or mixed property;
- (e) To render any lawful service; and
- (f) To possess and exercise all rights and powers conferred by law upon the Members, both now and in the future.

The foregoing statement of purposes shall in no way be construed to limit or restrict in any manner the powers conferred upon this Company by the State of Michigan.

Each clause or paragraph in this Agreement shall be regarded as statements of cumulative and independent objectives, purposes, and powers and shall in no way be regarded as limiting or restricting other clauses or paragraphs herein.

Section 1.5 Property

All property owned by the Company shall be owned in the name of the Company or in the name of a Member as agent for the Company. Neither a Member nor a successor of such Member, shall have any right, title or interest in or to any Company property or the right to partition any real property owned by the Company.

Section 1.6 Agent for Service of Process

The name and address of the Company's initial registered agent for service of process shall be **EUGENE H. BOYLE, JR.**, 14950 E. Jefferson, Suite 200, Grosse Pointe Park, MI 48230, as reflected in the Articles. The name of the Company's registered agent may be changed by decision of the managing Members, and such change shall be recorded with the Michigan Department of Labor & Economic Growth on amended Articles, as required.

ARTICLE 2 **TERM OF COMPANY**

The term of the Company shall be for the period of years beginning on the effective date of this Agreement and ending upon the occurrence of certain specific events as follows:

- (a) the termination of the Company under any provision contained elsewhere herein;
- (b) a written agreement to dissolve the Company signed by all Members whose combined Membership Interests equal 51% or more of all of the Membership Interests; or
- (c) the voluntary bankruptcy of the Company, as consented to by all Members.

ARTICLE 3
DEFINITIONS

Section 3.1 Additional Member

"Additional Member" means a Member other than an initial Member or Substitute Member who has acquired a Membership Interest by means of an admission agreement.

Section 3.2 Admission Agreement

"Admission Agreement" means the agreement between the Company and a person other than an initial Member or Substitute Member admitting that person as an additional Member.

Section 3.3 Agreement

"Agreement" means the **PENDY'S RESTAURANT GROUP, LLC** Operating Agreement.

Section 3.4 Articles

"Articles" means the Articles of Organization of **PENDY'S RESTAURANT GROUP, LLC** which is filed with the Michigan Department of Labor & Economic Growth.

Section 3.5 Assignee

"Assignee" means a person to whom a Member has assigned part or all of his/her Membership Interest but has not been accepted as a Substitute Member.

Section 3.6 Code

"Code" refers to the Internal Revenue Code of 1986, as amended from time to time.

Section 3.7 Company

"Company" means **PENDY'S RESTAURANT GROUP, LLC**.

Section 3.8 Membership Interest

"Membership Interest" means "membership interest" as that term is defined in the Act.

Section 3.9 Incapacity

"Incapacity" or "incapacitated" means that a Member is unable to vote or to otherwise perform his/her or her duties as a Member as certified in writing by two licensed and practicing physicians (at least one of whom shall be a specialist in the condition giving rise to the Member's incapacity).

Section 3.10 Managing Member

"Managing Member" means the Member or Members who are indicated on Schedule A as managing Members. These Managing Members manage all the affairs of the Company.

Section 3.11 Member

"Member" means the Member or Members who are listed in Schedule A as Members.

Section 3.12 Substitute Member

"Substitute Member" means an assignee who, according to the terms of the Agreement, has been accepted as a Member, with all membership rights.

Section 3.13 Centralized Partnership Audit Regime

"Centralized Partnership Audit Regime" means subchapter C of chapter 63 of Subtitle F of the Code as such subchapter is in effect for partnership taxable years beginning after December 31, 2017, including the Regulations thereunder, and all related and conforming amendments made to the Code and Regulations pursuant to and implementing Section 1101 of Pub .L. No. 114-74 (commonly referred to as the Bipartisan Budget Act of 2015).

ARTICLE 4 **CAPITAL CONTRIBUTIONS AND ACCOUNTS**

Section 4.1 Capital Contributions and Returns

Each Member has made or shall make a contribution of capital to the Company as contained next to his/her name in Schedule A attached to this Agreement. This capital may be in the form of cash, property, services, or obligations.

Unless otherwise expressly authorized herein or by law, no Member shall be entitled to a return of any part of his/her capital contribution to the Company or to receive any capital distributions, including those attributed to profit and loss, except upon termination of the Company, which means a complete winding up of the Company, including the filing of a certificate of dissolution, cancellation, or termination with the Michigan Department of Labor & Economic Growth. Such termination does not include a dissolution that merely results in a change in the relationship of the Members, but the Company still continues.

Unless otherwise prohibited by law or other provisions within this Agreement, no Member shall be personally liable for the return of capital contributions or additions to the capital account of a Member. All such returns or distributions shall be satisfied solely from the assets of the Company. When returns, distributions, or exchanges are permitted by this Agreement, the managing Members

shall have sole authority to decide which assets shall be used to make the payments, distributions, or exchanges.

Section 4.2 Capital Accounts

The Company shall establish a capital account in the name of each Member reflecting each Member's Membership Interest. Each capital account shall be maintained in accordance with state and Federal law, as well as generally accepted accounting principles. This includes crediting or increasing a Member's capital account in an amount equal to his/her capital contribution to the Company, crediting (increasing) or debiting (reducing) a Member's capital account in accordance with his/her allocated share of profit or loss, and charging (debiting or decreasing) his/her capital account for distributions made from his/her capital account under the terms of this Agreement.

Section 4.3 Loans

The Company may make loans to or borrow from any Member or person upon the written approval of those Members whose combined Membership Interests equal 51% or more of the aggregate Membership Interests. No part of any loan made by a Member to the Company shall be considered a contribution to the Member's capital account, nor shall any loan made to a Member by the Company be considered a distribution from or decrease in that Member's capital account. Loans made to or received by the Company shall not affect the Company's profit and loss ratios.

Members may, but shall not be obligated to, make loans to the Company to enable the Company to satisfy its obligations on a timely basis. Such obligations shall include claims against Company property for which the Member has no personal obligation.

Section 4.4 Interest

No interest shall accrue or be paid to any Member on his/her capital contribution or capital account.

Section 4.5 Account Deficits

Any deficit (negative balance) in a Member's capital account, such as those that occur due to Company losses or permitted withdrawals, shall not become an obligation of that Member to the Company. If such negative balance continues until termination and winding up of the Company, the Member shall not be responsible for paying an amount equal to such negative balance to the Company.

Section 4.6 Capital Additions and Distributions

From time to time as the Members shall deem necessary, as evidenced by the written approval of those Members whose combined Membership Interests equal 51% or more of the aggregate Membership Interests, additional capital contributions may be made to the Company by one or more Members. Each Member shall have the right to make an additional capital contribution in the same proportion which his/her Membership Interest bears to all of the Membership Interests owned

by all of the Members electing to make an additional capital contribution. Changes in Membership Interests with respect to the respective Membership Interests of the Members to each other and to the Company that occur due to the making of additional capital contributions can be approved only upon the vote of those Members whose combined Membership Interests equal 51% or more of all of the Membership Interests.

Any distribution from the capital account of any Member, including distributions of profits, may be made only upon the approval of the managing Members. In making such distributions, the managing Members may consider any special circumstances of the Members or the Company and may make disproportionate or no capital distributions among the Members.

Section 4.7 Account Adjustments

If it is later determined that an asset contributed by a Member to the Company as a capital contribution was not properly valued in making allocations to his/her capital account as reflected on any Schedule attached hereto, the capital account of such Member shall be adjusted to reflect the appropriate fair market value.

Section 4.8 Allocation of Profit and Loss

Except as may be required by the Internal Revenue Code or by this Operating Agreement, the Company's net profits, net losses, and other items of income, gain, loss deduction, and credit shall be allocated in proportion to each Member's Membership Interests. Notwithstanding the foregoing, and to the extent and in the manner required by and consistent with the applicable Treasury Regulations:

- (a) If there is a net decrease in the Company minimum gain for any fiscal year, each Member shall be allocated items of Company income or gain for such fiscal year (and, if necessary, succeeding fiscal years) equal to the Member's share of the net decrease in Company minimum gain.
- (b) If there is a net decrease in Member minimum gain, each Member with a share of Member minimum gain shall be allocated items of Company income and gain for such fiscal year (and, if necessary, succeeding fiscal years) in an amount equal to the Member's share of the net decrease in Member minimum gain.
- (c) Any Member who unexpectedly receives any adjustment, allocation, or distribution described in Treasury Regulation 1.704-1(b)(2)(ii)(d)(4), (5), or (6) shall be allocated items of Company income and gain (consistent with a prorated portion of each item of income, including gross income, and gain for such fiscal year) in an amount and manner sufficient to eliminate, as quickly as possible, any deficit in the Member's adjusted capital account.

Adjusted capital account deficit shall mean the deficit balance, if any, in a Member's capital account (i) increased by (a) the unpaid principal balance of the Member's

account deficit (as described in Section 4.5), (b) to the extent provided in Treas. Reg. §1.704-1(b)(2)(ii)(c), the amount of any unconditional obligation of such Member imposed by state or local law to make contributions to the Company, and (c) the amount the Member is deemed obligated to restore pursuant to the penultimate sentences of Treas. Reg. §1.704-2(g)(1) and Treas. Reg. §1.704-2(i)(5), and (ii) decreased by the items described in Treas. Reg. §§1.704-1(b)(2)(ii)(d)(4), (5) and (6). The foregoing definition is intended to comply with the requirements of the alternate test for economic effect contained in Treas. Reg. §1.704-1(b)(2)(ii)(d).

- (d) Any Company nonrecourse deductions shall be allocated among the Members in accordance with Treasury Regulation 1.704(2)(e).
- (e) Member nonrecourse deductions shall be allocated to the Members who bear the economic risk of loss with respect to the Member nonrecourse debt to which Member nonrecourse deductions are attributable.
- (f) Items of income, gain, loss, and deduction with respect to any property contributed to the Company by any Member shall be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its value for capital account purposes under any allocation method permitted, in accordance with IRC §704(c) and applicable Treasury Regulation, as determined by the Managing Member(s). If the value of the property is later adjusted, subsequent allocations of income, gain, loss, and deduction with respect to the property shall be made in accordance therewith.
- (g) In making the allocation of gain or profit among the Members, the ordinary income portion, if any, of such gain or profit caused by the recapture of cost recovery or any other deductions shall be allocated among those Members who were previously allocated the cost recovery or any other deductions in proportion to the amount of such deductions previously allocated to them. It is intended that the Members, as between themselves, shall bear the burden of recapture caused by cost recovery or other deductions that were previously allocated to them, in proportion to the amount of such deductions that have been allocated to them, notwithstanding that a Member's share of profits, losses or liabilities may increase or decrease from time to time. Nothing in this subparagraph (g), however, shall cause the Members to be allocated more or less gain or profit than would otherwise be allocated to them pursuant to this Article 4.

The Members intend that the allocations of the Company's profits and losses shall be applied in a manner consistent with IRC §704 and the Treasury Regulations promulgated thereunder, and the provisions of this Article 4 shall be interpreted in a manner consistent therewith.

Section 4.9 Distribution of Profits

The managing Members may make distributions to the Members from time to time upon the written approval of those Members whose combined Membership Interests equal 51% or more of the aggregate Membership Interests. Distributions may be made only after the managing Members

determine, in their reasonable judgment, that the Company has cash on hand exceeding the Company's current and anticipated needs (including operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any). All distributions shall be made to the Members in accordance with each Member's Membership Interest. Distributions shall be in cash or property, or both, as the managing Members determine. No distribution shall be declared or made if, after giving it effect, (a) the Company would not be able to pay its debts as they became due in the usual course of business, or (b) the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy on dissolution the preferential rights of other Members that are superior to the rights of the Members receiving the distribution. The managing Members shall endeavor to make distributions in cash to the Members at such times and in such amounts so as to enable the Members to pay the tax due on the income of the Company before the due dates therefore.

Section 4.10 Members' Interests in Company Profits

For purposes of determining each Member's share of "excess nonrecourse liabilities" of the Company, as such term is defined by Treas. Reg. §1.752-3(a)(3), and solely for such purpose, the Members' interests in Company profits are as described on Schedule A to the Members, in proportion to their Company Interests.

Section 4.11 Allocation Savings Provision

The allocation method set forth in this Article 4 is intended to allocate profits and losses to the Members for federal income tax purposes in accordance with their economic interests in the Company while complying with the requirements of Code §704(b) and the Treasury Regulations promulgated thereunder. If, in the opinion of the Managing Member(s), the allocation of profits or losses pursuant to the preceding provisions of this Article 4 shall not (1) satisfy the requirements of Code §704(b) or the Treasury Regulations thereunder, (2) comply with any other provisions of the Code or Treasury Regulations, or (3) properly take into account any expenditure made by the Company or transfer of a Membership Interest, then notwithstanding anything to the contrary contained in the preceding provisions of this Article 4, profits and losses shall be allocated in such manner as the Managing Member(s), in their sole and unrestricted discretion, determine to be required so as to reflect properly (1), (2) or (3), as the case may be, and the Managing Member(s) shall have the right to amend this Agreement without action by the Members to reflect any such change in the method of allocating profits and losses; provided, however, that any change in the method of allocating profits or losses shall not materially alter the economic agreement between the Members.

ARTICLE 5
MEMBERS

Section 5.1 Members

The name, capital contribution, and Membership Interest of each initial Member is set forth on Schedule A, which is attached hereto and made a part of this Agreement. Each initial Member's Membership Interest is reflected by the percentage in the column labeled "Membership Interest" on Schedule A, which interest is subject to being changed in accordance with other provisions of this Agreement. Those Members who are managing Members hereunder are so indicated on Schedule A. The aggregate or sum of the Membership Interests of all Members is known throughout this Agreement as the aggregate Membership Interest.

Any changes in the identity or Membership Interests of one or more Members or managing Members shall be duly recorded and signed by all managing Members and the Members whose Membership Interests have changed or been added.

Additional Members may be admitted at any time upon the written approval of 51% of all the Members. The conditions of admittance shall be set forth in an admission agreement executed by the person being admitted as a Member and all Members or their authorized agent.

Section 5.2 Powers

All Members, who are not assignees or disassociated, shall have the right to vote on any matter submitted to a vote of the Members. However, the following must be approved in writing by all managing Members and those remaining Members who represent 51% of the aggregate Membership Interests:

- (a) amendments to the Articles and/or the Agreement;
- (b) admission of assignees as Members or Substitute Members; and
- (c) continuation of the Company after any event that results in dissolution.

Section 5.3 Limited Liability

Except as otherwise provided by law, no Member shall be personally liable for any debts or obligations of the Company. In the absence of a written agreement or commitment to the contrary voluntarily executed by a Member, no Member can be required to make additional cash or other capital contributions to the Company. If a Member who has made loans to the Company has a deficit in his/her capital account balance at the time of termination and winding up, such loan amounts may be used to restore all or part of the deficit in the Member's capital account.

Section 5.4 Indemnification

When acting within the scope of his/her duties and obligations as imposed by this Agreement, a Member or managing Member shall be entitled to all indemnification authorized by the Act or by this Agreement.

Section 5.5 Participation in Conflicting or Competing Businesses

Nothing in this Agreement shall be construed to limit any Member's right to hold interests or participate in other businesses or business entities that compete with or are similar to the business conducted by the Company established by this Agreement.

ARTICLE 6 MANAGING MEMBERS

Section 6.1 Managing Members

One or more Members shall be authorized to be and act as managing Members (i.e., managers). Managing Members are those Members who are authorized to conduct the business affairs of the Company, having power to make the ordinary and usual decisions relating to the Company's business. Each initial managing Member is indicated on the list of initial Members contained on Schedule A, which is attached hereto and made a part of this Agreement. A majority vote of the managing Members shall bind all of the managing Members.

Section 6.2 Powers and Limitations

The managing Members shall be responsible for managing, controlling, and operating all the affairs of the Company, with each managing Member empowered to act as manager of the Company. The Members hereby agree that only managing Members and authorized agents of the Company shall have power and authority to bind the Company. Members representing 51% of the aggregate Membership Interests may agree that one or more managing Members shall not act as manager. Where there are no managing Members, power to manage the Company rests in all Members, jointly and severally. The managing Members, or the Members if there is no managing Member, may appoint a non-member manager to manage all or a part of the affairs of the Company. Notwithstanding the previous sentence, if a managing Member transfers his/her membership interest to a revocable living trust, then such managing Member, in his or her individual capacity, shall continue (without further action being required) as a managing Member of the LLC. Even if a non-member manager is employed, the managing Members, or Members if there is no managing Member, shall remain responsible for the proper management of the Company and the execution of the terms of this Agreement.

The powers of a managing Member shall include, but not be limited to, the following:

- (a) borrow money and incur liabilities for Company purposes;

- (b) pledge Company property to secure a loan to the Company;
- (c) purchase, lease or otherwise lawfully acquire assets for the Company;
- (d) buy, sell, transfer, exchange, convey, construct, improve, lease, sublet, mortgage, pledge, finance, refinance, operate, or maintain Company assets;
- (e) pay expenses, debts, and obligations of the Company;
- (f) execute any contract or agreement deemed by the managing Members to be advisable for Company purposes;
- (g) loan funds to any Member;
- (h) perform any legal act, which in the sole discretion of the managing Member, is necessary or advisable for implementing the terms of this Agreement;
- (i) open one or more depository accounts and make deposits into, write checks against, and make withdrawals against such accounts;
- (j) engage employees and agents and define their respective duties and compensation;
- (k) establish retirement plans and other benefit plans for Members and for employees of the Company;
- (l) obtain insurance covering the business and affairs of the Company and its property;
- (m) participate with others in partnerships, joint ventures and strategic alliances; and
- (n) begin, prosecute or defend any proceeding in the Company's name.

Any changes in the identity or Membership Interests of one or more managing Members shall be duly recorded and signed by all managing Members.

No financial institution or any other person, firm or corporation dealing with the managing Members shall be required to ascertain whether the managing Members are acting in accordance with this Agreement, but such financial institution or such other person, firm or corporation shall be protected in relying upon the deed, transfer or assurance of, and the execution of such instrument or instruments by the managing Members.

When the term "manager" is used herein, it shall include managing Members as well as non-member managers. As authorized by a managing Member or by the terms of this Agreement, the manager may represent the Company by employing, engaging, or otherwise dealing with any person, including persons directly or indirectly related to the manager or a managing Member, to provide products, services, or information to the Company at any time and in any form deemed by the manager to be in the best interests of the Company or to give effect to the terms of this

Agreement. Amounts paid for all such services, products, or information shall be reasonable. Out-of-pocket expenses paid by the manager on behalf of the Company are fully reimbursable to the manager.

Section 6.3 Restrictions

Despite the provisions of Section 6.2 above and except as provided by law or elsewhere within this Agreement, no managing Member shall do any of the following in the absence of approval from Members who represent 51% of the aggregate Membership Interests:

- (a) any act, duty, or obligation which, by the terms of this Agreement or by provisions of the Act, must be consented to by the Members;
- (b) add any Members to the Company;
- (c) cause the Company to engage in any business that is not consistent with the purposes of the Company as expressed in Section 1.4 of this Agreement;
- (d) add to or take away from the terms of this Agreement or otherwise change the respective Membership Interests of the Members;
- (e) allow any portion of any Membership Interest to be transferred or assigned;
- (f) sell, transfer, or otherwise dispose of all or substantially all of the Company's assets;
- (g) merge the Company into or with another entity; and
- (h) cause the Company to enter into a single transaction (or a series of related transactions) involving a dollar amount in excess of Ten Thousand Dollars and No Cents (\$10,000.00).

Except for loans from the Company to a Member, no managing Member may enter into a contract, lease, loan, or other agreement that would result in personal liability to a Member.

The Members shall possess the right to remove a managing Member. A managing Member may be removed by the vote of those Members who own at least 51% of the aggregate Membership interests. A new managing Member may be elected by the affirmative vote of those Members, including the former managing Member, that represent at least 51% of the aggregate Membership interests. A change in a Member's status to or from that of managing Member shall be duly recorded.

Section 6.4 Duties and Obligations

The managing Members shall have the duty to be actively involved in the management of the Company and shall diligently and faithfully execute all duties imposed upon him/her by this Agreement and by law. Anytime there is more than one managing Member, their duties and

obligations imposed by this Agreement shall be joint and several. Although the managing Members shall have power and authority to draw checks and bank drafts upon Company bank accounts, they shall not be required to spend or invest Company assets except as they deem in the best interests of the Company.

Section 6.5 Compensation

By signing this Agreement as a managing Member, each managing Member shall be deemed to have entered into a contract for personal services with the Company to perform each of the duties and obligations imposed by this Agreement. Managing Members and those they hire to assist them in fulfilling the purposes of the Company as contained in this Agreement shall have the right to be reasonably and properly compensated for their services. Such compensation, which may take the form of any combination of salary, bonuses, and benefits, shall be in addition to any share of Company profits that accrue for the benefit of or are paid to the managing Members. The compensation of managing Members shall be established by those Members who own at least 51% of the aggregate Membership Interests. If the cash flow of the Company in any given year is insufficient to pay the salary of the managing Members, the unpaid portion may be deferred with interest and paid in future years.

Section 6.6 Liability of a Managing Member/Indemnity

In the absence of fraud, bad faith, negligence, or other malfeasance, no managing Member is personally liable for more than his/her Membership Interest as evidenced by his/her capital contributions. A managing Member who has been guilty of fraud, negligence, bad faith, or other malfeasance shall save and hold harmless the Company and the Members from any loss, damage, claim, or liability incurred, arising out of the managing Member's breach, including reasonable attorney's fees. Insurance may be purchased by the Company to provide indemnity against any such damages.

The Company does hereby indemnify and hold harmless the managing Members and their agents, officers and employees as to third parties against and from any personal loss, liability or damages suffered as a result of any act or omission which the managing Members believed, in good faith, to be within the scope of authority conferred by this Agreement, except for willful or fraudulent misconduct, gross negligence or willful breach of fiduciary duties, but not in excess of the capital contributions of all Members. Notwithstanding the foregoing, the Company's indemnification of the managing Members and their agents, officers and employees as to a third party is only with respect to such loss, liability or damage which is not public liability, and all other insurance deemed necessary or appropriate by the managing Members to the business of the Company, shall be carried in such amounts and of such types as shall be determined by the managing Members.

Section 6.7 Meetings of Managing Members

In the event the Company has more than one managing Member, the managing Members may hold meetings, both regular and special, for the conduct of the Company's business at the principal office of the Company or at such other place as shall be designated in the notice of the meeting.

The managing Members may meet at such intervals and at such times as they shall schedule. Any scheduled meetings of the managing Members may be held without notice. Special meetings of the managing Members may be called at any time by no less than one-third of the then serving managing Members for any purpose or purposes. Notice of such special meetings, unless waived by attendance, or by written consent to the holding of the special meeting, shall be given at least five (5) days before the date of such meeting to all managing Members not calling the meeting, and shall state the date, hour, and location of the special meeting, and its purpose or purposes. Absent the written consent of a majority of the managing Members to take other action, the business transacted at such special meeting shall be limited to such purpose or purposes as stated in the notice.

A majority of the managing Members shall be necessary to constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the managing Members present at a meeting duly held at which a quorum is present shall be regarded as the act of the Company, unless a greater number is required by law or by the Articles of Organization. A majority of the managing Members present may adjourn any managing Members' meeting to meet again at a stated date and hour.

Any action which under any provision of the Act or this Agreement is to be taken at a meeting of the managing Members may be taken without a meeting by written consent signed by all of the managing Members who would be entitled to vote upon such action at a meeting. Such written consent must be kept with the records of the Company.

Section 6.8 Officers

The Manager(s) may appoint himself/herself/themselves or other individuals (whether or not employees or Members of the Company) as officers of the Company, which may include, but shall not be limited to, any one or more of the following: (i) a President; (ii) one or more Vice Presidents; (iii) a Secretary; and (iv) a Treasurer. The Manager(s) may delegate their day-to-day management responsibilities to any such officers, as determined by the Manager(s) from time to time, and such officers shall have the authority to contract for, negotiate on behalf of and otherwise represent the interests of the Company as so authorized by the Manager(s). In all events, the officers shall be subject to the direction and control of the Manager(s). If the Manager(s) determines to appoint an officer or officers for the Company, the officers shall be appointed in writing by a majority vote of the Manager(s). Each such officer shall hold office until his or her successor shall have been duly chosen and shall qualify until his or her death or until he or she shall resign or shall have been removed. An officer may resign at any time by delivering notice to the Manager(s). A resignation is effective when the notice is delivered unless the notice specifies a later effective date. Any officer may be removed by a majority vote of the Manager(s) at any time, with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Unless the Manager(s) decide otherwise, the officers shall have those duties and responsibilities set forth below:

- (a) The President shall be the chief operating officer of the Company and shall supervise and manage the business and affairs of the Company. The President may delegate to the other officers such of his or her authority and duties at such time and in such manner as he or she deems appropriate.
- (b) The Vice Presidents shall assist and act under the direction of the President. In the absence or disability of the President, the authority of the President shall descend to the Vice Presidents in the order of seniority in such office or as otherwise specified by the Manager(s).
- (c) The Secretary shall act under the direction of the President. The Secretary shall attend all meetings of the Members, record minutes of the proceedings and maintain the minutes and all documents evidencing Company action taken by written consent of the Members. The Secretary shall see to it that all notices of Members' meetings are duly given in accordance with applicable law, the Articles of Organization and this Agreement.
- (d) The Treasurer shall act under the direction of the President. The Treasurer shall have custody of the Company's funds and securities and shall keep full and accurate accounts of the Company's assets, liabilities, receipts and disbursements in books belonging to the Company. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Company in such depositories as may be designated by the Manager(s). The Treasurer shall disburse the funds of the Company as may be ordered by the Manager(s) or the President, taking proper vouchers for such disbursements, and shall render to the Manager(s) and the President an account of all his or her transactions as Treasurer and of the financial condition of the Company. If required by the Manager(s), the Treasurer shall give the Company a bond for the faithful discharge of his or her duties in such amount and with such surety as the Manager(s) prescribes.

ARTICLE 7

COMPANY ACCOUNTING

Section 7.1 Accounting Method

Accounting and income tax records for the Company shall be kept on a cash basis. Otherwise, all records shall be kept according to generally accepted accounting principles.

Section 7.2 Records and Financial Statements

Financial statements of the Company shall be prepared at least annually. Such statements or the Company's annual income tax return shall be mailed to each Member.

The Company shall maintain the following records at its principal place of business:

- (a) The name, current business address, and phone number of each Member;
- (b) An executed copy of the Articles of Organization as amended from time to time and any powers of attorney that have been executed by Members in accordance with the terms of this Agreement;
- (c) Copies of all tax returns and supporting documents that have been filed with federal, state, and local taxing authorities for at least the past four years;
- (d) Executed copies of this Agreement as amended from time to time; and
- (e) Company financial statements for at least the past four years; and

Section 7.3 Allocations on Contributed Property

In accordance with Code section 704(c), income, gains, losses, and deductions as to property contributed to the Company may be shared among the Members so as to take account of the variation between the basis of the property to the Company and its fair market value at the time of contribution.

Section 7.4 Tax Returns

The Company shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, and shall make any elections the Managing Member(s) (or if none, the Class A Members) may deem appropriate and in the best interests of the Members. Each Member shall furnish to the Company all pertinent information in its possession relating to Company operations that is necessary to enable the Company's income tax returns to be prepared and filed.

Section 7.5 Partnership Representative

7.5 Partnership Representative.

- (a) For purposes of Section 6223 of the Code, the "Partnership Representative" shall be the Manager(s) (or if none, a Member elected by the Class A Members). If any successor Partnership Representative shall cease to serve as the Partnership Representative for any reason, or if the Members, in the exercise of absolute discretion, revoke such designation as Partnership Representative by delivery of a written revocation to the individual or entity whose designation is revoked, or if the Partnership Representative is no longer eligible to serve, then the Partnership Representative shall be such Person selected by the Members, in the exercise of absolute discretion, to act as the Partnership Representative. The Partnership Representative may be any Person (including, but not limited to, a Member) that meets the requirements for a Partnership Representative under Section 6223 of the Code and the Regulations thereunder, including, without limitation, the requirement that the Partnership Representative have "a substantial presence

in the United States" as such phrase is defined therein. The Partnership Representative shall accept the appointment in writing and shall provide a written confirmation to the Company that it meets the requirements to act as a Partnership Representative under Section 6223 of the Code and the Regulations thereunder.

- (b) The Company shall designate the Person named or otherwise selected to act as Partnership Representative under this Agreement as the Partnership Representative on each Federal income tax return filed on behalf of the Company for each Fiscal Year, unless the Company is eligible to make, and the Manager acting on behalf of the Company have made, the election under Section 6221(b) of the Code on the Federal income tax return for that Fiscal Year or the Company is not being taxed as a partnership for that Fiscal Year.
- (c) The Partnership Representative shall keep the Members fully informed of any inquiry, examination, or proceeding under the Centralized Partnership Audit Regime. Any action by the Partnership Representative in connection with any such inquiry, examination, or proceeding shall be binding on the Company, the Manager and the Members, and the Manager and the Members have no right to contact the Internal Revenue Service or participate in an audit or other proceeding in connection with an audit of the Company.
- (d) Notwithstanding the foregoing, the Partnership Representative, by accepting the appointment as Partnership Representative, shall agree to consult with the Manager prior to making any election, settling any tax matter of the Company, or taking any actions to settle or litigate any adjustments sets forth in the notice of final partnership adjustment, to the extent it is reasonably possible to do so, and to act in accordance with any direction of the Manager with respect to such matters.
- (e) The Partnership Representative may resign by giving written notice to the Manager, such resignation to become effective upon the later of (a) delivery of such written notice of resignation, and (b) such date as permitted in accordance with the Centralized Partnership Audit Regime. Pending the effective date of the resignation, the resigning Partnership Representative shall follow the directions of the Manager in connection with the appointment of a successor Partnership Representative, and the filing of any statements, forms or other documents required by the Centralized Partnership Audit Regime.
- (f) Any Partnership Representative whose designation has been revoked shall follow the directions of the Manager in connection with the appointment of a successor Partnership Representative and the filing of such statements, forms and other document with the Internal Revenue Service as required by the Centralized Partnership Audit Regime pending the effective appointment of

a successor Partnership Representative pursuant to the Centralized Partnership Audit Regime.

- (g) The Partnership Representative shall act in good faith to carry out the duties, authority and responsibilities set forth in this Agreement and the Centralized Partnership Audit Regime. The Partnership Representative may reasonably rely on the advice of professionals, including, but not limited to, attorneys, accountants and other advisors, and shall not be liable to the Company or any Member for any damages, losses or costs arising from such reasonable reliance.
- (h) Each Member agrees to provide the Company with all information regarding the Member's tax returns and tax liabilities as requested from time to time, including but not limited to proof of payment of tax, amendment of tax returns, the Member's address, taxpayer identification number and current contact information, the Member's tax classification, the Member's status as a tax-exempt entity, the Member's status as an "eligible Partner" for purposes of the election under Section 6221(b) of the Code, and with respect to any Member that is an S-corporation, the name, taxpayer identification number, and tax classification of each shareholder of the S-corporation who was a shareholder at any time during the tax year of the S-corporation ending with or within the tax year of the Company. Each Member agrees to provide all such requested information within thirty (30) days of each such request. In addition, each Member shall notify the Company of any inconsistent treatment of any partnership item on the Member's return and of any settlement with the Internal Revenue Service regarding any partnership item within thirty (30) days of filing any such return or of entering into any such settlement. The Member's duties hereunder shall continue notwithstanding the transfer, assignment, sale, withdrawal, or other disposition of the Member's interest in the Company.
- (i) The Company shall pay or reimburse any and all reasonable expenses (including, but not limited to, professional and advisor fees) incurred by the Partnership Representative acting on behalf of the Company in connection with its duties under the Centralized Partnership Audit Regime.

Section 7.6 Section 754 Election

In the event of a distribution of property made in the manner provided in Code §734, or in the event of a transfer of any Membership Interest permitted by this Agreement made in the manner provided in Code §743, the Managing Member(s), on behalf of the Company, may, but shall not be required to, file an election under Code §754 of the Code in accordance with the procedures set forth in the applicable regulations promulgated thereunder.

Section 7.7 Availability of Financial Records to Members

At least once a year and as soon after preparation of the financial statements as possible, all Members shall be invited to a meeting in which the managing Members shall review and discuss the financial statements and report upon the Company's financial condition. If so requested in writing, a Member shall be entitled to a copy of any interim financial statement that has been prepared for the Company.

ARTICLE 8

TRANSFER AND DISPOSITION OF MEMBERSHIP INTERESTS

Section 8.1 Voluntary Transfers

Except as may otherwise be provided in any separate buy-sell agreement between the Members, any Member may sell, pledge, transfer, exchange, hypothecate, encumber, give, devise, assign or otherwise dispose of his/her Membership Interest without the written consent of the Members; provided, however, the transferee first agrees in writing to be bound by the terms of this Agreement.

Although it is intended that the Membership Interests established herein need not be registered or qualified under federal or state securities laws, no Membership Interest may be offered for sale or otherwise transferred or pledged unless the Membership Interest is so registered or qualified or unless the transfer qualifies as an exemption to the registration or qualification requirements. Any such exemption from registration or qualification must be confirmed by a legal opinion of counsel satisfactory to this Company. Any attempt to transfer a Membership Interest other than by the provisions of this Section 8.1 shall be null and void.

Despite anything in this Agreement to the contrary, no person, including any real or attempted assignee, may become a Substitute Member without the prior consent of the Members according to the provisions herein; provided, however, if a Member transfers his/her Membership Interest to a revocable living trust (which by its terms provides that the Member is the grantor, trustee and beneficiary of all of the trust income), such revocable living trust shall automatically become a Substitute Member (without the prior consent of the Members).

An assignee not accepted as a Substitute Member shall possess no voting rights of a Member, except to receive the share of the assigned Membership Interest to the income, gain, loss, deduction, credit, and distributions to which assignor would have been entitled. Any such assignee who attempts to further assign his/her Membership Interest, as it be, shall be subject to the same restrictions upon transfer as if he/she were the original assignor.

No Member may withdraw and receive the fair value of his/her Membership Interest until the earlier of the date the Company liquidates and winds up its affairs or a date agreed upon for such and memorialized in writing by all the Members of the Company.

The capital account of the assignee shall be equal to the capital account of the assignor attributable to the transferred Membership Interest.

Section 8.2 Death, Incapacity, or Bankruptcy

Except as may be otherwise provided in any separate buy-sell agreement between the Members, the legal representative of a deceased Member's estate may exercise all of the decedent's rights and powers as a Member, and the decedent's Membership Interest will continue and pass to those entitled thereto upon the Member's death.

If a Member has executed a durable power of attorney that authorizes his/her attorney in fact to act in his/her stead or if letters of guardianship have been issued on behalf of the Member, the legal representative or guardian so appointed may exercise any or all of a Member's rights and powers and will be entitled to receive distributions of any sort from the Company. There is no duty on the part of the managing Members to inquire as to the application or use of funds delivered to a legal representative or guardian.

In the case of the death, incapacity, legal incompetence, or bankruptcy of a Member and if there are two or more other Members, including the designated beneficiary, legal representative, guardian, or attorney in fact of a Member, the Company shall, upon approval of all managing Members and those remaining Members who represent 51% of the aggregate Membership Interests, continue uninterrupted as provided under the Act.

Section 8.3 Substitution of Member

No assignee or transferee of a Membership Interest shall have the right to become a Substitute Member, thereby taking the place of the assignor Member, unless each of the following conditions are met:

- (a) all of the Members have given their written consent to the assignee becoming a Substitute Member;
- (b) a notarized, written assignment setting forth the clear intention of the assignor that the assignee become a Substitute Member;
- (c) unless otherwise waived in writing by the Members, the Membership Interest being acquired must be 100% of the assignor's Membership Interest;
- (d) the execution by the assignee or assignor of any document required by the managing Members, including but not limited to a power of attorney in a form prescribed by the managing Members;
- (e) payment of a reasonable transfer fee of up to \$2,500 by the assignee, as required by the managing Members;

- (f) where the assignee has not been duly accepted as a Substitute Member and when the vote or consent of the Members is required in any matter, the assignor shall be deemed to have retained the transferred Membership Interests for the sole purpose of determining the share held by him/her in weighting his/her vote;
- (g) the managing Members need not amend this Agreement more often than quarterly to reflect the proper substitution of Members, and, until the amendment is made, the assignee shall not become a Substitute Member;
- (h) upon the withdrawal, death, bankruptcy, or legal incompetence of a Member (or the dissolution of a Member which is a legal entity), the Company shall not dissolve but, upon approval of all managing Members and those remaining Members who represent 51% of the aggregate Membership Interests, shall continue uninterrupted. When a Member dies or becomes legally incompetent, his/her legal representative shall possess all the rights and powers conferred upon him/her by the Act; and
- (i) all other conditions pertaining to transfer or assignment provided herein have been met.

Section 8.4 Transfers of Membership Interests to Family Members

Notwithstanding anything contained herein to the contrary, except as may otherwise be provided in any separate buy-sell agreement between the Members, if the transferee of a Membership Interest is a member of the transferor's family (as defined below), such transferee shall automatically become a Substitute Member (without the prior consent of the Members). As used in this Agreement, the term "family" shall mean a Member's spouse, descendants, ancestors, the descendants of a Member's ancestors, the descendants of a Member's spouse, the spouses of such descendants, a trust for the benefit of such persons, and/or a partnership, limited liability company or corporation comprised entirely of such persons. A person shall be considered the descendant of any person if they were legally adopted by that person prior to attaining the age of eighteen (18) years. In addition, with respect to any Member that is an entity, transfers to the owners of such entity (either upon dissolution of the entity or otherwise) shall be deemed to be a transfer to a family member.

Section 8.5 Right of First Refusal

Except as may otherwise be provided in any separate buy-sell agreement between the Members, and notwithstanding anything contained in this Agreement to the contrary, no Member shall sell his/her Membership Interests to someone other than a member of his/her family (as that term is defined in Section 8.4) without first offering (in writing) to sell such Membership Interests to the other Members upon the same price and terms. The other Members shall have thirty (30) days from receipt of such notice to purchase such proportionate number of all (but not less than all) of the Membership Interests owned by the selling Member as the Membership Interests owned by him/her bears to the aggregate Membership Interests of all Members (other than the selling Member), and should a Member not purchase all of the Membership Interests allocated to him/her, the other Members shall have the right to purchase the balance. All Membership Interests purchased pursuant

to this option shall remain subject to the terms of this Agreement. If all of the offered Membership Interests are not purchased within the aforesaid period, the selling Member shall have an additional sixty (60) days to sell his/her Membership Interests to the proposed buyer, but not at a price less than originally offered without first offering to sell such Membership Interests to the other Members at such lesser price. If the Membership Interests are not sold within said sixty (60) day period, they shall again be subject to all of the provisions of this Agreement.

ARTICLE 9

AMENDING THE AGREEMENT/TERMINATING THE COMPANY

Section 9.1 Amending the Operating Agreement

Each Member hereby authorizes the managing Members to amend this Agreement from time to time. However, unless previously authorized in writing by all managing Members and those remaining Members who represent 51% of the aggregate Membership Interests, no managing Member shall have power to amend this Agreement in such a way so as to:

- (a) enlarge the rights or powers or diminish the duties or obligations of the managing Members;
- (b) diminish the rights or powers or enlarge the duties or obligations of the managing Members;
- (c) appoint, add, or remove a managing Member unless otherwise so authorized herein;
- (d) alter the term of the Company as provided in Article 2 or change this Section 9.1; or
- (e) modify or otherwise affect the rights and restrictions pertaining to the assignability of Membership Interests.

The managing Members must communicate any amendments to each Member on a timely basis in writing.

Unless otherwise prohibited herein or by law, any part of this Agreement may be amended by the affirmative vote of all managing Members and those remaining Members who represent 51% of the aggregate Membership Interests. However, no vote of the Members may take away any interest or right that has become vested in any Member. A copy of any such vote showing all the Members who voted and how they voted shall be promptly sent to each Member at his/her last known address.

Section 9.2 Dissociation

A Member shall become disassociated from and cease to be a Member of the Company upon the happening of any of the following events:

- (a) the withdrawal of a Member with the consent of all remaining Members;
- (b) the bankruptcy of a Member;
- (c) the death, incapacity, or legal incompetence of a Member;
- (d) the termination of a trust who is a Member;
- (e) the dissolution and commencement of winding up or the filing of a certificate of dissolution of a corporation or other organization who is a Member; or
- (f) the distribution by a deceased Member's personal representative of the estate's entire interest in the Company.

If, under the terms of this Agreement, a Member's dissociation causes the Company to terminate and wind up its affairs, the dissociated Member shall be entitled to distributions as a pro rata share of his/her Membership Interest.

Subject to the provisions of Section 8.4, if, under the terms of this Agreement, a Member's dissociation does not cause the Company to terminate and wind up its affairs, the dissociated Member, or his/her legal representative or successor in interest, shall have all the rights of an assignee who has not been accepted as a Substitute Member.

Section 9.3 Dissolving or Terminating the Company

In the case of the death, incapacity, legal incompetence, or bankruptcy of the last Member, the Company may continue uninterrupted under management of the personal representative, guardian, or attorney in fact of the deceased, incapacitated, incompetent, or bankrupt Member until the Member's Membership Interest can be transferred to the Member's designated successor beneficiary or beneficiaries.

In the absence of the right and power to do so as conferred by this Agreement, no Member shall have the right or power to compel dissolution of the Company, even if such power is otherwise conferred by law. As long as the Company shall exist, the Members agree to waive any right to compel dissolution or partition of the Company or any property owned by the Company.

No Member shall possess an ownership interest in the property of the Company. As long as all managing Members and those remaining Members who represent 51% of the aggregate Membership Interests approve, the Company shall not terminate or dissolve by reason of any of the following, which are descriptive but not exclusive:

- (a) the death, disability, transfer, or substitution of a Member;
- (b) the death, disability, removal, addition, resignation, or refusal to act of a managing Member;

- (c) the insolvency or bankruptcy of a Member;
- (d) the withdrawal of a Member, unless there are no remaining Members;

Any act or omission that may be otherwise construed to be a termination or dissolution of the Company shall, to the greatest extent permitted by law, be construed to be an intended reconstitution and continuation of the Company, not requiring liquidation and winding-up.

Upon the dissolution and/or termination of the Company, the managing Members shall proceed with the liquidation of the Company and the sale of its assets. If the Members cannot agree upon the price and terms for such a sale, they shall appoint (by a vote of those Members who represent 51% of the aggregate Membership Interests) a receiver to conduct the sale and to determine the price and terms. The proceeds of such liquidation shall be applied and distributed in the following order or priority:

- (a) to the payment of the debts and liabilities of the Company (other than any loans or advances that may have been made by the Members to the Company) and to the expenses of liquidation;
- (b) to the payment of any loans or advances made to or for the benefit of the Company by a Member, or for any compensation owed to any of the managing Members, but if the amount available for repayment shall be insufficient, then the amount available shall be distributed among the applicable Members through the use of a fraction whose numerator is the amount owed to a single Member and whose denominator is the total amount owed to all Members (thus, for example, if Member A were owed \$2,000 and Member B were owed \$1,000, and the amount available to compensate them was \$600, then Member A would receive \$400 ($\frac{2}{3}$ of \$600) and Member B would receive \$200 ($\frac{1}{3}$ of \$600));
- (c) to the setting up of any reserves which the managing Members may deem reasonably necessary in order to meet any contingent or unforeseen liabilities or obligations of the Company arising out of, or in connection with, the business of the Company. Said reserves shall be paid over by the managing Members to any financial institution, as escrow agent, with trust authority in the county in which the principal accounting records of the Company have been maintained in order to be held by it for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies or liabilities; and at the expiration of such period as the managing Members shall deem advisable, the financial institution shall distribute the balance remaining in the manner provided in this Section 9.3 and in the order named above;
- (d) to the payment of the balance, if any, of the respective Member's positive capital accounts; and
- (e) to the payment of the balance, if any, of the respective Membership Interests of the Members, pro rata.

ARTICLE 10
ARBITRATION

The parties will submit all disputes arising under or related to this Agreement first to facilitative mediation with a facilitator of their mutual choosing in an attempt to resolve the dispute(s). If facilitator selected believes that a facilitative resolution is not possible, the parties then will submit to binding arbitration according to the then prevailing rules and procedures of the American Arbitration Association. Michigan law will govern the rights and obligations of the parties with respect to the matters in controversy. The arbitrator will allocate all costs and fees attributable to the arbitration between the parties equally. The arbitrator's award will be final and binding and judgment may be entered in any court of competent jurisdiction. The arbitration shall be conducted in the same city that the Company has its principal place of business.

ARTICLE 11
MISCELLANEOUS

Section 11.1 Distributions

Any distributions of cash or property made in accordance with this Agreement shall be made to the persons so entitled at their respective addresses as contained in a notice executed and delivered to the Company in accordance with Section 11.2.

Section 11.2 Notices

Unless expressly provided otherwise in this Agreement, all waivers, requests, notices, consents, approvals, offers, acceptances, elections, certifications, objections or other official communications permitted or required by this Agreement shall be in writing, duly signed by the person making the official act or request, and delivered personally or by U.S. mail to the Member or Company receiving the writing at the most current address provided by the Member to the Company. Correspondence sent by mail shall be deemed to have been delivered on the third day after depositing the correspondence in the mail. Receipt shall be obtained by the sender for all deliveries.

Section 11.3 Governing Law

This Agreement shall be governed by and subject to the laws of the state of Michigan, with particular reference to the Michigan Limited Liability Company Act and without giving effect to conflicts of law principles.

Section 11.4 Whole Agreement

This Agreement, including Schedules A and B, shall constitute the entire agreement by and among the parties and supersedes all prior understandings or agreements with respect to the matters

provided for herein; provided, however, if the parties have also entered into a buy-sell agreement and there is a conflict between the terms of this Agreement and said buy-sell agreement, the terms of the buy-sell agreement shall control.

This Agreement may be altered or amended only in accordance with the terms expressed herein.

Section 11.5 Waiver

Any party who fails to seek redress for any violation of or to insist upon the strict performance of any provision of this Agreement does not thereby waive his/her or her right to assert that a later act of a similar nature is a violation of the terms of this Agreement. Unless otherwise provided by the terms of this Agreement, no waiver, modification, or termination of this Agreement shall be effective, unless it is made in writing, duly executed by the one making the writing, and delivered personally or by U.S. mail to the party receiving the writing at the most current address provided by the Member to the Company. Correspondence sent by mail shall be deemed to have been delivered on the third day after depositing the correspondence in the mail. Receipt shall be obtained by the sender for all deliveries. In the absence of such a writing, no act shall be deemed to be a waiver of any right or obligation required by this Agreement.

Section 11.6 Counterparts

This Agreement shall be executed in one or more counterparts or signature pages and, even though all parties do not execute the same counterpart or signature page, each of the counterparts and signature pages shall be deemed to be an original as if it had been executed by all parties who sign at least one of the counterparts or signature pages. All such documents shall constitute a whole instrument binding on and reflecting the agreement of all the parties. Members shall be permitted to become parties to this Agreement by signing a "signature page" in a form approved and signed by the managing Members.

Section 11.7 Severability

All provisions of this Agreement shall be severable. Any provision that, for any reason, is determined to be invalid shall not affect the validity of any other provision of the Agreement.

Section 11.8 Gender and Number

Unless otherwise required by the context of the Agreement, a masculine pronoun shall include the feminine and neuter, and vice versa, and the singular shall include the plural, and vice versa.

Section 11.9 Binding Agreement

This Agreement is binding upon all the parties, their heirs, devisees, successors, legal representatives, and permitted assignees but shall not be deemed to be for the benefit of creditors.

Section 11.10 Construction

All article and section headings set forth in the Agreement are intended for convenience only and shall not control or affect the meaning, construction or intent of this Agreement or any provision thereof.

Words such as "herein," "hereinafter," "hereunder," "hereto," or "hereof" refer to this Agreement as a whole and do not refer to a subdivision of the Agreement unless the context clearly so requires.

Section 11.11 Cumulative Rights

Rights and remedies provided by this Agreement are cumulative and are not lost by a party's failure to exercise such rights and remedies.

Section 11.12 Schedules

Schedules A and B, as amended from time to time, are incorporated herein by reference and constitute a part of this Agreement.

Section 11.13 Meetings

Managing Members or Members owning more than 10% of outstanding aggregate Membership Interests may call special meetings of the Members to address any matter upon which the Members are permitted by this Agreement to vote. Members calling such a meeting shall give a written request to a managing Member who shall notify all Members of the meeting within two weeks of receiving the request. The managing Member shall designate a time and place in the notice and shall schedule the meeting within 60 days of receiving the request. The notice of the meeting shall set forth the nature of the request, including the specific topics to be discussed and voted upon at the meeting.

Members may vote in person or by proxy. At least 51% of the aggregate Membership Interests must be present in order to constitute a quorum for doing business.

The managing Members must maintain a list of the names and addresses of all the Members at the principal office of the Company. Such list shall be made available at reasonable times for review and inspection of any Member or his/her representative. The managing Members shall also furnish a copy of such list to any Member who requests a copy and may require the Member requesting the copy to pay the reasonable costs of copying and mailing the list.

All actions of the Members provided for herein may be taken without a meeting by the written consent of all Members eligible to vote on such action.

Section 11.14 Waiver of Conflict of Interest

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT, FOR PURPOSES OF CONVENIENCE AND ECONOMY THEY HAVE ASKED DAVID P. SUTHERLAND, ESQ., AND THE LAW FIRM OF WAKEFIELD, SUTHERLAND & LUBERA, P.L.C. TO PREPARE THIS AGREEMENT. EACH PARTY WAIVES ANY AND ALL CONFLICTS OF INTEREST ARISING IN CONNECTION WITH THE DRAFTING OF THIS AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED AND HAVE HAD THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY SEPARATE LEGAL COUNSEL OF THEIR OWN CHOOSING.

IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement on the date written above.

MEMBERS:



DAVID PENDY



SUSAN PENDY

COMPANY:

Pendy's Restaurant Group, LLC


By: _____
DAVID PENDY, Manager


By: _____
SUSAN PENDY, Manager

SCHEDULE "A"

**LIST OF INITIAL MEMBERS AND THEIR MEMBERSHIP INTERESTS
IN
PENDY'S RESTAURANT GROUP, LLC**

<u>MEMBERS</u>	<u>CAPITAL CONTRIBUTIONS</u>	<u>MEMBERSHIP INTEREST</u>	<u>MANAGER (Y/N)</u>
DAVID PENDY	\$325,000	50%	YES
SUSAN PENDY	\$325,000	50%	YES

SECOND ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made on February 10, 2023 (the "Effective Date"), between 20930 MACK AVENUE, INC, a Michigan corporation ("Seller"), and PENDY'S RESTAURANT GROUP, LLC, a Michigan limited liability company ("Purchaser" and, together with Seller, the "Parties"). Capitalized terms shall have the meaning given to them in this Agreement.

RECITALS

This Agreement is made with reference to the following facts and circumstances:

A. Seller owns and operates a certain restaurant business and the assets used in connection with such business (the "Business") under the name of Trattoria Serventi (the "Name"), located at 20930-20934 Mack Avenue, Grosse Pointe Woods, Michigan 48236 (the "Location"), together with: (i) certain licenses (collectively, the "MLCC License") issued by the Michigan Liquor Control Commission identified as Business ID No. 898 (the "MLCC") and all permits issued by the MLCC in connection with the MLCC License (collectively, the "MLCC Permit") used in connection with the Business at the Location. Seller also is a party to two leases for the Location in which he runs the Business: the "Courvier Lease" for 20930 Mack Avenue, and the "Hague Lease" for 20926 Mack Avenue (collectively referred to as "Leases").

B. Seller desires to sell and Purchaser desires to purchase Seller's interest in the Purchased Assets (as defined in this Agreement), including the transfer by Seller to Purchaser of the MLCC License and the MLCC Permit used in connection with the Business, subject to approval by the MLCC on the terms and subject to the conditions in this Agreement.

C. Seller and Purchaser entered into a previous Asset Purchase Agreement for the same assets set forth in this Second Asset Purchase Agreement that was properly and effectively terminated by Purchaser. Seller and Purchaser acknowledge and agree that Purchaser's termination of the previous Asset Purchase Agreement is effective, and that the previous Asset Purchase Agreement is null and void.

Accordingly, the Parties agree as follows:

AGREEMENT OF THE PARTIES

1. Agreement to Purchase and Sell Assets.

1.1 **Assets Purchased and Sold.** At the Closing, subject to the conditions set forth in this Agreement, Purchaser shall buy and Seller shall sell, assign, convey, transfer, and deliver to Purchaser all of the assets, rights, and interests, tangible or intangible, that on the Closing Date are owned by Seller and utilized in connection with the Business, including but not limited to the following assets (collectively, the "Purchased Assets"):

A. **Trade Fixtures.** Trade fixtures and equipment, as defined in the Michigan Uniform Commercial Code (the "UCC") utilized in connection with the Business ("Trade Fixtures and Equipment").

B. **Intangible Assets.** All names, logos, slogans, trademarks, copyrights, know-how, processes, trade secrets, telephone numbers, telephone listings, software programs, license agreements, and all other information used in connection with the Business, including Internet addresses for the Business (the "Intangible Assets"). Recipients are excluded from the Intangible Assets.

C. **Purchase Orders.** Any existing vendor purchase orders that have not been completed before the Closing (the "Purchase Orders").

D. **Miscellaneous Records.** Any records, files, lists, and other tangible assets that pertain to the Business, including lists and records pertaining to Seller's suppliers, advertising, promotional material, delivery, and operations, except for Seller's customer list, corporate, accounting, and tax documents, software, and programs (the "Miscellaneous Records").

E. **Contracts.** All contracts and service agreements (the "Contracts") used in connection with the Business.

F. **Inventory.** All inventory (as defined in the UCC) used in connection with the Business (the "Inventory").

1.2 **Excluded Assets.** The Purchased Assets specifically excludes, however, the following assets (collectively, the "Excluded Assets"), all of which shall be retained by Seller:

- A. Seller's cash, cash equivalents, and investments.
- B. All accounts receivable for transactions occurring before the Closing Date.
- C. Seller's minute books, membership records, and company seals, if any.
- D. Seller's insurance policies and all rights thereunder.
- E. Seller's personnel records and other records that Seller is required by law to retain.
- F. Seller's books of account, all accounts receivable, prepaid expenses, prepaid taxes, credit plan reserves, lease deposits, and any deferred tax credits.
- G. Seller's claims for refund of taxes and other governmental charges of whatever nature.
- H. Seller's rights under this Agreement, the bill of sale and the assignment and assumption agreement.
- I. Owner's miscellaneous items of personal property and possessions that are not a part of the operation of the Business but may be located within or displayed within the business.

Unless otherwise agreed in writing, Seller shall remove the Excluded Assets from the Location as soon as possible after the Closing Date but in no event later than 30 days after the Closing Date. If Seller fails to comply with the foregoing provisions, Purchaser may dispose of such items at Seller's expense or make such other arrangements as Purchaser may determine appropriate.

1.3 **Leases.** Seller shall assign its interests in the Leases to Purchaser at the time of Closing, if applicable. If not, Buyer shall enter into new Leases for the Location. Seller acknowledges and understands that Buyer obtaining Leases for the Location on reasonable terms and conditions is a condition precedent for Closing under paragraph 12, below. Some of the proceeds from closing will be used to resolve a delinquency under the Seller's Courier Lease. It is the intent of all parties that a portion of the proceeds from the sale will be escrowed and used to satisfy this delinquency at closing.

1.4 **Transfer of MLCC License.** Seller shall transfer and Purchaser shall acquire the MLCC Licenses and any MLCC Permits used in connection with the Business, subject to approval of the MLCC as more particularly set forth in this Agreement. Seller represents and warrants that it will work cooperatively with Purchaser to transfer

the MLCC Licenses and MLCC Permits to Purchaser as soon as practicable, including signing an application for a Conditional License if requested by Purchaser. Seller acknowledges and understands that Purchaser obtaining a Conditional Liquor License is a condition precedent for Closing under paragraph 12, below.

1.5 Liabilities Assumed and Excluded.

A. **Assumed Liabilities.** As of the Closing Date, Purchaser shall assume, pay, and perform in due course the liabilities of Seller under the Contracts, Purchase Orders, and the Lease (if applicable) arising after the close of business on the day before the Closing Date and the trade payables and other liabilities of the Business (the "Assumed Liabilities").

B. **Excluded Liabilities.** Except for the Assumed Liabilities, Purchaser does not assume any other liabilities or responsibilities whatsoever of Seller or the Business as conducted by Seller through the Closing Date ("Liabilities"), including but not limited to the following liabilities that are retained by Seller (the "Excluded Liabilities"): (i) any liability under any Contract or Purchase Order expressly assumed by Purchaser that arises within 30 days of the Closing Date but which relates to any breach of the Contract or Purchase Order by Seller before the Closing Date; (ii) any liability for taxes, including any taxes arising as a result of Seller's operation the Business or ownership of the Purchased Assets before the Closing Date, (iii) any liability relating to payroll, vacation, sick leave, worker's compensation, unemployment benefits, or any other employee benefits accruing before the Closing Date, and (iv) any liabilities related to prior lease agreements or bank loans.

2. **Due Diligence.** Purchaser shall have a due diligence period up to and including February 28, 2023, to assess the condition of the Business, Location, and Purchased Assets, including but not limited to the equipment, to verify their conditions and that there are no outstanding liens against them. Purchaser's Due Diligence period begins immediately. If, in Purchaser's sole discretion, it is not satisfied with the condition of the Business, Location, and Purchased Assets, including but not limited to the equipment, or Purchaser has concerns about any actual or threatened liens against the Business, Location, or Purchased Assets and equipment, this Agreement shall be null and void, and Purchaser will be returned any money that it has paid toward the contemplated transaction.

3. Purchase Price.

3.1 **Purchase Price; Allocation of Assets.** If Purchaser is satisfied with the due diligence, the consideration for the Purchased Assets (the "Purchase Price") is \$450,000. The Purchase Price shall be delivered by Buyer to Seller as set forth in the next Section. The Purchase Price shall be allocated for tax purposes in the manner the Parties agree not more than 30 days after the Closing Date. Pursuant to Section 1060 of the Internal Revenue Code of 1986, as amended, the Parties agree to file Internal Revenue Service Form 8594 and other forms required by law in accordance with the allocation of assets. The parties agree that the purchase price shall be allocated as follows: \$250,000.00 for furniture, fixtures and equipment, \$100,000.00 for the liquor license, \$90,000.00 for goodwill, and \$10,000.00 for inventory.

4. Terms of Payment.

4.1 **Deposit.** Purchaser shall deposit with Seller's Escrow Agent, Chirco Title, the sum of \$50,000 (the "Deposit") subject to Purchaser's due diligence. On Purchaser's satisfaction with the due diligence, the deposit shall be credited to the payment of purchase price's downpayment at closing set forth in paragraph 4.2 below. In the event the Purchaser is not satisfied with the due diligence and provides notice to the Seller prior to closing of his intent to terminate this Agreement, Escrow Agent shall return the Deposit to Purchaser.

4.2 Downpayment. Purchaser shall pay Seller a downpayment of \$250,000.00 at Closing in immediately available funds by wire transfer to an account specified by Seller as payment on the Purchase Price. The first \$50,000.00 of the downpayment shall be the Deposit money set forth in paragraph 4.1, above, and Purchaser shall pay the remaining \$200,000.00 downpayment at Closing.

4.3 Promissory Note. Purchaser shall execute and deliver a promissory note to Seller in the amount of \$200,000.00 payment in 60 equal monthly payments on mutually convenient terms and conditions. The payment schedule shall include interest paid by the Purchaser to the Seller at a commercially reasonable rate of prime plus 1% as of the date of execution of this Agreement. Purchaser's payment under the Promissory Note will not begin until the first day of the month following the month Seller receives tax clearance from the State of Michigan pursuant to paragraph 6, below. Purchaser's payment schedule will be attached as an exhibit to the promissory note, and there will be no prepayment penalty. The Promissory Note shall be in the name of the Purchaser's business but also personally guaranteed by David Pandy.

In the event that Purchaser shall be in violation of the terms of the Promissory Note and the Purchaser fails to cure this violation within thirty days after receiving written or electronic notice of a violation, then the Seller shall have the right to declare this Agreement in default (a "Default."). The effect of Default shall be that all tangible and intangible assets purchased under this Agreement shall immediately be returned to the Seller. Further, the Seller shall be entitled to retain all funds paid by the Purchaser up to the date of Default and shall be free, at its sole and complete discretion, to re-open the business, operate the business under a different trade name, or list the business for sale.

5. Adjustments. At the Closing, the following shall be adjusted or apportioned and, to the extent practicable, all such prorations shall be computed and paid at the Closing, and to the extent not practicable, as soon as practicable after the Closing:

5.1 Taxes on Purchased Assets. Purchaser shall pay all taxes and assessments that may be levied on any Purchased Assets that become due after the Closing Date and that arise from actions of Purchaser after the Closing; provided that Seller shall pay for all taxes on Purchased Assets that arise from Seller's ownership or operation of the Business on or before the Closing and that may be due on, before, or after the Closing Date. Current real and personal property taxes shall be prorated and adjusted between the Parties as of the Closing Date on a due-date basis on the assumption that such taxes are paid in advance.

5.2 Miscellaneous Business Taxes. All social security, sales, use, withholding, and Michigan business taxes for all years up to and including 2021 and all quarters for 2022 immediately preceding the Closing Date shall be paid in full by Seller, regardless of when payment of such amounts become due.

5.3 Miscellaneous. If applicable, adjustments shall be made for payroll and any other prepaid items, and any other unspecified unpaid taxes.

5.4 Transfer Fees; Sales Taxes. Purchaser shall pay all transfer fees and applicable sales taxes but excluding Seller's income or other taxes in the nature thereof, arising under or on account of the purchase and sale of the Purchased Assets.

5.5 Timing of Adjustment. Except as otherwise provided in this Agreement, the net amount of any of the adjustments set forth in this Agreement shall be either an increase or a decrease of the payments to be made at the Closing to the extent practicable.

5.6. Water and other utilities. Water and utilities shall be prorated and computed and paid at Closing, and to the extent not practicable, as soon as practicable after Closing.

6. **Title.** At the Closing, title to the Purchased Assets shall be free, clear, and unencumbered, as specifically set forth in this Agreement. Immediately after the Closing, Seller shall make application for issuance of a conditional tax clearance to the Michigan Department of Treasury pertaining to sales, use, Michigan business, income, payroll withholding, and unemployment taxes. Seller shall assume the responsibility for the preparation of all appropriate returns and reports for submission of application for issuance of conditional tax clearance.

7. **Representations, Covenants, and Warranties of Seller.** Seller represents, covenants and warrants to the following as of the Effective Date:

7.1 **Status of Seller.** Seller is a Michigan limited liability company duly organized, validly existing, and in good standing under the laws of the State of Michigan.

7.2 **Authority.** This Agreement is and, when properly executed by Seller, all instruments necessary to carry out the transactions contemplated by this Agreement (the "Related Documents") will be, the legal, valid, and binding obligations of Seller.

7.3 **Status of Contracts.** Seller has, to the best of Seller's knowledge, complied with all of the material provisions of the Contracts to which Seller is a party.

7.4 **Insurance.** All assets owned by Seller are and will be adequately insured against fire and casualty until the Closing Date (the "Policies"). Seller has not received any notice of any change in or any cancellation of the Policies.

7.5 **Licenses and Permits.** Seller presently possesses and will continue to possess until the Closing Date all governmental licenses, permits, and other authorizations that are necessary for Seller to own and operate the Business as presently conducted.

7.6 **Employees.** As of the Closing Date, Seller will terminate all employees and will pay to all employees all wages, salaries, commissions, bonuses, and other compensation. Purchaser will offer to reemploy all of the employees on the Closing Date. On the Closing Date, Seller and Purchaser shall jointly announce the Agreement to Seller's employees and shall cooperate so that Seller's notices of termination and any offers of employment by Purchaser are delivered simultaneously so that appropriate management representatives may explain the termination and any offers of employment to the employees. The Parties recognize that this Agreement does not bind any employee of the Seller to accept employment with the Purchaser. In addition, nothing prevents the Seller from making employment offers to any of Seller's employees under another business of the Seller.

7.7 **Condition of Purchased Assets.** The Purchased Assets are presently operating and have been regularly maintained and will be in the same working condition as of the Closing Date.

7.8 **No Violation or Breach.** The performance of this Agreement will not be in violation of any laws, statutes, local ordinances, state or federal regulations, court or administrative order, or ruling, nor is the performance of this Agreement in violation of the conditions or restrictions in effect for financing pursuant to any loan documents, whether any such loan is secured or unsecured.

7.9 **No Liens.** Seller warrants that the only liens on the purchased assets, the MLCC License or the MLCC Permit are one held by Middesk, Inc. that would affect Seller's ability to freely and clearly transfer title to the assets, the MLCC License or the MLCC Permit to Purchaser. Seller warrants that it/he will obtain releases of all liens prior to Closing or will hold sufficient sums in escrow at closing to pay off the lien. Seller's obtaining the releases of all liens on the purchased assets, the MLCC License or the MLCC Permit is a condition precedent to Closing, which can be resolved through the escrow at closing.

7.10 Lease. The Parties acknowledge that Seller is currently in a holdover status with the Landlord. As such the Parties agree that Purchaser shall immediately initiate negotiations of his own lease, contingent upon Closing. The parties again acknowledge and agree that Purchaser's ability to obtain commercially reasonable Leases for the Location is a condition precedent to Closing. In the event Purchaser is unable to enter into Leases for the Location under commercially reasonable terms, this transaction shall be null and void, and Purchaser's deposit shall be returned to Purchaser forthwith.

7.11 Basement. Seller acknowledges that the Premises basement is in need of cleaning up and clearing out. Seller shall clean up and clean out the basement of the Premises to Purchaser's satisfaction prior to Closing, which Purchaser shall not unreasonably withhold.

7.12 Seller Acknowledgment. Seller understands and acknowledges that a breach of any one or more of these representations, covenants, and warranties of Seller constitutes a material breach of this Agreement, and that Purchaser shall be entitled to the immediate return of the Deposit, and shall be allowed to terminate the Agreement prior to Closing. In the event that there was an intentional material misrepresentation, the Purchaser may be able to recover actual damages resulting from that intentional material misrepresentation.

8. Representations, Covenants, and Warranties of Purchaser. Purchaser represents, covenants and warrants to the following as of the Effective Date:

8.1 Status of Purchaser. Purchaser is a Michigan limited liability company duly organized, validly existing, and in good standing under the laws of the State of Michigan. Purchaser has financial backing to comply with the financial terms of this transaction. The Purchaser recognizes that Seller is relying upon this representation to his potential financial detriment. In the event that Purchaser is unable to obtain financing, the Seller shall have the right to retain Purchaser's Deposit.

8.2 Authority. This Agreement and all Related Documents when executed will be legal, valid, and binding obligations of each party signing such instruments on behalf of Purchaser.

8.3 Knowledge of Purchaser. Purchaser has had an opportunity to examine the Purchased Assets and agrees to accept the same "As Is," subject to the remaining conditions and other provisions of this Agreement, including but not limited to Purchaser's due diligence. Purchaser has, either individually or through agents or employees of Purchaser, sufficient knowledge, expertise, and financial capacity to operate the Business, and, further, Purchaser is capable of evaluating the merits and risks of the purchase of the Business.

8.4 Qualification of Purchaser. Purchaser acknowledges there are requirements of the MLCC associated with transfer of the MLCC License from Seller to Purchaser. With respect to this transfer, Purchaser represents that Purchaser, and Purchaser's members, officers, and managers, are fully qualified to have the MLCC License transferred to Purchaser. Purchaser knows of no reason why Purchaser would not be approved by the MLCC to receive the MLCC License

8.5 Reliance. The foregoing representations and warranties are made by Purchaser with the knowledge and expectation that Seller is placing complete reliance on them.

8.6 Transfer of Licenses. Following the Closing, Purchaser and Seller shall take all steps that are commercially reasonable to obtain the approval of the assignment of the MLCC License by making requests for such approval. Purchaser shall bear all risk associated with non-approval by the MLCC.

8.7 Possession. Purchaser shall receive operating control and possession of all the Purchased Assets and the Business on the Closing Date.

9. **Confidentiality.** Purchaser acknowledges that Purchaser may become privy to confidential information of Seller, and that communication of confidential information to any third parties before the Closing could injure the Business. Purchaser agrees to use its best efforts to ensure that such information about Seller and the Business shall remain confidential and shall not be disclosed or revealed to employees, customers, vendors, or any other third parties. As used in this Agreement, "confidential information" includes all information related to the Business, including the existence and terms of this Agreement, customer lists, supplier lists, trade secrets, channels of distribution, pricing policy and records, inventory records, and other information normally understood to be confidential.

10. **Consultation.** Seller shall provide to Purchaser consultation, customer relations, general assistance, and informational services pertaining to Seller on a limited basis, as reasonably requested by Purchaser without any charge for a period of 30 days commencing on the Closing Date.

11. **Termination of Agreement.**

11.1 **Right of Termination.** In addition to the conditions precedent contained in paragraph 1.3 (Leases), paragraph 2 (Due Dilligence), and paragraph 7.10 (Lease) above, this Agreement may be terminated at any time before the Closing Date (a) by Purchaser and Seller in writing, (b) by Purchaser or Seller if there has been a material breach of any of the representations or warranties set forth in this Agreement on the part of the other Party, and the breach by its nature cannot be cured before the Closing, or (c) by Purchaser or Seller if there has been a breach of any of the covenants or agreements set forth in this Agreement on the part of the other Party and this breach is not cured within 7 business days after the breaching Party receive written notice of the breach from the nonbreaching Party.

11.2 **Effect of Termination; Election of Remedies.** If this Agreement is terminated as provided in Section 11.1(a), this Agreement shall become void and have no effect. If this Agreement is terminated as provided in Section 11.1(b) or (c), no Party shall be relieved or released from any liabilities or damages arising out of the Party's breach of any provision of this Agreement

12. **Closing.** The closing of the transactions contemplated by this Agreement (the "Closing") shall be held at the soonest practical date after the later of the following two events: Purchaser receiving a conditional or final approval of the transfer of Seller's MLCC License from the MLCC to it, and the Purchaser receiving the City of Grosse Pointe Woods City Council's approval of the transfer of Seller's MLCC License to it (the "Closing Date") at the office of Chirco Title, who will serve as the Escrow Agent. At the Closing, the Parties shall execute all documents necessary to put into effect the terms of this Agreement.

13. **Notices.** Except for any notice required under applicable law to be given in another manner, any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (i) if hand delivered or is sent by telecopy, effective upon receipt, or (ii) if delivered by overnight courier service, effective on the day following delivery to such courier service, or (iii) if mailed by United States registered or certified mail, postage prepaid, return receipt requested, effective two (2) days after deposit in the United States mail; addressed in each case as follows:

If to Purchaser:
Pendy's Restaurant Group, LLC
c/o David M. Pendy
793 St. Clair
Grosse Pointe, MI 48230
dmpendy@hotmail.com

With a copy to:
Eugene H. Boyle, Jr
EH Boyle, PC
14950 E. Jefferson Avenue, Suite 200
Grosse Pointe Park, MI 48230
gene@ehboyle.com

If to Seller:
20930 Mack Avenue, Inc.
c/o Joseph Serventi
1164 Harvard
Grosse Pointe Park, MI 48230
jserventi@comcast.net

With a copy to:
Matthew A. Schenk
Schenk & Bruetsch, PLC
211 W. Fort Street, Suite 1410
Detroit, MI 48226-3236
matthew.schenk@sbdetroit.com

or at such other address or to such other addressee as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

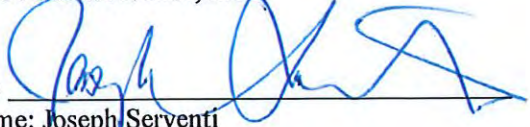
14. **Miscellaneous.** This Agreement shall not be amended except by a writing executed by each Party. This Agreement shall be governed in all respects by the laws of the State of Michigan without regard to conflict of laws principles. This Agreement sets forth the entire understanding of the Parties; further, this Agreement shall supersede and/or replace any oral or written agreement(s) relating to this subject matter entered into by the Parties before the date of this Agreement. The waiver by any Party of any breach or breaches of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement. This Agreement, inclusive of its terms and provisions, shall survive the Closing and shall be binding on and inure to the benefit of, and be enforceable by, the respective heirs, legal representatives, successors, and assigns of the Parties. Each Party and its respective legal counsel has reviewed and revised this Agreement and has had equal opportunity for input into this Agreement. Neither Party shall be construed to be the drafter of this Agreement. In the event of any dispute regarding the construction of this Agreement, it shall not be construed more in favor of one Party than the other; rather, questions of interpretation shall be construed equally as to each Party.

[Signatures appear on next page.]

Purchaser and Seller have executed this Agreement as of the Effective Date:

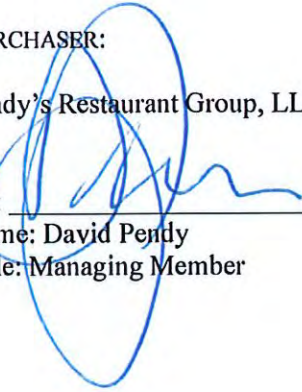
SELLER:

20930 Mack Avenue, Inc.

By: 
Name: Joseph Serventi
Title: President

PURCHASER:

Pendy's Restaurant Group, LLC

By: 
Name: David Pendy
Title: Managing Member

NET LEASE AGREEMENT

THIS NET LEASE AGREEMENT ("Lease") is made on March 8, 2022 (the "Effective Date") by the Couvreur Family Limited Partnership, whose address is P.O. Box 36425, Grosse Pointe, Michigan 48236 ("Landlord"), and Pendency's Restaurant Group, LLC, whose address is 793 Saint Clair, Grosse Pointe, Michigan 48230 ("Tenant," together with Landlord, the "Parties"), on the following terms and conditions:

Section 1. Leased Property. Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby demise and lease unto Tenant that certain single user building located at 20930-20934 Mack Avenue, Grosse Pointe Woods, Michigan 48236 (and commonly referred to as 20930 Mack Avenue, Grosse Pointe Woods, Michigan 48236), which consists of a bar in the northern portion of the property (the "Bar") and a restaurant in the southern portion of the property (the "Restaurant," collectively with the Bar, the "Property"). By its execution hereof, Tenant accepts the Property in its present "as is, where is" condition with no representations from Landlord. Tenant acknowledges and confirms that i) the Property does not include the area, commonly referred to as the banquet space, which is directly south of the Property and situated within the real property immediately adjacent to, and south of, the Property (the "Banquet Space"); and ii) the Banquet Space is not owned, operated, or controlled by Landlord.

Section 2. Term and Possession. The term of this Lease shall be for a period of 60 months, commencing on the soonest practical date to be agreed on by the Parties after the later of the following two events: i) Tenant receiving a conditional or final approval from the Michigan Liquor Control Commission (the "MLCC") of the transfer of Departing Tenant's MLCC Liquor License ("MLCC License") to Tenant, and ii) Tenant receiving the City of Grosse Pointe Woods City Council's approval of the transfer of Departing Tenant's MLCC License to Tenant (the two events together, the "License Contingencies") (the "Commencement Date"), and expiring on the last day of the 60th month after the Commencement Date (the "Term"). Landlord acknowledges and agrees that this Lease is conditioned on Tenant obtaining a liquor license from the MLCC for the Bar and Restaurant on the Property and the City of Grosse Pointe Woods' approval of Tenant's MLCC License. However, once Tenant takes possession (physical or constructive) of the Property, Tenant shall be obligated by all of the terms of this Lease. If Tenant is unable, for any reason, to obtain final approval of the MLCC License, this Lease may be terminated by Tenant, upon 60 days advance notice. If Tenant elects to terminate the Lease on this basis, Tenant and Guarantors (defined below), shall be obligated to pay all amounts due and to otherwise satisfy all conditions of the Lease and the Guaranty (defined below) through the date of termination.

Landlord and Tenant acknowledge that a certain time period is not known for the satisfaction of the License Contingencies. Tenant shall act diligently and in good faith, using all reasonable and practical efforts to promptly satisfy the License Contingencies. Tenant further acknowledges and agrees that time is of the essence.

Upon the expiration of the Term of the Lease, Tenant shall remove all of its furniture,

fixtures and equipment from the Property and deliver the Property to Landlord in a good and broom clean condition.

Section 3. Base Rent. During the first two (2) months of the Term, there shall be no payment of Base Rent. Thereafter, beginning the third (3rd) month, Base Rent ("Base Rent") shall be at the amount of \$6,000.00 per month for next thirty-four (34) months. Beginning on the 37th month of the Lease, Base Rent shall increase to \$6,600 per month, and on the 49th month of the Lease, Base rent shall increase to \$7,500 per month. Base Rent is due and payable by Tenant to Landlord on or before the first day of each month.

Section 4. Additional Rent. On the first day of each month, Tenant shall also pay to Landlord as additional rent (a) one-twelfth (1/12) of one hundred percent (100%) of the estimated Real Estate Taxes (defined below); and (b) one-twelfth (1/12) of one hundred percent (100%) of Landlord's estimated insurance premiums. Such amounts shall be determined at or prior to the Commencement Date. Landlord reserves the right to adjust such estimates at any time Landlord deems appropriate. In the event the funds deposited with Landlord shall exceed the amount required for the payment of Real Estate Taxes and insurance premiums, the excess shall be credited by Landlord to the subsequent deposits required to be made by Tenant to pay future Real Estate Taxes and insurance premiums. In the event the funds deposited with Landlord shall be less than the amount required for the payment of Real Estate Taxes and insurance premiums, upon notice by Landlord to Tenant, Tenant shall pay to Landlord the shortfall with the next month's rental.

If Landlord pays any monies or incurs any expense to correct a breach of this Lease by Tenant (subject to Tenant's cure rights set forth below in Section 24) or to do anything in this Lease required to be done by Tenant or incurs any expense (including, but not limited to, attorneys' fees and court costs), as a result of Tenant's failure to perform any of Tenant's obligations under this Lease, all amounts so paid or incurred shall, on notice to Tenant, be considered additional rent immediately payable by Tenant and may be collected as permitted by law.

Section 5. Security Deposit. Upon execution of the Lease, Tenant shall pay to Landlord and Landlord shall hold \$10,000.00 Dollars ("Security Deposit") as security for the performance of all of the obligations of Tenant under this Lease. Landlord shall not be obligated to apply the Security Deposit upon any rent or other damages and Landlord's right to terminate this Lease and to possession of the Property in the event of an uncured default shall not be affected by the fact that Landlord holds the Security Deposit. Landlord may at any time apply the Security Deposit upon damages suffered and may retain the Security Deposit to apply upon such damages as may thereafter accrue. If the Security Deposit is not applied to the payment of rent or damages, the same shall be returned to Tenant upon expiration of the Lease and when Tenant shall have vacated the Property and delivered possession to Landlord in the condition required hereunder. Landlord shall not be obligated to keep the Security Deposit as a separate fund, but may commingle the same with Landlord's funds, and no interest shall accrue thereon. In the event Landlord uses, applies, or retains all or any portion of the Security Deposit prior to the expiration of the Term, Tenant shall, immediately upon demand therefore, deposit with Landlord such additional sums as may be

required to reinstate the Security Deposit to the amount originally required herein.

Section 6. Late Payment Fees; Interest. Tenant shall pay a late payment fee of five percent (5%) of any amount due on all payments required to be made under this Lease which are received by Landlord more than seven (7) calendar days after the respective due date or in the event a check is returned from Landlord's bank for any reason whatsoever. The Parties acknowledge that the fee is intended solely to compensate Landlord for the additional costs incurred in processing the payments received late.

Section 7. Real Estate Taxes. "Real Estate Taxes" shall mean real estate taxes, ad valorem taxes, assessments (general, special, ordinary or extraordinary), sewer rents, rates and charges, taxes based upon the receipt of rent (other than federal, state and local income taxes), and any other federal, state or local charge (general, special, ordinary or extraordinary) which may now or hereafter be imposed, levied or assessed against the Property. In the event that there shall be imposed a tax or assessment of any kind or nature upon, against or with respect to the Property or the rents payable by Tenant or with respect to the Landlord's ownership interest in the Property, which tax is assessed or imposed by way of substitution for or in addition to all or any part of the Real Estate Taxes, then Tenant shall pay to Landlord, Landlord's tax obligation arising out of its ownership of the Property.

Section 8. Property Damage; Hazard and Liability Insurance. Subject to the Tenant's reimbursement obligations contained in Section 4, Landlord shall obtain property damage insurance on all buildings on the Property in amounts and with carriers determined by the Landlord.

Tenant shall procure fire and extended coverage insurance on all fixtures, improvements and other property located within the Property for the full replacement value thereof. In addition to loss or damage by fire, such insurance shall provide protection against loss or damage by vandalism, malicious mischief and such other risks, of a similar or dissimilar nature, as shall be insurable against under present or future forms of fire and extended coverage policies which are standard for use in the State of Michigan. Such insurance shall name Landlord as an additional named insured and shall provide that the Landlord shall receive thirty (30) days written notice from the insurer prior to any cancellation or change in coverage and shall provide that any loss shall be payable notwithstanding any act of negligence Tenant or Landlord which might otherwise result in forfeiture of such insurance. Tenant shall deliver such policies or certificate thereof to Landlord and any mortgagee designated by Landlord. In the event Tenant shall fail to produce such insurance or to deliver such policies or certificates, Landlord may, at its option, procure the same for the account of the Tenant, and the costs thereof shall be paid to Landlord as additional rent upon delivery to Tenant of bills therefor.

Tenant shall save Landlord harmless from any liability for damages to any person or property upon or about the Property, from any cause whatsoever. Tenant shall procure, at its own expense, with insurers satisfactory to Landlord, public liability insurance for the benefit of Landlord in the following sums: \$2,000,000.00 for damages resulting to one person, \$2,000,000.00 for damages resulting from one casualty and \$2,000,000.00 for

property damages or such higher sums as Landlord may reasonably require in a written notice to Tenant. Tenant shall keep such insurance in force during the Term hereof and shall deliver the policies to Landlord. Upon failure of Tenant so to do, Landlord may (but without any obligation therefor), obtain such insurance and charge the cost thereof to Tenant as additional rental, with the remedies for non-payment as herein provided.

Section 9. Maintenance by Tenant. Tenant acknowledges that maintenance, repairs, replacements and improvements (whether structural or non-structural) at the Property shall be the responsibility of Tenant, with the exception of the four exterior walls and the roof, which Landlord shall maintain. Tenant shall keep and maintain in a first-class appearance and in good order, condition and repair (including replacement of parts, equipment, and cracked or broken glass) the Property and every part thereof and any and all appurtenances thereto wherever located including, but without limitation, the exterior and interior portion of all doors, door frames, door checks, windows, window frames, plate glass, storefront, all plumbing and sewage facilities within the Property, including free flow up to the main sewer line, fixtures, heating and air conditioning and electrical systems, generators, sprinkler system, walls, floors, ceilings, landscaped areas, interior and exterior lighting, signage, and parking lot. In addition, and not in limitation of the foregoing, Tenant shall also make such repairs and replacements to the Property due to the negligence of Tenant, its agents, employees, invitees, licensees and contractors.

Tenant shall maintain all improvements at the Property.

Tenant shall provide and pay for its own regular janitorial at the Property.

Where repairs and replacements are to be made by Tenant or any person claiming through or under Tenant, such repairs and replacements shall be made and performed (a) at Tenant's cost and expense and at such time and in such manner as Landlord may designate, (b) by contractors or mechanics approved by Landlord, (c) so that the same shall be at least equal in quality, value and utility to the original work or installation and, (d) in accordance with this Lease and with all applicable laws and regulations of governmental authorities having jurisdiction of the Property. Where repairs, replacements, alterations, reconstructions, removals or improvements of any part of the Property are to be made by Landlord as it may deem necessary or as it may be required to make by governmental authority or otherwise, then such repairs, replacements, alterations, reconstructions, removals or improvements shall be made by Landlord with reasonable dispatch, and should the making of the same cause any interference with Tenant's use of the Property, such interference shall not relieve Tenant from the performance of its obligations hereunder.

Tenant shall at all times keep the Property in good condition, order and repair. Tenant shall not perform any acts or carry on any practices which may injure the Property or be a nuisance or menace to other occupants of the neighboring properties. Tenant shall keep the Property in a safe and sanitary condition in accordance with the laws of the State of Michigan, and in accordance with all directions, rules and regulations of the health offices, fire marshal, building inspector or other proper officers of governmental orders affecting the Property. Tenant shall permit no waste, damage or injury to the Property. At the expiration of the

tenancy created hereunder or any other termination of this Lease, Tenant shall surrender the Property in good condition, reasonable wear and tear excepted, and deliver all keys to the Property to the Landlord.

If Tenant fails to perform its obligations hereunder (subject to Tenant's cure rights set forth below in Section 24), Landlord may, but shall not be obligated to, perform Tenant's obligations or perform work resulting from Tenant's acts, actions or omissions and add the cost of the same to the next installment of Base Rent due hereunder.

Section 10. Surrender of Property. At the expiration of the Term, Tenant shall surrender the Property in the same condition as of the Effective Date, reasonable wear and tear and damage by unavoidable casualty excepted, and deliver all keys for, and all combinations on locks, safes and vaults in the Property to Landlord at Landlord's notice address as specified herein. If Tenant leaves any items of personal property on the Property for more than ten (10) days after expiration of the Term, such items shall conclusively be deemed abandoned and the Landlord may dispose of them in any manner it deems fit in its sole and absolute discretion. Tenant acknowledges and recognizes that the built-in bar within the Bar, including the built-in coolers, refrigerators, and sinks, is/are property of Landlord and shall remain in the Property.

Section 11. Tenant's Undertaking. Tenant hereby hires the Property for the Term and covenants to pay or cause to be paid to Landlord at the dates and times set forth herein for all of the other obligations, covenants and agreements to be performed by Tenant.

Section 12. Assignment and Subletting. Tenant may not assign its interest in the Lease without Landlord's written consent.

Section 13. Right to Mortgage. This Lease shall be subordinate to any mortgage or trust deed now or hereafter encumbering the Property, and to any and all advances to be made thereunder, interest thereon and all renewals, replacements and extensions thereof, provided the mortgagees or trustees named in such mortgages or trust deeds agrees, in the event of a foreclosure, to recognize the rights of Tenant under this Lease while Tenant is not in default in the performance of the obligations on its part to be performed hereunder. Notwithstanding any provision herein contained, any mortgagee, at its election, by notice in writing delivered to Landlord and Tenant, shall be entitled to have this Lease treated as prior to the lien of its mortgage, whether or not this Lease is dated prior or subsequent to the date of such mortgage.

Section 14. Bankruptcy. If the estate created hereby shall be taken in execution or by other process of law, or if proceedings under any bankruptcy law shall be begun by or against Tenant or any assignee in possession, or if Tenant or any assignee in possession shall be declared insolvent according to law, or if any receiver, custodian or trustee is appointed for the business or property of Tenant or any assignee in possession, or if any assignment shall be made of any Tenant's property or of the property of any assignee in possession for the benefit of creditors, then, in any of such events, this Lease may be canceled at the option of Landlord.

Section 15. Improvements and Alterations. In general, Tenant shall not alter structurally or otherwise, improve or remodel the Property without the written consent of Landlord, which consent may be withheld on the Landlord's sole and absolute discretion. Any alterations, additions, improvements and fixtures, other than trade fixtures, which may be made or installed by either of the Parties hereto upon the Property and which in any manner are attached to the floors, walls or ceiling shall be the property of Landlord and at the termination of this Lease shall remain upon and be surrendered with the Property as a part thereof. If, however, upon the termination of this Lease, Landlord so requests in writing, Tenant shall promptly remove any additions, fixtures and installations placed in the Property by Tenant and repair any damage occasioned by such removal at Tenant's expense, and in default thereof, Landlord may effect such removal and repairs, and Tenant shall pay Landlord the cost thereof.

Section 16. Damage by Fire, Casualty, Etc. If the Property shall be damaged or destroyed in whole or in part by fire, windstorm, or other casualty included in the perils covered by standard fire insurance policies with extended coverage, malicious mischief, and vandalism endorsements, Landlord will repair and restore the same to a good tenable condition with reasonable dispatch, and the rent herein provided for shall abate entirely in case the entire Property is untenable and pro rata for the portion rendered untenable. In case a part only is untenable, Tenant shall pay during such time the portion of rent that the part tenable shall bear to the entire Property, until the same shall be restored to a tenable condition. There shall be no abatement of rental if the Property are rendered untenable for any cause other than damage by fire, windstorm, or other casualty described above. If Tenant shall use any part of the Property for storage during the period of repair, a reasonable charge shall be made therefor against Tenant.

Section 17. Eminent Domain. If the whole of the Property shall be taken by any public authority under the power of eminent domain, then the Term of this Lease shall cease as of the day possession shall be taken by such public authority and the rent shall be paid up to that day with a proportionate refund by Landlord of any prepaid rent.

In the event of any taking under the power of eminent domain, whether of the whole or a part of the Property, Landlord shall be entitled to receive the entire award for any such taking, Tenant shall have no claim against Landlord or the public authority taking the property for the value of any unexpired portion of the Term of this Lease and Tenant hereby expressly assigns to Landlord all of its rights in and to any such award. Nothing contained in this Section 18 shall be deemed to prevent Tenant from making a claim in any eminent domain proceedings for Tenant's moving expenses and for the value of any items of Tenant's property which are compensable in law, including trade fixtures and equipment.

Section 18. Personal Property Taxes. Tenant shall be responsible for and shall pay before delinquency, all taxes assessed during the Term of this Lease against any leasehold interest or personal property of any kind owned by or placed in, upon, or about the Property by Tenant.

Section 19. Use and Purpose. Tenant covenants that the Property shall be used

and occupied only as a bar and restaurant and for no other purpose or purposes without the written consent of Landlord, and the Property will not be used for any purpose in violation of any law, municipal ordinance or regulation. On breach of this covenant, Landlord, at its option may terminate this Lease forthwith and re-enter and repossess the Property. Tenant shall promptly comply with all laws, ordinances and lawful orders and regulations affecting the Property, and the cleanliness, safety, occupation and use of same.

Section 20. Utilities and Services. Tenant shall pay for all utilities at the Property.

Section 21. Access to Property. Landlord and its designees may enter the Property at reasonable hours and upon reasonable prior notice (except in the case of emergency) to (a) inspect the same, (b) exhibit the same to prospective purchasers, lenders or tenants, (c) determine whether Tenant is complying with all of its obligations hereunder, (d) supply services to be provided by Landlord to Tenant hereunder, (e) post notices of non-responsibility, and (f) make repairs required of Landlord under the terms hereof provided, however, any entry, inspection, repairs or work to be performed by Landlord shall be undertaken in such a manner as to minimize any disruption to Tenant's business being conducted at the Property. If approval from any regulators or other governmental authorities is necessary in order for Landlord and/or Landlord's agents to inspect or otherwise access the Property, Tenant shall put forth best efforts to support such approvals as necessary for inspection, and if Landlord's and or Landlord's agent's access to certain space in the Property is conditioned on Landlord being accompanied by a member of the Tenant's management team, Tenant shall provide such access to the Property as soon as reasonably possible, upon Landlord request.

Section 22. Non-Liability of Landlord. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining properties or any part of the properties adjacent to or connected with the Property. Tenant shall be solely responsible for all injuries to persons and property resulting from any accident, explosion, leak or other cause arising in or about the use of the Property and its appurtenances, as hereinbefore stated, and it will not hold Landlord responsible for any loss or damage caused through accident or injury of any kind resulting from leaks, explosions, etc., from the properties adjoining the Property. Landlord shall not be responsible for any loss damage resulting to Tenant or its property or to any other person or person or their property which may be caused by the bursting, stopping or leaking of water, gas, sewer or steam pipes or from overflow or backing up of any sewer or water main.

Section 23. Excuse of Landlord's Performance. Anything in this Lease to the contrary notwithstanding, Landlord shall not be deemed in default with respect to the performance of any obligation on its part to be performed under this Lease if such a default shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, pandemic, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service, utility or through act of God or other cause, or causes, whether similar or dissimilar to those enumerated beyond the control of Landlord.

Section 24. Tenant Default and Landlord Remedies. If Tenant (a) defaults in paying any sums to Landlord within ten (10) days of when due, (b) defaults in performing any other covenant or condition of this Lease and does not cure the default within thirty (30) days after written notice from Landlord specifying the default provided, however, if such non-monetary default is of a nature that it cannot reasonably be cured within such 30 day period and Tenant is diligently pursuing a cure, such thirty (30) day period shall be extended for a reasonable amount of time not to exceed ninety (90) days, (c) Tenant knowingly and intentionally falsifies any report to be furnished to Landlord pursuant to the terms of this Lease, (d) is bankrupt or makes any assignment for the benefit of creditors, or (e) Tenant breaches any agreement with Landlord (each of the events in (a) – (e) is an “Event of Default”), then Landlord may accelerate the full balance of the rent payable for the remainder of the Term and sue for such sums, may terminate this Lease, or may, without terminating this Lease, reenter the Property, dispossess Tenant or any other occupant of the Property, remove Tenant's effects, and relet the Property for the account of Tenant for the rent and upon the terms that are satisfactory to Landlord, crediting the proceeds, after deducting the costs of reentry, alterations, additions, and reletting, to the unpaid rent and the other amounts due during the remainder of the Term, and Tenant shall remain liable to Landlord for any unpaid balance. The Landlord may also pursue all other remedies available to it under Michigan law in the event of an uncured default by the Tenant.

If suit is brought to recover possession of the Property, to recover any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant that Tenant was to keep or perform, and a breach is established, then Tenant shall pay to Landlord all expenses incurred, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the default and shall be enforceable whether or not the action is prosecuted to judgment. Landlord and Tenant each waive any right to a jury trial.

Section 25. Holding Over. Should Tenant hold over after the Lease Term or the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary, subject, however, to all of the terms and conditions of this Lease; provided, however, that the Base Rent for the holdover term shall be 110% of the rent in the month immediately preceding such holdover tenancy. Such increase in Base Rent shall not be the Landlord's sole remedy in the event of a holdover tenancy, it being agreed that the Tenant may also be liable for consequential damages sustained by Landlord.

Section 26. Personal Guaranty. As set forth in the Guaranty (“Guaranty”) attached hereto as **Exhibit A**, David Pendy and Susan Pendy (together, “Guarantors”) personally and unconditionally guarantee the payment of all amounts due under this Lease by Tenant to Landlord. Under the personal guaranty, Landlord shall not be obligated to first seek recovery from Tenant; Landlord, at its sole option and discretion, may pursue either Tenant, Guarantors, or both for any amounts due.

Section 27. Right of First Refusal. If during the Term the Landlord obtains a bona fide offer (the “Offer”) for the purchase of the Property that is acceptable to it, Landlord shall deliver to Tenant a written notice (the “Notice”) (i) stating its intention to transfer the

Property, and (ii) including a copy of the Offer for purchase or a statement of the terms of the proposed sale. Tenant shall have the right and option (the "Option") for a period of twenty-one (21) days after receipt of the Notice to elect to purchase the Property upon the same price, terms and conditions of as contained in the Notice. Exercise of the Option shall be by written notice by Tenant to Landlord. All notices shall comply with the notice provision set forth below.

If Tenant does not elect to exercise the Option, then Landlord may close such transaction in accordance with the provisions of the Offer, and Landlord may also terminate this Lease upon 30-days' notice to Tenant. However, if Landlord does not close under the Offer, this right of first refusal shall continue as to any subsequent proposed sales or transfers of ownership of the Property.

Section 28. No Implied Waiver. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

Section 29. Notices. All notices, demands or requests required or permitted to be given hereunder must be in writing and shall be deemed to be given (i) one (1) business day after delivery to FedEx or similar overnight service for next business day delivery, or (ii) three (3) business days after deposit in the U.S. mail postage prepaid, certified mail, return receipt requested or (iii) when sent by electronic email transmission during normal business hours (i.e., 9:00 a.m. to 5:00 p.m., Eastern Standard Time, Monday through Friday), if such transmission is immediately followed by any of the other methods for giving notice. In all cases, notices shall be addressed to the Parties at their respective addresses:

Notices to Tenant shall be sent to:	Pendy's Restaurant Group, LLC 793 Saint Clair Grosse Pointe, MI 48230 dmpendy@hotmail.com
with a copy (which shall not constitute notice) to:	Eugene H. Boyle, Jr EH Boyle, PC 14950 E. Jefferson, Suite 200 Grosse Pointe Park, MI 48230 gene@ehboyle.com
Notices to Landlord shall be sent to:	Timothy Couvreur P.O. Box 36425 Grosse Pointe, MI 48236 Email: tfcouvreur@earthlink.net
with a copy (which shall not constitute notice) to:	Plunkett Cooney 38505 Woodward Ave., Ste. 100 Bloomfield Hills, MI 48304 Attention: Marc P. Jerabek, Esq.

Email: mjerabek@plunkettcooney.com

Section 30. Peaceful Possession. Tenant, upon paying the rentals herein provided, and performing all the covenants and agreements herein contained to be performed by it, in the manner and at the time set therefor, shall and may peacefully and quietly have, hold and occupy the Property for the Term aforesaid. Upon termination of the Lease, Tenant shall peacefully deliver to Landlord the Property.

Section 31. Mechanic's Liens. Any mechanic's lien filed against the Property for work claimed to have been done or materials furnished to Tenant shall be discharged by Tenant within thirty (30) days thereafter at Tenant's expense. For the purposes hereof, the bonding of such lien by a reputable casualty or insurance company reasonably satisfactory to Landlord shall be deemed to be the equivalent of a discharge of any such lien. Should any action, suit or proceeding be brought upon any such lien for the enforcement or foreclosure of the same, Tenant agrees, at its own cost and expense, to defend Landlord therein by counsel satisfactory to Landlord, and to pay any damages and satisfy and discharge and judgment entered therein against Landlord and/or related to the Property.

Section 32. Hazardous Wastes. Tenant shall be fully responsible, at its own expense, for compliance with all laws and/or regulations governing the handling of toxic chemicals or other substances used or stored on the Property in connection with Tenant's business conducted therein. Tenant shall not spill, introduce, discharge or bury any toxic chemical, substance or contaminant of any kind in, on, or under the Property or any toxic chemical, substance or contaminant into the sanitary or storm sewer or water system serving the Property or any adjacent properties or into any municipal or other governmental water system or storm and/or sanitary sewer system. Tenant shall employ all appropriate safeguards and procedures necessary or appropriate to protect such systems from contamination. Tenant shall undertake, at its expense, any necessary and/or appropriate cleanup process in connection with any breach of the foregoing covenants, and without limiting Tenant's other indemnify or insurance obligations under this Lease. Tenant shall indemnify and hold harmless Landlord from and against all liability whether direct, indirect, consequential or otherwise, arising from any incident or occurrence on or about the Property or any adjacent properties pertaining to toxins which results from the acts of omissions of Tenant, its agents, employees or invitees.

Section 33. Entire Agreement. The Lease and the Guaranty shall constitute the entire agreement of the Parties hereto; all prior agreements between the Parties, whether written or oral, are merged herein and shall be of no force and effect. The Lease and the Guaranty cannot be changed, modified or discharged orally but only by an agreement in writing signed by the party against whom enforcement of the change, modification or discharge is sought. Nothing contained herein shall be construed by the Parties hereto or by any third party to establish any relationship between the Parties other than that of Landlord and Tenant, and Landlord and Guarantor.

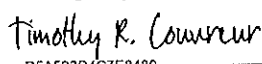
Section 34. Miscellaneous.

- A. Recordation. Neither Landlord nor Tenant shall record this Lease or a short form memorandum hereof without the prior written consent of the other party.
- B. Brokers. Tenant warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Lease, and it knows of no other real estate broker or agent who is entitled to a commission in connection with this.
- C. Binding on Successors, Etc. The covenants, conditions and agreements made and entered into by the Parties hereto shall inure to the benefit of and shall be binding upon their respective heirs, successors, representatives and assigns.
- D. Governing Law. This Lease shall be governed by and construed pursuant to the laws of the State of Michigan.

Landlord and Tenant have signed this Lease on the day and year first above written.

LANDLORD:

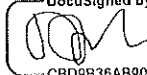
Couvreur Family Limited Partnership

DocuSigned by:

D6A693D4C7E8480...

By: Timothy R. Couvreur
Its: General Partner

TENANT:

Pendy's Restaurant Group, LLC,
a Michigan limited liability company,

DocuSigned by:

CB06836A890B4D1...

By: David Pendy
Its: Member

Exhibit A to Net Lease Agreement

GUARANTY

As a material inducement to Landlord to enter into the Lease dated March 8th, 2023, and effective upon the Commencement Date (as defined in the Lease), concerning the premises at 20930-20934 Mack Avenue, Grosse Pointe Woods, Michigan 48236 (the "Lease"), between Pendency's Restaurant Group, LLC, a Michigan limited liability company, as Tenant, and Couvreur Family Limited Partnership, as Landlord, David Pendency and Susan Pendency (together, "Guarantors") hereby unconditionally and irrevocably guarantee the complete and timely performance of each obligation of Tenant and any assignee under the Lease and any extensions or renewals of and amendments to the Lease. This Guaranty is an absolute, primary, and continuing, guaranty of payment and performance and is independent of Tenant's obligations under the Lease. Guarantors shall be primarily liable with Tenant and any other guarantor of Tenant's obligations under the Lease. Guarantors waive any right to require Landlord to (a) join Tenant with Guarantors in any suit arising under this Guaranty, (b) proceed against or exhaust any security given to secure Tenant's obligations under the Lease, or (c) pursue or exhaust any other remedy in Landlord's power. Until all of Tenant's obligations to Landlord have been discharged in full, Guarantors shall have no right of subrogation against Tenant. Landlord may, without notice or demand and without affecting Guarantors' liability hereunder, from time to time, compromise, extend or otherwise modify any or all of the terms of the Lease, or fail to perfect, or fail to continue the perfection of, any security interests granted under the Lease. Without limiting the generality of the foregoing, if Tenant elects to extend the Lease Term or otherwise expand Tenant's obligations under the Lease, Tenant's execution of and related Lease documentation shall constitute Guarantors' consent thereto and such increased obligations of Tenant under the Lease shall constitute a guaranteed obligation hereunder. Guarantors hereby waive any and all rights to consent thereto. Guarantors waive any right to participate in any security now or hereafter held by Landlord. Guarantors hereby waive all presentments, demands for performance, notices of nonperformance, protests, notices of protest, dishonor and notices of acceptance of this Guaranty, and waive all notices of existence, creation or incurring of new or additional obligations from Tenant to Landlord. Guarantors further waive all defenses afforded guarantors based on suretyship or impairment of collateral under applicable law, other than payment and performance in full of Tenant's obligations under the Lease. The liability of Guarantors under this Guaranty will not be affected by (1) the release or discharge of Tenant from, or impairment, limitation or modification of, Tenant's obligations under the Lease in any bankruptcy, receivership, or other debtor relief proceeding, whether state or federal and whether voluntary or involuntary; (2) the rejection or disaffirmance of the Lease in any such proceeding; or (3) the cessation from any cause whatsoever of the liability of Tenant under the Lease. Guarantors shall pay to Landlord all costs incurred by Landlord in enforcing this Guaranty including, without limitation, reasonable attorneys' fees and expenses. The obligations of Tenant under the Lease to execute and deliver estoppel statements, as therein provided, shall be deemed to also require the Guarantors hereunder to do so and provide the same relative to Guarantors following written request by Landlord in accordance with the terms of the Lease. All notices and other communications given pursuant to, or in connection with, this Guaranty shall be delivered in

the same manner required in the Lease. All notices or other communications addressed to Guarantors shall be delivered at the address(es) set forth below. This Guaranty shall be binding upon the heirs, estates, legal representatives, successors and permitted assigns of Guarantors and shall inure to the benefit of Landlord and its successors and assigns. Neither this Guaranty or any rights or obligations of Guarantors hereunder shall be assigned by Guarantors without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion.

Executed March 8, 2023 so as to be effective upon execution.

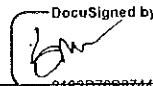
GUARANTOR:

DocuSigned by:

C8D9B36A890B4D1

David Pendy
Address: 793 Saint Clair
Grosse Pointe, MI 48230

GUARANTOR:

DocuSigned by:

2163D7688744409...

Susan Pendy
Address: 793 Saint Clair
Grosse Pointe, MI 48230

Open.29341.23932.30653157-1

NET LEASE AGREEMENT

THIS NET LEASE AGREEMENT ("Lease") is made on December __, 2022 (the "Effective Date") by the Couvreur Family Limited Partnership, whose address is P.O. Box 36425, Grosse Pointe, Michigan 48236 ("Landlord"), and Pendy's Restaurant Group, LLC, whose address is 793 Saint Clair, Grosse Pointe, Michigan 48230 ("Tenant"), on the following terms and conditions:

Section 1. Leased Property. Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby demise and lease unto Tenant that certain single user building located at 20930-20934 Mack Avenue, Grosse Pointe Woods, Michigan 48236 (and commonly referred to as 20930 Mack Avenue, Grosse Pointe Woods, Michigan 48236), which consists of a bar in the northern portion of the property (the "Bar") and a restaurant in the southern portion of the property (the "Restaurant," collectively with the Bar, the "Property"). By its execution hereof, Tenant accepts the Property in its present "as is, where is" condition with no representations from Landlord. Tenant acknowledges and confirms that i) the Property does not include the area, commonly referred to as the banquet space, which is directly south of the Property and situated within the real property immediately adjacent to, and south of, the Property (the "Banquet Space"); and ii) the Banquet Space is not owned, operated, or controlled by Landlord.

Section 2. Term and Possession. The term of this Lease shall be for a period of 60 months, commencing on the Michigan Liquor Control Commission's ("MLCC") approval of Tenant's conditional liquor license, January 1, 2023 (the "Commencement Date"), and expiring on the last day of the 60th month after the commencement date December 31, 2027 (the "Term"). Landlord acknowledges and agrees that this Lease is conditioned on Tenant obtaining a liquor license from the MLCC for the Bar and Restaurant on the Property. If Tenant is unable, for any reason, to obtain a liquor license, this Lease shall be null and void, and any money exchanged pursuant to it shall be returned as if this Lease never existed. Upon the expiration of the Term of the Lease, Tenant shall remove all of its furniture, fixtures and equipment from the Property and deliver the Property to Landlord in a good and broom clean condition. Tenant acknowledges that the Property is currently occupied by a tenant named 20930 Mack Avenue, Inc., another restaurant ("Departing Tenant"), and that Tenant is purchasing from Departing Tenant, a liquor license and related restaurant equipment, in essence, to start a new restaurant at the Property. Tenant further represents and acknowledges that, pursuant to the terms of its agreements with Departing Tenant, Departing Tenant is required to vacate the Property on or before December 31, 2022. Tenant's possession of the Property is subject to its agreements with Departing Tenant, but any delay in Departing Tenant vacating the Property shall not relieve Tenant of any obligations under this Lease.

Section 3. Base Rent. During the first two (2) months of the Term, there shall be no payment of Base Rent. Thereafter, beginning March 1, 2023, Base Rent ("Base Rent") shall be at the amount of \$6,000.00 per month for next thirty-four (34) months. Beginning on January 1, 2026 (the 37th month of the Lease), Base Rent shall increase to \$6,600 per month,

and on January 1, 2027 (the 49th month of the Lease), Base rent shall increase to \$7,500 per month. Base Rent is due and payable by Tenant to Landlord on or before the first day of each month.

Section 4. Additional Rent. On the first day of each month, Tenant shall also pay to Landlord as additional rent (a) one-twelfth (1/12) of one hundred percent (100%) of the estimated Real Estate Taxes (defined below); and (b) one-twelfth (1/12) of one hundred percent (100%) of Landlord's estimated insurance premiums. Such amounts shall be determined at or prior to the Commencement Date. Landlord reserves the right to adjust such estimates at any time Landlord deems appropriate. In the event the funds deposited with Landlord shall exceed the amount required for the payment of Real Estate Taxes and insurance premiums, the excess shall be credited by Landlord to the subsequent deposits required to be made by Tenant to pay future Real Estate Taxes and insurance premiums. In the event the funds deposited with Landlord shall be less than the amount required for the payment of Real Estate Taxes and insurance premiums, upon notice by Landlord to Tenant, Tenant shall pay to Landlord the shortfall with the next month's rental.

If Landlord pays any monies or incurs any expense to correct a breach of this Lease by Tenant or to do anything in this Lease required to be done by Tenant, or incurs any expense (including, but not limited to, attorneys' fees and court costs), as a result of Tenant's failure to perform any of Tenant's obligations under this Lease after written notice has been provided to Tenant pursuant to Section 25, below, and Tenant fails to cure the breach in a timely manner, all amounts so paid or incurred shall, on notice to Tenant, be considered additional rent immediately payable by Tenant and may be collected as permitted by law.

Section 5. Security Deposit. Upon execution of the Lease, Tenant shall pay to Landlord and Landlord shall hold \$10,000.00 Dollars ("Security Deposit") as security for the performance of all of the obligations of Tenant under this Lease. Landlord shall not be obligated to apply the Security Deposit upon any rent or other damages and Landlord's right to terminate this Lease and to possession of the Property in the event of an uncured default shall not be affected by the fact that Landlord holds the Security Deposit. Landlord may at any time apply the Security Deposit upon damages suffered and may retain the Security Deposit to apply upon such damages as may thereafter accrue. If the Security Deposit is not applied to the payment of rent or damages, the same shall be returned to Tenant upon expiration of the Lease and when Tenant shall have vacated the Property and delivered possession to Landlord in the condition required hereunder. Landlord shall not be obligated to keep the Security Deposit as a separate fund, but may commingle the same with Landlord's funds, and no interest shall accrue thereon. In the event Landlord uses, applies, or retains all or any portion of the Security Deposit prior to the expiration of the Term, Tenant shall, immediately upon demand therefore, deposit with Landlord such additional sums as may be required to reinstate the Security Deposit to the amount originally required herein.

~~**Section 6. House Account at Restaurant.** In further consideration of the terms of this Lease, Tenant shall provide to Landlord's General Partner, Timothy Couvreur, a \$500 per month house account at Tenant's restaurant at the Property, which Landlord, and/or Landlord's guests, may use for food and/or beverage (the "House Account"). The House~~

~~Account shall reset on the first day of each month and any unused portion of the House Account shall not carry over from one month to the next. However, Landlord's House Account applies only to food and beverage; Landlord is responsible for all gratuities to Tenant's waitstaff and bartenders.~~

~~**Section 67. Late Payment Fees; Interest.** Tenant shall pay a late payment fee of ~~twoen~~ percent (~~210~~%) of any amount due on all payments required to be made under this Lease which are received by Landlord more than five (5) calendar days after the respective due date or in the event a check is returned from Landlord's bank for any reason whatsoever. The parties acknowledge that the fee is intended solely to compensate Landlord for the additional costs incurred in processing the payments received late. ~~In addition, any amounts not paid within 5 days of when due shall accrue interest until paid at the rate of twelve percent (12%) per annum.~~~~

Section 78. Real Estate Taxes. "Real Estate Taxes" shall mean real estate taxes, ad valorem taxes, assessments (general, special, ordinary or extraordinary), sewer rents, rates and charges, taxes based upon the receipt of rent (other than federal, state and local income taxes), and any other federal, state or local charge (general, special, ordinary or extraordinary) which may now or hereafter be imposed, levied or assessed against the Property. In the event that there shall be imposed a tax or assessment of any kind or nature upon, against or with respect to the Property or the rents payable by Tenant or with respect to the Landlord's ownership interest in the Property, which tax is assessed or imposed by way of substitution for or in addition to all or any part of the Real Estate Taxes, then Tenant shall pay to Landlord, Landlord's tax obligation arising out of its ownership of the Property.

Section 89. Property Damage; Hazard and Liability Insurance. Subject to the Tenant's reimbursement obligations contained in Section 4, Landlord shall obtain property damage insurance on all buildings on the Property in amounts and with carriers determined by the Landlord.

Tenant shall procure fire and extended coverage insurance on all fixtures, improvements and other property located within the Property for the full replacement value thereof. In addition to loss or damage by fire, such insurance shall provide protection against loss or damage by vandalism, malicious mischief and such other risks, of a similar or dissimilar nature, as shall be insurable against under present or future forms of fire and extended coverage policies which are standard for use in the State of Michigan. Such insurance shall name Landlord as an additional named insured and shall provide that the Landlord shall receive thirty (30) days written notice from the insurer prior to any cancellation or change in coverage and shall provide that any loss shall be payable notwithstanding any act of negligence Tenant or Landlord which might otherwise result in forfeiture of such insurance. Tenant shall deliver such policies or certificate thereof to Landlord and any mortgagee designated by Landlord. In the event Tenant shall fail to produce such insurance or to deliver such policies or certificates, Landlord may, at its option, procure the same for the account of the Tenant, and the costs thereof shall be paid to Landlord as additional rent upon delivery to Tenant of bills therefor.

Tenant shall save Landlord harmless from any liability for damages to any person or property upon or about the Property, from any cause whatsoever. Tenant shall procure, at its own expense, with insurers satisfactory to Landlord, public liability insurance for the benefit of Landlord in the following sums: \$2,000,000.00 for damages resulting to one person, \$2,000,000.00 for damages resulting from one casualty and \$2,000,000.00 for property damages or such higher sums as Landlord may reasonably require in a written notice to Tenant. Tenant shall keep such insurance in force during the Term hereof and shall deliver the policies to Landlord. Upon failure of Tenant so to do, Landlord may (but without any obligation therefor), obtain such insurance and charge the cost thereof to Tenant as additional rental, with the remedies for non-payment as herein provided.

Section 910. Maintenance by Tenant. Tenant acknowledges that maintenance, repairs, replacements and improvements (whether structural or non-structural) at the Property shall be the responsibility of Tenant, with the exception of the four exterior walls and the roof, which Landlord shall maintain. Tenant shall keep and maintain in a first-class appearance and in good order, condition and repair (including replacement of parts, equipment, and cracked or broken glass) the Property and every part thereof and any and all appurtenances thereto wherever located including, but without limitation, the exterior and interior portion of all doors, door frames, door checks, windows, window frames, plate glass, storefront, all plumbing and sewage facilities within the Property, including free flow up to the main sewer line, fixtures, heating and air conditioning and electrical systems, generators, sprinkler system, walls, floors, ceilings, landscaped areas, interior and exterior lighting, signage, and parking lot. In addition, and not in limitation of the foregoing, Tenant shall also make such repairs and replacements to the Property due to the negligence of Tenant, its agents, employees, invitees, licensees and contractors.

Tenant shall maintain all improvements at the Property.

Tenant shall provide and pay for its own regular janitorial at the Property.

Where repairs and replacements are to be made by Tenant or any person claiming through or under Tenant, such repairs and replacements shall be made and performed (a) at Tenant's cost and expense and at such time and in such manner as Landlord may designate, (b) by contractors or mechanics approved by Landlord, (c) so that the same shall be at least equal in quality, value and utility to the original work or installation and, (d) in accordance with this Lease and with all applicable laws and regulations of governmental authorities having jurisdiction of the Property. Where repairs, replacements, alterations, reconstructions, removals or improvements of any part of the Property are to be made by Landlord as it may deem necessary or as it may be required to make by governmental authority or otherwise, then such repairs, replacements, alterations, reconstructions, removals or improvements shall be made by Landlord with reasonable dispatch, and should the making of the same cause any interference with Tenant's use of the Property, such interference shall not relieve Tenant from the performance of its obligations hereunder.

Tenant shall at all times keep the Property in good condition, order and repair. Tenant shall not perform any acts or carry on any practices which may injure the Property or be a

nuisance or menace to other occupants of the neighboring properties. Tenant shall keep the Property in a safe and sanitary condition in accordance with the laws of the State of Michigan, and in accordance with all directions, rules and regulations of the health offices, fire marshal, building inspector or other proper officers of governmental orders affecting the Property. Tenant shall permit no waste, damage or injury to the Property. At the expiration of the tenancy created hereunder or any other termination of this Lease, Tenant shall surrender the Property in good condition, reasonable wear and tear excepted, and deliver all keys to the Property to the Landlord.

If Tenant fails to perform its obligations hereunder, Landlord ~~shall provide Tenant written notice of the failure pursuant to Section 25, below, and Tenant shall have then time allotted in Section 25 to cure the failure. If Tenant fails the cure, Landlord~~without notice may, but shall not be obligated to, perform Tenant's obligations or perform work resulting from Tenant's acts, actions or omissions and add the cost of the same to the next installment of Base Rent due hereunder.

Section 101. Surrender of Property. At the expiration of the Term, Tenant shall surrender the Property in the same condition as of the Effective Date, reasonable wear and tear and damage by unavoidable casualty excepted, and deliver all keys for, and all combinations on locks, safes and vaults in the Property to Landlord at Landlord's notice address as specified herein. If Tenant leaves any items of personal property on the Property for more than ten (10) days after expiration of the Term, such items shall conclusively be deemed abandoned and the Landlord may dispose of them in any manner it deems fit in its sole and absolute discretion. ~~Prior to vacating the Property, Tenant, at its sole cost, shall completely restore, to its original condition, the south wall of the Property (which was opened by a previous tenant to allow it to expand into the adjacent building, which now serves as the Banquet Space). Further, upon Landlord's election, and as determined by Landlord's sole discretion, prior to vacating the Property, Tenant, at its sole cost, shall completely restore, to its original condition, the wall(s) dividing the Bar and the Restaurant.~~ Tenant ~~also~~ acknowledges and recognizes that the built-in bar within the Bar, including the built-in coolers, refrigerators, and sinks, is/are property of Landlord and shall remain in the Property.

Section 112. Tenant's Undertaking. Tenant hereby hires the Property for the Term and covenants to pay or cause to be paid to Landlord at the dates and times set forth herein for all of the other obligations, covenants and agreements to be performed by Tenant.

Section 123. Assignment and Subletting. Tenant may not assign its interest in the Lease without Landlord's written consent.

Section 134. Right to Mortgage. This Lease shall be subordinate to any mortgage or trust deed now or hereafter encumbering the Property, and to any and all advances to be made thereunder, interest thereon and all renewals, replacements and extensions thereof, provided the mortgagees or trustees named in such mortgages or trust deeds agrees, in the event of a foreclosure, to recognize the rights of Tenant under this Lease while Tenant is not in default in the performance of the obligations on its part to be performed hereunder.

Notwithstanding any provision herein contained, any mortgagee, at its election, by notice in writing delivered to Landlord and Tenant, shall be entitled to have this Lease treated as prior to the lien of its mortgage, whether or not this Lease is dated prior or subsequent to the date of such mortgage.

Section 145. Bankruptcy. If the estate created hereby shall be taken in execution or by other process of law, or if proceedings under any bankruptcy law shall be begun by or against Tenant or any assignee in possession, or if Tenant or any assignee in possession shall be declared insolvent according to law, or if any receiver, custodian or trustee is appointed for the business or property of Tenant or any assignee in possession, or if any assignment shall be made of any Tenant's property or of the property of any assignee in possession for the benefit of creditors, then, in any of such events, this Lease may be canceled at the option of Landlord.

Section 156. Improvements and Alterations. In general, Tenant shall not alter structurally or otherwise, improve or remodel the Property without the written consent of Landlord, which consent may be withheld on the Landlord's sole and absolute discretion. Any alterations, additions, improvements and fixtures, other than trade fixtures, which may be made or installed by either of the parties hereto upon the Property and which in any manner are attached to the floors, walls or ceiling shall be the property of Landlord and at the termination of this Lease shall remain upon and be surrendered with the Property as a part thereof. If, however, upon the termination of this Lease, Landlord so requests in writing, Tenant shall promptly remove any additions, fixtures and installations placed in the Property by Tenant and repair any damage occasioned by such removal at Tenant's expense, and in default thereof, Landlord may effect such removal and repairs, and Tenant shall pay Landlord the cost thereof.

Section 167. Damage by Fire, Casualty, Etc. If the Property shall be damaged or destroyed in whole or in part by fire, windstorm, or other casualty included in the perils covered by standard fire insurance policies with extended coverage, malicious mischief, and vandalism endorsements, Landlord will repair and restore the same to a good tenable condition with reasonable dispatch, and the rent herein provided for shall abate entirely in case the entire Property is untenable and pro rata for the portion rendered untenable. In case a part only is untenable, Tenant shall pay during such time the portion of rent that the part tenable shall bear to the entire Property, until the same shall be restored to a tenable condition. There shall be no abatement of rental if the Property are rendered untenable for any cause other than damage by fire, windstorm, or other casualty described above. If Tenant shall use any part of the Property for storage during the period of repair, a reasonable charge shall be made therefor against Tenant.

Section 178. Eminent Domain. If the whole of the Property shall be taken by any public authority under the power of eminent domain, then the Term of this Lease shall cease as of the day possession shall be taken by such public authority and the rent shall be paid up to that day with a proportionate refund by Landlord of any prepaid rent.

In the event of any taking under the power of eminent domain, whether of the whole

or a part of the Property, Landlord shall be entitled to receive the entire award for any such taking, Tenant shall have no claim against Landlord or the public authority taking the property for the value of any unexpired portion of the Term of this Lease and Tenant hereby expressly assigns to Landlord all of its rights in and to any such award. Nothing contained in this Section 18 shall be deemed to prevent Tenant from making a claim in any eminent domain proceedings for Tenant's moving expenses and for the value of any items of Tenant's property which are compensable in law, including trade fixtures and equipment.

Section 189. Personal Property Taxes. Tenant shall be responsible for and shall pay before delinquency, all taxes assessed during the Term of this Lease against any leasehold interest or personal property of any kind owned by or placed in, upon, or about the Property by Tenant.

Section 1920. Use and Purpose. Tenant covenants that the Property shall be used and occupied only as a bar and restaurant and for no other purpose or purposes without the written consent of Landlord, and the Property will not be used for any purpose in violation of any law, municipal ordinance or regulation. On breach of this covenant and after having provided written notice pursuant to Section 25, below, and Tenant's failure to timely cure, Landlord, at its option may terminate this Lease forthwith and re-enter and repossess the Property. Tenant shall promptly comply with all laws, ordinances and lawful orders and regulations affecting the Property, and the cleanliness, safety, occupation and use of same.

Section 201. Utilities and Services. Tenant shall pay for all utilities at the Property.

Section 212. Access to Property. Landlord and its designees may enter the Property at reasonable hours and upon reasonable prior notice (except in the case of emergency) to (a) inspect the same, (b) exhibit the same to prospective purchasers, lenders or tenants, (c) determine whether Tenant is complying with all of its obligations hereunder, (d) supply services to be provided by Landlord to Tenant hereunder, (e) post notices of non-responsibility, and (f) make repairs required of Landlord under the terms hereof provided, however, any entry, inspection, repairs or work to be performed by Landlord shall be undertaken in such a manner as to minimize any disruption to Tenant's business being conducted at the Property. If approval from any regulators or other governmental authorities is necessary in order for Landlord and/or Landlord's agents to inspect or otherwise access the Property, Tenant shall put forth best efforts to support such approvals as necessary for inspection, and if Landlord's and or Landlord's agent's access to certain space in the Property is conditioned on Landlord being accompanied by a member of the Tenant's management team, Tenant shall provide such access to the Property as soon as reasonably possible, upon Landlord request.

Section 223. Non-Liability of Landlord. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining properties or any part of the properties adjacent to or connected with the Property. Tenant shall be solely responsible for all injuries to persons and property resulting from any accident, explosion, leak or other cause arising in or about the use of the Property and its appurtenances, as hereinbefore stated, and it will not hold

Landlord responsible for any loss or damage caused through accident or injury of any kind resulting from leaks, explosions, etc., from the properties adjoining the Property. Landlord shall not be responsible for any loss damage resulting to Tenant or its property or to any other person or person or their property which may be caused by the bursting, stopping or leaking of water, gas, sewer or steam pipes or from overflow or backing up of any sewer or water main.

Section 234. Excuse of Landlord's Performance. Anything in this Lease to the contrary notwithstanding, Landlord shall not be deemed in default with respect to the performance of any obligation on its part to be performed under this Lease if such a default shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, pandemic, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service, utility or through act of God or other cause, or causes, whether similar or dissimilar to those enumerated beyond the control of Landlord.

Section 245. Tenant Default and Landlord Remedies. If Tenant (a) defaults in paying any sums to Landlord within ten (10) days of when due, (b) defaults in performing any other covenant or condition of this Lease and does not cure the default within thirty (30) days after written notice from Landlord specifying the default provided, however, if such non-monetary default is of a nature that it cannot reasonably be cured within such 30 day period and Tenant is diligently pursuing a cure, such thirty (30) day period shall be extended for a reasonable amount of time not to exceed ninety (90) days, (c) Tenant knowingly and intentionally falsifies any report to be furnished to Landlord pursuant to the terms of this Lease, (d) is bankrupt or makes any assignment for the benefit of creditors, or (e) Tenant breaches any agreement with Landlord (each of the events in (a) – (e) is an “Event of Default”), then Landlord may accelerate the full balance of the rent payable for the remainder of the Term and sue for such sums, may terminate this Lease, or may, without terminating this Lease, reenter the Property, dispossess Tenant or any other occupant of the Property, remove Tenant's effects, and relet the Property for the account of Tenant for the rent and upon the terms that are satisfactory to Landlord, crediting the proceeds, after deducting the costs of reentry, alterations, additions, and reletting, to the unpaid rent and the other amounts due during the remainder of the Term, and Tenant shall remain liable to Landlord for any unpaid balance. The Landlord may also pursue all other remedies available to it under Michigan law in the event of an uncured default by the Tenant.

If suit is brought to recover possession of the Property, to recover any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant that Tenant was to keep or perform, and a breach is established, then the prevailing party ~~Tenant~~ shall pay to the other party ~~Landlord~~ all expenses incurred, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the default and shall be enforceable whether or not the action is prosecuted to judgment. The court or tribunal in which any suit is brought will determine the prevailing party. Landlord and Tenant each waive any right to a jury trial.

Section 256. Holding Over. Should Tenant hold over after the Lease Term or the termination of this Lease, thereafter the tenancy shall be from month to month in the absence

of a written agreement to the contrary, subject, however, to all of the terms and conditions of this Lease; provided, however, that the Base Rent for the holdover term shall be 1~~15~~0% of the rent in the month immediately preceding such holdover tenancy. Such increase in Base Rent shall not be the Landlord's sole remedy in the event of a holdover tenancy, it being agreed that the Tenant may also be liable for consequential damages sustained by Landlord.

Section 267. Personal Guaranty. As set forth in the Guaranty ("Guaranty") attached hereto as **Exhibit A**, David Pendency and Susan Pendency (together, "Guarantors") personally and unconditionally guarantee the payment of all amounts due under this Lease by Tenant to Landlord. Under the personal guaranty, Landlord shall not be obligated to first seek recovery from Tenant; Landlord, at its sole option and discretion, may pursue either Tenant, Guarantors, or both for any amounts due.

Section 278. Right of First Refusal. If during the Term the Landlord obtains a bona fide offer (the "Offer") for the purchase of the Property that is acceptable to it, Landlord shall deliver to Tenant a written notice (the "Notice") (i) stating its intention to transfer the Property, and (ii) including a copy of the Offer for purchase or a statement of the terms of the proposed sale. Tenant shall have the right and option (the "Option") for a period of fifteen (~~21~~15) days after receipt of the Notice to elect to purchase the Property upon the same price, terms and conditions of as contained in the Notice. Exercise of the Option shall be by written notice by Tenant to Landlord. All notices shall comply with the notice provision set forth below.

If Tenant does not elect to exercise the Option, then Landlord may close such transaction in accordance with the provisions of the Offer, ~~and Landlord may also terminate this Lease upon 30 days' notice to Tenant.~~ However, if Landlord does not close under the Offer, this right of first refusal shall continue as to any subsequent proposed sales or transfers of ownership of the Property.

Section 289. No Implied Waiver. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

Section 2930. Notices. All notices, demands or requests required or permitted to be given hereunder must be in writing and shall be deemed to be given (i) one (1) business day after delivery to FedEx or similar overnight service for next business day delivery, or (ii) three (3) business days after deposit in the U.S. mail postage prepaid, certified mail, return receipt requested or (iii) when sent by electronic email transmission during normal business hours (i.e., 9:00 a.m. to 5:00 p.m., Eastern Standard Time, Monday through Friday), if such transmission is immediately followed by any of the other methods for giving notice. In all cases, notices shall be addressed to the parties at their respective addresses:

Notices to Tenant shall be sent to:

Pendency Restaurant Group, LLC
793 Saint Clair
Grosse Pointe, MI 48230
dmpendency@hotmail.com

with a copy (which shall not constitute notice) to:

Eugene H. Boyle, Jr
EH Boyle, PC
14950 E. Jefferson, Suite 200
Grosse Pointe Park, MI 48230
gene@ehboyle.com

Notices to Landlord shall be sent to:

Timothy Couvreur
P.O. Box 36425
Grosse Pointe, MI 48236
Email: tfcouvreur@earthlink.net

with a copy (which shall not constitute notice) to:

Plunkett Cooney
38505 Woodward Ave., Ste. 100
Bloomfield Hills, MI 48304
Attention: Marc P. Jerabek, Esq.
Email: mjerabek@plunkettcooney.com

Section 301. Peaceful Possession. Tenant, upon paying the rentals herein provided, and performing all the covenants and agreements herein contained to be performed by it, in the manner and at the time set therefor, shall and may peacefully and quietly have, hold and occupy the Property for the Term aforesaid. Upon termination of the Lease, Tenant shall peacefully deliver to Landlord the Property.

Section 312. Mechanic's Liens. Any mechanic's lien filed against the Property for work claimed to have been done or materials furnished to Tenant shall be discharged by Tenant within thirty (30) days thereafter at Tenant's expense. For the purposes hereof, the bonding of such lien by a reputable casualty or insurance company reasonably satisfactory to Landlord shall be deemed to be the equivalent of a discharge of any such lien. Should any action, suit or proceeding be brought upon any such lien for the enforcement or foreclosure of the same, Tenant agrees, at its own cost and expense, to defend Landlord therein by counsel satisfactory to Landlord, and to pay any damages and satisfy and discharge and judgment entered therein against Landlord and/or related to the Property.

Section 323. Hazardous Wastes. Tenant shall be fully responsible, at its own expense, for compliance with all laws and/or regulations governing the handling of toxic chemicals or other substances used or stored on the Property in connection with Tenant's business conducted therein. Tenant shall not spill, introduce, discharge or bury any toxic chemical, substance or contaminant of any kind in, on, or under the Property or any toxic chemical, substance or contaminant into the sanitary or storm sewer or water system serving the Property or any adjacent properties or into any municipal or other governmental water system or storm and/or sanitary sewer system. Tenant shall employ all appropriate

safeguards and procedures necessary or appropriate to protect such systems from contamination. Tenant shall undertake, at its expense, any necessary and/or appropriate cleanup process in connection with any breach of the foregoing covenants, and without limiting Tenant's other indemnify or insurance obligations under this Lease. Tenant shall indemnify and hold harmless Landlord from and against all liability whether direct, indirect, consequential or otherwise, arising from any incident or occurrence on or about the Property or any adjacent properties pertaining to toxins which results from the acts of omissions of Tenant, its agents, employees or invitees.

Section 334. Entire Agreement. The Lease and the Guaranty shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect. The Lease and the Guaranty cannot be changed, modified or discharged orally but only by an agreement in writing signed by the party against whom enforcement of the change, modification or discharge is sought. Nothing contained herein shall be construed by the parties hereto or by any third party to establish any relationship between the parties other than that of Landlord and Tenant, and Landlord and Guarantor.

Section 345. Miscellaneous.

- A. Recordation. Neither Landlord nor Tenant shall record this Lease or a short form memorandum hereof without the prior written consent of the other party.
- B. Brokers. Tenant warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Lease, and it knows of no other real estate broker or agent who is entitled to a commission in connection with this.
- C. Binding on Successors, Etc. The covenants, conditions and agreements made and entered into by the parties hereto shall inure to the benefit of and shall be binding upon their respective heirs, successors, representatives and assigns.
- D. Governing Law. This Lease shall be governed by and construed pursuant to the laws of the State of Michigan.

Landlord and Tenant have signed this Lease on the day and year first above written.

LANDLORD:

Couvreur Family Limited Partnership

By: Timothy R. Couvreur
Its: General Partner

TENANT:

Pendy Restaurant Group, LLC,
a Michigan limited liability company,

By: David Pendy

Its: Member

Exhibit A to Net Lease Agreement

GUARANTY

As a material inducement to Landlord to enter into the Lease dated December, 20232, ~~and effective on and as of January 1, 2023~~, concerning the premises at 20930-20934 Mack Avenue, Grosse Pointe Woods, Michigan 48236 (the "Lease"), between Pendency's Restaurant Group, LLC, a Michigan limited liability company, as Tenant, and Couvreur Family Limited Partnership, as Landlord, David Pendency and Susan Pendency (together, "Guarantors") hereby unconditionally and irrevocably guarantee the complete and timely performance of each obligation of Tenant and any assignee under the 60-month term of the Lease ~~and any extensions or renewals of and amendments to the Lease~~. This Guaranty is an absolute, primary, and continuing, guaranty of payment and performance and is independent of Tenant's obligations under the Lease. Guarantors shall be primarily liable with Tenant and any other guarantor of Tenant's obligations under the Lease. Guarantors waive any right to require Landlord to (a) join Tenant with Guarantors in any suit arising under this Guaranty, (b) proceed against or exhaust any security given to secure Tenant's obligations under the Lease, or (c) pursue or exhaust any other remedy in Landlord's power. Until all of Tenant's obligations to Landlord have been discharged in full, Guarantors shall have no right of subrogation against Tenant. Landlord may, without notice or demand and without affecting Guarantors' liability hereunder, from time to time, compromise, extend or otherwise modify any or all of the terms of the Lease, or fail to perfect, or fail to continue the perfection of, any security interests granted under the Lease. ~~Without limiting the generality of the foregoing, if Tenant elects to extend the Lease Term or otherwise expand Tenant's obligations under the Lease, Tenant's execution of and related Lease documentation shall constitute Guarantors' consent thereto and such increased obligations of Tenant under the Lease shall constitute a guaranteed obligation hereunder. Guarantors hereby waive any and all rights to consent thereto.~~ Guarantors waive any right to participate in any security now or hereafter held by Landlord. Guarantors hereby waive all presentments, demands for performance, notices of nonperformance, protests, notices of protest, dishonor and notices of acceptance of this Guaranty, and waive all notices of existence, creation or incurring of new or additional obligations from Tenant to Landlord under the Lease. Guarantors further waive all defenses afforded guarantors based on suretyship or impairment of collateral under applicable law, other than payment and performance in full of Tenant's obligations under the Lease. The liability of Guarantors under this Guaranty will not be affected by (1) the release or discharge of Tenant from, or impairment, limitation or modification of, Tenant's obligations under the Lease in any bankruptcy, receivership, or other debtor relief proceeding, whether state or federal and whether voluntary or involuntary; or (2) the rejection or disaffirmance of the Lease in any such proceeding; ~~or (3) the cessation from any cause whatsoever of the liability of Tenant under the Lease~~. Guarantors shall pay to Landlord all costs incurred by Landlord in enforcing this Guaranty including, without limitation, reasonable attorneys' fees and expenses. The obligations of Tenant under the Lease to execute and deliver estoppel statements, as therein provided, shall be deemed to also require the Guarantors hereunder to do so and provide the same relative to Guarantors following written request by Landlord in accordance with the terms of the Lease. All notices and other communications given pursuant to, or in connection with, this Guaranty shall be delivered in

the same manner required in the Lease. All notices or other communications addressed to Guarantors shall be delivered at the address(es) set forth below. This Guaranty shall be binding upon the heirs, estates, legal representatives, successors and permitted assigns of Guarantors and shall inure to the benefit of Landlord and its successors and assigns. Neither this Guaranty or any rights or obligations of Guarantors hereunder shall be assigned by Guarantors without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion.

Executed December, 20232 so as to be effective upon execution
~~and as of January 1, 2023.~~

GUARANTOR:

David Pendy
Address: 793 Saint Clair
Grosse Pointe, MI 48230

GUARANTOR:

Susan Pendy
Address: 793 Saint Clair
Grosse Pointe, MI 48230

Open.29341.23932.30218213-1

LEASE

In exchange for the rent as specified to be paid, due on the first day on each month, ~~payable no later than the 5th day, with a penalty of \$25 a day for each late day, with due and payable in full with current due~~ payment to be made by Tenant via ZELLE performed by the tenant, WALTER HAGE ("Landlord" or "Owner"), owner, agrees to lease to the tenant, Pendy's Restaurant Group, LLC ("Tenant"), _____ also doing business as _____ the premises at 20926 Mack Avenue, Grosse Pointe Woods, MI 48236 ("Premises"), to be used as a restaurant, effective on the Michigan Liquor Control Commission's ("MLCC") approval of Tenant's conditional liquor license (the "Commencement Date"), and expiring on the last day of the 60th month after the commencement date (the "Term"). Landlord acknowledges and agrees that this Lease is conditioned on Tenant obtaining a liquor license from the MLCC for the Bar and Restaurant on the Property. If Tenant is unable, for any reason, to obtain a liquor license, this Lease shall be null and void, and any money exchanged pursuant to it shall be returned as if this Lease never existed._____.

Tenant shall pay a late payment fee of two percent (2%) of any amount due on all payments required to be made under this Lease which are received by Landlord more than five (5) calendar days after the respective due date or in the event a check is returned from Landlord's bank for any reason whatsoever. The parties acknowledge that the fee is intended solely to compensate Landlord for the additional costs incurred in processing the payments received late.

Tenant acknowledges having inspected and examined the premises, including the roof, prior to the execution of this lease, knows the condition of the premises and accepts the premises 'as-is.' Tenant further acknowledges that the condition of the premises is acceptable to the tenant and that no representations as to the condition of the premises have been made by the owner which are not expressed in this lease.

Rent Schedule beginning the first day of the first month:

\$2,000/month thru _____ ~~December 31, 2024~~₃
\$2,100/month thru _____ ~~December 31, 2025~~₄
\$2,200/month thru _____ ~~December 31, 2026~~₅
\$2,200/month thru _____ ~~December 31, 2027~~₆

The following terms and conditions apply and are expressly accepted by the tenant:

1. Tenant is responsible for the payment of all utilities, which must be carried in the Tenant's name.

2. Tenant is responsible for all maintenance and repairs, including repairs of any structural damage, and exterior landscaping with the exception of the exterior walls and the roof, which Landlord shall maintain.

3. Tenant agrees to carry renter's insurance coverage for Tenant's contents and equipment and acknowledges that the Owner bears no liability whatsoever. Tenant agrees to bear the cost of any and all repairs for storm or water damage or any damage due to flooding or sewer back ups

Page 1 of 3 pages

4. Tenant agrees to carry casualty loss insurance for the repair or replacement of front glass door and windows and acknowledges that the Owner is not liable for such repairs or replacement and does not carry insurance to cover such loss, repairs or replacement.

5. Tenant agrees that all interior and exterior changes to the premises made by the Tenant, including the installation of equipment will be made at the Tenant's expense, and for which the Tenant must obtain any and all required permits.

Under no circumstances may the Tenant alter, remove, damage or otherwise change the tin metal ceiling on the premises.

6. Upon vacating the premises, any and all personal property and/or equipment left on or in the premises shall be conclusively deemed abandoned and shall be disposed of at the discretion of the Owner of the premises, the expense for which the Tenant shall be liable, and without compensation to the tenant.

7. Upon vacating, Tenant will ~~surrender~~restore the premises in the same condition as of the Effective Date, reasonable wear and tear and damage by unavoidable casualty excepted to the original condition in which the tenant received the premises, at the Tenant's expense ~~including replacing the wall Andiamo removed in order to enlarge its dining area~~ and/or remove any/and all equipment installed in or on the property and repair any and all damage resulting therefrom.

8. Tenant agrees to submit to all required government inspections, comply with all zoning ordinance and inspection requirements and pay all related costs.

9. Tenant agrees to fully indemnify the Owner for any and all liability and related costs, including legal fees, and will carry insurance to provide for such indemnification, and acknowledges that the owner bears no liability whatsoever.

10. Tenant will not assign or transfer this lease, or any interest therein, or sublet the premises, or any part thereof, without the advance written consent of the Owner.

11. One or more waiver of any terms of this lease by the Owner shall not be construed as a waiver of other terms of this lease. Any such waiver must be writing and cannot be enforced or claimed by the Tenant unless executed in writing by the Owner.

Page 2 of 3 pages

12. Tenant acknowledges that the Owner reserves that right to subject and subordinate this lease to the sale of the premises. The Owner will give the tenant 30 days written notice of any legitimate bone fide offer to purchase the Premises such action, and offering the Tenant the right of first refusal to purchase the Premises under the same terms and conditions as those contained in the bona fide offer.

13. In the event the Premises are destroyed by fire or otherwise made uninhabitable for whatever reason, tenant will not hold the Owner responsible for repair or restoration or to any set schedule for repair or restoration.

14. The terms and conditions of this lease apply to any renewed term or month-to-month tenancy unless otherwise altered or added to by the Owner in writing.

15. If any term or terms of this lease are ruled unenforceable by a court of law, the remaining terms shall continue in full force and effect.

16. If Tenant wishes to lease the premises for an additional 5 years beyond the term of this lease, Tenant must so notify the Owner in writing at least 30 days prior to the end of the current term. During that ~~30-day~~30-day period, that is, not later than during the month of June, 2027~~6~~, Tenant may exercise the

option to discuss with the Owner an additional 5 year lease on terms and conditions to be agreed upon by the tenant and the Owner.

Date: _____

Walter Hage
Landlord/Owner of 20922 Mack Avenue
Owner's mailing address:
21351 Van Dyke
Warren, MI 48089

248/993 2594

Date: _____

~~Name of new Tenant or doing business as~~
Pendy's Restaurant Group, LLC
By: David M. Pendy
Its: Member
793 St. Clair
Grosse Pointe, MI 48230
Page 3 of 3 pages

From: scanner@anafirm.com
To: [Kim Pendergrass](#)
Subject: Transmission Result : OK Fax Message NO.0618
Date: Tuesday, February 21, 2023 11:47:38 AM
Attachments: [20230221115423882.tif](#)

This E-mail was sent from "RNP5838796D63CE" (IM C4500).

Queries to: scanner@anafirm.com

***** Communication Result Report(2023. 2.21 11:54) *****

Sender:
Time : 2023/ 2/21 10:16

[Dest.] G3 :15172848557
[Sent Page/Total Page] 76/ 76 [Result] OK

Reason for error
E.1) Hang up or line fail
E.2) Busy
E.3) No answer
E.4) No facsimile connection
E.5) Exceeded max. E-mail size
E.6) Destination does not support IP-Fax

This email has been scanned by Trend Micro Hosted Email Security
For more information, visit <https://n2mtech.com/desktop-security---backup>

Project:

Andiamo Trattoria
 Renovation of an Existing Restaurant
 2030 Park Avenue, Gross Pointe Woods, PA 40236

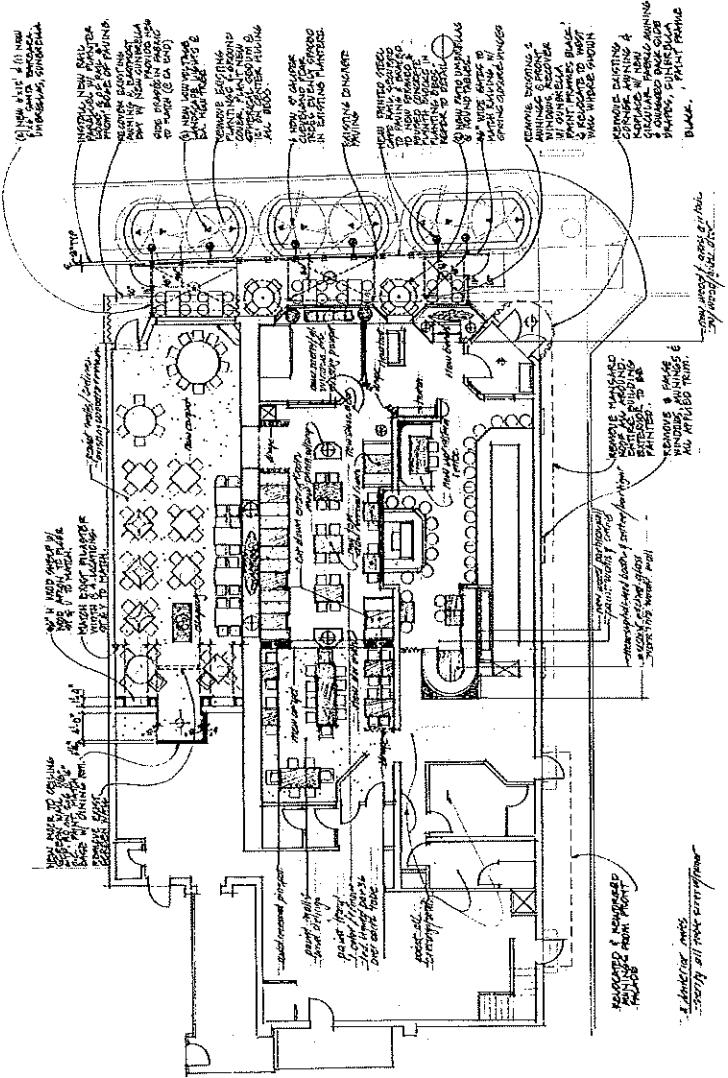
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Drawn By:	
Checked By:	
Date:	

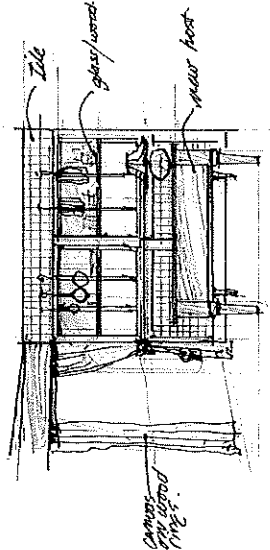
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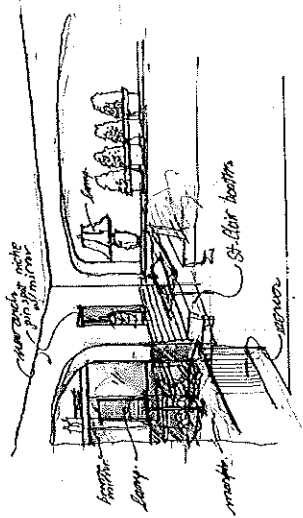
A-1



NOTHING SHOWN TO BE RELOCATED ON PACE AVE. EXISTING PARTITION WALLS TO BE DEMOLISHED & RELOCATED TO MATCH EXISTING ON HAMPTON. ELEVATION



View of Host
 NTS



View of Interior
 NTS

illed Roma tomatoes, garlic, and basil, topped melted mozzarella with shaved Parmesan and drizzled balsamic.

Arancini

\$10.95

Italian rice ball stuffed with Mozzarella over Pomodoro sauce

Grilled Portabella Mushrooms - GF

\$10.95

Marinated then grilled, and served with Frattoria Zip sauce. With beet tips - \$11.95

Charcuterie Board (changes seasonally)

\$17.95

Selection of artisan Italian meats and cheeses, with olives, peppers, and crostini's

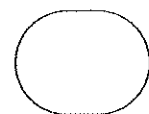
Calamari - Traditional

\$17.95

Baby squid lightly dusted with seasoned flour, flash fried, served with a lemon wedge and homemade Ammoglio sauce. Spicy Calamari - \$18.95

Traditional Sausage and Peppers

\$17.95



Mixed field greens, Chevre cheese, tomato, olives, cucumber, red onion, balsamic vinaigrette. Choice of beef tips or salmon

Grilled Protein

Chicken 3.95 | Steak 8.95 | Shrimp 3.95 each | Salmon 9.95

Pizza Pie

Hand Tossed & Baked In Our Brick Oven. If you do not see your favorite, we will be happy to create it for you. Gluten-Free Crust Available - \$3

The Christa

\$16.95

white Margarita with fresh Mozzarella, sliced Roma tomatoes, basil, extra virgin olive oil. Margarita Style add \$1.00

Pepperoni

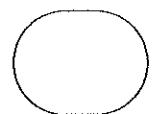
\$16.95

pepperoni, button mushrooms, Parmesan, Mozzarella, San Marzano pizza sauce

The Godfather

\$21.95

italian sausage, bacon, pepperoni, prosciutto, mushrooms, onion, peppers, olives, Mozzarella, San Marzano pizza sauce



Fresh spinach and egg linguine, sautéed chicken, onion, crispy prosciutto, spring peas, tossed in a light Rosemary cream sauce

Linguine Serventi

\$22.95

Sautéed chicken tenderloin, fresh tomato, banana peppers, garlic, homemade pasta, tossed in a Chablis white wine sauce

Gnocchi alla Palmina

\$22.95

Homemade potato dumplings tossed in our creamy Palmina sauce

Fettuccini Alfredo

\$20.95

Homemade pasta, aged imported cheeses, tossed in a light cream sauce. With Chicken \$24.90. Add 2 shrimp for \$7.95

Linguine Con Vongole

\$28.95

Baby clams, garlic, natural sauce over fresh linguine

Mushroom Risotto

\$21.95

Fresh portabella, button mushrooms, basil, onions and Madiera wine with Arborio rice

(Beef & Pork) Manzo e Maiale

Choice cut meats served with your choice of Trattoria house salad or soup, and accompanied by our fresh baked bread service. Paired with a side of potato of the day and fresh vegetable of the day

Filet alla Trattoria

Market Price

8 oz steer filet mignon, cooked to order, and served with Trattoria Zip sauce

Rib Eye

Market Price

12 oz steak, cooked to order, and served with Trattoria Zip sauce. Or served Siciliana style with a side of homemade Ammoglio sauce

Braciola Di Maiale alla Trattoria

\$30.95

Bone-in center cut pork chop, char-grilled, topped with a Portobello mushroom cap, zip sauce. Or served Sicilian breadcrumb encrusted, topped with baked Mozzarella, with a side of homemade Ammoglio sauce - \$31.95

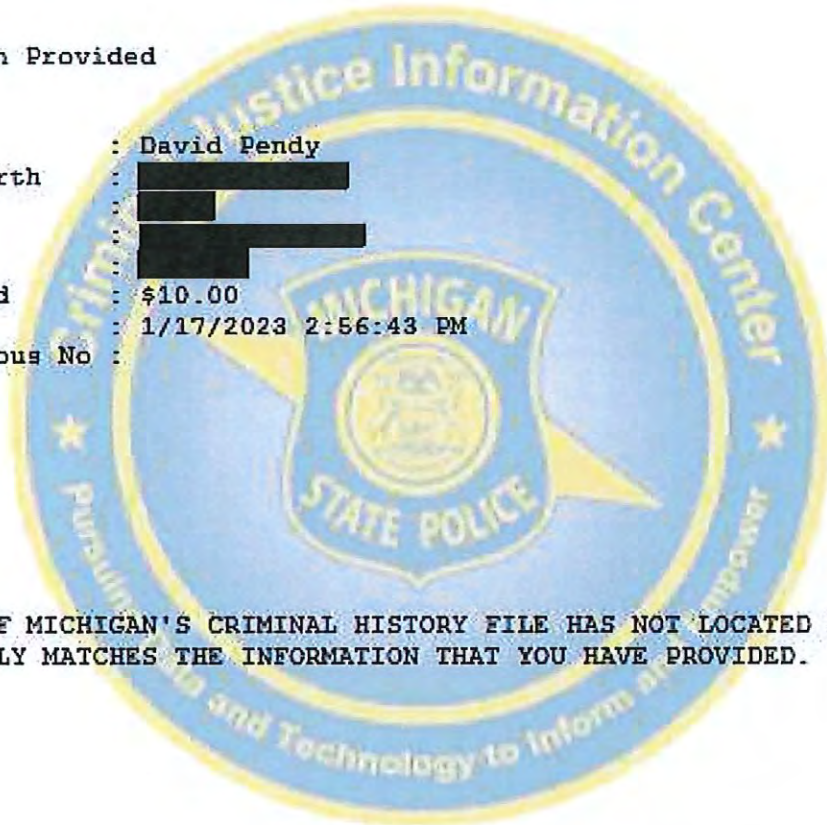
Prime Rib





Information Provided

Name : David Pandy
Date of Birth : [REDACTED]
Gender : [REDACTED]
Race : [REDACTED]
Reason : [REDACTED]
Amount Paid : \$10.00
Order Date : 1/17/2023 2:56:43 PM
Miscellaneous No :

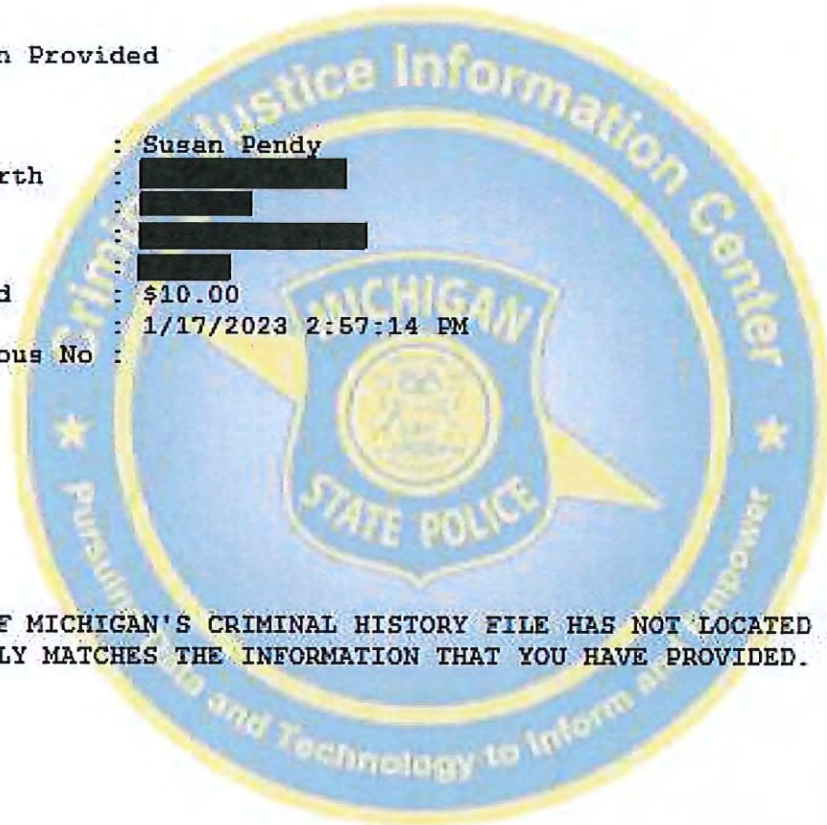


A SEARCH OF MICHIGAN'S CRIMINAL HISTORY FILE HAS NOT LOCATED A CRIMINAL RECORD THAT EXACTLY MATCHES THE INFORMATION THAT YOU HAVE PROVIDED.



Information Provided

Name : Susan Pandy
Date of Birth : ██████████
Gender : ██████████
Race : ██████████
Reason : ██████████
Amount Paid : \$10.00
Order Date : 1/17/2023 2:57:14 PM
Miscellaneous No :



A SEARCH OF MICHIGAN'S CRIMINAL HISTORY FILE HAS NOT LOCATED A CRIMINAL RECORD THAT EXACTLY MATCHES THE INFORMATION THAT YOU HAVE PROVIDED.



STATE OF MICHIGAN

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

GRETCHEN WHITMER
GOVERNOR

ORLENE HAWKS
DIRECTOR

RECEIVED

APR 11 2023

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Friday, April 07, 2023

Kelly Allen, attorney
c/o Pendency's Restaurant Group, LLC
kallen@anafirm.com

RID # RQ-2302-01840 **Reference/Transaction:** Conditional License; Transfer Ownership 2022 Class C License With Sunday Sales Permit (PM) And Outdoor Service (1 Area) From 20930 Mack Avenue, Inc.; New SDM License In Conjunction, Issued Under MCL 436.1533(5)(A), Non-Transferable; New Sunday Sales Permit (AM); Add Space To Include 20926 Mack Ave; New Sunday Sales Permit (PM) For The SDM License - Mixed Spirit Drink Located At 20930-20934 Mack Ave, Grosse Pointe Woods, MI 48236.

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: Pendency's Restaurant Group, LLC

Business address and phone number: 20930-20934 Mack Ave, Grosse Pointe Woods, MI 48236

Home address and phone number of partner(s)/subordinates:

David Pendency; 793 Saint Clair St., Grosse Pointe, MI 48230; C: 636-233-1358
Susan Pendency; 793 Saint Clair St., Grosse Pointe, MI 48230; C: 636-399-2255

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Southfield District Office (313) 456-1170

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

A copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

ZS

cc: Pendency's Restaurant Group, LLC – mwebster@anafirm.com
20930 Make Avenue, Inc. - joev@andiamoitalia.com
Grosse Pte Woods City - cityclerk@gpwmj.us

MICHIGAN LIQUOR CONTROL COMMISSION
PAT GAGLIARDI, CHAIR
525 W. Allegan St. • P.O. BOX 30005 • LANSING, MICHIGAN 48909
www.michigan.gov/lcc • 866-813-0011

CITY OF GROSSE POINTE WOODS
 20025 MACK PLAZA
 GROSSE POINTE WOODS, MI 48236
 Phone : (313) 343-2440
 E-Mail : SMURPHY@GPWMI.US
 WWW.GPWMI.US

Received From: PENDY, SUSAN
 Date: 03/10/2023 Time: 4:42:09 PM
 Receipt: 493186
 Cashier: hgoff

ITEM REFERENCE	AMOUNT

0548 CITY CLERK MISC RECEIPTS	
LIQUOR PERMIT	\$2,500.00

TOTAL	\$2,500.00
CHECK 1128	\$2,500.00
Total Tendered:	\$2,500.00
Change:	\$0.00

City of Grosse Pointe Woods
 20025 Mack Avenue, Grosse Pointe Woods
 Phone 343-2440

CITY CLERK

\$ _____ F.O.I.A.
 \$ _____ Notary LIQUOR
 \$ 2,500.00 Permits/Licenses
 \$ _____ Voter Info.
 \$ _____ Public Hearing Fees
 \$ _____ MAR 10 2023 Fireworks Vendor

\$ _____ CITY OF GROSSE POINTE WOODS
PENDY'S RESTAURANT GROUP, LLC

701469
 Customer Copy

RECEIVED
APR 05 2023
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe News

16980 Kercheval Pl
Grosse Pointe, Michigan 48230
(313)882-3500

COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

Melanie Mahoney

being duly sworn deposes and says that attached advertisement of

City of Grosse Pointe Woods

was duly published in accordance with instructions, in the GROSSE POINTE NEWS on the following dates:

City of *Grosse Pointe Woods*, Michigan

NOTICE IS HEREBY GIVEN that in accordance with Chapter 4, Article II, Liquor and Tavern Licenses of the 2017 City Code of the City of Grosse Pointe Woods, Michigan, the City will hold a public hearing on Monday, April 17, 2023, at 7:00 p.m. at 20025 Mack Plaza in the Council-Court Room of the Robert E. Novitke Municipal Center to hear comments from the public regarding transfer of ownership of a Class C Liquor License, issuance of a new SDM License, and new permit for Sunday AM sales to Pendency's Restaurant Group, LLC, d/b/a Pendency's Grosse Pointe, 20930 Mack Avenue, Grosse Pointe Woods, MI, from 20930 Mack Avenue, Inc., located at 20930-20934 Mack Avenue, Grosse Pointe Woods, MI, which in addition to transfer of the Class C, issuance of a new SDM License and new permit for Sunday AM sales, is also requesting transfer of a Class C Liquor License with PM sales and Outdoor Service Area Permits.

All interested persons are invited to attend and will be given opportunity for public comment. The file is available for public scrutiny at the City Clerk's office at City Hall. The public may appear in person or be represented by counsel. Written comments will be received in the City Clerk's office, up to the close of business preceding the hearing. A group spokesperson is encouraged on agenda items concerning organized groups. Individuals with disabilities requiring auxiliary aids or services at the meeting should contact the Grosse Pointe Woods Clerk's Office at 313 343-2440 seven days prior to the meeting.

Paul P. Antolin
City Clerk

is the Administrative Assistant

Melanie Mahoney



Notary Public

PARCEL NUMBER	BUSINESS ADDRESS	BUSINESS OWNER	BUSINESS OWNER ADDRESS	CITY/ST/ZIP
003 03 0003 002	20923 MACK AVE	ANDERSON, BRUCE A	20923 MACK AVE	GROSSE POINTE WOODS, MI 48236
003 03 0001 000	20915 MACK AVE	MATOUK, WILLIAM	20915 MACK AVE	GROSSE POINTE WOODS, MI 48236
004 03 0116 001	20930 MACK AVE	PDNTCHARTRAIN PROPERTIES	PO BOX 36425	GROSSE POINTE, MI 48236-0425
004 03 0116 001	20930 MACK AVE	OCCUPANT	20930 MACK AVE	GROSSE POINTE WOODS, MI 48236
004 02 0180 000	1865 ROSLYN RD	MCCABE, MATT	1865 ROSLYN RD	GROSSE POINTE WOODS, MI 48236
004 02 0179 000	1857 ROSLYN RD	GRIMM, MATTHEW	1857 ROSLYN RD	GROSSE POINTE WOODS, MI 48236
004 02 0178 000	1849 ROSLYN RD	SHIMKO, JAMES	1849 ROSLYN RD	GROSSE POINTE WOODS, MI 48236
004 02 0010 002	21020 MACK AVE	YORKSHIRE PARTNERS LLC	1258 YORKSHIRE RD	GROSSE POINTE PARK, MI 48230
004 02 0010 002	21020 MACK AVE	OCCUPANT	21020 MACK AVE	GROSSE POINTE WOODS, MI 48236
004 02 0177 000	1841 ROSLYN RD	JJB INVESTMENT LLC	17421 PARKE LN	GROSSE POINTE ILE, MI 48138-1043
004 02 0177 000	1841 ROSLYN RD	OCCUPANT	1841 ROSLYN RD	GROSSE POINTE WOODS, MI 48236
004 02 0176 000	1833 ROSLYN RD	GERHART, STEPHEN & NICOLE	1833 ROSLYN RD	GROSSE POINTE WOODS, MI 48236
004 02 0175 000	1825 ROSLYN RD	LUPO, JAMES V	1825 ROSLYN RD	GROSSE POINTE WOODS, MI 48236
004 02 0174 000	1817 ROSLYN RD	SCANLON, PATRICK & RUBY	1817 ROSLYN RD	GROSSE POINTE WOODS, MI 48236
003 02 0210 000	1961 HAMPTON RD	PARKER, LUCIENNE M	1961 HAMPTON RD	GROSSE POINTE WOODS, MI 48236
004 02 0015 000	21002 MACK AVE	KING, FRANCIS X	21002 MACK AVE	GROSSE POINTE WOODS, MI 48236
003 06 0084 002	20951 MACK AVE	FUNK, ROBERT P & VICTORIA L	872 CANTERBURY RD	GROSSE POINTE WOODS, MI 48236
004 02 0017 000	20968 MACK AVE	CALIN, JOHN & URSULA	291 TOURAINE	GROSSE POINTE FARMS, MI 48236
004 02 0023 000	1860 HAMPTON RD	CITY OF GROSSE POINTE WOODS	20025 MACK PLAZA DR	GROSSE POINTE WOODS, MI 48236
004 02 0024 000	1856 HAMPTON RD	GALLAGHER, KERI A.	1856 HAMPTON RD	GROSSE POINTE WOODS, MI 48236
004 02 0018 300	20964 MACK AVE	HANSON, KEITH	4445 NATHAN WEST	STERLING HEIGHTS, MI 48310
004 02 0018 300	20964 MACK AVE	OCCUPANT	20964 MACK AVE	GROSSE POINTE WOODS, MI 48236
003 06 0083 000	20947 MACK AVE	NF-REAL ESTATE LLC	287 LONE PINE RD	BLOOMFIELD HILLS, MI 48304
003 06 0083 000	20947 MACK AVE	OCCUPANT	20947 MACK AVE	GROSSE POINTE WOODS, MI 48236
004 02 0025 000	1848 HAMPTON RD	OLSON, STEVEN	1848 HAMPTON RD	GROSSE POINTE WOODS, MI 48236
004 02 0019 300	20962 MACK AVE	GJELINA, ANTON	13871 GALE CT	STERLING HEIGHTS, MI 48313
004 02 0019 300	20962 MACK AVE	OCCUPANT	20962 MACK AVE	GROSSE POINTE WOODS, MI 48236
004 02 0026 000	1840 HAMPTON RD	WHITINGER, ERIKA	1840 HAMPTON RD	GROSSE POINTE WOODS, MI 48236
003 06 0082 000	20945 MACK AVE	PARKER, MARY LOU	20945 MACK AVE	GROSSE POINTE WOODS, MI 48236
004 02 0027 000	1832 HAMPTON RD	VAISEY, RONALD A	1832 HAMPTON RD	GROSSE POINTE WOODS, MI 48236
004 02 0020 000	20956 MACK AVE	MACK DEVELOPMENTS LLC	1115 BALFOUR ST	GROSSE POINTE PARK, MI 48230
004 02 0020 000	20956 MACK AVE	OCCUPANT	20956 MACK AVE	GROSSE POINTE WOODS, MI 48236
003 06 0081 000	20943 MACK AVE	LUCKY 13 LLC	20943 MACK AVE	GROSSE POINTE WOODS, MI 48236
004 02 0028 000	1824 HAMPTON RD	KOZAK, GRAHAM	1824 HAMPTON RD	GROSSE POINTE WOODS, MI 48236
004 02 0029 000	1816 HAMPTON RD	COHN, MARK S	1816 HAMPTON RD	GROSSE POINTE WOODS, MI 48236
004 02 0021 000	20948 MACK AVE	IVC PROPERTIES LLC	20948 MACK AVE	GROSSE POINTE WOODS, MI 48236
003 03 0008 000	1944 RIDGEMONT RD	CITY OF GROSSE POINTE WOODS	20025 MACK PLAZA DR	GROSSE POINTE WOODS, MI 48236
003 03 0005 000	20927 MACK AVE	VDG MACK AVE LLC	399 FISHER RD	GROSSE POINTE, MI 48230
003 03 0005 000	20927 MACK AVE	OCCUPANT	20927 MACK AVE	GROSSE POINTE WOODS, MI 48236
004 02 0030 000	1808 HAMPTON RD	PATTERSON, MICHAEL J	1808 HAMPTON RD	GROSSE POINTE WOODS, MI 48236
004 02 0031 000	1800 HAMPTON RD	ECONOMOU, CHRISTOPHER & LAUDEMAN, ERICA	1800 HAMPTON RD	GROSSE POINTE WOODS, MI 48236
004 03 0109 002	1857 HAMPTON RD	CITY OF GROSSE POINTE WOODS	20025 MACK PLAZA DR	GROSSE POINTE WOODS, MI 48236
004 03 0119 000	1849 HAMPTON RD	SHARMA, AMREETA V	1849 HAMPTON RD	GROSSE POINTE WOODS, MI 48236
004 03 0120 000	1841 HAMPTON RD	MCGARVAH, JAMES	1841 HAMPTON RD	GROSSE POINTE WOODS, MI 48236
004 03 0114 001	20922 MACK AVE	HAGE, WALTER	21351 VAN DYKE RD	WARREN, MI 48089
004 03 0114 001	20922 MACK AVE	OCCUPANT	20922 MACK AVE	GROSSE POINTE WOODS, MI 48236
004 03 0121 000	1833 HAMPTON RD	MATAJ, KUJTIM	1833 HAMPTON RD	GROSSE POINTE WOODS, MI 48236
004 03 0112 003	20916 MACK AVE	AAHJ PROPERTIES LLC	20916 MACK AVE	GROSSE POINTE WOODS, MI 48236
004 03 0122 000	1825 HAMPTON RD	CASSIDY, CHRISTOPHER A	1825 HAMPTON RD	GROSSE POINTE WOODS, MI 48236
004 03 0123 000	1817 HAMPTON RD	STEELE, LINDA M	1817 HAMPTON RD	GROSSE POINTE WOODS, MI 48236
004 03 0109 001	20902 MACK AVE	FOSTER FINANCIAL COMPANY, INC	18000 MACK AVENUE	GROSSE POINTE WOODS, MI 48236
004 03 0124 000	1809 HAMPTON RD	HUSZTI, JOHN	1809 HAMPTON RD	GROSSE POINTE WOODS, MI 48236
004 03 0125 000	1801 HAMPTON RD	GIGER, THOMAS	1801 HAMPTON RD	GROSSE POINTE WOODS, MI 48236
003 99 0006 000	20871 MACK AVE	VDG MACK AVE LLC	399 FISHER RD	GROSSE POINTE, MI 48230
003 99 0006 000	20871 MACK AVE	OCCUPANT	20871 MACK AVE	GROSSE POINTE WOODS, MI 48236
004 05 0108 001	20900 MACK AVE	CITY OF GROSSE POINTE WOODS	20025 MACK PLAZA DR	GROSSE POINTE WOODS, MI 48236
004 05 0107 000	1864 HOLLYWOOD AVE	GILLIS, COLIN	1864 HOLLYWOOD AVE	GROSSE POINTE WOODS, MI 48236
003 99 0007 000	20867 MACK AVE	VDG MACK AVE LLC	399 FISHER RD	GROSSE POINTE, MI 48230

003 99 0007 000	20867 MACK AVE	OCCUPANT	20867 MACK AVE	GROSSE POINTE WOODS, MI 48236
004 05 0106 000	1852 HOLLYWOOD AVE	BOGDANSKI RICHARD W	1852 HOLLYWOOD AVE	GROSSE POINTE WOODS, MI 48236
004 05 0105 000	1838 HOLLYWOOD AVE	KOCIBA, ERIC M	1838 HOLLYWOOD AVE	GROSSE POINTE WOODS, MI 48236
004 05 0104 000	1824 HOLLYWOOD AVE	FENTON, CHRISTIAN A & ANN G (TRUST)	1824 HOLLYWOOD AVE	GROSSE POINTE WOODS, MI 48236
004 05 0103 000	1810 HOLLYWOOD AVE	KILBRIDE, RONALD	1810 HOLLYWOOD AVE	GROSSE POINTE WOODS, MI 48236
004 05 0081 001	20870 MACK AVE	GUARDIAN CONTRACTORS LLC	1003 DEVONSHIRE	GROSSE POINTE, MI 48230
004 05 0081 001	20870 MACK AVE	OCCUPANT	20870 MACK AVE	GROSSE POINTE WOODS, MI 48236
004 05 0082 000	1865 HOLLYWOOD AVE	RUGGIROLI, ROBERT L	1865 HOLLYWOOD AVE	GROSSE POINTE WOODS, MI 48236
004 05 0083 000	1853 HOLLYWOOD AVE	WILLIAMS, MARY M	1853 HOLLYWOOD AVE	GROSSE POINTE WOODS, MI 48236
004 05 0084 000	1839 HOLLYWOOD AVE	CRAWFORD, KEITH A	1839 HOLLYWOOD AVE	GROSSE POINTE WOODS, MI 48236
003 06 0086 300	21003 MACK AVE	HOLVEN PROPERTIES - ROSLYN LLC	3977 LOCH BEND DR	COMMERCE TOWNSHIP, MI 48382
003 06 0086 300	21003 MACK AVE	OCCUPANT	21003 MACK AVE	GROSSE POINTE WOODS, MI 48236
004 02 0014 000	21012 MACK AVE	RIVIERA MACK LLC	35464 JEFFERS COURT	HARRISON TOWNSHIP, MI 48045
004 02 0014 000	21012 MACK AVE	OCCUPANT	21012 MACK AVE	GROSSE POINTE WOODS, MI 48236
004 02 0013 000	21016 MACK AVE	HARTEMAYER LIMITED PARTNERSHIP	1372 TRAPP LN	WINNETKA, IL 60093
004 02 0013 000	21016 MACK AVE	OCCUPANT	21016 MACK AVE	GROSSE POINTE WOODS, MI 48236
003 99 0005 000	20881 MACK AVE	CITY OF GROSSE POINTE WOODS	20025 MACK PLAZA DR	GROSSE POINTE WOODS, MI 48236
	20930 MACK AVE	TRATTORIA SERVENTI	20930 MACK AVE	GROSSE POINTE WOODS, MI 48236
	19797 MACK AVE	DA EDUARDO RESTAURANT	19797 MACK AVE	GROSSE POINTE WOODS, MI 48236
	20217 MACK AVE	BUCCI	20217 MACK AVE	GROSSE POINTE WOODS, MI 48236
	20515 MACK AVE	CHAMPS	20515 MACK AVE	GROSSE POINTE WOODS, MI 48236
	20795 MACK AVE	TELLY'S PLACE	20795 MACK AVE	GROSSE POINTE WOODS, MI 48236
	19841 MACK AVE	MACK AVENUE GRILL	19841 MACK AVE	GROSSE POINTE WOODS, MI 48236
	19271 MACK AVE	CHURCHILL'S OF GROSSE POINTE	19271 MACK AVE	GROSSE POINTE WOODS, MI 48236
	19655 MACK AVE	SALVATORE SCALLOPINI ITALIAN	19655 MACK AVE	GROSSE POINTE WOODS, MI 48236
	20745 MACK AVE	FERLITO'S FAMILY DINING	20745 MACK AVE	GROSSE POINTE WOODS, MI 48236
	20513 MACK AVE	LITTLE TONY'S LOUNGE	20513 MACK AVE	GROSSE POINTE WOODS, MI 48236
	19605 MACK AVE	GARRIDO'S BISTRO & PASTRY	19605 MACK AVE	GROSSE POINTE WOODS, MI 48236



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 The City of Grosse Pointe Woods, MI*

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 *All Rights Reserved



From: [REDACTED]
Sent: Saturday, December 31, 2022 12:53 PM
To: Elise Coyle [REDACTED] >
Subject: RE: September 2022 BAC

CAUTION: This email originated from outside of the organization. DO NOT click links, open attachments or reply to this message unless you recognize the sender and know the content is safe:

Hi Elise,

Merry Christmas and a Happy New Year! Not sure if I responded, but you can email the updated roster and confirmation letters to me. Just heard from Jon Dengel, that he is not planning on continuing with the commission...

Deb

From: [REDACTED]
To: [City Clerk; Elise Coyle](#)
Subject: FW: Marlin's resignation from the BAC
Date: Tuesday, April 25, 2023 3:34:53 PM

CAUTION: This email originated from outside of the organization. DO NOT click links, open attachments or reply to this message unless you recognize the sender and know the content is safe:

FYI regarding Marlin's resignation.

Deb

-----Original Message-----

From: Susan Stewart [REDACTED]
Sent: Tuesday, April 25, 2023 10:33 AM
To: McCarthy Debra & John [REDACTED]
Subject: Marlin's resignation from the BAC

Hello Debra,

Please note that this formal Notice of Resignation was quoted by Marlin to me this morning to forward to you, the BAC, and the City Council.

"I respectfully and regretfully resign from the Grosse Pointe Woods Beautification Commission. I have enjoyed the years on the Commission and feel confident that Amanda Snyders, with the assistance of Nicole Gerhart, Parks and Recreation Director, will do fine with their combined knowledge of PayPal. Love to all my friends on the BAC for your support over the years."

Thank you.

Susan Stewart

From: jenelle dellario [REDACTED]
Sent: Wednesday, April 19, 2023 7:40 PM
To: [REDACTED] 'Rachelle Koester' <[REDACTED]>
Subject: BAC resignation

Hello, I regrettably need to resign from BAC committee. My husband's work schedule has changed and not only does he still work weekends but now evenings as well. I foresee, like last meeting, challenges with attending Wednesday night and sadly it is very difficult finding time away from my kids and my work to complete the meeting minutes. I also cannot get any additional time off except the Wednesday I don't work while my kids are in school to help with flower sale. I was thinking I could plan on helping Wednesday May 10th and bring the minutes packet and a hard copy of all the minutes I did to turn over then. I do apologize for any inconvenience and enjoyed the group :) Thank you Jenelle Dellario



TO: Honorable Mayor Bryant and City Council

FROM: Debra A. Walling, City Attorney

RE: Chapter 4, Alcoholic Liquors, Proposed Amendment to Sec. 4-19 and Sec. 4-21

DATE: April 28, 2023

Chapter 4, Article II, Section 4-19 prohibits the City Council from making a favorable recommendation for the issuance of any additional tavern or Class C liquor license when there are eleven (11) already issued or approved in the City. Currently, two separate applications for Class C liquor licenses are pending and being reviewed in accordance with the provisions of Chapter 4 of the City Code.

The Michigan Liquor Control Commission (“MLCC”) establishes a certain number of liquor licenses for each local governmental unit based on its population. These are commonly known as “quota” licenses. The number of quota liquor licenses assigned to the City of Grosse Pointe Woods is eleven (11). However, state law also allows the MLCC to approve the transfer of liquor licenses from one city to another, regardless of the number of quota licenses.¹

By way of background, Sec. 4-19 was approved by the voters at an election held on August 3, 2004. The section numbering was different, but the ballot question was whether to raise the allowable number of Class C/Tavern licenses from seven (7) to eleven (11). The ballot question and vote totals are attached. There were no other documents located which explain why the ordinance amendment was presented as a ballot question rather than adopted by the City Council like other ordinance amendments.

Since 2004, there have been many changes to state law which recognize liquor licenses as an important economic tool. For example, in response to the pandemic, legislation was enacted to allow legislative bodies to designate “social districts,” for which special liquor licenses are issued for consumption of alcoholic beverages in designated common areas.²

As mentioned above, the MLCC allows and approves transfers of Class C/Tavern licenses from one community to another. Because of the changes in state law since 2004 and transfers in and out of cities that are occurring, the cap of eleven (11) Class C/Tavern licenses has become

¹ MCL 436.1501

² MCL 436.1551

impractical and outdated. The proposed amendment to Sec. 4-19 removes the limitation on the number of Class C/Tavern liquor licenses. The proposed amendment to Sec. 4-21 is needed if Sec. 4-19 is adopted, because the statement contained therein would no longer be accurate. Both amendments are recommended for adoption.

Respectfully submitted,

Debra A. Walling

Debra A. Walling
City Attorney

cc: Frank Schulte, City Administrator
Sue Como, Assistant City Administrator
Paul Antolin, City Clerk

ORDINANCE # _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF GROSSE POINTE WOODS, CHAPTER 4, ALCOHOLIC LIQUORS, ARTICLE II, LIQUOR AND TAVERN LICENSES; SECTIONS 4-19 AND 4-21 TO REMOVE THE LIMITATION OF ELEVEN (11) CLASS C/TAVERN LIQUOR LICENSES

THE CITY OF GROSSE POINTE WOODS ORDAINS:

Section 1. Ordinance Amendment.

Chapter 4, Alcoholic Liquors, Article II, Liquor and Tavern Licenses; Sections 4-19 and 4-21 are hereby amended to read as follows:

Chapter 4 - ALCOHOLIC LIQUORS

ARTICLE II. - LIQUOR AND TAVERN LICENSES

Sec. 4-19. - Restrictions on city council authority to signify approval of class C/tavern liquor licenses.

The city council shall not signify approval to the state liquor control commission of the issuance of any class C/tavern liquor license for use within the city when the application fails to meet the application process requirements or review criteria set forth in Sec. 4-24. ~~number of class C/tavern liquor licenses issued or approved for use within the city are eleven in number. The term "issued or approved for use within the city" shall include applications for class C/tavern licenses which have been recommended for issuance by the city council, but have not been acted upon by the state liquor control commission, and shall include class C/tavern liquor licenses in escrow as provided by the rules of the state liquor control commission.~~

Sec. 4-21. - ~~Effective date; approved by voters. Reserved.~~

~~The provisions of this article became effective when they were approved by a majority of the electors of the city voting in an election held August 3, 2004.~~

~~(Code 1975, § 4-4-5; Code 1997, § 50-5; Ord. No. 797, 8-3-2004; Ord. No. 801, 1-17-2005)~~

Section 2 of Ordinance. Repealer.

All ordinances, parts of ordinances, or sections of the City Code in conflict with this Ordinance are repealed only to the extent necessary to give this Ordinance full force and effect.

Section 3 of Ordinance. Severability.

Should any section, subdivision, clause, or phrase of this Ordinance be declared by the courts to be invalid, the validity of the Ordinance as a whole, or in part, shall not be affected other than the part invalidated.

Section 4 of Ordinance. Savings.

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect, are saved and may be consummated according to the law in force when they were commenced.

Section 5 of Ordinance. Effective Date.

This ordinance shall be effective upon publication as required by law.

CERTIFICATION OF CLERK

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Grosse Pointe Woods, County of Wayne, State of Michigan, at a regular meeting of the City Council duly called and held on _____ day of _____, 2023.

Paul Antolin, City Clerk

First Reading:
Second Reading:
Published in GPN:
Adopted:
Effective:
Date Posted:

*8/3/04 Election
file*

**OFFICIAL CANVASS OF THE RETURNS OF THE STATE PRIMARY ELECTION
HELD ON TUESDAY, AUGUST 3, 2004, IN THE CITY OF GROSSE POINTE
WOODS, WAYNE COUNTY, MICHIGAN.**

The Board of Canvassers of the City of Grosse Pointe Woods, Wayne County, Michigan, convened on Thursday, August 5, 2004, at 5:00 p.m. o'clock in the Conference Room of the Municipal Building, 20025 Mack Plaza, Grosse Pointe Woods, Michigan, to canvass the returns of the State Primary Election held on August 3, 2004.

Members present: Nicholas P. Kondak
 Leland P. Allcut, Jr.
 Fred Motney
 Gustave Rener

Also present: City Attorney Don Berschback
 City Clerk Warnke
 Elections Clerk Brown
 Election Commission rep. Council member Granger

Motion by Motney, seconded by Rener, that Kondak be nominated as Chair of the Board of Canvassers and that nominations be closed and that the Clerk cast unanimous ballots for such officer and that Kondak abstain from the vote.

Motion carried by the following vote:

Yes: Motney, Rener, Allcut
No: None
Absent: None
Abstain: Kondak

Motion by Allcut , seconded by Motney, that Rener be nominated as Vice Chair of the Board of Canvassers and that the nominations be closed and that the Clerk cast unanimous ballots for such officer and that Rener abstain from the vote.

Motion carried by the following vote:

Yes: Motney, Allcut, Kondak
No: None
Absent: None
Abstain: Rener

**BOARD OF CANVASSERS
08-05-04 – 2**

The following envelopes from all regular six precincts and the AV-7 precinct (representing the absentee voting counting board), were presented by the City Clerk to the Board of Canvassers and the City Attorney:

Envelope #1 - City Clerk
Envelope #4 - City Attorney
Envelope #5 - Board of Canvassers

The Chair stated for the record that all envelopes received from the election inspectors containing the Statement of Votes (Optical Scan) cast on Tuesday, August 3, 2004, were properly signed and sealed. This was confirmed by the City Attorney.

The Board of Canvassers, the City Attorney and City Clerk then commenced a verbal canvass of the tally tape attached to the Statement of Votes Cast (Optical Scan), as found in the respective Envelopes # 1, 4 and 5.

Motion by Motney, seconded by Kondak, to ADOPT the following resolution:

WHEREAS, at the General City Election held in the City of Grosse Pointe Woods, Wayne County, Michigan, on August 3, 2004, between the hours of 7:00 a.m. and 8:00 p.m., a local proposal hereinafter set forth was submitted, and

WHEREAS, returns from voting precincts at said election have been filed with the City Clerk and have been presented to and examined by the Board of Canvassers;

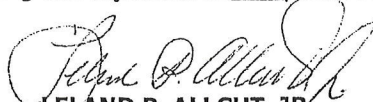
NOW, THEREFORE, BE IT RESOLVED THAT:


1. Upon the canvass of the returns of votes cast in the respective election precincts, as certified to this Board of Canvassers by the Inspectors of Elections, the vote was as follows for the Local Proposal:

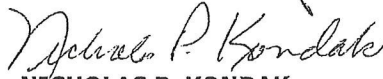
Proposed Amendment to the Grosse Pointe Woods City of Grosse Pointe Woods City Code, Chapter 50, entitled Liquor and Tavern Licenses: to increase the number of Class C/Tavern Licenses available for distribution in Grosse Pointe Woods from Seven to Eleven: The Grosse Pointe Woods City Council has proposed an amendment to Chapter 50 which controls the issuance of Class C/Tavern Licenses. Section 50-

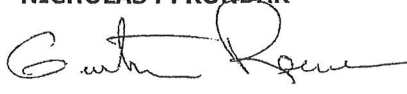
**BOARD OF CANVASSERS
08-05-04 - 4**

Upon proper motion, the meeting was adjourned at 5:15 p.m. PASSED UNANIMOUSLY.

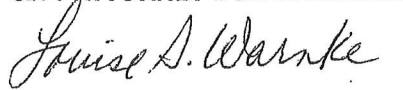

LELAND P. ALLCUT, JR.


FRED MOTNEY


NICHOLAS P. KONDAK


GUSTAVE RENER


CITY ATTORNEY DON R. BERSCHBACK


CITY CLERK LOUISE S. WARNKE

ORDINANCE 797

Chapter 50

LIQUOR AND TAVERN LICENSES*

* **Cross References:** Administration, ch. 2; businesses, ch. 14.
State Law References: Liquor control act, MCL 436.1 et seq., MSA 18.971 et seq.

- Sec. 50-1. Title of chapter.
- Sec. 50-2. Restrictions on city council authority to signify approval of class C/TAVERN liquor licenses.
- ~~Sec. 50-3. Restrictions on city council authority to signify approval of tavern licenses.~~
- Sec. 50-4. Transfer of existing licenses not restricted.
- Sec. 50-5. Effective date; approved by voters.

Sec. 50-1. Title of chapter.

This chapter shall be entitled Liquor and Tavern Licenses.

Sec. 50-2. Restrictions on city council authority to signify approval of class C/TAVERN liquor licenses.

~~The city council shall not signify approval to the state liquor control commission of the issuance of any class C liquor license for use within the city when the number of class C liquor licenses issued or approved for use within the city are six or more in number. The term "issued or approved for use within the city" shall include applications for class C liquor licenses which have been recommended for issuance by the city council, but have not been acted upon by the state liquor control commission, and shall include class C liquor licenses in escrow as provided by the rules of the state liquor control commission.~~

The city council shall not signify approval to the state liquor control commission of the issuance of any class C /**TAVERN** liquor license for use within the city when the number of class C/**TAVERN** liquor licenses issued or approved for use within the city are ~~six or more in number.~~ **ELEVEN 11) IN NUMBER.** The term "issued or approved for use within the city" shall include applications for class C/**TAVERN** liquor licenses which have been recommended for issuance by the city council, but have not been acted upon by the state liquor control commission, and shall include class C/**TAVERN** liquor licenses in escrow as provided by the rules of the state liquor control commission.

~~**Sec. 50-3. Restrictions on city council authority to signify approval of tavern licenses.**~~

~~The city council shall not signify approval to the state liquor control commission of the issuance of any tavern license for use within the city when the number of tavern licenses issued or~~

approved for use within the city are one or more in number. The term "issued or approved for use within the city" shall include applications for tavern licenses which have been recommended for issuance by the city council, but have not been acted upon by the state liquor control commission, and shall include tavern licenses in escrow as provided by the rules of the state liquor control commission.

Sec. 50-4. Transfer of existing licenses not restricted.

The provisions of this chapter shall not restrict the authority of the city council to signify its approval to the state liquor control commission of the transfer of any existing class C or tavern license issued or approved for use within the city to any prospective transferee of such license.

Sec. 50-5. Effective date; approved by voters.

The provisions of this chapter became effective when they were approved by a majority of the electors of the city voting at an election held November 4, 1986 **AUGUST 3, 2004, AS FOLLOWS:**

THE GROSSE POINTE WOODS CITY COUNCIL HAS PROPOSED AN AMENDMENT TO CHAPTER 50 WHICH CONTROLS THE ISSUANCE OF CLASS C/TAVERN LICENSES. SECTION 50-2 CURRENTLY STATES THAT NO MORE THAN SIX (6) CLASS C LICENSES CAN BE ISSUED OR APPROVED FOR USE. SECTION 50-3 STATES THAT NO MORE THAN (1) TAVERN LICENSE CAN BE ISSUED OR APPROVED FOR USE. ACCORDINGLY, THE ORDINANCE CURRENTLY ALLOWS A TOTAL OF SEVEN (7) CLASS C/TAVERN LICENSES TO BE ISSUED OR APPROVED FOR USE. ALL SEVEN ARE CURRENTLY IN USE.

SHOULD SECTIONS 50-2 AND 50-3 BE COMBINED INTO ONE NEW SECTION 50-2 TO ALLOW FOR A TOTAL OF ELEVEN (11) CLASS C/TAVERN LICENSES TO BE ISSUED OR APPROVED FOR USE?

YES ()

NO ()

IT IS HEREBY CERTIFIED BY THE BOARD OF CANVASSERS AT THEIR MEETING OF 8-5-04 THAT THE FOREGOING ORDINANCE WAS ADOPTED ON AUGUST 3, 2004, AT AN ELECTION HELD THEREON AND THAT THE VOTE UPON THE PROPOSITION TO ADOPT THE FOREGOING ORDINANCE WAS AS FOLLOWS:

YES: 1831

NO: 1336

Louise S. Warnke, City Clerk

VOTE ONLY ONE PARTY SECTION



REPUBLICAN PARTY SECTION CONT.



DEMOCRATIC PARTY SECTION CONT.

DELEGATE

Delegate to County Convention
2 Year Term

Vote For Not More Than Thirty-Seven (37)

MICHAEL GALLAWAY

JAMES MILLER

MARTI K. MILLER

RAQUEL REARDON

JUDITH E. SHEEHY

ROBERT J. SHEEHY

DOUGLAS N. WILLIAMS

COUNTY

Register of Deeds
4 Year Term

Vote For Not More Than One (1)

RON CLEVELAND

GEORGE HART

BERNARD J. YOUNGBLOOD

County Commissioner

1st District

2 Year Term

Vote For Not More Than One (1)

CHRISTOPHER F. CAVANAGH

TIM KILLEEN

DELEGATE

Delegate to County Convention

2 Year Term

Vote For Not More Than Three (3)

LOCAL PROPOSALS

PROPOSED AMENDMENT TO THE GROSSE POINTE WOODS CITY CODE, CHAPTER 50, ENTITLED LIQUOR AND TAVERN LICENSES.

TO INCREASE THE NUMBER OF CLASS C/ TAVERN LICENSES AVAILABLE FOR DISTRIBUTION IN GROSSE POINTE WOODS FROM SEVEN TO ELEVEN.

The Grosse Pointe Woods City Council has proposed an amendment to Chapter 50 which controls the issuance of Class C/ Tavern Licenses. Section 50-2 currently states that no more than six (6) Class C Licenses can be issued or approved for use. Section 50-3 states that no more than one (1) tavern license can be issued or approved for use. Accordingly, the ordinance currently allows a total of seven (7) Class C/ Tavern Licenses to be issued or approved for use. All seven are currently in use.

Should Sections 50-2 and 50-3 be combined into one new Section 50-2 to allow for a total of eleven (11) Class C/ Tavern Licenses to be issued or approved for use?

YES

NO