



CITY OF GROSSE POINTE WOODS
REGULAR CITY COUNCIL MEETING AGENDA
Monday, April 17, 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 13, 2023

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. RECOGNITION OF COMMISSION MEMBERS

5. CONSENT AGENDA

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-

cc: Council - 7
City Administrator
City Attorney

Treasurer/Comptroller
City Clerk
Email Group/Media

Post - 4

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.

6. ACCEPTANCE OF AGENDA

7. PUBLIC HEARING

A. New Class C/SDM/Sunday A.M./P.M. Sales Liquor Licenses, Crispelli's, LLC, 19850 Mack Ave.

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)

B. Transfer of Class C with Outdoor Service Area/P.M. Sunday Sales Permits and New SDM with A.M. Sunday Sales Permits - Liquor Licenses to Pendy's Restaurant Group, LLC, d/b/a Pendy's Grosse Pointe, 20930-20934 Mack Avenue

- 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

8. COMMUNICATIONS

A. Clean Water State Revolving Fund (CWSRF) Project Plan

1. Memo 04/14/23 - Director of Public Services
2. Proposed Resolution
3. CWSRF Project Plan

B. House Bill 5054 - Pension Grant Program

1. Memo 04/13/23 - City Administrator
2. Draft Letters for State Representative Joe Tate/State Senator Kevin Hertel
3. Proposed Resolution

C. Resignation: Beautification Advisory Commission - Scott Schorer

- 1) Email 04/12/23 - Scott Schorer

9. NEW BUSINESS/PUBLIC COMMENT

10. 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 April 17, 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. 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
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 - 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.
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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.

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 PUBLIC HEARING

Item 7A NEW CLASS C / SDM / SUNDAY A.M./P.M. SALES LIQUOR LICENSES, CRISPELL'S, LLC, 19850 MACK AVENUE Open the Public Hearing. Receive and place on file all communications pertaining to this request. Hear any comments, first

in support of, second in opposition to, the request from the audience. Close the Public Hearing.

Prerogative of City Council to take no action on this item at this time.

- Item 7B 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 Open the Public Hearing. Receive and place on file all communications pertaining to this request. Hear any comments, first in support of, second in opposition to, the request from the audience. Close the Public Hearing.

Prerogative of City Council to take no action on this item at this time.

- Item 8 COMMUNICATIONS

- Item 8A CLEAN WATER STATE REVOLVING FUND PROJECT PLAN Director of Public Services Kowalski, in his memo dated 04/14/23, states that principal forgiveness would be available to communities applying for the Clean Water State Revolving Fund (CWSRF) program through the Department of Environment, Great Lakes, and Energy (EGLE). A resolution is required with the application submittal.

Prerogative of City Council to concur with Director Kowalski’s recommendation and adopted 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).

- Item 8B PENSION GRANT PROGRAM – HOUSE BILL 5054 City Administrator Schulte, in his memo dated 04/13/23, states that the original Pension Grant Program – House Bill (HB) 5054 included funding of \$250 million for communities with a pension funding ratio greater than or equal to 60% and \$750 million for communities with a pension funding ratio less than 60%. The Final approved HB of \$750 million was included in the State’s 2022 appropriation budget.

City Managers statewide gathered to create a generic letter and resolution to request reconsideration of the \$250 million grant program and include it in the State’s upcoming budget.

The city is now facing similar financial issues as those communities eligible for the \$750 million grant funding who had a pension funding ratio of less than 60% as of December 31, 2021.

Administration is requesting City Council to adopt Resolution 2023 and authorize the Mayor to sign letters to both State Representative Joe Tate and State Senator Hertel.

Prerogative of the City Council to 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.

Item 8C RESIGNATION: BEAUTIFICATION ADVISORY COMMISSION – SCOTT SCHORER Prerogative of the Mayor to accept the resignation of Scott Schorer from the Beautification Advisory Commission with regret, and direct that appropriate thanks and recognition be sent to Mr. Schorer.

Item 9 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 10 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

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE
POINTE WOODS HELD ON MONDAY, APRIL 3, 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 7:00 p.m. by Mayor Pro Tem Granger.

PRESENT:

Council Members: Gafa, Granger, Koester, Vaughn

ABSENT: Brown, Bryant, McConaghy

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

Motion by Vaughn, seconded by Koester, that Mayor Bryant and Councilmembers Brown and McConaghy, be excused from tonight's meeting.

Motion carried by the following vote:

Yes: Gafa, Granger, Koester, Vaughn

No: None

Absent: Brown, Bryant, McConaghy

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

The following Commission members were in attendance:

- Catherine Dumke, Senior Citizens' Commission
- James McNelis, Planning Commission

Motion by Gafa, seconded by Koester, that all items on the Consent Agenda be approved as presented, except 5D1–National Public Safety Telecommunicators Week Proclamation, which was removed from the consent agenda and placed on the regular agenda.

A. Appointment

1. Senior Citizens' Commission (Mayor)
 - a. Janet Weber - Term to expire - 12/31/24
 - 1) Biographical Sketch

B. Approval of Minutes

1. Council 03/20/23
2. Planning Commission 03/28/23 with recommendations

C. Bids/Proposals/Contracts

1. Bark Mulch for City Landscape Beds and Installation of Playground Mulch
 - a) Memo 03/22/23 - Director of Public Services
 - b) Bid Opening Documents
 - c) Certificate of Liability - Unique Clips, LLC
2. Recording Clerk Agreement - Rachele Matouk
 - a. Memo 03/07/23 - Court Administrator
 - b. Proposed Agreement

D. Proclamation

1. National Public Safety Telecommunicators Week (This item removed from consent agenda and placed on regular agenda.)
 - a. Proclamation
 - b. Press Release
 - c. Certificate of Appreciation

E. Resolution

1. Resolution Approving Opting-In to the National Opioid Litigation Settlements with CVS, Walmart, TEV and Allergan and Other Defendants in the National Opioid Litigation
 - a) Memo 03/29/23 - Director of Public Safety
 - b) Proposed Resolution

F. Claims and Accounts

1. Anderson, Eckstein & Westrick, Inc. (AEW) - City Engineers - 2022 Sewer Rehabilitation by Full Length C.I.P.P. Lining - Proj. No. 0160-0454 - Final Construction Pay Estimate - Insituform Technologies USA, LLC - 03/24/23 - \$3,168.90.
2. McKenna - Building/Planning Services
 - a. Invoice No. 22-064-7 - Planning Services January 2023 - 03/28/23 - \$2,245.00.
 - b. Invoice No. 22-064-8 - Planning Services February 2023 - 03/17/23 - \$1,256.25.
 - c. Invoice No. 21849-71 - Building Services February 2023 - 03/17/23 - \$33,351.25.

Motion carried by the following vote:

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

Motion by Koester, seconded by Gafa, that all items on tonight's agenda be received, placed on file, and taken in order of appearance, including item 5D1–National Public Safety Telecommunicators Week Proclamation, which was removed from the consent agenda and placed on the regular agenda.

Motion carried by the following vote:

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

Director of Public Safety Kosanke read aloud item 5D1, the proclamation regarding the National Public Safety Telecommunicators (911) Week.

Director of Public Services Kowalski provided an overview of the 2022 Department of Public Works Annual Report. He expressed appreciation to City Administration and City Council for their support. Council commented on the excellence of the report. Councilmember Vaughn suggested having a Department of Public Works Open House.

Motion by Vaughn, seconded by Koester, regarding the 2022 Department of Public Works Annual Report, that the City Council receive and place on file.

Motion carried by the following vote:

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

Director of Public Safety Kosanke provided an overview of the 2022 Department of Public Safety Annual Report. He expressed appreciation for the support from City Administration and City Council. Council commented on the great work done on the report. Mayor Pro Tem Granger suggested placing the annual reports on the city's website.

Motion by Gafa, seconded by Koester, regarding the 2022 Department of Public Safety Annual Report, that the City Council receive and place on file.

Motion carried by the following vote:

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

Under New Business, no one wished to be heard.

Under Public Comment, the following individuals were heard:

- Roy W. Edmonds, Wayne County Community College, District 1 Trustee
- Catherine Dumke, Senior Citizens' Commission

Motion by Koester, seconded by Vaughn, to adjourn tonight's meeting at 7:34 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Paul P. Antolin
City Clerk

Victoria A. Granger
Mayor Pro Tem

Commission Approved April 11, 2023

Citizen's Recreation Commission Meeting Minutes

Meeting of the Citizen's Recreation Commission was held on April 11, 2023 at Grosse Pointe Woods, Michigan.

CALLED TO ORDER: 7:04

PRESENT:

Melinda Billingsley

Barb Janutol

Abby Klotz

Tony Rennpage

Amanda Starkey

Amanda York

Dave Andrews

ABSENT:

Gib Heim

Lindsay Fratarolli

ALSO PRESENT: Angela Coletti-Brown and Catherine Dumke

APPROVAL OF THE AGENDA:

Motion was made for acceptance of the agenda for April 11, 2023 by Starkey and seconded by Barb Janutol.

Approval of motion:

Yes: Billingsley; Janutol; Klotz; Rennpage; Starkey; York; Andrews

No: None

Absent: Heim, Fratarolli

APPROVAL OF THE MINUTES:

Motion was made for the approval of minutes from March 14, 2023 by Abby Klotz and seconded by Amanda Starkey.

Approval of motion

Yes: Billingsley; Janutol; Klotz; Rennpage; Starkey; York; Andrews

No: None

Absent: Heim, Fratarolli

SUPERVISOR'S REPORT:

- **Lakefront Happenings**
 - Pickleball Open Play begins May 1
 - Tennis (Youth & Adult) and Pickleball (Adult) Lessons begin May 23; registration opens May 3
 - Job openings for lifeguards and water slide attendants
- Parks dept is going through budget process. Budget recommendations are now with the Finance Committee
- Commissioners discuss possible updates to Magic Square in Ghesquire Park. Consideration between blacktop asphalt or adding drainage and making grass

COUNCIL REPORT:

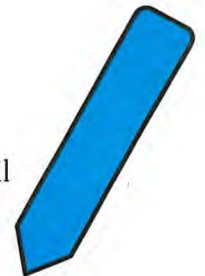
- Council approved Spring Bike Ride funds, but the commission will need to transfer funds to the expense account

OLD BUSINESS:

- **Snow Creation Contest**
 - Trophies are ready for pickup. Winners will be invited to City Council meeting on May 1st

Motion was made to recommend that the City Council present the trophies at the May 1st Council meeting. Motion made by Amanda Starkey, seconded by Dave Andrews

- **Spring Bike Ride (Cruisin' Through the Woods: Family Fun Ride)**
 - 1.6 mile route around Kenmore, Jackson, Van Antwerp, and Helen. Start and end in Jackson parking lot of Ghesquire Park
 - Volunteers would likely be needed to assist with traffic
 - Sunday evening, June 11th at 4pm-6pm is new prospective date. Meet at 4, ride begins at 4:30
 - Melinda Billingsley will coordinate with Public Safety
 - Amanda York will work with city to coordinate recruitment for volunteers; Barb Janutol will be day-of coordinator
 - Abby Klotz will be ice cream coordinator (secure a vendor)
 - Amanda Starkey will research bike decorations for decoration station and commemorative stickers



- Amanda York will try to coordinate with a bike store to do a safety clinic and tune ups

Motion to transfer from prior year funds account #213-000-692.000 in the amount of \$500.00 to account #213-803-880.350 made by Amanda Starkey, second by Dave Andrews

Approval of motion

Yes: Billingsley; Janutol; Klotz; Rennpage; Starkey; York; Andrews

No: None

Absent: Heim, Fratarolli

NEW BUSINESS:

● 2024 Event Calendar

- Winter Fest - last Saturday of Jan (Jan 27)
- Cruisin' Through the Woods: Family Fun Ride - June 9th
- Fishing Derby - first Saturday of August (Aug 3)

Motion: A motion was made to immediately certify these April 11, 2023 minutes by Amanda Starkey and seconded by Abby Klotz.

PUBLIC COMMENT:

- None

ADJOURNMENT:

Motion was made to adjourn the meeting by Dave Andrews and seconded by Barb Janutol.

Approval of motion

Yes: Billingsley; Janutol; Klotz; Rennpage; Starkey; York; Andrews

No: None

Absent: Heim, Fratarolli

Meeting Adjourned at 8:23pm.

Respectfully submitted by: Melinda Billingsley, Secretary of the Grosse Pointe Woods Citizen's Recreation Commission.

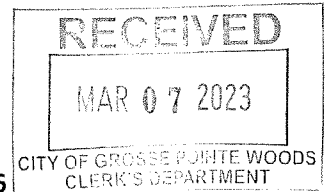
Commission Approved March 9, 2023

City of Grosse Pointe Woods

Historical Commission Minutes

20025 Mack Plaza Drive, Grosse Pointe Woods, MI. 48236

February 9, 2023



1. Call to Order

The regular meeting of the Grosse Pointe Woods Historical Commission was called to order at 7:40 pm by Chair Sean Murphy.

2. Roll Call

Present: Becky Veitengruber, Lynne Millies, Jim Motschall, Sean Murphy, Giles Wilborn, Suzanne Kent, Stephanie Listman.

Excused: Frank Romano

Unexcused: Shirley Hartert

Public and Commission: Del Harkenrider, Melinda Billingsley, Ken Gafa

3. Approval of Agenda

Motion by Veitengruber, seconded by Listman to approve the agenda. Ayes: all. Motion Carried

4. Approval of Minutes

Motion by Kent, seconded by Millies to approve the November 11, 2022 minutes. Ayes: all. Motion Carried

5. Items:

A. Report of Treasurer

Motschall reported the Commission Balance of \$2,101.00. The Cook School Balance is \$30,563.05.

The Annual Budget was presented for 2023-2024 and discussed. Motion by Wilborn, seconded by Listman to approve the Annual Budget. Ayes: all. Motion Carried

6. Old Business:

A. Memorial Day:

Checklist:

Master of Ceremonies: Jim Motschall

Chairperson: TBA

Speaker: USCG Captain Nicole Deem

Program: Suzanne Kent

Band: Jim Motschall

Chairs: Jim Motschall

Wreath: Sean Murphy

Sound System: Jim Motschall

Scouts: Stephanie Listman

School Choir: Becky Veitengruber

DPW: Jim Kowalski

The following will be cut from the ceremony in order to shorten the program: Opening Parade, Color Guard, Invocation, Welcome by Mayor, Cannon Salute, Benediction

B. Cook School:

Kent reported that she is working with the Grosse Pointe Historical Society in obtaining all their One Room Schoolhouse Items-benches, costumes, lesson plans, etc. More details to follow.

Open Houses: May 13-Flower Sale October 7th Fall Fest

7. New Business:

A. Murphy received a box of information concerning the Lake Front Park. It was sent on behalf of Bruce K. Bockstanz from Emmaus, PA. Committee will review

B. Elise Coyle and Suzanne Kent have been working on our Web Page for "The Chronology of Grosse Pointe Woods from 1950 to 2000. Work in progress

C. Looking into a wooden coin to be handed out at our Open Houses

D. New Officers:

Chair: Sean Murphy

Vice-Chair: Stephanie Listman

Secretary: Becky Veitengruber

Treasurer: Jim Motschall

8. Public & Commission Meetings:

Gafa reported that the intersection of Vernier and Mack will be redone for safety. There will be a rotation of city buildings for necessary maintenance-both inside and outside. "Tot Lot" equipment has been ordered. The Accounting Department has received another Award for "Accounting Practices". In partnership with DTE, 42 trees will be planted. GPW participated in the Santa Parade.

9. Adjournment:

The meeting was adjourned at 9:21 pm.

Respectfully submitted,

Becky Veitengruber

The next meeting of the Grosse Pointe Woods Historical Commission will take place at the Cook School House, 20025 Mack, Grosse Pointe Woods on March 9, 2023 at 7:30 pm.

City of Grosse Pointe Woods
CITY ADMINISTRATOR'S
FINANCIAL REPORT
(Section 4.7, City Charter)
MARCH 2023



City Treasurer/Comptroller
Utility Billing/Accounting
Municipal Court/Violations
DPW
Parks & Recreation

**City of Grosse Pointe Woods
CITY COMPTROLLER
Monthly Financial Report March 2023**

Purchase orders issued	39
Payrolls checks prepared	292
General/other checks prepared	251

**ACCOUNTING DEPARTMENT
Monthly Financial Report March 2023**

FOLLOWING REPORTS SUBMITTED HEREWITH:

- * ACCOUNTS PAYABLE CHECK REGISTER
- * INVESTMENTS BY FINANCIAL INSTITUTIONS ORDER
- * GENERAL FUND – DETAILED REVENUE COMPARED TO BUDGET

**CITY TREASURER
Monthly Financial Report March 2023**

INVESTMENTS:

- * Three (3) investments matured and all three (3) investments were renewed.

CHECK DISBURSEMENT REPORT FOR CITY OF GROSSE POINTE WOODS
 CHECK DATE FROM 03/01/2023 - 03/31/2023

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
3/02/2023	1	65781#	ABEL ELECTRONICS INC.	MONTHLY MONITORING OF CAMERAS	930.000	310	310.00
				CONTRACTUAL SERVICES	818.000	441	100.00
				CHECK 1 65781 TOTAL FOR FUND 101:			<u>410.00</u>
3/02/2023	1	65783#	AMAZON CAPITAL SERVICES	OPERATING SUPPLIES	757.000	228	359.98
				OPER SUPPLY- LANDSCAPE	757.102	774	84.42
				OPER SUPPLY - LIFEGUARD	757.103	774	95.42
				OPERATING SUPPLIES	757.000	780	96.37
				SENIOR PROGRAMS	880.603	780	41.36
				CHECK 1 65783 TOTAL FOR FUND 101:			<u>677.55</u>
3/02/2023	1	65784	AMAZON WEB SERVICES, INC.	FY 2022-23 BACKUP STG & EC2	818.000	228	976.83
3/02/2023	1	65785	AMERICAN MESSAGING	UTILITIES	921.000	349	115.85
3/02/2023	1	65786*#	ANDERSON ECKSTEIN	FY 2022-23 GENERAL ENGINEERING	818.000	265	685.73
				FY 2022-23 GENERAL ENGINEERING	818.000	441	685.73
				CHECK 1 65786 TOTAL FOR FUND 101:			<u>1,371.46</u>
3/02/2023	1	65787	ASCENSION MI EMPLOYER SOLUTIONS	PHYSICAL EXAMS	835.100	441	176.00
3/02/2023	1	65788#	AT&T MOBILITY LLC	CONTRACTUAL	818.000	286	23.36
				UTILITIES	921.000	349	47.42
				CHECK 1 65788 TOTAL FOR FUND 101:			<u>70.78</u>
3/02/2023	1	65789	CHRISTINE BROWN	DAMAGE DEPOSIT P&R	295.000	000	200.00
3/02/2023	1	65790*#	CINTAS CORP LOC #31	FY 2022-23 CITY HALL OFFICE MATS	818.000	265	97.45
				FY 2022-23 CITY HALL OFFICE MATS	818.000	265	63.91
				FY 2022-23 DPW OFFICE MATS	818.000	441	13.52
				CHECK 1 65790 TOTAL FOR FUND 101:			<u>174.88</u>
3/02/2023	1	65792	CITY OF GROSSE POINTE WOODS	OPERATING SUPPLIES	757.000	310	45.79
				JAIL FEES	808.000	310	50.00

CHECK DISBURSEMENT REPORT FOR CITY OF GROSSE POINTE WOODS
 CHECK DATE FROM 03/01/2023 - 03/31/2023

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				CHECK 1 65792 TOTAL FOR FUND 101:			95.79
3/02/2023	1	65793	CONSUMERS ENERGY	UTILITIES	921.000	774	1,325.39
3/02/2023	1	65800*#	DTE ENERGY		921.000	211	1,558.47
					921.000	349	2,148.17
				1200 POLE BARN GAS	921.000	594	266.43
				1200 POLE BARN ELECTRIC	921.000	594	153.87
				UTILITIES	921.000	594	18.83
				UTILITIES	921.000	594	22.52
				UTILITIES	921.000	774	1,203.86
				UTILITIES	921.000	774	451.86
				UTILITIES	921.000	774	94.62
				UTILITIES	921.000	774	1,048.10
					921.000	780	505.45
				CHECK 1 65800 TOTAL FOR FUND 101:			<u>7,472.18</u>
3/02/2023	1	65801#	DTE ENERGY		921.000	211	982.60
					921.000	349	1,354.40
					921.000	780	318.68
				CHECK 1 65801 TOTAL FOR FUND 101:			<u>2,655.68</u>
3/02/2023	1	65805	GIFFELS-WEBSTER ENGINEERS, INC.	MASTER PLAN UPDATE - PHASE 1	818.000	371	1,812.50
3/02/2023	1	65806	GOOSE POINTE, LLC	CONTRACT SVSC-PK MAINT	818.102	774	580.00
3/02/2023	1	65808	GROSSE POINTE ANIMAL ADOPTION SO	ANIMAL COLLECTION FEES	832.000	326	475.00
3/02/2023	1	65809	GROSSE POINTE NEWS	NEWSPAPER PUBLICATION FY 22-23	903.000	215	222.00
3/02/2023	1	65812	HALLAHAN & ASSOCIATES PC	LEGAL/OUTSIDE CONSULTANTS- MTT	801.300	266	1,833.84
3/02/2023	1	65814	INTERSTATE SECURITY INC.	CONTRACTUAL SERVICES	818.000	228	115.00
3/02/2023	1	65818	JAY'S SEPTIC TANK SERVICE	PORTA JOHN CLEAN OUT PER MONTH	818.102	774	306.00
3/02/2023	1	65819	KALAHARI RESORTS & CONVENTIONS	NIGHTLY ROOM CHARGE FOR NEAL KAPOOR	961.000	310	595.00
				NIGHTLY ROOM CHARGE FOR DUNCAN GILL	961.000	310	595.00
				NON-EXEMPT ROOM TAX FOR NEAL KAPOOR	961.000	310	41.65

CHECK DISBURSEMENT REPORT FOR CITY OF GROSSE POINTE WOODS
CHECK DATE FROM 03/01/2023 - 03/31/2023

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				NON-EXEMPT ROOM TAX FOR DUNCAN GILL	961.000	310	41.65
				CHECK 1 65819 TOTAL FOR FUND 101:			<u>1,273.30</u>
3/02/2023	1	65820	KELLER THOMA	LABOR CONSULTANT	810.000	266	792.20
3/02/2023	1	65821	KIESLER'S POLICE SUPPLY, INC	AMMUNITION PURCHASES	757.000	310	2,953.04
3/02/2023	1	65822	LAUNDRY IN THE D, INC.	MONTHLY PRISONER LAUNDRY EXPENSE	808.000	310	135.75
3/02/2023	1	65823*#	LOWE'S COMPANIES INC	OPERATING SUPPLIES	757.000	265	41.75
3/02/2023	1	65825	MARCHIORI CATERING	2023 LUNCH & MOVIE CATERING - JAN - J	880.603	780	385.00
3/02/2023	1	65826	MARCO	CONTRACTUAL SERVICES			** VOIDED **
				CONTRACTUAL SERVICES			** VOIDED **
3/02/2023	1	65827	SANDRA MEREDITH	DAMAGE DEPOSIT P&R	295.000	000	200.00
3/02/2023	1	65829	BETH MIRO	TRAINING & SEMINARS	958.001	286	63.17
3/02/2023	1	65830	OAKLAND COMMUNITY COLLEGE	TRAINING	961.000	310	300.00
3/02/2023	1	65831	OAKLAND COUNTY	CLEMIS FEES & LEADS ONLINE	818.000	305	3,162.22
3/02/2023	1	65832	PH&S PRODUCTS, LLC	OPERATING SUPPLIES	757.000	310	328.00
3/02/2023	1	65833	PROMEDICA HEALTH SYSTEM	OVER/UNDER	689.000	000	609.84
3/02/2023	1	65834	RADISSON HOTEL	CONFERENCE HOTEL - N. GERHART 3/7-3/1	958.000	752	447.00
3/02/2023	1	65835	RADISSON HOTEL	CONFERENCE HOTEL - K. POIRIER 3/7-3/1	958.000	752	447.00
3/02/2023	1	65837	RAVE WIRELESS, INC.	SMART 911	818.000	305	2,500.00
3/02/2023	1	65838*#	REGAL FORMS	PARKING CITATIONS	757.000	310	500.00
3/02/2023	1	65840	ROSATI, SCHULTZ, JOPPICH &	LEGAL FEES-GEN'L CITY	801.000	266	3,038.40
3/02/2023	1	65841	CATHERINE SPINNEY	COMMUNITY CENTER REVENUE	646.000	000	200.00
3/02/2023	1	65842	MICHELE A. STABILE	CONTRACTUAL	818.000	286	214.32

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
3/02/2023	1	65845	UNITED FACILITY SUPPLIES, INC.	JANITORIAL CLEANING & MAINT SUPPLIES	757.106	774	566.83
3/02/2023	1	65846	VILLAGE LOCK & HOME REPAIR	OPERATING SUPPLIES	757.000	310	150.00
3/02/2023	1	65847	WAYNE COUNTY APPRAISAL, LLC	FY 2022-23 ASSESSING SERVICES	818.000	257	6,833.50
3/02/2023	1	65850	TIFFANY WHITE	DAMAGE DEPOSIT P&R	295.000	000	200.00
3/02/2023	1	65851*#	WOW BUSINESS	UTILITIES	921.000	211	569.54
				UTILITIES	921.000	349	759.38
				UTILITIES	921.000	594	1,101.11
				UTILITIES	921.000	774	493.60
				UTILITIES	921.000	775	113.91
				UTILITIES	921.000	780	645.48
				CHECK 1 65851 TOTAL FOR FUND 101:			<u>3,683.02</u>
3/02/2023	1	65852	MARCO	CONTRACTUAL SERVICES	818.000	228	229.32
				CONTRACTUAL SERVICES	818.000	228	359.65
				CHECK 1 65852 TOTAL FOR FUND 101:			<u>588.97</u>
3/09/2023	1	65853*#	AMAZON CAPITAL SERVICES	OPERATING SUPPLIES	757.000	228	15.57
				OPERATING SUPPLIES	757.000	286	10.60
				OPERATING SUPPLIES	757.000	286	60.89
				OPERATING SUPPLIES	757.000	286	311.52
				OFFICE SUPPLIES	728.000	349	31.99
				CHECK 1 65853 TOTAL FOR FUND 101:			<u>430.57</u>
03/09/2023	1	65856	CLEANNET OF GREATER MICHIGAN INC	FY 2022-23 JANITORIAL SVC - MUNI BLDG	818.000	265	2,300.00
03/09/2023	1	65857	MARLISE COLE	CONTRACTUAL SERVICES	818.000	780	630.00
03/09/2023	1	65858*#	DELTA DENTAL	RETIREE DENTAL	717.000	209	60.85
					717.000	229	0.56
					717.000	345	169.38
					717.000	531	5.52
					717.000	795	14.7

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				CHECK 1 65858 TOTAL FOR FUND 101:			251.03
3/09/2023	1	65859*#	DELTA DENTAL	RETIREE DENTAL	717.000	209	447.41
					717.000	229	4.08
					717.000	345	1,245.50
					717.000	531	40.58
					717.000	795	108.22
				CHECK 1 65859 TOTAL FOR FUND 101:			<u>1,845.79</u>
3/09/2023	1	65860*#	DELTA DENTAL	HOSP/DENTAL/OPTICAL	719.000	172	5.39
					719.000	193	8.05
					719.000	215	16.14
					719.000	229	10.75
					719.000	286	8.05
					719.000	345	177.34
					719.000	531	42.46
					719.000	795	4.82
				CHECK 1 65860 TOTAL FOR FUND 101:			<u>273.00</u>
3/09/2023	1	65861*#	DELTA DENTAL	HOSP/DENTAL/OPTICAL	719.000	172	39.64
					719.000	193	59.20
					719.000	215	118.67
					719.000	229	79.03
					719.000	286	59.20
					719.000	345	1,304.05
					719.000	531	312.19
					719.000	795	35.47
				CHECK 1 65861 TOTAL FOR FUND 101:			<u>2,007.45</u>
3/09/2023	1	65862	DTE ENERGY	MUN. STREET LGHT	926.000	594	45,962.60
3/09/2023	1	65863	DTE ENERGY	UTILITIES	921.000	594	24.34
3/09/2023	1	65865	EVERDRY WATERPROOFING	BUILDING PERMIT	478.000	000	216.75
3/09/2023	1	65866	EXWAY ELECTRIC	OPER SUPPLY- LANDSCAPE	757.102	774	109.42

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
3/09/2023	1	65868*#	FEDERAL PIPE & SUPPLY CO	OPER SUPPLY- LANDSCAPE	757.102	774	313.35
3/09/2023	1	65872*#	GILBERTS PRO HARDWARE	FY 2022-23 MINOR OPERATING SUPPLIES A	757.000	265	110.09
				OPERATING SUPPLIES - POLICE	757.000	310	42.45
				FY 2022-23 MINOR OPERATING SUPPLIES A	757.000	441	123.95
				FY 2022-23 MINOR OPERATING SUPPLIES A	757.000	774	54.36
				FY 2022-23 MINOR OPERATING SUPPLIES A	757.102	774	1,190.95
				FY 2022-23 MINOR OPERATING SUPPLIES A	757.104	774	47.65
				CHECK 1 65872 TOTAL FOR FUND 101:			<u>1,569.45</u>
3/09/2023	1	65874	GREAT LAKES PEST CONTROL CO., IN	PEST CONTROL SERVICES DPW	818.000	441	80.00
3/09/2023	1	65875	CITY OF GROSSE POINTE FARMS	ANNUAL RADIO MAINTENANCE FEE	851.000	305	18,740.61
3/09/2023	1	65878	AMY INGLES	ACCRUED LIAB-COURT FEES	205.000	000	95.00
3/09/2023	1	65880	IRON MOUNTAIN RECORDS	FY 2022-23 SHRED SERVICE	818.000	265	48.83
3/09/2023	1	65882#	LEONARD BROS	CONTRACTUAL SERVICES	818.000	193	96.78
				OFF-SITE RECORDS & STORAGE RETRIEVAL	818.000	310	201.67
				CHECK 1 65882 TOTAL FOR FUND 101:			<u>298.45</u>
3/09/2023	1	65883	GARY LOMBARDI	DAMAGE DEPOSIT P&R	295.000	000	200.00
3/09/2023	1	65884	DARLENE LOVELACE	CONTRACTUAL SERVICES	818.000	780	105.00
3/09/2023	1	65885	MCKENNA ASSOCIATES INC	CONTRACTUAL	818.000	371	39,745.16
3/09/2023	1	65887	NATHAN MIKULA	CLOTHING/UNIFORM ALLOWANCE	725.000	531	190.79
3/09/2023	1	65888	MILE HIGH SHOOTING ACCESSORIES,	OPERATING SUPPLIES	757.000	326	257.00
				OPERATING SUPPLIES	757.000	326	244.30
				CHECK 1 65888 TOTAL FOR FUND 101:			<u>501.30</u>
3/09/2023	1	65891	NU APPEARANCE MAINTENANCE, INC.	FY 2022-23 LAWN SERVICE CODE VIOLATIO	818.001	371	954.00
3/09/2023	1	65892#	ODP BUSINESS SOLUTIONS LLC	FY 2022-23 OFFICE SUPPLIES	757.000	193	53.7
				FY 2022-23 OFFICE SUPPLIES	728.000	594	32.07

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
CHECK 1 65892 TOTAL FOR FUND 101:							85.84
3/09/2023	1	65893#	PURCHASE POWER	FY 2022-23 POSTAGE	757.000	193	825.00
				FY 2022-23 POSTAGE	728.000	211	825.00
				FY 2022-23 POSTAGE	757.000	286	825.00
				FY 2022-23 POSTAGE	728.000	349	825.00
CHECK 1 65893 TOTAL FOR FUND 101:							3,300.00
3/09/2023	1	65894	THEODORE REAUME	OPERATING SUPPLIES	757.000	441	249.00
3/09/2023	1	65896	SHARE CORPORATION	CLEANING MATERIALS & SUPPLIES - MUNIC	757.000	265	317.09
3/09/2023	1	65897	SLADES PLUMBING LLC	PERMIT BASE FEE	479.000	000	57.75
				SUMP WITH PUMP	479.000	000	40.00
CHECK 1 65897 TOTAL FOR FUND 101:							97.75
3/09/2023	1	65898	SOLARWINDS	CONTRACTUAL SERVICES	818.000	228	130.00
3/09/2023	1	65900#	STAPLES BUSINESS CREDIT	FY 2022-23 OFFICE SUPPLIES	728.000	211	39.75
				FY 2022-23 OFFICE SUPPLIES	728.000	211	54.28
				FY 2022-23 OFFICE SUPPLIES	728.000	349	36.84
				FY 2022-23 OFFICE SUPPLIES	728.000	349	36.84
CHECK 1 65900 TOTAL FOR FUND 101:							167.71
3/09/2023	1	65901	STATE OF MICHIGAN	SOM TRANSMITTAL FEES	806.000	286	2,216.00
3/09/2023	1	65902	MARYANNE THIBODEAU	CONTRACTUAL SERVICES	818.000	780	700.00
3/09/2023	1	65903	ROY THIBODEAU	CONTRACTUAL SERVICES	818.000	780	280.00
3/09/2023	1	65904	MATTHEW WAGNER	DAMAGE DEPOSIT P&R	295.000	000	200.00
3/09/2023	1	65906	WAYNE COUNTY	COURT FINES & COSTS	660.000	000	40.00
3/09/2023	1	65908	YORK, DOLAN & TOMLINSON, P.C.	LEGAL COUNSEL-COURT	801.100	266	2,418.00
				LEGAL COUNSEL-BLDG & PLANNING	801.200	266	356.50
CHECK 1 65908 TOTAL FOR FUND 101:							2,774.50

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
3/09/2023	1	65910	ZOOM VIDEO COMMUNICATIONS, INC.	FY 2022-23 VIRTUAL MEETING PLATFORM	818.000	228	143.14
3/14/2023	1	65912	EXPERT CARPET CLEANING, INC	CARPET CLEANING LFP ACTIVITIES BUILDI			** VOIDED **
3/16/2023	1	65913	A & F WATER HEATER	CONTRACT SVCS-POOL MAINT	818.103	774	135.00
3/16/2023	1	65917	BID'S LAWN & GARDEN CENTER	CHAIN SAWS	757.000	523	720.51
3/16/2023	1	65918	CAROUSEL INDUSTRIES OF NORTH	OPERATING SUPPLIES	757.000	228	189.04
3/16/2023	1	65919	CDW GOVERNMENT INC	FY 2022-23 IT SUPPLIES	757.000	228	142.10
				FY 2022-23 IT SUPPLIES	757.000	228	74.85
				CHECK 1 65919 TOTAL FOR FUND 101:			<u>216.95</u>
3/16/2023	1	65920*#	CITY OF GROSSE POINTE WOODS	UTILITIES	921.000	211	252.24
				UTILITIES	921.000	349	347.68
				UTILITIES	921.000	594	165.82
				UTILITIES	921.000	594	81.81
				UTILITIES	921.000	780	392.19
				CHECK 1 65920 TOTAL FOR FUND 101:			<u>1,239.74</u>
3/16/2023	1	65921	CONSUMERS ENERGY	UTILITIES	921.000	774	283.65
				UTILITIES	921.000	774	451.38
				UTILITIES	921.000	774	1,075.93
				UTILITIES	921.000	774	679.98
				CHECK 1 65921 TOTAL FOR FUND 101:			<u>2,490.94</u>
3/16/2023	1	65923	ELISE COYLE	OPERATING SUPPLIES	757.000	215	49.81
3/16/2023	1	65924	D&H WINDOW CLEANING, INC.	CONTRACTUAL SERVICES	818.000	265	90.00
3/16/2023	1	65926#	DTE ENERGY	UTILITIES	921.000	594	1,601.89
				UTILITIES	921.000	594	1,152.58
				UTILITIES	921.000	775	235.97
				UTILITIES	921.000	775	16.76
				UTILITIES	921.000	780	81.64

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				CHECK 1 65926 TOTAL FOR FUND 101:			3,088.84
3/16/2023	1	65927*#	DTE ENERGY	UTILITIES	921.000	349	543.28
				UTILITIES	921.000	594	1,336.05
				UTILITIES	921.000	594	1,126.78
				UTILITIES	921.000	775	121.46
				UTILITIES	921.000	780	50.06
				CHECK 1 65927 TOTAL FOR FUND 101:			<u>3,177.63</u>
3/16/2023	1	65928#	EXWAY ELECTRIC	ELECTRICAL SUPPLIES	757.000	265	364.40
				ELECTRICAL SUPPLIES	757.000	265	8.81
				OPERATING SUPPLIES	757.000	265	477.70
				ELECTRICAL SUPPLIES	757.000	265	21.90
				ELECTRICAL SUPPLIES	757.000	441	111.37
				CHECK 1 65928 TOTAL FOR FUND 101:			<u>984.18</u>
3/16/2023	1	65929	THE FLYING LOCKSMITHS DETROIT NO	CONTRACTUAL SERVICES	818.000	228	445.00
3/16/2023	1	65931#	GROSSE POINTE NEWS	NEWSPAPER PUBLICATION FY 22-23	903.000	215	92.50
				NEWSPAPER PUBLICATION FY 22-23	903.000	215	111.00
				NEWSPAPER PUBLICATION FY 22-23	903.000	215	222.00
				NEWSPAPER PUBLICATION FY 22-23	903.000	215	129.50
				NEWSPAPER PUBLICATION FY 22-23	903.000	215	222.00
				CONTRACTUAL SERVICES	818.000	310	78.00
				CHECK 1 65931 TOTAL FOR FUND 101:			<u>855.00</u>
3/16/2023	1	65935	KCI	2023 ASSESSMENT CHANGE NOTICES	831.000	257	857.19
3/16/2023	1	65936	KIESLER'S POLICE SUPPLY, INC	AMMUNITION PURCHASES	757.000	310	2,640.00
				FEDERAL EAGLE 9MM LUGER 147 GRAIN	757.000	310	1,166.35
				CHECK 1 65936 TOTAL FOR FUND 101:			<u>3,806.35</u>
3/16/2023	1	65938	MCCOY MAINTENANCE	JAIL CELL CLEANING & BIO-HAZARD CLEAN	808.000	310	375.00
3/16/2023	1	65941	KARYN NAIMO	DAMAGE DEPOSIT P&R	295.000	000	200.00
3/16/2023	1	65942	POINTE ALARM LLC	INSTALLATION OF TELEVISION MONITORING	818.000	775	737.94

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
3/16/2023	1	65943	KELLY POIRIER	MEMBERSHIP & DUES	958.000	752	183.42
3/16/2023	1	65944	PRINTING SYSTEMS INC	OFFICE SUPPLIES	728.000	349	161.23
3/16/2023	1	65945	ROSE PEST SOLUTIONS	MONTHLY PEST CONTROL AT CITY HALL	818.000	265	157.00
3/16/2023	1	65946	SHARE CORPORATION	OPER SUPPLY- LANDSCAPE	757.102	774	247.40
3/16/2023	1	65947	SHERWIN-WILLIAMS CO	OPERATING SUPPLIES	757.000	265	53.79
				OPERATING SUPPLIES	757.000	265	27.19
				OPERATING SUPPLIES	757.000	265	190.18
				CHECK 1 65947 TOTAL FOR FUND 101:			<u>271.16</u>
3/16/2023	1	65948	STATE OF MICHIGAN	CONTRACTUAL SERVICES	818.000	305	30.00
3/16/2023	1	65949	STATE OF MICHIGAN	INSPECTION FLUME A	757.104	774	60.00
				INSPECTION FLUME B	757.104	774	60.00
				SPECIAL INSPECTOR COMMISSION	757.104	774	5.00
				CHECK 1 65949 TOTAL FOR FUND 101:			<u>125.00</u>
3/16/2023	1	65952#	UNITED FACILITY SUPPLIES, INC.	JANITORIAL CLEANING & MAINT SUPPLIES	757.106	774	749.16
				JANITORIAL CLEANING & MAINT SUPPLIES	757.106	774	957.30
				JANITORIAL CLEANING & MAINT SUPPLIES	757.000	780	37.61
				JANITORIAL CLEANING & MAINT SUPPLIES	757.000	780	37.61
				CHECK 1 65952 TOTAL FOR FUND 101:			<u>1,781.68</u>
3/16/2023	1	65953	VANCE'S LAW ENFORCEMENT	200 ROUNDS OF HORNADY AMMUNITION	757.000	310	2,546.88
				SHIPPING AND HANDLING	757.000	310	115.45
				CHECK 1 65953 TOTAL FOR FUND 101:			<u>2,662.33</u>
3/16/2023	1	65954*#	VERIZON WIRELESS	ADMIN	921.000	211	94.20
				OPERATING SUPPLIES	757.000	228	90.21
				PUBLIC SAFETY	921.000	349	522.41
				OPERATING SUPPLIES	757.000	371	90.21
				UTILITIES	921.000	594	137.12

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Fund: 101 GENERAL FUND							
				UTILITIES	921.000	594	51.38
				LFP	921.000	774	137.02
				CHECK 1 65954 TOTAL FOR FUND 101:			<u>1,122.55</u>
3/23/2023	1	65957*#	AMAZON CAPITAL SERVICES	OPERATING SUPPLIES	757.000	172	26.62
				OPERATING SUPPLIES	757.000	228	149.97
				OPERATING SUPPLIES	757.000	286	119.99
				EQUIPMENT MAINT & REPAIR	930.000	441	412.40
				OPER SUPPLY - LIFEGUARD	757.103	774	98.40
				OPER SUPPLY - POOL MAINT	757.104	774	29.97
				SENIOR PROGRAMS	880.603	780	115.76
				CHECK 1 65957 TOTAL FOR FUND 101:			<u>953.11</u>
3/23/2023	1	65958*#	ANDERSON ECKSTEIN	FY 2022-23 GENERAL ENGINEERING	818.000	265	203.87
				FY 2022-23 GENERAL ENGINEERING	818.000	441	203.86
				CHECK 1 65958 TOTAL FOR FUND 101:			<u>407.73</u>
3/23/2023	1	65959	ASCENSION MI EMPLOYER SOLUTIONS	PHYSICAL EXAMS	835.100	441	176.00
3/23/2023	1	65960	ASSOCIATION OF WAYNE CO CLERKS	MEMBERSHIP & DUES	958.000	215	200.00
3/23/2023	1	65961	AT&T MOBILITY LLC	UTILITIES	921.000	349	85.12
3/23/2023	1	65962*#	BLUE CROSS BLUE SHIELD OF MI	RETIREE HEALTH CARE	717.000	209	3,172.30
					717.000	229	28.95
					717.000	345	8,831.05
					717.000	531	287.73
					717.000	795	767.29
				CHECK 1 65962 TOTAL FOR FUND 101:			<u>13,087.32</u>
3/23/2023	1	65963	BOB BARKER COMPANY, INC.	JAIL FEES	808.000	310	123.00
3/23/2023	1	65964	C&G PUBLISHING, INC.	CONTRACTUAL SERVICES	818.000	310	176.49
				CONTRACTUAL SERVICES	818.000	310	176.49
				CONTRACTUAL SERVICES	818.000	310	176.49
				CONTRACTUAL SERVICES	818.000	310	176.49

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Fund: 101 GENERAL FUND							
CHECK 1 65964 TOTAL FOR FUND 101:							705.96
03/23/2023	1	65965*#	CHARLES SCHWAB & CO., INC.	MEDICARE REIMBURSEMENT	722.100	172	157.17
				MEDICARE REIMBURSEMENT	722.100	193	181.89
				MEDICARE REIMBURSEMENT	722.100	215	148.30
				MEDICARE REIMBURSEMENT	722.100	228	108.37
				MEDICARE REIMBURSEMENT	722.100	257	84.29
				MEDICARE REIMBURSEMENT	722.100	265	29.79
				MEDICARE REIMBURSEMENT	722.100	286	121.68
				MEDICARE REIMBURSEMENT	722.100	305	621.09
				MEDICARE REIMBURSEMENT	722.100	310	3,042.06
				MEDICARE REIMBURSEMENT	722.100	371	178.09
				MEDICARE REIMBURSEMENT	722.100	441	24.08
				MEDICARE REIMBURSEMENT	722.100	531	73.52
				MEDICARE REIMBURSEMENT	722.100	752	19.01
				MEDICARE REIMBURSEMENT	722.100	774	171.12
				MEDICARE REIMBURSEMENT	722.100	775	17.11
CHECK 1 65965 TOTAL FOR FUND 101:							4,977.57
03/23/2023	1	65967*#	CINTAS CORP LOC #31	FY 2022-23 CITY HALL OFFICE MATS	818.000	265	97.45
				FY 2022-23 CITY HALL OFFICE MATS	818.000	265	97.45
				FY 2022-23 DPW OFFICE MATS	818.000	441	13.52
				FY 2022-23 DPW OFFICE MATS	818.000	441	13.52
				FY 2022-23 DPW OFFICE MATS	818.000	441	13.52
				FY 2022-23 DPW OFFICE MATS	818.000	441	13.52
CHECK 1 65967 TOTAL FOR FUND 101:							248.98
03/23/2023	1	65968	CONSUMERS ENERGY	UTILITIES	921.000	774	955.43
03/23/2023	1	65969	COOL THREADS EMBROIDERY	MISCELLANEOUS POLICE EQUIPMENT	725.100	345	492.00
				METALLIC GOLD BREAST BADGES	725.100	345	325.00
				METALLIC GOLD SHOULDER PATCHES	725.100	345	475.00
CHECK 1 65969 TOTAL FOR FUND 101:							1,292.00
03/23/2023	1	65971#	DTE ENERGY		921.000	211	1,688.55

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Fund: 101 GENERAL FUND							
					921.000	349	2,327.19
				UTILITIES	921.000	594	17.94
				1200 POLE BARN ELECTRIC	921.000	594	164.51
				1200 POLE BARN GAS	921.000	594	270.18
				UTILITIES	921.000	594	24.34
				UTILITIES	921.000	774	1,029.55
				UTILITIES	921.000	774	434.35
				UTILITIES	921.000	774	50.48
				UTILITIES	921.000	774	977.81
					921.000	780	547.57
				CHECK 1 65971 TOTAL FOR FUND 101:			<u>7,532.27</u>
3/23/2023	1	65972#	DTE ENERGY		921.000	211	875.42
					921.000	349	1,206.65
					921.000	780	283.92
				CHECK 1 65972 TOTAL FOR FUND 101:			<u>2,365.99</u>
3/23/2023	1	65973	EXWAY ELECTRIC	ELECTRICAL SUPPLIES	757.000	265	14.95
3/23/2023	1	65974	FERGUSON ENTERPRISES LLC #3326	OPERATING SUPPLIES	757.000	265	11.29
3/23/2023	1	65976	GOOSE POINTE, LLC	CONTRACT SVSC-PK MAINT	818.102	774	420.00
3/23/2023	1	65979	HALLAHAN & ASSOCIATES PC	LEGAL/OUTSIDE CONSULTANTS- MTT	801.300	266	1,642.56
3/23/2023	1	65980	HAROLD J. LOVE, PLLC	PSYCHOLOGICAL TESTING FOR PUBLIC SAFE	835.100	305	750.00
3/23/2023	1	65981*#	HOME DEPOT CREDIT SERVICES	LFP GENERATOR	757.102	774	809.10
3/23/2023	1	65982*#	HUMANA INSURANCE CO.	RETIREE HEALTH CARE & LIFE INS	717.000	209	3,830.25
				RETIREE HEALTH CARE & LIFE INS	717.000	229	34.96
				RETIREE HEALTH CARE & LIFE INS	717.000	345	10,660.47
				RETIREE HEALTH CARE & LIFE INS	717.000	531	347.41
				RETIREE HEALTH CARE & LIFE INS	717.000	795	928.61
				CHECK 1 65982 TOTAL FOR FUND 101:			<u>15,801.70</u>
3/23/2023	1	65983	INTERNATIONAL CONTROLS & EQUIPME	OPERATING SUPPLIES	757.000	265	245.00

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Fund: 101 GENERAL FUND							
3/23/2023	1	65984	JAY'S SEPTIC TANK SERVICE	PORTA JOHN CLEAN OUT PER MONTH	818.102	774	306.00
3/23/2023	1	65985	KELLER THOMA	LABOR CONSULTANT	810.000	266	43.75
3/23/2023	1	65986	KVM DOOR SYSTEMS INC.	LFP MAINTENANCE GARAGE REPAIRS	818.102	774	995.00
3/23/2023	1	65987	LEXISNEXIS RISK DATA MGT, LLC	MONTHLY SEARCH & CONTRACT FEES	818.000	310	107.50
3/23/2023	1	65988	MACQUEEN EMERGENCY	PM ON EXTRICATION TOOLS	930.000	339	650.00
				SHOP SUPPLIES	930.000	339	40.00
				TRAVEL/SET-UP	930.000	339	75.00
				CHECK 1 65988 TOTAL FOR FUND 101:			765.00
3/23/2023	1	65990	MARCO	CONTRACTUAL SERVICES	818.000	228	343.44
				EQUIPMENT MAINT & REPAIR	930.000	228	6.17
				CHECK 1 65990 TOTAL FOR FUND 101:			349.61
3/23/2023	1	65991	MARCO TECHNOLOGIES, LLC	EQUIPMENT MAINT & REPAIR	930.000	228	69.23
				EQUIPMENT MAINT & REPAIR	930.000	228	46.29
				EQUIPMENT MAINT & REPAIR	930.000	228	36.37
				EQUIPMENT MAINT & REPAIR	930.000	228	205.88
				CHECK 1 65991 TOTAL FOR FUND 101:			357.77
3/23/2023	1	65992	LAUREN MCGREGOR	DAMAGE DEPOSIT P&R	295.000	000	200.00
3/23/2023	1	65996	COURTNEY PAQUETTE	DAMAGE DEPOSIT P&R	295.000	000	200.00
3/23/2023	1	65997	PRINT XPRESS	OPERATING SUPPLIES	757.000	780	196.92
3/23/2023	1	66000	ROSATI, SCHULTZ, JOPPICH &	LEGAL FEES-GEN'L CITY	801.000	266	3,100.40
3/23/2023	1	66002	SHERWIN-WILLIAMS CO	OPERATING SUPPLIES	757.000	265	421.84
3/23/2023	1	66003*#	STANDARD INSURANCE COMPANY RC	LIFE & LTD INSURANCE	720.000	172	99.15
				LIFE & LTD INSURANCE	720.000	193	99.15
				LIFE & LTD INSURANCE	720.000	215	99.14
				LIFE & LTD INSURANCE	720.000	229	99.15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				LIFE & LTD INSURANCE	720.000	286	84.98
				LIFE & LTD INSURANCE	720.000	345	396.58
				LIFE & LTD INSURANCE	720.000	371	14.16
				LIFE & LTD INSURANCE	720.000	531	127.47
				LIFE & LTD INSURANCE	720.000	795	99.14
				CHECK 1 66003 TOTAL FOR FUND 101:			<u>1,118.92</u>
3/23/2023	1	66004*#	STANDARD INSURANCE COMPANY RC	RETIREE HEALTH CARE & LIFE INS	717.000	209	10.75
				RETIREE HEALTH CARE & LIFE INS	717.000	345	1.25
				RETIREE HEALTH CARE & LIFE INS	717.000	531	0.90
				RETIREE HEALTH CARE & LIFE INS	717.000	795	0.90
				CHECK 1 66004 TOTAL FOR FUND 101:			<u>13.80</u>
3/23/2023	1	66005#	STAPLES BUSINESS CREDIT	OPERATING SUPPLIES	757.000	193	29.88
				FY 2022-23 OFFICE SUPPLIES	728.000	211	8.29
				FY 2022-23 OFFICE SUPPLIES	728.000	211	43.73
				FY 2022-23 OFFICE SUPPLIES	728.000	349	44.10
				CHECK 1 66005 TOTAL FOR FUND 101:			<u>126.00</u>
3/23/2023	1	66008	THOMSON REUTERS-WEST	CONTRACTUAL	818.000	286	302.00
3/23/2023	1	66009	UNITED STATES POSTAL SERVICE	POSTAGE PERMIT #592 FOR ELECTION MAIL	731.000	215	290.00
3/23/2023	1	66010	WAYNE COUNTY APPRAISAL, LLC	FY 2022-23 ASSESSING SERVICES	818.000	257	6,833.50
3/30/2023	1	66011	ALYSSA SCHUMAKER	DAMAGE DEPOSIT P&R	295.000	000	200.00
3/30/2023	1	66012	PAUL ANTOLIN	CONTRACTUAL SERVICES	818.000	215	45.00
3/30/2023	1	66013	BSB COMMUNICATIONS INC.	CONTRACTUAL SERVICES	818.000	228	211.05
3/30/2023	1	66014	CDW GOVERNMENT INC	FY 2022-23 IT SUPPLIES	757.000	228	2,509.16
				FY 2022-23 IT SUPPLIES	757.000	228	28.42
				FY 2022-23 IT SUPPLIES	757.000	228	132.66
				FY 2022-23 IT SUPPLIES	757.000	228	64.43
				CHECK 1 66014 TOTAL FOR FUND 101:			<u>2,734.67</u>
3/30/2023	1	66015	CHAMBERLIN PONY RIDES	3.5 HOURS - GOATS, SHEEP, DUCKS, CHIC	880.000	780	775.00

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Fund: 101 GENERAL FUND							
03/30/2023	1	66016	CITY OF GROSSE POINTE WOODS	OPERATING SUPPLIES	757.000	193	11.97
03/30/2023	1	66017	SUSAN COMO	OPERATING SUPPLIES	757.000	172	45.00
03/30/2023	1	66018	DELL MARKETING LP	960GB SSD VSAS READ INTENSIVE SED 512	757.000	228	1,074.83
03/30/2023	1	66020	FITNESS THINGS	FITNESS BIKE	757.000	774	1,185.00
				MEDICINE BALLS - 4	757.000	774	138.41
				CHECK 1 66020 TOTAL FOR FUND 101:			<u>1,323.41</u>
03/30/2023	1	66021	MARCO	CONTRACTUAL SERVICES	818.000	228	258.90
				CONTRACTUAL SERVICES	818.000	228	405.20
				CHECK 1 66021 TOTAL FOR FUND 101:			<u>664.10</u>
03/30/2023	1	66022	MARCO TECHNOLOGIES, LLC	EQUIPMENT MAINT & REPAIR	930.000	228	78.46
03/30/2023	1	66023	BETH MIRO	OPERATING SUPPLIES	757.000	172	45.00
03/30/2023	1	66024*#	NICKEL & SAPH, INC.	INSURANCE	955.000	211	27,367.96
				INSURANCE	955.000	349	37,543.37
				INSURANCE	955.000	594	18,884.02
				INSURANCE	955.000	799	8,643.76
				CHECK 1 66024 TOTAL FOR FUND 101:			<u>92,439.11</u>
03/30/2023	1	66025	PROMEDICA HEALTH SYSTEM	OVER/UNDER	689.000	000	158.96
03/30/2023	1	66026	RC SYSTEMS, INC.	CONTRACTUAL SERVICES	818.000	228	250.00
03/30/2023	1	66027	WILLIAM SCHADE	CC PROGRAMS - SENIOR	653.340	000	7.00
03/30/2023	1	66028	CAROLYN TAYLOR	DAMAGE DEPOSIT P&R	295.000	000	200.00
03/30/2023	1	66029	WE BUILD FUN, INC.	BELT SEAT WITH SHACKLES	757.102	774	486.00
				SHIPPING & HANDLING	757.102	774	90.00
				CHECK 1 66029 TOTAL FOR FUND 101:			<u>576.00</u>
03/30/2023	1	66030*#	WOW BUSINESS	UTILITIES	921.000	211	589.19

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Fund: 101 GENERAL FUND							
				UTILITIES	921.000	349	785.59
				UTILITIES	921.000	594	1,139.11
				UTILITIES	921.000	774	510.63
				UTILITIES	921.000	775	117.84
				UTILITIES	921.000	780	667.75
				CHECK 1 66030 TOTAL FOR FUND 101:			<u>3,810.11</u>
3/30/2023	1	66031	ZIXCORP SYSTEMS, INC.	CONTRACTUAL SERVICES	818.000	228	400.00
				Total for fund 101 GENERAL FUND			378,257.61

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Fund: 202 MAJOR STREET FUND							
03/02/2023	1	65786*#	ANDERSON ECKSTEIN	AEW DESIGN FEES - HAMPTON RESURFACING	977.803	451	15,672.15
03/02/2023	1	65791*#	CITY OF GROSSE POINTE WOODS	OPERATING SUPPLIES	757.000	463	46.30
03/02/2023	1	65824	MADISON ELECTRIC	OPERATING SUPPLIES	757.000	463	21.00
03/09/2023	1	65853*#	AMAZON CAPITAL SERVICES	OPERATING SUPPLIES	757.000	463	96.90
03/09/2023	1	65858*#	DELTA DENTAL		717.000	529	20.79
03/09/2023	1	65859*#	DELTA DENTAL		717.000	529	152.88
03/09/2023	1	65860*#	DELTA DENTAL	HOSP/DENTAL/OPTICAL	719.000	529	8.87
03/09/2023	1	65861*#	DELTA DENTAL	HOSP/DENTAL/OPTICAL	719.000	529	65.20
03/16/2023	1	65922*	CONTRACTORS CONNECTION	SUPPLIES FOR MAJOR STREET OPERATIONS	757.000	463	408.24
				SUPPLIES FOR MAJOR STREET OPERATIONS	757.000	463	656.84
				CHECK 1 65922 TOTAL FOR FUND 202:			<u>1,065.08</u>
03/23/2023	1	65958*#	ANDERSON ECKSTEIN	AEW FEES FOR 2021 CONCRETE PAVEMENT A	974.201	451	60.04
				AEW DESIGN FEES - HAMPTON RESURFACING	977.803	451	26,545.25
				CHECK 1 65958 TOTAL FOR FUND 202:			<u>26,605.29</u>
03/23/2023	1	65962*#	BLUE CROSS BLUE SHIELD OF MI		717.000	529	1,083.97
03/23/2023	1	65965*#	CHARLES SCHWAB & CO., INC.	MEDICARE REIMBURSEMENT	722.100	463	276.95
				MEDICARE REIMBURSEMENT	722.100	530	20.91
				CHECK 1 65965 TOTAL FOR FUND 202:			<u>297.86</u>
03/23/2023	1	65977*#	GREAT LAKES BATTERY	BATTERIES FOR ARROW BOARD #103	757.000	474	219.

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 202 MAJOR STREET FUND							
3/23/2023	1	65982*#	HUMANA INSURANCE CO.	RETIREE HEALTH CARE & LIFE INS	717.000	529	1,308.80
3/23/2023	1	66003*#	STANDARD INSURANCE COMPANY RC	LIFE & LTD INSURANCE	720.000	529	56.65
3/23/2023	1	66004*#	STANDARD INSURANCE COMPANY RC	RETIREE HEALTH CARE & LIFE INS	717.000	529	0.90
3/30/2023	1	66024*#	NICKEL & SAPH, INC.	INSURANCE	955.000	530	5,484.55
Total for fund 202 MAJOR STREET FUND							52,207.14

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 203 LOCAL STREET FUND							
3/02/2023	1	65791*#	CITY OF GROSSE POINTE WOODS	OPERATING SUPPLIES	757.000	463	35.13
3/02/2023	1	65794	CONTRACTORS CONNECTION	OPERATING SUPPLIES	757.000	463	201.10
3/02/2023	1	65803	FALCON ASPHALT REPAIR EQUIPMENT	HOT PATCHER PARTS	757.000	463	163.02
				HOT PATCHER PARTS	757.000	463	398.44
				CHECK 1 65803 TOTAL FOR FUND 203:			<u>561.46</u>
3/02/2023	1	65823*#	LOWE'S COMPANIES INC	OPERATING SUPPLIES	757.000	463	98.51
3/09/2023	1	65858*#	DELTA DENTAL		717.000	529	23.57
3/09/2023	1	65859*#	DELTA DENTAL		717.000	529	173.30
3/09/2023	1	65860*#	DELTA DENTAL	HOSP/DENTAL/OPTICAL	719.000	529	12.63
3/09/2023	1	65861*#	DELTA DENTAL	HOSP/DENTAL/OPTICAL	719.000	529	92.85
3/09/2023	1	65867	FALCON ASPHALT REPAIR EQUIPMENT	OPERATING SUPPLIES	757.000	463	418.74
3/16/2023	1	65922*	CONTRACTORS CONNECTION	SUPPLIES FOR LOCAL STREET OPERATIONS	757.000	463	1,224.71
				SUPPLIES FOR LOCAL STREET OPERATIONS	757.000	463	1,970.51
				CHECK 1 65922 TOTAL FOR FUND 203:			<u>3,195.22</u>
3/16/2023	1	65925	DETROIT SALT COMPANY	FY 2022-23 ROAD SALT PURCHASE	757.000	478	5,744.54
				FY 2022-23 ROAD SALT PURCHASE	757.000	478	2,874.52
				FY 2022-23 ROAD SALT PURCHASE	757.000	478	2,910.43
				CHECK 1 65925 TOTAL FOR FUND 203:			<u>11,529.49</u>
3/23/2023	1	65958*#	ANDERSON ECKSTEIN	AEW FEES FOR 2021 CONCRETE PAVEMENT A	974.201	451	39.15
3/23/2023	1	65962*#	BLUE CROSS BLUE SHIELD OF MI		717.000	529	1,228.75

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Fund: 203 LOCAL STREET FUND							
3/23/2023	1	65965*#	CHARLES SCHWAB & CO., INC.	MEDICARE REIMBURSEMENT	722.100	463	266.18
				MEDICARE REIMBURSEMENT	722.100	530	60.84
				CHECK 1 65965 TOTAL FOR FUND 203:			<u>327.02</u>
3/23/2023	1	65970	DETROIT SALT COMPANY	FY 2022-23 ROAD SALT PURCHASE	757.000	478	5,806.26
				FY 2022-23 ROAD SALT PURCHASE	757.000	478	5,764.18
				CHECK 1 65970 TOTAL FOR FUND 203:			<u>11,570.44</u>
3/23/2023	1	65977*#	GREAT LAKES BATTERY	BATTERIES FOR ARROW BOARD #103	757.000	474	659.85
3/23/2023	1	65982*#	HUMANA INSURANCE CO.	RETIREE HEALTH CARE & LIFE INS	717.000	529	1,483.59
3/23/2023	1	66003*#	STANDARD INSURANCE COMPANY RC	LIFE & LTD INSURANCE	720.000	529	56.65
3/23/2023	1	66004*#	STANDARD INSURANCE COMPANY RC	RETIREE HEALTH CARE & LIFE INS	717.000	529	0.90
3/30/2023	1	66024*#	NICKEL & SAPH, INC.	INSURANCE	955.000	530	9,272.13
				Total for fund 203 LOCAL STREET FUND			40,980.48

CHECK DISBURSEMENT REPORT FOR CITY OF GROSSE POINTE WOODS
 CHECK DATE FROM 03/01/2023 - 03/31/2023

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 226 SOLID WASTE/DISPOSAL							
03/02/2023	1	65804	GFL ENVIRONMENTAL USA	FY 2022-23 SOLID WASTE PICKUP	818.000	528	99,316.23
03/02/2023	1	65810	GROSSE POINTES-CLINTON	FY 2022-23 REFUSE DISPOSAL FEES	818.000	528	2,654.48
03/02/2023	1	65811	GROSSO TRUCKING & SUPPLY CO	FY 2022-23 TRUCKING SERVICES-SOLID WA	818.000	528	990.00
				FY 2022-23 TRUCKING SERVICES-SOLID WA	818.000	528	1,320.00
				CHECK 1 65811 TOTAL FOR FUND 226:			<u>2,310.00</u>
03/09/2023	1	65858*#	DELTA DENTAL		717.000	529	8.85
03/09/2023	1	65859*#	DELTA DENTAL		717.000	529	65.08
03/09/2023	1	65860*#	DELTA DENTAL	HOSP/DENTAL/OPTICAL	719.000	529	8.58
03/09/2023	1	65861*#	DELTA DENTAL	HOSP/DENTAL/OPTICAL	719.000	529	63.12
03/09/2023	1	65876	GROSSO TRUCKING & SUPPLY CO	FY 2022-23 TRUCKING SERVICES-SOLID WA	818.000	528	800.00
				FY 2022-23 TRUCKING SERVICES-SOLID WA	818.000	528	600.00
				FY 2022-23 TRUCKING SERVICES-SOLID WA	818.000	528	1,800.00
				FY 2022-23 TRUCKING SERVICES-SOLID WA	818.000	528	1,600.00
				CHECK 1 65876 TOTAL FOR FUND 226:			<u>4,800.00</u>
03/16/2023	1	65932	GROSSE POINTES-CLINTON	FY 2022-23 REFUSE DISPOSAL FEES	818.000	528	15,444.30
03/16/2023	1	65933	GROSSO TRUCKING & SUPPLY CO	FY 2022-23 TRUCKING SERVICES-SOLID WA	818.000	528	1,800.00
				FY 2022-23 TRUCKING SERVICES-SOLID WA	818.000	528	800.00
				FY 2022-23 TRUCKING SERVICES-SOLID WA	818.000	528	900.00
				CHECK 1 65933 TOTAL FOR FUND 226:			<u>3,500.00</u>
03/23/2023	1	65962*#	BLUE CROSS BLUE SHIELD OF MI		717.000	529	461.46
03/23/2023	1	65965*#	CHARLES SCHWAB & CO., INC.	MEDICARE REIMBURSEMENT	722.100	529	231.22
03/23/2023	1	65975	GFL ENVIRONMENTAL USA	FY 2022-23 SOLID WASTE PICKUP	818.000	528	99,316.23

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 226 SOLID WASTE/DISPOSAL							
03/23/2023	1	65982*#	HUMANA INSURANCE CO.	RETIREE HEALTH CARE & LIFE INS	717.000	529	557.17
03/23/2023	1	66003*#	STANDARD INSURANCE COMPANY RC	LIFE & LTD INSURANCE	720.000	529	14.16
03/23/2023	1	66004*#	STANDARD INSURANCE COMPANY RC	RETIREE HEALTH CARE & LIFE INS	717.000	529	0.36
03/30/2023	1	66024*#	NICKEL & SAPH, INC.	INSURANCE	955.000	528	11,118.89
Total for fund 226 SOLID WASTE/DISPOSAL							239,870.23

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 245 GRANTS FUND							
3/02/2023	1	65848	WAYNE COUNTY TREASURER	MHR PAYOFF THOMAS: 1505 FAIRHOLME			** VOIDED **
3/09/2023	1	65911	WAYNE COUNTY	MHR PAYOFF THOMAS: 1505 FAIRHOLME	202.000	000	9,550.00
Total for fund 245 GRANTS FUND							9,550.00

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 CHECK DATE FROM 03/01/2023 - 03/31/2023

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 260 SOM MIDC GRANT							
03/02/2023	1	65795	JEFFREY R. DAVIS, P.C.	COURT APPOINTED ATTORNEY	801.400	286	300.00
03/02/2023	1	65815	J.A. HLYWA, P.C.	COURT APPOINTED ATTORNEY	801.400	286	75.00
03/16/2023	1	65939	MIHELICH & KAVANAUGH PLC	COURT APPOINTED ATTORNEY	801.400	286	910.00
03/16/2023	1	65950	GENEVIEVE TAYLOR, PLLC	COURT APPOINTED ATTORNEY	801.400	286	85.00
				COURT APPOINTED ATTORNEY	801.400	286	85.00
				COURT APPOINTED ATTORNEY	801.400	286	85.00
				COURT APPOINTED ATTORNEY	801.400	286	300.00
				CHECK 1 65950 TOTAL FOR FUND 260:			<u>555.00</u>
03/23/2023	1	65999	JAMES B ROONEY	COURT APPOINTED ATTORNEY	801.400	286	50.00
				COURT APPOINTED ATTORNEY	801.400	286	300.00
				CHECK 1 65999 TOTAL FOR FUND 260:			<u>350.00</u>
				Total for fund 260 SOM MIDC GRANT			2,190.00

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 261 911 EMERGENCY SERVICE							
3/02/2023	1	65797	DEWOLF AND ASSOCIATES	COMMUNICATIONS TRAINING OFFICER PROGR	960.000	602	845.00
3/02/2023	1	65828	MICHIGAN APCO	FULL REGISTRATION	960.000	602	600.00
3/02/2023	1	65836	RADISSON PLAZA HOTEL	ROOM	960.000	602	544.00
				ACCOMODATION TAX	960.000	602	27.20
				CHECK 1 65836 TOTAL FOR FUND 261:			<u>571.20</u>
3/09/2023	1	65858*#	DELTA DENTAL		717.000	603	2.57
3/09/2023	1	65859*#	DELTA DENTAL		717.000	603	18.89
3/23/2023	1	65962*#	BLUE CROSS BLUE SHIELD OF MI		717.000	603	133.91
3/23/2023	1	65965*#	CHARLES SCHWAB & CO., INC.	MEDICARE REIMBURSEMENT	722.100	602	31.69
3/23/2023	1	65982*#	HUMANA INSURANCE CO.	RETIREE HEALTH CARE & LIFE INS	717.000	603	161.69
3/23/2023	1	66004*#	STANDARD INSURANCE COMPANY RC	RETIREE HEALTH CARE & LIFE INS	717.000	603	0.36
3/30/2023	1	66024*#	NICKEL & SAPH, INC.	INSURANCE	955.000	602	747.10
				Total for fund 261 911 EMERGENCY SERVICE			3,112.41

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 365 GROSSE GRATIOT DRAIN FUND							
3/16/2023	1	65955	WAYNE COUNTY	MILK RIVER-PRINCIPAL	991.000	445	779,456.00
				MILK RIVER-PRINCIPAL	991.000	445	68,191.00
				MILK RIVER-INTEREST	993.000	445	204,030.30
				MILK RIVER-INTEREST	993.000	445	14,484.98
				CHECK 1 65955 TOTAL FOR FUND 365:			<u>1,066,162.28</u>
3/30/2023	1	66024*#	NICKEL & SAPH, INC.	INSURANCE	955.000	907	22,814.08
				Total for fund 365 GROSSE GRATIOT DRAIN FUND			1,088,976.36

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 401 MUNICIPAL IMPRV FUND							
03/02/2023	1	65782	ACE MUDJACKING/FLOOR SHIELD OF M	50% DEPOSIT FOR FLOOR COATING	977.102	902	1,224.00
03/02/2023	1	65802	EQUATURE	ADVANCED SERVER CHASSIS	977.102	902	8,155.00
				IMPLEMENTATION, & TRAINING	977.102	902	1,500.00
				CHECK 1 65802 TOTAL FOR FUND 401:			<u>9,655.00</u>
03/16/2023	1	65914	ACE MUDJACKING/FLOOR SHIELD OF M	FLOOR COATING	977.102	902	1,224.00
03/23/2023	1	66007	STUCKY VITALE ARCHITECTS	ENGINEERING FEES	977.104	902	8,436.25
				Total for fund 401 MUNICIPAL IMPRV FUND			20,539.25

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 585 PARKING FUND							
3/02/2023	1	65838*#	REGAL FORMS	PARKING CITATIONS	757.000	571	3,000.00
3/09/2023	1	65858*#	DELTA DENTAL		717.000	572	6.07
3/09/2023	1	65859*#	DELTA DENTAL		717.000	572	44.66
3/09/2023	1	65860*#	DELTA DENTAL	HOSP/DENTAL/OPTICAL	719.000	572	2.70
3/09/2023	1	65861*#	DELTA DENTAL	HOSP/DENTAL/OPTICAL	719.000	572	19.82
3/09/2023	1	65868*#	FEDERAL PIPE & SUPPLY CO	FY 2022-23 MISC SUPPLIES MAINT & REPA	757.000	571	380.40
3/09/2023	1	65872*#	GILBERTS PRO HARDWARE	FY 2022-23 MINOR OPERATING SUPPLIES A	757.000	571	6.28
3/09/2023	1	65873	GREAT LAKES BATTERY	PURCHASE BATTERIES FOR PARKING METERS	757.000	571	272.34
				PURCHASE BATTERIES FOR PARKING METERS	757.000	571	1,320.48
				CHECK 1 65873 TOTAL FOR FUND 585:			<u>1,592.82</u>
3/23/2023	1	65957*#	AMAZON CAPITAL SERVICES	OPERATING SUPPLIES	757.000	571	141.17
3/23/2023	1	65958*#	ANDERSON ECKSTEIN	AEW FEES FOR 2021 CONCRETE PAVEMENT A	978.300	571	101.81
3/23/2023	1	65962*#	BLUE CROSS BLUE SHIELD OF MI		717.000	572	316.69
3/23/2023	1	65965*#	CHARLES SCHWAB & CO., INC.	MEDICARE REIMBURSEMENT	722.100	571	54.50
3/23/2023	1	65977*#	GREAT LAKES BATTERY	PURCHASE BATTERIES FOR PARKING METERS	757.000	571	83.70
				PURCHASE BATTERIES FOR PARKING METERS	757.000	571	754.56
				PURCHASE BATTERIES FOR PARKING METERS	757.000	571	16.95
				PURCHASE BATTERIES FOR PARKING METERS	757.000	571	230.48
				OPERATING SUPPLIES	757.000	571	377.28

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 585 PARKING FUND							
				CHECK 1 65977 TOTAL FOR FUND 585:			1,462.98
3/23/2023	1	65981*#	HOME DEPOT CREDIT SERVICES	OPERATING SUPPLIES	757.000	571	207.97
3/23/2023	1	65982*#	HUMANA INSURANCE CO.	RETIREE HEALTH CARE & LIFE INS	717.000	572	382.37
3/23/2023	1	65989	MADISON ELECTRIC	OPERATING SUPPLIES	757.000	571	301.86
3/23/2023	1	66003*#	STANDARD INSURANCE COMPANY RC	LIFE & LTD INSURANCE	720.000	572	28.33
3/23/2023	1	66004*#	STANDARD INSURANCE COMPANY RC	RETIREE HEALTH CARE & LIFE INS	717.000	572	0.36
3/30/2023	1	66024*#	NICKEL & SAPH, INC.	INSURANCE	955.000	573	6,921.22
				Total for fund 585 PARKING FUND			14,972.01

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER / SEWER FUND							
3/02/2023	1	65786*#	ANDERSON ECKSTEIN	ESCROW GPPS-GPN BALLFIELD	283.090	000	333.60
				FY 2022-23 GENERAL ENGINEERING	818.000	537	685.74
				MODIFICATION	975.004	537	90.20
				AEW CONSTRUCTION ENGINEERING 2021 WAT	977.310	537	5,029.10
				AEW DESIGN FEES - TRPS CIP	818.000	542	8,834.80
				CHECK 1 65786 TOTAL FOR FUND 592:			<u>14,973.44</u>
3/02/2023	1	65791*#	CITY OF GROSSE POINTE WOODS	OPERATING SUPPLIES	757.000	542	50.66
3/02/2023	1	65796	DETROIT PUMP & MFG CO.	OPERATING SUPPLIES	757.000	542	114.00
3/02/2023	1	65798	DOXIM INC.	FY 2022-23 WATER BILL POSTAGE	757.000	538	175.03
				FY 2022-23 WATER BILLING MONTHLY MAIL	818.000	538	368.97
				CHECK 1 65798 TOTAL FOR FUND 592:			<u>544.00</u>
3/02/2023	1	65799	DOXIM INC.	FY 2022-23 WATER BILL POSTAGE	757.000	538	1,500.00
3/02/2023	1	65800*#	DTE ENERGY	UTILITIES	921.000	542	1,048.61
3/02/2023	1	65807	GREAT LAKES WATER AUTHORITY	DWSO IWC CHARGES	920.103	537	2,996.46
3/02/2023	1	65816	JACK DOHENY COMPANY	OPERATING SUPPLIES	757.000	537	156.53
3/02/2023	1	65817	JACOBS AND DIEMER, P.C.	CLAIMS/OUTSIDE COUNSEL	812.000	536	4,412.00
3/02/2023	1	65823*#	LOWE'S COMPANIES INC	OPERATING SUPPLIES	757.000	537	45.52
3/02/2023	1	65843	STATE OF MICHIGAN	TRAINING & SEMINARS	958.001	536	140.00
3/02/2023	1	65851*#	WOW BUSINESS	UTILITIES	921.000	542	113.91
3/09/2023	1	65858*#	DELTA DENTAL		717.000	545	25.03
3/09/2023	1	65859*#	DELTA DENTAL		717.000	545	184.00

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER / SEWER FUND							
3/09/2023	1	65860*#	DELTA DENTAL	HOSP/DENTAL/OPTICAL	719.000	545	34.94
3/09/2023	1	65861*#	DELTA DENTAL	HOSP/DENTAL/OPTICAL	719.000	545	256.90
3/09/2023	1	65869	FIRST AMERICAN TITLE INS CO	50-METER CHARGE	033.000	000	3.05
				30-CAP IMPROVEMENT	033.000	000	1.45
				10-WATER	033.000	000	0.36
				20-SEWER	033.000	000	0.26
				70-BILLING EXPENSE	033.000	000	0.14
				CHECK 1 65869 TOTAL FOR FUND 592:			5.26
3/09/2023	1	65870	FONTANA CONSTRUCTION INC	2021 WATER MAIN REPLACEMENT PROGRAM	977.300	537	26,960.00
3/09/2023	1	65872*#	GILBERTS PRO HARDWARE	FY 2022-23 MINOR OPERATING SUPPLIES A	757.000	537	13.49
				FY 2022-23 MINOR OPERATING SUPPLIES A	757.000	542	34.58
				CHECK 1 65872 TOTAL FOR FUND 592:			48.07
3/09/2023	1	65877	HYDROCORP	FY 2022-23 CROSS CONNECTION PROGRAM	975.395	537	717.00
3/09/2023	1	65886	MIDWEST TITLE, LLC	50-METER CHARGE	033.000	000	3.35
				30-CAP IMPROVEMENT	033.000	000	1.60
				10-WATER	033.000	000	0.36
				20-SEWER	033.000	000	0.26
				70-BILLING EXPENSE	033.000	000	0.15
				CHECK 1 65886 TOTAL FOR FUND 592:			5.72
3/09/2023	1	65889	MODERN TITLE GROUP LLC	50-METER CHARGE	033.000	000	7.91
				30-CAP IMPROVEMENT	033.000	000	3.77
				10-WATER	033.000	000	0.86
				20-SEWER	033.000	000	0.63
				70-BILLING EXPENSE	033.000	000	0.36
				CHECK 1 65889 TOTAL FOR FUND 592:			13.53
3/09/2023	1	65899	SOUTHEAST MACOMB SANITARY DISTRI	WC SEWER EXCESS FIXED CHARGES	920.102	537	141,824.7
3/09/2023	1	65909	ZEE COMPANY	MONTHLY WATER TREATMENT CONTRACT	818.000	536	240.00

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER / SEWER FUND							
3/16/2023	1	65916	BADGER METER INC	FY 2022-23 METER SUPPLIES	757.000	537	2,947.34
3/16/2023	1	65920*#	CITY OF GROSSE POINTE WOODS	UTILITIES	921.000	542	299.64
3/16/2023	1	65927*#	DTE ENERGY	UTILITIES	921.000	542	499.79
3/16/2023	1	65930	GREAT LAKES WATER AUTHORITY	WATER SERVICE	920.000	537	36,128.69
				DWSD WATER FIXED CHARGES	920.100	537	68,700.00
				CHECK 1 65930 TOTAL FOR FUND 592:			<u>104,828.69</u>
3/16/2023	1	65934	GUNNERS METERS & PARTS	WATER & SEWER PARTS	757.000	537	2,851.00
				FY 2022-23 WATER & SEWER PARTS	757.000	537	2,067.00
				CHECK 1 65934 TOTAL FOR FUND 592:			<u>4,918.00</u>
3/16/2023	1	65940	MRWA	WATER CLASSES FOR OPERATORS	958.001	536	880.00
				WATER CLASSES FOR OPERATORS	958.001	536	645.00
				CHECK 1 65940 TOTAL FOR FUND 592:			<u>1,525.00</u>
3/16/2023	1	65954*#	VERIZON WIRELESS	UTILITIES	921.000	542	43.30
				UTILITIES	921.000	542	51.38
				CHECK 1 65954 TOTAL FOR FUND 592:			<u>94.68</u>
3/23/2023	1	65958*#	ANDERSON ECKSTEIN	AEW FEES FOR SEWER SYSTEM EVALUATION	818.000	537	2,839.60
				FY 2022-23 GENERAL ENGINEERING	818.000	537	203.87
				AEW FEES FOR 2021 CONCRETE PAVEMENT A	975.401	537	60.04
				FY 2022-23 GIS MAINTENANCE	977.000	537	488.80
				AEW DESIGN FEES - 2021 WATER MAIN REP	977.310	537	512.48
				AEW CONSTRUCTION ENGINEERING 2021 WAT	977.310	537	5,281.32
				AEW DESIGN FEES - TRPS CIP	818.000	542	5,056.80
				CHECK 1 65958 TOTAL FOR FUND 592:			<u>14,442.91</u>
3/23/2023	1	65962*#	BLUE CROSS BLUE SHIELD OF MI		717.000	545	1,304.71

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER / SEWER FUND							
3/23/2023	1	65965*#	CHARLES SCHWAB & CO., INC.	MEDICARE REIMBURSEMENT	722.100	536	88.73
				MEDICARE REIMBURSEMENT	722.100	537	114.71
				MEDICARE REIMBURSEMENT	722.100	538	64.64
				MEDICARE REIMBURSEMENT	722.100	542	31.05
				CHECK 1 65965 TOTAL FOR FUND 592:			<u>299.13</u>
3/23/2023	1	65978	GREAT LAKES WATER AUTHORITY	DWSD IWC CHARGES	920.103	537	2,996.46
3/23/2023	1	65981*#	HOME DEPOT CREDIT SERVICES	OPERATING SUPPLIES	757.000	537	69.91
3/23/2023	1	65982*#	HUMANA INSURANCE CO.	RETIREE HEALTH CARE & LIFE INS	717.000	545	1,575.36
3/23/2023	1	65993	NATHAN MIKULA	OPERATING SUPPLIES	757.000	537	20.14
3/23/2023	1	65994	MRWA	TRAINING & SEMINARS	958.001	536	225.00
3/23/2023	1	66003*#	STANDARD INSURANCE COMPANY RC	LIFE & LTD INSURANCE	720.000	545	113.31
3/23/2023	1	66004*#	STANDARD INSURANCE COMPANY RC	RETIREE HEALTH CARE & LIFE INS	717.000	545	0.90
3/23/2023	1	66006	STATE OF MICHIGAN	CONTRACTUAL SERVICES	818.000	536	175.00
3/30/2023	1	66019	DOXIM INC.	FY 2022-23 WATER BILLING MONTHLY MAIL	818.000	538	1,500.00
3/30/2023	1	66024*#	NICKEL & SAPH, INC.	INSURANCE	955.000	536	68,693.42
3/30/2023	1	66030*#	WOW BUSINESS	UTILITIES	921.000	542	117.84
				Total for fund 592 WATER / SEWER FUND			403,057.62

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 594 BOAT DOCK FUND							
3/02/2023	1	65844	DANIEL TEMROWSKI	DOCKING FEES	651.002	000	325.00
3/09/2023	1	65905	WATERS EDGE DOCK & HOIST INC.	FLOATING DOCKS AND REPAIRS	757.000	785	7,308.00
3/23/2023	1	65981*#	HOME DEPOT CREDIT SERVICES	OPERATING SUPPLIES	757.000	785	293.82
3/30/2023	1	66024*#	NICKEL & SAPH, INC.	INSURANCE	955.000	785	941.64
Total for fund 594 BOAT DOCK FUND							8,868.46

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 661 MTR VEH & EQUIPMENT FUND							
03/02/2023	1	65790*#	CINTAS CORP LOC #31	FY 2022-23 MECHANICS UNIFORMS	725.000	535	21.87
03/02/2023	1	65813	INDUSTRIAL BROOM SERVICE	FY 2022-23 SWEEPER BROOMS & PARTS	939.100	534	456.00
03/02/2023	1	65823*#	LOWE'S COMPANIES INC	VEHICLE MAINTENANCE - PS	939.200	534	71.60
03/02/2023	1	65839	RKA PETROLEUM COMPANIES, INC.	FY 2022-23 FUEL PURCHASE	939.500	534	4,917.68
03/02/2023	1	65849	WEST SHORE FIRE, INC.	REPAIR AND PARTS FOR ENGINE 5	939.200	534	198.16
				REPAIR AND PARTS FOR ENGINE 5	939.200	534	850.00
				CHECK 1 65849 TOTAL FOR FUND 661:			<u>1,048.16</u>
03/09/2023	1	65854	BLUE WATER INDUSTRIAL PRODUCTS	OXYGEN, ACETYLENE & PROPANE MECHANICS	939.300	534	156.00
03/09/2023	1	65855	CANFIELD EQUIPMENT SERVICE, INC.	VEHICLE MAINTENANCE - PS	939.200	534	85.00
03/09/2023	1	65858*#	DELTA DENTAL		717.000	535	9.20
03/09/2023	1	65859*#	DELTA DENTAL		717.000	535	67.63
03/09/2023	1	65860*#	DELTA DENTAL	HOSP/DENTAL/OPTICAL	719.000	535	13.98
03/09/2023	1	65861*#	DELTA DENTAL	HOSP/DENTAL/OPTICAL	719.000	535	102.76
03/09/2023	1	65864	ED RINKE CHEVROLET	AUTO & TRUCK PARTS	939.100	534	45.77
03/09/2023	1	65871	GEORGE'S DISCOUNT AUTO	FY 2022-23 AUTO & TRUCK PARTS & SUPPL	939.100	534	1,280.56
				FY 2022-23 AUTO & TRUCK PARTS & SUPPL	939.200	534	118.48
				FY 2022-23 AUTO & TRUCK PARTS & SUPPL	939.300	534	55.20
				FY 2022-23 AUTO & TRUCK PARTS & SUPPL	939.400	534	399.95
				CHECK 1 65871 TOTAL FOR FUND 661:			<u>1,854.19</u>
03/09/2023	1	65879	INTERSTATE BILLING SERVICES, INC	DPW #5 BACKHOE REPAIR	939.100	534	678.54
				FY 2022-23 PARTS & EQUIPMENT DPW & PA	939.300	534	160.5

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 661 MTR VEH & EQUIPMENT FUND							
				CHECK 1 65879 TOTAL FOR FUND 661:			839.09
3/09/2023	1	65881	JIM RIEHL'S FRIENDLY JEEP	VEHICLE MAINTENANCE - DPW	939.100	534	19.35
3/09/2023	1	65890	NBC TRUCK EQUIPMENT INC	VEHICLE PARTS	939.100	534	206.00
				VEHICLE PARTS	939.100	534	350.00
				CHECK 1 65890 TOTAL FOR FUND 661:			<u>556.00</u>
3/09/2023	1	65895	RUSS MILNE FORD, INC.	VEHICLE MAINTENANCE - DPW	939.100	534	121.00
				VEHICLE MAINTENANCE - DPW	939.100	534	132.00
				VEHICLE MAINTENANCE - DPW	939.100	534	86.71
				CHECK 1 65895 TOTAL FOR FUND 661:			<u>339.71</u>
3/09/2023	1	65907	WEST SHORE FIRE, INC.	REPAIR AND PARTS FOR ENGINE 5	939.200	534	1,965.69
3/16/2023	1	65915	ALTEC INDUSTRIES, INC.	PARTS	939.100	534	574.74
3/16/2023	1	65937	LESLIE TIRE	ENGINE #5 TIRE REPAIR	939.200	534	581.00
3/16/2023	1	65951	TRACTION	MISC. AUTO & EQUIPMENT PARTS, ETC.	939.100	534	50.00
3/23/2023	1	65956	ALLEMONS LANDSCAPE CENTER	VEHICLE SUPPLIES-PROPANE	939.100	534	42.46
				VEHICLE SUPPLIES-PROPANE	939.100	534	145.30
				CHECK 1 65956 TOTAL FOR FUND 661:			<u>187.76</u>
3/23/2023	1	65962*#	BLUE CROSS BLUE SHIELD OF MI		717.000	535	479.55
3/23/2023	1	65965*#	CHARLES SCHWAB & CO., INC.	MEDICARE REIMBURSEMENT	722.100	534	118.51
3/23/2023	1	65967*#	CINTAS CORP LOC #31	FY 2022-23 MECHANICS UNIFORMS	725.000	535	21.87
				FY 2022-23 MECHANICS UNIFORMS	725.000	535	21.87
				FY 2022-23 MECHANICS UNIFORMS	725.000	535	21.87
				FY 2022-23 MECHANICS UNIFORMS	725.000	535	21.87
				CHECK 1 65967 TOTAL FOR FUND 661:			<u>87.48</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 661 MTR VEH & EQUIPMENT FUND							
3/23/2023	1	65982*#	HUMANA INSURANCE CO.	RETIREE HEALTH CARE & LIFE INS	717.000	535	579.02
3/23/2023	1	65995	NBC TRUCK EQUIPMENT INC	VEHICLE PARTS	939.100	534	37.00
				VEHICLE PARTS	939.100	534	1,481.91
				CHECK 1 65995 TOTAL FOR FUND 661:			<u>1,518.91</u>
3/23/2023	1	65998	RKA PETROLEUM COMPANIES, INC.	FY 2022-23 FUEL PURCHASE	939.500	534	11,919.72
3/23/2023	1	66001	RUSS MILNE FORD, INC.	VEHICLE MAINTENANCE - DPW	939.100	534	132.00
3/23/2023	1	66003*#	STANDARD INSURANCE COMPANY RC	LIFE & LTD INSURANCE	720.000	535	28.33
3/23/2023	1	66004*#	STANDARD INSURANCE COMPANY RC	RETIREE HEALTH CARE & LIFE INS	717.000	535	0.36
3/30/2023	1	66024*#	NICKEL & SAPH, INC.	INSURANCE	955.000	534	8,503.11
				Total for fund 661 MTR VEH & EQUIPMENT FUND			37,330.17
			TOTAL - ALL FUNDS				<u>2,299,911.74</u>

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

SMurphy 4/12/23

City of Grosse Pointe Woods
Investments as of March 31, 2023

Investment	General Fund #101	Cable Fund #214	Parking Fund #585	Water/Sewer #592	Workers Comp #677	Motor Vehicle Fund #661	Total	% of Total
Federal Home Loan Mortgage	\$500,000			\$450,000			\$950,000	7.09%
Federal Home Loan BKS	\$250,000	\$250,000		\$450,000			\$950,000	7.09%
Federal Farm CR BKS	\$750,000			\$1,750,000			\$2,500,000	18.67%
Federal Nat'l Mtg Assn				\$250,000			\$250,000	1.87%
First Nat'l Bank East Lansing, MI - CD	\$245,000						\$245,000	1.83%
Wells Fargo Bk - CD	\$200,000						\$200,000	1.49%
Wells Fargo Bk - CD	\$245,000						\$245,000	1.83%
Wells Fargo - CD	\$200,000			\$200,000			\$400,000	2.99%
Wells Fargo*	\$272,175			\$1,093,437	\$115,600	\$380,903	\$1,862,116	13.90%
Wells Fargo Bank*				\$540,914			\$540,914	4.04%
Federal Home Loan Bank-Comerica	\$250,000		\$500,000	\$1,250,000		\$250,000	\$2,250,000	16.80%
Federal Home Loan Mortgage - Comerica	\$600,000			\$500,000			\$1,100,000	8.21%
Federal Farm CR BKS - Comerica	\$400,000						\$400,000	2.99%
First Nat'l Bank East Lansing, MI - CD	\$200,000						\$200,000	1.49%
Wells Fargo Bk - Comerica CD	\$450,000						\$450,000	3.36%
Grand Riv Bk Grandville - Comerica CD	\$500,000						\$500,000	3.73%
Michigan St Hsg Dev - Comerica	\$250,000						\$250,000	1.87%
Williamston, MI Sch Rev Bond - Comerica		\$100,000					\$100,000	0.75%
TOTAL	\$5,312,175	\$350,000	\$500,000	\$6,484,351	\$115,600	\$630,903	\$13,393,030	
Total Invested w/Multi Bank							\$5,740,000	

PERIOD ENDING 03/31/2023

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

L NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2023 NORMAL (ABNORMAL)	MONTH 03/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
000		16,302,301.76	15,059,039.90	153,636.88	1,243,261.86	92.37
931	- TRANSFER IN	80,000.00	80,000.00	0.00	0.00	100.00
TOTAL REVENUES		16,382,301.76	15,139,039.90	153,636.88	1,243,261.86	92.41
101	- CITY COUNCIL	70,444.00	38,216.63	2,220.30	32,227.37	54.25
105	- COMMISSIONS	20,847.00	10,471.44	0.00	10,375.56	50.23
172	- ADMINISTRATION	365,193.00	241,963.50	21,027.55	123,229.50	66.26
193	- CITY COMPTROLLER	494,672.00	328,008.95	27,630.75	166,663.05	66.31
209	- ADMIN-FRINGE BENEFITS	249,800.00	171,214.58	15,587.02	78,585.42	68.54
211	- OVERHEAD	137,019.00	71,996.08	29,357.72	65,022.92	52.54
215	- CITY CLERK/ELECTIONS	477,542.00	315,036.63	23,204.96	162,505.37	65.97
228	- MIS	494,394.00	327,149.12	25,856.60	167,244.88	66.17
229	- MIS FRINGE BENEFITS	38,715.00	32,787.12	2,731.45	5,927.88	84.69
257	- CITY ASSESSOR	121,444.00	77,066.26	7,774.98	44,377.74	63.46
265	- CITY HALL & GROUNDS	279,133.00	170,799.98	20,882.32	108,333.02	61.19
266	- CITY ATTORNEY	274,000.00	100,100.00	7,561.21	173,900.00	36.53
286	- COURT EXPENDITURES	482,960.00	288,266.25	23,301.68	194,693.75	59.69
305	- PUB SAF-ADMIN	355,123.00	235,272.26	36,305.75	119,850.74	66.25
310	- POLICE SERVICES	4,391,916.00	2,913,325.41	315,836.36	1,478,590.59	66.33
326	- SUPPORT SERVICES	175,308.00	98,183.74	13,347.35	77,124.26	56.01
339	- FIRE SERV/SAFETY INS	57,832.00	17,055.41	765.00	40,776.59	29.49
345	- PUB-SAF FRINGES	1,719,678.00	1,237,357.05	114,496.23	482,320.95	71.95
349	- OVERHEAD	177,304.00	123,158.66	44,544.71	54,145.34	69.46
371	- BUILDING INSPECTIONS	751,426.00	540,393.72	46,030.93	211,032.28	71.92
441	- PUBLIC WORKS-ADMIN	133,865.06	72,174.52	3,791.48	61,690.54	53.92
463	- ROUTINE MAINTENANCE	371,334.00	235,999.26	13,457.95	135,334.74	63.55
523	- FORESTRY SERVICES	273,387.00	166,254.11	19,129.60	107,132.89	60.81
531	- PUB WKS-FRINGE	274,954.00	224,323.34	14,873.89	50,630.66	81.59
594	- OVERHEAD	638,176.00	431,638.84	72,172.54	206,537.16	67.64
752	- PARKS & REC-ADMIN	19,093.00	12,947.19	2,433.38	6,145.81	67.81
774	- LFP EXPENDITURES	1,482,362.00	887,824.16	52,342.89	594,537.84	59.89
775	- CITY PARKS	89,648.46	72,762.54	1,449.81	16,885.92	81.16
780	- COMMUNITY CENTER	235,220.00	157,561.41	11,915.36	77,658.59	66.98
795	- PARKS & REC FRINGE	104,694.00	81,409.32	4,916.24	23,284.68	77.76
799	- OVERHEAD	9,464.00	8,643.76	8,643.76	820.24	91.33
967	- TRANSFERS OUT ADMIN.	433,413.49	433,413.49	0.00	0.00	100.00
968	- TRANSFER OUT DPS	220,141.75	220,141.75	6,345.45	0.00	100.00
969	- TRANSFER OUT DPW	564,000.00	564,000.00	0.00	0.00	100.00
970	- TRANSFERS OUT PARKS/RECR.	397,800.00	397,800.00	0.00	0.00	100.00
TOTAL EXPENDITURES		16,382,302.76	11,304,716.48	989,935.22	5,077,586.28	69.01
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		16,382,301.76	15,139,039.90	153,636.88	1,243,261.86	92.41
TOTAL EXPENDITURES		16,382,302.76	11,304,716.48	989,935.22	5,077,586.28	69.01
NET OF REVENUES & EXPENDITURES		(1.00)	3,834,323.42	(836,298.34)	(3,834,324.42)	383,432,

Prepared by: sschmidt

By: Gpw

PERIOD ENDING 03/31/2023

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

ACCOUNT NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGDGT USED
		AMENDED BUDGET	03/31/2023 NORMAL (ABNORMAL)	MONTH 03/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
Department 000						
11-000-402.000	OPERATING LEVY	10,433,263.00	10,317,944.76	0.00	115,318.24	98.89
11-000-402.001	MTT PROPERTY TAX REFUND	0.00	0.00	0.00	0.00	0.00
11-000-402.002	PPT LOSS DISTRIBUTION	0.00	0.00	0.00	0.00	0.00
11-000-404.000	ACT 359 - PR	49,959.00	49,373.69	0.30	585.31	98.83
11-000-411.000	DELQ TAXES	20,000.00	22,256.14	2,502.40	(2,256.14)	111.28
11-000-432.000	PILOT	30,000.00	16,223.22	0.00	13,776.78	54.08
11-000-445.000	INTEREST & PENALTY	60,000.00	42,152.48	399.54	17,847.52	70.25
11-000-447.000	SUMMER ADMIN FEE	250,000.00	270,246.28	1.68	(20,246.28)	108.10
11-000-447.100	WINTER ADMIN FEE	175,000.00	193,462.31	(29.27)	(18,462.31)	110.55
11-000-477.000	CABLE FRANCHISE FEE	325,000.00	160,789.58	0.00	164,210.42	49.47
11-000-477.100	AT&T LICENSE AGREEMENT	0.00	36,583.76	4,611.96	(36,583.76)	100.00
11-000-478.000	BUILDERS LIC/PERM	243,850.00	228,199.50	35,206.25	15,650.50	93.58
11-000-479.000	PLUMBERS LIC/PERM	30,000.00	37,202.25	6,273.25	(7,202.25)	124.01
11-000-480.000	ELECTRICAL LIC/PERM	60,000.00	64,633.00	7,949.00	(4,633.00)	107.72
11-000-481.000	PROPERTY MAINTENANCE PERMIT	75,000.00	68,760.00	7,900.00	6,240.00	91.68
11-000-482.000	PROPERTY MAINTENANCE FEE	5,000.00	12,671.26	1,502.50	(7,671.26)	253.43
11-000-483.000	FORECLOSURE ORDINANCE FEES	1,000.00	1,400.00	0.00	(400.00)	140.00
11-000-484.000	MECHANICAL PERMIT	50,000.00	55,629.00	6,580.00	(5,629.00)	111.26
11-000-485.000	ANIMAL LICENSES	4,000.00	5,935.00	3,212.00	(1,935.00)	148.38
11-000-486.000	BICYCLE LICENSES	0.00	4.00	0.00	(4.00)	100.00
11-000-491.000	TREE TRIM LICENSES	0.00	0.00	0.00	0.00	0.00
11-000-500.100	MISC PERMIT REVENUE	1,000.00	2,950.00	0.00	(1,950.00)	295.00
11-000-511.000	ARPA FUNDS #21.027	1,611,220.00	1,611,220.24	0.00	(0.24)	100.00
11-000-512.000	STATE OF MI-CARES/COVID	0.00	0.00	0.00	0.00	0.00
11-000-528.000	FEDERAL GRANT REVENUE	0.00	22,920.44	0.00	(22,920.44)	100.00
11-000-543.010	PS CONSOLIDATION GRANT	0.00	0.00	0.00	0.00	0.00
11-000-543.200	STATE OF MI - PS RECEIPTS	0.00	4,443.89	0.00	(4,443.89)	100.00
11-000-548.100	TREE GRANT	0.00	4,000.00	0.00	(4,000.00)	100.00
11-000-549.000	FIRE GRANT	0.00	0.00	0.00	0.00	0.00
11-000-568.000	STATE LIQUOR LIC	9,500.00	9,850.50	0.00	(350.50)	103.69
11-000-569.900	ST OF MI-ELECTION REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
11-000-573.000	SOM-LOCAL COMMUNITY STABILIZATION AUTH	50,000.00	45,255.33	0.00	4,744.67	90.51
11-000-574.000	STATE SHARE REV-CONS	1,581,925.00	943,370.00	0.00	638,555.00	59.63
11-000-574.001	STATE SHARE REV-CVTRS	238,622.00	114,972.00	0.00	123,650.00	48.18
11-000-585.000	SCHOOL ELECTIONS	0.00	0.00	0.00	0.00	0.00
11-000-586.000	SMART GRANTS	18,794.00	19,336.46	1,524.83	(542.46)	102.89
11-000-590.000	GROSSE POINTE CHAMBER FOUNDATION	0.00	3,794.50	0.00	(3,794.50)	100.00
11-000-611.000	REIMBURSE COURT APPTD ATTY FEES	7,500.00	619.89	239.89	6,880.11	8.27
11-000-621.000	PROBATION FEES	15,000.00	7,092.00	1,235.00	7,908.00	47.28
11-000-629.000	GPS DISPATCH SERVICES	74,000.00	36,771.88	0.00	37,228.12	49.69
11-000-642.000	LFP VENDING SALES	1,000.00	2.00	0.00	998.00	0.20
11-000-642.010	LAKE FRONT PARK MERCHANDISE	1,125.00	180.00	0.00	945.00	16.00
11-000-642.020	CONSESSION STAND REVENUE	2,900.00	2,130.00	390.00	770.00	73.45
11-000-646.000	COMMUNITY CENTER REVENUE	7,046.00	14,525.00	2,945.00	(7,479.00)	206.15
11-000-653.000	ACTIVITY FEES	150.00	750.00	0.00	(600.00)	500.00
11-000-653.100	ACTIVITY FEES - P&R	16,650.00	18,352.00	2,288.00	(1,702.00)	110.22
11-000-653.105	ACTIVITY FEES - MINI GOLF	5,550.00	3,619.00	0.00	1,931.00	65.21
11-000-653.110	ACTIVITY FEES - GPW SENIORS	3,360.00	3,979.00	0.00	(619.00)	118.42
11-000-653.120	ACTIVITY FEES - COMM CENTER	3,360.00	256.00	0.00	3,104.00	7.62
11-000-653.130	ACTIVITY FEES - MISC	0.00	0.00	0.00	0.00	0.00
11-000-653.200	SWIM LESSONS	13,125.00	8,530.00	0.00	4,595.00	64.9
11-000-653.210	TEAMS - SWIM	18,125.00	5,001.00	0.00	13,124.00	27.5
11-000-653.211	LFSA SPONSORS	0.00	320.33	0.00	(320.33)	100.00

Prepared by: sschmidt

By: Gpw

PERIOD ENDING 03/31/2023

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

ACCOUNT NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGDGT USED
		AMENDED BUDGET	03/31/2023 NORMAL (ABNORMAL)	MONTH 03/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
fund 101 - GENERAL FUND						
Revenues						
01-000-653.220	ARC - MISC	4,000.00	40.00	0.00	3,960.00	1.00
01-000-653.230	ADULT CLASSES	0.00	0.00	0.00	0.00	0.00
01-000-653.240	CHILD CLASSES	1,000.00	0.00	0.00	1,000.00	0.00
01-000-653.260	HOB NOBBIN EVENT	0.00	3.00	0.00	(3.00)	100.00
01-000-653.270	TENNIS	5,200.00	12,255.00	0.00	(7,055.00)	235.67
01-000-653.310	CC PROGRAM - ADULT	16,980.00	21,528.00	2,656.00	(4,548.00)	126.78
01-000-653.320	CC PROGRAMS - CHILD	0.00	0.00	0.00	0.00	0.00
01-000-653.340	CC PROGRAMS - SENIOR	6,396.00	5,854.00	802.00	542.00	91.53
01-000-653.350	CC PROGRAMS - TRIPS	5,000.00	1,520.00	1,020.00	3,480.00	30.40
01-000-653.400	ACTIVITY FEES - GAZEBO RENTAL	2,000.00	1,200.00	200.00	800.00	60.00
01-000-653.410	ACTIVITY FEES- PAVILION RENTAL	7,500.00	5,250.00	2,500.00	2,250.00	70.00
01-000-653.420	ACTIVITY FEES - TENT RENTAL	0.00	2,000.00	0.00	(2,000.00)	100.00
01-000-656.000	VIOLATIONS	35,000.00	14,605.00	3,429.00	20,395.00	41.73
01-000-657.000	CODE VIOLATIONS -BLDG DEPT	3,000.00	444.50	0.00	2,555.50	14.82
01-000-660.000	COURT FINES & COSTS	175,000.00	110,358.24	18,629.00	64,641.76	63.06
01-000-660.010	O.U.I.L. REIMBURSEMT	25,000.00	11,959.42	2,961.03	13,040.58	47.84
01-000-665.000	INTEREST INCOME	7,500.00	177,075.79	24,808.14	(169,575.79)	2,361.01
01-000-669.030	GAIN ON MKT VALUE	0.00	0.00	0.00	0.00	0.00
01-000-673.000	SALE OF ASSETS	0.00	5,000.00	0.00	(5,000.00)	100.00
01-000-676.000	WORKERS COMP - REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
01-000-676.010	NAVITUS REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
01-000-677.060	REIMBURSE PENSION ADMIN FEE	10,000.00	10,000.00	0.00	0.00	100.00
01-000-677.070	REIMB PARKING LOT SERVICES	14,000.00	7,477.74	0.00	6,522.26	53.41
01-000-677.080	REIMBURSEMENT - COBRA	0.00	0.00	0.00	0.00	0.00
01-000-677.090	RETIREE DRUG SUBSIDY	0.00	21,656.46	0.00	(21,656.46)	100.00
01-000-677.100	INSURANCE HARD CAP	0.00	0.00	0.00	0.00	0.00
01-000-679.000	PROCEEDS-ATT CELL	0.00	0.00	0.00	0.00	0.00
01-000-682.000	GPF-PROVENCAL	40,000.00	40,000.00	0.00	0.00	100.00
01-000-683.000	OTHER INCOME	10,000.00	121,057.25	6,093.72	(111,057.25)	1,210.57
01-000-683.010	MISC PUBLIC SAFETY RECEIPTS	15,000.00	12,874.74	571.58	2,125.26	85.83
01-000-683.020	MEDSTAR LEASE	0.00	0.00	0.00	0.00	0.00
01-000-683.030	AWARE-PS	0.00	0.00	0.00	0.00	0.00
01-000-683.040	VEHICLE SALVAGE TITLE FEES	0.00	0.00	0.00	0.00	0.00
01-000-683.050	POLICE IMPOUND FEES	5,000.00	2,345.00	770.00	2,655.00	46.90
01-000-683.060	CITY CLERK MISC. RECEIPTS	4,000.00	6,668.00	5,050.00	(2,668.00)	166.70
01-000-683.070	ASSESSING MISC RECEIPTS	0.00	0.00	0.00	0.00	0.00
01-000-683.080	OTHER INCOME - ADMIN	0.00	0.00	0.00	0.00	0.00
01-000-685.000	NATIONAL OPIOID SETTLEMENT	0.00	0.00	0.00	0.00	0.00
01-000-689.000	OVER/UNDER	100.00	160.07	(585.92)	(60.07)	160.07
01-000-692.100	TRF F/PRIOR YR RES	418,601.76	0.00	0.00	418,601.76	0.00
01-000-698.000	INSURANCE PROCEEDS	0.00	0.00	0.00	0.00	0.00
Total Dept 000		16,302,301.76	15,059,039.90	153,636.88	1,243,261.86	92.37
Dept 931 - TRANSFER IN						
01-931-699.203	TRF F/LOCAL STREETS	0.00	0.00	0.00	0.00	0.00
01-931-699.210	TRF F/AMBULANCE	0.00	0.00	0.00	0.00	0.00
01-931-699.213	TRANSFER FROM PARKWAY BEAUT.	0.00	0.00	0.00	0.00	0.00
01-931-699.226	TRANSFER FROM SOLID WASTE	50,000.00	50,000.00	0.00	0.00	100.00
01-931-699.245	TRF F/BLOCK GRANT	0.00	0.00	0.00	0.00	0.00
01-931-699.401	TRF F/MUNICIPAL IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
01-931-699.420	TRANS F/ CAPITAL IMPROVEMENT	0.00	0.00	0.00	0.00	0.00
01-931-699.585	TRANSFER F/PARKING	0.00	0.00	0.00	0.00	0.00

PERIOD ENDING 03/31/2023

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGDG USED
		AMENDED BUDGET	03/31/2023 NORMAL (ABNORMAL)	MONTH 03/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
nd 101 - GENERAL FUND						
Revenues						
01-931-699.592	TRF WATER/SEWER	25,000.00	25,000.00	0.00	0.00	100.00
01-931-699.594	TRF F/BOAT DOCKS	5,000.00	5,000.00	0.00	0.00	100.00
01-931-699.598	TRF F/COMMODITY SALE	0.00	0.00	0.00	0.00	0.00
01-931-699.661	TRANSF F/MOTOR VEHICLE	0.00	0.00	0.00	0.00	0.00
Total Dept 931 - TRANSFER IN		80,000.00	80,000.00	0.00	0.00	100.00
TOTAL REVENUES		16,382,301.76	15,139,039.90	153,636.88	1,243,261.86	92.41
Expenditures						
Dept 101 - CITY COUNCIL						
01-101-702.000	SALARIES & WAGES	28,500.00	18,562.50	2,062.50	9,937.50	65.13
01-101-715.000	SOCIAL SECURITY	2,180.00	1,420.05	157.80	759.95	65.14
01-101-721.000	WORKERS COMP	0.00	0.00	0.00	0.00	0.00
01-101-757.000	OPERATING SUPPLIES	500.00	0.00	0.00	500.00	0.00
01-101-880.000	COMMUNITY RELATIONS	3,200.00	2,172.08	0.00	1,027.92	67.88
01-101-881.000	EMPLOYEE RELATIONS	19,000.00	1,656.00	0.00	17,344.00	8.72
01-101-958.000	MEMBERSHIP & DUES	14,564.00	14,406.00	0.00	158.00	98.92
01-101-958.001	TRAINING & SEMINARS	1,500.00	0.00	0.00	1,500.00	0.00
01-101-967.100	SPECIAL PROJECTS	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 101 - CITY COUNCIL		70,444.00	38,216.63	2,220.30	32,227.37	54.25
Dept 105 - COMMISSIONS						
01-105-880.100	BEAUTIFICATION COMM	3,200.00	331.02	0.00	2,868.98	10.34
01-105-880.200	CITIZENS RECREATION	9,146.00	9,125.40	0.00	20.60	99.77
01-105-880.300	HISTORICAL COMM	2,101.00	0.00	0.00	2,101.00	0.00
01-105-880.500	PLANNING COMM	3,000.00	675.00	0.00	2,325.00	22.50
01-105-880.600	SENIOR CIT COMM	2,000.00	0.00	0.00	2,000.00	0.00
01-105-880.700	TREE ADV. COMM	1,400.00	340.02	0.00	1,059.98	24.29
Total Dept 105 - COMMISSIONS		20,847.00	10,471.44	0.00	10,375.56	50.23
Dept 172 - ADMINISTRATION						
01-172-702.000	SALARIES & WAGES	236,702.00	146,204.88	15,152.88	90,497.12	61.77
01-172-710.999	SICK/VAC PAY	1,000.00	9,209.26	0.00	(8,209.26)	920.93
01-172-715.000	SOCIAL SECURITY	18,184.00	12,051.44	1,180.06	6,132.56	66.27
01-172-717.000	RETIREE HEALTH CARE & LIFE INS	1,800.00	1,350.00	150.00	450.00	75.00
01-172-718.000	H.S.A.	2,000.00	2,000.00	0.00	0.00	100.00
01-172-719.000	HOSP/DENTAL/OPTICAL	17,709.00	12,738.04	1,252.47	4,970.96	71.93
01-172-720.000	LIFE & LTD INSURANCE	2,133.00	692.32	99.15	1,440.68	32.46
01-172-721.000	WORKERS COMP	2,250.00	2,250.00	0.00	0.00	100.00
01-172-722.000	RETIREMENT	38,318.00	27,199.73	2,919.20	11,118.27	70.98
01-172-722.100	MEDICARE REIMBURSEMENT	2,250.00	1,396.65	157.17	853.35	62.07
01-172-723.000	SUPPLEMENTAL ANNUITY	9,797.00	9,797.00	0.00	0.00	100.00
01-172-725.200	MESC INSURANCE	0.00	0.00	0.00	0.00	0.00
01-172-757.000	OPERATING SUPPLIES	5,500.00	628.16	116.62	4,871.84	11.42
01-172-818.000	CONTRACTUAL SERVICES	17,600.00	15,705.66	0.00	1,894.34	89.2
01-172-930.000	EQUIPMENT MAINT & REPAIR	200.00	0.00	0.00	200.00	0.0
01-172-958.000	MEMBERSHIP & DUES	3,250.00	106.00	0.00	3,144.00	3.2

PERIOD ENDING 03/31/2023

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2023 NORMAL (ABNORMAL)	MONTH 03/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
nd 101 - GENERAL FUND						
penditures						
01-172-958.001	TRAINING & SEMINARS	5,000.00	634.36	0.00	4,365.64	12.69
01-172-960.000	EDUCATION-TRAINING	1,500.00	0.00	0.00	1,500.00	0.00
01-172-977.000	EQUIPMENT	0.00	0.00	0.00	0.00	0.00
Total Dept 172 - ADMINISTRATION		365,193.00	241,963.50	21,027.55	123,229.50	66.26
ept 193 - CITY COMPTROLLER						
01-193-702.000	SALARIES & WAGES	255,812.00	166,862.82	17,488.66	88,949.18	65.23
01-193-709.000	OVERTIME FINANCE STAFF	750.00	35.23	0.00	714.77	4.70
01-193-710.999	SICK/VAC PAY	7,000.00	0.00	0.00	7,000.00	0.00
01-193-715.000	SOCIAL SECURITY	20,162.00	12,155.56	1,317.10	8,006.44	60.29
01-193-717.000	RETIREE HEALTH CARE & LIFE INS	4,500.00	3,374.95	374.99	1,125.05	75.00
01-193-718.000	H.S.A.	3,000.00	3,000.00	0.00	0.00	100.00
01-193-719.000	HOSP/DENTAL/OPTICAL	25,064.00	22,055.11	1,870.47	3,008.89	88.00
01-193-720.000	LIFE & LTD INSURANCE	2,075.00	735.44	99.15	1,339.56	35.44
01-193-721.000	WORKERS COMP	2,700.00	2,700.00	0.00	0.00	100.00
01-193-722.000	RETIREMENT	65,741.00	47,439.31	5,091.09	18,301.69	72.16
01-193-722.100	MEDICARE REIMBURSEMENT	2,600.00	1,616.28	181.89	983.72	62.16
01-193-723.000	SUPPLEMENTAL ANNUITY	22,082.00	22,082.00	0.00	0.00	100.00
01-193-725.000	CLOTHING/UNIFORM ALLOWANCE	150.00	133.33	0.00	16.67	88.89
01-193-725.200	MESC INSURANCE	0.00	0.00	0.00	0.00	0.00
01-193-757.000	OPERATING SUPPLIES	14,750.00	7,959.88	920.62	6,790.12	53.97
01-193-757.100	OPER SUPP-TAX PREP REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
01-193-818.000	CONTRACTUAL SERVICES	57,861.00	36,815.04	96.78	21,045.96	63.63
01-193-930.000	EQUIPMENT MAINT & REPAIR	1,500.00	0.00	0.00	1,500.00	0.00
01-193-958.000	MEMBERSHIP & DUES	1,225.00	994.00	190.00	231.00	81.14
01-193-958.001	TRAINING & SEMINARS	3,950.00	50.00	0.00	3,900.00	1.27
01-193-960.000	EDUCATION-TRAINING	2,000.00	0.00	0.00	2,000.00	0.00
01-193-972.000	MINOR EQUIP	1,750.00	0.00	0.00	1,750.00	0.00
Total Dept 193 - CITY COMPTROLLER		494,672.00	328,008.95	27,630.75	166,663.05	66.31
ept 209 - ADMIN-FRINGE BENEFITS						
01-209-703.000	BS&A MOCK SALARY EXPENSE	0.00	0.00	0.00	0.00	0.00
01-209-717.000	RETIREE HEALTH CARE & LIFE INS	246,100.00	171,214.58	15,587.02	74,885.42	69.57
01-209-722.100	MEDICARE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
01-209-724.200	MESC INSURANCE	3,700.00	0.00	0.00	3,700.00	0.00
01-209-725.200	MESC INSURANCE	0.00	0.00	0.00	0.00	0.00
Total Dept 209 - ADMIN-FRINGE BENEFITS		249,800.00	171,214.58	15,587.02	78,585.42	68.54
ept 211 - OVERHEAD						
01-211-725.300	COBRA-EMPLOYEE HEALTHCARE	0.00	(11,001.49)	(1,265.52)	11,001.49	100.00
01-211-728.000	OFFICE SUPPLIES	18,000.00	8,505.97	971.05	9,494.03	47.26
01-211-815.000	FLOOD REPAIRS	0.00	0.00	0.00	0.00	0.00
01-211-818.000	CONTRACTUAL SERVICES	8,400.00	0.00	0.00	8,400.00	0.00
01-211-921.000	UTILITIES	55,000.00	34,118.29	3,499.40	20,881.71	62.03
01-211-955.000	INSURANCE	30,619.00	25,545.96	24,891.96	5,073.04	83.4
01-211-958.000	FEES & CHARGES	25,000.00	14,827.35	1,260.83	10,172.65	59.3
01-211-960.100	LOSS ON MKT VALUE	0.00	0.00	0.00	0.00	0.0

User: sschmidt

DB: Gpw

PERIOD ENDING 03/31/2023

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

FUND NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE		ACTIVITY FOR MONTH 03/31/2023 INCREASE (DECREASE)	AVAILABLE		% BGD USED
			NORMAL	(ABNORMAL)		NORMAL	(ABNORMAL)	
Fund 101 - GENERAL FUND								
Expenditures								
Total Dept 211 - OVERHEAD		137,019.00	71,996.08		29,357.72	65,022.92		52.54
Dept 215 - CITY CLERK/ELECTIONS								
101-215-702.000	SALARIES & WAGES	178,927.00	117,833.70		12,339.56	61,093.30		65.86
101-215-702.809	WAGES- SEASONAL OFFICE	15,000.00	11,011.46		0.00	3,988.54		73.41
101-215-709.000	OVERTIME-CLERK STAFF	5,545.00	2,196.39		0.00	3,348.61		39.61
101-215-710.999	SICK/VAC PAY	2,500.00	0.00		0.00	2,500.00		0.00
101-215-711.000	LONGEVITY/COLA	0.00	0.00		0.00	0.00		0.00
101-215-715.000	SOCIAL SECURITY	15,451.00	9,496.06		905.94	5,954.94		61.46
101-215-717.000	RETIREE HEALTH CARE & LIFE INS	5,400.00	4,050.00		450.00	1,350.00		75.00
101-215-718.000	H.S.A.	6,000.00	6,000.00		0.00	0.00		100.00
101-215-719.000	HOSP/DENTAL/OPTICAL	44,127.00	38,152.51		3,749.19	5,974.49		86.46
101-215-720.000	LIFE & LTD INSURANCE	1,834.00	748.02		99.14	1,085.98		40.79
101-215-721.000	WORKERS COMP	2,250.00	2,250.00		0.00	0.00		100.00
101-215-722.000	RETIREMENT	59,518.00	39,368.90		4,151.02	20,149.10		66.15
101-215-722.100	MEDICARE REIMBURSEMENT	2,125.00	1,317.80		148.30	807.20		62.01
101-215-723.000	SUPPLEMENTAL ANNUITY	19,993.00	19,993.00		0.00	0.00		100.00
101-215-725.000	CLOTHING/UNIFORM ALLOWANCE	100.00	20.83		0.00	79.17		20.83
101-215-725.200	MESC INSURANCE	0.00	0.00		0.00	0.00		0.00
101-215-731.000	ELECTIONS SUPPLIES	75,094.00	32,353.30		290.00	42,740.70		43.08
101-215-757.000	OPERATING SUPPLIES	5,098.00	1,597.43		49.81	3,500.57		31.33
101-215-818.000	CONTRACTUAL SERVICES	9,850.00	10,325.00		45.00	(475.00)		104.82
101-215-903.000	LEGAL NOTICES	5,000.00	2,285.25		777.00	2,714.75		45.71
101-215-930.000	EQUIPMENT MAINT & REPAIR	13,260.00	13,110.00		0.00	150.00		98.87
101-215-958.000	MEMBERSHIP & DUES	970.00	660.00		200.00	310.00		68.04
101-215-958.001	TRAINING & SEMINARS	4,900.00	1,725.45		0.00	3,174.55		35.21
101-215-960.000	EDUCATION-TRAINING	3,000.00	0.00		0.00	3,000.00		0.00
101-215-972.000	MINOR EQUIPMENT	1,600.00	541.53		0.00	1,058.47		33.85
Total Dept 215 - CITY CLERK/ELECTIONS		477,542.00	315,036.63		23,204.96	162,505.37		65.97
Dept 228 - MIS								
101-228-702.000	SALARIES & WAGES	150,319.00	107,986.07		11,375.64	42,332.93		71.84
101-228-710.999	SICK/VAC PAY	5,000.00	3,970.06		0.00	1,029.94		79.40
101-228-715.000	SOCIAL SECURITY	11,882.00	8,124.62		840.68	3,757.38		68.38
101-228-717.000	RETIREE HEALTH CARE & LIFE INS	1,800.00	1,350.00		150.00	450.00		75.00
101-228-722.000	RETIREMENT	50,231.00	35,653.75		3,826.76	14,577.25		70.98
101-228-722.100	MEDICARE REIMBURSEMENT	1,539.00	962.99		108.37	576.01		62.57
101-228-723.000	SUPPLEMENTAL ANNUITY	16,873.00	16,873.00		0.00	0.00		100.00
101-228-757.000	OPERATING SUPPLIES	53,900.00	27,509.02		4,831.22	26,390.98		51.04
101-228-818.000	CONTRACTUAL SERVICES	95,250.00	72,535.76		4,281.53	22,714.24		76.15
101-228-930.000	EQUIPMENT MAINT & REPAIR	50,900.00	16,428.22		442.40	34,471.78		32.28
101-228-958.000	MEMBERSHIP & DUES	0.00	0.00		0.00	0.00		0.00
101-228-958.001	TRAINING & SEMINARS	3,000.00	0.00		0.00	3,000.00		0.00
101-228-972.000	MINOR EQUIPMENT	0.00	0.00		0.00	0.00		0.00
101-228-972.349	MINOR EQUIP PUB SAF	16,000.00	15,310.10		0.00	689.90		95.69
101-228-972.599	MINOR EQUIP PUB WKS	1,600.00	0.00		0.00	1,600.00		0.00
101-228-972.799	MINOR EQUIP PARKS	5,600.00	1,531.01		0.00	4,068.99		27.34
101-228-977.000	EQUIPMENT	17,500.00	8,197.45		0.00	9,302.55		46.30
101-228-977.299	EQUIPMENT - GENL GOVERNMENT	13,000.00	10,717.07		0.00	2,282.93		82.45

Prepared by: sschmidt

For: Gpw

PERIOD ENDING 03/31/2023

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

ACCOUNT NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGDGT USED
		AMENDED BUDGET	03/31/2023 NORMAL (ABNORMAL)	MONTH 03/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
fund 101 - GENERAL FUND						
Expenditures						
Total Dept 228 - MIS		494,394.00	327,149.12	25,856.60	167,244.88	66.17
Dept 229 - MIS FRINGE BENEFITS						
01-229-715.000	SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00
01-229-717.000	RETIREE HEALTH CARE & LIFE INS	2,300.00	1,494.14	135.58	805.86	64.96
01-229-718.000	H.S.A.	3,700.00	3,700.00	0.00	0.00	100.00
01-229-719.000	HOSP/DENTAL/OPTICAL	29,419.00	25,411.08	2,496.72	4,007.92	86.38
01-229-720.000	LIFE & LTD INSURANCE	1,796.00	681.90	99.15	1,114.10	37.97
01-229-721.000	WORKERS COMP	1,500.00	1,500.00	0.00	0.00	100.00
01-229-725.200	MESC INSURANCE	0.00	0.00	0.00	0.00	0.00
Total Dept 229 - MIS FRINGE BENEFITS		38,715.00	32,787.12	2,731.45	5,927.88	84.69
Dept 257 - CITY ASSESSOR						
01-257-702.000	SALARIES & WAGES	0.00	0.00	0.00	0.00	0.00
01-257-710.999	SICK/VAC PAY	0.00	0.00	0.00	0.00	0.00
01-257-715.000	SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00
01-257-717.000	RETIREE HEALTH CARE & LIFE INS	0.00	0.00	0.00	0.00	0.00
01-257-718.000	H.S.A.	0.00	0.00	0.00	0.00	0.00
01-257-719.000	HOSP/DENTAL/OPTICAL	0.00	0.00	0.00	0.00	0.00
01-257-720.000	LIFE & LTD INSURANCE	0.00	0.00	0.00	0.00	0.00
01-257-721.000	WORKERS COMP	0.00	0.00	0.00	0.00	0.00
01-257-722.000	RETIREMENT	0.00	0.00	0.00	0.00	0.00
01-257-722.100	MEDICARE REIMBURSEMENT	1,200.00	749.01	84.29	450.99	62.42
01-257-723.000	SUPPLEMENTAL ANNUITY	0.00	0.00	0.00	0.00	0.00
01-257-725.200	MESC INSURANCE	0.00	0.00	0.00	0.00	0.00
01-257-757.000	OPERATING SUPPLIES	1,000.00	0.00	0.00	1,000.00	0.00
01-257-818.000	CONTRACTUAL SERVICES	81,033.00	67,360.00	6,833.50	13,673.00	83.13
01-257-831.000	ASSESSMENT/TAX ROLL PREP	27,511.00	8,957.25	857.19	18,553.75	32.56
01-257-831.200	PRIOR YR TAX REFUNDS	10,000.00	0.00	0.00	10,000.00	0.00
01-257-958.000	MEMBERSHIP & DUES	350.00	0.00	0.00	350.00	0.00
01-257-958.001	TRAINING & SEMINARS	350.00	0.00	0.00	350.00	0.00
Total Dept 257 - CITY ASSESSOR		121,444.00	77,066.26	7,774.98	44,377.74	63.46
Dept 265 - CITY HALL & GROUNDS						
01-265-702.000	SALARIES & WAGES	106,186.00	59,095.17	10,166.43	47,090.83	55.65
01-265-702.801	P & R WAGES PART-TIME UNION	0.00	0.00	0.00	0.00	0.00
01-265-709.000	OVERTIME-CH & GROUNDS	16,125.00	12,833.59	585.28	3,291.41	79.59
01-265-715.000	SOCIAL SECURITY	9,357.00	5,239.56	771.46	4,117.44	56.00
01-265-717.000	RETIREE HEALTH CARE & LIFE INS	1,800.00	1,810.99	411.92	(10.99)	100.61
01-265-722.000	RETIREMENT	35,990.00	24,196.78	3,616.86	11,793.22	67.23
01-265-722.100	MEDICARE REIMBURSEMENT	475.00	264.68	29.79	210.32	55.72
01-265-757.000	OPERATING SUPPLIES	15,000.00	9,858.57	2,305.98	5,141.43	65.72
01-265-818.000	CONTRACTUAL SERVICES	94,200.00	57,500.64	2,994.60	36,699.36	61.04
01-265-930.000	EQUIPMENT MAINT & REPAIR	0.00	0.00	0.00	0.00	0.00
Total Dept 265 - CITY HALL & GROUNDS		279,133.00	170,799.98	20,882.32	108,333.02	61.11
Dept 266 - CITY ATTORNEY						

PERIOD ENDING 03/31/2023

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

L NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2023	MONTH 03/31/2023	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
und 101 - GENERAL FUND						
xpenditures						
01-266-719.000	HOSP/DENTAL/OPTICAL	0.00	0.00	0.00	0.00	0.00
01-266-801.000	LEGAL FEES-GEN'L CITY	100,000.00	29,084.42	3,100.40	70,915.58	29.08
01-266-801.100	LEGAL COUNSEL-COURT	35,000.00	19,545.50	2,418.00	15,454.50	55.84
01-266-801.200	LEGAL COUNSEL-BLDG & PLANNING	9,000.00	4,944.50	356.50	4,055.50	54.94
01-266-801.300	LEGAL/OUTSIDE CONSULTANTS- MTT	40,000.00	23,884.13	1,642.56	16,115.87	59.71
01-266-801.301	MTT-APPRAISALS & OTHER CONSULTANTS	30,000.00	0.00	0.00	30,000.00	0.00
01-266-810.000	LABOR CONSULTANT	35,000.00	4,029.70	43.75	30,970.30	11.51
01-266-812.000	CLAIMS/OUTSIDE COUNSEL	25,000.00	18,611.75	0.00	6,388.25	74.45
01-266-955.300	EXPENSES	0.00	0.00	0.00	0.00	0.00
01-266-958.000	MEMBERSHIP & DUES	0.00	0.00	0.00	0.00	0.00
01-266-958.001	TRAINING & SEMINARS	0.00	0.00	0.00	0.00	0.00
Total Dept 266 - CITY ATTORNEY		274,000.00	100,100.00	7,561.21	173,900.00	36.53
Dept 286 - COURT EXPENDITURES						
01-286-702.000	SALARIES & WAGES	171,710.00	118,177.23	12,284.27	53,532.77	68.82
01-286-705.000	PSO COURT OVERTIME	11,000.00	7,114.30	695.05	3,885.70	64.68
01-286-709.000	OVERTIME	1,000.00	0.00	0.00	1,000.00	0.00
01-286-710.999	SICK/VAC PAY	7,500.00	1,465.55	0.00	6,034.45	19.54
01-286-715.000	SOCIAL SECURITY	13,946.00	9,079.03	929.48	4,866.97	65.10
01-286-717.000	RETIREE HEALTH CARE & LIFE INS	2,700.00	2,025.07	225.01	674.93	75.00
01-286-718.000	H.S.A.	2,550.00	2,550.00	0.00	0.00	100.00
01-286-719.000	HOSP/DENTAL/OPTICAL	23,564.00	19,004.77	1,870.48	4,559.23	80.65
01-286-720.000	LIFE & LTD INSURANCE	1,003.00	640.66	84.98	362.34	63.87
01-286-721.000	WORKERS COMP	3,000.00	3,000.00	0.00	0.00	100.00
01-286-722.000	RETIREMENT	36,862.00	28,273.57	3,007.05	8,588.43	76.70
01-286-722.100	MEDICARE REIMBURSEMENT	1,750.00	1,081.27	121.68	668.73	61.79
01-286-723.000	SUPPLEMENTAL ANNUITY	13,100.00	13,100.00	0.00	0.00	100.00
01-286-725.000	CLOTHING/UNIFORM ALLOWANCE	100.00	100.00	0.00	0.00	100.00
01-286-725.200	MESC INSURANCE	0.00	0.00	0.00	0.00	0.00
01-286-757.000	OPERATING SUPPLIES	23,940.00	15,518.08	1,328.00	8,421.92	64.82
01-286-801.400	COURT APPOINTED ATTORNEY	0.00	0.00	0.00	0.00	0.00
01-286-805.000	PROBATION FEES	0.00	0.00	0.00	0.00	0.00
01-286-806.000	SOM TRANSMITTAL FEES	60,000.00	20,094.30	2,216.00	39,905.70	33.49
01-286-807.000	WITNESS FEES	500.00	0.00	0.00	500.00	0.00
01-286-808.000	JAIL FEES	15,000.00	875.00	0.00	14,125.00	5.83
01-286-818.000	CONTRACTUAL	38,610.00	21,232.75	539.68	17,377.25	54.99
01-286-930.000	EQUIPMENT MAINT & REPAIR	2,000.00	0.00	0.00	2,000.00	0.00
01-286-958.000	MEMBERSHIP & DUES	1,025.00	380.00	0.00	645.00	37.07
01-286-958.001	TRAINING & SEMINARS	5,600.00	1,771.24	0.00	3,828.76	31.63
01-286-960.000	EDUCATION-TRAINING	1,500.00	0.00	0.00	1,500.00	0.00
01-286-977.000	EQUIPMENT	45,000.00	22,783.43	0.00	22,216.57	50.63
Total Dept 286 - COURT EXPENDITURES		482,960.00	288,266.25	23,301.68	194,693.75	59.69
Dept 305 - PUB SAF-ADMIN						
01-305-702.000	SALARIES & WAGES	179,778.00	125,737.10	13,309.78	54,040.90	69.94
01-305-709.000	OVERTIME	600.00	0.00	0.00	600.00	0.00
01-305-715.000	SOCIAL SECURITY	13,799.00	9,785.89	1,036.13	4,013.11	70.00
01-305-717.000	RETIREE HEALTH CARE & LIFE INS	3,600.00	2,700.00	300.00	900.00	75.00
01-305-722.000	RETIREMENT	23,423.00	16,706.28	1,793.14	6,716.72	71.00

PERIOD ENDING 03/31/2023

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

L NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2023 NORMAL (ABNORMAL)	MONTH 03/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
nd 101 - GENERAL FUND						
xpenditures						
01-305-722.100	MEDICARE REIMBURSEMENT	8,820.00	5,519.01	621.09	3,300.99	62.57
01-305-818.000	CONTRACTUAL SERVICES	43,623.00	21,912.27	30.00	21,710.73	50.23
01-305-835.100	PRE-EMPLOYMENT TESTING	10,600.00	7,438.00	750.00	3,162.00	70.17
01-305-851.000	RADIO MAINTENANCE	46,460.00	30,939.56	18,740.61	15,520.44	66.59
01-305-930.000	EQUIPMENT MAINT & REPAIR	4,500.00	2,190.54	0.00	2,309.46	48.68
01-305-958.000	MEMBERSHIP & DUES	7,420.00	5,675.00	0.00	1,745.00	76.48
01-305-958.001	TRAINING & SEMINARS	12,500.00	6,668.61	(275.00)	5,831.39	53.35
otal Dept 305 - PUB SAF-ADMIN		355,123.00	235,272.26	36,305.75	119,850.74	66.25
ept 310 - POLICE SERVICES						
01-310-702.000	SALARIES & WAGES	0.00	500.00	0.00	(500.00)	100.00
01-310-702.100	SAL & WAGES - LT	311,386.00	225,621.97	23,646.31	85,764.03	72.46
01-310-702.200	SAL & WAGES - SGT	593,756.00	422,577.81	44,117.98	171,178.19	71.17
01-310-702.400	SAL & WAGES - PSO	1,689,008.00	1,070,208.87	112,307.44	618,799.13	63.36
01-310-702.500	SAL & WAGES DISPATCH	218,590.00	145,123.15	16,224.98	73,466.85	66.39
01-310-702.600	SAL & WAGES-SECRETARY/CLERICAL	75,456.00	50,245.84	5,422.46	25,210.16	66.59
01-310-709.100	OVERTIME - LT	15,000.00	13,806.87	2,695.68	1,193.13	92.05
01-310-709.200	OVERTIME - SGT	40,000.00	19,149.58	2,524.83	20,850.42	47.87
01-310-709.400	OVERTIME - PSO	95,000.00	60,850.43	6,498.35	34,149.57	64.05
01-310-709.500	OVERTIME - DISPATCH	9,000.00	8,713.03	3,274.17	286.97	96.81
01-310-709.600	OVERTIME-SECRETARY/CLERICAL	300.00	0.00	0.00	300.00	0.00
01-310-715.000	SOCIAL SECURITY	63,280.00	42,429.86	3,954.07	20,850.14	67.05
01-310-717.000	RETIREE HEALTH CARE & LIFE INS	25,200.00	19,350.00	2,400.00	5,850.00	76.79
01-310-722.000	RETIREMENT	1,075,361.00	724,691.80	79,032.93	350,669.20	67.39
01-310-722.100	MEDICARE REIMBURSEMENT	43,200.00	27,031.81	3,042.06	16,168.19	62.57
01-310-757.000	OPERATING SUPPLIES	33,009.00	18,753.00	7,034.92	14,256.00	56.81
01-310-808.000	JAIL FEES	9,200.00	4,419.13	683.75	4,780.87	48.03
01-310-818.000	CONTRACTUAL SERVICES	35,870.00	33,056.19	1,093.13	2,813.81	92.16
01-310-930.000	EQUIPMENT MAINT & REPAIR	19,560.00	15,277.51	310.00	4,282.49	78.11
01-310-958.000	MEMBERSHIP & DUES	0.00	0.00	0.00	0.00	0.00
01-310-960.000	EDUCATION-TRAINING	0.00	0.00	0.00	0.00	0.00
01-310-961.000	TRAINING	29,740.00	4,892.68	1,573.30	24,847.32	16.45
01-310-972.000	MINOR EQUIPMENT	10,000.00	6,625.88	0.00	3,374.12	66.26
otal Dept 310 - POLICE SERVICES		4,391,916.00	2,913,325.41	315,836.36	1,478,590.59	66.33
ept 326 - SUPPORT SERVICES						
01-326-702.000	SALARIES & WAGES	145,200.00	76,586.08	11,308.00	68,613.92	52.75
01-326-715.000	SOCIAL SECURITY	11,108.00	5,858.81	865.05	5,249.19	52.74
01-326-757.000	OPERATING SUPPLIES	13,800.00	11,797.85	699.30	2,002.15	85.49
01-326-831.100	K-9 DIVISION	0.00	0.00	0.00	0.00	0.00
01-326-832.000	ANIMAL COLLECTION	3,200.00	1,999.00	475.00	1,201.00	62.47
01-326-972.000	MINOR EQUIPMENT	2,000.00	1,942.00	0.00	58.00	97.10
otal Dept 326 - SUPPORT SERVICES		175,308.00	98,183.74	13,347.35	77,124.26	56.01
ept 339 - FIRE SERV/SAFETY INS						
01-339-757.000	OPERATING SUPPLIES	17,752.00	8,067.00	0.00	9,685.00	45.4
01-339-818.000	CONTRACTUAL SERVICES	6,760.00	1,245.35	0.00	5,514.65	18.4

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PERIOD ENDING 03/31/2023

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L NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2023 NORMAL (ABNORMAL)	MONTH 03/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
nd 101 - GENERAL FUND						
xpenditures						
01-339-930.000	EQUIPMENT MAINT & REPAIR	13,700.00	4,328.06	765.00	9,371.94	31.59
01-339-961.000	TRAINING	19,620.00	3,415.00	0.00	16,205.00	17.41
01-339-972.000	MINOR EQUIPMENT	0.00	0.00	0.00	0.00	0.00
otal Dept 339 - FIRE SERV/SAFETY INS		57,832.00	17,055.41	765.00	40,776.59	29.49
ept 345 - PUB-SAF FRINGES						
01-345-703.000	BS&A MOCK SALARY EXPENSE	0.00	0.00	0.00	0.00	0.00
01-345-710.999	SICK/VAC PAY	125,000.00	83,643.99	1,594.63	41,356.01	66.92
01-345-711.000	LONGEVITY/COLA	18,300.00	17,675.00	0.00	625.00	96.58
01-345-713.000	HOLIDAY PAY	91,554.00	1,406.70	0.00	90,147.30	1.54
01-345-715.000	SOCIAL SECURITY	3,140.00	2,469.23	23.12	670.77	78.64
01-345-717.000	RETIREE HEALTH CARE & LIFE INS	679,500.00	467,386.07	42,490.01	212,113.93	68.78
01-345-718.000	H.S.A.	66,200.00	63,220.45	0.00	2,979.55	95.50
01-345-719.000	HOSP/DENTAL/OPTICAL	506,116.00	425,898.30	41,199.89	80,217.70	84.15
01-345-720.000	LIFE & LTD INSURANCE	9,326.00	4,323.67	396.58	5,002.33	46.36
01-345-721.000	WORKERS COMP	88,250.00	88,250.00	27,500.00	0.00	100.00
01-345-722.000	RETIREMENT	41,239.00	7,124.27	0.00	34,114.73	17.28
01-345-722.100	MEDICARE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
01-345-723.000	SUPPLEMENTAL ANNUITY	33,223.00	33,223.00	0.00	0.00	100.00
01-345-725.000	CLOTHING/UNIFORM ALLOWANCE	42,730.00	38,552.91	0.00	4,177.09	90.22
01-345-725.100	CLOTHING - CITY SHARE	11,100.00	4,183.46	1,292.00	6,916.54	37.69
01-345-725.200	MESC INSURANCE	1,000.00	0.00	0.00	1,000.00	0.00
01-345-960.000	EDUCATION-TRAINING	3,000.00	0.00	0.00	3,000.00	0.00
otal Dept 345 - PUB-SAF FRINGES		1,719,678.00	1,237,357.05	114,496.23	482,320.95	71.95
ept 349 - OVERHEAD						
01-349-728.000	OFFICE SUPPLIES	10,550.00	7,532.29	1,136.00	3,017.71	71.40
01-349-818.000	CONTRACTUAL SERVICES	60,000.00	28,458.78	0.00	31,541.22	47.43
01-349-818.001	CODE VIOLATIONS	0.00	0.00	0.00	0.00	0.00
01-349-921.000	UTILITIES	65,000.00	48,976.22	5,865.34	16,023.78	75.35
01-349-955.000	INSURANCE	41,754.00	38,191.37	37,543.37	3,562.63	91.47
otal Dept 349 - OVERHEAD		177,304.00	123,158.66	44,544.71	54,145.34	69.46
ept 371 - BUILDING INSPECTIONS						
01-371-702.000	SALARIES & WAGES	95,510.00	83,358.57	3,469.44	12,151.43	87.28
01-371-709.000	OVERTIME	342.00	658.09	0.00	(316.09)	192.42
01-371-710.999	SICK/VAC PAY	21,142.00	21,141.59	0.00	0.41	100.00
01-371-711.000	LONGEVITY/COLA	0.00	0.00	0.00	0.00	0.00
01-371-715.000	SOCIAL SECURITY	7,485.00	8,170.08	262.75	(685.08)	109.15
01-371-717.000	RETIREE HEALTH CARE & LIFE INS	2,550.00	2,100.00	150.00	450.00	82.35
01-371-718.000	H.S.A.	0.00	0.00	0.00	0.00	0.00
01-371-719.000	HOSP/DENTAL/OPTICAL	23,870.00	23,870.29	0.00	(0.29)	100.00
01-371-720.000	LIFE & LTD INSURANCE	265.00	229.84	14.16	35.16	86.73
01-371-721.000	WORKERS COMP	5,250.00	5,250.00	0.00	0.00	100.00
01-371-722.000	RETIREMENT	31,000.00	26,754.82	1,167.12	4,245.18	86.33
01-371-722.100	MEDICARE REIMBURSEMENT	2,202.00	1,582.51	178.09	619.49	71.80
01-371-723.000	SUPPLEMENTAL ANNUITY	32,786.00	32,786.00	0.00	0.00	100.00

PERIOD ENDING 03/31/2023

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L NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2023 NORMAL (ABNORMAL)	MONTH 03/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
nd 101 - GENERAL FUND						
xpenditures						
01-371-725.000	CLOTHING/UNIFORM ALLOWANCE	900.00	620.87	0.00	279.13	68.99
01-371-725.200	MESC INSURANCE	0.00	0.00	0.00	0.00	0.00
01-371-757.000	OPERATING SUPPLIES	5,000.00	4,600.75	90.21	399.25	92.02
01-371-818.000	CONTRACTUAL	506,924.00	320,332.71	39,745.16	186,591.29	63.19
01-371-818.001	CODE VIOLATIONS	15,000.00	8,180.50	954.00	6,819.50	54.54
01-371-958.000	MEMBERSHIP & DUES	700.00	657.10	0.00	42.90	93.87
01-371-958.001	TRAINING & SEMINARS	500.00	100.00	0.00	400.00	20.00
01-371-960.000	EDUCATION-TRAINING	0.00	0.00	0.00	0.00	0.00
01-371-977.000	EQUIPMENT	0.00	0.00	0.00	0.00	0.00
otal Dept 371 - BUILDING INSPECTIONS		751,426.00	540,393.72	46,030.93	211,032.28	71.92
ept 441 - PUBLIC WORKS-ADMIN						
01-441-702.000	SALARIES & WAGES	38,668.00	21,348.39	1,559.95	17,319.61	55.21
01-441-715.000	SOCIAL SECURITY	2,958.00	1,522.97	112.03	1,435.03	51.49
01-441-717.000	RETIREE HEALTH CARE & LIFE INS	720.00	540.00	59.99	180.00	75.00
01-441-722.000	RETIREMENT	6,635.00	4,885.93	524.77	1,749.07	73.64
01-441-722.100	MEDICARE REIMBURSEMENT	350.00	214.00	24.08	136.00	61.14
01-441-757.000	OPERATING SUPPLIES	11,000.00	10,645.74	484.32	354.26	96.78
01-441-818.000	CONTRACTUAL SERVICES	39,100.00	12,007.12	437.94	27,092.88	30.71
01-441-835.100	PRE-EMPLOYMENT TESTING	3,500.00	1,598.32	176.00	1,901.68	45.67
01-441-851.000	RADIO MAINTENANCE	0.00	0.00	0.00	0.00	0.00
01-441-930.000	EQUIPMENT MAINT & REPAIR	29,834.06	19,212.05	412.40	10,622.01	64.40
01-441-958.000	MEMBERSHIP & DUES	1,100.00	200.00	0.00	900.00	18.18
otal Dept 441 - PUBLIC WORKS-ADMIN		133,865.06	72,174.52	3,791.48	61,690.54	53.92
ept 463 - ROUTINE MAINTENANCE						
01-463-702.000	SALARIES & WAGES	241,471.00	150,314.02	9,259.01	91,156.98	62.25
01-463-709.000	OVERTIME	27,500.00	19,431.72	113.60	8,068.28	70.66
01-463-715.000	SOCIAL SECURITY	20,576.00	12,288.30	677.00	8,287.70	59.72
01-463-717.000	RETIREE HEALTH CARE & LIFE INS	7,200.00	4,299.67	255.41	2,900.33	59.72
01-463-722.000	RETIREMENT	74,587.00	49,665.55	3,152.93	24,921.45	66.59
otal Dept 463 - ROUTINE MAINTENANCE		371,334.00	235,999.26	13,457.95	135,334.74	63.55
ept 523 - FORESTRY SERVICES						
01-523-702.000	SALARIES & WAGES	154,749.00	101,117.84	12,808.05	53,631.16	65.34
01-523-709.000	OVERTIME	4,000.00	2,387.73	0.00	1,612.27	59.69
01-523-715.000	SOCIAL SECURITY	12,144.00	7,541.39	932.77	4,602.61	62.10
01-523-717.000	RETIREE HEALTH CARE & LIFE INS	3,600.00	3,296.46	359.63	303.54	91.57
01-523-722.000	RETIREMENT	52,394.00	34,819.38	4,308.64	17,574.62	66.46
01-523-757.000	OPERATING SUPPLIES	6,500.00	1,216.31	720.51	5,283.69	18.71
01-523-818.000	CONTRACTUAL SERVICES	40,000.00	15,875.00	0.00	24,125.00	39.69
otal Dept 523 - FORESTRY SERVICES		273,387.00	166,254.11	19,129.60	107,132.89	60.81
ept 531 - PUB WKS-FRINGE						
01-531-703.000	BS&A MOCK SALARY EXPENSE	0.00	0.00	0.00	0.00	0.00

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PERIOD ENDING 03/31/2023

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

L NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2023	MONTH 03/31/2023	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
01-531-710.999	SICK/VAC PAY	12,000.00	4,095.59	3,065.44	7,904.41	34.13
01-531-711.000	LONGEVITY/COLA	4,300.00	4,300.00	0.00	0.00	100.00
01-531-715.000	SOCIAL SECURITY	1,247.00	1,030.46	187.60	216.54	82.64
01-531-717.000	RETIREE HEALTH CARE & LIFE INS	22,500.00	15,037.48	1,365.81	7,462.52	66.83
01-531-718.000	H.S.A.	16,500.00	16,713.00	0.00	(213.00)	101.29
01-531-719.000	HOSP/DENTAL/OPTICAL	133,235.00	106,507.38	9,863.26	26,727.62	79.94
01-531-720.000	LIFE & LTD INSURANCE	2,662.00	1,297.11	127.47	1,364.89	48.73
01-531-721.000	WORKERS COMP	8,738.00	8,738.00	0.00	0.00	100.00
01-531-722.000	RETIREMENT	0.00	1,446.52	0.00	(1,446.52)	100.00
01-531-722.100	MEDICARE REIMBURSEMENT	1,200.00	653.29	73.52	546.71	54.44
01-531-723.000	SUPPLEMENTAL ANNUITY	56,972.00	56,972.00	0.00	0.00	100.00
01-531-725.000	CLOTHING/UNIFORM ALLOWANCE	10,500.00	7,532.51	190.79	2,967.49	71.74
01-531-725.200	MESC INSURANCE	0.00	0.00	0.00	0.00	0.00
01-531-960.000	EDUCATION-TRAINING	5,100.00	0.00	0.00	5,100.00	0.00
Total Dept 531 - PUB WKS-FRINGE		274,954.00	224,323.34	14,873.89	50,630.66	81.59
Dept 594 - OVERHEAD						
01-594-728.000	OFFICE SUPPLIES	2,500.00	290.56	32.07	2,209.44	11.62
01-594-818.000	CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00
01-594-921.000	UTILITIES	75,000.00	53,207.22	7,293.85	21,792.78	70.94
01-594-926.000	MUN. STREET LGHT	540,000.00	359,257.04	45,962.60	180,742.96	66.53
01-594-955.000	INSURANCE	20,676.00	18,884.02	18,884.02	1,791.98	91.33
Total Dept 594 - OVERHEAD		638,176.00	431,638.84	72,172.54	206,537.16	67.64
Dept 752 - PARKS & REC-ADMIN						
01-752-702.000	SALARIES & WAGES	8,913.00	6,327.20	679.09	2,585.80	70.99
01-752-715.000	SOCIAL SECURITY	682.00	460.44	49.42	221.56	67.51
01-752-717.000	RETIREE HEALTH CARE & LIFE INS	0.00	0.00	0.00	0.00	0.00
01-752-722.000	RETIREMENT	2,998.00	2,128.18	228.44	869.82	70.99
01-752-722.100	MEDICARE REIMBURSEMENT	275.00	168.95	19.01	106.05	61.44
01-752-757.000	OPERATING SUPPLIES	1,000.00	0.00	0.00	1,000.00	0.00
01-752-958.000	MEMBERSHIP & DUES	5,225.00	3,862.42	1,457.42	1,362.58	73.92
Total Dept 752 - PARKS & REC-ADMIN		19,093.00	12,947.19	2,433.38	6,145.81	67.81
Dept 774 - LFP EXPENDITURES						
01-774-702.000	SALARIES & WAGES	110,944.00	83,930.66	7,861.31	27,013.34	75.65
01-774-702.801	P & R WAGES PART-TIME UNION	139,157.00	92,439.29	11,532.25	46,717.71	66.43
01-774-702.802	P & R WAGES P/T GATE & OFFICE	106,317.00	63,815.29	6,877.91	42,501.71	60.02
01-774-702.803	P & R P/T - ACTIVITIES BLDG	80,279.00	32,920.45	3,304.15	47,358.55	41.01
01-774-702.804	P & R WAGES SEASON -MGT	44,567.00	35,372.54	0.00	9,194.46	79.37
01-774-702.805	P & R WAGES SEASON - LIFEGUARD	148,819.00	110,243.30	0.00	38,575.70	74.08
01-774-702.806	P & R WAGES SEASON INSTRUCT-CO	48,918.00	21,103.63	206.25	27,814.37	43.14
01-774-702.807	P & R WAGES SEASON BH & BRIDGE	0.00	0.00	0.00	0.00	0.00
01-774-702.808	WAGES- SEASONAL MAINTENANCE	46,242.00	28,419.03	888.00	17,822.97	61.46
01-774-702.809	WAGES- SEASONAL OFFICE	5,550.00	1,187.57	0.00	4,362.43	21.4
01-774-702.811	P & R WAGES SPECIAL EVENT ASST	5,374.00	8,058.43	0.00	(2,684.43)	149.9
01-774-702.812	P & R WAGES- WATERSLIDE ATTENDANTS	0.00	0.00	0.00	0.00	0.0

PERIOD ENDING 03/31/2023

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGDGT USED
		AMENDED BUDGET	03/31/2023 (NORMAL (ABNORMAL))	MONTH 03/31/2023 (INCREASE (DECREASE))	BALANCE (NORMAL (ABNORMAL))	
Fund 101 - GENERAL FUND						
Expenditures						
101-774-709.000	OVERTIME-LFP-DPW	2,460.00	14,748.61	1,081.60	(12,288.61)	599.54
101-774-715.000	SOCIAL SECURITY	56,505.00	37,489.99	2,410.98	19,015.01	66.35
101-774-717.000	RETIREE HEALTH CARE & LIFE INS	1,800.00	1,635.56	150.00	164.44	90.86
101-774-722.000	RETIREMENT	29,679.00	25,758.04	2,540.81	3,920.96	86.79
101-774-722.100	MEDICARE REIMBURSEMENT	2,500.00	1,520.54	171.12	979.46	60.82
101-774-757.000	OPERATING SUPPLY-ACTIVITY BLDG	8,950.00	5,028.58	1,377.77	3,921.42	56.19
101-774-757.101	OPER SUPP-CONCESSION STAND	2,500.00	176.34	0.00	2,323.66	7.05
101-774-757.102	OPER SUPPLY- LANDSCAPE	32,350.00	16,320.13	3,330.64	16,029.87	50.45
101-774-757.103	OPER SUPPLY - LIFEGUARD	11,250.00	3,483.52	193.82	7,766.48	30.96
101-774-757.104	OPER SUPPLY - POOL MAINT	21,510.00	5,652.72	202.62	15,857.28	26.28
101-774-757.105	OPER SUPPLY-POOL CHEMICAL	52,595.00	24,861.39	0.00	27,733.61	47.27
101-774-757.106	OPER SUPPLY-JANITOR SUPPLIES	16,850.00	13,693.65	1,706.46	3,156.35	81.27
101-774-757.107	OPER SUPPLY-MISC	5,900.00	1,989.66	0.00	3,910.34	33.72
101-774-757.108	OPER SUPPLY - MINI GOLF	0.00	0.00	0.00	0.00	0.00
101-774-757.109	SWIM TEAM MERCHANDISE	0.00	1,295.00	0.00	(1,295.00)	100.00
101-774-757.110	LFP VENDING EXPENSES	0.00	0.00	0.00	0.00	0.00
101-774-818.000	CONTRACTUAL SERVICES-ACT BLDG	6,200.00	5,921.92	64.99	278.08	95.51
101-774-818.101	CONTRACT SVCS-CONSESSIONS	1,100.00	0.00	0.00	1,100.00	0.00
101-774-818.102	CONTRACT SVSC-PK MAINT	60,000.00	11,279.13	1,721.00	48,720.87	18.80
101-774-818.103	CONTRACT SVCS-POOL MAINT	28,000.00	9,562.00	135.00	18,438.00	34.15
101-774-818.104	CONTRACT SVCS-BATH HOUSE	30,555.00	13,440.20	0.00	17,114.80	43.99
101-774-818.105	CONTRACT SVCS-SWIM TEAM	11,225.00	6,609.89	0.00	4,615.11	58.89
101-774-818.106	CONTRACT SVCS-RED CROSS	5,400.00	1,372.66	0.00	4,027.34	25.42
101-774-818.107	CONTRACT SVCS-TENNIS	9,320.00	7,760.00	0.00	1,560.00	83.26
101-774-818.108	CONTRACT SVC-ENRICHMENT	0.00	0.00	0.00	0.00	0.00
101-774-818.109	CONTRACT SVCS-ADULT CLASSES	800.00	0.00	0.00	800.00	0.00
101-774-818.110	CONTRACT SVCS-MISC	14,000.00	2,221.50	0.00	11,778.50	15.87
101-774-921.000	UTILITIES	150,000.00	91,703.50	6,586.21	58,296.50	61.14
101-774-930.000	EQUIPMENT MAINT & REPAIR	0.00	0.00	0.00	0.00	0.00
101-774-931.000	MISC PARK/POOL REPAIR	30,000.00	10,640.80	0.00	19,359.20	35.47
101-774-955.100	PROPERTY TAXES	90,700.00	87,592.64	0.00	3,107.36	96.57
101-774-972.000	MINOR EQUIPMENT	42,546.00	8,576.00	0.00	33,970.00	20.16
101-774-977.000	EQUIPMENT	21,500.00	0.00	0.00	21,500.00	0.00
101-774-977.100	RADIO SYSTEM	0.00	0.00	0.00	0.00	0.00
Total Dept 774 - LFP EXPENDITURES		1,482,362.00	887,824.16	52,342.89	594,537.84	59.89
Dept 775 - CITY PARKS						
101-775-702.000	SALARIES & WAGES	22,770.00	21,833.86	144.09	936.14	95.89
101-775-709.000	OVERTIME - LFP	3,000.00	4,272.76	0.00	(1,272.76)	142.43
101-775-709.200	OVERTIME - DPW @ P&R	0.00	0.00	0.00	0.00	0.00
101-775-715.000	SOCIAL SECURITY	1,971.00	1,885.19	10.18	85.81	95.65
101-775-717.000	RETIREE HEALTH CARE & LIFE INS	720.00	428.21	0.00	291.79	59.47
101-775-722.000	RETIREMENT	7,660.00	8,782.22	48.46	(1,122.22)	114.65
101-775-722.100	MEDICARE REIMBURSEMENT	275.00	152.05	17.11	122.95	55.29
101-775-757.000	OPERATING SUPPLIES	28,159.00	21,498.30	0.00	6,660.70	76.35
101-775-818.000	CONTRACTUAL SERVICES	22,093.46	11,343.70	737.94	10,749.76	51.34
101-775-921.000	UTILITIES	3,000.00	2,566.25	492.03	433.75	85.54
Total Dept 775 - CITY PARKS		89,648.46	72,762.54	1,449.81	16,885.92	81

PERIOD ENDING 03/31/2023

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

L NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2023 NORMAL (ABNORMAL)	MONTH 03/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
und 101 - GENERAL FUND						
xpenditures						
ept 780 - COMMUNITY CENTER						
01-780-702.000	SALARIES & WAGES	77,042.00	50,286.26	5,132.96	26,755.74	65.27
01-780-715.000	SOCIAL SECURITY	5,894.00	3,846.89	392.67	2,047.11	65.27
01-780-721.000	WORKERS COMP	4,500.00	4,500.00	0.00	0.00	100.00
01-780-757.000	OPERATING SUPPLIES	10,950.00	6,786.29	368.51	4,163.71	61.98
01-780-818.000	CONTRACTUAL SERVICES	32,980.00	26,219.01	1,715.00	6,760.99	79.50
01-780-880.000	COMMUNITY RELATIONS	35,120.00	28,399.36	1,948.95	6,720.64	80.86
01-780-880.603	SENIOR PROGRAMS	47,684.00	21,919.50	334.14	25,764.50	45.97
01-780-921.000	UTILITIES	15,000.00	15,180.10	2,023.13	(180.10)	101.20
01-780-930.000	EQUIPMENT MAINT & REPAIR	5,000.00	424.00	0.00	4,576.00	8.48
01-780-958.000	MEMBERSHIP & DUES	1,050.00	0.00	0.00	1,050.00	0.00
01-780-958.001	TRAINING & SEMINARS	0.00	0.00	0.00	0.00	0.00
01-780-972.000	MINOR EQUIPMENT	0.00	0.00	0.00	0.00	0.00
01-780-977.000	EQUIPMENT	0.00	0.00	0.00	0.00	0.00
otal Dept 780 - COMMUNITY CENTER		235,220.00	157,561.41	11,915.36	77,658.59	66.98
ept 795 - PARKS & REC FRINGE						
01-795-703.000	BS&A MOCK SALARY EXPENSE	0.00	0.00	0.00	0.00	0.00
01-795-710.999	SICK/VAC PAY	2,500.00	0.00	0.00	2,500.00	0.00
01-795-715.000	SOCIAL SECURITY	191.00	229.50	0.00	(38.50)	120.16
01-795-717.000	RETIREE HEALTH CARE & LIFE INS	58,900.00	40,655.86	3,696.47	18,244.14	69.03
01-795-718.000	H.S.A.	1,800.00	1,800.00	0.00	0.00	100.00
01-795-719.000	HOSP/DENTAL/OPTICAL	16,239.00	14,427.81	1,120.63	1,811.19	88.85
01-795-720.000	LIFE & LTD INSURANCE	1,464.00	696.15	99.14	767.85	47.55
01-795-721.000	WORKERS COMP	10,050.00	10,050.00	0.00	0.00	100.00
01-795-723.000	SUPPLEMENTAL ANNUITY	13,550.00	13,550.00	0.00	0.00	100.00
01-795-725.200	MESC INSURANCE	0.00	0.00	0.00	0.00	0.00
otal Dept 795 - PARKS & REC FRINGE		104,694.00	81,409.32	4,916.24	23,284.68	77.76
ept 799 - OVERHEAD						
01-799-955.000	INSURANCE	9,464.00	8,643.76	8,643.76	820.24	91.33
otal Dept 799 - OVERHEAD		9,464.00	8,643.76	8,643.76	820.24	91.33
ept 967 - TRANSFERS OUT ADMIN.						
01-967-995.203	TRANSFER TO LOCAL ROAD	0.00	0.00	0.00	0.00	0.00
01-967-995.226	TRANSFER TO SOLID WASTE	0.00	0.00	0.00	0.00	0.00
01-967-995.245	TRANSFER TO GRANT FUND	0.00	0.00	0.00	0.00	0.00
01-967-995.260	TRF TO SOM MIDC GRANT	3,175.49	3,175.49	0.00	0.00	100.00
01-967-995.304	TRF TO ROAD BOND FUND FUND	0.00	0.00	0.00	0.00	0.00
01-967-995.307	TRANSFER TO CAP IMPROVEMENT DEBT	220,238.00	220,238.00	0.00	0.00	100.00
01-967-995.420	TRF TO CAPITAL IMPROVEMENT	0.00	0.00	0.00	0.00	0.00
01-967-995.661	TRF TO MOTOR VEHICLE	10,000.00	10,000.00	0.00	0.00	100.00
01-967-995.677	TRANSFER TO WORKER'S COMP	0.00	0.00	0.00	0.00	0.00
01-967-995.731	TRANSFERS TO PENSION FUND	0.00	0.00	0.00	0.00	0.00
01-967-995.737	TRANSFER TO OPEB	200,000.00	200,000.00	0.00	0.00	100.00
otal Dept 967 - TRANSFERS OUT ADMIN.		433,413.49	433,413.49	0.00	0.00	100.00

User: sschmidt

PERIOD ENDING 03/31/2023

DB: Gpw

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2023 NORMAL (ABNORMAL)	MONTH 03/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
Dept 968 - TRANSFER OUT DPS						
101-968-995.261	TRF TO 911 FUND	0.00	0.00	0.00	0.00	0.00
101-968-995.401	TRF TO MUNICIPAL IMPROVEMENT	81,896.30	81,896.30	0.00	0.00	100.00
101-968-995.420	TRF TO CAPITAL IMPROVEMENT	0.00	0.00	0.00	0.00	0.00
101-968-995.661	TRF TO MOTOR VEHICLE	138,245.45	138,245.45	6,345.45	0.00	100.00
Total Dept 968 - TRANSFER OUT DPS		220,141.75	220,141.75	6,345.45	0.00	100.00
Dept 969 - TRANSFER OUT DPW						
101-969-995.202	TRANSF TO MAJ ST FD	0.00	0.00	0.00	0.00	0.00
101-969-995.203	TRANSF TO LOC ST FD	400,000.00	400,000.00	0.00	0.00	100.00
101-969-995.261	TRF TO 911 FUND	0.00	0.00	0.00	0.00	0.00
101-969-995.401	TRF TO MUNICIPAL IMPROVEMENT	14,000.00	14,000.00	0.00	0.00	100.00
101-969-995.420	TRF TO CAPITAL IMPROVEMENT	0.00	0.00	0.00	0.00	0.00
101-969-995.585	TRANS TO PARKING	0.00	0.00	0.00	0.00	0.00
101-969-995.661	TRF TO MOTOR VEHICLE	150,000.00	150,000.00	0.00	0.00	100.00
Total Dept 969 - TRANSFER OUT DPW		564,000.00	564,000.00	0.00	0.00	100.00
Dept 970 - TRANSFERS OUT PARKS/RECR.						
101-970-995.401	TRF TO MUNICIPAL IMPROVEMENT	382,800.00	382,800.00	0.00	0.00	100.00
101-970-995.661	TRF TO MOTOR VEHICLE	15,000.00	15,000.00	0.00	0.00	100.00
Total Dept 970 - TRANSFERS OUT PARKS/RECR.		397,800.00	397,800.00	0.00	0.00	100.00
TOTAL EXPENDITURES		16,382,302.76	11,304,716.48	989,935.22	5,077,586.28	69.01
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		16,382,301.76	15,139,039.90	153,636.88	1,243,261.86	92.41
TOTAL EXPENDITURES		16,382,302.76	11,304,716.48	989,935.22	5,077,586.28	69.01
NET OF REVENUES & EXPENDITURES		(1.00)	3,834,323.42	(836,298.34)	(3,834,324.42)	383,432,

REVENUE AND EXPENDITURE REPORT FOR CITY OF GROSSE POINTE WOODS

PERIOD ENDING 03/31/2023

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

L NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 03/31/2023 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/23 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	YTD BALANCE 03/31/2022 NORM (ABNORM)	% BGD USED	PREV YEAR % BGD USED
und 101 - GENERAL FUND								
000		16,302,301.76	15,059,039.90	153,636.88	1,243,261.86	12,598,368.25	92.37	83.67
931 -	TRANSFER IN	80,000.00	80,000.00	0.00	0.00	92,035.00	100.00	88.35
TOTAL REVENUES		16,382,301.76	15,139,039.90	153,636.88	1,243,261.86	12,690,403.25	92.41	83.70
101 -	CITY COUNCIL	70,444.00	38,216.63	2,220.30	32,227.37	29,025.57	54.25	42.20
105 -	COMMISSIONS	20,847.00	10,471.44	0.00	10,375.56	2,047.62	50.23	9.43
172 -	ADMINISTRATION	365,193.00	241,963.50	21,027.55	123,229.50	229,688.73	66.26	74.71
193 -	CITY COMPROLLER	494,672.00	328,008.95	27,630.75	166,663.05	321,715.59	66.31	68.85
209 -	ADMIN-FRINGE BENEFITS	249,800.00	171,214.58	15,587.02	78,585.42	188,267.97	68.54	80.56
211 -	OVERHEAD	137,019.00	71,996.08	29,357.72	65,022.92	81,825.74	52.54	59.72
215 -	CITY CLERK/ELECTIONS	477,542.00	315,036.63	23,204.96	162,505.37	340,537.95	65.97	83.34
228 -	MIS	494,394.00	327,149.12	25,856.60	167,244.88	351,245.99	66.17	67.09
229 -	MIS FRINGE BENEFITS	38,715.00	32,787.12	2,731.45	5,927.88	22,915.07	84.69	62.69
257 -	CITY ASSESSOR	121,444.00	77,066.26	7,774.98	44,377.74	66,611.62	63.46	56.86
265 -	CITY HALL & GROUNDS	279,133.00	170,799.98	20,882.32	108,333.02	131,618.15	61.19	47.10
266 -	CITY ATTORNEY	274,000.00	100,100.00	7,561.21	173,900.00	162,266.90	36.53	70.70
286 -	COURT EXPENDITURES	482,960.00	288,266.25	23,301.68	194,693.75	264,037.51	59.69	57.78
305 -	PUB SAF-ADMIN	355,123.00	235,272.26	36,305.75	119,850.74	184,509.59	66.25	46.27
310 -	POLICE SERVICES	4,391,916.00	2,913,325.41	315,836.36	1,478,590.59	2,834,025.93	66.33	68.80
326 -	SUPPORT SERVICES	175,308.00	98,183.74	13,347.35	77,124.26	104,977.26	56.01	60.57
339 -	FIRE SERV/SAFETY INS	57,832.00	17,055.41	765.00	40,776.59	29,074.67	29.49	71.59
345 -	PUB-SAF FRINGES	1,719,678.00	1,237,357.05	114,496.23	482,320.95	1,210,655.90	71.95	77.65
349 -	OVERHEAD	177,304.00	123,158.66	44,544.71	54,145.34	119,680.10	69.46	67.27
371 -	BUILDING INSPECTIONS	751,426.00	540,393.72	46,030.93	211,032.28	464,451.04	71.92	72.07
441 -	PUBLIC WORKS-ADMIN	133,865.06	72,174.52	3,791.48	61,690.54	68,103.02	53.92	48.93
463 -	ROUTINE MAINTENANCE	371,334.00	235,999.26	13,457.95	135,334.74	98,051.92	63.55	25.94
523 -	FORESTRY SERVICES	273,387.00	166,254.11	19,129.60	107,132.89	145,440.18	60.81	55.90
531 -	PUB WKS-FRINGE	274,954.00	224,323.34	14,873.89	50,630.66	253,216.53	81.59	85.76
594 -	OVERHEAD	638,176.00	431,638.84	72,172.54	206,537.16	425,534.60	67.64	67.74
752 -	PARKS & REC-ADMIN	19,093.00	12,947.19	2,433.38	6,145.81	9,827.11	67.81	59.10
774 -	LFP EXPENDITURES	1,482,362.00	887,824.16	52,342.89	594,537.84	836,654.15	59.89	50.76
775 -	CITY PARKS	89,648.46	72,762.54	1,449.81	16,885.92	45,907.98	81.16	67.54
780 -	COMMUNITY CENTER	235,220.00	157,561.41	11,915.36	77,658.59	154,845.58	66.98	49.79
795 -	PARKS & REC FRINGE	104,694.00	81,409.32	4,916.24	23,284.68	77,711.58	77.76	82.63
799 -	OVERHEAD	9,464.00	8,643.76	8,643.76	820.24	9,463.22	91.33	100.00
967 -	TRANSFERS OUT ADMIN.	433,413.49	433,413.49	0.00	0.00	435,511.00	100.00	100.00
968 -	TRANSFER OUT DPS	220,141.75	220,141.75	6,345.45	0.00	305,859.00	100.00	100.00
969 -	TRANSFER OUT DPW	564,000.00	564,000.00	0.00	0.00	155,000.00	100.00	100.00
970 -	TRANSFERS OUT PARKS/RECR.	397,800.00	397,800.00	0.00	0.00	15,000.00	100.00	100.00
TOTAL EXPENDITURES		16,382,302.76	11,304,716.48	989,935.22	5,077,586.28	10,175,304.77	69.01	67.12
und 101 - GENERAL FUND:								
TOTAL REVENUES		16,382,301.76	15,139,039.90	153,636.88	1,243,261.86	12,690,403.25	92.41	83.70
TOTAL EXPENDITURES		16,382,302.76	11,304,716.48	989,935.22	5,077,586.28	10,175,304.77	69.01	67.12
NET OF REVENUES & EXPENDITURES		(1.00)	3,834,323.42	(836,298.34)	(3,834,324.42)	2,515,098.48	383,432,	100.00

**MONTHLY FINANCIAL REPORT
GROSSE POINTE WOODS MUNICIPAL COURT**

TO: City Administrator Frank Shulte
Municipal Judge Theodore A. Metry

FROM: Court Clerk Beth Miro

RE: Court Revenue and activity for March 2023

COURT REVENUES:	Mar-22	Mar-23	Monthly Variance	Fiscal Year to Date 21/22	Fiscal Year to Date 22/23	Fiscal Year to Date Variance
Total Parking	\$8,411.00	\$18,461.00	\$10,050.00	\$82,902.40	\$126,001.00	\$43,098.60
Overpayment	\$17.00	\$160.00	\$143.00	\$615.75	\$547.00	-\$68.75
OUIL Reimbursement	\$116.00	\$267.03	\$151.03	\$3,653.00	\$1,476.98	-\$2,176.02
Cost To Compel	\$1,420.44	\$3,143.00	\$1,722.56	\$8,743.44	\$10,891.44	\$2,148.00
Total Court Costs	\$3,108.00	\$3,699.00	\$591.00	\$20,714.10	\$13,318.50	-\$7,395.60
Penal Fine-Library Fund	\$458.00	\$170.00	-\$288.00	\$1,555.50	\$1,726.50	\$171.00
Total Moving	\$12,191.55	\$18,722.30	\$6,530.75	\$105,342.36	\$105,380.54	\$38.18
Court Appt Atty Reimbursement	\$200.00	\$164.89	-\$35.11	\$700.00	\$294.89	-\$405.11
Miscellaneous	\$183.00	\$631.00	\$448.00	\$6,204.50	\$7,638.50	\$1,434.00
Total Probation	\$1,040.00	\$1,210.00	\$170.00	\$7,676.25	\$7,417.00	-\$259.25
TOTAL	\$27,144.99	\$46,628.22	\$19,483.23	\$238,107.30	\$274,692.35	\$36,585.05

**DEPARTMENT OF PUBLIC WORKS
MARCH, 2023
MAINTENANCE REPORT**

SUBJECT	TASK	TOTAL HOURS
Building & Grounds	Torrey Rd Pump Station	132
	Bags to City Hall	16
	City Hall/Public Safety/Community Center/Court	404
	Cook School	16
	Electrical	
	DPW	258
	Miscellaneous	
Equipment & Garage	Service Equipment	280
	Parts Chaser	40
	Clean/Paint	
	Miscellaneous	96
Forestry	Trimmed/Elevated/Removed	
	Stumps/Clean Up	
	Wind Storm Damage Clean Up	
	Trees Planted	
	Miscellaneous	496
Street Maintenance	Cut Grass	
	Flowers/Flower Beds/Shrubs	
	Leaf Loads:	Hrs.
	Clean Islands/Parking Lots	
	Asphalt Patch - Cold	164
	Street Sweeping Miles: 101	Hrs. 56
	Street Paint	
	Repair Sod Damage/Square for Sod	
	Spray Weeds	
	Wood Chipping	
	Edging	
	Concrete	
	Christmas Lights	
	Snow Plowing: Miles:	Hrs.
	Sidewalk Plow Hours	
	Street Salting	Hrs. 32
	City Hall/ School Crossings	8
	Sidewalk Inspections	
	Clear Parking Meter/Hydrants	
	Miscellaneous	64
Elections	Set Up/Tear Down	
Signs	New Signs- New Posts-Repairs	96
Wtr/Wtr Transmission	Meters: Service/Sprinkler System/Shut Offs	
	Fire Hydrant Service/Repair	
	Water Main Break	
	Water Service Line	
	Water Service Line Inspection hrs	13

	Stop Box	
	Reservoir	
	Miscellaneous / Miss Dig	356
Sewers/Catch Basins	Sewer Repairs/Sinkholes/Drain Tap/Catch Basins	64
	Manholes: Locate/Expose/Raise	
	Sewer Jetting	256
	Vac-All Basins	
	Miscellaneous	
Parking Meters	Collect Coins	80
	Repairs	88
	Miscellaneous	
Parks & Recreation	Lake Front Park	
	Other City Parks	64
	Ice Rinks	
	Miscellaneous	
	Total Hours for	3,079

**CITY OF GROSSE POINTE WOODS-DEPT OF PUBLIC WORKS
MONTHLY REPORT - WATER MAINS ONLY**

DATE - MARCH, 2023

MAN HOURS - DPW

TOTAL NUMBER REGULAR HOURS
TOTAL NUMBER OVERTIME HOURS
TOTAL NUMBER DOUBLETIME HOURS

32
26

TOTAL COST OF REGULAR HOURS
TOTAL COST OF OVERTIME HOURS
TOTAL COST OF DOUBLETIME HOURS

\$1,237.60
\$1,049.48

MATERIALS

TOTAL COST OF MATERIALS

\$819.00

EQUIPMENT HOURS

TOTAL NUMBER OF HOURS

10

TOTAL COST OF EQUIPMENT

\$2,892.00

TOTAL COST OF REPAIRS FOR THE MONTH

TOTAL COST OF REPAIRS

\$5,998.08

NUMBER OF WATER MAIN BREAKS

1

Balance Register

04/06/2023 09:20 AM

Summary - Registrations (Courses)

Title	Revenue Acct#	Revenue	Void / CC Refunds	Total
Fitness Classes				
Community Center	101.000.653.310	\$84.00	\$0.00	\$84.00
Totals For Fitness Classes		\$84.00	\$0.00	\$84.00
Senior Programs				
Class	101.000.653.340	\$104.00	\$0.00	\$104.00
Movies	101.000.653.340	\$617.00	(\$39.00)	\$578.00
Trips	101.000.653.350	\$885.00	(\$25.00)	\$860.00
Totals For Senior Programs		\$1,606.00	(\$64.00)	\$1,542.00
Special Events				
Lake Front Park	101.000.653.100	\$144.00	\$0.00	\$144.00
Totals For Special Events		\$144.00	\$0.00	\$144.00
Grand Totals		\$1,834.00	(\$64.00)	\$1,770.00

Balance Register

Summary - Memberships

Item	Revenue Acct#	New Revenue	Renew Revenue	Void / CC Refund	Total	# Of New	# Of Renew
2023-2025 Park Pass Family	101.000.683.000	\$0.00	\$0.00	\$0.00	\$0.00	424	0
Boat Launch Season Pass Single	594-000-653.000	\$0.00	\$160.00	\$0.00	\$160.00	0	2
Caregiver Pass Family	101.000.642.020	\$110.00	\$60.00	\$0.00	\$170.00	11	6
Dog Boater Pass Single	101.000.642.020	\$0.00	\$0.00	\$0.00	\$0.00	1	2
Dog Park Pass Single	101.000.642.020	\$80.00	\$220.00	\$0.00	\$300.00	5	11
Fitness Class Single	101.000.653.310	\$249.00	\$2,459.00	\$0.00	\$2,708.00	7	72
Grand Totals		\$439.00	\$2,899.00	\$0.00	\$3,338.00	448	93

Balance Register

Summary - Merchandise Sales

Description	Revenue Acct#	Qty Sold	Qty Refunded	Revenue	Void / CC Refund	Total
Egg Stroll Non-resident - Saturday, April 1	101.000.653.100	14	0	\$136.00	\$0.00	\$136.00
Reprint card fee	101.000.642.020	121	0	\$0.00	\$0.00	\$0.00
Grand Totals				\$136.00	\$0.00	\$136.00

Balance Register

Summary - Facility Rentals

Title	Revenue Acct#	Revenue	Void / CC Refund	Total
Optional Rates				
Serving alcohol	101.000.646.000	\$200.00	\$0.00	\$200.00
Totals For Optional Rates		\$200.00	\$0.00	\$200.00
Room Rates				
All Rooms	101.000.646.000	\$920.00	\$0.00	\$920.00
Cook School House	101.000.646.000	\$1,215.00	\$0.00	\$1,215.00
Garden Room	101.000.646.000	\$450.00	\$0.00	\$450.00
Gazebo	101.000.653.400	\$300.00	\$0.00	\$300.00
Park Room	101.000.646.000	\$675.00	\$0.00	\$675.00
Pavillion	101.000.653.410	\$2,550.00	\$0.00	\$2,550.00
Totals For Room Rates		\$6,110.00	\$0.00	\$6,110.00
Security Deposits				
Security Deposit-CC	101.000.295.000	\$3,400.00	\$0.00	\$3,400.00
Totals For Security Deposits		\$3,400.00	\$0.00	\$3,400.00
Grand Total		\$9,710.00	\$0.00	\$9,710.00

Balance Register

Summary - Area Rentals

Title	Revenue Acct#	Revenue	Void / CC Refund	Total
Dock Rentals				
Boat Rack	594.000.651.002	\$2,302.00	(\$142.00)	\$2,160.00
Category 1	594.000.651.002	\$1,536.00	\$0.00	\$1,536.00
Category 2	594.000.651.002	\$5,339.00	\$0.00	\$5,339.00
Category 3	594.000.651.002	\$15,551.00	\$0.00	\$15,551.00
Dry Dock	594.000.651.002	\$804.00	\$0.00	\$804.00
Floating Dock	594.000.651.002	\$1,995.00	\$0.00	\$1,995.00
Sailboat Lane - Cat. 1	594.000.651.002	\$512.00	\$0.00	\$512.00
Sailboat Lane - Cat. 2	594.000.651.002	\$1,124.00	(\$70.00)	\$1,054.00
Sailboat Lane - Cat. 3	594.000.651.002	\$7,713.00	\$0.00	\$7,713.00
Totals For Dock Rentals		\$36,876.00	(\$212.00)	\$36,664.00
Grand Total		\$36,876.00	(\$212.00)	\$36,664.00

Balance Register

Revenue Account Summary

Revenue Account#	Revenue	Void / CC Refund	Receipt Total	Cash	Check	Cash & Check Total	Credit Card	ACH	Acct Credit	Other
101.000.295.000	\$3,400.00	\$0.00	\$3,400.00	\$600.00	\$1,800.00	\$2,400.00	\$1,000.00	\$0.00	\$0.00	\$0.00
101.000.642.020	\$470.00	\$0.00	\$470.00	\$270.00	\$20.00	\$290.00	\$180.00	\$0.00	\$0.00	\$0.00
101.000.646.000	\$3,460.00	\$0.00	\$3,460.00	\$625.00	\$2,035.00	\$2,660.00	\$800.00	\$0.00	\$0.00	\$0.00
101.000.653.100	\$280.00	\$0.00	\$280.00	\$114.00	\$28.00	\$142.00	\$138.00	\$0.00	\$0.00	\$0.00
101.000.653.310	\$2,792.00	\$0.00	\$2,792.00	\$1,331.00	\$1,213.00	\$2,544.00	\$222.00	\$0.00	\$26.00	\$0.00
101.000.653.340	\$721.00	(\$39.00)	\$682.00	\$305.00	\$207.00	\$512.00	\$198.00	\$0.00	(\$28.00)	\$0.00
101.000.653.350	\$885.00	(\$25.00)	\$860.00	\$220.00	\$320.00	\$540.00	\$320.00	\$0.00	\$0.00	\$0.00
101.000.653.400	\$300.00	\$0.00	\$300.00	\$0.00	\$250.00	\$250.00	\$50.00	\$0.00	\$0.00	\$0.00
101.000.653.410	\$2,550.00	\$0.00	\$2,550.00	\$500.00	\$1,900.00	\$2,400.00	\$150.00	\$0.00	\$0.00	\$0.00
101.000.683.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
594.000.651.002	\$36,876.00	(\$212.00)	\$36,664.00	\$1,970.00	\$30,520.00	\$32,490.00	\$4,174.00	\$0.00	\$0.00	\$0.00
594-000-653.000	\$160.00	\$0.00	\$160.00	\$80.00	\$80.00	\$160.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Totals	\$51,894.00	(\$276.00)	\$51,618.00	\$6,015.00	\$38,373.00	\$44,388.00	\$7,232.00	\$0.00	(\$2.00)	\$0.00

Refunds - Check Request

Revenue Account#	Refund Total
101.000.295.000	(\$1,400.00)
101.000.653.100	(\$16.00)
101.000.653.340	(\$7.00)
Grand Total	(\$1,423.00)

MEMO 23-04

TO: Frank Schulte, City Administrator
 FROM: James Kowalski, Director of Public Services *J.K.*
 DATE: April 11, 2023
 SUBJECT: Recommendation – Road Salt 2023/2024 and 2024/2025 Seasons

On March 28, 2023, a two-year bid request for supplying road salt for the winter maintenance seasons was posted on the Michigan Intergovernmental Trade Network (MITN) website by the City of Farmington Hills for the Oakland County Road Commission on behalf of 25 cooperative participants, including the City of Grosse Pointe Woods. The following bids were received:

	Year 1		Year 2	
	Before 10/1/2023	After 10/1/2023	Before 10/1/2024	After 10/1/2024
The Detroit Salt Co.	\$ 55.25	\$ 59.00	\$ 56.91	\$ 60.77
Compass Minerals America	\$ 71.05	\$ 71.05	\$ 71.05	\$ 71.05
Cargill Inc.	\$ 70.79	\$ 70.79	\$ 73.62	\$ 73.62

Detroit Salt Company’s bid came in lower for the two-year contract and offered an option of four additional one-year extensions at the approved 3% per year increase upon mutual consent between the City and Detroit Salt Company. They provided salt to the city through the MITN/Oakland County Road Commission cooperative bid since 2008 and their service has been satisfactory.

We have committed to 1,000 tons for each of the upcoming winter seasons. This is a decrease of 300 tons over the prior years because of the past winter seasons and salt barn capacity. The City is required to take a minimum of 700 tons or can take a maximum of 1,300 tons.

I concur with the decision of the MITN/Oakland County Road Commission cooperative and recommend that we purchase road salt for the 2023/2024 winter maintenance season at a price of \$55.25 to \$59.00 per ton in an amount of \$76,700.00 and for the 2024/2025 winter maintenance season at a price of \$56.91 to \$60.77 per ton in an amount of \$79,001.00 from The Detroit Salt Company, 12841 Sanders Street, Detroit, MI 48217 for the maximum of 1,300 tons.

The unencumbered funds in accounts 202-478-757.000 (\$19,175.00) and 203-478-757.000 (\$57,525.00) will be available upon approval of the 2023/2024 budget. The unencumbered funds in accounts 202-478-757.000 (\$19,750.25) and 203-478-757.000 (\$59,250.75) will be available upon approval of the 2024/2025 budget.

I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.

Frank Schulte

 Frank Schulte, City Administrator

4-11-23

 Date

RECEIVED

APR 12 2023

Fund Certification:

Account numbers and amounts have been verified as presented.

CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

Shawn Murphy

 Shawn Murphy, Treasurer/Comptroller

4-12-23

 Date



DEPARTMENT OF CENTRAL SERVICES

April 11, 2023

Detroit Salt
Jean Szatkowski
12841 Sanders Street
Detroit, MI 48217

RE: ITB-FH-22-23-2388 ROCK SALT FOR SNOW & ICE CONTROL

Dear Ms. Szatkowski:

The City of Farmington Hills and associated MITN members would like to thank you for submitting your bid. This letter will serve as notice that the aforementioned bid has been awarded to your company, Detroit Salt, by the City Council of Farmington Hills, MI. The action taken at last night's Council meeting is as follows:

City Council authorize the City Manager to issue a purchase order to Detroit Salt Company for a not to exceed total of amount of 5,850 tons or \$348,777 for fiscal year 2023/2024 and for an estimated amount of 5,850 tons or \$359,249 for fiscal year 2024/2025. In addition, it is recommended that the City Council authorize the City Manager to issue purchase orders for rock salt to Detroit Salt Company for four (4) additional one year extensions at the approved 3% per year increase upon mutual consent between the City and Detroit Salt Company.

All other agencies: Berkley, Bloomfield Township, Clawson, Lathrup Village, Huron Clinton Metro Parks, Orchard Lake, Rochester, Rochester Hills, Royal Oak., Southfield, Southfield Public Schools, South Lyon, Walled Lake, Wixom, Centerline, Roseville, St. Clair Shores, Sterling Heights, Warren, Grosse Pointe Woods, Livonia, Romulus, Grosse Pointe Shores and Westland will be notified of the action taken by Farmington Hills and will notify you as their award processes are completed.

The City of Farmington Hills is happy continue our business relationship with you and will issue a blanket purchase order to Detroit Salt at the beginning of our fiscal, July, 2023. If you have any questions about this information, do not hesitate to contact me at 248-871-2435.

Sincerely,
CITY OF FARMINGTON HILLS
/s/ Kelly Monico
Director of Central Services

Cc: Pam Smith
Karen Mondora
Derrick Schueller

Detroit Salt

INVITATION TO BID

BID: #itb-fh-22-23-2388

ITEM: Rock Salt for Snow & Ice Control

DEADLINE: Tuesday, March 28, 2023, 10:00 a.m. E.S.T.

QUESTIONS: Accepted in writing via email to Kelly Monico, Director of Central Services
kmonico@fhgov.com or Derrick Schueller, DPW Superintendent,
dschueller@fhgov.com

1. SUBMISSION AND RECEIPT OF BID

Bids to receive consideration shall be received prior to the specified time of opening as designated on the bid form. **NO LATE BIDS WILL BE ACCEPTED.** The City of Farmington Hills reserves the right to postpone the opening for its own convenience. Bidders shall use the bid documents furnished as none other may be accepted. Bids are considered received when in the possession of the Farmington Hills City Clerk. All bids shall be labeled with the ITB number, item, as well as the aforementioned deadline date/time and the vendor name and address on the outside of the envelope. Bids shall be sealed when submitted. Separate bids shall be submitted on each bid number and shall be typewritten or written in ink and legibly prepared. Bids having any erasures or corrections thereon may be rejected unless explained or initialed by the bidder. **If you are submitting a "No Bid", do not follow the above directions but send a letter to the Purchasing Division indicating a "No Bid".** Bids shall be mailed or delivered to City of Farmington Hills, City Clerk's Office, 31555 W. Eleven Mile Road, Farmington Hills, MI 48336-1165 **before** the stated deadline. **No faxed or emailed bids will be accepted.**

2. RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unless otherwise specified, the City of Farmington Hills reserves the right to accept any item in the bid. Bidders may submit bids on any item or group of items, provided however, that the unit prices are shown as required. Accordingly, the City of Farmington Hills reserves the right to declare as non-responsive, and reject any incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is provided. Alterations to the written requirements will negate any response. The City of Farmington Hills promotes "green" technologies and the reduction of waste. When possible, your response should be double sided to reduce paper usage. Other factors including source of supply may be used in award recommendations.

3. OFFICIAL DOCUMENTS

The City of Farmington Hills shall accept **NO CHANGES** to the bid document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the bid document. It is Vendor's responsibility to acquire knowledge of any change, modifications or additions to the Authorized Version of the bid document. Any Vendor who submits a bid and later claims it had no knowledge of any change, modifications or additions made by the City of Farmington Hills to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications or additions to the Authorized Version. If a bid is awarded to a Vendor who claims that it had no knowledge of changes, modifications or additions made by the City of Farmington Hills to the Authorized Version of the bid, and that Vendor fails to accept the award, the City of Farmington Hills may pursue costs and expenses to re-bid the item from that Vendor. The Authorized Version of the bid document shall be that document appearing on the MITN with amendments and updates.

The City of Farmington Hills officially distributes bid documents from the Purchasing Division or through the



Michigan Intergovernmental Trade Network (MITN). Copies of documents obtained from any other source are **not considered official copies**. Only those vendors who obtain documents from either the Purchasing Division or the MITN system is guaranteed access to receive addendum information if such information is issued. If you obtained this document from a source other than MITN, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy and any addenda.

4. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS

Any interpretation to a bidder regarding the Bid and/or Contract Documents or any part thereof is valid only if given by the City's Purchasing Division staff. Any information given by departmental contacts is unofficial. Interpretations may or may not be given orally (may be written) dependent upon the nature of the inquiry. Interpretations that could affect other bidders will be in writing and issued by the Purchasing Division. All inquiries shall be made within reasonable time prior to the stated deadline in order that a written response in the form of an addendum, if required, can be processed before bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

5. CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addendum issued in relation to this bid will be on file in the Purchasing Division. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

6. SPECIFICATIONS

Unless otherwise stated by bidder, the bid will be considered as being in strict accordance with the City's applicable standard specifications, and any special specifications outlined in the document. Reference to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other types or materials, equipment and supplies unless otherwise stated. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The City reserves the right to determine if equipment/product or service being bid is equal to the specified equipment/product or service requested.

7. ALTERNATES

Bidders are cautioned that any alternate bid, unless requested by Purchasing, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements or this bid, may be considered non-responsive, and at the opinion of the City, may result in rejection of the bid.

8. PRICING

Prices shall be stated in units of quantity specified in the Document. In case of a discrepancy in computing the amount of the bid, the unit price will govern.

9. TAXES, TERMS AND CONDITIONS

The City of Farmington Hills & all agencies listed in this request are exempt from Federal Excise and State Sales Tax. Please review The State of Michigan's REVENUE ADMINISTRATIVE BULLETIN 1999 - 2 for clarification <http://www.treas.state.mi.us/lawrules/rabs/1999/rab9902.htm> The City's tax number is 38-6006902. General payment terms are Net 30 days upon receipt of goods (unless otherwise stated below). Cooperative members will provide their tax-exempt status as required by the awarded vendor.

10. QUANTITIES

All quantities stated, unless indicated otherwise are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.



11. DELIVERY

Bids shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. All deliveries will be FOB: Delivered. General delivery hours are 8:30 a.m. to 3 p.m. Monday-Friday.

12. PROCESS OF REVIEW OF BIDS & AWARD OF CONTRACT

- A. To be considered your company must specialize in and have provided the services listed herein as indicated in the specification section. Submit one (1) original & Two (2) copies of the bid in one sealed envelope or box.
- B. The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered.
- C. If within the past ten (10) years, the vendor or any of its proposed subcontractors has sued the City of Farmington Hills, or has been sued by the City of Farmington Hills, with respect to project related claim or issue, the vendor shall not be eligible for consideration.
- D. Unless otherwise specified in the document the City reserves the right to accept any item in the bid on an individual basis. Bidders may submit bids on any item or groups of items provided unit prices are clearly shown and a notation is made on the document clearly indicating Bidder's intent.
- E. The City of Farmington Hills reserves the right, in their sole and exclusive discretion, to reject any or all bids for any or no reason at all, to not award this contract to any of the bidders for any or no reason, to waive irregularities and/or informalities, and to make the award that in the opinion of the City Council is in the best interest and to the best advantage of the City of Farmington Hills.

13. WITHDRAWAL OF BID

Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the stated bid deadline. No bid may be withdrawn for at least 90 days after bid opening except the successful company whose prices shall remain firm for the entire contract period. In case of error by the bidder in making up a bid, the Purchasing Division staff may, by discretion, reject such a bid upon presentation of a letter by the Bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

14. DEFAULT CONDITIONS

In case of default by the contractor, the City of Farmington Hills may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby. In case of error by the bidder relating to a Contract, the Purchasing Division may, by discretion, upon presentation of a written explanation by the bidder substantiating the error, reject the Contract and award to the next qualified bidder; such error may be subject to default conditions.

15. INFRINGEMENTS AND INDEMNIFICATIONS

The bidder, if awarded a contract, agrees to protect, defend, and save the City and the cooperative members listed herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against if for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgments and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder, contractor, agents or employee.



16. SAMPLES

Generally, when required, samples will be specifically requested in the Request for Bids. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at an offeror request, transportation collect.

17. PATENTS, COPYRIGHTS, ETC.

The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

18. NON-COLLUSION

By signing the bid, the offeror certifies that the bid submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition.

19. CANCELLATION

Unless otherwise stated within this Invitation to Bid, any Contract entered into in response to this Invitation to Bid, including any extension or amendment of a Contract, may be terminated at any time, with or without cause, with 30 days written notice by the City. The City shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall be responsible only for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. Termination shall not relieve Contractor of its obligation to provide City with all of the plans and product generated under this Contract through the effective date of termination. Prior to the effective date of any termination or prior to the completion of the work (including any extension of the timing for completion), whichever is the first to occur, Contractor shall deliver to the City all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, applications, manuals, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and other materials in its possession or control that is gathered or generated in the course of performing the work or that relates to the work in any way; provided that Contractor may retain a copy of such materials for its files.

20. DEFAULT AND REMEDIES

Any of the following events shall constitute cause for the City of Farmington Hills to declare Contractor in default of the contract: A. Nonperformance of contractual requirements or B. A material breach of any term or condition of this contract. Please note, The City of Farmington Hills shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the City of Farmington Hills may do one or more of the following: A. Exercise any remedy provided by law; B. Terminate this contract and any related contracts or portions thereof; 4. Impose liquidated damages; or D. Suspend contractor from receiving future bid solicitations.

21. LAWS AND REGULATIONS

Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

22. GOVERNING LAW

This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The construction and effect of any Participating Addendum or order against the

contract(s) shall be governed by and construed in accordance with the laws of the participating entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum shall be in the participating entity's State.

23. ASSIGNMENT/SUBCONTRACT

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the City of Farmington Hills.

24. NONDISCRIMINATION

The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting agencies, upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual agency's certification requirements, if any, as stated in the additional terms and conditions listed in the solicitation. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the agencies to insure that subcontractors and vendors are bound by this provision.

25. SEVERABILITY

If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

26. FORCE MAJEURE

Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The City of Farmington Hills may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

27. BID PREPARATION COSTS

The City of Farmington Hills is not liable for any costs incurred by the offeror in bid preparation.

28. CONFLICT OF INTEREST

The City of Farmington Hills Code of Ethics prohibits City officials and employees from using their official position to unreasonably secure, request, or grant any privileges, exemptions, advantages, contracts or preferential treatment for themselves or others, and further, requires the reporting of certain financial or other interests held by themselves or their family members in any organization that does business with the City. Consistent with the principles of the City of Farmington Hills Code of Ethics, and in accordance with applicable federal regulations, no employee, officer or agent of the City shall be permitted to participate in the selection, the award, or the administration of a contract if the employee, officer or agent of the City, or his or her immediate family member or members, or his or her business partner or partners, works for, or has any financial or other interest in any company bidding for the contract.

In order to determine whether your company presents any potential conflict of interest with respect to the award of the subject contract, on a separate piece of paper, please disclose any familial or business relationships you have with any current or former employee, agent, consultant, officer or elected or appointed official of the City of Farmington Hills, or others who are or have been within the past year, in a decision making position with the

City of Farmington Hills, and who may be able to grant favorable treatment with respect to being awarded this contract. Please disclose the full nature and extent of your relationship. The City will review the relationship for conflict of interest. If a determination is made that the relationship is contrary to Federal Regulations 24 CFR 570.611 your company will be removed from the bid process. Requests for exceptions will be reviewed by the HUD Detroit Field Office in accordance with the standards set forth in 24 CFR 570.611(d).

Violation of the City's Code of Ethics as the result of non-disclosure will be reviewed in accordance with Section 5 of the City of Farmington Hills Code of Ethics and may result in disciplinary action, and/or termination of the subject contract.

29. INDEPENDENT CONTRACTOR

The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the City of Farmington Hills or the respective agencies to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the City of Farmington Hills or participating agencies, except as expressly set forth herein.

30. THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties named.

31. CITY POLICY ON SMOKING

The bidder, if awarded a contract, agrees to follow the City of Farmington Hills Smoking Policy which states: "The City of Farmington Hills is dedicated to providing a healthy, smoke free work place for employees, residents and visitors." To that end; smoking is prohibited in all municipal buildings, in all municipal owned, leased or rented vehicles and within twenty five (25) feet from any municipal building entrance, outdoor air intakes and operable windows. Smoking is permitted in outside designated smoking areas or in personal vehicles. Smokers are responsible for properly disposing of all smoking related litter, which includes cigarette and cigar butts, tobacco, etc. Disposal of any smoking litter is not permitted on City property except in the provided receptacles.

32. NON-IRAN LINKED BUSINESSES

By signing the form below, I certify and agree on behalf of myself and the company submitting this bid the following: (1) that I am duly authorized to legally bind the company submitting this bid; and (2) that the company submitting this bid is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard.

33. COVID-19 MANAGMENT ADHERANCE

As a result of the Covid-19 pandemic, in the event of the issuance of any order by federal, state or local health authorities, which requires the suspension of any or all activities for any time period, all Vendors are hereby on notice that in the event that certain types of public works projects, including but not limited to the Project set forth in this Invitation to Bid, are at any time determined by the City or other governmental authorities, to be required to be suspended, in accordance with the applicable order, this project may be delayed or terminated, as set forth in Section 26 of this Invitation to Bid, and/or Article II of this Agreement. The City shall not be responsible for additional costs relating to delay of the Project, and the Project schedule may be revised to reflect requirements of the order.

34. INSURANCE (REQUIRED FOR WORK ON OR WITHIN CITY PROPERTY/FACILITIES)

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to The City of Farmington Hills. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor. The Contractor shall procure and maintain the following insurance coverage:

- A. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include, but not limited to, the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Explosion, Collapse, and Underground, if applicable.
- C. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Policy(ies) and coverages as described above, excluding Workers' Compensation Insurance, shall include an endorsement stating the following shall be Additional Insureds: The City of Farmington Hills, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Farmington Hills as additional insured, coverage afforded is considered to be primary and any other insurance the City of Farmington Hills may have in effect shall be considered secondary and/or excess.
- E. Cancellation Notice: Policy(ies), as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Farmington Hills, Attention: Mr. Thomas Skrobola, 31555 West Eleven Mile Road, Farmington Hills, Michigan 48336.
- F. Proof of Insurance Coverage: The Contractor shall provide the City of Farmington Hills at the time the contracts are returned by him/her for execution a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.
- G. Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).
- H. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates, endorsements, and/or policies to City of Farmington Hills at least ten (10) days prior to the expiration date.

35. DESCRIPTION

The City of Farmington Hills, on behalf of the entities listed herein, requests your bid for sodium chloride to be used for ice and snow removal and control. The sodium chloride shall be either mined rock salt or evaporated salt and shall conform to the requirements specified herein. The evaporated salt shall be compressed and crushed to produce the particle sizes as specified herein under "Gradation". Each entity reserves the right to award the bid and will issue individual purchase orders.

36. CHEMICAL COMPOSITION-SODIUM CHLORIDE TYPE A CRUSHED ROCK SALT

The sodium chloride shall conform to ASTM designation for Sodium Chloride Type 1, Grade 1, #D632 except that a tolerance in gradation will not be allowed and the following requirements as to chemical composition:

Sodium Chloride (NaCl), minimum, percent 95.0 purity before treatment
GRADATION:

Sieve Size	Percent passing (by weight)
.5 inch (12.5 mm)	100
3.8 inch (9.5 mm)	95 - 100
No. 4 - (4.75 mm)	20 - 90
No. 8 - (2.36 mm)	10 - 60
No. 30 - (0.60 mm)	0 - 15

37. MOISTURE CONTENT

The moisture content of the sodium chloride at the point of delivery shall not exceed 1.5 percent, by weight. A weight adjustment will be made for moisture content in excess of 1.5%.

38. GENERAL REQUIREMENTS

- A. Packing and marking, inspection, rejection and methods of sampling and testing shall conform to the respective requirements as specified under the Specifications for Sodium Chloride, ASTM Designation; #D632 chloride will be sampled at the producer's plant.
- B. Salt shall be treated with yellow Prussiate of Soda to prevent caking.
- C. Upon placing an order for sodium chloride, delivery will be received within seventy-two hours. Deliveries will be made between 8:00 a.m. and 3:00 p.m. local time, Monday through Friday.
- D. A material safety data sheet will be provided before a delivery is made.
- E. Salt that is delivered that fails to meet these specifications will be rejected replaced or credited. Debris such as gravel, dirt and trash intermixed in the delivery will be rejected.
- F. Each agency will guarantee to order a minimum of 70 percent of their estimated quantity from the lowest qualified and approved bidder for year one of the contract term. Any salt (of the guaranteed 70%) may be carried over and applied to the second year's estimated usage. Each entity will then be allowed to adjust their second year estimated quantity prior to the beginning of the season. Each entity will be allowed to order up to 130 percent of their estimated quantity each year.
- G. Each agency will provide a purchase order or award notice to the awarded vendor. Some agencies may provide intent to award prior to the start of their budget year.
- H. Upon mutual consent, the MITN cooperative and lowest responsive bidder can elect to award Year 2 and additional extensions.



39. COOPERATIVE PARTICIPANTS

The following agencies reserve the right to utilize another supplier should the awarded vendors be unable to fulfill the salt supply.

Agency	Delivery Address	City/State	Estimated quantity (tons)
Oakland County Agencies			
Berkley, City of	3238 Bacon	Berkley, MI 48072	1,200
Bloomfield Township	4200 Telegraph	Bloomfield, MI 48303	1,000
Clawson, City of	635 W. Elmwood	Clawson, MI 48017	1,200
Farmington Hills, City of	27245 Halsted	Farmington Hills, MI 48336	4,500
Lathrup Village	19101 Twelve Mile	Lathrup Village, MI 48076	200
Huron-Clinton Metroparks at:			
Kensington Metropark	2240 W. Buno Rd.	Milford, MI	350
Stony Creek Metropark	4250 26 Mile	Shelby Twp, MI	250
Hudson Mills Metropark	8801 N. Territorial Rd.	Dexter, MI	100
Indian Springs Metropark	5199 Indian Trail	White Lake, MI	50
Huron Meadows Metropark	8765 Hammel Rd.	Brighton, MI	50
Lake St. Clair Metropark	31300 Metro Parkway	Harrison Twp, MI	150
Willow Metropark	23140 Interloop Road	New Boston, MI	200
Orchard Lake, City of	3955 Orchard Lake Rd.	Orchard Lake, MI 48323	550
Rochester, City of	1141 Wilcox	Rochester, MI 48307	1,750
Rochester Hills, City of	511 E. Auburn Rd.	Rochester Hills, MI 48309	3,000
Royal Oak, City of	1600 N. Campbell	Royal Oak, MI 48067	5,500
Southfield DPW, City of	25501 Clara Lane	Southfield, MI	8,000
Southfield Public Schools	24661 Lahser	Southfield, MI 48033	800
South Lyon, City of	520 Ada	South Lyon, MI 48178	1,000
Walled Lake, City of	1499 E. West Maple	Walled Lake, MI	450
Wixom, City of	2041 Charms Rd.	Wixom, MI 48393	1,200
Oakland County Total			31,500
Macomb County Agencies			
Centerline, City of	6685 E. 10 Mile Road	Centerline, MI 48015	650
Roseville, City of	29411 Calahan Street	Roseville, MI 48066	2,700
St. Clair Shores, City of	19700 Pleasant	St. Clair Shores 48080	1,900
Sterling Heights, City of	7200 18 Mile Road	Sterling Heights, MI 48311	5,500
Warren, City of	12801 Stephens	Warren, MI 48093	6,000
Macomb County Total			16,750
Wayne County Agencies			
Grosse Pointe Woods, City of	1200 Parkway Drive	Grosse Pointe Woods, MI 48236	1,000
Livonia, City of	12973 Farmington	Livonia, MI 48154	2,500
Romulus, City of	12600 Wayne Road	Romulus, MI 48174	2,200
Grosse Pointe Shores, Village	795 Lake Shore Road	Grosse Pointe Shores, MI 48236	200
Westland, City of	37137 Marquette	Westland, MI 48185	6,000
Wayne County Total			11,900
GRAND TOTAL ESTIMATED TONS PER YEAR			60,150



40. PRICING

A. YEAR 1

2023/24 Season Item - Location	Early fill Price per ton delivered before 10/1/2023	Price per ton – delivered on/after 10/1/2023	Estimated quantity	Total
Rock Salt – Oakland County Agencies	\$ 55.87	\$ 59.62	31,500	(at Seasonal Rate) \$ 1,878,030.00
Rock Salt – Macomb County Agencies	\$ 56.10	\$ 59.85	16,750	\$ 1,002,487.50
Rock Salt – Wayne County Agencies	\$ 55.25	\$ 59.00	11,900	\$ 702,100.00

B. YEAR 2

2024/25 Season Item - Location	Early fill Price per ton delivered before 10/1/2024	Price per ton – delivered on/after 10/1/2024	Estimated quantity	Total
Rock Salt – Oakland County Agencies	\$ 57.55	\$ 61.41	31,500	(at Seasonal Rate) \$ 1,934,415.00
Rock Salt – Macomb County Agencies	\$ 57.78	\$ 61.65	16,750	\$ 1,032,637.50
Rock Salt – Wayne County Agencies	\$ 56.91	\$ 60.77	11,900	\$ 723,163.00

C. ALTERNATE PRICING REQUESTS

ITEM	DISCOUNT
Please list the discount per ton if the agencies choose to guarantee a minimum of 80% of their estimate	0
Please list the discount per ton if the agencies choose to lower their maximum order from 130% of the estimate to 120%	0
Please list the additional cost per ton if agencies choose to add blue dye consistent with industry standards to the salt.	0

41. FIRM PRICE GUARANTEE

All Prices will remain firm for ninety (90) days or bid award, whichever comes first, except for the successful bidder whose prices are to remain firm for two (2) years from date of award. The City of Farmington Hills reserves the right to renew this contract as stated herein, with the awarded bidder, through mutual consent and under the same terms and conditions for a period of four (4) one-year periods after the contract completion date.

Please indicate below your percentage of increase per year over the prices listed in Section B – YEAR 2 for four (4) one- year extension of this contract.

Prices listed herein in will increase 3 % each year beginning at the third year of award



41. PAYMENT METHOD

Does your company accept MasterCard (or other credit card) for payment as well? YES NO

If yes, please state any applicable discount, fees, etc. for this method of payment: _____

Please select company's preferred payment method:

- Check – minimally 60 days from receipt of order
- ACH – 45 days from receipt of invoice
- Credit Card – 20 days from receipt of invoice

42. PRODUCT ORIGIN

Origin of mined product and storage location in MI Detroit, MI

Delivery agent (name, address, contact person, phone) Multiple

43. EXTENSION OF AWARD

Is your Company willing to extend pricing and terms given to the named Cooperative Members to other local entities (within the counties listed herein) that are part of our purchasing cooperative (With the understanding that your company will retain the right of refusal if the Cooperative member does not meet the requirements set by your company?

Yes No

If Yes please complete the extension information below:

_____ is a member of the MITN Purchasing Cooperative
(Extending City, Township or Entity will fill-out as needed)

And located in one of the counties listed above.

If your company is awarded item(s) referenced in the bid proposal, the cooperative governmental entities may wish to use this contract and will use a purchase order for the item(s) awarded in this bid proposal following requirements set forth in the bid document. Each entity will provide their own purchase order and delivery location (s) and must be invoiced separately to the address indicated on the purchase order.

(x) If an award is made to Detroit Salt Company, L.C., it is agreed that
(Company)

the contract will be extended to any entity in the MITN Purchasing Cooperative under the same prices, terms, and conditions.

Signature of Company Representative
Richelle Labut
Business Operations Manager

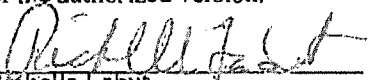
44. EXCEPTIONS

Note any exceptions to the specifications herein: _____

45. ACKNOWLEDGEMENT OF OFFICIAL DOCUMENTS

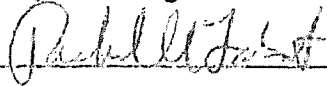
I Richelle Labut, certify that I have read section 3 (Official Documents) of the invitation to bid and that the bid proposal documents contained herein were obtained directly from the City of Farmington Hills Purchasing Office or MITN website, www.mitn.info and is an official copy of the authorized version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE


Richelle Labut
Business Operations Manager

46. ACCEPTANCE OF SPECIFICATIONS

The undersigned herein submits this bid and agrees to enter into an agreement with the City of Farmington Hills & other agencies listed herein in accordance with the specification documents. In submitting this completed and signed bid, it is understood that the right is reserved by the City of Farmington Hills reserves the right, in its sole and exclusive discretion to reject any or all bids and to make such award that, in the opinion of the City Council, is in the best interest of the City of Farmington Hills.

SIGNED  COMPANY Detroit Salt Company, L.C.
PRINTED Richelle Labut ADDRESS 12841 Sanders St.
TITLE Business Operations Manager CITY/STATE/ZIP Detroit, MI 48217
PHONE 313-841-5144 FAX 313-841-0466
CONTACT PERSON Jean Szatkowski OR _____
EMAIL sales@detroitsalt.com WEBSITE www.detroitsalt.com
FEIN: 38-3341484 DATE: 3/24/23



Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) revised in 2012 and GHS Rev 03

Issue date 05/05/2020

Reviewed on 05/05/2020

• **Product Identifier**

- **Trade Name:** Rock Salt for De-icing with YPS and color
- **Relevant identified uses of the substance or mixture and uses advised against:**
- **Product Description:** Sodium Chloride with YPS and color

• **Details of the Supplier of the Safety Data Sheet:**

• **Manufacturer/Supplier:**

Detroit Salt Company
 12841 Sanders St.
 Detroit, MI 48217
 313-841-5144
 www.detroitsalt.com
 sales@detroitsalt.com

- **Emergency telephone number:** 313-841-5144

• **Classification of the substance or mixture:** Non-Regulated Material

• **Additional information:**

Sodium Chloride

Sodium ferrocyanide decahydrate, FD&C Blue No. 1 and Citric Acid: Concentration is minimal and determined to be insignificant. These minimal concentrations require no reporting.

• **Label elements:**

• **Hazard pictograms:** Non-Regulated Material

• **Signal word:** Non-Regulated Material

• **Hazard statements:** Non-Regulated Material

• **Unknown acute toxicity:**

This value refers to knowledge of known, established toxicological or ecotoxicological values. 0 % of the mixture consists of component(s) of unknown toxicity.

• **Classification system:** NFPA/HMIS Definitions: 0-Least, 1-Slight, 2-Moderate, 3-High, 4-Extreme

• **NFPA ratings (scale 0 - 4)**



Health = 0
 Fire = 0
 Reactivity = 0

• **HMIS-ratings (scale 0 - 4)**



Health = 1
 Fire = 0
 Physical Hazard = 0

• **Hazard(s) not otherwise classified (HNOC):** None known

• **Non-hazardous components:**

CAS: 7647-14-5	Sodium Chloride	95.5-99.7%
RTECS: VZ4725000		
CAS: 14434-22-1	Sodium ferrocyanide decahydrate	≈±0.002-0.0084%
CAS: 3844-45-9	Blue Coloring	≈±0.00004%

• **Chemical characterization: Mixtures**

- **Description:** Mixture with non-hazardous additions.

(Contd. on page 2)

**Safety Data Sheet (SDS)**

OSHA HazCom Standard 29 CFR 1910.1200(g) revised in 2012 and GHS Rev 03.

Issue date 05/05/2020

Reviewed on 05/05/2020

Trade Name: Rock Salt for De-icing with YPS and color**· Dangerous Components:**

CAS: 77-92-9

Citric Acid

◊ Eye Irrit. 2A, H319 ≈±0.00004%

RTECS: GE 7350000

· Additional information:

The exact percentages of the ingredients of this mixture are considered to be proprietary and are withheld in accordance with the provisions of paragraph (i) of §1910.1200 of 29 CFR 1910.1200 Trade Secrets.

· Description of first aid measures**· General information:**

Symptoms of poisoning may occur after exposure to dust, fumes or particulates; seek medical attention if feeling unwell.

· **After inhalation:** Supply fresh air; consult doctor in case of complaints.

· **After skin contact:** If skin irritation occurs, consult a doctor.

· After eye contact:

If eye irritation occurs, consult a doctor.

Rinse opened eye for several minutes under running water.

· After swallowing:

If swallowed and symptoms occur, consult a doctor.

Rinse out mouth and then drink plenty of water.

· Information for doctor

· **Most important symptoms and effects, both acute and delayed:** No further relevant information available.

· **Indication of any immediate medical attention and special treatment needed:**

No further relevant information available.

· Extinguishing media

· **Suitable extinguishing agents:** Use fire fighting measures that suit the environment.

· **For safety reasons unsuitable extinguishing agents:** No further relevant information.

· **Special hazards arising from the substance or mixture:** No further relevant information available.

· Advice for firefighters

· **Special protective equipment for firefighters:**

As in any fire, wear self-contained breathing apparatus pressure-demand (NIOSH approved or equivalent) and full protective gear to prevent contact with skin and eyes.

· **Personal precautions, protective equipment and emergency procedures:** Not required.

· **Environmental precautions:** No special measures required.

· Methods and material for containment and cleaning up:

Dispose of contaminated material as waste according to section 13.

Dispose of the collected material according to regulations.

· Reference to other sections:

See Section 7 for information on safe handling.

See Section 8 for information on personal protection equipment.

See Section 13 for disposal information.

· Protective Action Criteria for Chemicals**· PAC-1:**

None of the ingredients are listed.

(Contd. on page 3)



Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) revised in 2012 and GHS Rev 03.

Issue date 05/05/2020

Reviewed on 05/05/2020

Trade Name: Rock Salt for De-icing with YPS and color

- **PAC-2:**
None of the ingredients are listed.
- **PAC-3:**
None of the ingredients are listed.

· **Handling**

- **Precautions for safe handling:** No special precautions are necessary if used correctly.
- **Information about protection against explosions and fires:** No special measures required.

· **Conditions for safe storage, including any incompatibilities**

- **Storage**
- **Requirements to be met by storerooms and receptacles:** No special requirements.
- **Information about storage in one common storage facility:** Not required.
- **Further information about storage conditions:** None.
- **Specific end use(s):** No further relevant information available.

· **Additional information about design of technical systems:** No further data; see section 7.

· **Control parameters:**

· **Components with occupational exposure limits:**

The product does not contain any relevant quantities of materials with critical values that have to be monitored at the workplace.

· **Additional information:** The lists that were valid during the creation of this SDS were used as basis.

· **Exposure controls:**

· **Personal protective equipment**

· **General protective and hygienic measures:**

Keep away from foodstuffs, beverages and feed.
Wash hands before breaks and at the end of work.

· **Breathing equipment:** Not required.

· **Protection of hands:** Not required.

· **Material of gloves:** Not applicable.

· **Penetration time of glove material:** Not applicable.

· **Eye protection:** Not required.

· **Limitation and supervision of exposure into the environment:** None

· **Information on basic physical and chemical properties**

· **General Information**

· **Appearance:**

- **Form:** Crystalline
- **Color:** Translucent, grey or milky white, light blue/green
- **Odor:** Slight
- **Odor threshold:** Not determined.

· **pH-value:** Not determined.

· **Change in condition**

- **Melting point/Melting range:** Not determined.
- **Boiling point/Boiling range:** ≥1,461 °C (≥34.661 °F)

(Contd. on page 4)



Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) revised in 2012 and GHS Rev 03.

Issue date 05/05/2020

Reviewed on 05/05/2020

Trade Name: Rock Salt for De-icing with YPS and color

- **Flash point:** None
- **Flammability (solid, gaseous):** Not determined.
- **Ignition temperature:** Not applicable
- **Decomposition temperature:** Not determined.
- **Auto igniting:** Product is not self-igniting.
- **Danger of explosion:** Product does not present an explosion hazard.
- **Explosion limits:**
 - Lower:** Not determined.
 - Upper:** Not determined.
- **Vapor pressure:** Not applicable.
- **Density @ 20 °C (68 °F):** 2.165 g/cm³ (18.0669 lbs/gal)
- **Bulk density:** ≥766.3-≤1,670.4 kg/m³
- **Relative density:** Not determined.
- **Vapor density:** Not applicable.
- **Evaporation rate:** Not applicable.
- **Solubility in / Miscibility with:**
 - Water:** Soluble.
- **Partition coefficient (n-octanol/water):** Not determined.
- **Viscosity:**
 - Dynamic:** Not applicable
 - Kinematic:** Not applicable
- **Solvent content:**
 - VOC content:** 0.00 %
 - Solids content:** 100.0 %
- **Other information:** No further relevant information available.

- **Reactivity:** No further relevant information available.
- **Chemical stability:** Product is stable under normal conditions.
- **Thermal decomposition / conditions to be avoided:** No decomposition if used according to specifications.
- **Possibility of hazardous reactions:** No dangerous reactions known.
- **Conditions to avoid:**
 - Contact with acids.
 - Moisture
 - Water
- **Incompatible materials:** Strong acids
- **Hazardous decomposition products:** No dangerous decomposition products known.

(Contd. on page 5)



Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) revised in 2012 and GHS Rev 03

Issue date 05/05/2020

Reviewed on 05/05/2020

Trade Name: Rock Salt for De-icing with YPS and color

Information on toxicological effects:

Acute toxicity:

LD/LC50 values that are relevant for classification:

7647-14-5 Sodium Chloride

Oral LD50 4,000 mg/kg (Mouse)

3,000 mg/kg (Rat)

Dermal LD50 >10,000 mg/kg (Rabbit)

Primary irritant effect:

On the skin: Not listed as irritant

On the eye: Not listed as irritant

Additional toxicological information:

The product shows the following dangers according to internally approved calculation methods for preparations:

Carcinogenic categories:

IARC (International Agency for Research on Cancer):

None of the ingredients are listed.

NTP (National Toxicology Program):

None of the ingredients are listed.

OSHA-Ca (Occupational Safety & Health Administration):

None of the ingredients are listed.

Toxicity:

Aquatic toxicity:

7647-14-5 Sodium Chloride

EC50 340.7-469.2 mg/l (Water flea)

Persistence and degradability: No further relevant information available.

Behavior in environmental systems:

Bioaccumulative potential: No further relevant information available.

Mobility in soil: No further relevant information available.

Additional ecological information:

General notes:

Do not allow undiluted product or product that has not been neutralized to reach ground water, water course or sewage system.

Results of PBT and vPvB assessment:

PBT: Not applicable.

vPvB: Not applicable.

Other adverse effects: No further relevant information available.

Waste treatment methods

Recommendation:

Observe all federal, state and local environmental regulations when disposing of this material.

(Contd. on page 6)

COPY



Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) revised in 2012 and GHS Rev 03.

Issue date 05/05/2020

Reviewed on 05/05/2020

Trade Name: Rock Salt for De-icing with YPS and color

- **Uncleaned packaging**
- **Recommendation:** Disposal must be made according to official regulations.
- **Recommended cleansing agent:** Water, if necessary with cleansing agents.

- **UN-Number:**
- **DOT, ADR/ADN, IMDG, IATA** Non-Regulated Material
- **UN proper shipping name:**
- **DOT, ADR/ADN, IMDG, IATA** Non-Regulated Material
- **Transport hazard class(es):**
- **DOT, ADR/ADN, ADN, IMDG, IATA**
- **Class:** Non-Regulated Material
- **Packing group:**
- **DOT, ADR/ADN, IMDG, IATA** Non-Regulated Material
- **Environmental hazards:** Not applicable.
- **Special precautions for user:** Not applicable.
- **Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code:** Not applicable.
- **UN "Model Regulation":** Non-Regulated Material

- **Safety, health and environmental regulations/legislation specific for the substance or mixture:**
- **SARA (Superfund Amendments and Reauthorization):**
- **Section 355 (extremely hazardous substances):**
None of the ingredients are listed.
- **Section 313 (Specific toxic chemical listings):**
None of the ingredients are listed.
- **TSCA (Toxic Substances Control Act):**
All components have the value ACTIVE.
- **Hazardous Air Pollutants**
None of the ingredients are listed.
- **California Proposition 65:**
- **Chemicals known to cause cancer:**
None of the ingredients are listed.
- **Chemicals known to cause reproductive toxicity for females:**
None of the ingredients are listed.
- **Chemicals known to cause reproductive toxicity for males:**
None of the ingredients are listed.
- **Chemicals known to cause developmental toxicity:**
None of the ingredients are listed.
- **New Jersey Right-to-Know List:**
None of the ingredients are listed.
- **New Jersey Special Hazardous Substance List:**
None of the ingredients are listed.

(Contd. on page 7)

**Safety Data Sheet (SDS)**

OSHA HazCom Standard 29 CFR 1910.1200(g) revised in 2012 and GHS Rev 03.

Issue date 05/05/2020

Reviewed on 05/05/2020

Trade Name: Rock Salt for De-icing with YPS and color

- **Pennsylvania Right-to-Know List:**
None of the ingredients are listed.
- **Pennsylvania Special Hazardous Substance List:**
None of the ingredients are listed.
- **Carcinogenic categories:**
- **EPA (Environmental Protection Agency):**
None of the ingredients are listed.
- **TLV (Threshold Limit Value established by ACGIH):**
None of the ingredients are listed.
- **NIOSH-Ca (National Institute for Occupational Safety and Health):**
None of the ingredients are listed.
- **GHS label elements** Non-Regulated Material
- **Hazard pictograms:** Non-Regulated Material
- **Signal word:** Non-Regulated Material
- **Hazard statements:** Non-Regulated Material
- **National regulations:**
None of the ingredients are listed.
- **Chemical safety assessment:** A Chemical Safety Assessment has not been carried out.

The information and recommendations in this safety data sheet are, to the best of our knowledge, accurate as of the date of issue. Nothing herein shall be deemed to create warranty, expressed or implied, and shall not establish a legally valid contractual relationship. It is the responsibility of the user to determine applicability of this information and the suitability of the material or product for any particular purpose.

- **Date of last revision/ revision number:** 05/05/2020 / 2
- **Abbreviations and acronyms:**
ADR: The European Agreement concerning the International Carriage of Dangerous Goods by Road
ADN: The European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways
IMDG: International Maritime Code for Dangerous Goods
DOT: US Department of Transportation
IATA: International Air Transport Association
ACGIH: American Conference of Governmental Industrial Hygienists
EINECS: European Inventory of Existing Commercial Chemical Substances
ELINCS: European List of Notified Chemical Substances
CAS: Chemical Abstracts Service (division of the American Chemical Society)
NFPA: National Fire Protection Association (USA)
HMIS: Hazardous Materials Identification System (USA)
VOC: Volatile Organic Compounds (USA, EU)
LC50: Lethal concentration, 50 percent
LD50: Lethal dose, 50 percent
PBT: Persistent, Bioaccumulative and Toxic
vPvB: very Persistent and very Bioaccumulative
NIOSH: National Institute for Occupational Safety and Health
OSHA: Occupational Safety & Health Administration
TLV: Threshold Limit Value
PEL: Permissible Exposure Limit
REL: Recommended Exposure Limit
Eye Irrit. 2A: Serious eye damage/eye irritation – Category 2A
- *** Data compared to the previous version altered.**
SDS created by MSDS Authoring Services www.msdsauthoring.com +1-877-204-9106

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
April 10, 2023

SUBJECT: AWARD OF COOPERATIVE BID FOR ROCK SALT

ADMINISTRATIVE SUMMARY

- Sealed bids were advertised, available on the MITN e-procurement system website, publicly opened and read aloud on Tuesday, March 28, 2023 for sodium chloride (rock salt) used for ice/snow control during winter weather. Notification was sent to over one hundred (100+) vendors, including thirty-one (31) vendors that hold the classification of minority owned, woman owned, veteran owned, disabled, disadvantaged or service disabled, with three (3) responding.
- This bid is a cooperative contract administered by the City of Farmington Hills that includes Berkley, Bloomfield Township, Clawson, Farmington Hills, Lathrup Village, Huron Clinton Metro Parks, Orchard Lake, Rochester, Rochester Hills, Royal Oak., Southfield, Southfield Public Schools, South Lyon, Walled Lake, Wixom, Centerline, Roseville, St. Clair Shores, Sterling Heights, Warren, Grosse Pointe Woods, Livonia, Romulus, Grosse Pointe Shores and Westland. Cooperative bids have proven to be an effective way to reduce costs due to increased volume and consolidation of bid administration. The total quantity of rock salt bid for this solicitation is 60,150 tons per year. The City of Farmington Hills quantity is 4,500 tons.
- Rock Salt continues to be a challenging commodity to procure. Pricing is dictated by fuel prices, weather conditions, weather predictions, supply and demand. The 2022/2023 winter season returned an on target usage due to some late season weather events. This is due to the DPW's continued use of best practices with regard to snow & ice control.
- Specifications for this bid allow the agencies taking part some flexibility in usage. Unlike other Cooperative efforts, agencies can increase or decrease their quantity commitment by 30% during the season and still maintain the contracted price per ton. This successful model helps agencies deal with the fluctuating demand.
- The recommended award to Detroit Salt Company represents a \$1.69 savings per ton-early fill over last year's pricing. Due to the fluctuating demand due to weather the award recommendation includes the quantity contingency of 130% of the estimated 4,500 ton usage, for a Not-to-Exceed budget amount of 5,850 tons or \$348,777. The City has worked with Detroit Salt Company in the past and they provided excellent service.
- Funding for rock salt is budgeted in the Department of Public Services/DPW Major Road maintenance accounts.

BID TABULATION-See attached.

RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to issue a purchase order to Detroit Salt Company for a not to exceed total of amount of 5,850 tons or \$348,777 for fiscal year 2023/2024 and for an estimated amount of 5,850 tons or \$359,249 for fiscal year 2024/2025. In addition, it is recommended that the City Council authorize the City Manager to issue purchase orders for rock salt to Detroit Salt Company for four (4) additional one year extensions at the approved 3% per year increase upon mutual consent between the City and Detroit Salt Company.

Prepared by: Kelly Monico, Director of Central Services
Reviewed by: Derrick Schueller, DPW Superintendent
Reviewed by: Karen Mondora, Director of Public Services
Approved by: Gary Mekjian, City Manager

City of Farmington Hills, MI
 Bid Tabulation
 Rock Salt
 ITB-FH-22-23-2388

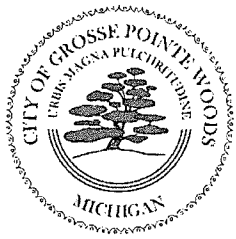
recommended for award

Year 1-2023-24		Oakland Cty			Macomb Cty			Wayne Cty			Grand Total -All Counties
		31,500			16,750			11,900			
		Early fill	Late fill	Total(late fill)	Early fill	Late fill	Total(late fill)	Early fill	Late fill	Total(late fill)	
Vendor	City/State	\$/Ton	\$/Ton	Total(late fill)	\$/Ton	\$/Ton	Total(late fill)	\$/Ton	\$/Ton	Total(late fill)	
Cargill Inc.	North Olmsted, OH	\$70.79	\$70.79	\$2,229,885.00	\$70.79	\$70.79	\$1,185,732.50	\$70.79	\$70.79	\$842,401.00	\$4,258,018.50
Compass Minerals America	Overland Park, KS	\$70.58	\$70.58	\$2,223,270.00	\$70.88	\$70.88	\$1,187,240.00	\$71.05	\$71.05	\$845,495.00	\$4,256,005.00
Detroit Salt	Detroit, MI	\$55.87	\$59.62	\$1,878,030.00	\$56.10	\$59.85	\$1,002,487.50	55.25	\$59.00	\$702,100.00	\$3,582,617.50

Year 2-2024-25 Season		Oakland Cty			Macomb Cty			Wayne Cty			Grand Total -All Counties
		31,500			16,750			11,900			
		Early fill	Late fill	Total(late fill)	Early fill	Late fill	Total(late fill)	Early fill	Late fill	Total(late fill)	
Vendor	City/State	\$/Ton	\$/Ton	Total(late fill)	\$/Ton	\$/Ton	Total(late fill)	\$/Ton	\$/Ton	Total(late fill)	
Cargill Inc.	North Olmsted, OH	\$73.62	\$73.62	\$2,319,030.00	\$73.62	\$73.62	\$1,233,135.00	\$73.62	\$73.62	\$876,078.00	\$4,428,243.00
Compass Minerals America	Overland Park, KS	\$70.58	\$70.58	\$2,223,270.00	\$70.88	\$70.88	\$1,187,240.00	\$71.05	\$71.05	\$845,495.00	\$4,256,005.00
Detroit Salt	Detroit, MI	\$57.55	\$61.41	\$1,934,415.00	\$57.78	\$61.65	\$1,032,637.50	\$56.91	\$60.77	\$723,163.00	\$3,690,215.50

GRAND TOTAL BID		GRAND TOTAL YEAR'S 1 & 2	Discount if increase 80% guarantee	Discount if decrease 120% guarantee	Blue Dye per ton	Optional Extension Beyond Year 2	Accept P-card	Production Origin & Delivery	Extendable to other MITN agencies	Exceptions
Vendor	City/State									
Cargill Inc.	North Olmsted, OH	\$8,686,261.50	N/A	N/A	N/A	4%	Yes	Cleveland OH/Toledo OH	Yes	None
Compass Minerals America	Overland Park, KS	\$8,512,010.00	-\$1.00	0	0	5%	Yes	Goderich ON CA/Detroit Motor City Trucking	Yes	None
Detroit Salt	Detroit, MI	\$8,010,860.50	\$0.00	\$0.00	\$0.00	3%	No	Detroit/MI	Yes	N/A

Notification was sent to over 100 vendors. Zero (0) "No-Bids were received



CITY OF GROSSE POINTE WOODS

Memorandum

DATE: April 3, 2023
TO: Mayor Bryant and City Council
FROM: Frank Schulte, City Administrator
Shawn Murphy, Treasurer/Comptroller
SUBJECT: Contribution to Retirement System-CVTRS Requirement

RECEIVED

APR 05 2023

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

The Michigan Department of Treasury City, Village, and Township Revenue Sharing program implemented a Use of Funds NEW REQUIREMENT effective with fiscal year 2022. See attached Detailed Guidance document dated September 2021.

The use of funds requirement is as follows:

VII. Use of Funds – NEW REQUIREMENT

- 1. A city, village, or township that has a retirement pension benefit system in underfunded status (under Section 5 of 2017 Public Act 202) must allocate, to the local unit's pension unfunded liability, an amount equal to the sum of the local unit's FY 2022 eligible CVTRS payment amount less the sum of the local unit's FY 2020 eligible CVTRS payment amounts.
2. A city, village, or township that has issued a municipal security under Section 518 of 2001 Public Act 34, is exempt from allocating FY 2022 CVTRS payment amounts to the local unit's pension unfunded liability. (#2 does not apply to Grosse Pointe Woods)

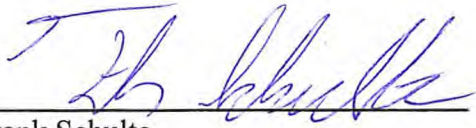
Effective, June 30, 2022 the City of Grosse Pointe Woods Retirement System funding level was 54.8%, triggering an underfunded status of below the 60% requirement.

The City is required to allocate to the Retirement System "an amount equal to the sum of the local unit's FY 2022 eligible CVTRS payment amount less the sum of the local unit's FY 2020 eligible CVTRS payment amounts." Fiscal year 2020 CVTRS payments were \$177,225 and fiscal year 2022 payments were \$216,929. The total required allocation to the Retirement System is \$39,704. This was not a budgeted item in fiscal year 2022-2023.

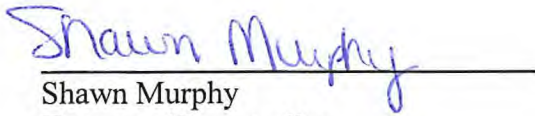
I respectfully request a budget amendment in the amount of \$39,704 from General Fund Prior Year Reserves account 101-000-692.100 to the Retirement System account 731-000-581.001 Employer Contribution-CVTRS Requirement.

If you have any questions, please feel free to give me a call.

Thank you.

Handwritten signature of Frank Schulte in blue ink, written over a horizontal line.

Frank Schulte
City Administrator

Handwritten signature of Shawn Murphy in blue ink, written over a horizontal line.

Shawn Murphy
Treasurer/Comptroller



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

September 2021

**City, Village, and Township Revenue Sharing
Fiscal Year 2022
Detailed Guidance**

City, Village, and Township Revenue Sharing (CVTRS) Program

For fiscal year (FY) 2022, the Legislature continued the City, Village, and Township Revenue Sharing (CVTRS) program. Each eligible local unit must meet all of the program requirements in order to receive the full CVTRS payments.

Each city, village, or township that received a FY 2021 CVTRS payment is eligible to receive a payment equal to 102% of the local unit's FY 2021 CVTRS eligible payment amount.

The Michigan Department of Treasury's (Treasury) website has templates available which cities, villages, or townships may use to comply with the CVTRS program requirements. The templates are located under the "Forms and Templates" section at https://www.michigan.gov/treasury/0,4679,7-121-1751_2197_58826---,00.html. Cities, villages, or townships do not have to use these templates. The templates are available to assist cities, villages, or townships if they so choose.

Program Requirements

I. To qualify for CVTRS payments, a local unit must complete the following by the due date:

1. Provide to Treasury the required documents (see below).
2. Make required documents available for public viewing in the city, village, or township clerk's office or post them on a publicly accessible Internet website.

II. Required Documents

1. City, Village, and Township Revenue Sharing and County Incentive Program Certification (form 4886)
2. Citizen's Guide (minimum General Fund) (see III. Citizen's Guide Reporting Options below)
 - i. Most recent local finances
 - ii. Recognition of unfunded liabilities
3. Performance Dashboard

4. Debt Service Report (all funds)

- i. Issuance date by debt instrument
- ii. Issuance amount by debt instrument
- iii. Type of debt instrument
- iv. A listing of all revenues pledged to finance debt service by debt instrument
- v. A listing of the **annual** debt service payment amounts **until maturity**

5. Projected Budget Report (minimum General Fund)

- i. The current fiscal year projected revenues and expenditures
- ii. The immediately following fiscal year projected revenues and expenditures
- iii. An explanation of the assumptions used for the projections

III. Citizen's Guide Reporting Options

Local units will have two options related to meeting the Citizen's Guide requirement:

1. A local unit can utilize the Citizen's Guide on Treasury's online system, if the local unit's F65 report has been filed timely. Local units may wish to verify that all the data reported on the F65 report is accurate, especially the general fund revenues, expenditures, and the unfunded pension liability.
 - i. The local unit will need to indicate on the City, Village, and Township Revenue Sharing and County Incentive Program Certification (form 4886) that they have elected the Treasury Citizen's Guide option and the local unit is not submitting a copy of a Citizen's Guide.
 - ii. The local unit will need to link to Treasury's Internet website for the Citizen's Guide or print a copy of Treasury's Citizen's Guide in order to make the document available for public viewing.

Note: The F65 information on Treasury's online system is refreshed monthly.

- OR -

2. A local unit can create the Citizen's Guide in another format that meets the CVTRS requirements.

IV. Due Date

1. **December 1, 2021** – to receive full CVTRS payments

- OR -

2. February 1, April 1, June 1, or August 1 – to receive reduced CVTRS payments

V. Payment Information

1. All eligible local units will receive 1/6 of the CVTRS payment on the last business day of October.
2. If the required documents are submitted on or before December 1, 2021;
 - i. A local unit qualifies to receive 1/6 of the CVTRS payment on the last business day of December, February, April, June, and August.
3. If the required documents are submitted after December 1, 2021, but by the first day of a payment month (February, April, June, and August);
 - i. December CVTRS payment is forfeited.
 - ii. Remaining CVTRS payments will be forfeited unless the required documents are received by the first day of a payment month. If Treasury receives the documents by the first day of a payment month, 1/6 of the CVTRS payment will be received on the last business day of each payment month thereafter.

VI. Mailing Requirement

1. Local units must include in any mailing of general information to its citizens, the Internet website address or physical location where the required documents are available for public viewing.

VII. Use of Funds – NEW REQUIREMENT

1. A city, village, or township that has a retirement pension benefit system in underfunded status (under Section 5 of 2017 Public Act 202) must allocate, to the local unit's pension unfunded liability, an amount equal to the sum of the local unit's FY 2022 eligible CVTRS payment amount less the sum of the local unit's FY 2020 eligible CVTRS payment amounts.
2. A city, village, or township that has issued a municipal security under Section 518 of 2001 Public Act 34, is exempt from allocating FY 2022 CVTRS payment amounts to the local unit's pension unfunded liability.

Additional Information

Detailed information can be found on the Michigan Department of Treasury's CVTRS website http://www.michigan.gov/treasury/0,4679,7-121-1751_2197_58826---,00.html.

Any local unit that falsifies certification documents shall forfeit any future CVTRS payments and shall repay the State all CVTRS payments it has received.

If you have any questions, please review the Frequently Asked Questions on Treasury's CVTRS website or feel free to contact the Revenue Sharing and Grants Division by phone at 517-335-7484 or by email at TreasRevenueSharing@michigan.gov.



ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

March 24, 2023
 Project No: 0160-0453-0
 Invoice No: 0142827

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE
 20025 MACK AVENUE
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0453-0 2022 SEWER CCTV INVESTIGATION
 PURCHASE ORDER #22-47271 - \$25,000.00
 FOR: CONTRACT ADMIN.

Professional Services from February 13, 2023 to March 12, 2023

Professional Personnel

	Hours	Rate	Amount	
CONTRACT ADMINISTRATION				
TEAM LEADER	2.50	90.20	225.50	
ENGINEERING AIDE I	.20	60.40	12.08	
Totals	2.70		237.58	
Total Labor				237.58
Billing Limits	Current	Prior	To-Date	
Total Billings	237.58	22,877.76	23,115.34	
Limit			25,000.00	
Remaining			1,884.66	
		Total this Invoice		\$237.58

RECEIVED
 APR 12 2023
 CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

PO 47271
 # 592-537-975.004
 OK - J.K.
 SM 4/12/23
 ES 4-12-23



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

March 24, 2023
 Project No: 0160-0454-0
 Invoice No: 0142828

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE
 20025 MACK AVENUE
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0454-0 2022 SEWER REHAB BY FULL LENGTH CIPP LIN
 PURCHASE ORDER #22-47272 - \$45,200.00
 FOR: CONTRACT ADMINISTRATION, UPDATING GIS
Professional Services from February 13, 2023 to March 12, 2023

Professional Personnel

	Hours	Rate	Amount	
CONTRACT ADMINISTRATION				
TEAM LEADER	4.50	90.20	405.90	
ENGINEERING AIDE III	3.50	75.60	264.60	
ENGINEERING AIDE I	1.20	60.40	72.48	
GIS UPDATES				
GRADUATE ENG/SUR/ARC	.50	90.20	45.10	
CCTV REVIEW				
ENGINEERING AIDE II	1.00	66.90	66.90	
Totals	10.70		854.98	
Total Labor				854.98

Billing Limits	Current	Prior	To-Date	
Total Billings	854.98	32,284.96	33,139.94	
Limit			45,200.00	
Remaining			12,060.06	
		Total this Invoice		\$854.98

RECEIVED
 APR 12 2023
 CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

P047272
 #592-537976.001
 OK-J.K.
 SM 4/12/23
 FS 4-12-23

Please include the project number and invoice number on your check



ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

March 24, 2023
 Project No: 0160-0456-0
 Invoice No: 0142829

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE
 20025 MACK AVENUE
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0456-0 HAMPTON RD WATERMAIN & RESURF(MACK/MARTE)
 PURCHASE ORDER #22-47265 - \$436,920.00
Professional Services from February 13, 2023 to March 12, 2023

RECEIVED

APR 12 2023

Fee

Construction Cost 2,324,642.75
 Fee Percentage 5.60
 Total Fee 130,179.99

CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

Percent Complete 100.00 Total Earned 130,179.99
 Previous Fee Billing 94,032.90
 Current Fee Billing 36,147.09
Total Fee 36,147.09

Professional Personnel

	Hours	Rate	Amount
RESEARCH/REVIEW			
PRINCIPAL ENGINEER	1.00	111.20	111.20
SECRETARIAL			
SECRETARIAL	.50	35.70	17.85
PRINTS			
ENGINEERING AIDE II	1.00	66.90	66.90
CONTRACT ADMINISTRATION			
LICENSED ENG/SUR/ARC	10.00	111.20	1,112.00
SECRETARIAL	1.70	35.70	60.69
Totals	14.20		1,368.64
Total Labor			1,368.64

Billing Limits

	Current	Prior	To-Date
Total Billings	37,515.73	94,457.90	131,973.63
Limit			436,920.00
Remaining			304,946.37

Total this Invoice \$37,515.73

Outstanding Invoices

Number	Date	Balance
0142391	2/22/2023	26,545.25
Total		26,545.25

pd 3/22/23

*P047265
 # 202-451-977.803 \$10,129.25
 # 592-537-977.310 \$27,386.48
 OK J.K.
 sm 4/12/23
 FI 4-12-23*

Hampton Water Main & Resurfacing - Mack to Marter
 AEW Project No. 0160-0456
 Summary of Time Spent for Design, Specification, Bidding
 and Subconsultant Fees

Name	Hours	Description
ALLEGOET, JEFFREY	1.7	CAD Oversight
BARNES, JOYCE	4	QA/QC
BEHUNIN, MICHAEL	1	QA/QC
BICKHAM, BRENDA	5.5	Admin
BIGELOW, JUSTICE	9	Survey
BIRKETT, CHRISTOPHER	3.5	Survey
BOVE, JULIA	49	Survey
CARPENTER, AARON	14.5	Survey
COBBS, CHRISTIAN	50.5	Survey
DE OLIVEIRA, ROSANA	44.9	CAD
DELAPAZ, CARLIE	0.5	Design
DUBAY, GAIL	1.7	Admin
GAYESKI JR., JOSEPH	20.5	Survey Oversight, Project Setup
KAFERLE, JARED	11	Survey
KAFERLE, KATHLEEN	2.7	Admin
KOWALCHICK, ANTHONY	5.7	GIS
LEIDEKER, RONDA	0.2	Admin
LOCKWOOD, SCOTT	8.5	Project Oversight
LUTFI, MOHAMMED	11.5	Design
MARCUS, PATRICK	0.5	Design
MUSTER, BRENDAN	0.8	Admin
PIOTROWSKI, KEVIN	78.9	CAD
RICKARD, EMILY	45	CAD
SCHWARTZ, JOSEPH	8	Survey
SPANN, FLOYD	8	QA/QC
TODINO, NICHOLAS	9.4	QA/QC
TRUAX, MICHAEL	7	Survey Oversight
VARICALLI, FRANK	1.5	Design
VIGNERON, MICHAEL	2	Design Oversight
WALKER, COLLIN	35.5	Design
WILBERDING, ROSS	146	Design
	588.5	

Expenses		Amount	Description
		200	Wayne County Construction Permit Review Fee
		225	Wayne County SESC Permit Review Fee
		425	



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INVOICE

March 24, 2023

Project No: 0160-0457-0

Invoice No: 0142830

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE
 20025 MACK AVENUE
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0457-0 TORREY RD PUMP STATION CAP IMPROVE. PLAN

PURCHASE ORDER #22-47266 - \$60,000.00

Professional Services from February 13, 2023 to March 12, 2023

Professional Personnel

	Hours	Rate	Amount	
ARCHITECT				
SENIOR PROJECT ARCHITECT	1.00	111.20	111.20	
STRUCTURAL				
SENIOR PROJECT ENGINEER	3.00	111.20	333.60	
GENERAL				
LICENSED ENG/SUR/ARC	1.00	111.20	111.20	
Totals	5.00		556.00	
Total Labor				556.00

Billing Limits	Current	Prior	To-Date	
Total Billings	556.00	16,816.16	17,372.16	
Limit			60,000.00	
Remaining			42,627.84	
		Total this Invoice		\$556.00

Outstanding Invoices

Number	Date	Balance
0142392	2/22/2023	5,056.80
Total		5,056.80

pd 3/23/23

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APR 12 2023

CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

*P047266
 #592-542-818.000*

OK - J.K.

SM 4/12/23

FI 4-12-23



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
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INVOICE

March 24, 2023

Project No: 0160-0459-0

Invoice No: 0142831

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE
 20025 MACK AVENUE
 GROSSE POINTE WOODS, MI 48236-2397

PO47065
#101-265-818.000 \$ 759.05
#161-441-818.000 \$ 759.05
#592-337-818.000 \$ 759.06

Project 0160-0459-0

2022-2023 GENERAL ENGINEERING *OK - J.K.*

PURCHASE ORDER #22-47065 - \$15,000.00

Professional Services from February 13, 2023 to March 12, 2023

SM 4/12/23
FS 4-12-23

Professional Personnel

	Hours	Rate	Amount
RESEARCH/REVIEW			
PRINCIPAL ENGINEER			
LOCKWOOD, SCOTT	1.50	111.20	166.80
LOCKWOOD, SCOTT	.80	111.20	88.96
SRF			
PRELIMINARY ENGINEERING			
GRADUATE ENG/SUR/ARC			
MARCUS, PATRICK	4.50	90.20	405.90
Organize CCTV data from last three CCTV projects. Cross reference with recent rehab projects and create new priority repair lists			
TEAM LEADER			
VARICALLI, FRANK	1.00	90.20	90.20
VARICALLI, FRANK	1.50	90.20	135.30
2023 rehab estimates			
GENERAL			
LICENSED ENG/SUR/ARC			
WILBERDING, ROSS	1.00	111.20	111.20
Going over proposed construction budget with F. Schulte, S. Lockwood. Discussing budgets for CDSMI & Sewer Rehab budgets with A. Casey, F. Varicalli respectively			
WILBERDING, ROSS	1.50	111.20	166.80
Meeting with F. Schulte, J. Kowalski to revise budget spreadsheet.			
WILBERDING, ROSS	3.50	111.20	389.20
Proposed Construction Budget review with S. Lockwood, F. Schulte, J. Kowalski. Compiling SRTS materials, completing forms and sending to R. Fannon. Corr. with F. Schulte, R. Fannon re: SRTS documents for upload, remaining info.			
WILBERDING, ROSS	3.50	111.20	389.20
Zoom F. Schulte to review information to send to R. Fannon for SRTS application. Discussing direction for splash pad. Requesting update pricing from Vortex, reaching out to other vendors			
WILBERDING, ROSS	1.50	111.20	166.80
Discussing SRTS submission and conversation with Lochmoor with F. Schulte. Drafting a follow up email to grant coordinator for F. Schulte to send.			
WILBERDING, ROSS	.50	111.20	55.60
Reviewing Eastside GLWA Members meeting material			
WILBERDING, ROSS	.50	111.20	55.60
Revising roslyn budget cost per F. Schulte. Reviewing original estimate for Roslyn based on revised budget cost			
WILBERDING, ROSS	.50	111.20	55.60

CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

APR 19 2023

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revisions to proposed construction budget spreadsheet

Totals	21.80		2,277.16	
Total Labor				2,277.16

Billing Limits	Current	Prior	To-Date	
Total Billings	2,277.16	10,100.68	12,377.84	
Limit			15,000.00	
Remaining			2,622.16	
		Total this Invoice		\$2,277.16

Outstanding Invoices

Number	Date	Balance
0142393	2/22/2023	611.60
Total		611.60

pd 3/23/23



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
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INVOICE

March 29, 2023
 Project No: 0160-0458-0
 Invoice No: 0143031

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE
 20025 MACK AVENUE
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0458-0 2022-2023 GIS MAINTENANCE
 PURCHASE ORDER #22-47063
Professional Services from February 13, 2023 to March 12, 2023
 Professional Personnel

	Hours	Rate	Amount
GIS UPDATES			
ENGINEERING AIDE III			
KOWALCHICK, ANTHONY add row to GIS	7.00	75.60	529.20
KOWALCHICK, ANTHONY add ROW width to streets	6.20	75.60	468.72
KOWALCHICK, ANTHONY add row widths to GIS	1.00	75.60	75.60
KOWALCHICK, ANTHONY finish ROW widths	1.50	75.60	113.40
KOWALCHICK, ANTHONY update history map and add row anno	2.80	75.60	211.68
KOWALCHICK, ANTHONY update ROW widths	4.90	75.60	370.44
KOWALCHICK, ANTHONY update row widths export pipe data for pat	2.50	75.60	189.00
KOWALCHICK, ANTHONY update ROW widths in city, creat historic rehab map	2.40	75.60	181.44
KOWALCHICK, ANTHONY update rows in GIS	.50	75.60	37.80
Totals	28.80		2,177.28
Total Labor			2,177.28

CITY OF GROSSE POINTE WOODS
 CLERKS DEPARTMENT

APR 12 2023

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Billing Limits	Current	Prior	To-Date
Total Billings	2,177.28	16,065.04	18,242.32
Limit			21,000.00
Remaining			2,757.68

Total this Invoice \$2,177.28

Outstanding Invoices

Number	Date	Balance
0138742	9/13/2022	(684.06)
Total		(684.06)

P047063
 #592-537-977.000
 ok-gjk
 sm 4/12/23
 FS 4-12-23

Please include the project number and invoice number on your check



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INVOICE

April 4, 2023
 Project No: 0160-0426-0
 Invoice No: 0143202

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE
 20025 MACK AVENUE
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0426-0 2020-2021 WATER MAIN REPLACEMENT PROGRA
 FOR: CONSTRUCTION ADMINISTRATION AND OBSERVATION
 PURCHASE ORDER #20-46057
 PURCHASE ORDER #21-46244

Professional Services from February 13, 2023 to March 12, 2023

Professional Personnel

	Hours	Rate	Amount	
PRINTS				
ENGINEERING AIDE II	.30	66.90	20.07	
CONTRACT ADMINISTRATION				
PRINCIPAL ENGINEER	2.00	111.20	222.40	
LICENSED ENG/SUR/ARC	10.00	111.20	1,112.00	
TEAM LEADER	2.50	90.20	225.50	
ENGINEERING AIDE III	1.70	75.60	128.52	
ENGINEERING AIDE I	.70	60.40	42.28	
CONSTRUCTION OBSERVATION				
ENGINEERING AIDE III	58.00	75.60	4,384.80	
Totals	75.20		6,135.57	
Total Labor				6,135.57

Billing Limits	Current	Prior	To-Date
Total Billings	6,135.57	268,014.44	274,150.01
Limit			325,000.00
Remaining			50,849.99

Total this Invoice \$6,135.57

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APR 12 2023

CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

PO 46057
 # 592-537-977.310
 OK - J.K
 SM 4/12/23
 FS 4-12-23



ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

April 4, 2023
 Project No: 0160-0435-0
 Invoice No: 0143203

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE
 20025 MACK AVENUE
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0435-0 2021 MISC. CONCRETE REPAIR

P.O. 21-46682
 FOR: CONSTRUCTION INSPECTION AND ADMINISTRATION
Professional Services from February 13, 2023 to March 12, 2023
 Professional Personnel

	Hours	Rate	Amount	
QUANTITIES				
ENGINEERING AIDE III	1.50	75.60	113.40	
CONTRACT ADMINISTRATION				
TEAM LEADER	4.50	90.20	405.90	
ENGINEERING AIDE III	2.00	75.60	151.20	
ENGINEERING AIDE I	.30	60.40	18.12	
Totals	8.30		688.62	
Total Labor				688.62
Billing Limits	Current	Prior	To-Date	
Total Billings	688.62	82,989.64	83,678.26	
Limit			109,000.00	
Remaining			25,321.74	
		Total this Invoice		\$688.62

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 APR 12 2023
 CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

P046682
 #202-451-974.200 \$158.38
 #203-451-974-200 \$103.30
 #585-571-978.300 \$268.56
 #592-537-975.400 \$158.38
 OK - J.K
 Sm 4/12/23
 FS 4-12-23



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

51701 Schoolcraft Road, Grosse Pointe Woods, MI 48237
588.754.1294 www.aew.com

April 4, 2023

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

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APR 12 2023

Reference: 2021 Water Main Replacement Program
Hollywood, Severn & Christine Court
AEW Project No. 0160-0426

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Dear Mrs. Murphy:

Enclosed please find Construction Pay Estimate No. 12 for the above referenced project. For work performed through March 31, 2023 we recommend issuing payment for the **Net Earnings this Period (see Page 2)** in the amount of **\$58,280.00** to Fontana Construction, Inc., 6340 Sims Drive, Sterling Heights, MI 48313

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

Sincerely,

Ross T. Wilberding

Ross T. Wilberding, PE
Project Manager

cc: Frank Schulte, City Administrator
Jim Kowalski, Director of Public Services
Jeanne Duffy, Grosse Pointe Woods
Susan Como, Assistant City Administrator
Fontana Construction, Inc.

PO46244
592-537-977.300

OK - J.K.

SM 4/12/23

FA 4-12-23



Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

4/4/2023 2:15 PM

FieldManager 5.3c

Contract: .0160-0426, 2021 Water Main Replacement Program

Estimate No.	Estimate Date	Entered By	Estimate Type	Managing Office	
12	3/31/2023	Michelle Ankawi	Semi-Monthly	Anderson, Eckstein and Westrick, Inc.	
All Contract Work Completed		Construction Started Date	Prime Contractor		
		7/6/2021	Fontana Construction, Inc. 6340 Sims Drive Sterling Heights MI 48313		

Comments

Current Contract Amount: \$1,625,631.70
% Completed: 77%

Item Usage Summary

Project: MISC, Various Locations
Category: 0000,

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
_ Water Serv, Special	Ea	8237050	0525	0525	00	000	6.000	2,980.00	\$17,880.00
Water Serv	Ea	8230240	0500	0500	00	000	3.000	800.00	\$2,400.00
Water Serv, Long	Ea	8230245	0505	0505	00	000	2.000	1,500.00	\$3,000.00
Subtotal for Category 0000:									\$23,280.00
Subtotal for Project MISC:									\$23,280.00
Total Estimated Item Payment:									\$23,280.00

Time Charges

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

Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
MISC, Various Locations	0007	\$23,280.00	\$0.00	\$23,280.00
Voucher Total:				\$23,280.00



Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

4/4/2023 2:15 PM

FieldManager 5.3c

Summary

Current Voucher Total:	\$23,280.00	Earnings to date:	\$1,255,537.75
-Current Retainage:	(\$35,000.00)	- Retainage to date:	\$5,000.00
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
Total Estimated Payment:	\$58,280.00	Net Earnings to date:	\$1,250,537.75
		- Payments to date:	\$1,192,257.75
		Net Earnings this period:	\$58,280.00

Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document.

Ross T. Wilberding

04 / 04 / 2023

Ross T. Wilberding, PE

(Date)



Construction Pay Estimate Amount Balance Report

Estimate: 12

4/4/2023 2:15 PM

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c

Contract: .0160-0426, 2021 Water Main Replacement Program

Project: Christine Ct., Vernier to end of cul-de-sac

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0110	_ Catch Basin Cover, Restricted, GPW	4037050	2.000	Ea		2.000	2.000	100%	501.00000	\$1,002.00
0115	_ Combined Manhole Cover, GPW	4037050	2.000	Ea		1.000	1.000	50%	488.00000	\$488.00
0120	_ Dr Structure Trap, 12 inch	4037050	2.000	Ea		0.000			50.00000	
0035	_ Driveway, Rem	2047011	85.000	Syd		133.160	133.160	157%	9.00000	\$1,198.44
0080	_ External Structure Wrap, 18 inch	4027050	4.000	Ea		0.000			600.00000	
0215	_ Fire Hydrant Assembly	8237050	1.000	Ea		1.000	1.000	100%	5,100.00000	\$5,100.00
0070	_ Geogrid	3087011	1,040.000	Syd		1,016.680	1,016.680	98%	5.00000	\$5,083.40
0205	_ Irrigation Pipe, Furn and Install	8237001	240.000	Ft		0.000			0.01000	
0130	_ Pop-Up Emitter, Storm Drain, Residential	4047050	1.000	Ea		1.000	1.000	100%	50.00000	\$50.00
0180	_ Proposed Trees	8157050	4.000	Ea		0.000			500.00000	
0255	_ Rubbish Pickup	8507051	0.200	LS		0.200	0.200	100%	500.00000	\$100.00
0085	_ Sanitary Lead Repair	4027050	2.000	Ea		0.000			1,000.00000	
0220	_ Sprinkler Head	8237050	15.000	Ea		0.000			0.01000	
0225	_ Sprinkler Head, Adj	8237050	15.000	Ea		0.000			0.01000	
0040	_ Station Grading	2057002	3.000	Sta		3.000	3.000	100%	3,000.00000	\$9,000.00
0045	_ Subgrade Undercutting, Modified	2057021	400.000	Cyd		0.000			40.00000	
0050	_ Subgrade Undercutting, Special	2057021	250.000	Cyd		0.000			30.00000	
0175	_ Traffic Control, Christine Ct	8127050	1.000	Ea		1.000	1.000	100%	5,000.00000	\$5,000.00
0230	_ Water Main Connection, 6 inch	8237050	1.000	Ea		1.000	1.000	100%	2,100.00000	\$2,100.00
0250	_ Water Main, Abandon	8237051	1.000	LS		0.000			1,000.00000	
0210	_ Water Main, PVC, SDR 14, 8 inch, Tr Det G	8237001	270.000	Ft		0.000			125.00000	
0235	_ Water Serv, Extend, Modified	8237050	5.000	Ea		0.000			500.00000	
0240	_ Water Serv, Modified	8237050	5.000	Ea		6.000	6.000	120%	580.00000	\$3,480.00
0245	_ Water Serv, Special	8237050	1.000	Ea		0.000			2,980.00000	
0060	Aggregate Base, 8 inch	3020020	1,040.000	Syd		1,039.680	1,039.680	99%	25.00000	\$25,992.00
0135	Conc Pavt w/ Int Curb, Nonreinf, 7 inch	6020162	930.000	Syd		937.800	937.800	101%	69.00000	\$64,708.20
0090	Dr Structure Cover, Adj, Case 1	4030005	2.000	Ea		1.000	1.000	50%	400.00000	\$400.00
0095	Dr Structure, 24 inch dia	4030200	1.000	Ea		1.000	1.000	100%	2,000.00000	\$2,000.00

Contract: .0160-0426

Estimate: 12

Page 1 of 7



Construction Pay Estimate Amount Balance Report

Estimate: 12

Anderson, Eckstein and Westrick, Inc.

4/4/2023 2:15 PM

FieldManager 5.3c

Project: Christine Ct., Vernier to end of cul-de-sac

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0100	Dr Structure, 48 inch dia	4030210	1.000	Ea		1.000	1.000	100%	4,000.00000	\$4,000.00
0015	Dr Structure, Rem	2030011	2.000	Ea		2.000	2.000	100%	500.00000	\$1,000.00
0105	Dr Structure, Tap, 12 inch	4030312	1.000	Ea		1.000	1.000	100%	500.00000	\$500.00
0160	Driveway, Nonreinf Conc, 6 inch	8010005	85.000	Syd		128.530	128.530	151%	50.00000	\$6,426.50
0055	Ero Con, Inlet Protection, Fabric Drop	2080020	2.000	Ea		0.000			90.00000	
0200	Hydrant, Rem	8230091	1.000	Ea		1.000	1.000	100%	475.00000	\$475.00
0140	Joint, Expansion, E2	6020207	66.000	Ft		0.000			23.00000	
0150	Joint, Expansion, Erg	6030021	22.000	Ft		34.200	34.200	155%	18.00000	\$615.60
0145	Joint, Plane-of-Weakness, W	6020211	650.000	Ft		996.300	996.300	153%	6.00000	\$5,977.80
0155	Lane Tie, Epoxy Anchored	6030030	30.000	Ea		0.000			5.00000	
0065	Maintenance Gravel	3060020	300.000	Ton		0.000			20.00000	
0005	Mobilization, Max 3%	1500001	0.200	LS		0.200	0.200	100%	25,000.00000	\$5,000.00
0025	Pavt, Rem	2040050	930.000	Syd		931.200	931.200	100%	10.00000	\$9,312.00
0075	Sewer, CI IV, 12 inch, Tr Det B	4020987	20.000	Ft		38.900	38.900	195%	50.00000	\$1,945.00
0020	Sewer, Rem, Less than 24 inch	2030015	20.000	Ft		61.000	61.000	305%	40.00000	\$2,440.00
0165	Sidewalk, Conc, 4 inch	8030044	100.000	Sft		1,223.600	1,223.600	1224%	4.50000	\$5,506.20
0170	Sidewalk, Conc, 6 inch	8030046	300.000	Sft		244.500	244.500	82%	4.75000	\$1,161.38
0030	Sidewalk, Rem	2040055	11.000	Syd		151.350	151.350	1376%	9.00000	\$1,362.15
0185	Sodding	8160055	340.000	Syd		362.560	362.560	107%	5.00000	\$1,812.80
0190	Topsoil Surface, Furn, 3 inch	8160061	340.000	Syd		362.560	362.560	107%	4.00000	\$1,450.24
0010	Tree, Rem, 6 inch to 18 inch	2020004	4.000	Ea		3.000	3.000	75%	500.00000	\$1,500.00
0125	Underdrain, Subgrade, 4 inch	4040071	660.000	Ft		637.000	637.000	97%	15.00000	\$9,555.00
0195	Water, Sodding/Seeding	8160090	18.000	Unit		0.000			75.00000	

Subtotal for Category 0000: 185741.71

Subtotal for Project Christine Ct.: 185741.71



Construction Pay Estimate Amount Balance Report

Estimate: 12

Anderson, Eckstein and Westrick, Inc.

4/4/2023 2:15 PM

FieldManager 5.3c

Project: Hollywood, Marter to Goethe

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0260	_ Audio Visual Record of the Construction Influence Area	1027051	0.500	LS		0.500	0.500	100%	5,000.00000	\$2,500.00
0300	_ Driveway, Rem	2047011	500.000	Syd		115.870	115.870	23%	9.00000	\$1,042.83
0445	_ Fire Hydrant Assembly	8237050	5.000	Ea		5.000	5.000	100%	5,100.00000	\$25,500.00
0450	_ Gate Well Cover, GPW	8237050	2.000	Ea		3.000	3.000	150%	488.00000	\$1,464.00
0435	_ Irrigation Pipe, Furn and Install	8237001	970.000	Ft		31.000	31.000	3%	0.01000	\$0.31
0380	_ Proposed Trees	8157050	30.000	Ea		40.000	40.000	133%	500.00000	\$20,000.00
0485	_ Rubbish Pickup	8507051	0.300	LS		0.300	0.300	100%	500.00000	\$150.00
0320	_ Sanitary Lead Repair	4027050	20.000	Ea		5.000	5.000	25%	1,000.00000	\$5,000.00
0755	_ Sanitary Lead Repair	8237050	1.000	Ea		1.000	1.000	100%	7,700.40000	\$7,700.40
0455	_ Sprinkler Head	8237050	100.000	Ea		0.000			0.01000	
0460	_ Sprinkler Head, Adj	8237050	100.000	Ea		4.000	4.000	4%	0.01000	\$0.04
0480	_ Temporary Water Service	8237051	0.400	LS		0.400	0.400	100%	25,000.00000	\$10,000.00
0375	_ Traffic Control, Hollywood	8127050	1.000	Ea		1.000	1.000	100%	3,000.00000	\$3,000.00
0465	_ Water Main Connection, 8 inch	8237050	2.000	Ea		2.000	2.000	100%	2,100.00000	\$4,200.00
0440	_ Water Main, HDPE, DR11, 8 inch, Pipe Bur st	8237001	1,852.000	Ft		2,130.600	2,130.600	115%	95.00000	\$202,407.00
0470	_ Water Serv, Modified	8237050	82.000	Ea		88.000	88.000	107%	580.00000	\$51,040.00
0475	_ Water Serv, Special	8237050	10.000	Ea		0.000			2,980.00000	
0310	Aggregate Base, 6 inch	3020016	600.000	Syd		0.000			9.00000	
0285	Curb and Gutter, Rem	2040020	40.000	Ft		0.000			20.00000	
0350	Curb Ramp Opening, Conc	8030030	16.000	Ft		0.000			25.00000	
0345	Detectable Warning Surface	8030010	14.000	Ft		0.000			40.00000	
0340	Driveway, Nonreinf Conc, 6 inch	8010005	500.000	Syd		118.310	118.310	24%	50.00000	\$5,915.50
0305	Ero Con, Inlet Protection, Fabric Drop	2080020	6.000	Ea		0.000			90.00000	
0295	Exploratory Investigation, Vertical	2040080	300.000	Ft		0.000			125.00000	
0400	Gate Valve, 8 inch	8230062	2.000	Ea		3.000	3.000	150%	2,000.00000	\$6,000.00
0430	Gate Well, 60 inch dia	8230360	2.000	Ea		3.000	3.000	150%	2,900.00000	\$8,700.00
0405	Gate Well, Rem	8230076	2.000	Ea		2.000	2.000	100%	475.00000	\$950.00
0410	Hydrant, Rem	8230091	5.000	Ea		5.000	5.000	100%	475.00000	\$2,375.00

Contract: .0160-0426

Estimate: 12

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Construction Pay Estimate Amount Balance Report

Estimate: 12

4/4/2023 2:15 PM

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c

Project: Hollywood, Marter to Goethe

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0325	Lane Tie, Epoxy Anchored	6030030	250.000	Ea		0.000			5.00000	
0315	Maintenance Gravel	3060020	300.000	Ton		75.640	75.640	25%	20.00000	\$1,512.80
0265	Mobilization, Max 3%	1500001	0.300	LS		0.300	0.300	100%	25,000.00000	\$7,500.00
0330	Pavt Repr, Nonreinf Conc, 7 inch	6030042	201.660	Syd		0.000			55.00000	
0335	Pavt Repr, Rem	6030080	600.000	Syd		0.000			10.00000	
0355	Sidewalk Ramp, Conc, 4 inch	8030034	100.000	Sft		0.000			5.00000	
0360	Sidewalk Ramp, Conc, 6 inch	8030036	125.000	Sft		0.000			6.00000	
0365	Sidewalk, Conc, 4 inch	8030044	900.000	Sft		1,495.500	1,495.500	166%	4.50000	\$6,729.75
0370	Sidewalk, Conc, 6 inch	8030046	200.000	Sft		69.500	69.500	35%	4.75000	\$330.13
0290	Sidewalk, Rem	2040055	100.000	Syd		163.477	163.477	163%	9.00000	\$1,471.29
0385	Sodding	8160055	2,500.000	Syd		1,297.640	1,297.640	52%	5.00000	\$6,488.20
0390	Topsoil Surface, Furn, 3 inch	8160061	2,500.000	Syd		1,297.640	1,297.640	52%	4.00000	\$5,190.56
0270	Tree, Rem, 19 inch to 36 inch	2020002	10.000	Ea		11.000	11.000	110%	1,200.00000	\$13,200.00
0275	Tree, Rem, 37 inch or Larger	2020003	2.000	Ea		2.000	2.000	100%	2,000.00000	\$4,000.00
0280	Tree, Rem, 6 inch to 18 inch	2020004	20.000	Ea		14.000	14.000	70%	500.00000	\$7,000.00
0415	Water Main, 8 inch, Cut and Plug	8230132	2.000	Ea		0.000			327.00000	
0420	Water Serv	8230240	5.000	Ea		4.000	4.000	80%	800.00000	\$3,200.00
0425	Water Serv, Long	8230245	5.000	Ea		0.000			1,500.00000	
0395	Water, Sodding/Seeding	8160090	100.000	Unit		0.000			75.00000	
Subtotal for Category 0000:										414567.81
Subtotal for Project Hollywood:										414567.81



Construction Pay Estimate Amount Balance Report

Estimate: 12

4/4/2023 2:15 PM

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c

Project: MISC, Various Locations

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0765	_ 1491 Anita Lead Service Line Replacement	8237050	1.000	Ea		1.000	1.000	100%	5,317.60000	\$5,317.60
0785	_ Bournemouth Water Leak Repair	8237050	0.000	Ea		0.000			4,917.50000	
0795	_ Curb Stop and Box	8237050	0.000	Ea		0.000			300.00000	
0520	_ Gate Well Cover, GPW	8237050	2.000	Ea		0.000			488.00000	
0775	_ Price Adjustment for LSLRs Completed	8237051	0.000	LS		0.000			0.01000	
0780	_ Sanitary Lead Reconnect	4027050	0.000	Ea		0.000			0.01000	
0490	_ Traffic Control, Miscellaneous	8127050	1.000	Ea		0.000			3,000.00000	
0515	_ Water Main, Remove	8237001	20.000	Ft		15.000	15.000	75%	10.00000	\$150.00
0525	_ Water Serv, Special	8237050	25.000	Ea	6.000	39.000	39.000	156%	2,980.00000	\$116,220.00
0810	_ Water Serv, Special	8237050	0.000	Ea		0.000			4,980.00000	
0760	_ Water Service Repair	8237050	1.000	Ea		1.000	1.000	100%	8,891.00000	\$8,891.00
0495	Gate Valve, 8 inch	8230062	2.000	Ea		0.000			2,000.00000	
0510	Gate Well, 60 inch dia	8230360	2.000	Ea		0.000			2,900.00000	
0500	Water Serv	8230240	10.000	Ea	3.000	7.000	7.000	70%	800.00000	\$5,600.00
0805	Water Serv	8230240	0.000	Ea		0.000			1,050.00000	
0505	Water Serv, Long	8230245	15.000	Ea	2.000	8.000	8.000	53%	1,500.00000	\$12,000.00
0800	Water Serv, Long	8230245	0.000	Ea		0.000			1,750.00000	

Subtotal for Category 0000: 148178.60

Subtotal for Project MISC: 148178.60

Project: Severn, Mack to Craig

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0530	_ Audio Visual Record of the Construction influence Area	1027051	0.500	LS		0.500	0.500	100%	5,000.00000	\$2,500.00

Contract: .0160-0426

Estimate: 12

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Construction Pay Estimate Amount Balance Report

Estimate: 12

4/4/2023 2:15 PM

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c

Project: Severn, Mack to Craig

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0565	_ Driveway, Rem	2047011	500.000	Syd		88.960	88.960	18%	9.00000	\$800.64
0710	_ Fire Hydrant Assembly	8237050	4.000	Ea		5.000	5.000	125%	5,100.00000	\$25,500.00
0715	_ Gate Well Cover, GPW	8237050	7.000	Ea		4.000	4.000	57%	488.00000	\$1,952.00
0700	_ Irrigation Pipe, Furn and Install	8237001	1,500.000	Ft		94.290	94.290	6%	0.01000	\$0.94
0645	_ Proposed Trees	8157050	30.000	Ea		0.000			500.00000	
0750	_ Rubbish Pickup	8507051	0.500	LS		0.500	0.500	100%	500.00000	\$250.00
0585	_ Sanitary Lead Repair	4027050	2.000	Ea		0.000			1,000.00000	
0720	_ Sprinkler Head	8237050	100.000	Ea		4.000	4.000	4%	0.01000	\$0.04
0725	_ Sprinkler Head, Adj	8237050	100.000	Ea		4.000	4.000	4%	0.01000	\$0.04
0745	_ Temporary Water Service	8237051	0.600	LS		0.600	0.600	100%	25,000.00000	\$15,000.00
0640	_ Traffic Control, Severn & Craig	8127050	1.000	Ea		1.000	1.000	100%	3,000.00000	\$3,000.00
0730	_ Water Main Connection, 8 inch	8237050	4.000	Ea		4.000	4.000	100%	2,100.00000	\$8,400.00
0705	_ Water Main, HDPE, DR11, 8 inch, Pipe Bur st	8237001	3,350.000	Ft		3,321.000	3,321.000	99%	95.00000	\$315,495.00
0735	_ Water Serv, Modified	8237050	86.000	Ea		83.000	83.000	97%	580.00000	\$48,140.00
0740	_ Water Serv, Special	8237050	15.000	Ea		2.000	2.000	13%	2,980.00000	\$5,960.00
0575	Aggregate Base, 6 inch	3020016	600.000	Syd		25.500	25.500	4%	9.00000	\$229.50
0555	Curb and Gutter, Rem	2040020	40.000	Ft		0.000			20.00000	
0615	Curb Ramp Opening, Conc	8030030	32.000	Ft		0.000			25.00000	
0610	Detectable Warning Surface	8030010	35.000	Ft		20.000	20.000	57%	40.00000	\$800.00
0605	Driveway, Nonreinf Conc, 6 inch	8010005	500.000	Syd		60.560	60.560	12%	50.00000	\$3,028.00
0570	Ero Con, Inlet Protection, Fabric Drop	2080020	5.000	Ea		0.000			90.00000	
0665	Gate Valve, 8 inch	8230062	7.000	Ea		4.000	4.000	57%	2,000.00000	\$8,000.00
0695	Gate Well, 60 inch dia	8230360	7.000	Ea		4.000	4.000	57%	2,900.00000	\$11,600.00
0670	Gate Well, Rem	8230076	7.000	Ea		5.000	5.000	71%	475.00000	\$2,375.00
0675	Hydrant, Rem	8230091	4.000	Ea		5.000	5.000	125%	475.00000	\$2,375.00
0590	Lane Tie, Epoxy Anchored	6030030	250.000	Ea		21.000	21.000	8%	5.00000	\$105.00
0580	Maintenance Gravel	3060020	300.000	Ton		0.000			20.00000	
0535	Mobilization, Max 3%	1500001	0.500	LS		0.500	0.500	100%	25,000.00000	\$12,500.00

Contract: .0160-0426

Estimate: 12

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Construction Pay Estimate Amount Balance Report

Estimate: 12

Anderson, Eckstein and Westrick, Inc.

4/4/2023 2:15 PM

FieldManager 5.3c

Project: Severn, Mack to Craig

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0595	Pavt Repr, Nonreinf Conc, 7 inch	6030042	600.000	Syd		25.500	25.500	4%	55.00000	\$1,402.50
0600	Pavt Repr, Rem	6030080	600.000	Syd		25.500	25.500	4%	10.00000	\$255.00
0620	Sidewalk Ramp, Conc, 4 inch	8030034	100.000	Sft		0.000			5.00000	
0625	Sidewalk Ramp, Conc, 6 inch	8030036	100.000	Sft		161.400	161.400	161%	6.00000	\$968.40
0630	Sidewalk, Conc, 4 inch	8030044	900.000	Sft		779.500	779.500	87%	4.50000	\$3,507.75
0635	Sidewalk, Conc, 6 inch	8030046	200.000	Sft		0.000			4.75000	
0560	Sidewalk, Rem	2040055	100.000	Syd		156.320	156.320	156%	9.00000	\$1,406.88
0650	Sodding	8160055	2,750.000	Syd		1,188.660	1,188.660	43%	5.00000	\$5,943.30
0655	Topsoil Surface, Furn, 3 inch	8160061	2,750.000	Syd		1,188.660	1,188.660	43%	4.00000	\$4,754.64
0540	Tree, Rem, 19 inch to 36 inch	2020002	10.000	Ea		5.000	5.000	50%	1,200.00000	\$6,000.00
0545	Tree, Rem, 37 inch or Larger	2020003	2.000	Ea		1.000	1.000	50%	2,000.00000	\$2,000.00
0550	Tree, Rem, 6 inch to 18 inch	2020004	20.000	Ea		13.000	13.000	65%	500.00000	\$6,500.00
0680	Water Main, 8 inch, Cut and Plug	8230132	1.000	Ea		0.000			327.00000	
0685	Water Serv	8230240	7.000	Ea		6.000	6.000	86%	800.00000	\$4,800.00
0690	Water Serv, Long	8230245	8.000	Ea		1.000	1.000	13%	1,500.00000	\$1,500.00
0660	Water, Sodding/Seeding	8160090	105.000	Unit		0.000			75.00000	

Subtotal for Category 0000: 507049.63

Subtotal for Project Severn: 507049.63

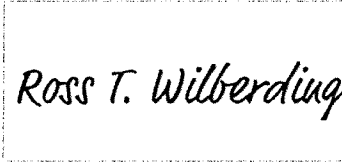
Percentage of Contract Completed(curr): 77%
 (total earned to date / total of all authorized work)

Total Amount Earned This Estimate: **\$23,280.00**

Total Amount Earned To Date: **\$1,255,537.75**

Signature Certificate

Reference number: T7ESC-DXFWB-JAPDW-FPEQZ

Signer	Timestamp	Signature
Ross T. Wilberding Email: rwilberding@aewinc.com		
Sent:	04 Apr 2023 18:34:20 UTC	
Viewed:	04 Apr 2023 18:37:21 UTC	
Signed:	04 Apr 2023 18:39:05 UTC	
Recipient Verification: ✓ Email verified	04 Apr 2023 18:37:21 UTC	IP address: 50.231.116.222 Location: Utica, United States

Document completed by all parties on:
04 Apr 2023 18:39:05 UTC

Page 1 of 1



Signed with PandaDoc

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Hallahan & Associates, P.C.

Attorneys at Law
 1750 S. Telegraph Road, Suite 202
 Bloomfield Hills, Michigan 48302-0179
 (248) 731-3089

Email

April 3, 2023

City of Grosse Pointe Woods
 c/o WCA Assessing
 Aaron P. Powers, MMAO, Managing Director
 38110 Executive
 Westland, MI 48185

Please include Invoice No.
with your payment

Invoice No. 20345

\$3,650.19

Professional services rendered through March 31, 2023

			Hours	Amount
<u>DRSN Real Estate GP LLC - 21-001599</u>				
03/01/23	SAO	Communicate with appraiser regarding draft report.	0.10	18.25
	KMM	Review/analyze transcripts of prior appeal for consistency with 2021 appraisal.	2.80	511.03
03/02/23	LMH	Telephone conference with John Widmer regarding appraisal; communicate with Seth O'Loughlin.	0.50	91.26
	SAO	Communicate with appraiser regarding appraisal.	0.10	18.25
03/03/23	SAO	Review information regarding protective order; discuss in firm; telephone call with appraiser; telephone call with client.	0.40	73.00
	KMM	In-firm discussion with S. O'Loughlin; research regarding protective order filing requirements.	0.50	91.26
	LMH	Communicate with Seth O'Loughlin regarding confidentiality agreement and appraisal.	0.50	91.26
03/05/23	SAO	Review appraisal and discuss in firm.	3.30	602.28
03/06/23	KMM	In-firm discussion with S. O'Loughlin; draft Motion to Require Petitioner to redact Respondent's Valuation Disclosure.	1.60	292.02
	SAO	Telephone call from opposing counsel; review emails to and from Tribunal; discuss in firm; telephone conference with Judge Abood and opposing counsel; review prehearing statement filed by petitioner; file Respondent's prehearing statement with Tribunal; Telephone conference with John Widmer (x2); review of draft appraisal; prepare email to opposing counsel.	3.10	565.78
	KMM	In-firm discussion with S. O'Loughlin regarding Tribunal conference call and need to redact valuation disclosure; in-firm discussion with L. Hallahan.	0.20	36.50
	LMH	Telephone call from John Widmer; communicate with Seth O'Loughlin; review of sections of Respondent's draft appraisal.	0.90	164.26
03/07/23	LMH	Review/analyze Petitioner's Prehearing Statement; review of Petitioner's appraisal; review of email communications.	1.90	346.77
	SAO	Review order regarding status conference and filing of valuation disclosures; discuss post valuation issues in firm.	0.30	54.75
03/08/23	KMM	Draft Respondent's post-valuation discovery requests.	0.90	164.26
	KMM	Received and reviewed corrected Order regarding Scheduling Conference; update dates in access.	0.20	36.50
03/13/23	SAO	Communicate in firm regarding witnesses listed by petitioner and post-valuation discovery; research listed valuation disclosure witness who is new to case.	0.40	73.00
	KMM	In-firm discussion with S. O'Loughlin regarding Petitioner's Prehearing Statement and Respondent's post-valuation discovery requests.	0.20	36.50
03/14/23	LMH	Communicate with opposing counsel.	0.20	36.50
03/16/23	SAO	Review file and email Petitioner regarding redaction and motion issues.	0.10	18.25
	LMH	Communicate with Seth O'Loughlin.	0.20	36.50
03/20/23	SAO	Telephone call from opposing counsel regarding redactions.	0.10	18.25
03/23/23	SAO	Review proposed redactions to appraisals and email opposing counsel; review case timeline for post-valuation discovery and what may be needed; email with opposing counsel.	1.40	255.51

RECEIVED

APR 11 2023

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

	<u>Hours</u>	<u>Amount</u>
03/24/23 SAO Review email from opposing counsel regarding filing of redacted reports.	0.10	18.25
Subtotal:	<u>20.00</u>	<u>3,650.19</u>
Subtotal of charges		<u>\$3,650.19</u>
Professional services rendered	<u>20.00</u>	<u>\$3,650.19</u>

Timekeeper Summary		<u>Hours</u>	<u>Rate</u>
<u>Name</u>			
Laura M. Hallahan		4.20	182.51
Kelsea M. Melcher		6.40	182.51
Seth A. O'Loughlin		9.40	182.51
Previous balance			\$3,476.40
Accounts receivable transactions			
3/6/2023 Payment received from City of Grosse Pointe Woods. Check No. 065812.			(\$1,833.84)
3/27/2023 Payment received from City of Grosse Pointe Woods. Check No. 065979.			(\$1,642.56)
Total payments and adjustments			<u>(\$3,476.40)</u>
AMOUNT DUE			<u><u>\$3,650.19</u></u>

101266801.300

SM 4/11/23

FS 4-11-23

JACOBS and DIEMER, P.C.
 Attorneys and Counselors at Law
 The Guardian Building, Suite 2825
 500 Griswold Street
 Detroit, MI 48226-3480
 (313) 965-1900

Tax I.D. 38-3510534

GPW USSIC
 Shawn Murphy, Treasurer
 City of Grosse Pointe Woods
 20025 Mack Plaza
 Grosse Pointe Woods MI 48236

Page: 1
 April 04, 2023
 Claim No: JPJPC-20222Q
 Statement No: 17

RECEIVED

APR 11 2023

USSIC v City of Grosse Pointe Woods

CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

For Professional Services through : 03/31/2023

					<u>Rate</u>	<u>Hours</u>	
02/08/2023	SMM	L510	A108	Communicate (other external) - E-mails (3) to and from B. Mahoney of ESi re: record requests for purposes of running conflict checks to determine if expert witnesses services can be rendered [JOINT TASK].	100.00	0.30	30.00
02/13/2023	EPC	L510	A108	Communicate (other external) - E-mails (4) to and from B. Mahoney re: client confirmation for purposes of expert reporting [JOINT TASK].	142.50	0.20	28.50
02/14/2023	SMM	L510	A108	Communicate (other external) - E-mails (2) to and from B. Mahoney re: client confirmation for purposes of expert reporting [JOINT TASK].	100.00	0.10	10.00
03/03/2023	TAD	L510	A104	Review/analyze Opinion and Order Granting Summary Disposition in the underlying case [JOINT TASK].	142.50	0.50	71.25
	SMM	L510	A104	Review/analyze Opinion and Order Granting Summary Disposition in the underlying case [JOINT TASK].	100.00	0.30	30.00
03/06/2023	TAD	L510	A105	Communicate (in firm) - Conference with Mr. Conn re: insurance coverage litigation strategy now that the underlying case has been dismissed [JOINT TASK].	142.50	0.50	71.25
	EPC	L510	A105	Communicate (in firm) - Conference with Mr. Diemer re: insurance coverage litigation strategy now that the underlying case has been dismissed [JOINT TASK].	142.50	0.50	71.25
	EPC	L510	A104	Review/analyze Court's Opinion and Order on Summary Disposition in underlying liability case and ascertain impact in the coverage case			

USSIC v City of Grosse Pointe Woods

					<u>Rate</u>	<u>Hours</u>	
				[JOINT TASK].	142.50	0.80	114.00
	EPC	L510	A108	Communicate (other external) - E-mail to Defense Team (lengthy) re: impact of Summary Disposition Opinion and Order in the coverage case [JOINT TASK].	142.50	0.50	71.25
	EPC	L510	A108	Communicate (other external) - E-mails (4) to and from Jonathan Walton re: Conference Call [JOINT TASK].	142.50	0.20	28.50
	SMM	L510	A108	Communicate (other external) - E-mail from ESi re: potential expert services [JOINT TASK].	100.00	0.10	10.00
03/07/2023	EPC	L510	A108	Communicate (other external) - E-mails (2) to and from Rola Khanafer, Judicial Attorney for Judge Allen re: Status Conference in light of the Opinion and Order in the underlying liability case [JOINT TASK].	142.50	0.10	14.25
	EPC	L510	A109	Appear for/attend Conference Call with Jonathan Walton re: next-steps post-Motion for Summary Disposition Order [JOINT TASK].	142.50	0.20	28.50
03/10/2023	SMM	L510	A104	Review/analyze mutual acceptance letters from ESi for expert witness services [JOINT TASK].	100.00	0.10	10.00
03/13/2023	SMM	L510	A108	Communicate (other external) - E-mails (2) to and from ESi re: dismissal of underlying liability case [JOINT TASK].	100.00	0.20	20.00
03/14/2023	EPC	L510	A108	Communicate (other external) - E-mail to Jonathan Walton re: Status Conference and conversation with Mr. Diemer regarding same [JOINT TASK].	142.50	0.10	14.25
03/20/2023	EPC	L510	A108	Communicate (other external) - E-mail to Jonathan Walton re: Status Conference [JOINT TASK].	142.50	0.10	14.25
	EPC	L510	A108	Communicate (other external) - E-mail to R. Khanafar re: Status Conference of 5/3/23 [JOINT TASK].	142.50	0.10	14.25
	EPC	L510	A103	Draft/revise our Memorandum re: jurisdictional considerations of cross-appeals [JOINT TASK].	142.50	0.50	71.25
03/21/2023	EPC	L510	A108	Communicate (other external) - E-mail from R. Khanafer re: confirming Status Conference at 9 am on 5/3/23 [JOINT TASK].	142.50	0.20	28.50
				For Current Services Rendered		5.60	751.25

USSIC v City of Grosse Pointe Woods

Total Fees and Costs: 751.25

Previous Balance \$4,412.00

Payments

03/02/2023

Payment - CK#65817 - Thank you! -4,412.00

Balance Due \$751.25

Billing History

<u>Fees</u>	<u>Expenses</u>	<u>Finance Charge</u>	<u>Payments</u>
128,690.25	1,944.21	0.00	129,883.21

Task Code Summary

		<u>Fees</u>	<u>Expenses</u>
L510	Appellate Motions and Submissions	751.25	0.00
L500	Appeal	751.25	0.00

Please Remit \$751.25

592530818000

SM 4/4/23

FS 4-4-23

Final Statement Run Totals 04/04/2023

Statements Printed:	1
Hours:	5.60
Fees:	751.25

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 550
SOUTHFIELD, MICHIGAN 48076
313.965.7610
FAX 313.965.4480
www.kellerthoma.com

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
Attention: Frank Schulte, City Administrator

April 01, 2023
Client: 000896
Matter: 000000
Invoice #: 123685

REGARDING: GENERAL MATTERS

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

TOTAL \$218.75

101265810.000

ok - F.S.

Sm 4/11/23

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APR 11 2023
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

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

April 01, 2023
Client: 000896
Matter: 000000
Invoice #: 123685

Page: 1

RE: GENERAL MATTERS

For Professional Services Rendered through March 31, 2023

DATE	ATTY	DESCRIPTION	HOURS
3/8/2023	GSR	Telephone call from and to Mr. Schulte regarding FMLA matter; preparation of correspondence regarding the same.	0.50
3/15/2023	GSR	Correspondence and telephone discussions with Jim Stackowski regarding Command contract; correspondence with Mr. Schulte regarding PSO contract.	0.50
3/23/2023	GSR	Correspondence with Director Kosanke regarding dispatch contract.	0.25
Total Services			\$218.75

ATTORNEY	HOURS	RATE	AMOUNT
GSR GOURI SASHITAL	1.25	\$175.00	\$218.75

Total Amount Due

\$218.75

ROSATI, SCHULTZ, JOPPICH & AMTSBUECHLER, P.C.
 27555 Executive Drive, Suite 250
 Farmington Hills, MI 48331
 (248) 489-4100 Tax ID# 38-3107356

April 11, 2023

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

Invoice # 1079252

In Reference To: General Counsel

RECEIVED

APR 12 2023

Professional Services Rendered Thru March 31, 2023

CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

	<u>Hrs/Rate</u>	<u>Amount</u>
<u>City Council</u>		
3/6/2023 DAW Review of agenda and backup; Attend regular City Council and Committee of the Whole meetings	1.60 \$145.00/hr	232.00
3/20/2023 DAW Attend meeting	0.90 \$145.00/hr	130.50
 SUBTOTAL:	 [2.50	 362.50]
<u>General Administration</u>		
3/1/2023 DAW Receipt/review correspondence from City Administrator with maps of 1627 Sunningdale	0.30 \$145.00/hr	43.50
DAW Telephone conference with City Administrator regarding maps of 1627 Sunningdale	0.30 \$145.00/hr	43.50
DAW Receipt/review correspondence from Clerk regarding summary of Council action on 2/27/23	0.10 \$145.00/hr	14.50

		<u>Hrs/Rate</u>	<u>Amount</u>
3/1/2023	DAW Receipt/review correspondence from City Administrator to City Clerk regarding 1627 Sunningdale	0.20 \$145.00/hr	29.00
3/2/2023	DAW Telephone conference with Director of Public Safety regarding Automatic Aid Agreement and Memorandum of Understanding; Student Resource Officer vehicle issue	0.40 \$145.00/hr	58.00
	DAW Receipt/review correspondence from Public Safety Director regarding letter to auto dealerships; Review and revise letter; Correspondence in response with revised letter; Receipt/review correspondence from Public Safety Director	0.60 \$145.00/hr	87.00
3/3/2023	DAW Receipt/review correspondence from City Administrator regarding Purple in the Pointes question; Correspondence in response	0.20 \$145.00/hr	29.00
	DAW Telephone conference with City Administrator regarding Purple in the Pointes and AED training	0.30 \$145.00/hr	43.50
	DAW Receipt/review correspondence from City Clerk with Council and Committee of the Whole agendas and packets	0.40 \$145.00/hr	58.00
3/7/2023	DAW Receipt/review correspondence from City Clerk and reply from Attorney Allen regarding two liquor license issues; Correspondence in response	0.40 \$145.00/hr	58.00
	DAW Receipt/review correspondence from City Clerk with summary of March 6, 2023 Council meeting	0.20 \$145.00/hr	29.00
3/8/2023	DAW Receipt/review correspondence from AT&T regarding generator lease. Correspondence to City Administrator; Receipt/review correspondence from City Administrator to AT&T	0.30 \$145.00/hr	43.50
	DAW Telephone conference with Attorney Allen regarding Crispelli's new liquor license application and Trattoria Andiamo transfer	0.40 \$145.00/hr	58.00

			<u>Hrs/Rate</u>	<u>Amount</u>
3/8/2023	DAW	Telephone conference with Mayor regarding Historical Commission term of office	0.20 \$145.00/hr	29.00
3/9/2023	DAW	Correspondence to City Clerk regarding new liquor license for Crispelli's and transfer for Trattoria Andiamo	0.40 \$145.00/hr	58.00
	DAW	Receipt/review correspondence from Planner to the applicant for a childcare facility	0.30 \$145.00/hr	43.50
	DAW	Receipt/review of multiple correspondence with attachments from Attorney Allen regarding liquor license issues; Receipt/review correspondence from City Clerk	0.50 \$145.00/hr	72.50
	DAW	Receipt/review correspondence from Michigan Liquor Control Commission Licensing Director and from Attorney Allen concerning process issue for a new quota liquor license	0.50 \$145.00/hr	72.50
3/10/2023	DAW	Receipt/review correspondence from City Clerk regarding status of Pendency's transfer and Crispelli's new license	0.20 \$145.00/hr	29.00
	DAW	Receipt/review correspondence from City Clerk regarding Public Hearings for Pendency's transfer and Crispelli's new license on 4/17	0.20 \$145.00/hr	29.00
	DAW	Telephone conference with City Administrator regarding claim of damage by homeowner at 1010 Christina Court	0.10 \$145.00/hr	14.50
3/13/2023	DAW	Receipt/review correspondence from Attorney Allen's office regarding Crispelli's and Trattoria Andiamo's liquor license issues	0.10 \$145.00/hr	14.50
3/14/2023	DAW	Receipt/review correspondence from Director of Public Safety with a quote from Hewlett Packard Enterprises for review; Review document and links to agreements; Correspondence to Public Safety Director	1.20 \$145.00/hr	174.00

			<u>Hrs/Rate</u>	<u>Amount</u>
3/14/2023	DAW	Begin review of Pendy's liquor license transfer application	0.60 \$145.00/hr	87.00
3/15/2023	DAW	Telephone conference with City Administrator and discussion concerning status and next steps on the Legacy Oaks matter	0.20 \$145.00/hr	29.00
3/16/2023	DAW	Telephone conference with Assistant City Administrator regarding Community Development Block Grant contract renewal and Council meeting items	0.30 \$145.00/hr	43.50
	DAW	Receipt/review of correspondence and Memo to Council from Assistant City Administrator regarding Community Development Block Grant funds and the Subrecipient Agreement with Wayne County (64 pages); Correspondence in response	0.50 \$145.00/hr	72.50
	DAW	Receipt/review of correspondence and additional information about the Hewlett Packard Enterprises/Carousel extension from the Public Safety Director; Correspondence in response with additional questions	0.40 \$145.00/hr	58.00
	DAW	Receipt/review correspondence from Public Safety Director and Hewlett Packard Enterprises; Correspondence in response	0.40 \$145.00/hr	58.00
	DAW	Telephone conference with City Clerk regarding liquor license applications for Pendy's and Crispelli's	0.10 \$145.00/hr	14.50
3/17/2023	DAW	Telephone conference with Public Safety Director regarding National Opioid Settlement and regarding Carousel/Hewlett Packard Enterprises Contract	0.40 \$145.00/hr	58.00
	DAW	Receipt/review correspondence from City Clerk with Agenda and packet for meeting on 3/20/23	0.80 \$145.00/hr	116.00
3/21/2023	DAW	Receipt/review correspondence from Clerk, Planner and Building Official regarding Pendy's and Crispelli's liquor license applications; Review Chapter 4;	0.60 \$145.00/hr	87.00

			<u>Hrs/Rate</u>	<u>Amount</u>
		Correspondence in response		
3/21/2023	DAW	Receipt/review correspondence from Cingular Wireless regarding License Agreement amendment; Revise and send changes to City Administrator	0.60 \$145.00/hr	87.00
	DAW	Preparation of draft response to Mr. Aouad regarding dispute with Building Department; Send draft response to City Administrator	0.40 \$145.00/hr	58.00
3/22/2023	DAW	Receipt/review of correspondence and summary of 3/20/23 Council meeting from City Clerk	0.20 \$145.00/hr	29.00
	DAW	Receipt/review correspondence from City Clerk to Planner with attached documents regarding Pendy's application to transfer a Classic liquor license	0.50 \$145.00/hr	72.50
	DAW	Receipt/review correspondence from City Clerk with examples of liquor license recommendation letters; Correspondence in response	0.40 \$145.00/hr	58.00
3/23/2023	DAW	Receipt/review correspondence from City Clerk regarding liquor license review letters	0.10 \$145.00/hr	14.50
	DAW	Telephone conference with Assistant City Administrator regarding hold harmless agreements needed for certain Building Department matters	0.40 \$145.00/hr	58.00
3/24/2023	DAW	Telephone conference with City Administrator to discuss cost recovery issues regarding the City's jail	0.20 \$145.00/hr	29.00
	DAW	Receipt/review correspondence from Assistant City Administrator requesting a Hold Harmless Agreement drafted for non-trade, uninspected improvements; Draft the document; Correspondence to Assistant City Administrator with draft	1.30 \$145.00/hr	188.50
3/26/2023	DAW	Receipt/review of correspondence and Hampton Road construction contract from Assistant City Administrator	0.70 \$145.00/hr	101.50

		<u>Hrs/Rate</u>	<u>Amount</u>
3/27/2023	DAW Receipt/review correspondence from Planner regarding issues with Pendency's and Crispelli's applications for liquor licenses; Telephone conference from City Clerk regarding liquor license issues; Review ordinance provisions	1.10 \$145.00/hr	159.50
	DAW Review and approval of bonds and insurance provided for Hampton Road project; Correspondence to Assistant City Administrator with executed documents	0.20 \$145.00/hr	29.00
3/28/2023	DAW Receipt/review correspondence from City Clerk with election documents from August 3, 2004 regarding raising the number of Class C / Tavern licenses from 7 to 11; Begin review of Michigan Liquor Control database and statutes	0.70 \$145.00/hr	101.50
	DAW Telephone conference with City Administrator (2) regarding Crispelli's liquor license issues	0.20 \$145.00/hr	29.00
3/29/2023	DAW Telephone conference with City Clerk to discuss Michigan Liquor Control Commission issues regarding Crispelli's and Pendency's	0.50 \$145.00/hr	72.50
	DAW Telephone conference with City Administrator regarding liquor licenses and easement vacation issue	0.10 \$145.00/hr	14.50
	DAW Telephone conference with Attorney Tomlinson regarding Legacy Oaks and next steps	0.20 \$145.00/hr	29.00
	DAW Telephone conference with and correspondence to Attorney Allen regarding Crispelli's liquor license issues	0.20 \$145.00/hr	29.00
3/30/2023	DAW Telephone conference with Assistant City Administrator regarding immediate certification of minutes - Finance Committee	0.30 \$145.00/hr	43.50
	DAW Receipt/review correspondence from Public Safety Director regarding Memo to Council regarding National Opioid Litigation settlements;	0.20 \$145.00/hr	29.00

		<u>Hrs/Rate</u>	<u>Amount</u>
Correspondence in response			
3/30/2023	DAW	Receipt/review of correspondence with documents (54 pages) from City Clerk for 1627 Sunningdale regarding history of the easement and vacated street; Correspondence to City Administrator	1.40 \$145.00/hr 203.00
	DAW	Receipt/review correspondence from Assistant City Administrator to Giffels Webster Engineers regarding expired certificate of insurance	0.10 \$145.00/hr 14.50
3/31/2023	DAW	Telephone conference with Attorney Allen regarding Michigan Liquor Control Commission record discrepancies concerning quota licenses	0.40 \$145.00/hr 58.00
	DAW	Receipt/review correspondence from Attorney Allen to Michigan Liquor Control Commission regarding quota license discrepancies	0.20 \$145.00/hr 29.00
	DAW	Receipt/review correspondence from City Administrator to Public Services Director	0.20 \$145.00/hr 29.00
	DAW	Telephone conference with City Administrator regarding photos of a basement on BS&A system	0.10 \$145.00/hr 14.50
SUBTOTAL:		[23.00	3,335.00]
<u>Litigation</u>			
3/3/2023	DAW	Receipt/review correspondence from Attorney McGraw (3) with Court Opinion in the Dubrulle v GPW matter; Correspondence in response	0.80 \$145.00/hr 116.00
3/6/2023	DAW	Receipt/review correspondence from Eric Conn and from City Administrator regarding Judge Berry's opinion on the Dubrulle v GPW and USSIC v GPW matter; Review opinion	0.30 \$145.00/hr 43.50
3/7/2023	DAW	Receipt/review correspondence from Attorney McGraw with the Court's Opinion and Order of Dismissal on the Dubrulle v GPW matter	0.30 \$145.00/hr 43.50

		<u>Hrs/Rate</u>	<u>Amount</u>
3/14/2023	DAW Receipt/review correspondence from Attorney General Nessel regarding Ms. Martin's eligibility for expungement in the case of People v Jasmine Martin; Forward correspondence to Attorney Tomlinson; Receipt/review correspondence from Attorney Tomlinson	0.20 \$145.00/hr	29.00
3/20/2023	DAW Receipt/review of correspondence and Participation Package for Teva, Allergan, CVS and Walmart from Public Safety Director regarding the National Opioid Settlement; Review documents (30 pages) and correspondence in response	0.70 \$145.00/hr	101.50
3/21/2023	DAW Opioid Class Action: Receipt/review of correspondence and December 2021 resolution from City Clerk regarding authority to accept previous settlements; Correspondence to City Clerk and Public Safety Director	0.40 \$145.00/hr	58.00
3/22/2023	DAW Preparation of draft resolution to accept the CVS, Walmart, Teva and Allergan settlements, as well as authorizing the City Administrator to execute future settlement documents regarding other Defendants with regard to the National Opioid Litigation; Correspondence to Public Safety Director with draft.	1.20 \$145.00/hr	174.00
3/24/2023	DAW Receipt/review correspondence from Assistant Attorney General regarding eligibility for expungement; Correspondence with letter sent to Tim Tomlinson regarding People v Kayonta Burns	0.20 \$145.00/hr	29.00
3/29/2023	DAW Receipt/review of correspondence and memorandum to Council regarding participation in the CVS, Walmart, Teva, Allergan settlements, as well as future settlement from the Public Safety Director regarding the National Opioid Litigation; Correspondence in response	0.30 \$145.00/hr	43.50
3/31/2023	DAW Receipt/review correspondence from Attorney McGraw on the Dubrulle v GPW matter regarding Plaintiff's filing an appeal; Receipt/review	0.40 \$145.00/hr	58.00

correspondence from City Administrator to Attorney
Conn; Receipt/review of reply

	<u>Hrs/Rate</u>	<u>Amount</u>
SUBTOTAL:	[4.80	696.00]
For professional services rendered	30.30	\$4,393.50

Additional charges:

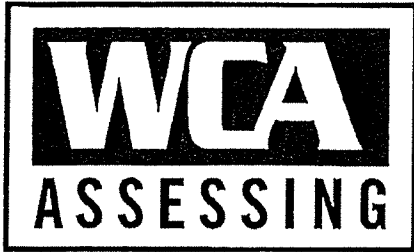
	<u>Qty/Price</u>	
<u>City Council</u>		
3/6/2023 Attorney Mileage - Council and Committee of the Whole Meetings [D. Walling]	73 0.65	47.45
3/20/2023 Attorney Mileage - Council Meeting [D. Walling]	73 0.65	47.45
SUBTOTAL:		[94.90]
Total costs		\$94.90
Total amount of this bill		\$4,488.40
Previous balance		\$3,100.40
3/23/2023 Payment - thank you. Check No. 66000		(\$3,100.40)
Balance due	101266801.000	\$4,488.40

Sm 4/11/23 FS-4-11-23

Please include your Invoice Number on your payment. Thank you.

Attorney Summary

Name	<u>Hours</u>	<u>Rate</u>
Debra A. Walling, Associate	30.30	145.00



RECEIVED

APR 12 2023

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

April 11, 2023

Invoice 04112023

City of Grosse Pointe Woods
Accounts Payable
20025 Mack
Grosse Pointe Woods, MI 48236

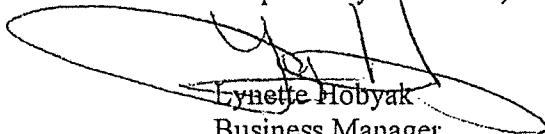
RE: May 2023 Services

For contract assessing services rendered:

Contract Fee (\$82,007 ÷ 12)..... \$ 6,833.50

TOTAL AMOUNT DUE \$ 6,833.50

Respectfully submitted,


Lynette Hobyak
Business Manager

101257818.000

SM 4/11/23

FS 4-11-23

38110 N. Executive Drive, Suite 100
Westland, MI 48185

734-595-7727 Office
734-595-7736 Fax

York, Dolan & Tomlinson, P.C.

INVOICE

22600 Hall Road, Ste. 205
Clinton Township, MI 48036

Invoice # 86
Date: 04/03/2023
Due On: 05/03/2023

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

RECEIVED

APR 11 2023

00003-City of Grosse Pointe Woods

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Planning and Zoning

Type	Date	Notes	Quantity	Rate	Total
Service	03/01/2023	TC w/ Schulte re: Legacy Oaks	0.20	\$155.00	\$31.00
Service	03/07/2023	TC w/ L. Scott re: Legacy Oaks	0.20	\$155.00	\$31.00
Service	03/21/2023	Legacy Oaks - Review Building file, planning documents, conditional rezoning contract and zoning ordinance	2.50	\$155.00	\$387.50
Service	03/21/2023	Research Legacy Oaks issues	1.00	\$155.00	\$155.00
Service	03/29/2023	Legacy Oaks - Review COT, Planning and City Council Minutes	1.00	\$155.00	\$155.00
Service	03/29/2023	TC w/ D. Walling re: Legacy Oaks	0.20	\$155.00	\$31.00
				Subtotal	\$790.50

00008-City of Grosse Pointe Woods

Prosecutions

Type	Date	Notes	Quantity	Rate	Total
Service	03/01/2023	P v Nelson - Rec and Rev email w/ Demand for Discovery; Email DPS	0.30	\$155.00	\$46.50
Service	03/01/2023	Prepare and attend municipal prosecutions	2.50	\$155.00	\$387.50
Service	03/03/2023	Rec and Rev (2) emails re: destruction of biometric data	0.30	\$155.00	\$46.50
Service	03/07/2023	P v Nelson - Rec and Rev Discovery materials from DPS	0.60	\$155.00	\$93.00

Service	03/09/2023	P v Farr - Rec and Rev email w/ incident report w/ request for S/C; Reply email	0.80	\$155.00	\$124.00
Service	03/10/2023	Rec and Rev email from Court w/ docket	0.20	\$155.00	\$31.00
Service	03/14/2023	P v Martin - Rec and Rev correspondence from AGs ofc.	0.20	\$155.00	\$31.00
Service	03/14/2023	P v Byrne - TC w/ D's atty.	0.20	\$155.00	\$31.00
Service	03/15/2023	Prepare and attend municipal prosecutions	2.50	\$155.00	\$387.50
Service	03/20/2023	P v Bricolas - Rec and Rev Order Setting Aside conviction	0.20	\$155.00	\$31.00
Service	03/20/2023	Rec and Rev email from Court; Reply email	0.20	\$155.00	\$31.00
Service	03/23/2023	P v Tighe - Rec and Rev email from CE	0.20	\$155.00	\$31.00
Service	03/27/2023	P v Westbrook - Rec and Rev Order on Application to Set Aside Convictions	0.30	\$155.00	\$46.50
Service	03/27/2023	P v Burns - Rec and Rev corresp. from AG	0.20	\$155.00	\$31.00
Service	03/28/2023	P v Lacqueire = TC w/ Scott; Rec and Rev email	0.40	\$155.00	\$62.00
Service	03/29/2023	Prepare and attend municipal prosecutions	2.50	\$155.00	\$387.50
Service	03/30/2023	P v Shekeva - Rec and rev email w/ Demand for Discovery; Email DPS	0.50	\$155.00	\$77.50
Service	03/30/2023	P v Turner - Rec and rev email w/ Demand for Discovery; Email DPS	0.50	\$155.00	\$77.50
Service	03/30/2023	P v Hatchett - Rec and rev email w/ Demand for Discovery; Email DPS	0.50	\$155.00	\$77.50
Service	03/31/2023	Rec and Rev (2) emails from DPS re: AG subpoena; Review subpoena; Research; (2) Reply emails	0.90	\$155.00	\$139.50

Subtotal \$2,170.00

101-266-801.200 \$790.50

101-266-801.100 \$2,170.00

Total \$2,960.50

SM 4/3/23
FS 4-3-23

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
86	05/03/2023	\$2,960.50	\$0.00	\$2,960.50



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 22, 2023

VIA OVERNIGHT MAIL

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

**Re: Crispelli's, LLC Application for New Class C Liquor License
19850 Mack Avenue, Grosse Pointe Woods, Michigan 48236**

Dear Mr. Antolin:

This is Crispelli's, LLC ("Crispelli's") request for a new Class C liquor license from the City of Grosse Pointe Woods. According to the Michigan Liquor Control Commission's website, Grosse Pointe Woods has 2 new quota on premise licenses available.

Crispelli's request is to operate Crispelli's Bakery and Pizzeria. Crispelli's is known across Southeastern Michigan for providing its customers with an affordable gourmet culinary experience. This request for a new liquor license will bring the well-known Crispelli's name to the Grosse Pointe Woods community.

Crispelli's will operate this location with the same degree of expertise and excellence as its other five locations: Berkley, West Bloomfield, Clarkston, Royal Oak, and Troy (four locations currently hold liquor licenses). Berkely was licensed in 2012; West Bloomfield was licensed in 2014; Troy was licensed in 2016; and Clarkston was licensed in 2019. Royal Oak doesn't hold a liquor license; it is a bakery/retail store.

The applicant company is Crispelli's, LLC, a Michigan limited liability company. Please find further details about Crispelli's, LLC's ownership in the attached organization chart.

This request is for a new 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 new Liquor License will include Sunday Sales (AM) and Sunday Sales (PM) 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.

Crispelli's proposed hours of operation are Monday - Saturday from 11:00 AM - 9:00 PM and Sunday from 11:00 AM - 8:00 PM. There will be interior seating for 45 patrons. Crispelli's will hire 35 full- and part-time employees.

Crispelli's has a lease with landlord VDG Grosse Pointe, LLC for a 2,700 square foot building. The lease is for ten years with two 5-year options. Crispelli's intends to stay in Grosse Pointe Woods for years to come.

Crispelli's will renovate the existing building that was formally a market. The cost for the renovations is approximately 1.1 million dollars. The funds for this project will be derived from Crispelli's sales from their existing locations.

Enclosed please find the following documentation for your investigation:

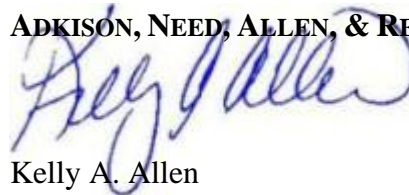
1. Check for Two-Thousand, Five Hundred Dollars (\$2,500.00);
2. Affidavit as required by Grosse Pointe Woods City Code Section 4-24;
3. Organization Chart for Crispelli's, LLC;
4. Articles of Organization for Crispelli's, LLC;
5. Lease Agreement;
6. Form LC 95;
7. All forms submitted to the MLCC for review;
8. Site Plan;
9. Floor Plan; and
10. Proposed Menu.

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

/lp
Enclosures

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

Mark Artinian, being first duly sworn, deposes and says as follows:

1. I am the manager and an ultimate member of Crispelli's - Holdings, LLC.
2. Crispelli's – Holdings, LLC is a wholly owned subsidiary of the Applicant company, Crispelli's, LLC (“Crispelli's” or “Applicant”).
3. Crispelli's is applying for a new quota license from Grosse Pointe Woods for operation at 19850 Mack Ave. Grosse Pointe Woods, MI 48236.
4. Crispelli's, LLC is currently in existence under valid articles has applied for ownership of a new liquor license with the Michigan Liquor Control Commission (“MLCC”) and the City of Grosse Pointe Woods.
5. Grosse Pointe Woods City Code Section 4-24 requires an applicant to submit an affidavit with additional information about the applicant company for an application for a new liquor license.

I provide the requested information as follows:

- (a) *Please see attached Organizational Chart for ownership information for Crispelli's, LLC.*
- (b) *The applicant, Crispelli's, LLC, is not an individual. It is a Michigan limited liability company. All members are citizens of the United States of America.*
- (c) *See attached Articles of Organization for Crispelli's, LLC.*
- (d) *Crispelli's, LLC was organized for the purpose of owning and operating Crispelli's Bakery and Pizzeria. Crispelli's has five other highly successful location across the Metro-Detroit Area, four locations hold liquor licenses. They are highly respected in the industry due to successful restaurants and long tenure of ownership in restaurants of the kind.*
- (e) *Crispelli's, LLC will have the financial ability to operate the business by virtue of their savings and profits from five other successful locations.*
- (f) *See attached Lease for premises located at 19850 Mack Ave.*
- (g) *The applicant has not made any other similar applications for this premises other than this one.*
- (h) *No member of Crispelli'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 Crispelli'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) *Crispelli's is requesting approval for new Class C License and new SDM license.*
- (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 new license application.*

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.

Mark Artinian, on behalf of Crispelli's, LLC

SUBSCRIBED AND SWORN to before me, a notary public for the County of Oakland, this 22 day of February, 2023.

My Commission expires: 5/5/2023

LAURA BETH PETERS
 Notary Public, State of Michigan
 County of Oakland
 My Commission Expires May. 05, 2023
 Acting in the County of Oakland



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): CRISPELLI'S, LLC	
Address to be licensed: 19850 Mack Ave	
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):	

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?
If Yes, specify: Adding Space Dropping Space Redefining Licensed Premises Yes No
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):	
Current licensed address:	
City:	Zip Code:
City/township/village where license is issued:	County:

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: CRISPELLI'S, 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 checked="" type="checkbox"/> <input type="checkbox"/> Class C License	\$600.00	4012
<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: <u>2</u> 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 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="radio"/> Dance <input type="radio"/> 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)** <i>For Spirit Products</i>	\$22.50	
<input checked="" type="checkbox"/> SDM Sunday Sales Permit (PM)** <i>For Mixed Spirit Drink Products</i>	\$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: CRISPELLI'S - HOLDINGS, LLC			
Home address: 1890 SOUTHFIELD ROAD			
City: BIRMINGHAM,		State: MI	Zip Code: 48009
Business Phone:	Cell Phone: 248-921-7348	Email: glen@crispellis.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
226450, 235060, 241647 265092			
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:	Social Security Number:	Driver's License Number:	
Are you a citizen of the United States of America?		<input type="radio"/> Yes <input type="radio"/> No	
Have you ever legally changed your name?		<input type="radio"/> Yes <input type="radio"/> No	
If you answered "yes", please list your prior name(s) (including maiden):			
Spouse's full name (if currently married):			
Spouse's date of birth:	Is your spouse a citizen of the United States of America?	<input 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 type="radio"/> No	
Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC?		<input type="radio"/> Yes <input 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 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 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).

Mark Artinian



2/22/03

Print Name

Signature

Date

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.

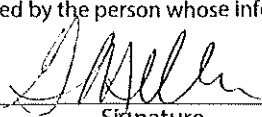
Name: AWMM Holdings, LLC		
Home address: 1890 SOUTHFIELD ROAD		
City: BIRMINGHAM,	State: MI	Zip Code: 48009
Business Phone:	Cell Phone: 248-921-7348	Email: glen@crispellis.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other 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 226450, 235060, 241647 265092		
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:	Social Security Number:	Driver's License Number:	
Are you a citizen of the United States of America? <input type="radio"/> Yes <input type="radio"/> No			
Have you ever legally changed your name? <input type="radio"/> Yes <input type="radio"/> No			
If you answered "yes", please list your prior name(s) (including maiden):			
Spouse's full name (if currently married):			
Spouse's date of birth:	Is your spouse a citizen of the United States of America? <input 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 type="radio"/> No			
Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? <input type="radio"/> Yes <input 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 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 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).

Glen Willson		2-20-2023
Print Name	Signature	Date

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: BWG Inv 3, LLC		
Home address: 450 Lexington Ave, 4th Floor		
City: New York	State: NY	Zip Code: 10017
Business Phone: 646-598-9221	Cell Phone: 908-581-6546	Email: lgrossman@beckway.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 may not hold interest in a manufacturer or wholesaler licensee. <input checked="" type="radio"/> Yes <input type="radio"/> No 226450, 235060, 241647 265092		
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:	Social Security Number:	Driver's License Number:	
Are you a citizen of the United States of America? <input type="radio"/> Yes <input type="radio"/> No			
Have you ever legally changed your name? <input type="radio"/> Yes <input type="radio"/> No			
If you answered "yes", please list your prior name(s) (including maiden):			
Spouse's full name (if currently married):			
Spouse's date of birth:	Is your spouse a citizen of the United States of America? <input 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 type="radio"/> No			
Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? <input type="radio"/> Yes <input 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 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 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).

Lawrence Grossman, CFO

2/21/2023

Print Name

Signature

Date

Part 6 - Contact Information

Provide information on the contact person for this application. Please note that corporations and limited liability companies must provide documentation (e.g. meeting minutes, corporate resolution) authorizing anyone other than the applicant or an attorney of record to be the contact person. If an authorization is not provided, your contact person will not be acknowledged if they are anyone other than the applicant or attorney.

What is your preferred method of contact?				<input type="radio"/> Phone	<input type="radio"/> Mail	<input checked="" type="radio"/> Email	<input type="radio"/> Fax
What is your preferred method for receiving a Commission Order?				<input type="radio"/> Mail	<input checked="" type="radio"/> Email	<input type="radio"/> Fax	
Contact name: Laura Peters			Relationship: legal assistant				
Mailing address: 39572 Woodward Ave, Ste 222							
City: Bloomfield Hills			State: MI		Zip Code: 48304		
Phone: 248-540-7400		Fax number:			Email: lpeters@anafirm.com		

Part 7 - Attorney Information (If You Have An Attorney Representing You For This Application)

Attorney name: Kelly Allen				Member Number: P-36219			
Attorney address: 39572 Woodward Ste 222, Bloomfield Hills MI 48304							
Phone: 248-540-7400		Fax number:			Email: kallen@anafirm.com		
Would you prefer that we contact your attorney for all licensing matters related to this application?						<input checked="" type="radio"/> Yes	<input type="radio"/> No
Would you prefer any notices or closing packages be sent directly to your attorney?						<input checked="" type="radio"/> Yes	<input type="radio"/> No

Part 8 - Signature of Applicant

Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.

Notice: When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

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. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

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.

Mark Artinian, authorized signer _____  _____ 2/22/23 _____
 Print Name of Applicant & Title Signature of Applicant 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
 Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
 Fax to: 517-284-8557



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): CRISPELLI'S, LLC		
Address: 19850 Mack Ave		
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:
CRISPELLI'S - HOLDINGS, LLC 1890 SOUTHFIELD ROAD BIRMINGHAM, MI 48009	100%	11/9/2017

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



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:	Glen Willson, Mark Artinian, Kenneth Morelli and Joseph Morelli-authorized signers
Name & Title:	Kelly Allen-attorney
Name & Title:	Laura Peters-legal assistant
Name & Title:	
Name & Title:	

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.

Mark Artinian, Authorized signer		2/22/23
Print Name of Applicant or Licensee & Title	Signature of Applicant or Licensee	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



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): CRISPELLI'S - HOLDINGS, LLC		
Address: 1890 SOUTHFIELD ROAD		
City: BIRMINGHAM	State: MI	Zip Code: 48009

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:
AWMM Holdings LLC 1890 SOUTHFIELD ROAD BIRMINGHAM, MI 48009	76.05%	8-11-2020
BWG Inv 3, LLC , 450 Lexington, Level 4, New York, NY,	23.95%	8-11-2020

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



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: Glen Willson, Mark Artinian, Kenneth Morelli and Joseph Morelli-Members

Name & Title: Kelly Allen-attorney

Name & Title: Laura Peters-legal assistant

Name & Title: _____

Name & Title: _____

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.

Mark Artinian, Member *Mark Artinian* 2/22/23
 Print Name of Applicant or Licensee & Title Signature of Applicant or Licensee 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



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): AWMM Holdings LLC		
Address: 1890 SOUTHFIELD ROAD		
City: BIRMINGHAM	State: MI	Zip Code: 48009

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:
Mark Artinian, 19320 Devonshire, Beverly Hills, MI, 48025	71.7%	8-11-2020
Glen Willson, 24003 Elizabeth Lane, Novi, MI, 48374	10%	8-11-2020
Kenneth Morelli, 1105 N Alexander, Royal Oak, 48067	9.5%	8-11-2020
Joseph Morelli, 3845 Shellmarr, Bloomfield Hills, 48302	9.5%	8-11-2020

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



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:	Glen Willson, Mark Artinian, Kenneth Morelli and Joseph Morelli-authorized signers
Name & Title:	Kelly Allen-attorney
Name & Title:	Laura Peters-legal assistant
Name & Title:	
Name & Title:	

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.

Mark Artinian, Authorized signer _____ *Mark Artinian* _____ 2/22/23
 Print Name of Applicant or Licensee & Title Signature of Applicant or Licensee 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



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): BWG Inv 3, LLC		
Address: 450 Lexington Ave, 4th Floor		
City: New York	State: NY	Zip Code: 10017

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:
Beckway Group, LLC, 450 Lexington Ave, 4th Fl, New York, NY 10017	77.5%	2-19-2019
Mark Habner, 30 Elm Road, Bronxville, NY 10708	15.0%	2-27-2019
Jacob Watson, 190 Belle Meade Lane, Memphis, TN 38117	2.5%	4-15-2019
Jon Bloomfield, 127 Amherst Place, Atlanta, GA 30327	2.5%	4-3-2019
Matt Courtney, 2512 East 6th Street, Unit A, Austin, TX 78702	2.5%	11-15-2019

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

Hemingway Capital LLC, 450 Lexington Ave, 4th Floor, New York, NY 10017



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:	Lawrence Grossman- CFO
Name & Title:	Kelly Allen-attorney
Name & Title:	Laura Peters-legal assistant
Name & Title:	
Name & Title:	

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.

Lawrence Grossman, CFO

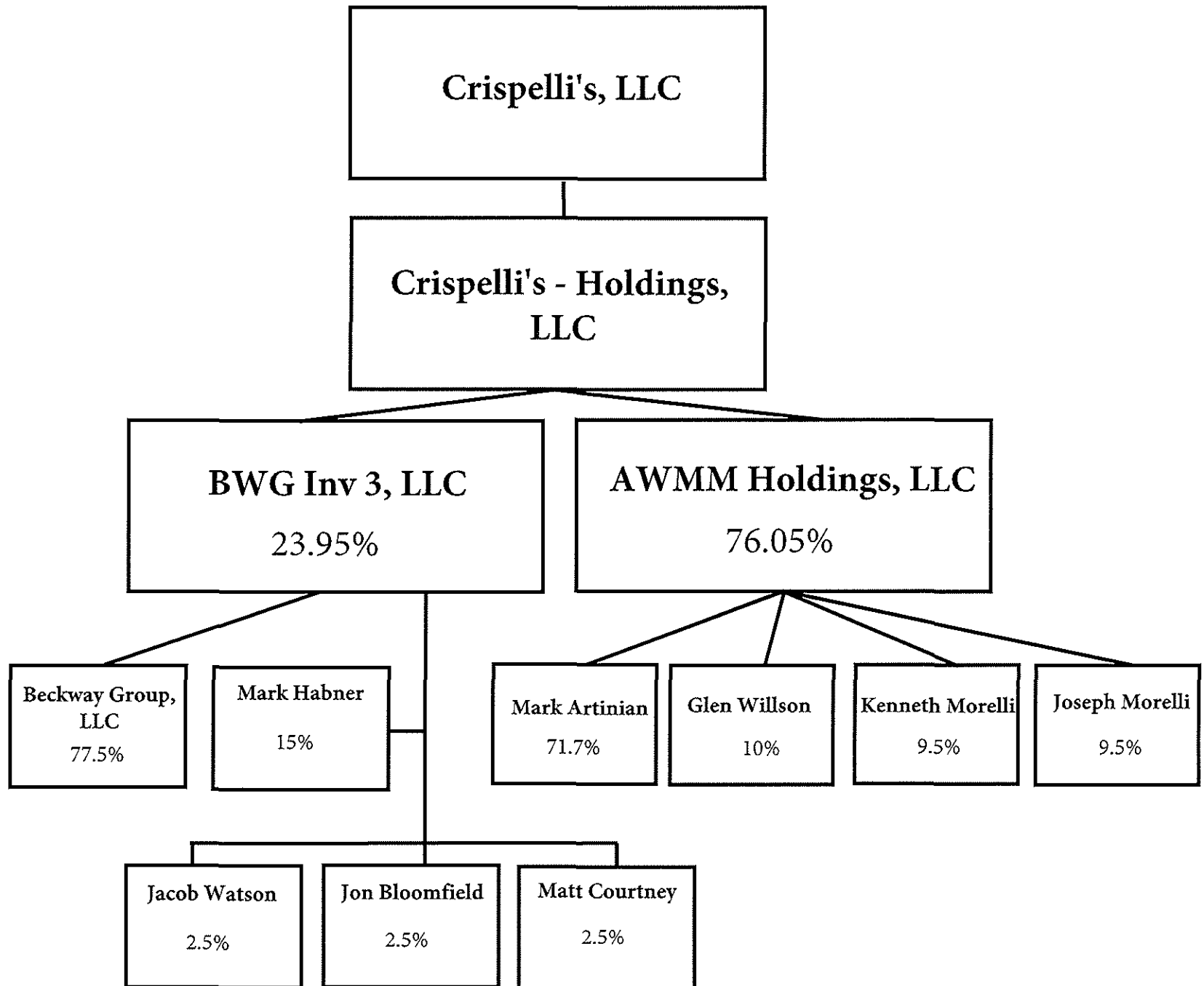
2/21/2023

Print Name of Applicant or Licensee & Title

Signature of Applicant or Licensee

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



Michigan Department of Energy, Labor & Economic Growth

Filing Endorsement

This is to Certify that the ARTICLES OF ORGANIZATION (DOMESTIC L.L.C.)

for

CRISPELLI'S, LLC

ID NUMBER: D5061R

received by facsimile transmission on November 9, 2010 is hereby endorsed

Filed on November 9, 2010 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 9TH day of November, 2010.

A handwritten signature in black ink, appearing to read "A. Sheffer", written in a cursive style.

Director

**MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES**

Date Received

(FOR BUREAU USE ONLY)

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

Name

John D. Gatti

Address

500 Woodward Ave., Ste. 2500

City

State

Zip Code

Detroit

MI

48226

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

ARTICLES OF ORGANIZATION

For use by Domestic Limited Liability Companies

(Please read information and instructions on reverse side)

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

ARTICLE I

1. The name of the limited liability company is: Crispelli's, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

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

ARTICLE IV

- The street address of the location of the registered office is: 25000 Guenther Road Warren, Michigan 48091
(Street Address) (City) (ZIP Code)
- The mailing address of the registered office if different than above: _____, Michigan _____
(P.O. Box or Street Address) (City) (ZIP Code)
- The name of the resident agent at the registered office is: Allen Jawad

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

The business and affairs of the Company shall be managed by one or more managers as selected by the members from time to time.

Signed this 5th day of November, 2010

By John D. Gatti
(Signature(s) of Organizer(s))

John D. Gatti
(Type or Print Name(s) of Organizer(s))

Alcohol Information Management System ⁽¹⁾

Michigan Liquor Control Commission

Search Active/Escrowed Licensees

Licensee Details

Licensee Name

CRISPELLI'S-CLARKSTON, LLC
 Doing Business As (DBA)
 CRISPELLI'S

Business ID

265092
 Local Governmental Unit (LGU)
 INDEPENDENCE TWP

Status

Active

County

OAKLAND

Address

6756 Dixie HwySte DClarkston, MI 48346-2003
 Phone

Go Back

Insurance / Financial Responsibility

Show entries

Name	Type	Insurance Provider	Effective Date (From)	Status
IN-543103	Liquor Liability Insurance	ILLINOIS CASUALTY COMPANY	8/21/2021	Active

Showing 1 to 1 of 1 entries

Previous Next

Subordinates

Show entries

Name	Relationship To Business	Status
CRISPELLI'S - HOLDINGS, LLC	Member	Active

Showing 1 to 1 of 1 entries

Previous Next

Licenses

To view details of a license, please click the button to expand the license details.

Show entries

License #	Group	Type	Subtype	Status	Issue Date	Expiration Date	Statute	Statute: Location Transferable	Under Transfer Process
L-000422130	Retail - On Premises	Class C	Regular	Active	11/26/2019	4/30/2023	N/A	Yes	
L-000422131	Retail - Off Premises	Specially Designated Merchant	N/A	Active	11/26/2019	4/30/2023	MCL 436.1533(5)(a)	No	

Showing 1 to 2 of 2 entries

Previous 1 Next

Permits

To view details of a permit or permission, please click the  button to expand the permit or permission details.

Show 10 entries Copy CSV Excel Print

Permit #	Type	Specific Purpose	Status	Issue Date	Expiration Date	CI
+ 19-3325	Sunday Sales (AM)		Issued	11/26/2019	4/30/2023	N
+ 19-3326	Sunday Sales (PM)		Issued	11/26/2019	4/30/2023	N

Showing 1 to 2 of 2 entries

Previous 1 Next

Historical Sales Record

Show 10 entries Copy CSV Excel Print

Year	Month	License	Sales Amount
2020		L-000422130	\$9,406.34
2021		L-000422130	\$12,977.50
2022		L-000422130	\$14,032.42

Showing 1 to 3 of 3 entries

Previous 1 Next

Alcohol Information Management System ⁽¹⁾

Michigan Liquor Control Commission

Search Active/Escrowed Licensees

Licensee Details

Licensee Name

CRISPELLI'S - TROY, LLC
 Doing Business As (DBA)
 CRISPELLI'S

Business ID

241647
 Local Governmental Unit (LGU)
 TROY CITY

Status

Active

County

OAKLAND

Address

645 E Big Beaver RdTroy, MI 48083-1402
 Phone

Go Back

Insurance / Financial Responsibility

Show entries Copy CSV Excel Print

Name	Type	Insurance Provider	Effective Date (From)	Status
IN-543102	Liquor Liability Insurance	ILLINOIS CASUALTY COMPANY	8/21/2021	Active

Showing 1 to 1 of 1 entries

Previous 1 Next

Subordinates

Show entries Copy CSV Excel Print

Name	Relationship To Business	Status
CRISPELLI'S - HOLDINGS, LLC	Member	Active

Showing 1 to 1 of 1 entries

Previous 1 Next

Licenses

To view details of a license, please click the button to expand the license details.


Show entries Copy CSV Excel Print

License #	Group	Type	Subtype	Status	Issue Date	Expiration Date	Statute	Statute: Location Transferable	Under Transfer Process
L-000260268	Retail - On Premises	Class C	Regular	Active	3/28/2016	4/30/2023		Y	
L-000260269	Retail - Off Premises	Specially Designated Merchant	N/A	Active	3/28/2016	4/30/2023		Y	

Showing 1 to 2 of 2 entries

Previous 1 Next

Permits

To view details of a permit or permission, please click the  button to expand the permit or permission details.

Show 10 entries Copy CSV Excel Print

Permit #	Type	Specific Purpose	Status	Issue Date	Expiration Date	CI
+ 18-18690	Sunday Sales (PM)		Issued	3/28/2016	4/30/2023	N
+ 18-18691	Sunday Sales (AM)		Issued	3/28/2016	4/30/2023	N
+ 18-18692	Additional Bar		Issued	3/28/2016	4/30/2023	N
+ 18-27298	Outdoor Service Area		Issued	3/28/2016	4/30/2023	N

Showing 1 to 4 of 4 entries

Previous 1 Next

Historical Sales Record

Show 10 entries Copy CSV Excel Print

Year	Month	License	Sales Amount
2020		L-000260268	\$5,837.88
2021		L-000260268	\$11,079.65
2022		L-000260268	\$12,250.57

Showing 1 to 3 of 3 entries

Previous 1 Next

Violations

Show 10 entries Copy CSV Excel Print

Violation #	Date Violation Occured	Status	Violation Description	Event/Decision
CV-506858	1/29/2020	Closed	Sold or furnished alcoholic liquor to unnamed minor X-395, (19), date of birth December 20, 2000, who was less than twenty-one (21) years old : (LCC Inv Toma/Clerk Hannah Josephine Reardon/ID Checked)	2/21/2020 Lic Ack Clemente 5/8/2020 Therefore, the Commissioner Orders a penalty fine of \$500 for the charge in this matter. The Commissioner further Orders the Licensee to serve a suspension of twenty-five (25) continuous days, to run consecutively and not concurrently with any other suspension Ordered by the MLCC, if the fine is not paid within forty-five (45) days from the mailing date of this Order. 801(2)

Showing 1 to 1 of 1 entries

Previous 1 Next

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[Policies \(http://www.michigan.gov/policies\)](http://www.michigan.gov/policies)

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Alcohol Information Management System

Michigan Liquor Control Commission

Search Active/Escrowed Licensees

Licensee Details

Licensee Name

CRISPELLI'S, LLC
Doing Business As (DBA)
CRISPELLI'S

Business ID

235060
Local Governmental Unit (LGU)
WEST BLOOMFIELD TWP

Status

Active

County

OAKLAND

Address

6690 Orchard Lake RdWest Bloomfield, MI 48322-3402

Phone

(248) 921-7348

Go Back

Insurance / Financial Responsibility

Show 10 entries

Name	Type	Insurance Provider	Effective Date (From)	Status
IN-543101	Liquor Liability Insurance	ILLINOIS CASUALTY COMPANY	8/21/2021	Active

Showing 1 to 1 of 1 entries

Previous Next

Subordinates


Show 10 entries

Name	Relationship To Business	Status
CRISPELLI'S - HOLDINGS, LLC	Member	Active
GLEN WILLSON	Member	Inactive
JOSEPH MORELLI	Member	Inactive
KENNETH MORELLI	Member	Inactive
MARK ARTINIAN	Member	Inactive

Showing 1 to 5 of 5 entries

Previous Next

Licenses

To view details of a license, please click the  button to expand the license details.


Show entries

License #	Group	Type	Subtype	Status	Issue Date	Expiration Date	Statute	Statute: Location Transferable	Under Transfer Process
L-000242817	Retail - On Premises	Class C	Regular	Active	9/25/2014	4/30/2023		Y	
L-000242818	Retail - Off Premises	Specially Designated Merchant		Active	9/25/2014	4/30/2023		Y	

Showing 1 to 2 of 2 entries

Previous Next

Permits

To view details of a permit or permission, please click the  button to expand the permit or permission details.

Show entries

Permit #	Type	Specific Purpose	Status	Issue Date	Expiration Date	CI
+ 18-12529	Additional Bar		Issued	9/25/2014	4/30/2023	N
+ 18-12530	Sunday Sales (AM)		Issued	9/25/2014	4/30/2023	N
+ 18-12531	Sunday Sales (PM)		Issued	9/25/2014	4/30/2023	N
+ 18-12537	Catering		Issued	9/25/2014	4/30/2023	N
+ 18-27165	Outdoor Service Area		Issued	9/25/2014	4/30/2023	N
+ 18-27166	Specific Purpose	Food	Issued	9/25/2014	4/30/2023	N

Showing 1 to 6 of 6 entries

Previous Next

Historical Sales Record

Show entries

Year	Month	License	Sales Amount
2020		L-000242817	\$5,537.95
2021		L-000242817	\$8,210.25
2022		L-000242817	\$6,908.45

Showing 1 to 3 of 3 entries

Previous Next

Violations

Show entries

Violation #	Date Violation Occured	Status	Violation Description	Event/Decision
CV-00173993		Closed		11/3/2015 PASSED CONTROL BUY OPERATION ON 11-3-2015;BLAU;HARDAWAY;X-319;X-313;

Showing 1 to 1 of 1 entries

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[Contact](#)

[Policies \(http://www.michigan.gov/policies\)](http://www.michigan.gov/policies)

[Back to Top](#)

Alcohol Information Management System ^(/)

Michigan Liquor Control Commission

Search Active/Escrowed Licensees

Licensee Details

Licensee Name

CRISPELLI'S, LLC
Doing Business As (DBA)
CRISPELLI'S

Business ID

226450
Local Governmental Unit (LGU)
BERKLEY CITY

Status

Active
County
OAKLAND

Address

28939-28945 Woodward AveBerkley, MI 48072-0916
Phone
(248) 921-7348

Go Back

Insurance / Financial Responsibility

Show entries Copy CSV Excel Print

Name	Type	Insurance Provider	Effective Date (From)	Status
IN-543099	Liquor Liability Insurance	ILLINOIS CASUALTY COMPANY	8/21/2021	Active

Showing 1 to 1 of 1 entries Previous Next

Subordinates

Show entries Copy CSV Excel Print

Name	Relationship To Business	Status
CRISPELLI'S - HOLDINGS, LLC	Member	Active
GLEN WILLSON	Member	Inactive
JOSEPH MORELLI	Member	Inactive
KENNETH MORELLI	Member	Inactive
MARK ARTINIAN	Member	Inactive

Showing 1 to 5 of 5 entries Previous Next

Licenses

To view details of a license, please click the button to expand the license details.

Show entries

License #	Group	Type	Subtype	Status	Issue Date	Expiration Date	Statute	Statute: Location Transferable	Under Transfer Process
L-000209750	Retail - On Premises	Class C	Regular	Active	2/9/2012	4/30/2023		Y	
L-000209751	Retail - Off Premises	Specially Designated Merchant		Active	2/9/2012	4/30/2023		Y	

Showing 1 to 2 of 2 entries

Previous Next

Permits

To view details of a permit or permission, please click the button to expand the permit or permission details.

Show entries

Permit #	Type	Specific Purpose	Status	Issue Date	Expiration Date	CI
+ 18-27218	Outdoor Service Area		Issued	2/9/2012	4/30/2023	N
+ 18-27219	Specific Purpose	Food	Issued	2/9/2012	4/30/2023	N
+ 18-4847	Sunday Sales (PM)		Issued	2/9/2012	4/30/2023	N
+ 18-4848	Sunday Sales (AM)		Issued	2/9/2012	4/30/2023	N
+ 18-4850	Additional Bar		Issued	2/9/2012	4/30/2023	N

Showing 1 to 5 of 5 entries

Previous Next

Historical Sales Record

Show entries

Year	Month	License	Sales Amount
2020		L-000209750	\$7,773.89
2021		L-000209750	\$8,195.57
2022		L-000209750	\$17,519.78

Showing 1 to 3 of 3 entries

Previous Next

Violations

Show entries

Violation #	Date Violation Occured	Status	Violation Description	Event/Decision
CV-00154004	8/10/2012	Closed	FAILED, REFUSED OR NEGLECTED TO OBEY A WRITTEN ORDER OF THE COMMISSION DATED 01-25-2012 BY FAILING TO PROVIDE PROOF OF SUCCESSFUL COMPLETION OF AN ALCOHOL SERVER TRAINING PROGRAM APPROVED BY THE COMMISSION WITHIN 180 DAYS OF THE ISSUANCE OF THE LICENSE: 02-09-2012 : (MLCC SERVER TRAINING COORDINATOR)	9/13/2012 LIC ACK COMMISSIONER CLEMENTE 10/1/2012 \$50 OR 3 DAYS SUSP.

Showing 1 to 1 of 1 entries

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Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free (866) 813-0011 • www.michigan.gov/lcc
Insurance Unit E-Mail mlccinsurance@michigan.gov

Proof of Financial Responsibility Form (LC-95) Instructions

Effective July 1, 2017, the MLCC will securely dispose of any insurance documents it receives from insurance companies that are mailed to the MLCC, including Acord documents. The MLCC will not notify the insurance company that mailed the documents of this, nor will it notify the insured applicant or licensee. It is the responsibility of the applicant or licensee to ensure that the required proof of liquor liability insurance has been received by the MLCC using the Commission-approved Proof of Financial Responsibility Form (Form LC-95) pursuant to administrative rule R 436.2005. Acord documents are not acceptable as a substitute for the LC-95 form and will be disposed of securely whether submitted by mail, fax, or email. Applicants, licensees, or insurance companies may submit the LC-95 form in electronic format.

General Information

Effective April 1, 1988, retail liquor licensees are required to file and maintain Proof of Financial Responsibility with the Michigan Liquor Control Commission (MLCC). This filing requirement must be met before a new license can be issued or an existing license renewed.

This requirement can be met by: (1) filing this form, or (2) filing a different Proof of Liquor Liability Insurance form which has been approved by the MLCC and is often available through insurance carriers.

1. Licensee Mailing Addresses:

The mailing address is the address to which all correspondence should be addressed (such as a corporate office). This address may be a different one than the address of the licensed business. The MLCC will enter the Licensee Mailing Address on the form it issues. This is not required information.

2. Licensee Information:

This is required information. A separate form is required for each licensed location.

For those forms not issued by the MLCC, please refer to the liquor license and enter the license number, including the prefix type (such as SDD, SDM, Class C, etc.), licensee name, and the address at this licensed location (including street number and name, city, state, and zip code).

LICENSEES HAVE A CHOICE AS TO HOW THEY MAY FULFILL THE PROOF OF FINANCIAL RESPONSIBILITY REQUIREMENT. BOXES 3 THROUGH 10 OF THE MLCC PROOF OF FINANCIAL RESPONSIBILITY FORM LC-95 INDICATE THE TYPE OF CHOICES AVAILABLE. ONE BOX MUST BE CHECKED. PLEASE REFER TO THESE DETAILED INSTRUCTIONS REGARDING SELECTIONS AND OTHER REQUIRED DOCUMENTS:

3. Liquor Liability Insurance:

Liquor Liability insurance policies of at least \$50,000 issued by carriers accepted by the MLCC will meet the proof of financial responsibility requirement. If MLCC form LC-95 is used, the authorized agent must enter the information requested and sign the form at the bottom. The signature certifies to the MLCC that the insurance policy is for an amount of at least \$50,000 and that it complies with the provisions of MCL 436.1801 and Commission rules that apply to proof of financial responsibility.

Do not send a copy of your insurance policy.

If the carrier chosen for liquor liability coverage is a nonadmitted carrier and the carrier has not submitted a specimen policy for Commission review and acceptance, the proof will not be accepted. The Commission requires 30 to 90 days for review and acceptance of a specimen policy. This may include contact with the Department of Insurance and Financial Services concerning the nonadmitted carrier.

4. Constant Value Bond:

A constant value bond provides coverage for each claim and the face amount of the bond is not reduced if payment is made on any claim. If a constant value bond is used as proof of financial responsibility, the bond must be for an amount not less than \$50,000 and must be submitted on the appropriate form supplied by the MLCC. The constant value bond must be written only through an admitted carrier and must be accompanied by a Power of Attorney for the individual signing on behalf of the surety. The constant value bond must be signed by all partners or co-licensees on the license. Licensees having more than one licensed location must file a separate constant value bond and LC-95 for each location. The constant value bond must contain original signatures.

5. Certificate of Deposit:

If a certificate of deposit is used as proof of financial responsibility, it must have a value of at least \$50,000 and provisions to maintain a balance of this amount at all times. A pledge agreement supplied by the MLCC is also required as a filing document when the certificate of deposit is chosen.

The certificate of deposit must provide for the State of Michigan as first claimant and use the federal ID number or social security number of the licensee for tax and interest purposes. It must be issued by a bank, savings bank, savings & loan association, or credit union that is licensed to do business in Michigan.

The certificate of deposit must be maintained for two years after the licensee ceases to operate the licensed business or a new proof of financial responsibility is submitted. The LC-95 form and pledge agreement must be signed by an officer of the financial institution and a safekeeping receipt must also be submitted. The licensee must also sign the pledge agreement. **The pledge agreement & safekeeping receipt must contain original signatures of all parties.**

6. Cash

If cash is submitted to the Commission as proof of financial responsibility, it will be held by the Commission for two years after the licensee ceases to operate the licensed business or a new proof of financial responsibility is submitted.

7. Stocks or Bonds

If stocks or bonds are used as proof of financial responsibility, please contact the Insurance Unit of the Licensing Division to obtain the pledge agreement and a copy of the financial responsibility rules which outline the specific types of acceptable securities. (Note: The Assistant Attorney General's office has determined that shares in a mutual fund do not qualify under the definitions of securities in Rule 436.2001.) The pledge agreement and LC-95 must be completed and signed by an officer of the brokerage firm or financial institution where the actual stock certificates are held. The licensee must also sign the pledge agreement. A listing of the stocks and bonds which include the price per share and number of shares is also required as a filing document when stocks or bonds are chosen. **The pledge agreement must contain original signatures.**

8. Combination of Cash, Stocks, or Bonds:

A combination of cash, stocks or bonds is also acceptable. Refer to the sections on cash or stocks and bonds (above) for detailed information.

9. Irrevocable Trust - If a trust is used as proof of financial responsibility it must:

- Be irrevocable and have documented principal value of at least \$50,000 and provisions to maintain this amount at all times and must list the trust corpus.
- List the State of Michigan as first claimant and beneficiary for the first \$50,000 of the trust amount.
- Contain a provision that no terms of the trust can be changed, or withdrawals made, without the consent of the MLCC.
- Be administered by a financial institution authorized to operate in Michigan. Attach a complete copy of the Irrevocable Trust to this Proof of Financial Responsibility.
- Remain in effect for two years after the licensee ceases to operate the licensed business or a new Proof of Financial Responsibility is submitted.
- An officer of the financial institution that will administer the trust must sign the LC-95.

10. Irrevocable Letter of Credit:

If an irrevocable letter of credit (not line of credit) is used as proof of financial responsibility, it must have a value of at least \$50,000 and provisions to maintain a balance of this amount at all times. The acceptable form for irrevocable letter of credit is available from the Insurance Unit of the Licensing Division and is required as a filing document when the letter of credit is chosen. The letter of credit must provide for the State of Michigan as first claimant and beneficiary and must be issued by a bank, savings bank, savings and loan association, or credit union that is licensed to do business in Michigan. The value of the letter of credit must be maintained for two years after the licensee ceases to operate the licensed business or a new proof of financial responsibility is submitted. The LC-95 form must be completed and signed by an officer of the financial institution issuing the letter of credit and the original letter of credit with completed LC-95 form must be submitted to this office.

11. Date: Enter the date the form was completed.

12. Phone Number: Enter the daytime phone number of the authorized insurance agent or bank representative.

13. & 14. Authorized Agent or Bank Representative: Enter insurance agent, insurance representative, or bank representative. Please read and understand the requirements for providing proof of financial responsibility. Sign in Box 13 and enter your printed name and title in Box 14.



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 Constitution Hall - 525 W. Allegan, Lansing, MI 48933
 Mailing Address: PO Box 30005, Lansing, MI 48909
 Toll Free (866) 813-0011 • www.michigan.gov/lcc
 E-mail form to: mlccinsurance@michigan.gov

Proof of Financial Responsibility

(Authorized by MCL 436.1803)

An applicant for retail license or a retail licensee renewing a license, shall file with the Commission and maintain Proof of Financial Responsibility under MCL 436.1803(1) of at least \$50,000. The Proof of Financial Responsibility may be in the form of cash, unencumbered securities, a policy or policies of liquor liability insurance, a constant value bond executed by a surety company authorized to do business in this state, or membership in a group self-insurance pool authorized by law that provides security for liquor liability. **Failure to provide and maintain Proof of Financial Responsibility may result in revocation, suspension or non-issuance of a retail license.**

1. LICENSEE MAILING ADDRESS 2. LICENSE NUMBER(S), LICENSEE NAME, BUSINESS ADDRESS AND BUSINESS ID

19850 Mack Ave, Grosse Pointe Woods MI 48236 CRISPELLI'S, LLC
 19850 Mack Ave, Grosse Pointe Woods MI 48236

3. LIQUOR LIABILITY INSURANCE. The undersigned agent certifies that Liquor Liability insurance is issued in the amount of at least \$50,000.

Insurance Policy Number:	Effective Date:
Insurance Company Name and Address:	

4. CONSTANT VALUE BOND* The undersigned certifies that a Constant Value Bond is issued in the amount of at least \$50,000.
 • Required Attachments: (1) CONSTANT VALUE BOND document w/original signatures, and (2) POWER OF ATTORNEY.

Bond Number:	Effective Date:
Bonding Company Name and Address:	

5. CERTIFICATE OF DEPOSIT* in the amount of at least \$50,000 pledged to the State of Michigan as first claimant.
 • Required Attachments: (1) PLEDGE AGREEMENT with original signatures, (2) a copy of the CERTIFICATE OF DEPOSIT, and (3) the SAFEKEEPING RECEIPT with original signatures.

Certificate of Deposit Number:	Effective Date:
Financial Institution Name and Address:	

6. \$50,000 CASH for deposit with the State of Michigan.
7. \$50,000 OF STOCKS OR BONDS* on deposit with the State of Michigan.
 • Required Attachments: (1) LISTING of the STOCKS AND BONDS showing the CURRENT VALUE, and (2) PLEDGE AGREEMENT with original signatures.
8. COMBINATION OF CASH, STOCKS or BONDS* worth \$50,000 or more on deposit with the State of Michigan.
 • Required Attachments: (1) LISTING of the STOCKS AND/OR BONDS showing the CURRENT VALUE and AMOUNT OF CASH, and (2) the PLEDGE AGREEMENT with original signatures.
9. IRREVOCABLE TRUST* in the amount of at least \$50,000 listing the State of Michigan as first beneficiary and claimant.
 • Required Attachments: (1) a copy of the TRUST.
10. IRREVOCABLE LETTER OF CREDIT* in the amount of \$50,000 pledged to the State of Michigan as first claimant.
 • Required Attachments: (1) an Original LETTER OF CREDIT.

The undersigned certifies this Proof of Financial Responsibility complies with the provisions of Section 436.1801 through 1815.

11. Date:	12. Telephone No.
13. Authorized Insurance Agent or Bank Representative: (signature)	
14. Type or Print Name and Title of Authorized Insurance Agent or Bank Representative:	

LEASE AGREEMENT

This Lease Agreement (this “Lease”) is made as of the ___ day of _____, 2023 (“Effective Date”), by and between **VDG GROSSE POINTE, LLC**, a Michigan limited liability company, the address of which is 950 S. Old Woodward Avenue, Suite 220, Birmingham, Michigan 48009 (hereinafter referred to as the “Landlord”), and **CRISPELLI’S, LLC**, a a Michigan limited liability company, the address of which is 1890 Southfield Road, Birmingham, MI 48009 (hereinafter referred to as the “Tenant”). In consideration of the mutual agreements herein contained, Landlord and Tenant do hereby agree that:

ARTICLE I

1.01 **Demised Premises.** Landlord leases to Tenant and Tenant leases from Landlord certain premises identified as 19850 Mack Ave, Grosse Pointe Woods, Michigan 48236, and more particularly depicted on the Site Plan attached hereto as **Exhibit A** (the “Site Plan”), together with rights in the Common Areas (as this term is defined in Section 5.04, below) (the “Premises”). The Premises will be located in a retail shopping center to be located along Mack Avenue, Grosse Pointe Woods, Michigan (the Shopping Center”). The Shopping Center is situated on the real property described in attached **Exhibit A-1** and is depicted on the Site Plan. The square footage of the Premises is approximately Two Thousand Seven Hundred Sixty-Six (2,766) square feet. Within thirty (30) days after the Commencement Date [as hereinafter defined], Tenant shall have the right to have the Premises measured by Tenant’s architect. The certification by Tenant’s architect with respect to the actual square footage of the Premises shall be conclusive and binding subject to reasonable review of such measurement by Landlord. If Tenant fails to re-measure the square foot area and advise Landlord of any discrepancy therein within such thirty (30) day period, then the square foot area shall be deemed to equal the square foot area estimate set forth in Section 1.01 and neither party have the right to challenge, demand, request or receive any change as a result of any claimed or actual error or omission in the actual estimate set forth in Section 1.01 thereafter identified.

1.02 **Base Rent.** During the Term (as this term is defined in Section 1.03, below) Tenant covenants and agrees to pay and shall pay, at Landlord’s address indicated above, or such other address as Landlord shall designate to Tenant in writing, annual base rent in the amount indicated below (the “Base Rent”) to Landlord in monthly installments of one-twelfth of such amount during the Term (as the same may be extended hereunder). Each installment of rent shall be paid to Landlord in advance on the first day of each calendar month, without deduction or set off, during the Term; provided, however, that if the Commencement Date [as this term is defined in Section 1.05 (e), below] occurs on a day other than the first day of a calendar month, then the first monthly installment of rent shall be equal to the product of (a) the installment of Base Rent for that month and (b) a fraction, the numerator of which is the number of days remaining in that calendar month and the denominator of which is the number of days in that calendar month.

Months	Rent PSF	Annual Base Rent
1-60	\$37.00	\$102,342.00
61-120	\$40.70	\$112,576.20

1.03 **Term.** The term of this Lease shall commence on the Commencement Date and unless modified, extended or sooner terminated as herein provided, shall end on 11:59 p.m. of the last day of the one hundred twenty (120) complete calendar month following the Commencement

Date (this period of time being herein referred to as the “Term”). If the Commencement Date shall occur other than on the first of the month, such date shall be adjusted to the first of the next month.

1.04 **Option to Extend.** Tenant shall have the option to extend the Term of this Lease from the date upon which it would otherwise expire for two (2) additional periods of five (5) years each (each such period being hereinafter called the “Extension Period”). If Tenant elects to exercise an option to extend, it shall do so by giving written notice of such election to Landlord any time during the prior Term of this Lease, which written notice must be received by Landlord on or before the date which is one hundred eighty (180) days before the beginning of the Extension Period. Notwithstanding the foregoing, no exercise of an option by Tenant to extend the Term shall be effective if Tenant is in default under this Lease either at the time Landlord receives written notice of the exercise or on the first day of the applicable Extension Period. If Tenant elects to exercise one of said options to extend, the Term of this Lease shall be automatically extended for the Extension Period without execution of an extension or renewal lease. The Base Rent during the Extension Period shall be:

Months	Rent PSF	Annual Base Rent
121-180	\$43.90	\$121,427.40
181-240	\$46.10	\$127,512.60

1.05 **Construction and Acceptance of Premises.**

(a) Landlord shall deliver the Premises in compliance with the “Description of Landlord’s Work” in **Exhibit B** attached hereto (hereinafter, the “Landlord’s Work”). The Premises shall be deemed to be “Ready for Occupancy” when Landlord certifies in writing to Tenant that Landlord has substantially completed Landlord’s Work.

(b) (i) Within thirty (30) days after the Effective Date, Tenant shall prepare and deliver to Landlord approved plans and specifications for the Tenant’s initial alterations, additions and improvements to the Premises (the “Tenant’s Final Plans”) shall become part of the Lease as **Exhibit B-1** and shall be incorporated herein by this reference. No major non-structural and no structural changes from Tenant’s Final Plans shall be incorporated without the prior written approval of Landlord.

(ii) When the Premises are Ready for Occupancy, Tenant agrees to accept possession thereof and to proceed with due diligence to perform the work described in the Tenant’s Final Plans (hereinafter, the “Tenant’s Work”). By initiating Tenant’s Work in the Premises, Tenant shall be deemed to have accepted the Premises and to have acknowledged that the Premises fully comply with Landlord’s covenants and obligations hereunder, subject to Tenant’s reasonable punch list and objections. Tenant further agrees that, if requested by Landlord, Tenant will furnish Landlord with a written statement that Tenant has accepted the Premises (subject to Tenant’s reasonable punch list and objections) and that Landlord has fully complied with Landlord’s covenants and obligations hereunder. Tenant agrees to furnish to Landlord a temporary Certificate of Occupancy from applicable local authorities prior to the Commencement Date. Tenant agrees to diligently pursue and obtain a final Certificate of Occupancy.

(c) Tenant covenants that all Tenant's Work and any permitted alterations shall be done in accordance with all governmental laws, ordinances, rules and regulations and Tenant shall, prior to commencement of such work, provide such assurances to Landlord (including but not limited to, and personal guaranties of individuals of substance) as Landlord shall require to protect Landlord against any loss from any mechanics', materialmen's or other liens, and Tenant shall comply with the Michigan Construction Lien Act.

(d) Tenant shall receive from Landlord an allowance for Tenant's interior build-out work in an amount of \$100,000 as calculated pursuant to Section 1.01 of the Lease the ("Tenant Improvement Allowance"). The Tenant Improvement Allowance shall be deemed to be any costs (including, but not limited to, architectural and engineering fees, general contractor overhead and profit, and permits and fees) associated with Tenant's Work. The Landlord will provide Tenant with the Tenant Improvement Allowance thirty (30) days after substantial completion of Tenant's Work and the presentation to Landlord of a final lien waiver from Tenant's general contractor. If Landlord terminates this Lease prior to the scheduled expiration date on account of a default by Tenant under the terms hereof or if this Lease is otherwise terminated, in addition to all other remedies available to Landlord on account of such default, Tenant shall, upon receipt of written demand therefor, promptly pay to Landlord the unamortized value of the Tenant Improvement Allowance (the "Unamortized Allowance"). The Unamortized Allowance shall be calculated by amortizing the actual amount of the Tenant Improvement Allowance on a self-liquidating mortgage style basis over the initial term of the Lease; the Unamortized Allowance shall be established as of the date of termination of the Lease. The provisions of this Paragraph shall survive the termination of this Lease.

(e) Tenant shall commence paying monthly installments of Base Rent and all other charges as required hereunder on November 1st, 2023 ("Commencement Date").

ARTICLE II

2.01 **Net Lease.** Rent shall be net to Landlord, so that this Lease shall yield, net, to Landlord, not less than the Base Rent specified in Section 1.02, above, and the additional rent described in Section 4.01, below, and that all costs, expenses and charges relating to the Premises as specified in this Lease which may be attributable to, or become due during the term of this Lease shall be paid by Tenant. Tenant shall have no right of set-off or reduction with respect to any rent or payment due under this Lease except as provided in this Lease. Base Rent, additional rent, Common Area Expenses, and any other monetary obligation of Tenant herein are sometimes called "rent" in this Lease.

2.02 **Late Charge/Interest.** Any rent unpaid for more than five (5) days after such rent is due shall be subject to a late charge of five percent (5%) of such rent, and such late charges shall be due from Tenant to Landlord as additional rent on or before the next rental due date. Any default in the payment of rent shall not be considered cured unless and until such late charges are paid by Tenant to Landlord or if Tenant shall default with respect to any other payment due under this Lease, Landlord may, but shall have no obligation to, make such payment for the account of Tenant, in (either or both of) which event(s) the amount thereof shall be payable as additional rent to Landlord by Tenant on the next rental due date together with interest per annum at the maximum allowable legal rate (the "Default Rate") from the date such payment is due to or made by Landlord. On default of payment of such late charges and/or Default Interest, Landlord shall have the same remedies as on default in payment of rent. Such late charges and/or Default Interest shall

be in addition to any other rights and remedies Landlord may have as provided by this Lease or as allowed by law.

2.03 **Franchisor Addendum.** N/A

ARTICLE III

3.01 **Use; Operation of Business; Compliance with Laws.**

(a) It is understood and agreed by Landlord and Tenant that the Premises shall be used and occupied by Tenant for the operation of a First-class, high quality retail location. Tenant shall be initially use the Premises for the purpose of a restaurant. Tenant shall have the exclusive use for a Crispelli's Bakery & Pizza. ("Permitted Use"). Tenant warrants that Tenant's method of operation in or manner of use of the Premises shall not violate any law, municipal ordinance, rule or regulation.

(b) It is expressly understood and agreed that nothing contained in this Lease shall be construed to contain a covenant, either express or implied, to open and/or to continuously operate a business by Tenant on the Premises. In the event that Tenant has failed to operate its business from the Premises for a period of one hundred eighty (180) consecutive days, and such failure is not due to remodeling, casualty or condemnation or other causes beyond the reasonable control of Tenant, Landlord shall have the right (as its sole right and remedy due to such failure to operate) to terminate this Lease and recapture the Premises by providing Tenant with written notice thereof at least sixty (60) days prior to the recapture date. Notwithstanding the foregoing, Tenant shall have the right to elect to nullify the Landlord's election to recapture the Premises by reopening for business in the Premises within such sixty (60) day period. Upon the recapture date, both Landlord and Tenant shall be released from any and all duties, liabilities and obligations under this Lease accruing on or after the recapture date, except for such obligations which expressly survive the termination of this Lease.

Notwithstanding the foregoing, no auction, liquidation, going out of business, fire or bankruptcy sales may be conducted in the Premises. Tenant shall not use the areas adjacent to the Premises for business purposes. Tenant shall not use or permit the use of any portion of said Premises for any unlawful purposes. No radio or television or other similar device shall be installed exterior to the Premises and no aerial shall be erected on the roof or exterior walls of the building in which Premises are located. No obstruction shall be placed or permitted on the walks immediately adjoining the Premises.

(c) Tenant covenants and warrants that during the Term, as the same may be extended, Tenant, at its sole cost and expense will procure, at its sole cost and expense, any permits, zoning approvals and licenses required for the transaction of business in the Premises, and Tenant will comply with all statutes, ordinances, rules, orders, regulations and/or requirements of all county, municipal, state, federal and other applicable governmental authorities now in force or which may hereafter be in force as the same pertain to the conduct of Tenant's business. Landlord shall, upon Tenant's reasonable request and at Tenant's sole cost and expense (including, without limitation, payment of Landlord's reasonable attorneys fees and disbursements) and without cost or liability to Landlord, reasonably cooperate with Tenant in connection with any and all applications to applicable governmental authorities for such licenses, permits, approvals, certificates, rulings, variances, authorizations or amendments, as shall be required by any laws in

connection with the use, change of use, repair, maintenance, alteration, and/or operation of the Premises subject to and in accordance with the provisions of this Lease.

(d) Tenant's anticipated hours of operation shall be: 11:00am-10:00pm

Tenant may make changes to the anticipated hours of operation based on membership and Franchisor requirements with Landlord's prior written consent, not to be unreasonably withheld, delayed or conditioned. In exercising reasonable consent, Landlord shall consider member usage history during the times that Tenant seeks to change daily operations.

3.02 **Care and Use of Premises.** Tenant shall take good care of the Premises and keep the same free from waste at all times. Tenant shall keep the Premises and all serviceways and loading areas adjacent to the Premises neat, clean and free from dirt, snow and ice, rubbish, insects and pests at all times, and shall store all trash and garbage within the Premises or at dumpsters provided by Landlord. Tenant will dispose of all trash and garbage within the area designated by Landlord for such trash pickup and removal. Tenant shall not perform any acts or carry on any practices that may injure the Premises. Tenant shall not obstruct or permit the obstruction of any street, drives, sidewalk or parking lot(s).

3.03 **Exclusive.** Provided (i) Tenant has not ceased to continuously operate in the Premises for a period in excess of one hundred twenty (120) consecutive days (exclusive of casualty, condemnation, Force Majeure (hereafter defined), or improvements related to a remodeling), and (ii) no Tenant default has occurred and is continuing, then Landlord agrees, during the Term of this Lease, not to permit any other tenant or user in the Shopping Center to be used and occupied for the Permitted Use (the "Exclusive Use"). Neither Landlord nor its affiliates or successors or assigns shall permit or suffer any other tenant in the Shopping Center to engage in the Exclusive Use of Pizza sales or a Bakery.

Landlord agrees to enforce Tenant's rights under this Section against other tenants in the Shopping Center using all reasonable legal means. Landlord understands that its breach of this provision will cause Tenant irreparable harm for which Tenant has no adequate legal remedy. The terms and provisions of this Section 3.03 shall not apply to nor be of any force or effect with respect to any existing tenant or occupant of the Shopping Center (i.e., any tenant or occupant under an executed lease or occupancy agreement) as of the Effective Date, or any successor, assignee or sublessee of such existing tenant or occupant, for so long as any such existing tenant's lease or any renewal, extension or replacement (in connection with a bankruptcy or leasehold mortgage foreclosure proceeding) thereof, or any such existing occupant's occupancy agreement, is in effect, or to the Premises demised thereunder; provided, however, that if any such existing tenant or occupant proposes to change its present use or enter into an assignment or sublease transaction, and the proposed use of the premises is different from the present use of such premises, then, to the extent Landlord's consent or approval is required for any such change in use, Landlord shall not consent to any such change in use if such change would violate the exclusive rights of Tenant hereunder.

Notwithstanding the foregoing, if, through no fault of Landlord or its affiliates or successors, another tenant violates Tenant's rights as set forth herein (a "Rogue Tenant Violation"), then Landlord shall, upon Tenant's written request (the "Violation Notice") make

demand on such tenant to cease the violation. If the violating tenant fails to observe Tenant's rights under this section within thirty (30) days after notice from Landlord, Landlord shall, at its sole cost and expense, enforce Tenant's exclusive rights against such tenant using all legal means as set forth above, provided, however, Tenant shall not be entitled to Abated Rent due to a Rogue Tenant Violation. In the event Landlord is unable to cause the Rogue Tenant Violation to cease within three hundred sixty-five (365) days after Landlord's receipt of the Violation Notice, Tenant shall have the right to exercise all of its rights and remedied with respect to a breach of this provision provided the existing breach is remedied and thereafter a new breach occurs.

3.04 **Noise; Vibrations.** It is acknowledged and agreed by Landlord that some minor noise, vibration and odor does result from the Permitted Use and that so long as the foregoing do not materially interfere with the use and enjoyment of the Shopping Center by other tenants, Tenant shall be in compliance with this Section 3.04. Subject to the preceding sentence, so long as approved design specifications provided in Tenant's Work are followed and so long as Tenant acts reasonably in abating or attempting to abate or minimize such noise, vibration and odor issues, Tenant shall be in compliance with its obligations set forth herein. Notwithstanding the foregoing, Tenant shall immediately comply with all reasonable requests of Landlord to prevent and/or eliminate any such noise, vibration or odor.

ARTICLE IV

4.01 **Real Estate Taxes and Assessments, Insurance and Common Area Expenses.** During the Term, as the same may be extended, Tenant shall pay, as additional rent, Tenant's Share (as this term is defined in Section 5.04, below) of all real estate taxes and assessments which may be levied or assessed by any lawful authority against the Shopping Center, including, but not limited to, any tax or assessment against the rent due under this Lease (but excluding all income and estate taxes) (the "Taxes"), Tenant's Share of the costs incurred by Landlord in purchasing and keeping in full force and effect the insurance described under Section 7.01(b), below (the "Landlord's Insurance") and Tenant's Share of the Common Area Expenses [as this term is defined in Section 5.04(c), below]. Taxes are currently estimated to be Four and 00/100 (\$4.00) Dollars per square foot. Tenant shall also be responsible for the payment of any tax or assessment levied against the rent due under this Lease.

Tenant shall pay, at the same time as the monthly installment of Base Rent is paid, an amount equal to one-twelfth (1/12) of Landlord's estimate of Tenant's Share of the Taxes, the Landlord's Insurance and the Common Area Expenses. Any delinquent payment of such amount for the Taxes shall be subject to the late charge and/or Default Interest as provided under Section 2.02. Landlord shall provide Tenant with a reconciliation (the "Reconciliation") of amounts billed and charges actually incurred for the Taxes, the Landlord's Insurance and the Common Area Expenses within ninety (90) days after the end of each calendar year. Any underpayment of Tenant's Share of the Taxes, the Landlord's Insurance and the Common Area Expenses shall be paid within thirty (30) days following receipt by Tenant of the Reconciliation. Any overpayment of Tenant's Share of the Taxes, the Landlord's Insurance and the Common Area Expenses shall be credited to the next estimated payment or to the next monthly installment or installments of Base Rent.

Until Tenant receives the Reconciliation or a new estimate of Tenant's Share of the Taxes, the Landlord's Insurance and the Common Area Expenses, Tenant's Share of such items shall continue to be paid at the rate being paid for the particular calendar year just completed. Upon

receipt of the Reconciliation or a new estimate of Tenant's Share of the Taxes, the Landlord's Insurance and the Common Area Expenses, Tenant shall commence payment to Landlord of the monthly installment of such items on the basis of the Reconciliation or new estimate beginning on the first day of the month following the month in which Tenant receives the Reconciliation or new estimate. In addition, Landlord reserves the right to revise its estimate of Tenant's Share of the Taxes, the Landlord's Insurance and the Common Area Expenses during the Calendar Year by delivering written notice to Tenant of Landlord's revised estimate of such items (the "Revised Estimate Notice") and Tenant shall commence payment to Landlord of the monthly installment of Tenant's Share of the Taxes, the Landlord's Insurance and the Common Area Expenses on the basis of the Revised Estimate Notice beginning on the first day of the month following the month in which Tenant receives the Revised Estimate Notice. Tenant's liability for Tenant's Share of the Taxes shall be prorated on the basis of a 365-day year to account for any fractional portion of a tax year included in the Term at its commencement and/or its expiration/termination. Landlord's and Tenant's responsibilities with respect to the reconciliation and payment of Tenant's Share of the Taxes, the Landlord's Insurance and the Common Area Expenses shall survive the expiration or earlier termination of this Lease.

ARTICLE V

5.01 **Alterations.** Without the written consent of Landlord (and except for Tenant's Work), Tenant shall not make any structural or any non-structural physical alterations, changes, and/or improvements to the Premises. All construction work done by Tenant within or about the Premises (including Tenant's Work) shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, and the requirements of any mortgage to which Landlord may be a party of which Tenant has been given notice and in such manner as to cause only reasonable interference with other construction in progress and with the transaction of business in the Shopping Center. Tenant shall defend, protect, indemnify and hold Landlord, its employees, officers, shareholders, managers, members, directors, agents, contractors, assigns and successors-in-interest, harmless from and against any and all liabilities, objections, losses, liens, costs, claims, actions, damages, personal injuries, penalties and expenses (including reasonable attorneys' fees) (sometimes hereinafter referred to as "Claims") arising in any way at any time in favor of any person or entity out of or relating to all construction work done by Tenant within or about the Premises (including Tenant's Work) and Tenant shall, if requested by Landlord, furnish bond or other security satisfactory to Landlord against any such Claims.

5.02 **Fixtures and Equipment.**

(e) All fixtures and equipment paid for by Landlord and all fixtures and equipment (but not Tenant's trade fixtures or furnishings) which may be paid for and placed on the Premises by Tenant which are so incorporated and affixed to building of which the Premises is a part (the "Building") that their removal would involve damage or structural change to the Building, shall be and remain the property of Landlord.

(f) All furnishings, trade fixtures and equipment ("Personalty") (other than those specified above) (which shall include any storefront signs) which are paid for and placed on the Premises by Tenant (other than those which are replacements for fixtures originally paid for by Landlord) shall remain the property of Tenant; provided, however, that Tenant shall be responsible for the repair of any damage resulting to the Premises from the installation, existence and/or removal thereof.

5.03 **Maintenance/Repairs.**

(a) Landlord shall, at its expense, keep and maintain the foundation, the roof, the structural soundness of the exterior walls and interior demising walls constructed by Landlord (except store fronts, plate glass windows, doors, door closure devices, window and door frames, molding, locks and hardware and painting or other treatment of interior walls) in good repair (ordinary wear and tear and any casualty covered by Article IX hereof excepted) and replace when necessary the roof of the Premises, except that Landlord shall not be required to pay for any repairs occasioned by the act or negligence of Tenant, its agents, employees, subtenants, licensees and concessionaires, which repairs shall be paid for by Tenant, including the amount of any insurance deductible required to be paid under any insurance policy. Tenant shall not be permitted to enter upon the roof of any building without Landlord's prior consent. If any repairs to any roof are necessary, Tenant shall immediately give written notice thereof to Landlord and Landlord shall perform such repairs with reasonable dispatch but Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice. Landlord's obligation to repair, keep and maintain the Premises and the Shopping Center is limited to repairs specified in this Section 5.03(a) only, and Landlord shall have no liability for any damages or injury arising out of any condition or occurrence causing a need for such repairs except for those caused by the gross and willful negligence of Landlord's employees and agents. Landlord shall not be called upon to make any improvements, except for Landlord's Work, or repairs of any kind upon or to the Premises and nothing contained herein shall limit Landlord's right to reimbursement from Tenant for maintenance, repair costs and replacement costs conferred elsewhere in this Lease.

(b) (i) Tenant shall keep the Premises in good, clean condition and shall, at its sole cost and expense, make all needed repairs and replacements (including, but not limited to, replacement of cracked or broken glass and repair and replacement of fixtures, electrical systems, fire retardant, sprinkler systems, walls, floors and ceilings, and all other repairs, renewals and restorations, ordinary and extraordinary, including), except for repairs and replacements required to be made by Landlord under the provisions of subsection (a), above and Article IX. Tenant shall keep all plumbing units, pipes and connections which service the Premises free from obstruction and protected against ice and freezing after Tenant is notified that the Premises are Ready for Occupancy.

(ii) Maintenance, repair and replacement of the air conditioning and heating equipment shall be Tenant's sole responsibility and at Tenant's cost throughout the Term of this Lease. Without limiting the generality of the foregoing, Tenant shall make all non-regularly scheduled maintenance/service calls with the HVAC contractor used by Landlord pursuant to Section 5.03(a), above or an HVAC contractor approved by Landlord.

(g) Tenant shall keep the Premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant. Tenant agrees to bond over or discharge any such lien (including, but not limited to, any construction, mechanic's or materialman's lien) within thirty (30) days after written request therefor by Landlord. Tenant shall give Landlord thirty (30) days' notice prior to commencing or causing to be commenced any work on the Premises, so that Landlord shall have reasonable opportunity to file and post notices of non-responsibility for Tenant's work. Tenant shall reimburse Landlord for any and all costs and expenses which may be incurred by Landlord by reason of the filing of any such liens and/or

the removal of same, such reimbursement to be made within ten (10) days after written notice from Landlord to Tenant setting forth the amount of such costs and expenses.

(h) Tenant, at its own expense, shall maintain fire extinguishers and other fire protection devices (other than the primary building fire-sprinkler system) as may be required from time to time by any agency having further jurisdiction thereof and/or by the insurance underwriters insuring the Building.

(i) In the event that Tenant fails, refuses or neglects to commence and complete repairs promptly and adequately, to remove any lien, to pay any cost or expense, to reimburse Landlord, or otherwise to perform any act or fulfill any obligation required of Tenant pursuant to this Article, Landlord may, but shall not be required to, make or complete any such repairs, remove such lien, pay such cost or perform such act or the like with five (5) days prior notice (except in the event an emergency exists, in Landlord's sole discretion, in which case no notice shall be required) to, but at the sole cost and expense of Tenant, and Tenant shall reimburse Landlord for all costs and expenses of Landlord thereby incurred on the next rental due date after receipt by Tenant from Landlord of a statement setting forth the amount of such costs and expenses. The failure by Tenant so to make repairs, to remove any lien, to pay any such cost or expense, or to reimburse Landlord shall constitute a default by Tenant under this Lease and shall carry with it the same consequences as failure to pay any installment of rent. Landlord's rights and remedies pursuant to this subsection shall be in addition to any and all other rights and remedies provided under this Lease or at law.

5.04 **Common Areas.**

(a) The term "Common Areas" shall mean and shall include all areas and facilities designated by Landlord from time to time for the common use of all tenants, including among other facilities, pedestrian walkways, landscaped areas, sidewalks, service corridors, throughways, parking areas and lots, curbs, loading areas, lighting facilities, and other areas and improvements provided by Landlord for the common use of all tenants, all of which shall be subject to Landlord's sole management and control and shall be operated and maintained as Landlord, in its discretion, shall determine. Subject to the terms and conditions of this Article V, Tenant and its employees, customers, subtenants, licensees and concessionaires shall have the non-exclusive right and license to use the Common Area as constituted from time to time, such use to be in common with Landlord, other tenants of the Shopping Center and other persons permitted by Landlord to use the same. Tenant and Tenant's agents and employees will comply fully with all requirements of the rules and regulations that are promulgated by Landlord from time to time (including, but not limited to, such rules and regulations concerning parking within the Shopping Center). Tenant shall further be responsible for the compliance with such rules and regulations by the employees, servants and agents of Tenant.

(b) Landlord reserves and shall have the right to:

(i) Make changes from time to time to the size, dimensions and location of the Common Areas (including, but not limited to, changes in the location of driveways, entrances, exits, vehicular parking spaces, parking area, or the direction of the flow of traffic) as shown in **Exhibit A**, as well as the location, dimensions, identity and type of any building shown in **Exhibit A** and to construct additional buildings or additional stories on existing buildings or

other improvements in the Shopping Center, and to eliminate buildings from the plan shown in **Exhibit A**;

(ii) Establish, amend and enforce reasonable rules and regulations applicable to all tenants of the Shopping Center concerning the maintenance, management, use, and operation of the Common Areas (including, but not limited to, such rules and regulations concerning parking within the Shopping Center);

(iii) Close all or any portion of the Common Areas to whatever extent required to prevent a dedication of any of the Common Areas or the accrual of any rights in any person or in the public to the Common Areas; and

(iv) Close all or any portion of the Common Areas for alteration, repair or maintenance purposes.

(c) During the Term, as the same may be extended, Tenant shall pay, as additional rent, its proportionate share of the costs incurred by Landlord's for repairs and maintenance of the roof under Section 5.03(a), except for the applicable warranty period for such item, and the costs of operation and maintenance of the Common Area, including but not limited to, all costs and expenses incurred by Landlord in operating, maintaining, repairing, lighting, signing, cleaning, painting, stripping, insuring, equipping, staffing, securing, and policing of the Common Area, including, but not limited to, among other costs (which may be incurred by Landlord in its sole discretion):

(i) Alarm systems, patrol services and fire protection;

(ii) Maintenance of irrigation systems;

(iii) All landscaping, including planting and replacement;

(iv) Repair or maintenance, cleaning, sweeping, painting, striping and repaving of parking lot, curbs, walkways, guardrails, bumpers, fences, screens, flagpoles, bicycle racks, signs and other markers, landscaping, drainage pipes, ducts, conduit and similar items, and lighting facilities;

(v) Maintenance and repair of utility systems serving the Common Areas, including, but not limited to, water, sanitary sewer and storm water lines and drainage systems, electrical, gas, telephone and lighting systems (including bulbs, poles, and fixtures) and other utility lines, pipes and conduit, including utility charges in connection with any of the foregoing systems;

(vi) Inspecting, maintenance and repair of any and all machinery and equipment used in the operation and maintenance of the Common Areas, including personal property taxes and other charges and taxes incurred in connection with such equipment;

(vii) Removal of snow, ice, dirt, rubbish, trash and debris;

- (viii) All materials, supplies and services purchased or hired and necessary in the operation of the Common Areas;
- (ix) Any and all personnel, including, without limitation, security and maintenance people, secretaries, bookkeepers, property managers and any other personnel related to the operation of the Common Area;
- (x) Administrative cost for on-site personnel and an overhead administrative cost/management allowance in an amount not to exceed fifteen percent (15%) of the Taxes, the Landlord's Insurance and the Common Area Expenses;
- (xi) Reasonable decoration (including seasonal decorations of) the Common Areas; and
- (xii) Advertising on behalf and/or promotion of the Shopping Center, so long as such advertising and/or promotion includes Tenant's ads or otherwise identifies Tenant (the entire foregoing are collectively sometimes herein referred to as the "Common Area Expenses").

Common Area Expenses are currently estimated to be Three dollars and fifty cents (\$3.50) per square foot of leasable area in the Premises. Notwithstanding the foregoing, Common Area Expenses shall exclude expenses due to: (i) painting, redecorating or other work that Landlord performs for any other tenant or prospective tenant of the Shopping Center; (ii) repairs or other work (including rebuilding) occasioned by fire, windstorm or other casualty or by condemnation; (iii) any costs that are separately charged to and payable by tenants or for which Landlord is compensated by insurance proceeds or warranties; (iiii) leasing commissions and expenses of procuring tenants, including, but not limited to, attorneys' fees for lease negotiations, lease concessions and lease take over obligations; (v) depreciation; (iv) interest on and amortization of debt; (vii) costs and expenses of enforcing leases against tenants, including legal fees; (viii) expenses resulting from any violation by Landlord of the terms of any lease of space in the Shopping Center or of any ground or underlying lease or any mortgage; (ix) the repair of any part of the Common Areas that was inadequately designed or defectively constructed; (v) expenses for vacant or vacated space, including utility, security and renovating costs for such space; (vi) expenses directly resulting from the negligence or willful misconduct of the Landlord, its agents, contractors servants or employees; (vii) expenses incurred with respect to the correction, disposal and investigation, removal, transportation or treatment of Hazardous Materials; and (viii) capital improvements costs except for those that are (1) done in an effort to reduce overall Common Area Expenses at the Shopping Center or (2) required in order to bring the Shopping Center or Common Areas into compliance with newly enacted or promulgated applicable laws, regulations, codes or ordinances, and provided that same are amortized over the useful life of the asset in accordance with generally accepted accounting principles.

Tenant's proportionate share ("Tenant's Share") shall be equal to the square footage of the Premises as a proportion of the total leasable square footage of the Shopping Center (as such square footage is determined by Landlord's architect from time to time. Notwithstanding the foregoing, the Controllable Common Area Expenses (as hereinafter defined) which may be passed through to Tenant under this Article 5 shall not increase in any Lease Year by an amount which exceeds

five percent (5%) of such Controllable Common Area Expenses for the immediately preceding Lease Year (as measured on a cumulative and compounded basis). Controllable Common Area Expenses mean all Common Area Expenses payable by Tenant hereunder except for snow and ice removal, Landlord's Insurance and the cost of utilities (as differentiated from the cost of maintenance, repair and replacement of utility lines and the like).

ARTICLE VI

6.01 **Utilities.** Tenant agrees to pay all charges made against the Premises for gas, heat, water, electricity, sewage disposal, refuse, telephone and all other utilities during the Term, as the same may be extended, as the same shall become due. Landlord shall not be liable to Tenant for the quality or quantity of such utilities, or for any interruption in the supply of any such utilities, except for an interruption caused by Landlord.

ARTICLE VII

7.01 **Insurance.**

(a) Throughout the Term, Tenant, at its own expense, shall purchase and keep in force and effect, for the benefit of Landlord and Tenant, insurance of the following type and in the following amounts:

(i) Commercial General Liability Insurance insuring Tenant as a named insured and Landlord as an additional insured written on an occurrence and not a claims-made basis, containing provisions adequate to protect both Landlord and Tenant from and against claims for bodily injury, including death and personal injury (and with the Employee Exclusion deleted as to all such claims for personal injury), and claims for property damage occurring upon the Premises due to the acts, omissions or negligence of Landlord or Tenant or their respective employees, agents, independent contractors, architects or engineers or due to Tenant's failure to comply with, or default or other breach of, the provisions of this Lease, such insurance having bodily injury and property damage combined limits of liability of not less than Two Million Dollars (\$2,000,000.00) per occurrence which coverage may be provided by supplementing the Commercial General Liability policy with an Umbrella Liability policy.

(ii) Extended coverage, broad form, "all risks" and vandalism coverage in form and substance satisfactory to Landlord to fully protect Landlord in an amount of the full replacement cost of the Premises without co-insurance, deduction for depreciation and having a deductible of not more than Five Thousand and 00/100 Dollars (\$5,000.00). The amount of such insurance shall be revised annually to reflect current replacement costs.

(iii) Business interruption insurance in amounts equal to Tenant's total rental obligation for twelve (12) full months under this Lease plus the total of the estimated cost to Tenant of the Taxes, maintenance, repairs and insurance premiums for such twelve (12) month period.

(iv) Worker's compensation covering all persons employed by Tenant in connection with any work done on or about the Premises with respect to which claims for death or bodily injury may be asserted against Landlord, Tenant or the Premises.

(v) Tenant shall also be responsible for all glass damage on or within the Premises and shall obtain its own insurance for all improvements, fixtures, goods, material and inventory, including any tenant improvements made by Landlord.

Each of the aforesaid policies of insurance shall provide that it shall not be canceled or materially modified without at least thirty (30) days prior written notice to Landlord and that Tenant has waived all rights of recovery against Landlord. Throughout the term, not less than thirty (30) days prior to the expiration dates of policies to be furnished hereunder, certificates of initial or renewal policies, as the case may be, shall be delivered to Landlord by Tenant. All insurance required of Tenant shall be effected under valid and enforceable policies issued by insurers of recognized responsibility licensed to do business in the State of Michigan. Such insurers must be rated at least A-XII by Best's Insurance Guide. If Tenant fails to effect, maintain or renew any insurance provided for herein, or to pay the premium therefor, or to deliver to Landlord any such policies or certificates, then Landlord may, at its option, but without any obligation to do so, upon five (5) days written notice to Tenant, procure such insurance. Any sums expended by Landlord to procure such insurance shall be additional rent hereunder and shall be repaid to Landlord on the next rental due date following the date upon which such expenditures shall be made by Landlord.

(b) Throughout the Term, Landlord (at the cost and expense of the tenants of the Shopping Center) shall purchase and keep in force and effect:

(i) Fire and extended coverage insurance, for the benefit of Landlord, in an amount of the full replacement cost of the Shopping Center (including the Premises) without co-insurance or deduction for depreciation and having a deductible of an amount not more than Five Thousand and 00/100 Dollars (\$5,000.00). The amount of such insurance shall be revised annually to reflect current replacement costs.

(ii) Liability insurance, for the benefit of Landlord, in such amounts as Landlord deems necessary, for personal injury, death and property damage.

(iii) Broad form boiler and machinery insurance, for the benefit of Landlord, in such amounts as Landlord deems necessary.

(iv) Workers' compensation insurance for Landlord's employees or similar insurance to the extent required by law.

(v) Loss of rents insurance, for the benefit of Landlord, in an amount of one hundred percent (100%) of one year's business income from the Shopping Center.

(vi) Any other insurance reasonably required by Landlord or any mortgagee of Landlord.

Tenant shall pay Tenant's Proportionate Share of insurance premiums for such insurance as part of Common Area Charges.

7.02 **Insurance Proceeds.** Landlord and Tenant agree that if the Premises are destroyed in whole or in part by fire or other casualty, all proceeds of insurance applicable to the Premises shall be payable to and assigned to and be the sole and separate property of Landlord and that

Tenant shall have no claim or rights thereunder; provided, however, that such insurance coverage which is independently maintained solely by Tenant through policies for Tenant's contents and fixtures shall be payable to Tenant or as provided in said policies.

7.03 **Waiver of Subrogation.** Any of the terms and provisions of this Lease to the contrary notwithstanding, Landlord and Tenant do each release and discharge the other and waive any and all rights of recovery against the other or its agents, officers, and employees for any loss or damage suffered or incurred by the other party as a result of loss or damage to the Premises or the contents thereof by reason of fire, the elements, or any other cause which is insured against under the terms of the insurance required to be obtained by Landlord under Section 7.01, above, regardless of cause or origin, including the negligence of Landlord or Tenant or their respective agents, officers, or employees. All insurance policies carried by either party covering the Premises shall expressly waive any claims of the insurer against the other party for damage to or destruction of the Premises and resulting from any acts, omissions, or negligence of the other party.

ARTICLE VIII

8.01 Non-Liability.

(a) Landlord shall not be liable to Tenant or to Tenant's employees, agents or visitors, or to any other person or entity, for any injury to person or damage to or loss of property on or about the Premises caused by the negligence or misconduct of Tenant, its employees, agents, subtenants, licensees or concessionaires, or of any other person entering the Shopping Center under the express or implied invitation of Tenant, or any injury to person or damage to or loss of property on or about the Premises or the Common Areas caused by the negligence or misconduct of Tenant, its employees, agents or subtenants, or arising out of the use of the Premises by Tenant and the conduct of its business therein, or arising out of the breach or default by Tenant in the performance of its obligations hereunder or resulting from any other cause except the gross or willful negligence of Landlord or its employees or agents. Tenant shall defend, protect, indemnify and hold Landlord, its employees, officers, shareholders, managers, members, directors, agents, contractors, assigns and successors-in-interest, harmless from and against any and all Claims arising in any way at any time out of such injury, damage or loss.

(b) The foregoing to the contrary notwithstanding (and as a consideration for making this Lease), Landlord shall not be liable for the Premises, the Common Areas or other portions of the Shopping Center becoming out of repair or by any defect or failure of equipment, water supply or electric current, nor for any injury or damage which may be sustained to person or property by Tenant, or any other person, caused by or resulting from electricity, gas, water, rain, ice or snow which may exist on or leak or flow from or into any part of the Building and/or the Premises or from the breakage, leakage, obstruction or other defect of the roof, outer walls, parking lot(s), heating, cooling and ventilation systems, pipes, wiring, appliances, plumbing or lighting fixtures of the Building and/or the Premises, the condition of either of them, or from any source or cause whatsoever, whether the same damage or injury shall be caused by or due to the negligence of Landlord, or its agents, servants or employees. Additionally, Landlord shall not be liable to Tenant or any other person or entity for any loss or damage that may be occasioned by acts or omissions of other tenants of the Shopping Center or of any other persons or entities whatsoever, excepting only the gross negligence of agents and employees of Landlord. Without limiting the generality of the foregoing, except as specifically provided herein Landlord shall also not be liable for any defect in the Premises or the Building, latent or otherwise, after the date that is one (1) year

after the Premises are Ready for Occupancy, whether or not such defect is discovered within such one (1) year period.

ARTICLE IX

9.01 Casualty.

(a) If all or any part of the Building is damaged or destroyed by fire or other casualty:

(i) and the damage, as estimated by Landlord, is to such extent that the cost of restoration will equal or exceed fifty percent (50%) of the replacement value of the Building (exclusive of the foundation) and/or the Premises in its condition immediately prior to the damage, Landlord may, within ninety (90) days thereafter terminate this Lease. If such notice is given (x) this Lease shall terminate on the seventh (7th) day after the delivery of said notice, (y) Tenant shall surrender possession of the Premises within a reasonable time thereafter; and (z) Base Rent and additional rent shall be apportioned as of the date of such surrender and any rent paid for any period beyond said surrender date shall be repaid to Tenant, or

(ii) and the damage, as estimated by Landlord, amounts to less than fifty percent (50%) of said replacement value of the Building and/or the Premises, or if despite the cost Landlord does not elect to terminate this Lease, then Landlord shall at its own cost and expense restore the Building and the Premises with reasonable promptness, subject to delays beyond Landlord's control and delays in the making of insurance adjustments by Landlord, and Tenant shall not have the right to terminate this Lease; provided, however, that Landlord is under no obligation to repair, replace or restore any fixtures, improvements or other property of Tenant, nor any interior improvements of Tenant (including, but not limited to, Tenant's Work). The foregoing to the contrary notwithstanding, under no circumstances shall Landlord be under any obligation to make repairs or alterations if the cost is in excess of any insurance proceeds recovered and made available by Landlord.

(b) Tenant agrees that during any period of reconstruction or repair of the Premises it will continue the operation of its business within the Premises to the extent practicable. In any case of damage to the Premises, Base Rent and Tenant's Share of Taxes, the Landlord's Insurance and the Common Area Expenses shall be abated in proportion to the portion of the Premises rendered untenable until the same is rendered in a tenable condition (as tenability is determined by Landlord in its sole discretion).

(c) In the event of any damage to the Building and/or the Premises and/or any contents of either of them, each party shall look first to any insurance in its favor before making any claim against the other party.

(d) In the event of any damage to the Building, Tenant shall, at its sole cost and expense, repair, replace and restore all improvements to the interior of the Building which were originally made by Tenant or required under this Lease. If Landlord elects to terminate this Lease, all insurance proceeds for the full replacement cost of such improvements which would be Landlord's property upon Tenant's surrender of the Premises shall be paid to Landlord as its sole and separate property and Tenant shall not be required to undertake the repair, replacement and restoration described in the preceding sentence.

(e) Notwithstanding anything to the contrary contained herein, in the event any mortgagee of Landlord (with respect to the Premises) requires that the insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by such mortgagee, whereupon all rights and obligations hereunder (except those that expressly survive expiration or termination of the Lease) shall cease and terminate.

ARTICLE X

10.01 **Condemnation.** If (a) all or more than ten percent (10%) of the Premises or ten percent (10%) of the Shopping Center is taken by condemnation or (b) all or more than ten percent (10%) of the Premises is conveyed to any authority having the power of eminent domain (either of these events being herein referred to as a “Taking”), upon and from the day that possession of that part shall be required for any public purpose either Landlord or Tenant may terminate this Lease upon written notice to the other, which notice shall be delivered within sixty (60) days following the date notice is received of the Taking. If this Lease is so terminated, then Base Rent and any other amounts paid in advance of the date of termination shall be refunded to Tenant.

In the event of a Taking of any part of the Common Areas, this Lease shall not terminate nor shall Base Rent or other amounts reserved hereunder be reduced; provided, however, if more than twenty percent (20%) of the area of the Common Areas or of the parking area of the Shopping Center is so taken, then Landlord may terminate this Lease upon written notice to Tenant, which notice shall be delivered within thirty (30) days following the date notice is received of the Taking.

In the event of either (i) a Taking in respect of which neither party shall have the right to terminate this Lease or (ii) a Taking in respect of which neither party shall elect to terminate this Lease, this Lease and the term thereof shall continue in full force and effect; Landlord shall make all necessary repairs to the Premises to render and restore the same to a complete architectural unit; and Tenant shall continue in possession of the portion of the Premises not taken under the power of eminent domain, under the same terms and conditions as herein provided, except that the Base Rent reserved herein shall be reduced in direct proportion to the amount of the Premises so taken. All damages awarded for the Taking shall belong to and be the property of Landlord, whether damages be awarded as compensation for diminution in value of the leasehold or to the fee of the Premises; provided, however, that Tenant may claim damages and be entitled to any portion of any award for compensation specifically attributed to any loss of any of Tenant’s trade fixtures or other Tenant’s property, for loss of business or for moving expenses.

ARTICLE XI

11.01 **Entry by Landlord.** Landlord or Landlord’s agents shall have the right to enter upon the Premises at all reasonable times and with reasonable notice to examine the same and to show them to prospective tenants, purchasers or mortgagees. Landlord or Landlord’s agents shall have the further right to enter the Premises at reasonable times and notices, unless an emergency exists in Landlord’s sole discretion, to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, in its discretion, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefor with the same not constituting an eviction of Tenant in whole or in part, and the rent and other charges reserved under this Lease shall in no way abate while said repairs, alterations, improvements or additions are being made by reason or loss or interruption of business of Tenant or otherwise, unless such repairs,

alterations, improvements or additions (a) materially adversely affect the normal and customary operation of Tenant's business and (b) are not (i) necessitated by the acts or omissions of Tenant or its agents or employees or (ii) required to be performed by Tenant under this Lease; provided, however, that such right of Landlord to enter to make repairs, alterations, improvements or additions shall in no way obligate Landlord to so do or relieve Tenant of any obligation under this Lease or any law to so do.

ARTICLE XII

12.01 **"As Is" Transaction.** Except as otherwise specifically provided herein, Landlord makes no warranties or representations of any kind in connection with the quality or condition of the Premises. Tenant acknowledges for Tenant and Tenant's successors, heirs and assignees, that except as explicitly set forth in this Lease such Lease shall be without representation or warranty of any kind, express or implied, including, but not limited to, warranty of income potential, operating expenses, uses, merchantability or fitness for a particular purpose, and Landlord does hereby disclaim and renounce any such representation or warranty. Tenant specifically acknowledges that Tenant is not relying on any representations or warranties of any kind whatsoever, express or implied, from Landlord as to any matter concerning the Premises.

ARTICLE XIII

13.01 **Signs.** Tenant will not place or cause to be placed or maintained on any exterior door, wall or window of the Premises any sign, advertising matter or other thing of any kind and will not place or maintain any decoration, sign, lettering, advertising matter on the glass of any window or door of the Premises, or any hanging sign or merchandise display within five feet of any such window or door, without Landlord's prior written approval. No symbol, design, name, mark or insignia adopted by the Landlord for the Shopping Center shall be used without the prior written consent of Landlord. No illuminated signs located in the interior of the store and which are visible from the outside shall advertise any product. All signs located in the interior of any store shall be in good taste so as not to detract from the general appearance of the store and the Shopping Center; no handwritten signs shall be permitted unless professionally prepared. Tenant further agrees to maintain any such sign, decoration, lettering, advertising, matter or other thing, as may be approved, in good condition and repair at all times. Tenant's one exterior sign shall be governed by the criteria set forth in **Exhibit D** attached hereto and made a part hereof. Landlord shall have no obligation or liability of any kind to Tenant resulting from any restrictions imposed by Landlord regarding signs, including without limitation, Landlord's restrictions on the size and character of the Tenant's exterior sign.

ARTICLE XIV

14.01 **Tenant's Property.** Tenant shall have the right, without Landlord's Approval being necessary or required, to place liens upon or give security interests in the Personalty (as defined in Section 5.02(b), and/or the proceeds of any thereof (but specifically excluding any portion of the electrical, heating or air conditioning systems serving the Premises and any of Landlord's property as defined in Section 5.02(a) as fixtures permanently affixed to the Property), any time or from time to time located, erected or installed on the Premises by Tenant during the Term. Any such lien or security interest shall vest in the lien holder or secured party a prior lien on or security in such Personalty. Landlord shall execute any instruments that the lien holders or secured parties may reasonably request or require from Landlord, with respect to acknowledging:

(a) the right of Tenant to erect or install such Personalty and that same shall not be deemed to be nor become part of the Premises; (b) the right of the lien holder or secured party to maintain a lien thereon or security interest therein superior to any claim and interest of Landlord; (c) the right of the lien holder to remove any and all such Personalty in the event of default in the instrument creating the lien or security interest during the Term of the Lease, subject to making reasonable repairs to the Premises for any physical injury caused thereto by such removal, but without any liability for diminution in value of the Premises caused by the absence of the Personalty so removed and without any necessity for replacing same; and (d) the right of Tenant to grant to such lien holder a collateral assignment of its interest in this Lease as further security to such lien holder.

ARTICLE XV

15.01 Assignment and Subletting.

(a) Neither Tenant nor Tenant's legal representatives or successors in interest by operation of law or otherwise may assign this Lease or sublet the whole or any portion of the Premises without the prior written consent of Landlord, which Landlord may not unreasonably withhold or condition. Any such assignment or subletting without Landlord's prior written consent shall be void and of no effect and shall give Landlord the right to terminate this Lease and re-enter and repossess the Premises. Notwithstanding the foregoing, consent shall not be required for an assignment or subletting to a parent, subsidiary or affiliate, the merger or consolidation of Tenant or Guarantor, sales of stock of Tenant or Guarantor, or the sale of a majority of Tenant's assets in the trade area. No assignment by Tenant shall relieve Tenant or Guarantor, if any, of any obligation to be performed by Tenant under this Lease whether arising before or after the assignment except under the following circumstances, in which case Tenant shall be released from liability under this Lease: (y) Landlord receives a reasonable replacement Tenant and/or guarantor or a reasonable Letter of Credit from the replacement Tenant and/or Guarantor; or (z) as of the date of amendment between Landlord and an assignee or transferee in the event this Lease is amended in a material fashion to increase Tenant's liabilities hereunder. Notwithstanding the preceding sentence, in the event this Lease is amended in any material fashion to increase Tenant's liability hereunder without Tenant's written consent, Tenant shall only be released with respect to such increase in Tenant's liability and shall remain liable for its obligations under this Lease absent such amendment. If Tenant assigns this Lease or sublets all or any portion of the Premises, then the assignee or the subtenant, as the case may be, shall use the Premises only for uses permitted under this Lease and such other uses as are permitted by Landlord.

(b) Consent by Landlord to one or more assignments(s) of this Lease or to one or more subletting(s) of all or any portion of the Premises shall not exhaust Landlord's right under the Article. In the event that Tenant, with or without the previous consent of Landlord, does assign or in any manner transfer this Lease or any estate or interest therein, Tenant shall in no way be released from any of its obligations under this Lease.

ARTICLE XVI

16.01 Landlord's Right to Cure Default of Tenant. In the event Tenant shall default in the performance of any covenant or condition of this Lease, Landlord may (without notice to Tenant, if in Landlord's reasonable opinion an emergency exists) perform such covenant or condition for Tenant's account and at the expense of Tenant. Landlord shall be reimbursed by Tenant for any expense incurred by Landlord (a) in performing such covenant or condition or (b)

in instituting, prosecuting or defending any action instituted because of any default of Tenant, including, but not limited to, reasonable attorneys' fees. If Tenant becomes obligated to reimburse Landlord hereunder, such sum shall be considered additional rent and shall be due with the next subsequent installment of Base Rent due and payable under this Lease. Should Tenant fail to make such reimbursement when due, Landlord shall have all the remedies for default in the payment of rent provided under the terms of this Lease. The provisions of this Article shall survive the expiration or earlier termination of this Lease.

ARTICLE XVII

17.01 **Definition of Event of default.** Each of the following shall be deemed an Event of default: (i) Tenant's failure to make payment of rent or other charges as provided in this Lease if such failure continues for seven (7) days after written notice from Landlord that the same is due; (ii) Tenant's failure to perform any of the covenants, terms, conditions or provisions of this Lease where such failure continues beyond the period in which performance is required to be made by specific provision of this Lease or, if no such period is provided, for a period of thirty (30) days after written notice thereof from Landlord to Tenant, unless such failure is of a character that requires longer than thirty (30) days to cure and Tenant shall have commenced to cure said failure within thirty (30) days and completes the same with due diligence; (iii) Tenant's failure to make payment of rent or other charges as provided in this Lease or to comply with any of the covenants, terms, conditions, or provisions of this Lease such that Landlord sends three (3) or more written notices in accordance with this Section 17.01 during any lease year; or (iv) if a petition is filed by or against Tenant for relief under the bankruptcy laws, or Tenant shall make an assignment for the benefit of creditors, or if a receiver of any property of the Tenant be appointed in any action, suit or proceeding by or against Tenant, or if Tenant shall admit that it is insolvent, or it is generally not paying its debts as such debts become due, or if the interest of Tenant in the Premises shall be sold under execution or other legal process.

17.02 **Termination of the Lease.** Upon the occurrence of an Event of default, Landlord shall have the right to terminate the Lease and shall be entitled to possession of the Premises. Landlord may make its election to terminate known to Tenant by delivery of a notice of termination. Such termination shall be immediately effective and Landlord shall be entitled to forthwith commence an action in summary proceedings to recover possession of the premises.

17.03 **Receipt of Money After Termination of Lease.** No receipt of money by the Landlord from the Tenant after the termination of this Lease shall reinstate, continue or extend the term, nor affect or waive any notice given by the Landlord to the Tenant prior to such receipt of money.

17.04 **Recovery of Damages Following Termination.** Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorneys' fees, and damages, all of which amounts shall be immediately due and payable from Tenant to Landlord. Additionally, if Landlord has incurred any costs or expenditures to fit the premises to the needs of Tenant, Tenant agrees to reimburse Landlord such costs and expenditures, including for purposes of illustration but not by way of limitation, expenditures for interior partitions, floor coverings, special paint, plaster or any counter, cabinet, shelving, paneling or other special work done at the request of Tenant and not previously paid for by Tenant. In the event of declaration of forfeiture at or after the time of re-entry, Landlord may re-

let the Premises or any part thereof for a term and at a rent which may be less than or exceed the balance of the Term of and the rent reserved under this Lease, the rent for which the Premises are so re-let being prima facie the fair and reasonable rental value thereof, and in such event Tenant shall pay to Landlord as liquidated damages for Tenant's default hereunder, at Landlord's option:

(a) Any deficiency between the total rent reserved hereunder and the net amount, if any, of the rents collected on account of any lease or leases of the Premises for what would otherwise have constituted the balance of the Term of this Lease, in computing such liquidated damages there shall be added to such deficiency any expenses which Landlord may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage fees and expenses, advertising and for keeping the Premises in good order or for preparing the same for re-letting, any such liquidated damages shall be paid in monthly installments by tenant on the Rent Day, and any suit brought to collect the deficiency for any month shall not prejudice the right of the Landlord to collect the deficiency for any subsequent month by a similar proceeding; or

(b) Any deficiency between the total rent reserved hereunder and the fair and reasonable rental of the Premises, both discounted at four (4%) percent per annum to present value at the time of the declaration of forfeiture.

(c) Landlord shall in no event, whether or not forfeiture has been declared, be obliged to be responsible in any way whatsoever for failure to re-let the Premises or in the event that the Premises are re-let, for failure to collect the rent thereof under such re-letting. The failure of Landlord to re-let the Premises or any part thereof shall not release or affect Tenant's liability for rent damages. No receipt of money by the Landlord from the Tenant after the termination of this Lease shall reinstate, continue or extend the term, nor affect or waive any notice given by the Landlord to the Tenant prior to such receipt of money.

17.05 **Right to Re-Enter.** If the Event of default is for the nonpayment of rent, Landlord may, as an alternative to terminating the Lease, serve a written demand for possession or payment. Unless the rent is paid in accord with the demand for possession or payment, Landlord shall be entitled to possession of the premises and Tenant shall have no further right to possession under the Lease. Tenant shall remain liable to Landlord for the payment of all rent and other charges which Tenant has agreed to pay under this Lease throughout the remainder of its term. Should Landlord elect to re-enter, as herein provided, it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole, reasonable discretion may deem advisable. Upon each such reletting all rentals and other sums received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorneys' fees and of costs of such alterations and repairs; third, to the payment of rent and other charges due from Tenant, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable. If such rentals and other sums received from such reletting during any month be insufficient to pay the rent and other charges due from Tenant, Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this Lease. Notwithstanding any such

reletting without termination, Landlord may at any time hereafter elect to terminate this Lease for such previous breach.

Notwithstanding anything to the contrary contained in Sections 17.4 and 17.5, Tenant shall be liable to Landlord for the costs of preparing, altering and/or remodeling the Premises for reletting provided that such costs do not exceed the cost to return the Premises to a vanilla shell.

17.06 **Other Remedies.** The Landlord's rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other rights, remedies and benefits allowed by law.

17.07 **Estoppel.** The parties agree that they shall rely solely upon the terms of this Lease to govern their relationship. They further agree that reliance upon any representation, act or omission outside the terms of this Lease shall be deemed unreasonable, and shall not establish any rights or obligations on the part of either party.

17.08 **Independent Covenant.** Notwithstanding anything to the contrary, Tenant acknowledges and agrees that its obligation to pay rent under this Lease is an independent covenant, and that such obligation to pay rent is not subject to setoff or recoupment in connection with any action for summary proceedings to recover possession of the premises.

17.09 **Legal Expenses.** In the event that Landlord is required to bring an action arising out of the covenants, terms, conditions or provisions of this Lease, or in the event Landlord undertakes an action for summary proceedings to recover possession of realty, or in the event Landlord utilizes the services of an attorney to deliver late payment or other breach notices to Tenant, Tenant agrees to pay Landlord such reasonable costs and attorneys' fees as Landlord may incur in connection with such action. In the event Landlord engages legal counsel to deliver default or late payment notice to Tenant, Tenant shall pay the fees and costs from such legal counsel upon invoice by Landlord.

17.10 **Reasonable Rent.** Landlord and Tenant hereby represent that in the event an action for summary proceedings to recover possession of realty is commenced, the amount set forth in this Lease shall be deemed reasonable rent for the premises.

17.11 **Waiver of Jury Trial and Counterclaim.** The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim of injury or damage. This shall not, however, be construed as a waiver of Tenant's or Landlord's right to assert such claims in any separate action brought by Tenant or Landlord.

17.12 **Curing of Tenant's Default by Landlord.** Notwithstanding anything herein contained to the contrary, if Tenant shall be in default in the performance of any of the terms or provisions of this Lease and if Landlord shall give to Tenant notice in writing of such default specifying the nature thereof, and if Tenant shall fail to cure such default within the time provided in such notice or immediately if such default requires emergency action, Landlord may, in addition to its other legal and equitable remedies, cure such default for the account of and at the cost and expense of Tenant, and the sums so expended by Landlord, including reasonable legal fees, shall

be deemed to be additional rent and shall be paid by Tenant on the day when rent shall next become due and payable.

17.13 **Landlord's Default.** If Landlord fails to perform any of the covenants or conditions required on its part to be performed pursuant to this Lease, where such failure continues for a period of thirty (30) days after receipt of written notice specifying the nature and extent of such default in detail (provided, however, that if such default is of a nature that it cannot reasonably be cured within such thirty (30) day period, Landlord shall have such additional time as may be required to effect such cure provided Landlord commences the cure within such thirty (30) day period), Landlord shall be liable to Tenant for all damages sustained as a direct result of such breach.

ARTICLE XVIII

18.01 **Quiet Enjoyment.** Upon payment by Tenant of the rent herein provided, and upon observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall occupy and enjoy the use and possession of the Premises without disturbance, molestation, hindrance, interference, or ejection of whatsoever kind, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XIX

19.01 **Holding Over.** Subject to the provisions of Section 1.03, above, if Tenant remains in possession of the Premises after the expiration of the Term (as the same may be extended hereunder), that continuing possession shall create a month-to-month tenancy, subject to the terms and conditions of this Lease, except that monthly rent shall increase to one hundred (100%) of the rent paid for the last month of the Term.

ARTICLE XX

20.01 **Notice.** All notices, requests, demands or other communications under this Lease shall be in writing and deemed given when delivered personally, upon the next business day if deposited with a nationally recognized over night delivery service, or upon the third following business day, if deposited in the United States Mail with postage prepaid and sent by certified mail, return receipt requested, addressed as follows:

To Tenant:

With copy to:

Crispelli's, LLC
1980 Southfield Rd
Birmingham, MI 48009

To Landlord:

VDG Grosse Pointe, LLC
950 S. Old Woodward Avenue, Suite 220
Birmingham, MI 48009
Attention: Frank Arcori
Email: frank.arcori@verusdg.com

With copy to:

David Yaldo
4036 Telegraph Road, Suite 204
Bloomfield Hills, MI 48302
Phone: 248-645-1500 ext. 222
Email: dyaldo@sypclaw.com

or to such address as the parties may from time to time designate by notice in writing to the other parties.

ARTICLE XXI

21.01 **Headings.** The Article and Section headings in this Lease are for convenience only and do not in any way limit or explain the terms and provisions of this Lease or the intent of Landlord or Tenant.

21.02 **Partial Invalidity.** If any term, covenant, condition, or provision of this Lease or if the application thereof to any person or circumstance is to any extent ever determined to be invalid or unenforceable, the remainder of this Lease or the application of that term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each other term, covenant, condition, or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

21.03 **Waiver.** The failure of either party to enforce its rights or remedies upon the default of the other party shall not prevent a similar subsequent default from constituting a default under this Lease and shall not be deemed to be a waiver by the non-defaulting party of the right to enforce the terms and provisions of this Lease in the event of a subsequent default.

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

21.05 **Successors and Assigns.** This Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, permitted successors and permitted assigns of Landlord and Tenant, as the case may be.

21.06 **No Broker.** Landlord and Tenant each represent and warrant to the other that no real estate broker other than Landmark Commercial Real Estate Services under separate agreement (“Broker”) have been instrumental in the procurement of this Lease. Landlord represents and warrants that it shall pay a commission to the Broker under a separate agreement. Additionally, Landlord and Tenant represent and warrant that no other real estate commission or compensation shall be payable by such party with respect to the procurement and execution of this Lease or the rental of the Premises contemplated hereby. Each party shall indemnify and save the other party wholly harmless against any loss, cost, or other expense, including reasonable attorney’s fees that may be incurred by such other party by reason of any breach of the foregoing warranties.

21.07 **Entire Agreement.** This Lease and the Exhibits attached hereto and made a part hereof by this reference contain the entire and only agreement between Landlord and Tenant with respect to the transaction contemplated hereunder. This Lease may not be amended or modified except pursuant to a written instrument signed by both Landlord and Tenant.

21.08 **Relationship of Parties.** The relationship between Landlord and Tenant is solely that of landlord and tenant and nothing in this Lease shall be construed as creating a partnership or joint venture between Landlord and Tenant.

21.09 **Indemnity.** Except as otherwise explicitly provided herein, Tenant shall defend, protect, indemnify and hold Landlord, its employees, officers, shareholders, managers, members, directors, agents, contractors, assigns and successors-in-interest, harmless from and against any and all liabilities, objections, losses, liens, costs, claims, actions, damages, personal injuries, penalties and expenses (including reasonable attorneys’ fees) arising in any way at any time in favor of any person or entity out of or relating to the Premises (including, but not limited to, the construction thereof) or any default of Tenant under this Lease.

21.10 **Rights and Remedies.** It is hereby agreed by Landlord and Tenant that each and every right, remedy and benefit provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed at law or in equity.

21.11 **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord’s right to recover the balance of such rent or pursue any other remedy provided in this Lease.

21.12 **Transfer of Interest.** In the event of any transfer or transfers of Landlord’s interest in the Premises, including a so-called sale-leaseback, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds then in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such interest, to the then transferee; and (b) notice of such sale, transfer or Lease shall be delivered to Tenant as required

by law. Upon the termination of any such Lease in a sale-leaseback transaction prior to termination of this Lease, the former lessee thereunder shall become and remain liable as Landlord hereunder until a further transfer. No holder of a mortgage to which this Lease is or may be subordinate shall be responsible in connection with the security deposited hereunder, unless such mortgagee or holder of such deed of trust or lessor shall have actually received the security deposited hereunder.

21.13 **Estoppel Certificate.** Within ten (10) days after written request by Landlord, Tenant shall execute, acknowledge and deliver to the other a certificate in reasonably acceptable form certifying that (a) this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating said modifications), (b) the dates to which Base Rent and other charges have been paid in advance, if any, (c) Tenant neither (i) presently asserts any Landlord default, claim against Landlord, matured right of setoff, or right to pay reduced rent nor (ii) knows of any fact which, with the giving of notice or the passage of time, or both, could give rise to any such default, claim or right (or if there are such assertions or knowledge, stating said assertions or knowledge) (d) that there are no uncured defaults by Landlord, and (e) any other information reasonably requested by Landlord, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser, mortgagee, or assignee of any mortgagee of the Premises.

21.14 **Limitation of Liability of Landlord.** If Landlord shall fail to perform any covenant, term or condition of this Lease required to be performed by Landlord under this Lease, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Shopping Center and out of rents and other income from such Shopping Center receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or a part of the Shopping Center. Neither Landlord, its successors or assigns, nor any of the parties, persons or entities comprising the Landlord, shall be liable for any deficiency.

21.15 **Surrender upon Termination.** Upon the expiration or earlier termination of this Lease, Tenant will yield and deliver up the Premises, including the Building and the fixtures and equipment belonging to Landlord therein contained, peaceably to Landlord in “broom-clean” condition and in as good repair as when taken, except for reasonable and normal wear and tear, and except for damage or destruction resulting from causes which are covered by insurance.

21.16 **Survival.** All of Tenant’s obligations, representations, warranties and covenants contained in this Lease shall survive the expiration or termination of this Lease.

21.17 **Right to Mortgage.**

(a) The Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage now or hereafter placed upon the Landlord’s interest in the Premises. Tenant covenants and agrees to execute, acknowledge and deliver upon demand any and all instruments subordinating this Lease to the lien of any mortgage; provided that such instruments acknowledge and recognize Tenant’s right to continue to occupy the Premises pursuant to the terms of this Lease. In the event Tenant is provided written notice of the existence of any mortgagee of the Premises (which notice shall specify the name and address of such mortgagee), Tenant shall deliver a copy of any notice to Landlord of Landlord’s default under this Lease to such mortgagee. Tenant also agrees that any mortgagee or trustee may elect to have this

Lease be a prior lien to its mortgage or deed of trust, and in the event of such election and upon notification by such mortgagee or trustee to Tenant to that effect, this Lease shall be deemed prior in lien to the said mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant agrees that, upon the request of Landlord, any mortgagee or any trustee, Tenant shall execute whatever instruments may be required to carry out the intent of this Section.

(b) In the event any proceedings are brought for the foreclosure of, or in the event of the conveyance by deed in lieu of foreclosure of, or in the event of exercise of the power of sale under, any mortgage made by Landlord covering the Premises, Tenant hereby attorns to, and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner whereby Tenant attorns to, and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner whereby Tenant attorns to such successor in interest and recognizes such successor as the Landlord under the Lease.

21.18 **Landlord's Representation and Warranty.** Landlord represents and warrants that they are authorized to do business in the State of Michigan and that the persons signing this Lease have the full power and authority to enter into this Lease

21.19 **Tenant's Representation and Warranty.** Tenant represents and warrants that it is (or will be as of the Commencement Date) a Michigan limited liability company in good standing, that it is authorized to do business in the State of Michigan and that the person signing this Lease on its behalf has the full power and authority to enter into this Lease.

21.20 **Security Deposit.** Intentionally Omitted

21.21 **Legal Expenses.** In case suit shall be brought for recovery of possession of the Premises, for recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, Tenant shall pay to Landlord all expenses incurred therefore, including actual attorney's fees incurred by Landlord. If, in addition to the foregoing, matters arise under the tenancy created hereunder in which Landlord secures the services of counsel excluding, however, services that may be rendered leading to the execution of the Lease, Tenant shall pay to Landlord the legal fees actually incurred by Landlord.

21.22 **Furnishing of Financial Statement.** Upon Landlord's written request, Tenant shall promptly furnish Landlord from time to time, financial statements reflecting Tenant's current financial condition.

21.23 **Environmental.** Tenant hereby agrees that (a) no activity will be conducted on the Premises that shall produce any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws, are fully and completely disclosed to Landlord, and are expressly approved in advance in writing by Landlord; (b) the Premises shall not be used in any manner for the storage of those Hazardous Substances, except for such storage that is in the ordinary course of Tenant's business in amounts appropriate for such use (the "Permitted Material") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws, are fully and completely disclosed to Landlord, and are expressly approved in advance in writing by Landlord; (c) no portion of the Premises shall be

used as a landfill or a dump; (d) Tenant shall not install any underground tanks of any type; (e) Tenant shall not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; (f) Tenant shall not permit any Hazardous Substances to be brought onto the Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required removal and cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Tenant shall immediately give Landlord written notice as soon as Tenant becomes aware of any suspected breach of this Section, or any condition or circumstance which makes the environmental warranties contained in this Lease incomplete, inaccurate or misleading, upon learning of the presence or any release of any Hazardous Substances, or upon receiving any correspondence, notice, pleading, citation, indictment, complaint, order, decree, or other document from any source asserting or alleging a circumstance or condition which requires or may require a cleanup, removal, remedial action, or other response by, or on the part of the Tenant under Environmental Laws, or which seeks criminal or punitive penalties from Tenant for an alleged violation of Environmental Laws, or otherwise pertaining to Hazardous Substances which may affect the Premises, together with a copy thereof. In the event of any such circumstance, Tenant agrees, at its expense and at the request of Landlord, to permit an environmental audit solely for the benefit of the Landlord, to be conducted by the Landlord or an independent agent selected by the Landlord and which may not be relied upon by the Tenant for any purpose. This provision shall not relieve the Tenant from conducting its own environmental audits or taking any other steps necessary to comply with Environmental Laws. Landlord, in the event it is named as a party, shall have the right, but not the obligation, to join and participate in any legal proceedings or actions initiated in connection with any matters related to Environmental Laws and to have its attorneys' fees in connection therewith paid by Tenant. Tenant shall, at Landlord's request, defend all suits, actions or proceedings commenced against Landlord with counsel approved by Landlord, in Landlord's sole discretion, and Tenant shall pay all costs and judgments associated therewith. Tenant shall be solely responsible and shall indemnify, defend and hold Landlord, and any property manager of the Premises, their directors, officers, employees, agents, successors and assigns, harmless from and against all claims, demands, actions, losses, liabilities, costs, expenses, damages and obligations of any nature (including, without limitation, diminution in value of the Premises; all consequential damages; the cost of any required or necessary repair, cleanup or detoxification of the Premises; the preparation and implementation of any closure, remedial or other required plans; damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises; damages arising from any adverse impact on marketing of space; damages to adjacent property; costs of restoring the Premises, and sums paid in settlement of claims, attorneys' fees, court costs, consultant fees, and expert fees) incurred by or asserted against Landlord and directly or indirectly as a result of, arising from, connected with, or attributable to use of the Premises, or the generation, storage, release, threatened release, discharge, disposal, removal or presence of any Hazardous Substances, or relating to any activity, act or omission involving Hazardous Substances or noncompliance with any Environmental Law. The foregoing indemnification shall survive the termination or expiration of the Lease. Notwithstanding anything to the contrary contained in this Lease, any default under the terms of this Section shall be a material default under this Lease enabling Landlord, at Landlord's option, to immediately exercise any of the remedies set forth in this Lease, in addition to any other remedies available to Landlord, without notice to Tenant and without obligation to provide any grace or cure period to Tenant. Notwithstanding anything to the contrary contained herein, Landlord's approval of any activity or storage relating to any Hazardous Substance is not intended to, and shall not, be deemed an undertaking by Landlord to determine whether or not such activity

or storage is in compliance with Environmental Laws and Landlord assumes no responsibility with respect thereto.

“Environmental Laws” means and includes any federal, state or local law, rule, ordinance, regulation or other legal requirement now or hereinafter in effect relating to land use, air, soil, surface water, groundwater (including the protection, cleanup, removal, remediation or damage thereof), human health and safety or any other environmental matter, including, without limitation, the following laws as the same may be amended from time to time: The National Resources and Environmental Protection Act, M.C.L. §324.101, et seq.; Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9602, et seq.; Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq.; Clean Water Act, 33 U.S.C. §1251, et seq.; Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; Refuse Act, 33 U.S.C. §407; and Occupational Safety and Health Act, 29 U.S.C. §651, et seq.; Clean Air Act, 42 U.S.C. §7401, et seq.

“Hazardous Substances” means any hazardous or toxic substances, materials or wastes, pollutants or contaminants defined, listed or regulated by the Environmental Laws or by any other federal, state or local law, regulation or order or by common law decision; and shall include, without limitation, asbestos, polychlorinated biphenyls, radon, urea formaldehyde, petroleum (including gasoline, crude oil and natural or synthetic gas), and related substances.

21.24 **Rules and Regulations.** The rules and regulations applicable to Tenant’s use, occupancy and operation within the Premises and the Shopping Center are attached hereto as **Exhibit E**, incorporated by this reference herein, and hereby made a part of this Lease

21.25 **Consultation.** Tenant acknowledges that Landlord and/or its agent(s) have advised Tenant to consult with its attorney and accountants as to the effects of entering into this Lease, including but not limited to the tax consequences of same, the terms and conditions of the Lease and its sufficiency and effect. Neither Landlord, VDG Grosse Pointe, LLC, its members, or any of its affiliates or related entities, or any person or entity affiliated therewith have made any representations concerning this Lease or matters related thereto unless expressly stated in writing in this Lease.

21.26 **Force Majeure.** Whenever a party is required to perform an act under this Lease by a certain time, said time shall be deemed extended so as to take into account events of force majeure. As used herein “force majeure” shall mean a delay in a party’s reasonable performance hereunder due to act of God, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, mob violence, sabotage, vandalism, strikes, lockouts, condemnation, laws or orders of governmental, civil, military or naval authorities, except that lack of or inability to procure monies to fulfill a party’s commitments and obligations under this Lease shall not be force majeure.

[Remainder of page intentionally left blank; signatures appear on following page]

IN WITNESS WHEREOF, Landlord and Tenant have each signed and delivered this Lease as of the date first above written.

In the presence of:

LANDLORD:

**VDG GROSSE POINTE, LLC,
a Michigan limited liability company**

By:
Its: Manager

TENANT:

**CRISPELL'S, LLC
a Michigan limited liability company**

By:
Its:

EXHIBIT A
 (“Site Plan”)

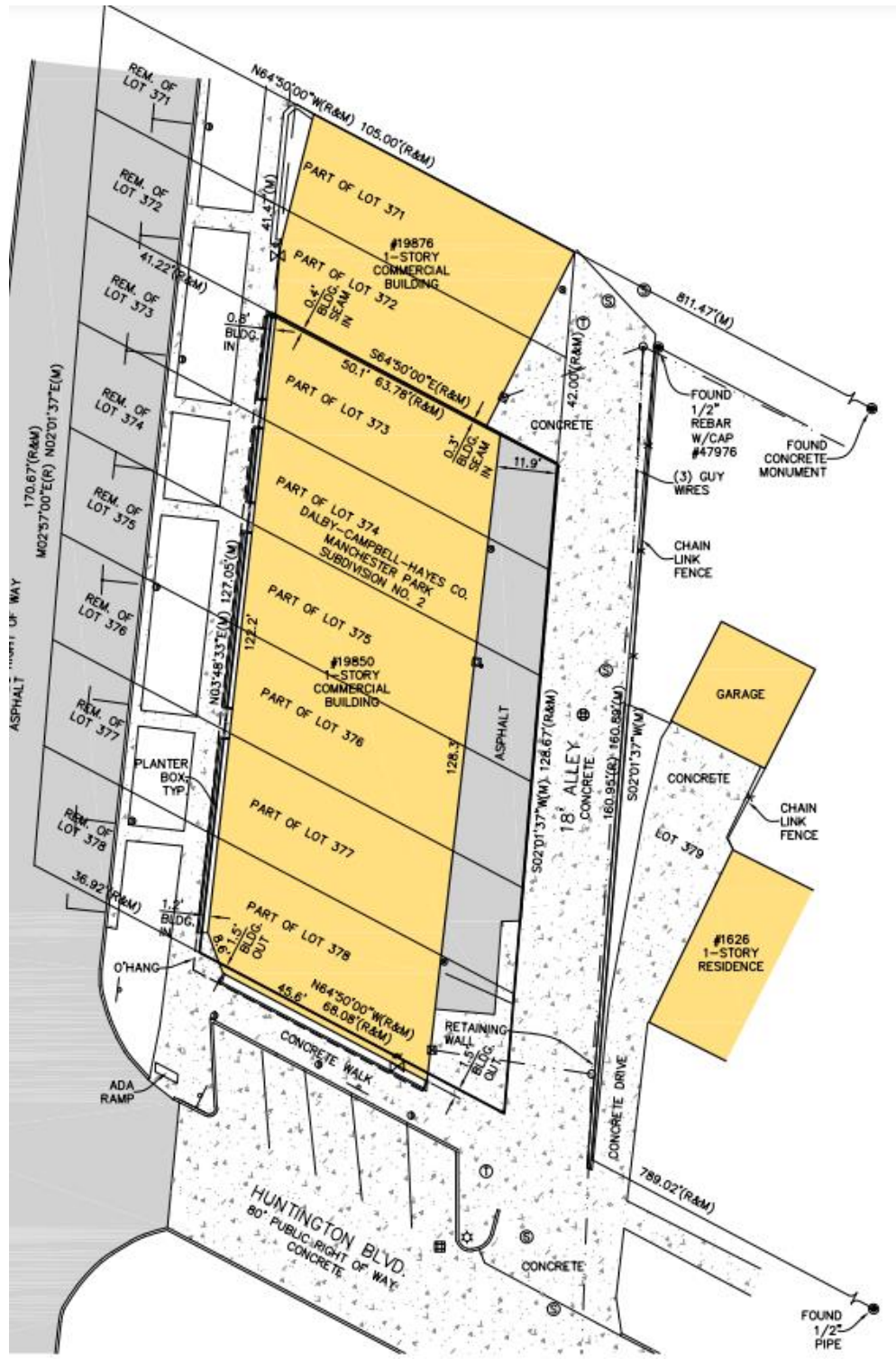


EXHIBIT A-1
(“Legal Description”)

EXHIBIT B

("Description of Landlord's Work")

Landlord shall deliver the space in "Grey Shell" condition. Outside of any maintenance items or utility items listed in the paragraphs of site survey or utilities.

- 600 amp service-3 Phase (400 amp 3 phase 120/208 and 200 amp 3 phase 120/208
- 12.5 combined into a 7.5 and 5 ton unit HVAC mounted on rooftop with proper ducting into the suite
- Gas Meter Size for Commercial Kitchen-2.5 Million BTU's
- Wall Demised, Sanded, and ready for paint
- Patio space created (If applicable)

EXHIBIT B-1

(“Tenant’s Final Plans”)

EXHIBIT C

("Parking Agreement")

Tenant shall have the non-exclusive use of the adjacent parking lot. Landlord will provide a copy of the parking agreement under this Exhibit. Parking lot lighting in the vicinity of the Leased Premises shall be maintained by Landlord.

EXHIBIT D

("Sign Criteria")

A. General

- (1) Tenant will not place or cause to be placed or maintained any sign or advertising matter of any kind anywhere within the Shopping Center, except in the interior of the Leased Premises, without Landlord's prior written approval. No symbol, design name, mark or insignia adopted by the Landlord for the Shopping Center shall be used without the prior written consent of Landlord. No illuminated signs located in the interior of any store and which are visible from the outside shall advertise any product. All signs located in the interior of any store shall be in good taste so as not to detract from the general appearance of the store and the Shopping Center. Tenant further agrees to maintain in good condition and repair at all items any such sign or advertising matter of any kind which has been approved by Landlord for use by Tenant.
- (2) The furnishing and installation of a sign and the costs incurred shall be the responsibility of the Tenant. Sign construction is to be completed in compliance with the instructions, limitations and criteria contained herein.
- (3) Each Tenant will be required to identify its premises by a sign.
- (4) Service doors will be provided with uniform signs identifying stores by the Landlord. Tenant shall not post other additional signs.
- (5) Submit four (4) prints of sign design and details to Landlord for approval. Tenant shall obtain a building permit as required by township code for any work performed by Tenant's sign contractor as well as all final approvals required by the governmental authorities having jurisdiction over same.
- (6) Sign location will be designated by the Landlord. Sign location may be such that the centerline of the sign is not centered over the centerline of the Tenant's storefront.
- (7) Tenant's sign contractor shall provide the necessary and required backing and framing behind the sign fascia to support Tenant's sign.
- (8) Landlord shall dictate the hours of illumination for the signs.

B. Sign Criteria

- (1) The wording of the sign shall be limited to the store name only and such name shall not include any items sold therein unless the nature of the item(s) and wording shall not exceed the average size for sign letters.

- (2) The use of corporate shields, crests, logos, or insignia will be permitted provided such corporate shields, crests, logos or insignia shall not exceed the average height for sign letters.
- (3) The average height of sign letters or components shall not exceed 30” with no letter larger than 36”.
- (4) The extreme outer limits of sign shall not exceed 63% of the store width.
- (5) The Landlord provides a conduit from rear of store to junction box behind the sign fascia wall near the sign location (above ceiling) with wiring for one circuit only (cost for additional wiring by Tenant).
- (6) The following design standards will be adhered to:
 - (a) Sign letters shall be individual and shall be of metal sides, plastic face, trim caps and mounted directly on sign transformer house which shall be attached to metal canopy fascia of covered walkway.
 - (b) All letters shall have concealed attachment devices, clips, wiring and transformer. No exposed tubing or lamps will be permitted.
 - (c) Tenant’s sign contractor shall wire sign and make connection from metal canopy fascia to which sign is to be attached to junction box above canopy ceiling near storefront.
 - (d) No exposed conduit or junction boxes on face of metal canopy fascia will be permitted.

C. Prohibited Types of Signs or Sign Components

- (1) Moving or rotating signs.
- (2) Signs employing moving or flashing lights.
- (3) Signs exhibiting the names, stamps or decals of the sign manufacturer or installer.
- (4) Signs employing painted and/or non-illuminated letters.
- (5) Cloth, wood, paper or cardboard signs, stickers, decals or painted signs around or on exterior surfaces (including exterior surfaces of door and/or windows) of the premises.
- (6) Signs employing noise making devices and components.
- (7) Signs, letters, symbols or identification of any nature, painted directly on surfaces exterior to the premises.
- (8) Freestanding signs.

- (9) Signs employing unedged or uncapped plastic letters or letters with no returns and exposed fastenings.
- (10) Box signs.

EXHIBIT E

("Rules and Regulations")

This Lease is subject to the following Rules and Regulations that are made a part hereof:

(a) The delivery or shipping of merchandise, supplies and fixtures to and from Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises and the Shopping Center.

(b) Except as may be provided in the Lease to the contrary, all garbage and refuse shall be kept in approved containers and shall be placed outside of the Premises prepared for collection. Tenant shall retain a garbage and refuse removal service approved by Landlord, and expense of this service shall be borne by Tenant.

(c) No aerial shall be erected on the roof or exterior walls of the Premises, or on the grounds, without, in each instance, the written consent of Landlord. Any aerial so installed without such written consent at any time shall become the property of Landlord at Landlord's option.

(d) No exterior loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside the Premises without the written consent of Landlord.

(e) Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

(f) The outside areas including but not limited to sidewalks and landscaped area, immediately adjoining the Premises shall be kept clean and free from snow, ice, dirt, and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstruction or merchandise in such areas, and further shall maintain the show windows and signs in a neat and clean condition.

(g) Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for the purpose by Landlord. Tenant agrees that neither it nor any of its agents or employees shall park in front of the building.

(h) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.

(i) Tenant shall use at Tenant's cost such pest extermination and at such intervals as may be required to maintain the Premises in a sanitary condition.

(j) Any tenant servicing food by carry-out or a sit-down restaurant nature is required to subscribe to a monthly pest control service. Tenant is further required to send a copy of said pest control service receipt to Landlord for services performed.

(k) Any tenant that has a hood and/or fans installed for the purpose of venting is required to subscribe to a vent cleaning service and have said vents cleaned not less than two (2) times per year. Tenant is further required to send a copy of said cleaning receipt to the Landlord.

GUARANTY

The undersigned, in consideration of the leasing of the space described in this Lease by and between **VDG GROSSE POINTE, LLC**, a Michigan limited liability company, the address of which is 950 S. Old Woodward Avenue, Suite 220, Birmingham, Michigan 48009 (hereinafter referred to as the “Landlord”) and **CRISPELLI'S, LLC**, a Michigan limited liability company, the address of which is 1890 Southfield Road, Birmingham, MI 48009 (hereinafter referred to as the “Tenant”), does hereby covenant and agree as follows:

A. For the first five (5) years of the base term of the Lease, the undersigned does hereby guarantee the full, faithful and timely payment and performance by Tenant of all of the payments, covenants and other obligations of Tenant under or pursuant to the Lease. If Tenant shall default at any time in the payment of any rent or any other sums, costs or charges whatsoever, or in the performance of any of the other covenants and obligations of Tenant, under or pursuant to the Lease, then the undersigned, at their expense, shall on demand of Landlord fully and promptly, and well and truly, pay all rent, sums, costs and charges to be paid by Tenant, and perform all the other covenants and obligations to be performed by Tenant, under or pursuant to the Lease, and in addition shall on Landlord's demand pay to Landlord any and all sums due to Landlord, including (without limitation) all interest on past due obligations of Tenant, costs advanced by Landlord, and damages and all expenses (including actual attorneys' fees and litigation costs), that may arise in consequence of Tenant's default. Each of the undersigned hereby waives all requirements of notice of the acceptance of this Guaranty and all requirements of notice of breach or nonperformance by Tenant.

B. In addition, during the initial Term of the Lease, the undersigned further guarantee's payment of (i) all costs of amortized Tenant Improvement Allowance defined in section 1.05 (d) paid by Landlord in connection with this Lease (Tenant Improvement Dollars to be amortized over 5 years, starting on the Commencement Date)

C. The obligations of the undersigned hereunder are independent of, and may exceed, the obligations of Tenant. A separate action or actions may, at Landlord's option, be brought and prosecuted against the undersigned, whether or not any action is first or subsequently brought against Tenant, or whether or not Tenant is joined in any such action, and the undersigned may be joined in any action or proceeding commenced by Landlord against Tenant arising out of, in connection with or based upon the Lease. The undersigned waive any right to require Landlord to proceed against Tenant or pursue any other remedy in Landlord's power whatsoever, any right to complain of delay in the enforcement of Landlord's rights under the Lease, and any demand by Landlord and/or prior action by Landlord of any nature whatsoever against Tenant, or otherwise.

D. This Guaranty shall remain and continue in full force and effect and shall not be discharged in whole or in part notwithstanding (whether prior or subsequent to the execution hereof) any alteration, renewal, extension, modification, amendment or assignment of, or subletting, concession, franchising, licensing or permitting under, the Lease. Each of the undersigned hereby waives notices of any of the foregoing, and agrees that the liability of the undersigned hereunder shall be based upon the obligations of Tenant set forth in the Lease as the same may be altered, renewed, extended, modified, amended or assigned. For the purpose of this Guaranty and the obligations and liabilities of the undersigned hereunder, “Tenant” shall be deemed to include any and all concessionaires, licensees, franchisees, department operators,

assignees, subtenants, permittees or others directly or indirectly operating or conducting a business in or from the Premises, as fully as if any of the same were the named Tenant under the Lease.

E. The undersigned's obligations hereunder shall remain fully binding although Landlord may have waived one or more defaults by Tenant, extended the time of performance by Tenant, released, returned or misapplied other collateral at any time given as security for Tenant's obligations (including other guaranties) and/or released Tenant from the performance of its obligations under the Lease.

F. This Guaranty shall remain in full force and effect notwithstanding the institution by or against Tenant, of bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature, or the disaffirmance of the Lease in any such proceedings or otherwise.

G. Neuter terms should also refer, where applicable, to the feminine gender and the masculine gender; the singular reference shall also include the plural of any word if the context so requires.

H. This Guaranty shall be applicable to and binding upon the heirs, executors, administrators, representatives, successors and assigns of Landlord, Tenant and the undersigned. Landlord may, without notice, assign this Guaranty in whole or in part.

I. In the event that Landlord should institute any suit against the undersigned for violation of or to enforce any of the covenants or conditions of this Guaranty or to enforce any right of Landlord hereunder, or should the undersigned institute any suit against Landlord arising out of or in connection with this Guaranty, or should any party institute a suit against the other for a declaration of rights hereunder, or should any party intervene in any suit in which the other is a party to enforce or protect its interest or rights hereunder, the prevailing party in any such suit shall be entitled to the fees of its attorney(s) in the reasonable amount thereof, to be determined by the court and taxed as a part of the costs therein.

J. The execution of this Guaranty prior to execution of the Lease shall not invalidate this Guaranty or lessen the obligations of Guarantor(s) hereunder.

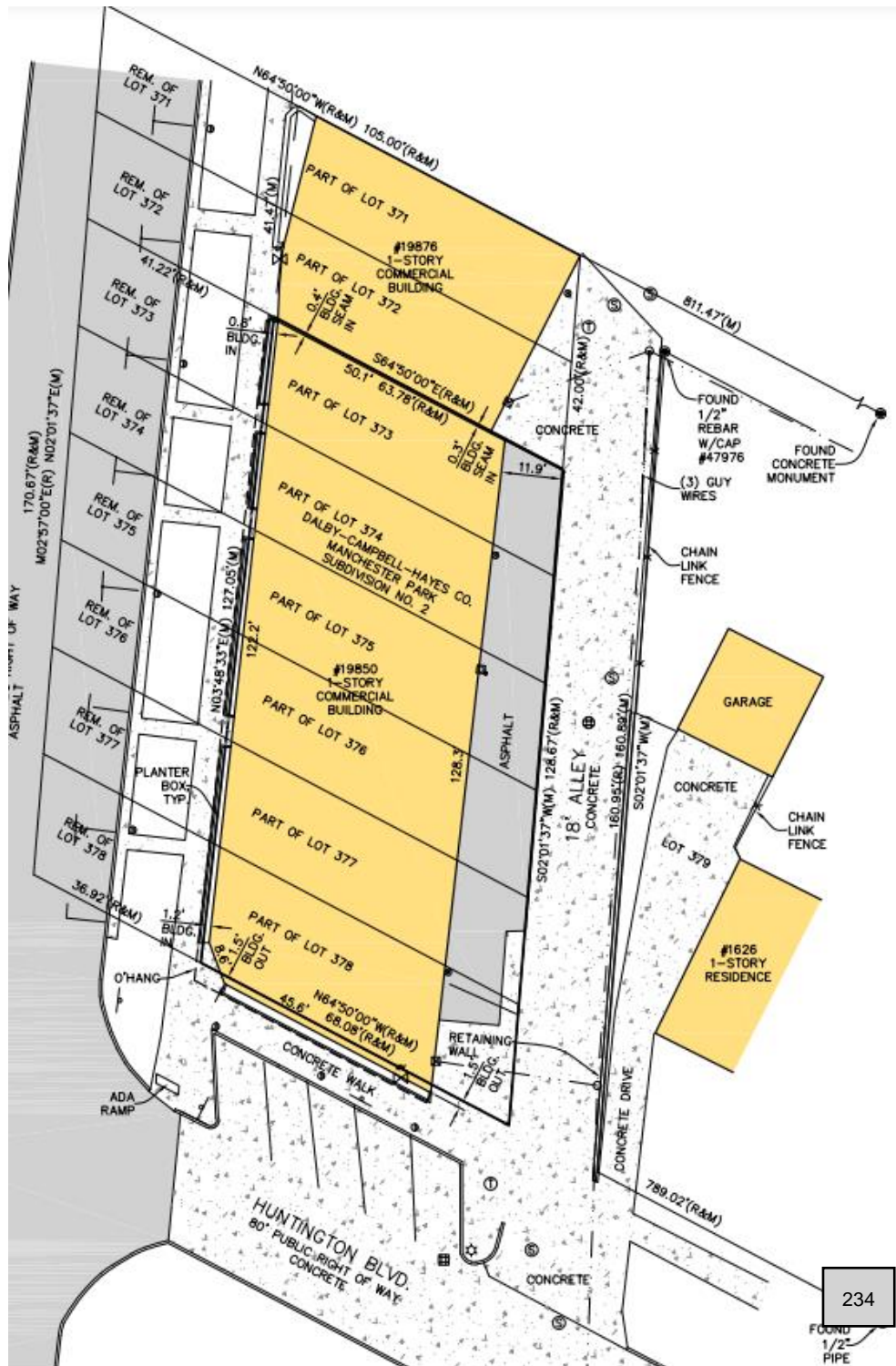
K. This Guaranty is made pursuant to, and shall be interpreted and applied in accordance with, the laws of the State of Michigan.

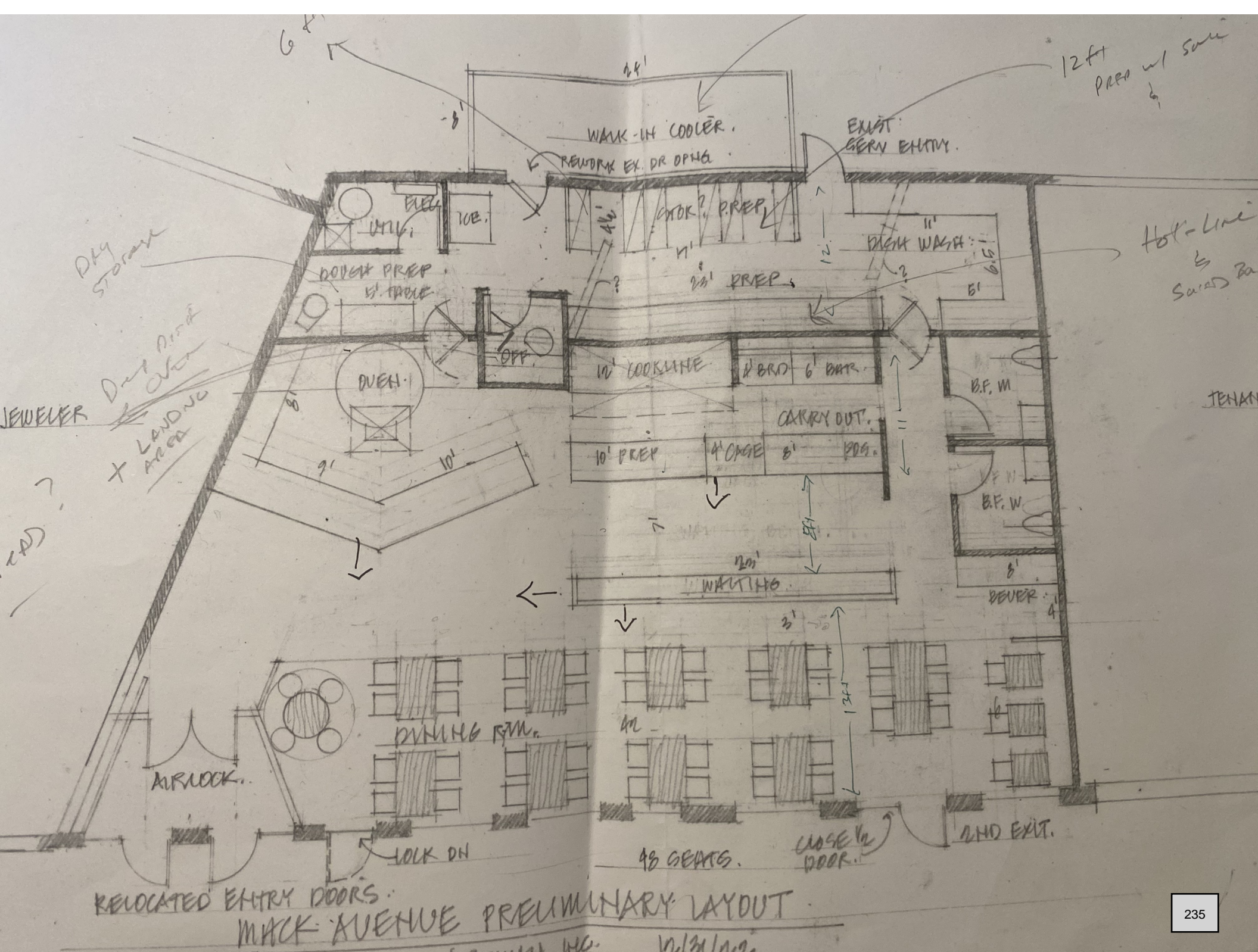
K. The foregoing provisions of this Guaranty notwithstanding, Guarantor's obligations hereunder shall be limited to an amount of all financial obligations of Tenant under the Lease which are due, or become due, during the sixty (60) months after the Commencement Date, and the unamortized Allowance paid by Landlord in connection with this Lease (to be amortized over 5 years, starting on the Commencement Date).

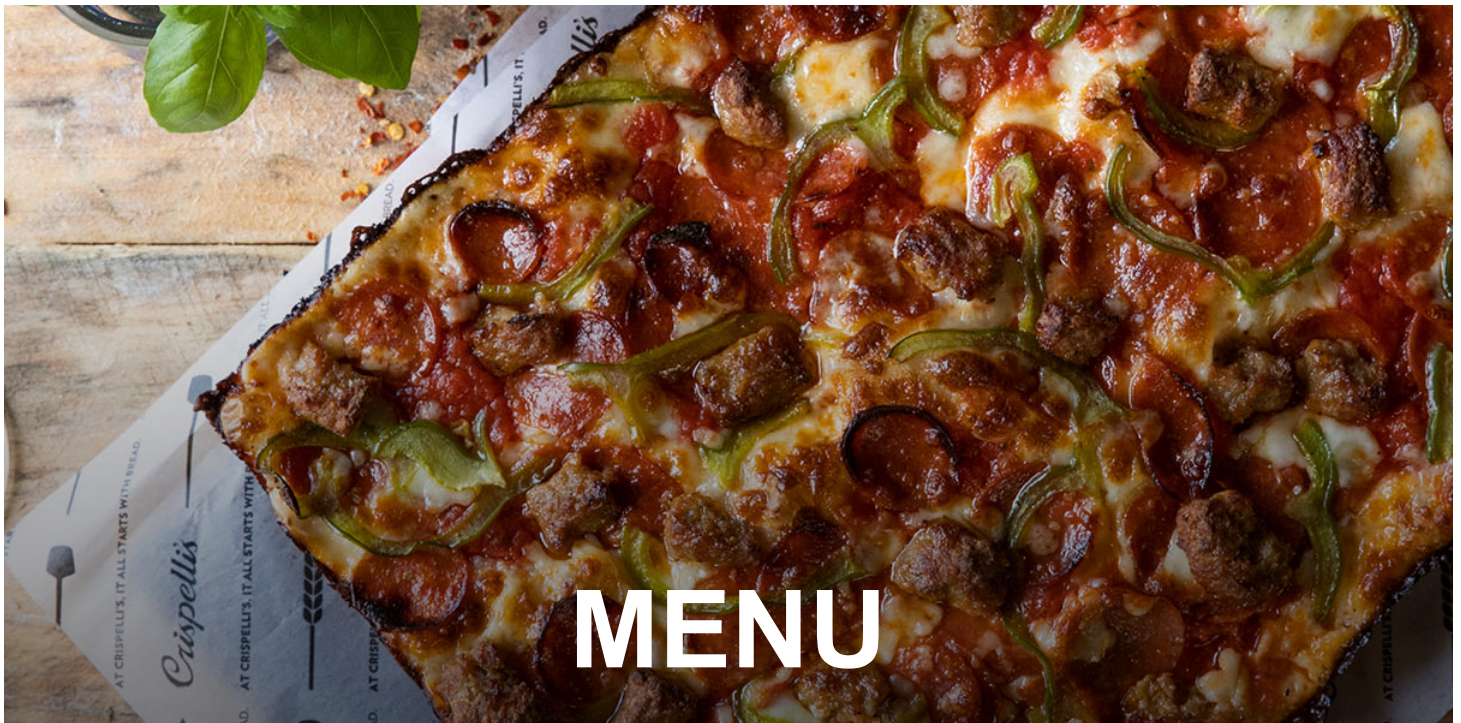
IN WITNESS WHEREOF, the undersigned has executed this Guaranty this _____ day of _____, 2023.

By: _____

Its: _____







Here, you'll see that we're focused on one thing and one thing only: affordable gourmet. Using the finest ingredients and highly refined bakery techniques, we're bringing back old world taste with an old world price. Bon appétit!

STARTERS

BOSCO STICKS 2 for 5.95 | 3 for 7.95
cheese filled bread sticks.

BAKED MEATBALLS 11.75
five house made meatballs, marinara, parmesan.

CHEESY BREAD small 9.95 | large 13.95
olive oil, minced garlic, oregano, blended cheeses.

DRY RUB CHICKEN WINGS (*Excluding Clarkston*) 12.75
six wings served with buttermilk herb aioli.

BLACKENED STEAK TIPS 15.95
beef tenderloin, zip sauce, grilled sourdough.

SALADS

add rosemary chicken 6.5, cedar plank salmon 8.5 to any salad.

CRISPELLI small 9.5 | entrée 12.95 | family 18.95
house blend lettuce, garbanzo beans, cucumber, carrot, tomato, black olive, parmesan cheese, red wine vinaigrette.

CAESAR small 9.5 | entrée 12.95 | family 18.95
romaine, parmesan, crostini, classic dressing.

MEDITERRANEAN small 9.5 | entrée 12.95 | family 18.95
house blend lettuce, kalamata olive, beets, tomato, marinated red onion, cucumber, feta, lemon oregano dressing.

MICHIGAN entrée 14.25 | family 20.95
house blend lettuce, dried cherries and cranberries, poached apples and pears, bleu cheese, candied walnuts, bacon, sherry vinaigrette.

ANTIPASTO entrée 14.25 | family 20.95
house blend lettuce, Dearborn ham, aged salami, tomato, mozzarella, parmesan, oregano, red wine vinaigrette.

SOUP & SALAD COMBO 13.75
any cup of soup and small salad. (caesar/Crispelli/mediterranean)

SOUPS

cup 5.5 | bowl 7.5

TOMATO BISQUE
roma tomatoes simmered in chicken stock, onion, garlic, oregano and a hint of cream

MINISTRONE
zucchini, carrots, leeks, potato, tomato in a savory vegetable broth, with white beans, pasta and pesto

NEW ENGLAND CLAM CHOWDER
chopped clams, bacon, onion, celery, potato, and sweet cream

PASTAS

served with choice of side salad or vegetable, and epi

SPAGHETTI & MEATBALLS 16.95
marinara, house made meatballs, parmigiano reggiano.
Spaghetti w/marinara 15.95

CHICKEN PARMESAN 18.5

spaghetti, marinara, mozzarella, parmigiano reggiano.

3-CHEESE BAKED MACARONI 13.95

cheddar, mozzarella, parmesan.

Ask about our gluten free menu!

**Ask your server about menu items that are cooked to order. Consuming undercooked meats or eggs may increase your risk of foodborne illness.*

GOURMET PIZZAS

MARGHERITA small 12.75 | large 20.95

tomato sauce, fresh mozzarella, basil, extra virgin olive oil.

PEPPERONI MARGHERITA small 13.75 | large 22.95

tomato sauce, fresh mozzarella, basil, extra virgin olive oil with pepperoni.

RED PIE small 13.75 | large 21.95

tomato sauce, fresh mozzarella, italian sausage, caramelized onion.

PROSCIUTTO small 14.75 | large 22.95

aged prosciutto, extra virgin olive oil, minced garlic, fresh mozzarella, arugula.

MEDITERRANEAN small 13.75 | large 21.95

fresh mozzarella, minced garlic, extra virgin olive oil, oregano, chicken, feta, roma tomato, mild pepper.

WHITE PIE small 12.75 | large 20.95

traditional mozzarella, extra virgin olive oil, parmigiano reggiano, minced and roasted garlic, artichoke.

WILD MUSHROOM small 13.75 | large 21.95

extra virgin olive oil, minced garlic, sautéed wild mushrooms, three cheese blend, fresh mozzarella, parmigiano reggiano.

SHRIMP & CHORIZO small 14.75 | large 22.95

shrimp, chorizo sausage, cilantro pesto, roasted red peppers, fontina, gruyere, feta, white cheddar.

BUILD YOUR OWN PIZZA

AUTHENTIC ITALIAN THIN CRUST

tomato sauce and mozzarella.

11" small 9.95 + 1.25 per topping

15" large 15.95 + 2.5 per topping

DETROIT STYLE DEEP DISH

tomato sauce and mozzarella.

small 10.95 + 1.25 per topping

large 16.95 + 2.5 per topping

TRADITIONAL TOPPINGS:

pepperoni, mushroom, green pepper, onion, ham, italian sausage, bacon, black olives, spinach, pineapple, mild pepper, tomato, jalapeño pepper, peppadew pepper, green olives

GOURMET TOPPINGS:

roasted garlic, fresh basil, caramelized onion, grilled chicken, artichoke, anchovy, arugula, chorizo sausage

prosciutto, shrimp, chicken, fresh mozzarella 1.75 small | 3.5 large

gluten free crust 3 • **vegan cheese** small 1 | large 2

SANDWICHES

All sandwiches served on our daily baked bread with pickle and choice of kettle chips, side crispelli or caesar salad.

Substitute french fries for 1.95 (excludes Clarkston)

PATTY MELT 14.95

custom grind beef blend, on sourdough, havarti cheese, Dijon aioli, wild mushroom, red onion, zip sauce.

prepared medium well, no substitutions

ITALIAN PANINI 13.5

aged salami, ham, soppressata, tomato, fresh mozzarella, basil, rustic italian bread.

CAPRESE 12.95

tomato, fresh mozzarella, basil, rustic italian bread.

GRILLED CHEESE 12.5

roasted garlic-basil cheese, parmesan, sourdough bread.

GRILLED CHICKEN CLUB 15.5

rosemary chicken, bacon, cheddar, lettuce, tomato, sourdough bread with basil pesto mayo or chili garlic mayo.

TUNA SALAD 12.95

albacore tuna, celery, dill relish, tomato, romaine, mayo, sourdough bread.

CEDAR PLANK SALMON SANDWICH 16.5

asian marinated salmon, swiss cheese, cucumber, arugula

and lemon aioli, demi baguette.

1/2 & 1/2 COMBO 13.75

any cup of soup or small salad and half sandwich (not available with cedar plank salmon or grilled chicken club).

RED WINE

g glass • **c** 1/2 carafe • **b** bottle

PINOT NOIR, 10 SPAN, CENTRAL COAST

Aromas of red berries, complemented by Asian spice notes. Raspberry and cherry flavors, juicy.

g 8.5 | c 17 | b 25.5

PINOT NOIR, MEIOMI, MONTEREY/SONOMA/SANTA BARBARA

Aromas of berries, fresh cranberry and malted vanilla. an extremely layered wine both in structure and flavor.

g 12.75 | c 25.5 | b 38.25

RED BLEND, COLUMBIA WINERY, COLUMBIA VALLEY

Columbia Valley Hints of ripe raspberry and red cherry. Soft tannins, notes of vanilla, toasted oak and brown spice on the long finish.

g 9.5 | c 19 | b 28.75

VENICIAN RED BLEND, ALLEGRINI VALPOLICELLA, DOC

Fragrant nose filled with red fruit and aromatic herbs. The lively palate is cherries with hints of pepper and herbs.

g 12.75 | c 25.5 | b 38.25

MERLOT, R COLLECTION, CALIFORNIA

Smooth cherry, raspberry and plum flavors meld with hints of earth and spice with a toasty vanilla finish.

g 10.5 | c 21.25 | b 31.75

MALBEC, TRIVENTO UCO VALLEY MENDOZA

Notes of plums, cassis, blackberries and black cherries. Sweet spice on the palate, round tannins, long silky finish.

g 11.75 | c 23.5 | b 35

SUPER TUSCAN SANTA, TUSCANY IGT

A bouquet of violets and cherries. Nuances of plums and black pepper on the long, lush finish.

g 10.75 | c 21.25 | b 31.75

CHIANTI CLASSICO, RUFFINO 'AZIANO', TUSCANY, DOCG

Medium-bodied, the wine shows core of ripe fruit flavors, dominated by notes of plums and cherries.

g 13 | c 26.5 | b 39.75

CABERNET SAUVIGNON, LA TERRE, CALIFORNIA

Medium-bodied with berry and vanilla flavors.

g 8.5 | c 17

CABERNET SAUVIGNON, DRUMHELLER, COLUMBIA VALLEY

Aromas of ripe cherries, blackberries and cinnamon. The finish is intense yet silky.

g 9.5 | c 19 | b 28.75

CABERNET SAUVIGNON, LOUIS M MARTINI, CALIFORNIA

Ripe flavors of black plum jam and black currant with hints of oak and a touch of baking spice.

g 11.75 | c 23.5 | b 35

CABERNET SAUVIGNON, SILVER PALM, NORTH COAST

Aromas of black currents, anise and dark chocolate. Flavors of blackberries, cherries, cocoa and toasted oak. Silky, long finish.

g 12.25 | c 24.5 | b 36.75

BOOK OUR CLUB ROOM FOR YOUR NEXT PRIVATE PARTY.

Great for birthdays, showers, rehearsal dinners, retirement parties and more.

—
Ask the manager for details .

WHITE WINE

g glass • c 1/2 carafe • b bottle

MOSCATO, SEVEN DAUGHTERS, PIEDMONT

A delightfully refreshing, clean and crisp wine that emphasizes the fresh fruit.

g 10 | c 19.5 | b 29

RIESLING, CHATEAU GRAND TRAVERSE, 'SEMI DRY', OLD MISSION PENINSULA

Flavors of citrus and fresh fruit abound, balanced with crisp acidity and a lasting finish.

g 9.5 | c 18.5 | b 27.5

PINOT GRIGIO, BANFI 'LE RIME', TOSCANA IGT

Aromas of pear and white flowers. Well balanced with crisp acidity.

g 9.5 | c 18.5 | b 27.5

PINOT GRIGIO, DAVINCI, DELLE VENEIZE IGT

Notes of apple, tropical and citrus fruits. Lively acidity, fresh and crisp.

g 10 | c 19.5 | b 29

SAUVIGNON BLANC, NOBILO, MARLBOROUGH

This wine treats you to aromas of ripe tropical and citrus fruits which flow through to the palate and a crisp dry finish.

g 11 | c 21.5 | b 32

CHARDONNAY, LA TERRE, CALIFORNIA

Fresh apples, pears, with a touch of apricot mixed in the aroma.

g 8.5 | c 16.5

CHARDONNAY, STORYPOINT, CALIFORNIA

Flavors of peach, pear and green apple. Creamy – spice oak notes of caramel and vanilla on the mouth.

g 10 | c 19.5 | b 29

CHARDONNAY, BENZIGER FAMILY WINERY, SONOMA COUNTY

Aromas of pear and citrus, highlighting lemon and lime, are followed on the palate with pineapple and tropical fruit flavors.

g 11.5 | c 22.5 | b 33.5

PROSECCO, RUFFINO, ITALY DOC

Crisp, clean and delicate with fine bubble caressing the palate. Intense flavors of apple, pears and citrus.

b 37.5

PROSECCO, LA MARCA, ITALY DOC

Light, refreshing and crisp with ripe citrus, lemon, green, apple, and touches of grapefruit.

Split 15

DRAFT BEER

PERONI 6.5

BLUE MOON 6.5

BELL'S TWO HEARTED 7.5

BUD LIGHT 5

SEASONAL

BOTTLED BEER

STELLA ARTOIS 6.5

BLUE LIGHT 5.5

FAT TIRE 6.5

ALL DAY IPA 6.5

MICHELOB ULTRA 5.5

BUDWEISER 4.75

Ask your server about additional beers

HARD SELTZER

High Noon Sun Sips, Real Vodka & Real Juice

HIGH NOON WATERMELON 8

HIGH NOON GRAPEFRUIT 8

HIGH NOON PINEAPPLE 8

HIGH NOON BLACK CHERRY 8

City of Grosse Pointe Woods
 20025 Mack Avenue, Grosse Pointe Woods
 Phone 343-2440

CITY CLERK

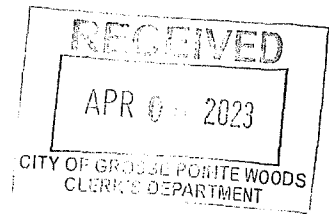
- \$ _____ F.O.I.A.
- \$ _____ Notary
- \$ 2,500 ⁰⁰ ~~Permits/Licenses~~ **LIQUOR**
- \$ _____ Voter Info.
- \$ _____ **MAR 0 2 2023** Public Hearing Fees
- \$ _____ **CITY OF GROSSE POINTE WOODS** Fireworks Vendor
- \$ _____

CRISPELLI'S, LLC
701468
 Customer Copy

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: CRISPELLI'S LLC
 Date: 03/03/2023 Time: 2 25:29 PM
 Receipt: 492637
 Cashier: Ibishop

ITEM REFERENCE	AMOUNT
0543 CITY CLERK MISC RECEIPTS	
LIQUOR LICENSSE	\$2,500.00
TOTAL	\$2,500.00
CHECK 1295	\$2,500.00
Total Tendered:	\$2,500.00
Change:	\$0.00



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 prior to consideration of Council granting new Class C and SDM liquor licenses with Sunday AM and PM Sales permits at 19850 Mack Avenue, Grosse Pointe Woods, requested by Crispelli's, LLC. The Council reserves the right to grant all, some, or none of the requests for a license. 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.

the Administrative Assistant

Melanie Mahoney

Notary Public

Paul P. Antolin
City Clerk

AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 19850 Mack Ave.
Crispelli's

State of Michigan)
) ss.
County of Wayne)

I HEREBY CERTIFY that the notice of Hearing was duly mailed First Class Mail on 04/05/2023 to the following property owners within a 300 foot radius of the above property in accordance with the provisions of the 2017 City Code of Grosse Pointe Woods. An application fee of \$2,500.00 has been received with receipt #701468.

Paul P. Antolin, MiPMC
City Clerk

See attached document for complete list.

City of Grosse Pointe Woods, Michigan

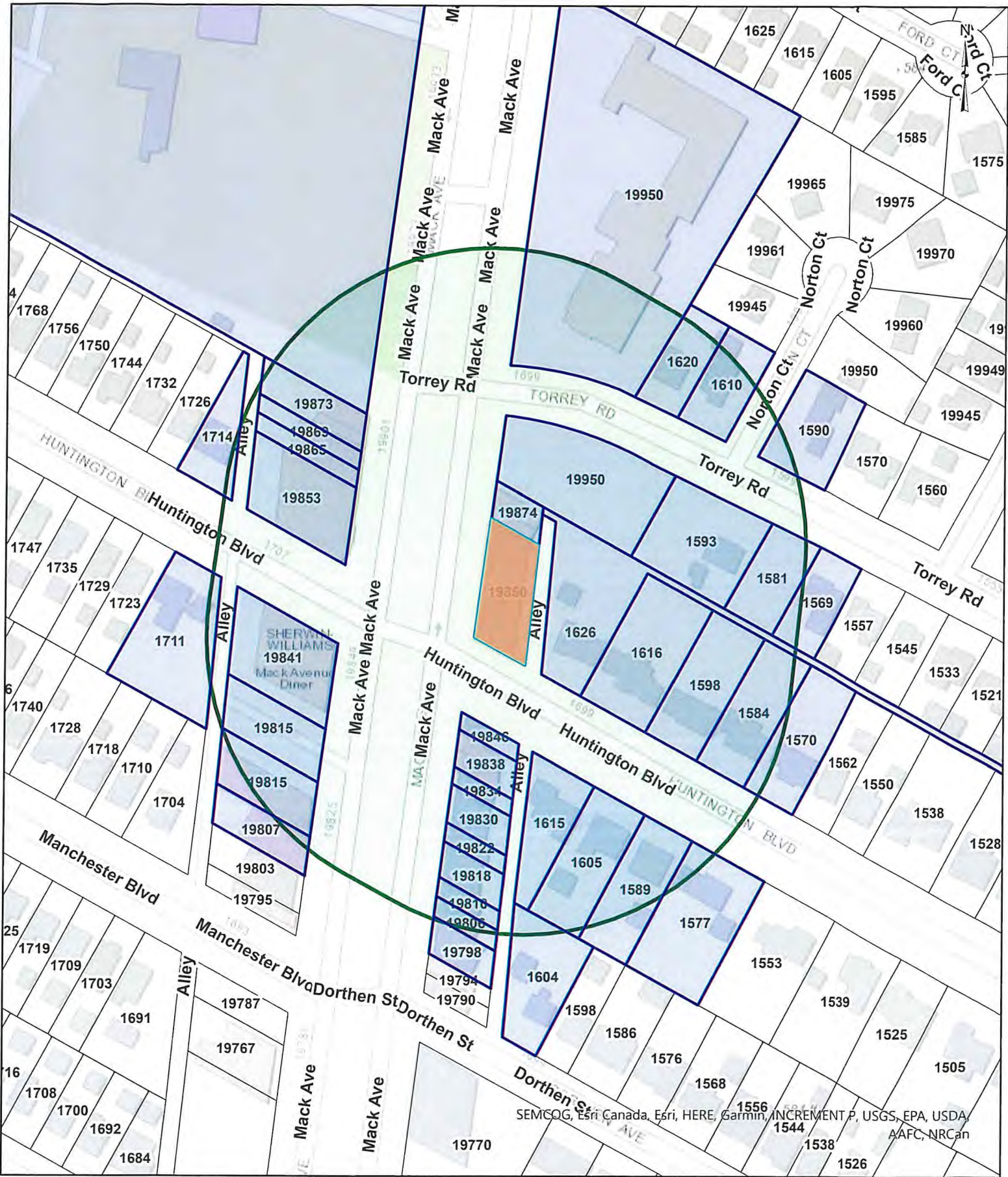
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Paul P. Antolin, MiPMC
City Clerk

PARCEL NUMBER	BUSINESS ADDRESS	BUSINESS OWNER	BUSINESS OWNER ADDRESS	CITY/ST/ZIP
011 06 0136 001	1714 HUNTINGTON BLVD	MCCURDY, PAUL S	1714 HUNTINGTON BLVD	GROSSE POINTE WOODS, MI 48236
011 06 0134 002	19873 MACK AVE	BERNARD, ANDREW	19877 MACK AVE	GROSSE POINTE WOODS, MI 48236
012 03 0034 000	1590 TORREY RD	AMEYE, BART W	1590 TORREY RD	GROSSE POINTE WOODS, MI 48236
011 99 0001 000	20025 MACK PLAZA DR	CITY OF GROSSE POINTE WOODS	20025 MACK PLAZA DRIVE	GROSSE POINTE WOODS, MI 48236-
012 99 0002 000	19950 MACK AVE	G P WOODS PRESBYTERIAN CHURCH	19950 MACK AVE	GROSSE POINTE WOODS, MI 48236
012 03 0025 000	1620 TORREY RD	MALFA, RICHARD	1620 TORREY RD	GROSSE POINTE WOODS, MI 48236
012 03 0026 000	1610 TORREY RD	KAYE, RAYMOND H	1610 TORREY RD	GROSSE POINTE WOODS, MI 48236
011 06 0133 000	19869 MACK AVE	TORRICE PROPERTIES LLC	19869 MACK AVE	GROSSE POINTE WOODS, MI 48236
012 99 0003 000	19950 MACK AVE	G P WOODS PRESBYTERIAN CHURCH	19950 MACK AVE	GROSSE POINTE WOODS, MI 48236
011 06 0132 002	19865 MACK AVE	DERRICK, ARTHUR J	37097 MARIANO DR	STERLING HEIGHTS, MI 48312
	19865 MACK AVE	OCCUPANT	19865 MACK AVE	GROSSE POINTE WOODS, MI 48236
011 06 0128 000	19853 MACK AVE	19853 MACK AVE LLC	330 HAMILTON RD SUITE 300	BIRMINGHAM, MI 48009
	19853 MACK AVE	OCCUPANT	19853 MACK AVE	GROSSE POINTE WOODS, MI 48236
012 03 0023 000	1593 TORREY RD	KEEFE, KURT	1593 TORREY RD	GROSSE POINTE WOODS, MI 48236
012 01 0371 001	19874 MACK AVE	PALOMBIT, RUDOLPH	26 MCKINLEY PL	GROSSE POINTE FARMS, MI 48236
012 01 0379 000	1626 HUNTINGTON BLVD	HILGENDORF TY B & JOSETTE	1626 HUNTINGTON BLVD	GROSSE POINTE WOODS, MI 48236
012 06 0035 000	1581 TORREY RD	SCHABER, MATTHEW W	1581 TORREY RD	GROSSE POINTE WOODS, MI 48236
012 06 0036 000	1569 TORREY RD	SHANLEY, ANDREW & WHITNEY	1569 TORREY RD	GROSSE POINTE WOODS, MI 48236
011 02 0338 002	1711 HUNTINGTON BLVD	KOESTER, PETER	1711 HUNTINGTON BLVD	GROSSE POINTE WOODS, MI 48236
012 01 0381 000	1616 HUNTINGTON BLVD	MCALLISTER, WILLIAM J	1616 HUNTINGTON BLVD	GROSSE POINTE WOODS, MI 48236
011 06 0124 000	19841 MACK AVE	SARTOR, JOANNE A TRUST	100 MORAN RD	GROSSE POINTE FARMS, MI 48236
	19841 MACK AVE	OCCUPANT	19841 MACK AVE	GROSSE POINTE WOODS, MI 48236
012 01 0383 002	1598 HUNTINGTON BLVD	FREUNDL, MARGARET & JAMES	1598 HUNTINGTON BLVD	GROSSE POINTE WOODS, MI 48236
012 01 0386 000	1584 HUNTINGTON BLVD	POTOCHNIK, VENTZEL J	1584 HUNTINGTON BLVD	GROSSE POINTE WOODS, MI 48236
012 01 0388 000	1570 HUNTINGTON BLVD	CRIGER, KIMBERLY	1570 HUNTINGTON BLVD	GROSSE POINTE WOODS, MI 48236
011 06 0121 000	19815 MACK AVE	RGK INVESTMENTS	19815 MACK AVE	GROSSE POINTE WOODS, MI 48236
012 01 0429 001	19846 MACK AVE	BOHM LLC	590 LAKESHORE LN	GROSSE POINTE WOODS, MI 48236
012 01 0430 001	19838 MACK AVE	GIRLIE GIRL COMMERCIAL PROPERTIES	19838 MACK AVE	GROSSE POINTE WOODS, MI 48236
011 06 0118 000	19815 MACK AVE	RGK INVESTMENTS	19815 MACK AVE	GROSSE POINTE WOODS, MI 48236
012 01 0428 000	1615 HUNTINGTON BLVD	KELLSTROM, KERRY	1615 HUNTINGTON BLVD	GROSSE POINTE WOODS, MI 48236
012 01 0431 003	19834 MACK AVE	GIRLIE GIRL COMMERCIAL PROPERTIES	19838 MACK AVE	GROSSE POINTE WOODS, MI 48236
012 01 0425 002	1605 HUNTINGTON BLVD	BRENNAN, KEVIN	1605 HUNTINGTON BLVD	GROSSE POINTE WOODS, MI 48236
012 01 0433 001	19830 MACK AVE	GIRLIE GIRL COMMERCIAL PROPERTIES	19838 MACK AVE	GROSSE POINTE WOODS, MI 48236
011 06 0116 000	19807 MACK AVE	EUGENIO MANAGEMENT LLC	19807 MACK AVE	GROSSE POINTE WOODS, MI 48236
012 01 0424 000	1589 HUNTINGTON BLVD	KANE, MARK J	1589 HUNTINGTON BLVD	GROSSE POINTE WOODS, MI 48236
012 01 0435 001	19822 MACK AVE	WESTCHESTER REALTY LLC	19810 MACK AVE	GROSSE POINTE WOODS, MI 48236

012 01 0420 002	1577 HUNTINGTON BLVD	BULANDA, MARY T (LIFE ESTATE)	1577 HUNTINGTON BLVD	GROSSE POINTE WOODS, MI 48236
012 01 0439 001	19806 MACK AVE	AGC HOLDINGS LLC	19802 MACK AVE	GROSSE POINTE WOODS, MI 48236
012 01 0444 000	1604 DORTHEN ST	PSENSKI, BRIAN	1604 DORTHEN ST	GROSSE POINTE WOODS, MI 48236
012 01 0440 001	19798 MACK AVE	CUETER, ANTONINO	19802 MACK AVE	GROSSE POINTE WOODS, MI 48236
012 01 0438 301	19810 MACK AVE	T & C REALTY	19810 MACK AVE	GROSSE POINTE WOODS, MI 48236
012 01 0436 301	19818 MACK AVE	DOUBLE EAGLE REALTY LLC	19810 MACK AVE	GROSSE POINTE WOODS, MI 48236
012 01 0373 301	19850 MACK AVE	SAMMY HOLDING LLC	8232 PINEHOLLOW TRAIL	GRAND BLANC, MI 48439
	19850 MACK AVE	OCCUPANT	19850 MACK AVE	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 SCALOPINI 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



SEMCOG, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, AAFC, NRC, and

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The City of Grosse Pointe Woods, MI*

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April 12, 2023

**COMMENTS CONCERNING APPLICATION FOR CLASS C AND SDM LIQUOR LICENSES FOR
19850 MACK AVENUE, GROSSE POINTE WOODS**

In response to the notice of Public Hearing on Monday, April 17, 2023, provide the following comments are being submitted, as I will not be in town for the hearing.


I am a resident of 1598 Huntington Blvd, Grosse Pointe Woods, which is around the corner and in the block off Mack Avenue from the planned Crispelli's restaurant. The post card notice received this week was the first I've learned of a restaurant planned at the site.

While I generally support the approval of the requested licenses, I wish however, to express concern about parking for this business.

- There is very limited public parking in front of and adjacent to this building block. The Girly Girl salon has steady customers during the day and some evenings. While there is metered parking, the employees regularly park in "free" parking on Huntington Blvd. Customers seem to use the meter parking on Huntinton.
- While there are notices of 1 hour parking limits further down the block, the "free" street parking on Huntington Blvd is often full in front of my house (third down from Mack), making it difficult at times to exit my driveway across the street.
- On the opposite side of Mack, meter parking is used by Mack Avenue Diner and carryout from the local Chinese carry out service. Friends customers seem to use the meter parking lot adjacent to their building
- It is my understanding that Crispelli's restaurant in other cities is very popular. With the inclusion of alcoholic beverages, I would think that it will be a popular location in Grosse Pointe Woods, also.

What is planned for adequate parking sites that will not disrupt residents on Huntington Blvd?

Thank you for your consideration in this matter.


Margaret Freund

RECEIVED

APR 16 2023

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT



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

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.

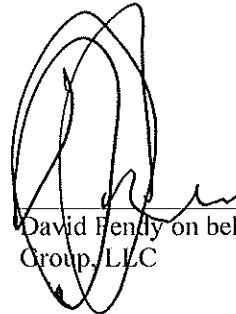
I provide the requested information as follows:

- (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;

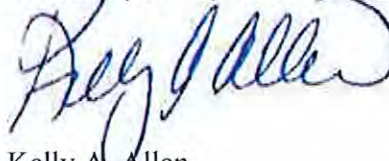
3. LCC-100a for Pendy's Restaurant Group, LLC (including LCC-100a, Part 5 and Live Scan Fingerprint Background Check Request form for members David and Susan Pendy);
4. LCC-301 for Pendy's Restaurant Group, LLC;
5. Filed Articles of Organization and Operating Agreement for Pendy's Restaurant Group, LLC;
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.	
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.	
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

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
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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 checked="" 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.	<div style="border: 1px solid black; border-radius: 50%; width: 60px; height: 60px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> </div> _____ Current Licensee/Seller's Initials

Joseph Serventi - Stockholder

Print Name of Current Licensee/Seller & Title	Signature of Current Licensee/Seller	Date
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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

A-1

Sheet Number

Floor Plan

Sheet Title

Issue Date: 10/10/2011

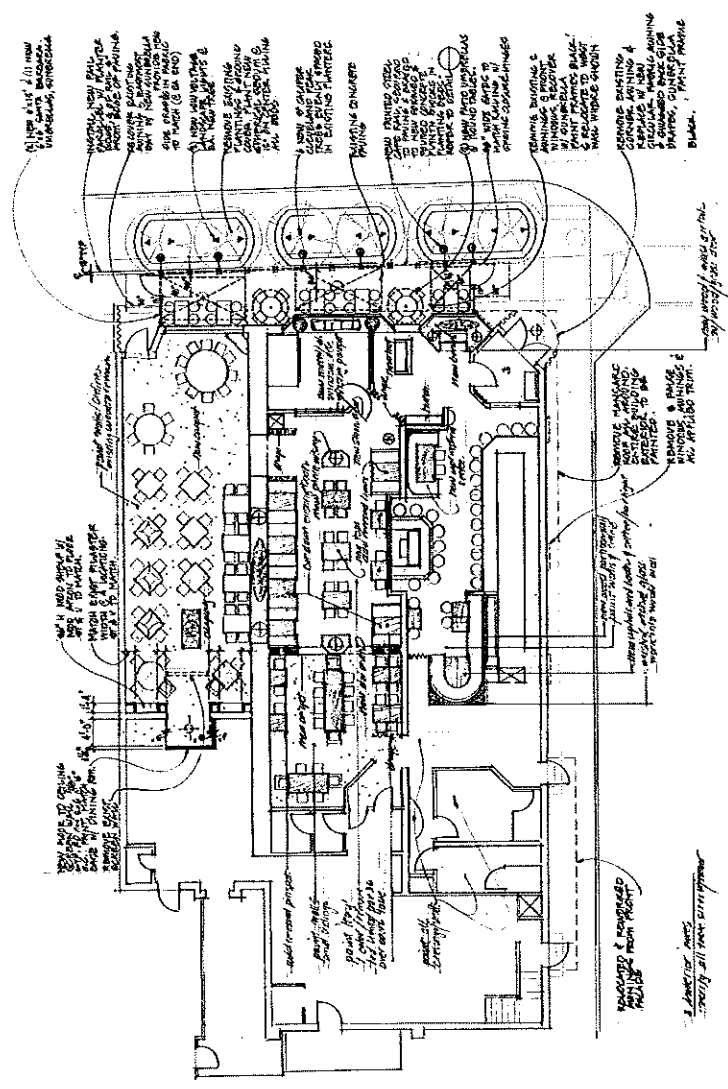
Top Sheet: 2025

Scale

Andiamo Trattoria
 Revision of an Existing Restaurant
 20430 Rock Avenue, Groves Pointe Woods, HI 40256

PROJECT

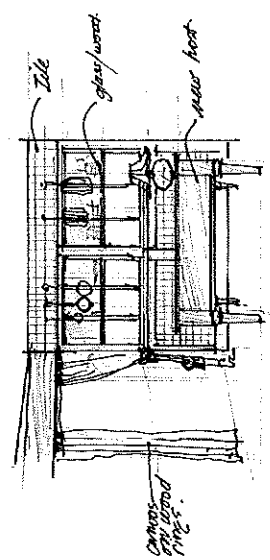
RonandRroman
 DESIGNER / ARCHITECT / LL
 1200 West 10th Street, Suite 200, Anchorage, Alaska 99501



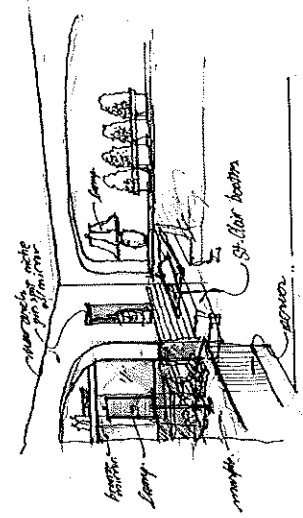
NOTE: NOTHING SHOWN TO BE CONSIDERED AS A GUARANTEE OF PERFORMANCE. CONSULTING ENGINEER'S RESPONSIBILITY IS LIMITED TO THE INFORMATION PROVIDED.



Floor Plan
 scale 1/8" = 1'-0"



View of Host
 N.T.S.



View of Interior
 N.T.S.



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	

- Are you requesting a new license? Yes No
- Are you applying ONLY for a new permit or permission? Yes No
- Are you buying an existing license? Yes No
- Are you transferring the classification of an existing on premises license? Yes No
- Are you modifying the size of the licensed premises? Yes No
If Yes, specify: Adding Space Dropping Space Redefining Licensed Premises
- Are you transferring the location of an existing license? Yes No
- Is this license being transferred as the result of a default or court action? Yes No
- 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)** <i>For Spirit Products</i>	\$22.50	
<input checked="" type="checkbox"/> SDM Sunday Sales Permit (PM)** <i>For Mixed Spirit Drink Products</i>	\$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 ROSSIE 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 D8C

*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

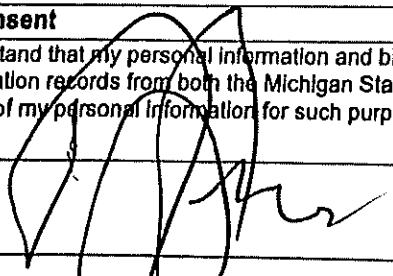
Authority: Acquisition, preservation, and exchange of fingerprints and associated information by the Federal Bureau of Investigation (FBI) is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant 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

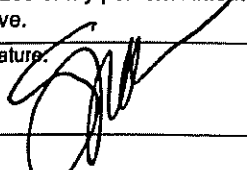
Date

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) FW1351057IP	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	

Part 6 - Contact Information

Provide information on the contact person for this application. Please note that corporations and limited liability companies must provide documentation (e.g. meeting minutes, corporate resolution) authorizing anyone other than the applicant or an attorney of record to be the contact person. If an authorization is not provided, your contact person will not be acknowledged if they are anyone other than the applicant or attorney.

What is your preferred method of contact?				<input type="radio"/> Phone	<input type="radio"/> Mail	<input checked="" type="radio"/> Email	<input type="radio"/> Fax
What is your preferred method for receiving a Commission Order?				<input type="radio"/> Mail	<input checked="" type="radio"/> Email	<input type="radio"/> Fax	
Contact name: Marcia Webster			Relationship: Legal Assistant				
Mailing address: 39572 Woodward Ave., Suite 222							
City: Bloomfield Hills			State: MI		Zip Code: 48304		
Phone: 248-540-7400		Fax number: 248-540-7401			Email: mwebster@anafirm.com		

Part 7 - Attorney Information (If You Have An Attorney Representing You For This Application)

Attorney name: Kelly Allen			Member Number: P-36219				
Attorney address: 39572 Woodward Ave., Suite 222, Bloomfield Hills, MI 48304							
Phone: 248-540-7400		Fax number: 248-540-7401			Email: kallen@anafirm.com		
Would you prefer that we contact your attorney for all licensing matters related to this application?							<input checked="" type="radio"/> Yes <input type="radio"/> No
Would you prefer any notices or closing packages be sent directly to your attorney?							<input checked="" type="radio"/> Yes <input type="radio"/> No

Part 8 - Signature of Applicant

Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.

Notice: When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

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. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

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 Pandy - Member

1/31/23

Print Name of Applicant & Title

Signature of Applicant

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
 Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
 Fax to: 517-284-8557



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.

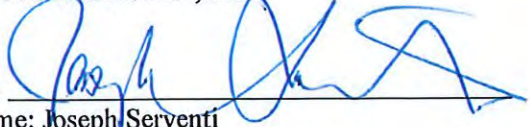
14. **Miscellaneous.** This Agreement shall not be amended except by a writing executed by each Party. This Agreement shall be governed in all respects by the laws of the State of Michigan without regard to conflict of laws principles. This Agreement sets forth the entire understanding of the Parties; 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:

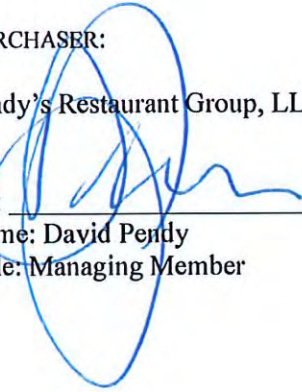
SELLER:

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 Pandy'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.

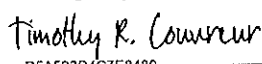
Section 34. Miscellaneous.

- 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:

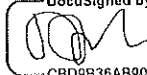
Couvreur Family Limited Partnership

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.

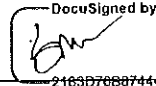
GUARANTOR:

DocuSigned by:


CB02B36A890B4D1

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 tenantable 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 tenantable shall bear to the entire Property, until the same shall be restored to a tenantable 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~~1~~50% 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, 202~~32~~³ 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

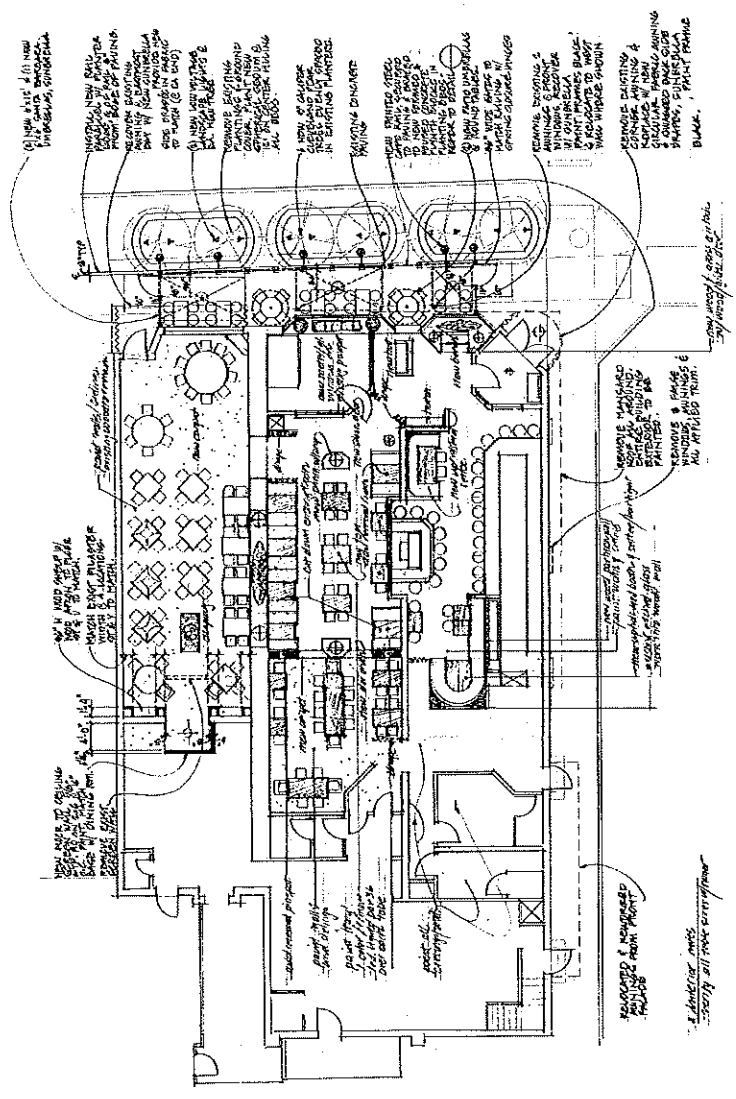
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Time : 2023/ 2/21 10:16

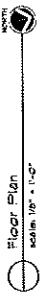
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[Sent Page/Total Page] 76/ 76 [Result] OK

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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

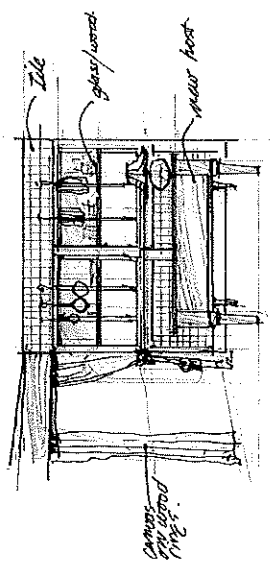
This email has been scanned by Trend Micro Hosted Email Security
For more information, visit <https://n2mtech.com/desktop-security---backup>



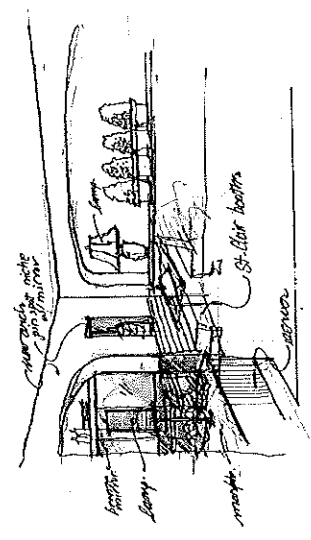
NOTHING SHOWN TO BE RELOCATED ON PACE AVE. EXISTING WALLS & PARTITIONS TO REMAIN UNLESS NOTED OTHERWISE. MATCH EXISTING ON HANPTON. ELEVATION



Floor Plan
 Scale: 1/8" = 1'-0"



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

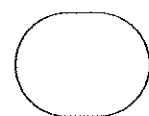
Calamari - Traditional

\$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

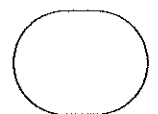
\$16.95

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

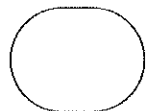
12 oz steak, cooked to order, and served with Trattoria Zip sauce. Or served Siciliana style with a side of homemade Ammoglio sauce

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

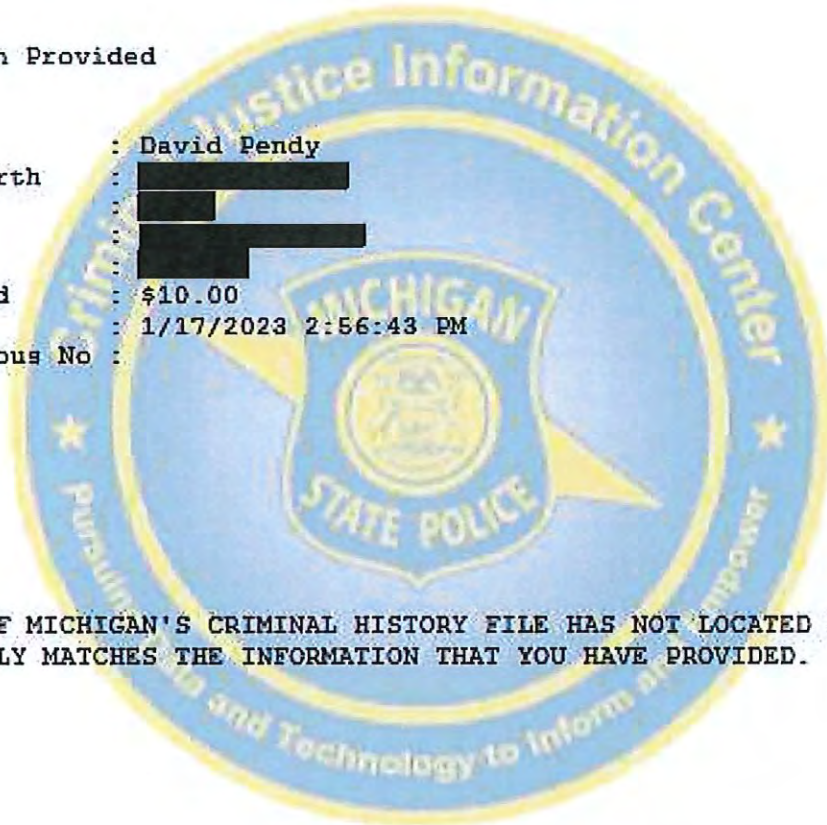
Prime Rib





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 :

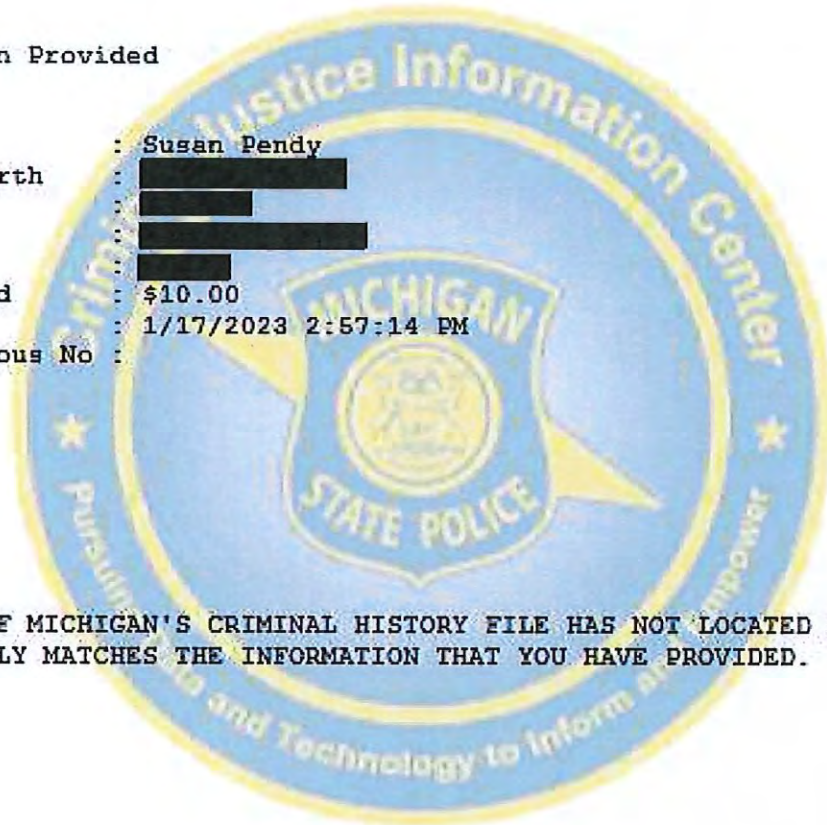


A SEARCH OF MICHIGAN'S CRIMINAL HISTORY FILE HAS NOT LOCATED A CRIMINAL RECORD THAT EXACTLY MATCHES THE INFORMATION THAT YOU HAVE PROVIDED.



Information Provided

Name : Susan Pandy
Date of Birth : [REDACTED]
Gender : [REDACTED]
Race : [REDACTED]
Reason : [REDACTED]
Amount Paid : \$10.00
Order Date : 1/17/2023 2:57:14 PM
Miscellaneous No : [REDACTED]



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@gpwwmi.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

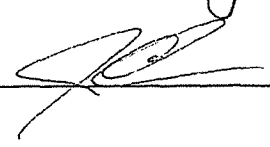
NOTICE IS HEREBY GIVEN that in accordance with Chapter 4, Article II, Liquor and Tavern Licenses of the 2017 City Code of the City of Grosse Pointe Woods, Michigan, the City will hold a public hearing on Monday, April 17, 2023, at 7:00 p.m. at 20025 Mack Plaza in the Council-Court Room of the Robert 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

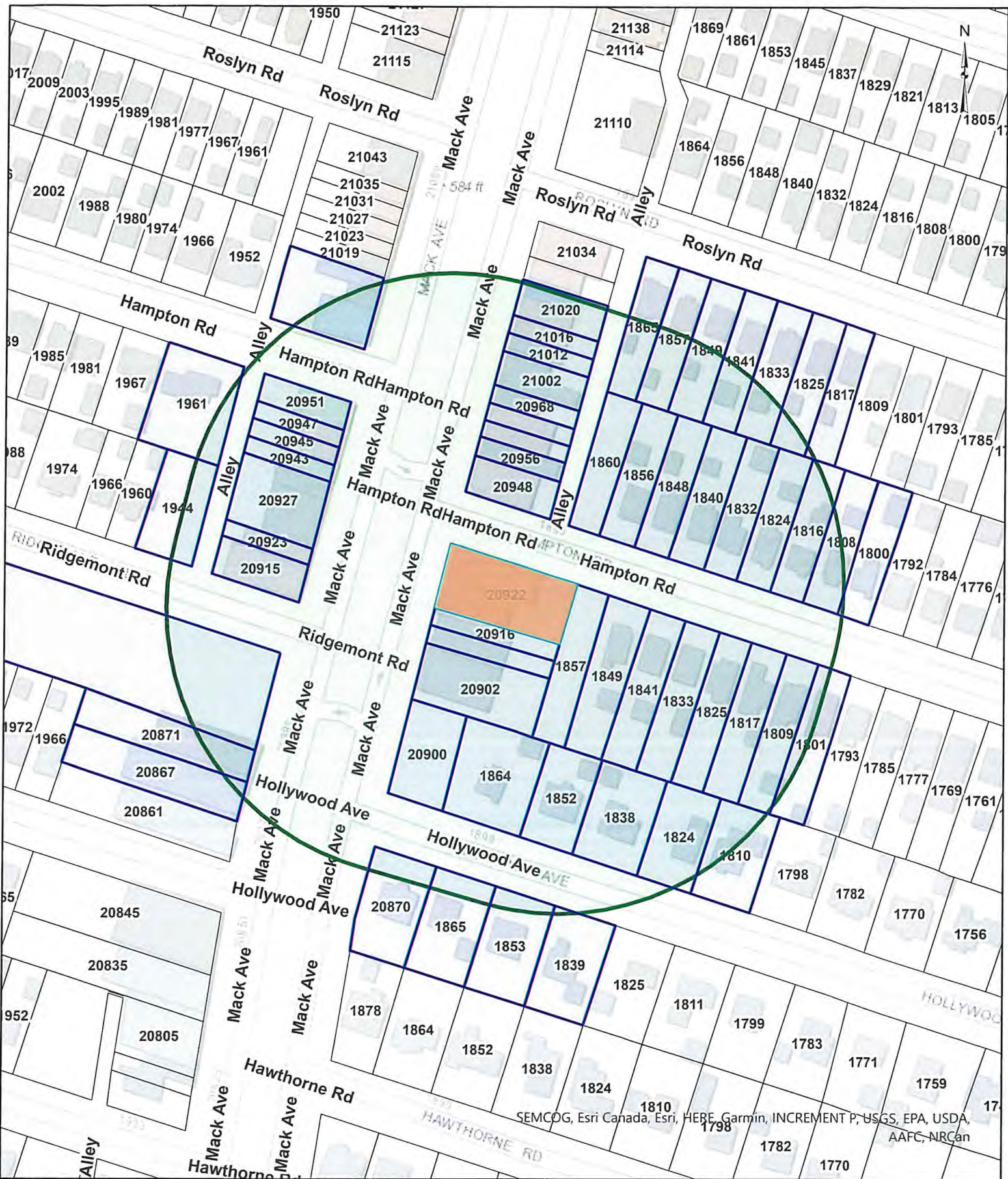
Melanie Mahoney



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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Anderson, Eckstein & Westrick, Inc.*
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MEMO 23-05

TO: Frank Schulte, City Administrator
FROM: James Kowalski, Director of Public Services *J.K.*
DATE: April 14, 2023
SUBJECT: Clean Water State Revolving Fund Project Plan

The Department of Environment, Great Lakes, and Energy (EGLE) has indicated that principal forgiveness would be available to communities applying for the Clean Water State Revolving Fund (CWSRF) program in the amount of \$8,000,000.00. In an effort to take advantage of this funding opportunity, Anderson, Eckstein and Westrick, Inc. (AEW) has prepared a CWSRF Project Plan that identifies two projects to be included as part of a CWSRF program.

1. Sewer rehabilitation by open cut repairs and cured-in-place pipe (CIPP) lining.
2. Improvements to Torrey Road Pump Station including a backup generator and other facility upgrades.

In order to conform with requirements, a resolution from the City must accompany the submission. I recommend that City Council adopt the attached resolution and that the City Clerk signs such resolution and forwards to AEW. AEW will attach the resolution to the application and submit on to EGLE.

Approved for Council consideration.



Frank Schulte, City Administrator

4-14-23

Date

APPENDIX 3: SAMPLE RESOLUTION

**A RESOLUTION ADOPTING A FINAL PROJECT PLANNING DOCUMENT
FOR WASTEWATER SYSTEM IMPROVEMENTS OR
NPS POLLUTION CONTROL/STORMWATER IMPROVEMENTS
AND DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE**

WHEREAS, the The City of Grosse Pointe Woods
(legal name of applicant) recognizes the need to make improvements to its existing wastewater treatment and collection system or its existing NPS pollution control/stormwater treatment system; and

WHEREAS, the The City of Grosse Pointe Woods
(legal name of applicant) authorized Anderson, Eckstein, and Westrick, Inc.
(name of consulting engineering firm) to prepare a Project Planning Document, which recommends the construction of Sewer Rehabilitation and Improvements to Torrey Road Pump Station.

WHEREAS, said Project Planning Document was presented at a Public Hearing held on April 17, 2023 at 6:00 P.M.
(Date and Time) and all public comments have been considered and addressed.

NOW THEREFORE BE IT RESOLVED, that the The City of Grosse Pointe Woods
(legal name of applicant) formally adopts said Project Planning Document and agrees to implement the selected alternative Sewer Rehabilitation by Open Cut Repairs and Cured-In-Place Lining, and Torrey Road Pump Station Improvements
(Selected Alternative Description)

BE IT FURTHER RESOLVED, that the Director of Public Services
(title of the designee's position), a position currently held by Jim Kowalski
(name of the designee), is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Planning Document as the first step in applying to the State of Michigan for a Clean Water State Revolving Fund Loan to assist in the implementation of the selected alternative.

Yeas (names of Members voting Yes):

Nays (names of Members voting No):

I certify that the above Resolution was adopted by _____ (the applicant's governing body)

on _____ (date of adoption) _____.

April 17, 2023

BY: _____

Name (please print or type)

Title

Signature

Date

2023 CWSRF PROJECT PLAN

Prepared for
The City of Grosse Pointe Woods



AEW Project No. 0160-0462

Prepared by:



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

Shelby Township - Roseville - Livonia

586.726.1234 | www.aewinc.com

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- Appendix A – Map of Service Area with Proposed Project Locations**
- Appendix B – SEMCOG Community Profiles**
- Appendix C – USGS Topographic Map**
- Appendix D – NRCS Soils Map**
- Appendix E – Preliminary Construction Cost Estimates**
- Appendix F – Present Worth Analysis of Selected Alternatives**
- Appendix G – CCTV Investigation Summary**
- Appendix H – Public Meeting Advertisement and Summary**
- Appendix I – Resolution to Adopt Project Planning Document**

DRAFT

Executive Summary

The City of Grosse Pointe Woods hired Anderson Eckstein, and Westrick, Inc. (AEW), the City's consulting engineer, to develop a Project Plan in order to apply for a Clean Water State Revolving Fund (CWSRF) loan through the Michigan Department of Environment, Great Lakes and Energy (EGLE). This Project Plan was prepared for in accordance with CWSRF Project Planning Document Preparation Guidance (January 2023).

The intent of the CWSRF Project is to repair deficiencies identified at Torrey Road Pump Station (TRPS) as well as defects identified within the combined sewer system itself. The goal of the CWSRF Project is to improve the efficiency and reliability of the existing combined sewer system. Based on the analysis summarized in this project plan, two projects were selected.

1. Sewer Rehabilitation by Open Cut Repairs and Cured-in-Place Pipe (CIPP) Lining

Grosse Pointe Woods owns and operates a combined sewer system that serves the entire city. On an annual basis, Grosse Pointe Woods conducts thorough sewer cleaning and video investigation programs to evaluate the current conditions of the combined sewer system and develop a plan to address any structural deficiencies. As a result of this proactive approach to infrastructure maintenance, the entire city has been cleaned and televised.

As part of the cleaning and video inspection efforts, AEW conducted a detailed review of all televised sewers. This review determined the condition of each sewer segment and identified structural deficiencies and locations of other potential obstructions to flow. The review also includes a determination of the most cost-effective rehabilitation method based on each individual defect. A summary of all identified defects within the combined sewer system is included in the Appendix.

The proposed sewer rehabilitation project includes repairing all locations with National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) scores of 4 or higher. A preliminary cost estimate for the sewer rehabilitation project is included in the appendix. A map of all locations in this project is included in the Appendix. The cost of this project is estimated to be \$4,757,122.30.

2. Torrey Road Pump Station Improvements

TRPS is the only wastewater facility owned and operated by Grosse Pointe Woods. TRPS was originally constructed in the 1940s and serves the upstream portion of the combined sewer system. The station has undergone improvements over time. However, several elements of the station are nearing the end of their useful service life or need replacement entirely.

TRPS has two separate service connections from their power provider, DTE Energy for reliability and redundancy. However, TRPS does not currently have backup power generation and is therefore completely dependent on the reliability of DTE Energy. With the increased intensity and frequency of storm events as a result of climatic factors, installing a generator at TRPS is a priority for Grosse Pointe Woods to improve the reliability of such a critical wastewater facility. The TRPS Improvement project includes the installation of a new backup generator.

The TRPS Improvement project also includes replacement or refurbishment of the various elements within the TRPS nearing the end of their useful service life to improve the efficiency and reliability of the critical wastewater facility. A preliminary cost estimate for the TRPS Improvement project is included in the appendix. The cost of this project is estimated to be \$3,222,271.80.

The total cost of the CWSRF Project is \$7,979,394.10. The CWSRF loan is anticipated to be financed for a 20-year term at 1.875 percent interest. Debt service must be financed by a sewer system user charge system (UCS) that is consistent with the Environmental Protection Agency (EPA) and EGLE guidelines.

Background

Study and Service Area

The City of Grosse Pointe Woods is located in the north east section of District 1 in Wayne County. Grosse Pointe Woods borders St. Clair Shores to the North, Grosse Pointe Shores to the east, the city of Harper Woods to the west, and the cities of Grosse Pointe Farms and Detroit to the south.

The project study area encompasses the combined sewer system owned by Grosse Pointe Woods. The Study Area Map is presented in Appendix A. The study area map identifies the existing sewer system and the location of the proposed improvements.

The study area consists of 3.3 square miles. Existing land use data, by category, was provided by Southeast Michigan Council of Governments (SEMCOG) for the study area and is included in Appendix B (SEMCOG Community Profile).

Single-family residential homes occupy the largest share of the study area's total acreage consisting of 1,199.7 acres, or 57.4 percent, of land are being used for this purpose. Existing single-family development is concentrated in platted subdivisions within the city.

Multiple-family residential occupies 11.3 acres of land. This accounts for 0.6 percent of the study area. Most multiple-family development in the study area is primarily located in the vicinity of the major roads.

Commercial and Office developments occupy 50.7 acres of land, or 2.4 percent of the study area. Office development is located principally along all the principal and minor arterials and the major collector streets located in the city. Most of the commercial developments are located in a linear fashion along Mack Avenue.

Industrial developments occupy 0.4 acres of the study area's land, or 0.0 percent of the study area.

Institutional developments occupy 137 acres of the study area land, or 6.6 percent of the study area. Institutional development is generally scattered throughout the study area.

A table summarizing the acreage and percentage of each category in the study area (that being the entire city) as well as the land use changes from 2015 to 2020 can be found in the SEMCOG Community Profile in Appendix B.

Population

The residential population for Grosse Pointe Woods is 16,487 people, based on 2020 Census data. Seasonal fluctuations due to resorts or tourism are negligible. According to SEMCOG, the population projections for the city in 2030, 2040 and 2045 are 15,004, 14,870 and 15,077 respectively.

Existing Environment Evaluation

Cultural and Historic Resources

The projects discussed in this project plan are confined to previously constructed wastewater infrastructure located in publicly owned property or public Right of Way which has already been developed. Consequently, the proposed projects are not expected to impact cultural or historic resources.

Air Quality

There are no known air quality issues in Grosse Pointe Woods. Emissions from heavy equipment can be expected during construction. Additionally, the proposed generator will produce emissions as a result of fuel combustion to provide backup power generation. However, it is expected that these emissions will have a negligible long-term impact on air quality in Grosse Pointe Woods.

Wetlands

No wetland areas have been identified within Grosse Pointe Woods. Consequently, the proposed projects are not expected to impact wetlands.

Great lakes Shorelands, Coastal Zones, and Coastal Management Areas

Grosse Pointe Woods is a landlocked community surrounded by neighboring communities along the entirety of their border. Consequently, the proposed projects are not expected to impact Great Lakes Shorelands, Coastal Zones, and Coastal Management Areas.

Floodplains

There are no special flood hazards within Grosse Pointe Woods. Consequently, the proposed projects are not expected to impact floodplains.

Natural or Wild and Scenic Rivers

There are no Natural or Wild and Scenic Rivers within Grosse Pointe Woods. Consequently, the proposed projects are not expected to impact floodplains.

Major Surface Waters

There are no major surface waters within Grosse Pointe Woods. Consequently, the proposed projects are not expected to impact major surface waters.

Topography

According to the United States Geographical Survey (USGS) map as shown in Appendix C, Grosse Pointe Woods is relatively flat. Elevations range from approximately 620 ft at the western most portion of the city to 576 ft along the northern border of the city. The elevation of the eastern shoreline of Lake St. Clair is approximately 571 ft. This indicates a difference in elevation in range of 5 feet from the lowest point in the city to Lake St. Clair to 49 feet from the highest point. In general, the average elevation throughout the city is 590 feet.

Geology

There are no geological structures or formations in the vicinity of the proposed projects.

Soil Types

Soil conditions throughout the city are classified generally as being silty sandy clay loam. Much of the city has soil stratum that consists of varying depths of fine sand, medium stiff moist gray silty clay, soft moist gray silt clay and bed rock. A map of the existing soils in Grosse Pointe Woods is included in Appendix D.

Agricultural Resources

There is no agricultural land within the Grosse Pointe Woods. Consequently, the proposed projects are not expected to impact agricultural resources.

Fauna and Flora

The projects discussed in this project plan are confined to previously constructed wastewater infrastructure located in publicly owned property or public Right of Way which has already been developed. Consequently, the proposed projects are not expected to impact any natural habitats. However, the MSU Extensions will be contacted to ascertain whether any species of fauna or flora listed or proposed to be listed in the MNFI as endangered or threatened, or the critical habitat of such species, is found in the vicinity of the proposed projects.

Existing System

Grosse Pointe Woods is a fully developed community served by a combined sewer system. A map of the sewer system is included in Appendix A. The outlet of the combined sewer system is the Milk River Pump Station and Retention Treatment Basin located at the northern border of the city. The facility is owned and operated by the Southeast Macomb Sanitary District (SEMSD). The facility pumps the sewage to the Great Lakes Water Authority (GLWA) for treatment or during extreme wet weather events, it discharges to Lake St Clair via the Milk River. Grosse Pointe Woods does not own or operate any wastewater treatment facilities.

Throughout the system, a network of larger diameter sewers collect sanitary sewage and surface drainage from the local sewers via lateral connections. The southern portion of the city is the furthest upstream end of the system. The larger diameter sewers serving this area discharge into the Torrey Road Pump Station (TRPS). TRPS consists of two sanitary pumps and three storm pumps which discharge into a large diameter sewer that was constructed over the course of several different contracts. The Black Marsh Drain is the segment between TRPS and Lochmoor Blvd. The Milk River Drain is the segment from Lochmoor Blvd to the Milk River Pump Station and Retention Treatment Basin. The Girard Drain also outlets into the Milk River Drain at Marter Road.

Grosse Pointe Woods began developing in the early 1900's. The oldest sewers in operation are over 80 years old. A hydrologic and hydraulic study has not been conducted for the combined sewer system. Additionally, due to the incremental nature of development over an extended period of time, the system does not have a known design capacity.

Due to the lack of industrial presence in Grosse Pointe Woods, there are no major industrial discharges.

Grosse Pointe Woods does not experience sanitary sewer overflows (SSO) or combined sewer overflows (CSO). However, the city experienced basement sewer backups during the historic June 25, 2021 storm event.

Due to the combined nature of the sewer system, it is vulnerable to increased basement flooding risk as a result of increased intensity storm events. Additionally, TRPS does not currently have backup power generation and is therefore dependent on the service from the power provider. Installation of a backup generator at TRPS is one of the proposed projects included in this project plan. Further discussion regarding backup power generation at TRPS is included in the next section of this project plan.

Need for the Project

The combined sewer system is a gravity system that discharges into the Milk River Pump Station and Retention Basin owned and operated by the SEMSD and from there discharged to the GLWA system where it is transported and treated by GLWA. Consequently, NPDES compliance, discharge permits and the Discharge Data Form are not applicable to Grosse Pointe Woods.

There are no court orders, federal or state enforcement orders, or administrative consent orders involving Grosse Pointe Woods.

Grosse Pointe Woods is an established community where the entire city has been sewered in the past and as such there are no known septic systems.

Based on population projection information provided by SEMCOG, the city is predicted to decline in population over the next 20 years.

The goal of the CWSRF project plan is to improve the efficiency of the existing combined sewer system and to restore the structural integrity of sections of the system where issues have been identified.

As Part of the CWSRF Project Plan, two projects have been proposed to improve the reliability of the existing system.

1. Sewer Rehabilitation by Open Cut Repairs and Cured-in-Place Pipe (CIPP) Lining
 2. Torrey Road Pump Station Improvements
1. On an annual basis, Grosse Pointe Woods proactively performs cleaning and video inspection of the combined sewer system, to identify structural deficiencies. A list of repairs and rehabilitation required has been created for its sewers, ranked by severity. A summary of this evaluation can be found in Appendix G.

As the City's sewer system ages, the risk of deterioration, blockages and collapses become a major concern. An unexpected collapse of a sewer line can result in a number of problems, a few of which include:

- Health exposures from bacteria and other hazardous microorganisms
- Risk of electrocution
- Destruction of valuables
- Damage to structures and other personal property
- Expensive and unbudgeted repair costs

The CWSRF loan will provide Grosse Pointe Woods a funding mechanism to address projects identified as high priority or critical. These locations are included in the proposed project. The combined sewer system may not be able to provide full capacity due to mineral deposit buildup, heavy roots, cracked pipe, broken or missing pipe, the buildup of debris and solid waste, and many other obstructions. The repair and rehabilitation conducted as a part of this project will extend the life of the sewer system and restore the integrity of the combined sewer system by eliminating collapsed or collapsing pipe and in other instances decreasing the potential for structural deficiencies, infiltration and possible collapse.

2. TRPS serves the upstream portion of the combined sewer system. If a failure occurs at TRPS, the entire service area tributary to TRPS would be at risk of basement sewer backups causing

widespread property damage. TRPS has two separate service connections from their power provider, DTE Energy, for reliability and redundancy. However, TRPS does not have backup power generation, and is therefore completely dependent on the reliability of DTE Energy. Additionally, power outages most often occur during significant storm events when the performance of TRPS is most critical. With increasing intensity and frequency of storm events as a result of climatic factors, installing a backup power generator at TRPS is a priority for Grosse Pointe Woods to improve the reliability of such a critical wastewater facility. The TRPS Improvement Project includes the installation of a new backup generator.

TRPS was originally constructed in the 1940s. The station has undergone improvements however, several elements of the station need updates. For example, many of the electrical elements in the station are beyond their useful life and maintenance efforts have become more frequent. Similarly, other equipment within TRPS including sluice gates, and hydraulic actuation have degraded with age. The TRPS Improvement project includes replacement or refurbishment of the various elements within the TRPS nearing the end of their useful service life to improve the efficiency and reliability of the critical wastewater facility.

Projected Future Needs

Due to the fact that Grosse Pointe Woods is both fully developed and is also predicted to experience population decline, residential wastewater is not expected to increase over a period of 20 years and was not considered in this project plan.

Additionally, this project plan does not include construction of new wastewater facilities. The sewer rehabilitation projects are intended to address previously identified structural issues, and are therefore not intended to increase system capacity. Similarly, the TRPS improvements are intended to address issues at the existing station and are therefore not intended to increase system capacity. However, these improvements are expected to improve the system's resilience to changes resulting from climatic factors as discussed in the previous section.

Analysis of Alternatives

To apply for a CWSRF loan a cleaning and televising program consisting of several projects were conducted and analyzed to determine the condition of the existing combined sewer system. The goal of the CWSRF project plan is to eliminate or reduce the number and severity of structural deficiencies present in the combined sewer system.

No Action

The No Action alternative represents the decision to do nothing beyond the cleaning of the sewers that has already taken place as part of the cleaning and televising program. Abandoning efforts to correct the structural deficiencies will provide inadequate capacity and further deterioration of the sewer system, most likely causing future collapsed sections of pipe. Collapsing pipes can result in losses of service for significant portions of the service area. Such failures would result in large capital expenditures that are not typically anticipated by the city, including but not limited to, collapsed sections of pipe, sewer backups, and service laterals potentially backing up and possibly causing basement sewer backups.

Similarly, if no action is taken to address the deteriorating components of TRPS that are nearing the end of their useful service life, the likelihood of a catastrophic failure would greatly increase over time. As noted in the Need for the Project section, a failure at TRPS could result in basement sewer backups throughout the TRPS service area causing widespread property damage.

The long-term impact of the no action alternative is cost prohibitive and not in the best interest of the city.

Optimum Performance of Existing System

This project is intended to address structural issues identified within the combined sewer system and aging components of TRPS. Consequently, optimizing performance of the system cannot resolve existing structural issues or aging components of TRPS. Therefore, the Optimum Performance of Existing System alternative was not considered an applicable option.

Regionalization

The issues identified within the combined sewer system are limited to the local service areas in Grosse Pointe Woods. Consequently, the regionalization alternative is not considered viable or practical for the deficiencies evaluated in this project plan.

Monetary Evaluation

The most cost-effective repair method was determined as part of the previously completed sewer inspection review efforts, based on the type of defect identified using the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) system. Therefore, separate alternatives were not evaluated for every individual defect location. Preliminary construction cost estimates have been prepared for the Sewer Rehabilitation Project by Open Cut Repairs and CIPP Lining as well as the TRPS Improvement project. The preliminary construction cost estimates are included in Appendix E.

Sunk Costs

Per the project planning document guidance, sunk costs were not included as a part of the monetary analysis as they are costs incurred regardless of what alternatives are selected. Sunk costs include the cost to operate and maintain the existing sewer system and pump stations and the associated lands, all outstanding debts and the cost incurred to prepare this project plan.

Present Worth

A present worth analysis, covering the 20-year planning period, was conducted. The discount rate used to calculate the present worth is 7% according to the Federal Office of Management and Budget (OMB). The present worth analysis calculations are included in Appendix F. The present worth was calculated using the following steps:

- Determine the capital cost. The construction costs from the estimates are for current value and are assumed to be present worth.
- Determine the salvage value at 20 years for each alternative using straight-line depreciation.
- Given the future salvage value, the present worth of the salvage value can be calculated as the salvage value at 20 years, multiplied by the single payment present worth factor of 0.4146 to determine present worth from a future amount in 20 years.
- Interest during construction has been calculated as 7.0 percent multiplied by the construction period in years and the total capital cost. The total is then multiplied by 0.5. This is per the guidance document for construction periods less than four (4) years.
- The total present worth is calculated by deducting the present worth of the salvage value at 20 years and the present worth of revenue generated from the sum of the present worth of the capital costs and the interest during construction.

- The equivalent annual cost is calculated by multiplying the total present worth by the capital recovery factor of 0.09439, to determine the annual cost for 20 years based on the total present worth.

Salvage Value

In accordance with the Project Planning Document Preparation Guidance the salvage value at the end of the 20-year planning period was calculated using straight line depreciation with a useful life of 50 years.

Escalation

The proposed projects are not expected to result in the purchase of more land or increases in energy use. The proposed generator will consume fuel. However, based on the lack of historical outages experienced at TRPS, it is anticipated that the generator will be used in such rare circumstances that the cost of fuel is considered negligible for the purposes of this analysis. Consequently, escalation costs were not considered in the monetary analysis.

Interest During Construction

The construction period is expected to be less than four years. As a result, interest was calculated as one half of the product of the construction period (in years), the total capital expenditures (in dollars), and the real discount rate.

User Costs

The combined sewer system is made up of 9,633 residential equivalency units (REU's). Based on the present worth analysis, the equivalent annual cost of the CWSRF projects is \$662,763.88. Therefore, the estimated annual costs per REU is \$68.80.

Project Delivery Method

The traditional Design-Bid-Build delivery method will be utilized for the CWSRF projects. Therefore, the project delivery method was not considered in the monetary evaluation.

Environmental Evaluation

All improvements proposed within this project plan will be made to existing wastewater infrastructure. Additionally, the construction methods themselves are expected to have minimal environmental impact. Soil erosion and sedimentation control measures are included in the capital cost of the project and enforced during construction.

Selected Alternative

Design Parameters

1. Sewer Rehabilitation by Open Cut Repairs and CIPP Lining

On an annual basis, Grosse Pointe Woods proactively performs cleaning and video inspection of the combined sewer system, to identify structural deficiencies. The city has identified numerous locations within the combined sewer system which have become significantly deteriorated and need rehabilitation or repair. These sewers along with their varied locations serve a large portion of Grosse Pointe Woods.

The most cost-effective repair method was determined as part of the previously completed sewer inspection review efforts, based on the type of defect identified using the PACP system. This project plan is intended to repair all locations in the combined sewer system with structural

PACP scores of 4 or 5. A table summarizing the results of the sewer video inspection is included in Appendix G. The goal of the selected project components is to provide for system reliability by correction of structural deficiencies in existing sewers. The recommended project will include open cut sewer repairs, sewer rehabilitation by full length cured-in-place pipe (FCIPP), and sewer rehabilitation by sectional cured-in-place pipe (SCIPP).

Open Cut Repairs

At select locations within the combined sewer system there are pipes that have structurally failed and collapsed to the point where the only option for rehabilitation is by excavating and replacing either a section of a line section known as a point repair or complete sewer replacement.

FCIPP Rehabilitation

Rehabilitation by FCIPP is best utilized where several deficiencies were identified for correction within a length of existing sewer. The use of trenchless technologies such as cured-in-place pipe has several advantages over traditional removal and replacement of sewers. FCIPP rehabilitation limits adverse impact to the environment since excavation is not required to complete the work. Secondly, this method of construction will lessen the impact of construction noise, pollution and traffic congestion. The Contractor can accomplish the construction faster and with less equipment comparing it to open excavation replacement. Additionally, FCIPP proved to be the most cost-effective method of sewer rehabilitation for the sewer segments selected.

SCIPP Rehabilitation

Rehabilitation by SCIPP utilizes the same trenchless technology as FCIPP and therefore represents the same benefits and cost savings when compared to Open Cut Pipe Repair. The difference with SCIPP is that only a portion of a line segment requires rehabilitation due to a structural deficiency. Whereas FCIPP rehabilitates a complete line segment from manhole to manhole, SCIPP is a location specific rehabilitation method for particular section within a line segment which requires a localized repair. Since there are a number of areas that require a sectional repair/rehabilitation, SCIPP proves to be a greater costs savings versus an open excavation type of repair.

The locations of all proposed repairs included in the CWSRF project plan are shown on the map in Appendix A.

2. Torrey Road Pump Station Improvements

There are no court orders, federal or state enforcement orders, administrative consent orders, or local health department findings or directives related to TRPS. The facility does not perform any activity related to treatment, discharges, or residuals management. Additionally, the proposed improvements at TRPS will not have an impact on system capacity. As a result of these factors. A basis of design is not applicable to the proposed improvements to TRPS. The proposed improvements include installation of a backup generator and the replacement or restoration of the various elements within the TRPS nearing the end of their useful service life to improve the efficiency and reliability of the critical wastewater facility.

Useful Life

Open cut sewer repairs, sewer rehabilitation by FCIPP, and sewer rehabilitation by SCIPP all have useful life expectancy exceeding 30 years. Lining efforts conducted over 30 years ago within the city of Grosse Pointe Woods are still in service today.

The proposed improvements at TRPS are expected to maintain the facility beyond 30 years. Literature on life expectancy of backup power generators relate the useful life to the hours of use. Based on the lack of historical outages at TRPS, it is anticipated that the hours of use will be less than 100 hours per year, almost entire from routine weekly test startups for preventative maintenance purposes.

Project Maps

See Appendix A for a map identifying all work areas associated with the proposed CWSRF Projects.

Water and Energy Efficiency

All improvements proposed within this project plan will be made to previously constructed wastewater infrastructure to address previously identified structural issues. Consequently, the water and energy efficiency alternatives are not considered as part of this project.

Schedule for Design and Construction

A preliminary schedule for design and construction of the selected alternatives is presented below:

Publish public hearing notice	3/31/23
Conduct formal public meeting	4/17/23
Public comment period ends	4/17/23
City Council approves resolution to proceed with project plan	4/17/23
Project plan submittal to MDEQ	5/1/23
Submit engineering plans for required permits	8/1/24
Part I application due (financial documentation and assurances)	9/1/24
Part II application due (submit approved UCS and project plans)	10/1/24
Publish advertisement for bids	10/1/24
Part III application due (bid tabulation with tentative award)	11/1/24
Order of Approval issued	11/15/24
Loan close	12/1/24
Conduct preconstruction meeting and issue notices to proceed	1/6/25
Start construction	2/1/25
Mitigation of environmental impacts	2/1/25
Project completion	2/1/26

Cost Summary

The total cost of the CWSRF Project is estimated to be \$7,979,394.10. The CWSRF loan is anticipated to be financed for a 20-year term at 1.875 percent interest. Debt service must be financed by a sewer system user charge system (UCS) that is consistent with the Environmental Protection Agency (EPA) and EGLE guidelines.

Implementability

The City of Grosse Pointe Woods is a municipal unit organized under the State of Michigan Constitution and statutes and is legally able to own and operate public utilities. The city owns and operates its public water system and combined sewer system. All improvements proposed

as a part of this project will be completed within city owned utility infrastructure. All city-owned sewers are located within a city owned utility easement or public rights-of-way.

The selected alternatives will not pose any issues related to the implementability of the project. Grosse Pointe Woods has the legal authority, managerial capability, and financial means to build, operate, and maintain the system. Grosse Pointe Woods passed a resolution to adopt this Project Plan at the April 17, 2023 City Council meeting.

Environmental and Public Health Impacts

Direct Impacts

Cultural and Historic Resources

The projects discussed in this project plan are confined to previously constructed wastewater infrastructure located in publicly owned property or public Right of Way which has already been developed. Additionally, the National Register of Historical Places does not include any locations within Grosse Pointe Woods. Consequently, the proposed projects are not expected to impact cultural or historic resources.

Air Quality

Emissions from heavy equipment can be expected during construction. Additionally, the proposed generator will produce emissions as a result of fuel combustion to provide backup power generation. However, it is expected that these emissions will have a negligible long-term impact on air quality in Grosse Pointe Woods.

Wetlands

No wetland areas have been identified within Grosse Pointe Woods. Consequently, the proposed projects are not expected to impact wetlands.

Great lakes Shorelands, Coastal Zones, and Coastal Management Areas

Grosse Pointe Woods is a landlocked community surrounded by neighboring communities along the entirety of their border. Consequently, the proposed projects are not expected to impact Great Lakes Shorelands, Coastal Zones, and Coastal Management Areas.

Floodplains

There are no special flood hazards within Grosse Pointe Woods. Consequently, the proposed projects are not expected to impact floodplains.

Natural or Wild and Scenic Rivers

There are no Natural or Wild and Scenic Rivers within Grosse Pointe Woods. Consequently, the proposed projects are not expected to impact floodplains.

Major Surface Waters

There are no major surface waters within Grosse Pointe Woods. Consequently, the proposed projects are not expected to impact major surface waters.

Agricultural Resources

There is no agricultural land within the Grosse Pointe Woods. Consequently, the proposed projects are not expected to impact agricultural resources.

Fauna and Flora

The projects discussed in this project plan are confined to previously constructed wastewater infrastructure located in publicly owned property or public Right of Way which has already been developed. Consequently, the proposed projects are not expected to impact any natural habitats. However, the MSU Extensions will be contacted to ascertain whether any species of fauna or flora listed or proposed to be listed in the MNFI as endangered or threatened, or the critical habitat of such species, is found in the vicinity of the proposed projects.

Construction Impacts

The proposed work for the project is generally limited to the public right-of-way where streets may be impacted depending on the location of the existing sewers. Construction methods are selected to minimize disruptions. Standard traffic and safety control devices meeting MDOT construction standards such as barricades and lighted barrels will be in place to warn and protect residents during construction activities.

Where sewer main replacement work is taking place within or near road right-of-ways, roads may have to be partially or completely closed to vehicular and/or pedestrian traffic. In addition, construction equipment and vehicles will have to be parked within the road right-of-way for a specified period of time.

Closures may result in the re-routing or postponement of garbage pick-up, mail delivery, parcel delivery and other deliveries to residences and businesses. Access for emergency vehicles and access for handicapped or disabled persons will also require attention.

Consideration must be taken to establish haul routes that minimize impact to residents and businesses. Construction truck traffic will be confined to the construction project itself and accessing the sites from major roads only. No truck traffic will be allowed to be on adjacent residential streets.

During the course of construction, the noise level will be increased as a result of construction equipment and truck traffic.

Where open cut excavations will take place, special attention will be required when stockpiling excavated materials in addition to other material stockpiles and their locations to not interfere with existing drainage patterns and transfer particulates into the drainage system. Soil erosion and sedimentation control measures such as, but not limited to silt sacks, filter fabrics and straw bales will be installed at storm water facilities as part of the construction activities to prevent soil erosion and sedimentation concerns.

The vegetation to be disturbed for this project are grass areas maintained by each property owner. Any disturbed area will be restored. Tree removals may be necessary. Any miscellaneous tree removal will be replaced with a tree of compatible species native to the area.

Any contamination encountered during construction will be remediated by the contractor.

Operational Impacts

The proposed projects will not result in any changes to the current system, operational or otherwise.

Social Impacts

Minor increases in rates may be a social impact of the project if the city chooses to increase rates to finance the loan debt. Additionally, traffic impacts discussed in the Construction

Impacts section of the report can be considered a social impact. Long-term impacts related to relocation of business or residents due to these projects are not expected due to the nature of the proposed projects.

Indirect Impacts

Due to the fact that the service area is fully developed, the proposed projects are confined to previously constructed wastewater infrastructure, and the service area is predicted to experience population decline, there are no anticipated indirect impacts to the following aspects:

- Changes in rate, density, or development type
- Changes in land use
- Changes in air or water quality
- Changes to the natural setting or sensitive features
- Impacts on cultural, human, social and economic resources
- Impacts on area aesthetics
- Resource consumption over the useful life of the project

Cumulative Impacts

Due to the fact that the service area is fully developed, the proposed projects are confined to previously constructed wastewater infrastructure, and the service area is predicted to experience population decline, there are no anticipated indirect impacts as a result of the proposed projects to the following aspects:

Mitigation

Mitigation of Short-Term Construction Related Impacts

General Construction

Many mitigation techniques used to minimize short term construction impacts are standard procedures included in construction contracts. For example, traffic control measures will be included in the construction contract to safely maintain traffic during construction activities.

Allowable work hours are controlled by local ordinances in order to mitigate impacts related to increased noise levels during construction.

Soil Erosion and Sedimentation Control

Soil Erosion and Sedimentation Control (SESC) plans and permit requirements are included in the construction contract as well. SESC measures include the use of inlet filters for catch basins within the project influence area to prevent soils or other construction materials from entering the combined sewer system. Silt fences may also be used to prevent runoff from carrying soils from the construction site and potentially entering waterways.

Where feasible, trenchless technologies will be used to perform rehabilitation and limit required excavation. However, where trenchless rehabilitation methods cannot accomplish the necessary rehabilitation, open cut excavation will be required. For all excavated areas, it will be necessary for the contractor to stockpile excavated and backfill materials. During open cut operations, effort will be made to minimize the amount of open trench by backfilling as soon as possible after work is complete. This practice will minimize the amount of material stockpiled on

the site, thereby minimizing the potential for sedimentation runoff and airborne particulate/dust problems. All excess soils will be removed from the project site as the work progresses.

The contractor will be required to maintain a safe and clean work site. This includes performing street sweeping as necessary during construction.

Existing Landscape

Any surface features impacted by the construction such as paved surfaces, lawns, or vegetation will be repaired or replaced as part of the construction contract.

Existing Underground Utilities

It is common to encounter existing utilities during excavation. Existing underground utilities that may be encountered include, but are not limited to, electric, gas, communications, water mains, and sewers. Every effort will be made to obtain information regarding underground utilities from all utility owners for inclusion on the construction plans. The contractor will be required to have all construction sites staked by MISS DIG for the location of all underground utilities. It will be the contractor's responsibility to protect all underground utilities during construction.

Culturally and Historically Significant Sites

Per the direction of the State Historical Preservation Office (SHPO), any culturally or historically significant artifacts that are uncovered during excavation require all work to be stopped and the area where the artifact(s) were encountered will be immediately surveyed by SHPO or any of the Tribal Historical Preservation Officers (THPO) who may have stated, by written correspondence, that their tribe has had past influence in the City. If encountered, every effort will be made to accommodate and not disturb any cultural or historically significant artifacts. If necessary, the project will be redesigned to maintain historically significant properties. The proposed excavation is in areas of previously constructed wastewater infrastructure where the ground has been previously disturbed during original construction. Therefore, we anticipate that culturally or historically significant artifacts will not be encountered.

Natural Water Features

Construction is not expected to occur near wetlands, floodplains, surface waters or natural streams and rivers. Therefore, mitigation related to these features is not considered in this project plan.

Mitigation of Long-Term Impacts

Siting Decisions

The only feature that will be constructed above the ground surface will be the generator and related appurtenances on the TRPS lot. This equipment will be mostly set back from public view towards the rear of the lot. There is currently landscaping along the TRPS lot lines to provide privacy and concealment for the residential lots adjacent to TRPS.

Operational Impacts

The sewer rehabilitation project will not result in any operational impact whatsoever as these locations are confined to gravity sewers that do not require operational activities.

In an effort to mitigate the noise from the proposed generator at TRPS, a level 2 noise attenuating enclosure will be specified. Additionally, aside from routine weekly test startups for preventative maintenance purposes, the generator will only run in emergency situations.

Mitigation of Indirect Impacts

The proposed projects do not involve the expansion of the sewer system or implementation of a wastewater treatment facility. The proposed work will not have an effect on the rate of development, population density, zoning or land use. Therefore, no indirect impacts are foreseen as a part of this project.

Staging of Construction

Due to the varied locations of the proposed projects, staging of the construction will not provide any additional mitigation benefits.

Public Participation

Public Meeting

A public meeting was held at Grosse Pointe Woods City Hall on Monday, April 17, 2023. The following items were discussed.

1. A description of the water quality problems to be addressed by the project and the principal alternatives that were considered.
2. A description of the recommended alternative, including its capital costs and a cost breakdown by project components (e.g., treatment plant, sewer system).
3. A discussion of project financing and costs to users, including the proposed method of project financing and estimated monthly debt retirement; the proposed annual, quarterly, or monthly charge to the typical residential customer; and any special fees that will be assessed.
4. A description of the anticipated social and environmental impacts associated with the recommended alternative and the measures that will be taken to mitigate adverse impacts.

Public Meeting Advertisement

In accordance with the Project Planning Document Preparation Guidance, the advertisement was published on the city's website on Friday, March 31, 2023. The public meeting advertisement is included in Appendix H.

Public Meeting Summary

The following elements from the public meeting are included in Appendix H:

- Summary of the meeting held and what was covered during the meeting.
- List of attendees.
- Concerns raised during the meeting and the responses.
- Written comments received during the public notice period and the responses.
- Changes made to the project because of public comment

Adoption of the Project Planning Document

The resolution to adopt this Project Plan passed at the April 17, 2023 city council meeting is included in Appendix I.

Technical Considerations

The projects included in this project plan are intended to address previously identified structural issues. Therefore, infiltration and inflow (I&I) removal was not considered as part of this analysis. Similarly, a sewer system evaluation survey (SSES) was not conducted as part of this analysis.

Structural Integrity

A table summarizing the results of the NASSCO PACP sewer video inspection is included in Appendix G. A map of the proposed sewer projects with areas of Grade 4 or 5 defects is included in Appendix A.

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Appendix A
**Map of Service Area with Proposed
Projects Locations**



CITY OF ST. CLAIR SHORES

MACOMB COUNTY

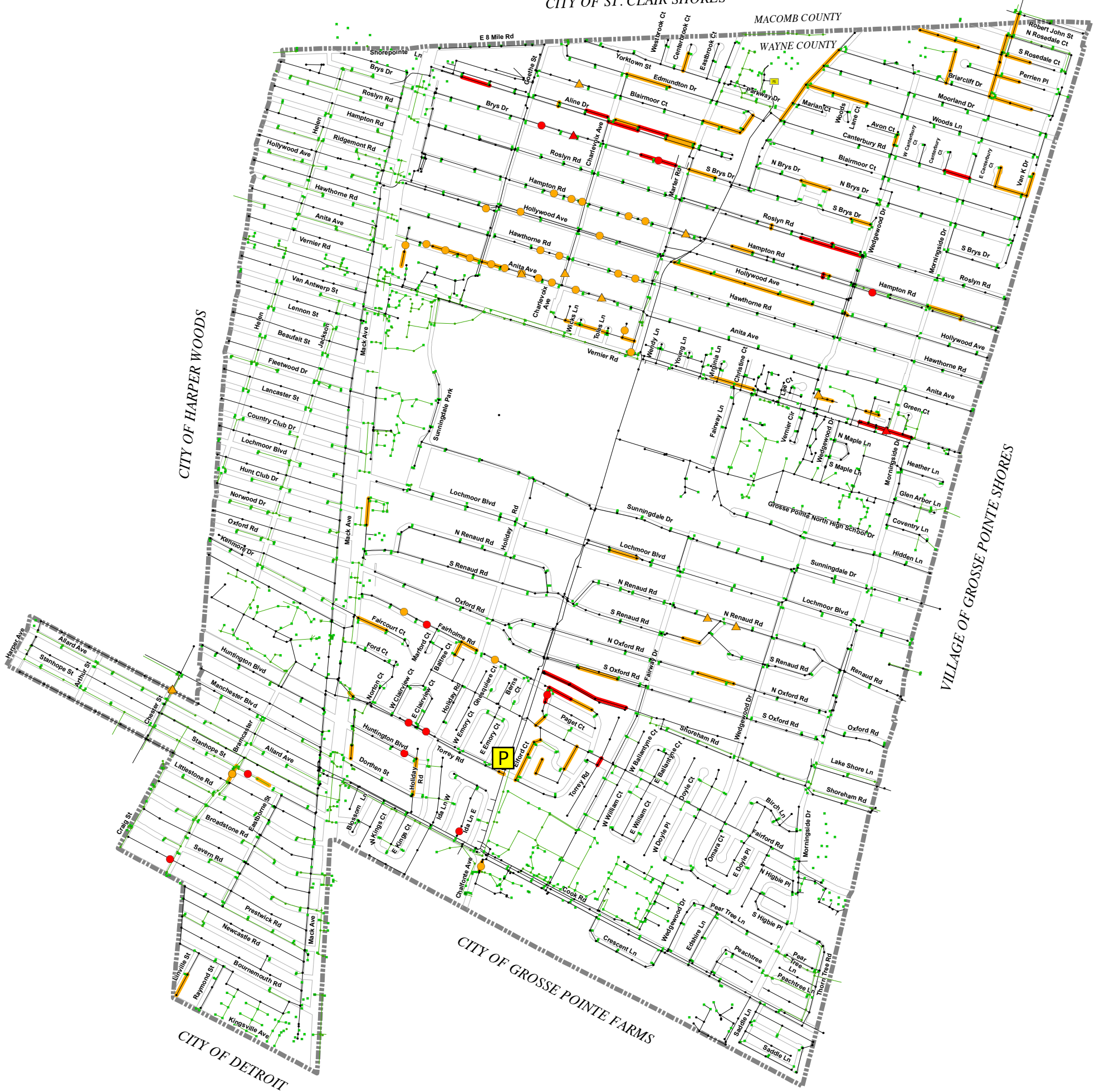
WAYNE COUNTY

CITY OF HARPER WOODS

VILLAGE OF GROSSE POINTE SHORES

CITY OF GROSSE POINTE FARMS

CITY OF DETROIT



FCIPP Repair Locations

- CRITICAL
- HIGH

SCIPP Repair Locations

- CRITICAL
- HIGH

Open Cut Repair Locations

- CRITICAL
- HIGH

Sewers

- Combined/Sanitary Sewer
- Storm Sewer

Sewer Structures

- PS Pump Station
- Combined/Sanitary Manhole
- Storm Manhole
- Catch Basin
- P** TORREY RD PUMP STATION

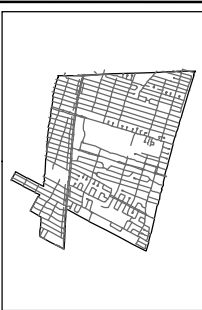
ANDERSON, ECKSTEIN AND WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 5330 Schoenherr Rd
 Shelby Township Michigan 48315
 Phone: 586.726.1234 Fax: 586.726.8786
 www.aewi.com

DATE PRINTED: March 30, 2023	DATE CREATED: March 30, 2023
SCALE: NTS	MAP DOCUMENT: Over all Rehab.mxd
PROJECT NO: 0160-0462	CREATED BY: JMM CHECKED BY: JEM

CITY OF GROSSE POINTE WOODS
 URBAN MAGNA PULCHRITUDINIS
 CORPORATE SEAL

City of Grosse Pointe Woods

Proposed CWSRF Project Locations



REFERENCE SHEET NUMBER INDEX	PAGE NAME INDEX
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Appendix B
SEMCOG Community Profile

Community Profiles

YOU ARE VIEWING DATA FOR:

City of Grosse Pointe Woods

20025 Mack Plaza Dr
Grosse Pointe Woods,
MI 48236-2343
<http://www.gpwmi.us>



Census 2020 Population:
16,487
Area: 3.3 square miles

[VIEW COMMUNITY EXPLORER MAP](#)

[VIEW 2020 CENSUS MAP](#)

Economy & Jobs

Link to American Community Survey (ACS) Profiles: **Select a Year** **Economic**

Forecasted Jobs



Source: **SEMCOG 2045 Regional Development Forecast**

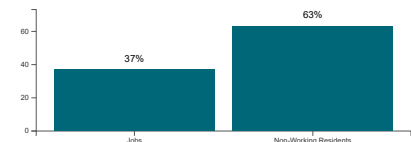
Forecasted Jobs by Industry Sector

Forecasted Jobs By Industry Sector	2015	2020	2025	2030	2035	2040	2045	Change 2015-2045	Pct Change 2015-2045
Natural Resources, Mining, & Construction	240	236	225	228	231	229	230	-10	-4.2%
Manufacturing	62	55	46	40	38	35	31	-31	-50%
Wholesale Trade	124	128	124	125	119	127	128	4	3.2%
Retail Trade	525	503	488	472	441	428	417	-108	-20.6%
Transportation, Warehousing, & Utilities	44	47	42	41	41	40	40	-4	-9.1%
Information & Financial Activities	871	836	782	764	760	765	758	-113	-13%
Professional and Technical Services & Corporate HQ	477	496	493	490	499	521	544	67	14%
Administrative, Support, & Waste Services	684	697	699	710	731	752	767	83	12.1%
Education Services	744	742	730	729	737	744	758	14	1.9%
Healthcare Services	1,068	1,115	1,152	1,170	1,212	1,270	1,323	255	23.9%
Leisure & Hospitality	687	707	708	712	724	736	749	62	9%
Other Services	586	599	591	586	588	588	582	-4	-0.7%
Public Administration	119	121	121	121	121	121	122	3	2.5%
Total Employment Numbers	6,231	6,282	6,201	6,188	6,242	6,356	6,449	218	3.5%

Source: SEMCOG 2045 Regional Development Forecast

Daytime Population

Daytime Population	ACS 2016
Jobs	4,634
Non-Working Residents	7,950
Age 15 and under	2,947
Not in labor force	4,519
Unemployed	484
Daytime Population	12,584



Source: 2012-2016 American Community Survey 5-Year Estimates and 2012-2016 Census Transportation Planning Products Program (CTPP). For additional information, visit SEMCOG's [Interactive Commuting Patterns Map](#)

Note: The number of residents attending school outside Southeast Michigan is not available. Likewise, the number of students commuting into Southeast Michigan to attend school is also not known.

Where Workers Commute From 2016

Rank	Where Workers Commute From *	Workers	Percent
1	Grosse Pointe Woods	1,127	24.3%
2	Detroit	745	16.1%
3	St. Clair Shores	497	10.7%
4	Warren	209	4.5%
5	Clinton Twp	179	3.9%
6	Grosse Pointe Park	176	3.8%
7	Harper Woods	153	3.3%
8	Macomb Twp	151	3.3%
9	Grosse Pointe Farms	112	2.4%
10	Grosse Pointe	85	1.8%
-	Elsewhere	1,200	25.9%
* Workers, age 16 and over employed in Grosse Pointe Woods		4,634	100%

Source: **U.S. Census Bureau** - 2012-2016 CTPP/ACS Commuting Data and **Commuting Patterns in Southeast Michigan**

Where Residents Work 2016

Rank	Where Residents Work *	Workers	Percent
1	Detroit	1,660	19.8%
2	Grosse Pointe Woods	1,127	13.5%
3	St. Clair Shores	578	6.9%
4	Warren	530	6.3%
5	Troy	402	4.8%
6	Southfield	360	4.3%
7	Grosse Pointe	328	3.9%
8	Clinton Twp	283	3.4%
9	Grosse Pointe Farms	243	2.9%
10	Sterling Heights	193	2.3%
-	Elsewhere	2,669	31.9%
* Workers, age 16 and over residing in Grosse Pointe Woods		8,373	100%

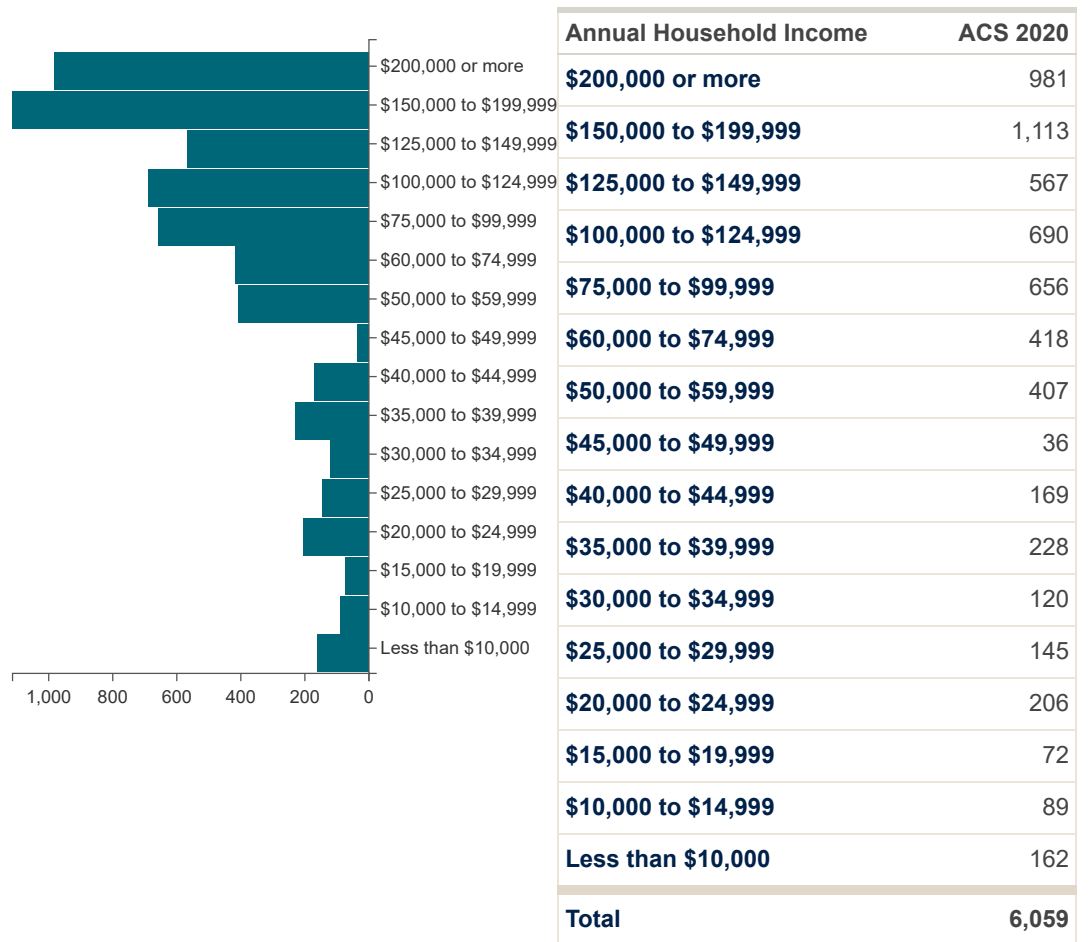
Source: **U.S. Census Bureau** - 2012-2016 CTPP/ACS Commuting Data and **Commuting Patterns in Southeast Michigan**

Household Income

Income (in 2020 dollars)	ACS 2010	ACS 2020	Change 2010-2020	Percent Change 2010-2020
Median Household Income	\$102,057	\$111,392	\$9,335	9.1%
Per Capita Income	\$48,206	\$50,172	\$1,966	4.1%

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates

Annual Household Income



Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates

Poverty

Poverty	ACS 2010	% of Total (2010)	ACS 2020	% of Total (2020)	% Point Chg 2010-2020
Persons in Poverty	606	3.7%	634	4.1%	0.4%
Households in Poverty	307	4.8%	328	5.4%	0.6%

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates

Housing

Link to American Community Survey (ACS) Profiles: **Select a Year** **Housing**

Building Permits 2000 - 2023

Year	Single Family	Two Family	Attach Condo	Multi Family	Total Units	Total Demos	Net Total
2000	3	0	0	0	3	1	2
2001	2	0	0	0	2	1	1
2002	2	0	0	0	2	1	1
2003	0	0	0	0	0	0	0
2004	2	0	0	0	2	0	2
2005	3	0	0	38	41	1	40
2006	3	0	0	0	3	1	2
2007	2	0	0	0	2	1	1
2008	1	0	0	0	1	0	1
2009	0	0	0	0	0	1	-1
2010	0	0	0	0	0	1	-1
2011	0	0	0	0	0	0	0
2012	0	0	26	0	26	1	25
2013	0	0	14	0	14	1	13
2014	4	0	0	0	4	1	3
2015	1	0	0	5	6	1	5
2016	2	0	0	0	2	1	1
2017	0	0	0	0	0	0	0
2018	2	0	0	0	2	1	1
2019	0	0	0	0	0	0	0
2020	0	0	0	0	0	0	0
2021	0	0	0	0	0	1	-1
2022	1	0	0	0	1	0	1
2023	0	0	0	0	0	0	0
2000 to 2023 totals	28	0	40	43	111	15	96

Source: **SEMCOG Development**

Note: Permit data for most recent years may be incomplete and is updated monthly.

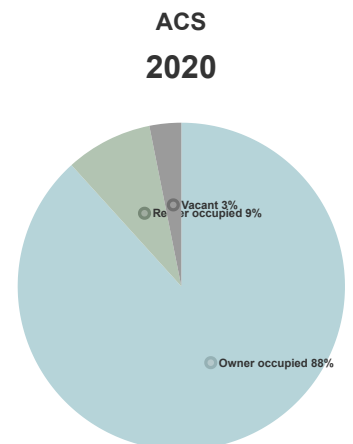
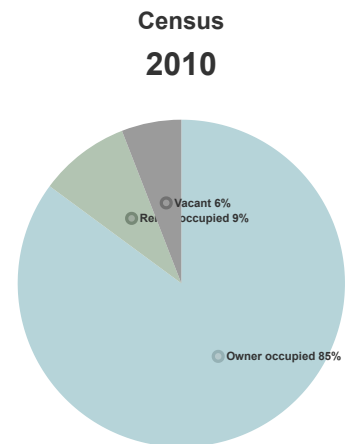
Housing Types

Housing Type	ACS 2010	ACS 2020	Change 2010-2020	New Units Permitted Since 2019
Single Unit	6,359	5,911	-448	1
Multi-Unit	213	321	108	0
Mobile Homes or Other	9	23	14	0
Total	6,581	6,255	-326	1
Units Demolished				-1
Net (Total Permitted Units - Units Demolished)				0

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates, SEMCOG Development

Housing Tenure

Housing Tenure	Census 2010	ACS 2020	Change 2010-2020
Owner occupied	5,804	5,522	-282
Renter occupied	612	537	-75
Vacant	403	196	-207
Seasonal/migrant	28	28	0
Other vacant units	375	168	-207
Total Housing Units	6,819	6,255	-564



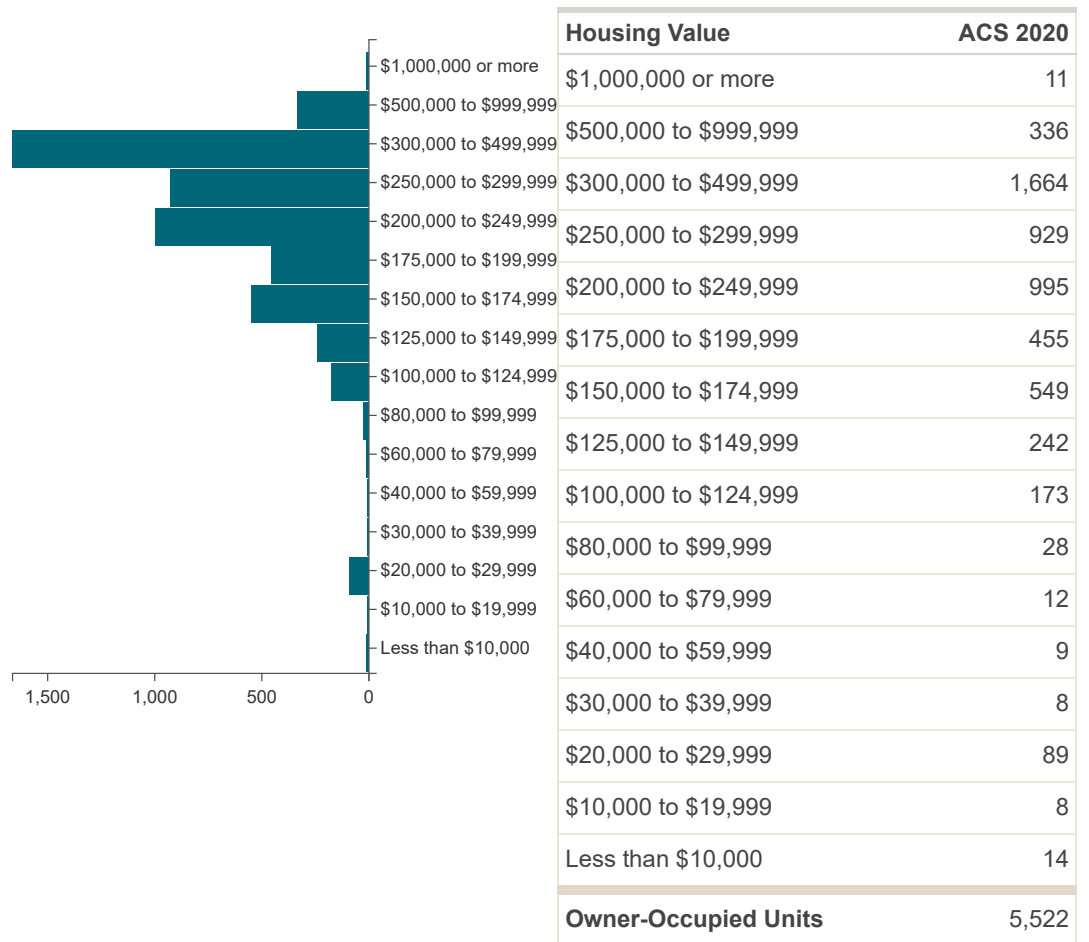
Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates

Housing Value and Rent

Housing Value (in 2020 dollars)	ACS 2010	ACS 2020	Change 2010-2020	Percent Change 2010-2020
Median housing value	\$297,340	\$259,600	-\$37,740	-12.7%
Median gross rent	\$1,449	\$1,485	\$36	2.5%

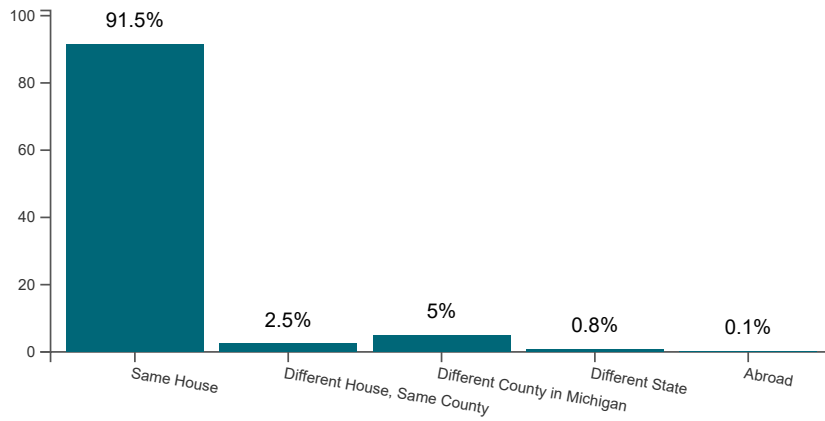
Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates

Housing Value



Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates

Residence One Year Ago *



* This table represents persons, age 1 and over, living in City of Grosse Pointe Woods from 2016-2020. The table does not represent person who moved out of City of Grosse Pointe Woods from 2016-2020.

Source: **U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates**

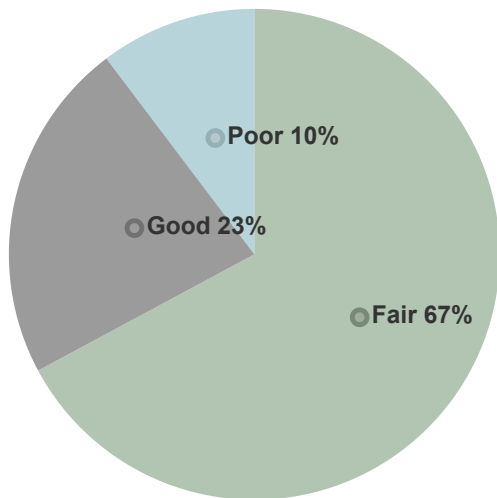
Transportation

Miles of public road (including boundary roads): 61

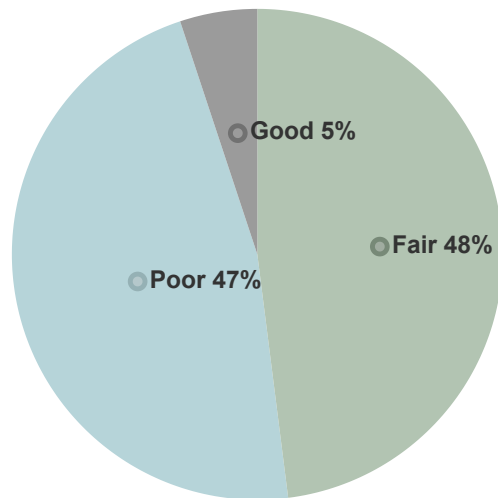
Source: **Michigan Geographic Framework**

Pavement Condition (in Lane Miles)

Past Pavement Conditions
2007



Current Pavement Conditions
2020 - 2021



Note: Poor pavements are generally in need of rehabilitation or full reconstruction to return to good condition. Fair pavements are in need of capital preventive maintenance to avoid deteriorating to the poor classification. Good pavements generally receive only routine maintenance, such as street sweeping and snow removal, until they deteriorate to the fair condition.

Source: SEMCOG

Bridge Status

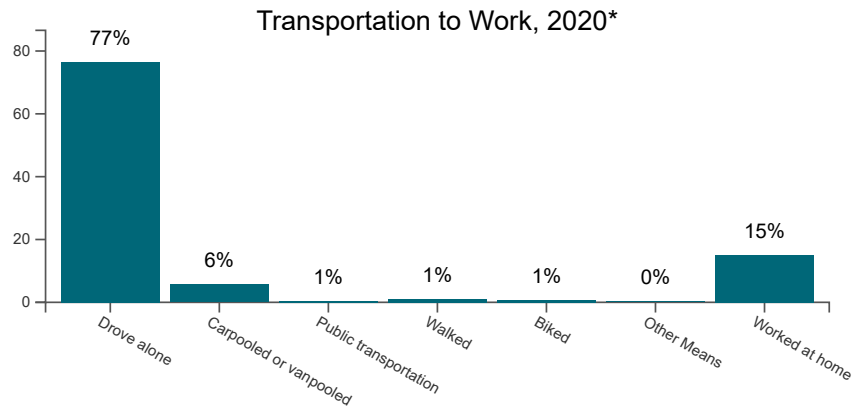
Bridge Status	Percent Point Chg 2008-2010
Open	-
Open with Restrictions	-
Closed*	-
Total Bridges	0.0%
Deficient Bridges	-

* Bridges may be closed because of new construction or failed condition.

Note: A bridge is considered deficient if it is structurally deficient (in poor shape and unable to carry the load for which it was designed) or functionally obsolete (in good physical condition but unable to support current or future demands, for example, being too narrow to accommodate truck traffic).

Source: Michigan Structure Inventory and Appraisal Database

Detailed Intersection & Road Data



* Resident workers age 16 and over

Transportation to Work

Transportation to Work	ACS 2010	% of Total (ACS 2010)	ACS 2020	% of Total (ACS 2020)	% Point Chg 2010-2020
Drove alone	7,087	89.1%	5,841	76.6%	-12.5%
Carpooled or vanpooled	304	3.8%	435	5.7%	1.9%
Public transportation	5	0.1%	40	0.5%	0.4%
Walked	85	1.1%	82	1.1%	0%
Biked	55	0.7%	64	0.8%	0.1%
Other Means	93	1.2%	22	0.3%	-0.9%
Worked at home	323	4.1%	1,143	15%	10.9%
Resident workers age 16 and over	7,952	100.0%	7,627	100.0%	0.0%

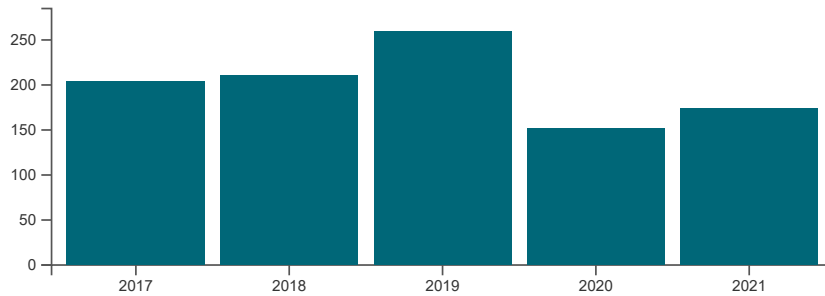
Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates

Mean Travel Time to Work

Mean Travel Time To Work	ACS 2010	ACS 2020	Change 2010-2020
For residents age 16 and over who worked outside the home	23.9 minutes	21.6 minutes	-2.3 minutes

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates

Crashes, 2017-2021



Source: Michigan Department of State Police with the Criminal Justice Information Center and SEMCOG

Note: Crash data shown is for the entire city.

Crash Severity

Crash Severity	2017	2018	2019	2020	2021	Percent of Crashes 2017 - 2021
<u>Fatal</u>	0	1	0	0	0	0.1%
<u>Serious Injury</u>	3	1	3	1	2	1%
<u>Other Injury</u>	27	35	40	20	23	14.5%
<u>Property Damage Only</u>	174	174	216	131	149	84.4%
<u>Total Crashes</u>	204	211	259	152	174	100%

Crashes by Type

Crashes by Type	2017	2018	2019	2020	2021	Percent of Crashes 2017 - 2021
<u>Head-on</u>	3	1	1	2	1	0.8%
<u>Angle or Head-on/Left-turn</u>	46	54	69	32	51	25.2%
<u>Rear-End</u>	44	55	54	38	42	23.3%
<u>Sideswipe</u>	33	40	57	30	32	19.2%
<u>Single Vehicle</u>	15	15	18	13	12	7.3%
<u>Backing</u>	26	27	30	16	15	11.4%
<u>Other or Unknown</u>	37	19	30	21	21	12.8%

Crashes by Involvement

Crashes by Involvement	2017	2018	2019	2020	2021	Percent of Crashes 2017 - 2021
<u>Red-light Running</u>	3	2	2	1	3	1.1%
<u>Lane Departure</u>	38	31	33	31	37	17%
<u>Alcohol</u>	3	7	7	1	6	2.4%
<u>Drugs</u>	4	0	1	1	4	1%
<u>Deer</u>	0	0	1	0	0	0.1%
<u>Train</u>	0	0	0	0	0	0%
<u>Commercial Truck/Bus</u>	4	11	13	3	13	4.4%
<u>School Bus</u>	0	0	0	0	1	0.1%
<u>Emergency Vehicle</u>	3	0	1	2	1	0.7%
<u>Motorcycle</u>	0	0	0	1	0	0.1%
<u>Intersection</u>	54	56	96	40	48	29.4%
<u>Work Zone</u>	1	2	1	1	0	0.5%
<u>Pedestrian</u>	2	2	3	1	2	1%
<u>Bicyclist</u>	9	5	4	1	2	2.1%
<u>Distracted Driver</u>	19	14	18	8	13	7.2%
<u>Older Driver (65 and older)</u>	70	50	77	47	46	29%
<u>Young Driver (16 to 24)</u>	55	57	67	32	47	25.8%
<u>Secondary</u>	1	1	0	1	0	0.3%

High Frequency Intersection Crash Rankings

Local Rank	County Rank	Region Rank	Intersection	Jurisdiction	Annual Avg 2017-2021
1	1347	3,203	Mack Ave @ Vernier Rd	County/City	5.6
2	1479	3,516	Mack Ave @ Vernier Rd	County/City	5.2
3	1832	4,283	Mack Ave @ Lancaster Ave	County	4.4
4	1934	4,518	Mack Ave @ Vernier Rd	County/City	4.2
5	2189	5,059	Harper Ave N @ Allard Ave	City	3.8
6	2189	5,059	Mack Ave @ Littlestone Rd	County	3.8
7	2332	5,352	Mack Ave @ Lancaster Ave	County	3.6
8	2706	6,113	Vernier Rd @ Marter Rd	City	3.2
9	2706	6,113	Mack Ave @ Lochmoor Blvd	County	3.2
10	2883	6,551	Vernier Rd @ Morningside Dr	City	3

Note: Intersections are ranked by the number of reported crashes, which does not take into account traffic volume. Crashes reported occurred within 150 feet of the intersection.

Source: **Michigan Department of State Police with the Criminal Justice Information Center** and **SEMCOG**

High Frequency Road Segment Crash Rankings

Local Rank	County Rank	Region Rank	Segment	From Road - To Road	Jurisdiction	Annual Avg 2017-2021
1	220	786	Mack Ave	Cook Rd - Vernier Rd	County	23
2	268	959	Mack Ave	Cook Rd - Vernier Rd	County	21
3	633	1,911	Mack Ave	Moross Rd - Cook Rd	County	14.6
4	956	2,767	Harper Ave N	E I 94/Allard Ramp - E I 94/M 102 Ramp	City	11.2
5	1072	3,025	Vernier Rd	Harper Ave N - Mack Ave	City	10.4
6	1355	3,796	Mack Ave	Moross Rd - Cook Rd	County	8.6
7	1355	3,796	Vernier Rd	Marter Rd - Morningside Dr	City	8.6
8	1676	4,585	Mack Ave	Vernier Rd - Mack Ave	County	7.2
9	1728	4,709	Marter Rd	Marter Rd - Jefferson Ave	City	7
10	1889	5,135	Mack Ave	Vernier Rd - Mack Ave	County	6.4

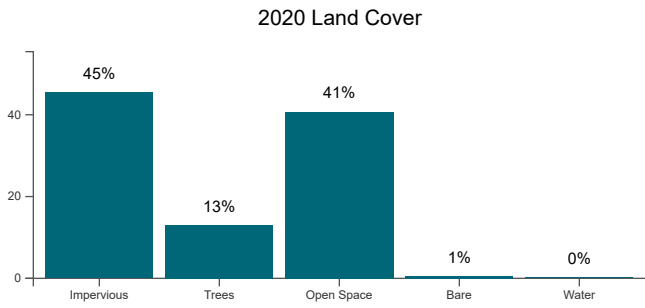
Note: Segments are ranked by the number of reported crashes, which does not take into account traffic volume.

Environment

2020 Land Use

Parcel Land Use	Acres 2015	Acres 2020	Change 2015-2020	Pct Change 2015-2020
Single-Family Residential	1,199.7	1,200.7	1	0.1%
Attached Condo Housing	15.9	9.2	-6.7	-41.9%
Multi-Family Housing	2.1	2.1	0	0%
Mobile Home	0	0	0	0%
Agricultural/Rural Residential	0	0	0	0%
Mixed Use	0	0	0	0%
Retail	12.8	13.9	1.2	9.2%
Office	19.4	17.6	-1.8	-9.3%
Hospitality	3.2	3.3	0.1	1.9%
Medical	15.2	15.9	0.7	4.5%
Institutional	146.7	137	-9.7	-6.6%
Industrial	0.4	0.4	0	0%
Recreational/Open Space	69.2	69.2	0	0%
Cemetery	0	0	0	0%
Golf Course	128.7	128.7	0	0%
Parking	12	12	0	0%
Extractive	0	0	0	0%
TCU	0	0	0	0%
Vacant	19.1	34.4	15.3	80%
Water	0.9	0.9	0	0%
Not Parceled	445.1	445	-0.1	0%
Total	2,090.3	2,090.3	0	0%

1. **Agricultural / Rural Res** includes any residential parcel containing 1 or more homes where the parcel is 3 acres or larger.
2. **Mixed Use** includes those parcels containing buildings with Hospitality, Retail, or Office square footage and housing units.
3. **Not Parceled** includes all areas within a community that are not covered by a parcel legal description.
4. Parcels that do not have a structure assigned to the parcel are considered vacant unless otherwise indicated, even if the parcel is part of a larger development such as a factory, school, or other developed series of lots.



Type	Description	Acres	Percent
Impervious	buildings, roads, driveways, parking lots	942.4	45.4%
Trees	woody vegetation, trees	270.6	13%
Open Space	agricultural fields, grasslands, turfgrass	845.1	40.7%
Bare	soil, aggregate piles, unplanted fields	12.4	0.6%
Water	rivers, lakes, drains, ponds	3.9	0.2%
Total Acres		2,074.3	

SEMCOG 2022 Tree Canopy

Type	Acres	Percent
Tree Canopy	698	33.7%

Tree canopy is the layer of tree leaves, needles, branches, and stems that provide tree coverage of the ground, viewed from an aerial perspective.

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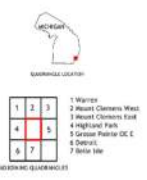
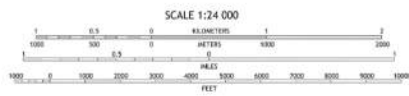
Appendix C

USGS Topographic Map



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84). Projection and
1:800 contour and elevation. Traverse accuracy: Zone 17T
This map is not a legal document. Boundaries may be
generated for this map scale. Private lands and government
reservations may not be shown. Obtain permission before
entering private land.

Legend:
 Imagery: NADP August 2016 - October 2016
 Roads: U.S. Census Bureau, 2016
 Names: CNTR, 1980-2016
 Hydrography: National Hydrography Dataset, 2006-2010
 Contours: National Elevation Dataset, 2010-2016
 Boundaries: Master source, see metadata for 2010-2016
 Public Land Survey System: BLM, 2016
 Wetlands: FWS National Wetlands Inventory, 2000

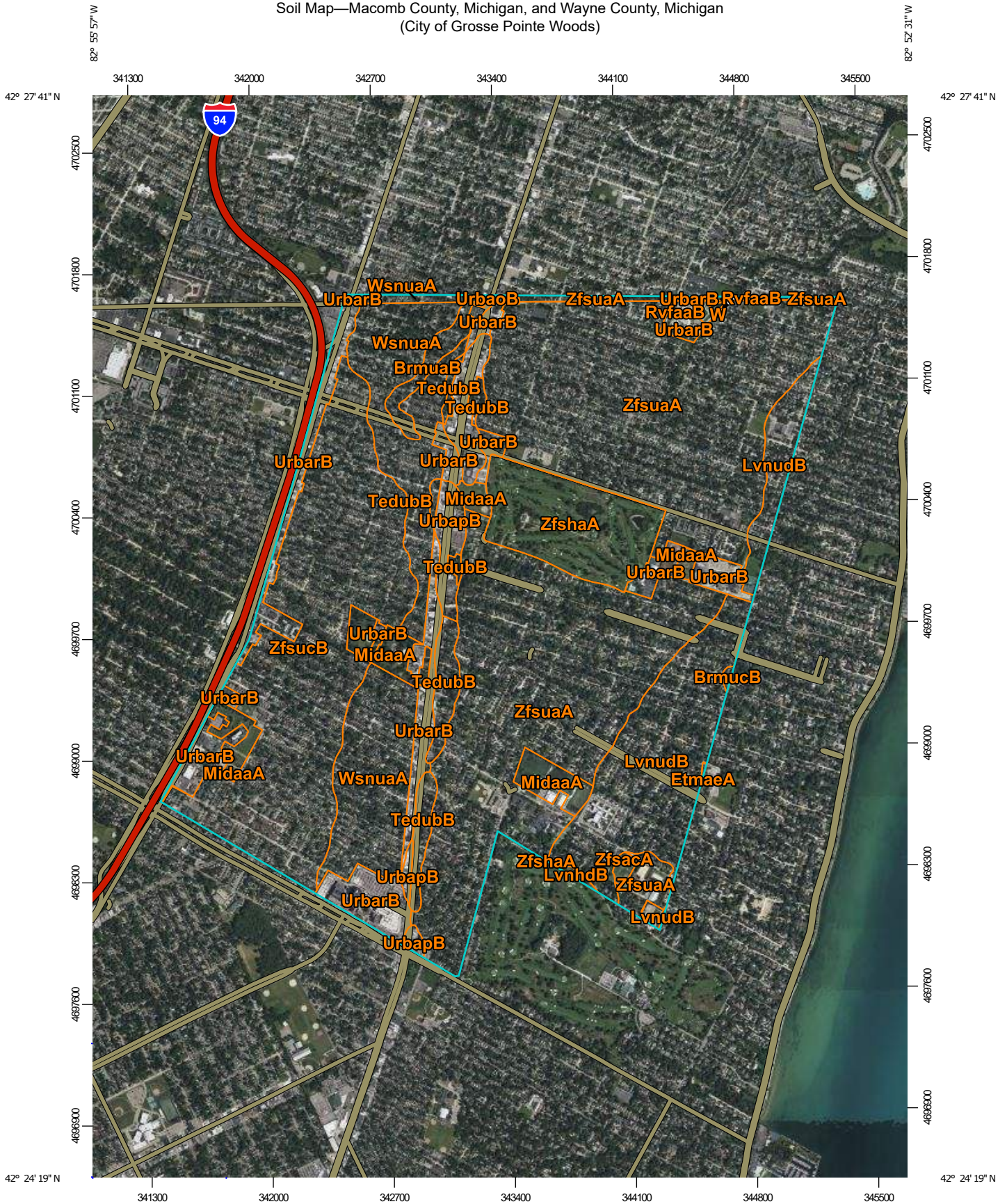


COPYRIGHT INTERVAL, 5 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988
This map was produced in conformity with the
National Geospatial Program US Topo Product Standard, 2011.
A metadata file associated with this product is draft version 6.5.13

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Appendix D
NRCS Soils Map

Soil Map—Macomb County, Michigan, and Wayne County, Michigan
(City of Grosse Pointe Woods)



Map Scale: 1:30,300 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

3/28/2023
Page 1 of 4

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at scales ranging from 1:12,000 to 1:20,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Macomb County, Michigan

Survey Area Data: Version 19, Aug 29, 2022

Soil Survey Area: Wayne County, Michigan

Survey Area Data: Version 8, Aug 29, 2022

Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil properties, and interpretations that do not completely agree across soil survey area boundaries.

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 5, 2020—Aug 12, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BrmuaB	Brems-Urban land complex, 0 to 4 percent slopes	0.5	0.0%
RvfaaB	Riverfront sandy loam, 0 to 4 percent slopes	0.6	0.0%
UrbaoB	Urban land-Fortress family complex, 0 to 4 percent slopes	1.0	0.0%
UrbarB	Urban land-Riverfront complex, dense substratum, 0 to 4 percent slopes	3.6	0.1%
W	Water	0.2	0.0%
WsnuA	Wauseon-Urban land complex, 0 to 2 percent slopes	7.2	0.3%
ZfsuaA	Ziegenfuss-Urban land complex, 0 to 2 percent slopes	10.2	0.4%
Subtotals for Soil Survey Area		23.2	0.9%
Totals for Area of Interest		2,460.3	100.0%

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BrmuaB	Brems-Urban land complex, 0 to 4 percent slopes	21.4	0.9%
BrmucB	Brems-Urban land complex, loamy substratum, 0 to 4 percent slopes	1.3	0.1%
EtnaeA	Anthroportic Udorthents, dense substratum, 0 to 2 percent slopes	0.4	0.0%
LvnhdB	Livonia-Freesoil sandy loams, dense substratum, 0 to 4 percent slopes	2.1	0.1%
LvnudB	Livonia-Urban land-Freesoil complex, dense substratum, 0 to 4 percent slopes	242.2	9.8%
MidaaA	Midtown gravelly-artifactual sandy loam, 0 to 2 percent slopes	75.4	3.1%
RvfaaB	Riverfront sandy loam, 0 to 4 percent slopes	2.8	0.1%
TedubB	Tedrow-Urban land complex, dense substratum, 0 to 4 percent slopes	51.4	2.1%
UrbaoB	Urban land-Fortress family complex, 0 to 4 percent slopes	2.1	0.1%

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
UrbapB	Urban land-Fortress family complex, dense substratum, 0 to 4 percent slopes	58.5	2.4%
UrbarB	Urban land-Riverfront complex, dense substratum, 0 to 4 percent slopes	185.1	7.5%
W	Water	0.8	0.0%
WsuaA	Wauseon-Urban land complex, 0 to 2 percent slopes	253.9	10.3%
ZfsacA	Ziegenfuss clay loam, 0 to 1 percent slopes	4.2	0.2%
ZfshaA	Ziegenfuss sandy loam, 0 to 2 percent slopes	121.7	4.9%
ZfsuaA	Ziegenfuss-Urban land complex, 0 to 2 percent slopes	995.1	40.4%
ZfsucB	Ziegenfuss-Urban land-Blount complex, 0 to 4 percent slopes	418.6	17.0%
Subtotals for Soil Survey Area		2,437.1	99.1%
Totals for Area of Interest		2,460.3	100.0%

Appendix E

Preliminary Construction Cost Estimates



ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS - SURVEYORS - ARCHITECTS
 Shelby Township - Roseville - Lironia
 586.726.1234 | www.aewinc.com

PRELIMINARY ESTIMATE
Torrey Road Pump Station Improvements
 AEW PROJECT NO. 0160-0462

PROJECT NAME: TRPS Improvements

OWNER: City of Grosse Pointe Woods

PREPARED BY: Ross Wilberding

DATE: 3/29/2023

WORK ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1. Bonds, Insurance, Mobilization (5%)	1	LSUM	\$114,000.00	\$114,000.00
2. Fence, chain-link, vinyl	112	Ft	\$19.50	\$2,184.00
3. Gate, chain-link, sliding	1	Ea	\$3,575.00	\$3,575.00
4. Gate, man	1	Ea	\$650.00	\$650.00
5. Generator, pad	144	Sft	\$26.00	\$3,744.00
6. Generator, enclosure	48	Ft	\$331.50	\$15,912.00
7. Generator, gate	1	Ea	\$3,900.00	\$3,900.00
8. Landscaping	1	Ea	\$3,900.00	\$3,900.00
9. Sprinkler System	1	Ea	\$6,500.00	\$6,500.00
10. Roof, EPDM	1,450	Sft	\$32.50	\$47,125.00
11. Doors, Rear, Man	2	Ea	\$3,250.00	\$6,500.00
12. Doors, Main Repair	1	Ea	\$1,560.00	\$1,560.00
13. Windows, Front	2	Ea	\$1,560.00	\$3,120.00
14. Roof Access ladder	1	Ea	\$4,550.00	\$4,550.00
15. Power Washing, Brick	1	Ea	\$2,600.00	\$2,600.00
16. Tuckpointing Brick	1	Ea	\$4,160.00	\$4,160.00
17. Epoxy Floor, Ground Level Only	1,450	Sft	\$13.00	\$18,850.00
18. Epoxy Floor, Sub Levels	1,632	Sft	\$13.00	\$21,216.00
19. Lighting, LED	3,082	Sft	\$26.00	\$80,132.00
20. HVAC	1,450	Sft	\$31.20	\$45,240.00
21. Security System	1	Ea	\$7,800.00	\$7,800.00
22. Generator	1	Ea	\$455,000.00	\$455,000.00
23. Medium Voltage Automatic Transfer Switch	1	Ea	\$110,500.00	\$110,500.00
24. Transformer	1	Ea	\$97,500.00	\$97,500.00
25. Switchgear Modifications	1	Ea	\$19,500.00	\$19,500.00
26. Conduit and Wiring	1	LSUM	\$4,550.00	\$4,550.00
27. Replace 36"x48" Sluice Gates	3	Ea	\$65,000.00	\$195,000.00
28. Replace Hydraulic Cylinder	1	Ea	\$26,000.00	\$26,000.00
29. Reanchor Hoist	1	Ea	\$15,600.00	\$15,600.00
30. Refurbish Motor Starters	3	Ea	\$260,000.00	\$780,000.00
31. Allowance for DTE replacement of Udg. Service	1	LSUM	\$195,000.00	\$195,000.00
32. SCADA Incorporation	1	LSUM	\$39,000.00	\$39,000.00
33. Relocate Sanitary Pump Starter	2	Ea	\$26,000.00	\$52,000.00
			Construction Total	\$2,386,868.00
Contingency (15%)				\$358,030.20
Engineering Fees (20%)				\$477,373.60
			Grand Total	\$3,222,271.80

**ANDERSON, ECKSTEIN & WESTRICK, INC.**

51301 Schoenherr Road
 Shelby Township, MI 48315
 Phone: 586-726-1234
 Fax No: 586-726-8780

PRELIMINARY ESTIMATE**Sewer Rehab. By Open Cut Repairs and CIPP Lining**

AEW PROJECT NO. 0160-0462

Page 1 of 3

PROJECT: CWSRF - Sewer Rehabilitation by Full Length CIPP Lining

OWNER: Grosse Pointe Woods

PREPARED BY: Pat Marcus
DATE: 3/29/2022

CHECKED BY: Frank Varicalli
DATE: 3/29/2022

WORK ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
_Audio Visual Record of Construction Influence Area	1	LS	\$7,000.00	7,000.00
_Sewer, Pre-Construction, Clean and CCTV, 8 inch	1,425	FT	\$2.80	3,990.00
_Sewer, Pre-Construction, Clean and CCTV, 10 inch	1,125	FT	\$2.80	3,150.00
_Sewer, Pre-Construction, Clean and CCTV, 12 inch	5,950	FT	\$2.80	16,660.00
_Sewer, Pre-Construction, Clean and CCTV, 15 inch	5,775	FT	\$4.20	24,255.00
_Sewer, Pre-Construction, Clean and CCTV, 18 inch	5,025	FT	\$4.20	21,105.00
_Sewer, Pre-Construction, Clean and CCTV, 21 inch	1,550	FT	\$4.20	6,510.00
_Sewer, Pre-Construction, Clean and CCTV, 24 inch	975	FT	\$5.60	5,460.00
_Sewer, Pre-Construction, Clean and CCTV, 27 inch	325	FT	\$5.60	1,820.00
_Sewer, Pre-Construction, Clean and CCTV, 30 inch	1,575	FT	\$5.60	8,820.00
_Sewer, Pre-Construction, Clean and CCTV, 36 inch	500	FT	\$5.60	2,800.00
_Sewer, Pre-Construction, Clean and CCTV, 42 inch	2,675	FT	\$7.00	18,725.00
_Sewer, CIPP, 8 inch, Full Length	1,425	FT	\$63.00	89,775.00
_Sewer, CIPP, 10 inch, Full Length	1,125	FT	\$70.00	78,750.00
_Sewer, CIPP, 12 inch, Full Length	5,950	FT	\$77.00	458,150.00
_Sewer, CIPP, 15 inch, Full Length	5,775	FT	\$84.00	485,100.00
_Sewer, CIPP, 18 inch, Full Length	5,025	FT	\$105.00	527,625.00
_Sewer, CIPP, 21 inch, Full Length	1,550	FT	\$126.00	195,300.00
_Sewer, CIPP, 24 inch, Full Length	975	FT	\$140.00	136,500.00
_Sewer, CIPP, 27 inch, Full Length	325	FT	\$175.00	56,875.00
_Sewer, CIPP, 30 inch, Full Length	1,575	FT	\$210.00	330,750.00
_Sewer, CIPP, 36 inch, Full Length	500	FT	\$245.00	122,500.00
_Sewer, CIPP, 42 inch, Full Length	2,675	FT	\$280.00	749,000.00
_Sewer, Post-Construction, CCTV, 8 inch	1,425	FT	\$1.40	1,995.00
_Sewer, Post-Construction, CCTV, 10 inch	1,125	FT	\$1.40	1,575.00
_Sewer, Post-Construction, CCTV, 12 inch	5,950	FT	\$1.40	8,330.00
_Sewer, Post-Construction, CCTV, 15 inch	5,775	FT	\$2.10	12,127.50
_Sewer, Post-Construction, CCTV, 18 inch	5,025	FT	\$2.10	10,552.50
_Sewer, Post-Construction, CCTV, 21 inch	1,550	FT	\$2.10	3,255.00
_Sewer, Post-Construction, CCTV, 24 inch	975	FT	\$2.80	2,730.00
_Sewer, Post-Construction, CCTV, 27 inch	325	FT	\$2.80	910.00
_Sewer, Post-Construction, CCTV, 30 inch	1,575	FT	\$2.80	4,410.00
_Sewer, Post-Construction, CCTV, 36 inch	500	FT	\$2.80	1,400.00
_Sewer, Post-Construction, CCTV, 42 inch	2,675	FT	\$4.20	11,235.00
_Lateral, Preparation	50	EA	\$280.00	14,000.00
_Lateral, Reinstate	549	EA	\$175.00	96,075.00
_Cutting Service Lead Protrusions	19	EA	\$175.00	3,325.00
_Mineral Deposit, Rem	100	EA	\$175.00	17,500.00
_Traffic Maintenance and Control	1	LS	\$35,000.00	35,000.00
_Deliverables	1	LS	\$3,500.00	3,500.00
			SUBTOTAL CONSTRUCTION COST (FCIPP)	\$3,578,540.00



ANDERSON, ECKSTEIN & WESTRICK, INC.
 51301 Schoenherr Road
 Shelby Township, MI 48315
 Phone: 586-726-1234
 Fax No: 586-726-8780

PRELIMINARY ESTIMATE

Sewer Rehab. By Open Cut Repairs and CIPP Lining
 AEW PROJECT NO. 0160-0462

Page 2 of 3

PROJECT: CWSRF - Sewer Rehabilitation by Sectional CIPP Lining

OWNER: Grosse Pointe Woods

PREPARED BY: Pat Marcus

DATE: 3/29/2022

CHECKED BY: Frank Varicalli

DATE: 3/29/2022

WORK ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Audio Visual Record of Construction Influence Area	1	LS	\$2,100.00	2,100.00
Sewer, Pre-Construction, Clean and CCTV, 12 inch	900	Ft	\$2.80	2,520.00
Sewer, Pre-Construction, Clean and CCTV, 15 inch	600	Ft	\$2.80	1,680.00
Sewer, Pre-Construction, Clean and CCTV, 18 inch	1,700	Ft	\$4.20	7,140.00
Sewer, Pre-Construction, Clean and CCTV, 21 inch	350	Ft	\$4.20	1,470.00
Sewer, Pre-Construction, Clean and CCTV, 24 inch	250	Ft	\$5.60	1,400.00
Sewer, CIPP, 12 inch, Sectional 3 feet	1	Ea	\$4,200.00	4,200.00
Sewer, CIPP, 12 inch, Sectional 10 feet	1	Ea	\$4,480.00	4,480.00
Sewer, CIPP, 12 inch, Sectional 15 feet	1	Ea	\$4,620.00	4,620.00
Sewer, CIPP, 15 inch, Sectional 6 feet	1	Ea	\$5,040.00	5,040.00
Sewer, CIPP, 18 inch, Sectional 6 feet	1	Ea	\$5,740.00	5,740.00
Sewer, CIPP, 18 inch, Sectional 10 feet	1	Ea	\$5,880.00	5,880.00
Sewer, CIPP, 18 inch, Sectional 20 feet	3	Ea	\$6,160.00	18,480.00
Sewer, CIPP, 21 inch, Sectional 10 feet	1	Ea	\$6,580.00	6,580.00
Sewer, CIPP, 24 inch, Sectional 3 feet	1	Ea	\$7,000.00	7,000.00
Sewer, Post-Construction, CCTV, 12 inch	150	Ft	\$1.40	210.00
Sewer, Post-Construction, CCTV, 15 inch	50	Ft	\$1.40	70.00
Sewer, Post-Construction, CCTV, 18 inch	300	Ft	\$1.40	420.00
Sewer, Post-Construction, CCTV, 21 inch	50	Ft	\$1.40	70.00
Sewer, Post-Construction, CCTV, 24 inch	50	Ft	\$1.40	70.00
Lateral, Preparation	1	Ea	\$420.00	420.00
Lateral, Reinstate	4	Ea	\$350.00	1,400.00
Cut Protruding Taps	1	Ea	\$210.00	210.00
Mineral Deposit, Rem	10	Ea	\$210.00	2,100.00
Traffic Control and Maintenance	1	LS	\$7,000.00	7,000.00
Deliverables	1	LS	\$1,400.00	1,400.00
			SUBTOTAL CONSTRUCTION COST (SCIPP)	\$91,700.00



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PRELIMINARY ESTIMATE
Sewer Rehab. By Open Cut Repairs and CIPP Lining
 AEW PROJECT NO. 0160-0462

Page 3 of 3

PROJECT: CWSRF - Sewer Rehabilitation by Open Cut Repairs
OWNER: Grosse Pointe Woods
PREPARED BY: Pat Marcus
DATE: 3/29/2022
CHECKED BY: Frank Varicalli
DATE: 3/29/2022

WORK ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
_Audio Visual Record of all Construction Influence Areas	1	LS	14,000.00	14,000.00
Sidewalk, Rem	265	Syd	16.80	4,452.00
_Driveway, Conc, Rem	80	Syd	30.80	2,464.00
Curb and Gutter, Rem	60	Ft	25.20	1,512.00
_Erosion Control, Inlet Protection, Drop-In Filter	18	Ea	210.00	3,780.00
_Maintenance Aggregate, 21AA	150	Cyd	70.00	10,500.00
_Sanitary Sewer, Post-Construction, CCTV, 06 inch - 12 inch	360	Ft	42.00	15,120.00
_Sanitary Sewer, Post-Construction, CCTV, 15 inch - 21 inch	460	Ft	42.00	19,320.00
_Sanitary Sewer, Pre-Construction, Clean and CCTV, 06 in - 12 in	2,500	Ft	47.60	119,000.00
_Sanitary Sewer, Pre-Construction, Clean and CCTV, 15 in - 21 in	1,525	Ft	47.60	72,590.00
_External Structure Wrap, 18 inch	1	Ea	770.00	770.00
Dr Structure Cover, Adj, Case 1, Modified	1	Ea	490.00	490.00
Dr Structure, Adj, Add Depth	2	Ft	420.00	840.00
_Dr Structure Frame and Cover, Sanitary Manhole	1	Ea	980.00	980.00
Cement	1	Ton	700.00	700.00
Pavt Repr, Nonreinf Conc, 8 inch	150	Syd	140.00	21,000.00
Pavt Repr, Rem	150	Syd	35.00	5,250.00
Curb and Gutter, Match Existing	60	Ft	91.00	5,460.00
Driveway, Nonreinf Conc, 6 inch	80	Syd	98.00	7,840.00
Sidewalk, Conc, 4 inch	2,100	Sft	18.20	38,220.00
Sidewalk, Conc, 6 inch	200	Sft	19.60	3,920.00
_ADA-Detectable Warning Surface	10	Ft	105.00	1,050.00
_Sidewalk Ramp, Conc, 8 inch	100	Sft	28.00	2,800.00
_Surface Restoration, Sodding	155	Syd	28.00	4,340.00
_Sanitary Lateral Repr, 6 dia	190	Ft	175.00	33,250.00
_Sanitary Sewer Repr, Remove and Replace 06-12 dia, 0'-12' Depth	75	Ft	1,050.00	78,750.00
_Sanitary Sewer Repr, Remove and Replace 15-21 dia, 0'-12' Depth	60	Ft	1,400.00	84,000.00
_Sanitary Sewer Repr, Remove and Replace 15-21 dia, 12'-24' Depth	20	Ft	1,680.00	33,600.00
_Sanitary Lateral, Open Cut Repair Investigation	2	Ea	560.00	1,120.00
_Sanitary Lateral, Reconnect	19	Ea	4,200.00	79,800.00
_Sanitary Sewer Repr, Install Straight Tee, 06-12 x 6 dia SDR 26	8	Ea	2,520.00	20,160.00
_Sanitary Sewer Repr, Install Straight Tee, 15-21 x 6 dia SDR 26	11	Ea	5,320.00	58,520.00
_Traffic Maintenance and Control	1	LS	35,000.00	35,000.00
Project Cleanup	1	LS	21,000.00	21,000.00
_Deliverables	1	LS	3,500.00	3,500.00
			SUBTOTAL CONSTRUCTION COST (OCR)	\$805,098.00
			SUBTOTAL CONSTRUCTION COST (FCIPP)	\$3,578,540.00
			SUBTOTAL CONSTRUCTION COST (SCIPP)	\$91,700.00
			TOTAL REHAB. CONSTRUCTION COSTS	\$4,475,338.00
Contingency (15%)				120,764.70
Engineering Fees (20%)				161,019.60
			GRAND TOTAL REHAB. CONSTRUCTION COSTS	4,757,122.30

Appendix F
**Present Worth Analysis of Selected
Alternatives**

PRESENT WORTH ANALYSIS				
No.	Item	Sewer Rehab. Project	TRPS	CWSRF Project
		Open Cut & CIPP Lining	Improvements	Total
1	Capital Cost	\$ 4,757,122.30	\$ 3,222,271.80	\$ 7,979,394.10
2	Salvage Value at 20 years	\$ 2,854,273.38	\$ 1,933,363.08	\$ 4,787,636.46
3	Present Worth of Salvage	\$ 737,544.24	\$ 499,581.02	\$ 1,237,125.26
4	Interest During Construction	\$ 166,499.28	\$ 112,779.51	\$ 279,278.79
5	Annual O&M Costs	\$ -	\$ -	\$ -
6	Present Worth of O&M	\$ -	\$ -	\$ -
7	Total Present Worth	\$ 4,186,077.34	\$ 2,835,470.29	\$ 7,021,547.63
8	Equivalent Annual Cost	\$ 395,123.84	\$ 267,640.04	\$ 662,763.88

Notes:

(1) From The Preliminary Cost Estimate.

(2) Salvage Value at the end of the 20 year planning period is computed on the basis of straight line depreciation.

(3) Present Worth of Salvage Value = 0.4146 x SalvageValue at the end of 20 years
(P/F, Discount Rate=7.0%, 20 years) = 0.2584

(4) Interest During Construction = 0.5 x P x I x C
P = Construction Period in Years = 1 year
I = Discount Rate = 7.0%
C = Total Capital Cost

(5) Total Present Worth = Total Capital Cost + Present Worth of O&M + Interest During Construction - Present Worth of Salvage

(6) Equivalent Annual Cost = 0.09439 x Total Present Worth
(A/P, Discount Rate = 7.0%, 20 years) = 0.09439

DRAFT

Appendix G

CCTV Investigation Summary

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
CRITICAL	5.0	2.0	SW746	1A	Canterbury	M1-1-4-3	M1-1-4-2	292.0	21	RCP	Hole with Void(96'), Surface Damage - Aggregate Visible	FCIPP	292	0	6	\$ 30,740.00
CRITICAL	5.0	1.0	SW2333	1B	Vernier	M7-1-8	M7-1-7A	21.0	15	VCP	Broken Void Visible @ 17'	FCIPP	21	0	0	\$ 1,365.00
CRITICAL	5.0	2.0	SW2334	1B	Vernier	M7-17A	M7-1-7B	499.0	21	VCP	M7-1-7B is buried. Mult Misc/Hinge Fracturing throughout	FCIPP	499	0	1	\$ 47,905.00
CRITICAL	5.0	1.7	SW818	2B	Roslyn	M6-8-3	M5-5-6-1	359.0	10	RCP	Moderate to Heavy H2S damage throughout; Hinge Fracturing/Broken @ 100'-120'; Hole Soil Visible @ 52', 110'; Reversal needed due to roots @ 228'. FROM M5-5-6-1: Hinge Fracturing @ 100'-123'; Survey Abandoned @ 123' due to roots	FCIPP	359	0	4	\$ 18,155.00
CRITICAL	5.0	1.4	SW817	2B	Roslyn	M5-5-6-1	M5-5-6	40.0	15	RCP	Heavy H2S damage throughout; Hole Void Visible @ 13'	FCIPP	40	0	0	\$ 2,600.00
CRITICAL	5.0	1.6	SW816	2B	Roslyn	M5-5-4-2	M5-5-6-1	362.0	10	RCP	Moderate H2S damage throughout; Hinge Fracturing @ 0'-20'; Hinge/Mult Fracture @ 280'-285', 285'-320'	FCIPP	362	1	6	\$ 19,790.00
CRITICAL	5.0	1.5	SW711	2B	Hampton	M4-5-1	M4-5	37.0	10	RCP	Heavy H2S damage throughout; Broken @ 15'; Hinge Fracturing @ 15'-EOL	FCIPP	37	0	0	\$ 1,665.00
CRITICAL	5.0	2.8	SW847	3A	Aline	G15	G14	323.0	15	RCP	Heavy H2S damage throughout; Hinge Fracture @ 74'-107', 227'-245'	FCIPP	323	0	6	\$ 23,995.00
CRITICAL	5.0	1.4	SW894	3A	Aline	C7-2	C7-1	247.0	8	RCP	H2S damage throughout; Mult Fracture @ 1', 241'; Long. Fracture @ 2'-37'; Hinge Fracture @ 174'-183'; Major offset in lateral @ 174'	FCIPP	247	1	7	\$ 15,115.00
CRITICAL	5.0	1.7	SW915	3A	Aline	M5-11-1	M5-11	43.0	8	RCP	H2S damage throughout; Hole Soil Visible @ 41'	Dig Mainline @ 38'-EOL; FCIPP	43	0	0	\$ 1,935.00
CRITICAL	5.0	2.8	SW917	3A	Aline	M5-11-1	M5-10-1	260.0	8	RCP	Heavy H2S damage throughout; Hinge Fracture @ 3'; Survey Abandoned due to roots from fracture. Reversal: Heavy H2S damage throughout; Survey abandoned @ 100' due to roots. Line not completed, approx 70' short	FCIPP	330	0	0	\$ 14,850.00
CRITICAL	5.0	2.2	SW906	3A	Aline	C7	M5-11	348.0	12	RCP	Heavy H2S damage throughout; Hinge Fracturing @ 117'-130', 145'-176'; Hole in bottom of lateral @ 71'	FCIPP	348	0	5	\$ 23,380.00
CRITICAL	5.0	2.0	SW902	3A	Brys	C5-2	C5-1	463.0	12	VCP	Hinge/Mult Fractures throughout; Hole Soil Visible @ 291'; Brick in lateral @ 378', appears to be an attempt at capping the service	3' SCIPP @ 289'-292' (CRIT); FCIPP (MED)	463	4	25	\$ 42,280.00
CRITICAL	5.0	2.0	SW439	8B	S Renaud	M13-2-10	M13-2-9	367.0	15	RCP	Surface Damage Aggregate Visible T/O, Hinge Fracture(155'-170'), Long. Crack(201'-217', 338', 341'-367')	FCIPP	367	0	3	\$ 25,355.00
CRITICAL	5.0	2.0	SW1056	7A	Huntington	GP9-4	GP9-3	306.7	15	RCP	Light H2S damage throughout; Light Long. Cracking throughout; SCIPP @ 1'-26'; Lateral @ 152' Fractured at main; Lateral @ 195' Broken Void Visible	FCIPP (LOW); Dig laterals @ 152', 195' (CRITICAL)	307	0	7	\$ 23,455.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
CRITICAL	5.0	3.0	SW387	6C	Fairholme	M20-9-4	M20-9-3	263.4	18	RCP	Hinge Fracture 4 @ 10'-25'; Hinge Cracking @ 80'-90'; Long. Cracking through 100'; Hinge Fracture 4 w/Minor Deformation @ 170'-200'	Dig Mainline @ 165'-200' w/2 laterals (CRIT); FCIPP (MED)	263	0	9	\$ 24,225.00
CRITICAL	5.0	2.0	SW365	6C	Fairholme	M19-1-5	M19-1-4	272.8	12	RCP	Heavy to Severe H2S damage throughout	FCIPP	273	1	6	\$ 19,880.00
CRITICAL	5.0	2.0	SW359	6C	Paget Ct	M19-1-4	M19-1-3	167.5	15	RCP	Heavy H2S damage throughout; Hinge Fracture @ 5'; Lateral @ 107' offset, it appears that the hub is collapsing	Dig Lateral @ 107' (CRITICAL); FCIPP (HIGH)	168	0	1	\$ 11,420.00
CRITICAL	5.0	2.5	SW348	6C	Fairford	M19-6-1	M19-6	85.6	12	RCP	Mult Misc Fractures throughout; Heavy to Severe H2S damage throughout; Point Repair @ 78'-EOL (PVC)	FCIPP	86	0	0	\$ 5,160.00
CRITICAL	5.0	2.0	SW402	6C	N of Fairholme	M18-4	M18-3	361.8	12	RCP	Heavy to Severe H2S damage throughout; US MH is buried	Expose US MH, FCIPP	362	0	0	\$ 21,720.00
CRITICAL	5.0	2.0	SW401	6C	N of Fairholme	M18-3	M18-2	327.3	12	RCP	Heavy to Severe H2S damage throughout	FCIPP	327	0	0	\$ 19,620.00
CRITICAL	5.0	2.0	SW266	6C	N of Fairholme	M18-2	M18	325.3	12	RCP	Heavy H2S damage throughout	FCIPP	325	0	0	\$ 19,500.00
HIGH	4.0	2.0	SW786	1A	S Rosedale	M1-17B	M1-17A	276.0	10	VCP	Mult Fractures(1', 24', 46'-51', 70', 88', 94', 118'-276'), Broken(151')	FCIPP	276	0	5	\$ 14,920.00
HIGH	4.0	2.0	SW779	1A	S Rosedale	M1-14-4	M1-14-3	212.0	12	RCP	Surface Damage - Aggregate Missing	FCIPP	212	0	5	\$ 15,220.00
HIGH	4.0	1.9	SW778	1A	S Rosedale	M1-14-3	M1-14-2	203.0	12	RCP	Surface Damage - Aggregate Missing	FCIPP	203	0	4	\$ 14,180.00
HIGH	4.0	2.0	SW777	1A	S Rosedale	M1-14-2	M1-14-1	272.0	15	RCP	Surface Damage - Aggregate Missing	FCIPP	272	0	6	\$ 20,680.00
HIGH	4.0	2.0	SW774	1A	Perrien	M1-11-1	M1-11	274.0	12	RCP	Surface Damage - Aggregate Missing	FCIPP	274	0	7	\$ 19,940.00
HIGH	4.0	2.1	SW781	1A	Briarcliff	M1-8-2	M1-8-1	208.7	12	RCP	Surface Damage - Aggregate Missing, Survey abandoned(209')--Large Rock in line	FCIPP	227	1	6	\$ 17,120.00
HIGH	4.0	1.9	SW780	1A	Briarcliff	M1-8-1	M1-8	144.1	12	RCP	Surface Damage - Aggregate Missing	FCIPP	144.1	0	3	\$ 10,146.00
HIGH	4.0	2.1	SW772	1A	Van K	M1-10-2	M1-10-1	249.0	15	RCP	Surface Damage - Aggregate Missing	FCIPP	249	1	6	\$ 19,685.00

CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
HIGH	4.0	2.1	SW768	1A	Briarcliff	M1-10-1	M1-10	246.0	15	RCP	Surface Damage - Aggregate Missing	FCIPP	246	1	6	\$ 19,490.00
HIGH	4.0	1.9	SW1026	1A	Morningside	M1-18	M1-17	269.3	15	RCP	Surface Damage - Aggregate Missing	FCIPP	269.3	0	1	\$ 18,004.50
HIGH	4.0	2.0	SW785	1A	Morningside	M1-17	M1-16	56.1	15	RCP	Surface Damage - Aggregate Missing	FCIPP	56.1	0	0	\$ 3,646.50
HIGH	4.0	2.1	SW948	1A	Morningside	M1-16	M1-15	197.0	15	RCP	Surface Damage - Aggregate Missing	FCIPP	197	0	2	\$ 13,805.00
HIGH	4.0	2.0	SW1506	1A	Morningside	M1-15	M1-14	25.0	30	RCP	Surface Damage - Aggregate Missing	FCIPP	25	0	0	\$ 3,000.00
HIGH	4.0	2.1	SW1289	1A	Morningside	M1-14	M1-13	84.5	30	RCP	Surface Damage - Aggregate Missing	FCIPP	84.5	0	0	\$ 10,140.00
HIGH	4.0	1.0	SW1288	1A	Morningside	M1-13	M1-12	8.0	30	RCP	Surface Damage - Aggregate Missing	FCIPP	8	0	0	\$ 960.00
HIGH	4.0	2.1	SW1287	1A	Morningside	M1-12	M1-11	155.0	30	RCP	Surface Damage - Aggregate Missing, Rebar visible(72')	FCIPP	155	1	3	\$ 20,600.00
HIGH	4.0	2.0	SW1286	1A	Morningside	M1-11	M1-10	253.0	30	RCP	Surface Damage - Aggregate Missing	FCIPP	253	1	2	\$ 31,860.00
HIGH	4.0	2.0	SW740	1A	Van K	M1-3-12	M1-1-4-5	52.0	18	RCP	Surface Damage - Aggregate Missing	FCIPP	52	0	0	\$ 3,900.00
HIGH	4.0	2.1	SW750	1A	Canterbury	M1-1-4-5	M1-1-4-4	320.0	18	RCP	Surface Damage - Aggregate Missing	FCIPP	320	0	8	\$ 28,000.00
HIGH	4.0	2.1	SW749	1A	Canterbury	M1-1-4-4A	M1-1-4-4	217.2	12	RCP	Surface Damage - Aggregate Missing	FCIPP	217.2	0	5	\$ 15,532.00
HIGH	4.0	2.1	SW751	1A	Van K	M1-3-12	M1-3-11	258.0	12	RCP	Surface Damage - Aggregate Missing	FCIPP	258	0	6	\$ 18,480.00
HIGH	3.9	2.1	SW10916	1A	Wedgewood	M1-1-4B	M1-1-4A	115.0	12	RCP	Hole(4'), Circ. Crack(48'), Surface Damage - Aggregate Missing	FCIPP	115	0	3	\$ 8,400.00
HIGH	4.0	1.6	SW706	1B	Hampton	M6-11-3-1	M6-11-3	35.0	12	RCP	Surface Damage - Aggregate Visible, Lt Roots at joints T/O	FCIPP	35	0	0	\$ 2,100.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
HIGH	4.0	1.9	SW704	1B	Hampton	M6-11-3	M6-11-2	395.0	15	RCP	Surface Damage - Aggregate Missing	FCIPP	395	0	5	\$ 28,175.00
HIGH	4.0	2.5	SW694	1B	Hollywood	M6-7-3	M6-7-2	38.0	21	RCP	Surface Damage - Aggregate Missing	FCIPP	38	0	0	\$ 3,610.00
HIGH	4.0	5.0	SW44	1B	Wedgewood	M7-16-2	M7-16-3	152.0	12	RCP	Moderate H2S damage throughout; Survey Abandoned due to Roots @ 27', approx 125'; Do not see reversal	Remove roots and FCIPP	152	0	0	\$ 9,120.00
HIGH	4.0	2.0	SW46	1B	Wedgewood	M7-13-2	M7-13-3	60.0	21	RCP	Hinge Fracture @ 20'-60'	FCIPP	60	0	1	\$ 6,200.00
HIGH	4.0	1.4	SW47	1B	Wedgewood	M7-13-1	M7-13-2	110.0	21	RCP	Surface Damage - Aggregate Visible, Hinge Fracture(0'-62'), Long. Fracture(62'-87')	FCIPP	110	0	2	\$ 11,450.00
HIGH	4.0	2.0	SW1655	1B	Wedgewood	M7-13-1A	M7-13-1	75.0	10	RCP	Mult Fracture @ 71'	3' SCIPP @ 70'-73'	75	0	0	\$ 3,375.00
HIGH	4.0	2.1	SW1296	2A	Woods Lane	M1-3-2	M1-3-1	400.0	30	RCP	Surface Damage - Aggregate Visible, Mult Fracture(24'), Long. Fracture(27', 36', 41'-65', 122', 203', 236', 292'), Rebar Visible(35', 100', 108', 173', 230', 303'), Lift Holes T/O	FCIPP	400	0	10	\$ 53,000.00
HIGH	4.0	2.1	SW1295	2A	Woods Lane	M1-3-1	M1-3	326.0	30	RCP	Surface Damage - Aggregate Visible, Rebar Visible(43', 51', 108', 116', 205', 254'), Long. Fracture(177'-214', 251', 299')	FCIPP	326	0	7	\$ 42,620.00
HIGH	4.0	2.1	SW886	2A	Blairmoor Ct	M2-1-4	M2-1-3	220.0	15	RCP	Surface Damage - Aggregate Missing, Rebar Visible(90')	FCIPP	220	0	5	\$ 16,800.00
HIGH	4.0	2.1	SW884	2A	Blairmoor Ct	M2-1-3	M2-1-2	216.0	15	RCP	Surface Damage - Aggregate Missing, Long. Fracture(119'), Survey abandoned(168')--Mineral Deposit, Reverse-Surface Damage - Aggregate Missing	FCIPP	216	0	7	\$ 17,540.00
HIGH	4.0	2.0	SW885	2A	Blairmoor Ct	M2-1-2	M2-1-1	50.0	15	RCP	Surface Damage - Aggregate Missing	FCIPP	50	0	1	\$ 3,750.00
HIGH	4.0	2.1	SW883	2A	Blairmoor Ct	M2-1-1	M2-1	190.0	15	RCP	Surface Damage - Aggregate Missing	FCIPP	190	0	2	\$ 13,350.00
HIGH	4.0	2.1	SW1292	2A	River	M1-5	M1-4	243.0	42	RCP	Surface Damage - Aggregate Visible, Rebar Visible at various locations T/O	FCIPP	243	0	3	\$ 37,950.00
HIGH	4.1	2.1	SW1293	2A	River	M1-4	M1-3	293.0	42	RCP	Surface Damage - Aggregate Visible, Rebar Visible at various locations T/O	FCIPP	293	0	5	\$ 46,450.00
HIGH	4.2	2.0	SW10936	2A	River	M1-3	M1-2	258.0	42	RCP	Surface Damage - Aggregate Visible, Rebar Visible at various locations T/O	FCIPP	258	0	4	\$ 40,700.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
HIGH	4.2	2.1	SW10937	2A	River	M1-2	M1-1	240.0	42	RCP	Surface Damage - Aggregate Visible, Rebar Visible at various locations T/O	FCIPP	240	0	3	\$ 37,500.00
HIGH	4.0	1.9	SW828	2B	Brys Dr N	M3-6	M3-5	334.0	18	RCP	Moderate H2S damage throughout; Hinge/Mult Fracture @ 134'-207'	FCIPP	334	0	6	\$ 28,050.00
HIGH	4.0	1.5	SW834	2B	Brys	M3-2-5	M3-2-4	224.0	15	RCP	Moderate H2S damage throughout; Broken Soil Visible @ 218'	FCIPP	224	0	6	\$ 17,560.00
HIGH	4.3	2.0	SW820	2B	Brys Dr S	M5-6A	M5-6	308.0	27	RCP	Moderate to Heavy H2S damage throughout;	FCIPP	308	0	14	\$ 43,960.00
HIGH	4.0	1.0	SW814	2B	Roslyn	M5-5-4A	M5-5-4-1	40.0	12	RCP	H2S damage throughout; Repair Patch @ 28' (BRICKS); Void Visible @ 35'	FCIPP	40	0	0	\$ 2,400.00
HIGH	4.0	1.4	SW1585	2B	Hampton	M4-5A	M4-5	73.0	12	RCP	Hinge Fracture @ 36'-EOL	FCIPP	73	0	2	\$ 5,380.00
HIGH	4.0	2.1	SW717	2B	Hampton	M4-2A	M4-2	235.5	18	RCP	Heavy H2S damage throughout; Reversal due to roots. FROM M4-2:Broken @ 43'	FCIPP	236	0	4	\$ 19,700.00
HIGH	4.0	1.9	SW719	2B	Hampton	M5-4A	M5-4	342.0	21	RCP	Hinge Fracture @ 51'-58'	10' SCIPP @ 50'-60' (HIGH); FCIPP (MED)	342	0	7	\$ 35,990.00
HIGH	5.0	1.9	SW1325	2C	Hollywood	M6-5	M6-4	400.0	42	RCP	Reinforcement Visible at laterals throughout	FCIPP	400	0	7	\$ 63,500.00
HIGH	5.0	2.0	SW1327	2C	Hollywood	M6-4	M6-3	400.0	42	RCP	Reinforcement Visible at laterals throughout	FCIPP	400	0	7	\$ 63,500.00
HIGH	5.0	2.0	SW1328	2C	Hollywood	M6-3	M6-2	399.0	42	RCP	Reinforcement Visible at laterals throughout	FCIPP	399	0	6	\$ 62,850.00
HIGH	4.7	2.0	SW1330	2C	Hollywood	M6-2	M6-1	433.0	42	RCP	Reinforcement Visible at laterals throughout; Small weir wall at DS MH	FCIPP	433	0	7	\$ 68,450.00
HIGH	5.0	1.9	SW1671	2C	Vernier	M7-1-4	M7-1-3	494.0	18	VCP	Pipe Segment @ 131'-142' have dropped, Broken @ 140'; Long. Fractures @ 364'-EOL	FCIPP	494	0	6	\$ 40,050.00
HIGH	4.0	2.1	SW870	3A	Centerbrook	M2-4-3-1	M2-4-3	206.0	12	RCP	H2S damage throughout; Cir Fracture @ 2', 24'; Possible patch @ 127'	FCIPP	206	0	3	\$ 13,860.00
HIGH	4.0	2.0	SW1313	3A	Edmunton	M2-7	M2-6	500.0	36	RCP	Reinforcement visible at laterals throughout; Lift Holes throughout	FCIPP	500	0	14	\$ 82,000.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
HIGH	4.5	1.0	SW895	3A	Aline	C9-1	C9	46.0	8	RCP	Mult Fractures throughout; Broken Soil Visible @ 41'	FCIPP	46	0	0	\$ 2,070.00
HIGH	4.0	2.3	SW916	3A	Aline	M5-11-2	M5-11-1	275.0	8	RCP	H2S damage throughout; Mult Misc Cracks/Fractures throughout; Large Hole Soil Visible @ 273'	Dig Mainline @ 270'-EOL-Completed in 0160-0413; FCIPP	275	2	7	\$ 16,875.00
HIGH	5.0	1.9	SW907	3A	Aline	M5-10-1	M5-10-2	325.0	8	RCP	H2S damage throughout; Mult Misc Fractures throughout; Broken (Displacement) @ 145'	FCIPP	325	0	7	\$ 18,125.00
HIGH	4.0	2.6	SW941	3A	Aline	M5-10	M5-9	321.0	18	RCP	Heavy H2S damage throughout; Hole in side of lateral @ 191'	FCIPP	321	0	7	\$ 27,575.00
HIGH	4.0	4.0	SW622	3B	Hampton	C2-3	C2-2	236.0	18	RCP	H2S damage throughout; Majority of laterals are shearing at the main	Dig laterals (HIGH); FCIPP (MED)	236	0	12	\$ 23,700.00
HIGH	4.0	4.0	SW623	3B	Hampton	C2-2	C2-1	175.0	24	RCP	Light H2S damage throughout	Dig laterals (HIGH); FCIPP (LOW)	175	0	8	\$ 23,250.00
HIGH	4.0	4.0	SW618	3B	Hampton	C2-1	C2	75.0	24	RCP	Light H2S damage throughout	Dig lateral @ 30' (HIGH); FCIPP (LOW)	75	0	2	\$ 9,250.00
HIGH	4.0	4.0	SW628	3B	Hampton	M5-4-6	M5-4-5	230.0	18	RCP	Light H2S damage throughout	Dig laterals (HIGH); FCIPP (LOW)	230	0	10	\$ 22,250.00
HIGH	4.0	4.0	SW629	3B	Hampton	M5-4-5	M5-4-4	170.0	24	RCP	Light H2S damage throughout	Dig laterals (HIGH); FCIPP (LOW)	170	0	9	\$ 23,200.00
HIGH	4.0	4.0	SW989	3B	Hollywood	G6-1	G6	192.0	18	RCP	Light H2S damage throughout	Dig laterals @ 17', 173' (HIGH); FCIPP (LOW)	192	0	7	\$ 17,900.00
HIGH	4.0	2.0	SW2693	3B	Anita	G8-2-4	Bulkhead	161.0	12	RCP	VCP for first 11'; H2S damage throughout	Install MH at US end, then FCIPP	161	0	1	\$ 10,160.00
HIGH	5.0	4.5	SW666	3B	Anita	G8-2-2	G8-2-1	299.0	18	VCP	Hinge Fracturing throughout	Dig Lateral @ 292'; FCIPP	299	0	15	\$ 29,925.00
HIGH	5.0	5.0	SW665	3B	Anita	G8-2-1	G8-2	285.0	18	VCP	Hinge Fracture @ 196'-EOL; Long. Fractures in spots throughout	Dig Lateral @ 72'; FCIPP	285	0	13	\$ 27,875.00
HIGH	5.0	4.0	SW664	3B	Anita	G8-2A1	G8-2	221.0	15	VCP	Hinge Fracture @ 6'; Long. Crack @ 41'-53'; Hinge Crack @ 84'-121'	Dig Lateral @ 44', 84'; FCIPP	221	0	11	\$ 19,865.00
HIGH	4.0	1.3	SW592	3B	Wicks	M5-1-5-3	M5-1-5-4	178.0	12	RCP	Surface Damage - Aggregate Visible, Long. Fracture(75', 77', 78', 108', 122', 138', 146', 147'-178')	FCIPP	178	0	5	\$ 13,180.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
HIGH	4.0	2.7	SW591	3B	Wicks	M5-1-5-3	M5-1-5-2	320.0	15	RCP	Surface Damage - Aggregate Visible, Mult Fracture(31', 159'), Survey abandoned(203')--Roots, Reverse-Surface Damage - Aggregate Visible, Hinge Fracture(75'-82'), Survey abandoned(117')--Roots	FCIPP	320	0	8	\$ 24,800.00
HIGH	4.0	1.9	SW48	3B	Toles	M5-1-5-1	M5-1-5	142.0	15	RCP	Surface Damage - Aggregate Visible, Long. Fracture(3'-8'), Hinge Fracture(8'-25', 100'-113'), Broken(102')	FCIPP	142	0	4	\$ 11,230.00
HIGH	4.0	2.0	SW678	3B	Charlevoix	M5-1-4D	C1-1A	298.0	18	RCP	H2S damage throughout; Hinge Fracture @ 76'-82'	10' SCIPP @ 74'-84' (HIGH); FCIPP (MED)	298	0	1	\$ 22,850.00
HIGH	4.0	2.0	SWSW492	6A	Mack	M14-11	M14-12	297.0	18	RCP	Long. Crack(201'-249'), Hinge Crack(249'-297')	FCIPP	297	0	4	\$ 24,275.00
HIGH	4.0	2.0	SW1148A	6B	Lochmoor	M12A	M12B	312.1	30	VCP	Long. Fracture(2'-48'), Broken(67'), Hinge Fracture(48'-146'), Size reduction to 10"(310')	FCIPP	312.1	0	1	\$ 37,952.00
HIGH	4.0	3.0	SW460	8B	S Renaud	M13-2-8	M13-2-7	194.0	21	RCP	Surface Damage Aggregate Visible T/O, Hinge Fracture(132'-155'), Long. Crack(37'-59')	FCIPP	194	0	7	\$ 21,930.00
HIGH	4.0	2.0	SW426	8B	N Oxford	M17-7	M17-6	420.0	18	RCP	Surface Damage Aggregate Visible T/O, Long. Fracture(55'-79'), Hinge Fracture((79'-92'), Broken with soil visible(84')	Dig Mainline (78'-88') - done in 0160-0413 FCIPP	420	0	15	\$ 39,000.00
HIGH	4.0	2.0	SW9795	5A	Stanhope	M21-14-3	M21-14-2	148.4	8	VCP	PVC for first 3'; Large angular joint/Deposit @ 12'; Repair patch @ 16'; Hinge Fracture 2 @ 26'-36'; Roots at joints throughout Mult Fractures @ 134'-138'; Line ends at bulkhead	Install MH at 150'; FCIPP	148	0	0	\$ 6,660.00
HIGH	4.0	2.9	SW1760	5B	Bramcaster	M21-15	M21-14	208.2	18	RCP	Broken(2'), Mult Fracture(2'-14'), Long. Crack(42'), Hole(105'), Med Roots at joints(99', 107'-137')	Dig Mainline(132'-143') FCIPP	208.2	0	0	\$ 15,615.00
HIGH	4.0	1.8	SW57	5C	Linville	MA54-6-4	MA54-6-3	264.8	12	RCP	Surface Damage - Aggregate Projecting, Long. Crack(1'-40', 49', 257', 260'), Mult Crack(58'), Mult Fracture(193', 197')	FCIPP	264.8	0	14	\$ 22,888.00
HIGH	4.0	2.1	SW185	6C	Faircourt	MA26-3	MA26-2	350.6	15	RCP	Surface Damage Aggregate Visible Throughout. Lt Encrustation at Joints Throughout. Multiple Cracks Throughout. Med Offset at 213'. Inflow Runner at 268'	FCIPP	350.6	1	12	\$ 29,289.00
HIGH	4.0	2.0	SW267	6C	Torrey	GP2-1	Blind Tap	52.6	12	RCP	Moderate to Heavy H2S damage throughout; Alignment shift down throughout	Install MH; FCIPP	53	0	1	\$ 3,680.00
HIGH	5.0	2.0	SW1450	7A	Mack Alley	GP9-7	GP9-7A	143.2	12	RCP	Moderate to Heavy H2S damage throughout; SCIPP @ 4'-14'; Deposits throughout	FCIPP	143	1	6	\$ 12,080.00
HIGH	5.0	2.0	SW135	7A	Esmt West of Holiday North of Cook	GP9-3	GP9-2	406.5	18	RCP	Long. Fractures throughout; Minor Deformation @ 292'; Roots at 55' (AT CONNECTION); Deposits throughout	FCIPP	407	2	6	\$ 34,525.00
HIGH	4.0	2.0	SW168	7A	Chalfonte	GP3-2-3	GP3-2-2	102.8	24	RCP	Moderate H2S damage throughout; Brick Repair patch @ 90'; Broken @ 100'; Grease attached throughout	FCIPP; Dig Lateral @ 93'	103	0	1	\$ 11,830.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
HIGH	4.0	2.0	SW197	6C	Mack	MA28-4	MA28-3A	57.4	15	RCP	Moderate to Heavy H2S damage throughout; Cracking throughout. Note: Line does not match proposed length, do not know where DS MH is	FCIPP	57	0	0	\$ 3,705.00
HIGH	5.0	2.0	SW381	6C	Fairholme	M20-8-4	M20-8-3	191.4	12	RCP	Long. Fracturing throughout; Light to Moderate H2S damage throughout; Minor Deformation @ 52'-60'; Heavy Roots at connection @ 31', believe it is just at connection, not further up the line; Fracture in lateral @ 36'	FCIPP	191	1	4	\$ 13,960.00
HIGH	4.0	2.0	SW380	6C	Baltree	M20-8-3	M20-8-2	164.9	12	RCP	Moderate to Heavy H2S damage throughout	FCIPP	165	0	0	\$ 9,900.00
HIGH	5.0	2.0	SW364	6C	Fairholme	M19-1-6	M19-1-5	267.3	12	RCP	Heavy H2S damage throughout	FCIPP	267	0	5	\$ 18,520.00
HIGH	4.0	2.0	SW269	6C	Paget Ct	M19-1-1	M19-1	125.7	18	RCP	Moderate H2S damage throughout; Mult Fractures throughout; Roots through barrel in spots	FCIPP	126	0	2	\$ 10,450.00
HIGH	4.0	2.0	SW355	6C	Elford	M19-4-4	M19-4-3	179.7	12	RCP	Moderate to Heavy H2S damage throughout; Debris in lateral @ 63'	FCIPP	180	0	5	\$ 13,300.00
HIGH	4.0	2.0	SW353	6C	Between Elford & Torrey	M19-4-1	M19-4	294.9	15	RCP	Moderate to Heavy H2S damage throughout; Point Repair @ 284'-EOL	FCIPP	295	0	9	\$ 23,675.00
HIGH	4.0	2.0	SW357	6C	Elford	M19-2-4	M19-2-3	326.0	15	RCP	Heavy H2S damage throughout; Aggregate Damage in lateral hubs throughout; Fracture in lateral @ 212'	FCIPP	326	0	4	\$ 23,190.00
HIGH	4.0	2.0	SW358	6C	Elford	M19-2-3	M19-2-2	156.0	15	RCP	Moderate to Heavy H2S damage throughout; Roots throughout	FCIPP	156	0	3	\$ 11,640.00
HIGH	4.0	2.0	SW268	6C	Elford	M19-2-2	M19-2-1	72.6	15	RCP	Moderate to Heavy H2S damage throughout; Long. Fractures in spots; Roots throughout	FCIPP	73	0	1	\$ 5,245.00
HIGH	4.0	2.0	SW393	6C	S Oxford	M16-3	M16-2	452.1	24	RCP	Moderate to Heavy H2S damage throughout; Laterals @ 28', 414' are fractured inside; Cannot tell if lateral @ 211' is capped or collapsed; Long. Fracture @ 241'	FCIPP	452	0	14	\$ 56,720.00
MEDIUM	3.3	2.1	950	1A	Robert John	M1-19	M1-18A	303.0	10	VCP	Long. Fracture(86', 87', 104'), Mult Fracture(231')	FCIPP	303	0	10	\$ 18,635.00
MEDIUM	3.0	2.1	1601	1A	Robert John	M1-18A	M1-18	65.0	10	VCP	Long. Fracture (59')	FCIPP	65	0	2	\$ 3,925.00
MEDIUM	3.8	1.8	789	1A	Van K	M1-17-3	M1-17-2	224.8	10	VCP	Long. Fracture(87'), Mult Fracture(126', 153', 214')	FCIPP	224.8	0	3	\$ 11,616.00
MEDIUM	3.0	1.9	788	1A	Van K	M1-17-2	M1-17-1	349.0	10	VCP	Mult and Long. Fractures T/O, Broken(35')	FCIPP	349	0	6	\$ 18,705.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	3.0	2.0	773	1A	Perrien	M1-11A	M1-11	333.0	15	RCP	Surface Damage - Aggregate Protruding	FCIPP	333	0	10	\$ 26,645.00
MEDIUM	3.0	2.1	770	1A	Van K	M1-10-4	M1-10-3	255.0	12	RCP	Long. Fracture(5'-34'), Surface Damage - Aggregate Visible	FCIPP	255	1	2	\$ 16,800.00
MEDIUM	3.0	2.0	769	1A	Van K	M1-10-3A	M1-10-3	51.0	12	RCP	Surface Damage - Aggregate Visible	FCIPP	51	0	1	\$ 3,560.00
MEDIUM	3.5	2.0	767	1A	Van K	M1-10-3	M1-10-2	251.2	15	RCP	Surface Damage - Aggregate Visible and Missing	FCIPP	251.2	3	4	\$ 19,828.00
MEDIUM	3.1	2.0	1283	1A	Briarcliff	M1-10	M1-9	450.0	36	RCP	Surface Damage - Aggregate Visible, Rebar visible(195', 259', 332')	FCIPP	450	0	11	\$ 73,000.00
MEDIUM	3.1	2.0	1284	1A	Briarcliff	M1-9	M1-8	66.0	36	RCP	Surface Damage - Aggregate Visible, Rebar visible(34')	FCIPP	66	0	1	\$ 10,400.00
MEDIUM	3.1	2.2	1285	1A	Briarcliff	M1-8	M1-7	381.0	36	RCP	Surface Damage - Aggregate Visible, Rebar visible(45', 182', 268')	FCIPP	381	0	4	\$ 59,150.00
MEDIUM	3.0	2.1	753	1A	Mooreland	M1-3-9	M1-3-8	338.1	12	RCP	Surface Damage - Aggregate Visible	FCIPP	338.1	0	8	\$ 24,286.00
MEDIUM	3.0	2.0	754	1A	Mooreland	M1-3-8	M1-3-7	333.0	12	RCP	Surface Damage - Aggregate Visible	FCIPP	333	2	7	\$ 24,480.00
MEDIUM	3.0	2.0	755	1A	Mooreland	M1-3-7	M1-3-6	274.0	15	RCP	Surface Damage - Aggregate Visible	FCIPP	274	0	6	\$ 20,810.00
MEDIUM	2.9	1.9	756	1A	Mooreland	M1-3-6	M1-3-5	269.0	15	RCP	Circ. Crack(0', 56', 161', 185'), Surface damage - Aggregate Visible	FCIPP	269	0	6	\$ 20,485.00
MEDIUM	3.0	2.0	757	1A	Mooreland	M1-3-5	M1-3-4	394.0	21	RCP	Surface Damage - Aggregate Visible, Rebar Visible(11')	FCIPP	394	0	9	\$ 41,930.00
MEDIUM	3.0	2.4	762	1A	Woods Lane	M1-3-3-5	M1-3-3-4	285.0	12	RCP	Surface Damage - Aggregate Visible	FCIPP	285	0	9	\$ 21,600.00
MEDIUM	3.0	2.1	763	1A	Woods Lane	M1-3-3-4	M1-3-3-3	341.0	12	RCP	Surface Damage - Aggregate Visible	FCIPP	341	0	8	\$ 24,460.00
MEDIUM	3.0	2.1	759	1A	Woods Lane	M1-3-3-3	M1-3-3-2	259.0	15	RCP	Surface Damage - Aggregate Visible, Rebar Visible(105')	FCIPP	259	0	7	\$ 20,335.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	3.0	2.0	761	1A	Woods Lane	M1-3-3-2	M1-3-3-1	349.0	15	RCP	Surface Damage - Aggregate Visible	FCIPP	349	0	8	\$ 26,685.00
MEDIUM	3.0	2.1	760	1A	Woods Lane	M1-3-3-1	M1-3-3	326.0	18	RCP	Surface Damage - Aggregate Visible, Long. Fracture(193')	FCIPP	326	0	8	\$ 28,450.00
MEDIUM	3.0	2.0	748	1A	Canterbury	M1-1-4-4	M1-1-4-3	308.0	18	RCP	Surface Damage - Aggregate Visible	FCIPP	308	0	9	\$ 27,600.00
MEDIUM	3.0	2.1	747	1A	Canterbury	M1-1-4-3A	M1-1-4-3	266.4	12	RCP	Surface Damage - Aggregate Visible	FCIPP	266.4	0	6	\$ 18,984.00
MEDIUM	3.0	2.0	745	1A	Canterbury	M1-1-4-2	M1-1-4-2A	221.0	12	RCP	Surface Damage - Aggregate Visible	FCIPP	221	0	5	\$ 15,760.00
MEDIUM	3.0	2.0	744	1A	Canterbury	M1-1-4-2	M1-1-4-1	299.0	24	RCP	Surface Damage - Aggregate Visible	FCIPP	299	0	7	\$ 36,390.00
MEDIUM	3.0	2.0	743	1A	Canterbury	M1-1-4-1	M1-1-4-1A	221.0	12	RCP	Surface Damage - Aggregate Visible	FCIPP	221	0	5	\$ 15,760.00
MEDIUM	2.9	2.0	10919	1A	Canterbury	M1-1-4-1	M1-1-4	332.0	24	RCP	Surface Damage - Aggregate Visible	FCIPP	332	0	6	\$ 39,520.00
MEDIUM	3.0	2.0	735	1A	Blairmoor Ct	M1-1-5-4	M1-1-5-3	336.2	15	RCP	Surface Damage - Aggregate Visible	FCIPP	336.2	0	8	\$ 25,853.00
MEDIUM	3.0	2.1	733	1A	Blairmoor Ct	M1-1-5-3	M1-1-5-2	264.0	15	RCP	Surface Damage - Aggregate Visible	FCIPP	264	0	5	\$ 19,660.00
MEDIUM	3.0	2.1	734	1A	Blairmoor Ct	M1-1-5-2	M1-1-5-1	269.0	18	RCP	Long. Fracture(29'), Rebar Visible(66'), Surface Damage - Aggregate Visible	FCIPP	269	0	9	\$ 24,675.00
MEDIUM	3.1	2.0	738	1A	Blairmoor Ct	M1-1-5-1	M1-1-5	396.0	18	RCP	Rebar Visible(26', 239'), Hole(366', 391'), Surface Damage - Aggregate Visible	FCIPP	396	0	10	\$ 34,700.00
MEDIUM	3.0	2.0	723	1A	Brys	M1-1-10-2	M1-1-10-1	341.0	15	RCP	Surface Damage - Aggregate Visible	FCIPP	341	0	8	\$ 26,165.00
MEDIUM	3.0	2.0	724	1A	Brys	M1-1-10-1	M1-1-10	339.0	15	RCP	Surface Damage - Aggregate Visible	FCIPP	339	0	7	\$ 25,535.00
MEDIUM	3.0	2.0	728	1A	Brys	M1-1-10	M1-1-9	394.0	21	RCP	Surface Damage - Aggregate Visible	FCIPP	394	0	10	\$ 42,430.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	3.0	2.1	729	1A	Brys	M1-1-9	M1-1-8	398.0	24	RCP	Surface Damage - Aggregate Visible	FCIPP	398	1	8	\$ 48,280.00
MEDIUM	3.0	2.0	730	1A	Brys	M1-1-8	M1-1-7	132.0	27	RCP	Long. Fracture(0'-38'), Surface Damage - Aggregate Visible	FCIPP	132	0	0	\$ 15,840.00
MEDIUM	3.0	2.1	731	1A	Brys	M1-1-7	M1-1-6	130.0	27	RCP	Surface Damage - Aggregate Visible	FCIPP	130	0	0	\$ 15,600.00
MEDIUM	3.0	2.1	736	1A	Van K	M1-1-5-6	M1-1-5-5	108.0	12	RCP	Surface Damage - Aggregate Visible	FCIPP	108	0	2	\$ 7,480.00
MEDIUM	3.0	2.2	741	1A	Van K	M1-3-12	M1-1-5-5	262.0	12	RCP	Long. Fracture(0'), Surface Damage - Aggregate Visible	FCIPP	262	0	5	\$ 18,220.00
MEDIUM	3.0	2.1	739	1A	Van K	M1-3-10	M1-3-9	366.0	12	RCP	Surface Damage - Aggregate Visible	FCIPP	366	0	4	\$ 23,960.00
MEDIUM	3.0	2.2	722	1A	Van K	M1-1-10-3	M1-1-10-2	61.0	12	RCP	Surface Damage - Aggregate Visible	FCIPP	261	0	4	\$ 17,660.00
MEDIUM	3.0	2.2	1603	1A	Van K	M1-1-10-2A	M1-1-10-2	70.0	12	RCP	Surface Damage - Aggregate Visible	FCIPP	70	0	2	\$ 5,200.00
MEDIUM	3.0	2.0	758	1A	Wedgewood	M1-3-4	M1-3-3	261.0	21	RCP	Circ. Fracture(64'), Surface Damage - Aggregate Visible	FCIPP	261	0	1	\$ 25,295.00
MEDIUM	2.7	2.0	10912	1A	Wedgewood	M1-1-4B	M1-1-4C	30.0	12	RCP	Circ. Crack(13'), Surface Damage - Aggregate Visible	FCIPP	30	0	1	\$ 2,300.00
MEDIUM	2.9	2.1	10917	1A	Wedgewood	M1-1-4A	M1-1-4	113.0	18	RCP	Surface Damage - Aggregate Visible, Circ. Crack(6', 39', 56'), Rebar visible(15')	FCIPP	113	0	1	\$ 8,975.00
MEDIUM	3.0	2.0	732	1A	Wedgewood	M1-1-6	M1-1-5	146.0	27	RCP	Surface Damage - Aggregate Visible	FCIPP	146	0	1	\$ 18,020.00
MEDIUM	3.0	2.0	10918	1A	Wedgewood	M1-1-5	M1-1-4	260.0	27	RCP	Surface Damage - Aggregate Visible, Rebar Visible(91')	FCIPP	260	0	2	\$ 32,200.00
MEDIUM	3.0	2.1	1604	1B	Wedgewood	M3-2-5	M3-2-6	102.0	12	RCP	H2S damage throughout	FCIPP	102	1	1	\$ 7,120.00
MEDIUM	3.0	2.1	727	1B	S Brys	M1-1-13	M1-1-12	314.0	15	RCP	Surface Damage - Aggregate Visible	FCIPP	314	0	10	\$ 25,410.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	3.0	2.2	725	1B	Morningside	M1-1-11	M1-1-10	338.0	21	RCP	Surface Damage - Aggregate Visible	FCIPP	338	0	2	\$ 33,110.00
MEDIUM	3.0	1.0	601	1B	Roslyn	M6-18	M6-17	265.0	15	RCP	Surface Damage - Aggregate Visible	FCIPP	265	0	6	\$ 20,225.00
MEDIUM	3.0	1.7	600	333	Roslyn	M6-17	M6-16	305.0	21	RCP	Surface Damage - Aggregate Visible	FCIPP	305	0	8	\$ 32,975.00
MEDIUM	3.0	3.0	599	1B	Roslyn	M6-16	M6-15	258.0	24	RCP	Surface Damage - Aggregate Visible	FCIPP	258	0	3	\$ 29,880.00
MEDIUM	3.0	1.7	598	1B	Roslyn	M6-15	M6-14	200.0	24	RCP	Surface Damage - Aggregate Visible	FCIPP	200	0	3	\$ 23,500.00
MEDIUM	3.0	1.0	597	1B	Roslyn	M6-14	M6-13	420.0	27	RCP	Surface Damage - Aggregate Visible	FCIPP	420	0	7	\$ 53,900.00
MEDIUM	3.0	1.9	701	1B	Hampton	M6-11-4	M6-11-3	433.0	12	RCP	Surface Damage - Aggregate Visible, Mult Fracture(11'), Long. Fracture(1'-35', 41'-56')	FCIPP	433	0	6	\$ 28,980.00
MEDIUM	3.0	1.6	645	1B	Hampton	M6-10-2	M6-10-1	345.9	10	RCP	Surface damage - Aggregate Visible, Hole with Void(86', 157', 228'), Survey abandoned(228')--Hole in pipe, Reverse--Survey abandoned(117')--Hole in pipe	Dig Mainline (83'-89'), (154'-160'), (225'-231') from 2, Dig Mainline (115'-121') from 1 - Done in 0160-0413, FCIPP	377	0	7	\$ 20,465.00
MEDIUM	3.0	2.2	690	1B	Hawthorne	M6-6-9	M6-6-8	230.0	18	RCP	Surface Damage - Aggregate Visible, Long. Crack(28')	FCIPP	230	0	7	\$ 20,750.00
MEDIUM	3.0	2.2	691	1B	Hawthorne	M6-6-7	M6-6-6	356.0	24	RCP	Surface Damage - Aggregate Visible, Long. Fracture(193')	FCIPP	356	0	9	\$ 43,660.00
MEDIUM	3.0	2.0	687	1B	Hawthorne	M6-6-6	M6-6-5	220.0	27	RCP	Surface Damage - Aggregate Visible	FCIPP	220	0	7	\$ 29,900.00
MEDIUM	3.0	2.2	688	1B	Hawthorne	M6-6-5	M6-6-4	229.0	27	RCP	Surface Damage - Aggregate Visible	FCIPP	229	0	6	\$ 30,480.00
MEDIUM	3.0	2.1	1376	1B	Hawthorne	M6-6-4	M6-6-3	219.0	30	RCP	Lift Holes T/O, Surface Damage - Aggregate Visible	FCIPP	219	0	4	\$ 28,280.00
MEDIUM	3.0	2.1	1375	1B	Hawthorne	M6-6-3	M6-6-2	219.0	30	RCP	Lift Holes T/O, Surface Damage - Aggregate Visible	FCIPP	219	0	6	\$ 29,280.00
MEDIUM	3.1	2.0	659	1B	Anita	M5-1-4-14	M5-1-4-13	280.0	15	RCP	Surface Damage - Aggregate Visible, Rebar Visible(22', 94', 156')	FCIPP	280	2	9	\$ 23,700.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	3.0	2.1	658	1B	Anita	M5-1-4-13	M5-1-4-12	240.0	15	RCP	Surface Damage - Aggregate Visible, Rebar Visible(234')	FCIPP	240	0	7	\$ 19,100.00
MEDIUM	3.0	2.1	657	1B	Anita	M5-1-4-12	M5-1-4-11	252.0	18	RCP	Surface Damage - Aggregate Visible	FCIPP	252	1	8	\$ 23,400.00
MEDIUM	3.0	2.0	656	1B	Anita	M5-1-4-11	M5-1-4-10	344.0	18	RCP	Surface Damage - Aggregate Visible, Rebar Visible(102'), Long. Fracture(159')	FCIPP	344	0	9	\$ 30,300.00
MEDIUM	3.1	1.8	655	1B	Anita	M5-1-4-10	M5-1-4-9	344.0	18	RCP	Surface Damage - Aggregate Visible, Rebar Visible(46', 100', 175', 337')	FCIPP	344	0	10	\$ 30,800.00
MEDIUM	2.9	1.9	951	1B	Anita	M5-1-4-9	M5-1-4-8	244.0	21	RCP	Surface Damage - Aggregate Visible, Rebar Visible(22', 77', 146')	FCIPP	244	0	8	\$ 27,180.00
MEDIUM	3.0	2.0	1590	1B	Anita	M5-1-4-8	M5-1-4-7	51.0	27	RCP	Surface Damage - Aggregate Visible	FCIPP	51	0	0	\$ 6,120.00
MEDIUM	3.0	2.3	1639	1B	Vernier	M7-17	M7-17-1	53.0	15	RCP	H2S damage throughout	FCIPP	53	0	0	\$ 3,445.00
MEDIUM	3.0	2.7	1004	1B	Wedgewood	M7-16-1	M7-16	196.0	18	RCP	H2S damage throughout	FCIPP	196	0	0	\$ 14,700.00
MEDIUM	3.0	2.0	952	1B	Vernier	M7-18-1	M7-18	55.0	24	RCP	Surface damage - Aggregate Visible	FCIPP	55	0	1	\$ 6,550.00
MEDIUM	3.0	2.0	21	1B	Vernier	M7-19	M7-18	42.0	18	RCP	Surface damage - Aggregate Visible	FCIPP	42	0	0	\$ 3,150.00
MEDIUM	3.0	2.1	1374	1B	Vernier	M7-18	M7-17	410.0	30	RCP	H2S damage throughout	FCIPP	410	1	10	\$ 54,700.00
MEDIUM	3.0	4.0	1373	1B	Vernier	M7-16	M7-17	282.0	30	RCP	H2S damage throughout; Lateral @ 5' appears broken	Dig Lateral @ 5'; FCIPP	282	0	5	\$ 36,340.00
MEDIUM	3.0	2.0	1644	1B	Vernier	M7-16	M7-15A	50.0	30	RCP	H2S damage throughout	FCIPP	50	0	1	\$ 6,500.00
MEDIUM	3.0	2.0	1371	1B	Vernier	M7-15A	M7-15	82.0	30	RCP	H2S damage throughout	FCIPP	82	0	0	\$ 9,840.00
MEDIUM	3.0	2.1	1370	1B	Vernier	M7-15	M7-14A	168.0	30	RCP	H2S damage throughout	FCIPP	168	0	1	\$ 20,660.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	3.0	2.0	1650	1B	Vernier	M7-14A	M7-14	94.0	30	RCP	H2S damage throughout	FCIPP	94	0	1	\$ 11,780.00
MEDIUM	3.0	2.0	1649	1B	Vernier	M7-14	M7-13A	31.0	30	RCP	H2S damage throughout	FCIPP	31	0	0	\$ 3,720.00
MEDIUM	3.0	1.0	1369	1B	Vernier	M7-13A	M7-13	14.0	30	RCP	H2S damage throughout	FCIPP	14	0	0	\$ 1,680.00
MEDIUM	3.0	2.0	1368	1B	Vernier	M7-13	M7-12	108.0	30	RCP	H2S damage throughout	FCIPP	108	0	2	\$ 13,960.00
MEDIUM	3.1	2.0	1290	2A	Briarcliff	M1-7	M1-6	350.0	36	RCP	Surface Damage - Aggregate Visible, Rebar visible(22', 99', 169, 240', 313')	FCIPP	350	0	5	\$ 55,000.00
MEDIUM	3.1	1.8	1291	2A	Briarcliff	M1-6	M1-5	541.0	42	RCP	Surface Damage - Aggregate Visible, Rebar visible(30', 179', 318')	FCIPP	541	0	7	\$ 84,650.00
MEDIUM	3.0	2.1	766	2A	Mooreland	M1-4-3	M1-4-2	314.0	12	RCP	Surface Damage - Aggregate Visible, Rebar visible(109', 265')	FCIPP	314	1	11	\$ 24,840.00
MEDIUM	2.9	2.0	765	2A	Mooreland	M1-4-2	M1-4-1	349.0	12	RCP	Surface Damage - Aggregate Visible, Circ. Fracture(2', 31', 42', 201'), Rebar visible(90')	FCIPP	349	0	10	\$ 25,940.00
MEDIUM	3.0	2.1	764	2A	Mooreland	M1-4-1	M1-4	207.0	15	RCP	Surface Damage - Aggregate Visible	FCIPP	207	1	5	\$ 16,455.00
MEDIUM	3.1	2.0	1297	2A	Mooreland	M1-3-3	M1-3-2	424.0	30	RCP	Surface Damage - Aggregate Visible, Rebar Visible(44', 107', 116', 180', 189', 391'), Long. Fracture(43', 81'-93', 105'-162', 181'-202', 253'-424')	FCIPP	424	0	11	\$ 56,380.00
MEDIUM	3.0	2.1	794	2A	Woods Lane	M1-2-4	M1-2-3	273.0	12	RCP	Surface Damage - Aggregate Visible	FCIPP	273	0	2	\$ 17,380.00
MEDIUM	3.0	2.1	10923	2A	Avon	M1-1-4B	M1-1-4D	347.0	12	RCP	Circ. Crack(218'), Rebar visible(277'), Surface Damage - Aggregate Visible	FCIPP	347	1	8	\$ 25,320.00
MEDIUM	3.3	2.2	1308	2A	Edmunton	M2-3	M2-2	367.0	36	RCP	Surface Damage - Aggregate Visible, Rebar Visible at various locations T/O, Broken (177')	FCIPP	367	0	16	\$ 63,050.00
MEDIUM	3.1	2.1	1307	2A	Edmunton	M2-2	M2-1	75.0	36	RCP	Surface Damage - Aggregate Visible, Rebar Visible(28'), Long. Fracture(21', 26')	FCIPP	75	0	1	\$ 11,750.00
MEDIUM	3.1	2.1	1306	2A	Edmunton	M2-1	M2	136.0	36	RCP	Surface Damage - Aggregate Visible, Rebar Visible(47', 65', 74')	FCIPP	136	0	2	\$ 21,400.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	3.0	2.0	1304	2A	Edmunton	M2	M1	120.0	36	RCP	H2S damage throughout	FCIPP	120	0	0	\$ 18,000.00
MEDIUM	2.9	2.0	804	2A	River	M1-1A-1	M1-1A	102.0	12	RCP	Surface Damage - Aggregate Visible	FCIPP	102	0	3	\$ 7,620.00
MEDIUM	2.7	2.0	795	2A	River	M1-1A	M1-1	279.0	18	RCP	Surface Damage - Aggregate Visible, Circ. Cracks at various locations T/O	FCIPP	279	0	7	\$ 24,425.00
MEDIUM	3.1	2.1	10924	2A	Canterbury	M1-1-4	M1-1-3	375.0	42	RCP	Surface Damage - Aggregate Visible, Rebat Visible(47', 65, 227', 275', 276', 283', 316', 322', 338', 341'), Long.Fracture(97'-375')	FCIPP	375	0	10	\$ 61,250.00
MEDIUM	3.0	2.1	1300	2A	Canterbury	M1-1-3	M1-1-2	560.0	42	RCP	Surface Damage - Aggregate Visible, Rebat Visible at various locations T/O	FCIPP	560	0	17	\$ 92,500.00
MEDIUM	3.2	2.2	1235	2A	Canterbury	M1-1-2	M1-1-1	327.0	42	RCP	Surface Damage - Aggregate Visible, Rebat Visible at various locations T/O	FCIPP	327	0	10	\$ 54,050.00
MEDIUM	3.1	2.1	1302	2A	Canterbury	M1-1-1	M1-1	50.0	42	RCP	Surface Damage - Aggregate Visible, Long. Fracture(2'-50'), Rebar visible(24', 29')	FCIPP	50	0	1	\$ 8,000.00
MEDIUM	3.0	2.1	803	2A	Blairmoor Ct	M1-1E	M1-1D	296.0	12	RCP	Surface Damage - Aggregate Visible, Broken(22'), Long. Fracture(238', 241', 261'-267', 271', 277', 290')	FCIPP	296	0	9	\$ 22,260.00
MEDIUM	2.9	2.1	802	2B	Blairmoor Ct	M1-1D	M1-1C	289.0	12	RCP	Surface Damage - Aggregate Visible; Long. Fracture @ 0'-10', 262'-289'	FCIPP	289	0	9	\$ 21,840.00
MEDIUM	3.0	2.0	801	2B	Blairmoor Ct	M1-1C	M1-1B	329.0	15	RCP	Surface Damage - Aggregate Visible; Long. Fracture @ 279'-EOL	FCIPP	329	0	8	\$ 25,385.00
MEDIUM	2.9	2.0	800	2B	Blairmoor Ct	M1-1B	M1-1A	330.0	15	RCP	Surface Damage - Aggregate Visible; Lift holes at 184'-EOL	FCIPP	330	0	8	\$ 25,450.00
MEDIUM	2.9	1.8	825	2B	Brys Dr N	M3-8	M3-7	260.0	15	RCP	Moderate H2S damage throughout; Long. Fracture @ 118'-133'; SCIPP @ 1'-33'	FCIPP	260	0	6	\$ 19,900.00
MEDIUM	2.9	2.0	829	2B	Brys Dr N	M3-7	M3-6	342.0	18	RCP	Moderate H2S damage throughout; Long. Fractures throughout	FCIPP	342	0	10	\$ 30,650.00
MEDIUM	3.0	2.0	830	2B	Brys Dr N	M3-5	M3-4	247.0	21	RCP	Moderate H2S damage throughout	FCIPP	247	0	7	\$ 26,965.00
MEDIUM	3.1	2.1	822	2B	Brys Dr N	M3-4	M3-3	286.0	24	RCP	Moderate H2S damage throughout; Surf Reinf Vis at Laterals @ 8', 42', 131', 202'	FCIPP	286	0	8	\$ 35,460.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	3.0	2.1	826	2B	River	M3-3A	M3-3	121.0	10	RCP	H2S damage throughout	FCIPP	121	1	3	\$ 7,445.00
MEDIUM	2.9	2.0	827	2B	River	M3-3	M3-2	251.0	27	RCP	H2S damage throughout; Cir Fracture @ 17'	FCIPP	251	0	3	\$ 31,620.00
MEDIUM	3.2	2.0	823	2B	Brys Dr S	M3-2-2	M3-2-1	207.0	24	RCP	H2S damage throughout; Chips at joints throughout	FCIPP	207	0	6	\$ 25,770.00
MEDIUM	3.2	2.1	832	2B	Brys Dr S	M3-2-1	M3-2	330.0	24	RCP	H2S damage throughout; Chips at joints throughout	FCIPP	330	0	9	\$ 40,800.00
MEDIUM	3.3	1.9	819	2B	Brys Dr S	M3-2	M5-6C	117.0	27	RCP	H2S damage throughout; Reversal needed due to roots from lateral @ 63'	FCIPP	117	0	3	\$ 15,540.00
MEDIUM	3.9	1.9	957	2B	Brys Dr S	M5-6C	M5-6B	117.0	27	RCP	Moderate H2S damage throughout	FCIPP	117	0	2	\$ 15,040.00
MEDIUM	2.8	1.9	1340	2B	Brys Dr S	M5-6B	M3	36.0	24	RCP	H2S damage throughout; Drop Connection @ 31'	FCIPP	36	0	1	\$ 4,460.00
MEDIUM	4.1	2.0	821	2B	Brys Dr S	M5-6B	M5-6A	177.1	27	RCP	Moderate H2S damage throughout	FCIPP	177	1	8	\$ 25,740.00
MEDIUM	2.9	1.5	943	2B	Aline	M5-9-1-3	M5-9-1-2	191.0	8	RCP	H2S damage throughout; Long. Fracture throughout	FCIPP	191	0	5	\$ 11,095.00
MEDIUM	2.9	1.4	944	2B	Aline	M5-9-1-1	M5-9-1	48.0	10	RCP	H2S damage throughout; Misc Fractures throughout	FCIPP	48	0	0	\$ 2,160.00
MEDIUM	2.9	1.9	946	2B	Aline	M5-9-3	M5-9-2	111.0	8	RCP	H2S damage throughout; Misc Fractures throughout	FCIPP	111	0	2	\$ 5,995.00
MEDIUM	3.6	2.1	942	2B	Aline	M5-9-1	M5-9	77.0	15	RCP	H2S damage throughout; Long. Fracture @ 1'	FCIPP	77	0	1	\$ 5,505.00
MEDIUM	3.0	1.5	815	2B	Roslyn	M5-5-4-2	M5-5-4-1	356.0	10	RCP	Wrong video for line, recommendation based off of tv report	FCIPP	356	0	5	\$ 18,520.00
MEDIUM	3.0	2.1	806	2B	Roslyn	M5-5-7	M5-5-6	329.6	12	RCP	H2S damage throughout; Long. Fracture @ 141'-150'. Reversal needed due to roots	None	203	0	4	\$ 14,180.00
MEDIUM	4.0	2.0	807	2B	Roslyn	M5-5-2	M5-5-1	37.0	21	RCP	Moderate H2S damage throughout	FCIPP	37	0	0	\$ 3,515.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	4.0	2.2	805	2B	Roslyn	M5-5-1	M5-5	396.0	24	RCP	Moderate H2S damage throughout	FCIPP	396	0	9	\$ 48,060.00
MEDIUM	3.8	2.0	1586	2B	Hampton	M4-4A	M4-4	57.0	15	RCP	Moderate H2S damage throughout	FCIPP	57	0	1	\$ 4,205.00
MEDIUM	3.6	1.8	1587	2B	Hampton	M4-4	M4-3A	228.0	18	RCP	Long. Fractures throughout	FCIPP	228	0	4	\$ 19,100.00
MEDIUM	3.6	1.9	718	2B	Hampton	M4-2	M4-1	316.0	21	RCP	Moderate H2S damage throughout; Long. Fracture throughout; Hole in channel in DS MH	FCIPP	316	0	4	\$ 32,020.00
MEDIUM	2.9	2.0	720	2B	Hampton	M5-4C	M4	319.0	10	RCP	Mult Fracture @ 3'	FCIPP	319	0	4	\$ 16,355.00
MEDIUM	3.0	3.0	953	2B	Marter	M5-8	M5-7	44.0	21	RCP	Surface Damage - Aggregate Visible	FCIPP	44	0	0	\$ 4,180.00
MEDIUM	3.0	2.0	294	2B	Marter	M5-7	M5-6	131.0	36	RCP	H2S damage throughout	FCIPP	131	0	1	\$ 20,150.00
MEDIUM	3.0	2.0	1338	2B	Marter	M5-6	M5-5	359.0	36	RCP	H2S damage throughout; Long. Fracture @ 76'-117'	FCIPP	359	1	2	\$ 55,350.00
MEDIUM	3.0	2.0	1337	2B	Marter	M5-5	M5-4	335.0	42	RCP	H2S damage throughout	FCIPP	335	0	0	\$ 50,250.00
MEDIUM	3.0	2.0	1333	2B	Marter	M5-4	M5-3	213.0	42	RCP	H2S damage throughout	FCIPP	213	0	0	\$ 31,950.00
MEDIUM	3.0	2.0	1589	2C	Marter	M6-1-1	M6-1-1A	79.0	36	RCP	H2S damage throughout	FCIPP	79	0	2	\$ 12,850.00
MEDIUM	3.0	2.1	1332	2C	Marter	M6-1-1	M5-3	285.0	36	RCP	H2S damage throughout	FCIPP	285	0	6	\$ 45,750.00
MEDIUM	3.0	2.2	686	2C	Hawthorne	M5-1-2-9	M5-1-2-8	203.0	21	RCP	H2S damage throughout	FCIPP	203	0	5	\$ 21,785.00
MEDIUM	3.0	2.1	685	2C	Hawthorne	M5-1-2-8	M5-1-2-7	261.0	21	RCP	H2S damage throughout	FCIPP	261	0	6	\$ 27,795.00
MEDIUM	3.0	2.2	684	2C	Hawthorne	M5-1-2-7	M5-1-2-6	228.0	24	RCP	H2S damage throughout	FCIPP	228	0	8	\$ 29,080.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	3.0	2.1	683	2C	Hawthorne	M5-1-2-6	M5-1-2-5	211.0	24	RCP	H2S damage throughout	FCIPP	211	0	6	\$ 26,210.00
MEDIUM	3.0	2.1	1348	2C	Hawthorne	M5-1-2-5	M5-1-2-4	339.0	30	RCP	H2S damage throughout; Lift Holes throughout	FCIPP	339	0	10	\$ 45,680.00
MEDIUM	3.0	2.0	1347	2C	Hawthorne	M5-1-2-4	M5-1-2-3	227.0	30	RCP	H2S damage throughout; Lift Holes throughout	FCIPP	227	0	7	\$ 30,740.00
MEDIUM	3.1	2.3	1346	2C	Hawthorne	M5-1-2-3	M5-1-2-2	211.0	30	RCP	H2S damage throughout; Lift Holes throughout	FCIPP	211	0	7	\$ 28,820.00
MEDIUM	2.7	2.1	1345	2C	Hawthorne	M5-1-2-2	M5-1-2-1	196.0	36	RCP	H2S damage throughout; Long. Crack @ 134'-196'	FCIPP	196	0	7	\$ 32,900.00
MEDIUM	2.9	2.1	1342	2C	Hawthorne	M5-1-2-1	M5-1-2	269.0	36	RCP	H2S damage throughout; Long. Crack @ 252'-269'	FCIPP	269	0	5	\$ 42,850.00
MEDIUM	3.8	1.9	1152	2C	Wedgewood	M5-1-4-7-2	M5-1-4-7-2A	163.0	10	RCP	H2S damage throughout	FCIPP	163	0	3	\$ 8,835.00
MEDIUM	3.0	2.0	1641	2C	Wedgewood	M5-1-4-7-1	M5-1-4-7-2	13.0	12	RCP	H2S damage throughout; Long. Fracture @ 8'	FCIPP	13	0	0	\$ 780.00
MEDIUM	3.9	1.5	1627	2C	Wedgewood	M5-1-4-7-1	M5-1-4-7	139.0	12	RCP	H2S damage throughout	FCIPP	139	0	0	\$ 8,340.00
MEDIUM	4.0	1.0	654	2C	Anita	M5-1-4-7	M5-1-4-6A	35.0	27	RCP	H2S damage throughout	FCIPP	35	0	0	\$ 4,200.00
MEDIUM	4.0	1.7	653	2C	Anita	M5-1-4-6A	M5-1-4-6	328.0	27	RCP	H2S damage throughout	FCIPP	328	1	10	\$ 44,860.00
MEDIUM	3.9	1.9	652	2C	Anita	M5-1-4-6	M5-1-4-5	393.0	27	RCP	H2S damage throughout; Long. Fracture @ 264'-345'	FCIPP	393	0	14	\$ 54,160.00
MEDIUM	3.0	2.3	651	2C	Anita	M5-1-4-5	M5-1-4-4	342.0	30	RCP	H2S damage throughout; Reversal needed due to roots at joint @ 254'. Reversal: Reached point of previous inspection	FCIPP	342	0	12	\$ 47,040.00
MEDIUM	2.7	2.0	1349	2C	Anita	M5-1-4-4	M5-1-4-3	353.0	30	RCP	H2S damage throughout	FCIPP	353	0	14	\$ 49,360.00
MEDIUM	3.0	2.1	1350	2C	Anita	M5-1-4-3	M5-1-4-2	349.0	30	RCP	H2S damage throughout	FCIPP	349	1	13	\$ 48,880.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	3.0	2.0	1351	2C	Anita	M5-1-4-2	M5-1-4-1	264.0	30	RCP	H2S damage throughout	FCIPP	264	1	9	\$ 36,680.00
MEDIUM	3.0	2.1	1354	2B	Marter	M5-1-5	M5-1-6	117.0	30	RCP	H2S damage throughout	FCIPP	117	0	0	\$ 14,040.00
MEDIUM	3.0	2.0	1353	2B	Marter	M5-1-5	M5-1-4	353.0	30	RCP	H2S damage throughout	FCIPP	353	0	2	\$ 43,360.00
MEDIUM	3.0	2.0	1344	2B	Marter	M5-1-4	M5-1-3	329.0	36	RCP	H2S damage throughout	FCIPP	329	0	3	\$ 50,850.00
MEDIUM	3.0	2.0	1343	2C	Marter	M5-1-3	M5-1-2	30.0	42	RCP	H2S damage throughout	FCIPP	30	0	0	\$ 4,500.00
MEDIUM	3.0	2.1	1341	2C	Marter	M5-1-2	M5-1-1	292.0	42	RCP	H2S damage throughout	FCIPP	292	1	1	\$ 44,800.00
MEDIUM	3.0	2.0	1334	2B	Marter	M5-3	M5-2	41.0	48	RCP	H2S damage throughout	FCIPP	41	0	0	\$ 7,175.00
MEDIUM	2.9	2.0	12	2C	Lee Ct	M7-11-2	M7-11-1	98.0	12	RCP	Surface Damage - Aggregate Visible	FCIPP	98	0	0	\$ 5,880.00
MEDIUM	3.0	2.1	13	2C	Vernier	M7-11-1A	M7-11-1	88.0	12	RCP	H2S damage throughout; Drop Connection @ 86'	FCIPP	88	0	3	\$ 6,780.00
MEDIUM	3.0	2.1	10	2C	Vernier	M7-11-1	M7-11	138.0	12	RCP	H2S damage throughout	FCIPP	138	0	1	\$ 8,780.00
MEDIUM	2.9	2.0	1158	2C	Lochmoor	M7-10B-1	M7-10B	65.0	15	RCP	H2S damage throughout	FCIPP	65	0	0	\$ 4,225.00
MEDIUM	3.0	2.1	9	2C	Christine	M7-8-2	M7-8-1	183.0	12	RCP	H2S damage throughout	FCIPP	183	0	7	\$ 14,480.00
MEDIUM	3.0	2.3	8	2C	Christine	M7-8-1	M7-8	158.0	12	RCP	H2S damage throughout	FCIPP	158	0	1	\$ 9,980.00
MEDIUM	3.0	2.0	4	2C	Young	M7-3-2	M7-3-3	161.0	12	RCP	H2S damage throughout; Long. Fracture @ 143'-151'	FCIPP	161	1	4	\$ 12,160.00
MEDIUM	3.0	3.0	5	2C	Young	M7-3-2-1	M7-3-2	54.0	12	RCP	H2S damage throughout	FCIPP	54	0	1	\$ 3,740.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	3.0	2.0	2	2C	Wendy	M7-3-1A	M7-3-1	54.0	12	RCP	H2S damage throughout	FCIPP	54	0	0	\$ 3,240.00
MEDIUM	3.0	2.0	7	2C	Wendy	M7-3-1	M7-3	167.0	12	RCP	H2S damage throughout	FCIPP	167	0	0	\$ 10,020.00
MEDIUM	3.0	2.0	1648	2C	Vernier	M7-12	M7-11A	19.0	30	RCP	H2S damage throughout	FCIPP	19	0	0	\$ 2,280.00
MEDIUM	3.0	2.0	1367	2C	Vernier	M7-11A	M7-11	288.0	30	RCP	H2S damage throughout; Asphalt in invert @ 0'-13'	FCIPP	288	0	2	\$ 35,560.00
MEDIUM	3.0	1.0	10929	2C	Vernier	M7-11	M7-10D	24.0	30	RCP	H2S damage throughout	FCIPP	24	0	0	\$ 2,880.00
MEDIUM	3.0	2.0	10928	2C	Vernier	M7-11A	M7-10C	36.0	30	RCP	H2S damage throughout	FCIPP	36	0	1	\$ 4,820.00
MEDIUM	3.0	2.0	1366	2C	Vernier	M7-10C	M7-10B	200.0	30	RCP	H2S damage throughout	FCIPP	200	0	1	\$ 24,500.00
MEDIUM	3.0	2.0	1365	2C	Vernier	M7-10B	M7-10A	52.0	30	RCP	H2S damage throughout	FCIPP	52	0	2	\$ 7,240.00
MEDIUM	3.0	2.1	1364	2C	Vernier	M7-10A	M7-8	139.0	30	RCP	H2S damage throughout	FCIPP	139	0	3	\$ 18,180.00
MEDIUM	3.0	2.0	1363	2C	Vernier	M7-8	M7-7A	77.0	30	RCP	H2S damage throughout	FCIPP	77	0	0	\$ 9,240.00
MEDIUM	3.0	1.0	1657	2C	Vernier	M7-7	M7-7A	10.0	30	RCP	H2S damage throughout	FCIPP	10	0	0	\$ 1,200.00
MEDIUM	3.0	2.0	1362	2C	Vernier	M7-7	M7-6	199.0	30	RCP	H2S damage throughout	FCIPP	199	0	0	\$ 23,880.00
MEDIUM	3.0	2.1	1361	2C	Vernier	M7-6	M7-5	127.0	30	RCP	H2S damage throughout	FCIPP	127	0	1	\$ 15,740.00
MEDIUM	3.0	1.0	1658	2C	Vernier	M7-5	M7-5A	73.0	30	RCP	H2S damage throughout	FCIPP	73	0	0	\$ 8,760.00
MEDIUM	3.0	2.0	1360	2C	Vernier	M7-5A	M7-4	323.0	30	RCP	H2S damage throughout	FCIPP	323	0	1	\$ 39,260.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	3.0	2.0	1359	2C	Vernier	M7-4	M7-3	196.0	30	RCP	H2S damage throughout	FCIPP	196	0	1	\$ 24,020.00
MEDIUM	3.0	2.0	1358	2C	Vernier	M7-2	M7-3	151.0	30	RCP	H2S damage throughout	FCIPP	151	0	1	\$ 18,620.00
MEDIUM	3.0	2.0	882	3A	Westbrook	M2-4-5-2	M2-4-5-1	63.0	12	RCP	H2S damage throughout	FCIPP	63	0	3	\$ 5,280.00
MEDIUM	3.0	2.2	874	3A	Westbrook	M2-4-5-1	M2-4-5	223.0	12	RCP	H2S damage throughout; Lateral @ 150' possibly capped	FCIPP	223	0	4	\$ 15,380.00
MEDIUM	2.9	2.2	881	3A	Centerbrook	M2-4-3-1	M2-4-3-2	90.0	12	RCP	H2S damage throughout; US MH buried, survey abandoned approx 15' short due to deposits from lateral	FCIPP	106	0	5	\$ 8,860.00
MEDIUM	2.9	2.1	880	3A	Eastbrook	M2-4-2-2	M2-4-2-1	203.0	12	RCP	H2S damage throughout	FCIPP	203	0	9	\$ 16,680.00
MEDIUM	2.8	2.0	878	3A	Yorktown	M2-4-9	M2-4-8	182.0	15	RCP	H2S damage throughout; Long. Crack @ 19'-67'	FCIPP	182	0	5	\$ 14,330.00
MEDIUM	3.0	2.0	877	3A	Yorktown	M2-4-8	M2-4-7	174.0	15	RCP	H2S damage throughout	FCIPP	174	0	5	\$ 13,810.00
MEDIUM	3.0	2.0	876	3A	Yorktown	M2-4-7	M2-4-6	154.0	21	RCP	H2S damage throughout	FCIPP	154	0	5	\$ 17,130.00
MEDIUM	3.0	2.0	868	3A	Yorktown	M2-4-6	M2-4-5	175.0	21	RCP	H2S damage throughout	FCIPP	175	0	5	\$ 19,125.00
MEDIUM	3.0	2.0	875	3A	Yorktown	M2-4-5	M2-4-4	158.0	24	RCP	H2S damage throughout	FCIPP	158	0	3	\$ 18,880.00
MEDIUM	3.0	2.0	873	3A	Yorktown	M2-4-4	M2-4-3	106.0	24	RCP	H2S damage throughout	FCIPP	106	0	3	\$ 13,160.00
MEDIUM	3.0	2.1	872	3A	Yorktown	M2-4-3	M2-4-2	284.0	24	RCP	H2S damage throughout	FCIPP	284	0	6	\$ 34,240.00
MEDIUM	3.0	2.0	871	3A	Yorktown	M2-4-2	M2-4-1	145.0	27	RCP	H2S damage throughout	FCIPP	145	0	2	\$ 18,400.00
MEDIUM	3.0	2.0	866	3A	Edmunton	M2-7-3	M2-7-2	111.0	12	RCP	H2S damage throughout; Long. Crack @ 94'	FCIPP	111	0	0	\$ 6,660.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	2.9	2.0	867	3A	Edmunton	M2-7-2	M2-7-1	330.0	12	RCP	H2S damage throughout	FCIPP	330	0	9	\$ 24,300.00
MEDIUM	3.0	2.1	865	3A	Edmunton	M2-7-1	M2-7	378.0	15	RCP	H2S damage throughout	FCIPP	378	4	10	\$ 31,570.00
MEDIUM	3.0	2.0	1310	3A	Marter	M2-4-1	M2-4	215.0	30	RCP	H2S damage throughout; Lift Holes throughout	FCIPP	215	0	0	\$ 25,800.00
MEDIUM	2.8	2.2	1045	3A	Goethe	M2-12A	M2-12	302.0	12	RCP	H2S damage throughout	FCIPP	302	0	0	\$ 18,120.00
MEDIUM	3.0	2.2	890	3A	Blairmoor Ct	M2-8-1	M2-8	262.0	15	RCP	H2S damage throughout	FCIPP	262	1	8	\$ 21,530.00
MEDIUM	2.6	2.0	888	3A	Blairmoor Ct	M2-8-2	M2-1-5	227.0	12	RCP	H2S damage throughout; Long. Crack @ 18'-121'	FCIPP	227	0	9	\$ 18,120.00
MEDIUM	2.8	2.0	887	3A	Blairmoor Ct	M2-1-5	M2-1-4	228.0	12	RCP	H2S damage throughout; Cir Fracture @ 225'	FCIPP	228	0	6	\$ 16,680.00
MEDIUM	3.2	1.0	963	3A	Aline	G15-1	G15	47.0	10	RCP	H2S damage throughout; Broken Soil Visible @ 44'	FCIPP	47	0	0	\$ 2,115.00
MEDIUM	3.0	1.7	854	3A	Aline	G15-1	G14-1	324.0	8	RCP	H2S damage throughout; Long. Fracture @ 314'; Cir Fracture @ 321'	FCIPP	324	0	6	\$ 17,580.00
MEDIUM	2.9	1.3	851	3A	Aline	G14-1	G14	47.0	8	RCP	H2S damage throughout; Cir Fracture @ 45'	FCIPP	47	0	0	\$ 2,115.00
MEDIUM	2.7	2.0	853	3A	Aline	G14-1	G13-1	301.0	8	RCP	H2S damage throughout majority of line; Hinge Fracture 2 @ 3'-22'; Long. Fracture @ 27'-50'	FCIPP	301	0	6	\$ 16,545.00
MEDIUM	2.9	1.9	850	3A	Aline	G13-2	G13-1	116.0	8	RCP	H2S damage throughout; Long. Fracture throughout	FCIPP	116	0	3	\$ 6,720.00
MEDIUM	2.7	1.0	297	3A	Aline	G13-1	G13	45.0	8	RCP	H2S damage throughout; Misc Fractures throughout	FCIPP	45	0	0	\$ 2,025.00
MEDIUM	3.0	2.2	843	3A	Aline	G14	G13	303.0	18	RCP	H2S damage throughout; Long. Crack @ 48'-58'	FCIPP	303	0	6	\$ 25,725.00
MEDIUM	2.9	2.2	842	3A	Aline	G13	G12	159.0	18	RCP	H2S damage throughout; Long. Crack @ 150'-159'	FCIPP	159	0	3	\$ 13,425.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	3.0	2.0	958	3A	Aline	M5-10-2	M5-9	45.0	10	RCP	Surface Damage - Aggregate Visible	FCIPP	45	0	0	\$ 2,025.00
MEDIUM	3.0	2.0	1028	3A	Brys	G11-3	G11-4	177.0	15	RCP	H2S damage throughout	FCIPP	177	0	8	\$ 15,505.00
MEDIUM	3.0	2.0	644	3A	Brys	G11-3	G11-2	331.0	15	RCP	H2S damage throughout	FCIPP	331	0	16	\$ 29,515.00
MEDIUM	3.0	2.5	643	3A	Brys	G11-2	G11-1	373.0	18	RCP	H2S damage throughout	FCIPP	373	6	19	\$ 40,475.00
MEDIUM	3.0	2.3	642	3A	Brys	G11-1	G11	150.0	18	RCP	H2S damage throughout	FCIPP	150	0	5	\$ 13,750.00
MEDIUM	3.0	2.0	609	3B	Roslyn	M5-5E	M5-5D	201.0	24	RCP	Surface damage - Aggregate visible T/O	FCIPP	201	0	10	\$ 27,110.00
MEDIUM	3.0	2.0	608	3B	Roslyn	M5-5D	M5-5A	164.0	24	RCP	Surface damage - Aggregate visible T/O	FCIPP	164	0	0	\$ 18,040.00
MEDIUM	3.0	2.0	611	3B	Alley (Roslyn/Hollywood)	G9-9	G9-8	145.0	12	RCP	H2S damage throughout; Hole @ 88'	FCIPP	145	0	6	\$ 11,700.00
MEDIUM	3.0	2.0	1206	3B	Alley (Roslyn/Hollywood)	G9-8	G9-7	171.0	12	RCP	H2S damage throughout; Long. Fracture @ 166'	FCIPP	171	0	6	\$ 13,260.00
MEDIUM	3.0	2.0	632	3B	Alley (Roslyn/Hollywood)	G9-7	MA8-5	51.0	18	RCP	H2S damage throughout	FCIPP	51	0	0	\$ 3,825.00
MEDIUM	3.0	2.0	631	3B	Alley (Roslyn/Hollywood)	MA8-5	MA8-4	156.0	18	RCP	H2S damage throughout	FCIPP	156	0	5	\$ 14,200.00
MEDIUM	3.0	2.0	634	3B	Alley (Roslyn/Hollywood)	MA8-4	MA8-3	43.0	18	RCP	H2S damage throughout	FCIPP	43	0	0	\$ 3,225.00
MEDIUM	3.0	2.0	633	3B	Alley (Roslyn/Hollywood)	MA8-3	MA8-2	110.0	18	RCP	H2S damage throughout; Drop Connection @ 106'	FCIPP	110	0	1	\$ 8,750.00
MEDIUM	3.0	2.0	1614	3B	Alley (Roslyn/Hollywood)	G9-5B	G9-5A	160.0	12	RCP	H2S damage throughout; Cir Fracture @ 2'	FCIPP	160	0	5	\$ 12,100.00
MEDIUM	3.0	1.0	625	3B	Hampton	M5-4-4	M5-4-3	212.0	24	RCP	H2S damage throughout	FCIPP	212	0	8	\$ 27,320.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	3.0	1.0	1211	3B	Hampton	M5-4-3	M5-4-2	10.0	24	RCP	H2S damage throughout	FCIPP	10	0	0	\$ 1,100.00
MEDIUM	3.0	1.0	967	3B	Hollywood	G8-1A	G8	25.0	12	RCP	H2S damage throughout	FCIPP	25	0	0	\$ 1,500.00
MEDIUM	3.0	5.0	650	3B	Anita	M5-1-4A	M5-1-4	330.0	21	RCP	Moderate H2S damage throughout	Dig Lateral @ 192', 194', Dig lat at 277'-277' dig done in 0160-0413 (CRITICAL); FCIPP (MED)	330	0	18	\$ 40,350.00
MEDIUM	3.0	2.8	593	3B	Wicks	M5-1-5-4	M5-1-5-5	123.0	12	RCP	Surface Damage - Aggregate Visible, Long. Fracture(11'-123')	FCIPP	123	0	3	\$ 8,880.00
MEDIUM	3.0	1.0	291	3B	Charlevoix	M5-1-5-4A	M5-1-5-4	166.0	12	RCP	H2S damage throughout; Long. Fracture @ 49'	FCIPP	166	0	3	\$ 11,460.00
MEDIUM	3.0	1.9	293	3B	Wicks	M5-1-5-2A	M5-1-5-2	52.0	12	RCP	Surface Damage - Aggregate Visible	FCIPP	52	0	0	\$ 3,120.00
MEDIUM	3.0	2.0	900	3B	Charlevoix	C4	C3	8.0	33	RCP	Surface Damage - Aggregate Visible	FCIPP	8	0	0	\$ 1,200.00
MEDIUM	3.0	2.0	1214	3B	Charlevoix	C3	C2	337.0	32	RCP	H2S damage throughout	FCIPP	337	0	1	\$ 500.00
MEDIUM	3.0	2.0	901	3B	Charlevoix	C2	C1	329.0	36	RCP	H2S damage throughout	FCIPP	329	0	0	\$ 49,350.00
MEDIUM	3.0	1.0	1209	3B	Charlevoix	C1-1A	C1-1	10.0	18	RCP	H2S damage throughout	FCIPP	10	0	0	\$ 750.00
MEDIUM	3.0	2.0	679	3B	Charlevoix	C1-1	C1	332.0	24	RCP	H2S damage throughout; Drop connection @ 328'	FCIPP	332	1	2	\$ 38,020.00
MEDIUM	3.0	2.0	669	3B	Goethe	G8-3	G8-2	163.0	18	RCP	H2S damage throughout; Long. Fracture @ 152', 154'	FCIPP	163	0	0	\$ 12,225.00
MEDIUM	3.0	2.0	670	3B	Goethe	G8-2	G8-1	305.0	21	RCP	H2S damage throughout	FCIPP	305	0	1	\$ 29,475.00
MEDIUM	3.0	1.0	1675	7A	Chalfonte	GP3-2-5	GP3-2-4	127.0	24	RCP	H2S damage throughout	FCIPP	127	0	0	\$ 13,970.00
MEDIUM	3.0	2.0	169	7A	Chalfonte	GP3-2-4	GP3-2-3	21.0	24	RCP	H2S damage throughout	FCIPP	21	0	0	\$ 2,310.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	3.0	2.0	168	7A	Chalfonte	GP3-2-2	GP3-2-3	102.0	24	RCP	H2S damage throughout; Brick Patch @ 10'	FCIPP	102	0	1	\$ 11,720.00
MEDIUM	3.0	1.0	170	7A	Chalfonte	GP3-2-2	GP3-2-1	26.0	24	RCP	H2S damage throughout	FCIPP	26	0	0	\$ 2,860.00
MEDIUM	3.0	2.3	31	8A	Coventry	M8-22	M8-21	106.0	15	RCP	Surface Damage - Aggregate Visible	FCIPP	106	0	5	\$ 9,390.00
MEDIUM	3.0	2.0	1022	8B	N Renaud	M11-7-1-5	M11-7-1-4	218.0	12	RCP	H2S damage throughout	FCIPP	218	0	0	\$ 13,080.00
MEDIUM	3.0	2.0	454	8B	N Renaud	M11-7-1-4	M11-7-1-3	153.0	15	RCP	M11-7-1-3 is buried. H2S damage throughout; Long. Fracture @ 139', 142'	FCIPP	153	0	2	\$ 10,945.00
MEDIUM	3.0	2.0	455	8B	N Renaud	M11-7-1-3	M11-7-1-2	114.0	15	RCP	H2S damage throughout; Pieces of sewer snake throughout	FCIPP	114	0	3	\$ 8,910.00
MEDIUM	3.0	1.9	456	8B	N Renaud	M11-7-1-2	M11-7-1-1	327.0	15	RCP	H2S damage throughout	FCIPP	327	0	6	\$ 24,255.00
MEDIUM	3.0	2.0	470	8B	N Renaud	M13-10	M13-9	241.0	21	RCP	H2S damage throughout	FCIPP	241	0	8	\$ 26,895.00
MEDIUM	3.0	2.0	473	8B	N Renaud	M13-8	M13-9	25.0	21	RCP	H2S damage throughout	FCIPP	25	0	0	\$ 2,375.00
MEDIUM	3.0	2.0	472	8B	N Renaud	M13-8	M13-7	40.0	24	RCP	H2S damage throughout; Long. Crack throughout	FCIPP	40	0	0	\$ 4,400.00
MEDIUM	3.0	2.0	471	8B	N Renaud	M13-7	M13-6	239.0	24	RCP	H2S damage throughout; Long. Crack @ 11'-35'	FCIPP	239	0	7	\$ 29,790.00
MEDIUM	3.0	2.0	1592	8B	N Renaud	M13-6	M13-5	248.0	24	RCP	H2S damage throughout; Long. Crack @ 110'-144'	FCIPP	248	0	10	\$ 32,280.00
MEDIUM	3.0	2.0	1593	8B	N Renaud	M13-5	M13-4	249.0	24	RCP	H2S damage throughout	FCIPP	249	0	10	\$ 32,390.00
MEDIUM	3.0	2.5	474	8B	N Renaud	M13-4	M13-3	169.0	24	RCP	H2S damage throughout	FCIPP	169	0	4	\$ 20,590.00
MEDIUM	3.0	2.0	468	8B	N Renaud	M13-3	M13-2	334.0	27	RCP	H2S damage throughout	FCIPP	334	0	8	\$ 44,080.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	3.0	2.0	SW490	6A	Mack	M14-10A	M14-10	78.0	12	RCP	Surface Damage Aggregate Visible T/O, Long. Crack(69')	FCIPP	78	0	0	\$ 4,680.00
MEDIUM	3.0	2.0	SW487	6A	S Renaud	M14-8	M14-7	295.0	21	RCP	Surface Damage Aggregate Visible T/O	FCIPP	295	0	9	\$ 32,525.00
MEDIUM	3.0	2.0	SW486	6A	S Renaud	M14-7	M14-6	294.0	21	RCP	Surface Damage Aggregate Visible T/O, Hinge Fracture(134')	FCIPP	294	0	7	\$ 31,430.00
MEDIUM	3.0	2.0	SW485	6A	S Renaud	M14-6	M14-5	299.0	24	RCP	Surface Damage Aggregate Visible T/O	FCIPP	299	0	10	\$ 37,890.00
MEDIUM	3.0	2.0	SW484	6A	S Renaud	M14-5	M14-4	346.0	24	RCP	Surface Damage Aggregate Visible T/O, Lt MD at select joints T/O	FCIPP	346	0	9	\$ 42,560.00
MEDIUM	3.0	2.0	SW483	6A	N Renaud	M14-2-8	M14-8	227.0	12	RCP	Surface Damage Aggregate Visible T/O, Med OS joint(122', 126')	FCIPP	227	0	4	\$ 15,620.00
MEDIUM	3.0	2.0	SW482	6A	N Renaud	M14-2-8	M14-2-7	105.0	15	RCP	Surface Damage Aggregate Visible T/O, Long. Fracture(17', 20'-90'), Lt MD at joints(3'-20')	FCIPP	105	0	3	\$ 8,325.00
MEDIUM	3.0	2.0	SW210	6A	N Renaud	M14-2-7	M14-2-6	293.0	18	RCP	Surface Damage Aggregate Visible T/O, Long. Crack(11')	FCIPP	293	0	10	\$ 26,975.00
MEDIUM	3.0	2.0	SW211	6A	N Renaud	M14-2-6	M14-2-5	302.0	18	RCP	Surface Damage Aggregate Visible(243'-302'), Long. Fracture(290', 293'-302')	FCIPP	302	3	10	\$ 29,150.00
MEDIUM	3.0	2.5	SW479	6A	N Renaud	M14-2-5	M14-2-4	296.0	21	RCP	Surface Damage Aggregate Visible T/O, Long. Fracture(221'-296')	FCIPP	296	0	8	\$ 32,120.00
MEDIUM	3.0	2.0	SW481	6A	N Renaud	M14-2-4	M14-2-3	304.0	21	RCP	Surface Damage Aggregate Visible T/O	FCIPP	304	0	7	\$ 32,380.00
MEDIUM	3.0	2.0	SW513	6A	Sunningdale	M9-7	M9-6	422.0	18	RCP	Surface Damage-aggregate visible T/O, Long. Crack(233')	FCIPP	422	0	6	\$ 34,650.00
MEDIUM	3.0	2.0	SW514	6A	Sunningdale	M9-6	M9-5	450.0	24	RCP	Surface Damage-aggregate visible T/O	FCIPP	450	1	4	\$ 52,000.00
MEDIUM	3.0	2.0	SW515	6A	Sunningdale	M9-5	M9-4	172.0	27	RCP	Surface Damage-aggregate visible T/O, Lt MD at select joints T/O	FCIPP	172	0	1	\$ 21,140.00
MEDIUM	3.0	1.0	SW12058	6B	Oxford	M17-1-4	M17-1-3A	40.0	24	RCP	Surface Damage-aggregate visible T/O	FCIPP	40	0	2	\$ 5,400.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	3.1	2.0	SW271	6B	Oxford	M17-1-3A	M17-1-3	158.0	24	RCP	Surface Damage-aggregate visible T/O, Broken pipe(111')	FCIPP	158	0	5	\$ 19,880.00
MEDIUM	3.0	2.0	SW12059	6B	Oxford	M17-1-3	M17-1-2A	149.0	24	RCP	Surface Damage-aggregate visible T/O	FCIPP	149	0	4	\$ 18,390.00
MEDIUM	3.0	2.0	SW431	6B	Oxford	M17-1-2A	M17-1-2	216.0	24	RCP	Surface Damage-aggregate visible T/O	FCIPP	216	0	10	\$ 28,760.00
MEDIUM	3.0	2.0	SW428	6B	N Oxford	M17-5	M17-4A	116.0	21	RCP	MH 4A found, Surface damage aggregate visible T/O	FCIPP	116	0	3	\$ 12,520.00
MEDIUM	3.0	2.0	SW428A	6B	N Oxford	M17-4A	M17-4	305.0	21	RCP	Surface Damage-aggregate visible T/O	FCIPP	305	0	10	\$ 33,975.00
MEDIUM	3.0	2.0	SW429	6B	N Oxford	M17-4	M17-3A	404.0	24	RCP	Surface Damage-aggregate visible T/O, Long. Fracture(283', 334')	FCIPP	404	0	14	\$ 51,440.00
MEDIUM	3.0	2.0	SW12057	6B	N Oxford	M17-3A	M17-3	43.0	24	RCP	Surface Damage-aggregate visible T/O	FCIPP	43	0	1	\$ 5,230.00
MEDIUM	3.0	3.0	SW430	6B	N Oxford	M17-3	M17-2	400.0	27	RCP	Surface Damage-aggregate visible T/O, Hvy roots blocking mainline(230'), Runners at joints(336', 340')	FCIPP	400	0	19	\$ 57,500.00
MEDIUM	3.0	2.0	SW480	6B	N Renaud	M14-2-2	M14-2-3	392.0	21	RCP	Surface Damage Aggregate Visible T/O	FCIPP	392	0	12	\$ 43,240.00
MEDIUM	3.0	2.0	SW478	6B	N Renaud	M14-2-2	M14-2-1	63.0	21	RCP	Surface Damage Aggregate Visible T/O	FCIPP	63	0	1	\$ 6,485.00
MEDIUM	3.0	2.0	SW475	6B	N Renaud	M14-2-1	M14-2	215.0	21	RCP	Surface Damage Aggregate Visible T/O, Heavy Roots at joint(1')	FCIPP	215	0	4	\$ 22,425.00
MEDIUM	3.0	2.0	SW476	6B	S Renaud	M14-3	M14-2	142.0	27	RCP	Surface Damage Aggregate Visible T/O	FCIPP	142	0	5	\$ 19,540.00
MEDIUM	3.0	2.0	SW921	6B	S Renaud	M14-2	M14-1	120.0	33	RCP	Surface Damage Aggregate Visible T/O, Lt MD at joints(58', 98')	FCIPP	120	0	1	\$ 18,500.00
MEDIUM	3.0	3.0	SW922	6B	S Renaud	M14-1	M14	60.0	33	RCP	Surface Damage Aggregate Visible T/O, Lt Roots at joints(4', 8', 13')	FCIPP	60	0	1	\$ 9,500.00
MEDIUM	3.0	1.0	SW923	6B	S Renaud	M14	Blind Tap South	20.0	33	RCP	Surface Damage Aggregate Visible T/O	FCIPP	20	0	0	\$ 3,000.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	3.0	2.0	SW464	6B	S Renaud	M13-2-4	M13-2-3	233.0	24	RCP	Surface Damage Aggregate Visible T/O, Long. Crack(13'-79')	FCIPP	233	0	8	\$ 29,630.00
MEDIUM	3.0	2.0	SW466	6B	S Renaud	M13-2-3	M13-2-2	250.0	24	RCP	Surface Damage Aggregate Visible T/O, Long. Crack(53'-189')	FCIPP	250	0	10	\$ 32,500.00
MEDIUM	3.0	2.0	SW465	6B	S Renaud	M13-2-2	M13-2-1	249.0	24	RCP	Surface Damage Aggregate Visible T/O, Long. Crack(134'-249')	FCIPP	249	0	10	\$ 32,390.00
MEDIUM	3.0	2.0	SW467	6B	S Renaud	M13-2-1	M13-2A	162.0	21	RCP	Surface Damage Aggregate Visible T/O, Long. Crack(54', 139')	FCIPP	162	0	4	\$ 17,390.00
MEDIUM	3.0	2.0	SW1169	6B	S Renaud	M13-2A	M13-2	157.0	21	RCP	Surface Damage Aggregate Visible T/O, Long. Crack(19'-157')	FCIPP	157	0	3	\$ 16,415.00
MEDIUM	3.0	2.0	SW1012	6B	Sunningdale	M9-4	M9-3	126.0	27	RCP	Surface Damage aggregate visible T/O, Lt MD at select joints T/O	FCIPP	126	0	0	\$ 15,120.00
MEDIUM	3.0	2.0	SW1113	6B	Sunningdale	M9-3	M9-2	299.0	30	RCP	Surface Damage aggregate visible T/O, Lt MD at select joints T/O, Alignment change(62', 98')	FCIPP	299	0	3	\$ 37,380.00
MEDIUM	3.0	2.0	SW1114	6B	Sunningdale	M9-2	M9-1	273.0	30	RCP	Surface Damage aggregate visible T/O, Lt MD at joints T/O	FCIPP	273	1	3	\$ 34,760.00
MEDIUM	3.0	2.0	SW933	6B	Oxford	M17-1-6	M17-1-5A	87.0	18	RCP	Surface Damage aggregate visible T/O	FCIPP	87	0	4	\$ 8,525.00
MEDIUM	3.0	2.0	SW433	6B	Oxford	M17-1-5A	M17-1-5	280.0	21	RCP	Surface Damage aggregate visible T/O, Long Crack(123')	FCIPP	280	0	9	\$ 31,100.00
MEDIUM	3.0	2.0	SW954	6B	Oxford	M17-1-5	M17-1-4	150.0	21	RCP	Surface Damage aggregate visible T/O, Long. Fracture(111', 114'-150')	FCIPP	150	0	8	\$ 18,250.00
MEDIUM	3.0	2.0	SW445	8B	S Renaud	M11-7-2-5	M11-7-1-4	212.0	12	RCP	Surface Damage Aggregate Visible, Lt Roots at select joints	FCIPP	212	0	2	\$ 13,720.00
MEDIUM	3.0	2.2	SW446	8B	S Renaud	M11-7-2-5	M11-7-2-4	51.1	15	RCP	Surface Damage Aggregate Visible, Long. Crack(3'-30')	FCIPP	51.1	0	2	\$ 4,321.50
MEDIUM	3.0	2.0	SW441	8B	S Renaud	M11-7-2-4	M11-7-2-3	351.0	15	RCP	Surface Damage Aggregate Visible, Lt MD at select joints	FCIPP	351	0	8	\$ 26,815.00
MEDIUM	3.0	2.0	SW444	8B	S Renaud	M11-7-2-3	M11-7-2-2	76.0	15	RCP	Surface Damage Aggregate Visible, Lt MD at select joints T/O	FCIPP	76	0	1	\$ 5,440.00

**CITY OF GROSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	3.0	2.0	SW443	8B	S Renaud	M11-7-2-2	M11-7-2-1	43.0	15	RCP	Surface Damage Aggregate Visible, Lt MD at select joints T/O	FCIPP	43	0	0	\$ 2,795.00
MEDIUM	3.0	2.0	SW442	8B	S Renaud	M11-7-2-1	M11-7-2	21.0	15	RCP	Surface Damage Aggregate Visible, Lt MD at select joints T/O	FCIPP	21	0	1	\$ 1,865.00
MEDIUM	3.0	2.0	SW461	8B	S Renaud	M13-2-7	M13-2-6	185.0	21	RCP	Surface Damage Aggregate Visible T/O, Long. Crack(44', 47'-67'), Survey abandoned(67')--Roots at lat, Reverse--Survey abandoned(118')--point of previous progress	FCIPP	185	0	5	\$ 20,075.00
MEDIUM	3.0	2.0	SW463	8B	S Renaud	M13-2-6	M13-2-5	26.0	21	RCP	Surface Damage Aggregate Visible T/O, Long. Crack(6'-26')	FCIPP	26	0	0	\$ 2,470.00
MEDIUM	3.0	2.0	SW462	8B	S Renaud	M13-2-5	M13-2-4	42.0	21	RCP	Surface Damage Aggregate Visible T/O, Circ. Fracture(36'),	FCIPP	42	0	0	\$ 3,990.00
MEDIUM	3.0	2.0	SW423	8B	N Oxford	M11-7-3-1	M11-7-3	111.0	15	RCP	Surface Damage Aggregate Visible T/O, Lt MD at select joints T/O	FCIPP	111	0	4	\$ 9,215.00
MEDIUM	3.0	2.0	SW425	8B	N Oxford	M17-7	M11-7-3	256.0	18	RCP	Surface Damage Aggregate Visible T/O, Lt MD at select joints	FCIPP	256	1	11	\$ 25,200.00
MEDIUM	3.0	1.8	SW9853	4A	Ridgemont	MA6C	MA6B	163.3	10	CP	Surface Damage - Roughness Increased, Long. Crack(9',15', 18'), Circ. Fracture(24', 59', 92'), Broken(159'), Lt MD and Lt Roots at joints T/O, Tap root at joint(45')	FCIPP	163.3	0	0	\$ 7,348.50
MEDIUM	3.5	2.0	SW1041	5C	Mack	MA56A-A	M56A	52.1	24	RCP	Surface Damage - Roughness Increased, Mult Crack(2'), Mult Fracture(4'-14'), Broken(7'), Hole(9.3'), Long. Crack(25')	FCIPP	52.1	0	0	\$ 5,731.00
MEDIUM	3.5	2.0	SW58	5C	Mack	M56A	M56B	85.3	24	RCP	Surface Damage - Aggregate Visible, Mult Crack(1'), Mult Fracture(78'), Concrete at joints(9', 10')	FCIPP	85.3	0	0	\$ 9,383.00
MEDIUM	3.0	2.0	SW1423	5C	Mack	MA47	MA46	219.0	45	RCP	Surface Damage - Aggregate Missing, Lt MD at joints T/O	FCIPP	219	1	4	\$ 2,500.00
MEDIUM	3.6	2.0	SW182	6C	Ford Court	MA28-10	MA28-9	100.3	12	RCP	Surface Damage Aggregate Visible Throughout. Lt Encrustation at Joints Throughout. Infil Weeper at (28', 31', 34'). Crack Long. at (5'). Dripper at Lat (51'). Lt Roots in Mainline at Lat (54'). Dripper at Joint (92')	FCIPP	100.3	0	3	\$ 7,518.00
MEDIUM	3.8	1.6	SW1069	6C	Ford Court	MA28-9	MA28-8A	247.4	12	RCP	Surface Damage Aggregate Visible Throughout. Lt Encrustation at Joints Throughout. Fracture Cir at (3'). Lt Roots in Mainline at Lat (8'). PVC Pipe from (42'-55', 91'-111', 143'-153'). Hole at (116'). Fracture Multiple at (241'). Broken at (246')	FCIPP	247.4	0	11	\$ 20,344.00
MEDIUM	3.8	1.9	SW1070	6C	Ford Court	MA28-8A	MA28-8	117.8	15	RCP	Surface Damage Aggregate Visible Throughout. Lt Encrustation at Joints Throughout. Long Fractures Throughout.	FCIPP	117.8	0	4	\$ 9,657.00
MEDIUM	2.7	2.0	SW1071	6C	Ford Court	MA28-8-1	MA28-8	48.9	12	RCP	Surface Damage Aggregate Visible Throughout. Lt Encrustation at Joints Throughout.	FCIPP	48.9	1	4	\$ 5,434.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	3.8	1.6	SW1061	6C	Norton Court	MA28-6	MA28-5	217.1	18	RCP	Surface Damage Aggregate Visible Throughout. Lt Encrustation at Joints Throughout. Med Roots at Joint (172')	FCIPP	217.1	0	5	\$ 18,782.50
MEDIUM	3.8	1.7	SW1060	6C	Torrey	M20-13	M20-12	252.8	18	RCP	Surface Damage Aggregate Visible Throughout. Lt Encrustation at Joints Throughout. Long. Cracks and Fractures Throughout. Lt Roots at Joints Throughout. Lats at 146.4' and 211' is protruding, hole w/void around seal.	FCIPP	252.8	2	4	\$ 21,960.00
MEDIUM	3.0	2.5	SW1063	6C	Torrey	GP2-4	GP2-3	283.1	12	RCP	Low to Moderate H2S damage throughout; Mult Misc Cracks/Fractures @ 10'-45'; Mult Fracture @ 103'; Deposits throughout	FCIPP	283	2	8	\$ 21,980.00
MEDIUM	3.0	2.0	SW51	6C	Torrey	GP2-2	GP2-1	169.5	15	RCP	Moderate H2S damage throughout; Long. Fracture @ 3'-17'; Mult Fracture @ 44', 160'; Long. Crack @ 84', 168'; Tap Roots @ 166'	Dig Lateral @ 95'; FCIPP	170	0	4	\$ 13,050.00
MEDIUM	2.5	2.0	SW1057	7A	Huntington	GP9-5	GP9-4	252.0	12	CP	Moderate H2S damage throughout; Long. Cracking/Fracturing @ 232'-248'; Infil Dripper @ 59'	FCIPP	252	0	7	\$ 18,620.00
MEDIUM	3.0	2.0	SW16649	7A	Esmt West of Holiday North of Cook	EOL North	GP9-3	121.0	12	CP	Moderate H2S damage throughout; Long. Cracking/Fracturing throughout	FCIPP	121	0	1	\$ 7,760.00
MEDIUM	3.0	2.0	SW1429	7A	Cook	GP12A	GP12	99.7	10	CP	Light H2S damage throughout; Long. Cracking /Fracturing throughout; Deposits throughout; Drop Connection @ 96'	FCIPP	100	0	3	\$ 6,000.00
MEDIUM	3.0	2.5	SW136	7A	Esmt between Blossom Ln & Kings Ct	GP11-1A	GP11-1	249.2	12	RCP	Light to Moderate H2S damage throughout; Long. Fracture @ 7'-26'; Cir Crack @ 128'; Roots/Deposits throughout	FCIPP	249	1	6	\$ 18,440.00
MEDIUM	3.5	2.0	SW162	7A	Esmt between Blossom Ln & Kings Ct	GP11-1	GP11	337.8	12	RCP	Light to Moderate H2S damage throughout; Hinge Fracturing @ 6'-28'; Long. Fracture @ 61'-65'; Deposits throughout	FCIPP	338	0	7	\$ 23,780.00
MEDIUM	3.5	2.0	0	7A	Chalfonte	GP3-2-5	GP3-2-4	127.3	24	RCP	Moderate H2S damage throughout	FCIPP	127	0	0	\$ 13,970.00
MEDIUM	3.0	2.0	SW170	7A	Chalfonte	GP3-2-2	GP3-2-1	23.9	24	RCP	Light to Moderate H2S damage throughout	FCIPP	24	0	0	\$ 2,640.00
MEDIUM	3.0	3.0	SW171	7A	Chalfonte	GP3-2-1	GP3-2	40.4	24	RCP	Moderate H2S damage throughout; Drop Connection @ 40', is mostly plugged with debris. Weir wall @ EOL	FCIPP	40	0	1	\$ 4,900.00
MEDIUM	3.0	2.0	SW16676	2C	Christine Ct	M7-8-1-A	M7-8-1	110.8	12	RCP	Light to Moderate H2S damage throughout; Deposits throughout	FCIPP	111	1	3	\$ 8,660.00
MEDIUM	4.0	3.0	SW909	3A	Brys	C5-2	G11	417.7	12	VCP	Mult Misc Cracks/Fractures throughout; Roots at connections throughout; Patched hole @ 98'; Hole Soil Visible @ 158'; Broken/Infil Dripper @ 262', looks like attempted patch (plastic bag/visqueen?); Point Repair @ 309'-312' (PVC), 409'-EOL (PVC); Minor Deformation @ 317'	FCIPP	418	8	22	\$ 40,080.00
MEDIUM	3.0	2.0	SW10947	6C	Mack	MA28-3A	MA28-3	189.9	15	RCP	Moderate H2S damage throughout; Cracks/Fractures in spots throughout; Drop Connection @ 188'	FCIPP	190	0	1	\$ 12,850.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	3.0	2.0	SW390	6C	Fairholme	M20-9-7	M20-9-6	115.5	12	RCP	Long. Cracks/Fractures throughout	FCIPP	116	0	4	\$ 8,960.00
MEDIUM	3.0	2.0	SW389	6C	Fairholme	M20-9-6	M20-9-5	239.2	12	RCP	Moderate H2S damage throughout; Broken in hub of lateral @ 155'	Dig Lateral @ 155' (MED); FCIPP (MED)	239	0	10	\$ 19,340.00
MEDIUM	3.5	2.5	SW382	6C	Fairholme	M20-9-3	M20-8-3	314.8	12	RCP	Moderate H2S damage throughout; Deposits/Roots throughout	FCIPP	315	0	6	\$ 21,900.00
MEDIUM	3.5	2.0	SW369	6C	Fairholme	M20B	M20A	330.1	15	RCP	Mult Misc Fracturing through 60'; Light to Moderate H2S damage throughout	FCIPP	330	1	7	\$ 25,450.00
MEDIUM	3.0	2.0	SW1065	6C	Marford	M20-9-3	M20-9-2	161.5	18	RCP	Moderate H2S damage throughout	FCIPP	162	0	1	\$ 12,650.00
MEDIUM	3.5	2.0	SW384	6C	Marford	M20-9-2A	M20-9-2	128.5	12	RCP	Moderate H2S damage throughout	FCIPP	129	0	2	\$ 8,740.00
MEDIUM	3.5	2.0	SW385	6C	Marford	M20-9-1	M20-9	270.2	21	RCP	Moderate H2S damage throughout;Hinge Fracture 3 @ 94'	FCIPP	270	0	2	\$ 26,650.00
MEDIUM	3.0	2.0	SW1058	6C	E Clairview Ct	M20-12	M20-11	383.5	21	RCP	Moderate H2S damage throughout; Large Tap Root at connection @ 95'; Long. Cracking in spots near EOL	FCIPP	384	0	8	\$ 40,480.00
MEDIUM	3.5	2.0	SW1054	6C	E Clairview Ct	M20-10-1	M20-10	176.7	18	RCP	Moderate H2S damage throughout; Deposits throughout	FCIPP	177	0	4	\$ 15,275.00
MEDIUM	3.5	2.0	SW386	6C	Clairview Ct	M20-10	M20-9	206.9	27	RCP	Moderate H2S damage throughout	FCIPP	207	0	2	\$ 25,840.00
MEDIUM	3.0	2.0	SW10944	6C	N of Clairview	M20-9	M20-8	270.9	36	RCP	Moderate H2S damage throughout	FCIPP	271	0	1	\$ 41,150.00
MEDIUM	3.0	2.0	SW927	6C	Baltree	M20-8	M20-7	122.6	36	RCP	Moderate H2S damage throughout	FCIPP	123	0	0	\$ 18,450.00
MEDIUM	3.0	2.0	SW379	6C	Baltree	M20-8-2	M20-8-1	112.6	15	RCP	Moderate H2S damage throughout	FCIPP	113	0	1	\$ 7,845.00
MEDIUM	3.5	2.0	SW378	6C	Baltree	M20-8-1	M20-8	272.4	15	RCP	Moderate H2S damage throughout	FCIPP	272	0	8	\$ 21,680.00
MEDIUM	3.0	2.0	SW928	6C	Holiday	M20-7	M20-6	166.3	36	RCP	Moderate H2S damage throughout	FCIPP	166	0	1	\$ 25,400.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
MEDIUM	3.0	2.0	SW373	6C	Ghesquiere	M20-6A	M20-6	270.0	12	RCP	SCIPP @ 0'-16'; 263'-EOL; Moderate H2S damage throughout	FCIPP	270	0	10	\$ 21,200.00
MEDIUM	3.0	2.0	SW370	6C	Ghesquiere	M20-4-1	M20-4A	258.9	12	RCP	Light to Moderate H2S damage throughout	FCIPP	259	0	8	\$ 19,540.00
MEDIUM	3.0	2.0	SW1166	6C	N of Emory Ct	M20-4A	Blind Tap	10.8	12	RCP	Cir Crack @ 1'; Long. Fracture @ 7'; Moderate H2S damage throughout	FCIPP	11	0	0	\$ 660.00
MEDIUM	3.0	2.0	SW361	6C	Paget Ct	M19-1-3	M19-1-2	107.1	18	RCP	Moderate H2S damage throughout	FCIPP	107	0	2	\$ 9,025.00
MEDIUM	3.0	2.0	SW360	6C	Paget Ct	M19-1-2	M19-1-1	74.1	18	RCP	Moderate H2S damage throughout	FCIPP	74	0	2	\$ 6,550.00
MEDIUM	3.5	2.0	SW354	6C	Elford	M19-4-3	M19-4-2	260.9	12	RCP	Moderate to Heavy H2S damage throughout	FCIPP	261	0	8	\$ 19,660.00
MEDIUM	3.5	2.0	SW352	6C	Elford	M19-4-2	M19-4-1	173.6	12	RCP	Moderate to Heavy H2S damage throughout; SCIPP @ 156'-EOL	FCIPP	174	0	1	\$ 10,940.00
MEDIUM	3.5	2.0	SW356	6C	Elford	M19-2-1	M19-2	144.7	15	RCP	Moderate H2S damage throughout; Large offset in lateral @ 80'	FCIPP	145	0	3	\$ 10,925.00
MEDIUM	2.5	2.0	SW955	8C	Fairway	M16-4	M16-3A	158.8	24	RCP	Light to Moderate H2S damage throughout; Lateral @ 139' appears to be broken inside	FCIPP	159	0	6	\$ 20,490.00
MEDIUM	3.0	2.0	SW394	6C	S Oxford	M16-3A	M16-3	260.8	24	RCP	Moderate H2S Damage throughout; Long. Fracturing in spots throughout	FCIPP	261	0	7	\$ 32,210.00
MEDIUM	3.0	2.0	SW344	6C	S Oxford	M16-2	M16-1A	23.8	27	RCP	Moderate H2S Damage throughout	FCIPP	24	0	1	\$ 3,380.00
MEDIUM	3.5	2.0	SW392	6C	S Oxford	M16-1A	M16-1	350.0	27	RCP	Moderate H2S damage throughout; Cannot tell if lateral @ 4' is capped/collapsed/blocked by minerals; Lateral @ 97' appears to be collapsed	FCIPP	350	0	12	\$ 48,000.00
LOW	2.9	2.1	771	1A	Van K	M1-10-5	M1-10-4	84.0	12	RCP	Circ. Crack(1'), Surface Damage - Aggregate Visible	FCIPP	84	0	4	\$ 7,040.00
LOW	2.5	2.0	737	1A	Blairmoor Ct	M1-1-5-5	M1-1-5-4	336.0	12	RCP	Surface Damage - Aggregate Visible, Long. Fracture(5', 18')	FCIPP	336	0	7	\$ 23,660.00
LOW	2.7	2.1	726	1B	S Brys	M1-1-12	M1-1-11	303.5	15	RCP	Surface Damage - Aggregate Visible	FCIPP	303.5	0	7	\$ 23,227.50

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
LOW	2.3	2.2	692	1B	Hawthorne	M6-6-8	M6-6-7	229.0	18	RCP	Surface Damage - Aggregate Visible, Long. Crack(15', 22'), Broken(55')	FCIPP	229	0	5	\$ 19,675.00
LOW	2.5	2.1	298	2A	Woods Lane	M1-2-5	M1-2-4	113.0	12	RCP	Surface Damage - Aggregate Visible	FCIPP	113	0	4	\$ 8,780.00
LOW	2.9	1.9	793	2A	Woods Lane	M1-2-2	M1-2-3	82.0	12	RCP	Surface Damage - Aggregate Visible	FCIPP	82	0	0	\$ 4,920.00
LOW	2.8	2.1	10934	2A	Woods Lane	M1-2-2	M1-2-1	276.0	12	RCP	Surface Damage - Aggregate Visible, Broken (244')	FCIPP	276	1	7	\$ 20,560.00
LOW	2.9	2.1	10935	2A	Woods Lane	M1-2-1	M1-2	69.0	12	RCP	Surface Damage - Aggregate Visible	FCIPP	69	0	1	\$ 4,640.00
LOW	2.6	2.0	1339	2B	Brys Dr S	M3-1	M3	210.0	36	RCP	H2S damage throughout; Lift Holes throughout; Spiral Fracture @ 107'	FCIPP	210	0	0	\$ 31,500.00
LOW	2.5	2.8	831	2B	Brys Dr S	M3-2	M3-1	28.0	27	RCP	Long. Fracture(15')	FCIPP	28	0	1	\$ 3,860.00
LOW	3.8	2.0	630	2B	Hampton	M5-4A	M4-1	61.0	21	RCP	Long. Fracture @ 41'; Cir Fracture @ 48'; Hole in channel in DS MH	FCIPP	61	0	1	\$ 6,295.00
LOW	3.5	2.5	721	2B	Hampton	M4-1	M4	17.0	21	RCP	Spiral Fracture @ 8'; Drop Connection @ 14'	FCIPP	17	0	1	\$ 2,115.00
LOW	2.0	1.5	1329	2C	Marter	M6-1-1A	M6-1-2	594.0	36	RCP	Long. Crack @ 482'-594'	FCIPP	594	0	12	\$ 95,100.00
LOW	2.0	2.3	590	2C	Virginia	M7-6-1	M7-6	154.0	10	VCP	Long. Crack @ 26'-107'	FCIPP	154	0	1	\$ 7,430.00
LOW	2.9	2.0	879	3A	Yorktown	M2-4-10	M2-4-9	208.0	15	RCP	Light H2S damage throughout; Lateral @ 179' is undercut, liner blocking bottom 40%	FCIPP	208	0	4	\$ 15,520.00
LOW	2.8	2.0	889	3A	Blairmoor Ct	M2-8-2	M2-8-1	258.0	15	RCP	Light H2S damage throughout; Long. Crack @ 12'-37'	FCIPP	258	1	8	\$ 21,270.00
LOW	1.0	2.1	1047	3A	Goethe	M2-14A	G12	185.0	10	VCP	Deposits throughout	FCIPP	185	0	0	\$ 8,325.00
LOW	2.0	2.0	SW918	6A	Lochmoor	M12-8	M12-7	259.0	36	RCP	Long. Crack(108', 137', 209'), Lt MD at joints T/O	FCIPP	259	0	3	\$ 40,350.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
LOW	2.0	2.0	SW1120	6B	Sunningdale	M10-4	M10-3	97.0	48	RCP	Long. Crack(12', 60'-97'), Lt MD at joints T/O	FCIPP	97	0	1	\$ 17,475.00
LOW	2.0	2.8	SW1118	6B	Sunningdale	M10-3	M10-2	226.0	48	RCP	Long. Crack(58', 66'-226'), Lt Roots at select joints	FCIPP	226	0	2	\$ 40,550.00
LOW	2.0	2.0	SW1117	6B	Sunningdale	M10-2	M10-1	250.0	48	RCP	Long. Crack(3'-250'), Lt MD at joints T/O	FCIPP	250	0	3	\$ 45,250.00
LOW	2.0	2.0	SW437	8B	S Renaud	M11-7-2	M13-2-10	357.0	15	RCP	Long. Crack(6'-59'), Lt MD at joints T/O	FCIPP	357	0	14	\$ 30,205.00
LOW	2.1	2.0	SW56	5C	Raymond	MA55-9	MA55-8	264.7	12	RCP	Broken pipe in lats(133', 216'), Surface Damage - Roughness Increased, Long. Crack(2'-48', 54'), Circ. Fracture(93', 132', 259'), Long. Fracture(253')	FCIPP	264.7	0	14	\$ 22,882.00
LOW	2.3	1.8	SW81	5C	Raymond	MA55-8	MA55-7	263.4	15	RCP	Surface Damage - Roughness Increased, Circ. Crack(9'), Mult Crack(181', 218'), Long. Crack(184', 187', 215', 221', 225'), Long. Fracture(222', 228')	FCIPP	263.4	0	13	\$ 23,621.00
LOW	2.0	2.0	SW1413	5C	Bournemouth	MA56	MA55	209.2	33	RCP	Surface Damage - Roughness Increased, Lt MD at joints T/O	FCIPP	209.2	0	5	\$ 33,880.00
LOW	2.0	2.0	SW1416	5C	Mack	MA55	MA54	173.9	33	RCP	Surface Damage - Roughness Increased, Lt MD at joints T/O	FCIPP	173.9	0	2	\$ 27,085.00
LOW	2.0	2.0	SW1417	5C	Mack	MA54	MA53	199.4	39	RCP	Surface Damage - Roughness Increased, Lt MD at joints T/O	FCIPP	199.4	1	2	\$ 1,500.00
LOW	2.0	2.1	SW1425	5C	Mack	MA45	MA43	332.3	45	RCP	Surface Damage - Roughness Increased, Rebar visible at lat(151'), Lt MD at joints T/O	FCIPP	332.3	0	4	\$ 2,000.00
LOW	2.3	2.0	SW1066	6C	Faircourt	MA26-4	MA26-3	233.8	12	RCP	Surface Damage Aggregate Visible Throughout. Lt Encrustation at Joints Throughout.	FCIPP	233.8	1	8	\$ 18,528.00
LOW	3.1	2.1	SW1067	6C	Ford Court	MA28-8	MA28-7	120.7	15	RCP	Surface Damage Aggregate Visible Throughout. Lt Encrustation at Joints Throughout. Long Cracks and Fractures Throughout. Hole at (83').	FCIPP	120.7	2	2	\$ 9,845.50
LOW	2.9	2.0	SW184	6C	Torrey	MA28-5	MA28-4	224.1	15	RCP	Surface Damage Aggregate Visible Throughout. Lt Encrustation at Joints Throughout. Long. Cracks and Fractures (108'-220'). Cutter Blade was left in Pipe at (216')	FCIPP	224.1	0	1	\$ 15,066.50
LOW	2.3	1.8	SW1059	6C	Torrey	MA28-5	M20-13	14.3	15	RCP	Surface Damage Aggregate Visible Throughout. Lt Encrustation at Joints Throughout. Long. Cracks and Fractures Throughout. Crack Multiple (4'). Pipe sections are offset (small).	FCIPP	14.3	0	0	\$ 929.50
LOW	2.0	2.0	SW154	7A	Esmt between Mack & Blossom Ln	GP12-1	GP12	270.3	12	CP	Light H2S damage throughout; SCIPP @ 115'-118'; Deposits throughout; Debris left in line @ EOL	FCIPP	270	0	6	\$ 19,200.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
FCIPP PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	FULL LENGTH CIPP LINING			
													LENGTH (FT)	LATERALS		SUBTOTAL
														CUT PROTRUDING	RE-INSTATE	
LOW	2.5	2.0	SW1430	7A	Cook	GP12	GP11	329.0	10	CP	Long. Fracture @ 77'; Long. Crack @ 102', 198'; Misc. Cracking @ 166'-184'; Broken @ 326'; Drop Connection @ 327'	FCIPP	329	0	5	\$ 17,305.00
LOW	2.0	2.0	SW1431	7A	Cook	GP11	GP10	300.3	10	RCP	Light H2S damage throughout; Deposits throughout; Drop Connection @ 299'	FCIPP	300	1	6	\$ 17,000.00
LOW	2.5	2.0	SW169	7A	Chalfonte	GP3-2-4	GP3-2-3	20.8	24	RCP	Light to Moderate H2S damage throughout	FCIPP	21	0	0	\$ 2,310.00
LOW	2.5	2.0	SW16648	2C	Christine Ct	M7-8-1-B	M7-8-1	47.9	8	VCP	US MH is buried; Mult Cracks @ 13'; Long. Crack @ 24'	FCIPP	48	0	0	\$ 2,160.00
LOW	2.0	2.0	SW1625	5A	S of Mack Plaza	MA28-3A	MA28-3	11.7	15	RCP	VCP @ 5'-8'; Cracking throughout	FCIPP	12	0	0	\$ 780.00
LOW	2.5	2.0	SW1481	6C	Fairholme	M20A	Blind Tap	44.3	15	RCP	Light to Moderate H2S damage throughout	FCIPP	44	0	1	\$ 3,360.00
LOW	2.0	2.0	SW383	6C	Marford	M20-9-2	M20-9-1	158.6	21	RCP	Light H2S damage throughout	FCIPP	159	0	1	\$ 15,605.00
LOW	2.5	2.0	SW1062	6C	W Clairview Ct	M20-11	M20-10	178.6	24	RCP	Light to Moderate H2S damage throughout	FCIPP	179	0	4	\$ 21,690.00
LOW	2.0	2.0	SW376	6C	Holiday	M20-7-1	M20-7	214.8	12	RCP	Light H2S damage throughout; Light cracking in spots	FCIPP	215	0	3	\$ 14,400.00
LOW	2.0	2.0	SW375	6C	Emory Ct	M20-6-2	M20-6-1	287.2	12	RCP	Light H2S damage throughout	FCIPP	287	0	10	\$ 22,220.00
LOW	2.0	2.0	SW374	6C	Holiday	M20-6-1	M20-6	182.6	12	RCP	Light H2S damage throughout	FCIPP	183	1	4	\$ 13,480.00
LOW	2.0	2.0	SW371	6C	Emory Ct	M20-3-2	M20-3-1	326.5	12	RCP	Light H2S damage throughout	FCIPP	327	0	12	\$ 25,620.00
LOW	2.0	2.0	SW372	6C	Emory Ct	M20-3-1	M20-3A	126.0	12	RCP	Light H2S damage throughout	FCIPP	126	0	2	\$ 8,560.00
LOW	2.0	2.0	SW1165	6C	Emory Ct	M20-3A	Blind Tap	20.6	12	RCP	Light H2S damage throughout	FCIPP	21	0	0	\$ 1,260.00
LOW	2.5	2.0	SW367	6C	Between Fairholme & Paget	M19-1-3B	M19-1-3A	312.1	12	RCP	Mult Long. Cracks through 25'; Light to Moderate H2S damage throughout	FCIPP	312	0	10	\$ 23,720.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
SCIPP BY PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	SECTIONAL CIPP LINING								
													LENGTH (FT)					LATERALS		SUBTOTAL	
													3	6	10	15	20	25	CUT PROTRUDING		RE-INSTATE
CRITICAL	5.0	1.9	1666	1B	Vernier	M7-18-1	M7-1-8	596.0	15	VCP	Mult Fracture/Deformed @ 272'; Spiral Crack @ 476'	6' SCIPP @ 270'-276'	0	1	0	0	0	0	0	0	\$ 3,600.00
CRITICAL	5.0	2.0	902	3A	Brys	C5-2	C5-1	463.0	12	VCP	Hinge/Mult Fractures throughout; Hole Soil Visible @ 291'; Brick in lateral @ 378'; appears to be an attempt at capping the service	3' SCIPP @ 289'-292' (CRIT); FCIPP (MED)	1	0	0	0	0	0	1	0	\$ 3,500.00
HIGH	3.9	1.9	719	2B	Hampton	M5-4A	M5-4	342.0	21	RCP	Hinge Fracture @ 51'-58'	10' SCIPP @ 50'-60' (HIGH); FCIPP (MED)	0	0	1	0	0	0	0	1	\$ 5,200.00
HIGH	5.0	2.1	891	3A	Blairmoor Ct	M2-10	M2-9	227.0	24	RCP	Reinforcement visible around lateral @ 54'	3' SCIPP @ 53'-56'	1	0	0	0	0	0	0	1	\$ 5,500.00
HIGH	4.0	5.0	662	3B	Anita	G8-2B	M5-1-4E	93.0	12	VCP	Hinge Crack @ 25'-33'; Large offsets in laterals @ 35', 73'	Dig Laterals @ 35', 73' (HIGH); 10' SCIPP @ 24'-34' (MED)	0	0	1	0	0	0	0	1	\$ 3,700.00
HIGH	3.0	5.0	663	3B	Anita	G8-2B	G8-2A	303.0	12	VCP	Long. Fracture @ 27'-40'; Severe offset in lateral @ 243'	Dig Lateral @ 243'; 15' SCIPP @ 26'-41'	0	0	0	1	0	0	0	0	\$ 3,300.00
HIGH	5.0	4.0	SW660	3B	Anita	M5-1-4B	M5-1-4A	292.0	18	CIPP	Hole in liner @ 35'; reversal needed due to roots @ 56'	3' SCIPP @ 34'-37'	1	0	0	0	0	0	0	1	\$ 4,500.00
HIGH	4.0	2.0	678	3B	Charlevoix	M5-1-4D	C1-1A	298.0	18	RCP	H2S damage throughout; Hinge Fracture @ 76'-82'	10' SCIPP @ 74'-84' (HIGH); FCIPP (MED)	0	0	1	0	0	0	0	0	\$ 4,200.00
HIGH	5.0	2.0	459	8B	N Renaud	M13-12	M13-11	373.0	18	RCP	Hinge Fracturing @ 95'-134'	40' SCIPP @ 95'-135'	0	0	0	0	2	0	0	0	\$ 8,800.00
HIGH	4.0	2.0	469	8B	N Renaud	M13-11	M13-10	299.0	18	RCP	H2S damage throughout; Hinge Fracture @ 163'-181'	20' SCIPP @ 162'-182'	0	0	0	0	1	0	0	0	\$ 4,400.00
HIGH	4.0	2.0	SW109	5A	Chester	MA40-9-1	MA40-9-2	399.7	18	VCP	Broken(2'), Lt MD at joints T/O	6' SCIPP (0'-6')	0	1	0	0	0	0	0	0	\$ 4,100.00
MEDIUM	3.0	1.0	594	1B	Roslyn	M6-19	M6-18	239.0	15	RCP	Long. Fracture(174')	6' SCIPP (172'-178')	0	1	0	0	0	0	0	0	\$ 3,600.00
MEDIUM	3.0	2.0	41	1B	Vernier	M7-18-4	M7-18-3B	61.0	12	VCP	Long. Crack @ 51'; Mult Crack @ 57'; Mult fractures in M7-18-3B	10' SCIPP @ 55'-M7-18-3B	0	0	1	0	0	0	0	0	\$ 3,200.00
MEDIUM	3.3	4.0	1651	1B	Vernier	M7-18-3A	M7-18-3	81.0	12	VCP	RCP for first 2'; Broken @ 2'; Small hole between lateral and main @ 74'	3' SCIPP @ 0'-3'; Dig Lateral @ 74'	1	0	0	0	0	0	0	0	\$ 3,000.00
MEDIUM	3.0	2.0	43	1B	Vernier	M7-18-2	M7-18-1	205.0	12	VCP	Lateral @ 2' appears to be Abandoned/Capped; Spiral Fracture @ 13'; Numerous alignment shifts throughout	3' SCIPP @ 11'-14'	1	0	0	0	0	0	0	0	\$ 3,000.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWERS
SCIPP BY PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	SECTIONAL CIPP LINING								
													LENGTH (FT)					LATERALS		SUBTOTAL	
													3	6	10	15	20	25	CUT PROTRUDING		RE-INSTATE
MEDIUM	3.4	2.0	1640	2C	Wedgewood	M5-1-4-7-3	M5-1-4-7-2	283.0	12	RCP	Long. Fracture @ 163'-166'	6' SCIPP @ 162'-168'	0	1	0	0	0	0	0	1	\$ 3,600.00
MEDIUM	3.6	4.0	1669	2C	Vernier	M7-1-7	M7-1-5	412.0	21	VCP	Hinge Crack @ 3'-50'; Mult Crack @ 153'; Lateral @ 200' does not appear to be draining into main	50' SCIPP @ 0'-50'; 6' SCIPP @ 151'-157'; Dig Lateral @ 200'	0	1	0	0	0	2	0	0	\$ 14,600.00
MEDIUM	5.0	2.0	856	3A	Aline	G16	M2-18	150.0	18	RCP	Hinge Crack @ 33'	6' SCIPP @ 31'-37'	0	1	0	0	0	0	0	0	\$ 4,100.00
MEDIUM	3.0	2.0	SW12061	8B	N Oxford	M11-7-3-1A	M11-7-3-1	154.0	15	VCP	Long. Fracture(15'),Lt MD at joints(2'-43'), Lt Roots at joints(129'-154')	3' SCIPP (14'-17')	1	0	0	0	0	0	0	0	\$ 3,500.00
MEDIUM	3.0	2.0	SW10725	5A	Bramcaster	M21-14-1	MA40-4	139.2	10	VCP	Hinge Fracture @ 5', 90', 115'; Roots at joints throughout	6' SCIPP @ 3'-9', 88'-94', 113'-119'	0	3	0	0	0	0	0	0	\$ 8,250.00
MEDIUM	4.0	3.0	SW125	5A	Manchester Allard	MA36-6	MA36-5	190.9	12	CIPP	Med Roots in mainline at lats(116', 124', 130'), Hole cut in liner with no lat(131')	3' SCIPP (130'-133')	1	0	0	0	0	0	0	0	\$ 3,000.00
MEDIUM	3.0	2.0	SW9791	5B	Stanhope	M21-14-1A	M21-14-1	310.0	8	VCP	Point Repair @ 175'-179' (PVC); Long. Fracture @ 185'; Spiral Fracture @ 191'; Chipped at joint @ 194'; Deposits throughout	10' SCIPP @ 185'-195'	0	0	1	0	0	0	0	0	\$ 3,000.00
MEDIUM	3.0	2.0	SW83	5C	Bournemouth	MA55-7	MA55-6	125.9	18	RCP	Hole(42'), Long. Crack(115'), Lt MD at joints T/O	3' SCIPP (41'-44')	1	0	0	0	0	0	0	0	\$ 4,000.00
MEDIUM	3.0	2.9	SW140	5C	Bournemouth Newcastle	MA54-1	MA54	400.7	21	CIPP	Med Roots and Med MD in mainline at lats T/O, Hole with Roots(315')	3' SCIPP (314'-317')	1	0	0	0	0	0	0	1	\$ 5,000.00
MEDIUM	3.5	2.0	SW164	7A	Esmt West of Holiday North of Cook	GP9-2	GP9-1	193.1	21	RCP	Long. Crack @ 7'-10', 45'-55'; SCIPP @ 40'-46'; Lateral @ 43' appears to be cracked; Mult Fracture @ 76'; Light Cracking @ 93'-100'; Deposits throughout	10' SCIPP @ 45'-55'; 6' SCIPP @ 73'-79'	0	1	1	0	0	0	0	1	\$ 9,800.00
MEDIUM	3.0	2.0	SW377	6C	Holiday	M20-7-2	M20-7-1	248.2	12	RCP	Long. Cracking/Fracturing throughout majority of line; Cracks in lateral hub @ 7'	10' SCIPP @ 0'-10'	0	0	1	0	0	0	0	1	\$ 3,700.00
MEDIUM	3.5	4.0	SW232	6C	N of Fairholme	M18-1C	M18-1B	318.1	15	RCP	Compacted Debris @ 135'-264'; Longitudinal Crack @ 160', 200'; Hinge Crack 3 @ 220'	6' SCIPP @ 217'-223'	0	1	0	0	0	0	0	0	\$ 3,600.00
LOW	2.0	2.1	775	1A	Perrien	M1-11-2	M1-11-1	295.0	12	RCP	Long.Fracture(291'), Lt MD at joints T/O	3' SCIPP (290'-293')	1	0	0	0	0	0	0	0	\$ 3,000.00
LOW	2.0	2.0	849	3A	Aline	G15-2	G15-1	234.0	8	RCP	Long Fracture @ 172'; Cri Fracture @ 231'	6' SCIPP @ 167'-173'	1	0	0	0	0	0	0	0	\$ 2,500.00
LOW	2.0	2.3	602	3B	Roslyn	C4-1	C4	152.0	18	RCP	Cir Fracture @ 149'	3' SCIPP @ 147'-150'	1	0	0	0	0	0	0	0	\$ 4,000.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWER
OPEN CUT REPAIRS BY PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	DIG-UPS			
													MAIN LINE	SUBTOTAL	LATERAL	SUBTOTAL
CRITICAL	5.0	2.0	SW746	1A	Canterbury	M1-1-4-3	M1-1-4-2	292	21	RCP	Hole with Void(96'), Surface Damage - Aggregate Visible	Dig Mainline (93'-99')	1	\$ 8,500.00	0	\$ -
CRITICAL	5.0	1.9	SW699	1B	Hampton	M6-10-1	M6-10	425	10	CIPP	Broken with Soil visible in lat(318')	Dig Mainline (315'-321')	1	\$ 8,500.00	0	\$ -
CRITICAL	5.0	5.0	SW909	3A	Brys	G11	C5-2	0	12	RCP	Collapse at beginning of line, Root ball 13' from DS MH, Line cannot be televised. Once OCR is performed, retelevis	Dig Mainline @ 0'-10'	1	\$ 8,500.00	0	\$ -
CRITICAL	5.0	2.1	SW903	3A	Brys	M5-6-2	M5-6-1	355.5	15	VCP	Hinge/Mult Fractures throughout; Hole Soil Visible @ 129'; Survey Abandoned @ 262' due to roots. Reversal: Hole Soil Visible @ 92'; Survey Abandoned @ 94' due to hole in invert. Line not completed, approx 50' short	Dig Mainline @126'-132' (FROM M5-6-2); Dig Mainline @ 89'-95' due to gas line (FROM M5-6-1); FCIPP	2	\$ 17,000.00	0	\$ -
CRITICAL	5.0	5.0	SW9794	5A	Stanhope	M21-14-2	M21-14-1	77.9	8	VCP	Offset Soil Visible @ 3', 22'; Broken Soil Visible @ 12', 16', 20', 34', 51'; Hinge Fracturing @ 14'; Broken @ 18'; Point Repair @ 34'-42' (PVC)(Large offset at end of repair); Survey Abandoned @ 55' due to pipe being destroyed/invert missing. Reversal: PVC @ 0'-5'; Broken Soil Visible @ 6'; Broken @ 10'; Survey Abandoned @ 33' due to missing invert; Line not completed, approx 160' missing	Dig Mainline @ 55'-??? from M21-14-1	2	\$ 17,000.00	0	\$ -
CRITICAL	5.0	2.5	SW93	5B	Severn Prestwick	MA49-6	MA49-5	357	12	CIPP	Survey abandoned(310')--2 Grounding Rods thru sewer, Reverse--Survey abandoned(47')--Point of previous progress	Dig Mainline (308'-314')	1	\$ 8,500.00	0	\$ -
CRITICAL	5.0	3.0	SW387	6C	Fairholme	M20-9-4	M20-9-3	263.4	18	RCP	Hinge Fracture 4 @ 10'-25'; Hinge Cracking @ 80'-90'; Long. Cracking through 100'; Hinge Fracture 4 w/Minor Deformation @ 170'-200'	Dig Mainline @ 165'-200' w/2 laterals (CRIT); FCIPP (MED)	1	\$ 8,500.00	2	\$ 12,000.00
CRITICAL	5.0	1.4	SW894	3A	Aline	C7-2	C7-1	247	8	RCP	H2S damage throughout; Mult Fracture @ 1', 241'; Long. Fracture @ 2'-37'; Hinge Fracture @ 174'-183'; Major offset in lateral @ 174'	FCIPP	0	\$ -	1	\$ 6,000.00
CRITICAL	5.0	2.2	SW906	3A	Aline	C7	M5-11	348	12	RCP	Heavy H2S damage throughout; Hinge Fracturing @ 117'-130', 145'176'; Hole in bottom of lateral @ 71'	FCIPP	0	\$ -	1	\$ 6,000.00
CRITICAL	3.8	2.3	SW1029	6C	Torrey	M20-10-3	M20-10-2	220.1	12	RCP	Surface Damage Aggregate Visible Throughout. Lt Encrustation at Joints Throughout. Long. Cracks and Fractures Throughout. Lt Roots at Joints Throughout. Broken at (50'). Broken Void Visible in Lats (85', 139')	Dig Laterals at 85' and 139' (CRIT); FCIPP-Lined in 0160-0454	0	\$ -	2	\$ 12,000.00
CRITICAL	5.0	3.0	SW1053	6C	Torrey	M20-10-2A	M20-10-2	224.6	12	RCP	Broken Soil Visible @ 2'; Offset in lateral @ 55'; Broken Void Visible in lateral @ 85'	Dig Lateral @ 85' (CRIT); FCIPP-Lined in 0160-0454	0	\$ -	1	\$ 6,000.00
CRITICAL	2.0	2.0	SW1056	7A	Huntington	GP9-4	GP9-3	306.7	15	RCP	Light H2S damage throughout; Light Long. Cracking throughout; SCIPP @ 1'-26'; Lateral @ 152' Fractured at main; Lateral @ 195' Broken Void Visible	FCIPP (LOW); Dig laterals @ 152', 195' (CRITICAL)	0	\$ -	2	\$ 12,000.00
CRITICAL	5.0	2.0	SW172	7A	Esmt between Ida Lanes E & W	GP6-2	GP6-1	116.6	18	CIPP	Roots @ 31' (AT CONNECTION); Lateral @ 34' Broken Void Visible	Dig Lateral @ 34'	0	\$ -	1	\$ 6,000.00
CRITICAL	5.0	2.0	SW359	6C	Paget Ct	M19-1-4	M19-1-3	167.5	15	RCP	Heavy H2S damage throughout; Hinge Fracture @ 5'; Lateral @ 107' offset, it appears that the hub is collapsing	Dig Lateral @ 107' (CRITICAL); FCIPP (HIGH)	0	\$ -	1	\$ 6,000.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWER
OPEN CUT REPAIRS BY PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	DIG-UPS			
													MAIN LINE	SUBTOTAL	LATERAL	SUBTOTAL
HIGH	4.0	1.0	1355	2C	Vernier	M5-1-7	M5-1-6	12	12	VCP	Broken @ 4', 8'	Dig Mainline	1	\$ 8,500.00	0	\$ -
HIGH	4.0	3.0	SW122	5B	Chester	MA36-8	Blind Tap	9.3	6	VCP	Separated joint at 9.1', void, soil visible	Dig mainline (8'-9.5')	1	\$ 8,500.00	0	\$ -
HIGH	4.0	2.9	SW1760	5B	Bramcaster	M21-15	M21-14	208.2	18	RCP	Broken(2'), Mult Fracture(2'-14'), Long. Crack(42'), Hole(105'), Med Roots at joints(99', 107'-137')	Dig Mainline(132'-143') FCIPP	1	\$ 8,500.00	0	\$ -
HIGH	4.0	2.6	941	3A	Aline	M5-10	M5-9	321	18	RCP	Heavy H2S damage throughout; Hole in side of lateral @ 191'	FCIPP	0	\$ -	1	\$ 6,000.00
HIGH	4.0	4.0	622	3B	Hampton	C2-3	C2-2	236	18	RCP	H2S damage throughout; Majority of laterals are shearing at the main	Dig laterals (HIGH); FCIPP (MED)	0	\$ -	8	\$ 48,000.00
HIGH	4.0	4.0	623	3B	Hampton	C2-2	C2-1	175	24	RCP	Light H2S damage throughout	Dig laterals (HIGH); FCIPP (LOW)	0	\$ -	6	\$ 36,000.00
HIGH	4.0	4.0	618	3B	Hampton	C2-1	C2	75	24	RCP	Light H2S damage throughout	Dig lateral @ 30' (HIGH); FCIPP (LOW)	0	\$ -	1	\$ 6,000.00
HIGH	4.0	4.0	628	3B	Hampton	M5-4-6	M5-4-5	230	18	RCP	Light H2S damage throughout	Dig laterals (HIGH); FCIPP (LOW)	0	\$ -	8	\$ 48,000.00
HIGH	4.0	4.0	629	3B	Hampton	M5-4-5	M5-4-4	170	24	RCP	Light H2S damage throughout	Dig laterals (HIGH); FCIPP (LOW)	0	\$ -	4	\$ 24,000.00
HIGH	4.0	4.0	989	3B	Hollywood	G6-1	G6	192	18	RCP	Light H2S damage throughout	Dig laterals @ 17', 173' (HIGH); FCIPP (LOW)	0	\$ -	2	\$ 12,000.00
HIGH	4.0	4.0	SW993	3B	Hollywood	M5-1-1-2	M5-1-1-3	476	12	CIPP	Sag @ 14'	Dig Lateral @ 424'	0	\$ -	1	\$ 6,000.00
HIGH	4.0	4.0	SW991	3B	Hollywood	G8-1B	G8-1A	460	12	CIPP	Sags in spots throughout; Reversal needed due to roots	Dig Lateral @ 353'	0	\$ -	1	\$ 6,000.00
HIGH	4.0	4.0	674	3B	Hawthorne	C1-3	C1-2	211	24	RCP	Laterals shearing at the main	Dig Laterals	0	\$ -	5	\$ 30,000.00

CITY OF GROSSE POINTE WOODS
SANITARY SEWER
OPEN CUT REPAIRS BY PRIORITY

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	DIG-UPS			
													MAIN LINE	SUBTOTAL	LATERAL	SUBTOTAL
HIGH	4.0	4.0	647	3B	Hawthorne	C1-2	C1-1	236	24	RCP	Laterals shearing at the main	Dig Laterals @ 10', 58', 91'	0	\$ -	3	\$ 18,000.00
HIGH	4.0	4.0	676	3B	Hawthorne	M5-1-3-3	M5-1-3-2	200	18	RCP	Laterals shearing at the main	Dig Laterals @ 38', 111', 119', 176'	0	\$ -	4	\$ 24,000.00
HIGH	4.0	4.0	675	3B	Hawthorne	M5-1-3-2	M5-1-3-1	205	18	RCP	Laterals shearing at the main	Dig Laterals @ 35', 182'	0	\$ -	2	\$ 12,000.00
HIGH	5.0	1.6	667	3B	Anita	G8-2-4	G8-2-3	157	8	VCP	Hole around lateral @ 20' with roots	Dig Lateral @ 20'	0	\$ -	1	\$ 6,000.00
HIGH	4.0	4.0	SW11952	3B	Anita	G8-2-2A	G8-2-2	153	18	CIPP	Lateral offset @ 45'	Dig Lateral @ 45'	0	\$ -	1	\$ 6,000.00
HIGH	5.0	4.5	666	3B	Anita	G8-2-2	G8-2-1	299	18	VCP	Hinge Fracturing throughout	Dig Lateral @ 292'; FCIPP	0	\$ -	1	\$ 6,000.00
HIGH	5.0	5.0	665	3B	Anita	G8-2-1	G8-2	285	18	VCP	Hinge Fracture @ 196'-EOL; Long. Fractures in spots throughout	Dig Lateral @ 72'; FCIPP	0	\$ -	1	\$ 6,000.00
HIGH	4.0	5.0	662	3B	Anita	G8-2B	M5-1-4E	93	12	VCP	Hinge Crack @ 25'-33'; Large offsets in laterals @ 35', 73'	Dig Laterals @ 35', 73' (HIGH); 10' SCIPP @ 24'-34' (MED)	0	\$ -	2	\$ 12,000.00
HIGH	4.0	5.0	2433	3B	Anita	M5-1-4E	M5-1-4D	225	12	VCP	Multiple offset laterals	Dig lateral @ 60', 180', 182'	0	\$ -	3	\$ 18,000.00
HIGH	4.0	5.0	663	3B	Anita	G8-2B	G8-2A	303	12	VCP	Long. Fracture @ 27'-40'; Severe offset in lateral @ 243'	Dig Lateral @ 243'; 15' SCIPP @ 26'-41'	0	\$ -	3	\$ 18,000.00
HIGH	5.0	4.0	664	3B	Anita	G8-2A1	G8-2	221	15	VCP	Hinge Fracture @ 6'; Long. Crack @ 41'-53'; Hinge Crack @ 84'-121'	Dig Lateral @ 44', 84'; FCIPP	0	\$ -	2	\$ 12,000.00
HIGH	4.0	5.0	1571	3B	Anita	G8-2A	G8-2A1	93	15	VCP	Holes in lateral @ 21'	Dig Lateral @ 21'	0	\$ -	1	\$ 6,000.00
HIGH	4.0	5.0	SW1215	3B	Anita	M5-1-4C	M5-1-4B	317	15	CIPP	Roots in spots throughout	Dig Lateral @ 99', 135'	0	\$ -	2	\$ 12,000.00

**CITY OF GROSSE POINTE WOODS
SANITARY SEWER
OPEN CUT REPAIRS BY PRIORITY**

PRIORITY	STRUCTURAL PACP SCORE	O & M PACP SCORE	PIPE ID	MAP #	STREET	MH	to MH	LENGTH (FT)	SIZE (IN)	PIPE MAT.	COMMENTS	RECOMMENDATIONS	DIG-UPS			
													MAIN LINE	SUBTOTAL	LATERAL	SUBTOTAL
HIGH	4.0	5.0	SW50	3B	Toles	M5-1-5-1A	M5-1-5-1	170	12	CIPP	Hole in lateral invert @ 48'	Dig Lateral @ 48'	0	\$ -	1	\$ 6,000.00
HIGH	4.0	2.0	SW168	7A	Chalfonte	GP3-2-3	GP3-2-2	102.8	24	RCP	Moderate H2S damage throughout; Brick Repair patch @ 90'; Broken @ 100'; Grease attached throughout	FCIPP; Dig Lateral @ 93'	0	\$ -	1	\$ 6,000.00
HIGH	5.0	2.0	SW388	6C	Fairholme	M20-9-5	M20-9-4	333.4	15	CIPP	Hole in hub of lateral @ 174'; 50% offset in lateral @ 229'; Sag @ 262'; Lateral @ 284' is undercut	Dig laterals @ 174', 229'	0	\$ -	2	\$ 12,000.00
HIGH	4.0	2.0	SW368	6C	Fairholme	M20C	M20B	264.1	12	RCP	Light H2S damage throughout; Fracture in lateral @ 15'; Hole Void Visible in lateral @ 162'	Dig Lateral @ 162'	0	\$ -	1	\$ 6,000.00
MEDIUM	3.0	1.0	11007	2C	Vernier	MR-1-1	Blind Tap	26	24	RCP	Long. Fracture @ 12'	Dig Mainline	1	\$ 8,500.00	0	\$ -
MEDIUM	3.0	4.0	SW123	5A	Manchester Allard	MA36-7	Blind Tap	4	6	VCP	Mult Cracks(2'), Survey abandoned(4')--Line turns down	Dig Mainline (0'-3')	1	\$ 8,500.00	0	\$ -
MEDIUM	3.5	2.0	SW120	5B	Chester	MA40-9	Blind Tap	14	6	VCP	Broken(1'), Med OS joint(5')Lt MD at joints(1', 13'), Survey abandoned(14')--steep drop	Dig Mainline (0'-6')	1	\$ 8,500.00	0	\$ -
MEDIUM	3.0	3.0	SW1030	6C	S Oxford	M16-1	Blind Tap	12.6	27	RCP	Moderate H2S damage throughout; Alignment Right @ 13', Appears to be possible structure at the turn that may have been abandoned. Survey Abandoned @ 13' due to alignment shift. No reversal possible, DS is Blind Tap	Dig Mainline	1	\$ 8,500.00	0	\$ -
MEDIUM	3.3	4.0	1651	1B	Vernier	M7-18-3A	M7-18-3	81	12	VCP	RCP for first 2'; Broken @ 2'; Small hole between lateral and main @ 74'	3' SCIPP @ 0'-3'; Dig Lateral @ 74'	0	\$ -	1	\$ 6,000.00
MEDIUM	3.0	4.0	1373	1B	Vernier	M7-16	M7-17	282	30	RCP	H2S damage throughout; Lateral @ 5' appears broken	Dig Lateral @ 5'; FCIPP	0	\$ -	1	\$ 6,000.00
MEDIUM	3.6	4.0	1669	2C	Vernier	M7-1-7	M7-1-5	412	21	VCP	Hinge Crack @ 3'-50'; Mult Crack @ 153'; Lateral @ 200' does not appear to be draining into main	50' SCIPP @ 0'-50'; 6' SCIPP @ 151'-157'; Dig Lateral @ 200'	0	\$ -	1	\$ 6,000.00
MEDIUM	3.0	5.0	650	3B	Anita	M5-1-4A	M5-1-4	330	21	RCP	Moderate H2S damage throughout	Dig Lateral @ 192', 194', Dig lat at 277'-277' dig done in 0160-0413 (CRITICAL); FCIPP (MED)	0	\$ -	2	\$ 12,000.00
MEDIUM	3.0	2.0	SW51	6C	Torrey	GP2-2	GP2-1	169.5	15	RCP	Moderate H2S damage throughout; Long. Fracture @ 3'-17'; Mult Fracture @ 44', 160'; Long. Crack @ 84', 168'; Tap Roots @ 166'	Dig Lateral @ 95'; FCIPP	0	\$ -	1	\$ 6,000.00

DRAFT

Appendix H

Public Meeting Advertisement and Summary

NOTICE OF PUBLIC MEETING

Clean Water State Revolving Fund (CWSRF) Loan Project

The City of Grosse Pointe Woods will hold a public meeting on the proposed Clean Water State Revolving Fund (CWSRF) Project for the purpose of receiving comments from interested persons.

Public comments regarding this proposed project will be heard during the regularly scheduled meeting of the Grosse Pointe Woods City Council scheduled for Monday, April 17, 2023, at 6:00pm, in the City Council chambers, located in the Grosse Pointe Woods City Hall, 20025 Mack Plaza Dr, Grosse Pointe Woods, Michigan 48236.

The purpose of the proposed project is to rehabilitate sewers throughout the City that have been identified to be in poor structural condition based upon recent sewer cleaning and television investigation programs. In addition to sewer rehabilitation the city plans to install a backup generator and make other improvements at Torrey Road Pump Station. The estimated cost to users for the proposed project is expected to be approximately \$8M utilizing a low-interest loan over a 20-year period.

Copies of the draft plan detailing the proposed project will be available for inspection on the city website. The plan will be available beginning on Friday, March 31, 2023.

Written comments received before the public meeting concludes on Monday, April 17, 2023, will receive a written response in the final project plan. Written comments should be sent to the city's consulting engineer preparing the final project plan. Direct written comments to Anderson, Eckstein and Westrick, ATTN: Ross Wilberding, Project Manager, 51301 Schoenherr Road, Shelby Township, Michigan 48315 or by e-mail at rwilberding@awinc.com.

Appendix I

**City Council Resolution to Adopt Project
Planning Document**



CITY OF GROSSE POINTE WOODS

MEMORANDUM

Date: April 13, 2023
To: Mayor and Council
From: Frank Schulte, City Administrator *FS*
Subject: Pension Grant Program - House Bill 5054

The original Pension Grant Program - House Bill (HB) 5054 had broad bi-partisan support that included funding of \$250 million for communities with a pension funding ratio greater than or equal to 60% as of December 31, 2021. In addition, \$750 million for communities with a pension funding ratio less than 60% as of December 31, 2021. The final approved HB of \$750 million was included in the State's 2022 appropriation budget.

As a result, a work group of city manager's statewide gathered to generate a generic letter and resolution that can be used by communities to request that the Legislature and Governor reconsider the \$250 million grant program and include it in the State's upcoming budget.

The city's pension funding ratio was 54.85% as of June 30, 2022, down from 65.03% in 2021. The decrease in the funding ratio in large part is due to 2022 market losses. The city is now facing similar financial issues as those communities eligible for the \$750 million grant funding who had a pension funding ratio of less than 60% as of December 31, 2021.

The original \$250 million included in HB 5054 would provide immeasurable relief to the communities who are now experiencing the same pension-related financial stress.

Administration is requesting city council to adopt Resolution 2023 and approve the mayor to sign letters to both State Representative Joe Tate and State Senator Kevin 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.



CITY OF GROSSE POINTE WOODS
20025 Mack Plaza Drive
Grosse Pointe Woods, Michigan 48236-2397

April 13, 2023

Honorable State Representatives Joe Tate
Post Office Box 30014
Lansing, MI 48909

Re: Revisiting HB 5054 for communities following pension best practices

Dear Representatives Tate:

On behalf of the City of Grosse Pointe Woods, I ask that the Legislature reconsider the section of HB 5054 that did not make it into the 2022 State of Michigan budget – specifically the sum to be divided between local government units meeting specified pension funding levels and best practices.

When passed by the House a year ago, 5054 included \$750 million to be divided between communities with pensions funded at less than 60 percent and \$250 million to be divided by communities with pensions funded at or above that, following the State's best practices. The Legislation created an equitable division of revenue, with three-quarters going to local units with pensions the House considered to be substantially underfunded and one-quarter going to those who had taken often difficult steps to improve their funded ratio. These steps included delaying or eliminating projects that were vitally important to our taxpayers in order to contribute significant dollars beyond annual required contributions, keeping our pensions viable and our communities solvent.

Despite those efforts, our pension expenses are set to skyrocket due to 2022 market losses and a volatile and unpredictable 2023 market. In short, we have the same financial issues facing those communities eligible for the \$750 million in relief allocated in the 2022 State budget.

While a community with a funded ratio of 40 percent might receive \$5 million from the State this year, a community that has sacrificed greatly over the past few years to contribute \$5 million of its own dollars to reach a funded ratio of 60 percent would receive nothing. The \$250 million included in HB 5054 for communities that sacrificed to solidify their pensions would provide immeasurable relief to those of us who are experiencing the same pension-related financial stress as those eligible for the much larger sum. HB 5054 had broad bi-partisan support in 2022, and we are hopeful such bipartisan support

remains today. We are not asking that the applicable HB 5054 language be changed in any way, nor are we asking for funds in addition to the \$250 million included in the Bill.

Without these dollars, many of us are staring at significant debt retirement payments on top of greatly increased required pension contributions. Others are staring at more cuts to the programs and projects our taxpayers depend upon. In short, we are looking at more pain. Bringing this funding back would be a game changer for us as we look to keep our pension liabilities under control, our finances stable, and the great places we represent the very best versions of themselves for the many who call them home.

In closing, we want to reiterate that communities like ours, ineligible for the \$750 million in relief from the State, have the same pension-related problems as the communities who will receive those dollars and the same pressing need for such relief.

We are providing you with the copy from HB 5054, calling your attention to Sec. 302, which begins on Page 7 of the Bill. We look forward to discussing this with you further in the coming days and weeks. We thank you in advance for your consideration of this vital matter.

Best regards,

Art Bryant
Mayor
City of Grosse Pointe Woods



CITY OF GROSSE POINTE WOODS
20025 Mack Plaza Drive
Grosse Pointe Woods, Michigan 48236-2397

April 13, 2023

Honorable State Senator Kevin Hertel
Post Office Box 30014
Lansing, MI 48909

Re: Revisiting HB 5054 for communities following pension best practices

Dear Senator Kevin Hertel:

On behalf of the City of Grosse Pointe Woods, I ask that the Legislature reconsider the section of HB 5054 that did not make it into the 2022 State of Michigan budget – specifically the sum to be divided between local government units meeting specified pension funding levels and best practices.

When passed by the House a year ago, 5054 included \$750 million to be divided between communities with pensions funded at less than 60 percent and \$250 million to be divided by communities with pensions funded at or above that, following the State's best practices. The Legislation created an equitable division of revenue, with three-quarters going to local units with pensions the House considered to be substantially underfunded and one-quarter going to those who had taken often difficult steps to improve their funded ratio. These steps included delaying or eliminating projects that were vitally important to our taxpayers in order to contribute significant dollars beyond annual required contributions, keeping our pensions viable and our communities solvent.

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While a community with a funded ratio of 40 percent might receive \$5 million from the State this year, a community that has sacrificed greatly over the past few years to contribute \$5 million of its own dollars to reach a funded ratio of 60 percent would receive nothing. The \$250 million included in HB 5054 for communities that sacrificed to solidify their pensions would provide immeasurable relief to those of us who are experiencing the same pension-related financial stress as those eligible for the much larger sum. HB 5054 had broad bi-partisan support in 2022, and we are hopeful such bipartisan support

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In closing, we want to reiterate that communities like ours, ineligible for the \$750 million in relief from the State, have the same pension-related problems as the communities who will receive those dollars and the same pressing need for such relief.

We are providing you with the copy from HB 5054, calling your attention to Sec. 302, which begins on Page 7 of the Bill. We look forward to discussing this with you further in the coming days and weeks. We thank you in advance for your consideration of this vital matter.

Best regards,

Art Bryant
Mayor
City of Grosse Pointe Woods

SUBSTITUTE FOR
HOUSE BILL NO. 5054

A bill to make, supplement, and adjust appropriations for various state departments and agencies for the fiscal year ending September 30, 2022; to provide for certain conditions on appropriations; and to provide for the expenditure of the appropriations.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

PART 1

LINE-ITEM APPROPRIATIONS

Sec. 101. There is appropriated for various state departments and agencies to supplement appropriations for the fiscal year ending September 30, 2022, from the following funds:

APPROPRIATION SUMMARY

GROSS APPROPRIATION

\$ 1,500,000,000

1	Interdepartmental grant revenues:	
2	Total interdepartmental grants and	
3	intradepartmental transfers	0
4	ADJUSTED GROSS APPROPRIATION	\$ 1,500,000,000
5	Federal revenues:	
6	Total federal revenues	0
7	Special revenue funds:	
8	Total local revenues	0
9	Total private revenues	0
10	Total other state restricted revenues	0
11	State general fund/general purpose	\$ 1,500,000,000
12	Sec. 102. DEPARTMENT OF TREASURY	
13	(1) APPROPRIATION SUMMARY	
14	GROSS APPROPRIATION	\$ 1,500,000,000
15	Interdepartmental grant revenues:	
16	Total interdepartmental grants and	
17	intradepartmental transfers	0
18	ADJUSTED GROSS APPROPRIATION	\$ 1,500,000,000
19	Federal revenues:	
20	Total federal revenues	0
21	Special revenue funds:	
22	Total local revenues	0
23	Total private revenues	0
24	Total other state restricted revenues	0
25	State general fund/general purpose	\$ 1,500,000,000
26	(2) ONE-TIME APPROPRIATIONS	
27	Local unit municipal pension principal payment	
28	grant	\$ 900,000,000

1	Pension best practices and debt reduction grant	
2	program	250,000,000
3	State police retirement system deposit	350,000,000
4	GROSS APPROPRIATION	\$ 1,500,000,000
5	Appropriated from:	
6	State general fund/general purpose	\$ 1,500,000,000

PART 2

PROVISIONS CONCERNING APPROPRIATIONS

GENERAL SECTIONS

11 Sec. 201. Pursuant to section 30 of article IX of the state
12 constitution of 1963, total state spending from state sources under
13 part 1 for the fiscal year ending September 30, 2022 is
14 \$1,500,000,000.00 and total state spending from state sources to be
15 paid to local units of government is \$1,150,000,000.00.

16 Sec. 202. The appropriations made and expenditures authorized
17 under this part and part 1 and the departments, commissions,
18 boards, offices, and programs for which appropriations are made
19 under this part and part 1 are subject to the management and budget
20 act, 1984 PA 431, MCL 18.1101 to 18.1594.

DEPARTMENT OF TREASURY

23 Sec. 301. (1) From the funds appropriated in part 1 for local
24 unit municipal pension principal payment grant, the department of
25 treasury shall establish and operate a grant program that would
26 provide grant awards to qualified units for deposit into the
27 qualified unit's qualified retirement system or systems. The grant
28 award payment into the qualified retirement system must be in
29 addition to the qualified unit's actuarially determined

1 contribution and must not be used by the qualified unit to meet its
2 actuarially determined contribution for the qualified retirement
3 system or systems.

4 (2) To qualify for a grant award under this section, a
5 qualified unit must certify and attest via an affidavit that it
6 shall implement all of the following practices upon the receipt of
7 a grant award:

8 (a) The qualified unit shall make, in full, all actuarially
9 determined contributions. If a qualified unit's actual contribution
10 is less than the actuarially determined contribution, the qualified
11 unit shall remit an amount equal to the difference to the qualified
12 retirement system within 12 months. If the qualified unit fails to
13 remit this payment within 12 months, the department of treasury may
14 intercept the qualified unit's revenue sharing payment. For a
15 qualified unit that is a road commission, the department of
16 transportation, in cooperation with the department of treasury, may
17 intercept an available state revenue distribution.

18 (b) The qualified unit shall not provide contractual benefit
19 enhancements unless the contractual benefit enhancement is 100%
20 prefunded. Failure to meet the conditions of this subdivision
21 requires repayment of the grant award that was received by the
22 qualified unit.

23 (c) The discount rate and the assumed rate of return for the
24 qualified retirement system shall be capped at current levels. The
25 discount rate and assumed rate of return may be approved for
26 adjustment to a lower level.

27 (d) The qualified retirement system shall adopt the most
28 recent mortality tables recommended by the Society of Actuaries,
29 which may subsequently be adjusted based on an experience study of

1 the qualified retirement system.

2 (e) The qualified unit shall be subject to corrective action
3 plan monitoring by the municipal stability board for 5 years
4 following receipt of any grant award.

5 (f) Before completing correction action plan monitoring in a
6 5-year period, the qualified unit shall comply with the uniform
7 actuarial assumptions of retirement systems published as of
8 December 31, 2021 by the state treasurer under the protecting local
9 government retirement and benefits act, 2017 PA 202, MCL 38.2801 to
10 38.2812, for the qualified retirement system. A qualified unit with
11 a population of between 80,000 and 85,000 located in a county with
12 a population of between 400,000 and 410,000 according to the most
13 recent federal decennial census is not subject to the uniform
14 actuarial assumptions of retirement systems' assumption on
15 amortization and may maintain its current amortization schedule.

16 (3) Grant awards under this section must be capped at
17 \$100,000,000.00 for any qualified unit's qualified retirement
18 system.

19 (4) The department of treasury shall develop, and publish on
20 the department website, program guidelines, an application process,
21 and the associated application materials no later than April 15,
22 2022. The department of treasury must accept applications from
23 qualified units beginning April 15, 2022 and ending on May 31,
24 2022. Grant awards must be dispersed no later than August 30, 2022.

25 (5) Any funds not awarded by August 30, 2022 must be
26 reallocated and redistributed in a manner that results in the
27 greatest average funded ratio among qualified retirement systems
28 that received a grant award. The cap on grant awards in subsection
29 (3) does not apply if funds are reallocated and redistributed under

1 this subsection.

2 (6) If the amount appropriated is insufficient to meet all
3 grant award requests, the department of treasury must distribute
4 funds in a manner that results in the greatest average funded ratio
5 among qualified retirement systems that receive a grant award.

6 (7) As used in this section:

7 (a) "Contractual benefit enhancement" means any change to the
8 current benefit policy for active members in a qualified retirement
9 system that increases the actuarially determined contribution rate
10 or decreases the funded ratio of the system. This does not include
11 wage and salary increases.

12 (b) "Qualified retirement system" means a retirement pension
13 benefit within a retirement system, as defined in section 3 of the
14 protecting local government retirement and benefits act, 2017 PA
15 202, MCL 38.2803, of a qualified unit, with a funded ratio below
16 60% as of the most recent fiscal year ending on or before December
17 31, 2021.

18 (c) "Qualified unit" means a city, county, township, village,
19 or road commission that operates a qualified retirement system.

20 (8) The unexpended funds appropriated in part 1 for local unit
21 municipal pension principal payment grant are designated as a work
22 project appropriation, and any unencumbered or unallotted funds
23 shall not lapse at the end of the fiscal year and shall be
24 available for expenditures for projects under this section until
25 the projects have been completed. The following is in compliance
26 with section 451a(1) of the management and budget act, 1984 PA 431,
27 MCL 18.1451a:

28 (a) The purpose of the project is to provide grant awards to
29 be used for deposit into a qualified unit's qualified retirement

1 system.

2 (b) The project will be accomplished by grants to qualified
3 units approved by the department of treasury.

4 (c) The estimated cost of this project is \$900,000,000.00.

5 (d) The tentative completion date for the work project is
6 September 30, 2026.

7 Sec. 302. (1) From the funds appropriated in part 1 for
8 pension best practices and debt reduction grant program, the
9 department of treasury shall establish and operate a grant program
10 that provides grant awards to qualified units that certify and
11 attest to establishing pension best practices as provided in
12 subsection (2) for their qualified retirement system.

13 (2) To qualify for a grant award under this section, a
14 qualified unit must certify and attest via an affidavit that it
15 shall implement all of the following practices upon the receipt of
16 a grant award:

17 (a) Retiree health care, if offered, shall be prefunded. As
18 used in this subdivision, "prefunded" means qualified units must
19 amortize the unfunded actuarial accrued liability of the retiree
20 health care system over a maximum closed period as determined by
21 the uniform actuarial assumptions of retirement systems published
22 as of December 31, 2021 by the state treasurer under the protecting
23 local government retirement and benefits act, 2017 PA 202, MCL
24 38.2801 to 38.2812. The grant award deposited into a qualified
25 retirement system, as provided in subsection (3)(c)(i), may be used
26 by the qualified unit to prefund health care.

27 (b) The qualified unit shall make, in full, all actuarially
28 determined contributions. If a qualified unit's actual contribution
29 is less than the actuarially determined contribution, the qualified

1 unit shall remit an amount equal to the difference to the qualified
2 retirement system within 12 months. If the qualified unit fails to
3 remit this payment within 12 months, the department of treasury may
4 intercept the qualified unit's revenue sharing payment. For a
5 qualified unit that is a road commission, the department of
6 transportation, in cooperation with the department of treasury, may
7 intercept an available state revenue distribution.

8 (c) The discount rate and the assumed rate of return for the
9 qualified retirement system shall be capped at current levels. The
10 discount rate and assumed rate of return may be approved for
11 adjustment to a lower level.

12 (d) The qualified retirement system shall adopt the most
13 recent mortality tables recommended by the Society of Actuaries,
14 which may subsequently be adjusted based on an experience study of
15 the qualified retirement system.

16 (e) Within 5 years, the qualified unit shall comply with the
17 uniform actuarial assumptions of retirement systems published as of
18 December 31, 2021 by the state treasurer under the protecting local
19 government retirement and benefits act, 2017 PA 202, MCL 38.2801 to
20 38.2812, for the qualified retirement system.

21 (3) Grant awards distributed under this section must meet all
22 of the following conditions:

23 (a) Grant awards to a qualified unit are capped at 5% of the
24 amount of funds available for grant awards. This cap does not apply
25 if subsequent rounds of applications are established under
26 subdivision (b).

27 (b) Any funds not awarded by September 30, 2022 must be used
28 for additional rounds of applications until all funds are
29 dispersed.

1 (c) A qualified unit receiving a grant award under this
2 section shall be subject to the following uses in the following
3 order of priority:

4 (i) The grant award must be deposited into the qualified
5 retirement system and must be in addition to the qualified unit's
6 actuarially determined contribution and must not be used by the
7 qualified unit to meet its actuarially determined contribution for
8 the qualified retirement system. The amount deposited into the
9 qualified retirement system must establish a funded ratio of at
10 least 100% before the qualified unit can use funds under
11 subparagraph (ii). Grant awards may also be deposited for a
12 retirement health benefit of a retirement system, as defined in
13 section 3 of the protecting local government retirement and
14 benefits act, 2017 PA 202, MCL 38.2803, of a qualified unit that is
15 transitioning from pay-as-you-go to prefunding.

16 (ii) The qualified unit may use any funds available after
17 satisfying subparagraph (i) to make principal payments on any
18 outstanding debt obligations as of December 31, 2021. A qualified
19 unit is allowed to create a debt sinking fund to prefund any debt
20 repayments that are not eligible for early repayment. The qualified
21 unit must have no remaining debt obligations before the qualified
22 unit can use funds under subparagraph (iii).

23 (iii) The qualified unit may use any funds available after
24 satisfying subparagraphs (i) and (ii) to satisfy any matching fund
25 requirements for infrastructure investments.

26 (4) The department of treasury shall develop, and publish on
27 the department website, program guidelines, an application process,
28 and the associated application materials no later than July 1,
29 2022. The department of treasury must accept applications from

1 qualified units beginning July 1, 2022 and ending on July 31, 2022.
2 Grant awards must be dispersed no later than September 30, 2022.

3 (5) As used in this section:

4 (a) "Qualified retirement system" means a retirement pension
5 benefit within a retirement system, as defined in section 3 of the
6 protecting local government retirement and benefits act, 2017 PA
7 202, MCL 38.2803, of a qualified unit, with a funded ratio greater
8 than or equal to 60% as of December 31, 2021.

9 (b) "Qualified unit" means a city, county, township, village,
10 or road commission that operates a qualified retirement system or
11 has closed a qualified retirement system and offers a defined
12 contribution retirement plan.

13 (6) The unexpended funds appropriated in part 1 for pension
14 best practices and debt reduction grant program are designated as a
15 work project appropriation, and any unencumbered or unallotted
16 funds shall not lapse at the end of the fiscal year and shall be
17 available for expenditures for projects under this section until
18 the projects have been completed. The following is in compliance
19 with section 451a(1) of the management and budget act, 1984 PA 431,
20 MCL 18.1451a:

21 (a) The purpose of the project is to promote pension best
22 practices and debt reduction measures among qualified units.

23 (b) The project will be accomplished by grants to qualified
24 units approved by the department of treasury.

25 (c) The estimated cost of this project is \$250,000,000.00.

26 (d) The tentative completion date for the work project is
27 September 30, 2026.

28 Sec. 303. The funds appropriated in part 1 for state police
29 retirement system deposit must be used solely for a deposit into

1 the state police retirement system. The deposit into the state
2 police retirement system must be in addition to the actuarially
3 determined contribution and must not be used to meet the
4 actuarially determined contribution for the state police retirement
5 system.

Roll Call No. 81

Yeas—71

Aiyash	Damoose	Jones	Roth
Albert	Eisen	Kahle	Shannon
Alexander	Farrington	Koleszar	Slagh
Allor	Filler	LaFave	Sneller
Beeler	Fink	Lightner	Steckloff
Bellino	Frederick	Lilly	Thanedar
Berman	Garza	Maddock	Tisdell
Beson	Glenn	Marino	VanSingel
Bezotte	Green	Markkanen	VanWoerkom
Bollin	Griffin	Martin	Wakeman
Borton	Haadsma	Meerman	Wendzel
Brann	Hall	Mueller	Wentworth
Breen	Hauck	O'Malley	Whiteford
Calley	Hoitenga	Outman	Whitsett
Cambensy	Hood	Paquette	Witwer
Camilleri	Hornberger	Posthumus	Yancey
Carra	Howell	Reilly	Yaroch
Clements	Johnson, S	Rendon	

Nays—33

Anthony	Ellison	Manoogian	Rogers
Bolden	Hertel	Morse	Sabo
Brabec	Hope	Neeley	Scott
Brixie	Johnson, C	O'Neal	Sowerby
Carter, B	Kuppa	Peterson	Steenland
Carter, T	LaGrand	Pohutsky	Stone
Cavanagh	Lasinski	Puri	Tate
Cherry	Liberati	Rabhi	Young
Coleman			

In The Chair: Hornberger

The question being on agreeing to the title of the bill,

Rep. Frederick moved to amend the title to read as follows:

A bill to make, supplement, and adjust appropriations for various state departments and agencies for the fiscal year ending September 30, 2022; to provide for certain conditions on appropriations; and to provide for the expenditure of the appropriations.

The motion prevailed.

The House agreed to the title as amended.

Rep. Frederick moved that the bill be given immediate effect.

The motion prevailed, 2/3 of the members serving voting therefor.

Rep. Young, having reserved the right to explain her protest against the passage of the bill, made the following statement:

"Mr. Speaker and members of the House:

I believe the 'devil is in the details'. On the surface, it sounds good, but currently the one thing I know is this legislation was put forward without any negotiations with the Senate or the Governor's office. The future of this legislation may be like so many others ... a slow death in the Senate because the work wasn't done on the front end to ensure support.

From: Scott Schorer (RIM) <[REDACTED]>
Sent: Wednesday, April 12, 2023 9:12 AM
To: Matt Wettstein <[REDACTED]>; Elise Coyle <[REDACTED]>;
<[REDACTED]>; 'Rachel Koester' <[REDACTED]>; 'Arslanian, Gloria'
<[REDACTED]>; 'Amanda Josefiak'
<[REDACTED]>; 'Marlin Stewart'
<[REDACTED]>; 'Mary Casinelli' <[REDACTED]>; 'Sherrie McCullough'
<[REDACTED]>; 'Hage, Phil' <[REDACTED]>; 'A C'
<[REDACTED]>; Michael Koester
<[REDACTED]>; City Clerk <[REDACTED]>; 'GLENN MCCULLOUGH'
<[REDACTED]>
Subject: RE: March 2023

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:

I'm replying to this thread because it's the last email I have received...I see that I am a recipient, but can't figure out if they are getting filtered out by the server or something. Sorry I missed last month, I was out of the country on a business trip...I have a work conflict that will make me miss tonight's meeting as well. I have been thinking about how chaotic and unpredictable my life has become between caring for my mom and picking up the slack at work and how many meetings I have been forced to miss since I joined. I have come to the conclusion that I will need to resign my committee position. I will make myself available to help with the flower sale this year (and happy to do so in the future as well)...since emails are not always getting to me, please text me and let me know if I can help with deliveries and the flower sale. (206) 334-4796. Wishing you all the best and sorry that things have not worked out as planned.

Best, Scott



Scott Schorer | *Proposal & Contracts Specialist*

