



CITY OF GROSSE POINTE WOODS
REGULAR CITY COUNCIL MEETING AGENDA
Monday, June 05, 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: June 1, 2023

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. RECOGNITION OF COMMISSION MEMBERS

5. CONSENT AGENDA

A. Appointment

1. Senior Citizens' Commission (Mayor)

a. Pamela Solomon - Term to expire 12/31/24

1) Biographical Sketch

B. Approval of Minutes

1. Council 05/15/23

C. Bids/Proposals/Contracts

1. Non-Union Employees

a. Memo 06/05/23 - City Administrator/Treasurer/Comptroller

2. AEW Design Fees for 2023/2024 Construction Projects

a. Memo 06/01/23 - Director of Public Services

b. Letters 06/01/23 - City Engineer

3. 2023 Miscellaneous Concrete Pavement Repair Program

a. Memo 06/01/23 - Director of Public Services

b. Letter 06/01/23 - City Engineer with Proposal

4. 2023 Sewer Cleaning and Closed-Circuit Television Investigation Program

a. Memo 06/01/23 - Director of Public Services

b. Letter 06/01/23 - City Engineer with Proposal

D. Proclamation

1. 100th Birthday - Theodore Mushenski

E. Resolution

cc: Council - 7
City Administrator
City Attorney

Treasurer/Comptroller
City Clerk
Email Group/Media

Assistant City Administrator
Post - 4

1. FY 2023-2024 Industrial Waste Control (IWC) Charges
 - a) Memo 06/05/23 - City Administrator/Treasurer/Comptroller
 - b) Fee Schedule
 - c) Proposed Resolution

F. Claims and Accounts

1. Keller Thoma - Legal Services - Invoice No. 123954 - April 2023 - 05/01/23 - \$131.25.
2. McKenna - Building/Planning Services
 - a. Invoice No. 21849-74 - Building Services - April 2023 - 05/25/23 - \$47,840.35.
 - b. Invoice No. 22-064-12 - Planning Services - April 2023 - 05/25/23 - \$550.00.
3. WCA - Assessing - Assessing Service - Invoice No. 05152023 - June 2023 - 05/15/23 - \$6,833.50.

G. Other City Business

1. Parade/Bike Ride Permit Application - Citizens' Recreation Commission
 - 1) Permit Application
 - 2) Commission Request to Hold Special Event Application
2. Unpaid Invoices
 - 1) Memo 06/05/23 - Treasurer/Comptroller
 - 2) Landscaping & Cross Connection Invoices - 2023 Tax Roll

6. ACCEPTANCE OF AGENDA

7. PRESENTATION

- A. Arbor Day Recognition and Poster Contest Winners

8. COMMUNICATIONS

- A. New Quota Class C Liquor License, Crispelli's, LLC, 19852 Mack Ave. (Formerly Known As 19850 Mack Ave.)
- 1) Memo 05/31/23 - City Administrator
 - 2) Letter 05/31/23 - City Attorney
 - 3) Proposed Agreement Restricting Certain Transfer of Class C Liquor License
 - 4) Letter 05/31/23 - McKenna
 - 5) Memo 05/31/23 - Director of Public Safety w/ attachment
 - 6) Email 05/24/23 - Permit Technician (Building Dept.)
 - 7) Parking Lot Use Agreement
 - 8) Cover Letter 02/22/23 - Kelly Allen (representing Crispelli's, LLC)
 - 9) Grosse Pointe Woods Alcoholic Liquors Application Affidavit
 - 10) On-Premises Retailer License & Permit Application (LLC-100a)
 - 11) 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
 - 12) Crispelli's - Organizational Chart
 - 13) Articles of Organization

- 14) 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
- 15) Proof of Financial Responsibility (LC-95)
- 16) Lease Agreement
- 17) Site Plan
- 18) Floor PPlan
- 19) Proposed Menu
- 20) Receipt of Payment
- 21) Affidavit of Legal Publication
- 22) Affidavit of Property/Business Owners Notified
- 23) GIS Map View
- 24) Letter 04/12/23 - Margaret Freundl (Resident)

B. Chene-Trombley Park Construction Improvement Plan

- 1) Memo 05/30/23 - City Administrator
- 2) Construction Budget Sheet
- 3) Quotes from locally known contractors/City Engineer/Department of Public Services
- 4) Original Quote - DeMonaco Building Company
- 5) Original Quote - Meadow Brook Construction Company
- 6) Proposed Site Plan

C. Resignation - Historical Commission - Delmar Harkenrider

- 1) Letter 05/20/23 - Delmar Harkenrider

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 June 5, 2023

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

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

A. Appointment

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

B. Approval of Minutes

- 1. Council 05/15/23

C. Bids/Proposals/Contracts

- 1. Non-Union Employees
 - a. Memo 06/05/23 - City Administrator/Treasurer/Comptroller
- 2. AEW Design Fees for 2023/2024 Construction Projects
 - a. Memo 06/01/23 - Director of Public Services
 - b. Letters 06/01/23 - City Engineer
- 3. 2023 Miscellaneous Concrete Pavement Repair Program
 - a. Memo 06/01/23 - Director of Public Services
 - b. Letter 06/01/23 - City Engineer with Proposal

4. 2023 Sewer Cleaning and Closed-Circuit Television Investigation Program
 - a. Memo 06/01/23 - Director of Public Services
 - b. Letter 06/01/23 - City Engineer with Proposal

D. Proclamation

1. 100th Birthday - Theodore Mushenski

E. Resolution

1. FY 2023-2024 Industrial Waste Control (IWC) Charges
 - a. Memo 06/05/23 - City Administrator/Treasurer/Comptroller
 - b. Fee Schedule
 - c. Proposed Resolution

F. Claims and Accounts

1. Keller Thoma - Legal Services - Invoice No. 123954 - April 2023 - 05/01/23 - \$131.25.
2. McKenna - Building/Planning Services
 - a. Invoice No. 21849-74 - Building Services - April 2023 - 05/25/23 - \$47,840.35.
 - b. Invoice No. 22-064-12 - Planning Services - April 2023 - 05/25/23 - \$550.00.
3. WCA - Assessing - Assessing Service - Invoice No. 05152023 - June 2023 - 05/15/23 - \$6,833.50.

G. Other City Business

1. Parade/Bike Ride Permit Application - Citizens' Recreation Commission
 - a. Permit Application
 - b. Commission Request to Hold Special Event Application
2. Unpaid Invoices
 - a. Memo 06/05/23 - Treasurer/Comptroller
 - b. Landscaping & Cross Connection Invoices - 2023 Tax Roll

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 PRESENTATION

Item 7A Arbor Day Recognition and Poster Contest Prerogative of the City Council to receive the Tree City USA flag from the Tree Commission and announce the winners of the 2023 Arbor Day Poster Contest.

Item 8 COMMUNICATIONS

Item 8A

NEW QUOTA CLASS C LIQUOR LICENSE, CRISPELLI’S, LLC, 19852 MACK AVE. (FORMERLY KNOWN AS 19850 MACK AVE.) The City Attorney, in her letter dated May 31, 2023, states that Crispelli’s, LLC is requesting a new quota Class C Liquor License for 19852 Mack Avenue – (Formerly known as 19850 Mack Avenue). City Departments have carefully considered all of the review factors set forth in Sec. 4-24 (6) with no concerns identified with the applicant or the application, except that the proposed location is within 500’ of a church. Liquor licenses are prohibited by state law within 500’ of a school or church, but the Michigan Liquor Control Commission (MLCC) may waive this prohibition for all classes of liquor licenses if an objection is not filed by the church or school. If an objection is filed, the MLCC must hold a hearing before making its decision on issuing the license. If there is no objection from the church, which is located within 500’ of Crispelli’s proposed location, then a recommendation for approval of the Class C liquor license is appropriate.

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

I concur with her and the reviewing departments’ recommendations.

Prerogative of the City Council to concur with the City Attorney’s and Administration’s recommendations to approve the requested new quota Class C liquor license to Crispelli’s, LLC, 19852 Mack Avenue (Formerly known as 19850 Mack Avenue), conditioned upon the applicant’s compliance with all federal, state, and local laws, including, but no limited to, obtaining a certificate of occupancy prior to opening for business, and to authorize the execution of the attached agreement.

Item 8B

CHENE-TROMBLEY PARK CONSTRUCTION IMPROVEMENT PLAN The City Administrator, in his memo dated May 30, 2023, stated that bids came in significantly higher than anticipated. After meeting with local contractors, Administration and the Department of Public Services were able to obtain quotes more aligned with the original estimated project costs.

To move forward with this project, the City Administrator is recommending that City Council authorize purchase orders in an amount not to exceed \$561,035.31.

The City budgeted \$366,300.00 for the Chene-Trombley Park construction expenses in the FY 2022-2023 Account No. 401-902-977.104 - Municipal Improvements Parks and Recreation.

The City Administrator is requesting a budget amendment in the amount of \$194,866.00 into account 401-000-674.020 – Donations. The increase in revenue is from the GPW Foundation and the DeMars family to be used for the Tot-Lot Improvements and into expense Account No. 401-902-977.104 – Municipal Improvements Parks and Recreation.

Prerogative of the City Council to approve a budget amendment in the amount of \$194,866.00 into Account No. 401-000-674.020 – Donations and authorize the increase in revenue from the GPW Foundation and the DeMars family to be used for the Tot-Lot Improvements and into expense Account No. 401-902-977.104 – Municipal Improvements Parks and Recreation.

Item 8C RESIGNATION: HISTORICAL COMMISSION – DELMAR HARKENRIDER
Prerogative of the Mayor to accept the resignation of Delmar Harkenrider from the Historical Commission with regret, and direct that appropriate thanks and recognition be sent to Mr. Harkenrider.

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



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

RECEIVED

MAY 24 2023

BIOGRAPHICAL SKETCH

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

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

NAME: Paula Solomon

ADDRESS: 620 North Oxford Road

TELEPHONE: Home: _____ Cell: (313) 580-1277

E-Mail: psolo1109@aol.com

OCCUPATION: Retired

OF YEARS RESIDENT OF GROSSE POINTE WOODS (Minimum 2 yrs. required): 40 years

PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION:

Worked with ^{all types of} people while working at GM and at G.P. North.

EDUCATION: B.A. Management M.B.A. Finance

PROFESSIONAL / SERVICE CLUB AFFILIATIONS: Beaumont Assistance League
Eastside Republican Club

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

I am a senior, grandmother and enjoy being with people.

J. Shanger
Signature of sponsor

Paula Solomon
Signature of applicant

Date: 05-24-23

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

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

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE
POINTE WOODS HELD ON MONDAY, MAY 15, 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 7:03 p.m. by Mayor Bryant.

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

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

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

The following Commission members were in attendance:

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

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

A. **Approval of Minutes**

1. Council 05/01/23
2. Historical Commission 03/09/23
3. Senior Citizens' Commission 01/17/23 with recommendation (no action to be taken as administration already finalized the budget amount)

4. Tree Commission 04/05/23

B. Monthly Financial Report

1. April 2023

C. Bids/Proposals/Contracts

1. Budget Amendment - Local Roads
 - a. Memo 04/26/23 - Treasurer/Comptroller/City Administrator
2. FY 2023-2024 Milk River Drain Budget/Millage Request
 - a. Memo 05/15/23 - City Administrator/Treasurer/Comptroller
 - b. FY 2023-2024 Grosse Gratiot Drain (Milk River) - Budget Worksheet/Account Detail Information Sheets
 - c. Proposed Resolution
3. Automatic Aid Agreement - Public Safety
 - a. Memo 05/09/23 - Director of Public Safety
 - b. Proposed Agreement
4. Tree Removal Contract for FY 2023/2024
 - a) Memo 05/02/23 - Director of Public Services
 - b) Proposed Agreement
 - c) Letter 05/25/23 - James Bonahoom (Arbor Pro Tree Service, Inc.)
 - d) Certificate of Liability Insurance
5. Trucking Services FY 2023-2024
 - a) Memo 05/02/23 - Director of Public Services
 - b) Proposed Agreement
 - c) Quote 05/02/23 - Grosso Trucking & Supply Co.
 - d) Certificate of Liability Insurance

D. Proclamation

1. National Gun Violence Awareness Day
2. National Military Appreciation Month
3. Peace Officers Memorial Day/National Police Week
4. Emergency Medical Services Week
5. National Public Works Week

E. Claims and Accounts

1. Anderson, Eckstein & Westrick, Inc. (AEW) - City Engineers

- a. Vernier Rd. Water Main Replacement - Invoice No. 0143299 - Proj. No. 0160-0446 - 04/21/23 - \$567.70.
 - b. 2022 Misc. Concrete Repair Program - Invoice No. 0143300 - Proj. No. 0160-0450 - 04/21/23 - \$648.68.
 - c. 2022 Sidewalk Repair Program Dist. 8 - Invoice No. 0143301 - Proj. No. 0160-0452 - 04/21/23 - \$541.41.
 - d. Hampton Rd. Water Main & Resurfacing (Mack/Marte) - Invoice No. 0143302 - Proj. No. 0160-0456 - 04/21/23 - \$2,099.53.
 - e. 2022-2023 General Engineering - Invoice No. 0143303 - Proj. No. 0160-0459 - 04/21/23 - \$1,167.60.
 - f. 2020-2021 Water Main Replacement Program - Invoice No. 0143383 - Proj. No. 0160-0426 - 04/25/23 - \$143.28.
 - g. Sewer Rehabilitation - Open Cut - Invoice No. 0143384 - Proj. No. 0160-0430 - 04/25/23 - \$102.28.
 - h. 2023-2024 Rate Study - Invoice No. 0143698 - Proj. No. 0160-0463 - 05/02/23 - \$1,167.60.
 - i. Allard Rd. Reconstruction (Harper-Chester) - Proj. No. 0160-0433 - Pay Estimate No. 9 - Florence Cement Company - 05/05/23 - \$71,128.40.
 - j. 2022 Sidewalk Repair Program - Proj. No. 0160-0452 - Pay Estimate No. 1 - JB Contractors, Inc. - 05/09/23 - \$32,362.47.
2. Hallahan & Associates, P.C. - Legal Services - Invoice No. 20419 - April 2023 - 05/01/23 - \$127.75.
 3. Rosati, Schultz, Joppich & Amtsbuechler, P.C. - Legal Services - Invoice No. 1079435 - 05/09/23 - \$6,530.40.
 4. York, Dolan & Tomlinson, P.C. - Legal Services - Invoice No. 92 - 05/02/23 - \$3,565.00.

Motion carried by the following vote:

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

Mayor Bryant read aloud the proclamations regarding National Public Works Week, National Military Appreciation Month, Peace Officers Memorial Day/National Police Week, Emergency Medical Services Week, and National Gun Violence Awareness Day.

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

Motion carried by the following vote:

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

Motion by Granger, seconded by Vaughn, that the City Council open the public hearing regarding the Proposed FY 2023-2024 Budget.

Motion carried by the following vote:

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

THE MEETING WAS THEREUPON OPENED AT 7:16 P.M. FOR A PUBLIC HEARING ON THE FY 2023-2024 PROPOSED BUDGET WITH ALL COUNCIL MEMBERS PRESENT.

Motion by McConaghy, seconded by Koester, that the following items be received and placed on file:

1. Memo 05/15/23 – City Administrator/Treasurer/Comptroller
2. Proposed 2023-2024 Budget Summary
3. Proposed Resolution
4. 2023 Tax Rate Request L-4029 Form
5. Affidavit of Publication

Motion carried by the following vote:

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

The Chair asked if anyone in the audience wished to be heard in favor of the Proposed FY 2023-2024 Budget. The following individual was heard:

- Melinda Billingsley, 20143 Doyle Ct. – Commented on consideration of an increase to starting wages for lifeguards.

The Chair asked if anyone in the audience wished to be heard in opposition to the Proposed FY 2023-2024 Budget. Nobody wished to be heard.

Motion by Granger, seconded by Koester, that the public hearing be closed at 7:18 p.m. Passed unanimously.

Motion by Gafa, seconded by Granger, that City Council concur with the recommendation of the Committee-of-the-Whole Sitting as a Finance Committee, at their meeting held on April 17, 2023, and adopt the **Proposed FY 2023-2024 Budget** as presented, adopt the Budget and Appropriation Resolution, and authorize the Mayor and City Clerk to sign the 2023 Tax Rate Request Form L-4029.

Council Member Vaughn asked about the lifeguard wages at Lake Front Park. City Administrator Schulte stated that during the budget process, staff was consolidated and the annual bonus was diverted into a dollar increase in wages. The increased wage of \$11/hr. is competitive to Grosse Pointe Park and Grosse Pointe City, considering there is approximately 40-50 more lifeguards hired at Grosse Pointe Woods.

Motion carried by the following vote:

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

Motion by Vaughn, seconded by Koester, regarding the **Drinking Water State Revolving Fund (DWSRF) Project Plan**, that City Council concur with Director of Public Services Kowalski's recommendation to adopt the proposed resolution and authorize the City Clerk to sign, and authorize Anderson, Eckstein & Westrick, Inc. (AEW) to submit the application and resolution to the Department of Environment, Great Lakes, and Energy (EGLE).

City Engineer Wilberding answered questions from Council regarding the Project Plan and its timeline.

Motion carried by the following vote:

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

Motion by Brown, seconded by McConaghy, regarding **Second Reading: Ordinance Amendment to Chapter 4 – Alcoholic Liquors, Article II – Liquor and Tavern Licenses, Sections 4-19 and 4-21**, that City Council approve the proposed ordinance amendment as presented and make it effective 10 days after its enactment.

Motion carried by the following vote:

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

Under New Business, no one wished to be heard.

Under Public Comment, the following individual was heard:

- Judith Burkhardt – In support of Gun Violence Awareness – Support Group in front of City Hall on Tuesdays from 4:00 p.m. – 5:00 p.m.

Motion by Granger, seconded by Koester, to **adjourn tonight’s meeting** at 7:37 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Paul P. Antolin
City Clerk

Arthur W. Bryant
Mayor



**CITY OF GROSSE POINTE WOODS
MEMORANDUM**

Date: June 5, 2023
To: Mayor Bryant and City Council
From: Frank Schulte, City Administrator
Shawn Murphy, Treasurer/Comptroller
Re: Non-Union Employees

1. Effective July 1, 2023, there will be a **three percent (3%)** across the board wage increase for appointed officials, department heads, non-union employees and permanent part-time administrative employees who have been employed with the City for six (6) months.
2. Five (5) unpaid furlough days, scheduled as follows:

Furlough Days Fiscal Year 2023-2024

July 3, 2023	Day before 4 th of July
September 1, 2023	Friday before Labor Day
January 15, 2024	Martin Luther King Day
April 1, 2024	Easter Monday
May 24, 2024	Friday before Memorial Day

Effective July 1, 2023, we respectfully request City Council to approve a three percent (3%) pay increase for appointed officials, department heads, non-union employees and permanent part-time administrative employees who have been employed with the City for six (6) months..

Handwritten signature of Frank Schulte in blue ink.

Frank Schulte, City Administrator

Handwritten signature of Shawn Murphy in blue ink.

Shawn Murphy, Treasurer/Comptroller

RECEIVED

MAY 19 2023

**CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT**

TO: Frank Schulte, City Administrator
 FROM: James Kowalski, Director of Public Services *J.K.*
 DATE: June 1, 2023
 SUBJECT: AEW Design Fees for 2023/2024 Construction Projects

RECEIVED

JUN 02 2023

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

During the Finance Committee meeting, a discussion was held regarding the proposed 2023/2024 construction projects. The recommended projects included the water main replacement and resurfacing of Roslyn from Mack to Marter, Lake Front Park splash pad, sidewalk grinding, Mack and Vernier intersection improvements, and development of a State Revolving Fund (SRF) Project Plan.

The first table shows all costs of construction and engineering for the above-mentioned projects. The second table shows design engineering costs to be provided by Anderson, Eckstein and Westrick, Inc. (AEW).

Total Cost of Included Projects

Projects	Total Project	Construction Cost	Construction Engineering Cost	Design Engineering Cost
Roslyn Water Main and Resurfacing	\$2,880,000.00	\$2,400,000.00	\$348,000.00	\$132,000.00
Lake Front Park Splash Pad	\$425,000.00	\$354,167.00	\$45,333.00	\$25,500.00
Sidewalk Grinding	\$30,000.00	\$27,000.00	N/A	\$3,000.00
Mack & Vernier Intersection Improvements	N/A	N/A	N/A	\$100,000.00
SRF Project Plan Development	N/A	N/A	N/A	\$40,000.00
Total	\$3,335,000.00	\$2,781,167.00	\$393,333.00	\$300,500.00

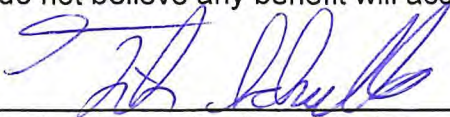
Design Engineering Cost of Projects

Projects	Account Number	Design Engineering Cost
Roslyn Water Main and Resurfacing	592-537-977.310	\$132,000.00
Lake Front Park Splash Pad	401-902-977.104	\$25,500.00
Sidewalk Grinding	202-451-976.100	\$600.00
Sidewalk Grinding	203-451-976.100	\$1,500.00
Sidewalk Grinding	592-537-976.100	\$900.00
Mack & Vernier Intersection Improvements	202-451-974.803	\$100,000.00
SRF Project Plan Development	592-537-977.500	\$20,000.00
SRF Project Plan Development	592-542-977.500	\$20,000.00
Total		\$300,500.00

Attached is a proposal of design services from Anderson, Eckstein and Westrick, Inc. for Grosse Pointe Woods for the above listed construction projects.

The total cost of design engineering is \$300,500.00. To move forward with the above projects for the 2023/2024 construction season, I am recommending that council approve funds for soliciting bids and design engineering that will be provided by Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Rd., Shelby Twp., MI 48315 in an amount not to exceed \$300,500.00 beginning July 1, 2023. These are budgeted items in the 2023/2024 fiscal year budget in the accounts listed in the table above.

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



Frank Schulte, City Administrator

6-2-23
Date

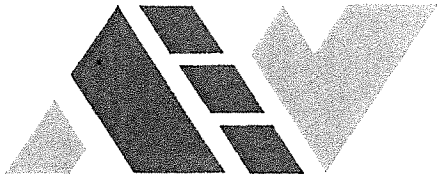
Fund Certification:

Account numbers and amounts have been verified as presented.



Shawn Murphy, Treasurer/Comptroller

6-2-23
Date



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

Shelby Township - Roseville - Livonia
586.726.1234 | www.aewinc.com

June 1, 2023

Jim Kowalski, Director of Public Services
City of Grosse Pointe Woods
1200 Parkway Drive
Grosse Pointe Woods, MI 48236

DRAFT

Reference: Design Engineering Fees
2023-2024 Infrastructure Projects

Dear Mr. Kowalski:

The City has selected a number of infrastructure improvement projects to include in this year's budget. The following is a list of the projects including the budgeted total costs.

Project Description	Total Cost	Construction	Const Eng	Design Eng
Roslyn Water Main & Resurfacing	\$2,880,000	\$2,400,000	\$348,000	\$132,000
Lake Front Park Splash Pad	\$425,000	\$354,167	\$45,333	\$25,500
Sidewalk Grinding	\$30,000	\$27,000	N/A	\$3,000
Mack & Vernier Inters. Improvements	N/A	N/A	N/A	\$100,000
SRF Project Plan Development	N/A	N/A	N/A	\$40,000

In order to facilitate timely construction schedules for these projects, we recommend authorization of the Design Engineering costs shown above. Please contact me with any questions or comments.

If you have any questions, please advise.

Sincerely,

Scott Lockwood, PE, Exec. Vice President

Mack & Vernier

202-451-974-803



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

Shelby Township - Roseville - Livonia
586.726.1234 | www.aewinc.com

June 1, 2023

Jim Kowalski, Director of Public Services
City of Grosse Pointe Woods
1200 Parkway Drive
Grosse Pointe Woods, MI 48236

Reference: Design Engineering Fees
2023-2024 Infrastructure Projects

Dear Mr. Kowalski:

The City has selected a number of infrastructure improvement projects to include in this year's budget. The following is a list of the projects including the budgeted total costs.

Project Description	Total Cost	Construction	Const Eng	Design Eng
Roslyn Water Main & Resurfacing	\$2,880,000	\$2,400,000	\$348,000	\$132,000
Lake Front Park Splash Pad	\$425,000	\$354,167	\$45,333	\$25,500
Sidewalk Grinding	\$30,000	\$27,000	N/A	\$3,000
Mack & Vernier Inters. Improvements	N/A	N/A	N/A	\$100,000
SRF Project Plan Development	N/A	N/A	N/A	\$40,000

In order to facilitate timely construction schedules for these projects, we recommend authorization of the Design Engineering costs shown above. Please contact me with any questions or comments.

If you have any questions, please advise.

Sincerely,

Scott Lockwood, PE, Exec. Vice President

M:\0160\0160-0459\Gen\Letters\DesignEngineeringAuthorizationFYE24.docx

MEMO 23-11

TO: Frank Schulte, City Administrator

FROM: James Kowalski, Director of Public Services *J.K.*

DATE: June 1, 2023

SUBJECT: Recommendation – 2023 Miscellaneous Concrete Pavement Repair Program
AEW Project No. 0160-0466

During the Finance Committee meeting, a discussion was held regarding the proposed 2023/2024 construction projects. Included in discussion was the 2023 Miscellaneous Concrete Pavement Repair Program.

Mattioli Cement Company, LLC has offered to extend their contract unit prices from the 2022 Miscellaneous Concrete Pavement Repair Program for the 2023 Miscellaneous Concrete Pavement Repair Program. Mattioli Cement Company, LLC was the lowest qualified bid received on June 7, 2022.

Anderson, Eckstein and Westrick, Inc. (AEW) believes based on the paving industry price increases, the contractor's availability, and the quality of their work, the City would not benefit in seeking bids for this year.

Based upon the recommendation of AEW, I concur that the contract for the 2023 Miscellaneous Concrete Pavement Repair Program be awarded to Mattioli Cement Company, LLC, 6085 McGuire, Fenton, Michigan 48430 in the amount of \$250,000.00. I further recommend design and construction engineering fees not to exceed \$50,000.00. The total project will not exceed \$300,000.00.

This is a budgeted item included in 2023/2024 fiscal year budget in the accounts listed in the table below.

	Amount	Account No.
Construction Major Streets	\$62,500.00	202-451-974.200
Construction Local Streets	\$41,667.00	203-451-974.200
Construction Parking	\$83,333.00	585-571-977.000
Construction Water/Sewer	\$62,500.00	592-537-975.400
Total Construction	\$250,000.00	
Engineering Major Streets	\$12,500.00	202-451-974.201
Engineering Local Streets	\$8,333.00	203-451-974.201
Engineering Parking	\$16,667.00	585-571-978.300
Engineering Water/Sewer	\$12,500.00	592-537-975.401
Total Construction Engineering	\$50,000.00	
Total Project	\$300,000.00	

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



 Frank Schulte, City Administrator

6-2-23

 Date

RECEIVED

JUN 02 2023

CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

Fund Certification:

Account numbers and amounts have been verified as presented.

Shawn Murphy
Shawn Murphy, Treasurer/Comptroller

6-2-23
Date



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

5000 Westland Road, Southfield, Michigan 48034
313.251.1141 | www.aewinc.com

June 1, 2023

Frank Schulte, City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, Michigan 48236-2397

Reference: 2023 Miscellaneous Concrete Pavement Repair Program
City of Grosse Pointe Woods
AEW Project No. 0160-0466

Dear Mr. Schulte:

Mattioli Cement Company, LLC, has offered to extend their contract unit prices from the 2022 Miscellaneous Concrete Pavement Repair Program for the proposed 2023 Miscellaneous Concrete Pavement Repair Program. A summary of the bid items is included on the attached Proposal.

Based on the paving industry price increases, the contractor's availability, and the quality of their work, we believe the City would not see a benefit in seeking bids for the 2023 Miscellaneous Concrete Pavement Repair Program.

Therefore, we recommend the contract for the **2023 Miscellaneous Concrete Pavement Repair Program** be awarded to **Mattioli Cement Company, LLC** in the amount of **\$250,000.00**.

In addition, we are recommending design and construction engineering in the amount of \$50,000.00 for a total project cost estimate of \$300,000.00.

If you have any questions, please advise.

Sincerely,

Frank Varicalli
RTW

Frank D. Varicalli
Infrastructure Rehab Group Lead

Enclosure: Proposal

cc: James Kowalski, Director of Public Services
Shawn Murphy, Controller
Ross Wilberding, PE, Anderson, Eckstein and Westrick, Inc.

M:\0160\0160-0466\Project Mgmt\Correspondence\Schulte_FD V (0160-0466)_230601.docx

PROPOSAL

CITY OF GROSSE POINTE WOODS 2023 CONCRETE PAVEMENT REPAIR PROGRAM AEW PROJECT NO. 0160-0466

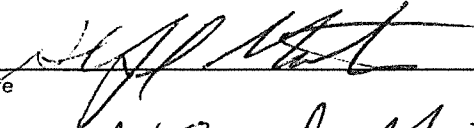
Item No.	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	_Bonds, Insurance & Mobilization Expense	1	LS	7,500.00	7,500.00
2	Curb and Gutter, Rem	61	Ft	20.00	1,220.00
3	Sidewalk, Rem	42	Syd	15.00	630.00
4	_Driveway, Conc, Rem	43	Syd	15.00	645.00
5	_Subgrade Undercutting, Modified	2	Cyd	42.00	84.00
6	Maintenance Gravel, LM	5	Cyd	23.00	115.00
7	_External Structure Wrap, 12 inch	9	Ea	610.00	5,490.00
8	_External Structure Wrap, 18 inch	3	Ea	775.00	2,325.00
9	Dr Structure Cover, Adj, Case 1, Modified	12	Ea	520.00	6,240.00
10	Dr Structure, Adj, Add Depth	24	Ft	265.00	6,360.00
11	Dr Structure, Tap, 4 inch	18	Ea	195.00	3,510.00
12	Dr Structure, Tap, 10 inch	1	Ea	600.00	600.00
13	_Dr Structure Frame and Cover, Manhole	3	Ea	600.00	1,800.00
14	_Dr Structure Frame and Cover, Storm Catch Basin	9	Ea	675.00	6,075.00
15	_Dr Structure Trap, 10 inch	1	Ea	1,000.00	1,000.00
16	_Dr Structure Trap, 12 inch	1	Ea	1,000.00	1,000.00
17	Underdrain, Subgrade, 4 inch, Modified	215	Ft	19.00	4,085.00
18	Joint, Expansion, E2	140	Ft	31.00	4,340.00
19	Lane Tie, Epoxy Anchored	1,160	Ea	7.00	8,120.00
20	Pavt Repr, Nonreinf Conc, 8 inch	1,625	Syd	60.00	97,500.00
21	Pavt Repr, Nonreinf Conc, 9 inch	200	Syd	65.00	13,000.00
22	_Full Depth Sawcutting through Existing Pavements, Sidewalk, Driveway or Curb	2,849	Ft	6.00	17,094.00

PROPOSAL


CITY OF GROSSE POINTE WOODS 2023 CONCRETE PAVEMENT REPAIR PROGRAM AEW PROJECT NO. 0160-0466

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
23	_Joint, Expansion, Erg, Modified	47	Ft	40.00	1,880.00
24	_Pavt Repr, Rem, Modified	1,825	Syd	15.00	27,375.00
25	Driveway, Nonreinf Conc, 6 inch	43	Syd	59.00	2,537.00
26	Curb and Gutter, Conc, Det F4	61	Ft	40.00	2,440.00
27	Detectable Warning Surface	10	Ft	66.00	660.00
28	Sidewalk, Conc, 4 inch	200	Sft	7.50	1,500.00
29	Sidewalk, Conc, 6 inch	50	Sft	7.90	395.00
30	_Sidewalk Ramp, Conc, 8 inch	120	Sft	9.00	1,080.00
31	_Traffic Control and Maintenance	1	LS	23,000.00	23,000.00
32	_Surface Restoration, Seeding	100	Syd	4.00	400.00
PROPOSAL GRAND TOTAL \$					250,000.00

Mattioli Cement Co., LLC
 Bidder/Company


 Signature

Alfred Mattioli
 Printed Name


 Attest Signature

Shawn Bradley
 Attest Printed Name

6085 McGuire Road, Fenton, MI 48430
 Address

313-215-1003
 Telephone

mattiolicemento@charter.net
 Email Address

5-17-2023
 Date of Signature

*Contractor will be required to submit Bonds and Insurance for this project

MEMO 23-13

TO: Frank Schulte, City Administrator
FROM: James Kowalski, Director of Public Services *J.K.*
DATE: June 1, 2023
SUBJECT: Recommendation – 2023 Sewer Cleaning and Closed-Circuit Television Investigation Program – AEW Project No. 0160-0467

During the Finance Committee meeting, a discussion was held regarding the proposed 2023/2024 construction projects. Included in discussion was the 2023 Sewer Cleaning and Closed-Circuit Television (CCTV) Investigation Program.

Corby Energy Services, Inc. has offered to extend their contract unit prices from the 2022 Sewer Cleaning and Closed-Circuit Television Investigation Program for the 2023 Sewer Cleaning and Closed-Circuit Television Investigation Program. Corby Energy Services, Inc. was the lowest qualified bid received on June 29, 2021.

They are qualified to perform this work and it is satisfactory. Anderson, Eckstein and Westrick, Inc. (AEW) believes based on the limited amount of proposed footage the City would not benefit in seeking bids for this year.

Based upon the recommendation of AEW, I concur that the contract for the 2023 Sewer Cleaning and Closed-Circuit Television Investigation Program be awarded to Corby Energy Services, Inc., 6001 Schooner, Belleville, Michigan 48112 in the amount of \$65,087.50.

I recommend a contingency in an amount not to exceed \$18,245.50 for any unforeseen problems should they arise. I further recommend design and construction engineering fees that will be provided by Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Rd., Shelby Twp., MI 48315 in an amount not to exceed \$16,667.00. The total project will not exceed \$100,000.00.

This is a budgeted item included in 2023/2024 fiscal year budget in the water/sewer sewer cleaning - construction account no. 592-537-975.005 in the amount of \$83,333.00 and the water/sewer sewer cleaning - engineering account no. 592-537-975.004 in the amount of \$16,667.00.

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

6-2-23

Date

RECEIVED

Fund Certification:

JUN 02 2023

Account numbers and amounts have been verified as presented.

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Shawn Murphy

Shawn Murphy, Treasurer/Comptroller

6-2-23

Date



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

11101 Schroeder Road, Ste 100, Grand Rapids, MI 49501
586-726-1234 | www.aewinc.com

June 1, 2023

Frank Schulte, City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, Michigan 48236-2397

Reference: 2023 Sewer Cleaning and CCTV Investigation Program
City of Grosse Pointe Woods
AEW Project No. 0160-0467

Dear Mr. Schulte:

Corby Energy Services has offered to extend their contract unit prices from the 2021 Sewer Cleaning and CCTV Investigation for the proposed 2023 Sewer Cleaning and CCTV Investigation program. A summary of the bid items is included on the attached Proposal.

Based on the limited amount of proposed footage we believe the City would not see a benefit in seeking bids for the 2023 Sewer Cleaning and CCTV Investigation Program.

Therefore, we recommend the contract for the **2023 Sewer Cleaning and CCTV Investigation Program** be awarded to **Corby Energy Services, Inc.** in the amount of **\$65,087.50**.

In addition, we are recommending a construction contingency in the amount of \$18,245.50 as well as design and construction engineering in the amount of \$16,667.00. Therefore, the total project cost estimate is \$100,000.00.

If you may have any questions please advise.

Sincerely,

Frank Varicalli ^{RTW}

Frank D. Varicalli
Infrastructure Rehab Group Lead

Enclosure: Proposal

cc: James Kowalski, Director of Public Services
Shawn Murphy, Controller
Ross Wilberding, PE, Anderson, Eckstein and Westrick, Inc.

M:\0160\0160-0467\Project Mgmt\Correspondence\Schulte_FDV_230601(0160-0467).docx

PROPOSAL

**CITY OF GROSSE POINTE WOODS
2023 SEWER CLEANING AND CCTV INVESTIGATION
AEW PROJECT NO. 0160-0467**

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1.	Bonds, Insurance & Initial Set-Up Expense	1	LS	1,800.00 \$	1,800.00
2.	Mobilization	1	LS	5,000.00	5,000.00
3.	Cleaning 06 - 12 inch Combined Sewers	3,400	FT	1.50	5,100.00
4.	Cleaning 15 - 21 inch Combined Sewers	3,250	FT	1.75	5,687.50
5.	Cleaning 24 - 36 inch Combined Sewers	2,050	FT	2.00	4,100.00
6.	Cleaning 39 - 48 inch Combined Sewers	1,250	FT	2.50	3,125.00
7.	Heavy Cleaning 06 - 12 inch Combined Sewers	850	FT	1.00	850.00
8.	Heavy Cleaning 15 - 21 inch Combined Sewers	850	FT	1.00	850.00
9.	Heavy Cleaning 24 - 36 inch Combined Sewers	550	FT	1.00	550.00
10.	Heavy Cleaning 39 - 48 inch Combined Sewers	350	FT	1.00	350.00
11.	Extra Heavy Cleaning	4	Hrs	325.00	1,300.00
12.	Final TV Investigation and Log, 06 - 12 inch Combined Sewers	3,400	FT	1.50	5,100.00
13.	Final TV Investigation and Log, 15 - 21 inch Combined Sewers	3,250	FT	1.50	4,875.00
14.	Final TV Investigation and Log, 24 - 36 inch Combined Sewers	2,050	FT	1.50	3,075.00
15.	Final TV Investigation and Log, 39 - 48 inch Combined Sewers	1,250	FT	2.00	2,500.00
16.	Final TV Investigation and Log, 60 inch Combined Sewers	1,650	FT	3.00	4,950.00
17.	Cut Protruding Tap	5	EA	50.00	250.00
18.	Remove Mineral Deposits	25	EA	25.00	625.00
19.	Deliverables	1	LS	2,500.00	2,500.00
20.	Traffic Maintenance and Control - Major Roads	1	LS	7,500.00	7,500.00
21.	Traffic Maintenance and Control - Minor Roads	1	LS	5,000.00	5,000.00
PROPOSAL GRAND TOTAL \$					65,087.50

PROPOSAL

CITY OF GROSSE POINTE WOODS
2023 SEWER CLEANING AND CCTV INVESTIGATION
AEW PROJECT NO. 0160-0467

Corby Energy Services, Inc.

Bidder/Company

Signature

Printed Name

Attest Signature

Attest Printed Name

Date of Signature

6001 Schooner Drive
Address

Belleville, MI 48112
Address

[734] 547-9237
Telephone

Jmartin@corbyenergy.com
Email Address

Jacob Martin
Email Recipient

*Contractor will be required to submit insurance and bonds for this project
** Water shall be obtained through the Grosse Pointe Woods DPW

**CITY OF GROSSE POINTE WOODS
PROCLAMATION**

WHEREAS, **THEODORE ROBERT MUSHENSKI (TED)** was born on June 7, 1923, as one of 3 children to Peter Mushenski and Helen Ladach and whose 100th birthday was June 7, 2023; and

WHEREAS, **THEODORE ROBERT MUSHENSKI** graduated from St Joseph's High School in 1942. Ted proudly served his country as a private in the US Army and was deployed to England, France, and Germany. Ted was in the Lightning division as a machine gunner; and

WHEREAS, **THEODORE ROBERT MUSHENSKI** after returning from military service worked for Ford Motor Company while receiving his Bachelor's degree from University of Detroit. Ted retired after 36 years with Ford in 1985; and

WHEREAS, **THEODORE ROBERT MUSHENSKI** and Virginia Malec were married in 1946 at St Ladislaus Catholic church and were married 62 years before her passing in 2018. Ted and Virginia enjoyed traveling in the United States and globetrotting throughout Europe, especially Poland; and

WHEREAS, **THEODORE ROBERT MUSHENSKI** continues to reside in his Grosse Pointe Woods home having lived there since 1955. He is blessed with a daughter Suzi, son-in-law, Edward and grandchildren Eddie and Nicole and great grandchildren Trip and Charlie.

WHEREAS, **THEODORE ROBERT MUSHENSKI** enjoys life and is member of the Fraternal Order of Police, Grosse Pointe Senior Men's Club where he served as Co-President, Knights of Columbus and the Elks organization. Ted is a charter parishioner of Our Lady Star of the Sea.

NOW, THEREFORE, I, Arthur W. Bryant, Mayor of the City of Grosse Pointe Woods, Michigan, issue this proclamation to extend the very best wishes of the City Council and residents of Grosse Pointe Woods to **THEODORE ROBERT MUSHENSKI** on his 100TH Birthday.



Arthur W. Bryant

Mayor

June 5, 2023





**CITY OF GROSSE POINTE WOODS
MEMORANDUM**

Date: June 5, 2023

To: Mayor Bryant and City Council

**From: Frank Schulte, City Administrator
Shawn Murphy, Treasurer/Comptroller**

Re: FY 2023 – 2024 Industrial Waste Control (IWC) Charges

Industrial Waste Control charges are assessed to all commercial and industrial end users that send wastewater to the GLWA wastewater treatment plant. The IWC charges are to offset the costs incurred in administering regulatory activities under the Sewer Use Ordinance/Industrial Waste Control Ordinance as required in the National Pollutant Discharge Elimination System (NPDES) Permit Program and the Clean Water Act (CWA). There is a delegation Agreement with each community to collect the industrial waste control charges from the end-users even though most communities are contracting agency customers to the wholesale sewer contract customer.

The billing process for IWC charges involves the following two steps:

1. The City bills all non-residential users IWC charges based upon the user's meter size. GLWA establishes its IWC charges in the sewer service charge development process. Certain facilities are exempted which include: fire-protection, multi-family dwellings, public and private elementary schools which are part of a governmental school district, colleges, universities and professional schools, junior colleges and technical institutes, and local and state governments.
2. The City reports to GLWA the quantity and size of the non-residential meters and GLWA bills each community the IWC charge accordingly.

There is no cost to the City for these charges; this fee is strictly a pass through of charges and is represented this way in the water/sewer operating budget for fiscal year 2023-2024. I am requesting approval of the attached fee resolution for implementation effective July 1, 2023.

Handwritten signature of Frank Schulte in blue ink.

Frank Schulte, City Administrator

Handwritten signature of Shawn Murphy in black ink.

Shawn Murphy, Treasurer/Comptroller

RECEIVED

MAY 19 2023

**CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT**

EXHIBIT A

Meter Size / Inches	Charge	Bi-Monthly Charge
5/8	\$ 3.64	\$ 7.28
¾	\$ 5.46	\$ 10.92
1	\$ 9.10	\$ 18.20
1-1/2	\$ 20.02	\$ 40.04
2	\$ 29.12	\$ 58.24
3	\$ 52.78	\$105.56
4	\$ 72.80	\$145.60
6	\$109.20	\$218.40
8	\$182.00	\$364.00
10	\$254.80	\$509.60

**THE CITY OF GROSSE POINTE WOODS
CITY COUNCIL RESOLUTION
ADOPTING THE INDUSTRIAL WASTE CONTROL CHARGE
FOR FISCAL YEAR 2023-2024**

A regular meeting of the City Council of the City of Grosse Pointe Woods, County of Wayne, State of Michigan (the "City"), was held on June 5, 2023 at 7:00 p.m., Eastern Standard Time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____ and seconded by _____:

WHEREAS, the City Council of the City of Grosse Pointe Woods, pursuant to Section 44-144 of the City of Grosse Pointe Woods City Code, as amended, is authorized to establish and revise water and sewer rates and other fixed charges to ensure sufficiency of revenues in meeting operation, maintenance and replacement costs, as well as debt service, for the water and sewer systems, and

WHEREAS, the City Council of the City of Grosse Pointe Woods has received and evaluated the attached Schedule of Rates from the Great Lakes Water Authority for the Commercial Industrial Waste Control Charges attached as Exhibit A, and

WHEREAS, The City Council of the City of Grosse Pointe Woods finds that the operation and maintenance of the water and sewer systems of the City will be better served and maintained by adopting the schedule attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Grosse Pointe Woods hereby adopts the Schedule of Rates for the Industrial Waste Control Charges attached hereto, for all commercial users within the service area of the City and that these rates and charges shall take effect July 1, 2023.

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED.

Paul P. Antolin, City Clerk

CERTIFICATION

I, Paul P. Antolin, Clerk of the City of Grosse Pointe Woods, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council on June 5, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and will be, or have been, made available as required by said Act.

Paul P. Antolin, City Clerk

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

May 01, 2023
Client: 000896
Matter: 000000
Invoice #: 123954

Page: 1

RE: GENERAL MATTERS

RECEIVED

MAY 19 2023

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

For Professional Services Rendered through April 30, 2023

DATE	ATTY	DESCRIPTION	HOURS
4/4/2023	GSR	Telephone call from Mr. Schulte regarding pending employee matter.	0.25
4/5/2023	GSR	Telephone call from Mr. Schulte regarding employee matter.	0.25
4/14/2023	GSR	Correspondence with Ms. Como regarding contracts.	0.25
Total Services			\$131.25

ATTORNEY	HOURS	RATE	AMOUNT
GSR GOURI SASHITAL	0.75	\$175.00	\$131.25

ok - FS 5-17-23

101206810000

SM 5/18/23

Total Amount Due \$131.25



MCKENNA

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

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

May 25, 2023
Invoice No: 21849 - 74

RECEIVED

MAY 31 2023

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Project 21849 Grosse Pointe Woods Building Services

Professional Services from April 1, 2023 to April 30, 2023

Building Department Services - 85% of Revenue

Contract Amount

Number of Permit Revenue	56,871.00
Fee Each	.85
Total Fee	48,340.35

Total Fee \$48,340.35

Vehicle Credit (500.00)

Total (\$500.00)

General Zoning/Administration

General Zoning/Administration professional services.

	Hours	Amount
Senior Planner	12.25	
Assistant Planner	2.25	
Total		0.00

Invoice Total \$47,840.35

Outstanding Invoices

Number	Date	Balance
73	4/18/2023	272.00
Total		\$272.00

101371818.000

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

SM 5/31/23

FS 5-31-23



MCKENNA

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

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

May 25, 2023
Invoice No: 22-064 - 12

RECEIVED

MAY 31 2023

Project 22-064 Grosse Pointe Woods Planning Services
Professional Services from April 1, 2023 to April 30, 2023

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Professional Hourly Services

	Hours	Rate	Amount
Senior Planner			
	3.50	100.00	350.00
Researched "kiln", "ceramic" and similar terms, and spoke to Building Dept staff related to a request to locate a kiln in a residential rear yard. Spoke to a prospective business and researched zoning, ADA and building requirements to ensure compatibility and compliance of the proposed use.			
	2.00	100.00	200.00
Prepare for, travel to and attend Planning Commission meeting on April 25.			
Total			\$550.00
		Invoice Total	\$550.00

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

101371 818 000

Sm 5/31/23

FS 5-31-23



May 15, 2023

Invoice 05152023

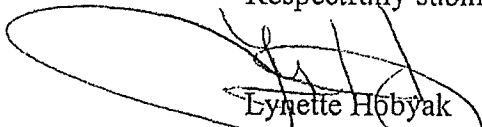
City of Grosse Pointe Woods
Accounts Payable
20025 Mack
Grosse Pointe Woods, MI 48236

RE: June 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

101257818000

SM 5/15/23

ES 5-15-23

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

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

RECEIVED

MAY 19 2023

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT



City of Grosse Pointe Woods
 20025 Mack Plaza Drive
 Grosse Pointe Woods, Michigan 48236-2397

Telephone
 (313)343-2440
 FAX (313)343-2785

APPLICATION FOR PERMIT TO HOLD A PARADE, PROCESSION,
 FUN RUN, GROUP WALK, MARATHON WALK, RACE OR BIKE-A-THON

INSTRUCTIONS TO APPLICANT: In accordance with Chapter 38 - Streets, Sidewalks and Other Public Places, Article V. - Parades & Processions, Division 2. - Permit of the 2007 City Code of the City of Grosse Pointe Woods, an application for a permit to hold a parade, procession, fun run, group walk, marathon walk, race or bike-a-thon shall be made on this form. All questions shall be answered and if the requested information is unavailable, an explanation shall be made as to why such information cannot be furnished. Knowingly furnishing or filing false information in an attempt to obtain a permit is a violation of the City Code. Application should be made 90 days prior to the scheduled event.

1. State the name, address and telephone number of the individual or organization making such request:
GPW Citizens Recreation Commission

2. State the name and address of the charity, institution or organization that will benefit:
 Name _____
 Address _____

3. If a similar event has been held by the applicant within 12 months preceding the above date, explain as follows:

Date of event: _____
 Gross amount collected: \$ _____
 Amt. Of funds remitted to charity: \$ _____

updated paper work
RECEIVED
 MAY 02 2023
 CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

4. Describe a map of the starting point, route, and ending point of the event:
Start Ghesquire lot off of Jackson → Jackson to Van Antwerp → to Helen → to Kenmore → to Ghesquiere

5. State the date of the event, the starting time and estimated ending time of the event:
June 11th, 4pm-6pm.

6. State the number and approximate age of the participants who will take part in the event:
Estimate 200+ all ages

IT IS HEREBY ACKNOWLEDGED THAT ANY PERMIT ISSUED BY THE CITY OF GROSSE POINTE WOODS IS CONDITIONAL UPON THE APPLICANT FULFILLING CERTAIN REQUIREMENTS PRIOR TO THE EVENT AND SHOULD THE APPLICANT FAIL OR NEGLECT TO FULFILL ANY SUCH CONDITION, THEN SUCH APPROVAL FOR THE EVENT, AS OBTAINED FROM THE CITY COUNCIL, SHALL BE AUTOMATICALLY RESCINDED.

Date: 4/12/2023

Signature of Applicant: *Melanie Ballin*

Attach copy of current \$1 million dollar liability insurance certificate, with an "A" rating or better, indemnifying the City.

RETURN THE COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE.

ROUTE PERMIT TO:

			Initials/Date
City Clerk	Insurance certificate attached and rated (N/A) City EVENT	()	RA 5/2/23
	Calendar check for conflict (WOK)	()	RA 5/2/23
Dir. Public Safety	Approved	()	JR
	Disapproved	()	AS
City Administrator*	Approved	()	
	Disapproved	()	
New Applicants Only:			
City Council	Approved	()	
	Disapproved	()	

SUBMIT TO CITY CLERK'S OFFICE FOR PROCESSING

Original: City Clerk
 CC: Public Safety
 Applicant

*The approval of this permit is subject to be in compliance with the State Health Department, COVID-19 rules and restrictions in effect on the day of the event.

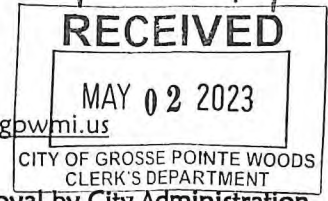


City of Grosse Pointe Woods Commission Request to Hold Special Event

20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236

Telephone: 313-343-2440 • Fax: 313-343-2658 • Email: cityadmin@gpwmichigan.us

Updated Paperwork



Applications should be submitted 90 days prior to requested use date and must have approval by City Administration.

COMMISSION INFORMATION

Date of Application: 4/12/2023

Name of Commission: Citizens Recreation

Event Contact Person: Melinda Billingsley

Phone Number: 626-346-8460

Email: billingsleymelinda@gmail.com

EVENT DETAILS

Date of Special Event: June 11, 2023

Event Name: _____

Address of Event: Ghesquire Park

Date/Time of Set-up: TBD

Date/Time Take-down: TBD

Amount of Requested Event Funds: \$500

Is this an annual event? Yes No

EVENT VENDOR INFORMATION

Are you having outside vendors attend event? No Yes If yes, supply vendor information on separate form.

Vendors must submit liability insurance coverage. Such insurance shall state "The City of Grosse Pointe Woods is listed as an additional insured." under "Description of Operations" be in a form acceptable to the City and certificates of such insurance coverage shall be furnished upon request and prior to the use of the facilities.

EVENT LOCATION DETAILS

ROBERT E. NOVIKTE MUNICIPAL CENTER, 20025 MACK PLAZA

Front Lawn Council Chambers/Court Room Conference Room (16)

COMMUNITY CENTER, 20025 MACK PLAZA

Park Room & Kitchen (80) Garden Room (50) Lake Room (20) Cook School House (50)

Ghesquiere Park, 20025 Mack Plaza

Ice Rink Magic Square Baseball Diamond # _____ Bramcaster Soccer Field
 Jackson Soccer Field Tennis Wall Other: Jackson Parking lot

LAKE FRONT PARK, 23000 JEFFERSON

Bathhouse (64) Pavilion # _____ Gazebo # _____ Activities Building

OTHER CITY LOCATION

Other City Location: Streets around Jackson

MARKETING & DIGITAL CONTENT – DUE 60 DAYS PRIOR

Photographer Promotional Flyer Press Release

AT THE DISCRETION OF THE CITY ADMINISTRATOR

GPW Happenings E-Blast Website

OFFICE USE ONLY

Insurance submitted with application: Yes No NA *CITY EVENT*

Insurance rating: N/A

Recommended for approval as submitted: Yes No

Signature & Date: [Signature] 6/22
City Administrator Date

Council Approval Date: _____



**CITY OF GROSSE POINTE WOODS
MEMORANDUM**

Date: June 5, 2023
To: Mayor Bryant and City Council
From: Shawn Murphy, Treasurer/Comptroller
Re: Unpaid Invoices

Attached is a list of unpaid invoices for services rendered by the City to residential properties.

Grass Cutting/Property Maintenance	\$38,384.00
Cross Connection Fees	<u>\$ 625.00</u>
Total Unpaid Invoices	\$39,009.00

Staff has made several attempts to collect these fees but have been unsuccessful. I am requesting City Council to authorize the transfer of the unpaid invoices to the real property tax bills in July 2023.

Thank you.

A handwritten signature in blue ink that reads "Shawn Murphy".

Shawn Murphy, Treasurer/Comptroller

RECEIVED
MAY 19 2023
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

LANDSCAPING & CROSS CONNECTION INVOICES - 2023 TAX ROLL

Invoice #	Date Filed	Invoice Sent	Customer Name	Address	Street	PARCEL #	Service Provided	Amount
W54358	8/24/2022	9/20/2022	FLEET, ALEXIS NICOLE	2126	ANITA AVE	003-04-0182-000	REMOVAL OF WEEDS	\$177.00
W52883	4/13/2022	5/16/2022	FOX, JENNA	2159	ANITA AVE	003-04-0273-000	BLIGHT & DEBRIS REMOVAL	\$321.00
W53752	6/24/2022	8/5/2022	SHAYA, HIKMIT	1781	BRYD DR	004-01-0024-000	GRASS CUT - REMOVAL OF WEEDS	\$72.50
W55641	12/16/2022	1/6/2023	SHAYA, HIKMIT	1781	BRYD DR	004-01-0024-000	REMOVAL OF WEEDS	\$451.00
W53722	6/2/2022	8/5/2022	HOOPER, WILLIAM	2120	BRYD DR	003-05-0012-000	BLIGHT & DEBRIS REMOVAL	\$81.00
W52879	4/5/2022	5/16/2022	YEANOPLOS, LAVENUE	19984	FAIRWAY DR	013-04-0227-000	BLIGHT & DEBRIS REMOVAL	\$948.00
W53685	7/28/2022	8/2/2022	YEANOPLOS, LAVENUE	19984	FAIRWAY DR	013-04-0227-000	DEMOLISH AND DISPOSE OF GARAGE	\$6,490.00
W54613	9/20/2022	10/12/2022	YEANOPLOS, LAVENUE	19984	FAIRWAY DR	013-04-0227-000	REMOVAL OF WEEDS	\$450.00
W53723	6/3/2022	8/5/2022	NEW CLAIM INVESTMENT COMPANY LLC	1584	HAMPTON RD	004-002-0056-000	GRASS CUT & TRIM	\$78.00
W52404	1/20/2022	3/31/2022	KURKOWSKI, DIANE	2217	HAMPTON RD	003-02-0246-000	BLIGHT & DEBRIS REMOVAL	\$81.00
W53798	7/19/2022	8/10/2022	YOUNG, PHILLIP T	788	HAWTHORNE RD	006-03-0058-000	GRASS CUT - REMOVAL OF WEEDS	\$72.50
W53690	5/18/2022	8/2/2022	WILLIAMS, MARY M	1853	HOLLYWOOD AVE	004-05-0083-000	BLIGHT & DEBRIS REMOVAL	\$944.00
W53737	6/18/2022	8/5/2022	WILLIAMS, MARY M	1853	HOLLYWOOD AVE	004-05-0083-000	GRASS CUT & TRIM	\$78.00
W54351	8/16/2022	9/20/2022	WILLIAMS, MARY M	1853	HOLLYWOOD AVE	004-05-0083-000	GRASS CUT - REMOVAL OF WEEDS	\$129.00
W54350	8/16/2022	9/20/2022	FORD, KATHY L	2048	HUNT CLUB DR	007-03-0444-000	REMOVAL OF WEEDS	\$273.00
W53705	5/31/2022	8/2/2022	FELDMAN, EDWARD B	2081	LANCASTER ST	007-04-0164-000	BLIGHT & DEBRIS REMOVAL	\$161.00
W55633	10/3/2022	1/6/2023	AMB LLC	20217	MACK AVE	011-01-1519-002	BLIGHT & DEBRIS REMOVAL	\$81.00
W53738	6/18/2022	8/5/2022	20397 MACK LLC	20397	MACK AVE	007-04-0003-000	BLIGHT & DEBRIS REMOVAL	\$48.00
W53795	7/18/2022	8/10/2022	BURBACH CORPORATION	20460	MACK AVE	008-99-0002-000	REMOVAL OF WEEDS - BLIGHT & DEBRIS	\$96.00
W53732	6/11/2022	8/5/2022	TREAT DREAMS REAL ESTATE HOLDINGS	21012	MACK AVE	004-02-0014-000	BLIGHT & DEBRIS REMOVAL	\$387.00

W53805	7/19/2022	8/10/2022	WILLIAMS, KEVIN L JR	1704	MANCHESTER BLVD	011-06-0138-000	REMOVAL OF WEEDS	\$48.00
W53707	5/26/2022	8/2/2022	DICICCO, RONALD A	20810	MARTER RD	006-99-0003-003	GRASS CUT & TRIM	\$169.00
W53781	6/30/2022	8/8/2022	DICICCO, RONALD A	20810	MARTER RD	006-99-0003-003	GRASS CUT - REMOVAL OF WEEDS	\$78.00
W53736	6/28/2022	8/5/2022	MANTYLA, KARL W	1310	N RENAUD RD	009-02-0572-000	BLIGHT & DEBRIS REMOVAL	\$1,751.00
W53807	7/25/2022	8/10/2022	SENIOR HOME VESTORS 18 LLC	2002	RIDGEMONT RD	003-03-0015-002	REMOVAL OF WEEDS	\$72.50
W54357	8/24/2022	9/20/2022	OBERMEYER, WILLIAM R	769	N ROSEDALE CT	002-12-0047-001	REMOVAL OF WEEDS	\$81.00
W53699	5/26/2022	8/2/2022	WILLIAMS, DONNA - BERTHA	1809	ROSLYN RD	004-02-0173-000	BLIGHT & DEBRIS REMOVAL	\$290.00
W53751	6/24/2022	8/5/2022	WILLIAMS, DONNA - BERTHA	1809	ROSLYN RD	004-02-0173-000	GRASS CUT & TRIM	\$117.00
W53788	7/8/2022	8/10/2022	WILLIAMS, DONNA - BERTHA	1809	ROSLYN RD	004-02-0173-000	BLIGHT & DEBRIS REMOVAL	\$146.00
W54356	8/19/2022	9/20/2022	WILLIAMS, DONNA - BERTHA	1809	ROSLYN RD	004-02-0173-000	GRASS CUT - REMOVAL OF WEEDS	\$72.50
W54618	9/26/2022	10/12/2022	2104 ROSLYN LLC	2104	ROSLYN RD	003-02-0031-000	REMOVAL OF WEEDS	\$129.00
W52889	4/29/2022	5/16/2022	BECKER, JOHN W	2119	ROSLYN RD	003-02-0087-000	BLIGHT & DEBRIS REMOVAL	\$1,434.00
W53682	7/26/2022	8/2/2022	YEE, JOHN	1920	SEVERN RD	015-01-0317-000	DEMOLISH AND DISPOSE OF GARAGE	\$6,490.00
W54512	9/30/2022	10/5/2022	YEE, JOHN	1920	SEVERN RD	015-01-0317-000	ROOF INSTALLATION	\$13,130.00
W52882	4/11/2022	5/16/2022	PRICE, AUSTIN	1098	TORREY RD	013-02-0206-000	BLIGHT & DEBRIS REMOVAL	\$121.00
W53741	6/25/2022	8/5/2022	PRICE, AUSTIN	1098	TORREY RD	013-02-0206-000	BLIGHT & DEBRIS REMOVAL	\$48.00
W52406	1/31/2022	3/31/2022	OCCUPANT-VERNIER TERRACE APTS	891	VERNIER - APT 929	006-99-0007-000	BLIGHT & DEBRIS REMOVAL	\$104.50
W52454	3/22/2022	4/5/2022	MAHONE, THELESTER	2110	VERNIER RD	003-08-0010-000	BLIGHT & DEBRIS REMOVAL	\$193.50
W53686	7/22/2022	8/1/2022	MAHONE, THELESTER	2110	VERNIER RD	003-08-0010-000	BLIGHT & DEBRIS REMOVAL	\$225.00
W54349	8/16/2022	9/20/2022	CAFAGNA, DOMINIC G	2152	VERNIER RD	003-08-0006-002	REMOVAL OF WEEDS	\$48.00
W56004	1/23/2023	2/7/2023	KANNAMANGALA, SUJAY	1084	VERNIER RD	005-06-0002-000	BLIGHT & DEBRIS REMOVAL	\$257.00
W56228	2/6/2023	3/6/2023	KANNAMANGALA, SUJAY	1084	VERNIER RD	005-06-0002-000	BLIGHT & DEBRIS REMOVAL	\$597.00

W56230	2/14/2023	3/6/2023	DAVIS, GREGORY W	1740	ANITA AVE	004-06-0017-000	BLIGHT & DEBRIS REMOVAL	\$177.00
W56232	2/18/2023	3/6/2023	SHAYA, HIKMIT	1781	BRYN DR	004-01-0024-000	BLIGHT & DEBRIS REMOVAL	\$169.00
W56233	2/27/2023	3/6/2023	ZARANEK, JULIETTE	1686	ANITA AVE	004-06-0024-000	BLIGHT & DEBRIS REMOVAL	\$104.50
W56586	3/13/2023	4/6/2023	AMB LLC	20217	MACK AVE	011-01-1519-002	BLIGHT & DEBRIS REMOVAL	\$48.00
W56588	3/15/2023	4/6/2023	IVC PROPERTIES LLC	20948	MACK AVE	004-02-0021-000	BLIGHT & DEBRIS REMOVAL	\$419.00
W56590	3/15/2023	4/6/2023	PRICE, AUSTIN	1098	TORREY RD	013-02-0206-000	BLIGHT & DEBRIS REMOVAL	\$377.50
W56591	3/16/2023	4/6/2023	SS SLIDERS	20223	MACK AVE	011-01-1518-000	BLIGHT & DEBRIS REMOVAL	\$68.00
CROSS CONNECTION								
22-25	8/10/2022	8/10/2022	HENRY'S CLEANERS	20119	MACK AVE		CROSS CONNECTION	\$125.00
22-29	8/10/2022	8/10/2022	THE BEAUTE LOFT	20957	MACK AVE		CROSS CONNECTION	\$125.00
22-32	8/10/2022	8/10/2022	INDIAN VILLAGE CLEANERS	20948	MACK AVE		CROSS CONNECTION	\$125.00
22-59	10/20/2022	10/20/2022	SECOND GLANCE	20481	MACK AVE		CROSS CONNECTION	\$125.00
22-74	10/20/2022	10/20/2022	EVOLVE STUDIO	21127	MACK AVE		CROSS CONNECTION	\$125.00
			TOTAL					\$39,009.00



CITY OF GROSSE POINTE WOODS
MEMORANDUM

DATE: May 31, 2023

TO: Mayor and City Council

FROM: Frank Schulte

SUBJECT: New Quota Class C liquor license for Crispelli's, LLC, 19852 Mack Avenue (Formerly known as 19850 Mack Avenue)

A thorough background investigation has been completed by Public Safety and the Building Department regarding granting a new quota Class C liquor license at 19852 Mack Avenue, Grosse Pointe Woods, requested by Crispelli's, LLC.

It is my recommendation to City Council to approve a new quota Class C liquor license at 19852 Mack Avenue, Grosse Pointe Woods, requested by Crispelli's, LLC. In addition, I recommend that the City Council condition its approval upon the requirement that the applicant executes the agreement drafted by the City Attorney regarding Restricting Certain Transfer of Class C Liquor License. I further recommend, that the City Council's approval be conditioned upon the applicant's compliance with all federal, state, and local laws, including, but not limited to, obtaining a certificate of occupancy prior to opening for business.

Recommended for Approval:

Frank Schulte, City Administrator

DEBRA A. WALLING
dwalling@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

TO: Frank Schulte, City Administrator

FROM: Debra Walling, City Attorney

RE: Crispelli's, LLC – Request for New Quota Class C Liquor License, 19852 Mack Ave., Grosse Pointe Woods

DATE: May 31, 2023

In accordance with Chapter 4, Article II, Section 4-24(4) of the City Code, I have reviewed the application submitted by Crispelli's, LLC for a new quota Class C Liquor License.

Sec. 4-24 of the City Code guides the application and review procedures. An extensive and thorough process has been ongoing for the past several weeks. At your request, City departments have carefully considered all the review factors set forth in Sec. 4-24(6). There have been no concerns identified with the applicant or the application, except that the proposed location is within 500' of a church. Liquor licenses are prohibited by state law within 500' of a school or church, but the Michigan Liquor Control Commission (MLCC) may waive this prohibition for all classes of liquor licenses if an objection is not filed by the church or school. If an objection is filed, the MLCC must hold a hearing before making its decision on issuing the license. If there is no objection from the church which is located within 500' of Crispelli's proposed location, then a recommendation for approval of the Class C Liquor License is appropriate.

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

Respectfully submitted,

Debra A. Walling
Debra A. Walling
City Attorney

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

City of Grosse Pointe Woods, Michigan

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

RECITALS

A. The Applicant has requested that the City recommend to the Liquor Control Commission (the "MLCC") approval of the issuance of a new Class C liquor license ("New Quota License") from the City's quota of such licenses for use at 19852 Mack Avenue, Grosse Pointe Woods, Michigan 48236; and

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

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

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

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

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

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

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

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

2. The City will, in reliance upon the Applicant's agreement herein, recommend to the MLCC approval of the New Quota License to be utilized at 19852 Mack Avenue, Grosse Pointe Woods, Michigan 48236.

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

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

5. Prior to the Applicant transferring, selling or assigning its interest in the New Quota License and/or business to another person or entity, the Applicant shall present to the City for approval a new agreement incorporating the same terms and conditions of this Agreement, fully executed by the transferee, purchaser or assignee, verifying that the transferee, purchaser or assignee agrees to abide by the terms of this Agreement.

6. The City and the Applicant acknowledge that this Agreement and the covenants and obligations herein are unique, and in the event of default by the Applicant, the City will not be able to be adequately compensated in damages. It is, therefore, agreed that in the event of

a default by the Applicant hereunder, the City shall have the right to enforce the terms and provisions hereof by an action for specific performance, and if the City prevails in such action, it shall be entitled to recover its costs and attorney fees.

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

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

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

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

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

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

CITY OF GROSSE POINTE WOODS

By: Arthur W. Bryant
Its: Mayor

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

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

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



May 31, 2023

City Council
City of Grosse Pointe Woods
20025 Mack Plaza Drive
Grosse Pointe Woods, MI. 48236

Subject: Class C Liquor License Application: Crispelli’s, LLC
Location: 19852 Mack Avenue – Crispelli’s Bakery and Pizzeria
Zoning: C - Commercial Business

Honorable Councilmembers:

At the request of the City, we have reviewed the Class C Liquor License application for Crispelli’s, LLC who are in the process of opening a new restaurant at 19852 Mack Avenue called Crispelli’s Bakery and Pizzeria. This request is for a new Class C (sale of beer, wine and spirits for consumption on the premises).

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

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

REVIEW COMMENTS

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

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

The proposed restaurant is located within 500 feet of an existing church.

With respect to the Class C Liquor License request, the City does not have a specific separation requirement – only the requirement to show schools and churches within 500 feet. The Liquor Control Commission may waive this requirement if there are no objections from the church or school.

Based on the compact nature of Grosse Pointe Woods and the Mack Avenue Corridor, these land use relationships are common and should be considered in combination with the benefits of creating a vibrant



mixed-use business district. The peak hours of operations for the proposed restaurant do not overlap with the peak hours of the church. As a result, the chance for conflicts is minimal.



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

Such site plans and elevations have been submitted and approved by the city as part of the rehabilitation of the building, completed previously.

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

A floor plan was submitted on March 22, 2023. Drawings and specifications for furniture and fixtures have not been submitted. Any proposed changes will be reviewed for compliance with the City's codes and ordinances.

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



All exterior building alterations except signage have been approved and completed already. All interior demolition has been completed and the space is in “white box” condition currently. Improvements are shown in the submitted floor plan.

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

Construction on the exterior has begun and interior work is pending further approvals.

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

Proposed hours of operation at Crispelli’s are Monday through Saturday from 11:00 am to 9:00 pm and Sunday from 11:00 am to 8:00 pm. It will hire 35 full- and part-time employees. The menu was appended to the end of the application.

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

Based on the regional success of Crispelli’s restaurants, we believe they will maintain the operation if it is approved.

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

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

There is an existing appropriate relationship between buildings and land uses along this portion of the Mack Avenue corridor, which the issuance of the requested liquor licenses will not change. However, it is located within 500 feet of an existing church.

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

Grosse Pointe Woods has 11 active Class C licenses and two available Class C licenses. Crispelli’s is requesting one of those two available licenses.

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

One resident has commented in opposition to restaurants at this location, though we have seen no other input as of this review. Notification has been sent to property owners within 300 feet of the subject site for public comment in advance of a public hearing.

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

Impact is anticipated to be minimal on surrounding businesses and neighborhoods. Having an additional business of this caliber will help improve the attractiveness of the city.



e) *Pedestrian and vehicular movement.*

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

f) *Parking availability.*

According to the zoning ordinance, “On all changes of occupancy where a new tenant occupies the building, whether the new tenant continues the same use or not, in structures existing prior to the adoption of the ordinance from which this subsection is derived, the off-street parking requirements shall conform to at least 50 percent of the requirements specified in this subsection, provided that the total area of the original structure remain unchanged.”

According to the zoning ordinance all of the uses on this block, including the two proposed restaurants, are required to provide 28 parking spaces. There are currently 23 shared parking spaces located in this block. In addition, the applicant has obtained a parking agreement with the Grosse Pointe Woods Presbyterian Church to the north. This lot, within 50 feet of the restaurant, will accommodate overflow parking during peak use times with 57 parking spaces available during all hours except during church services.

h) *Substantial renovation of existing buildings.*

The subject structure has been substantially renovated.

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

There is no concentration of drinking establishments near the subject site. Within 1,000 feet of the site are two Class C-licensed establishments: Mack Avenue Grill at approximately 260 feet to the southwest, and Da Edoardo, about 650 feet away in the same direction.

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

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

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

Crispelli’s will be a full-service restaurant.

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

The addition of a Crispelli’s to Grosse Pointe Woods will contribute to the economic stability of the city, likely drawing customers and dollars to the Mack Avenue Corridor.



RECOMMENDATION

Based on our review, we find that the proposal for the Class C Liquor License meets the requirements of Section 4-24 of the Grosse Pointe Woods Code of Ordinances. We recommend the City Council approve the applicant's request for a Class C Liquor License subject to the approval of the Liquor Control Commission with respect to the 500-foot separation requirement.

Respectfully submitted,
McKENNA

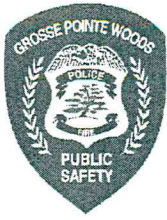


John R. Jackson, AICP
President



Michael Boettcher, AICP
Senior Planner

Note: The applicant has also applied for an SDM license which will be reviewed at a future date.



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

Date: May 31, 2023

To: Frank Schulte, City Administrator

From: John G. Kosanke, Director of Public Safety

Subject: *John vs. Kosanke* Crispelli's, 19852 Mack Avenue Grosse Pointe Woods Michigan

This memo is to inform you that the Grosse Pointe Woods Detective Bureau conducted a thorough background investigation of the members/partners of Crispelli's-Holdings LLC. They include Glenn Willson, Joseph Morelli, Kenneth Morrelli and Mark Artinian. The background investigation found nothing to preclude the members/partners of obtaining a Class C Liquor License.

Paul Antolin

From: Keith Waszak
Sent: Thursday, April 6, 2023 9:40 AM
To: Paul Antolin
Cc: John Kosanke; Ryan Schroerlucke
Subject: LCC Update

Hello Paul,

A check was done of the four listed under Crispelli's. No criminal history located that would preclude the applicants from attaining a liquor license for the GPW location. CFS # 23-2088 updated.

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

Thanks,

Keith

Det./Lt. Keith Waszak
Grosse Pointe Woods Public Safety Dept.
20025 Mack Plaza Drive
Grosse Pointe Woods, MI. 48236
Phone: 313-343-2412

From: [Mollie Mackinnon](#)
To: [Assessing Department](#); [Administration](#); [City Clerk](#)
Cc: [Building Department](#); [Sam Woodrick](#); [John Jackson](#); [Alicia Warren](#)
Subject: Crispelli's Address
Date: Wednesday, May 24, 2023 12:51:59 PM

Hello Everyone,

We are assigning Crispelli's the address 19852 Mack. Please contact the Building Official with any questions.

Thanks,

*Mollie Mackinnon
Permit Technician
City of Grosse Pointe Woods Building Department
(313) 343-2426*

Parking Lot Use Agreement

This agreement by and between Grosse Pointe Woods Presbyterian Church, 19950 Mack Ave, Grosse Pointe Woods, MI ("Owner") and VDG Grosse Pointe, LLC, MI, 950 S. Old Woodward Ave, Suite 220, Birmingham, MI ("User") will take effect on June 1, 2023, subject to payment in full for each year being received within thirty (30) days of June 1st. This agreement will continue through May 31, 2028 with payment made each year in full within thirty (30) days of June 1st. WHEREAS, Owner owns a parking lot located at the Southeast corner of Mack Ave and Torrey Rd in Grosse Pointe Woods, Michigan, see attached Exhibit 1, which is normally used for church parking ("Parking Lot"), and WHEREAS, User, and its tenants, desires to use the entire lot for the purposes of parking for parties related to 19850-19876 Mack Ave, Grosse Pointe Woods, Michigan, and WHEREAS, Owner has agreed to allow User to use the parking lot provided that the following terms and conditions are met.

It is Therefore Agreed By and Between the Parties:

1. Owner agrees to let User use the above described parking lot for the life of this Agreement.:

2. User agrees to pay Owner

Year 1 June 1, 2023 – May 31, 2024

Year 2 June 1, 2024 – May 31, 2025

Year 3 June 1, 2025 – May 31, 2026

Year 4 June 1, 2026 – May 31, 2027

Year 5 June 1, 2027 – May 31, 2028

3. User agrees that it will not use the Parking Lot for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described area.

4. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the Owner at least seven (7) days prior to the date upon which the User begins to use the Parking Lot. The certificate of insurance will indicate that User has made Owner an "additional insured" on User's policy with respect to the use by User of the Parking Lot.

5. User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described Parking Lot, its entrances and exits, and surrounding areas, for User's purposes.

6. User agrees to maintain parking lot (i.e., snow removal, sealing/stripping, sweeping and general repairs).

7. User agrees that it will not assign any of its rights under this agreement except with prior written approval by Owner; any other such assignment will void this agreement at the sole option of the Owner.

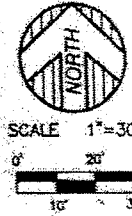
8. User has right to post designated parking lot signage in the Parking Lot with Owner consent at User expense. Owner will have six (6) church parking spaces in the rear Torrey Road corner of the lot any time along with the entire lot for Sunday during church services and any special occasions.

9. Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.

BOUNDARY SURVEY

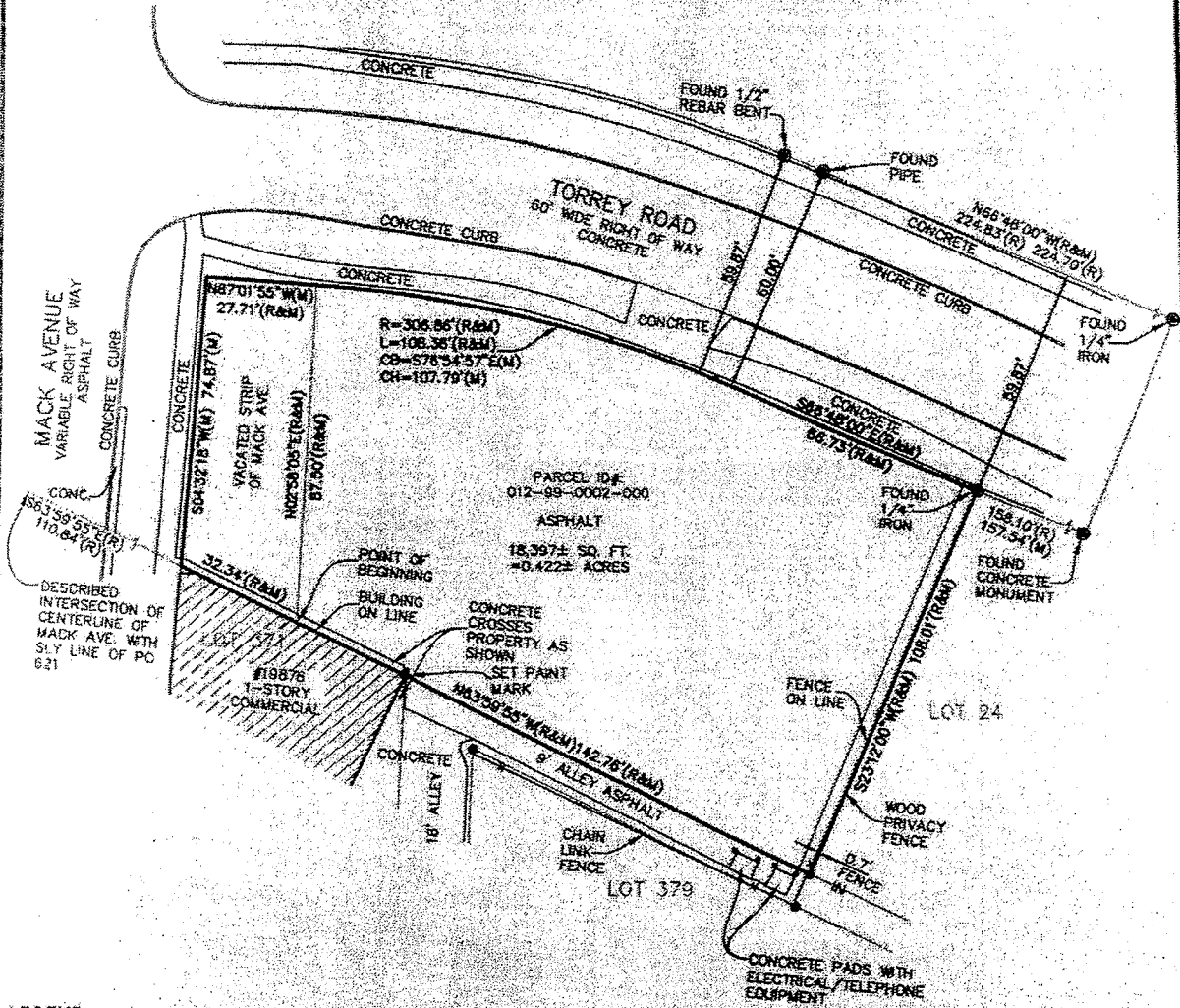
PROPERTY DESCRIPTION:

THAT PART OF PC 621 DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE ELY LINE OF MACK AVE 204 FT WIDE WITH THE SLY LINE OF PC 621 SAID POINT BEING DISTANT $S63^{\circ}59'55''E$ 110.84 FT FROM THE INTERSECTION OF THE CENTER LINE OF MACK AVE WITH SAID SLY LINE OF PC 621 AND PROCEEDING TH $N02^{\circ}58'05''E$ ALONG SAID ELY LINE 87.50 FT TH ELY ALONG A CURVE CONCAVE TO THE SOUTH RADIUS 306.86 FT A DISTANCE OF 108.36 FT TH $S68^{\circ}48'00''E$ 66.73 FT TH $S23^{\circ}12'00''W$ 108.01 FT TH $N63^{\circ}59'55''W$ 142.76 FT TO THE POB ALSO THE ADJACENT VACATED STRIP OF MACK AVE SAID STRIP MEASURING 27.71 FT ALONG THE NLY LINE OF SAID PARCEL PRODUCED AND 32.34 FT ALONG THE SLY LINE OF SAID PARCEL.



NOTE:

A CURRENT TITLE POLICY HAS NOT BEEN FURNISHED AT TIME OF SURVEY, THEREFORE EASEMENTS AND/OR ENCUMBRANCES AFFECTING SUBJECT PARCEL MAY NOT BE SHOWN.



LEGEND

- SET 1/2" REBAR WITH CAP, #47976
- ⊙ FOUND MONUMENT (AS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORD DIMENSION

Exhibit 1 to Parking Lot Agreement by and between
Grosse Pointe Woods Presbyterian Church and VDG Grosse Pointe, LLC

I HEREBY CERTIFY THAT I HAVE SURVEYED THE LAND HEREIN DESCRIBED AND THAT THIS MAP REPRESENTS THE RESULTS OF THE SURVEY.

ANTHONY J. SYCKO, JR., P.S.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47976

KEM-TEC & ASSOCIATES 22556 GRATIOT AVE. EASTPOINTE, MI 48021 PROFESSIONAL SURVEYORS - PROFESSIONAL ENGINEERS (586)772-2222 * FAX (586)772-4048	
PREPARED FOR: GROSSE POINTE WOODS PRESBYTERIAN CHURCH	
FIELD SURVEY: TS JT	DATE: SEPTEMBER 25, 2015
DRAWN BY: JOM	SHEET: 1 OF 1
SCALE: 1" = 30'	JOB NO.: 15-03440



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:

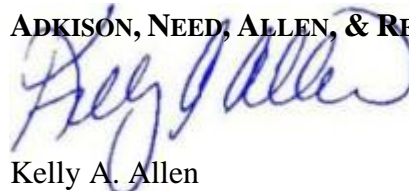
1. Check for Two-Thousand, Five Hundred Dollars (\$2,500.00);
2. Affidavit as required by Grosse Pointe Woods City Code Section 4-24;
3. Organization Chart for Crispelli's, LLC;
4. Articles of Organization for Crispelli's, LLC;
5. Lease Agreement;
6. Form LC 95;
7. All forms submitted to the MLCC for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

Schedule A - Licenses, Permits, & Permissions

Applicant name: CRISPELLI'S, LLC

On-Premises License Type:	Base Fee:	<i>Fee Code MLCC Use Only</i>
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	<u>\$140.00</u>
Total License Fee(s):	<u>\$700.00</u>
Total Permit Fee(s):	<u>\$265.00</u>
TOTAL FEES DUE:	<u>\$1,105.00</u>

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:	<i>Fee Code MLCC Use Only</i>
<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:	<i>Fee Code MLCC Use Only</i>
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:	
<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.			

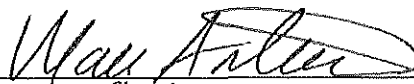
Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).

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.

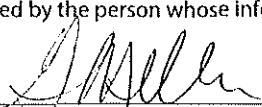
Name: AWMM Holdings, LLC		
Home address: 1890 SOUTHFIELD ROAD		
City: BIRMINGHAM,	State: MI	Zip Code: 48009
Business Phone:	Cell Phone: 248-921-7348	Email: glen@crispellis.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other 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.

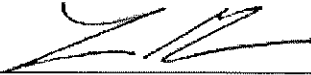
Name: BWG Inv 3, LLC		
Home address: 450 Lexington Ave, 4th Floor		
City: New York	State: NY	Zip Code: 10017
Business Phone: 646-598-9221	Cell Phone: 908-581-6546	Email: lgrossman@beckway.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest 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 <u>may not hold interest in a manufacturer or wholesaler licensee.</u> <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



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)

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)

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:

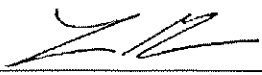
Part 3 - Authorized Signers (Authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company)

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

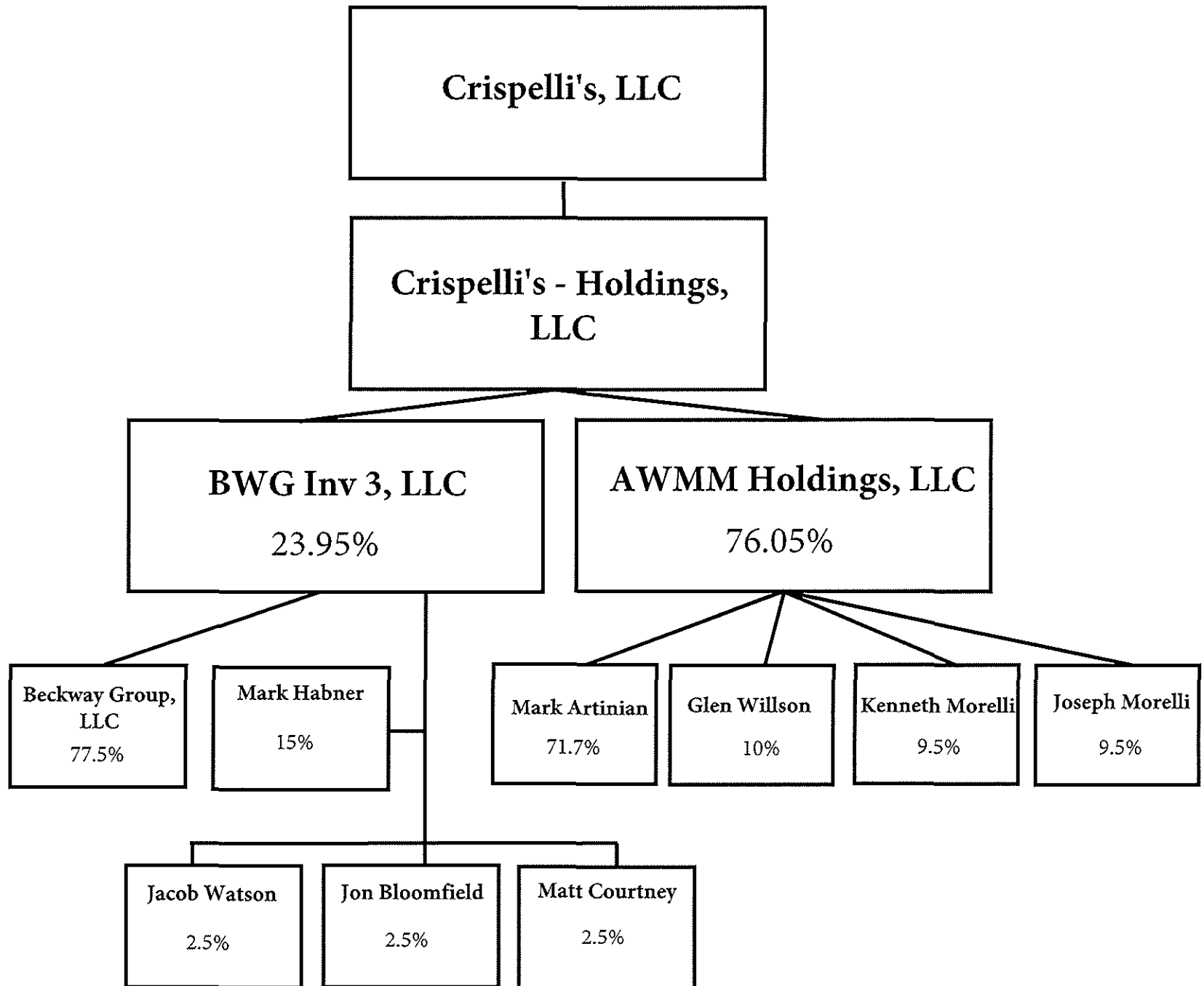
I certify that the authorized signers under Part 3 of this form have been authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company.

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", is written over a faint, illegible printed name.

Director

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

(FOR BUREAU USE ONLY)

Date Received

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 Hwy Ste D Clarkston, 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

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

[Home \(/\)](#)

[About \(http://www.michigan.gov/lcc\)](http://www.michigan.gov/lcc)

[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

235060
 Local Governmental Unit (LGU)
 WEST BLOOMFIELD TWP

Status

Active

County

OAKLAND

Address

6690 Orchard Lake Rd West Bloomfield, MI 48322-3402

Phone

(248) 921-7348

Go Back

Insurance / Financial Responsibility

Show 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 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

Previous Next

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

[Home \(/\)](#)

[About \(http://www.michigan.gov/lcc\)](http://www.michigan.gov/lcc)

[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 Occurred	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

Previous Next

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

[Home \(/\)](#)

[About \(http://www.michigan.gov/lcc\)](http://www.michigan.gov/lcc)

[Contact](#)

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

[Back to Top](#)



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”)

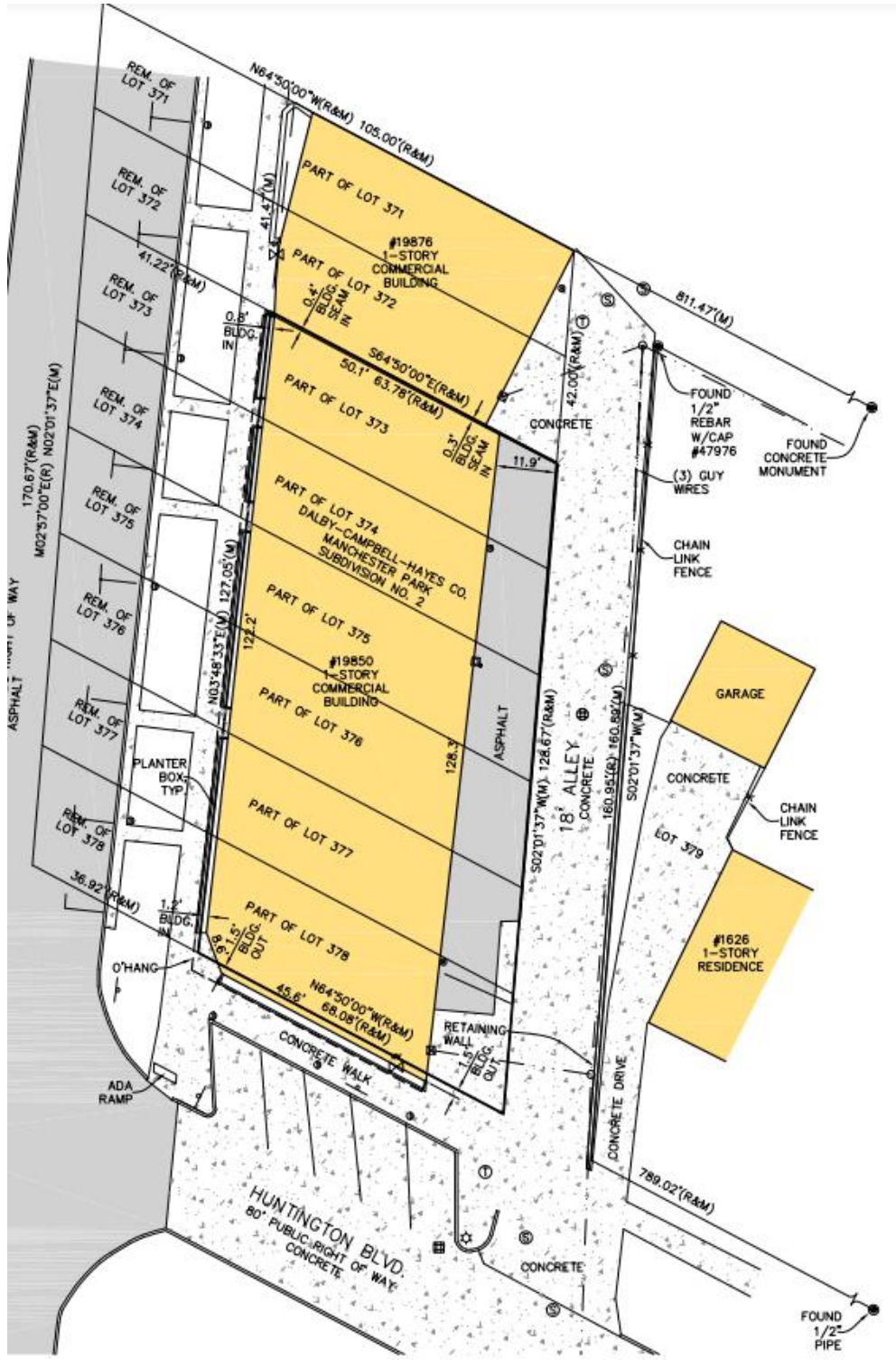


EXHIBIT A-1
(“Legal Description”)

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.

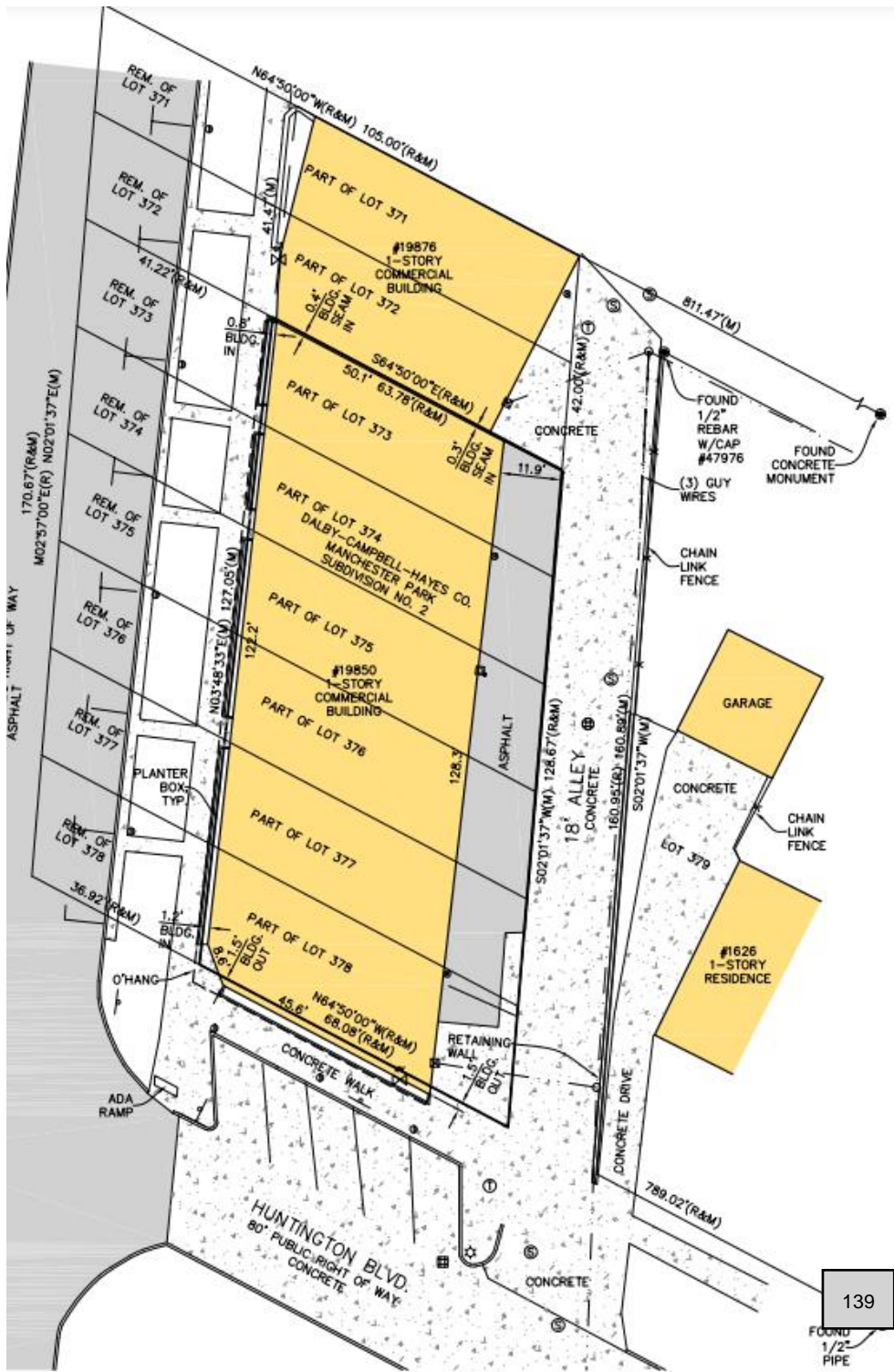
K. This Guaranty is made pursuant to, and shall be interpreted and applied in accordance with, the laws of the State of Michigan.

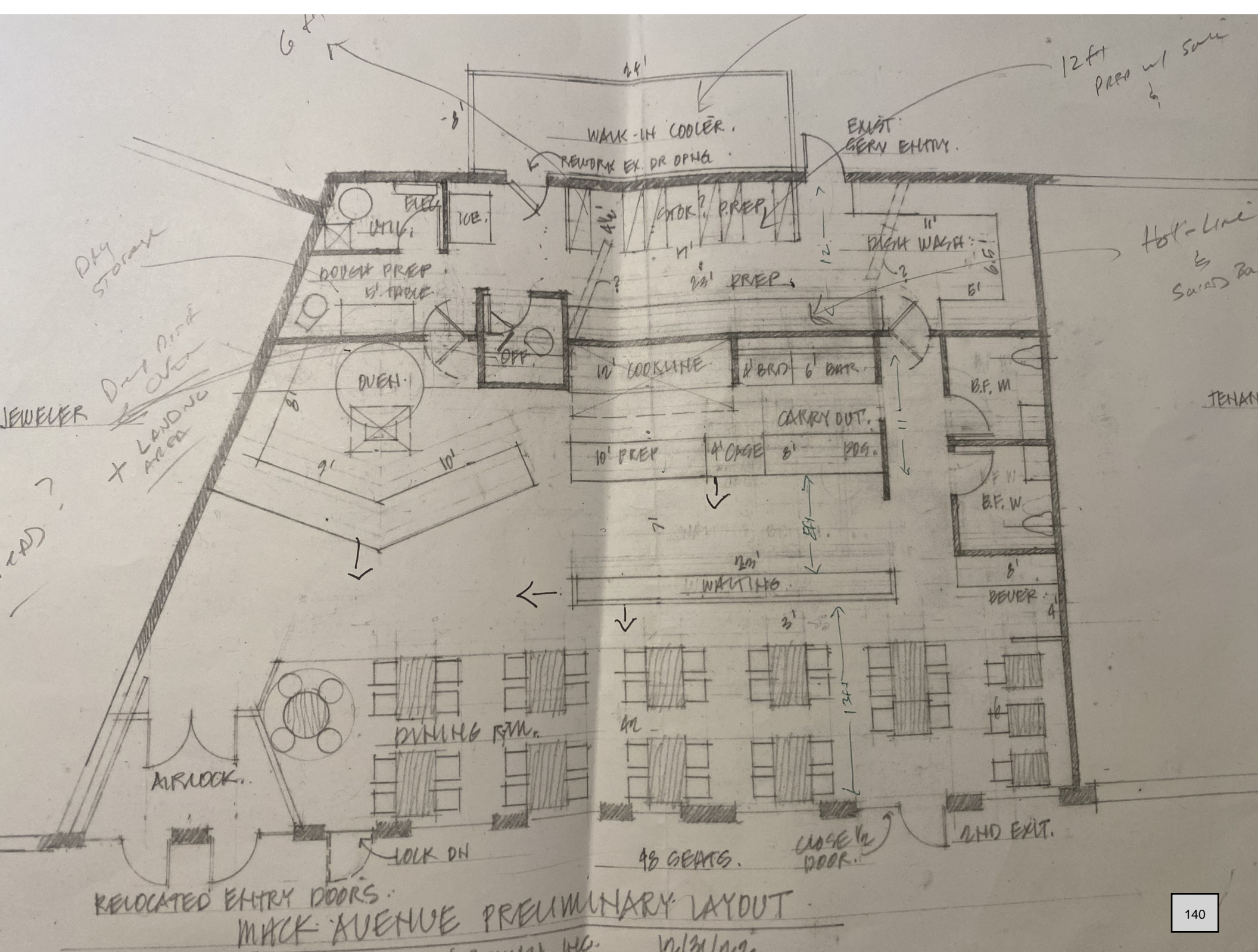
K. The foregoing provisions of this Guaranty notwithstanding, Guarantor's obligations hereunder shall be limited to an amount of all financial obligations of Tenant under the Lease which are due, or become due, during the sixty (60) months after the Commencement Date, and the unamortized Allowance paid 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.

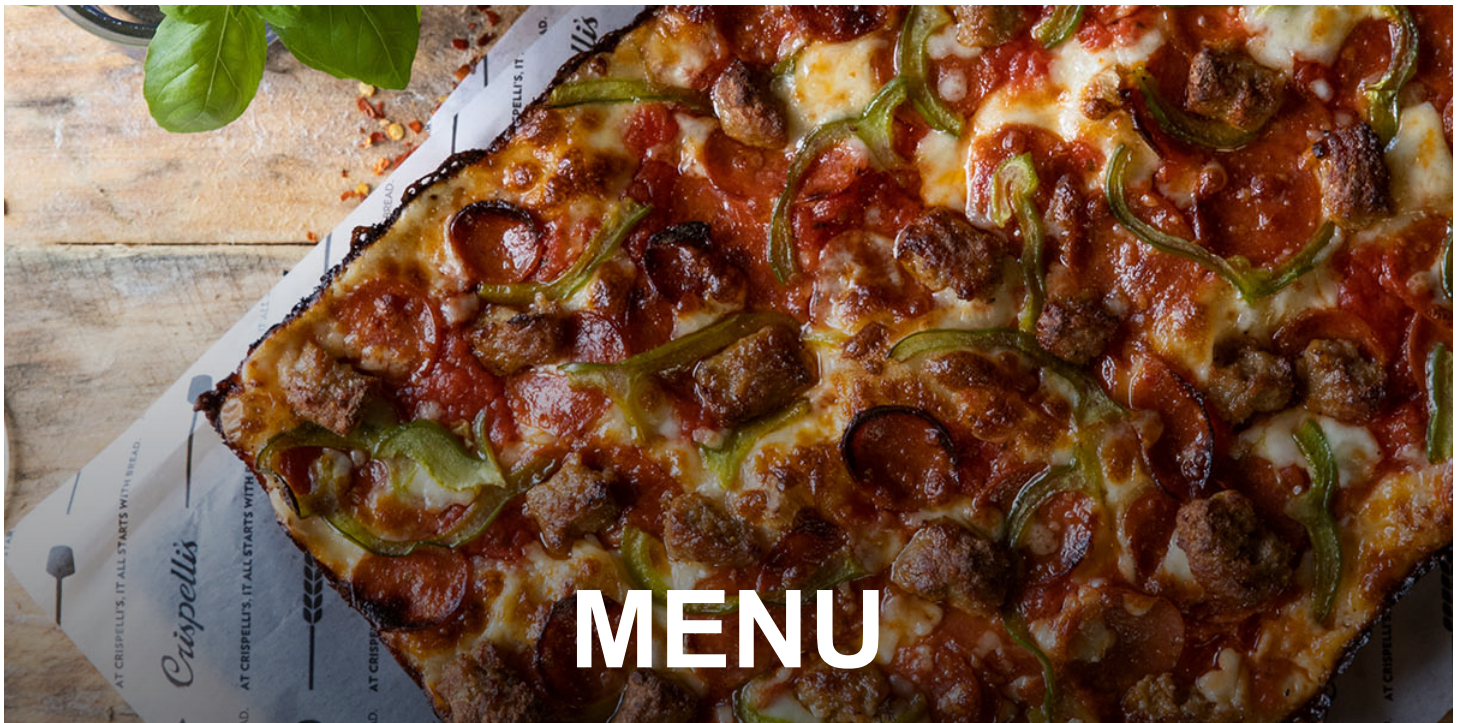
By: _____

Its: _____





RELOCATED ENTRY DOORS.
 MACK AVENUE PRELIMINARY LAYOUT
 12/31/22



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 currants, 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

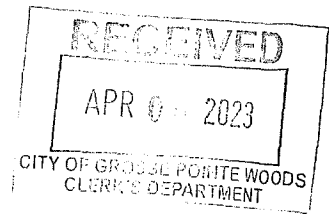
- \$ _____ F.O.I.A.
- \$ _____ Notary
- \$ 2,500 ⁰⁰ ~~Permits/Licenses~~ **LIQUOR**
- \$ _____ Voter Info.
- \$ _____ **MAR 0 2 2023** Public Hearing Fees
- \$ _____ **CITY OF GROSSE POINTE WOODS** Fireworks Vendor
- \$ _____

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

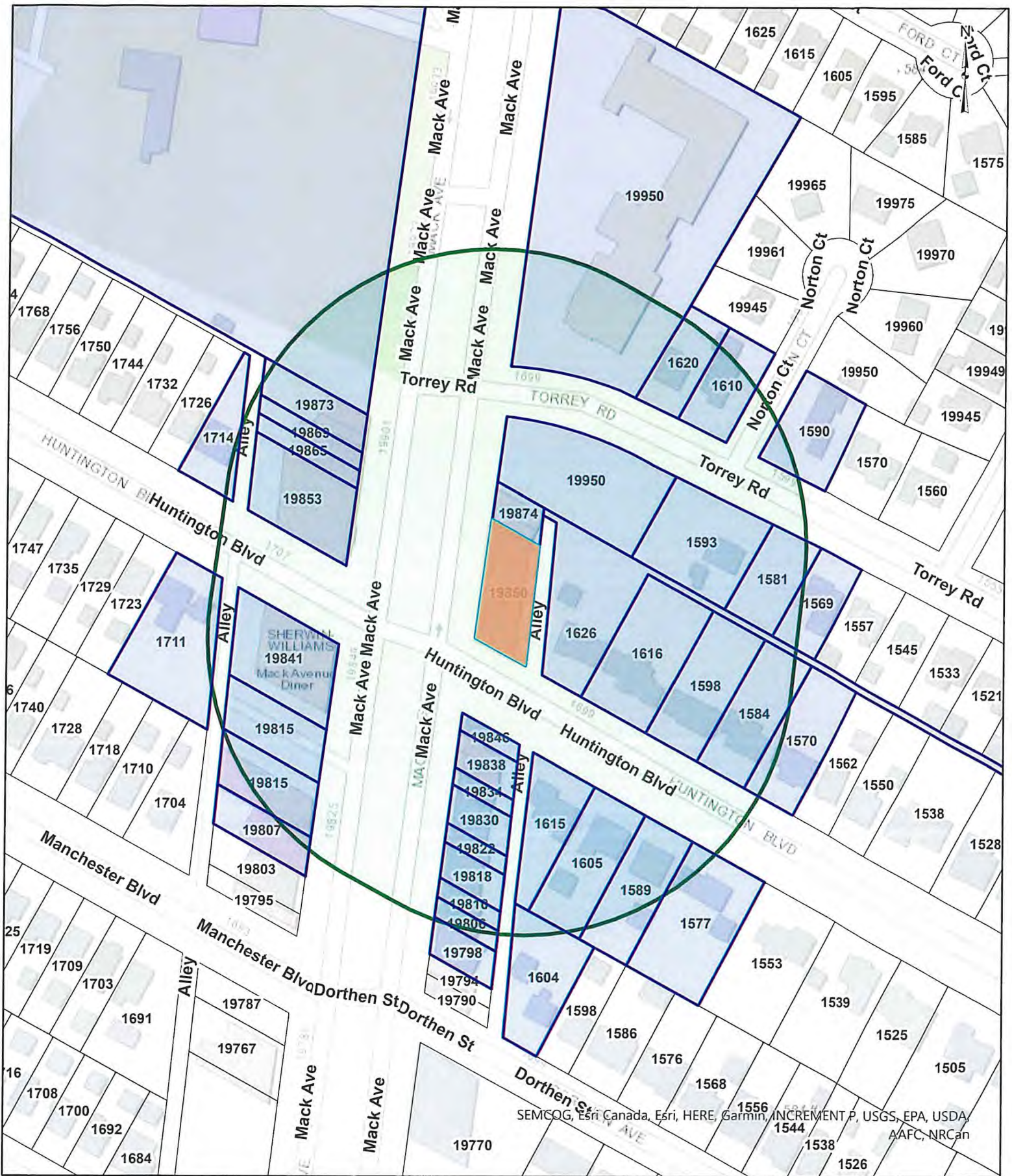
Melanie Mahoney

Notary Public

Paul P. Antolin
City Clerk

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



Copyright 1999 - 2021
 The City of Grosse Pointe Woods, MI*

Copyright 1999 - 2021
 Anderson, Eckstein & Westrick, Inc.*
 *All Rights Reserved



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

MEMO 23-9

TO: Mayor and City Council
FROM: Frank Schulte, City Administrator
CC: Jim Kowalski, Director of Public Services
DATE: May 30, 2023
SUBJECT: Chene – Trombley Park Construction Improvement Project

The original Chene-Trombley bid quotes received from Stucky Vitale Architects from DeMonaco Building Company in the amount \$981,291.00 and Meadow Brook Construction Company in the amount of \$799,935.14 came in substantially higher than anticipated.

Administration and Public Services met with locally known contractors in effort to obtain reduced quotes that were more aligned with the original estimated project costs.

Attached is the Chene-Trombley breakdown of the total project costs and funding, which are as follows:

Tot-Lot Improvements	\$231,473.31
Park Improvements	\$329,562.00
Total Expenses	\$561,035.31
FY 2022/23 Construction Budget	\$366,300.00
GPW Foundation/Grants/Donations	\$194,866.00

To proceed with this project, I am recommending that City Council authorize purchase orders for the attached quotes from contractors in an amount not to exceed \$561,035.31.

The City budgeted \$366,300 for the Chene Trombley Park construction expenses in FY 2022/23 account 401-902-977.104 - Municipal Improvements Parks and Recreation.

I respectfully request a budget amendment in the amount of \$194,866 into account 401-000-674.020 – Donations. The increase in revenue is from the GPW Foundation and the DeMars family to be used for the Tot-Lot Improvements and into expense account 401-902-977.104 – Municipal Improvements Parks and Recreation.

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

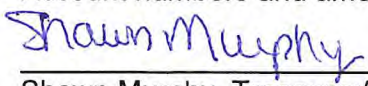


Frank Schulte, City Administrator

5-30-23
Date

Fund Certification:

Account numbers and amounts have been verified as presented.



Shawn Murphy, Treasurer/Comptroller

5-30-23
Date

CHENE TROMBLEY PARK IMPROVEMENTS	
CONSTRUCTION BUDGET-FY 22-23	366,300.00
DESCRIPTION	COST
Tot-Lot Equipment	97,258.19
Playground Equipment Labor- PENCHURA	30,750.00
Rubber Surface Tot-Lot- PENCHURA	31,696.00
Rubber Surface Swing Set- PENCHURA	40,713.12
Fencing for Tot-Lot- Nationwide	10,306.00
Concrete Border Tot-Lot-ACC	10,250.00
Concrete Border Swing-Set-ACC	7,750.00
Concrete Side walk Tot-Lot-ACC	2,750.00
TOTAL TOT-LOT EXPENSES	231,473.31
AEW Survey	3,000.00
Fontana Water/Sewer Lines and Grading-\$5,000 per day-5 days Budgeted	25,000.00
10 Sun Shade Metal Poles-Cost GPW	3,400.00
10 Concrete Poles Holes-Cost GPW	2,800.00
10 Sonotubes-Cost GPW	700.00
Stone-Cost GPW	5,000.00
Concrete Walks/Patio/Footing Restroom-ACC	117,940.00
Restroom Building-Rely On Construction	83,500.00
Brick Columns-Skyline Chimney	16,000.00
Fencing for Gate Nationwide	6,360.00
Sign for Gate Nationwide	10,300.00
Fencing for Park Nationwide	26,155.00
Sails for Sun Shade Eastside Canvas	6,664.00
Landscaping Landscape Source	13,245.00
Pointe Alarm Cameras	6,998.00
Pole & Concrete for Camera	500.00
Rock- Plaque Estimate	2,000.00
TOTAL PARK IMPROVEMENT EXPENSES	329,562.00
TOTAL CHENE TROMBLEY IMPROVEMENTS	561,035.31
SUMMARY	
TOTAL PROJECTED EXPENSES	561,035.31
DONATIONS/GRANT FUNDS	
Grosse Pointe Woods Foundation-Donations-Received 10.22.2022	71,575.00
Grosse Pointe Woods Foundation	83,291.00
Ralph Wilson Grant	10,000.00
DTE Foundation Grant	5,000.00
DeMars family additional funding	25,000.00
TOTAL DONATIONS/GRANT FUNDS	194,866.00
TOTAL COSTS TO THE CITY	366,169.31
COSTS ABSORBED BY THE CITY FOR IMPROVEMENTS	
Tree Removal DPW/GPW-Labor Costs Absorbed by the City	0.00
Fence Removal DPW/GPW-Labor Costs Absorbed by the City	0.00
DPW Dig Poles 10 Holes Sail Shade-Labor Costs Absorbed by City	0.00
6 Six Foot Bench's GPW Park and Recreation Budget	5,808.00
4 Picnic Tables GPW Park and Recreation Budget	3,148.00
Camera Monitoring System-Pointe Alarm	3,000.00
TOTAL	11,956.00



Please make check payable to:
 Landscape Structures, Inc
 SDS 12-0395, PO Box 86
 Minneapolis, MN 55486-0395 USA

Proposal

Date	Proposal #
1/11/2023	23-236-1

Bill To:
City of Grosse Pointe Wood 20025 Mack Avenue Grosse Pointe Woods, MI 48236

Ship To
MRC

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
	313 343 2450		Net 30		LAS

Item	Description	Qty	Weight	Price	Total
PlayShaper	Chene Trombley Playground Equipment - Sourcewell - Second Revised Custom PlayShaper Play Structure Per Design #1167847-01-02	1		21,313.40	21,313.40
248819A	We-Go-Round	1		36,245.70	36,245.70
173908A	Log Stepper 18"	1		1,213.80	1,213.80
173907A	Log Stepper 8"	2		882.30	1,764.60
233058B	DigiRider Dinosaur	1		1,698.30	1,698.30
152179A	Saddle Spinner	1		1,269.90	1,269.90
173594A	Log Crawl Tunnel	1		7,894.80	7,894.80
123831A	Super Scoop , DB	1		1,310.70	1,310.70
123832B	SuperScoop, Wheelchair-Accessible, Direct Bury	1		1,208.70	1,208.70
170793A	Dino Egg Fossil Dig	1		749.70	749.70
170792A	Sea Shells Fossil Dig	1		821.10	821.10
170791A	Fossil Digs - T-Rex Bones	1		749.70	749.70
182503A	Welcome Sign Ages 2-5 years Direct Bury	1		0.00	0.00
141683A	TT Coated Bench 72" w/Back Direct Bury (121 lbs)	3		765.00	2,295.00
100122A	Dino Climber	1		14,524.80	14,524.80
177344A	Single Post Swings, 8' Beam Height	1		1,759.50	1,759.50
237297A	Friendship® Swing w/Single Post Swing Frame Additional Bay 52" Bury ProGuard Chains	1		3,488.40	3,488.40

Proposal Good For 30 Days
 Shipping Time: 10 weeks
 Ship Via: Common Carrier
 Please call 24 hours prior to delivery: _____

Subtotal

Sales Tax (0.0%)

Total

Customer signature below constitutes a purchase order.

Penchura, LLC, 889 S. Old US 23 Brighton, MI 48114
 Office: (810) 229-6245 Fax: (810) 229-6256 Toll Free: (888) 778-7529



Please make check payable to:
 Landscape Structures, Inc
 SDS 12-0395, PO Box 86
 Minneapolis, MN 55486-0395 USA

Proposal

Date	Proposal #
1/11/2023	23-236-1

Bill To:
City of Grosse Pointe Wood 20025 Mack Avenue Grosse Pointe Woods, MI 48236

Ship To
MRC

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
	313 343 2450		Net 30		LAS

Item	Description	Qty	Weight	Price	Total
177345A	Single Post Swing Frame 52" Bury Additional Bay 8' Beam Height Only	1		1,254.60	1,254.60
177351A	Molded Bucket Seat w/Harness & ProGuard Chains for 8' Beam Height	1		1,060.80	1,060.80
176038A	Full Bucket Seat w/Chains ProGuard Chains for 8' Beam Height	1		433.50	433.50
174018A	Belt Seat w/Chains ProGuard Chains for 8' Beam Height	2		155.30	310.60
Freight	Freight			4,000.00	4,000.00
discount	Special Discount for using Sourcewell			-8,109.41	-8,109.41

Proposal Good For 30 Days
 Shipping Time: 10 weeks
 Ship Via: Common Carrier
 Please call 24 hours prior to delivery: _____

Subtotal	\$97,258.19
Sales Tax (0.0%)	\$0.00
Total	\$97,258.19

Customer signature below constitutes a purchase order.

Penchura, LLC, 889 S. Old US 23 Brighton, MI 48114
 Office: (810) 229-6245 Fax: (810) 229-6256 Toll Free: (888) 778-7529



Make all P.O.s, Contracts, and Checks to:
Penchura, L.L.C.
 889 S. Old US 23
 Brighton, MI 48114

Proposal

Date	Project #
4/13/2023	23-400-1

Bill To
Grosse Pointe Woods

Ship To
CHene Trombley Park

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
Kevin Hendricks			50/50 w-Credit App		LAS

Item	Description	Qty	Weight	Price	Total
Installation	Chene Trombley Equipment install and PIP Professional Certified Installation ~ Install all of the LSI play equipment shown on Penchura Design Drawing #: PEN1167847-001-02. Includes installing (3) benches.	1		30,750.00	30,750.00
PIP - Safety Su...	PIP - Poured In Place Safety Surfacing - 50/50 color tan/black for 42" fall height	2,352		17.31	40,713.12T
PIP - Safety Su...	PIP - Poured In Place Safety Surfacing - 50/50 colr tan/black for 8' fall height * If full color is desired ADD \$5,236.40	1,600		19.81	31,696.00T

Proposal good for 30 days.
 Ship Via: common carrier
 Delivery contact name and number: _____

Customer signature below constitutes a purchase order.

Subtotal	\$103,159.12
Sales Tax (0.0%)	\$0.00
Total	\$103,159.12

Credit Card fee of 3% on all purchases over \$2,000.00

AMX fee of 5% on all purchases over \$2,000.00

889 S. Old US 23, Brighton, MI 48114
 Office: (810) 229-6245 Fax: (810) 229-6256 Toll Free: (888) 778-7529

Frank Schulte

From: Scott Lockwood <slockwood@aeWINC.com>
Sent: Tuesday, May 2, 2023 9:15 PM
To: Frank Schulte
Subject: Chene-Trombley Park Improvements

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:

Hello Frank,

We have reviewed the proposed improvements at Chene-Trombley Park. We can provide construction staking for the proposed improvement for a fee of \$3000. Please advise if/when you would like us to proceed. Contact me with any questions or comments.

Thanks,
Scott

Sent from my iPhone

Frank Schulte

From: Frank Giannetti <fontanacon@gmail.com>
Sent: Friday, April 28, 2023 1:20 PM
To: Frank Schulte
Subject: RE: Construction documents & grading info. [SVA] 2021.027 Chene Trombley Park

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:

Frank
For the Chene Trombley Park up grades per plan Fontana Construction estimate for grading,water,sewer to take about a week to compete at \$5000 per day.
Frank Giannetti

Sent from [Mail](#) for Windows

From: [Frank Schulte](#)
Sent: Monday, April 24, 2023 4:10 PM
To: fontanacon@gmail.com
Cc: [Jim Kowalski](#); [Matthew Crook](#); [Susan Como](#)
Subject: FW: Construction documents & grading info. [SVA] 2021.027 Chene Trombley Park

Hi Frank,

I am resending the Chene Trombley Park construction documents for the water line, sewer connection and grading. (See page C-4). Please provide me a price as soon as possible for the following work.

1. Water line
2. Sewer connection
3. Grading
4. Elevating catch basin
5. The city can provide the stone and any disposal as needed

Thanks,

Frank Schulte
City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza Drive
Grosse Pointe Woods, MI 48236
Direct: #313.343.2450
Fax: #313.343.2658

"It's not what you look at that matters, it's what you see." ~Henry David Thoreau

From: Frank Schulte <fschulte@gpwmi.us>
Sent: Wednesday, March 8, 2023 5:38 PM

Frank Schulte

From: Matthew Crook
Sent: Thursday, March 23, 2023 3:28 PM
To: Frank Schulte
Subject: Chene-Trombley

Hi Frank,

6ft bench = \$978 each
8ft bench = \$1158 each
Sonotube = \$70 each x10= \$700
Concrete = \$280 each x10= \$2800
20ft sch80 pipe = \$340 each x10= \$3400

The sonotube is priced at using 3ft at the top of the 7ft(8ft total) depth per hole at the top of the hole .
Approx. 2yrds of concrete per hole at \$140 per yard.

Let me know if you need anything else..

Matthew Crook
Assistant Director of Public Services
City of Grosse Pointe Woods
(313) 343-2460

PROPOSAL



ASPHALT CONTROL CORPORATION

PROPOSAL SUBMITTED TO:

PAGE NO. 1 OF 1 PAGES
Date: March 23, 2023

City of Grosse Pointe Woods
20025 Mack Plaza Drive
Grosse Pointe Woods, Michigan 48236

JOB NAME: Chene- Trombley park Misc. Concrete Work

ADDRESS: 20881 Mack Ave.

PHONE:

CITY: Grosse Pointe Woods, Michigan 48236

We hereby submit specifications and estimate for:

Chene - Trombley Park – Misc. Concrete Work for Park Improvements – As per Stonefield Plans

1. Install Concrete Edge protection (Curb) to Playground Areas – 172 & 228 Lft
Playground Border \$10250.00
Swing set Border \$7,750.00
2. Sidewalk with thickened edge in the playground : \$2,750.00

NOTE: Site Grade to be established by Others
Crushed Stone to be supplied by Others , Layout and Grade heights to be done by others.

We hereby propose to furnish labor and materials – complete in accordance with the above specifications , for the sum of: Unit Prices as stated above and No/100 dollars (Unit Pricing)

Payment as follows: Net 10 Day _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance within 30 days and it is void thereafter at the option of the undersigned.

Authorized Signature: Thomas G. Johnson

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined as above.

Signature: _____

Signature: _____

Date of Acceptance: _____

PROPOSAL



ASPHALT CONTROL CORPORATION

PROPOSAL SUBMITTED TO:

PAGE NO. 1 OF 1 PAGES
Date: March 23, 2023

City of Grosse Pointe Woods
20025 Mack Plaza Drive
Grosse Pointe Woods, Michigan 48236

JOB NAME: Chene- Trombley park Misc. Concrete Work

ADDRESS: 20881 Mack Ave.

PHONE:

CITY: Grosse Pointe Woods, Michigan 48236

We hereby submit specifications and estimate for:

Chene - Trombley Park – Misc. Concrete Work for Park Improvements – As per Stonefield Plans

1. Install Four inch thick sidewalk with Four inch Crushed Stone Base – Approx: 8,825 Sq.ft.
2. Install Eight inch thick Approach with four inch Crushed stone base – Approx: 144 Sq.ft.
3. Install Concrete Edge protection (Curb) to Playground Areas – 172 & 228 Lft
4. Install Approx: 60 Lft. Of 42 inch deep footing for Bath house
5. Install Two Footing 42 Inch pads for entrance gate – Approx:4 ft. by 2 ft. 42 inches deep
6. Install Finish Floor with Thickened pads for interior walls – Approx: 200 Sq.ft.
7. Install Seven Bollard posts

NOTE: Site Grade to be established by Others
Crushed Stone to be supplied by Others , Layout and Grade heights to be done by others.

We hereby propose to furnish labor and materials – complete in accordance with the above specifications , for the sum of: One Hundred Thirty Eight Thousand Six Hundred, Ninety and No/100 dollars (\$138,690.00)

Payment as follows: Net 10 Day _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance within 30 days and it is void thereafter at the option of the undersigned.

Authorized Signature: _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined as above.

Signature: _____

Signature: _____

Date of Acceptance: _____

RELY-ON CONSTRUCTION

GENERAL CONTRACTOR
PAINTING • GENERAL MAINTENANCE

P.O. Box 36185 GROSSE POINTE FARMS, MI 48
TEL.: 586 295-5640 FAX: 586 779-0.

Customer: G.P.W

Invoice No. _____

Address: Ridgecrest Street Park

Date 3/30/23

City _____ State _____ Zip _____

Purchase Order No. _____

Work Performed at _____

Customer Contact _____

DESCRIPTION OF SERVICES PERFORMED	AMOUNT
Build Bathrooms per Plan	
All Electrical	
All Plumbing (Inside)	
All exterior work	
Complete Painting • Dry wall work	
All Doors Trim • Locks	
No Cement or Footings	
Asphalt Roof	
@ Unal shingles outside	
All labor material	\$ 83,500

Terms: Net 30 days

TOTAL DUE

166

Frank Schulte

From: Skyline Chimney & Masonry <skylinemasonry@gmail.com>
Sent: Friday, March 24, 2023 11:09 AM
To: Frank Schulte
Subject: Updated quote

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:

Frank,

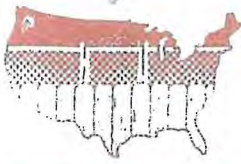
Here is the estimate, 1 for the materials for both columns and 1 for the labor. Let me know if you have any questions.

There aprox 505 brick per column so 1100 total brick ought to do it, we will need 150 - 8x8x16 hollow core block, dura wire, wall ties and 1 yard of sand , 15 bags of type n mortar.

2 pieces of 4" limestone to overhang the bricks 1.5" for the cap.

Total cost for materials delivered
\$7,000.00

Total cost for just labor to build 2 columns from blue print attached in this email/quote
\$9,000.00



March 21, 2023

**City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48326**

ATTN: James Kowalski

**RE: Chene Trombly Park
Tot Lot Fence**

**Nationwide Construction Group, respectfully submits the following quote,
on the above referenced item.**

Will furnish and install the following:

**220' lineal feet of 4' tall, vinyl coated chain link fence
(1) 4' walk gate
Fence will have a top and bottom rail.
Posts spaced 10' on center and concrete set.**

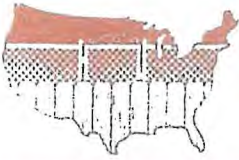
SUM \$ 10,306.00

Deduct: \$ 350.00 to drive line posts in lieu of concrete setting.

Qualifiers:

- 1. Material, tax, and labor included.**
- 2. Staking, clearing, and grading of fence lines by others.**
- 3. Spoils spread on site.**
- 4. Above quote conditioned upon acceptance of contractor's contract language.**
- 5. Quote valid for 15 days.**

**Respectfully,
Franco Amicucci / Direct Dial (586) 270-2001
famicucci@nationwidecos.com**



March 21, 2023

**City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48326**

ATTN: James Kowalski

RE: Chene Trombly Park

**Nationwide Construction Group, respectfully submits the following quote,
on the above referenced item.**

Will furnish and install the following:

**550' lineal feet of 4' tall, vinyl coated chain link fence
(1) 10' wide double swing gates and (2) 4' walk gates
Fence will have a top and bottom rail.
Posts spaced 10' on center and concrete set.**

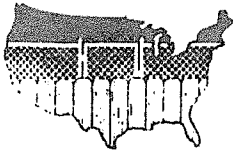
SUM \$ 26,155.00

Deduct: \$ 1,150.00 to drive line posts in lieu of concrete setting.

Qualifiers:

- 1. Material, tax, and labor included.**
- 2. Staking, clearing, and grading of fence lines by others.**
- 3. Spoils spread on site.**
- 4. Above quote conditioned upon acceptance of contractor's contract language.**
- 5. Quote valid for 15 days.**

**Respectfully,
Franco Amicucci / Direct Dial (586) 270-2001
famicucci@nationwidecos.com**



NATIONWIDE
CONSTRUCTION GROUP
An RMD Holding s, Ltd. Company
An Equal Opportunity Employer

Corporate Office - 69951 Lowe Plank Rd., Richmond, MI 48062
Mailing Address - P.O. Box 458, Richmond, MI 48062
Phone (586) 749-6900 - Fax (586) 749-6909
www.nationwide-companies.com

March 29, 2023

City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48326

ATTN: James Kowalski

RE: Chene Trombly Park
Decorative Gates

Nationwide Construction Group, respectfully submits the following quote,
on the above referenced item.

Will furnish and install the following:

(1) 8' High x 12' Wide Curve Top Double Gate, 4-Rail, 3 3/4" Std. Spacing
Aluminum Industrial Grade Gates
4" .250 Wall Aluminum Gate posts
Hinges and drop rods included.

Gates and posts supplied by Elite Fence

SUM \$ 6,360.00

2-Rail Transom Arch with Chene Trombley Park Between the Rails
Sign made of Aluminum.

SUM \$ 10,300.00

Note: Transom design will have to be approved by Owner prior to fabrication and install.

Qualifiers:

1. *Material, tax, and labor included.*
2. *Lead time on material 4-5 weeks after approval and order.*
3. *Staking, clearing, and grading of fence lines by others.*
4. *Spoils spread on site.*
5. *Above quote conditioned upon acceptance of contractor's contract language.*
6. *Quote valid for 15 days.*

Respectfully,
Franco Amicucci / Direct Dial (586) 270-2001
famicucci@nationwidecos.com

Eastside Canvas
 20639 Fleetwood Dr.
 Harper Woods, MI 48225

Date: May 1, 2023

TO: Frank Schulte

JOB: GPW Chene Trombley Park

DESCRIPTION: 8 seasonal canopy sunshades

PAYMENT TERMS: 50% down, 50% upon completion

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
60 yds	Commercial NinetyFive 340 FR		
	Desert Sand #865724	\$29.20	\$1752.00
1 spool	Gore Tenara HTR Thread 138 Clear	\$195.20	\$195.20
16	Wire Rope Clamp 3/16" (5mm) SS	\$1.95	\$31.20
24	Forged D Shackle 1/4" SS (1000 lb load)	\$2.95	\$70.80
2 spools	7x7 Wire Rope 3/16" x 200'	\$171.95	\$343.90
24	Turnbuckles Jaw/Jaw 1/4"x 4" (500 lb load)	\$11.95	\$286.60
24	Polyfab Pro Easy-hold D- Ring 2"		
	(1824 lb work load/7297 lb break load)	\$8.95	\$214.80
		SUBTOTAL	\$2894.50
		TAX	\$173.67
		LABOR	\$3595.00
		TOTAL	\$6663.17

Prepared by: Niko Eklund

This is a quotation on the goods and services named, subject to the conditions noted below:
 Any design changes, modifications or repairs may incur additional charges.

Thank you for your business!



Landscape Source
 17448 26 Mile Road
 Macomb, MI 48042

Phone: (586) 677-7480
 Fax: (586) 677-7483
 Date: 3/21/2023

17448 26 Mile Rd.
 Macomb, MI 48042
 Phone: 586-677-7480
 FAX :586-677-7483
 www.landscapesource.com

Quote: Attn: Frank Shulte
 Jim Kowalski
 City of Grosse Pointe Woods
 Ph: (313) 343-2460
 Fax: (313) 343-2622

Chane Trombley Park

Quote By: David Soulliere

DESCRIPTION	Size	Quan.	Price ea.	Price ea.
Eastern Redbud	2"	7	\$ 189.00	\$ 1,323.00
lilac tree sub for Fringe tree multistem	7-8'	7	\$ 160.00	\$ 1,120.00
Azalea white	18-24"	20	\$ 32.00	\$ 640.00
Boxwood Green Mountain	18-24"	5	\$ 50.00	\$ 250.00
Dense Yew	18-24"	6	\$ 46.00	\$ 276.00
Purple echinacea	19cm /1.5g	30	\$ 12.00	\$ 360.00
Switchgrass Shenandoah	19cm /1.5g	36	\$ 12.00	\$ 432.00
goldstar coneflower	19cm /1.5g	52	\$ 12.00	\$ 624.00
Planting soil and Fertilizer	yards	8	\$ 40.00	\$ 320.00
Colored mulch	yards	10	\$ 40.00	\$ 400.00
	totals	Total		\$ 5,745.00
Labor to install				\$ 7,500.00
				\$ 13,245.00

Plant material prices are delivered and planted prices including
 Assure 5-5-5 Fertilizer with Mycorrhizae and mulch
 Call Dave with questions (586) 634-5515

Signature: _____

Date: 3/21/2023

Note:



19261 Mack Avenue
 Grosse Pointe Woods, MI 48236
 (313) 882-SAFE (7233)
 www.pointealarm.com

QUOTE

Quote Number: AAAQ9209-0

Date: May 27, 2022

Sold To	Ship To	Your Sales Rep
City of Grosse Pointe Woods Frank Schulte 20025 Mack Plaza Drive Grosse Pointe Woods, MI 48236 Phone 313-343-2450 Email fschulte@gpwmi.us	City of Grosse Pointe Woods Frank Schulte 20025 Mack Plaza Drive Grosse Pointe Woods, MI 48236 Phone 313-343-2450 Email fschulte@gpwmi.us	Tim Weldon Work: 313-570-7177 Cell: Email: tim@pointealarm.com

Here is the quote you requested.

Qty	Description	Unit Price	Ext. Price
-----	-------------	------------	------------

Commercial Camera Installation: Chene Trombley CENTRAL STATION MONITORED

Scope of Work:

Install camera System to allow video monitoring of the Park with Talk down to perimeter via Loudspeaker.

Equipment & requirements for installation listed below.

- 1- AXIS Server NVR/CMS Storage
 ** Need connection to Customer 's Local Network/Router for Local & Remote Viewing
- 2- AXIS IP Cameras with Lightcatcher, D/N & WDR
- 1- Outdoor Loudspeaker

City of Grosse Pointe Woods to supply Pole/outdoor rated NEMA box/Power/Internet Pole should be located in a spot to split park in half (exact location to be discussed)

Equipment & Labor: 2 Cameras/1 Speaker 3 POE Devices Total

- 8 Technician III-Commercial Labor Lead Technician
- 8 Technician II-Commercial Labor 2nd Position
- 1 Axis S 2208 Server with Avigilon NVR/CMS Storage
- 2 AXIS LVE IP Camera with Lightcatcher, D/N & WDR
- 2 Micro SD Cards (Edge Recording)
- 1 Axis C3003-E Outdoor Loudspeakers
- 1 10-Port Gigabit Switch 8-Port PoE 130W Max
- 1 Miscellaneous Parts IP Camera/ Bridal Rings Beam Clamps Support Install Hardware

1. Location for devices are subject to change. 2. Installation of the proposed system will occur during usual business hours: 8:00am to 5:00pm Monday - Friday. 3. Upon acceptance of this proposal the Customer agrees to the terms and conditions of the Monitoring Agreement. 4. Permits or any associated fees are not included. 5. Customer will be responsible for providing any 110vac required for proper operation of the system. Customer may also be required to furnish and install RJ31x telephone jack if using telephone for transmission of alarm signals. 6. Customer acknowledges that they have been presented an option for a Maintenance/Warranty contract and firm pricing for this shall be reflected on the monitoring contract if selected. 7. Anything in the Contract Documents

Qty	Description	Unit Price	Ext. Price
	SubTotal		\$6,998.00

Monthly Fee

Monitoring of Cameras w/Audio Alerts 10 hours/7 days a week 10p to 7am (exact hours TBD)

2	PER CAMERA Video Monitoring 10/7 (10 hours 7 days a week)	\$100.00	\$200.00
1	Camera Maintenance Program/ IT / Equipment	\$44.99	\$44.99

Total Monthly Recurring \$244.99 Monthly Charge

SubTotal	\$6,998.00
Total	\$6,998.00
Deposit Required	\$0.00

All customers are subject to the below payment schedule for installations:

% Due	Timing
50%	Upon acceptance of quote
50%	Upon day of completion

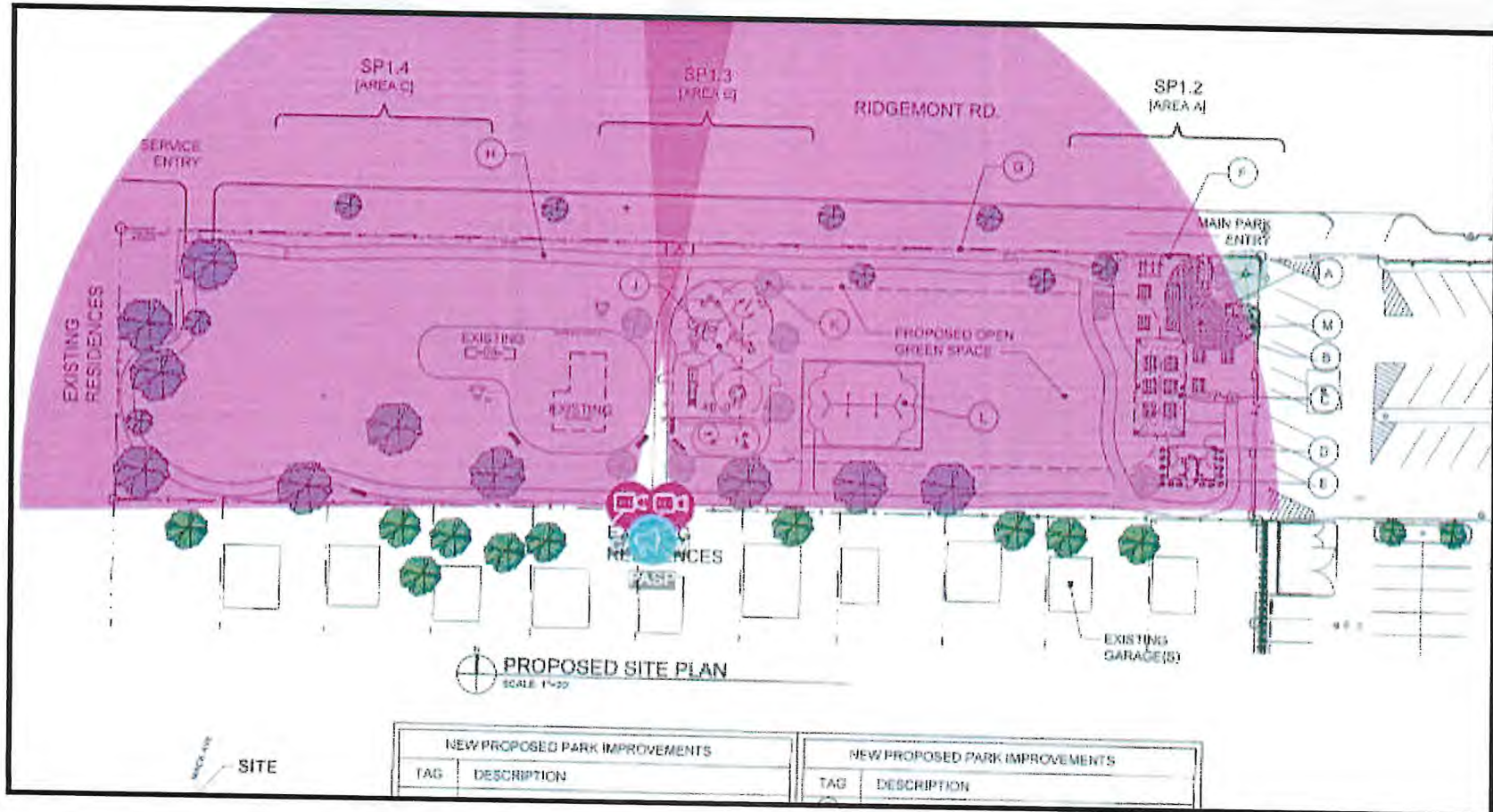
Purchases over \$250.00 on American Express will be charged 2% for installation. American Express can be used for ongoing monthly monitoring at no added service charge.

1. Location for devices are subject to change. 2. Installation of the proposed system will occur during usual business hours: 8:00am to 5:00pm Monday - Friday. 3. Upon acceptance of this proposal the Customer agrees to the terms and conditions of the Monitoring Agreement. 4. Permits or any associated fees are not included. 5. Customer will be responsible for providing any 110vac required for proper operation of the system. Customer may also be required to furnish and install RJ31x telephone jack if using telephone for transmission of alarm signals. 6. Customer acknowledges that they have been presented an option for a Maintenance/Warranty contract and final pricing for this shall be reflected on the monitoring contract if selected. 7. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental, or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.

CHENE TROMBLEY LEGEND:


 IP CAMERA

 SPEAKER



Bill to: John Salter City of Grosse Pointe Woods 20025 Mack Plaza Drive Grosse Point Woods, Michigan, 48236 United States T: 313-343-2470	Ship to: John Salter City of Grosse Pointe Woods 23000 Jefferson Avenue Saint Clair Shores, Michigan, 48080 United States T: 313-343-2470	Quote Proposal Q23.75096 Date of Proposal Apr 26, 2023 Proposal valid until May 25, 2023 (29 days) Sales Rep: David Kennis david.kennis@theparkcatalog.com
--	--	--

Lead times quoted are only estimates and may change due to the volatility and demand of raw materials.

Product image	Product name	Item #	QTY	Price	Your Price	Discount	Subtotal
	All-Aluminum Picnic Table Size 6'L	569-1178-111	4	\$762.00	\$670.00	\$368.00	\$2,680.00

Adjustment Quote	-\$368.00
Total Discount	\$368.00
Subtotal	\$2,680.00
Shipping & Handling (Excl. Tax)	\$468.00
Tax	\$0.00
Grand Total	\$3,148.00

- THIS QUOTE COMES WITH A BEST PRICE GUARANTEE -

TERMS & CONDITIONS

SHIPPING:

All merchandise is sold F.O.B. Deliveries are made during normal business hours, 8am - 4pm Monday - Friday. Unless otherwise noted, shipping charges include standard delivery only. Standard shipping charges are for Tailgate delivery to any commercial location on a commercial truck route; the truck driver is under no obligation to help you unload. If you are unable to accept a shipment via this method, you must purchase additional services.

- Additional Services - Residential Delivery, Limited Access Delivery, Construction Site Delivery, Liftgate Service, Inside Delivery, Notify Before Delivery.
- Service Discrepancies - If there is a discrepancy in the services requested and the minimum services required to deliver the product, The Park Catalog reserves the right to charge the customer for any necessary additional services provided at the time of delivery.
- Inspection of Shipments - It is the customer's responsibility to inspect all deliveries for possible damage, correct quantities and to note any discrepancies on the freight bill PRIOR to signing the delivery receipt provided by the driver. All claims MUST be recorded on the delivery receipt and reported within 48 hours of delivery. The Park Catalog does NOT GUARANTEE replacement parts or products FREE of charge due to concealed or unreported damages.
- Assembly May Be Required - Many of our products are shipped unassembled in order to minimize damage and lower freight charges.

CANCELLATIONS:

All cancellations must be done prior to shipping. Made-to-Order items already in production may not be cancelled.

RETURNS:

We will accept returns of unused products, up to 30 days from the shipping date, subject to ALL of the following terms and conditions:

- Approval - Written approval and instructions must be issued by our Customer Service Department before any merchandise can be returned.
- Shipping Returns - All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted.
- Re-Stocking & Shipping Fees - The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect. Original shipping charges will not be refunded.
- Web-Orders - For online orders, The Park Catalog is not responsible if the customer orders incorrect product or colors. All return and restock fees apply.
- Made-to-Order or Personalized - These items are not returnable unless a defect in manufacturing is presented to us with pictures prior to return.
- Force Majeure: No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

To accept this proposal please Sign Here: _____ Date: _____

Frank Schulte

From: John Salter
Sent: Wednesday, April 26, 2023 9:50 AM
To: Frank Schulte; Susan Como
Subject: FW: Treetop Products: Quote# QUOTRE26787

Here is the quote for **Chene-Trombly Parks benches..**

From: TreeTop Products <info@treetopproducts.com>
Sent: Wednesday, April 26, 2023 9:15 AM
To: John Salter <JSalter@gpwmi.us>
Subject: Treetop Products: Quote# QUOTRE26787

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:

Dear John Salter:

Thank you for your interest in Treetop Products. Below is the quote you have requested. Please advise if any changes are required or when you are ready to place the order.

We look forward to doing business with you.

Thank you,

James
Treetop Products
Customer Service and Inside Sales Representative
(866) 511-5642

Please review our company's [Product Warranty](#), [Shipping Policy](#), and [Return Policy](#) as stated at the bottom of our website: www.treetopproducts.com before placing your order.



TreeTopProducts.com
Lowest Prices Guaranteed

Treetop Products Inc.
222 State Street
Batavia IL 60510
(866) 511-5642
info@treetopproducts.com

Quote

Account Number - 147221

Estimate # QUOTRE26787

4/26/2023

Customer

City Of Grosse Pointe Woods
2300 Jefferson Street
Saint Clair Shores MI 48080

Ship To

City Of Grosse Pointe Woods
2300 Jefferson Street
Saint Clair Shores MI 48080

Item	Qty	Rate	Amount	Estimated Lead Time
2ZT2085-BK Northgate Metal Park Bench/ 6' Bench/ Black	6	\$918.85	\$5,513.10	Ships in 1 to 2 Days

Subtotal	\$5,513.10
Tax Total (%)	\$0.00
Shipping	\$294.68
Total	\$5,807.78

*Estimated lead time is based on normal fulfillment time of an order at this moment. Orders with large quantities may require additional time. These estimates are subject to change based on the nationwide supply chain issue.

PRICING FOR THIS QUOTE IS LOCKED IN FOR 30 DAYS

SECTION 00410

BID FORM

PART 1 PROJECT:

1.01 Bid Proposal For:

- A. City of Grosse Pointe Woods – Chene-Trombley Park Master Plan
- B. Location: 20881 Mack Ave., Grosse Pointe Woods, MI

1.02 OWNER:

- A. City of Grosse Pointe Woods, MI
- B. 20025 Mack Plaza
- C. Grosse Pointe Woods, MI 48236
- D. Contact: Jim Kowalski

1.03 ARCHITECT:

- A. Stucky Vitale Architects, Inc.
- B. 27172 Woodward Avenue, Royal Oak, MI 48067-0925
- C. Telephone: (248) 546 - 6700
- D. Facsimile: (248) 546 - 8454
- E. E-mail: jvitale@stuckyvitale.com

PART 2 REQUIREMENTS:

2.01 PARTICULARS:

- A. All General Contractor bids shall be submitted to the City of Grosse Pointe Woods City Clerk Office. Bid Proposals are due to the City of Grosse Pointe Woods City Clerk office on **Friday, March 3, 2023, at 2:00 PM, EST.**
- B. The undersigned, having examined the Contract Documents, the Place of Work, all conditions affecting the General Contractor Work and all matters referred to in the Instructions to Bidders, hereby proposes to furnish all labor, materials, equipment, tools and services required to complete said General Contractor Work in strict accordance with the specifications, drawings and all other conditions contained in these Contract Documents, in consideration of the sum or sums stated below and as detailed strictly in the format put forth in the Bid Form.
- C. The Owner reserves the right to waive irregularities, reject any and/or all Bids, or accept any Bid, whenever it is deemed in the Owner's best interests to do so.
- D. The undersigned agrees that payment of all applicable taxes and fees is included herein.
- E. All Bids shall be firm for a period of 30 days from date of submission. All general conditions / general requirements as defined in the contract specifications shall apply to all subcontract bids and subsequent agreements.
- F. The General Contractor shall execute the Agreement within seven (7) days of receipt of acceptance of this bid if the Owner accepts this bid within the time period stated above.
- G. The Project shall commence on or about April, 2023 after written acceptance of this bid or within seven (7) days if noticed after April, 2023.

2.02 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # 1 Dated February 28, 2023.
2. Addendum # _____ Dated _____.

PART 3 OFFER:

3.01 BID DETAIL:

A. Provide a breakdown of your Total Bid Amount as follows:

1.1	General Conditions (Not to Exceed)	<u>\$29,300.00</u>
2.1	Division 2 – Landscaping (limited scope) Refer to City provided work (see plans)	<u>\$36,125.00</u>
2.2	Division 2 – Site	<u>\$40,000.00</u>
3.1	Division 3 – Concrete	<u>\$190,000.00</u>
4.1	Division 4 – Masonry	<u>\$61,410.79</u>
5.1	Division 5 – Metals	<u>\$15,640.00</u>
6.1	Division 6 – Carpentry	<u>\$9,583.51</u>
7.1	Division 7 – Thermal / Moisture Protection	<u>\$6,850.00</u>
8.1	Division 8 – Openings	<u>\$7,267.00</u>
9.1	Division 9 – Finishes	<u>\$5,300.00</u>
9.2	Division 9 – Drywall	<u>\$2,460.00</u>
9.3	Division 9 – Painting	<u>\$5,885.00</u>
10.1	Division 10 – Specialties	<u>\$70,484.27 - Fencing/Signs/Bike Racks/Installation</u> <u>\$103,159.12 - Playground Equipment Installation</u>
11.1	Division 13 – Sunshade Fabric System	<u>\$56,616.00</u>
12.1	Division 22 – Plumbing	<u>\$19,947.77</u>
13.1	Division 23 – HVAC	<u>\$7,760.00</u>
14.1	Division 26 – Electrical	<u>\$18,940.00</u>
15.1	Balance of Work	<u>\$24,325.00</u>

Subtotal: \$711,053.46

12.5% GC Fee: \$88,861.68

General Contractor Total Bid Amount: \$799,935.14

Allowances (if required): **N/A**

3.02 UNIT PRICES:

A. List any included in bid N/A

3.03 ALTERNATIVES:

B. List any included in bid N/A

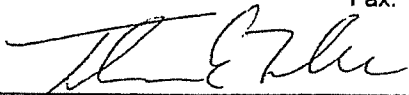
General Contractor: **Meadowbrook Construction Co., Inc.**

Address: **18285 E. 10 Mile Rd., Ste. 110
Roseville, MI 48066**

Telephone: **(586) 775-7774**

Fax: **N/A**

Authorized Signature:

 3/3/23

Printed Signature:

Thomas E. Miller.

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

Please provide additional clarification / cost breakdown for the following items:

1. Number of days to complete project: 100 Days
2. Fee percentage for Change Orders (Add/Credit): 12.5%
3. Allowance for building permit fees included, if so, how much? **Not Included**

END OF BID FORM

SECTION 00410

BID FORM

PART 1 PROJECT:

1.01 Bid Proposal For:

- A. City of Grosse Pointe Woods – Chene-Trombley Park Master Plan
- B. Location: 20881 Mack Ave., Grosse Pointe Woods, MI

1.02 OWNER:

- A. City of Grosse Pointe Woods, MI
- B. 20025 Mack Plaza
- C. Grosse Pointe Woods, MI 48236
- D. Contact: Jim Kowalski

1.03 ARCHITECT:

- A. Stucky Vitale Architects, Inc.
- B. 27172 Woodward Avenue, Royal Oak, MI 48067-0925
- C. Telephone: (248) 546 - 6700
- D. Facsimile: (248) 546 - 8454
- E. E-mail: jvitale@stuckyvitale.com

PART 2 REQUIREMENTS:

2.01 PARTICULARS:

- A. All General Contractor bids shall be submitted to the City of Grosse Pointe Woods City Clerk Office. Bid Proposals are due to the City of Grosse Pointe Woods City Clerk office on **Friday, March 3, 2023, at 2:00 PM, EST.**
- B. The undersigned, having examined the Contract Documents, the Place of Work, all conditions affecting the General Contractor Work and all matters referred to in the Instructions to Bidders, hereby proposes to furnish all labor, materials, equipment, tools and services required to complete said General Contractor Work in strict accordance with the specifications, drawings and all other conditions contained in these Contract Documents, in consideration of the sum or sums stated below and as detailed strictly in the format put forth in the Bid Form.
- C. The Owner reserves the right to waive irregularities, reject any and/or all Bids, or accept any Bid, whenever it is deemed in the Owner's best interests to do so.
- D. The undersigned agrees that payment of all applicable taxes and fees is included herein.
- E. All Bids shall be firm for a period of 30 days from date of submission. All general conditions / general requirements as defined in the contract specifications shall apply to all subcontract bids and subsequent agreements.
- F. The General Contractor shall execute the Agreement within seven (7) days of receipt of acceptance of this bid if the Owner accepts this bid within the time period stated above.
- G. The Project shall commence on or about April, 2023 after written acceptance of this bid or within seven (7) days if noticed after April, 2023.

2.02 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # 1 Dated 2/28/23.
2. Addendum # _____ Dated _____.

PART 3 OFFER:

3.01 BID DETAIL:

A. Provide a breakdown of your Total Bid Amount as follows:

1.1	General Conditions (Not to Exceed)	\$ <u>10,000 -</u>
2.1	Division 2 – Landscaping (limited scope) Refer to City provided work (see plans)	\$ <u>51,904 -</u>
2.2	Division 2 – Site	\$ <u>102,400 -</u>
3.1	Division 3 – Concrete	\$ <u>230,400 -</u>
4.1	Division 4 – Masonry	\$ <u>215,040 -</u>
5.1	Division 5 – Metals	\$ <u>33,216 -</u>
6.1	Division 6 – Carpentry	\$ <u>89,536 -</u>
7.1	Division 7 – Thermal / Moisture Protection	\$ <u>INC</u>
8.1	Division 8 – Openings	\$ <u>INC</u>
9.1	Division 9 – Finishes	\$ <u>INC</u>
9.2	Division 9 – Drywall	\$ <u>INC</u>
9.3	Division 9 – Painting	\$ <u>7,488 -</u>
10.1	Division 10 – Specialties	\$ <u>138,240 -</u>
11.1	Division 13 – Sunshade Fabric System	\$ <u>46,592 -</u>
12.1	Division 22 – Plumbing	\$ <u>24,247 -</u>
13.1	Division 23 – HVAC	\$ <u>2,500 -</u>
14.1	Division 26 – Electrical	\$ <u>29,728 -</u>
15.1	Balance of Work	\$ <u>N/A</u>
	General Contractor Total Bid Amount: (Include in your bid any Allowances)	\$ <u>981,291. -</u>

Allowances (if required):

\$ 10,000 - 1.1 General Cond.
 \$ _____
 \$ _____

3.02 UNIT PRICES:

A. List any included in bid

\$ _____

3.03 ALTERNATIVES:

B. List any included in bid

2.1

\$ 8200 -

SOD vs
SEED

General Contractor:

DEMONALDO BUILDING CO.

Address:

30505 BEACONSFIELD ST

ROSEVILLE MI 48066

Telephone:

586-248-1982

Fax: _____

Authorized Signature:

J. Demaldo

Printed Signature:

JOSEPH DEMONALDO

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

Please provide additional clarification / cost breakdown for the following items:

1. Number of days to complete project.

120-160 weather Permitting.

2. Fee percentage for Change Orders (Add/Credit).

20 %

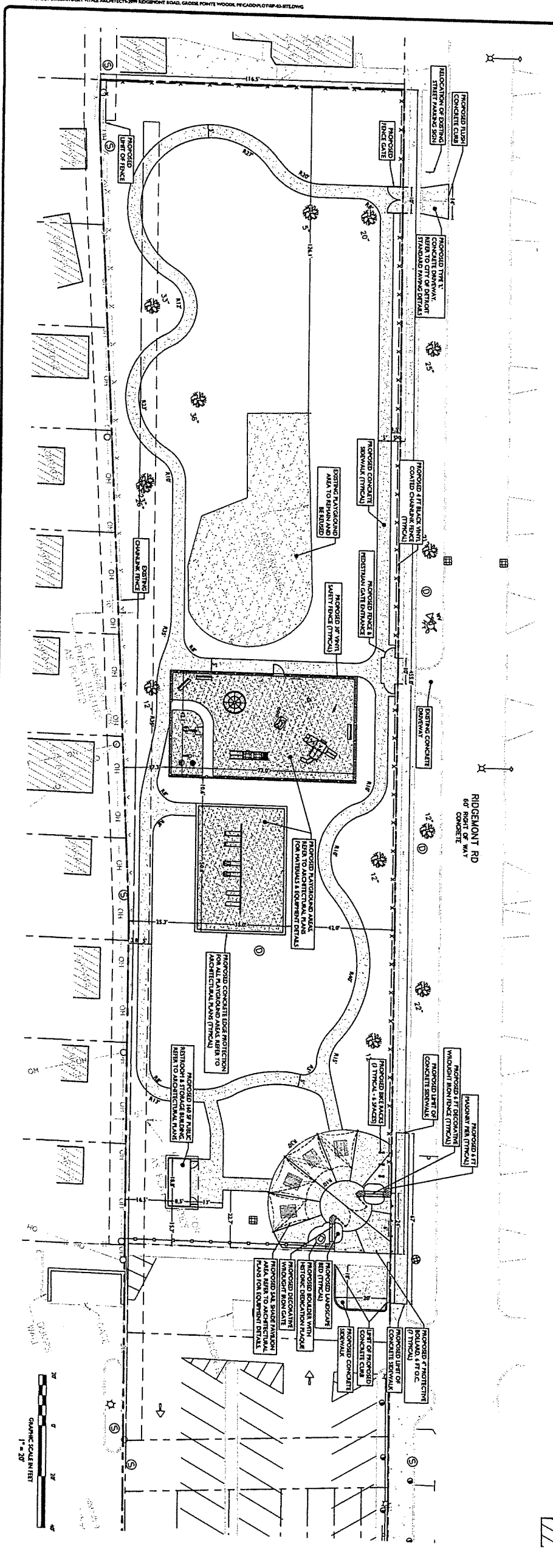
3. Allowance for building permit fees included, if so, how much?

NOT INCLUDED

END OF BID FORM

LAND USE AND ZONING			
PARCEL ID: 48003990005009			
COMMUNITY FACILITIES DISTRICT (C-7)			
PROPOSED USE	PERMITTED USE	PROPOSED	
MANUAL PARK	MANUAL PARK	13.1 AC (28.2)	
ZONING REQUIREMENT	REQUIRED	48.0 FT	
PERMITTED LOT AREA	N/A	114.2 FT	
PERMITTED LOT WIDTH	N/A	42.1 FT (12.8)	
PERMITTED LOT DEPTH	N/A	42.1 FT (12.8)	
PERMITTED LOT COVERAGE	N/A	21.1 FT (6.0)	
PERMITTED BUILDING HEIGHT	31 FT	21.1 FT (6.0)	
PERMITTED FRONT YARD SETBACK (CON)	21 FT	12.7 FT (3.8)	
PERMITTED SIDE YARD SETBACK (CON)	21 FT	12.7 FT (3.8)	
PERMITTED REAR YARD SETBACK	31 FT	14.1 FT (4.0)	

09) WAYNS



- GENERAL NOTES**
1. THE CONTRACTOR SHALL VERIFY AND MAINTAIN THE EXISTING SITE CONDITIONS AND THE PROPOSED SCOPE OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN.
 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN.
 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROSSE POINTE WOODS AND THE STATE OF MICHIGAN.

SYMBOL	DESCRIPTION
—	PROPERTY LINE
—	PROPOSED SIGN / ISOLATORS
—	PROPOSED BUILDING
—	PROPOSED CONCRETE PAVEMENT
—	PROPOSED PLAYGROUND SURFACE
—	PROPOSED HOLLOW WALL / FIBER CONCRETE
—	PROPOSED 4 FT BLACK VENT COATED CHAINLINK FENCE
—	PROPOSED 4 FT DECORATIVE WOODPOST RAIL FENCE
—	PROPOSED 3 FT VENT SAFETY FENCE
—	PROPOSED FENCE GATE

STONEFIELD
engineering & design

SCALE: 1" = 20'
TITLE: SITE PLAN
DRAWING: C-3

SITE IMPROVEMENT PLANS

CHENE-TROMBLEY PARK

PROPOSED NEIGHBORHOOD PARK WITH PLAYGROUND AMENITIES

PARCEL ID: 48003990005009
20881 MACK AVENUE
CITY OF GROSSE POINTE WOODS
WAYNE COUNTY, MICHIGAN

STONEFIELD
engineering & design

Detroit, MI · Rutherford, NJ · New York, NY
Princeton, NJ · Tampa, FL · Boston, MA
www.stonefieldeng.com

607 Shelby Suite 200, Detroit, MI 48226
Phone 248.247.1115

NOT APPROVED FOR CONSTRUCTION

ISSUE	DATE	BY	DESCRIPTION
1	01/27/2023	KH	FOR BIDS / PERMITS

5935 LAKE VILLA CIRCLE
COMMERCE TOWNSHIP, MI 48382
MAY 20, 2023

ART BYRANT, MAYOR
1811 HOLLYWOOD
GROSSE POINTE WOODS, MI 48236

DEAR MAYOR

THIS IS OFFICIAL NOTICE THAT I HAVE RESIGNED
FROM THE GROSSE POINTE WOODS HISTORICAL
COMMISSION AS OF MARCH 31, 2023

I WOULD HAVE WRITTEN THIS LETTER SOONER
BUT I WAS IN THE HOSPITAL.

SINCERELY YOURS

Delmar Harkensider