

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Regular City Council Meeting Agenda
Monday, February 4, 2019
7:00 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. RECOGNITION OF COMMISSION MEMBERS
5. ACCEPTANCE OF AGENDA
6. APPOINTMENT
 - A. Tree Commission Excerpt 11/07/18, w/recommendation:
 1. Appointment (Mayor):
 - a) City Council Excerpt 12/17/18
 - b) Biographical Sketch - Maria Galbo
7. MINUTES
 - A. Council 01/07/19
 - B. Committee-of-the-Whole
 1. FY 2017/18 Audits
 - C. Planning Commission Minutes and Workshop 11/27/18
 - D. Beautification Commission 10/10/18
 - E. Citizens Recreation Commission 12/11/18
 - F. Historical Commission 11/8/18, 12/13/18
 - G. Senior Citizens Commission 09/08/18, 11/20/18
 - H. Local Officers Compensation Commission 01/23/19
8. PUBLIC HEARINGS
 - A. Fence Variance: Samuel Randazzo, 20155 Morningside
 1. Application for Fence 11/27/18
 2. Certificate of Survey 05/12/83
 3. Fence Drawing
 4. Letter 12/04/18 – Building Official
 5. Letter 12/14/18 – A. Urbani
 6. Memo 01/17/19 – Building Official
 - a. Summary of Court/Code Enforcement
 - b. Register of Actions 10/17/18
 - c. Article IX. – Fences
 - d. Ordinance #879
 - e. BP – FenceEnforcement – E170292
 - f. Application for Fence 07/28/17
 - g. Fence Drawing Rec'd 07/28/17
 - h. Letter 08/04/17 – A. Urbani
 - i. Memo 08/10/17 – Building Official
 - j. Photos (10)
 - k. Email 12/15/18 – Building Official
 - l. Letter 02/23/18 – Building Official
 - m. Ticket No. 253896
 - n. Email 10/26/18 – S. Stewart

7. Memo 01/16/19 – Director of Public Services
8. Affidavit of Property Owners Notified
9. Aerial Views (2)

B. Liquor License Reclassification: From Tavern to Class C – Chef Mowen LLC a/k/a Ferlito's Family Dining and Pizza, 20745 Mack Avenue

1. Application 12/11/18
2. TIPS Alcohol Server Training Program Certification 2018
3. Site Plan
4. Letter 12/06/18 – K. Allen
5. Retailer License & Permit Application 12/06/18
6. Report of Stockholders, Members, or Partners 12/06/18
7. Michigan Department of Licensing and Regulatory Affairs Filing Endorsement, Articles of Organization for Chef Mowen, LLC 10/10/14
8. Agreement between Joshua Mowen and Chef Mowen, LLC 10/13/14
9. Extension of Lease 05/03/17
10. Agreement Regarding Issuance or Transfer of Class C Liquor License City of Grosse Pointe Woods, MI
11. Affidavit in Support of Application for Grosse Pointe Woods Liquor License Issuance or Transfer and Release
12. Authorization Form in Conjunction with Grosse Pointe Woods Liquor License Application 12/06/18
13. Letter 11/21/18 – K. Allen
14. Resolution – Local Government Approval
15. Chef Mowen, LLC Class C Application
16. Floor Plan
17. Menus (2)
18. Building Plan 12/12/90
19. Memo 01/11/19, w/review factors – City Administrator
20. Letter 01/23/19 – City Attorney
21. Memo 01/10/19 – Director of Public Safety
22. Memo 12/28/18 – Det. Anthony Chalut
23. Memo 01/04/19 – Sgt. Joseph Provost
24. Letter 01/01/19 – Sgt. Joseph Provost
25. State of Michigan License Exp. 04/30/19
26. Grosse Pointe Woods Business License Exp. 03/31/19
27. Sales Tax License Exp. 12/31/18
28. Police Report 01/04/19 – Fire Inspection
29. Memo 01/01/19 – Building Official

- 30. Affidavit of Legal Publication
 - 31. Affidavit of Property Owners, Businesses, Occupants, and Current Liquor License Holders Notified
 - 32. Aerial View
 - 33. Letter in Support 01/26/19 – Woods Wholesale Wine
9. COMMUNICATIONS
- A. Budget Transfer/Recreation Aquatics Assistant Position
 - 1. Memo 01/04/19 – Director of Public Services/Recreation Supervisor
 - B. Budget Amendment: Water/Sewer Budget
 - 1. Memo 01/21/19 – Treasurer/Comptroller
 - C. Monthly Financial Report – December 2018
10. BIDS/PROPOSALS/ CONTRACTS
- A. Lease Agreements: Copier Systems for Public Safety and Public Works
 - 1. Memo 01/09/19 – Information Technology Manager
 - 2. Proposal – Public Safety
 - 3. Proposal – Public Works
11. RESOLUTION
- A. 2019 Grosse Pointe Woods Special Events License Application
 - 1. Memo 01/22/19 – City Clerk
 - 2. MLCC Special License Application
 - 3. Proposed Resolution
 - 4. Bond of Special License
 - 5. Credit Card Authorization Form
 - 6. Site Plan
 - B. Charitable Gaming: Kirk H. and JoAnn P. Gibson Family Foundation for Parkinson’s Research
 - 1. Letter 01/04/19 – T. Vaughn
 - 2. Letter 09/11/18 – Internal Revenue Service
 - 3. Proposed Resolution
12. ORDINANCES
- A. First Reading: An Ordinance to Amend Chapter 50, Zoning Article III District Regulations, by adding new Section 50-186, “Prohibited Uses – Marijuana Establishments”, to Prohibit Marijuana Establishments under the Michigan Regulation and Taxation of Marihuana Act (MRTMA)
 - 1. Planning Commission Excerpt 01/22/19
 - 2. Committee-of-the-Whole Excerpt 10/22/18
 - 3. Letter 11/07/18 – City Attorney
 - 4. Council Excerpt 11/19/18

5. Letter 11/20/18 – City Attorney
6. Planning Commission Excerpt 11/27/18
7. Letter 01/10/19 – City Attorney
8. Resolution for Land Use Moratorium
9. Proposed Ordinance

- B. First Reading: An Ordinance to Amend Chapter 28 Offenses, by Amending Sec. 28-316, Marijuana, to Update the Ordinance in Accordance with State Law, Adopting State Law Definitions, Prohibitions and Penalties

1. Letter 01/31/19 – City Attorney
2. Proposed Ordinance

13. CLAIMS/ACCOUNTS

- A. 2018 Road Program

1. Florence Cement Construction Pay Estimate No. 3
01/08/19 - \$28,830.72

- B. Bond Improvements, Roofs and HVAC – Cross Renovation

1. Pay No. 6 12/27/18 - \$197,957.99;
2. Pay No. 7 01/24/19 - \$124,923.98.

- C. Public Safety Renovations – Cross Renovation

1. Invoice #6 10/25/18 - \$58,235.12;
2. Invoice No. 7 11/26/18 - \$33,106.38.

- D. Professional Services

1. Plante Moran Invoice No. 1619789 01/02/19 -
\$19,350.00

- E. Labor Attorney – Keller Thoma

1. Invoice No. 115581 12/01/18 - \$641.10;
2. Invoice No. 115651 01/01/19 - \$1,006.30;
3. Invoice No. 115680 01/01/19 - \$43.75.

- F. Plumbing and Mechanical Inspections

1. McKenna Invoice No. 21849-7 01/06/19 -
\$1,500.00

G. Legal Services

1. WCA Assessing Invoice No. 010819 01/08/19 - \$21,993.54

H. Demolition Contract/Budget Amendment

1. Holsbeke Construction Invoice #20304 11/27/18 - \$17,867
2. City Council Excerpt 08/20/18
3. Memo 02/04/19 – Treasurer/Comptroller

I. City Attorney

1. Don R. Berschback 01/30/19 - \$1,870.00;
2. Charles T. Berschback 01/30/19 – 5,587.50.

14. NEW BUSINESS/PUBLIC COMMENT

15. ADJOURNMENT

Lisa Kay Hathaway, CMMC/MMC
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 COUNCIL HAVE QUESTIONS REGARDING YOUR REQUEST
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Community Tree Commission Excerpt
11/7/18

New Business:

Maria Galbo was introduced to the commission members as a candidate for appointment to the Tree Commission and Chairperson Chan gave an overview on the history of our commission and the duties that the commission carries out for our community.

Motion was made by Gaskin and seconded by Greening, that we recommend the Mayor appoint Maria Galbo to our tree commission. The vote was unanimous.

COUNCIL CLIPPING
12-17-18

(Recording Secretary's Note: Mayoral appointment for Community Tree Commission - Maria Galbo, on hold until Mayor is present.)

CC: Tree Commission City Council - HOLD
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CITY OF GROSSE POINTE WOODS

20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RECEIVED

NOV 09 2018

BIOGRAPHICAL SKETCH

CITY OF GROSSE POINTE WOODS

CC: Mayor

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

Beautification Commission	Building Authority
Board of Review	Community Tree Commission ✓
Citizens' Recreation Commission	Downspout Board of Appeals
Construction Board of Appeals	Historical Commission
Community Events Committee	Mack Avenue Business Study Committee
Local Officers' Compensation Commission	Planning Commission
Pension Board	Other:
Senior Citizens' Commission	

NAME: MARIA GALBO

ADDRESS: 938 S PENNAID

TELEPHONE: Home: 313.820.4444 Office: 313.881.3249

E-Mail: MARIA GALBO @GROSSEPOINTE.MI

OCCUPATION: OPTICIAN

OF YEARS RESIDENT OF GROSSE POINTE WOODS: 19 yrs.

PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION: MARKETING, THOROUGHNESS

I am an amateur gardener with a deep appreciation of horticulture

EDUCATION: ASSOCIATE MARKETING - MICHIGAN COLLEGE, AMER. BOARD OF

PROFESSIONAL / SERVICE CLUB AFFILIATIONS: OPTICIAN; FERRIS STATE

OPTICIAN - LENS CRAFTERS, DAUGHTERS OF PENLOPE, HILKENS

DESCRIBE WHY YOU WOULD BE AN ASSET TO THE COMMISSION/BOARD: WOMEN'S ORGANIZATION

IT WOULD BE MY HONOR TO CONTRIBUTE TO THE BEAUTY OF THE COMMUNITY
I LOVE WORKING!

Signature of sponsor

Signature of applicant

Date: Dec. 14, 2017

Return to Clerk's Office

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

7A

COUNCIL
01-07-19 - 1

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, JANUARY 7, 2019, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:00 p.m. by Mayor Novitke.

Roll Call: Mayor Novitke
Council Members: Bryant, Granger, Koester, McConaghy, McMullen, Shetler
Absent: None

Also Present: Hon. Theodore Metry
City Administrator Smith
City Attorney Don Berschback
Treasurer/Comptroller Behrens
City Clerk Hathaway
Director of Public Services Schulte
Court Clerk Miro

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

Motion by Granger, seconded by Shetler, 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: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Hearing no objections the Chair took Item 8A out of order, **Contract: Michigan Indigent Defense Commission (MIDC) Grant**. Judge Theodore Metry provided an overview regarding the Grant Agreement and recommended Council's approval.

Motion by McConaghy, seconded by Bryant, regarding **Contract: Michigan Indigent Defense Commission (MIDC) Grant**, that the City Council approve MIDC Grant Agreement and allow the Court Clerk to execute the contract as modified.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by Bryant, seconded by Shetler, that the following minutes be approved as submitted:

1. City Council Minutes dated December 17, 2018;
2. Special City Council Minutes dated December 26, 2018.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by Bryant, seconded by Shetler, that the following minutes be approved as submitted:

1. Committee-of-the-Whole minutes dated December 10, 2018.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by Bryant, seconded by Shetler, regarding **Application for Permit/License – Vendor/Solicitor/Peddler**, that the City Council approve the application of Brian Benson, Budget Blinds of Grosse Pointe, for a 2019 Permit/License to Solicit.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by Bryant, seconded by Shetler, regarding **Conference: Michigan Association of Municipal Clerks – Master Academy**, that the City Council approve City Clerk Hathaway's attendance at the MAMC Master Academy being held Tuesday, March, 19, 2019, through Thursday, March 21, 2019, at a cost not to exceed \$1,000.00, funds to be taken from the Clerk's Training and Seminars Account No. 101-215-958.001, and, and to reimburse for any personal expenses incurred upon presentation and verification by the Finance Committee of an itemized Expense Report.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by Granger, seconded by Shetler, regarding **Purchase: Ridgid 200' SeeSnake Camera**, that the City Council approve the purchase of one Ridgid 200' SeeSnake Mini Push Camera in a total amount of \$10,375.00, funds to be taken from Water/Sewer Minor Equipment Account No. 592-537-970.000 and to approve a budget amendment from the Water/Sewer Fund Balance Account No. 592-000-697.000 in the amount of \$1,375.00 into the Water/Sewer Minor Equipment Account No. 592-537-970.000.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by McConaghy, seconded by Koester, regarding **Resolution: Deficit Elimination Plan**, that the City Council approve the budget amendment transferring \$89,830.00 from Prior Year Reserve Account No. 101-000-699.000 into Solid Waste Fund Account No. 226-000-067.101, due from General Fund, to adopt the proposed resolutions, and authorize the City Clerk to certify and forward the resolutions and proofs of the revised budget to the State of Michigan – Department of Treasury.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by McMullen, seconded by Shetler, regarding **Plumbing and Mechanical Inspections**, that the City Council approve the following invoice:

1. McKenna Invoice No. 21849-6 12/17/18 - \$1,500.00; Acct. No. 101-180-818.000.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by Shetler, seconded by Koester, regarding **Assessing Services**, that the City Council approve the following invoice:

1. WCA Assessing Invoice No. 121818 12/18/18 - \$5,786.16; Acct. No. 101-224-818.000.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by Koester, seconded by McConaghy, regarding **Marina Pedestal Improvements**, that the City Council approve the following invoice:

1. J. Ranck Electric, Inc. Pay Application No. 3 12/27/18 - \$39,488.40; Acct. No. 594-785-977.200.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by Granger, seconded by Shetler, regarding **City Engineers – Anderson, Eckstein & Westrick**, that the City Council approve the following invoices:

1. Invoice No. 0119875 11/27/18 - \$1,200.00; Acct No. 420-951-974.201;
2. Invoice No. 0120150 12/10/18 - \$968.20:
 - a) Acct. No. 592-537-818.000 – \$669.50;
 - b) Acct. No. 101-444-818.000 - \$298.70.
3. Invoice No. 0120151 12/10/18 - \$1,114.50; Acct. No. 592-537-975.004;
4. Invoice No. 0120152 12/10/18 - \$545.35; Acct. No. 101-000-285.530;
5. Invoice No. 0120153 12/10/18 - \$1,664.98; Acct. No. 594-785-974.201;
6. Invoice No. 0120155 12/10/18 - \$42,692.65; Acct. No. 592-537-978.300;
7. Invoice No. 0120156 12/10/18 - \$494.40; Acct. No. 592-537-818.000;
8. Invoice No. 0120157 12/10/18 - \$17,634.75:
 - a) Acct. No. 203-451-977.803 - \$12,344.33;
 - b) Acct. No. 592-537-975.401 - \$5,290.42.
9. Invoice No. 0120433 12/10/18 - \$2,417.90; Acct. No. 592-537-977.000;
10. Invoice No. 0120430 12/19/18 - \$51.50; Acct. No. 592-537-818.000;
11. Invoice No. 0120427 12/19/18 - \$403.10; Acct. No. 585-561-979.000;
12. Invoice No. 0120450 12/19/18 - \$1,462.60:
 - a) Acct. No. 592-537-818.000 - \$999.10;
 - b) Acct. No. 101-441-818.000 - \$463.50.
13. Invoice No. 0120425 12/19/18 – \$986.75; Acct. No. 101-000-285.300;
14. Invoice No. 0120451 12/19/18 - \$2,537.05; Acct. No. 592-537-975.004;
15. Invoice No. 0120428 12/19/18 - \$34,171.15; Acct. No. 592-537-977.410;
16. Invoice No. 0120429 12/19/18 - \$449.25:
 - a) Acct. No. 202-451-974.201 - \$76.37;
 - b) Acct. No. 203-451-974.201 - \$166.22;
 - c) Acct. No. 592-537-975.401 - \$206.66.
17. Invoice No. 0120431 12/19/18 - \$13,364.60:
 - a) Acct. No. 203-451-977.803 - \$9,355.22;
 - b) Acct. No. 592-537-975.401 - \$4,009.38.

18. Invoice No. 0120453 12/19/18 - \$23,4000.00; Acct. No. 202-451-974.803;
19. Invoice No. 0120218 12/17/18 - \$1,200.00; Acct. No. 420-451-974.201.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by McConaghy, seconded by Koester, regarding **City Attorneys**, that the City Council approve the following invoices:

1. Don R. Berschback 12/31/18 - \$3,357.50:
 - a. Acct. No. 101-210-801.000 - \$2,720.00;
 - b. Acct. No. 101-210-801.100 - \$637.50.
2. Charles T. Berschback 12/31/18 - \$4,350.00:
 - a. Acct. No. 101-210-801.000 - \$2,925.00;
 - b. Acct. No. 101-210-801.100 - \$1,312.50;
 - c. Acct. No. 101-210-801.301 - \$112.50.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

No one wished to be heard under Public Comment.

Motion by Bryant, seconded by McConaghy, that the Council recess the regularly scheduled Council meeting at 7:25 p.m. and convene in Closed Executive Session for the purpose of discussing pending litigation: Gerald Genna vs City of Grosse Pointe Woods at which time the City Council may or may not reconvene in regular session to address additional items as necessary, in accordance with the Open Meetings Act 1976 PA 267.

Motion carried by the following ROLL CALL vote:

Shetler	Yes
Bryant	Yes
Granger	Yes
Koester	Yes
McConaghy	Yes
McMullen	Yes
Novitke	Yes

The City Council reconvened in regular session at 7:54 p.m.

Hearing no objections, the following items were heard under New Business:

- Stacy Belisle, Attorney - McGraw Morris, was now in attendance and provided an overview regarding **Gerald Genna vs the City of Grosse Pointe Woods**. She discussed the proposed Settlement Agreement and recommended its approval of Council. The City Attorney also recommended approval of the Agreement.

Motion by Bryant, seconded by Granger, regarding a Settlement Agreement: Gerald Genna vs the City of Grosse Pointe Woods, that the City Council approve the Settlement Agreement regarding Gerald Genna vs the City of Grosse Pointe Woods, authorize the City Administrator to sign the Agreement, and authorize payment of necessary City funds to implement the agreement.

Motion carried by the following vote:

Yes:	Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No:	None
Absent:	None

- The Treasurer/Comptroller discussed the State's recent denial of the City's 2017/18 Corrective Action Plan for the City's **Retiree Health Care Plan**. She informed the City Council that the State is requiring a plan from the City to be 40% funded within 30 years. She said the Actuary can perform a study that will identify an annual contribution to the Retiree Health Care Plan for a recommendation to be provided to the Retiree Health Care Board, and that a response is due to the state

within sixty days. The Actuary, Sandy Rodwan, has agreed to perform the 30-year study to calculate a proposed contribution at a cost of \$1,800.00 prior to the February Pension Board Meeting, funds to be taken from the Finance Department's budget.

Motion by Granger, seconded by Shetler, regarding the Retiree Health Care Plan, that the City Council approve the employment of Sandy Rodwan at a cost not to exceed \$1,800.00 for purposes of preparing an actuarial study in accordance with the Retiree Health Care Act known as P.A. 202.

Under discussion, the Treasurer/Comptroller stated the City's Pension Attorney, Mr. VanOverbeke, recommends employing the services of Ms. Rodwan to prepare the study. The City Attorney also concurred.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by Bryant, seconded by Granger, to adjourn tonight's meeting at 8:07 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor

7B

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, JANUARY 14, 2019, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Novitke
Council Members Bryant, Granger, Koester, McConaghy, McMullen, Shetler

ABSENT: None

ALSO PRESENT: City Administrator Smith
City Attorney Chip Berschback
Treasurer/Comptroller Behrens
Deputy City Clerk Antolin
Deputy Treasurer/Comptroller Murphy

Also in attendance were Bill Brickey and Josh Yde, Plante Moran.

Mayor Novitke called the meeting to order at 7:00 p.m.

Motion by Bryant, seconded by Shetler, 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: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Discussion ensued regarding **Plante Moran – Audit Report**. Mr. Brickey provided an overview of the audits and opinion letters for the City and Municipal Court. He stated this will be the 45th year receiving the Excellence in Financial Reporting Award from the Government Finance Officers Association.

Discussion further ensued regarding Mr. Brickey's opinion letter. It was stated that the report was more descriptive than previous years. Although the Pension Plan will be discussed with the Finance Committee, the Mayor requested some additional input from the auditors.

Discussion ensued regarding upcoming accounting standards requiring preparation:

1. GASB Statement No. 83 – Asset Retirement Obligations;
2. GASB Statement No. 84 – Fiduciary Activities;
3. GASB Statement No. 87 – Leases.

Mr. Brickey proceeded with an overview on the highlights contained within the audit report.

The Mayor requested the Treasurer/Comptroller to place the review of actuarial assumptions on the next Pension Board Agenda.

Discussion ensued regarding Other Post Employment Benefits (OPEB) Liability and the use of Bonds to pay off liabilities.

The following corrections and clarifications were made to the report:

1. Due to sponsors, the City continues the Music on the Lawn and Fall Fest events.
2. The improvements to University Liggett added value to the community, but not monetary value as tax exempt.
3. The City manages the Court. The Municipal Court Actuarial Report should be submitted to City Council and City Administration. The City Administrator was requested to address the material weakness identified.

Mr. Brickey stated that the City of Grosse Pointe Woods has solid numbers and is considered top tier with financial health in the state.

New Business:

- Treasurer/Comptroller Behrens provided an overview of her handout entitled, "General Fund Balance Analysis updated 01/07/2019".
- Discussion ensued regarding the selling of "Skip" the dog from the Dogs Unleashed Program. There were interested parties willing to purchase the dog. Council Member McMullen offered to buy Skip and donate him to the library.

Motion by Bryant, seconded by Koester, that the meeting of the Committee-of-the-Whole be adjourned at 8:24 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Paul P. Antolin
Deputy City Clerk

Robert E. Novitke
Mayor

Approved by Commission 7C
01/22/19
PLANNING COMMISSION
11-27-18 – 19

MINUTES OF THE REGULAR MEETING OF THE PLANNING COMMISSION OF THE CITY OF GROSSE POINTE WOODS HELD ON NOVEMBER 27, 2018, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:36 p.m. by Chair Hamborsky.

Roll Call: Chair Hamborsky
Planning Commissioners: Fuller, Gilezan, Ketels, Profeta, Vaughn, Vitale

Absent: Rozycki

Also Present: Building Inspector Tutag
Deputy City Clerk Antolin

The Planning Commission, Administration and the audience Pledged Allegiance to the Flag.

Motion by Vaughn, seconded by Gilezan, to excuse Commission Member Rozycki from tonight's meeting.

Motion carried by the following vote:

YES: Fuller, Gilezan, Hamborsky, Ketels, Profeta, Vaughn, Vitale
NO: None
ABSENT: Rozycki

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

Motion carried by the following vote:

YES: Fuller, Gilezan, Hamborsky, Ketels, Profeta, Vaughn, Vitale
NO: None
ABSENT: Rozycki

The Chair recognized Council Representative Granger who was in attendance.

Motion by Gilezan, seconded by Vaughn, regarding **Approval of Minutes**, that the Regular Planning Commission Minutes of October 23, 2018, be approved as submitted.

Motion carried by the following vote:

YES: Fuller, Gilezan, Hamborsky, Ketels, Profeta, Vaughn, Vitale
NO: None
ABSENT: Rozycki

The next item on the agenda was **Site Plan Review: Southpointe Vintage, 19517 Mack Avenue.**

The Building Official provided an overview of his memo dated November 14, 2018, and recommended approval of this request.

The following individual was heard on behalf of the petitioner:

Edward J. Russell III
Russell Development Company

Discussion ensued regarding the site plan review for **Southpointe Vintage, 19517 Mack Avenue.**

Motion by Vitale, seconded by Ketels, regarding site plan review: **Southpointe Vintage, 19517 Mack Avenue.**, to approve the site plan as presented.

Motion by Vitale, seconded by Ketels, that the previous motion be amended by adding, "and to include the North and South connections to the existing building be reviewed by the Building Official."

Motion by Vitale, seconded by Ketels, that the previous motion be amended by adding, ", and to also include the Building Official's review and approval of the lighting and landscaping improvements in front of the building."

Motion carried by the following vote:

YES: Fuller, Gilezan, Hamborsky, Ketels, Profeta, Vaughn, Vitale
NO: None
ABSENT: Rozycki

The next item was to **Schedule a Public Hearing: Michigan Regulation and Taxation of Marijuana Act (MRTMA).**

Discussion ensued regarding the purpose, procedures, and scheduling of the Public Hearing for a zoning ordinance amendment prohibiting marijuana facilities. The Building Official was asked to include the attachments from the City Attorney's letter dated

November 20, 2018, into the December's meeting packet. The attachments to be included are as follows:

1. The "Resolution for land use moratorium regarding recreational marijuana establishments."
2. The draft ordinance amendment to Sec. 50-186 – "Prohibited Uses-Marijuana Establishments", to prohibit marijuana establishments under the Michigan Regulation and Taxation of Marijuana Act (MRTMA).

Motion by Profeta, seconded by Vaughn, regarding scheduling a Public Hearing for a zoning amendment with regard to Michigan Regulation and Taxation of Marijuana Act (MRTMA), that a Public Hearing be scheduled for January 22, 2019 at 7:00 p.m.

Motion carried by the following vote:

YES: Fuller, Gilezan, Hamborsky, Ketels, Profeta, Vaughn, Vitale
NO: None
ABSENT: Rozycki

The next item was the **Building Official's Monthly Report for October of 2018**, and the following items were presented:

1. Building Official is pleased with amount of construction throughout the city.
2. Many residents and businesses are renovating.
3. Beyond Juicery and Eatery has inspections scheduled prior to the holidays.
4. Jersey Mike's has permits ready to move forward for renovations.
5. There have been preliminary meetings with Montana Properties.
6. Demolition at Hawthorne and Marter has finally taken place.

Commissioners Fuller and Gilezan reported on the October and November 2018 Council Meetings, respectively.

The Chair stated he is the Planning Commission Representative scheduled to attend Council Meetings for the month of December.

Under New Business, the following items were discussed:

- **2020 Plan-** There is lots of activity from the subcommittees. The Chair will be presenting the 2020 Plan to the Grosse Pointe Foundation on December 4, 2018. Planning Commission would like to stay engaged with City Council to facilitate progress with the 2020 Plan. There were suggestions of possibly presenting 2020 plan to business owners within the city.
- **Branding –** An update was given regarding the status of The Avenue in the Woods Business Association. The association will be attending the Committee-of-the-Whole Meeting on December 10, 2018. The Commission would like to maintain open communication with the association to keep the momentum of interest going.

There was a consensus to try to set up a meeting with the association in January 2019.

- **Crosswalk/Pocket Park** – The subcommittee met with the Building Official, Public Safety Director and a traffic consultant on November 6, 2018. Key points to the meeting were as follows:
 - Develop a pilot crosswalk.
 - Contact the City Engineer to create concept plan.
 - Meet with Wayne County Officials to discuss the plan.
 - Finalize concept plan and budget.
 - Develop presentation package.

Currently, the Commission is waiting on feedback from the consultant.

- **Streetscape** – The Chair and Commissioner Gilezan will meet to revisit the progress and goals of this subcommittee.

Under New Business the following was heard:

- Article regarding the Headlee Amendment;
- New Bicycle Law – Bicyclists must be at least 3' away from other cyclists.

Motion by Gilezan, seconded by Profeta, that the Planning Commission Meeting adjourn at 9:19 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Paul P. Antolin
Deputy City Clerk

*Approved by Commission
04/22/19*

PLANNING COMMISSION WORKSHOP
11-27-18

MINUTES OF THE PLANNING COMMISSION WORKSHOP MEETING HELD ON NOVEMBER 27, 2018, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 6:33 p.m. by Chair Hamborsky.

Roll Call: Chair Hamborsky
Planning Commissioners: Fuller, Gilezan, Ketels, Profeta, Vaughn, Vitale

Absent: Rozycki

Also Present: Building Official Tutag
Deputy City Clerk Antolin

Also in attendance was Donna O'Keefe representing The Avenue in the Woods Business Association.

Motion by Profeta, seconded by Vitale, that tonight's agenda be accepted as presented.

Motion carried by the following vote:

YES: Fuller, Gilezan, Hamborsky, Ketels, Profeta, Vaughn, Vitale
NO: None
ABSENT: Rozycki

Discussion ensued regarding rejuvenating the 2020 plan by moving projects along with reports and updates. The key topic of this meeting was to review the current ordinances and provide any changes or additions that may be beneficial to the city, residents, and business owners.

It was suggested that some of the changes can be implemented within the site plan approval process for new tenants. Here are some examples:

- Require extensive site plan improvements for landscaping;
- Tie right-of-way and streetscape improvements to business owners;
- Require façade improvements.

Discussion ensued regarding the Sign Ordinance. Uniformity creates a nice look with the streetscapes. It was recommended that the Planning Commission revisit this ordinance. Some topics included:

- Types of signs that should or should not be allowed. Blade signs, sandwich board (A-Frame) signs and neon signs are some examples;
- Types of awnings - striped awnings and barrel shaped awnings;
- Lack of graphics on signs.

The Planning Commission requested the Building Official to:

- Meet with the City Attorney to discuss policy and procedure to ordinance changes;
- Revisit old Planning Commission files;
- Produce a copy of the City of Birmingham's sign ordinance.

Discussion ensued regarding other ideas or concepts that would enhance the Mack Avenue experience. Some of these ideas included:

- Street directory;
- Walkability on Mack Avenue;
- Events on Mack Avenue;
- Holiday lights;
- Pre-paid or bagged parking meters.

Other topics of interests regarding ordinance changes were:

- Increase driveway allowance from 30% to 35%;
- Solar Ordinance for both commercial and residential properties.

Motion by Vaughn, seconded by Gilezan, that the Planning Commission Workshop be adjourned at 7:33 p.m. Passed unanimously.

Respectfully submitted,

Paul P. Antolin
Deputy City Clerk

Beautification Advisory Commission
Lake Room – GPW Community Center
20025 Mack Plaza Dr., Grosse Pointe Woods
Meeting – October 10, 2018 – 7:00 p.m.

RECEIVED

OCT 15 2018

CITY OF GROSSE POINTE WOODS

approved by
Commission 1-9-19
(AR)

Present: Casinelli, Hage, Hess, Hilton, Koester, McCarthy, Ragland, Sauter Spreder, Stephens, Stewart
Excused: Arslanian, Martin-Rahaim, Medura, Miller

Call to Order: The meeting was called to order by Chairperson, McCarthy at 7:04 p.m.

Minutes: The September 12, 2018 meeting minutes were distributed and reviewed.

Motion by Spreder, seconded by Ragland to approve the September 12, 2018 minutes as presented.

Motion carried by the following vote:

Yes: Casinelli, Hage, Hess, Hilton, Koester, McCarthy, Ragland, Sauter Spreder, Stephens, Stewart

No: none

Excused: Arslanian, Martin-Rahaim, Medura, Miller

Treasurer's Report: Hilton presented treasurers report.

Motion by Stephens, seconded by Hess to approve the treasurers report as presented.

Motion carried by the following vote:

Yes: Casinelli, Hage, Hess, Hilton, Koester, McCarthy, Ragland, Sauter Spreder, Stephens, Stewart

No: none

Excused: Arslanian, Martin-Rahaim, Medura, Miller

Chairperson's Report: no report

Awards Program: Stephens and Spreder provided update on Awards Night. Cocktails: 6:30 pm,
Dinner: 7:00 pm, Volunteers arrive 6:00 pm. Volunteer sign-up sheet for Awards Night circulated.

Flower Sale: no report

Council Report: Casinelli presented October 10, 2018 City Council report.

Old Business: none

New Business: none

Motion by Casinelli, seconded by Stephens, to adjourn the Beautification Advisory Commission meeting at 7:35 p.m.

Motion carried by the following vote:

Yes: Casinelli, Hage, Hess, Hilton, Koester, McCarthy, Ragland, Sauter Spreder, Stephens, Stewart

No: none

Excused: Arslanian, Martin-Rahaim, Medura, Miller

Respectfully submitted,

Rachelle Koester

ZE

Citizen's Recreation Commission Meeting Minutes
Meeting of the Citizen's Recreation Commission held on December 11, 2018 at
Grosse Pointe Woods, Michigan

CALLED TO ORDER: 7:03

RECEIVED

PRESENT:

Angela Brown
Gib Heim
Barb Janutol
Tom Jerger
Mark Miller
Sarah Seger
Amanda York

ABSENT:

Tony Rennpage
Christina Ventimiglia

DEC 12 2018

CITY OF GROSSE POINTE WOODS

approved by
Commission on
1-8-19 (AP)

ALSO PRESENT:

Nicole Gerhart, Mike Koester and Margaret Potter

Correction to the Minutes: Under Old Business it should say all information regarding the Fishing Derby should be in by March for the city newsletter.

Motion to accept the minutes, as corrected, from November, 2018 by Mark Miller and seconded by Gib Heim

Yes: Brown, Heim, Janutol, Jerger, Miller, Seger, and York.

No: None

Absent: Rennpage and Ventimiglia

SUPERVISOR'S REPORT:

The Polar Express is sold out.

The power pedestals are up and running at the Marina. Next to be completed by the boating season are the new water lines.

COUNCIL MEETING REPORT:

Council reappointed Mark Miller and Tony Rennpage to the Citizen's Recreation Commission. Requested funding for the Winter Fest 2019 was approved.

OLD BUSINESS:

There is one more position on the Recreation Commission to be filled since Christine Ventimiglia has resigned her commission seat effective January, 2019.

NEW BUSINESS:

The 2019 Winterfest is scheduled for January 26th.

The tent has been ordered.

We need to book one more food truck. Amanda is the Commission liaison for this part of the Winterfest.

The Enchanted Princesses have agreed to stay until 3:00. Their time frame is a short program at 12:30 and then meet and greet until 3:00. Angela Brown is the Commission liaison for this group.

The petting zoo is scheduled from 11:00 until 3:00. Mark Miller is the Commission liaison for this activity.

Tom Jerger will be the liaison for the School House tours.

Angela will contact the Photo Booth folks and book their time.

Barb Janutol will take care of signage needed for that day along with ordering the banner.

Members began discussion of placement in the park for these activities. This will be finalized at the January meeting.

ADJOURNMENT:

Motion was made to adjourn the meeting by Mark Miller and seconded by Tom Jerger

Yes: Brown, Heim, Janutol, Jerger, Miller, Seger and York.

No: None

Absent: Rennpage and Ventimiglia

Meeting Adjourned at 8:20 pm.

Respectfully submitted by: Barb Janutol, for Secretary Christina Ventimiglia.

City of Grosse Pointe Woods Historical Commission Minutes
20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236
Conference Room at City Hall
November 8, 2018

RECEIVED

NOV 13 2018

CITY OF GROSSE POINTE WOODS

1. Call to Order

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

approved 12-13-18
by commission

2. Roll Call

Present: George Bailey, Mary Kaye Ferry, Shirley Hartert, Del Harkenrider, Suzanne Kent, Lynne Millies, Sean Murphy, Giles Wilborn

Excused: Becky Veitengruber, Jim Motschall

Unexcused: Frank Romano

Also Present: Council Representative George McMullen, Jr.

3. Approval of Agenda

Motion by Bailey, seconded by Ferry, to approve the agenda as presented. Ayes: all.

4. Approval of Minutes:

Motion by Ferry, seconded by Kent to approve the corrected minutes (add Del Harkenrider as present) of October 11, 2018. Ayes: all.

5. Items:

A. Report of Treasurer

Bailey reported the balance of the commission \$1732.00 and the balance of Cook Schoolhouse \$5124.11, with \$100.00 individual and \$30.00 Cook School Open House donations added.

B. Cook School

A Saturday Open House was held on Saturday, October 13, hosted by Hartert, Millies and Ferry. There were 18 visitors and \$28.00 was collected. The dehumidifier will be disconnected until spring.

C. Commission Files

Wilborn will assess the files to determine how we should proceed to organize them.

6. Old Business:

A. By-Laws

Murphy submitted a hi-lited copy of the old and new by-laws, (attached to these minutes), to be submitted to City Council and considered by council for approval.

B. Winterfest:

McMullen, Jr. reported that plans for January 26, 2019 Winterfest at Ghesquiere Park are being discussed. The city will determine how Cook School will be used during the event.

B. New Business:

A. Cook School Open House

Dates for 2019 are as follows: June 8, 12:00-2:00, July 20, 12:00-2:00, September 14, 12:00-2:00 and October 12, 12:00-2:00.

B. Commission Policies

Bailey presented a list of commission policies for members to review and to be discussed at December meeting.

8. Public and Commissioner Comments:

A. Council Representative McMullen, Jr. updated the Commission on city matters.

9. Adjournment:

The meeting was adjourned at 9:00 pm. by Chair Lynne Millies.

Respectfully submitted by Mary Kaye Ferry for Becky Veitengruber, Secretary

6. Old Business

C. By-Laws: Murphy discussed a need for revision of the commission's by-laws.

- A. Chair, a member of the Commission in good standing
- B. Vice Chair, a member of the Commission in good standing
- C. Secretary, a member of the Commission in good standing
- D. Treasurer, a member of the Commission in good standing

Motion by Murphy, seconded by Bailey, to accept the revision of by-laws with a change in Article III A., B., C., and D. to now read:

ARTICLE III. OFFICERS AND DUTIES

The officers of the Grosse Pointe Woods Historical Commission shall be:

Ayes: all (8), nays: 0, absent: 2. Motion carried.

Motion by Murphy, seconded by Veitengruber, to modify Article III 7. to now read:

7. Non-residents may be appointed to serve on the commission.

Ayes: all (8), nays: 0, absent: 2. Motion carried.

Motion by Millies, seconded by Harkenrider, to amend the first motion by Murphy, for by-laws Article III to read that 2 of the 4 officers of the commission need to be residents of Grosse Pointe Woods.

Ayes: 2, nays: 5, abstain: 1, absent: 2. Motion did not carry.

Draft

NEW

BY-LAWS of the
HISTORICAL COMMISSION
Of the

CITY OF GROSSE POINTE WOODS

Adopted: May, 1980 Revised: December, 2004; April, 2018

ARTICLE I. PURPOSE

The purpose of the Grosse Pointe Woods Historical Commission shall be to acquire, maintain, develop, codify, disperse and make available to the citizens of Grosse Pointe Woods the history of the development and growth of the community so that the citizens of the city may better understand and appreciate their community.

ARTICLE II. MEMBERSHIP

The Commission shall consist of eleven (11) members serving staggered three-year terms, appointed by the Mayor of Grosse Pointe Woods. If a vacancy occurs, the Commission, by a two thirds vote can recommend a candidate to the Mayor and City Council. The Commission, by a two-thirds vote may recommend removal of a member for cause. Removal of members from the Commission shall be made by the Mayor and City Council.

ARTICLE III. OFFICERS AND DUTIES

The officers of the Grosse Pointe Woods Historical Commission shall be:

- A. Chair, a member of the Commission in good standing
- B. Vice Chair, a member of the Commission in good standing
- C. Secretary, a member of the Commission in good standing
- D. Treasurer, a member of the Commission in good standing

1. The Chair will preside at all regular and special meetings.
2. The Vice-Chair shall preside at all meetings in the absence of the Chair and shall assume all responsibilities of the Chair in the Chair's absence or inability to act.
3. The Secretary shall record pertinent information at each meeting. Copies of the minutes shall be forwarded to the City Clerk no later than one (1) week before the next meeting.
4. The Treasurer shall maintain a record for all funds received and disbursed by check from the city when the Treasurer makes a request. The Treasurer shall duly account to the Commission at the meetings and the city when requested.
5. The officers shall be elected by a majority of the membership present. Terms of office shall be for one (1) year. Such election shall occur at the first regular meeting of each year.

over →

6. Nominations shall be made by the membership from the floor for each elected position. A member, at this time, may accept or decline the nomination. Voting shall then take place after the nominations.
7. Non-residents may be appointed to serve on the Commission.

ARTICLE IV: MEETINGS

The Grosse Pointe Woods Historical Commission shall hold regular meetings on the second Thursday of each month.

- A. Special meetings shall be held, as special business or circumstances occur.
- B. The Chair shall notify all members by mail of the time and date of all regular and special meetings at least 48 hours prior to such meetings.
- C. A majority of the members shall constitute a quorum for the transaction of business and a plurality of those present shall be deemed a majority.
- D. It shall be the duty of the Chair to provide an agenda for each meeting. Such agenda to consist of:
 1. Call to Order
 2. Roll Call
 3. Approval of Minutes
 4. Report of Officers
 5. Unfinished Business
 6. New Business
 7. Comments
 8. Adjournment
- E. All matters appearing on the agenda must be submitted in writing to the Chair at least ten (10) days prior to the meeting. All matters requiring a vote must first be read in the form of a motion, seconded and discussed.
- F. A one (1) vote plurality will be considered adequate for passage of a motion unless otherwise specified herein.

BY-LAWS of the
HISTORICAL COMMISSION
of the
CITY OF GROSSE POINTE WOODS
Adopted: May, 1980 Revised: December, 2004



ARTICLE I. PURPOSE

The purpose of the Grosse Pointe Woods Historical Commission shall be to acquire, maintain, develop, codify, disperse and make available to the citizens of Grosse Pointe Woods the history of the development and growth of the community so that the citizens of the city may better understand and appreciate their community.

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- A. Chair, a resident of Grosse Pointe Woods
- B. Vice Chair, a resident of Grosse Pointe Woods
- C. Secretary, a resident of Grosse Pointe Woods
- D. Treasurer, a resident of Grosse Pointe Woods

1. The Chair will preside at all regular and special meetings.
2. The Vice-Chair shall preside at all meetings in the absence of the Chair and shall assume all responsibilities of the Chair in the Chair's absence or inability to act.
3. The Secretary shall record pertinent information at each meeting. Copies of the minutes shall be forwarded to the City Administrator and City Clerk no later than one (1) week before the next meeting.
4. The Treasurer shall maintain a record for all funds received and disbursed by check from the city when the Treasurer makes a request. The Treasurer shall duly account to the Commission at the meetings and the city when requested.

5. The officers shall be elected by a majority of the membership present. Terms of office shall be for one (1) year. Such election to be held at the first regular meeting of each year.
6. Nominations shall be made by the membership from the floor for each elected position. A member, at this time, may accept or decline nomination. Voting shall then take place after the nominations.
7. Non-residents may be appointed to serve on the Commission, but shall not be eligible to hold office.

ARTICLE IV. MEETINGS

The Grosse Pointe Woods Historical Commission shall hold regular meetings on the second Thursday of each month.

- A. Special meetings shall be held, as special business or circumstances occur.
- B. The Chair shall notify all members by mail of the time and date of all regular and special meetings at least 48 hours prior to such meetings.
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 - 5. Unfinished Business
 - 6. New Business
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 - 8. Adjournment
- E. All matters appearing on the agenda must be submitted in writing to the Chair at least ten (10) days prior to the meeting. All matters requiring a vote must first be read in the form of a motion, seconded and discussed.
- F. A one (1) vote plurality will be considered adequate for passage of a motion unless otherwise specified herein.

City of Grosse Pointe Woods Historical Commission Minutes
20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236
Conference Room at City Hall
December 13, 2018

RECEIVED

JAN 18 2019

CITY OF GROSSE POINTE WOODS

approved by
Commission
1-10-19

1. Call to Order

The regular meeting of the Grosse Pointe Woods Historical Commission was called to order at 7:30 pm by Chair Lynne Millies.

2. Roll Call

Present: George Bailey, Mary Kaye Ferry, Shirley Hartert, Del Harkenrider, Suzanne Kent, Lynne Millies, Jim Motschall, Sean Murphy, Giles Wilborn. (Correct to add Frank Romano)

Excused: Becky Veitengruber

Also Present: Council Representative George McMullen, Jr.

3. Approval of Agenda

Motion by Motschall, seconded by Kent, to approve the agenda as presented. Ayes: all.

4. Approval of Minutes:

Motion by Bailey, seconded by Motschall, to approve the minutes of November 8, 2018. Ayes: all.

5. Items:

A. Report of Treasurer

Bailey reported the balance of the commission \$1732.00 and the balance of Cook Schoolhouse \$5124.11.

B. Cook School

The school is nicely decorated with lights for Polar Express. Winterfest will be held January 26, 11:00am—3:00 pm. at Ghesquiere Park. Cook School may be included in the festivities.

C. Commission Files

Wilborn reported that he took time familiarizing himself with the files. He brought items the Commission might consider as samples of what might to be kept or discarded. Ferry shared an email from John Parthum, indicating that he had spent four hours working on the files. The Grosse Pointe Historical Society may be contacted in the future for possible help with the files.

6. Old Business:

A. Commission Policies

The Commission discussed policies that Bailey compiled. They will be considered again after the members have reviewed them further.

7. New Business:

A. Annual Report

Kent will prepare the Annual Report for the January meeting.

B. Desk and Chair Donations.

Bailey is working to contact donor.

C. Update

The Commission has nothing to submit for this issue.

D. Election of Officers

Officers for year 2019-2019 (Correct to 2019-2020) will take place at the January meeting.

8. Public and Commissioner Comments:

A. Council Representative McMullen, Jr. updated the Commission on city matters.

9. Adjournment:

The meeting was adjourned at 8:50 pm. by Chair Lynne Millies. The Commission then enjoyed refreshments.

Respectfully submitted by Mary Kaye Ferry for Becky Veitengruber, Secretary

RECEIVED

SEP 13 2018

CITY OF GROSSE POINTE WOODS

Senior Citizens' Commission

September 8, 2018

MINUTES OF THE REGULAR SENIOR CITIZENS' COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON SATURDAY, SEPTEMBER 8, 2018 IN THE SWIMMING FACILITY BATHHOUSE AT LAKE FRONT PARK, 23000 EAST JEFFERSON, ST. CLAIR SHORES, MI 48080.

76
approved by Commission
11-26-18
AR

CALL TO ORDER: Mark Strek, Chairperson called the meeting to order at 2:00 pm

ROLL CALL:

Commission Members: Bryant, Beeby, Motschall, Strek, Uhlig-Johnstone, Witt

Absent: Bryant, Isett, O'Hara, Thorton, Wehrmann

APPROVAL OF MINUTES:

Motioned by Motschall, seconded by Witt, to approve the minutes for the Senior Citizens' Commission meeting held on July 17, 2018. Said motion passed unanimously.

CHAIRPERSON REPORT:

Strek thanked the commission members for their assistance at the Annual Senior Picnic. Overall, it was a successful event. Strek indicated that next year, the Commission will confirm order from National Coney Island to ensure the order includes a side dish, such as potato salad. Confirmation of items invoiced from National Coney Island will be reviewed under Old Business on the agenda for the November 20, 2018 meeting to confirm that the commission was not invoiced for a side dish.

Streak mentioned that due to the Woods Aglow Event, the Senior Commission meeting on November 20, 2018 will be held at Sunrise of Grosse Pointe Woods, 21260 Mack Avenue, Grosse Pointe Woods.

COUNCIL REPRESENTATIVE REPORT:

Bryant reported a recount on the Public Safety Mileage took place on Friday, September 7, 2018 and failed by 13 votes.

COMMUNITY REPRESENTATIVE REPORT:

Uhlig-Johnstone provided an update from the Grosse Pointe Woods Senior Coordinator, Kathleen Norris:

- **Lunch & A Movie:** August movie, "The Greatest Showman" was sold out. The "Darkest Hour" is scheduled for the September movie and "Eastside Sushi, and "The Book Club" will both be shown in October. The movies are filling as expected.
- **Crafty Afternoon:** The August craft class was sold out with 10 women making beads out of ribbon. Drink Umbrella Wreaths is scheduled for September. Spooky Mason Jars is scheduled for October. Most classes are getting filled.
- **Monthly Senior Trips:** On September 7th a group of 24 went to Frankenmuth. The October trip to Dakota Inn is almost filled and the November trip to Somerset Mall is filling as expected.
- The Senior Picnic sold out at 65 people. There was 11 on the wait list.
- **Senior Holiday Social 2018:** Since last Tuesday, reservations are being taken for the Senior Holiday Social on December 7, 2018. Already 79 people signed up. The Social will be held at Assumption Cultural Center, so there is no limit to the number of participants.

TREASURER'S REPORT:

Uhlig-Johnstone provided an update from Wehrmann. The balance of the Carry-Forward Budget as of August 31, 2018 is \$6,371.47. The Balance of the Council Approved General Fund as of June 30, 2018 is \$3,235.00.

SOC REPORT:

Uhlig-Johnstone reported SOC's Annual Gala will be held at the Grosse Pointe War Memorial on Thursday, October 11, 2018 at the Grosse Pointe Yacht Club. SOC is currently taking reservations for Flu Shots on Wednesday, October 17, 2018 and Friday, October 26, 2018.

NEW BUSINESS:

No report.

OLD BUSINESS:

Senior Expo: Strek reported that the Grosse Pointe Woods Senior Commission tablecloth is missing. Discussion determined that Bryant will check with Kathleen Norris and City Hall regarding missing tablecloth. If table cloth cannot be located in time for Senior Expo, Bryant will check if a tablecloth is available to borrow from the City. Strek requested available commission members to attend the Senior Expo event on Thursday, October 11, 2018 to assist at the Senior Commission table to hand out information. Discussion determined to provide the following information to seniors at Senior Expo: Grosse Pointe Woods Commission brochure, flyers from Kathleen Norris, and the Grosse Pointe Update.

Brochure Subcommittee: Strek reported Isett and Witt will meet on Tuesday, September 11, 2018 to discuss and create a brochure for the Grosse Pointe Woods Senior Commission. Witt requested ideas from members on information for brochures. Strek suggested a list of important numbers that seniors may find beneficial be listed on the brochure.

Vacancies: Strek reported there remains two vacancies and only two perspective members. Strek suggested to table the vote to obtain a few diverse applicants. Bryant suggested on inviting perspective members to the next meeting for the commission to meet. Strek will contact perspective members.

ADJOURNMENT:

Motion made by Beeby, seconded by Uhlig-Johnstone, that the meeting adjourn at 2:32 pm. Said motion passed unanimously.

Respectfully submitted,
Heidi Uhlig-Johnstone
SOC Representative

Senior Citizens' Commission
November 20, 2018

MINUTES OF THE REGULAR SENIOR CITIZENS' COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON TUESDAY, NOVEMBER 20, 2018 IN THE ACTIVITIES ROOM AT SUNRISE OF GROSSE POINTE WOODS, 21260 MACK AVENUE, GROSSE POINTE WOODS, MI 48236

CALL TO ORDER: Mark Strek, Chairperson called the meeting to order at 7:07pm

ROLL CALL:

Commission Members: Beeby, Motschall, Strek, Wehrmann, Witt
Absent: Uhlig-Johnstone, Isett, Bryant, O'Hara, Thorton

RECEIVED

JAN 11 2019

APPROVAL OF MINUTES:

CITY OF GROSSE PTE. WOODS

Motion by Motschall, seconded by Wehrmann, to approve the minutes for the Senior Citizens' Commission meeting held on September 8, 2018. Said motion passed unanimously.

*approved by
Commission
1-15-19
AR*

CHAIRPERSON REPORT:

Strek reported that there is still 2 vacancies on the GPW Senior Citizens Commission.

Strek thanked the commission members who staffed the booth at the Senior Expo. He also reported that the table cloth was found and used at the expo.

Strek mentioned that Services for Older Citizens (SOC) has been renamed to The Helm at the Boll Life Center.

COUNCIL REPRESENTATIVE REPORT:

No report.

COMMUNITY REPRESENTATIVE REPORT:

Wehrmann provided an update from the Grosse Pointe Woods Senior Coordinator, Kathleen Norris:

- **Lunch & A Movie:** November movie, "The Book Club" is sold out with a wait list of 16. "Mama Mia 2" is scheduled for January and is 2/3's full. February's movie will be "RBG".
- **Crafty Afternoon:** The November craft class is Painted Wine Glasses. Kathy Norris will be teaching a flower painting class in January. A class on Nest of Pearls Pendant will be in February. Most classes get filled
- **Monthly Senior Trips:** 18 residents signed up for a trip to Somerset Mall in November. The January trip to the DSO to hear Rat Pack Music with lunch at the Community Center is full. A trip is scheduled to Greentown Casino in February.
- **Senior Holiday Social 2018:** 163 people have signed up for this event at the Assumption Cultural Center on 12/7. Last year we had to stop taking reservations at 118 due to the limited space at the Community Center. A photo booth has been added to this year's event.

TREASURER'S REPORT:

Wehrmann reported a balance of the Carry-Forward Budget as of August 31, 2018 is \$6,391.47. The balance of the Council Approved General Fund as of August 31, 2018 is \$3235.00

THE HELM AT THE BOLL LIFE CENTER REPORT:

No report

NEW BUSINESS:

Senior Holiday Social 2018: Will take place on December 7, 1:00-4:00pm at the Assumption Cultural Center.

Motion by Wehrmann, seconded by Witt, to pay the expense for desserts at the Senior Holiday Social and to purchase five \$10 gift cards to be used at this event.

Strek reported that 4 Senior Commission Council members (Beeby, Motschall, Thorton, Uhlig-Johnstone) terms are up and need to be approved by the Mayor.

Motion by Strek, seconded by Witt, to submit the 4 current Senior Commission Council member names up for renewal to Mayor for consideration and approval.

OLD BUSINESS

- A. Commission vacancies: Strek stated there are still 2 vacancies on the Senior Citizens' Commission.
- B. Brochure Subcommittee: Isett and Witt will continue to work on this brochure and bring to the committee for discussion when finished.

ADJOURNMENT:

Motion made by Strek, seconded by Motschall, that the meeting adjourn at 7:38pm. Said motion passed unanimously.

Respectfully submitted,
Sharon Beeby
Community Interest Group

MINUTES OF THE LOCAL OFFICERS COMPENSATION COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON WEDNESDAY, JANUARY 23, 2019, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Chair Curis
Members McAlpine, Ulrich

ABSENT: Kent, Reed

ALSO PRESENT: Council Member McMullen
City Clerk Hathaway

The meeting was called to order by the Chair at 7:03 p.m.

Motion by Ulrich, seconded by McAlpine, that members Kent and Reed be excused from tonight's meeting.

Motion carried by the following vote:

YES: Curis, McAlpine, Ulrich

NO: None

ABSENT: Kent, Reed

Motion by Ulrich, seconded by McAlpine, 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: Curis, McAlpine, Ulrich

NO: None

ABSENT: Kent, Reed

Motion by Ulrich, seconded by McAlpine, to nominate Commission Member Curis to serve as Chair.

Commission Member Curis accepted the nomination.

Motion carried by the following vote:

YES: Curis, McAlpine, Ulrich

NO: None

ABSENT: Kent, Reed

The first item discussed was the compensation of Municipal Court Judge Ted Metry.

Motion by Ulrich, seconded by McAlpine, regarding **Municipal Judge Metry**, that the compensation of the Judge remain the same, \$30,000 per year.

Motion carried by the following vote:

YES: Curis, McAlpine, Ulrich

NO: None

ABSENT: Kent, Reed

Discussion ensued regarding Mayor and Council's compensation. The Mayor's last increase was in 2001 when it went from \$4,000.00 to \$6,000.00, and the City Council has been paid \$3,750.00 since 2006.

Council Representative McMullen stated the Mayor and Council attend two meetings per month, while the other cities hold one meeting per month. Discussion ensued regarding whether any of Council forego their earnings. Council Representative McMullen stated no and that some donate to charities. He recommended compensation remain the same.

Motion by Ulrich, seconded by McAlpine, regarding the **Mayor's compensation**, that the Mayor's compensation remain the same, at \$6,000.00.

Motion carried by the following vote:

YES: Curis, McAlpine, Ulrich

NO: None

ABSENT: Kent, Reed

Motion by Ulrich, seconded by McAlpine, regarding **City Council's compensation**, that Council's compensation to remain the same, at \$3,750.00.

Motion carried by the following vote:

YES: Curis, McAlpine, Ulrich

NO: None

ABSENT: Kent, Reed

Motion by McAlpine, seconded by Curis, that tonight's meeting minutes be given immediate certification.

Motion carried by the following vote:

YES: Curis, McAlpine, Ulrich

NO: None

ABSENT: Kent, Reed

LOCAL OFFICERS COMPENSATION COMMISSION

01/23/19

Motion by McAlpine, seconded by Ulrich, that tonight's meeting be adjourned at 7:12 p.m.

Motion carried by the following vote:

YES: Curis, McAlpine, Ulrich

NO: None

ABSENT: Kent, Reed

Respectfully submitted,

Lisa Kay Hathaway
City Clerk



CITY OF GROSSE POINTE WOODS

Building Department
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
313.343.2426 / building@gpwmi.us

FENCE PERMIT FEE (includes 1 open post hole/s inspection) - \$50
REINSPECTION FEE - \$50

RECEIVED
NOV 15 2018
CITY OF GROSSE PTE. WOODS
BUILDING DEPT

Application For Fence (Zoning Compliance Permit)
In Compliance With Article IX – Fences (Recent Ord Chg #879 eff 10/25/18)

PROVIDE: 1) Mortgage survey/site plan with highlighted area where fence is to be placed;
and, 2) Brochure/picture of proposed fence to be installed.

Fence Placement Address: 20155 Morningside Drive, GPW, MI 48236
Owner's Name: Samuel A. Randa Owner's Address: same
Owner's Phone #: 313-477-7278 Owner's e-mail: JRfruitveg@aol.com
Contractor: King's Construction Phone: (586) 405-6644
Address: 17025 25 Mile Rd e-mail: _____
Matomb MI 48042
Height of Fence: 10' Ft Length of Fence: see location (all rear)
Style of Fence: vinyl solid
Material of Fence: _____ Wood _____ Metal X Vinyl
Location of Fence back side and rear perimeter (replaced)

thomas R. Sidor 20155 Morningside Dr 11-15-18
Neighbor Signature Address Date

ANTOINETTE BELO 590 LAKE SHORE LN 11/15/18
Neighbor Signature Address Date

Anthony Venditti 621 S. OXFORD 11-15-18
Neighbor Signature Address Date

[Signature] 11-15-18
Owner/Agent Signature Date

By affixing my signature hereto, I certify that I am the owner or acting as the owner's agent, and I understand the regulations pertaining to the erection of a fence as described in Ordinance Sections #8-274 thru 8-284. The City of Grosse Pointe Woods does not guarantee the accuracy of the property lines as described herein, the accurate location of all property lines is the responsibility of the owner or owner agent.

Office Use Only

Approved _____ Denied X
GT 11/27/18
Building Inspector's Signature Date

10-18-18

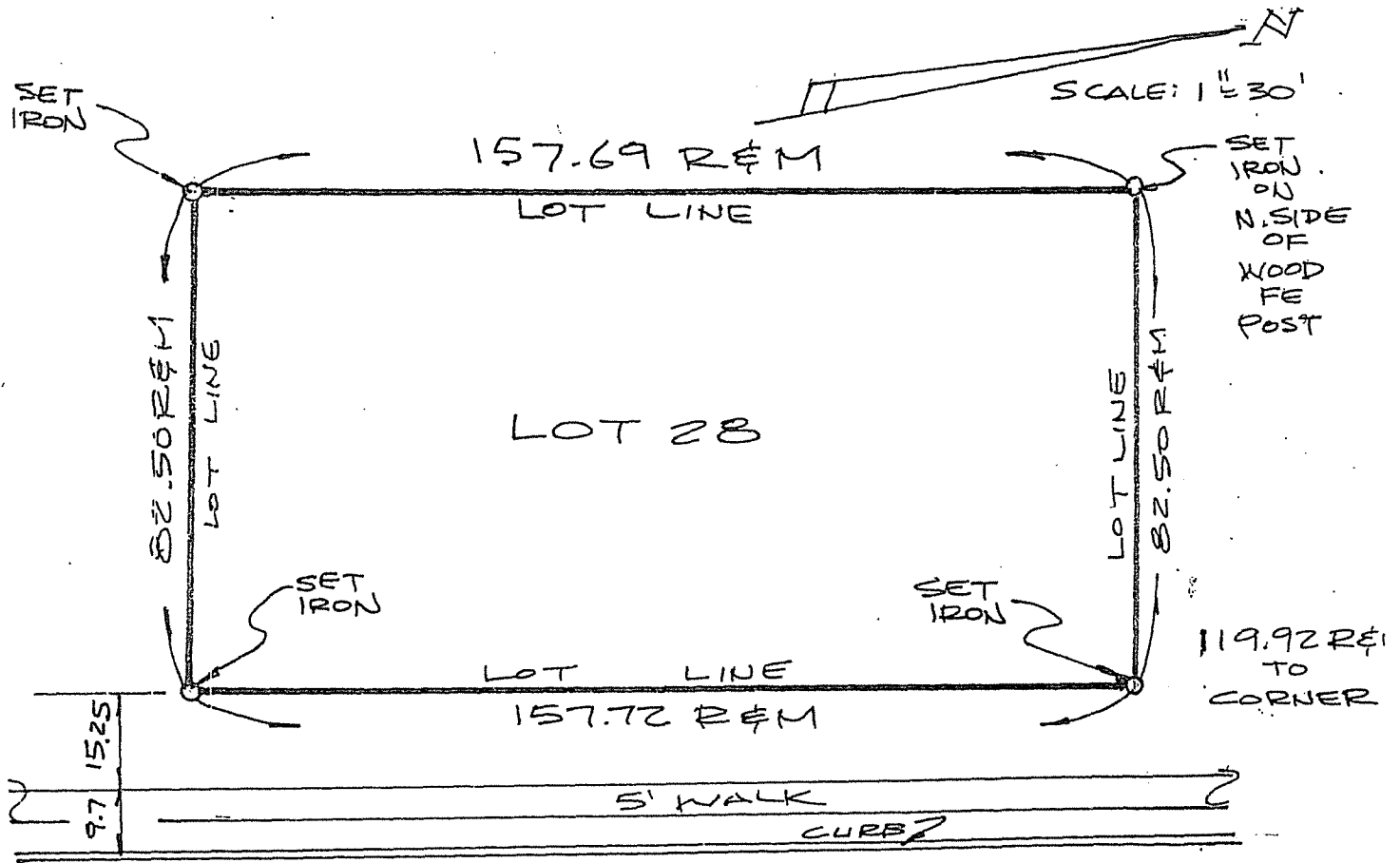
8-279(1) - solid vinyl fence

RECEIVED

NOV 16 2018

CITY OF GROSSE PTE. WOODS
BUILDING DEPT

CERTIFICATE OF SURVEY



MORNINGSIDE 75' WD.

DATE: 5-12-83

SURVEY NO: 83021

ADDRESS: 20155 MORNINGSIDE
G. P. W.

LEGAL DESCRIPTION: LOT #28; "ASSESSOR'S GROSSE POINTE WOODS
PLAT NO.2" Sub'n of part of P.C. 631 Village of Grosse Pointe Woods
Wayne County Michigan. Rec'd. L. 70 P. 10 Plats W.C.R.

WE HEREBY CERTIFY THAT WE
HAVE SURVEYED THE PROPERTY
DESCRIBED ABOVE AND THAT THE
CERTIFICATE HEREON REPRESENTS

RECEIVED

NOV 16 2018

CITY OF GROSSE PTE. WOODS
BUILDING DEPT

Back of yard

84 inch

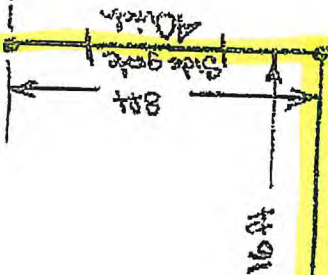
2 gates ① 46 1/2 inch gate.
① 40 inch gate

90 ft

27 ft

MORNING Side

Garage floor
connect to road



Garage floor standard





CITY OF GROSSE POINTE WOODS

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

December 4, 2018

Anthony Urbani, Esq.
42500 Hayes Suite 100
Clinton Township, MI 48038
Fax: 586-649-7883

SUBJECT: 20155 Morningside, Grosse Pointe Woods MI 48236

Dear Mr. Urbani,

The attached fence application received November 15, 2018 for 20155 Morningside has been denied. Per Grosse Pointe Woods City Ordinance Sec. 8-279(1) – Solid fences are not permitted.

GENE TUTAG
BUILDING OFFICIAL

Atts:
20155 Morningside Fence App.

URBANI & MARSHALL, P.C.

ATTORNEYS AND COUNSELORS AT LAW
42500 HAYES, SUITE 100
CLINTON TOWNSHIP, MICHIGAN 48038

FACSIMILE (586) 649-7883
TELEPHONE (586) 649-7712

GAETON URBANI
(1906 - 1988)

ANTHONY URBANI, II
ELAINE E. MARSHALL
ANNMARIE R. THURSAM

RECEIVED
DEC 18 2018
CITY OF GROSSE PTE. WOODS
BUILDING DEPT

OF COUNSEL
MARK J. C. TORRICE

December 14, 2018

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

RE: 6-Foot Fence at 20155 Morningside Dr., GPW, MI 48236
Letter of Appeal

To whom it may concern:

I represent Mr. and Mrs. Samuel A. Randazzo who reside at 20155 Morningside Drive, Grosse Pointe Woods, MI 48236.

The Randazzos have had a 6-foot rear and side yard solid wood stockade fence erected on their property for over 30 years. In fact, the original wood fence also needed to be replaced approximately 12 years ago because of decay and unsightliness. A new solid stockade fence of the same wood material and 6-foot in height was installed in the same location.

Unfortunately, the wood material has once again decayed throughout the years causing the wood to rot and decay. This fence had not only become an eye sore and unable to be repaired, but was also in an unsafe and hazardous condition.

The Randazzos were able to recently erect another solid 6-foot replacement fence. The new vinyl material requires little to no maintenance, is more appealing, safer and has a much greater life expectancy. It should be noted that there is a jacuzzi located in the back yard and the desired privacy has been accomplished with a solid fence. Additionally, the Randazzos have from time to time had pets that run free in the back yard.

Unfortunately, at the time of the installation, my clients and the installer were unaware that a permit would now be required to replace the existing fence. Accordingly, the Randazzos have now applied for a permit from the city of Grosse Pointe Woods.

Said permit was denied because the fence is not in compliance with Ordinance 8-297(1), which provides "All fences shall be constructed of open lattice work of metal, wood, vinyl or of woven wire in such a manner so that there shall be a minimum of two-inch openings throughout 50 percent of the length or height of the fence."

The contiguous neighbors have agreed to the installment of this fence and confirmed, in writing, that the appearance has been greatly improved and are hopeful that the City will make a favorable decision to allow the existing replacement to remain.

I am submitting this appeal hoping that it will be granted based on the above-mentioned facts and circumstances, and to avoid a decision that will result in the undue hardship of dismantling and replacing the improved 6-foot vinyl fence on my client's property, only to replace it with a less appealing, less private and less secure open type fence that they never had for over 30 years.

Very truly yours,




Anthony Urbani, II

AUII/tcg

cc: Mr. & Mrs. Samuel Randazzo

CITY OF GROSSE POINTE WOODS
BUILDING DEPARTMENT
MEMORANDUM

DATE: January 17, 2019
TO: Mayor & City Council
FROM: Gene Tutag, Building Official 
SUBJECT: 20155 Morningside, Fence Variance

RECEIVED
JAN 22 2019
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

This all started on June 16, 2017 when a new 6' high vinyl fence was installed in the west rear (90 feet), north side (84 feet) and front yard (27 feet) of this property without required permit or approvals from the City. An application was subsequently filed and could not be issued as the fence is in violation of Sections 8-279(1), 8-281 and 8-282(1) of the City's fence ordinance. A permit for the section of fence installed along Morningside can and will be issued.

The property owner appealed the denial and the above matter was before the city council for a variance on August 21, 2017 and was denied.

The applicant tried to find a solution to bring the fence into compliance but was unable to.

A ticket was issued on February 23, 2018 for the offending fence. The matter was finally brought to conclusion on October 17, 2018 with the defendant pleading responsible and paying a \$200.00 fine. Apparently an agreement to seek a new variance was part of the case as the fence ordinance had changed since the issuance of the ticket in February of 2018.

The petitioner submitted a new application for the fence on November 15, 2018 which was subsequently denied as the fence was and still is in violation of Section 8-279(1) which requires 50% of the fence to be open with a minimum of 2" openings, as the subject fence is a solid vinyl fence. The application does have the consent of the adjoining property owners that would allow the fence height to be 6' high per Section 8-284 of the City Code (effective 10/25/18).

An exception to the fence code requires a public hearing and approval from the City Council. The City Council may consider any or all of the following, along with other information when deciding a variance:

- (a) Balancing the relative hardships between the property owner and adjacent property owners.
- (b) Whether special circumstances or conditions exist.
- (c) Whether pedestrian or vehicle traffic will be affected.
- (d) The general health, safety and welfare of the neighborhood.

The applicant's Attorney has provided correspondence dated December 14, 2018 outlining why the fence was installed; however, none of the above criteria was addressed that would justify the grant of the variances.

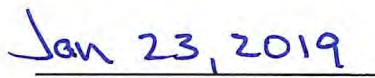
After review of the application and inspection of the property, it is recommended that a variance of Section 8-279(1) not be granted allowing for the 6' solid vinyl fence along the rear and side yards as shown on the attached plans to remain on the property. The plight of the owner is self-created as the fence was installed without permit or approval of the City. There are no special circumstances, relative hardship or conditions that exist that would justify the grant of his variance.

Attachments:

Action Table – 20155 Morningside
Register of Actions – Case #1823896
Fence Ordinance (12/19/16) & New Section #879 (Eff. 10/25/18)
6-16-17 Code Enforcement
07/28/17 – Fence Application/Cert of Survey/Site Plan
08/04/17 – Letter (Mr. Urbani)
08/10-17 – Memo w/10 photos - Tutag
12/14/17 – e-mail from Urbani to Tutag
02/23/18 – Bldg Dept Ltr to Mr. Urbani
02/23/18 – Ticket #253896
10/26/18 – e-mail from Bldg Dept to Mr. Urbani
11/15/18 – New Fence Application/Cert of Survey/Site Plan
11/21/18 – e-mail from Bldg Dept to C. Berschback
12/04/18 – Bldg Dept Fax Ltr to Mr. Urbani r
12/14/18 – Letter (Mr. Urbani)

APPROVED BY:


BRUCE SMITH


DATE

In reference to 20155 Morningside Drive, below is a summary of court and code enforcement actions:

DATE:	COURT ACTION	ENFORCEMENT ACTION
6/16/17		Notice left for new fence installation- 6' vinyl fence being installed, no permit. CEO left notice.
2/23/18	Ticket issued- Fence Height Court Date	
3/2/18	Removed from calendar	
3/28/18	Pre-trial held	
4/18/18	Scheduled formal hearing	
4/18/18	Removed from calendar	
5/3/18	Scheduled for pre-trial	
5/8/18	Removed from calendar	
5/9/18	Pre-trial held – Attorney's to set hearing time	
5/10/18	Default judgement generated	
5/11/18	Scheduled for pre-trial	
5/24/18	Disposition removed	
6/28/18	Default judgement generated	
6/29/18	Scheduled for pre-trial & motion hearing	
7/18/18	Final pre-trial scheduled for motion hearing	
8/29/18	Pre-trial held for scheduled trial	
8/30/18	Motion to appear generated	
10/17/18	Pre-trial held admitted responsibility - \$200.00 fine	

STATE OF MICHIGAN 32F JUDICIAL DISTRICT ORI820275J PIN: 18-061	REGISTER OF ACTIONS	CASE NO: 18253896 D01 ON X-REFERENCE #: 18-061 STATUS: CLSD 10/17/18
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JUDGE OF RECORD: METRY, THEODORE A., P-47087

JUDGE: METRY, THEODORE A., P-47087

CITY OF GROSSE PTE WOODS v

RANDAZZO/SAMUEL/A
20155 MORNINGSIDE
GP WOODS MI 48236

CTN:

TCN:

SID:

ENTRY DATE: 02/26/18

OFFENSE DATE: 02/23/18

VEHICLE TYPE:

VPN:

DOB: SEX: RACE:

DLN:

CDL:

VEH YR: VEH MAKE:

VIN:

PAPER PLATE:

DEFENSE ATTORNEY ADDRESS

BAR NO.

URBANI, ANTHONY, II

P-35049

42500 HAYES RD

Telephone No.

STE 100

CLINTON TOWNSHIP MI 48038

(586) 649-7712

OFFICER: TUTAG/GENE/BLDG INSPECTOR

DEPT: GROSSE PTE WOODS DEPT OF

PROSECUTOR: BERSCHBACK, CHARLES

P-35554

VICTIM/DESC:

VENUE: CITY OF GROSSE PTE WOODS

COUNT 1 C/M/F: C 50-23

ORD#50-23

BUILDING PERMIT REQUIRED; APPROVAL

REDUCED FROM

COUNT 1 C/M/F: C 8-281

ORD#8-281

FENCE HEIGHT REQUIREMENTS

ARRAIGNMENT DATE:

PLEA: ADMIT RESPON

PLEA DATE: 10/17/18

FINDINGS: JDGMNT RNDRD DISPOSITION DATE: 10/17/18

SENTENCING DATE: 10/17/18

FINE	COST	ST.COST	CON	MISC.	REST	TOT FINE	TOT DUE
190.00	0.00	10.00	0.00	0.00	0.00	200.00	0.00

JAIL SENTENCE:

PROBATION:

VEH IMMOB START DATE:

NUMBER OF DAYS:

VEH FORFEITURE:

DATE	ACTIONS, JUDGMENTS, CASE NOTES	INITIALS
02/23/18		
1	ORIGINAL CHARGE FENCE HEIGHT	BCM
	SCHEDULED FOR INFORMAL HEARING	
	032818 830A METRY, THEODORE A., P-47087	BCM
02/26/18		
	FILING DATE 022618	BCM
03/02/18		
	VIOLATION BUREAU ACTION ALL COUNTS	BCM
	JDG METRY, THEODORE A., P-47087	BCM
	PROS BERSCHBACK, CHARLES P-35554	BCM
	ATT URBANI, ANTHONY, II P-35049	BCM
	SCHEDULED FOR PRE-TRIAL 032818 830A METRY, THEODORE A., P-47087	BCM
	NOTICE TO APPEAR GENERATED	
	ALL COUNTS	BCM
	VIOLATION BUREAU ACTION ALL COUNTS	BCM
	REMOVED FROM CALENDAR 032818 830A METRY, THEODORE A., P-47087	BCM
	VIOLATION BUREAU ACTION ALL COUNTS	BCM

DATE	ACTIONS, JUDGMENTS, CASE NOTES				INITIALS
	REMOVED FROM CALENDAR	032818 830A	METRY, THEODORE A.,	P-47087	BCM
	VIOLATION BUREAU ACTION	ALL COUNTS			BCM
	SCHEDULED FOR PRE-TRIAL	032818 830A	METRY, THEODORE A.,	P-47087	BCM
	NOTICE TO APPEAR GENERATED				
	ALL COUNTS				BCM
03/28/18					
	PRE-TRIAL HELD	ALL COUNTS			JMD
	SCHEDULED FOR PRE-TRIAL	041818 830A	METRY, THEODORE A.,	P-47087	JMD
	NOTICE TO APPEAR GENERATED				
	ALL COUNTS				JMD
04/18/18					
	VIOLATION BUREAU ACTION	ALL COUNTS			SLT
	JDG METRY, THEODORE A.,			P-47087	SLT
	SCHEDULED FOR HEARING	050918 1000A	METRY, THEODORE A.,	P-47087	SLT
	NOTICE TO APPEAR GENERATED				
	ALL COUNTS				SLT
	INFORMAL HEARING HELD	ALL COUNTS			SLT
	PROS BERSCHBACK, CHARLES			P-35554	SLT
	SCHEDULED FOR FORMAL HEARING				
		050918 1000A	METRY, THEODORE A.,	P-47087	SLT
	NOTICE TO APPEAR GENERATED				
	ALL COUNTS				SLT
	VIOLATION BUREAU ACTION	ALL COUNTS			SLT
	REMOVED FROM CALENDAR	050918 1000A	METRY, THEODORE A.,	P-47087	SLT
	NOTICE TO APPEAR GENERATED				
	ALL COUNTS				SLT
05/03/18					
1	VIOLATION BUREAU ACTION	FENCE HEIGHT			BCM
	REMOVED FROM CALENDAR	050918 1000A	METRY, THEODORE A.,	P-47087	BCM
1	VIOLATION BUREAU ACTION	FENCE HEIGHT			BCM
	SCHEDULED FOR PRE-TRIAL	050918 830A	METRY, THEODORE A.,	P-47087	BCM
1	NOTICE TO APPEAR GENERATED				
	FENCE HEIGHT				BCM
	VIOLATION BUREAU ACTION	FENCE HEIGHT			BCM
	REMOVED FROM CALENDAR	050918 830A	METRY, THEODORE A.,	P-47087	BCM
	SCHEDULED FOR PRE-TRIAL	050918 1000A	METRY, THEODORE A.,	P-47087	BCM
1	NOTICE TO APPEAR GENERATED				
	FENCE HEIGHT				BCM
05/08/18					
	VIOLATION BUREAU ACTION	ALL COUNTS			BCM
	REMOVED FROM CALENDAR	050918 1000A	METRY, THEODORE A.,	P-47087	BCM
	SCHEDULED FOR PRE-TRIAL	050918 830A	METRY, THEODORE A.,	P-47087	BCM
	NOTICE TO APPEAR GENERATED				
	ALL COUNTS				BCM
05/09/18					
	PRE-TRIAL HELD	ALL COUNTS			BCM
	ATTYS WILL SET TIME FOR HEARING				BCM
05/10/18					
1	DEFAULT JUDGMENT GENERATED				
	FENCE HEIGHT				
05/11/18					
1	VIOLATION BUREAU ACTION	FENCE HEIGHT			BCM
	SCHEDULED FOR PRE-TRIAL	062718 1000A	METRY, THEODORE A.,	P-47087	BCM

DATE	ACTIONS, JUDGMENTS, CASE NOTES				INITIALS
	SCHEDULED FOR MOTION HEARING				
	062718 1000A	METRY, THEODORE A.,	P-47087	BCM	
1	NOTICE TO APPEAR GENERATED				
	FENCE HEIGHT				BCM
05/24/18					
1	DISPOSITION REMOVED				BCM
06/28/18					
1	DEFAULT JUDGMENT GENERATED				
	FENCE HEIGHT				
06/29/18					
	VIOLATION BUREAU ACTION	ALL COUNTS			BCM
	SCHEDULED FOR PRE-TRIAL	071818 1000A	METRY, THEODORE A.,	P-47087	BCM
	SCHEDULED FOR MOTION HEARING				
	071818 1000A	METRY, THEODORE A.,	P-47087	BCM	
	NOTICE TO APPEAR GENERATED				
	ALL COUNTS				BCM
07/18/18					
1	VIOLATION BUREAU ACTION	FENCE HEIGHT			BCM
	FINAL PRETRIAL	082918 1000A	METRY, THEODORE A.,	P-47087	BCM
	SCHEDULED FOR MOTION HEARING				
	082918 1000A	METRY, THEODORE A.,	P-47087	BCM	
1	NOTICE TO APPEAR GENERATED				
	FENCE HEIGHT				BCM
08/29/18					
1	PRE-TRIAL HELD	FENCE HEIGHT			BCM
	SCHEDULED FOR TRIAL	101718 1000A	METRY, THEODORE A.,	P-47087	BCM
	DATE CERTAIN				BCM
1	VIOLATION BUREAU ACTION	FENCE HEIGHT			BCM
	MOTIONS MUST BE FILED AND HEARED BY 10/10				BCM
08/30/18					
1	NOTICE TO APPEAR GENERATED				
	FENCE HEIGHT				BCM
	VIOLATION BUREAU ACTION	FENCE HEIGHT			BCM
	ATT IHRIE, ROBERT D.,		P-26451	BCM	
	NOTICE TO APPEAR GENERATED				
	FENCE HEIGHT				BCM
	VIOLATION BUREAU ACTION	FENCE HEIGHT			BCM
	ATT URBANI, ANTHONY, II		P-35049	BCM	
10/17/18					
1	PRE-TRIAL HELD	FENCE HEIGHT			BCM
	JDG METRY, THEODORE A.,		P-47087	BCM	
	PREVIOUS DISPOSITION SET ASIDE/CASELOAD REOPENED				BCM
1	REDUCED CHARGE	BLDG PERMIT			BCM
	ADMIT RESPONSIBILITY				BCM
	JUDGMENT RENDERED				BCM
	SENTENCE				BCM
	STATE COSTS - NON-TRAFFIC CIVIL INFRACTION		\$ 200.00		BCM
	ORDINANCE FINE		\$ 10.00		BCM
	PAYMENT DUE	111618	\$ 190.00		BCM
	CIVIL INFRACTION JUDGMENT GENERATED				
	BLDG PERMIT				BCM
	MONETARY TRANSACTION				MER
	ADMIT RESPONSIBILITY				MER

NAME: RANDAZZO/SAMUEL/A

CASE NO: 18253896

PAGE 4

DATE	ACTIONS, JUDGMENTS, CASE NOTES	INITIALS
	PAYMENT	
	\$ 200.00	D147154 MER
1	CASH TENDERED	MER
	FUTURE CALENDAR DATE(S) REMOVED	MER
	CASE CLOSED	MER

- **ARTICLE IX. - FENCES**

- **Sec. 8-274. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adjacent property means a property having a common boundary line.

Fence means any structure erected or placed along or within four feet of the property line to act as a boundary marker or erected for the purpose of restricting access to or from a lot or parcel of land, whether enclosing all or a part of said lot or parcel in all zoning districts.

Front yard means that portion of the front yard established between the sidewalk and ten feet behind the front most main building line. If a sidewalk does not exist, the front yard shall mean that portion of the front yard established between the end of the city right-of-way and ten feet behind the front most main building line.

Ornamental tops means wood, vinyl or metal decorative caps placed on the tops of *fence* posts, corners, ends or gateposts.

Property grade line, for determining the height of a *fence* or landscaping used in place of fencing, means the level of the ground or pavement adjacent to the *fence* or landscaping.

Rear yard means that portion of the yard between the rearmost corner of the main building line and the rear property line.

Side yard means that portion of the yard between the residential home and side property line, beginning at ten feet back from the front most main building line to the rearmost corner of the main building line.

(Code 1997, § 10-321; Ord. No. 748, § 1, 6-19-2000; Ord. No. 865, 9-21-2015)

- **Sec. 8-275. - Compliance required.**

It shall be unlawful for the owner or occupant of premises to erect, place or install any *fence* in violation of the provisions of this article. No resident may plant or permit the planting of any shrubs, bushes or hedges that will be used as fences in a front yard in violation of the provisions of this article.

(Code 1997, § 10-322; Ord. No. 748, § 1, 6-19-2000; Ord. No. 865, 9-21-2015)

- **Sec. 8-276. - Permit.**

Before any *fence* shall be erected, placed or installed, a permit therefore shall be obtained from the building inspector, upon application in writing. Such application shall set forth a description of the *fence* proposed to be erected, placed or installed and the location thereof, together with such additional information as shall be required to evidence compliance with the provisions of this article. Upon the

No *fence* shall have barbed wire, razor wire, electrical current, concertina wire or other similar material.

(7)

The owner of any *fence* shall maintain their *fence* in accordance with the provisions of this Code.

(8)

All fences shall be maintained plumb and true with adequate support in a safe manner. The owner of a *fence* shall remove and/or repair a *fence* that is dangerous, dilapidated or otherwise in violation of this Code.

(9)

Any person who erects, builds and/or constructs any *fence* upon property which such person owns and/or leases shall be responsible for the repair, upkeep and maintenance of the *fence*.

(10)

Any person who owns property upon which a *fence* has been constructed by a previous owner shall be responsible for the care, upkeep and maintenance of the *fence*.

(11)

It shall be the responsibility of the person installing the *fence* to ensure such *fence* is placed on or within their own property line.

(Code 1997, § 10-326; Ord. No. 748, § 1, 6-19-2000; Ord. No. 865, 9-21-2015)

- **Sec. 8-280. - Front yard *fences*.**

Front yard *fences* shall have a minimum height of 24 inches and a maximum height of 30 inches from the property grade line. Front yard *fences* shall be placed a minimum of 18 inches from the sidewalk. If a sidewalk does not exist, front yard *fences* shall be placed a minimum of 18 inches from the edge of the established public right-of-way.

(Code 1997, § 10-327; Ord. No. 748, § 1, 6-19-2000; Ord. No. 865, 9-21-2015)

- **Sec. 8-281. - Rear yard *fences*.**

Rear yard *fences* shall be constructed to a maximum height of four feet from the property grade line.

(Code 1997, § 10-328; Ord. No. 748, § 1, 6-19-2000; Ord. No. 865, 9-21-2015)

- **Sec. 8-282. - Side yard *fences*.**

The following are requirements for side yard *fences*:

(1)

Side yard *fences* shall be constructed to a maximum height of four feet from the property grade line.

(2)

Side yard *fences* on the street side of corner lots may be constructed to a maximum height of six feet from the property grade line.

(3)

Side yard *fences* on corner lots shall be placed a minimum of 18 inches from the sidewalk. If a sidewalk does not exist, side yard *fences* shall be placed a minimum of 18 inches from the edge of the established public right-of-way.

(Code 1997, § 10-329; Ord. No. 748, § 1, 6-19-2000; Ord. No. 865, 9-21-2015)

ORDINANCE # 879

**ORDINANCE TO AMEND CHAPTER 8
BUILDINGS AND BUILDING REGULATIONS,
ARTICLE IX FENCES, SEC. 8-284 BY ADDING NEW SECTIONS
(1) AND (2) ALLOWING SIX FEET
FENCES IN THE REAR AND SIDE YARDS WITH THE
ADJACENT PROPERTY OWNER'S CONSENT**

THE CITY OF GROSSE POINTE WOODS ORDAINS:

Sec. 8-284. - Exceptions to this article.

(a) Exceptions. Notwithstanding anything to the contrary provided in this article, exceptions from the provisions of this article shall be made under the following circumstances:

- (1) Rear fences. Rear yard fences may be constructed to a maximum height of six feet from the property grade line with the adjacent property owners' consent. Consent from the adjacent property owners must be submitted to the building department in writing with the permit application. If a rear yard is directly parallel to a public street and not a residential lot, property owners are then the city, and consent from the city administrator is required.
- (2) Side yard fences. Side yard fences may be constructed to a maximum height of six feet from the property grade line with the adjacent property owners' consent. Consent from the adjacent property owners must be submitted to the building department in writing with the permit application. If a side yard is directly parallel to a public street and not a residential lot, property owners are then the city, and consent from the city administrator is required.
- (3) Solid fences. Notwithstanding the general requirements found in subsection 8-279(1), solid fences are permitted under the following circumstances:
 - a. For that portion of a fence that faces a street on a corner lot;
 - b. When a fence faces an alley.
- (4) Special circumstances. Applications meeting the requirements of this article and subsections (a)(1), (2) or (3) above do not require a public hearing, and shall be approved by the building inspector if the application otherwise meets the requirements of this chapter. All other exceptions from the provisions of this article require a public hearing and approval from the city council. The council may consider any or all of the following, along with other information:

BP - FenceEnforcement | E170292**Property Information**

010 05 0028 000

20155 MORNINGSIDE DR

Subdivision:

GROSSE POINTE WOODS MI, 48236

Lot:

Block:

Name Information

Owner: RANDAZZO SAMUEL A

Phone: (313) 605 3470

Occupant:

Phone:

Filer:

Phone:

Enforcement Information

Date Filed: 06/16/2017

Date Closed: 10/25/2018

Status: Letter sent

Complaint:

Notice left for new fence installation, 6' vinyl fence being installed, no permit.

Ticket issued for non-compliance, variance was denied. Ticket #253896 issued 3-23-18. Also, per CB instructions, a copy is being sent to the H.O.'s attorney.

Last Action Date:

Last Inspection: 10/25/2018

Last Action:



CITY OF GROSSE POINTE WOODS

Building Department
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
313.343.2426 / building@gpwwi.us

FENCE PERMIT FEE (includes 1 open post hole/s inspection) - \$50
REINSPECTION FEE - \$50

RECEIVED

JUL 28 2017

CITY OF GROSSE PTE. WOODS
BUILDING DEPT

Variance Date
8-21-17 Due 7
9-18-17 Due

Application For Fence
(Zoning Compliance Permit)

In Compliance With Article IX - Fences (Recent Ord Chg #871 eff 1/8/17)

PROVIDE: 1) Mortgage survey/site plan with highlighted area where fence is to be placed;
and, 2) Brochure/picture of proposed fence to be installed.

Fence Placement Address: 20155 MORNINGSIDE

Owner's Name: SAMUEL A RANDAZZO Owner's Address: SAME

Owner's Phone #: 313-477-7276 Owner's e-mail: JRFRUITVEG@AOL.COM

Contractor: KING'S CONSTRUCTION

Phone: (586) 405-6644

Address: 17025 25 MILE ROAD
MI 48042

e-mail: TKING6520@COMCAST.NET

Height of Fence: 6' FT Length of Fence: SEE LOCATION (ALL REAR)

Style of Fence: VINYL SOLID

Material of Fence: Wood Metal * Vinyl

Location of Fence BACK SIDE AND REAR PERIMETER (REPTICAN)

By affixing my signature hereto, I certify that I am the owner or acting as the owner's agent, and I understand the regulations pertaining to the erection of a fence as described in Ordinance Sections #8-274 thru 8-284. The City of Grosse Pointe Woods does not guarantee the accuracy of the property lines as described herein, the accurate location of all property lines is the responsibility of the owner or owner agent.

[Signature]
Signature of Owner or Agent ANTHONY LIBRARI II

7/28/17
Date

Office Use Only

Approved _____ Denied [initials]

Building Inspector's Signature

Date

01-08-17

GT has
H has
AIG

BACK OF YARD

20155 Morning Side

84 inch

RECEIVED

JUL 28 2017

CITY OF GROSSE PTE. WOODS
BUILDING DEPT

2 gates ① 46 1/2 inch gate
② 40 inch gate

27 ft

Morning Side

18.06

16 ft

House

Side gate
40 inch

8 ft

Garage Area
Back of House

N

Sam & Janet Randazzo

95 inch

46 1/2

Front gate

URBANI & MARSHALL, P.C.

ATTORNEYS AND COUNSELORS AT LAW
42500 HAYES, SUITE 100
CLINTON TOWNSHIP, MICHIGAN 48038

FACSIMILE (586) 649-7883
TELEPHONE (586) 649-7712

GAETON URBANI
(1906 - 1988)

OF COUNSEL
MARK J. C. TORRICE

ANTHONY URBANI, II
ELAINE E. MARSHALL
ANNMARIE R. THURSAM

August 4, 2017

RE: 6ft fence at 20155 Morningside Dr., GPW, MI 48236

To whom it may concern:

I represent Mr. and Mrs. Samuel A. Randazzo who reside at 20155 Morningside Drive, Grosse Pointe Woods, MI 48236.

The Randazzo's have had a 6ft rear and side yard wood stockade fence erected on their property for over the past 20 years. In fact, the original wood fence also needed to be replaced approximately 10 years ago because of decay and unsightliness. A new stockade fence of the same wood material and 6ft height was installed in the same location.

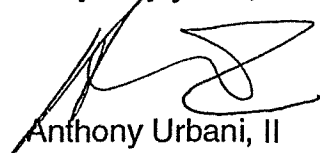
Unfortunately, the wood material has once again decayed throughout the years causing the wood to rot, which not only become an eye sore, but was also in an unsafe and hazardous condition.

Fortunately, the Randazzo's were able to recently erect a new 6ft vinyl fence requiring little to no maintenance, that was more appealing, safer and has a much greater life expectancy.

However, my clients have received a violation notice that said fence does not comply with the new city ordinance. I say a portion, because upon information and belief, a 6ft fence is permitted on their boundary line along Morningside under the new ordinance.

The contiguous neighbors have agreed to said fence and we are submitting the appeal hoping that it will be granted based on the abovementioned facts and circumstances and in avoidance of the undue hardship to dismantle and replace the improved 6ft vinyl fence on my client's property.

Very truly yours,



Anthony Urbani, II

AUII/ART
Enclosure(s)
cc: Mr. & Mrs. Samuel Randazzo

CITY OF GROSSE POINTE WOODS
BUILDING DEPARTMENT
MEMORANDUM

DATE: August 10, 2017
TO: Mayor & City Council
FROM: Gene Tutag, Building Official *GT.*
SUBJECT: 20155 Morningside, Fence Variance

V-8 2017

A new 6' high solid vinyl fence was installed in the west rear (90'), north side (84'), and front yard (27') of this property without the required permit or approvals from the City. An application was subsequently filed and cannot be issued as the fence is in violation of Sections 8-279(1), 8-281 and 8-282(1) of the City's fence ordinance. A permit for the section of fence installed along Morningside (east) can and will be issued.

The applicant's property is on an interior lot on the west side of Morningside.

An exception to the fence code requires a public hearing and approval from the City Council. The City Council may consider any or all of the following, along with other information when deciding a variance:

- (a) Balancing the relative hardships between the property owner and adjacent property owners;
- (b) Whether special circumstances or conditions exist;
- (c) Whether pedestrian or vehicle traffic will be affected;
- (d) The general health, safety and welfare of the neighborhood.

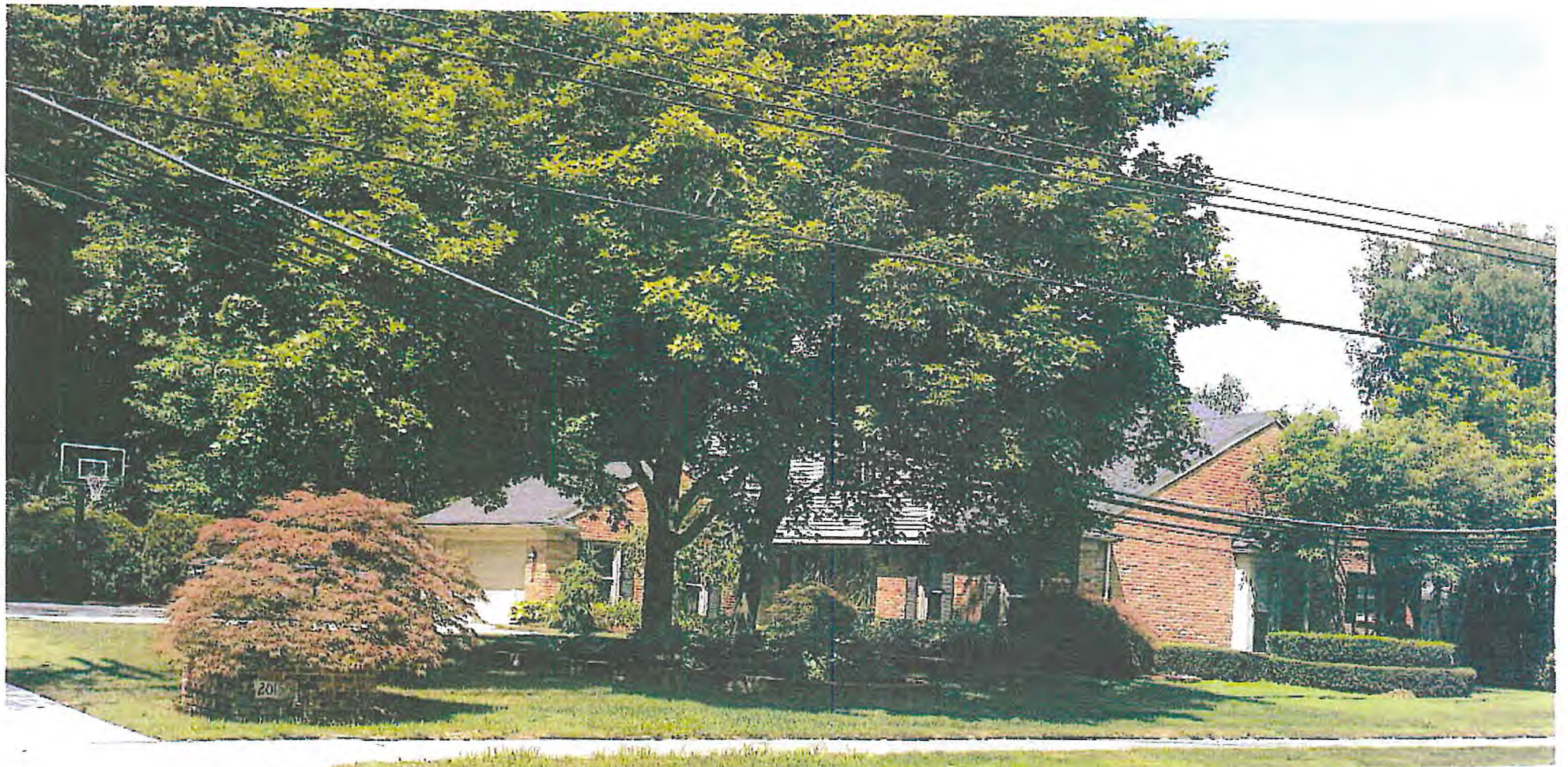
The applicant's attorney has provided correspondence outlining why the fence was installed; however, none of the above criteria was addressed that would justify the grant of the variances.

After review of the application and inspection of the property, it is recommended that a variance of Sections 8-279(1), 8-281 and 8-282(1) not be granted allowing for the installation of the proposed 6' solid vinyl fence along the rear and side yards as shown on the attached plans. The plight of the owner is self-created as the fence was installed without permit or approval of the City. There are no special circumstances, relative hardship, or conditions that exist that would justify the grant of his variance.

APPROVED BY:

BRUCE SMITH, City Administrator

DATE



20155 Morning side



DRIVE WEST FROM MORNINGSIDE

20155 Morningside



NORTH FENCE



NORTH FENCE



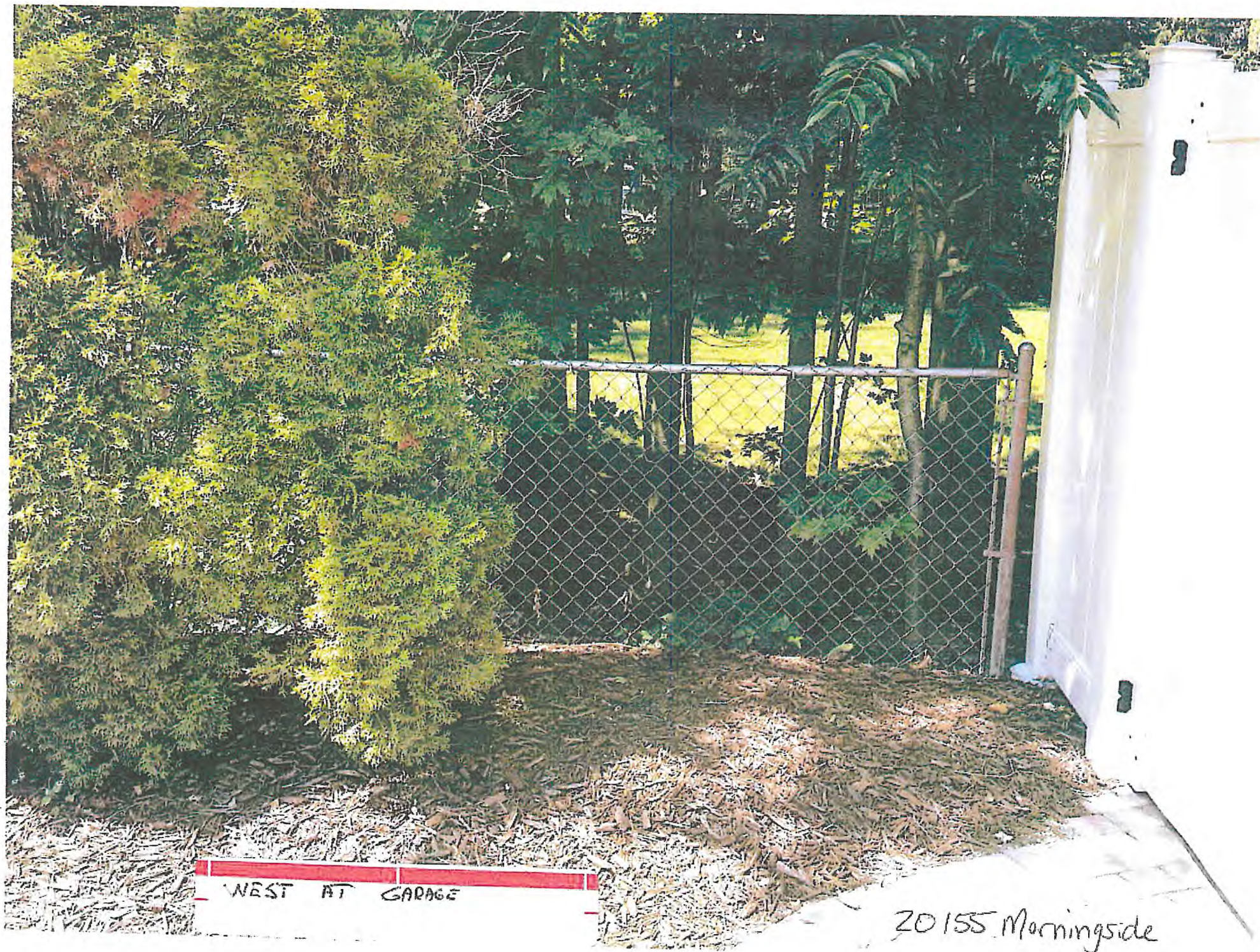


WEST FENCE

20015 Morningside



WEST FENCE FACING SOUTH



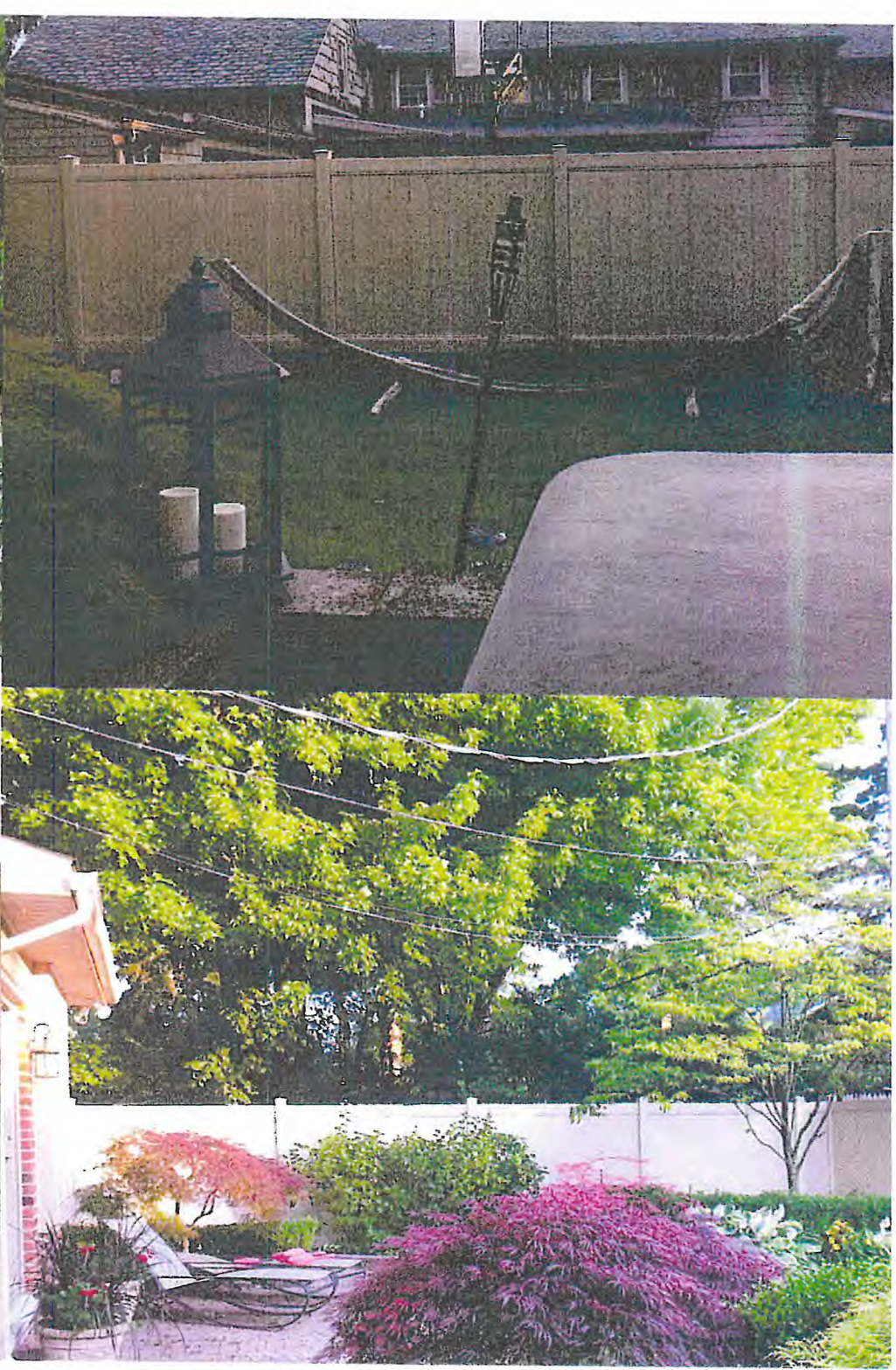
WEST AT GARAGE

20155 Morningside



20155 Morningside

EAST GATE



20155 Morning 5:26

Sue Stewart

From: Gene Tutag
Sent: Friday, December 15, 2017 6:15 AM
To: Sue Stewart; Charles Berschback
Subject: Fwd: Randazzo Fence Issue

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: auii00007@aol.com
Date: 12/14/17 4:33 PM (GMT-05:00) ←
To: Gene Tutag <GTutag@gpwmi.us>
Subject: Randazzo Fence Issue

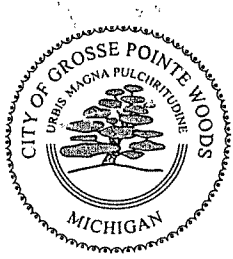
Dear Mr. Tutag,

This will confirm our earlier telephone conversation wherein we agreed to explore different options in hopes of reaching a possible settlement in this matter. Therefore, I would request at least a 90-day period prior to any further action in this regard.

I appreciated your continued cooperation in this matter.

Anthony Urbani, II
Urbani & Marshall, P.C.
42500 Hayes, Suite 100
Clinton Township, MI 48038
586-649-7712

CONFIDENTIALITY NOTICE: This email message and any attachments to it, is intended only for the individual or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. If you are the intended recipient, but do not wish to receive communication through this medium, please advise the sender immediately.



CITY OF GROSSE POINTE WOODS

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

February 23, 2018

Re: 20155 Morningdale

Urbani & Marshall, P.C.
ATTN: Mr. Anthony Urbani, II
42500 Hayes, Ste 100
Clinton Twsp., MI 48038

Dear Mr. Urbani:

At the request of our City Attorney, Charles Berschback, attached is your letter dated August 4, 2017 and new citation #253896 which is being sent to the homeowner today.

If you have any questions or comments, please contact Mr. Berschback

GENE TUTAG
Building Inspector
313.343.2426

Office Copy
 W/att's call to Court
 2-26-18 / dp

State of Michigan Uniform Law Citation Ticket No. **253896** ☐ Victim Involved

USDOT # **18-061** Incident No. _____ Dept. No. _____

The People of: ☐ the State of Michigan ☐ Township ☒ City ☐ Village ☐ County Local Use/Arrest No. _____ Detection Device _____

OF: **GROSSE POINTE WOODS** BAC _____

THE UNDERSIGNED SAYS THAT ON: _____ At approximately ☐ A.M. ☐ P.M. Date of Birth **2 23 18** Month **2** Day **23** Year **18**

State ☐ Oper./Chauff. ☐ CDL Driver License Number _____ SSN (last 4 digits) _____

Race _____ Sex _____ Height _____ Weight _____ Hair _____ Eyes _____ Occupation/Employer _____

Name (First, Middle, Last) **SAMUEL A RANDAZZO**

Street **20155 MORNINGSIDE**

City **GROSSE POINTE WOODS** State **MI** Zip Code **48236**

Vehicle Plate No. _____ Year _____ State _____ Vehicle Description (Year, Make, Color) _____ Veh. Type _____

THE PERSON NAMED ABOVE, in violation of ☐ Local Ordinance ☐ State Law ☐ Administrative Rule

UPON **20155 MORNINGSIDE**

ATOR NEAR _____

WITHIN ☒ CITY ☐ VILLAGE ☐ TOWNSHIP OF **GROSSE POINTE WOODS**

COUNTY OF **WAYNE** DID THE FOLLOWING

Type	MCL Cite/PACC Code/Ordinance	Description (include any bond amount collected on each charge)	No.
<input checked="" type="checkbox"/> C/I <input type="checkbox"/> Warn <input type="checkbox"/> Authorization pend.		SEC. 8-274 (1) 8-236	1
<input type="checkbox"/> Misd <input type="checkbox"/> Fug <input type="checkbox"/> Fel <input type="checkbox"/> Waiv		8-282 (1) FENCE PERMIT	2
<input type="checkbox"/> C/I <input type="checkbox"/> Warn <input type="checkbox"/> Authorization pend.			3
<input type="checkbox"/> Misd <input type="checkbox"/> Fug <input type="checkbox"/> Fel <input type="checkbox"/> Waiv			

TO THE COURT: Do not arraign on a felony charge until an authorized complaint is filed.

Offense Code(s) _____

1 _____ 2 _____ 3 _____

Key for Type: C/I = Civil Infraction Misd = Misdemeanor Fel = Felony Warn = Warning Fug = Fugitive
 Waiv = Violation for Which Fines/Costs May be Waived Authorization pend. = Authorization pending

Remarks: **FAILURE TO REMOVE**
NON-CONFORMING FENCE AFTER
DENIAL OF VARIANCE

CHECK IF APPROPRIATE ☐ Damage to Property ☐ Local Court Bond \$ _____
☐ Vehicle Impounded ☐ Injury ☐ License Posted in Lieu of Bond
☐ Traffic Crash ☐ Death ☐ Appearance Certificate
 Person in Active Military Service ☐ Yes ☐ No ☐ None

SEE DATE BELOW. SEE BACK OF CITATION FOR EXPLANATION AND INSTRUCTIONS
 Appearance Date on or before **03-28-18**
 Hearing Date (if applicable) on **AT 8:30 AM** ☐ Contact Court
☐ Juvenile Traffic Misd. (Court will Notify) ☐ Formal Hearing Required. (Court will Notify)

In the **MUNICIPAL** Court of **GROSSE POINTE WOODS**
 Court Address & Phone Number **20025 MACK PLAZA**
GROSSE POINTE WOODS, MI 48236
PHONE: (313) 343-2455

☐ I served copy of the civil infraction complaint upon the defendant (or owner/occupant by posting if applicable).
 I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge, and belief.

Complainant's Signature and receipt if applicable _____ Month **2** Day **23** Year **18**
 Officer's Name (printed) **GENE TUNIA** Officer's ID No. **8126 OFFICIAL**

Agency ORI **MI-8245000** Agency Name **GROSSE POINTE WOODS**
DEPT. OF PUBLIC SAFETY
 UC-01a (rev. 6/05) **COURT COPY - 1**

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Postage \$ _____ Certified Fee _____ Return Receipt Fee (Endorsement Required) _____ Restricted Delivery Fee (Endorsement Required) _____ Total Postage & Fees \$ _____

Postmark Here

Sent To **Samuel Randazzo**
 Street, Apt. No., or PO Box No. **20155 Morningside**
 City, State, ZIP+4 **Grosse Pointe Woods, MI 48236**

Ticket No. **253896**

Name

Case No.

Sue Stewart

From: Sue Stewart
Sent: Friday, October 26, 2018 1:04 PM
To: 'auii00007@aol.com'
Cc: Gene Tutag
Subject: 20155 Morningside Dr., GP Woods - New Fence Ord & Appl attached
Attachments: 20155 Morningside OLD fence Appl.pdf; NEW FENCE APPL w-ord eff 10-25-18.pdf

Mr. Urbani,
As previously discussed with you, I am attaching the old fence application with supporting documents for 20155 Morningside. Also attached is the new fence application and the new ordinance section for your information and resubmittal.

Feel free to contact me if you have any questions – Building Department hours are 8:30 a.m. – 5:00 p.m. Monday thru Friday.

*Susan Stewart, Conf Adm Asst
Grosse Pte Woods Building Department
Phone: 313.343.2426 Fax: 313.343.2439*

MEMO 19-01

RECEIVED
JAN 17 2019
[Signature]

TO: Lisa Hathaway, City Clerk
FROM: Frank Schulte, Director of Public Services
DATE: January 16, 2019
SUBJECT: Variance – Fence at 20155 Morningside Dr. GPW, MI 48236

I have reviewed the application from resident Samuel Randazzo requesting a fence variance at 20155 Morningside. The fence variance will have no impact on the Department of Public Works or utilities.

Please contact me if you have any questions.

cc Gene Tutag
O/F

AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 20155 Morningside Dr.
Samuel A. Randazzo

State of Michigan)
) ss.
County of Wayne)

I HEREBY CERTIFY that the notice of Hearing was duly mailed First Class Mail on 01/18/19 to the following property owners within a 3 foot radius of the above property in accordance with the provisions of the 2017 City Code of Grosse Pointe Woods. A Hearing fee of \$75.00 has been received with receipt # 328853.

Lisa Kay Hathaway, CMMC/MMC
City Clerk

See attached document for complete list.

City of Grosse Pointe Woods, Michigan

NOTICE IS HEREBY GIVEN that in accordance with Chapter 8, Buildings and Building Regulations, Article IX, Fences of the 2017 City Code of the City of Grosse Pointe Woods, Sections 8-284(a)(2) Exceptions and 8-284(b) Public Hearing, the City Council will hold a public hearing in the Council-Court Room of the Municipal Building, 20025 Mack Plaza, on Monday, January 28, 2019, at 7:00 p.m. to hear the request of Mr. and Mrs. Samuel A. Randazzo, 20155 Morningside Drive, Grosse Pointe Woods, MI, who are seeking approval of a variance for the property located at 20155 Morningside, to permit a 6' solid vinyl privacy fence along the front, sides, and rear lot lines. The fence application will require variances in accordance with Sections 8-279(1) *All fences shall be constructed of open lattice work of metal, wood, vinyl or of woven wire in such a manner so that there shall be a minimum of two-inch openings throughout 50 percent of the length or height of the fence,* therefore a variance is required. The fence application materials are open for public scrutiny. All interested parties are invited to attend.

Lisa Kay Hathaway
City Clerk

20155 Morningside Dr.

ownersname	ownersna_1	ownersname_2	ownerstree	ownercity	ownerstate	ownerzipco
RUSINOW THOMAS L		THOMAS L. RUSINOW	641 S OXFORD RD	GROSSE POINTE WOODS	MI	48236
VENDITTI ANTHONY D	VENDITTI MARGARET A	ANTHONY AND MARGARET VENDITTI	621 S OXFORD RD	GROSSE POINTE WOODS	MI	48236
RANDAZZO SAMUEL A	RANDAZZO JANET L	SAMUEL AND JANET RANDAZZO	20155 MORNINGSIDE DR	GROSSE POINTE WOODS	MI	48236
GLAESER JOHN HERBERT		JOHN GLAESER	642 SHOREHAM RD	GROSSE POINTE WOODS	MI	48236
DOBBS KURT		KURT DOBBS	620 SHOREHAM RD	GROSSE POINTE WOODS	MI	48236
		ANTHONY URBANI, II	42500 HAYES, STE 100	CLINTON TOWNSHIP	MI	48038



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 WAYNE COUNTY, MI*
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INFORMATION TECHNOLOGY DEPARTMENT
 Geographic Information Systems (GIS) Division

Subject: 20155 Morningside

Date: 01/18/19





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INFORMATION TECHNOLOGY DEPARTMENT
 Geographic Information Systems (GIS) Division

Subject: 20155 Morningside

Date: 01/18/19





Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC use only)

8B

Application for New Licenses, Permits, or Transfer of Ownership or Interest in License
(Retail License Applicants)

PLEASE READ! Complete this form in its entirety and return it, along with corresponding documents and fees, to the address listed at the top of this form. You may provide a copy of this application to your local municipal board for review, if applicable.

Part 1 - If you are requesting a license as a part of your application please answer the questions below:

- Are you requesting a new license as a part of your application? ☐ Yes ☒ No
- Are you buying an existing license as a part of your application? ☐ Yes ☒ No
- Is this license being transferred as a result of a default or court action? ☐ Yes ☒ No
- Do you intend to actively use this license or hold it in escrow? ☒ Active Operation ☐ Escrow

Part 2 - Transaction Information: Check boxes applicable to your application ☐ New license ☐ New permit

- ☐ Transfer ownership ☐ Add space ☐ Change status (self incorporation) ☐ Transfer stock/interest
- ☐ Transfer location ☐ Drop space ☒ Transfer classification type of license ☐ Transfer limited partnership interest

Name(s) of current licensee: Chef Mowen LLC

Current licensed address: 20745 Mack Ave Grosse Pointe Woods

Part 3 - Applicant Information

- Name of entity/person that will hold the license: Chef Mowen LLC
- Corporations/Limited Liability Company(s) - State the name as it is filed with the State of Michigan Corporation Division and provide a copy of your articles.
 - Corporations/Limited Liability Company(s) must provide a list of stockholders/members in Part 8 of this form.
 - If your company has not filed with the State of Michigan, you must submit a copy of a filed certificate of authority to transact business in Michigan along with your application.

What is the physical address of the premises where the license will be located? (Include street address, city, state and zip code)

20745 Mack Ave Grosse Pte Woods MI 48236

Part 4 - Definitions

Off-premise licenses - Licenses that are issued for the type of business where alcoholic beverages are sold for consumption elsewhere, and where consumption on the premises is not allowed. There are two main types; SDD (spirits and mixed drink spirits) and SDM (beer and wine). Please check the appropriate box for your request. Note: Any additional transfer or license fees may be calculated and collected at a later date.

On-premise licenses - Licenses that are issued to allow alcoholic beverages to be sold, served and consumed on the premises. Note: Any additional transfer or license fees may be calculated and collected at a later date.

Part 5 - Inspection Fees: Check box applicable to your application

- ☒ Inspection fee for one license type - inspection fee is \$70.00
- ☐ Inspection fee for two license types - inspection fee is \$140.00
- ☐ Inspection fee for three license types - inspection fee is \$210.00



Application for New Licenses, Permits, or Transfer of Ownership or Interest in License
(Retail License Applicants)

Part 6 - Licenses and Permits: Check the type of license and permits that you need to complete your request

MCL 436.1525(1) provides that license fees shall be paid at the time of filing applications. (All checks/money orders should be made payable to the State of Michigan)

Off Premise License Type:	Base Fee:
<input type="checkbox"/> SDM License	\$100.00
<input type="checkbox"/> SDD License	\$150.00
<input type="checkbox"/> Resort SDD License	Upon Licensure
<input type="checkbox"/> Transfer Resort SDD license	\$150.00

On Premise License Type:	Base Fee:
<input type="checkbox"/> B-Hotel License	\$600.00
<input type="checkbox"/> A-Hotel License	\$250.00
<input type="checkbox"/> Brewpub license	\$100.00
<input checked="" type="checkbox"/> Class C License	\$600.00
<input type="checkbox"/> Club License	\$300.00
<input type="checkbox"/> Resort License	Upon Licensure
<input type="checkbox"/> Redevelopment License	Upon Licensure
<input type="checkbox"/> Tavern License	\$250.00
<input type="checkbox"/> G-1 License	\$1,000.00
<input type="checkbox"/> G-2 License	\$500.00
<input type="checkbox"/> Aircraft License	\$600.00
<input type="checkbox"/> Watercraft License	\$100.00
<input type="checkbox"/> Train	\$100.00
<input type="checkbox"/> Continuing Care License	\$600.00

On/Off Premise Permission Type:	Base Fee:
<input type="checkbox"/> Off-premise Storage	No charge
<input type="checkbox"/> Direct Connection(s)	No charge
<input type="checkbox"/> Gas Pumps	No charge

*Note: MCL 436.1529(5)(b) provides that an inspection fee shall not be required for the issuance of a new permit, or the transfer of an existing permit, if the permit is issued or transferred simultaneously with the issuance or transfer of a license or an interest in a license.

**Note: \$350.00 is due for each additional bar requested. This fee must also be included when calculating the total amount due for Sunday Sales Permit (PM).

Off Premise Permits:	Base Fee:
<input type="checkbox"/> Sunday Sales Permit (AM)	\$160.00
<input type="checkbox"/> Sunday Sales Permit (PM) (Held with SDD license)	\$22.50
<input type="checkbox"/> Catering Permit	\$100.00
<input type="checkbox"/> Beer and Wine Sampling	No charge *
<input type="checkbox"/> Living Quarters	No charge *

*Note: MCL 436.1529(5)(b) provides that an inspection fee shall not be required for the issuance of a new permit, or the transfer of an existing permit, if the permit is issued or transferred simultaneously with the issuance or transfer of a license or an interest in a license.

On Premise Permit Type:	Base Fee:
<input checked="" type="checkbox"/> Sunday Sales Permit (AM)	\$160.00
<input checked="" type="checkbox"/> Sunday Sales Permit (PM)	15% of license fee
<input type="checkbox"/> Catering Permit	\$100.00
<input type="checkbox"/> Outdoor Service	No charge *
<input type="checkbox"/> Entertainment Permit	No charge *
<input type="checkbox"/> Dance Permit	No charge *
<input type="checkbox"/> Topless Activity Permit	No charge *
<input type="checkbox"/> Living Quarters	No charge *
<input type="checkbox"/> Specific Purpose Permit (list activity below):	

Hours requested: _____

☐ Extended Hours Permit (check type below): No charge *
☐ Dance ☐ Entertainment

Hours requested: _____

☐ New Additional Bar Permit (s)** Indicate #: _____ \$350.00
☐ New Banquet Facility Permit \$600.00

Address of proposed banquet facility: _____

A Banquet facility permit is an extension of your license and is different from a banquet room in your facility.



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC use only)

Application for New License, Permits, or Transfer of Ownership or Interest in License
(Retail License Applicants)

Part 7a - Name and Address of stockholder/member/limited partner

- Each stockholder/member/partner must complete Part 7b of the application.
(For companies with multiple stockholders/members/partners, please make copies of this section for each person/entity to complete)
- Administrative rule R 436.1115 provides that an applicant for a license shall submit fingerprints and undergo investigation by the Commission. Fingerprints are not required for an applicant previously fingerprinted for a license with the Commission. If your local police agency does not have paper fingerprint cards, please contact the MLCC today at (866) 813-0011 and we will send them to the police department right away.
- Please attach the the fingerprint card and \$30.00 fee payable (for each card) to the State of Michigan and return them to the Lansing office of the Michigan Liquor Control Commission with your application.

Name: Joshua Mowen
Home address: 24313 Culver St St Clair Shores MI 48080
Business Phone: 313 882 1600 Cell Phone: 313-410 8544 E-mail address: chefmowen11c@outlook.com

Part 7b - Personal Information (Individuals)

Date of Birth: 8/12/86 Social Security Number: 379-041802 Drivers License Number: M 570 440 031
630

Are you a citizen of the United States of America? ☒ Yes ☐ No

Have you ever legally changed your name? ☐ Yes ☒ No List maiden names, or name changes due to naturalization or court order

If you answered yes, please state your prior name(s) (including maiden): _____

Have you ever been arrested? ☐ Yes ☒ No If yes, list below (attach additional pages if necessary)

Date	City/State	Charge	Disposition
_____	_____	_____	_____

Have you ever been licensed by the Michigan Liquor Control Commission? ☒ Yes ☐ No

If you are currently married, what is your spouse's full name?

N/A Not Married

(first, middle, last)

Spouse's date of birth: _____

Is your spouse a citizen of the United States of America? ☐ Yes ☐ No (If you answered "no", you will be asked to provide documentation to verify your spouse's legal status)

Has your spouse ever been arrested? ☐ Yes ☐ No If yes, list below (attach additional pages if necessary)

Date	City/State	Charge	Disposition
_____	_____	_____	_____

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 (civil defense volunteer policeman, mayors, village presidents, and members of city councils are not considered to be law enforcement officers).

☐ Yes ☒ No

Do you or your spouse hold a manufacturer or wholesale license in Michigan?

☐ Yes ☒ No

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.

12/11/18

Date

Joshua Mowen

Individual, print name

Individual signature



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC use only)

Application for New Licenses, Permits, or Transfer of Ownership or Interest in License
(Retail License Applicants)

Part 8 - Report of Stockholders/Members/Limited Partners

Complete this section and attach more copies of this page if more room is needed.

Name and Address of stockholder/member:

Number of Shares/Percentage Held:

Joshua Mowen 24313 Culver St St Clair Shores 100%
MI 48080

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

N/A

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

Joshua Mowen 24313 Culver St, St Clair Shores MI 48080

What is the total number of shares that the corporation has issued to its stockholders?

N/A

Limited Partnerships

Name and address of General Partner(s) - Attach additional pages if necessary

N/A

Name and address of Limited Partner(s) - Attach additional pages if necessary

N/A



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC use only)

Application for New Licenses, Permits, or Transfer of Ownership or Interest in License
(Retail License Applicants)

Part 9 - Contact Information

Once the Commission has rendered a decision on your request there will be additional information that you will be required to provide. Complete this section so we know where to send your Commission Order and any closing packages.

What is your preferred method of receipt? ☐ Mail ☒ E-Mail ☐ In office pick-up
(If you choose to pick this package up in the office our staff will contact you when it is ready)

Contact Name: Laura Peters
Mailing Address: 39572 Woodward St 222 Bloomfield Hills MI 48304
Business Phone: 248 540 7400 Cell Phone: _____ E-mail address: lpeters@anafr-m.com

Part 10 - Attorney Information

Do you have an attorney representing you in this matter? ☒ Yes ☐ No

Attorney Name: Kelly Allen Member Number: P- 36219
Street Address, City, State, Zip Code: 39572 Woodward St 222 Bloomfield Hills MI 48304
Business Phone: 248 540 7400 Cell Phone: _____ E-mail address: Kallen@anafr-m.com

Would you prefer that we contact your attorney for all licensing matters related to your request? ☒ Yes ☐ No

Would you prefer any closing packages or notices be sent directly to your attorney? ☒ Yes ☐ No

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

Signature of Applicant:

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

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this permit by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

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

12/11/18 Joshua Mower [Signature]
Date Print name of applicant/licensee and title Signature of applicant/licensee

To check the status of your request, visit www.michigan.gov/lcc and click on "Online Services." Scroll down to Liquor Control Commission and click on "Online Status Check." Enter your request id number (RID) to check on your application 24 hours a day.



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC use only)

CREDIT CARD AUTHORIZATION FORM

Fax completed form to secured number: 517-322-5237

Name _____
Address _____
City _____
State _____
Zip _____
Payment _____
is for: _____
Phone _____

Transaction Amount: _____
Card Number: _____
Check one: ☐ Master Card ☐ Visa ☐ Discover Card
Expiration Date: _____
Security Code: _____
Signature _____

Notice: This form may be used for payment of goods and services offered by the Michigan Liquor Control Commission, with the exception of the purchase of alcoholic beverages.

*Not completed for
security reasons*



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
Toll Free (866) 813-0011 - www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC use only)

Report of Stockholders/Members/Partners

(Authorized by MCL 436.1529(1); R 436.1051 and R 436.1110)

Name and Registered Address of Entity

Name of entity: Chef Mowen LLC

Address: 20745 Mark Ave

City, State, Zip Grosse Pointe Woods MI 48236

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

Name and address of all stockholders: Certificate Numbers: Shares Issued: Date Issued/Acquired:

N/A

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

N/A

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:

Joshua Mowen 24313 Culver St St Clair Shores MI 48080 100% 10/13/14

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

Joshua Mowen 24313 Culver St St Clair Shores MI 48080



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC use only)

Report of Stockholders/Members/Partners

(Authorized by MCL 436.1529(1); R 436.1051 and R 436.1110)

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:
N/A		

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

N/A

Signature of Applicant:

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.

12/11/18

Date

Joshua Mowen

Print name of applicant/licensee and title

Signature of applicant/licensee



Michigan Department of Licensing and Regulatory Affairs
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505
Insurance Unit Fax 517-322-1164
Insurance Unit E-Mail mlccinsurance@michigan.gov

Instructions for completing the
Proof of Financial Responsibility Form (LC-95)

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. The MLCC will enter the License Number(s), Licensee Name, and Business Address on the forms it issues. 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 Office of Financial and Insurance Regulation 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.

Continued

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 No: Enter the daytime phone number of the authorized insurance agent or bank representative.

13./14. Authorized Agent/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
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005, Lansing, MI 48909-7505

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

*Liquor Liability Insurance on file with
MLCC - See attached from MLCC website
for Insurance Company information*

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:

Alcohol Information Management System

Michigan Liquor Control Commission

Search Active/Escrowed Licensees

Licensee Details

Licensee Name

CHEF MOWEN, LLC

Doing Business As (DBA)

FERLITO'S FAMILY DINING

Business ID

239474

Local Governmental Unit (LGU)

GROSSE PTE WOODS CITY

Status

Active

County

WAYNE

Address

20745 Mack Ave

Phone

(313) 882-1600

[Go Back](#)Show 10 ▼ entries [Copy](#) [CSV](#) [Excel](#) [Print](#)

Name	Type	Insurance Provider	Effective Date (From)	Status
370259	Liquor Liability Insurance	SECURA INSURANCE, A MUTUAL COMPANY	6/17/2017	Active

Showing 1 to 1 of 1 entries

[Previous](#) [1](#) [Next](#)

Subordinates


Show 10 ▼ entries [Copy](#) [CSV](#) [Excel](#) [Print](#)

Name	Relationship To Business	Status
JOSHUA MOWEN	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 10 ▼ entries [Copy](#) [CSV](#) [Excel](#) [Print](#)

License #	Group	Type	Subtype	Status	Issue Date	Expiration Date	Statute	Statute: Location Transferable	Under Transfer Process
-----------	-------	------	---------	--------	------------	-----------------	---------	--------------------------------	------------------------

License #	Group	Type	Subtype	Status	Issue Date	Expiration Date	Statute	Statute: Location Transferable	Under Transfer Process
L-000250120	Retail - On Premises	Tavern	Regular	Active	6/29/2015	4/30/2019		Y	

Showing 1 to 1 of 1 entries

Previous

1

Next

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Michigan Department of Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005 – Lansing, Michigan 48909-7505

REAL ESTATE OWNERSHIP STATEMENT

INSTRUCTIONS: To comply with MCL 436.1523 and MCL 436.1603 of the Michigan Liquor Control Code, PA 58 of 1998, applicants for a license must complete this statement, sign, date and return it to the Licensing Division at the above address.

I, Joshua Mowen, of 24313 Silver St
NAME STREET and NUMBER
St Clair Shores 48080 Macomb
CITY OR VILLAGE ZIP CODE COUNTY

Chef Mowen LLC
PRINT NAME OF APPLICANT

for a new or transfer of Tavern license to a Class C license
TYPE OF LICENSE

From _____
IF TRANSFER, NAME OF SELLER

Located at 20745 Mark Ave Grosse Pointe Wood MI 48236
BUSINESS ADDRESS

Make the following statements to the Michigan Liquor Control Commission:

1. Pursuant to MCL 436.1523 of the Liquor Code the owners of the above real estate, or each member of any partnership or Limited Liability Company, or stockholder of a Corporation (or their spouses) do not 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 subdivision of the State of Michigan (civil defense volunteer police, mayors, village presidents and members of city councils who are not considered law enforcement officers).
2. Pursuant to MCL 436.1603 of the Liquor Code the owners of the above real estate, or each member of any partnership or Limited Liability Company, or stockholder of a Corporation do not hold or have an interest in any license for the manufacture or sale of alcoholic beverages at wholesale in Michigan which would be in conflict with the granting of this license.

Signature of Applicant _____

Date _____

12/11/12



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC use only)

Statement of Money Lender

Instructions: Anyone (including applicants, stockholders, members, banks, partners, etc.) loaning money for the purchase of interest in a license or proposed licensed business, must complete this Statement of Money Lender. Administrative rule 436.1105(b) requires that applicants have adequate financial resources for the proposed licensed business. This rule requires the finances to be from legitimate and verifiable resources. Your verification of financing is required before the license application can be considered. Please complete this statement, sign and return it to the Commission.

I am loaning \$ _____ to _____
Amount Name of Applicant

for the purchase of the licensed business (and real estate if applicable), located at:

Street and Number City or Village Zip Code County

The debt is secured by the following instruments:

The following persons are acting as co-signors or co-makers:

The debt is repayable as follows:

N/A
No funds
necessary

Will you have an interest in the licensed business, other than as a creditor for the debt listed? ☐ Yes ☐ No

Do you have Law Enforcement Powers? ☐ Yes ☐ No

Do you have an interest in a wholesale license? ☐ Yes ☐ No

I am prepared to present any documentation required for verification of these funds.

My occupation is _____

My bank accounts are located at: _____

Signature of Money Lender Date

Michigan Department of Licensing and Regulatory Affairs
LIQUOR CONTROL COMMISSION
7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505

TRANSFER APPLICANTS
READ THESE INSTRUCTIONS CAREFULLY

(Authorized by MCL 436.1217)

To avoid delays in processing your application, please be sure that you follow these instructions. Also, be prepared to leave the requested documents for our records. Copies of documents will not be made in the MLCC office.

1. Return all forms promptly and completely executed.
2. Any changes in the financial provisions at the time of closing, which do not conform with the terms previously indicated and investigated may require submission of new forms and possible reinvestigation. Such changes must be submitted prior to Commission approval.
3. An agreement to buy and sell a retail business, wherein there is not a total cash transaction, and which includes both the personal property and the real estate, shall include a separate statement listing the personal property and the real estate, and the terms and price of each. Purchasers of "ON-PREMISES" licensed establishments are required to have 10% of the purchase price for the licensed business, excluding real estate, in their own funds.
4. Preliminary Agreements, Leases, Security Agreements or Land Contracts between the applicant for retail license and secured party or landlord may contain restrictive clauses which prohibit the license from being transferred to another location, or which dictate the disposition of the license upon expiration of the lease. However, the agreement must provide that such placement of the liquor license is subject to the approval of the Michigan Liquor Control Commission.
5. Title Retaining Contracts or Conditional Sales Agreements are not acceptable for the sale of a licensed establishment. In all cases, the applicants for any type of license for sale of alcoholic beverages at retail must demonstrate that they will be the title holder to the personal property used in connection with the licensed business.
6. The balance due on the business, after down payment, may be covered by a Security Agreement, and or a Promissory Note. Further, alcoholic beverages must be paid for in cash when the license is transferred and cannot be included on the Security Agreement.
7. The Security Agreement and Land Contract may each contain a provision that a default in one instrument will constitute a default in the other instrument. A provision to reassign the license in the event of default may be included in the Security Agreement, Land Contract, or separate agreement, and may only provide for reassignment of the license, in the event of default, subject to Commission approval. Business, fixtures, equipment and non-alcoholic inventory cannot be listed on Land Contract or Real Estate Mortgage.
8. The names of the spouses of applicants may not appear on Security Agreements or Bills of Sale unless they are named on the license.
9. Participating Agreements are permissible, provided the amount of participation by the non-licensee shall not exceed 10% of the gross sales of the licensed business. Any request for greater amounts of participation must be accompanied by written request setting forth the reason or reasons for special consideration.
10. Bills of Sale must cover the ACTUAL PURCHASE PRICE as set forth in the Purchase Agreement. Bills of Sale for \$1.00 are not acceptable unless that is the actual consideration. The licenses can be listed as an item of personal property in a Bill of Sale.
11. If the real estate is in the name of husband and wife, and only one is to be named on the license, then a Lease must be executed making the licensee as tenant and the property owners as landlord. An affidavit is acceptable on a month-to-month rental. If applicant is a corporation / limited liability company and real estate is owned by the stockholders / members individually, we must have a lease between them and the applicant corporation / limited liability company.
12. Any loan must specifically indicate that the alcoholic beverages are excluded as collateral.



TRAINING FOR INTERVENTION PROCEDURES

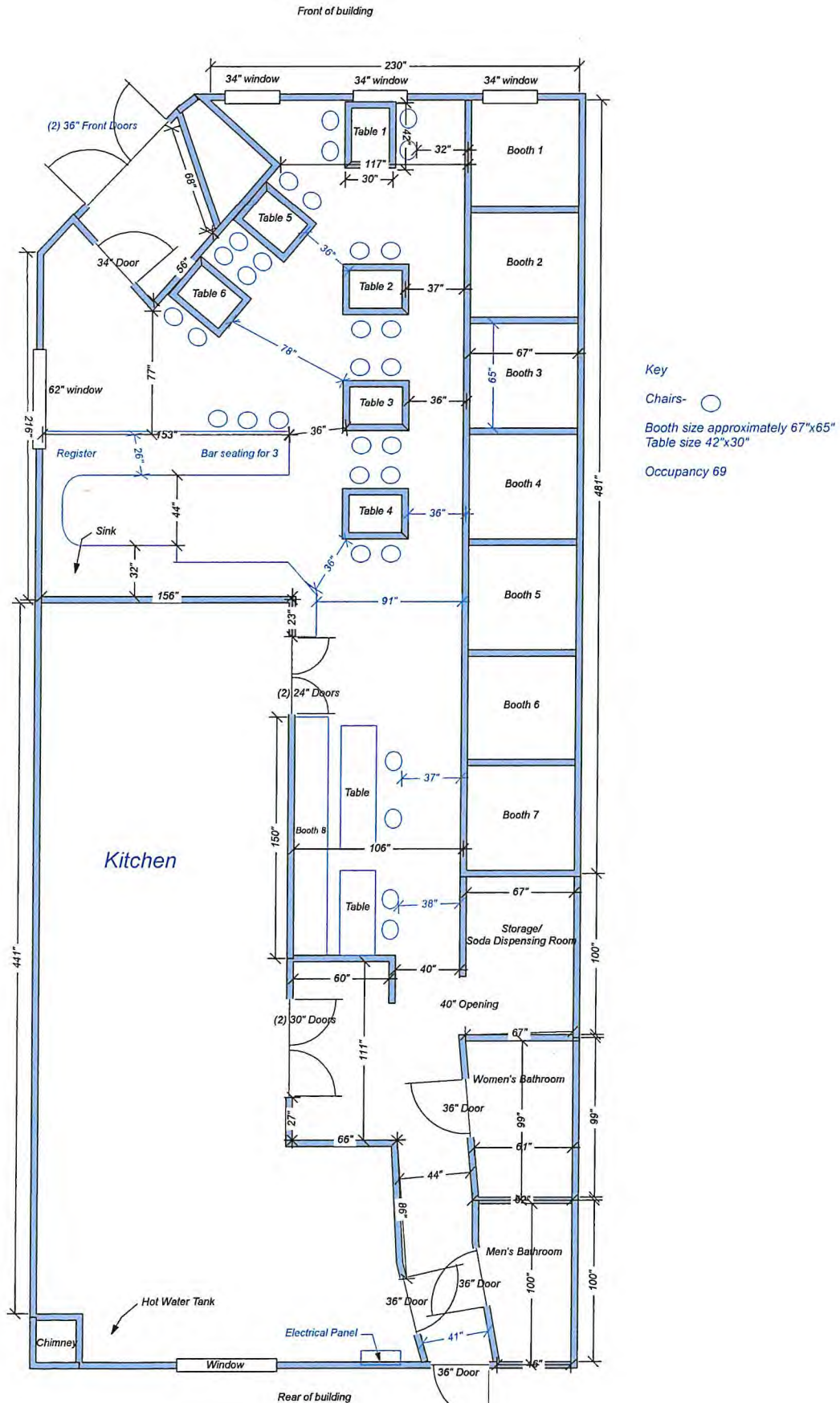
Health Communications, Inc. recognizes

Ferlitos Family Dinner

*as a responsible establishment using the
TIPS Alcohol Server Training Program.*

2018

**Ferlito's Family Dining &
Pizza**
20745 Mack Ave, G.P.W.
Site Plans
Red Baron Enterprises





LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

PHILLIP G. ADKISON
KELLY A. ALLEN
ROBERT M. GOLDMAN
JESSICA A. HALLMARK
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:
KEVIN M. CHUDLER
LINDA S. MAYER

RECEIVED

DEC -7 2018

CITY OF GROSSE PTE. WOODS

December 6, 2018

VIA ELECTRONIC MAIL AND OVERNIGHT MAIL

Lisa Hathaway, Clerk
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, Michigan 48236

**Re: Chef Mowen, LLC
20745 Mack Ave, Grosse Pointe Woods
Request to Reclassify Tavern Liquor License to a Class C Liquor License**

Dear Ms. Hathaway:

Pursuant to your request, we are submitting the following additional documents for Chef Mowen, LLC application to reclassify the existing Tavern License to a Class C License located at 20745 Mack Ave, Grosse Pointe Woods:

- LCC-100 Retailer License & Permit Application;
- LCC-301 Report of Stockholders, Members or Partners;
- Filed Articles and Operating Agreement for Chef Mowen, LLC;
- Lease Agreement and Extension of Lease (Chef Mowen, LLC is currently month to month with the landlord);
- Agreement regarding Issuance or Transfer of Class C Liquor License;
- Affidavit in Support of Application for Grosse Pointe Woods Liquor License Issuance or Transfer and Release; and
- Authorization Form in Conjunction with Grosse Pointe Woods Liquor License Application.

We look forward to working with you on this matter. Please contact me or my legal assistant, Laura Peters, if you have any questions. Thank you for your assistance in this matter.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Kelly A. Allen

/lbp
Enclosures

cc: Chip Berschback
Joshua Mowen

m:\mowen, josh\grosse pointe woods\corres\2018-12-6 ltr to clerk enc local app.docx

m:\mowen, josh\grosse pointe woods\corres\2018-12-6 ltr to clerk enc local app.docx



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

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

Retailer License & Permit Application

For information on retail licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website by [clicking this link](#).

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): CHEF MOWEN, LLC	
Address to be licensed: 20745 Mack Ave	
City: GROSSE PTE WOODS CITY	Zip Code: 48236-1435
City/township/village where license will be issued: GROSSE PTE WOODS CITY	County: Wayne
Federal Employer Identification Number (FEIN):	

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

Off Premises Licenses - Applicants for off premises licenses, permits, and permissions (e.g. convenience, grocery, specialty food stores, 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.

On Premises Licenses - 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:	\$70.00	License & Permit Fees:	\$850.00	TOTAL FEES:	\$920.00
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Schedule A - Licenses, Permits, & Permissions

Applicant name: CHEF MOWEN, LLC

Off Premises License Type:

New Transfer

Base Fee:

Fee Code
MLCC Use
Only

- ☐ ☐ SDM License \$100.00
- ☐ ☐ SDD License \$150.00
- ☐ ☐ Resort SDD License Upon Licensure/\$150.00

Resort SDD Licenses may only be issued in governmental units having a population of 50,000 or less

Off Premises Permits:

Base Fee:

- ☐ Sunday Sales Permit (AM)* \$160.00
- ☐ Sunday Sales Permit (PM)** \$22.50
(Held with SDD License)
- ☐ Catering Permit \$100.00
- ☐ Secondary Location Permit - Complete Form LCC-201
- ☐ Beer and Wine Tasting Permit No charge
- ☐ Living Quarters Permit No charge

On/Off Premises Permission Type:

Base Fee:

- ☐ Off-Premises Storage No charge
- ☐ Direct Connection(s) No charge
- ☐ Motor Vehicle Fuel Pumps No charge

*Sunday Sales Permit (AM) allows the sale of liquor, 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 liquor 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 liquor. Additional bar fees and B-Hotel room fees are also calculated as part of the permit fee.

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: 1 x \$70.00 Inspection Fee

Total Inspection Fee(s): Fee Code: 4036 \$70.00

Total License Fee(s): \$600.00

Total Permit Fee(s): \$250.00

TOTAL FEES DUE: \$920.00

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

Make checks payable to **State of Michigan**

On Premises License Type:

New Transfer

Base Fee:

Fee Code
MLCC Use
Only

- ☐ ☐ B-Hotel License \$600.00

Number of guest rooms: _____

- ☐ ☐ A-Hotel License \$250.00

Number of guest rooms: _____

- ☒ ☐ Class C License \$600.00 4012

- ☐ ☐ Tavern License \$250.00

- ☐ ☐ Resort License Upon Licensure

- ☐ ☐ DDA/Redevelopment License Upon Licensure

- ☐ ☐ Brewpub License \$100.00

- ☐ ☐ G-1 License \$1,000.00

- ☐ ☐ G-2 License \$500.00

- ☐ ☐ Aircraft License \$600.00

- ☐ ☐ Watercraft License \$100.00

- ☐ ☐ Train License \$100.00

- ☐ ☐ Continuing Care Retirement Center License \$600.00

☐ MCL 436.1545(1)(b)(i) ☐ 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.

On Premises Permits:

Base Fee:

- ☒ Sunday Sales Permit (AM)* \$160.00 4033

- ☒ Sunday Sales Permit (PM)** \$90.00 4032

- ☐ Catering Permit \$100.00

- ☐ Banquet Facility Permit - Complete Form LCC-200

A Banquet Facility Permit is an extension of the license at a different location. It may have its own permits and permissions. It is not a banquet room on the licensed premises.

- ☐ Outdoor Service No charge

- ☐ Dance Permit No charge

- ☐ Entertainment Permit No charge

- ☐ Extended Hours Permit: No charge

☐ Dance ☐ Entertainment Days/Hours: _____

- ☐ Specific Purpose Permit: No charge

Activity requested: _____

Days/Hours requested: _____

- ☐ Living Quarters Permit No charge

- ☐ Topless Activity Permit No charge

Schedule B - New Specially Designated Merchant (SDM) License Supplemental Application - New SDM License Applications ONLY

Applicant name: CHEF MOWEN, LLC

Effective January 4, 2017 pursuant to MCL 436.1533(5), Specially Designated Merchant (SDM) licenses are quota licenses based on one (1) SDM license for every 1,000 of population in a local governmental unit. MCL 436.1533 provides for several exemptions from the quota for qualified applicants. Please carefully read the requirements in the boxes below, selecting the applicable approved type of business option(s) from Section 1 and an applicable new SDM license quota option from Section 2.

Section 1 - Requirements to Qualify as Approved Type of Business for New SDM License Applicants

Applicant must meet one (1) or more of the following conditions (check those that apply to your business):

- ☐ a. Applicant holds and maintains retail food establishment license or extended retail food establishment license under the Food Law of 2000, MCL 289.1101 to MCL 289.8111.
- ☐ b. Applicant holds or has been approved for Specially Designated Distributor (SDD) license.
- ☐ c. Applicant holds or has been approved for an on-premises license, such as a Class C, A-Hotel, B-Hotel, Tavern, Club, G-1, or G-2 license.

Section 2 - Quota Requirements for New SDM License Applicants

Applicant must qualify under one of the following sections of the Liquor Control Code regarding the SDM quota:

- ☐ a. Applicant is an applicant for or holds a Class C, A-Hotel, B-Hotel, Tavern, Club, G-1, or G-2 license.
MCL 436.1533(5)(a) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- ☐ b. Applicant's establishment is at least 20,000 square feet and at least 20% of gross receipts are derived from the sale of food.
MCL 436.1533(5)(b)(i) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- ☐ c. Applicant's establishment is a pharmacy as defined in the Public Health Code, MCL 333.17707.
MCL 436.1533(5)(b)(ii) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- ☐ d. Applicant's establishment qualifies as a marina under MCL 436.1539.
MCL 436.1533(5)(e) - SDM license is exempt from SDM quota and license may be transferred to another location if the applicant complies with MCL 436.1539 at the new location.
- ☐ e. Applicant does not qualify under any of the quota exemptions or waiver listed above.
MCL 436.1533(5) - Commission shall issue one (1) SDM for every 1,000 population in a local governmental unit and an unissued SDM must be available in the local governmental unit for the applicant to qualify. SDM license may be transferred to another location.

Documents Required To Be Submitted with New SDM License Application

In addition to the documents listed on the application checklist, the new SDM license applicant must submit the documents listed below, as applicable, with its application to comply with the requirements described above. Select one or more of the following:

- ☐ Copy of retail food establishment license or extended retail food establishment license for a SDM license. The name on the food establishment license must match the applicant name in Part 1 of this application form. *A food establishment license is not required for a SDM license to be issued in conjunction with a SDD license or an on-premises license.*
- ☐ If applying under Section 2b above, documentary proof that applicant's establishment is at least 20,000 square feet and at least 20% of gross receipts are derived from the sale of food.
- ☐ If applying under Section 2c above, a copy of the pharmacy license issued under the Public Health Code.

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: Joshua Mowen		
Home address: 24313 Culver St		
City: St Clair Shores	State: MI	Zip Code: 48080
Business Phone:	Cell Phone: (313) 410-8544	Email: chefmowenllc@outlook.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes , please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. <input checked="" type="radio"/> Yes <input type="radio"/> No		
Do you hold 10% or more interest in the applicant entity? <input checked="" type="radio"/> Yes <input type="radio"/> No		
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed " Livescan Fingerprint Background Request " 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: 8-12-86	Social Security Number: 379-04-1802	Driver's License Number: M 500 440 031 630	
Are you a citizen of the United States of America?		<input checked="" type="radio"/> Yes <input type="radio"/> No	
Have you ever legally changed your name?		<input type="radio"/> Yes <input checked="" type="radio"/> No	
If you answered "yes", please list your prior name(s) (including maiden):			
Spouse's full name (if currently married):			
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 checked="" type="radio"/> No			
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC?		<input type="radio"/> Yes <input type="radio"/> No	
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary):		<input type="radio"/> Yes <input checked="" type="radio"/> No	
Date	City/State	Charge	Disposition
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary):		<input type="radio"/> Yes <input 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).

Joshua Mowen

Print Name

Signature

Date

Part 6 - Contact Information

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

What is your preferred method of contact? <input type="radio"/> Phone <input type="radio"/> Mail <input checked="" type="radio"/> Email <input type="radio"/> Fax		
What is your preferred method for receiving a Commission Order? <input type="radio"/> Mail <input checked="" type="radio"/> Email <input type="radio"/> Fax		
Contact name: Laura Peters	Relationship: legal assistant	
Mailing address: Joshua Mowen-member		
Phone: 248-540-7400	Fax number:	Email: lpeters@anafirm.com

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

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

Part 8 - Signature of Applicant

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

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

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

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

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

Joshua Mowen

Print Name of Applicant & Title

Signature of Applicant

Date

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

Michigan Liquor Control Commission

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

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

Fax to: 517-284-8557



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 1-866-813-0011 - www.michigan.gov/lcc

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

Report of Stockholders, Members, or Partners

(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

Part 1 - Licensee Information

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

Licensee name(s): CHEF MOWEN, LLC		
Address: 20745 Mack Ave		
City: GROSSE PTE WOODS CITY	Zip Code: 48236-1435	
Contact name: Josh Mowen	Phone: (313) 410-8544	Email: chefmowenllc@outlook.com

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:
Joshua Mowen 24313 Culver St St Clair Shores, MI 48080	100%	10-13-14
Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:		



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 1-866-813-0011 - www.michigan.gov/lcc

Business ID: _____

Request ID: _____

Report of Stockholders, Members, or Partners

(For MLCC Use Only)

(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

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: Joshua Mowen-member

Name & Title: Kelly Allen-attorney

Name & Title: Laura Peters-legal assistant

Name & Title: _____

Name & Title: _____

Part 4 - Signature of Applicant or Licensee

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.

Joshua Mowen-member

Print Name of Applicant or Licensee & Title

Signature of Applicant or Licensee

12/6/18

Date

Please return this completed form to:

Michigan Liquor Control Commission

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

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

Fax to: 517-763-0059

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

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

for

CHEF MOWEN, LLC

ID NUMBER: E5266T

received by facsimile transmission on October 10, 2014 is hereby endorsed.

Filed on October 13, 2014 by the Administrator.

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



Sent by Facsimile Transmission

*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 13th day
of October, 2014.*

A handwritten signature in dark ink, appearing to read "A. Schefke", written in a cursive style.

Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau

908120-700 (Rev. 12/05)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES	
Date Received	(FOR BUREAU USE ONLY)
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name Crivella & Associates, CPA	
Address 51863 Schoenherr Rd, Ste 102	
City Shelby Township, MI	Zip Code 48315
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 last page)

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

B

ARTICLE I

The name of the limited liability company is: Chef Mowen, 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

1. The street address of the location of the registered office is:

24313 Culver, St Clair Shores

(Street Address)

(City)

Michigan 48080

(ZIP Code)

2. The mailing address of the registered office if different than above:

(Street Address or P.O. Box)

(City)

Michigan

(ZIP Code)

3. The name of the resident agent at the registered office is: Joshua Mowen

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

Signed this 10 day of October, 2014

By [Signature]

(Signature(s) of Organizer(s))

Joshua Mowen

(Type or Print Name(s) of Organizer(s))

4 AGREEMENT BETWEEN

JOSHUA MOWEN AND CHEF MOWEN, LLC

Joshua Mowen, as sole Member (the "Member") and Chef Mowen, LLC (the "Company") have executed this Agreement as of October 13, 2014, and for valid consideration received agree as follows:

1. **Formation; Name; Purpose.** The Company has been organized as a Michigan limited liability company under and pursuant to the Michigan Limited Liability Company Act, being Act No. 23, Public Acts of 1993, as amended ("Act"), by the filing of Articles of Organization ("Articles") with the State of Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services ("Department"), as required by the Act. The name, purpose and duration of the Company are as set forth in the Articles, as the same may be changed from time to time in accordance with the Act.

2. **Offices.** The principal office and any additional office of the Company will be at such place or places inside or outside the State of Michigan as the Member may designate from time to time. The initial registered office of the Company and its resident agent are as set forth in the Articles and as may be changed from time to time in accordance with the provisions of the Act.

3. **Member.** The Company was formed as a limited liability company with one Member. In the event the Company is to add any additional members, the Company and all of its members shall execute an Operating Agreement, as contemplated by the Act, before any such additional members shall have any rights as members of the Company.

4. **Management of Company.**

(a) The Member of the Company will have management authority over the business of the Company and will have all powers necessary or advisable to carry out the business of the Company. The Member will have the authority to take all action on behalf of the Company to the fullest extent permitted by the Act. The Member may appoint, employ, or otherwise contract with any persons for the transaction of the business of the Company or the performance of services for or on behalf of the Company, and the Member may delegate to any such person (who may be designated an officer of the Company) such authority to act on behalf of the Company as the Member may from time to time deem appropriate.

(b) If the Member dies or is unable to act, management of the business of the Company will pass to the person last designated in a writing signed by the Member and with specific reference to this subject matter. That person will have full authority to handle the affairs of the Company until the Member is able to act or a successor is appointed. If the Member does not designate a person to manage the business of the Company, the Personal Representative of the Member's estate may designate a person to manage the business of the Company.

5. Capital Contributions; Accounting.

(a) In exchange for the Member's interest, the Member will contribute to the capital of the Company by contributing those assets described in **Exhibit A** attached to this Agreement. The Member will have no obligation to make any further capital contributions to the Company. Any additional capital contributions must be so designated in writing by the Member and the Company. Any funds contributed to or advances made on behalf of the Company by the Member that are not designated as capital contributions will be loans payable by the Company to the Member on demand together with interest at the prime rate from the date of the contribution or advance until repaid in full. The Member will not be paid interest on any capital contribution. The Member will not have the right to withdraw, or receive a return of, the Member's capital contribution. The Company will reimburse the Member for all expenses of the activities of the Company reasonably incurred and paid for by the Member on behalf of the Company.

(b) The operations of the Company will be treated for federal tax purposes as the operations of the Member. The Company may obtain a tax identification number distinct from that of the Member.

(c) The fiscal year of the Company will be the fiscal year of the Member. The books and records of the Company will be maintained in accordance with recognized accounting practices.

(d) Real and personal property owned by the Company will be held, and conveyance made, in the Company's name. Funds of the Company will be deposited in the name of the Company with the financial institutions and in the accounts as determined by the Member, subject to authorized signatures that the Member may determine.

6. Assignments of Interest in the Company. The Member may sell, assign, pledge, or otherwise transfer or encumber (collectively "transfer") all, but not less than all, of the Member's interest in the Company by written instrument signed by the transferring Member and the transferee. The Member may transfer a portion of the Member's interest in the Company, but only if the Articles are amended and an Operating Agreement is entered into that provides for voting rights, allocations of profit and loss, timing of distributions, and other matters customarily addressed in a limited liability company Operating Agreement. Any proposed or attempted transfer of a portion of the Member's interest without entering into such an Operating Agreement will be void.

7. Withdrawal and Dissolution.

(a) The Member will have the right to withdraw from the Company upon such terms and conditions as agreed between the Member and the Company. The Member may evidence withdrawal from the Company only by filing a Certificate of Dissolution with the Department as contemplated by the Act.

(b) The Company will be dissolved and its affairs wound up upon the Member filing a Certificate of Dissolution with the Department. Upon the winding up of the Company, the assets will be distributed as provided in the Act.

8. **Additional Members.** The Company may admit one or more additional Members upon such terms and conditions, and for such capital contributions, as may be determined by the Company and the Member. No additional members may be admitted unless an Operating Agreement is adopted as required in paragraph 6 above. Any proposed or attempted admission of an additional member without such action will be void.

9. **Distributions.** Distributions of cash or other assets of the Company will be made at such times and in such amounts as the Member may determine; provided, however, that a distribution will not be made if such a distribution would be violative of the Act.

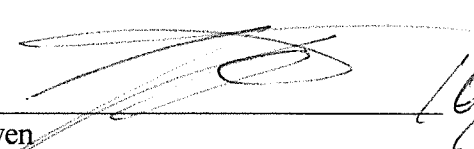
10. **Limitation on Liability.** Unless otherwise provided by law or expressly assumed, a person who is a member or agent of the Company is not liable for the acts, debts or obligations of the Company.

11. **Indemnification.** The monetary liability of the Member for breach of any duty established under Section 404 of the Act is limited to the fullest extent permitted by the Act. The Company will indemnify and hold harmless the Member from and against any and all losses, expenses, claims, and demands sustained by reason of any acts or omissions or alleged acts or omissions of the Member, including judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which the Member is a party or threatened to be made a party because the person is or was a Member to the fullest extent permitted by law or contract and not subject to any restriction by this Agreement.

12. **Amendment.** This Agreement may be amended only in writing signed by the Member and the Company specifically stating that this Agreement is amended.

The undersigned have executed this agreement as of the date first above written.

Member:


Joshua Mowen

Company:

Chef Mowen, LLC

By: 

Joshua Mowen, Its sole Member

EXHIBIT A
CAPITAL CONTRIBUTIONS

The Member contributed One Hundred and 00/100 U.S. Dollars into the Company bank account.

EXTENSION OF LEASE

TENANT: CHEF MOWEN, LLC - DBA FERLITO'S RESTAURANT
LANDLORD: A.H.P. BUILDING COMPANY, A MICHIGAN CORP.
PROPERTY: 20745 MACK AVENUE, GR. PTE. WDS., MI 48236
LEASE DATED: MARCH 15, 2015
TERM OF LEASE: TWO YEARS
SECURITY DEPOSIT: \$2,500.00


IT IS AGREED BY THE UNDERSIGNED LANDLORD AND TENANT HEREIN THAT:

- 1) THE LEASE PERIOD SHALL BE EXTENDED THROUGH MARCH 14, 2019
- 2) BEGINNING WITH MONTH RENT DUE , MARCH 15, 2017 THE MONTHLY CONSIDERATION SHALL BE \$2,500.00.
- 3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED AND IF FULL FORCE AND EFFECT.

WITNESS:

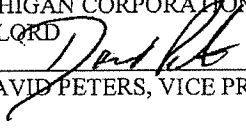
SIGNED:

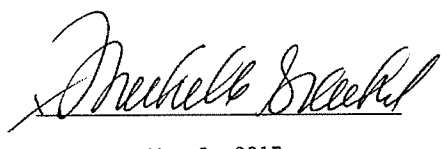
CHEF MOWEN, LLC


DBA FERLITO'S RESTAURANT
BY JOSH MOWEN

DATE: 4-18-17

A.H.P. BUILDING COMPANY,
A MICHIGAN CORPORATION,
LANDLORD


BY: DAVID PETERS, VICE PRESIDENT


DATE: May 3, 2017

LEASE

(1) THIS LEASE made this 15th day of March, 2015 by and between A. H. P. Building Company, a Michigan corporation on 20705 Mack Avenue, Grosse Pointe Woods, MI 48236, Lessor, hereinafter designated as the Landlord, Chef Mowen, LLC, DBA Ferlito's Restaurant, the Lessee, hereinafter designated as the Tenant.

Description (2) WITNESSETH: The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises situated in the City of Grosse Pointe Woods, Wayne County, Michigan to-wit: building located at 20745 Mack Ave. and the parking spaces immediately behind the building.

Term (3) For the term of two (2) years commencing March 15, 2015, fully to be completed and ended, the Tenant yielding and paying during the continuance of this lease unto the Landlord for rent of said premises for said term, the amounts set forth in Paragraph 39 of the Rider attached hereto in lawful money of the United States payable in monthly installments in advance, upon the 15th day of each and every month.

Rent (4) The Tenant hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Landlord at the dates and times above mentioned, the rent above reserved. SEE PARAGRAPH 39 OF THE RIDER ATTACHED HERETO

Insurance (5) In addition to the rentals hereinbefore specified, the Tenant agrees to pay as additional rental any increase on premiums for insurance against loss by fire that may be charged during the term of this lease on the amount of insurance now carried by the Landlord on the premises and on the improvements situated on said premises, resulting from the business carried on in the leased premises by the Tenant or the character of its occupancy, whether or not the Landlord has consented to the same. SEE PARAGRAPH 41 OF THE RIDER ATTACHED HERETO

(6) If the Tenant shall default in any payment or expenditure other than rent required to be paid or expended by the Tenant under the terms hereof, the Landlord may at his option make such payment or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day together with interest at 10 % per annum from the date of such payment or expenditure by the Landlord and on default in such payment the Landlord shall have the same remedies as on default in payment of rent.

(7) All payments of rent or other sums to be made to the Landlord shall be made at such place as the Landlord shall designate in writing from time to time.

Assignment (8) The Tenant covenants not to assign or transfer this lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Landlord. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Landlord the right to terminate this lease and to re-enter and repossess the leased premises.

Bankruptcy (9) The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the

Insolvency business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this lease may be canceled at the option of the Landlord.

Right to Mortgage (10) The Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land of which the leased premises form a part. And the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees and hereby irrevocably appoints the Landlord the attorney-in-fact of the Tenant to execute and deliver any such instrument or instruments for and in the name of the Tenant.

Use and Occupancy (11) It is understood and agreed between the parties hereto that said premises during the continuance of this lease shall be used and occupied for a restaurant and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Landlord may at his option terminate this lease forthwith and re-enter and repossess the leased premises.

Fire

(12) It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenantable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenantable condition; provided, however, that if the Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay, and provided further that there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Tenant, his agents or employees, or result in any way from Tenant's business operations or property in the leased premises; and provided further that if the Tenant shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefor against the Tenant, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Landlord may at his option terminate this lease forthwith by a written notice to the Tenant.

Repairs

(13) The Landlord after receiving written notice from the Tenant and having reasonable opportunity thereafter to obtain the necessary workmen therefor agrees to keep in good order and repair the roof and the four outer walls of the premises but not the doors, door frames, the window glass, window casings, window frames, windows or any of the appliances or appurtenances of said doors or window casings, window frames and windows, or any attachment thereto or attachments to said building or premises used in connection therewith.

Tenant agrees to cause it's commercial garbage pick-up service to swap or exchange dumpsters every six months. Landlord has the right to require Tenant to increase the number of garbage-pick-ups from the dumpster should Landlord determine such increased numbers are necessary to reduce odors from the dumpster. Tenant will also relocate the grease waste container next to the designated dumpster area.

Insurance

The Tenant agrees to keep the plate glass insured with a responsible Insurance Company in the name of the Landlord and to deliver the policy or policies to the Landlord and upon his failure to do so the Landlord may place such insurance and charge the same to the Tenant as so much additional rent as provided in Paragraph 6; but the failure on the part of the Landlord to place such insurance does not release the Tenant of the liability.

Tenant to Indemnify

(14) The Tenant agrees to indemnify and hold harmless, the Landlord from any liability for damages to any person or property in, on or about said leased premises from any cause whatsoever; and Tenant will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Landlord in the sum of One Million Dollars (\$1,000,000) for damages resulting to one person and One Million Dollars (\$1,000,000) for damages resulting from one casualty, and Two Hundred Thousand Dollars (\$200,000) property damage insurance resulting from any one occurrence. Tenant shall deliver said policies to the Landlord and upon Tenant's failure so to do the Landlord may at his option obtain such insurance and the cost thereof shall be paid an additional rent due and payable upon the next ensuing rent day.

Repairs and Alterations

(15) Except as provided in Paragraph 13 hereof, the Tenant further covenants and agrees that he will, at his own expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alterations, additions or improvements to said premises without the Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury.

Eminent Domain

(16) SEE PARAGRAPH 42 OF THE RIDER ATTACHED HERETO

Reservation (17) The Landlord reserves the right of free access at all times to the roof of said leased premises and reserves the right to rent said roof for advertising purposes. The Tenant shall not erect any structures for storage or any aerial, or use the roof for any purpose without the consent in writing of the Landlord.

**Care of
Premises**

(18) The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or, menace to other Tenants in the building and shall keep premises under his control (including adjoining drives, streets, alleys or yards) clean and free from rubbish, dirt, snow and ice at all times, and it is further agreed that in the event the Tenant shall not comply with these provisions, the Landlord may enter upon said premises and have rubbish, dirt and ashes removed and the side walks cleaned, in which event the Tenant agrees to pay all charges that the Landlord shall pay for hauling rubbish, ashes and dirt, or cleaning walks. Said charges shall be paid to the Landlord by the Tenant as soon as a bill is presented to him and the Landlord shall have the same remedy as is provided in Paragraph 6 of this lease in the event of Tenant's failure to pay.

(19) The Tenant shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.

Condition

(20) The Tenant further acknowledges that he has examined the said leased premises prior to the making of this lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Landlord, or his agent, which are not herein expressed, and the Tenant hereby accepts the leased premises in their present condition at the date of the execution of this lease.

**of Premises
at Time of
Lease**

(21) The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Tenant or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.

Re-Renting

(22) The Tenant hereby agrees that for a period commencing 90 days prior to the termination of this lease, the Landlord may show the premises to prospective Tenants, and 60 days prior to the termination of this lease, may display in and about said premises and in the windows thereof, the usual and ordinary "TO RENT" signs.

**Holding
Over**

(23) It is hereby agreed that in the event of the Tenant herein holding over after the termination of this lease monthly rent during any period of holding over shall be at a rate of 120% of the monthly rent in effect immediately preceding the date of termination. Thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

**Gas, Water,
Heat**

(24) The Tenant will pay all charges made against said leased premises for gas, water, heat and electricity during the continuance of this lease, as the same shall become due.

Electricity

**Advertising
Display**

(25) It is further agreed that all signs and advertising displayed in and about the premises shall be such only as advertise the business carried on upon said premises, and that the City of Grosse Pointe Woods and the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of said building unless approved in writing by the Landlord. Further, the Tenant shall obtain any necessary permit as required by the City of Grosse Pointe Woods in connection with the installation of any signs and advertising displayed on the premises.

**Access to
Premises**

(26) The Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary he may demand that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs the Tenant agrees that he will forthwith on demand pay to the Landlord the cost thereof with interest at 10% per annum, and if he shall make default in such payment the Landlord shall have the remedies provided in Paragraph 6 hereof.

Re-Entry

(27) In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to re-enter into, re-possess the said premises and the Tenant and each and every occupant to remove and put out.

**Quiet
And
Enjoyment**

(28) The Landlord covenants that the said Tenant, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

**Expenses-
Damages**

(29) In the event that the Landlord shall, during the period covered by this lease, obtain possession of said premises by re-entry, summary proceedings, or otherwise, or commence legal proceedings because of Tenant's default hereunder, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of said premises, or a judgment against Tenant (including attorney fees and costs, also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.

**Re-Entry
Remedies
not**

(30) It is agreed that each and every of the rights, remedies and benefits 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 by law.

Exclusive

Waiver

(31) One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

**Delay of
Possession**

(32) It is understood that if the Tenant shall be unable to enter into and occupy the premises hereby leased at the time above provided, by reason of the said premises not being ready for occupancy, or by reason of the holding over of any previous occupant of said premises, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Tenant therefor, but during the period the Tenant shall be unable to occupy said premises as hereinbefore provided, the rental therefor shall be abated and the Landlord is to be the sole judge as to when the premises are ready for occupancy.

Notices

(33) Whenever under this lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at his last known Post Office address or at the leased premises and deposited in the mail with postage prepaid and if such notice to the Landlord is in writing addressed to the last known Post Office address of the Landlord and deposited in the mail with postage prepaid. Notice need be sent to only one Tenant or Landlord where the Tenant or Landlord is more than one person.

(34) It is agreed that in this lease the word "he" shall be used as synonymous with the words "she," "it" and "they," and the word "his" synonymous with the words "her," "its" and "their."

(35) The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

(36) N/A

(37) In the event security is given, Paragraph 38 on the last page shall be deemed a part of this lease.

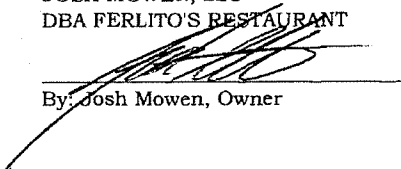
SEE ADDITIONAL PROVISIONS IN THE RIDER ATTACHED HERETO, EXECUTED
BY THE PARTIES AND MADE A PART HEREOF

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

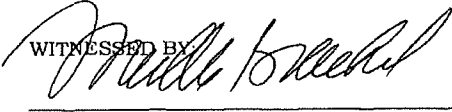
WITNESSED BY:



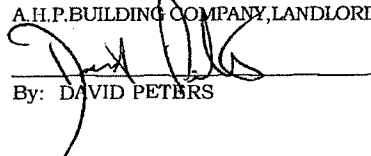
JOSH MOWEN, LLC
DBA FERLITO'S RESTAURANT


By: Josh Mowen, Owner

WITNESSED BY:



A.H.P.BUILDING COMPANY, LANDLORD


By: DAVID PETERS

SECURITY PROVISION
Paragraph 38 (Refer to Paragraph 37 of Lease)

The Landlord herewith acknowledges the receipt of Two Thousand Five Hundred Dollars (\$2,500.00), which he is to retain as security for the faithful performance of all of the covenants, conditions, and agreements of this lease, but in no event shall the Landlord be obliged to apply the same upon rents or other charges in arrears or upon damages for the Tenant's failure to perform the said covenants, conditions, and agreements; the Landlord may so apply the security at his option; and the Landlord's right to the possession of the premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this security. The said sum if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of the Tenant's breach of the covenants, conditions, and agreements of this lease is to be returned to the Tenant when this lease is terminated, according to these terms, and in no event is the said security to be returned until the Tenant has vacated the premises and delivered possession to the Landlord. Landlord shall not be obligated to pay Tenant interest on any security deposit being held by Landlord hereunder.

In the event that the Landlord repossesses himself of the said premises because of the Tenant's default or because of the Tenant's failure to carry out the covenants, conditions, and agreements of this lease, the Landlord may apply the said security upon all damages suffered to the date of said repossession and may retain the said security to apply upon such damages as may be suffered or shall accrue thereafter by reason of the Tenant's default or breach. The Landlord shall not be obliged to keep the said security as a separate fund, but may mix the said security with his own funds.

40. Rent. Commencing with the inception of the lease term, (i.e., March 15, 2015), until the end of the twenty fourth (24th) month (i.e. February 28, 2017) the monthly rental shall be Two Thousand Five Hundred Dollars (\$2,500.00). Further, Tenant agrees to pay all utilities, including water rates, snow removal and landscape service during the entire lease term and during any extension of the lease term pursuant to Paragraph 43 hereof.

Tenant shall pay all rents promptly. Landlord agrees to grant to Tenant a five (5) day grace period with respect to the payment of monthly rent for the first two (2) instances in any 12 month period for which monthly rent is otherwise late. Failure of Tenant to pay all rentals when due, after giving effect to any grace period, will result in a ten percent (10%) late payment fee of the total monthly rental for each full or partial month that the rental is not paid.

41. Taxes. Tenant shall pay to Landlord as additional rental for said premises all increases in real property taxes and assessments that may be assessed with respect to the premises. Landlord shall provide Tenant with notice of such taxes and assessments, and Tenant shall pay such taxes and assessments within thirty (30) days of receipt of such notice.

Taxes and assessments with respect to the first and final years of the lease term thereof shall be prorated accordingly using the Base year being 2014.

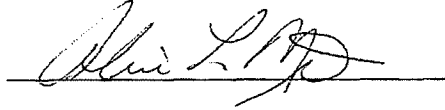
Taxes and assessments with respect to the first and the final years of the lease term or any extensions thereof shall be prorated accordingly.

42. Insurance. The Tenant shall pay all increases the premiums for fire, casualty, liability and any other property insurance carried by Landlord with respect to the premises. Such premium payment shall be made within thirty (30) days of receipt by Tenant of written notice of such premiums. Such premiums with respect to the first and final years of the lease term or any extension thereof will be prorated accordingly.

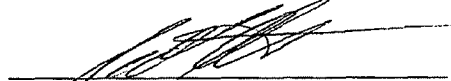
43. Eminent Domain. If the whole or any part of the premises hereby demised shall be taken by any public authority under the power of eminent domain, then the terms of this lease shall cease on that part so taken and on the date of possession rent shall thereon abate. However, in the event that the portion so condemned includes more than twenty-five (25%) percent of the demised premises, then and in that event Tenant shall have the right to terminate this lease at its option as shall Landlord within thirty (30) days of said taking. In the event that the taking shall amount to less than twenty-five (25%) percent of the demise premises then rental shall abate for that portion so taken in a pro rata portion of that amount so taken in total square footage of the demised premises. All damages awarded for such taking shall be awarded as compensation for diminution in value to the fee; provided, however, that the Landlord shall not be entitled to any separate award made to the Tenant for loss of business.

44. License to Do Business. Tenant, at its sole expense, shall apply for and obtain a license to do business with the City of Grosse Pointe Woods prior to occupying the premises and obtain all necessary licenses prior to the sale of any alcoholic beverages.

Witnessed by:

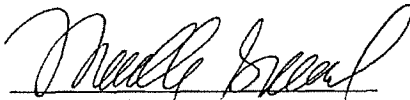


**TENANT: CHEF MOWEN, LLC
DBA FERLITO'S RESTAURANT**


By: Josh Mowen

LANDLORD:

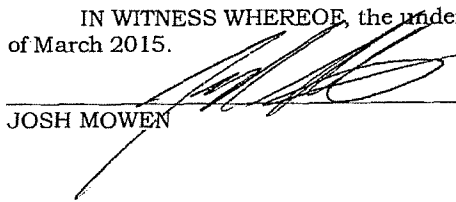
A. H. P BUILDING COMPANY
A MICHIGAN CORPORATION


Witnessed by:
BY DAVID PETERS

PERSONAL GUARANTY

The undersigned, Josh Mowen, in consideration of the foregoing Lease, do hereby guarantee, jointly and severally, 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 for a period of 2 years from the date of commencement of this 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 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 attorneys' fees and litigation costs), that may arise in consequence of Tenant's default. The undersigned hereby waive all requirements of notice of the acceptance of this Guaranty and all requirements of notice of breach or nonperformance by Tenant. This Guaranty is made pursuant to, and shall be interpreted and applied in accordance with, the laws of the State of Michigan.

IN WITNESS WHEREOF, the undersigned have executed this Personal Guaranty this 15th day of March 2015.


JOSH MOWEN

**AGREEMENT REGARDING ISSUANCE, TRANSFER,
OR RECLASSIFICATION OF LIQUOR LICENSE
CITY OF GROSSE POINTE WOODS, MI**

THIS AGREEMENT is entered into this 29th day of January, 2019, between Chef Mowen, LLC, (hereinafter referred to as "Applicant"), and the CITY OF GROSSE POINTE WOODS, a Michigan municipal corporation (hereinafter referred to as "City").

W I T N E S S E T H:

WHEREAS, the Applicant has requested that the City recommend to the Michigan Liquor Control Commission ("MLCC"), approval of the reclassification of a tavern license to a Class C liquor license presently held by Chef Mowen, LLC, at 20745 Mack Avenue, Grosse Pointe Woods, Michigan 48236 and for approval for the Applicant to utilize the Class C license at that location; and

WHEREAS, as of the date of this Agreement, the City has 2 Class C quota liquor license available for possible issuance; and

WHEREAS, there are currently 9 Class C liquor licenses which were previously issued by the City from the City's quota of licenses; and

WHEREAS, as a result of the foregoing, the City has established a policy that it will not issue new Class C. quota liquor licenses; approve transfers of existing Class C quota liquor licenses, or approve reclassifications of existing tavern licenses to Class C licenses whether active or in escrow, or approve transfers of stock with regard to Class C quota liquor licenses, unless the license applicant is willing to abide by the terms of the provisions contained in this Agreement; and

WHEREAS, as an inducement to the City to process and approve its application for the reclassification of the existing tavern liquor license, Applicant is willing to abide by the terms of the policy of the City if the Applicant's request is approved.

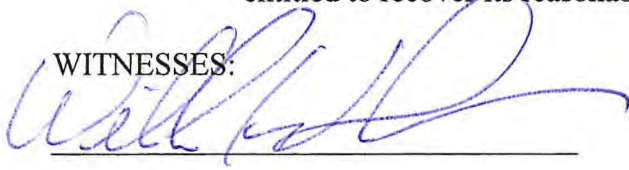
NOW, THEREFORE, in consideration of their mutual promises, the parties agree as follows:

1. The City will in reliance upon Applicant's agreement herein, recommend to the MLCC approval of the reclassification transfer of the above tavern license to a Class C liquor license to be utilized at 20745 Mack Avenue, Grosse Pointe Woods, Michigan 48236.
2. Applicant agrees that if, for any reason except for fire or acts of God, it should discontinue the use and operation of the 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 will return the license to the MLCC and 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 MCLA 436.1531.

3. 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 the license within the boundaries of the City, subject to the approval of the City and the MLCC.
4. In the event the Applicant transfers, sells or assigns its interest in the license and/or business to another person or entity, it shall make the provision, as a requirement of said sale, that the purchaser or purchasers abide by the terms of this Agreement, in writing, or in the alternative, enter into a new agreement with the City under the same terms and conditions as stated herein.
5. The City and the Applicant acknowledge that this Agreement and the covenants and obligations herein are unique, and in the event of default by the Applicant, the City would not be able to adequately compensate in damages. It is therefore agreed that in the event of a default by the Applicant, the City shall have the right to enforce the terms and provisions hereof by an action for specific performance and/or other equitable relief, and if the City prevail in such action, it shall be entitled to recover its reasonable costs and attorney fees.

WITNESSES:



By:



Its:



WITNESSES:

CITY OF GROSSE POINTE WOODS

By:

Bruce Smith

Its:

City Administrator

And By:

Lisa K. Hathaway, CMC

Its:

City Clerk

**AFFIDAVIT IN SUPPORT OF APPLICATION FOR
GROSSE POINTE WOODS LIQUOR LICENSE
ISSUANCE, TRANSFER, OR RECLASSIFICATION AND RELEASE**

1. I understand that I am signing this Affidavit under oath and I hereby swear that I have read and understand all of the information contained in this Liquor License Application. I understand that MCL 436.2003 of the Liquor Code of the State of Michigan makes it a crime to provide a false or fraudulent statement to the Liquor Control Commission.

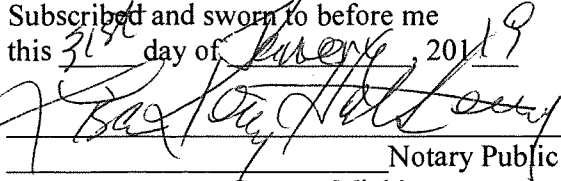
2. I understand that by signing this application, I represent that the information contained in this Affidavit is true regarding not only myself, but, if applicable, any other shareholders, partners, or LLC members involved in this Liquor License Application.

3. In accordance with the requirement of Grosse Pointe Woods Code Sec. 4-24(h) and (i), I hereby state as follows:

(a) I have never been convicted of a felony or crime involving moral turpitude, violence or alcoholic liquor, and I am not disqualified to receive a liquor license by reason of any matter or thing contained in the City of Grosse Pointe Woods Liquor Control Ordinance or the laws of the State of Michigan.

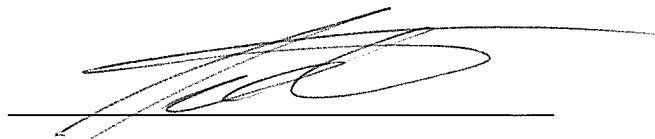
(b) I will not violate any of the laws of the State of Michigan or of the United States or any Grosse Pointe Woods City Ordinance in the conduct of my business involving this Liquor License Application.

4. RELEASE AND INDEMNIFICATION: On a separate form, I have signed an authorization allowing release of information to the City of Grosse Pointe Woods relating to financial matters and criminal history (or the lack of a criminal history) in conjunction with this application. I understand that such information may become part of a public record in conjunction with my application and may be disseminated to third parties in conjunction with the application process. I hereby authorize the City of Grosse Pointe Woods, its Public Safety Department, and its employee, agents and attorneys to obtain, receive, and place on file with the City all documents, accounts, books, records, and other information pertaining to this business. I understand that the information may be subject to re-disclosure by the City of Grosse Pointe Woods and I hereby release and hold harmless the City of Grosse Pointe Woods, its elected officials, appointed officers, employees, attorneys, agents and assigns from any liability relating to disclosure of this information. In the event this application involves background checks of other individuals associated with the business (for example, other shareholders, partners or LLC members), then I hereby indemnify and hold the City harmless from any claims these other individuals may have regarding release of information involved in the application or approval process.

Subscribed and sworn to before me
this 31st day of January, 2019


Notary Public

County, Michigan
Acting in _____ County
My commission expires: _____



Lisa Kay Hathaway
Notary Public - State of Michigan
County of Macomb
My Commission Expires 8/24/2025
Acting in the County of Macomb


AUTHORIZATION FORM IN CONJUNCTION WITH
GROSSE POINTE WOODS LIQUOR LICENSE APPLICATION

1. The undersigned hereby authorizes the City of Grosse Pointe Woods, its Public Safety Department, and City Administration to release information to the City of Grosse Pointe Woods or any of its employees, agents or representatives regarding information which may be required by the City of Grosse Pointe Woods regarding its review of my application for a liquor license.

2. This authorization includes but is not limited to release of information regarding my employment, bank accounts, stock and bond accounts, and other financial matters pertaining to myself and the business known as Ferlito's.

3. This authorization also includes release of information to the City Administration and Public Safety Department regarding a criminal background history search. I hereby consent to this search being conducted and to the disclosure of the results of that search.

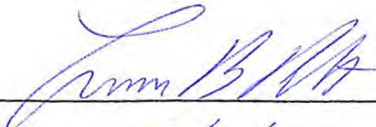
4. A photocopy of this document shall be considered valid as if the original were offered. I understand that information used or disclosed pursuant to this authorization may be subject to re-disclosure by the City in conjunction with my application for a liquor license.



Signature

Joshua Mowen
Type or Print Name

Witness:



Date: 12/6/18

NOTE: All partners, shareholders, LCC members, or other individuals involved the application must sign this authorization.



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

PHILLIP G. ADKISON
KELLY A. ALLEN
ROBERT M. GOLDMAN
JESSICA A. HALLMARK
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:
KEVIN M. CHUDLER
SARAH J. GABIS
LINDA S. MAYER

November 21, 2018

VIA ELECTRONIC MAIL

Lisa Hathaway, Clerk
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, Michigan 48236

**Re: Chef Mowen, LLC
20745 Mack Ave, Grosse Pointe Woods
Request to Reclassify Tavern Liquor License to a Class C Liquor License**

Dear Ms. Hathaway:

We represent Chef Mowen, LLC ("Chef Mowen") in liquor licensing matters. Chef Mowen currently holds a Tavern License located at 20745 Mack Ave, Grosse Pointe Woods. Chef Mowen is owned and operated by Joshua Mowen and does business as Ferlito's Family Dining ("Ferlito's"). Chef Mowen was formed on October 13, 2014 to own and operate Ferlito's, an Italian restaurant. Chef Mowen opened its business in June 2015. Ferlito's was previously operated by another operator with the Tavern License since 2004.

Ferlito's currently operates as an Italian restaurant offering beer and wine with its Tavern License. Chef Mowen is requesting to reclassify the existing Tavern License to a Class C Liquor License to include spirits. The addition of spirits will allow Ferlito's customers a full-service restaurant experience. Ferlito's will complete minor renovations which should be completed in early December.

The hours of operation will be Monday-Saturday from 4:00 p.m. to 10:00 p.m. and Sundays from noon to 9:00 p.m. unless there is customer demand to extend the hours. Ferlito's has seating for 75 patrons which includes 4 proposed seats at the bar. Ferlito's has 6 full-time and 15 part-time employees.

The previous owner of Ferlito's applied for, and was granted, a Tavern License from the City of Grosse Pointe Woods (the "City"). The Tavern License allows for the sale and service of beer and wine, only, for consumption on the licensed premises.

The Tavern License was originally issued in 2004. The State of Michigan's legislative scheme for issuing on-premise liquor licenses is based on a quota system. An on-premise license allows for the sale, service, and consumption of alcohol on the licensed premises. On-premise licenses have many classifications; however, the following are relevant to this application:

- Class C (beer, wine, and spirits); and
- Tavern (beer and wine, only).

The quota for on-premise licenses in each municipality is such that one (1) on-premise license may be issued for every 1500 people in the municipalities' population. In the City, the quota is 11 and 9 of the available quota licenses have been issued. There are 2 quota, on-premise licenses remaining for the City to issue.

A Tavern License is a reclassification, or a "subset," of a Class C Liquor License. The Ferlito's license was originally issued as one of the City's quota on-premise licenses as a Tavern License. Now, the Tavern License holder, Chef Mowen, is asking for the City's approval to reclassify this license from a Tavern License to a full Class C Liquor License. The Michigan Liquor Control Commission ("MLCC") requires the City's approval of the reclassification. The reclassification will result in the SAME license being reclassified from a Tavern License to a Class C Liquor License. The reclassification does not in any way affect the availability of the City's remaining quota licenses, or the City's ability to issue these licenses.

Since Chef Mowen is applying to reclassify the Tavern License to a Class C Liquor License, the MLCC requires the City's approval of the reclassification of the license prior to the MLCC's determination that Chef Mowen's application is complete. Accordingly, enclosed for the City's consideration is the proposed MLCC form LCC-106, which is the resolution recommending the approval of the reclassification of the Tavern License to a Class C Liquor License.

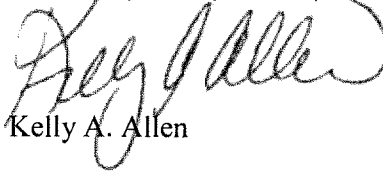
Enclosed are the following documents for the City's consideration:

- Description of Applicant and Business with Floor Plan;
- Applicant's Review Factors Pursuant to Chapter 4, Article 2, Section 4-24 (6) of the City's Ordinance; and
- Main Menu, Specials, Catering Menu, and Drink Menu.

Our client Joshua Mowen will hand-deliver the required \$2,500.00 application fee directly to your office. We look forward to working with you on this matter. Please contact me or my legal assistant, Laura Peters, if you have any questions. Thank you for your assistance in this matter.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC

A handwritten signature in dark ink, appearing to read "Kelly A. Allen", is written over the printed name.

Kelly A. Allen

/lbp
Enclosures

cc: Chip Berschback
Joshua Mowen



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 1-866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC use only)

Local Government Approval

(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ City of Grosse Pointe Woods _____ council/board
(regular or special) (township, city, village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Chef Mowen, LLC
(name of applicant)

for the following license(s): Reclassification of a Tavern license to a Class C license
(list specific licenses requested)

to be located at: 20745 Mack Ave Grosse Pointe Woods, MI 48236

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____ (township, city, village)
(regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

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

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

Fax to: 517-763-0059

CHEF MOWEN, LLC

Class C Application

The Applicant

Chef Mowen, LLC (“Chef Mowen”) is owned and operated by sole member Joshua Mowen. Chef Mowen does business as Ferlito’s Family Dining (“Ferlito’s”) which holds a Tavern License. Chef Mowen was formed on October 13, 2014 to own and operate Ferlito’s, an Italian restaurant, located at 20745 Mack, Grosse Pointe Woods. Chef Mowen opened its business in June 2015. Ferlito’s was previously operated by another operator with the Tavern License since 2004.

Mr. Mowen is 32 years old and was born in Detroit. He resides at 24313 Culver Street, St. Clair Shores. Mr. Mowen has never been convicted of a crime. Chef Mowen has operated this licensed business without any Michigan Liquor Control Commission (“MLCC”) citations.

Mr. Mowen’s vast experience in the alcoholic beverage industry will be an asset to the continued operation of Ferlito’s in Grosse Pointe Woods.

Mr. Mowen and Chef Mowen LLC will comply with all of the laws of the State of Michigan, of the United States, and any ordinance of the City of Grosse Pointe Woods.

The Tavern License

The previous owner of Ferlito’s applied for, and was granted, a Tavern License from the City of Grosse Pointe Woods (the “City”). The Tavern License allows for the sale, service, and consumption of beer and wine, only, on the licensed premises.

The Tavern License was originally issued in 2004. The State of Michigan’s legislative scheme for issuing on-premise liquor licenses is based upon a quota system. An on-premise license allows for the sale, service, and consumption of alcohol on the licensed premises. On-premise licenses have many classifications; however, the following are relevant to this application:

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License. Now, the Tavern License holder, Chef Mowen, is asking the City's approval to reclassify this license from a Tavern License to a full Class C Liquor License. The MLCC requires the City's approval of the reclassification. The reclassification will result in the SAME license being reclassified from a Tavern License to a Class C Liquor License. The reclassification does not in any way affect the availability of the City's remaining quota licenses, or the City's ability to issue these licenses.

Business

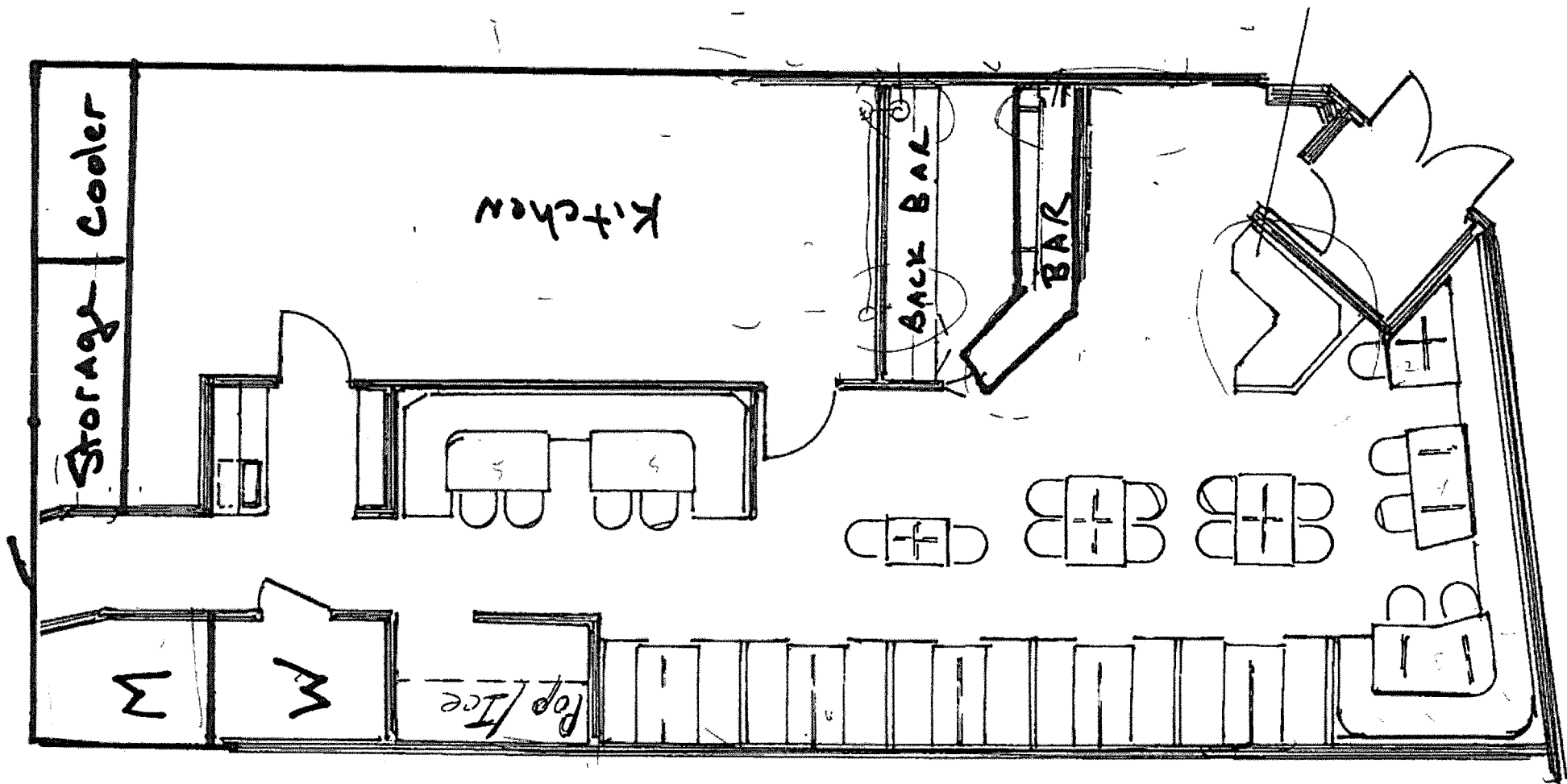
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The hours of operation will be Monday-Saturday from 4:00 p.m. to 10:00 p.m. and Sundays from noon to 9:00 p.m. unless there is customer demand to extend the hours. Ferlito's has seating for 75 patrons which includes 4 proposed seats at the bar. Ferlito's has 6 full-time and 15 part-time employees.

The Site

Chef Mowen has a lease with landlord AHP Building Company. There will be minor renovations to the building to add a small bar and revise the menu to include spirits. The cost of the renovations will be paid for from business income and sales. Ferlito's is located on Mack, north of Vernier. It is expected that the minor renovations will be completed by early December to include the bar area.

The area in which Ferlito's is located is a commercial area and does not have a church within 500 feet. Charles A. Parcels Middle School may be within 100 feet of the premises. Attached is the floor plan with seating layout including the location of the bar.



5
FERLITO'S/MACK
G.P.W.

Italian Specialties by the Tray Full trays serve 20 - Half Trays serve 10

	FULL	HALF		FULL	HALF
Lasagna	\$100.00	\$55.00	Cheese Tortellini Alfredo	\$90.00	\$50.00
Vegetable Lasagna	\$90.00	\$55.00	Italian Lemon Chicken	\$85.00	\$45.00
Palomino Mostaccioli	\$70.00	\$40.00	Chicken Siciliano	\$90.00	\$50.00
Mostaccioli	\$60.00	\$35.00	Chicken Parmesan	\$90.00	\$50.00
(Full Tray w/Melted Cheese add \$10.00)			Roasted Herb Chicken	\$85.00	\$45.00
(Half Tray w/Melted Cheese add \$5.00)			Fried or BBQ Chicken	\$85.00	\$45.00
Italian Sausage & Peppers	\$75.00	\$40.00	Chicken Marsala	\$100.00	\$55.00
Meat-Filled Cannelloni	\$80.00	\$45.00	Chicken Piccata	\$100.00	\$55.00
Cheese-Filled Manicotti	\$80.00	\$45.00	BBQ Baby Back Ribs	\$120.00	\$65.00
Meat Ravioli	\$80.00	\$45.00			
Cheese Ravioli	\$80.00	\$45.00	Meatballs w/meat sauce, per dozen	\$20.00	
Eggplant Parmesan	\$60.00	\$35.00	Meat Sauce, quart	\$7.95	
Gnocchi	\$80.00	\$45.00	Tiramisu - Serves 12-16	\$45.00	
Fettucine Alfredo	\$85.00	\$45.00			

Ferlito's

R E S T A U R A N T

Catering Menu

20745 Mack Avenue
Grosse Pointe Woods, MI 48236
(313) 882-1600, ext. 2
(during non-restaurant hours)

Dine-In Hours
4 - 10 - Monday - Saturday
12 - 9 - Sunday

Please allow 48 hours notice
on catering orders.



PoliteaAlarm



I SHOP GP

Thank You!

Like us on

www.ferlitos.com

Follow us on

DAILY SPECIALS

(includes Soup or Salad)

MONDAY (2 for \$20 Pasta)

Chicken Joseph \$15

Sauteed chicken with a wild mushroom mix in a creamy lemon white wine sauce with dried Michigan cherries served over angel hair pasta

TUESDAY (½ Off Bottles of Wine)

Penne Paradiso \$16

Sauteed chicken and shrimp with spinach and sun-dried tomatoes in a sherry cream sauce over penne pasta

WEDNESDAY (Family Feast Special)

Chicken Melanzane \$15

Sauteed chicken breast topped with sliced breaded eggplant and provolone. Served with amougue white wine sauce over angel hair pasta

THURSDAY (\$3 Draft Special)

Veal Cutlet Siciliano \$15

Fresh sliced veal with Italian breadcrumbs over garlic oil angel hair pasta topped with amougue sauce

FRIDAY

8oz. Filet MP

Chargilled and served with chef's seasonal presentation

SATURDAY

Veal Florence \$18

Sauteed veal with spinach, mushrooms, and whole peeled tomatoes in a savory wine sauce over fettuccine pasta. Topped with melted mozzarella

SUNDAY

Chicken Saltimbocca \$14

Sauteed chicken with sliced prosciutto, spinach and sage topped with Beecher's Flagship gruyere

DESSERTS

CANNOLI (limited availability)

Bommarito Bakery's™ homemade specialty - with custard filling, dipped in chopped nuts, topped with powdered sugar \$4

TIRAMISU

Vanilla custard with mascarpone, espresso, and frangelico whipped cream \$6

KEY LIME PIE (limited availability)

Chef's Specialty - graham cracker crust, key lime custard topped with whipped cream and lime zest \$6

À LA MODE

Vanilla bean ice cream \$2

CHOCOLATE BAR CAFÉ™

Handmade cakes and more \$5
Ask your server for details

CHOCOLATE CREAM PIE

Chocolate pudding topped with whipped cream \$4

BANANA CREAM PIE

Banana pudding with fresh sliced bananas topped with whipped cream \$4

Ferlito's
R E S T A U R A N T



DINNER PACKAGES

10 PERSON MINIMUM

Choice #1

One pasta, salad, bread

\$6.95 per person

Choice #2

One entrée, one pasta

\$7.95 per person

Choice #3

Two pastas, salad, bread

\$9.95 per person

Choice #4

One entrée, one pasta, salad, bread

10.95 per person

Choice #5

Two entrees, one pasta, salad, bread

\$14.95 per person

All choices are subject to price changes depending on substitutions. **Requires Upcharge

Ask about our in-house catering options and times. No room fees!

Entrée Choices

- Chicken Siciliano w/Amoigue
- Chicken Parmesan
- Chicken Piccata
- Chicken Marsala
- Roasted Herb Chicken
- BBQ Chicken
- Italian Lemon Chicken
- Salmon - Lemon Dill**
- Salmon - Plum Tomato Balsamic**
- Eggplant Parmesan
- Eggplant Rollotini** stuffed w/Ricotta cheese
- Roast Beef** w/Au Jus
- Baby Back Ribs**
- Fresh Veal Cutlet**

Pasta Choices

- Penne
- Linguine
- Spaghetti
- Fettuccine
- Lasagna**
- Gluten Free**
- Whole Wheat**
- Cannelloni**
- Manicotti**
- Gnocchi**
- Cheese Tortellini**
- Beef/Cheese Ravioli**

Sauces

- Marinara
- Ragu
- Garlic & Oil
- Alfredo **
- Palomino **
- Pesto Basil **

Salads

\$2.95 per person

- Antipasto Salad**
- House Salad
- Caesar Salad
- Caprese Salad**
- Pasta Salad

Dressing: Ranch, Italian, Balsamic Basil

Sides / Vegetables

\$2.50 per person

- Roasted Redskins
- Roasted Mixed Vegetables
- Italian Green Beans
- Green Bean Almondine
- Garlic Mashed Potatoes
- Cole Slaw
- Carrot Raisin Rice
- Macaroni & Cheese
- Meatballs
- Italian Sausage Links**
- Fries

Appetizers

\$2.95 per person

- Hand Made Mini Meatballs
- Bruschetta
- Italian Sausage & Peppers**
- Grilled Prosciutto & Asparagus
- Fruit/Veggie Tray**
- Cheese/Cracker/Meat Tray**
- Sandwich Wraps - Italian
- Veggie

Breads

\$1.50 per person

- House Bread
- Ciabatta
- Italian Bread
- Seprata

Desserts

- Cannoli - \$2.95 per person
- Mini Cheesecakes - \$3.95 per person
- Tiramisu

NOTICE: *Can be cooked to order. *Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness.

Wine

White

	Glass	Bottle
Grayson Cellars Chardonnay, CA Fruit forward, hint of oak, rich and smooth	7.50	27.00
Bel Lago Leelanau Primavera, MI Sweet, ripe tropical fruit, crisp and semi-dry	7.50	27.00
Bel Lago Leelanau Riesling, MI Medium sweet with tropical fruits and mineral notes	8.00	28.00
Satellite Sauvignon Blanc, Marlborough NZ Hints of grapefruit and herbs with a fresh clean finish	7.50	27.00
Peter Zemmer Pinot Bianco, Trento, Italy Fruit, full-bodied with fresh acidity	8.00	28.00
Ruby Donna Moscato, Nv, Piedmont Sweet, ripe fruit flavors- Dessert wine	8.00	28.00
Kermit Lynch Tintero Langhe, Arneis, Italy Delicate oroma, pleasant mineral notes with a dry taste	8.00	28.00
Cieck Erbaluce di Caluso, Italy Crisp apple flavors, medium dry	8.00	28.00

Red

Castle Rock Pinot Noir, CA Flavors of black cherry, plum, and spice with mild tannins	7.50	27.00
Dama Montepulciano, Abruzzi, Italy Rich and bold with flavors of blackberries and plum	7.50	28.00
eMezzo Primitivo Del Salento Ruby red wine full of flavors of red fruits with a hint of spice	8.00	28.00
Red - Grayson Cellars Cabernet Sauvignon, CA Chocolate notes with smooth fruity finish	7.50	26.00
Remo Farina, Valpolicella Ripasso, Tuscany, Italy Bold dark notes, hints of fruits and pepper	7.50	28.00
Bramosia Chianti Clasico, Italy Youthful and fruity, elegant finish	7.50	26.00
Barbanera Serpassa Toscana Sangiovese, Italy Fresh, fruity flavors with a taste of oak and spice	7.50	28.00

House

Red - Vintners Reserve/Black Ridge Merlot, CA Fresh raspberry aroma with herbal accents	6.50	24.00
White - Della Scala Pinot Grigio, Italy Fresh, clean taste with crisp finish	6.50	24.00
White - Estrella White Zinfandel, CA Ripe fruit flavor with a touch of sweetness	6.50	24.00

BEER

DRAFT

	Pint
Stella Artois	5.00
Seasonal (Ask Server)	4.50
MI Craft (Ask Server)	4.50

BOTTLE

Bud Light	3.00
Miller Light	3.00
Blake's Hard Cider Flannel Mouth GF	3.25
Moretti, Italian	3.50
Budweiser	3.00
Michelob Ultra	3.50
Frankenmuth Pilsner	3.50
Goose Island "312"	3.50
Non-Alcoholic	3.50
MI Craft (Ask Server)	5.00

BEVERAGES

Coffee or Tea	2.25
Iced tea or lemonade	2.25
2% white or chocolate milk	2.25
Hot chocolate	2.25
Apple juice	2.00

Hand Crafted Detroit City Soda	2.25
Woodward Ave. Cola	
Campus Martius Lemon Lime	
Mator City Root Beer	
Tiger Town Rock & Rye	
Diet Cola	

Ferlito's
RESTAURANT



Ferlito's

R E S T A U R A N T



APPETIZERS

BREADED VEGETABLE	8
Fresh cut hand-breaded zucchini or eggplant with marinara sauce	
MOZZARELLA CHEESE STICKS	9
Hand breaded mozzarella sticks served with marinara sauce	
BREADED CHEESE RAVIOLI	8
Hand breaded ravioli fried and served with marinara sauce	
BREADED CALAMARI	12
Lightly breaded calamari with capers and buttery amougue wine sauce	
MUSSELS	13
1 pound of sauteed mussels, artichokes, with a lemon caper white wine sauce and toast points	
BRUSCHETTA	10
Toast points served with seasonal fresh tomatoes, onions, garlic, basil, and a balsamic glaze	
PARMA ASPARAGUS	10
Grilled wrapped asparagus with sweet goat cheese and prosciutto Topped with a balsamic glaze	
ARANCHINI	10
Garlic parmesan risotto, Italian breadcrumbs stuff with burrata and served with marinara sauce	

SOUPS & SALADS

	Cup	Bowl
HOMEMADE CHICKEN SOUP	3	5
HOMEMADE MINESTRONE	3	5
ZUPPA DEL GIORNO	3	5
HOUSE SALAD	Small 4	Large 8
Iceberg and Romaine mix, cherry tomatoes, pepperoncini, red onion, garbanzo beans, and cucumber		
CAESAR SALAD	11	
House Caesar dressing tossed with romaine lettuce, home-made croutons, and shaved parmesan		
ANTIPASTO SALAD	12	
House mixed lettuce, tomato, ham, salami, pepperoni, cheese, garbanzo beans, onions, pepperoncini, and black olives		
MICHIGAN CHERRY SALAD	12	
Mixed greens, grilled chicken, red onion, dried cherries, walnuts, gorgonzola and bacon jam vinaigrette		
BURRATA SALAD	10	
Seasonal fresh tomatoes with roasted garlic, basil pesto oil, balsamic glaze, and toast points		

ADD TO ANY SALAD

Chicken - \$4 Shrimp or Salmon \$6

SIDES

FRENCH FRIES (parmesan)	4
GARLIC TOAST	3
SPAGHETTI	3
HOUSE VEGETABLES	3
ROASTED RED SKINS	3

ENTREES

(Includes Soup or Salad)

*NEW YORK STEAK - 14 oz.	30
Premium Black Angus New York grilled and served with choice of side dish	
SICILIANO (amougue sauce upon request)	add 2
 (Amougue Sauce: Roma tomatoes, extra virgin olive oil, and fresh garlic with herbs)	
*ROSEMARY AUSSIE LAMB CHOPS	25
Chargrilled and served with garlic parmesan risotto and house vegetables	
FRESH ATLANTIC SALMON	MP
Chef's daily presentation (Ask server for details)	
*DUROC TOMAHAWK PORK CHOP	25
Grilled 14oz tomahawk chop served with garlic parmesan risotto and house vegetables	
VEAL CUTLET MARSALA	19
Fresh veal sauteed with a wild mushroom blend, shallots, and sweet Marsala wine sauce Served with choice of side dish	
VEAL CUTLET PICATTA	19
Fresh veal sauteed with a wild mushroom blend, garlic, artichoke hearts, capers, and a lemon wine sauce Served with choice of side dish	
VEAL CUTLET PARMESAN	18
Fresh veal breaded with Italian breadcrumbs, topped with meat sauce, and baked with mozzarella Served with choice of side dish	
 BABY BACK RIBS	
House dry rubbed and cooked tender with homemade BBQ sauce Served with fries	
WHOLE SLAB	25
HALF SLAB	16
CHICKEN PICATTA	16
Sauteed with a wild mushroom blend, garlic, artichoke hearts, capers, and lemon wine sauce Served with choice of side dish	
CHICKEN MARSALA	16
Sauteed with a wild mushroom blend, shallots, and sweet Marsala wine sauce Served with choice of side dish	
CHICKEN SICILIANO	16
Boneless chicken breast breaded with Italian breadcrumbs, a hint of lemon, served with amougue sauce Served with choice of side dish	
CHICKEN PARMESAN	16
Boneless breast with Italian breadcrumbs, topped with meat sauce and melted mozzarella Served with choice of side dish	
EGGPLANT ROLLOTINI	16
Breaded eggplant stuffed with ricotta cheese, spinach and basil, topped with marinara sauce and shaved parmesan Served with choice of side dish	

SMALLER PLATES

BAKED LASAGNA (marinara vegetarian option)	9
EGGPLANT PARMESAN	8
Add side of spaghetti - 2	
VEAL or CHICKEN PARMESAN	9
Add side of spaghetti - 2	
MANICOTTI	9
RAVIOLI cheese or meat with a meatball	9
SPAGHETTI with a meatball	8
ADD SOUP OR SALAD - \$3	

PASTA

(includes Soup or Salad)

YOUR CHOICE PASTA	12
Linguini, Spaghetti, Fettuccine, Penne, or Angel Hair with meat sauce or marinara sauce	
GF GLUTEN-FREE PASTA / WHOLE WHEAT PASTA	add 2
PENNE PESTO	16
Basil pesto cream sauce with sauteed wild mushrooms and roasted cherry tomatoes	
TORTELLINI PALOMINO	17
Cheese tortellini with alfredo and marinara sauce mix	
FETTUCCINE ALFREDO	15
Blend of imported parmesan, romano cheese, and cream	
PASTA PRIMAVERA	15
Fresh mix of daily vegetables tossed with olive oil, garlic, and Gouda cheese over penne pasta	
SHRIMP PORTOFINO	19
Roasted garlic alfredo with spinach and sauteed shrimp over cheese ravioli	
LINGUINI CON VONGOLE (clam sauce)	17
White - olive oil, garlic, white wine, cream, parmesan	
Red - olive oil, garlic, white wine, marinara sauce	

ADD TO ANY ORDER

Melted Mozzarella Cheese, Palomino, Alfredo, Basil Pesto Cream
Two Meatballs or Italian Sausage - \$3
Chicken - \$4 · Shrimp or Salmon - \$6

GF = GLUTEN-FREE

OLD FAVORITES

(includes Soup or Salad)

OUR TRADITIONAL BAKED LASAGNA	15
Layered with mozzarella, provolone, fresh ricotta cheese, and our house marinara sauce. Topped with meat sauce or marinara sauce (vegetarian option)	
VEAL PARMESAN	14
Veal patties topped with meat sauce and melted mozzarella Served with choice of side dish	
SICILIAN SAMPLER	17
Lasagna, 3 Ravioli, 1 Meatball, and Rinaldi™ Italian Sausage with side of spaghetti	
RAVIOLI	15
Cheese or beef stuffed ravioli with meat sauce or marinara sauce	
MANICOTTI	15
Rollled noodles stuffed with rich ricotta cheese, topped with melted mozzarella and marinara sauce	
EGGPLANT PARMESAN	14
Topped with marinara sauce and melted mozzarella Served with choice of side	
GNOCCHI	13
Italian potato dumpling topped with meat sauce	

SANDWICHES

CHEF'S BURGER	14
Chop house blend on a brioche bun with house aioli, bacon jam, bread & butter pickles, topped with Beecher's Flagship gruyere. Served with parmesan fries	
1/2 lb. HAMBURGER	10
1/2 lb. Chop house blend - brisket, ribeye and short rib. Served with romaine, tomato, onion, and pickles	
Add fries - \$2 Add cheese, bacon, mushrooms, or sauteed onions - \$1	
ITALIAN SANDWICH	10
Genoa salami, pepperoni, Dearborn™ smoked ham, lettuce, tomato slices, red onions, banana peppers, provolone cheese, and house aioli. Served hot on ciabatta with house dressing	
MEATBALL SUB	9
Served on an Italian bun with melted mozzarella, meatballs, and marinara sauce	
CHICKEN PARMESAN SANDWICH	10
Breaded or grilled boneless breast, topped with meat sauce, mozzarella, house aioli, and basil, on ciabatta	

ADD SOUP OR SALAD - \$3

FERLITO'S CRAFT PIZZA

OUR HAND TOSSED ROUNDS	6 pc. S ●	10 pc. L ●
Pizza with Cheese	7.5	9.5

PIZZA TOPPINGS

Veggies - Small .75 each — Large 1.00 each

Mushrooms, Green Pepper, Onions, Black Olives, Green Olives,
Seasonal Tomatoes, Pineapple, Mild Yellow Peppers, Spinach,
Artichoke Hearts, Roasted Red Peppers, Roasted Garlic.

Meats - Small 1.50 each — Large 2.00 each

Pepperoni, Dearborn™ Smoked Ham, Rinaldi™ Italian Sausage,
Hamburger, Bacon, Chicken, Anchovies.

CHICAGO STYLE - DEEP DISH ROUND PIZZA

Our blend of 4 delicious cheeses, fresh garlic, and one topping
8 cheesy slices \$16

MARGHERITA	Small 11	Large 13
Fresh basil, seasonal tomatoes, and fresh mozzarella		
WHITE	Small 13	Large 16
Alfredo sauce, roasted garlic, mozzarella, provolone, chicken, and spinach		
CHICKEN PESTO	Small 13	Large 16
Basil pesto sauce, seasonal tomatoes, roasted garlic, and fresh ricotta		
SMOKED GOUDA BBQ CHICKEN	Small 13	Large 16
Smoked gouda, mozzarella, sweet red onions, pineapple, bacon, and House BBQ sauce		
SUPREME	Small 13	Large 16
Cheese, pepperoni, Dearborn™ Smoked Ham, black olives, mushrooms, green peppers, and onions		
(No substitutions)		
3-CHEESE CHEESY BREAD		9
With fresh ricotta, mozzarella, provolone, and garlic butter		

STUFFED PIZZA

8 slices stuffed with our blended cheese and one topping with a garlic Parmesan butter
8 slices \$17

For Tables of 8 or more an 18% gratuity will be added.

NOTICE: *Can be cooked to order. **Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness.

Like us on



www.ferlitos.com

Follow us on




CITY OF GROSSE POINTE WOODS

Office of the City Administrator

Memorandum

RECEIVED
JAN 11 2019
gpl

DATE: January 11, 2019
TO: Mayor and Council
FROM: Bruce Smith 
SUBJECT: Liquor License Application – Ferlitos – 20745 Mack

After review of the reports and recommendations of the Building Department and the Public Safety Department, I concur with the opinions of Building Inspector, Gene Tutag, and Public Safety Director, John Kosanke. There isn't any information discovered during their investigations that would leave me to recommend disapproval of the application. I would note that the original Tavern License which was approved by the State Liquor Control Commission was not brought before the City Council. Michigan law is clear the L.C.C. has the sole determination in approving or disapproving an application.

CITY OF GROSSE POINTE WOODS

Liquor License Application Review Factors

APPLICANT: Joshua Mowen for Ferlito's Restaurant

ADDRESS: 20745 Mack Ave

		COMMENTS
	Application Documentation	
1	Application (Includes MLCC Forms)	Yes all included in packet
2	Written Statement (Hours of operation, menu, staff, review factors)	Yes- hours, Yes- Menu, Yes- staff
3	Legal Description of Property	
4	Authorization Form (background investigation)	See #13 Form is included in the packet
5	Type of license desired (Transfer/New Class C)	Yes, transfer of Tavern to Class "C"
6	Non-Refundable Fee (Transfer \$500, New Application \$2,500)	
7	Map church/schools within 500'	
8	Statement re: commencing/completing construction	
9	Proposed restaurant improvement plan/development goals	
10	Copy of MLCC files/records pertaining to applicant, its investigation of the applicant and previous and existing liquor licenses issued to the applicant that he had/has an interest in	See attached letter from Detective Chalut
11	Proof of Financial Responsibility (LC-95), includes liquor liability	Yes-not filled out states on file with MLCC
12	Agreement Regarding Issuance or Transfer of Class C Liquor License	Yes- included in the packet
13	Authorization Form in Conjunction with GPW Liquor License Application	Yes-Form is included in the packet
14	Affidavit in Support of Application for GPW Liquor License Issuance or Transfer and Release	Yes-Affidavit is included in the packet
	Council Action	
1	Physical alterations subject to approval in accordance with state and local regs.	
2	Take other appropriate action in discretion of the City Council	
3	A person whose liquor license has been revoked or not renewed for cause under this article, or a comparable city, or township ordinance, or state law whether in Michigan or otherwise.	
	Criteria	
1	Appropriate relationship between buildings and land uses	
2	Input from residents and surrounding business owners.	
3	Impact of the establishment on surrounding businesses and neighborhoods.	
4	Pedestrian movement (traffic)	No pedestrians accident reported within last two years
5	Vehicular movement (traffic)	(1) Accident in 2017 and (3) in 2018-No issues
6	Parking availability	
7	Number of seats/occupancy per given area (block, intersection)	
8	Substantial renovation of existing buildings	
9	Concentration of drinking establishments and impact on policing requirements	(4) other drinking estab. Within half mile-No issues
10	Ratio of food to alcohol sales (50%)	

CITY OF GROSSE POINTE WOODS

Liquor License Application Review Factors

11	Type or character of the establishment, e.g. dining, nightclub, hotel, dance club	
12	Diversification of the type of entertainment in the CBD or throughout the City.	
13	Overall benefit of the plan to the City.	
14	Any other factors that may effect the health, safety and welfare or the best interest of the community	
15	Financial status and ability to build/operate the proposed facility	
16	Past criminal convictions of the applicant for crimes involving moral turpitude, violence or alcoholic liquors	No past criminal convictions for applicant
17	Effect that the issuance of a license would have upon the economic development (land uses) of the surrounding area	
18	Uniqueness of the proposed facility when contrasted against other existing or proposed facilities	
19	The permanence of the establishment in the community as evidenced by the proposed/actual commitments made by the applicant	
20	Such other considerations as the Council may deem proper, provided such considerations are reasonable under all of the circumstances	
21	Licensed restaurant establishment	Yes-See copy of license. Attached with this packet.
22	Approval of the county health department	Yes-See copy of license. Attached with this packet.
23	Maintain restaurant seating capacity limits	Yes-Follows appropriate seating capacity
24	Consideration will be given to the effect the proposed location would have in contributing to the economic stability or revitalization of areas within the City	
25	Construction start within six months after the issuance of a license, unless specifically altered by the City Council, at which time the progress of the applicant in meeting all of the above stated conditions be reported to the Council	
26	No floor plan, bldg elevation, site plan, seating arrangement, kitchen layout or other pertinent facts, drawings or documents submitted at the time of their approval may be changed, unless it is a reasonable improvement in design or service function of the facility, at such time the applicant seeks approval at any of the other administrative division of the City nor upon final construction of bldgs or alterations of them	
27	The possibility of a consequent significant cost burden on the City	

RECEIVED

JAN 23 2019

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

CHARLES T. BERSCHBACK

ATTORNEY AT LAW
24053 EAST JEFFERSON AVENUE
ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400
FAX (586) 777-0430
blbwlaw@yahoo.com

CHARLES T. BERSCHBACK

DON R. BERSCHBACK
OF COUNSEL

January 23, 2019

The Honorable Mayor and City Council
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE. Chef Mowen LLC

Dear Mayor and Council:

I have reviewed the request to reclassify an existing tavern license to a Class C license submitted by the owner of Ferlito's Restaurant. I have also reviewed the Memos supplied by the City's department heads and the review factors listed in our Code Section 4-24.

The existing tavern license is one of the two quota licensees that were given to Ferlito's and Bucci's in 2004. I have confirmed with the LCC Licensing Department that this request for a reclassification will not have any effect on the City's two remaining quota licenses.

It appears that the City was never notified of the transfer from Ferlito's to Chef Mowen LLC. The applicant has signed the required agreements and Affidavits regarding this request, including the agreement the City created in 2004 making clear that with respect to a quota license, if the licensee discontinues use of the license in excess of 90 days, the licensee is required to return the license. See attached Agreement.

It is the prerogative of Council to either approve or deny the request for reclassification. If the Council wishes to approve the request, the applicant has submitted the required LCC "Local Government Approval" form. If disapproved, the Motion and Resolution should state the reasons for disapproval. If you have any questions, please call.

Very truly yours,


CHIP BERSCHBACK

CTB:nmg

cc: Bruce Smith
Lisa K. Hathaway



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

RECEIVED

JAN - 9 2019

Date: January 10th, 2019

To: Bruce Smith, City Administrator

From: John G. Kosanke, Director of Public Safety


Subject: Ferlito's liquor license transfer

Ferlito's restaurant is requesting to transfer their tavern license to a class "C" liquor license. I have completed my portion of the Liquor License Application Review factors.

I do not find anything that would prevent the transfer of the license. Mr. Mowen has owned Ferlito's since 2014. The public safety department has only responded to the establishment for an occasional alarm. The corner which the business is adjacent to has a very low accident rate for pedestrian and motor vehicles.

I am recommending the transfer of the license.

December 28, 2018

TO: Dir. John Kosanke
FROM: Det. Anthony Chalut 

SUBJECT: FERLITO'S TRANSFER OF LIQUOR LICENSE CLASSIFICATION

Per your instructions I consulted the Mich.gov website which spelled out the requirements that are necessary to complete this transfer of classification. According to Liquor Control Commission's guidelines, our city council is required to approve such a transfer. We are not, however, required to do a background investigation of the license holder (see attached MLCC requirement sheet). I also spoke with MLLC Agent Bussing who confirmed this information.

The Liquor Control Commission does require that you or a department representative render an opinion as to this transfer. With that being said I have completed a CLEMIS search of the license holder, Joshua Mowen. According to CLEMIS there have been multiple contacts with Mr. Mowen but all of a prosaic nature; alarm calls, equipment violations, parking citations, etc. When Mr. Mowen was a younger man he was detained by the Grosse Pointe Park Public Safety Department, along with 24 other minors, at an underage drinking house party. He was also cited by our department in January of 2006 for minor in possession.

I have not found any information that would preclude the applicant from this transfer.



CITY OF GROSSE POINTE WOODS DEPARTMENT OF PUBLIC SAFETY

Date: 01/04/2019
To: Director John Kosanke
From: Sgt. Joseph Provost #S-5
Subject: Ferlito's Inspection

Director,

On 12/27/2018, I went to Ferlito's to gather the data needed for an Occupancy Calculation. After gathering the data, I have calculated the total occupancy for the business to be 85 persons. The restaurant has seating for 76 people, of which 49 spaces are considered fixed seating and 27 are non-fixed seating. The remaining 9 positions are calculated from space for the kitchen staff, front desk staff and waiting customers.

Additionally, Ferlito's does have a valid certificate from the Wayne County Department of Health, and a current Grosse Pointe Woods Business License. I have attached photographs of both documents. Lastly, I conducted a Fire Inspection of the location, and no violations were found.

Respectfully,

A handwritten signature in black ink, appearing to read "Sgt. Provost", with a stylized flourish at the end.

Sgt. Joseph Provost
Fire Inspector/Investigator



City of Grosse Pointe Woods
Department of Public Safety
JOHN G. KOSANKE, Director
20025 Mack Plaza Drive
Grosse Pointe Woods, MI 48236-2397



January 1, 2019

Ferlito's
20745 Mack Ave
Grosse Pointe Woods, MI 48236

Antonina Ferlito;

I have viewed the business location and completed an Occupancy Load Calculation. The calculated Occupancy for this location is **85** persons. Please acquire placard(s) and post this number in an open location within the business.

Respectfully,

A handwritten signature in black ink, appearing to read "Sgt Joseph Provost".

Joseph Provost
Sergeant/Fire Inspector
Grosse Pointe Woods Dept of Public Safety
20025 Mack Plaza Dr
Grosse Pointe Woods, MI 48236
(313)343-2410

MI HIGAN
2000

NTE WOODS MI 48236

A A MOWEN

FERLITOS RESTAURANT
24313 CULVER ST
ST CLAIR SHORES MI 48080

O AY COUNTY DEPT 4882

RAN
PLACE. NOTIFY T
DEPART 1980 PRIOR
OWNERSHIP. (SECTION 4

RESTRICTIONS OR CONDITIO



CITY OF GROSSE POINTE WOODS
20025 MACK PLAZA DRIVE
GROSSE POINTE WOODS, MI 48236
313-343-2440 Fax: 313-343-5667
CITYCLERK@GPWMI.US

CHEF MOWEN LLC
20745 MACK AVE
GROSSE POINTE WOODS MI 48236

License Number: **2018-3063-GBL**

Thank you for your renewal.

Business License renewal applications are mailed annually at the beginning of March and are due back by April 1st.

In accordance with Chapter 10 Business, Article II Licensing, changes to your Business License must be reported to the City Clerk as they occur such as moving, closing/going out of business, management names and contact information.

Detach on the perforation, retain upper portion for your records, and display lower portion in a conspicuous location.

CITY OF GROSSE POINTE WOODS BUSINESS LICENSE

**THE FOLLOWING DESIGNATED PARTY HAS COMPLIED WITH THE PROVISIONS OF THE
CHARTER CODE OF THE CITY AND IS HEREBY AUTHORIZED TO OPERATE THE
FOLLOWING DESCRIBED BUSINESS:**

CHEF MOWEN LLC
20745 MACK AVE
GROSSE POINTE WOODS MI 48236

Valid Until: March 31, 2019
2018-3063-GBL



In witness thereof, I have set my hand and
caused the seal of the City of Grosse
Pointe Woods to be affixed:

Lisa Kay Hathaway
City Clerk

CITY OF GROSSE POINTE WOODS BUSINESS LICENSE

THE FOLLOWING DESIGNATED PARTY HAS COMPLIED WITH THE PROVISIONS OF THE
CHARTER CODE OF THE CITY AND IS HEREBY AUTHORIZED TO OPERATE THE
FOLLOWING DESCRIBED BUSINESS:

CHEF MOWEN LLC

20745 MACK AVE

GROSSE POINTE WOODS MI 48236

Valid Until: March 31, 2018
2017-3063-GBL



In witness thereof, I have set my hand and
caused the seal of the City of Grosse
Pointe Woods to be affixed:

Lisa Kay Hathaway
City Clerk

164 (Rev. 4-06)

STATE OF MICHIGAN
DEPARTMENT OF TREASURY

CHEF MOWEN, LLC
FERLITO'S FAMILY DINING
20745 MACK AVE
GROSSE POINTE WOODS, MI 48236-1435

Sales Tax
License

ACCOUNT NUMBER
47-2080400

EXPIRATION DATE
Dec 31, 2018

510000	5010	02	35	00001	12	M
Tax Codes	Type	Co-City	K	Loc	Sens-Months	Fiscal

Issued under authority of P.A. 167 of 1933, as amended.



GROSSE POINTE WOODS PS

20025 MACK PLAZA DR
GROSSE POINTE WOODS MI 48236
313 343-2410



Case Report

Administrative Details:

CR No 190000119	Subject
Report Date/Time 01/04/2019 22:05	Occurrence Date/Time 01/04/2019 22:05
Location 20745 MACK AVE	Call Source FOP
Dispatched Offense L5070 Fire Inspection - GW	Verified Offense L5070 Fire Inspection - GW
County 82 - Wayne	City/Twp/Village 69 - Grosse Pt. Woods
Division Patrol	

Action Requested:

<input type="checkbox"/> Arrest warrant	<input type="checkbox"/> Review only
<input type="checkbox"/> Search warrant	<input type="checkbox"/> Forfeiture
<input type="checkbox"/> Juvenile petition	<input type="checkbox"/> Other

People:

MOWEN, JOSH (O-OTHER) (X-MISCELLANEOUS) [GWPROVOSTJ (01453)]

PE:	W.Type:	Last Name Mowen	First Name Josh	Middle Name	Suffix	Mr/Mrs/Ms
DOB (Age)		Sex M	Race WHITE	Ethnicity	Birth City & State	Birth Country
Street Address		Apt #	County	Country	Home Phone UNKNOWN	Work Phone
City		State	Zip	Cell Phone 3134108544	Email	
Notes Manager/Emergency Contact						

Narrative:

CFS Narrative By: GWPROVOSTJ (01453)

FERLITO's
20745 Mack
GPW, MI 48236
(313) 882-1600



A Fire Inspection was conducted at the location. The following violations/observations were noted;

VIOLATIONS:

None observed

OBSERVATIONS:

- The building has 2 means of egress, one in the front, one in the rear. Both doors swing out and were not obstructed.
- All paths of egress are unobstructed.
- The Fire Extinguishers have been serviced within the last 12 months by Adams Fire Protection.
- The Kitchen Suppression System including a "K" rated extinguisher has been serviced within the last 6 months by Adams Fire Protection.
- Exit and Emergency Lights are present and properly functioning.

CITY OF GROSSE POINTE WOODS DEPARTMENT OF PUBLIC SAFETY

FIRE SAFETY SURVEY REPORT

FIRE PREVENTION FOR YOUR SAFETY

OCCUPANT Ferlitos PHONE 882-1600
ADDRESS 20745 Mack
OWNER/MANAGER Josh Mawen
☐ NEW OCCUPANT EMERGENCY PHONE 313-410-8544

The Grosse Pointe Woods Public Safety Department has conducted a fire safety survey of your property. By working together we hope to identify and correct fire hazards. Our goal is to prevent loss of life and property due to accidental fire.

During the inspection, conditions affecting fire safety throughout the premises were noted. It is requested that the items listed below be given your immediate attention in the interest of fire safety, and compliance with code.

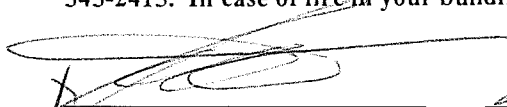
FIRE HAZARDS FOUND TO EXIST:

☒ NONE OBSERVED

- | | | |
|---|--|-------------------------------------|
| <input type="checkbox"/> FIRE EXTINGUISHERS | <input type="checkbox"/> HOUSEKEEPING | <input type="checkbox"/> ELECTRICAL |
| <input type="checkbox"/> FLAMMABLE LIQUIDS | <input type="checkbox"/> EXIT SIGNS | <input type="checkbox"/> EGRESS |
| <input type="checkbox"/> PROTECTION SYSTEMS | <input type="checkbox"/> EMERGENCY LIGHT | <input type="checkbox"/> OTHER |

NOTES:

If at any time questions regarding fire safety arise, do not hesitate to contact the Fire Inspector at 343-2415. In case of fire in your building you should call 911.


PROPERTY REPRESENTATIVE


REPORTING OFFICER

1/4/19
DATE

REINSPECTION DATE: N/A

MADE BY:

CFS# 19-119

BY AUTHORITY OF INTERNATIONAL FIRE CODE 2006 SECTION 104, AND MICHIGAN P.A.207

WHITE DEPARTMENT COPY YELLOW INSPECTOR COPY

PINK OCCUPANT COPY

CALL FOR SERVICE NUMBER# 19-119

RECEIVED

JAN - 9 2019

[Handwritten signature]

CITY OF GROSSE POINTE WOODS
Building Inspector
Memorandum

DATE: January 2, 2019
TO: Bruce Smith
FROM: Gene Tutag, Building Inspector *GT*
SUBJECT: Reclassification of Tavern License to Class C License - Ferlitos, 20745 Mack Avenue

I have reviewed the application for the Reclassification of a Tavern License to a Class C License at Ferlitos Restaurant and provided comments on the attached Liquor License Application Review Factors that were highlighted for my response.

The Building Department has no objection to the requested transfer.

RECEIVED

JAN 22 2019

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe News

16980 Kercheval Avenue
Grosse Pointe, Michigan 48230
(313) 882-3500

COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

John Minnis

being duly sworn deposes and says that attached advertisement

City of Grosse Pointe Woods

was duly published in accordance with instructions, in
the following date:

January 17, 2019

#1 GPW 1/17 PHN LIQUOR LIC 1-28

and knows well the facts stated herein, and that he is

Jh O Mc

Subscribed and sworn to before me this 17th day of January A.D., 2019

Barbara Vethacke

January 17, 2019

City of Grosse Pointe Woods, Michigan

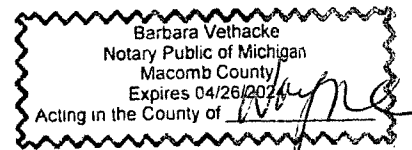
NOTICE IS HEREBY GIVEN that in accordance with Chapter 4, Article II, Liquor and Tavern Licenses of the 2017 City Code of the City of Grosse Pointe Woods, Michigan, the City will hold a public hearing on Monday, January 28, 2019, at 7:00 p.m. at 20025 Mack Plaza in the Council-Court Room of the Municipal Building to hear comments from the public prior to consideration of Council granting Class C liquor license to Joshua Mowen, Chef Mowen LCC, d/b/a Ferlitos Family Dining, which is requesting a Class C Liquor License. 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.

Lisa Kay Hathaway
City Clerk

G.P.N.: 1/17/2019

Notary Public



**AFFIDAVIT OF PROPERTY OWNERS, BUSINESSES,
OCCUPANTS, AND CURRENT LIQUOR LICENSE HOLDERS
NOTIFIED**

Re: 20745 Mack Ave.
Ferlitos Family Dining (Chef Mowen, LLC)

State of Michigan)
) ss.
County of Wayne)

I HEREBY CERTIFY that the notice of Hearing was duly mailed First Class Mail on 01/23/19 to the following property owners within a 300 foot radius of the above property in accordance with the provisions of the 2017 City Code of Grosse Pointe Woods. A Hearing fee of \$2,500.00 has been received with receipt # 329264.

Lisa Kay Hathaway, CMMC/MMC
City Clerk

See attached document for complete list.

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, January 28, 2019, at 7:00 p.m. at 20025 Mack Plaza in the Council-Court Room of the Municipal Building to hear comments from the public prior to consideration of Council granting Class C liquor license to Joshua Mowen, Chef Mowen LCC, d/b/a Ferlitos Family Dining, which is requesting a Class C Liquor License. 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.

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Lisa Kay Hathaway
City Clerk

20745 MACK - FERLITO'S 300' RADIUS

ownersname	ownerstreet	ownercity	ownerstate	ownerzipco	propertyst
MARY ANNE LAHOOD	20 STILLMEADOW LN	GROSSE POINTE SHORES	MI	48236	1841 ANITA AVE
LOCHMOOR CLUB	1018 SUNNINGDALE DR.	GROSSE POINTE WOODS	MI	48236	1018 SUNNINGDALE DR.
DAVID M GIES	1831 ANITA AVE	GROSSE POINTE WOODS	MI	48236	1831 ANITA AVE
OCCUPANT	1841 ANITA AVE	GROSSE POINTE WOODS	MI	48236	1841 ANITA AVE
HCRI AL U.S. GP WOODS II SUBTENANT, LLC	1850 VERNIER RD	GROSSE POINTE WOODS	MI	48236	1850 VERNIER RD
CITY OF GROSSE POINTE WOODS	20025 MACK PLAZA DR	GROSSE POINTE WOODS	MI	48236	1926 ANITA AVE
A H P BUILDING CO	1927 ANITA AVE	GROSSE POINTE WOODS	MI	48236	1927 ANITA AVE
CHURCHILL'S CIGAR BAR	19271 MACK AVE	GROSSE POINTE WOODS	MI	48236	19271 MACK AVE
MERIT WOODS DRUGS	19325 MACK AVE	GROSSE POINTE WOODS	MI	48236	19325 MACK AVE
MARJORIE A ZEISING TRUST	1936 ANITA AVE	GROSSE POINTE WOODS	MI	48236	1936 ANITA AVE
WOODS FINE WINE	1937 HAWTHORNE RD	GROSSE POINTE WOODS	MI	48236	1937 HAWTHORNE RD
BERNADETTE M ZAINEA	1944 ANITA AVE	GROSSE POINTE WOODS	MI	48236	1944 ANITA AVE
WILLIAM E GOOSSENS	1945 ANITA AVE	GROSSE POINTE WOODS	MI	48236	1945 ANITA AVE
ANNA M DEVLIN	1945 HAWTHORNE RD	GROSSE POINTE WOODS	MI	48236	1945 HAWTHORNE RD
THOMAS REICHLING	1952 ANITA AVE	GROSSE POINTE WOODS	MI	48236	1952 ANITA AVE
ERIN K GINGER	1953 ANITA AVE	GROSSE POINTE WOODS	MI	48236	1953 ANITA AVE
NADIA DAVIS	1960 ANITA AVE	GROSSE POINTE WOODS	MI	48236	1960 ANITA AVE
ANTHONY RINALDI & AMANDA GRESS	1961 ANITA AVE	GROSSE POINTE WOODS	MI	48236	1961 ANITA AVE
KREGG T BROOKS	1961 HAWTHORNE RD	GROSSE POINTE WOODS	MI	48236	1961 HAWTHORNE RD
FABIO VENTURES, INC.	19655 MACK AVE	GROSSE POINTE WOODS	MI	48236	19655 MACK AVE
ANDREA ANDREWS	1968 ANITA AVE	GROSSE POINTE WOODS	MI	48236	1968 ANITA AVE
DAVID L FOWLER	1969 ANITA AVE	GROSSE POINTE WOODS	MI	48236	1969 ANITA AVE
AHP BUILDING COMPANY	1972 VERNIER RD	GROSSE POINTE WOODS	MI	48236	1972 VERNIER RD
DA EDUARDO RESTAURANT	19767 MACK AVE	GROSSE POINTE WOODS	MI	48236	19767 MACK AVE
HARRY CAPPS	1977 ANITA AVE	GROSSE POINTE WOODS	MI	48236	1977 ANITA AVE
MACK AVENUE GRILLE	19841 MACK AVE	GROSSE POINTE WOODS	MI	48236	19841 MACK AVE
OXFORD BEVERAGE	20107 MACK AVE	GROSSE POINTE WOODS	MI	48236	20107 MACK AVE
BUCCI	20217 MACK AVE	GROSSE POINTE WOODS	MI	48236	20217 MACK AVE
KROGER STORE #454	20422 MACK AVE	GROSSE POINTE WOODS	MI	48236	20422 MACK AVE
CVS/PHARMACY #8107	20460 MACK AVE	GROSSE POINTE WOODS	MI	48236	20460 MACK AVE
LITTLE TONY'S LOUNGE	20513 MACK AVE	GROSSE POINTE WOODS	MI	48236	20513 MACK AVE
CHAMPS	20515 MACK AVE	GROSSE POINTE WOODS	MI	48236	20515 MACK AVE
OCCUPANT	20700 MACK AVE	GROSSE POINTE WOODS	MI	48236-	20700 MACK AVE
A H PETERS FUNERAL HOME	20705 MACK AVE	GROSSE POINTE WOODS	MI	48236	20705 MACK AVE
BB234 LLC	19678 HARPER	GROSSE POINTE WOODS	MI	48236-	20710 MACK AVE
OCCUPANT	20710 MACK AVE	GROSSE POINTE WOODS	MI	48236	20710 MACK AVE
A H P BUILDING CO	20705 MACK AVE	GROSSE POINTE WOODS	MI	48236	20725 MACK AVE
TEKNICOLORS INC.	20725 MACK AVE	GROSSE POINTE WOODS	MI	48236	20725 MACK AVE
JEANS BOUTIQUE & WIGS	20733 MACK AVE	GROSSE POINTE WOODS	MI	48236	20733 MACK AVE
THE CHOCOLATE BAR CAFÉ, INC.	20737 MACK AVE	GROSSE POINTE WOODS	MI	48236-	20737 MACK AVE
PRECISION BLADES	20741 MACK AVE	GROSSE POINTE WOODS	MI	48236	20741 MACK AVE
FERLITO'S / CHEF MOWEN, LLC	20745 MACK AVE	GROSSE POINTE WOODS	MI	48236	20745 MACK AVE
MACK'S DISCOUNT PHARMACY/OCCUPANT	20746 MACK AVE	GROSSE POINTE WOODS	MI	48236	20746 MACK AVE

20745 MACK - FERLITO'S 300' RADIUS

ownersname	ownerstreet	ownercity	ownerstate	ownerzipco	propertyst
CITY OF GROSSE POINTE WOODS	20025 MACK PLAZA DR	GROSSE POINTE WOODS	MI	48236	20775 MACK AVE
SCHUMMER'S SKI SHOP, INC.	20778 MACK AVE	GROSSE POINTE WOODS	MI	48236	20778 MACK AVE
LOU'S PET SHOP	20779 MACK AVE	GROSSE POINTE WOODS	MI	48236-	20779 MACK AVE
WOODS FINE WINE	20787 MACK AVE	GROSSE POINTE WOODS	MI	48236	20787 MACK AVE
ADORN HAIR & NAIL SALON, LLC	20788 MACK AVE	GROSSE POINTE WOODS	MI	48236-	20788 MACK AVE
EVANS TELEGADAS	20791 MACK AVE	GROSSE POINTE WOODS	MI	48236	20791 MACK AVE
THE RENDEZVOUS WITH TEA, LLC	20792 MACK AVE	GROSSE POINTE WOODS	MI	48236	20792 MACK AVE
TELLY'S PLACE	20795 MACK AVE	GROSSE POINTE WOODS	MI	48236	20795 MACK AVE
LICAVOLI'S MARKET	20915 MACK AVE	GROSSE POINTE WOODS	MI	48236	20915 MACK AVE
TRATTORIA ANDIAMO	20934 MACK AVE	GROSSE POINTE WOODS	MI	48236	20934 MACK AVE
MERCHANT'S FINE WINES	21038 MACK AVE	GROSSE POINTE WOODS	MI	48236	21038 MACK AVE
VERITAS AGENTS LLC	988 MOORLAND DR.	GROSSE POINTE WOODS	MI	48236	988 MOORLAND DR.
SHAKER HOLDINGS LLC	27801 HARPER	SAINT CLAIR SHORES	MI	48081	20750 MACK AVE
DONALD J COOK	22912 LINGEMANN	SAINT CLAIR SHORES	MI	48080	20779 MACK AVE
PETER J SCHUMMER	22556 VAN CT	SAINT CLAIR SHORES	MI	48081	20780/20784/20788 MACK AVE
HEALTH CARE REIT INC	4500 DORR ST	TOLEDO	OH	43615	1850 VERNIER RD
MICHIGAN FUELS INC	1 WEST JEFFERSON	TRENTON	MI	48183	20700 MACK AVE



WOODS WHOLESALE WINE

RECEIVED

JAN 29 2019

GROSSE POINTE WOODS
DEPARTMENT

20787 Mack Avenue
Grosse Pointe Woods, MI 48236

313.882.5420 | fax 313.882.4920
info@woodswholesalewine.com

26th of January, 2019

We at Woods would like to welcome
our new 'neighbors' with the opportunity to
grow their business.

We do not have an issue with them
obtaining a Class C Liquor License.
We wish them, nothing but "Good Luck".

Grocery Staff

Memorandum
2-19

9A

RECEIVED
JAN 22 2019
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Date: January 4, 2019
To: Bruce J. Smith, City Administrator
From: Frank Schulte, Director of Public Services
Nicole Gerhart, Recreation Supervisor
Subject: Recreation and Aquatics Assistant Position

In August of 2016, a permanent part-time Recreation and Aquatics Assistant Position was created. In December of 2018, Katherine Trost resigned as Recreation and Aquatics Assistant to take a full time position with the Birmingham YMCA. Prior to Katherine, Peter Cherry held the position; he also resigned to take a full time position.

Due to extensive employee training and the recent turnover of the Recreation and Aquatics Assistant position, the Parks and Recreation Department propose to create a second permanent part time position. Having a second Recreation and Aquatics Assistant will help ensure:

- Michigan DEQ Public Act and Rules Governing Public Swimming Pools, Rule 97 is followed.
"A swimming pool owner shall ensure that a qualified person who is responsible for testing the water and for operating the water treatment equipment of a swimming pool is readily available when the pool is open for use."
- Consistency in the department upon resignation of staff.
- Cross training on special events and recreation programs.

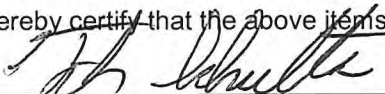
The Parks and Recreation Department requests permission to hire two permanent part time "Recreation and Aquatics Assistant" at \$15 an hour not to exceed 1,350 hours per year. This would be cost neutral to the Fiscal Year 2018-2019 budget. Though we will be adding an additional Recreation and Aquatics Assistant, we will be eliminating a Pool Supervisor position, thus not adding more employees. The two Recreation and Aquatics Assistants will be able to fill in for all the aquatics positions when needed. (i.e. lifeguards, instructors, and pool management.) One Recreation and Aquatics Assistant position is an approved item in the Fiscal Year 2018-2019 budget in the Parks and Recreation Salary & Wages 101-774-702.000. The second permanent part time position will also require budget transfers for the additional funds from the following Parks and Recreation accounts:

Account Description	Amount to transfer	Account Numbers
Pool Management	\$3,000.00	101-774-702.804 to 101-774-702.000
Lifeguards	\$8,625.00	101-774-702.805 to 101-774-702.000
Instructors	\$8,625.00	101-774-702.806 to 101-774-702.000

If you have any questions concerning this matter, please contact me.

Department Certification:

I hereby certify that the above items are necessary for the proper operation of this Department.


Frank Schulte, Director of Public Services

Fund Certification:

Account numbers and amounts have been verified as presented.


Cathy Behrens, Treasurer/Comptroller

APPROVED FOR COUNCIL CONSIDERATION:


Bruce J. Smith, City Administrator



CITY OF GROSSE POINTE WOODS MEMORANDUM

9B

RECEIVED

JAN 15 2019

Date: January 21, 2019
To: Mayor and City Council
From: Cathrene Behrens, Treasurer/Comptroller
CC: Bruce J. Smith, City Administrator
Frank Schulte, Department of Public Services
Subject: Water/Sewer Budget Amendment

Please find attached a copy an invoice summary of meter expenses provided by the Department of Public Works. To date, the City has purchased and changed out a total of 104 meters at a meter cost of \$21,722.45. The City has, on order, 30 - ¾" meters, with 22 committed for installation, and 12 - 1" meters, with one committed for installation. The cost on this pending order is \$12,598.71, including freight charges.

Meter purchases are funded through the water/sewer budget line 592-537-757.000 and the remaining balance in this line is \$2,149. The limited remaining funds are the result of the large number of meters that the City has purchased in the current fiscal year for meter change outs.

The DPW is requesting a budget amendment in the amount of \$25,000 from the water/sewer fund balance to pay for the additional meters needed for meter change out request. This budget line is also utilized for the purchase of repair sleeves, copper and brass fittings, hydrant supplies and other needed items for the repair and/or replacement of water/sewer equipment.

At year-end this \$25,000 allocation from the fund balance, will net to zero, because the City collects 100% of the meter cost from residents prior to issuing the plumbing permit.

I am requesting that the City Council authorize a budget amendment in the amount of \$25,000 to budget line 592-537-757.000, Operating Supplies, from the water/sewer fund balance 592-000-697.000 and to authorize the purchase of the additional 50 meters at a cost not to exceed \$12,598.71. I have reviewed these budget lines and the account numbers have been verified.

Thank you.

A handwritten signature in blue ink that reads "Cathrene Behrens".

Cathrene Behrens, Treasurer/Comptroller

WATER METER DOWNSIZING INVOICES TO DATE 1/14/19

DATE	PRICE	DESCRIPTION	VENDOR
12/19/2018	\$3,339.12	18-3/4" meters	badger meter
11/9/2018	\$1,511.13	6-1" meters	badger meter
11/9/2018	\$2,226.20	12-3/4" meters	badger meter
10/8/2018	\$2,226.08	12-3/4" meters	badger meter
7/25/2018	\$10,669.76	6-1" meters	badger meter
		50-3/4 " meters	
12/12/2018	\$320.00	40-3/4 nipple	gilbert's
11/7/2018	\$219.80	20-1 nipple	gilbert's
10/30/2018	\$288.00	40-3/4 nipple	gilbert's
10/12/2018	\$479.20	40-3/4 nipple	gilbert's
8/10/2018	\$43.16	4-3/4 nipple	gilbert's
8/17/2018	\$400.00	50-3/4 nipple	gilbert's
TOTAL	\$21,722.45		

OUTSTANDING INVOICES TO DATE 1/14/19

DATE	PRICE	DESCRIPTION	VENDOR
	\$3,339.12	18-3/4" meters	badger meter
	\$4,533.39	18-1" meters	badger meter
	\$2,226.20	12-3/4" meters	badger meter
	\$2,500.00	2-3" meters	
TOTAL ~	\$12,598.71		

22 pending

30 3/4" meters

12 1" meters (1 pending)

CITY OF GROSSE POINTE WOODS
INFORMATION TECHNOLOGY
MEMORANDUM


10A

RECEIVED
JAN 18 2019
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

DATE: January 9, 2019

TO: Bruce Smith, City Administrator

CC: John Kosanke, Director of Public Safety
Frank Schulte, Director of Public Works

FROM: Gary Capps, Information Technology Manager 

SUBJECT: Lease Agreements and Maintenance for DPW and DPS Office Copier Systems

Prime Office Innovations, LLC has been our vendor for Multi-function Copier Printer Scanners as directed by Council back in 2011. We have worked with them over the years and consolidated our devices into Multi-Function Units. We have always been happy with the level of service we have received. They were recently acquired by Marco Technologies and are still located locally in the same building operating under the new company name. Marco Technologies has presented the proposal for the following 2 replacements.

The Public Safety office is currently using a Kyocera Task Alpha 4501i b/w (w/finisher) for all of their printing, copying, scanning, and faxing functions. The 4 year lease at **\$207.60** per month for the lease payment and a maintenance plan including toner at **\$.008** per copy is at the end of its 4 year lease term and needs to be replaced. The replacement model is a **Kyocera TA-5002i (w/finisher)** with a 4 year lease of **\$202.44** per month for the lease payment and a maintenance plan including toner at **\$.007** per copy after 6,000 per month b/w impressions. Based on actual printing volume, the department will save around \$70 per month.

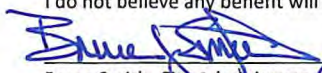
The Public Works office is currently using a Kyocera Task Alpha 4501i b/w for all of their printing, copying, scanning, and faxing functions. The 4 year lease at **\$182.47** per month for the lease payment and a maintenance plan including toner at **\$.01036** per copy is at the end of its 4 year lease term and needs to be replaced. Director of Public Works Frank Schulte has asked me to upgrade the new unit to have ability to print in color. The replacement model is a **Kyocera TA-3552ci** with a 4 year lease of **\$291.31** per month for the lease payment and a maintenance plan including toner at **\$.007** per b/w copy after 3,000 b/w impressions monthly and **.0455 per color copy** after 2000 color impressions monthly.

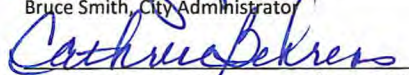
To ensure smooth operation of the City departments, replacing these systems is necessary. At each location I would like to replace the unit with a new unit with a 4 year lease. I would like to have this placed on the January 28, 2019 Council Agenda for their approval. Attached is information for both replacements including features and pricing. Funds are included for the lease agreements in account 101855818.000 and maintenance agreement funds are included in account 101855850.000. I recommend leasing the following Multifunction Devices from **Marco Technologies LLC, 4510 Heatherwood Rd, Saint Cloud, MN 56301** in an amount not to exceed \$493.75/mo combined total of these 2 leases with a term of 4-years each.

Public Safety- Kyocera TA-5002i (w/finisher) - 4 year lease at **\$202.44** per month for the lease payment and a maintenance plan **\$.007** per copy after 6,000 b/w impressions monthly

Public Works- Kyocera TA-3552ci color - 4 year lease at **\$291.31** per month for the lease payment and a maintenance plan **\$.007** per b/w copy after 3,000 b/w impressions monthly, and **.0455 per color copy** after 2000 color impressions monthly.

I do not believe any benefit will accrue to the City to seek further competitive bids.

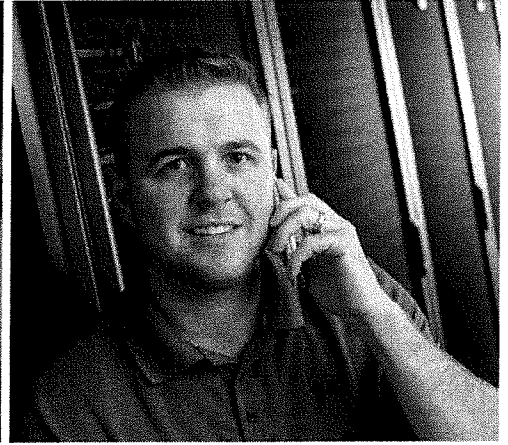
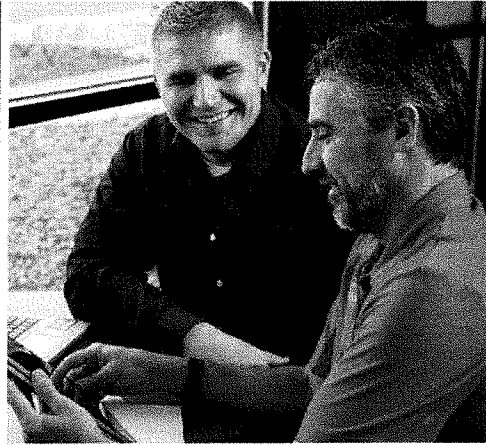

Bruce Smith, City Administrator


Cathrene Behrens, City Treasurer/Comptroller


Date 11/17/19


Date 11/17/19

Council Approval Required



COPIER/PRINTER RECOMMENDATION

A Proposal for:

Client Name: GARY CAPPS
Company Name: GROSSE POINTE WOODS CITY
Address: 20025 MACK PLAZA DR
GROSSE POINTE WOODS, MI 48236
Phone: (313) 343-2440
Email: gcapps@gpwmi.us
Date: Friday, January 11, 2019
Expiration Date:

Prepared By:

Technology Advisor: Tyler Butlin
Phone: 800.892.8548
Email: tyler.butlin@marconet.com
Web: www.marconet.com

taking technology further

MANAGED SERVICES
CLOUD SERVICES
BUSINESS IT SERVICES
CARRIER SERVICES
COPIERS & PRINTERS



marconet.com



GROSSE POINTE WOODS CITY – Department of Public Safety

RECOMMENDED PRINT SOLUTION

ITEM	DESCRIPTION	QUANTITY
1102RJ2US0	KYOCERA 50PPM A3 BW MFP TASKALFA 5002I	1

Accessories Included

- TASKalfa 5002i, 50ppm black and white mfp
- DP-7110 270-sheet Dual Scan Document Processor
- PF-7110 Dual 1,500 Sheet Paper Trays
- DF-7120 1,000-sheet Finisher with AK-7100 Attachment Kit
- Fax System 12
- JS-7100 Output Separator
- Data Security Kit E

MANAGED ACCOUNT PROGRAM (MAP)

With Marco's Managed Account Program, all you pay for is the number of prints you produce. The following program includes the equipment, service, and supplies (except staples, paper and network troubleshooting services). The result is a system with the capabilities and features you need—without the administrative headaches. You may also upgrade or downgrade your equipment at any time as your needs change.

- **48 Month MAP**..... **\$202.44/Month**
- Black and White Prints **included** per Month: 6,000
- Black and White Print Overage: \$0.007 /Print

DELIVERY, INSTALLATION, INITIAL SUPPLIES AND INITIAL TRAINING

Delivery, Installation, Initial Supplies & Initial Training.....Included

Following the initial date of network installation and training, network support and additional training is billed at \$135.00 per hour.

- Phone support is billed in ¼ hour increments.
- On-site support is billed at one-hour minimum plus applicable mileage charges. Time beyond the first hour is billed in ¼ hour increments.

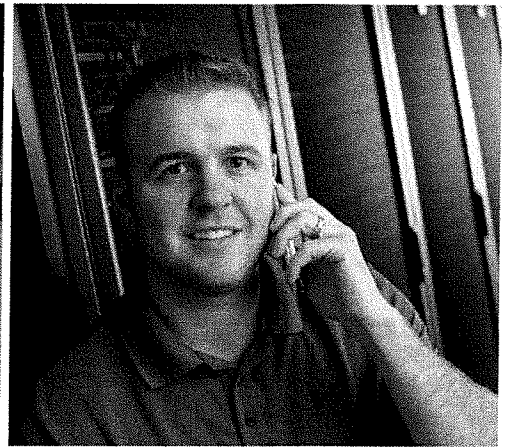
Customers may also choose to purchase an Advanced Copier/Printer Support Agreement and future on-site/phone service.

The above pricing does not include applicable sales tax.

Prices quoted are subject to change and should be verified before placing your order.

Accepted by: _____ Date: _____

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.



COPIER/PRINTER RECOMMENDATION

A Proposal for:

Client Name: Gary Capps
Company Name: GROSSE POINTE WOODS CITY
Address: 20025 MACK PLAZA DR
GROSSE POINTE WOODS, MI 48236
Phone: (313) 343-2440
Email: gcapps@gpwmi.us
Date: Friday, January 11, 2019
Expiration Date:

Prepared By:

Technology Advisor: Tyler Butlin
Phone: 800.892.8548
Email: tyler.butlin@marconet.com
Web: www.marconet.com

taking technology further

MANAGED SERVICES
CLOUD SERVICES
BUSINESS IT SERVICES
CARRIER SERVICES
COPIERS & PRINTERS



marconet.com



GROSSE POINTE WOODS CITY – Department of Public Works

RECOMMENDED PRINT SOLUTION

ITEM	DESCRIPTION	QUANTITY
1102TH2US0	KYOCERA TA3552CI, 35/35PPM A3 COLOR MFP	1

Specifications

- TASKalfa 3552ci 35ppm Full Color MFP
- DP-7100 140-sheet Reversing Automatic Document Feeder
- PF-7100 Dual 1,500-sheet Paper Trays
- Fax System 12
- JS-7100 Output Job Separator

MANAGED ACCOUNT PROGRAM (MAP)

With Marco's Managed Account Program, all you pay for is the number of prints you produce. The following program includes the equipment, service, and supplies (except staples, paper and network troubleshooting services). The result is a system with the capabilities and features you need—without the administrative headaches. You may also upgrade or downgrade your equipment at any time as your needs change.

- **48 Month MAP**..... \$291.31/Month
- Black and White Prints **included** per Month: 3,000
- Black and White Print Overage: \$0.007 /Print
- Color Prints **included** per Month: 2,000
- Color Print Overages: \$0.0455 /Print

DELIVERY, INSTALLATION, INITIAL SUPPLIES AND INITIAL TRAINING

Delivery, Installation, Initial Supplies & Initial Training.....Included

Following the initial date of network installation and training, network support and additional training is billed at \$135.00 per hour.

- Phone support is billed in ¼ hour increments.
- On-site support is billed at one-hour minimum plus applicable mileage charges. Time beyond the first hour is billed in ¼ hour increments.

Customers may also choose to purchase an Advanced Copier/Printer Support Agreement and future on-site/phone service.

The above pricing does not include applicable sales tax.

Prices quoted are subject to change and should be verified before placing your order.

Accepted by: _____ Date: _____

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.

CITY OF GROSSE POINTE WOODS


Office of the City Clerk

Memorandum

11A

DATE: January 22, 2019

TO: Mayor and City Council

FROM: Lisa Hathaway, City Clerk 

SUBJECT: 2019 Special Events Special License Resolution

City events have been scheduled for Music on the Lawn (June 28, July 26, and August 23, 2019) and Fall Fest (September 14, 2019), at which beer and wine are served. The Michigan Liquor Control Commission requires an adopted Resolution recommending/not recommending the application be issued. Additional requirements include the approval of the Department of Public Safety, approval of a church or school within 500' of City Hall, a fee be paid to the State in the amount of \$50.00 per event, and a fee be paid to Stevenson in the amount of \$50.00 per event for the issuance of Bonds. Signatures have been obtained from Public Safety and Reverend Edward Dunn, Grosse Pointe Presbyterian Church.

Therefore, it would be the prerogative of the City Council to adopt the Resolution recommending the application be submitted for four Special Event Licenses serving beer and wine for the City's 2019 events, authorize the Mayor and City Clerk to sign said application, authorize payment in the amount of \$200.00 to the MLCC for the Special License application fee, authorize the City Clerk to obtain appropriate Bonds, and authorize payment in the amount of \$200.00 to Stevenson Co. for the Bonds, for a total amount of \$400.00 for said application fees, funds to be taken from Community Events Account No. 205-870-820.130.



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

Business ID: 161089

Request ID: _____

(For MLCC Use Only)

Special License Application

A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

Part 1 - Applicant Organization Information

Applicant organization name: City of Grosse Pointe Woods		
Applicant address: 20025 Mack Plaza		
City: Grosse Pointe Woods		Zip Code: 48236
Contact name: Bruce Smith	Phone: 313 343-2450	Email: bsmith@gpwmi.us
Alternate contact name: Lisa Hathaway	Phone: 313 343-2447	Email: lhathaway@gpwmi.us
1. Has the applicant organization previously received a Special License? <input checked="" type="radio"/> Yes <input type="radio"/> No If No, the applicant organization must submit documentary proof of its non-profit status (e.g. charter, bylaws, IRS tax exemption, Articles of Incorporation, etc.)		Leave Blank - MLCC Use Only
2. Has the applicant organization been established for one (1) year or longer? <input checked="" type="radio"/> Yes <input type="radio"/> No Date the applicant organization was established (month/day/year): 12/11/1950		
3. Is the applicant organization a municipality? <input checked="" type="radio"/> Yes <input type="radio"/> No		

Part 2 - Event Information - For requests at more than one location, submit separate forms for each location.

Address of event location: City Hall, 20025 Mack Plaza	
City, township, or village where event will be held: Grosse Pointe Woods	County: Wayne
1. Will you submit your completed application at least ten (10) business days before your event? <i>It is strongly recommended that you submit the application as soon as you know the date of your event(s).</i> <input checked="" type="radio"/> Yes <input type="radio"/> No	
2. Do you have permission from the property owner of the location listed above to hold your event(s) on the date(s) listed below (see pages 2-3) at this location? <input checked="" type="radio"/> Yes <input type="radio"/> No	
3. Has the local law enforcement agency with primary jurisdiction over the event location approved this application for a Special License? (See Part 5 on Page 5) <input checked="" type="radio"/> Yes <input type="radio"/> No	
4. Is the event location within 500 feet of a church or school? If Yes, the church or school must consent to the event(s). (See Part 6 on Page 5) <input checked="" type="radio"/> Yes <input type="radio"/> No	
5. Is the event location outdoors or partially outdoors? <input checked="" type="radio"/> Yes <input type="radio"/> No If Yes, list the exact dimensions of the outdoor area: Submit a clear diagram of the outdoor service area with your application form. 232 feet X 138 feet = 32,016 square feet Width Length Describe type and height of the barrier that will be used to enclose the outdoor area: 4' vinyl winter fencing	
6. Describe type of security that will be used for event(s) and how it will be utilized to secure and monitor to prevent sales to minors and visibly intoxicated persons: Public Safety Auxiliary will check I.D. and monitor activities. Signage will be posted identifying: "Must be 21 years of age or older to consume alcoholic beverage - Picture I.D. must be shown"	

7. Is the event location situated in or on state owned land, such as a state park or National Guard armory? If Yes, attach a copy of your documentary proof of approval to use the state owned land.	<input type="radio"/> Yes <input checked="" type="radio"/> No
8. Is there an existing liquor licensee issued at the event location, such as a Class C or Club license? If Yes, the existing licensee must request to place its license in escrow during the event(s). (See Part 7 on Page 5)	<input type="radio"/> Yes <input checked="" type="radio"/> No
9. Will the event(s) involve an auction of donated wine? If Yes, please check "Wine Auction" for the applicable event date(s) on pages 2-3. Only donated wine may be auctioned under a Special License; beer and spirits cannot be auctioned. If you request a Special License for on-premises consumption <u>AND</u> for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.	<input type="radio"/> Yes <input checked="" type="radio"/> No

A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

10. The applicant organization may request up to twelve (12) Special Licenses total (one Special License per day) in a calendar year. Please complete the information below **for each individual date** for which you are requesting a Special License at this location. **If you are requesting Special Licenses for consecutive days, completely fill out a separate box for each date. If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

1	Jun 28, 2019	Describe event being held: Music on the Lawn	
	Date		
	7 p.m. 10 p.m.	Special License will be used for: <input checked="" type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time End Time	Is this date a Sunday? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

2	Jul 26, 2019	Describe event being held: Music on the Lawn	
	Date		
	7 p.m. 10 p.m.	Special License will be used for: <input checked="" type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time End Time	Is this date a Sunday? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

3	Aug 23, 2019	Describe event being held: Music on the Lawn	
	Date		
	7 p.m. 10 p.m.	Special License will be used for: <input checked="" type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time End Time	Is this date a Sunday? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

4	Sep 14, 2019	Describe event being held: Fall Fest	
	Date		
	5 p.m. 9 p.m.	Special License will be used for: <input checked="" type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time End Time	Is this date a Sunday? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

5		Describe event being held:	
	Date		
		Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

6		Describe event being held:	
	Date		
		Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

12. Special license date information Continued from Page 2.

7			Describe event being held:			
	Date					
			Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction			
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No			

8			Describe event being held:			
	Date					
			Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction			
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No			

9			Describe event being held:			
	Date					
			Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction			
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No			

10			Describe event being held:			
	Date					
			Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction			
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No			

11			Describe event being held:			
	Date					
			Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction			
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No			

12			Describe event being held:			
	Date					
			Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction			
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No			

A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

Part 3 - Special License Fees - Complete the Special License fee calculation on Page 4

For Organizations established less than one year or are municipalities - a \$50.00 Special License base fee for each separate, consecutive day of the event is required. If the event is held on a Sunday and spirits will be served after 12:00 Noon, an additional \$7.50 Sunday Sales Permit (P.M.) fee is required. In addition, if any alcoholic beverages, including beer, wine, and spirits, will be served between 7:00AM and 12:00 Noon, an additional \$160.00 Sunday Sales Permit (A.M.) fee is required. Sunday Sales Permit (A.M.) and/or Sunday Sales Permit (P.M.) fees will be required for each date that is a Sunday. **If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

For Organizations established one year or more - a \$25.00 Special License base fee for each separate, consecutive day of the event is required. If the event is held on a Sunday and spirits will be served after 12:00 Noon, an additional \$3.75 Sunday Sales Permit (P.M.) fee is required. In addition, if any alcoholic beverages, including beer, wine, and spirits, will be served between 7:00AM and 12:00 Noon, an additional \$160.00 Sunday Sales Permit (A.M.) fee is required. Sunday Sales Permit (A.M.) and/or Sunday Sales Permit (P.M.) fees will be required for each date that is a Sunday. **If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

The fees must be paid by check, bank or postal money order, or by credit card, using the attached Credit Card Authorization Form (LCC-300). Checks and money orders should be made payable to **State of Michigan**.

Part 3 Continued - Special License Fees Calculation

Special License Base Fee: <i>(per Special License requested)</i>	\$50.00	If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses. Make checks payable to: State of Michigan	Leave Blank - MLCC Use Only
x Number of Special Licenses:	4		
= Special License Fees: <i>MLCC Fee Code: 4008</i>	\$200.00		
+ Sunday Sales Permit (P.M.) Fees: <i>MLCC Fee Code: 4032</i>			
+ Sunday Sales Permit (A.M.) Fee: <i>MLCC Fee Code: 4033</i>			
= TOTAL FEES DUE:	\$200.00		

Part 4 - Signatures of Applicant Organization's Officers, Witnesses, and Notary

Pursuant to administrative rule R 436.575, the president and secretary of the organization making application shall sign the application and the signatures shall be notarized. Political candidates only need to sign the president section and have it notarized.

By signing below the applicant organization's officers attest that:

We certify that all profits from the sale of beer, wine and/or spirits or from a wine auction will go to the applicant organization and not to any individual. We further certify that any license issued by the Michigan Liquor Control Commission is a contract subject to suspension or revocation by the Commission, that there shall be no liability on the part of the State of Michigan, the Commission, or any of its officers or employees by reason of such suspension or revocation, and that the granting of the license does not create a vested right.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

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

A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

Robert E. Novitke/586 899-2082

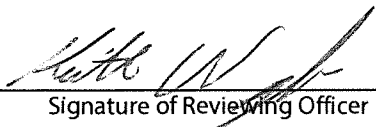
Print Name and <u>Phone Number</u> of President	Signature of President	Date
Print Name of Notary	Signature of Notary	Date
Notary Public, State of Michigan, County of	Acting in the County of	
My commission expires		

Lisa Kay Hathaway/584 489-1071

Print Name and <u>Phone Number</u> of Secretary	Signature of Secretary	Date
Print Name of Notary	Signature of Notary	Date
Notary Public, State of Michigan, County of	Acting in the County of	
My commission expires		

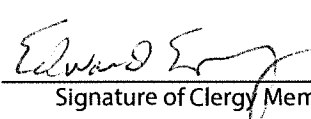
Part 5 - Local Law Enforcement Approval*

The local law enforcement agency with primary jurisdiction over the event location must complete this section.

Name of law enforcement agency: City of Grosse Pointe Woods Department of Public Safety	
Name & title of reviewing officer: Lt. Keith Waszak	
Phone number of officer: 313 343-2422	Email of officer: kwaszak@gpwmi.us
If event will be held on a Sunday, is the sale of alcohol from 7:00am to 12:00 Noon on Sunday allowed in this local governmental unit? <input type="radio"/> Yes <input checked="" type="radio"/> No	
If the event will be held on a Sunday, is the sale of alcohol after 12:00 Noon on Sunday allowed in this local governmental unit? <input checked="" type="radio"/> Yes <input type="radio"/> No	
I certify that I have reviewed the application of the applicant organization for a Special License and approve the issuance of a Special License by the Michigan Liquor Control Commission at the proposed event location.	
<div style="text-align: right;"> Signature of Reviewing Officer</div> <div style="text-align: right;"><u>1-17-19</u> Date</div>	

Part 6 - Church/School Consent (If Applicable)*

If the event location is located within 500 feet of a church or school, the applicant organization must obtain the consent of the church or school. A church or school within 500 feet of the event location may object based on such the sale of alcohol at the location adversely affecting the church or school's operations. If a proper objection is filed, the Commission shall hold a hearing to determine whether the granting of the application will adversely affect the operation of the church or school.

Name of church or school: Grosse Pointe Presbyterian Church	
Address of church or school: 19950 Mack Avenue	
City: Grosse Pointe Woods	Zip Code: 48236
Phone number: 313 886-4301	Email: gpwpc@comcast.net
Name of clergy member or superintendent: Rev. Edward Dunn	
I, the authorized representative of the above named church or school, state that the church or school has no objection to the issuance of a Special License to the applicant organization at its proposed event location.	
<div style="text-align: right;"> Signature of Clergy Member or Superintendent</div> <div style="text-align: right;"><u>1/17/19</u> Date</div>	

***Please note: the Commission has the sole and only right to approve or deny this request for a Special License.**

Part 7 - Existing On-Premises Licensee Escrow Request (If Applicable)

If the event location is currently licensed with an on-premises license, the licensee must request that its license be placed into escrow for the date(s) and time(s) of the Special Licenses issued for use at the event location requested on this application. If the existing license would prefer to temporarily drop space from its licensed premises, it must submit a letter to the Commission requesting to drop space temporarily from its licensed premises during the event date(s) and time(s), accompanied by a diagram showing the area where the license will temporarily drop space from its licensed premises to accommodate the applicant organization.

Name of licensee:	Business ID Number:
Type of license held at this location (e.g. Class C, Club, Tavern, etc.):	
Phone number:	Email:
Name of authorized signer for licensee:	
I, the authorized signer, for the above named on-premises licensee, request that the licensee's licenses at this location be placed into escrow during the date(s) and time(s) specified for the Special Licenses issued for use at this location.	
<div style="text-align: right;"> Signature of Authorized Signer for Licensee</div> <div style="text-align: right;"> Date</div>	



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

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

Certified Resolution of the Membership or Board of Directors Authorizing the Application for Special License

(Required under Administrative Rule R 436.576 - Not Required for Candidate Committee)

At a ☐ Regular ☐ Special meeting of the ☐ Membership ☐ Board of Directors

called to order by _____ on _____ at _____
(Date) (Time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from _____
(Name of Organization)

for a Special License to serve alcohol on _____
(Event Date or Dates)

to be located at _____
(Physical Address - Include Location Name, Street Address, City, State, & Zip Code)

It is the consensus of this body that the application be _____ for issuance.
(Recommended or Not Recommended)

Approval Vote Tally

Yeas: _____

Nays: _____

Absent: _____

Certification by Authorized Officer of Organization:

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the

☐ Membership ☐ Board of Directors at a ☐ Regular ☐ Special meeting held on _____
(Date)

Print Name & Title of Authorized Officer

Signature of Authorized Officer

Date



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

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

**Bond of Special License for Sale of
Beer, Wine, and/or Spirits for Consumption on the Premises**

[Required under MCL 436.1801(1)(b) - Not Required if Applicant Organization is a Church or School]

Applicant organization name:	
Address of event location:	
City, township, or village where event will be held:	County:

Know all men by these presents, that the above applicant, as principal,
and _____

of address _____, City of _____, State of _____

have been authorized to do business in the State of Michigan, as surety, are held and firmly bound unto the People of the State of Michigan in the sum of One Thousand (\$1,000.00) dollars, to the payment whereof, well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

Sealed with our seals and dated this (date and year): _____

Now therefore the condition of this obligation is such that if the principal shall well and truly keep and perform all and singular the terms and conditions of this contract of license and/or permit and permits, and any modifications thereof, together with all and singular the obligations imposed by the Michigan Liquor Control Code of 1998, as amended, and will comply with all the rules and regulations promulgated by the Liquor Control Commission, and will pay all fines, costs and/or penalties that may be imposed upon him for violations of this Act and/or for violations of the rules and regulations promulgated by the Liquor Control Commission and

Conditioned further, that if the said principal will not directly or indirectly, by the principal, clerk, agent or servant of the principal at any time, sell, furnish, give or deliver any alcoholic liquor to a minor, nor to any adult person who is at the time visibly intoxicated, and that if the said principal will pay all actual damages that may be adjudged to any person or persons for injuries inflicted upon such person or persons either in person or in property of means of support or likewise, by reason of the said principal, selling, furnishing, giving or delivering any such alcoholic liquor, then this obligation shall be void; otherwise to remain in full force and effect.

And the obligors, for themselves, their heirs, executors, administrators, successors or assigns do further covenant and agree with the State of Michigan as follows:

That this bond shall be in effect for a period commencing at 7:00 a.m. on (date): _____

if accepted by the Liquor Control Commission, and shall remain in full force and effect until 60 days after the date of receipt by the Michigan Liquor Control Commission at Lansing of the expired license, at which time it shall terminate as to all acts on the part of the principal subsequent to said date, excepting as may be set forth in this bond, or otherwise limited by law and the rules and regulations of the said Liquor Control Commission. If the effective date of the bond is not filled in, the date of execution shall be effective date of the bond.

That all rights and liabilities under this bond shall be governed, controlled and fixed by the terms thereof, and by the law and the regulations made pursuant thereto as the same now exists or may hereafter be modified, amended or supplemented.

Witness our hands and seals this (date and year): _____

Signature of Special License applicant: _____

Officer name & title (print or type): _____

Attorney-in-fact signature: _____

Attorney-in-fact name (print or type): _____

Name of Surety Company: _____

Address & Phone of Surety Company: _____



Michigan Department of Licensing and Regulatory Affairs
Finance and Administrative Services
Revenue Services

LARA Revenue Services **is not** a part of
the Michigan Liquor Control
Commission (see note below).

Credit Card Authorization Form

**** FAX COMPLETED FORM TO SECURE FAX LINE: 517-284-8557 ****

**** DO NOT EMAIL OR MAIL THIS FORM ****

Requests with credit card payments that are not faxed to the above secure fax line will be destroyed along with the credit card authorization in order to ensure the security of applicants' personal credit card numbers.

****IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED****

Name:	_____	Transaction Amount:	_____
Address:	_____	Card Number:	_____
City:	_____	Check One:	
State:	_____	<input type="radio"/> MasterCard	<input type="radio"/> Visa <input type="radio"/> Discover
Zip Code:	_____	Security Code/CVV Code:	_____
Phone:	_____	Expiration Date:	_____
Applicant/Licensee Name:	_____	Request or Business ID #:	_____

Payment is for: _____

Signature _____

IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED.

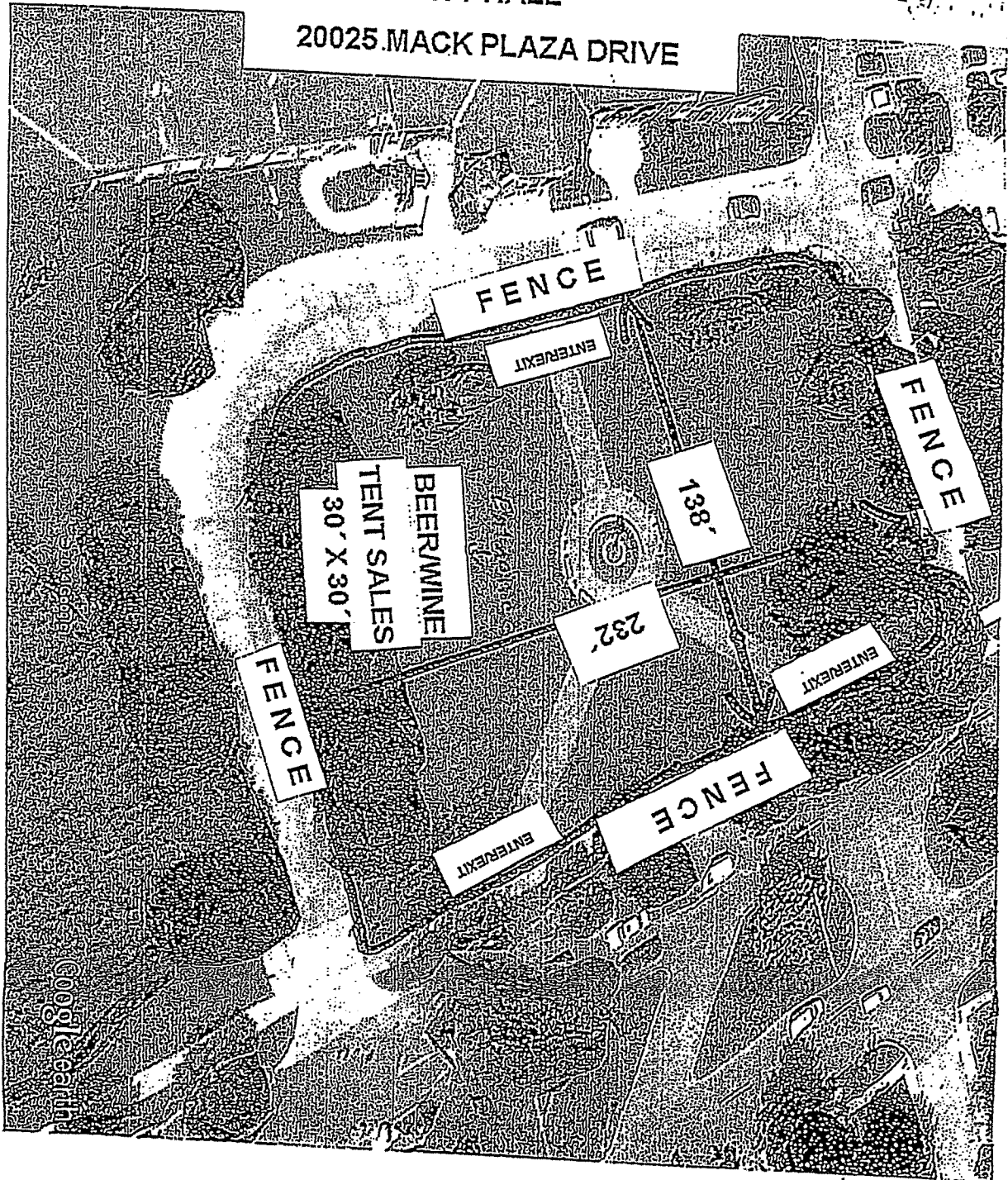
Credit Card Payment Itemization:

Fee Type	Fee Amount	MLCC Fee Code
<input type="checkbox"/> Inspection Fee(s):	_____	4036
<input type="checkbox"/> Special License Fee(s):	_____	4008
<input type="checkbox"/> Temporary Authorization Fee:	_____	4037
<input type="checkbox"/> License Renewal Fee(s):	_____	4004
<input type="checkbox"/> Manufacturer License(s):	_____	4038
<input type="checkbox"/> Wholesaler License(s):	_____	4085
<input type="checkbox"/> New Retailer License(s):	_____	4012
<input type="checkbox"/> Transfer Retailer License(s):	_____	4034
<input type="checkbox"/> Conditional License	_____	4012
<input type="checkbox"/> New Add Bar <input type="checkbox"/> Transfer Add Bar:	_____	4012/4034
<input type="checkbox"/> Sunday Sales Permit (AM):	_____	4033
<input type="checkbox"/> Sunday Sales Permit (PM):	_____	4032
<input type="checkbox"/> Catering Permit:	_____	4031

LARA Revenue Services **is not** a part of the Michigan Liquor Control Commission (MLCC). Receipt of payment and application forms by LARA Revenue Services does not constitute receipt of an application by the MLCC. **Applications submitted through LARA Revenue Services may take up to two (2) additional business days to be received by the MLCC after receipt by LARA Revenue Services.**

For requests that require a timely receipt of an application by the MLCC to be processed, such as Special Licenses and temporary requests, please ensure that your application will be received in adequate time to be processed by the MLCC after the payment is received and processed by LARA Revenue Services.

CITY HALL
20025 MACK PLAZA DRIVE



Google earth

feet 100
meters 30



- Public Safety Auxiliary Officers will be monitoring the entrances and exits of both the beer/wine tent and the fenced area to ensure compliance with the laws of the State of Michigan and the Rules of the MLCC regarding the sale, furnishing, and consumption of alcoholic beverages.
- The beer/wine tent will be enclosed on three sides with signage posted, "Must be 21 years of age or older to consume alcoholic beverages – Picture I.D. must be shown"
- Only individuals with wrist bands will be permitted to purchase or consume beer/wine.
- Total Service area is $138' \times 232' = 32,016$ sq. ft.
- Perimeter of fenced area = 731' (grassy area in front of City Hall)
- Snow fencing will be used to enclosed grassy area.



Dykema Gossett PLLC
400 Renaissance Center
Detroit, MI 48243

WWW.DYKEMA.COM

Tel: (313) 568-6800

Fax: (313) 568-6658

Thomas S. Vaughn

Direct Dial: (313) 568-6524

Direct Fax: (855) 252-7985

Email: TVaughn@dykema.com

January 4, 2019

The Honorable Robert E. Novitke
Mayor of the City of Grosse Pointe Woods, and
Members of the City Council of the City of
Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, Michigan 48236

Re: Kirk H. and JoAnn P. Gibson Family
Foundation for Parkinson's Research d/b/a The
Kirk Gibson Foundation for Parkinson's

Dear Honorable Mayor Novitke and Members of the City Council:

I represent the Kirk H. and JoAnn P. Gibson Family Foundation for Parkinson's Research d/b/a The Kirk Gibson Foundation for Parkinson's (the "Foundation"). The Foundation maintains its principal office at 19798 Mack Avenue Grosse Pointe Woods, MI 48236.

The Foundation plans to conduct cash raffles (the "Raffles") periodically to raise funds for the Foundation.

All net proceeds from Raffles will be used to benefit Parkinson's research.

In order to conduct the Raffles, the Foundation needs to qualify to conduct licensed gaming events with the State of Michigan Bureau of State Lottery. One of the requirements to qualify is that it obtain a resolution by the applicable local government stating the organization is a recognized non-profit organization in the community.

In that regard, the Foundation kindly requests that the City of Grosse Pointe Woods pass the attached resolution so as to permit the Foundation to qualify to conduct the Raffle.

For your information, the Foundation was formed on February 12, 2018 as a Michigan Non-Profit Corporation and is in good standing as such with the Michigan Department of Licensing and Regulatory Affairs. It is also exempt from taxation under United States federal law under Section 501(c)(3) of the Internal Revenue Code as a charitable organization. A copy of the Internal Revenue Service Section 501(c)(3) exemption letter is attached.

DyKEMA

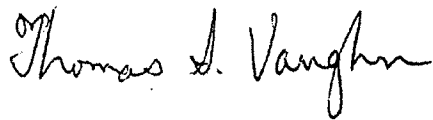
The Honorable Robert E. Novitke and
Members of the City Council of the City of
Grosse Pointe Woods

January 4, 2019
Page 2

If you should have any questions regarding this matter, please feel free to contact me.

Sincerely,

DYKEMA GOSSETT PLLC

A handwritten signature in black ink that reads "Thomas S. Vaughn". The signature is written in a cursive, flowing style.

Thomas S. Vaughn

TSV

4816-8026-0226.1

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 11 2018**

THE KIRK H AND JOANN P GIBSON
FAMILY FOUNDATION FOR PARKINSONS
16845 KERCHEVAL AVE
GROSSE POINT, MI 48230

Employer Identification Number:
82-4716374
DLN:
17053078320018
Contact Person:
DOMINIC M DAVIS ID# 11070
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
February 12, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

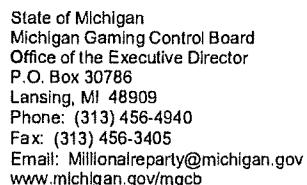
For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

THE KIRK H AND JOANN P GIBSON

Sincerely,

Stephen a. martin

Director, Exempt Organizations
Rulings and Agreements



(Required by MCL.432.103(k)(li))

MGCB-MP-5036 (07/16)

The next item on the agenda was regarding the **Public Hearing to amend the 2017 Grosse Pointe Woods City Code, Chapter 50, Zoning - Article III District Regulations, by adding new Section #50-186 "Prohibited Uses – Marijuana Establishments", To Prohibit Marijuana Establishments under the Michigan Regulation and Taxation of Marihuana Act (MRTMA).**

THE MEETING WAS THEREUPON OPENED AT 7:04 P.M. FOR A PUBLIC HEARING TO AMEND THE 2017 GROSSE POINTE WOODS CITY CODE, CHAPTER 50, ZONING – ARTICLE III DISTRICT REGULATIONS, BY ADDING NEW SECTION 50-186 "PROHIBITED USES – MARIJUANA ESTABLISHMENTS", TO PROHIBIT MARIJUANA ESTABLISHMENTS UNDER THE MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT (MRTMA).

The City Attorney presented an overview of his January 10, 2019, letter to discuss and answer questions.

The Chair asked if anyone from the audience wished to speak in favor of or in opposition to the proposed request. No one wished to be heard.

Motion by Vaughn, seconded by Fuller, that the public hearing be closed at 7:12 p.m. PASSED UNANIMOUSLY.

Motion by Profeta, seconded by Rozycki, regarding the Public Hearing to amend the 2017 Grosse Pointe Woods City Code, Chapter 50, Zoning Article III District Regulations, by adding new Section #50-186 "Prohibited Uses-Marijuana Establishments", that after reviewing the proposed ordinance prohibiting marijuana establishment use, the Planning Commission concurs with the draft of the ordinance prepared by the City Attorney and recommends to the City Council that the ordinance be adopted.

Motion carried by the following vote:

YES: Fuller, Gilezan, Hamborsky, Ketels, Profeta, Rozycki, Vaughn, Vitale
NO: None
ABSENT: None

COMMITTEE-OF-THE-WHOLE MINUTES EXCERPT
10-22-18

The City Attorney then provided an overview regarding the November 6th Proposal 1, **recreational marijuana**. If the initiative passes, the law will go into effect ten days after it passes. Cities have plenty of time to determine whether they are going to permit marijuana establishments. It will be legal for 21 year old people to smoke but not in public. Retail marijuana stores are also part of the Act. In the past the City took no action thereby not allowing medical marijuana. If it is the intent to prohibit recreational marijuana, the City needs to opt-out, and following discussions with the Building Official that would be done through the Zoning Ordinance. The issue would first go to the Planning Commission for a report and then to Council for first/second ordinance readings. There is no specific timeline in the new Act, and the State will have a year to promulgate the rules for issuing licenses.

The City Attorney recommended the Council address a Land Use Moratorium at the November 19th meeting until such time as the City may enact an ordinance that will prohibit marijuana establishments in Grosse Pointe Woods, adding the moratoriums are being upheld in the courts.

There was a consensus of the Committee to prohibit the use of recreational marijuana and directed the City Attorney to prepare a moratorium.

CHARLES T. BERSCHBACK
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blbwlaw@yahoo.com

CHARLES T. BERSCHBACK

DON R. BERSCHBACK
OF COUNSEL

RECEIVED
NOV - 7 2018
CITY OF GROSSE POINTE WOODS

November 7, 2018

The Honorable Mayor and City Council
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE. Michigan Regulation and Taxation of Marijuana Act (MRTMA) / Agenda item 11.19.18

Dear Mayor and Council:

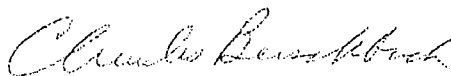
On November 6, 2018, the Michigan Electorate voted to adopt the MRTMA. The Act allows municipalities to make a decision on whether a "marijuana establishment" should be allowed to operate within each city. If the City of Grosse Pointe Woods wishes to allow these uses, I should be directed to start drafting comprehensive zoning ordinances consistent with the MRTMA. If not, the Council should direct me to draft an ordinance making clear that recreational marijuana establishments are prohibited.

Regardless of which decision is made, it will be best to place such an ordinance in Chapter 50 relating to Zoning. Any ordinance would require a report from the Planning Commission. Administration is prepared to have this on the next Planning Commission Agenda scheduled for November 27, 2018. The Council would then receive their report and address the proposed ordinance on December 3, 2018 or at a later date as directed by Council.

Because of the time involved in drafting, reviewing, and enacting a zoning ordinance, I am recommending that the Council adopt a resolution for a six month moratorium regarding recreational marijuana establishments. I have attached a proposed resolution to this letter.

I am also requesting direction from the Council regarding what type of ordinance to draft. Thank you.

Very truly yours,



CHARLES T. BERSCHBACK

CTB:nmg
Enclosures

cc: Bruce Smith
Lisa Hathaway
Don Berschback
Gene Tutag

Motion by Bryant, seconded by Shetler, regarding **Resolution – Michigan Regulation and Taxation of Marijuana Act (MRTMA)**, that the City Council adopt the Resolution as presented.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by Bryant, seconded by Shetler, regarding **amendment to the Zoning Ordinance**, that the City Attorney be directed to prepare an amendment to the Zoning Ordinance, Chapter 50, making it clear that marijuana establishments are prohibited, and forward to the Planning Commission for their review at the meeting on January 22, 2019.

Motion carried by the following vote:

Yes: Bryant, Granger, McConaghy, McMullen, Novitke, Shetler
No: Koester
Absent: None

CHARLES T. BERSCHBACK

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blbwlaw@yahoo.com

CHARLES T. BERSCHBACK

DON R. BERSCHBACK
OF COUNSEL

November 20, 2018

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

RE. November 27, 2018 Agenda Item
Scheduling Recreational Marijuana Ordinance Public Hearing

Dear Planning Commission:

The Michigan Regulation and Taxation of Marijuana Act (MRTMA) was passed after a ballot initiative on November 6, 2018. On November 19, 2018 the City Council adopted a resolution providing for a six month land use moratorium regarding recreational marijuana establishments (attached).

The Council also directed me to prepare an ordinance consistent with the new Act which would prohibit marijuana establishments as a use in all districts in the City. I have attached a copy of that Ordinance for your review.

Because this Ordinance will be part of Chapter 50 Zoning, Section 50-120 allows the Council to amend the zoning regulations "after report by the Planning Commission".

I have reviewed the Act and have reviewed comments from other City Attorneys regarding ordinances in this regard. It is simply a matter of making clear that the marijuana establishments are prohibited as shown in the attached draft ordinance.

MCL 125.3306 requires the Planning Commission to hold at least one public hearing before submitting its report/recommendation for a proposed zoning ordinance to the City Council. Accordingly, I am requesting that the Planning Commission schedule a public hearing on this matter for its January meeting. Administration will then post and publish the appropriate notices.

If you have any questions, please call.

Very truly yours,


CHIP BERSCHBACK

CTB:nmg

Enclosures

cc: City Council
Bruce Smith
Gene Tutag
Sue Stewart

The next item was to **Schedule a Public Hearing: Michigan Regulation and Taxation of Marijuana Act (MRTMA).**

Discussion ensued regarding the purpose, procedures, and scheduling of the Public Hearing for a zoning ordinance amendment prohibiting marijuana facilities. The Building Official was asked to include the attachments from the City Attorney's letter dated November 20, 2018, into the December's meeting packet. The attachments to be included are as follows:

1. The "Resolution for land use moratorium regarding recreational marijuana establishments."
2. The draft ordinance amendment to Sec. 50-186 – "Prohibited Uses-Marijuana Establishments", to prohibit marijuana establishments under the Michigan Regulation and Taxation of Marihuana Act (MRTMA).

Motion by Profeta, seconded by Vaughn, regarding scheduling a Public Hearing for a zoning amendment with regard to Michigan Regulation and Taxation of Marijuana Act (MRTMA), that a Public Hearing be scheduled for January 22, 2019 at 7:00 p.m.

Motion carried by the following vote:

YES: Fuller, Gilezan, Hamborsky, Ketels, Profeta, Vaughn, Vitale
NO: None
ABSENT: Rozycki

CHARLES T. BERSCHBACK

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blbwlaw@yahoo.com

CHARLES T. BERSCHBACK

DON R. BERSCHBACK
OF COUNSEL

January 10, 2019

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

RE. Recreational Marijuana Ordinance Public Hearing
Agenda Item January 22, 2019

Dear Planning Commission:

I have attached a copy of my original letter which placed this item on the January 22nd Planning Commission agenda.

I have also attached a copy of the proposed ordinance. As previously noted, our Zoning chapter allows the Council to amend the zoning regulations "after a report by the Planning Commission".

I propose the following motion: "After review of the proposed ordinance prohibiting marijuana establishment uses, the Planning Commission concurs with the draft of the ordinance prepared by the City Attorney and recommends to the City Council that the ordinance be adopted."

If you have any questions please call.

Very truly yours,


CHIP BERSCHBACK

CTB:gmr
Enclosures

cc: Bruce Smith
Lisa Hathaway
Gene Tutag
Sue Stewart

**CITY OF GROSSE POINTE WOODS
RESOLUTION FOR LAND USE MORATORIUM
REGARDING RECREATIONAL MARIJUANA ESTABLISHMENTS**

WHEREAS, the City of Grosse Pointe Woods is currently reviewing the appropriateness of allowing certain land uses relating to businesses which, because of their nature, are recognized as having a potential to detract from neighborhoods, potentially adversely affect property values, potentially cause an increase in crime, and have other undesirable effects, and

WHEREAS, the City has initiated a review to determine the appropriate ordinances regarding recreational marihuana establishments, and

WHEREAS, City of Grosse Pointe Woods has a legitimate purpose in addressing the appropriateness of such land use, and

WHEREAS, this review process may take several months to properly accomplish, and

WHEREAS, the City is legitimately concerned that uses may attempt to be established before the revised land use ordinances may be drafted and enacted, thereby defeating the purpose of the ordinance.

WHEREAS, it is a routine and appropriate method to forestall such problems to enact a reasonable moratorium on all land uses for certain businesses until such time as an ordinance can be drafted and enacted,

NOW, THEREFORE, BE IT RESOLVED, that the City of Grosse Pointe Woods hereby temporarily denies use of land for activities relating to the following certain businesses:

Recreational Marihuana Establishments.

BE IT FURTHER RESOLVED that this moratorium shall terminate and be of no further effect upon the effective date of a land use ordinance regulating such activities, or after six months from the effective date of this moratorium, whichever occurs first.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

LISA K. HATHAWAY
City Clerk

CERTIFICATION

I, Lisa K. Hathaway, 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 November 19, 2018, 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.

LISA K. HATHAWAY
City Clerk

ORDINANCE # _____

**ORDINANCE TO AMEND CHAPTER 50, ZONING,
ARTICLE III DISTRICT REGULATIONS BY ADDING
NEW SEC. 50-186 "PROHIBITED USES – MARIJUANA ESTABLISHMENTS",
TO PROHIBIT MARIJUANA ESTABLISHMENTS
UNDER THE MICHIGAN REGULATION AND TAXATION
OF MARIHUANA ACT (MRTMA).**

THE CITY OF GROSSE POINTE WOODS ORDAINS:

Sec. 50-186. Prohibited Uses – Marijuana Establishments.

Pursuant to Sec. 6.1 of the Michigan Regulation and Taxation of Marihuana Act (the Act), the City of Grosse Pointe Woods elects to completely prohibit all marijuana establishments as defined by the Act, in all zoning districts in the City of Grosse Pointe Woods.

First reading:
Second reading:
Published GPN:
Adopted:
Effective:

RECEIVED 12B

JAN 31 2019

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

CHARLES T. BERSCHBACK

ATTORNEY AT LAW

24053 EAST JEFFERSON AVENUE

ST. CLAIR SHORES, MICHIGAN 48080-1530

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CHARLES T. BERSCHBACK

DON R. BERSCHBACK

OF COUNSEL

January 31, 2019

The Honorable Mayor and City Council
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE: Marijuana Ordinances
February 4, 2019 Agenda Items

Dear Mayor and Council:

At the meeting originally scheduled for January 28, 2019, I provided you with two separate ordinances, one regarding the prohibition of "marijuana establishments", and another one originally entitled "Prohibition regarding consumption of marijuana in a public place". No changes have been made to the zoning ordinance for the February 4th rescheduled meeting. On the second ordinance, I am replacing the original ordinance dealing with public places, and have enclosed a new proposed ordinance which deals with all of the various prohibitions in the State law that would now be civil infractions under our City Code.

The proposed ordinance copies the language of the statute virtual verbatim regarding the "unlawful acts" section. The most likely civil infractions to be written under these circumstances will involve consuming or smoking in public, and under age 21 possession.

As to the penalties, I have incorporated the penalties in the State law into our local ordinance.

Enactment of the ordinance will allow Public Safety to write civil infraction tickets in a vast majority of these cases. If anyone has any questions, please feel free to call.

Very truly yours,



CHIP BERSCHBACK

CTB:gmr

cc: Bruce Smith
Lisa K. Hathaway
John Kosanke

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 28 OFFENSES,
BY AMENDING SEC. 28-316 MARIJUANA TO UPDATE THE
ORDINANCE IN ACCORDANCE WITH STATE LAW,
ADOPTING STATE LAW DEFINITIONS, PROHIBITIONS AND
PENALTIES.

THE CITY OF GROSSE POINTE WOODS ORDAINS:

~~Sec. 28-316. — Marijuana.~~

- ~~(a) — It shall be unlawful for any person to possess, sell or offer for sale, distribute, administer, dispense, prescribe or give away *cannabis*, commonly called *marijuana*, or any mixture thereof, except as provided in this article.~~
- ~~(b) — An officer of the department of public safety may, in the performance of such officer's official duties, purchase, receive, possess, sell, distribute, prescribe, administer or dispense *cannabis*.~~
- ~~(c) — Any fraud, deceit, misrepresentation, subterfuge or concealment of a material fact, or the use of a false name or the giving of a false address, for the purpose of obtaining any *cannabis* or mixture thereof shall be deemed a violation of this chapter. No person who shall have obtained the possession of any *cannabis* or mixture thereof shall use such *cannabis* or mixture thereof or permit or authorize its use for any purpose.~~
- ~~(d) — No person shall knowingly loiter about, frequent or live in any building, apartment, store, automobile, boat, boathouse or other place of any description whatsoever where *cannabis* or a mixture thereof is sold, dispensed, furnished, given away, stored or kept illegally.~~

~~(Code 1975, § 8-3-46; Code 1997, § 54-178)~~

Sec. 28-316 - Marijuana.

- a) For purposes of this section, the definitions found in the Michigan Regulation and Taxation of Marijuana Act ("The Act"), MCL 333.27951 *et seq* are hereby incorporated and adopted by reference.
- (b) Lawful acts. Except as otherwise provided in this section, the following acts by a person 21 years of age or older are not unlawful:
 - (1) Possessing, using or consuming, internally possessing, purchasing, transporting, or processing 2.5 ounces or less of marijuana, except that not

more than 15 grams of marijuana may be in the form of marijuana concentrate.

- (2) Within the person's residence, possessing, storing, and processing not more than 10 ounces of marijuana and any marijuana produced by marijuana plants cultivated on the premises and cultivating not more than 12 marijuana plants for personal use, provided that no more than 12 marijuana plants are possessed, cultivated, or processed on the premises at once.
 - (3) Assisting another person who is 21 years of age or older in any of the acts described in this section.
 - (4) Giving away or otherwise transferring without remuneration up to 2.5 ounces of marijuana, except that not more than 15 grams of marijuana may be in the form of marijuana concentrate, to a person 21 years of age or older, as long as the transfer is not advertised or promoted to the public.
- (c) *Unlawful acts.* Unless otherwise authorized by the State of Michigan or City of Grosse Pointe Woods to conduct such activities, it shall be unlawful for any person to:
- (1) Operate, navigate, or be in physical control of any motor vehicle, aircraft, snowmobile, off-road recreational vehicle, or motorboat while under the influence marijuana;
 - (2) Transfer of marijuana or marijuana accessories to a person under the age of 21;
 - (3) Be under the age of 21 and possess, consume, purchase, or otherwise obtain, cultivate, process, transport, or sell marijuana and/or marijuana accessories;
 - (4) Separate or attempt to separate plant resin by butane extraction or another method that utilizes a substance with a flashpoint below 100 degrees Fahrenheit in any public place, motor vehicle, or within the curtilage of any residential structure.
 - (5) Consume marijuana in a public or smoke marijuana where prohibited by the person who owns, occupies, or manages the property, except for purposes of this subsection, (c)(5), a public place does not include an area the city has designated as an authorized area of consumption that is not accessible to persons under the age of 21;
 - (6) Cultivate marijuana plants if the plants are visible from a public place without the use of binoculars, aircraft, or other optical aids or outside of an

enclosed area equipped with locks or other functioning security devices that restrict access to the area.

- (7) Consume marijuana while operating, navigating, or being in physical control of any motor vehicle, aircraft, snowmobile, off-road recreational vehicle, or motorboat, or smoke marijuana within the passenger area of a vehicle upon a public way;
 - (8) Possess marijuana accessories or possess or consume marijuana on the grounds of a public or private school where children attend classes in preschool programs, kindergarten programs, or grades 1 through 12, in a school bus, or on the grounds of any correctional facility.
 - (9) Possess more than 2.5 ounces of marijuana within a person's place of residence unless the excess marijuana is stored in a container or area equipped with locks or other functioning security devices that restrict access to the contents of the container or area.
- (d) *Penalty.* A person who commits any of the following acts, and is not otherwise authorized by the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951 *et. seq.*, or the City of Grosse Pointe Woods Code of Ordinances, may be punished as follows:
- (1) A person who violates subsection (c)(5), (c)(6), or (c)(9), where the person otherwise possesses not more than the amount of marijuana allowed, cultivates not more than the amount of marijuana allowed, delivers without receiving remuneration to a person who is at least 21 years of age not more than the amount of marijuana allowed, or possesses with intent to deliver not more than the amount of marijuana allowed, is responsible for a civil infraction and may be punished by a fine of \$100 and forfeiture of the marijuana.
 - (2) A person who possesses not more than twice the amount of marijuana allowed, cultivates not more than twice the amount of marijuana allowed, delivers without receiving remuneration to a person who is at least 21 years of age not more than twice the amount of marijuana allowed, or possesses with intent to deliver not more than twice the amount of marijuana allowed, is punishable as follows:
 - i. For a first violation, is responsible for a civil infraction and may be punished by a fine of not more than \$500 and forfeiture of the marijuana;

- ii. For a second violation, is responsible for a civil infraction and may be punished by a fine of not more than \$1,000 and forfeiture of the marijuana;
 - iii. For a third or subsequent violation, is guilty of a misdemeanor and may be punished by a fine of not more than \$500 and forfeiture of the marijuana.
 - iv. If a person engages in any of the activities prohibited by subsection (c) while possessing more than the amount of marijuana allowed, cultivating more than the amount of marijuana allowed, delivering without receiving remuneration to a person who is at least 21 years age more than the amount of marijuana allowed, or possessing with intent to deliver more than the amount of marijuana allowed, the violation is punishable as a misdemeanor, with a fine not to exceed \$500 or by imprisonment not to exceed 90 days, or both such fine and imprisonment, in the discretion of the court.
- (3) Except for a person who engaged in conduct described by subsection (c)(1), (c)(4), or (c)(7), a person under 21 years of age who possesses not more than 2.5 ounces of marijuana or who cultivates not more than 12 marijuana plants:
- i. For a first violation, is responsible for a civil infraction and may be punished as follows:
 - a. If less than 18 years of age, by a fine of \$100 or community service, forfeiture of the marijuana, and completion of 4 hours of drug education or counseling.
 - b. If at least 18 years of age, by a fine of \$100 and forfeiture of the marijuana.
 - ii. For a second violation, is responsible for a civil infraction and may be punished as follows:
 - a. If less than 18 years of age, by a fine of \$500 or community service, forfeiture of marijuana, and completion of 8 hours of drug education or counseling.
 - b. If at least 18 years of age, by a fine of \$500 and forfeiture of the marijuana.
- (4) A person who possesses more than twice the amount of marijuana allowed, cultivates more than twice the amount allowed, or delivers without receiving any remuneration to a person who is at least 21 years of

age more than twice the amount of marijuana allowed, is punishable as follows:

- i. A violation is punishable as a misdemeanor, with a fine not to exceed \$500; and
 - ii. A person shall also be subject to imprisonment in the discretion of the court if the violation was habitual, willful, and for a commercial purpose, or if the violation involved violence.
- (5) A person who violates subsection (c)(2), (c)(4), or (c)(7), is responsible for a misdemeanor, with a fine not to exceed \$500 or by imprisonment not to exceed 90 days, or both such fine and imprisonment, in the discretion of the court.
- (6) A person 21 years or older who violates subsection (c)(8), is responsible for a misdemeanor, with a fine not to exceed \$500 or by imprisonment not to exceed 90 days, or both such fine and imprisonment, in the discretion of the court.



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 Schoenherr Road 586.726.1234
Shelby Township, MI 48315 www.aewinc.com

13A

RECEIVED

JAN - 9 2019

January 8, 2019

Cathy Behrens
City of Grosse Pointe Woods
20025 Mack Avenue
Grosse Pointe Woods, Michigan 48236-2397

PO #18-44846
203-451-977.804
01-08-2019

Reference: 2018 Road Program
City of Grosse Pointe Woods
AEW Project No. 0160-0407


FS


Dear Ms. Behrens:

Enclosed please find Construction Pay Estimate No. 3 for the above referenced project. For work performed through January 6, 2019 we recommend issuing payment for the **Net Earnings this Period (see Page 2)** in the amount of **\$28,830.72** to Florence Cement Company 51515 Corridor, Shelby Township, Mi., 48315

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

Sincerely,



Scott Lockwood
Project Manager

cc: Bruce Smith, City Administrator
Frank Schulte, Director of Public Services
Jeanne Duffy
Susan Como
Florence Cement Company



Construction Pay Estimate Report

Anderson, Eckstein and Westrick

1/8/2019 10:32 AM

FieldManager 5.3b

Contract: .0160-0407, 2018 Road Program

Estimate No.	Estimate Date	Entered By	Estimate Type	Managing Office
3	1/6/2019	Michelle Ankawi	Semi-Monthly	Anderson, Eckstein and Westrick
All Contract Work Completed	Construction Started Date	Prime Contractor Florence Cement Company 12585 23 Mile Rd Shelby Township MI 48315-2623		
Comments Current Contract Amount: \$2,157,940.09 % Completed: 17%				

Item Usage Summary

Project: 0160-0407 Ani, 2018 Road Program

Category: 0001, Road

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
_ Reimbursable Permit Fees	Dir	1027060	0005	0005	00	000	4,070.000	1.00	\$4,070.00
Mobilization, Max 5%	LS	1500001	0010	0010	00	000	0.200	103,000.00	\$20,600.00
Sidewalk, Rem	Syd	2040055	0030	0030	00	000	19.380	23.00	\$445.74
Subtotal for Category 0001:									\$25,115.74

Category: 0002, Water and Sewer

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
_ Catch Basin Cover, GPW	Ea	4037050	0260	0260	00	000	2.000	410.00	\$820.00
_ Combined Manhole Cover, GPW	Ea	4037050	0270	0270	00	000	1.000	410.00	\$410.00
Aggregate Base, 6 inch	Syd	3020016	0205	0205	00	000	663.100	7.00	\$4,641.70
Pavt, Rem	Syd	2040050	0200	0200	00	000	43.510	19.00	\$826.69
Underdrain, Subgrade, 4 inch	Ft	4040071	0285	0285	00	000	20.000	11.00	\$220.00
Subtotal for Category 0002:									\$6,918.39
Subtotal for Project 0160-0407 Ani:									\$32,034.13

Total Estimated Item Payment: \$32,034.13

Time Charges

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



Construction Pay Estimate Report

Anderson, Eckstein and Westrick

1/8/2019 10:32 AM

FieldManager 5.3b

Pre-Voucher Summary


Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
0160-0407 Ani, 2018 Road Program	0003	\$32,034.13	\$0.00	\$32,034.13
Voucher Total:				\$32,034.13

Summary

Current Voucher Total:	\$32,034.13	Earnings to date:	\$380,416.75
-Current Retainage:	\$3,203.41	- Retainage to date:	\$38,041.68
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
Total Estimated Payment:	\$28,830.72	Net Earnings to date:	\$342,375.07
		- Payments to date:	\$313,544.35
		Net Earnings this period:	\$28,830.72

Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document. I also certify the prime contractor is meeting all requirements for minority percentages and the payrolls are current.

 Scott Lockwood, PE, AEW

1/8/19
(Date)



Construction Pay Estimate Amount Balance Report

Estimate: 3

1/8/2019 10:32 AM

FieldManager 5.3b

Anderson, Eckstein and Westrick

Contract: .0160-0407, 2018 Road Program

Project: 0160-0407 Ani, 2018 Road Program

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1225	_ Crew Days	8107050	0.000	Ea		0.000			0.00000	
Subtotal for Category 0000:										0

Category: 0001, Road

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0005	_ Reimbursable Permit Fees	1027060	500.000	Dir	4,070.000	4,070.000	4,070.000	814%	1.00000	\$4,070.00
0010	Mobilization, Max 5%	1500001	0.250	LS	0.200	0.200	0.200	80%	103,000.00000	\$20,600.00
0015	Tree, Rem, 6 inch to 18 inch	2020004	8.000	Ea		7.000	7.000	88%	500.00000	\$3,500.00
0020	Curb and Gutter, Rem	2040020	500.000	Ft		0.000			18.00000	
0025	Pavt, Rem	2040050	225.000	Syd		19.740	19.740	9%	19.00000	\$375.06
0030	Sidewalk, Rem	2040055	80.000	Syd	19.380	24.930	24.930	31%	23.00000	\$573.39
0035	Ero Con, Inlet Protection, Fabric Drop	2080020	7.000	Ea		0.000			100.00000	
0040	Aggregate Base, 8 inch	3020016	30.000	Syd		0.000			7.00000	
0045	Maintenance Gravel	3060020	100.000	Ton		77.180	77.180	77%	25.00000	\$1,929.50
0050	_ Geosynthetic Paving Fabric	3087011	3,700.000	Syd		0.000			3.57000	
0055	Dr Structure Cover, Adj, Case 1	4030005	5.000	Ea		0.000			400.00000	
0060	_ Gate Well Cover, Adj, Case 1	4037050	1.000	Ea		0.000			640.00000	
0065	_ Gate Well Cover, GPW	4037050	1.000	Ea		0.000			410.00000	
0070	Pavt, Cleaning	5010001	0.340	LS		0.000			2,000.00000	
0075	HMA Surface, Rem	5010005	3,650.000	Syd		0.000			2.70000	
0080	Joint and Crack, Cleanout	5010015	4,500.000	Ft		0.000			0.45000	
0085	Pavt Joint and Crack Repr, Det 7	5010020	450.000	Ft		0.000			12.40000	
0090	Hand Patching	5010025	10.000	Ton		0.000			77.00000	
0095	HMA, 5E1	5010056	610.000	Ton		0.000			103.00000	
0100	Conc Pavt w/ Int Curb, Nonrein, 7 inch	6020162	30.000	Syd		0.000			41.40000	
0105	Cold Milling Conc Pavt	6030014	100.000	Syd		0.000			3.00000	

Contract: .0160-0407

Estimate: 3

Page 1 of 13



Construction Pay Estimate Amount Balance Report

Estimate: 3

1/8/2019 10:32 AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

Project: 0160-0407 Ani, 2018 Road Program

Category: 0001, Road

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0110	Lane Tie, Epoxy Anchored	6030030	400.000	Ea		0.000			8.00000	
0115	Pavt Repr, Nonreinf Conc, 6 inch	6030044	20.000	Syd		0.000			50.00000	
0120	Pavt Repr, Rem	6030080	20.000	Syd		0.000			30.00000	
0125	Driveway, Nonreinf Conc, 6 inch	8010005	470.000	Syd		0.000			42.50000	
0130	Curb and Gutter, Conc, Det F1	8020035	300.000	Ft		0.000			21.00000	
0135	Sidewalk Ramp, Conc, 7 inch	8030037	220.000	Sft		0.000			7.50000	
0140	Sidewalk, Conc, 4 inch	8030044	315.000	Sft		0.000			5.50000	
0145	Pavt Mrkg, Waterborne, 4 inch, White	8110231	14.000	Ft		0.000			15.00000	
0150	Pavt Mrkg, Waterborne, 2nd Appl, 4, White	8110251	14.000	Ft		0.000			10.00000	
0155	Rem Curing Compound, for Longit Mrkg, 4"	8110307	14.000	Ft		0.000			20.00000	
0160	_ Traffic Control, Minor Street	8127050	1.000	Ea		0.000			1,500.00000	
0165	_ Proposed Trees	8157050	8.000	Ea		0.000			580.00000	
0170	_ Audio Visual Record of Construction Area	8507051	0.250	LS		0.250	0.250	100%	2,300.00000	\$575.00
0175	_ Rubbish Pickup	8507051	0.250	LS		0.000			5,000.00000	
Subtotal for Category 0001:										31622.95

Category: 0002, Water and Sewer

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0180	Dr Structure, Abandon	2030010	1.000	Ea		0.000			370.00000	
0185	Dr Structure, Rem	2030011	2.000	Ea		4.000	4.000	200%	370.00000	\$1,480.00
0190	Sewer, Rem, Less than 24 inch	2030015	115.000	Ft		38.000	38.000	33%	19.00000	\$722.00
0195	Curb and Gutter, Rem	2040020	160.000	Ft		0.000			18.00000	
0200	Pavt, Rem	2040050	1,040.000	Syd	43.510	798.420	798.420	77%	19.00000	\$15,169.98
0205	Aggregate Base, 6 inch	3020018	925.000	Syd	663.100	663.100	663.100	72%	7.00000	\$4,641.70
0210	Sewer, CI IV, 24 Inch, Tr Det B	4020993	605.000	Ft		609.300	609.300	101%	139.00000	\$84,692.70
0215	_ Sewer, Sch 40 PVC, 10 inch, Tr Det B	4027001	65.000	Ft		27.500	27.500	42%	60.00000	\$1,650.00

Contract: .0160-0407

Estimate: 3

Page 2 of 13



Construction Pay Estimate Amount Balance Report

Estimate: 3

1/8/2019 10:32 AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

Project: 0160-0407 Ani, 2018 Road Program

Category: 0002, Water and Sewer

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0220	_ Sewer, Sch 40 PVC, 4 inch, Tr Det B	4027001	25.000	Ft		0.000			230.00000	
0225	_ Sewer, Sch 40 PVC, 8 inch, Tr Det B	4027001	5.000	Ft		27.000	27.000	540%	230.00000	\$6,210.00
0230	_ Sewer Bulkhead, 10 inch	4027050	1.000	Ea		2.000	2.000	200%	200.00000	\$400.00
0235	_ CMP Detention System	4027051	1.000	LS		1.000	1.000	100%	47,600.00000	\$47,600.00
0240	Dr Structure, 24 inch dia	4030200	1.000	Ea		1.000	1.000	100%	1,600.00000	\$1,600.00
0245	Dr Structure, 48 inch dia	4030210	7.000	Ea		5.000	5.000	71%	2,500.00000	\$12,500.00
0250	Dr Structure, Adj, Add Depth	4030280	5.000	Ft		0.000			270.00000	
0255	Dr Structure, Tap, 4 inch	4030304	2.000	Ea		1.000	1.000	50%	180.00000	\$180.00
0260	_ Catch Basin Cover, GPW	4037050	5.000	Ea	2.000	3.000	3.000	60%	410.00000	\$1,230.00
0265	_ Catch Basin Cover, Restricted, GPW	4037050	4.000	Ea		0.000			450.00000	
0270	_ Combined Manhole Cover, GPW	4037050	1.000	Ea	1.000	1.000	1.000	100%	410.00000	\$410.00
0275	_ Dr Structure Trap, 8 inch	4037050	1.000	Ea		1.000	1.000	100%	335.00000	\$335.00
0280	_ Storm Manhole Cover, GPW	4037050	8.000	Ea		4.000	4.000	50%	410.00000	\$1,640.00
0285	Underdrain, Subgrade, 4 inch	4040071	250.000	Ft	20.000	119.000	119.000	48%	11.00000	\$1,308.00
0290	Conc Pavt w/ Int Curb, Nonreinf, 7 inch	6020162	925.000	Syd		0.000			41.40000	
0295	Joint, Plane-of-Weakness, W	6020211	150.000	Ft		0.000			2.20000	
0300	Joint, Plane-of-Weakness W, Intersection	6020310	225.000	Ft		0.000			2.60000	
0305	Pavt Repr, Nonreinf Conc, 8 inch	6030044	90.000	Syd		0.000			50.00000	
0310	Pavt Repr, Rem	6030080	90.000	Syd		0.000			30.00000	
0315	Driveway, Nonreinf Conc, 6 inch	8010005	120.000	Syd		0.000			42.50000	
0320	Curb and Gutter, Conc, Det F1	8020035	160.000	Ft		0.000			21.00000	
0325	Sidewalk, Conc, 6 inch	8030046	150.000	Sft		0.000			6.50000	
0330	Part Width Intersection Construction	8120190	1.000	Ea		0.000			0.01000	

Subtotal for Category 0002: 181770.38

Subtotal for Project 0160-0407 Ani: 213393.33



Construction Pay Estimate Amount Balance Report

Estimate: 3

1/8/2019 10:32 AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

Project: 0160-0407 Bry, 2018 Road Program

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1225	_ Crew Days	8107050	0.000	Ea		0.000			0.00000	
										Subtotal for Category 0000: 0

Category: 0001, Road

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0335	_ Reimbursable Permit Fees	1027060	500.000	Dir		0.000			1.00000	
0340	Mobilization, Max 5%	1500001	0.250	LS		0.000			103,000.00000	
0345	Curb and Gutter, Rem	2040020	64.000	Ft		0.000			18.00000	
0350	Pavt, Rem	2040050	50.000	Syd		0.000			19.00000	
0355	Ero Con, Inlet Protection, Fabric Drop	2080020	4.000	Ea		0.000			100.00000	
0360	Maintenance Gravel	3060020	75.000	Ton		0.000			25.00000	
0365	_ Geosynthetic Paving Fabric	3087011	2,000.000	Syd		0.000			3.57000	
0370	Pavt, Cleaning	5010001	0.330	LS		0.000			2,000.00000	
0375	HMA Surface, Rem	5010005	1,885.000	Syd		0.000			2.70000	
0380	Joint and Crack, Cleanout	5010015	2,200.000	Ft		0.000			0.45000	
0385	Pavt Joint and Crack Repr, Det 7	5010020	220.000	Ft		0.000			12.40000	
0390	Hand Patching	5010025	11.000	Ton		0.000			77.00000	
0395	HMA, 5E1	5010056	385.000	Ton		0.000			103.00000	
0400	Lane Tie, Epoxy Anchored	6030030	400.000	Ea		0.000			8.00000	
0405	Pavt Repr, Nonreinf Conc, 8 inch	6030044	300.000	Syd		0.000			50.00000	
0410	Pavt Repr, Rem	6030080	300.000	Syd		0.000			30.00000	
0415	Driveway, Nonreinf Conc, 6 inch	8010005	70.000	Syd		0.000			42.50000	
0420	Curb and Gutter, Conc, Det F1	8020035	64.000	Ft		0.000			21.00000	
0425	Pavt Mrkg, Waterborne, 6 inch, White	8110233	18.000	Ft		0.000			20.00000	
0430	Pavt Mrkg, Waterborne, 2nd Appt, 6, White	8110253	18.000	Ft		0.000			15.00000	
0435	Rem Curing Compound, for Longit Mrkg, 6"	8110308	18.000	Ft		0.000			25.00000	

Contract: 0160-0407

Estimate: 3

Page 4 of 13



Construction Pay Estimate Amount Balance Report

Estimate: 3

1/8/2019 10:32 AM

FieldManager 5.3b

Anderson, Eckstein and Westrick

Project: 0160-0407 Bry, 2018 Road Program

Category: 0001, Road

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0440	_ Traffic Control, Minor Street	8127050		1,000 Ea		0.000			1,500.00000	
0445	_ Surface Restoration, Hydroseeding	8167011		50.000 Syd		0.000			6.80000	
0450	_ Audio Visual Record of Construction Area	8507051		0.250 LS		0.250	0.250	100%	2,300.00000	\$575.00
0455	_ Rubbish Pickup	8507051		0.250 LS		0.000			5,000.00000	
Subtotal for Category 0001:										575.00

Category: 0002, Water and Sewer

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0460	Tree, Rem, 6 inch to 18 inch	2020004		1,000 Ea		1.000	1.000	100%	500.00000	\$500.00
0465	Dr Structure, Rem	2030011		4,000 Ea		0.000			370.00000	
0470	Sewer, Rem, Less than 24 inch	2030015		340.000 Ft		0.000			19.00000	
0475	Curb and Gutter, Rem	2040020		112.000 Ft		0.000			18.00000	
0480	Pavt, Rem	2040050		90.000 Syd		0.000			19.00000	
0485	_ Sewer, Sch 40 PVC, 10 inch, Tr Det B	4027001		320.000 Ft		0.000			60.00000	
0490	_ Storm Sewer Repr, 10 inch	4027001		13,000 Ft		0.000			200.00000	
0495	Dr Structure, 24 inch dia	4030200		2,000 Ea		0.000			1,600.00000	
0500	Dr Structure, 48 inch dia	4030210		3,000 Ea		0.000			2,500.00000	
0505	_ Catch Basin Cover, Restricted, GPW	4037050		4,000 Ea		0.000			450.00000	
0510	_ Storm Manhole Cover, GPW	4037050		1,000 Ea		0.000			410.00000	
0515	Pavt Repr, Nonrein Conc, 8 inch	6030044		175.000 Syd		0.000			50.00000	
0520	Pavt Repr, Rem	6030080		175.000 Syd		0.000			30.00000	
0525	Driveway, Nonrein Conc, 6 inch	8010005		120.000 Syd		0.000			42.50000	
0530	Curb and Gutter, Conc, Det F1	8020035		112.000 Ft		0.000			21.00000	

Contract: .0160-0407

Estimate: 3

Page 5 of 13



Construction Pay Estimate Amount Balance Report

Estimate: 3

1/8/2019 10:32 AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

Project: 0160-0407 Bry, 2018 Road Program

Category: 0002, Water and Sewer

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0535	_ Proposed Trees	8157050		1,000 Ea		0.000			560.00000	

Subtotal for Category 0002: 500.00

Subtotal for Project 0160-0407 Bry: 1075.00

Project: 0160-0407 Coe, 2018 Road Program

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1225	_ Crew Days	8107050		0,000 Ea		0.000			0.00000	

Subtotal for Category 0000: 0

Category: 0001, Road

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0540	Hand Patching	5010025	225,000	Ton		240.270	240.270	107%	77.00000	\$18,500.79
0545	_ Pavt Joint and Crack Repr, Det 7, Special	5017001	5,850,000	Ft		6,396.100	6,396.100	108%	10.80000	\$69,077.88
0550	_ Traffic Control, Minor Street	8127050		1,000 Ea		1.000	1.000	100%	1,500.00000	\$1,500.00

Subtotal for Category 0001: 89078.67

Subtotal for Project 0160-0407 Coe: 89078.67



Construction Pay Estimate Amount Balance Report

Estimate: 3

1/8/2019 10:32 AM

Anderson, Ecksteln and Westrick

FieldManager 5.3b

Project: 0160-0407 Loc, 2018 Road Program

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1225	_ Crew Days	8107050		0.000 Ea		0.000			0.00000	
Subtotal for Category 0000:										0

Category: 0001, Road

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0555	_ Reimbursable Permit Fees	1027060	500.000	Dir		0.000			1.00000	
0560	Mobilization, Max 5%	1500001	0.250	LS		0.000			103,000.00000	
0565	Tree, Rem, 19 inch to 36 inch	2020002	1.000	Ea		2.000	2.000	200%	1,500.00000	\$3,000.00
0570	Tree, Rem, 6 inch to 18 inch	2020004	2.000	Ea		2.000	2.000	100%	500.00000	\$1,000.00
0575	Curb and Gutter, Rem	2040020	650.000	Ft		0.000			18.00000	
0580	Curb, Rem	2040021	2,190.000	Ft		0.000			12.00000	
0585	Pavt, Rem	2040050	140.000	Syd		0.000			19.00000	
0590	Sidewalk, Rem	2040055	133.000	Syd		0.000			23.00000	
0595	_ Station Grading, Special	2057001	500.000	Ft		0.000			25.00000	
0600	_ Subgrade Undercutting, Modified	2057021	175.000	Cyd		0.000			45.00000	
0605	Ero Con, Inlet Protection, Fabric Drop	2080020	36.000	Ea		0.000			100.00000	
0610	Aggregate Base, 6 inch	3020016	4,700.000	Syd		0.000			7.00000	
0615	Aggregate Base, 12 inch	3020030	580.000	Syd		0.000			16.00000	
0620	Aggregate Base, Conditioning	3020051	43.000	Sta		0.000			460.00000	
0625	Maintenance Gravel	3060020	150.000	Ton		0.000			25.00000	
0630	_ Geosynthetic Paving Fabric	3087011	9,515.000	Syd		0.000			3.57000	
0635	_ External Structure Wrap, 18 inch	4027050	2.000	Ea		0.000			400.00000	
0640	Dr Structure Cover, Adj, Case 1	4030005	2.000	Ea		0.000			400.00000	
0645	_ Catch Basin Cover, Restricted, GPW	4037050	27.000	Ea		0.000			450.00000	
0650	_ Combined Manhole Cover, GPW	4037050	5.000	Ea		0.000			410.00000	
0655	Underdrain, Subgrade, 4 inch	4040071	1,250.000	Ft		0.000			11.00000	

Contract: .0160-0407

Estimate: 3

Page 7 of 13

Construction Pay Estimate Amount Balance Report

Estimate: 3

1/8/2019 10:32 AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

Project: 0160-0407 Loc, 2018 Road Program

Category: 0001, Road

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0660	Pavt, Cleaning	5010001	0.330	LS		0.000			2,000.00000	
0665	HMA Surface, Rem	5010005	10,300.000	Syd		0.000			270000	
0670	Hand Patching	5010025	10.000	Ton		0.000			77.00000	
0675	HMA, 4E1	5010050	1,450.000	Ton		0.000			89.00000	
0680	HMA, 5E1	5010056	850.000	Ton		0.000			103.00000	
0686	Joint, Expansion, Erg	6030021	55.000	Ft		0.000			22.00000	
0690	Driveway, Nonreinf Conc, 6 inch	8010005	140.000	Syd		0.000			42.50000	
0695	Curb and Gutter, Conc, Det F4	8020038	2,500.000	Ft		0.000			21.00000	
0700	Sidewalk, Conc, 6 inch	8030046	100.000	Sft		0.000			6.50000	
0705	Part Width Intersection Construction	8120190	1.000	Ea		0.000			0.01000	
0710	_ Traffic Control, Minor Street	8127050	1.000	Ea		0.000			1,500.00000	
0715	_ Proposed Trees	8157050	2.000	Ea		0.000			560.00000	
0720	Sodding	8160055	1,100.000	Syd		0.000			4.40000	
0725	Topsoil Surface, Fum, 3 inch	8160061	1,100.000	Syd		0.000			4.40000	
0730	Water, Sodding/Seeding	8160090	60.000	Unit		0.000			80.00000	
0735	_ Surface Restoration, Hydroseeding	8167011	350.000	Syd		0.000			6.80000	
0740	_ Irrigation Pipe	8237001	900.000	Ft		0.000			2.00000	
0745	_ Sprinkler Head	8237050	40.000	Ea		0.000			55.00000	
0750	_ Sprinkler Head, Adj	8237050	30.000	Ea		0.000			48.00000	
0755	_ Audio Visual Record of Construction Area	8507051	0.250	LS		0.250	0.250	100%	2,300.00000	\$575.00
0760	_ Rubbish Pickup	8507051	0.250	LS		0.000			5,000.00000	
Subtotal for Category 0001:										4575.00

Category: 0002, Water and Sewer

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0765	Dr Structure, Rem	2030011	27.000	Ea		0.000			370.00000	

Contract: .0160-0407

Estimate: 3

Page 8 of 13



Construction Pay Estimate Amount Balance Report

Estimate: 3

1/8/2018 10:32 AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

Project: 0160-0407 Loc, 2018 Road Program

Category: 0002, Water and Sewer

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0770	Sewer, Rem, Less than 24 inch	2030015	520.000	Ft		0.000			19.00000	
0775	_ Station Grading	2057002	2.000	Sta		0.000			2,700.00000	
0780	Sewer, Cl IV, 12 inch, Tr Det B	4020987	140.000	Ft		0.000			64.00000	
0785	Sewer Tap, 30 inch	4021208	1.000	Ea		0.000			1,600.00000	
0790	Sewer Bulkhead, 12 inch	4021230	3.000	Ea		0.000			225.00000	
0795	_ Sewer, Sch 40 PVC, 10 inch, Tr Det B	4027001	385.000	Ft		0.000			60.00000	
0800	Dr Structure Cover, Adj, Case 2	4030006	2.000	Ea		0.000			400.00000	
0805	Dr Structure, 24 inch dia	4030200	13.000	Ea		0.000			1,600.00000	
0810	Dr Structure, 48 inch dia	4030210	14.000	Ea		0.000			2,500.00000	
0815	Dr Structure, 60 inch dia	4030220	1.000	Ea		0.000			5,500.00000	
0820	Dr Structure, Adj, Add Depth	4030280	2.000	Ft		0.000			270.00000	
0825	Dr Structure, Tap, 4 inch	4030304	8.000	Ea		0.000			180.00000	
0830	Dr Structure, Tap, 10 inch	4030310	28.000	Ea		0.000			250.00000	
0835	Dr Structure, Tap, 12 inch	4030312	6.000	Ea		0.000			290.00000	
0840	Dr Structure, Temp Lowering	4030390	2.000	Ea		0.000			450.00000	
0845	Mh Base, 48 inch, Type 1	4030401	1.000	Ea		0.000			8,600.00000	
0850	Mh Riser	4030505	9.000	Ft		0.000			100.00000	
0855	_ Dr Structure Trap, 10 inch	4037050	11.000	Ea		0.000			335.00000	
0860	_ Dr Structure Trap, 12 inch	4037050	4.000	Ea		0.000			335.00000	
0865	Conc Pavt w/ Int Curb, Nonreinf, 7 inch	6020162	850.000	Syd		0.000			41.40000	
0870	Joint, Plane-of-Weakness W, Intersection	6020310	300.000	Ft		0.000			2.60000	
0875	Pavt Repr, Rem	6030080	40.000	Syd		0.000			30.00000	
0880	Detectable Warning Surface	8030010	40.000	Ft		0.000			56.00000	
0885	Sidewalk Ramp, Conc, 4 inch	8030034	630.000	Sft		0.000			6.50000	
0890	Sidewalk Ramp, Conc, 7 inch	8030037	310.000	Sft		0.000			7.50000	



Construction Pay Estimate Amount Balance Report

Estimate: 3

1/8/2019 10:32 AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

Project: 0160-0407 Loc, 2018 Road Program

Category: 0002, Water and Sewer

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0895	Sidewalk, Conc, 4 inch	8030044	150,000	Sft		0.000			5.50000	

Subtotal for Category 0002: 0

Subtotal for Project 0160-0407 Loc: 4575.00

Project: 0160-0407 Sta, 2018 Road Program

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1225	_ Crew Days	8107050	0,000	Ea		0.000			0.00000	

Subtotal for Category 0000: 0

Category: 0001, Road

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0900	_ Reimbursable Permit Fees	1027080	500,000	Dlr		0.000			1.00000	
0905	Mobilization, Max 5%	1500001	0.250	LS		0.000			103,000.00000	
0910	Tree, Rem, 19 inch to 36 inch	2020002	2,000	Ea		4.000	4.000	200%	1,500.00000	\$6,000.00
0915	Tree, Rem, 6 inch to 18 inch	2020004	1,000	Ea		1.000	1.000	100%	500.00000	\$500.00
0920	Curb and Gutter, Rem	2040020	32,000	Ft		0.000			18.00000	
0925	Pavt, Rem	2040050	1,250,000	Syd		0.000			19.00000	
0930	Sidewalk, Rem	2040055	250,000	Syd		0.000			23.00000	
0935	_ Pavt, Rem, Modified	2047011	5,300,000	Syd		0.000			9.30000	
0940	_ Station Grading	2057002	19,000	Sta		0.000			2,700.00000	
0945	_ Subgrade Undercutting, Modified	2057021	400,000	Cyd		0.000			45.00000	
0950	_ Subgrade Undercutting, Special	2057021	80,000	Cyd		0.000			55.00000	

Contract: .0160-0407

Estimate: 3

Page 10 of 13



Construction Pay Estimate Amount Balance Report

Estimate: 3

1/8/2019 10:32 AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

Project: 0160-0407 Sta, 2018 Road Program

Category: 0001, Road

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0955	Ero Con, Inlet Protection, Fabric Drop	2080020	12.000	Ea		9.000	9.000	75%	100.00000	\$900.00
0960	Aggregate Base, 6 inch	3020016	5,500.000	Syd		0.000			7.00000	
0965	Maintenance Gravel	3060020	175.000	Ton		51.890	51.890	30%	25.00000	\$1,297.25
0970	_ Geogrid	3087011	475.000	Syd		0.000			6.00000	
0975	Sewer Bulkhead, 12 inch	4021230	2.000	Ea		0.000			225.00000	
0980	_ Sewer, Sch 40 PVC, 10 inch, Tr Det B	4027001	6.000	Ft		0.000			60.00000	
0985	_ External Structure Wrap, 18 inch	4027050	2.000	Ea		0.000			400.00000	
0990	Dr Structure Cover, Adj, Case 2	4030006	2.000	Ea		0.000			400.00000	
0995	Dr Structure, Adj, Add Depth	4030280	6.000	Ft		0.000			270.00000	
1000	_ Catch Basin Cover, Restricted, GPW	4037050	12.000	Ea		12.000	12.000	100%	450.00000	\$5,400.00
1005	_ Combined Manhole Cover, GPW	4037050	1.000	Ea		0.000			410.00000	
1010	_ Dr Structure Cover, Adj, Case 1, Modified	4037050	2.000	Ea		0.000			640.00000	
1015	_ Dr Structure Trap, 12 inch	4037050	2.000	Ea		3.000	3.000	150%	335.00000	\$1,005.00
1020	_ Gate Well Cover, Adj, Case 2	4037050	1.000	Ea		0.000			400.00000	
1025	_ Gate Well Cover, GPW	4037050	1.000	Ea		0.000			410.00000	
1030	_ Storm Manhole Cover, GPW	4037050	3.000	Ea		1.000	1.000	33%	410.00000	\$410.00
1035	Underdrain, Subgrade, 4 inch	4040071	3,650.000	Ft		0.000			11.00000	
1040	Conc Pavt w/ Int Curb, Nonreinf, 7 inch	6020162	5,000.000	Syd		0.000			41.40000	
1045	Joint, Expansion, E2	6020207	100.000	Ft		0.000			18.00000	
1050	Joint, Plane-of-Weakness, W	6020211	4,125.000	Ft		0.000			2.20000	
1055	Pavt Gapping	6020215	275.000	Ft		0.000			18.20000	
1060	Joint, Plane-of-Weakness W, Intersection	6020310	450.000	Ft		0.000			2.60000	
1065	Joint, Expansion, Erg	6030021	75.000	Ft		0.000			22.00000	
1070	Lane Tie, Epoxy Anchored	6030030	45.000	Ea		0.000			8.00000	
1075	Driveway, Nonreinf Conc, 6 inch	8010005	1,400.000	Syd		0.000			42.50000	
1080	Driveway, Nonreinf Conc, 7 inch	8010006	105.000	Syd		0.000			47.00000	
1085	_ Driveway Opening, Conc, Det M, Modified	8027001	100.000	Ft		0.000			27.50000	

Contract: 0160-0407

Estimate: 3

Page 11 of 13



Construction Pay Estimate Amount Balance Report

Estimate: 3

1/8/2019 10:32AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

Project: 0160-0407 Sta, 2018 Road Program

Category: 0001, Road

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1090	Detectable Warning Surface	8030010	65.000	Ft		0.000			56.00000	
1095	Curb Ramp Opening, Conc	8030030	32.000	Ft		0.000			21.00000	
1100	Sidewalk Ramp, Conc, 4 inch	8030034	2,000.000	Sft		0.000			6.50000	
1105	Sidewalk Ramp, Conc, 7 inch	8030037	200.000	Sft		0.000			7.50000	
1110	Sidewalk, Conc, 4 inch	8030044	75.000	Sft		0.000			5.50000	
1115	Sidewalk, Clay Brick Pavers, Rem	8030051	40.000	Sft		0.000			9.00000	
1120	_ Sidewalk, Clay Brick Pavers, Salv	8037010	40.000	Sft		0.000			16.00000	
1125	Part Width Intersection Construction	8120190	2.000	Ea		0.000			0.01000	
1130	_ Traffic Control, Minor Street	8127050	1.000	Ea		0.000			1,500.00000	
1135	_ Proposed Trees	8157050	5.000	Ea		0.000			560.00000	
1140	Sodding	8160055	1,225.000	Syd		0.000			4.40000	
1145	Topsoil Surface, Fum, 3 inch	8160061	1,225.000	Syd		0.000			4.40000	
1150	Water, Sodding/Seeding	8160090	13.000	Unit		0.000			80.00000	
1155	_ Irrigation Pipe	8237001	450.000	Ft		0.000			2.00000	
1160	_ Sprinkler Head	8237050	25.000	Ea		0.000			55.00000	
1165	_ Sprinkler Head, Adj	8237050	25.000	Ea		0.000			48.00000	
1170	_ Audio Visual Record of Construction Area	8507051	0.250	LS		0.250	0.250	100%	2,300.00000	\$575.00
1175	_ Rubbish Pickup	8507051	0.250	LS		0.000			5,000.00000	

Subtotal for Category 0001: 16087.25

Category: 0002, Water and Sewer

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1180	Dr Structure, Rem	2030011	12.000	Ea		11.000	11.000	92%	370.00000	\$4,070.00
1185	Sewer, Rem, Less than 24 inch	2030015	290.000	Ft		284.500	284.500	98%	19.00000	\$5,405.50
1190	Sewer, CI IV, 12 inch, Tr Det B	4020987	300.000	Ft		293.000	293.000	98%	64.00000	\$18,752.00
1195	Sewer Bulkhead, 12 inch	4021230	2.000	Ea		0.000			225.00000	

Contract: 0160-0407

Estimate: 3

Page 12 of 13



Construction Pay Estimate Amount Balance Report

Estimate: 3

Anderson, Eckstein and Westrick

1/8/2019 10:32 AM

FieldManager 5.3b

Project: 0160-0407 Sta, 2018 Road Program

Category: 0002, Water and Sewer

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1200	_ Storm Sewer Repr, 10 inch	4027001	6.000	Ft		3.700	3.700	62%	200.00000	\$740.00
1205	_ Storm Sewer Repr, 12 inch	4027001	6.000	Ft		0.000			200.00000	
1210	Dr Structure, 24 inch dia	4030200	6.000	Ea		5.000	5.000	83%	1,600.00000	\$8,000.00
1215	Dr Structure, 48 inch dia	4030210	6.000	Ea		7.000	7.000	117%	2,500.00000	\$17,500.00
1220	Dr Structure, Tap, 12 inch	4030312	6.000	Ea		6.000	6.000	100%	290.00000	\$1,740.00

Subtotal for Category 0002: 56207.50

Subtotal for Project 0160-0407 Sta: 72294.75

Percentage of Contract Completed(curr): 18%
(total earned to date / total of all authorized work)

Total Amount Earned This Estimate: \$32,034.13

Total Amount Earned To Date: \$380,416.75



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 Schoenherr Road 586.726.1234
Shelby Township, MI 48315 www.aewinc.com

13B

January 3, 2019

Bruce Smith
City of Grosse Pointe Woods
20025 Mack Plaza Drive
Grosse Pointe Woods, MI 48236

PO # 18-44862
420-902-977.101 \$138,306.60
420-902-977.103 \$19,154.69
420-902-977.104 \$40,496.74
1-4-2019

Reference: City of Grosse Pointe Woods
Bond Improvements, Roofs and HVAC
AEW Project No. 0160-0395

Handwritten signatures and initials: C. Behrens, F.S., and another signature.

Dear Mr. Smith:

Enclosed please find the General Contractor's Application and Certification for Payment No.6 for the above referenced project. We recommend issuing payment in the amount requested for \$197,957.99 to Cross Renovation, Inc. 34133 Schoolcraft, Livonia, MI 48150.

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

Sincerely,

Handwritten signature of Jason R. Arlow
Jason R. Arlow, AIA

cc: Cross Renovation, Inc
Frank Schulte, GPW
Cathy Behrens, GPW
Scott Lockwood, AEW

RECEIVED

JAN - 7 2019

CITY OF GROSSE PTE. WOODS

M:\0160\0160-0395\ConstServices\PayApplication\No6\PayApp#6_letter.docx



Customer Name	City of Grosse Pointe Woods	Invoice #	6
Customer Address	20025 Mack Plaza Dr.	Date	12/27/18
	Grosse Pointe, MI 48236	Job #	BH-676

Job Name: Grosse Pointe Woods Roofs & HVAC

Original Contract Amount	\$2,393,481.00
Previously Billed	\$1,281,737.44
Current Amount Invoiced	\$197,957.99
Balance Remaining Including retainage	\$913,785.57

Amount Due this Invoice \$197,957.99

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/Cma

(Instructions on reverse side)



General Contractor

PAGE ONE OF 2 PAGES

CONTRACTOR:

Cross Renovation, Inc.

34133 Schoolcraft
Livonia, MI 48150**PROJECT:**Grosse Pointe Woods Roofs & HVAC
20025 Mack Plaza Dr.
Grosse Pointe, MI 48236**APPLICATION NUMBER:**

6

PERIOD TO:

12/27/18

PROJECT NO.:

BH-676

CONTRACT DATE:

06/26/18

Distribution to:☒ OWNER
☐ CONSTRUCTION
☒ ARCHITECT
☐ CONTRACTOR

VIA General contractor:

Cross Renovation, Inc.

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$2,393,481.00
2. Net Change By Change Orders.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$2,393,481.00
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	\$1,844,106.03
5. RETAINAGE:	
a. 10% of Completed Work	\$ 164,410.80

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Cross Renovation, Inc.

BY:

DATE 1-3-19

State of: MICH

County of: Washtenaw

Subscribed and sworn before me this 3rd day of JAN 20 19

Notary Public:

My Commission Expires: Rene Herdon

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 197,957.99

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

RENEE HERDON
Notary Public, State of Michigan
County of Washtenaw
My Commission Expires 03-07-2024
Acting in the County of Wayne

6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$1,479,695.43
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$1,281,737.44
8. CURRENT PAYMENT DUE	\$197,957.99
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 913,785.57

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month		
TOTALS		
NET CHANGES by Change Order		

ARCHITECT:

By:

Date: 1/3/19

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE - 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column I on Contracts where variable retainage for line items may apply.

HVAC



APPLICATION NO:

APPLICATION DATE: 12/27/18

PERIOD TO: 12/27/18

ARCHITECT'S PROJECT BH-676

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D CHANGE ORDERS TO DATE	E WORK COMPLETED		G MATERIALS PRESENTLY STORED	H TOTAL COMPLETED AND STORED TO DATE	I % (G/C)	J BALANCE TO FINISH (C-G)	K RETAINAGE
				FROM PREVIOUS APPLICATION	THIS PERIOD					
1	General Requirements	\$65,161.86		\$61,548.56	\$0.00		\$61,548.56	94%	\$3,613.30	\$6,154.86
	Allowance	\$140,000.00	\$0.00	\$16,279.09	\$2,608.32		\$18,887.41	13%	\$121,112.59	\$1,888.74
2	Existing Conditions	\$35,011.76		\$35,011.76	\$0.00		\$35,011.76	100%	\$0.00	\$3,501.18
3	Concrete	\$0.00					\$0.00	0%	\$0.00	\$0.00
4	Masonry	\$10,000.00		\$0.00	\$0.00		\$0.00	0%	\$10,000.00	\$0.00
5	Metals	\$0.00					\$0.00	0%	\$0.00	\$0.00
6	Wood, Plastics, And Composites	\$79,087.08		\$39,317.42	\$12,000.00		\$51,317.42	65%	\$27,769.66	\$5,131.74
7	Thermal And Moisture Protection	\$1,127,944.99		\$620,000.00	\$115,000.00	\$0.00	\$735,000.00	65%	\$392,944.99	\$73,500.00
8	Openings	\$0.00					\$0.00	0%	\$0.00	\$0.00
9	Finishes	\$5,042.01		\$0.00	\$0.00		\$0.00	0%	\$5,042.01	\$0.00
10	Specialties	\$0.00					\$0.00	0%	\$0.00	\$0.00
11	Equipment	\$0.00					\$0.00	0%	\$0.00	\$0.00
12	Furnishings	\$0.00					\$0.00	0%	\$0.00	\$0.00
13	Special Construction	\$0.00					\$0.00	0%	\$0.00	\$0.00
14	Conveying Equipment	\$0.00					\$0.00	0%	\$0.00	\$0.00
21	Fire Suppression	\$0.00					\$0.00	0%	\$0.00	\$0.00
22	Plumbing	\$0.00					\$0.00	0%	\$0.00	\$0.00
23	Heating Ventilating And Air Conditioning	\$766,666.66		\$587,983.33	\$60,000.00		\$647,983.33	85%	\$118,683.33	\$64,798.33
26	Electrical	\$88,295.46		\$61,379.55	\$13,500.00		\$74,879.55	85%	\$13,415.91	\$7,487.96
28	Electronic Safety And Security	\$0.00					\$0.00	0%	\$0.00	\$0.00
31	Earthwork	\$0.00					\$0.00	0%	\$0.00	\$0.00
32	Exterior Improvements	\$0.00					\$0.00	0%	\$0.00	\$0.00
33	Utilities	\$22,141.18		\$0.00	\$15,000.00		\$15,000.00	68%	\$7,141.18	\$1,500.00
	Alternate 1	\$54,130.00	\$0.00	\$2,633.00	\$1,845.00	\$0.00	\$4,478.00	8%	\$49,652.00	\$447.80
		\$2,393,481.00	\$0.00	\$1,424,152.71	\$219,953.32	\$0.00	\$1,644,106.03	69%	\$749,374.97	\$164,410.60



PARTIAL CONDITIONAL WAIVER

We have a contract/ PO with City Of Grosse Pointe Woods

to provide the renovation of building according to plans and scope of work for

Grosse Pointe Woods Roofs & HVAC and by signing this waiver, waive our construction lien to the

amount of \$ 197,957.99 for labor and materials provided through 12/27/2018 . This waiver, together

with all previous waivers, if any, does cover all amounts due us for contract improvement provided

through the date shown above. This waiver is conditional on actual payment of the amount shown above.

If improvement is provided to property that is a residential structure and if the owner or lessee of the

property of the owner's or lessee's designee has received a notice of furnishing from one of us, or if we

are not required to provide one, and the owner, lessee, or designee has not received this waiver

directly from one of us, the owner, lessee, or designee may not rely upon it without contacting one of us

either in writing, by telephone or personally, to verify that this is authentic.

Cross Renovation, Inc.

By: 

Mike Butcher

Address: 34133 Schoolcraft
Livonia, MI. 48150

Telephone: 734-286-2244
Fax: 734-943-6212

Signed on: 1/28/19



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 Schoenherr Road 586.726.1234
Shelby Township, MI 48315 www.aewinc.com

RECEIVED

JAN 25 2019

January 24, 2019

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Bruce Smith
City of Grosse Pointe Woods
20025 Mack Plaza Drive
Grosse Pointe Woods, MI 48236

PO #18-44862

420-902-977.101	\$87,446.78
420-902-977.103	\$12,492.40
420-902-977.104	\$24,984.80

Reference: City of Grosse Pointe Woods
Bond Improvements, Roofs and HVAC
AEW Project No. 0160-0395

01-24-2019

Behrens
Bruce Smith
FS

Dear Mr. Smith:

Enclosed please find the General Contractor's Application and Certification for Payment No.7 for the above referenced project. We recommend issuing payment in the amount requested for \$124,923.98 to Cross Renovation, Inc. 34133 Schoolcraft, Livonia, MI 48150.

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

Sincerely,

Jason R. Arlow, AIA

cc: Cross Renovation, Inc
Frank Schulte, GPW
Cathy Behrens, GPW
Scott Lockwood, AEW

M:\0160\0160-0395\ConstServices\PayApplication\No7\PayApp#7_letter.docx



Customer Name	City of Grosse Pointe Woods	Invoice #	7
Customer Address	20025 Mack Plaza Dr.	Date	01/20/19
	Grosse Pointe, MI 48236	Job #	BH-676

Job Name: Grosse Pointe Woods Roofs & HVAC

Original Contract Amount	\$2,393,481.00
Previously Billed	\$1,479,695.43
Current Amount Invoiced	\$124,923.98
Balance Remaining Including retainage	\$788,861.59

Amount Due this Invoice	\$124,923.98
--------------------------------	---------------------

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/Cma

(Instructions on reverse side)



General Contractor

PAGE ONE OF 2 PAGES

CONTRACTOR:

Cross Renovation, Inc.
34133 Schoolcraft
Livonia, MI 48150

PROJECT:

Grosse Pointe Woods Roof & HVAC
20025 Mack Plaza Dr.
Grosse Pointe, MI 48236

APPLICATION NUMBER:

7

PERIOD TO:

01/20/19

PROJECT NO.:

BH-676

CONTRACT DATE:

06/26/18

Distribution to:

☒ OWNER
☒ CONSTRUCTION
☒ ARCHITECT
☐ CONTRACTOR

VIA General contractor:
VIA ARCHITECT:

Cross Renovation, Inc.

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$2,393,481.00
2. Net Change By Change Orders..... \$0.00
3. CONTRACT SUM TO DATE (Line 1 +2)..... \$2,393,481.00
4. TOTAL COMPLETED & STORED TO DATE..... \$1,782,910.48
(Column G on G703)
5. RETAINAGE:
a. 10% of Completed Work \$ 178,291.05
6. TOTAL EARNED LESS RETAINAGE..... \$1,804,619.41
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$1,479,895.43
8. CURRENT PAYMENT DUE \$124,923.98
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 788,881.59

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Cross Renovation, Inc.

BY: Michelle

DATE 1/24/19

State of: Michigan

County of: Washtenaw

Subscribed and sworn before me this 24 day of Jan 20 19
Notary Public:
My Commission Expires: Renée Herdon

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 124,923.98 ✓

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

RENEE HERDON

Notary Public, State of Michigan
County of Washtenaw

My Commission Expires 03-07-2024
Acting in the County of Wayne

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month		
TOTALS		
NET CHANGES by Change Order		

ARCHITECT:

By: [Signature]

Date: 1/24/19

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE - 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

Use column I on Contracts where variable retainage for line items may apply

HVAC



APPLICATION NO:
APPLICATION DATE: 01/20/19
PERIOD TO: 01/20/19
ARCHITECT'S PROJECT BH-676

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	CHANGE ORDERS TO DATE	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	%(G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
				FROM PREVIOUS APPLICATION	THIS PERIOD					
1	General Requirements	\$65,161.86		\$61,548.56	\$1,000.00		\$62,548.56	96%	\$2,613.30	\$6,254.86
	Allowance	\$140,000.00	\$0.00	\$18,887.41	\$40,804.43		\$59,691.84	43%	\$80,308.16	\$5,969.18
2	Existing Conditions	\$35,011.76		\$35,011.76	\$0.00		\$35,011.76	100%	\$0.00	\$3,501.18
3	Concrete	\$0.00					\$0.00	0%	\$0.00	\$0.00
4	Masonry	\$10,000.00		\$0.00	\$0.00		\$0.00	0%	\$10,000.00	\$0.00
5	Metals	\$0.00					\$0.00	0%	\$0.00	\$0.00
6	Wood, Plastics, And Composites	\$79,087.08		\$51,317.42	\$4,000.00		\$55,317.42	70%	\$23,769.66	\$5,531.74
7	Thermal And Moisture Protection	\$1,127,944.99		\$735,000.00	\$60,000.00	\$0.00	\$795,000.00	70%	\$332,944.99	\$79,500.00
8	Openings	\$0.00					\$0.00	0%	\$0.00	\$0.00
9	Finishes	\$5,042.01		\$0.00	\$0.00		\$0.00	0%	\$5,042.01	\$0.00
10	Specialties	\$0.00					\$0.00	0%	\$0.00	\$0.00
11	Equipment	\$0.00					\$0.00	0%	\$0.00	\$0.00
12	Furnishings	\$0.00					\$0.00	0%	\$0.00	\$0.00
13	Special Construction	\$0.00					\$0.00	0%	\$0.00	\$0.00
14	Conveying Equipment	\$0.00					\$0.00	0%	\$0.00	\$0.00
21	Fire Suppression	\$0.00					\$0.00	0%	\$0.00	\$0.00
22	Plumbing	\$0.00					\$0.00	0%	\$0.00	\$0.00
23	Heating Ventilating And Air Conditioning	\$766,666.66		\$647,983.33	\$33,000.00		\$680,983.33	89%	\$85,683.33	\$68,098.33
26	Electrical	\$88,295.46		\$74,879.55	\$0.00		\$74,879.55	85%	\$13,415.91	\$7,487.96
28	Electronic Safety And Security	\$0.00					\$0.00	0%	\$0.00	\$0.00
31	Earthwork	\$0.00					\$0.00	0%	\$0.00	\$0.00
32	Exterior Improvements	\$0.00					\$0.00	0%	\$0.00	\$0.00
33	Utilities	\$22,141.18		\$15,000.00	\$0.00		\$15,000.00	68%	\$7,141.18	\$1,500.00
	Alternate I (Temp Heating Allowance)	\$54,130.00	\$0.00	\$4,478.00	\$0.00	\$0.00	\$4,478.00	8%	\$49,652.00	\$447.80
		\$2,393,481.00	\$0.00	\$1,644,106.03	\$138,804.43	\$0.00	\$1,782,910.46	74%	\$610,570.54	\$178,291.05



PARTIAL CONDITIONAL WAIVER

We have a contract/ PO with City Of Grosse Pointe Woods

to provide the renovation of building according to plans and scope of work for

Grosse Pointe Woods Public Safety

and by signing this waiver, waive our construction lien to the

amount of \$ 33,106.38 for labor and materials provided through 11/26/2018 . This waiver, together

with all previous waivers, if any, does cover all amounts due us for contract improvement provided

through the date shown above. This waiver is conditional on actual payment of the amount shown above.

If improvement is provided to property that is a residential structure and if the owner or lessee of the

property of the owner's of lessee's designee has received a notice of furnishing from one of us, or if we

are not required to provide one, and the owner, lessee, or designee has not received this waiver

directly from one of us, the owner, lessee, or designee may not rely upon it without contacting one of us

either in writing, by telephone or personally, to verify that this is authentic.

Cross Renovation, Inc

By: _____

Mike Butcher

Address: 34133 Schoolcraft
Livonia, MI. 48150

Telephone: 734-286-2244

Fax: 734-943-6212

Signed on: _____

1/28/19

13c

RECEIVED

JAN 16 2019

GPW Pay Estimate #6

PO # 18-44630

401-902-977.102

1-15-2019



C. Behrens
John P. Goral 1-16-19
Off. Sgt.
Bruce P. Smith 1/16/19
1/16/18

Customer Name

City Of Grosse Pointe Woods

Customer Address

20025 Mack Plaza Dr.

Grosse Pointe, MI 48236

Invoice #

6

Date

10/25/18

Job #

BH-663

Job Name:

Grosse Pointe Woods Public Safety

Original Contract Amount

\$565,081.31

Previously Billed

\$411,516.50

Current Amount Invoiced

\$58,235.12

Balance Remaining Including retainage

\$95,329.69

Amount Due this Invoice

\$58,235.12

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/Cma

(Instructions on reverse side)



General Contractor

PAGE ONE OF 2 PAGES

CONTRACTOR: Cross Renovation, Inc. 34133 Schoolcraft Livonia, MI 48150	PROJECT: Groose Pointe Woods Public Safety 20025 Mack Plaza Dr Groose Pointe, MI 48236 VIA General contractor: VIA ARCHITECT	APPLICATION NUMBER: 6 PERIOD TO: 10/28/18 PROJECT NO.: BH-083 CONTRACT DATE: 03/08/18 Distribution to: <input checked="" type="checkbox"/> OWNER <input checked="" type="checkbox"/> CONSTRUCTION <input checked="" type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR
--	--	---

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$546,476.00
2. Net Change By Change Orders.....	\$18,605.31
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$565,081.31
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	\$521,946.24
5. RETAINAGE: a. 10% of Completed Work	\$52,195

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Cross Renovation, Inc.

BY: [Signature] DATE 12/20/18

State of: MICH County of: Washtenaw
 Subscribed and sworn before me this 20 day of Dec 20 18
 Notary Public:
 My Commission Expires: Reene Herdon

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 58,235.12
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

RENEE HERDON
 Notary Public, State of Michigan
 County of Washtenaw
 My Commission Expires 03-07-2024
 Acting in the County of Washtenaw

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month		
TOTALS		
NET CHANGES by Change Order		

ARCHITECT:
 By: JASON ARLOW (SL) Date: 1/16/19
 This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE - 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column I on Contracts where variable retainage for line items may apply

GROSSE POINTE WOODS
PS



APPLICATION NO: 6
APPLICATION DATE: 10/25/18
PERIOD TO: 10/25/18
ARCHITECT'S PROJECT: BH-663

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	CHANGE ORDERS TO DATE	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	%(C/C)	BALANCE TO FINISH (C-G)	RETAINAGE
				FROM PREVIOUS APPLICATION	THIS PERIOD					
1	General Requirements - Summary	\$6,117.65		\$6,117.65	\$0.00		\$6,117.65	100%	\$0.00	\$611.77
2	General Requirements - Allowances	\$10,000.00		\$0.00	\$0.00		\$0.00	0%	\$10,000.00	\$0.00
3	General Requirements - Construction Waste Management	\$522.68		\$522.68	\$0.00		\$522.68	100%	\$0.00	\$52.27
4	Existing Conditions - Selective Demolition	\$12,926.14		\$12,926.14	\$0.00		\$12,926.14	100%	\$0.00	\$1,292.61
5	Concrete - Cast-In-Place Concrete	\$14,772.73		\$13,295.46	\$1,477.27		\$14,772.73	100%	\$0.00	\$1,477.27
6	Masonry - Unit Masonry	\$11,363.64		\$11,363.64	\$0.00		\$11,363.64	100%	\$0.00	\$1,136.36
7	Metals - Structural Steel Framing	\$1,176.47		\$1,176.47	\$0.00		\$1,176.47	100%	\$0.00	\$117.65
8	Metals - Metal Fabrications	\$10,505.68		\$10,505.68	\$0.00		\$10,505.68	100%	\$0.00	\$1,050.57
9	Wood, Plastics, And Composites - Rough Carpentry	\$3,662.74		\$3,281.37	\$381.37		\$3,662.74	100%	\$0.00	\$366.27
10	Wood, Plastics, And Composites - Interior Finish	\$1,981.99		\$1,981.99	\$0.00		\$1,981.99	100%	\$0.00	\$198.20
11	Thermal And Moisture Protection - Acoustical Joists	\$2,823.53		\$2,823.53	\$0.00		\$2,823.53	100%	\$0.00	\$282.35
12	Openings - Hollow Metal Doors And Frames	\$7,813.73		\$7,813.73	\$7,032.36		\$7,813.73	100%	\$0.00	\$781.37
13	Openings - Detention Doors And Frames	\$234,567.94		\$234,567.94	\$0.00		\$234,567.94	95%	\$11,111.41	\$23,456.79
14	Openings - Door Hardware	\$9,058.82		\$9,058.82	\$7,250.00		\$8,155.88	90%	\$902.94	\$815.59
15	Finishes - Non-Structural Metal Framing	\$3,296.47		\$2,957.55	\$338.94		\$3,296.47	100%	\$0.00	\$329.65
16	Finishes - Gypsum Plastering	\$2,481.18		\$2,225.00	\$256.18		\$2,481.18	100%	\$0.00	\$248.12
17	Finishes - Acoustical Tile Ceilings	\$2,014.11		\$0.00	\$2,014.11		\$2,014.11	100%	\$0.00	\$201.41
18	Finishes - Resilient Base And Accessories	\$218.82		\$0.00	\$218.82		\$218.82	100%	\$0.00	\$21.88
19	Finishes - Resilient Tile Flooring	\$424.71		\$0.00	\$424.71		\$424.71	100%	\$0.00	\$42.47
20	Finishes - Resinous Flooring	\$6,460.67		\$0.00	\$6,460.67		\$6,460.67	100%	\$0.00	\$646.07
21	Finishes - Interior Painting	\$4,122.70		\$0.00	\$3,700.00		\$3,700.00	90%	\$422.70	\$370.00
22	Specialties - Fire Extinguishers	\$790.00		\$0.00	\$790.00		\$790.00	90%	\$92.15	\$79.00
23	Specialties - Metal Lockers	\$2,352.94		\$0.00	\$0.00		\$0.00	0%	\$2,352.94	\$0.00
24	Furnishings - Manufactured Wood-Veneer-Faced	\$5,179.55		\$518.00	\$4,661.55		\$5,179.55	100%	\$0.00	\$517.96
25	Fire Suppression - Wet Pipe	\$25,176.47		\$25,176.47	\$0.00		\$25,176.47	100%	\$0.00	\$2,517.65
26	Plumbing - Facility Water Distribution Piping	\$35,931.82		\$27,931.82	\$8,000.00		\$35,931.82	96%	\$3,840.91	\$3,593.18
27	Heating Ventilating And Air Conditioning - Convectors	\$35,909.09		\$27,909.09	\$8,000.00		\$35,909.09	90%	\$3,863.64	\$3,590.91
28	Electrical - Underground Ducts And Raceways For	\$38,090.91		\$33,590.91	\$4,500.00		\$38,090.91	80%	\$9,636.36	\$3,809.09
29	Earthwork - Site Clearing	\$7,259.35		\$7,259.35	\$0.00		\$7,259.35	100%	\$0.00	\$725.94
30	Exterior Improvements - Concrete Paving	\$2,223.53		\$1,997.35	\$226.18		\$2,223.53	100%	\$0.00	\$222.35
	Alternate 2 - Metal Fabrications	\$9,970.59	\$0.00	\$997.06	\$8,973.53		\$9,970.59	100%	\$0.00	\$997.06
	Alternate 2 - Rough Carpentry	\$7,975.01	\$0.00	\$7,975.01	\$0.00		\$7,975.01	100%	\$0.00	\$797.50
	Alternate 2 - Interior Painting	\$759.67	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$759.67	\$0.00
	Change Order 1 - Ceiling demo	\$0.00	\$4,026.88	\$4,026.88	\$0.00		\$4,026.88	100%	\$0.00	\$402.69
	Change Order 3 - Bulletin #1	\$0.00	(\$1,778.70)	(\$1,778.70)	\$0.00		(\$1,778.70)	100%	\$0.00	(\$177.87)
	Change Order 4 - Bulletin #2	\$0.00	\$3,878.38	\$3,878.38	\$0.00		\$3,878.38	100%	\$0.00	\$387.84
	Change Order 5 - Bulletin #3	\$0.00	\$1,639.35	\$1,639.35	\$0.00		\$1,639.35	100%	\$0.00	\$163.94
	Change Order 6 -	\$0.00	\$1,521.52	\$1,369.37	\$0.00		\$1,369.37	90%	\$152.15	\$136.94
	Change Order 8 - Trilogy hardware	\$0.00	\$9,317.88	\$9,317.88	\$0.00		\$9,317.88	100%	\$0.00	\$931.79
		\$546,476.00	\$18,685.31	\$457,240.35	\$64,785.69	\$0.00	\$521,946.24	96%	\$43,135.07	\$52,194.62



PARTIAL CONDITIONAL WAIVER

We have a contract/ PO with

City Of Grosse Pointe Woods

to provide the renovation of building according to plans and scope of work for

Grosse Pointe Woods Public Safety

and by signing this waiver, waive our construction lien to the

amount of \$ 58,235.12 for labor and materials provided through 10/25/2018. This waiver, together

with all previous waivers, if any, does/does not cover all amounts due us for contract improvement provided

through the date shown above. This waiver is conditional on actual payment of the amount shown above.

If improvement is provided to property that is a residential structure and if the owner or lessee of the

property of the owner's or lessee's designee has received a notice of furnishing from one of us, or if we

are not required to provide one, and the owner, lessee, or designee has not received this waiver

directly from one of us, the owner, lessee, or designee may not rely upon it without contacting one of us

either in writing, by telephone or personally, to verify that this is authentic.

Cross Renovation, Inc.

By: 

Mike Butcher

Address: 34133 Schoolcraft

Livonia, MI. 48150

Telephone: 734-286-2244

Fax: 734-943-6212

Signed on: 12/20/10

RECEIVED

JAN 16 2019

GPW Pay Estimate #7

PO # 18-44630

401-902-977.102

1-15-2019

Brig J. Smith 1/16/19
C. Schreps
1-16-19
John Smith 1/16/19



Customer Name	City Of Grosse Pointe Woods
Customer Address	20025 Mack Plaza Dr. Grosse Pointe, MI 48236

Invoice #	7
Date	11/26/18
Job #	BH-663

Job Name: Grosse Pointe Woods Public Safety

Original Contract Amount	\$561,084.05
Previously Billed	\$469,751.62
Current Amount Invoiced	\$33,106.38
Balance Remaining Including retainage	\$58,226.05

Amount Due this Invoice	\$33,106.38
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APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/Cma

(Instructions on reverse side)



General Contractor

PAGE ONE OF 2 PAGES

CONTRACTOR: Cross Renovation, Inc. 34133 Schoolcraft Livonia, MI 48150	PROJECT: Green Pointe Woods Public Safety 20025 Mack Plaza Dr. Green Pointe, MI 48236 VIA General contractor: VIA ARCHITECT:	APPLICATION NUMBER: 7 PERIOD TO: 11/28/18 PROJECT NO.: BH-663 CONTRACT DATE: 03/08/18 Distribution to: <input checked="" type="checkbox"/> OWNER <input checked="" type="checkbox"/> CONSTRUCTION <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
	VIA General contractor: Cross Renovation, Inc.	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$548,476.00
2. Net Change By Change Orders.....	\$14,808.05
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$561,084.05
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	\$568,731.11
5. RETAINAGE:	
a. 10% of Completed Work	\$55,873

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Cross Renovation, Inc.

BY: Mitch

DATE: 12/20/18

State of: MICH

County of: Washtenaw

Subscribed and sworn before me this 20 day of Dec 20 18
 Notary Public:
 My Commission Expires: Renée Herdon

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 33,106.31

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

RENEE HERDON
 Notary Public, State of Michigan
 County of Washtenaw
 My Commission Expires 03-07-2024
 Acting in the County of Washtenaw

6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$502,858.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$469,751.69
8. CURRENT PAYMENT DUE	\$33,106.31
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 58,228.05

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month		
TOTALS		
NET CHANGES by Change Order		

ARCHITECT:

By: JASON ARLOW (S) Date: 1/16/19

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE - 2 OF 2

AIA Document G703, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar
Use column I on Contracts where variable retainage for line items may apply

Grosse Pointe Woods
PS



APPLICATION NO.
APPLICATION DATE: 11/26/18
PERIOD TO: 11/26/18
ARCHITECT'S PROJECT: BH-663

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D CHANGE ORDERS TO DATE	E WORK COMPLETED FROM PREVIOUS APPLICATION	F THIS PERIOD	G MATERIALS PRESENTLY STORED	H TOTAL COMPLETED AND STORED TO DATE	I % (C/C)	J BALANCE TO FINISH (C-G)	K RETAINAGE
1	General Requirements - Summary	\$6,117.63		\$6,117.63	\$0.00		\$6,117.63	100%	\$0.00	\$611.77
2	General Requirements - Allowances	\$10,000.00		\$0.00	\$10,000.00		\$10,000.00	100%	\$0.00	\$1,000.00
3	General Requirements - Construction Waste Mats	\$522.68		\$522.68	\$0.00		\$522.68	100%	\$0.00	\$52.27
4	Existing Conditions - Selective Demolition	\$12,926.14		\$12,926.14	\$0.00		\$12,926.14	100%	\$0.00	\$1,292.61
5	Concrete - Cast-In-Place Concrete	\$14,772.73		\$14,772.73	\$0.00		\$14,772.73	100%	\$0.00	\$1,477.27
6	Masonry - Unit Masonry	\$11,363.64		\$11,363.64	\$0.00		\$11,363.64	100%	\$0.00	\$1,136.36
7	Metals - Structural Steel Framing	\$1,176.47		\$1,176.47	\$0.00		\$1,176.47	100%	\$0.00	\$117.65
8	Metals - Metal Fabrications	\$10,505.68		\$10,505.68	\$0.00		\$10,505.68	100%	\$0.00	\$1,050.57
9	Wood, Plastic, And Composites - Rough Carpentry	\$3,662.74		\$3,662.74	\$0.00		\$3,662.74	100%	\$0.00	\$366.27
10	Wood, Plastic, And Composites - Interior Finish	\$1,981.99		\$1,981.99	\$0.00		\$1,981.99	100%	\$0.00	\$198.20
11	Thermal And Moisture Protection - Acoustical Joints	\$2,823.53		\$2,823.53	\$0.00		\$2,823.53	100%	\$0.00	\$282.35
12	Openings - Hollow Metal Doors And Frames	\$7,813.73		\$7,813.73	\$0.00		\$7,813.73	100%	\$0.00	\$781.37
13	Openings - Detention Doors And Frames	\$245,679.35		\$245,679.35	\$11,111.41		\$245,679.35	100%	\$0.00	\$24,567.94
14	Openings - Door Hardware	\$9,058.82		\$9,155.88	\$902.94		\$9,058.82	100%	\$0.00	\$905.88
15	Finishes - Non-Structural Metal Framing	\$3,296.47		\$3,296.47	\$0.00		\$3,296.47	100%	\$0.00	\$329.63
16	Finishes - Gypsum Plastering	\$2,481.18		\$2,481.18	\$0.00		\$2,481.18	100%	\$0.00	\$248.12
17	Finishes - Acoustical Tile Ceilings	\$2,014.11		\$2,014.11	\$0.00		\$2,014.11	100%	\$0.00	\$201.41
18	Finishes - Resilient Base And Accessories	\$218.82		\$218.82	\$0.00		\$218.82	100%	\$0.00	\$21.88
19	Finishes - Resilient Tile Flooring	\$424.71		\$424.71	\$0.00		\$424.71	100%	\$0.00	\$42.47
20	Finishes - Resinous Flooring	\$6,460.67		\$6,460.67	\$0.00		\$6,460.67	100%	\$0.00	\$646.07
21	Finishes - Interior Painting	\$4,122.70		\$3,700.00	\$422.70		\$4,122.70	100%	\$0.00	\$412.27
22	Specialties - Fire Extinguishers	\$882.35		\$790.00	\$92.35		\$882.35	100%	\$0.00	\$88.24
23	Specialties - Metal Lockers	\$2,352.94		\$0.00	\$0.00		\$0.00	0%	\$2,352.94	\$0.00
24	Furnishings - Manufactured Wood-Veneer-Faced	\$5,179.55		\$5,179.55	\$0.00		\$5,179.55	100%	\$0.00	\$517.96
25	Fire Suppression - Wet Pipe	\$25,176.47		\$25,176.47	\$0.00		\$25,176.47	100%	\$0.00	\$2,517.65
26	Plumbing - Facility Water Distribution Piping	\$39,772.73		\$35,931.82	\$3,840.91		\$39,772.73	100%	\$0.00	\$3,977.27
27	Heating Ventilating And Air Conditioning - Corrosion	\$39,772.73		\$35,909.09	\$3,863.64		\$39,772.73	100%	\$0.00	\$3,977.27
28	Electrical - Underground Ducts And Raceways For	\$47,727.27		\$38,090.91	\$9,636.36		\$47,727.27	100%	\$0.00	\$4,772.73
29	Earthwork - Site Clearing	\$7,259.35		\$7,259.35	\$0.00		\$7,259.35	100%	\$0.00	\$725.94
30	Exterior Improvements - Concrete Paving	\$2,223.53		\$2,223.53	\$0.00		\$2,223.53	100%	\$0.00	\$223.35
	Alternate 2 - Metal Fabrications	\$9,970.59	\$0.00	\$9,970.59	\$0.00		\$9,970.59	100%	\$0.00	\$997.06
	Alternate 2 - Rough Carpentry	\$7,975.01	\$0.00	\$7,975.01	\$0.00		\$7,975.01	100%	\$0.00	\$797.50
	Alternate 2 - Interior Painting	\$759.67	\$0.00	\$0.00	\$759.67		\$759.67	100%	\$0.00	\$75.97
	Change Order 1 - Ceiling demo	\$0.00	\$4,026.88	\$4,026.88	\$0.00		\$4,026.88	100%	\$0.00	\$402.69
	Change Order 3 - Bulletin #1	\$0.00	(\$1,778.70)	(\$1,778.70)	\$0.00		(\$1,778.70)	100%	\$0.00	(\$177.87)
	Change Order 4 - Bulletin #2	\$0.00	\$3,878.38	\$3,878.38	\$0.00		\$3,878.38	100%	\$0.00	\$387.84
	Change Order 5 - Bulletin #3	\$0.00	\$1,639.35	\$1,639.35	\$0.00		\$1,639.35	100%	\$0.00	\$163.94
	Change Order 6 -	\$0.00	\$1,521.52	\$1,369.37	\$152.15		\$1,521.52	100%	\$0.00	\$152.15
	Change Order 8 - Trilogy hardware	\$0.00	\$9,317.88	\$9,317.88	\$0.00		\$9,317.88	100%	\$0.00	\$931.79
	Change Order 10 - Door			\$1,487.20	\$1,487.20		\$1,487.20	100%	\$0.00	\$148.72
	Change Order 11 - Allowance deduct		(\$10,000.00)		(\$10,000.00)		(\$10,000.00)	100%	\$0.00	(\$1,000.00)
	Change Order 12 Opening 106		\$3,893.49		\$3,893.49		\$3,893.49	100%	\$0.00	\$389.35
	Change Order 13 Bulletin 5		\$622.05		\$622.05		\$622.05	100%	\$0.00	\$62.21
		\$546,476.00	\$14,608.05	\$521,946.24	\$36,784.87	\$0.00	\$558,731.11	100%	\$2,352.94	\$55,873.11



PARTIAL CONDITIONAL WAIVER

We have a contract/ PO with

City Of Grosse Pointe Woods

to provide the renovation of building according to plans and scope of work for

Grosse Pointe Woods Public Safety

and by signing this waiver, waive our construction lien to the

amount of \$ 33,106.38 for labor and materials provided through 11/26/2018 . This waiver, together

with all previous waivers, if any, does/does not cover all amounts due us for contract improvement provided

through the date shown above. This waiver is conditional on actual payment of the amount shown above.

If improvement is provided to property that is a residential structure and if the owner or lessee of the

property of the owner's of lessee's designee has received a notice of furnishing from one of us, or if we

are not required to provide one, and the owner, lessee, or designee has not received this waiver

directly from one of us, the owner, lessee, or designee may not rely upon it without contacting one of us

either in writing, by telephone or personally, to verify that this is authentic.

Cross Renovation, Inc.

By: _____

Mike Butcher

Address: 34133 Schoolcraft
Livonia, MI. 48150

Telephone: 734-286-2244

Fax: 734-943-6212

Signed on: _____

12/20/18

Cathy Behrens

From: Andrea Ward <award@wdsi-wi.com>
Sent: Tuesday, January 15, 2019 3:00 PM
To: Cathy Behrens
Subject: Grosse Pointe Woods PSB- Cross Renovations

Cathy;

We are the company that provided the detention wall panels, doors, hardware and ceiling at the Police Station renovation project and had submitted our invoices for total base bid work completed less retainage to Cross Renovations as of September 30, 2018 to date we have only received \$80,000 of our \$223,350.25 contract. Could you please provide me with copy of the schedule of values and payments to date to Cross Renovations along with copy of their payment and performance bond. I am hoping it was just human error that has resulted in delayed payment but at this point to avoid possible lien filings and bond claims I need to provide my material vendors with complete transparency of payment flow to alleviate any fears of non-payment. If you have any questions please contact me.

Thanks,

Andrea Ward

TT&J Holdings LLC-dba-

WDSI

7944 Hill n Dale Ct

Cedarburg WI 53012

Ph 262.377.7621

Fx 262.661.7486

Email: award@wdsi-wi.com



RECEIVED

JAN - 7 2019

Plante & Moran, PLLC
1098 Woodward Avenue
Detroit, MI 48226-1906
Tel: 313.496.7200
Fax: 313.496.7201

13D

INVOICE

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

Date: January 2, 2019
Client No: 64954
Invoice No: 1619789
Page: 1

For Professional Services Rendered

Final bill for services rendered in connection with the June 30, 2018 audit engagement: 8,850.00

City audit

Court audit 1,250.00

Accounting services and consulting related to the following: 9,250.00

Bill Brickey 18 hours - Josh Yde 32 hours

GASB 68 - formulation of journal entries and review of actuary reports

GASB 75 - new in 2018 - formulation of journal entries and review of actuary reports.
Also assisted with the review of actuary assumptions and certain report issues

*See Attached
C. Behrens
1/7/2019*

Milk River Drain - formulation of journal entries to record the debt and asset activity for this drain project managed by Wayne County

Assistance with various other accounting matters including - unearned revenue, IBNR calculations, unbilled water, debt, SAW grant, and GASB 34

Total \$13,220 less 30% goodwill discount (\$3,970) = \$9,250

Balance Due \$ 19,350.00 USD

Remittance information:

Check:

Plante & Moran, PLLC
16060 Collections Center Drive
Chicago, IL 60693

Wire Transfer:

Bank
Routing/ABA#
Bank Address
Account Number
Account Name

Bank of America
026009593
100 West 33rd Street
New York, NY 10001
9890996003
Plante & Moran, PLLC

ACH:

Bank of America
071000039
100 West 33rd Street
New York, NY 10001
9890996003
Plante & Moran, PLLC



Audit Fee Distribution
Budget FY 18-19

	Budgeted Funds	FINAL PAYMENT	To-Date Total	Budget Remaining
001-223-818.000	40,710	11,425	36,975	3,735
001-136-818.000	5,000	100	5,000	0
002-482-818.000	3,675	675	3,675	0
003-482-818.000	3,675	675	3,675	0
026-528-818.000	3,675	675	3,675	0
065-993-818.000	5,500	2,000	5,500	0
092-536-818.000	5,500	1,500	5,500	0
032-854-818.000	3,675	1,675	3,675	0
040-851-818.000	2,625	625	2,625	0
	74,035	19,350	70,300	3,735

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 1240
SOUTHFIELD, MICHIGAN 48076
313.965.7610
FAX 313.965.4480
www.kellerthoma.com

CC: Wagner ✓

13E

FEDERAL I.D. 38-1996878

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

December 01, 2018
Client: 000896
Matter: 000000
Invoice #: 115581

REGARDING: GENERAL MATTERS

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

TOTAL \$641.10

101.210.810.000
12/18/2018


C. Behrens

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 1240
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: City Manager

December 01, 2018
Client: 000896
Matter: 000000
Invoice #: 115581

Page: 1

RE: GENERAL MATTERS

For Professional Services Rendered through November 30, 2018

DATE	ATTY	DESCRIPTION	HOURS
11/2/2018	GPB	Attention to review of documents regarding employee matter.	0.25
11/5/2018	GPB	Attention to review of document regarding employee grievance.	0.50
11/6/2018	GPB	Attention to review of documents regarding employee matter.	0.25
11/7/2018	GPB	Attention to review of documents regarding employee matter.	0.25
11/8/2018	GPB	Telephone call from Mr. Smith regarding employee matter.	0.25
11/9/2018	GPB	Attention to review of documents regarding employee matter.	0.50
11/15/2018	GPB	Telephone call from client regarding Last Chance Agreement.	0.25
11/16/2018	GPB	Telephone call from client regarding Last Chance Agreement.	0.25
11/19/2018	GPB	Telephone call from client regarding Last Chance Agreement.	0.25
11/27/2018	GPB	Telephone call from Mr. Smith regarding pending personnel matter.	0.25
11/28/2018	GPB	Attention to review of documents regarding FOIA matter.	0.25
11/30/2018	GPB	Attention to review of documents and preparation of correspondence regarding Last Chance Agreement.	0.25

Total Services \$612.50

ATTORNEY	HOURS	RATE	AMOUNT
GPB GARY P. KING	3.50	\$175.00	\$612.50

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

December 01, 2018
Client: 000896
Matter: 000000
Invoice #: 115581

Page: 2

RE: GENERAL MATTERS

DISBURSEMENTS

11/30/2018	Document Reproduction		\$28.60
		Total Disbursements	\$28.60

Total Amount Due	\$641.10
-------------------------	-----------------

KELLER THOMA
A PROFESSIONAL CORPORATION

CC: Sam Wige

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JAN 07 2019

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 1240
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: City Manager

January 01, 2019
Client: 000896
Matter: 000000
Invoice #: 115651

REGARDING: GENERAL MATTERS

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

TOTAL

\$1,006.30

101-210.810.000

1/7/2019

CBH

[Signature]

KELLER THOMA
A PROFESSIONAL CORPORATION

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza

Grosse Pointe Woods, MI 48236

Attention: City Manager

January 01, 2019

Client: 000896

Matter: 000000

Invoice #: 115651

Page: 2

RE: GENERAL MATTERS

ATTORNEY	HOURS	RATE	AMOUNT
GPB GARY P. KING	2.50	\$175.00	\$437.50

DISBURSEMENTS

12/14/2018	Document Reproduction	\$5.05
Total Disbursements		\$5.05

Total Amount Due \$1,006.30

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 1240
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

January 01, 2019
Client: 000896
Matter: 000000
Invoice #: 115651

Attention: City Manager

Page: 1

RE: GENERAL MATTERS

For Professional Services Rendered through December 31, 2018

DATE	ATTY	DESCRIPTION	HOURS
12/4/2018	GPK	Telephone call from Ms. Behrens regarding pending personnel matter.	0.25
12/5/2018	TLF	Telephone call to Ms. Behrens regarding FMLA issue regarding PSO and medical leave of absence.	0.25
12/10/2018	GPK	Telephone call from Ms. Behrens regarding pending personnel matters.	0.25
12/13/2018	GPK	Attention to review of documents regarding policy issues and employee matter.	0.75
12/14/2018	GPK	Attention to review of documents regarding personnel policies and employee matter.	0.75
12/14/2018	KEJ	Attention to review and revisions to FMLA policy.	1.50
12/17/2018	KEJ	Attention to review and revisions to FMLA policy.	0.50
12/18/2018	GPK	Attention to preparation of correspondence regarding employee matter.	0.50
12/18/2018	KEJ	Attention to review and revisions to FMLA policy.	1.25
Total Services			\$1,001.25

ATTORNEY	HOURS	RATE	AMOUNT
TLF THOMAS L. FLEURY	0.25	\$175.00	\$43.75
KEJ KATHRYN E. JONES	3.25	\$160.00	\$520.00

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JAN - 7 2019

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 1240
SOUTHFIELD, MICHIGAN 48076
313.965.7610
FAX 313.965.4480
www.kellerthoma.com

CE: S. Dagen

FEDERAL I.D. 38-1996878

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

January 01, 2019
Client: 000896
Matter: 000003
Invoice #: 115680

REGARDING: GENERAL LABOR MATTER

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

TOTAL \$43.75

101.210.810.000

1/9/19

Chelms
Ben

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 1240
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: City Manager

January 01, 2019
Client: 000896
Matter: 000003
Invoice #: 115680

Page: 1

RE: GENERAL LABOR MATTER

For Professional Services Rendered through December 31, 2018

DATE	ATTY	DESCRIPTION	HOURS
12/7/2018	TLF	Attention to receipt and review of correspondence from Ms. Behrens with correspondence to employee regarding leave of absence and benefits.	0.25
Total Services			\$43.75

ATTORNEY	HOURS	RATE	AMOUNT
TLF THOMAS L. FLEURY	0.25	\$175.00	\$43.75

Total Amount Due \$43.75



MCKENNA

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

13F

January 6, 2019

Invoice No: 21849 - 7

Mr. Bruce Smith
City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

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JAN 09 2019

Project 21849 Grosse Pointe Woods Building Services

Professional Services from December 1, 2018 to December 31, 2018

Monthly Retainer

Conduct Plumbing and Mechanical Inspections as directed by the City.

	1,500.00	
Total		\$1,500.00
Invoice Total		\$1,500.00

Outstanding Invoices

Number	Date	Balance
6	12/17/2018	1,500.00
Total		\$1,500.00

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

Email: cbehrens@gpwmi.us

101.180.818.000
11/9/2019
C Behrens

1367



RECEIVED
JAN - 7 2019

101-210-801.301
1/8/2019

A handwritten signature in black ink, appearing to read "C. Behrens".

January 8, 2019

Invoice 010819

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

RE: Legal Services – December 2018

Legal services rendered:

Invoice # 16030 (attached).....\$21,993.54

Total..... \$21,993.54

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lynette Hobyak".
Lynette Hobyak
Business Manager

38110 Executive Drive, Suite 100
Westland, MI 48185

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



325 North Avenue, Mt. Clemens, MI 48043
Phone: (586) 468-2971 Fax: (586) 468-2912

134

INVOICE # 20304

To: Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Phone: 313-343-2426
Email: building@gpwmj.us
Date: 11/27/18
Job: 1298 Hawthorne
Grosse Pointe Woods, MI 48236

Attn: Gene

RECEIVED
JAN 31 2019
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Demo house, garage, and drive
Haul spoils off site to proper dump
Grade lot and install seed \$14,797.00

****Does not include any construction or privacy fencing**

Additional to Contract:

Fee to DTE \$720.00

Remove misc trees & shrubs and haul off site \$850.00

2 additional dumpsters due to house, basement, and garage full of debris
(unable to see inside prior to bid)
Load and supply dumpsters approx. 30 tons \$1,500.00

Total Invoice Amount \$17,867.00

Payment terms:

Payment is due upon job completion (unless other arrangements have been made). Any outstanding balances after 30 days of job completion will incur a 1.5% interest charge per month. Any legal or administrative fees incurred will be the obligation of the customer (including lien fees, which have a \$200.00 release fee, etc.)

Payments made by credit card will be charged a 3% processing fee.

101.180.818.000

1/31/2019

C. Behrens

Gene S. S. S.

CITY OF GROSSE POINTE WOODS

BLDG & SAFETY DIVISION

APPROVED

DATE

1/31/19

Motion by Bryant, seconded by McConaghy, regarding **contract/budget amendment: demolition – 1298 Hawthorne**, that the City Council award a contract to Holsbeke Construction in the amount of \$14,797.00 to provide demolition services at 1298 Hawthorne, to authorize the City Administrator to sign the contract, and approve a budget amendment in the amount of \$14,797.00 from Prior Year Fund Balance Account No. 101-000-699.000 into Contractual Services Account No. 101-180-818.000, contingent upon the removal of the homeowners from the home, and that the City Administrator, Director of Public Safety, and City Attorney determine an appropriate date for the demolition to occur.

The following individuals wished to be heard:

Amanda Wheatly
1298 Hawthorne

Anamaria Guerrero
22325 St. Joan
St. Clair Shores, MI

Motion carried by the following vote:

Yes:	Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No:	None
Absent:	None



CITY OF GROSSE POINTE WOODS MEMORANDUM

RECEIVED

JAN 31 2019

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Date: February 7, 2019
To: Mayor and City Council
From: Cathrene Behrens, Treasurer/Comptroller
Subject: Budget Amendment

Please find attached a copy the invoice submitted by Holsbeke Construction for the demolition of the house located at 1298 Hawthorne. On August 20, 2018 the council awarded the demolition contract to Holsbeke Construction and approved a budget amendment in the amount of \$14,797 from the general fund balance into the building department contractual services budget line.

Attached is the final invoice with the additional charges added that were incurred due to the condition of the property and as well as debris left behind. There is also a disconnect fee which was paid to DTE for termination of that utility.

Additional charges totaled \$3,070. I am requesting a budget amendment from the Prior Yr Fund Balance budget line of 101-000-699.000 into budget line 101-180-818.000, Contractual services in the amount of \$3,070. This demolition expense has been billed to the property owner but, to date, no funds have been received.

Thank you.

A handwritten signature in blue ink, reading "Cathrene Behrens", is positioned above the printed name.

Cathrene Behrens, Treasurer/Comptroller

RECEIVED

JAN 30 2019

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

DON R. BERSCHBACK
ATTORNEY AND COUNSELOR AT LAW
24053 JEFFERSON AVENUE
ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400
FAX (886) 777-0430
E-MAIL donberschback@yahoo.com

January 30, 2019

OF COUNSEL
CHARLES T. BERSCHBACK

Bruce Smith, City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE: January 2019 Billing - DRB

DATE	DESCRIPTION OF SERVICES	TIME
1.3.19	Genna case research re. insurance coverage, TCs and emails (1.00)	1.00
1.7.19	Review of weekend packet, attention to CC matters and attendance at CC meetings and CES meeting (2.00)	2.00
1.24.19	Work on employee handbook, preparation for meeting with appointed officials and beginning review of policy changes from Keller Thoma (1.00)	1.00
1.26.19	Review of court cases and follow up (.50); work on employee handbook (1.25)	1.75
1.28.19	FOIA (.25); attention to miscellaneous CC and COW items (.75);	1.00
1.29.19	Meeting with LKH, CB and BS re: employee handbook and follow up (1.75)	1.75
1.30.19	Municipal Court appearance (2.50)	2.50

DRB = 11.00 hours x \$170.00

TOTAL: \$ 1,870.00

Breakdown	Hours
General	8.00 hours
Municipal Court	3.00 hours
Bldg/Planning Comm.	0.00 hours
MTT	0.00 hours

TC - Telephone	LKH - Lisa K. Hathaway	GT - Gene Tutag
CTB - Charles T. Berschback	CC - City Council	CB - Cathrene Behrens
DRB - Don R. Berschback	PC - Planning Commission	CEW-Conference of Eastern Wayne
BS - Bruce Smith	FS - Frank Schulte	LFP - Lakefront Park
GPCRDA - Grosse Pointe Clinton Refuse Disposal Authority		MTT - Michigan Tax Tribunal
SEMSD - Southeast Macomb Sanitary District		

101.210.801.000 \$ 1,360.00

101.210.801.100 \$ 510.00

112.1.1.1

RECEIVED

JAN 30 2019

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

CHARLES T. BERSCHBACK

ATTORNEY AT LAW
24053 EAST JEFFERSON AVENUE
ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400
FAX (586) 777-0430
blbwlaw@yahoo.com
January 30, 2018

CHARLES T. BERSCHBACK

DON R. BERSCHBACK
OF COUNSEL

Bruce Smith
City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE: January Billing/ CTB Only

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
1.2.19	TCs BN, GT (.25); TC Lt. Wasak, research on parking meter issue(.25); review of salt contract issue, emails (.25); TCs on OWI/DAAD case (.25)	1.00
1.3.19	TCs on Municipal Court cases (.25); TC GT and BS (.25)	0.50
1.4.19	TCs Municipal Court, GT (.25); meeting with BS and GT (.50)	0.75
1.5.19	TCs on Municipal Court case, preparation of adjournment, request on DAAD hearing (.25)	0.25
1.7.19	TCs Municipal Court (.50); TC FS and review of Parker property file (.25); review of Knubbe letter and court file (.25)	1.00
1.8.19	TC Kosanke on firetruck (.25); TCs Municipal Court cases (.25)	0.50
1.9.19	Municipal Court a.m. docket (3.75); meeting with LH (.25); Municipal Court follow up, calls (.25); review of refuse ordinance (.25)	4.50
1.10.19	Letter to PC, review of Marijuana file; TC GT on miscellaneous issues (.50); Municipal Court calls (.25); initial work on Fireworks Ordinance (.25); TC DV victim (.25); TC JK on FOIA, and separate DV case and other issues (.50)	1.75
1.11.19	Review of DV FOIA request, TC records department (.25)	0.25
1.12.19	Work on State Boundary Commission response (.75); FOIA research (.75)	1.50
1.14.19	TCs, emails with JK (.25); FOIA research for public safety (.50)	0.75
1.15.19	Calls with JK and Lt. Wasak re. FOIA issue (.75); review of DV report and TCs with MC witnesses (.25); emails and TCs with LH and review of Fibertech file (.25)	1.25
1.16.19	Meeting with Lt. Wasak on FOIA, call with public safety records (.50); Municipal Court a.m.	

	docket (2.25); Municipal Court warrant review (.50); meeting with LH (.50); follow up on Municipal Court docket (.25)	4.00
1.17.19	TCs Det. Bureau and Lt. Wasak on in custody DV case (.50); TCs on pending FOIA with LH and Public Safety (.50); TC BN, BS (.25); TC LCC issues, TC Curis attorney, TC LH, BS (.50)	1.75
1.19.19	Preparation of DAAD hearing withdrawal for MC case (.25)	0.25
1.21.19	Work on pending LCC files, review of City Forms and Procedure (1.50); reivew of Medstar issue (.25); work on refuse ordinance (1.00)	2.75
1.22.19	Prep of letter to M/C on Ferlitto's, TC with attorney (.50); TC attorney on Curis LLC procedure (.25); TC BN (.25); attendance at PC meeting re: marijuana ordinance (1.50)	2.50
1.23.19	Review of incustody A&B warrant request, TCs (.25); research on LLC issues (.50); review of E-One Truck letter and documents; draf tof letter to E-One's attorney (.50); TC Sue Como, revisions to CDBG lien discharge (25)	1.50
1.24.19	Meetings at City Hall, review of LCC files, meeting with Public Safety on pending FOIA, further research (1.00); work on marijuana ordinance, review of Act (.75); review of two Municipal Court files, call with victims (.50); TC BS (.25); TC GT (.25)	2.75
1.25.19	Work on LCC issues (.25); TCs DV case (.25)	0.50
1.26.19	Review of agenda packet and prep for meeting, email with LH (1.00); research and draft of fireworks ordinance (.75)	1.75
1.28.19	Work on agenda items, TCs LH, BN re: agenda items and meeting cancelation (.75)	0.75
1.29.19	TC GT, work on LCC forms, research marijuana statute, calls with 3 City attorneys (1.25); revise LCC forms and LCC research (1.00); TCs Municipal Court cases (.50); TC BN (.25); additional research on marijuana ordinance (.50)	3.50
1.30.19	Work on maijuana ordinance (a.m.) (1.25)	1.25

CTB = 37.25 hours at \$150.00 per hour

TOTAL DUE:

\$5,587.50

TC - Telephone
BS - Bruce Smith
PC - Planning Commission
JK - Dir. John Kosanke

GT - Gene Tutag
LH - Lisa Hathaway
CB - Cathrene Behrens
TT - Tax Tribunal

M/C - Mayor and Council
Det. Bur. - Detective Bureau
ED - Eric Dunlap
FS - Frank Schulte
DV - Domestic Violence

Breakdown

General
Municipal Court
Building/Planning Commission
Tax Tribunal

23 hours
12.25 hours
0 hours
2.00 hours

101.210.801.000 \$ 3,450.00
101.210.801.100 \$ 1,837.50
101.210.801.300 \$ 300.00