

**BOT**

**Meeting**

**August 18, 2022**

**AGENDA  
REGULAR MEETING  
CHARTER TOWNSHIP OF NORTHVILLE  
BOARD OF TRUSTEES**

*The Township Board of Trustees will be meeting in person. The public can attend in person or view the meeting online by visiting the Township's website at <https://twp.northville.mi.us/RemoteMeetings> . All Public Comment participation will be in person or by sending a letter to the Clerk's Office prior to the meeting for public comment; letters will be accepted via email ( [clerk@twp.northville.mi.us](mailto:clerk@twp.northville.mi.us) ), in person at the Clerk's Office or by postal mail.*

**DATE:** Thursday, August 18, 2022  
**TIME:** 7:00 p.m.  
**PLACE:** 44405 Six Mile Road

**CALL TO ORDER:**

<b>ROLL CALL:</b>	Mark Abbo, Supervisor	Scott Frush, Trustee
	Roger Lundberg, Clerk	Mindy Herrmann, Trustee
	Jason Rhines, Treasurer	Cynthia Jankowski, Trustee
		Christopher Roosen, Trustee

**PLEDGE OF ALLEGIANCE:**

**1. Agendas:**

- A. Approve the Regular Agenda and the Consent Agenda items:
  - 1. Minutes – Board of Trustees – July 21, 2022
  - 2. Minutes – Planning Commission – May 16 & 31, 2022
  - 3. Minutes – Master Plan Meeting – July 12, 2022
  - 4. Minutes – Beautification Commission – May 3 & June 7, 2022
  - 5. Minutes – Historic District Commission – May 26, 2022
  - 6. Minutes – Election Commission
  - 7. Northville Youth Network – August 5, 2022
  - 8. Finance – July Financial Report
  - 9. Zayo Group – Metro Act Permit Application

**2. Appointments, Presentations, Resolutions & Announcements:**

- A. WTUA Budget Presentation
- B. NSAC reappointment – Dory Schmidt
- C. Landfill Working Committee Report

**3. Public Hearing: None**

**4. Brief Public Comments:** (Anyone wishing to comment on an agenda item, or any other matter, may do so at this time. Citizen Comments are requested to be limited to two minutes.)

**5. New Business:**

- A. Clerk – Class C Liquor License Application Requirements
  - B. Clerk – The Hudson Café Class C Liquor License Application
  - C. Public Safety – Uninterrupted Power Supply Purchase/  
Budget Amendment #2022-4
  - D. Supervisor – Senior Alliance FY 2022 Community Match
  - E. P&R –Emergency Electrical Service Repair at MGCP
6. **Unfinished Business:** None
7. **Ordinances:**
- A. Ordinance Correction – Property Maintenance Code 302.4
8. **Check Registry:**
- A. In the amount of \$ 2,191,786.12 for the period of July 2, 2022 to August 5, 2022.
9. **Board Communication & Reports:**
- A. Mark Abbo
  - B. Roger Lundberg
  - C. Jason Rhines
  - D. Scott Frush
  - E. Mindy Herrmann
  - F. Cynthia Jankowski
  - G. Christopher Roosen
  - H. Todd Mutchler
10. **Any other business for the Board of Trustees:**
11. **ADJOURN:**

**Respectfully submitted:**  
Roger Lundberg, Clerk

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# Consent Agenda



3. **Public Hearing:** None

4. **Brief Public Comments:**

- Dick Henningsen requested that the Board look into the turn lights that the County Commissioner promised about 5 years ago and to send township staff out to an ill-maintained home on Five Mile and Bradner to see what the community could do to improve the property.
- Carol Signer, Village of Northville asked the Board to better maintain the sidewalk at Five Mile and Beck Road or compel the property owner to fix the overgrown tree issue.

5. **New Business:**

**A. Supervisor – Amended Real Estate Purchase Agreement**

Motion by Clerk Lundberg to approve the amended Real Estate Purchase Agreement as presented, second by Trustee Jankowski.

**VOTE:**   **AYES:**           Abbo, Lundberg, Rhines, Frush, Jankowski, Roosen  
          **NAYS:**             None  
          **ABSENT:**         Herrmann

**Motion Approved**

**B. Public Services – Village at Northville PUD Amendment**

Motion by Clerk Lundberg to approve the PUD amendment to modify the method of calculating parking and increasing the tenant space allocated for food service tenants within buildings F & G as recommended by the Planning Commission subject to attorney review, and authorize the supervisor to execute the amendment, second by Trustee Jankowski.

**VOTE:**   **AYES:**           Abbo, Lundberg, Rhines, Frush, Jankowski, Roosen  
          **NAYS:**             None  
          **ABSENT:**         Herrmann

**Motion Approved**

**C. Public Services – Furniture and Flooring – Township Hall**

Motion by Treasurer Rhines to award \$156,876 to Carpet Workroom using the Sourcewell cooperative purchasing agreement, to provide and install new flooring at Township Hall from budgeted funds and award \$325,907 to ISCG using the MI-Deals cooperative purchasing agreement, to provide and install new furniture at Township Hall from budgeted funds, second by Trustee Jankowski.

**VOTE:**   **AYES:**           Abbo, Lundberg, Rhines, Frush, Jankowski, Roosen  
          **NAYS:**             None  
          **ABSENT:**         Herrmann

**Motion Approved**

**D. Annual Dues – Michigan Townships Association**

Motion by Treasurer Rhines to approve the MTA Annual Dues in the amount of \$7,978.59 covering 7-1-22 to 6-30-22, second by Clerk Lundberg.

**VOTE:**   **AYES:**           Abbo, Lundberg, Rhines, Frush, Jankowski, Roosen  
          **NAYS:**           None  
          **ABSENT:**       Herrmann

**Motion Approved**

6.    **Unfinished Business:** None

7.    **Ordinances:** None

8.    **Check Registry:**

**A.    In the amount of \$ 1,698,142.24 for the period of June 4, 2022 to July 1, 2022.**

Motion by Treasurer Rhines to approve the check registry in the amount of \$1,698,142.24 for the period of June 4, 2022 to July 1, 2022, second by Trustee Frush.

**VOTE:**   **AYES:**           Abbo, Lundberg, Rhines, Frush, Jankowski, Roosen  
          **NAYS:**           None  
          **ABSENT:**       Herrmann

**Motion Approved**

9.    **Board Communication & Reports:**

**A.    Mark Abbo** – reported that he attended the 35<sup>th</sup> district court meeting regarding their budget process. He also met with the Executive Board and the new Northville Public Schools Superintendent, Dr. R.J. Webber; Supervisor Abbo is excited to work with Dr. Webber in the future. Finally, he announced that the township is exploring the possibility of saving one of the Legacy park buildings to repurpose at a future date.

**B.    Roger Lundberg** – reported that the Clerk’s Office has already processed and sent over 6400 absent voter ballots for the upcoming Primary Election on August 2<sup>nd</sup>. He stated that the election equipment has been certified and the Public Accuracy Test has been completed. Clerk Lundberg attended the Wayne County Clerk meeting and master plan meeting. Deputy Clerk Anderson and Associate Mitchell attended the Michigan Association of Municipal Clerk’s Summer Conference. Finally, the clerk’s office has finalized the plans for the fall Shred It Event on September 24<sup>th</sup> from 9 to 11 am.

**C.    Jason Rhines** – reported that the Legacy Park Committee is determined to save what can be saved, building 14, but the purpose for the “Legacy Building” is yet to be decided. He also stated that he is excited about having Dr. Webber as the new superintendent of the Northville Public Schools. Finally, he shared his utmost confidence with voting in Northville Township.

**D. Scott Frush** – reported that Parks & Recreation and the Historic District Commission have not met since the last meeting. He also wished Treasurer Rhines the best of luck with his run for State Senate.

**E. Mindy Herrmann** – Absent

**F. Cynthia Jankowski** – reported that the Election Commission met to certify inspectors and complete the public accuracy test. She also stated that Northville Youth Network and the Seniors Commission did not meet. Finally the Senior Alliance is having an Ice Cream Social on August 17<sup>th</sup> at 12:30 for those who are interested.

**G. Christopher Roosen** – reported that the Zoning Board of Appeals met to discuss two items; they were able to approve Rocky’s repaving project but were not able to approve the modernization of the Oasis billboard. He also spoke about the traffic safety problem with lights not having left turning lights.

**H. Todd Mutchler** – congratulated the Board on the MTA’s recognition of Northville Township being one of the best townships to live in. He also reported that the township offices will be closed to the public on Election dates to support the election process. Finally, he thanked the Board for their support on the remodel of Northville Township Hall.

**10. Any other business for the Board of Trustees:** None

**11. ADJOURN:** Meeting adjourned at 8:09 p.m.

**Respectfully submitted:**

Roger Lundberg, Clerk

Approved:



**CHARTER TOWNSHIP OF NORTHVILLE  
PLANNING COMMISSION  
May 16, 2022**

**DATE:** May 16, 2022  
**TIME:** 6:00 PM  
**PLACE:** Township Hall

**APPROVED:** July 26, 2022

**CALL TO ORDER:** The meeting was called to order by Chair Wilk at 6:04pm.

**ROLL CALL:**

**Present:** Milan Gandhi  
Mindy Herrmann  
Edward McCall  
Jayne Watson  
Gary Yang  
Mathew Wilk  
Tim Zawodny

**Excused:** None.

**Staff:** Public Works Director Robert Belair  
Township Attorney Ernest Essad

**CORRESPONDENCE:**

May 16, 2022 letter from Cindy Victor, Kus, Ryan & Associates, PLLC, Attorneys at Law.

**BRIEF PUBLIC COMMENTS:**

None

1. Public Hearing:

**PSPR21-0006**

Representative:

Owner:

Location:

Request:

Action:

**Site Plan Review**

Michael Rossen, General Manager

Meadowbrook Country Club

40941 Eight Mile Rd.

New Maintenance Facility - Review Conditions of Approval from 4-26-2022 Meeting

Approve, Approve with Conditions, Postpone, Deny

Referencing Township Planner Frey's April 28, 2022 review letter, Public Works Director Belair and Chair Wilk gave the background and review for this application for Site Plan Review, for a new maintenance facility at 40941 Eight Mile Rd. The Planning Commission reviewed the Site Plan at their 4-26-2021 meeting and approved the Site Plan with four

conditions, which needed to be addressed and resubmitted to the Planning Commission for final approval.

Additionally, at the 4-26-2022 meeting the Commission acknowledged the special land use conditions of approval had been satisfied.

The four conditions for final approval were:

1. Eliminate the building lights on the west side of the building, if not required by building code.
2. Enhance screening of the parking lot areas on the north and south sides of the building from the west, via methods beyond landscaping; such as a wall or fence.
3. Present an option(s) to consider alternative design details to enhance the west side of the building.
4. Modify landscaping treatment on the west side of the building to utilize a variety of plant material size to better replicate a natural environment at time of planting, placement of plant material east to west to minimize/deflect views of west building wall and provide mix of plant material to create four season interest.

Todd Callaway, 45426 Pebble Beach, Northville, MI, and Ross Hoekstra, McIntosh Poris Associates, 36801 Woodward Ste. 200, Birmingham MI, were present on behalf of this application for a Site Plan Review.

Mr. Callaway made the following points:

- They put a lot of thought into how to address the four conditions.
- Their primary drivers were to keep the solutions as natural as possible and to provide as many day-one solutions as possible.
- They wanted to offer multiple options for consideration.

Utilizing a PowerPoint presentation, Mr. Hoekstra made the following points.

- In response to Condition One: Eliminate the building lights on the west side of the building, if not required by building code.
  - The wall lighting on the west side of the building has been eliminated.
  - The lights are not required by code since there are no means of egress on the west side of the building.
- In response to Condition Two: Enhance screening of the parking lot areas on the north and south sides of the building, from the west, via methods beyond landscaping; such as a wall or fence.
  - A four-foot tall masonry screen has been added to the northwest and southwest corner of the building to block the drive aisles.
  - At the northwest corner, this wall will tie into the parking screen wall along the north parking spaces.
  - At this height, the proposed wall would block the headlights of vehicles including trucks in the drive aisles.

- In response to Condition Three: Present an option(s) to consider alternative design details to enhance the west side of the building. Three options were presented. Each option matched the existing character of the clubhouse and met the zoning ordinance for a minimum of 80% of facade to be full dimensional brick.
  1. Paint the west wall to resemble half-timbering consistent with the clubhouse. This would be fully implemented at completion of construction, and give time for the proposed landscaping element to fill in and screen the building.
  2. Install a vinyl forest graphic.
    - UV stable for up to five years.
    - Would blend in with proposed new landscaping, making the wall look further away from Wintergreen Circle.
    - They have used the material as a temporary cover before, and the material is commonly used for large scale graphics on buildings.
    - This would be fully implemented at completion of construction, and give time for the proposed landscaping element to fill in and screen the building.
  3. Grow ivy on the wall.
    - The most natural, landscape-forward solution.
    - The closest to the existing condition of the tree-line at the rear of the Wintergreen property.
    - The ivy would take time to mature, and would not fully screen the wall at the time construction is complete.
  
- In response to Condition Four: Modify landscaping treatment on the west side of the building to utilize a variety of plant material size to better replicate a natural environment at time of planting, placement of plant material east to west to minimize/deflect views of west building wall and provide mix of plant material to create four season interest.
  - The landscape plan has been revised to include a variety of plant material size to replicate a more natural setting.
  - 10' and 14' trees have been substituted for previously scheduled 8' trees.
  - Previously open areas close to Wintergreen Circle have been filled in with additional landscaping, raising the replacement trees amount from 202" to 247".
  - The addition of more irregularly spaced trees in the Wintergreen front yard makes the west wall more difficult to see.

Commission questions and discussion:

Commissioner Herrmann:

- Was looking for greater architectural detail.
- Was not a fan of the Tudor columns, citing the plain building being overwhelmed by the Tudor elements, lack of uniformity and lack of symmetry.
- She was not a fan of the murals.
- The ivy was fine, but she was concerned about the immediate need, which would not be met by the ivy.
- Expressed support for the removal of the lighting and the screening wall.

- She suggested the screening wall could be raised to 6' at both ends.
- Would like to see some larger evergreens added.
- Suggested leaving some trees to be removed in place until other trees could grow.
- Her preference for Condition Three was the original brick, with more front and back definition of the building.

Commissioner McCall's preference for Condition Three was option two. He liked the forest mural, but was concerned about bird strikes. Could the ivy be planted to grow over the mural?

Mr. Ross said that the vinyl graphic would not make a good substrate for ivy. If the ivy was on furring strips the ivy could potentially grow behind the vinyl, and that might be an option.

Commissioner Watson:

- Like the attempt at bringing some elements of the club into the building with the Tudor style, but didn't think it was executed well.
- The maintenance facility at Northville Hills looks like a residential building. She was concerned about the industrial look of this building, and suggested alternating brick colors as a possible solution. The long expanse of brick was visually harsh.
- Her preference for Condition Three was option one.

In response to questions from Commissioner Gandhi, Mr. Ross made the following points.

- The vinyl option would be temporary, and the vinyl would UV degrade after about five years.
- The vinyl could be replaced after five years, or removed if the tree line had grown enough, leaving the brick wall.
- The ivy is hearty, and wouldn't have an issue surviving the winter.
- The ivy would probably need grommets or wire to help get started on the new building.
- Maintenance would be required to prevent the ivy from getting into the facade of the building.

Commissioner Gandhi stated that his preference for Condition Three was option two.

Commissioner Zawodny thanked the applicant for providing three options, and made the following points:

- He thought the brick screen walls should be taller to prevent headlight glare.
- He suggested extending the walls past the facade to create a layering effect, relative to the heights there, and repositioning some of the trees and creating ground cover in front of the wall.
- He called attention to the grade of the property, noting where it could be adjusted to create a base for the wall.
- AT 18' the building did take on an industrial character.
- The options needed more finesse and detailing relative to the homes on Wintergreen.

- He was not in favor of vinyl graphics because of UV failure and maintenance.
- He did not prefer any of the options for Condition Three.

Commissioner Zawodny distributed sketches showing an alternative treatment to the building's west side design and landscaping.

In response to questions from Commissioner Yang, Mr. Ross gave the following information:

- They projected that the ivy would grow halfway up the wall (7'-8') in five years and two-thirds up the wall in seven to eight years.
- The vinyl panels would be inset in relief panels.
- 25 trees are being preserved on the west side.
- They had not yet sought feedback from the neighbors regarding the three options.

Commissioner Yang commented on the importance of neighbor feedback. He suggested combining options two and three, i.e. vinyl and ivy. His preference for Condition Three was option two.

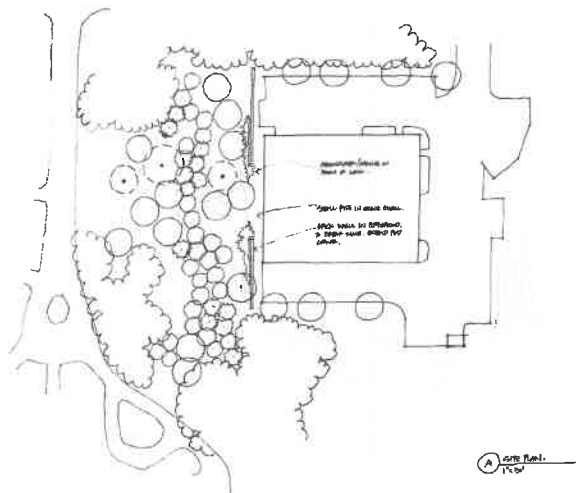
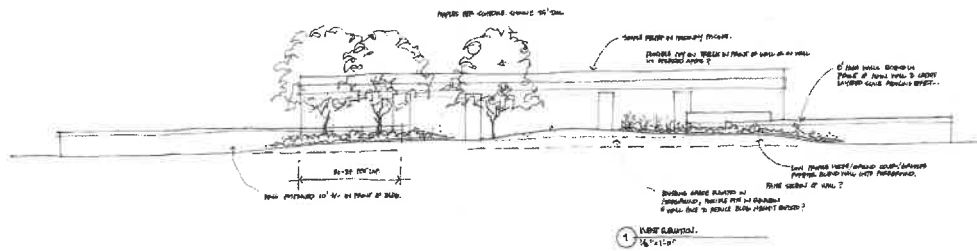
Chair Wilk noted that the consensus appeared to be to cover the building vs. beautifying the building. Commissioner Zawodny had distributed sketches which demonstrated camouflaging the building rather than covering it. Chair Wilk asked the Applicant if they would consider extending the walls past the facade with a layered affect as suggested by Commissioner Zawodny.

Commissioner Zawodny noted that extending the walls past the building would break up the façade of the long wall by creating a layered effect, thereby meeting the requirement of the zoning ordinance. The Commission had previously discussed whether the proposed corbels and pilasters addressed the zoning requirement for breaking up the long wall as well as its height; the brick relief/corbel approach could have emphasis on wider (24" or so) horizontal bands along the top of the wall and top of the screen walls, to reduce the vertical impact of the wall. Ivy could be added to mitigate how much brick was seen, and could be on a wire frame lattice 8" in front of the wall face so as not to degrade the masonry over time.

Also, the existing grade in front of the building had a 2'-3' rise with a shallow mound in the foreground. Perhaps the base of the wall could be unexposed concrete, and the grade be allowed to rise along the wall in the center, to visually shorten the wall.

Commissioner Herrmann expressed support for extending the walls as shown on Commissioner Zawodny's sketch.

Chair Wilk called a ten-minute recess at 6:44pm to allow the Applicants to study the drawing provided by Commissioner Zawodny:



Chair Wilk re-called the meeting to order at 6:54pm and asked the Applicants to comment on the plan for extending the walls and other suggestions as presented in the sketches provided by Commissioner Zawodny ("Zawodny option").

Mr. Ross stated that the Zawodny option constituted an acceptable proposal. He agreed that extending the walls gave a layered affect that would break up the wall, and would give them an opportunity for the additional grading as shown on the sketches.

Chair Wilk asked the Commission if there were any questions or comments in response to the Zawodny option.

Commissioner Herrmann expressed support for the Zawodny option, with its extended walls, with landscaping and possibly ivy. She supported not including vinyl panels or Tudor overlays.

Commissioner McCall also expressed support for the Zawodny option.

Commissioner Watson expressed support for the Zawodny option, and appreciated the use of grading, extending the walls and adding ivy in some of the insets.

Commissioner Gandhi expressed support for the grade change and ground cover on the Zawodny option.

Commissioner Yang expressed support for the Zawodny option, perhaps combined with ivy.

In response to a question from Commissioner Herrmann, Commissioner Zawodny said his drawing showed a six-foot design, and noted it could have an architectural detail band running across the top. However, the decision about height would be made at final design.

Chair Wilk also expressed support for extending the walls, as shown in the Zawodny option.

Chair Wilk opened the meeting to public comment at 7:00pm.

Linda Malec, 20557 Wintergreen Circle, Northville Township, stated concerns about the industrial look of the building, visible operations, and noise, air, and smell issues. She appreciated Commissioner Zawodny's sketches, but design solutions did not address operational issues. She was concerned about 25-foot maple trees, which would not provide shielding in the winter. She would like to see a lot of big trees put in at the onset. The Clubhouse had 2-3 rows of evergreens as a shield for the parking lot and roads. She thought all of the options were tacky; she didn't want to wait five years for a solution that might not be working, with no enforceability.

Mary Lou Posg, 20560 Wintergreen Circle, echoed Mrs. Malec's comments. She thanked Public Works Director Belair for communicating with the neighbors regarding this meeting, and providing them with a copy of the plans. She continued to be disappointed that the Commission gave special land use approval to this use. She asked the Commission to consider the letter from their counsel. She also expressed disappointment that Meadowbrook had not asked them for input. Wintergreen neighbors were also disappointed in Meadowbrook's lack of communication, regarding demolition, installation of a temporary construction fence, and so on, all of which was going on now. Meadowbrook should be communicating with the people their construction was most impacting.

Ms. Posa asked the Commission to hold off on the project until the Master Plan update was complete, and asked the Commission to pay attention to the letter received from their Counsel.

Robert Pado, 20631 Wintergreen Circle, Northville Township, advocated for requiring the applicant to plant 20' Spruce trees to hide the neighborhood's view of the building, and suggested faster growing ivy.

Tanya Pado, 20631 Wintergreen Circle, asked how the graphic would adhere to a brick building. She thought a 4' wall was too short; 6' – 8' would be ideal. She was concerned about noise and debris. She spoke in favor of taller trees to muffle the sound of operating machinery. She asked if the Zawodny option included moving the building.

Seeing that no other public indicated that they wanted to speak, Chair Wilk closed the public hearing at 7:15pm.

Chair Wilk summarized that the Zawodny option represented a 4<sup>th</sup> option that appeared to be acceptable to the applicants and favored by the Commission, and he indicated he was ready to entertain a motion.

**MOTION by McCall, support by Herrmann**, in the matter of PSPR21-006, Site Plan Review, Meadowbrook Country Club, 40941 Eight Mile Road, New Maintenance Facility, that the Planning Commission, having determined that conditions one through four listed in the April 26, 2022 motion are met, approves the site plan, subject to the following further conditions, which reference the sketches provided by Commissioner Zawodny and accepted by the applicants and the Planning Commission this evening, which conditions are subject to administrative review and approval:

1. Two 6' high masonry screening walls extend in front of and approximately 10' to the west of the maintenance building.
2. Screening walls overlap the building 20' to 24' to break up the west wall.
3. Simple relief – such as projections, corbels, etc. – be provided in the masonry at the top of building.
4. Ivy to grow on trellis in front of west building wall or at the building wall in recessed areas.
5. Existing grade to be elevated in the foreground, to the west of the six-foot walls, with a possible rise in elevation and wall facade to reduce exposed building height.
6. Landmark trees to remain in plan and in actuality.
7. Administrative review of the tree plan for variability of height and location, where possible.
8. Regarding the additional trees, the tree range go up a maximum of 18' for a minimum of 3 trees.

Motion discussion:



The sketches by Commissioner Zawodny, described by this list of conditions, will be included in the record of this meeting.

Commissioner Zawodny asked Meadowbrook to communicate better with the Wintergreen residents regarding the construction schedule.

**Roll call vote:** Ayes: Gandhi, Herrmann, McCall, Watson, Yang, Zawodny, Wilk  
Nays: None.

**Motion passed 7-0.**

**OTHER BUSINESS:**

None.

**DEPARTMENT REPORTS:**

None.

**EXTENDED PUBLIC COMMENTS:**

Linda Malec, 20557 Wintergreen Circle, was concerned about ivy spreading and damaging trees. She supported the use of staggered trees similar to the 8 Mile berm rather than ivy. She asked that elevation changes be kept to a minimum to prevent water flow changes.

Robert Pado, 20631 Wintergreen Circle, suggested Green Giant Arborvitae as a fast growing landscaping option.

Mary Lou Posq, 20560 Wintergreen Circle, thanked the Planning Commission for their efforts, noting the impact the Commission decision would have on the life of Wintergreen residents.

**ADJOURNMENT**

**MOTION by McCall, support by Gandhi**, to adjourn the meeting at 7:45pm.

**Motion approved unanimously.**

**CHARTER TOWNSHIP OF NORTHVILLE  
PLANNING COMMISSION  
May 31, 2022**

**DATE:** May 31, 2022  
**TIME:** 7:00 PM  
**PLACE:** Township Hall

**APPROVED:** July 26, 2022

**CALL TO ORDER:** The meeting was called to order by Chair Wilk at 7:01 pm.

**ROLL CALL:**

**Present:** Edward McCall  
Jayne Watson  
Matthew Wilk  
Gary Yang  
Tim Zawodny

**Excused:** Mindy Herrmann  
Milan Gandhi

**Staff:** Jennifer Frey, Township Planner

**APPROVAL OF MINUTES:** Planning Commission – April 26, 2022

**MOTION by McCall, support by Yang,** to approve the April 26, 2022 Planning Commission meeting minutes as published.

**Motion approved unanimously.**

**CORRESPONDENCE:**

Correspondence regarding specific agenda items will be summarized when that agenda item is heard.

No other correspondence was received.

**BRIEF PUBLIC COMMENTS:**

Linda Malec, 20557 Wintergreen Circle, thought there was a discrepancy between the posted synopsis and the minutes for the April 26 meeting, in terms of who was present. She noted that there had been 5 members present that evening.

**NEW BUSINESS:**

- |                 |                                  |
|-----------------|----------------------------------|
| 1. PSPR22-0002  | Site Plan Review                 |
| Representative: | Brad Emmett, Emmett Construction |
| Owner:          | Hines Industrial, LLC            |

Location: 16350 Northville Rd.  
Request: Building and site upgrades  
Action: Approve, Approve with Conditions, Postpone, Deny

Referencing her May 6, 2022 written comments, Township Planner Frey gave the background and review for this site plan application.

The Fire Department had indicated today that the outstanding items listed in their review letter will be checked during building plan review, and would not hold up or affect site plan approval. The lighting review letter listed modifications to comply with ordinance requirements.

The proposal is to renovate the existing building and bring the non-conforming site into compliance with current ordinance standards. When a site is in compliance with current ordinance standards, it needs to be brought into compliance to the extent possible. In this case, there were a number of outstanding things that did not comply with the ordinance, and a significant number of those items have been brought to current ordinance standards.

The project straddles two parcels that will be combined if the Planning Commission grants approval.

#### Site Layout & Circulation

The existing northern site driveway will be removed, the driveway does not comply with the required spacing to Reservoir Road or the required spacing between the two existing site driveways. By removing the northern driveway, the parking lot areas have been connected and provide better layout and on-site circulation.

1. A 10' wide pathway is required along the Northville Road frontage. Since there is not an existing pathway to the north or south of the site, it makes sense to defer construction to a later date. A written agreement committing to the future installation of the pathway shall be approved by the Township Attorney and recorded against the property.
2. On sheet SP1.00, the waste receptacle in the front yard shall be eliminated. In response to the previous administrative review, the waste receptacle has been relocated behind the northeast corner of the building. The modification was not picked up on this drawing.
3. The sidewalk shall be extended from the last parking space on the north side of the office building to the sidewalk in front of the cross-fit entrance. This will provide a contiguous sidewalk from the parking lot to the gym entrance.

#### Parking

The majority of the building is planned for a unique use; the property owner will utilize the space for indoor car storage and a small shop for mechanical and fabrication projects. The owner anticipates needing only 3-4 parking spaces. Banked parking is provided based on a light industrial user and could be constructed in the future if the use changes over time.

The balance of the building will be used as a small cross-fit gym. The free-standing building in front will be leased as office space. Parking per the ordinance is provided for general office use and the gym space.

#### Landscape

The required landscape and tree replacements are illustrated on the landscape plan.

1. Note #12 references hardwood mulch. One of the details identifies cobblestone mulch. It is unclear if cobblestone mulch is limited to the base of the building in the back (under the eave); this should be clarified and noted on the detail.
2. Hardwood mulch is required within all other landscape areas (except the base of the building in the back). This should be clearly noted on the plan.
3. The existing tree list shall be provided on sheet L1 and the trees that are being removed must be identified on the tree list.
4. The mulberry trees are exempt from replacement; this shall be noted in the condition column.
5. The tree replacement calculations shall be updated to reflect the exempted mulberry trees.

#### Building Elevations

The existing building is a single story block and metal siding structure with few windows. The property has been vacant and not maintained for several years. The height of the northwest and southwest corners of the building will be increased to add height and natural light into the interior space. The renovation includes a significant aesthetic improvement, with the design playing off the industrial nature of the building. Existing and proposed elevations are provided on sheet 5.02.

For building renovations and additions to existing structures, the ordinance allows the planning commission to consider the existing structure and building materials as the basis for their review. Where existing buildings do not comply with current building material requirements, the planning commission may approve a renovation that is brought into greater compliance with the ordinance and the design compliments the existing building.

The proposed building incorporates a new cast stone band between the existing block at the bottom and new metal siding at the top. Additional windows not only enhance the appearance but also bring the building into compliance with the window requirements. Overall the new building design is a significant improvement and fits in with the industrial/mixed use character of Northville Road.

1. A material sample board will be presented at the meeting.
2. Currently there is not any rooftop equipment shown. If there is rooftop equipment, it must be screened. A note shall be added to the elevations stating any rooftop equipment will be screened from public view.

Tonight the Planning Commission should review the elevations as proposed. The remaining review comments can be reviewed and approved administratively.

Brad Emmet, 10685 Warren Road, Plymouth MI, was present on behalf of owner Brian Donovan. He provided the following information:

- Mr. Donovan's vision for the building, as represented in the submittal documents, would be a significant improvement over the existing structure.
- The renovation of the old Bellinger Building/Village Workshop in the City of Northville provided a good example of what the exterior might look like in terms of colors and materials.
- They will work with the existing foundation and the masonry on the lower half of the building; there would be new siding on the upper half. They were adding a significant amount of windows. The roofline will change as shown on the drawings.
- The building will be used to store the applicant's personal car collection storage, and the mezzanine will function as personal office space.
- The owner has a friend that will teach small CrossFit classes at this location.
- The site itself will be redone, in terms of parking, landscape, irrigation, and so on. They will comply with comments in the lighting review and from the Fire Marshal, as well as comply with any outstanding ordinance requirements.

In response to questions from the Commission, Mr. Emmet gave the following additional information:

- The building was approximately three feet into the flood plain; a sump system is being designed. The footprint will not expand.
- This will not be a for lease building, although the applicant wants to maintain that option. The intended use is primarily for personal car storage, as described.

In response to a question from Chair Wilk, Township Planner Frey said the Township deferred to EGLE and Wayne County regarding whether something could be constructed in a specific floodway/floodplain.

Commissioner McCall asked if the southern addition will have a corner in water. Mr. Emmet said the building was not expanding north or south. The expansion would be vertical. Again, the footprint will not change.

Commissioner Yang confirmed that the car storage use will only be for the owner's personal vehicles. Mr. Emmet said that was correct.

Mr. Emmet provided a material sample board to the Commission.

Chair Wilk acknowledged the deteriorated state of the existing building, the difficulty posed by the location of the site, and the benefit to the Township to have it developed.

**MOTION by McCall, support by Zawodny**, in the matter of PSPR22-0002, 16350 Northville Road, Owner Hines Industrial, LLC, that the Planning Commission approve the site plan as proposed this evening, with the following condition:

- Outstanding issues as listed in the May 13, 2022 Stantec lighting review letter, the May 6, 2022 Planner's review letter, and May 25, 2022 Fire Department letter be resolved, subject to administrative review and approval.

**Motion approved unanimously.**

#### **OTHER BUSINESS**

None

#### **DEPARTMENT REPORTS:**

Township Planner Frey:

Board of Trustees approved a consultant contract for the Master Plan Project. A steering committee will consist of Planning Commissioners Tim Zawodny and Jane Watson, Commissioner/Trustee Mindy Herrmann, Trustees Chris Roosen and Cindy Jankowski, and will also include some residents-at-large. The Master Plan Project is projected to take 12-14 months.

Board of Trustees report: None.

ZBA report: None.

#### **EXTENDED PUBLIC COMMENTS:**

None.

#### **ADJOURNMENT**

**MOTION by McCall, support by Yang**,to adjourn the meeting at 7:34 pm.

**Motion approved unanimously.**

**MINUTES  
SPECIAL MEETING  
CHARTER TOWNSHIP OF NORTHVILLE  
JOINT MEETING OF BOARD OF TRUSTEES AND PLANNING COMMISSION**

**DATE:** Tuesday, July 12, 2022  
**TIME:** 6:00 p.m.

**CALL TO ORDER:** Supervisor Abbo called the meeting to order at 6:00 p.m.

**ROLL CALL: BOARD OF TRUSTEES**

<b>PRESENT:</b>	Mark Abbo, Supervisor	Scott Frush, Trustee
	Roger Lundberg, Clerk	Christopher Roosen, Trustee
	Jason Rhines, Treasurer	Cynthia Jankowski, Trustee – late
<b>ABSENT:</b>	Mindy Herrmann, Trustee	

**ROLL CALL: PLANNING COMMISSION**

<b>PRESENT:</b>	Edward McCall	Milan Ghandi
	Timothy Zawodny	Jayne Watson
<b>ABSENT:</b>	Mathew Wilk	Gary Yang

**1. Master Plan Workshop Discussion**

Supervisor Abbo introduced Planner Jennifer Frey who outlined the purpose and overall process to be used to prepare Northville Township’s Comprehensive Master Plan. She introduced Gary Mitchell, consultant from Kendig Keast who facilitated the discussion.

**2. Brief Public Comments:**

- Angela Jaafar, NPS School Board Member and Master Plan Committee Member, spoke of the importance of the Master Plan process and suggested the process should be widely communicated to the community.
- Mary Lou Posa spoke to the importance of communicating the process to the community and recommended emphasizing Northville’s rich history.
- Linda Malec noted that she was a 44 year resident of Northville Township and supported more communication on the process of reviewing the Master Plan.
- Diana Chirilo emphasized that Northville has many residents who are eager to volunteer in the process and encouraged the Board and Planning Commission to tap into the vast resources of the community.

**3. ADJOURN:** Meeting adjourned at 7:15pm.

**Respectfully submitted:**

Roger Lundberg, Clerk

Jennifer Frey, Planning Commission

NORTHVILLE TOWNSHIP BEAUTIFICATION COMMISSION MINUTES MAY 3, 2022

In attendance: Shannon Coker, Lynne Mosteller, Sharon Smith, Sally Hayes, Julianne Mundy, a guest Novi resident

- 1) Brandon from Township Facilities was not able to attend as planned. Per Shannon, his thought was to create a butterfly garden or rain garden in the old waterfall area behind Township Hall. The waterfall feature was turned off years ago due to a flooding problem. Commissioners viewed the area in question. Sharon shared that both options will be less of a formal look and will require upkeep but can be accomplished. Suggestions were made that colorful, deer resistant perennials could be added and would require less maintenance and have a neater appearance. Shannon will share input with Brandon.
- 2) Agenda was approved with no changes.
- 3) Meeting minutes from April 5, 2022 were approved, motion made by Sharon, 2<sup>nd</sup> by Julianne.
- 4) Articles of Incorporation - A long discussion took place regarding updates to our original 1983 Articles of Incorporation. All agreed to use the same format as the Northville Township Historic District Commission in their 2021 bylaws as a model for updating our document. The commissioners reviewed each article from the original 1983 document and made suggestions for rewording and reorganization. Lynne will type up a draft Bylaw document to be reviewed at our next meeting.
- 5) Budget update – Shannon reported the current available budget amount is \$2876.05 following payment made as deposits for the Bennett Arboretum wall plantings. She also stated that checks are cut weekly on Friday and that requests for direct payout to vendors should be sent to her the prior Friday to allow time for checks to be generated.
- 6) New business – The Annual Awards initial letter sent to businesses announcing the BC awards was reviewed by commissioners and will be used again this year. Letters will be emailed to prior winners and also posted on the BC website and in a Township Facebook post. Shannon will inquire as to availability of staff to email all Township Businesses as this has proven to be time consuming and unnecessary give the amount of participation and lack of ability of the majority of Township businesses to beautify given their office locations. Shannon will also request a list of new businesses so that we may possibly reach out to them individually with an initial email to make them aware of our annual awards process.
  - Lynne was contacted by a Living and Learning center volunteer who asked if two vocational program members can help the BC by doing some weeding and planting, likely once a week on Wednesdays. We welcome their help; Lynne will be in charge of providing a list of needed help each week for the volunteers.
  - Lynne applied for a ‘placemaking grant’ through the Greater Metropolitan Association of Realtors that would be used for the Bennett Arboretum living wall restoration project. Applications were due by end of April, the requested donation amount was \$1000-\$2500, updates on grant approval to follow at next meeting.
  - Shannon reported progress on the inquires made by residents regarding issues on the Bennett Arboretum Pathway: 1) the bench that was damaged by a tree last summer is scheduled to be repaired and replaced once parts are available, 2) two ‘slippery when wet’ signs have been replaced at the bridge near 7 mile, 3) the water and sewer department has been notified of the mud over the path, work will be done to minimize the problem, 4) the Township will look into non slip strips to be added to the bridge, Sharon will check on supplier name, 5) the graffiti on the underside of the BA path bridge closest to 7 mile may need to be repainted as removal of the graffiti is difficult.
  - Sally inquired about removal of unsightly downed trees along 7 Mile, Shannon will check on who is responsible and if removal of any trees is feasible.
- 7) Unfinished business – plants for the planter urn design will arrive early AM on May 25<sup>th</sup> and available commissioners will meet a 1 PM to plant the urn. The begonias for in front of the Township Hall sign and the flagpole will be ordered from Prielipp Farms, delivered early AM on the 26<sup>th</sup> and Brandon will organize planting by O’Guinns prior to Memorial Day. The BC will invest in a wheeled sprayer to be used on the BA path and in the Friendship Garden, cost to be approximately \$120. Sharon reported that the Master Gardener program has approved the BA path living walls as an ‘approved site’, she will organize the volunteers.

NEXT MEETING JUNE 7, 2022



## NORTHVILLE TOWNSHIP BEAUTIFICATION COMMISSION MINUTES JUNE 7, 2022

In attendance: Lynne Mosteller, Sharon Smith, Sally Hayes, Julianne Mundy, Julie Mantay

- 1) Agenda was approved with no changes.
- 2) Meeting minutes from May 3, 2022 were approved, motion made by Julie, 2<sup>nd</sup> by Sharon.
- 3) Articles of Incorporation – The draft of the 2022 Bylaws was reviewed by the commissioners present and minor revisions were made. Lynne will type a final draft and send to Clerk Roger Lundberg for review.
- 4) Awards 2022 – All commissioners agreed that the announcement of the annual judging would be provided via: an individual email to winners from the prior 3 years, a Township Facebook post, a posting on the BC page of the Township website, and by physical display on the front windows of Township Hall. Commissioners picked their assigned areas for judging. Judging will be completed by July 9<sup>th</sup> and commissioners will report with their suggestions for winners at the BC meeting on July 12<sup>th</sup>. At that time commissioners will decide on businesses to receive the 2 special awards, signs will be picked up and letters will be distributed so that commissioners can award the winners. Julie will check with the church as to whether or not they will be able to accommodate the luncheon this year. Lynne will discuss the plans for the City BC luncheon with Diane P.
- 5) Budget update – Expenses since last meeting were: \$121.89 for a wheeled 4 gallon sprayer, \$11.65 for Osmocote food for plants, \$221.10 for the balance on 5 flats for the Bennett Arboretum living wall replanting, \$228.90 for the plants in the planter urn at Township Hall.
- 6) New business – Julie shared information for the June 16<sup>th</sup> BCSEM luncheon at Mill Race. The event will be from 10 to 2 with check in beginning at 9:30, keynote speaker Mayor Brian Turnbull at 10:30, BCSEM membership meeting at 11:15, luncheon served at 12:00, and a tour of Mill Race Village at 1. Northville Township Supervisor Mark Abbo will attend along with Julie, Julianne and Lynne. The Beautification Commission budget will pay the \$17.50 admission fee for Mark Abbo. The 3 commissioners will pay their own admission for this event. Going forward, all in attendance agreed that the BC budget will cover the cost for up to 2 commissioners to attend any or all quarterly meetings that are offered by the BCSEM.
- 7) Unfinished business – The Beautification Commission is being considered for a GMAR (Greater Metropolitan Association of Realtors) Placemaking grant that Lynne applied for in April. A follow up request was made to Lynne and Shannon last week for further information on cost and timing of the project. Determination will be made soon and restoration of the southern section of the Bennett Arboretum living walls will be planned if the grant money is made available to the BC.
  - 5 flats of native plants will be picked up on Thursday 6/9 and BC commissioners along with Master Gardener volunteers will begin replanting some of the bricks in the northern section of the BA living walls. 3 more flats will be planted later in June once they become available.
  - The Friendship Garden is in need of weeding and chemical spraying of weeds and ants around the memorial bricks. Lynne is still waiting for a start date from the Living and Learning Center volunteers and if commitment is not made soon, the commissioners will begin weeding. Most new plants in the garden are thriving, the small tree did not survive and will be returned to English Gardens for a 1 year warranty replacement. Commissioners discussed trying a larger tree with a stronger cage to help resist damage from the large deer population that frequent the garden.

NEXT MEETING JULY 12, 2022

**REGULAR MEETING MINUTES  
CHARTER TOWNSHIP OF NORTHVILLE  
Historic District Commission**

**DATE:** May 26, 2022

**TIME:** 6:30 pm

**PLACE:** West Conference Room, Northville Twp. Hall

**CALL TO ORDER:** Margie Banner called the meeting to order at 6:32 pm.

**PRESENT:** Margie Banner, Scott Frush, Suzette Heathcote, Diane Rosone, Fred Shadko, Robin Schleh

Excused: Shana Maitland, Bill Sivy

**1. Approval of Minutes:**

**A. Meeting Minutes for April approved with corrections.**

**Motion Made:** Fred Shadko      **Second:** Scott Frush

**Motion Approved**

**2. New Business**

**A. Planning Commission-** item listed on Northville Road is not Ford plant

**B. Clean up of Thayers-** Rosones volunteer

**3. UNFINISHED Business**

**A. Budget - \$7,000**

**B. Thayer**

-Jeff Schneider willing to do tuck pointing, paint removal from brick and donate sealant for brick.

-Mike Braden will do work on a not to exceed budget.

**C. Future Presentations**

-Joe will give update next meeting.

**D. Underground Railroad Research**

-Rolan Wang historical information was not suitable for our purposes.

-We know of at least three men active in harboring slaves.

-Fred will check with Brian Turnbull for more information

-Robin will go to Mill Race

E. **Other** -Margie suggested a series of presentations for the schools.

4. **ADJOURN:** There being no further business, the meeting adjourned at **7:07 pm**.  
Next meeting June 23rd at 6:30 pm Town Hall.

**Respectfully submitted:**

**Diane Rosone**

Approved:

1.A.6

**MINUTES  
SPECIAL MEETING  
CHARTER TOWNSHIP OF NORTHVILLE  
Election Commission**

**DATE:** July 1, 2022  
**TIME:** 10:00 a.m.  
**PLACE:** Township Hall, 44405 Six Mile Road, Northville, MI 48168

**CALL TO ORDER:** Clerk Lundberg called the meeting to order at 10:00 a.m.

**Present:** Roger Lundberg, Cynthia Jankowski

**Absent:** Mindy Herrmann

**1. New Business:**

**A. Election Equipment Certification**

- The Public Accuracy Test will take place on Thursday, July 14, 2022 at 4:30 p.m. It has been properly posted and published for public notification. All Election Commissioners have verified that they will be attending to sign the certification paperwork.

**B. Approval of Election Workers**

Motion by Trustee Jankowski to approve the list of Election Inspectors, and assignment of other election duties to the Clerk, second by Trustee Herrmann.

**AYES:** Lundberg, Jankowski

**NAYS:** Herrmann

**Motion Approved**

**C. Election Update**

- Presented by Deputy Clerk Katie Anderson

**2. ADJOURN:** There being no further business, the meeting adjourned at 10:32 a.m.

**Respectfully submitted:**



**Roger Lundberg**

1.A.7

**TO:** Northville Youth Network Commission, Northville City Council, Northville Township Board of Trustees, Northville Public Schools Board of Education

**CC:** Todd Mutchler, Patrick Sullivan

**FROM:** Amy Prevo

**DATE:** August 5, 2022

## **NORTHVILLE YOUTH NETWORK PROGRAM REPORT**

### **PROGRAMS, SERVICES & COMMUNITY PARTNERSHIPS**

We ended the school-year programming with a Wellness Wednesday event at Millennium Park that featured activities and the Kona Ice truck with nearly 100 youth participants. Staff met over the summer and created the 2022-23 Wellness Wednesday calendar of workshops that consists of some favorites as well as some exciting new topics.

I participated in many productive meetings over the summer to explore potential partnership opportunities with and provided support to various community partners. I met with Carin Meyer, NPS PTSA Advocacy Committee Chairperson, to provide information about the mental health needs of youth in preparation for her advocacy work sessions with members of Congress on Capitol Hill. I co-chaired the July Northville CARES meeting which focused on planning Suicide Prevention Awareness Month programs/activities/services in September. I also met with Nancie Jashan, who with her daughter Hannah, a recent NHS school graduate, is coordinating the Steps Against Suicide walk throughout downtown Northville on August 6, 2022. I provided Nancie with event support and contact information of other community agencies and personnel she could reach out to as they continued their planning. I also met Dr. RJ Webber, the newly appointed Superintendent of NPS to introduce him to NYN, our programs and services, and our varied partnerships with the school district. I also attended the monthly meeting regarding the behavioral health partnership with Hegira Health and the police departments of the Township and City of Northville.

Preparations for CAMP Hillside & Meads Mill 2022 are underway with both sites slightly over capacity. Once again, this year CAMP will be especially impactful as most all of the participants present with some sort of extra need (i.e., social worker recommended, IEP/504 plan, new to the district, etc.) that the CAMP curriculum was specifically designed to address.

### **GENERAL OPERATIONS**

We were busy over the summer preparing the 2023 budget for submission to the Northville Township Board of Trustees. And we also participated in the joint Northville Township/City of Northville "Town Hall" meeting in June.

## YOUTH SUPPORT SERVICES

The tables below indicate the status of the referrals for the months of June and July. The first two tables shows the number of clients who are new, in progress, or have been discharged during this period. The second table shows a more detailed breakdown of Youth Assistance Program referrals as well as all referrals to date for each month.

NYN June 2022 Referrals			
	New	In Progress	Discharged
Youth Assistance	2	6	0
Case Management	8	8	10
Resource Referral	3	N/A	N/A

NYN July 2022 Referrals			
	New	In Progress	Discharged
Youth Assistance	0	0	8
Case Management	0	4	5
Resource Referral	2	N/A	N/A

### Youth Assistance Program Referrals from NPS or Law Enforcement

Infraction	Number of Referrals	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Drug/Alcohol	9	5		1		1	2						
Vape/Tobacco	11	4		1	4	2							
Anger Management													
Assault	3		2			1							
Harassment/Bullying													
Truancy	2					2							
Decision Making													
Desctuction of Property													
Retail Fraud													
Theft/Larceny													
Other	9	6	2	1									
<b>TOTAL YAP REFERRALS TO DATE</b>	<b>34</b>	<b>15</b>	<b>4</b>	<b>3</b>	<b>4</b>	<b>6</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

### Non-Youth Assistance Program Referrals from Parents or Other Source

Area of Support	Number of Referrals	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Casework Services	54	12	7	11	9	7	8						
Referral Services	22	9	2	1	1	4	3	2					
<b>TOTAL PARENT/OTHER REFERRALS TO DAT</b>	<b>76</b>	<b>21</b>	<b>9</b>	<b>12</b>	<b>10</b>	<b>11</b>	<b>11</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL REFERRALS TO DATE</b>	<b>110</b>	<b>36</b>	<b>13</b>	<b>15</b>	<b>14</b>	<b>17</b>	<b>13</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

### Non-Youth Assistance Program Referrals by Reason

Reason	#	%
Behavioral health issues (depression/anxiety)	30	39%
Suicidal ideation/attempt	17	22%
Substance use	1	1%
Self-harm	2	3%
Eating disorder	1	1%
School performance/avoidance issue	7	9%
Relational issues-family/peer conflict	4	5%
Behavioral/conduct issues	11	14%
Grief/loss	3	4%
Other	0	0%



# Memo

**To:** Mark J. Abbo, Township Supervisor  
Board of Trustees

**Cc:** Todd Mutchler, Township Manager/Public Safety Director

**From:** Wendy Hillman, Finance and Budget Director

**Subject:** Finance Reports – July 2022

**Date:** August 18, 2022

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## BOARD OF TRUSTEES

Mark J. Abbo, *Supervisor*  
Roger Lundberg, *Clerk*  
Jason Rhines, *Treasurer*  
Scott Frush, *Trustee*  
Mindy Herrmann, *Trustee*  
Cynthia Jankowski, *Trustee*  
Christopher Roosen, *Trustee*

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Please find enclosed the monthly finance reports as follows:

1. Cash Summary by Fund (July)
2. Cash Balances by Investment (July)
3. Balance Sheet by Fund (July)

**Cash Summary by Fund** provides monthly increases (debits) and decreases (credits) to the Township's cash and investment accounts. The total cash and investment portfolio on July 31, 2022 is \$115,259,699. The Township pools its main disbursement account.

**Cash Balances by Investment** provides an investment breakout, by Fund, of the total portfolio of \$115,259,699.

**Balance Sheet by Fund** provides the fund equity position on July 31, 2022, summarized by account type. Millage funds recognize property tax revenue early in the fiscal year, as indicated by high fund balance at the beginning of the fiscal year. This fund balance decreases during the year as expenditures are incurred.

CASH SUMMARY REPORT FOR NORTHVILLE CHARTER TOWNSHIP

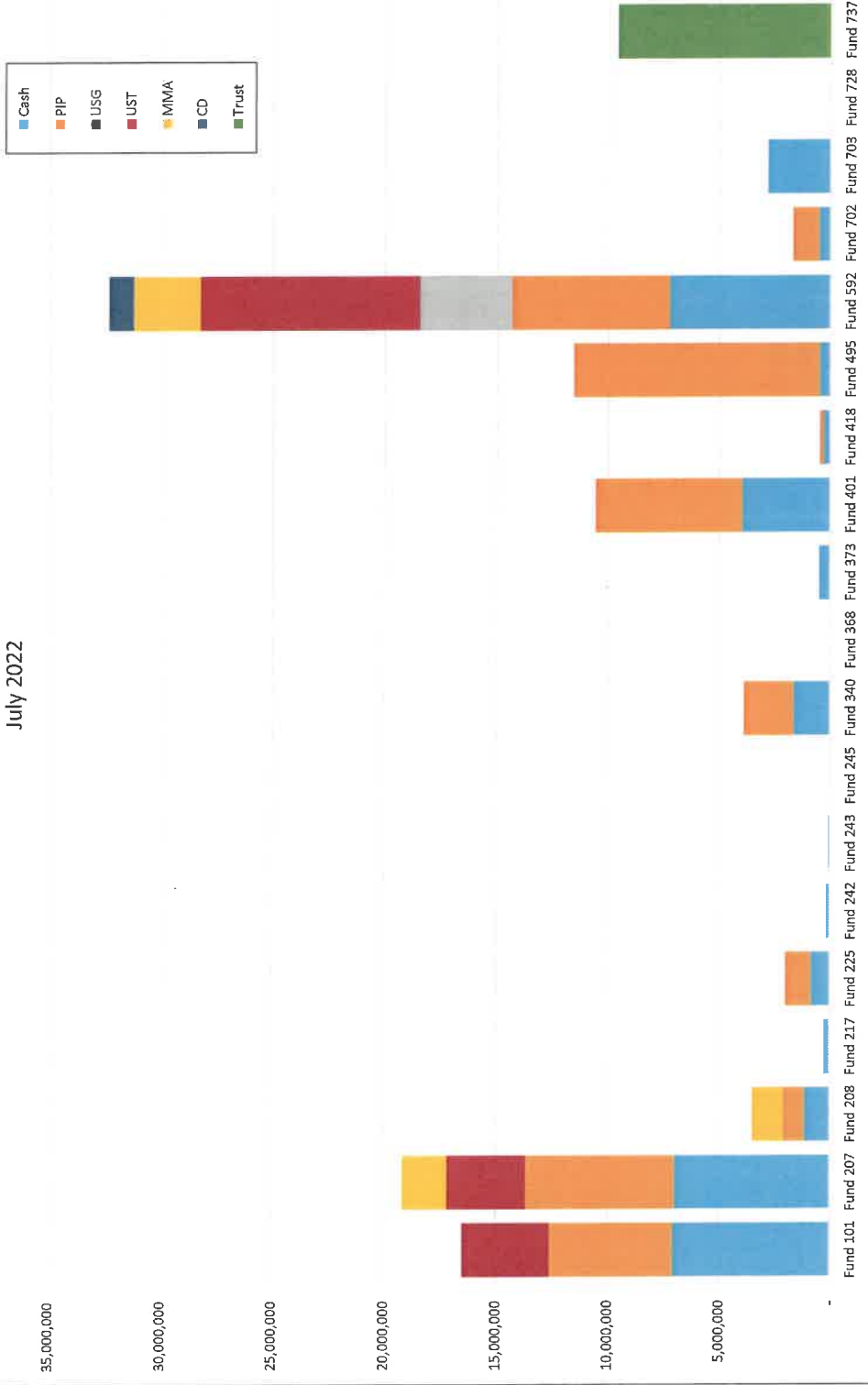
From 07/01/2022 to 07/31/2022

FUNDS: 592, 207, 101, 702, 217 (18 more)

Fund Description	Beginning Balance 07/01/2022	Total Debits	Total Credits	Ending Balance 07/31/2022
101 General Fund	16,788,376.46	294,551.67	568,868.96	16,514,059.17
207 Public Safety	20,126,542.32	1,778,247.15	2,758,209.69	19,146,579.78
208 PARKS, RECREATION & SENIOR SERVICES FUND	3,077,024.03	652,604.99	240,304.92	3,489,324.10
217 Youth Assistance	260,302.84	6,002.50	8,423.96	257,881.38
225 Shared Services	2,544,928.07	2,600.19	529,397.19	2,018,131.07
242 Five Mile Brownfield Revolving Fund	96,733.00	73,399.22	0.00	170,132.22
243 Seven Mile Brownfield Redevel Authority	88,177.37	6,959.85	0.00	95,137.22
340 7 MILE & HAGGERTY PROPERTY BOND DEBT	3,899,516.19	3,282.24	0.00	3,902,798.43
368 EDENDERRY PAVING SAD#27 P#5 DEBT SERVIC	21,719.75	0.00	0.00	21,719.75
373 2012 Refunding Debt	509,632.02	0.00	0.00	509,632.02
401 CAPITAL PROJECTS	10,672,823.18	1,550,747.37	1,641,914.34	10,581,656.21
418 Tree Fund	498,030.49	122.31	0.00	498,152.80
495 Seven Mile Construction Fund	11,829,193.03	15,459.27	295,278.51	11,549,373.79
592 Water and Sewer Fund	32,501,292.83	906,354.87	1,018,152.98	32,389,494.72
702 Escrow Fund	1,818,118.71	56,973.13	178,160.13	1,696,931.71
703 Current Tax Fund	96,041.59	7,912,239.07	5,181,558.98	2,826,721.68
728 Economic Development Corp	1,105.11	0.00	0.00	1,105.11
737 Other Post Employment Benefits Trust	9,115,218.93	542,343.71	66,694.96	9,590,867.68
<b>REPORT TOTALS:</b>	<b>113,944,775.92</b>	<b>13,801,887.54</b>	<b>12,486,964.62</b>	<b>115,259,698.84</b>



## Deposit and Investment Balances by Fund July 2022



**Diversification by Sector**

Cash
Cash & Interest Checking Accounts
Public Funds Investment Pools
USG
U.S. Govt Agencies
UST
U.S. Treasury Securities
MMA
Money Market Accounts
CD
Certificates of Deposit
Trust

BALANCE SHEET FOR NORTHVILLE TOWNSHIP  
MONTH ENDING 07/31/2022

FUND	FISCAL YEAR-TO-DATE 7/31/2021	FISCAL YEAR-TO-DATE 7/31/2022
<b>Fund 101 - GENERAL FUND</b>		
<b>Assets</b>		
ACCOUNTS RECEIVABLE	\$ 1,272	\$ 969
CASH	11,282,070	7,056,419
INVESTMENTS	2,540,764	9,457,640
OTHER ASSETS	74,949	74,733
<b>TOTAL Assets</b>	<b>\$ 13,899,055</b>	<b>\$ 16,589,761</b>
<b>Liabilities</b>		
ACCOUNTS PAYABLE	\$ 60,626	\$ 36,784
<b>TOTAL Liabilities</b>	<b>\$ 60,626</b>	<b>\$ 36,784</b>
<b>Ending Fund Balance</b>	<b>\$ 13,838,429</b>	<b>\$ 16,552,977</b>
<b>Special Revenue Funds:</b>		
<b>Fund 207 - PUBLIC SAFETY FUND</b>		
<b>Assets</b>		
ACCOUNTS RECEIVABLE	\$ 77,200	\$ 1,840
CASH	11,442,278	6,974,266
INVESTMENTS	6,187,713	12,172,314
OTHER ASSETS	240,373	234,852
<b>TOTAL Assets</b>	<b>\$ 17,947,564</b>	<b>\$ 19,383,272</b>
<b>Liabilities</b>		
ACCOUNTS PAYABLE	\$ 486,969	\$ 170,885
LIABILITIES - SHORT TERM	13,115	17,924
<b>TOTAL Liabilities</b>	<b>\$ 500,084</b>	<b>\$ 188,809</b>
<b>Ending Fund Balance</b>	<b>\$ 17,447,480</b>	<b>\$ 19,194,463</b>
<b>Fund 208 - PARKS, RECREATION AND SENIOR SERVICES</b>		
<b>Assets</b>		
ACCOUNTS RECEIVABLE	\$ 81,174	\$ 21,785
CASH	2,726,647	2,088,697
OTHER ASSETS	-	1,400,627
<b>TOTAL Assets</b>	<b>\$ 2,807,821</b>	<b>\$ 3,511,109</b>
<b>Liabilities</b>		
ACCOUNTS PAYABLE	\$ 81,958	\$ 26,651
LIABILITIES - SHORT TERM	-	15,000

FUND	FISCAL YEAR-TO-DATE 7/31/2021	FISCAL YEAR-TO-DATE 7/31/2022
<b>TOTAL Liabilities</b>	\$ 81,958	\$ 41,651
<b>Ending Fund Balance</b>	\$ 2,725,863	\$ 3,469,458
<b>Fund 217 - YOUTH ASSISTANCE</b>		
<b>Assets</b>		
CASH	\$ 273,260	\$ 257,881
<b>TOTAL Assets</b>	\$ 273,260	\$ 257,881
<b>Liabilities</b>		
ACCOUNTS PAYABLE	\$ 1,108	\$ 105
<b>TOTAL Liabilities</b>	\$ 1,108	\$ 105
<b>Ending Fund Balance</b>	\$ 272,152	\$ 257,776
<b>Fund 225 - SHARED SERVICES</b>		
<b>Assets</b>		
CASH	\$ 1,905,458	\$ 2,018,131
OTHER ASSETS	2,449	-
<b>TOTAL Assets</b>	\$ 1,907,907	\$ 2,018,131
<b>Liabilities</b>		
ACCOUNTS PAYABLE	\$ 64,574	\$ -
LIABILITIES - SHORT TERM	36,150	35,000
<b>TOTAL Liabilities</b>	\$ 100,724	\$ 35,000
<b>Ending Fund Balance</b>	\$ 1,807,183	\$ 1,983,131
<b>Debt Service Funds</b>		
<b>Fund 340 - SEVEN MILE &amp; HAGGERTY PROPERTY PURCHASE FUND</b>		
<b>Assets</b>		
CASH	\$ 3,831,770	\$ 3,902,798
<b>TOTAL Assets</b>	\$ 3,831,770	\$ 3,902,798
<b>Liabilities</b>		
LIABILITIES - SHORT TERM	\$ 1,820	\$ -
<b>TOTAL Liabilities</b>	\$ 1,820	\$ -
<b>Ending Fund Balance</b>	\$ 3,829,950	\$ 3,902,798
<b>Fund 368 - EDENDERRY PAVING SAD FUND</b>		
<b>Assets</b>		
ACCOUNTS RECEIVABLE	\$ 63,842	\$ 42,147

FUND	FISCAL YEAR-TO-DATE 7/31/2021	FISCAL YEAR-TO-DATE 7/31/2022
CASH	49,897	21,720
<b>TOTAL Assets</b>	<b>\$ 113,739</b>	<b>\$ 63,867</b>
<b>Liabilities</b>		
LIABILITIES - OTHER	\$ 63,842	\$ 42,147
<b>TOTAL Liabilities</b>	<b>\$ 63,842</b>	<b>\$ 42,147</b>
<b>Ending Fund Balance</b>	<b>\$ 49,897</b>	<b>\$ 21,720</b>

### **Fund 373 - 2012 REFUNDING DEBT (MUNICIPAL BUILDINGS)**

<b>Assets</b>		
CASH	\$ 528,532	\$ 509,632
<b>TOTAL Assets</b>	<b>\$ 528,532</b>	<b>\$ 509,632</b>
<b>TOTAL Liabilities</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Ending Fund Balance</b>	<b>\$ 528,532</b>	<b>\$ 509,632</b>

### **Capital Project Funds**

#### **Fund 401 - CAPITAL PROJECTS FUND**

<b>Assets</b>		
ACCOUNTS RECEIVABLE	\$ 38,437	\$ 28,126
CASH	4,406,949	3,966,768
INVESTMENTS	2,553,670	6,614,888
<b>TOTAL Assets</b>	<b>\$ 6,999,056</b>	<b>\$ 10,609,782</b>
<b>Liabilities</b>		
ACCOUNTS PAYABLE	\$ 6,301	\$ 2,233
LIABILITIES - SHORT TERM	288,781	3,083,513
LIABILITIES - LONG TERM	-	278,126
<b>TOTAL Liabilities</b>	<b>\$ 295,082</b>	<b>\$ 3,363,872</b>
<b>Ending Fund Balance</b>	<b>\$ 6,703,974</b>	<b>\$ 7,245,910</b>

#### **Fund 418 - TREE FUND**

<b>Assets</b>		
CASH	\$ 437,061	\$ 498,153
OTHER ASSETS	-	-
<b>TOTAL Assets</b>	<b>\$ 437,061</b>	<b>\$ 498,153</b>
<b>TOTAL Liabilities</b>	<b>\$ -</b>	<b>\$ -</b>

FUND	FISCAL YEAR-TO-DATE 7/31/2021	FISCAL YEAR-TO-DATE 7/31/2022
<b>Ending Fund Balance</b>	<b>\$ 437,061</b>	<b>\$ 498,153</b>

### Enterprise Funds

#### Fund 592 - WATER AND SEWER FUND

##### Assets

ACCOUNTS RECEIVABLE	\$ 1,142,303	\$ 1,247,128
CASH	12,551,586	7,233,096
DEFERRED OUTFLOW	1,299,621	1,220,773
FIXED ASSETS	87,398,673	89,105,620
ACCUMULATED DEPRECIATION	(39,202,537)	(41,202,178)
INVESTMENTS	18,337,576	25,156,399
OTHER ASSETS	26,693,557	28,566,697
<b>TOTAL Assets</b>	<b>\$ 108,220,779</b>	<b>\$ 111,327,535</b>

##### Liabilities

ACCOUNTS PAYABLE	\$ 1,048,168	\$ 179,907
LIABILITIES - SHORT TERM	861,754	990,192
LIABILITIES - LONG TERM	3,770,032	3,075,949
<b>TOTAL Liabilities</b>	<b>\$ 5,679,954</b>	<b>\$ 4,246,048</b>

**Ending Net Position**

<b>\$ 102,540,825</b>	<b>\$ 107,081,487</b>
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### Component Units

#### Fund 242 - BROWNFIELD REDEVELOPMENT AUTHORITY (REVOLVING FUND)

##### Assets

CASH	\$ 112,233	\$ 170,132
OTHER ASSETS	-	-
<b>TOTAL Assets</b>	<b>\$ 112,233</b>	<b>\$ 170,132</b>

##### Liabilities

ACCOUNTS PAYABLE	\$ -	\$ -
LIABILITIES - SHORT TERM	71,357	96,727
<b>TOTAL Liabilities</b>	<b>\$ 71,357</b>	<b>\$ 96,727</b>

**Ending Fund Balance**

<b>\$ 40,876</b>	<b>\$ 73,405</b>
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#### Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY (SEVEN MILE PROPERTY)

##### Assets

CASH	\$ 81,425	\$ 95,137
OTHER ASSETS	-	-
<b>TOTAL Assets</b>	<b>\$ 81,425</b>	<b>\$ 95,137</b>

**TOTAL Liabilities**

<b>\$ -</b>	<b>\$ -</b>
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FUND	FISCAL YEAR-TO-DATE 7/31/2021	FISCAL YEAR-TO-DATE 7/31/2022
<b>Ending Fund Balance</b>	<b>\$ 81,425</b>	<b>\$ 95,137</b>
<b>Fund 495 - SEVEN MILE CONSTRUCTION FUND (Bond proceeds)</b>		
<b>Assets</b>		
CASH	\$ -	\$ 508,310
INVESTMENTS	-	11,041,064
<b>TOTAL Assets</b>	<b>\$ -</b>	<b>\$ 11,549,374</b>
<b>TOTAL Liabilities</b>	<b>\$ -</b>	<b>\$ 543,229</b>
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ 11,006,145</b>
<b>Fund 245 - BROWNFIELD REDEVELOPMENT AUTHORITY (GUN RANGE)</b>		
<b>Assets</b>		
CASH	\$ -	\$ -
FIXED ASSETS	-	-
<b>TOTAL Assets</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Liabilities</b>		
ACCOUNTS PAYABLE	\$ -	\$ -
LIABILITIES - LONG TERM	-	-
<b>TOTAL Liabilities</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>



1.A.9

400 Centennial Pkwy, Suite 200  
Louisville, Colorado 80027  
† 303.381.4683  
[www.zayo.com](http://www.zayo.com)

August 3, 2022

Charter Township of Northville  
Attention: Roger Lundberg, Clerk  
44405 Six Mile Rd  
Northville, MI 48168  
PH: 248-348-5825  
[clerk@twp.northville.mi.us](mailto:clerk@twp.northville.mi.us)

Dear Roger Lundberg,

Please find enclosed a Metro Act Permit Application form for the Charter Township of Northville. This application is for access to and ongoing use of public ways by Telecommunications Providers under Metropolitan Extension Telecommunications right-of-way oversight Act 2002 PA 48, MCLA sections 484.3101 to 484.3120 by ZAYO Group LLC.

In accordance with the application, I have enclosed the application fee of five hundred dollars (\$500.00), a Certificate of Good Standing for Zayo Group, LLC along with a Copy of Liability Insurance for Zayo Group, LLC. In addition to the requirements stipulated in the Metro Act, kindly also send a copy of the signed bi-lateral agreement to our office located at 240 E South St., Lansing, MI 48910.

Please feel free to contact us with any questions.

Thank you,

Greg Babinski  
Director, OSP-Michigan  
240 E South St  
Lansing, MI 48910  
M: 616.570.9900  
O: 517.913.0498  
[greg.babinski@zayo.com](mailto:greg.babinski@zayo.com)  
<http://www.zayo.com>

CUSTOMER NBR:  
ACCOUNTS PAYABLE CHECK

VENDOR: CHARTER TOWNSHIP OF NORTHVILLE

VENDOR NBR: 912203

INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
ZAYO-873731 CHARTER TOWNSHIP OF NORTHVILLE	07/08/22	500.00	0.00	500.00
CHECK DATE 08/01/22		CHECK NUMBER 247171	\$500.00	\$0.00
			\$500.00	\$500.00

Detach this stub before depositing check

THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK



ZAYO GROUP  
1805 29<sup>TH</sup> Street  
Suite 2050  
Boulder, CO 80301

Wells Fargo Bank

VOID AFTER 180 DAYS

CHECK NUMBER

247171

Check Date

08/01/2022

Check Amount

\$500.00

PAY EXACTLY: Five Hundred Dollars And Zero-Cents\*\*\*\*\*

TO THE ORDER OF

CHARTER TOWNSHIP OF NORTHVILLE  
44405 SIX MILE ROAD  
NORTHVILLE, MI 48168  
UNITED STATES

By [Signature]

By Cheré Barrett



⑈ 247171⑈ ⑆ 121000248⑆ 2000031004646⑈



**METRO Act Permit  
Bilateral Form  
Revised 12/06/02**

**RIGHT-OF-WAY  
TELECOMMUNICATIONS PERMIT**

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean ZAYO GROUP, LLC [type of entity] organized under the laws of the State of Delaware whose address is 1805 29<sup>th</sup> Street, Suite 2050, Boulder, CO 80301.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean Charter Township of Northville, a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of- Way identified on Exhibit A on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.
- 2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.
- 2.2 Overlapping. Company shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:
- 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is Greg Babinski, Director, OSP-Michigan / greg.babinski@zayo.com / 240 E. South Street, Lansing, MI, 48910 / (517) 913-0498.
- 3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is N/A.
- 3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the

design, plans and construction of the Telecommunication Facilities is

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3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Greg Babinski, Director, OSP-Michigan / [greg.babinski@zayo.com](mailto:greg.babinski@zayo.com) / 240 E. South Street, Lansing, MI. 48910 / (517) 913-0498.

3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voicemail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.

Emergencies:  
Network Operations Center & Repair  
Phone: (888) 404 9296  
E-mail: [zayoncc@zayo.com](mailto:zayoncc@zayo.com)

3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

#### 4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or

interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.
- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with

the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses, or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.
- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with

Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).

- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
  - 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
  - 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
  - 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality



from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.

6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).

6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

## 7 Term

7.1 Term. The term ("Term") of this Permit shall be until the earlier of:

7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or

7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or

7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days

(or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

## 8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

## 9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

## 10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than

twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

- 11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:
  - 11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
  - 11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
    - 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and
    - 11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.
  - 11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to [address], with a copy to [address].

Charter Township of Northville

Attn: Township Clerk

44405 Six Mile Rd

Northville, MI 48168

12.1.2 If to Company, to [address], with a copy to [address].

Zayo Group, LLC

Attn: Director, Underlying Rights – Central Region

1805 29th Street, Suite 2050

Boulder, CO 80301

With a Copy to:

Zayo Group, LLC

Attn: General Counsel – Central Region

1805 29th Street, Suite 2050

Boulder, CO 80301

Emergencies:

Network Operations Center & Repair

Phone: (888) 404 9296

E-mail: [zayoncc@zayo.com](mailto:zayoncc@zayo.com)

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable. OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as “cable service” or the services of an “open video system operator” (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

[Municipality name]  
Charter Township of Northville

Attest:  
By: \_\_\_\_\_  
Clerk

By: Greg Babinski  
Its: Director, OSP-Michigan  
Date: 08-03-2022

“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

Zayo Group, LLC.

By: Greg Babinski

Its: Director, OSP-Michigan

Date: 08-03-2022

::ODMA\PCDOCS\GRR\759319\6

**Exhibit A**

**Public Right-of-Way to be Used by Telecommunication Facilities**



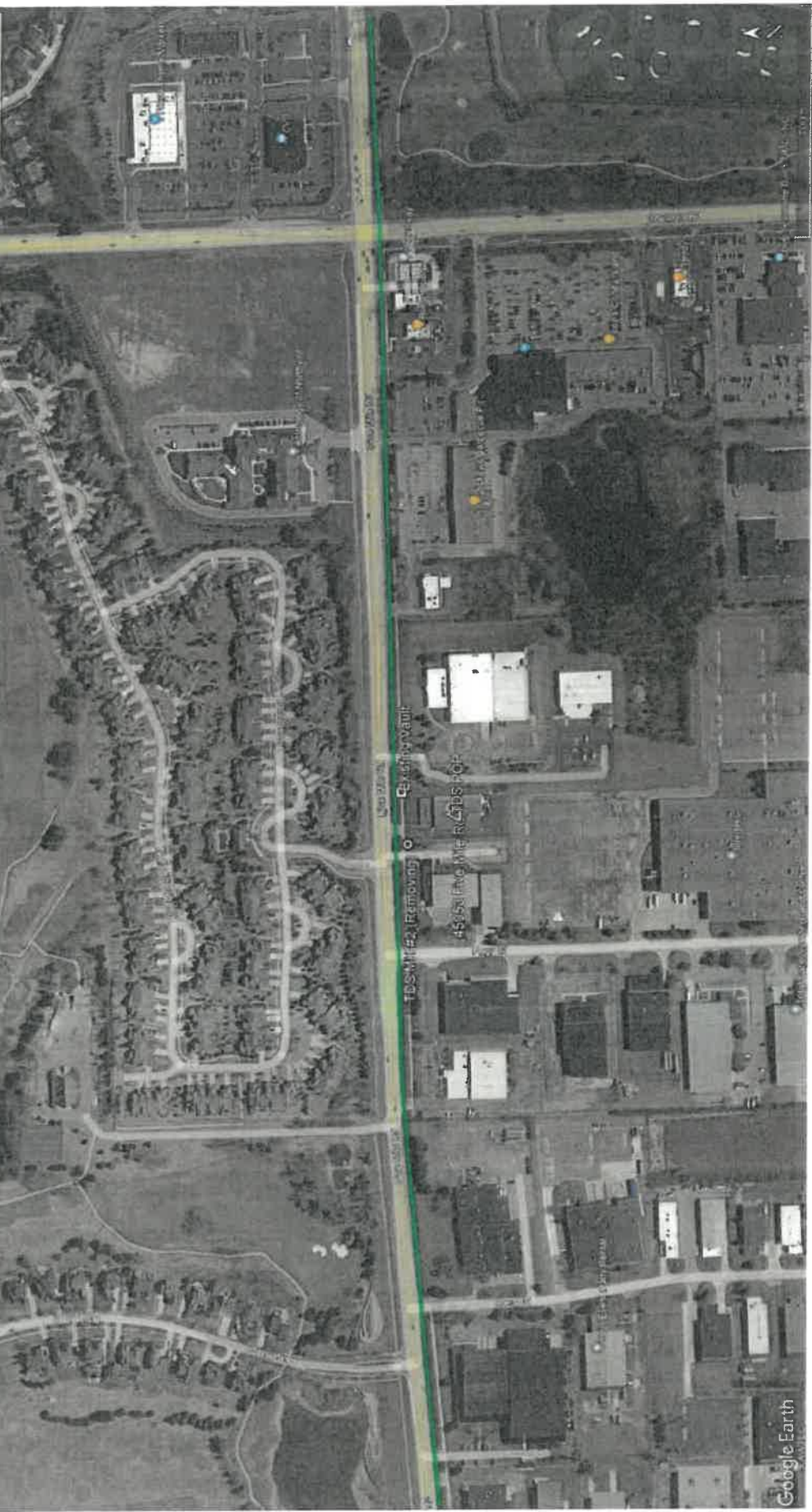
**Exhibit B**

**Bond**

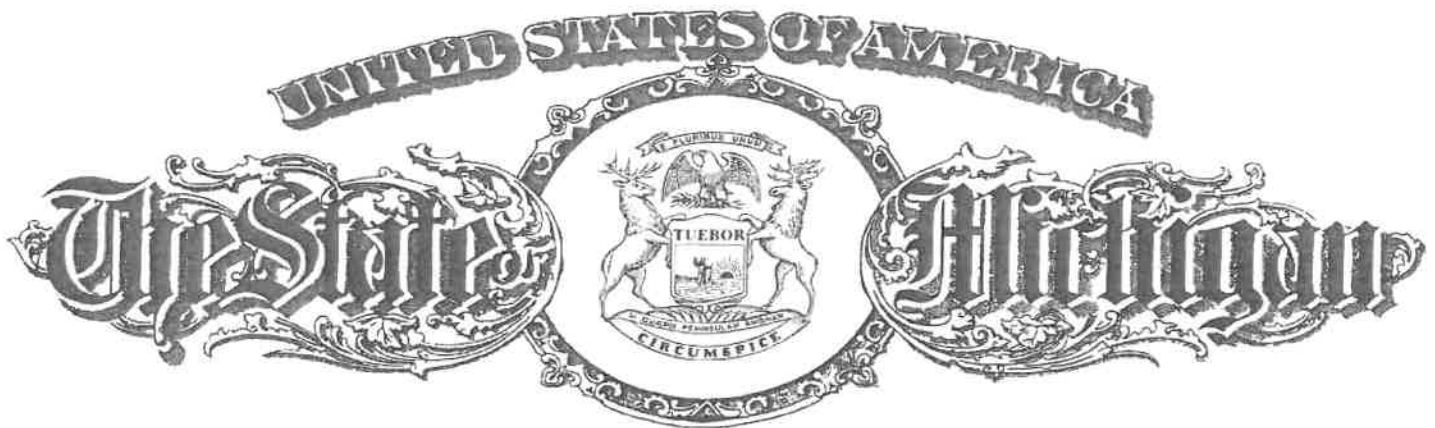


**Exhibit A**  
Charter Township of Northville  
Five Mile Rd

- Legend**
- 45053 Five Mile Rd
  - Existing Vault
  - TDS MH #2 (Removing)
  - TDS POP
  - UC (existing)







Department of Licensing and Regulatory Affairs

Lansing, Michigan

*This is to Certify That*

**ZAYO GROUP, LLC**

*a(n) Delaware FOREIGN LIMITED LIABILITY COMPANY.*

*was validly authorized on January 19 , 2011, to transact business in Michigan, and that said limited liability company holds a valid certificate of authority to transact business in this state, and has satisfied its annual filing obligations.*

*This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the limited liability company is in good standing in Michigan as of this date and is duly authorized to transact in this state any business set forth in its application which a domestic limited liability company formed under this act may lawfully conduct except as limited by statements in its Application for Certificate of Authority or under the law of its jurisdiction of organization.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.*



*Sent by electronic transmission*

Certificate Number: 20061328770

*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 4th day of June , 2020.*

Linda Clegg, Interim Director

Corporations, Securities & Commercial Licensing Bureau









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**METRO Act Permit Application Form  
Revised February 2, 2015**

**Charter Township of Northville  
Name of Local Unit of Government**

**APPLICATION FOR  
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY  
TELECOMMUNICATIONS PROVIDERS  
UNDER  
METROPOLITAN EXTENSION TELECOMMUNICATIONS  
RIGHTS-OF-WAY OVERSIGHT ACT  
2002 PA 48  
MCL SECTIONS 484.3101 TO 484.3120**

**BY**

**Zayo Group LLC  
("APPLICANT")**

**Unfamiliar with METRO Act?—Assistance:** Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at [http://www.michigan.gov/mpsc/0,4639,7-159-16372\\_22707---,00.html](http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html).

**45 Days to Act—Fines for Failure to Act:** The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

**Where to File:** Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

--Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at [insert address].

Charter Township of Northville, 44405 Six Mile Rd, Northville, MI 48168.

MASTER COPY

**Charter Township of Northville**  
**Name of Local Unit of Government**

**APPLICATION FOR  
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY  
TELECOMMUNICATIONS PROVIDERS**

**By**  
**Zayo Group LLC**  
**("APPLICANT")**

*This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).*

*This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).*

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**1 GENERAL INFORMATION:**

1.1 Date: 08/03/2022

1.2 Applicant's legal name: Zayo Group LLC  
Mailing Address: 1805 29<sup>th</sup> Street, Ste 2050  
Boulder, CO 80301  
Telephone Number: 303-381-4683  
Fax Number: 303-260-5922  
Corporate website: www.zayo.com

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Director-OSP Michigan, Greg Babinski  
Mailing Address: 240 E South St  
Lansing, Michigan 48910  
  
Telephone Number: 517-913-0498  
Fax Number: 517-913-1014  
E-mail Address: greg.babinski@zayo.com

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1.3 Type of Entity: (Check one of the following)

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Individual
- Other, please describe: \_\_\_\_\_

1.4 Assumed name for doing business, if any: N/A

1.5 Description of Entity:

1.5.1 Jurisdiction of incorporation/formation; Delaware

1.5.2 Date of incorporation/formation; 2/15/2008

1.5.3 If a subsidiary, name of ultimate parent company; N/A

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

Dan Caruso (Chairperson, CEO), Shirra Cooks (Secretary), Matt Steinfort (Treasurer)

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information.

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: N/A.

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes  No

*If "yes," please describe the circumstances.*

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes  No

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*If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.*

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or another affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

*If no financial statements are provided, please explain and provide particulars.*

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## **2 DESCRIPTION OF PROJECT:**

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

No authorizations pre-existing the Metro Act exist, no previous construction within the municipality by this company.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

Fiber Optic Cable for Zayo network infrastructure.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

2.4 Please provide an anticipated or actual construction schedule.

Construction schedule is pending approval of plans by County Road Commission for Right-of-Way Permit, and approval by municipality of Metro Act Permit. Construction will commence within 90-days of all permit approvals.

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2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

Zayo Group, LLC

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

Zayo Group LLC, 240 E South St, Lansing, MI 48910  
Greg Babinski, Director, OSP-Michigan, Office-517-913-0498, [greg.babinski@zayo.com](mailto:greg.babinski@zayo.com)  
Zayo facilities will be placed underground, in the Charter Township of Northville road right of way.

**3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:**

*Please provide the following or attach an appropriate exhibit.*

3.1 Address of Applicant's nearest local office:  
Zayo Group LLC, 240 E South St., Lansing, MI 48910

3.2 Location of all records and engineering drawings, if not at local office.

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system:

Greg Babinski, Director, OSP-Michigan, Zayo Group LLC  
240 E South St., Lansing MI 48910 [greg.babinski@zayo.com](mailto:greg.babinski@zayo.com), Office-517-913-0498

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

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3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

Zayo Group LLC

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**4 CERTIFICATION:**

*All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.*

**Zavo Group LLC (“APPLICANT”)**

08/03/2022  
Date

By: \_\_\_\_\_  
Type or Print Name: Greg Babinski

Director, OSP-Michigan  
Title

S:\metroapplicationform.doc





# Regular Agenda Items

2.A

# Western Townships Utilities Authority

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SERVING THE CHARTER TOWNSHIPS OF CANTON, NORTHVILLE AND PLYMOUTH

## ANNUAL BUDGET

YEAR ENDING SEPTEMBER 30, 2023

VERSION 1 - FINANCE COMMITTEE REVIEW  
BOARD STUDY SESSION  
TOWNSHIP APPROVALS

Prepared by:

Suzanne Balan, Accountant  
Aaron Sprague, Director of Operations  
Jack Polhill, OMI Project Manager

Reviewed by:

WTUA Finance Committee - July 7, 2022

**WESTERN TOWNSHIPS UTILITIES AUTHORITY  
PROPOSED ANNUAL BUDGET  
OCTOBER 1, 2022 - SEPTEMBER 30, 2023**

	Audited 2019/2020 Actual	Audited 2020/2021 Actual	Approved 2021/2022 Budget	Amended 2021/2022 Budget	Current YTD 7/18/2022	Projected 2021/2022	Recommended 2022/2023 Budget	% Variance Over/(Under) 2021/2022 Budget	% Variance Over/(Under) 2021/2022 Projected
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**OPERATIONS BUDGET**

**REVENUES**

Township billings	\$ 8,165,659	\$ 8,417,981	\$ 9,472,959	\$ 9,472,959	\$ 7,393,793	\$ 9,383,065	\$ 9,452,930	(0.21%)	0.74%
Saw grant funds	-	-	-	-	-	-	-	0.00%	0.00%
Interest earnings & other revenue	121,262	16,735	-	-	-	-	-	0.00%	0.00%
<b>Total Revenues</b>	<b>8,286,921</b>	<b>8,434,716</b>	<b>9,472,959</b>	<b>9,472,959</b>	<b>7,393,793</b>	<b>9,383,065</b>	<b>9,452,930</b>	<b>(0.21%)</b>	<b>0.74%</b>

**EXPENDITURES**

Sewage treatment charges	\$ 5,103,450	\$ 5,567,567	\$ 6,184,685	\$ 6,184,685	\$ 5,233,634	\$ 6,130,892	\$ 6,167,167	(0.28%)	0.59%
Operations and maintenance	2,051,378	1,795,517	2,360,254	2,360,254	1,596,663	2,333,453	2,389,253	1.23%	2.39%
Administrative	496,096	474,885	605,084	605,084	404,706	585,784	614,450	1.55%	3.13%
YCUA capacity rental	403,883	364,630	322,936	322,936	322,936	322,936	282,060	(12.66%)	(12.66%)
<b>Total Expenditures</b>	<b>8,054,807</b>	<b>8,202,599</b>	<b>9,472,959</b>	<b>9,472,959</b>	<b>7,557,939</b>	<b>9,383,065</b>	<b>9,452,930</b>	<b>(0.21%)</b>	<b>0.74%</b>

<b>NET OPERATING INCOME</b>	<b>\$ 232,114</b>	<b>\$ 232,117</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (164,146)</b>	<b>\$ -</b>	<b>\$ -</b>		
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**WORKING CAPITAL**

Beginning balance	\$ 278,890	\$ 278,890	\$ 278,890	\$ 278,890	\$ 278,890	\$ 278,890	\$ 278,890		
Reduction of GASB68 Liability	(232,114)	(232,117)	-	-	-	-	-		
Revenues less expenditures	232,114	232,117	-	-	(164,146)	-	-		
<b>Ending balance</b>	<b>\$ 278,890</b>	<b>\$ 278,890</b>	<b>\$ 278,890</b>	<b>\$ 278,890</b>	<b>\$ 114,744</b>	<b>\$ 278,890</b>	<b>\$ 278,890</b>		

**DEBT SERVICE BUDGET**

**REVENUES**

Bond debt billings to townships	\$ 4,029,608	\$ 4,029,608	\$ 3,737,688	\$ 3,737,688	\$ 3,687,938	\$ 3,737,688	\$ 4,079,500		
Restricted earnings	337	337	-	-	8,013	-	-		
<b>Total revenues</b>	<b>\$ 4,029,945</b>	<b>\$ 4,029,945</b>	<b>\$ 3,737,688</b>	<b>\$ 3,737,688</b>	<b>\$ 3,695,951</b>	<b>\$ 3,737,688</b>	<b>\$ 4,079,500</b>		

**EXPENDITURES**

Principal payment - 2012 Issue	3,565,000	3,565,000	3,495,000	3,495,000	3,495,000	3,495,000	3,980,000		
Interest expense - 2012 Issue	464,608	464,608	242,688	242,688	192,938	242,688	99,500		
<b>Total bond debt requirements</b>	<b>\$ 4,029,608</b>	<b>\$ 4,029,608</b>	<b>\$ 3,737,688</b>	<b>\$ 3,737,688</b>	<b>\$ 3,687,938</b>	<b>\$ 3,737,688</b>	<b>\$ 4,079,500</b>		

**WESTERN TOWNSHIPS UTILITIES AUTHORITY  
PROPOSED ANNUAL BUDGET  
SUPPLEMENTAL INFORMATION  
DETAIL WORKSHEETS**

*Sewage Treatment Charges  
Operations & Maintenance Overview  
Lower Rouge and Middle Rouge  
Force Main, Collection System, Vehicle and Saw Grant Expenditures  
Administrative  
Administrative-Detail of Computer Expense  
Analysis of Bond Debt Service*

**WESTERN TOWNSHIPS UTILITIES AUTHORITY  
PROPOSED ANNUAL BUDGET WORKSHEET  
OCTOBER 1, 2022 - SEPTEMBER 30, 2023**

Audited 2019/2020 Actual	Audited 2020/2021 Actual	Approved 2021/2022 Budget	Amended 2021/2022 Budget	Current YTD 7/18/2022	Projected 2021/2022	Recommended 2022/2023 Budget
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**SEWAGE TREATMENT CHARGES**

YCUA:							
Sewage treatment charges	6,851,426	5,795,635	5,818,566	5,818,566	4,879,391	5,681,541	5,800,048
Industrial pre-treatment charges	123,307	120,371	134,000	134,000	96,884	134,000	135,000
GASB 68 - UAAL pension (fixed)		232,116	232,119	232,119	174,087	232,119	232,119
Lookback	(1,871,283)	(565,318)	-	-	83,272	83,232	-
<b>Sewage Treatment Total</b>	<b>\$ 5,103,450</b>	<b>\$ 5,582,804</b>	<b>\$ 6,184,685</b>	<b>\$ 6,184,685</b>	<b>\$ 5,233,634</b>	<b>\$ 6,130,892</b>	<b>\$ 6,167,167</b>

**SEWAGE TREATMENT DETAIL CALCULATIONS**

Treatment Agency	Estimated Flows (1,000 gallons)	Period (from/to)	Rate	Rate Change (%)	Projected Cost (\$)
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YCUA			(per 1,000 gallons)		
Sewage treatment charges-projected rate	4,883,861	Oct-22 - Aug-23	1.094460	0.00%	5,345,190
Sewage treatment charges-projected rate	403,496	Sept-23	1.127294	3.00%	454,858
<b>Total flows YCUA</b>	<b>5,287,356</b>				<b>Total treatment charges YCUA 5,800,048</b>

Flows are based upon actual metered sewage flow

YCUA-IPP Charges		
Canton Township		52,000
Northville Township		19,000
Plymouth Township		64,000
<b>Total YCUA IPP Charges</b>		<b>135,000</b>
		<b>232,119</b>
UAAL for pension - fixed amount		
	<b>Total YCUA</b>	<b>6,167,167</b>
	<b>Total Sewage Treatment Charges</b>	<b>\$ 6,167,167</b>

**WESTERN TOWNSHIPS UTILITIES AUTHORITY  
PROPOSED ANNUAL BUDGET WORKSHEET  
OCTOBER 1, 2022 - SEPTEMBER 30, 2023**

<b>Audited 2019/2020 Actual</b>	<b>Audited 2020/2021 Actual</b>	<b>Approved 2021/2022 Budget</b>	<b>Amended 2021/2022 Budget</b>	<b>Current YTD 7/18/2022</b>	<b>Projected 2021/2022</b>	<b>Recommended 2022/2023 Budget</b>	<b>% Variance Over/(Under) 2021/2022 Budget</b>	<b>% Variance Over/(Under) 2021/2022 Projected</b>
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**OPERATIONS AND MAINTENANCE OVERVIEW**

Lower Rouge	\$ 1,080,726	\$ 874,346	\$ 1,153,434	\$ 1,153,434	\$ 915,074	\$ 1,132,434	\$ 1,166,309	1.12%	2.99%
Middle Rouge	401,770	443,026	541,086	541,086	365,806	535,095	549,007	1.46%	2.60%
Force Main	59,299	60,652	90,612	90,612	56,913	90,612	92,368	1.94%	1.94%
Collection System	507,185	314,734	567,612	567,612	256,266	567,612	574,066	1.14%	1.10%
Vehicle	2,396	2,762	7,500	7,500	2,605	7,500	7,500	0.00%	0.00%
Saw Grant expenditures	-	-	-	-	-	-	-	0.00%	0.00%
<b>Operation &amp; Maintenance Total</b>	<b>\$ 2,051,376</b>	<b>\$ 1,795,518</b>	<b>\$ 2,360,254</b>	<b>\$ 2,360,254</b>	<b>\$ 1,596,663</b>	<b>\$ 2,333,453</b>	<b>\$ 2,389,253</b>	<b>1.23%</b>	<b>2.39%</b>

WESTERN TOWNSHIPS UTILITIES AUTHORITY  
 PROPOSED ANNUAL BUDGET WORKSHEET  
 OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	Audited 2019/2020 Actual	Audited 2020/2021 Actual	Approved 2021/2022 Budget	Amended 2021/2022 Budget	Current YTD 7/18/2022	Projected 2021/2022	Recommended 2022/2023 Budget	% Variance Over(Under) 2021/2022 Budget	% Variance Over(Under) 2021/2022 Projected
<b>LOWER ROUGE</b>									
O&M Contractor	\$ 293,339	\$ 299,089	\$ 308,062	\$ 308,062	\$ 280,446	\$ 308,062	\$ 316,841	2.85%	2.85%
Parts	26,773	8,618	15,000	15,000	11,297	15,000	15,000	0.00%	0.00%
Communications	2,845	3,052	3,500	3,500	3,388	3,500	3,500	0.00%	0.00%
Instrumentation Service	2,910	2,910	4,000	4,000	2,910	4,000	4,000	0.00%	0.00%
Alarm Monitoring	2,078	4,181	4,000	4,000	1,772	4,000	4,000	0.00%	0.00%
Prev/Predictive Maintenance	22,789	14,335	20,000	20,000	13,857	20,000	20,000	0.00%	0.00%
Inspections/Permits/Licenses	1,245	992	3,000	3,000	1,975	3,000	3,000	0.00%	0.00%
Janitorial	3,250	3,274	3,372	3,372	3,070	3,372	3,468	2.85%	2.86%
General Maintenance	1,193	1,530	4,000	4,000	2,487	4,000	4,000	0.00%	0.00%
Lawn Maintenance	2,827	2,262	4,000	4,000	1,265	4,000	4,000	0.00%	0.00%
Snow Removal	5,112	6,909	7,000	7,000	6,362	7,000	7,000	0.00%	0.00%
Landscape Maintenance	527	490	3,500	3,500	-	3,500	3,500	0.00%	0.00%
Flow Meter Maintenance	3,850	4,425	6,000	6,000	5,600	8,000	8,000	33.33%	0.00%
Electric	606,901	539,183	550,000	550,000	505,725	550,000	550,000	0.00%	0.00%
Natural Gas	22,173	19,062	25,000	25,000	23,754	27,000	27,000	8.00%	0.00%
Water/Sewer	64,695	60,341	75,000	75,000	43,734	75,000	75,000	0.00%	0.00%
Supplies and Tools	9,013	2,650	8,000	8,000	1,659	8,000	8,000	0.00%	0.00%
Fuel	-	-	10,000	10,000	-	10,000	10,000	0.00%	0.00%
Corrective Maintenance	9,207	1,040	100,000	100,000	5,773	75,000	100,000	0.00%	33.33%
<b>Lower Rouge Total</b>	<b>\$ 1,080,726</b>	<b>\$ 974,345</b>	<b>\$ 1,153,434</b>	<b>\$ 1,153,434</b>	<b>\$ 915,074</b>	<b>\$ 1,132,434</b>	<b>\$ 1,166,309</b>	<b>1.12%</b>	<b>2.99%</b>

Budget includes a 3.6% increase effective 1/1/2023

Suzanne:  
Switchgear cleaning for the NPS & SPS (rotate each year)

**MIDDLE ROUGE**

O&M Contractor	\$ 176,004	\$ 179,454	\$ 184,837	\$ 184,837	\$ 168,268	\$ 184,837	\$ 190,104	2.85%	2.85%
Parts	2,924	5,522	7,500	7,500	1,793	7,500	7,500	0.00%	0.00%
Communications	1,741	1,814	2,200	2,200	1,314	2,200	2,200	0.00%	0.00%
Instrumentation Service	2,910	2,910	4,000	4,000	2,910	4,000	4,000	0.00%	0.00%
Alarm Monitoring	3,303	2,619	2,000	2,000	1,968	2,000	2,000	0.00%	0.00%
Prev/Predictive Maintenance	881	198	8,000	8,000	3,118	8,000	8,000	0.00%	0.00%
Inspections/Permits/Licenses	2,023	2,512	4,000	4,000	1,035	3,000	4,000	0.00%	33.33%
Janitorial	4,875	4,911	5,058	5,058	4,605	5,058	5,203	2.85%	2.85%
General Maintenance	1,306	1,286	5,000	5,000	1,621	3,000	5,000	0.00%	66.67%
Lawn Maintenance	7,409	6,413	8,500	8,500	3,740	8,500	8,000	(5.88%)	(5.88%)
Snow Removal	5,623	6,679	7,000	7,000	6,758	7,000	7,000	0.00%	0.00%
Landscape Maintenance	774	665	4,000	4,000	-	4,000	4,000	0.00%	0.00%
Flow Meter Maintenance	19,725	20,700	20,000	20,000	16,425	20,000	26,000	30.00%	30.00%
Electric	150,668	187,514	175,000	175,000	130,528	175,000	175,000	0.00%	0.00%
Odor Control Chemicals	6,277	4,682	13,000	13,000	-	10,000	10,000	(23.08%)	0.00%
Natural Gas	7,973	8,367	18,000	18,000	9,906	18,000	18,000	0.00%	0.00%
Water/Sewer	6,896	3,711	15,000	15,000	5,085	15,000	15,000	0.00%	0.00%
Supplies and Tools	459	485	8,000	8,000	1,729	8,000	8,000	0.00%	0.00%
Corrective Maintenance	-	2,582	50,000	50,000	5,004	50,000	50,000	0.00%	0.00%
<b>Middle Rouge Total</b>	<b>\$ 401,770</b>	<b>\$ 443,026</b>	<b>\$ 541,096</b>	<b>\$ 541,096</b>	<b>\$ 365,806</b>	<b>\$ 535,095</b>	<b>\$ 549,007</b>	<b>1.46%</b>	<b>2.60%</b>

Trihedral maintenance \$2,910.

\$8000 for switchgear cleaning-every third year, rotating with NPS & SPS

WESTERN TOWNSHIPS UTILITIES AUTHORITY  
 PROPOSED ANNUAL BUDGET WORKSHEET  
 OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	Audited 2019/2020 Actual	Audited 2020/2021 Actual	Approved 2021/2022 Budget	Amended 2021/2022 Budget	Current YTD 7/18/2022	Projected 2021/2022	Recommended 2022/2023 Budget	% Variance Over/(Under) 2021/2022 Budget	% Variance Over/(Under) 2021/2022 Projected
<b>FORCE MAIN</b>									
O&M Contractor	\$ 58,668	\$ 59,818	\$ 61,612	\$ 61,612	\$ 56,089	\$ 61,612	\$ 63,368	2.85%	2.85%
Parts	22	-	6,000	6,000	304	6,000	6,000	0.00%	0.00%
Communications	609	549	1,000	1,000	419	1,000	1,000	0.00%	0.00%
Grounds Maintenance	-	-	500	500	-	500	500	0.00%	0.00%
Supplies and Tools	-	285	1,500	1,500	101	1,500	1,500	0.00%	0.00%
Corrective Maintenance	-	-	20,000	20,000	-	20,000	20,000	0.00%	0.00%
<b>Force Main Total</b>	<b>\$ 59,299</b>	<b>\$ 60,652</b>	<b>\$ 90,612</b>	<b>\$ 90,612</b>	<b>\$ 56,913</b>	<b>\$ 90,612</b>	<b>\$ 92,368</b>	<b>1.94%</b>	<b>1.94%</b>

	Audited 2019/2020 Actual	Audited 2020/2021 Actual	Approved 2021/2022 Budget	Amended 2021/2022 Budget	Current YTD 7/18/2022	Projected 2021/2022	Recommended 2022/2023 Budget	% Variance Over/(Under) 2021/2022 Budget	% Variance Over/(Under) 2021/2022 Projected
<b>COLLECTION SYSTEM</b>									
O&M Contractor	\$ 58,668	\$ 59,818	\$ 61,612	\$ 61,612	\$ 56,089	\$ 61,612	\$ 63,368	2.85%	2.85%
Infrastructure Maintenance	265,712	60,139	150,000	150,000	29,773	150,000	150,000	0.00%	0.00%
Parts	69	49	1,000	1,000	1,526	1,500	1,000	0.00%	(33.33%)
Communications	3,791	2,284	4,000	4,000	1,553	3,000	4,000	0.00%	33.33%
Instrumentation Service	-	-	1,000	1,000	-	1,000	1,000	0.00%	0.00%
Prev/Predictive Maintenance	3,319	-	2,000	2,000	1,403	2,000	2,000	0.00%	0.00%
Inspections	-	-	500	500	-	500	500	0.00%	0.00%
Building Maintenance	-	-	1,000	1,000	-	1,000	1,000	0.00%	0.00%
Grounds Maintenance	-	-	1,000	1,000	-	1,000	1,000	0.00%	0.00%
Flow Meter Maintenance	142,665	140,100	156,000	156,000	114,750	156,000	160,000	2.56%	2.56%
Miss Dig	5,009	5,151	4,500	4,500	5,111	5,200	5,200	15.56%	0.00%
Electric	9,673	10,225	12,000	12,000	8,046	12,000	12,000	0.00%	0.00%
Supplies and Tools	-	-	1,000	1,000	-	1,000	1,000	0.00%	0.00%
Fuel	-	-	2,000	2,000	-	2,000	2,000	0.00%	0.00%
Equip Purchases/Flow Meters	4,211	-	50,000	50,000	20,457	50,000	50,000	0.00%	0.00%
Corrective Maintenance	14,068	36,967	120,000	120,000	17,557	120,000	120,000	0.00%	0.00%
<b>Collection System Total</b>	<b>\$ 507,185</b>	<b>\$ 314,734</b>	<b>\$ 567,612</b>	<b>\$ 567,612</b>	<b>\$ 256,266</b>	<b>\$ 567,812</b>	<b>\$ 574,068</b>	<b>1.14%</b>	<b>1.10%</b>

Estimate of sewer cleaning: 150K

SCADA maintenance due to exiting Wayne County system

	Audited 2019/2020 Actual	Audited 2020/2021 Actual	Approved 2021/2022 Budget	Amended 2021/2022 Budget	Current YTD 7/18/2022	Projected 2021/2022	Recommended 2022/2023 Budget	% Variance Over/(Under) 2021/2022 Budget	% Variance Over/(Under) 2021/2022 Projected
<b>VEHICLE</b>									
Parts	\$ 182	\$ -	\$ 500	\$ 500	\$ -	\$ 500	\$ 500	0.00%	0.00%
Prev/Predictive Maintenance	-	53	1,000	1,000	-	1,000	1,000	0.00%	0.00%
Fuel	1,779	2,047	4,000	4,000	2,605	4,000	4,000	0.00%	0.00%
Corrective Maintenance	435	662	2,000	2,000	-	2,000	2,000	0.00%	0.00%
<b>Vehicle Totals</b>	<b>\$ 2,396</b>	<b>\$ 2,762</b>	<b>\$ 7,500</b>	<b>\$ 7,500</b>	<b>\$ 2,605</b>	<b>\$ 7,500</b>	<b>\$ 7,500</b>	<b>0.00%</b>	<b>0.00%</b>

	Audited 2019/2020 Actual	Audited 2020/2021 Actual	Approved 2021/2022 Budget	Amended 2021/2022 Budget	Current YTD 7/18/2022	Projected 2021/2022	Recommended 2022/2023 Budget	% Variance Over/(Under) 2021/2022 Budget	% Variance Over/(Under) 2021/2022 Projected
<b>SAW GRANT EXPENDITURES</b>									
<b>Saw Grant Expenditure</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>0.00%</b>
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>0.00%</b>



WESTERN TOWNSHIPS UTILITIES AUTHORITY  
 PROPOSED ANNUAL BUDGET WORKSHEET  
 OCTOBER 1, 2022 - SEPTEMBER 30, 2023

Audited 2019/2020 Actual	Audited 2020/2021 Actual	Approved 2021/2022 Budget	Amended 2021/2022 Budget	Current YTD 7/19/2022	Projected 2021/2022 Budget	Recommended 2022/2023 Budget	% Variance Over/(Under) 2021/2022 Budget	% Variance Over/(Under) Projected
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**ADMINISTRATIVE**

<b>Salaries &amp; Fringe Benefits</b>								
Director of Operations	\$ 110,959	\$ 113,207	\$ 119,170	\$ 89,283	\$ 116,170	\$ 119,207	0.03%	2.61%
Accountant	70,985	66,642	77,799	52,354	77,799	79,833	2.61%	2.61%
Administrative Assistant	57,574	59,088	60,800	46,929	60,800	62,390	2.62%	2.61%
Construction Management Observer	-	-	-	-	-	-	0.00%	0.00%
Overtime	-	-	-	-	-	-	0.00%	0.00%
Sick pay accrual	2,400	2,400	3,000	1,841	3,000	3,000	0.00%	0.00%
Temporary Services	-	-	3,000	-	3,000	3,000	0.00%	0.00%
FICA	18,341	18,304	19,800	14,448	19,800	20,000	1.01%	1.01%
Workers Comp Insurance	1,251	598	1,200	(81)	1,200	1,200	0.00%	0.00%
Health Insurance	44,022	45,333	49,000	37,100	49,000	49,000	0.00%	0.00%
Health Insurance Opt Out	-	-	-	-	-	-	0.00%	0.00%
Vision Plan	600	-	1,200	490	1,200	1,200	0.00%	0.00%
Dental Insurance	3,020	3,313	4,000	2,557	4,000	4,000	0.00%	0.00%
STD/LTD/Life Insurance	3,993	3,992	5,000	3,756	5,000	5,000	0.00%	0.00%
Education Expense	-	-	3,000	-	3,000	3,000	0.00%	0.00%
Pension Plan Expense	35,928	35,841	40,170	28,285	40,170	41,375	3.00%	3.00%
<b>Subtotal</b>	<b>349,073</b>	<b>348,719</b>	<b>387,139</b>	<b>276,964</b>	<b>384,139</b>	<b>392,205</b>	<b>1.31%</b>	<b>2.10%</b>
<b>Reimbursable Expenses</b>								
Training/Conference	243	607	2,000	310	2,000	2,000	0.00%	0.00%
Travel/Meal Reimbursement	-	45	500	-	500	500	0.00%	0.00%
Mileage Reimbursement	650	32	2,000	53	2,000	2,000	0.00%	0.00%
<b>Subtotal</b>	<b>893</b>	<b>683</b>	<b>4,500</b>	<b>363</b>	<b>4,500</b>	<b>4,500</b>	<b>0.00%</b>	<b>0.00%</b>
<b>Office Expenses</b>								
Supplies	1,479	1,619	3,000	1,315	3,000	3,000	0.00%	0.00%
Computer	50,903	44,752	43,500	59,775	62,000	52,000	19.54%	(16.13%)
Equipment/Furniture	280	2,131	5,000	-	5,000	5,000	0.00%	0.00%
Printing/Copying	1,177	702	2,000	419	2,000	2,000	0.00%	0.00%
Postage	344	-	1,000	348	1,000	1,000	0.00%	0.00%
Telephone	4,600	2,101	3,500	1,897	3,500	3,500	0.00%	0.00%
Newspapers/Publications	-	-	2,000	783	2,000	2,000	0.00%	0.00%
Outside Services	1,044	1,044	2,000	783	2,000	2,000	0.00%	0.00%
Memberships/Dues	1,588	2,076	1,800	1,169	2,000	2,000	11.11%	0.00%
Miscellaneous	624	28	750	613	750	750	0.00%	0.00%
<b>Subtotal</b>	<b>62,038</b>	<b>54,451</b>	<b>64,550</b>	<b>65,319</b>	<b>83,250</b>	<b>73,250</b>	<b>13.48%</b>	<b>(12.01%)</b>
<b>Outside Services</b>								
Legal-Consulting	14,867	5,839	50,000	4,544	25,000	44,000	(12.00%)	76.00%
Other Legal	-	-	10,000	-	10,000	10,000	0.00%	0.00%
Audit	16,880	17,375	17,895	17,895	17,895	19,495	8.94%	8.94%
Financial Consulting	950	550	10,000	3,210	10,000	10,000	0.00%	0.00%
Indirect Engineering Services	1,186	1,110	10,000	1,281	10,000	10,000	0.00%	0.00%
Bank & Bond Services	5,015	1,085	1,000	841	1,000	1,000	0.00%	0.00%
Insurance Services	45,194	45,072	50,000	34,290	50,000	50,000	0.00%	0.00%
<b>Subtotal</b>	<b>84,092</b>	<b>71,032</b>	<b>148,895</b>	<b>62,060</b>	<b>123,895</b>	<b>144,495</b>	<b>(2.96%)</b>	<b>16.63%</b>
<b>Administrative Total</b>	<b>\$ 496,096</b>	<b>\$ 474,885</b>	<b>\$ 605,084</b>	<b>\$ 404,706</b>	<b>\$ 595,784</b>	<b>\$ 614,450</b>	<b>1.55%</b>	<b>3.13%</b>

Budget includes a 3% increase for staff effective for the first pay of 2023. Directors includes increase approved by Board

Budget is assuming no opt-outs

**WESTERN TOWNSHIPS UTILITIES AUTHORITY  
 PROPOSED ANNUAL BUDGET WORKSHEET  
 OCTOBER 1, 2022 - SEPTEMBER 30, 2023**

**ADMINISTRATIVE  
 DETAIL OF COMPUTER EXPENSE**

<b><u>Contractors</u></b>	
Network Support	\$ 20,000
Email and website hosting	2,500
Internet services/static ip	3,000
<b><u>Support</u></b>	
Lucity (GBA) IMS Support	5,000
Fund Balance32 Support Package (Oct. 1 - Sept. 30)	600
ArcGIS Support	500
<b><u>Software</u></b>	
H2O Metrics	15,000
Virus protection/spam software	1,200
Microsoft office 365 annual fees	1,200
Miscellaneous software - new/upgrades	3,000
<b>Total</b>	<b>\$ 52,000</b>

**WESTERN TOWNSHIPS UTILITIES AUTHORITY  
PROPOSED ANNUAL BUDGET WORKSHEET  
OCTOBER 1, 2022 - SEPTEMBER 30, 2023**

**ANALYSIS OF DEBT SERVICE**

<b>Allocation to Townships of Debt Service Budget</b>				
	<b>Total</b>	<b>Canton Township</b>	<b>Northville Township</b>	<b>Plymouth Township</b>
Principal payment - 2012 Bond Issue	3,980,000	1,343,250	1,199,970	1,436,780
Interest expense - 2012 Bond Issue	99,500	33,581	29,999	35,920
Allocation of Debt Service Budget	<u>\$ 4,079,500</u>	<u>\$ 1,376,831</u>	<u>\$ 1,229,969</u>	<u>\$ 1,472,700</u>

<b>Allocation to Townships of Debt Service Payments - Cash Flow</b>						
		<b>Township Payment Dates to WTUA</b>	<b>Total Payment Due</b>	<b>Canton Township</b>	<b>Northville Township</b>	<b>Plymouth Township</b>
2012 Bond Issue (C 33.75%, N 30.15%, P 36.10%)		12/1/2022	4,079,500	1,376,831	1,229,969	1,472,700
			-	-	-	-
Allocation of Bond Debt Service Payments			<u>\$ 4,079,500</u>	<u>\$ 1,376,831</u>	<u>\$ 1,229,969</u>	<u>\$ 1,472,700</u>

Note: The difference between the budget and the payments is a result of the accrual method used for recognition of the interest expense for budgeting purposes in compliance with GASB 34.

# WTUA Asset Management & Capital Improvement Plan

## WTUA Needs and Costs Analysis - Summary

Shaded cells may be manipulated on this sheet to alter analysis.

Spreadsheet password is: **wtuasaw**

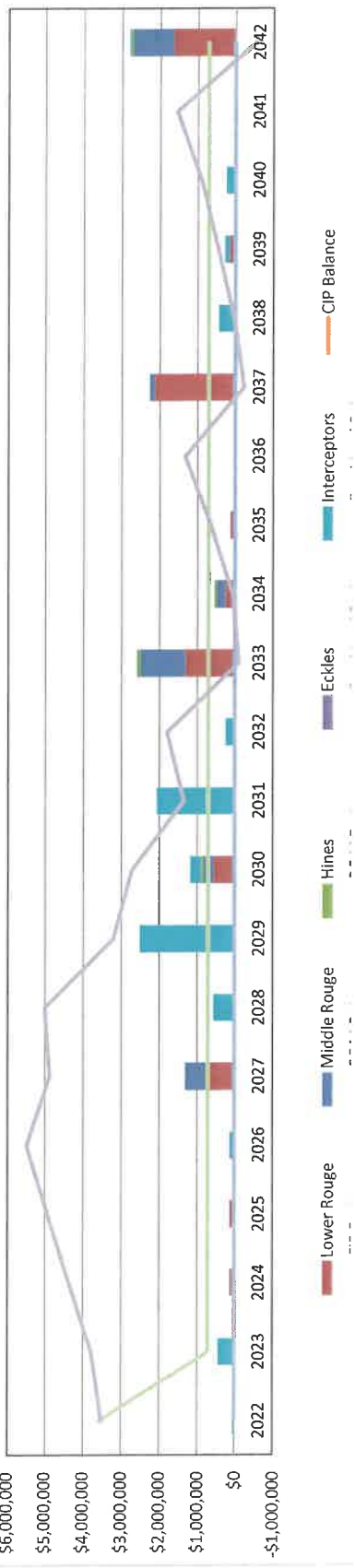
Analysis Tools	
Budget Category	Combined
Level of Service	Medium
Beginning Year of 20-yr Planning Period	2022

Interceptor Analysis Tools	
Condition Rating Type	Maximum of Either
Risk Threshold	200

Level of Service Criteria	If criticality is:	Level of Service is:
	less than (0 min.)	High
	in between these limits	Medium
	greater than (10 max.)	Low

Estimated 20-year Financial Outlay (present day dollars)	
Lower Rouge PS	\$7,169,000
Middle Rouge PS	\$3,600,000
Hines PS	\$314,125
Eckles PS	\$0
Interceptors	\$7,057,900
<b>Total</b>	<b>\$18,141,025</b>

### Capitalized Maintenance and Replacement Costs



## WTUA Asset Management & Capital Improvement Plan

### WTUA Needs and Costs Analysis - Funding Requirements

Shaded cells may be manipulated on this sheet to alter analysis.

<b>CIP</b>		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Year											
Estimated Budget		3,483,695	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000
Planned Expenditures		-	-	-	-	-	-	-	-	-	-
Running Total		-	-	-	-	-	-	-	-	-	-
<b>Allocation of CIP budget:</b>											
Canton		174,870	174,870	174,870	174,870	174,870	174,870	174,870	174,870	174,870	174,870
Northville		274,620	274,620	274,620	274,620	274,620	274,620	274,620	274,620	274,620	274,620
Plymouth		150,510	150,510	150,510	150,510	150,510	150,510	150,510	150,510	150,510	150,510
<b>O&amp;M ***Will be billed through Operations &amp; Maintenance budget. Allocations will vary and will be determined on a project basis</b>											
Year		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Estimated Budget		100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Planned Expenditures		-	-	-	-	-	-	-	-	-	-
Running Total		-	-	-	-	-	-	-	-	-	-
<b>Combined</b>											
Year		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Estimated Budget		3,583,695	700,000	700,000	700,000	700,000	700,000	700,000	700,000	700,000	700,000
Planned Expenditures		60,600	443,800	127,800	125,000	133,200	1,317,500	572,200	2,502,400	1,188,400	2,070,600
Running Total		3,523,095	3,779,295	4,351,495	4,926,495	5,493,295	4,875,795	5,003,595	3,201,195	2,712,795	1,342,195

5.A

<b>Board of Trustees Request for Action</b>				
<b>Meeting Date:</b>	August 18, 2022			
<b>Agenda Item:</b>	<b>Class C Liquor License Application Requirements</b>			
<b>Department:</b>	Clerk			
<b>Support &amp; Background Information:</b>	<p>The Michigan Liquor Control Commission (MLCC) exercises control of alcoholic beverage traffic in Michigan and through the Licensing Division is responsible to process license applications and issue licenses approved by the MLCC Commissioners,</p> <p>The MLCC has established a quota system based on the decennial census limiting the number of on-premises licenses for consumption on the premises to one (1) public license for each 1,500 of population in a jurisdiction, and the Township currently has two new (2) on-premises liquor licenses available through the quota provisions for use within the Township,</p> <p>Before an application for a new on-premises license can be filed with the MLCC, the MLCC requires the applicant to obtain a resolution of approval from the Township Board,</p> <p>The Township Board believes it is in the best interest of the Township that on- premises Class C liquor license application requirements be adopted commensurate with the Township’s expressed goal of promoting economic redevelopment, fostering commercial stability, creating vitality, and drawing commercial enterprises to the Township, particularly the new development areas including Park Place, Legacy Park, the Village of Northville and MITC.</p> <p>Currently, a Class C Liquor License in Detroit Metro area has a Market value of \$70,000 - \$100,000.</p>			
<b>Budget Impact:</b>	None			
<b>Suggested Motion:</b>	Motion to approve that the pre-application requirements as defined in the attached resolution shall be applied to any application for a new on-premises liquor license that is available through quota provisions for use in the Charter Township of Northville and that the application shall at a minimum include all documents as defined in Exhibit A – Required Documentation.			
<b>BOT Comments/Questions:</b>				
<b>Follow-up:</b>	<b>M/S</b>	<b>BOARD MEMBER</b>	<b>YES</b>	<b>NO</b>
		Abbo		
		Lundberg		
		Rhines		
		Frush		
		Herrmann		
		Jankowski		
		Roosen		

## CHARTER TOWNSHIP OF NORTHVILLE

### RESOLUTION TO ADOPT APPLICATION REQUIREMENTS FOR ON-PREMISES CLASS C QUOTA LIQUOR LICENSES

At a regular meeting of the Township Board for the Charter Township of Northville, Wayne County, Michigan, held on \_\_\_\_\_, 2022 at the Township Hall, 44450 Six Mile Road, Northville, Michigan, the following preamble, and resolution were offered:

**WHEREAS** the Michigan Liquor Control Commission (MLCC) exercises control of alcoholic beverage traffic in Michigan and through the Licensing Division is responsible to process license applications and issue licenses approved by the MLCC Commissioners,

**WHEREAS**, the MLCC has established a quota system based on the decennial census limiting the number of on-premises licenses for consumption on the premises to one (1) public license for each 1,500 of population in a jurisdiction, and the Township currently has two new (2) on-premises liquor licenses available through the quota provisions for use within the Township,

**WHEREAS** a new quota liquor license becoming available is infrequent since the Township will only acquire an additional on-premises license through quota provisions with a population increase of 1,500 as determined by the decennial census,

**WHEREAS** before an application for a new on-premises license can be filed with the MLCC, the MLCC requires the applicant to obtain a resolution of approval from the Township Board,

**WHEREAS** the Township departments including Police, Fire, Building, Planning and Clerk's Office will expend considerable resources and taxpayer dollars in the review, investigation, and recommendation of each application,

**WHEREAS** the Township Board must endeavor to cause the most benefit to the greater community from the use of its approval power,

**WHEREAS** the Township Board believes it is in the best interest of the Township that on-premises Class C liquor license application requirements be adopted commensurate with the Township's expressed goal of promoting economic redevelopment, fostering commercial stability, creating vitality, and drawing commercial enterprises to the Township, particularly the new development areas including Park Place, Legacy Park, the Village of Northville and MITC,

**WHEREAS** the Resolution is being proposed because the issuance of any on-premises license, including Hotel, Tavern and Class C and/or any other on-premises license by another name, will reduce the number of available on-premises quota licenses, and to clarify the intent of the Application Requirements to apply to all applications for approval of a new on-premises quota liquor license.

**THEREFORE, BE IT RESOLVED, upon a motion by Clerk Lundberg, and a second by Trustee \_\_\_\_\_** that the following pre-application requirements shall be applied to any application for a new on-premises liquor license that is available through quota provisions for use in the Charter Township of Northville and those interested shall demonstrate to the satisfaction of the Board that the proposed business will:

1. Be primarily engaged in dining, entertainment, or recreation, and shall be open to the public at least 10 hours a day, 6 days a week.
2. Have a seating capacity of at least 75 people and verification that 75% of usable floor space is devoted to dining
3. Have adequate funding for the proposed project to ensure economic and commercial stability and sustainability. A business plan shall be included.
4. Will promote the Township as a destination location and will create vitality in the Township including such considerations as: the size of operation, the demographics served, and the features of the business that will attract people and other businesses to the Township.
5. Will comply with all applicable Township regulations and ordinances.
6. Will have a reasonable timeline from commencing construction/renovation to completion of construction/renovation and the expected date the business will be open and in full operation.

Additionally, applicants will demonstrate that:

7. Taxes have been current for the previous three (3) years. If ever past due, provide a Hardship Exemption Letter for consideration
8. No Ordinance or Code Violations for the previous three (3) years

**BE IT FURTHER RESOLVED** applicants shall also attach all REQUIRED DOCUMENTATION as defined in Exhibit A to this Resolution. No applicant shall be considered to have acquired any vested interest in the issuance of a license by complying with the application requirements until approval of the issuance of the license is given by the Township Board.

**BE IT FURTHER RESOLVED** that no applicant for a license shall make any statement either orally or in writing to the Township Board which is false or fraudulent, and if a false or fraudulent statement is made, the applicant shall be deemed to have forfeited the right to such approval. The Township Board reserves the right to withdraw its approval or, if a license has already been issued, request the Michigan Liquor Control Commission to revoke such license or deny the renewal of any license already issued to the applicant. A material deviation from the proposed construction or renovation of the proposed dining, entertainment or recreation facilities made by the applicant without the prior approval of the Township Board shall be deemed a false or fraudulent statement hereunder.

**BE IT FURTHER RESOLVED**, that if an on-premises quota license is obtained, it may not be transferred for three (3) years after issuance unless the licensee clearly and convincingly shows



the MLCC that unusual hardship will result if the transfer is not approved or the business ceases to operate at the location.

**BE IT FURTHER RESOLVED**, that applicant agrees to pay a non-refundable Application Fee of **one-thousand-twelve hundred dollar (\$1200)** made payable to the **Charter Township of Northville** at the time the completed application is submitted.

**AYES:**

**NAYES:**

**ABSENT:**

**THIS RESOLUTION DECLARED ADOPTED:**

I, Roger Lundberg, Clerk of the Charter Township of Northville, County of Wayne, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Trustees at a Regular meeting held on March 17<sup>th</sup>, 2022.



## Charter Township of Northville Class C Liquor License Application

Name of Applicant \_\_\_\_\_

Name and Address of Applicant Business \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Cell Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Name of person submitting APPLICATION forms on behalf of Applicant (if not submitted directly by Applicant)

Name and Title \_\_\_\_\_

Residence Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Does an attorney represent Applicant?  Yes  No Attorney Phone \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Do you want your attorney contacted with regard to this Application?  Yes  No

Is there a designated representative of Applicant, other than attorney, authorized to be contacted regarding this Application?  Yes  No

Name and Title \_\_\_\_\_

Residence Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Include the non refundable Application Fee of \$1200 payable to Charter Township of Northville.  
Include a copy of all items on **Exhibit A, Class C Quota License - Required Documentation**.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Applicant (Sole Proprietor, General Partner, Officer of Corporation)

August 12, 2022



## EXHIBIT A

### Class C Quota Liquor License

#### REQUIRED DOCUMENTATION

The following documents **must** be attached to the application and **clearly marked as exhibits**.

1. Credit Report (Applicant)
2. If borrowing money for the liquor license transaction, copies of "Statement of Money Lender" forms from any lender.
3. Floor Plan of present restaurant or proposed restaurant or renovation plans, which include capacity.
4. Site Plan including photos or drawings of each of the sides of the structure; drawing and/or layout of facility. If there are any changes to be made in the existing building, explain all the changes, including design, color, landscaping, etc. Present prints of all changes.
5. Evidence of interest in the property (deed, lease, option to purchase or lease).
6. Provide two reference letters with a written statement pertaining to the applicant's character, experience and financial ability to meet the obligations and business undertakings for which the license is to be issued.
7. Provide a narrative explaining why you feel you should be granted this license and what attributes you will be bringing into the Township should this license be granted.
8. Copy of State of Michigan "Application for New Licenses, Permits, or Transfer of Ownership or Interest in License" as will be submitted to the Michigan Liquor Control Commission (MLCC) upon Township approval, if approval is given.

**EXHIBIT A**  
**Class C Quota Liquor License**

**REQUIRED DOCUMENTATION**

The following documents **must** be attached to the application and **clearly marked as exhibits**.

1. Credit Report (Applicant)
2. If borrowing money for the liquor license transaction, copies of "Statement of Money Lender" forms from any lender.
3. Floor Plan of present restaurant or proposed restaurant or renovation plans, which include capacity.
4. Site Plan including photos or drawings of each of the sides of the structure; drawing and/or layout of facility. If there are any changes to be made in the existing building, explain all the changes, including design, color, landscaping, etc. Present prints of all changes.
5. Evidence of interest in the property (deed, lease, option to purchase or lease).
6. Provide two reference letters with a written statement pertaining to the applicant's character, experience and financial ability to meet the obligations and business undertakings for which the license is to be issued.
7. Provide a narrative explaining why you feel you should be granted this license and what attributes you will be bringing into the Township should this license be granted.
8. Copy of State of Michigan "Application for New Licenses, Permits, or Transfer of Ownership or Interest in License" as will be submitted to the Michigan Liquor Control Commission (MLCC) upon Township approval, if approval is given.

5.B



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NORTHVILLE TOWNSHIP POLICE DEPARTMENT

INTEROFFICE MEMORANDUM

TODD L. MUTCHLER, DIRECTOR

---



TO: Chief Hilden  
FROM: D/Sgt. MacKenzie  
SUBJECT: The Hudson Café license  
DATE: 8/5/22

---

Chief,

The detective bureau was asked to conduct a background check on Thomas Teknos. Mr. Teknos recently submitted an application to Northville Township requesting a Class C liquor license for a new business, The Hudson Café.

Mr. Teknos was found to have three (3) contacts in CLEMIS. None of these contacts were of any concern.

A check of the Michigan sex offender registry had no record for Mr. Teknos. Additionally, there was no record of a criminal history found.

Mr. Teknos is clear LEIN/NCIC and currently has a valid driver's license.

Mr. Teknos submitted an Experian credit report with his application. A credit score of 811 was listed with no accounts in collections or bankruptcies on file.

I have found no disqualifiers or areas of concern regarding Mr. Teknos's background. An application process and approval will also be required through the Michigan Liquor Control Commission.

**Charter Township of Northville  
Class C Liquor License Application**

Name of Applicant THOMAS TEKNOS, member  
Name and Address of Applicant Business The Hudson Cafe NV, LLC, 17101 Haggerty Rd.  
City/State/Zip Code NORTHVILLE MI 48167  
Cell [REDACTED] E-mail hellasfoods@yahoo.com

Name of person submitting APPLICATION forms on behalf of Applicant (if not submitted directly by Applicant)

Name and Title \_\_\_\_\_  
Residence Address \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Does an attorney represent Applicant?  Yes  No Attorney Phone [REDACTED]  
Name David R. Draper (P43750) - The Draper Law Firm  
Address 18524 Mack Ave.  
City/State/Zip Code Grosse Pointe Farms, MI 48230  
Do you want your attorney contacted with regard to this Application?  Yes  No

Is there a designated representative of Applicant, other than attorney, authorized to be contacted regarding this Application?  Yes  No

Name and Title \_\_\_\_\_  
Residence Address \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Include a copy of your **Michigan Department of Licensing and Regulatory Affairs** On-Premises Retailer License & Permit Application and all attachments thereto.

Signed [Signature]  
Title Member of The Hudson Cafe NV LLC  
Date \_\_\_\_\_

Applicant (Sole Proprietor, General Partner, Officer of Corporation)



---

**David R. Draper**  
Attorney at Law

18524 Mack Avenue  
Grosse Pte. Farms, MI 48236  
313 885 6800 p  
313 885 6801 f  
david@thedraperfirm.com

[www.thedraperfirm.com](http://www.thedraperfirm.com)

# THE DRAPER LAW FIRM

Attorneys & Counselors at Law

David R. Draper

18524 Mack Avenue  
Grosse Pointe Farms, Michigan 48236  
(313) 885-6800 - Phone  
(313) 885-6801 - Fax

[david@thedraperfirm.com](mailto:david@thedraperfirm.com)

August 3, 2022

**VIA HAND DELIVERY, ONLY:**

Charter Township of Northville  
Board of Trustees  
Attn: Township Clerk  
44405 W. Six Mile Road  
Northville, MI 48168

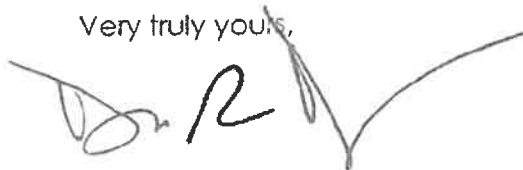
**Re: REQUEST FOR CLASS C ON-PREMISES LIQUOR LICENSE GRANTED  
TO THE HUDSON CAFÉ NV LLC  
17101 HAGGERTY ROAD, NORTHVILLE, MI 48167**

Dear Honorable Board Members:

On behalf of The Hudson Café NV LLC, we respectfully request that the Charter Township of Northville Board of Trustees approve that the Class C License be granted and/or reserved to and for The Hudson Café NV LLC, whose address is 17101 Haggerty Road, Northville, MI 48167. Furthermore, we ask that The Hudson Café NV LLC supersedes or has priority over any and all other applicant(s) currently on reserve for such license.

Please place this request on the next regularly scheduled Board of Trustees Meeting. Thank you in advance for your time and anticipated cooperation.

Very truly yours,

A handwritten signature in black ink, appearing to be 'D. R. Draper', written over a horizontal line.

David R. Draper

DRD/mm



# **THE HUDSON CAFELV LLC**

- 1. CREDIT REPORT**
- 2. N/A – STATEMENT OF MONEY LENDER**
- 3. FLOOR PLAN OF PRESENT RESTAURANT**
- 4. SITE PLAN INCLUDING PHOTOS OR DRAWINGS**
- 5. LEASE**
- 6. TWO REFERENCE LETTERS**
- 7. NARRATIVE EXPLAINING TO TOWNSHIP WHY LICENSE SHOULD BE GRANTED**
- 8. COPY OF THE MLCC APPLICATION**

**EXHIBIT A**  
**Class C Quota Liquor License**

**REQUIRED DOCUMENTATION**

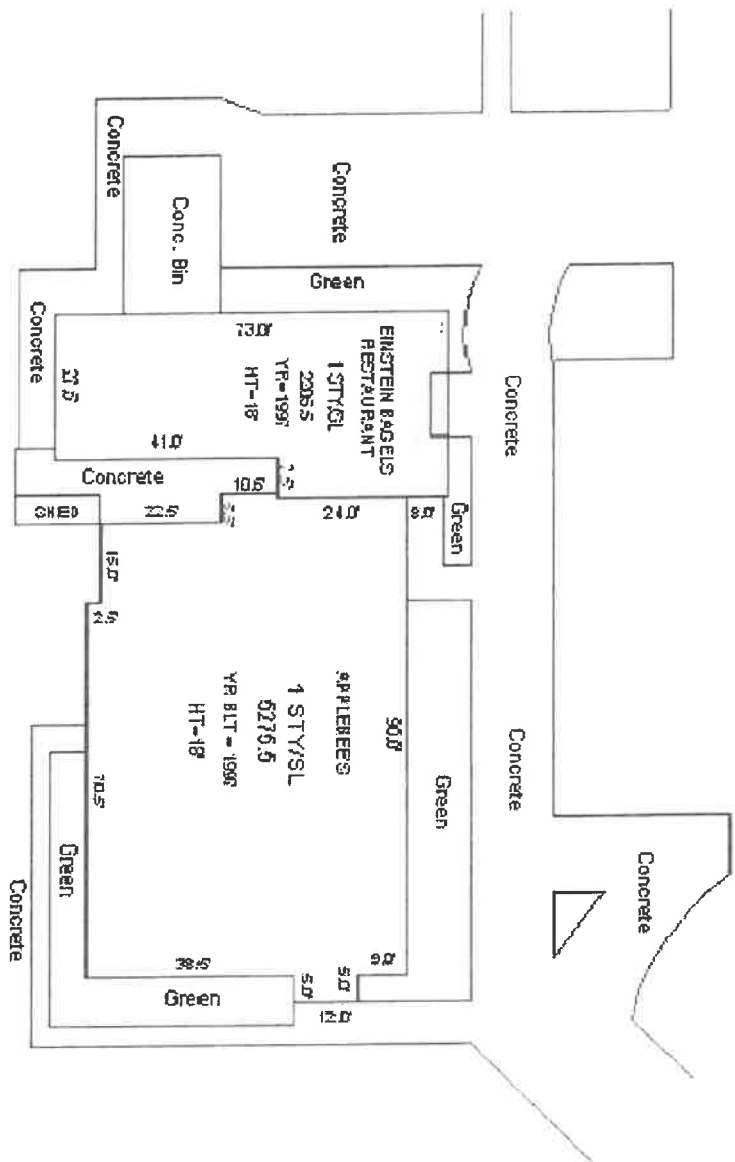
The following documents **must** be attached to the application and **clearly marked as exhibits**.

1. Credit Report (Applicant)
2. If borrowing money for the liquor license transaction, copies of "Statement of Money Lender" forms from any lender.
3. Floor Plan of present restaurant or proposed restaurant or renovation plans, which include capacity.
4. Site Plan including photos or drawings of each of the sides of the structure; drawing and/or layout of facility. If there are any changes to be made in the existing building, explain all the changes, including design, color, landscaping, etc. Present prints of all changes.
5. Evidence of interest in the property (deed, lease, option to purchase or lease).
6. Provide two reference letters with a written statement pertaining to the applicant's character, experience and financial ability to meet the obligations and business undertakings for which the license is to be issued.
7. Provide a narrative explaining why you feel you should be granted this license and what attributes you will be bringing into the Township should this license be granted.
8. Copy of State of Michigan "Application for New Licenses, Permits, or Transfer of Ownership or Interest in License" as will be submitted to the Michigan Liquor Control Commission (MLCC) upon Township approval, if approval is given.

TAB 3

4

CONCRETE = 4,463 SF



TAB 4

1  
4



CLIENT  
Tom Teknos

PROJECT  
THE HUDSON CAFE

PROJECT NO.

ISSUE  
JULY 01, 2012

DRAWN BY  
www.aloninterior.com

DESCRIPTION  
Renovation concept design for Tom Teknos  
THE HUDSON CAFE



DRAWN BY  
WWW.JOBKREATOR.COM

PROJECT  
THE HUDSON CAFE

ISSUE  
JULY 01, 2022

CLIENT  
Tom Fakhos

Olan Creative LLC  
1589 Shore Club Dr.  
Saint Clair Shores, MI 48080



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DRAWN BY  
www.dioninterior.com

PROJECT  
THE HUDSON CAFE

ISSUE  
JULY 01, 2022

CLIENT  
Tommy's Cafes

Dion Creative LLC  
1569 Shore Club Dr.  
Saint Clair Shores, MI 48080



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TAB 5

—  
5  
—

## **LEASE**

This Lease (the "Lease") made this 19<sup>th</sup> day of July, 2022 by and between **NORTHVILLE RETAIL CENTER JOINT VENTURE, L.L.C.**, a Michigan limited liability company, whose address is 28470 Thirteen Mile Road, Suite 220, Farmington Hills, Michigan 48334, hereinafter referred to as Landlord, and **THE HUDSON CAFE NV LLC**, a Michigan limited liability company, whose address is 1241 Woodward Avenue, Detroit, Michigan 48226, hereinafter referred to as Tenant.

### **WITNESSETH:**

#### **1. DEMISED PREMISES.**

(a) Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby lease unto Tenant premises situated at 17101 Haggerty Road, Northville, Michigan 48168 (the "Demised Premises"), together with the non-exclusive right to use the parking and common facilities which may from time to time be furnished by Landlord in common with Landlord and tenants and occupants (their agents, employees, customers and invitees) of the Shopping Center (the "Common Areas"), subject to matters of record. The Demised Premises are situated within Phase 1 of the Northville Village Center at the northwest corner of Haggerty Road and Six Mile Road in Northville Township, Michigan (the "Shopping Center"). The boundary of the Demised Premises is shown on the site plan attached hereto as Exhibit "A" (the "Site Plan"), with the Demised Premises consisting of approximately 5,276 square feet of Floor Area as shown on the Site Plan (which premises are hereinafter referred to as the "Demised Premises").

(b) Landlord reserves the right at any time, and from time to time, to construct other buildings and improvements in the Shopping Center, and to enlarge the buildings within the Shopping Center, and to build adjoining thereto, and to sell or lease any part of the land comprising the Shopping Center, as shown on the Site Plan, for the construction thereon of a building(s) which may or may not be part of the Shopping Center. The purpose of the Site Plan is to show the approximate location of the Demised Premises within the Shopping Center and Landlord reserves the right at any time to relocate and/or eliminate the various buildings, parking areas and other Common Areas shown on the Site Plan, provided that the location of the Demised Premises shall not be changed and further provided that Landlord shall not materially and adversely affect the accessibility to the entrance of the Leased Premises or the visibility of Tenant's signs or storefront from the adjacent common areas. It is further understood and agreed to by Tenant that Landlord shall have the right, at its sole option, to modify or otherwise reduce or eliminate the Common Areas and change the Site Plan in any manner it deems fit in order to accommodate new buildings and improvements without notice to, or obtaining the consent of, Tenant so long as such changes would not reasonably be expected to materially and adversely affect the accessibility to the entrance of the Leased Premises or the visibility of Tenant's signs or storefront from the adjacent common areas. In addition, Tenant acknowledges that the Site Plan creates no easement rights in the Common Areas shown thereon, but only the right to use said areas, in common

with all other tenants and occupants of the Shopping Center, as said areas may exist from time to time during their term hereof.

**2. TERM.**

(a) The term of this Lease shall commence on the date hereof and shall continue to January 31, 2038. The Rent Commencement Date shall be the date which is the earlier of the date Tenant opens for business in the Demised Premises or February 1, 2023.

(b) The word "Term" shall include all duly exercised Renewal Periods (as hereinafter defined) and/or extensions of this Lease agreed upon by Landlord and Tenant.

(c) Tenant shall have the right and option to extend the Term from the date upon which it would otherwise expire for three (3) separate renewal periods of five (5) years each (each a "Renewal Period" and collectively, "Renewal Periods") upon the same terms and conditions as are set forth herein except for any previously exercised Renewal Period, by notifying Landlord in writing not less than two hundred seventy (270) days prior to the expiration of the original Term or Renewal Period, as applicable. Notwithstanding the foregoing, (i) Tenant may not exercise or be entitled to extend the Term if it is in default under the terms of this Lease as of the date it exercises the renewal option or at the commencement of the Renewal Period, and (ii) this Section shall be null and void if Tenant assigns this Lease or sublets all or any portion of the Demised Premises.

**3. RENT.**

(a) Tenant agrees to pay to Landlord at its office at 28470 Thirteen Mile Road, Suite 220, Farmington Hills, Michigan 48334, or to such other person or at such other place as Landlord shall designate in writing, Base Rent for the Demised Premises as follows:

(1) During the first Lease Year (as hereinafter defined), Base Rent shall be paid at the rate of One Hundred Ninety-Five Thousand Two Hundred Twelve and No/100 Dollars (\$195,212.00) per year (\$37.00 per square foot annually), payable in equal monthly installments of Sixteen Thousand Two Hundred Sixty-Seven and 67100 Dollars (\$16,267.67) per month.

(2) During each Lease Year following the first Lease Year, including each Lease Year in the Renewal Periods if the applicable option is exercised, Base Rent shall be paid at the rate equal to the rate of Base Rent payable for immediately preceding Lease Year multiplied by the lesser of (A) one hundred four percent (104%), or (B) a fraction, the numerator of which is of which is the level of the CPI (as hereinafter defined) for the month of December immediately preceding the expiration of immediately preceding Lease Year and the denominator of which is the level of the CPI for the month of December immediately preceding the commencement of immediately preceding Lease Year; provided, however, in no event shall the rate of Base Rent payable for any Lease Year be less than the rate of Base Rent payable for the immediately preceding

Lease Year. If the Base Rent in any Lease Year shall be abated or reduced for any reason, then for purposes of the calculation in this clause (2) it shall be assumed that the Base Rent was not so abated or reduced.

(b) The term "CPI" as used herein shall be defined to mean the "Consumer Price Index for All Urban Consumers (1982-84 = 100), U.S. City Average, All Items," published by the United States Department of Labor, Bureau of Labor Statistics (CPI-U).

(c) The term "Lease Year" as used herein shall be defined to mean a period of twelve (12) consecutive calendar months; provided, however, the first Lease Year shall begin on the Rent Commencement Date and shall end on January 31, 2024. The second Lease shall commence on February 1, 2024 and each succeeding Lease Year shall commence on the anniversary date of the second Lease Year.

(d) Thirty (30) days prior to the Rent Commencement Date, Landlord's architect shall determine the Floor Area (as hereinafter defined) of the Demised Premises. If Tenant disputes such measurement, Tenant shall have the right to confirm such measurement by its architect. If Tenant's architect calculates a different square footage, and the parties cannot resolve any differences, then Landlord and Tenant shall select a third, neutral architect to measure the Demised Premises, whose costs will be shared equally by Landlord and Tenant, and such third architect's measurement shall govern and be binding on the parties. Base Rent, Improvement Allowance and other charges due hereunder shall be adjusted accordingly.

(e) Base Rent is to be paid monthly in advance on the first (1<sup>st</sup>) day of each month after the Rent Commencement Date, without demand, deduction or set off. Base Rent shall be prorated based on a per diem basis during the month in which the Rent Commencement Date occurs and shall be paid on the Rent Commencement Date. The term "Rent" shall mean all Base Rent and other charges or sums which may be due from Tenant pursuant to this Lease.

(f) Any payment of Rent not paid when due shall incur a late charge for reimbursement of Landlord's anticipated out-of-pocket expenses due to such failure of five percent (5%) of the amount of such payment; provided, however, Landlord shall waive said late charge two (2) times each calendar year if the late payment is received within five (5) days following the date when due. The provisions of this Section shall not be construed to extend the date for payment of any sums required to be paid by Tenant under this Lease or to relieve Tenant of its obligation to pay all such sums at the time or times herein stipulated, and neither the demand for, nor collection by, Landlord of late charges pursuant to this Section shall be construed as a cure of any default in payment by Tenant. It is agreed that said late charge is a fair and reasonable charge under the circumstances and shall not be construed as interest on a debt payment. Any amount due from Tenant to Landlord under this Lease which is not paid within five (5) days following the date when due (including, without limitation, amounts due as reimbursement to Landlord for cost incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at rate of twelve percent (12%) per annum ("Default Rate") from the date when due until the date paid. In the event any charge imposed hereunder or under any other Section of this Lease is either stated

to be or construed as interest, then no such interest charge shall be calculated at a rate that is higher than the maximum rate which is allowed under the usury laws of Michigan, which maximum rate of interest shall be substituted for the rate in excess thereof, if any, computed pursuant to this Lease.

(g) No payment by Tenant or receipt by Landlord of a lesser amount than the Rent due under this Lease shall be deemed to be other than on account of the earliest amount due Landlord from Tenant, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such amount due or pursue any other remedy.

(h) In the event any check received by Landlord for payment of any amounts payable by Tenant is returned by Tenant's bank, Tenant shall pay as additional rent a service charge of Twenty-five Dollars (\$25.00) for each such check upon receipt of an invoice therefor.

#### **4. USE, OCCUPANCY AND EXCLUSIVE.**

(a) Subject to the terms of the Master Deed (as hereinafter defined) and the Prohibited Uses set forth on Exhibit "B" attached hereto, the Demised Premises shall only be used and occupied as a full-service breakfast and lunch restaurant including alcohol sales and for no other purpose ("Permitted Use"). Tenant at all times shall fully and promptly comply with all laws, ordinances, orders, and regulations of any lawful authority having jurisdiction over the Demised Premises, including but not limited to such as shall relate to the cleanliness, safety, occupation, and the use of the Demised Premises and the nature, character, and manner of operation of the business conducted in or at the Demised Premises, and Tenant shall obtain and maintain all permits, licenses and approvals required for such operation. Tenant covenants and agrees that it will keep the Demised Premises open for business during breakfast and lunch hours seven (7) days a week, except on Easter Sunday, Memorial Day, Independence Day, Labor Day, and Christmas or as otherwise expressly permitted by Landlord. In no event shall Tenant keep the Demised Premises open for business any day during the hours from 11:00 p.m. to 6:00 a.m. Tenant covenants and agrees that it will not permit, allow or cause any public or private auction sales to be conducted in or at the Demised Premises or the adoption or use of any sales promotion devices or practices that shall reasonably tend to mislead and deceive the public or which directly or indirectly would reasonably tend to detract from or impair the reputation or dignity of said business, the Demised Premises, the Shopping Center, or the general reputation or dignity of the business of others conducted in the Shopping Center including, but not limited to, bankruptcy sale, lost our lease or going out of business sales, without the prior written consent of Landlord. Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures. Tenant agrees that all receiving and delivery of goods and merchandise and all removal of merchandise, supplies and equipment shall be made only by way of or in the areas provided therefor by Landlord. No antenna or other object shall be erected on the roof or exterior walls of the building in which the Demised Premises are located. Tenant shall conduct its business at all times in a first class and reputable manner, using commercially reasonable efforts to maintain a full staff of employees with a full and

complete stock of merchandise. In the event the Demised Premises shall be closed for business for a period of ninety (90) consecutive days or more, then in addition to all other remedies available to Landlord at law or in equity, at any time or times thereafter Landlord may terminate this Lease by giving Tenant written notice thereof and this Lease shall terminate on the thirtieth (30<sup>th</sup>) day after the giving of such written notice by Landlord, whereupon neither Landlord nor Tenant shall have any further liability hereunder (other than any liabilities accruing prior to such termination date, which liabilities shall survive the termination date).

(b) Tenant shall not do or permit to be done in or about the Demised Premises, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated, or adversely affect or interfere with any services required to be furnished by Landlord to Tenant, or to any other tenants or occupants of the Shopping Center, or with the proper and economical rendition of any such service. Tenant shall not do or permit anything to be done in or about the Demised Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Shopping Center, or injure them, or use or allow the Demised Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or knowingly permit any nuisance in, on or about the Demised Premises or commit or suffer to be committed any waste in, on or about the Demised Premises. Tenant shall not do or permit to be done in or about the Demised Premises, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by the standard form of fire insurance policy, or which will in any way, materially increase the existing rate of or adversely affect any fire or other insurance upon the Shopping Center or any of its contents, or cause a cancellation of any insurance policy covering the Shopping Center or any part thereof or any of its contents; provided, however, if anything done, omitted to be done or suffered to be done by Tenant, or kept or suffered by Tenant to be kept in, upon or about the Demised Premises shall cause the rate of fire or other insurance on the Shopping Center in companies reasonably acceptable to Landlord to be increased beyond the minimum rate from time to time applicable to the Shopping Center, then (i) Tenant shall pay the amount of any such increases, and (ii) if Tenant should so request, Landlord shall deliver to Tenant a certified statement from Landlord's insurance carrier or lender stating that the rate increase or requirement of additional insurance was caused primarily by an activity of Tenant on the Demised Premises.

(c) The plumbing facilities shall not be used for any purpose other than that for which they are constructed, including without limitation, normal food service operations and normal public use. The expense of any breakage, stoppage or damage to the plumbing system exclusively serving the Demised Premises, up to the point of the system's joinder with the common sewer line, due to Tenant's use or resulting from anything introduced into the system from the Demised Premises which results in blocking the said facilities, shall be paid by Tenant.

(d) Tenant, Tenant's sub-tenant, license and/or concessionaire, and the employees, agents or invitees thereof, shall not deface any exterior walls, ceilings, party walls, partitions or floors.

(e) Tenant shall not place a load upon any floor of the Demised Premises which exceeds the maximum floor load per square foot area which such floor was designed to carry. Tenant shall not use or permit the use of any medium such as loudspeakers, sound amplifiers, phonographs, radios, or any other sound-producing device that carries sound outside the Demised Premises.

(f) Tenant is currently licensed by the Michigan Liquor Control Commission (MLCC) and shall obtain a Class C Liquor License at its sole cost and expense. Tenant shall hold the Liquor License in its name.

(g) From and after the date of this Lease, at any time Tenant is not in default under the terms hereof, Landlord will not execute a lease for any portion of the Shopping Center owned by Landlord (other than an extension or renewal of a then existing lease) which grants a tenant the right to operate a sit-down restaurant with a breakfast-themed menu as its primary use ("Tenant's Exclusive"). A tenant shall be deemed to be operating a breakfast-themed menu as its primary use if more than ten percent (10%) of such tenant's gross sales is derived from the sale of breakfast-themed menu items. This provision shall not be applicable to existing tenants of the Shopping Center (or their respective successors, assigns or subtenants) to the extent their leases permit use of their respective premises for the Tenant's Exclusive; provided, however, Landlord shall not amend any such lease to permit such tenant to use its premises for the Tenant's Exclusive, and if such tenant must obtain Landlord's consent to use its premises for the Tenant's Exclusive and Landlord has the right to withhold its consent without incurring liability, then Landlord will not grant Landlord's consent without Tenant's consent. Tenant's Exclusive shall terminate anytime Tenant ceases to operate the leased premises for Tenant's Exclusive for a period in excess of one year except if the Tenant is not able to operate due to destruction of the leased premises or eminent domain. In the event a violation of the Tenant's Exclusive continues for thirty (30) days after Tenant has given notice of same and Tenant's gross sales have decreased by more than fifteen percent (15%) from the amount of Tenant's gross sales from the same period in the immediately preceding year, then so long as the violation of the Tenant's Exclusive continues, Tenant shall have the right as liquidated damages for such violation of the Tenant's Exclusive, to pay in lieu of the Rent otherwise payable hereunder, fifty percent (50%) of the Rent herein provided ("Alternate Rent"). Tenant shall continue to pay Additional Rent during the period of time that Tenant is paying Alternate Rent. If such violation of the Tenant's Exclusive continues for twelve (12) months after Tenant has given notice of same, then Tenant shall have the right to terminate this Lease upon thirty (30) days' advance written notice to Landlord given within thirty (30) days following the expiration of said twelve (12) month period. If Tenant fails to terminate this Lease within said thirty (30) day period, then Tenant shall be deemed to have waived its right to terminate this Lease and shall resume the payment of full Rent. Notwithstanding the foregoing, should another tenant of the Shopping Center engage in the Tenant's Exclusive in violation of its lease (i.e., a rogue tenant), then Tenant shall not have the right to pay the Alternate Rent in lieu of the Rent or the right to terminate this Lease as a result of acts of the rogue tenant unless Tenant provides Landlord with written notice of default and Landlord shall fail to use commercially reasonable efforts to actively and diligently enforce the Tenant's rights hereunder with respect to the Tenant's Exclusive,

including the commencement of appropriate legal proceedings to enjoin and prohibit such violation should other efforts to cause the violation to stop prove unsuccessful.

**5. CARE OF DEMISED PREMISES.**

(a) Tenant shall not permit, allow or cause any act or deed to be performed or any practice to be adopted or followed in or about the Demised Premises which shall cause or be likely to cause injury or damage to any person or to the Demised Premises or to the building or to the sidewalks and pavements adjoining the Demised Premises. Tenant shall not place or permit any obstruction or merchandise in such areas. Tenant shall not permit, allow, or cause, any noxious, disturbing, or offensive odors, fumes, or gases or any smoke, dust, steam, or any vapors, or any loud or disturbing noise, sound, or vibration to originate in or to be emitted from the Demised Premises. Tenant shall keep the Demised Premises clear and free from rodents, bugs, and vermin, and at the request of Landlord, participate and cooperate in carrying out any program of extermination that Landlord may reasonably direct and Tenant shall bear the cost thereof, or if conducted in cooperation with other tenants, then Tenant shall bear its pro rata cost on the basis of floor areas involved. Tenant shall maintain the show windows in a clean, neat and orderly condition and the glass thereof clean. Tenant agrees to furnish a trash container in the interior of the Demised Premises in which Tenant will place its trash, rubbish, garbage and sidewalk sweepings. Tenant agrees not to burn any trash, rubbish, garbage or sidewalk sweepings in or about the Shopping Center. Tenant shall provide for the prompt and regular removal of its rubbish, trash, garbage and sidewalk sweepings for disposal outside the areas of the Shopping Center. Tenant agrees to permit no waste of the Demised Premises, but on the contrary, to take good care of same, and, upon termination of this Lease, to surrender possession of same without notice in good condition, ordinary wear and tear and damage by casualty excepted. Except as otherwise expressly provided in this Lease, Tenant shall not display or sell merchandise in any areas outside the interior of its store, including sidewalks or any Common Areas.

(b) Tenant will be responsible for excess noise created by its business, odors and all refuse and debris which may cause additional janitorial service around the Demised Premises. Tenant shall remedy any and all such disturbances solely at its cost upon written or verbal notice by Landlord that such a disturbance exists.

**6. ASSIGNMENT AND SUBLETTING.**

(a) Tenant shall not assign or transfer this Lease or hypothecate or mortgage this Lease or sublet the Demised Premises or any part thereof or permit the use of the Demised Premises or any part thereof by anyone other than Tenant without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. In the event of any such assignment, transfer, hypothecation, mortgage or sublease, regardless if Landlord has consented or not, Tenant shall remain fully liable to perform all of the obligations under this Lease. Consent by Landlord to any assignment or transfer of interest under this Lease or subletting of the Demised Premises or any part thereof shall be limited to the instance stated in such written consent and shall not constitute a release, waiver or consent to any other assignment, transfer of interest or subletting.



(b) If at any time or from time to time during the term of this Lease, Tenant desires to sublet all or any part of the Demised Premises or to assign this Lease, Tenant shall give notice to Landlord setting forth the proposed subtenant or assignee, the terms of the proposed subletting and the space so proposed to be sublet or the terms of the proposed assignment, as the case may be. Landlord shall have the option exercisable by notice given to Tenant within thirty (30) days after Tenant's notice is given, (a) if Tenant's request relates to a subletting, either to sublet from Tenant such space at the rental and other terms set forth in Tenant's notice, or to terminate this Lease, or (b) if Tenant's request relates to an assignment, either to have this Lease assigned to Landlord upon the terms set forth in Tenant's notice, or to terminate this Lease. If Landlord does not exercise such termination option but has consented to the proposed assignment or sublease, Tenant shall be free for a period of one hundred eighty (180) days thereafter to sublet such space or to assign this Lease to such third party on the terms described in the notice given by Tenant to Landlord; provided that the sublease or assignment shall be on the same terms set forth in the notice given to Landlord.

## 7. UTILITIES.

From and after the date Landlord delivers possession of the Demised Premises to Tenant, Tenant shall procure for its own account and shall pay when due the cost of all water, sewer, gas, electrical power, telephone, heat and fuel consumed in or at the Demised Premises. Tenant shall also pay required "demand charges" for water supplied to any sprinkling system in the Demised Premises. Landlord, as part of Landlord's Work (as hereinafter defined), shall provide separate meters for such utilities, and separately metered as of the Rent Commencement Date at Landlord's sole cost and expense. Tenant shall be responsible for and pay all sewer and water connection, hook-up or tap fees. Notwithstanding the foregoing, if a utility does not allow or provide for separate metering or sub-merging, Tenant will pay its share of the consumption charges based upon the ratio of the square footage of the Floor Area of the Demised Premises to the square footage of the Floor Area of all buildings covered by the utility bill. So long as Landlord shall furnish all electricity and/or gas required for the conduct of Tenant's business, Tenant agrees to purchase such electricity and/or gas from Landlord and to pay for same on the following basis: (i) Landlord will determine, by meter(s) installed at Landlord's expense or by such other means as determined solely by Landlord, Tenant's consumption of electricity and/or gas, and (ii) Landlord will render monthly statements of charges to Tenant for Tenant's consumption of electricity and/or gas for the previous month. Charges for electricity and/or gas shall be at the same rates, terms and conditions as rates, terms and conditions for comparable service from Detroit Edison or Consumers Power Company (or other applicable local utility company) as filed from time to time with the Public Service Commissions of Michigan, if applicable. Tenant agrees to pay such charges as Rent within twenty-one (21) days of the date of such statement. Any furnishing by Landlord of light, heat, air-conditioning or power shall be conditioned upon the availability of adequate energy sources. Landlord at any time, at its option and upon not less than one hundred eighty (180) days prior written notice to Tenant, may discontinue the furnishing of electricity and/or gas to the Demised Premises, and in such case, Tenant shall contract for the supply of such electricity and/or gas with the public utility company supplying electricity and/or gas, as applicable, to the Shopping Center, and Landlord shall permit its equipment, to the extent available (other than high-voltage transformers and

meters), suitable and safely capable therefor, to be used for the purpose of supplying such electricity and/or gas.

**8. SIGNS.**

Tenant shall not erect or install any signs on the exterior of the Demised Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Any signs erected by Tenant shall be erected and maintained in accordance with all applicable governmental regulations and ordinances and in a first class condition. Subject to the foregoing provisions of this Section 8, Tenant shall be allowed to install the maximum allowable signage permitted by applicable municipal authorities and by the Master Deed. Tenant agrees to make changes in its signs when and if requested by Landlord. Tenant shall not tape any sign of any nature whatsoever to any windows of the Demised Premises without prior written consent of Landlord.

**9. MAINTENANCE AND REPAIR.**

(a) Subject to reimbursement pursuant to Section 10 of this Lease, Landlord agrees to keep and maintain the outer walls and roof of the building in which the Demised Premises is situated in good repair during the term of the Lease, but Landlord shall not be responsible for damages caused by roof leaks, back-ups of sewers, flood damage or water damage from adjoining tenants (except to the extent caused by Landlord's gross negligence or intentional misconduct) or repairs occasioned by the act or negligence of Tenant, its agents, employees, licensees or contractors, except to the extent that Landlord is reimbursed therefor under any policy of insurance, nor shall Landlord be responsible for the care or maintenance of any loading docks, loading ramps, front doors, rear doors, glass and windows, or rear steps. Landlord shall also be responsible for latent defects in the Demised Premises of which it is notified in writing within one (1) year after the delivery of the Demised Premises by Landlord to Tenant. Landlord shall not be required to make any other improvements or repairs of any kind to the Demised Premises, except as may be required under this Section or Sections 14 and 16 hereof. Notwithstanding anything herein to the contrary, the parties agree that prior to the Rent Commencement Date, Tenant may purchase and install a new HVAC (as hereinafter defined) for the Demised Premises to replace the Demised Premises' existing HVAC, and that Landlord shall then reimburse Tenant an amount equal to the lesser of (i) fifty percent (50%) of the costs incurred by Tenant for the removal of the existing HVAC and the purchase and installation of the new HVAC replacement (such costs to be inclusive of both labor and materials), or (ii) Two Thousand and No/100 Dollars (\$2,000.00) per ton of HVAC, which reimbursement shall be paid by Landlord to Tenant within thirty (30) days after the later of (x) the date of installation of the replacement HVAC, and (y) Tenant presentment of a receipt to Landlord, evidencing the costs incurred by Tenant in connection with such replacement, accompanied by final lien waiver(s) from the contractor and supplier installing and providing the new HVAC, and (z) the date on which Tenant opens for business from the Demised Premises.

(b) Except as provided in Section 9(a) above, Tenant, at its sole cost and expense, shall keep, maintain, repair and replace the interior and exterior of the Demised Premises,

including, without limitation, window glass, plate glass and doors and the HVAC in first class appearance, in a condition at least equal to that which existed when Tenant initially opened the Demised Premises for business, and in good order, condition and repair as reasonably determined by Landlord (including replacement of parts and equipment, if necessary). In addition and not in limitation of the foregoing, Tenant shall, at its expense, perform or cause to be performed all normal maintenance (in strict accordance with manufacturers' specifications) repair and replacement of the heating, ventilating, and air conditioning system serving the Demised Premises (the "HVAC"), which servicing of the HVAC shall be accomplished in accordance with the terms of a customary air conditioning service contract as performed by reputable service companies in the area of the Demised Premises. Landlord shall assign any HVAC warranty for the Demised Premises to Tenant. In addition and not limitation of the foregoing, Tenant shall also make such repairs and replacements to the Demised Premises and the Shopping Center due to the negligence of Tenant and its agents, invitees and representatives. All such maintenance, repair, and replacement shall be performed in a first-class manner and using new materials. Tenant shall notify Landlord before undertaking any substantial repairs reasonably estimated to exceed \$10,000.00. Tenant shall keep and maintain the Demised Premises in a clean, sanitary, and safe condition, in accordance with the laws of Michigan and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of the governmental agencies having jurisdiction there over, and Tenant shall comply with all requirements of law, ordinances and otherwise, affecting the Demised Premises, all at the sole cost and expense of Tenant. Notwithstanding anything contained herein to the contrary, at the time of the expiration or earlier termination of the tenancy created herein, Tenant shall surrender the Demised Premises in good order, condition and repair, ordinary wear and tear and damage by casualty excepted. In the event Tenant fails to keep the Demised Premises in good condition and repair and in a neat and clean condition, Landlord may, but shall not be required to do so, without notice, take all appropriate action to cure such failure and Tenant shall reimburse Landlord as Rent for all costs reasonably incurred by Landlord relating thereto within ten (10) days after receipt of an invoice therefor.

(c) Notwithstanding anything contained in this Lease to the contrary, Tenant shall not be deemed to be Landlord's agent with respect to any alterations, additions or improvements made by or on behalf of Tenant to the Demised Premises and the Shopping Center. Further, nothing contained in this Lease shall enable Tenant to subject either the Demised Premises or any portion of the Shopping Center to construction liens as a result of any alterations, additions or improvements made by or on behalf of Tenant to the Demised Premises and/or the Shopping Center.

#### **10. COMMON AREAS.**

(a) Landlord shall, during the term of this Lease, operate, manage and maintain (or cause to be operated, managed and maintained) in good operating condition and repair, clean and free from rubbish, debris, dirt, snow and ice and in a sanitary condition, all of the Common Areas provided from time to time by Landlord. The manner in which the Common Areas shall be maintained and operated and the expenditures therefor shall be at the sole discretion of Landlord.

(b) Beginning from and continuing after the Rent Commencement Date for the Term of this Lease, Tenant agrees to pay to Landlord, as Rent hereunder in the manner hereinafter provided, but not more than once each calendar month, Tenant's Pro Rata Share of all costs and expenses of every kind and nature paid or incurred by Landlord in operating, equipping, policing and protecting, lighting, heating, insuring, repairing, replacing and maintaining the Common Areas and the driveway immediately to the south and west of the Shopping Center which, at any time, comprise the Shopping Center. Such costs and expenses shall include, but not be limited to, illumination and maintenance of Shopping Center signs; cleaning; lighting; snow removal; line painting and landscaping; premiums for liability and property insurance; personal property taxes; supplies; the reasonable depreciation of maintenance equipment used in the operation and maintenance of the Common Areas; total compensation and benefits (including premiums for workers' compensation and other insurance) paid to or on behalf of employees involved in the performance of the work specified in this Section; and an amount equal to ten percent (10%) of the total of all of the foregoing costs and expenses to cover Landlord's administrative costs. In addition to the foregoing, Tenant shall pay its Pro Rata Share of the expenses to be paid by Landlord under the Master Deed.

(c) Tenant's Pro Rata Share of such costs and expenses for each calendar year and partial calendar year shall be paid in monthly installments on the first (1st) day of each calendar month from and after the Rent Commencement Date, in advance, in an amount reasonably estimated by Landlord or Landlord may, at its sole option, bill such costs and expenses in arrears, from time to time. Subsequent to the end of each calendar year (or fiscal year, at Landlord's option) Landlord shall furnish Tenant with a statement of the actual amount of Tenant's Pro Rata Share of such costs and expenses for such period. If the total amount paid by Tenant under this Section for any calendar year shall be less than the actual amount due from Tenant for such year as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within thirty (30) days after the furnishing of each such statement, and if the total amount paid by Tenant hereunder for any calendar year shall exceed such amount due from Tenant for such calendar year, such excess shall be credited against the next installment due from Tenant to Landlord under this Section or refunded to Tenant if at, or subsequent to, the end of the Lease Term.

(d) For the twelve (12) month period following the Rent Commencement Date, such costs and expenses are estimated to be \$2.15 per square foot; such figure is an estimate only and is not a representation or warranty of the actual amounts that will be incurred.

## **11. REAL ESTATE TAXES.**

(a) Beginning from and continuing after the Rent Commencement Date for the Term of this Lease, Tenant shall pay in monthly installments on the first (1<sup>st</sup>) day of each calendar month from and after the Rent Commencement Date, in advance, in an amount reasonably estimated by Landlord, Tenant's Pro Rata Share of all real estate taxes and assessments, both general and special imposed by federal, state or local governmental authority, or any other taxing authority having jurisdiction over the Shopping Center, levied or assessed against the land, buildings and all other improvements within Unit 1 of Northville Village Center

Condominium, the condominium unit within which the Demised Premises is located ("Tax Parcel"), together with any and all expenses incurred by Landlord in negotiating, appealing or contesting such taxes and assessments ("Tax" or "Taxes"). In addition, Taxes shall include any tax and/or assessment of any kind or nature presently or hereafter imposed by the State of Michigan or any political subdivision thereof or any governmental authority having jurisdiction there over upon, against or with respect to the Rents payable by tenants in the Tax Parcel to Landlord or on the income of Landlord derived from the Tax Parcel or with respect to Landlord's, or the individuals' or entities' which form Landlord herein, ownership of the land and buildings presently and/or at any time during the term of this Lease comprising the Tax Parcel, either by way of substitution for all or any part of the taxes and assessments levied or assessed against such land and such buildings or in addition thereto, and any tax or assessment, charge or imposition, which in whole or in part is a specific substitute for the Taxes, whether such tax, assessment, charge or imposition is based upon real estate, gross receipts from real estate, Rent income, or any other source of determination or measurement. The obligation imposed upon Tenant by the preceding sentence shall not obligate Tenant to pay Landlord's income tax or any portion thereof. In addition, should any government authority having jurisdiction there over impose a tax or surcharge of any kind or nature upon, against or with respect to the parking areas or the number of parking spaces in the Tax Parcel, such tax or surcharge shall likewise be included as a Tax. Taxes shall include the face amount of real estate taxes without regard to discounts earned by Landlord due to early payment of real estate taxes, and further shall not include any additional charges or penalties incurred by Landlord due to late payment of Taxes.

(b) If the total amount of the Taxes paid by Tenant for any calendar year during the Term of this Lease shall be less than the actual amount due from Tenant for such year, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within thirty (30) days after request therefor by Landlord; if the total amount of such installments paid by Tenant hereunder with respect to any calendar year shall exceed the actual amount due from Tenant for such calendar year, such excess shall be credited against the next installment of Taxes due from Tenant to Landlord hereunder, or refunded to Tenant if at, or subsequent to, the end of the Lease Term.

(c) For the calendar years in which the Rent Commencement Date occurs and in which this Lease terminates, the provisions of this Section 11 shall apply and Tenant's liability for its Pro Rata Share of Taxes for such years shall be prorated on a due date basis over a 365 day year based on the number of days of said calendar years during which the term of this Lease is in effect.

(d) Tenant's Pro Rata Share of Taxes for the twelve (12) month period following the Rent Commencement Date is estimated to be \$5.43 per square foot; such figures is an estimate only and is not a representation or warranty of the actual amount that will be incurred.

**12. ALTERATIONS.**

Tenant shall not make any alterations, additions or improvements to the Demised Premises (whether or not the same may be structural in nature) without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed for interior, non-structural repairs but may be granted or withheld by Landlord in its sole and absolute discretion for alterations to the exterior of the Demised Premises or the structural components of the Demised Premises. All alterations, additions or improvements made by either party hereto to the Demised Premises, except movable furniture and equipment installed at Tenant's expense, shall be the property of Landlord and remain upon and be surrendered with the Demised Premises at the expiration of the term hereof; provided, however, Landlord may require Tenant to remove any additions made by Tenant to the Demised Premises and to repair any damage caused by such removal, and provided further, that if Tenant has not removed its property and equipment within ten (10) days after the expiration or termination of this Lease, Landlord may elect to retain or dispose of the same as abandoned property. Tenant shall only use contractors approved by Landlord for the alterations permitted in accordance with this Section 12 (which approval shall not be unreasonably withheld or delayed) and for the completion of Tenant's Work (as hereinafter defined) to the Demised Premises and shall not permit any mechanics liens to be placed or remain upon the Demised Premises.

**13. INDEMNIFICATION AND INSURANCE.**

(a) Landlord shall not be liable for any damage of any kind or for any damage to property, death, or injury to persons from any cause whatsoever (except for Landlord's gross negligence or willful misconduct) by reason of the use and occupancy of the Demised Premises by Tenant, and Tenant shall keep in full force and effect during the Term hereof, a policy of comprehensive general liability and property damage insurance, naming Landlord and its mortgagees as additional insureds and protecting Tenant from all causes, including its own negligence, with public liability limits of not less than Two Million and No/100 Dollars (\$2,000,000.00) as to any one occurrence for bodily injury and Two Million and No/100 Dollars (\$2,000,000.00) for property damage and product liability coverage, including, without limitation, if liquor or food is sold upon the leased premises, liquor liability coverage and coverage for liability arising out of the consumption of food and/or alcoholic beverages on or obtained at the leased premises, of not less than Two Million Dollars (\$2,000,000.00) per occurrence on a location basis for personal injury and death and property damage. In the event Tenant shall fail to procure such insurance, Landlord may at its option procure the same for the account of Tenant, and the cost thereof shall be paid to Landlord as Rent upon receipt by Tenant of bills therefor. The foregoing insurance coverage and any other insurance policies which Tenant is required to carry pursuant to the terms of this Lease shall (i) be written by a responsible insurance company authorized or licensed to do business in the State of Michigan and approved by Landlord and a copy of the paid-up policy or policies evidencing such insurance or a certificate of insurer certifying to the issuance of such policy or policies shall be delivered to Landlord prior to the date that Landlord delivers possession of the Demised Premises to Tenant and upon renewals not less than thirty (30) days prior to the expiration of such coverage and (ii) contain the following provisions and/or clauses: (a)

that such policy and the coverage evidenced thereby shall be primary and not contributing with respect to any policies carried by Landlord, and that any coverage carried by Landlord shall be excess insurance, and (b) a provision that the insurer will not cancel, materially change or fail to renew the coverage provided by such policy without first giving Landlord thirty (30) days prior written notice thereof.

(b) Tenant covenants to indemnify Landlord, its members, agents and employees and save them harmless from and against any and all claims, actions, damages, liabilities and reasonable expenses, including reasonable attorneys' fees, in connection with loss of life, personal injury and/or damage to property arising from or out of (i) any occurrence in, upon or at the Demised Premises; (ii) the occupancy or use by Tenant of the Demised Premises or any part thereof; (iii) Tenant's failure to comply with any provision of this Lease; (iv) any act or omission of Tenant, its agents, contractors, employees, servants or licensees; or (v) any Hazardous Substances (as hereinafter defined) installed or introduced into the Demised Premises or the Shopping Center by Tenant (or by others at Tenant's sufferance) in whole or in part; provided, however, that nothing herein shall be construed to require Tenant to indemnify Landlord against Landlord's negligence or willful misconduct. For the purposes hereof, the Demised Premises shall include the service areas adjoining the same and the loading area, if any, allocated to the use of Tenant. In case Landlord shall be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all reasonable costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation. Tenant's obligation to indemnify Landlord under this Section 13 shall survive the expiration or earlier termination of this Lease.

(c) Landlord agrees, during the Term of this Lease, to procure and maintain, or cause to be procured and maintained in force policies of insurance, including rental interruption insurance for a minimum of twelve (12) months, covering all risks of loss to all of the buildings and other improvements in which the Shopping Center is located, including the Demised Premises (but excluding Tenant's trade fixtures, furniture, equipment, merchandise and other personal property), subject only to standard policy exclusions, in an amount equal to the full replacement cost of such buildings and improvements. Any insurance required hereunder shall be provided by an insurer authorized or licensed to do business in the State of Michigan.

(d) Landlord agrees during the term of this Lease, to procure and maintain, or cause to be procured and maintained, in full force and effect, policies of insurance covering the Common Areas of the Shopping Center for commercial general liability and property damage insurance, including contractual liability, in the amount of not less than \$1,000,000.00 for property damage or bodily injury or death of any one person and \$1,000,000.00 for any one occurrence.

(e) Tenant's Pro Rata Share of the cost of the foregoing insurance coverage maintained by Landlord shall be paid monthly pursuant to Section 10(b) above.

**14. FIRE OR OTHER CASUALTY.**

(a) If all or any portion of the Demised Premises or the building in which the Demised Premises is located is damaged or destroyed by fire or other casualty or more than fifty percent (50%) of the gross leasable area of the Shopping Center is damaged or destroyed by fire or other casualty, Landlord shall have the right to terminate this Lease, provided it gives written notice thereof to Tenant within ninety (90) days after such damage or destruction. If a portion of the Demised Premises is damaged by fire or other casualty, and this Lease is not thereby terminated by Landlord as permitted in the first sentence of this Section 14, and Tenant is not in default of the Lease hereunder, Landlord shall, at its expense, restore the Demised Premises, exclusive of any improvements or other changes made to the Demised Premises by Tenant, to as near the condition which existed immediately prior to such damage or destruction as reasonably possible, and Rent shall abate during such period of time as the Demised Premises are untenable, in the proportion that the untenable portion of the Demised Premises bears to the entire Demised Premises. In no event shall Landlord be required to expend in excess of the insurance proceeds which it receives from its insurance carrier to repair and restore the Demised Premises or the other improvements to the Shopping Center. Landlord shall not be responsible to Tenant for damage to, or destruction of, any furniture, equipment, trade fixtures, improvements, or other changes made by Tenant in, on or about the Demised Premises regardless of the cause of the damage or destruction.

(b) In the event during the last one (1) year of the term of this Lease more than twenty-five percent (25%) of the square foot floor area of the Demised Premises shall be damaged by fire, or other casualty, so as to become untenable, Tenant may terminate this Lease by written notice to Landlord, such right to be exercised, if at all, within thirty (30) days after such damage or destruction. If at any time during the term of this Lease more than forty percent (40%) of the square foot floor area in the building in which the Demised Premises is located shall be damaged by fire or other casualty and the damage is of such a nature that Landlord will be unable to restore the damage within two hundred seventy (270) days from the date of the casualty, then Landlord shall promptly give written notice of the same and Tenant may, terminate this Lease upon written notice given to Landlord within thirty (30) days after Tenant's receipt of Landlord's notice.

**15. WAIVER OF SUBROGATION.**

Landlord and Tenant each hereby release and discharge the other party, and their respective directors, officers, agents, employees or representatives of and from any liability whatsoever, and waive all right of recovery against the other, for any loss of or damage or injury to the property of each, caused by or resulting from fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried, or is required under the provisions of this Lease to be carried, by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance, regardless of the cause of such loss, damage or injury and even though it results from some act or negligence of a party hereto, its agents, employees or representatives. Each party shall immediately notify the other in writing if any of its applicable insurance policies shall no longer permit waiver of liability and subrogation. Each of the parties hereto agrees



that its policies of insurance will include such a clause or endorsement as long as the same shall be reasonably obtainable.

**16. EMINENT DOMAIN.**

If the whole or any part of the Demised Premises shall be taken by any public authority under the power of eminent domain, then the Term of this Lease shall cease as to the part taken from the date possession of that part of the Demised Premises shall be taken and Rent shall be paid up to that date. In the event that twenty percent (20%) or more of the Demised Premises is taken, Tenant shall have the right to either cancel this Lease and declare the same null and void or to continue in possession of the remainder of the Demised Premises under the terms herein provided, except that Base Rent shall be reduced in proportion to the amount of the Demised Premises taken. If more than forty percent (40%) of the gross leasable areas of the Shopping Center or more than thirty percent (30%) of the Common Areas of the Shopping Center are taken by any public authority under the power of eminent domain, Landlord and Tenant shall each have the right to terminate this Lease from the date possession of that part shall be taken, provided it gives written notice thereof to the other party within ninety (90) days after such taking has occurred. All damages awarded for such taking shall belong to and be the property of Landlord, whether such damage shall be awarded as compensation of diminution in the value of the leasehold or of the fee of the Demised Premises. Nothing herein to the contrary contained shall be deemed to preclude Tenant from seeking, at its own cost and expense, an award from the condemning authority for loss of its business, the value of any trade fixtures or other personal property of Tenant in the Premises or moving expenses, provided that the award for such claim or claims shall not be in diminution of the award made to Landlord.

**17. BANKRUPTCY.**

In the event the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy law, or if a receiver or trustee of the property of Tenant shall be appointed, or if any assignment shall be made of Tenant's property for the benefit of creditors, then and in any of such events, Landlord may terminate this Lease by written notice to Tenant; provided, however, if the order of court creating any of such disabilities shall not be final by reason of pendency of such proceedings or appeal from such order, then Landlord shall not have the right to terminate this Lease so long as Tenant performs its obligations hereunder.

**18. EVENTS OF DEFAULT; RIGHTS OF LANDLORD UPON DEFAULT.**

(a) In the event Tenant shall fail or omit to make payment of the Rent or any other herein specified item that it is required to make within five (5) days after receipt of written notice from Landlord of such failure, shall fail to perform any of the covenants herein provided other than the payment of Rent for more than thirty (30) days after written notice of such default, shall fail to fully and promptly perform any act required of it in the performance of this Lease for more than thirty (30) days after written notice of such default, abandons the

Demised Premises, becomes insolvent, makes an assignment for the benefit of creditors, is adjudicated bankrupt, has a receiver or trustee appointed for its property as a result of its insolvency or threatened insolvency or is subject to a levy of execution or attachment or taking of its property or its assets or its leasehold interest in the Demised Premises by process of law or otherwise in satisfaction of any judgment or debt or claim, Tenant shall be in default. Upon the occurrence of a default under this Lease, Landlord, in addition to the other rights or remedies it may have, shall have the right to declare this Lease terminated and the term ended and/or shall have the immediate right of re-entry and may remove all persons and property from the Demised Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, without being deemed guilty of trespass, or becoming liable. In addition to all other rights Landlord may have, Landlord may elect to relet the Demised Premises. Tenant hereby agrees to pay, in addition to past due Rents and charges, all attorneys' fees, including interest, together with all court costs and expenses reasonably incurred by Landlord in the process of collecting any past due amounts under this Lease.

(b) Should Landlord at any time terminate this Lease for any breach or default, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach or default, including the cost of recovering the Demised Premises, reasonable attorneys' fees incidental thereto, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to the rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Demised Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

(c) Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary and relet the Demised Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord at its reasonable discretion may deem advisable. Upon each such re-letting, all rentals received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of reasonable costs and expenses of such reletting, including brokerage fees and reasonable attorneys' fees and of costs of such alterations and repairs; third, to the payment of rent and other charges due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals and other sums received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, or if Landlord does not relet the Demised Premises, Tenant shall pay any such rental deficiency to Landlord; if such rentals and other sums shall be more, Tenant shall have no right to the excess. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Demised Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord

may at any time thereafter elect to terminate this Lease for such previous breach. In addition, in the event Landlord elects not to terminate this Lease, Landlord may use the Demised Premises for its own purposes.

**19. NON-LIABILITY.**

Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omission(s) of persons occupying adjoining areas or any part of the area adjacent to or connected with the Demised Premises or any part of the building of which the Demised Premises are a part or for any loss or damage resulting to Tenant or his property from burst, stopped or leaking water, gas, sewer pipes, or for any damage or loss of property within the Demised Premises from any cause other than the gross negligence or willful misconduct of Landlord, and no such occurrence shall be deemed to be an actual or constructive eviction from the Demised Premises or result in any abatement of Rent. In the event of any sale or transfer (including any transfer by operation of law) of the Demised Premises, Landlord (and any subsequent owner of the Demised Premises making such a transfer) shall be relieved from any and all obligations and liabilities under this Lease except such obligations and liabilities as shall have arisen during Landlord's (or such subsequent owner's) respective period of ownership. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and if a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only (i) out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Demised Premises, and (ii) out of rents and other income from such property received by Landlord and neither Landlord nor any of the parties comprising any partnership which is Landlord herein shall be personally liable for any deficiency.

**20. ESTOPPEL STATEMENT, ATTORNMENT AND SUBORDINATION, NOTICES TO MORTGAGEE.**

(a) Tenant shall, without charge, at any time and from time to time, within twenty-one (21) days after receipt by Tenant of written request therefor from Landlord or from any mortgagee under any mortgage or proposed mortgage on the Shopping Center, deliver, in recordable form, a duly executed and acknowledged certificate or statement to the party requesting said certificate or statement or to any other person, firm or corporation designated by Landlord, certifying: (a) that this Lease is unmodified and in full force and effect, or, if there has been any modification, that the same is in full force and effect as modified; and stating any such modification; (b) the commencement and expiration dates of the term of this Lease; (c) that rent is paid currently without any offset or defense thereto; (d) the dates to which the rent and other charges payable hereunder by Tenant have been paid, and the amount of rent and other charges, if any, paid in advance; (e) whether or not there is then existing any claim of Landlord's default hereunder and, if so, specifying the nature thereof; and (f) any other matters relating to the status of this Lease as shall be requested by Landlord or any such mortgagee from time to time.

(b) In the event any proceedings are brought for the foreclosure of, or in the event of the conveyance by deed in lieu of foreclosure of, or in the event of exercise of the power of sale under, any mortgage and/or deed of trust made by Landlord covering the Demised Premises, or in the event Landlord sells, conveys or otherwise transfers its interest in the Demised Premises, this Lease shall remain in full force and effect and Tenant hereby attorns to, and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner whereby Tenant attorns to such successor in interest and recognizes such successor as Landlord under this Lease. Payment by or performance of this Lease by any person, firm or corporation claiming an interest in this Lease or the Demised Premises by, through or under Tenant without Landlord's consent in writing shall not constitute an attornment or create any interest in this Lease or the Demised Premises.

(c) Tenant agrees that this Lease shall be subordinate to any underlying lease and to any mortgage that may hereafter be placed upon the Demised Premises by Landlord and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided that the mortgagee named in any mortgage hereafter placed upon the Demised Premises shall enter into a nondisturbance and attornment agreement pursuant to which it shall agree, if Tenant is not then in default, to recognize the interest of Tenant under this Lease in the event of foreclosure such that this Lease and the right of Tenant to possession of the Demised Premises will not be terminated or disturbed except in accordance with the provisions of this Lease. Tenant agrees to execute any and all instruments to such mortgagees and lessors confirming such subordination. Tenant also agrees that any such mortgagee may elect to have this Lease constitute a prior lien to its underlying mortgage, and in the event of such election and upon notification by such mortgagee to Tenant to that effect, this Lease shall be deemed prior in lien to such mortgage, whether this Lease is dated prior or subsequent to the date of said mortgage.

(d) Failure of Tenant to execute any statements or instruments necessary or desirable to effectuate the foregoing provisions of this Article, within twenty-one (21) days after written request to do so by Landlord, shall constitute a breach of this Lease for which no cure period shall be provided to Tenant and in addition to all remedies available to Landlord, Tenant shall pay to Landlord, as Rent, the sum of One Hundred Dollars (\$100.00) per day from the date such statement or instrument was required to be delivered until the date such statement(s) or instrument(s) were required to be delivered until the date such statement(s) or instrument(s) are delivered to Landlord. In the event of such failure, Tenant hereby irrevocably appoints Landlord as attorney in fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such statements or instruments, which appointments shall be in addition to any other rights or remedies available to Landlord.

(e) Tenant shall give any mortgagees of the Demised Premises and/or the Shopping Center by registered or certified mail, return receipt requested, or overnight delivery service, requiring a signed delivery receipt, a copy of any notice of default sent to Landlord by Tenant, provided that prior to such notice Tenant has been notified, in writing (by way of Notice of Assignment of Rents and Leases, or otherwise), of the addresses of such mortgagees. If Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees shall have an additional thirty (30) days within which to cure

such default or, if such default cannot be cured within that time, then such additional time as may be necessary if, within such thirty (30) days, any mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated by Tenant while such remedies are being so diligently pursued.

**21. COVENANT OF TITLE AND QUIET POSSESSION.**

Landlord warrants and covenants that it has good and marketable title to the Demised Premises in fee simple and the right to make this Lease for the term aforesaid. If Tenant shall pay the Rents and perform all the covenants and provisions of this Lease to be performed by Tenant, then the Leasehold estate granted to Tenant hereby shall not, during the term hereby demised, be disturbed and Tenant shall freely, peaceably and quietly enjoy and occupy the full possession of the Demised Premises, and the tenements, hereditaments, and appurtenances thereunto belonging or in any way appertaining, without molestation or hindrance by any person lawfully or equally claiming by, through or under Landlord.

**22. LANDLORD'S ACCESS.**

Upon reasonable prior notice to Tenant (except in the event of an emergency), Landlord, its agents, or mortgagee(s), shall have the right, during normal business hours, at all times during the Term to enter the Demised Premises to inspect the condition thereof, to measure the Floor Area of the Demised Premises, to show the Demised Premises to prospective mortgagees, purchasers or new tenants, to determine if Tenant is performing its obligations under this Lease, and to perform the services or to make the repairs and restoration that Landlord is obligated to perform or furnish under this Lease, to make repairs to adjoining space, to cure any defaults of Tenant hereunder that Landlord elects to cure, and to remove from the Demised Premises any improvements thereto or property placed therein in violation of this Lease. Landlord may post signs on or about the Demised Premises during the last nine (9) months of the Term to advertise the Demised Premises for lease.

**23. HOLDING OVER.**

In the event Tenant remains in possession of the Demised Premises after the expiration of this Lease, and without the execution of a new lease, it shall be deemed to be occupying the Demised Premises as a tenant from month to month, and all conditions of this Lease will remain unchanged, except that the Base Rent will be increased to 150% of the Base Rent in effect at the time of the expiration of this Lease. Any holding over without Landlord's consent shall entitle Landlord to re-enter the Demised Premises as provided in this Lease.

**24. INTENTIONALLY DELETED.**

**25. SUCCESSORS AND ASSIGNS.**

The covenants and agreements of this Lease shall be binding upon and for the benefit of the successors and assigns of the parties hereto.

**26. NOTICE.**

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 Tenant is in writing addressed to Tenant at its last known address or at the Demised Premises, and deposited in the mail, certified or registered mail, with postage prepaid, or with a nationally recognized overnight delivery service, and if such notice to Landlord is in writing addressed to the last known address of Landlord and deposited in the mail, certified or registered mail, with postage prepaid, or with a nationally recognized overnight delivery service. Notice need be sent to only one Tenant or Landlord where Tenant or Landlord is more than one person. Copies of notices to Landlord shall also be sent to Alan J. Salle at Honigman LLP, 39400 Woodward Avenue, Suite 101, Bloomfield Hills, Michigan 48304. Copies of notices to Tenant shall also be sent to Peter L. Arvant at Stark Reagan, P.C., 1111 W. Long Lake Road, Suite 202, Troy, Michigan 48098.

**27. ENTIRE AGREEMENT.**

This Lease and the Exhibits and Addendum(s) if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Demised Premises and there are no covenants, promises, agreements, conditions or understandings either oral or written, between Landlord and Tenant other than those which are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

**28. FORCE MAJEURE.**

Each party shall be excused for the period of any delay in performance of any obligations hereunder when prevented from doing so by the wrongful or negligent acts or omissions of the other party or by causes beyond such party's reasonable control, which shall include, but shall not be limited to, all labor disputes, civil disturbance, war, war-like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls (including any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities), fires or other casualty, pandemic, inability to obtain any material or service or acts of God; provided, however, lack of funding shall not excuse any delay in performance and the provisions of this Section 28 shall not apply to Tenant's obligation to pay Rent.

**29. CIVIL DISTURBANCE, DEMONSTRATIONS, PICKETING, RIOT.**

It is expressly covenanted and agreed that Landlord may exercise Landlord's discretion in determining what measures, if any, are to be taken in the event any civil disturbance, demonstration, picketing or riot takes place on or about the property and Landlord shall not be liable for any interruption of business or any injuries or damages to persons or property on or in the Demised Premises resulting from said civil disturbance, demonstration, picketing or riot or the measures taken by Landlord to control said civil disturbance, demonstration, picketing or riot.

**30. PARTIAL INVALIDITY.**

If any term, covenant or condition of this Lease or the application thereof, to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**31. TENANT DEFINED, USE OF PRONOUN.**

The word Tenant shall be deemed and taken to mean each and every person or party mentioned as Tenant herein, be the same one or more; and if there shall be more than one Tenant, notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant may be an individual, partnership, a corporation or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

**32. HAZARDOUS SUBSTANCES.**

Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Demised Premises or the Shopping Center by Tenant, Tenant's agents, employees, contractors or invitees. If Hazardous Substances are used, stored, generated, or disposed of on or in the Demised Premises or the Shopping Center by Tenant, Tenant's agents, employees, contractors or invitees, or if the Demised Premises or the Shopping Center becomes contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Demised Premises or the Shopping Center, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Lease Term and arising as a result of that contamination by Tenant. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substance on the Demised Premises and that results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Demised Premises to the condition existing prior to the presence of any such Hazardous Substance on the Demised Premises. Tenant shall first obtain Landlord's approval for any such remedial action. This Section shall survive the termination of this Lease.

Landlord represents and warrants to the Tenant that, to the best of Landlord's knowledge, except as may be contained in construction materials used to build the Shopping Center and in fuels or materials in equipment and systems used to heat, cool and operate the Shopping Center, all of which to the best of Landlord's knowledge are not in excess of amounts permitted by law and were installed and are being maintained in compliance with all applicable laws, and except as occur naturally, there is no asbestos or other Hazardous Substance in or a part of the Demised Premises.

As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the state of Michigan, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), and petroleum.

**33. TITLE III.**

Notwithstanding any other provision of this Lease, the parties hereby agree that the Demised Premises may be subject to the terms and conditions of the Americans with Disabilities Act of 1990 (hereinafter the "ADA"). Subject to Section 37 below, the parties further agree and acknowledge that it shall be the sole responsibility of Tenant to comply with any and all provisions of the ADA, as such compliance may be required to operate the Demised Premises. Tenant further agrees to indemnify and hold Landlord harmless against any claims which may arise out of Tenant's failure to comply with the ADA. Such indemnification shall include, but not necessarily be limited to reasonable attorney's fees, court costs and judgments as a result of said claims.

**34. PERSONAL PROPERTY TAXES.**

Tenant shall be responsible for and shall pay before delinquency all municipal, county and state taxes assessed during the Term of this Lease against any personal property of Tenant of any kind, owned by or placed in the Demised Premises by Tenant.

**35. NET LEASE.**

This Lease shall be deemed and construed to be a "net Lease" and, notwithstanding anything contained herein to the contrary, Landlord shall receive all Rent due hereunder absolutely free of all charges, assessments and impositions, expenses, offsets or deductions of any kind. Landlord shall not be expected or required to make any payment or provide any service to Tenant or any other person or entity, except as otherwise expressly set forth herein. Landlord and Tenant acknowledge and agree that except as specifically provided in this Lease, Tenant shall be responsible for all costs, expenses and obligations relating to the maintenance, repair, replacement, taxes and insurance for the Demised Premises during the Term of this Lease and Landlord shall be indemnified by Tenant against all such costs, expenses and obligations.



**36. MISCELLANEOUS.**

(a) 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 allowed by law.

(b) This Lease shall be governed by, and construed in accordance with, the laws of the State of Michigan. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

(c) Each of the parties represents and warrants that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease, except for ICONIC Real Estate and Mid-America Real Estate - Michigan ("Broker"). Landlord shall pay the commission owing to Broker pursuant to the terms of a separate agreement between Landlord and Broker. Each of the parties agrees to indemnify the other against and hold the other harmless from liabilities arising from any claim, including, without limitation, the cost of reasonable attorneys' fees in connection with any other brokerage commissions or finder's fees.

(d) Landlord and Tenant waive their right to trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of or occupancy of the Demised Premises, and any emergency, statutory or any other statutory remedy.

(e) The captions and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles of this Lease nor in any way affect this Lease.

(f) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or a partnership or a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto, other than the relationship of Landlord and Tenant. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, partnership, corporation, or a group of two (2) or more individuals, corporations, or partnerships. The necessary grammatical changes required to make the provisions of this Lease apply to plural sense when there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall, in all instances, be assumed as though in each case fully expressed.

(g) The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation hereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of any or all such subleases or subtenancies.

(h) Notwithstanding anything to the contrary contained in this Lease, Tenant acknowledges (i) that the Shopping Center and Tenant's rights under this Lease are subject to a Master Deed and Bylaws recorded in Liber 28785, Page 268, et seq., Wayne County Records (collectively, as amended, the "Master Deed"), (ii) to the extent the terms of this Lease conflict with the terms of the Master Deed, the Master Deed shall govern and control, (iii) nothing contained in this Lease shall provide Tenant with any rights Landlord, as an owner of the Demised Premises may not provide to an occupant of the Demised Premises pursuant to the Master Deed, and (iv) Tenant shall not take any actions in contravention of the Master Deed required of Landlord or an occupant of the Demised Premises and shall comply with all of the terms and conditions of the Master Deed. Landlord represents to Tenant that Tenant's Permitted Use will not be prohibited by the Master Deed.

(i) Tenant shall not and shall not permit its employees to use the Common Areas for the purpose of overnight or weekend storage of any automobiles, trucks or other vehicles owned or used by Tenant or its employees, except as may be approved and designated in writing by Landlord. Landlord reserves the right to designate specific parking areas for employee parking.

(j) Tenant covenants and agrees that Landlord may tow unauthorized automobiles, trucks or other vehicles of Tenant or Tenant's employees from "No Parking" areas established by Landlord from time to time and from areas not designated for Tenant and/or employee parking at Tenant's expense. Tenant further covenants and agrees to hold Landlord harmless from any damages caused while towing Tenant's or Tenant's employees' automobiles, trucks or other vehicles from parking area which are not designated for Tenant and/or employee parking by Landlord.

(k) As used in this Lease the term "Pro Rata Share" shall mean Tenant's proportionate share of any expenses to be paid by Tenant, and shall be determined by multiplying such expenses by a fraction, the numerator of which shall be the Floor Area in the Demised Premises, and the denominator of which shall be the total Floor Area of the Shopping Center; provided, however, for purposes of Section 11 of this Lease, the denominator of such fraction shall be the total Floor Area of the Tax Parcel.

### **37. CONSTRUCTION OF DEMISED PREMISES.**

(a) Landlord represents and warrants to Tenant that upon the delivery of the Demised Premises to Tenant, the Demised Premises and the building within which the Demised Premises are situated will be in full and complete compliance with all laws, rules and ordinances, including but not limited to, building, electrical, plumbing, fire/life safety and ADA regulations. Landlord agrees to indemnify and hold Tenant harmless against any claims which may arise out of Landlord's failure to deliver the Demised Premises to Tenant in full and complete compliance with all laws, rules and ordinances, including but not limited to, building, electrical, plumbing, fire/life safety and ADA regulations. Such indemnification shall include, but not necessarily be limited to reasonable attorney's fees, court costs and judgments as a result of said claims. Landlord shall deliver possession of the Demised Premises to Tenant upon the execution and delivery of this Lease. Except as otherwise set

forth in this Lease, Tenant, by occupying the Demised Premises as a tenant, formally accepts the Demised Premises in its "as is" condition and acknowledges that the Demised Premises are in the condition required hereunder.

(b) Tenant shall, at Tenant's sole cost and expense, construct such improvements and perform such other work as may be necessary for Tenant to open for business at the Demised Premises in a manner consistent with a typical Hudson Café restaurant ("Tenant's Work"). Tenant's Work shall be performed by Tenant in a good workmanlike and diligent manner with new and proper materials and in accordance with working plans, drawings and specifications prepared by Tenant, at Tenant's sole cost and expense, and approved by Landlord ("Tenant's Plans"). Tenant shall commence construction of Tenant's Work pursuant to Tenant's Plans prior to the Rent Commencement Date and shall thereafter diligently pursue completion of construction of Tenant's Work through completion thereof.

(c) Tenant's Work shall comply with all applicable federal, state and local statutes, ordinances, regulations, laws and codes, including, but not limited to, the requirements of Landlord's fire insurance underwriter, and the requirements of the applicable utility companies providing service to the Shopping Center. Where conflicts exist between building codes, utility regulations, statutes, ordinances, other regulatory requirements and Landlord's requirements, the more stringent of the requirements shall govern. Landlord reserves the right to require changes in Tenant's Work by reason of code requirements or otherwise, or directives of governmental authorities having jurisdiction over the Demised Premises, or directives of Landlord's insurance underwriter. All permits, licenses and approvals shall be obtained prior to the commencement of construction by Tenant, shall be posted in a prominent place within the Demised Premises and any fees associated therewith shall be the sole responsibility of Tenant.

(d) Tenant's Plans shall be prepared by a licensed Michigan architect and the architect shall certify to the Landlord that the Tenant's Plans have been prepared in accordance with all applicable laws, orders, regulations and building codes of all governmental authorities having jurisdiction over the Demised Premises. Landlord shall use its reasonable efforts to approve or comment upon Tenant's Plans within fifteen (15) days following its receipt of same from Tenant. Landlord's written approval shall be obtained by Tenant prior to the undertaking of any construction work which deviates from Tenant's Plans as submitted to and approved by Landlord. Landlord's review and approval of Tenant's Plans shall not constitute the assumption of any responsibility by Landlord for the accuracy or sufficiency thereof and Tenant shall be solely responsible therefor. Tenant shall not open the Demised Premises for business until Tenant's Work has been substantially completed pursuant to Tenant's Plans. Tenant shall apply for Tenant's Permits within seven (7) days following receipt of written approval from Landlord of Tenant's Plans and thereafter diligently pursue obtaining Tenant's Permits.

(e) Any dispute between Tenant and Landlord as to the completion by Tenant of any item of work in, on or about the Demised Premises shall be submitted for decision to Landlord's architect who shall decide the dispute and whose decision shall be conclusive and binding upon the parties.

**38. FLOOR AREA.**

(a) Floor Area shall mean all areas available or held for the exclusive use and occupancy of occupants or future occupants, measured from the exterior surface of exterior walls (and from extensions thereof in the case of openings) and from the center of interior demising partitions. No deduction or exclusion shall be made by reason of columns, stairs, shafts or other interior construction or equipment. Mezzanine space and basement space used solely for storage purposes shall be excluded from the calculation of the Floor Area.

**39. SURRENDER.**

Upon termination of this Lease, Tenant shall surrender possession of the Demised Premises to Landlord in the condition the Demised Premises was delivered to Tenant, in broom clean condition, and in good order and repair, reasonable wear and tear and damage by casualty excepted, and with all of Tenant's alterations and leasehold improvements which Tenant is permitted to make pursuant to the terms of this Lease in place except for those alterations and leasehold improvements which Landlord has requested that Tenant remove. To the extent that Tenant has failed to remove all of its trade fixtures and equipment at the end of the term of this Lease, Tenant shall be deemed to have abandoned such property and Landlord may dispose of such property at Tenant's sole cost and expense.

**40. ATTORNEY'S FEES.**

In the event that Landlord and Tenant become involved in any proceeding to enforce this Lease or the rights, duties or obligations hereunder, the prevailing party in such proceeding shall be entitled to receive, as part of any award, reasonable attorney's fees.

**41. RECORDING.**

Neither Landlord nor Tenant shall record this Lease; however, at the request of either Landlord or Tenant, the parties shall join in the execution of a memorandum or so-called "short form" of this Lease for purposes of recordation. Any recording costs associated with the memorandum or short form of this Lease shall be borne by the party requesting recordation.

**42. GUARANTY.**

Upon execution of this Lease by Tenant, Tenant shall cause the Guarantors named in the Guaranty attached hereto as Exhibit "C" to execute and deliver to Landlord such Guaranty in the form attached hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be signed and sealed the day and year first written.

**NORTHVILLE RETAIL CENTER JOINT VENTURE, L.L.C.,**  
a Michigan limited liability company

By NRC MANAGEMENT, INC.,  
a Michigan corporation, Its Manager

By: \_\_\_\_\_  
Name: Gary Sakwa  
Its: Authorized Representative

**THE HUDSON CAFE NV LLC,**  
a Michigan limited liability company

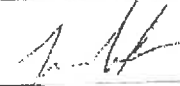
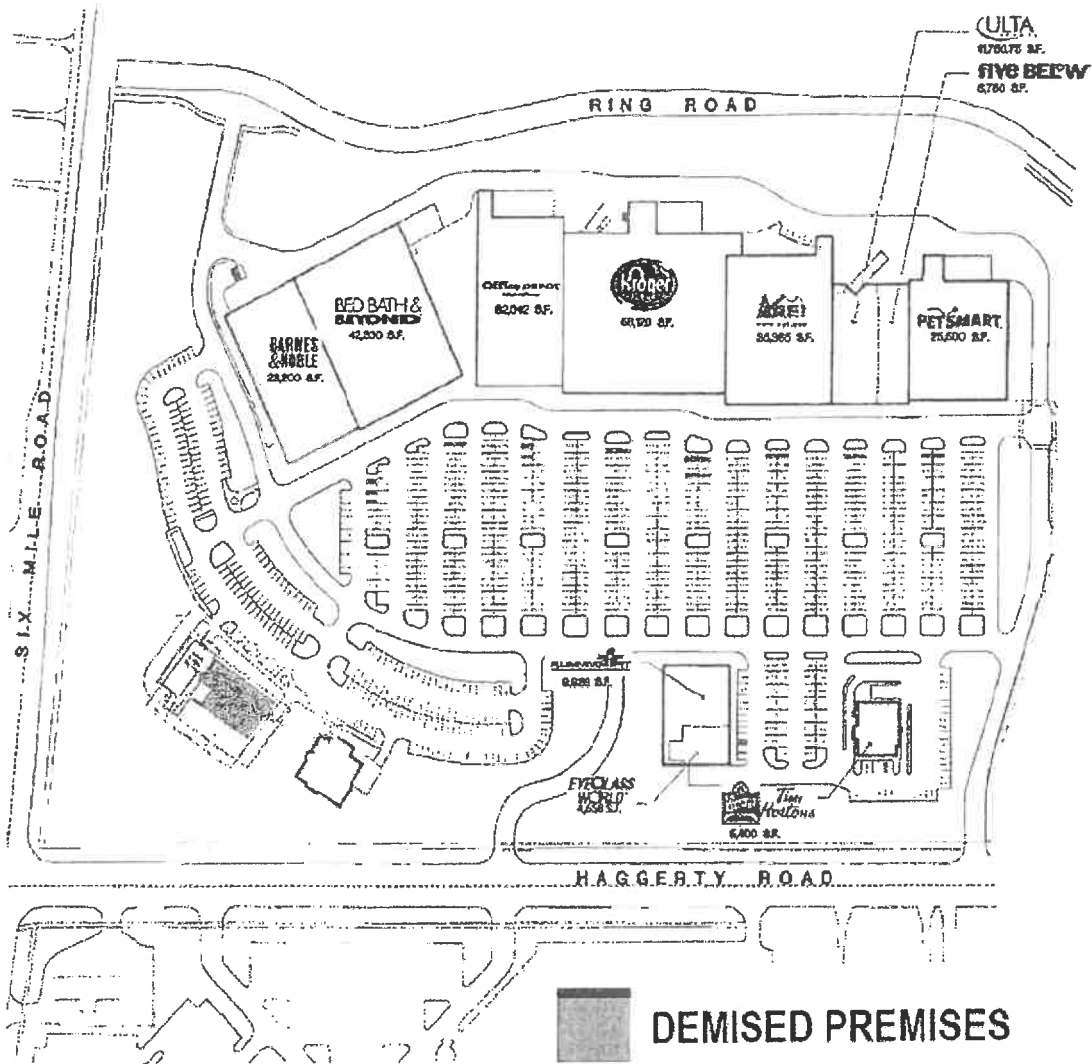
By   
Thomas Teknos  
Member

EXHIBIT "A"

SITE PLAN



**SITE LEASE PLAN**

SCALE 1"=100'-0"

## EXHIBIT "B"

### PROHIBITED USES

#### Barnes & Noble

7.4 The Master Deed shall provide (as a covenant which runs with the land), and any lease entered into by Landlord or its successors or assigns with respect to a Condominium Unit shall provide, that no Condominium Unit in the Shopping Center, including the Premises, shall be used for any of the following: (i) a bowling alley or pool hall; (ii) a video or pinball arcade; (iii) any tavern or bar, except to the extent incidental to a restaurant operated primarily for on-premises consumption; (iv) any karate, health club, or fitness facility, spa or gymnasium; (v) any nightclub, discotheque or dancehall; (vi) any flea market, secondhand or surplus store, but a store selling antiques or estate jewelry in a first-class manner shall be permitted; (vii) any mobile home park or trailer court; (viii) any dumping, disposing, incineration or reduction of garbage (exclusive of appropriately screened dumpsters and/or trash compactors located in the rear of any building); (ix) any fire sale, going out of business sale, bankruptcy sale (unless pursuant to a court order) or auction house operation; (x) any central laundry or dry cleaning plant or laundromat (except that this prohibition shall not be applicable to on-site service provided solely for pickup and delivery by a retail consumer, including nominal supporting facilities); (xi) any automobile, truck, trailer or recreational vehicle sales, leasing, display or repair; (xii) any skating rink; (xiii) any living quarters, sleeping apartments or lodging rooms; (xiv) any veterinary hospital or animal raising facilities; (xv) any mortuary; (xvi) any establishment selling, renting or exhibiting pornographic materials, adult books, films, video tapes, compact discs, or computer software (which are defined as stores in which a material portion of the inventory is not available for sale or rental to children under eighteen (18) years old because such inventory deals with or depicts human sexuality); provided, this restriction shall in no event restrict the sale of any compact discs which are customarily sold by retail music stores in the Detroit, Michigan metropolitan area; (xvii) a news stand (but, subject to the provisions of Paragraph 7.5(3), the sale of newspapers, magazines or books incidental to the operation of another business is not prohibited by this restriction); (xviii) any use which is a public or private nuisance; (xix) a theater, auditorium, meeting hall or other place of public assembly (which prohibition does/shall not prohibit Tenant from using a portion of the Premises for presentations, book readings, puppet shows and other similar activities); (xx) sports or entertainment facility other than a children's fitness and recreation center; (xxi) massage parlor; (xxii) car wash; (xxiii) bingo parlor or off-track betting facility; (xxiv) school (but the use of classrooms incidental to the operation of a retail business is not prohibited by this restriction); (xxv) gun range; (xxvi) any use which emits odors, fumes, dust, vapors, noises or sounds outside of the premises in which they are created (excluding normal venting of a food service operation); (xxvii) any use which creates a fire or explosion hazard; (xxviii) any manufacturing facility; (xxix) any warehousing (except incidental to a retail operation); (xxx) any establishment whose primary business purpose is the sale or dispensing of alcoholic beverages (but the sale of alcoholic beverages incidental to the operation of another retail business is not prohibited by the restriction); (xxxi) the illegal storage, sale, dispensing or distribution on or from the Premises of addictive substances; (xxxii) the permitting or performing of human abortions or similar procedures resulting in the cessation of the life of a fetus or unborn child, unless deemed necessary by a licensed physician in order to treat a clear and present life-threatening complication; (xxxiii) any illegal activity in contravention of any applicable regulation, ordinance, statute or law; and (xxxiv) the performance of any illicit sexual activity, or lewd or obscene performances, including by way of illustration, but not by way of limitation, prostitution, peep shows, topless restaurants or performances and the like; and (xxxv) any office use, including, but not limited to, medical or dental offices (but this restriction shall not prohibit offices used in connection with the operation of a retail business).

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7.5 The Master Deed and any lease entered into by Landlord or its successors or assigns with respect to a Condominium Unit shall also provide that, without the consent of the owner or occupant of the Condominium Unit which is the beneficiary of one of the following exclusives, no Condominium Unit shall be used for the following (each, an "Exclusive Use"): (1) the sale of food for off-premises consumption (other than a carry-out restaurant or coffee bar), the sale of health and beauty aids, and the sale of prescription drugs; (2) a restaurant, the primary business of which is the sale of hamburgers and hamburger products, and which restaurant utilizes a drive-through; (3) the display and retail sale or rental of books, books on tape, magazines and periodicals (it being understood and agreed that Tenant is the beneficiary of the aforesaid exclusive); (4) the sale at retail of a variety of linens, domestics, home furnishings and bath accessories, including, but not limited to, sheets, towels, bedspreads, comforters, pillows, pillow covers and shower curtains, as well as housewares, such as utensils, cookware, bakeware, dishes and china, glassware, kitchen and bathroom appliances, floor coverings and furniture, decorative accessories, closet and storage items and shelving systems; (5) the sale and/or rental of audio software (i.e., information encoded electronically or mechanically, or in combination thereof) to include but not be limited to pre-recorded records, tapes and compact discs; (6) a craft store, frame store, a store selling artificial flowers, artificial floral arrangements, or wedding or party goods; and (7) the sale, leasing, distribution or display of office supplies, including office furniture, office fixtures, office machines and equipment/electronics, computers, and computer hardware. The prohibition against any Exclusive Use shall not prohibit the owner or occupant of a non-benefitted Condominium Unit from the incidental sales of any such items or the incidental use of any such non-benefitted unit for such prohibited purpose or purposes so long as the area utilized by such owner or occupant of the non-benefitted Condominium Unit for any one such Exclusive Use does not exceed ten percent (10%) of the Leasable Square Footage of the non-benefitted Condominium Unit. Subject to the provisions of the immediately preceding sentence, in the event the covenants contained in this Paragraph 7.5(3) are breached, Fixed Rent shall be automatically reduced to one-half (1/2) of stated Fixed Rent under Paragraph 3.2 above, and Tenant shall have, in addition to all other remedies available to Tenant, the right to terminate this Lease effective sixty (60) days after giving Landlord written notice of such termination, unless Landlord cures such breach within thirty (30) days after such notice.

### Hyde Park

No part of the Shopping Center owned by Landlord on the Effective Date shall be used for the operation of a full-service dining steak restaurant (which may be high-end or casual) which serves more than twenty percent (20%) of its menu items as steak (the "Exclusive Use"). If Landlord should acquire Units 4, 7, 9 or 11 of the Condominium (the "Unowned Units"), then from and after the date any Unowned Unit is acquired by Landlord, Landlord shall not enter into a lease or agreement for such Unowned Unit which permits such Unowned Unit to be used for the Exclusive Use.##g



## Bed Bath & Beyond

### SECTION 4. PROHIBITED USES.

(b) The Shopping Center shall be constructed, leased, operated, maintained and managed as a first class shopping center and no premises in the Shopping Center, or on any land contiguous to the Shopping Center owned now or at any time in the future by Landlord or any affiliated company (referring to the actual landlord from time to time, without regard to land owned by any prior landlords and excepting any current or future mortgages that becomes landlord by means of foreclosure or deed in lieu of foreclosure), shall, without the prior written consent of Tenant, be used (the "Prohibited Uses") for (and the Premises shall not be used for) any of the following:

- (i) a bowling alley or pool hall;
- (ii) a video or pinball arcade;
- (iii) any tavern or bar, except to the extent incidental to a restaurant operated primarily for on-premises consumption provided, however such restaurant shall not be located within three hundred (300) feet of the Premises;
- (iv) any karate, health club, or fitness facility, spa or gymnasium;
- (v) any night club, discotheque or dancehall;
- (vi) any flea market, second-hand, or surplus store, but a store selling antiques or estate jewelry in a first class manner shall be permitted;
- (vii) any mobile home park or trailer court;
- (viii) any dumping, disposing, incineration or reduction of garbage (exclusive of appropriately screened dumpsters and/or trash compactors located in the rear of any building);
- (ix) any fire sale, going out of business sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;
- (x) any central laundry or dry cleaning plant or laundromat (except that this prohibition shall not be applicable to on-site service provided solely for pick up and delivery by a retail customer, including minimal supporting facilities);
- (xi) any automobile, truck, trailer or recreational vehicle sales, leasing, display or repair;

- (xii) any skating rink;
- (xiii) any living quarters, sleeping apartments or lodging rooms;
- (xiv) any veterinary hospital or animal raising facilities;
- (xv) any mortuary;
- (xvi) any establishment selling or exhibiting pornographic materials, adult books, films, video tapes, compact discs, or computer software (which are defined as stores in which a material portion of the inventory is not available for sale or rental to children under eighteen (18) years old because such inventory deals with or depicts human sexuality), provided this restriction shall in no event restrict the sale of any compact disc which is customarily sold by retail music stores in the Detroit, Michigan area;
- (xvii) a news stand (but the sale of newspapers, magazines or books incidental to the operation of another permitted business is not prohibited by this restriction);
- (xviii) any use which is a public or private nuisance;
- (xix) a theater, auditorium, meeting hall or other place of public assembly (which restriction shall not prohibit presentations, book readings, puppet shows and similar activities);
- (xx) sports or entertainment facility other than a children's fitness and recreation center;
- (xxi) massage parlor;
- (xxii) car wash;
- (xxiii) bingo parlor or off-track betting facility;
- (xxiv) school (but the use of class rooms incidental to the operation of a permitted retail business is not prohibited by this restriction);
- (xxv) gun range;

(xxvi) any use which emits odors, fumes, dust, vapors, noises or sounds outside of the premises in which they are created (excluding normal venting of a food service operation);

(xxvii) any use which creates a fire or explosion hazard;

(xxviii) any manufacturing facility (except as incidental to the operation of a permitted retail business, i.e., a bakery or frame manufacturer shop);

(xxix) any warehousing (except incidental to a retail operation);

(xxx) any establishment whose primary business purpose is the sale or dispensing of alcoholic beverages (but the sale of alcoholic beverages incidental to the operation of another retail business is not prohibited by this restriction);

(xxxi) the illegal storage, sale, dispensing or distribution on or from the premises of addictive substances;

(xxxii) the permitting or performing of human abortion or similar procedure resulting in the cessation of the life of a fetus or unborn child, unless deemed necessary by a licensed physician in order to treat a clear and present life-threatening complication;

(xxxiii) any illegal activity in contravention of any applicable regulation, ordinance, statute or law;

(xxxiv) the performance of any illicit sexual activity, lewd or obscene performance, including by way of illustration, but not by way of limitation, prostitution, peep shows, topless restaurants or performance and the like; and

(xxxv) any office use, including, but not limited to medical or dental offices (but this restriction shall not prohibit offices used in connection with the operation of a retail business).

SECTION 23. EXCLUSIVE IN CENTER.

(a) To induce Tenant to execute this lease, Landlord covenants and agrees that, Landlord will not lease, rent or occupy or permit any other premises in the Shopping Center to be occupied for the sale of any of the Permitted Items except on an incidental basis. For purposes of this Section 23, "incidental basis" shall mean the display and sale of the Permitted Items in not more than ten percent (10%) of the Floor Area of a tenant.

Permitted Use: During the Term, Tenant may use and occupy the Premises for the sale at retail of a variety of linens, domestics, home furnishings and bath accessories, including but not limited to sheets, towels, bedspreads, comforters, pillows, pillow covers and shower curtains, as well as housewares, such as utensils, cookware, bakeware, dishes and china, glassware, kitchen and bathroom appliances, floor coverings and furniture, decorative accessories, closet and storage items, shelving systems, (all such items are hereinafter collectively called the "Permitted Items") luggage, books, and food and beverage services (but excluding a full service sit-down restaurant).

EINSTEIN BROS. BAGELS

During the Term and any Extension, Tenant shall have the exclusive right to sell bagels, bagel sandwiches and bagel-related products, gourmet coffees and teas, espresso based drinks, and frozen coffee drinks for on or off-premises consumption at the Shopping Center ("Exclusive").

Other tenants and occupants of the Shopping Center may have incidental sales of such items so long as such other tenant or occupant does not derive more than five (5%) percent of its gross sales from the sale of products in the Exclusive, either individually or in the aggregate.

### EYEGLOSS WORLD

(a) Tenant may occupy and use the Premises for the sale of eyeglasses, sunglasses, contact lenses, accessories, and supplies; optometric and ophthalmological practice and procedures, and other medical practices and procedures; prescribing, selling, and fitting of hearing aids; and operation of optical finish and surface lab (including the grinding of lenses and any other means for the fabrication of lenses or glasses); for the sale of managed care plans and products; for the sale of products sold by other optical retail firms; and for related goods and services (including club membership programs, warranties and similar programs) offered in a majority of other retail optical stores operated by Tenant or its affiliates (the foregoing, the "Permitted Use"), and for no other purpose without the prior written consent of Landlord.

(b) From and after the date of this Lease, at any time Tenant is not in default under the terms of this Lease beyond applicable cure periods (if any), Landlord agrees that Landlord shall not execute a lease for or permit the occupancy of any space consisting of less than 15,000 contiguous square feet in the Retail Shopping Center to or by any occupant with sales from the Permitted Use that exceed ten percent (10%) of such occupant's gross sales; provided that the foregoing shall not be applicable to tenants under any existing leases that permit the tenant to engage in the Permitted Use.

### FIVE BELOW

Landlord shall not lease or permit to be occupied or used, any space in the Shopping Center which grants a tenant the right for the retail sale of variety and general merchandise primarily at a price point of \$10 and less. For purposes hereof, a store shall be deemed to be operating for such purpose if it uses more than the lesser of (i) fifteen percent (15%) of the sales space within its premises, or (ii) seven hundred fifty (750) square feet of space therefor for the retail sale of variety and general merchandise primarily at a price point of \$10 and less. The provisions of this Section shall not apply to (i) any tenant under an existing lease for premises within the Shopping Center or the Owner or any occupant of Units 4, 7, 9 or 11, as depicted on the Site Plan, which has, as of the Effective Date, the right to operate for such use, from operating for such use, but only to the extent permitted in such tenants' lease and Landlord agrees not to amend any lease to permit additional rights for the sale of such items or otherwise consent to an assignment, sublease or similar transfer that would permit additional rights for the sale of such items which do not already exist, (ii) any existing or future tenant operating under a single trade name in more than 20,000 square feet of contiguous space, (iii) a retailer that operates as a retailer of one principal category of merchandise in at least 75% of such tenants' sales floor area, including, but not limited to an electronics store, book store, toy store, clothing store, drug store, video store, convenience store, food market, office supply store, pet supply store, health and beauty supply store, crafts store or any other operation that devotes at least 75% of its sales floor area to the sale of one principal category of merchandise, or (iv) the operation of a so called dollar retail store such as or similar to Dollar Tree, Family Dollar or Dollar General; provided (a) such store is not located adjacent to the Premises, (b) the inventory carried by such retailer is generally the type and kind of inventory that is carried by such retailer in a majority of its locations, and (c) in no event shall such tenant be permitted to operate as a direct competitor of Tenant.

## KROGER

RESTRICTIVE COVENANT. 21A. Except for the Demised Premises, Landlord shall not lease, rent or occupy or permit any premises in the Shopping Center to be occupied for the sale of food for off-premises consumption, and/or the sale of prescription drugs. Except for the premises leased to Bed Bath & Beyond, for the duration of such lease, Landlord shall not lease, rent or occupy or permit any premises in the Shopping Center to be occupied for the sale of health and beauty aids. Landlord shall not lease, rent or occupy or permit any premises in the Shopping Center to be occupied for and Tenant shall not use the Demised Premises for:

- (a) a bowling alley or pool hall;
- (b) a video or pinball arcade;
- (c) any tavern or bar, except to the extent incidental to a restaurant operated primarily for on-premises consumption;
- (d) any karate, health club, or fitness facility, spa or gymnasium;
- (e) any night club, discotheque or dancehall;

- (f) any flea market, second-hand or surplus store, but a store selling antiques or estate jewelry in a first-class manner shall be permitted;
- (g) any mobile home park or trailer court;
- (h) any dumping, disposing, incineration or reduction of garbage (exclusive of appropriately screened dumpsters or trash compactors located in the rear of any building);
- (i) any fire sale, going out of business sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;
- (j) any central laundry or dry cleaning plant or laundromat (except that this prohibition shall not be applicable to on-site service provided solely for pick up and delivery by a retail customer, including nominal supporting facilities);
- (k) any automobile, truck, trailer or recreational vehicles sales, leasing, display or repair;
- (l) any skating rink;
- (m) any living quarters, sleeping apartments or lodging rooms;
- (n) any veterinary hospital or animal raising facilities;
- (o) any mortuary;
- (p) any establishment selling, renting, or exhibiting pornographic materials, adult books, films, video tapes, compact discs, or computer software (which are defined as stores in which a material portion of the inventory is not available for sale or rental to children under eighteen (18) years old because such inventory deals with or depicts human sexuality);
- (q) a news stand (but the sale of newspapers, magazines or books incidental to the operation of another business is not prohibited by this restriction);
- (r) any use which is a public or private nuisance;
- (s) a theater, auditorium, meeting hall or other place of public assembly (which restriction shall not prohibit presentations, book readings, puppet shows and similar activities);
- (t) sports or entertainment facility;
- (u) massage parlor;

- (v) car wash;
- (w) bingo parlor or off-track betting facility;
- (x) school (but the use of class rooms incidental to the operation of a permitted retail business is not prohibited by this restriction);
- (y) gun range;
- (z) any use which emits odors, fumes, dust, vapors, noises or sounds outside of the premises in which they are created (excluding normal venting of a food service operation);
- (aa) any use which creates a fire or explosion hazard;
- (bb) any manufacturing facility (except as incidental to the operation of a permitted retail business, i.e., a bakery or frame manufacturing shop);
- (cc) any warehousing (except incidental to a retail operation);
- (dd) any establishment whose primary business purpose is the sale or dispensing of alcoholic beverages (but the sale of alcoholic beverages incidental to the operation of another retail business is not prohibited by this restriction);
- (ee) the illegal storage, sale, dispensing or distribution on or from the Premises of addictive substances;
- (ff) the permitting or performing of human abortion or similar procedure resulting in the cessation of the life of a fetus or unborn child, unless deemed necessary by a licensed physician in order to treat a clear and present life-threatening complication;
- (gg) any illegal activity in contravention of any applicable regulation, ordinance, statute or law;
- (fh) the performance of any illicit sexual activity, lewd or obscene performance, including by way of illustration, but not by way of limitation, prostitution, peep shows, topless restaurants or performances and the like; and
- (ii) any office use, including, but not limited to medical or dental offices (but this restriction shall not prohibit offices used in connection with the operation of a retail business).



In addition, Landlord shall not lease, rent or occupy or permit to be occupied more than the lesser of ten (10%) percent of the Floor Area or six thousand five hundred (6,500) square feet by any one tenant or occupant of all of both Units 9 and 10 for: (a) the sale of food for off-premises consumption; or (b) the sale of health and beauty aids.

## ULTA

The following "**Prohibited Uses**" shall be prohibited within two hundred (200) lineal feet of the Premises: nuisance; use causing loud noises or offensive odors (including any business using exterior loud speakers); manufacturing facility; dry cleaner (except facilities for drop off and pick up of clothing cleaned at another location); automobile repair shop or service station or any facility storing or selling gasoline or diesel fuel in or from tanks; used clothing or thrift store; massage parlor; adult book shop or adult movie house; mortuary or funeral parlor; coin operated laundry; cocktail lounge, bar or tavern or sale of alcoholic beverages, whether or not packaged, except in conjunction with a restaurant permitted hereunder; night club; cinema or theater; place of recreation (including, but not limited to, bowling alley or carnival); church; or any other use inconsistent with the operation of a high quality retail shopping center. Additionally, the following "**Restricted Uses**" shall not be permitted within the area identified on the Site Plan as the Restricted Area ("**Restricted Area**"): drive-throughs; children's recreational, educational or day-care facility; restaurants occupying more than 2,500 square feet of Gross Floor Area; offices; professional uses; and schools of any nature. As used herein, "school" includes, but is not limited to, a beauty school, barber college, reading room, place of instruction or any other operation serving primarily students or trainees rather than retail customers. It is the intent of this Paragraph that the Shopping Center shall be devoted to high quality retail uses and that the parking and the other common facilities shall not be burdened by either excessive or protracted use.

From and after the date of this Lease, and during the Term hereof, so long as Tenant is not in default under the terms of this Lease beyond any applicable cure period, Landlord covenants that it will not enter into any lease, license agreement or other similar agreement nor permit any premises in the Shopping Center to sell cosmetics, health and beauty products, fragrances, professional hair care products, skin care products, and body care products as its primary use. Notwithstanding the foregoing, Landlord shall be permitted to lease space in the Shopping Center to (i) family hair care operators such as Great Clips, Fantastic Sam's, or other similar value oriented type operations, (ii) any anchor store tenant in excess of fifteen thousand (15,000) square feet that sells cosmetics, fragrances, haircare products, skincare product and beauty care products as part of their normal business operations but not as their primary use, (iii) Bath & Body Works or similar retailers, (iv) Five Below or similar retailers or (v) spas with beauty salon services.

Master Deed

ARTICLE VII

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS  
AND AGREEMENTS AND EASEMENT GRANTS AND RESERVATIONS

To further implement and make feasible the ownership and sale of Units in the Condominium, the Developer and its successors and assigns, by reason of this declaration, and all future owners of Units in the Condominium by their acquisition of title thereto, and all other Persons acquiring an interest in the Condominium and their respective grantees, successors and assigns covenant and agree as follows:

Section 1. Permitted and Prohibited Uses. Except as otherwise provided in this Master Deed, the Condominium and any portion thereof shall be used, if at all, only for the construction, operation and maintenance thereon of retail mercantile or retail service businesses, financial institutions and related facilities common to first-class, family-type retail shopping centers, and for Common Elements relating to and necessary to the operation of the foregoing. Without limiting the generality of the foregoing, neither the Condominium nor any portion thereof shall be used for:

- (a) a bowling alley or pool hall;
- (b) a video or pinball arcade;

(c) any tavern or bar, except as incidental to a restaurant, the primary business of which is the sale of food for on-premises consumption provided, however that no such restaurant shall be located within three hundred (300) feet of Unit 6;

(d) any karate, health club, or fitness facility, spa or gymnasium;

(e) any night club, discotheque or dancehall;

(f) any flea market, second-hand or surplus store, but a store selling antiques or estate jewelry in a first-class manner shall be permitted;

(g) any mobile home park or trailer court;

(h) any dumping, disposing, incineration or reduction of garbage (exclusive of appropriately screened dumpsters or trash compactors located in the rear of any building);

(i) any fire sale, going out of business sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;

(j) any central laundry or dry cleaning plant or laundromat (except that this prohibition shall not be applicable to on-site service provided solely for pick up and delivery by a retail customer, including nominal supporting facilities);

(k) any automobile, truck, trailer or recreational vehicle sales, leasing, display or repair;

(l) any skating rink;

(m) any living quarters, sleeping apartments or lodging rooms;

(n) any veterinary hospital or animal raising facilities, but the furnishing of veterinarian services (but not boarding of animals) in conjunction with a retail store primarily selling pets, pet food, supplies, accessories, and other pet products shall not be prohibited;

(o) any mortuary;

(p) any establishment selling, renting or exhibiting pornographic materials, adult books, films, video tapes, compact discs, or computer software (which are defined as stores in which a material portion of the inventory is not available for sale or rental to children under eighteen (18) years old because such inventory deals with or depicts human sexuality); provided, this restriction shall in no event restrict the sale of any compact discs which are customarily sold by retail music stores of a type and quality typically located in first-class family oriented shopping centers in the Detroit, Michigan metropolitan area;

- (q) a news stand (but the sale of newspapers, magazines or books incidental to the operation of another business is not prohibited by this restriction);
- (r) any use which is a public or private nuisance;
- (s) a theater, auditorium, meeting hall or other place of public assembly (which restriction shall not prohibit presentations, book readings, puppet shows and similar activities which are incidental to a use otherwise permitted hereunder);
- (t) sports or entertainment facility other than a children's fitness and recreational center;
- (u) massage parlor;
- (v) car wash;
- (w) bingo parlor, off-track betting or other gambling facility;
- (x) school (but the use of class rooms incidental to the operation of a permitted retail business is not prohibited by this restriction);
- (y) gun range;
- (z) any use which emits odors, fumes, dust, vapors, noises or sounds outside of the premises in which they are created (excluding normal venting of a food service operation);
- (aa) any use which creates a fire or explosion hazard;
- (bb) any manufacturing facility (except as incidental to the operation of a permitted retail business; i.e., a bakery or frame manufacturing shop);
- (cc) any warehousing (except incidental to a retail operation);
- (dd) any establishment whose primary business purpose is the sale or dispensing of alcoholic beverages (but the sale of alcoholic beverages incidental to the operation of another retail business is not prohibited by this restriction);
- (ee) the illegal storage, sale, dispensing or distribution on or from the premises of addictive substances;
- (ff) the permitting or performing of human abortion or similar procedure resulting in the cessation of the life of a fetus or unborn child, unless deemed necessary by a licensed physician in order to treat a clear and present life-threatening complication;

(gg) any illegal activity in contravention of any applicable regulation, ordinance, statute or law;

(hh) the performance of any illicit sexual activity, lewd or obscene performance, including by way of illustration, but not by way of limitation, prostitution, peep shows, topless restaurants or performances and the like;

(ii) any office use, including, but not limited to, medical or dental offices (but this restriction shall not prohibit offices used in connection with the operation of a retail business);

(jj) Unit 3 shall not be used for any restaurant or food service purposes; and

(kk) No full-service, sit-down restaurant shall be located within two hundred (200') feet of Unit 7.

Section 2. Exclusive Uses. Each of the following exclusive uses ("Exclusive Uses") is created for the benefit of an owner or occupant of one of the Units in the Condominium, their permitted sub-lessees, and their successors and permitted assigns ("Benefitted Unit"). So long as: (i) the owner or occupant of the Benefitted Unit is using the Benefitted Unit for the Exclusive Use; or (ii) for a period of one hundred eighty (180) days after such use shall cease (not including any period of non-use due to the necessity of repair or replacement of the Benefitted Unit as a result of a casualty or condemnation or remodelling (for a period not to exceed ninety (90) days (365 days as to Unit 8 only)) or other cause beyond the reasonable control of the owner or occupant of the Benefitted Unit, which cause shall not include financial inability), except as hereinafter provided, no other owner or occupant of any other Unit in the Condominium ("Non-Benefitted Unit") shall use such other Unit for any Exclusive Use as follows:

(a) the display and retail sale or rental of books, books on tape, magazines and periodicals;

(b) the sale at retail of a variety of linens, domestics, home furnishings and bath accessories, including but not limited to, sheets, towels, bedspreads, comforters, pillows, pillow covers and shower curtains, as well as housewares, such as utensils, cookware, bakeware, dishes and china, glassware, kitchen and bathroom appliances, floor coverings and furniture, decorative accessories, closet and storage items, and shelving systems;

(c) the sale of food for off-premises consumption (other than a carryout restaurant or coffee bar), the sale of health and beauty aids, and the sale of prescription drugs;

(d) the sale, leasing, distribution or display of office supplies, including office furniture, office fixtures, office machines and equipment/electronics, computers, computer hardware;

(e) a restaurant, the primary business of which is the sale of hamburgers and hamburger products, and which restaurant uses a drive-through. For the purpose of this Exclusive Use, a restaurant has the aforesaid products as its primary business if fifteen (15%) percent or more of its gross sales exclusive of taxes, beverage and dairy product sales, consists of sales of hamburgers or hamburger products (or any combination thereof);

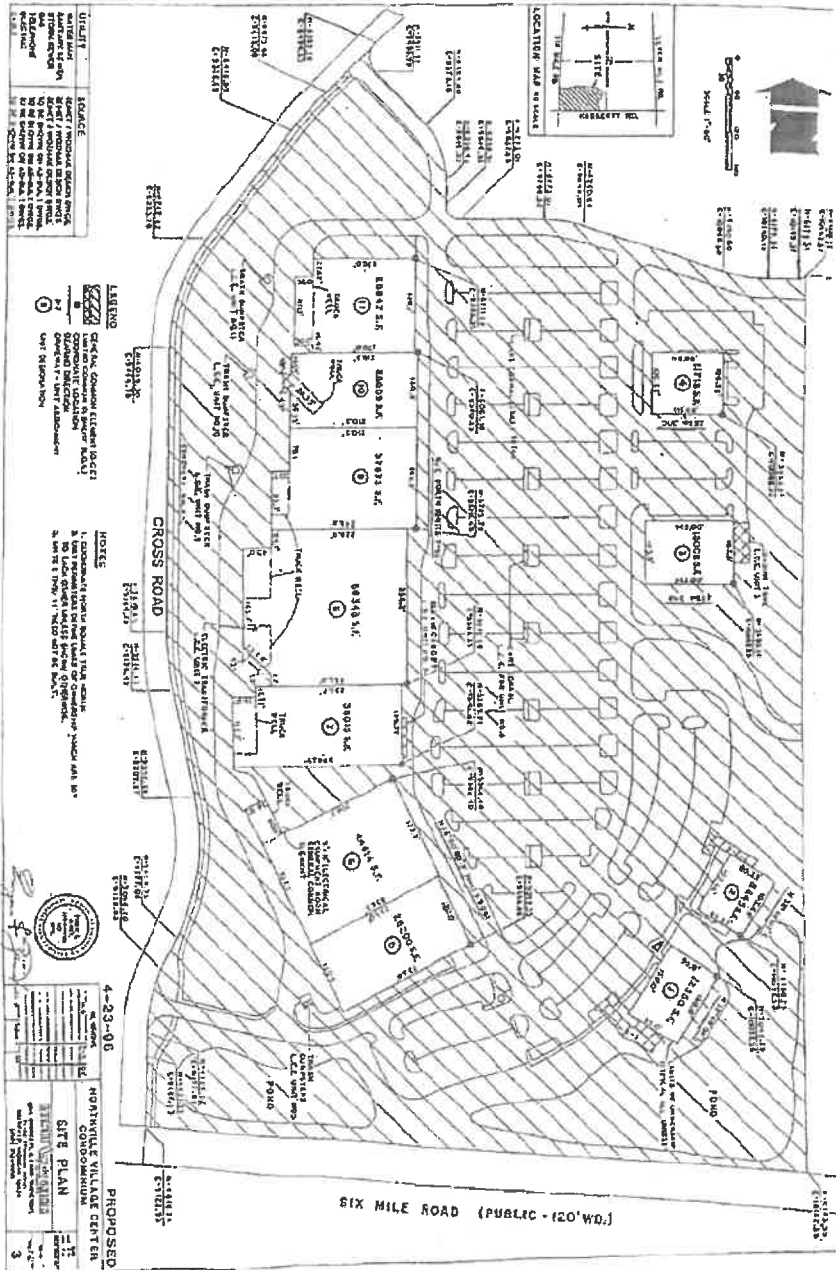
(f) the operation of a full-service dining restaurant which derives more than fifty (50%) percent of its gross revenues from the sale of prepared Italian food. For the purposes hereof, "gross revenues" shall exclude revenues received from the sale of alcoholic beverages. The provision of this subparagraph (f) shall not be applicable to Barnes & Noble Superstores, Inc., Bed Bath & Beyond of Northville, Inc., Borman's, Inc. and their successors, sublessees and assigns, or the Units owned by Office Depot, Inc., PETsMART, Inc. and Wendy's International, Inc., and their successors, assigns and tenants;

(g) the retail sale of pets (including, but not limited to, fish, birds, reptiles, dogs, cats, and other small mammals), pet grooming, veterinary, and other pet services, pet food, pet accessories, and other pet products. The provision of this subparagraph (g) shall not be applicable to Borman's, Inc. and their successors, sublessees and assigns;

(h) for a period of ten (10) years from the opening of a Mexican style restaurant on Unit 1 or until such restaurant shall cease to be a Mexican style restaurant, whichever shall first occur, a restaurant featuring or specializing in the sale of Mexican food. Featuring or specializing for the purpose of this subparagraph (h) shall mean that such items, as aforescribed, shall be identifiable as major menu items in terms of sales volume or public identification. The provisions of this subparagraph (h) shall not be applicable to Units 4, 7 and 11. The provisions of this subparagraph (h) shall not be applicable to Units 2, 5, 6 and 8 during the terms of leases entered into prior to March 25, 1996, and any extensions or renewals of such leases;

(i) the retail sale of children's toys, games and educational products. The provisions of this subparagraph (i) shall not apply to Units 4, 7 and 11. The provisions of this subparagraph (i) shall not apply to Units 2, 5, 6 and 8 during the terms of leases entered into prior to March 25, 1996, and any extensions or renewals of such leases;

(j) the sale, lease, service and supply of computers, computer software, computer tools, computer peripherals and components thereof. The provisions





Hyde Park

No part of the Shopping Center owned by Landlord on the Effective Date shall be used for the operation of a full-service dining steak restaurant (which may be high-end or casual) which serves more than twenty percent (20%) of its menu items as steak (the "Exclusive Use"). If Landlord should acquire Units 4, 7, 9 or 11 of the Condominium (the "Unowned Units"), then from and after the date any Unowned Unit is acquired by Landlord, Landlord shall not enter into a lease or agreement for such Unowned Unit which permits such Unowned Unit to be used for the Exclusive Use.

## PROHIBITED USES

1. Any use involving the sale of gasoline or diesel fuel or other petroleum products, or use as an automobile or truck service station or cleaning or repair establishment, including car washes, detailing shops and fire stores.
2. Any trailer or truck rental establishment.
3. Any warehouse, assembly, manufacture, distillation (other than in connection with the operation of a so called "microbrewery" manufacturing limited quantities of beer or other spirits for on-site sale and consumption on its restaurant/bar operation) or similar use.
4. Any dumping, incineration or disposing of trash (the foregoing is not intended to prohibit the placement of trash in dumpsters from which such trash is regularly removed).
5. Any "second hand" store, surplus or unclaimed merchandise store, pawn shop, flea market, thrift shop or other store specializing in the sale of deeply discounted items.
6. Any living quarters, sleeping apartments, lodging rooms or residential use of any kind.
7. Any mortuary or funeral home.
8. Any church, temple, chapel or other place of religious worship; any auditorium, library, meeting hall, bingo hall or other place of assembly.
9. Any massage parlor; any psychic, fortune teller, card reader or similar establishment; or any so-called "strip-club" or "gentlemen's club" or other similar operation.
10. Any casino, gambling hall, off track betting facility or gambling operation (provided this restriction shall not prohibit incidental sales of lottery tickets).
11. Any adult bookstore, pornography shop or other facility specializing in or exhibiting pornographic material (defined as stores with five percent (5%) or more of their inventory that is not available for sale or rental to children under sixteen (16) years of age where such inventory explicitly deals with or depicts human sexuality).
12. Any training or educational facility, including, without limitation, a beauty school, barber college, reading room or other facility catering primarily to students or trainees rather than customers; however, a facility containing five thousand (5,000) square feet or less of floor area, specializing in tutoring children (such as Sylvan Learning Centers and Kumon) shall be permitted.
13. Any food depository, food pantry, half-way house, homeless shelter or other similar use.
14. Any offices for political parties or candidates, groups or person(s) espousing political causes and/or social causes or "advocacy" groups.

15. Any veterinarian office, animal hospital, kennel or animal shelter or other establishment that sells, keeps or boards animals, except that stores in excess of ten thousand (10,000) square feet of floor area primarily selling pet products (such as Petco and PetSmart) may provide on-site veterinary services.
16. Any jail, penal, detention or correctional institution.
17. A bar or nightclub, unless it is an incidental part of a restaurant.
18. Any so called "head shop" or similar facility selling or otherwise providing drug-related paraphernalia, including medical or otherwise legal marijuana dispensaries.
19. Any place where tattoos and/or body piercings are performed or displayed.
20. A facility whose primary business is check cashing and/or providing so called "pay day" loans.
21. A facility whose primary business is the sale of tobacco and/or tobacco-related products, including electronic cigarettes or other vapor-producing devices.
22. Any circus, carnival, amusement rides, video game arcade, skating rink, bowling alley or other entertainment venue.
23. A grocery store or convenience store.
24. Any medical, dental or chiropractic office or clinic of any kind.
25. A gun shop or shooting range; however, the foregoing is not intended to prohibit national sporting goods stores containing at least thirty thousand (30,000) square feet of floor area selling a wide range of sporting goods that include the foregoing as part of their standard retail format (such as Bass Pro Shops, Cabela's and Gander Mountain).
26. A store selling alcoholic beverages for off-premises consumption, except that a wine boutique that offers wine and beer (but not other alcoholic beverages) for sale for both on-premises and off-premises consumption (such as Wine Styles) shall be permitted.
27. Any drive-through restaurant or other drive-through operation.
28. Governmental offices, including, but not limited to, offices for motor vehicle registration and/or inspection, unemployment and license/tag renewals.
29. A health club or fitness center.

## EXHIBIT "C"

### GUARANTY

The undersigned (hereinafter referred to as "Guarantor"), in consideration of the leasing of the Demised Premises described in that certain Lease (hereinafter referred to as the "Lease"), dated as of the \_\_\_\_ day of July, 2022 by and between **NORTHVILLE RETAIL CENTER JOINT VENTURE, L.L.C.**, a Michigan limited liability company, whose address is 28470 Thirteen Mile Road, Suite 220, Farmington Hills, Michigan 48334, hereinafter referred to as Landlord, and **THE HUDSON CAFE NV LLC**, a Michigan limited liability company, whose address is 1241 Woodward Avenue, Detroit, Michigan 48226, hereinafter referred to as Tenant, does hereby covenant and agree as follows:

(a) Guarantor hereby unconditionally guarantees the full, faithful and timely payment and performance by Tenant of all of the payments, covenants and obligations of Tenant under or pursuant to the Lease. If Tenant shall default at any time during the term of the Lease 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 Guarantor, at its expense, shall on demand of Landlord, fully and promptly, and well and truly, pay all rent, sums, costs and charges to be paid by Tenant and perform all the other covenants and obligations to be performed by Tenant under or pursuant to the Lease, and in addition shall on Landlord's demand pay to Landlord any and all sums due to Landlord, including (without limitation) all interest on past due obligations of Tenant, costs advanced by Landlord and damages and all expenses (including reasonable attorneys' fees and litigation costs), that may arise in consequence of Tenant's default thereof. Guarantor hereby waives all requirements of notice of acceptance of this Guaranty and all requirements of notice of breach or nonperformance by Tenant.

(b) The obligations of Guarantor hereunder are independent of, and may exceed, the obligations of Tenant. A separate action or actions may, at Landlord's option, be brought and prosecuted against Guarantor, whether or not any action is first or subsequently brought against Tenant, or whether or not Tenant is joined in any such action, and Guarantor may be joined in any action or proceeding commenced by Landlord against Tenant arising out of, in connection with or based upon the Lease. Guarantor waives any right to require Landlord to proceed against Tenant or pursue any other remedy in Landlord's power whatsoever, any right to complain of delay in the enforcement of Landlord's rights under the Lease, and any demand by Landlord and/or prior action by Landlord of any nature whatsoever against Tenant, or otherwise.

(c) This Guaranty shall remain and continue in full force and effect and shall not be discharged in whole or in part notwithstanding (whether prior or subsequent to the execution hereof) any alteration, renewal, extension, modification, amendment or assignment of, or subletting, concession, franchising, or licensing under, the Lease. Guarantor hereby waives notices of any of the foregoing and agrees that the liability of Guarantor hereunder shall be based upon the obligations of Tenant set forth in the Lease as the same may be altered, renewed, extended, modified, amended or assigned. For the purpose of this Guaranty and the obligations and liabilities of Guarantor hereunder, "Tenant" shall be deemed to include any and all concessionaires, licensees, franchisees, department

operations, assignees, subtenants, or others directly or indirectly operating or conducting a business in or from the Demised Premises as fully as if any of the same were the named Tenant under the Lease.

(d) Guarantor's obligations hereunder shall remain fully binding although Landlord may have waived one or more defaults by Tenant, extended the time of performance by Tenant, released, returned or misapplied other collateral at any time given as security for Tenant's obligations (including other guaranties) and/or released Tenant from the performance of its obligations under the Lease.

(e) This Guaranty shall remain in full force and effect notwithstanding the institution by or against Tenant, of bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature, or the disaffirmance of the Lease in any such proceedings or otherwise.

(f) This Guaranty shall be applicable to and binding upon the heirs, executors, administrators, representatives, successors and assigns of Landlord, Tenant and Guarantor. Landlord may, without notice, assign this Guaranty in whole or in part.

(g) In the event that Landlord institutes any suit against Guarantor for violation of or to enforce any of the covenants or conditions of this Guaranty or to enforce any right of Landlord hereunder, or should Guarantor institute any suit against Landlord arising out of or in connection with this Guaranty, or should either party institute a suit against the other for a declaration of rights hereunder, or should either party intervene in any suit in which the other is a party to enforce or protect its interest or rights hereunder, the prevailing party in any such suit shall be entitled to the fees of its attorney(s) in the reasonable amount thereof, to be determined by the court and taxed as a part of the costs therein.

(h) This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Michigan.

(i) The execution of this Guaranty prior to execution of the Lease shall not invalidate this Guaranty or lessen the obligations of Guarantor hereunder.

(j) If this Guaranty is signed by more than one party, their obligations shall be joint and several, and the release of any one Guarantor shall not release the other guarantor.

(k) Neuter terms should also refer, where applicable, to the feminine gender and the masculine gender; the singular reference shall also include the plural of any word if the context so requires. Capitalized terms not otherwise defined in this Guaranty shall have the meaning given to them in the Lease.

(l) Provided Tenant has not been in default (beyond applicable notice and cure) at any date prior to the fifth anniversary of the Rent Commencement Date (the "Transition Date"), the undersigned's liability hereunder shall be limited to (i) payment of the minimum rent payable pursuant to the Lease and the charges payable pursuant to Sections 10 and 11 of the Lease with respect to the eighteen (18) month period commencing on the later to occur of the Transition Date or the date of the earliest default which the undersigned is required to cure pursuant to this Guaranty

("Earliest Default Date"), without reference to or reduction because of any sums paid by Tenant subsequent to the Earliest Default Date; and (ii) any and all attorney's fees and litigation costs reasonably incurred by Landlord in enforcing Landlord's rights or the obligations of Tenant or Guarantor under the Lease or under this Guaranty. The foregoing limitation of liability shall not apply to claims arising or accruing prior to the Transition Date.

**IN WITNESS WHEREOF**, Guarantor has caused this Guaranty to be executed and sealed the day and year set forth below.

Tck-Adams Foods, LLC

By: \_\_\_\_\_

Thomas Teknos

Its: Member

TAB 6

6

**STARK REAGAN**  
A PROFESSIONAL CORPORATION  
ATTORNEYS AND COUNSELLORS  
WWW.STARKREAGAN.COM

Peter L. Arvant  
Extension: 241  
parvant@starkreagan.com

TROY OFFICE

SUITE 202  
1111 WEST LONG LAKE  
TROY, MICHIGAN 48068-6310  
TELEPHONE (248) 641-9955  
FACSIMILE (248) 641-9921

August 3, 2022

ESTERO OFFICE

19951 CHAPEL TRACE  
ESTERO, FLORIDA 33928  
TELEPHONE (239) 405-7559

*Via Email [rlundberg@twp.northville.mi.us](mailto:rlundberg@twp.northville.mi.us)*

Roger Lundberg, Township Clerk  
Charter Township of Northville  
44405 Six Mile Road  
Northville, MI 48168

***Re: Thomas Teknos, Liquor License Application; Personal Reference***

Mr. Lundberg:

I am an equity partner for the law firm of Stark Reagan, PC, which has been representing businesses in southeast Michigan for more than 50 years, making it one of Metro Detroit's longest continuously practicing law firms. I have been a partner at Stark Reagan for over 20 years, specializing in business and commercial law. I have personally represented Thomas Teknos and his businesses for well over 10 years. More vitally, I have known Tom and his family since childhood, making me qualified to comment not only on Tom's business practices, but also about the type of person he is. I am happy to provide the following reference and information.

Thomas Teknos has opened, owned, and operated five restaurants throughout the Metro Detroit area over the last 10 years. Tom's restaurants have operated a robust business, serving thousands of clientele and employing dozens of people over the years. Tom has managed these operations with a hands-on approach to everything from customer service in the "front of the house" to maintaining smooth operations in the "back of the house" (accounting, supply management, food operations). Tom's restaurants have never had any negative alcohol-related incidents and have never had any complaints filed against them from neighboring businesses or residents. Tom's restaurants are clean, comply with all local and state licensing, pass all health and cleanliness inspections, and most importantly, serve delicious breakfast and lunch in a fun, buoyant atmosphere. Tom's staff is also loyal to him, with many waitstaff working at his restaurants for years. I believe this is an indication of the healthy and safe workplace that Tom demands.

Doing all of this, while also operating profitably, is not a fluke. It is Tom's proven track record. I applaud Tom for his hard work in accomplishing that.

At a personal level, Tom is a warm, generous, and charitable person. I have no hesitance or equivocation in recommending that the City of Northville approve Tom Teknos's application,



**STARK REAGAN**

AUGUST 3, 2022

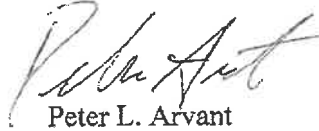
PAGE 2 OF 2

and I hope that the City will do so. Tom's restaurant will be an asset to the City, business community, and residents.

If you have any questions or need any additional information, feel free to contact me directly.

Very truly yours,

**STARK REAGAN**

A handwritten signature in cursive script, appearing to read "Peter L. Arvant".

Peter L. Arvant

PLA/jf

cc: Thomas Teknos (*via email only*)

6189-1.ltr

# SYSCO MICHIGAN

---

Matt Yardley matt.yardley@sysco.com

August 2, 2022

To whom it may concern,

I am writing this recommendation in reference to Tom Teknos, who I have worked with for 11 years via a business relationship between Hudson Café and Sysco. Over the years that we worked together, it has become clear to me that Tom treats his employees with respect, while upholding the highest standards of ethics and employee care. Tom's employees truly enjoy working with him as he is a leader with integrity and leads by example. He is a pragmatic thinker & enjoys seeing his people develop & grow. I have no doubt that he will continue to excel in his future endeavors as he grows his restaurant business. Tom thinks of his customers & employees first, and that, to me, is the type of owner/operator we need as we grow and develop people in the foodservice space.

If you need any additional information, feel free to contact me at 734-968-8407 or by email.

Sincerely,

Matt Yardley

Vice President of Sales - Sysco Michigan

TAB 7

1  
7

# THE HUDSON CAFÉ NV LLC

17101 Haggerty Road  
Northville, MI 48167

August 2, 2022

## VIA HAND DELIVERY ONLY

Mr. Roger Lundberg  
Township Clerk  
44405 Six Mile Road  
Northville, MI 48168

**Re: THE HUDSON CAFÉ NV LLC, 17101 HAGGERTY ROAD, NORTHVILLE, MI 48167**

Dear Mr. Lundberg:

I write this letter to you, as the sole member of and on behalf of The Hudson Café NV LLC for our request for a Class C Liquor License. The Hudson Café NV LLC is an upscale brunch restaurant located at 17101 Haggerty Road, Northville, MI 48167 (the former Applebee's). I am a long-time resident of the Metro Detroit area and successfully own and operate The Hudson Café in Downtown Detroit, as well as The Jagged Fork's located in Grosse Pointe Farms, Lathrup Village, Rochester Hills and Ann Arbor. All of the restaurants above have MLCC-issued Class Licenses.

With the approval of the Class C Liquor License, The Hudson Café NV LLC plans to provide the community with a well-crafted line of brunch beverages, including mimosas, Irish Coffee and bloody mary drinks to serve alongside our creative pancake options, skilletts, other superb breakfast dishes, plus sandwiches and salads.

Our local brunch restaurants all strive to run an exceptional business, both operationally and financially, while maintaining the feel of a small restaurant.

I would like to emphasize the following points:

- The Hudson Café NV LLC is a unique business, which with the addition of a liquor license will offer something no one else is offering in the Township of Northville;
- I have signed a 15-year lease with 3 renewals of 5 years each (for a total of 30 years);
- We have been successful at multiple locations with over a decade of success; and,
- I plan to employ 20-25 fulltime employees at the new location.

As a member of these family-owned businesses in Metro Detroit, we hope to ~~provide~~ provide the community with this opportunity to advance our menu. We believe that a locally run

Page 2 of 2

restaurant, like ours, would thrive in the Township of Northville with the approval to sell alcohol. I believe this will be an excellent opportunity for The Hudson Café NV LLC to enhance the community and its residents.

Thank you for your consideration to this matter. If you have any questions or concerns, please feel free to contact my office at your convenience.

Very truly yours,

*Thomas Teknos*

TAB 8



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

#### Part 1 - Applicant Information

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

Applicant name(s): HUDSON CAFE NV LLC	
Address to be licensed: 17101 HAGGERTY ROAD	
City: NORTHVILLE	Zip Code: 48167
City/township/village where license will be issued: NORTHVILLE	County: WAYNE
Federal Employer Identification Number (FEIN): <span style="background-color: black; color: black;">XXXXXXXXXX</span>	

- |  |                                      |                                     |                                    |
|--|--------------------------------------|-------------------------------------|------------------------------------|
| 1. Are you requesting a new license?   | <input checked="" type="radio"/> Yes | <input type="radio"/> No            | <i>Leave Blank - MLCC Use Only</i> |
| 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 type="radio"/> Yes            | <input checked="" 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            |                                    |

#### Part 2 - License Transfer Information (If Applicable)

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

Current licensee(s):	
Current licensed address:	
City:	Zip Code:
City/township/village where license is issued:	County:

#### Part 3 - Licenses, Permits, and Permissions

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

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

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

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

Inspection Fees:	\$70.00	License & Permit Fees:	\$850.00	<b>TOTAL FEES:</b>	<b>\$920.00</b>
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**Schedule A - Licenses, Permits, & Permissions**

Applicant name: HUDSON CAFE NV, LLC

On-Premises License Type:	Base Fee:	Fee Code MLCC Use Only
New Transfer		
<input type="checkbox"/> <input type="checkbox"/> B-Hotel License	\$600.00	
Number of guest rooms: _____		
<input type="checkbox"/> <input type="checkbox"/> A-Hotel License	\$250.00	
Number of guest rooms: _____		
<input checked="" type="checkbox"/> <input type="checkbox"/> Class C License	\$600.00	4012
<input type="checkbox"/> <input type="checkbox"/> Tavern License	\$250.00	
<input type="checkbox"/> <input type="checkbox"/> Resort License	Upon Licensure	
<input type="checkbox"/> <input type="checkbox"/> DDA/Redevelopment License	Upon Licensure	
<input type="checkbox"/> <input type="checkbox"/> Brewpub License	\$100.00	
<input type="checkbox"/> <input type="checkbox"/> G-1 License	\$1,000.00	
<input type="checkbox"/> <input type="checkbox"/> G-2 License	\$500.00	
<input type="checkbox"/> <input type="checkbox"/> Aircraft License	\$600.00	
<input type="checkbox"/> <input type="checkbox"/> Watercraft License	\$100.00	
<input type="checkbox"/> <input type="checkbox"/> Train License	\$100.00	
<input type="checkbox"/> <input type="checkbox"/> Continuing Care Retirement Center License	\$600.00	
<input type="checkbox"/> MCL 436.1545(1)(b)(i) <input type="checkbox"/> MCL 436.1545(1)(b)(ii)		

*B-Hotel or Class C Licenses Only:*

<input checked="" type="checkbox"/> <input type="checkbox"/> Additional Bar(s)	\$350.00	4012
Number of Additional Bars: <u>1</u>		

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

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

**Inspection, License, Permit, & Permission Fee Calculation**

Number of Licenses: <u>1</u> x \$70.00 Inspection Fee	
Total Inspection Fee(s): Fee Code: 4036	\$70.00
Total License Fee(s):	\$600.00
Total Permit Fee(s):	\$752.50
<b>TOTAL FEES DUE:</b>	<b>\$1,422.50</b>

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

Make checks payable to **State of Michigan**

On-Premises Permits:	Base Fee:	Fee Code MLCC Use Only
<input checked="" type="checkbox"/> Sunday Sales Permit (AM)*	\$160.00	4033
<input checked="" type="checkbox"/> Sunday Sales Permit (PM)**	\$142.50	4032
<input checked="" type="checkbox"/> Catering Permit	\$100.00	4031
<input type="checkbox"/> Social District Permit	\$250.00	
<input type="checkbox"/> Banquet Facility Permit - Complete <u>Form LCC-200</u>		

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

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

Activity requested: \_\_\_\_\_

Days/Hours requested: \_\_\_\_\_

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

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

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

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

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

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



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

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301.

For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: Thomas Teknos			
Home address: [REDACTED]			
City: [REDACTED]		State: MI	Zip Code: [REDACTED]
Business Phone: [REDACTED]	Cell Phone:	Email: hellasfoods@yahoo.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			
244715 & chain locations of: 242630, 0268152, 249707, 0265728			
Do you hold 10% or more interest in the applicant entity? <input checked="" type="radio"/> Yes <input type="radio"/> No			
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed <u>Livescan Fingerprint Background Request (LCC-105)</u> with your application.			

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

Date of Birth: [REDACTED]	Social Security Number: [REDACTED]	Driver's License Number: [REDACTED]	
Are you a citizen of the United States of America? <input checked="" type="radio"/> Yes <input type="radio"/> No			
Have you ever legally changed your name? <input type="radio"/> Yes <input checked="" type="radio"/> No			
If you answered "yes", please list your prior name(s) (including maiden): N/A			
Spouse's full name (if currently married): [REDACTED]			
Spouse's date of birth: [REDACTED]	Is your spouse a citizen of the United States of America? <input checked="" type="radio"/> Yes <input type="radio"/> No		
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? <input type="radio"/> Yes <input checked="" type="radio"/> No			
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? <input type="radio"/> Yes <input checked="" 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 checked="" type="radio"/> No			
Date	City/State	Charge	Disposition

**Part 5c - Signature**

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

Thomas Teknos, Member

Print Name Signature Date



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 on Card: \_\_\_\_\_

Payment Amount: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Card Number: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Check One:

Phone: \_\_\_\_\_

MasterCard Visa Discover

Email: \_\_\_\_\_

Security Code/CVV Code: \_\_\_\_\_

Applicant/Licensee Name: \_\_\_\_\_ Request or Business ID #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

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:

Table with 3 columns: Fee Type, Fee Amount, MLCC Fee Code. Rows include Inspection Fee(s), Special License Fee(s), Temporary Authorization Fee, License Renewal Fee(s), Manufacturer License(s), Wholesaler License(s), New Retailer License(s), Transfer Retailer License(s), Conditional License, New Add Bar / Transfer Add Bar, Sunday Sales Permit (AM/PM), and Catering Permit.

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.



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

Business ID: \_\_\_\_\_

Request ID: \_\_\_\_\_

(For MLCC Use Only)

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

**Part 1 - Licensee Information**

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

Licensee name(s): HUDSON CAFE NV, LLC		
Address: 17101 HAGGERTY ROAD		
City: NORTHVILLE	State: MI	Zip Code: 48167

**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:
Thomas Teknos, [REDACTED]		

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




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

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

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

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


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

Name & Title: Thomas Teknos, [REDACTED]
Name & Title: _____
Name & Title: _____
Name & Title: _____
Name & Title: _____

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

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

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

Thomas Teknos, Member	_____	_____
Print Name of Applicant or Licensee & Title	Signature of Applicant or Licensee	Date

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



Michigan Department of Licensing and Regulatory Affairs  
 Liquor Control Commission (MLCC)  
 Toll Free: 866-813-0011 • [www.michigan.gov/lcc](http://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 \_\_\_\_\_ 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 \_\_\_\_\_  
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): \_\_\_\_\_  
(list specific licenses requested)

to be located at: \_\_\_\_\_

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 \_\_\_\_\_  
(regular or special) (date) (township, city, village)

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

**OPERATING AGREEMENT  
OF THE HUDSON CAFE NORTHVILLE, LLC  
A Michigan Limited Liability Company**

This Operating Agreement is made and adopted on June 8, 2022, by The Hudson Cafe NV, LLC, a Michigan limited liability company (the "Company") and Thomas Teknos, its sole member (the "Member").

**ARTICLE I  
ORGANIZATION AND MEMBERSHIP**

**1.1 Formation.** The Company has been organized as a Member-managed Michigan limited liability company by the filing of the Articles of Organization (the "Articles") as required by the Michigan Limited Liability Company Act, MCL 450.4101 et seq. (the "Act"). The Member is the only member of the Company.

**1.2 Name.** The name of the Company shall be as stated in the Articles, as amended. The Company may also conduct its business under one or more assumed names.

**1.3 Purpose.** The Company has been formed for the purpose or purposes enumerated in the Articles. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act.

**1.4 Duration.** The Company shall commence on the date of filing of the Articles with the Department of Licensing and Regulatory Affairs, Corporations, Securities, and Commercial Licensing Bureau, and shall continue in existence for the period fixed in the Articles or until the Company dissolves and its affairs are wound up in accordance with the Act or this Operating Agreement.

**1.5 Registered Office and Resident Agent.** The Registered Office and the Resident Agent of the Company shall be as designated in the initial or amended Articles. The Registered Office and the Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Act. If the Resident Agent resigns, the Company shall promptly appoint a successor.

**1.6 Sole Member.** The Member is the sole member of the Company. There are not any other members. The Member is the only person who has been admitted to the Company as a member and the Member is the only person who has and holds a membership interest in the Company. The Member, being the only member and having and holding the only membership interest in the Company, is the only person having rights in the Company, including but not limited to the only right to receive distributions and the only right to vote and participate in management.

**1.7 No Liability of Member for Acts, Debts, or Obligations.** Unless otherwise provided by law, the Member is not liable for the acts, debts, or obligations of the Company.

1.8 **Allocation of Profits and Losses; Distributions.** Any and all profits and losses for each fiscal year shall be allocated to the Member. Distributions may be made to the Member, in such amounts or forms and at such times, as determined by the Member unless otherwise provided by the Act.

1.9 **Assignment of Member's Interest—Distributions.** The Member shall be free to assign any part (but not the whole) of the Member's membership interest representing the distributions to which the Member would be entitled on such terms as the Member and such assignee may agree.

1.10 **Assignment of Member's Interest—Full Membership.** The Member shall be free to assign all or any part of the Member's interest representing the entire right to be a Member in the Company, on such terms as the Member and such assignee may agree, but only if those persons being or becoming members of the Company first enter into a multiple-member operating agreement that provides for voting rights, allocations of profit and loss, timing of distributions, designation of a tax matters partner, and other matters that are commonly addressed in a multiple-member operating agreement.

1.11 **Additional Members.** The Company may admit one (1) or more other persons as Members of the Company on such terms as the Company and such additional persons may agree, but only if the Member and those persons being or becoming members of the Company first enter into a multiple-member operating agreement that provides for voting rights, allocations of profit and loss, timing of distributions, designation of a tax matters partner, and other matters that are commonly addressed in a multiple-member operating agreement.

## ARTICLE II MANAGEMENT OF THE COMPANY

2.1 **Management.** The Company shall be managed solely by the Member, who may be known as and hold whatever title(s) the Member chooses, including the title of President.

2.2 **Unlimited and Unconditional Power and Authority of Member.** Any and all decisions and actions concerning the business and affairs of the Company shall be made solely by the Member without limitation. The Member has the sole power and authority, on behalf of the Company, to do all things necessary or convenient to carry out the Company's business and affairs, including the sole power and authority to (a) purchase, lease, or otherwise acquire any real or personal property from any source whatsoever, including the Member; (b) sell, convey, mortgage, grant a security interest in, pledge, lease, exchange, or otherwise dispose of or encumber any real or personal property; (c) open one or more depository accounts and make deposits into, write checks against, and make withdrawals against such accounts; (d) borrow money and incur liabilities and other obligations; (e) enter into any contract or agreement of any nature whatsoever; (f) execute any and all contracts, agreements, documents, and instruments of any nature whatsoever; (g) engage employees and agents and establish their respective duties and compensation; (h) obtain insurance covering the business and affairs of the Company and its property; (i) begin, prosecute, or defend any proceeding

brought by or against the Company; and (j) participate with others in partnerships, joint ventures, and other associations and strategic alliances. Again, any and all decisions and actions concerning the business and affairs of the Company shall be made solely by the Member without limitation.

**2.3 Third-Party Reliance.** Any person (including any financial institution or contracting party) who may deal with the Company or the Member on behalf of the Company shall be entitled, without liability and without any further inquiry or investigation whatsoever, to rely on the sole, exclusive, and unilateral power and authority of the Member to make any and all decisions and to take any and all actions with respect to the Company, and the decisions and actions of the Member shall be binding on and enforceable against the Company without exception.

### ARTICLE III ADMINISTRATIVE PROVISIONS

**3.1 Books and Records.** The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act. The Company's books and records shall be kept at the Company's Registered Office.

**3.2 Fiscal Year.** The Company's fiscal year shall be the calendar year.

**3.3 Amendment; Entire Agreement.** This Operating Agreement may be amended at any time by the Member, for any reason. This Operating Agreement, as may be amended, constitutes the entire agreement between the Member and the Company with respect to its subject matter.

### ARTICLE IV INDEMNIFICATION; EXCULPATION OF LIABILITY

**4.1 Indemnification; Exculpation of Liability.** The Company shall indemnify, defend, and hold the Member harmless from and against any losses, claims, costs, damages, and liabilities, including, without limitation, judgments, fines, amounts paid in settlement, and expenses (including, without limitation, attorney fees and expenses, court costs, investigation costs, and litigation costs) incurred by the Member in any civil, criminal, or investigative proceeding in which he is involved or threatened to be involved by reason of the Member being a member of the Company. Moreover, the Member shall not have any liability for any breach of any duty established by Section 404 of the Act. However, the Company shall not be required to indemnify the Member for and the liability of the Member shall not be eliminated for (a) the receipt of a financial benefit to which the Member is not entitled; (b) liability under Section 308 of the Act; or (c) a knowing violation of law.



ARTICLE V  
DISSOLUTION AND WINDING UP

**5.1 Dissolution.** The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events only: (a) at any time specified in the Articles; (b) on the occurrence of any event specified in the Articles; or (c) the consent of the Member.

**5.2 Winding Up.** On dissolution, the Company shall cease carrying on its business and affairs and shall begin to wind them up. The Company shall complete the winding up as soon as practicable. On the winding up of the Company, its assets shall be distributed in a manner consistent with the Act.

This Operating Agreement is made and adopted by the Company and the Member as the sole Member of the Company, as of the day and year listed on the first page of this Operating Agreement.

**THE HUDSON CAFE NV, LLC**



\_\_\_\_\_  
**BY: THOMAS TEKNOS**

**Its: Sole Member**

**SOLE MEMBER:**



\_\_\_\_\_  
**THOMAS TEKNOS**



Form Revision Date 02/2017

### ARTICLES OF ORGANIZATION For use by DOMESTIC LIMITED LIABILITY COMPANY

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

#### Article I

The name of the limited liability company is:

THE HUDSON CAFE NV LLC

#### Article II

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

#### Article III

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

#### Article IV

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

1. Agent Name:

2. Street Address:

Apt/Suite/Other:

City:

State:

3. Registered Office Mailing Address:

P.O. Box or Street  
Address:

Apt/Suite/Other:

City:

State:

Signed this 8th Day of June, 2022 by the organizer(s):

Signature	Title	Title if "Other" was selected
	Organizer	

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

Decline  Accept

***MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS***  
***FILING ENDORSEMENT***

***This is to Certify that the*** ARTICLES OF ORGANIZATION

***for***

THE HUDSON CAFE NV LLC

***ID Number:*** 802870281

***received by electronic transmission on*** June 08, 2022 ***, is hereby endorsed.***

***Filed on*** June 10, 2022 ***, by the Administrator.***

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



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 10th day of June, 2022.***

*Linda Clegg*

***Linda Clegg, Director***  
***Corporations, Securities & Commercial Licensing Bureau***

**Board of Trustees  
Request for Action**

<b>Meeting Date:</b>	August 18, 2022
<b>Agenda Item:</b>	Request to Purchase Uninterrupted Power Supply and Approve Budget Amendment #2022-4
<b>Department:</b>	Police
<b>Support &amp; Background Information:</b>	<p>The public safety 800mhz radio system utilized by both Police and Fire departments currently does not have an uninterrupted power supply (UPS) connected to the power supply. As a result, when the building loses power or when there is a power blip the radio system goes offline and takes up to 5 min to fully re-boot if the system resets. In the interim personnel need to operate off portable handheld radios to communicate. We have a backup generator; however, it does not activate for several seconds. The UPS system provides power for those several seconds keeping power to the system uninterrupted and preventing the system failure and re-boot.</p> <p>The purchase of the UPS is an eligible use of federal forfeiture funds. As of July 31, 2022, the police department has \$637,647 in available forfeiture funds.</p> <p><i>Motorola is the prime vendor for the Michigan Public Safety Communications System (MPSCS). Which is the statewide network our radio system operates on. To ensure integrity of the system Motorola designs additional infrastructure that agencies add. Motorola is the sole provider of this service on this network.</i></p>
<b>Budget Impact:</b>	<p>Requesting to use money from our forfeiture account in the amount of \$27,272.</p> <p>In accordance with the Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies, local units shall not budget for anticipated receipts or anticipated spending of forfeiture funds. Therefore, a budget amendment in the amount of \$27,272 is required for this purchase. This will be an increase to the police department budget, GL #207-301-957.003.</p>
<b>Suggested Motion:</b>	<p>Approve the purchase and installation of the UPS unit from Motorola Solutions.</p> <p>Approve budget amendment #2022-4 in the amount of \$27,272 to allow for the purchase of the UPS with federal forfeiture funds.</p>
<b>BOT Comments/Questions:</b>	

Follow-up:	M/S	BOARD MEMBER	YES	NO
		Abbo		
		Lundberg		
		Rhines		
		Frush		
		Herrmann		
		Jankowski		
		Roosen		



Northville Township Police Department

ATTN: Elizabeth McCormick  
Communications System Coordinator / Data Analyst  
41600 Six Mile Road Northville, MI 48168  
Northville, MI 48168  
CUSTOMER NUMBER: 1000188971  
06.06.2022

MOTOROLA, INC  
Mark Blaser  
23399 Commerce Dr Suite B2,  
Farmington Hills, MI 48335  
440-865-4306

**QUOTE FOR UPS integration and installation.**

ITEM	MODEL NUMBER	UNIT PRICE	QTY	EXTENDED PRICE
	UPS integration and installation.			

\*\*\*\* This quote is for the Purchase and Installation of a UPS for Northville Township Police Dispatch.

\*\*\* Wire in the new ups as well as convert wiring for existing PDU and AC Edge to the UPS

\*\* 3000 va 208V UPS ( Eaton 9px3000grt)  
Price is inclusive of all Motorola Engineering & 3rd Party ( Newkirk Electric & Mobile Communications Service Livonia) services and fees.

\* 2-YEAR FACTORY WARRANTY  
- 2 years  
- Parts, electronics and batteries coverage  
- Standard ground shipping  
- Technical support  
Customer will sign this quote to commission work at quoted price.  
Customer will be invoiced after UPS is installed and tested for functionality

*Mark Blaser*

6.6.2022

**Mark Blaser**

**DATE**

**\$ 27,272.00**

**MOTOROLA SOLUTIONS**

[mark.blaser@motorolasolutions.com](mailto:mark.blaser@motorolasolutions.com)

Elizabeth McCormick

DATE

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index ([https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex\\_midwest.htm](https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm)), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of



termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

#### **Section 15. COVENANT NOT TO EMPLOY**

Revised June 16, 2018

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

#### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

#### **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.



JENNIFER M. GRANHOLM  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET  
LANSING

**DTMB**  
Technology, Management & Budget  
KENNETH D. THEIS  
DIRECTOR

September 30, 2010

Director Victor Martin  
Lapeer County  
2332 Genesee Street  
Lapeer, MI 48446

Dear Mr. Martin:

This letter shall serve as the official document identifying the technology and vendor utilized for the Michigan Public Safety Communications System (MPSCS), also referred to as the State's 800 MHz radio system. The MPSCS is a Motorola Smartzone system and is Project 25 compliant. The infrastructure for this system is designed by and provided by Motorola. Motorola is the prime vendor for the MPSCS infrastructure that make up the "back-end" radio communications equipment providing "in-shelter" and "on-tower" radio communications equipment. To ensure integrity of the system and mitigate public safety user impacts, Motorola designs the additional infrastructure that agencies add/migrate to the MPSCS.

For non-infrastructure radio communications, referred to as subscriber units or radios, there are many vendors that provide Project 25 compliant radios that are functional on the MPSCS. The MPSCS tests and verifies vendors' P25 radios to ensure operational integrity of the system and ensure they are functional in all expected capacities of the radio vendor. Further information about the Michigan Public Safety Communications System is available at [www.michigan.gov/mpscs](http://www.michigan.gov/mpscs).

If there is any other information that you may need in reference to our vendors or product standards, please feel free to contact my office.

Sincerely,



Bradley Stoddard, Director  
Michigan Public Safety Communications System



JENNIFER M. GRANHOLM  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET  
LANSING

**DTMB**  
Technology, Management & Budget  
KENNETH D. THEIS  
DIRECTOR

September 30, 2010

Ms Vicki Wolbur  
Macomb County  
Emergency Management and Communications  
43565 Elizabeth Rd.  
Mt. Clemens, MI 48043

Dear Ms. Wolbur:

This letter shall serve as the official document identifying the technology and vendor utilized for the Michigan Public Safety Communications System (MPSCS), also referred to as the State's 800 MHz radio system. The MPSCS is a Motorola Smartzone system and is Project 25 compliant. The infrastructure for this system is designed by and provided by Motorola. Motorola is the prime vendor for the MPSCS infrastructure that make up the "back-end" radio communications equipment providing "in-shelter" and "on-tower" radio communications equipment. To ensure integrity of the system and mitigate public safety user impacts, Motorola designs the additional infrastructure that agencies add/migrate to the MPSCS.

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If there is any other information that you may need in reference to our vendors or product standards, please feel free to contact my office.

Sincerely,



Bradley Stoddard, Director  
Michigan Public Safety Communications System



JENNIFER M. GRANHOLM  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET  
LANSING



KENNETH D. THEIS  
DIRECTOR

September 30, 2010

Sgt. Jimmy Fawaz  
Sterling Heights Police Department  
40333 Dodge Park Rd.  
Sterling Heights, MI 48313

Dear Sgt. Jimmy Fawaz:

This letter shall serve as the official document identifying the technology and vendor utilized for the Michigan Public Safety Communications System (MPSCS), also referred to as the State's 800 MHz radio system. The MPSCS is a Motorola Smartzone system and is Project 25 compliant. The infrastructure for this system is designed by and provided by Motorola. Motorola is the prime vendor for the MPSCS infrastructure that make up the "back-end" radio communications equipment providing "in-shelter" and "on-tower" radio communications equipment. To ensure integrity of the system and mitigate public safety user impacts, Motorola designs the additional infrastructure that agencies add/migrate to the MPSCS.

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If there is any other information that you may need in reference to our vendors or product standards, please feel free to contact my office.

Sincerely,



Bradley Stoddard, Director  
Michigan Public Safety Communications System

<b>Board of Trustees Request for Action</b>				
<b>Meeting Date:</b>	August 18, 2022			
<b>Agenda Item:</b>	<b>Request to Approve Payment of the Senior Alliance FY 2022 Community Match</b>			
<b>Department:</b>	Supervisor			
<b>Support &amp; Background Information:</b>	The Township has partnered with The Senior Alliance in providing a connection point for aging services and resources for over twenty years. A local match is required of the Township in order to continue this partnership and fund the services that the Alliance provides to the Township's older population.			
<b>Budget Impact:</b>	The Township has appropriated funds within its General Fund budget to cover this cost. No additional budget adjustments are necessary.			
<b>Suggested Motion:</b>	Motion to approve the payment of the annual local match to the Senior Alliance for community-based services provided to residents in Northville Township in the amount of \$1,683.00.			
<b>BOT Comments/Questions:</b>				
<b>Follow-up:</b>	<b>M/S</b>	<b>BOARD MEMBER</b>	<b>YES</b>	<b>NO</b>
		Abbo		
		Lundberg		
		Rhines		
		Frush		
		Herrmann		
		Jankowski		
		Roosen		

March 23, 2022

The Honorable Mark Abbo  
Northville Township  
44405 Six Mile Road  
Northville, MI 48168

Dear Supervisor Abbo,

In 2022 The Senior Alliance will celebrate its forty-second year of service as your Area Agency on Aging. We are proud to be the connection point to aging services and resources for the one million residents of southern and western Wayne County.

Older adults in your community are eligible for, and many have received, agency-funded services such as: Care Management, Personal Care, Homemaking, Respite Care, Legal Assistance, Home-Delivered Meals, Congregate Meals, Adult Day Care, Information & Assistance resources, Transportation, Medicare & Medicaid enrollment assistance, and MI Choice Waiver services.

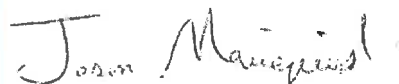
As your state designated Area Agency on Aging, we request an annual local community match contribution from each municipality in our planning and service area. The Senior Alliance understands that Northville Township and other municipalities have to make thoughtful funding decisions. Your match helps us deliver needed services to 240,000 adults age 60 and over in our service area - including many who are of lower income and experience social isolation. On average, communities realize services from The Senior Alliance at a rate that is more than 150 times their community match amount.

Please note the enclosed invoice for \$1,683.00, indicating Northville Township's 2022 local community match amount. This amount is based on historical census data. Payment of the 2022 local community match is appreciated by April 30, 2022. Please contact David Horvath, Accounting Manager, if you have any questions, at 734-776-0195.

*Please note that in 2023 our local community match amounts will be recalculated based on data from the 2020 U.S. Census.*

Let us know if you need additional information and many thanks for your continued support.

Sincerely,



Jason Maciejewski, CEO  
The Senior Alliance

# THE SENIOR ALLIANCE

# INVOICE

PO Box 85570  
Westland, MI 48185  
Phone: (734) 722-2830

DATE: 3/23/2022  
INVOICE # TSA-2022-99  
FOR: Local Match Payment

**Bill To:**  
Supervisor Mark Abbo  
Northville Township  
44405 Six Mile Road  
Northville, Michigan 48168

DESCRIPTION	AMOUNT
FY 2022 Community Match for Area Agency on Aging	\$1,683.00
<b>TOTAL</b>	<b>\$1,683.00</b>

Make all checks payable to The Senior Alliance  
If you have any questions concerning invoice, please contact David Horvath at (734) 776-0195.

**THANK YOU FOR YOUR SUPPORT!**



<b>Board of Trustees Request for Action</b>					
<b>Meeting Date:</b>	<b>August 18, 2022</b>				
<b>Agenda Item:</b>	<b>Exemption to Purchasing Policy for Emergency Electrical Service Repair at Marv Gans Community Park (MGCP)</b>				
<b>Department:</b>	<b>Parks &amp; Recreation Services</b>				
<b>Support &amp; Background Information:</b>	<p>Overnight on July 11, 2022 a vandalism and theft incident occurred at Marv Gans Community Park, resulting in damage to the electrical service including the removal of underground wires and to the emergency shut-off box along with a DTE transformer. The rear (western) portion of the park including the irrigation, pumps, wells, lighting, hand dryers in the restroom building and the gate to the dog park did not have power. A similar vandalism incident occurred in 2021</p> <p>A quote was solicited for repairs in the amount of \$24,950 from Corby Energy, which was authorized on an emergency basis. Section IV(I) of the Township's procurement policy allows for the sealed bid requirements to be waived for emergency purposes. The waiver to the sealed bid process has been attached. Repairs included relocation of the emergency shut off to the inside of the building for better security. During construction, unforeseen routing of electrical conduit was discovered and required additional work of \$4,950 for a project total of \$29,900. RPS is also working with the ITaC Department to explore surveillance options for the area.</p> <p>A police report was filed and an insurance claim has been submitted to MMRMA. Reimbursement has been approved in full, less a \$1,000 deductible.</p>				
<b>Budget Impact:</b>	The emergency repair was paid for with park development funds within the Shared Services Fund 225. Per review of the budgeted activity within the shared services fund, a budget amendment is not deemed necessary at this time.				
<b>Suggested Motion:</b>	I move to authorize the exemption to the purchasing policy for the emergency repair of electrical service at Marv Gans Community Park in the amount of \$29,900.				
<b>BOT Comments/Questions:</b>					
<b>Follow-up:</b>		<b>M/S</b>	<b>BOARD MEMBER</b>	<b>YES</b>	<b>NO</b>
			<b>Abbo</b>		
			<b>Lundberg</b>		
			<b>Rhines</b>		
			<b>Frush</b>		
			<b>Herrmann</b>		
			<b>Jankowski</b>		
			<b>Roosen</b>		

# INVOICE

Corby Energy Services, Inc  
6001 Schooner  
Belleville, MI 48112  
(734) 547-9237

Invoice: C347123  
Invoice Date: 7/29/2022  
Purchase Order: N/A  
Work Order: N/A  
Contract No.: N/A  
WE Date: 7/30/2022

Charter Township of Northville  
ATTN: Nathan Reilly  
44405 Six Mile Rd  
Northville, MI 48168

Job: 04033-0-7881  
Re: Community Park

---

Replace (4) # 500 Copper THHN Feeders. Demo 600 volt Fusible Switch. Connect conduits, pull in new feeders. Replace MCB and grounding to code.	\$	24,950.00
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Please Remit To:

Corby Energy Services, Inc  
PO BOX 970  
BELLEVILLE, MI 48112-0970

Amount Billed \$ 24,950.00

Total Tax

---

PLEASE PAY FROM THIS INVOICE

Total \$ 24,950.00

TERMS: Net 30. Bills not paid in 30 days are subject to a 1 1/2% interest charge per month thereafter.

# INVOICE

Corby Energy Services, Inc  
6001 Schooner  
Belleville, MI 48112  
(734) 547-9237

Invoice: C347124  
Invoice Date: 7/29/2022  
Purchase Order: N/A  
Work Order: N/A  
Contract No.: N/A  
WE Date: 7/30/2022

Charter Township of Northville  
ATTN: Nathan Reilly  
44405 Six Mile Rd  
Northville, MI 48168

Job: 04033-0-7881  
Re: Community Park  
Additional Elect. Work

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## Additional Electrical Work

Locate and abandon approx. 80lf of 4" PVC conduit at pump building.	\$	4,950.00
Demo 10x10 concrete flag (replacement by others).		
Intercept 4" PVC conduit and route to pump house.		
Backfill excavated hole.		
Core 6" hole/exterior wall at pump house on 45 degree angle to conceal access to conduit.		
Re-work 4" PVC conduit on interior wall of pump house and tie into 400 amp panel.		

## Please Remit To:

Corby Energy Services, Inc  
PO BOX 970  
BELLEVILLE, MI 48112-0970

Amount Billed \$ 4,950.00

Total Tax

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PLEASE PAY FROM THIS INVOICE

Total \$ 4,950.00

TERMS: Net 30. Bills not paid in 30 days are subject to a 1 1/2% interest charge per month thereafter.

July 12, 2022

Charter Township of Northville

Attention: Nathan Reilly / Supervisor  
Cell: 245.508.5314 / Office: 248.305.2878  
[nreilly@twp.northville.mi.us](mailto:nreilly@twp.northville.mi.us)



**CES Job No. 4033-7881 / Northville Community Park**

**Corby Energy Services, Inc. proposes to complete the work described below, including, unless specifically indicated, all material, labor and equipment, for the prices indicated.**

<b><u>Description of Work:</u></b> Replace (4) # 500 Copper THHN Feeders Demo 600 Volt Fusible Switch Connect Conduits / Pull in New Feeders Replace MCB & Grounding to Code	<b>TOTAL: \$ 24,950.00</b>
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- Contact DTE for Protection @ Transformer # CFM3490
- Demo 400 Amp 480 Volt Fusible Disconnect @ Concrete Pedestal
- Demo 5x5 Concrete Pad / Remove offsite
- Dig up 4" Conduits – (1) To Transformer & (1) To Building
- Connect 4" Conduits / Providing (1) Continuous Conduit from Transformer to Building
- Provide & Install Mule Rope
- Pull in (4) New # 500 KCM Copper THHN Feeders from DECO Trans to MDP in Building
- Replace Existing 450 Amp Main CB With New 400 Amp Main CB - # Siemens HJXD63B400 400-amp 600 Volt 3 Pole CB (New CB is Properly sized for 500 KCM Feeders)
- Terminate New Cables in Existing MDP
- Provide New Grounding & Bonding to Code
- Back Fill around 4" Conduit
- Final Clean-Up & Restoration to be completed By "OTHERS"
- Cable installation @ Transformer to be completed under DECO protection
- Terminations and Metering @ Transformer to be completed by DECO

\*\*\*\*\* This Proposal is contingent of DECO Secondary Metering staying on existing Transformer  
\*\*\*\*\* NO permits are included with this proposal / Permits to be invoiced on a C/P Basis

**Terms:**

- o This proposal is good for 30 days and is contingent of crew availability
- o This quotation is subject to mutually agreeable contract terms and conditions, and will not be acknowledged without this proposal added as an attachment
- o No retainage will be held from CES by the general contractor/owner.
- o Terms: Net 30, Bills not paid in 30 days are subject to 1 ½ % per month (18% per year) service charge.

If you have questions you can contact me in the office at 734. 547.9237  
Thank you,



Mark McVicar  
Project Manager

Approval for Construction:



Printed Name & Title: Todd L. Mitchell / Project Manager

Date: 7/13/2022

**This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document it shall not be acknowledged without this accepted proposal as an attachment.**

July 29, 2022

Charter Township of Northville

Attention: Nathan Reilly / Supervisor  
Cell: 245.508.5314 / Office: 248.305.2878  
[nreilly@twp.northville.mi.us](mailto:nreilly@twp.northville.mi.us)



CES Job No. 4033-7881A / Northville Community Park

Corby Energy Services, Inc. proposes to complete the work described below, including, unless specifically indicated, all material, labor and equipment, for the prices indicated.

**Description of Work:**

**TOTAL: \$ 4,950.00**

**ADDITIONAL ELECTRICAL WORK**

- Locate & abandon approx. 80lf of 4" PVC Conduit @ Pump building
- Demo 10x10 Concrete Flag (Concrete Replacement By Others)
- Intercept 4" PVC Conduit & Route to Pump House
- Backfill Excavated Hole
- Core 6" Hole / Exterior wall @ Pump House on 45' Angle to conceal Access to conduit
- Re-Work 4" PVC Conduit on interior wall of Pump House & Tie Into 400 AMP Panel

**Terms:**

- This proposal is good for 30 days and is contingent of crew availability
- This quotation is subject to mutually agreeable contract terms and conditions, and will not be acknowledged without this proposal added as an attachment
- No retainage will be held from CES by the general contractor/owner.
- Terms: Net 30, Bills not paid in 30 days are subject to 1 ½ % per month (18% per year) service charge.

If you have questions you can contact me in the office at 734. 547.9237

Thank you,

Mark McVicar  
Project Manager

Approval for Construction: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document it shall not be acknowledged without this accepted proposal as an attachment.**



**Request for Waiver of Sealed Bid Process**

**APPROVAL OF:**

- Contract Extension 
  Cooperative Purchasing Agreement 
  Detrimental Effect 
  Emergency 
  Sole Source

Department: Parks and Recreation Total \$: 29,900

Description of Procurement: Repair to electrical cables and emergency shut off at MGCP.

Background: Vandalism occurred at MGCP, resulting in damage to the electrical service, including the removal of underground wires, and to the emergency shut-off box.

The damage resulted in loss of power to the irrigation pumps, wells, lighting, and dog park gate.

Contractor: Corby Energy

Basis for selection: Previous experience with vendor

**Department Approval**

Requestor (If applicable)	Signature	Date
Debra Bilbrey-Honsowetz	<i>Debra Bilbrey-Honsowetz</i>	August 9, 2022
Department Director	Signature	Date

**FOR PROCUREMENT USE ONLY:**

- CONTRACT EXTENSION:** Contract extensions may be granted when advantageous to the Township.
- COOPERATIVE PURCHASING AGREEMENT:** Advantageous agreement whereby the Township utilizes the procurement process of another government unit.
- DETRIMENTAL EFFECT:** Purchase whereby the Township would suffer a detrimental effect from a bidding delay.
- EMERGENCY PROCUREMENT:** Purchases that would protect the public's health, welfare or safety.
- SOLE SOURCE:** A sole source is applicable when only one vendor is qualified or suitable to provide the goods or services needed.

**ACKNOWLEDGEMENT OF:**

- APPROVAL  
 DENIAL (Reason) \_\_\_\_\_

Township Manager \_\_\_\_\_ Signature *[Signature]* Date 8/10/2022

Cc: Finance Director

7.A

**Board of Trustees  
Request for Action**

<b>Meeting Date:</b>	August 18, 2022
<b>Agenda Item:</b>	Ordinance correction
<b>Department:</b>	Public Safety
<b>Support &amp; Background Information:</b>	<p>The Property Maintenance Code of the Charter Township of Northville has a typo that needs to be corrected. Highlighted below.</p> <p>302.4 Weeds. All premises and the exterior of developed property, or undeveloped property within 150 feet of developed property, shall be maintained free from weeds or plant growth in excess of 10 inches. All noxious weeds shall be prohibited. "Weeds" shall be defined as all grasses, annual plants and vegetation, other than weeds or shrubs; provided, however, this term shall not include cultivated flowers and gardens.</p> <p>It should read as stated: "other than trees or shrubs"</p> <p>This has been reviewed by our township attorney Greg Demopoulos and this is his proposed correction.</p>
<b>Budget Impact:</b>	None
<b>Suggested Motion:</b>	Adopt the new corrected language.
<b>BOT Comments/Questions:</b>	



Follow-up:	M/S	BOARD MEMBER	YES	NO
		Abbo		
		Lundberg		
		Rhines		
		Frush		
		Herrmann		
		Jankowski		
		Roosen		

## **§ 58-18. Changes.**

Sections and subsections of the International Property Maintenance Code are changed as follows:

**101.1 Title.** These regulations shall be known as the Property Maintenance Code of the Charter Township of Northville, hereinafter referred to as "the code."

**102.3 Application of other codes.** Repairs, additions or alterations to a structure, or change of occupancy, shall be done in accordance with the procedures and provisions of the Michigan Building Code, Michigan Uniform Energy Code, Michigan Rehabilitation Code for Existing Buildings, Michigan Mechanical Code, and the Michigan Plumbing Code. Nothing in this code shall be construed to cancel, modify or set aside any provision of Chapter 170 of the Code of the Charter Township of Northville.

**103.5 Fees.** The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be those adopted by the Building Department.

**106.4 Violation penalties.** Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted in accordance with Article IX of Chapter 58 of the Code of the Charter Township of Northville.

**Section 111 Means of Appeal.** [Entire section deleted].

**112.4 Failure to comply.** Any person who shall continue any work after having been served with a stop-work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be prosecuted in accordance with Article IX of Chapter 58 of the Code of the Charter Township of Northville. **[Added 3-17-2011]**

**302.4 Weeds.** All premises and the exterior of developed property, or undeveloped property within 150 feet of developed property, shall be maintained free from weeds or plant growth in excess of 10 inches. All noxious weeds shall be prohibited. "Weeds" shall be defined as all grasses, annual plants and vegetation, other than weeds or shrubs; provided, however, this term shall not include cultivated flowers and gardens. Upon failure of owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the Charter Township of Northville. Upon failure to comply with the notice of violation, any authorized employee of the Charter Township of Northville or contractor hired by the Charter Township of Northville shall be authorized to enter upon the property in violation and cut and destroy weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

Charges for cutting or destroying weeds by the Charter Township of Northville shall constitute a lien on the property in violation. On or before October 1 of each year, the

Code Official shall submit to the Township Treasurer a certified statement of unpaid charges. The Township Treasurer shall place such charges on the next general tax role, and the same shall be collected as part of the general Township taxes.

**304.14 Insect screens.** During the period from April 1 to November 1, every door, window and other outside opening required for ventilation of habitual rooms, food preparation areas, food service areas or any areas where products to be included or utilized for food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

**Exception:** Screens shall not be required where other approved means, such as curtains or insect repellent fans, are employed.

**602.3 Heat supply.** Every owner and operator of any building that rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to occupants thereof shall supply heat at all times necessary to the dwelling areas to maintain a temperature of not less than 68° F. (20° C.) in all habitable rooms, bathrooms and toilet rooms.

**Exception:** When the outdoor temperature is below the winter outdoor design temperature, maintenance of the minimum room temperature shall not be required, provided that the heating system is operating at its full design capacity. The winter outdoor design temperature shall be as indicated in Appendix D of the International Plumbing Code.

**602.4 Occupiable work spaces.** Interior occupiable work spaces shall be supplied with heat at all times necessary to maintain a temperature of not less than 65° F. (18° C.) during the period the spaces are occupied.

**Exceptions:**

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

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# Check Registry

CHECK DISBURSEMENT REPORT FOR NORTHVILLE CHARTER TOWNSHIP  
CHECK DATE 07/02/2022 - 08/05/2022

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 General Fund							
Dept: 000 General							
07/08/2022	COMER	146740*	Rea & Sons Cement Co.	Permit Fee, First \$50,000	453.000	000	100.00
07/15/2022	COMER	146809	PELLA WINDOWS AND DOORS, INC.	Permit Fee, First \$50,000-Window Replac.	453.000	000	190.00
07/15/2022	COMER	146810	L. Levine Sons, Inc.	Backflow Preventer - Residential	456.000	000	25.00
07/15/2022	COMER	146813	Randazzo Mechanical	Mechanical Permits	452.000	000	60.00
07/29/2022	COMER	146976	Northgate Construction	Permit Fee, First \$50,000 - Roof Replac.	453.000	000	340.00
07/29/2022	COMER	146977	Power Home Solar, LLC	Electrical Permits	454.000	000	840.00
08/05/2022	COMER	147044*#	NATIONAL VISION ADMINISTRATORS	COBRA FRINGE BENEFITS	230.000	000	4.73
08/05/2022	COMER	147050*	NISHANIAN, ARA	Permit Fee, First \$50,000	453.000	000	250.00
07/11/2022	COMER	1664(E)*#	DELTA DENTAL PLAN	COBRA FRINGE BENEFITS	230.000	000	35.76
08/05/2022	COMER	1671(E)*#	MERS E-CHECK	MERS Pension Fund	231.001	000	2,926.44
Total For Dept: 000							4,771.93
Dept: 172 EXECUTIVE							
07/08/2022	COMER	146698	CAPITOL RELATIONS, LLC	Professional Services	827.000	172	6,000.00
07/08/2022	COMER	146699*#	CDW GOVERNMENT INC	Data processing	812.000	172	2.73
07/08/2022	COMER	146722	THE MIKE COX LAW FIRM, PLLC	LEGAL FEES	826.000	172	2,372.01
07/15/2022	COMER	146773	DTE ENERGY	STREET LIGHT ENERGY EXPENSE - PARK PLACE	970.010	172	223.11
				SAD STREET LITE ENERGY EXP - MAPLE HILLS	970.003	172	575.00
				SAD STREET LITE ENERGY EXP - BROOKLANE	970.005	172	460.00
				SAD STREET LITE ENERGY EXP - RAVINES	970.007	172	548.49
Check COMER 146773 Total for Fund 101 General Fund							1,806.60
07/15/2022	COMER	146793*#	KONICA MINOLTA	Equipment Maintenance	813.000	172	216.43
07/15/2022	COMER	146798	LYNNE MOSTELLER	Beautification Committee	890.000	172	149.53
07/15/2022	COMER	146825*#	US SIGNAL	Data processing	812.000	172	3.68
07/15/2022	COMER	146827*#	Varipro Benefit Administrators	Professional Services	827.000	172	6.95
07/15/2022	COMER	146828*#	VERIZON WIRELESS	Telephone	851.000	172	96.96
07/15/2022	COMER	146830#	WAYNE COUNTY	Traffic Signals - Northridge	970.011	172	105.02
07/22/2022	COMER	146838*#	AT&T	Telephone	851.000	172	139.43
07/22/2022	COMER	146859*#	HEALTH ALLIANCE PLAN	Insurance	716.000	172	1,464.90
07/22/2022	COMER	146908*#	WILLIAMS, WILLIAMS, RATTNER &	LEGAL FEES	826.000	172	4,453.61
07/29/2022	COMER	146947#	Cheryl McGuire	Board Minutes	711.000	172	250.00
07/29/2022	COMER	146949	MICHIGAN TOWNSHIPS ASSOCIATION	Literature Dues and Seminars	958.000	172	7,978.59
07/29/2022	COMER	146956*#	O'GUINNS LAWN & LANDSCAPING	Professional Services	827.000	172	275.00
07/29/2022	COMER	146991*#	STANDARD INSURANCE	Insurance	716.000	172	59.30
08/05/2022	COMER	147019	CAPITOL RELATIONS, LLC	Professional Services	827.000	172	6,000.00
08/05/2022	COMER	147020*#	CDW GOVERNMENT INC	Data processing	812.000	172	161.12
08/05/2022	COMER	147039	THE MIKE COX LAW FIRM, PLLC	LEGAL FEES	826.000	172	2,860.00

CHECK DISBURSEMENT REPORT FOR NORTHVILLE CHARTER TOWNSHIP  
CHECK DATE 07/02/2022 - 08/05/2022

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
08/05/2022	COMER	147044*#	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	172	20.91
08/05/2022	COMER	147068*#	US SIGNAL	Data processing	812.000	172	3.82
08/05/2022	COMER	147070#	WAYNE COUNTY	Traffic Signals - Northridge	970.011	172	105.02
07/05/2022	COMER	1663(E)*#	DELTA DENTAL PLAN	Insurance	716.000	172	35.88
07/11/2022	COMER	1664(E)*#	DELTA DENTAL PLAN	Insurance	716.000	172	36.66
07/15/2022	COMER	1666(A)*#	Corporate Payment Systems	Operating/Office Supplies	740.000	172	639.87
				Data processing	812.000	172	4.08
				Literature Dues and Seminars	958.000	172	14.99
							658.94
☐ Check COMER 1666(A) Total for Fund 101 General Fund							
07/18/2022	COMER	1668(E)*#	DELTA DENTAL PLAN	Insurance	716.000	172	13.02
07/25/2022	COMER	1669(E)*#	DELTA DENTAL PLAN	Insurance	716.000	172	54.33
08/01/2022	COMER	1670(E)*#	DELTA DENTAL PLAN	Insurance	716.000	172	50.47
08/05/2022	COMER	1671(E)*#	MERS E-CHECK	Pension	718.000	172	3,249.05
Total For Dept: 172							38,629.96
Dept: 191 FINANCE AND BUDGET							
07/08/2022	COMER	146699*#	CDW GOVERNMENT INC	Data processing	812.000	191	6.27
07/08/2022	COMER	146727#	ODP BUSINESS SOLUTIONS, LLC	Operating/Office Supplies	740.000	191	92.09
07/08/2022	COMER	146750*#	STAPLES CONTRACT & COMMERCIAL LLC	Operating/Office Supplies	740.000	191	73.40
07/15/2022	COMER	146776#	eFileCabinet, Inc	Data processing	812.000	191	3,063.99
07/15/2022	COMER	146784*#	Health Equity	Professional Services	827.000	191	2.70
07/15/2022	COMER	146793*#	KONICA MINOLTA	Equipment Maintenance	813.000	191	226.58
07/15/2022	COMER	146825*#	US SIGNAL	Data processing	812.000	191	8.46
07/15/2022	COMER	146827*#	Varipro Benefit Administrators	Professional Services	827.000	191	2.20
07/15/2022	COMER	146828*#	VERIZON WIRELESS	Telephone	851.000	191	47.14
07/22/2022	COMER	146838*#	AT&T	Telephone	851.000	191	318.30
07/22/2022	COMER	146846*#	CDW GOVERNMENT INC	Data processing	812.000	191	316.48
07/22/2022	COMER	146859*#	HEALTH ALLIANCE PLAN	Insurance	716.000	191	2,867.98
07/22/2022	COMER	146867	MICH. MUNICIPAL TREASURERS ASSOC.	Literature Dues and Seminars	958.000	191	359.00
07/22/2022	COMER	146907#	WHITLOCK BUSINESS SYSTEMS, INC	Operating/Office Supplies	740.000	191	387.57
07/29/2022	COMER	146921*#	Clear Rate Communications, Inc	Telephone	851.000	191	27.40
07/29/2022	COMER	146991*#	STANDARD INSURANCE	Insurance	716.000	191	162.41
07/29/2022	COMER	146993*#	STAPLES CONTRACT & COMMERCIAL LLC	Operating/Office Supplies	740.000	191	37.78
08/05/2022	COMER	147020*#	CDW GOVERNMENT INC	Data processing	812.000	191	370.57
08/05/2022	COMER	147044*#	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	191	24.72
08/05/2022	COMER	147068*#	US SIGNAL	Data processing	812.000	191	8.78
07/05/2022	COMER	1663(E)*#	DELTA DENTAL PLAN	Insurance	716.000	191	35.88
07/11/2022	COMER	1664(E)*#	DELTA DENTAL PLAN	Insurance	716.000	191	36.66



CHECK DISBURSEMENT REPORT FOR NORTHVILLE CHARTER TOWNSHIP  
CHECK DATE 07/02/2022 - 08/05/2022

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
07/15/2022	COMER	1666(A)*#	Corporate Payment Systems	Data processing	812.000	191	9.38
☑check COMER 1666(A) Total for Fund 101 General Fund				Literature Dues and Seminars	958.000	191	75.00
							84.38
07/18/2022	COMER	1668(E)*#	DELTA DENTAL PLAN	Insurance	716.000	191	13.02
07/25/2022	COMER	1669(E)*#	DELTA DENTAL PLAN	Insurance	716.000	191	54.33
08/01/2022	COMER	1670(E)*#	DELTA DENTAL PLAN	Insurance	716.000	191	50.47
08/05/2022	COMER	1671(E)*#	MERS E-CHECK	Pension	718.000	191	3,593.73
Total For Dept: 191							12,272.29
Dept: 215 CLERK							
07/08/2022	COMER	146699*#	CDW GOVERNMENT INC	Data processing	812.000	215	3.78
07/08/2022	COMER	146750*#	STAPLES CONTRACT & COMMERCIAL LLC	Operating/Office Supplies	740.000	215	148.98
07/15/2022	COMER	146776#	eFileCabinet, Inc	Data processing	812.000	215	6,800.00
07/15/2022	COMER	146784*#	Health Equity	Professional Services	827.000	215	2.70
07/15/2022	COMER	146793*#	KONICA MINOLTA	Equipment Maintenance	813.000	215	197.00
07/15/2022	COMER	146817*#	ITTER GIS	Data processing	812.000	215	79.43
07/15/2022	COMER	146825*#	US SIGNAL	Data processing	812.000	215	5.10
07/15/2022	COMER	146827*#	Variopro Benefit Administrators	Professional Services	827.000	215	13.90
07/15/2022	COMER	146828*#	VERIZON WIRELESS	Telephone	851.000	215	80.98
07/22/2022	COMER	146838*#	AT&T	Telephone	851.000	215	207.49
07/22/2022	COMER	146846*#	CDW GOVERNMENT INC	Data processing	812.000	215	496.52
07/22/2022	COMER	146859*#	HEALTH ALLIANCE PLAN	Insurance	716.000	215	5,328.54
07/29/2022	COMER	146921*#	Clear Rate Communications, Inc	Telephone	851.000	215	26.91
07/29/2022	COMER	146991*#	STANDARD INSURANCE	Insurance	716.000	215	127.73
08/05/2022	COMER	147020*#	CDW GOVERNMENT INC	Data processing	812.000	215	223.55
08/05/2022	COMER	147037*#	ALLERUS FINANCIAL	Pension - defined contribution	718.200	215	784.06
08/05/2022	COMER	147044*#	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	215	38.00
08/05/2022	COMER	147062*#	ITTER GIS	Data processing	812.000	215	79.43
08/05/2022	COMER	147068*#	US SIGNAL	Data processing	812.000	215	5.30
07/05/2022	COMER	1663(E)*#	DELTA DENTAL PLAN	Insurance	716.000	215	71.77
07/11/2022	COMER	1664(E)*#	DELTA DENTAL PLAN	Insurance	716.000	215	73.35
07/15/2022	COMER	1666(A)*#	Corporate Payment Systems	Data processing	812.000	215	5.66
☑check COMER 1666(A) Total for Fund 101 General Fund				Literature Dues and Seminars	958.000	215	1,069.20
							1,074.86
07/18/2022	COMER	1668(E)*#	DELTA DENTAL PLAN	Insurance	716.000	215	26.03
07/25/2022	COMER	1669(E)*#	DELTA DENTAL PLAN	Insurance	716.000	215	108.66
08/01/2022	COMER	1670(E)*#	DELTA DENTAL PLAN	Insurance	716.000	215	100.93
08/05/2022	COMER	1671(E)*#	MERS E-CHECK	Pension	718.000	215	1,014.96
Total For Dept: 215							17,119.96

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Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Dept: 228 Information Technology and Communication							
07/08/2022	COMER	146695	SHANNON BENNETT	Mileage	961.000	228	55.34
07/08/2022	COMER	146699**	CDW GOVERNMENT INC	Data processing	812.000	228	3.67
07/15/2022	COMER	146766**	CDW GOVERNMENT INC	Data processing	812.000	228	15.15
07/15/2022	COMER	146779**	EPIC GRAPHICS, LLC	Operating/Office Supplies	740.000	228	395.00
07/15/2022	COMER	146817**	RITTER GIS	Data processing	812.000	228	397.43
07/15/2022	COMER	146825**	US SIGNAL	Data processing	812.000	228	4.95
07/15/2022	COMER	146827**	Varipro Benefit Administrators	Professional Services	827.000	228	9.15
07/15/2022	COMER	146828**	VERIZON WIRELESS	Telephone	851.000	228	258.53
07/22/2022	COMER	146838**	AT&T	Telephone	851.000	228	189.44
07/22/2022	COMER	146840	AT&T	Cable Wi-Fi & TV	832.000	228	198.86
07/22/2022	COMER	146846**	CDW GOVERNMENT INC	Data processing	812.000	228	2,933.78
07/22/2022	COMER	146859**	HEALTH ALLIANCE PLAN	Insurance	716.000	228	4,585.78
07/22/2022	COMER	146869	N1 DISCOVERY, LLC	Data processing	812.000	228	9,950.00
07/29/2022	COMER	146921**	Clear Rate Communications, Inc	Telephone	851.000	228	81.71
07/29/2022	COMER	146936	GABBY IRIARTE	Mileage	961.000	228	39.26
07/29/2022	COMER	146991**	STANDARD INSURANCE	Insurance	716.000	228	235.31
08/05/2022	COMER	147016	SHANNON BENNETT	Mileage	961.000	228	30.13
08/05/2022	COMER	147020**	CDW GOVERNMENT INC	Data processing	812.000	228	1,639.57
08/05/2022	COMER	147044**	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	228	34.18
08/05/2022	COMER	147062**	RITTER GIS	Data processing	812.000	228	397.43
08/05/2022	COMER	147068**	US SIGNAL	Data processing	812.000	228	5.14
07/05/2022	COMER	1663(E)**	DELTA DENTAL PLAN	Insurance	716.000	228	107.65
07/11/2022	COMER	1664(E)**	DELTA DENTAL PLAN	Insurance	716.000	228	90.47
07/15/2022	COMER	1666(A)**	Corporate Payment Systems	Data processing	812.000	228	5.49
				Promotion	880.002	228	57.17
							62.66
Ⓜcheck COMER 1666(A) Total for Fund 101 General Fund							
07/18/2022	COMER	1668(E)**	DELTA DENTAL PLAN	Insurance	716.000	228	26.03
07/25/2022	COMER	1669(E)**	DELTA DENTAL PLAN	Insurance	716.000	228	108.66
08/01/2022	COMER	1670(E)**	DELTA DENTAL PLAN	Insurance	716.000	228	100.93
08/05/2022	COMER	1671(E)**	MERS E-CHECK	Pension	718.000	228	4,628.62
							26,584.83
Total For Dept: 228							
Dept: 253 TREASURER							
07/29/2022	COMER	146940	JP COOKE COMPANY	Dog expenses	805.000	253	230.80
08/05/2022	COMER	147073	WHITLOCK BUSINESS SYSTEMS, INC	PRINTING AND PUBLISHING	900.000	253	1,347.31
				Postage	730.000	253	719.16
							2,066.47
Ⓜcheck COMER 147073 Total for Fund 101 General Fund							

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Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Total For Dept: 253							
Dept: 257 ASSESSING							
07/08/2022	COMER	146699*#	CDW GOVERNMENT INC	Data processing	812.000	257	1.89
07/15/2022	COMER	146779*#	EPIC GRAPHICS, LLC	PRINTING AND PUBLISHING	900.000	257	55.00
07/15/2022	COMER	146817*#	RITTER GIS	Data processing	812.000	257	238.28
07/15/2022	COMER	146825*#	US SIGNAL	Data processing	812.000	257	2.54
07/15/2022	COMER	146829	WCA ASSESSING	Professional Services	827.000	257	1,609.72
07/22/2022	COMER	146838*#	AT&T	Telephone	851.000	257	100.00
07/22/2022	COMER	146896	CARLSCHLEH	Board of Review	829.001	257	75.00
07/22/2022	COMER	146897	ROBIN SCHLEH	Board of Review	829.001	257	75.00
07/29/2022	COMER	146993*#	STAPLES CONTRACT & COMMERCIAL LLC	Operating/Office Supplies	740.000	257	2.70
08/05/2022	COMER	147020*#	CDW GOVERNMENT INC	Data processing	812.000	257	111.44
08/05/2022	COMER	147062*#	RITTER GIS	Data processing	812.000	257	238.28
08/05/2022	COMER	147068*#	US SIGNAL	Data processing	812.000	257	2.64
08/05/2022	COMER	147069	WCA ASSESSING	CONTRACTUAL SERVICES	829.000	257	29,373.38
07/15/2022	COMER	1666(A)*#	Corporate Payment Systems	Data processing	812.000	257	2.82
Total For Dept: 257							
Dept: 262 ELECTIONS							
07/08/2022	COMER	146714*#	HOME DEPOT CREDIT SERVICES	VOTER/OPERATING/SUPPLIES	727.001	262	1,263.54
07/15/2022	COMER	146759*#	Amazon Capital Services, Inc	Data processing	812.000	262	142.35
07/15/2022	COMER	146761#	Associated Newspapers of Michigan	PRINTING AND PUBLISHING	900.000	262	81.54
07/22/2022	COMER	146837	Associated Newspapers of Michigan	PRINTING AND PUBLISHING	900.000	262	23.13
07/22/2022	COMER	146875	US Postal Service(Postage by Phone)	Postage	730.000	262	2,000.00
07/29/2022	COMER	146916*#	Amazon Capital Services, Inc	VOTER/OPERATING/SUPPLIES	727.001	262	229.92
07/29/2022	COMER	146934	HERITAGE BAKERY	Operating/Office Supplies	740.000	262	51.00
07/29/2022	COMER	146944	LEE'S FAMOUS RECIPE	Operating/Office Supplies	740.000	262	230.00
08/05/2022	COMER	147013	Associated Newspapers of Michigan	PRINTING AND PUBLISHING	900.000	262	99.55
Total For Dept: 262							
Dept: 265 Facility Operations							
07/08/2022	COMER	146692*#	ACTION MAT AND TOWEL RENTAL	CONTRACTUAL SERVICES	829.000	265	412.30
07/08/2022	COMER	146693*#	Amazon Capital Services, Inc	Building Maintenance	811.000	265	55.97
07/08/2022	COMER	146699*#	CDW GOVERNMENT INC	Data processing	812.000	265	2.60
07/08/2022	COMER	146709*#	Fox Turf Management, LLC	Grounds maintenance	811.800	265	1,047.60
07/08/2022	COMER	146718	LIBERTY PLUMBING SUPPLY COMPANY	Building Maintenance	811.000	265	211.44
07/08/2022	COMER	146730	PLANTERRA CORPORATION	CONTRACTUAL SERVICES	829.000	265	2,560.60
07/08/2022	COMER	146737*#	RED WING SHOE STORE	Uniforms/QuarterMaster	758.000	265	237.99
07/08/2022	COMER	146749*#	SHRED-IT USA DETROIT	CONTRACTUAL SERVICES	829.000	265	94.40
07/08/2022	COMER	146754*#	WEBER JANITORIAL SUPPLIES	Building Maintenance	811.000	265	411.70

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07/08/2022	COMER	146757*#	GRAINGER, INC.	Building Maintenance	811.000	265	732.77
07/15/2022	COMER	146759*#	Amazon Capital Services, Inc	Small tools & equipment	740.002	265	76.98
				Operating/Office Supplies	740.000	265	125.69
							202.67
☑check COMER 146759 Total for Fund 101 General Fund							
07/15/2022	COMER	146770*#	CONSUMERS ENERGY	Utilities	941.000	265	2,929.22
07/15/2022	COMER	146783	GUARDIAN ALARM	Building Maintenance	811.000	265	251.00
07/15/2022	COMER	146787*#	H.V. BURTON COMPANY	Building Maintenance	811.000	265	157.39
07/15/2022	COMER	146799	NATIONAL TIME & SIGNAL CORPORATION	Building Maintenance	811.000	265	225.00
07/15/2022	COMER	146819*#	ROSE PEST SOLUTIONS	CONTRACTUAL SERVICES	829.000	265	71.00
07/15/2022	COMER	146825*#	US SIGNAL	Data processing	812.000	265	3.51
07/15/2022	COMER	146827*#	Variopro Benefit Administrators	Professional Services	827.000	265	6.95
07/15/2022	COMER	146828*#	VERIZON WIRELESS	Telephone	851.000	265	80.98
07/15/2022	COMER	146830#	WAYNE COUNTY	Utilities	941.000	265	320.99
07/22/2022	COMER	146835*#	Amazon Capital Services, Inc	Building Maintenance	811.000	265	342.46
07/22/2022	COMER	146838*#	AT&T	Telephone	851.000	265	164.59
07/22/2022	COMER	146857*#	FONTANESI AND KANN CO	Building Maintenance	811.000	265	700.00
07/22/2022	COMER	146859*#	HEALTH ALLIANCE PLAN	Insurance	716.000	265	2,292.89
07/22/2022	COMER	146876*#	PLYMOUTH RUBBER & TRANSMISSION	Building Maintenance	811.000	265	88.86
07/22/2022	COMER	146894*#	RKA PETROLEUM COS., INC.	Gas, Vehicle Maintenance	741.000	265	244.65
07/29/2022	COMER	146914*#	A AND R PLUMBING	CONTRACTUAL SERVICES	829.000	265	450.00
07/29/2022	COMER	146916*#	Amazon Capital Services, Inc	Small tools & equipment	740.002	265	82.14
07/29/2022	COMER	146926*#	DOWNRIVER REFRIGERATION SUPPLY CO	Building Maintenance	811.000	265	804.35
				Operating/Office Supplies	740.000	265	1,340.00
							2,144.35
☑check COMER 146926 Total for Fund 101 General Fund							
07/29/2022	COMER	146935*#	HOME DEPOT CREDIT SERVICES	Small tools & equipment	740.002	265	481.80
				Building Maintenance	811.000	265	244.29
							726.09
☑check COMER 146935 Total for Fund 101 General Fund							
07/29/2022	COMER	146952	NATIONAL TIME & SIGNAL CORPORATION	Dialer for TH	811.000	265	484.25
07/29/2022	COMER	146956*#	O'GUINNS LAWN & LANDSCAPING	Grounds maintenance	811.800	265	8,225.00
07/29/2022	COMER	146961	PLYMOUTH RUBBER & TRANSMISSION	Building Maintenance	811.000	265	63.52
07/29/2022	COMER	146966	Quick - Help	Grounds maintenance	811.800	265	2,174.32
07/29/2022	COMER	146991*#	STANDARD INSURANCE	Insurance	716.000	265	46.97
07/29/2022	COMER	146996	TRANE U.S. INC.	compressor	811.000	265	2,385.77
08/05/2022	COMER	147008*#	ACTION MAT AND TOWEL RENTAL	CONTRACTUAL SERVICES	829.000	265	412.30

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Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
08/05/2022	COMER	147009**	Amazon Capital Services, Inc	Grounds maintenance	811.800	265	90.81
				Small tools & equipment	740.002	265	129.00
				Building Maintenance	811.000	265	39.88
							259.69
☑ Check COMER 147009 Total for Fund 101 General Fund							
08/05/2022	COMER	147020**	CDW GOVERNMENT INC	Data processing	812.000	265	153.73
08/05/2022	COMER	147023**	Conserva Electric Supply Inc.	Building Maintenance	811.000	265	164.37
08/05/2022	COMER	147024	DOWNRIVER REFRIGERATION SUPPLY CO	Building Maintenance	811.000	265	183.36
08/05/2022	COMER	147026**	DTE ENERGY	Utilities	941.000	265	7,852.33
08/05/2022	COMER	147033	Alex Hester	Literature Dues and Seminars	958.000	265	300.00
08/05/2022	COMER	147044**	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	265	17.09
08/05/2022	COMER	147064**	SHRED-IT USA DETROIT	CONTRACTUAL SERVICES	829.000	265	94.40
08/05/2022	COMER	147068**	US SIGNAL	Data processing	812.000	265	3.64
08/05/2022	COMER	147070#	WAYNE COUNTY	Utilities	941.000	265	320.99
08/05/2022	COMER	147071**	WEBER JANITORIAL SUPPLIES	Building Maintenance	811.000	265	499.55
07/05/2022	COMER	1663(E)**	DELTA DENTAL PLAN	Insurance	716.000	265	35.88
07/11/2022	COMER	1664(E)**	DELTA DENTAL PLAN	Insurance	716.000	265	36.66
07/15/2022	COMER	1666(A)**	Corporate Payment Systems	Data processing	812.000	265	3.89
07/18/2022	COMER	1668(E)**	DELTA DENTAL PLAN	Insurance	716.000	265	13.02
07/25/2022	COMER	1669(E)**	DELTA DENTAL PLAN	Insurance	716.000	265	54.33
08/01/2022	COMER	1670(E)**	DELTA DENTAL PLAN	Insurance	716.000	265	50.47
08/05/2022	COMER	1671(E)**	MERS E-CHECK	Pension	718.000	265	1,986.86
							43,074.50
Total For Dept: 265							
Dept: 270 HUMAN RESOURCES							
07/08/2022	COMER	146699**	CDW GOVERNMENT INC	Data processing	812.000	270	1.90
07/15/2022	COMER	146780	FEDEX	Postage	730.000	270	77.85
07/15/2022	COMER	146784**	Health Equity	Professional Services	827.000	270	2.70
07/15/2022	COMER	146825**	US SIGNAL	Data processing	812.000	270	2.56
07/15/2022	COMER	146827**	Varipro Benefit Administrators	Professional Services	827.000	270	6.95
07/15/2022	COMER	146828**	VERIZON WIRELESS	Telephone	851.000	270	46.10
07/22/2022	COMER	146838**	AT&T	Telephone	851.000	270	100.00
07/22/2022	COMER	146846**	CDW GOVERNMENT INC	Data processing	812.000	270	158.24
07/22/2022	COMER	146859**	HEALTH ALLIANCE PLAN	Insurance	716.000	270	1,434.38
07/22/2022	COMER	146863	McGraw Morris PC	LEGAL FEES	826.000	270	5,060.00
07/22/2022	COMER	146907#	WHITLOCK BUSINESS SYSTEMS, INC	Operating/Office Supplies	740.000	270	96.89
07/29/2022	COMER	146991**	STANDARD INSURANCE	Insurance	716.000	270	123.38
08/05/2022	COMER	147020**	CDW GOVERNMENT INC	Data processing	812.000	270	112.11
08/05/2022	COMER	147037**	ALLERUS FINANCIAL	Pension - defined contribution	718.200	270	493.19
08/05/2022	COMER	147044**	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	270	24.72
08/05/2022	COMER	147068**	US SIGNAL	Data processing	812.000	270	2.66
07/05/2022	COMER	1663(E)**	DELTA DENTAL PLAN	Insurance	716.000	270	35.88

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07/11/2022	COMER	1664(E)*#	DELTA DENTAL PLAN	Insurance	716.000	270	36.66
07/15/2022	COMER	1666(A)*#	Corporate Payment Systems	Data processing	812.000	270	2.84
07/18/2022	COMER	1668(E)*#	DELTA DENTAL PLAN	Insurance	716.000	270	13.02
07/25/2022	COMER	1669(E)*#	DELTA DENTAL PLAN	Insurance	716.000	270	54.33
08/01/2022	COMER	1670(E)*#	DELTA DENTAL PLAN	Insurance	716.000	270	50.47
08/05/2022	COMER	1671(E)*#	MERS E-CHECK	Pension	718.000	270	1,406.92
Total For Dept: 270							9,343.75
Dept: 371 Building Department							
07/08/2022	COMER	146696	H. Edward Bartram	Planning/Building Consultants	817.000	371	1,400.00
07/08/2022	COMER	146699*#	CDW GOVERNMENT INC	Data processing	812.000	371	4.02
07/08/2022	COMER	146723	TOM MORRISON	Planning/Building Consultants	817.000	371	2,350.00
07/08/2022	COMER	146727#	ODP BUSINESS SOLUTIONS, LLC	Operating/Office Supplies	740.000	371	35.05
07/08/2022	COMER	146750*#	STAPLES CONTRACT & COMMERCIAL LLC	Operating/Office Supplies	740.000	371	7.98
07/08/2022	COMER	146755	WILLIAM C WEIDENDORF	Planning/Building Consultants	817.000	371	1,500.00
07/15/2022	COMER	146765	Carlisle Wortman Associates, Inc	Planning/Building Consultants	817.000	371	3,014.50
07/15/2022	COMER	146779*#	EPIC GRAPHICS, LLC	PRINTING AND PUBLISHING	900.000	371	43.00
07/15/2022	COMER	146784*#	Health Equity	Professional Services	827.000	371	2.70
07/15/2022	COMER	146793*#	KONICA MINOLTA	Equipment Maintenance	813.000	371	99.16
07/15/2022	COMER	146817*#	BITTER GIS	Data processing	812.000	371	119.29
07/15/2022	COMER	146825*#	US SIGNAL	Data processing	812.000	371	5.43
07/15/2022	COMER	146827*#	Variopro Benefit Administrators	Professional Services	827.000	371	2.20
07/15/2022	COMER	146828*#	VERIZON WIRELESS	Telephone	851.000	371	45.49
07/22/2022	COMER	146838*#	AT&T	Telephone	851.000	371	185.89
07/22/2022	COMER	146843	H. Edward Bartram	Planning/Building Consultants	817.000	371	1,350.00
07/22/2022	COMER	146846*#	CDW GOVERNMENT INC	Data processing	812.000	371	632.96
07/22/2022	COMER	146859*#	HEALTH ALLIANCE PLAN	Insurance	716.000	371	3,090.35
07/22/2022	COMER	146868	TOM MORRISON	Planning/Building Consultants	817.000	371	1,800.00
07/22/2022	COMER	146894*#	RKA PETROLEUM COS., INC.	Gas, Vehicle Maintenance	741.000	371	161.85
07/22/2022	COMER	146906	WILLIAM C WEIDENDORF	Planning/Building Consultants	817.000	371	1,150.00
07/29/2022	COMER	146991*#	STANDARD INSURANCE	Insurance	716.000	371	64.72
07/29/2022	COMER	146993*#	STAPLES CONTRACT & COMMERCIAL LLC	Operating/Office Supplies	740.000	371	124.50
08/05/2022	COMER	147017	H. Edward Bartram	Planning/Building Consultants	817.000	371	1,475.00
08/05/2022	COMER	147020*#	CDW GOVERNMENT INC	Data processing	812.000	371	3,237.65
08/05/2022	COMER	147037*#	ALLERUS FINANCIAL	Pension - defined contribution	718.200	371	454.91
08/05/2022	COMER	147041	TOM MORRISON	Planning/Building Consultants	817.000	371	1,550.00
08/05/2022	COMER	147044*#	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	371	17.10
08/05/2022	COMER	147062*#	BITTER GIS	Data processing	812.000	371	119.29
08/05/2022	COMER	147068*#	US SIGNAL	Data processing	812.000	371	5.63
08/05/2022	COMER	147072	WILLIAM C WEIDENDORF	Planning/Building Consultants	817.000	371	1,050.00
07/05/2022	COMER	1663(E)*#	DELTA DENTAL PLAN	Insurance	716.000	371	35.88
07/11/2022	COMER	1664(E)*#	DELTA DENTAL PLAN	Insurance	716.000	371	36.66

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07/15/2022	COMER	1666(A)*#	Corporate Payment Systems	Data processing	812.000	371	6.02
Ⓜheck COMER 1666(A) Total for Fund 101 General Fund				Literature Dues and Seminars	958.000	371	410.00
							416.02
07/18/2022	COMER	1668(E)*#	DELTA DENTAL PLAN	Insurance	716.000	371	13.02
07/25/2022	COMER	1669(E)*#	DELTA DENTAL PLAN	Insurance	716.000	371	54.33
08/01/2022	COMER	1670(E)*#	DELTA DENTAL PLAN	Insurance	716.000	371	50.47
08/05/2022	COMER	1671(E)*#	MERS E-CHECK	Pension	718.000	371	1,217.96
Total For Dept: 371							26,923.01
Dept: 701 Planning Department							
07/08/2022	COMER	146699*#	CDW GOVERNMENT INC	Data processing	812.000	701	1.90
07/15/2022	COMER	146761#	Associated Newspapers of Michigan	PRINTING AND PUBLISHING	900.000	701	60.24
07/15/2022	COMER	146782*#	G D ROBERTS COMPANY LLC	Professional Services	827.000	701	120.00
07/15/2022	COMER	146817*#	BITTER GIS	Data processing	812.000	701	119.29
07/15/2022	COMER	146825*#	US SIGNAL	Data processing	812.000	701	2.56
07/15/2022	COMER	146827*#	Variopro Benefit Administrators	Professional Services	827.000	701	5.85
07/22/2022	COMER	146838*#	AT&T	Telephone	851.000	701	100.00
07/22/2022	COMER	146846*#	CDW GOVERNMENT INC	Data processing	812.000	701	158.24
07/22/2022	COMER	146859*#	HEALTH ALLIANCE PLAN	Insurance	716.000	701	1,655.97
07/22/2022	COMER	146862	KENDIG KEAST COLLABORATIVE	Master Plan Services	827.000	701	1,785.00
07/29/2022	COMER	146946	Anna McGuire	Board Minutes	711.000	701	500.00
07/29/2022	COMER	146947#	Cheryl McGuire	Board Minutes	711.000	701	500.00
07/29/2022	COMER	146991*#	STANDARD INSURANCE	Insurance	716.000	701	149.02
08/05/2022	COMER	147020*#	CDW GOVERNMENT INC	Data processing	812.000	701	112.11
08/05/2022	COMER	147037*#	ALLERUS FINANCIAL	Pension - defined contribution	718.200	701	454.91
08/05/2022	COMER	147044*#	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	701	12.36
08/05/2022	COMER	147062*#	BITTER GIS	Data processing	812.000	701	119.29
08/05/2022	COMER	147068*#	US SIGNAL	Data processing	812.000	701	2.66
07/05/2022	COMER	1663(E)*#	DELTA DENTAL PLAN	Insurance	716.000	701	17.94
07/11/2022	COMER	1664(E)*#	DELTA DENTAL PLAN	Insurance	716.000	701	18.34
07/15/2022	COMER	1666(A)*#	Corporate Payment Systems	Data processing	812.000	701	2.84
07/18/2022	COMER	1668(E)*#	DELTA DENTAL PLAN	Insurance	716.000	701	6.51
07/25/2022	COMER	1669(E)*#	DELTA DENTAL PLAN	Insurance	716.000	701	27.16
08/01/2022	COMER	1670(E)*#	DELTA DENTAL PLAN	Insurance	716.000	701	25.23
08/05/2022	COMER	1671(E)*#	MERS E-CHECK	Pension	718.000	701	1,468.75
Total For Dept: 701							7,476.17
Total For Fund: 101							224,453.39

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Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 207 Public Safety							
Dept: 000 General							
07/29/2022	COMER	146912	35TH DISTRICT COURT	35TH DIST COURT BONDS - TWP	259.207	000	3,750.00
07/29/2022	COMER	146913	48TH DISTRICT COURT	35TH DIST COURT BONDS - TWP	259.207	000	250.00
08/05/2022	COMER	147007	35TH DISTRICT COURT	35TH DIST COURT BONDS - TWP	259.207	000	7,399.00
08/05/2022	COMER	1671(E)*#	MERS E-CHECK	MERS Pension Fund	231.001	000	17,822.17
Total For Dept: 000							29,221.17
Dept: 301 Police Department							
07/08/2022	COMER	146692**#	ACTION MAT AND TOWEL RENTAL	Building Maintenance	811.000	301	832.02
07/08/2022	COMER	146699**#	CDW GOVERNMENT INC	Data processing	812.000	301	34.57
07/08/2022	COMER	146702	DOWNRIVER REFRIGERATION SUPPLY CO	Grounds maintenance	811.800	301	264.24
07/08/2022	COMER	146709**#	Fox Turf Management, LLC	Grounds maintenance	811.800	301	201.97
07/08/2022	COMER	146713	Henderson Glass	Gas, Vehicle Maintenance	741.000	301	440.58
07/08/2022	COMER	146720	Marquis Food Service Inc	Prisoner Boarding	804.000	301	87.00
07/08/2022	COMER	146721	Michigan Linen Service	Prisoner Boarding	804.000	301	80.00
07/08/2022	COMER	146726	NYE UNIFORM COMPANY	Uniforms/QuarterMaster	758.000	301	589.50
07/08/2022	COMER	146732	Point Emblems	Uniforms/QuarterMaster	758.000	301	745.00
07/08/2022	COMER	146734#	PRIORITY ONE EMERGENCY	Uniforms/QuarterMaster	758.000	301	237.96
07/08/2022	COMER	146735	PUBLIC AGENCY TRAINING COUNCIL	Training	957.000	301	425.00
07/08/2022	COMER	146736	QUALITY FIRST AID & SAFETY INC.	Operating/Office Supplies	740.000	301	390.57
07/08/2022	COMER	146746	KRISTEN ROMAC	Training	957.000	301	191.49
07/08/2022	COMER	146747	TYLER SCHMITTOU	Uniforms/QuarterMaster	758.000	301	155.93
07/08/2022	COMER	146749**#	SHRED-IT USA DETROIT	CONTRACTUAL SERVICES	829.000	301	94.40
07/08/2022	COMER	146750**#	STAPLES CONTRACT & COMMERCIAL LLC	Operating/Office Supplies	740.000	301	115.29
07/08/2022	COMER	146754**#	WEBER JANITORIAL SUPPLIES	Building Maintenance	811.000	301	419.60
07/08/2022	COMER	146757**#	GRAINGER, INC.	Building Maintenance	811.000	301	134.35
07/15/2022	COMER	146762	Axon Enterprise, Inc	Small tools & equipment	740.002	301	16,867.82
07/15/2022	COMER	146763	BENNETT & DEMOPOULOS, PLLC	Legal Fees	826.000	301	6,097.00
07/15/2022	COMER	146770**#	CONSUMERS ENERGY	Utilities	941.000	301	1,132.33
07/15/2022	COMER	146772	CUMMINS SALES AND SERVICE	Building Maintenance	811.000	301	283.27
07/15/2022	COMER	146774#	DIAMOND CAR WASH & DETAIL, LLC	Gas, Vehicle Maintenance	741.000	301	217.00
07/15/2022	COMER	146775	DOWNRIVER REFRIGERATION SUPPLY CO	Building Maintenance	811.000	301	300.83
07/15/2022	COMER	146779**#	EPIC GRAPHICS, LLC	PRINTING AND PUBLISHING	900.000	301	4,893.00
07/15/2022	COMER	146781	finalcover LLC	Data processing	812.000	301	6,573.00
07/15/2022	COMER	146784**#	Health Equity	Professional Services	827.000	301	13.50
07/15/2022	COMER	146785	WENDY HILLMAN - PC	Operating/Office Supplies	740.000	301	9.48
07/15/2022	COMER	146787**#	H.V. BURTON COMPANY	Building Maintenance	811.000	301	270.00
07/15/2022	COMER	146793**#	KONICA MINOLTA	Equipment Maintenance	813.000	301	608.28
07/15/2022	COMER	146796	MICHIGAN ASSOC. OF CHIEFS OF POLICE	Literature Dues and Seminars	958.000	301	230.00
07/15/2022	COMER	146802	NYE UNIFORM COMPANY	Uniforms/QuarterMaster	758.000	301	2,319.00
07/15/2022	COMER	146803	OAKLAND COUNTY	Data processing	812.000	301	8,668.50



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07/15/2022	COMER	146805#	Perfect Cleaners of Detroit Inc	Uniforms/QuarterMaster	758.000	301	1,606.80
07/15/2022	COMER	146817*#	RITTER GIS	Data processing	812.000	301	119.29
07/15/2022	COMER	146819*#	ROSE PEST SOLUTIONS	Building Maintenance	811.000	301	60.00
07/15/2022	COMER	146820	Christopher Rowley	Training	957.000	301	131.25
07/15/2022	COMER	146823	STATE OF MICHIGAN	State Computer Services	812.000	301	43.25
07/15/2022	COMER	146825*#	US SIGNAL	Data processing	812.000	301	46.62
07/15/2022	COMER	146827*#	Varipro Benefit Administrators	Professional Services	827.000	301	111.25
07/15/2022	COMER	146828*#	VERIZON WIRELESS	Telephone	851.000	301	982.24
07/22/2022	COMER	146838*#	AT&T	Telephone	851.000	301	1,760.03
07/22/2022	COMER	146846*#	CDW GOVERNMENT INC	Data processing	812.000	301	316.48
07/22/2022	COMER	146850	DOWNRIVER REFRIGERATION SUPPLY CO	Building Maintenance	811.000	301	156.68
07/22/2022	COMER	146859*#	HEALTH ALLIANCE PLAN	Insurance	716.000	301	51,655.44
07/22/2022	COMER	146864	Michigan Linen Service	Prisoner Boarding	804.000	301	80.00
07/22/2022	COMER	146865	MICHIGAN LAW ENFORCEMENT	Legal Fees	826.000	301	2,000.00
07/22/2022	COMER	146871	NORTHVILLE EXPRESS LUBE LLC	Gas, Vehicle Maintenance	741.000	301	892.15
07/22/2022	COMER	146873	NYE UNIFORM COMPANY	Uniforms/QuarterMaster	758.000	301	128.00
07/22/2022	COMER	146894*#	RKA PETROLEUM COS., INC.	Gas, Vehicle Maintenance	741.000	301	3,755.32
07/22/2022	COMER	146900	SIGNATURE FORD	Vehicle Equipment	977.001	301	67,380.00
07/29/2022	COMER	146914*#	A AND R PLUMBING	Building Maintenance	811.000	301	600.00
07/29/2022	COMER	146916*#	Amazon Capital Services, Inc	Operating/Office Supplies	740.000	301	120.69
				Building Maintenance	811.000	301	39.52
			Ⓢcheck COMER 146916 Total for Fund 207 Public Safety				160.21
07/29/2022	COMER	146919	BOB JEANNOTTE PONTIAC GMC, INC	Gas, Vehicle Maintenance	741.000	301	1,872.10
07/29/2022	COMER	146921*#	Clear Rate Communications, Inc	Telephone	851.000	301	371.26
07/29/2022	COMER	146922	CMR DISTRIBUTORS INC.	Small tools & equipment	740.002	301	1,240.49
07/29/2022	COMER	146924	COMCAST CABLE	Cable WI-Fi & TV	832.000	301	371.90
07/29/2022	COMER	146927*#	DTE ENERGY	Utilities	941.000	301	5,064.32
07/29/2022	COMER	146930	EPIC GRAPHICS, LLC	PRINTING AND PUBLISHING	900.000	301	99.89
07/29/2022	COMER	146935*#	HOME DEPOT CREDIT SERVICES	Building Maintenance	811.000	301	73.77
07/29/2022	COMER	146943*#	KONICA MINOLTA	Equipment Maintenance	813.000	301	353.07
07/29/2022	COMER	146945	Harold J. Love & Associates	Employee Programs	959.000	301	1,500.00
07/29/2022	COMER	146948	MICHIGAN HUMANE SOCIETY	Professional Services	827.000	301	370.00
07/29/2022	COMER	146953	NOCTURNAL TINTING, LLC	Gas, Vehicle Maintenance	741.000	301	90.00
07/29/2022	COMER	146954	Northville City Car Wash LLC	Gas, Vehicle Maintenance	741.000	301	1,548.00
07/29/2022	COMER	146955	OAKLAND COMMUNITY COLLEGE/CREST	Training	957.000	301	256.00
07/29/2022	COMER	146956*#	O'GUINNS LAWN & LANDSCAPING	Grounds maintenance	811.800	301	2,720.00
07/29/2022	COMER	146957	OSCAR W LARSON CO	Building Maintenance	811.000	301	298.09
07/29/2022	COMER	146959	US Postal Service(Postage by Phone)	Operating/Office Supplies	740.000	301	1,000.00
07/29/2022	COMER	146960	PITNEY BOWES INC	Equipment Maintenance	813.000	301	729.50
07/29/2022	COMER	146963	ASCENSION PROVIDENCE HOSPITAL	Prisoner Boarding	804.000	301	264.00

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07/29/2022	COMER	146964	PUBLIC AGENCY TRAINING COUNCIL	Training	957.000	301	425.00
07/29/2022	COMER	146985#	RKA PETROLEUM COS., INC.	Gas, Vehicle Maintenance	741.000	301	3,780.57
07/29/2022	COMER	146986	KRISTEN ROIMAC	Training	957.000	301	49.00
07/29/2022	COMER	146991*#	STANDARD INSURANCE	Insurance	716.000	301	1,473.79
07/29/2022	COMER	146997	Unisource Printing Services, Inc.	Operating/Office Supplies	740.000	301	108.28
07/29/2022	COMER	147002	THOMSON REUTERS	Data processing	812.000	301	899.00
07/29/2022	COMER	147003	WESTERN WAYNE CO CONSERVATION ASSOC	Training	957.000	301	2,000.00
07/29/2022	COMER	147004	GRAINGER, INC.	Building Maintenance	811.000	301	88.69
08/05/2022	COMER	147008*#	ACTION MAT AND TOWEL RENTAL	Building Maintenance	811.000	301	832.02
08/05/2022	COMER	147009*#	Amazon Capital Services, Inc	Building Maintenance	811.000	301	30.38
☑check COMER 147009 Total for Fund 207 Public Safety							313.24
							343.62
08/05/2022	COMER	147014	ATLAS BUSINESS SOLUTIONS, INC	Data processing	812.000	301	1,512.00
08/05/2022	COMER	147020*#	CDW GOVERNMENT INC	Data processing	812.000	301	2,042.19
08/05/2022	COMER	147029	Everbridge, Inc	Data processing	812.000	301	6,000.00
08/05/2022	COMER	147038	Michigan Linen Service	Prisoner Boarding	804.000	301	80.00
08/05/2022	COMER	147040	MICHIGAN LAW ENFORCEMENT	Legal Fees	826.000	301	2,000.00
08/05/2022	COMER	147044*#	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	301	416.09
08/05/2022	COMER	147045	NYE UNIFORM COMPANY	Uniforms/QuarterMaster,	758.000	301	799.28
08/05/2022	COMER	147062*#	RITTER GIS	Data processing	812.000	301	119.29
08/05/2022	COMER	147063	RKA PETROLEUM COS., INC.	Gas, Vehicle Maintenance	741.000	301	3,399.28
08/05/2022	COMER	147064*#	SHRED-IT USA DETROIT	CONTRACTUAL SERVICES	829.000	301	94.40
08/05/2022	COMER	147066	STATE OF MICHIGAN	Training	957.000	301	125.00
08/05/2022	COMER	147068*#	US SIGNAL	Data processing	812.000	301	48.37
08/05/2022	COMER	147071*#	WEBER JANITORIAL SUPPLIES	Building Maintenance	811.000	301	604.45
07/05/2022	COMER	1663(E)*#	DELTA DENTAL PLAN	Insurance	716.000	301	789.45
07/11/2022	COMER	1664(E)*#	DELTA DENTAL PLAN	Insurance	716.000	301	806.78
07/15/2022	COMER	1666(A)*#	Corporate Payment Systems	Small tools & equipment	740.002	301	1,238.35
							225.30
							51.71
							1,448.18
							1,696.96
							144.00
							4,804.50
07/18/2022	COMER	1668(E)*#	DELTA DENTAL PLAN	Insurance	716.000	301	286.29
07/25/2022	COMER	1669(E)*#	DELTA DENTAL PLAN	Insurance	716.000	301	1,195.21
08/01/2022	COMER	1670(E)*#	DELTA DENTAL PLAN	Insurance	716.000	301	1,110.19

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08/05/2022	COMER	1671(E)*#	MERS E-CHECK	Pension	718.000	301	62,981.14
Total For Dept: 301							303,343.76
Dept: 336 Fire Department							
07/08/2022	COMER	146693*#	Amazon Capital Services, Inc	Building Maintenance	811.000	336	374.27
07/08/2022	COMER	146694	Ascension Michigan Employer Solutions - Occupational Health	Professional Services	827.000	336	140.00
07/08/2022	COMER	146697	BOUND TREE MEDICAL, LLC	EMT SUPPLIES	740.001	336	380.04
07/08/2022	COMER	146699*#	CDW GOVERNMENT INC	Data processing	812.000	336	20.60
07/08/2022	COMER	146709*#	Fox Turf Management, LLC	Grounds maintenance	811.800	336	732.44
07/08/2022	COMER	146716	J & B MEDICAL SUPPLY, INC.	EMT SUPPLIES	740.001	336	127.34
07/08/2022	COMER	146734#	PRIORITY ONE EMERGENCY	Uniforms/QuarterMaster	758.000	336	2,224.15
07/15/2022	COMER	146758	The Accumed Group	FIRE RESCUE- ALS- ADVANCED LIFE SUPPORT	829.000	336	2,409.74
07/15/2022	COMER	146759*#	Amazon Capital Services, Inc	Data processing	812.000	336	1,850.83
07/15/2022	COMER	146760	APOLLO FIRE EQUIPMENT CO.	Uniforms/QuarterMaster	758.000	336	2,096.18
07/15/2022	COMER	146764	BOUND TREE MEDICAL, LLC	EMT SUPPLIES	740.001	336	91.44
07/15/2022	COMER	146766*#	CDW GOVERNMENT INC	Data processing	812.000	336	5,269.71
07/15/2022	COMER	146770*#	CONSUMERS ENERGY	Utilities	941.000	336	1,033.60
07/15/2022	COMER	146774#	DIAMOND CAR WASH & DETAIL, LLC	Gas, Vehicle Maintenance	741.000	336	5.00
07/15/2022	COMER	146784*#	Health Equity	Professional Services	827.000	336	56.70
07/15/2022	COMER	146786	TOM HUGHES	Tuition Reimbursement	960.000	336	1,228.00
07/15/2022	COMER	146788	Inacomp TSG	Data processing	812.000	336	120.00
07/15/2022	COMER	146789	J & B MEDICAL SUPPLY, INC.	EMT SUPPLIES	740.001	336	90.50
07/15/2022	COMER	146793*#	KONICA MINOLTA	Equipment Maintenance	813.000	336	100.38
07/15/2022	COMER	146794	LANSING COMMUNITY COLLEGE	Training	957.000	336	4,724.00
07/15/2022	COMER	146804	Oakland County Association of Arson	Training	957.000	336	80.00
07/15/2022	COMER	146805#	Perfect Cleaners of Detroit Inc	Uniforms/QuarterMaster	758.000	336	176.00
07/15/2022	COMER	146807	PRIORITY ONE EMERGENCY	Uniforms/QuarterMaster	758.000	336	959.90
07/15/2022	COMER	146817*#	RITTER GIS	Data processing	812.000	336	119.29
07/15/2022	COMER	146819*#	ROSE PEST SOLUTIONS	Building Maintenance	811.000	336	52.00
07/15/2022	COMER	146825*#	US SIGNAL	Data processing	812.000	336	27.77
07/15/2022	COMER	146827*#	Varipro Benefit Administrators	Professional Services	827.000	336	62.60
07/15/2022	COMER	146828*#	VERIZON WIRELESS	Telephone	851.000	336	1,299.05
07/15/2022	COMER	146833*#	GRAINGER, INC.	Building Maintenance	811.000	336	134.35
07/22/2022	COMER	146838*#	AT&T	Telephone	851.000	336	1,001.68
07/22/2022	COMER	146844	BOUND TREE MEDICAL, LLC	EMT SUPPLIES	740.001	336	478.08
07/22/2022	COMER	146846*#	CDW GOVERNMENT INC	Data processing	812.000	336	2,013.87
07/22/2022	COMER	146859*#	HEALTH ALLIANCE PLAN	Insurance	716.000	336	42,385.37
07/22/2022	COMER	146877	Quick - Help	Grounds maintenance	811.800	336	594.67
Total For Dept: 301							135.00
Total For Dept: 301							729.67

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07/22/2022	COMER	146878	R&R FIRE TRUCK REPAIR, INC	Gas, Vehicle Maintenance	741.000	336	3,284.26
07/22/2022	COMER	146894*#	RKA PETROLEUM COS., INC.	Gas, Vehicle Maintenance	741.000	336	4,276.73
07/22/2022	COMER	146899	SHRED-IT USA DETROIT	Building Maintenance	829.000	336	193.79
07/22/2022	COMER	146904	WATERWAY OF MICHIGAN LLC	Equipment Maintenance	813.000	336	5,941.00
07/22/2022	COMER	146905	WEBER JANITORIAL SUPPLIES	Building Maintenance	811.000	336	678.80
07/22/2022	COMER	146909	WITMER PUBLIC SAFETY GROUP, INC	Uniforms/QuarterMaster	758.000	336	155.72
07/22/2022	COMER	146910	GRAINGER, INC.	Building Maintenance	811.000	336	134.35
07/22/2022	COMER	146911	Zep Sales and Service	Building Maintenance	811.000	336	468.73
07/29/2022	COMER	146914*#	A AND R PLUMBING	Building Maintenance	811.000	336	1,050.00
07/29/2022	COMER	146915	AIRGAS USA LLC	EMT SUPPLIES	740.001	336	248.40
07/29/2022	COMER	146916*#	Amazon Capital Services, Inc	Grounds maintenance	811.000	336	99.99
Ⓢcheck COMER 146916 Total for Fund 207 Public Safety							241.25
							341.24
07/29/2022	COMER	146917	APOLLO FIRE EQUIPMENT CO.	Equipment Maintenance	813.000	336	990.16
07/29/2022	COMER	146921*#	Clear Rate Communications, Inc	Telephone	851.000	336	122.69
07/29/2022	COMER	146923	COMCAST CABLE	Cable Wi-Fi & TV	832.000	336	397.21
07/29/2022	COMER	146925	CUMMINS SALES AND SERVICE	Gas, Vehicle Maintenance	741.000	336	91.80
07/29/2022	COMER	146928	EAGLE ENGRAVING, INC	Operating/Office Supplies	740.000	336	216.15
07/29/2022	COMER	146935*#	HOME DEPOT CREDIT SERVICES	Uniforms/QuarterMaster	758.000	336	478.77
Ⓢcheck COMER 146935 Total for Fund 207 Public Safety							131.88
							610.65
07/29/2022	COMER	146937	J & B MEDICAL SUPPLY, INC.	EMT SUPPLIES	740.001	336	37.37
07/29/2022	COMER	146943*#	KONICA MINOLTA	Equipment Maintenance	813.000	336	353.06
07/29/2022	COMER	146950	MOBILE COMMUNICATION SERVICES	Equipment Maintenance	813.000	336	615.00
07/29/2022	COMER	146956*#	O'GUINNS LAWN & LANDSCAPING	Grounds maintenance	811.800	336	4,460.00
07/29/2022	COMER	146962	PRIORITY ONE EMERGENCY	Uniforms/QuarterMaster	758.000	336	393.43
07/29/2022	COMER	146985#	RKA PETROLEUM COS., INC.	Gas, Vehicle Maintenance	741.000	336	173.37
07/29/2022	COMER	146991*#	STANDARD INSURANCE	Insurance	716.000	336	906.50
08/05/2022	COMER	147009*#	Amazon Capital Services, Inc	Data processing	812.000	336	2,327.74
							115.80
Ⓢcheck COMER 147009 Total for Fund 207 Public Safety							(22.90)
							2,420.64
08/05/2022	COMER	147011	APOLLO FIRE EQUIPMENT CO.	Uniforms/QuarterMaster	758.000	336	916.62
08/05/2022	COMER	147012	Ascension Michigan Employer Solutions - Occupational Health	Professional Services	827.000	336	1,441.00
08/05/2022	COMER	147018	BOUND TREE MEDICAL, LLC	EMT SUPPLIES	740.001	336	166.65
08/05/2022	COMER	147020*#	CDW GOVERNMENT INC	Data processing	812.000	336	1,216.45

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Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
08/05/2022	COMER	147026**	DTE ENERGY	Utilities	941.000	336	3,022.56
08/05/2022	COMER	147044**	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	336	347.93
08/05/2022	COMER	147046	OAKLAND COUNTY	Data processing	812.000	336	1,755.25
08/05/2022	COMER	147062**	BITTER GIS	Data processing	812.000	336	119.29
08/05/2022	COMER	147068**	US SIGNAL	Data processing	812.000	336	28.82
08/05/2022	COMER	147074	WITMER PUBLIC SAFETY GROUP, INC	Uniforms/QuarterMaster	758.000	336	972.13
07/05/2022	COMER	1663(E)**	DELTA DENTAL PLAN	Insurance	716.000	336	556.19
07/11/2022	COMER	1664(E)**	DELTA DENTAL PLAN	Insurance	716.000	336	568.38
07/15/2022	COMER	1666(A)**	Corporate Payment Systems	Uniforms/QuarterMaster	758.000	336	394.32
				Data processing	812.000	336	129.80
				Training	957.000	336	583.08
							1,107.20
☒check COMER 1666(A) Total for Fund 207 Public Safety							
07/18/2022	COMER	1668(E)**	DELTA DENTAL PLAN	Insurance	716.000	336	201.74
07/25/2022	COMER	1669(E)**	DELTA DENTAL PLAN	Insurance	716.000	336	842.09
08/01/2022	COMER	1670(E)**	DELTA DENTAL PLAN	Insurance	716.000	336	782.21
08/05/2022	COMER	1671(E)**	MERS E-CHECK	Pension	718.000	336	40,505.70
							155,705.81
							488,270.74
Total For Fund: 207							
Fund: 208 PARKS, RECREATION & SENIOR SERVICES FUND							
Dept: 000 General							
07/15/2022	COMER	146815	Cathy Koepke	Dog Park User Fees	675.040	000	10.00
07/22/2022	COMER	146889	Usha Kompella	Rental Revenue (External) NCC	659.100	000	150.00
07/29/2022	COMER	146981	Stephanie Collins	Dog Park User Fees	675.040	000	10.00
08/05/2022	COMER	147056	Tasha Mahone	Park Rent	675.030	000	37.50
08/05/2022	COMER	147057	Yasmine Jaffri	Rental Revenue (External) NCC	659.100	000	100.00
08/05/2022	COMER	1671(E)**	MERS E-CHECK	MERS Pension Fund	231.001	000	37.82
							345.32
Total For Dept: 000							
Dept: 753 Administration							
07/08/2022	COMER	146699**	CDW GOVERNMENT INC	Data processing	812.000	753	1.42
07/15/2022	COMER	146825**	US SIGNAL	Data processing	812.000	753	1.92
07/15/2022	COMER	146827**	Varipro Benefit Administrators	Professional Services	827.000	753	5.85
07/22/2022	COMER	146838**	AT&T	Telephone	851.000	753	78.63
07/22/2022	COMER	146846**	CDW GOVERNMENT INC	Data processing	812.000	753	316.48
07/29/2022	COMER	146991**	STANDARD INSURANCE	Insurance	716.000	753	28.93
07/29/2022	COMER	147000#	VERIZON WIRELESS	Telephone	851.000	753	99.84
08/05/2022	COMER	147020**	CDW GOVERNMENT INC	Data processing	812.000	753	83.92
08/05/2022	COMER	147037**	ALLERUS FINANCIAL	Pension - defined contribution	718.200	753	897.69

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Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
<p>☐ NATIONAL VISION ADMINISTRATORS</p>							
08/05/2022	COMER	147044*#	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	753	8.55
08/05/2022	COMER	147068*#	US SIGNAL	Data processing	812.000	753	1.99
07/05/2022	COMER	1663(E)*#	DELTA DENTAL PLAN	Insurance	716.000	753	17.94
07/11/2022	COMER	1664(E)*#	DELTA DENTAL PLAN	Insurance	716.000	753	18.34
07/15/2022	COMER	1666(A)*#	Corporate Payment Systems	Data processing	812.000	753	17.11
07/18/2022	COMER	1668(E)*#	DELTA DENTAL PLAN	Insurance	716.000	753	6.51
07/25/2022	COMER	1669(E)*#	DELTA DENTAL PLAN	Insurance	716.000	753	27.16
08/01/2022	COMER	1670(E)*#	DELTA DENTAL PLAN	Insurance	716.000	753	25.23
Total For Dept: 753							1,637.51
<p>Dept: 754 Recreation</p>							
07/08/2022	COMER	146699*#	CDW GOVERNMENT INC	Data processing	812.000	754	6.86
07/08/2022	COMER	146710	Get It & Go Fitness LLC	Other Program Activities	962.100	754	604.00
07/08/2022	COMER	146711	Guy Louis Sferlazza	Tunes on Tuesday	962.015	754	600.00
07/08/2022	COMER	146725	Northville Association	Youth Basketball	962.002	754	210.00
07/08/2022	COMER	146752	TGA of Southeast Michigan	Other Program Activities	962.100	754	9,936.00
07/08/2022	COMER	146753	Trinity Coach LLC	Day Camp	962.006	754	337.50
07/15/2022	COMER	146759*#	Amazon Capital Services, Inc	Day Camp	962.006	754	29.32
07/15/2022	COMER	146767	CENTER STAGE DANCE	Other Program Activities	962.100	754	936.00
07/15/2022	COMER	146790	Rylyn Jostes	Youth Volleyball	962.011	754	183.75
07/15/2022	COMER	146791	Susan L. Jostes	Youth Volleyball	962.011	754	498.75
07/15/2022	COMER	146792	KAUKAB LLC	Other Program Activities	962.100	754	857.01
07/15/2022	COMER	146795	ELAINE LIVERANCE	Other Program Activities	962.100	754	75.00
07/15/2022	COMER	146797	Jessica Mondragon	Youth Volleyball	962.011	754	153.75
07/15/2022	COMER	146800	NORTHVILLE STITCHING POST LLC	Adult Basketball	962.001	754	349.50
☐check COMER 146800 Total for Fund 208 PARKS, RECREATION & SENIOR SERVICES FUND							1,666.00
							2,015.50
<p>NORTHVILLE PUBLIC SCHOOLS</p>							
07/15/2022	COMER	146801	NORTHVILLE PUBLIC SCHOOLS	Youth Basketball	962.002	754	1,944.00
07/15/2022	COMER	146822	LASZLO SLOMOVITS	Tunes on Tuesday	962.015	754	525.00
07/15/2022	COMER	146824	Steve Timm	Adult Basketball	962.001	754	35.00
07/15/2022	COMER	146825*#	US SIGNAL	Data processing	812.000	754	9.26
07/15/2022	COMER	146827*#	Varipro Benefit Administrators	Professional Services	827.000	754	1.10
07/22/2022	COMER	146835*#	Amazon Capital Services, Inc	Other Program Activities	962.100	754	162.32
07/22/2022	COMER	146838*#	AT&T	Telephone	851.000	754	372.18
07/22/2022	COMER	146859*#	HEALTH ALLIANCE PLAN	Insurance	716.000	754	1,655.97
07/22/2022	COMER	146860	Brian Jeffries	Tunes on Tuesday	962.015	754	500.00
07/22/2022	COMER	146895	SANTA FOR HIRE	Other Program Activities	962.100	754	705.00

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07/22/2022	COMER	146902#	STAPLES CONTRACT & COMMERCIAL LLC	Safety Town	962.014	754	51.15
				Day Camp	962.006	754	22.01
☐check COMER 146902 Total for Fund 208 PARKS, RECREATION & SENIOR SERVICES FUND							
07/29/2022	COMER	146920	Children's Theatre of Michigan	Tunes on Tuesday	962.015	754	565.00
07/29/2022	COMER	146938	Rylyn Jostes	Youth Volleyball	962.011	754	183.75
07/29/2022	COMER	146939	Susan L. Jostes	Youth Volleyball	962.011	754	498.75
07/29/2022	COMER	146941	Jump-A-Rama, Inc	Other Program Activities	962.100	754	2,143.27
07/29/2022	COMER	146942	KAUKAB LLC	Other Program Activities	962.100	754	1,016.81
07/29/2022	COMER	146951	Jessica Mondragon	Youth Volleyball	962.011	754	153.75
07/29/2022	COMER	146991*#	STANDARD INSURANCE	Insurance	716.000	754	66.29
07/29/2022	COMER	146995#	Target Specialty Products	Adult Softball	962.003	754	60.23
08/05/2022	COMER	147009*#	Amazon Capital Services, Inc	Safety Town	962.014	754	35.97
08/05/2022	COMER	147020*#	CDW GOVERNMENT INC	Data processing	812.000	754	405.49
08/05/2022	COMER	147031	Susan Harrison	Tunes on Tuesday	962.015	754	650.00
08/05/2022	COMER	147037*#	ALLERUS FINANCIAL	Pension - defined contribution	718.200	754	1,173.23
08/05/2022	COMER	147044*#	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	754	12.36
08/05/2022	COMER	147067	TGA of Southeast Michigan	Other Program Activities	962.100	754	9,936.00
08/05/2022	COMER	147068*#	US SIGNAL	Data processing	812.000	754	9.60
07/05/2022	COMER	1663(E)*#	DELTA DENTAL PLAN	Insurance	716.000	754	17.94
07/11/2022	COMER	1664(E)*#	DELTA DENTAL PLAN	Insurance	716.000	754	18.34
07/15/2022	COMER	1666(A)*#	Corporate Payment Systems	Data processing	812.000	754	10.27
				Day Camp	962.006	754	834.00
				Youth Volleyball	962.011	754	92.26
				Other Program Activities	962.100	754	515.97
☐check COMER 1666(A) Total for Fund 208 PARKS, RECREATION & SENIOR SERVICES FUND							
07/18/2022	COMER	1668(E)*#	DELTA DENTAL PLAN	Insurance	716.000	754	6.51
07/25/2022	COMER	1669(E)*#	DELTA DENTAL PLAN	Insurance	716.000	754	27.16
08/01/2022	COMER	1670(E)*#	DELTA DENTAL PLAN	Insurance	716.000	754	25.23
Total For Dept: 754							
Dept: 770 Parks Maintenance							
07/08/2022	COMER	146693*#	Amazon Capital Services, Inc	Building Maintenance	811.000	770	12.14
07/08/2022	COMER	146699*#	CDW GOVERNMENT INC	Data processing	812.000	770	1.90
07/08/2022	COMER	146701	CutMyTreeDown.com	Grounds maintenance	811.800	770	4,500.00
07/08/2022	COMER	146703#	DTE ENERGY	Utilities	941.000	770	2,213.29
07/08/2022	COMER	146705	ELLSWORTH INDUSTRIES	Operating/Office Supplies	740.000	770	228.00
07/08/2022	COMER	146706*#	EPIC GRAPHICS, LLC	Operating/Office Supplies	740.000	770	55.00
07/08/2022	COMER	146717	JOHN'S SANITATION INC.	Utilities	941.000	770	100.00
07/08/2022	COMER	146724	NAPA Auto Parts	Gas, Vehicle Maintenance	741.000	770	14.18

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07/08/2022	COMER	146728	O'GUINNS LAWN & LANDSCAPING	Grounds maintenance	811.800	770	4,220.00
07/15/2022	COMER	146770**	CONSUMERS ENERGY	Utilities	941.000	770	15.00
07/15/2022	COMER	146784**	Health Equity	Professional Services	827.000	770	5.40
07/15/2022	COMER	146825**	US SIGNAL	Data processing	812.000	770	2.56
07/15/2022	COMER	146827**	Varipro Benefit Administrators	Professional Services	827.000	770	3.30
07/15/2022	COMER	146828**	VERIZON WIRELESS	Telephone	851.000	770	82.20
07/15/2022	COMER	146833**	GRAINGER, INC.	Building Maintenance	811.000	770	142.24
07/22/2022	COMER	146838**	AT&T	Telephone	851.000	770	42.59
07/22/2022	COMER	146853	ELLSWORTH INDUSTRIES	Operating/Office Supplies	740.000	770	828.00
07/22/2022	COMER	146859**	HEALTH ALLIANCE PLAN	Insurance	716.000	770	2,371.94
07/22/2022	COMER	146870	NAPA Auto Parts	Gas, Vehicle Maintenance	741.000	770	156.47
07/22/2022	COMER	146894**	RKA PETROLEUM COS., INC.	Gas, Vehicle Maintenance	741.000	770	1,562.53
07/22/2022	COMER	146903	VERIZON WIRELESS	Telephone	851.000	770	50.04
07/29/2022	COMER	146927**	DTE ENERGY	Utilities	941.000	770	401.96
07/29/2022	COMER	146935**	HOME DEPOT CREDIT SERVICES	Operating/Office Supplies	740.000	770	1,047.13
07/29/2022	COMER	146956**	O'GUINNS LAWN & LANDSCAPING	Grounds maintenance	811.800	770	5,275.00
07/29/2022	COMER	146991**	STANDARD INSURANCE	Insurance	716.000	770	73.02
07/29/2022	COMER	147000#	VERIZON WIRELESS	Telephone	851.000	770	105.40
08/05/2022	COMER	147020**	CDW GOVERNMENT INC	Data processing	812.000	770	112.11
08/05/2022	COMER	147021	CHRISTENSENS PLANT CENTER	Operating/Office Supplies	740.000	770	111.25
08/05/2022	COMER	147026**	DTE ENERGY	Utilities	941.000	770	2,555.41
08/05/2022	COMER	147035	JOHN'S SANITATION INC.	Utilities	941.000	770	100.00
08/05/2022	COMER	147036	MARINE CITY NURSERY	Grounds maintenance	811.800	770	1,980.00
08/05/2022	COMER	147037**	ALLERUS FINANCIAL	Pension - defined contribution	718.200	770	1,718.90
08/05/2022	COMER	147042	NAPA Auto Parts	Gas, Vehicle Maintenance	741.000	770	116.03
08/05/2022	COMER	147044**	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	770	18.01
08/05/2022	COMER	147065	SOUTHEASTERN EQUIPMENT	Gas, Vehicle Maintenance	741.000	770	894.10
08/05/2022	COMER	147068**	US SIGNAL	Data processing	812.000	770	2.66
08/05/2022	COMER	147075	GRAINGER, INC.	Operating/Office Supplies	740.000	770	169.36
08/05/2022	COMER	147076	Zero Waste USA	Operating/Office Supplies	740.000	770	1,494.30
07/05/2022	COMER	1663(E)**	DELTA DENTAL PLAN	Insurance	716.000	770	89.71
07/11/2022	COMER	1664(E)**	DELTA DENTAL PLAN	Insurance	716.000	770	72.13
07/15/2022	COMER	1666(A)**	Corporate Payment Systems	Data processing	812.000	770	2.84
07/18/2022	COMER	1668(E)**	DELTA DENTAL PLAN	Insurance	716.000	770	19.52
07/25/2022	COMER	1669(E)**	DELTA DENTAL PLAN	Insurance	716.000	770	81.49
08/01/2022	COMER	1670(E)**	DELTA DENTAL PLAN	Insurance	716.000	770	75.70
Total For Dept: 770							33,122.81
Dept: 771 Senior Services							
07/08/2022	COMER	146699**	CDW GOVERNMENT INC	Data processing	812.000	771	3.79
07/08/2022	COMER	146729	TOULLA TSANGARIS PALAZETI	Health & Wellness	962.551	771	220.00
07/08/2022	COMER	146748	Seize the Day Yoga, LLC	Health & Wellness	962.551	771	448.00



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07/15/2022	COMER	146818	Sarah Romero	Health & Wellness	962.551	771	193.50
07/15/2022	COMER	146825**	US SIGNAL	Data processing	812.000	771	5.10
07/15/2022	COMER	146828**	VERIZON WIRELESS	Senior Transportation	851.000	771	41.10
07/22/2022	COMER	146838**	AT&T	Telephone	851.000	771	257.65
07/22/2022	COMER	146851	Kelly Kilkenny Dragon	Health & Wellness	962.551	771	200.00
07/22/2022	COMER	146894**	RKA PETROLEUM COS., INC.	Senior Transportation	962.557	771	1,030.18
07/22/2022	COMER	146898	Seize the Day Yoga, LLC	Health & Wellness	962.551	771	532.00
07/29/2022	COMER	146989	Seize the Day Yoga, LLC	Health & Wellness	962.551	771	252.00
07/29/2022	COMER	147000#	VERIZON WIRELESS	Senior Transportation	962.557	771	3.40
08/05/2022	COMER	147020**	CDW GOVERNMENT INC	Data processing	812.000	771	223.55
08/05/2022	COMER	147025	Kelly Kilkenny Dragon	Health & Wellness	962.551	771	50.00
08/05/2022	COMER	147068**	US SIGNAL	Data processing	812.000	771	5.30
07/15/2022	COMER	1666(A)**	Corporate Payment Systems	Data processing	812.000	771	5.66
				Senior Events/Programs	962.550	771	1,599.55
							1,605.21
							<u>5,070.78</u>
☑ Check COMER 1666(A) Total for Fund 208 PARKS, RECREATION & SENIOR SERVICES FUND							
Total For Dept: 771							
Dept: 772 Community Center							
07/08/2022	COMER	146693**	Amazon Capital Services, Inc	Building Maintenance	811.000	772	52.66
07/08/2022	COMER	146700	COMCAST CABLE	Cable Wi-Fi & TV	832.000	772	271.31
07/08/2022	COMER	146703#	DTE ENERGY	Utilities	941.000	772	3,687.25
07/15/2022	COMER	146831	WEBER JANITORIAL SUPPLIES	Operating/Office Supplies	740.000	772	71.40
07/22/2022	COMER	146848	COMCAST CABLE	Cable Wi-Fi & TV	832.000	772	114.54
07/22/2022	COMER	146849	CONSUMERS ENERGY	Utilities	941.000	772	758.40
07/22/2022	COMER	146857**	FONTANESI AND KANN CO	Building Maintenance	811.000	772	185.00
07/22/2022	COMER	146872#	NorthStar Mat Service	Building Maintenance	811.000	772	350.14
07/29/2022	COMER	146926**	DOWNRIVER REFRIGERATION SUPPLY CO	Building Maintenance	811.000	772	156.68
07/29/2022	COMER	146943**	KONICA MINOLTA	Equipment Maintenance	813.000	772	26.25
07/29/2022	COMER	146967	REDFORD LOCK COMPANY, INC	Building Maintenance	811.000	772	20.00
07/29/2022	COMER	146987	ROSE PEST SOLUTIONS	Building Maintenance	811.000	772	52.00
07/29/2022	COMER	146988	R. W. Mead & Sons, Inc	Building Maintenance	811.000	772	408.00
07/29/2022	COMER	147000#	VERIZON WIRELESS	Telephone	851.000	772	0.24
08/05/2022	COMER	147006	1st Impressions	Building Maintenance	811.000	772	1,150.00
08/05/2022	COMER	147009**	Amazon Capital Services, Inc	Operating/Office Supplies	740.000	772	21.98
08/05/2022	COMER	147023**	Conserva Electric Supply Inc.	Building Maintenance	811.000	772	364.50
08/05/2022	COMER	147027	Dura Edge Products Inc	Building Maintenance	811.000	772	797.90
08/05/2022	COMER	147043#	NorthStar Mat Service	Building Maintenance	811.000	772	175.07
							<u>8,663.32</u>
Total For Dept: 772							

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<b>Dept: 773 Hillside</b>							
07/22/2022	COMER	146872#	NorthStar Mat Service	Building Maintenance	811.000	773	314.24
07/22/2022	COMER	146902#	STAPLES CONTRACT & COMMERCIAL LLC	Operating/Office Supplies	740.000	773	13.05
07/29/2022	COMER	147000#	VERIZON WIRELESS	Telephone	851.000	773	0.50
07/29/2022	COMER	147005	GRAINGER, INC.	Operating/Office Supplies	740.000	773	190.72
08/05/2022	COMER	147009*#	Amazon Capital Services, Inc	Operating/Office Supplies	740.000	773	27.96
08/05/2022	COMER	147043#	NorthStar Mat Service	Building Maintenance	811.000	773	157.12
Total For Dept: 773							703.59
<b>Dept: 815 NV Baseball/Softball</b>							
07/08/2022	COMER	146719	Loch Le Monde Landscapes	Allocated expenditures	939.208	815	390.00
07/22/2022	COMER	146901#	Siteone Landscape Supply, LLC	Allocated expenditures	939.208	815	216.87
07/29/2022	COMER	146990#	Siteone Landscape Supply, LLC	Allocated expenditures	939.208	815	146.64
07/29/2022	COMER	146995#	Target-Specialty Products	Allocated expenditures	939.208	815	341.29
08/05/2022	COMER	147009*#	Amazon Capital Services, Inc	Allocated expenditures	939.208	815	94.95
Total For Dept: 815							1,189.75
<b>Dept: 816 Northville Soccer Association</b>							
07/15/2022	COMER	146806	Pioneer Athletics	Allocated expenditures	939.208	816	175.90
07/15/2022	COMER	146821	Siteone Landscape Supply, LLC	Allocated expenditures	939.208	816	195.69
07/22/2022	COMER	146901#	Siteone Landscape Supply, LLC	Allocated expenditures	939.208	816	267.22
07/29/2022	COMER	146990#	Siteone Landscape Supply, LLC	Allocated expenditures	939.208	816	830.96
Total For Dept: 816							1,469.77
Total For Fund: 208							93,087.46
<b>Fund: 217 Youth Assistance</b>							
Dept: 000 General							
08/05/2022	COMER	1671(E)*#	MERS E-CHECK	MERS Pension Fund	231.001	000	4.50
Total For Dept: 000							4.50
<b>Dept: 602 Youth Assistance</b>							
07/08/2022	COMER	146699*#	CDW GOVERNMENT INC	Data processing	812.000	602	1.66
07/08/2022	COMER	146733	Amy Prevo	Data processing	812.000	602	119.40
07/15/2022	COMER	146825*#	US SIGNAL	Data processing	812.000	602	2.24
07/15/2022	COMER	146828*#	VERIZON WIRELESS	Telephone	851.000	602	40.49
07/22/2022	COMER	146838*#	AT&T	Telephone	851.000	602	78.63
07/22/2022	COMER	146846*#	CDW GOVERNMENT INC	Data processing	812.000	602	158.24
07/29/2022	COMER	146993*#	STAPLES CONTRACT & COMMERCIAL LLC	Operating/Office Supplies	740.000	602	159.56
08/05/2022	COMER	147020*#	CDW GOVERNMENT INC	Data processing	812.000	602	98.01
08/05/2022	COMER	147068*#	US SIGNAL	Data processing	812.000	602	2.32

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Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
07/15/2022	COMER	1666(A)*#	Corporate Payment Systems	Data processing	812.000	602	17.47
Total For Dept: 602							678.02
Total For Fund: 217							682.52
Fund: 225 Shared Services							
Dept: 751 Shared Services							
07/15/2022	COMER	146769	CITY OF NORTHVILLE	PARK DEVELOPMENT	818.002	751	3,052.50
07/15/2022	COMER	146777	ELLSWORTH INDUSTRIES	Park Develop. and Land Acquist	818.002	751	230.00
07/22/2022	COMER	146861	KAY-LINN ENTERPRISES, LLC	PARK DEVELOPMENT	818.002	751	11,615.69
07/29/2022	COMER	146932	FISHBECK	PARK DEVELOPMENT	818.002	751	4,200.00
07/29/2022	COMER	146933	G2 Consulting Group LLC	PARK DEVELOPMENT	818.002	751	4,685.00
Total For Dept: 751							23,783.19
Total For Fund: 225							23,783.19
Fund: 401 CAPITAL PROJECTS							
Dept: 000 General							
07/08/2022	COMER	146706*#	EPIC GRAPHICS, LLC	Seven Mile Demolition Project	975.000	000	3,615.00
07/08/2022	COMER	146712	Alan C. Helmkamp P.C.	MITC Project	975.001	000	1,560.00
07/08/2022	COMER	146751	SUBURBAN CALCIUM CHLORIDE SALES INC	Capital Projects - Misc	973.000	000	1,250.00
07/15/2022	COMER	146782*#	G D ROBERTS COMPANY LLC	Municipal Services Building	974.005	000	660.00
Check COMER 146782 Total for Fund 401 CAPITAL PROJECTS							360.00
							1,020.00
07/22/2022	COMER	146854	EPIC GRAPHICS, LLC	Seven Mile Demolition Project	975.000	000	434.99
07/22/2022	COMER	146856	FISHBECK	Seven Mile Demolition Project	975.000	000	139.20
07/22/2022	COMER	146908*#	WILLIAMS, WILLIAMS, RATTNER &	Seven Mile Demolition Project	975.000	000	271.18
07/29/2022	COMER	146916*#	Amazon Capital Services, Inc	Seven Mile Demolition Project	975.000	000	221.83
08/05/2022	COMER	147009*#	Amazon Capital Services, Inc	Seven Mile Demolition Project	975.000	000	(5.99)
08/05/2022	COMER	147032	Alan C. Helmkamp P.C.	MITC Project	975.001	000	2,239.00
Total For Dept: 000							10,745.21
Total For Fund: 401							10,745.21
Fund: 495 Seven Mile Construction Fund							
Dept: 901 Capital Outlay							
07/08/2022	COMER	146708	Fleis & Vandenberg	Seven Mile Demolition Construction Mgmt	976.001	901	9,312.50

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07/22/2022	COMER	146836	ASBESTOS ABATEMENT INC	Seven Mile Demolition	976.001	901	285,966.01
Total For Dept: 901							295,278.51
Total For Fund: 495							295,278.51
Fund: 592 Water and Sewer Fund							
Dept: 000 General							
07/15/2022	COMER	146816	Chirco Title Agency, Inc.	Water & Sewer Receipts	643.000	000	10.94
07/22/2022	COMER	146892	PEAK TITLE AGENCY CO	Water & Sewer Receipts	643.000	000	105.56
07/22/2022	COMER	146893	JC Title Agency	Water & Sewer Receipts	643.000	000	38.29
07/29/2022	COMER	146980	Crown Contracting and Industrial	METER RENTALS & INSPECTIONS	645.000	000	398.57
08/05/2022	COMER	147060	HARDIES FAMILY TRUST	Water & Sewer Receipts	643.000	000	10.94
08/05/2022	COMER	147061	American Title Company of Washtenaw	Water & Sewer Receipts	643.000	000	60.84
08/05/2022	COMER	1671(E)*#	MERS E-CHECK	MERS Pension Fund	231.001	000	2,222.20
Total For Dept: 000							2,847.34
Dept: 536 Water & Sewer Department							
07/08/2022	COMER	146692*#	ACTION MAT AND TOWEL RENTAL	Building Maintenance	811.000	536	41.48
07/08/2022	COMER	146699*#	CDW GOVERNMENT INC	Data processing	812.000	536	14.09
07/08/2022	COMER	146704	EGANIX, INC	Sewer System Maint.	924.000	536	610.00
07/08/2022	COMER	146707	ETNA SUPPLY COMPANY	Meter Purchases/Supplies	936.000	536	1,800.00
07/08/2022	COMER	146709*#	Fox Turf Management, LLC	Grounds maintenance	811.800	536	97.66
07/08/2022	COMER	146714*#	HOME DEPOT CREDIT SERVICES	Operating/Office Supplies	740.000	536	137.20
ⓧcheck COMER 146714 Total for Fund 592 Water and Sewer Fund							665.94
07/08/2022	COMER	146715	HydroCorp	Professional Services	827.000	536	7,865.00
07/08/2022	COMER	146731	PLYMOUTH RUBBER & TRANSMISSION	Water Serv. Intall. & Supplies	972.000	536	105.96
07/08/2022	COMER	146737*#	RED WING SHOE STORE	Uniforms/QuarterMaster	758.000	536	2,047.40
07/08/2022	COMER	146750*#	STAPLES CONTRACT & COMMERCIAL LLC	Operating/Office Supplies	740.000	536	90.77
07/08/2022	COMER	146754*#	WEBER JANITORIAL SUPPLIES	Building Maintenance	811.000	536	37.95
07/08/2022	COMER	146756	WHITLOCK BUSINESS SYSTEMS, INC	PRINTING AND PUBLISHING	900.000	536	610.30
ⓧcheck COMER 146756 Total for Fund 592 Water and Sewer Fund							2,535.14
07/15/2022	COMER	146768	CINTAS CORPORATION	Uniforms/QuarterMaster	758.000	536	788.07
							3,145.44

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07/15/2022	COMER	146770*#	CONSUMERS ENERGY	Utilities	941.000	536	289.55
				Gas, Vehicle Maintenance	741.000	536	142.30
Ⓜcheck COMER 146770 Total for Fund 592 Water and Sewer Fund 431.85							
07/15/2022	COMER	146771	COUGAR CONTRACTING, INC.	Water Serv. Intall. & Supplies	972.000	536	655.00
07/15/2022	COMER	146778	ENVIRONMENTAL WOOD SOLUTIONS	Water Serv. Intall. & Supplies	972.000	536	1,155.44
07/15/2022	COMER	146784*#	Health Equity	Professional Services	827.000	536	10.80
07/15/2022	COMER	146793*#	KONICA MINOLTA	Equipment Maintenance	813.000	536	200.95
07/15/2022	COMER	146817*#	RITTER GIS	Data processing	812.000	536	1,827.70
07/15/2022	COMER	146819*#	ROSE PEST SOLUTIONS	Building Maintenance	811.000	536	47.00
07/15/2022	COMER	146825*#	US SIGNAL	Data processing	812.000	536	19.00
07/15/2022	COMER	146826	UTILITY SERVICE CO., INC.	Professional Services	827.000	536	78,939.00
07/15/2022	COMER	146827*#	Varipro Benefit Administrators	Professional Services	827.000	536	30.75
07/15/2022	COMER	146828*#	VERIZON WIRELESS	Telephone	851.000	536	644.04
07/15/2022	COMER	146832	WTUA	Sewage Disposal	921.000	536	211,219.04
07/22/2022	COMER	146834	AIRGAS USA LLC	Operating/Office Supplies	740.000	536	39.74
07/22/2022	COMER	146838*#	AT&T	Telephone	851.000	536	740.49
07/22/2022	COMER	146841	AT&T	Cable Wi-Fi & TV	832.000	536	156.54
07/22/2022	COMER	146842	BANK OF NEW YORK MELLON TRUST CO	HANDLING FEES / BOND COSTS	991.002	536	750.00
07/22/2022	COMER	146846*#	CDW GOVERNMENT INC	Data processing	812.000	536	338.28
07/22/2022	COMER	146852	DTE ENERGY	Utilities	941.000	536	389.52
07/22/2022	COMER	146855	ETNA SUPPLY COMPANY	Meter Purchases/Supplies	936.000	536	12,004.57
07/22/2022	COMER	146858	Great Lakes Water Authority	Water Service	922.000	536	474,425.16
07/22/2022	COMER	146859*#	HEALTH ALLIANCE PLAN	Insurance	716.000	536	18,626.73
07/22/2022	COMER	146866	MICHIGAN RURAL WATER ASSOC.	Literature Dues and Seminars	958.000	536	840.00
07/22/2022	COMER	146874	O'REILLY AUTO PARTS	Gas, Vehicle Maintenance	741.000	536	10.99
07/22/2022	COMER	146876*#	PLYMOUTH RUBBER & TRANSMISSION	Gas, Vehicle Maintenance	972.000	536	50.84
07/22/2022	COMER	146894*#	RKA PETROLEUM COS., INC.	Water Serv. Intall. & Supplies	741.000	536	2,943.21
07/29/2022	COMER	146918	ATCO INTERNATIONAL	Operating/Office Supplies	740.000	536	364.40
07/29/2022	COMER	146921*#	Clear Rate Communications, Inc	Telephone	851.000	536	122.69
07/29/2022	COMER	146927*#	DTE ENERGY	Utilities	941.000	536	83.26
07/29/2022	COMER	146929	EJ USA INC	Water Serv. Intall. & Supplies	972.000	536	1,136.30
07/29/2022	COMER	146931	ETNA SUPPLY COMPANY	Meter Purchases/Supplies	936.000	536	7,650.00
07/29/2022	COMER	146956*#	O'GUINNS LAWN & LANDSCAPING	Grounds maintenance	811.800	536	5,570.00
07/29/2022	COMER	146958	PARAGON LABORATORIES	Professional Services	827.000	536	184.00
07/29/2022	COMER	146965	QUALITY FIRST AID & SAFETY INC.	Operating/Office Supplies	740.000	536	189.75
07/29/2022	COMER	146991*#	STANDARD INSURANCE	Insurance	716.000	536	517.43
07/29/2022	COMER	146998	USA BLUEBOOK	Water Serv. Intall. & Supplies	972.000	536	138.50
07/29/2022	COMER	146999	VAN BUREN STEEL	Water Serv. Intall. & Supplies	972.000	536	500.00
07/29/2022	COMER	147001	WEINGARTZ	Equipment Maintenance	813.000	536	478.51
08/05/2022	COMER	147008*#	ACTION MAT AND TOWEL RENTAL	Building Maintenance	811.000	536	41.48
08/05/2022	COMER	147015	Robert Belair II	Literature Dues and Seminars	958.000	536	214.00

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08/05/2022	COMER	147020**	CDW GOVERNMENT INC	Data processing	812.000	536	5,832.46
08/05/2022	COMER	147026**	DTE ENERGY	Utilities	941.000	536	4,662.31
08/05/2022	COMER	147028	EGANIX, INC	Sewer System Maint.	924.000	536	610.00
08/05/2022	COMER	147030	Green For Life Environmental	Building Maintenance	811.000	536	8.56
08/05/2022	COMER	147034	JACK DOHENY COMPANIES, INC	Equipment Maintenance	813.000	536	1,139.75
08/05/2022	COMER	147037**	ALLERUS FINANCIAL	Pension - defined contribution	718.200	536	1,127.44
08/05/2022	COMER	147044**	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	536	138.74
08/05/2022	COMER	147062**	BITTER GIS	Data processing	812.000	536	1,827.70
08/05/2022	COMER	147068**	US SIGNAL	Data processing	812.000	536	19.71
08/05/2022	COMER	147071**	WEBER JANITORIAL SUPPLIES	Building Maintenance	811.000	536	195.94
07/05/2022	COMER	1663(E)**	DELTA DENTAL PLAN	Insurance	716.000	536	233.24
07/11/2022	COMER	1664(E)**	DELTA DENTAL PLAN	Insurance	716.000	536	238.35
07/15/2022	COMER	1666(A)**	Corporate Payment Systems	Data processing	812.000	536	21.08
				Literature Dues and Seminars	958.000	536	230.90
				STORMWATER ACTIVITIES	969.001	536	80.89
							332.87
☑ Check COMER 1666(A) Total for Fund 592 Water and Sewer Fund							
07/18/2022	COMER	1668(E)**	DELTA DENTAL PLAN	Insurance	716.000	536	84.60
07/25/2022	COMER	1669(E)**	DELTA DENTAL PLAN	Insurance	716.000	536	353.13
08/01/2022	COMER	1670(E)**	DELTA DENTAL PLAN	Insurance	716.000	536	328.02
08/05/2022	COMER	1671(E)**	MERS E-CHECK	Pension	718.000	536	10,031.14
							868,160.68
							871,008.02
Total For Fund: 592							
Fund: 702 Escrow Fund							
Dept: 000 General							
07/08/2022	COMER	146738	Kurtis Kitchen and Bath	B122-0154 - PB22-0351	292.007	000	500.00
07/08/2022	COMER	146739	Dry Basements Plus LLC	B122-0052 - PB22-0084	292.007	000	500.00
07/08/2022	COMER	146740*	Rea & Sons Cement Co.	B122-0174 - PB22-0406	292.007	000	500.00
07/08/2022	COMER	146741	Supreme Deck Inc.	B122-0180 - PB22-0405	292.007	000	500.00
07/08/2022	COMER	146742	ROBERTSON MILL RIDGE, LLC	BCO22-0025 - PB21-0879	292.007	000	1,000.00
				BCO22-0020 - PB21-0588	292.007	000	4,500.00
				BCO22-0019 - PB21-0828	292.007	000	4,500.00
				BCO22-0012 - PB21-0829	292.007	000	4,500.00
							14,500.00
☑ Check COMER 146742 Total for Fund 702 Escrow Fund							
07/08/2022	COMER	146743	R.H.I. Inc.	B121-0016 - PB21-0039	292.007	000	500.00



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07/22/2022	COMER	146845	Carlisle Wortman Associates, Inc	Landscape inspection fees	262.910	000	405.00
07/22/2022	COMER	146847	CODE SAVVY CONSULTANTS	FCE22-0010 - PE22-0217	262.701	000	380.00
07/22/2022	COMER	146879	ConRest Inc.	BI21-0121 - PB21-0379	292.007	000	500.00
07/22/2022	COMER	146880	Michael Rossen, General Manager	TERE21-0001 - PSLU21-0001	262.701	000	445.00
☒check COMER 146880 Total for Fund 702 Escrow Fund				TERE21-0006 - PSLU21-0004	262.701	000	1,607.50
							2,052.50
07/22/2022	COMER	146881	M/I Homes of Michigan, LLC	BCO22-0014 - PB21-0787	292.007	000	4,500.00
				BCO22-0010 - PB21-0784	292.007	000	4,500.00
				BCO22-0009 - PB21-0685	292.007	000	2,500.00
				BCO22-0002 - PB21-0639	292.007	000	1,750.00
				BCO21-0022 - PB20-0572	292.007	000	4,950.00
				BCO21-0014 - PB20-0568	292.007	000	4,950.00
☒check COMER 146881 Total for Fund 702 Escrow Fund				BCO21-0011 - PB20-0282	292.007	000	2,900.00
							26,050.00
07/22/2022	COMER	146882	ITTERSHAUS, TERRY O.	BI22-0083 - PB22-0149	292.007	000	500.00
07/22/2022	COMER	146883	KOOPMAN, RAYMOND - ROSEMARIE TRUST	BI22-0219 - PB22-0516	292.007	000	500.00
07/22/2022	COMER	146884	MATRIX BASEMENT SYSTEMS INC.	BI22-0032 - PB22-0049	292.007	000	500.00
07/22/2022	COMER	146885	New Design Building Co Inc	BI21-0391 - PB21-1367	292.007	000	500.00
07/22/2022	COMER	146886	Crown Castle Services	BI21-0180 - PB21-0606	292.007	000	500.00
07/22/2022	COMER	146887	MGE CARPENTRY	BI22-0009 - PB22-0009	292.007	000	500.00
07/22/2022	COMER	146888	R N Construction	BI22-0152 - PB22-0350	292.007	000	500.00
☒check COMER 146888 Total for Fund 702 Escrow Fund				BI22-0169 - PB22-0399	292.007	000	500.00
							1,000.00
07/29/2022	COMER	146968	Metro Detroit Signs	BI22-0022 - PSN22-0002	292.007	000	500.00
07/29/2022	COMER	146969	Definitive Building Co., LLC	BI21-0052 - PB21-0118	292.007	000	500.00
07/29/2022	COMER	146970	ATTENBERGER, DANIEL G-ERICA M.	BD22-0005 - PDEMO22-0005	292.007	000	1,000.00
07/29/2022	COMER	146971	Overland Contracting Inc	BI21-0338 - PB21-1190	292.007	000	500.00
07/29/2022	COMER	146972	Lucas Construction Service	BI22-0236 - PB22-0581	292.007	000	500.00
07/29/2022	COMER	146973	M/I Homes of Michigan, LLC	BCO22-0013 - PB21-1036	292.007	000	5,500.00
				BCO22-0016 - PB21-1003	292.007	000	4,000.00
				BCO22-0008 - PB21-0783	292.007	000	1,500.00
☒check COMER 146973 Total for Fund 702 Escrow Fund				BCO22-0006 - PB21-0615	292.007	000	2,000.00
							13,000.00
07/29/2022	COMER	146974	Compo Builders Inc	BI21-0201 - PB21-0718	292.007	000	500.00
07/29/2022	COMER	146975	Home Repair Contracting Corp	BI22-0080 - PB22-0146	292.007	000	500.00



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07/29/2022	COMER	146978	Accent Remodelling	B122-0015 - PB22-0022	292.007	000	500.00
07/29/2022	COMER	146979	COY CONSTRUCTION	B122-0227 - PB22-0531	292.007	000	500.00
07/29/2022	COMER	146992	STANTEC CONSULTING MICHIGAN INC	LRE22-0007 - PSN22-0006	262.701	000	300.00
				LRE22-0003 - PSPR21-0004	262.701	000	300.00
							600.00
☑check COMER 146992 Total for Fund 702 Escrow Fund							
08/05/2022	COMER	147022	CODE SAVVY CONSULTANTS	FCE22-0014 - PE22-0250	262.701	000	265.00
				FCE22-0011 - PM22-0361	262.701	000	260.00
				FCE22-0013 - PM22-0293	262.701	000	265.00
				FCE22-0009 - PM22-0294	262.701	000	395.00
							1,185.00
☑check COMER 147022 Total for Fund 702 Escrow Fund							
08/05/2022	COMER	147047	Tersigni & Sons Construction, LLC	B121-0374 - PB21-1326	292.007	000	500.00
08/05/2022	COMER	147048	HASSAN, HASIB - SHAMSINA	B122-0162 - PB22-0374	292.007	000	500.00
08/05/2022	COMER	147049	Finished Basements Plus	B122-0053 - PB22-0085	292.007	000	500.00
08/05/2022	COMER	147050*	NISHANIAN, ARA	B122-0136 - PB22-0285	292.007	000	500.00
08/05/2022	COMER	147051	Kimberly Fence & Supply	B122-0125 - PB22-0271	292.007	000	500.00
08/05/2022	COMER	147052	Custom Deck Creations LLC	B122-0192 - PB22-0452	292.007	000	500.00
08/05/2022	COMER	147053	Midwest Fiberglass Pools - Grand Blanc	B122-0070 - PB22-0133	292.007	000	500.00
08/05/2022	COMER	147054	UPRIGHT FENCE INC	B122-0071 - PB22-0134	292.007	000	500.00
08/05/2022	COMER	147055	Premiere Landscape Services, Inc.	B122-0193 - PB22-0454	292.007	000	500.00
							165,222.00
Total For Fund: 702							
Fund: 703 Current Tax Fund							
07/22/2022	COMER	146891	PROTECHNOSYS SERVICES LLC	Miscellaneous Overpayments	690.000	000	24.44
07/29/2022	COMER	146982	MINNESOTA TITLE AGENCY, INC	Miscellaneous Overpayments	690.000	000	90.37
07/29/2022	COMER	146983	SWEENEY, DAVID-CAROL	Miscellaneous Overpayments	690.000	000	1,224.17
07/29/2022	COMER	146984	BRANCH, RYAN-CAROLINA	Miscellaneous Overpayments	690.000	000	4,398.70
07/29/2022	COMER	146994	STATE OF MICHIGAN	CURR TAX NORTHVILLE 81	274.221	000	5,849.20
				Wayne Cty / RESA	274.223	000	2,173.43
							8,022.63
☑check COMER 146994 Total for Fund 703 Current Tax Fund							
08/05/2022	COMER	147058	LE BUTT, MARIANNE	Miscellaneous Overpayments	690.000	000	80.00
08/05/2022	COMER	147059	VED, CHINTAN	Miscellaneous Overpayments	690.000	000	147.48
							13,987.79
Total For Fund: 703							

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Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 737 Other Post Employment Benefits Trust							
08/05/2022	COMER	147044*#	NATIONAL VISION ADMINISTRATORS	Retiree HC - AFSCME W&S	716.001	000	17.10
				Retiree HC - AFSCME Clerical	716.002	000	30.38
				Retiree HC - COAM	716.003	000	128.21
				Retiree HC - POAM Officer	716.004	000	81.66
				Retiree HC - POAM Dispatch	716.005	000	4.73
				Retiree HC - IAFF	716.006	000	20.91
				Retiree HC - Non-Union Mgmt	716.007	000	121.51
				Retiree HC - Non-Union Bldg & Maint	716.008	000	8.55
				<b>check COMER 147044 Total for Fund 737 Other Post Employment Benefits Trust</b>			<b>413.05</b>
07/05/2022	COMER	1663(E)*#	DELTA DENTAL PLAN	Retiree HC - AFSCME W&S	716.001	000	35.88
				Retiree HC - AFSCME Clerical	716.002	000	71.77
				Retiree HC - COAM	716.003	000	251.18
				Retiree HC - POAM Officer	716.004	000	179.42
				Retiree HC - POAM Dispatch	716.005	000	17.94
				Retiree HC - IAFF	716.006	000	35.88
				Retiree HC - Non-Union Mgmt	716.007	000	287.07
				Retiree HC - Non-Union Bldg & Maint	716.008	000	35.88
				<b>check COMER 1663(E) Total for Fund 737 Other Post Employment Benefits Trust</b>			<b>915.02</b>
07/11/2022	COMER	1664(E)*#	DELTA DENTAL PLAN	Retiree HC - AFSCME W&S	716.001	000	36.66
				Retiree HC - AFSCME Clerical	716.002	000	73.35
				Retiree HC - COAM	716.003	000	256.69
				Retiree HC - POAM Officer	716.004	000	183.34
				Retiree HC - POAM Dispatch	716.005	000	18.34
				Retiree HC - IAFF	716.006	000	36.66
				Retiree HC - Non-Union Mgmt	716.007	000	293.35
				Retiree HC - Non-Union Bldg & Maint	716.008	000	36.66
				<b>check COMER 1664(E) Total for Fund 737 Other Post Employment Benefits Trust</b>			<b>935.05</b>
07/18/2022	COMER	1668(E)*#	DELTA DENTAL PLAN	Retiree HC - AFSCME W&S	716.001	000	13.02
				Retiree HC - AFSCME Clerical	716.002	000	26.03
				Retiree HC - COAM	716.003	000	91.11
				Retiree HC - POAM Officer	716.004	000	65.08
				Retiree HC - POAM Dispatch	716.005	000	6.51
				Retiree HC - IAFF	716.006	000	13.02
				Retiree HC - Non-Union Mgmt	716.007	000	104.12
				Retiree HC - Non-Union Bldg & Maint	716.008	000	13.02
				<b>check COMER 1668(E) Total for Fund 737 Other Post Employment Benefits Trust</b>			<b>331.91</b>

CHECK DISBURSEMENT REPORT FOR NORTHVILLE CHARTER TOWNSHIP  
 CHECK DATE 07/02/2022 - 08/05/2022

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
07/25/2022	COMER	1669(E)*#	DELTA DENTAL PLAN	Retiree HC - AFSCME W&S	716.001	000	54.33
				Retiree HC - AFSCME Clerical	716.002	000	108.66
				Retiree HC - COAM	716.003	000	380.30
				Retiree HC - POAM Officer	716.004	000	271.64
				Retiree HC - POAM Dispatch	716.005	000	27.16
				Retiree HC - IAFF	716.006	000	54.33
				Retiree HC - Non-Union Mgmt	716.007	000	434.63
				Retiree HC - Non-Union Bldg & Maint	716.008	000	54.33
							<u>1,385.38</u>
☑check COMER 1669(E) Total for Fund 737 Other Post Employment Benefits Trust							
08/01/2022	COMER	1670(E)*#	DELTA DENTAL PLAN	Retiree HC - AFSCME W&S	716.001	000	50.47
				Retiree HC - AFSCME Clerical	716.002	000	100.93
				Retiree HC - COAM	716.003	000	353.26
				Retiree HC - POAM Officer	716.004	000	252.33
				Retiree HC - POAM Dispatch	716.005	000	25.23
				Retiree HC - IAFF	716.006	000	50.47
				Retiree HC - Non-Union Mgmt	716.007	000	403.72
				Retiree HC - Non-Union Bldg & Maint	716.008	000	50.47
							<u>1,286.88</u>
							<u>5,267.29</u>
Total For Dept: 000							
Total For Fund: 737							
Report Total:							
** - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND							
# - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT							
							<u>2,191,786.12</u>